

**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, June 25, 2025 at 1:00 PM

MEETING PLACE: Westfield City Hall- Assembly Room

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

OPENING OF REGULAR MEETING

Note the presence of a quorum

APPROVAL OF MINUTES

Action Item #1:

- Approval of Minutes – May 28, 2025

PUBLIC HEARING

- Regarding Contract to be Awarded for Residential Solid Waste, Yard Waste, Recycling Collection & Disposal Services for the City of Westfield

CONTRACTS/AGREEMENTS

Action Item #2:

- Downtown Westfield Community Development Corporation & City of Westfield – Use Agreement – Parking Lease Agreement

Action Item #3:

- C&E Farms, LLC & City of Westfield – Second Amendment to Development Agreement – Sundown Gardens & Westwood Wedding Venue

Action Item #4:

- Signing Authority – 169th & Oak Ridge Roundabout Design

Action Item #5:

- **Denison Parking, Inc. & City of Westfield – Parking Management Services Agreement**

Action Item #6:

- **A&F Engineering & City of Westfield - Old 146th & Towne Road RAB Intersection Improvement– Construction Management/Inspection Scope of Work/Fee-Revised**

CHANGE ORDERS

Action Item #7

- **Sikich.com & City of Westfield – Professional Services Master Agreement – Approval for Additional \$10,250 to Service Contract**

Action Item #8:

- **Signing Authority – 2025 Resurfacing – 199th Street Change Order**

CONSENT AGENDA

- **IBeach Holding Partners, LLC (Westfield Collective) & City of Westfield – Road Impact Fee Installment Agreement**
- **Ben's BBQ Shack & City of Westfield – Road Impact Fee Installment Agreement**
- **June Bond Information**

DEPARTMENT REPORTS

WFD May 2025 Report

WPD May 2025 Report

WPWD Report

ADJOURNMENT



CITY OF WESTFIELD, IN
Board of Public Works Meeting Minutes - 5/28/2025
Wednesday, May 28, 2025 at 1:00 PM

OPENING OF REGULAR MEETING

Note the presence of a quorum

Nick Barbknecht and Chuck Lehman were in attendance to form a quorum. City Attorney, Kaitlin Glazier, and Deputy Clerk, Kim Strang were in attendance.

*Mayor Willis arrived at 1:03 PM

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

Motion to approve made by: Chuck Lehman

Seconded by: Nick Barbknecht

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

CHANGES TO AGENDA

Signing Authority for Old 146th Street and Towne Road RBA was added as Action Item #7

RESOLUTIONS

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

Kaitlin Glazier stated this is correcting the legal description of property accepted regarding Camila Court. This board approved the transfer of property around Camila Court to the RDC in January of this year. The deed included too much property and this resolution is accepting some of that property back at no cost.

Nick Barbknecht inquired about what the process of transferring or obtaining property looks like. Ms. Glazier stated that in the future there would be multiple people reviewing the documents so that this would not happen again. John Nail confirmed that in most cases, a title search is done and verified.

Motion to approve made by: Chuck Lehman

Seconded by: Mayor Willis

Vote: Yes-3; No-0. Motion carried.

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

Kaitlin Glazier stated this is a transfer of city-owned property to the RDC pursuant to a Developer Agreement made in 2018. The two parcels are located on the west end of Park Street, where the road ends at US 31. INDOT originally acquired the land for the construction/expansion of US 31. It was excess right-of-way that INDOT did not need. The city petitioned INDOT to vacate or dispose of the ROA so that the city could use the land for future development. Through INDOT's disposal of ROA process, the city acquired the land. As part of the Development Agreement, the parcels will be transferred to the Redevelopment

Commission. This is step one of that process, creating one continuous parcel on the west end of Park Street.

Motion to approve made by: Chuck Lehman
Seconded by: Nick Barbknecht
Vote: Yes-3; No-0. Motion carried.

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

Chris Larsen presented the list of items that the Informatics Department no longer has use for. State statute requires them to declare those items and get approval from the board to dispose of them.

Motion to approve made by: Nick Barbknecht
Seconded by: Chuck Lehman
Vote: Yes-3; No-0. Motion carried.

CONTRACTS/AGREEMENTS

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

Michael Pearce presented. This is a contract with Rejuvtec to complete our annual preservative seal, which we use as a pavement preservation technique as part of our asset management. The total contract amount is \$141,909.80.

Motion to approve made by: Mayor Willis
Seconded by: Chuck Lehman
Vote: Yes-3; No-0. Motion carried.

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

Wes Rood presented. This is a proposal for continued sump line efforts in Centennial. Approximately 900 linear feet of sump line work will be done in four different locations within the subdivision. This year's proposal is under the budgeted amount. As a reminder, Mr. Rood stated that future communities built in the city will have guidelines on specific trees that are allowed to be used, how large the green space will need to be between the sidewalk and the curb, and how far away from the storm lines the trees are to be planted to keep issues like this happening again. John Nail commented that this work does require cutting into the pavement/curbs at times. They are working to coordinate the sump line repairs with the street resurfacing program, to get the sump repairs completed prior to the resurfacing to be cost-effective, and to have one consistent pavement section.

Motion to approve made by: Mayor Willis
Seconded by: Chuck Lehman
Vote: Yes-3; No-0. Motion carried.

Action Item #7: Approving the Award of Contract and Signing Authority for Old 146th Street and Towne Road Roundabout

John Nail presented. The bid opening was last Thursday for this roundabout project. There were six bidders, with the lowest bid coming in at just under \$2M on a \$2.66M engineers estimate. Midwest Paving was the lowest bidder, and they are also the contractor working on the 151st and Towne. The request is to approve the formal awarding of the contract to Midwest and to allow John Nail, the signing authority on the contract, for an amount not to exceed \$1,999,969.69.

Motion to approve made by: Chuck Lehman

Seconded by: Nick Barbknecht

Vote: Yes-3; No-0. Motion carried.

CONSENT AGENDA

Kaitlin Glazier spoke regarding the Trek bike donation. The city can accept donations of property as stated by law. The best practice would be to have this board formally recognize and accept the donation, so that it is on the record as an item/equipment that the city owns. Patrol Captain, Mike Sierra, said that on May 15th, during coffee with a cop, he met a Hamilton County resident who relayed that she and her husband could no longer ride the eBike and wanted to donate it to the police department. Mr. Sierra stated that evening he received an email from the couple with receipts showing they had purchased the bike in 2018 for \$3,193, and they wished to donate it as opposed to selling it.

The motion to approve the consent agenda was made by: Chuck Lehman

Seconded by: Mayor Willis

Vote: Yes-3; No-0. Motion carried.

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

DEPARTMENT REPORTS:

Fire

Chief Gaylor gave a report.

Police

Chief Keen gave a report.

Public Works

John Nail gave an update of the projects happening in the city.

ADJOURNMENT

Motion to adjourn made by: Mayor Willis.

Seconded by: Chuck Lehman

Meeting Adjourned at: 1:35PM

Deputy Clerk

President or Board Member

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

prematurely commence operations prior to the effective date of insurance required by paragraph 7 to be furnished by Contractor.

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

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

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

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

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

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

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

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

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

7. **Insurance and Bonds.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **Default and Remedies.**

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

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

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

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

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

9. **Miscellaneous Provisions.**

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

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

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

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

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

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

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

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

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

The Contractor: _____

 Attn: _____
 Email: _____

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

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

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

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

I. Nondiscrimination. Consistent with Ind. Code §22-9-1-10, Contractor agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this Contract with respect to the employee's hire, tenure, terms, conditions or privileges or employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.

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

K. Counterparts. This Contract may be executed simultaneously in one or more counterparts, each of which shall be considered an original, but all of which together shall constitute one Contract.

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

CITY OF WESTFIELD, INDIANA

CONTRACTOR

By: _____

Scott Willis, Mayor

By: _____

Authorized Signature

Date: _____

Printed Name: _____

Title: _____

FID/TIN: _____

Date: _____

EXHIBIT A

SPECIFICATIONS

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

Exhibit 1 - City of Westfield Scope of Service Limits

Exhibit 2 - City Facilities for Solid Waste and Recycling Collection

Addendum 1 - Dated “ ”

Addendum 2 - Dated “ ”

EXHIBIT B

CONTRACTOR'S BID FORM

EXHIBIT C

AFFIDAVIT AND WAIVER OF LIENS AND CLAIMS

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

CITY: City of Westfield

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

CONTRACTOR:

CONTRACT DATE:

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

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

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

(☐) Receipt of which is hereby acknowledged; or

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

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

(☐) Receipt of which is hereby acknowledged; or

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

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

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

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

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

TOTAL

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

CONTRACTOR: _____

By: Name: _____

Title: _____

STATE OF INDIANA

COUNTY OF

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

Notary Public, State of _____

Printed Name of Notary _____

[SEAL]

My Commission Expires: _____

EXHIBIT D
CHANGE ORDER

Change Order No. _____

Date: _____

Contract Date: _____

Services: _____

Contractor: _____

The following changes are hereby made to the Contract:

Description of Change in Service: _____

Justification: _____

Original Contract Sum: \$ _____

Previous Changes to Contract Sum: \$ _____

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

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

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

Change to Contract Term: _____

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

The date for completion of all work will be _____.

Requested by: _____.

Date Requested: _____

Recommended by: _____.

Date Recommended: _____

Accepted by: _____.

Date Accepted: _____

Approved by: _____.

Date Approved: _____

(Name and Title)

EXHIBIT E
E-VERIFY AFFIDAVIT

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

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

(Offeror): _____

By (Written Signature) _____

(Printed Name): _____

(Title): _____

Important – Notary Signature and Seal Required in the Space Below

STATE OF

COUNTY OF

SS:

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

My commission expires: _____ (Signed): _____

Residing in _____ County, State _____

PERFORMANCE BOND

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

BOND

Bond Number:

Date: (Not earlier than Contract date):

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

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

“Contractor”

“Surety”

Company: _____

Company: _____

Signature: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Counter- signed: _____

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

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

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

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

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

3.1 The City provides notice to the Contractor and the Surety that the City is considering declaring a Contractor Default. Such notice shall indicate whether the City is requesting a conference among the City, Contractor and Surety to discuss the Contractor's performance. If the City does not request a conference, the Surety may, within seven (7) calendar days after receipt of the City's notice, request such a conference. If the Surety timely requests a conference, the City shall attend. Unless the City agrees otherwise, any conference requested shall be held within seven (7) calendar days of the Surety's receipt of the City's notice. If the City, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Contract, but such an Agreement shall not waive the City's right, if any, subsequently to declare a Contractor Default;

3.2 The City declares a Contractor Default, terminates the Contract and notifies the Surety; and

3.3 The City has agreed to pay the balance of the Contract Sum in accordance with the terms of the Contract to the Surety or to a contractor selected to perform the Contract.

4. Failure on the part of the City to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations.

5. The Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the prior consent of the City, to perform and complete the Contract;

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

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the City for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the City and a contractor selected with the City's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the

bonds issued on the Contract, and pay to the City the amount of damages, including attorneys' fees in excess of the balance of the Contract Sum incurred by the City as a result of the Contractor Default.

6. If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven (7) days after receipt of an additional written notice from the City to the Surety demanding that the Surety perform its obligations under this Bond, and the City shall be entitled to enforce any remedy available to the City.

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

7.1 The responsibilities of the Contractor for correction of defective work and completion of the Contract;

7.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

7.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the Contractor or any combination of both liquidated and actual damages.

8. The Surety shall not be liable to the City or others for obligations of the Contractor that are unrelated to the Contract, and the balance of the Contract Sum shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the City or its heirs, executors, administrators, successors and assigns.

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

10. No suit or action shall be commenced under this Bond other than in a court of competent jurisdiction in the state and county in which the Services are to be performed that are the subject of the Contract.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

[END OF DOCUMENT]

PAYMENT BOND

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

Date:

BOND

Bond Number:

Date: (Not earlier than Contract date):

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

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

“Contractor”

“Surety”

Company: _____ Company: _____

Signature: _____ By: _____

Printed: _____ Printed: _____

Title: _____ Counter-signed: _____

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

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference, plus interest at

the maximum legal rate from date of demand and any attorneys' fees and court costs incurred by City to enforce this instrument, subject to the following terms.

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

3. The Surety's obligation to the City under this Bond shall arise after the City has notified the Contractor and the Surety of claims, demands, liens or suits against the City or the City's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Contract. The Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the City against a duly tendered claim, demand, lien or suit.

4. The Surety's obligations to the Claimant under this Bond shall arise after Claimant has complied with the requirements under applicable Indiana statute.

5. The City shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond, except as specified by Indiana statute.

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

7. No suit or action shall be commenced under this Bond other than in a court of competent jurisdiction in the state and county in which the Services are to be performed that are the subject of the Contract. No suit or action shall be commenced under this Bond other than in a court of competent jurisdiction in the state and county in which the Services are to be performed that are the subject of the Contract.

8. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Services were to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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

[END OF DOCUMENT]

NOTICE TO PROCEED

Dated _____, 2025

TO: _____

ADDRESS: _____

SERVICES: _____

CITY's CONTRACT NO.: _____

CONTRACT FOR: City of Westfield, Indiana, Residential Solid Waste, Yard Waste, Recycling
Collection and Disposal

You are notified that the Contract Term under the above Contract will commence to run on
January 1, 2026. By that date, you are to start performing your obligations under the Contract
Documents. In accordance with the Contract, the date of completion is December 31, 2028.

Before you may start Services, the Contract provides that you must deliver to the City Certificates of
Insurance which you are required to purchase and maintain in accordance with the Contract
Documents.

Also, before you may start any Services at the site, you must:

(CITY)

By: _____
(AUTHORIZED SIGNATURE)

(TITLE)

City of Westfield

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

SPECIFICATIONS

A. SCOPE OF SERVICES

The Contractor is to provide a comprehensive program for Solid Waste and Yard Waste collection and disposal service consisting of weekly pick-up of containerized, bundled, and/or bagged household Solid Waste, Yard Waste, and bi-weekly (with an alternate for weekly) curbside commingled Recycling from all eligible Residential Units within the geographic limits of the City. As an alternate, the Services may also include additional Yard Waste collection during the months of March through December. In addition, as an alternate, the Services may include Solid Waste and Recycling collection and disposal from designated City Facilities. The Services are anticipated to start on or about January 1, 2026, and terminate on or about December 31, 2028. If both Parties agree, there may be an option to extend the contract for three (3) additional one (1) year terms, with a total maximum term of six (6) years. The Parties agree that the awarded Contract may be extended for an additional period of up to three (3) years only upon written approval of both Parties. The Contract shall not provide for automatic renewal.

B. AREA TO BE SERVICED

The Services shall be provided to all Residential Units within the City's geographic limits as set forth in Exhibit 1 attached hereto. As of the time of the request for proposals, there are approximately Twenty Thousand Six Hundred (26,600) individual Residential Units within the City's geographic limits that will be ultimately phased into the Services as existing collection contracts are phased out or terminated; however, the City does not guarantee the actual number of Residential Units the Contractor will provide Services to at any given time. The Services may alternatively include Solid Waste and Recycling collection and disposal from designated City Facilities in Exhibit 2, which will be billed directly to the City.

C. DEFINITIONS

For the purpose of the Specifications and the Contract, the following definitions apply:

1. Alleyside: Refers to as close as possible to the alley but not more than five (5) feet from the alley, and where a fence exists, the alleyside of the fence.
2. Bulky Waste. Such items include, but are not be limited to, stoves, washers, dryers, appliances, furniture, and other items with weights or volumes greater than those allowed for by approved Containers. This term also includes items that previously contained refrigerants, such as refrigerators, air conditioners, freezers, and dehumidifiers, as long as the Resident can provide the Contractor with appropriate documentation showing that the CFC's or HCFC's have been properly removed by a licensed technician.

3. Bundles. Rubbish or Yard Waste securely tied together forming an easily handled package not exceeding four feet (4') in length, eighteen inches (18") in diameter, nor weighing more than forty (40) pounds.
4. Container(s). Ninety-six (96) gallon (plus or minus five (5) gallons) or at Resident's request sixty-four (64) gallon (plus or minus five (5) gallon) reusable container(s) with wheels used for storing Solid Waste, Yard Waste, and Recycling. Container(s) should provide sufficient strength to be picked up using mechanical means by Contractor.
5. Construction Debris. Waste including building materials resulting from construction, remodeling, repair, or demolition operations. The term does not include fluorescent light fixtures, appliances, or regulated-asbestos containing materials defined in CRF 61.
6. Curbside. Refers to that portion of the right-of-way adjacent to and within five (5) feet of paved, traveled roadways.
7. Hazardous Materials. Any waste designated as "hazardous" by the United States Environmental Protection Agency or appropriate state agency as the same is now in effect or may hereinafter be amended. This term also includes any flammable/volatile liquids.
8. Public Street. Any public street or thoroughfare dedicated to public use and controlled by the City including alleyways.
9. Overage Bags. Fifty-five (55) gallon bags separately purchased by Resident from the Contractor to place any excess Solid Waste or Yard Waste over the normal Container limit. Overage Bags loaded by Resident shall not weigh more than forty (40) pounds. Overage Bags will be supplied by Contractor which will include the additional cost of any additional Services.
10. Recycling. Recycle waste including Recycling qualified commingled items such as:
 - 1) Aluminum, aluminum foil and foil pans;
 - 2) Steel, empty steel paint cans, tin and bimetal cans;
 - 3) Plastics (#1 through #7);
 - 4) Glass containers (amber, clear, blue, and green in color);
 - 5) Corrugated cardboard, paperboard, fiberboard;
 - 6) Newspapers, magazines, phone books and catalogues; and
 - 7) Additional items as designated by the Contractor.
11. Refuse/Garbage. Putrescible animal or vegetable waste resulting from the handling, preparation, cooking, serving or consumption of food, and including all paper, wrappings, boxes and cartons used to contain such food.
12. Resident. The individual currently occupying a Residential Unit.
13. Resident Drop-Off Program. Solid Waste, Yard Waste, Construction Debris, Bulky Waste, and Recycling delivered to designated centers and disposed of by Contractor.

14. Residential Unit. A room or series of rooms located within a building or mobile home and forming a single inhabitable unit with facilities, which are used, or are intended to be used for living, cooking, eating, and sleeping
 - a. Single-Family Residential Unit – A residential dwelling unit separated from any other dwelling unit by open space, and designed for occupancy for one person or family.
 - b. Multi-Family Residential Unit – A building or related group of buildings not to exceed four (4) units located on the same lot, tract or parcel of real estate, with each dwelling unit being completely independent of the other.
 - c. Townhouse – Any multi-story single family residential unit sharing one or more common walls with another similar residential unit.
15. Rubbish/Trash. Nonputrescible waste consisting of matter such as cans, glass, papers, cardboard, plastics, metals, ashes, etc.
16. Solid Waste. All putrescible and nonputrescible matter, including garbage and rubbish, but excluding hazardous materials and other matter that is specifically excluded elsewhere in these Specifications.
17. City Facilities. City Facilities designated for Solid Waste and Recycling Collection as defined in Exhibit 2, which will vary in size and frequency of collection and billed to the City for the Services and rental or use of the required Containers.
18. Yard Waste. All compost type materials including trees, grass clippings, brush, leaves and Christmas trees, etc.

D. DESCRIPTION OF SERVICES

1. Solid Waste Collection Service. Collection of Solid Waste by Contractor from each qualifying Residential Unit shall occur one (1) time per week.
 - a. Containers. Each Service pickup shall consist of a maximum of two (2) Containers per Residential Unit. One (1) Container will be automatically provided by Contractor to each Residential Unit and a second Container will be furnished upon the Residents' request at no additional cost.
 - b. Out-of-City Residents. Residents who are out of City and will not be using the Services for a minimum period of one (1) month or more will not be charged the monthly fee for those months the Resident does not use the Services. Residents shall request the suspension of Services a minimum of one (1) week prior to the City/Contractor's customer service office and specify the length of the Service suspension. City will notify the Contractor within forty-eight (48) hours of receipt of the need to suspend Services.

- c. Planned Unit Developments (PUD). Collection shall be on front street curbside with the exception of those planned unit developments (PUD) Residence where alley facing garages may necessitate alley pickup.
 - d. Yard Waste. Yard Waste and brush may be included with the Solid Waste Container quantities. A Bundle will be considered as one (1) Container within the Container limit.
 - e. Declined Collections. The Contractor may decline to collect Solid Waste for a reason specified in the Specifications (i.e., not properly bagged, bundled or contained; improper placement; non-residential Solid Waste; Hazardous Waste; etc.). Where the Contractor has reason to leave Solid Waste uncollected at a Residential Unit, the Contractor shall inform the Resident by tagging uncollected Container(s). The City shall be notified in writing at the end of each working day of any denied collections and the reason for denial.
- 2. Recycling Collection Service.
 - a. Collection of Recycling from each qualifying Residential Unit shall be once every two (2) weeks, or, as an ALTERNATE, the City may elect to require Recycling one (1) time per week. The Recycling collection day shall be the same day as the Solid Waste and Yard Waste collection day.
 - b. Gross volume of Recycling materials collected shall be weighed daily on a local certified scale to be agreed upon by the City and the Contractor.
 - c. A monthly record of the amount of Recycling materials in tons and pounds shall be kept by the Contractor. This record shall be submitted to the City on a monthly basis.
 - d. Collection shall be curbside with the exception of those planned unit developments (PUD) and Residences where alley facing garages necessitate alley pickup.
- 3. Special Needs Service. For those Residential Units in which all Residents over twelve (12) years of age have special needs or are physically unable to wheel Containers to the Curbside, as verified by a licensed healthcare provider, the Contractor shall provide Solid Waste and Recycling collection service at the Residential Unit by transferring the wheeled Containers on foot from the Residential Unit (at the front door, a back door, or outside a garage) to the street or alley for collection.
- 4. Additional Yard Waste & Christmas Tree Collection Service (ALTERNATE).
 - a. Additional Bags. During the months of March, April, May, October, November, and December, each Residential Unit is also allowed up to twenty (20) bags per week of leaves and other Yard Waste in lawn bags or tied Bundles. The bags shall be furnished by the Residents at their own cost. Residents will use recyclable bags (i.e. non-plastic) or bags specified by Contractor with the City's approval for environmentally friendly disposal of Yard Waste.

- b. Composting. The Contractor is to make every reasonable effort to dispose of easily identifiable Yard Waste in an environmentally friendly manner (i.e. composting or chipping Christmas Trees into usable mulch).
 - c. Collection Schedule. The Contractor shall provide, as applicable to federal regulation standards, weekly Yard Waste collection and disposal Services. Yard Waste collection should be scheduled on the same day as Solid Waste and Recycling Collection.
 - d. Christmas Tree. The Contractor will be required to pick up one (1) Christmas tree per Residential Unit over and above the Container limit at no additional charge. This Service shall begin on December 26th and end on the Friday closest to January 31st of each year. Christmas Trees over 4 feet shall be cut in half for pick up.
- 5. Bulky Waste (ALTERNATE).
 - a. The Contractor shall provide Services for collection and disposal of Bulky Waste from all eligible Residential Units on an on-call basis. The Resident must give a forty-eight (48) hour advanced notice to the Contractor prior to pick-up.
 - b. The Contractor shall not be required to pick-up more than one (1) of such item from each Residential Unit each month. Requested pickup of Bulky Items may occur on designated day(s) by Contractor's designation.
 - c. The Contractor shall not be required to pick-up Bulky Waste that contain or previously contained refrigerants unless the Resident can provide the Contractor with appropriate written verification showing that the CFC's or HCFC's have been properly removed by a licensed technician.
 - d. The charges for Bulky Waste will be assessed to and collected from Residents based on an agreed schedule as determined by the City and Contractor and posted for Resident review.
- 6. Resident Drop-Off Program (ALTERNATE).
 - a. Contractor agrees to provide adequate accommodations for and to accept non-hazardous waste, including Solid Waste, Yard Waste, Construction Debris, Bulky Waste, and Recycling delivered to a designated Resident Drop-Off Center to be agreed to by City and Contractor. Contractor will accept Solid Waste, Yard Waste, Construction Debris, Bulky Waste, and Recycling from any Residents of the City who produces a valid driver's license establishing City residency at City approved facilities. The Resident Drop-Off Centers will be operated consistent with City rules and charges will be assessed to and collected from Residents based on an agreed schedule as determined by the City and Contractor and posted for Resident review.
 - b. Contractor Requirements.
 - i. Contractor shall invoice or collect payment directly from Residents in accordance with the billing procedures established herein for all tonnage

delivered to the Residential Drop-Off Centers by Residents and in accordance with the schedule of fees established by the City and Contractor.

ii. Contractor shall be responsible to verify each Resident's driver's license information for each drop-off under the Residential Drop-Off Program.

iii. Contractor shall retain the right to reject any Resident under the Resident Drop-Off Program who attempts delivery of waste outside the scope and limits of waste normally generated by residential sources or any waste delivered in a commercial vehicle larger than a pick-up truck.

c. Billing and Payment.

i. City Portion: Contractor shall provide separate monthly invoicing to the City for operation of the Resident Drop-Off Centers and related functions based on the schedule of Services agreed to by the City and Contractor.

ii. Resident Portion: The Contractor shall collect payment from individual Residents if City decides to have Contractor operate facilities for provision of this portion of the Services based on the accepted schedule for said Services.

7. City's Facilities Services (ALTERNATE).

a. The Contractor shall provide Recycling and Solid Waste Services to the designated City Facilities indicated in Exhibit 2.

i. Required Service. The Contractor shall supply adequate containers to identified City Facilities, which will vary in size and frequency of collection. Such containers shall be charged to the City for the rental or use of such containers. The container size and frequency of collection listed in the attached Exhibit 2 are the recommended sizes to meet the City's current needs. If the Contractor chooses to supply different sized containers or change the frequency of the Services, such container sizes and/or Service frequencies shall be provided for the City's pre-approval and scheduling arrangements so that all Solid Waste and Recycling is contained inside a container during approved modifications between collections.

ii. Billing and Payment. Contractor shall provide separate invoicing to the City for City Facilities as specified in the Bid Form. The City agrees to pay Contractor separately and monthly for provision of this portion of the Services.

E. CONTRACTOR SERVICE RESPONSIBILITIES AND REQUIREMENTS

1. Solid Waste, Yard Waste, and Recycling Services. The Contractor shall provide Service for weekly collection and disposal of Solid Waste, Yard Waste, and Recycling from eligible Residential Units and City Facilities.

a. If selected by City, the Contractor shall supply all Containers required to each Residential Unit and City Facilities for the Services. Containers shall be delivered by Contractor to additional Residential Units and City Facilities as they become eligible for Services.

i. The cost for Containers shall not be paid for directly, but included as part of the total cost of the Services per Residential Unit and City Facilities.

ii. Any replacement Container(s) in excess of one (1) per Resident for the same Residential Unit and City Facilities will be billed at the Contractor's cost to the Resident and Residential Unit or City Facility.

iii. The Contractor shall maintain a record of addresses for all new and replacement Containers and shall submit the record to the City on a quarterly basis.

b. If Residents so desire, they may purchase Overage Bags from the Contractor to place any excess Solid Waste or Yard Waste over their normal Container and Yard Waste limit. The Contractor shall be responsible for collection of payment from the participating Residents.

i. The Contractor shall supply Overage Bags of a size no less than fifty-five (55) gallons for an agreed upon price which will include the additional cost of collection.

c. The Contractor shall supply to City Residents information relating to additional Service options that may be offered to them not covered or mentioned in these Specifications relating to Solid Waste and Yard Waste collection.

d. Except for special needs service, all collections shall be made on City owned streets or alleys where available. No collections shall be made on private property including streets or alleys unless a right of entry agreement is made between the Contractor and the property owner and is approved by the City. All collections for non-special needs service shall be made within five (5) feet of the curb or edge of the street or alley. For special needs service, the Contractor will also transfer the Containers from the outside of the Residential Unit to the street or alley.

e. The Contractor is prohibited from commingling Solid Waste, Yard Waste, or Recycling collected from ineligible residential units, commercial or other business establishments or from areas outside the City's geographic limits while providing the Services.

f. Within the Container limit, the Contractor is required to pick-up all Solid Waste, Yard Waste, and Recyclables placed in approved reusable and non-reusable Containers and additional items which are properly placed in Bundles. However, as appropriate, a single item need not be bagged, contained or place in Bundles to qualify for the Services.

2. Solid Waste, Yard Waste and Recycling does NOT require pick-up of:

- a. Solid Waste exceeding the contracted limit per week excluding Overage Bags,
- b. Solid Waste not in Containers or bags and not properly contained or placed in Bundles,
- c. Solid Waste not appropriately placed for collection,
- d. Hazardous Materials,
- e. Medical Waste of any type including but not limited to medical sharps,
- f. Dead animals,
- g. Liquid paint, sludge, oil or other chemicals,
- h. Bulky Waste containing refrigerants in which the Resident cannot provide the Contractor with appropriate documentation showing that the CFC's or HCFC's have been properly removed by a licensed technician,
- i. Solid Waste, Yard Waste, or Recycling that are generated from a different location than the Residential Unit,
- j. Any Solid Waste and Yard Waste that is specifically excluded by federal, state, or local laws from being disposed of in a landfill if that is the type of disposal facility being utilized,
- k. Tree limbs or branches exceeding four feet (4') in length or four inches (4") in diameter, or Bundles not properly secured or exceeding maximum dimensions,
- l. Construction Debris, or
- m. Bulky Waste when forty-eight (48) hour prior notice is not given.

3. Contractor's Collection Routes . If necessary, the City may be divided into geographic sectors for the purpose of provision of the Services. Each geographic sector shall be scheduled to receive Services on the same day. Contractor shall submit its proposed geographic sectors with its Proposal for consideration by City. The City reserves the right to review, comment on and finally approve Contractor's geographic sectors for the Services.

- a. If during the course of the Contract, the Contractor wishes to change the collection schedule, the Contractor shall bear the cost and responsibility of informing

the Residents of the new collection schedule. Any changes in schedules and/or routes shall not be made without the prior written approval of the City.

b. Exceptions may be made only after the City has been notified that the Contractor has reasonably determined that an exception is necessary to complete collection of an existing route due to unusual circumstances or upon the mutual Contract of the City and the Contractor.

c. Recycle Collection should be on the same day as Solid Waste collection. Yard Waste collection should be on the same day as Solid Waste collection, if the Alternate is approved. The Contractor shall immediately notify the City of any delays or deviations from a normally scheduled route.

4. Contractor's Collection Schedule

a. Hours and Days of Collection. The hours and days of Services are to be from 7:00 a.m. to 5:00 p.m. Monday through Friday. All Services shall be provided at least once per week Monday through Friday, year-round to all qualifying Residential Units and City Facilities within the City's geographic limits. Recycling Collection shall be once every two (2) weeks year-round (or once per week if Alternate is selected by the City). If the Alternate is approved, additional Yard Waste Service shall be provided at least once per week, Monday through Friday, from March 15th through December 15th.

b. Holidays. The holidays listed below may be observed as a non-Service days by the Contractor. The suspension of Services on these holidays does not relieve the Contractor of its obligation to provide Services to each Residential Unit and City Facilities at least once each week or every other week as the case may be. Whenever these holidays fall on a regularly scheduled collection day, the collection schedule for that day as well as the rest of the week may be delayed one (1) day. Under these circumstances only, Saturday collection is acceptable.

- i. New Year's Day
- ii. 4th of July
- iii. Thanksgiving Day
- iv. Christmas Day

c. Additional holidays may be granted upon Contractor's request and the City's prior approval in writing.

F. CONTRACTOR'S EQUIPMENT

1. Contractor's vehicles shall be licensed in the State of Indiana and shall operate in compliance with all applicable state, federal, and municipal regulations. All vehicles and equipment shall be manufactured and maintained to conform to the American National Standards Institute's (ANSI) standards.

2. Contractor's vehicles and other equipment shall be kept in proper repair and sanitary condition.

a. Contractor must have vehicles washed a minimum of two (2) times per week.

b. Each vehicle shall bear as a minimum, the name and phone number of the Contractor plainly visible on both vehicle cab doors.

c. Each vehicle shall be uniquely numbered in lettering at least seven (7) inches high. All vehicles used for recycling must have some type of signage on the vehicle stating that it is used for recycling. The signage must be clearly legible by the public.

d. Each vehicle shall have at least one (1) broom and one (1) shovel to clean up Solid Waste that may be spilled or otherwise scattered during the process of collection.

e. All vehicles shall be sufficiently secure so as to prevent any littering of Solid Waste and/or leaking of fluid. No vehicles shall be willfully overloaded.

3. The Contractor will be solely responsible for immediately collecting or cleaning up, to the City's satisfaction, any litter, fluids refuse or landscape waste which may leak, spill or blow off any of Contractor's vehicles or in the course of Contractor providing the Services.

4. Any use of larger vehicles may be banned if there are more than two (2) incidences of property and/or pavement damage. Collection vehicles must be enclosed and secure so as to prevent any littering. Vehicles other than properly equipped packer vehicles operating in the alley shall discharge their loads into a proper packer vehicle not less frequently than every block where alley pickup is required. Packer vehicles exceeding the gross vehicle weight limit shall use the streets in the area and receive the loads from the alley vehicles on area streets rather than in area alleys.

5. Contractor shall provide the gross weight of the alley vehicles when full and the number of axles and wheels on each vehicle with Contractor's Bid.

G. CONTRACTOR'S EMPLOYEES

1. The Contractor shall provide courteous and neat personnel for its collection crews and provide courteous and knowledgeable personnel for its customer service office(s).

a. The Contractor's collection employees working within the City shall be required to wear a uniform of some matter clearly showing that the employee is employed by the Contractor.

b. All of the Contractor's vehicle operators working within the City shall carry a valid Indiana driver's license for the class of vehicle operated. Such vehicle operators shall obey all traffic regulations, including weight and speed limits.

c. The Contractor shall prohibit its drivers and crew members from consuming any alcoholic beverages while working or using a controlled substance that negatively affects their ability to perform their duties under this Contract.

d. If the City determines that any of the Contractor's employees are unfit or unsuitable to perform the Services as a result of intoxication, drug use or by virtue of abusive or obnoxious behavior, then, upon the City's written request, the Contractor shall remove such employee from Services within the City and furnish a suitable and competent replacement employee.

H. CONTRACTOR'S DISPOSAL SITE

1. The Contractor shall furnish the City with the name and location of the waste disposal and/or recycling facility which will receive the Solid Waste, Yard Waste, and Recyclables generated under the Contract. The proposed disposal facility and recycling facility shall meet all the requirements of Federal, State, county, and local jurisdictions in which said facility is located.

a. The City reserves the right in its sole discretion to approve any change in Solid Waste and Yard Waste disposal methods or Recycling methods regardless of the initiating party.

2. Contractor shall furnish the City with copy of a redacted contract executed by waste disposal site or recycling facility agreeing to receive all Solid Waste, Yard Waste, and/or Recycling generated under the Contract for the duration of this Contract. The requirements of this paragraph may be satisfied by Contractor's provision of a written acknowledgement from a qualified disposal/recycling center or a contract with a qualified facility with sensitive information redacted.

3. Choice of disposal site and recycling facility is made by the Contractor who will assume all fees.

4. The Contractor shall be solely responsible for compliance with all Federal, State, County, and local laws, ordinances, and regulations, as amended from time to time, governing the disposal of refuse at said facility.

I. CONTRACTOR SUPPORT OF CITY'S PUBLIC EDUCATION PROGRAM

1. The Contractor shall provide to the City an annual sum of \$5,000 to be applied towards the development, printing, and distribution of public education materials including but not limited to brochures, print and radio advertisements and public displays. Any printed material will include both the Contractor's and City's name and logo.

a. In addition to the above sum, the Contractor will pay for all printing and mailing costs for one (1) initial mailing to all Residential Units explaining the details of the Services.

b. The Contractor is expected to provide the City a speaker who can address the Residents and answer questions regarding the Services at up to three (3) educational seminars or presentations to be given each year. This speaker will be at no cost and shall be knowledgeable about the Services and trash and recycling industry. These

seminars/presentations will be conducted at time(s) and location(s) to be determined by the City.

J. CONTRACTOR, RESIDENT AND CITY SERVICE REQUIREMENTS

1. Contractor's Office. The Contractor shall establish and maintain an office or other facility to which the public and City personnel may call or send inquiries or complaints and from which the general public and City personnel may receive instructions. Such office or facility shall be equipped with adequate telephone communications, local or toll-free phone numbers for Residents to call in missed pickups or complaints.

2. Contractor's Staffing. Contractor's office shall have at least one (1) responsible person in charge and present during all collections hours, including Saturday following an observed holiday.

a. The Contractor shall provide the City with at least one (1) separate telephone number which may be used by City personnel to communicate with the Contractor after regular business hours or during an emergency.

K. CONTRACTOR COMPLAINT PROCEDURE

1. The Contractor shall receive, investigate, and respond to all complaints of unsatisfactory Services within twenty-four (24) hours after the complaint is received. Any complaint initially received by the City will be directed to the Contractor's office.

a. Any item filed as a complaint, not properly tagged or reported to the City the following day of scheduled pick up, shall be the responsibility of the Contractor to correct.

b. In the event a complaint is not resolved within twenty-four (24) hours, and where no fault can be found on the Resident's part as determined by the City, the City shall have the right to demand an explanation and/or resolution to its satisfaction, which may include a special collection of the Solid Waste, Yard Waste, or Recycling.

i. Where the collection from a household is inadvertently missed on a day preceding a Holiday or weekend, the complaint shall be resolved and Service shall be provided on the next service day.

c. In the event the Contractor disputes a determination made by the City concerning the lack of fault of the Resident, the Contractor may appeal such determination to the City by notifying the City within twenty-four (24) hours after such determination is made. Such notification may initially be made by telephone, but must then be followed-up in writing.

d. In the event the Contractor unreasonably fails to resolve a complaint within twenty-four (24) hours after the complaint is received or the Contractor fails to resolve a complaint within twenty-four (24) hours after the City makes its final determination, the Contractor shall pay the City the sum of \$250.00 for the first complaint, and if not

resolved within an additional forty-eight (48) hours period, \$500.00 per day until the complaint is resolved.

e. The Contractor shall pay to the City reimbursement for all costs incurred pertaining to correcting a complaint due to negligence on the part of the Contractor, including administrative and attorneys' fees.

f. The Contractor shall maintain a daily log of complaints received in a format approved by the City. A copy of these complaints and their resolution shall be provided to the City at the end of each month with the invoice for Services provided to City Facilities.

L. CONTRACTOR PROVISION OF CONTAINERS

1. Contractor shall provide one (1) ninety (96) gallon (plus or minus five (5) gallons) or, where requested by a Resident, one (1) sixty-four (64) gallon (plus or minus five (5) gallons) wheeled Containers (rotational molded only) for trash collection to each Residential Unit. A second Container is available to each Residential Unit upon the Resident's request for such second Container. The Contractor is also to provide one (1) ninety-six (96) gallon or, where requested by a Resident, one (1) sixty-four (64) gallon (plus or minus five (5) gallons) wheeled Container for Recycling to each Residential Unit.

a. The Containers must conform to ANSI standards and must be approved by the City. The Containers must be a City approved color and will have the name of the Contractor displayed on the side. The Contractor needs to be prepared to offer a smaller sixty-four (64) gallon wheeled Container for both Solid Waste and Recycling upon individual requests. Contractor shall provide the proposed Container company and Container specifications with its Bid.

2. The Contractor shall be responsible for providing and delivering Containers to new Residents, replacing stolen containers, replacing and/or repairing damaged or unusable Containers at no extra cost (reasonably suitable for the Services) but limited to one (1) replacement Container for each Container issued to the Resident during the Contract period.

3. The Contractor shall exercise reasonable care not to damage a reusable Container, and to replace the same in an upright position on the sidewalk, curbside, driveway, or alley out of the traveled portion of the right-of-way. Full restitution shall be made for damages by the Contractor upon proof of negligence of its actions.

a. The Contractor shall handle all Containers with reasonable care to avoid damage and spills. Where collection crews break or spill any item of waste, the crews shall immediately clean up the debris.

b. The Contractor shall not be responsible for collecting or cleaning up refuse, recycling, or landscape litter that has blown, fallen, leaked or been scattered from bags, cans, bins or other Containers through no fault of the Contractor.

4. After the initial program is implemented, the Contractor shall provide for a one-time pick-up and disposal of unneeded Resident-owned trash containers from each Residential Unit. This pick-up will be on the same day as the weekly Service and would be in addition to any weekly Container limit.

5. The Contractor shall return all empty Containers at each stop to the general location at which they were found. Empty Containers shall not be placed in the middle of driveways, in driveway aprons, or near the curb in a manner that will increase the likelihood that an empty Container will block a sidewalk or fall or roll into the street.

M. CONTRACTOR'S COLLECTION AND REPORTING DATA

1. The Contractor shall collect and report to the City the following information computed on a quarterly basis. Such reporting shall be submitted to the City by the month following the end of the calendar quarter.

- a. Number of curbside recycling collection Residential Units setting out materials; and
- b. Summary of tonnages of all Recyclable collected by material type.
- c. Tonnage of trash disposed of (or collected) by month; and
- d. Other statistics that may be required by the State of Indiana.

2. The Contractor shall submit the following summary reports on an annual basis:

- a. Summary of participation rates of Recycling;
- b. Collected material amounts of both solid waste and Recyclables;
- c. Summary of Contractors participation in public awareness and education activities;
- d. Summary of successes and problems and measures taken to resolve problems; and
- e. Those reports that may be required by the State of Indiana.

3. The Contractor shall tag and identify any Containers/Container(s) or items exceeding the contracted limit. A list of violations shall be submitted to the City on a daily basis.

4. The Contractor shall notify the City of any changes before they are made regarding company policies or personnel that directly affect this Contract.

N. CITY RESPONSIBILITIES AND REQUIREMENTS

1. The City shall pay the Contractor monthly for Services provided to Residential Units for the preceding month. By the fifth (5th) day of the month, the Contractor shall submit a detailed

Application for Payment to the City for all Services rendered based on number of Residential Units receiving Services the preceding calendar month and as required by the Contract Documents. The City shall remit payment within forty-five (45) days following actual receipt of the Contractor's Application for Payment. If any dispute arises, the undisputed amount shall be paid by the City to Contractor.

- a. The total rate per Residential Unit shall be based on the Base Bid and/or Alternates as provided in Contractor's Bid in the Bid Form included in the Contract Documents.
- b. Contractor agrees that its payment from the City is contingent upon only the actual amounts received by the City from each Residential Unit for the Services; thus, the Contractor assumes the risk of nonpayment by the Residents, subject to City's good faith efforts to collect for those Services and enforce its collection rights against the Residents including termination of the Services as provided by statute. Actual receipt of payment from the Resident for Service provided to the Residential Unit shall be a condition precedent to the City's obligation to make payment to the Contractor.

2. The City shall supply the most current City geographical map possible to the Contractor for route designation and scheduling purposes.

3. The City and Contractor shall develop and mutually agree upon an initial schedule for the Services with designated daily routes indicated. This schedule shall either be a street/alley list or street/alley map indicating on which days a given location is to be collected. The map will indicate all private streets and alleys that are not to be used by the Contractor.

O. RESIDENT RIGHTS, RESPONSIBILITIES AND REQUIREMENTS

1. Location of Containers for Service. Residents shall place Containers close to the curb (or in those areas without curbs, close to the edge of the pavement), to facilitate collection by the Contractor.

2. Residents are responsible for placing Containers, and Overage Bags in the appropriate street or alley location before 7:00 a.m. on the designated collection day.

3. Resident Separate Disposal. Any Residents wanting to dispose of large quantities of non-containerized refuse, landscape waste, or construction debris shall be allowed to solicit competitive prices for such services from refuse collection contractors and select any contractor.

- a. The Resident shall be solely responsible for full payment for all such services. No such private collection contract shall affect the terms of these Services.

P. NON-DISCRIMINATION

1. The Contractor hereby assures that it will comply with all federal and Indiana civil rights laws, including, but not limited to Ind. Code § 22-9-1-10. The Contractor, by submitting a proposal, certifies and agrees that if it is the successful Offeror and is awarded the Contract, the Contractor or any subcontractors, or any other person acting on behalf of the Contractor shall

not discriminate against any employee or applicant for employment, to be employed in the performance of a contract with the City, with respect to said employee's hire, tenure, terms, conditions, and privileges of employment or any other matters directly or indirectly related to employment because of the employee's or applicant's race, color, religion, age, gender, gender-identity, sexual orientation, handicap, disability, national origin, ancestry, or veteran or disabled veteran status. Also, in this regard, the Contractor agrees that the provisions of Ind. Code § 5-16-6-1 are hereby incorporated by reference into these Specifications and Contract Documents as if they were fully set forth herein, and shall be binding upon the Contractor. Breach of this covenant may be regarded as a material breach of Contract.

Q. CONTRACTOR BID, PERFORMANCE AND PAYMENT BOND REQUIRED

1. The successful Offeror for the Services shall furnish the City with a corporate surety bond or an irrevocable letter of credit from an Indiana financial institution in the total amount of the Bid Price for one (1) year.
2. The corporate surety bond or irrevocable letter of credit shall be conditioned on the faithful performance of the Services in accordance with these Specifications and Contract Documents and the due payment of all lawful claims for all labor, materials, equipment, tools, fees and other items used in the performance of the Services.
3. As a condition of awarding the Contract, the successful Offeror must furnish the corporate surety bond or irrevocable letter of credit at the execution of the Contract. Failure to do so within this time may be interpreted, at the discretion of the City, as failure to perform the obligations set forth in the Contract Documents.
4. The form of the Bid Bond, Payment Bond and Performance Bond are attached hereto. The same conditions shall apply to an irrevocable letter of credit as indicated in the Performance and Payment Bonds.

R. REVISED FORM 96

1. Contractor shall submit with its Bid Indiana State Board of Accounts Revised Form 96 with a financial statement, a statement of experience, the Bidder's proposed plans for performing the Services and any equipment the Bidder has available for the performance of the Services.

EXHIBIT 1

CITY OF WESTFIELD MUNICIPAL BOUNDARIES

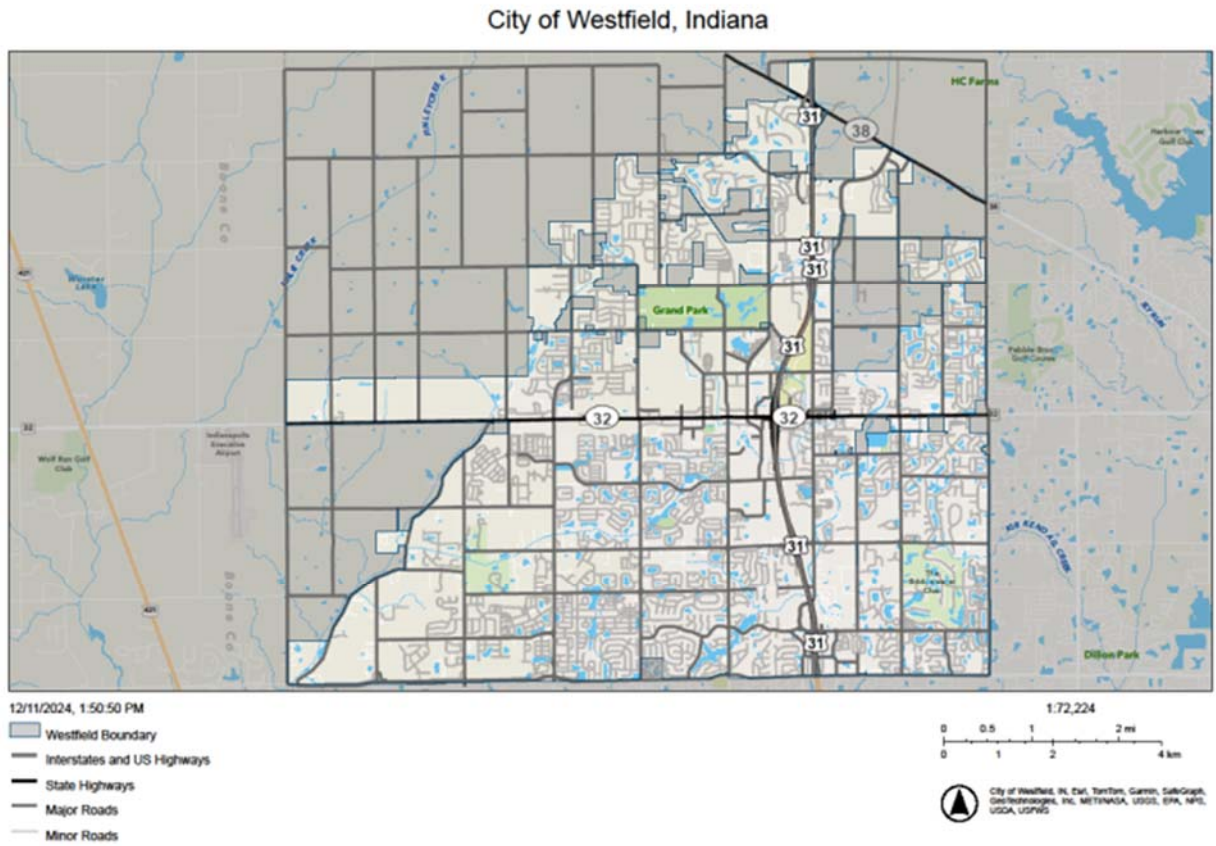


EXHIBIT 2

CITY FACILITY DISPOSAL NEEDS

Dumpsters and shredding services for all City properties, dumpsters emptied on a weekly schedule and shred boxes emptied on a monthly basis determined by the City and the Contractor.

City Hall – 130 Penn

- (2) trash polycart
- (1) recycling polycart
- (2) Shred box container

City Services – 2728 East 171st Street

- (5) 20-yard trash dumpster
- (1) 10-yard trash dumpster
- (1) 10-yard recycling dumpster
- (2) Shred box container

Grand Park – 19000 Grand Park Blvd

- (3) 40-yard trash dumpster
- (3) 40-yard recycle dumpster

Public Safety Bldg. – 17535 Dartown Road

- (1) 8-yard trash dumpster
- (2) Recycling polycart
- (2) Shred box container

Station 81 – 17001 Ditch Road

- (2) Trash polycart
- (1) Recycling polycart

Station 82 – 1920 East 151st Street

- (2) Trash polycart
- (1) Recycling polycart

Station 83 – 17944 Grassy Branch Road

- (2) Trash polycart
- (1) Recycling polycart

Township Office – 1549 Greyhound Pass

- (2) Trash polycart
- (3) Recycling polycart

Bulk Item Residential pickup separate from standard weekly service

Annual Christmas tree pick-up for Residential Customers

Bi-Annual City-wide bulk item collection at City Services in the Spring and Fall

Special Events----

Disposable trash collection containers (up to 40) and disposable Recycling collection containers (up to 40) annually for City events;

Independence Day celebration – Westfield Rocks the Fourth

Colts Camp

Culture Event – Cuisine & Connect

Christmas Holiday – Westfield in Lights

NOTICE OF PUBLIC HEARING REGARDING CONTRACT TO BE AWARDED
FOR RESIDENTIAL SOLID WASTE, YARD WASTE, RECYCLING
COLLECTION AND DISPOSAL SERVICES FOR THE CITY OF WESTFIELD

Pursuant to Ind. Code § 36-9-30-5.3, notice is hereby given that the City of Westfield, Indiana, by and through its Board of Public Works and Safety (the "City"), will hold a public hearing at 1:00 p.m. on June 25, 2025 at Westfield City Hall- 130 Penn Street, Westfield, IN 46074, concerning the contract to be awarded pursuant to the City's Request for Proposals ("RFP") for Residential Solid Waste, Yard Waste, Recycling Collection and Disposal within the City. At the public hearing, the public may submit comments on the contract to be awarded pursuant to the RFP. In general, the proposed services consist of weekly pick-up of bagged, containerized and/or bundled household Solid Waste, Yard Waste and bi-weekly (or alternatively weekly) curbside commingled Recycling from all eligible Residential Units within the geographic limits of the City, and disposal. The services may also include Solid Waste and Recycling collection and disposal for designated City Facilities. The RFP and proposed contract may be viewed by the general public during business days, 8:30 a.m. to 4:30 p.m., at the following location: Westfield City Services Building 2728 East 171st Street Westfield, IN 46074. The RFP and proposed contract may also be viewed online at <https://Westfield.in.gov/RFP>. After the public hearing, the Board of Public Works and Safety shall make a contract award to the responsible respondent with the proposal most responsive to the needs of the City.

USE AGREEMENT

This Use Agreement ("Agreement") is entered into by and between the City of Westfield, Indiana ("City") and Downtown Westfield Community Development Corporation ("DWCDC") (collectively "the Parties") on this ____ day of _____, 2025.

RECITALS

WHEREAS, DLM GJ LLC is the legal owner of properties located at 222 Poplar Street, 230 Poplar Street, 326 Park Street, and 318 Park Street located in the City of Westfield, Indiana, 46074 ("Property");

WHEREAS, on July 1, 2025, DLM GJ LLC and DWCDC entered into a Parking Lease Agreement ("Parking Lease Agreement") whereby DLM GJ LLC leased the Property to DWCDC;

WHEREAS, pursuant to the Parking Lease Agreement, DWCDC may enter into a use agreement with the City and the City may perform any of the Work as defined herein;

WHEREAS, the City desires to use the Property to provide and facilitate public parking, and for incidental public purposes, and DWCDC consents to the City's use of the Property; and

WHEREAS, the City and DWCDC desire to enter into this Agreement to formalize the City's use of the Property for the aforementioned public purposes, and to establish commitments and responsibilities relating to the same.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, the City and DWCDC agree as follows:

Section 1. Recitals. The above Recitals are an integral part of this Agreement and are specifically incorporated herein by reference.

Section 2. License. DWCDC grants a temporary exclusive license to the City for the use of the Property to provide and facilitate public parking, and for incidental uses, all to the extent permitted under the Parking Lease Agreement. DWCDC shall not grant other licenses in or around the Property during the term of this Agreement. DWCDC further grants and provides to the City, its agents, contractors, subcontractors and

employees, the right to construct a gravel parking surface, disconnect utilities, perform asbestos and environmental testing, demolish existing structures, level the grade and/or pave areas, install lighting and other improvements, alter/remove/install landscaping, and perform related site preparation and construction activities, all on the Property and in accordance with the terms and conditions of the Parking Lease Agreement (collectively, the “Work”).

Section 3. Term. This Agreement shall be effective upon the signing of both Parties hereto, and shall be in effect until the termination date of the Parking Lease Agreement between DWCDC and DLM GJ LLC, subject to earlier termination pursuant to Section 8 of this Agreement. This Agreement may be extended only by a written agreement signed by the authorized representatives of both the City and DWCDC.

Section 4. Consideration. In consideration of the City’s use of the Property pursuant to this Agreement, the City agrees to perform the Work, as defined herein and pursuant to the City’s policies and standards, and pay to DWCDC the sum of zero dollars (\$0).

Section 5. Use of the Property. DWCDC represents and warrants that the City may access, use, and facilitate public parking on the Property, and to perform the Work, in accordance with this Agreement and the Parking Lease Agreement. Further, the City may use the Property to perform the Work, provide and facilitate public parking, and for any incidental uses in accordance with the terms and conditions of the Parking Lease Agreement. The City shall have an exclusive license and may use the Property on any date and at any time in accordance with the terms and conditions of the Parking Lease Agreement. The City shall be responsible for all maintenance, upkeep, trash removal, and other obligations of DWCDC with respect to the Property and the Parking Lease Agreement, other than the payment of rent to DLM GJ LLC and obligations pertaining to taxes, utilities, indemnification, default, and right of first refusal.

Section 6. No Obligation to Restore. Except to the extent set forth to the contrary in the Parking Lease Agreement: (a) the City shall not be obligated to restore, repair, or return the Property to its prior condition following performance of the Work and/or the use of the Property as contemplated herein; and (b) DWCDC expressly waives any and all claims against the City for restoration or remediation of the Property related to the City’s authorized Work or use of the Property under this Agreement, including but not limited to grading, gravel placement, or temporary improvements made for parking purposes.

Section 7. Asbestos Testing. The City agrees to conduct asbestos and hazardous material testing on the existing structures located on the Property before performing the Work. In the event that the asbestos and/or hazardous material testing reveals the presence of any asbestos-containing materials, hazardous substances, or other environmental contamination in, on, or under the Property that requires remediation, abatement, or removal under applicable federal, state, or local laws, regulations, or ordinances, DWCDC shall be solely responsible to allocate amongst itself and DLM GJ LLC all costs and expenses associated with such remediation, abatement, or removal. The City shall have no obligation to continue this Agreement or proceed with the Work until such remediation, abatement, or removal has been completed to the City's satisfaction.

Section 8. Termination. This Agreement may be terminated without cause by either Party at any time, upon thirty (30) days' prior written notice to the other Party.

Section 9. Compliance with Laws. Both Parties, and their officers, employees, agents, contractors, licensees, guests, and invitees shall comply with all pertinent federal, state, local and municipal laws, codes, ordinances, rules, and regulations, in carrying out the terms of this Agreement.

Section 10. 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.

Section 11. Good Faith Cooperation. The City and DWCDC agree to cooperate fully and in good faith, take additional actions, and execute additional documents as may be needed to fulfill the terms and intent of this Agreement.

Section 12. Indemnification. To the extent permitted by applicable law, the City shall defend, indemnify, and hold harmless DWCDC and each and every past, present, and future official, representative, subsidiary, parent, division, affiliate, officer, director, employee, attorney, predecessor, and successor thereof, both individually and in their representative capacities from and against all third party claims, demands, litigation and losses arising out of or concerning (1) the failure of the City to observe and perform any of its obligations under this Agreement and/or (2) any intentional or negligent act or

omission by the City. The City's obligations hereunder shall be limited by applicable state and federal statutes and constitutional provisions protecting the exposure and liability of the City (including but not limited to the terms of Indiana's Tort Claims Act), so that the City's obligations to indemnify, defend, and hold harmless hereunder shall not exceed what might have been the City's liability to a claimant had the City been sued directly by the claimant and all appropriate defenses had been raised by the City. DWCDC shall defend, indemnify, and hold harmless the City and each and every past, present, and future official, representative, subsidiary, parent, division, affiliate, officer, director, employee, attorney, predecessor, and successor thereof, both individually and in their representative capacities from and against all third party claims, demands, litigation and losses arising out of or concerning (1) the failure of DWCDC to observe and perform any of its obligations under this Agreement and/or (2) any intentional or negligent act or omission by DWCDC.

Section 13. Choice of Law. This Agreement will be governed by the laws of the State of Indiana, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement will be conducted in the Circuit or a Superior Court of Hamilton County, Indiana.

Section 14. Authority. Each Party to this Agreement represents and warrants that the person signing this Agreement is fully authorized by the Party to execute this Agreement for and on behalf of the Party and to bind the Party to the terms and conditions set forth herein.

Section 15. Entire Agreement. This Agreement, together with any exhibits or addenda annexed hereto, constitutes the entire agreement of the Parties on the specific subject matter of this Agreement only and does not in any way effect any other agreement by and between the Parties to this Agreement. This Agreement supersedes all prior representations, understandings, and agreements between the Parties with respect to the subject matter. This Agreement may be modified or amended only by a written agreement signed by the authorized representatives of both the City and DWCDC.

Section 16. Severability and Waiver. Any invalidity, in whole or in part, of any provisions of this Agreement will not affect the validity of any other of its provisions. No term or provision hereof will be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented.

Section 17. Survival. The provisions of this Agreement that by meaning and context are intended to survive the completion of performance, expiration or termination

of this Agreement will so survive the completion of performance, expiration or termination of this Agreement.

Section 18. Assignment. Neither Party may assign or transfer this Agreement, or any part thereof.

Section 19. Counterparts. This Agreement and any amendments may be executed in any number of counterparts, each of which will be an original and all of which together will constitute one and the same document, binding on all Parties notwithstanding that each of the Parties may have signed different counterparts.

Section 20. Non-Discrimination. Both Parties agree that they, and their subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

Section 21. Independent Contractors. The relationship between the Parties shall be that of independent contractors. Nothing in this Agreement will constitute or be deemed to constitute a partnership, joint venture, employment relationship, or agency. Under no circumstances will the employees of one Party be deemed to be employees of the other Party by virtue of this Agreement.

Section 22. Notices. All notices by the Parties to each other pursuant to this Agreement shall be in writing and sent via mail or email to the addresses indicated below:

If to the City:
City of Westfield
ATTN: Chief of Staff
2728 East 171st Street
Westfield, IN 46074
Email: dcareytolan@westfield.in.gov

If to DWCDC:

Downtown Westfield Community Development Corporation
ATTN: President
2728 East 171st Street

Westfield, IN 46074
Email: jtake1812@gmail.com

City of Westfield, Indiana

Date: _____

Downtown Westfield Community Development Corporation

Jim Ake, President

Date: _____

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (“**Second Amendment**”) is entered this 17 day of June, 2025, by and between the City of Westfield, Indiana, an incorporated municipality (“**Westfield**”), and C & E Farms, LLC, an Indiana limited liability company (the “**Owner**”), the successor in interest in a portion of the Real Estate (defined in the Original Agreement) to Integrity Investment Partners, LLC, an Indiana limited liability company (“**Integrity**”) (Westfield, Owner and Integrity sometimes individually referred to herein as “**Party**”, and sometimes collectively referred to herein as the “**Parties**”) to confirm and amend certain provisions of the DEVELOPMENT AGREEMENT, dated March 30, 2015 (the “**Original Agreement**”), attached hereto and incorporated herein as Exhibit A, and the DEVELOPMENT AGREEMENT FIRST AMENDMENT, dated April 24, 2019 (the “**First Amendment**”), attached hereto and incorporated herein as Exhibit B (collectively the Original Agreement and the First Amendment are referred to herein as the “**Agreement**”).

WITNESSETH:

WHEREAS, Westfield and Integrity entered the Original Agreement to provide for the development of that piece of real estate generally located on the southwest corner of 186th Street and Spring Mill Road, and the improvement of the intersection at 186th Street and Spring Mill Road, and the improvement of the roadways known as 186th Street and Spring Mill Road (the “**Road Improvements**”); and

WHEREAS, Westfield, Integrity and Owner entered into the First Amendment to clarify certain provisions of the Original Agreement and to partially transfer the rights granted to Integrity in the Original Agreement to Owner;

WHEREAS, the Owner is the successor in interest in a portion of the Real Estate (Lot 1B of the Garden Market Subdivision, a plat of which was recorded on May 23, 2019 in the Office of the Recorder of Hamilton County, Indiana as Instrument No. 2019039226, “**Owner’s Parcel**”) to Integrity; and

WHEREAS, the rights under the Agreement have been partially exercised and the obligations under the Agreement have been partially performed; and

WHEREAS, the Parties now wish to confirm and amend certain provisions of the Agreement.

NOW THEREFORE, the Parties, in consideration of the mutual covenants contained herein agree as follows:

1. The Parties acknowledge and agree that (a) the right-of-way dedication required under Paragraph 1 of the Original Agreement has been completed; and (b) the Road Project referenced in Paragraph 1 of the Original Agreement has been fully constructed, although certain improvements as specified in Paragraph 2 of this Second Amendment have not been completed.

2. The Parties acknowledge and agree that the acceleration lane and deceleration lane along Spring Mill Road referenced in Paragraph 2 of the Original Agreement have not yet been constructed. Integrity and Owner hereby identify the location of the entrances along Spring Mill Road as depicted in Exhibit C (the “**Entrance Exhibit**”), attached hereto and incorporated herein, subject to the following:
 - a. Westfield shall reimburse Owner and Integrity, or Owner’s and Integrity’s assignee for the costs to construct the acceleration and deceleration lanes for the southern entrance depicted in the Entrance Exhibit (the “**Southern Entrance**”), such costs to be reviewed and approved by Westfield prior to construction; and
 - b. Westfield shall not be required to construct or pay for the construction of the acceleration and deceleration lanes for the northern entrance identified in the Entrance Exhibit (the “**Northern Entrance**”); and
 - c. The Southern Entrance shall be a full entrance, permitting right and left turns onto and off of Spring Mill Road.
3. The Parties acknowledge and agree that the obligations set forth in Paragraphs 3, 4, 5, 7, 8, 9, 10, 11, and 12 of the Original Agreement have been performed to the satisfaction of Westfield. Paragraph 6 of the Original Agreement, as amended and clarified by the First Amendment remains unperformed.
4. Owner and Integrity agree that Westfield shall be held harmless from any stormwater damage to Owner’s Parcel and improvements and Integrity’s real estate and improvements resulting from the insufficient design or installation of the drainage improvements on Owner’s Parcel and Integrity’s real estate which were required to be installed in accordance with Paragraph 8 of the Original Agreement.
5. To the extent that the provisions of this Second Amendment conflict with the provisions of the Original Agreement or the First Amendment, the provisions of this Second Amendment shall prevail. All other nonconflicting provisions of the Original Agreement and the First Amendment shall remain in full force and effect.
6. The contact information contained in Paragraph 13 of the Original Agreement shall be replaced with the following information:

If to City of Westfield:

City of Westfield
Attn: John Nail
Director of Public Works
2706 E. 171st Street
Westfield, IN 46074

With a Copy to:

City of Westfield
Attn: Kaitlin Glazier
Chief of Legal
2728 E. 171st Street
Westfield, IN 46074

If to Owner:

C & E Farms, LLC
c/o Sundown Gardens
505 W. 186st Street
Westfield, IN 46074

With a Copy to:

Church Church Hittle + Antrim
Attn: Matthew S. Skelton
Two North Ninth Street
Noblesville, IN 46060

If to Integrity:

Integrity Investment Partners, LLC
c/o Sundown Gardens
505 W. 186st Street
Westfield, IN 46074

With a Copy to:

Church Church Hittle + Antrim
Attn: Matthew S. Skelton
Two North Ninth Street
Noblesville, IN 46060

7. Each party represents that it has the authority to enter into this Second Amendment binding each party. Executed the date and year first above written.

The remainder of this page is intentionally left blank.

On _____, 2025, the Westfield Board of Public Works and Safety authorized the Director of the Westfield Public Works Department to execute this Second Amendment.

WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY

By: _____
John Nail, Director
Westfield Public Works Department

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared John Nail, on behalf of The City of Westfield, who acknowledged his authority and the execution of the foregoing Second Amendment to be his voluntary act and deed.

WITNESS, my hand and Notarial Seal this ____ day of _____, 2025.

My Commission Expires:

Notary Signature

Printed Name

Notary Public, A Resident of
_____ County, Indiana

C & E Farms, LLC
an Indiana limited liability company

By: Mary K
Mary Kirchner, Member

Date: 6/17/2025

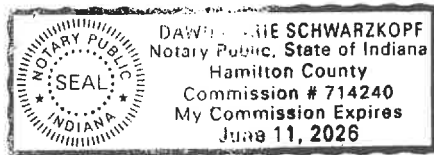
STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Mary Kirchner, on behalf of C & E Farms, LLC, an Indiana limited liability company, who acknowledged her authority and the execution of the foregoing Second Amendment to be her voluntary act and deed.

WITNESS, my hand and Notarial Seal this 17th day of June, 2025.

My Commission Expires:

June 11, 2026



Dawn Marie Schwarzkopf
Notary Signature
Dawn Marie Schwarzkopf
Printed Name

Notary Public, A Resident of
Hamilton County, Indiana

This instrument was prepared by Matthew S. Skelton, Attorney at Law, CHURCH CHURCH HITTLE + ANTRIM, Two North Ninth Street, Noblesville, Indiana 46060.

Return Document to: Matthew S. Skelton, Attorney at Law, CHURCH CHURCH HITTLE + ANTRIM, Two North Ninth Street, Noblesville, Indiana 46060.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each and every Social Security number from this document, unless it is required by law: Matthew S. Skelton.

INTEGRITY INVESTMENT PARTNERS, LLC
an Indiana limited liability company

By: Brian E. Kirchner
Brian E. Kirchner, Manager

Date: 6/17/25

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Brian E. Kirchner, on behalf of Integrity Investment Partners, LLC, an Indiana limited liability company, who acknowledged his authority and the execution of the foregoing Second Amendment to be his voluntary act and deed.

WITNESS, my hand and Notarial Seal this 17th day of June, 2025.

My Commission Expires:

June 11, 2026



Dawn Marie Schwarzkopf
Notary Signature
Dawn Marie Schwarzkopf
Printed Name

Notary Public, A Resident of
Hamilton County, Indiana

Exhibit A

The “Original Agreement”

The Original Agreement appears on the following seven (7) pages of this Exhibit A.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is entered this 30 day of MARCH, 2015, by and between the City of Westfield, Indiana, an incorporated municipality ("Westfield"), and Integrity Investment Partners, LLC, an Indiana limited liability company ("Integrity"), and sometimes referred to as the "Parties" to provide for the development of that piece of real estate generally located on the southwest corner of 186th Street and Springmill Road, and the improvement of the intersection of 186th Street and Springmill Road, and the improvement of the roadways known as 186th Street and Spring Mill Road ("Road Project").

WITNESSETH:

WHEREAS, Westfield and Integrity have come together to be collaborative; and

WHEREAS, Integrity desires to develop the Property on the southwest corner of 186th Street and Springmill Road (the "Real Estate") for the business known as Sundown Gardens, Inc., and other development permitted by the approved Plan Unit Development ("PUD") (Ordinance 14-21; Instrument No. 2014031981). The legal description of the Real Estate attached hereto as Exhibit A; and

WHEREAS, Westfield desires to reconstruct the intersection of 186th Street and Springmill Road (the "Road Project"); and

WHEREAS, the Parties desire to enter into a Development Agreement setting forth the services to be provided by each entity and the sharing of the cost associated with the development.

NOW THEREFORE, the Parties in consideration of the mutual covenants contained herein agree as follows:

1. Integrity shall dedicate 0.333 acres of land to Westfield in addition to the right-of-way required by the PUD (Ordinance 14-21; Instrument No. 2014031981) to accommodate the Road Project. Westfield will provide the legal description and other documentation necessarily required to acquire fee simple title to the acreage. The legal description shall be finalized during the design of the Road Project.
2. Westfield shall construct acceleration and deceleration lanes along 186th Street and along Springmill Road for Integrity to access the property described in Exhibit A at locations determined by Integrity prior to the design of the Road Project and at no cost to Integrity. The lanes shall be constructed during the construction of the Road Project.
3. Westfield shall construct a multi-use trail 8' in width or greater at Westfield's determination along the 186th Street and Springmill Road right-of-way adjacent to Integrity's property at no cost to Integrity.

4. Westfield shall relocate any utility poles along the parcel to be developed as necessary to accommodate the design and construction of the Road Project. No additional relocation of utility service is required by Integrity.
5. Westfield shall construct a temporary access drive, 12' minimum width with compacted aggregate No. 53 based stone to access the Real Estate described in Exhibit A from Springmill Road in the event the 186th Street access to the Real Estate is closed for construction of the Road Project. In the event access to the Real Estate at 186th Street is maintained during construction of the Road Project, the Springmill Road access will not be required.
6. Integrity shall pay Westfield road impact fees not to exceed \$32,591.20, for the Real Estate being developed. No other fees for utility availability, permits, or impact fees shall be assessed.
7. Integrity may stock pile up to 250 tri-axle truckloads of soil on real estate owned by Westfield located at the northeast corner of the Real Estate at the southwest corner of 186th Street and Springmill Road in a location to be determined and agreed to by Integrity and the Westfield Public Works Department ("Public Works"). All erosion control implementations required for the stock-piling of this material shall be constructed and maintained by Integrity until Westfield's contractor constructing the Road Project commences work.
8. Integrity shall design and construct its storm water retention system with sufficient capacity to accept 100% of the drainage generated by the construction of the roundabout intersection at 186th Street and Springmill Road, and 100% of the road surface drainage from 186th Street and Springmill Road abutting the Real Estate. However, such required drainage capacity shall not exceed four (4) acres of the design and construction of the road and roundabout intersection improvements.
9. Westfield shall work collaboratively with Integrity to design landscaping for the Road Project adjacent to the Real Estate, and Integrity shall install such agreed upon landscaping at a cost not to exceed \$20,000 to be absorbed by Integrity.
10. Integrity shall provide Westfield with the 10-year, 50-year and 100-year storm water retention pond elevations into which the Road Project will drain.
11. Integrity shall provide a properly sized reinforced concrete pipe ("RCP") (the size to be agreed upon by Integrity and Westfield) at a location determined by the Parties from the storm water reclamation pond on the Real Estate terminating at the right-of-way line. Integrity shall provide proper capping of the pipe to prevent silt and debris from entering the pipe prior to and during construction. Westfield shall provide Integrity with the necessary engineering and drawings for the location and sizing of the RCP pipe. The drainage pipe shall be used only to accept the drainage identified in paragraph 8, above.

12. Integrity shall provide to Westfield a 20' wide drainage easement along the RCP (10' either side) and a drainage easement 10' in width around the proposed retention pond for the development located on the Real Estate. This easement shall be recorded by Integrity.

13. Any notice, statement, demand, or other communication required or permitted to be given, rendered or made shall be addressed as indicated below:

If to City of Westfield:

City of Westfield
Attn: Jeremy Lollar
Interim Director of Public Works
2706 E. 171st Street
Westfield, IN 46074

With a Copy to:

Kreig DeVault
Attn: Brian J. Zaiger
12800 N. Meridian Street, Suite 300
Carmel, IN 46032

If to Developer:

Integrity Investment Partners, LLC
c/o Sundown Gardens
13400 Old Meridian Street
Carmel, IN 46032

With a Copy to:

Coots, Henke & Wheeler
Attn: Dave Coots
255 E. Carmel Drive
Carmel, IN 46032

Each party represents that it has the authority to enter into this Agreement binding each party. Executed the date and year first above written.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

14. On March 25, 2015, the Westfield Board of Public Works and Safety authorized the Director of the Westfield Public Works Department to execute this Agreement.

By: [Signature]
Jeremy Lollar, Director

Westfield Public Works Department

Date: 3/30/15

STATE OF INDIANA)

COUNTY OF HAMILTON)

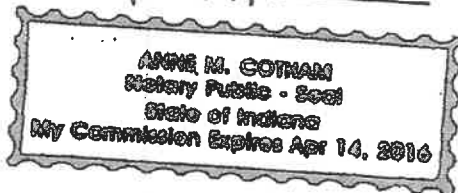
) SS:

Before me, a Notary Public in and for said County and State, personally appeared Jeremy Lollar, on behalf of The City of Westfield, who acknowledged their authority and the execution of the foregoing Development Agreement to be its voluntary act and deed.

WITNESS, my hand and Notarial Seal this 30 day of March, 2015.

My Commission Expires:

April 14, 2016



Anne M. Cotham

Printed: Anne M. Cotham
Notary Public, A Resident of
Hamilton County, Indiana

THIS INSTRUMENT PREPARED BY Jeffrey Lauer, City of Westfield

Return Document to: Cindy Gossard, City of Westfield, 130 Penn Street, Westfield, IN 46074

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each and every Social Security number from this document, unless it is required by law. Jeffrey Lauer.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

INTEGRITY INVESTMENT PARTNERS, LLC

By: B.E. HAWNER

Printed: BRIEN E. HAWNER

Title: Manager

Date: 3/30/15

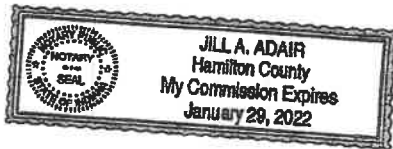
STATE OF INDIANA

COUNTY OF HAMILTON

)
) SS:
)

Before me, a Notary Public in and for said County and State, personally appeared Brian E. Hawner on behalf of Integrity Investment Partners, LLC, who acknowledged the LLC's authority and the execution of the foregoing Development Agreement to be its voluntary act and deed.

WITNESS, my hand and Notarial Seal this 30 day of March, 2015.
My Commission Expires:



Jill A. Adair
Printed: Jill A. Adair
Notary Public, A Resident of
Hamilton County, Indiana

THIS INSTRUMENT PREPARED BY Jeffrey Lauer, City of Westfield

Return Document to: Cindy Gossard, City of Westfield, 130 Penn Street, Westfield, IN 46074

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each and every Social Security number from this document, unless it is required by law. Jeffrey Lauer.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

EXHIBIT A
The Real Estate

DESCRIPTION OF REAL ESTATE PER INSTRUMENT No. 2014033523

PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA; THENCE SOUTH 00 DEGREES 05 MINUTES 34 SECONDS WEST (ASSUMED BEARING) ALONG THE EAST LINE OF SAID NORTHEAST QUARTER 759.00 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 58 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER 974.58 FEET TO THE EAST LINE OF REAL ESTATE DESCRIBED IN INSTRUMENT NO. 93-51375, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA; THENCE NORTH 00 DEGREES 12 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF SAID REAL ESTATE 758.96 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 21 MINUTES 58 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER 978.55 FEET TO THE POINT OF BEGINNING, CONTAINING 17.01 ACRES, MORE OR LESS.

EXCEPT THAT REAL ESTATE NOW DEDICATED TO HAMILTON COUNTY BOARD OF COMMISSIONERS AS PUBLIC RIGHT-OF-WAY BY DEDICATION OF PUBLIC RIGHT OF WAY RECORDED OCTOBER 1, 1998, AS INSTRUMENT 98-55262, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA; THENCE SOUTH 00 DEGREES 05 MINUTES 34 SECONDS WEST (ASSUMED BEARING) ALONG THE EAST LINE OF SAID NORTHEAST QUARTER 759.00 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 58 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER 45.00 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 34 SECONDS EAST PARALLEL TO THE EAST LINE OF SAID NORTHEAST QUARTER 719.00 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 58 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER 933.55 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 24 SECONDS WEST 40 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 21 MINUTES 58 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER 978.55 FEET TO THE POINT OF BEGINNING.

Exhibit B

The “First Amendment”

The First Amendment appears on the following eleven (11) pages of this Exhibit B.

DEVELOPMENT AGREEMENT
FIRST AMENDMENT

THIS AMENDED DEVELOPMENT AGREEMENT (the "Amended Agreement") is entered this 24 day of April, 2019, by and between the City of Westfield, Indiana, an incorporated municipal entity (the "City"), Integrity Investment Partners, LLC, an Indiana limited liability company (the Original Developer), and C & E Farms, LLC, an Indiana limited liability company and successor in interest to Integrity Investment Partners, LLC regarding 4 +/- acres as identified below (the "Subsequent Developer"), to provide for the development of a planned unit development, approved in City Ordinance No. 14-21 and recorded as Instrument No. 2014031981 in the Office of the Recorder of Hamilton County, Indiana (the "Development") on certain real estate generally located on the southwest corner of 186th Street and Spring Mill Road (the "Real Estate") and the construction of certain intersection, roadway and drainage improvements at and near the intersection of 186th Street and Spring Mill Road (the "Road Improvements").

WITNESSETH:

WHEREAS, a development agreement pertaining to the Development and the Road Improvements was originally executed on the 30th day of March, 2015 (the "Original Agreement") between the City and the Original Developer. On or about the same date of this Amended Agreement, the City acknowledges and consents to the transfer of approximately 4 +/- acres of the above identified Real Estate from the Original Developer to Subsequent Developer. Both Original Developer and Subsequent Developer agree to remain obligated pursuant to the PUD restrictions and requirements of the Original Agreement, as amended, and Development in relation to their respective interests in the Real Estate.;

WHEREAS, in exchange for dedication of certain rights-of-way, easements and installation of other improvements by Original Developer and Subsequent Developer to accommodate the Road Improvements, the City was to provide to Original Developer and Subsequent Developer certain fee credits and other commitments related to the Roadway Improvements;

WHEREAS, the Original Developer, Subsequent Developer and the City (collectively, the "Parties") have been acting in accordance with the Original Agreement, as amended;

WHEREAS, in doing so, the Parties agree that they desire to clarify certain provisions of the Original Agreement related to the contemplated fee credits and transferability of the rights established in the Original Agreement to a successor in interest; and

WHEREAS, except for a clarification desired in Paragraph 6 and a desire to add a new provision authorizing the partial transfer of the rights granted to Integrity Investment Partners, LLC to Subsequent Developer, the Parties wish for the remaining provisions of the Original Agreement to remain intact;

NOW THEREFORE, the Parties in consideration for the mutual covenants contained herein agree as follows:

1. Paragraph 6 of the Original Agreement shall be amended and replaced to read as follows: "Original Developer and Subsequent Developer, as their interest may appear, shall pay City road impact fees not to exceed \$32,591.20 in the aggregate, for the Development. No other fees for permits issued by the Westfield Department of Public Works or other impact fees shall be assessed to the Development. Original Developer and Subsequent Developer acknowledges that Westfield Public Works inspection fees and fees administered by other City departments, boards or commissions are not affected by the fee adjustments contemplated in this paragraph."
2. A new paragraph shall be incorporated into the Original Agreement. The new paragraph shall read as follows: "The rights and obligations established in this Agreement shall run with the Real Estate and to the benefit of and be binding upon any successors in interest to the Original Developer and Subsequent Developer ."

[Signature Page Follows.]

INTEGRITY INVESTMENT PARTNERS, LLC ("Original Developer")

By: Brian Kirchner

Printed: Brian Kirchner

Title: Manager

Date: 4/24/2019

C & E FARMS, LLC ("Subsequent Developer")

By: Mary C. Kirchner

Printed: MARY C. KIRCHNER

Title: Manager

Date: 4/24/2019

STATE OF INDIANA)

COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Jeremy Lollar, on behalf of The City of Westfield, who acknowledged their authority and the execution of the foregoing Development Agreement First Amendment to be its voluntary act and deed.

WITNESS, my hand and Notarial Seal this 24th day of April, 2019.

My Commission Expires:

2/3/2024

Patricia J. Leuteritz
Printed: Patricia J. Leuteritz

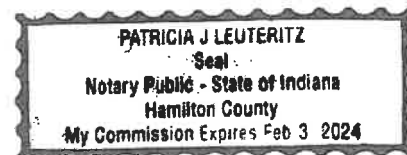
Notary Public, A Resident of
County, Indiana

Andy Cook
Andy Cook

Date: 4/24/19

Randy Graham

Date: _____



Kate Snedeker

Kate Snedeker

Date:

4-24-19

THIS INSTRUMENT PREPARED BY: Brian Zaiger

Return Document to: Cindy Gossard, City of Westfield, 130 Penn Street, Westfield, IN 46074

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each and every Social Security number from this document, unless it is required by law. Brian Zaiger.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is entered this 30 day of MARCH, 2015, by and between the City of Westfield, Indiana, an incorporated municipality ("Westfield"), and Integrity Investment Partners, LLC, an Indiana limited liability company ("Integrity"); and sometimes referred to as the "Parties" to provide for the development of that piece of real estate generally located on the southwest corner of 186th Street and Springmill Road, and the improvement of the intersection of 186th Street and Springmill Road, and the improvement of the roadways known as 186th Street and Spring Mill Road ("Road Project").

WITNESSETH:

WHEREAS, Westfield and Integrity have come together to be collaborative; and

WHEREAS, Integrity desires to develop the Property on the southwest corner of 186th Street and Springmill Road (the "Real Estate") for the business known as Sundown Gardens, Inc., and other development permitted by the approved Plan Unit Development ("PUD") (Ordinance 14-21; Instrument No. 2014031981). The legal description of the Real Estate attached hereto as Exhibit A; and

WHEREAS, Westfield desires to reconstruct the intersection of 186th Street and Springmill Road (the "Road Project"); and

WHEREAS, the Parties desire to enter into a Development Agreement setting forth the services to be provided by each entity and the sharing of the cost associated with the development.

NOW THEREFORE, the Parties in consideration of the mutual covenants contained herein agree as follows:

1. Integrity shall dedicate 0.333 acres of land to Westfield in addition to the right-of-way required by the PUD (Ordinance 14-21; Instrument No. 2014031981) to accommodate the Road Project. Westfield will provide the legal description and other documentation necessarily required to acquire fee simple title to the acreage. The legal description shall be finalized during the design of the Road Project.
2. Westfield shall construct acceleration and deceleration lanes along 186th Street and along Springmill Road for Integrity to access the property described in Exhibit A at locations determined by Integrity prior to the design of the Road Project and at no cost to Integrity. The lanes shall be constructed during the construction of the Road Project.
3. Westfield shall construct a multi-use trail 8' in width or greater at Westfield's determination along the 186th Street and Springmill Road right-of-way adjacent to Integrity's property at no cost to Integrity.

4. Westfield shall relocate any utility poles along the parcel to be developed as necessary to accommodate the design and construction of the Road Project. No additional relocation of utility service is required by Integrity.
5. Westfield shall construct a temporary access drive, 12' minimum width with compacted aggregate No. 53 based stone to access the Real Estate described in Exhibit A from Springmill Road in the event the 186th Street access to the Real Estate is closed for construction of the Road Project. In the event access to the Real Estate at 186th Street is maintained during construction of the Road Project, the Springmill Road access will not be required.
6. Integrity shall pay Westfield road impact fees not to exceed \$32,591.20, for the Real Estate being developed. No other fees for utility availability, permits, or impact fees shall be assessed.
7. Integrity may stock pile up to 250 tri-axle truckloads of soil on real estate owned by Westfield located at the northeast corner of the Real Estate at the southwest corner of 186th Street and Springmill Road in a location to be determined and agreed to by Integrity and the Westfield Public Works Department ("Public Works"). All erosion control implementations required for the stock-piling of this material shall be constructed and maintained by Integrity until Westfield's contractor constructing the Road Project commences work.
8. Integrity shall design and construct its storm water retention system with sufficient capacity to accept 100% of the drainage generated by the construction of the roundabout intersection at 186th Street and Springmill Road, and 100% of the road surface drainage from 186th Street and Springmill Road abutting the Real Estate. However, such required drainage capacity shall not exceed four (4) acres of the design and construction of the road and roundabout intersection improvements.
9. Westfield shall work collaboratively with Integrity to design landscaping for the Road Project adjacent to the Real Estate, and Integrity shall install such agreed upon landscaping at a cost not to exceed \$20,000 to be absorbed by Integrity.
10. Integrity shall provide Westfield with the 10-year, 50-year and 100-year storm water retention pond elevations into which the Road Project will drain.
11. Integrity shall provide a properly sized reinforced concrete pipe ("RCP") (the size to be agreed upon by Integrity and Westfield) at a location determined by the Parties from the storm water reclamation pond on the Real Estate terminating at the right-of-way line. Integrity shall provide proper capping of the pipe to prevent silt and debris from entering the pipe prior to and during construction. Westfield shall provide Integrity with the necessary engineering and drawings for the location and sizing of the RCP pipe. The drainage pipe shall be used only to accept the drainage identified in paragraph 8, above.

12. Integrity shall provide to Westfield a 20' wide drainage easement along the RCP (10' either side) and a drainage easement 10' in width around the proposed retention pond for the development located on the Real Estate. This easement shall be recorded by Integrity.

13. Any notice, statement, demand, or other communication required or permitted to be given, rendered or made shall be addressed as indicated below:

If to City of Westfield:

City of Westfield
Attn: Jeremy Lollar
Interim Director of Public Works
2706 E. 171st Street
Westfield, IN 46074

With a Copy to:

Kreig DeVault
Attn: Brian J. Zaiger
12800 N. Meridian Street, Suite 300
Carmel, IN 46032

If to Developer:

Integrity Investment Partners, LLC
c/o Sundown Gardens
13400 Old Meridian Street
Carmel, IN 46032

With a Copy to:

Coots, Henke & Wheeler
Attn: Dave Coots
255 E. Carmel Drive
Carmel, IN 46032

Each party represents that it has the authority to enter into this Agreement binding each party. Executed the date and year first above written.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

14. On March 25, 2015, the Westfield Board of Public Works and Safety authorized the Director of the Westfield Public Works Department to execute this Agreement.

By: [Signature]
Jeremy Lollar, Director

Westfield Public Works Department

Date: 3/30/15

STATE OF INDIANA)

COUNTY OF HAMILTON)

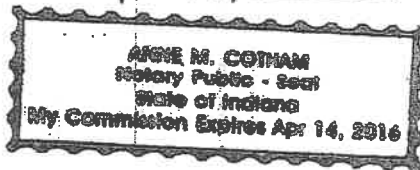
) SS:

Before me, a Notary Public in and for said County and State, personally appeared Jeremy Lollar, on behalf of The City of Westfield, who acknowledged their authority and the execution of the foregoing Development Agreement to be its voluntary act and deed.

WITNESS, my hand and Notarial Seal this 30 day of March, 2015.

My Commission Expires:

April 14, 2016



Printed: Anne M. Coltham
Notary Public, A Resident of
Hamilton County, Indiana

THIS INSTRUMENT PREPARED BY Jeffrey Lauer, City of Westfield

Return Document to: Cindy Gossard, City of Westfield, 130 Penn Street, Westfield, IN 46074

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each and every Social Security number from this document, unless it is required by law. Jeffrey Lauer.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

INTEGRITY INVESTMENT PARTNERS, LLC

By: B.E.D.
Printed: BRIAN E. KIRCHNER
Title: Manager
Date: 3/30/15

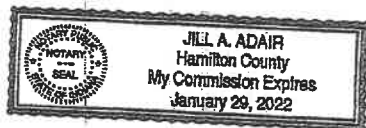
STATE OF INDIANA)

COUNTY OF HAMILTON)

) SS:

Before me, a Notary Public in and for said County and State, personally appeared Brian E. Kirchner on behalf of Integrity Investment Partners, LLC, who acknowledged the LLC's authority and the execution of the foregoing Development Agreement to be its voluntary act and deed.

WITNESS, my hand and Notarial Seal this 30 day of March, 2015.
My Commission Expires:



Jill A. Adair
Printed: Jill A. Adair
Notary Public, A Resident of
Hamilton County, Indiana

THIS INSTRUMENT PREPARED BY Jeffrey Lauer, City of Westfield

Return Document to: Cindy Gossard, City of Westfield, 130 Penn Street, Westfield, IN 46074

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EXHIBIT A
The Real Estate

DESCRIPTION OF REAL ESTATE PER INSTRUMENT No. 2014033523

PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA; THENCE SOUTH 00 DEGREES 05 MINUTES 34 SECONDS WEST (ASSUMED BEARING) ALONG THE EAST LINE OF SAID NORTHEAST QUARTER 759.00 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 58 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER 974.58 FEET TO THE EAST LINE OF REAL ESTATE DESCRIBED IN INSTRUMENT NO. 93-51375, IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA; THENCE NORTH 00 DEGREES 12 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF SAID REAL ESTATE 758.96 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 21 MINUTES 58 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER 978.55 FEET TO THE POINT OF BEGINNING, CONTAINING 17.01 ACRES, MORE OR LESS.

EXCEPT THAT REAL ESTATE NOW DEDICATED TO HAMILTON COUNTY BOARD OF COMMISSIONERS AS PUBLIC RIGHT-OF-WAY BY DEDICATION OF PUBLIC RIGHT OF WAY RECORDED OCTOBER 1, 1998, AS INSTRUMENT 98-55262, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

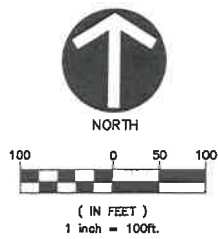
BEGINNING AT THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA; THENCE SOUTH 00 DEGREES 05 MINUTES 34 SECONDS WEST (ASSUMED BEARING) ALONG THE EAST LINE OF SAID NORTHEAST QUARTER 759.00 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 58 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER 45.00 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 34 SECONDS EAST PARALLEL TO THE EAST LINE OF SAID NORTHEAST QUARTER 719.00 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 58 SECONDS WEST PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER 933.55 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 24 SECONDS WEST 40 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 21 MINUTES 58 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER 978.55 FEET TO THE POINT OF BEGINNING.

Exhibit C

The “Entrance Exhibit”

The Entrance Exhibit appears on the following page of this Exhibit C.

EXHIBIT - C



INTEGRITY
INVESTMENT
PARTNERS, LLC
08-05-34-00-00-009.000

C&E FARMS, LLC
08-05-34-00-00-009.002

Garden Market
LOT 1A

ACCESS DRIVE BETWEEN
WESTWOOD AND
C&E FARMS

NORTHERN ENTRANCE

Garden Market
LOT 1B

SOUTHERN ENTRANCE

236'

40'

236'

HATCHED AREA
DENOTES SHARED
ACCESS EASEMENT

Spring Mill Market
LOT 1

PROPOSED BUILDING
15,320 S.F.

WESTWOOD PROPERTY
INVESTMENTS, LLC
08-05-34-00-00-010.000

SPRING MILL ROAD

Urban Apples PUD

CSG PROJECT NUMBER
TSP.001

DATE: 10/15/24
DWN. BY: BSC
CHKD. BY: BSC
SCALE: 1" = 100'

SHEET 1 OF 1

CIVIL SITE GROUP, INC.
718 ADAMS STREET, SUITE E
CARMEL, INDIANA 46032
(317) 810-1677

CivilSite
GROUP, INC.



Board of Works

Nick Barbknecht
Chuck Lehman
Scott Willis

Clerk Treasurer

Marla Ailor

To: Westfield Board of Public Works & Safety

Date: June 25, 2025

Re: Action Item - Signing Authority
169th and Oak Ridge Roundabout Design

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider granting Johnathon Nail, Director of Public Works, signing authority for the preliminary design and engineering services for the roundabout at the intersection of 169th and Oak Ridge. The total contract will not exceed \$429,100.00.

Nick Barbknecht

Chuck Lehman

Scott Willis

Public Works Department

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

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

FEE JUSTIFICATION

PROJECT NO.: 92592-DS-100

DESCRIPTION: City of Westfield 169th & Oak Ridge RAB Design

ITEM	HNTB	HNTB	Terracon	Terracon	Gray & Pape		
	Lump Sum	Multiplier	Lump Sum	Unit Rate	Lump Sum		
Task 1 Project Management and Coordination	\$ 28,300						
Task 2 Environmental and Permitting	\$ 33,300				\$ 2,200		
Task 3 Topographical Survey	\$ 45,000						
Task 4 Geotechnical Services	\$ -		\$ 8,300	\$ 10,300			
Task 5.1 Roadway Design and Plan Development	\$ 152,400						
Task 5.2 Traffic Design and Plan Production	\$ 30,000						
Task 5.3 Hydraulics	\$ 35,500						
Task 6 Right-of-Way Engineering	\$ 34,400						
Task 7 Utility Coordination	\$ 39,400						
Task 8 Construction Phase Services		\$ 10,000					
SUBTOTALS \$ 398,300 \$ 10,000 \$ 8,300 \$ 10,300 \$ 2,200							
Sub Percentage 4.8%							
Lump Sum Subtotal \$ 408,800							
Unit Rates Subtotal \$ 10,300							
Multiplier Subtotal \$ 10,000							
GRAND TOTAL \$ 429,100							

Task 1Project Management and Coordination

PROJECT NO.:92592-DS-100

DESCRIPTION:City of Westfield 169th & Oak Ridge RAB Design

DESCRIPTION	PERSON HOURS BY CLASSIFICATION											TOTAL HOURS / TASK	TOTAL DOLLARS
		10	9	8	7	6	5	4	3	2	1		
		Office Leader / Program Mgr / Practice Consultant	Dept Mgr / Sr Proj Mgr / Group Director / Proj Director	Section Mgr / PM II / Principal / Sr Tech Advisor	PM I / Sr Proj Eng / Sr Planner / Tech Advisor	Proj Eng / Public Engagement Mgr / Team Leader / Tech Specialist	Eng III / Planner V / Proj Ctrl Spec II / Sr Proj Analyst / Sr Proj Surveyor	Eng II / Planner IV / Proj Ctrl Spec I / Sr Tech	Eng I / Planner III / Proj Surveyor / Sr Public Engagement Spec / Tech III	Planner II / Proj Analyst II / Sr Surveyor / Utility Coordinator II	Intern / Planner I / Proj Coordinator / Tech II		
Project Management and Coordination													
Project / Task Management (36 months)				36		18						54	
Monthly Progress Reports (36 months)				18								18	
Contract administration / Invoice Preparation (36 months)						18				18		36	
Survey Coordination and Verification				2		2						4	
Coordinate with Geotech				4								4	
Coordinate with Environmental				4								4	
Coordinate with Right-of-Way				4		4						8	
Coordinate with Utilities				8		8						16	
Prepare CIB Documents				2		2						4	
TOTAL - HOURS:		0	0	78	0	52	0	0	0	18	0	148	
LABOR RATES PER HOUR		\$221.15	\$221.12	\$218.70	\$198.62	\$172.44	\$168.13	\$140.69	\$128.24	\$123.43	\$90.76		
TOTAL DIRECT SALARY COST		\$0.00	\$0.00	\$17,058.91	\$0.00	\$8,967.04	\$0.00	\$0.00	\$0.00	\$2,221.82	\$0.00		\$28,247.76

DIRECT EXPENSES

Mileage	2	Trips x	8	Mi./Trip x	\$0.49	(round trip from local office to project site or City Office)							\$7.84
Prints	10	Sets x	40	Sheets	\$0.09								\$36.00
TOTAL DIRECT EXPENSE COST													\$43.84

TOTAL FEETOTAL FEE\$28,300.00

Task 2Environmental and Permitting

PROJECT NO.:92592-DS-100

DESCRIPTION:City of Westfield 169th & Oak Ridge RAB Design

DESCRIPTION	PERSON HOURS BY CLASSIFICATION											TOTAL HOURS / TASK	TOTAL DOLLARS
		10	9	8	7	6	5	4	3	2	1		
		Office Leader / Program Mgr / Practice Consultant	Dept Mgr / Sr Proj Mgr / Group Director / Proj Director	Section Mgr / PM II / Principal / Sr Tech Advisor	PM I / Sr Proj Eng / Sr Planner / Tech Advisor	Proj Eng / Public Engagement Mgr / Team Leader / Tech Specialist	Eng III / Planner V / Proj Ctrl Spec II / Sr Proj Analyst / Sr Proj Surveyor	Eng II / Planner IV / Proj Ctrl Spec I / Sr Tech	Eng I / Planner III / Proj Surveyor / Sr Public Engagement Spec / Tech III	Planner II / Proj Analyst II / Sr Surveyor / Utility Coordinator II	Intern / Planner I / Proj Coordinator / Tech II		
State EA													
Deliverable Tracking and Management			1		8							9	
Prepare Purpose and Need Statement			1		2			2				5	
Early Coordination Letters					2			2		6		10	
Perform a field visit to the project site & Bat inspections					8			8		8		24	
Red Flag Investigation/ VFC Review			1		2			2		6		11	
Rangewide Programmatic Information Consultation					2			2		4		8	
Waters of the U.S. Report			1		8			16		16		41	
Prepare State AE and attachments			2		4			16				22	
Review of Cultural Resource Documentation					1							1	
Commitment Development			1		2			2				5	
CSGP													
Preparation of SWPPP			1		4		16		24			45	
Erosion Control Review							12		8			20	
QA/QC							4					4	
Coordination with resource agencies & City Officials					2		4					6	
Publish Public Notice									2			2	
TOTAL - HOURS:		0	8	0	45	0	36	50	34	40	0	213	
LABOR RATES PER HOUR		\$221.15	\$221.12	\$218.70	\$198.62	\$172.44	\$168.13	\$140.69	\$128.24	\$123.43	\$90.76		
TOTAL DIRECT SALARY COST		\$0.00	\$1,768.96	\$0.00	\$8,937.95	\$0.00	\$6,052.68	\$7,034.40	\$4,360.32	\$4,937.37	\$0.00		\$33,091.69

DIRECT EXPENSES

Mileage (Round trip Indy to Project)	1	Trips x	42	Mi./Trip x	\$0.49	(round trip from Indy to project site)							\$20.58
CSGP Public Notice	1	Notice	1	Days x	\$100.00								\$100.00
Copies / plots for field and office	3	Sets x	40	Sheets	\$0.09	/ Page							\$10.80
TOTAL DIRECT EXPENSE COST													\$131.38

SUBCONSULTANT FEE

Gray and Pape												LUMP SUM	\$2,200
												TOTAL SUBCONSULTANT FEE	\$2,200.00

TOTAL FEETOTAL FEE\$35,500.00

Task 3 Topographical Survey

PROJECT NO.: 92592-DS-100
DESCRIPTION: City of Westfield 169th & Oak Ridge RAB Design

DESCRIPTION	PERSON HOURS BY CLASSIFICATION											TOTAL HOURS / TASK	TOTAL DOLLARS
		10	9	8	7	6	5	4	3	2	1		
		Office Leader / Program Mgr / Practice Consultant	Dept Mgr / Sr Proj Mgr / Group Director / Proj Director	Section Mgr / PM II / Principal / Sr Tech Advisor	PM I / Sr Proj Eng / Sr Planner / Tech Advisor	Proj Eng / Public Engagement Mgr / Team Leader / Tech Specialist	Eng III / Planner V / Proj Ctrl Spec II / Sr Proj Analyst / Sr Proj Surveyor	Eng II / Planner IV / Proj Ctrl Spec I / Sr Tech	Eng I / Planner III / Proj Surveyor / Sr Public Engagement Spec / Tech III	Planner II / Proj Analyst II / Sr Surveyor / Utility Coordinator II	Intern / Planner I / Proj Coordinator / Tech II		
Field Data Collection													
Mobilization / Demobilization				2			2			2	2	8	
Field crew coordination / supervision							4					4	
Field preparation							2			2	2	6	
Control - set and reference										6	6	12	
Vertical - set and reference										6	6	12	
Topographic Survey - 1,745 linear feet										30	30	60	
Storm & Utility Structures (not to exceed 20)										8	8	16	
Field sketches										2	2	4	
Alignment set and reference										6	6	12	
Section/Donation/ property corner location (2 sections)										12	12	24	
Deed Research (Hamilton County)										6		6	
Download and scan field data										2		2	
Utility Coordination							3					3	
Locate and detail utilities										4	4	8	
Office Survey												0	
Office coordination / supervision							6					6	
Survey notice letters							2					2	
Reduce notes and process files										6		6	
Prepare Topographic DGN										8	20	28	
Field Linework QC				1			2				4	7	
Prepare Alignment				1			4				8	13	
Prepare LCRSP							6			12	33	51	
LCRSP QC				2			4			8		14	
Record LCRSP											6	6	
Prepare Property Lines							10			12		22	
QA/QC topo DGN				2			4	8				14	
Prepare & QC field book				2			8	8				18	
TOTAL - HOURS:		0	0	10	0	0	57	16	0	132	149	364	
LABOR RATES PER HOUR		\$221.15	\$221.12	\$218.70	\$198.62	\$172.44	\$168.13	\$140.69	\$128.24	\$123.43	\$90.76		
TOTAL DIRECT SALARY COST		\$0.00	\$0.00	\$2,187.04	\$0.00	\$0.00	\$9,583.41	\$2,251.01	\$0.00	\$16,293.32	\$13,523.54		\$43,838.32

DIRECT EXPENSES

Mileage (Round trip Indy to Project)	12	Trips x	42	Mi./Trip x	\$0.49	(round trip from Indy to project site)							\$246.96
Mileage (Project Site)	12	Trips x	5	Mi./Trip x	\$0.49								\$29.40
DoxPop Deed Research Subscription			1	Month x	\$96.00	/ Month							\$96.00
Document Research			150	Pages	\$1.00	/ Page							\$150.00
Field Supplies			12	days	\$50.00	/Day							\$600.00
Copies / plots for field and office	2	Sets x	100	Sheets	\$0.09	/ Page							\$18.00
TOTAL DIRECT EXPENSE COST													\$1,140.36

TOTAL FEE **\$45,000.00**

Task 4Geotechnical Services

PROJECT NO.:92592-DS-100DESCRIPTION:City of Westfield 169th & Oak Ridge RAB Design

DESCRIPTION	PERSON HOURS BY CLASSIFICATION											TOTAL HOURS / TASK	TOTAL DOLLARS
		10	9	8	7	6	5	4	3	2	1		
		Office Leader / Program Mgr / Practice Consultant	Dept Mgr / Sr Proj Mgr / Group Director / Proj Director	Section Mgr / PM II / Principal / Sr Tech Advisor	PM I / Sr Proj Eng / Sr Planner / Tech Advisor	Proj Eng / Public Engagement Mgr / Team Leader / Tech Specialist	Eng III / Planner V / Proj Ctrl Spec II / Sr Proj Analyst / Sr Proj Surveyor	Eng II / Planner IV / Proj Ctrl Spec I / Sr Tech	Eng I / Planner III / Proj Surveyor / Sr Public Engagement Spec / Tech III	Planner II / Proj Analyst II / Sr Surveyor / Utility Coordinator II	Intern / Planner I / Proj Coordinator / Tech II		
HNTB Subconsultant Deliverable Review													
HNTB Review of Final Report												0	
TOTAL - HOURS:		0	0	0	0	0	0	0	0	0	0	0	
LABOR RATES PER HOUR		\$221.15	\$221.12	\$218.70	\$198.62	\$172.44	\$168.13	\$140.69	\$128.24	\$123.43	\$90.76		
TOTAL DIRECT SALARY COST		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00

DIRECT EXPENSES

Mileage	0	Trips x	8	Mi./Trip x	\$0.49								\$0.00
Prints	0	Sets x	40	Sheets	\$0.09								\$0.00
TOTAL DIRECT EXPENSE COST													\$0.00
HNTB LUMP SUM FEE													\$0.00

SUBCONSULTANT FEE

Terracon	LUMP SUM											\$8,300
Terracon	UNIT RATE											\$10,300
TOTAL SUBCONSULTANT FEE												\$18,600.00
TOTAL FEE												\$18,600.00

Task 5.1

Roadway Design and Plan Development

PROJECT NO.:

92592-DS-100

DESCRIPTION:

City of Westfield 169th & Oak Ridge RAB Design

DESCRIPTION	PERSON HOURS BY CLASSIFICATION											TOTAL HOURS / TASK	TOTAL DOLLARS
		10	9	8	7	6	5	4	3	2	1		
		Office Leader / Program Mgr / Practice Consultant	Dept Mgr / Sr Proj Mgr / Group Director / Proj Director	Section Mgr / PM II / Principal / Sr Tech Advisor	PM I / Sr Proj Eng / Sr Planner / Tech Advisor	Proj Eng / Public Engagement Mgr / Team Leader / Tech Specialist	Eng III / Planner V / Proj Ctrl Spec II / Sr Proj Analyst / Sr Proj Surveyor	Eng II / Planner IV / Proj Ctrl Spec I / Sr Tech	Eng I / Planner III / Proj Surveyor / Sr Public Engagement Spec / Tech III	Planner II / Proj Analyst II / Sr Surveyor / Utility Coordinator II	Intern / Planner I / Proj Coordinator / Tech II		
Preliminary Geometric Review													
Typical Sections - Design				2		4	8	8				22	
Geometric Layout				4		8	16	16				44	
Design Computations - Fastest Path Calculations only				2		4	4					10	
Attend Meeting & Distribute minutes				2		2						4	
Stage 1													
CADD setup						8	16	16				40	
Geometrics				4		4	8	16				32	
Template development						2	4					6	
Model development						4	24					28	
Level One Checklists						2	2					4	
Design Computations				2		4	4					10	
Plan Development													
Title Sheet							2	2				4	
Index/General Notes							2	2				4	
Utility Information								2				2	
Typical Sections - Update following Geometric Review						2	4	4				10	
Detour Route Details							4	8				12	
Plan and Profile				8		16	24	40				88	
Preliminary Roundabout Details				4		4	8	16				32	
ADA Curb Ramp Design (8 total)				4		16	24	40				84	
Shared Use Path Layout				2		4	8	16				30	
Cross Sections							8	8				16	
Quantities				2		8	8					18	
Cost Estimate				2		2						4	
QA/QC			8	16								24	
Preliminary Field Check													
PFC Meeting & Agenda/Minutes				4		4						8	
Stage 2 Plans													
Update Design from Stage 1 / PFC				2		2	8	8				20	
Update MOT Detour Sheets							4	4				8	
Incorporate Drainage Design into Plans				2		4	8	8				22	
Preliminary Approach Table						8	8	16				32	
Preliminary Structure Data Table				2		4	4	8				18	
Preliminary Misc. Tables (RW, ADA ramps, path, etc..)						4	8	16				28	
Initiate Stormwater Quality Manager Determination						2						2	
Update calcs and level one checklists						2	2					4	
Develop Contract Provisions				4		4						8	
Calculate Quantities				2		4	8					14	
Update Cost Estimate				2		2						4	
QA/QC			8	16								24	
Stage 3 Plans/ Final Tracings													
Update Design per Stage 2 review				2		2	8	8				20	
Erosion Control Plans, Table, and Quantities				2			8	16				26	
Final Design and Finalize Modeling						4	8	16				28	
Final Plan Cleanup						4	8	16				28	
Cross Sections Finalized							4	4				8	
Finalize Approach Table						2	4	4				10	
Finalize Structure Data Table							2	2				4	
Miscellaneous Tables (r/w markers, ADA ramp, paths etc..)						2	4	8				14	
Earthwork Summary Table							2	2				4	

Task 5.1

Roadway Design and Plan Development

PROJECT NO.:92592-DS-100

DESCRIPTION:City of Westfield 169th & Oak Ridge RAB Design

DESCRIPTION	PERSON HOURS BY CLASSIFICATION											TOTAL HOURS / TASK	TOTAL DOLLARS
		10	9	8	7	6	5	4	3	2	1		
		Office Leader / Program Mgr / Practice Consultant	Dept Mgr / Sr Proj Mgr / Group Director / Proj Director	Section Mgr / PM II / Principal / Sr Tech Advisor	PM I / Sr Proj Eng / Sr Planner / Tech Advisor	Proj Eng / Public Engagement Mgr / Team Leader / Tech Specialist	Eng III / Planner V / Proj Ctrl Spec II / Sr Proj Analyst / Sr Proj Surveyor	Eng II / Planner IV / Proj Ctrl Spec I / Sr Tech	Eng I / Planner III / Proj Surveyor / Sr Public Engagement Spec / Tech III	Planner II / Proj Analyst II / Sr Surveyor / Utility Coordinator II	Intern / Planner I / Proj Coordinator / Tech II		
Finalize Design Computations				2		4	8					14	
Finalize Contract Provisions				2		2						4	
Finalize Quantities						2	4					6	
Finalize Cost Estimate				2		2						4	
QA/QC			8	16								24	
TOTAL - HOURS:		0	24	114	0	158	288	330	0	0	0	914	
LABOR RATES PER HOUR		\$221.15	\$221.12	\$218.70	\$198.62	\$172.44	\$168.13	\$140.69	\$128.24	\$123.43	\$90.76		
TOTAL DIRECT SALARY COST		\$0.00	\$5,306.88	\$24,932.25	\$0.00	\$27,246.01	\$48,421.42	\$46,427.03	\$0.00	\$0.00	\$0.00		\$152,333.59

DIRECT EXPENSES

Mileage	2	Trips x	8	Mi./Trip x	\$0.49	(round trip from local office to project site)							\$7.84
Prints	10	Sets x	40	Sheets	\$0.09								\$36.00
TOTAL DIRECT EXPENSE COST													\$43.84

TOTAL FEE

\$152,400.00

Task 5.2

Traffic Design and Plan Production

PROJECT NO.:92592-DS-100

DESCRIPTION:City of Westfield 169th & Oak Ridge RAB Design

DESCRIPTION	PERSON HOURS BY CLASSIFICATION											TOTAL HOURS / TASK	TOTAL DOLLARS
		10	9	8	7	6	5	4	3	2	1		
		Office Leader / Program Mgr / Practice Consultant	Dept Mgr / Sr Proj Mgr / Group Director / Proj Director	Section Mgr / PM II / Principal / Sr Tech Advisor	PM I / Sr Proj Eng / Sr Planner / Tech Advisor	Proj Eng / Public Engagement Mgr / Team Leader / Tech Specialist	Eng III / Planner V / Proj Ctrl Spec II / Sr Proj Analyst / Sr Proj Surveyor	Eng II / Planner IV / Proj Ctrl Spec I / Sr Tech	Eng I / Planner III / Proj Surveyor / Sr Public Engagement Spec / Tech III	Planner II / Proj Analyst II / Sr Surveyor / Utility Coordinator II	Intern / Planner I / Proj Coordinator / Tech II		
Stage 2 Plans													
Coordination with City of Westfield						2						2	
Lighting Design								16	16		8	40	
Signing & Marking Design								18	8		8	34	
Lighting Tables								10				10	
Signing & Pavement Marking Plans								16	12		8	36	
Sheet Sign Summary Table								8				8	
Pavement Marking Summary Table								8				8	
Voltage Drop Calculation								4	8			12	
Design Documentation								4				4	
Update Quantities (included in Task 5.1)													
QA/QC				8		8		8				24	
Stage 3/Final Tracings Plans													
Update Lighting Plans								4			4	8	
Update Signing Plans								4			4	8	
Update Marking Plans								4			4	8	
Sheet Sign Summary Table								4			4	8	
Pavement Marking Summary Table								4			4	8	
Update Quantities (included in Task 5.1)													
Contract Special Provisions (included in Task 5.1)													
QA/QC				2		2		2				6	
TOTAL - HOURS:		0	0	10	0	12	0	114	44	0	44	224	
LABOR RATES PER HOUR		\$221.15	\$221.12	\$218.70	\$198.62	\$172.44	\$168.13	\$140.69	\$128.24	\$123.43	\$90.76		
TOTAL DIRECT SALARY COST		\$0.00	\$0.00	\$2,187.04	\$0.00	\$2,069.32	\$0.00	\$16,038.43	\$5,642.77	\$0.00	\$3,993.53		\$29,931.09

DIRECT EXPENSES

Mileage	2	Trips x	8	Mi./Trip x	\$0.49	(round trip from local office to project site)							\$7.84
Prints	10	Sets x	40	Sheets	\$0.09								\$36.00
TOTAL DIRECT EXPENSE COST													\$43.84

TOTAL FEE

\$30,000.00

Task 5.3

Hydraulics

PROJECT NO.:92592-DS-100

DESCRIPTION:City of Westfield 169th & Oak Ridge RAB Design

DESCRIPTION	PERSON HOURS BY CLASSIFICATION											TOTAL HOURS / TASK	TOTAL DOLLARS
		10	9	8	7	6	5	4	3	2	1		
		Office Leader / Program Mgr / Practice Consultant	Dept Mgr / Sr Proj Mgr / Group Director / Proj Director	Section Mgr / PM II / Principal / Sr Tech Advisor	PM I / Sr Proj Eng / Sr Planner / Tech Advisor	Proj Eng / Public Engagement Mgr / Team Leader / Tech Specialist	Eng III / Planner V / Proj Ctrl Spec II / Sr Proj Analyst / Sr Proj Surveyor	Eng II / Planner IV / Proj Ctrl Spec I / Sr Tech	Eng I / Planner III / Proj Surveyor / Sr Public Engagement Spec / Tech III	Planner II / Proj Analyst II / Sr Surveyor / Utility Coordinator II	Intern / Planner I / Proj Coordinator / Tech II		
Hydraulic Analysis - Culverts													
Obtain and Review Existing Information					4			8				12	
Hydrologic Conditions (up to 6 culverts)						12		14	30			56	
Hydraulics (up to 6 culverts)						8		12	24			44	
Storm Sewer Design & Report Development													
Obtain Existing Information					2	2		2				6	
Layout Drainage System and Areas					2	2		4				8	
Develop Hydrologic Conditions					2	2		10				14	
Storm Drain Computations					2	2		10				14	
Inlet Spacing Computations					2	2		6				10	
HGL & EGL Calculations and Display					2	2		6				10	
Roadside Ditches Hydraulic Analysis													
Design proposed ditches (8)					2	2		8	8			20	
Hydraulic Computations													
Prepare Design Computations (up to 6 small structures, 1 storm system, roadside ditches)					2	8		8				18	
QA/QC				4	8	8						20	
TOTAL - HOURS:		0	0	4	28	50	0	88	62	0	0	232	
LABOR RATES PER HOUR		\$221.15	\$221.12	\$218.70	\$198.62	\$172.44	\$168.13	\$140.69	\$128.24	\$123.43	\$90.76		
TOTAL DIRECT SALARY COST		\$0.00	\$0.00	\$874.82	\$5,561.39	\$8,622.15	\$0.00	\$12,380.54	\$7,951.18	\$0.00	\$0.00		\$35,390.08

DIRECT EXPENSES

Mileage	0	Trips x	8	Mi./Trip x	\$0.49								\$0.00
Prints	4	Sets x	30	Sheets	\$0.09								\$10.80
TOTAL DIRECT EXPENSE COST													\$10.80

TOTAL FEE

\$35,500.00

Task 6

Right-of-Way Engineering

PROJECT NO.:92592-DS-100

DESCRIPTION:City of Westfield 169th & Oak Ridge RAB Design

DESCRIPTION	PERSON HOURS BY CLASSIFICATION											TOTAL HOURS / TASK	TOTAL DOLLARS
		10	9	8	7	6	5	4	3	2	1		
		Office Leader / Program Mgr / Practice Consultant	Dept Mgr / Sr Proj Mgr / Group Director / Proj Director	Section Mgr / PM II / Principal / Sr Tech Advisor	PM I / Sr Proj Eng / Sr Planner / Tech Advisor	Proj Eng / Public Engagement Mgr / Team Leader / Tech Specialist	Eng III / Planner V / Proj Ctrl Spec II / Sr Proj Analyst / Sr Proj Surveyor	Eng II / Planner IV / Proj Ctrl Spec I / Sr Tech	Eng I / Planner III / Proj Surveyor / Sr Public Engagement Spec / Tech III	Planner II / Proj Analyst II / Sr Surveyor / Utility Coordinator II	Intern / Planner I / Proj Coordinator / Tech II		
Right of Way Engineering (6 Parcels)													
Task Management				4		4						8	
Review Abstracting						6						6	
Property Line Verification						16						16	
Parcel Calculations						12						12	
Electronic Submittal								2				2	
Prepare Coordinate Geometry Batch Files						12						12	
Prepare Legal Descriptions						6						6	
Perform Area Computations								6				6	
Develop Right of Way Parcel Plats								36				36	
Prepare Parcel Packets								6				6	
QA/QC Parcel Packets				6		12		6				24	
TOTAL - HOURS:		0	0	10	0	68	0	56	0	0	0	134	
LABOR RATES PER HOUR		\$221.15	\$221.12	\$218.70	\$198.62	\$172.44	\$168.13	\$140.69	\$128.24	\$123.43	\$90.76		
TOTAL DIRECT SALARY COST		\$0.00	\$0.00	\$2,187.04	\$0.00	\$11,726.13	\$0.00	\$7,878.53	\$0.00	\$0.00	\$0.00		\$21,791.70

DIRECT EXPENSES

Mileage	2	Trips x	42	Mi./Trip x	\$0.49	(round trip from Indy to project site)							\$41.16
Additional R/W Engineering (same owner, addn'l tax parcel)			0	tax parcels	\$1,500.00								\$0.00
Revisions (from design change or ownership change)			1	parcels	\$2,000.00								\$2,000.00
T&E Reports (20 year, provided by HNTB)			6	tax parcels	\$800.00	each							\$4,800.00
T&E Report Copies			600	Copies	\$1.00	each							\$600.00
Prints	6	Sets x	100	Sheets	\$0.09								\$54.00
Staking (for Utility Relocation)			6	parcels	\$800.00	each							\$4,800.00
Staking supplies (lath, hubs, flagging, etc.)			6	parcels	\$50.00								\$300.00
TOTAL DIRECT EXPENSE COST													\$12,595.16

TOTAL FEE	\$34,400.00
Total Tax Parcels	6
Total Parcels	6
ROW Engineering, per parcel	\$3,981.00
ROW Staking, per parcel	\$850.00
T&E Reports, per parcel	\$900.00

Task 7 Utility Coordination

PROJECT NO.: 92592-DS-100
DESCRIPTION: City of Westfield 169th & Oak Ridge RAB Design

DESCRIPTION	PERSON HOURS BY CLASSIFICATION											TOTAL HOURS / TASK	TOTAL DOLLARS
		10	9	8	7	6	5	4	3	2	1		
		Office Leader / Program Mgr / Practice Consultant	Dept Mgr / Sr Proj Mgr / Group Director / Proj Director	Section Mgr / PM II / Principal / Sr Tech Advisor	PM I / Sr Proj Eng / Sr Planner / Tech Advisor	Proj Eng / Public Engagement Mgr / Team Leader / Tech Specialist	Eng III / Planner V / Proj Ctrl Spec II / Sr Proj Analyst / Sr Proj Surveyor	Eng II / Planner IV / Proj Ctrl Spec I / Sr Tech	Eng I / Planner III / Proj Surveyor / Sr Public Engagement Spec / Tech III	Planner II / Proj Analyst II / Sr Surveyor / Utility Coordinator II	Intern / Planner I / Proj Coordinator / Tech II		
Utility Coordination													
Coordination / Management													
Project Interdisciplinary Coordination					40							40	
Initial Notice Phase													
Initial Notice Letter					8							8	
Receive Initial Notice responses					8							8	
Update response tracking					4							4	
Verification Phase													
Verification of facilities letter					8							8	
Utility reimbursement coordination (1)					4							4	
Receive/review verification letter responses					8							8	
Coordinate with designer to correct or input missing utilities on plans					2							2	
Attend Field Visits (1)					4							4	
All Utility Meeting					4							4	
Update response tracking					8							8	
Conflict Analysis Phase													
Conflict Analysis letter					8							8	
Receive and review responses					8							8	
Conflict Review and Resolution					16							16	
Update response tracking					8							8	
Work Plan Phase													
Work Plan request letter					8							8	
Review work plan responses from each utility					8							8	
Coordinate for relocation time in time set determined by utility					2							2	
documents					4							4	
Update response tracking					8							8	
Utility Relocation Management													
Attend on-site relocation meeting (1)					4							4	
Receive updates from utility on relocation status					19							19	
Update tracking					8							8	
TOTAL - HOURS:		0	0	0	198	0	0	0	0	0	0	198	
LABOR RATES PER HOUR		\$221.15	\$221.12	\$218.70	\$198.62	\$172.44	\$168.13	\$140.69	\$128.24	\$123.43	\$90.76		
TOTAL DIRECT SALARY COST		\$0.00	\$0.00	\$0.00	\$39,326.99	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$39,326.99

DIRECT EXPENSES

Mileage	2	Trips x	42	Mi./Trip x	\$0.49	(round trip from Indy to project site)							\$41.16
Prints	5	Sets x	40	Sheets	\$0.09								\$18.00
TOTAL DIRECT EXPENSE COST													\$59.16

TOTAL FEE \$39,400.00

Task 8

Construction Phase Services

PROJECT NO.:92592-DS-100

DESCRIPTION:City of Westfield 169th & Oak Ridge RAB Design

DESCRIPTION	PERSON HOURS BY CLASSIFICATION											TOTAL HOURS / TASK	TOTAL DOLLARS
		10	9	8	7	6	5	4	3	2	1		
		Office Leader / Program Mgr / Practice Consultant	Dept Mgr / Sr Proj Mgr / Group Director / Proj Director	Section Mgr / PM II / Principal / Sr Tech Advisor	PM I / Sr Proj Eng / Sr Planner / Tech Advisor	Proj Eng / Public Engagement Mgr / Team Leader / Tech Specialist	Eng III / Planner V / Proj Ctrl Spec II / Sr Proj Analyst / Sr Proj Surveyor	Eng II / Planner IV / Proj Ctrl Spec I / Sr Tech	Eng I / Planner III / Proj Surveyor / Sr Public Engagement Spec / Tech III	Planner II / Proj Analyst II / Sr Surveyor / Utility Coordinator II	Intern / Planner I / Proj Coordinator / Tech II		
Construction Phase Services													
Review Contract Bid Package				2		2						4	
Respond to Bidder Questions				8		16						24	
Attend Preconstruction Conference				2		2						4	
Attend Pre-Final Inspection				2		2						4	
Respond to Construction Questions / RFIs				8		8						16	
TOTAL - HOURS:		0	0	22	0	30	0	0	0	0	0	52	
LABOR RATES PER HOUR		\$221.15	\$221.12	\$218.70	\$198.62	\$172.44	\$168.13	\$140.69	\$128.24	\$123.43	\$90.76		
TOTAL DIRECT SALARY COST		\$0.00	\$0.00	\$4,811.49	\$0.00	\$5,173.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$9,984.78

DIRECT EXPENSES

Mileage	2	Trips x	8	Mi./Trip x	\$0.49	(round trip from local office to project site)							\$7.84
Meals	0	Persons x	40	Days x	\$41.00								\$0.00
TOTAL DIRECT EXPENSE COST													\$7.84

TOTAL FEE

\$10,000.00

RATE JUSTIFICATION

PROJECT NO.:
DESCRIPTION:

92592-DS-100
City of Westfield 169th & Oak Ridge RAB Design

DES. NO.: 0

CATEGORY		AVG of CATEGORY	Year 1	Year 2	Year 3	Year 4	Year 5	Weighted Rate for Fee Justification
			25 % of work	50 % of work	15 % of work	10 % of work	% of work	
10	Office Leader / Program Mgr / Practice Consultant	\$ 214.00	\$ 214.00	\$ 220.42	\$ 227.03	\$ 233.84	\$ 240.86	\$ 221.15
9	Dept Mgr / Sr Proj Mgr / Group Director / Proj Director	\$ 213.97	\$ 213.97	\$ 220.39	\$ 227.00	\$ 233.81	\$ 240.83	\$ 221.12
8	Section Mgr / PM II / Principal / Sr Tech Advisor	\$ 211.63	\$ 211.63	\$ 217.98	\$ 224.52	\$ 231.26	\$ 238.20	\$ 218.70
7	PM1 / Sr Proj Eng / Sr Planner / Tech Advisor	\$ 192.20	\$ 192.20	\$ 197.97	\$ 203.91	\$ 210.02	\$ 216.32	\$ 198.62
6	Proj Eng / Public Engagement Mgr / Team Leader / Tech Specialist	\$ 166.87	\$ 166.87	\$ 171.87	\$ 177.03	\$ 182.34	\$ 187.81	\$ 172.44
5	Eng III / Planner V / Proj Ctrl Spec II / Sr Proj Analyst / Sr Proj Surveyor	\$ 162.69	\$ 162.69	\$ 167.58	\$ 172.60	\$ 177.78	\$ 183.11	\$ 168.13
4	Eng II / Planner IV / Proj Ctrl Spec I / Sr Tech	\$ 136.14	\$ 136.14	\$ 140.22	\$ 144.43	\$ 148.76	\$ 153.23	\$ 140.69
3	Eng I / Planner III / Proj Surveyor / Sr Public Engagement Spec / Tech III	\$ 124.10	\$ 124.10	\$ 127.82	\$ 131.66	\$ 135.61	\$ 139.67	\$ 128.24
2	Planner II / Proj Analyst II / Sr Surveyor / Utility Coordinator II	\$ 119.44	\$ 119.44	\$ 123.03	\$ 126.72	\$ 130.52	\$ 134.44	\$ 123.43
1	Intern / Planner I / Proj Coordinator / Tech II	\$ 87.83	\$ 87.83	\$ 90.46	\$ 93.18	\$ 95.97	\$ 98.85	\$ 90.76

NOTES:

- Profit percentage is defined as 10%
- Year 1 is 01/01/25 - 12/31/25. Year 2 is 01/01/26 - 12/31/26. Year 3 is 01/01/27 - 12/31/27. Year 4 is 01/01/28 - 12/31/28. An annual increase of 3% is assumed.
-
- Weighted rate developed assuming calendar work distribution percentages shown above.

HNTB Project 92592
Westfield 169th & Oak Ridge RAB Design
HNTB Rates

Direct Labor	100.00%
Overhead Rate	135.58%
Labor & Overhead	235.58%
Profit	10.00%
Subtotal	259.14%
Cost of Money	0.76%
Total	259.90%

CONTRACT RATES

Classification	Average Rate	Billing Rate
Administrator	\$39.94	\$ 103.80
Analyst	\$64.12	\$ 166.65
Construction Field Specialist	\$70.62	\$ 183.53
Construction Manager	\$78.04	\$ 202.82
Construction Rep I	\$36.76	\$ 95.54
Construction Rep II	\$41.06	\$ 106.70
Construction Rep III	\$47.12	\$ 122.46
Department Manager	\$82.30	\$ 213.89
Designer/Developer	\$47.19	\$ 122.65
Digital Media Specialist	\$37.04	\$ 96.27
Digital Solutions Technologist	\$79.21	\$ 205.87
Document Controls Specialist	\$44.86	\$ 116.58
Engineer I	\$40.69	\$ 105.76
Engineer II	\$47.15	\$ 122.53
Engineer III	\$53.20	\$ 138.27
Estimator I	\$38.40	\$ 99.80
Estimator II	\$41.04	\$ 106.66
Estimator III	\$57.68	\$ 149.91
Field Engineer I	\$37.38	\$ 97.15
Field Engineer II	\$45.30	\$ 117.74
Field Engineer III	\$49.76	\$ 129.33
Finance Manager	\$82.34	\$ 214.00
General Clerk	\$21.16	\$ 54.99
GIS Analyst	\$51.68	\$ 134.32
Group Director	\$82.34	\$ 214.00
Inspector I	\$29.83	\$ 77.51
Inspector II	\$36.15	\$ 93.96
Inspector III	\$41.99	\$ 109.14
Intern	\$27.45	\$ 71.34

National Practice	\$82.34	\$	214.00
Office Engineer	\$64.36	\$	167.27
Office Leader	\$82.34	\$	214.00
Office Technician	\$26.88	\$	69.86
Planner I	\$37.82	\$	98.30
Planner II	\$44.56	\$	115.81
Planner III	\$47.44	\$	123.30
Planner IV	\$54.11	\$	140.62
Planner V	\$61.15	\$	158.94
Practice Consultant	\$82.34	\$	214.00
Principal	\$82.34	\$	214.00
Program Manager	\$82.34	\$	214.00
Project Analyst I	\$40.88	\$	106.25
Project Analyst II	\$49.64	\$	129.01
Project Analyst III	\$53.28	\$	138.47
Project Controls Specialist I	\$54.08	\$	140.55
Project Controls Specialist II	\$63.60	\$	165.30
Project Coordinator	\$34.54	\$	89.77
Project Director	\$82.34	\$	214.00
Project Engineer	\$60.48	\$	157.17
Project Finance Associate I	\$27.79	\$	72.23
Project Finance Associate II	\$33.78	\$	87.78
Project Finance Associate III	\$36.80	\$	95.64
Project Manager I	\$72.59	\$	188.67
Project Manager II	\$81.11	\$	210.80
Project Surveyor	\$60.80	\$	158.02
Public Engagement & Communications Manager	\$68.03	\$	176.81
Public Engagement & Communications Specialist I	\$36.96	\$	96.06
Public Engagement & Communications Specialist II	\$41.17	\$	107.00
Real Estate Acquisition Rep	\$41.31	\$	107.36
Resident Engineer	\$76.17	\$	197.95
ROW Agent	\$46.88	\$	121.84
Section Manager	\$79.93	\$	207.73
Sr Construction Rep	\$63.84	\$	165.92
Sr Designer/Developer	\$68.62	\$	178.35
Sr Doc Controls Specialist	\$57.36	\$	149.08
Sr Estimator	\$76.56	\$	198.98
Sr Field Engineer	\$54.48	\$	141.59
Sr Inspector	\$50.39	\$	130.96
Sr Planner	\$72.92	\$	189.51
Sr Project Analyst	\$65.84	\$	171.12
Sr Project Controls Specialist	\$82.34	\$	214.00
Sr Project Engineer	\$70.14	\$	182.28
Sr Project Manager	\$82.34	\$	214.00
Sr Project Surveyor	\$69.20	\$	179.85
Sr Public Engagement & Communications Specialist	\$48.00	\$	124.75
Sr Resident Engineer	\$82.34	\$	214.00

Sr Scheduler	\$72.80	\$	189.21
Sr Surveyor	\$43.31	\$	112.57
Sr Technical Advisor	\$82.34	\$	214.00
Sr Technician	\$54.19	\$	140.85
Surveyor I	\$27.00	\$	70.17
Surveyor II	\$32.81	\$	85.27
Team Leader	\$62.54	\$	162.53
Team Leader - Inspection	\$54.61	\$	141.93
Technical Advisor	\$80.17	\$	208.35
Technician I	\$29.84	\$	77.55
Technician II	\$35.36	\$	91.90
Technician III	\$41.81	\$	108.67
Technician Specialist	\$65.78	\$	170.96
Toll Technology Analyst	\$56.45	\$	146.72
Toll Technology Consultant	\$79.93	\$	207.75
Utility Coordinator I	\$33.54	\$	87.16
Utility Coordinator II	\$46.32	\$	120.38
VDC Specialist	\$56.71	\$	147.40

HNTB Indiana, Inc.
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Telephone (317) 636-4682
Facsimile (317) 917-5211
www.hntb.com



June 18, 2025

Johnathon Nail
Director of Public Works
City of Westfield

Re: Scope and Fee Proposal
169th and Oak Ridge Roundabout Intersection Improvement Project
HNTB Project Number: 92592-DS-100

Dear Mr. Nail:

We hereby submit our updated proposal for engineering services of the above referenced project, per your request. Our proposal includes the following items:

1. Project and scope description
2. Project Schedule
3. Fee Justification

We appreciate the opportunity to work with you on this project! If you have questions or need additional information, please contact me at 317.917.5321.

Sincerely,

HNTB Indiana, Inc.

A handwritten signature in black ink, appearing to read "Mike Tiger".

Mike Tiger, P.E.
Project Manager

A handwritten signature in black ink, appearing to read "Austin Hastings".

Austin Hastings, P.E.
Vice President

cc:
Joe Rengel, Senior Project Manager
Michael Pearce, City Engineer



Preliminary Schedule	
NTP	7/1/2025
Project Kick-off	7/15/2025
Survey Complete	9/29/2025
Preliminary Geometric Review Meeting	10/29/2025
Stage 1	12/12/2025
Preliminary Field Check	1/16/2026
Geotech Investigation Complete	1/25/2026
Stage 2	4/17/2026
Enviro submittal	5/22/2026
R/W Engineering	7/17/2026
Enviro Approved	9/18/2026
CSGP Permit Submittal	10/16/2026
CSGP 5 NOS	2/12/2027
Utility Relocations (Local Contracts)	6/6/2027
Stage 3/Final Tracings	7/1/2027
Utility Contract Documents	7/6/2027
R/W Clear	7/17/2027
Letting	5/7/2028

169th and Oak Ridge Roundabout Intersection Improvement Project
Board of Public Works, City of Westfield
HNTB Project Number: 92592-DS-100

Purpose and Background

This project is located at the intersection of 169th Street and Oak Ridge Road, approximately 0.57 miles west of the US31 over 169th Street bridge in Washington Township, Hamilton County Indiana. The purpose of this project is to implement improvements known to alleviate congestion and improve the intersection level of service. This intersection is currently a four-way stop controlled. The combination of reduced access points to US 31 and the extension to the north of Grand Park Boulevard has led to the Oak Ridge corridor becoming a major north-south route on the west side of US 31. Eliminating the existing stop-controlled condition at 169th Street and Oak Ridge will aid in optimizing traffic flow from 146th Street to SR 32 and the Grand Park Sports Complex.

Traffic counts were collected by the City of Westfield in 2022 that indicate 17,133 vehicles per day utilize this intersection with approximately 65% of that traffic in the north-south direction. A total of 375 heavy vehicles, or 2.2%, use the intersection daily.

Project and Scope Description

The project consists of engineering design services to produce construction plans and associated contract documents necessary for the intersection improvement within the project limits. The intersection at 169th and Oak Ridge Road will be converted to a single lane roundabout intersection. The design will follow INDOT and FHWA design criteria for the roundabout geometrics as well as the City of Westfield published Construction Standards and Specifications.

Based on the scoping discussion held on June 2nd, 2025, the following assumptions are made:

- The letting or bid opening is anticipated to be in July 2028
- The city will provide Contract Information Book (CIB) templates and assemble the final CIB
- Hydraulic engineering design will be required
- Road engineering design will be required
- No traffic forecasting or analysis is required
- Right-of-way Engineering will be required
- The city will perform real estate services (land acquisition)
- Topographic survey will be required
- Public involvement services are not required
- Environmental documentation will follow the Environmental Assessment (EA) guidelines under the State Environmental Policy Act (SEPA)
- Utility Coordination for relocation will be required
- Maintenance of Traffic Design shall include a full closure
- Pavement Design is not required

The Consultant will provide services as described in Tasks below:

- Task 1 – Project Management**
- Task 2 – Environmental and Permitting**
- Task 3 – Survey**
- Task 4 – Geotech**
- Task 5 – Engineering Design**
- Task 6 – RW Engineering**
- Task 7 – Utility Coordination**
- Task 8 – Construction Phase Services**

Task 1 – Project Management

Objective

The objective of this task is to manage the project, coordinate with discipline leads and communicate regularly with the city project manager.

Coordination

Coordination is required with the city for project development, design review, contract document preparation, utility certification, environmental document approval and geotechnical recommendation implementations.

Activity

The Consultant will perform the following activities:

- Prepare and submit monthly progress reports
- Coordinate with discipline leads
- Monthly Project/Task Management
- Monthly invoice preparation and approval process
- Prepare Contract Information Book (CIB) Documents

Assumptions

- Project development will be 36 months (July 2025 to July 2028)
- HNTB will prepare the CIB documents
- The City of Westfield will prepare final assembly of the CIB for advertisement.
- The City of Westfield will facilitate advertisement of contract documents to bidders
- Travel for management purposes will be limited to two visits to the project site or city office

Task 2 – Environmental and Permitting

Task – 2.1	Environmental
Task – 2.2	Permitting

Task 2.1 - Environmental

Objective

The objective of this task is to perform environmental analysis and develop the appropriate level of environmental document for the Project in compliance with the Indiana Environmental Policy Act (IC-13-12-4). The work will be accomplished following appropriate INDOT regulations and guidance documents, and other pertinent and applicable state requirements.

Coordination

Coordination with the Town of Westfield and resource agencies as needed is anticipated.

Results/Deliverables

The products of this task are:

- State Environmental Assessment (SEA) environmental document and supporting documents

Activity

The Consultant will perform the following activities:

- Deliverable Tracking and Management
- Prepare Purpose and Need Statement
- Prepare and Distribute Early Coordination Letters (ECL)
- Complete a general site visit for water resources investigation and bat habitat assessment
- Prepare a Red Flag Investigation (RFI)
- Perform Range-wide Programmatic Informal Consultation (RPIC)
- Prepare Waters of the U.S. Determination to document the findings of the site visit
- Prepare and submit documentation in compliance with the Indiana Historic Preservation and Archaeology Law (IC 14-21-1)
- Prepare and submit State EA documentation and attachments
- Prepare project commitment database spreadsheet for each design submittal and enter/develop resolutions in the commitment summary database
- Complete the Environmental Consultation Form in support of the Final Plans and Final Tracings

Assumptions

- This project will not receive federal funding and must comply with the Indiana Environmental Policy Act (IC 13-12-4)
- Project activities are not included on the Categorical Exclusion list and a State Environmental Assessment (EA) will be required
- The State EA will be documented on State Form 54278 (R / 2-11)
- Review of the project area by a Qualified Professional Historian will be required. See Gray and Pape Proposal
- Work will not occur in adjacent to or within a National Register-listed or National Register-eligible district or individually qualified above-ground resource
- It is assumed that the work will not adversely affect historical or archaeological sites or structures
- The project will qualify for a State EA
- Right-of-way acquisition will be required
- A Red Flag Investigation (RFI) will be required
- Review of IDEM's Virtual File Cabinet will be completed for no more than 1 site
- A Waters of the U.S. Determination Report will be required
- No sole source aquifer analysis, Section 4(f) analysis, Section 6(f) analysis, karst studies, hazardous materials studies, air quality analysis, or endangered species studies or consultation are required
- The project will not result in substantial floodway impacts

- The RPIC finding will be “No Effect” or “Not Likely to Adversely Affect with or without Avoidance and Minimization Measures”
- The project is not likely to adversely affect the Indiana bat or the northern long eared bat with the implementation of avoidance and minimization measures required for all projects
- No Opportunity to Request a public hearing will be offered
- No public involvement will be required since this is not a federal-aid project

Gray & Pape is pleased to provide a proposal for an archaeological assessment for the 169th Street and Oak Ridge Roundabout in the City of Westfield, Hamilton County, Indiana. As there are no federal monies or permits, Section 106 of the National Historic Act of 1966 does not apply for to this project. In addition, as there are no previously recorded archaeological sites within the project area and the transfer of Indiana state property is not involved as part of this project, IC 14-21-1-18, which regulates historic properties does not apply. Finally, based upon project mapping provided to Gray & Pape by HNTB, the entire project limits have been previously disturbed by residential and commercial development. As part of a due diligence effort, Gray & Pape proposes to submit a letter memo as part of a Certificate of Appropriateness (COA) in order to obtain project clearance letter by the Indiana State Historic Preservation Office (SHPO).

Task 2.2 – Permitting

Objective

The objective of this task is to prepare the permit applications for the project. The work will be accomplished following appropriate INDOT and IDEM regulations and guidance documents, as well as pertinent and applicable state and local requirements.

Coordination

Coordination with the Town of Westfield and resource agencies as needed is anticipated.

Results/Deliverables

The deliverables are a completed Construction Stormwater General Permit application.

Activity

The Consultant will develop the permit application for the Project in accordance with the INDOT Project Development Process and Waterway Permit Manual. Activities are as follows:

- Prepare CSGP permit application

Assumptions

- This project will disturb more than 1 acre and an IDEM Construction Stormwater General permit is required
- No waterway permits are required
- No wetland or stream mitigation is required
- A Construction in a Floodway permit from IDNR will not be required

Task 3 – Topographic Survey

Objective

The objective of this task is to obtain the planimetric and topographical survey data for the Project.

Results/Deliverables

The deliverables for this task include the following:

- Reference ties for control points and benchmarks
- Topographic DGN
- Digital photos
- Survey field book and electronic files
- Recorded Location Control Route Survey Plat (LCRSP)

Coordination

- Coordination is required with utility companies within the project limits via Indiana 811
- Affected property owners within the limits will be contacted via survey notice letter

Activity

The Consultant will perform the following activities:

- Obtain right-of-way, center line, easement, property monumentation and state plane coordinate information as necessary to satisfactorily complete the basic field survey services described herein within the project limits
- Obtain last deed of record, subdivision plats, and section or auditor plats for properties within the project limits from local, and state agencies. The property information shall include parcel number, property owner's name, mailing address and property location. Provide a listing of property information, deeds, plats, and maps
- Establish Primary Horizontal Control within the project limits such that the survey base line(s) can be re-established during construction. A local ground coordinate system will be established and tied to (INGCS) Hamilton Coordinate System
- Tie in the survey base lines to available USPLS section corners and/or existing property/right-of-way monumentation. Necessary section corners will be located or reestablished to adequately define property lines along the limits of the project during the Right-of-way Engineering or Easement Acquisition phase
- Re-establish existing roadway alignments from plans for previous projects
- Research existing right of way plans and deeds or grants via INDOT records search and Hamilton County records
- Plot right-of-way and property lines based on observed physical evidence and record documents acquired from local government agencies
- Perform design survey in sufficient detail to obtain topographic data, utilities, buildings, walls, walks, signs, vaults, and natural and man-made features, as evidenced by facilities at the ground surface and marks by others, necessary for development of project plans

Assumptions

The project area to be field surveyed is as follows:

- 169th Street
 - Topographic data collection will start 500 linear feet west of the intersection of 169th street and Oak Ridge Road continuing east for 930 linear feet to 430 feet east of said intersection. The width of the survey is shown in Figure 1
- Oak Ridge Road
 - Topographic data collection will start 360 linear feet north of the intersection of 169th street and continuing south for 815 linear feet on Oak Ridge Road to 455 linear feet south of said intersection. The width of the survey is shown in Figure 1
- LCRSP
 - Sections to be surveyed are Sections 1 and 2, Township 18 North, Range 3 East

- Work shall be in accordance with Indiana Code (I.C. 25-21.5); Indiana Administrative Code (865 I.A.C. 1-12); and the Design Manual, Indiana Department of Transportation, Part III, Location Surveys (Survey Manual), a copy of which is on file with INDOT. If there is any conflict between I.C. 25-21.5, 865 I.A.C. 1-12, or the Survey Manual, the order of precedence shall be:
 - I.C. 25-21.5,
 - 865 I.A.C. 1-12, and
 - Survey Manual

Items not included:

- Aerial photographs
- Bore hole locations

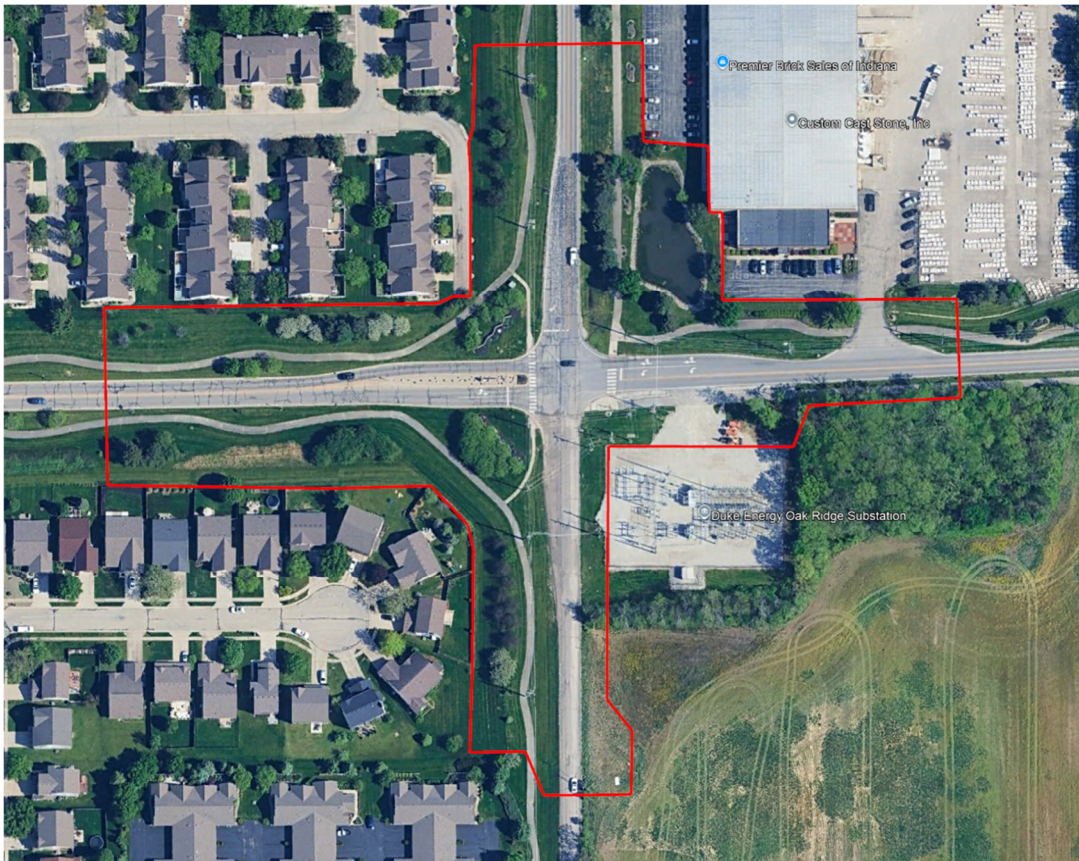


Figure 1

Task 4 – Geotech

HNTB will contract with, manage, and review deliverables for Terracon. The following scope of work will be completed by Terracon:

Our scope of services includes:

- Making a site visit to mark the boring locations, contacting Indiana 811, obtaining an INDOT ROW permit, and notifying property owners of our intention to access their property to perform our explorations;
- Completing hand auger borings where buried and overhead utilities prevent access for machine-operated equipment;
- In accordance with the standard of care for this type of project, performing up to five geotechnical borings as well as offset soundings to collect Shelby tube samples. All borings are planned to a depth of 10 ft; We also will also attempt to obtain a delayed (i.e., 24 hr) water level observation. The field work will be completed using conventional equipment and methods. Traffic control will be provided via signs, cones, and flagmen. Our proposed exploratory program will be submitted to you for approval. We plan to perform the borings on the travel lanes and off the shoulder, provided site conditions allow safe access;
- Completing a geotechnical laboratory testing program sufficient to characterize the subsurface conditions and provide geotechnical considerations; and
- Preparing a geotechnical report that will summarize our observations and test results and provide geotechnical recommendations for the proposed improvements including site preparation and earthwork.

Task 5 – Engineering Design

Task – 5.1	Road Design
Task – 5.2	Traffic Design
Task – 5.3	Hydraulic Design

Task 5.1 – Road Design

Objective

The objective of this task is to develop the intersection design and plans for the Project along with supporting calculations, quantities, estimate, and other submittal documentation required for the Deliverables below.

Coordination

Coordination is required with the city, sub consultants, and task leads for utility coordination, survey, hydraulics, traffic design, hydraulic design, environmental documentation, permit, and right-of-way engineering.

Results/Deliverables

The deliverables are the Roadway plans and contract documents in accordance with the scoping discussion:

- Preliminary Geometric Review Meeting
- Stage 1 Plans / Preliminary Field Check
- Stage 2 Plans
- Stage 3 Plans / Final Tracings Documents

Activity

Activities are as follows:

- Prepare and submit Preliminary Geometric Review documents
- Attend Preliminary Geometric Review and distribute meeting minutes
- Prepare and submit Stage 1 Plans and supporting documents
- Prepare and distribute Preliminary Field Check Agenda
- Attend Preliminary Field Check and distribute meeting minutes
- Prepare and submit Stage 2 Plans and supporting documents
- Prepare and submit Stage 3 Plans / Final Tracing Contract Documents

Assumptions

- Roundabout Design Criteria shall follow the Federal Highway Administration NCHRP Report 672 “Roundabouts: An Information Guide” and the most current edition of the Indiana Design Manual
- Project will utilize 3R Non-Freeway Design Criteria
- 169th Street is classified as an Urban Local Road
- Oak Ridge Road is classified as an Urban Major Collector
- Up to 8 ADA curb ramp design are required
- No level 1 or level 2 design exceptions will be required
- Sidewalk and Multi-Use Path design is required and will be limited to the footprint of the Roundabout and tie-in to existing
- New enclosed and open drainage will be required (ditches, inlets, and pipes) – *See Task 5.3*
- Standard size sheets will be used for plans (full size)
- Cross sections will be required
- Changes to the horizontal and vertical alignments are required
- Underdrain design is not required
- Level One Checklists will be evaluated for the permanent condition
- Pavement widening and full depth pavement replacement is required
- Curb turnouts will be used to facilitate impervious area drainage
- Storm sewer design will be required within the roundabout limits – *See Task 5.3*
- Storm sewer calculations will be required – *See Task 5.3*

- The city will assemble the final Contract Information Book
- The roundabout will be a single lane circulatory roadway with single lane approaches in all directions
- Center island of the roundabout will be a mounded center
- Landscaping of the roundabout center will be provided by the city
- Conduit and irrigation to the center island will be included
- Center island shall be constructed to provide a visible barrier between opposing lanes of traffic
- Guardrail will not be required for the design
- Travel will be limited to 2 visits to the project location or the City of Westfield office
- Preliminary Geometric Review will involve a review of the Roundabout layout, approaches, center placement and fastest path calculations
- Stage 1 plans will serve as the Preliminary Field Check plans
- Stage 3 plans will serve as the Final Tracing plans
- Proposed signing, pavement markings and lighting will be required – *See Task 5.2*

Task 5.2 – Traffic Design

Objective

The objective of this task is to develop the proposed pavement markings, signing, and lighting plans necessary for the roundabout at the intersection of 169th Street and Oak Ridge Road.

Coordination

Coordination is required with the City of Westfield.

Results/Deliverables

The products of this task are:

- Stage 2 Plans
- Stage 3 Plans / Final Tracing contract documents

Activity

The Consultant will perform the following activities:

- Prepare and submit Stage 2 traffic design plans
- Prepare and submit Stage 3/Final Plans traffic design plans
- Participate in PFC and FFC meetings

Assumptions

- No traffic design is required for the Stage 1 submission
- Pavement marking and roundabout signing design shall be in accordance with City of Westfield Standards
- No panel signs are required for this project
- Lane configuration shall be a single lane roundabout
- No traffic analysis or forecasting is required
- Lighting photometrics are not required or included in the scope of work
- Lighting plans will include one light pole on the approach side of all crosswalks, 8 poles in total
- No lighting for trails or sidewalks is required
- City of Westfield to provide sign details for modified W16-7P signs used at crosswalks
- City of Westfield to provide decorative light pole details to be included in the plan submission
- No capacity analysis will be prepared to determine the lane configuration of the roundabout
- No safety analysis will be conducted

Task 5.3 – Hydraulic Design

Culvert Hydraulic Design

Objective

The objective of this task is to perform hydrologic and hydraulic analysis to support up to 6 culvert replacements

Coordination

Coordination is required with the City of Westfield, Roadway Design, and the Environmental Group during design

Results/Deliverables

The deliverables for this task include the following:

- Hydraulic Computations for the culvert analysis will be compiled with the storm sewer and ditch analysis computations and will be submitted with proposed road plans for each proposed culvert replacement, up to 6 replacements

Activity

The Consultant will develop the Hydraulic Analysis in accordance with the City of Westfield Stormwater Management Technical Standards Manual. Activities are as follows:

- Obtain and review existing information
- Develop hydrologic parameters in accordance with the City of Westfield Stormwater Management Technical Standards Manual
- Develop hydraulic models with proposed conditions
- Prepare design computations reports to be included with road plans

Assumptions

- Hydraulic analysis for culverts will be performed using HY-8 version 7.2
- Hydraulic Design Computations will be included with the Stage 2 submittal
- Permits will be obtained in Task 2.2, if required
- No county coordination or approval will be required
- Project impact reviews and/or design requested by agency stakeholders due to planned off-site improvements or maintenance areas are not included
- Hydrologic and hydraulic analysis will be performed in accordance with the City of Westfield Stormwater Management Technical Standards Manual
- Final hydraulic analysis will be created from survey data
- Up to 1 proposal to be provided per culvert
- Rehabilitation proposals will not be required
- No impact to the detention basin northeast of the project area
- Post-construction stormwater quality management will not be required
- Detention will not be required
- Coordination efforts will be conducted as part of Task 1

Storm Sewer Hydraulic Design

Objective

The objective of this task is to perform hydraulic analysis to support approximately 500 linear feet storm sewer design and necessary improvements through the proposed roundabout.

Coordination

Coordination is required with the City of Westfield, Roadway Design, and the Environmental Group during design.

Results/Deliverables

The deliverables for this task include the following:

- Hydraulic Computations for the storm sewer analysis will be compiled with the culvert and ditch analysis computations and will be submitted with proposed road plans for up to 500 linear feet storm sewer.

Activity

The Consultant will develop the Hydraulic Analysis in accordance with City of Westfield Stormwater Management Technical Standards Manual. Activities are as follows:

- Obtain and review existing information
- Develop proposed layout drainage system and areas
- Develop hydrologic parameters in accordance with the City of Westfield Stormwater Management Technical Standards Manual
- Develop storm drain computations
- Develop Inlet Spacing Computations
- Develop HGL & EGL Calculations and Display
- Prepare design computations reports to be included with road plans

Assumptions

- Hydraulic analysis for storm sewer will be performed using SUDA ORD Version 10.03
- Hydraulic Design Computations will be included with the Stage 2 submittal
- Permits will be obtained in Task 2.2, if required
- No county coordination or approval will be required
- Project impact reviews and/or design requested by agency stakeholders due to planned off-site improvements or maintenance areas are not included
- Hydrologic and hydraulic analysis will be performed in accordance with the City of Westfield Stormwater Management Technical Standards Manual
- Final hydraulic analysis will be created from survey data
- Up to 1 roadway alternative will be considered
- Plan production for storm sewers to be performed in Task 6
- Coordination efforts will be conducted as part of Task 1

Roadside Ditches Hydraulic Design

Objective

The objective of this task is to develop the hydrologic and hydraulic analysis to support the roadside ditch design.

Coordination

Coordination is required with the City of Westfield, Roadway Design, and the Environmental Group during design.

Results/Deliverables

The deliverables for this task include the following:

- Hydraulic Computations for the roadside ditch analysis will be compiled with the culvert and storm sewer analysis computations and will be submitted with proposed road plans for up to eight ditches

Activity

The Consultant will develop the Hydraulic Analysis in accordance with the City of Westfield Stormwater Management Technical Standards Manual. Activities are as follows:

- Obtain and review existing information
- Develop hydrologic parameters in accordance with the City of Westfield Stormwater Management Technical Standards Manual

- Develop hydraulic models with proposed conditions
- Prepare design computations reports to be included with road plans

Assumptions

- Hydraulic analysis for ditches will be performed using Bentley Flowmaster Software
- Hydraulic Design Computations will be included with the Stage 2 submittal
- Permits will be obtained in Task 2.2, if required
- No county coordination or approval will be required
- Project impact reviews and/or design requested by agency stakeholders due to planned off-site improvements or maintenance areas are not included
- Hydrologic and hydraulic analysis will be performed in accordance with the City of Westfield Stormwater Management Technical Standards Manual
- Final hydraulic analysis will be created from survey data
- Up to 1 roadway alternative will be considered
- No impact to the detention basin northeast of the project area
- Post-construction stormwater quality management will not be required
- Detention will not be required
- Coordination efforts will be conducted as part of Task 1

Task 6 – Right of Way Engineering

Objective

The objective of this task is to develop the right-of-way engineering parcel and to stake the proposed right-of-way for the project.

Results/Deliverables

The deliverables will be developed in accordance with the INDOT Right-of-way Engineering Manual and include the following:

- Title & encumbrance reports (20 year)
- Right-of-way engineering parcel packets
- Right-of-way staking

Coordination

Coordination is required with the City of Westfield.

Activity

Activities include the following:

- Review survey data and location control route survey plat
- Review design plans and construction limits
- Develop title & encumbrance reports
- Develop right-of-way engineering parcel packets
- Stake proposed right-of-way to be acquired

Assumptions

- Preliminary or Final right-of-way plans will not be developed for this project
- Right-of-way engineering parcel packet to include legal descriptions (Exhibit “A”), parcel plats (Exhibit “B”), area computation sheets, and COCO calculation sheets
- Maximum of six (6) right-of-way parcels (comprised of six (6) tax parcels) are required for this project
- A tax parcel is a tract of land with a unique State Tax I.D. number. It is possible for a right of way parcel (tract of land with a unique parcel owner) to be comprised of multiple tax parcels
- Revisions to one (1) right of way parcel is anticipated due to design changes or owner name changes.
- A 20-year T&E Report will be produced for each tax parcel
- Right-of-way will be staked, as authorized by the client, a maximum of one (1) time with all parcels staked at the same time
- Right-of-way staking is assumed to be a stake out of the new proposed right-of-way within the project area for Utility Relocations

Task 7 – Utility Coordination

Objective

The objective of this task is to complete utility coordination activities.

Activity

Activities are as follows:

- Conduct project initiation and preliminary research of existing facilities
- Transmit initial notice and utility verification correspondence to authorized contact of utilities located within the project limits
- Coordinate with the design team to perform conflict analysis with existing facilities versus proposed design, and determine mitigation strategies, if possible
- Attend Preliminary Field Check meeting
- Complete utility certification and utility special provisions for project
- Track utility coordination process
- Remain informed of utility coordination progress throughout the construction process and remain available to address questions that arise

Results/Deliverables

- Transmittal letters similar to the INDOT Utility Coordination process
- Work plans
- Contract documents

Assumptions

- There will be seventeen (17) utility companies with which to coordinate
- Each utility existing within the project limits will provide a work plan
- Relocation of fifteen (15) utilities is expected on current scope
- One (1) reimbursable relocation included
- Two site visits included
- Utility design is not included
- SUE work is not anticipated

Task 8 – Construction Phase Services

Objective

The objective of this task is to provide construction phase services for the Project.

Results/Deliverables

The products of this task are:

- Review Contract Bid Package
- Response to bidder questions
- Response to contractor inquiries
- Construction changes to plans

Activity

Activity will include the following:

- Review the contract bid package prior to letting and coordinate revisions with the City of Westfield
- Respond to reasonable inquiries concerning accuracy and intent of plans during advertisement and bidding
- Attend preconstruction conference
- Respond to reasonable inquiries concerning accuracy and intent of plans during construction
- Attend Pre-Final Inspection meeting

Assumptions

- No shop drawing reviews are required for this project
- Responses will be needed to up to 6 reasonable construction bidder questions
- Responses will be needed for up to 3 reasonable RFI's during construction

FEE JUSTIFICATION

PROJECT NO.: 92592-DS-100

DESCRIPTION: City of Westfield 169th & Oak Ridge RAB Design

ITEM	HNTB	HNTB	Terracon	Terracon	Gray & Pape		
	Lump Sum	Multiplier	Lump Sum	Unit Rate	Lump Sum		
Task 1 Project Management and Coordination	\$ 28,300						
Task 2 Environmental and Permitting	\$ 33,300				\$ 2,200		
Task 3 Topographical Survey	\$ 45,000						
Task 4 Geotechnical Services	\$ -		\$ 8,300	\$ 10,300			
Task 5.1 Roadway Design and Plan Development	\$ 152,400						
Task 5.2 Traffic Design and Plan Production	\$ 30,000						
Task 5.3 Hydraulics	\$ 35,500						
Task 6 Right-of-Way Engineering	\$ 34,400						
Task 7 Utility Coordination	\$ 39,400						
Task 8 Construction Phase Services		\$ 10,000					
SUBTOTALS \$ 398,300 \$ 10,000 \$ 8,300 \$ 10,300 \$ 2,200							
Sub Percentage 4.8%							
Lump Sum Subtotal \$ 408,800							
Unit Rates Subtotal \$ 10,300							
Multiplier Subtotal \$ 10,000							
GRAND TOTAL \$ 429,100							

Task 1

Project Management and Coordination

PROJECT NO.: 92592-DS-100

DESCRIPTION: City of Westfield 169th & Oak Ridge RAB Design

DESCRIPTION	PERSON HOURS BY CLASSIFICATION											TOTAL HOURS	TOTAL DOLLARS	
		10	9	8	7	6	5	4	3	2	1			
	Office Leader / Program Mgr / Practice Consultant	Dept Mgr / Sr Proj Mgr / Group Director / Proj Director	Section Mgr / PM II / Principal / Sr Tech Advisor	PM1 / Sr Proj Eng / Sr Planner / Tech Advisor	Proj Eng / Public Engagement Mgr / Team Leader / Tech Specialist	Eng III / Planner V / Proj Ctrl Spec II / Sr Proj Analyst / Sr Proj Surveyor	Eng II / Planner IV / Proj Ctrl Spec I / Sr Tech	Eng I / Planner III / Proj Surveyor / Sr Public Engagement Spec / Tech III	Planner II / Proj Analyst II / Sr Surveyor / Utility Coordinator II	Intern / Planner I / Proj Coordinator / Tech II				
<u>Project Management and Coordination</u>												/ TASK		
Project / Task Management (36 months)				36		18							54	
Monthly Progress Reports (36 months)				18									18	
Contract administration / Invoice Preparation (36 months)						18				18			36	
Survey Coordination and Verification				2		2							4	
Coordinate with Geotech				4									4	
Coordinate with Environmental				4									4	
Coordinate with Right-of-Way				4		4							8	
Coordinate with Utilities				8		8							16	
Prepare CIB Documents				2		2							4	
TOTAL - HOURS:		0	0	78	0	52	0	0	0	18	0		148	
LABOR RATES PER HOUR		\$221.15	\$221.12	\$218.70	\$198.62	\$172.44	\$168.13	\$140.69	\$128.24	\$123.43	\$90.76			
TOTAL DIRECT SALARY COST		\$0.00	\$0.00	\$17,058.91	\$0.00	\$8,967.04	\$0.00	\$0.00	\$0.00	\$2,221.82	\$0.00			\$28,247.76

DIRECT EXPENSES

Mileage	2	Trips x	8	Mi./Trip x	\$0.49	(round trip from local office to project site or City Office)							\$7.84
Prints	10	Sets x	40	Sheets	\$0.09								\$36.00
TOTAL DIRECT EXPENSE COST													\$43.84

TOTAL FEE

\$28,300.00

Task 2 Environmental and Permitting

PROJECT NO.: 92592-DS-100

DESCRIPTION: City of Westfield 169th & Oak Ridge RAB Design

DESCRIPTION	PERSON HOURS BY CLASSIFICATION											TOTAL HOURS / TASK	TOTAL DOLLARS
		10	9	8	7	6	5	4	3	2	1		
		Office Leader / Program Mgr / Practice Consultant	Dept Mgr / Sr Proj Mgr / Group Director / Proj Director	Section Mgr / PM II / Principal / Sr Tech Advisor	PM1 / Sr Proj Eng / Sr Planner / Tech Advisor	Proj Eng / Public Engagement Mgr / Team Leader / Tech Specialist	Eng III / Planner V / Proj Ctrl Spec II / Sr Proj Analyst / Sr Proj Surveyor	Eng II / Planner IV / Proj Ctrl Spec I / Sr Tech	Eng I / Planner III / Proj Surveyor / Sr Public Engagement Spec / Tech III	Planner II / Proj Analyst II / Sr Surveyor / Utility Coordinator II	Intern / Planner I / Proj Coordinator / Tech II		
State EA													
Deliverable Tracking and Management			1		8							9	
Prepare Purpose and Need Statement			1		2			2				5	
Early Coordination Letters					2			2		6		10	
Perform a field visit to the project site & Bat inspections					8			8		8		24	
Red Flag Investigation/ VFC Review			1		2			2		6		11	
Rangewide Programmatic Information Consultation					2			2		4		8	
Waters of the U.S. Report			1		8			16		16		41	
Prepare State AE and attachments			2		4			16				22	
Review of Cultural Resource Documentation					1							1	
Commitment Development			1		2			2				5	
CSGP													
Preparation of SWPPP			1		4		16		24			45	
Erosion Control Review							12		8			20	
QA/QC							4					4	
Coordination with resource agencies & City Officials					2		4					6	
Publish Public Notice									2			2	
TOTAL - HOURS:		0	8	0	45	0	36	50	34	40	0	213	
LABOR RATES PER HOUR		\$221.15	\$221.12	\$218.70	\$198.62	\$172.44	\$168.13	\$140.69	\$128.24	\$123.43	\$90.76		
TOTAL DIRECT SALARY COST		\$0.00	\$1,768.96	\$0.00	\$8,937.95	\$0.00	\$6,052.68	\$7,034.40	\$4,360.32	\$4,937.37	\$0.00		\$33,091.69

DIRECT EXPENSES

Mileage (Round trip Indy to Project)	1	Trips x	42	Mi./Trip x	\$0.49	(round trip from Indy to project site)							\$20.58
CSGP Public Notice	1	Notice	1	Days x	\$100.00								\$100.00
Copies / plots for field and office	3	Sets x	40	Sheets	\$0.09	/ Page							\$10.80
TOTAL DIRECT EXPENSE COST													\$131.38

SUBCONSULTANT FEE

Gray and Pape												LUMP SUM	\$2,200
												TOTAL SUBCONSULTANT FEE	\$2,200.00
												TOTAL FEE	\$35,500.00

Task 3

Topographical Survey

PROJECT NO.: 92592-DS-100

DESCRIPTION: City of Westfield 169th & Oak Ridge RAB Design

DESCRIPTION	PERSON HOURS BY CLASSIFICATION											TOTAL HOURS	TOTAL DOLLARS
		10	9	8	7	6	5	4	3	2	1		
		Office Leader / Program Mgr / Practice Consultant	Dept Mgr / Sr Proj Mgr / Group Director / Proj Director	Section Mgr / PM II / Principal / Sr Tech Advisor	PM1 / Sr Proj Eng / Sr Planner / Tech Advisor	Proj Eng / Public Engagement Mgr / Team Leader / Tech Specialist	Eng III / Planner V / Proj Ctrl Spec II / Sr Proj Analyst / Sr Proj Surveyor	Eng II / Planner IV / Proj Ctrl Spec I / Sr Tech	Eng I / Planner III / Proj Surveyor / Sr Public Engagement Spec / Tech III	Planner II / Proj Analyst II / Sr Surveyor / Utility Coordinator II	Intern / Planner I / Proj Coordinator / Tech II		
Field Data Collection												/ TASK	
Mobilization / Demobilization				2			2			2	2	8	
Field crew coordination / supervision							4					4	
Field preparation							2			2	2	6	
Control - set and reference										6	6	12	
Vertical - set and reference										6	6	12	
Topographic Survey - 1,745 linear feet										30	30	60	
Storm & Utility Structures (not to exceed 20)										8	8	16	
Field sketches										2	2	4	
Alignment set and reference										6	6	12	
Section/Donation/ property corner location (2 sections)										12	12	24	
Deed Research (Hamilton County)										6		6	
Download and scan field data										2		2	
Utility Coordination							3					3	
Locate and detail utilities										4	4	8	
Office Survey												0	
Office coordination / supervision							6					6	
Survey notice letters							2					2	
Reduce notes and process files										6		6	
Prepare Topographic DGN										8	20	28	
Field Linework QC				1			2				4	7	
Prepare Alignment				1			4				8	13	
Prepare LCRSP							6			12	33	51	
LCRSP QC				2			4			8		14	
Record LCRSP											6	6	
Prepare Property Lines							10			12		22	
QA/QC topo DGN				2			4	8				14	
Prepare & QC field book				2			8	8				18	
TOTAL - HOURS:		0	0	10	0	0	57	16	0	132	149	364	
LABOR RATES PER HOUR		\$221.15	\$221.12	\$218.70	\$198.62	\$172.44	\$168.13	\$140.69	\$128.24	\$123.43	\$90.76		
TOTAL DIRECT SALARY COST		\$0.00	\$0.00	\$2,187.04	\$0.00	\$0.00	\$9,583.41	\$2,251.01	\$0.00	\$16,293.32	\$13,523.54		\$43,838.32

DIRECT EXPENSES

Mileage (Round trip Indy to Project)	12	Trips x	42	Mi./Trip x	\$0.49	(round trip from Indy to project site)							\$246.96
Mileage (Project Site)	12	Trips x	5	Mi./Trip x	\$0.49								\$29.40
DoxPop Deed Research Subscription			1	Month x	\$96.00	/ Month							\$96.00
Document Research			150	Pages	\$1.00	/ Page							\$150.00
Field Supplies			12	days	\$50.00	/Day							\$600.00
Copies / plots for field and office	2	Sets x	100	Sheets	\$0.09	/ Page							\$18.00
TOTAL DIRECT EXPENSE COST													\$1,140.36

TOTAL FEE

\$45,000.00

Task 4

Geotechnical Services

PROJECT NO.: 92592-DS-100

DESCRIPTION: City of Westfield 169th & Oak Ridge RAB Design

DESCRIPTION	PERSON HOURS BY CLASSIFICATION											TOTAL HOURS	TOTAL DOLLARS
		10	9	8	7	6	5	4	3	2	1		
		Office Leader / Program Mgr / Practice Consultant	Dept Mgr / Sr Proj Mgr / Group Director / Proj Director	Section Mgr / PM II / Principal / Sr Tech Advisor	PM1 / Sr Proj Eng / Sr Planner / Tech Advisor	Proj Eng / Public Engagement Mgr / Team Leader / Tech Specialist	Eng III / Planner V / Proj Ctrl Spec II / Sr Proj Analyst / Sr Proj Surveyor	Eng II / Planner IV / Proj Ctrl Spec I / Sr Tech	Eng I / Planner III / Proj Surveyor / Sr Public Engagement Spec / Tech III	Planner II / Proj Analyst II / Sr Surveyor / Utility Coordinator II	Interna / Planner I / Proj Coordinator / Tech II		
<u>HNTB Subconsultant Deliverable Review</u>												/ TASK	
HNTB Review of Final Report												0	
TOTAL - HOURS:		0	0	0	0	0	0	0	0	0	0	0	
LABOR RATES PER HOUR		\$221.15	\$221.12	\$218.70	\$198.62	\$172.44	\$168.13	\$140.69	\$128.24	\$123.43	\$90.76		
TOTAL DIRECT SALARY COST		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00

DIRECT EXPENSES

Mileage	0	Trips x	8	Mi./Trip x	\$0.49								\$0.00
Prints	0	Sets x	40	Sheets	\$0.09								\$0.00
TOTAL DIRECT EXPENSE COST													\$0.00

HNTB LUMP SUM FEE

SUBCONSULTANT FEE

Terracon	LUMP SUM	\$8,300
Terracon	UNIT RATE	\$10,300
TOTAL SUBCONSULTANT FEE		\$18,600.00
TOTAL FEE		\$18,600.00

Task 5.1

Roadway Design and Plan Development

PROJECT NO.:

92592-DS-100

DESCRIPTION:

City of Westfield 169th & Oak Ridge RAB Design

DESCRIPTION	PERSON HOURS BY CLASSIFICATION											TOTAL HOURS / TASK	TOTAL DOLLARS
	10	9	8	7	6	5	4	3	2	1			
	Office Leader / Program Mgr / Practice Consultant	Dept Mgr / Sr Proj Mgr / Group Director / Proj Director	Section Mgr / PM II / Principal / Sr Tech Advisor	PM1 / Sr Proj Eng / Sr Planner / Tech Advisor	Proj Eng / Public Engagement Mgr / Team Leader / Tech Specialist	Eng III / Planner V / Proj Ctrl Spec II / Sr Proj Analyst / Sr Proj Surveyor	Eng II / Planner IV / Proj Ctrl Spec I / Sr Tech	Eng I / Planner III / Proj Surveyor / Sr Public Engagement Spec / Tech III	Planner II / Proj Analyst II / Sr Surveyor / Utility Coordinator II	Intern / Planner I / Proj Coordinator / Tech II			
Preliminary Geometric Review													
Typical Sections - Design			2		4	8	8					22	
Geometric Layout			4		8	16	16					44	
Design Computations - Fastest Path Calculations only			2		4	4						10	
Attend Meeting & Distribute minutes			2		2							4	
Stage 1													
CADD setup					8	16	16					40	
Geometrics			4		4	8	16					32	
Template development					2	4						6	
Model development					4	24						28	
Level One Checklists					2	2						4	
Design Computations			2		4	4						10	
Plan Development													
Title Sheet						2	2					4	
Index/General Notes						2	2					4	
Utility Information							2					2	
Typical Sections - Update following Geometric Review					2	4	4					10	
Detour Route Details						4	8					12	
Plan and Profile			8		16	24	40					88	
Preliminary Roundabout Details			4		4	8	16					32	
ADA Curb Ramp Design (8 total)			4		16	24	40					84	
Shared Use Path Layout			2		4	8	16					30	
Cross Sections						8	8					16	
Quantities			2		8	8						18	
Cost Estimate			2		2							4	
QA/QC		8	16									24	
Preliminary Field Check													
PFC Meeting & Agenda/Minutes			4		4							8	
Stage 2 Plans													
Update Design from Stage 1 / PFC			2		2	8	8					20	
Update MOT Detour Sheets						4	4					8	
Incorporate Drainage Design into Plans			2		4	8	8					22	
Preliminary Approach Table					8	8	16					32	
Preliminary Structure Data Table			2		4	4	8					18	
Preliminary Misc. Tables (RW, ADA ramps, path, etc.)					4	8	16					28	
Initiate Stormwater Quality Manager Determination					2							2	
Update calcs and level one checklists					2	2						4	
Develop Contract Provisions			4		4							8	
Calculate Quantities			2		4	8						14	
Update Cost Estimate			2		2							4	
QA/QC		8	16									24	
Stage 3 Plans / Final Tracings													
Update Design per Stage 2 review			2		2	8	8					20	
Erosion Control Plans, Table, and Quantities			2			8	16					26	
Final Design and Finalize Modeling					4	8	16					28	
Final Plan Cleanup					4	8	16					28	
Cross Sections Finalized						4	4					8	
Finalize Approach Table					2	4	4					10	
Finalize Structure Data Table						2	2					4	
Miscellaneous Tables (r/w markers, ADA ramp, paths etc.)					2	4	8					14	
Earthwork Summary Table						2	2					4	

Task 5.1

Roadway Design and Plan Development

PROJECT NO.: 92592-DS-100

DESCRIPTION: City of Westfield 169th & Oak Ridge RAB Design

DESCRIPTION	PERSON HOURS BY CLASSIFICATION											TOTAL HOURS / TASK	TOTAL DOLLARS
		10	9	8	7	6	5	4	3	2	1		
	Office Leader / Program Mgr / Practice Consultant	Dept Mgr / Sr Proj Mgr / Group Director / Proj Director	Section Mgr / PM II / Principal / Sr Tech Advisor	PM1 / Sr Proj Eng / Sr Planner / Tech Advisor	Proj Eng / Public Engagement Mgr / Team Leader / Tech Specialist	Eng III / Planner V / Proj Ctrl Spec II / Sr Proj Analyst / Sr Proj Surveyor	Eng II / Planner IV / Proj Ctrl Spec I / Sr Tech	Eng I / Planner III / Proj Surveyor / Sr Public Engagement Spec / Tech III	Planner II / Proj Analyst II / Sr Surveyor / Utility Coordinator II	Intern / Planner I / Proj Coordinator / Tech II			
Finalize Design Computations				2		4	8					14	
Finalize Contract Provisions				2		2						4	
Finalize Quantities						2	4					6	
Finalize Cost Estimate				2		2						4	
QA/QC			8	16								24	
TOTAL - HOURS:		0	24	114	0	158	288	330	0	0	0	914	
LABOR RATES PER HOUR		\$221.15	\$221.12	\$218.70	\$198.62	\$172.44	\$168.13	\$140.69	\$128.24	\$123.43	\$90.76		
TOTAL DIRECT SALARY COST		\$0.00	\$5,306.88	\$24,932.25	\$0.00	\$27,246.01	\$48,421.42	\$46,427.03	\$0.00	\$0.00	\$0.00		\$152,333.59

DIRECT EXPENSES

Mileage	2	Trips x	8	Mi./Trip x	\$0.49	(round trip from local office to project site)						\$7.84
Prints	10	Sets x	40	Sheets	\$0.09							\$36.00
TOTAL DIRECT EXPENSE COST												\$43.84

TOTAL FEE

\$152,400.00

Task 5.2 Traffic Design and Plan Production

PROJECT NO.: 92592-DS-100
DESCRIPTION: City of Westfield 169th & Oak Ridge RAB Design

DESCRIPTION	PERSON HOURS BY CLASSIFICATION											TOTAL HOURS / TASK	TOTAL DOLLARS
		10	9	8	7	6	5	4	3	2	1		
		Office Leader / Program Mgr / Practice Consultant	Dept Mgr / Sr Proj Mgr / Group Director / Proj Director	Section Mgr / PM II / Principal / Sr Tech Advisor	PMI / Sr Proj Eng / Sr Planner / Tech Advisor	Proj Eng / Public Engagement Mgr / Team Leader / Tech Specialist	Eng III / Planner V / Proj Ctrl Spec II / Sr Proj Analyst / Sr Proj Surveyor	Eng II / Planner IV / Proj Ctrl Spec I / Sr Tech	Eng I / Planner III / Proj Surveyor / Sr Public Engagement Spec / Tech III	Planner II / Proj Analyst II / Sr Surveyor / Utility Coordinator II	Intern / Planner I / Proj Coordinator / Tech II		
Stage 2 Plans													
Coordination with City of Westfield						2						2	
Lighting Design								16	16		8	40	
Signing & Marking Design								18	8		8	34	
Lighting Tables								10				10	
Signing & Pavement Marking Plans								16	12		8	36	
Sheet Sign Summary Table								8				8	
Pavement Marking Summary Table								8				8	
Voltage Drop Calculation								4	8			12	
Design Documentation								4				4	
Update Quantities (included in Task 5.1)													
QA/QC				8		8		8				24	
Stage 3/Final Tracings Plans													
Update Lighting Plans								4			4	8	
Update Signing Plans								4			4	8	
Update Marking Plans								4			4	8	
Sheet Sign Summary Table								4			4	8	
Pavement Marking Summary Table								4			4	8	
Update Quantities (included in Task 5.1)													
Contract Special Provisions (included in Task 5.1)													
QA/QC				2		2		2				6	
TOTAL - HOURS:		0	0	10	0	12	0	114	44	0	44	224	
LABOR RATES PER HOUR		\$221.15	\$221.12	\$218.70	\$198.62	\$172.44	\$168.13	\$140.69	\$128.24	\$123.43	\$90.76		
TOTAL DIRECT SALARY COST		\$0.00	\$0.00	\$2,187.04	\$0.00	\$2,069.32	\$0.00	\$16,038.43	\$5,642.77	\$0.00	\$3,993.53		\$29,931.09

DIRECT EXPENSES

Mileage	2	Trips x	8	Mi./Trip x	\$0.49	(round trip from local office to project site)						\$7.84
Prints	10	Sets x	40	Sheets	\$0.09							\$36.00
TOTAL DIRECT EXPENSE COST												\$43.84

TOTAL FEE

\$30,000.00

Task 5.3

Hydraulics

PROJECT NO.: 92592-DS-100

DESCRIPTION: City of Westfield 169th & Oak Ridge RAB Design

DESCRIPTION	PERSON HOURS BY CLASSIFICATION											TOTAL HOURS / TASK	TOTAL DOLLARS
		10	9	8	7	6	5	4	3	2	1		
	Office Leader / Program Mgr / Practice Consultant	Dept Mgr / Sr Proj Mgr / Group Director / Proj Director	Section Mgr / PM II / Principal / Sr Tech Advisor	PM1 / Sr Proj Eng / Sr Planner / Tech Advisor	Proj Eng / Public Engagement Mgr / Team Leader / Tech Specialist	Eng III / Planner V / Proj Ctrl Spec II / Sr Proj Analyst / Sr Proj Surveyor	Eng II / Planner IV / Proj Ctrl Spec I / Sr Tech	Eng I / Planner III / Proj Surveyor / Sr Public Engagement Spec / Tech III	Planner II / Proj Analyst II / Sr Surveyor / Utility Coordinator II	Intern / Planner I / Proj Coordinator / Tech II			
Hydraulic Analysis - Culverts													
Obtain and Review Existing Information					4			8					12
Hydrologic Conditions (up to 6 culverts)						12		14	30				56
Hydraulics (up to 6 culverts)						8		12	24				44
Storm Sewer Design & Report Development													
Obtain Existing Information					2	2		2					6
Layout Drainage System and Areas					2	2		4					8
Develop Hydrologic Conditions					2	2		10					14
Storm Drain Computations					2	2		10					14
Inlet Spacing Computations					2	2		6					10
HGL & EGL Calculations and Display					2	2		6					10
Roadside Ditches Hydraulic Analysis													
Design proposed ditches (8)					2	2		8	8				20
Hydraulic Computations													
Prepare Design Computations (up to 6 small structures, 1 storm system, roadside ditches)					2	8		8					18
QA/QC				4	8	8							20
TOTAL - HOURS:		0	0	4	28	50	0	88	62	0	0		232
LABOR RATES PER HOUR		\$221.15	\$221.12	\$218.70	\$198.62	\$172.44	\$168.13	\$140.69	\$128.24	\$123.43	\$90.76		
TOTAL DIRECT SALARY COST		\$0.00	\$0.00	\$874.82	\$5,561.39	\$8,622.15	\$0.00	\$12,380.54	\$7,951.18	\$0.00	\$0.00		\$35,390.08

DIRECT EXPENSES

Mileage	0	Trips x	8	Mi./Trip x	\$0.49								\$0.00
Prints	4	Sets x	30	Sheets	\$0.09								\$10.80
TOTAL DIRECT EXPENSE COST													\$10.80

TOTAL FEE

\$35,500.00

Task 6

Right-of-Way Engineering

PROJECT NO.: 92592-DS-100

DESCRIPTION: City of Westfield 169th & Oak Ridge RAB Design

DESCRIPTION	PERSON HOURS BY CLASSIFICATION											TOTAL HOURS / TASK	TOTAL DOLLARS
		10	9	8	7	6	5	4	3	2	1		
		Office Leader / Program Mgr / Practice Consultant	Dept Mgr / Sr Proj Mgr / Group Director / Proj Director	Section Mgr / PM II / Principal / Sr Tech Advisor	PMI / Sr Proj Eng / Sr Planner / Tech Advisor	Proj Eng / Public Engagement Mgr / Team Leader / Tech Specialist	Eng III / Planner V / Proj Ctrl Spec II / Sr Proj Analyst / Sr Proj Surveyor	Eng II / Planner IV / Proj Ctrl Spec I / Sr Tech	Eng I / Planner III / Proj Surveyor / Sr Public Engagement Spec / Tech III	Planner II / Proj Analyst II / Sr Surveyor / Utility Coordinator II	Intern / Planner I / Proj Coordinator / Tech II		
Right of Way Engineering (6 Parcels)													
Task Management				4		4						8	
Review Abstracting						6						6	
Property Line Verification						16						16	
Parcel Calculations						12						12	
Electronic Submittal								2				2	
Prepare Coordinate Geometry Batch Files						12						12	
Prepare Legal Descriptions						6						6	
Perform Area Computations								6				6	
Develop Right of Way Parcel Plats								36				36	
Prepare Parcel Packets								6				6	
QA/QC Parcel Packets				6		12		6				24	
TOTAL - HOURS:		0	0	10	0	68	0	56	0	0	0	134	
LABOR RATES PER HOUR		\$221.15	\$221.12	\$218.70	\$198.62	\$172.44	\$168.13	\$140.69	\$128.24	\$123.43	\$90.76		
TOTAL DIRECT SALARY COST		\$0.00	\$0.00	\$2,187.04	\$0.00	\$11,726.13	\$0.00	\$7,878.53	\$0.00	\$0.00	\$0.00		\$21,791.70

DIRECT EXPENSES

Mileage	2	Trips x	42	Mi./Trip x	\$0.49	(round trip from Indy to project site)						\$41.16
Additional R/W Engineering (same owner, addn'l tax parcel)			0	tax parcels	\$1,500.00							\$0.00
Revisions (from design change or ownership change)			1	parcels	\$2,000.00							\$2,000.00
T&E Reports (20 year, provided by HNTB)			6	tax parcels	\$800.00	each						\$4,800.00
T&E Report Copies			600	Copies	\$1.00	each						\$600.00
Prints	6	Sets x	100	Sheets	\$0.09							\$54.00
Staking (for Utility Relocation)			6	parcels	\$800.00	each						\$4,800.00
Staking supplies (lath, hubs, flagging, etc.)			6	parcels	\$50.00							\$300.00
TOTAL DIRECT EXPENSE COST												\$12,595.16

TOTAL FEE	\$34,400.00
Total Tax Parcels	6
Total Parcels	6
ROW Engineering, per parcel	\$3,981.00
ROW Staking, per parcel	\$850.00
T&E Reports, per parcel	\$900.00

Task 7 Utility Coordination

PROJECT NO.: 92592-DS-100
DESCRIPTION: City of Westfield 169th & Oak Ridge RAB Design

DESCRIPTION	PERSON HOURS BY CLASSIFICATION											TOTAL HOURS	TOTAL DOLLARS
		10	9	8	7	6	5	4	3	2	1		
		Office Leader / Program Mgr / Practice Consultant	Dept Mgr / Sr Proj Mgr / Group Director / Proj Director	Section Mgr / PM II / Principal / Sr Tech Advisor	PM1 / Sr Proj Eng / Sr Planner / Tech Advisor	Proj Eng / Public Engagement Mgr / Team Leader / Tech Specialist	Eng III / Planner V / Proj Ctrl Spec II / Sr Proj Analyst / Sr Proj Surveyor	Eng II / Planner IV / Proj Ctrl Spec I / Sr Tech	Eng I / Planner III / Proj Surveyor / Sr Public Engagement Spec / Tech III	Planner II / Proj Analyst II / Sr Surveyor / Utility Coordinator II	Intern / Planner I / Proj Coordinator / Tech II		
Utility Coordination												/ TASK	
Coordination / Management													
Project Interdisciplinary Coordination					40							40	
Initial Notice Phase													
Initial Notice Letter					8							8	
Receive Initial Notice responses					8							8	
Update response tracking					4							4	
Verification Phase													
Verification of facilities letter					8							8	
Utility reimbursement coordination (1)					4							4	
Receive/review verification letter responses					8							8	
Coordinate with designer to correct or input missing utilities on plans					2							2	
Attend Field Visits (1)					4							4	
All Utility Meeting					4							4	
Update response tracking					8							8	
Conflict Analysis Phase													
Conflict Analysis letter					8							8	
Receive and review responses					8							8	
Conflict Review and Resolution					16							16	
Update response tracking					8							8	
Work Plan Phase													
Work Plan request letter					8							8	
Review work plan responses from each utility					8							8	
Coordinate for relocation time in time set determined by utility					2							2	
Prepare utility coordination certificate, 107-R-169, and					4							4	
Update response tracking					8							8	
Utility Relocation Management													
Attend on-site relocation meeting (1)					4							4	
Receive updates from utility on relocation status					19							19	
Update tracking					8							8	
TOTAL - HOURS:		0	0	0	198	0	0	0	0	0	0	198	
LABOR RATES PER HOUR		\$221.15	\$221.12	\$218.70	\$198.62	\$172.44	\$168.13	\$140.69	\$128.24	\$123.43	\$90.76		
TOTAL DIRECT SALARY COST		\$0.00	\$0.00	\$0.00	\$39,326.99	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$39,326.99

DIRECT EXPENSES

Mileage	2	Trips x	42	Mi./Trip x	\$0.49	(round trip from Indy to project site)							\$41.16
Prints	5	Sets x	40	Sheets	\$0.09								\$18.00
TOTAL DIRECT EXPENSE COST													\$59.16

TOTAL FEE \$39,400.00

Task 8

Construction Phase Services

PROJECT NO.: 92592-DS-100

DESCRIPTION: City of Westfield 169th & Oak Ridge RAB Design

DESCRIPTION	PERSON HOURS BY CLASSIFICATION											TOTAL HOURS / TASK	TOTAL DOLLARS
		10	9	8	7	6	5	4	3	2	1		
		Office Leader / Program Mgr / Practice Consultant	Dept Mgr / Sr Proj Mgr / Group Director / Proj Director	Section Mgr / PM II / Principal / Sr Tech Advisor	PM1 / Sr Proj Eng / Sr Planner / Tech Advisor	Proj Eng / Public Engagement Mgr / Team Leader / Tech Specialist	Eng III / Planner V / Proj Ctrl Spec II / Sr Proj Analyst / Sr Proj Surveyor	Eng II / Planner IV / Proj Ctrl Spec I / Sr Tech	Eng I / Planner III / Proj Surveyor / Sr Public Engagement Spec / Tech III	Planner II / Proj Analyst II / Sr Surveyor / Utility Coordinator II	Intern / Planner I / Proj Coordinator / Tech II		
Construction Phase Services													
Review Contract Bid Package				2		2						4	
Respond to Bidder Questions				8		16						24	
Attend Preconstruction Conference				2		2						4	
Attend Pre-Final Inspection				2		2						4	
Respond to Construction Questions / RFIs				8		8						16	
TOTAL - HOURS:		0	0	22	0	30	0	0	0	0	0	52	
LABOR RATES PER HOUR		\$221.15	\$221.12	\$218.70	\$198.62	\$172.44	\$168.13	\$140.69	\$128.24	\$123.43	\$90.76		
TOTAL DIRECT SALARY COST		\$0.00	\$0.00	\$4,811.49	\$0.00	\$5,173.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$9,984.78

DIRECT EXPENSES

Mileage	2	Trips x	8	Mi./Trip x	\$0.49	(round trip from local office to project site)							\$7.84
Meals	0	Persons x	40	Days x	\$41.00								\$0.00
TOTAL DIRECT EXPENSE COST													\$7.84

TOTAL FEE

\$10,000.00

RATE JUSTIFICATION

PROJECT NO.:

92592-DS-100

DES. NO.: 0

DESCRIPTION:

City of Westfield 169th & Oak Ridge RAB Design

CATEGORY		AVG of CATEGORY	Year 1	Year 2	Year 3	Year 4	Year 5	Weighted Rate for Fee Justification
			25 % of work	50 % of work	15 % of work	10 % of work	% of work	
10	Office Leader / Program Mgr / Practice Consultant	\$ 214.00	\$ 214.00	\$ 220.42	\$ 227.03	\$ 233.84	\$ 240.86	\$ 221.15
9	Dept Mgr / Sr Proj Mgr / Group Director / Proj Director	\$ 213.97	\$ 213.97	\$ 220.39	\$ 227.00	\$ 233.81	\$ 240.83	\$ 221.12
8	Section Mgr / PM II / Principal / Sr Tech Advisor	\$ 211.63	\$ 211.63	\$ 217.98	\$ 224.52	\$ 231.26	\$ 238.20	\$ 218.70
7	PMI / Sr Proj Eng / Sr Planner / Tech Advisor	\$ 192.20	\$ 192.20	\$ 197.97	\$ 203.91	\$ 210.02	\$ 216.32	\$ 198.62
6	Proj Eng / Public Engagement Mgr / Team Leader / Tech Specialist	\$ 166.87	\$ 166.87	\$ 171.87	\$ 177.03	\$ 182.34	\$ 187.81	\$ 172.44
5	Eng III / Planner V / Proj Ctrl Spec II / Sr Proj Analyst / Sr Proj Surveyor	\$ 162.69	\$ 162.69	\$ 167.58	\$ 172.60	\$ 177.78	\$ 183.11	\$ 168.13
4	Eng II / Planner IV / Proj Ctrl Spec I / Sr Tech	\$ 136.14	\$ 136.14	\$ 140.22	\$ 144.43	\$ 148.76	\$ 153.23	\$ 140.69
3	Eng I / Planner III / Proj Surveyor / Sr Public Engagement Spec / Tech III	\$ 124.10	\$ 124.10	\$ 127.82	\$ 131.66	\$ 135.61	\$ 139.67	\$ 128.24
2	Planner II / Proj Analyst II / Sr Surveyor / Utility Coordinator II	\$ 119.44	\$ 119.44	\$ 123.03	\$ 126.72	\$ 130.52	\$ 134.44	\$ 123.43
1	Intern / Planner I / Proj Coordinator / Tech II	\$ 87.83	\$ 87.83	\$ 90.46	\$ 93.18	\$ 95.97	\$ 98.85	\$ 90.76

NOTES:

1. Profit percentage is defined as 10%
2. Year 1 is 01/01/25 - 12/31/25. Year 2 is 01/01/26 - 12/31/26. Year 3 is 01/01/27 - 12/31/27. Year 4 is 01/01/28 - 12/31/28. An annual increase of 3% is assumed
4. Weighted rate developed assuming calendar work distribution percentages shown above.

HNTB Project 92592
Westfield 169th & Oak Ridge RAB Design
HNTB Rates

Direct Labor	100.00%
Overhead Rate	135.58%
Labor & Overhead	235.58%
Profit	10.00%
Subtotal	259.14%
Cost of Money	0.76%
Total	259.90%

CONTRACT RATES

Classification	Average Rate	Billing Rate
Administrator	\$39.94	\$ 103.80
Analyst	\$64.12	\$ 166.65
Construction Field Specialist	\$70.62	\$ 183.53
Construction Manager	\$78.04	\$ 202.82
Construction Rep I	\$36.76	\$ 95.54
Construction Rep II	\$41.06	\$ 106.70
Construction Rep III	\$47.12	\$ 122.46
Department Manager	\$82.30	\$ 213.89
Designer/Developer	\$47.19	\$ 122.65
Digital Media Specialist	\$37.04	\$ 96.27
Digital Solutions Technologist	\$79.21	\$ 205.87
Document Controls Specialist	\$44.86	\$ 116.58
Engineer I	\$40.69	\$ 105.76
Engineer II	\$47.15	\$ 122.53
Engineer III	\$53.20	\$ 138.27
Estimator I	\$38.40	\$ 99.80
Estimator II	\$41.04	\$ 106.66
Estimator III	\$57.68	\$ 149.91
Field Engineer I	\$37.38	\$ 97.15
Field Engineer II	\$45.30	\$ 117.74
Field Engineer III	\$49.76	\$ 129.33
Finance Manager	\$82.34	\$ 214.00
General Clerk	\$21.16	\$ 54.99
GIS Analyst	\$51.68	\$ 134.32
Group Director	\$82.34	\$ 214.00
Inspector I	\$29.83	\$ 77.51
Inspector II	\$36.15	\$ 93.96
Inspector III	\$41.99	\$ 109.14
Intern	\$27.45	\$ 71.34

National Practice	\$82.34	\$	214.00
Office Engineer	\$64.36	\$	167.27
Office Leader	\$82.34	\$	214.00
Office Technician	\$26.88	\$	69.86
Planner I	\$37.82	\$	98.30
Planner II	\$44.56	\$	115.81
Planner III	\$47.44	\$	123.30
Planner IV	\$54.11	\$	140.62
Planner V	\$61.15	\$	158.94
Practice Consultant	\$82.34	\$	214.00
Principal	\$82.34	\$	214.00
Program Manager	\$82.34	\$	214.00
Project Analyst I	\$40.88	\$	106.25
Project Analyst II	\$49.64	\$	129.01
Project Analyst III	\$53.28	\$	138.47
Project Controls Specialist I	\$54.08	\$	140.55
Project Controls Specialist II	\$63.60	\$	165.30
Project Coordinator	\$34.54	\$	89.77
Project Director	\$82.34	\$	214.00
Project Engineer	\$60.48	\$	157.17
Project Finance Associate I	\$27.79	\$	72.23
Project Finance Associate II	\$33.78	\$	87.78
Project Finance Associate III	\$36.80	\$	95.64
Project Manager I	\$72.59	\$	188.67
Project Manager II	\$81.11	\$	210.80
Project Surveyor	\$60.80	\$	158.02
Public Engagement & Communications Manager	\$68.03	\$	176.81
Public Engagement & Communications Specialist I	\$36.96	\$	96.06
Public Engagement & Communications Specialist II	\$41.17	\$	107.00
Real Estate Acquisition Rep	\$41.31	\$	107.36
Resident Engineer	\$76.17	\$	197.95
ROW Agent	\$46.88	\$	121.84
Section Manager	\$79.93	\$	207.73
Sr Construction Rep	\$63.84	\$	165.92
Sr Designer/Developer	\$68.62	\$	178.35
Sr Doc Controls Specialist	\$57.36	\$	149.08
Sr Estimator	\$76.56	\$	198.98
Sr Field Engineer	\$54.48	\$	141.59
Sr Inspector	\$50.39	\$	130.96
Sr Planner	\$72.92	\$	189.51
Sr Project Analyst	\$65.84	\$	171.12
Sr Project Controls Specialist	\$82.34	\$	214.00
Sr Project Engineer	\$70.14	\$	182.28
Sr Project Manager	\$82.34	\$	214.00
Sr Project Surveyor	\$69.20	\$	179.85
Sr Public Engagement & Communications Specialist	\$48.00	\$	124.75
Sr Resident Engineer	\$82.34	\$	214.00

Sr Scheduler	\$72.80	\$	189.21
Sr Surveyor	\$43.31	\$	112.57
Sr Technical Advisor	\$82.34	\$	214.00
Sr Technician	\$54.19	\$	140.85
Surveyor I	\$27.00	\$	70.17
Surveyor II	\$32.81	\$	85.27
Team Leader	\$62.54	\$	162.53
Team Leader - Inspection	\$54.61	\$	141.93
Technical Advisor	\$80.17	\$	208.35
Technician I	\$29.84	\$	77.55
Technician II	\$35.36	\$	91.90
Technician III	\$41.81	\$	108.67
Technician Specialist	\$65.78	\$	170.96
Toll Technology Analyst	\$56.45	\$	146.72
Toll Technology Consultant	\$79.93	\$	207.75
Utility Coordinator I	\$33.54	\$	87.16
Utility Coordinator II	\$46.32	\$	120.38
VDC Specialist	\$56.71	\$	147.40

THE CITY OF WESTFIELD
PARKING MANAGEMENT SERVICES AGREEMENT

THIS PARKING MANAGEMENT SERVICES AGREEMENT is made as of _____, 2025, by and between THE CITY OF WESTFIELD, INDIANA (hereinafter referred to as "Westfield"), and DENISON PARKING, INC., an Indiana corporation (hereinafter referred to as "Operator").

W I T N E S S E T H:

WHEREAS the City of Westfield Redevelopment Commission (the "RDC") presently leases the structured parking facility located as detailed in Exhibit A (the "Parking Facility");

WHEREAS Westfield, by its Board of Public Works and Safety, has agreed to manage and operate the Parking Facility on behalf of the RDC;

WHEREAS Westfield desires to have Operator provide certain maintenance and management services of the Parking Facility as more particularly set forth herein (herein referred to as "Garage Management") and parking enforcement services for the Parking Facility to ensure parking is enforced in accordance with Westfield's parking rules and regulations in effect from time-to-time (herein referred to as the "Enforcement Service");

WHEREAS Operator is engaged in and has substantial experience in the maintenance and management of parking facilities and in providing parking enforcement services for clients; and

WHEREAS Westfield desires to utilize the services of Operator for the Garage Management and Enforcement Service (collectively, "Parking Management Services");

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, Westfield and Operator agree as follows:

Agreement

1. **Definitions.**

1.1 **Budget:** A written projection of all expenditures for the operation of the Parking Management Services by individual service or facility for each calendar year as mutually agreed by the parties.

1.2 **Calendar Year:** Each calendar year ending the 31st day of December, all or a part of which falls within the term of this Agreement.

1.3 Personal Property: All equipment, supplies, furnishings, furniture and all other items of personal property now or hereafter owned or leased or subleased by Westfield and located upon and used for the operation of the Parking Management Services.

1.4 Operating Expenses: Any and all ordinary direct expenses of operating the Parking Facility including, without restricting the generality of the foregoing, those costs and expenses specifically set forth in Exhibit "A" Facility Management and Exhibit "B" Enforcement Service, attached hereto and incorporated herein, but excluding those costs and expenses which are specifically the Expenses of Operator or Expenses of Westfield.

1.5 Operating Surplus: Gross Revenue minus Operating Expenses.

1.6 Expenses of Operator: Expenses designated as Expenses of Operator in Exhibit B or C attached hereto and incorporated herein by reference, shall be the sole responsibility of Operator.

1.7 Expenses of Westfield: Expenses designated as Expenses of Westfield in Exhibit B or C attached hereto and incorporated herein by reference, shall be the sole responsibility of Westfield.

1.8 Gross Revenue: Gross Revenue shall include any revenue from parking permits or passes, monthly parking, hourly parking (on street and garage), and fines or fees collected from parking citations, however collected or received, including, without limitation, cash, credit card processing, mobile applications, and electronic payments and transfers.

1.9 Monthly Operating Statement: The profit and loss statement for the Parking Facility, presented in reasonable detail including the Gross Revenue and Operating Expenses for a given calendar month. In addition to actual monthly activity, the Monthly Operating Statement shall include year-to-date actual results compared with the Budget for the then-current Calendar Year, actual results compared with the same month in the prior Calendar Year, and such other financial data and reports as may be reasonably requested by Westfield from time to time.

2. General:

2.1 Westfield hereby grants to Operator the right, and Operator hereby agrees, as an independent contractor, to perform the Parking Management Services, subject to the terms and provisions of this Agreement.

2.2 Notwithstanding anything to the contrary in this Agreement, Operator shall have no right or authority to bind Westfield or expend any Gross Revenue on matters unless the same (i) are included in an approved Budget; and (ii) by their terms, can be completed within one (1) year; all of which matters shall be subject to Westfield's prior approval. The approval and payment of obligations and the negotiating and signing of leases and contracts are the exclusive province of Westfield.

2.3 Upon discovery, Operator shall immediately give oral notice to Westfield of any hazardous or potentially hazardous conditions in, on, or about the Parking Facility. Any hazardous or potentially hazardous condition in, on, or about the Parking Facility that are the result of the negligence or willful misconduct of Operator or its agents, employees or contractors shall be corrected immediately by Operator at its expense upon approval by Westfield. At the discretion of Westfield, Operator shall close the affected areas until such hazardous or potentially hazardous condition is removed. Operator shall be permitted to close effected areas immediately in the event of threats to life or safety. Unless such closure is the result of the negligence or willful misconduct of Operator or its agents, employees or contractors, the Management Fees (as hereinafter defined) shall not abate during any such closures.

2.4 Operator shall keep all of the personal property (including the Personal Property) used by Operator for its operations in a neat, clean, and attractive condition.

2.5 For the avoidance of doubt, this Agreement shall not be deemed to create a leasehold or other real property interest in the Parking Facility or any portion thereof in favor of Operator or any other party.

3. Duties:

3.1 Subject to the limitations of the approved Budget, Operator covenants and agrees that it shall use due diligence and exercise its best professional judgment and expertise to perform the Parking Management Services in a prudent manner consistent with the Budget and with the management of comparable municipal parking facilities in Hamilton County, Indiana. Specifically, Operator shall perform the following services and duties for the benefit of Westfield:

- A. Employ personnel capable of performing the Parking Management Services in accordance with the terms of this Agreement.
- B. Act as single point of contact for users of the Parking Facility and maintain business-like relationships with all users of the Parking Facility.

- C. Execute Westfield's directives as to the policies pertaining to the Parking Management Services, whether or not specifically covered in this Agreement.
- D. Recommend to Westfield improvements in the performance of the Parking Management Services and the operation and management of the Parking Facility. In addition, Operator will provide consulting and advisory services to Westfield concerning the Parking Management Services without additional charge to Westfield, except for reasonable, out-of-pocket expenses approved in advance by Westfield.
- E. Notify Westfield in advance of any expenditure that is not in the approved Budget and, except in emergency situations, obtain Westfield's written approval prior to incurring such expenditure. In an emergency, Operator shall use commercially reasonable efforts under the circumstances to notify Westfield in advance of the same, which notice may be oral or electronic only, and, if such prior notice is infeasible or unsuccessful, then Operator shall notify Westfield as soon as practicable of the action taken and shall obtain Westfield's prior approval on any post-emergency action to repair the emergency in full.
- F. Cleaning, operating, maintaining and repairing the Parking Facility including, without limitation, cleaning of all surface areas, cleaning and maintenance of all parking equipment, and for the striping and line painting of all parking areas.
- G. Cite users of the Parking Facility in accordance with federal, state and local laws.
- H. Intake of payment for parking tickets, permits, passes, mobile applications, and other uses of the Parking Facility and depositing them into appropriate accounts with direction from Westfield and in accordance with the law.
- I. Responsible for cash (if any), credit card company, mobile application, and electronic payment and transfer management for the Parking Facility.
- J. Act as Westfield's liaison for all users and residents of the Parking Facility.
- K. Inspect the Parking Facility for structural and routine maintenance and make recommendations to Westfield as to when maintenance should be completed.

L. Manage street parking permits (if any) by communicating the different options, locations and hours of the parking permits to users, taking payment and depositing the payment in the appropriate account.

M. Subject to Westfield's cooperation, obtain sales and other available tax exemptions for all sales and other transactions in connection with the Parking Facility.

3.2 Bonding: Throughout the term of this Agreement, Operator shall be properly and adequately bonded pursuant to instruments by a surety reasonably satisfactory to Westfield to insure a faithful accounting for the money coming into the Operator's hands or possession.

4. Staff:

4.1 Operator shall employ as an Operating Expense experienced and competent personnel ("Employees") capable of performing the Parking Management Services in accordance with the terms of this Agreement. The number of persons employed at each individual service or in the Parking Management Services shall be mutually agreed upon by Operator and Westfield and shall be increased or decreased as reasonably determined by Operator consistent with this Agreement and the Budget. Operator shall negotiate and obtain any necessary labor agreements covering the Employees. Operator shall (i) pay all wages, employment taxes, and other amounts payable to Operator's employees as required by applicable laws; (ii) procure and maintain adequate workers' compensation insurance, unemployment benefits, and other similar insurance or an equivalent thereof covering all employees; and (iii) prepare and file all returns and other documents required under the Federal Unemployment Tax Act, or any similar federal or state legislation, and all withholding tax returns required for employees. Operator shall ensure that all employees who have contact with members or patrons complete Operator's customer service training program prior to interaction with customers and possess valid licenses as applicable. Operator shall maintain a policy outlining the rules, regulations and operating procedures which apply to its employees including but not limited to accounting and handling of all transactions of merchandise, funds and services.

4.2 Subject to such restrictions on pre-employment screening as are imposed by law, such personnel shall be screened by Operator before hiring and Operator acknowledges that all matters pertaining to the employment, supervision, discipline, promotion, discharge and direction in the performance of the duties of such. All Employees shall be employees of Operator and shall in no event be employees of Westfield, and Westfield shall have no obligation or responsibility to or for the Employees. During working hours, the Employees (other than supervisory personnel) shall wear neat and clean uniforms, which identify them as employees of Operator and shall be identified with name tags.

4.3 Operator shall lease or purchase uniforms for its Employees providing Parking Management Services. The actual costs of uniforms used for services hereunder shall be an Operating Expense.

4.4 Operator shall control the conduct, demeanor, services, working conditions and appearance of the Employees, and, upon reasonable objection by Westfield concerning same, Operator, subject to any collective bargaining agreements and applicable laws, shall take all steps according to its policies and procedures necessary to resolve the cause of the objection. Subject to any collective bargaining agreements and applicable laws, Operator acknowledges Westfield's right to require Operator to transfer and remove from the Parking Facility any Employee providing Parking Management Services whose performance and/or conduct shall not satisfy Westfield for any lawful reason.

4.5 Operator shall hire a qualified and experienced on-site manager of the Parking Management Services. Westfield shall have an opportunity to participate in the development of criteria to be employed in selection of the on-site manager and to interview and consult on the selection decision. Such manager shall have complete responsibility for the day-to-day operations of Operator's operations in connection with the Parking Facility, and Operator shall ensure that at all times during which the manager may be absent, a qualified subordinate is available and empowered to act on any problems that may arise in the operation of the Parking Facility.

5. Hours of Operation: The Parking Management Services shall be provided 24 hours each day, 7 days each week. Such schedule may be changed by Westfield upon seven (7) days' notice to Operator and any appropriate resulting change in the Budget will be made promptly thereafter.

6. Term: Operator shall provide the Parking Management Services for a term of three (3) years beginning _____ 1, 2025, and ending on _____, 2028. Thereafter, this Agreement shall automatically renew for successive one (1) year periods unless either party shall notify the other at least thirty (30) days prior to the expiration of the term or renewal period, whichever applies; provided that, during such one (1) year renewal periods, either party may terminate this Agreement upon thirty (30) days' notice to the other.

7. Financial Terms

7.1 Budget: All Budgets shall be prepared with the advice and counsel of Westfield, based on reasonable assumptions and projections. Operator shall submit for approval to Westfield by August 1 of each year, a proposed Budget with respect to the operation and management of each individual service that is part of the Parking Management Services for the next Calendar Year. Both Westfield and Operator shall use commercially reasonable and diligent efforts to agree on a Budget. In the event Westfield and Operator cannot agree on a Budget for the ensuing Calendar Year, the prior Calendar

Year's Budget plus 3% shall control until such time as the parties mutually approve a Budget.

7.2 Operating Account: Operator shall establish a separate commercial interest-bearing checking account (the "Operating Account") at a federally-insured bank or other financial institution approved by Westfield. The Operating Account shall bear the name of Operator and Westfield. No funds other than the Gross Revenue, any reserves approved by Westfield, and other monies to be held by Operator pursuant to this Agreement shall in any way be commingled with the funds in the Operating Account, and the Operating Account shall be used exclusively in connection with the operation of the Parking Facility and the terms and conditions of this Agreement. Selected representatives or employees of Operator, each of which shall be selected by Operator and approved by Westfield, which approval shall not be unreasonably withheld, shall be authorized to withdraw funds from the Operating Account only for the purpose of making payment of Operating Expenses pursuant to the terms and conditions of this Agreement. Selected representatives or employees of Westfield, each of which shall be selected by Westfield, shall be authorized to withdraw funds from the Operating Account.

7.3 Payment of Expenses and Management Fee: Operator shall deposit the Gross Revenue into the Operating Account. The Gross Revenue for each month's operation shall thereafter, on or before the twentieth (20th) day of the succeeding month, be disbursed by Operator as follows:

A. Operator shall pay all Operating Expenses as and when authorized by Westfield in accordance with applicable law.

B. Operator shall then pay to itself out of the Gross Revenue the amount set forth as a management fee for the Garage Management in Exhibit B (hereinafter referred to as the "Management Fee") as and when authorized by Westfield in accordance with applicable law. The Management Fee shall increase, but not more than three percent (3.0%) during any one (1) year, each July 1 commencing with July 1, 2026 based on the preceding twelve (12) months' increase in the "Consumer Price Index – Midwest Urban, All Items" or comparable index agreeable to the parties in the event such index is discontinued. The Management Fees shall be Operator's sole compensation pursuant to or in connection with this Agreement and/or the Parking Management Services.

C. Any funds in the Operating Account, including any Operating Surplus, shall be released to Westfield upon request by Westfield.

D. If the Gross Revenue for any month is insufficient to make the payments required under subparagraphs A and B above, Westfield agrees to remit to Operator the amount of such deficit promptly after receipt of the Monthly Operating Statement, subject to applicable laws. In the event Westfield fails to reimburse timely, and Westfield does not remedy such failure within thirty (30) days of receipt of written notice from Operator, then Operator shall have the right to terminate this Agreement immediately upon notice to Westfield.

8. Repairs: Operator shall advise on necessary maintenance and repairs of the Parking Facility, and Westfield shall be responsible for all repairs of a structural nature for all facilities covered by the Parking Management Services including, but not limited to: electrical, plumbing, pavement repair, painting of the structure, replacement of all lights including light bulbs and LED's, repairs to the walls and floors of such facilities, sinkholes, and maintenance of ventilation system and elevators. Any structural, mechanical, electrical or other installations or any alterations required by statutes or regulations pertaining to air quality, environmental protection, provisions for people with disabilities or other similar governmental requirements shall be the sole responsibility of Westfield. Operator agrees to use reasonable diligence in the care and protection of the Parking Facility during the term of this Agreement. Operator's actions hereunder shall be subject to the indemnity provisions of Section 13 of this Agreement. For the avoidance of doubt, all repairs, replacements, improvements, and capital expenditures shall be made only upon Westfield's prior written approval, which approval may be withheld in Westfield's sole discretion.

9. Meetings: Westfield shall appoint an individual to serve as liaison with Operator's on-site manager for the purpose of reviewing all matters under this Agreement. Westfield's representative shall meet with Operator's manager from time to time, either telephonically or in person, to carry out these tasks, but not less than once monthly.

10. Records and Audits:

10.1 Operator shall keep and maintain accurate books, records, inventory and other data associated with the operation of the Parking Facility and the performance of the Parking Management Services in accordance with commercially reasonable accounting principles and methods requested by Westfield. Operator shall install and maintain an accurate and efficient accounting system that accounts for all the Operating Expenses and Gross Revenue. All books and records pertaining to Operating Expenses and Gross Revenue shall be available for examination and audit by Westfield and its authorized representatives upon request during normal business hours. Westfield shall have access to Operator's self-audits for the Parking Management Services and/or the Parking Facility.

10.2 Operator shall submit to Westfield within 60 days after the close of each Calendar Year during the term of this Agreement, a financial statement showing in reasonably accurate detail the financial activities of the Parking Facility for such Calendar Year, which obligation shall survive the expiration or earlier termination of this Agreement. All financial statements submitted by Operator to Westfield shall contain a certificate, in form and substance reasonably satisfactory to Westfield and Operator, that such statements are true and complete to the best of Operator's knowledge. During the term of this Agreement, Westfield (or its duly appointed agents) shall have the right to inspect the books, records, invoices, operations data, deposits, canceled checks, or other financial or operational data or transactions of the Parking Facility upon reasonable

advance notice, all of which shall be available for copying, retention, and public disclosure by Westfield in accordance with applicable law.

10.3 All books and records shall be retained by Operator in accordance with applicable law or for a period of not less than three (3) years after the Calendar Year to which such books and records pertain. All such books and records shall be subject to audit for a period of three (3) years after the end of the Calendar Year to which they pertain. The terms and conditions of this Section shall survive the termination of this Agreement by a period of three (3) years, notwithstanding anything to the contrary herein.

10.4 Westfield shall use commercially reasonable efforts to coordinate with Operator to provide office, maintenance closet, and/or storage within the Parking Facility in areas designated by Westfield with appropriate basic office finish and utilities to accommodate the on-site manager and any other personnel required to perform this Agreement.

11. Insurance:

11.1 General Insurance Provisions: All casualty, liability, and other similar insurance with respect to Westfield and/or the Parking Facility shall be maintained by Westfield at its cost, which insurance may be maintained under one or more blanket policies or binders covering multiple departments, persons, and/or properties. Denison shall be named as an additional insured under the applicable insurance coverage provided by Westfield. Only to the extent Westfield expressly requests that Operator obtain and maintain insurance for or on behalf of Westfield and/or the Parking Facility (which, for the avoidance of doubt, has not been requested as of the date hereof), Operator shall comply with the following requirements:

- A. Within seven (7) days of execution of this Agreement, Operator's insurance agent shall provide the Westfield with evidence of the insurance coverages specified in this Agreement in the form of Certificates of Insurance.
- B. Each policy shall specifically provide for thirty (30) days' prior written notice to Westfield in the event of a cancellation, reduction or detrimental material change in coverage or change in the named insured.
- C. Certificates of Insurance provided by Operator shall name Westfield, the City of Westfield, Indiana, and their respective agents, representatives, partners and employees as additional insureds (herein collectively referred to as "Additional Insureds") with respect to the insurance specified herein.

- D. Each policy shall be issued by insurers of recognized financial responsibility and shall be licensed or permitted to do business in the State of Indiana.
- E. All insurance coverages are subject to a deductible amount not to exceed Operator's actual out-of-pocket deductible disclosed by the required annual certificate of insurance, except Workers' Compensation, which deductible shall be \$0 and the payment of the deductible amount of all claims will be an Operating Expense.

11.2 Operator's Insurance Coverage: Only to the extent Westfield expressly requests that Operator obtain and maintain insurance for or on behalf of Westfield and/or the Parking Facility (which, for the avoidance of doubt, has not been requested as of the date hereof), Any such request from Westfield shall be in writing in the form of an amendment to this Agreement signed by Westfield and Operator prior to the effective date of any Operator provided insurance.

Notwithstanding anything to the contrary in this Agreement, Operator shall maintain throughout the term of this Agreement the following insurance:

A. Worker's Compensation and Employer Liability:

Coverage A - Statutory
Coverage B - \$500,000.00 BI Accident
\$500,000.00 BI Disease - each employee
\$500,000.00 BI Disease - policy limit

B. Liability coverage with respect to direct Operator activities with a combined single limit of \$1,000,000 and \$2,000,000 in aggregate

Premiums with respect to policies required of Operator shall be paid by the Operator and premiums directly attributable to the Parking Management Services shall constitute an Operating Expense. Operator may purchase such insurance on a blanket policy or binder; provided that Westfield's protection shall not be diminished by claims at other locations and the amounts provided above shall be available for the Parking Management Services and/or the Parking Facility.

11.3 Waiver of Subrogation: Westfield does hereby waive all rights of recovery, if any, against Operator for damage to, or destruction of, any property, real or personal, subject to the Parking Management Services in the event such damage or destruction is caused by fire or other casualty which can be covered under a standard fire and extended coverage insurance policy, except to the extent caused by the willful or criminal misconduct of Operator or the Employees or its agents or contractors.

12. Default: Either party shall have the right to terminate this Agreement in the event the other party has failed to perform any of the terms and conditions specified herein, if the defaulting party fails to cure the same within thirty (30) days after the non-defaulting party delivers to the defaulting party notice of the same (except as is provided in paragraph 7.2D). In the event of such termination, Operator agrees to vacate the Parking Facility by midnight of the thirtieth (30th) day after delivery of said notice.

13. Indemnity:

13.1 Operator shall defend, indemnify and hold harmless, Westfield and Westfield's agents, directors, officers, commissioners, employees, representatives, contractors and assigns (collectively, "Westfield Parties") from and against any and all actions, costs, losses, expenses, and/or damages sustained by the Westfield Parties which are the result of the negligence or willful or criminal misconduct of any Operator Party (as hereinafter defined), including, without limitation, property damage to property of third parties and injury or death to any person. Operator shall also defend, indemnify and hold harmless the Westfield Parties from and against any and all actions, costs, losses, expenses and/or damages caused by any Operator Party's breach or nonperformance of this Agreement.

13.2 Westfield shall defend, indemnify and hold harmless, Operator and Operator's agents, partners, officers, directors, shareholders, employees, representatives, contractors and assigns (collectively, "Operator Parties") from and against any and all actions, costs, claims, losses and expenses and/or damages sustained by Operator from claims of third parties which are the direct result of the negligence or willful misconduct of any Westfield party, including, without limitation, property damage to third parties and injury or death to any person. Notwithstanding the foregoing or anything to the contrary contained herein, Operator acknowledges and agrees that Westfield's liability is limited by applicable law, including, without limitation, the Indiana Tort Claims Act, and Westfield's obligation to indemnify and save the Operator Parties harmless from and against any and all claims, damages, demands, penalties, costs, liabilities, losses, and expenses (including reasonable attorneys' fees and expenses) arising out of or related to claims that would be subject to applicable law, including the Indiana Tort Claims Act, if brought directly against the Westfield by any Operator Party shall be limited to the amount of damages available under applicable law, including Indiana Code § 34-13-3-4, as amended.

13.3 The foregoing provisions shall (i) not create a right of subrogation for the benefit of any insurer against either Operator (or its affiliates) or Westfield (or its affiliates), and all insurance policies as provided for in this Agreement shall specifically waive the right of subrogation; and (ii) survive the termination of this Agreement.

13.4 Westfield expressly acknowledges that the Parking Management Services, and Operator's employment of persons in connection therewith, do not include the rendition of service, supervision, or furnishing of personnel in connection with the personal safety and security of employees, tenants, customers, or other persons within

and about the Parking Facility. Operator does not have knowledge or expertise as a guard or security service, and does not employ personnel for that purpose, nor do the Employees undertake the obligation to guard or protect customers against the intentional acts of third parties. Westfield shall determine, at Westfield's discretion, whether and to what extent any precautionary warnings, security devices, or security services may be required to protect patrons in and about the Parking Facility.

14. Capital Improvements and Equipment: Subject to Section 13.1, the cost of all capital equipment and improvements in and/or to the Parking Facility shall constitute Expenses of Westfield.

15. Assignment: Operator shall not assign its rights nor delegate its duties hereunder in whole, without the prior written consent of Westfield, which consent may be withheld in Westfield's sole discretion. Notwithstanding any assignment of this Agreement by Operator, the assignor shall remain primarily liable to perform all of Operator's obligations hereunder. Operator shall reimburse Westfield's reasonable attorneys' fees and administrative costs incurred in connection with any actual or proposed assignment of this Agreement by Operator. Westfield may assign this Agreement to the RDC, to another department or agency of Westfield, or to any successor to the RDC's interests in and to the Parking Facility; provided that Westfield shall deliver to Operator written notice thereof, together with such assignee's or successor's written acceptance and assumption of this Agreement.

16. Permits and Licenses: Operator shall apply for and secure, on Westfield's behalf, all municipal or other permits and licenses required for the performance of the Parking Management Services and carry out the responsibilities under all permits and licenses to the public and to the agencies having jurisdiction. Expenses incurred by Operator in discharging its responsibilities under this Section shall be an Operating Expense.

17. PCI-Security Compliance: Westfield represents and warrants to Operator that anytime Westfield requires Operator to operate Westfield's revenue control equipment and all related hosting and other systems servicing the Premises (collectively, the "Systems"), the Systems shall be at all times during this Agreement compliant with the then-prevailing industry standards governing the storing, handling, processing and transmission of personal and financial information (the "Information"), including, but not limited to, Payment Card Industry Data Security Standards (PCI-DSS) (collectively, the "Standards"). If, for any reason and at any time, the Systems or any portion thereof are not compliant with the Standards, Westfield, at its expense, shall promptly take all steps necessary (i) to bring the Systems into compliance with the Standards and (ii) notify Operator in writing of such non-compliance. If, at any time, Westfield determines or receives written notice that there has been an unauthorized release of the Information, Westfield shall notify Operator in writing of the release within three (3) days following its learning of the unauthorized release. Westfield shall have no monetary liability to Operator because of any such non-compliance, and Operator hereby waives all claims, rights, demands or causes of action against Westfield and/or Westfield's indemnified parties arising out of any such non-compliance.

18. Laws and Ordinances: Operator and Westfield agree to comply with all applicable federal, state and local laws, rules, regulations, ordinances, and orders of such related to the parties under this Agreement, and such governing laws thereby are hereby incorporated by reference into this Agreement. Any expenses, other than the Expenses of Operator, incurred by Operator by reason of this Section shall be included as an Operating Expense.

19. No Presumptions: This Agreement shall be construed without regard to any presumption or rule of law or equity regarding a construction of this Agreement against the party causing this Agreement to be drafted or prepared. Any provision of this Agreement prohibited by law, invalid by any law, or invalid by any order of authority with lawful jurisdiction shall be effective only to the extent of such prohibition or invalidity, without in any manner invalidating or affecting the remaining provisions of this Agreement, such provision being deemed severable. Captions, titles to sections, and paragraph headings used herein are for convenience or reference and shall not be deemed to limit or alter any provision hereof.

20. Legal Fees: In the event that either party to this Agreement initiates legal proceedings for the enforcement of this Agreement or for any alleged breach hereof, the prevailing party shall be entitled to reimbursement of any reasonable court costs, reasonable attorney's fees, and/or reasonable legal expenses associated with those proceedings.

21. Entire Agreement: This instrument contains the entire Agreement between the parties, and no statements, promises, or inducements made by either party to this Agreement or any agent of either party to this Agreement that is not contained within this written Agreement shall be valid or binding upon the other party. This Agreement shall not be enlarged, modified, or altered in any manner, except in writing signed by all parties to this Agreement.

22. Authority: Both persons signing this Agreement on behalf of the Westfield and Operator represent and warrant that they have full authority to enter into this Agreement on behalf of the party represented. This Agreement shall be deemed to have been accepted and its terms enforceable only upon execution thereof by both parties.

23. Duties: Westfield in no event shall be construed as a partner or associate of Operator nor shall it be liable for any of Operator's debts. Likewise, Operator is the manager acting on behalf of Westfield and is not a fiduciary for Westfield. The parties do not intend, and nothing contained herein shall be deemed, to create a partnership, tenancy, co-tenancy, landlord-tenant, joint venture or agency of any kind. Except as expressly set forth to the contrary in this Agreement, Operator is not authorized to act as Westfield's agent hereunder and shall have no authority, express or implied, to act for or bind Westfield.

24. Liens: Operator shall not suffer any Mechanic's or Materialmen's Lien to be filed against the Parking Management Services by reason of work, labor, services or materials provided or furnished hereunder by, to, for the benefit of, or on behalf of Operator. If any such liens shall at any time be filed as aforesaid, then Operator may contest the same in good faith, but, notwithstanding such contest, Operator shall, within thirty one (31) days after filing thereof, cause such lien to be released of record by payment, bond, or order of a court of competent jurisdiction or otherwise. In the event of Operator's failure to release of record any such lien by bonding, without investigating the validity thereof, and irrespective of the fact that Operator may contest the propriety or the amount thereof, Westfield may cause the same to be released of record by bonding, and Operator, upon demand, shall pay Westfield the amount so paid out by Westfield in connection with said bonding, together with reasonable expenses incurred in connection therewith, including reasonable attorney's fees.

25. Governing Law: This Agreement shall be deemed to have been made, governed by and interpreted in accordance with, the laws of the State of Indiana. Any action brought by either party to enforce the terms of this Agreement shall be brought in the state courts in Hamilton County, Indiana.

26. Notices: Any notice, approval or other communication required hereunder shall be deemed given in writing and personally given or sent by U.S. Registered or Certified mail or nationally recognized overnight courier, addressed as follows:

If to Westfield:

The City of Westfield Redevelopment Commission
Attn: Executive Director
2728 East 171st Street
Westfield, IN 46074

If to Operator:

Denison Parking, Inc.
Attn: C. Perry Griffith, III
320 N. Meridian Street, Suite 700
Indianapolis, Indiana 46204

Or to such other address as last designated by such addressee in written notice.

27. Termination:

27.1 Upon the expiration or earlier termination of this Agreement, Operator shall:

- A. Deliver to Westfield or Westfield's agent copies of current accounts receivable listings (including names, addresses, amount owed, card numbers) and maintenance and service contracts pertaining to the Parking Facility and/or the Parking Management Services; and
- B. Provide to Westfield a list of all vendors, including names and addresses, for the providers of equipment and services for the Parking Facility and/or the Parking Management Services; and
- C. Deliver to Westfield all books, records, documents, and data relating to the Parking Facility; and
- D. Deliver to Westfield any and all Operating Surplus and other funds of the Parking Facility not yet paid over; and
- E. Deliver to Westfield a comprehensive list of, and Operator's files in connection with, all open insurance claims for or relating to the Parking Facility, including the status of each and contact information for the legal counsel on behalf of Westfield; and
- F. Return all Personal Property in the same condition as originally accepted, normal wear and tear excepted; provided

that, if it is determined that Operator failed to maintain or did not keep the Personal Property in good order and repair, then any replacement cost shall be borne by Operator; and

- G. At request of Westfield, use Operator's best effort to work with Westfield or Westfield's agent for a period of not less than thirty (30) days prior to, and not less than ninety (90) days after, discontinuance of this Agreement to make a smooth transition of the Parking Management Services from one entity to the other at no additional fee other than that provided herein.

This Section shall survive the expiration or earlier termination of this Agreement

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

29. E-Verify: Pursuant to Indiana Code § 22-5-1.7-11, Operator, by entering into this Agreement with Westfield, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. Operator is not required to verify the work eligibility status of all newly hired employees through the E-Verify program if the E-Verify program no longer exists. By executing this Agreement, Operator affirms that it does not knowingly employ an unauthorized alien.

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

31. Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives, and assigns, where permitted herein.

32. No Third-Party Beneficiaries: The rights and obligations set forth herein are those of the parties hereto alone, with no third-party beneficiary rights intended.

33. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same Agreement.

34. Time: Time is of the essence in this Agreement and each and all of its provisions. Any extension of time granted for the performance of any duty or obligation under this Agreement shall not be considered an extension of time for the performance of any other duty or obligation under this Agreement.

[Signature page to follow.]

IN WITNESS THEREOF, the parties have executed this Agreement the day and year first above written.

"Westfield"

The City of Westfield, Indiana

By: _____

(Printed Name)

(Title)

"Operator"

Denison Parking, Inc.

By: _____
_____, President

EXHIBIT A
PARKING FACILITIES

PARKING GARAGES:

<u>Common Name</u>	<u>No. of Spaces</u>	<u>Start Date</u>	<u>End Date</u>
The Union Square Garage 110 Mill Street	299	TBD	

EXHIBIT B
GARAGE MANAGEMENT

OPERATING EXPENSES (Section 1.4)

1. Management Fee – Two Thousand (\$2,000.00) Dollars per month
2. Payroll
 - i. Salaries and wages of all Operator personnel assigned to and performing Enforcement Service, including general manager, manager, assistant managers, bookkeepers, parking attendants, cashiers, custodians, maintenance personnel, and auditors plus any salaries and wages of off-site personnel explicitly disclosed in the Budget and approved in advance by Westfield for work performed for the Parking Facility.
 - ii. Payroll taxes, including without limitation workers' compensation, unemployment insurance and social security.
 - iii. Budgeted monetary and other fringe benefits of on-site Employees and Employees working part time at the Parking Facility,; provided that the wages and costs of benefits to or for Employees working part time at the Parking Facility shall be equitably allocated as Operating Expenses based on the time spent working at or on account of the Parking Facility.
 - iv. Overtime premium wages for Employees who have worked in excess of forty (40) hours per week at the Parking Facility only, not to exceed 10% of total compensation in any month without the approval of Westfield.
3. Telephone and data line expenses originating from and relating to the operation of the Parking Facility only.
4. All expenses of complying with any and all requirements of all federal, state and municipal legislative enactments, and other governmental or municipal regulations directly related to the Parking Facility, including license and permit fees.
5. All expenses of cleaning, operating, maintaining and repairing the Parking Facility to the extent not provided herein to be performed by Westfield, including, without limitation, any and all expenses incurred for the cleaning of all surface areas, cleaning and maintaining of all parking equipment, and for the striping and line painting of all parking areas.

6. Expenses associated with employee uniforms for Employees stationed at the Parking Facility.
7. Insurance premiums, deductibles, claim settlements, attorney's fees and third-party administration costs.
8. Sundry items for use at the Parking Facility, such as parking tickets, reports and other standard forms, monthly cards, housekeeping supplies and equipment, office supplies and postage.
9. Expenses associated with the purchase, maintenance and upkeep of directional signs, rate and other signs for use within the Parking Facility.
10. Employment expenses incurred for the purpose of filling full-time personnel needs at the Parking Facility such as advertising, screening tests, and background checks.
11. Equipment and fixtures related to the access, operational efficiency, customer service and revenue control of the Parking Facility, such as gate arms, cashier booths, clearance bars, and other similar items.
12. All other ordinary and direct expenses associated with the operation of the Parking Facility which have been itemized with reasonable specificity in any Budget and/or which have been approved by Westfield.

EXPENSES OF OPERATOR (Section 1.5)

1. Salaries and wages of any person employed by Operator to supervise the obligations of the on-site management.
2. Taxes pertaining to Operator, such as franchise, income or corporate taxes business and personal property taxes on Operator's property.
3. Any charitable contributions by Operator.
4. Permits and licenses for Operator's business and provision of services generally (as opposed to permits and licenses for the use, operation, and management of the Parking Facility specifically).

5. Accounting, legal, and professional services for or in connection with Operator's business generally (as opposed to the Parking Facility specifically).
6. Profit and overhead of Operator (other than the Management Fee).
7. Expenses of Operator not directly related and/or specific to the Parking Facility.

EXPENSES OF WESTFIELD (Section 1.6)

1. Salaries and wages of all employees of Westfield.
2. Expenses incurred by Westfield in the supervision of obligations of Operator.
3. Insurance premiums for those coverages which are provided by Westfield.
4. Legal and third-party auditing fees of Westfield, except as otherwise set forth in this Agreement.
5. Real and personal property taxes, sales tax (if any), debt service and occupancy tax in connection with the Parking Facility and/or the Personal Property.
6. Taxes pertaining to Westfield, such as franchise, income or corporate taxes and debt service with respect to the Parking Facility.
7. Capital expenditures, improvements and alterations, major structural repairs and repairs to HVAC, elevators, plumbing and electrical systems, including all architectural and engineering fees, but not including routine minor repairs which are typically performed by routine maintenance employees.
8. Repairs caused or required by improper construction or design of Parking Facility including, without limitation by specification, settlement, collapse or inadequacy of structure.
9. Expenses of Westfield not related to Parking Facility.
10. Costs of payroll and equipment of security personnel.
11. Utilities expense of the Parking Facility.

EXHIBIT C
ENFORCEMENT SERVICE

OPERATING EXPENSES (Section 1.4)

1. Management Fee: Included in Management Fee per Exhibit B.
2. Payroll:
 - i. Salaries and wages of all Operator personnel assigned to and performing Enforcement Service, including general manager, manager, assistant managers, bookkeepers, parking attendants, cashiers, custodians, maintenance personnel, and auditors plus any salaries and wages of off-site personnel explicitly disclosed in the Budget and approved in advance by Westfield for work performed for the Parking Facility.
 - ii. Payroll taxes, including without limitation workers' compensation, unemployment insurance and social security.
 - iii. Monetary and other fringe benefits of on-site Employees and Employees working part time at the Parking Facility, subject to the approval of Westfield; provided that the wages and costs of benefits to or for Employees working part time at the Parking Facility shall be equitably allocated as Operating Expenses based on the time spent working at or on account of the Parking Facility.
 - iv. Overtime premium wages for Employees who have worked in excess of forty (40) hours per week at the Parking Facility only, not to exceed 10% of total compensation in any month without the approval of Westfield.
3. Telephone and data line expenses originating from and relating to the operation of the Parking Facility only.
4. All expenses of complying with any and all requirements of all federal, state and municipal legislative enactments, and other governmental or municipal regulations directly related to the Parking Facility, including license and permit fees.
5. Sundry items such as uniforms, tickets and janitorial supplies.
6. Payroll processing for Employee wages and accounts receivable processing expense.

7. Legal or audit charges directly attributable to the operation of the Enforcement Service other than those performed by the staff of Westfield or Operator if approved in advance by Westfield.
8. The costs of special audits to be performed from time to time by Operator's staff auditor for the mutual benefit of Westfield and Operator; provided, however, that the time, manner, and cost of the audit is approved by Westfield in advance. Costs qualifying as Operating Expenses shall be limited to a mutually agreed upon per diem rate and actual out-of-pocket expenses of the auditor during the period of an approved special audit.
9. Amortization of cost of enforcement vehicle and related equipment including, without limitation, a license plate recognition system. In the event this Agreement is cancelled prior to the expiration of the initial term for any reason other than Operator default, the amount that would have been amortized the end of the initial term shall be an Operating Cost in the final month of performing Enforcement Service.
10. All other ordinary and direct expenses associated with the operation of the Enforcement Service which have been itemized with reasonable specificity in any Budget and/or which have been approved by Westfield.

EXPENSES OF OPERATOR (Section 1.5)

1. Salaries, travel and accommodation expenses of all executive personnel of Operator.
2. General and administrative expenses of Operator not allocable directly to performance of the Enforcement Service.
3. Taxes pertaining to Operator, such as franchise, income or corporate taxes business and personal property taxes on Operator's property.
4. Any charitable contributions by Operator.
5. Salaries and wages of any person employed by Operator to supervise the obligations of the on-site management.
6. Permits and licenses for Operator's business and provision of services generally (as opposed to permits and licenses for the use, operation, and management of the Parking Facility specifically).

7. Accounting, legal, and professional services for or in connection with Operator's business generally (as opposed to the Parking Facility specifically).
8. Profit and overhead of Operator (other than the Management Fee).
9. Expenses of Operator not directly related and/or specific to the Parking Facility.

EXPENSES OF WESTFIELD (Section 1.6)

1. Real and personal property taxes of Westfield's property.
2. Costs of legal and auditing fees of Westfield.
3. Salaries and wages of all employees of Westfield.
4. Costs incurred by Westfield in the supervision of obligations of Operator.
5. Utilities expense of the Parking Facility.

June 18, 2025

Michael Pearce, P.E.
City Engineer
City of Westfield
2728 E. 171st Street
Westfield, IN 46074
sent via e-mail: mpearce@westfield.in.gov

**RE: Old 146th Street & Towne Road Roundabout
Intersection Improvement
Construction Management/Inspection Scope of Work/Fee - Revised**

Dear Michael:

Attached please find our revised scope of work proposal with manhour justification, and proposed consulting contract for A & F Engineering to perform construction inspection and management services for the roundabout intersection improvement at Old 146th Street and Towne Road in Westfield. After discussing the City's goals for our involvement on the project, A&F Engineering has revised to plan for training and use of Westfield's senior inspection staff to support the needs of the project during construction, provide inspection services on an as-needed basis, and to mentor your staff when available on the project.

Our project representative Dave Lancet will be available at the City's disposal to make sure the project is delivered on time and on budget. He will also assist in closing out the paperwork and project documentation.

Please contact me with any questions or other needs as you review this information. A&F Engineering very much looks forward to working with you on this project.

Sincerely,
A&F Engineering Company, LLC



Jeff Hill, PE, PTOE
Vice President

Enclosures

cc: John Nail, City of Westfield Public Works Director
Dave Lancet, A&F Engineering Construction Services manager

Project: Construction Inspection, Project Management, and Various Engineering Services
Intersection Improvement at Old 146th Street & Towne Road
Revised and Modified

Client: City Westfield

Scope of Engineering Services for A&F Engineering Team:

General Description of Scope:

The scope of the project is to oversee the installation of the new roundabout intersection at Old 146th Street and Towne Road. A&F Engineering will manage the construction service efforts including contractor management, on-going post-bid utility coordination and relocation, and construction inspection of the new intersection. It should be noted that our inspection efforts will be minimized compared to prior discussions and Dave Lancet will be the Resident Project Representative and will manage the construction inspection team. Dave will plan to help staff the team using the City's senior construction inspection staff with a mentoring approach and rounding out the field services/inspection team.

Construction Inspection:

The team will complete construction inspection, materials testing, construction conflict mitigation, post-bid utility coordination, and documentation of the project's construction efforts to provide the City a well-constructed asset. A&F Engineering will lead these efforts by providing one part-time Resident Project Representative. Dave will utilize senior inspection staff from the City of Westfield on this project. If there ever is a need due to conflict or vacation schedules, for example, we could use our full-time senior inspection staff on an as-needed basis. Field-based construction inspection efforts keeping an eye on future city-owned assets will be a focus of the inspection work. Dave Lancet would be the Resident Project Representative (RPR) for this assignment and any other personnel assigned to the project will be verified and validated with the City in advance of construction, so a high-quality team is involved with the project delivery. The consultant team will also provide training and coaching opportunities to help City inspection staff gain hands-on experience in the delivery of roundabout intersection improvement projects for the City. It is assumed that the City will provide up to two full-time equivalent (FTE) employees for the life of the project to supplement the team to perform inspection work. If this availability increases or decreases by City staff, the A&F Engineering construction services team will adjust appropriately to still have a complete team for inspection efforts.

All field efforts would be completed on an as-needed hourly basis. It is assumed the construction of the project will be completed in 2025, with the bulk of construction occurring in July to November 2025, with paperwork and records closeout in December 2025. The team will complete these efforts to ensure construction is compliant with any INDOT construction standards and City of Westfield standards. The budget is an assumed amount based on anticipated effort and the construction timeline noted above. If updates or assumptions need to be adjusted up or down, this task can be revisited if project budget revisions are needed. These construction inspection and other services would be completed on a cost-plus not-to-exceed basis.

FEE SUMMARY		
PROJECT:	OLD 146TH STREET/TOWNE ROAD ROUNDABOUT	
CLIENT:	CITY OF WESTFIELD	
PROJECT NO:	TBD	6/18/2025
REVISED		
TASK	FEE TYPE	PROPOSED FEE
CONSTRUCTION PHASE SERVICES/PROJECT MANAGEMENT	HOURLY NTE	\$ 169,490.00
SUBCONSULTANTS	FEE TYPE	PROPOSED FEE
NONE PLANNED		
TOTAL NOT TO EXCEED FEE		\$ 169,490.00

MANHOUR JUSTIFICATION						
PROJECT: OLD 146TH STREET/TOWNE ROAD ROUNDABOUT						
CLIENT: CITY OF WESTFIELD						
TASK: CONSTRUCTION PHASE SERVICES/PROJECT MANAGEMENT						6/18/2025
WORK CLASSIFICATION	ESTIMATED TIME IN HOURS					
	Principal	Project Manager	Resident Project Rep.	Senior Inspector	CADD Technician	
CONSTRUCTION PHASE SERVICES						
ATTEND PRECONSTRUCTION MEETING		2.00	2.00	0.00		
RESPOND TO RFIs	1.00	4.00			2.00	
PROGRESS MEETING ATTENDANCE	2.00	2.00				
UTILITY MEETING ATTENDANCE		4.00				
CONTINUED UTILITY COORDINATION	2.00	4.00	24.00	0.00		
CONTRACTOR COORDINATION		2.00				
SUBCONSULTANT COORDINATION	0.00		0.00			
TRAINING/MENTORING OF CITY INSPECTION STAFF			107.00			
CONSTRUCTION INSPECTION/MANAGEMENT			535.00	90.00	8.00	
PAPERWORK/CLOSEOUT	2.00	6.00	80.00	0.00	8.00	
TOTAL HOURS	7.00	24.00	748.00	90.00	18.00	887.00
BILLING RATE (WEIGHTED)	\$ 300.00	\$ 250.00	\$ 190.00	\$ 160.00	\$ 135.00	
TOTAL DIRECT LABOR	\$ 2,100.00	\$ 6,000.00	\$ 142,120.00	\$ 14,400.00	\$ 2,430.00	\$ 167,050.00
DIRECT COST						\$ 2,442.50
TOTAL						\$ 169,492.50
TOTAL NOT TO EXCEED FEE (HOURLY)						\$ 169,490.00
DIRECT COST SUMMARY						
SITE	107	TRIPS @	25.00	MILES @	\$ 0.70	PER MILE \$ 1,872.50
CITY HALL	4	TRIPS @	25.00	MILES @	\$ 0.70	PER MILE \$ 70.00
MISCELLANEOUS, PAPER & PRINTING						\$ 500.00
						\$ 2,442.50

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of June 25,, 2025 ("Effective Date") by and between City of Westfield, Indiana, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and A & F Engineering Co., LLC ("the CONSULTANT"), [an individual residing in the State of Indiana] [a corporation/limited liability company organized under the laws of the State of Indiana].

Des. No.: N/A

Project Description: Construction Inspection of a roundabout Intersection Improvement at Old 146th Street and Towne Road.

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize local or federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

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

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be December 31, 2026. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$ 169,490.00.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA’s prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise (“DBE”) SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT’s Economic Opportunity Division Director.

3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

- 6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. **Compliance with Laws.**

- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
 - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
 - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
 - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of such actions. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT’s SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA’s request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT’S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT’s liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA’s reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA’s reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, “deficiencies”) until all deficiencies are remedied in a timely manner.

9. Confidentiality of LPA Information.

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

- 10. Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. The CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. DBE Requirements.

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination.

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - (6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. Employment Eligibility Verification. The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

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

16. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. 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 purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
 - A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
 - B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
 - C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

John Nail, P.E.
Director of Public Works
City of Westfield
2706 E. 171st Street
Westfield, IN 46074

Notices to the CONSULTANT shall be sent to:

Jeff Hill, P.E., PTOE
Vice President
A&F Engineering Co., LLC
8365 Keystone Crossing, Suite 201
Indianapolis, IN 46240

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.

27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.
28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be affected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make

such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
 - (i) the CONSULTANT fails to:
 - 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 - 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
 - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determines necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
41. **Non-Appropriation.** The Parties acknowledge that the City is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the initial term or subsequent term of this representation, the City's fiscal body should fail to appropriate sufficient funds to continue this representation, it will become null and void. The City shall not be obligated to perform unless and until sufficient funds are appropriated. The City agrees to seek funding for the continuation of the representation during each budget cycle during the initial term or subsequent term of this representation. The City agrees to inform the Contractor in writing of any such non-allocation of funds at the earliest possible date and shall pay for all services provided prior to exhaustion of the appropriated funds.

Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT


 Signature

 Jeff Hill, Vice President

 (Print or type name and title)

Attest:

 Signature

 Marla Ailor, Clerk Treasurer

 (Print or type name and title)
LOCAL PUBLIC AGENCY

 Signature

 Scott Willis, Mayor

 (Print or type name and title)

 Signature

 Chuck Lehman, Member

 (Print or type name and title)

 Signature

 Nick Barbknecht, Member

 (Print or type name and title)

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the City of Westfield, and if applicable, the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

General Project Scope

The general project scope includes the various construction engineering and project management services for the roundabout intersection improvement at Old 146th Street and Towne Road in Westfield, Indiana.

The CONSULTANT shall be responsible for performing the following activities:

Project Management
Construction Inspection Services
Internal Staff Training/Mentoring
Utility Coordination Services after Bidding

Additional details about these services are described below and on the following pages.

CONSULTANT PERSONNEL:

For the fulfillment of all services outlined below, the CONSULTANT will provide one part-time resident project representative, and other staff like inspectors, clerical and secretarial personnel as needed basis only for a period of time necessary to complete the construction project and final construction report.

The qualifications and experience of personnel provided by the CONSULTANT are subject to approval by the LOCAL PUBLIC AGENCY, and no personnel will be assigned to the project until LOCAL PUBLIC AGENCY approval is obtained.

The full-time resident project representative will take directions from and report to the LOCAL PUBLIC AGENCY on all matters concerning contract compliance and administration.

The full-time resident project representative will coordinate project activities with the LOCAL PUBLIC AGENCY.

CONSTRUCTION INSPECTION SERVICES:

CONSTRUCTION SCHEDULE:

Review the construction schedule prepared by the contractor for compliance with the contract and give to the LOCAL PUBLIC AGENCY detailed documentation concerning its acceptability.

CONFERENCES:

Attend preconstruction conferences as directed by the LOCAL PUBLIC AGENCY, arrange a schedule of progress meetings and such other job conferences as are required for the timely and acceptable conduct of the job, and submit such schedules prepared to the LOCAL PUBLIC AGENCY for notification to those who are expected to attend. Record for the LOCAL PUBLIC AGENCY, as directed, minutes of such meetings. The CONSULTANT shall be available for conferences as requested by the LOCAL PUBLIC AGENCY to review working details of the project. The LOCAL PUBLIC AGENCY may review and inspect the activities whenever desired during the life of the Agreement.

LIAISON:

Serve as the LOCAL PUBLIC AGENCY's liaison with the Contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in liaison capacity, the resident project representative shall be thoroughly familiar with the plans and specifications applicable to the project to monitor the Contractor for compliance with provisions therein. Any deviation observed shall be promptly reported to the contractor and LOCAL PUBLIC AGENCY by the resident project representative.

Serve as the LOCAL PUBLIC AGENCY's liaison with the traveling public and nearby affected business owners and property owners. The resident project representative will offer information and provide field office numbers to interested parties. If necessary, the resident project representative will attend and participate in any public information meetings.

Cooperate with the LOCAL PUBLIC AGENCY in dealing with the various federal, state, and local agencies having jurisdiction over the project.

Assist the LOCAL PUBLIC AGENCY in obtaining from the contractor a list of his proposed suppliers and subcontractors. Assist the LOCAL PUBLIC AGENCY in obtaining from the contractor additional details or information when needed at the job site for proper execution of work.

SHOP DRAWINGS:

Receive shop drawings and falsework drawings. Check for completeness and then forward to design personnel for approval.

Review approved shop and falsework drawings, specifications, and other submissions. Record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance with the contract documents.

Alert the contractor's field superintendent when it is observed materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and advise the LOCAL PUBLIC AGENCY when CONSULTANT believes it is necessary to disapprove work as failing to conform to the contract documents.

REVIEW OF WORK, INSPECTION, AND VERIFICATION OF TESTING:

Conduct on-site inspections for the LOCAL PUBLIC AGENCY of the work in progress as a basis for determining whether the project is proceeding in accordance with the Contract Documents.

Accompany visiting inspectors representing local, state, or federal agencies having jurisdiction over the project, and report details of such inspection to the LOCAL PUBLIC AGENCY. Verify that the required testing has been accomplished.

Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the LOCAL PUBLIC AGENCY.

RECORDS:

Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original contract documents, including all addenda, change orders, and additional drawings subsequent to the award of the contract, progress reports, and other project-related documents.

Keep a diary or logbook recording hours on the job site, weather conditions, a list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request, furnish copies of such a diary or logbook to the LOCAL PUBLIC AGENCY.

Maintain for the LOCAL PUBLIC AGENCY a record of names, addresses, and telephone numbers of all subcontractors and major material suppliers.

Maintain a set of drawings on which authorized changes are noted and deliver to the LOCAL PUBLIC AGENCY upon request, but in any event at the completion of the project.

Prepare the Final Construction Record and Final Estimate as required by the LOCAL PUBLIC AGENCY. Provide a copy of the Final Construction Record to the LOCAL PUBLIC AGENCY.

REPORTS:

Furnish to the LOCAL PUBLIC AGENCY at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.

PROGRESS ESTIMATES:

Prepare progress estimates for periodic partial payments to the Contractor and deliver to the LOCAL PUBLIC AGENCY for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete and in place in accordance with the contract.

PROJECT RESPONSIBILITY:

The resident project representative will be responsible for the documentation of pay quantities and estimates and the maintenance of appropriate records related to the construction of this project.

WORK SCHEDULE AND SUSPENSION:

The CONSULTANT's crew will be required to regulate their work week to conform to the Contractor's hours in accordance with the directions of the LOCAL PUBLIC AGENCY. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the CONSULTANT may also be suspended without cost to the project.

CONTRACT ADMINISTRATION:

The CONSULTANT will administer the contract in accordance with LOCAL PUBLIC AGENCY procedures.

ITEMS EXCLUDED FROM PROFESSIONAL SERVICES

CONSULTANT shall not at any time supervise, direct, or have control over Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the work. Work performed under this agreement shall be at the discretion of the LOCAL PUBLIC AGENCY project manager and may be modified at his discretion. Reduction of the scope of work shall not result in penalties due the CONSULTANT for such reduction. Increase of the scope of work shall require executed of a supplement to the original agreement by both the CONSULTANT and the LOCAL PUBLIC AGENCY.

Some work disciplines are excluded from the services provided by CONSULTANT to the LOCAL PUBLIC AGENCY. The following professional services that are excluded from this agreement: railroad coordination, right-of-way services or right-of-way acquisition, bridge design, environmental documentation for NEPA or SEPA, Waters of the US report, wetland studies, wetland mitigation, asbestos investigations, lead-based paint testing, geotechnical investigations, pavement design, HAWK or RRFB design, appraising, buying, title work, public hearing, final field check, construction inspection. These or other services could be added, if desired by the LOCAL PUBLIC AGENCY, by amendment to this agreement.

APPENDIX "B"**INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:**

The LPA shall furnish the CONSULTANT with the following:

1. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.
2. Standard Specifications and standard drawings applicable to the project
3. Plans of existing bridge within the project limits
4. All written views pertinent to the location and environmental studies that are received by INDOT
5. Traffic assignments, Traffic Signal Warrants (New Signal), Traffic Lighting Warrants (New Lighting)
6. Necessary permit forms and permit processing (US Army Corps of Engineers, US Coast Guard, and/or Indiana Department of Natural Resources)
7. Available data from the transportation planning process
8. Utility plans available to INDOT covering utility facilities govern the location of signals and underground conduits throughout the affected areas
9. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
10. Aerial Survey information
11. Existing water quality data
12. Laboratory tests for pavement investigation
13. Pavement design analysis
14. Geotechnical investigation, if applicable

APPENDIX "C"

SCHEDULE:

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LOCAL PUBLIC AGENCY.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LOCAL PUBLIC AGENCY for review and approval within the approximate time periods shown in the following submission schedule:

The CONSULTANT will be prepared to begin services under this Contract within five days after a letter of proceed is received from the LOCAL PUBLIC AGENCY. The CONSULTANT shall complete and deliver the final construction record and final estimate to the LOCAL PUBLIC AGENCY within 45 days after the contractor's last day of work.

CONSULTANT fee assumes approximately 22 weeks of construction inspection activities.

[Remainder of Page Intentionally Left Blank]

APPENDIX "D"**COMPENSATION:****A. Amount of Payment**

1. The CONSULTANT shall receive as payment for the work performed under this Agreement the total fee not to exceed \$ 169,490.00 unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY.
2. The CONSULTANT will be paid for the work performed under this Agreement in accordance with the following schedule:
 - a. Construction Inspection Services/Project Mgmt \$ 166,490.00
3. The CONSULTANT shall be compensated for the services an amount equal to the cumulative hours charged to the project by each class of CONSULTANT's employees times the approved hourly rates for each applicable billing, plus CONSULTANT's subconsultant charges, if any. Hourly rates are as follows:

Resident Project Representative	\$190.00
Project Manager:	\$250.00
Principal	\$300.00
Senior Inspector	\$160.00
Lead Inspector	\$130.00
CAD Technician	\$135.00
Staff Engineer	\$165.00
Administrative Staff	\$135.00
Intern	\$ 90.00

Overtime rates for Inspection efforts may be compensated at a rate up to 1.5x the hourly rates noted in this agreement for hours worked above 40 hours in a calendar week.
4. Mileage will be reimbursed up to the maximum current federal rate (FAR).
5. The CONSULTANT will not be paid for any service performed by the LOCAL PUBLIC AGENCY or not required to properly develop the project.

B. Method of Payment

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the LOCAL PUBLIC AGENCY. The invoice voucher shall represent the value, to the LOCAL PUBLIC AGENCY, of the partially completed work as of the date of the invoice voucher.
2. The LOCAL PUBLIC AGENCY for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay the CONSULTANT for rendering such services the fee established above upon completion of the work thereunder, acceptance thereof by the LOCAL PUBLIC AGENCY and upon the CONSULTANT submitting an invoice and claim voucher as described above.
3. In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted.

April 3, 2024



EDO Quick Start SOW

City of Westfield_EDO_QS_SOW_V.2

Microsoft Dynamics 365 + Cloud Nine Economic
Development Accelerator

PREPARED FOR:

THE CITY OF WESTFIELD

SUBMITTED BY:

Sikich LLP
Jordan Gilley

1415 West Diehl Rd., Suite 400
Naperville, IL 60563
630.566.8400
jordan.gilley@sikich.com

ACCOUNTING TECHNOLOGY ADVISORY

SIKICH.COM



STATEMENT OF WORK – THE CITY OF WESTFIELD_EDO_QS_

This Statement of Work ("SOW") is entered into by and between The City of Westfield ("Client", "you" or "your") and Sikich LLP, ("Sikich", "we", "us", or "our") pursuant to the Professional Services Master Agreement dated 4/8/2024 (the "Agreement", "PSMA"), all of the terms of which are hereby incorporated herein by reference.

In the event of a conflict among a term set forth in the Agreement or a term set forth in this SOW, the term set forth in the Agreement will control unless the conflicting term specifically references the inconsistent term of the Agreement, in which case the conflicting term will control only for the limited purposes set forth in the SOW. Capitalized terms not otherwise defined in this SOW will have the meanings given in the main body of the Agreement.

Services & Deliverables: Sikich will provide the services and deliverables listed in this SOW.

Pricing: All pricing in this SOW is stated in US Dollars.

The terms of this SOW are based upon the information and prevailing conditions that exist at its creation. The scope, pricing and other terms offered in this SOW are valid for thirty (30) days from the date shown on the cover page of this document.

This SOW is effective as executed on 4/8/2024

By the signatures of their duly authorized representatives below, Sikich and Client, intending to be legally bound, agree to all the provisions of this SOW as of the date set forth above.

AGREED TO AND ACKNOWLEDGED BY:

Sikich LLP

DocuSigned by:
Signature: Kevin Johnson
6485D3C5B3B3409...
Name: Kevin Johnson
Title: Partner, D365 Practice Area Leader
Dated: 4/8/2024

The City of Westfield

DocuSigned by:
Signature: Christopher S Larsen
35A399E1088447D...
Name: Christopher S Larsen
Title: Director of Informatics
Dated: 4/8/2024



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2 DOCUMENT REVISION & SIGN-OFF

Change Record

Date	Name	Version	Change Reference
2/27/2024	Jordan Gilley	1	Creation
Click here to enter a date.			
Click here to enter a date.			

Reviewers/Approvals

Date	Reviewer/Approver	Version	Approval or Requested Changes
Click here to enter a date.			
Click here to enter a date.			
Click here to enter a date.			



3 LEGAL

The City of Westfield_EDO_QS_SOW (SOW) and any exhibits, appendices, schedules, and attachments to it, is made pursuant to that certain Professional Services Master Agreement bearing an Effective Date of (“PSMA”) dated 4/8/2024, the terms of which are incorporated herein by reference, by and between the The City of Westfield (“client,” “you,” and “your”) and Sikich LLP, an Illinois limited liability partnership (“Sikich”, “us”, “we”, and/or “our”) or our affiliate, and sets forth the services to be performed by us related to the Microsoft Dynamics 365 + Cloud Nine Economic Development Accelerator Quickstart Implementation (“project”). This SOW represents the complete baseline for scope, services, service deliverables, and acceptance applicable to this project. All changes to this document will be managed in accordance with the Change Management Process defined below.

Unless customer signs this SOW, the associated work agreement will expire 30 (thirty) days after the date they were delivered to customer for signature, unless they have been formally extended in writing Sikich.

4 SUMMARY

ID	Details
Contact:	Jenell Fairman jfairman@westfield.in.gov 317-663-9530
Client Company Name:	The City of Westfield
Address:	2728 E 17 th St. Westfield, IN 46074
Project Name:	Microsoft Dynamics 365 + Cloud Nine Economic Development Accelerator Quickstart Implementation
Estimated Project Implementation Length:	6-8 weeks
Initial Setup/Implementation Costs:	\$12,000.00
NCE Licensing Term:	1 year
Annual NCE Licensing Charges:	\$7,752.00



5 IMPLEMENTATION PROJECT OBJECTIVES AND SCOPE

5.2 PURPOSE & OBJECTIVES

Sikich will work with Client to implement Microsoft Dynamics 365 Online software. The purpose of the CRM is to provide a unified software application and shared database for the entire economic development team to use for both reporting and collaboration.

5.3 SCOPE

This section describes in further detail the scope of work for the project as it relates to the design and delivery for this implementation. All areas and requirements left out of this section are deemed *out of scope* and will be subject to the Change Management Process. If a customization is required to meet Client’s requirement appropriate documentation will be provided in the form of a Functional Design Document and subject to design review and approval before proceeding.

Functionality	Check Here
Core EDO Entities	Include
Companies	Yes
Contacts	Yes
ED Projects	Yes
BRE	Yes
Locations	Yes
Incentives	Yes
Compliance	Yes
Investors	Yes
Sales & Marketing	
Leads	Yes
Opportunities	Yes
Marketing Campaigns (Primary & Quick)	Yes
Marketing Lists	Yes
CRM Tools	
Business Process Flows (ED Project)	Yes
Activities	Yes
Import & Export to Excel	Yes
Word/Excel Templates	Yes
Advanced Find/Charts/Dashboards	Yes

1. Software subscription – initial setup. Sikich will setup the CRM application and environment which resides in the Microsoft Cloud. Sikich will set up an Office 365 tenant on your behalf if you do not already have one.
2. Training on using the CRM via Outlook will be provided virtually. Prior to the training, the Outlook Plug-In should be installed by your IT team as network security settings and some level of their direct involvement may be involved. Any assistance provided with the install of the Outlook plug-in is billable and the time comes out of the block of hours. This is typically not a laborious process but your network and security settings are out of our control.



- 3. A 1 hour virtual training on data import via spreadsheets will be provided. Your organization is responsible for scrubbing, merging into templates and importing all legacy data. If further assistance on data import is requested it will be handled as a change request.
- 4. 4-6 Online Training sessions (maximum of 1 hour each) and 1 Team Kick Off Meeting will be provided.

Out of Scope

Any items not included above are considered out of scope.

Fixed Cost for Quick-Start Implementation: \$12,000

This project will be billed as Fixed Fee therefore resource availability is critical. Any change request added to this project will be billed at \$250 per hour.

5.3.1 RESOURCES & SCHEDULE

This initial fixed fee estimate of this project is the result of the following assumptions:

- Client will (a) pay Sikich for Services on a fixed fee basis at the rates set forth in the Statement of Work and (b) reimburse Sikich for all out-of-pocket costs incurred by Sikich in connection with the Services (“Expenses”).
- Client will pay such invoices within 30 days (starting from receipt of required banking documentation).
- Sikich consultants will adhere to a food per diem or expenses as incurred set forth by Client’s Policy.
- Sikich will stay at Client’s preferred place of lodging, else will stay at reasonable accommodations.
- Sikich will bill Client for automobile travel at the IRS standard 2022 rate of 58.5 cents per mile.
- Sikich will bill client for Airfare.
- Sikich will book rental cars at the Sikich rate with budget unless otherwise specified.
- Assumes English only.
- Any services deemed above and beyond the intent of this SOW will result in generation of ancillary Statements of Work.
- Sikich and Client will jointly and diligently manage the scope of this SOW to meet the outlined target for project completion.
- Any additions or modifications to this Statement of Work, or services performed under it, will require a Change Order/Request that must be approved by the Client and may result in schedule changes and additional fees payable to Sikich.



5.4 MANAGEMENT

5.4.1 COMMUNICATION PLAN

A formal process will be employed to facilitate communication during the project. The key vehicles for communication will be: Phone, E-Mail, and Meetings. The Sikich lead consultant or project manager, working in conjunction with the Client representative, will create the appropriate status report for the project and will distribute this report to management.

5.4.2 ISSUE/RISK MANAGEMENT PROCEDURE

The following general procedures will be used to manage project issues and risks:

- Identify and document
- Assess impact and prioritize
- Assign responsibility
- Monitor and report progress
- Communicate issue resolution

A mutually agreed upon issue escalation process will be defined at the outset of the project.

5.4.3 CHANGE MANAGEMENT PROCESS

During the project either party may request in writing additions, deletions, or modifications to the services described in this SOW ("change"). We shall have no obligation to commence work in connection with any change until the estimated fee and schedule impact of the change is agreed upon in a written Change Request Form signed by the designated Project Managers from both parties.

Upon a request for a change, we shall submit the change on our standard Change Request Form describing the change, including the estimated impact of the change on the project schedule, fees, and expenses. The Change Management Process that will be employed as defined below. Both parties must agree to follow this process and to use the Change Request Form.

- Identify and document
- Assess impact and prioritize
- Estimate required effort
- Approve / Disapprove
- Assign responsibility
- Monitor and report progress
- Communicate change resolution

Within thirty (30) consecutive business days of receipt of the proposed Change Request Form, Client shall either indicate acceptance of the proposed change by signing the Change Request Form or advise Sikich not to perform the change. If Client advises Sikich not to perform the change, then Sikich shall proceed only with the original services. In the absence of your acceptance or rejection, we will not perform the proposed change.

5.4.4 TERMINATION CHARGES

If we exercise our right to terminate this work order due to your material breach or default, or you terminate this work order without cause, your obligation to pay us for services performed and expenses incurred prior to termination shall include the following:

1. Any amounts previously invoiced but unpaid.
2. Fees for services performed through the termination date which have not been invoiced at our then current published hourly rates.
3. Any and all subcontract cancellation and/or termination charges incurred by us, no more than one month of service charges, including the cost of third-party products and services furnished to us but not delivered to you as of the date of termination.

5.4.5 PROJECT COMPLETION

The project will be considered complete, when any of the following are met:

- All of the service deliverables have been completed, delivered and accepted or deemed accepted, including approved Change Request Forms.
- The fee provisions of the Work Order have been met.
- This agreement is terminated pursuant to the provisions of the agreement.



6. INVESTMENT SUMMARY

Total Costs*:

TYPE OF LICENSES	DYNAMICS 365 SALES PROFESSIONAL	TEAM MEMBER		PER YEAR	PER MONTH
# of Users	6	2	Total Users:	8	
TOTAL NCE PRICE- Licensing and Accelerator - Per User	\$95.00	\$38.00		\$7,752.00	\$646.00
Total Reoccurring Licensing Costs				\$7,752.00	
Hourly Rate			\$250		
Services			\$12,000.00		

- Quick Start Engagements do not include user how-to documentation customized to business processes or showing modifications.
- Microsoft Dynamics 365 base application software and licensing is managed via the Cloud Service Provider (CSP) agreement, which must be signed separately and in addition to this agreement.
- Additional licenses can be added at any time during the contract period but cannot be cancelled during the term per Microsoft policy.



6 SUPPORT

6.1 PURPOSE & OBJECTIVES

Software had a distinctive lifecycle required to continue to add value to the end users. After an implementation, users often need help with additional training and as they learn the system they come up with additional functionality they would like to have or tweaks they would like to improve productivity. The purpose of this agreement is to outline the process for managing such requests.

Included in the CSP licensing packaged pricing outlined above in 6.4 Investment Summary section above you receive Advice and Admin Support which includes:

- Break/Fix support
- Access to the Sikich online library of training videos

Requests for training, enhancements or customization to fit your business processes will be estimated and presenting in a new/separate statement of work at a rate of \$250 per hour.

6.2 APPROACH & OPERATIONAL PROCESS

6.2.1 IN-TAKE PROCESS

- Client will need to define which users have authorization to submit requests.
- Supply list of authorized user to your Project Manager.
- Each authorized user will receive a URL, username and password for submitting enhancement requests or training support.
- Please note: Emails sent directly to any Sikich resources personal email address are not subject SLA and could result in delayed service.
- Sikich will review the ticket and provide service/training or provide an estimate to client for completing the task if it does not fall within advice and admin scope of work.
- Sikich and Client will review the task & estimates and client will assign priority. Sikich will schedule resources to complete request as negotiated with customer based on priority, urgency and resource availability.

6.2.2 GOVERNANCE

Sikich will setup project status meetings on a quarterly basis to report on ticket volume and status, with a goal of increasing user adoption and reducing support tickets/requests.

6.2.3 SLA

Sikich will provide services described herein during normal business hours as further defined below:



Monday thru Friday, 8:30 – 5:00pm EST, not including US National Holidays

Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)
Business and financial exposure			
The application failure creates a serious business and financial exposure.	The application failure creates a serious business and financial exposure.	The application failure creates a low business and financial exposure.	The application failure creates a minimal business and financial exposure.
Work Outage			
The application failure causes the client to be unable to work or perform some significant portion of their job.	The application failure causes the client to be unable to work or perform some significant portion of their job.	The application failure causes the client to be unable to perform some small portion of their job, but they are still able to complete most other tasks. May also include questions and requests for information.	The application failure causes the client to be unable to perform a minor portion of their job, but they are still able to complete most other tasks.
Number of Users Affected			
The application failure affects a large number of users.	The application failure affects a large number of users.	The application failure affects a small number of users.	The application failure may only affect one or two users.
Workaround			
There is no acceptable workaround to the problem (i.e., the job cannot be performed in any other way).	There is an acceptable and implemented workaround to the problem (i.e., the job can be performed in any other way).	There may or may not be an acceptable workaround to the problem.	There is likely an acceptable workaround to the problem.
Response Time			
Within two hours during business hours. Within ten hours outside of business hours during the work week. Within 16 hours during weekends and holidays.	Within four hours during business hours. Within twenty hours outside of business hours during the work week. Within 20 hours during weekends and holidays.	Within eight hours or by next business day	Within eight hours or by next business day.



Technology Services

PROFESSIONAL SERVICES MASTER AGREEMENT

This Professional Services Master Agreement (the "Master Agreement") is entered into on the date that it is accepted by Sikich (the "Effective Date") by and between the parties set forth below.

Sikich LLP ("Sikich")

Attn: Partner in Charge- Technology
1415 W. Diehl Road, Suite 400
Naperville, IL 60563
630-566-8400 (voice)
630-566-8401 (fax)
techinfo@sikich.com

The City of Westfield ("Client")

Attn: Christopher Larsen
2728 E 17th St.
Westfield, IN 46074
317-804-3165
clarsen@westfield.in.gov

WHEREAS, Sikich provides technology consulting services ("Services") and associated work product, computer software and computer hardware and digital materials ("Deliverables");

WHEREAS, Client desires to obtain the Services and Deliverables from Sikich from time to time; and

THEREFORE, in consideration of the mutual covenants set out in this Agreement, the parties, intending to be legally bound, hereby agree to the following terms and conditions.

SERVICES

1. This Agreement covers the provision of Services and/or Deliverables to Client from time to time by Sikich. The specific details of each project under this Agreement (each "Project") shall be separately negotiated and specified in a written Statement of Work ("SOW") containing terms agreed by the parties. An SOW may take the form of a Proposal, SOW, Development Request, Change Order or Quotation. Each SOW will define, as appropriate, the scope of work to be performed by Sikich, including the Services and Deliverables to be delivered, the Acceptance Criteria for the Services and Deliverables and the time line, cost estimate and payment schedule for developing and delivering the Services and Deliverables. Each SOW entered into pursuant to this Agreement shall be subject to all of the terms and conditions of this Agreement and shall be made part of, and incorporated into, this Agreement. To the extent any terms or provisions of an SOW conflict with the terms and provisions of this Agreement, the terms and provisions of this Agreement shall control, except to the extent that the applicable SOW expressly references the specific provision in this Agreement to be modified by the SOW. Should either party wish to change the scope of the Services set out in any SOW, it shall immediately notify the other party. The parties shall meet and discuss in good faith the consequences of the change and the impact on the Deliverables, timetable, the estimated cost and the project plan. No change shall be implemented without the parties entering into a written change order executed by authorized representatives of both parties.

ASSIGNMENT OF STAFF

2. Sikich shall have the right, at its complete discretion, to designate all persons, including independent contractors, to be assigned to perform the Services. Sikich will ensure that independent contractors are reasonably qualified to perform the required services.

CLIENT RESPONSIBILITIES

3. Client acknowledges that its reasonable cooperation is necessary for the timely implementation and completion of a Project. Failure of Client to fulfill its responsibilities as defined below may result in Sikich delaying or suspending the performance of its responsibilities under this Agreement with respect to a project and any SOWs, at Sikich's sole and reasonable discretion. Client's responsibilities include providing Sikich with the following:

- (a) Timely and accurate information;
- (b) Timely access to appropriate Client personnel, equipment, systems and software;
- (c) Timely feedback to testing and proofing requests;
- (d) Qualified Client personnel for training and for acceptance testing; and
- (e) Any additional responsibilities set forth in an SOW.

Client acknowledges it is responsible for assuming all management responsibilities and for overseeing any Services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience to so manage. In addition, Client is responsible for evaluating the adequacy and results of the Services performed and accepting responsibility for the results of such Services.

FEES AND DIRECT EXPENSES

4. The fees for Services will be charged as agreed to in a specific SOW. Time and expenses Services will include all time expended to perform the Services and direct expenses incurred while in the performance of the Services. Sikich typically charges a premium rate equal to 1.5 times the stated rates for work performed on weekends, holidays and outside of business hours, unless otherwise stated in the applicable SOW. All premium rate work will require prior written approval from Client. Sikich's normal business hours are 7:00AM to 7:00PM CST Monday through Friday, except for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day and Day after Christmas.

5. Client shall reimburse Sikich for all reasonable out-of-pocket expenses incurred by Sikich in connection with the Services and Deliverables being provided herein, including, but not limited to, vehicle travel from the consultant's home to the company site or airport at the then current reimbursable amount authorized by the Internal Revenue Service; parking, airfare, car rental, room, board, and other travel incidentals. Travel time to and from the consultant's home to the Client site or airport will be billed at half the normal hourly billing rate.

6. Sikich will submit itemized invoices weekly to Client for all fees and expenses incurred for the previous week. Client shall pay all invoiced amounts for Services within thirty (30) days after the date of the invoice. For purchasing any Third Party Software (as defined below), payment may be required prior to the elapse of thirty (30) days or upon ordering. All right, title, and interest of any Deliverable provided to Client pursuant to this Agreement shall only transfer to Client when the respective Deliverable is fully paid for by Client. Any objection to the invoice must be made within sixty (60) days after the date of the invoice. Lack of timely objection to an invoice shall evidence Client's agreement to all invoiced amounts. Sikich reserves the right to terminate this Agreement or the applicable SOW, or to suspend all provision of Services if at any time an invoice becomes past-due. Sikich reserves the right to require payment of outstanding fees and expenses prior to the performance of any of the Services or the delivery of any Deliverables.

ACCEPTANCE

7. Acceptance of Deliverables. Upon Sikich's completion and delivery of the Deliverables to Client, Client shall have thirty (30) days after receipt and (if applicable) installation of the Deliverables to review and accept as complete or reject as incomplete the Deliverables in accordance with the criteria for acceptance set forth in the SOW (the "Acceptance Criteria"). In the event Client elects to reject any such Deliverables as incomplete, Client shall notify Sikich in writing, not more than thirty (30) days after receipt and (if applicable) installation of the Deliverables, itemizing each instance in which Deliverables fails to meet the Acceptance Criteria ("Failure") in reasonably sufficient detail to permit Sikich to replicate, diagnose and correct the Failure (as applicable). Sikich will use commercially reasonable efforts to diagnose and correct all identified Failures and provide Client with a modified version of the Deliverables for review and acceptance. Sikich's efforts to correct Failures caused solely by Sikich shall be at no cost to Client. Client has thirty (30) days to verify that all identified Failures have been corrected and to accept or reject the modified version of the Deliverables. Failure of Client to notify Sikich of a Failure within any thirty (30) day acceptance period shall be deemed automatic and final

acceptance of the Deliverables. Notwithstanding the foregoing, in the event Sikich performs additional services upon the Client's written request or due to the Client's actions or errors, and beyond the scope of work anticipated in the original SOW, or any modified SOW, then Sikich will be entitled to additional compensation under the standard Sikich time and expense policies set forth in Sections 4-6. Such additional efforts may include , the following Services: (a) efforts expended for retesting the Deliverables due to Client action or errors; (b) any remedial action that is caused by Client action or errors; (c) any system changes; (d) any change to the original scope of work or any amended scope of work; I any changes to the assumptions made by Sikich based on information provided by the Client; and (f) any unauthorized Client or third party modifications to the Deliverables or use of the Deliverables other than as designed.

8. **Acceptance of Third Party Software.** Client acknowledges that in order for Sikich to perform Services hereunder, Client may need to obtain additional third party software, software license or code ("Third Party Software"). Client shall be solely responsible for procuring licenses for such Third Party Software from the Third Party Software's owner or may request Sikich to procure such licenses. In the event an SOW provides for the delivery, configuration and/or installation of Third Party Software, such delivery, configuration and/or installation of such Third Party Software shall be accepted by Client pursuant to the Third Party Software provider's documentation and/or license agreement(s). In the event Third Party Software is ordered by Sikich for Client, (i) Client shall be required to prepay the purchase price of the Third Party Software and (ii) the purchase price shall not be refundable unless the Third Party Software licensor permits Sikich to return such software for a refund of any or all of the purchase price therefor and then that portion of the purchase price shall be refunded to Client.

9. **Error Correction.** To the extent an SOW does not anticipate the delivery of any Deliverables as defined above, if any Services provided hereunder do not conform to the express specifications in an SOW, and such nonconformance is not attributable to any act or omission of Client, its customers or their agents, Sikich will correct the deficiencies within a mutually agreed upon time period at no additional cost to Client, provided that Client notifies Sikich of such error or deficiency within thirty (30) days of receipt of the applicable Services by Client or its customer. If Client requests any modification to the Services other than as specified in a mutually agreed upon SOW, Client may request that Sikich make the desired modification at Sikich's then current hourly rates.

WARRANTY

10. Sikich's warranty of the Services are limited in their entirety by the following:

(a) **Standards.** Sikich represents and warrants that all of the Services will be performed in a professional and workmanlike manner conforming to generally acceptable standards of the technology industry.

(b) **Limitations of Warranty.** SIKICH MAKES NO EXPRESS WARRANTIES OTHER THAN THOSE SPECIFICALLY STATED IN THIS AGREEMENT. SIKICH MAKES NO WARRANTY AS TO THE RESULTS OR PERFORMANCE THAT MAY OR MAY NOT BE OBTAINED BY CLIENT IN USING THE SERVICES, IN USING RECOMMENDATIONS PROVIDED AS PART OF SERVICES, AND/OR IN USING DELIVERABLES AS SET FORTH IN THIS AGREEMENT AND ANY SOWS. SIKICH DOES NOT AND CANNOT WARRANT THAT (i) CLIENT WILL NOT BE HACKED OR WILL NOT HAVE ITS SECURITY COMPROMISED, OR (ii) ITS SERVICES WILL DETECT EVERY CLIENT VULNERABILITY OR WEAKNESS OR THAT THE RESULTS OF SERVICES OR DELIVERABLES WILL BE ERROR-FREE OR TOTALLY ACCURATE. SIKICH SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SIKICH'S WARRANTY FOR ANY THIRD PARTY SOFTWARE OR HARDWARE PROVIDED TO CLIENT UNDER THIS AGREEMENT AND ANY SOWS SHALL BE SOLELY LIMITED TO ANY WARRANTY PROVIDED FOR SUCH THIRD PARTY SOFTWARE OR HARDWARE BY THE LICENSOR OR ORIGINAL EQUIPMENT MANUFACTURER THAT SIKICH AGREES TO ASSIGN WITHOUT MODIFICATION TO CLIENT TO THE EXTENT SIKICH IS ALLOWED TO LEGALLY AND CONTRACTUALLY TRANSFER SUCH WARRANTY TO CLIENT.

LIMITATIONS OF LIABILITY

11. In no event shall Sikich or its subcontractors be liable (i) under this Agreement for damages in excess of the total amount of fees collected from Client for the immediately preceding six (6) months pursuant to the

applicable Statement of Work under which the claim arose for the Services giving rise to the liability or (ii) for any claim whatsoever for any special, consequential, exemplary, incidental, consequential, lost profits, punitive, indirect or similar damages of any kind even if Sikich has been advised of the possibility of such damages. Sikich shall not be liable for any costs or fees related to Client's termination, cancellation, or breach of any contracts with third party providers whose products or services are being replaced or supplemented by Sikich or providers recommended by Sikich. Neither Sikich nor its contractors shall be liable for any damages arising from or related to the improper use of any Deliverables and/or Client's own computer hardware by Client, its employees or its customers, clients or other third parties. Client agrees that no claim may be brought by Client for the breach of this Agreement or any SOW more than one (1) year after such alleged breach occurred.

OWNERSHIP

12. Client Materials. Any and all software programs, databases, artwork, logos, graphics, video, text, data and other materials supplied by Client to Sikich in connection with the Services will at all times remain the sole and exclusive property of Client and its licensors (the "Client Materials"). No right, title, or interest will be transferred from Client to Sikich with respect to any of the Client Materials or any other copyrights, trademarks, trade secrets, patents or other intellectual property, proprietary, personal or other rights related thereto.

13. Sikich Property. Sikich shall remain the sole and exclusive owner of all right, title and interest to (a) any routines and subroutines that are used in developing or that are embodied in a Deliverable (excluding any Client Confidential Information or Client Materials) ("Subroutines"); (b) any software code and/or a portion of code that Sikich has already developed, acquired by assignment or uses under license or that Sikich hereafter independently develops or acquires by assignment or uses under license from a third party, such as re-usable computer software code, routines, preconfigurations, accelerators, modules, components, methodologies, processes, technologies and tools, and that: (x) accelerates the pace of application development; or (y) accelerates the data conversion process; or (z) is a component part of the Deliverable that, in its generic form, may have general usefulness in a variety of other software programs or programming applications ("Tools" or "Utilities"), or (c) all copyrights, trademarks, service marks, trade secrets, inventions, proprietary processes and other intellectual property of Sikich, including but not limited to software, source code, methodologies, documentation, databases, and other materials, which were created or conceived by Sikich or its agents prior to the date hereof, and any works based thereon, will remain the property of Sikich; and (ii) all templates, proprietary document formats, structures and designs, boilerplate language and narrative portions of deliverables which are not compilations of Client data (collectively, the "Sikich Property").

14. Except as provided hereunder and unless otherwise provided in an SOW, Client, upon Client's payment of all amounts due Sikich, shall own all right, title and interest to the Deliverable (excluding any Sikich Property). In the event any Deliverable provided by Sikich includes amendments, customizations, modifications and/or enhancements to third party software licensed by or on behalf of Client, the rights to such amendments, customizations, modifications and/or enhancements shall be determined in accordance with the terms of the applicable third party license and the applicable SOW. Sikich may further develop, use, copy and prepare derivative works and distribute works that are substantially similar to the Deliverable ("Similar Work(s)"), including works similar in function, structure, sequence or organization of the Deliverable, provided that such development, use, copying and preparation of derivative works and distribution does not violate Sikich's obligations under this Agreement with respect to any Client Materials or Client's Confidential Information. Upon Client request, Sikich shall assign to Client all of Sikich's right, title and interest, if any, to a Deliverable, including source code and documentation, subject to the right of Sikich to develop, use, copy and prepare derivative works from Deliverables to create Similar Works.

15. Subject to Client fulfilling its obligations under this Agreement and any SOW (including the timely payment of all invoices), Sikich grants to Client a worldwide, nonexclusive, nontransferable, royalty-free, perpetual license to use the Sikich Property that are incorporated into the Deliverables for its internal business purposes. Client may transfer the license to such Sikich Property to affiliates, successors and assigns, provided said transfer to successors and assigns is without consideration to a successor in interest of the entire business that assumes the obligations of this Agreement and there is no attempt to commercialize the Sikich Property.

INDEPENDENT CONTRACTOR STATUS

16. The relationship of Sikich to Client shall at all times be that of an independent contractor and neither Sikich nor Client will have any authority to bind the other party in any manner. Nothing in this Agreement shall be construed to create any partnership, association, joint venture or employment between the parties.

INDEMNIFICATION AGAINST INFRINGEMENT

17. Sikich agrees to indemnify and hold harmless Client from and against any and all costs, claims, demands, losses, expenses and liabilities to the extent arising out of or in connection with Sikich's infringement or misappropriation of any intellectual property right or other trade secret, proprietary, publicity or privacy right of any third party related to the Deliverables. Sikich shall have no such obligations to indemnify Client if: (a) Client modifies or alters or has someone other than Sikich or its authorized contractors, alter or modify the Deliverables in a manner that gives rise to the infringement claims; (b) the claim could have been avoided by using an unaltered current version of the Deliverables which was provided to Client; (c) the claim is based upon any intellectual property, information, design, specification, instruction, software, data, or material not owned and/or created by Sikich or its consultants; or (d) the claim is based upon the combination of any Deliverables with any third party software, hardware, products or services. In the event such a claim is brought and Sikich has the obligation to indemnify Client under this Agreement, Sikich shall, at its option and election, have the right to either: (i) obtain the rights for Client to continue to use such Deliverables; (ii) modify the Deliverables so they no longer are allegedly infringing such third party rights; or (iii) replace such Deliverables with a new version of such Deliverables that does not infringe upon such third party rights; provided, however, that any modification or replacement provided hereunder, does not cause a material difference in the functionality of the Deliverables. This Section 17 (i) is subject to Section 11 and (ii) sets forth Client's sole and exclusive remedy with respect to any claims of actual or alleged infringement, misappropriation or violation of any proprietary rights under or related to this Agreement.

COVENANT NOT TO ASSOCIATE

18. During the term of this Agreement and for a period of one (1) year thereafter (the "**Restricted Period**"), Client will not, directly or indirectly, employ, attempt to employ, or retain any person who performed any of the Services on behalf of Sikich for Client ("Sikich Personnel"). If Client does hire any Sikich Personnel during the Restricted Period, then a fee equal to one hundred fifty percent (150%) of the total compensation paid by Sikich to such employee or other person in the immediately prior twelve (12) months is due to Sikich. Client shall be jointly and severally liable with such third party for payment of the above described fee to Sikich if Client's third party hires any Sikich Personnel. The parties agree that the fees described in this Section 18 shall constitute liquidated damages for such a breach that the parties agree is reasonable compensation to the other for its damages incurred as a result of the breach. The provisions of this Section 18 shall not apply to any person hired pursuant to a general solicitation.

FORCE MAJEURE

19. Sikich shall not be deemed in default of any provision of this Agreement or be liable for any delay, failure in performance, or interruption of the Services resulting directly or indirectly from acts of God, electronic virus attack or infiltration, civil or military authority action, civil disturbance, war, strike and other labor disputes, fires, floods, other catastrophes, and other forces beyond its reasonable control.

DISPUTE RESOLUTION

20. **Negotiation:** In the event that a dispute arises between Sikich and Client that cannot be resolved in the normal course of doing business after making good faith efforts to do so, within ten (10) business days after receipt of a written request by either party, authorized senior officials with decision making authority of each party shall meet (in person or via electronic means) to resolve the dispute. If the designated officials cannot resolve the dispute within ten (10) business days following their initial meeting, then the dispute shall be referred to arbitration pursuant to Section 21 hereof.

21. **Arbitration:** Except as provided in Section 28 and Section 34 with respect to injunctive relief, and except claims by Sikich for non-payment of amounts owed hereunder, any controversy or claim arising out of or in any way relating to this Agreement or the breach thereof, shall be settled by arbitration in the City of Westfield, Indiana in accordance with the applicable rules of the American Arbitration Association and

judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. The parties hereby waive their right to have any such disputes and claims litigated by a jury. In all such situations (arbitration or a court of competent jurisdiction) Indiana law shall apply.

TERM AND TERMINATION

22. The **"Term"** of this Agreement shall be for one (1) calendar year commencing on the Effective Date, and will automatically be extended on an annual basis unless Sikich or Client provides written notice of non-renewal at least thirty (30) days prior to the end of the then-effective Term. Notwithstanding the foregoing, at any time during the Term, either Sikich or Client may elect to terminate this Agreement without cause by providing thirty (30) days prior written notice to the other party. Termination of this Agreement shall terminate all SOWs as of the Effective Termination Date (as defined below) without any further action or notice by the parties. Termination of one or more SOWs shall not result in the termination of any other SOW or this Agreement. Termination of this Agreement shall become effective (the **"Effective Termination Date"**) on the 30th day following delivery of written termination notice by one party to the other. Unless an earlier date is otherwise agreed to by the parties, Sikich shall stop work under this Agreement and all SOWs on the Effective Termination Date. On the Effective Termination Date: (a) Sikich shall be compensated for the work completed up to the Effective Termination Date; (b) Sikich shall be reimbursed for all out-of-pocket expenses incurred up to the Effective Termination Date; (c) Sikich shall deliver to Client its work product and documentation in connection with any uncompleted Deliverables with the understanding that such unfinished Deliverables are provided **"AS IS,"** without any warranties, express or implied; and (d) the parties shall have no further obligations to each other.

23. **Survival.** The following provisions shall survive any termination or suspension of this Agreement: Sections 1, 4-6 and 12-43.

CONFIDENTIALITY

24. **"Confidential Information"** shall include all information and materials; (a) developed during the Term, including any renewals or extensions and within the scope of this Agreement and any SOWs, and/or (b) transmitted or shared between the parties since the start of negotiations to enter into this Agreement or any SOWs and until its expiration or termination, including any renewals or extensions. The receiving party and its contractors warrant that it shall use reasonable care, but in no case less than the care the receiving party uses with regard to its own Confidential Information, to ensure that any Confidential Information, to which the receiving party has obtained possession or knowledge of in connection with this Agreement (from the disclosing party) , will not be disclosed to any third parties, in whole or in part, without the prior written permission of the disclosing party. Sikich shall use Confidential Information of Client solely for purposes of providing Deliverables and Services under this Agreement. Notwithstanding anything to the contrary in Sections 24-28, either party may disclose Confidential Information if required to do so by law (including but not limited to Indiana's Access to Public Records Act), rule or regulation or by subpoena, court order, regulatory proceeding or similar judicial or governmental process.

25. Neither party shall have the obligation to maintain the confidentiality of any Confidential Information that: (a) at the time of disclosure, had been independently developed by the receiving party or was in the receiving party's lawful possession prior to receipt from the disclosing party; (b) is lawfully obtained by the receiving party from a third party that, to the knowledge of the receiving party, did not acquire the information under an obligation of confidentiality; (c) is at the time of disclosure, or thereafter, becomes publicly known through no act or omission by the receiving party or its employees; or (d) is independently developed by the receiving party, its employees or agents who did not have access to Confidential Information of the disclosing party.

26. Upon the disclosing party's request, the receiving party will immediately return or destroy any or all Confidential Information that has been provided to it by the disclosing party. Notwithstanding the foregoing, the receiving party shall not be required to erase Confidential Information that has been saved to a back-up file in accordance with its ordinary document retention policies and procedures and may continue to store Confidential Information solely for such purpose and for such period as required to comply with such policies and procedures and any applicable law or regulation.

27. The parties shall maintain the confidentiality of the Confidential Information as set forth in Sections 24-26 during the Term, including any renewals or extension thereof, and for five (5) years following the expiration or termination, including any renewals or extensions, of this Agreement.

28. Injunctive Relief: Each party recognizes and acknowledges the substantial competitive value and confidential nature of the other party's Confidential Information, and that such party may suffer irreparable harm, for which monetary damages would be an inadequate remedy, if such Confidential Information were disclosed in violation of this Agreement. Therefore, in addition to any other available rights or remedies available under this Agreement, at law or in equity, each party shall have the right to seek an injunction issued against the other party to prevent actual or threatened breach of Sections 24-27, without the posting of a bond or any other security or the proof of actual damages.

29. Client hereby acknowledges and consents to Sikich's use of third-party cloud computing services to store confidential and proprietary information and other data of the Client, and agrees that Sikich's use of such cloud services coupled with the use of encrypted devices, password protections and firewall protection shall constitute the best efforts of Sikich to safeguard such information and data from unauthorized disclosure. Client further agrees that, subject to applicable law, Sikich shall only be liable if it has finally judicially been determined that Sikich did not take commercially reasonable measures to protect the confidential and proprietary information and other data of the Client from unauthorized disclosure.

30. As a result of Sikich's prior or future services to the Client, Sikich might be requested or required to provide information or documents to the Client or a third party in a legal, administrative, regulatory inquiry or arbitration or similar proceeding in which Sikich is not a party. If this occurs, Sikich's efforts in complying with such requests will be deemed billable to Client as a separate engagement. Sikich shall be entitled to compensation for its time and reasonable reimbursement for its expenses (including legal fees) in complying with the request.

TAXES

31. Client acknowledges and agrees that it is responsible for sales or use tax lawfully imposed on its retail purchases of Services or Deliverables from Sikich. Client will determine for each SOW issued under this Agreement whether to pay such tax to Sikich or to issue an appropriate fully completed certificate of exemption to Sikich to relieve Sikich of the legal obligation to collect and remit such tax. Client agrees to indemnify and hold Sikich harmless for any sales or use, transaction or gross receipt taxes and any interest and/or penalties, imposed or subsequently assessed against Sikich by any state or local jurisdiction based upon any transaction which is the subject of this Agreement, and any reasonable attorneys' fees and costs incurred by Sikich as a result of the same.

SEVERABILITY

32. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

HEADINGS

33. Section headings have been included in this Agreement merely for convenience of reference. They are not to be considered part of, or to be used in interpreting this Agreement.

APPLICABLE LAW

34. The substantive laws of the State of Indiana shall govern this Agreement in construction and enforceability without regard to its conflict of laws principles. Each party reserves the right to seek injunctive relief provided, however, any such action must be instituted and maintained in a state court in Hamilton County, Indiana or in a federal district court in the Southern District of Indiana.

ASSIGNMENT

35. Neither party shall assign this Agreement, or any of its rights and obligations under this Agreement, by operation of law or otherwise, without the prior written consent of the other party; provided, however, that either party may assign all, but not part, of its rights and obligations under this Agreement to its successor by

way of merger, corporate reorganization or sale of all or substantially all of its assets, provided such successor assumes all of such party's obligations under this Agreement. Subject to the foregoing restriction on assignments, this Agreement shall be fully binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors, assigns and legal representatives.

NOTICES

36. All notices and demands of any kind or nature which either party to this Master Agreement may be required or may desire to serve upon the other in connection with this Master Agreement shall be in writing and may be served personally, by certified mail, by a nationally recognized private delivery service or by email with confirmation of transmittal and posting by certified mail to the address set forth on page one of this Master Agreement. Service of such notice or demand so made shall be deemed complete: (a) when delivered, if by personal delivery or certified mail; (b) one (1) day after delivery to a nationally recognized private delivery service; or (c) upon transmission, if by email with confirmation of transmittal and posting by certified mail.

WAIVER; COUNTERPARTS; ELECTRONIC SIGNATURES

37. A waiver by any party to this Agreement of any term or condition shall not be deemed or construed to be a general waiver of such terms or conditions or a waiver of any subsequent breach. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. In order to facilitate execution of this Agreement, pdf signatures shall be deemed to be original signatures. Each party agrees that the electronic signatures, whether digital or encrypted (e.g., DocuSign or similar electronic signature technology), of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

ENTIRE AGREEMENT; AMENDMENT

38. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof, and all prior negotiations, understandings and arguments are merged herein. This Agreement may not be modified, amended or otherwise changed in any manner except by a written instrument executed by the party against whom enforcement is sought. In the event Client requires Sikich to execute a purchase order or other documentation in order to receive payment for Services, the terms and conditions contained in such purchase order or documentation shall be null and void and shall not govern the terms of this Agreement or any SOW.

EXPORT ADMINISTRATION REGULATIONS

39. Export laws and regulations of the United States and any other relevant local export laws and regulations may apply to the Services and Deliverables. Client agrees that such export control laws govern its use of the Deliverables (including technical data) and Client agrees to comply with all export laws and regulations (including "deemed export" and "deemed re-export" regulations). Client agrees that no data, information, program and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

ENFORCEMENT EXPENSES

40. If any proceeding shall be instituted by either of the parties hereto for the enforcement of any of the rights or remedies in and under this Agreement through arbitration or otherwise, the party in whose favor an award shall be rendered therein shall be entitled to recover from the losing party all costs reasonably incurred by the prevailing party, including, but not limited to, court and arbitration costs and reasonable expert witness and attorneys' fees.

STATUTORY PROVISIONS

41. Sikich agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance this Agreement, with respect to the employee's hire, tenure, terms, conditions

or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

42. Under Ind. Code § 22-5-1.7-11, by entering into this Agreement with the Client, Sikich is required to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. Sikich is not required to verify the work eligibility status of all newly hired employees through the E-Verify program if the E-Verify program no longer exists. Sikich hereby confirms that it does not knowingly employ an unauthorized alien. Sikich further affirms that it will enroll in and agree to verify the work eligibility status of all newly hired employees through the E-Verify program.

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

[Signature Page Follows]

This Professional Services Master Agreement is made in Westfield, Hamilton County, Indiana on the date that it is accepted by Sikich set forth below.

Sikich LLP

Signature:  DocuSigned by:
E523703084EB44E...

Name: Lee House

Title: Partner

Dated: 4/8/2024

The City of Westfield

Signature:  DocuSigned by:
35A399E1088447D...

Name: Christopher S Larsen

Title: Director of Informatics

Dated: 4/8/2024

1 CITY OF WESTFIELD_CHANGE ORDER

This Change Order (“CO”) is pursuant, incorporated into, and made a part of, that certain Professional Services Master Agreement bearing an Effective Date of 4/8/2024 (“PSMA”) between Sikich LLC (“Sikich”) and the City of Westfield, (“Client”) (collectively, the “Agreement”). Except as modified in this Change Order, the Agreement and Statement of Work, including any prior Change Orders or amendments, remains unchanged and in full force and effect.

Statement of Work Project ID: CityofWestfield_EDO_QS_SOW_V.2

Client Requester – Name/Email/Phone: Jenell Fairman / jfairman@westfield.in.gov / 317-663-9530

Date Requested: 5/23/2025

2 SCOPE OF CHANGE

2.1 AREA OF IMPACT

Additional Scope and Hours for the project resulting in additional costs.

2.2 REASON FOR CHANGE

Additional Client needs for Sharepoint and compliance functionality.

3 WORK EFFORT

TASK	HOURS	ASSUMPTIONS
Additional Requirements	36	Additional needs related to Automations (SharePoint, Forms etc...), Compliance adjustments and Reporting.
Project Management	5	Project management oversight of the above deliverables
TOTAL ESTIMATED HOURS	41	

4 PROJECT IMPACT (BUDGET/TIMELINE/EXPENSES)

Additional 41 Hours in Scope (work already completed [between November 2024 and May 2025](#)) to bring the project to a close.

4.1 ESTIMATED PROFESSIONAL SERVICES

Services under this CO are billed based on actual hours incurred using the rates in the table below. Travel and expenses are not included in this estimate and are billed separately if needed and agreed upon [in writing](#).

The estimates stated in this CO are preliminary and included in the quoted effort as part of this CO. A change in this effort may result in a reduction or increase in the overall hours or estimate. Any increase will go through the Change Management process for written approval by Client.

The overall estimate for completion comprises the following resources, as coordinated between Client and Sikich:

RESOURCE ROLE	RATE	HOURS	AMOUNT
Senior D365 CE Consultant	\$250	36	\$ 9,000
Senior D365 CE Managing Consultant	\$250	5	\$ 1,250
TOTAL ESTIMATED SERVICES		41	\$ 10,250

5

PAYMENT TERMS AND INVOICING

Services costs and travel expenses are invoiced based on the terms set forth in the Agreement.

6 ACCEPTANCE

By the signatures of their duly authorized representatives below, Client and Sikich, intending to be legally bound, agree to all the provisions of this Change Order as of the date of mutual signing.

AGREED TO AND ACKNOWLEDGED BY:

Sikich LLC
Signature:
Name:
Title:
Dated:

City of Westfield
Signature:
Name:
Title:
Dated:

COPYRIGHT

Copyright Sikich LLC. Confidential and proprietary. All rights reserved. This document is the property of, and is proprietary to, Sikich LLC. It is not to be disclosed, in whole or in part, without written authorization from Sikich LLC. This document shall not be duplicated or used, in whole or in part, for any purpose other than to evaluate Sikich LLC projects and shall be returned upon request.



Board of Works

Nick Barbknecht
Chuck Lehman
Scott Willis

Clerk Treasurer

Marla Ailor

To: Westfield Board of Public Works & Safety

Date: June 18, 2025

Re: Action Item-Signing Authority

2025 Resurfacing Project – 199th St Change Order

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider granting John Nail, Director of Public Works, signing authority for the 2025 Resurfacing Project – 199th St Change Order for the not-to-exceed amount of \$576,886.32. Attached is a breakdown of the costs for the change order. The City has actively been working with the Hamilton County Highway Department on participating in the cost of the work on their portion of 199th St.

Nick Barbknecht

Chuck Lehman

Scott Willis

Public Works Department

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

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

**E&B PAVING, LLC****ADDITIONAL WORK AUTHORIZATION**

To: City of Westfield Phone: (317)-473-2917 Date: 6/18/2025
2728 E. 171st St. Project: Westfield 2025 Resurface Project Job No: 0225-4764
Westfield, IN 46074 Location: Westfield
County: Hamilton
Attn: Austin Sheperd CO # 002

DESCRIPTION: *The following quoted prices are for additional work that is not a part of our original contract scope of work:*
This is option 2 for 199th St. The patching for this option is to remove 6", and place 6" of HMA back in one lift. The milling is to profile mill the road, and then place a 3" overlay on top. The MOT includes flaggers and it is understood that we will be able to close the road in the curves to complete that work. The striping will be for two stop bars at each end of the road, as well as, restriping between the two neighborhoods correctly.

Description	Quantity	Unit	Unit Total	Total
MOB DEMOB - 199TH ST.	1.00	LFT	\$ 10,500.00	\$ 10,500.00
HMA PATCHING TYPE B OPTION 2 - 199TH ST.	1,900.00	LFT	\$ 150.00	\$ 285,000.00
MILLING ASPHALT VAR. 1.5 IN TO 0 - 199TH ST.	14,800.00	LFT	\$ 2.24	\$ 33,152.00
HMA TYPE B 3" 58S SURFACE 9.5 MM - 199TH ST.	2,450.00	LFT	\$ 92.00	\$ 225,400.00
MAINTAINING TRAFFIC	1.00	LFT	\$ 19,777.00	\$ 19,777.00
TRANS MARK THERMO CROSSWALK WHITE 24 IN	220.00	LFT	\$ 6.65	\$ 1,463.00
LINE THERMOPLASTIC SOLID WHITE 4 IN	1,074.00	LFT	\$ 0.66	\$ 708.84
LINE THERMOPLASTIC YELLOW 4 IN	858.00	LFT	\$ 0.66	\$ 566.28
TRANS MARK THERMO STOP LINE WHITE 24 IN	48.00	LFT	\$ 6.65	\$ 319.20

ADDITIONAL CHARGE FOR THE ABOVE WORK IS:**\$ 576,886.32****Payment will be made as follows: PER CONTRACT**

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date: 6/18/2025 Owner or Contractor Signature _____
(Authorized Representative)

We hereby agree to furnish labor and materials - complete in accordance with the above specifications, at the above stated price.

E & B Paving, LLC., Authorized Signature


Seth Bondurant, Project Manager

Date: 6/18/2025

AN EQUAL OPPORTUNITY EMPLOYER
17042 Middletown Ave | Noblesville, IN 46060
PHONE: 317.773.4132 | FAX: 317.773.4137

www.ebpaving.com**ASPHALT AND CONCRETE CONTRACTORS**

ROAD IMPACT FEE INSTALLMENT AGREEMENT

Cross Referenced to Instrument No. 2018057176

IBeach Holding Partners, LLC (the "Applicant") makes the following commitments (the "Commitments") to the City of Westfield, Hamilton County, Indiana ("City") regarding the installment payments for the Road Impact Fees properly assessed on the following described real estate (the "Real Estate") located in Hamilton County, Indiana:

Section 1. **Description of Real Estate:** See attached Exhibit A (the "Real Estate").

Address: 750 E. 181st Street, Westfield, IN 46074

Parcel Nos: 08-05-36-00-00-050.001

Section 2. **Improvement Location Permit Nos.:** 25-C-013-758 (the "ILP").

Builder/Contractor: Alleato Group

Section 3. **Statement of Terms:**

- A. As part of the development of the Real Estate, road impact fees are required to be paid to the City by the Applicant. In accordance with City Ordinance 17-43, the City assessed a road impact fee of **\$377,750.00** on May 22, 2025, attached hereto as **Exhibit B** (25-RIFA-15) (the "Assessed Road Impact Fee"), as part of the Applicant's filed ILP for the Real Estate.
- B. Pursuant to I.C. 36-7-4-1324 the City agrees to installment payments of the Assessed Road Impact Fees as set forth herein.
- C. Prior to the issuance of the ILP, the Applicant agrees to tender \$5,000.00 (Five-Thousand Dollars) or five percent (5%), whichever is greater.
- D. Pursuant to I.C. 36-7-4-1324 the City will charge ^{six}~~seven~~ percent (6%) interest on an annual basis, only on the portion of the impact fee that is outstanding.
- E. Pursuant to I.C. 36-7-4-1324 the City may charge a ten percent (10%) penalty on any installment which is not paid by the payable due date set forth in Section F. This penalty will be assessed only to the installment amount which is overdue and is a one-time charge for that installment. Interest in the amount described in Section D may also be charged on the penalty amount in accordance with I.C. 36-7-4-1324.
- F. The Applicant agrees to make installment payments to the City for the remaining Assessed Road Impact Fee on or before the dates set forth below. The remaining amounts shall be due in equal payments beginning July 7, 2026, and every year thereafter, in accordance with the following:

Issuance of ILP:	\$18,887.50
July 7, 2026:	\$85,192.67
July 7, 2027:	\$85,192.67
July 7, 2028:	\$85,192.67
July 7, 2029:	\$85,192.67
July 7, 2030:	\$85,192.67
Total Road Impact Fee:	\$444,850.50

- G. The Applicant is aware and agrees that a lien is placed upon the Real Estate pursuant to I.C. 36-7-4-1325 and the City reserves all rights of collection thereunder.

Section 4. **Binding on Successors and Assigns:**

This Agreement is binding upon each subsequent owner of the Real Estate, each other person acquiring an interest in the Real Estate, and each user of the Real Estate, unless modified or terminated by the City.

Section 5. **Effective Date:**

This Agreement is effective upon the issuance of the ILP and shall continue in effect until the Assessed Road Impact Fees are paid in full or unless modified or terminated in writing by the City.

Section 6. **Recording:**

The undersigned hereby authorizes the Westfield Community Development Department to record this Agreement in the Office of the Recorder of Hamilton County, Indiana, if desired by the City.

Section 7. **Enforcement:**

This Agreement may be enforced by the City of Westfield, and the only proper venue shall be the Hamilton Circuit or Superior Courts in Hamilton County, Indiana.

[Remainder of page intentionally left blank;
Signature page follows.]

IBeach Holding Partners, LLC (the "Applicant")

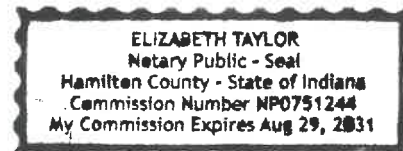
By: KC
Printed Name: Katie Conner
Title: Partner
Date: 6/6/2025

IBeach Holding Partners, LLC (the "Applicant")

By: _____
Printed Name: _____
Title: _____
Date: _____

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the above party, who having been duly sworn acknowledged the execution of the foregoing instrument.

Elizabeth Taylor
SIGNATURE OF NOTARY PUBLIC



State of Indiana, County of Hamilton, SS:

Subscribed and Sworn before me this 6th day of June, 2025.

Printed Name of Notary Public Elizabeth Taylor

My Commission Expires 8/29/2031

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law: Michael Pearce, City Engineer.

Prepared by: Chad Mills, Senior Project Manager
City of Westfield
2728 East 171st Street,
Westfield, IN 46074
(317) 439-6602

**CITY OF WESTFIELD
BOARD OF PUBLIC WORKS & SAFETY**

Nick Barbknecht

Chuck Lehman

Scott Willis

ATTEST:

Pat Leuteritz, Office Administrator

Exhibit A
Real Estate

LAND DESCRIPTION:

PARCEL 1:

THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 19 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN IN HAMILTON COUNTY INDIANA BEING DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTH LINE OF THE NORTHWEST QUARTER AS BEARING NORTH 90°00'00" EAST WITH ALL OTHER BEARINGS HEREIN CONTAINED RELATIVE THERETO: BEGINNING AT A FOUND PK NAIL AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 36. THENCE ON AND ALONG THE SOUTH LINE OF SAID QUARTER NORTH 90°00'00" EAST 132.79 FEET TO A SET PK NAIL AT THE TRUE PLACE OF BEGINNING; THENCE NORTH 0°00'00" EAST 436.0 FEET TO A SET REBAR; THENCE NORTH 90°00'00" EAST 300.00 FEET TO A SET REBAR; THENCE SOUTH 0°00'00" WEST 436.00 FEET TO A SET PK NAIL ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 36; THENCE ON AND ALONG SAID SOUTH LINE SOUTH 90°00'00" WEST 300.00 FEET TO THE TRUE PLACE OF BEGINNING, CONTAINING 3.00 ACRES, MORE OR LESS.

PARCEL 2:

A part of the Northwest Quarter of Section 36, Township 19 North, Range 3 East, Washington Township, Hamilton County, Indiana and being part of Block A in the Grand Park Village Section Five Secondary Plat as recorded in Plat Cabinet 5, Slide 911 (Instrument Number 2018057176) in the Office of the Recorder of Hamilton County, Indiana, and as shown on the plat of a ALTA/NSPS Land Title Survey / Boundary Retracement Survey as certified by Nickolas M. Schmitt, P.S. No. 1521200004 (Fritz Engineering Services, LLC) project number 2201004 (all references to monuments and courses herein are as shown on said plat of survey) and more particularly described as follows:

Commencing from the West Quarter corner of said Section 36; thence North 00 degrees 19 minutes 15 seconds East on and along the west line of said Northwest Quarter and the west line of said Grand Park Village Section Five with the basis of bearing being NAD83 Indiana State Plane East (as per said Grand Park Village Section Five), 50.00 feet to the southwest corner of said Block A and the Point of Beginning; thence continuing North 00 degrees 19 minutes 15 seconds East on and along said west line of said Northwest Quarter and said Block A 386.04 feet to the prolongation of a south plat line of said Block A, said prolongation line being parallel to the south section line of said Northwest Quarter; thence North 89 degrees 31 minutes 52 seconds East on and along said prolongation line 126.78 feet to a south corner of said Block A, with the next two courses being on and along the boundary of Block A; (1) thence South 00 degrees 28 minutes 08 seconds East 386.00 feet; (2) thence South 89 degrees 31 minutes 52 seconds West 132.10 feet to the Point of Beginning, containing 1.147 acres (49,963 square feet), more or less.

Exhibit B

Assessed Road Impact Fee

ROAD IMPACT FEE ASSESSMENT

Assessment #: 25-RIFA-15
 Assessment Date: 05/22/25
 Assessment By: Ryan Collingwood
 (I.C. 36-7-4-1321 and City Ordinance No. 17-43)



Property Information:	Applicant Information:
Property Description:	Name: iBeach31, LLC
Parcels: 08-05-36-00-050.001	Address: 16413 Chalet Circle
Address: 750 E. 181st Street	Westfield, IN 46074
	(219) 363-7121
	Email: katie@ibeach31.com

Development Information:	Proposed:
Existing:	43,203 square foot building
Outdoor Recreation/Vacant	3.80 acres
Zoning: iBeach31 at Grand Park PUD	

Road Impact Fee Calculation:

In accordance with I.C. 36-7-4-1321 and the City's adopted impact fee ordinance, road impact fees are calculated based on the number of twenty-four-hour trips taken from the latest version of the *Trip Generation Manual*, a study published by the Institute of Transportation Engineers (the following were developed based on the guidelines set forth in the 11th Edition).

Land Use Code:	Athletic Club (493)
Independent Variable:	15,000 square feet
Weighted Trip Average:	16.59 per 1,000 Square feet (average weekday 24-hour trip rate)
* 24-hour data is not available for subject use. This average calculated by assuming 2-hour peak hour trips and 50% of peak hour trips for other hours of operation	
Land Use Code:	Fast Casual Restaurant (930)
Independent Variable:	18,150 square feet
Weighted Trip Average:	97.14 per 1,000 Square feet (average weekday 24-hour trip rate)

Trips:

A "trip" is a single or one-direction vehicle movement exiting or entering the site. For trip generation purposes, the total trips for a 24-hour period are the total of all trips entering plus all trips exiting a site during this period (e.g., one vehicle in and out of site equals two trips).

Pass-by Trips:

A pass-by trip is a trip made as an intermediate stop from an origin to a primary destination, and is generally a trip attracted from traffic already passing the site on an adjacent street. Trip generation estimates may be able to be reduced, subject to the land use, its context and available data from the *Trip Generation Manual*. If appropriate, the calculation below takes pass-by trips into consideration.

Calculation:

Athletic Club (493)						
	Sq.Ft. GFA	Variable		Trip Average		
Trips:	15,000	/ 1,000	x	16.59	=	248.85 24 hr-trips
Pass-by Trips:	Average pass-by trip percentage:					0% pass-by trip reduction %
						0.00 pass-by trips
Fast Casual Restaurant (930)						
	Sq.Ft. GFA	Variable		Trip Average		
Trips:	18,150	/ 1,000	x	97.14	=	1,763.09 24-hour trips
Pass-by Trips:	Average pass-by trip percentage:					55% pass-by trip reduction %
						969.70 pass-by trips
* Pass-by trip data is not available for subject use. Used highest fast-food pass-by trip rate						

Road Impact Fee: \$362 per trip

Road Impact Fee Assessment:					Total Road Impact Fee:
24-hour trips	fee per trip	road impact fee	pass-by trip discount	redevelopment credits	
2,011.94	\$362	= \$ 729,208	- \$ 351,458	- \$ -	= \$ 377,750

X	This is being provided as an assessment of the road impact fees due for the development. Road impact fees are due by the applicant upon the City's issuance of an improvement location permit for this development. Please provide a copy of this assessment with any Improvement Location Permit application made with the City regarding this property.
	This is being provided as an estimate for informational purposes only at the request of the applicant and is not binding upon the applicant or the City. The actual assessment of road impact fees for this development is subject to change.

ROAD IMPACT FEE INSTALLMENT AGREEMENT

Cross Referenced to Instrument No. 2008029578

Ben's BBQ Shack c/o Ben Hoffman (the "Applicant") makes the following commitments (the "Commitments") to the City of Westfield, Hamilton County, Indiana ("City") regarding the installment payments for the Road Impact Fees properly assessed on the following described real estate (the "Real Estate") located in Hamilton County, Indiana:

Section 1. **Description of Real Estate:** See attached Exhibit A (the "Real Estate").

Address: 1000 E. 181st Street, Westfield, IN 46074

Parcel Nos: 08-05-36-00-00-004.336

Section 2. **Improvement Location Permit Nos.:** 25-C-012-669 (the "ILP").

Builder/Contractor: MacDougall Pierce

Section 3. **Statement of Terms:**

- A. As part of the development of the Real Estate, road impact fees are required to be paid to the City by the Applicant. In accordance with City Ordinance 17-43, the City assessed a road impact fee of **\$67,325.46** on May 08, 2025, attached hereto as Exhibit B (25-RIFA-13) (the "Assessed Road Impact Fee"), as part of the Applicant's filed ILP for the Real Estate.
- B. Pursuant to I.C. 36-7-4-1324 the City agrees to installment payments of the Assessed Road Impact Fees as set forth herein.
- C. Prior to the issuance of the ILP, the Applicant agrees to tender \$5,000.00 (Five-Thousand Dollars) or five percent (5%), whichever is greater.
- D. Pursuant to I.C. 36-7-4-1324 the City will charge six percent (6%) interest on an annual basis, only on the portion of the impact fee that is outstanding.
- E. Pursuant to I.C. 36-7-4-1324 the City may charge a ten percent (10%) penalty on any installment which is not paid by the payable due date set forth in Section F. This penalty will be assessed only to the installment amount which is overdue and is a one-time charge for that installment. Interest in the amount described in Section D may also be charged on the penalty amount in accordance with I.C. 36-7-4-1324.
- F. The Applicant agrees to make installment payments to the City for the remaining Assessed Road Impact Fee on or before the dates set forth below. The remaining amounts shall be due in equal payments beginning July 13, 2026, and every year thereafter, in accordance with the following:

Issuance of ILP:	\$5,000.00
July 7, 2026:	\$14,795.84
July 7, 2027:	\$14,795.84
July 7, 2028:	\$14,795.84
July 7, 2029:	\$14,795.84
July 7, 2030:	\$14,795.84
Total Road Impact Fee:	\$78,979.20

- G. The Applicant is aware and agrees that a lien is placed upon the Real Estate pursuant to I.C. 36-7-4-1325 and the City reserves all rights of collection thereunder.

Section 4. Binding on Successors and Assigns:

This Agreement is binding upon each subsequent owner of the Real Estate, each other person acquiring an interest in the Real Estate, and each user of the Real Estate, unless modified or terminated by the City.

Section 5. Effective Date:

This Agreement is effective upon the issuance of the ILP and shall continue in effect until the Assessed Road Impact Fees are paid in full or unless modified or terminated in writing by the City.

Section 6. Recording:

The undersigned hereby authorizes the Westfield Community Development Department to record this Agreement in the Office of the Recorder of Hamilton County, Indiana, if desired by the City.

Section 7. Enforcement:

This Agreement may be enforced by the City of Westfield, and the only proper venue shall be the Hamilton Circuit or Superior Courts in Hamilton County, Indiana.

[Remainder of page intentionally left blank;
Signature page follows.]

Ben's BBQ Shack c/o Ben Hoffman (the "Applicant")

By: [Signature]

Printed Name: BEN HOFFMAN

Title: OWNER

Date: 6/18/25

Before me the undersigned, a Notary Public in and for said County and State,
personally appeared the Above party, who having been duly sworn acknowledged
the execution of the foregoing instrument.

[Signature]
SIGNATURE OF NOTARY PUBLIC

SHARICE WILLIAMS
Notary Public, State of Indiana
SEAL
Marion County State of Indiana
Commission Number NP0757489
My Commission Expires July 14, 2032

State of Indiana County of Hamilton, ss:

Subscribed and Sworn before me this 18th day of June, 2025.

Printed Name of Notary Public Sharice Williams

My Commission Expires July 14th 2032

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law: Michael Pearce, City Engineer.

Prepared by: Chad Mills, Senior Project Manager
City of Westfield
2728 East 171st Street,
Westfield, IN 46074
(317) 439-6602

**CITY OF WESTFIELD
BOARD OF PUBLIC WORKS & SAFETY**

Nick Barbknecht

Chuck Lehman

Scott Willis

ATTEST:

Pat Leuteritz, Office Administrator

Exhibit A

Real Estate

LAND DESCRIPTION:

A part of the Northwest Quarter of Section 36, Township 19 North, Range 03 East, Washington Township, Hamilton County, Indiana and being part of Block B of the First Replat of Block A Grand Park Village Section 6 as recorded in Plat Cabinet 6, Slide 301, Instrument Number 2022041391 in the Office of the Recorder of Hamilton County, Indiana and more particularly described as follows:

Beginning at a southeast corner of said Block "B"; thence South 89 degrees 41 minutes 26 seconds West along the south line of said Block "B" 450.00 feet to a corner of said Block "B", said point also being the southeast corner of Lot 1 of the Secondary Plat of Grand Park Village Section 6 as recorded in Instrument Number 2019062064 in said Office of the Recorder; thence North 00 degrees 18 minutes 34 seconds West along a west line of said Block "B" and the east line of said Lot 1 a distance of 188.33 feet to the northeast corner of said Lot 1, with said point being on the south line of the Secondary Plat of Lot 2 of Grand Park Village Section 6, Block B as prepared by Keeler-Webb Associates, with the next five (5) courses being on and along said Lot 2 of Grand Park Village Section 6, Block B; (1) thence North 89 degrees 58 minutes 33 East 1.02 feet; (2) thence North 10 degrees 10 minutes 25 seconds East 110.44 feet to a non-tangent curve; (3) thence northeasterly 0.64 feet along said curve to the left having a radius of 100.00 feet and subtended by a long chord bearing of North 56 degrees 27 minutes 57 seconds East 0.64 feet to another curve; (4) thence northeasterly 49.97 feet along said curve to the left having a radius of 100.00 feet and subtended by a long chord bearing of North 42 degrees 20 minutes 05 seconds East 49.45 feet; (5) thence North 44 degrees 54 minutes 08 seconds East 23.48 feet to a northeasterly line of said Block "B", with the next three (3) courses being on and along said Block "B"; (1) thence South 65 degrees 40 minutes 52 seconds East 351.86 feet; (2) thence South 32 degrees 59 minutes 43 seconds East 108.01 feet; (3) thence South 00 degrees 18 minutes 34 seconds East 112.54 feet to the Point of Beginning, containing 2.735 acres, more or less.

Exhibit B

Assessed Road Impact Fee

ROAD IMPACT FEE ESTIMATE

Estimate Request #: 25-RIFA-13
 Estimate Date: 05/08/25
 Estimate By: Weston Rogers / Michael Pearce
 (I.C. 36-7-4-1321 and City Ordinance No. 24-43)



Property Information:		Applicant Information:	
Property Description:		Name:	Ben's BBQ Shack c/o Ben Hoffman
Parcel:	08-05-36-00-00-004.336	Address:	224 E. Main St
Address:	986 E 181st St.		Westfield, IN 46074
	Westfield, IN 46074		957.825.0747
		Email:	ben@bensbbqshack.com

Development Information:

Existing: Proposed:
 Vacant 3,040 square foot restaurant
 1.00 acres

Zoning: Grand Park Village PUD

Road Impact Fee Calculation:

In accordance with I.C. 36-7-4-1321 and the City's adopted impact fee ordinance, road impact fees are calculated based on the number of twenty-four-hour trips taken from the latest version of the *Trip Generation Manual*, a study published by the Institute of Transportation Engineers (the following were developed based on the guidelines set forth in the 11th Edition).

Land Use Code:	High-Turnover (Sit-Down) Restaurant (932)		
Independent Variable:	3,040	square feet	
Weighted Trip Average:	107.20	per	2,000 Square feet (average weekday 24-hour trip rate)

Trips:

A "trip" is a single or one-direction vehicle movement exiting or entering the site. For trip generation purposes, the total trips for a 24-hour period are the total of all trips entering plus all trips exiting a site during this period (e.g., one vehicle in and out of site equals two trips).

Pass-by Trips:

A pass-by trip is a trip made as an intermediate stop from an origin to a primary destination, and is generally a trip attracted from traffic already passing the site on an adjacent street. Trip generation estimates may be able to be reduced, subject to the land use, its context and available data from the Trip Generation Manual. If appropriate, the calculation below takes pass-by trips into consideration.

Calculation:

	Square feet	Variable	Trip Average		
Trips:	3,040	/	1,000	=	325.89 24-hour trips
Pass-by Trips:			Average pass-by trip percentage:		43% pass-by trip reduction %
					140.13 pass-by trips
Credits:			Structure demolition is proposed:		0.00 structure demolition credit (see below)
			Total net trips:		185.76 24-hour trips

Road Impact Fee: 5362.44 per trip

Road Impact Fee Assessment:							Total Road Impact Fee:
24-hour trips	fee per trip		road impact fee		pass-by trip discount	redevelopment credits	
325.89	x	\$5362.44	=	\$ 1,738,114.85	-	\$ 90,789.38	= \$ 67,325.46

X	This is being provided as an assessment of the road impact fees due for the development. Road impact fees are due by the applicant upon the City's issuance of an improvement location permit for this development. Please provide a copy of this assessment with any Improvement Location Permit application made with the City regarding this property.
	This is being provided as an estimate for informational purposes only at the request of the applicant and is not binding upon the applicant or the City. The actual assessment of road impact fees for this development is subject to change.



June 25, 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:

- Performance Services, Inc., Westfield Middle School & Elementary School, Phase 1, Bond #30244375, \$5,748.60, Erosion Control
- Performance Services, Inc., Westfield Middle School & Elementary School, Phase 1, Bond #30244374, \$77,501.60, Sidewalks
- Performance Services, Inc., Westfield Middle School & Elementary School, Phase 1, Bond #30244373, \$4,620.00, Storm Sewer – Adjusting Castings
- Lennar Homes of Indiana, LLC, East Street Towns, Section 1, Bond #024285456, \$51,348.00, Erosion Control
- Atwater Development, LLC, Atwater, Section 3, Bond #LICX1985800, \$100,407.15, Erosion Control
- Davis Building Group, LLC, The Preserve at Cool Creek, Section 1, Bond #269453, \$145,630.54, Erosion Control
- Davis Building Group, LLC, The Preserve at Cool Creek, Section 1, Bond #269454, \$162,023.40, 191st Street ROW Street Stone, Asphalt Base, & Binder
- Davis Building Group, LLC, The Preserve at Cool Creek, Section 1, Bond #269455, \$46,705.23, 191st Street ROW Asphalt Surface
- Davis Building Group, LLC, The Preserve at Cool Creek, Section 1, Bond #269456, \$40,279.47, Asphalt Path (191st Street ROW)
- MacDougall Pierce Construction, Inc., Ben's Barbecue, Bond & Rider #7447395, \$97,751.00, Storm, Sidewalk, Erosion Control, & ROW Work
- Meyer Najem Construction, LLC, Westfield Washington Schools Operations Building, Bond #K42037424, \$27,688.93, Erosion Control & Streets/Curbs
- The Village at Chatham Hills, LLC, 19298 & 19399 Chad Hittle Drive, Bond #S343753, \$306,300.50, ROW Improvements
- The Village at Chatham Hills, LLC, 19298 & 19399 Chad Hittle Drive, Bond #S343755, \$644,018.59, Storm Sewer
- The Village at Chatham Hills, LLC, 19298 & 19399 Chad Hittle Drive, Bond #S343754, \$215,370.30, Erosion Control

Performance Bond Release

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

- Lennar Homes of Indiana, LLC, Westgate, Section 3, Bond #30154598, \$1,253,924.00, Storm Sewer & Subsurface Drain
- Lennar Homes of Indiana, LLC, Westgate, Section 3, Bond #30154600, \$138,233.00, Common Area Sidewalks
- Lennar Homes of Indiana, LLC, Westgate, Section 3, Bond #30154599, \$43,683.00, Asphalt Trail
- Lennar Homes of Indiana, LLC, Westgate, Section 3, Bond #30154597, \$144,007.00, Concrete Curb
- Mac's Convenience Stores, LLC, Circle K Store #2281, Bond #9229520, \$180,570.00, Streets/Curbs, Storm Sewer, Sidewalk, & Erosion Control
- Becley Building Group, Inc., Bridgewater Corporate Campus, Lot 1, Bond #69C005349, \$12,097.80, Erosion Control
- Becley Building Group, Inc., Bridgewater Corporate Campus, Lot 1, Bond #69C005350, \$132,605.80, Storm Drainage
- William Tres Development, LLC, Gristmill Shoppes, Bond #CIC1905728, \$25,590.00, Erosion Control
- William Tres Development, LLC, Gristmill Shoppes, Bond #CIC1905729, \$7,550.00, ROW
- Lennar Homes of Indiana, Inc., Coventry Amenity Center, Bond #30115874, \$15,832.00, Erosion Control
- Northpoint Two JV, LLC, North Point Building 2, Bond #EACX4024674, \$368,186.26, Public ROW & 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:

- Lennar Homes of Indiana, LLC, Westgate, Section 3, Bond #30154598M, \$113,994.00, Storm & SSD
- Lennar Homes of Indiana, LLC, Westgate, Section 3, Bond #30154600M, \$12,567.00, Common Walks
- Lennar Homes of Indiana, LLC, Westgate, Section 3, Bond #30154599M, \$3,972.00, Asphalt Trail
- Lennar Homes of Indiana, LLC, Westgate, Section 3, Bond #30154597M, \$13,916.00, Concrete Curb
- William Tres Development, LLC, Gristmill Shoppes, Bond #CIC1952363, \$2,326.02, Erosion Control
- William Tres Development, LLC, Gristmill Shoppes, Bond #CIC1952364, \$686.00, ROW

- Weihe Construction, Inc., Somerset West, Section 2, Bond #7673628, \$10,925.00, Concrete Curbs & Common Area Walks
- Weihe Construction, Inc., Somerset West, Section 2, Bond #7673627, \$90,529.00, Stormwater: Storm & Subsurface Drains
- E&B Paving, LLC, Somerset West, Section 2, Bond #30242129, \$49,428.70, Asphalt Paving: Interior Local (Subgrade Treatment, Stone Base, Asphalt Base, Asphalt Intermediate, Asphalt Surface)
- E&B Paving, LLC, Somerset West, Section 2, Bond #30242130, \$2,934.80, Asphalt Paving: 8' R/W Asphalt Path (Subgrade Treatment, Stone Base, & HMA)
- Becley Building Group, Bridgewater Corporate Campus, Lot 1, Bond #999411952, \$12,056.00, Storm Drainage
- Northpoint Two JV, LLC, North Point Building 2, Bond #EACX4051047, \$33,471.48, Public ROW & 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:

- Sitecrete, LLC, Lakes at Shady Nook, Section 3, Bond #30131895, \$3,556.32, Curbs
- Delello & Sons Asphalt Paving, Inc., Lakes at Shady Nook, Section 3, Bond #7666109, \$18,029.20, Streets
- Delello & Sons Asphalt Paving, Inc., Lakes at Shady Nook, Section 3, Bond #7666110, \$2,405.00, Trail
- Langston Development Company, Inc., Lakes at Shady Nook, Section 3, Bond #LICX1206298, \$22,063.00, Storm Sewer, Curb SSD
- Langston Development Company, Inc., Lakes at Shady Nook, Section 3, Bond #LICX1210783, \$17,629.00, Storm Sewer, Swale SSD, Video & Jetting, Sidewalks & Erosion Control
- Platinum Properties Management Company, LLC, Lancaster, Section 7, Bond #3740010, \$2,346.40, Erosion Control
- Harding Asphalt, LLC d/b/a Harding Group, Lancaster, Section 7, Bond #7901082280, \$4,483.37, Asphalt Paving, 186th Street Arterial Roadway
- E&B Paving, LLC, Lancaster, Section 7, Bond #30142429, \$6,717.40, Asphalt Paving, 186th Street Arterial Roadway
- E&B Paving, LLC, Lancaster, Section 7, Bond & Rider #30116879, \$2,839.20, Asphalt Paving, Entry ROW Path
- E&B Paving, LLC, Lancaster, Section 7, Bond #26478449, \$3,539.00, Asphalt Paving, Local Roads
- E&B Paving, LLC, Lancaster, Section 7, Bond & Rider #30116880, \$16,280.60, Asphalt Paving, Local Roadway (Stone Base, & Binder)
- United Excavating & General Contracting, Inc., Lancaster, Section 7, Bond #54237965, \$21,408.80, Storm Sewers
- Conco Curbs & Paving, LLC, Lancaster, Section 7, Bond #B3264483, \$750.70, Concrete: CA Walks & Ramps
- Conco Curbs & Paving, LLC, Lancaster, Section 7, Bond & Rider #B3264455, \$3,045.30, Concrete Curbs

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:

- NONE

Cash in Lieu

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

- NONE



**City of Westfield Fire Department
Board of Public Works & Safety Report
May 2025 Report**

Contact: Fire Chief

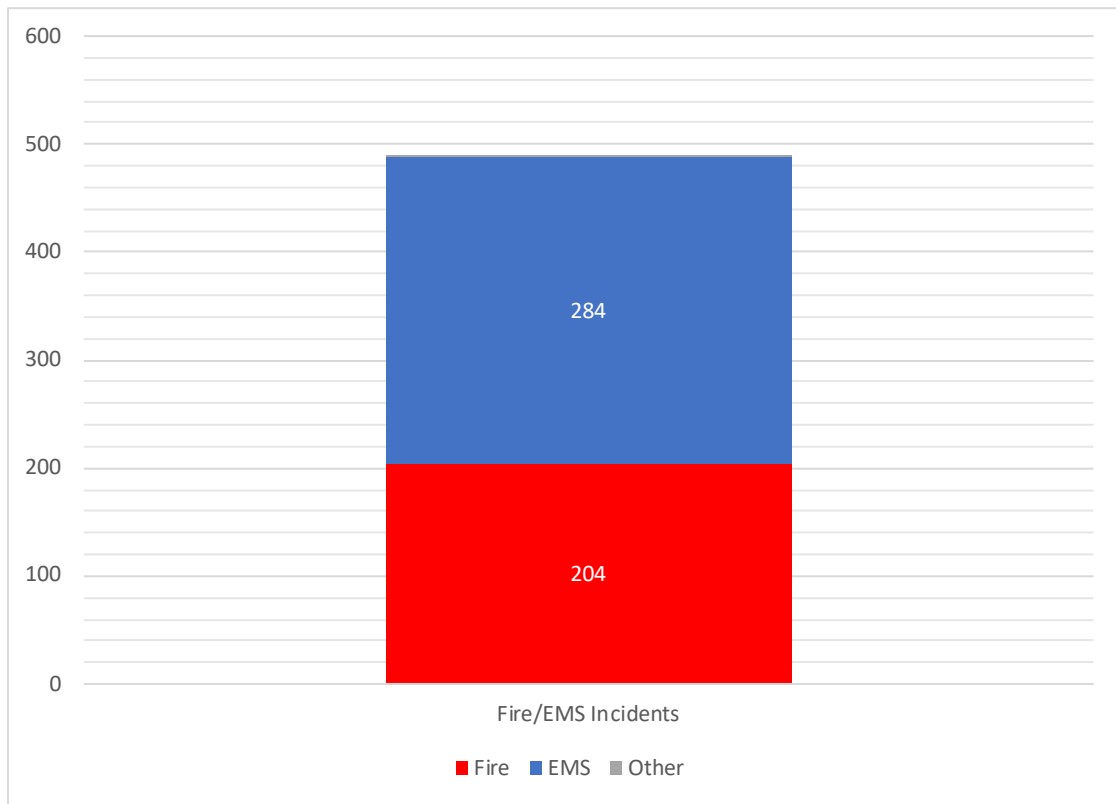
Rob Gaylor

Or Nikki Hartman

804-3304



Westfield Fire May 2025 Incident Statistics

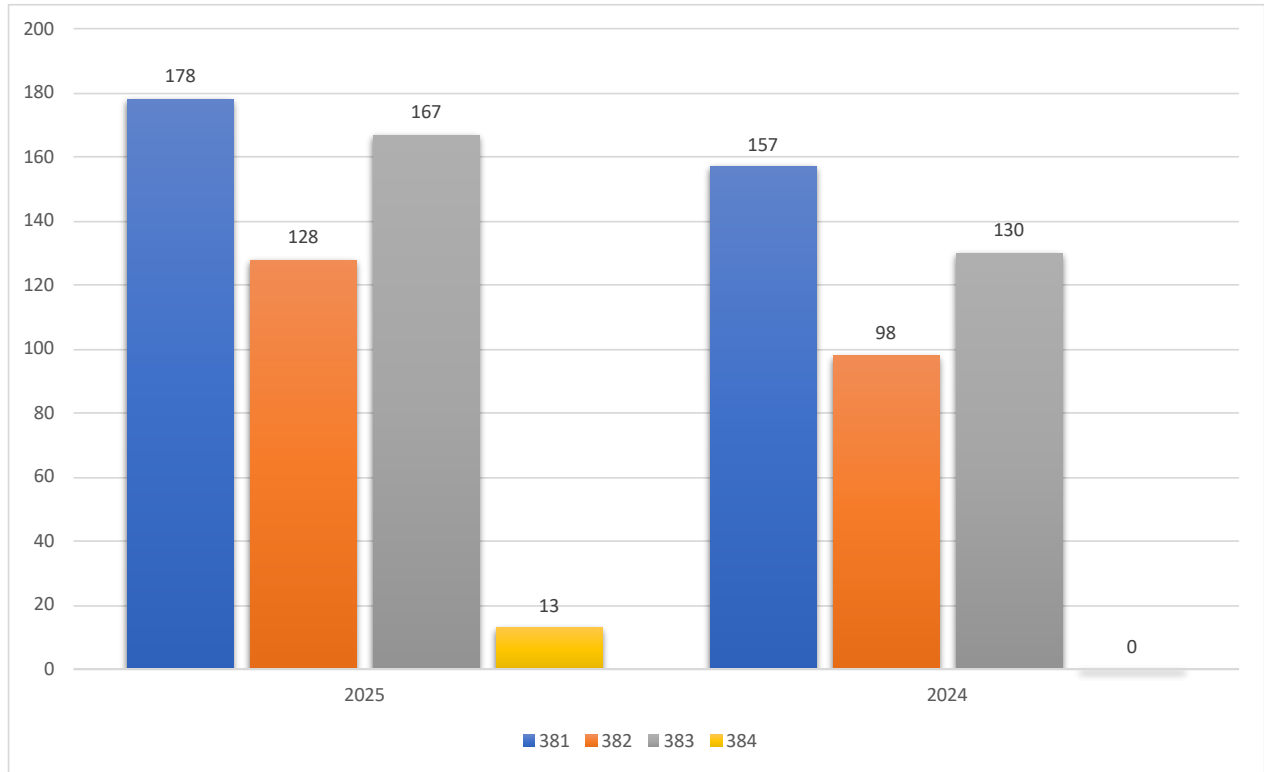


Fire/EMS Incidents		
Incident Type	Incident Counts	Percent of Total
EMS	284	58%
Fire	204	42%
Other	3	1%
Total:	491	

Average 16.37 responses per day. Average turnout time 1:07. And a total of 1114 apparatus response.



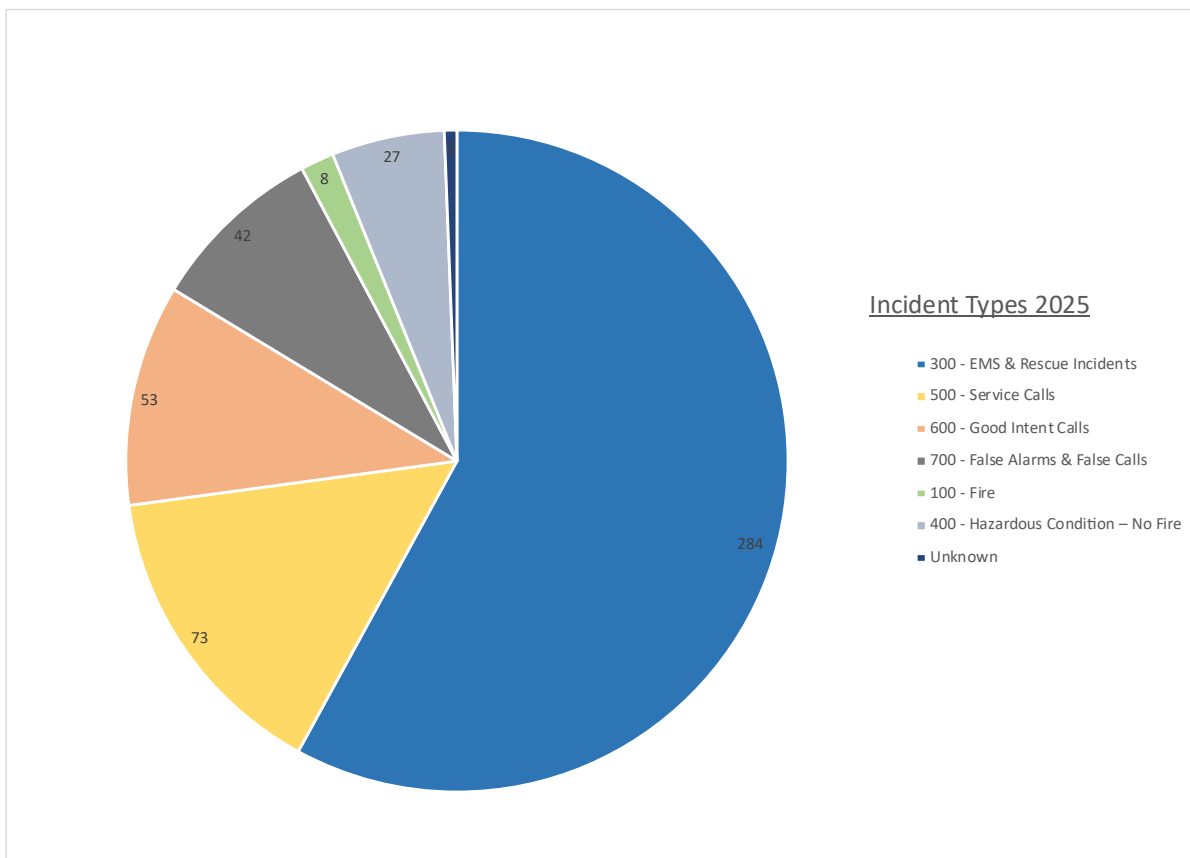
Westfield Fire May 2025 Incident Statistics



District Comparison - Month				
District	2025	2024	Difference	%
381	178	157	21	12%
382	128	98	30	23%
383	167	130	37	22%
384	13	0	13	100%
Unknown	2	0	2	100%
Total:	488	385	103	21.11%



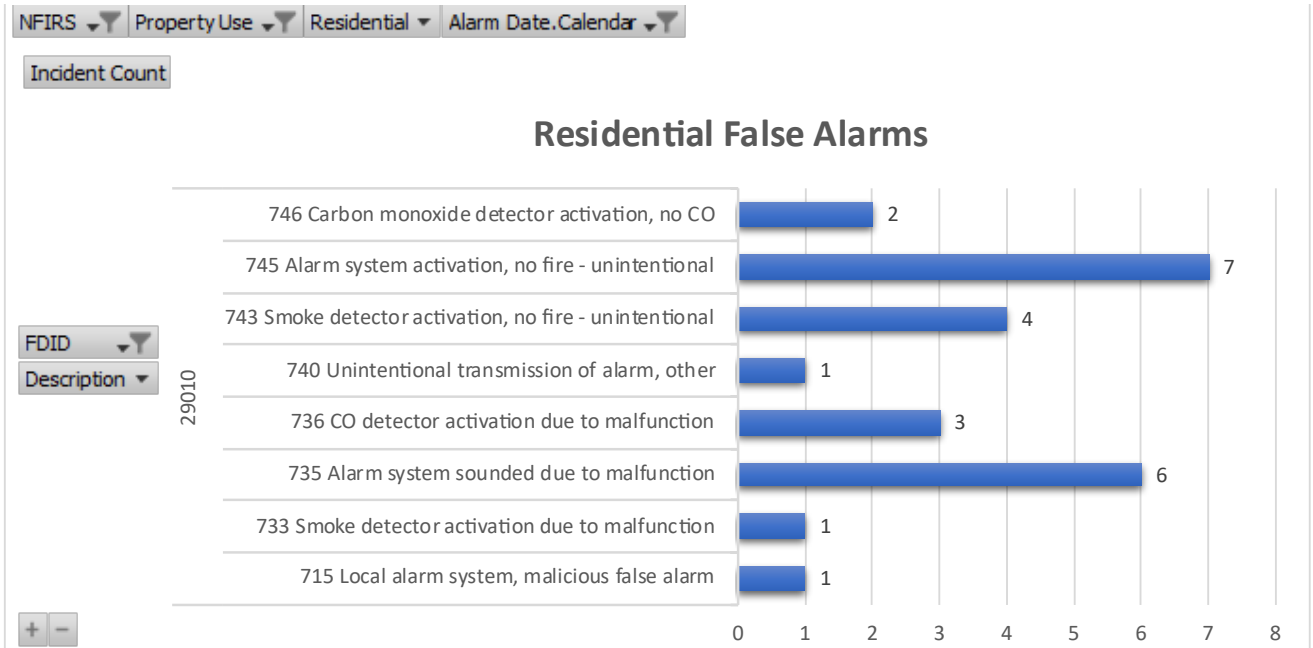
Westfield Fire May 2025 Incident Statistics



Incident Type	Count	Percent of calls
300 - EMS & Rescue Incidents	284	58%
500 - Service Calls	73	15%
600 - Good Intent Calls	53	11%
700 - False Alarms & False Calls	42	9%
100 - Fire	8	2%
400 - Hazardous Condition – No Fire	27	6%
Unknown	3	1%



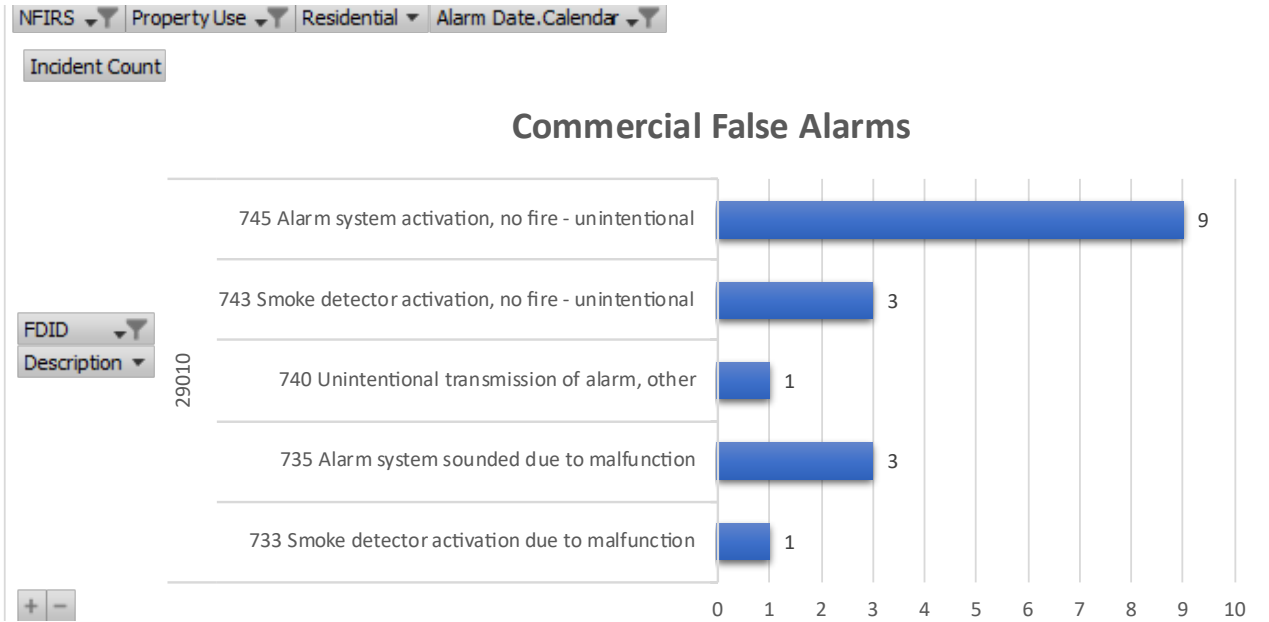
Westfield Fire May 2025 Incident Statistics



25 Residential Alarms



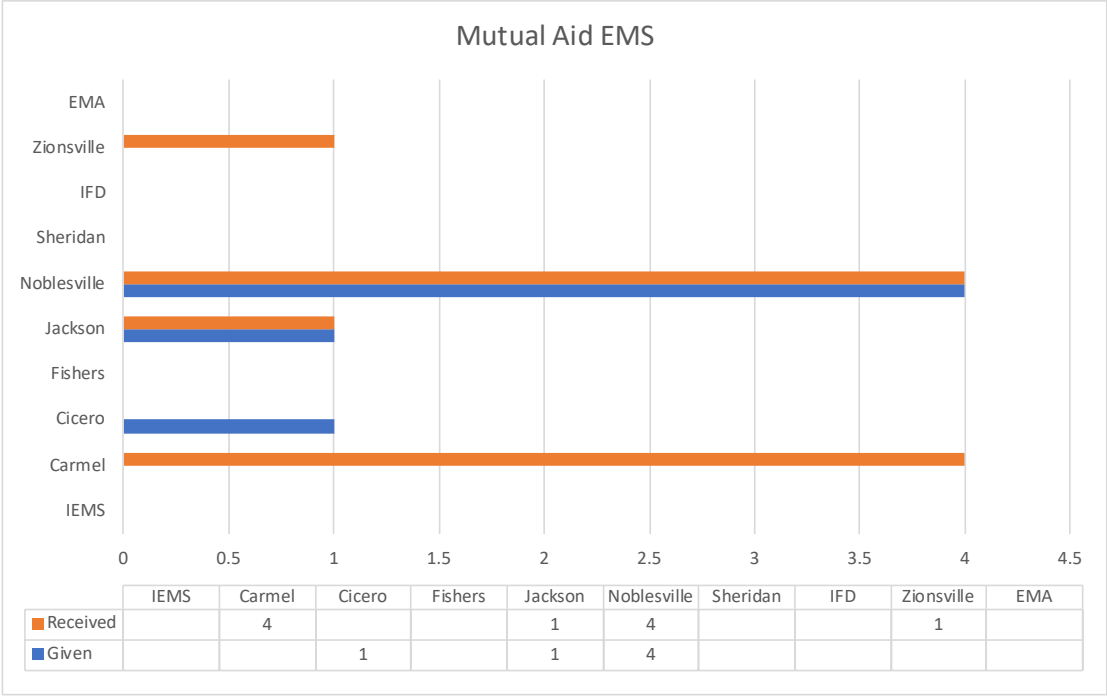
Westfield Fire May 2025 Incident Statistics



17 Commercial False Alarms

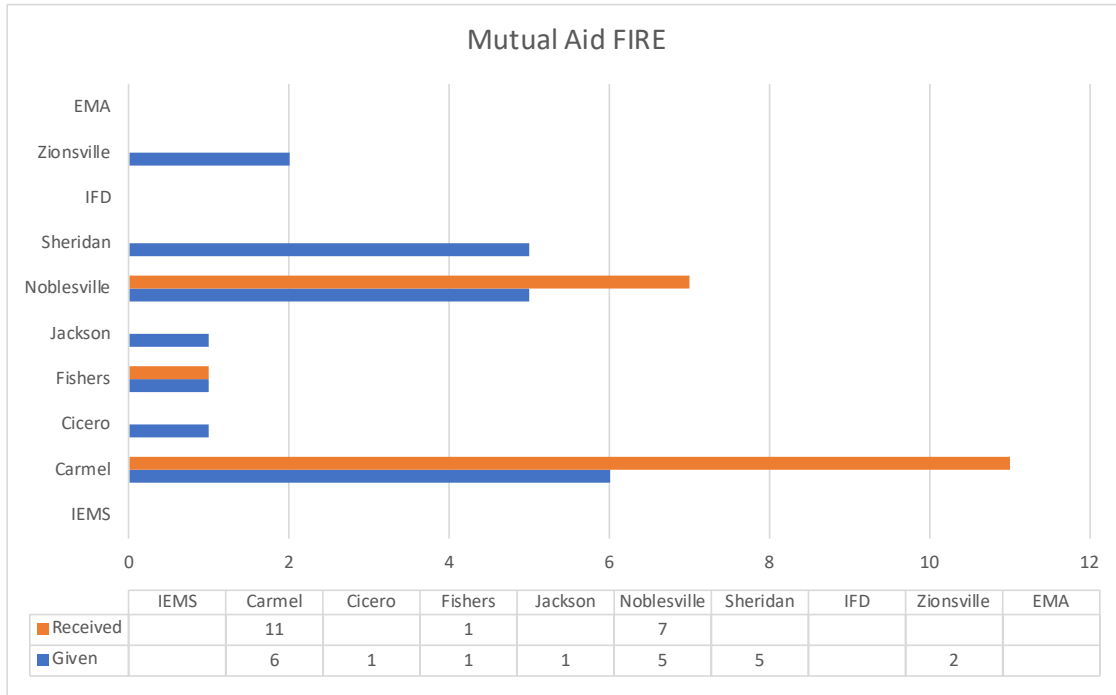


Westfield Fire May 2025 Incident Statistics



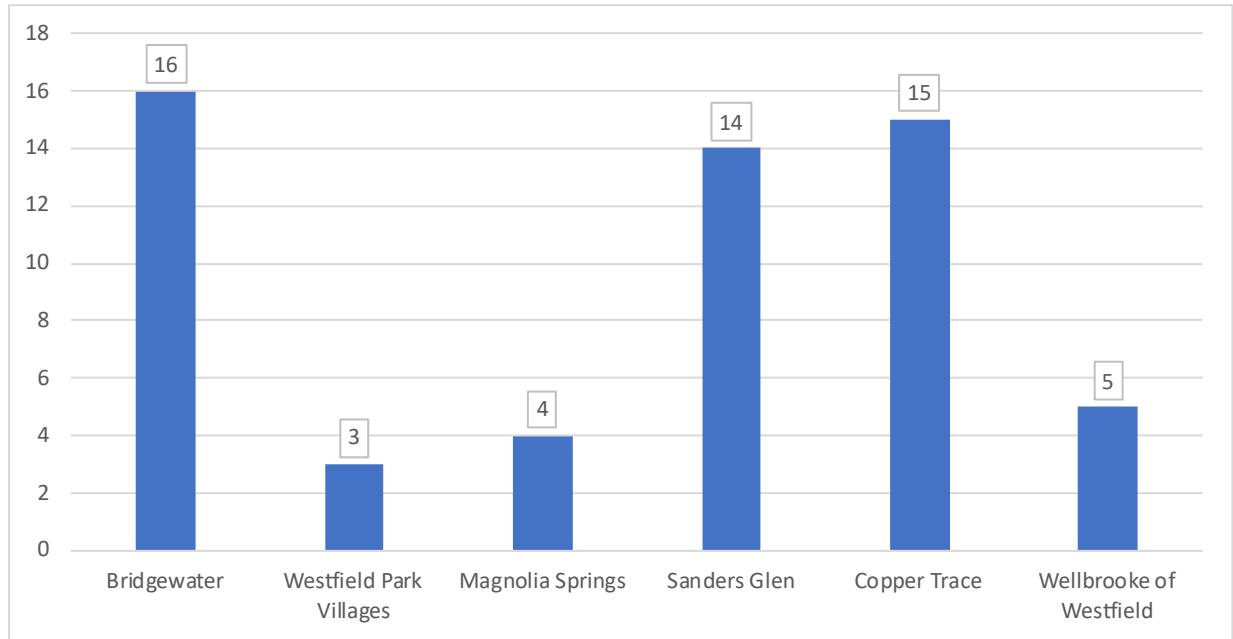


Westfield Fire May 2025 Incident Statistics

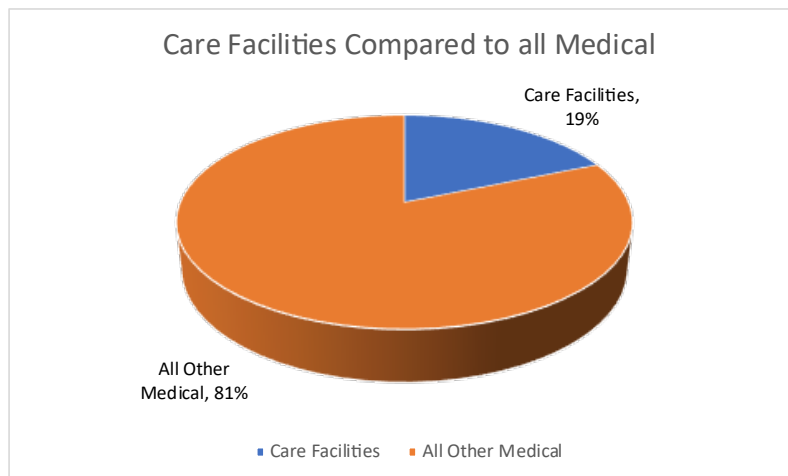




Westfield Fire May 2025 Incident Statistics



Care Facilities	Incident Totals
Bridgewater	16
Westfield Park Villages	3
Magnolia Springs	4
Sanders Glen	14
Copper Trace	15
Wellbrooke of Westfield	5
	57





Board of Public Works & Safety

May 2025

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WESTFIELD POLICE DEPARTMENT

May 2025

Events by Nature

Incident Type	Count
911 Hang Up	25
Abandoned Vehicle	13
Abandonment	0
Abuse / Neglect	5
Accident - Hit & Run PD	15
Accident - Hit & Run PI	2
Accident - Other	1
Accident - Property Damage	105
Accident - Personal Injury	14
Accident - Sinking Vehicle	0
Accident - Unknown	9
Accelerator Stuck	0
Active Assailant	0
Alarm - Other	4
Alarm - Vehicle	2
Alarm - Burglar	109
Alarm - Hold Up	15
Animal Bite / Attack	4
Animal Complaint	62
Assist Fire	61
Assist Other Department	24
Assist Public	71
Battery	3
Bike Patrol	8
Bomb Device Found	0
Bomb Threat	0
Burglary	1
Carjacking	0
Case Follow Up	139
Child Seat Inspection	8
Civil Dispute	38
Criminal Mischief	20
Damage to Property	0
Death Investigation	1
Directed Patrol	264
Disturbance	31
Domestic	0
Driving Complaint	310
Drug Complaint	12
Drug Lab	0
Escort	0
Fail to Return Comm Corrections	0
Fight	1
Firearms Shots Fired	1
Foot Patrols	225
Found / Lost Property	13
Found Person	2

WESTFIELD POLICE DEPARTMENT

May 2025

Events by Nature

Incident Type	Count
Fraud Prescription	0
Fraud / Deception	37
Harassment	24
Intoxicated Person	7
Investigation	26
Investigative Stop	1
Juvenile Complaint	10
K9 Detail	0
Kidnapping	0
Lock Out	43
Loud Party	2
Mental Emotional - Violent	4
Mental Emotial/Suicide Attempt	1
Mental Person	14
Miscellaneous	14
Missing Person	9
Missing Person - PLS	0
New Call	1
Nuisance	17
Ordinance Misc.	20
Parking Complaint	56
Physical Disturbance	16
Product Contamination	0
Reckless Activity	1
Road Rage	11
Robbery	0
Runaway	4
School Patrol	212
Security Check	402
Sex Offense	2
Shooting	0
Solicitor	7
Special Detail	4
Stabbing	0
Suicide	0
Suspicious Activity	150
Suspicious Package	0
Suspicious Person	0
Test	0
Theft	29
Theft - From a Vehicle	5
Theft - of a Vehicle	2
Theft Shoplifter	0
Threat to Life	11
Threatening Suicide	3
Tow Release	0

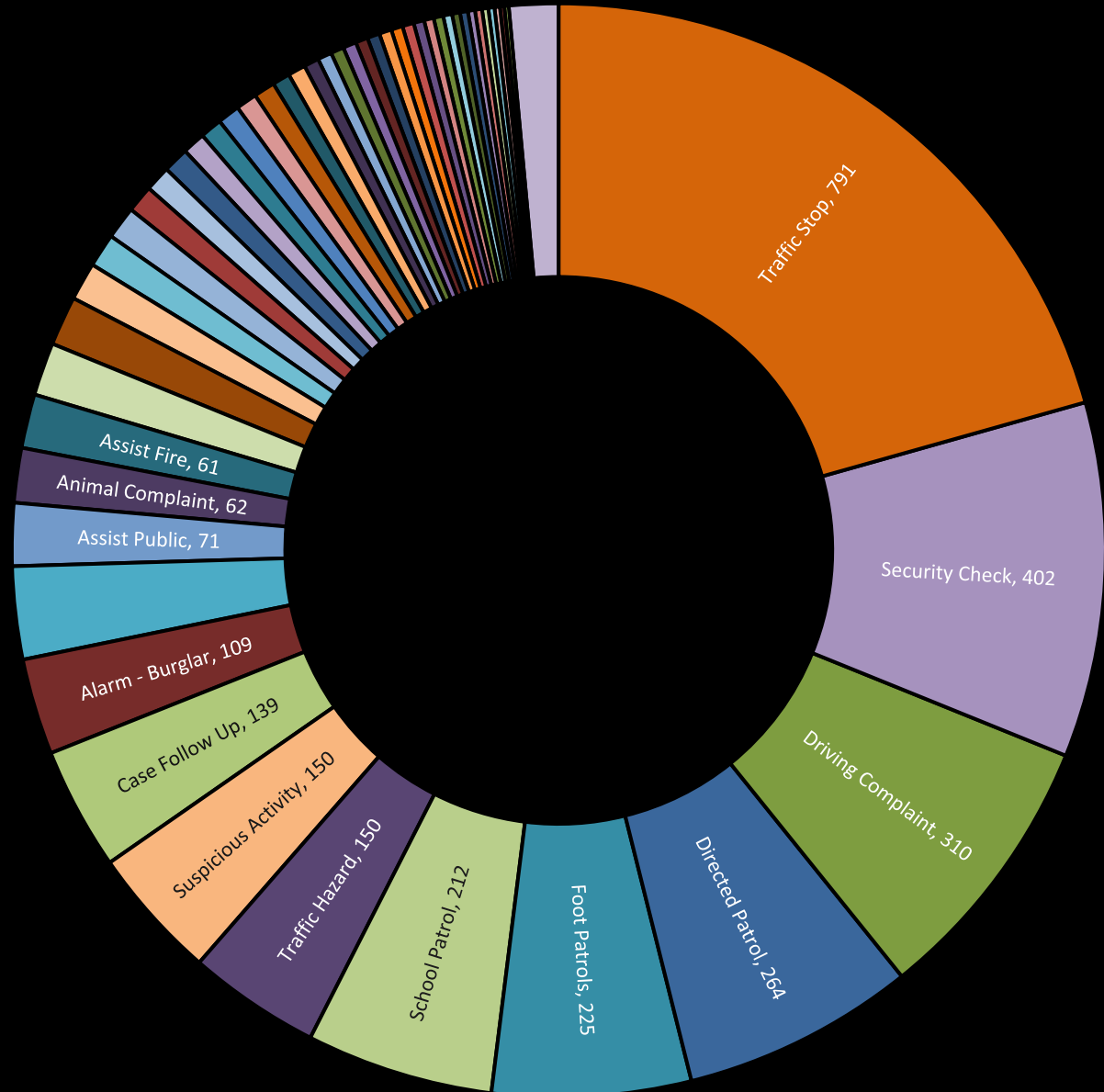
WESTFIELD POLICE DEPARTMENT

May 2025

Events by Nature

Incident Type	Count
Traffic Hazard	150
Transport	0
Trespassing	25
Traffic Stop	791
Unknown Call for Police	2
VIN Check	29
Wanted	3
Warrant Service	6
Weapons Complaint	4
Welfare Check	60
Total	3833

Monthly Events by Incident Type May 2025

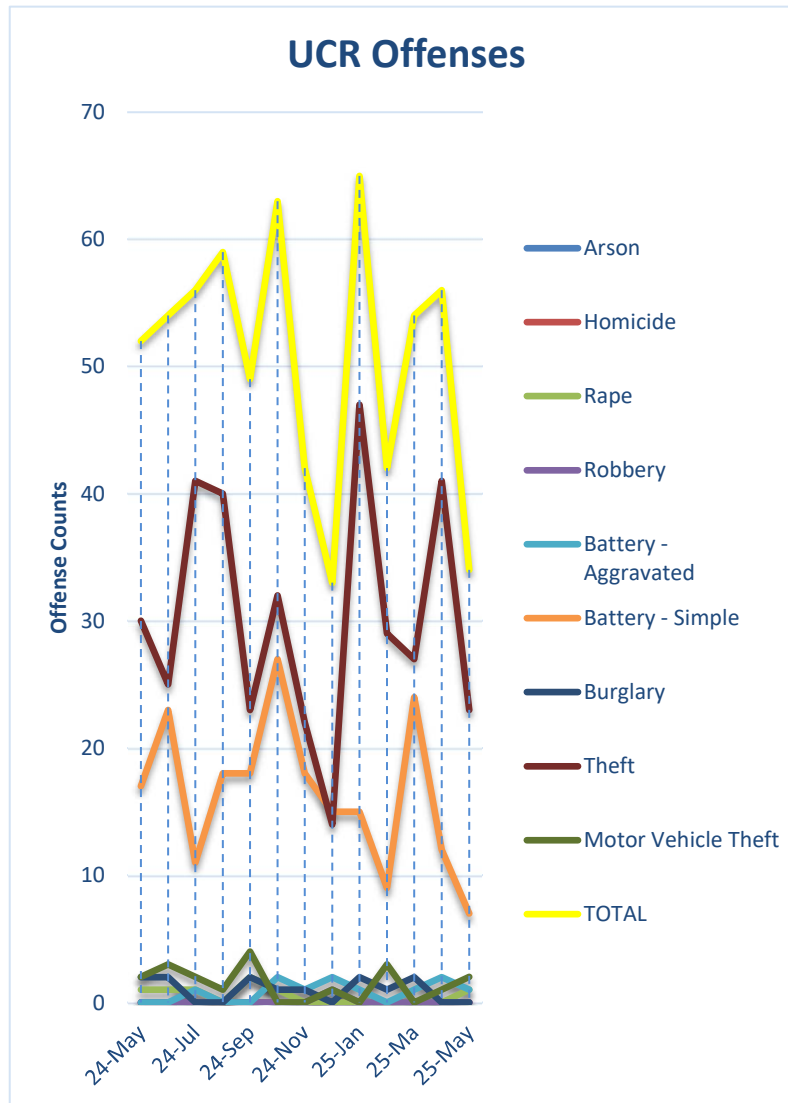


WESTFIELD POLICE DEPARTMENT

May 2025

UCR OFFENSES

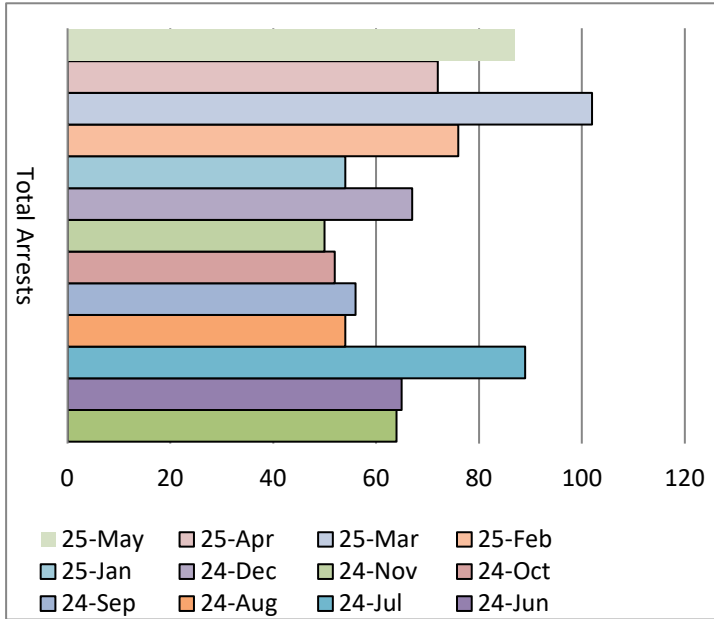
OFFENSE	24-May	24-Jun	24-Jul	24-Aug	24-Sep	24-Oct	24-Nov	24-Dec	25-Jan	25-Feb	25-Mar	25-Apr	25-May
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	1	1	1	0	2	1	0	0	0	0	0	0	1
Robbery	0	0	0	0	0	0	0	1	0	0	0	0	0
Battery - Aggravated	0	0	1	0	0	2	1	2	1	0	1	2	1
Battery - Simple	17	23	11	18	18	27	18	15	15	9	24	12	7
Burglary	2	2	0	0	2	1	1	0	2	1	2	0	0
Theft	30	25	41	40	23	32	22	14	47	29	27	41	23
Motor Vehicle Theft	2	3	2	1	4	0	0	1	0	3	0	1	2
TOTAL	52	54	56	59	49	63	42	33	65	42	54	56	34



WESTFIELD POLICE DEPARTMENT

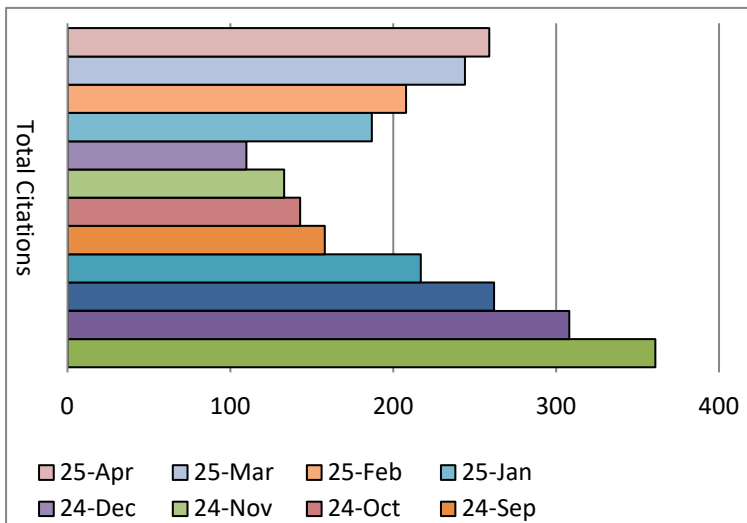
May 2025

Arrest Reports Taken	24-May	24-Jun	24-Jul	24-Aug	24-Sep	24-Oct	24-Nov	24-Dec	25-Jan	25-Feb	25-Mar	25-Apr	25-May
Alcohol/ Drug Related	23	20	21	16	15	13	13	21	8	17	17	19	22
Felony Charges	37	17	48	23	31	30	39	29	37	21	30	26	39
Misdemeanor Charges	58	70	110	66	54	64	60	70	70	89	96	74	104
Total Arrests	64	65	89	54	56	52	50	67	54	76	102	72	87



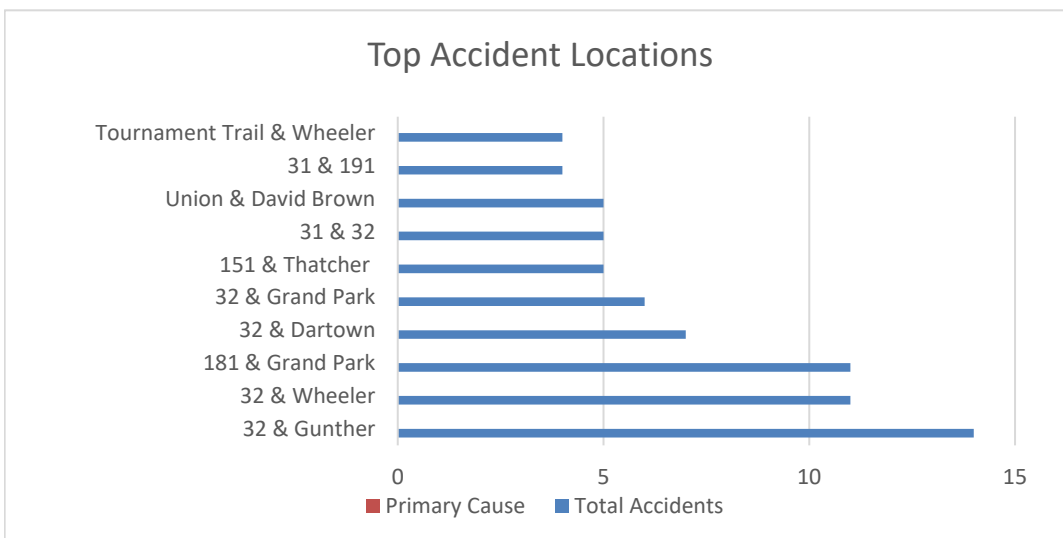
Traffic	24-May	24-Jun	24-Jul	24-Aug	24-Sep	24-Oct	24-Nov	24-Dec	25-Jan	25-Feb	25-Mar	25-Apr	25-May
Total Citations	361	308	262	217	158	143	133	110	187	208	244	259	305
Total Written Warning	532	561	637	532	494	472	588	305	509	617	636	667	602
Total Traffic Accidents	67	69	63	56	71	70	74	93	79	62	72	81	77
Property Damage	57	60	49	50	61	64	65	83	72	55	61	67	63
Personal Injury	10	9	14	7	10	6	9	10	7	7	11	13	14
Fatality	0	0	0	0	0	0	0	0	0	0	0	1	0
Hit and Run*	4	10	15	4	6	11	6	9	9	7	5	13	10

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



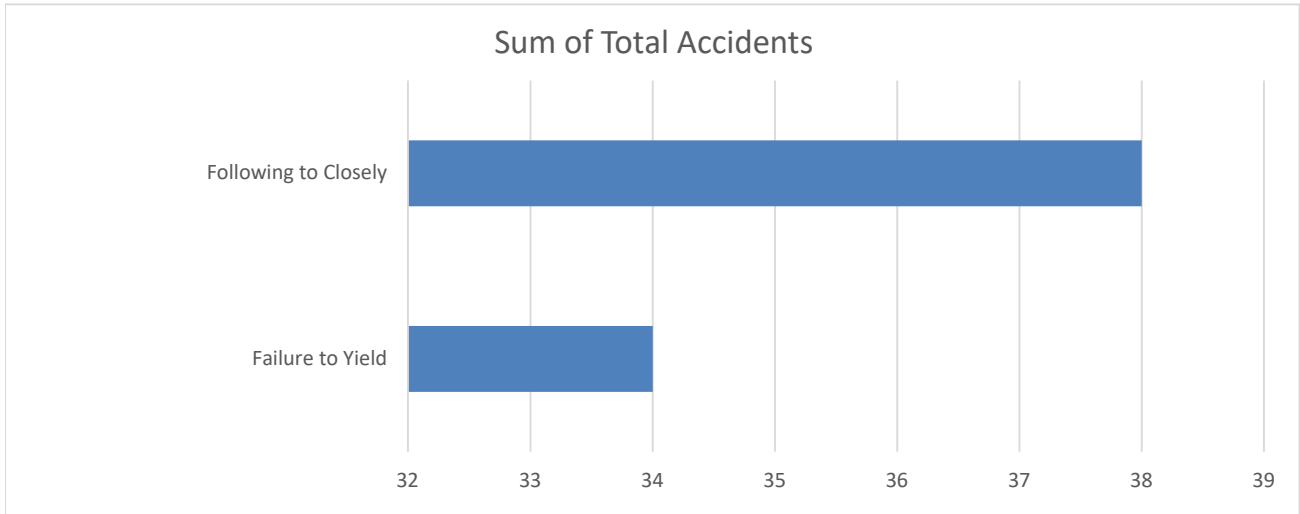
Top Accident Locations

Accident Location	Total Accidents	Primary Cause
32 & Gunther	14	Following too Closely
32 & Wheeler	11	Following too Closely
181 & Grand Park	11	Failure to Yield
32 & Dartown	7	Failure to Yield
32 & Grand Park	6	Failure to Yield
151 & Thatcher	5	Failure to Yield
31 & 32	5	Following too Closely
Union & David Brown	5	Failure to Yield
31 & 191	4	Following too Closely
Tournament Trail & Wheeler	4	Following too Closely



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

Primary Cause	Sum of Total Accidents
Failure to Yield	34
Following to Closely	38



Community Events

5/7/25 Law Enforcement Memorial Service

5/9/25 Donuts and Ride to School

5/15/25 Coffee with a Cop

5/15/25 Peace Officers Memorial Day

5/16/25 Cop on a Rooftop

5/31/25 Pack the Cruiser

