



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda

BOARD OR COMMISSION: Board of Public Works Meeting

MEETING DATE: Wednesday, August 27, 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

Nick Barbknecht, President | Mayor Appointed | 1-year term | 1/1/25-12/31/25

Chuck Lehman, Vice President | Mayor Appointed | 1-year term | 1/1/25-12/31/25

Mayor Scott Willis, Board Member | Mayor | 4-year term | 1/1/24-12/31/27

OPENING OF REGULAR MEETING

Note the presence of a quorum

APPROVAL OF MINUTES

Action Item #1:

- Approval of Minutes – July 23, 2025

CONTRACTS/AGREEMENTS

Action Item #2:

- WSP & City of Westfield – On-Call Contract – Union Street Drainage Project

Action Item #3:

- Contract Award Recommendation- Residential Solid Waste, Yard Waste, Recycling Collection and Disposal

Action Item #4:

- BW Construction & City of Westfield – WFD Station 85 Project – DRAFT Build-Operate-Transfer Agreement

Action Item #5:

- Downtown Westfield Community Development Corporation & City of Westfield - (general administrative, managerial, and related services)

Action Item #6:

- AJW Enterprises LLC & City of Westfield – Central Indiana Insulation – Right-of-Way Dedication

Action Item #7:

- DW Farms, Inc. & City of Westfield – Partial Termination of Easement

Action Item #8:

- Midwest Paving & City of Westfield – Goods & Services Contract - Pedestrian Path Extension on Grassy Branch Road

Action Item #9:

- VS Engineering, Inc. & City of Westfield – Agreement for Engineering Services – Design Contract - RAB at the intersection of Grand Park Blvd. & John Dippel Blvd.

Action Item #10:

- Signing Authority - Fire Station 81 – Parking Lot Expansion

Action Item #11:

- Signing Authority – Construction of Trail – 161st Street Between Carey Road Oak Road

REQUEST FOR PROPOSALS

Action Item #12:

- Issuance of Request for Proposals for Towing & Wrecker Services – Westfield Police Department

RESOLUTIONS

Action Item #13:

- Resolution #25-148 - A Resolution of the City of Westfield Board of Public Works & Safety Declaring Certain Personal Property to be Surplus & Authorizing Transfer Pursuant to Westfield Police Department General Order 26.1.2

Action Item #14:

- Resolution #25-150 - A Resolution of the City of Westfield Board of Public Works & Safety Declaring Certain Personal Property to be Surplus & Authorizing Transfer Pursuant to Westfield Police Department General Order 26.1.2

VOTE

Action Item #15:

- Proposed Purdue Pharma Bankruptcy Plan

CONSENT AGENDA

- WPD Vehicle Disposals

- August Bond Information

DEPARTMENT REPORTS

Fire

Police

Public Works

ADJOURNMENT



OPENING OF REGULAR MEETING

Nick Barbknecht called the meeting to order at 1:00 PM

Note the presence of a quorum

Nick Barbknecht, Chuck Lehman, and Mayor Willis were present to form a quorum. City Attorney, Kaitlin Glazier was present, and Records Manager, Kim Strang, attended virtually.

APPROVAL OF MINUTES

Action Item #1: Approval of Minutes – June 25, 2025

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

* Nick Barbknecht announced several items would be tabled and Action # 11 will become the approval of Agreed Findings & Judgment (Ealy's). Action #12 will be Resolution 25-142: Declaring Certain Personal Property to be a Surplus.

CONTRACTS/AGREEMENTS

Action Item #2: Duke Energy Indiana, LLC & City of Westfield – Utility Reimbursement Agreement – Union Street

John Nail presented the agreement between Duke Energy and the City for the relocation of utility facilities along Union Street. The city desires to have the utilities located underground. The city has agreed to pay Duke for the difference between the actual costs of relocating the facilities underground compared to the actual cost of relocating them overhead. The estimated cost is \$509,593.94, but with forthcoming design changes that amount may be reduced.

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

Action Item #3: Duke Energy Indiana, LLC & City of Westfield – Utility Reimbursement Agreement – SR 32

John Nail presented the reimbursement agreement, which is similar to the previous agreement that was approved. This agreement pertains to the SR 32 reconstruction project. Most of the existing overhead electric utilities on the south side of 32 will be buried underground. The amount of this agreement is higher due to the involvement of a longer area and the equipment that is required. This agreement is for \$1,026,332.91. This covers the area east of Poplar, and Shamrock Blvd. roundabout, over to East Street.

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

Action Item #4: Indianapolis Hebrew Congregation, Inc. & City of Westfield – Dedication of Public Right of Way

John Nail presented the dedication of the public right-of-way relating to the Monon Tunnel project. The Hebrew Cemetery is located at the NE corner of 161st Street. In 2016/2017, the property owner was planning to develop the overall property, leaving the cemetery where it was, with the remaining piece to become a mixed-use development. The city thought development was imminent, and as part of the development there would be a dedication of a right-of-way segment along 161st Street. With the right-of-way forthcoming, the city asked permission to build the trail along 161st Street. The development, for whatever reason, did not take place, and the dedication of the right-of-way was never made. With the start of the Monon Tunnel project, Duke was doing some overhead relocation work, and it was brought to the city's attention that the

right-of-way did not exist. The city contacted Hebrew Congregation Inc, and it was agreed to dedicate the right-of-way at no cost to the city, which will allow Duke to proceed with their work and keep the tunnel project moving forward. This action item is for formal acceptance of the dedication.

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

Action Item #5: Contract Award Recommendation- Residential Solid Waste, Yard Waste, Recycling Collection and Disposal

This item was tabled to a future meeting.

Action Item #6: City of Westfield & Downtown Westfield Community Development Corporation - Agreement - City's Performance of General Property Maintenance & Related Services on & for Real Properties Owned by the DWCDC

Jenell Fairman presented an agreement between the city and the Downtown Westfield Community Development Corporation for the city to perform maintenance and upkeep services on behalf of the DWCDC for properties they have acquired. This would include snow removal, mowing, and general upkeep. The city will perform the work and bill the DWCDC.

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

Action Item #7: Chatham Hills, LLP & City of Westfield - Dedication of Public Right of Way

Michael Pearce presented the dedication of a public right-of-way associated with the Zaxby's project on 191st and Westmoreland Dr. This item is for acceptance of the right-of-way.

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

Action Item #8: CCD Ackerson & City of Westfield – Road Impact Fee Agreement Amendment

John Nail presented the RIF agreement related to the roundabout starting construction at 171st and Ditch Rd. To the west is the Midland, known as the Ackerson Farms Development. Currently, 171st Street T's into Ditch Rd. The Midland development is extending 171st Street west through the neighborhood. The city had contemplated a roundabout being placed at this intersection and, with the extension being done, it is a good opportunity to construct the roundabout, and we are requiring it as it is part of the city's thoroughfare plan. In 2023, the city entered into a road impact fee (RIF) agreement with Estridge. Since that time, we have made a few design changes which have changed the overall cost of the project. The item today is for an amendment to the original agreement with the new credit amount totaling \$1,948,873.38.

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

Action Item #9: CivicPlus, LLC & City of Westfield – Master Service Agreement & Statement of Work Addendum

Danielle Carey-Tolan presented the agreement that combines all the Civic Plus contracts into one agreement. This combines the services for our website design, hosting of our agenda and meeting minutes portal, our new 311 services platforms, our ADA website compliance and Parks and Recreation scheduling services. Community Development is getting ready to roll out a new platform to handle permitting and applications through Civic Plus.

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

Action Item #10: BW Construction & City of Westfield – WFD Station 85 Project – DRAFT Build-Operate-Transfer Agreement

This item was tabled to a future meeting.

Action Item #11: Agreed Findings and Judgement-Danny & Theresa Ealy-Mule Barn Road

John Nail presented stating this item involves the Mule Barn and 32 improvement project. Mule Barn is a north-south road that T's onto SR 32. This project adds turn lanes as well as widens Mule Barn Rd. The two parcels on the northwest corner of the intersection were impacted, and we needed to acquire a right-of-way. We could not come to an agreement with the parcel owners (the Ealy's) on initial offers. We utilized eminent domain. The court appointed 3 appraisers and both parties feel we

have reached and agreed upon a price for the acquisition. This is the formal court document which states that when the city makes a payment in the amount of \$94,700, we will have access to those parcels and the right-of way.

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

RESOLUTIONS

Action Item #12: A Resolution of the City of Westfield Board of Public Works & Safety Declaring Certain Personal Property to be Surplus & Authorizing Transfer Pursuant to Westfield Police Department General Order 26.1.2

Chief Keen presented the Resolution declaring Lieutenant Brodie Huston's primary duty weapon and backup weapon surplus and that they be transferred to him for his retirement after 32 years of service with the city and 40 years total in law enforcement.

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

CONSENT AGENDA

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

July Bond Information

DEPARTMENT REPORTS

Fire

Chief Gaylor gave the Fire Department update.

Police

Chief Keen gave the Police Department update.

Public Works

John Nail gave the Public Works update.

ADJOURNMENT

Meeting Adjourned at: 1:40 PM

Deputy Clerk

President or Vice President

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>



PROJECT: Union Street City of Westfield

DESCRIPTION	Services Provided By	Unit Cost/ Parcel	# of Parcels	TOTAL DOLLARS
Right of Way Engineering - Existing Property Line Layout - Parcel Plats - Legal Descriptions - Right of Way Plans - Area Computations - Transfer Documents				
Right of Way Acquisition Management	WSP	\$1,405	9	\$12,645.00
Title Work - Permanent Reports (Per Tax ID #) - Temporary Reports				
Appraisal Problem Analysis				
Appraisal - Long Form - Long Form Additional Land Type - Value Finding	Hazeltine & Associates Inc.	\$5,100 \$5,850 \$2,200	3 1 5	\$15,300.00 \$5,850.00 \$11,000.00
Appraisal 2nd - Long Form - Long Form Res. Additional Land Type - Value Finding	Terzo & Bologna Inc.	\$1,850 \$2,445 \$1,110	3 1 5	\$5,550.00 \$2,445.00 \$5,550.00
Buying - Permanent Taking - Temporary Taking	CLP	\$2,320	9	\$20,880.00 \$0.00
Document Recording		\$100	9	\$900.00
			TOTAL:	\$80,120.00

Estimated Property Owner Compensation:

Note: Appraisal and Appraisal Review fees are estimated from the information available at this time. Actual fees will be billed.
Note: For Title Work, parcels with multiple tax parcel numbers were counted as multiple reports as the title researcher charges per title search. This amount could be less once the title research is actually performed. Actual fees will be billed.

BUILD-OPERATE-TRANSFER AGREEMENT
Westfield Fire Department Station #85 Project

This Build-Operate-Transfer Agreement (Westfield Fire Department Station #85 Project) (this “Agreement”) is executed this 27th day of August, 2025, among BW Construction, LLC (the “Developer”) and the City of Westfield, Indiana (the “City”), pursuant to Indiana Code 5-23 (the “Act”), on the following terms and conditions:

RECITALS:

WHEREAS, on or about November 18, 2024, the City issued a Request for Proposals and Qualifications To Design, Build, Operate and Maintain the Westfield Fire Department Station #85 Facility (the “Project,” as further defined below) Through a Public-Private Partnership Agreement for the City (the “RFPQ”);

WHEREAS, the Developer submitted a proposal and statement of qualifications pursuant to the Act (the “Proposal”), and the City has reviewed, negotiated, and recommended said proposal at a duly noticed public hearing on February 26, 2025, all in accordance with the Act;

WHEREAS, the Proposal provides for the design, construction, operation, and transfer of the Project, all of which is more fully described in the Proposal;

WHEREAS, the City finds that it is in the best interest of the City to enter into this Agreement for the design, construction, operation and transfer of the Project;

WHEREAS, the City has negotiated the best and final offer for the Project with the Developer;

WHEREAS, pursuant to Ind. Code §5-23-5-9 and 5-14-1.5, the City provided public notice and held a hearing at which the City accepted the Developer’s proposal for the Project; and

WHEREAS, the City intends to issue municipal bonds (the “Bonds,” as further defined herein), the proceeds of which the City will use to pay for the costs of the Project, the costs of issuance and incidental expenses incurred in connection with the issuance of the Bonds;

WHEREAS, the Parties desire to enter into an Agreement to formalize all negotiations and terms of the Proposal to this point and to formally accept the Proposal as required by the Act.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Definitions.

Act shall mean Ind. Code 5-23.

Authorized Representative shall mean, with respect to the City, the City Executive or any person designated thereby, and, with respect to the Developer, Dustin Frye or Brad Battin or any other person certified in writing by an officer of the Developer to be such.

Books and Records shall mean all of the books and records pertaining to the acquisition of materials to construct, and the design, construction and operation of, the Project in accordance with this Agreement.

Bonds shall mean the City's municipal bonds, issued to provide for the Project.

Bond Proceeds shall mean proceeds of the Bonds.

BOT Payments shall mean payments made by the City to the Developer from time to time for the purpose of paying the Project Costs pursuant to a Disbursement Request. The City shall not have an obligation to make BOT Payments more frequently than once per calendar month.

BOT Acquisition Property shall mean the completed, inspected, and accepted Project.

BOT Purchase Price shall mean the purchase price for the acquisition of the BOT Acquisition Property, the amount of which shall not exceed the Guaranteed Maximum Price.

Changes may include, without limitation, any of the following events occurring after the establishment of the GMP (as applicable) and provided that such events are not within the Developer's reasonable control and could not have been avoided by the Developer or mitigated through the exercise of reasonable skill and care: (i) a change in applicable law, or (ii) the implementation or proposed implementation of new tariffs or modification of existing tariffs that cannot reasonably be foreseen and increase Developer's cost of materials and equipment. Any such request must include supporting documentation from the supplier or subcontractor that clearly illustrates the tariff impact after the execution of the GMP.

Change Order shall mean a change order executed by the Developer and an Authorized Representative of the City finalizing the inclusion into the Final Plans of a change proposed in a Change Order Request, which change has been approved.

Change Order Request shall mean a written request for a change to the Final Plans made by the City for purposes of changing the scope of the Agreement.

City Executive shall have the meaning set forth in Ind. Code 36-4-5-1, *et seq.*

Claims shall mean claims, judgments, damages, liabilities, injuries, losses, costs, and expenses (including, without limitation, attorneys' fees).

Closing shall mean the execution of this Agreement.

Closing Date shall mean the date of the Closing.

Construction Documents shall mean the final construction documents as approved by the City and set forth in the GMP Addendum.

Construction Schedule shall mean a fully detailed schedule for the design and construction of the Project to be included in the GMP Addendum.

Executive Designer shall mean the prime contract holder with the City supporting the design and engineering of the Project.

Design Team shall consist of all architects, engineers and consultants supporting the design of the Project.

Disbursement Request shall mean a “Disbursement Request” in the form attached as Exhibit F to this Agreement to be executed by the Developer and presented to the City for the purposes of requesting BOT Payments from the City. The Developer shall submit Disbursement Requests no more frequently than once per month, and all Disbursement Requests are subject to the approval process set forth in Section 13 herein.

Documentation Costs shall mean all fees, costs, and expenses incurred by the City or the Developer in connection with drafting and negotiating this Agreement and any other documents contemplated by the foregoing to be executed in connection with the Project.

Event of Default shall have the meaning set forth in Section 16 herein.

Final Plans shall mean final schematic design drawings, final design development documents, final Construction Documents, and the final Construction Schedule, as each is finalized and approved by the City.

Final Inspection shall mean an inspection of the Project by the City’s representative upon substantial completion thereof.

Final Payment Due Date shall mean the due date of the payment that is due after the Substantial Completion Date.

Force Majeure shall mean, with respect to a party: (a) an act or omission of the other party; or (b) any other cause that is not within the reasonable control of such party or such party’s consultants, subcontractors, and suppliers, including, without limitation: (i) historically unusual inclement weather, and (ii) the historically unusual unavailability of materials, equipment, services, or labor.

GMP Addendum shall mean the Addendum to this Agreement, a form of which is attached hereto as Exhibit B.

Guaranteed Maximum Price shall mean the amount set forth in the GMP Addendum.

In-Balance shall mean, from time to time, with respect to the Project Budget, that the undisbursed portion of the Project Budget together with any other source of funds approved in writing by the City is sufficient to pay the unpaid Project Costs when such costs become due and payable, all as determined by the City in its sole reasonable discretion.

Inspection shall mean a Permitted Inspection or the Final Inspection, as applicable.

Latent Defect shall mean a Material Defect that: (a) is not discovered; and (b) reasonably is not discoverable; by the City during a Permitted Inspection or the Final Inspection.

Laws shall mean all applicable: (a) laws, statutes, and ordinances; (b) governmental rules, regulations, codes, and guidelines of or from: (i) governmental agencies, boards, or departments, and (ii) judicial, administrative, or regulatory bodies; (c) judicial orders, consents, and decrees; (d) the City's Unified Development Ordinance; (e) the federal Americans with Disabilities Act and (f) as provided in Ind. Code 5-23-3-4, provisions of Ind. Code 4-13.6, Ind. Code 5-16, and Ind. Code 36-1-12, whichever is applicable.

Material Defect shall mean any item or component of the Project that: (a) contains a defect in workmanship or materials which is not in compliance with Laws, which impairs the value of the Project, or impairs the ability of the City to utilize it for the its intended use; (b) deviates from the Final Plans; or (c) has not been constructed in accordance with the Final Plans or the terms and conditions of this Agreement.

Non-Compliance Notice shall mean a written notice from the City, or its third-party representative, that identifies Material Defects discovered by the City during a Permitted Inspection or the Final Inspection.

Operating Period shall mean the period: (a) commencing on the Substantial Completion Date; and (b) ending on the date that is no more than thirty (30) days after the Substantial Completion Date; provided that the City, at any time, may deliver written notice to the Developer setting forth an earlier date on which the Operating Period shall end.

Outstanding BOT Principal Amount shall mean, on a given date, the amount of the BOT Purchase Price which remains outstanding net of BOT Payments made by such date pursuant to the aggregated amount of the Disbursement Requests previously presented by the Developer to the City.

P&P Bonds shall mean surety bonds provided on behalf of the Developer from a surety which is on the U.S. Department of Treasury certified list: (<https://www.fiscal.treasury.gov/surety-bonds/list-certified-companies.html>), latest revision, for the construction of the Project, with the City named as dual obligees, which shall specifically include: (a) a performance bond in the amount of fifty percent (50%) of the BOT Purchase Price; and (b) payment bond for one hundred percent (100%) of the BOT Purchase Price; both issued in a form as may be approved by the City.

Payment Period shall mean the period: (a) commencing on full execution of this Agreement; and (b) ending on the Final Payment Due Date.

Permitted Change shall mean any change proposed by the Developer and approved by the City in the City's sole discretion to the final Construction Documents, so long as such change: (a) is consistent with the Schematic Design Drawings or the Design Development Documents approved by the City and does not affect the exterior appearance of the Project; (b) does not result in the Final Plans containing structurally flawed elements; (c) does not result in an increase in the Project Budget; (d) does not make it unlikely, impracticable, or impossible for the Developer to complete the Project, or any component thereof, by the applicable date set forth in the approved Construction Schedule; and (e) does not result in an increase in the BOT Purchase Price.

Permitted Inspection shall mean an inspection by the City or its third-party representative of any item or component of the Project when deemed to be necessary or appropriate by the City.

Premises shall have the meaning set forth in the Lease.

Project shall mean construction of a new Westfield Fire Station (#85) and associated infrastructure. In the event of any discrepancy between the foregoing definition and the Final Plans, “Project” shall mean the project reflected in such Final Plans.

Project Budget shall mean the budget for the Project Costs as set forth in the GMP Addendum.

Project Costs shall mean the fees, costs, and expenses to be incurred in connection with the Project, including, without limitation: (a) the Documentation Costs; (b) the costs incurred in connection with determining that all of the conditions set forth in Section 5 have been satisfied or will be waived by the Developer or the City; (c) the costs incurred in connection with the Closing (to the extent that such costs are not included in the Documentation Costs); (d) the cost to develop, design, and construct the Project in accordance with the terms and conditions of this Agreement, including all architect, engineer, developer, and similar professional fees; and (e) a reasonable and customary amount for the Developer’s construction contingency to be established in the GMP Addendum.

Project Site shall mean that certain real estate located in Westfield, Indiana, that is delineated on Exhibit A-1 as the “Project Site.”

Required Permits shall mean all permits, licenses, approvals, and consents required by the Laws for the construction of the Project.

Substantial Completion Date shall mean the date, after the Final Inspection, on which: (a) all Material Defects have been corrected; (b) the City determines in its sole reasonable discretion that the Project has been completed substantially in accordance with Laws, this Agreement, and the Final Plans, subject to “punch-list” items identified in connection with the Final Inspection, which “punch-list” items do not interfere with the use of the Project for its intended use; and (c) the Developer obtains a certificate of occupancy for the Project. The target Substantial Completion Date will be established in the GMP Addendum.

Transfer shall mean: (a) any sale, transfer, conveyance, assignment, pledge, or other disposition of, or any encumbrance upon, the Project Site, the materials to construct the Project, or the BOT Acquisition Property, or any interest in the foregoing; or (b) any granting of a security interest in the Project Site, the materials to construct the Project, or the BOT Acquisition Property. Notwithstanding the foregoing, encumbrances required by the terms and conditions of this Agreement shall not constitute Transfers.

Utility Services shall mean gas, electricity, telephone, water, storm and sanitary sewer, cable, fiber, and phone services.

2. General Obligations.

- (a) Project Generally. Subject to the terms and conditions of this Agreement:

(i) The City grants access to allow the Developer to construct the Project on the Project Site and such access will automatically expire upon termination of the Operating Period without need for further action by the Parties;

(ii) The Developer shall support the City's design team and construct the Project on the Project Site; and

(iii) The City shall make BOT Payments no more frequently than once per calendar month, the aggregate of which shall equal the BOT Purchase Price.

(b) Conveyance. Subject to the terms and conditions of this Agreement: (i) the Developer shall convey to the City; and (ii) the City shall purchase from the Developer; title to the BOT Acquisition Property for the BOT Purchase Price.

(c) Approval by City. Whenever approval by the City is required by this Agreement, such approval shall be evidenced by the signature of the City Executive or an individual designated thereby.

3. Closing. Subject to the terms and conditions of this Agreement, the Closing shall occur on or before this 1st day of November, 2025. The Closing Date shall be established mutually by the Developer and the City, and the Closing shall take place at such location as the Developer and the City mutually agree.

4. Closing Documents. At the Closing, the documents and instruments set forth in this Section 4 shall be executed and delivered.

(a) this BOT Agreement;

(b) copies of such resolutions, consents, authorizations, and other evidence as either party reasonably may request to establish that: (i) the persons executing and delivering the foregoing documents have been empowered and authorized by all necessary action of the Developer or the City, as the case may be; and (ii) the execution and delivery of such documents, and the performance by the Developer, the City of its obligations hereunder and under the foregoing documents, have been authorized by the Developer or the City, as the case may be; and

(c) such other customary documents and instruments as either party or the purchaser of the Bonds reasonably may request in connection with the Closing.

5. Conditions.

(a) Mutually Applicable. Except to the extent waived by proceeding to the Closing, the obligation of each of the Developer and the City to proceed to the Closing is subject to the satisfaction, as of the Closing Date, of all of the conditions set forth in this Subsection 5(a):

(i) The Developer has obtained, or the Developer and the City are satisfied that the Developer will be able to obtain, all Required Permits;

(ii) The City has adopted all necessary resolutions authorizing the execution of, and the performance of its obligations under the documents contemplated by this Agreement to be executed by it; and

(iii) The Developer has made a finding that there are no conditions with respect to the Project Site that will interfere with, or prohibit, construction of the Project in accordance with its obligations or the terms and conditions of this Agreement.

(b) Applicable to the Developer. In addition to the conditions set forth in Subsection 5(a), the obligation of the Developer to proceed to the Closing is subject to the condition that: (i) there is no continuing breach by the City of this Agreement; and (ii) all of the representations and warranties of the City set forth in Section 6 are true and accurate in all respects.

(c) Applicable to the City. In addition to the conditions set forth in Subsection 5(a), the obligation of the City to proceed to the Closing is subject to the condition that: (i) there is no continuing breach by the Developer of this Agreement; and (ii) all of the representations and warranties of the Developer set forth in Section 6 are true and accurate in all respects.

(d) Condition Failure. If one or more of the conditions set forth in this Section 5 is not, or cannot be, timely and completely satisfied, then, as its sole and exclusive remedy, the applicable party either may elect to: (a) waive satisfaction of the conditions and proceed to Closing; or (b) terminate this Agreement by a written notice to the other party; provided that, with respect to breaches of this Agreement by a party, the other party shall have the rights and remedies set forth in Section 17 herein. Notwithstanding anything to the contrary set forth herein, the Developer and the City shall work diligently and in good faith to satisfy the conditions set forth in this Section 5.

6. Representations and Warranties.

(a) By the City and Developer. The City and the Developer represents and warrants that:

(i) It has: (i) the power and authority, and has been authorized by proper action, to enter into this Agreement and perform its obligations hereunder; (ii) the power and authority to carry out all transactions contemplated by this Agreement; and (iii) complied with the Laws in all matters relating to such transactions;

(ii) Neither the execution and delivery of this Agreement by it, nor the performance by it of its obligations hereunder: (i) violates any Law or the terms and conditions of any indenture, material agreement, or other instrument to which it is a party, or by which it or any of its properties or assets is bound; (ii) conflicts with, results in a breach of, or constitutes a default under any such indenture, agreement, or other instrument; or (iii) results in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature upon any of its properties or assets;

(iii) This Agreement, once executed, will be its legal, valid, and binding obligation; and

(iv) It shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement.

(b) By the City. In addition to the representations and warranties set forth in Section 6(a) herein, the City represents and warrants that: (i) it is a public body organized and existing under the laws of the State of Indiana; and (ii) to the best of its knowledge, there is not now, and there has not been, any contamination or pollution of the Project Site or any groundwater thereunder by any hazardous waste, material, or substance in violation of any Laws, except as may be disclosed in any property information provided by the City to the Developer.

(c) By the Developer. In addition to the representations and warranties set forth in Section 6(a) herein, the Developer makes the following representations and warranties:

(i) The Developer represents and warrants that it is a limited liability company organized and existing under the laws of the State of Indiana with sufficient financial resources at its disposal to complete and deliver the Project to the City.

(ii) As required by Law, the Developer agrees: (a) that in the hiring of employees for the performance of the work under this Agreement, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, familial status, disability, national origin, ancestry, sexual orientation, gender identity, Veteran status, marital status, or age, discriminate against any citizen who is qualified and available to perform the work to which the employment relates; (b) that no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of the work under this Agreement on account of race, religion, color, sex, familial status, disability, national origin, ancestry, sexual orientation, gender identity, Veteran status, marital status, or age; (c) that there may be deducted from the amount payable to the Developer by the City a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement; and (d) that this Agreement may be cancelled or terminated by the City, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms and conditions of Ind. Code §5-16-6-1.

(iii) The “E-Verify program” means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work

authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603).

(A) “Unauthorized alien” has the meaning set forth in 8 U.S.C. 1324a(h)(3).

(B) As required by Ind. Code 22-5-1.7, the Developer shall enroll in and verify the work eligibility status of all newly hired employees of the Developer through the E-Verify program, unless the E-Verify program no longer exists.

(C) Not later than the date of execution of the Agreement, the Developer shall sign an affidavit affirming that the Developer does not knowingly employ an unauthorized alien.

(D) The Developer may not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that the Developer subsequently learns is an unauthorized alien.

(E) As required by Ind. Code 22-5-1.7, the Developer shall require the subcontractors to certify to the Developer that the subcontractor, at the time of certification, does not knowingly employ or contract with an unauthorized alien and has enrolled and is participating in the E-Verify program. The Developer shall maintain on file such certifications throughout the duration of the contract with the subcontractors.

7. **Plans and Budget.**

(a) Plan Approvals. The City shall control design and all plan changes after a design phase or acceptance of the GMP shall be approved by the City before direction is given to the Developer and their trade partners.

(b) Plan Changes. Each of the City, Executive Designer and Developer will review and approve any changes to the Final Plans with respect to the Project, subject to modification only by Change Orders.

(c) Budget/Costs. The Developer will deliver the Project Budget to the City for its review and approval, which Project Budget will be attached to the GMP Addendum.

(d) Guaranteed Maximum Price. The BOT Purchase Price shall initially be the Guaranteed Maximum Price, and the Parties will execute the GMP Addendum no later than this 27th day of August, 2025. In the event the Developer’s actual Project Costs are more than the BOT Purchase Price at the Final Payment Due Date, the Developer shall be solely responsible for such excess Project Costs.

(e) Sales Tax.

(i) As soon as reasonably is practicable, the City shall deliver to the Developer the Indiana Department of Revenue Form ST-105 (General Sales Tax Exemption Certificate), pursuant to which the City shall represent that the acquisition of the materials to construct and to be incorporated into the Project is exempt from Indiana sales and use tax.

(ii) Upon any assessment, or threatened assessment, of Indiana sales or use tax in connection with the purchase of any materials to construct, install, and incorporate into the Project, the Developer promptly shall notify the City in writing. From and after receipt of the foregoing notice, the City shall provide such cooperation, information, and assistance as the Developer reasonably shall request.

8. Guaranteed Maximum Price Proposal.

(a) Based upon design plans at a mutually agreeable stage of development, the Developer shall prepare and submit a Guaranteed Maximum Price proposal for the Project. The contents of the proposal shall include but not be limited to the following information:

(i) Project Budget broken down by subcontractor category, general conditions, general requirements, contingencies, allowances, insurance, bond, and any project fees;

(ii) Construction Schedule including critical path and total float by activity. Construction Schedule shall include procurement, permitting, construction, City vendor(s), and City related activities at a minimum;

(iii) List of the GMP design and planning documents (i.e., drawings and specifications) and the date(s) thereof;

(iv) Proposed subcontractor and vendor list with sufficient backup and subcontractor comparison by category, including any additions and subtractions to subcontractor proposals, to validate proposed budget amounts;

(v) A detailed allowance and contingency log;

(vi) Any unit prices or rates proposed for the project or requested by the City;

(vii) A list of scope alternates with their current status and budgeted cost;

(viii) Any assumptions and clarifications the Developer has made while compiling the Guaranteed Maximum Price proposal; and

(ix) Any other required certifications and documentation as required by the City.

(b) Prior to City's written acceptance of Developer's Guaranteed Maximum Price Proposal, Developer shall not incur any cost not otherwise authorized by the City to be reimbursed by City as part of the Project Costs, except as City may authorize in writing in advance.

(c) The Developer warrants to the City that construction of the Project shall be: (i) in a good and workmanlike manner; (ii) in accordance with the Final Plans (as modified by any Change Orders) and the terms and conditions of this Agreement; (iii) free from Material Defects; (iv) in compliance with the Final Plans; and (v) in compliance with the Laws and as required by governmental authorities. The City has the right to reject any proposed subcontractors, but any pricing impacts related to alternative subcontractors may result in an increase to the Guaranteed Maximum Price.

9. Allowances and Contingency.

(a) As part of the Guaranteed Maximum Price, allowances may be established as mutually agreed upon by the City and Developer to account for portions of the Project that can be reasonably inferred or anticipated and for which design is not finalized (i.e., scope cannot be defined or quantified). Allowances shall be allocated to specific trade line items with logical backup and shall include, without limitation, all labor, material, equipment, delivery, unloading, storage, installation and general conditions costs and all overhead and profit of the applicable subcontractors.

Developer shall include a final price for portions of the Project covered by allowances promptly after the City has finalized its selection of items and architect has completed all related Construction Documents. Developer shall give notice to the City of such final amount, including documentation which supports and establishes the final amount. If the final amount exceeds the amount of the allowance included in the Guaranteed Maximum Price, City shall promptly elect to either issue a Change Order for the overage, reconcile against other allowances in the Guaranteed Maximum Price that are anticipated to be unspent (as mutually agreed upon between City and Developer), or direct the Developer to re-design portions of the work to lower the cost. If the final amount is anticipated to be less than the allowance carried in the Guaranteed Maximum Price, the Developer shall notify the City. The City may elect to reduce the Guaranteed Maximum Price or direct the Developer to re-allocate the savings to other allowance line items.

(b) As part of the Guaranteed Maximum Price, contingencies may be established as mutually agreed upon to account for further development of design and risk management of construction and development related items.

(c) Permitted uses of contingency funds include:

(i) Scope gaps between trade subcontractors;

(ii) Costs related to items which could not reasonably be foreseen even through employment of commercially reasonable research and due diligence;

(iii) Costs required for substitute subcontractors, if subcontractors are being supplemented due to failure to perform contractual obligations, individual subcontractor retention (if available) shall be the first recourse for additional costs incurred;

(iv) Regulatory changes and impacts;

- (v) Schedule recovery or acceleration related costs (including applicable general conditions or staffing); and
 - (vi) Additional costs incurred for means and methods that are deemed appropriate by the City for the betterment of the Project.
- (d) Non-permitted use of contingency funds include:
- (i) Costs for corrective work of trades due to non-compliance with Project Construction Documents;
 - (ii) Costs for repair of damaged or defective work;
 - (iii) Additional general conditions staffing (unless the Substantial Completion Date is extended and then only to the extent necessary to accommodate such extension, which shall be substantiated with Critical Path Method (CPM) schedule backup) or overhead and profit; and
 - (iv) Costs for additional City requests beyond the scope of this Agreement, unless mutually agreed upon.
- (e) Developer shall only utilize allowances and contingencies with prior approval by City.
- (f) Developer shall maintain contingency and allowance logs to be reviewed regularly with City.
- (g) Upon completion of the Project, or at a time mutually agreed upon by Developer and City, all unused allowances and contingency funds shall be returned to the City by means of a deductive Change Order to the Guaranteed Maximum Price. City shall apply such funds as required by the trust indenture and tax certificate executed in connection with the issuance of the Bonds.

10. Buy-Out Savings. The Developer shall undertake efforts to reduce the actual amount of the subcontracts entered into by Developer for the performance of the work of this Agreement. If the collective sum of the subcontracts included in the Guaranteed Maximum Price is greater than the collective sum of the actual amounts of the subcontracts entered into by Developer for the performance of the work of this Agreement, a buy-out savings budget line item shall be established. The buy-out savings shall be recorded and accounted for separately from the contingency and allowance log and regularly updated. Prior to any scope gaps being funded by the contingency, they shall be funded from the buy-out savings as funding allows. If there is a balance in the buy-out savings at the end of the Project, they will be utilized at the Developer's discretion.

11. Changes in the Project.

- (a) Changes Proposed by Developer. If the Developer desires to make any changes to the Final Plans, then the Developer shall submit a Change Order Request to the City for

review and approval, together with a detailed estimate (and applicable backup) of any resulting increase to, or decrease from, the total budgeted Project Costs and the BOT Purchase Price. Along with the estimate of costs, the Developer shall include a reasonable timeline for when the City needs to approve or reject the Change Order Request as to not impact project schedule. Within thirty (30) days after the City receives the Change Order Request, the City shall deliver to the Developer written notice that it approves or rejects the Change Order Request, in the City's sole discretion. If the City approves a Change Order Request, then the Developer and the City shall execute a Change Order. If the City rejects a Change Order Request, the Final Plans shall remain unchanged. If a decision by the City is needed within thirty days as to not impact the critical path of the schedule, City may elect to provide written direction to complete the work ahead of Change Order execution.

(b) Changes by City.

(i) If the City desires to make any changes to the Final Plans, then the City shall submit a Change Order Request to the Developer for review and approval. Within ten (10) business days after the Developer receives the Change Order Request, the Developer shall deliver to the City written notice stating whether the change proposed in the Change Order Request would result in an increase in the Project Budget, BOT Purchase Price, or Substantial Completion Date; provided, however, if the proposed change would result in an increase, then such notice also shall include an rough order of magnitude estimate of the amount of the increase.

(ii) If the foregoing notice states that the change proposed in the Change Order Request would not result in an increase in the Project Budget, BOT Purchase Price, or Substantial Completion Date, then, within five (5) business days after delivery of such notice, the City shall provide written notice that it approves or rejects the Change Order Request. The Developer shall proceed with the work based on the written notice, and a Change Order shall be executed to document the change in work.

(iii) If the foregoing notice states that the change proposed in the Change Order Request would result in an increase in the Project Budget, BOT Purchase Price, or Substantial Completion Date, then the City shall provide written notice to the Developer as to whether the City would like to withdraw the Change Order Request. If the City does not elect to withdraw the Change Order Request, then, within ten (10) additional business days, the Developer shall deliver to the City an estimate with detailed backup including subcontractor proposals, GC/GR, schedule, etc. If the Change Order Request has an immediate critical path impact to the schedule, the City and Developer may mutually agree to proceed with the work while the appropriate backup is being compiled so as to not impact Construction Schedule.

(iv) Any claim for extension of time shall be accompanied by a schedule analysis showing critical path impact.

- (v) If the City approves the Change Order Request, the City and Developer shall execute a Change Order increasing the Guaranteed Maximum Price amount.
- (vi) The Developer shall maintain a Change Order Request log, which shall be regularly updated and shared with the City.
- (c) Changes due to unforeseen conditions shall be handled in the same manner as changes by the City.
- (d) Permitted Change. Notwithstanding anything to the contrary set forth herein: (i) the Developer shall be required to obtain the approval of the City with respect to a Permitted Change; and (ii) a Change Order with respect to a Permitted Change shall be effective only upon execution by the Developer and the City.

12. Construction.

- (a) Permits. Prior to commencing construction of the Project, and consistent with the time limit identified in the Construction Schedule, the Developer, at its cost and expense, shall obtain and submit to the City for its review the Required Permits. Any reviews or approvals by the City shall not be deemed a warranty or representation of any kind by any City agencies, departments, officials, employees, or agents that the Final Plans comply with, or are approved under, applicable Laws. Any permit fees for permits issued by the City shall be waived by the City.
- (b) Schedule. Developer shall maintain a CPM schedule, showing critical path and total float for each activity. This schedule shall be updated monthly and submitted to the City. Developer shall also maintain a lookahead schedule identifying micro level activities and any City activities or decisions needed to support the Schedule.
- (c) Progress Meetings. The Developer shall organize periodic progress meetings to discuss matters pertaining to the performance of the work, including, without limitation, procedures, progress, problems and scheduling. Developer shall provide prior written notice of such meetings to the City and shall arrange for its appropriate representatives to attend. Such meetings shall be held as frequently as the City requires, but no less often than every week. City may invite other attendees for the periodic progress meetings. Developer shall record the minutes of each meeting and shall deliver to City, its representatives, and all other entities that attended the meeting or are affected by the results thereof a copy of the minutes of such meeting not later than five (5) business days after the date of such meeting. At each progress meeting, Developer shall distribute updated summaries of the Project Costs incurred to date and an updated Construction Schedule, showing Developer's completed operations, its contemplated future schedule of operations (at least a thirty (30) day look ahead schedule) and identifying any deviations from the Project Schedule.
- (d) Reporting. Developer shall submit monthly Project reports along with application for payments (schedule of values) which shall include, at a minimum: master schedule (CPM) update, submittal and procurement status, RFI logs, Change Order log, allowance and contingency reports, safety data, and any other pertinent information.

(e) BOT Payments. The BOT Payments shall be disbursed to the Developer in accordance with the Disbursement Request to pay (or reimburse the Developer for) Project Costs no more frequently than once per calendar month. Such evidence shall be in the form of a schedule of values indicating the associated percentage of completion for each trade. Developer shall submit a preliminary schedule of values for City approval. Any changes to the schedule of values shall be communicated to and reviewed with the City.

(f) Retainage. Until Substantial Completion of the Project, City will withhold five percent (5%) of the dollar value of all work satisfactorily completed as retainage. City and Developer may mutually agree to hold up to ten percent (10%) on specific subcontractors and may mutually agree to release retention on specific subcontractors earlier than the end of the Project.

(g) Operation. The Developer shall operate the BOT Acquisition Property during the Operating Period, including maintaining, to the extent not otherwise maintained by the City, all commercially appropriate insurance. The Developer shall defend and indemnify the City for all claims, losses, damages, and liabilities arising from the Developer's operation of the BOT Acquisition Property.

(h) Records. The Developer shall keep and maintain true, correct, accurate and complete Books and Records. All Books and Records shall be kept and maintained in accordance with generally accepted accounting principles consistently applied. The City and its attorneys, accountants, representatives, architects, engineers, and consultants at all reasonable times shall have: (i) free access to, and rights of inspection of, the Books and Records; and (ii) the right to audit, make extracts from, and receive from the Developer originals or accurate copies of, the Books and Records.

(i) Safety. The Developer shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of its obligations under the Agreement and shall be in full compliance with all Laws. The Developer shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (i) employees constructing the Project and other persons who may be affected thereby; (ii) the work and materials and equipment to be incorporated into the Project, whether in storage on or off the site, under care, custody or control of the Developer or the Developer's subcontractors; and (iii) other property at the Project Site adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction. The Developer shall comply with and give notices required by applicable Laws bearing on safety of persons or property or their protection from damage, injury, or loss. The Developer shall erect and maintain, as required by existing conditions and performance of its obligations under this Agreement, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities. The Developer shall promptly remedy damage and loss to the Project or adjacent property caused in whole or in part by the Developer, a subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable,

except damage or loss attributable to the gross negligence or intentional misconduct of the City.

(j) Liens and Claims. If any liens or claims are filed against all or any portion of the Project Site, the City, for work claimed to have been done for, or materials claimed to have been furnished to, Developer, then Developer shall cause such liens or claims to be released or discharged of record within thirty (30) days after notice of the filing by bonding or providing other adequate security therefor, as provided or required by the Laws.

13. Inspections.

(a) Permitted Inspection. Upon reasonable notice to the Developer, the City or its third-party representative may perform a Permitted Inspection. If applicable after a Permitted Inspection, the City may deliver a Non-Compliance Notice to the Developer.

(b) Final Inspection. The Developer shall deliver to the City a written request for the Final Inspection of the Project at least fifteen (15) business days prior to the anticipated Substantial Completion Date. On or before the date that is fifteen (15) business days after receipt by the City of such request, the City shall: (i) conduct the Final Inspection; and (ii) deliver to the Developer, if applicable, a Non-Compliance Notice. Upon receipt of a Non-Compliance Notice, the Developer shall correct or cause to be corrected, as soon as is practicable, all Material Defects identified in the Non-Compliance Notice. Within fifteen (15) business days after the City conducts the Final Inspection, the Developer and the City shall identify the “punch-list” items. The Developer shall complete all “punch-list” items within thirty (30) days after the “punch-list” items are identified.

(c) Non-Compliance. If the City delivers to the Developer a Non-Compliance Notice following an Inspection, then the Developer shall correct, as soon as is practicable, all Material Defects identified in the Non-Compliance Notice, except and to the extent that any such Material Defects have been accepted by the City. If the Developer fails to cure any item in a Non-Compliance Notice or any Latent Defect identified in writing by the City, in each case, within forty-five (45) days of the receipt of such notice, then the City, in addition to any other right or remedy provided herein (and regardless of any cure period provided herein), shall be entitled to a credit to the BOT Purchase Price for reasonable cost to remedy such defect.

(d) Latent Defects. Notwithstanding anything to the contrary set forth herein, no acceptance, or deemed acceptance, by the City pursuant to this Section 10 shall be applicable with respect to any Latent Defects.

(e) General.

(i) In connection with any Inspection pursuant to this Section 10, the City shall: (A) comply with all health and safety rules of which the City has been informed that have been established for personnel present on the construction site; and (B) coordinate the inspections so that the inspections do not interfere with the performance of construction. The Developer shall have the right to accompany, and have its construction manager accompany, the City during any Inspection.

(ii) Notwithstanding anything to the contrary in this BOT Agreement, an acceptance, or deemed acceptance, by the City pursuant to this Section 10 shall not mean that the City has accepted, or that the Developer has been relieved of, responsibility for: (A) compliance with the Laws or the Final Plans; (B) the proper application of construction means or methods; (C) correcting any portion of the Project if it later is determined that such portion is inconsistent with the proper completion of a subsequent portion of the Project; (D) any Latent Defects; or (E) the Developer's warranty obligation in Subsection 9(b) herein.

(f) The foregoing rights in favor of the City shall be in addition to, and not in lieu of, any rights and remedies the City may have under this Agreement or applicable Law, and nothing set forth herein shall be deemed to waive any authority, right, remedy, or power vested in any of the City agencies under applicable Law.

14. Bonds and Insurance. During construction of the Project and through the Operating Period, the Developer shall maintain the policies of insurance reflected on the certificate attached hereto as Exhibit C. Each such policies shall be written by companies acceptable to the City, and the Developer shall provide notice of any intended modification to, or cancellation of, such policies to the City at least thirty (30) days in advance. The policy of commercial general liability insurance required by this Section 11 to be maintained by the Developer shall name the City and any City Consultants as an additional insured and such coverage shall be primary and non-contributory. The Developer shall deliver to the City certificates of the insurance policies required by this Section 11, executed by the insurance company or the general agency writing such policies prior to commencement of construction. The Developer shall procure and maintain a builder's risk insurance policy covering the Project in the amount of the BOT Purchase Price and the Developer shall be responsible for any deductible. From and after two (2) years following the end of the Operating Period, the Developer shall have no obligation to maintain any policies of insurance with respect to the Project. P&P Bonds shall be obtained for the project as required under Ind. Code 5-23, *et seq.*, as the same shall be amended from time to time. The Developer shall provide the P&P Bonds to the City prior to commencement of any construction activities at the Project Site. Notwithstanding the obligation of the Developer to provide the P&P Bonds as provided for in this Agreement, the Developer also has an affirmative obligation to timely pay any and all subcontractors, suppliers, laborers, and, and to take all other action necessary to prevent the filing of mechanics or other liens on the Project Site. The P&P Bonds must specify that: (1) a modification, omission, or addition to the terms and conditions of the Agreement or Final Plans; (2) a defect in the Agreement; or (3) a defect in the proceedings preliminary to the letting and awarding of the Agreement; does not discharge the surety.

15. Operation/Conveyance.

(a) Completion. Prior to the Final Payment Due Date, the Developer shall: (i) provide as-built record drawings to the City and grant the City a perpetual license to the design of the Project and to use such drawings in the use, occupancy, operation, maintenance, repair, alteration, and additions to the Project; (ii) provide to the City the warranties for the Project issued by the subcontractors, suppliers, and manufacturers in favor of the City; (iii) provide to the City operating manuals for the Project; and (iv) execute a certificate substantially in the form attached hereto as Exhibit D, which certificate, by specifying the Substantial

Completion Date, shall establish the commencement date of the Operating Period. Upon Substantial Completion, Developer shall undertake all commercially reasonable efforts to complete any and all “punch list” items determined at the point of Substantial Completion. In the event Developer fails to complete “punch list” items in a reasonable period, as determined in City’s sole reasonable discretion, City shall have the right to undertake completion of “punch list” items and recover costs incurred for completion thereof from Developer.

(b) As a material inducement for and in consideration of the City’s obligations herein, the Developer agrees that in the event that the Project has not reached Substantial Completion by Ninety (90) Calendar Days beyond the established Substantial Completion Date (as it may be adjusted by Change Order) then the Developer shall pay the City the amount of Five Hundred Dollars (\$500) per calendar day as liquidated damages for each day after that period that the Project has not reached Substantial Completion. Liquidated damages amounts shall be deducted from any amounts owed to the Developer. Should the amount of liquidated damages exceed any amounts owed to the Developer, the Developer agrees that the City shall have no responsibility to continue paying the Developer any amounts and the Developer further agrees to pay the City promptly any and all amounts of liquidated damages that exceed any amounts owed by the Developer to the City. The City and the Developer expressly represent to one another and agree that the liquidated damages provided for in this Agreement represent a good faith effort by the City and the Developer to determine the actual damages the City will incur if the Project is not completed within the substantial Completion Date. The City and the Developer further expressly agree and understand that this liquidated damages provision is not a penalty clause, and the Developer covenants and agrees not to attempt to avoid making payment pursuant to this liquidated damages provision on the ground that it constitutes a penalty or is otherwise legally invalid.

(c) Operation. The Developer shall operate the BOT Acquisition Property during the Operating Period; however, as provided in Section 14, all costs and expenses incurred in connection therewith shall be borne by the City.

(d) Conveyance. Upon the expiration of the Operating Period, the Developer shall convey the BOT Acquisition Property to the City (or its designee) for no additional monetary consideration pursuant to a quitclaim deed free and clear of all liens and encumbrances not of record as of the Closing Date substantially in the form attached hereto as Exhibit E. The foregoing conveyance shall not: (i) result in a merger of this Agreement into the conveyance documents; accordingly, this Agreement, and all of the rights of the parties hereunder, shall remain in full force and effect; or (ii) have any effect on the obligation of the City to make the BOT Payments pursuant to the terms and conditions of this Agreement (stated alternatively, such conveyance shall not accelerate payment of the BOT Payments). The City shall be responsible for all costs and expenses incurred in connection with the acquisition of the BOT Acquisition Property, including, without limitation: (i) costs to obtain all surveys, title searches, abstracts, and title policies deemed by the City to be necessary or appropriate; and (ii) the City attorneys’ fees and closing costs.

16. BOT Payments.

- (a) Interest. No interest shall accrue on the Outstanding BOT Principal Amount.
- (b) City Obligations. This Agreement is not a bond, loan, or borrowing of the City.
- (c) Payment Source. The BOT Payments are payable from the proceeds of the Bonds issued by the City, or from any other legally available funds in the City's sole discretion.
- (d) Payment Amounts. BOT Payments will be based on percentage of work properly completed at the time the Disbursement Request is made, subject to the amounts retained from each BOT Payment set forth in Section 9(d).
- (e) Disbursement Process.
 - (i) The Developer first must submit all completed Disbursement Requests, including all supporting documentation, to the City's Owner's Technical Representative or its designee to review for completion and accuracy.
 - (ii) Upon approval by the City's Owner's Technical Representative, each Disbursement Request shall be submitted by the City to Huntington Bank as trustee (the "Trustee") under the Trust Indenture, dated as of _____ 1, 2025, by and between the City and the Trustee, relating to the Bonds.
 - (iii) If a Disbursement Request submitted by the Developer for approval is rejected at any point in the Disbursement Request approval process outlined in this Section 13(e), the rejected Disbursement Request shall be returned to the Developer with a written explanation for the rejection, at which point the City and the Developer shall work together in good faith to resolve the reasons for the Disbursement Request being rejected.
 - (iv) City will make commercially reasonable efforts to approve or reject Disbursement Requests within thirty (30) days of the date set forth on each Disbursement Request. Developer acknowledges, understands, and agrees that this Disbursement Request approval process may be subject to reasonable delays by the City.
- (f) Requirements for Disbursement. In addition to such other conditions and requirements set forth in this Agreement, each of the following conditions shall be a condition precedent to the City's approval of each Disbursement Request pursuant to this Agreement, provided, however, that any condition not satisfied at the time of any disbursement shall not be deemed waived but shall be satisfied as the City may later require:
 - (i) There exists no Event of Default under this Agreement, the GMP Addendum, or the Construction Documents or any event which with the giving of notice or the lapse of time would become an event of default under the terms of this Agreement, the GMP Addendum, or the Construction Documents.

(ii) Developer is in full compliance with all terms and conditions of this Agreement, the GMP Addendum, and the Construction Documents, and all representations and warranties made hereunder remain true and correct in all material respects.

(iii) Developer has furnished to the City a completed Disbursement Request executed by Developer, together with any supporting documentation which may be required pursuant to the terms of this Agreement, the GMP Addendum, or the Construction Documents for the requested disbursement, including without limitation a list of each and every contractor, subcontractor, and materialman to whom payment must be made and dollar amount owed and any other supporting documentation required pursuant to this Agreement, the GMP Addendum, and the Construction Documents.

(iv) Developer has furnished to the City a current cost budget on AIA Form G702/G703 (or such similar forms acceptable to the City) for construction of the Project, executed by Developer or its designee; such AIA Form G702/G703 (or such similar forms acceptable to the City) shall be in detail reasonably satisfactory to the City and shall include, without limitation, an itemization of quantities, unit prices, and extension for labor and material for all Project Costs incurred to date and for the period for which the disbursement is requested and such other breakdown of construction and other costs as the City may require from time to time.

(v) To the extent required by the City, the Project has been inspected by a construction consultant approved by the City, and the construction consultant has certified to the City the percentage of completion of the Project and that the Disbursement Request and application for disbursement of funds from the Bond Proceeds conforms with the Project Budget and the current cost budget on AIA Form G702/G703 (or such similar forms acceptable to the City) and the requirements of this Agreement, the GMP Addendum, and the Construction Documents relating to the completion of the construction of the Project.

(vi) The Project Budget is In-Balance.

(g) Waivers. Each Disbursement Request must be accompanied by a conditional waiver of liens and claims from the Developer and from all subcontractors and suppliers.

17. City Covenants. The covenants set forth in this Section 14 shall apply at all times during the Payment Period, including that, for purposes of clarity and notwithstanding the fact that the Developer will be operating the BOT Acquisition Property, such covenants shall apply during the Operating Period.

(a) Agreement Compliance. The City shall: (i) pay the BOT Payments punctually and in strict conformity with the terms of this Agreement; (ii) faithfully observe and perform all of its obligations under this Agreement; and (iii) subject to all proceedings required by law, take all necessary steps to issue the Bonds.

(b) Other Contract Compliance. The City shall not: (i) take, or fail to take, any action under any contract, if the effect of such act or failure to act would impair or adversely affect the ability of the City to pay the BOT Payments; and (ii) fail to observe and perform all of its obligations under all other contracts affecting or involving the Project to which the City is a party.

(c) Operating Period Expenses.

(i) Upon the initiation of the Operating Period, the City: (A) shall pay all reasonable costs and expenses actually incurred in connection with the ownership, occupancy, possession, use operation, maintenance, and repair of the BOT Acquisition Property, including, without limitation, that the City shall (1) pay and discharge when due all taxes, assessments, and other governmental charges that lawfully are imposed upon all or any portion of the Project Site or the BOT Acquisition Property, (2) pay all usage and other charges for utility services furnished to the BOT Acquisition Property, and (3) pay all premiums of insurance policies required to be maintained (or otherwise maintained) with respect to the Project Site and the BOT Acquisition Property; (B) shall pay all taxes and assessments levied as a result of the receipt of the BOT Payments; and (C) within thirty (30) days after receipt of written invoice from the Developer, shall reimburse the Developer for direct costs and expenses incurred by the Developer in connection with the ownership, occupancy, possession, use, operation, maintenance, and repair of the BOT Acquisition Property during the Operating Period. For purposes of clarity, the foregoing shall not be deemed to nullify any obligations of the Developer with respect to the construction of the Project.

(ii) The City shall have the right to contest, at its cost and expense and in accordance with all Laws, the valuation of the Project Site, the BOT Acquisition Property, and the calculation of any real estate taxes or assessments. Pending resolution of such a contest, the City shall pay when required by the applicable taxing authority the installments and payments of the taxes and assessments being contested, except to the extent that the foregoing may be deferred without penalty during the pendency of the contest.

Assurances. The City shall, subject to all proceedings required by law, adopt such resolutions, execute and deliver such instruments, and make any and all further assurances as reasonably may be necessary or proper: (i) to carry out the intention of this Agreement; (ii) to facilitate the performance of this Agreement; and (iii) in connection with assuring and confirming the rights and benefits provided to the Developer

15. Developer Covenants.

(a) Agreement Compliance. The Developer shall: (i) perform its obligations punctually and in strict conformity with the terms of this Agreement; and (ii) faithfully observe and perform all of its obligations under this Agreement.

(b) Filings. The Developer shall keep in full force and effect, without any violations by

the Developer, any and all filings or registrations required by the Laws in connection with: (i) the performance by the Developer of its obligations under this Agreement; (ii) the acquisition of the materials to construct, and the construction of, the Project in accordance with this Agreement; or (iii) the sale of the BOT Acquisition Property to the City in accordance with this Agreement.

(c) No Liens or Claims. At all times prior to conveyance of the BOT Acquisition Property to the City, the Developer shall: (i) keep the materials to construct the Project and the Project Site, the City, free from any and all liens, claims, security interests, encumbrances, and restrictions, excepting only (A) those existing on the Closing Date, and (B) the lien of current real estate taxes not delinquent; and (ii) defend such materials, the Project Site, the City, against the claims and demands of others. If any mechanic's, supplier's, or similar lien or claim is filed against the Project Site, the BOT Acquisition Property, the City, or the materials to construct the Project, for work claimed to have been done for, or materials claimed to have been furnished to, the Developer, then the Developer shall cause such mechanic's, supplier's, or similar lien or claim to be satisfied or discharged of record within thirty (30) days after notice of the lien or claim by bonding, payment, or providing other adequate security therefor, or as provided or required by the Laws.

(d) Laws. The Developer shall comply with all Laws in the performance of its obligations under this Agreement.

(e) No Transfer. The Developer shall not undertake, permit, or cause a Transfer.

(f) Developer Interests. Prior to conveyance of the BOT Acquisition Property to the City, the Developer: (i) shall not change its name; (ii) shall not (A) merge into, or consolidate with, any other entity, or otherwise reorganize, (B) sell, convey, or transfer to any person any interest in the Developer, or (C) otherwise permit any change in the members of the Developer or the percentage of ownership in the Developer; (iii) shall notify the City in writing of any change of the nature specified in the foregoing Subsection 15(e)(ii); and (iv) shall not grant any security interest in any interest in the Developer or any member thereof.

(g) No Amendments. Prior to conveyance of the BOT Acquisition Property to the City, the Developer shall not: (i) amend, modify, or restate the articles of organization or operating agreement of the Developer; (ii) cause or permit any such amendment, modification, or restatement; or (iii) be dissolved, wound up, or converted to another type of entity, or have its existence as a limited liability company terminated.

(h) Business. Prior to conveyance of the BOT Acquisition Property to the City, the Developer shall not make or permit to be made any material change in the character of its business as currently conducted.

16. Events of Default. Each of the following shall be deemed to be an "Event of Default" by the Developer or the City, as applicable:

- (a) the failure to pay any amount when due hereunder, including, without limitation, the failure by the City to make commercially reasonable efforts to cause payment of the BOT Payments following approval of a Disbursement Request;
- (b) the failure to observe or perform any term or condition of this Agreement to be observed or performed by it (other than the payment of any amount due hereunder), which failure is not cured within thirty (30) days after receipt by the defaulting party of written notice specifying the nature of the failure; provided that, if the failure is of such a nature that it cannot be remedied within thirty (30) days, despite the exercise of reasonably diligent efforts, then the thirty-day (30) period shall be extended as reasonably may be necessary for the defaulting party to remedy the failure, so long as the defaulting party: (i) commences to remedy the failure within the thirty-day (30) period; and (ii) diligently pursues such remedy to completion;
- (c) the filing or commencement of any bankruptcy or similar proceeding by or against including, without limitation: (i) the filing of a petition for arrangement or reorganization; (ii) the appointment of a receiver for all or a substantial portion of the party's property; or (iii) the assumption of custody or control of a party or any of its property by a court of competent jurisdiction pursuant to any Law for the relief or aid of debtors; provided that, if any of the foregoing are filed, appointed, assumed, or otherwise commenced against a party without its consent, then there shall not be an Event of Default unless and until such filing, appointment, assumption, or other commencement remains in effect and active in excess of forty-five (45) days;
- (d) becoming insolvent or generally unable to pay its debts as they become due; and
- (e) the occurrence of any of the circumstances set forth in Subsection 16(c) or 16(d) herein with respect to the Developer if such occurrence is prior to the expiration of the Operating Period and the conveyance of the BOT Acquisition Property to the City.

17. Remedies.

- (a) Remedies. During the continuance of an Event of Default, the non-defaulting party may take such actions at law or in equity as are necessary or appropriate to: (i) collect any payments due under this Agreement; (ii) protect the rights granted to the non-defaulting party under this Agreement; (iii) enforce the performance or observance by the defaulting party of any term or condition of this Agreement (including, without limitation, through the exercise of the equitable remedies of injunction and specific performance); or (iv) cure, for the account of the defaulting party, any failure of the defaulting party to perform or observe a material term or condition of this Agreement to be performed or observed by it; provided that no cure undertaken by the non-defaulting party shall be construed to be a waiver of the Event of Default.

Except to the extent provided to the contrary in this Section 17 or by the Laws, the non-defaulting party is not required to give notice to the defaulting party prior to exercising its remedies during the continuance of an Event of Default.

- (b) No Remedy Exclusive. No right or remedy herein conferred upon, or reserved to,

a non-defaulting party is intended to be exclusive of any other available right or remedy, unless otherwise expressly stated; instead, each and every such right or remedy shall be cumulative and in addition to every other right or remedy given under this Agreement or now or hereafter existing at law or in equity.

(c) No Waiver. No delay or omission by a non-defaulting party to exercise any right or remedy upon any Event of Default shall impair any such right or remedy, or be construed to be a waiver thereof, and any such right or remedy may be exercised from time to time, and as often as may be deemed to be expedient. None of: (i) a waiver by the non-defaulting party of an Event of Default; (ii) a delay in the exercise by the non-defaulting party of any right or remedy with respect to an Event of Default; or (iii) the acceptance by the Developer of all or any portion of the BOT Payments during the continuance of an Event of Default by the City; shall be deemed to (A) constitute a waiver of the current or any subsequent Event of Default, (B) release or relieve the defaulting party from performing any of its obligations under this Agreement, or (C) constitute an amendment or modification of this Agreement.

(d) Damages. The non-defaulting party may recover from the defaulting party all costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) that the non-defaulting party incurs: (i) by reason of any Event of Default by the defaulting party; and (ii) in connection with exercising its rights and remedies with respect to any Event of Default; together with interest thereon at the rate of 12% per annum. All such amounts shall be due and payable by the defaulting party immediately upon receipt of written demand from the other party, and the obligation of the defaulting party to pay such amounts shall survive the acquisition by the City of the BOT Acquisition Property.

18. Notice. Any notice required or permitted to be given by either party to this Agreement shall be in writing, and shall be deemed to have been given when: (a) delivered in person to the other party; or (b) sent by national overnight delivery service, with confirmation of receipt, addressed as follows:

To the Developer:

BW Construction, LLC
ATTN: Dustin Frye, Co-Owner
615 Russell Avenue
Indianapolis, Indiana 46225
Email: dfrye@buildbw.com

To the City:

City of Westfield, Indiana
ATTN: Kaitlin Glazier, Chief of Legal
2728 East 171st Street
Westfield, Indiana 46074
Email: kglazier@westfield.in.gov

with copy to:

Taft Stettinius & Hollister LLP
ATTN: Cameron Starnes
One Indiana Square, Suite 3500
Indianapolis, Indiana 46204-2023
Email: cstarnes@taftlaw.com

Either party may change its address for notice from time to time by delivering notice to the other party as provided in this Section 18.

19. Assignment. Developer shall not: (a) assign this Agreement or any interest herein; or (b) delegate any duty or obligation hereunder. Notwithstanding any assignment or delegation: (a) the assigning or delegating party shall remain fully liable to perform all of its obligations under this Agreement; and (b) a consent by a party to any assignment or delegation shall not release the assigning or delegating party from such performance. Any transfer of this Agreement by operation of law (including, without limitation, a transfer as a result of merger, consolidation, or liquidation of the Developer) shall constitute an assignment for purposes of this Agreement.

20. Indemnification

(a) By the Developer. To the fullest extent permitted by the Laws, the Developer shall indemnify, defend, and hold harmless the City from and against any and all Claims arising from or connected with: (i) mechanics' liens or claims filed against the Project, the Project Site, or the City for work performed by the Developer or any party acting by, under, through, or on behalf of the Developer; (ii) breaches by the Developer under contracts to which the Developer is a party, to the extent that such contracts relate to the performance of any work on the Project Site by the Developer or any party acting by, under, through, or on behalf of the Developer; (iii) injury to, or death of, persons or loss of, or damage to, property, suffered in connection with performance of any work on the Project Site by the Developer or any party acting by, under, through, or on behalf of the Developer; (iv) Claims including attorneys' fees and expenses to the extent arising out of the negligent acts or omissions or willful misconduct of the Developer or any party acting by, under, through, or on behalf of the Developer; or (v) the breach by the Developer of any term or condition of this Agreement.

(b) By the City. The City shall, to the extent permitted by law, indemnify and hold harmless the Developer from and against any and all Claims arising from or connected with: (i) Claims to the extent arising out of the negligent acts or omissions or willful misconduct of the City, or any party acting by, under, through, or on behalf of the City; or (ii) the breach by the City of any term or condition of this Agreement. Anything in this Agreement to the contrary notwithstanding, the City's obligations to indemnify and hold Developer harmless shall be limited to substance by statutes designed to protect and limit the exposure and liability of the City as an instrumentality of the State of Indiana, so that the City's liability to hold harmless and indemnify shall not exceed what might have been the City's liability to a claimant if sued directly by the claimant and all appropriate defenses had been raised by the City.

Notwithstanding anything to the contrary set forth herein, the obligations of the parties under this Section 20 shall survive the termination of this Agreement.

21. Force Majeure. Notwithstanding anything to the contrary set forth in this Agreement, if either party is delayed in, or prevented from, observing or performing any of its obligations (other than the obligation to pay money) under, or satisfying any term or condition of, this Agreement as a result of Force Majeure; then: (a) the party asserting Force Majeure shall deliver written notice to the other party within seven days after the occurrence of the event that is the basis of the Force Majeure assertion; (b) such observation, performance, or satisfaction shall be excused for the period of days that such observation, performance, or satisfaction is delayed or prevented; and (c) the deadlines for observation, performance, and satisfaction, as applicable, shall be extended for the same period.

22. BOT Statute. This Agreement is intended to be a public-private agreement authorized by the Act. If and to the extent this Agreement is not such a public-private agreement, then this Agreement shall be deemed to: (a) include such terms not otherwise included; and (b) exclude such terms not otherwise excluded; as is necessary to cause this Agreement to be a public-private agreement. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party at any time, the Agreement shall forthwith be amended to make such insertion or correction.

23. Investment Activities with Iran. The Developer represents that it is not engaged in investment activities with Iran as prohibited by Ind. Code §5-22-16.5-8 and §5-23-1-5 and that it is not on the list published and endorsed by the State of Indiana pursuant to Ind. Code §5-22-16.5-9 as a company engaged in investment activities with Iran. The Developer agrees to sign and return the Certification Regarding Investment Activities in Iran contemporaneously with the execution of this Agreement, as required by Indiana Law.

24. Independent Contractor. The Developer shall perform its duties hereunder as an independent contractor and not as an employee of the City. Neither the Developer nor any agent or employee of the Developer shall be or shall be deemed to be an agent or employee of the City. The Developer shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Agreement. The Developer acknowledges that the Developer and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. The Developer shall have no authorization, express or implied, to bind the City to any agreements, liability, or understanding except as expressly set forth herein. The Developer shall be solely responsible for the acts of the Developer, its employees, and agents.

25. Antidiscrimination Provisions. As required by Indiana Code 5-16-6, the Developer agrees: (a) that in the hiring of employees for the performance of the work under this Agreement or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates; (b) that no contractor, subcontractor, nor any

person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of the work under this Agreement on account of race, religion, color, sex, national origin or ancestry; (c) that there may be deducted from the amount payable to the Developer by the City a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement; and (d) that this Agreement may be cancelled or terminated by the City and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the Agreement.

26. Unauthorized Aliens. Developer: (i) shall verify the work eligibility status of all newly-hired employees through the E-Verify Program; and (ii) shall not: (A) knowingly employ, or contract with, an Unauthorized Alien; or (B) retain an employee, or contract with a person, that Developer learns is an Unauthorized Alien. Developer shall execute the E-Verify Affidavit attached hereto and incorporated herein as Exhibit G. To the extent required by Indiana Code § 22-5-1.7, Developer shall require its contractor and each subcontractor to certify to Developer that, at the time of certification, the contractor or such subcontractor: (i) does not knowingly employ, or contract with, any Unauthorized Aliens; and (ii) has enrolled, and is participating, in the E-Verify Program. Developer shall maintain such certifications on file until the construction contract or the applicable subcontract expires or is terminated.

27. Steel and Foundry Products. As required by Ind. Code §5-16-8-2, the Developer shall use only steel and foundry products made in the United States in the performance of the work unless the City has determined, in writing, that the cost of steel or foundry products is considered to be unreasonable. For purposes hereof, the price of steel or foundry products of domestic origin will not be considered unreasonable if the price does not exceed the sum of the offered price of like steel or foundry products of foreign origin (including any applicable duty) plus a differential of 15% of the offered price of the steel or foundry products of foreign origin.

28. Waiver of Jury Trial. To the extent permitted by law, each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or related to this Agreement or the transactions contemplated hereby.

29. Miscellaneous. Subject to Section 19 herein, this Agreement shall inure to the benefit of, and be binding upon, the Developer, the City, and their respective successors and assigns. This Agreement: (a) constitutes the entire agreement among the Developer and the City with respect to the subject matter hereof, and may be modified only by a written agreement executed by the Developer and the City; (b) shall be governed by, and construed in accordance with, the laws of the State of Indiana; and (c) may be executed in separate counterparts, each of which shall be an original, but all of which together shall constitute a single instrument. The parties further acknowledge and agree that this Agreement may be signed and/or transmitted by e-mail or a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology) (collectively, "Electronic Methods"), and that such signed electronic record shall be valid and as effective to bind the party executing this Agreement in such manner as a paper copy bearing such party's handwritten signature. The parties further consent and agree that: (a) to the extent a party signs this Agreement using Electronic Methods, by clicking "SIGN", such party is signing this Agreement electronically; and (b) signatures appearing on this Agreement using

Electronic Methods shall be treated, for purposes of validity, enforceability, and admissibility, the same as handwritten signatures.

Any dispute arising out of this Agreement or out of the parties' relationship shall be litigated in either (1) a state court of competent jurisdiction in Hamilton County, Indiana, or (2) a federal court of competent jurisdiction in the Southern District of Indiana. The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. All exhibits to this Agreement are attached hereto and incorporated herein by reference.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Developer and the City, through their authorized representatives, have executed this Agreement as of the first date written above.

BW CONSTRUCTION, LLC

By: _____

Printed: Dustin Frye

Title: President

CITY OF WESTFIELD, INDIANA

Hon. Scott Willis, Mayor

ATTEST:

Marla Ailor, Clerk Treasurer

INDEX TO EXHIBITS

Exhibit A-1	Depiction of Project Site
Exhibit A-2	Project Description
Exhibit B	Form of GMP Addendum
Exhibit C	Required Insurance Policies (Developer)
Exhibit D	Form of Completion Certificate
Exhibit E	Form of Quitclaim Deed
Exhibit F	Form of Disbursement Request
Exhibit G	E-Verify Affidavit

EXHIBIT A-1
Depiction of Project Site

Legal Description:

TO BE INSERTED AT CLOSING

EXHIBIT A-2
Project Description

All or any portion of the costs of acquisition, construction, rehabilitation, renovation, improvement, and/or equipping of any new buildings, structures and/or real estate to be used by the City primarily to provide fire safety services and other public safety services to and from the Westfield Fire Department in the City, together with ancillary facilities and any related costs, in accordance with the Final Plans.

EXHIBIT B
Form of Addendum to Build-Operate-Transfer Agreement among
BW Construction, LLC and City of Westfield, Indiana

ATTACH GMP UPON FULL EXECUTION

SCHEDULE I
Final Construction Schedule

[Attach Upon Execution]

SCHEDULE II
Final Project Budget (Including Retainage Amounts)

[Attach Upon Execution]

SCHEDULE III
Final Construction Documents

[Attach Upon Execution]

EXHIBIT C
Required Insurance Policies (Developer)

[Attach Upon Execution]

EXHIBIT D
Form of Completion Certificate

COMPLETION CERTIFICATE
Westfield Fire Department Station #85 Project

This Completion Certificate (Westfield Fire Department Station #85 Project) is executed this ____ day of _____, 2025, between BW Construction, LLC (the “Developer”), and the Board of Public Works and Safety of City of Westfield, Indiana (the “City”).

Recitals

WHEREAS, the Developer and the City have executed the Build-Operate-Transfer Agreement (Westfield Fire Department Station #85 Project), dated _____, 2025 (the “BOT Agreement”);

WHEREAS, pursuant to the BOT Agreement, the Developer is obligated to construct a building and related improvements on certain real estate more particularly described on Exhibit A-1 to the BOT Agreement;

WHEREAS, all capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the BOT Agreement;

WHEREAS, as contemplated by the definition of “Substantial Completion,” the City has determined in its sole reasonable discretion that the Project has been completed substantially in accordance with the Final Plans, subject to “punch-list” items identified in connection with the Final Inspection that do not materially affect the use of the Project for its intended use;

WHEREAS, the Developer and the City agree that the Substantial Completion Date has occurred, subject to such “punch-list” items; and

WHEREAS, the BOT Agreement provides that, subsequent to the Substantial Completion Date, the Developer and the City shall execute a certificate of completion.

Certificate

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, each of the Developer and the City certifies and agrees that the Substantial Completion Date occurred on _____.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Developer and the City have executed this Completion Certificate as of the date set forth in the introductory paragraph hereof.

BW CONSTRUCTION, LLC

By: _____

Printed: _____

Title: _____

CITY OF WESTFIELD, INDIANA

Scott Willis, President of the Board
of Public Works

ATTEST:

Marla Ailor, Clerk Treasurer

EXHIBIT E
Form of Quitclaim Deed

QUITCLAIM DEED
Westfield Fire Department Station #85 Project

BW Construction, LLC (the “Grantor”) hereby QUITCLAIMS to the City of Westfield, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, all of Grantor’s right, title, and interest in and to the shell building and related improvements currently located on that certain real estate more particularly described on Schedule I attached hereto and incorporated by reference.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed this _____ day of _____, 2024.

BW CONSTRUCTION, LLC

By: _____

Printed: _____

Title: _____

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for the State of Indiana, personally appeared _____, the _____ of BW Construction, LLC, who acknowledged the execution of the foregoing Quitclaim Deed (Westfield Fire Department Station #85 Project) on behalf of such entity.

WITNESS my hand and Notarial Seal this ____ day of _____, 20__.

By: _____

Printed: _____

I am a resident of _____ County, Indiana.

My commission expires _____.

This instrument was prepared by Cameron G. Starnes, Taft Stettinius & Hollister LLP. 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.

SCHEDULE I
Legal Description

[To be filled out upon completion of the Project]

EXHIBIT F
Form of Disbursement Request

Disbursement Request No. _____
Westfield Fire Department Station #85 Project

The undersigned hereby states and certifies that:

- (a) He/She is the authorized representative of BW Construction, LLC (the “Developer”) and, as such, is: (i) familiar with the facts herein certified; and (ii) authorized to make the certifications set forth herein;
- (b) Pursuant to the BOT Agreement executed by and among the Developer and the City of Westfield, Indiana (the “City”), dated _____, 2025 (the “BOT Agreement”), the undersigned hereby requests that the City disburse to the payees set forth on the attached Schedule I the amounts set forth on Schedule I for the purposes set forth on Schedule I;
- (c) The Project Costs being paid pursuant to Schedule I have not been paid previously with a disbursement;
- (d) No Event of Default by the Developer has occurred and is continuing under the BOT Agreement;
- (e) This statement constitutes the approval of the Developer of each disbursement hereby requested and authorized; and
- (f) As provided in the BOT Agreement, the City may accept and rely on the truth and accuracy of the statements set forth herein.
- (g) [City to add additional items.]

All capitalized terms used but not defined in this request shall have the meanings ascribed to such terms in the BOT Agreement.

In accordance with the provisions of the BOT Agreement, the Developer has caused this Disbursement Request to be signed on its behalf this _____ day of _____, 20__.

BW CONSTRUCTION, LLC, as Developer

By: _____

Printed: _____

Title: _____

Date: _____



[For completion by City]

Approved by:

CITY OF WESTFIELD, INDIANA

By: _____

Printed: _____

Title: _____

SCHEDULE I
Project Fund Disbursements

<u>Item Number</u>	<u>Payee Name and Address</u>	<u>Purpose of Obligation</u>	<u>Amount</u>
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EXHIBIT G
E-Verify Affidavit

Pursuant to Ind. Code 22-5-1.7-11, the Developer (as hereinafter defined) entering into the Build-Operate-Transfer Agreement (Westfield Fire Department Station #85 Project) dated as of _____, 2025, among BW Construction, LLC (the “Developer”) and City of Westfield, Indiana (the “City”), is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. The Developer is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program if the E-Verify Program no longer exists.

The undersigned, on behalf of the Developer, being first duly sworn, deposes and states that the Developer does not knowingly employ and unauthorized alien. The undersigned further affirms that, prior to entering into its Agreement with the City, the undersigned Developer will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify Program.

IN WITNESS WHEREOF, the Developer has executed this E-Verify Affidavit as of the date set forth below.

BW CONSTRUCTION, LLC

By: _____

Printed: _____

Title: _____

Date: _____

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for the State of Indiana, personally appeared _____, the _____ of BW Construction, LLC, who acknowledged the execution of the foregoing E-Verify Affidavit on behalf of such entity.

WITNESS my hand and Notarial Seal this ____ day of _____, 20__.

By: _____

Printed: _____

I am a resident of _____ County, Indiana.

My commission expires _____.

**AGREEMENT BETWEEN THE CITY OF WESTFIELD, INDIANA AND
THE DOWNTOWN WESTFIELD COMMUNITY DEVELOPMENT CORPORATION**

The City of Westfield, Indiana (“City”) and the Downtown Westfield Community Development Corporation (“DWCDC” and together the “Parties”) enter into this Agreement (“Agreement”) concerning the City’s performance of general administrative, managerial, and related services for the benefit of the DWCDC.

WHEREAS, the City is a municipal corporation within the State of Indiana, governed by its duly elected Mayor and Common Council;

WHEREAS, the DWCDC is an Indiana nonprofit corporation providing economic development and redevelopment support and assistance in and around the City, including, among other things, enhancing and beautifying public areas and facilities and generally upgrading the effectiveness of the infrastructure in and around the City;

WHEREAS, the DWCDC requires administrative and managerial support to ensure efficient operation;

WHEREAS, the Parties desire to enter into this Agreement whereby the City will perform the Services (as defined herein) for the benefit of the DWCDC, in exchange for just compensation; and

WHEREAS, the Parties anticipate a savings or reduction in reasonably foreseeable expenses because of this Agreement.

NOW, THEREFORE, the Parties do agree as follows:

Section 1. Recitals. The Recitals are essential to this Agreement and are specifically incorporated by reference.

Section 2. Purpose. This Agreement formalizes respective responsibilities, agreements, and commitments related to the City's performance of the Services for the benefit of the DWCDC.

Section 3. Representations and Warranties. Each Party represents to the other Party that it has all requisite power, authority, and legal right to enter into and carry out the obligations set forth in this Agreement, and that it will execute this Agreement by an authorized representative, on which execution this Agreement will constitute a valid, legally binding obligation of the Party, enforceable by its terms.

Section 4. Definitions.

(a) As used herein, the term "Services" shall mean: general administrative and managerial support services including coordinating property management and maintenance for DWCDC Properties; preparing documentation necessary for the DWCDC's operation; administrative and secretarial work to support DWCDC meetings; strategic and advisory services related to the business and financial operations of the DWCDC; and other related or similar services as the Parties may agree upon in writing.

(b) As used herein, the term “DWCDC Properties” shall mean: on any specific date, all real properties owned in fee simple by the DWCDC and located within the City limits.

Section 5. Obligations of City. The City agrees to:

(a) Perform the Services for the benefit of the DWCDC, and be financially responsible for all costs necessary for equipment and staffing to provide the Services.

(b) Reasonably cooperate with the DWCDC on the terms and conditions of this Agreement.

(c) Designate a City employee to act as a liaison with the DWCDC.

Section 6. Obligations of DWCDC. The DWCDC agrees to:

(a) Pay the City an amount of twelve thousand dollars (\$12,000) annually, on or before January 31 of each year, to support the cost of provision of the Services.

(b) Reasonably cooperate with the City on the terms and conditions of this Agreement.

(c) Appoint a representative to act as a liaison with City.

Section 7. Property. The Parties agree that there will be no acquiring, holding, or disposing of any real or personal property under this Agreement. During and after the term of this Agreement, real and personal property of the City shall remain property of

the City and real and personal property of the DWCDC shall remain property of the DWCDC.

Section 8. Dispute Resolution. The Parties shall resolve any disputes that may arise under this Agreement through the Parties' respective executive officers or their designees. If the Parties cannot resolve their claims through the executive officers or their designees, the Parties must seek to resolve their claims by mediation. The Parties shall equally share the costs of the mediator. The mediation shall be held in Westfield, Indiana unless another location is agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction. The Parties agree that the exclusive and sole venue for any claim arising out of or relating to this Agreement will be any court of competent jurisdiction in Hamilton County, Indiana.

Section 9. Term and Termination of Agreement. This Agreement shall be effective upon the execution by both Parties and shall remain in effect for two (2) years from the effective date, subject to earlier termination as provided below. This Agreement will automatically renew for one (1) year periods, subject to earlier termination as provided below. During any term, this Agreement may be terminated without cause by either Party at any time, upon sixty (60) days prior written notice to the other Party.

Section 10. Notices. Any notice or documentation required to be submitted by the Parties shall be submitted to the following address(es):

City of Westfield
ATTN: Legal Department
2728 E 171st Street
Westfield, Indiana 46074

Downtown Westfield Community
Development Corporation
ATTN: President
1 Indiana Square
Suite 2300
Indianapolis, IN 46204

Section 11. Non-Discrimination. The Parties and any subcontractors agree that they 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 considered a material breach of this Agreement.

Section 12. Governing Law. This Agreement is governed by the laws of the State of Indiana. The Parties submit to the jurisdiction of Hamilton County, Indiana courts and waive any object to venue.

Section 13. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provision(s) shall continue in full force and effect.

Section 14. Interpretation. This Agreement constitutes the entire agreement between the Parties on the subject matter and there are no other terms, statements, obligations, or representations, oral or otherwise, of any nature on the subject matter. The Parties may not alter, amend, modify, or otherwise change this Agreement in any respect except by a writing duly executed by each Party.

Section 15. Independent Contractor. No part of this Agreement shall be construed to represent the creation of an employment, agency, partnership, or joint venture agreement between the City and the DWCDC. Employees and agents of the City are not employees or agents of the DWCDC because of this Agreement, and vice versa.

Section 16. Indemnification. The DWCDC shall defend, indemnify, and hold harmless the City and every past, present, and future official, representative, subsidiary, parent, division, affiliate, officer, director, employee, attorney, predecessor, and successor, both individually and in their representative capacities from and against all third party claims, demands, litigation, and losses arising out of or concerning: (a) the failure of DWCDC to observe and perform any of its obligations under this Agreement; and/or (b) any intentional or negligent act or omission by DWCDC.

Section 17. Insurance. Before the City's performance of the Services for the benefit of the DWCDC, the DWCDC will provide the City with a Certificate of Insurance naming the City as an additional insured, in an amount and form acceptable to and approved by the City and the City will provide the DWCDC with a Certificate of

Insurance naming the DWCDC as an additional insured, in an amount and form acceptable to and approved by the DWCDC. The approved coverages and limits will continue throughout the term of this Agreement.

Section 18. Non-Appropriation. The Parties acknowledge that the City is a governmental entity whose funds are subject to appropriation by its fiscal body. Thus, if the City's fiscal body should fail to appropriate funds sufficient to support performance of the Services, this Agreement will become null and void. The City shall not have to perform unless the fiscal body appropriates sufficient funds.

Section 19. Assignment. Neither Party hereto may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement to any third party.

Section 20. Waiver. The failure of a Party to require performance of any provision will not affect that Party's right to require performance at any time after, nor will a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

Section 21. Construction. The language of this Agreement shall be construed as a whole, according to its fair meaning and intendment, and not strictly for or against any Party, no matter who drafted or was principally responsible for drafting this Agreement or any specific term, provision, or condition. This Agreement is deemed to have been drafted by both Parties.

Section 22. Counterparts. This Agreement may be executed in counterparts.

CITY OF WESTFIELD, INDIANA

_____ Date

_____ [printed name]

Title: _____

DOWNTOWN WESTFIELD COMMUNITY DEVELOPMENT CORPORATION

_____ Date

_____ [printed name]

Title: _____

ACCEPTANCE

WHEREAS, the foregoing Grantor has this day filed with the City of Westfield Indiana, its dedication of certain real estate for the purpose of establishing City rights-of-way, which Dedication is hereinabove set forth:

AND WHEREAS, the City of Westfield, is of the opinion that said Dedication is desirable and necessary.

NOW THEREFORE, said City of Westfield, under and by virtue of the power conferred upon it by statutes of the State of Indiana, for and on behalf of the City, accepts said Dedication for the purpose of public rights-of-way, and orders that the Instrument of Dedication be recorded in the Recorder’s Office of the County of Hamilton, State of Indiana, and said described real estate is hereby declared open and dedicated.

WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY

Voting For

Voting Against

Abstain

Scott Willis

Scott Willis

Scott Willis

Chuck Lehman

Chuck Lehman

Chuck Lehman

Nick Barbknecht

Nick Barbknecht

Nick Barbknecht

ATTEST:

Patricia Leuteritz, Public Works Administrator

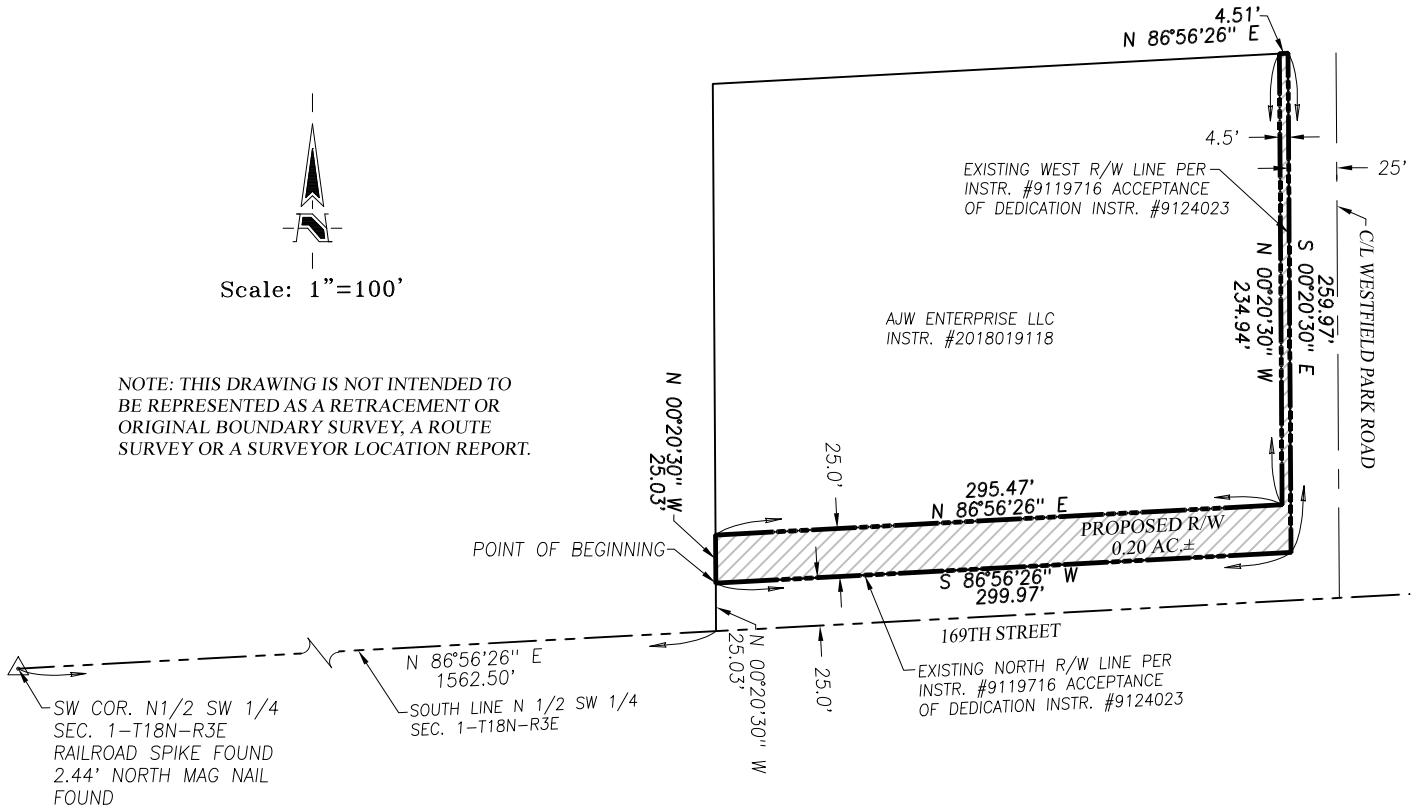
This document prepared by
City of Westfield

EXHIBIT



Scale: 1"=100'

NOTE: THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT.



PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 18 NORTH, RANGE 3 EAST IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 1; THENCE NORTH 86 DEGREES 56 MINUTES 26 SECONDS EAST ON THE SOUTH LINE OF THE NORTH HALF OF SAID QUARTER SECTION, A DISTANCE OF 1562.50 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 30 SECONDS WEST 25.03 FEET TO THE EXISTING NORTH RIGHT OF WAY LINE OF 169TH STREET PER INSTRUMENT NO. 9119716 AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 00 DEGREES 20 MINUTES 30 SECONDS WEST, 25.03 FEET; THENCE NORTH 86 DEGREES 56 MINUTES 26 SECONDS EAST, 295.47 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 30 SECONDS WEST, 234.94 FEET; THENCE NORTH 86 DEGREES 56 MINUTES 26 SECONDS EAST, 4.51 FEET TO THE EXISTING WEST RIGHT OF WAY LINE OF WESTFIELD PARK ROAD PER INSTRUMENT NO. 9119716; THENCE SOUTH 00 DEGREES 20 MINUTES 30 SECONDS EAST, ALONG SAID WEST RIGHT OF WAY LINE, 259.97 FEET TO THE AFORESAID NORTH RIGHT OF WAY OF 169TH STREET; THENCE SOUTH 86 DEGREES 56 MINUTES 26 SECONDS WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID 169TH STREET, 299.97 FEET TO THE POINT OF BEGINNING, CONTAINING 0.20 AC. MORE OR LESS.

Prepared: July 11, 2025

For: Gary McHugh

Chad L. Brown
 Chad L. Brown, Registered Land Surveyor, Indiana #LS21100002
 Job #25-29350
 Client: Luke Adams



LAND OWNER
 AJW ENTERPRISE LLC
 P.O. BOX 715
 WESTFIELD, IN 46074
 INSTR. NO. 2018019118

	<p>Exhibit for - 1030 E. 169TH STREET, WESTFIELD, IN 46074</p>	<p>SHEET</p>	
	<p>HAHN SURVEYING GROUP, INC.</p> <p>LAND SURVEYORS - Established in 1975 8925 N. Meridian Street, Suite 120 Indianapolis, IN 46260 www.hahnsurveying.com - Phone: (317) 846-0840</p>		<p>1 OF</p>
	<p>DRAWING BY: EWD</p>	<p>CHECKED BY: CLB</p>	<p>1 25-30065</p>

Cross Reference: Instrument No. 2012029137

PARTIAL TERMINATION OF EASEMENT

THIS PARTIAL TERMINATION OF EASEMENT (this “Partial Termination”) is made as of the ____ day of August, 2025 (the “Effective Date”).

RECITALS

WHEREAS, a Perpetual Highway Easement in favor of the City of Westfield, Indiana was executed by D&W Farms, Inc., an Indiana corporation, on May 24, 2012 and recorded May 29, 2012 in the Office of the Recorder of Hamilton County, Indiana as Instrument Number 2012029137;

WHEREAS, among other easements, the Perpetual Highway Easement granted the 60’ drainage easement depicted on Exhibit A attached hereto (“Drainage Easement”);

WHEREAS, the City of Westfield, Indiana wishes to release and terminate the Drainage Easement, but not the remaining areas of the Perpetual Highway Easement. The City of Westfield, Indiana does not release, abandon, or discharge any other interest in the subject property that the City of Westfield, Indiana may have acquired by other means.

TERMINATION

NOW THEREFORE, in consideration of the foregoing, the City of Westfield, Indiana hereby releases and terminates the Drainage Easement. All other easements granted to the City of Westfield, Indiana in said Perpetual Highway Easement shall remain in effect.

[Remainder of page intentionally blank; signature pages follow.]

CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services (“Vendor Contract”) is made and entered into as of the 20th day of August 2025, by and between City of Westfield (“Contracting Party”) and Midwest Paving, LLC (“Vendor”).

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

- A. **Basic Terms.** This Vendor Contract is on the following basic terms and conditions:
- (a) Goods and/or services provided by Vendor: (See Exhibit B attached hereto and made a part hereof).
 - (b) Location: The east side of Grassy Branch Road, 350’ north of Grassy Knoll Road. (the “City Property”)
 - (c) Date by which the Services shall be completed: To start August 25, 2025 and complete by October 31, 2025 (the “Completion Date”).
 - (d) Purchase Price: One Hundred Three Thousand Six Hundred Twelve Dollars and 00/100, \$103,612.00 (see Proposal dated 07.31.25 - Exhibit B).
 - (e) The Contracting Party provides two payment options to vendors for payment of approved invoiced amounts. They are as follows:
 - a. Option #1: Traditional – Invoices shall be payable within forty-five (45) days following Contracting Party’s receipt and approval of an invoice at the address specified below.
 - b. Option #2: Preferred – Invoices are payable within 7 days following Contracting Party’s receipt and approval of an invoice at the address specified below if vendor accepts MasterCard.
 - (f) The Contract Documents include:
 - a. This Goods and Services agreement
 - b. “Contract and Specifications for Grassy Branch Road Perimeter Trail Extension” dated July 7, 2025 inclusive of all sections and appendixes.

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

(g) Addresses:

If to Contracting Party (other than Invoices): Invoice Address:

City of Westfield
Department of Public Works
Attn: Michael Pearce
2728 East 171st Street
Westfield, Indiana 46074

mpearce@westfield.in.gov w/ CC to
ap@westfield.in.gov or
City of Westfield
Attn: Accounts Payable
2728 East 171st Street
Westfield, Indiana 46074

If to Vendor:

Midwest Paving, LLC
11827 Greenfield Avenue
Noblesville, Indiana, 46060

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

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

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

CONTRACT TERMS AND CONDITIONS

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

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

changes promptly. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by Contracting Party after receipt of documentation in such form and detail as Contracting Party may reasonably require.

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

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

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

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

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

such lien or obtain such bond, all at Vendor's sole cost and expense. Vendor shall indemnify and hold harmless Contracting Party from and against any and all liability, loss, judgments, costs and expenses, including reasonable attorneys' fees, incurred by Contracting Party in connection with any such lien.

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

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

10. **REQUIRED INSURANCE AND INDEMNIFICATION:**

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

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

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

- (b) The insurance shall be procured from companies authorized to do business in the state of Indiana. Except as otherwise expressly set forth herein, coverage shall be on an occurrence basis. All insurance procured or maintained by Vendor on which the Contracting Party is an additional insured, shall be primary. Any insurance maintained by Contracting Party shall be considered excess and non-contributory. Vendor shall permit Contracting Party to examine the actual policies upon request at the Vendor's offices where the policy is stored.
- (c) A Certificate of Insurance acceptable to Contracting Party shall be submitted to Contracting Party prior to commencement of any work hereunder, including, without limitation, a certificate issued by the Industrial Board or other appropriate agency in the State of Indiana showing that the Worker's Compensation and other employee benefit insurance is in full force and effect. Each insurer shall possess an A.M. Best's rating of no less than A-VIII as of inception of this Contract. The Certificate of Insurance shall contain a provision that coverage shall not be canceled unless at least thirty (30) days' prior written notice has been given to Contracting Party. The Certificate of Insurance shall name the Contracting Party as an additional insured with respect to all but the Worker's Compensation, Employee Liability, and Professional Liability coverage. The additional insured endorsement shall state that coverage is afforded the additional insured as primary and non-contributory. In addition, each Certificate of Insurance shall provide that the Certificate Holder is the Contracting Party, c/o City of Westfield. Vendor shall not have earned any fees nor be due any payments hereunder unless and until such Certificate of Insurance is received by Contracting Party.
- (d) Vendor shall indemnify and hold harmless Contracting Party, and its employees from and against any and all liability, claim, damage, loss or expense (including, without limitation, court costs and reasonable attorneys' fees) to the extent caused by any negligence of the Vendor, its employees or sub Vendors, in the performance of the services under this contract, but not to the extent arising directly out of the negligence of Contracting Party. This subparagraph (d) shall survive the expiration or termination of this Contract.
- (e) Without limiting anything set forth in this paragraph 10, the following additional insurance coverage limits are required for the professional engineering services specifically required by the scope of the contracted goods and services: \$1,000,000 per claim and \$1,000,000 general aggregate professional liability, with retroactive coverage to the earlier of date of execution of Contract and

commencement of any work and coverage for a minimum period of two (2) years after professional services completion.

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

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

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

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

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

15. **GOVERNMENT COMPLIANCE**: Vendor agrees to comply with all present federal, state and local laws, orders, rules, regulations, codes and ordinances which may be applicable to Vendor's performance of its obligations under this Contract, and all provisions required thereby to be included herein, are hereby incorporated by reference. Vendor agrees to indemnify and hold harmless Contracting Party from and against any loss, damage, liability, cost or expense (including, without limitation, attorneys' fees) resulting from any violation of such laws, orders, rules, regulations, codes or ordinances by Vendor.

16. **NO IMPLIED WAIVER**: The failure of either party at any time to require performance by the other party of any provision of this Vendor Contract shall in no way affect the

right to require such performance by any time thereafter, nor shall the waiver of either party of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision.

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

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

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

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

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

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

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

Agreement on behalf of the Contracting Party stipulates that they have executed this Agreement with the proper authority duly granted to bind that respective Contracting Party.

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

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

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

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

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

EXECUTED this _____ day of _____, 2025.

Contracting Party:

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

Signature

Printed Name

Title

Date

Vendor:

Midwest Paving, LLC
11827 Greenfield Avenue
Noblesville, Indiana, 46060



Signature

Matt Kelley

Printed Name

President

Title

8/20/2025

Date

EXHIBIT A

Project Rules

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

SITE ACCESS

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

LIMITED CITY OCUPANCY (If Applicable)

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

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

MATERIAL MANAGEMENT PLAN

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

CLEAN UP

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

WORK HOURS

- ❑ It is the expectation of City that ALL Contractors and subcontractors limit work to normal business working hours, Monday through Friday, unless otherwise required or approved in advance by City.
- ❑ The Work of this Project shall be accomplished during normal working hours and days. Contractors planning to work on weekends or observed holidays must schedule with the authorized Owner agent, no later than 48 hours prior to the anticipated work day.
- ❑ Normal working hours and days are defined as:
 - Mondays through Fridays, 7:00 a.m. to 6:00 p.m. (typical)
 - Weekends (Saturday and Sunday), as scheduled and approved in advance by the City.
 - No work shall be performed on days of normal observance of the following holidays:
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day and the Friday following
 - Christmas Day
- ❑ Requests for work on non-normal work days or outside the defined normal working hours of this project, does not constitute an approval of said request and may need to be rescheduled to provide adequate security and supervision as required by Contract.

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

PUBLIC ACCESS AND SAFETY

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

SITE DECORUM

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

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

PARKING

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

UTILITY COORDINATION

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

USE OF ROADWAYS AND PATHS

- ❑ Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- ❑ Use of the City Park paths or perimeter trails, including those at Grand Park, is discouraged but we understand that in many cases cannot be avoided. Please coordinate in advance any vehicle or equipment size and weight with the City prior to mobilizing on site.
- ❑ Where materials are transported in the performance of this Work, do not load vehicles beyond the capacity recommended by the manufacturer of the vehicles or prescribed by any applicable state or local law or regulation.
- ❑ Provide protection against damage whenever it is necessary to cross existing paths, sidewalks, curbs, and gutters on the City project. Repair and make good at the expense of Contractor all damages thereto, including damage to existing utilities and paving, arising from the operations under the Contract.

- ❑ Access onto any athletic field at Sports Campus at Grand Park or onto any City owned property with irrigation installed is strongly discouraged. Contractor shall protect all playing surfaces and site utilities that could be compromised by the construction activities of the Contractor.
- ❑ Truck staging is not allowed on any City street surrounding the Project.
- ❑ Promptly clean all public right-of-ways should dirt or other debris from site be deposited on roads and streets by the Contractor or vehicles used to deliver or conduct the scope of this agreement.
- ❑ It is the responsibility of ALL Contractors to provide flag person(s) at pedestrian crossings of construction equipment at right of ways or pedestrian paths one hundred percent of the time such equipment is operating.

TRAFFIC CONTROL

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

CRANES & HOISTING

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

TEMPORARY SHORING AND BRACING

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

TEMPORARY BARRICADES

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

CONSTRUCTION SIGNAGE

- ❑ Advertising Signage: The use of Contractor/subcontractor advertising signage is strictly prohibited.
- ❑ No ground-mounted signage is allowed on the project site without the expressed written consent of the City.
- ❑ Signage is authorized on construction trailers and corporate-owned equipment and vehicles. Such signage cannot exceed 6' by 4' (24 square feet) in size. Trailers in violation shall be removed from the site by the Contractor and the Contractor shall have the site storage privileges revoked
- ❑ Signage to be fabricated from new materials and constructed from materials able to withstand construction use/abuse and exposure based upon its proposed installation location for its intended use.

❑ Project Specific Signage:

- ALL signage shall be as approved by the City and the authority having jurisdiction.
- All employee personnel informational signage shall be bilingual (English and Spanish) as requested by the City.
- All project specific signage shall include the City logo and project name incorporated into the design of each sign for the project.

TEMPORARY FACILITIES

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

RUBBER TIERED EQUIPMENT

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

REMOVAL OF TEMPORARY FACILITIES

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

VIOLATIONS

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

GENERAL SAFETY PRECAUTIONS

- ❑ Safe working practices shall be observed at **all times**. The safety of your employees, the buildings and the work site is considered to be paramount. All work shall be conducted and completed by the guidelines set forth by the Federal, Local and State Authorities.
- ❑ The City of Westfield is a "Safe City". Any worker or person on a jobsite shall have 100% protection as defined by OSHA for the hazards that they may be exposed. This includes but is not limited to 100% eye protection, hard hat and hi-visibility vest at all times when on-site.
- ❑ Proper gloves are to be used to limit abrasions and cuts. Hearing protection shall be accessible to employees and used whenever exposed to noises that require such protective devices.
- ❑ Fall protection shall be worn, observed or employed when working at a height greater than 6' unless approved in writing by the City and OSHA/IOSHA. This fall protection directive is to be used at all times and includes activities utilizing articulating boom lifts, scissors lifts, ladders, scaffolding and any other activity where workers are exposed to a fall and shall comply with the provisions of OSHA and IOSHA.
- ❑ Any and all "Hot Work" shall have an appropriate fire extinguisher immediately accessible and be pre-approved by the City officials.

- ❑ All electrical service shall be properly protected with a GFCI, including the use of extension cords on permanent power.
- ❑ Eye protection shall be worn at all times when cutting, grinding, chipping, drilling or using power actuated tools.
- ❑ Safety manuals and MSDS sheets must be turned in to the assigned City representative prior to commencing work on site. These manuals are still to be maintained by the Contractor on site for use and reference by any authority having jurisdiction.
- ❑ The City of Westfield is a “Safe City”. In the event of an accident or near-miss, the employees involved may be required to perform a drug and alcohol screening prior to being able to continue working on site.

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

EXHIBIT B

See attached Proposal dated July 31, 2025

ITEMIZED PROPOSAL

ID	ITEM NO.	DESCRIPTION	UNIT	Estimated Quantities	Unit Prices	Total
1	110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1	\$ 19,375.00	\$ 19,375.00
2	202-02279	CLEARING RIGHT OF WAY	LS	1	\$ 3,500.00	\$ 3,500.00
3	203-02000	COMMON EXCAVATION	CYS	100	\$ 200.00	\$ 20,000.00
4	203-02070	BORROW	CYS	20	\$ 80.00	\$ 1,600.00
5	205-06937	TEMPORARY SILT FENCE	LFT	300	\$ 6.50	\$ 1,950.00
6	301-12234	COMPACTED AGGREGATE NO. 53	CYS	116	\$ 50.00	\$ 5,800.00
7	402-99999	HMA, TYPE B, SURFACE, 12.5mm	TON	54	\$ 175.00	\$ 9,450.00
8	604-08086	CURB RAMP, CONCRETE	SYS	12	\$ 600.00	\$ 7,200.00
9	604-12083	DETECTABLE WARNING SURFACES	SYS	3	\$ 304.00	\$ 912.00
10	801-06203	MAINTENANCE OF TRAFFIC	LS	1	\$ 6,500.00	\$ 6,500.00
11		PATHWAY RESTORATION -- SEED	SFT	1800	\$ 5.00	\$ 9,000.00
12		GEOGRID, TYPE 1B	SYS	120	\$ 2.00	\$ 240.00
13		PIPE END SECTION, REMOVE	EA	1	\$ 350.00	\$ 350.00
14		PIPE, RCP, 12"	LFT	30	\$ 200.00	\$ 6,000.00
15		PIPE END SECTION, NEW	EA	1	\$ 2,000	\$ 2,000.00
16		CURB AND GUTTER, CONCRETE	LFT	115	\$ 75.00	\$ 8,625.00
17		ROLLED CURB, REMOVE	LFT	25	\$ 30.00	\$ 750.00
Total						\$ 103,612.00

Quote Amount in words for Grassy Branch Road Perimeter Trail Extension:

One hundred three thousand, six hundred twelve dollars and 00/100

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

It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of 60 days from the date of receiving proposals by the City of Westfield, Indiana.

Respectfully submitted,

Midwest Paving, LLC

Contractor

(Individual) (Partnership)
or (Corporation X)

By



Title President

Dated:

July 31st, 2025

Address 11827 Greenfield Avenue,

Noblesville, IN 46060

Attachment 1

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

Attachment 2

The Affidavit of Employee Status shall be signed and notarized.

AFFIDAVIT OF EMPLOYEE STATUS


Re: Project – Oak Ridge Road Perimeter Trail Extension

WHEREAS, the City of Westfield, Hamilton County, Indiana, hereinafter referred to as the “City” is in the process of construction work on the Oak Ridge Road Perimeter Trail Extension project, hereinafter referred to as the “Project”;

WHEREAS, Midwest Paving LLC, hereinafter referred to as the “Vendor”, is the general contractor of the above reference project; and

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

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



Signature:
Matt Kelley

Printed Name:



Signature:
Sean Rizer

Printed Name:

STATE OF INDIANA:

SS:

COUNTY OF Hamilton :

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

Witness my hand and Notarial Seal this 20 day of August, 2025

Matt Kelley
Signature

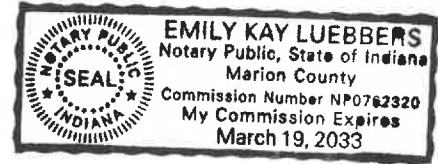
Matt Kelley
Printed Name

My Commission expires 03/19/2033

I am a resident of Marion County.

CITY OF WESTFIELD BY:

Johnathon Nail, P.E., Director of Public Works



STATE OF INDIANA:

SS:

COUNTY OF HAMILTON:

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

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

Signature

Printed Name

My Commission expires _____

I am a resident of _____ County.

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

Attachment 3

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



Invoice Date:	
Invoice or App Number:	

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

Westfield Project Name:	Grassy Branch Road Perimeter Trail Extension
Westfield Project Number:	
Westfield Project Manager:	Michael Pearce
Westfield PO Number:	

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

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

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is entered into as of this ____ day of _____, 2025, (hereinafter referred to as the "effective date of the Agreement"), by and between VS Engineering, Inc. hereinafter called the CONSULTANT located at 4275 N. High School Rd, Indianapolis, Indiana, 46254 and City of Westfield, hereinafter called "Client," located at 2728 East 171st Street, Westfield, Indiana, 46074.

WITNESSETH

WHEREAS, the Client is authorized to make and enter into all contracts or agreements which it determines are necessary or incidental to the performance of its duties and to the execution of the purposes of and the powers granted by the State of Indiana;

WHEREAS, in accordance with its procurement procedures, the Client has determined that it desires to hire CONSULTANT to perform Topographic Survey and complete Engineering Design and Construction Plans for a roundabout intersection improvement at Grand Park Blvd. and John Dippel Blvd., as set forth herein; and

WHEREAS, THE CONSULTANT desires to assist the Client as provided herein;

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein set forth, and the undertakings of each party to the other, the Client and THE CONSULTANT, acting as aforesaid and each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

I. SCOPE OF SERVICES

THE CONSULTANT shall, in a professional manner, perform the services set forth in Exhibit A, attached to this Agreement.

II. COMPENSATION

A. THE CONSULTANT shall be compensated as set forth in Exhibit B for services rendered under this Agreement.

B. THE CONSULTANT shall promptly bill Client for all professional fees and expenses incurred on a monthly basis, and Client shall make payment in full to THE CONSULTANT within 30 days of the date of each invoice.

C. If the Client does not make payment in full to THE CONSULTANT within 90 days of the date of an invoice, THE CONSULTANT may suspend services upon 7 days written notice on the basis of non-performance on the part of the Client. When all payments due have been made, THE CONSULTANT will continue its services.

III. PERIOD OF PERFORMANCE

THE CONSULTANT agrees to commence performance of services hereunder upon receipt of a written "Notice to Proceed." Client recognizes that THE CONSULTANT's work and the completion thereof may be conditioned upon Client's review of THE CONSULTANT's work and/or the timely performance and

completion of certain activities by Client. THE CONSULTANT shall not be held liable for delays in performance of services hereunder that arise from causes beyond THE CONSULTANT's reasonable control and without its fault or negligence.

IV. CLIENT RESPONSIBILITY

- A. Client shall identify and coordinate all services to be performed hereunder.
- B. Client will verify that THE CONSULTANT has a complete understanding of the scope of services to be performed hereunder. Client shall provide THE CONSULTANT, in a timely fashion, all information reasonably required for the performance of the services by THE CONSULTANT to be performed hereunder.
- C. Client shall upon execution of the Agreement, designate **Johnathon Nail, Director of Public Works**, as coordinator of the project described herein and of the professional services to be performed under this Agreement.
- D. Client shall provide THE CONSULTANT with reasonable access to the premises necessary for the performance of the services required under this Agreement.

V. INDEPENDENT CONTRACTOR

It is understood and agreed that THE CONSULTANT shall provide services under this Agreement as an independent contractor and that during the performance of services under this Agreement, THE CONSULTANT's employees shall not be considered employees of the Client.

VI. TERMINATION

It is hereby agreed that if either party should fail materially to fulfill its obligations under this Agreement, the other party may notify the breaching party of the intent to terminate the contract, in whole or in part, if the breach is not cured as provided in this Article. Such notice to the breaching party shall be given, in the manner required in Article XI of this Agreement, thirty (30) days prior to the effective date of the intended termination and shall identify the breach to be cured. The breaching party shall have thirty (30) days from receipt of the notice to cure the breach identified in the notice. The failure to cure the breach within thirty (30) days shall entitle the nonbreaching party to terminate the Agreement at the end of thirty (30) days. THE CONSULTANT shall use reasonable efforts to minimize fees and expenses upon giving or receiving notice of any intended termination. Client shall pay THE CONSULTANT all fees and expenses accrued for services rendered up to the effective date of any termination.

VII. INSURANCE

THE CONSULTANT shall maintain at THE CONSULTANT's own expense (1) Comprehensive General Liability Insurance, (2) Professional Liability Insurance for negligent acts, errors and omissions and (3) Worker's Compensation Insurance which insurance shall provide coverage for liabilities or claims for damages resulting from services performed or undertaken by THE CONSULTANT hereunder. Certificates of Insurance shall be furnished to Client upon request of Client.

VIII. CHANGES

Changes or amendments to this Agreement may be made only in writing signed by a duly authorized representative of each of the parties. Changes in scope of the project dictated by the Client and changing conditions of law or schedule delays or other events beyond THE CONSULTANT's reasonable control will require contract price and/or date of performance revisions to reflect such changes or delays.

IX. ASSIGNMENT AND DELEGATION

Neither party shall assign or delegate this Agreement or any right, duties or obligations hereunder to any person and/or entity without prior express written approval to the other.

X. TRADEMARK AND TRADE NAME

Notwithstanding any other provision of this Agreement, neither party shall have the right to use the trademark or trade name of the other without prior written approval of the other.

XI. NOTICES

All notices shall be in writing and be deemed to be given or made when delivered by hand or by regular U.S. mail as follows:

- A. Notices to THE CONSULTANT shall be addressed to: Sanjay B. Patel, P.E., President, 4275 N. High School Rd, Indianapolis, Indiana, 46254.
- B. Notices to the Client shall be addressed to: Johnathon Nail, Public Works Director, 2728 East 171st Street, Westfield, Indiana, 46074.

XII. GENERAL PROVISIONS

- A. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of no further force or effect. This agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- B. Conflict: In the event of any conflict, ambiguity or inconsistency between this Agreement and any other document which may be annexed hereto, the terms of this Agreement shall govern.
- C. Waiver: No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this agreement, or to exercise any option of election herein contained, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue and remain in full force and effect, and no waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be waiver of any prior or subsequent

rights or remedy hereunder or at law. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

- D. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the applications of such term or provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- E. Captions: Captions and paragraph headings are inserted only as a matter of convenience and in no way define, limit, or describe the scope or intent of this Agreement.
- F. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

XIII. ENGAGING IN ACTIVITIES WITH IRAN

By signing this Agreement, THE CONSULTANT certifies that it is not engaged in investment activities in the country of Iran as forth in I.C.5-22-16.5.

XIV. NON-DISCRIMINATION

THE CONSULTANT agrees:

- A. That in the hiring of employees for the performance of work under this Agreement or any subagreement hereunder, no consultant, or subconsultant, nor any person acting on behalf of such consultant, or subconsultant, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;
- B. That no consultant, subconsultant, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, religion, color, sex, national origin or ancestry;
- C. That the Client may deduct from the amount payable to THE CONSULTANT a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Agreement;
- D. If there is a second or any subsequent violation of the terms or conditions of this section, then this Agreement may be cancelled or terminated by the Client and all money due or to become due hereunder will be forfeited.

XV. EMPLOYMENT ELIGIBILITY VERIFICATION

THE CONSULTANT affirms it does not knowingly employ unauthorized aliens. THE CONSULTANT shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in I.C. 22-5-1.7-3. THE CONSULTANT is not required to participate should the E-Verify program cease to exist. THE CONSULTANT shall not knowingly employ or contract with any unauthorized

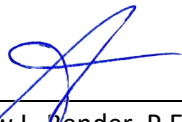
alien. THE CONSULTANT shall not retain an employee or contract with a person whom THE CONSULTANT learns is an unauthorized alien. THE CONSULTANT shall require all of its subconsultants, who perform work under this Agreement to certify to THE CONSULTANT that the subconsultant does not knowingly employ or contract with unauthorized aliens and that the subconsultant has enrolled and is participating in the E-Verify program. However, the subconsultant is not required to participate if the subconsultant is self-employed and does not employ any employees. THE CONSULTANT agrees to maintain this certification requirement throughout the duration of the term of its contract with a subconsultant.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have caused this agreement to be executed as of the date first written above.

**CITY OF WESTFIELD
BOARD OF PUBLIC WORKS**

VS ENGINEERING, INC.

By: _____
Nick Barbknecht, President


By:  _____
Andrew L. Bender, P.E., Vice President

(Date)

8/20/2025

(Date)

By: _____
Chuck Lehman, Vice President

By:  _____
Chris Waidner, P.E., Indiana Transportation Director

(Date)

8/20/2025

(Date)

By: _____
Mayor Scott Willis, Member

-

(Date)

Witness:

By: _____
Johnathon Nail, Public Works Director

(Date)

EXHIBIT A

THE CONSULTANT is pleased to present this proposal to the Client for Topographic Survey and complete Engineering Design and Construction Plans for a roundabout intersection improvement at Grand Park Blvd. and John Dippel Blvd.

PROJECT DESCRIPTION

The Client has decided to move forward with the installation of a single-lane roundabout at the intersection of Grand Park Blvd. and John Dippel Blvd. THE CONSULTANT will provide services of qualified engineers, surveyors and support personnel as necessary to complete the detailed design necessary to produce construction drawings and bid package. Work items will include topographic survey, storm sewer design, roadway design, lighting design, permitting, and utility coordination.

Associated with the project is the construction of a new Police Headquarters on the western property adjoining the intersection. The Police Headquarters will have direct access into the roundabout by means of a fourth approach to the west.

SCOPE OF WORK

PROJECT MANAGEMENT & COORDINATION

The CONSULTANT'S proposed Project Manager and key personnel will meet with Client officials and refine project concepts, time schedules, deliverables, budgets and project approach in general. Once the schedule is identified, the required activities will be executed through proper coordination and communication.

The PROJECT will be developed in accordance with the following submittals:

- Geometric Design
- 60% Design
- 90% Design
- Final Bid Package

An in-person progress meeting will be conducted with the Client upon the completion of each submittal.

The CONSULTANT shall prepare a progress report and submit to Client on a monthly basis. The progress report shall identify completed tasks, upcoming tasks, required Client decisions, budget status, etc. The CONSULTANT shall also be available for additional in-person or virtual meetings as necessary throughout the duration of the project.

The CONSULTANT shall coordinate with the Client and on the integration of the planned Police Headquarters and its planned entrance as the western approach into the roundabout.

SURVEY

a. TOPOGRAPHIC SURVEY

CONSULTANT shall survey the project location and provide one set of original field notes, all field survey data collected via electronic media, and one set of master drawings. CONSULTANT shall obtain section corner,

right-of-way, easement, and state plane coordinate information as necessary to satisfactorily complete the basic field survey services described herein within the project limits. CONSULTANT 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:

1. I.C. 25-21.5,
2. 865 I.A.C. 1-12, and
3. Survey Manual

Electronic files including the following shall be prepared and submitted by CONSULTANT as directed by client:

1. Finished plan view of topographic survey in AutoCAD Civil 3D .dwg format
2. 1-foot contours in AutoCAD Civil 3D .dwg format
3. TIN used to create contours as derived from AutoCAD Civil 3D in .xml format
4. Electronic points files in .txt coordinate format
5. Survey Book in .pdf format.

The signature, seal, and registration number of the land surveyor, registered in the State of Indiana, who was in responsible charge of the survey, shall be affixed to the survey book submitted. In addition, CONSULTANT shall complete the field survey as summarized below and as directed by the Client. The project area to be field surveyed is described as follows:

Survey Limits (See Attachment No. 1)

Grand Park Boulevard

Survey will include 500 feet, north and south, of Grand Park Boulevard from the centerline of John Dippel Boulevard. The width of survey will include approximately 75 feet on each side of the centerline of Grand Park Boulevard, except in the triangular area in the northeast quadrant of the intersection as depicted in Attachment No. 1 that is variable and spans a larger footprint.

John Dippel Boulevard

Beginning at the centerline of Grand Park Boulevard, survey east along John Dippel Boulevard approximately 500 feet. The width of survey will include approximately 100 feet on the south side of the roadway and 60 feet on the north side of the roadway; except in the triangular area on the north side of the roadway, near the intersection with Grand Park Boulevard, as depicted in Attachment No. 1 that is variable and spans a larger footprint.

Total Survey includes approximately 1,500 lineal feet of roadway at the widths described above.

Obtain last deed of record, subdivision plats, and section or auditor plats for all 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. CONSULTANT shall provide a listing of all property information, deeds, plats, and maps.

Send out survey notices together with questionnaires (if applicable) to all property owners within the project area. All survey notices and questionnaires shall be approved by Client prior to distribution.

Establish Primary Horizontal Control within the project limits such that the survey base line(s) can be re-established during construction. The Hamilton County Zone of the Indiana Geospatial Coordinate System (InGCS) will be used.

Establish on-site elevation using, NGS, Indiana DNR, or Hamilton County benchmarks or GPS/OPUS observations. Set temporary bench marks within the project limits such that elevation datum can be re-established during construction.

Tie in the survey base lines to available USPLSS section corners and/or existing property/right-of-way monumentation. All necessary section corners will be located or re-established to adequately define property lines along the limits of the project.

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 the development of project plans, including all potentially affected trees, 6 inches in diameter and greater, identified by size. Individual trees will not be identified in densely wooded/brush areas.

Take cross sections at specified intervals across the right-of-way of public roadways and or the project limits (as described above) whichever is further out. Additional cross sections shall be taken at intersection of streets, roads, railroads, driveways, etc. Obtain elevations of all existing structures such as drainage culverts, utilities and other structures.

Indicate spot elevations at all finish floors, at each threshold, building edges, insets and projections, exterior platforms, steps (top and bottom treads), corners, building entrances, break in grade, ramps, area ways, tree grates, etc. within the project limits, and at top and bottom of curb.

The CONSULTANT shall furnish a hard copy together with all field survey information collected on electronic media. CONSULTANT shall also prepare master drawings (1-foot contours) from data collected in topographic survey using AutoCAD Civil 3D and shall submit a hard copy together with electronic format. CONSULTANT shall delineate and label the location of all buildings, structures, fences, railings, signs, walls, walks, paved areas, curbs and other permanent structures and existing improvements. CONSULTANT shall outline all building edges, insets and projections, and below grade structures such as vaults, basements, and areaways where applicable, as evidenced by facilities at the ground surface and marks by others.

b. LOCATION CONTROL ROUTE SURVEY

If additional right-of-way is required or at the direction of the Client, the CONSULTANT shall prepare and record a route survey plat in accordance with 865 I.A.C. 1-12. As part of this work, the CONSULTANT shall prepare an existing right-of-way report based on the research completed per item a. Topographic Survey. The report will provide a summary of right-of-way widths along the project corridor and document the sources of said right-of-way. Possible sources include:

1. Recorded surveys
2. City of Westfield plans
3. Subdivision plats
4. County Surveyor maps and records
5. County Commissioners' records
6. Deed/grant conveyances to the City of Westfield or other public agencies

ROADWAY DESIGN

The CONSULTANT shall perform all phases of work described in the Agreement necessary to accomplish the complete design of the project. The PROJECT roadway design elements shall be in general accordance with the following reference documents in effect at the time the roadway plans are submitted:

1. Construction Standards and Specifications, as published by the City of Westfield, Indiana
2. Guide for Roundabouts, National Cooperative Highway Research Program Research Report 1043 (NCHRP 1043), as published by the National Academy of Sciences
3. Indiana Design Manual, as published by the Indiana Department of Transportation (INDOT)
4. Standard Specification and Recurring Special Provisions, as published by INDOT
5. Indiana Design Memoranda, as published by INDOT
6. 2011 Indiana Manual on Uniform Traffic Control Devices, as published by INDOT
7. A Policy on Geometric Design of Highways and Streets (Green Book), as published by the American Association of State Highway and Transportation Officials (AASHTO)
8. Roadside Design Guide, as published by AASHTO
9. Right-of-Way Engineering Manual, as published by INDOT
10. Americans with Disabilities Act, as published by the United States Department of Justice.

In the event that standards or guidelines within the aforementioned reference documents are changed during the design process, the CONSULTANT shall be entitled to additional compensation as necessary to incorporate the changes into the project.

The CONSULTANT shall prepare a cost estimate with unit prices for construction in accordance with current practices and shall include all items of work required for the complete construction of the project, including temporary work.

The CONSULTANT shall develop all construction plans in accordance with the aforementioned reference documents.

The CONSULTANT shall prepare all require special provisions necessary for the construction of the project, to be included with the Client's standard bid package and construction contract.

DRAINAGE DESIGN

CONSULTANT shall identify and provide proposed design criteria along with calculations at the 60% Design submittal and subsequent submittals if there have been significant changes. Major items include:

1. Analyze hydrology of project watershed(s)
2. Compute gutter spreads and design inlet spacing
3. Design storm sewer(s) to convey runoff to existing storm sewers and or side ditches
4. Coordinate and/or avoid utility conflicts
5. Specify permanent scour and erosion control measures

Design of stormwater quality or quantity measures are not included. Adjacent existing and future developments are assumed to incorporate the hydrology of the proposed project's watershed(s).

CONSULTANT shall prepare drawings and specifications as needed to communicate the design intent and progress.

LIGHTING DESIGN

CONSULTANT shall design roadway level lighting in accordance with the Client's requirements for lighting levels, using luminaires that follow the overall design and aesthetic of the intersection.

PERMITTING

CONSULTANT shall prepare all necessary permit application documents, submit to Client for review and forward for approval to the appropriate government agencies, departments, or utilities having jurisdiction over the applicable work. Consultant shall respond to all concerns and comments from permitting entities in a timely manner as to facilitate approvals.

The only permit anticipated to be required for the project is the Construction Stormwater General Permit (CSGP) enforced by the Indiana Department of Environmental Management (IDEM). Tasks related to this permit include the following:

1. Develop and submit erosion control plans and Stormwater Pollution Prevention Plan for review by the local reviewing agency.
2. Coordinate and resolve comments from resource agencies.
3. Prepare and submit required Public Notice to local newspaper.
4. Complete and submit permit application and documentation to IDEM.

UTILITY COORDINATION

Per Indiana 811 Tickets, the following utilities may reside within the project limits.

1. Buckeye Pipeline (Indiana Energy Pipelines map shows facility is west of project) No facilities within project anticipated.
2. Citizens Energy Gas
3. Citizens Energy Water
4. Citizens Energy Sanitary
5. Duke Energy Electric
6. Level 3/Lumen Fiber Optic

CONSULTANT shall coordinate with utilities in accordance with the following tasks from Indiana Administrative Code (IAC) 105 Article 13: Utility Facility Relocations on Construction Contracts.

1. Initial Notice of proposed improvement project
2. Verification of existing utilities
3. Work Plan development
4. Relocation notification

Initial Notice shall contain:

1. Geographical limits of project and general description of work to be done.
2. Anticipated Final Submittal date and Construction date
3. CONSULTANT contact information

Verification of Existing Utilities shall comprise of:

1. Reviewing the accuracy of the field survey plan as to the location of existing facilities with utility.
2. Acquire available depth information of underground facilities from utility.
3. Revisions to plan depicting existing conditions based on direction from utilities.

Work Plan Development shall comprise of:

1. Determine conflicts between existing utility facilities and proposed improvements.
2. Coordinate with utilities to develop plan to mitigate conflicts.
3. Utilize final project design for utility use.
4. Finalize utility work plans.
5. Develop master schedule of utility relocation(s).

Relocation Notification shall comprise of:

1. Notify utility to implement their relocation work plan.

Coordination with Utilities shall comprise of:

1. One (1) Initial Notice per utility.
2. One (1) round of revisions on verification of Existing Utilities per utility.
3. One (1) on-site meeting with utilities in conjunction with project's Preliminary Field Check meeting.
4. One (1) rounds of revision to relocation work plans per utility upon finalization of project design elements associated with utility.
5. General coordination between CONSULTANT and utilities on status of project and utility information.

Reimbursement of utility relocations is not anticipated. If necessary, coordination and preparation of utility reimbursement agreement(s) will be an additional service.

Use of Subsurface Utility Engineering (SUE) for the confirmation of location (horizontally and vertically) of underground utilities is not anticipated. If necessary, utilization of SUE will be an additional service.

BIDDING SERVICES

The CONSULTANT shall prepare the bid documents which will include plans and specifications developed by the CONSULTANT as well as instructions, forms, standard conditions, sample agreement etc. provided by the Client. In addition, bidding services includes following tasks:

1. Assist Client with bid advertisement
2. Assist Client with distribution of bid documents to prospective bidders via an 'on-line' outlet such as ePlanroom by Repro Graphix, Inc.
3. Prepare for and Attend Pre-Bid Meeting
4. Respond to Bidder's Questions
5. Prepare Addenda if needed
6. Evaluate Bidders' Proposals

The CONSULTANT shall provide all bid documents in pdf electronic format.

CONSTRUCTION PHASE SERVICES

CONSULTANT to provide support to CLIENT during construction including attendance at Pre-Construction meeting, review of RFIs and shop drawings, and coordination related to utility relocation construction. No construction inspection or administration effort is included.

SCHEDULE

No work under this Contract will be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the OWNER.

The schedule for major milestones is as follows:

<u>TASK</u>	<u>COMPLETION DATE</u>
Notice to Proceed	September 2025
Geometric Design	November 2025
60% Design	March 2026
90% Design	May 2026
Final Bid Package	June 2026
Letting	July 2026

EXHIBIT B

In consideration for the scope of services stated in Exhibit A, THE CONSULTANT requests to be compensated for the work performed under this Contract the total amount not to exceed **\$288,500** unless an amendment is executed by the parties which increases the maximum amount payable.

LUMP SUM ITEMS	COST
Topographic Survey Data Collection	\$29,600
LCRS	\$6,300
Project Management	\$12,600
Road Design	\$169,400
Lighting	\$8,000
Drainage	\$11,800
Permitting	\$11,900
Utility Coordination	\$26,400
Bidding	\$7,500
SUB-TOTAL	\$283,500

HOURLY FEES ITEM	
Construction Administration	\$5,000
SUB-TOTAL	\$5,000

TOTAL	\$288,500
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Board of Works

Nick Barbknecht
Chuck Lehman
Scott Willis

Clerk Treasurer

Marla Ailor

To: Westfield Board of Public Works & Safety

Date: August 27, 2025

Re: Action Item-Signing Authority

Fire Station 81 Parking Lot Expansion

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 Fire Station 81 Parking Lot Expansion project. Quotes for the project were received on August 22, 2025. All quote documents will be reviewed for proper compliance. Per state statute 105 IAC 11-3-14, the award of a contract will be made to the lowest and best responsible and qualified bidder whose proposal bid complies with all the requirements prescribed in the proposal form, provided the sum is not greater than five percent (5%) above the engineer's estimate.

Nick Barbknecht

Chuck Lehman

Scott Willis

Public Works Department

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

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



Board of Works

Nick Barbknecht
Chuck Lehman
Scott Willis

Clerk Treasurer

Marla Ailor

To: Westfield Board of Public Works & Safety

Date: August 27, 2025

Re: Action Item-Signing Authority

161st Street Perimeter Trail Extension

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 161st Street Perimeter Trail Project. Bids for the project were due and submitted by prospective bidders on August 25th, 2025. All submitted documents are currently being reviewed for proper compliance. Per state statute 105 IAC 11-3-14, the award of a contract will be made to the lowest and best responsible and qualified bidder whose proposal bid complies with all the requirements prescribed in the proposal form, provided the sum is not greater than five percent (5%) above the engineer's estimate.

Nick Barbknecht

Chuck Lehman

Scott Willis

Public Works Department

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

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

REQUEST FOR PROPOSALS

City of Westfield, Indiana



Towing and Wrecker Services: Westfield Police Department

Request for Proposals Issued: August 27, 2025
Proposals Due By: 5:00 P.M. EST September 24, 2025

REQUEST FOR PROPOSALS GUIDELINES

I. Introduction

The City of Westfield, by and through its Board of Public Works and Safety (“City” or “Westfield”) hereby issues this Request for Proposals (“RFP”) to request proposals for respondents to be placed on the Westfield Police Department’s (“WPD”) rotation list for towing and wrecker services (“rotation list”). All proposals shall be submitted to Assistant Chief of Police Eric Grimes on or before September 24, 2025 at 5:00 pm EST. Additional submission instructions are indicated below.

II. Examination of Documents

Respondents shall carefully and thoroughly examine the contents of this RFP and shall assume the full risk of their own judgments as to the nature, quality, and amount of services to be performed, and for the price proposed must assume all risk of any and all variances or errors in any computation or statement of amounts or quantities necessary to complete the services requested in compliance with this RFP.

III. Questions and Addenda

All questions pertaining to this RFP must be submitted to: Assistant Chief of Police Eric Grimes at egrimes@westfield.in.gov.

Questions must be submitted as indicated above on or before September 10, 2025 at 12:00 pm EST. If a respondent finds conflicts, errors, discrepancies, or ambiguities in the RFP, or if a respondent is in doubt as to the intended meaning of any portion or provision therein, the respondent shall at once give written notice (in the manner indicated above) to the City on or before the deadline listed above. No respondent shall be allowed any extra consideration or time extension by reason of any conflict, error, discrepancy, or ambiguity of which the respondent had actual knowledge or reasonably should have known and which he/she failed to report within the period and in the manner required by this RFP.

No material changes, clarifications, or interpretations of this RFP will be issued except by written or graphic Addenda delivered not less than three (3) business days prior to the proposal submission deadline, and posted on the City of Westfield’s website at <https://westfieldin.gov/rfp>. All such Addenda will become a part of this RFP. The City will not be responsible for or bound by any oral or written interpretations or clarifications

of this RFP which anyone presumes to make on its behalf, except by the terms of an Addendum issued in accordance with this Section.

IV. Reservation of Rights

The City reserves the right to reject any or all proposals, or to waive any technicalities, discrepancies, informality, or irregularity in any proposal received, and to accept the proposals which are most advantageous to the City, taking into consideration price and other factors set forth herein. The City reserves the right to engage in discussions with, and obtain best and final offers from, responsible respondents who submit proposals determined to be reasonably susceptible of being selected for placement on WPD's rotation list for towing and wrecker services. The City may select and place on the rotation list any respondents, based upon the needs of WPD. The City may select as many or as few respondents as it needs to fulfill WPD's requirements, or all proposals may be rejected and no respondents shall be selected.

All proposals shall comply with all conditions, requirements, and specifications contained in this RFP, and any departure may constitute sufficient cause for rejection of a proposal. A respondent's failure to provide all completed documentation and required information may result in its proposal being deemed nonresponsive.

V. Proposal Submission Instructions

Proposals in response to this RFP are due on or before **September 24, 2025, at 5 pm EST**. All proposals shall be submitted to Assistant Chief of Police Eric Grimes at egrimes@westfield.in.gov. Proposals must contain complete responses, be submitted with the official RFP bid form and all required documents, and delivered on or before the date and time specified above. All proposals received after that deadline will be returned unopened and will not be considered. The proposals must be received via email with the following information stated plainly in the subject line: respondent's name and the statement "Request for Proposals- Towing and Wrecker Services: Westfield Police Department."

Proposals do not need to be accompanied by a certified check or other evidence of financial responsibility.

All submitted documentation shall be legibly executed in a non-erasable medium, without interlineations, excisions, special conditions, qualifications, or exceptions. Each proposal shall be signed by an individual duly authorized to execute such documents on the respondent's behalf. A proposal executed by a corporation, joint venture, or other

entity with an assumed name shall have the legal and correct name thereof followed by the word "by" and the signature and title of the officer or other person authorized to sign for it.

Submission of a proposal in response to this RFP shall constitute an unconditional agreement and acknowledgement by the respondent to be bound by all terms and conditions set forth herein and in any of the documents assembled or referred to in this RFP. All aspects of the proposal shall be valid for a period of ninety (90) days following the deadline for the receipt of the proposals.

VI. Miscellaneous Information

Proposals may be withdrawn via email by a respondent during normal hours of business prior to the submission deadline. No proposal may be withdrawn after the submission deadline, except if provided by law or provided elsewhere in this RFP.

No proposal will be considered from any person, firm, or corporation, who has defaulted in the performance of any contract or agreement with the City, or who has failed to perform satisfactorily on a contract or agreement with the City, including prior inclusion on WPD's rotation list for towing and wrecker services.

Proprietary information included with a proposal, such as trade secrets and financial information, is not required to and will not be made available for public inspection.

No guaranteed minimum or maximum quantities are either stated or implied by this RFP.

RFP-TOWING AND WRECKER SERVICES

I. Towing Rotation

WPD has established a written policy for vehicle towing, whereby WPD selects and contacts towing and wrecker companies from an established list (“rotation list”) to tow vehicles in accordance with applicable law, ordinances, and policies.

WPD reserves the right to select a Provider (as defined below) from the rotation list “out of order” if a situation requires the use of certain equipment and/or capacity and the next Provider in the rotation cannot adequately respond. WPD also reserves the right to select a towing company that is not a Provider (not included on the rotation list) if an emergency situation requires the use of a towing company with certain equipment or capacity to adequately respond to the emergency situation. If a driver or owner requests a specific Provider and it is reasonable to do so, WPD will attempt to honor that request.

II. Scope of Services

A successful respondent (hereinafter referred to as a “Provider”) shall be placed on WPD’s towing rotation list and shall be available to provide all towing, recovery, and related services for vehicles and equipment impounded by WPD for all requests made by an authorized representative of WPD within the City limits and beyond the City limits if the Provider is summoned by an WPD dispatcher or police officer.

Flatbed or dolly towing must be used for all vehicles without proper registration or license plates. All Providers must obtain and display the appropriate wrecker operator license plates in accordance with Indiana state law and any other applicable laws or regulations.

Providers and drivers are expected to act professionally at all times. No vehicle towed at the request of WPD shall be released without a signed tow slip release form from WPD.

All tow requests will be logged in a radio log approved by WPD. If a Provider misses more than three (3) calls due to refusal or excessive response time, the Provider may be subject to disciplinary review or removal from WPD’s rotation list as provided herein. Written notification of any such action will be provided to the Provider.

At no additional charge, the Provider shall sweep, collect, and dispose of all debris

from a vehicle crash scene, and contain and remove small amounts of hazardous fluid from the roadway at a crash scene to which the Provider has been summoned for the removal of such vehicle or vehicles. If the Provider fails to properly sweep, collect, and dispose of debris as required herein, and WPD uses its own workers or contracts for such sweeping, collection and disposal, Provider shall reimburse WPD for all such actual costs incurred by WPD. The Provider shall not depart the scene of any crash without fully complying with the above provisions unless permission is first obtained from WPD.

III. Term of Agreement

Each Provider selected pursuant to this RFP shall be placed on WPD's rotation list for a term of two (2) years, subject to execution of an agreement to abide by WPD's written policy for towing rotations, and further subject to earlier termination and removal from the rotation list as provided herein, in the Provider's agreement with the City, and/or in WPD's written policy for towing rotations. In the City's sole discretion, the City may choose to renew a Provider's initial two (2) year term for subsequent two (2) year term periods.

IV. Required Hours of Operation

Each Provider on WPD's rotation list must be open for operation and available for call and to provide the services included in this RFP twenty-four (24) hour per day, seven (7) days per week, regardless of any federal or state holidays.

V. Business and- Storage Facilities

All Providers on WPD's rotation list must have their business and storage facilities located within Hamilton County, Indiana.

Providers must maintain a secure, fenced-in storage lot capable of being locked. The fence must be at least six (6) feet high and capable of holding a minimum of five (5) vehicles. Additionally, inside storage capacity for at least two (2) or more vehicles is required for secure impoundment at the direction of WPD.

Each Provider agrees to ensure that its storage lots and offices are accessible to the public and are in compliance with Title III of the Americans with Disabilities Act of 1990, and all other applicable laws. Failure to comply with the Americans with Disabilities Act or any other applicable law will be cause for removal of a Provider from WPD's rotation list.

VI. Equipment Specifications

Providers must have the appropriate equipment to safely and effectively tow wrecked or disabled vehicles. Each Provider must agree to maintain all units in good operating condition at the Provider's own expense. Each Provider must display the company's name, phone number, and City of operation. This information must be clearly visible and legible on the vehicle.

Providers must also maintain current vehicle registrations and permits as may be required by law, at all times.

VII. Towing City of Westfield Owned or Leased Vehicles

Each Provider must tow all City vehicles not exceeding one and a half (1 ½) tons gross vehicle weight (GVW) free of charge to designated facility(ies) as requested by a City dispatcher, officer, or authorized representative. All vehicles exceeding one and a half (1 ½) tons GVW will be billed at the rate established by the City and the Provider.

Each Provider shall agree to work with the City of Westfield Police Department and/or Fire Department, upon request, to provide available abandoned vehicles with no resale value for the purposes of training. A Provider shall deliver the vehicles to the City of Westfield Police Department and/or Fire Department, and retrieve the vehicles upon completion of the training, all at no cost to the City.

VIII. Response Time

Providers are expected to respond within twenty (20) minutes of dispatch. Exceptions may be made, in WPD's sole discretion, in the case of inclement weather or unusual circumstances. If a Provider does not respond in a timely manner or causes a safety concern, the officer may cancel the request and contact the next Provider on WPD's rotation list. Providers must notify the Hamilton County Sheriff's Department Communications Center (317-773-1282) of any expected delays. If a Provider fails to respond within twenty (20) minutes to an emergency, WPD has the right to contact another Provider or towing company to provide such services and the Provider cannot charge for a cancelled run.

Each Provider shall, at all times, have a sufficient number of wrecker drivers, dispatchers and other needed personnel and towing equipment either on duty or on immediate call at all times to sufficiently respond to any request for towing or wrecker services within the required response time, and release a vehicle to the proper owner or

authorized person.

IX. Drivers/Driver Licensing

Each Provider shall employ sufficiently licensed, qualified, and competent personnel to perform towing services at the levels specified herein. Personnel must be qualified operators in rigging and small environmental spill mitigation. All tow truck drivers must maintain a valid Indiana driver's license sufficient to drive each designated truck. WPD reserves the right to require proof of valid drivers' licenses.

Each Provider is responsible for performing criminal background checks on all its employees. Drivers must be free of any felony violations of any federal or state law. Drivers convicted of vehicle anti-theft laws (or similar statutes of other states) of any state within the last five (5) years will be eliminated for inclusion on WPD's rotation list. Drivers having suspended or revoked licenses in any state are prohibited from operating a vehicle in the City.

No Provider personnel, while on duty or towing a vehicle authorized by a WPD dispatcher or police officer, shall be under the influence of any alcoholic beverage, drug, narcotic, controlled substance, or prescription medicine that impairs the mental and/or physical capabilities of that person. Provider personnel shall abide by and obey all traffic laws, ordinances and orders of any law enforcement officers while going to, while at and upon leaving the scene of a summoned tow.

All Provider personnel shall make reasonable efforts to be courteous to and cooperative with members of the public who arrive at the lot for the purpose of obtaining a release of their impounded vehicle. Upon the vehicle's owner's request, such personnel shall assist the owner in removing his or her vehicle by changing flat tires or charging dead batteries. Owners may be charged a reasonable fee for those or other services (the amount of which must be receipted in the same manner as towing and storage fees are to be receipted).

All Provider personnel shall be fully cooperative with WPD.

WPD reserves the right to request drug testing/screening at no additional cost to the City for all Provider employees by a certified laboratory of drug testing for each employee. In addition, WPD reserves the right to request additional drug screens for Provider employees for reasonable cause and any employee that tests positive on any drug screen(s) shall immediately be dismissed.

Each Provider shall affirm via an attached affidavit, pursuant to Ind. Code § 22-5-1.7-11, that Provider does not knowingly employ an unauthorized alien and has enrolled and is participating in the E-Verify program. Each Provider is not required to participate should the E-Verify program cease to exist. Each Provider agrees to provide documentation demonstrating that it has enrolled and is participating in the E-Verify program. WPD may remove a Provider from WPD's rotation list if the Provider fails to cure a breach of this provision no later than thirty (30) days after being notified.

X. Records

Each Provider shall agree to maintain transparent real time records in accordance with WPD's policies and procedures and provide the same when requested by WPD.

XI. Charges for Operation:

Per Ind. Code § 5-2-26.1, a Provider may not charge fees not listed in the City's policy for towing rotations or the Provider's agreement with the City.

Per Ind. Code § 5-2-26.1, each Provider must charge reasonable towing and storage fees. All complaints of unreasonable or excessive fees will be investigated. If a fee is determined to be unreasonable, the Provider will be removed from WPD's rotation list. WPD will perform periodic review of each Provider's rates for reasonableness.

The list of fees to be charged for services under a Provider's agreement with the City shall be prominently displayed in the Provider's place of business for public inspection. No fee shall be increased, nor shall additional fees be added, except by written amendment to the City's policy for towing rotations or the Provider's agreement with the City. If Provider desires to increase or add additional fees, it shall request a written amendment to Provider's agreement with the City, which the City may accept or reject in its sole discretion.

Providers shall accept, as payment for services, the following: cash, certified check, insurance check, money order, credit card, or debit card. No surcharge for any payment type shall be permitted, except that a credit card or debit card processing fee of up to 3 percent may be assessed per transaction.

XII. Storage of Impounded Vehicles/Equipment

All vehicles not held for law enforcement purposes may be released directly through the Provider holding the vehicle, and arrangements for release shall be

coordinated by the Provider and vehicle owner. Vehicles that are towed and held due to a crash or criminal investigation may only be released by WPD, pursuant to WPD's policies and procedures. Vehicles that are towed and held due to a registration violation may only be released by WPD, pursuant to WPD's policies and procedures.

Each Provider shall provide a safe place on its premises for securing items of personal property that are found inside an impounded vehicle towed to its storage lot and shall maintain a procedure for properly identifying such property as belonging to any certain vehicle being stored.

Per Ind. Code § 5-2-26.1, each Provider's agreement with the City must include availability for vehicle owners to pick up vehicles, including after hours, as well as a policy for access to personal belongings for vehicles in storage.

XIII. Vehicle Damages

Each Provider shall be responsible for the reimbursement of vehicle damages during the towing, wrecker, and storage process to the owner of the vehicle. Dispute resolution is a matter solely between each Provider and the vehicle owner. Ordinary claim and remedy procedures apply.

XIV. Insurance

Each Provider shall maintain in full force and effect the insurance indicated below. Failure to maintain such insurance may, at WPD's discretion, result in removal from WPD's rotation list.

- Certificate of Insurance- Provider will provide a COI to the City and WPD indicating coverage and co-naming the City/WPD as an additional insured. The certificates shall also provide for 90 days advance written notice of cancellation of any relevant coverage.
- Comprehensive General Liability Insurance
 - \$1,000,000.00 per occurrence
 - \$3,000,000.00 general aggregate
- Automobile Liability Insurance – An amount not less than \$1,000,000.00
 - The coverage extends to cover hire and non-owned vehicles.
- On-Hook Insurance
 - \$100,000 per vehicle
 - \$500,000 per occurrence
 - Coverage must include damage to vehicles in the care, custody, or control

of the Provider while being towed or stored.

- Garagekeepers Legal Liability Insurance
 - \$500,000 per vehicle
 - \$1,000,000 comprehensive
- Umbrella or Excess Liability Insurance
 - \$1,000,000.00 per occurrence
 - An amount not less than aggregate \$2,000,000.00
- Worker's Compensation Insurance – An amount no less than statutorily required limits.
- Any other insurance coverage required by applicable law.

It is the responsibility of each Provider to provide current copies of required insurance documentation. These documents will be kept on file by WPD. If proof of current coverage is not provided and maintained, the Provider will (at WPD's discretion) be removed from the rotation list or suspended from the rotation list until all requirements are met.

XV. Indemnification, Legal, and Safety

Each Provider must meet all applicable legal requirements set forth by the State of Indiana. Each Provider shall comply with all Federal, State, County, and City laws, ordinances, rules, and regulations that pertain to towing and wrecker services for vehicles and equipment under this RFP. Each Provider must perform all duties in accordance with the OSHA (Occupational Safety & Health Act). If a Provider violates any laws, rules, regulations or ordinances, the City and WPD reserve the right to reject any proposal, pursue legal actions, and/or remove a Provider from WPD's rotation list.

Each Provider shall hold harmless and indemnify the City of Westfield, Westfield Police Department, and their officers, representatives, elected and appointed officials, and employees from and against all lawsuits, damages, losses, claims, including attorney's fees and costs and expenses related to the services performed pursuant to this RFP. At all times, each Provider is an independent contractor and shall in no way be construed as or considered an employee of the City.

To the extent that any provisions of this RFP or WPD's written policy for towing rotations conflict with state law, state law (including Ind. Code § 9-22-1 and Ind. Code § 5-2-26.1) shall control.

Under Ind. Code § 22-5-1.7-11, each Provider will be required to execute an agreement with (1) a provision requiring the Provider to enroll in and verify the work

eligibility status of all newly hired employees of the contractor through the E-Verify program, and (2) a provision that provides that the Provider is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists.

Under Ind. Code § 22-9-1-10, each Provider will be required to execute an agreement with a provision requiring the Provider and its subcontractors not to discriminate against any employee or applicant for employment to be employed in the performance of such contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant will result in a Provider's removal from the rotational list.

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

Each Provider, at its own expense, must maintain and obtain all permits & licenses which may be required to complete the services outlined in this RFP.

Prevention of accidents and jobsite safety shall be the sole responsibility of each Provider and its subcontractors, agents, and employees. Each Provider shall ensure that their personnel, sub-contractors and agents comply with all federal, state, county, city and local laws and ordinances which include but are not limited to those set forth by: OSHA and related regulations, the Safety Inspection and Education Act, the Health and Safety Act, the National Institute of Occupational Safety & Health, the National Fire Protection Association, the Centers for Disease Control, American Industrial Hygiene Association, the American Council of Governmental Industrial Hygienists, the Environmental Protection Agency, and the Department of Transportation.

XVI. Removal from the Rotation List

Only Providers meeting all requirements outlined in the RFP and WPD's written policy for towing rotations will be selected and/or used by WPD. All Providers are expected to respond to calls regardless of the nature of the request. The Chief of Police may call meetings or conduct inspections to ensure compliance and maintain open communication. Three (3) documented complaints regarding a Provider may result in a review meeting with the Provider and the WPD Chief of Police.

If it is determined that a Provider has failed to comply with WPD's written policy

for towing rotations, the Provider's agreement with the City, the terms of this RFP, or any laws, rules, regulations or ordinances, WPD may suspend or permanently remove the Provider from WPD's rotation list, at its sole discretion. At WPD's sole discretion, any Provider may be suspended pending remediation or immediately removed from WPD's rotation list. Written notice of suspension or removal will be provided to the Provider.

If a Provider is removed from WPD's rotation list, the vehicles that are currently in the care and possession of the Provider at the time of such removal will remain with the Provider until such time the vehicle is released to its owner or sold at auction. Additionally, the Provider will provide a monthly report in writing to WPD of all vehicles that remain in its care and possession of until such time there are no vehicles remaining. The Provider will advise WPD in writing when there are no vehicles remaining in its care and possession.

Vehicles that have been placed on an investigative hold through a written or verbal order or request from WPD shall be transported by the Provider at the Provider's expense to a location identified by WPD and provided to the Provider.

XVII. Prohibited Practices

The following are prohibited practices that may result in removal from WPD's rotation list:

1. Failing to inform a vehicle owner of their right to have their vehicle transported to a Body Shop, Repair Facility, or other location of their choosing at the time of tow, unless otherwise directed by WPD.
2. Refusing to tow a vehicle to a Body Shop or Repair Facility if the owner or operator of the vehicle is willing to pay the Provider for services at the time of the tow, unless otherwise directed by WPD.
3. Refusing to release a vehicle to its owner at the scene of a tow (unless directed otherwise by the WPD) if the vehicle has not yet been attached to or hoisted by the towing truck (i.e. "Dry Run").
4. Refusing to release a vehicle to its owner or operator at the scene of a tow (unless directed otherwise by the WPD) if the vehicle has been attached to or hoisted by the towing truck has not yet departed the scene, and the owner or operator of the vehicle is willing to pay the Provider for the fees already accrued.

5. Stopping at the scene of a vehicle crash or near a disabled vehicle in violation of Ind. Code § 24-14-3-2 for the purpose of soliciting an engagement for towing services unless the Provider was summoned to perform the towing service by WPD, dispatch, a law enforcement officer, or the vehicle owner.

PROPOSAL CRITERIA AND EVALUATION

The following factors and criteria will be used in evaluating the proposals:

1. Technical competence, years in business.
2. A fleet of trucks and equipment adequate to perform the services required.
3. Ability to respond within 20 minutes to any location in the City of Westfield.
4. Ability to provide service 24/7, 365 days a year.
5. Ability to release vehicles per the requirements contained in the RFP.
6. Ability to remove debris and liquids left by the vehicle.
7. Ability to provide a safe and secure yard and facility for storage of vehicles towed as required in the RFP.
8. Proof of adequate insurance for all aspects of the business.
9. Cost of equipment and services.
10. Thoroughness and clear description of qualifications and ability to meet the needs of WPD.
11. The ability to tow City vehicles per the requirements contained in the RFP.
12. Compliance with other requirements contained in the RFP.

Relative Importance of Price and Other Factors

In evaluating proposals, emphasis will be placed on each firm's ability to respond within 20 minutes to any location within the City of Westfield; the ability to provide services 24/7, 365 days per year; the ability to release vehicles per the requirements contained in the RFP; the ability to tow City vehicles free of charge; and the security and quality of indoor and outdoor storage facilities and lots.

Proposal/Qualification Requirements

A proposal should consist of the completed attached forms- Applicant Qualification Information, Official RFP Bid Form, Statement of Qualifications, E-Verify Affidavit, and Combination Agreement/Affirmation.

In addition, a proposal should include a brief description of the respondent's qualifications; the number of years the respondent has been in the public sector towing business; the respondent's current financial position and a brief statement regarding stability and longevity; a list of current tow trucks and other equipment available for field use; location and security of storage yard(s); insurance policies; details of relevant past or pending litigation (within 5 years); pending complaints, citations, or warning letters received from governmental agencies (within 5 years); and a brief description of the

respondent's procedures for retrieval of vehicles by owners, as well as any other information that a respondent determines beneficial to its proposal.

Applicant Qualification Information

Name of Business: _____

Physical Street Address: _____

Physical City, State, and Zip Code: _____

Mailing Address: _____

Mailing City, State, and Zip Code: _____

Business Phone Number: _____

Emergency Phone Number: _____

Business Type: Sole Proprietor _____ Partnership _____ Corporation _____

Limited Liability Company _____

Franchise or Parent Company, if applicable: _____

List all Partners, Managers, and Corporate Officers

Name	Title	Residence	Phone & Email
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Days of Operation: _____

Business Hours: _____

Number of Employees:

Supervisors: _____ Drivers: _____ Office Personnel: _____

Statement of Qualifications

Respondent's Statement of Qualifications should include the municipalities or similar customers for which the respondent provides (or has provided) towing and/or wrecker services for, including names and phone numbers of contact persons.

Organization	Contact Person	Phone Number	Work Contracted

EXHIBIT A
E-VERIFY AFFIDAVIT

Pursuant to Ind. Code § 22-5-1.7-11, _____ is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. _____ is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

By executing below, the undersigned affirms that _____ does not knowingly employ an unauthorized alien and further affirms that, prior to entering into any agreement with the 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.

Respondent: _____

By (signature): _____

Printed name: _____

Title: _____

EXHIBIT A
COMBINATION/AGREEMENT AFFIRMATION

The undersigned affirms, under penalties for perjury, that the undersigned has not (nor has any other member, representative, or agent of the firm, company, partnership, or corporation represented by the undersigned) entered into any combination, collusion, or agreement with any person relative to the price to be offered by anyone, to prevent a person from making an offer, or to induce a person to refrain from making an offer. The undersigned affirms that this offer is made without reference to any other offer and without agreement, understanding, or combination with any other person in reference to such offer.

The undersigned further states that no person or persons, firms, or corporation has, have, or will receive (directly or indirectly) any rebate, fee, gift, commission, or thing of value on account of such offer.

Respondent: _____

By (signature): _____

Printed name: _____

Title: _____

RESOLUTION 25-148

A RESOLUTION OF THE CITY OF WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY DECLARING CERTAIN PERSONAL PROPERTY TO BE SURPLUS AND AUTHORIZING TRANSFER PURSUANT TO WESTFIELD POLICE DEPARTMENT GENERAL ORDER 26.1.2

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

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

WHEREAS, Westfield Police Department (“WPD”) is updating the primary duty pistols and backup pistols as approval by the WPD Chief and Board approval;

WHEREAS, WPD requests to transfer 61 Benelli shotguns to a third-party vendor, PAI Defense, following federal guidelines and utilize credits received towards items needed for the duty pistols and backup pistols transition; and

WHEREAS, considering the foregoing, the Board hereby seeks to declare as surplus property and approve the transfer of 61 Benelli shotguns.

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

Section 1. The above recitals are incorporated by reference.

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

Make: Benelli

Model: M4 (Shotgun)

Serial Number: Various

“Department Shotgun”

Section 3. Each individual department shotgun has an estimated value of less than one thousand dollars (\$1,000), so the City may transfer the Shotgun without advertising, pursuant to Ind. Code § 5-22-22-6.

Section 4. This Resolution is effective upon passage.

ADOPTED and PASSED this ____ day of August, 2025.

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

Mayor Scott A. Willis

Chuck Lehman

Nick Barbknecht

Attest: _____
Kim Strang, Deputy Clerk Treasurer

RESOLUTION 25-150

A RESOLUTION OF THE CITY OF WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY DECLARING CERTAIN PERSONAL PROPERTY TO BE SURPLUS AND AUTHORIZING TRANSFER PURSUANT TO WESTFIELD POLICE DEPARTMENT GENERAL ORDER 26.1.2

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

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

WHEREAS, Westfield Police Department ("WPD") updated the AXON TASER and assigned the new TASERs to all sworn officers per the WPD Chief approval;

WHEREAS, WPD requests to transfer 82 outdated TASER and equipment items to a third-party vendor, Accredited Security, and receive monetary compensation which will be utilized for further equipment needs;

WHEREAS, WPD will store 16 outdated TASER units noted as "NEED REPAIRED" for future trade value to AXON for trade-in value towards new TASERs for future sworn officers;

WHEREAS, considering the foregoing, the Board hereby seeks to declare as surplus property and approve the transfer of the TASERs and related equipment.

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

Section 1. The above recitals are incorporated by reference.

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

Make: AXON
Models: TASER 7/X26/X26P
Serial Number: Various
"Department TASER"
Related Equipment: Batteries, Holsters,
Training Taser, Cartridges, Download
Cords

Section 3. Each individual department TASER and accessory items has an estimated value of less than one thousand dollars (\$1,000), so the City may transfer the TASERs without advertising, pursuant to Ind. Code §5-22-22-6.

Section 4. This Resolution is effective upon passage.

ADOPTED and PASSED this _____ day of August 27, 2025.

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

Mayor Scott A. Willis

Chuck Lehman

Nick Barbknecht

Attest: _____
Kim Strang, Deputy Clerk Treasurer



August 5th, 2025

To: Board of Public Works and Safety
 From: Chief Shawn Keen
 Reference: Vehicle trades and disposal

The Westfield Police Department is seeking approval to dispose of the vehicles noted below through dealership trades. The agency will utilize credit received through the disposals to purchase additional public safety vehicles.

Vehicle	VIN	Color	Approximate Mileage
2016 Chevrolet Tahoe	1GNLCDKC9GR367849	Black	80,282
2017 Chevrolet Tahoe	1GNLCDEC0HR341055	Silver	81,299
2017 Chevrolet Tahoe	1GNLCDEC1HR311630	Silver	68,500
2017 Ford Explorer	1FM5K8AR9HGB7041	Silver	61,403
2020 Chevrolet Tahoe	1GNSKDEC3LR230409	Silver	88,173
2020 Ford F-150	1FTEW1EP0LFB77603	Black	97,283
2020 Chevrolet Tahoe	1GNSKDEC1LR268138	Silver	77,750
2020 Chevrolet Tahoe	1GNSKDEC6LR227696	Silver	87,705
2020 Chevrolet Tahoe	1GNSKDEC3LR229762	Silver	76,000



August 27, 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:

- JRF Construction, Inc., Northpoint Commerce Park, Lot 1, Bond #7480898, \$140,059.04, Streets/Curbs, Storm Sewer, Sidewalks, & Erosion Control
- Platinum Properties Management Company, Inc., Ravinia Amenity Area, Bond #5870688, \$5,104.00, Erosion Control: Blanket, Silt Fence, Seeding
- Epcon Cielo Ranch, LLC, Cielo Ranch, Section 2, Bond #2367697, \$52,997.82, Erosion Control
- Platinum Properties Management Company, LLC, Winterburg Mass Grading, Sections 3, 4, 5, & 6, Bond #5876614, \$367,919.00, 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:

- L.D. Huff Construction, Inc., Goodwill 25 E. Spring Mill Pointe Drive, Bond #196470P, \$23,775.00, Erosion Control
- L.D. Huff Construction, Inc., Goodwill 25 E. Spring Mill Pointe Drive, Bond #196470Q, \$27,863.00, ROW
- WMG Development, LLC, Westfield Dental Office & Bank, Bond #100023498, \$12,864.50, Erosion Control & ROW
- WMG Development, LLC, Westfield Dental Office & Bank, Bond #100068656, \$36,564.00, Storm Sewer
- Springwater Westfield, Springwater Development, Bond #100215205, \$705,650.77, Storm Sewer

- Grand Communities, Villages of Oak Manor, Section 4D, Bond #CMS0328948, \$24,177.91, Erosion Control
- SBI, 1, LLC, 169th Street Industrial, Bond #B3269383, \$67,454.00, Installation of Passing Blister & Repaving of Road Leading into Industrial Park at 800-900 E. 169th Street
- TWG Construction, Grand Park Lake Village Multi-Family, Bond & Rider #7901044631, \$234,910.50, Work in Public ROW
- Clancy's Inc., Grindstone on the Monon, Bond #B1231639, \$81,058.00, Storm, Trail, & Erosion Control
- Alt Construction, LLC, iBeach 31, Bond #100107872, \$205,742.90, Storm Sewers, Streets/Curbs w/in ROW & Sidewalk w/in ROW
- Alt Construction, LLC, iBeach 31, Bond #100053155, \$49,881.03, Erosion Control
- Christopher Scott, Inc., Animal Eye Clinic, Bond #014246003, \$16,935.00, Erosion Control
- Christopher Scott, Inc., Animal Eye Clinic, Bond #014246005, \$32,373.00, Storm Sewer
- Pulte Homes of Indiana, LLC, Kimblewick by Del Webb, Section 5A/B, Bond #59BSBIU1780, \$176,529.22, ROW Improvements

Maintenance Bond Acceptance

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

- L.D. Huff Construction, Inc., Goodwill 25 E. Spring Mill Pointe Drive, Bond #196470Q, \$2,533.00, ROW
- WMG Development, LLC, Westfield Dental Office & Bank, Bond #101566740, \$1,286.45, Erosion Control & ROW
- WMG Development, LLC, Westfield Dental Office & Bank, Bond #101566750, \$3,656.40, Storm Sewer
- Springwater Westfield, Springwater Development, Bond #100215205, \$64,150.07, Storm Sewer
- E&B Paving, LLC, Westgate, Section 6, Bond & Rider #30192752, \$14,104.95, Path – Stone Base, Asphalt Surface
- E&B Paving, LLC, Westgate, Section 6, Bond & Rider #30192753, \$20,872.00, Onsite Stone Base, Asphalt Binder, Asphalt Surface
- Patch Development, LLC, 169th Street Industrial (800 & 900 E. 169th Street), Bond #5876613, \$6,133.00, ROW Improvements
- Elevation Excavation, Inc., Chatham Hills, Section 7B, Bond #LICX1985873, \$88,200.00, Storm Sewer & Subsurface Drains
- Elevation Excavation, Inc., Chatham Villages, Section 4, Bond #LICX1985872, \$63,000.00, Storm Sewer & Subsurface Drains
- TWG Construction, Grand Park Lake Village Multi-Family, Bond #7901193538, \$23,491.05, Work in Public ROW

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:

- Globe Asphalt Paving, Inc., Villages of Oak Manor, Section 4D, Bond #7659026, \$9,660.00, Stone Base, HMA Intermediate, HMA Surface for Streets
- Globe Asphalt Paving, Inc., Villages of Oak Manor, Section 4D, Bond #7659027, \$896.00, 8' Asphalt Path
- Karns, Inc., Villages of Oak Manor, Section 4D, Bond #BMID783893, \$2,277.00, Concrete Curbs
- Johannigman Excavating, Inc., Villages of Oak Manor, Section 4D, Bond INC60983, \$12,463.25, Storm/Subsurface Drain
- Platinum Properties Management Company, LLC, Casey Corner, Bond #5072861, \$3,579.70, Erosion Control
- Design & Build Corporation, Southpark Flex Building, Bond #B0371036, \$10,880.00, Storm Sewer

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:

- Sigma 19499 Chad Hittle Drive, LLC, Check #22754, \$220, Erosion Control



**City of Westfield Fire Department
Board of Public Works & Safety Report
July 2025 Report**

Contact: Fire Chief

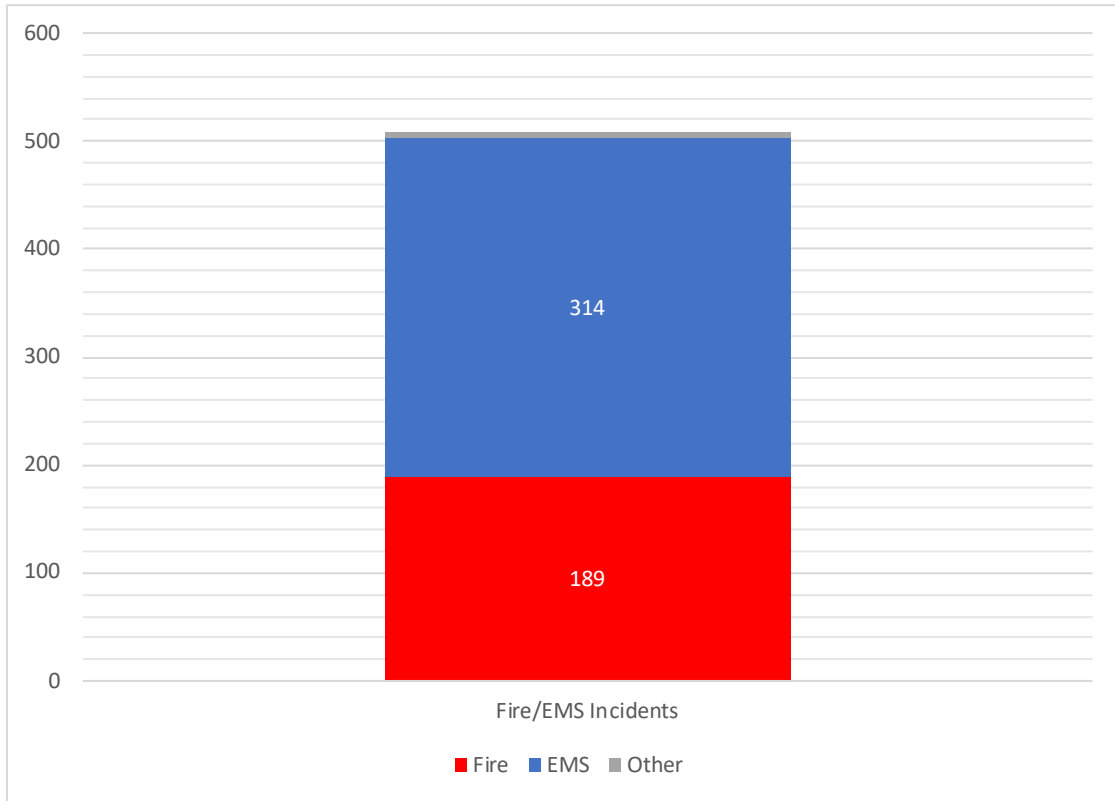
Rob Gaylor

Or Nikki Hartman

804-3304



Westfield Fire July 2025 Incident Statistics

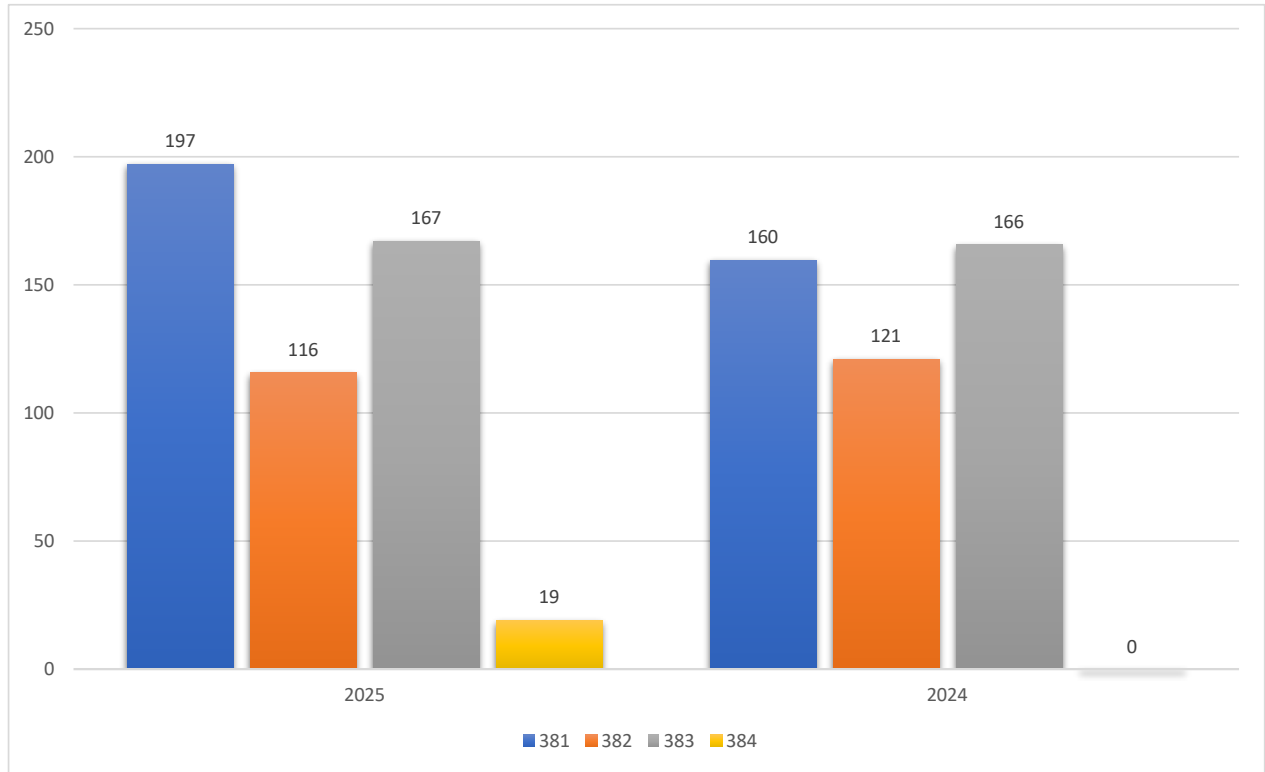


Fire/EMS Incidents		
Incident Type	Incident Counts	Percent of Total
EMS	314	62%
Fire	189	37%
Other	6	1%
Total:	509	

Average 16.97 responses per day. Average turnout time 1:13. And a total of 1155 apparatus response.



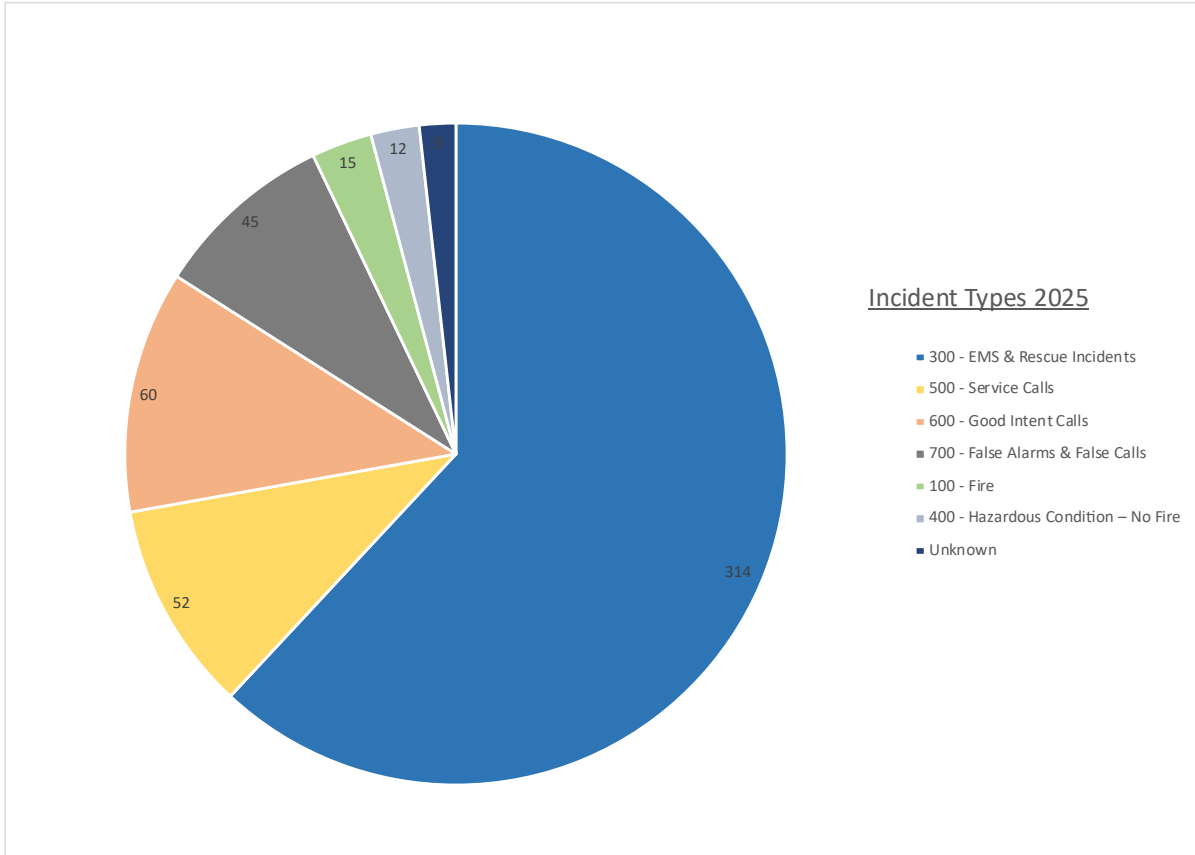
Westfield Fire July 2025 Incident Statistics



District Comparison - Month				
District	2025	2024	Difference	%
381	197	160	37	19%
382	116	121	-5	-4%
383	167	166	1	1%
384	19	0	19	100%
Unknown	4	1	3	75%
Total:	503	448	55	10.93%



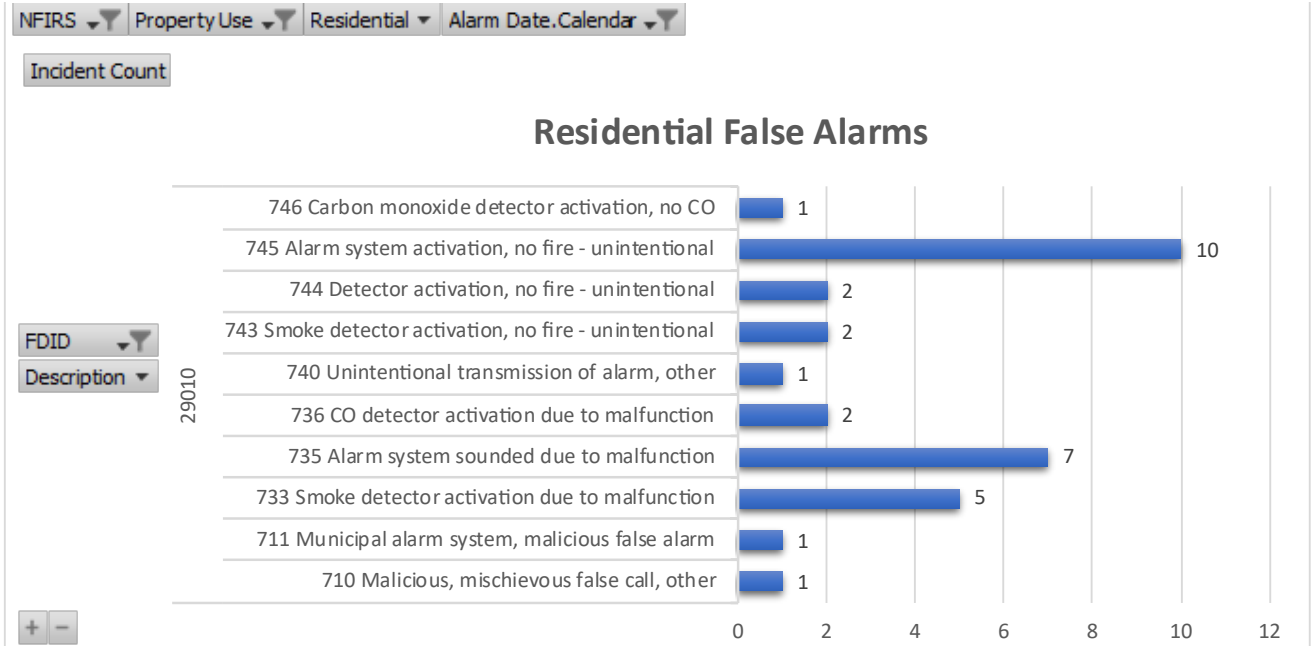
Westfield Fire July 2025 Incident Statistics



Incident Type	Count	Percent of calls
300 - EMS & Rescue Incidents	314	62%
500 - Service Calls	52	10%
600 - Good Intent Calls	60	12%
700 - False Alarms & False Calls	45	9%
100 - Fire	15	3%
400 - Hazardous Condition – No Fire	12	2%
Unknown	9	2%



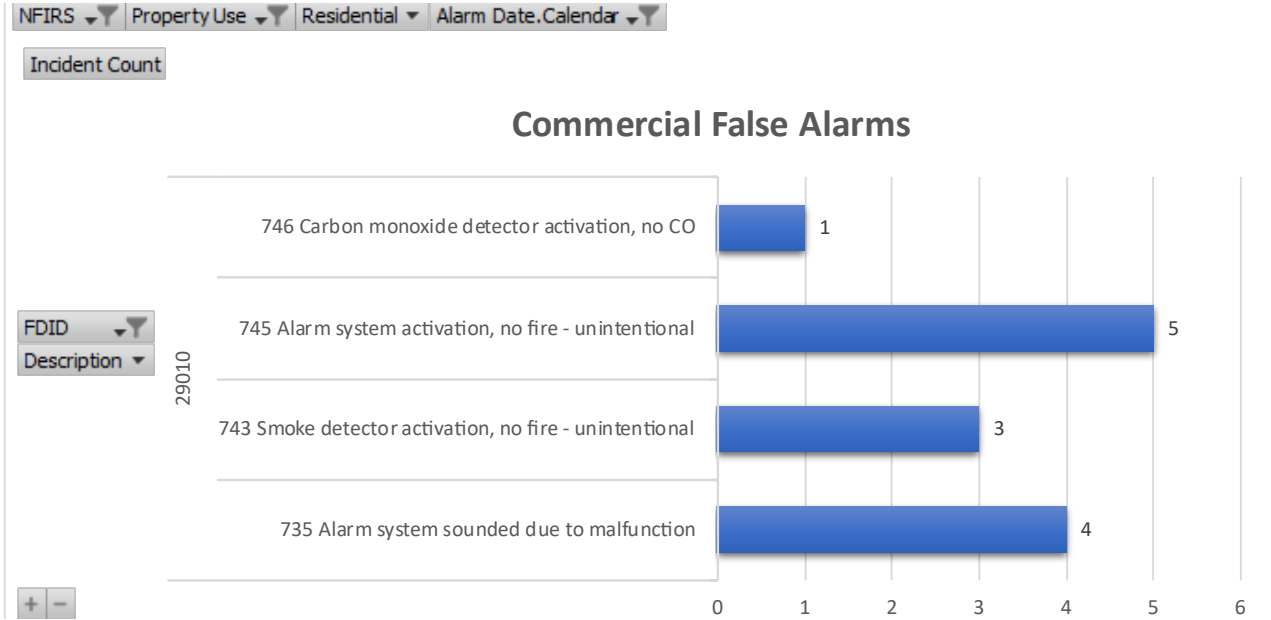
Westfield Fire July 2025 Incident Statistics



32 Residential Alarms



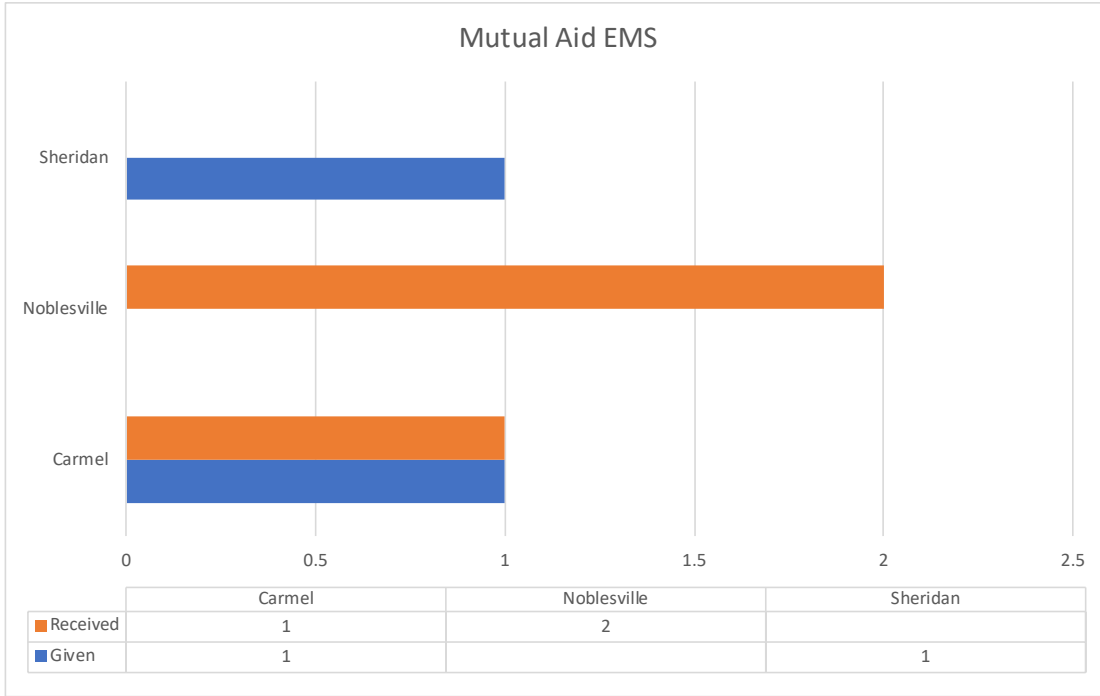
Westfield Fire July 2025 Incident Statistics



13 Commercial False Alarms

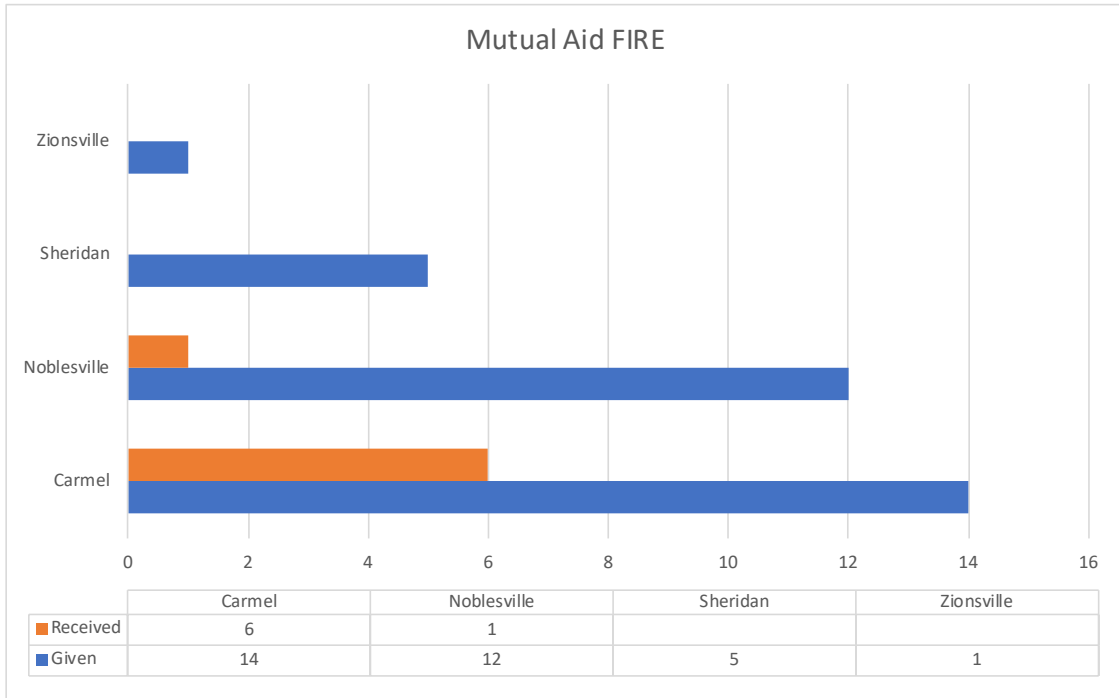


Westfield Fire July 2025 Incident Statistics



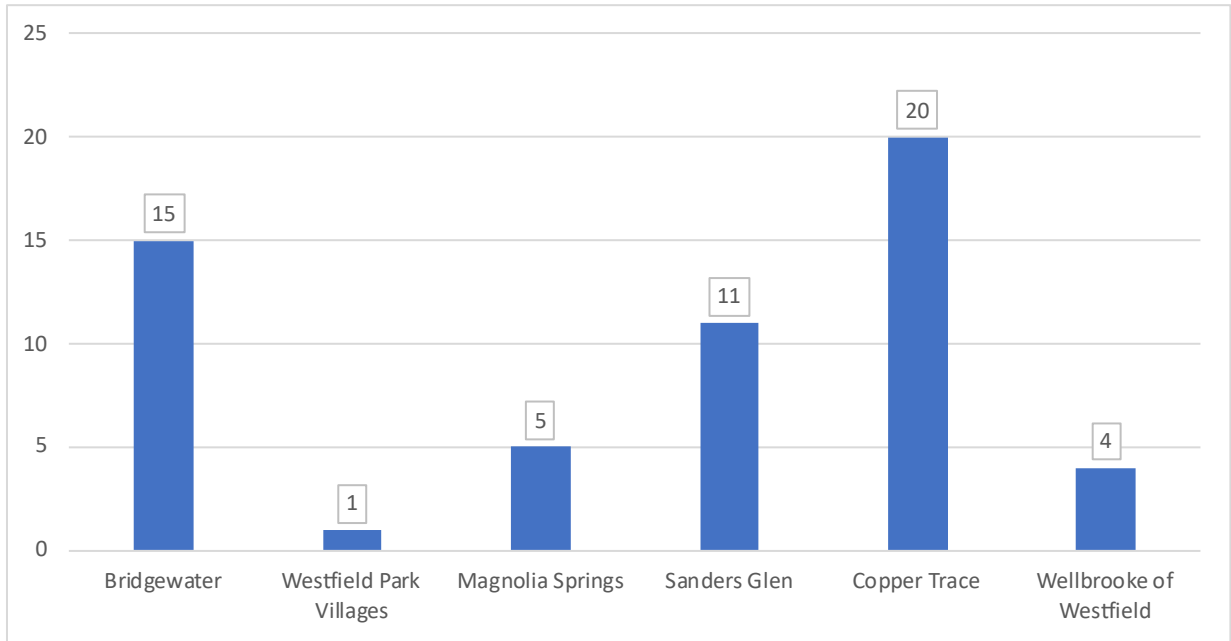


Westfield Fire July 2025 Incident Statistics

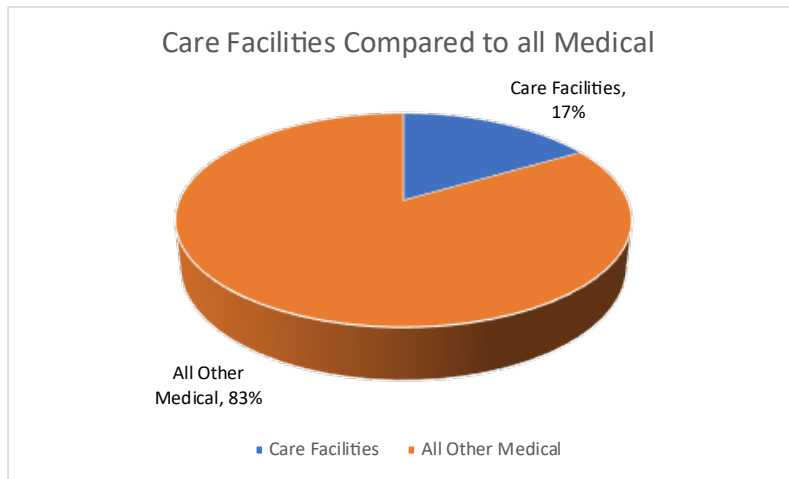




Westfield Fire July 2025 Incident Statistics



Care Facilities	Incident Totals
Bridgewater	15
Westfield Park Villages	1
Magnolia Springs	5
Sanders Glen	11
Copper Trace	20
Wellbrooke of Westfield	4
Total	56





Board of Public Works & Safety
July 2025

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WESTFIELD POLICE DEPARTMENT

July 2025

Events by Nature

Incident Type	Count
911 Hang Up	38
Abandoned Vehicle	10
Abandonment	1
Abuse / Neglect	3
Accident - Hit & Run PD	14
Accident - Hit & Run PI	0
Accident - Other	1
Accident - Property Damage	92
Accident - Personal Injury	13
Accident - Sinking Vehicle	0
Accident - Unknown	6
Accelerator Stuck	0
Active Assailant	0
Alarm - Other	1
Alarm - Vehicle	1
Alarm - Burglar	98
Alarm - Hold Up	18
Animal Bite / Attack	6
Animal Complaint	60
Assist Fire	48
Assist Other Department	29
Assist Public	51
Battery	3
Bike Patrol	4
Bomb Device Found	0
Bomb Threat	0
Burglary	3
Carjacking	0
Case Follow Up	127
Child Seat Inspection	11
Civil Dispute	33
Criminal Mischief	13
Damage to Property	0
Death Investigation	1
Directed Patrol	257
Disturbance	27
Domestic	0
Driving Complaint	240
Drug Complaint	6
Drug Lab	0
Escort	0
Fail to Return Comm Corrections	0
Fight	1
Firearms Shots Fired	2
Foot Patrols	233
Found / Lost Property	18
Found Person	0

WESTFIELD POLICE DEPARTMENT

July 2025

Events by Nature

Incident Type	Count
Fraud Prescription	0
Fraud / Deception	38
Harassment	12
Intoxicated Person	3
Investigation	22
Investigative Stop	0
Juvenile Complaint	1
K9 Detail	0
Kidnapping	0
Lock Out	52
Loud Party	10
Mental Emotional - Violent	7
Mental Emotial/Suicide Attempt	1
Mental Person	9
Miscellaneous	26
Missing Person	3
Missing Person - PLS	0
New Call	0
Nuisance	27
Ordinance Misc.	29
Parking Complaint	31
Physical Disturbance	19
Product Contamination	0
Reckless Activity	1
Road Rage	9
Robbery	0
Runaway	4
School Patrol	133
Security Check	383
Sex Offense	2
Shooting	1
Solicitor	1
Special Detail	0
Stabbing	0
Suicide	0
Suspicious Activity	111
Suspicious Package	0
Suspicious Person	1
Test	1
Theft	32
Theft - From a Vehicle	4
Theft - of a Vehicle	4
Theft Shoplifter	0
Threat to Life	15
Threatening Suicide	11
Tow Release	0

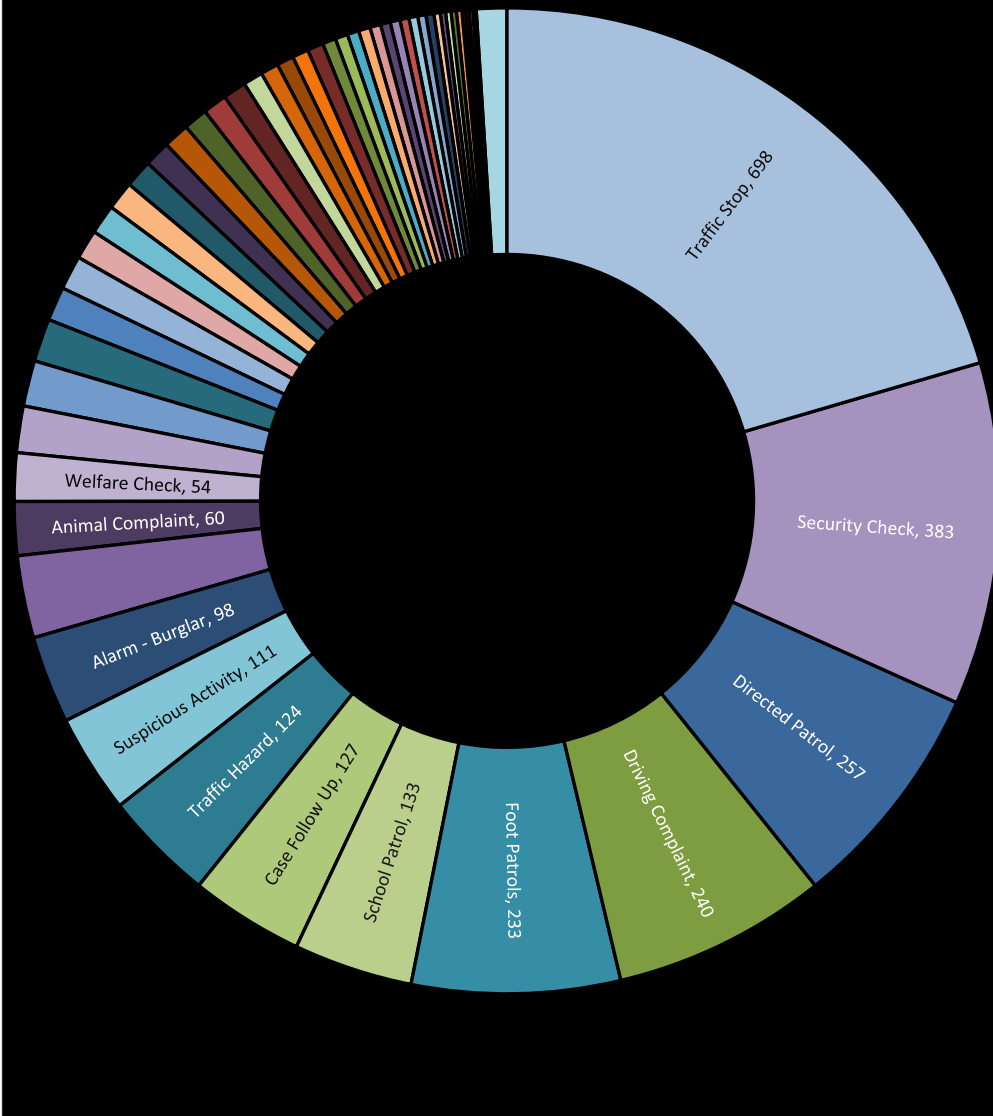
WESTFIELD POLICE DEPARTMENT

July 2025

Events by Nature

Incident Type	Count
Traffic Hazard	124
Transport	0
Trespassing	20
Traffic Stop	698
Unknown Call for Police	0
VIN Check	33
Wanted	2
Warrant Service	6
Weapons Complaint	0
Welfare Check	54
Total	3409

Monthly Events by Incident Type July 2025

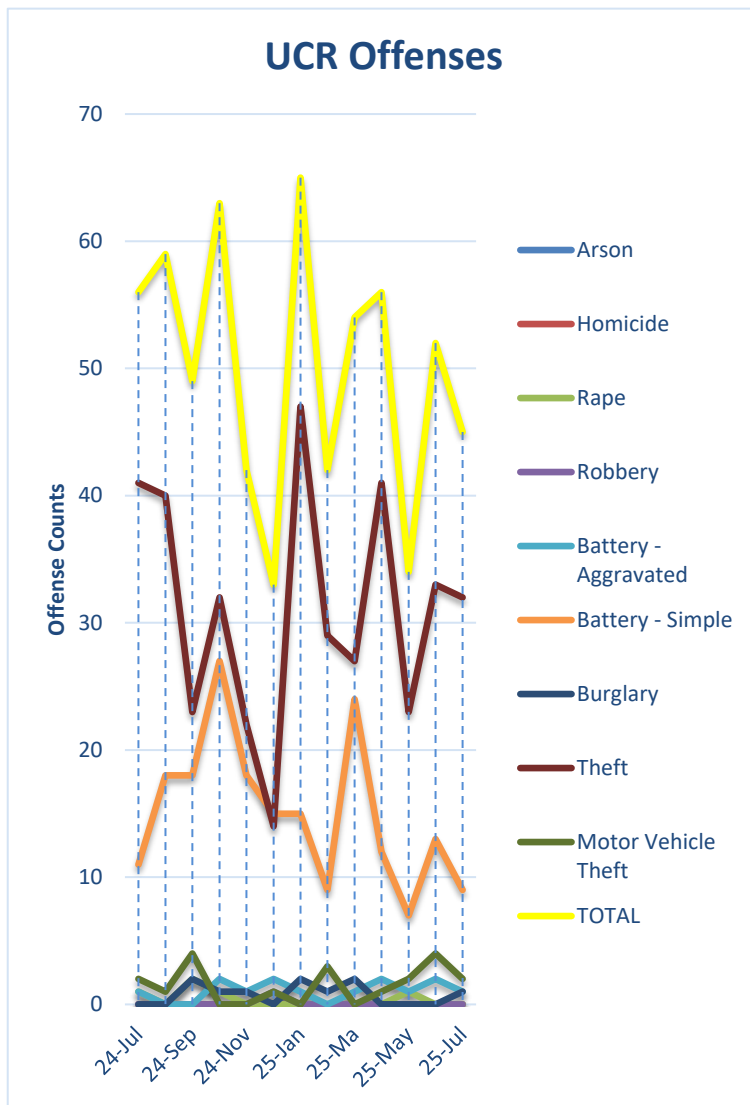


WESTFIELD POLICE DEPARTMENT

July 2025

UCR OFFENSES

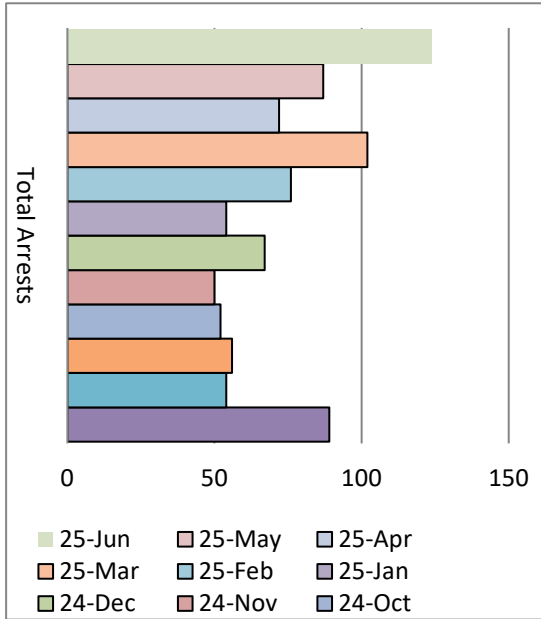
OFFENSE	24-Jul	24-Aug	24-Sep	24-Oct	24-Nov	24-Dec	25-Jan	25-Feb	25-Mar	25-Apr	25-May	25-Jun	25-Jul
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	1	0	2	1	0	0	0	0	0	0	1	0	0
Robbery	0	0	0	0	0	1	0	0	0	0	0	0	0
Battery - Aggravated	1	0	0	2	1	2	1	0	1	2	1	2	1
Battery - Simple	11	18	18	27	18	15	15	9	24	12	7	13	9
Burglary	0	0	2	1	1	0	2	1	2	0	0	0	1
Theft	41	40	23	32	22	14	47	29	27	41	23	33	32
Motor Vehicle Theft	2	1	4	0	0	1	0	3	0	1	2	4	2
TOTAL	56	59	49	63	42	33	65	42	54	56	34	52	45



WESTFIELD POLICE DEPARTMENT

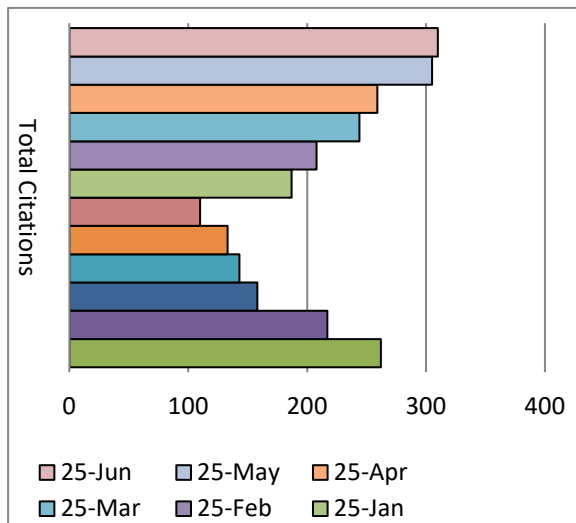
July 2025

Arrest Reports Taken	24-Jul	24-Aug	24-Sep	24-Oct	24-Nov	24-Dec	25-Jan	25-Feb	25-Mar	25-Apr	25-May	25-Jun	25-Jul
Alcohol/ Drug Related	21	16	15	13	13	21	8	17	17	19	22	19	9
Felony Charges	48	23	31	30	39	29	37	21	30	26	39	55	50
Misdemeanor Charges	110	66	54	64	60	70	70	89	96	74	104	130	107
Total Arrests	89	54	56	52	50	67	54	76	102	72	87	124	97



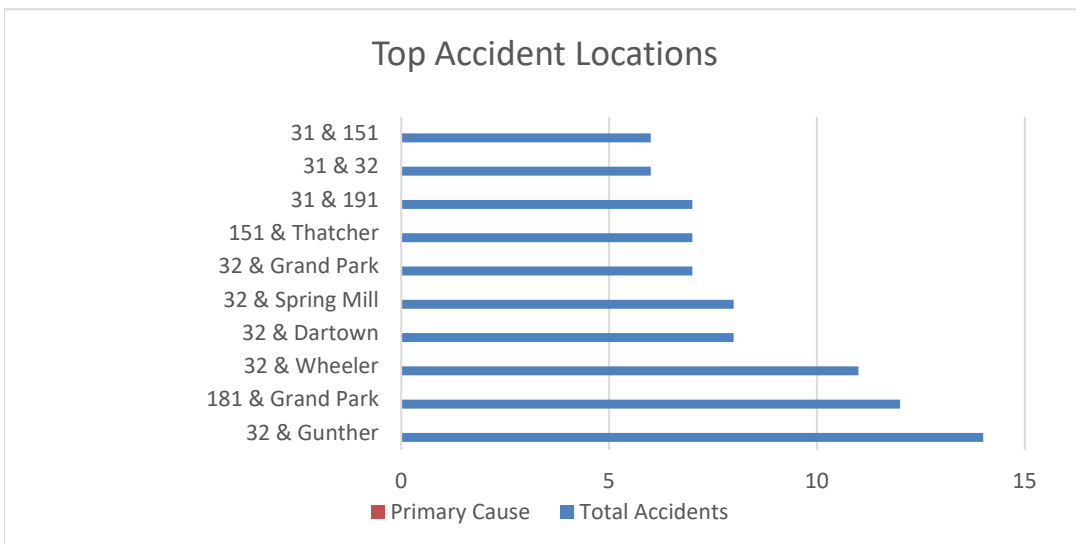
Traffic	24-Jul	24-Aug	24-Sep	24-Oct	24-Nov	24-Dec	25-Jan	25-Feb	25-Mar	25-Apr	25-May	25-Jun	25-Jul
Total Citations	262	217	158	143	133	110	187	208	244	259	305	310	284
Total Written Warning:	637	532	494	472	588	305	509	617	636	667	602	648	532
Total Traffic Accidents	63	56	71	70	74	93	79	62	72	81	77	66	71
Property Damage	49	50	61	64	65	83	72	55	61	67	63	57	62
Personal Injury	14	7	10	6	9	10	7	7	11	13	14	9	9
Fatality	0	0	0	0	0	0	0	0	0	1	0	0	0
Hit and Run*	15	4	6	11	6	9	9	7	5	13	10	9	6

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



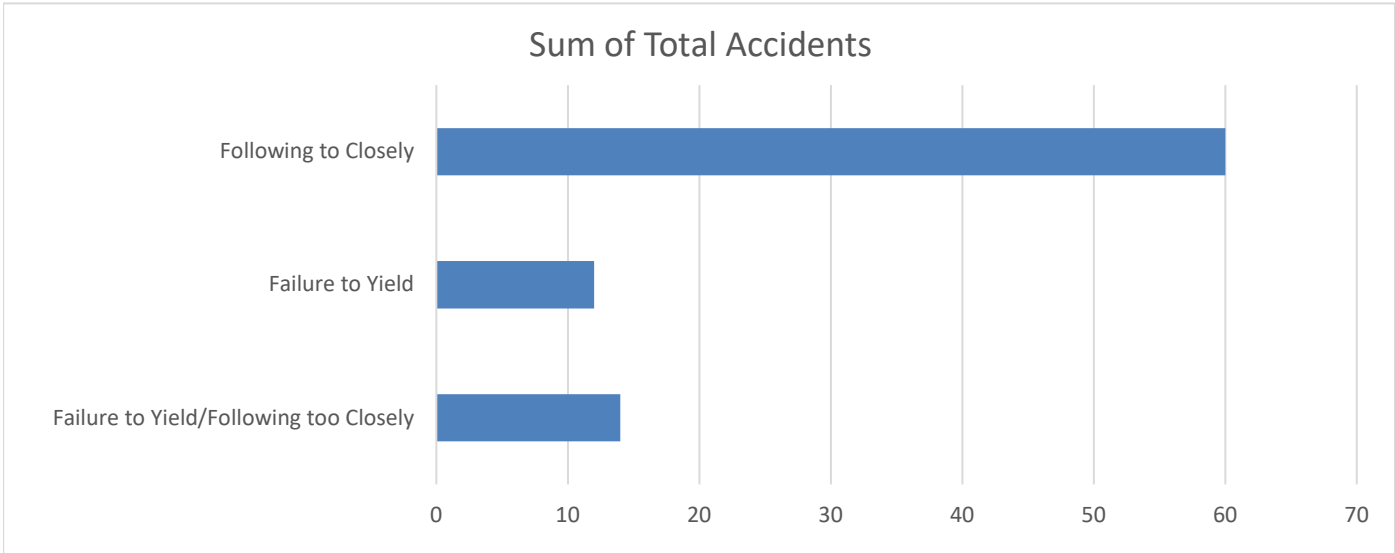
Top Accident Locations

Accident Location	Total Accidents	Primary Cause
32 & Gunther	14	Following too Closely
181 & Grand Park	12	Failure to Yield
32 & Wheeler	11	Following too Closely
32 & Dartown	8	Following too Closely
32 & Spring Mill	8	Following too Closely
32 & Grand Park	7	Failure to Yield/Following too Closely
151 & Thatcher	7	Failure to Yield/Following too Closely
31 & 191	7	Following too Closely
31 & 32	6	Following too Closely
31 & 151	6	Following too Closely



Total Accidents by Primary Cause, based on Top Accident Locations

Primary Cause	Sum of Total Accidents
Failure to Yield/Following too C	14
Failure to Yield	12
Following to Closely	60



Community Events

7/3/25 Sgt. Carter Wins Gold at Police and Fire Games

7/4/25 Westfield Rocks the 4th

7/17/25 Youth Leadership & Development Academy

7/30/25 Lt. Hollowell visits with the Rotary Club

