



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda

BOARD OR COMMISSION: Board of Public Works Meeting

MEETING DATE: Wednesday, October 15, 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 – September 24, 2025

CONTRACTS/AGREEMENTS

Action Item #2:

- GM Land and Cattle Company LLC & City of Westfield – Tournament Trail Road Impact Fee Credit Agreement

Action Item #3:

- RFP Award Recommendation – Towing & Wrecker Services for the Westfield Police Department

Action Item #4:

- Mark & Marcia Nigh & City of Westfield – Agreed Findings & Judgment

Action Item #5:

- iBeach Holding Partners, LLC & City of Westfield – Westfield Collective Perimeter Trail – Development Agreement

PUBLIC HEARING

Action Item #6:

- Garmong BOT Development 2, LLC & City of Westfield – Public-Private Agreement for the Building, Operating, & Transferring of the Westfield Police Headquarters Project

CONSENT AGENDA

- Elm Real Estate Construction LLC & City of Westfield – Road Impact Fee Installment Agreement

- October Bond Information

DEPARTMENT REPORTS

Fire

Police

Public Works

ADJOURNMENT



OPENING OF REGULAR MEETING

Nick Barbknecht called the meeting to order at 1 PM

Note the presence of a quorum

Nick Barbknecht, Chuck Lehman, and Mayor Willis were present. Also in attendance were Legal Attorney Nicole Buskill, and Records Manager, Kim Strang.

APPROVAL OF MINUTES

Action Item #1:

- **Approval of Minutes – August 27, 2025**

Motion to approve made by: Chuck Lehman

Seconded by: Mayor Willis

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

CONTRACTS/AGREEMENTS

Action Item #2:

Speck Dempsey, LLC & City of Westfield – Contract for Goods & Services –Master Plan for Westfield New Planned Park – First Amendment

Economic Development Director, Jenell Fairman presented the amendment to an existing contract with Speck Dempsey. The city first engaged Speck Dempsey in 2024 to do a master plan of the area surrounding city services. This amendment would extend their services to include renderings, work with developers on land purchase agreements, and to provide feedback on development plans.

Motion to approve made by: Mayor Willis

Seconded by: Chuck Lehman

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

Action Item #3:

- **Winterburg Developer, LLC & City of Westfield – Winterburg Resurfacing Development Agreement**

Michael Pearce presented. This is an agreement between the city and the developer of the Winterburg Development located at 193rd Street and Casey Road. The subdivision has an entrance off of Casey Rd. and typically the development would be required to construct an ACCEL/DECL lane. There is a future planned roundabout at 193rd and Casey Rd. that would require reworking of that roadway. This agreement is asking the developer to pay the city for the cost of resurfacing, so the city can hold the funds and apply them to future permanent repairs. The agreed upon amount would be \$54,000.

Motion to approve made by: Chuck Lehman

Seconded by: Mayor Willis

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

Action Item #4:

- **Approval of Neighborhood Vibrancy Grant Agreement – Bordeaux Walk**

Parks & Recreation Director, Chris McConnell, presented action items 4–9 together. These are grant agreements between the city and individual HOA's which spell out the award of dollars being given and the reporting requirements that are needed to be filed with the city upon completion of their projects. The mayor requested Director McConnell to work with the Communications Department, so the public could see the results of the projects that public dollars were used for, and the improvements that were made in the community. Director McConnell stated this is part of the requirement to take before and after pictures and to provide documentation as to how the money was spent. So it would be easy to provide pictures and documentation of the impact the dollars made on each subdivision. The first round, 19 grants were issued, and in this second round, 6 were issued.

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

Action Item #5:

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

Action Item #6:

- **Approval of Neighborhood Vibrancy Grant Agreement – Bridgewater Club**

Action Item #7:

- **Approval of Neighborhood Vibrancy Grant Agreement – Gristmill Villas & Trails**

Action Item #8:

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

Action Item #9:

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

Action Item #10:

- **Signing Authority – Signworks – 146th Street Bridge Icon Refurbishment Proposal**

Public Works Director, John Nail presented. Signworks was the vendor that originally built and installed the signage you see on the 146th Street bridge going northbound on SR 32. Over time, the signs have been damaged by the sun and other weather elements. Signworks has put together a package on the cost to take the signs down, refurbish them, and put them back in place. The amount of the quote is \$72,058.96, but Director Nail is asking for the signing authority in hopes of negotiating a lower price and not having to wait until the next meeting for approval. Mr. Barbknecht asked about the longevity of the signs. Mr. Nail stated the signs had lasted 7 years, and he would expect more, so they would be looking at using different materials this time. Mr. Lehman inquired where the costs to refurbish the signs would be coming from. Mr. Nail replied that it would come out of his contractual service line.

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

Action Item #11:

- **Brandt Construction, Inc. & City of Westfield – Goods & Services Contract - 102 S. Union Rehabilitation**

John Nail presented. A public bid for the rehabilitation of the green building that remains on stilts at the corner of SR32 and Union St. was sent out. The work includes excavation and pouring the basement concrete, coordination with the building mover, and setting the building on the foundation, and full rehabilitation of the building. The contract with Brandt Construction, who is knowledgeable and experienced in historic preservation, is for \$2,393,000. This will be a 50/50 venture between the city and INDOT as part of the environmental commitment to the SR32 project.

Mayor Willis stated there had been some tough conversations about what to do with this building. The decision and commitment to move the building was made 7–8 years ago. The mayor feels that because the commitment was made, and it is the first commercial building in the Town of Westfield, that we need to spend the money to move the building, following through on the commitment. The mayor said that he has been committed, since becoming mayor, to preserving certain historic buildings, creating a unique district downtown that other cities in Hamilton County do not have. Although there is not a known occupant, this will be an income stream that will eventually give the return to taxpayers on the investment in moving the building. It won't be immediate, but overtime he believes will pay for itself.

Chuck Lehman asked if the basement would be functional or mechanical. Mr. Nail stated it would be for housing mechanicals and storage.

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

Action Item #12:

- **Citizens Wastewater of Westfield, LLC & City of Westfield – Utility Easement Agreement - Dedication of Sanitary Sewer Easements to CEG for Lift Station Project**

John Nail presented. CEG is working on a force main sewer project along 181st Street. It will start at the lift station at 181st Street on to the West and will provide additional capacity for future development on the west side of Westfield for sanitary sewer. CEG asked the city for a sanitary sewer easement dedication for this project. Typically, the city would require CEG to get appraisals and pay the city a couple of thousand dollars. Mr. Nail is asking the board to approve the dedication, at no cost, based on the relationship with CEG. It is a benefit to the city to maintain a good relationship with CEG and other utility providers. The public works department has confirmed the project will not be a conflict with the future roundabout at 181st Street and Grand Park Blvd.

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

Action Item #13:

- **Citizens Wastewater of Westfield, LLC & City of Westfield – Quit Claim Deed to CEG for Lift Station Project**

John Nail presented. This is another force main project that CEG is doing near 191st Street and East Street area. There is a small parcel along the east side of US 31 that the Town of Westfield is the deeded owner. There was a lift station located here previously when we owned the sanitary sewer utility. In the sale to CEG in 2014, this parcel, for some unknown reason, was not included. CEG is requesting a Quit Claim Deed for this parcel. Mr. Nail spoke with the city legal team, and they feel comfortable from a liability perspective doing a Quit Claim Deed.

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

RESOLUTIONS

Action Item #14:

- **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 – Officer Angela Martin**

Chief Keen presented. This resolution pertains to the retirement of Angie Martin after 27 years of service and is in accordance with the police department's general order 26.1.2. The order allows a retired sworn WPD personnel to receive his/her primary duty weapon upon approval by the WPD chief or designee and this board. Nick Barbknecht asked Chief Keen to thank Ms. Martin for her service on behalf of the city.

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

CONSENT AGENDA

Motion to approve the Consent Agenda made by: Nick Barbknecht
Seconded by: Mayor Willis
Vote: Yes-3; No-0. Motion carried.

- **Rebar Development, Inc. & City of Westfield – Ambrose on Main – Road Impact Fee Installment Agreement**

- **September Bond Information**

DEPARTMENT REPORTS

- **Fire**
 - **Fire Union 4416 Comments**

Chief Gaylor gave the fire report highlighting the big events in August. The department is responding to 18+ calls a day, with

an average turnout time of a minute, seven seconds. In comparing August 2024 to August 2025, the call volume is up 11%. Since passing the ordinance relating to extended care facilities, call volume to those facilities is down 20% compared to 2024.

Nick Barbknecht asked the Chief if he would give an update at a future meeting on the Fire Union 4416 concerns. Chief Gaylor stated that he would not speak on behalf of 4416 but was sure a member of the board would come to address any questions or concerns there may have.

Police

Chief Keen presented the police report. A point of interest, in looking at the number of reported crimes has gone down when you compare August 2024 to August 2025. However, there was one significant event in August, where two of our city officers were shot at during a pursuit. Chief Keen thanked all the agencies that assisted with this and thanked our city fire department for their assistance as well. The Merit Board has completed a hiring list, and the first 5 names have been called. Four will be lateral hires and one new hire who will go through the Academy. They are looking to hire these five people in November/December, and they will be filling positions of officers that have retired.

Public Works

Director Nail gave the Public Works report.

- 161st & Spring Mill roundabout is open
- SR 32 from Union to Poplar is expected to open October 28th.
- 171st & Ditch roundabout is ongoing
- Towne & 146th roundabout is in process
- The northeast corner of Park & Poplar/city street department is constructing a temporary parking area.
- Two houses on the north side of Park Street will be demolished by the street department for additional temporary parking.

Director Nail gave a shout-out to the street department for supporting economic development and other departments in the city to do things efficiently and cost effectively to save taxpayer dollars.

Mayor Willis gave kudos to both Director Nail and Director Fairman for being proactive in trying to keep up with the parking in the downtown area.

ADJOURNMENT

Motion to adjourn was made by: Mayor Willis

Seconded by: Nick Barbknecht

Meeting adjourned at 1:37 PM

Deputy Clerk

Board Member

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

ROAD IMPACT FEE CREDIT AGREEMENT

This **ROAD IMPACT FEE CREDIT AGREEMENT** (this “**Agreement**”) is made and entered into as of the ____ day of _____, 2025, by and between the CITY OF WESTFIELD, INDIANA, an incorporated municipality (“the **City**”) and GM Land and Cattle Company, LLC (“**Developer**”) (collectively, the “**Parties**”) as follows:

WHEREAS, the City desires to assist development and integrate improvements of complementary right-of-way infrastructure collaboratively with the development community;

WHEREAS, the development community desires to assist the City in its efforts to improve the Westfield road network and associated infrastructure;

WHEREAS, the City has adopted the Westfield-Washington Township Comprehensive Plan which provides for the future development and expansion of certain roadways within the City’s planning and zoning jurisdiction (the “**Thoroughfare Plan**”);

WHEREAS, Developer is required to dedicate right-of-way and provide connectivity of streets with existing or planned streets with adjacent properties pursuant to the Westfield-Washington Township Unified Development Ordinance (the “**UDO**”) and the Thoroughfare Plan;

WHEREAS, Developer intends to develop the real estate located north of State Highway 32 and East of Ditch Road, and more particularly identified in Exhibit A (the “**Real Estate**”) as a mixed-use development to be known as “**Gristmill Market Place**” as generally depicted in Exhibit B (the “**Concept Plan**”);

WHEREAS, as part of the development of the Real Estate, the City requires Developer to construct and dedicate to the City an access road and related infrastructure in accordance with Article 5.3(F) of the UDO (“**Tournament Trail**”);

WHEREAS, as part of the development of the Real Estate, the City requires Developer to construct and dedicate to the City an alternative transportation corridor consisting of a linear greenway and trail in accordance with Article 5.3(K) of the UDO (“**SR32 Overlay Trail**”);

WHEREAS, Developer has provided plans to the City for the construction of Tournament Trail and the SR32 Overlay Trail (collectively, the “**Public Infrastructure**”) through the Real Estate, as generally depicted in the infrastructure exhibit, attached hereto as Exhibit C (“**Public Infrastructure Exhibit**”);

WHEREAS, the real estate for the Public Infrastructure will be dedicated to the City in conjunction with the recording of a Secondary Plat (as defined in the City’s UDO) for Gristmill Market Place;

WHEREAS, as part of the development of the Real Estate, road impact fees are assessed and required to be paid to the City (the “**Road Impact Fees**”);

WHEREAS, pursuant to City Ordinance 24-43 and Ind. Code § 36-7-4-1335, a road impact fee payer may receive a credit against the Road Impact Fees if the owner or developer of the development constructs or provides road infrastructure or any other "improvement," as the term is defined in Ind. Code § 36-7-4-1335(a) to the City for the benefit of the public, so long as the road infrastructure or improvement is constructed pursuant to the Zone Improvement Plan or in accordance with the City's specifications in force under the City's jurisdiction at the time;

WHEREAS, the amount of the credit shall be determined at the date the road impact fee is assessed (or if an assessment is not requested by the road impact fee payer, at the time the structural building permit is issued), and shall equal the sum of the cost of constructing or providing the road infrastructure or improvement and the fair market value of land, real property interests, and site improvements provided to the City; and

WHEREAS, in accordance with Indiana Code § 36-7-4-1335 *et. seq.*, the City has agreed to grant road impact fee credits or disbursements ("**RIF Credits**") in exchange for the Developer constructing and dedicating the real estate for the Public Infrastructure.

NOW THEREFORE, in consideration of the foregoing and of mutual covenants and agreements herein contained, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1) Design and Construction of Infrastructure.

- a) Developer shall, at its sole expense, design and construct the Public Infrastructure, as identified in Exhibit C hereto, consistent with the City's Zone Improvement Plan, specifications in force at the time, and prescribed measure for construction of these types of infrastructure. Design and construction of the Public Infrastructure by Developer shall be subject to any applicable permits, financial guarantees and inspections by the City. Developer has provided and the City has approved the construction plans for the Public Infrastructure.
- b) As a condition precedent to Developer's eligibility for RIF Credits, the right-of-way for the Public Infrastructure shall be dedicated, at no cost to the City, at the time the Secondary Plat for the Real Estate is recorded, after the Developer has incurred the costs of preparing and recording the Secondary Plat.

2) Road Impact Fee Credits.

- a) Developer has prepared and submitted an estimated cost to construct the Public Infrastructure of One Million One Hundred Ninety-Nine Thousand Nine Hundred Thirty-Nine Dollars and Sixty-Seven Cents (\$1,199,939.67) (the "**Public Infrastructure Costs**"), attached hereto as Exhibit D (the "**Summary Sheet**").
- b) The Road Impact Fees estimated to be generated by the development of Real Estate and assessed and paid to the City are summarized in the Summary Sheet (the "**Estimated Road Impact Fees**"). The Estimated Road Impact Fees are anticipated to exceed the Public Infrastructure Costs.

- c) In consideration for the dedication and construction of the Public Infrastructure, the City agrees to issue RIF Credits to the Developer in the amount of the Public Infrastructure Costs only.
 - d) Developer agrees to not seek RIF Credits for the fair market value of the dedicated real estate for the Public Infrastructure, only Developer's cost to construct the Public Infrastructure.
 - e) Developer shall provide all receipts and an itemized account of expenses to support the total amount of the Public Infrastructure Costs.
 - f) The Parties acknowledge and agree that RIF Credits shall be accounted for in one of the following ways, at the City's sole discretion:
 - i. For any building permits issued to the Developer for the improvements on the Real Estate, the City shall calculate the applicable road impact fee that would have been collected from each of the issued building permits which will be credited from the RIF Credits until such time as the total RIF Credits are received by Developer.
 - ii. For any building permits issued to a party other than Developer for improvements on the Real Estate, the City shall collect the applicable road impact fee for each issued building permit. Developer shall submit an invoice to the City for reimbursement of those funds and those funds shall be disbursed to Developer within 45 days of the City's receipt of invoice. Such disbursements shall continue until such time as the Developer receives the full value of the RIF Credits. Nothing in this Agreement contemplates nor do the Parties intend to benefit a third-party beneficiary through this Agreement.
- 3) Conditions Precedent to Obligations. The obligations of the City and the Developer contained in this Agreement are expressly conditioned upon the enactment and approval of the construction plans for the Public Infrastructure, submitted by Developer to the City, and, absent the occurrence of all of the foregoing conditions, this Agreement shall be null and void and the Parties shall have no further responsibility or obligation to each other under this Agreement.
- 4) Authority. Each undersigned person signing certifies that (a) he/she has had ample time and opportunity to research, consult with experts and investigate all aspects of this Agreement, (b) that no information has been withheld from the other party, (c) he/she is fully empowered and duly authorized by any and all necessary action or consent to execute and deliver this Agreement for and on behalf of the party for which he/she signs, (d) that the party for which he/she signs has full capacity, power, and authority to carry out and enter into the obligations under this Agreement, and (e) that this Agreement has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of the party for which he/she signs.

- 5) Remedies. In the event of either the City's or Developer's failure to perform any of its obligations hereunder, the other party shall notify, in writing, the non-performing party of such default. If the non-performing party is unable to cure such default within thirty (30) days, then the other party may pursue any remedy available at law or in equity. The substantially prevailing party in any litigation arising as a result of a default by a party hereto shall be entitled to recover costs of the action, including reasonable attorneys' fees. The Parties stipulate that the only appropriate venue shall be the Hamilton County Indiana Circuit or Superior courts. Developer waives any and all recourse should the City file a lien for all amounts due on the subject property still owned or controlled by the Developer should the Developer be in default of this Agreement.
- 6) On _____, the Westfield Board of Public Works and Safety approved and authorized this Agreement on behalf of the City.
- 7) In the event any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect.
- 8) Under Ind. Code § 22-5-1.7-11, by entering into the Agreement with the City, Developer is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. Developer 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. Developer hereby states that it does not knowingly employ an unauthorized alien. Developer further affirms that, prior to entering into the Agreement with the City, it will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.
- 9) Developer agrees to use commercially reasonable efforts to cause its subcontractors, to not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.
- 10) This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original for all purposes hereof. This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby and supersedes any other prior or simultaneous agreement related to such matters.
- 11) The Developer authorizes the City to record this Agreement in the Office of the Recorder of Hamilton County, Indiana, if desired by the City.

- 12) This Agreement shall be construed in accordance with and governed by the laws of the state of Indiana. This Agreement may be enforced by the City, and the only proper venue shall be the Hamilton Circuit or Superior Courts in Hamilton County, Indiana.
- 13) Each undersigned person attests, subject to the penalties for perjury, that he is the properly authorized representative, agent, member, that he has not, nor has any other member, employee, representative or agent, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.
- 14) To the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party and the officers, agents, servants, and employees of such entity, in their official and personal capacities from and against any and all claims, demand, actions, causes of action, judgment, loss, costs, damages, injuries and expenses (including reasonable attorneys' fees) arising out of or concerning (1) the failure of the indemnifying party to observe and perform any of its obligations under this Agreement and/or (2) any intentional or negligent act or omission by the indemnifying party. The City's obligations hereunder shall be limited by applicable state and federal statutes and constitutional provisions protecting the exposure and liability of the City (including but not limited to the terms of Indiana's Tort Claims Act), so that the City's obligations to indemnify and hold harmless hereunder shall not exceed what might have been the City's liability to a claimant had the City been sued directly by the claimant and all appropriate defenses had been raised by the City.
- 15) Developer may not assign this Agreement or any portion hereof without the City's prior written consent, by and through the City of Westfield's Board of Public Works and Safety. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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

If to City:

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

With a copy to:

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

If to Developer:

GM Land and Cattle Company, LLC
c/o William Tres Development, LLC
Attn: Travis W. May
17119 Westfield Park Road
Westfield, Indiana 46074

With a copy to:

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

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

City of Westfield, Hamilton County, Indiana (“City”)

By: _____
Scott Willis, Member
Board of Public Works and Safety

Date: _____

By: _____
Chuck Lehman, Member
Board of Public Works and Safety

Date: _____

By: _____
Nick Barbknecht, Member
Board of Public Works and Safety

Date: _____

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the above parties, who having been duly sworn acknowledged the execution of the foregoing instrument.

SIGNATURE OF NOTARY PUBLIC

State of Indiana, County of Hamilton, SS:

Subscribed and Sworn before me this ____ day of _____, 2025.

Printed Name of Notary Public _____

My Commission Expires _____

GM Land and Cattle Company, LLC (“Developer”)

By: _____
Travis W. May , its Managing Member

Date: _____

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the above party, who having been duly sworn acknowledged the execution of the foregoing instrument.

SIGNATURE OF NOTARY PUBLIC

State of _____, County of _____, SS:

Subscribed and Sworn before me this ____ day of _____, 2025.

Printed Name of Notary Public _____

My Commission Expires _____

This instrument was prepared by: Matthew S. Skelton, Church Church Hittle + Antrim, Two North Ninth Street, Noblesville, Indiana, 46060, (317) 773-2190.

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

EXHIBIT A
REAL ESTATE

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

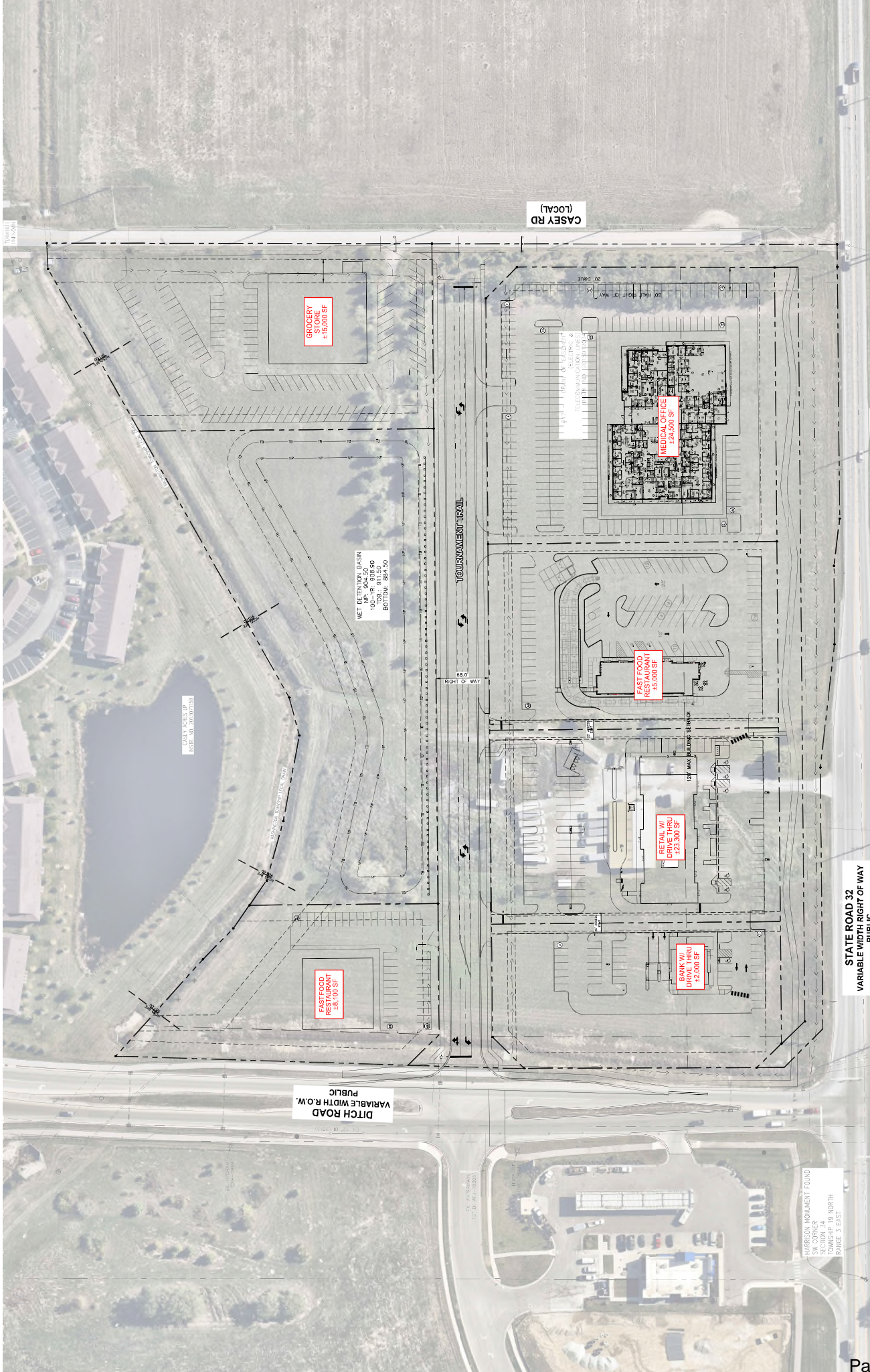
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 19 NORTH, RANGE 3 EAST; THENCE NORTH 89 DEGREES 27 MINUTES 36 SECONDS EAST (BASIS OF BEARINGS PER INDIANA STATE PLANE COORDINATES -EAST ZONE) ON AND ALONG THE SOUTH LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER 1323.10 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 00 DEGREES 05 MINUTES 07 SECONDS EAST ALONG THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER 25.00 FEET TO A MAG NAIL AT THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 89 DEGREES 27 MINUTES 36 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF SAID WEST HALF 554.60 FEET TO A 5/8' REBAR WITH RED CAP STAMPED FIRM #0066 (HEREINAFTER REFERRED TO AS REBAR) AT THE SOUTHEAST CORNER OF THE LAND OF THE TOWN OF WESTFIELD, INDIANA AS SET OUT IN A WARRANTY DEED RECORDED AS INSTRUMENT NO. 2008032205 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA (THE FOLLOWING TWO COURSES ARE DESCRIBED ALONG THE NORTH LINE OF SAID LAND); 1.) THENCE NORTH 76 DEGREES 35 MINUTES 44 SECONDS WEST 114.37 FEET TO A REBAR; 2.) THENCE SOUTH 89 DEGREES 27 MINUTES 36 SECONDS WEST 332.83 FEET TO A REBAR ON THE EAST RIGHT OF WAY LINE OF PROPOSED EAGLE PARKWAY AS PER AN UNRECORDED RIGHT OF WAY PARCEL EXHIBIT PREPARED BY STOEPPELWORTH & ASSOCIATES, INC. AS JOB NO. 62390WFG, DATED APRIL 1, 2013 (THE FOLLOWING FIVE (5) COURSES ARE DESCRIBED ALONG SAID EAST RIGHT OF WAY LINE); 1.) THENCE NORTH 44 DEGREES 47 MINUTES 05 SECONDS WEST 69.78 FEET TO A REBAR; 2.) THENCE NORTH 00 DEGREES 09 MINUTES 45 SECONDS WEST 341.19 FEET TO A REBAR AT THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 540.00 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 00 DEGREES 53 MINUTES 14 SECONDS EAST AND A LENGTH OF 16.98 FEET; 3.) THENCE NORTHERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 1 DEGREE 48 MINUTES 07 SECONDS, AN ARC DISTANCE OF 16.98 FEET TO A REBAR; 4.) THENCE NORTH 01 DEGREES 47 MINUTES 11 SECONDS EAST 471.05 FEET TO A REBAR AT THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1940.00 FEET AND BEING SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 01 DEGREES 08 MINUTES 23 SECONDS EAST AND A LENGTH OF 22.07 FEET; 5.) THENCE NORTHERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00 DEGREES 39 MINUTES 07 SECONDS, AN ARC DISTANCE OF 22.07 FEET TO A REBAR ON THE SOUTH LINE OF CASEY ACRES APARTMENTS, A SUBDIVISION IN HAMILTON COUNTY, INDIANA AS PER PLAT THEREOF RECORDED AS INSTRUMENT NO. 2013031598 AND FILED IN PLAT CABINET NO. 5, SLIDE NO. 81 IN SAID RECORDER'S OFFICE

(THE FOLLOWING EIGHT (8) COURSES ARE DESCRIBED ALONG SAID SOUTH LINE; 1.) THENCE SOUTH 47 DEGREES 59 MINUTES 51 SECONDS EAST 166.03 FEET; 2.) THENCE SOUTH 45 DEGREES 25 MINUTES 57 SECONDS EAST 54.89 FEET; 3.) THENCE SOUTH 55 DEGREES 04 MINUTES 14 SECONDS EAST 74.49 FEET; 4.) THENCE SOUTH 74 DEGREES 21 MINUTES 31 SECONDS EAST 78.60 FEET TO A REBAR; 5.) THENCE SOUTH 79 DEGREES 25 MINUTES 05 SECONDS EAST 110.95 FEET TO A REBAR; 6.) THENCE NORTH 75 DEGREES 01 MINUTES 41 SECONDS EAST 50.08 FEET; 7.) THENCE NORTH 60 DEGREES 37 MINUTES 31 SECONDS EAST 626.05 FEET TO A REBAR; THENCE NORTH 87 DEGREES 26 MINUTES 29 SECONDS EAST 32.66 FEET TO A MAG NAIL ON THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER; THENCE SOUTH 00 DEGREES 05 MINUTES 07 SECONDS WEST 1006.38 FEET TO THE POINT OF BEGINNING, CONTAINING 19.395 ACRES, MORE OR LESS.

EXCEPTING THEREFROM THAT LAND CONVEYED TO THE CITY OF WESTFIELD, INDIANA AS IDENTIFIED AND DESCRIBED WITHIN EXHIBIT "A" OF WARRANTY DEED DATED NOVEMBER 19, 2017 AND RECORDED JANUARY 26, 2018 AS INSTRUMENT NO. 2018003620 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

EXHIBIT B
CONCEPT PLAN

The “**Concept Plan**” appears on the following page of this agreement.



FUTURE DEVELOPMENTS
WESTFIELD, INDIANA
May 14, 2025

SPRINGMILL TRAILS MARKET CENTER



STATE ROAD 32
VARIABLE WIDTH RIGHT OF WAY
PUBLIC

DITCH ROAD
VARIABLE WIDTH R.O.W.
PUBLIC

THURBORN MONUMENT FOUND
BY DEED OF
TOWNSHIP 19 NORTH
RANGE 3 EAST

EXHIBIT C
PUBLIC INFRASTRUCTURE EXHIBIT

The “**Public Infrastructure Exhibit**” appears on the following page of this agreement.

NO.	DATE	BY	REVISIONS
3	02/17/25	LPF	CITIZENS COMMENTS
2	01/17/25	LPF	TAC REVIEW #2
1	02/17/25	LPF	CITIZENS REVIEW #3
0	05/20/25	LPF	05/20/25

APPROVED BY K/S	DESIGNED BY K/S	DRAWN BY LPF	CHECKED BY K/S
Kimley-Horn	Kimley-Horn	Kimley-Horn	Kimley-Horn

GENERAL PLAN NOTES
 1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 2. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 36" BELOW FINISH GRADE UNLESS NOTED OTHERWISE.
 3. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 36" BELOW FINISH GRADE UNLESS NOTED OTHERWISE.
 4. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 36" BELOW FINISH GRADE UNLESS NOTED OTHERWISE.

LEGEND

- TOURNAMENT TRAIL EXTENSION
- TRAIL CORRIDOR
- STORM
- RIGHT OF WAY DEDICATION: 2.86 ACRES
- TRAIL CORRIDOR TO CITY: 0.87 ACRES

NOTES

1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
 2. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 36" BELOW FINISH GRADE UNLESS NOTED OTHERWISE.
 3. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 36" BELOW FINISH GRADE UNLESS NOTED OTHERWISE.

PROPOSED LEGEND

- 30" OCC EXIST
- 30" OCC EXIST
- 30" OCC EXIST
- 30" OCC EXIST
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- 30" OCC EXIST
- 30" OCC EXIST

before you dig

Graphic Scale in Feet: 0, 25, 50, 100

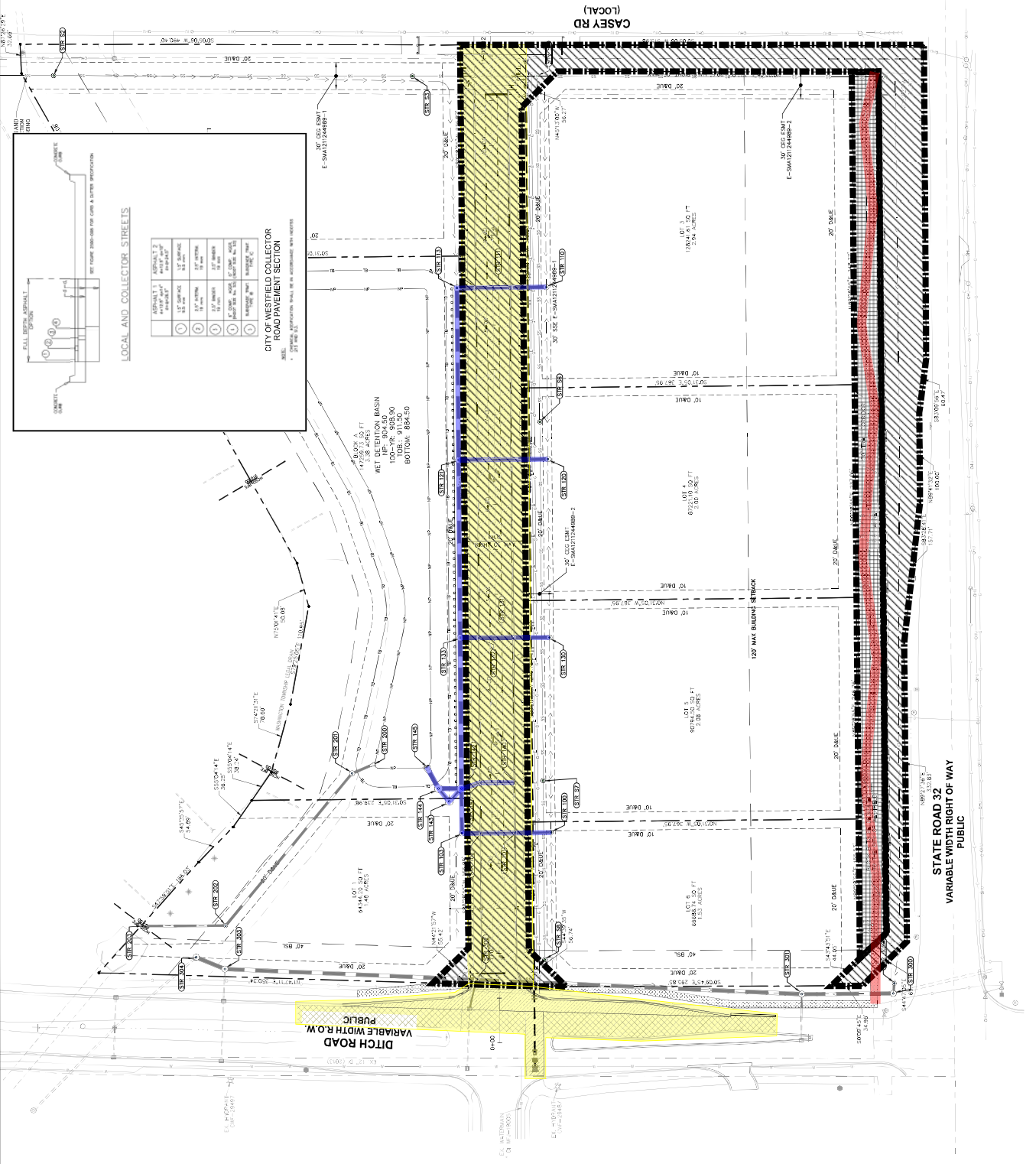


EXHIBIT D
SUMMARY SHEET

The “**Summary Sheet**” appears on the following page of this agreement.

PUBLIC INFRASTRUCTURE COSTS - ENGINEERING ESTIMATES

Public Improvement	Creditable Costs (1)	Notes:
Tournament Trail (1,065 linear feet +/-) and State Highway 32 Trail Corridor (0.82 acre +/-)	\$ 1,199,940	(1) I.C. 36-7-4-1335 provides that developer is entitled to a credit equal to the sum of the following: (A) The cost of constructing or providing the infrastructure or improvement. (B) The fair market value of land, real property interests, and site improvements provided.
Land (2) Tournament Trail State Highway 32 Trail Corridor	\$ - 2.86 acres +/- 0.67 acres +/-	(2) Developer is not seeking eligible credit for fair market value of the dedicated land.
Subtotal (3)	\$ 1,199,940	(3) Impact fees in excess of creditable costs are retained by City.

ROAD IMPACT FEE ASSUMPTIONS

Gristmill Crossing (Commercial)									
Land Use	Parcel	Variable	ITE Land Use Code	Assumption Source	Year	RIF Estimate			
Fast Food Restaurant	Lot 1	8,100 sq ft (GFA)	Fast Food Restaurant w/ Drive-Through (934)	(assumption)	TBD	\$ 645,033			
Grocery Store	Lot 2	15,000 sq ft (GFA)	Supermarket (850)	(assumption)	TBD	\$ 387,730			
Medical Office	Lot 3	24,500 sq ft (GFA)	Medical Office (720)	(assumption)	TBD	\$ 319,672			
Fast Food Restaurant	Lot 4	5,000 sq ft (GFA)	Fast Food Restaurant w/ Drive-Through (934)	(assumption)	TBD	\$ 398,169			
Retail with Drive Thru	Lot 5	23,300 sq ft (GFA)	Strip Retail Plaza - Less Than 40K SF (822)	(assumption)	TBD	\$ 459,822			
Bank with Drive Thru	Lot 6	2,000 sq ft (GFA)	Drive-In Bank (912)	(assumption)	TBD	\$ 51,647			
Estimated Road Impact Fees to be Generated									
Subtotal						\$ 2,262,073			

TOWING AND WRECKER SERVICES FOR THE WESTFIELD POLICE DEPARTMENT CONTRACT AWARD RECOMMENDATION

To: The City of Westfield Board of Public Works & Safety

From: Eric Grimes, Assistant Chief of Police

Date: October 7, 2025

Subject: Recommendation for Award of Contract – Towing and Wrecker Services

Background

The City of Westfield, by and through its Board of Public Works and Safety issued a Request for Proposals, titled “Towing and Wrecker Services for Westfield Police Department (“RFP”), on August 27, 2025.

The purpose of the RFP was to solicit contractors to be included on the Westfield Police Department’s towing rotation list for towing and wrecker services.

Proposals were due on September 24, 2025. A total of five (5) proposals were received.

Evaluation Process

Proposals were reviewed and evaluated based on the criteria set forth in the RFP, including:

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

Based on the evaluation results, three contractors are being recommended to be placed upon the City of Westfield Police Department’s towing and wrecker services towing rotation list. These three contractors demonstrated the highest ability to meet the requirements of the RFP and provide reliable services that meet the WPD’s needs.

Recommendation

Staff recommends adding Miller's Towing and Transport, Bannon and Son Wrecking, and Paddack's Wrecker & Heavy Transport to the WPD's Towing Rotation List. Staff also recommends that the Board of Public Works and Safety direct the WPD Chief of Police to enter into the attached Agreements with each respective contractor.

The contracts establish a two-year initial term with the option to renew a contractor's initial two (2) year term for subsequent two (2) year term periods. Services will include, but are not limited to:

- WPD initiated towing and recovery of vehicles;
- Clean up and disposal of all debris from a vehicle crash scene;
- Storage of impounded and abandoned vehicles;
- Removal of wrecked, disabled, or illegally parked vehicles;
- Proper documentation, recordkeeping, and reporting to the WPD; and
- Compliance with all applicable city, state, and federal regulations.

A contractor may be removed from the WPD towing rotation list for violation of the Agreement, WPD's written policy for towing rotations, or applicable laws.

Action Requested

It is respectfully recommended that the Westfield Board of Public Works & Safety:

1. Approve and direct the Westfield Police Chief to issue a new Westfield Police Towing rotation list that includes: (1) Miller's Towing and Transport; (2) Bannon and Son Wrecking; and (3) Paddack's Wrecker & Heavy Transport, as the approved contractors.
2. Authorize and direct the Westfield Police Chief to execute the attached Agreements, in either their attached form or substantially the same form, and any related documents with the contractors that have been approved to be on the Westfield Police Towing rotation list.

**CITY OF WESTFIELD, INDIANA CONTRACT FOR TOWING AND
WRECKER SERVICES FOR THE WESTFIELD POLICE DEPARTMENT**

This Towing and Wrecker Services Agreement (“Agreement”) is entered into this ____ day of October, 2025, by and between the City of Westfield, Indiana (“City”), and Bannon & Son Wrecking, an Indiana partnership with offices located at 17110 River Road, Noblesville, IN, 46062 (“Contractor”)

WHEREAS, the City, by and through its Board of Public Works and Safety, issued a Request for Proposals (“RFP”) for Towing and Wrecker Services, dated August 27, 2025, to be placed on the Westfield Police Department’s (“WPD”) rotation list for towing and wrecker services, which is attached hereto as Exhibit A and incorporated by reference;

WHEREAS, the City, issued an addendum to the RFP on September 16, 2025, that included amendments and questions and answers, which is attached hereto as Exhibit B and incorporated by reference;

WHEREAS, the Contractor submitted a proposal in response to said RFP, and was selected by the City as a qualified provider of towing and wrecker services;

WHEREAS, the Contractor’s response to the RFP is attached hereto as Exhibit C and incorporated by reference; and

WHEREAS, the parties desire to enter into this Agreement to formalize the terms, conditions, and obligations governing the Contractor’s provision of such services and inclusion on WPD’s rotation list for towing and wrecker services.

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

AGREEMENT

1. 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 Contractor from the rotation list “out of order” if a situation requires the use of certain equipment and/or capacity and the next Contractor in the rotation cannot adequately respond. WPD also reserves the right to select a towing company that is not a Contractor (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 Contractor and it is reasonable to do so, WPD will attempt to honor that request.

2. Scope of Services. The Contractor shall furnish all labor, equipment, materials, fuel, permits, and services necessary to perform towing, recovery, and related services for vehicles and equipment impounded by the WPD pursuant to the terms of the RFP.

Contractor shall be placed on WPD's 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 Contractor is summoned by a 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 plated in accordance with Indiana state law and any other applicable laws or regulations.

Contractor 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 Contractor misses more than three (3) calls due to refusal or excessive response times, the Contractor 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 Contractor.

At no additional charge, the Contractor shall sweep, collect, and dispose of all debris from a minor vehicle crash scene, and contain and remove small amounts of hazardous fluid from the roadway at a crash scene to which the Contractor has been summoned for the removal of such vehicle or vehicles. If the Contractor 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, Contractor shall reimburse WPD for all such actual costs incurred by WPD. The Contractor shall not depart the scene of any crash without fully complying with the above provisions unless permission is first obtained from WPD. Additional clean-up fees are permissible for large debris scenes, the fees of which shall be limited to the Contractor's fee schedule that was submitted with its RFP Response.

3. Term. This Agreement shall commence upon execution by both parties and shall remain in effect for two years, and further subject to earlier termination and removal from the rotation list as provided herein. In the City's sole discretion, the City may choose to renew Contractor's initial two (2) year term for subsequent two (2) year term periods.

4. Required Hours of Operation. Contractor must be open for operation and available for call and to provide the services included in the RFP twenty-four (24) hours per day, seven (7) days per week, regardless of any federal or state holidays.

5. Business and Storage Facilities. Contractor must have its business and storage facilities located within Hamilton County, Indiana.

Contractor 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.

Contractor 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 termination of this Agreement and removal from WPD's rotation list.

6. Equipment Specifications. Contractor must have the appropriate equipment to safely and effectively tow wrecked or disabled vehicles. Contractor agrees to maintain all units in good operating condition at its own expense. Contractor must display its name, phone number, and City of operation. This information must be clearly visible and legible on the vehicle. Contractor must also maintain current vehicle registrations and permits as may be required by law, at all times.

7. Towing City of Westfield Owned or Leased Vehicles. Contractor shall tow all WPD vehicles not exceeding one and a half (1 ½) tons gross vehicle weight (GVW) free of charge to designated facility(ies) as requested by 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 Contractor.

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

8. Response Time. Contractor is 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 Contractor does not respond in a timely manner or causes a safety concern, the officer may cancel the request and contact the next Contractor on WPD's rotation list. Contractor must notify the Hamilton County Sheriff's Department Communications Center (317-773-1282) of any expected delays. If a Contractor fails to respond within twenty (20) minutes to an emergency, WPD has the right to contact another contractor or towing company to provide such services and the Contractor cannot charge for a cancelled run.

Contractor 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.

9. Drivers/Driver Licensing. Contractor 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.

Contractor 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 Contractor 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. Contractor 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 Contractor 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 Contractor 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 Contractor employees by a certified laboratory of drug testing for each employee. In addition, WPD reserves the right to request additional drug screens for Contractor employees for reasonable cause and any employee that tests positive on any drug screen(s) shall immediately be dismissed.

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

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

11. Charges for Operation. Pursuant to Inc. Code § 5-2-26.1, the Contractor shall only charge and collect fees as set forth in its RFP Response, Exhibit C. Contractor shall not charge any fees that have not been included in its RFP Response. The list of fees to be charged for services under a Contractor's agreement with the City shall be prominently displayed in the Contractor'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 this Agreement. If Contractor desires to increase or add additional fees, it shall request a written amendment to this Agreement, which the City may accept or reject in its sole discretion.

Contractor shall accept, as payment for services, the following for tows other than tows as a result of a police impound or arrests: cash, certified check, insurance check, money order, credit card, or debit card. No surcharge for any form of payment shall be permitted; provided, however, that a credit card

or debit card processing fee may be assessed per transaction, not to exceed the actual amount charged by the processing company and in no event greater than 4 percent. In the event that the processing company charges more than 4 percent, the Contractor shall contact WPD and in its sole discretion, WPD may permit a fee adjustment to the Contractor's fee schedule to accommodate for the processing fee.

12. Storage of Impounded Vehicles/Equipment. All vehicles not held for law enforcement purposes may be released directly through the Contractor, and arrangements for release shall be coordinated by the Contractor 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.

Contractor 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, Contractor shall 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.

13. Vehicle Damages. Contractor 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 Contractor and the vehicle owner. Ordinary claim and remedy procedures apply.

14. Insurance. Contractor 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- Contractor 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
 - \$1,000,000.00 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 Contractor 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, Contractor will (at WPD's discretion) be removed from the rotation list or suspended from the rotation list until all requirements are met, and this Agreement may be terminated.

15. Indemnification, Legal, and Safety. Contractor must meet all applicable legal requirements set forth by the State of Indiana. Contractor 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 Agreement. Contractor must perform all duties in accordance with the OSHA (Occupational Safety & Health Act). If Contractor violates any laws, rules, regulations or ordinances, the City and WPD reserve the right to pursue legal actions, and/or terminate this Agreement and remove Contractor from WPD's rotation list.

Contractor 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 Agreement. At all times, Contractor 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 Agreement, the 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 § 22-9-1-10, Contractor agrees that it and its subcontractors will not discriminate against any employee or applicant for employment to be employed in the performance of 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 termination of this Agreement and Contractor's removal from the rotation list.

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

Prevention of accidents and jobsite safety shall be the sole responsibility of Contractor and its subcontractors, agents, and employees. Contractor 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.

16. Removal from the Rotation List. Contractor is 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 Contractor may result in a review meeting with Contractor and the WPD Chief of Police.

If it is determined that Contractor has failed to comply with WPD's written policy for towing rotations, the terms of this Agreement or RFP, or any laws, rules, regulations or ordinances, WPD may terminate this Agreement and suspend or permanently remove the Contractor from WPD's rotation list, at its sole discretion. At WPD's sole discretion, any Contractor may be suspended pending remediation or immediately removed from WPD's rotation list and this Agreement may be terminated. Written notice of suspension or removal will be provided to Contractor.

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

17. Prohibited Practices. The following are prohibited practices that may result in termination of this Agreement and removal from WPD's rotation list:

- a. 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.
- b. Refusing to tow a vehicle to a Body Shop or Repair Facility if the owner or operator of the vehicle is willing to pay Contractor for services at the time of the tow, unless otherwise directed by WPD.
- c. 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").
- d. 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 Contractor for the fees already accrued.
- e. 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 Contractor was summoned to perform the towing service by WPD, dispatch, a law enforcement officer, or the vehicle owner.

18. Certification. Contractor certifies that it has read and understands this Towing and Wrecker Services for the Westfield Police Department Agreement. Contractor agrees to abide by all provisions of this Agreement, applicable law, the RFP, and WPD's towing policy.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

CITY OF WESTFIELD, INDIANA:

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR:

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

Exhibit A

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
------	-------	-----------	---------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Days of Operation: _____

Business Hours: _____

Number of Employees:

Supervisors: _____ Drivers: _____ Office Personnel: _____

Official RFP Bid Form

**** Please list all services to be provided pursuant to this RFP and associated cost(s)****

****Must include rates and fees required per Ind. Code § 5-2-26.1****

Company: _____

Address: _____

Contact Printed Name: _____

Contact Title: _____

Contact Signature: _____

Date: _____

Upon signature above, the person is certifying that they are the responsible party within the organization that is legally authorized to sign on behalf of the company.

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

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: _____

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: _____

Exhibit B

Westfield Towing and Wrecker Services for Westfield Police Department Request for Proposals Addendum No. 1

This Addendum is issued on September 16, 2025, to amend and clarify the Request for Proposals for Towing and Wrecker Services: Westfield Police Department (“RFP”), originally issued on August 27, 2025.

This Addendum shall be considered part of the RFP and is binding on all respondents. All interested respondents are required to review Addendum No. 1 in full and acknowledge receipt in their Proposal submission.

A. Purpose of Addendum

- To correct or clarify information in the RFP
- To modify deadlines or submission requirements
- To respond to questions from prospective respondents
- Other: _____

B. Amendments

The RFP is hereby amended as follows:

1. Pages 5 – 6, Section II Scope of Services, shall be revised as follows:

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 **minor** 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. **Additional clean-up fees are permissible for large debris scenes, the fees of which shall be listed in the Provider's fee schedule.**

2. Page 7, Section VII Towing City of Westfield Owned or Leased Vehicles, shall be revised as follows:

Each Provider must tow all ~~City~~ **Westfield Police Department** 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.

3. Page 9, Section XI, Charges for Operation, shall be amended as follows:

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 **for tows other than tows as a result of a police impound or arrests:** 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.~~ **No surcharge for any form of payment shall be permitted; provided, however, that a credit card or debit card processing fee may be assessed per transaction, not to exceed the actual amount charged by the processing company and in no event greater than 4 percent. In the event that the**

processing company charges more than 4 percent, the Provider shall contact WPD and in its sole discretion, WPD may permit a fee adjustment to the Provider's fee schedule to accommodate for the processing fee.

C. Questions and Answers

Q1: Is WPD requiring Providers to remove personal items from an impounded vehicle accepting responsibility for those items outside of securing/locking the vehicle while it is in the storage yard?

A1: WPD is not requiring Providers to remove and accept responsibility for personal items left in an impounded vehicle. If a Provider finds an item of value left behind in a vehicle, they are to call the WPD inventory officer and inquire if the item has been inventoried and if WPD desires retrieve the item.

Q2: Are inclement weather or traffic considered exceptions to the required 20-minute response time?

A2: Inclement weather and unusual traffic may be considered exceptions to the 20-minute response time. The intention is not to penalize Providers, rather to encourage prompt response times.

Q3: Is it considered a refusal to provide towing services if the Provider does not have any equipment available?

A3: WPD does not consider a Provider's inability to respond to a service request due solely to the unavailability of equipment to be a refusal, in and of itself, that warrants removal from the towing rotation list. WPD recognizes that circumstances may arise in which all equipment operated by a Provider are actively engaged, thereby rendering the Provider temporarily unavailable to respond. Notwithstanding the foregoing, repeated or consecutive instances of unavailability may subject the Provider to further review by WPD to determine whether continued inclusion on the towing rotation list is appropriate.

Q4: Is it a violation of page 13, Section XVII(2), Prohibited Practices, to refuse to tow a vehicle to a location that is closed?

A4: A Provider will not be considered to be in violation of this provision if the destination location is closed and the Provider is unable to access the business.

Q5: Is it a violation of page 14, Section XVII(5) Prohibited Practices, if a Provider stops by a disabled vehicle on the side of the road and asks the driver if they need assistance?

A5: Page 14, Section XVII(5) Prohibited Practices, is intended to preclude the predatory practice of tow truck drivers or companies from rushing to an accident scene to solicit business from victims pursuant to I.C. 24-14-3-2. It is not intended to preclude a Provider from stopping to offer

assistance to an individual whose vehicle has slid off the road during a weather event, as long as the Provider's actions do not violate I.C. 24-14-3-2.

Q6: Section XVII(1) Prohibited Practices, requires Providers to inform vehicle owners of their right to have their vehicles transported to a Body Shop, Repair Facility, or other location of their choosing at the time of tow, unless otherwise directed by the WPD. Section XVII(2) requires Providers 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 the service at the time of the tow, unless otherwise directed by the WPD. However, some Providers' insurance considers the towed vehicle still in the care of the operator until payment is made. How do Sections XVII(1) and (2) affect insurance requirements?

A6: Sections XVII(1) and (2) do not prevent a Provider from requiring payment in accordance with insurance requirements or from informing the vehicle owner of payment conditions before transporting a vehicle to a specific location. If a Provider's insurance policy requires payment prior to towing a vehicle to a Body Shop or Repair Facility, the Provider should clearly communicate this requirement to the vehicle owner.

D. Schedule Adjustments

- 1. Original Proposal Due Date: September 24, 2025
- 2. Revised Proposal Due Date: no change, proposals are due September 24, 2025
- 3. Other Revised Dates: n/a

E. Acknowledgement

All respondents must acknowledge receipt of this Addendum in their Proposal submission by completing the section below or by attaching a signed copy of this Addendum. Failure to acknowledge may result in disqualification.

Authorized Signature: _____

Printed Name & Title: _____

Firm/Organization: _____

Date: _____

Exhibit C

Applicant Qualification Information

Name of Business: Bannon & Son Wrecking

Physical Street Address: 17110 River Rd.

Physical City, State, and Zip Code: Noblesville, IN 46062

Mailing Address: 17110 River Rd.

Mailing City, State, and Zip Code: Noblesville, IN 46062

Business Phone Number: 317-773-3761

Emergency Phone Number: 317-773-3761

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
Bruce Bannon	Partner	490 Main St. Cicero, IN 46034	317-850-7337 bab75@sbcglobal.net
Elmer Bannon Jr.	Partner	10460 Riverwood Ave. Noblesville, IN 46062	317-627-3853
Crystal Bannon	Manager	490 Main St. Cicero, IN 46034	317-379-9085 crystal-shelby@hotmail.com

Days of Operation: 7

Business Hours:
Towing 24hrs

Number of Employees:

Supervisors: 1 Drivers: 3 Office Personnel: 1

Official RFP Bid Form

**** Please list all services to be provided pursuant to this RFP and associated cost(s)****

****Must include rates and fees required per Ind. Code § 5-2-26.1****

See attached documents	

Company: Bannon & Son Wrecking

Address: 17110 River Rd. Noblesville, IN 46062

Contact Printed Name: Bruce Bannon

Contact Title: Partner

Contact Signature: _____

Date: 09/16/2025

Upon signature above, the person is certifying that they are the responsible party within the organization that is legally authorized to sign on behalf of the company.

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
NPD	Collin Whitesell	317-776-6340	Police towing
HCSD	John Lowes	317-773-1282	Police towing
CPD	Jeff Rednour	317-984-3648	Police towing
APD	Alex Petty	317-984-5662	Police towing

EXHIBIT A
E-VERIFY AFFIDAVIT

Pursuant to Ind. Code § 22-5-1.7-11, Bannon & Son is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. Bannon & Son 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 Bannon & Son 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), Bannon & Son will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Respondent: Bruce Bannon

By (signature):  _____

Printed name: Bruce Bannon

Title: Partner

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: Bruce Bannon

By (signature): 

Printed name: Bruce Bannon

Title: Partner

2005	Ford	F650	3FRNX65F05V130895	21' Jer-Dan	Flatbed
2006	Ford	F650	3FRNX65F66V229206	HPL60 Jer-Dan	12 ton Wrecker
2001	Chevy	C3500	1GBJC34U71F110458	Dumptruck	
2000	Ford	F550	1FDAF57FXEYEB20957	B&B 10 ton Wrecker	Offroad 4x4
1996	GMC	C6500	1GDJ6H1J3TJ511768	Vulcan 896	14 ton Wrecker
2016	PJ	LY342	4P5LY3424G3021287	Trailer	38' Gooseneck
2008	Ford	F650	3FRNF65C08V695497	21' Jer-Dan	Flatbed
2019	Chevy	3500	1GC4KVCY2KF108436	Detroit Wrecker Lit'l Herc 2	Parking garage capable
2020	Freightliner	M2 Deluxe	1FVACWFC6LHLD3762	22' Miller	Flatbed
1999	Chevy	C6500	1GBJ6H1C7XJ106013	21' Jer-Dan	Flatbed

Bannon & Son
317-773-3761
17110 River Rd.
Noblesville, IN 46062

Police dispatch tow hook fee for passenger cars	\$175.00
Mileage Port to Port	\$4.00 per mile
Clean up	\$25 min., price goes up due to severity
Storage	\$60 per day
Winch outs	\$200 per hour, 1 hour min.
Crash wrap	\$35 for side glass / \$60 for others
Extra person if needed	\$125 per hour
2 nd truck if needed	\$200 per hour
Side puller	\$100
Recovery minor	\$75 min., price goes up due to severity
Recovery extreme	\$300 per hour, per truck
Medium duty tow	\$175 hook + \$200 hr.
Crashed Hybrid Vehicles	\$100 per day for special storage procedures, due to fire risk.

SPECIAL EQUIPMENT

Condor Motorcycle Dollies	\$125
Flatbed Dollies	\$125 per axle
Tire Skates	\$45 per axle

No Key Fee	\$45
After hour gate fee	\$65
Document fee	\$50

*Storage figured off number of spots used.

*Police impounds and/or Arrest are Cash, Certified Check or Money Order Only per Ind. Code 5-2-26.1

* All forms of payment are excepted for all other tows, with a 4% processing fee for credit and debit cards.

*Proof of ownership is needed to access or pick up vehicles.

*All vehicles subject to \$200 mechanics lien fee at 72hrs.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/5/2025

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 500 W. 13th Street Fort Worth TX 76102 License#: 2081754 BANN&SO-01		CONTACT NAME: Tiffany Shumaker PHONE (A/C, No, Ext): 817-336-2377 E-MAIL ADDRESS: tshumaker@higginbotham.com FAX (A/C, No): 817-882-9284	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Axis Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 1370788675** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSD	WVP					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			AXSCA000601-07	9/7/2025	9/7/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 1,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 1,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
							Errors & Omissions	\$ 300,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			AXSCA000601-07	9/7/2025	9/7/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N		N/A			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Motor Truck Cargo/On Hook Garagekeepers			AXSCP000602-07	9/7/2025	9/7/2026	Cargo Limit Garagekeepers Limit	\$150,000, 1,000 Ded \$150,000, \$500 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Location address: 17110 River Road, Noblesville, IN 46062
2005 Ford F650 Flatbed: 3FRNX65F05V130895
2006 Ford F650 Wrecker: 3FRNX65F66V229206
2001 Chevrolet JC34: 1GBJC34U71F110458
2000 Ford F550: 1FDAF57FYEB20957
1996 GMC C6500: 1GDJ6H1J3TJ511768
2016 PJ Trailer: 4P5LY3424G3021287
2008 Ford F650: 3FRNF65C08V695497
See Attached...

CERTIFICATE HOLDER		CANCELLATION	
Indiana Department of Motor Vehicles Licensing Dealer Plate Division State Office Building Indianapolis IN 46204		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE 	

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ADDITIONAL REMARKS SCHEDULE

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Bannon & Son LLP Bannon & Son Wrecking PO Box 1623 Noblesville IN 46061	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

2019 Chevrolet: 1GC4KVCY2KF108436
 2020 Freightliner: 1FVACWFC6LHLD3762

Westfield Towing and Wrecker Services for Westfield Police Department Request for Proposals Addendum No. 1

This Addendum is issued on September 16, 2025, to amend and clarify the Request for Proposals for Towing and Wrecker Services: Westfield Police Department (“RFP”), originally issued on August 27, 2025.

This Addendum shall be considered part of the RFP and is binding on all respondents. All interested respondents are required to review Addendum No. 1 in full and acknowledge receipt in their Proposal submission.

A. Purpose of Addendum

- To correct or clarify information in the RFP
- To modify deadlines or submission requirements
- To respond to questions from prospective respondents
- Other: _____

B. Amendments

The RFP is hereby amended as follows:

1. Pages 5 – 6, Section II Scope of Services, shall be revised as follows:

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 **minor** 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. **Additional clean-up fees are permissible for large debris scenes, the fees of which shall be listed in the Provider's fee schedule.**

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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 **for tows other than tows as a result of a police impound or arrests**: 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.~~ **No surcharge for any form of payment shall be permitted; provided, however, that a credit card or debit card**

processing fee may be assessed per transaction, not to exceed the actual amount charged by the processing company and in no event greater than 4 percent. In the event that the processing company charges more than 4 percent, the Provider shall contact WPD and in its sole discretion, WPD may permit a fee adjustment to the Provider's fee schedule to accommodate for the processing fee.

C. Questions and Answers

Q1: Is WPD requiring Providers to remove personal items from an impounded vehicle accepting responsibility for those items outside of securing/locking the vehicle while it is in the storage yard?

A1: WPD is not requiring Providers to remove and accept responsibility for personal items left in an impounded vehicle. If a Provider finds an item of value left behind in a vehicle, they are to call the WPD inventory officer and inquire if the item has been inventoried and if WPD desires retrieve the item.

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A2: Inclement weather and unusual traffic may be considered exceptions to the 20-minute response time. The intention is not to penalize Providers, rather to encourage prompt response times.

Q3: Is it considered a refusal to provide towing services if the Provider does not have any equipment available?

A3: WPD does not consider a Provider's inability to respond to a service request due solely to the unavailability of equipment to be a refusal, in and of itself, that warrants removal from the towing rotation list. WPD recognizes that circumstances may arise in which all equipment operated by a Provider are actively engaged, thereby rendering the Provider temporarily unavailable to respond. Notwithstanding the foregoing, repeated or consecutive instances of unavailability may subject the Provider to further review by WPD to determine whether continued inclusion on the towing rotation list is appropriate.

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A4: A Provider will not be considered to be in violation of this provision if the destination location is closed and the Provider is unable to access the business.

Q5: Is it a violation of page 14, Section XVII(5) Prohibited Practices, if a Provider stops by a disabled vehicle on the side of the road and asks the driver if they need assistance?

A5: Page 14, Section XVII(5) Prohibited Practices, is intended to preclude the predatory practice of tow truck drivers or companies from rushing to an accident scene to solicit business from victims pursuant to I.C. 24-14-3-2. It is not intended to preclude a Provider from stopping to offer assistance to an individual whose vehicle has slid off the road during a weather event, as long as the Provider's actions do not violate I.C. 24-14-3-2.

Q6: Section XVII(1) Prohibited Practices, requires Providers to inform vehicle owners of their right to have their vehicles transported to a Body Shop, Repair Facility, or other location of their choosing at the time of tow, unless otherwise directed by the WPD. Section XVII(2) requires Providers 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 the service at the time of the tow, unless otherwise directed by the WPD. However, some Providers' insurance considers the towed vehicle still in the care of the operator until payment is made. How do Sections XVII(1) and (2) affect insurance requirements?

A6: Sections XVII(1) and (2) do not prevent a Provider from requiring payment in accordance with insurance requirements or from informing the vehicle owner of payment conditions before transporting a vehicle to a specific location. If a Provider's insurance policy requires payment prior to towing a vehicle to a Body Shop or Repair Facility, the Provider should clearly communicate this requirement to the vehicle owner.

D. Schedule Adjustments

- 1. Original Proposal Due Date: September 24, 2025
- 2. Revised Proposal Due Date: no change, proposals are due September 24, 2025
- 3. Other Revised Dates: n/a

E. Acknowledgement

All respondents must acknowledge receipt of this Addendum in their Proposal submission by completing the section below or by attaching a signed copy of this Addendum. Failure to acknowledge may result in disqualification.

Authorized Signature:  _____

Printed Name & Title: Bruce Bannon - Partner

Firm/Organization: Bannon & Son

Date: 09/22/2025

EXHIBIT D
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: _____

**CITY OF WESTFIELD, INDIANA CONTRACT FOR TOWING AND
WRECKER SERVICES FOR THE WESTFIELD POLICE DEPARTMENT**

This Towing and Wrecker Services Agreement (“Agreement”) is entered into this ____ day of October, 2025, by and between the City of Westfield, Indiana (“City”), and Millers Towing and Transport, an Indiana LLC with offices located at 20583 Cyntheanne Road, Noblesville, IN 46060 (“Contractor”)

WHEREAS, the City, by and through its Board of Public Works and Safety, issued a Request for Proposals (“RFP”) for Towing and Wrecker Services, dated August 27, 2025, to be placed on the Westfield Police Department’s (“WPD”) rotation list for towing and wrecker services, which is attached hereto as Exhibit A and incorporated by reference;

WHEREAS, the City, issued an addendum to the RFP on September 16, 2025, that included amendments and questions and answers, which is attached hereto as Exhibit B and incorporated by reference;

WHEREAS, the Contractor submitted a proposal in response to said RFP, and was selected by the City as a qualified provider of towing and wrecker services;

WHEREAS, the Contractor’s response to the RFP is attached hereto as Exhibit C and incorporated by reference; and

WHEREAS, the parties desire to enter into this Agreement to formalize the terms, conditions, and obligations governing the Contractor’s provision of such services and inclusion on WPD’s rotation list for towing and wrecker services.

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

AGREEMENT

1. 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 Contractor from the rotation list “out of order” if a situation requires the use of certain equipment and/or capacity and the next Contractor in the rotation cannot adequately respond. WPD also reserves the right to select a towing company that is not a Contractor (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 Contractor and it is reasonable to do so, WPD will attempt to honor that request.

2. Scope of Services. The Contractor shall furnish all labor, equipment, materials, fuel, permits, and services necessary to perform towing, recovery, and related services for vehicles and equipment impounded by the WPD pursuant to the terms of the RFP.

Contractor shall be placed on WPD's 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 Contractor is summoned by a 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 plated in accordance with Indiana state law and any other applicable laws or regulations.

Contractor 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 Contractor misses more than three (3) calls due to refusal or excessive response times, the Contractor 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 Contractor.

At no additional charge, the Contractor shall sweep, collect, and dispose of all debris from a minor vehicle crash scene, and contain and remove small amounts of hazardous fluid from the roadway at a crash scene to which the Contractor has been summoned for the removal of such vehicle or vehicles. If the Contractor 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, Contractor shall reimburse WPD for all such actual costs incurred by WPD. The Contractor shall not depart the scene of any crash without fully complying with the above provisions unless permission is first obtained from WPD. Additional clean-up fees are permissible for large debris scenes, the fees of which shall be limited to the Contractor's fee schedule that was submitted with its RFP Response.

3. Term. This Agreement shall commence upon execution by both parties and shall remain in effect for two years, and further subject to earlier termination and removal from the rotation list as provided herein. In the City's sole discretion, the City may choose to renew Contractor's initial two (2) year term for subsequent two (2) year term periods.

4. Required Hours of Operation. Contractor must be open for operation and available for call and to provide the services included in the RFP twenty-four (24) hours per day, seven (7) days per week, regardless of any federal or state holidays.

5. Business and Storage Facilities. Contractor must have its business and storage facilities located within Hamilton County, Indiana.

Contractor 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.

Contractor 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 termination of this Agreement and removal from WPD's rotation list.

6. Equipment Specifications. Contractor must have the appropriate equipment to safely and effectively tow wrecked or disabled vehicles. Contractor agrees to maintain all units in good operating condition at its own expense. Contractor must display its name, phone number, and City of operation. This information must be clearly visible and legible on the vehicle. Contractor must also maintain current vehicle registrations and permits as may be required by law, at all times.

7. Towing City of Westfield Owned or Leased Vehicles. Contractor shall tow all WPD vehicles not exceeding one and a half (1 ½) tons gross vehicle weight (GVW) free of charge to designated facility(ies) as requested by 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 Contractor.

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

8. Response Time. Contractor is 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 Contractor does not respond in a timely manner or causes a safety concern, the officer may cancel the request and contact the next Contractor on WPD's rotation list. Contractor must notify the Hamilton County Sheriff's Department Communications Center (317-773-1282) of any expected delays. If a Contractor fails to respond within twenty (20) minutes to an emergency, WPD has the right to contact another contractor or towing company to provide such services and the Contractor cannot charge for a cancelled run.

Contractor 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.

9. Drivers/Driver Licensing. Contractor 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.

Contractor 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 Contractor 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. Contractor 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 Contractor 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 Contractor 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 Contractor employees by a certified laboratory of drug testing for each employee. In addition, WPD reserves the right to request additional drug screens for Contractor employees for reasonable cause and any employee that tests positive on any drug screen(s) shall immediately be dismissed.

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

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

11. Charges for Operation. Pursuant to Inc. Code § 5-2-26.1, the Contractor shall only charge and collect fees as set forth in its RFP Response, Exhibit C. Contractor shall not charge any fees that have not been included in its RFP Response. The list of fees to be charged for services under a Contractor's agreement with the City shall be prominently displayed in the Contractor'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 this Agreement. If Contractor desires to increase or add additional fees, it shall request a written amendment to this Agreement, which the City may accept or reject in its sole discretion.

Contractor shall accept, as payment for services, the following for tows other than tows as a result of a police impound or arrests: cash, certified check, insurance check, money order, credit card, or debit card. No surcharge for any form of payment shall be permitted; provided, however, that a credit card or debit card processing fee may be assessed per transaction, not to exceed the actual amount charged by the processing company and in no event greater than 4 percent. In the event that the processing company charges more than 4 percent, the Contractor shall contact WPD and in its sole discretion, WPD may permit a fee adjustment to the Contractor's fee schedule to accommodate for the processing fee.

12. Storage of Impounded Vehicles/Equipment. All vehicles not held for law enforcement purposes may be released directly through the Contractor, and arrangements for release shall be coordinated by the Contractor 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.

Contractor 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, Contractor shall 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.

13. Vehicle Damages. Contractor 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 Contractor and the vehicle owner. Ordinary claim and remedy procedures apply.

14. Insurance. Contractor 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- Contractor 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
 - \$1,000,000.00 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 Contractor 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, Contractor will (at WPD's discretion) be removed from the rotation list or suspended from the rotation list until all requirements are met, and this Agreement may be terminated.

15. Indemnification, Legal, and Safety. Contractor must meet all applicable legal requirements set forth by the State of Indiana. Contractor 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 Agreement. Contractor must perform all duties in accordance with the OSHA (Occupational Safety & Health Act). If Contractor violates any laws, rules, regulations or ordinances, the City and WPD reserve the right to pursue legal actions, and/or terminate this Agreement and remove Contractor from WPD's rotation list.

Contractor 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 Agreement. At all times, Contractor 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 Agreement, the 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 § 22-9-1-10, Contractor agrees that it and its subcontractors will not discriminate against any employee or applicant for employment to be employed in the performance of 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 termination of this Agreement and Contractor's removal from the rotation list.

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

Prevention of accidents and jobsite safety shall be the sole responsibility of Contractor and its subcontractors, agents, and employees. Contractor 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.

16. Removal from the Rotation List. Contractor is 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 Contractor may result in a review meeting with Contractor and the WPD Chief of Police.

If it is determined that Contractor has failed to comply with WPD's written policy for towing rotations, the terms of this Agreement or RFP, or any laws, rules, regulations or ordinances, WPD may terminate this Agreement and suspend or permanently remove the Contractor from WPD's rotation list, at its sole discretion. At WPD's sole discretion, any Contractor may be suspended pending remediation or immediately removed from WPD's rotation list and this Agreement may be terminated. Written notice of suspension or removal will be provided to Contractor.

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

17. Prohibited Practices. The following are prohibited practices that may result in termination of this Agreement and removal from WPD's rotation list:

- a. 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.
- b. Refusing to tow a vehicle to a Body Shop or Repair Facility if the owner or operator of the vehicle is willing to pay Contractor for services at the time of the tow, unless otherwise directed by WPD.
- c. 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").
- d. 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 Contractor for the fees already accrued.
- e. 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 Contractor was summoned to perform the towing service by WPD, dispatch, a law enforcement officer, or the vehicle owner.

18. Certification. Contractor certifies that it has read and understands this Towing and Wrecker Services for the Westfield Police Department Agreement. Contractor agrees to abide by all provisions of this Agreement, applicable law, the RFP, and WPD's towing policy.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

CITY OF WESTFIELD, INDIANA:

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR:

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

Exhibit A

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: _____

Official RFP Bid Form

**** Please list all services to be provided pursuant to this RFP and associated cost(s)****

****Must include rates and fees required per Ind. Code § 5-2-26.1****

Company:_____

Address:_____

Contact Printed Name:_____

Contact Title:_____

Contact Signature:_____

Date:_____

Upon signature above, the person is certifying that they are the responsible party within the organization that is legally authorized to sign on behalf of the company.

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

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: _____

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: _____

Exhibit B

Westfield Towing and Wrecker Services for Westfield Police Department Request for Proposals Addendum No. 1

This Addendum is issued on September 16, 2025, to amend and clarify the Request for Proposals for Towing and Wrecker Services: Westfield Police Department (“RFP”), originally issued on August 27, 2025.

This Addendum shall be considered part of the RFP and is binding on all respondents. All interested respondents are required to review Addendum No. 1 in full and acknowledge receipt in their Proposal submission.

A. Purpose of Addendum

- To correct or clarify information in the RFP
- To modify deadlines or submission requirements
- To respond to questions from prospective respondents
- Other: _____

B. Amendments

The RFP is hereby amended as follows:

1. Pages 5 – 6, Section II Scope of Services, shall be revised as follows:

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 **minor** 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. **Additional clean-up fees are permissible for large debris scenes, the fees of which shall be listed in the Provider's fee schedule.**

2. Page 7, Section VII Towing City of Westfield Owned or Leased Vehicles, shall be revised as follows:

Each Provider must tow all ~~City~~ **Westfield Police Department** 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.

3. Page 9, Section XI, Charges for Operation, shall be amended as follows:

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 **for tows other than tows as a result of a police impound or arrests**: 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.~~ **No surcharge for any form of payment shall be permitted; provided, however, that a credit card or debit card processing fee may be assessed per transaction, not to exceed the actual amount charged by the processing company and in no event greater than 4 percent. In the event that the**

processing company charges more than 4 percent, the Provider shall contact WPD and in its sole discretion, WPD may permit a fee adjustment to the Provider's fee schedule to accommodate for the processing fee.

C. Questions and Answers

Q1: Is WPD requiring Providers to remove personal items from an impounded vehicle accepting responsibility for those items outside of securing/locking the vehicle while it is in the storage yard?

A1: WPD is not requiring Providers to remove and accept responsibility for personal items left in an impounded vehicle. If a Provider finds an item of value left behind in a vehicle, they are to call the WPD inventory officer and inquire if the item has been inventoried and if WPD desires retrieve the item.

Q2: Are inclement weather or traffic considered exceptions to the required 20-minute response time?

A2: Inclement weather and unusual traffic may be considered exceptions to the 20-minute response time. The intention is not to penalize Providers, rather to encourage prompt response times.

Q3: Is it considered a refusal to provide towing services if the Provider does not have any equipment available?

A3: WPD does not consider a Provider's inability to respond to a service request due solely to the unavailability of equipment to be a refusal, in and of itself, that warrants removal from the towing rotation list. WPD recognizes that circumstances may arise in which all equipment operated by a Provider are actively engaged, thereby rendering the Provider temporarily unavailable to respond. Notwithstanding the foregoing, repeated or consecutive instances of unavailability may subject the Provider to further review by WPD to determine whether continued inclusion on the towing rotation list is appropriate.

Q4: Is it a violation of page 13, Section XVII(2), Prohibited Practices, to refuse to tow a vehicle to a location that is closed?

A4: A Provider will not be considered to be in violation of this provision if the destination location is closed and the Provider is unable to access the business.

Q5: Is it a violation of page 14, Section XVII(5) Prohibited Practices, if a Provider stops by a disabled vehicle on the side of the road and asks the driver if they need assistance?

A5: Page 14, Section XVII(5) Prohibited Practices, is intended to preclude the predatory practice of tow truck drivers or companies from rushing to an accident scene to solicit business from victims pursuant to I.C. 24-14-3-2. It is not intended to preclude a Provider from stopping to offer

assistance to an individual whose vehicle has slid off the road during a weather event, as long as the Provider's actions do not violate I.C. 24-14-3-2.

Q6: Section XVII(1) Prohibited Practices, requires Providers to inform vehicle owners of their right to have their vehicles transported to a Body Shop, Repair Facility, or other location of their choosing at the time of tow, unless otherwise directed by the WPD. Section XVII(2) requires Providers 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 the service at the time of the tow, unless otherwise directed by the WPD. However, some Providers' insurance considers the towed vehicle still in the care of the operator until payment is made. How do Sections XVII(1) and (2) affect insurance requirements?

A6: Sections XVII(1) and (2) do not prevent a Provider from requiring payment in accordance with insurance requirements or from informing the vehicle owner of payment conditions before transporting a vehicle to a specific location. If a Provider's insurance policy requires payment prior to towing a vehicle to a Body Shop or Repair Facility, the Provider should clearly communicate this requirement to the vehicle owner.

D. Schedule Adjustments

1. Original Proposal Due Date: September 24, 2025
2. Revised Proposal Due Date: no change, proposals are due September 24, 2025
3. Other Revised Dates: n/a

E. Acknowledgement

All respondents must acknowledge receipt of this Addendum in their Proposal submission by completing the section below or by attaching a signed copy of this Addendum. Failure to acknowledge may result in disqualification.

Authorized Signature: _____

Printed Name & Title: _____

Firm/Organization: _____

Date: _____

Exhibit C

Applicant Qualification Information

Name of Business: Millers Towing and Transport LLC

Physical Street Address: 20583 Cyntheanne Rd / 12345 Old Meridian St

Physical City, State, and Zip Code: Noblesville IN 46060 / Carmel IN

Mailing Address: 20583 Cyntheanne Rd

Mailing City, State, and Zip Code: Noblesville IN 46060

Business Phone Number: 765-425-5499

Emergency Phone Number: 317-417-6114

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
Nate Berling	Manager	IN	317-417-6114
Mike Fleming	Manager	IN	765-313-2313
Scott Bradford	Manager	IN	317-606-9483
Kyle Rasnake	Manager	IN	765-274-4633

Days of Operation: 24/7

Business Hours: Office M-F 8am-5pm

Number of Employees:

Supervisors: 4 Drivers: 15 Office Personnel: 5

Official RFP Bid Form

**** Please list all services to be provided pursuant to this RFP and associated cost(s)****

****Must include rates and fees required per Ind. Code § 5-2-26.1****

LIGHT DUTY HOOK ACCIDNET/IMPOUND	\$195
LABOR RATE LIGHT DUTY	\$125
PER MILE TOW	\$3 PER MILE +
INSIDE STORAGE	\$95 PER DAY
OUTSIDE STORAGE	\$40 PER DAY
WINCHING	STARTING AT \$50
CLEAN UP LABOR	STARTING AT \$50
FLOOR DRY	\$35 PER BAG
WINDOW WRAP	\$25 PER WINDOW
WINCHING ROLLOVER	\$125 +
TARP	\$100
MEDIUM DUTY HOOK	\$225
MEDIUM DUTY MILEAGE PER MILE	\$4.50
SPILL DIAPERS	\$450
SCENE SUPERVISOR PER HOUR	\$210
ABSORBANT PADS	\$50
SERVICE CALL PER HOUR	\$195
HEAVY DUTY 25 TON PER HOUR	\$325

Company: Millers Towing and Transport LLC

Address: 20583 Cyntheanne Rd, Noblesville IN 46060

Contact Printed Name: Nate Berling

Contact Title: Manager

Contact Signature: *Nate Berling*

Date: 9/9/25

Upon signature above, the person is certifying that they are the responsible party within the organization that is legally authorized to sign on behalf of the company.

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
HAMILTON COUNTY		317-773-1872	POLICE CONTRACT
CARMEL		317-571-2500	POLICE CONTRACT
LAPEL		765-534-4600	POLICE CONTRACT
NOBLESVILLE		317-776-6340	POLICE CONTRACT
FISHERS		317-595-3300	POLICE CONTRACT

EXHIBIT A
E-VERIFY AFFIDAVIT

Pursuant to Ind. Code § 22-5-1.7-11, MILLERS TOWING AND TRASPORT LLC 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 MILLERS TOWING AND TRANSPORT LLC 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), MILLERS TOWING AND TRANSPORT LLC will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Respondent: NATE BERLING

By (signature): *Nate Berling*

Printed name: NATE BERLING

Title: MANAGER

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.

Type text

Respondent: Nate Berling

By (signature): *Nate Berling*

Printed name: NATE BERLING

Title: MANAGER

Westfield Towing and Wrecker Services for Westfield Police Department Request for Proposals Addendum No. 1

This Addendum is issued on September 16, 2025, to amend and clarify the Request for Proposals for Towing and Wrecker Services: Westfield Police Department (“RFP”), originally issued on August 27, 2025.

This Addendum shall be considered part of the RFP and is binding on all respondents. All interested respondents are required to review Addendum No. 1 in full and acknowledge receipt in their Proposal submission.

A. Purpose of Addendum

- To correct or clarify information in the RFP
- To modify deadlines or submission requirements
- To respond to questions from prospective respondents
- Other: _____

B. Amendments

The RFP is hereby amended as follows:

1. Pages 5 – 6, Section II Scope of Services, shall be revised as follows:

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 **minor** 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. **Additional clean-up fees are permissible for large debris scenes, the fees of which shall be listed in the Provider's fee schedule.**

2. Page 7, Section VII Towing City of Westfield Owned or Leased Vehicles, shall be revised as follows:

Each Provider must tow all ~~City~~ **Westfield Police Department** 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.

3. Page 9, Section XI, Charges for Operation, shall be amended as follows:

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 **for tows other than tows as a result of a police impound or arrests**: 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.~~ **No surcharge for any form of payment shall be permitted; provided, however, that a credit card or debit card**

processing fee may be assessed per transaction, not to exceed the actual amount charged by the processing company and in no event greater than 4 percent. In the event that the processing company charges more than 4 percent, the Provider shall contact WPD and in its sole discretion, WPD may permit a fee adjustment to the Provider's fee schedule to accommodate for the processing fee.

C. Questions and Answers

Q1: Is WPD requiring Providers to remove personal items from an impounded vehicle accepting responsibility for those items outside of securing/locking the vehicle while it is in the storage yard?

A1: WPD is not requiring Providers to remove and accept responsibility for personal items left in an impounded vehicle. If a Provider finds an item of value left behind in a vehicle, they are to call the WPD inventory officer and inquire if the item has been inventoried and if WPD desires retrieve the item.

Q2: Are inclement weather or traffic considered exceptions to the required 20-minute response time?

A2: Inclement weather and unusual traffic may be considered exceptions to the 20-minute response time. The intention is not to penalize Providers, rather to encourage prompt response times.

Q3: Is it considered a refusal to provide towing services if the Provider does not have any equipment available?

A3: WPD does not consider a Provider's inability to respond to a service request due solely to the unavailability of equipment to be a refusal, in and of itself, that warrants removal from the towing rotation list. WPD recognizes that circumstances may arise in which all equipment operated by a Provider are actively engaged, thereby rendering the Provider temporarily unavailable to respond. Notwithstanding the foregoing, repeated or consecutive instances of unavailability may subject the Provider to further review by WPD to determine whether continued inclusion on the towing rotation list is appropriate.

Q4: Is it a violation of page 13, Section XVII(2), Prohibited Practices, to refuse to tow a vehicle to a location that is closed?

A4: A Provider will not be considered to be in violation of this provision if the destination location is closed and the Provider is unable to access the business.

Q5: Is it a violation of page 14, Section XVII(5) Prohibited Practices, if a Provider stops by a disabled vehicle on the side of the road and asks the driver if they need assistance?

A5: Page 14, Section XVII(5) Prohibited Practices, is intended to preclude the predatory practice of tow truck drivers or companies from rushing to an accident scene to solicit business from victims pursuant to I.C. 24-14-3-2. It is not intended to preclude a Provider from stopping to offer assistance to an individual whose vehicle has slid off the road during a weather event, as long as the Provider's actions do not violate I.C. 24-14-3-2.

Q6: Section XVII(1) Prohibited Practices, requires Providers to inform vehicle owners of their right to have their vehicles transported to a Body Shop, Repair Facility, or other location of their choosing at the time of tow, unless otherwise directed by the WPD. Section XVII(2) requires Providers 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 the service at the time of the tow, unless otherwise directed by the WPD. However, some Providers' insurance considers the towed vehicle still in the care of the operator until payment is made. How do Sections XVII(1) and (2) affect insurance requirements?

A6: Sections XVII(1) and (2) do not prevent a Provider from requiring payment in accordance with insurance requirements or from informing the vehicle owner of payment conditions before transporting a vehicle to a specific location. If a Provider's insurance policy requires payment prior to towing a vehicle to a Body Shop or Repair Facility, the Provider should clearly communicate this requirement to the vehicle owner.

D. Schedule Adjustments

- 1. Original Proposal Due Date: September 24, 2025
- 2. Revised Proposal Due Date: no change, proposals are due September 24, 2025
- 3. Other Revised Dates: n/a

E. Acknowledgement

All respondents must acknowledge receipt of this Addendum in their Proposal submission by completing the section below or by attaching a signed copy of this Addendum. Failure to acknowledge may result in disqualification.

Authorized Signature:  _____

Printed Name & Title: Nate Berling - Towing Manager

Firm/Organization: Millers Towing and Transport LLC

Date: 09/17/2025

EXHIBIT D
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: _____

**CITY OF WESTFIELD, INDIANA CONTRACT FOR TOWING AND
WRECKER SERVICES FOR THE WESTFIELD POLICE DEPARTMENT**

This Towing and Wrecker Services Agreement (“Agreement”) is entered into this ____ day of October, 2025, by and between the City of Westfield, Indiana (“City”), and Paddock Wrecker Services, an Indiana corporation with offices located at 18702 Chad Hittle Drive, Westfield, IN 46074 (“Contractor”)

WHEREAS, the City, by and through its Board of Public Works and Safety, issued a Request for Proposals (“RFP”) for Towing and Wrecker Services, dated August 27, 2025, to be placed on the Westfield Police Department’s (“WPD”) rotation list for towing and wrecker services, which is attached hereto as Exhibit A and incorporated by reference;

WHEREAS, the City, issued an addendum to the RFP on September 16, 2025, that included amendments and questions and answers, which is attached hereto as Exhibit B and incorporated by reference;

WHEREAS, the Contractor submitted a proposal in response to said RFP, and was selected by the City as a qualified provider of towing and wrecker services;

WHEREAS, the Contractor’s response to the RFP is attached hereto as Exhibit C and incorporated by reference; and

WHEREAS, the parties desire to enter into this Agreement to formalize the terms, conditions, and obligations governing the Contractor’s provision of such services and inclusion on WPD’s rotation list for towing and wrecker services.

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

AGREEMENT

1. 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 Contractor from the rotation list “out of order” if a situation requires the use of certain equipment and/or capacity and the next Contractor in the rotation cannot adequately respond. WPD also reserves the right to select a towing company that is not a Contractor (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 Contractor and it is reasonable to do so, WPD will attempt to honor that request.

2. Scope of Services. The Contractor shall furnish all labor, equipment, materials, fuel, permits, and services necessary to perform towing, recovery, and related services for vehicles and equipment impounded by the WPD pursuant to the terms of the RFP.

Contractor shall be placed on WPD's 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 Contractor is summoned by a 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 plated in accordance with Indiana state law and any other applicable laws or regulations.

Contractor 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 Contractor misses more than three (3) calls due to refusal or excessive response times, the Contractor 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 Contractor.

At no additional charge, the Contractor shall sweep, collect, and dispose of all debris from a minor vehicle crash scene, and contain and remove small amounts of hazardous fluid from the roadway at a crash scene to which the Contractor has been summoned for the removal of such vehicle or vehicles. If the Contractor 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, Contractor shall reimburse WPD for all such actual costs incurred by WPD. The Contractor shall not depart the scene of any crash without fully complying with the above provisions unless permission is first obtained from WPD. Additional clean-up fees are permissible for large debris scenes, the fees of which shall be limited to the Contractor's fee schedule that was submitted with its RFP Response.

3. Term. This Agreement shall commence upon execution by both parties and shall remain in effect for two years, and further subject to earlier termination and removal from the rotation list as provided herein. In the City's sole discretion, the City may choose to renew Contractor's initial two (2) year term for subsequent two (2) year term periods.

4. Required Hours of Operation. Contractor must be open for operation and available for call and to provide the services included in the RFP twenty-four (24) hours per day, seven (7) days per week, regardless of any federal or state holidays.

5. Business and Storage Facilities. Contractor must have its business and storage facilities located within Hamilton County, Indiana.

Contractor 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.

Contractor 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 termination of this Agreement and removal from WPD's rotation list.

6. Equipment Specifications. Contractor must have the appropriate equipment to safely and effectively tow wrecked or disabled vehicles. Contractor agrees to maintain all units in good operating condition at its own expense. Contractor must display its name, phone number, and City of operation. This information must be clearly visible and legible on the vehicle. Contractor must also maintain current vehicle registrations and permits as may be required by law, at all times.

7. Towing City of Westfield Owned or Leased Vehicles. Contractor shall tow all WPD vehicles not exceeding one and a half (1 ½) tons gross vehicle weight (GVW) free of charge to designated facility(ies) as requested by 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 Contractor.

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

8. Response Time. Contractor is 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 Contractor does not respond in a timely manner or causes a safety concern, the officer may cancel the request and contact the next Contractor on WPD's rotation list. Contractor must notify the Hamilton County Sheriff's Department Communications Center (317-773-1282) of any expected delays. If a Contractor fails to respond within twenty (20) minutes to an emergency, WPD has the right to contact another contractor or towing company to provide such services and the Contractor cannot charge for a cancelled run.

Contractor 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.

9. Drivers/Driver Licensing. Contractor 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.

Contractor 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 Contractor 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. Contractor 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 Contractor 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 Contractor 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 Contractor employees by a certified laboratory of drug testing for each employee. In addition, WPD reserves the right to request additional drug screens for Contractor employees for reasonable cause and any employee that tests positive on any drug screen(s) shall immediately be dismissed.

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

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

11. Charges for Operation. Pursuant to Inc. Code § 5-2-26.1, the Contractor shall only charge and collect fees as set forth in its RFP Response, Exhibit C. Contractor shall not charge any fees that have not been included in its RFP Response. The list of fees to be charged for services under a Contractor's agreement with the City shall be prominently displayed in the Contractor'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 this Agreement. If Contractor desires to increase or add additional fees, it shall request a written amendment to this Agreement, which the City may accept or reject in its sole discretion.

Contractor shall accept, as payment for services, the following for tows other than tows as a result of a police impound or arrests: cash, certified check, insurance check, money order, credit card, or debit card. No surcharge for any form of payment shall be permitted; provided, however, that a credit card or debit card processing fee may be assessed per transaction, not to exceed the actual amount charged by the processing company and in no event greater than 4 percent. In the event that the processing company charges more than 4 percent, the Contractor shall contact WPD and in its sole discretion, WPD may permit a fee adjustment to the Contractor's fee schedule to accommodate for the processing fee.

12. Storage of Impounded Vehicles/Equipment. All vehicles not held for law enforcement purposes may be released directly through the Contractor, and arrangements for release shall be coordinated by the Contractor 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.

Contractor 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, Contractor shall 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.

13. Vehicle Damages. Contractor 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 Contractor and the vehicle owner. Ordinary claim and remedy procedures apply.

14. Insurance. Contractor 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- Contractor 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
 - \$1,000,000.00 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 Contractor 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, Contractor will (at WPD's discretion) be removed from the rotation list or suspended from the rotation list until all requirements are met, and this Agreement may be terminated.

15. Indemnification, Legal, and Safety. Contractor must meet all applicable legal requirements set forth by the State of Indiana. Contractor 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 Agreement. Contractor must perform all duties in accordance with the OSHA (Occupational Safety & Health Act). If Contractor violates any laws, rules, regulations or ordinances, the City and WPD reserve the right to pursue legal actions, and/or terminate this Agreement and remove Contractor from WPD's rotation list.

Contractor 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 Agreement. At all times, Contractor 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 Agreement, the 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 § 22-9-1-10, Contractor agrees that it and its subcontractors will not discriminate against any employee or applicant for employment to be employed in the performance of 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 termination of this Agreement and Contractor's removal from the rotation list.

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

Prevention of accidents and jobsite safety shall be the sole responsibility of Contractor and its subcontractors, agents, and employees. Contractor 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.

16. Removal from the Rotation List. Contractor is 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 Contractor may result in a review meeting with Contractor and the WPD Chief of Police.

If it is determined that Contractor has failed to comply with WPD's written policy for towing rotations, the terms of this Agreement or RFP, or any laws, rules, regulations or ordinances, WPD may terminate this Agreement and suspend or permanently remove the Contractor from WPD's rotation list, at its sole discretion. At WPD's sole discretion, any Contractor may be suspended pending remediation or immediately removed from WPD's rotation list and this Agreement may be terminated. Written notice of suspension or removal will be provided to Contractor.

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

17. Prohibited Practices. The following are prohibited practices that may result in termination of this Agreement and removal from WPD's rotation list:

- a. 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.
- b. Refusing to tow a vehicle to a Body Shop or Repair Facility if the owner or operator of the vehicle is willing to pay Contractor for services at the time of the tow, unless otherwise directed by WPD.
- c. 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").
- d. 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 Contractor for the fees already accrued.
- e. 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 Contractor was summoned to perform the towing service by WPD, dispatch, a law enforcement officer, or the vehicle owner.

18. Certification. Contractor certifies that it has read and understands this Towing and Wrecker Services for the Westfield Police Department Agreement. Contractor agrees to abide by all provisions of this Agreement, applicable law, the RFP, and WPD's towing policy.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

CITY OF WESTFIELD, INDIANA:

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR:

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

Exhibit A

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
------	-------	-----------	---------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Days of Operation: _____

Business Hours: _____

Number of Employees:

Supervisors:_____ Drivers:_____ Office Personnel:_____

Official RFP Bid Form

**** Please list all services to be provided pursuant to this RFP and associated cost(s)****

****Must include rates and fees required per Ind. Code § 5-2-26.1****

Company: _____

Address: _____

Contact Printed Name: _____

Contact Title: _____

Contact Signature: _____

Date: _____

Upon signature above, the person is certifying that they are the responsible party within the organization that is legally authorized to sign on behalf of the company.

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

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: _____

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: _____

Exhibit B

Westfield Towing and Wrecker Services for Westfield Police Department Request for Proposals Addendum No. 1

This Addendum is issued on September 16, 2025, to amend and clarify the Request for Proposals for Towing and Wrecker Services: Westfield Police Department (“RFP”), originally issued on August 27, 2025.

This Addendum shall be considered part of the RFP and is binding on all respondents. All interested respondents are required to review Addendum No. 1 in full and acknowledge receipt in their Proposal submission.

A. Purpose of Addendum

- To correct or clarify information in the RFP
- To modify deadlines or submission requirements
- To respond to questions from prospective respondents
- Other: _____

B. Amendments

The RFP is hereby amended as follows:

1. Pages 5 – 6, Section II Scope of Services, shall be revised as follows:

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 **minor** 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. **Additional clean-up fees are permissible for large debris scenes, the fees of which shall be listed in the Provider's fee schedule.**

2. Page 7, Section VII Towing City of Westfield Owned or Leased Vehicles, shall be revised as follows:

Each Provider must tow all **City Westfield Police Department** 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.

3. Page 9, Section XI, Charges for Operation, shall be amended as follows:

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 **for tows other than tows as a result of a police impound or arrests:** 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.~~ **No surcharge for any form of payment shall be permitted; provided, however, that a credit card or debit card processing fee may be assessed per transaction, not to exceed the actual amount charged by the processing company and in no event greater than 4 percent. In the event that the**

processing company charges more than 4 percent, the Provider shall contact WPD and in its sole discretion, WPD may permit a fee adjustment to the Provider's fee schedule to accommodate for the processing fee.

C. Questions and Answers

Q1: Is WPD requiring Providers to remove personal items from an impounded vehicle accepting responsibility for those items outside of securing/locking the vehicle while it is in the storage yard?

A1: WPD is not requiring Providers to remove and accept responsibility for personal items left in an impounded vehicle. If a Provider finds an item of value left behind in a vehicle, they are to call the WPD inventory officer and inquire if the item has been inventoried and if WPD desires retrieve the item.

Q2: Are inclement weather or traffic considered exceptions to the required 20-minute response time?

A2: Inclement weather and unusual traffic may be considered exceptions to the 20-minute response time. The intention is not to penalize Providers, rather to encourage prompt response times.

Q3: Is it considered a refusal to provide towing services if the Provider does not have any equipment available?

A3: WPD does not consider a Provider's inability to respond to a service request due solely to the unavailability of equipment to be a refusal, in and of itself, that warrants removal from the towing rotation list. WPD recognizes that circumstances may arise in which all equipment operated by a Provider are actively engaged, thereby rendering the Provider temporarily unavailable to respond. Notwithstanding the foregoing, repeated or consecutive instances of unavailability may subject the Provider to further review by WPD to determine whether continued inclusion on the towing rotation list is appropriate.

Q4: Is it a violation of page 13, Section XVII(2), Prohibited Practices, to refuse to tow a vehicle to a location that is closed?

A4: A Provider will not be considered to be in violation of this provision if the destination location is closed and the Provider is unable to access the business.

Q5: Is it a violation of page 14, Section XVII(5) Prohibited Practices, if a Provider stops by a disabled vehicle on the side of the road and asks the driver if they need assistance?

A5: Page 14, Section XVII(5) Prohibited Practices, is intended to preclude the predatory practice of tow truck drivers or companies from rushing to an accident scene to solicit business from victims pursuant to I.C. 24-14-3-2. It is not intended to preclude a Provider from stopping to offer

assistance to an individual whose vehicle has slid off the road during a weather event, as long as the Provider's actions do not violate I.C. 24-14-3-2.

Q6: Section XVII(1) Prohibited Practices, requires Providers to inform vehicle owners of their right to have their vehicles transported to a Body Shop, Repair Facility, or other location of their choosing at the time of tow, unless otherwise directed by the WPD. Section XVII(2) requires Providers 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 the service at the time of the tow, unless otherwise directed by the WPD. However, some Providers' insurance considers the towed vehicle still in the care of the operator until payment is made. How do Sections XVII(1) and (2) affect insurance requirements?

A6: Sections XVII(1) and (2) do not prevent a Provider from requiring payment in accordance with insurance requirements or from informing the vehicle owner of payment conditions before transporting a vehicle to a specific location. If a Provider's insurance policy requires payment prior to towing a vehicle to a Body Shop or Repair Facility, the Provider should clearly communicate this requirement to the vehicle owner.

D. Schedule Adjustments

- 1. Original Proposal Due Date: September 24, 2025
- 2. Revised Proposal Due Date: no change, proposals are due September 24, 2025
- 3. Other Revised Dates: n/a

E. Acknowledgement

All respondents must acknowledge receipt of this Addendum in their Proposal submission by completing the section below or by attaching a signed copy of this Addendum. Failure to acknowledge may result in disqualification.

Authorized Signature: _____

Printed Name & Title: _____

Firm/Organization: _____

Date: _____

Exhibit C



**TOWING & RECOVERY SPECIALISTS
SPECIALIZED CRANE SERVICES
24 HOUR SERVICE**

Applicant Qualification Information

Name of Business: PADDACK WRECKER SERVICE, INC.

Physical Street Address: 18702 CHAD HITTLE DRIVE

Physical City, State, and Zip Code: WESTFIELD, IN 46074

Mailing Address: SAME AS ABOVE

Mailing City, State, and Zip Code: _____

Business Phone Number: 317-896-3206

Emergency Phone Number: SAME AS ABOVE

Business Type: Sole Proprietor _____ Partnership _____ Corporation

Limited Liability Company _____

Franchise or Parent Company, if applicable: NA

List all Partners, Managers, and Corporate Officers

Name	Title	Residence	Phone & Email
JEFF RIPLEY	PRESIDENT	417 W 216TH ST SHERIDAN, IN 46069	317-370-2681
JEFF			JEFF@PADDACKS.COM
THOMAS ANDERSON	V PRES	18869 BROOKSTON LANE NOB 46062	
MIAH			MIAH@PADDACKS.COM 317-286-8116

JEFF RIPLEY PRESIDENT 417 W 216TH ST SHERIDAN, IN 46069 317-370-2681

JEFF@PADDACKS.COM

THOMAS ANDERSON V PRES 18869 BROOKSTON LANE NOB 46062

MIAH@PADDACKS.COM 317-286-8116

Days of Operation: 24-7-365

Business Hours: NORMAL OFFICE HOURS 7A-5:30PM

Number of Employees:

Supervisors: 7 Drivers: 46 Office Personnel: 20



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
PLEASE SEE	ATTACHED SHEET		



**TOWING & RECOVERY SPECIALISTS
SPECIALIZED CRANE SERVICES
24 HOUR SERVICE**

STATEMENT OF QUALIFICATIONS

WESTFIELD POLICE DEPARTMENT RFP

INDIANA STATE POLICE MILES A. EDWARDS, FIRST SARGENT

INDIANAPOLIS DISTRICT 52 317-899-8577

ALL ASPECTS OF LIGHT, MEDIUM, HEAVY DUTY TOWING AND RECOVERY AS WELL AS HYDROCARBON SPILL RECOVERY

HAMILTON COUNTY SHERIFF OFFICE JOHN P. LOWES CHIEF DEPUTY

18100 CUMBERLAND RD 317-773-1872

ALL ASPECTS OF LIGHT, MEDIUM, HEAVY DUTY TOWING AND RECOVERY AS WELL AS HYDROCARBON SPILL RECOVERY

TIPTON COUNTY SHERIFF OFFICE SHERIFF MATTHEW D. TEBBE

2300 W OLD SR 28 765-675-2111

ALL ASPECTS OF LIGHT, MEDIUM, HEAVY DUTY TOWING AND RECOVERY AS WELL AS HYDROCARBON SPILL RECOVERY

BOONE COUNTY SHERIFF OFFICE SGT. ZACH AIDUKS

1905 INDIANAPOLIS AVENUE 765-482-1412 OPT 4

ALL ASPECTS OF LIGHT, MEDIUM, HEAVY DUTY TOWING AND RECOVERY AS WELL AS HYDROCARBON SPILL RECOVERY

**18702 CHAD HITTLE DR. WESTFIELD, INDIANA 46074
PH (317) 896-3206 FAX (317) 867-0651**



EXHIBIT A
E-VERIFY AFFIDAVIT

Pursuant to Ind. Code § 22-5-1.7-11, PADDACK WRECKER SERVICE 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 PADDACK WRECKER 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), SEE ATTACHED VERIFICATION will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

Respondent: PADDACK WRECKER SERVICE, INC

By (signature): 

Printed name: JEFF RIPLEY

Title: PRESIDENT



Proposal Qualification Requirements (PG 15)

Paddack Wrecker Service, Inc. has been serving the City of Westfield since 1979, under the Supervision of the Previous owners, Norman and Victoria Paddack. In 1987, current owner, Jeff Ripley started his career with Paddack's and in 1992 took over the business. Paddack's has expanded tremendously over the years to current and operate out of the following locations

18702 Chad Hittle Drive, Westfield, IN 46074

431 W Carmel Drive, Carmel, IN 46032

7346 W Division Rd, Tipton, IN 46072

2575 Tobey Drive, Indianapolis, IN 46219

17240 River Rd, Noblesville, IN 46069

1064 W Main St, Lebanon, IN 46052

224 W 1250 South, Battleground, IN 47920

Paddack Wrecker Service has a Sister Company that handles primarily Hydrocarbon spills from accidents, incidents and offers excavating services.

PRO Spill Recovery and Excavation Services, LLC

Paddack Wrecker Service participates in the following training programs as well. Miller Ring Leaders, American Towing Recovery Institute, WreckMaster, MSHA, AMA, RLB Training & Development

We will attach a separate spread sheet showing all of the equipment owned and operated by Paddack Wrecker Service and Paddack Heavy Transport



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THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Paddacks Wrecker Service, INC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee’s eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, “Employment Eligibility Verification” and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives’ contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee’s E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



Company ID Number: 2765145

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 2765145

Approved by:

Employer Paddacks Wrecker Service, INC	
Name (Please Type or Print) Brett M Lebo	Title
Signature Electronically Signed	Date 08/05/2025
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/05/2025

Company ID Number: 2765145

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Paddacks Wrecker Service, INC
Company Facility Address	18702 Chad Hittle Dr Westfield, IN 46074
Company Alternate Address	
County or Parish	HAMILTON
Employer Identification Number	351454984
North American Industry Classification Systems Code	488
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



Company ID Number: 2765145

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

IN 1



Company ID Number: 2765145

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Brett M Lebo
Phone Number	3176954509
Fax	
Email	brett lebo@paddacks.com



Company ID Number: 2765145



This list represents the first 20 Program Administrators listed for this company.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/22/2025

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

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


PRODUCER Brown & Brown Insurance Services, Inc. 257 East 200 South Suite 700 Salt Lake City, UT 84111 USA	1-801-505-6500	CONTACT NAME: Kyla Marek PHONE (A/C, No, Ext): 801-918-1664 E-MAIL ADDRESS: kyla.marek@bbrown.com	FAX (A/C, No):
INSURED Paddack Wrecker Service Inc. Paddacks Heavy Transport Inc. 18702 Chad Hittle Drive Westfield, IN 46074 USA		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: NATIONAL INTERSTATE INS CO	32620
		INSURER B: UNDERWRITERS AT LLOYDS LONDON	15792
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 752306640 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		TPC 4400005-07	11/01/24	11/01/25	EACH OCCURRENCE : \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 RIGGERS LIABILITY \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> 25K <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		TPC 4400005-07	11/01/24	11/01/25	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		SCT1391724	11/01/24	11/01/25	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	TPW 4400005-09	11/01/24	11/01/25	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	MOTOR TRUCK CARGO		CRC 4400005-07	11/01/24	11/01/25	\$25,000 DED 250K500K750K
A	GARAGEKEEPERS LIABILITY		TPC 4400005-07	11/01/24	11/01/25	\$500/\$2,500 DED 800,000
A	ON-HOOK		TPC 4400005-07	11/01/24	11/01/25	\$25,000 DED 100K150K250K

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

CERTIFICATE HOLDER Westfield Police Department 17535 Dartown Road Westfield, IN 46074 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE

NAME OF INSURED: Paddack Wrecker Service Inc.
Paddacks Heavy Transport Inc.



**TOWING & RECOVERY SPECIALISTS
SPECIALIZED CRANE SERVICES
24 HOUR SERVICE**

STANDARD RELEASE OF VEHICLE:

When an individual comes into our office to get a vehicle, we first require driver's license / identification card. We then ask them for registration & insurance, we do allow them to show either of those documents on their phone if they have it on their insurance app or possibly need to look on the MYBMV website for the registration, that is after letting them look in the vehicle for the documents. If the owner is not present, before releasing we will require the person coming to retrieve the vehicle to have a Power of Attorney as permission to allow them to pick up said vehicle. If the owner or Power of Attorney doesn't have a driver's license but just an identification card, we will require a valid driver to be present and drive the vehicle out. If the owner does not have insurance or only holds an identification card, we will require insurance to be put on the vehicle, offer to tow out for them, or let them hire their own wrecker to pick up. Additionally, if the owner shows up with driver's license and a release from the respective impounding law enforcement agency we will release the vehicle to that individual.

**18702 CHAD HITTLE DR. WESTFIELD, INDIANA 46074
PH (317) 896-3206 FAX (317) 867-0651**

PADDACK'S WRECKER SERVICE STORAGE YARD ENTRY AGREEMENT (OWNER/AGENT)

PWS INVOICE# _____ **YEAR** _____ **MAKE** _____ **MODEL** _____ **COLOR** _____

I/We, as the Vehicle owner(s) or agent(s), thereof, having requested access to the premises of Paddack's Wrecker Service, for the purpose of examining a vehicle located on such premises and/or taking of photographs and/or the removal of personal (unattached) property from, hereby acknowledge the value to me/us and the owner(s) of said vehicle (should I not be the sole owner) of the granting, by Paddack's Wrecker Service, the right and privilege to enter said premises for the above stated purpose, as well as had said vehicle towed, recovered, and/or stored.

In consideration thereof, I and/or my principles, agrees to the following;

- 1.) To pay all towing charges, lien expenses and storage fees through and including the vehicle removal from said premises. In the event the vehicle remains unclaimed, I agree to pay additional costs related to disposal of the vehicle.
- 2.) I shall not make any repairs whatsoever to the vehicle in question, nor shall I remove anything from said vehicle that is attached by bolts, screws, wires, glue or otherwise.
- 3.) I will conduct my business promptly and will not wander from the subject vehicle while on said premises.
- 4.) I will indemnify and hold harmless Paddack's Wrecker Service for any injury or damage caused by me while on said premises.
- 5.) I hereby assume personal and legal responsibility for any and all actions either directly or indirectly by those I employ to remove said vehicle; however, this shall not be construed as my right to employ anyone who may be irresponsible.
- 6.) In the event payment is not made in accordance with this agreement, I and/or my principals, agree to pay reasonable attorney's fees and cost incurred in enforcing this agreement.
- 7.) By signing below, the owner has given permission to release this vehicle to the insurance co/ towing company.

Dated: _____

Name: _____

Address: _____

Phone No: _____

Insurance Co _____

Insurance Claim No _____

Signature: _____

VEHICLE PICK UP AND RELEASE FORM

PWS INVOICE# _____ **YEAR** _____ **MAKE** _____ **MODEL** _____ **COLOR** _____

- 1.) I/We as the Vehicle owner(s), or agent(s) thereof, have taken possession of the vehicle described above and hereby release Paddack's Wrecker Service from any and all liability relating to its towing and storage of said vehicle, except as noted below. Once I/We leave Paddack's premise, we release Paddack's from any and all liability.

- 2.) I/We have thoroughly inspected the exterior and interior of the vehicle and hereby acknowledge that the vehicle has incurred no damage while in the possession of Paddack's.

- 3.) I/We have thoroughly searched the vehicle's contents, for personal items and hereby acknowledge all items were in the vehicle at the time PWS obtained possession of the vehicle are still in the vehicle, or have been returned.

- 4.) That in consideration of the services rendered by Paddack's in the towing and storage of said vehicle, I/We do hereby release and discharge Paddack's, its officers, and staff of any and all actions, claims and demands, whatsoever which I/We now have or may hereafter have, other than as specifically noted above, on account of or arising out of the towing and, or storage of the vehicle described above.

Dated: _____

Name _____

Signature _____

Towing Co (if applicable) _____

Westfield Towing and Wrecker Services for Westfield Police Department Request for Proposals Addendum No. 1

This Addendum is issued on September 16, 2025, to amend and clarify the Request for Proposals for Towing and Wrecker Services: Westfield Police Department (“RFP”), originally issued on August 27, 2025.

This Addendum shall be considered part of the RFP and is binding on all respondents. All interested respondents are required to review Addendum No. 1 in full and acknowledge receipt in their Proposal submission.

A. Purpose of Addendum

- To correct or clarify information in the RFP
- To modify deadlines or submission requirements
- To respond to questions from prospective respondents
- Other: _____

B. Amendments

The RFP is hereby amended as follows:

1. Pages 5 – 6, Section II Scope of Services, shall be revised as follows:

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 **minor** 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. **Additional clean-up fees are permissible for large debris scenes, the fees of which shall be listed in the Provider's fee schedule.**

2. Page 7, Section VII Towing City of Westfield Owned or Leased Vehicles, shall be revised as follows:

Each Provider must tow all ~~City~~ **Westfield Police Department** 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.

3. Page 9, Section XI, Charges for Operation, shall be amended as follows:

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 **for tows other than tows as a result of a police impound or arrests:** 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.~~ **No surcharge for any form of payment shall be permitted; provided, however, that a credit card or debit card**

processing fee may be assessed per transaction, not to exceed the actual amount charged by the processing company and in no event greater than 4 percent. In the event that the processing company charges more than 4 percent, the Provider shall contact WPD and in its sole discretion, WPD may permit a fee adjustment to the Provider's fee schedule to accommodate for the processing fee.

C. Questions and Answers

Q1: Is WPD requiring Providers to remove personal items from an impounded vehicle accepting responsibility for those items outside of securing/locking the vehicle while it is in the storage yard?

A1: WPD is not requiring Providers to remove and accept responsibility for personal items left in an impounded vehicle. If a Provider finds an item of value left behind in a vehicle, they are to call the WPD inventory officer and inquire if the item has been inventoried and if WPD desires retrieve the item.

Q2: Are inclement weather or traffic considered exceptions to the required 20-minute response time?

A2: Inclement weather and unusual traffic may be considered exceptions to the 20-minute response time. The intention is not to penalize Providers, rather to encourage prompt response times.

Q3: Is it considered a refusal to provide towing services if the Provider does not have any equipment available?

A3: WPD does not consider a Provider's inability to respond to a service request due solely to the unavailability of equipment to be a refusal, in and of itself, that warrants removal from the towing rotation list. WPD recognizes that circumstances may arise in which all equipment operated by a Provider are actively engaged, thereby rendering the Provider temporarily unavailable to respond. Notwithstanding the foregoing, repeated or consecutive instances of unavailability may subject the Provider to further review by WPD to determine whether continued inclusion on the towing rotation list is appropriate.

Q4: Is it a violation of page 13, Section XVII(2), Prohibited Practices, to refuse to tow a vehicle to a location that is closed?

A4: A Provider will not be considered to be in violation of this provision if the destination location is closed and the Provider is unable to access the business.

Q5: Is it a violation of page 14, Section XVII(5) Prohibited Practices, if a Provider stops by a disabled vehicle on the side of the road and asks the driver if they need assistance?

A5: Page 14, Section XVII(5) Prohibited Practices, is intended to preclude the predatory practice of tow truck drivers or companies from rushing to an accident scene to solicit business from victims pursuant to I.C. 24-14-3-2. It is not intended to preclude a Provider from stopping to offer assistance to an individual whose vehicle has slid off the road during a weather event, as long as the Provider's actions do not violate I.C. 24-14-3-2.

Q6: Section XVII(1) Prohibited Practices, requires Providers to inform vehicle owners of their right to have their vehicles transported to a Body Shop, Repair Facility, or other location of their choosing at the time of tow, unless otherwise directed by the WPD. Section XVII(2) requires Providers 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 the service at the time of the tow, unless otherwise directed by the WPD. However, some Providers' insurance considers the towed vehicle still in the care of the operator until payment is made. How do Sections XVII(1) and (2) affect insurance requirements?

A6: Sections XVII(1) and (2) do not prevent a Provider from requiring payment in accordance with insurance requirements or from informing the vehicle owner of payment conditions before transporting a vehicle to a specific location. If a Provider's insurance policy requires payment prior to towing a vehicle to a Body Shop or Repair Facility, the Provider should clearly communicate this requirement to the vehicle owner.

D. Schedule Adjustments

- 1. Original Proposal Due Date: September 24, 2025
- 2. Revised Proposal Due Date: no change, proposals are due September 24, 2025
- 3. Other Revised Dates: n/a

E. Acknowledgement

All respondents must acknowledge receipt of this Addendum in their Proposal submission by completing the section below or by attaching a signed copy of this Addendum. Failure to acknowledge may result in disqualification.

Authorized Signature: _____

Printed Name & Title: _____

Firm/Organization: _____

Date: _____



A5: Page 14, Section XVII(5) Prohibited Practices, is intended to preclude the predatory practice of tow truck drivers or companies from rushing to an accident scene to solicit business from victims pursuant to I.C. 24-14-3-2. It is not intended to preclude a Provider from stopping to offer assistance to an individual whose vehicle has slid off the road during a weather event, as long as the Provider's actions do not violate I.C. 24-14-3-2.

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3. Other Revised Dates: n/a

E. Acknowledgement

All respondents must acknowledge receipt of this Addendum in their Proposal submission by completing the section below or by attaching a signed copy of this Addendum. Failure to acknowledge may result in disqualification.

Authorized Signature: 

Printed Name & Title: JEFF RIPLEY PRESIDENT

Firm/Organization: PADDACK WRECKER SERVICE

Date: 9-22-2025

Type	Customer Vehicle #	Year	Make
Private Passenger		2011	CHEVROLET
Private Passenger		2014	CHEVROLET
Tractor	128	2001	KENWORTH
Heavy Rollback	739	2007	KENWORTH
Tractor	792	2007	KENWORTH
Rotator	1107	2011	KENWORTH
Tractor	1147	2011	KENWORTH
Tractor	1357	2013	KENWORTH
Tractor	1575	2015	KENWORTH
Tractor	1688	2016	KENWORTH
Tractor	1897	2018	KENWORTH
Tractor	1898	2018	KENWORTH
Rotator	2002	2020	KENWORTH
Emer Response	2101	2002	KENWORTH
Tractor	9714	1997	KENWORTH
Heavy Rollback	20113	2020	KENWORTH
Heavy Wrecker	20119	2021	KENWORTH
Light Rollback	20120	2020	KENWORTH
Light Rollback	21121	2021	KENWORTH
Tractor	21126	2021	KENWORTH
Light Rollback	21128	2021	KENWORTH
Tractor	9139	2009	KENWORTH
Tractor	12142	2012	KENWORTH
Heavy Rollback	16144	2016	KENWORTH
Light Rollback	20116	2020	KENWORTH
Heavy Wrecker	22146	2022	KENWORTH
Heavy Wrecker	18149	2018	KENWORTH
Light Rollback	23152	2023	KENWORTH
Tractor	23155	2023	KENWORTH
Light Rollback	21127	2021	KENWORTH
Dump Truck	21161	2021	KENWORTH
Tractor	24168	2024	KENWORTH
Tractor	24167	2024	KENWORTH
Light Rollback	24179	2024	KENWORTH
Light Rollback	24180	2024	KENWORTH
Heavy Rollback	23166	2023	KENWORTH
Heavy Rollback	24181	2024	KENWORTH
Roll-Off	13185	2013	KENWORTH
Rotator	21178	2021	KENWORTH
Light Rollback	24182	2024	KENWORTH
Tractor	24186	2025	KENWORTH
Heavy Wrecker	2486	2024	KENWORTH
Heavy Wrecker	25194	2020	PETERBILT

Heavy Wrecker	19197	2019	PETERBILT
Rotator	19195	2023	PETERBILT
Light Rollback	23147	2023	PETERBILT
Rotator	19156	2019	PETERBILT
Rotator	23157	2023	PETERBILT
Heavy Wrecker	23159	2023	PETERBILT
Heavy Wrecker	23170	2023	PETERBILT
Light Rollback	23150	2023	PETERBILT
Rotator	23171	2023	PETERBILT
Light Rollback	25187	2025	PETERBILT
Heavy Wrecker	24197	2024	PETERBILT
Vac Truck	14205	2014	PETERBILT
Tractor	20115	2020	WESTERN STAR
Heavy Rollback	1899	2018	WESTERN STAR
Grain Truck		1978	GMC
Escort Truck	578	2005	FORD
Svc Truck	769	2007	FORD
Svc Truck	780	2007	FORD
Farm SVC Truck	8200	2008	FORD
Svc Truck	979	2009	FORD
Light Rollback	1694	2016	FORD
Escort Truck	16106	2016	FORD
Escort Truck	16117	2016	FORD
Svc Truck	18110	2018	FORD
Light Rollback	19112	2019	FORD
Light Rollback	21129	2021	FORD
Light Rollback	22130	2022	FORD
Sales	18133	2018	FORD
Svc Truck	12135	2012	FORD
Escort Truck	215	2002	FORD
Truck	17137	2017	FORD
Svc Truck	12138	2012	FORD
Medium Wrecker	22153	2022	FORD
Light Rollback	22162	2022	FORD
Sales	21175	2021	FORD
Medium Wrecker	23174	2023	FORD
Medium Wrecker	23176	2023	FORD
Svc Truck	20172	2020	FORD
Emer Response	2177	2002	FORD
Service Truck	15190	2015	FORD
Rollback	24192	2024	FORD
Manager Truck	18202	2018	FORD
G/N Response	20196	2020	FORD
Svc Truck	22207	2022	FORD

Svc Truck	25208	2025	FORD
G/N Response	8206	2008	FORD

PROSPILL

Type	Customer Vehicle #	Year	Make
SERVICE	17188	2017	FORD
Svc Truck	14160	2014	FORD
	20186	2018	FORD
Trailer	246	2002	ETNYRE
Trailer	0246A5	2002	ETNYRE
Trailer	1365	2013	ETNYRE
Trailer	1476	2014	ETNYRE
Trailer	1581	2015	ETNYRE
Trailer	1686	2015	ETNYRE
Trailer	1365A4	2013	ETNYRE
Trailer	1581A4	2015	ETNYRE
Trailer	1581A5	2015	ETNYRE
Trailer	1581JP	2015	ETNYRE
Trailer	1686A4	2016	ETNYRE
Trailer	0246A4	2002	ETNYRE
Trailer	0246JP	2002	ETNYRE
Trailer	20118	2021	ETNYRE
Trailer	20118A4	2021	ETNYRE
Trailer	22131	2022	ETNYRE
Trailer	22131A4	2022	ETNYRE
Trailer	22132	2022	ETNYRE
Trailer	840	2008	LANDOLL
Trailer	1687	2016	LANDOLL
Trailer	18100	2018	LANDOLL
Trailer	19111	2019	LANDOLL
Trailer	1370	2013	LANDOLL
Trailer	22134	2022	LANDOLL
Trailer	22145	2022	LANDOLL
Trailer	23151	2023	LANDOLL
Trailer	23163	2023	LANDOLL
Trailer	24182	2024	LANDOLL
Trailer	25189	2025	LANDOLL
Trailer	25193	2025	LANDOLL
Trailer	1391	2013	TRAIL KING
Trailer	1391A1	2013	TRAIL KING
Trailer	1391JP	2013	TRAIL KING
Trailer	0596A3	2005	TRAIL KING

Trailer	596	2005	TRAIL KING
Trailer	1258	2012	DORSEY
Trailer	1258A1	2012	DORSEY
Trailer	1471	2014	MANAC INC
Trailer	1472	2014	TALBERT
Trailer	1684	2016	BENSON ALUMINUM
Trailer	4103	2004	FONTAINE
Trailer	9755	1997	WABASH NATIONAL CORP
Trailer	12107	2011	TRANSCRAFT
Trailer	13105	2013	DIAMOND
Trailer	19108	2019	EAGER BEAVER
Trailer	19114	2019	GRI
Trailer	0885D	2008	CHUBBS
Trailer	1086SL	2010	FELLING
Trailer	BT11005	1997	WABASH NATIONAL CORP
Trailer	VAC	2020	VacTron
Trailer	537235	2005	Utility
Trailer	21123	2021	Griffin Chubbs
Trailer	21124	2021	DIAMOND C
Trailer		2007	Timpte
Trailer	23165	2023	DIAMOND C
Trailer	22171	2022	DIAMOND C
Trailer	2154	2002	Utility
Trailer	23164	2024	Quality
Trailer	24169	2024	Liddell
Trailer	25183	2025	Demco
Trailer	16184	2016	Great Dane
Trailer		2022	B-B TRAILER
Trailer	25199	2025	DIAMOND C
Trailer	25198	2025	DIAMOND C
Trailer	25203	2025	ROADCLIPPER
Trailer	25204	2025	LANDOLL
Trailer	25209	2025	LANDOLL
Trailer	26210	2026	LANDOLL
Trailer	25211	2025	DIAMOND C

Comprehensive Deductible: \$25,000

Collision Deductible: \$25,000

Type	Customer Vehicle #	Year	Make
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Mobile Equipment
Mobile Equipment
Mobile Equipment
Mobile Equipment
Mobile Equipment
Mobile Equipment
Mobile Equipment
Mobile Equipment

CAT
SkyTrack
Kubota
Kubota
Kubota
Kubota
Kubota
Case

Model/Description	VIN	APD Value
TRAVERSE	1GNKRGED6BJ128461	\$0
TAHOE	1GNSKBE03ER215471	\$0
T800 TANDEM TRACTOR	1XKDD09X21R876690	\$45,000
T800 TANDEM ROLLBACK	1NKDLU9X17J207239	\$62,000
T800 TANDEM TRACTOR	1XKDDU8XX7J192891	\$61,000
T800 50 TON ROTATOR	1NKDXBTX0BJ290138	\$500,000
T800 TRI AXLE TRACTOR	1XKDPBTX5BJ280579	\$72,500
T800 TRI AXLE TRACTOR	1XKDP4TX2DJ349548	\$72,500
T800 TRI AXLE TRACTOR	1XKDP4EX5FJ421813	\$75,000
W900 TANDEM TRACTOR	1XKWD49XXGJ479381	\$122,000
T800 TANDEM TRACTOR	1XKDD40X5J195457	\$105,000
T800 TANDEM TRACTOR	1XKDD40X4JJ195109	\$141,082
W900 75 TON ROTATOR	1NKWX4TX4LJ395268	\$750,000
T300 (Hazmat)	2NKMHD7X62M885507	\$0
T800 TANDEM TRACTOR	1XKDD29XXVJ747578	\$0
T880 TANDEM ROLLBACK	1NKZL40X7LJ415722	\$208,753
W900 35 TON HEAVY WRECKER	1NKWX4EX8MR436260	\$353,326
T270 Single Axle Rollback	2NKHHM6XXLM410057	\$114,057
T270 Single Axle Rollback	2NKHHM6X1MM453882	\$167,250
T800 TANDEM TRACTOR	3WKDD49X1MF469278	\$151,000
T270 Single Axle Rollback	2NKHHM6X5MM470586	\$119,000
T800 TRI AXLE TRACTOR	1XKDP4TX29R249247	\$85,000
T800 TANDEM TRACTOR	1XKDD40XXCJ329818	\$88,000
T440 TANDEM ROLLBACK	3BKBLJ0X7GF109818	\$225,000
T270 SINGLE AXLE ROLLBACK	2NKHHM6X7LM414521	\$111,004
W900 35 TON HEAVY WRECKER	1NKWH48X2NR130441	\$365,351
W900 Sleeper Tractor DTU	1XKWP4TX4JJ204399	\$148,000
T280 Rollback	2NK3HM6X0PM150557	\$132,902
T800 Tri Axle Tractor	1XKDP4TXXPR263376	\$201,779
T270 Single Axle Rollback	2NKHHM6X7MM470587	\$119,000
T880 Tri-axle Dump Truck	1NKZXPTX7MJ455933	\$176,808
W900 Tandem Axle Tractor	1XKWD40X3RR981134	\$227,900
T880 Tandem Axle Tractor	1XKZD49X0RJ346788	\$206,112
T280 Rollback	2NK3HM6X2RM380796	\$159,189
T280 Rollback	2NK3HM6X4RM383893	\$160,486
T880 Tri-axle Rollback	1NKZX4EX2PJ263108	\$335,000
W900B	1NKWL40X1SR144739	\$366,500
T800 Tri Axle Rolloff	1XKDD49X5DJ347681	\$70,000
W990 85 ton rotator	1NK1X4TXXMJ431654	\$950,000
T280 Rollback	2NK3HM6X6RM383894	\$180,000
W990	1XK1D40X4SR185685	\$189,082
T-380	2NK4HJ7X5RM380714	\$248,650
379 35 TON HEAVY WRECKER	1NPXL49XXLD672957	\$329,634

389	1NPXX4TX7KD275086	\$550,000
389 50 Ton Rotator	1NPXX4TX9PD836511	\$756,534
536 SINGLE AXLE ROLLBACK	2NPKHM6X0PM817925	\$133,208
389 75 Ton Twin Steer Rotator	1NPXX4EX2KD275090	\$760,000
389 40 Ton Rotator	1NPXX4TX5PD836585	\$651,053
389 30 Ton Wrecker	1NPXX40XXPD869960	\$444,392
389 30 Ton Wrecker	1NPXL49XXPD891326	\$477,285
536 SINGLE AXLE ROLLBACK	2NPKHM6X6PM817928	\$133,208
PETE 389 TWIN STEER ROLLER ROT	1NPXX4TX4PD888130	\$975,000
563	2NPKHM6X4SM728285	\$179,881
567 w/CENTRY 9055 BODY	1NPCX4TX8RD682598 & 90551J	\$523,260
TK	1NPTX4TX0ED238903	\$150,000
4900 TRI AXLE TRACTOR	5KJNALFG0LPLZ5515	\$198,398
4700SB TANDEM ROLLBACK	5KKHAXFE8JLKA8908	\$95,000
6500 (Grain)	TCE678V571030	\$0
F250 (Sales) (Pickup)	1FTSW21P45EA19451	\$0
F550 (Service Body)	1FDAW56P27EB40385	\$35,000
F450 (Service Body)	1FDXW47P77EA13408	\$0
F450 Service Truck	1FTXW43R68EB46898	\$35,951
F450 King Ranch (Pickup)	1FTXW43R29EA86782	\$35,000
F650 SINGLE AXLE ROLLBACK	1FDNF6DC9GDA07300	\$87,700
F250 Lariat (Pickup)	1FT7W2BT1GEC59352	\$44,000
F350 King Ranch (Pickup)	1FT8W3BT8GEB83400	\$41,161
F450 (Pickup)	1FT8W4DT9JEB46771	\$70,000
F600 SINGLE AXLE ROLLBACK	1FDWX6DE5KDF09474	\$100,192
F600 SINGLE AXLE ROLLBACK	1FDFF6LT4MDA00952	\$93,000
F750 SINGLE AXLE ROLLBACK	1FDWX7DE1NDF02497	\$115,000
F450 Sales King Ranch Pickup	1FT8W4DT0JEB45069	\$67,257
F450 Service Truck	1FD0X5HT2CEB19503	\$36,500
F250 (Pickup)	1FTNW21F92ED43592	\$0
F250 (Pickup)	1FT7W2BT2HEE76152	\$75,000
F350 (Pickup)	1FTRF3BTXCEA30368	\$0
F550 Wrecker	1FD0W5HT1NEE95387	\$162,562
F600 SINGLE AXLE ROLLBACK	1FDFF6LT6NDA14952	\$113,982
EXPEDITION MAX	1FMJK1PT5MEA23539	\$52,000
F550 Medium Wrecker	1FD0W5HT1PEC72219	\$265,000
F550 Medium Wrecker	1FD0W5HT9PEC36844	\$254,302
F450 Service Truck	1FD0W4HT4LEC54138	\$65,000
F 550 Emer Response	FDW56F42EB00390	\$25,000
F450	1FT8W4DT9FEC08726	\$57,000
F650	1FDWX6DE9RDF07088	\$134,600
F250	1FT7W2BT4JEC88044	\$69,500
F550 SUPER DUTY	1FD0X5HT1LED40610	\$44,750
F450 Super	1FT8W4DT1NEG10903	\$90,000

F450 4X4 SDCC	1FT8W4DM5SEC06720	\$150,000
F550 SUPER DUTY	1FDAF57R28EC44151	\$30,000
Paddack Total:		\$16,571,541
F550 BOX TRUCK	1FD0W4HT7HEB92774	\$47,000
F450 (Service Body)	1FD0W4HT6EEB34439	\$65,000
F-550	1FDUF5HTXJEB63654	\$73,000
Total:		\$185,000
Model/Description	VIN	APD Value
Blackhawk LOWBOY 5 Axle	1E92794032E111036	\$65,000
0246 5th Axle	1E92794052E111037	\$0
TRI AXLE LOWBOY	1E931498XEE111044	\$53,000
TRI AXLE LOWBOY	1E9316334EE111258	\$65,000
TRI AXLE LOWBOY	1E9279408FE111040	\$135,000
55 TON LOWBOY 4 AXLE	1E9319302FE111378	\$98,470
1365 4th Axle	1E931498XEE111045	\$53,000
1581 4th Axle	1E927940XFE111038	\$0
1581 5th Axle	1E9279401FE111039	\$0
Tandem Axle Jeep	1E9317044FE111037	\$74,000
1686 4th AXLE	1E9319304FE111379	\$80,000
0246 4th Axle	1E92794072E111119	\$0
Axle Jeep Dolly	1E92809592E111118	\$35,000
60 TON 4 AXLE LOWBOY	1E9330404ME111206	\$143,636
4th AXLE 60 TON Trailer	1E9330406ME111207	\$0
Dropside 60 Ton	1E9331915NE111126	\$154,896
22131 4th Axle	1E9331917NE111127	\$0
55 Ton 3 Axle	1E9331934NE111121	\$93,240
TANDEM LOWBOY	1LH835VH981B16942	\$52,000
TANDEM AXLE LOWBOY	1LN835VH4G1D23253	\$68,714
TANDEM AXLE LOWBOY	1LH835VH2J1E25500	\$80,071
440B-53 SLIDING AXLE	1LH440WH6K1B26879	\$94,510
CONTAINER TRAILER	1LH330RG4D1C19310	\$30,000
SLIDING AXLE TRAILER	1LH440WH4N1B32460	\$115,919
SLIDING AXLE TRAILER	1LH440WH9N1B33345	\$115,119
455B-53 SLIDING AXLE	1LH455WJXP1B34388	\$147,479
440B Sliding Axle	1LH440WH5P1B35712	\$139,000
SLIDING AXLE TRAILER	1LH440WHXR1B36986	\$140,000
BUS Trailer	1LH850WJ7S1037563	\$238,127
Ramp Trailer	1LH835WH3S1F38193	\$137,251
TRI AXLE LOWBOY	1TKH06232DM041847	\$88,200
1391 STINGER	1TKR0142XDM041848	\$88,200
1391 JEEP	1TKR03339DM041846	\$88,200
AXLE 3 EXPANDABLE	1TKS005135M061927	\$45,000

35 Ton Expandable	1TKJ051225M061926	\$45,000
53FT 60 TON TRI AXLE STEP	5JYDF4830CE084500	\$0
4TH AXLE 60 TON STEP DECK	5JYFA1516BE083617	\$175,947
TANDEM STEPDECK W RAMPS	5MC125315E5142712	\$0
TRI AXLE SLIDING AXLE	40FG05332E1032996	\$92,000
STEPDECK ALUMINUM	1TTE522A7G3923257	\$50,186
TANDEM AXLE FLATBED	13N14830X41519183	\$100,192
Box Trailer	1JJV532V4VL404367	\$32,000
TANDEM AXLE FLATBED	1TTF532C1C3726350	\$0
Cargo	53NBE1428D1014440	\$0
TRI AXLE LOWBOY	112SD5536KL083502	\$104,276
GT Dump Trailer	56WBU1228KE019489	\$0
DUMP TRAILER	4C9BU12288E020330	\$85,000
Trailer	5FTLE1829A1035650	\$0
Box Trailer	1JJV532Y0VL388677	\$32,000
LP873SDT	5HZG19215LK002312	\$101,000
Reefer Trailer	1UYVS25305M560536	\$0
DUMP TRAILER	56WBU1625ME024369	\$0
AIR RIDE GOOSENECK	46UFU3229M1242226	\$40,000
Hopper Bottom	1TDH400247B112839	\$0
FMAX216-40 MR Gooseneck	46UFU4026P1274371	\$72,000
LPX210-30X102GN Gooseneck	46UFU3029N129502	\$0
Flat Bed Trailer	1UYFS24812A750201	\$0
DUMP TRAILER	5LEB1DF21R1238327	\$0
60 TON 4 AXLE LOWBOY	1L94L5335RB564003	\$139,300
Stepdeck w/ramps	57CKD5328SS000092	\$52,500
53 ft Box trailer	1GRAA0629GB709279	\$35,000
TR	4L5ST2728NF060657	\$0
GOOSENECK FMAX216HDT	46UDF3221S1297302	\$56,209
GOOSENECK FMAX216HDT	46UDF3221S1297350	\$59,009
FLATBED TRAILER	46UDF3227S1297398	\$52,710
440B	1LH440WH8S1B37611	\$125,498
343A	1LH343RGXS1B37805	\$86,500
835	1LH835VH8T1F38886	\$134,080
DUMP TRAILER	46UDD1421S1302246	\$25,000
	Total:	\$4,413,440
	Total APD:	\$20,984,981

On-Hook Deductible: \$25,000

Cargo Deductible: \$25,000

Model/Description	VIN	APD Value
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V160B Forklift	68Y01139	\$5,000
Forklift	-	\$10,000
SVL95-2SHFC Skid Steer	35611	\$70,000
KX080	Excavator	\$112,000
Mini Excavator	KBCDZ37CCM3L12725	\$60,000
Skid Steer	KBCZ063CEL1D50958	\$50,000
SVL97 Tracked Skid Steer		\$97,000
445 Wheeled Skid Steer		\$25,000
	Total	\$429,000

Deductible: \$1,000

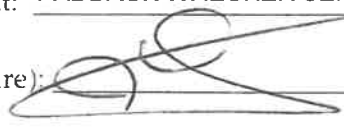


EXHIBIT A
COMBINATION/AGREEMENT AFFIRMATION

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: PADDACK WRECKER SERVICE

By (signature):  _____

Printed name: JEFF RIPLEY

Title: PRESIDENT



**TOWING & RECOVERY SPECIALISTS
SPECIALIZED CRANE SERVICES
24 HOUR SERVICE**

Official RFP Bid Form

**** Please list all services to be provided pursuant to this RFP and associated cost(s)****

****Must include rates and fees required per Ind. Code § 5-2-26.1****

PLEASE SEE ATTACHED

Company: PADDACK WRECKER SERVICE, INC.

Address: 18702 CHAD HITTLE DRIVE WESTFIELD, IN 46074

Contact Printed Name: JEFF RIPLEY

Contact Title: PRESIDENT

Contact Signature: 

Date: 9-22-2025

Upon signature above, the person is certifying that they are the responsible party within the organization that is legally authorized to sign on behalf of the company.



LIGHT DUTY IMPOUND / ACCIDENT

LIGHT DUTY IMPOUND	FLAT FEE	170.00
ACCIDENT TOW LIGHT DUTY	HOOK FEE	180.00
LIGHT DUTY CLEAN UP	IF APPLICABLE	65.00
LT DUTY SPECIAL EQUIPMENT	IF APPLICABLE	50.00
LIGHT DUTY DOLLIES	IF APPLICABLE	50.00
WINCHING/ROLLOVER		125.00
12 TON WRECKER W/OPERATOR		250.00/HR
UNLOADED / EN ROUTE MILEAGE		3.00/MI
LOADED / HOOKED MILEAGE		3.00/MI
LOADED / HOOKED MILEAGE EXCEEDING CITY/CTY LIMITS		3.00/MI
INSIDE STORAGE	DAILY	75.00/DAY
OUTSIDE STORAGE	DAILY	40.00/DAY
GATE FEE	FLAT	25.00
SPILL DIAPERS	FLAT	439.00
WINDOW COVERAGE	FLAT	25.00
ABSORBENT PADS	BUNDLE	35.00
ABSORBENT BOOMS	BUNDLE	240.00
SERVICE BOX TRUCK		275.00/HR
CEMENT ABSORBENT POWDER	FLAT	65.00/BAG
SPILL CONTAINMENT	PER BAG	75.00/EA

ITEMS LISTED ARE USED ON AN AS NEEDED BASIS PER SITUATION



**TOWING & RECOVERY SPECIALISTS
SPECIALIZED CRANE SERVICES
24 HOUR SERVICE**

SKID STEER BUCKETS/BROOM		425.00/HR
SKID STEER OFFROAD WINCH		425.00/HR
F550 SVC TRUCK W/GOOSENECK		275.00/HR
DUMP TRAILERS		275.00/HR
VERMEER VAC TRAILER		400.00/HR
(VAC TRAILER IS EQUIPPED W/HOTSY PRESSURE WASHER)		
(VAC TRAILER ALSO PERFORMS HYDRO VAC, HYDRO EXCAVATE)		
CREDIT CARD CONVENIENCE	FLAT	3 %

SPECIAL NOTE: ELECTRIC VEHICLE HANDLING FEES ARE IN A RESEARCH AND DEVELOPMENT STAGE. THERMAL MONITORING, INDEPENDENT ISOLATED CONCRETE STORAGE BUNKS, EV FIRE BLANKETS, EV EMERGENCY PLUG. PERSONNEL SAFETY TRAINING AND ANNUAL UPDATES. EV RECOVERY CAN POTENTIALLY INVOLVE ROTATOR RECOVERY FOR LIFTING PURPOSES. TIRE ROTATION CAN CREATE ENERGY WITHIN THE BATTERY PACK THAT HAS NOWHERE TO GO WHICH CAN CAUSE THE BATTERIES TO VENT AND LEAD TO FIRE HAZARDS

ITEMS LISTED ARE USED ON AN AS NEEDED BASIS PER SITUATION

**18702 CHAD HITTLE DR. WESTFIELD, INDIANA 46074
PH (317) 896-3206 FAX (317) 867-0651**



RECOVERY

12 TON WRECKER W/OPERATOR		250.00/HR
35 TON WRECKER W/OPERATOR		935.00/HR
40 TON ROTATOR W/OPERATOR		1725.00/HR
50 TON ROTATOR W/OPERATOR		1725.00/HR
50 TON SLIDING ROT W/OPERATOR		1725.00/HR
75 TON ROTATOR W/OPERATOR		1725.00/HR
AIR CUSHION RECOVERY SYSTEM	FLAT RATE	7500.00
FLAT TOP DOLLY		275.00/HR
TANDEM AXLE ROLLBACKS		300.00/HR
BOBTAIL TRACTOR		225.00/HR
BOBTAIL TRACTOR W/LANDOLL		500.00/HR
BOBTAIL TRACTOR W/LOWBOY		500.00/HR
BOBTAIL TRACTOR W/BOX TRLR		500.00/HR
BOBTAIL TRACTOR W/GRAIN TRLR		500.00/HR
MEDIUM DUTY ROLLBACK		250.00/HR
LIGHT DUTY ROLLBACK		160.00/HR
ROLL OFF DUMPSTER TRUCK		200.00/HR
TRI-AXLE DUMP TRUCK		300.00/HR
F550 SVC TRUCK W/GOOSENECK		275.00/HR
OSHA APPROVED COMMUNICATION	FLAT	750.00

ITEMS LISTED ARE USED ON AN AS NEEDED BASIS PER SITUATION



**TOWING & RECOVERY SPECIALISTS
SPECIALIZED CRANE SERVICES
24 HOUR SERVICE**

HAZMAT RESPONSE TRUCK		475.00/HR
HAZMAT TECH SUIT UP FEE	FLAT	275.00
HAZMAT RESPONSE TRAILER		275.00/HR
SPILL CONTAINMENT	PER BAG	75.00/EA
PUMP SADDLE TANKS	FLAT	500.00
SPILL DIAPERS	FLAT	439.00
PORTABLE SKIDDED STORAGE TANKS	FLAT	750.00
FLOWSTOP FOOTBALL	FLAT	275.00/EA
FLOWSTOP GOLFBALL	FLAT	275.00/EA
ABSORBENT PADS	BUNDLE	35.00
ABSORBENT BOOMS	BUNDLE	240.00
CEMENT ABSORBENT POWDER	FLAT	65.00/BAG
SKID STEER BUCKETS/BROOM		425.00/HR
SKID STEER OFFROAD WINCH		425.00/HR
LABOR		175.00/HR/EA
DUMP TRAILERS		275.00/HR
DUMPSTERS 30-40YD		275.00/HR
DUMPSTERS LOSS OF USE	DAILY CALCULATION	75.00/DAY
KUBOTA MINI EXCAVATOR		475.00/HR

ITEMS LISTED ARE USED ON AN AS NEEDED BASIS PER SITUATION

**18702 CHAD HITTLE DR. WESTFIELD, INDIANA 46074
PH (317) 896-3206 FAX (317) 867-0651**



**TOWING & RECOVERY SPECIALISTS
SPECIALIZED CRANE SERVICES
24 HOUR SERVICE**

DISPOSAL FEES	MARKET RATE	MARKET RATE
DISPOSAL BARRELS	EACH	175.00/EA
DISPOSAL LABOR		150.00/HR
FORKLIFTS WAREHOUSE STYLE		275.00/HR
SKYTRAK ALL TERRAIN F/LIFT		275.00/HR
PALLET JACKS		125.00/HR
VERMEER VAC TRAILER		400.00/HR
(VAC TRAILER IS EQUIPPED W/HOTSY PRESSURE WASHER)		
(VAC TRAILER ALSO PERFORMS HYDRO VAC, HYDRO EXCAVATE)		
INSIDE STORAGE TRACTOR	DAILY	250.00/DAY
INSIDE STORAGE TRAILER	DAILY	250.00/DAY
OUTSIDE STORAGE TRACTOR	DAILY	125.00/DAY
OUTSIDE STORAGE TRAILER	DAILY	125.00/DAY
FIRST RESPONDER		175.00/HR
CREDIT CARD CONVENIENCE	FLAT	3 %
ADMINISTRATIVE FEE	FLAT	5 %
SCENE SUPERVISOR		275.00/HR
SCENE SAFETY COORDINATOR		225.00/HR
SUBLET 3 PRO ENVIRONMENTAL	VARIABLES PER JOB	
HAZMAT RECOVERY CHARGE	VARIABLES PER JOB	

ITEMS LISTED ARE USED ON AN AS NEEDED BASIS PER SITUATION

**18702 CHAD HITTLE DR. WESTFIELD, INDIANA 46074
PH (317) 896-3206 FAX (317) 867-0651**





PADDACK WRECKER SERVICE RATE SCHEDULE

HEAVY DUTY IMPOUND / ACCIDENT

HEAVY DUTY IMPOUND	FLAT	650.00
HEAVY DUTY ACCIDENT		850.00/HR
HEAVY DUTY STRANDED TOW		425.00/HR
SERVICE BOX TRUCK		275.00/HR
LABOR		175.00/HR/EA
INSIDE STORAGE TRACTOR	DAILY	250.00/DAY
INSIDE STORAGE TRAILER	DAILY	250.00/DAY
OUTSIDE STORAGE TRACTOR	DAILY	125.00/DAY
OUTSIDE STORAGE TRAILER	DAILY	125.00/DAY
FLOWSTOP FOOTBALL	FLAT	275.00/EA
FLOWSTOP GOLFBALL	FLAT	275.00/EA
HAZMAT RESPONSE TRUCK		475.00/HR
HAZMAT TECH SUIT UP FEE	FLAT	275.00
HAZMAT RESPONSE TRAILER		275.00/HR
SPILL CONTAINMENT	PER BAG	75.00/EA
SKID STEER BUCKETS/BROOM		425.00/HR
FLAT TOP DOLLY		275.00/HR
AXLE DOLLIES		275.00/HR

ITEMS LISTED ARE USED ON AN AS NEEDED BASIS PER SITUATION



**TOWING & RECOVERY SPECIALISTS
SPECIALIZED CRANE SERVICES
24 HOUR SERVICE**

ABSORBENT BOOMS	BUNDLE	240.00
ABSORBENT PADS	BUNDLE	35.00
CEMENT ABSORBENT POWDER	FLAT	65.00/BAG
DISPOSAL FEES	MARKET RATE	MARKET RATE
DISPOSAL BARRELS	EACH	175.00/EA
DISPOSAL LABOR		150.00/HR
DUMP TRAILERS		275.00/HR
DUMPSTERS 30-40YD		275.00/HR
DUMPSTERS LOSS OF USE	DAILY CALCULATION	75.00/DAY
VERMEER VAC TRAILER		400.00/HR
(VAC TRAILER IS EQUIPPED W/HOTSY PRESSURE WASHER)		
(VAC TRAILER ALSO PERFORMS HYDRO VAC, HYDRO EXCAVATE)		
PUMP SADDLE TANKS	FLAT	500.00
SPILL DIAPERS	FLAT	439.00
F550 SVC TRUCK W/GOOSENECK		350.00/HR
FIRST RESPONDER		175.00/HR
CREDIT CARD CONVENIENCE	FLAT	3 %
ADMINISTRATIVE FEE	FLAT	5 %
GATE FEE	FLAT	25.00
SCENE SUPERVISOR		275.00/HR
SCENE SAFETY COORDINATOR		225.00/HR

ITEMS LISTED ARE USED ON AN AS NEEDED BASIS PER SITUATION

**18702 CHAD HITTLE DR. WESTFIELD, INDIANA 46074
PH (317) 896-3206 FAX (317) 867-0651**

EXHIBIT D
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: _____

STATE OF INDIANA) IN THE HAMILTON COUNTY CIRCUIT COURT
) SS:
COUNTY OF HAMILTON) CAUSE NO. 29C01-2212-PL-010094

CITY OF WESTFIELD, INDIANA,)
)
 Plaintiff,)
 v.)
)
 MARK T. NIGH, MARCIA NIGH, and)
 PENTECOSTALS OF WESTFIELD,)
)
 Defendants.)

AGREED FINDINGS AND JUDGMENT

Plaintiff the City of Westfield, Indiana (“City”) and Defendants Mark and Marcia Nigh (the “Nighs”) jointly submit their Agreed Findings and Judgment. The Court, having examined the record and being duly advised, now FINDS:

1. The City filed its Complaint in Condemnation on December 23, 2022 seeking to acquire fee simple interest in the entire property owned by the Nighs, totaling 10,690 square feet, which is described and depicted in **Exhibit 1**, attached hereto and incorporated herein by this reference (“Acquisition Area”).

2. The City is acquiring the Acquisition Area to extend Jersey Street from the south of the intersection of Union Street and S.R. 32 to the south of East Street and S.R. 32 through Hamilton County, Indiana.

3. The Pentecostals of Westfield was named as a defendant because of the potential interest it has in the subject property by virtue of a lease agreement on the Real Estate.

4. All defendants were properly served with the summons, Complaint, and a notice to appear as required by statute.

5. The City's Complaint complies with Indiana eminent domain law, and the Court has jurisdiction over the subject matter of this case and the parties herein.

6. On May 1, 2023, the Court-Appointed Appraisers filed their Report of Appraisers determining the total just compensation due to the Nighs for the City's acquisition to be \$716,000.

7. On May 12, 2023, the Nighs filed their Exceptions to Report of Appraisers and Request for Jury Trial, claiming the amount of damages and fair market value assessed was too low to compensate the Nighs for their loss.

8. The City issued a check in the amount of \$725,600.00, made payable to the Clerk of the Court, \$716,000.00 of which constitutes the just compensation amount determined by the Court-Appointed Appraisers and \$9,600.00 of which constitutes the Court-Appointed Appraisers' fee amount. The Clerk of the Court received the check on June 22, 2023.

9. On July 3, 2023, in accordance with I.C. 32-24-1-10, the Court entered an Order of Appropriation conveying the fee simple interest in the Acquisition Area.

10. Prior to the entry of the Order of Appropriation and the City's acquisition of the Real Estate, the Nighs incurred property taxes and related delinquencies on the Real Estate in the amount of \$8,835.81 (the "Outstanding Property Taxes").

11. At the direction of the Treasurer of Hamilton County, the City paid the Outstanding Property Taxes on the Nighs' behalf to complete the transfer of the Acquisition Area.

12. The only remaining issues are the Nighs' Exceptions to Report of Appraisers, the just compensation owed to the Nighs, and the Nighs' reimbursement of the City for the Outstanding Property Taxes.

13. The Parties mediated this dispute on August 28, 2025 and agreed that the Nighs shall be entitled to recover a total of, \$846,335.81, as just compensation for the City's acquisition of the Acquisition Area ("Just Compensation Amount").

14. The parties agree that the Nighs shall satisfy their obligation to reimburse the City for payment of the Outstanding Property Taxes by deducting that amount from the agreed Just Compensation Amount, with the City remitting the remaining balance to the Nighs.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that there is no just reason for delay in entry of judgment upon the terms and conditions contained herein.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Nighs shall have and recover \$846,335.81 as the total just compensation for the City's appropriation

of the Acquisition Area, in full satisfaction of this judgment and any and all claims resulting from the City's acquisition.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the City shall deposit \$121,500.00 with the Clerk of the Court, which sum together with the \$716,000.00 previously deposited with the Clerk by the City, shall total \$837,500.00, the remaining Just Compensation Amount due to the Nighs after deducting the Outstanding Property Taxes.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that upon receipt of the \$121,500.00 payment from the City, the Clerk of the Court shall issue payment in the total sum of \$837,500.00 made payable to Sever Walker Padgitt/ Mark and Marcia Nigh, c/o George Padgitt, 742 S. Rangeline Rd., Carmel, IN 46032.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that:

- (a) The Clerk of the Court shall promptly send a certified copy of this Agreed Findings and Judgment to the Auditor and Recorder of Hamilton County, Indiana;
- (b) The Auditor shall remove the Acquisition Area described in **Exhibit 1** from the tax records and rolls of Hamilton County, Indiana and cancel any and all unpaid 2025 and subsequent years' taxes thereon;

- (c) The Auditor shall submit evidence of this removal from the tax records by United States Mail to Kristine A. Gordon, Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, IN 46204;
- (d) The Recorder shall, without payment of a fee, record the transfer of the Acquisition Area described in **Exhibit 1**; and
- (e) The Recorder shall submit evidence of this recordation, by United States Mail to Kristine A. Gordon, Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, IN 46204.

SO ORDERED.

Dated: _____

Judge, Hamilton Circuit Court

AGREED TO AND SUBMITTED BY:

THE CITY OF WESTFIELD, INDIANA

MARK T. NIGH

By: _____

Its: _____

MARCIA NIGH

APPROVED AS TO FORM:

/s/Kristine A. Gordon

Kristine A. Gordon

Taft Stettinius & Hollister LLP

One Indiana Square, Suite 3500

Indianapolis, IN 46204

kgordon@taftlaw.com

Attorney for City of Westfield, Indiana

/s/

George Padgitt

Sever Walker Padgitt

742 S. Rangeline Rd.,

Carmel, IN 46032

george@swp-legal.com

Attorney for Mark and Marcia Nigh

DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer

6 day of April, 2000

J. M. Oyle Auditor
Hamilton County

Parcel # 09-10-06-01-01-031.000

1400
①

200000015842
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 04-06-2000 At 02:51 pm.
WARR DEED 14.00

WARRANTY DEED

Case No: 000701100

This Indenture Witnesseth, That Stuart M. Finucane and Toy A. Weber,
husband and wife

(Grantor) of Hamilton County, in the State of Indiana, *Conveys and Warrants* to

Mark T. Nigh and Marcia Nigh, husband and wife

(Grantee) of Hamilton County, in the State of Indiana, for the sum of Ten & 00/100
Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby
acknowledged, the following described real estate in Hamilton County, in the State of
Indiana:

Part of Lots 45 and 46 in the Town of Westfield, Hamilton County, Indiana, as per plat thereof recorded in Deed Record "D", page 121, in the Office of the Recorder of Hamilton County, Indiana, more particularly described as follows: REF

Beginning at the Northwest corner of said Lot 46; thence South 64 feet 9 inches; thence East across said Lots 165 feet; thence North 64 feet 9 inches; thence West 165 feet to the place of beginning.

Subject To any and all easements, agreements, and restrictions of record. The address of such real estate is commonly known as: 132 Union Street Westfield, IN 46074

In Witness Whereof, Grantor has executed this deed this 31ST day of MARCH 2000

Stuart M. Finucane

(Seal)

Toy A. Weber

(Seal)

(Seal)

(Seal)

STATE OF INDIANA, Marion COUNTY ss: ACKNOWLEDGEMENT

Before me, a Notary Public in and for the said County and State, personally appeared Stuart M. Finucane and Toy A. Weber, husband and wife

who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notarial seal this 31st day of March, 2000.

My commission expires:

02/04/08



Signature

SHERRI L. DABSON, Notary Public

Residing in HAMILTON County, Indiana

THIS INSTRUMENT PREPARED BY: Michael J. Curry, Attorney at Law 3888-49

Information from: Stewart Title Services

Send tax bills to: PROPERTY/ADDRESSE, 19329 GRASSY BRANCH ROAD, WESTFIELD, IN 46074

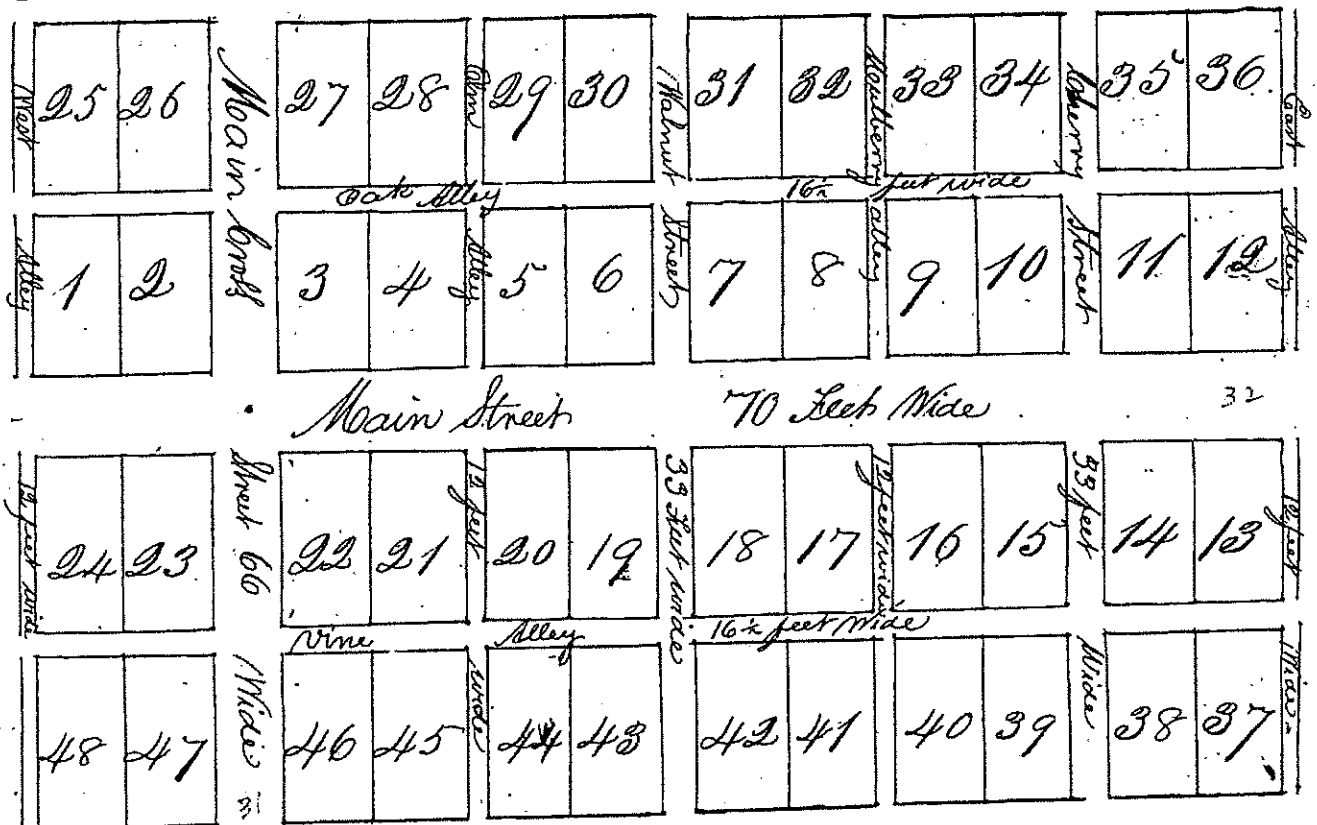
000701100

Exhibit 1

ITEM 1
CAPTION

200000015842

Plat of the Town of West Field 1834 121 121



The Town of West Field in Hamilton County is laid out in the above plan, the streets and alleys and the widths respectively marked in the Plat. Each lot is eighty two feet six inches in front and extends back one hundred and fifty six feet nine inches.

The State of Indiana Hamilton County ss.
 Before me the undersigned an acting justice of the Peace within and for said county personally came Ambrose Carbin, Simon Moorhead and Asa Bales and acknowledged to me within to be a correct Plat and reference of the Town of West Field by them laid out in said county of Hamilton. In testimony whereof I have hereunto set my hand and seal this sixteenth day of May in the year of our Lord one thousand eight hundred and thirty four.

Benjamin Wheeler
 Justice of the Peace

Indiana Court
 Hamilton County
 I John D. Stephenson Recorder in and for the County of Hamilton do certify that the foregoing Plat of the Town of West Field was presented to me for record on the 20th day of May 1834 and the same together with the certificate of acknowledgment is duly recorded as above.

J. D. Stephenson
 Recorder

I Samuel Monroe of the County of Hamilton Indiana do hereby mortgage assign over and transfer to Raymond W. Clark Commissioner of the School Lands in the County of Hamilton Indiana my successor in office of the said Congressional Township No. 10 North in Range five East the following described lands to wit the East half of the North East quarter of section thirty one Township No. 10 North in Range five East in the County of Hamilton Indiana the payment by the said of fifty (50) dollars in three years with interest thereon at the rate of ten per cent per annum payable annually in advance and I do agree that said land and all the interest claim therein may be exposed to sale if any part of such payment or interest or either of them be not paid at the time the same are either of them or any part thereof shall become due as herein stipulated and on the 1st day of January next the payment of all the foregoing and interest thereon

**WESTFIELD COLLECTIVE PERIMETER TRAIL
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (“**Agreement**”), dated as of August ____, 2025, is entered into by and among the CITY OF WESTFIELD, INDIANA (the “**City**”), and iBeach Holding Partners, LLC (the “**Developer**”) (collectively the City and Developer shall be referred as “**Parties**”).

RECITALS

1. The Developer plans to construct Westfield Collective (“the **Project**”). The City of Westfield Unified Development Ordinance and the City of Westfield Construction Standards for the Project require constructing an 8-foot multi-use trails along 181st Street and Grand Park Boulevard (the “**Project Site**”). Due to development of a roundabout project at 181st Street and Grand Park Boulevard, the City has agreed to facilitate installation of these multi-use trails, provided the Developer pays a fee to the City in-lieu of these improvements.

2. The City is willing to permit the development of the Project under certain conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual obligations and covenants of the parties hereto contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer and the City agree as follows:

ARTICLE I
Term

This Agreement shall be effective on the date set forth in the first paragraph of this Agreement. This Agreement will terminate upon completion of the Project.

ARTICLE II
Covenants of Parties

- 2.1 Developer shall contribute a total of **\$34,691.80** to the Westfield Road Impact Fee Fund.
- 2.2 Developer is responsible for constructing portions of the path that fall outside of this agreement as shown in the Westfield Collective approved construction documents.

- 2.3 Developer shall comply in all material respects with (and shall cooperate with the City to enable the City to comply in all material respects with) statutes, regulations and rules applicable to the Project.

ARTICLE III
Miscellaneous

- 3.1 **Assignment.** The rights and obligations contained in this Agreement may be assigned by the Developer to a related or affiliated entity with the express prior written consent of each of the City. Developer expressly acknowledges that this Agreement touches and concerns the Project and is, except as provided otherwise herein, binding upon and enforceable against the Developer, its respective successors and assigns and all persons claiming under or through the Developer collectively or individually.
- 3.2 **Amendments.** No modification or amendment of any provision of this Agreement shall be effective unless made in writing and duly executed by the City and the Developer.
- 3.3 **Disclaimer of Relationship.** Nothing contained in this Agreement, nor any act of the City or of the Developer, or of any other person, shall be deemed or construed by any person to create any relationship of third-party beneficiary, employer and employee, principal and agent, limited or general partners or joint ventures. The Developer is and will remain an “independent contractor” with respect to performance under this Agreement. The Developer is responsible for and shall pay all amounts and benefits owing to or for the account of its employees, if any, including unemployment compensation, FICA, retirement, life and medical insurance and worker’s compensation insurance.
- 3.4 **Survival of Covenants, Etc.** All representations, warranties, covenants and agreements made by the City and the Developer in this Agreement shall survive the execution of this Agreement and the completion of the Project. No other person is entitled to rely upon any such representations, warranties, covenants and agreements.
- 3.5 **Notices.** Any and all notices or other communications required or permitted under this Agreement shall be in writing and shall be sufficiently given when delivered in person to, or sent by certified mail, postage prepaid, addressed as follows (provided that if mailed, any applicable time period will commence upon receipt by the addressee; and provided further that if the addressee refuses delivery, the notice will be deemed to have been given three days after the mailing of such notice or other communication):

To the City: City of Westfield, Indiana
Westfield City Hall
2706 E. 171st Street
Westfield, Indiana 46074
Attn: Michael Pearce, City Engineer

To the Developer: iBeach Holding Partners, LLC
750 E. 181st Street
Westfield, IN 46074

or to such other address or person as shall be designated from time to time by notice as contemplated by this Section 3.5.

- 3.6 **Governing Law.** Except to the extent preempted by federal law, the laws of the State of Indiana shall govern all aspects of this Agreement, including execution, interpretation, performance and enforcement. All exhibits attached hereto are incorporated by reference.
- 3.7 **Dispute Resolution.** Any lawsuit arising out of or relating to this Agreement must be brought in Hamilton County, Indiana Circuit or Superior Courts. The City and the Developer consent to the jurisdiction of such court and irrevocably waive any objections they may have to such jurisdiction or venue.
- 3.8 **No Waiver.** Neither failure nor delay on the part of the City or the Developer in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the Developer or the City therefrom shall be effective unless the same shall be in writing, signed on behalf of the City or the Developer by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on the City or the Developer shall entitle the City or the Developer to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of the City's or the Developer's right to take other or further action in any circumstances without notice or demand.
- 3.9 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original for all purposes and each of which shall constitute one and the same.

- 3.10 **Binding of Successors, Assigns.** Subject to the further provisions of this Agreement, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the City and the Developer and their respective successors and assigns.
- 3.11 **Further Assurances.** Subject to the further provisions of this Agreement, the Developer and the City shall, at such party's expense, upon request of the other such party, duly execute and deliver, or cause to be executed and delivered, such further instruments and perform or cause to be performed such further acts as may be reasonably necessary or proper in the reasonable opinion of the City or the Developer to carry out the provisions and purposes of this Agreement.
- 3.12 **Severability.** 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. Time is of the essence in this Agreement. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, then the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the Developer and the City or their successors in interest. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Project Site is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.
- 3.13 **Headings.** The headings of the articles, sections and paragraphs used in this Agreement are for convenience only and shall not be read or construed to affect the meaning or construction of any provision.

- 4.14 **Entire Agreement.** Except as otherwise expressly provided herein, this Agreement constitutes the entire agreement by and between the City and the Developer and supersedes all prior agreements, written or verbal, between the City and the Developer pertaining to the Project. No statements, promises or agreements whatsoever, in writing or verbally, in conflict with the terms of this Agreement have been made by the City or the Developer that in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations of this Agreement.
- 3.15 **No Third Party Beneficiaries.** There are no third-party beneficiaries of this Agreement.
- 3.16 **Indemnification.**
- (a) **Developer Indemnification.** The Developer will pay, and protect, indemnify and save the City (including members, directors, officials, officers, agents, attorneys and employees thereof) harmless from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the City), causes of actions, suits, claims, demands and judgments of any nature arising from or relating to:
- (i) Violation by the Developer of any agreement or condition of this Agreement;
 - (ii) Violation of any contract, agreement or restriction by the Developer relating to the Project, or any part thereof, in connection with the implementation of or effectuation of this Agreement;
 - (iii) Violation of any law, ordinance or regulation by the Developer arising out of the ownership, occupancy or use of the Project, or a part thereof;
 - (iv) Any act, failure to act, or misrepresentation by the Developer, or any of the Developer's agents, contractors, servants, employees or licensees related to this Agreement; and
- (b) **City Indemnification.** To the extent permitted by law, the City will pay, and protect, indemnify and save the Developer (including members, directors, officials, officers, agents, attorneys and employees thereof) harmless from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Developer), causes of actions, suits, claims, demands and judgments of any nature arising from or relating to:

- (i) Violation by the City or other City Party of any agreement or condition of this Agreement;
- (ii) Violation of any contract, agreement or restriction by the City relating to the Project, or any part thereof, in connection with the implementation of or effectuation of this Agreement;
- (iii) Any act, failure to act, or misrepresentation by the City, or any of the City's agents, contractors, servants, employees or licensees related to this Agreement;

3.17 **Force Majeure.** Notwithstanding anything to the contrary set forth herein, each party shall be excused for any failure or delay in performing any of its obligations under this Agreement, if such failure or delay is caused by an event of Force Majeure. "Force Majeure" means any act of God; any accident (including equipment failure, electricity outage for extended periods of time, destruction or damage to equipment not caused by the party relying upon such circumstance or event); any explosion; any fire, flood, ice, earthquake, lightning, tornado, hurricane or other severe weather condition or calamity; any civil disturbance, labor dispute or labor or material shortage; any sabotage or act (or specific, imminent threatened act) of terrorism; any act of a public enemy, uprising, insurrection, civil unrest, war or rebellion; any action or restraint by court order or public or governmental authority or lawfully established civilian authorities; a material adverse change in the national financial economic situation in the United States; or any other circumstance or event beyond the reasonable control of the party relying upon such circumstance or event. Each party shall diligently make efforts to perform any obligations delayed under this Section 3.17, immediately upon the event of Force Majeure no longer preventing such obligation from being performed, then: (a) the party asserting Force Majeure shall deliver written notice to the other party; (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.

3.18 **Interpretation.** Unless the context requires otherwise, (i) the singular includes the plural and vice versa, (ii) RECITALS and EXHIBITS form a part of this Agreement, (iii) any reference in this Agreement to any particular Article, Section, subsection, RECITAL or EXHIBIT shall be deemed to refer to an Article, Section or RECITAL of, or EXHIBIT to, this Agreement, (iv) the word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters

immediately following it, and (v) where a term is defined, another part of speech or grammatical form of that term shall have a corresponding meaning.

Effective Date. Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all parties hereto have executed this Agreement.

* * *

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on or as of the day and year first above written.

“DEVELOPER”

iBeach Holding Partners, LLC

By: _____

Printed Name: _____

Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for the State of Indiana, personally appeared _____, the _____ of iBeach Holding Partners, who, being first duly sworn, acknowledged the execution of the foregoing Agreement for and on behalf of said limited liability company.

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

My Commission Expires:

My County of Residence:

NOTARY PUBLIC

Printed

“CITY”

CITY OF WESTFIELD

By: _____

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for the State of Indiana, personally appeared. _____, the _____ of the City of Westfield, Indiana, who, being first duly sworn, acknowledged the execution of the foregoing Agreement for and on behalf of the City of Westfield, Indiana.

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

My Commission Expires:

NOTARY PUBLIC

My County of Residence:

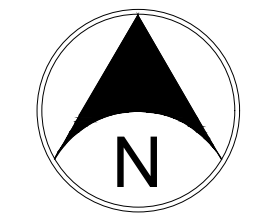
Printed

This instrument prepared by Chad Mills, City of Westfield, 2728 E 171st St, Westfield, Indiana, 46074.

I affirm, under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. *Chad Mills.*

EXHIBIT A

“Work Scope Agreement Overview Map”



0 30' 60'
SCALE: 1" = 30'

FRITZ
ENGINEERING SERVICES

14020 MISSISSINAWA DRIVE
CARMEL, INDIANA 46033
P: 317.324.8695 F: 317.324.8717
www.Fritz-Eng.com

ASHTON L. FRITZ
REGISTERED
No. PE10707583
STATE OF INDIANA
PROFESSIONAL ENGINEER
Ashton L. Fritz
3/16/2015

REVISIONS AND ISSUES	DATE	BY
3 REV PER W/PWD	3/19/2025	AF
2 REV PER CEG/W/PWD	3/8/2025	AF
1 REV PER TAC COMMENTS	2/19/2025	AF

GENERAL NOTES / LEGEND:

"IT'S THE LAW"
811
Know what's below.
Call before you dig.
2 WORKING DAYS BEFORE YOU DIG.

PROJECT:
WESTFIELD COLLECTIVE

PROJECT LOCATION:
750 E 181ST ST
WESTFIELD, INDIANA 46074
HAMILTON COUNTY
SECTION, TOWNSHIP, RANGE:
NW 1/4, S36, T19N, R3E

CLIENT:
ALLEATO GROUP

8383 CRAIG STREET, SUITE #150
INDIANAPOLIS, INDIANA 46250

PLAN DATE:
12/27/2024

DESIGN: AF CHECK: AF DRAWN: KG
PROJECT NO:
2411005

SHEET NAME:
SITE DEVELOPMENT PLAN

SHEET NO.
C201

KEY NOTES:

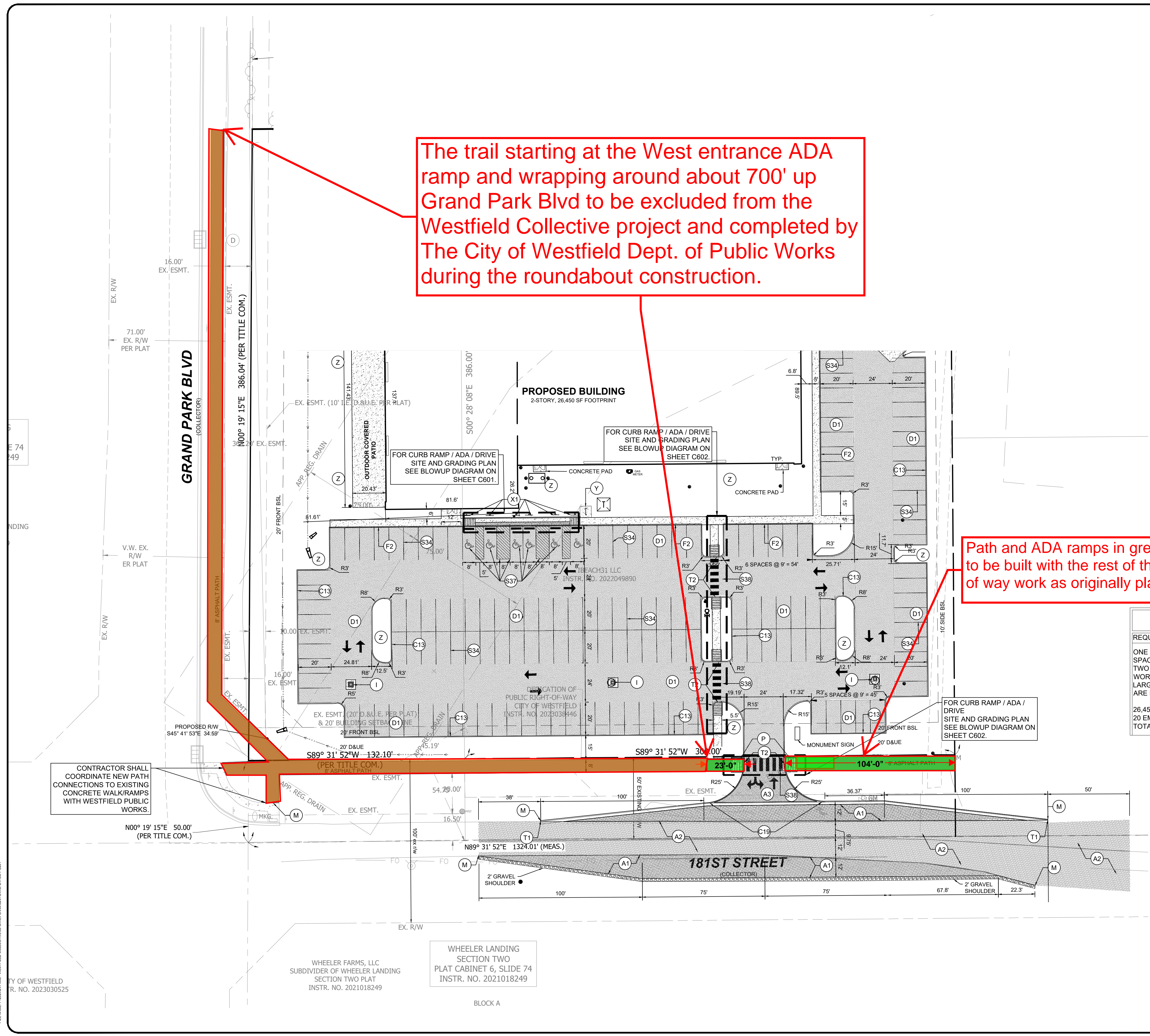
A1	WESTFIELD ASPHALT PAVEMENT, COLLECTOR STREET SECTION	
A2	1.5 INCH ASPHALT MILL AND RESURFACE WITH 165 LBS / SYS OF HMA 9.5 MM SURF.	
A3	COMMERCIAL DRIVE (REF. INDOT CLASS III DETAIL)	
A4	CONCRETE PAVEMENT	
C13	CONCRETE 6 INCH "STRAIGHT" CURB	
C15	COMBINED CURB AND GUTTER (REF. WESTFIELD DETAIL 2550-008, TYPE II)	
C19	DEPRESSED CURB AND GUTTER	
D1	LIGHT DUTY ASPHALT PAVEMENT	
D2	HEAVY DUTY ASPHALT PAVEMENT	
E	EXISTING CURB / PAVEMENT / SIDEWALK TO REMAIN	
F1	CONCRETE SIDEWALK	
F2	CONCRETE INTEGRAL / MONOLITHIC CURB AND WALK	
I	INLET / CASTING CONCRETE COLLAR APRON	
L	EXTERIOR LIGHTS, VERIFY FINAL LOCATION WITH PHOTOMETRIC PLAN.	
M	MATCH INTO EXISTING	
O	FENCE LOCATION (COORDINATE WITH OWNER ON FINAL LOCATION AND TYPE).	
P	ADA RAMP AT DRIVE (PER INDOT DETAIL)	
S34	4 INCH SOLID WHITE PAVEMENT STRIPING (TYP.)	
S37	ADA BLUE PAVEMENT STRIPING AND MARKINGS	
S38	WHITE PAVEMENT CROSSWALK TRANSVERSE MARKING	
T1	CURB TAPER	
T2	FLUSH CURB FOR RAMP TRANSITION	
U	DUMPSTER ENCLOSURE (SEE ARCHITECTURAL PLANS)	
X1	HANDICAP PARKING SIGN	
Y	BICYCLE PARKING	
Z	LANDSCAPE AREA	

PARKING CALCULATION

REQUIRED	SPACES PROVIDED
ONE SPACE PER 250 SF PLUS ONE (1) SPACE FOR EACH TWO (2) EMPLOYEES, AS RELATED TO WORKING PERIOD WHEN THE LARGEST NUMBER OF EMPLOYEES ARE EMPLOYED ON THE PREMISES.	151 STANDARD PARKING SPACES + 6 ADA SPACES
26,450 / 250 = 106 SPACES 20 EMPLOYEES = 10 SPACES TOTAL REQUIRED = 116 SPACES	157 TOTAL SPACES PROVIDED

The trail starting at the West entrance ADA ramp and wrapping around about 700' up Grand Park Blvd to be excluded from the Westfield Collective project and completed by The City of Westfield Dept. of Public Works during the roundabout construction.

Path and ADA ramps in green are to be built with the rest of the right of way work as originally planned



Westfield
PUBLIC WORKS

2728 E. 171st St.
Westfield, IN 46074
westfield.in.gov

APPROVED
REVISE
REJECTED

By *Franklin*
DATE 3/27/2025
SUBMITTAL #
SPEC

EXHIBIT B

“Right-of-Way Improvements Cost Estimate”



CCO-2403-0032

Alleato Group
8383 Craig Street Suite 150
Indianapolis, IN 46250

Project: 24-115 Westfield Collective
750 E 181st Street
Westfield, IN 46074

Commitment Change Order CCO-2403-0032

CONTRACTOR:	Alleato Group 8383 Craig Street Suite 150 Indianapolis, IN 46250	SUBCONTRACTOR:	Howard Companies 2916 Kentucky Ave Indianapolis IN , 46221 (317) 849-9666 AHarris@howardcompanies.com
DATE CREATED:	08/14/2025	FIELD CHANGE:	No
COMMITMENT #:	SC-2403-0014	CHANGE REASON:	Perimeter Trail Deduct From DPW
DESIGNATED REVIEWER:	Glenn Ducharme	RECEIVED FROM:	Alec Harris
DUE DATE:	09/30/2025	INVOICED DATE:	08/13/2025
PAID IN FULL:	No	EXECUTED:	No

DESCRIPTION:

Westfield Dept of Public Works will build the perimeter trail starting from the ADA ramp on the West side of the Collective entrance all the way around to the end of the trail on Grand Park Blvd. when they do the traffic circle at the intersection next summer.

ATTACHMENTS:

[CO2- Trail Deduct -\\$34,691.80.pdf](#)

SCHEDULE OF VALUES:

#	Cost Code	Type	Description	Subtotal
1	321216 - Asphalt Paving	Subcontract	DPW will build the perimeter trail when they install the round about at the intersection in Summer 2026	\$-34,691.80
Subtotal				\$-34,691.80
Grand Total				\$-34,691.80

The original (Contract Sum)	\$327,461.25
Net change by previously authorized Change Orders	\$-3,321.25
The contract sum prior to this Change Order was	\$324,140.00
The contract sum would be changed by this Change Order in the amount of	\$-34,691.80
The new contract sum including this Change Order will be	\$289,448.20

Alleato Group
8383 Craig Street Suite 150
Indianapolis, IN 46250



8/14/2025

Signature

Date

Howard Companies
2916 Kentucky Ave
Indianapolis, IN 46221



08/14/2025

Signature

Date

**PUBLIC-PRIVATE AGREEMENT FOR THE BUILDING, OPERATING, AND
TRANSFERRING OF THE WESTFIELD POLICE HEADQUARTERS PROJECT**

This Public-Private Agreement for the Building, Operating, and Transferring of the Westfield Police Headquarters Project (this “**Agreement**”) is entered into as of the ____ day of _____, 2025 (the “**Effective Date**”), by and between Garmong BOT Development 2, LLC, an Indiana limited liability company (“**Developer**”), and the City of Westfield, Hamilton County, Indiana, by and through its Board of Public Works & Safety (the “**City**”), on the following terms and conditions:

RECITALS

WHEREAS, on or about _____, the City issued a certain Request for Proposals and Qualifications to design, build, operate, and/or transfer a new police headquarters project in the City (the “**RFPQ**”);

WHEREAS, pursuant to the RFPQ, the City sought offers to design, build, operate, and transfer to the City a state of the art police headquarters project to accommodate the needs of the Westfield Police Department (the “**Police Department**”) for decades to come with amenities including a community room, training rooms, sallyport, kennel facilities, drone deployment area, vehicle processing, evidence processing and crime lab, officer wellness spaces, such as an outdoor plaza, fitness room, quiet rooms, kitchen and break areas, patrol investigations and major case room, executive and support staff, records storage and public retrieval, officer memorial and public space, design with future expansion in mind for Police Department growth, and City IT/servers to serve the community and the Police Department, to be located in the City on property owned by the City, (as more specifically defined in Article 1, the “**Police Headquarters Project**”), all pursuant to a public-private agreement between the City and the selected offeror in accordance with Ind. Code § 5-23 et seq. (the “**Act**”);

WHEREAS, in response to the RFPQ, Developer submitted a proposal and statement of qualifications to the City for completing the Project (as hereinafter defined);

WHEREAS, Developer prepared and provided its proposal and statement of qualifications (the “**PSOQ**”) to design, develop, build, operate, transfer, and/or maintain the Police Headquarters Project on or before the RFPQ deadline of July 26, 2023;

WHEREAS, the City determined that Developer was reasonably susceptible of being selected for a build-operate-transfer agreement or agreements in accordance with the Act;

WHEREAS, the RFPQ Selection Committee (convened by the City), having reviewed the PSOQ along with other developer responses to the RFPQ, recommended to the City’s Board of Public Works and Safety (the “**Board**”) that the Board accept Developer as the party selected for continued negotiation and eventually completing the Police Headquarters Project and the Board has since accepted that recommendation;

WHEREAS, the parties now desire to enter into this Agreement to provide that Developer will build, initially operate, and then transfer the Project to the City; and

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

ARTICLE 1. DEFINITIONS

Capitalized terms in this Article 1 are used throughout this Agreement with the meaning ascribed to each term as follows):

Act shall mean Ind. Code § 5-23 *et. seq.*

Ancillary Agreements shall mean all instruments and agreements referenced or contemplated herein, including, without limitation, Pre-Construction Agreements, Temporary Right of Entry, and any other agreements or reservations set forth therein and other documents needed to effectuate the intent and purpose of this Agreement.

Bill of Sale shall mean that certain bill of sale for the Project attached hereto as Exhibit J.

Bonds shall mean any and all bonds issued by the City, the City Bodies, the Westfield Redevelopment Commission, and/or the Westfield Redevelopment Authority for the Project.

Change Order shall mean a written change order executed by the City (or the City's designee) and Developer finalizing the inclusion of a change in the Construction Documents proposed in a Change Order Request by Developer that is approved by the City or its designee, or a Change Order Request by the City that is approved by Developer.

Change Order Request shall mean a written request for a change to the Construction Documents.

City Body or City Bodies shall mean any of the City or its related bodies and commissions, as applicable.

City Fees shall mean impact fees, park impact fees, inspection fees, variance or re-zoning fees, stormwater permit fees, improvement location fees, building permit fees, sign permit fees, and any other fees assessed by the City's planning or engineering departments and directly related to approvals for construction of the Project.

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

Closing shall mean (a) payment in full of the outstanding Purchase Price; (b) execution of the Bill of Sale, and (c) execution of any other Transaction Documents not yet executed.

Closing Date shall be the date on which the Bill of Sale is executed pursuant to the terms of this Agreement.

Construction Contract shall mean the _____ Agreement dated _____ between Developer and Prime Subcontractor for the construction of the Project.

Construction Documents shall mean the one hundred percent (100%) completed Construction Drawings and Construction Specifications for the Police Headquarters Project, individually or collectively, as applicable as attached, along with the Construction Schedule.

Construction Drawings shall mean graphic and pictorial portions of the Construction Documents showing the design, location, and dimension of the Work, generally including plans, elevations, sections, details, schedules, and diagrams, which drawings shall be consistent with the Laws, and as referenced in Exhibit E.

Construction Meetings shall mean weekly status meetings on the dates and times to be mutually determined by Developer and the City, at which the parties and Owner's Representative shall discuss the construction progress for the Project.

Construction Schedule shall mean the construction schedule for the Police Headquarters Project considering permitting, early and fast-track Work, infrastructure, civil, and vertical construction, which shall reflect construction sequencing activities in detail with appropriate links, critical path, predecessors/successors/milestones, the Substantial Completion Date, temporary certificate of occupancy, and certificate of occupancy with bid packages to be released to allow for commencement of construction on or before _____ attached as Exhibit G.

Construction Specifications shall mean that portion of the Construction Documents consisting of the written requirements for materials, equipment, systems, standards, and workmanship for the Work, and performance of related services referenced in Exhibit F.

Contingency shall mean, whether related to design or construction, the line item(s) designated as "contingency" in the GMP for use until Closing to cover unanticipated costs of the Project that are included within the GMP, which, except as provided in Section 6.02(g), may not be accessed without the prior written authorization of the City (which authorization shall not be unreasonably withheld, conditioned, or delayed) or a Change Order. The total Contingency on the Project is _____ Dollars (\$ _____).

Cure Period shall mean a period of: (a) ten (10) days after written notice of an Event of Default in the case of any monetary default; and (b) thirty (30) days after a party fails to perform or observe any other term or condition of this Agreement to be performed or observed by it and receives written notice specifying the nature of the Event of Default; provided that, if such Event of Default is of such a nature that it cannot be remedied within thirty (30) days, despite reasonably diligent efforts, then the thirty (30) day cure period shall be extended as may be reasonably necessary for the defaulting party to remedy the Event of Default, so long as the defaulting party: (i) commences to cure the default within the thirty (30) day period or implements an approved plan to remedy the default; and (ii) diligently pursues such cure to completion; provided that in no event shall a Cure Period extend more than ninety (90) days after the date of the Event of Default, unless otherwise agreed by the parties. Notwithstanding the foregoing, a Cure Period shall not be applicable to an Event of Default described in Section 10.01(b)(i).

Disbursement Request shall mean: (a) a request, together with instructions, for disbursement of funds to Developer, which request shall be substantially in the form attached hereto as Exhibit I; (b) copies of invoices to be paid (or amounts to be reimbursed to Developer) with the disbursed funds; (c) copies of inspection reports or other reports showing: (i) the total amount disbursed to date; (ii) the percentage of completion of the Project; and (iii) the anticipated cost to complete the Project; and (d) such additional information as the City reasonably requests.

Event of Default shall have the meaning set forth in Article 10.

Final Completion shall occur no later than ninety (90) days from Substantial Completion. Final Completion shall mean Substantial Completion together with completion of all punch list items and work corrections with full demobilization from the Project Site.

Final Inspection shall mean a final inspection of the Project after Substantial Completion and completion of punch list items.

Force Majeure shall mean an event or circumstance beyond the reasonable control of the claiming party with a direct impact to the Project, and not substantially caused by the other party, and includes, but is not limited to, (a) acts of God (including, but not limited to, hurricane, flood, tropical storm, windstorms, earthquakes, or other unavoidable casualty), (b) utility or energy shortages or acts or omissions of public utility providers, (c) war, terrorism, civil unrest, or riot, (d) fire, explosion, accident, or sabotage, (e) governmental restrictions, governmental regulations, governmental controls, regulations, or Laws, (f) delay in issuance of permits, (g) enemy or hostile governmental action, or civil commotion, (h) lack of adequate fuel, power, raw materials, unusual availability of materials, equipment, services, or labor, (i) facility malfunctions caused by circumstances beyond the reasonable control of the claiming party and not resulting from improper maintenance, (j) pandemics, epidemics, or direct effects thereof, (k) adverse weather conditions in excess of the ten (10)-year NOAA average for the location of the Project; provided, that, a party's failure to anticipate normal and customary delays due to weather or normal and customary delays in obtaining Required Permits shall not be deemed Force Majeure, or any other event beyond the reasonable control of the claiming party that prevents the completion, commencement of operations, or operation of the Work hereunder. Inability to pay money when due, for whatever reason, or financial insolvency or incapacity to perform, are expressly excluded from Force Majeure.

Guaranteed Maximum Price and/or **GMP** shall mean _____ Dollars (\$ _____), including, without limitation, Developer's staffing costs, overhead, soft costs, and profits for completion of the Project, and any other general conditions or general requirements and such amount may only be increased by agreement of both the City and Developer in writing and pursuant to a Change Order. The GMP is exclusive of any "**Owner's Contingency**", which Owner's Contingency shall, if used at all, be at the sole discretion of the City and be usable by the City for any additional expenditures for which the City, in its sole and absolute discretion, elects to use such funds, if any. There shall be no change to the GMP without a Change Order. The GMP is identified in Exhibit B and the GMP Clarifications & Assumptions are contained in Exhibit C. In the event of any discrepancy between the Exhibit B and Exhibit C and this definition, the definition shall control.

Inspector shall mean such party or parties designated by the City as its inspector.

Latent Defect shall mean a Material Defect that: (a) is not discovered, and reasonably is not discoverable, by the City or the Inspector during a Permitted Inspection and/or the Final Inspection; and (b) has a material and adverse effect on the use, operation, structure, or longevity of Project; and (c) is discovered within the Latent Defect Period.

Latent Defect Period shall mean, pursuant to Ind. Code § 32-30-1-5, a period of time commencing at Final Completion and ending on the date that is five (5) years thereafter; provided, however, such five (5) year period shall only apply to any Latent Defect.

Laws shall mean all applicable laws, statutes, and/or ordinances and any applicable governmental or judicial rules, regulations, guidelines, judgments, orders, and/or decrees including without limitation the City's Unified Development Ordinance, if any, any zoning regulation, the Americans with Disabilities Act, and the Act.

Material Defect shall mean any item or component of the Project that: (a) contains a material defect in workmanship or materials; (b) deviates materially from the Construction Documents; or (c) has not been performed materially in accordance with the terms and conditions of this Agreement.

Non-Compliance Notice shall mean a written notice from the City to Developer that identifies defects with respect to the Project discovered by the City or the Inspector during a Permitted Inspection and/or the Final Inspection.

Operation Period shall mean a period of one (1) day from the Substantial Completion Date.

Owner's Representative shall mean, individually or collectively, as applicable, Veridus, Group, Inc., and/or any other entity with which the City contracts to provide development and construction oversight on behalf of the City for the Police Headquarters Project.

Permitted Change shall mean any change to a portion of the Project that is approved by a Change Order.

Permitted Inspection shall mean, as applicable, an inspection by the Inspector of any item or component of the Project when deemed to be reasonably necessary or appropriate (subject to the terms of this Agreement) by the City and/or the Inspector, in either of their sole discretion.

Police Department means the Westfield Police Department.

Police Headquarters Project shall mean a state of the art Police Headquarters Project to accommodate the needs of the Police Department for decades to come with amenities including a community room, training rooms, sallyport, kennel facilities, drone deployment area, vehicle processing, evidence processing and crime lab, officer wellness spaces, such as an outdoor plaza, fitness room, quiet rooms, kitchen and break areas, patrol investigations and major case room, executive and support staff, records storage and public retrieval, officer memorial and public space, design with future expansion in mind for Police Department growth, and City IT/servers to serve

the community and the Police Department, to be located on the Project Site and to be constructed pursuant to and consistent with the Construction Documents. The Police Headquarters Project shall include approximately 56,800 square feet of space for the Police Department and 2,899 square feet of space for Westfield Information Technology.

Pre-Construction Agreements shall mean those agreements that, upon mutual agreement of the parties, shall be identified in Exhibit L.

Prime Subcontractor shall mean Skender Construction LLC.

Project shall mean the construction on the Project Site of the Police Headquarters Project as well as related facilities, infrastructure, and improvements, in accordance with the Construction Documents.

Project Costs shall mean the fees, costs, and expenses incurred in connection with the Project, including, without limitation: (a) the costs incurred in acquiring, or otherwise obtaining real estate rights with respect to, the Project Site; (b) the costs incurred in drafting and negotiating the Transaction Documents; (c) the costs incurred in connection with the Closing (to the extent that such costs are not included in clause (b) of this definition); (d) the cost to develop, design, and construct the Project in accordance with the terms and conditions of this Agreement, including all architect, engineer, and other professional fees; and (e) a reasonable and customary amount for contingencies.

Project Site shall mean property generally located at 18224 Grand Park Boulevard and 181st Street in the City and described and/or depicted on Exhibit A attached hereto and incorporated herein by reference.

Property Inspection(s) shall mean surveys, borings, tests, inspections, special inspections, material testing, examinations, studies, and investigations, including, without limitation, environmental assessments and geotechnical reviews and assessments.

Purchase Price shall mean the total amount of the Project Costs; provided, however, the Purchase Price shall not to exceed the GMP (as the same may be modified strictly in accordance with this Agreement).

Required Permits shall mean all permits, licenses, approvals, and consents required by the Laws for construction and use of the Project. The City shall assist Developer in obtaining all Required Permits.

Retainage shall be the amount, from each Disbursement Request made prior to Substantial Completion of the Work, the City shall withhold ten percent (10%) of the Disbursement Request as retainage until the Work is fifty percent (50%) complete and then not withhold any additional amounts.

Services shall mean, collectively, the development, design, and construction of the Project, and all other obligations of Developer included herein.

Substantial Completion shall mean the stage in the progress of the Work when (i) the Work or designated portion thereof is sufficiently complete in accordance with the Construction Documents so that the City can occupy or utilize the Work for its intended use, (ii) Developer delivers to the City a copy of an architect's certificate of substantial completion indicating that the Project has been completed substantially in accordance with the Construction Documents, subject only to minor punch list items that do not interfere with the City's use or operation and use thereof, and (iii) the City has received from any governmental authority having jurisdictional authority thereof all certificates of occupancy and all other permits, approvals, licenses, or other documents necessary for the beneficial occupancy of the Project.

Substantial Completion Date shall mean _____.

Temporary Right of Entry shall mean that agreement attached hereto as Exhibit M.

Transaction shall mean the public-private transaction contemplated in this Agreement.

Transaction Documents shall mean: (a) this Agreement (inclusive of all Ancillary Agreements); (b) the Temporary Right of Entry; (c) certified copies of the resolutions, ordinances, and/or approvals enacted, adopted, and/or obtained by a party authorizing the Transaction and the execution of documents necessary or reasonably appropriate to consummate the Transaction, which certification states that such resolutions, ordinances, and/or approvals remain in full force and effect without amendment; and (d) such additional resolutions, consents, authorizations, certificates, documents, instruments, and/or other evidence as either party reasonably may request in connection with the Closing.

Work shall mean the construction and services required by Construction Documents and in order to complete the Project, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by Developer to fulfill Developer's obligations; the Work may be the whole or a part of the Project.

Work Product shall mean and refer to representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by Developer's architect and the architect's consultants under their respective professional services agreements and may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

ARTICLE 2. GENERAL

2.01. **Recitals.** The representations, covenants and recitations set forth in the Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 2.01.

2.02. **Build Project.** Subject to the terms and conditions of this Agreement, Developer shall construct the Project on the Project Site. Developer shall complete the Project: (a) in a good and workmanlike manner that allows for the construction to timely proceed; (b) in accordance with the Construction Documents (as modified by any Change Orders); and (c) in compliance with all applicable Laws. Developer shall construct and design the Project in a manner to ensure that the Project is delivered for amount not in excess of the GMP. Developer shall have the right

to enter upon the Project Site to perform its obligations under this Agreement pursuant to the Temporary Right of Entry attached hereto as Exhibit M.

2.03. **Operate Project.** Subject to the terms and conditions of this Agreement, upon completion of constructing the Project, Developer shall operate (or cause to be operated by a third party) the Project for the Operation Period.

2.04. **Transfer Project.** Upon completion of the Operation Period, Developer shall transfer, and the City shall acquire the Project pursuant to the Closing for the Purchase Price (which may have been prepaid in whole or in part at such time).

ARTICLE 3. CONDITIONS TO CLOSING

3.01. **Conditions Already Satisfied.** Each party acknowledges that the following conditions to its obligation to proceed to the Closing have been satisfied or waived in writing, including, without limitation that:

a. Required Permits. To their knowledge, Developer has obtained, or Developer and the City are satisfied that Developer will be able to obtain, all Required Permits.

b. Project Site. Developer has inspected the Project Site and represents that, to Developer's knowledge, there are no conditions with respect to the Project Site that would interfere with, or prohibit, construction of the Project in accordance with the terms and conditions of this Agreement.

c. Documents. The form and substance of the Transaction Documents have been, or will be, approved by Developer and the City, each in the exercise of its reasonable discretion.

d. Resolutions. Each of Developer and the City has adopted, or will adopt, all resolutions necessary to authorize the execution of, and the performance of this Agreement and its respective obligations under the Transaction Documents, and such resolutions remain in full force and effect.

e. No Default. With respect to each party: (A) there is no continuing Event of Default by the other party; and (B) all of the representations, warranties, and covenants made in this Agreement by the other party are true and accurate in all material respects.

ARTICLE 4. CONSTRUCTION

4.01. **Permits.** Prior to commencing construction of the Project, Developer, at its cost and expense, shall obtain and submit to the City for its review the Required Permits for that portion of the Project that are obtainable by Law, and shall obtain the remainder of the Required Permits upon availability. The City shall use reasonable efforts to assist Developer in its efforts to obtain the Required Permits. Developer acknowledges that the City cannot (and does not) guarantee that it will be able to obtain the Required Permits.

4.02. **City Fee Waiver.** To the extent permitted by Laws, the City shall waive, provide credit for, or pay all City Fees related to or arising out of the City-owned (or to be owned) assets in the Project. The City shall also provide impact fee credits to the greatest extent applicable, if permitted or required by the Laws. For the avoidance of doubt, this Section 4.02 applies only to the Police Headquarters Project.

4.03. **Sales Tax.** Promptly after the execution of this Agreement, the City shall deliver to Developer 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 the Project is exempt from Indiana sales and use tax. Upon any assessment, or threatened assessment, of Indiana sales and/or use tax in connection with the purchase of any materials to construct, install, and/or complete the Project, 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 Developer reasonably may request.

4.04. **Construction and Substantial Completion Date.** Developer shall construct the Project: (i) in a good and workmanlike manner; (ii) in accordance with the Construction Documents (as modified by any Change Orders) and the terms and conditions of this Agreement; and (iii) in compliance with the Laws and the Required Permits. On or before the date that is fifteen (15) days after the Substantial Completion Date, Developer and the City shall execute a statement confirming the Substantial Completion Date, which statement shall be substantially in the form attached hereto as Exhibit N.

ARTICLE 5. WORK PRODUCT

All of the Work performed under this Agreement for the design and construction of the Project shall be considered “work for hire.” All Work Product, whether created pursuant to this Agreement shall be the unrestricted, exclusive property of the City. In the event the City uses, modifies, or provides to any third-party any Work Product without the consent and authorization of Developer, the City releases, indemnifies, and holds harmless Developer (and any officers, employees, agents, consultants, and contractors) from all Claims arising in connection therewith (except Claims arising solely from Developer’s gross negligence or criminal or willful misconduct) and uses such Work Product at its own risk. Notwithstanding the foregoing, Developer shall indemnify and hold the City harmless from the City using the Work Product as part of this Agreement with Developer and/or Prime Subcontractor. Developer shall provide to the City complete copies of any Work Product and other studies, documents, reports, or other information as the same are provided to Developer. Notwithstanding the foregoing, Developer should exercise reasonable due diligence as an experienced developer and construction professional in vetting and reviewing any third-party Work Product prior to providing the same to

the City. Developer's review should ensure such third-party Work Product achieves the contracted Work and is complete to Developer's knowledge. Developer should also advise the City concerning the Work Product and any opinions Developer has regarding the same including, but not limited to, design, cost, and schedule impacts, if applicable.

ARTICLE 6. ADDITIONAL OBLIGATIONS OF THE PARTIES/TERM

6.01. City Responsibilities. The City shall have the following obligations:

a. Owner's Rep Meetings. The City shall cause Owner's Representative to schedule and participate in Construction Meetings.

b. Ancillary Agreements. The City shall execute the Ancillary Agreements contemplated and required by this Agreement.

c. Purchase Price. The City shall pay the Purchase Price to Developer pursuant Article 9.

d. Permits. The City shall, upon properly submitted applications by Developer and subject to applicable Laws, review and issue the City's development and permit approvals necessary to complete the Project, including, whenever possible, coordinating with Developer to lower costs by issuing interim, partial, and/or conditional approvals to allow Project critical activities to occur while reserving final approval of less critical activities to the extent allowed by the Laws.

6.02. Developer Responsibilities. Developer shall have the following obligations:

a. Construction Meetings. Developer shall schedule and participate in the Construction Meetings. Any Construction Meeting(s) shall include Owner's Representative as an invited party and the City representatives, and Developer must make every reasonable effort to ensure that Owner's Representative can participate in such meeting(s) including giving sufficient advance notice and to the extent possible providing virtual options for participation in any such meeting. In the event virtual meetings are not possible, Developer shall ensure that adequate time is provided to permit Owner's Representative to make arrangements to attend said Construction Meeting(s) in person.

b. Owner's Representative Communication. Developer shall include Owner's Representative on Offeror's communications regarding construction issues. Developer shall use best faith efforts to copy Owner's Representative on all material, external, third-party communications related to the Project. Developer shall establish and use (or cause to be established and used) Procure construction management software for construction coordination and shall provide (or cause to be provided) access to the same to Owner's Representative and up to three (3) additional City-identified persons.

c. Ancillary Agreements. Developer shall execute the Ancillary Agreements contemplated and required by this Agreement.

d. Substantial Completion. Developer shall reach Substantial Completion of Project as required by the Construction Schedule (as modified by any Change Orders).

e. GMP. Developer shall deliver the Project for or under the GMP and shall not be entitled to any compensation over the GMP. The City acknowledges receipt of the executed Construction Contract prior to the execution of this Agreement.

f. Schedule. Should the Construction Schedule change or be impacted, Developer shall provide an analysis for recovery or acceleration within ten (10) days of the driving impact on the schedule. Such analysis for recovery or acceleration shall include any and all associated costs. For purposes of this section “driving impact” means the actual event/construction sequencing that is delayed per the dates noted on the Construction Schedule.

g. Contingency. The Contingency may only be used for the following purposes: (i) the cost of work required by the City for the GMP scope of work that was not included within an awarded subcontract, (ii) additional costs incurred by the Developer (and not reimbursed pursuant to a bid bond claim or otherwise) as a result of a bidder’s failure to enter into a subcontract with the Developer after having been awarded the work; (iii) additional costs incurred by the Developer, outside of awarded subcontracts, due to unanticipated market conditions and labor and material conditions that are not related to one or more Force Majeure events, (iv) recovery of the Construction Schedule so long as (a) delays are not the result of the Developer’s failure to perform and (b) Developer provides written notice to the City within forty-eight (48) hours of the use of any Contingency for such purpose with an explanation for the delay and proposed catch-up plan of action, (v) uninsured casualty losses and related expenses incurred by the Developer in connection with the Work, except and to the extent of the Developer’s improper conduct, errors, or omissions; (vi) costs arising from the default of an uncollectable subcontractor, and (vii) costs related to errors in subcontractor bids, discovered after the award of bid, and for which additional sums may be legally allocated. The Contingency may only be used if (i) the Developer submits to the City a written request for the use of the Contingency, including the specific amount requested and a justifiable basis for the use; and (ii) the City approves the request in writing prior to the use of any such Contingency, not to be unreasonably withheld, conditioned, or delayed, provided, however, that Contingency requests in individual amounts of less than \$25,000 shall be deemed approved and provided further that Contingency requests in excess of \$25,000 shall be deemed approved if the City shall not have responded to such written request in connection therewith within forty-eight (48) hours of receipt. p. Notwithstanding anything in this Agreement to the contrary, the Contingency shall not be used: (i) to cover any cost or expense caused or allowed by the Developer’s negligence, intentionally wrongful conduct, or breach of this Agreement or subcontract, (ii) to pay for any of the Developer’s responsibilities related to general conditions/construction support items not related to Force Majeure, or (iii) in a manner that is contrary to law. The Contingency shall be the maximum amount available to pay for any costs and expenses identified as an appropriate use of such Contingency. Any sums in excess of the Contingency shall be the sole responsibility of the Developer, subject to Force Majeure.

h. Monthly Pencil Meeting. A minimum of ten (10) business days prior to submitting a Disbursement Request, Developer shall hold a standing pencil requisition meeting at which Developer will submit a full “pencil draft” of each Disbursement Request to the City and walk-through said draft with Owner’s Representative and any City designated representatives. The City shall have five (5) business days to review, consider, and discuss the pencil draft with Developer. Developer shall consider the City’s revisions and concerns, and incorporate the same into its final Disbursement Request. The Disbursement Request must include all applicable unconditional lien waivers for Developer’s contractor(s) and subcontractor(s) (but not sub-subcontractors or further) through at least the month prior. The submission of the Disbursement Request shall follow the provisions in Article 9.

6.03. **Subcontractors**. The Construction Documents include a list of subcontractors which the City and Developer hereby jointly approve. In the event additional or replacement subcontractors are required, Developer shall provide the City with a list of subcontractors it intends to invite to bid on the Work and the Project, which may be different than those submitted in the PSOQ, and/or as part of the Construction Documents. The City shall then have ten (10) days from receipt of such list to (i) recommend subcontractors the City desires to also receive an invitation to bid on the Work and the Project that are not otherwise already included on the bid invitation list, and (ii) request that Developer remove a subcontractor from the bid invitation list. Developer is under no obligation to accept the City’s proposed replacement subcontractors and may reject any replacement subcontractor for any reasonable basis. Developer is obligated to not engage subcontractors reasonably rejected by the City provided that the City’s basis for rejection of such subcontractor is reasonable. Developer shall consult with the City on the final selection of any such replacement subcontractors.

6.04. **Term**. This Agreement shall take effect on the Effective Date and shall remain in effect until the earlier of (a) Closing, or (b) the termination of this Agreement as provided herein (the “**Term**”). In no event shall the initial original term of this Agreement exceed five (5) years. Notwithstanding the foregoing or anything contained herein to the contrary, any provision that by its terms specifically survives termination shall continue in full force and effect as specified.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.01. **City Representations and Warranties**. The City represents and warrants as follows:

a. Required Permits. To the City’s knowledge, Developer either (i) has obtained; or (ii) should be able to obtain, all Required Permits. Developer and the City shall work jointly on any Required Permit issues. City does not represent and warrant that Developer will obtain Required Permits outside of the City’s control.

b. Survey Conditions. To the City’s knowledge, (i) no part of the Project Site is located within: (a) a “flood hazard zone”, as shown on the applicable Federal Insurance Rate Map, or (b) a “floodway” or “flood plain”, as shown on the applicable Flood Control District Map; and (ii) the Project Site is otherwise physically acceptable for construction of the Project.

c. Environmental Condition. To the City's knowledge and except as otherwise disclosed in a Phase I Environmental Assessment obtained by the City, there (i) is no contamination or pollution of the Project Site or any groundwater thereunder by any hazardous waste, material, or substance in violation of any Laws; (ii) are no underground storage tanks located on the Project Site; and (iii) are no wetlands on the Project Site.

d. Physical Condition. To the City's knowledge, no test, inspection, examination, study, or investigation of the Project Site establishes that there are conditions that would materially interfere with the construction and use of the Project in accordance with the terms and conditions of this Agreement.

e. Zoning. To the City's knowledge, the zoning of the Project Site is proper and appropriate for construction of the Project in accordance with the terms and conditions of this Agreement. Developer and the City shall work jointly on any zoning issues.

f. Utility Availability. To the City's knowledge, gas, electricity, telephone, cable, water, storm and sanitary sewer, and other utility services are available or will or are to be installed by Developer: (i) in adjoining public rights-of-way or properly granted utility easements; and (ii) at adequate pressures, and in sufficient quantities and volumes, for the construction and use of the Project in accordance with the terms and condition of this Agreement.

g. Ancillary Agreements. The City has approved or will approve the form and substance of all Ancillary Agreements.

h. No Violation. This Agreement and compliance with the terms hereof are not in violation of any applicable Laws.

i. Purchase Proceeds. As of the Closing Date, the City, using commercially reasonable efforts, shall have: (i) taken all action necessary and prudent to procure and expend the funds necessary to satisfy the Construction Contract and accept transfer of the Project; and (ii) demonstrated that such funds shall be sufficient to pay the Purchase Price. Notwithstanding the foregoing, as of the execution of this Agreement, financing remains a condition that has not yet been satisfied, as set forth herein.

j. Authority. The City represents and warrants that: (i) the City shall not enter into any contracts or undertakings or take any action or fail to take action that would limit, conflict with, or constitute a breach of this Agreement; (ii) the City is a municipal corporation organized and existing under the Laws of the State of Indiana; (iii) subject to the necessary proceedings required by law which the City will in good faith endeavor to complete, the City has the power to: (a) enter into this Agreement, and (b) perform its obligations hereunder; (iv) the City has been duly authorized by proper action to: (a) execute and deliver this Agreement, and (b) perform its obligations hereunder; (v) this Agreement is a legal, valid, and binding obligation of the City; and (vi) neither the City nor anyone engaged on behalf of the City has engaged or dealt with any real estate broker or agent in connection with the Project, this Agreement, the transactions contemplated by this Agreement, or otherwise and no such person or entity is entitled to claim a commission

or fee in connection with the Project, this Agreement, the transactions contemplated by this Agreement, or otherwise by, through, or as a result of, the acts or omissions of the City.

7.02. **Developer Representations and Warranties.** Developer represents and warrants as follows:

a. Required Permits. To Developer's knowledge, Developer has (i) obtained; or (ii) shall be able to obtain, all Required Permits. Developer and the City shall work jointly on any Required Permit issues.

b. Survey Conditions. To Developer's knowledge, (i) no part of the Project Site is located within: (a) a "flood hazard zone", as shown on the applicable Federal Insurance Rate Map, or (b) a "floodway" or "flood plain", as shown on the applicable Flood Control District Map; and (ii) the Project Site is otherwise acceptable for construction and Developer's completion of its obligations pursuant to this Agreement.

c. Environmental Condition. To Developer's knowledge and except as otherwise disclosed in a Phase I Environmental Assessment obtained by the City, there (i) is no contamination or pollution of the Project Site or any groundwater thereunder by any hazardous waste, material, or substance in violation of any Laws; (ii) are no underground storage tanks located on the Project Site; and (iii) are no wetlands on the Project Site.

d. Physical Condition. To Developer's knowledge, no test, inspection, examination, study, or investigation of the Project Site establishes that there are conditions that would materially interfere with the construction and use of the Project in accordance with the terms and conditions of this Agreement.

e. Zoning. To Developer's knowledge, the zoning of the Project Site is proper and appropriate for construction of the Project in accordance with the terms and conditions of this Agreement. Developer and the City shall work jointly on any zoning issues.

f. Utility Availability. To Developer's knowledge, gas, electricity, telephone, cable, water, storm and sanitary sewer, and other utility services are available or are to be installed by Developer: (i) in adjoining public rights-of-way or properly granted utility easements; and (ii) serving, or will serve, the Project Site at adequate pressures, and in sufficient quantities and volumes, for the construction and use of the Project in accordance with the terms and condition of this Agreement.

g. Ancillary Agreements. Developer has approved the form and substance of all Ancillary Agreements prepared and presented to Developer to date.

h. Authority. Developer represents and warrants that: (i) Developer is an Indiana company duly existing and validly formed under the laws of the State of Indiana; (ii) Developer shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement; (iii) Developer has the authority to: (A) enter into this Agreement; and (B) perform its obligations hereunder, (iv) Developer has been duly authorized by proper action to: (A) execute and deliver this Agreement; and (B) perform its obligations hereunder; (v) this Agreement is a legal, valid, and binding

obligation of Developer; and (vi) neither Developer nor any party affiliated with Developer has engaged or dealt with any real estate broker or agent in connection with the Project or this transaction and no such person or entity is entitled to claim a commission or fee in connection with this Agreement by, through, or as a result of, the acts or omissions of Developer or any party affiliated with Developer.

i. Non-Discrimination. Developer, for itself, agrees that, during the completion of the Project, Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, sexual orientation, gender identity, ancestry, or national origin. Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Developer will state, in all solicitations or advertisements for employees placed by or on behalf of Developer, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, ancestry, or national origin. Breach of this covenant may be regarded as a material breach of this Agreement.

j. E-Verify. Pursuant to Ind. Code § 22-5-1.7 *et. seq.*, Developer covenants to enroll in and verify the work eligibility status of all of its employees and subcontractor employees using the E-Verify program, if it has not already done so as of the Effective Date. Within ten (10) days of request by the City, Developer shall execute the E-Verify Affidavit in such form as is reasonably required by the City. Developer shall annually update said E-Verify Affidavit until Closing.

k. Control. Developer is and shall be liable for ensuring that all contractors employed by or contracting with Developer to complete all or any portion the Work fully comply with the terms included herein.

l. Debarment and Suspension. Developer certifies, by entering into this Agreement, that neither it nor its principals nor Prime Subcontractor or any of the other subcontractors are, to its knowledge, presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement or the Construction Contract by any federal agency or by any department, agency, or political subdivision of the State of Indiana. The term “principal” for purposes of this subsection means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities or a person who has a critical influence on or substantive control over the operations of Developer or Prime Subcontractor. Developer shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City’s request, take all steps required by the City to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

m. Dealings with Iran. In accordance with Ind. Code § 5-22-16.5 *et. seq.* by executing this Agreement, the Developer certifies that it is not engaged in investment activities with Iran.

ARTICLE 8. CONSTRUCTION & INSPECTION

8.01. **Compliance with Construction Documents and Laws.** At all times, Developer shall complete the Project consistent with the Construction Documents (subject to Section 8.02) and the Laws, and any failure to so complete shall be deemed a violation of and a default under this Agreement.

8.02. **Change Orders.**

a. Modification. The Construction Documents may be modified only by a Change Order. Developer or the City may, without invalidating this Agreement, request, in writing, changes to the Construction Documents and/or the Construction Schedule. If circumstances warrant a Change Order in Developer's reasonable discretion, Developer shall submit a Developer-approved Change Order Request to the City for review and approval. Within ten (10) days of receipt of the Change Order Request, the City shall deliver to Developer written notice that it approves or rejects the Change Order Request; provided that: (i) the City shall not withhold, condition, or delay its approval unreasonably; and (ii) if the City rejects all or any part of the Change Order Request, then such notice shall: (A) specify the part or parts that it is rejecting; and (B) include the specific basis for such rejection. If the City rejects all or part(s) of a Change Order Request, Developer may re-submit such request after addressing the City's basis for rejection, and the foregoing procedure shall repeat until either (i) the Change Order Request is approved by the City, and (ii) Developer elects to withdraw the Change Order Request.

b. Change Order Request Approvals. If the City approves a Change Order Request, then the City and Developer shall execute a Change Order.

c. No Change Absent Change Order. Notwithstanding anything to the contrary set forth herein, no material change to the Construction Documents and/or the Construction Schedule may be permitted absent a Change Order, and no funds over the GMP may be expended without a Change Order. Changes to the Construction Documents and/or the Construction Schedule that are not identified in a Change Order shall not be deemed a Permitted Change and will not obligate the City to pay more than the GMP.

d. Construction Change Directive. The City reserves the right to issue a "**Construction Change Directive**" to Developer without knowing impacts to the GMP, the Project Cost, the Purchase Price, and/or the Construction Schedule. Upon issuance of a Construction Change Directive, Developer shall, within fifteen (15) days of receipt of such Construction Change Directive, provide written documentation substantiating any impacts to the GMP, the Project Cost, the Purchase Price, and/or the Construction Schedule (the "**Construction Change Directive Impact Report**"). The City shall, within ten (10) days of receipt of the Construction Change Directive Impact Report, notify Developer, in writing, whether it either (i) agrees to proceed with the Construction Change Directive, or (ii) withdraws the Construction Change Directive. If the City elects to accept the Construction Change Directive, the City and Developer shall execute a Change Order documenting the same.

8.03. **City Change Order Approval and or Agreement Reviews are not a Substitute for Permits.** Developer acknowledges that any reviews or approvals obtained pursuant to this

Agreement (e.g., approval of Change Orders, approval of the GMP, approval of the Construction Documents, etc.) are in addition to, and not in lieu of, any plan review or Required Permits required under applicable Laws for the completion of the Project hereunder. The City's approval of any document presented to it as part of the Change Order process or as part of this Agreement shall not negate or impact Developer's obligation to complete applicable review processes, obtain all applicable Required Permits, complete all applicable reviews and inspections, and otherwise continuously maintain compliance with the City ordinances, including, without limitation, its Unified Development Ordinance, as amended.

8.04. Permitted Inspection. At any time during performance of the Work, the City's officials may perform a Permitted Inspection at all reasonable times during normal business hours and in compliance with all site safety rules and regulations. After a Permitted Inspection, the City may deliver to Developer a Non-Compliance Notice. If the City delivers a Non-Compliance Notice, then Developer shall correct, or cause to be corrected, as soon as is practicable, all Material Defects identified in the Non-Compliance Notice. Notwithstanding the foregoing, Developer retains the right to contest the claim of a Material Defect, and the City and Developer shall work in good faith to resolve the dispute until resolution is reached.

8.05. Final Inspection. Within ninety (90) days after Substantial Completion, the City shall: (i) conduct the Final Inspection; and (ii) deliver a Non-Compliance Notice (if applicable) to Developer. Upon receipt of a Non-Compliance Notice, Developer shall correct or cause to be corrected, as soon as is practicable, all Material Defects identified in the Non-Compliance Notice. All then-completed items or components of the Project with respect to which no Material Defects or punch list items are identified in a timely Non-Compliance Notice shall be deemed to be accepted by the City, subject to any later discovery of Latent Defects. All Material Defects and punch list items shall be promptly completed; and, upon correction of all Material Defects and completion of punch list items identified in the Non-Compliance Notice, the applicable Work shall be deemed completed (subject to Section 8.08). Notwithstanding the foregoing, Developer retains the right to contest the claim of a Material Defect, and the City and Developer shall work in good faith to resolve the dispute until resolution is reached.

8.06. Cure of Defects. Upon receipt of a Non-Compliance Notice, subject to Developer's right to contest the claim of a Material Defect by the City, the City and Developer shall agree within twenty (20) days when and how Developer shall remedy the Material Defect or Latent Defect that is the subject of the Non-Compliance Notice in such manner and at such times as to minimize disruption (to the extent commercially reasonable) to the operation of the Project.

8.07. Failure to Cure. If Developer fails to cure any item in a Non-Compliance Notice or any Latent Defect identified in writing by the City or architects, in each case, within the time frame agreed upon between the City and Developer pursuant to Section 8.06, then the City, in addition to any other right or remedy provided herein, shall be entitled to (a) a credit to the Purchase Price in an amount not less than the City's actual cost to cure any such item, if prior to Closing; or (b) payment, if occurring after Closing in the amount of Five Thousand and No/100 Dollars (\$1,000.00) per day from Developer for each day after the expiration of such agreed-upon period that any defective items in any (i) Non-Compliance Notice repair remains incomplete; or (ii) any Latent Defect repair remains incomplete. Notwithstanding the foregoing, the parties expressly acknowledge and agree that Developer may petition the City for an alternative resolution

for items subject to cure or for Latent Defects, and the City, in its sole but reasonable discretion, shall determine whether such an alternative resolution is acceptable.

8.08. Latent Defects. Notwithstanding anything to the contrary set forth herein, no acceptance, or deemed acceptance, by the City pursuant to this Article 8 shall be applicable with respect to any Latent Defects. Upon discovery of any Latent Defects, the City shall promptly provide a Non-Compliance Notice thereof to Developer that shall trigger the cure procedure set forth in Section 8.06 and Section 8.07. Developer shall be responsible for all costs incurred in correcting or remedying Latent Defects of which it receives notice within the Latent Defect Period. This Section 8.08 (and its triggering of Section 8.06 and Section 8.07) shall all survive termination of this Agreement.

8.09. General; Testing. In the case of a Permitted Inspection or the Final Inspection, the parties shall: (a) comply with all Laws that have been established for personnel present on the Project Site; and (b) coordinate the inspections so that the inspections do not interfere with the completion of the Project. The City and Developer each shall have the right to accompany, and/or have its designated representative accompany, the inspecting party during any Permitted Inspection and/or the Final Inspection. Notwithstanding anything to the contrary set forth herein, to the extent the City, in the exercise of its reasonable discretion, requires any sampling or testing (e.g., concrete testing) as part of a Permitted Inspection and/or the Final Inspection, the deadline for the City's issuance of a Non-Compliance Notice shall be deemed extended to five (5) days following the City's receipt of a complete and final set of such test or sample results.

8.10. No Waiver of Police Power. 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 Laws; and nothing set forth herein shall be deemed to waive any authority, right, remedy, or power vested in any of the City under applicable Laws.

8.11. Public-Private Statute. This Agreement is intended to be a "public-private agreement" authorized by Ind. Code § 5-23. 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".

8.12. Insurance Requirements. Developer shall purchase and maintain insurance of the types and limits of liability, containing the endorsements and subject to the terms and conditions, as described in Exhibit H or elsewhere in this Agreement for not less than limits of liability specified herein or required by Laws, whichever coverage is greater, and shall include coverage for Developer's indemnification obligations contained in this Agreement. Developer shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. Developer shall maintain the required insurance for one (1) year after Closing or until the expiration of the period for correction of Work, whichever is longer (the "**Insurance Period**"). Each such policy shall provide that it shall not be modified or canceled without prior written notice to the City at least thirty (30) days in advance. All policies EXCEPT worker's compensation and professional liability or errors and omission coverage required by this Section shall name the City as an additional insured. Developer shall deliver to the City certificates of insurance for the

policies required by this Section, executed by the insurance company or the general agency writing such policies prior to execution of this Agreement, and, in no event, less than five (5) days after the Effective Date. Developer shall hold (or cause to be held) a policy of Builder's Risk Insurance (with a rider for Installation Floaters Insurance) until Final Completion. From and after the Closing, Developer shall have no obligation to maintain any policies of insurance with respect to the Project other than as specified in this Agreement. In the event of a loss during the Insurance Period, Developer is responsible, in full, for the applicable deductibles. In the event a loss is below the deductible, Developer is responsible for the costs to remedy the damage to include any recovery to the Construction Schedule.

8.13. **Waiver of Subrogation.** The City and Developer waive all rights against each other and any of their subcontractors, agents, and employees, and any of their subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. Developer shall require similar written waivers in favor of the individuals and entities identified above from the Project architects, consultants, and subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

8.14. **Bond Requirements.** Developer shall furnish (or cause to be furnished) a performance bond with penal sum equal to fifty percent (50%) of the GMP (the "**Performance Bond**") and a separate payment bond with a penal sum equal to one hundred percent (100%) of the GMP (the "**Payment Bond**") and as further required herein. Developer and City hereby acknowledge that the Performance Bond and the Payment Bond shall be (i) provided by Prime Subcontractor, and (ii) dual obligee bonds naming Developer and City. The Performance Bond and the Payment Bond shall cover the faithful performance of this Agreement and payment of obligations arising thereunder as stipulated herein on the Effective Date as required by applicable Laws. The Performance Bond and the Payment Bond shall be AIA Document A312, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312, current as of the Effective Date. The costs of all bonds are included in the GMP. The Performance Bond and the Payment Bond shall meet all statutory requirements of the State of Indiana. The Performance Bond and the Payment Bond shall be executed by a responsible surety licensed in the State of Indiana and approved by the City, and shall remain in effect for a period not less than one (1) year following the Substantial Completion Date or Developer's warranty period, whichever time period is longer. Developer shall require the attorney-in-fact who executes the Performance Bond and the Payment Bond on behalf of the surety to affix thereto a certified and current copy of his or her power-of-attorney indicating the monetary limit of such power. The Performance Bond and the Payment Bond must display the surety's bond number. A rider including the following provisions shall be attached to the Performance Bond and the Payment Bond: (i) Developer shall keep the surety informed of the progress of, and changes in, the Work, requests for reduction or release of retainage, and for the final Disbursement Request; (ii) the surety shall agree that it consents to and waives notice of any addition, alteration, omission,

change, or other modification of the Construction Documents; (iii) any addition, alteration, change, extension of time, or other modification of the Construction Documents, or a forbearance on the part of either the City or Developer to the other, shall not release the surety of its obligations, and notice to the surety of such matters is hereby waived; and (iv) the surety shall agree that it is obligated under the Performance Bond and the Payment Bond to any successor, grantee, or assignee of the City. Upon the request of any person or entity appearing to be a potential beneficiary of the Performance Bond and the Payment Bond covering payment of obligations arising under this Agreement, Developer shall promptly furnish a copy of the Performance Bond and the Payment Bond or shall authorize a copy to be furnished.

8.15. Furnishings and Interior Design Decisions. The GMP includes an allowance for furnishings and interior design aesthetics for the Project. Prior to procurement of any interior finishings or furnishings, such materials must be first approved by the City. For the purposes of this Agreement, the City designates the Mayor, the Deputy Mayor, and/or the Chief of the Police Department or his designee, operating individually or collectively, to provide final approval of any furnishings and/or finishings. In the event a choice impacts the GMP, the City shall be made aware of that choice and afforded an opportunity to amend its selection prior to the material being purchased. If the City is not first made aware of the increase to the GMP as a result of the selection, then Developer may not bill the City for the amount over the GMP caused by the selection.

8.16. Furniture, Fixtures, and Equipment. The City and Developer hereby agree and acknowledge that certain furniture, fixtures, and equipment is included in the GMP, the scope of which is reflected by the items designated by “CFCI” Responsibility on the attached FF&E Responsibility Matrix attached hereto as Exhibit O and incorporated herein by reference.

8.17. Review of Plans. The City (including its consultants, agents, employees, or designees) has the right, at any time, to review the Construction Drawings and Construction Specifications and reserves the right to request revisions to the Construction Drawings and Construction Specifications. To the extent such revisions may have a cost or schedule impact, such revision shall be made via a Change Order.

ARTICLE 9. CONSTRUCTION DISBURSEMENTS, CLOSING AND CITY’S RESERVED RIGHTS

9.01. Construction Disbursements.

a. Schedule of Values. Developer shall submit a schedule of values to be reviewed and approved before its first Disbursement Request, allocating the entire GMP to the various portions of the Work. The schedule of values shall be prepared in the form and supported by the data to substantiate its accuracy reasonably required by the City. The schedule of values shall be the basis for reviewing the Disbursement Requests. This includes soft costs and hard costs as well as breakdown of the statement of values of the subcontractors. Payment will only be for work in place or securely stored at the Project Site or other location approved by the City in writing. Retainage shall be held pursuant the definition thereof.

b. Disbursement. Based upon Disbursement Request(s) submitted by Developer, the City shall make payments on account of the GMP to Developer as provided herein. The period covered by each Disbursement Request shall be one (1) calendar month ending on the last day of the prior month. The City shall have up to fifteen (15) days to review, consider, and discuss each Disbursement Request with Developer; provided, however, within forty-five (45) days after receipt of a Disbursement Request, the City shall disburse any undisputed amounts reflected in the Disbursement Request (less Retainage) to Developer; provided that, as required pursuant to Ind. Code § 5-23-3-2(a)(8), payments made to contractors and subcontractors shall comply with the payment provisions of Ind. Code § 36-1-12. The amount of funds disbursed pursuant to a Disbursement Request shall be applied against (reduce the outstanding amount of) the Purchase Price on a dollar-for-dollar basis. Under no circumstances will the City be responsible for Project Costs that exceed the GMP (as the GMP may be modified by a Change Order).

c. Disbursement Requests. No later than the 29th day of each calendar month, Developer shall submit a Disbursement Request prepared in accordance with the schedule of values, for completed portions of the Work. The request shall (i) be notarized; (ii) be supported by all data substantiating Developer's right to payment that the City reasonably requires; and (iii) reflect Retainage. Disbursement Requests shall be clearly itemized and include a notarized AIA Document G702, Application and Certificate for Payment, supported by AIA G703, Continuation Sheet. Disbursement Requests shall detail the value of the various materials installed and/or delivered and the value of the various types of labor performed during the period of time since the previous disbursement request. Developer shall attach to each Disbursement Request a statement certifying that all payments made and due design professionals, contractors, or suppliers from previously-issued Disbursement Requests have been paid. The requests shall request disbursement for all Work completed during that draw period and for all materials securely stored at the Project Site or other location approved by the City in writing. Should the City determine that Developer has requested an excessive disbursement, the Disbursement Request will be returned to Developer indicating the corrections necessary for approval. Any Disbursement Request that does not comply with the terms of this Section will be rejected by the City. Developer shall have the right to correct and/or modify any Disbursement Request rejected in whole or in part, in which case, the foregoing procedure shall be repeated until the City has approved the Disbursement Request.

(i) Developer warrants that title to all Work covered by a Disbursement Request will pass to the City no later than the time of payment. Developer further warrants that, upon submittal of a Disbursement Request, all Work for which payments received from the City shall be free and clear of liens, claims, security interests, or encumbrances, in favor of Developer, design professionals, contractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work (subject to Developer's right to contest in good faith as permitted by this Agreement). All Work covered by a Disbursement Request shall become the sole property of the City. However, this Subsection shall not be construed as relieving Developer from the sole responsibility and expense for the care and protection of materials and the Work upon which payments have been made or the restoration of any stolen, destroyed, or damaged Work (other

than materials and work stolen, destroyed, or damaged by the City or its officials, employees, agents, consultants, and contractors, but not including Developer, Prime Subcontractor, and/or their subcontractors), or as a waiver of the right of the City to require the fulfillment of all of the terms of the Construction Documents.

(ii) Each Disbursement Request shall be accompanied by the following, all in form and substance reasonably satisfactory to the City: (1) a current Developer's waiver and duly executed and acknowledged sworn statement showing all design professionals, contractors, and suppliers with whom Developer has entered into contracts, the amount of each such contract, the amount requested for any design professional, contractor, and material supplier in the requested Disbursement Request, and the amount to be paid to the design professional, contractor, or supplier from such progress disbursement; (2) duly executed waivers of lien from all design professionals, contractors, subcontractors, and suppliers, establishing payment or satisfaction of payment of all amounts requested by Developer on behalf of such entities or persons in any previous Disbursement Request; and (3) all information and materials required to comply with the requirements of the Construction Documents or reasonably requested by the City.

(iii) Disbursement payments shall be made on account of materials and equipment in place or securely stored at the Project Site or other location approved by the City in writing for subsequent incorporation in the Work. If approved in advance by the City (which approval shall not be unreasonably withheld, conditioned, or delayed), payment may similarly be made for materials and equipment suitably stored off the Project Site at a location agreed upon in writing. Payment for materials and equipment stored on or off the Project Site shall be conditioned upon compliance by Developer with procedures satisfactory to the City to establish the City's title to such materials and equipment or otherwise protect the City's interest, and shall include the costs of applicable insurance, storage, and transportation to the Project Site, for such materials and equipment stored off the Project Site. Developer shall provide the City with written proof, reasonably satisfactory to the City, that title to the materials and equipment stored off Project Site are vested in the City, that the materials are properly labeled as belonging to the Project, and the materials are segregated from other materials at the storage location.

(iv) The City shall make payments to Developer on the basis of Disbursement Requests approved by the City, but only if Developer shall have submitted its Disbursement Request as required herein. Failure to make timely and proper disbursement request may result in a delay in payment.

(v) Developer's final Disbursement Request shall contain evidence satisfactory to the City that all payrolls, material bills, and other indebtedness connected with the Work have been paid.

d. Progress Disbursement Requests. Developer shall pay each design professional, contractor or supplier, no later than seven (7) days after receipt of payment

from the City, the amount to which the design professional, contractor, or supplier is entitled, reflecting percentages actually retained from payments to Developer on account of the design professional's, contractor's, or supplier's portion of the Work. Developer shall, by appropriate agreement with each design professional, contractor, or supplier require each to make payments to lower tier entities in a similar manner.

(i) Provided the City has fulfilled its payment obligations, Developer shall defend and indemnify the City from all loss, liability, damage, or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any design professional, contractor, or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the City shall notify Developer. If approved by the applicable court, when required, Developer may substitute a surety bond for the property against which the lien or other claim for payment has been asserted or otherwise contest the lien or claim in good faith in accordance with the Law.

(ii) In the event the City, consistent with its rights under this Agreement, withholds any payment, partial or final, from Developer, the City may, but shall not be obligated or required to, make direct or joint payment on behalf of Developer of any part or all of such sums due and owing to design professionals, contractors, and/or suppliers, not to exceed the GMP remaining due and owing to Developer, and charging all such direct or joint payments against the GMP. Before making any such direct or joint payments, the City first shall give Developer ten (10) days' prior written notice stating the City's intention to make such payment and setting forth the names of the design professionals, contractors, and/or suppliers which the City intends to pay directly or jointly, the amounts to be paid to them, and the reason therefor. If Developer does not pay or otherwise satisfy such bills, statements, and/or claims of the parties so identified within ten (10) days after receipt of such notice or give the City satisfactory assurances that the same will be paid or otherwise satisfied, the City may proceed with such payments. Nothing contained in this Subsection shall create any personal liability on the part of the City to any design professional, contractor, or supplier, or create any direct contractual relationship between the City and them.

e. Final Completion and Final Disbursement. Upon receipt of Developer's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Disbursement Request, the City will promptly make such inspection and, when the City finds the Work has been completed in substantial accordance with the Construction Documents, the entire balance due Developer and noted in the final Disbursement Request shall be payable. All warranties and guarantees required under or pursuant to the Construction Documents shall be assembled and delivered by Developer to the City as part of the final Disbursement Request. The final Disbursement Request will not be issued by the City until all warranties and guarantees have been received, transferred/assigned to, and accepted by the City, which acceptable shall not be unreasonably withheld, conditioned, or delayed.

(i) Final payment shall not become due until Developer has delivered to the City a complete conditional release of all liens arising out of this Agreement or receipts in full covering all labor, materials, and equipment for which a lien could be filed, or a bond satisfactory to the City to indemnify the City against such lien. If such lien remains unsatisfied after payments are made, Developer shall refund to the City all money that the City may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

(ii) Acceptance of the final disbursement by Developer, a design professional, contractor, or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Disbursement Request.

f. Final Statement. After the City has paid all applicable Project Costs to Developer pursuant to valid Disbursement Request(s), Developer shall deliver to the City a statement certifying that all of the Project Costs have been determined and paid; provided, that, if there are outstanding claims for payment that remain subject to dispute, then Developer shall certify as to the amount sufficient to pay all such claims. At such time (or, if applicable, after all outstanding claims are resolved and any amounts due in connection therewith are paid), the outstanding amount of the Purchase Price shall be deemed to have been reduced to \$0.00.

g. Records. Developer shall keep and maintain, in accordance with generally accepted accounting principles consistently applied, true, correct, accurate, and complete books and records pertaining to the Project Costs. The City, at all reasonable times and following reasonable notice, shall have: (i) free access to, and rights of inspection of, such books and records during normal business hours at the office of Developer; and (ii) the right to audit, make extracts from, and receive from Developer accurate copies of, the books and records. All records pertaining to the Project Costs, as well as all warranties and operating manuals, shall be uploaded by Developer on Procore and organized accordingly by discipline. If requested by the City, Developer shall further record training sessions and upload the training videos and materials to Procore for future operating reference. In addition, on or before Substantial Completion, Developer shall provide to the City a final link or USB of all documents and records pertaining to the Project in a format reasonably required by the City.

9.02. **Purchase and Closing**. Developer shall operate the Project for the Operation Period, and thereafter Developer shall transfer, and the City shall acquire, the Project at the Closing. The Closing shall occur at such time as mutually agreed by the parties, but in no event later one (1) day after the expiration of the Operation Period; provided, however, notwithstanding such Closing, Developer shall be liable for (a) completing all punch list items, (b) reaching Final Completion within ninety (90) days' of Substantial Completion, and (c) maintaining (or causing to be maintained) Builder's Risk Insurance through Final Completion.

9.03. **Termination for Convenience**. The City may, at any time, terminate this Agreement for the City's convenience and without cause upon not less than thirty (30) days' prior

written notice to Developer. Upon receipt of written notice from the City of such termination for the City's convenience, Developer shall, unless the notice otherwise directs:

- a. Immediately discontinue the Work and the placing of all purchase orders and subcontracts in connection with this Agreement;
- b. Immediately cancel all of the existing purchase orders and subcontracts made hereunder, in which case the City shall be responsible for any and all charges, costs, and expenses related to such cancellations;
- c. Immediately transfer to the City all materials, supplies, work-in-progress, appliances, facilities, machinery, and tools acquired by Developer in connection with the performance of this Agreement, and take such action as may be necessary or as the City may direct for protection and preservation of the Work relating to this Agreement;
- d. Deliver all plans, drawings, specifications, and other necessary information for the Work and the Project to the City; and
- e. Take all other actions necessary for the protection and preservation of the Work, or any other actions that the City may reasonably request.

Upon such termination, Developer shall recover, as its sole remedy, payment for Work properly performed, as determined in the City's sole discretion, prior to the effective date of termination and for items properly and timely fabricated off the Project Site, delivered and/or stored in accordance with the City's instructions. Developer hereby waives and forfeits all other claims for payment and damages, including, without limitation, anticipated profits. The City shall be credited for (i) payments previously made to Developer, (ii) claims that the City has against Developer under this Agreement, and (iii) the value of the materials, supplies, equipment, or other items that are to be disposed of by Developer that are part of the GMP.

All obligations of Developer under this Agreement with respect to completed Work, including, but not limited to, all warranties, guarantees, and indemnities, shall apply to all Work completed or substantially completed by Developer prior to a convenience termination by the City. Notwithstanding the preceding, any convenience termination by the City or payments to Developer shall be without prejudice to any claims or legal remedies that the City may have against Developer for any cause.

9.04. Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance, unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. The City agrees that it will reasonably attempt to obtain sufficient funds, including, but not limited to, closing on Bonds and requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

ARTICLE 10. DEFAULT

10.01. **Event of Default.** It shall be an “**Event of Default**” by a party if:

a. Such party fails to perform or observe any term or condition of this Agreement that is required to be performed or observed by it: (i) with respect to the obligation to pay money, if such failure is not remedied within sixty (60) days after such payment is due; and (ii) with respect to any other obligation, if such failure is not cured after the applicable Cure Period, if any;

b. Developer (i) engages in gross misconduct (notwithstanding whether such conduct concerns the subject of this Agreement or Developer’s contractual relationship with the City); or (ii) it becomes generally known that Developer is insolvent, plans to make a general assignment for the benefit of creditors, is expected to file a voluntary petition of bankruptcy, suffers or permits the appointment of the receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, dissolved or liquidated, voluntarily or otherwise;

c. A City official engages in gross misconduct concerning the subject of this Agreement or Developer’s contractual relationship with the City;

d. The City fails to timely pay the expenses as required by this Agreement; or

e. Developer fails to maintain the requisite professional licenses and approvals to cause completion of the Project.

10.02. **General Remedies.** Whenever an Event of Default occurs, the non-defaulting party may take whatever actions at Law or in equity as are necessary or appropriate to: (a) collect any payments due under this Agreement; (b) protect the rights granted to the non-defaulting party under this Agreement; (c) enforce the performance or observance by the defaulting party of any term or condition of this Agreement (including, without limitation, the right to specifically enforce any such term or condition); or (d) 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. If the non-defaulting party incurs any direct costs or expenses in connection with exercising its rights and remedies under, or enforcing, this Agreement, then the defaulting party shall reimburse the non-defaulting party for such reasonable and direct costs and expenses together with interest at the rate of the lesser of eight percent (8%) per annum or the maximum amount allowable per the Laws. Notwithstanding anything to the contrary set forth herein, an Event of Default described in Section 10.01(b) or Section 10.01(c), shall subject this Agreement to immediate termination in the sole discretion of the City, a Cure Period shall not apply, and the City as its sole and exclusive liability, shall be liable only for paying for Work performed hereunder prior to any such Event of Default.

10.03. **No Exclusive Remedy; Limitation.**

a. 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.

b. No delay or omission by a non-defaulting party in exercising 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.

c. To entitle a non-defaulting party to exercise any of its rights or remedies, it shall not be necessary for the non-defaulting party to give notice to the defaulting party, other than such notice as may be required by this Agreement or by the Laws.

d. In no event shall either party be liable to the other for punitive or consequential damages as a consequence of an Event of Default by such defaulting party or otherwise.

e. At no time, and under no circumstances, shall Developer be entitled to any damages other than a claim for payment of services rendered in accordance with the terms of the Agreement and which shall not exceed the portion of the GMP for services rendered at the time of the claim. For the avoidance of doubt, the foregoing shall not apply to a termination of this Agreement by the City for convenience.

10.04. **Injunctive Remedies.** If a party engages in an Event of Default, the non-defaulting party shall be entitled to seek specific performance or injunctive relief and, in each instance, the defaulting party hereby waives any claim or defense that the non-defaulting party has an adequate remedy at law.

10.05. **No Limitation.** Notwithstanding anything to the contrary set forth herein, the rights and remedies set forth in this Article 10 are not exclusive and 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.

10.06. **Termination/Costs.** In the event of the termination of this Agreement by the City on or before Closing, the City shall compensate Developer for Work accepted prior to any Event of Default or termination, Developer shall transfer pursuant to a bill of sale (substantially similar to the Bill of Sale) those portions of the Project for which it has been compensated, and the City shall have no further liability to Developer, except for claims timely and properly made in accordance herewith and unresolved at the time of compensation as set forth hereunder.

ARTICLE 11. Timing

11.01. **Time is of the essence in this Agreement.** Subject to Force Majeure, if, after commencement of the Work, Developer falls thirty (30) or more days behind the applicable dates set forth in the Construction Schedule (a “**Material Delay**”), then:

a. Recovery Plan. The City, by delivery of written notice to Developer, may require Developer to submit, within ten (10) days of Developer’s receipt of such notice from the City, a “**Recovery Plan**” to maintain, reduce, and/or eliminate any Material Delay

for the City's approval, which approval shall not be withheld, conditioned, or delayed unreasonably. At such time as the City has approved a Recovery Plan, Developer shall implement and diligently pursue the application of such Recovery Plan.

b. Failure to Submit a Recovery Plan. If Developer: (i) fails to timely submit a Recovery Plan; (ii) submits a Recovery Plan that is rejected by the City; (iii) fails to implement an approved Recovery Plan; (iv) implements an approved Recovery Plan, but fails to diligently pursue the application thereof; or (v) implements an approved Recovery Plan and diligently pursues the application thereof, but, after completing all of the terms and conditions of the Recovery Plan, again falls thirty (30) or more days behind the applicable dates set forth in the Construction Schedule, then the City may develop a reasonable Recovery Plan and require Developer to implement, and diligently pursue, the application of such Recovery Plan; provided that, if the City develops its own Recovery Plan, then Developer shall be obligated to pay to the City (or to reimburse the City for) all costs of completing the Work that are in excess of the GMP. Notwithstanding the foregoing, if the City rejects a Recovery Plan, the City shall: (i) specify the part or parts that the City is rejecting; and (ii) include the specific basis for such rejection; then Developer shall revise and resubmit the Recovery Plan to the City within ten (10) days of such notice, and the Parties shall work together and continue the foregoing process in good faith to develop a reasonable Recovery Plan.

c. Implementation of Recovery Plan. Developer shall be responsible for all costs and expenses to prepare and implement a Recovery Plan (including the reasonable costs and expenses incurred by the City pursuant to this Section 11.01). Developer's liability for such costs and expenses shall survive termination of this Agreement. No delay or failure by the City to enforce any of the covenants, conditions, reservations, and rights or to invoke any available remedy with respect to an Event of Default by Developer shall under any circumstances be deemed or held to be a waiver by the City of the right to do so thereafter, or an estoppel of the City to assert any right available to it upon the occurrence, recurrence, or continuation of any violation or violations hereunder.

ARTICLE 12. INDEMNIFICATION

12.01. Indemnification.

a. Developer shall indemnify, defend, and hold harmless the City from and against any and all Claims arising from or connected with: (A) breaches by Developer under contracts to which Developer is a party (except for this Agreement), to the extent that such contracts relate to the performance of any Work on the Project Site by Developer or any party acting by, under, through, or on behalf of Developer; (B) 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 Developer or any party acting by, under, through, or on behalf of Developer; (C) the negligence or willful misconduct of Developer or any party acting by, under, through, or on behalf of Developer; (D) Developer suffering or causing the filing of any mechanic's or materialmen's lien against the Project Site, the Project, or any adjacent property owned by the City not caused by a failure of the City to timely pay the Purchase Price or any Disbursement Request; or (E) the breach by Developer of any

term or condition of this Agreement or any Ancillary Agreement. Notwithstanding the foregoing and as permitted by the Laws, the City and any party acting by, under, through, or on behalf of the City shall be financially responsible for its own bad faith, fraud, gross negligence, or willful misconduct, and in no event shall Developer indemnify the City for any Claim arising in connection therewith. Notwithstanding anything to the contrary set forth herein, Developer's obligations under this Section 12.01(a) shall survive the termination of this Agreement.

b. The City shall, to the extent permitted by law, indemnify, defend, and hold harmless Developer from and against any and all Claims arising from or connected with: (A) breaches by the City under contracts to which the City is a party (except for this Agreement) to the extent that such contracts relate to the performance of any Work on the Project Site by the City, the Bonds, or any party acting by, under, through, or on behalf of the City; (B) injury to, or death of, persons or loss of, or damage to, property, suffered in connection with unauthorized access to Project Site by the City or any party acting by, under, through, or on behalf of the City; (C) the negligence or willful misconduct of the City or any party acting by, under, through, or on behalf of the City; (D) the City suffering or causing the filing of any mechanic's or materialmen's lien against the Project Site, the Project, or any adjacent property owned by Developer caused by a failure of the City to timely pay the Purchase Price or any Disbursement Request; or (E) the breach by the City of any term or condition of this Agreement or any Ancillary Agreement. Notwithstanding the foregoing, Developer and any party acting by, under, through, or on behalf of Developer shall be financially responsible for its own bad faith, fraud, gross negligence, or willful misconduct, and in no event shall the City indemnify Developer for any Claim arising in connection therewith. Notwithstanding anything to the contrary set forth herein, the City's obligations under this Section 12.01(b) shall survive the termination of this Agreement. The City's obligations hereunder shall be limited by applicable state and federal statutes and constitutional provisions protecting the exposure and liability of the City (including but not limited to the terms of Indiana's Tort Claims Act), so that the City's obligations to indemnify, defend, and hold harmless hereunder shall not exceed what might have been the City's liability to a claimant had the City been sued directly by the claimant and all appropriate defenses had been raised by the City.

12.02. **No Liens.** No mechanics' liens are valid as the Project is held for public use. If any mechanic's, supplier's, or similar lien is filed against all or any portion of the Project Site for work claimed to have been done for, or materials claimed to have been furnished to, the City or Developer, then Developer shall cause such mechanic's, supplier's, or similar lien to be discharged of record within sixty (60) days after notice of the filing by bonding or providing other adequate security therefor, or as provided or required by the Laws. Developer shall indemnify, defend, and hold the City harmless against any mechanics' liens, claim of lien (including claims filed pursuant to Ind. Code §32-28-3-9), claim of liability, loss, personal injury, property damage, expenses, claims, or liens (including, without limitation, mechanics' liens) or claims to any applicable retainage in connection with the Project. If Developer refuses a demand for a defense and indemnification, Developer shall reimburse the City for all damages incurred as a result of any such lien or claim. If Developer disputes a lien or claim, Developer shall have the right to contest such claim or lien but such right shall not in any way abridge, modify, or nullify Developer's obligations to the City under this Section. Assuming the City is current in its

payments to Developer, yet Developer fails to promptly pay or discharge such lien or notice, the City shall have the right to retain an additional amount from any payment then or thereafter due Developer sufficient to satisfy and defend such lien or notice, including all reasonable attorneys' fees and expenses, and the Purchase Price shall be reduced by such amount. If the remaining portion of the Purchase Price not yet paid to Developer is insufficient to satisfy and defend such lien or notice, Developer shall be liable for and shall immediately reimburse the City for such amounts, including all attorneys' fees and expenses.

ARTICLE 13. GENERAL TERMS

13.01. **Notice.** Any notice required or permitted to be given by any Party to this Agreement shall be in writing, and shall be given (and deemed to have been given) when: (a) delivered in person to the other Party; (b) three (3) days after being sent by U.S. Certified Mail, Return Receipt Requested; or (c) the following business day after being sent by national overnight delivery service, with confirmation of receipt, addressed as follows:

to the City at: The City of Westfield, 2728 East 171st Street, Westfield, Indiana 46074, Attn: Scott Willis, Mayor;

with copies to: Kaitlin Glazier, Chief of Legal, The City of Westfield, 2728 East 171st Street, Westfield, Indiana 46074, and Kaitlin Glazier (via email) at kglazier@westfield.in.gov;

with email copies to: Marc Griffith, Veridus Group, mgriffith@theveridusgroup.com;

to Developer at: Garmong BOT Development 2, LLC, 5988 Michigan Road, Indianapolis, Indiana 46228, Attn: Mitch Hannum, and mihannum@garmong.net;

with copies to: _____, and _____ .com.

Either Party may change its address for notice from time to time by delivering written notice to the other Party as provided above. Notice may also be given via electronic mail (i.e., e-mail), as well as by either party's legal counsel, provided that receipt of same is acknowledged.

13.02. **Authority.** Each undersigned person executing this Agreement on behalf of the City and Developer represents and certifies that: (a) he or she has been empowered and authorized by all necessary action of the City and Developer, respectively, to execute and deliver this Agreement; (b) he or she has full capacity, power, and authority to enter into and carry out this Agreement; and (c) the execution, delivery, and performance of this Agreement duly have been authorized by the City and Developer, respectively.

13.03. **Force Majeure.** Notwithstanding anything to the contrary set forth herein, if either party is delayed in, or prevented from, observing or performing any of its obligations 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 thereof to the other party as soon as reasonably practical; (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.

13.04. **Assignment.** No party hereto shall assign this Agreement without the prior written approval of the other party; provided that: (a) without the prior written approval of Developer, the City may assign this Agreement to another agency or instrumentality of the City that legally is able to perform the respective obligations hereunder; and (b) without the prior written approval of the City, Developer may assign this Agreement to any entity in which Developer maintains a controlling interest. Notwithstanding any assignment permitted under this Subsection, the City or Developer, as the case may be, shall remain liable to perform all of the terms and conditions to be performed by it under this Agreement, and the approval by the other party of any assignment shall not release the City or Developer, as the case may be, from such performance.

13.05. **Consent.** With regard to all matters in this Agreement requiring the consent or approval of a party, the parties agree that any such consent or approval shall not be unreasonably withheld, conditioned, or delayed, unless otherwise specifically provided in this Agreement.

13.06. **Merger.** All prior agreements, understandings, and commitments between the parties regarding the Project are hereby superseded, terminated, and merged herein, and shall be of no further force or effect; provided, however, the parties acknowledge and agree that this Agreement shall remain in full force and effect and shall terminate pursuant to its terms.

13.07. **Negotiation.** Except as otherwise provided herein, each party shall bear its own costs in connection with negotiation and performance of this Agreement.

13.08. **Miscellaneous.** Subject to Section 13.04, this Agreement shall inure to the benefit of, and be binding upon, the City and Developer, and their respective successors and assigns.

13.09. **Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana. EACH PARTY WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW: (A) THE RIGHT TO A TRIAL BY JURY; AND (B) ANY RIGHT SUCH PARTY MAY HAVE TO MOVE THE CASE FROM THE VENUE OF STATE OR FEDERAL COURTS IN HAMILTON COUNTY, INDIANA UNDER AN: (I) ASSERTION OF THE DOCTRINE OF “FORUM NON CONVENIENS”; OR (II) OBJECTION TO VENUE.

13.10. **Severability.** 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. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided, that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid

or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable.

13.11. **Captions.** The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions.

13.12. **Parties Relationship.** Nothing contained in this Agreement shall be construed to create a partnership or joint venture between Developer and the City or their successors in interest. The parties acknowledge and agree that Developer is an independent contractor and is not a principal, agent, officer, shareholder, or employee of the City. Developer shall also cause to be completed and executed by itself and Prime Subcontractor non-collusion affidavits in a form acceptable to the City.

13.13. **Time Computation.** Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or legal holiday for national banks in the location where the Project Site is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. All references to “business days” shall mean any day other than a Saturday, a Sunday, or legal holiday.

13.14. **Counterpart Execution.** This Agreement may be signed in multiple counterparts which, when taken together, shall constitute one and the same instrument. To further facilitate the execution of this Agreement, the parties agree that they will give legal effect to facsimile, electronic, or PDF signatures, including through platforms like DocuSign and Digi-Ink and in a file in PDF or similar format, as if such signatures originally appeared on counterpart copies of this Agreement.

13.15. **Singular, Plural, Masculine, Feminine or Neuter.** Unless the context otherwise requires, when used in this Agreement, the singular shall include the plural, the plural shall include the singular, and all pronouns shall be deemed to refer to the masculine, feminine, or neuter, as the identity of the person or persons may require.

13.16. **Exhibits.** All Exhibits to this Agreement are attached hereto and incorporated herein by reference. The following exhibits are attached hereto and incorporated herein as if fully set forth:

- Exhibit A: Project Site
- Exhibit B: Guaranteed Maximum Price (GMP)
- Exhibit C: GMP Clarifications & Exclusions
- Exhibit D: Reserved
- Exhibit E: Index of Construction Drawings
- Exhibit F: Index of Construction Specifications
- Exhibit G: Construction Schedule
- Exhibit H: Insurance and Bonds
- Exhibit I: Disbursement Request
- Exhibit J: Bill of Sale

- Exhibit K: Types of Developer Costs
- Exhibit L: Pre-Construction Agreements
- Exhibit M: Temporary Right of Entry
- Exhibit N: Completion Statement
- Exhibit O: FF&E Responsibility Matrix

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
[SIGNATURE PAGE(S) FOLLOW(S).]

IN WITNESS WHEREOF, the City and Developer have executed this Public-Private Agreement for the Building, Operating, and Transferring of the Westfield Police Headquarters Project, as of the Effective Date.

“CITY”

CITY OF WESTFIELD, INDIANA

By: _____
Scott Willis, Mayor

“DEVELOPER”

Garmong BOT Development 2, LLC,
an Indiana limited liability company

By: _____
Printed: _____
Title: _____

Exhibit A
-Project Site-

Site Address:

Owner (as of Effective Date):

Exhibit B
-Guaranteed Maximum Price (GMP)-
[included on following pages]

Exhibit C
-GMP Clarifications & Exclusions-
[included on following pages]

Exhibit D
-Reserved-

Exhibit E
-Index of Construction Drawings-
[Index of drawings included on following pages]

Exhibit F
-Index of Construction Specifications-
[Index of specifications included on following pages]

Exhibit G
-Construction Schedule-
[included on following pages]

Exhibit H
-Insurance and Bonds-

1.	Workers Compensation insurance coverage in accordance with statutory requirements.
2.	Employers Liability Insurance with limits of not less than \$1,000,000.00 each accident; \$1,000,000.00 Disease - each employee; and \$1,000,000.00 Disease Policy Limit.
3.	<p>Commercial General Liability Insurance on ISO form GC0001 10 01 (or a substitute form providing equivalent coverage) and Developer shall provide the City with Certificate of Insurance and Additional Insured Endorsement on ISO form GC2010 11 85 (or a substitute form providing equivalent coverage) and CG2037 10 01 (or substitute forms providing equivalent coverage) naming the City of Westfield as an Additional Insured thereunder. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded the City of Westfield:</p> <p>(i) \$2,000,000.00 Each Occurrence (BI & PD Combined Single Limit);</p> <p>(ii) \$4,000,000.00 General Aggregate (subject to per project general aggregate provision); and</p> <p>(iii) \$2,000,000.00 Personal Injury Liability to include coverage for employee-related claims.</p>
4.	Business Automobile Liability Insurance: Written in the amount of not less than \$1,000,000.00 each accident to include the City of Westfield as an additional insured.
5.	Umbrella Liability: \$5,000,000.00.
6.	Professional Liability: If this Agreement is the subject of any professional services or design work, Developer will use commercially reasonable efforts to cause the party rendering those services to maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed for a minimum limit of \$2,000,000.00.
7.	Builder's Risk in an amount not less than the cost to replace the Work performed on the Police Headquarters Project, the Parking Garage, and the Infrastructure Improvements. (Note: Developer may cause Prime Subcontractor to carry this

Exhibit I
-Disbursement Request-

Disbursement Request

The undersigned hereby states and certifies that:

- (a) he is a Manager of Garmong BOT Development 2, LLC, an Indiana limited liability company (“**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 that certain Public-Private Agreement for the Building, Operating, and Transferring of the Westfield Police Headquarters Project between Developer and the City of Westfield, Indiana (the “**City**”), and dated _____, 2025 (the “**Public-Private Agreement**”), the undersigned hereby requests that City disburse funds to the payees set forth on the attached Schedule 1 the amounts set forth on such Schedule 1 for the purposes set forth on such Schedule 1;
- (c) all of the materials specified in the definition “**Disbursement Request**” have been provided (or contemporaneously herewith are being provided) to the City;
- (d) all amounts being paid pursuant to Schedule 1 are Project Costs;
- (e) no Project Costs being paid pursuant to Schedule 1 have previously been paid with a disbursement of funds from the City;
- (f) no Project Costs being paid pursuant to Schedule 1 have been incurred as a result of curing an item listed on a Non-Compliance Notice provided from the City to Developer;
- (g) he is not aware of any continuing Event of Default by Developer; and
- (h) any payments to contractors and subcontractors to shall comply with Ind. Code § 36-1-12.

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

GARMONG BOT DEVELOPMENT 2, LLC,
an Indiana limited liability company

By: _____
Printed: _____
Title: _____
Date: _____

-Insert Schedule 1-

Exhibit J
-Bill of Sale-
[included on following pages]

BILL OF SALE

This Bill of Sale (this “**Bill of Sale**”), dated as of _____, 20__ (the “**Effective Date**”), is by and between Garmong BOT Development 2, LLC, an Indiana limited liability company (“**Developer**”), and the City of Westfield, Indiana, by and through its Board of Public Works and Safety (the “**City**”) as follows:

RECITALS

WHEREAS, Developer and the City have entered into that certain Public-Private Agreement for the Building, Operating, and Transferring of the Westfield Police Headquarters Project between Developer and the City, and dated _____, 2025 (the “**Public-Private Agreement**”), pursuant to which, among other things, Developer has agreed to sell, assign, transfer and convey to the City, upon the terms and conditions set forth therein, the Project as defined therein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Developer hereby sells, assigns, transfers, and conveys to the City, and the City hereby accepts, as of the date hereof, in accordance with and subject to the terms of the Public-Private Agreement, all of Developer’s right, title, and interest in and to the Project (as defined therein).

2. Conflict. This Bill of Sale is subject to all the terms and conditions of the Public-Private Agreement, including, without limitation, all representations and warranties and indemnities. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and provisions of this Bill of Sale and the terms and provisions of the Public-Private Agreement, the terms and provisions of the Public-Private Agreement shall control.

3. Punch List Items. Notwithstanding the transfer and conveyance of the Project to the City, the parties acknowledge and agree that Developer shall be liable for completion of all punch list items identified in Exhibit A attached hereto and incorporated herein.

IN WITNESS WHEREOF, this Bill of Sale has been duly executed and delivered by the duly authorized representatives of the City and Developer as of the Effective Date.

DEVELOPER:

GARMONG BOT DEVELOPMENT 2, LLC,
an Indiana limited liability company

By: _____
Printed: _____
Title: _____

CITY:

CITY OF WESTFIELD, INDIANA

By: _____
Scott Willis, Mayor

-Insert Exhibit A-

Exhibit K
-Types of Developer Costs-
[Included on following page]

None

Exhibit L

-Pre-Construction Agreements-

[Agreements, if any, related to the Project that are not complete and being assigned to Developer]

None

Exhibit M
-Temporary Right of Entry-
[included on following pages]

TEMPORARY RIGHT OF ENTRY

This TEMPORARY RIGHT OF ENTRY (this “**Agreement**”) is made effective as of the ____ day of _____, 2025 (the “**Effective Date**”) by and between the City of Westfield, Hamilton County, Indiana, an Indiana municipal corporation (“**Grantor**”), and Garmong BOT Development 2, LLC, an Indiana limited liability company duly registered with the Indiana Secretary of State’s Office (“**Grantee**” and, together with Grantor, the “**Parties**”) as follows:

RECITALS

WHEREAS, Grantor is the owner of that certain parcel of real property generally located in Westfield, Indiana, described and/or depicted on Exhibit A attached hereto and incorporated herein by reference (the “**Police Headquarters Project Site**”).

WHEREAS, Grantor desires for Grantee to complete the Project, Work, and all services specifically defined in that certain Public-Private Agreement for the Building, Operating, and Transferring of the Westfield Police Headquarters Project by and between Grantor and Grantee dated of even date herewith (the “**Public-Private Agreement**”).

WHEREAS, to perform the Project, Work, and services specified in the Public-Private Agreement, Grantee must acquire and maintain the temporary right to access and use the Police Headquarters Project Site (the “**Temporary License Area**”).

WHEREAS, pursuant to this Agreement and the terms and provisions hereof, Grantor desires to provide Grantee a license to use the Temporary License Area for the purposes set forth in this Agreement.

WHEREAS, capitalized terms not defined herein shall have the meaning ascribed to such term in the Public-Private Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Temporary License. Grantor, for itself and its officers, employees, successors, and assigns, hereby grants, bargains, sells, transfers, and conveys to Grantee, its successors and/or assigns, a non-exclusive temporary license (the “**License**”) in, on, over, above, through, and across the Temporary License Area for the Permitted Purposes (as defined in Section 3). Grantor hereby confirms it has the authority to grant the License.

2. Duration. The duration of this Agreement and the License (the “**Term**”) shall commence on the Effective Date and shall be in effect until the later of (a) Final Completion of the Project; or (b) termination of the Public-Private Agreement.

3. Use of Temporary License Area; Permitted Purposes. The License shall be used by Grantee and any of its affiliates, contractors, subcontractors, or utility entities with facilities in or about the adjacent properties, together with any of the employees, contractors, consultants, and/or agents of the foregoing (collectively, the “**Permitted Parties**”) for pedestrian and vehicular (including, without limitation, trucks and other construction vehicles and equipment) ingress and egress to, in, on, over, above, through, and across the Temporary License Area for the purpose of completing the Project, Work, and services specified in the Public-Private Agreement (individually or collectively, the “**Permitted Purposes**”). Grantee agrees to repair promptly any damage to the Temporary License Area caused by or resulting from the use of the Temporary License Area by the Permitted Parties (ordinary wear and tear excepted). Grantor and its affiliates, customers, tenants, subtenants, lessees, licensees, successors, and/or assigns, together with any of the employees, contractors, consultants, and/or agents of the foregoing, shall not take any action, or fail to take any action, which shall interfere with, disturb, impede, limit, compromise, and/or diminish use of the Temporary License Area by Grantee or any of the other Permitted Parties for the Permitted Purposes.

4. Indemnification. Grantee shall indemnify and hold harmless Grantor from and against any and all claims arising from or connected with: (i) the breach by Grantee of any term or condition of this Agreement; (ii) injury to, or death of, persons or loss of, or damage to, property, caused by the performance of any work at or about the Temporary License Area by the Permitted Parties, except to the extent such claims or damages may be due to or caused by the bad faith, fraud, gross negligence, or willful misconduct of Grantor; (iii) the negligence or willful misconduct of a Grantee related to this Agreement or work at or about the Temporary License Area except to the extent such claims or damages may be due to or caused by the gr fraud, gross negligence, or willful misconduct of Grantor; or (iv) the Permitted Parties causing the filing of any mechanics’ or materialmen’s lien against the Temporary License Area unless such mechanics’ or materialmen’s lien is due to Grantor’s unjustified non-payment of amounts due and owing to Grantee for the Work.

5. Binding Effect. The rights, covenants, and agreements contained herein shall bind and benefit the Parties hereto and their respective transferees, successors, assigns, and any person claiming by, through, or under either party to this Agreement.

6. Miscellaneous. This Agreement shall be governed by and construed in all respects in accordance with the laws of the State of Indiana, without regard to the conflicts of laws provisions of such State. The captions and headings herein are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction, or meaning of any provisions, scope, or intent of this Agreement. This Agreement and any other documents executed in connection herewith (including, without limitation, the Public-Private Agreement), constitute the entire understanding between the Parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressly set forth herein. This Agreement may not be modified, amended, altered, or changed in any respect except by written agreement that is signed by each of the Parties hereto.

7. Counterparts; Signatures. This Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though Grantor and Grantee are not signatories to the original or the same counterpart. To further facilitate the execution of this Agreement, the Parties agree that they will give legal effect to facsimile, electronic, or PDF signatures, including through platforms like DocuSign and Digi-Ink and in a file in PDF or similar format, as if such signatures originally appeared on counterpart copies of this Agreement.

8. Notice. Any notice required or permitted to be given by any Party to this Agreement shall be in writing and shall be given consistent with and pursuant to the Public-Private Agreement.

9. No Impediments or Obstacles Grantor warrants that no building, structure, or other above or below ground obstruction (“**Obstruction**”) exists which will interfere with the purposes for which the License is granted, and that no Obstruction will be placed, erected, installed, or permitted upon the Temporary License Area during the Term which will interfere with the purposes for which the License is granted. Grantor further agrees that, in the event the terms of this Agreement are violated, such violation shall immediately be corrected by Grantor at Grantor’s sole expense.

[Signature Pages and Exhibits to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement under seal as of the day and year set forth below.

“GRANTOR”

CITY OF WESTFIELD, INDIANA

By: _____
Scott Willis, Mayor

“GRANTEE”

GARMONG BOT DEVELOPMENT 2, LLC
an Indiana limited liability company

By: _____
Printed: _____
Title: _____

EXHIBIT A
POLICE HEADQUARTERS PROJECT SITE

Address:

Owner (as of Effective Date):

Exhibit N
-Completion Statement-
[included on following pages]

**Completion Statement
(Westfield Police Headquarters Project Project)**

This Completion Statement (Westfield Police Headquarters Project Project) (this “Statement”) is entered into this ____ day of _____, 20__, by and between Garmong BOT Development 2, LLC, an Indiana limited liability company (“Developer”), and the City of Westfield, Indiana (the “City”).

Recitals

WHEREAS, Developer and the City have executed that certain Public-Private Agreement for the Building, Operating, and Transferring of the Westfield Police Headquarters Project dated _____, 2025 (the “Agreement”);

WHEREAS, pursuant to the Agreement, Developer is obligated to construct certain buildings and related infrastructure on the real estate more particularly described on Exhibit A;

WHEREAS, the Agreement provides that, subsequent to the Substantial Completion Date (as defined in the Agreement), Developer and the City shall execute a statement of completion; and

WHEREAS, Developer and the City agree that Substantial Completion has occurred.

Statement

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, each of Developer and the City states and agrees that Substantial Completion occurred on _____, 20__.

IN WITNESS WHEREOF, Developer and the City have executed this Statement as of the date set forth above.

“DEVELOPER”

GARMONG BOT DEVELOPMENT 2, LLC
an Indiana limited liability company

By: _____

Printed: _____

Title: _____

“CITY”

CITY OF WESTFIELD, INDIANA

By: _____

Printed: _____

Title: _____

Exhibit O
-FF&E Responsibility Matrix-
[included on following pages]

Issue for Bidding & Permit - Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Architectural					
A-111	FIRST FLOOR OVERALL PLAN	1	09/08/2025	09/08/2025	Addendum 01 (09/08/25)
A-111A	FIRST FLOOR ANNOTATION PLAN - AREA A	1	09/08/2025	09/08/2025	Addendum 01 (09/08/25)
A-111B	FIRST FLOOR ANNOTATION PLAN - AREA B	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-111C	FIRST FLOOR ANNOTATION PLAN - AREA C&D	1	09/08/2025	09/08/2025	Addendum 01 (09/08/25)
A-112A	FIRST FLOOR DIMENSION PLAN - AREA A	1	09/08/2025	09/08/2025	Addendum 01 (09/08/25)
A-112B	FIRST FLOOR DIMENSION PLAN - AREA B	2	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
A-112C	FIRST FLOOR DIMENSION PLAN - AREA C&D	1	09/08/2025	09/08/2025	Addendum 01 (09/08/25)
A-113A	FIRST FLOOR REFLECTED CEILING PLAN - AREA A	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-113B	FIRST FLOOR REFLECTED CEILING PLAN - AREA B	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-113C	FIRST FLOOR REFLECTED CEILING PLAN - AREA C&D	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
A-114	FINISH SCHEDULE AND DETAILS	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
A-114A	FIRST FLOOR FINISH PLAN - AREA A	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-114B	FIRST FLOOR FINISH PLAN - AREA B	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-114C	FIRST FLOOR FINISH PLAN - AREA C&D	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-121	SECOND FLOOR OVERALL PLAN	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-121A	SECOND FLOOR ANNOTATION PLAN - AREA A	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-121B	SECOND FLOOR ANNOTATION PLAN - AREA B	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-122A	SECOND FLOOR DIMENSION PLAN - AREA A	1	09/08/2025	09/08/2025	Addendum 01 (09/08/25)
A-122B	SECOND FLOOR DIMENSION PLAN - AREA B	1	09/08/2025	09/08/2025	Addendum 01 (09/08/25)
A-123A	SECOND FLOOR REFLECTED CEILING PLAN - AREA A	1	09/08/2025	09/08/2025	Addendum 01 (09/08/25)
A-123B	SECOND FLOOR REFLECTED CEILING PLAN - AREA B	1	09/08/2025	09/08/2025	Addendum 01 (09/08/25)
A-124A	SECOND FLOOR FINISH PLAN - AREA A	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-124B	SECOND FLOOR FINISH PLAN - AREA B	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-125A	SECOND FLOOR - TRAINING ROOM ADD ALTERNATE	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-161	ROOF OVERALL PLAN	0	08/26/2025		Issue for Bidding and Permit (08/26/25)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					25)
A-161A	ROOF ANNOTATION PLAN - AREA A	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-161B	ROOF ANNOTATION PLAN - AREA B	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-161C	ROOF ANNOTATION PLAN - AREA C&D	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-201	OVERALL EXTERIOR ELEVATIONS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-202	ENLARGED EXTERIOR ELEVATIONS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-203	ENLARGED EXTERIOR ELEVATIONS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-204	ENLARGED EXTERIOR ELEVATIONS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-205	ENLARGED EXTERIOR ELEVATIONS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-206	ENLARGED MASONRY ELEVATION	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-301	BUILDING SECTIONS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-311	WALL SECTIONS AND WALL TYPES	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-312	WALL SECTIONS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-313	WALL SECTIONS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-314	WALL SECTIONS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-315	WALL SECTIONS	1	09/08/2025	09/08/2025	Addendum 01 (09/08/25)
A-316	WALL SECTIONS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-317	WALL SECTIONS	1	09/08/2025	09/08/2025	Addendum 01 (09/08/25)
A-401	ENLARGED FLOOR PLANS - RESTROOMS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-402	ENLARGED FLOOR PLANS - RESTROOMS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-403	ENLARGED FLOOR PLANS	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
A-404	ENLARGED FLOOR PLANS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-405	ENLARGED FLOOR PLAN - TRAINING ROOM	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-406	ENLARGED REFLECTED CEILING PLANS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
A-407	ENLARGED REFLECTED CEILING PLANS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-408	ENLARGED REFLECTED CEILING PLANS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-411	INTERIOR ELEVATIONS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-412	INTERIOR ELEVATIONS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-413	INTERIOR ELEVATIONS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-414	INTERIOR ELEVATIONS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-415	INTERIOR ELEVATIONS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-416	INTERIOR ELEVATIONS - PORTALS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-417	INTERIOR ELEVATIONS - PORTALS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-431	MILLWORK ELEVATIONS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-432	MILLWORK ELEVATIONS	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
A-433	MILLWORK ELEVATIONS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-434	MILLWORK ELEVATIONS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-440	MILLWORK SECTION DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-441	MILLWORK SECTION DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-450	ELEVATOR PLANS, SECTION, DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-451	STAIR 1 & LADDERS - PLANS AND SECTIONS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-452	STAIR 2 - PLANS AND SECTION	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-453	STAIR 3 - PLANS AND SECTION	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-454	STAIR DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-501	EXTERIOR PLAN DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-502	EXTERIOR PLAN DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-511	EXTERIOR SECTION DETAILS	1	09/08/2025	09/08/2025	Addendum 01 (09/08/25)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
A-512	EXTERIOR SECTION DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-513	EXTERIOR SECTION DETAILS	1	09/08/2025	09/08/2025	Addendum 01 (09/08/25)
A-514	EXTERIOR SECTION DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-515	EXTERIOR SECTION DETAILS	1	09/08/2025	09/08/2025	Addendum 01 (09/08/25)
A-516	EXTERIOR SECTION DETAILS	0	09/08/2025	09/08/2025	Addendum 01 (09/08/25)
A-561	INTERIOR PLAN DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-562	INTERIOR PLAN DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-563	INTERIOR PLAN DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-564	INTERIOR PLAN DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-565	INTERIOR PLAN DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-566	INTERIOR PLAN DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-571	INTERIOR SECTION DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-572	INTERIOR SECTION DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-573	INTERIOR SECTION DETAILS	2	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
A-574	INTERIOR SECTION DETAILS	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
A-575	INTERIOR SECTION DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-601	DOOR SCHEDULES	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
A-602	DOOR SCHEDULES	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
A-603	DOOR ELEVATIONS & DETAILS	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
A-604	DOOR DETAILS	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
A-611	EXTERIOR GLAZING ELEVATIONS	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
A-612	EXTERIOR GLAZING ELEVATIONS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
A-615	INTERIOR GLAZING ELEVATIONS	2	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
A-901	3D INTERIOR VIEWS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
AS-111	ARCHITECTURAL SITE PLAN	2	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
AS-112	ARCHITECTURAL SITE PLAN DETAILS	2	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
Civil					
C0.0	TITLE SHEET	0	08/26/2025		Issue for Bidding and Permit (08/26/25)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
C1.0	GENERAL SPECIFICATIONS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
C1.1	GENERAL NOTES	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
C2.0	EXISTING CONDITIONS AND DEMO PLAN	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
C3.0	OVERALL SITE PLAN	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
C3.1	SITE PLAN - BASE BID	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
C3.2	SITE PLAN - BID ALTERNATE	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
C4.0	INITIAL EROSION CONTROL PLAN	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
C4.1	TEMPORARY EROSION CONTROL PLAN	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
C4.2	FINAL EROSION CONTROL PLAN	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
C4.3	EROSION CONTROL DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
C4.4	SWPPP	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
C5.0	GRADING AND DRAINAGE PLAN	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
C6.0	UTILITY PLAN	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
C6.1	UTILITY PLAN	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
C6.2	UTILITY PLAN	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
C6.3	CEG PLAN	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
C6.4	STORM PROFILES	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
C6.5	STORM PROFILES	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
C6.6	SANITARY PROFILES	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
C6.7	SANITARY PROFILES	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
C7.0	CONSTRUCTION DETAILS	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
C7.1	CONSTRUCTION DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
C7.2	CONSTRUCTION DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
C7.3	CEG DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
C7.4	CEG DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					25)
Contractor / Shop Drawings					
Z-001	WESTFIELD POLICE STATION LOGISTICS PLAN	0	09/08/2025	09/08/2025	Addendum 01 (09/08/25)
COVER					
0	COVER SHEET	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
Electrical					
E-001	GENERAL INFORMATION - ELECTRICAL	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
E101	EXTERIOR LIGHTING PHOTOMETRIC	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
E-101A	FIRST FLOOR PLAN - AREA A - LIGHTING	1	09/08/2025	09/08/2025	Addendum 01 (09/08/25)
E-101B	FIRST FLOOR PLAN - AREA B - LIGHTING	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
E-101C	FIRST FLOOR PLAN - AREA C - LIGHTING	1	09/08/2025	09/08/2025	Addendum 01 (09/08/25)
E-102A	SECOND FLOOR PLAN - AREA A - LIGHTING	1	09/08/2025	09/08/2025	Addendum 01 (09/08/25)
E-102B	SECOND FLOOR PLAN - AREA B - LIGHTING	1	09/08/2025	09/08/2025	Addendum 01 (09/08/25)
E-201A	FIRST FLOOR PLAN - AREA A - POWER	2	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
E-201B	FIRST FLOOR PLAN - AREA B - POWER	2	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
E-201C	FIRST FLOOR PLAN - AREA C - POWER	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
E-202A	SECOND FLOOR PLAN - AREA A - POWER	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
E-202B	SECOND FLOOR PLAN - AREA B - POWER	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
E-202C	SECOND FLOOR PLAN - AREA C - POWER	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
E-301A	FIRST FLOOR PLAN - AREA A - SYSTEMS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
E-301B	FIRST FLOOR PLAN - AREA B - SYSTEMS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
E-301C	FIRST FLOOR PLAN - AREA C - SYSTEMS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
E-302A	SECOND FLOOR PLAN - AREA A - SYSTEMS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
E-302B	SECOND FLOOR PLAN - AREA B - SYSTEMS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
E-303A	ROOF PLAN - AREA A - LIGHTNING PROTECTION	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
E-303B	ROOF PLAN - AREA B - LIGHTNING PROTECTION	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
E-303C	ROOF PLAN - AREA C - LIGHTNING PROTECTION	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
E-501	DETAILS - ELECTRICAL	0	08/26/2025		Issue for Bidding and Permit (08/26/25)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					25)
E-502	DETAILS - ELECTRICAL	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
E-503	DETAILS - ELECTRICAL	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
E-601	SCHEDULES - ELECTRICAL	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
E-602	SCHEDULES - ELECTRICAL	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
E-603	SCHEDULES - ELECTRICAL	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
E-604	SCHEDULES - ELECTRICAL	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
E-605	SCHEDULES - ELECTRICAL	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
E-701	DIAGRAMS - ELECTRICAL	2	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
E-702	DIAGRAMS - ELECTRICAL	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
ES-101	SITE PLAN - ELECTRICAL	2	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
Fire Protection					
FP-001	GENERAL INFORMATION - FIRE PROTECTION	1	09/08/2025	09/08/2025	Addendum 01 (09/08/25)
FP-101A	FIRST FLOOR PLAN - AREA A - FIRE PROTECTION	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
FP-101B	FIRST FLOOR PLAN - AREA B - FIRE PROTECTION	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
FP-101C	FIRST FLOOR PLAN - AREA C - FIRE PROTECTION	1	09/08/2025	09/08/2025	Addendum 01 (09/08/25)
FP-102A	SECOND FLOOR PLAN - AREA A - FIRE PROTECTION	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
FP-102B	SECOND FLOOR PLAN - AREA B - FIRE PROTECTION	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
General					
G-001	INDEX	1	09/08/2025	09/08/2025	Addendum 01 (09/08/25)
G-100	BUILDING CODE SYNOPSIS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
G-111	FIRST FLOOR CODE COMPLIANCE PLAN	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
G-121	SECOND FLOOR CODE COMPLIANCE PLAN	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
G-211	FIRST FLOOR STC PLAN DIAGRAM	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
G-221	SECOND FLOOR STC PLAN DIAGRAM	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
G-501	FIXTURE MOUNTING HEIGHTS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
Interior					

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
I-111	FIRST FLOOR OVERALL FURNITURE PLAN	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
I-111A	FIRST FLOOR FURNITURE PLAN - AREA A	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
I-111B	FIRST FLOOR FURNITURE PLAN - AREA B	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
I-111C	FIRST FLOOR FURNITURE PLAN - AREA C&D	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
I-112	FIRST FLOOR OVERALL EQUIPMENT PLAN + SCHEDULE	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
I-112A	FIRST FLOOR EQUIPMENT PLAN - AREA A	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
I-112B	FIRST FLOOR EQUIPMENT PLAN - AREA B	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
I-112C	FIRST FLOOR EQUIPMENT PLAN - AREA C&D	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
I-121	SECOND FLOOR OVERALL FURNITURE PLAN	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
I-121A	SECOND FLOOR FURNITURE PLAN - AREA A	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
I-121B	SECOND FLOOR FURNITURE PLAN - AREA B	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
I-122	SECOND FLOOR OVERALL EQUIPMENT PLAN	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
I-122A	SECOND FLOOR EQUIPMENT PLAN - AREA A	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
I-122B	SECOND FLOOR EQUIPMENT PLAN - AREA B	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
IS-100	SIGNAGE TYPES AND SCHEDULE	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
IS-111	FIRST FLOOR OVERALL SIGNAGE PLAN	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
IS-111A	FIRST FLOOR SIGNAGE PLAN - AREA A	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
IS-111B	FIRST FLOOR SIGNAGE PLAN - AREA B	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
IS-111C	FIRST FLOOR SIGNAGE PLAN - AREA C&D	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
IS-121	SECOND FLOOR SIGNAGE PLAN	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
IS-121A	SECOND FLOOR SIGNAGE PLAN - AREA A	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
IS-121B	SECOND FLOOR SIGNAGE PLAN - AREA B	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
IS-200	EXTERIOR SIGNAGE PLAN	0	08/26/2025		Issue for Bidding and Permit (08/26/25)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					25)
Landscape					
L1.0	Layout And Materials Plan	2	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
L1.1	Layout And Materials Plan - Courtyard	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
L1.2	Layout And Materials Plan - Courtyard Alternate	1	09/08/2025	09/08/2025	Addendum 01 (09/08/25)
L1.3	Layout And Materials Plan - Entry Plaza	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
L2.0	Planting Plan	2	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
L2.1	Planting Plan - Courtyard	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
L2.2	Planting Plan - Courtyard Alternate	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
L2.3	Planting Plan - Entry Plaza	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
L3.0	Details	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
L3.1	Details	2	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
L3.2	Details	1	09/08/2025	09/08/2025	Addendum 01 (09/08/25)
L3.3	Details - Alternate	1	09/08/2025	09/08/2025	Addendum 01 (09/08/25)
L3.4	Details	0	09/08/2025	09/08/2025	Addendum 01 (09/08/25)
Mechanical					
M-001	GENERAL INFORMATION - MECHANICAL	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
M-101A	FIRST FLOOR PLAN - AREA A - MECHANICAL	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
M-101B	FIRST FLOOR PLAN - AREA B - MECHANICAL	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
M-101C	FIRST FLOOR PLAN - AREA C - MECHANICAL	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
M-102A	SECOND FLOOR PLAN - AREA A - MECHANICAL	1	09/08/2025	09/08/2025	Addendum 01 (09/08/25)
M-102B	SECOND FLOOR PLAN - AREA B - MECHANICAL	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
M-102C	SECOND FLOOR PLAN - AREA C - MECHANICAL	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
M-103B	ROOF PLAN - AREA B - MECHANICAL	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
M-201A	FIRST FLOOR PLAN - AREA A - MECHANICAL PIPING	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
M-201B	FIRST FLOOR PLAN - AREA B - MECHANICAL PIPING	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
M-201C	FIRST FLOOR PLAN - AREA C - MECHANICAL PIPING	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
M-202A	SECOND FLOOR PLAN - AREA A - MECHANICAL PIPING	2	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
M-202B	SECOND FLOOR PLAN - AREA B - MECHANICAL PIPING	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
M-202C	SECOND FLOOR PLAN - AREA C - MECHANICAL PIPING	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
M-501	DETAILS - MECHANICAL	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
M-502	DETAILS - MECHANICAL	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
M-503	DETAILS - MECHANICAL	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
M-504	DETAILS - MECHANICAL	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
M-505	DETAILS - MECHANICAL	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
M-601	SCHEDULE - MECHANICAL	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
M-602	SCHEDULE - MECHANICAL	2	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
M-603	SCHEDULE - MECHANICAL	2	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
M-604	SCHEDULE - MECHANICAL	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
M-701	CONTROLS AND DIAGRAMS - MECHANICAL	2	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
M-702	CONTROLS AND DIAGRAMS - MECHANICAL	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
M-703	CONTROLS AND DIAGRAMS - MECHANICAL	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
Plumbing					
P-001	GENERAL INFORMATION - PLUMBING	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
P-100A	UNDERFLOOR PLAN - AREA A - PLUMBING	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
P-100B	UNDERFLOOR PLAN - AREA B - PLUMBING	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
P-100C	UNDERFLOOR PLAN - AREA C - PLUMBING	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
P-101A	FIRST FLOOR PLAN - AREA A - PLUMBING	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
P-101B	FIRST FLOOR PLAN - AREA B - PLUMBING	1	09/08/2025	09/08/2025	Addendum 01 (09/08/25)
P-101C	FIRST FLOOR PLAN - AREA C - PLUMBING	2	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
P-102A	SECOND FLOOR PLAN - AREA A - PLUMBING	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
P-102B	SECOND FLOOR PLAN - AREA B - PLUMBING	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
P-102C	SECOND FLOOR PLAN - AREA C - PLUMBING	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
P-103A	ROOF PLAN - AREA A - PLUMBING	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
P-103B	ROOF PLAN - AREA B - PLUMBING	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
P-501	DETAILS - PLUMBING	2	09/18/2025	09/18/2025	Addendum 02 (09/18/25)

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
P-502	DETAILS - PLUMBING	2	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
P-601	SCHEDULES - PLUMBING	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
P-602	SCHEDULES - PLUMBING	2	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
P-701	SANITARY RISER DIAGRAM - PLUMBING	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
Structural					
S-000	COVER SHEET	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
S-001	GENERAL NOTES	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
S-002	SCHEDULES	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
S-101	OVERALL FOUNDATION PLAN	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
S-101A	FOUNDATION PLAN - AREA A	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
S-101B	FOUNDATION PLAN - AREA B	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
S-101C	FOUNDATION PLAN - AREA C	2	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
S-102	OVERALL SECOND FLOOR FRAMING PLAN	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
S-102A	SECOND FLOOR FRAMING PLAN - AREA A	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
S-102B	SECOND FLOOR FRAMING PLAN - AREA B	1	09/08/2025	09/08/2025	Addendum 01 (09/08/25)
S-102C	SECOND FLOOR FRAMING PLAN - AREA C	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
S-103	OVERALL ROOF FRAMING PLAN	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
S-103A	ROOF FRAMING PLAN - AREA A	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
S-103B	ROOF FRAMING PLAN - AREA B	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
S-200	TYPICAL FOUNDATION SECTIONS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
S-201	TYPICAL FOUNDATION SECTIONS	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
S-202	FOUNDATION SECTIONS	2	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
S-203	TYPICAL CONCRETE DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
S-204	TYPICAL MASONRY DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
S-205	TYPICAL MASONRY DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
S-300	TYPICAL FRAMING DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
S-301	TYPICAL FRAMING DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)

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S-302	TYPICAL FRAMING DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
S-303	FRAMING SECTIONS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
S-304	FRAMING SECTIONS	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
S-305	FRAMING SECTIONS	1	09/08/2025	09/08/2025	Addendum 01 (09/08/25)
S-400	BRACING ELEVATIONS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
Telecommunications					
TT-001	TECHNOLOGY GENERAL NOTES, SYMBOLS, & ABBREVIATIONS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
TT-100	SITE PLAN - TECHNOLOGY	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
TT-111A	FIRST FLOOR PLAN - AREA A - TECHNOLOGY	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
TT-111B	FIRST FLOOR PLAN - AREA B - TECHNOLOGY	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
TT-111C	FIRST FLOOR PLAN - AREA C - TECHNOLOGY	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
TT-112A	FIRST FLOOR RCP - AREA A - TECHNOLOGY	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
TT-112B	FIRST FLOOR RCP - AREA B - TECHNOLOGY	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
TT-112C	FIRST FLOOR RCP - AREA C - TECHNOLOGY	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
TT-121A	SECOND FLOOR PLAN - AREA A - TECHNOLOGY	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
TT-121B	SECOND FLOOR PLAN - AREA B - TECHNOLOGY	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
TT-122A	SECOND FLOOR RCP - AREA A - TECHNOLOGY	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
TT-122B	SECOND FLOOR RCP - AREA B - TECHNOLOGY	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
TT-201	LARGE SCALE FLOOR PLANS - TECHNOLOGY	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
TT-202	LARGE SCALE FLOOR PLANS - TECHNOLOGY	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
TT-203	LARGE SCALE FLOOR PLANS - TECHNOLOGY	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
TT-301	TECHNOLOGY DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
TT-302	TECHNOLOGY DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
TT-303	TECHNOLOGY DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
TT-304	TECHNOLOGY DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
TT-501	TECHNOLOGY DIAGRAMS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
TT-502	A/V DIAGRAMS/DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)

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TT-503	A/V DIAGRAMS/DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
TT-504	A/V DIAGRAMS/DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
TT-505	A/V DIAGRAMS/DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
TY-001	SECURITY GENERAL NOTES, SYMBOLS, & ABBREVIATIONS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
TY-100	SITE PLAN - SECURITY	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
TY-110	FIRST FLOOR PLAN -OVERALL- SECURITY	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
TY-111A	FIRST FLOOR PLAN -AREA A - SECURITY	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
TY-111B	FIRST FLOOR PLAN - AREA B - SECURITY	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
TY-111C	FIRST FLOOR PLAN -AREA C - SECURITY	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
TY-112A	FIRST FLOOR RCP -AREA A - SECURITY	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
TY-112B	FIRST FLOOR RCP -AREA B - SECURITY	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
TY-112C	FIRST FLOOR RCP -AREA C - SECURITY	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
TY-121A	SECOND FLOOR PLAN -AREA A - SECURITY	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
TY-121B	SECOND FLOOR PLAN -AREA B - SECURITY	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
TY-122A	SECOND FLOOR RCP -AREA A - SECURITY	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
TY-122B	SECOND FLOOR RCP -AREA B - SECURITY	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
TY-301	SECURITY DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
TY-302	SECURITY DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
TY-303	SECURITY DETAILS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)
TY-304	SECURITY DETAILS	1	09/18/2025	09/18/2025	Addendum 02 (09/18/25)
TY-501	SECURITY DIAGRAMS	0	08/26/2025		Issue for Bidding and Permit (08/26/25)

Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
00 - Procurement and Contracting Requirements					
00 01 02	PROJECT MANUAL TABLE OF CONTENTS	5	08/26/25	08/26/25	Issue for Bidding & Permit
00 01 07	SEALS PAGE	1	08/26/25	08/26/25	Issue for Bidding & Permit
00 11 00	ADVERTISEMENT AND INVITATION	0	08/26/25	08/26/25	Issue for Bidding & Permit
00 21 00	INSTRUCTIONS TO BIDDERS	0	08/26/25	08/26/25	Issue for Bidding & Permit
00 25 00	PRE-BID MEETINGS	0	08/26/25	08/26/25	Issue for Bidding & Permit
00 25 01	PRE-AWARD BID REVIEW MEETINGS	0	09/18/25	09/18/25	Addendum 02
00 26 00	PROCUREMENT SUBSTITUTION PROCEDURES	0	08/26/25	08/26/25	Issue for Bidding & Permit
00 26 10	SUBSTITUTION REQUEST FORM	0	08/26/25	08/26/25	Issue for Bidding & Permit
00 31 00	AVAILABLE PROJECT INFORMATION	0	08/26/25	08/26/25	Issue for Bidding & Permit
00 31 13	PRELIMINARY SCHEDULES	0	08/26/25	08/26/25	Issue for Bidding & Permit
00 31 40	PERMITS	0	08/26/25	08/26/25	Issue for Bidding & Permit
00 41 00	BID FORM	0	08/26/25	08/26/25	Issue for Bidding & Permit
00 41 01	BID BOND	0	08/26/25	08/26/25	Issue for Bidding & Permit
00 43 93	BID SUBMITTAL CHECKLIST	0	08/26/25	08/26/25	Issue for Bidding & Permit
00 52 00	AGREEMENT FORM	0	08/26/25	08/26/25	Issue for Bidding & Permit
00 54 00	AGREEMENT FORM SUPPLEMENTS	0	08/26/25	08/26/25	Issue for Bidding & Permit
00 61 00	PERFORMANCE BOND AND PAYMENT BOND	0	08/26/25	08/26/25	Issue for Bidding & Permit
00 72 00	GENERAL CONDITIONS	0	08/26/25	08/26/25	Issue for Bidding & Permit
00 73 16	INSURANCE REQUIREMENTS	0	08/26/25	08/26/25	Issue for Bidding & Permit
01 - General Requirements					
01 12 00	MULTIPLE CONTRACT SUMMARY	2	09/18/25	09/18/25	Addendum 02
01 12 00.01	MULTIPLE CONTRACT SUMMARY MATRIX AND ADDENDUM 03 REVISIONS	0	09/19/25	09/19/25	Addendum 03
01 18 00	PROJECT UTILITY SOURCES	0	08/26/25	08/26/25	Issue for Bidding & Permit
01 21 00	ALLOWANCES	0	08/26/25	08/26/25	Issue for Bidding & Permit
01 23 00	ALTERNATES	0	08/26/25	08/26/25	Issue for Bidding & Permit
01 24 13	VALUE ENGINEERING	0	08/26/25	08/26/25	Issue for Bidding & Permit
01 26 00	CONTRACT MODIFICATION PROCEDURES	0	08/26/25	08/26/25	Issue for Bidding & Permit
01 29 00	PAYMENT PROCEDURES	0	08/26/25	08/26/25	Issue for Bidding & Permit
01 31 00	PROJECT MANAGEMENT AND COORDINATION	0	08/26/25	08/26/25	Issue for Bidding & Permit
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION	0	08/26/25	08/26/25	Issue for Bidding & Permit
01 32 33	PHOTOGRAPHIC DOCUMENTATION	0	08/26/25	08/26/25	Issue for Bidding & Permit
01 33 00	SUBMITTAL PROCEDURES	0	08/26/25	08/26/25	Issue for Bidding & Permit

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01 33 16	DESIGN DATA REQUEST PROCEDURE	0	08/26/25	08/26/25	Issue for Bidding & Permit
01 40 00	QUALITY REQUIREMENTS	0	08/26/25	08/26/25	Issue for Bidding & Permit
01 43 39	MOCKUPS	0	08/26/25	08/26/25	Issue for Bidding & Permit
01 45 23	TESTING AND LABORATORY SERVICES	0	08/26/25	08/26/25	Issue for Bidding & Permit
01 50 00	TEMPORARY FACILITIES AND CONTROLS	0	08/26/25	08/26/25	Issue for Bidding & Permit
01 51 13	TEMPORARY ELECTRICITY	0	08/26/25	08/26/25	Issue for Bidding & Permit
01 51 16	TEMPORARY FIRE PROTECTION	0	08/26/25	08/26/25	Issue for Bidding & Permit
01 51 19	TEMPORARY HEATING, COOLING, AND VENTILATION	0	08/26/25	08/26/25	Issue for Bidding & Permit
01 51 26	TEMPORARY LIGHTING AND WARNING SYSTEMS	0	08/26/25	08/26/25	Issue for Bidding & Permit
01 51 36	TEMPORARY WATER	0	08/26/25	08/26/25	Issue for Bidding & Permit
01 52 13	FIELD OFFICE AND TEMPORARY STORAGE	0	08/26/25	08/26/25	Issue for Bidding & Permit
01 52 19	TEMPORARY SANITARY FACILITIES	0	08/26/25	08/26/25	Issue for Bidding & Permit
01 54 00	CONSTRUCTION AIDS	0	08/26/25	08/26/25	Issue for Bidding & Permit
01 55 00	VEHICULAR ACCESS AND PARKING	1	09/18/25	09/18/25	Addendum 02
01 56 23	TEMPORARY BARRICADES	0	08/26/25	08/26/25	Issue for Bidding & Permit
01 56 26	TEMPORARY FENCING	0	08/26/25	08/26/25	Issue for Bidding & Permit
01 56 39	TEMPORARY TREE AND PLANT PROTECTION	0	08/26/25	08/26/25	Issue for Bidding & Permit
01 57 19	TEMPORARY ENVIRONMENTAL CONTROLS	0	08/26/25	08/26/25	Issue for Bidding & Permit
01 58 13	TEMPORARY PROJECT SIGNAGE	0	08/26/25	08/26/25	Issue for Bidding & Permit
01 60 00	PROJECT REQUIREMENTS	0	08/26/25	08/26/25	Issue for Bidding & Permit
01 71 23.13	CONSTRUCTION LAYOUT	0	08/26/25	08/26/25	Issue for Bidding & Permit
01 71 23.16	CONSTRUCTION SURVEYING	0	08/26/25	08/26/25	Issue for Bidding & Permit
01 73 26	CUTTING AND PATCHING	0	08/26/25	08/26/25	Issue for Bidding & Permit
01 73 36	UTILITY SCANNING AND PROTECTION	0	08/26/25	08/26/25	Issue for Bidding & Permit
01 74 13	HOUSEKEEPING	0	08/26/25	08/26/25	Issue for Bidding & Permit
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	0	08/26/25	08/26/25	Issue for Bidding & Permit
01 74 23	FINAL CLEANING	0	08/26/25	08/26/25	Issue for Bidding & Permit
01 76 01	TEMPORARY FLOOR PROTECTION	0	08/26/25	08/26/25	Issue for Bidding & Permit
01 77 00	CLOSEOUT PROCEDURES	0	08/26/25	08/26/25	Issue for Bidding & Permit
012300	ALTERNATES	0	08/26/25	08/26/25	Issue for Bidding & Permit
03 - Concrete					
033000	CAST-IN-PLACE CONCRETE	0	08/26/25	08/26/25	Issue for Bidding & Permit
033543	POLISHED CONCRETE FINISHING	1	08/26/25	08/26/25	Issue for Bidding & Permit
034100	PRECAST STRUCTURAL CONCRETE	0	08/26/25	08/26/25	Issue for Bidding & Permit
04 - Masonry					
042613	MASONRY VENEER	2	09/18/25	09/18/25	Addendum 02
044300	STONE MASONRY	0	08/26/25	08/26/25	Issue for Bidding & Permit

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044313.13	ANCHORED STONE MASONRY VENEER	0	08/26/25	08/26/25	Issue for Bidding & Permit
044313.16	ADHERED STONE MASONRY VENEER	0	08/26/25	08/26/25	Issue for Bidding & Permit
05 - Metals					
050553	TAMPER-PROOF METAL FASTENERS	0	08/26/25	08/26/25	Issue for Bidding & Permit
051200	STRUCTURAL STEEL FRAMING	0	08/26/25	08/26/25	Issue for Bidding & Permit
052100	STEEL JOIST FRAMING	0	08/26/25	08/26/25	Issue for Bidding & Permit
053100	STEEL DECKING	0	08/26/25	08/26/25	Issue for Bidding & Permit
054000	COLD-FORMED METAL FRAMING	0	08/26/25	08/26/25	Issue for Bidding & Permit
055000	METAL FABRICATIONS	0	08/26/25	08/26/25	Issue for Bidding & Permit
055113	METAL PAN STAIRS	0	08/26/25	08/26/25	Issue for Bidding & Permit
055119	METAL GRATING STAIRS	0	08/26/25	08/26/25	Issue for Bidding & Permit
057000	DECORATIVE METAL PANELS	1	08/26/25	08/26/25	Issue for Bidding & Permit
057313	GLAZED DECORATIVE METAL RAILINGS	1	08/26/25	08/26/25	Issue for Bidding & Permit
057513	SECURITY WIRE MESH	0	08/26/25	08/26/25	Issue for Bidding & Permit
06 - Wood, Plastics, and Composites					
061000	ROUGH CARPENTRY	0	08/26/25	08/26/25	Issue for Bidding & Permit
061600	SHEATHING	1	08/26/25	08/26/25	Issue for Bidding & Permit
064116	PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS AND CASEWORK	2	09/18/25	09/18/25	Addendum 02
066400	PLASTIC PANELING	1	08/26/25	08/26/25	Issue for Bidding & Permit
07 - Thermal and Moisture Protection					
071326	SELF-ADHERING SHEET WATERPROOFING	0	08/26/25	08/26/25	Issue for Bidding & Permit
071416	COLD FLUID-APPLIED WATERPROOFING	1	08/26/25	08/26/25	Issue for Bidding & Permit
072100	THERMAL INSULATION	0	08/26/25	08/26/25	Issue for Bidding & Permit
072119	FOAMED-IN-PLACE INSULATION	1	08/26/25	08/26/25	Issue for Bidding & Permit
072270	FALL PROTECTION - SINGLE POINT ANCHOR	0	09/18/25	09/18/25	Addendum 02
072421	DIRECT-APPLIED EXTERIOR FINISH SYSTEM (DEFS)	0	08/26/25	08/26/25	Issue for Bidding & Permit
072726	FLUID-APPLIED MEMBRANE AIR BARRIERS	0	08/26/25	08/26/25	Issue for Bidding & Permit
074213.13	FORMED METAL WALL PANELS	0	08/26/25	08/26/25	Issue for Bidding & Permit
074646	FIBER-CEMENT SIDING	1	08/26/25	08/26/25	Issue for Bidding & Permit
075323	ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING	0	08/26/25	08/26/25	Issue for Bidding & Permit
076200	SHEET METAL FLASHING AND TRIM	0	08/26/25	08/26/25	Issue for Bidding & Permit
077200	ROOF ACCESSORIES	0	08/26/25	08/26/25	Issue for Bidding & Permit
077600	PEDESTAL ROOF PAVERS	0	09/18/25	09/18/25	Addendum 02
078413	THROUGH-PENETRATION FIRESTOP SYSTEMS	0	08/26/25	08/26/25	Issue for Bidding & Permit
078443	JOINT FIRESTOPPING	0	08/26/25	08/26/25	Issue for Bidding & Permit
079200	JOINT SEALANTS	1	08/26/25	08/26/25	Issue for Bidding & Permit
079223	SECURITY JOINT SEALANTS	0	08/26/25	08/26/25	Issue for Bidding & Permit

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08 - Openings					
08 34 73.16	WOOD SOUND CONTROL DOOR ASSEMBLIES	0	09/08/25	09/08/25	Addendum 01
081113	HOLLOW METAL DOORS AND FRAMES	0	08/26/25	08/26/25	Issue for Bidding & Permit
081416	FLUSH WOOD DOORS	0	08/26/25	08/26/25	Issue for Bidding & Permit
083113	ACCESS DOORS AND FRAMES	0	08/26/25	08/26/25	Issue for Bidding & Permit
083313	COILING COUNTER DOORS	0	08/26/25	08/26/25	Issue for Bidding & Permit
083323	OVERHEAD COILING DOORS	0	08/26/25	08/26/25	Issue for Bidding & Permit
083613	SECTIONAL DOORS	0	08/26/25	08/26/25	Issue for Bidding & Permit
084113	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS	2	09/18/25	09/18/25	Addendum 02
084413	GLAZED ALUMINUM CURTAIN WALLS	1	08/26/25	08/26/25	Issue for Bidding & Permit
087100	DOOR HARDWARE	1	09/18/25	09/18/25	Addendum 02
088000	GLAZING	2	09/18/25	09/18/25	Addendum 02
088853	SECURITY GLAZING	0	09/18/25	09/18/25	Addendum 02
089119	FIXED LOUVERS	0	08/26/25	08/26/25	Issue for Bidding & Permit
09 - Finishes					
092216	NON-STRUCTURAL METAL FRAMING	0	08/26/25	08/26/25	Issue for Bidding & Permit
092900	GYPSUM BOARD	0	08/26/25	08/26/25	Issue for Bidding & Permit
093000	TILING	1	08/26/25	08/26/25	Issue for Bidding & Permit
095113	ACOUSTICAL PANEL CEILINGS	1	08/26/25	08/26/25	Issue for Bidding & Permit
095426	SUSPENDED WOOD CEILINGS	1	08/26/25	08/26/25	Issue for Bidding & Permit
096513	RESILIENT BASE AND ACCESSORIES	1	08/26/25	08/26/25	Issue for Bidding & Permit
096519	RESILIENT TILE FLOORING	1	08/26/25	08/26/25	Issue for Bidding & Permit
096536	STATIC-CONTROL RESILIENT FLOORING	1	08/26/25	08/26/25	Issue for Bidding & Permit
096566	RESILIENT ATHLETIC FLOORING	1	08/26/25	08/26/25	Issue for Bidding & Permit
096623	RESINOUS MATRIX TERRAZZO FLOORING	1	08/26/25	08/26/25	Issue for Bidding & Permit
096723	RESINOUS FLOORING	1	08/26/25	08/26/25	Issue for Bidding & Permit
096813	TILE CARPETING	1	08/26/25	08/26/25	Issue for Bidding & Permit
097200	WALL COVERINGS	1	08/26/25	08/26/25	Issue for Bidding & Permit
097723	FABRIC-WRAPPED PANELS	1	08/26/25	08/26/25	Issue for Bidding & Permit
097733	FELT ACOUSTICAL PANELS	1	08/26/25	08/26/25	Issue for Bidding & Permit
099113	EXTERIOR PAINTING	0	08/26/25	08/26/25	Issue for Bidding & Permit
099124	INTERIOR PAINTING	1	08/26/25	08/26/25	Issue for Bidding & Permit
099301	STAINING AND TRANSPARENT FINISHING (MPI STANDARDS)	0	08/26/25	08/26/25	Issue for Bidding & Permit
099600	HIGH-PERFORMANCE COATINGS	1	08/26/25	08/26/25	Issue for Bidding & Permit
10 - Specialties					
101100	VISUAL DISPLAY UNITS	1	08/26/25	08/26/25	Issue for Bidding & Permit
101146	VISUAL DISPLAY FABRICS	1	08/26/25	08/26/25	Issue for Bidding & Permit

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101419	DIMENSIONAL LETTER SIGNAGE	1	08/26/25	08/26/25	Issue for Bidding & Permit
102113.19	PLASTIC TOILET COMPARTMENTS	0	08/26/25	08/26/25	Issue for Bidding & Permit
102213	WIRE MESH PARTITIONS	1	08/26/25	08/26/25	Issue for Bidding & Permit
102239	FOLDING PANEL PARTITIONS	1	08/26/25	08/26/25	Issue for Bidding & Permit
102600	WALL AND DOOR PROTECTION	1	08/26/25	08/26/25	Issue for Bidding & Permit
102800	TOILET, BATH, AND LAUNDRY ACCESSORIES	0	08/26/25	08/26/25	Issue for Bidding & Permit
104413	FIRE EXTINGUISHER CABINETS	0	08/26/25	08/26/25	Issue for Bidding & Permit
104416	FIRE EXTINGUISHERS	0	08/26/25	08/26/25	Issue for Bidding & Permit
105113	METAL EVIDENCE LOCKERS	1	09/18/25	09/18/25	Addendum 02
107300	PROTECTIVE COVERS	0	08/26/25	08/26/25	Issue for Bidding & Permit
107529	PLAZA-MOUNTED FLAGPOLES	0	08/26/25	08/26/25	Issue for Bidding & Permit
11 - Equipment					
111943	DETENTION FURNISHINGS AND EQUIPMENT	0	08/26/25	08/26/25	Issue for Bidding & Permit
111946	DETENTION TOILET ACCESSORIES	0	08/26/25	08/26/25	Issue for Bidding & Permit
113013	RESIDENTIAL APPLIANCES	1	08/26/25	08/26/25	Issue for Bidding & Permit
115313	LABORATORY FUME HOODS	0	08/26/25	08/26/25	Issue for Bidding & Permit
12 - Furnishings					
122200	CURTAINS AND DRAPES	0	08/26/25	08/26/25	Issue for Bidding & Permit
122413	ROLLER WINDOW SHADES	1	08/26/25	08/26/25	Issue for Bidding & Permit
123553.13	METAL LABORATORY CASEWORK	0	08/26/25	08/26/25	Issue for Bidding & Permit
123616	METAL COUNTERTOPS	0	08/26/25	08/26/25	Issue for Bidding & Permit
123661.16	SOLID SURFACING COUNTERTOPS	1	08/26/25	08/26/25	Issue for Bidding & Permit
123661.19	QUARTZ AGGLOMERATE COUNTERTOPS	0	08/26/25	08/26/25	Issue for Bidding & Permit
13 - Special Construction					
13 70 00	BULLET RESISTANT FIBERGLASS PANELS	0	09/08/25	09/08/25	Addendum 01
14 - Conveying Equipment					
142100	ELECTRIC TRACTION ELEVATORS	0	08/26/25	08/26/25	Issue for Bidding & Permit
21 - Fire Suppression					
21 00 00	FIRE SUPPRESSION GENERAL REQUIREMENTS	0	08/26/25	08/26/25	Issue for Bidding & Permit
21 05 00	GROUT FOR FIRE SUPPRESSION APPLICATIONS	0	08/26/25	08/26/25	Issue for Bidding & Permit
21 05 13	COMMON MOTOR REQUIREMENTS FOR FIRE SUPPRESSION EQUIPMENT	0	08/26/25	08/26/25	Issue for Bidding & Permit
21 05 17	SLEEVES AND SLEEVE SEALS FOR FIRE-PROTECTION PIPING	0	08/26/25	08/26/25	Issue for Bidding & Permit
21 05 18	ESCUTCHEONS FOR FIRE-SUPPRESSION PIPING	0	08/26/25	08/26/25	Issue for Bidding & Permit
21 05 29	HANGERS AND SUPPORTS FOR FIRE PROTECTION PIPING AND EQUIPMENT	0	08/26/25	08/26/25	Issue for Bidding & Permit
21 05 48	VIBRATION AND SEISMIC CONTROLS FOR FIRE-SUPPRESSION PIPING AND	0	08/26/25	08/26/25	Issue for Bidding & Permit
21 05 53	IDENTIFICATION FOR FIRE-SUPPRESSION PIPING AND EQUIPMENT	0	08/26/25	08/26/25	Issue for Bidding & Permit
21 13 13	WET-PIPE SPRINKLER SYSTEMS	0	08/26/25	08/26/25	Issue for Bidding & Permit

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21 13 16	DRY-PIPE SPRINKLER SYSTEMS	0	08/26/25	08/26/25	Issue for Bidding & Permit
21 22 00	CLEAN-AGENT FIRE-EXTINGUISHING SYSTEMS	0	08/26/25	08/26/25	Issue for Bidding & Permit
22 - Plumbing					
22 00 00	PLUMBING GENERAL REQUIREMENTS	0	08/26/25	08/26/25	Issue for Bidding & Permit
22 05 00	GROUT FOR PLUMBING APPLICATIONS	0	08/26/25	08/26/25	Issue for Bidding & Permit
22 05 13	COMMON MOTOR REQUIREMENTS FOR PLUMBING EQUIPMENT	0	08/26/25	08/26/25	Issue for Bidding & Permit
22 05 16	EXPANSION FITTINGS AND LOOPS FOR PLUMBING PIPING	0	08/26/25	08/26/25	Issue for Bidding & Permit
22 05 17	SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING	0	08/26/25	08/26/25	Issue for Bidding & Permit
22 05 18	ESCUTCHEONS FOR PLUMBING PIPING	0	08/26/25	08/26/25	Issue for Bidding & Permit
22 05 19	METERS AND GAGES FOR PLUMBING PIPING	0	08/26/25	08/26/25	Issue for Bidding & Permit
22 05 23	GENERAL-DUTY VALVES FOR PLUMBING PIPING	0	08/26/25	08/26/25	Issue for Bidding & Permit
22 05 29	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT	0	08/26/25	08/26/25	Issue for Bidding & Permit
22 05 48.13	VIBRATION CONTROLS FOR PLUMBING PIPING AND EQUIPMENT	0	08/26/25	08/26/25	Issue for Bidding & Permit
22 05 53	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT	0	08/26/25	08/26/25	Issue for Bidding & Permit
22 07 19	PLUMBING PIPING INSULATION	0	08/26/25	08/26/25	Issue for Bidding & Permit
22 11 16	DOMESTIC WATER PIPING	0	08/26/25	08/26/25	Issue for Bidding & Permit
22 11 19	DOMESTIC WATER PIPING SPECIALTIES	0	08/26/25	08/26/25	Issue for Bidding & Permit
22 11 24	FACILITY NATURAL-GAS PIPING	0	08/26/25	08/26/25	Issue for Bidding & Permit
22 13 16	SANITARY WASTE AND VENT PIPING	0	08/26/25	08/26/25	Issue for Bidding & Permit
22 13 19	SANITARY WASTE PIPING SPECIALTIES	0	08/26/25	08/26/25	Issue for Bidding & Permit
22 14 13	FACILITY STORM DRAINAGE PIPING	0	08/26/25	08/26/25	Issue for Bidding & Permit
22 14 23	STORM DRAINAGE PIPING SPECIALTIES	0	08/26/25	08/26/25	Issue for Bidding & Permit
22 15 13	GENERAL-SERVICE COMPRESSED-AIR PIPING	0	08/26/25	08/26/25	Issue for Bidding & Permit
22 15 19	GENERAL-SERVICE PACKAGED AIR COMPRESSORS AND RECEIVERS	0	08/26/25	08/26/25	Issue for Bidding & Permit
22 31 00	DOMESTIC WATER SOFTENERS	0	08/26/25	08/26/25	Issue for Bidding & Permit
22 34 00	FUEL-FIRED, DOMESTIC-WATER HEATERS	0	08/26/25	08/26/25	Issue for Bidding & Permit
22 40 00	PLUMBING FIXTURES	0	08/26/25	08/26/25	Issue for Bidding & Permit
22 45 00	EMERGENCY PLUMBING FIXTURES	0	08/26/25	08/26/25	Issue for Bidding & Permit
22 46 00	SECURITY PLUMBING FIXTURES	0	08/26/25	08/26/25	Issue for Bidding & Permit
23 - Heating, Ventilating, and Air Conditioning (HVAC)					
23 00 00	MECHANICAL GENERAL REQUIREMENTS	0	08/26/25	08/26/25	Issue for Bidding & Permit
23 05 00	GROUT FOR HVAC APPLICATIONS	0	08/26/25	08/26/25	Issue for Bidding & Permit
23 05 13	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT	0	08/26/25	08/26/25	Issue for Bidding & Permit
23 05 14	VARIABLE-FREQUENCY MOTOR CONTROLLERS	0	08/26/25	08/26/25	Issue for Bidding & Permit
23 05 16	EXPANSION FITTINGS AND LOOPS FOR HVAC PIPING	0	08/26/25	08/26/25	Issue for Bidding & Permit
23 05 17	SLEEVES AND SLEEVE SEALS FOR HVAC PIPING	0	08/26/25	08/26/25	Issue for Bidding & Permit
23 05 18	ESCUTCHEONS FOR HVAC PIPING	0	08/26/25	08/26/25	Issue for Bidding & Permit

Number	Description	Revision	Issued Date	Received Date	Set
23 05 19	METERS AND GAGES FOR HVAC PIPING	0	08/26/25	08/26/25	Issue for Bidding & Permit
23 05 23	GENERAL-DUTY VALVES FOR HVAC PIPING	0	08/26/25	08/26/25	Issue for Bidding & Permit
23 05 29	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT	0	08/26/25	08/26/25	Issue for Bidding & Permit
23 05 48.13	VIBRATION CONTROLS FOR HVAC	0	08/26/25	08/26/25	Issue for Bidding & Permit
23 05 53	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	0	08/26/25	08/26/25	Issue for Bidding & Permit
23 05 93	TESTING, ADJUSTING, AND BALANCING FOR HVAC	0	08/26/25	08/26/25	Issue for Bidding & Permit
23 07 13	HVAC DUCT INSULATION	0	08/26/25	08/26/25	Issue for Bidding & Permit
23 07 19	HVAC PIPING INSULATION	0	08/26/25	08/26/25	Issue for Bidding & Permit
23 08 00	COMMISSIONING OF HVAC	0	08/26/25	08/26/25	Issue for Bidding & Permit
23 09 23	DIRECT DIGITAL CONTROL (DDC) SYSTEM FOR HVAC	1	09/08/25	09/08/25	Addendum 01
23 21 13	HYDRONIC PIPING	0	08/26/25	08/26/25	Issue for Bidding & Permit
23 21 16	HYDRONIC PIPING SPECIALTIES	0	08/26/25	08/26/25	Issue for Bidding & Permit
23 21 23	HYDRONIC PUMPS	0	08/26/25	08/26/25	Issue for Bidding & Permit
23 31 13	METAL DUCTS	0	08/26/25	08/26/25	Issue for Bidding & Permit
23 33 00	AIR DUCT ACCESSORIES	0	08/26/25	08/26/25	Issue for Bidding & Permit
23 33 46	FLEXIBLE DUCTS	0	08/26/25	08/26/25	Issue for Bidding & Permit
23 34 23	HVAC POWER VENTILATORS	0	08/26/25	08/26/25	Issue for Bidding & Permit
23 36 00	AIR TERMINAL UNITS	0	08/26/25	08/26/25	Issue for Bidding & Permit
23 37 13	DIFFUSERS, REGISTERS, AND GRILLES	0	08/26/25	08/26/25	Issue for Bidding & Permit
23 37 23	HVAC GRAVITY VENTILATORS	0	08/26/25	08/26/25	Issue for Bidding & Permit
23 52 16	CONDENSING BOILERS	0	08/26/25	08/26/25	Issue for Bidding & Permit
23 55 23.13	LOW-INTENSITY, GAS-FIRED, RADIANT HEATERS	0	08/26/25	08/26/25	Issue for Bidding & Permit
23 64 23	HEAT RECOVERY SCROLL WATER CHILLERS	1	09/08/25	09/08/25	Mark Up
23 64 23.13	AIR-COOLED, SCROLL WATER CHILLERS	1	09/08/25	09/08/25	Addendum 01
23 73 13.13	OUTDOOR AIR-HANDLING UNITS	1	09/08/25	09/08/25	Addendum 01
23 81 23.12	LARGE CAPACITY, COMPUTER-ROOM AIR-CONDITIONERS, FLOOR-MOUNTED UNITS	1	09/08/25	09/08/25	Mark Up
23 81 29	VARIABLE REFRIGERANT DUCTLESS SPLIT SYSTEMS	0	08/26/25	08/26/25	Issue for Bidding & Permit
23 82 39.16	PROPELLER UNIT HEATERS	0	08/26/25	08/26/25	Issue for Bidding & Permit
23 82 39.19	WALL AND CEILING UNIT HEATERS	0	08/26/25	08/26/25	Issue for Bidding & Permit
23 84 13.29	SELF-CONTAINED STEAM HUMIDIFIERS	0	08/26/25	08/26/25	Issue for Bidding & Permit
26 - Electrical					
26 00 10	ELECTRICAL GENERAL REQUIREMENTS	0	08/26/25	08/26/25	Issue for Bidding & Permit
26 00 15	SUBMITTALS	0	08/26/25	08/26/25	Issue for Bidding & Permit
26 00 20	BASIC ELECTRICAL MATERIALS AND METHODS	0	08/26/25	08/26/25	Issue for Bidding & Permit
26 05 19	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	0	08/26/25	08/26/25	Issue for Bidding & Permit
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	0	08/26/25	08/26/25	Issue for Bidding & Permit
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	0	08/26/25	08/26/25	Issue for Bidding & Permit

Number	Description	Revision	Issued Date	Received Date	Set
26 05 33	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	0	08/26/25	08/26/25	Issue for Bidding & Permit
26 05 36	CABLE TRAYS FOR ELECTRICAL SYSTEMS	0	08/26/25	08/26/25	Issue for Bidding & Permit
26 05 43	UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS	0	08/26/25	08/26/25	Issue for Bidding & Permit
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS	0	08/26/25	08/26/25	Issue for Bidding & Permit
26 05 72	SHORT-CIRCUIT, OVERCURRENT PROTECTIVE DEVICE COORDINATION, AND ARC FLASH STUDY	0	08/26/25	08/26/25	Issue for Bidding & Permit
26 05 81	MANHOLES, HANDHOLES AND UNDERGROUND PULL BOXES	0	08/26/25	08/26/25	Issue for Bidding & Permit
26 09 23	LIGHTING CONTROL DEVICES	0	08/26/25	08/26/25	Issue for Bidding & Permit
26 22 13	LOW-VOLTAGE DISTRIBUTION TRANSFORMERS	0	08/26/25	08/26/25	Issue for Bidding & Permit
26 24 13	SWITCHBOARDS	0	08/26/25	08/26/25	Issue for Bidding & Permit
26 24 16	PANELBOARDS	0	08/26/25	08/26/25	Issue for Bidding & Permit
26 27 13	ELECTRICITY METERING	0	08/26/25	08/26/25	Issue for Bidding & Permit
26 27 26	WIRING DEVICES	0	08/26/25	08/26/25	Issue for Bidding & Permit
26 28 13	FUSES	0	08/26/25	08/26/25	Issue for Bidding & Permit
26 28 16	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	0	08/26/25	08/26/25	Issue for Bidding & Permit
26 28 17	ELEVATOR SAFETY SWITCHES	0	08/26/25	08/26/25	Issue for Bidding & Permit
26 29 13	ENCLOSED CONTROLLERS	0	08/26/25	08/26/25	Issue for Bidding & Permit
26 32 13.11	DIESEL ENGINE DRIVEN GENERATOR SYSTEM	0	08/26/25	08/26/25	Issue for Bidding & Permit
26 36 00	TRANSFER SWITCHES	1	09/08/25	09/08/25	Addendum 01
26 41 13	LIGHTNING PROTECTION FOR STRUCTURES	0	08/26/25	08/26/25	Issue for Bidding & Permit
26 43 13	SURGE PROTECTION FOR LOW-VOLTAGE ELECTRICAL POWER CIRCUITS	0	08/26/25	08/26/25	Issue for Bidding & Permit
26 51 19	LED INTERIOR LIGHTING	0	08/26/25	08/26/25	Issue for Bidding & Permit
26 52 13	EMERGENCY AND EXIT LIGHTING	0	08/26/25	08/26/25	Issue for Bidding & Permit
26 56 13	LIGHTING POLES AND STANDARDS	0	08/26/25	08/26/25	Issue for Bidding & Permit
26 56 19	LED EXTERIOR LIGHTING	0	08/26/25	08/26/25	Issue for Bidding & Permit
27 - Communications					
270500	COMMON WORK RESULTS FOR TELECOMMUNICATIONS	1	08/26/25	08/26/25	Issue for Bidding & Permit
270526	GROUNDING AND BONDING FOR TELECOMMUNICATIONS	1	08/26/25	08/26/25	Issue for Bidding & Permit
270536	CABLE TRAYS FOR COMMUNICATIONS SYSTEMS	1	08/26/25	08/26/25	Issue for Bidding & Permit
271116	CABINETS AND ENCLOSURES FOR TELECOMMUNICATIONS	1	08/26/25	08/26/25	Issue for Bidding & Permit
271300	BACKBONE CABLING FOR TELECOMMUNICATIONS	1	08/26/25	08/26/25	Issue for Bidding & Permit
271500	HORIZONTAL CABLING FOR TELECOMMUNICATIONS	1	08/26/25	08/26/25	Issue for Bidding & Permit
274100	COMMON WORK RESULTS FOR AUDIOVISUAL SYSTEMS	1	08/26/25	08/26/25	Issue for Bidding & Permit
274103	CONDUCTORS AND CABLING FOR AUDIOVISUAL SYSTEMS	1	08/26/25	08/26/25	Issue for Bidding & Permit
274105	CABINETS AND ENCLOSURES FOR AUDIOVISUAL SYSTEMS	1	08/26/25	08/26/25	Issue for Bidding & Permit
274107	HORIZONTAL CABLING FOR AUDIO/VISUAL SYSTEMS	1	08/26/25	08/26/25	Issue for Bidding & Permit
274110	INTEGRATED CONTROL SYSTEMS FOR AUDIOVISUAL SYSTEMS	1	08/26/25	08/26/25	Issue for Bidding & Permit
274130	VIDEO FOR AUDIOVISUAL SYSTEMS	1	08/26/25	08/26/25	Issue for Bidding & Permit

Number	Description	Revision	Issued Date	Received Date	Set
274140	AUDIO FOR AUDIOVISUAL SYSTEMS	1	08/26/25	08/26/25	Issue for Bidding & Permit
28 - Electronic Safety and Security					
28 05 00	COMMON WORK RESULTS FOR ELECTRONIC SAFETY AND SECURITY	0	08/26/25	08/26/25	Issue for Bidding & Permit
28 05 13	CONDUCTORS AND CABLING FOR ELECTRONIC SECURITY	1	08/26/25	08/26/25	Issue for Bidding & Permit
28 13 00	ACCESS CONTROL SYSTEM FOR ELECTRONIC SECURITY	1	08/26/25	08/26/25	Issue for Bidding & Permit
28 23 13	VIDEO SURVEILLANCE SYSTEM FOR ELECTRONIC SECURITY	2	09/18/25	09/18/25	Addendum 02
28 31 11	DIGITAL, ADDRESSABLE FIRE-ALARM SYSTEM	0	08/26/25	08/26/25	Issue for Bidding & Permit
31 - Earthwork					
31 50 00	RAMMED AGGREGATE PIER FOUNDATION SYSTEMS	0	09/18/25	09/18/25	Addendum 02
32 - Exterior Improvements					
321400	UNIT PAVING	0	08/26/25	08/26/25	Issue for Bidding & Permit
323300	SITE FURNISHINGS	2	09/18/25	09/18/25	Addendum 02
329113	SOIL PREPARATION	1	08/26/25	08/26/25	Issue for Bidding & Permit
329200	TURF AND GRASSES	1	08/26/25	08/26/25	Issue for Bidding & Permit
329300	PLANTS	1	08/26/25	08/26/25	Issue for Bidding & Permit

ROAD IMPACT FEE INSTALLMENT AGREEMENT

Cross Referenced to Instrument No. 2024007922

Elm Real Estate Construction LLC (the "Applicant") makes the following commitments (the "Commitments") to the City of Westfield, Hamilton County, Indiana ("City") regarding the installment payments for the Road Impact Fees properly assessed on the following described real estate (the "Real Estate") located in Hamilton County, Indiana:

Section 1. **Description of Real Estate:** See attached Exhibit A (the "Real Estate").

Address: 550 E. 181st Street, Westfield, IN 46074

Parcel Nos: 08-05-35-00-00-009.000

Section 2. **Improvement Location Permit Nos.:** 24-C-017-1181 (the "ILP").

Builder/Contractor: Poindexter Excavating

Section 3. **Statement of Terms:**

- A. As part of the development of the Real Estate, road impact fees are required to be paid to the City by the Applicant. In accordance with City Ordinance 17-43, the City assessed a road impact fee of **\$582,983.00** on January 31, 2023, attached hereto as Exhibit B (23-RIFA-04) (the "Assessed Road Impact Fee"), as part of the Applicant's filed ILP for the Real Estate.
- B. Pursuant to I.C. 36-7-4-1324 the City agrees to installment payments of the Assessed Road Impact Fees as set forth herein.
- C. Prior to the issuance of the ILP, the Applicant agrees to tender \$5,000.00 (Five-Thousand Dollars) or five percent (5%), whichever is greater.
- D. Pursuant to I.C. 36-7-4-1324 the City will charge six percent (6.5%) interest on an annual basis, only on the portion of the impact fee that is outstanding.
- E. Pursuant to I.C. 36-7-4-1324 the City may charge a ten percent (10%) penalty on any installment which is not paid by the payable due date set forth in Section F. This penalty will be assessed only to the installment amount which is overdue and is a one-time charge for that installment. Interest in the amount described in Section D may also be charged on the penalty amount in accordance with I.C. 36-7-4-1324.
- F. The Applicant agrees to make installment payments to the City for the remaining Assessed Road Impact Fee on or before the dates set forth below. The remaining amounts shall be due in equal payments beginning October 12, 2026, and every year thereafter, in accordance with the following:

Issuance of ILP:	\$29,149.15
October 12, 2026:	\$133,271.55
October 12, 2027:	\$133,271.55
October 12, 2028:	\$133,271.55
October 12, 2029:	\$133,271.55
October 12, 2030:	\$133,271.55
Total Road Impact Fee:	\$695,506.90

G. The Applicant is aware and agrees that a lien is placed upon the Real Estate pursuant to I.C. 36-7-4-1325 and the City reserves all rights of collection thereunder.

Section 4. Binding on Successors and Assigns:

This Agreement is binding upon each subsequent owner of the Real Estate, each other person acquiring an interest in the Real Estate, and each user of the Real Estate, unless modified or terminated by the City.

Section 5. Effective Date:

This Agreement is effective upon the issuance of the ILP and shall continue in effect until the Assessed Road Impact Fees are paid in full or unless modified or terminated in writing by the City.

Section 6. Recording:


The undersigned hereby authorizes the Westfield Community Development Department to record this Agreement in the Office of the Recorder of Hamilton County, Indiana, if desired by the City.

Section 7. Enforcement:

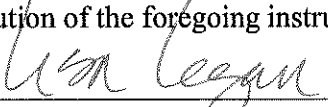
This Agreement may be enforced by the City of Westfield, and the only proper venue shall be the Hamilton Circuit or Superior Courts in Hamilton County, Indiana.

[Remainder of page intentionally left blank;
Signature page follows.]

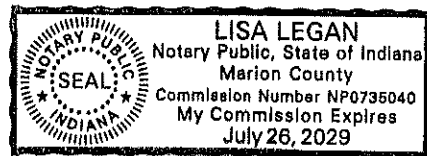
Elm Real Estate Construction LLC (the "Applicant")

By: 
Printed Name: ROBERT J. PASANESI II
Title: CHIEF EXECUTIVE OFFICER
Date: SEPTEMBER 18, 2025

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the above party, who having been duly sworn acknowledged the execution of the foregoing instrument.


SIGNATURE OF NOTARY PUBLIC

State of Indiana, County of Marion, SS:
Subscribed and Sworn before me this 18th day of Sept, 2025.
Printed Name of Notary Public Lisa Legan
My Commission Expires 7-26-29



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law: Michael Pearce, City Engineer.

Prepared by: Chad Mills, Senior Project Manager
City of Westfield
2728 East 171st Street,
Westfield, IN 46074
(317) 439-6602

**CITY OF WESTFIELD
BOARD OF PUBLIC WORKS & SAFETY**

Nick Barbknecht

Chuck Lehman

Scott Willis

ATTEST:

Pat Leuteritz, Office Administrator

Exhibit A
Real Estate

LEGAL DESCRIPTION

WHEELER LANDING SECTION 2 BLOCK F IRREGULAR SHAPE AS
PART OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP
19 NORTH, RANGE 3 EAST IN WASHINGTON TOWNSHIP, HAMILTON
COUNTY, INDIANA.

Exhibit B Assessed Road Impact Fee

ROAD IMPACT FEE ASSESSMENT

Assessment Request #: 23-RIFA-04
 Assessment Date: 01/31/23
 Assessment Performed by: Caleb Ernest
 (I.C. 36-7-4-1321, and City Ordinance No. 17-43)



Property Information:		Applicant Information:	
Property Description:		Name: KCG Companies	
Parcel: 08-05-35-00-00-009.000		Address: 9311 N. Meridian St., Suite 100	
Address: NWC 181st St. and Grand Park Blvd. Westfield, IN 46074		Indianapolis, IN 46260	
		317-987-2213	
		Email: rohin.singh@kcgcompanies.com	

Development Information:	
Existing: undeveloped/vacant	Proposed: 318 multi-family dwelling units 16.0 acres {2 four-story buildings, 5 three-story buildings}
Zoning: Wheeler Landing PUD	

Road Impact Fee Calculation:

In accordance with I.C. 36-7-4-1321 and the City's adopted impact fee ordinance, road impact fees are calculated based on the number of twenty-four-hour trips taken from the latest version of the *Trip Generation Manual*, a study published by the Institute of Transportation Engineers (the following were developed based on the guidelines set forth in the 10th Edition).

Land Use Code:	Multifamily Housing (Mid-Rise) (221)
Independent Variable:	318 units
Weighted Trip Average:	5.44 per 1 unit (average weekday 24-hour trip rate)

Trips:
A "trip" is a single or one-direction vehicle movement exiting or entering the site. For trip generation purposes, the total trips for a 24-hour period are the total of all trips entering plus all trips exiting a site during this period (e.g., one vehicle in and out of site equals two trips).

Pass-by Trips:
A pass-by trip is a trip made as an intermediate stop from an origin to a primary destination, and is generally a trip attracted from traffic already passing the site on an adjacent street. Trip generation estimates may be able to be reduced, subject to the land use, its context and available data from the Trip Generation Manual. If appropriate, the calculation below takes pass-by trips into consideration.

Calculation:

Trips:	unit	Variable	Trip Average	=	1,729.92 24-hour trips
	318	1	5.44		
Pass-by Trips:	Average pass-by trip percentage:		0% pass-by trip reduction %		0.00 pass-by trips
Credits:	Two Single-family homes to be demolished		0.00 demolition credits		
	Total net trips:				1,729.92 24-hour trips

Road Impact Fee: \$337 per trip (effective 01/01/2022 through 12/31/2022)

Road Impact Fee Assessment:						Total Road Impact Fee:
24-hour trips	fee per trip	road impact fee	pass-by trip discount	redevelopment credits		
1,729.92	x \$337	= \$ 582,983	\$ -	\$ -	=	\$ 582,983

X	This is being provided as an assessment of the road impact fees due for the development. Road impact fees are due by the applicant upon the City's issuance of an improvement location permit for this development. Please provide a copy of this assessment with any Improvement Location Permit application made with the City regarding this property.
	This is being provided as an estimate for informational purposes only at the request of the applicant and is not binding upon the applicant or the City. The actual assessment of road impact fees for this development is subject to change.



October 15, 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:

- The Peterson Company, LLC, Vikan North America Headquarters, Bond #30253734, \$196,487.50, Storm Sewer
- The Peterson Company, LLC, Vikan North America Headquarters, Bond #30253736, \$299,306.70, ROW Improvements
- The Peterson Company, LLC, Vikan North America Headquarters, Bond #30253735, \$116,716.60, Erosion Control
- Lennar Homes of Indiana, LLC, The Towns of Chatham, Section 1, Bond #024289233, \$211,722.00, Curbs
- Lennar Homes of Indiana, LLC, The Towns of Chatham, Section 1, Bond #024289229, \$771,271.00, Streets
- Lennar Homes of Indiana, LLC, The Towns of Chatham, Section 1, Bond #024289234, \$857,810.00, Storm Sewer & SSD
- Lennar Homes of Indiana, LLC, The Towns of Chatham, Section 1, Bond #024289232, \$84,392.00, Common Walks
- Lennar Homes of Indiana, LLC, The Towns of Chatham, Section 1, Bond #024289231, \$150,539.00, Asphalt Path
- Boyle Construction Management, Inc., Grand Park Village Self-Storage, Bond #2370909, \$446,187.13, Streets/Curbs, Storm Sewer, Sidewalk, Trail, Erosion Control & ROW Improvements
- Shiel Sexton Company, Inc., SEP Parking Lot Expansion, Bond #30236834, \$40,022.40, Storm & Erosion Control

Maintenance Bond Acceptance

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

- Johannigman Excavating, Inc., The Townes at Grand Park Village, Bond #101535012, \$59,331.50, Storm Sewer & SSD
- E & B Paving, LLC, The Townes at Grand Park Village, Bond #30256791, \$50,627.80, Asphalt Onsite Paving

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:

- Platinum Properties Management Company, LLC, Bordeaux Walk, Section 2, Bond #3739860, \$22,300.00, Storm Sewers & Subsurface Drains
- Sitecrete, LLC, Bordeaux Walk, Section 2, Bond #30131901, \$175.00, Common Area Sidewalk
- Sitecrete, LLC, Bordeaux Walk, Section 2, Bond #30131900, \$2,259.00, Curbs
- Harding Asphalt, LLC, d/b/a/ Harding Group, Bordeaux Walk, Section 2, Bond #7901071837, \$11,543.00, Streets

Letter of Credit

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

- NONE

Cash in Lieu

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

- NONE



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

Contact: Fire Chief

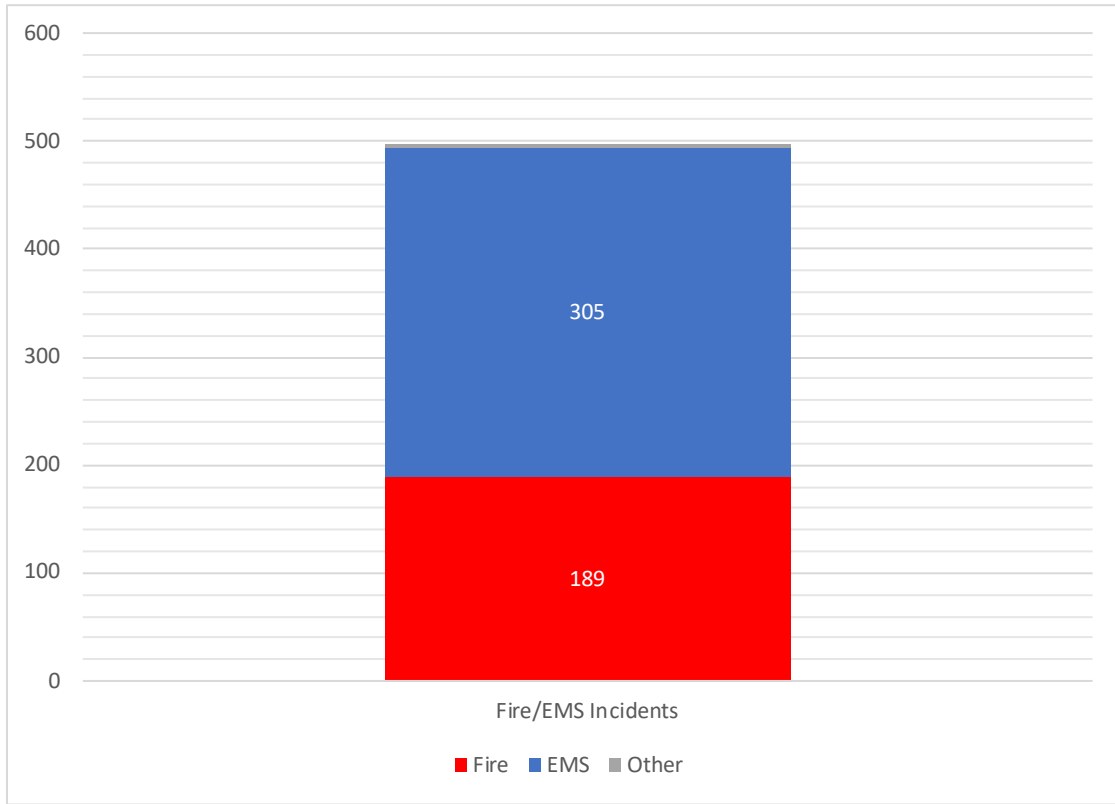
Rob Gaylor

Or Nikki Hartman

804-3304



Westfield Fire September 2025 Incident Statistics

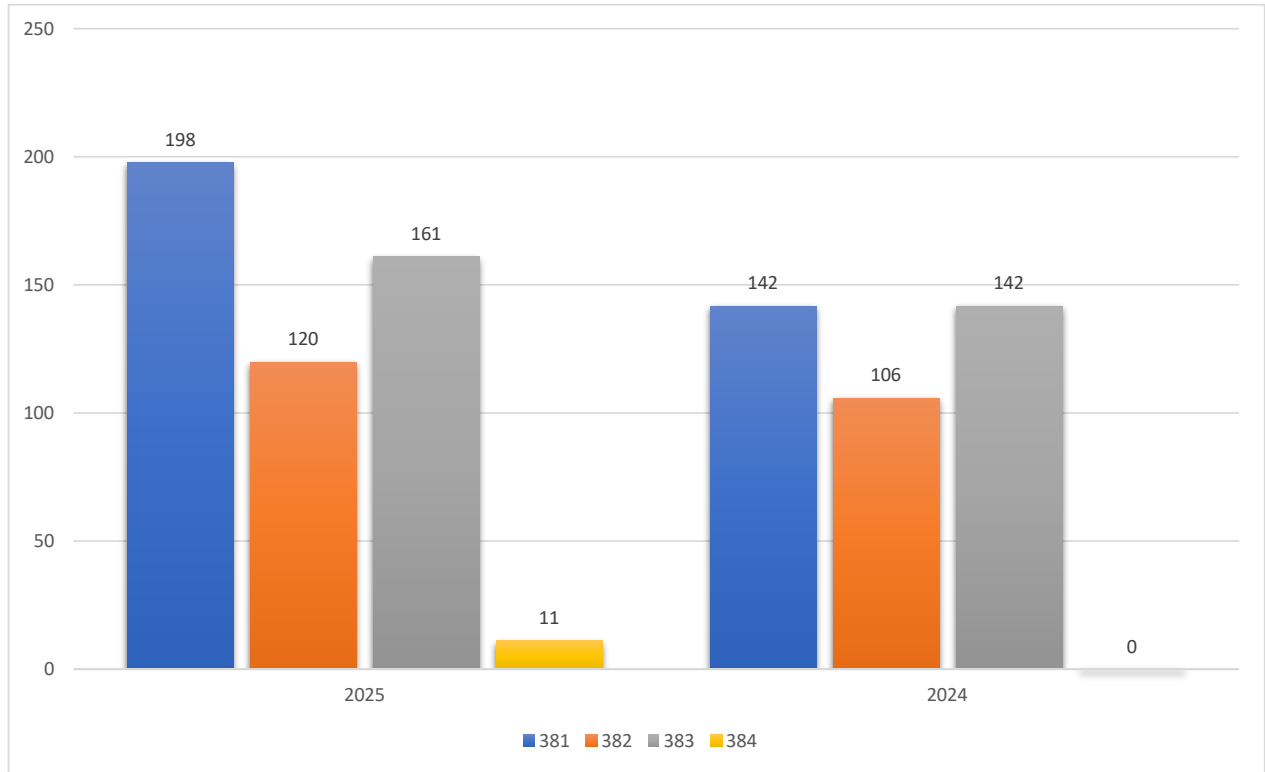


Fire/EMS Incidents		
Incident Type	Incident Counts	Percent of Total
EMS	305	61%
Fire	189	38%
Other	4	1%
Total:	498	

Average 17.17 responses per day. Average turnout time 1:06. And a total of 1145 apparatus response.



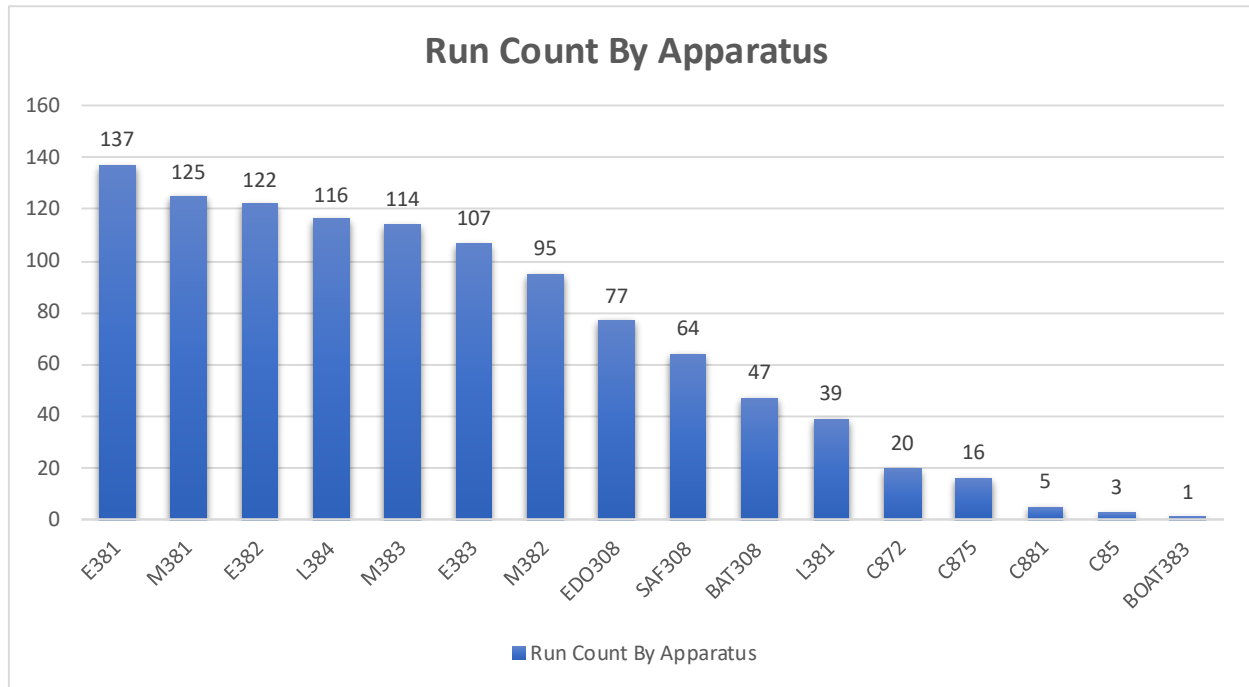
Westfield Fire September 2025 Incident Statistics



District Comparison - Month				
District	2025	2024	Difference	%
381	198	142	56	28%
382	120	106	14	12%
383	161	142	19	12%
384	11	0	11	100%
Unknown	0	0	0	
Total:	490	390	100	20.41%

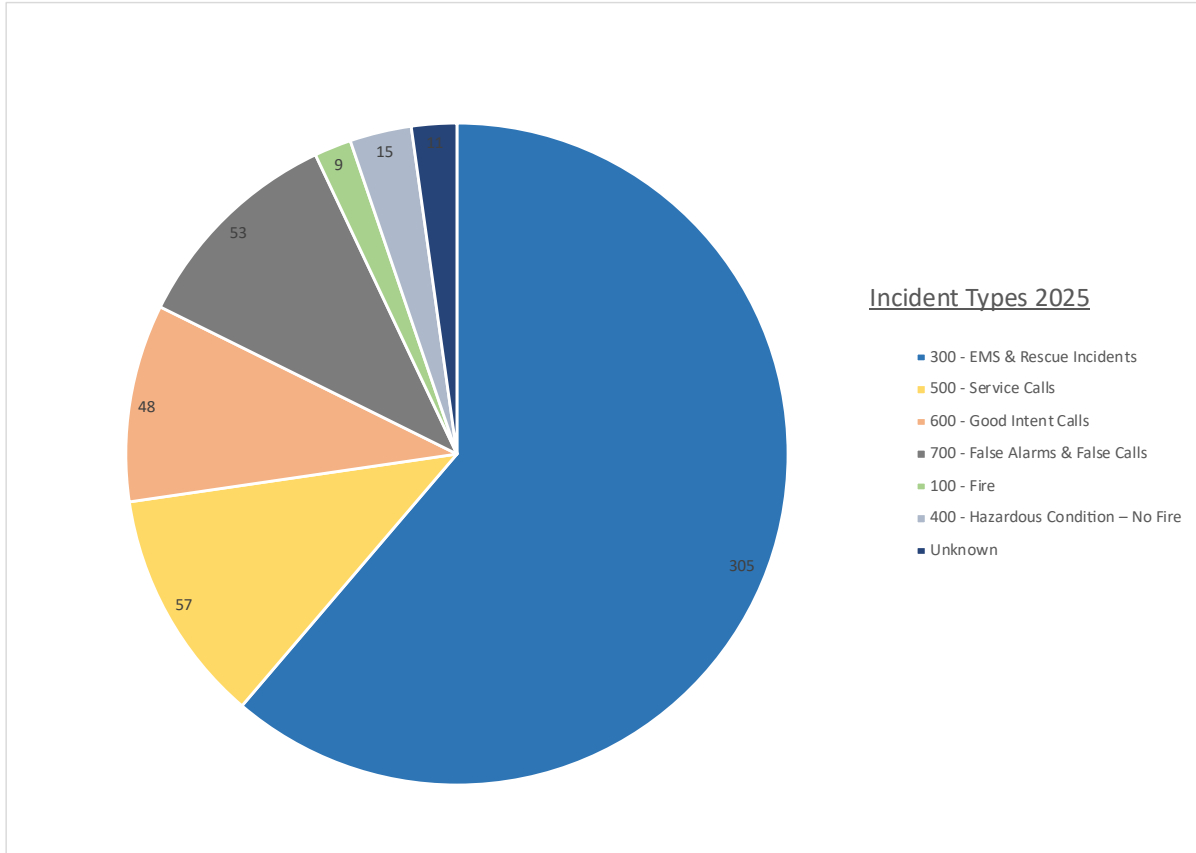


Westfield Fire September 2025 Incident Statistics





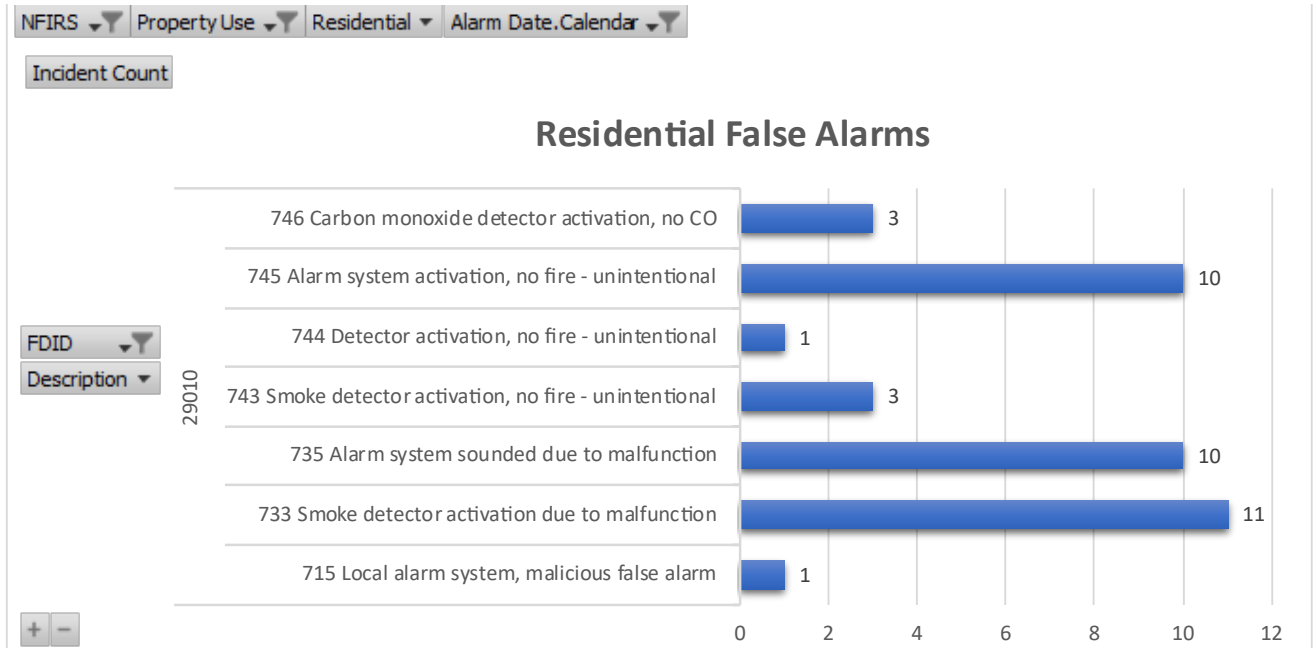
Westfield Fire September 2025 Incident Statistics



Incident Type	Count	Percent of calls
300 - EMS & Rescue Incidents	305	61%
500 - Service Calls	57	11%
600 - Good Intent Calls	48	10%
700 - False Alarms & False Calls	53	11%
100 - Fire	9	2%
400 - Hazardous Condition – No Fire	15	3%
Unknown	11	2%



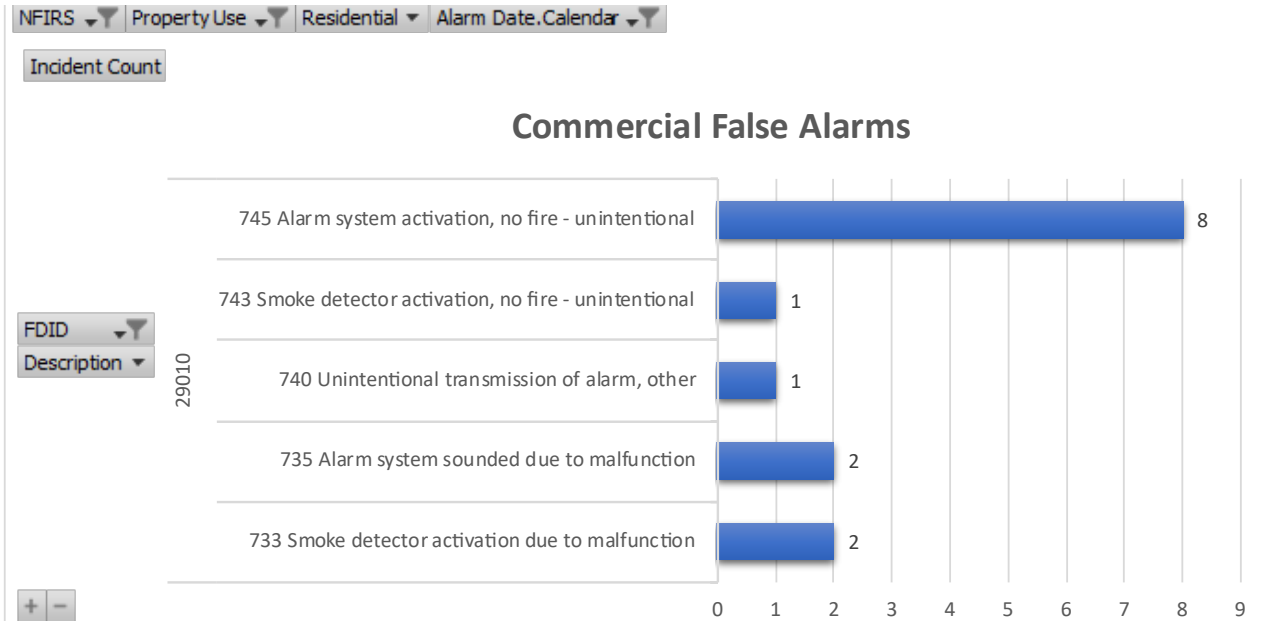
Westfield Fire September 2025 Incident Statistics



29 Residential Alarms



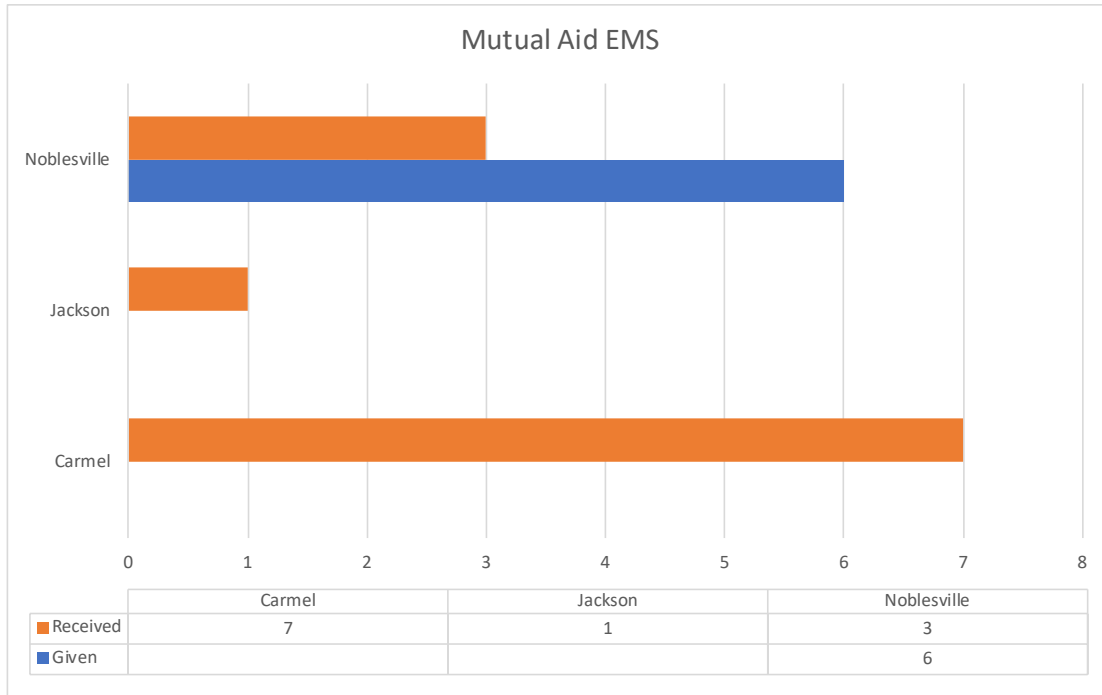
Westfield Fire September 2025 Incident Statistics



14 Commercial False Alarms

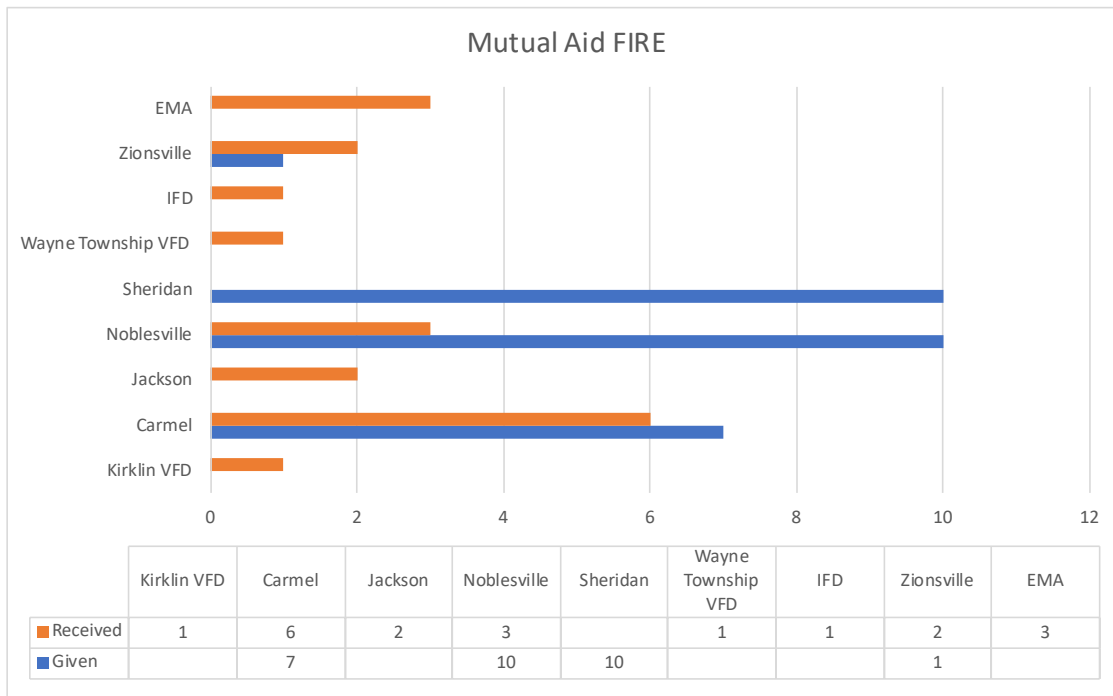


Westfield Fire September 2025 Incident Statistics



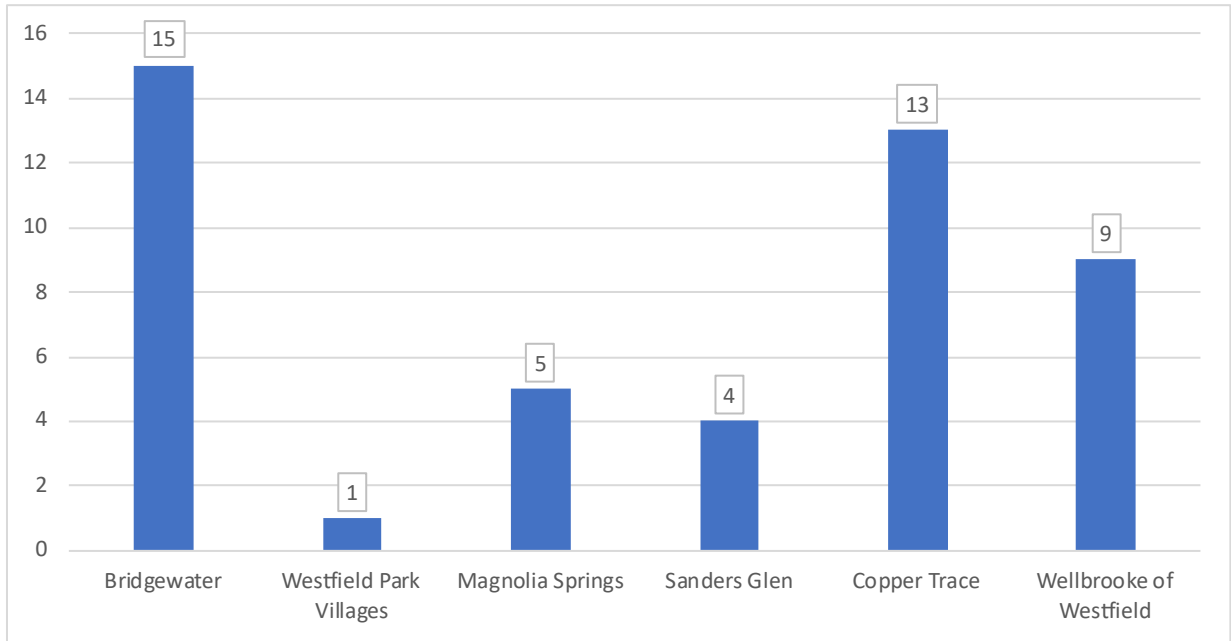


Westfield Fire September 2025 Incident Statistics

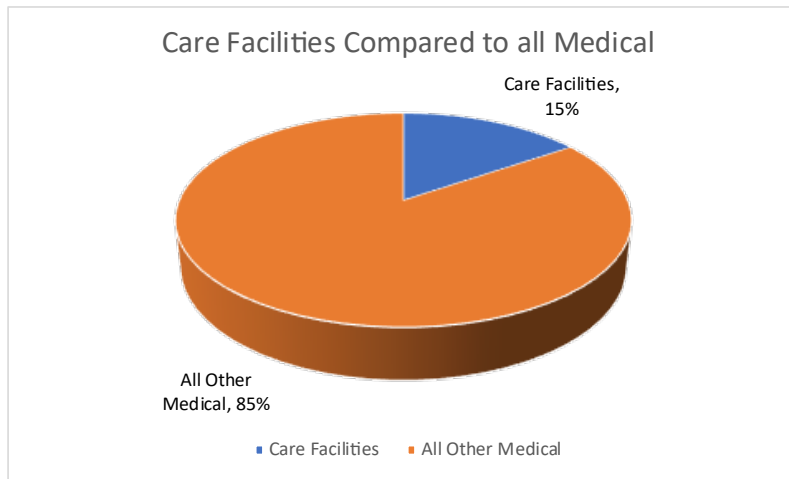




Westfield Fire September 2025 Incident Statistics



Care Facilities	Incident Totals
Bridgewater	15
Westfield Park Villages	1
Magnolia Springs	5
Sanders Glen	4
Copper Trace	13
Wellbrooke of Westfield	9
Total	47





Board of Public Works & Safety
September 2025

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WESTFIELD POLICE DEPARTMENT

September 2025

Events by Nature

Incident Type	Count
911 Hang Up	21
Abandoned Vehicle	9
Abandonment	0
Abuse / Neglect	3
Accident - Hit & Run PD	23
Accident - Hit & Run PI	0
Accident - Other	0
Accident - Property Damage	109
Accident - Personal Injury	15
Accident - Sinking Vehicle	0
Accident - Unknown	7
Accelerator Stuck	0
Active Assailant	0
Alarm - Other	5
Alarm - Vehicle	0
Alarm - Burglar	97
Alarm - Hold Up	12
Animal Bite / Attack	3
Animal Complaint	47
Assist Fire	48
Assist Other Department	27
Assist Public	66
Battery	4
Bike Patrol	10
Bomb Device Found	0
Bomb Threat	0
Burglary	3
Carjacking	0
Case Follow Up	182
Child Seat Inspection	8
Civil Dispute	27
Criminal Mischief	18
Damage to Property	0
Death Investigation	1
Directed Patrol	590
Disturbance	28
Domestic	0
Driving Complaint	257
Drug Complaint	9
Drug Lab	0
Escort	0
Fail to Return Comm Corrections	0
Fight	3
Firearms Shots Fired	0
Foot Patrols	262
Found / Lost Property	16
Found Person	3

WESTFIELD POLICE DEPARTMENT

September 2025

Events by Nature

Incident Type	Count
Fraud Prescription	1
Fraud / Deception	31
Harassment	29
Intoxicated Person	4
Investigation	25
Investigative Stop	2
Juvenile Complaint	23
K9 Detail	10
Kidnapping	0
Lock Out	43
Loud Party	2
Mental Emotional - Violent	5
Mental Emotial/Suicide Attempt	1
Mental Person	15
Miscellaneous	13
Missing Person	2
Missing Person - PLS	0
New Call	0
Nuisance	16
Ordinance Misc.	12
Parking Complaint	37
Physical Disturbance	16
Product Contamination	0
Reckless Activity	0
Road Rage	8
Robbery	0
Runaway	8
School Patrol	202
Security Check	496
Sex Offense	5
Shooting	1
Solicitor	3
Special Detail	1
Stabbing	0
Suicide	0
Suspicious Activity	121
Suspicious Package	0
Suspicious Person	0
Test	0
Theft	26
Theft - From a Vehicle	6
Theft - of a Vehicle	0
Theft Shoplifter	0
Threat to Life	12
Threatening Suicide	6
Tow Release	1

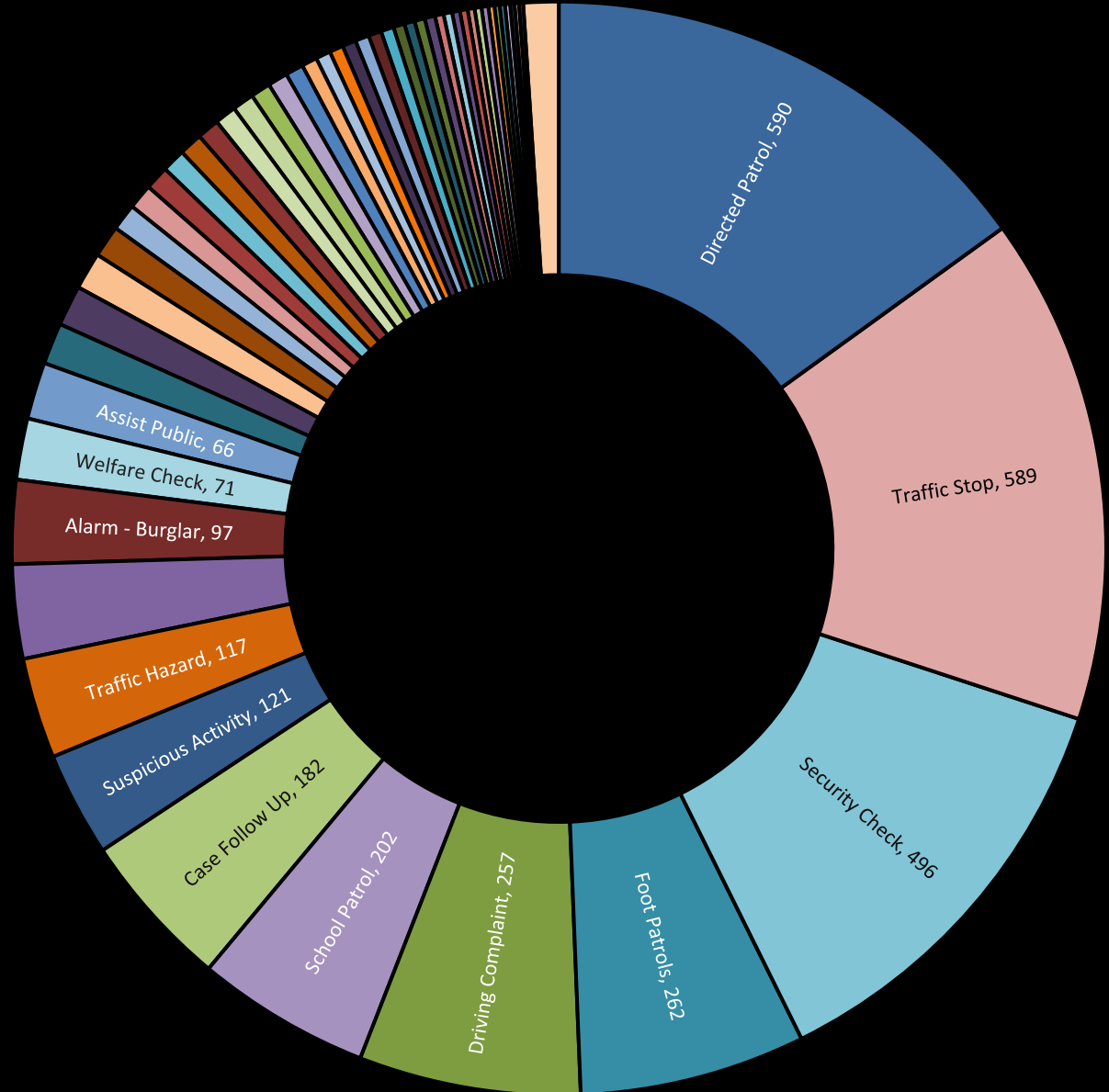
WESTFIELD POLICE DEPARTMENT

September 2025

Events by Nature

Incident Type	Count
Traffic Hazard	117
Transport	1
Trespassing	17
Traffic Stop	589
Unknown Call for Police	1
VIN Check	25
Wanted	0
Warrant Service	6
Weapons Complaint	1
Welfare Check	71
Total	3924

Monthly Events by Incident Type September 2025

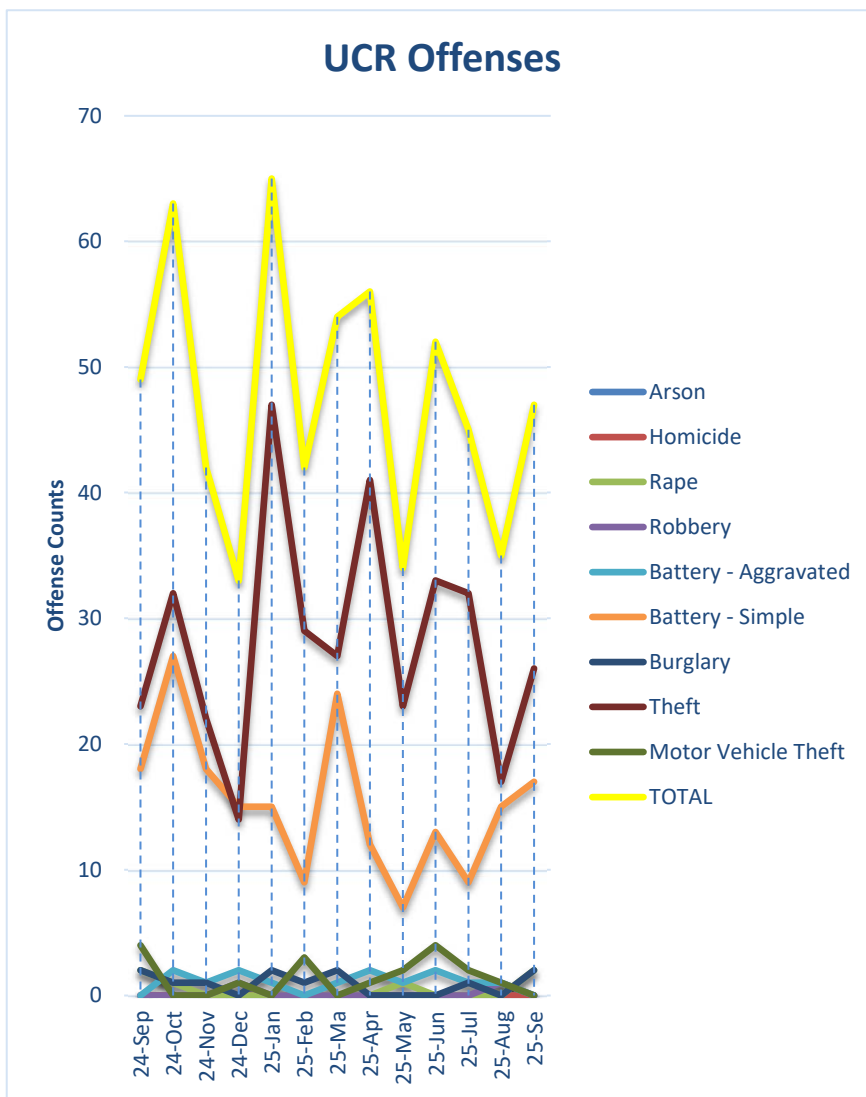


WESTFIELD POLICE DEPARTMENT

September 2025

UCR OFFENSES

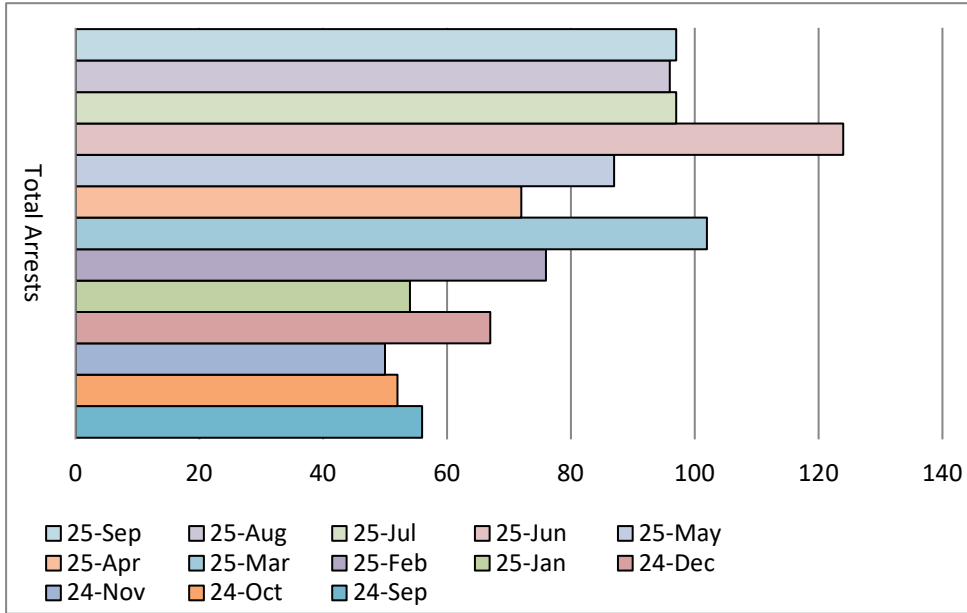
OFFENSE	24-Sep	24-Oct	24-Nov	24-Dec	25-Jan	25-Feb	25-Ma	25-Apr	25-Ma	25-Jun	25-Jul	25-Aug	25-Se
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	2	1	0	0	0	0	0	0	1	0	0	0	2
Robbery	0	0	0	1	0	0	0	0	0	0	0	1	0
Battery - Aggravated	0	2	1	2	1	0	1	2	1	2	1	1	0
Battery - Simple	18	27	18	15	15	9	24	12	7	13	9	15	17
Burglary	2	1	1	0	2	1	2	0	0	0	1	0	2
Theft	23	32	22	14	47	29	27	41	23	33	32	17	26
Motor Vehicle Theft	4	0	0	1	0	3	0	1	2	4	2	1	0
TOTAL	49	63	42	33	65	42	54	56	34	52	45	35	47



WESTFIELD POLICE DEPARTMENT

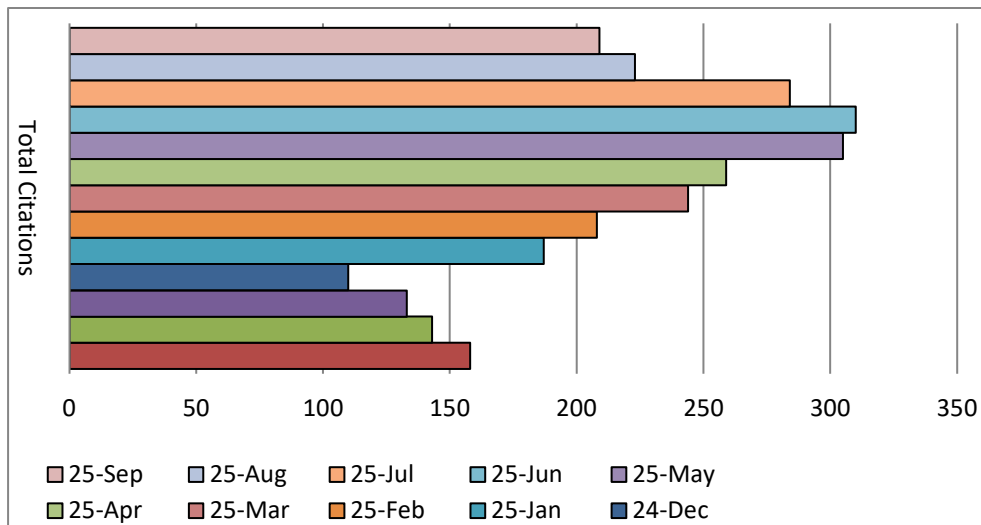
September 2025

Arrest Reports Taken	24-Sep	24-Oct	24-Nov	24-Dec	25-Jan	25-Feb	25-Mar	25-Apr	25-May	25-Jun	25-Jul	25-Aug	25-Sep
Alcohol/ Drug Related	15	13	13	21	8	17	17	19	22	19	9	28	27
Felony Charges	31	30	39	29	37	21	30	26	39	55	50	53	43
Misdemeanor Charges	54	64	60	70	70	89	96	74	104	130	107	111	116
Total Arrests	56	52	50	67	54	76	102	72	87	124	97	96	97



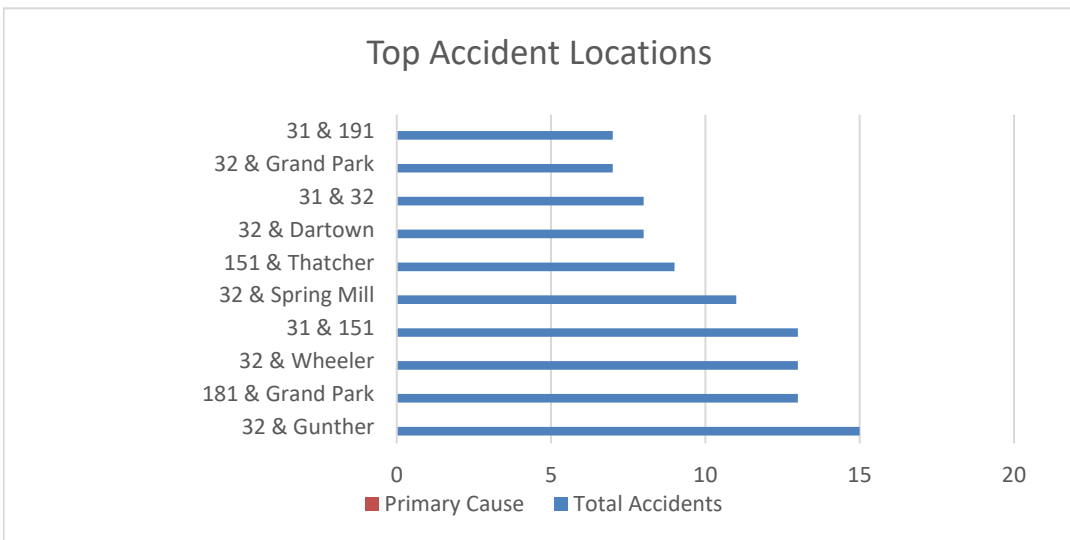
Traffic	24-Sep	24-Oct	24-Nov	24-Dec	25-Jan	25-Feb	25-Mar	25-Apr	25-May	25-Jun	25-Jul	25-Aug	25-Sep
Total Citations	158	143	133	110	187	208	244	259	305	310	284	223	209
Total Written Warning:	494	472	588	305	509	617	636	667	602	648	532	532	466
Total Traffic Accidents	71	70	74	93	79	62	72	81	77	66	71	87	84
Property Damage	61	64	65	83	72	55	61	67	63	57	62	73	69
Personal Injury	10	6	9	10	7	7	11	13	14	9	9	14	14
Fatality	0	0	0	0	0	0	0	1	0	0	0	0	1
Hit and Run*	6	11	6	9	9	7	5	13	10	9	6	6	11

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



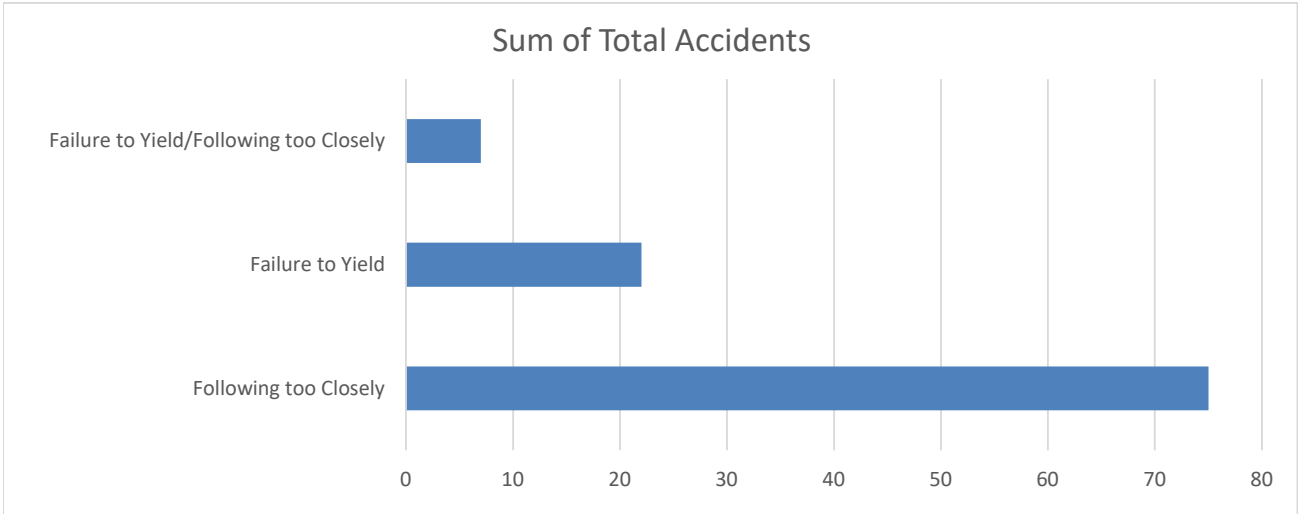
Top Accident Locations

Accident Location	Total Accidents	Primary Cause
32 & Gunther	15	Following too Closely
181 & Grand Park	13	Failure to Yield
32 & Wheeler	13	Following too Closely
31 & 151	13	Following too Closely
32 & Spring Mill	11	Following too Closely
151 & Thatcher	9	Failure to Yield
32 & Dartown	8	Following too Closely
31 & 32	8	Following too Closely
32 & Grand Park	7	Failure to Yield/Following too Closely
31 & 191	7	Following too Closely



Total Accidents by Primary Cause, based on Top Accident Locations

Primary Cause	Sum of Total Accidents
Following too Closely	75
Failure to Yield	22
Failure to Yield/Following too C	7



Community Events

9/5/25 Touch a Truck

9/17/25 2nd Annual Pancake Cook-off

9/23/25 O'Reilly Auto Parts Letter of Appreciation

9/24/25 Wawa Opening

9/26/25 Homecoming Parade

9/27/25 K9 Demo at Union Bible Academy

