



CITY OF WESTFIELD, IN
Board of Public Works_Meeting_Agenda_05_26_2021

Wednesday, May 26, 2021 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, May 26, 2021 at 01:00 PM

MEETING PLACE: Westfield Public Works- Large Conference Room

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

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Action Item #1:

Approval of Minutes from Meeting - April 28, 2021

Documents: [April 28, 2021 Minutes](#)

Bid Approval

NONE

Construction Standards & Specifications Changes

NONE

Change Orders

NONE

Contracts/Agreements

Action Item #2:

VS Engineering & City of Westfield – Westfield Trails, Supplemental #1 (Monthly Progress Report – Trail Connection)

Documents: [Supplemental #1](#)

Action Item #3:

City of Westfield & Lou Ann Pierce – Agreed Findings

Documents: [Agreed Findings](#)

Action Item #4:

WSP – City of Westfield – On Call Right-of-Way Acquisition Services Professional Services Task Order Agreement #23

Documents: [Task Order Agreement #23](#)

Action Item #5:

H & N Outdoor Services & City of Westfield – 2021 Irrigation Contract

Documents: [2021 Irrigation Contract](#)

Action Item #6:

Rieth-Riley Construction Company & City of Westfield – 171st Street & Carey Road Intersection Improvement – Goods & Services Contract

Documents: [Intersection Improvement - Contract](#)

Action Item #7:

2021 Resurfacing Program – Signing Authority

Documents: [2021 Resurfacing Signing Authority](#)

Action Item #8:

2021 Asphalt Rejuvenating Program – Signing Authority

Documents: [2021 Asphalt Rejuvenating Signing Authority](#)

Action Item #9:

Spring Mill Center Road Impact Fee Credit Agreement

Documents: [Road Impact Fee Agreement](#)

Action Item #10:

A&F Engineering - Road Impact Fee Study

Documents: [A&F Engineering - Contract](#) | [Appendix E](#)

Action Item #11:

WFD – Station 81 Relocation Project

Documents: [Project Summary](#) | [Facility Space Program Requirement](#) | [Conceptual Design Drawings](#) | [Project Budget Information](#)

Proposal

Action Item #12:

H&N Outdoor Services – Old Friends Cemetery Park

Documents: [Cemetery Park Proposal](#)

Resolutions

Action Item #13:

City of Westfield - Purchasing Practices Resolution 21-118

Documents: [Resolution 21-118](#)

Action Item #14:

WPD - Purchasing Practices Resolution 21-119

Documents: [Resolution 21-119](#)

Action Item #15:

WFD – Purchasing Practices Resolution 21-115

Documents: [Resolution 21-115](#)

Agreements and/or Memorandum of Understanding (MOU)

NONE

Consent Agenda

WPD - Approval of Conditional Offer of Employment - Dakota Foote

May Bond Information

Documents: [May Bond List](#)

Department Reports

Fire

Police

Documents: [WPD - April Report](#)

Public Works

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY April 28, 2021

The Westfield Board of Public Works and Safety met on April 28, 2021 at City Hall Assembly Rm. & via conference call. Present were Randy Graham, Jim Ake, Mayor Cook, Kim Strang, Deputy Clerk and Chou-il Lee, representing legal counsel.

Randy Graham called the meeting to order at 1:00 PM

AGENDA ITEMS:

Action Item #1: Approval of Meeting Minutes for March 24, 2021

Mayor Cook made the motion to approval the meeting minutes as presented.
Jim Ake seconded. Vote: Yes-3; No-0. Motion carries.

CONTRACTS/AGREEMENTS

Action Item #2: Lochmueller Group-161st & Union Roundabout-Local Public Agency Consulting Contract.

Johnathon Nail presented stating this is a contract for constructions inspection services pertaining to the 161st St roundabout with a not to exceed of \$314, 00. This is an 80/20 match with INDOT, with the city's portion being \$62,800.

Randy Graham made the motion to approve the contract as presented. Jim Ake seconded.
Vote: Yes-3; No-0. Motion carries.

Action Item#3: WSP USA & City of Westfield-161st & Oak Roundabout ROA Task Order #26

Johnathon Nail presented stating this is for the right-of-way acquisition services that include right-of -way management, appraising, buying and relocation services of seven (7) parcels. The estimated amount is \$66,397.00.

Mayor Cook made the motion to approve Task Order # 26 as presented.
Jim Ake seconded. Vote: Yes-3; No-0. Motion carries.

Action Item #4: A&F Engineering & City of Westfield-Trail Crossing Speed Studies

Johnathon Nail presented stating per council request this would allow for speed analysis to be conducted on the need to possibly reduce the speed at the Monon and Mildland Trail Crossings.

Randy Graham made the motion to approve the study. Mayor Cook seconded.
Vote: Yes 3; No-0. Motion carries.

Action Item #5: INDOT & City of Westfield -Local Public Agency Contract-Little Eagle Creek Road Widening

Johnathon Nail presented stating this is the standard contract showing the city's commitment to follow INDOT guidelines on the 80/20 match. The project is for the reconstruction of Little Eagle Creek Avenue between 146th Street and Shelborne Rd and widening of the roadway to include 11' lanes as well as 4'bike lanes on each side of road.

Mayor Cook made the motion to approve the contract. Jim Ake seconded.

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

Action Item #6: WSP & City of Westfield-Right of Way Services Task Order 25-Grand Park Blvd.

Johnathon Nail presented stating this is for the ROA acquisition services for Wheeler Landing with one property costing \$11,450.

Randy Graham made the motion to approve task order #25. Jim Ake seconded.

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

Action Item #7: City of Westfield-2021 Striping Project-Signing Authority

Jeremy Lollar presented stating that this is the annual striping project and is asking for the signing authority on the contract not to exceed \$130,000.

Jim Ake made the motion to approve the signing authority for the striping project.

Mayor Cook seconded. Vote: Yes-3; No-0. Motion carries.

Action Item #8: Williams Creek Management & City of Westfield-2021 Liberty Park Wetland Invasive Species Management Maintenance & Preservation Services

Jeremy Lollar presented stating this is for the maintenance & preservations services for invasive species management at Liberty Park wetland areas. Three services will be provided throughout the year, costing \$3630.00.

Randy Graham made the motion to approve the services to be performed. Mayor Cook seconded.

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

Action Item #9: Williams Creek Management & City of Westfield-2021 US 31 Corridor Invasive Species Management & Preservation Services

Jeremy Lollar presented stating that these services are like the services mentioned above for the area along the US 31 corridor from 151st Street to State Road 38 for the 2021 season, costing \$28,180.00.

Jim Ake made the motion to approve the services. Mayor Cook seconded.
Vote: Yes-3; No-0. Motion carries.

CHANGE ORDERS

Action Item #10: Cardno-151st & Towne Road Intersection Improvement Project-Change Order #2

Jonathon Nail presented stating this is for an improved drainage project at 151st & Towne Road. This is a change in the original scope of work that was being performed adding regulated waters delineation & reporting and an updated NEPA documentation totaling \$3,855.

Randy Graham made the motion to approve the change order. Mayor Cook seconded.
Vote: Yes-3; No-0. Motion carries.

PERMIT APPROVAL

Action Item #11: Encroachment Application-duke Energy-Casey Road-Orchard View

Adam Essex presented stating this is for the replacement of 10 existing poles and 2 new poles located within the ROW east of Casey Rd. to provide services for the Orchard View Development.

Randy Graham made the motion to approve the encroachment application.
Mayor Cook seconded. Vote: Yes-3; No-0. Motion carries.

CONSENT AGENDA:

161st and Union Roundabout-Title Sheet

169th & Spring Mill RAB-Title Sheet

West Rail, Section 4 ROA Dedication (Mujica)

West Rail, Section 4 ROA Dedication (Wallis)

April Bond Information

Randy Graham made the motion to approve the consent agenda. Jim Ake seconded.
Vote: Yes-3; No-0. Motion carries.

DEPARTMENT REPORTS:

Fire- No report

Police- No Report

Public Works- Jeremy Lollar

With no further business Randy Graham made the motion to adjourn. Mayor Cook seconded.
Vote: Yes-3; No-0. Motion carries. The meeting was adjourned at 1:36 PM

Deputy Clerk-Treasurer

Board of Public Works and Safety

STATE OF INDIANA	)	IN THE HAMILTON SUPERIOR COURT
	) SS:	
COUNTY OF HAMILTON	)	CAUSE NO. 29D04-1910-PL-009875
CITY OF WESTFIELD, INDIANA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
LOU ANN PIERCE, JP MORGAN MORTGAGE	)	
ACQUISITION CORP.,	)	
	)	
Defendant.	)	

AGREED FINDINGS AND JUDGMENT

The City of Westfield, Indiana ("City") and Lou Ann Pierce ("Pierce") jointly submit their Agreed Findings and Judgment in this case.

The Court, having examined the record and being duly advised, now FINDS:

1. On October 23, 2019, the City filed its Plaintiff's Action for Condemnation of Real Property ("Complaint") for the appropriation of a fee simple interest in the subject property situated on or about 2180 and 2020 East 196th Street Westfield, Indiana 46074.
2. Defendant JP Morgan Mortgage Acquisition Corp was named because of its potential interest in the property.
3. All defendants were properly served with summons, complaint and notice as required by statute.

4. 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.

5. On December 4, 2019, the Court appointed appraisers to assess the damages due to Pierce by reason of the City's appropriation, and the appraisers took their oath and received instructions in December of 2019.

6. On December 18, 2019, the Court-Appointed Appraisers filed their Report of Appraisers, in which they reported that the damages sustained by Pierce was \$662,000.

7. On October 26, 2020, the Court entered an Order to Take Possession of Real Estate ("Order of Appropriation") entitling the City to appropriate the property.

8. On January 3, 2020, Pierce filed Defendant, Pierce's Exceptions to Report of Appraisers, and Request for Jury Trial ("Exceptions").

9. On February 20, 2020, the Court ordered the Clerk's Office to deposit the check from the City in the amount of \$662,000.

10. On March 19, 2021, the City and Pierce proceeded to mediation on the dispute between the parties regarding the amount of damages owed to Pierce for the City's appropriation of the property.

11. During mediation, the City and Pierce agreed that the total just compensation for the interest sought by the City is \$707,000.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Court that the fee simple parcel has been appropriated, and that the City holds and has held, in fee simple, the real estate described in Exhibit "A".

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the City has previously deposited with the Clerk of the Court the sum of \$662,000, as the award of the Court-Appointed Appraisers.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the City shall deposit \$45,000, to reach the sum of \$707,000, with the Clerk of the Court, and the same shall serve as full satisfaction of this judgment and any and all claims resulting from the City's acquisition.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the defendant JP Morgan Mortgage Acquisition Corp, has no further interest in the property that is the subject of this action, and thus is entitled to no compensation by way of the City's appropriation.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that the City shall have this Agreed Findings and Judgment recorded with the Office of the Recorder of Hamilton County, Indiana.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED by the Court that Pierce will execute any additional documents necessary to record this Agreed Findings and Judgment and perfect the conveyance with all recording fees to be paid by the City.

Date: _____

Judge, Hamilton County Superior Court

AGREED TO AND SUBMITTED BY:
CITY OF WESTFIELD INDIANA,
acting by and through its WESTFIELD
BOARD OF PUBLIC WORKS

LOU ANN PIERCE

By: _____

By: _____

APPROVED AS TO FORM:

Chou-il Lee
Taft Stettinius & Hollister LLP
One Indiana Square, Suite 3500
Indianapolis, IN 46204

APPROVED AS TO FORM:

Philip David Sever
Tony Devall Storey
SEVER STOREY, LLP
881 3rd Ave SW Suite 101
Carmel, IN 46032

PROFESSIONAL SERVICES TASK ORDER AGREEMENT

WSP Agreement No. - 185360 Task Order No. 23

This Task Order No. 23 is made and entered into this ___th day of January, 2020, by and between the City of Westfield with offices at 2706 East 171st Street, Westfield, IN 46074 (hereinafter called the "Client"), and WSP USA, Inc. (formerly Parsons Brinckerhoff, Inc.) a New York corporation, with offices at 115 W. Washington Street, Suite 1270S, Indianapolis, In 46204 (hereinafter called "WSP").

WITNESSETH

WHEREAS, the parties entered into a Professional Services Agreement on February 11, 2014 (hereinafter called the "Agreement") to provide Right of Way (ROW) Management services on a task order basis;

WHEREAS, the Client has determined the need for WSP to perform certain Services;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties do mutually agree as follows:

1. **Scope of Services**

WSP shall perform the Services and provide the deliverables as set forth below:

Right of Way Acquisition Services for East Street section of the SR 32 Project, which is from SR 32 to North Street with a total of 6 parcels. These services shall include: right-of-way management, appraising and buying services.

2. **Schedule**

WSP shall provide the services stated above in accordance with a schedule set forth below:

Appraisal Problem Analysis -	10 days from Appraiser Notice to Proceed
Appraising –	60 days from Appraiser Notice to Proceed
Review Appraising -	14 days from Appraiser Notice to Proceed
Buying –	35 days from Buyer Notice to Proceed

PROFESSIONAL SERVICES TASK ORDER AGREEMENT

3. Compensation

The Client shall compensate WSP for the performance of the services stated above, on a unit rate basis, based on actual number of parcels managed and procured by WSP and the unit price rates provided herein for an estimated total amount of \$44,060.00.

Title	Unit Rate per parcel	# of parcels	Total Cost
Right-of-Way Management	\$1,230	6	\$7,380
Appraisal Problem Analysis	\$255	6	\$1,530
Appraisal – Waiver Valuation	\$680	2	\$1,360
Appraisal – Short Form	\$2,835	2	\$5,670
Appraisal – Long Form	\$4,425	2	\$8,850
Review Appraisal – Waiver Valuation	\$410	2	\$820
Review Appraisal – Short Form	\$1,360	2	\$2,720
Review Appraisal – Long Form	\$2,110	2	\$4,220
Buying - Permanent	\$2,030	4	\$8,120
Buying - Temporary	\$1,695	2	\$3,390

4. Both parties agree that this Task Order No. 23 shall be made part of the Agreement between Client and WSP, and except as amended herein, all terms, covenants and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Task Order No. 23 has been executed by Client and WSP, effective from the day and year first written above.

City of Westfield

WSP USA, Inc.

Signature

Signature

Jeremy Lollar
Director of Public Works

Kelli McNamara
Area Manager



2021 Irrigation Contract

Client:
Chris McConnell
City of Westfield
2706 E 171st Street
Westfield, IN 46074

Contractor:
H&N Outdoor Services, LLC
P.O. Box 206
Sheridan, IN 46069
317-420-5362

This irrigation contract is entered effective for the 2021 season. The contract is by and between H&N Outdoor Services, LLC, the Contractor, and the City of Westfield, the Client.

Scope of Work

The Contractor shall perform the following services by request and as needed:

- Irrigation Startups
- Irrigation System Inspections
- Irrigation Winterizations
- Irrigation Repairs

The table below outlines what is included for each service

Irrigation Startups	In the spring, the water will be turned on and an initial inspection will be performed. Freeze damage will be repaired at no charge, provided the following conditions are met: (1) H&N Outdoor Services performed winterization the previous season and the system was fully functional at the time, (2) the water has remained off throughout the winter, and (3) there were no broken or ponding of water around heads during the winter. The irrigation clock will be checked for proper functioning.
Irrigation System Inspections	In addition to the startup and initial inspection, the system will be ran through all cycles and each head will be inspected individually for proper direction and coverage. Inspections reveal malfunctioning heads, zone valves, and clocks.

Irrigation Winterizations	Between October 1 st and December 1 st , the water will be shut off and evaluated from the system, zone by zone, with the use of a high-pressure air compressor. Backflow devices will be left in the "winterized" position.
Irrigation Repairs	Any repairs will be submitted to the client for approval before work is performed. Irrigation repairs will be billed on a time and material basis.

Payment

The Contractor shall provide invoices to the Client for services rendered as they are completed. The Client is to pay said invoices on a Net 30 term. Invoices shall be calculated based on the fees in the pricing table below:

Irrigation Service	Price
Startup/System Inspection/Winterization	\$225.00 each location
Repairs	Time & Material at a rate of \$85/hour

Performance

The Contractor shall make every effort to service the irrigation locations in a timely manner, unless instructed otherwise and/or weather permitting. Additional services will be performed only as requested and must be pre-approved prior to services performed.

Acceptance

By signing below, the Client and Contractor agree to uphold and enforce the entirety of this Irrigation contract for the 2021 season.

City of Westfield Representative (Print)

Chelsie Hufferd

H&N Outdoor Services, LLC Representative (Print)

City of Westfield Representative (Signature)

Chelsie Hufferd

H&N Outdoor Services, LLC Representative (Signature)

Date

04/22/2021

Date

H & N Outdoor Services, LLC
P.O. Box 206
Sheridan, IN 46069
handnoutdoorservices@gmail.com



Estimate

ADDRESS

Chris McConnell
City Of Westfield
2706 E 171st Street
Westfield, IN 46074

ESTIMATE # 199

DATE 05/18/2021

EXPIRATION DATE 06/18/2021

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Irrigation Startup/System Check/Winterization	9	225.00	2,025.00
	This quote includes the startup, system check, and winterization for each location - 9 locations			
	Any repairs will be submitted for approval prior to the services being performed. Repairs will be charged time and material at a rate of \$85/hour.			

TOTAL

\$2,025.00

Accepted By

Accepted Date



Board of Works

Andy Cook
Randy Graham
Jim Ake

Clerk Treasurer

Cindy J. Gossard

May 10, 2021

Eric W. Jordan
Rieth Riley Construction Co., Inc.
1751 W. Minnesota Street
Indianapolis, IN 46221

Subject: 171st and Carey Road Intersection Improvement Project Award

Dear Mr. Jordan,

Congratulations! You have been awarded the 171st and Carey Road Intersection Improvement Project in Westfield, Indiana. Your April 29, 2021 bid of \$527,384.85, was accepted by Jeremy Lollar on behalf of the Board of Public Works and Safety on May 7, 2021. I will be contacting you shortly to set up a pre-construction meeting. Please contact me at (317) 430-6750 or jnail@westfield.in.gov if you have any questions. I look forward to working with you and your firm on this exciting project for the citizens of Westfield.

Sincerely,

A handwritten signature in blue ink, appearing to read "John Nail".

Johnathon Nail, PE
City Engineer

cc: file

Public Works Department

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

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

CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services ("Vendor Contract") is made and entered into as of the 26th day of May 2021, by and between City of Westfield ("Contracting Party") and Rieth-Riley Construction Co., Inc. ("Vendor").

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

- A. **Basic Terms.** This Vendor Contract is on the following basic terms and conditions:
- (a) Goods and/or services provided by Vendor: (See Exhibit B attached hereto and made a part hereof).
 - (b) Location: 171ST STREET AND CAREY ROAD INTERSECTION IMPROVEMENT PROJECT at the intersection of 171st Street and Carey Road. Westfield, Indiana 46074 (the "City Property")
 - (c) Date by which the Services shall be completed: To start June 7th, 2021 and complete by July 27th, 2021 (the "Completion Date").
 - (d) Purchase Price: Five hundred twenty-seven thousand three hundred eighty-four dollars and 85/100, \$527,384.85 (see Proposal dated 4-29-2021 - Exhibit B).
 - (e) The Contracting Party provides two payment options to vendors for payment of approved invoiced amounts. They are as follows:
 - a. Option #1: Traditional – Invoices shall be payable within forty-five (45) days following Contracting Party's receipt and approval of an invoice at the address specified below.
 - b. Option #2: Preferred – Invoices are payable within 7 days following Contracting Party's receipt and approval of an invoice at the address specified below if vendor accepts MasterCard.
 - (f) The Contract Documents include:
 - a. This Goods and Services agreement
 - b. "Contract and Specifications for 171st Street and Carey Road Intersection Improvement Project" dated March 15, 2021 inclusive of all sections and appendixes.
 - c. Addendum #1 Dated April 27, 2021

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

(g) Addresses:

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

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

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

If to Vendor:

Rieth-Riley Construction Co., Inc.
1751 Minnesota Street
Indianapolis, IN, 46621

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

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

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

CONTRACT TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

10. **REQUIRED INSURANCE AND INDEMNIFICATION:**

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

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

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

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

with retroactive coverage to the earlier of date of execution of Contract and commencement of any work and coverage for a minimum period of two (2) years after professional services completion.

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

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

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

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

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

15. **GOVERNMENT COMPLIANCE**: Vendor agrees to comply with all present federal, state and local laws, orders, rules, regulations, codes and ordinances which may be applicable to Vendor's performance of its obligations under this Contract, and all provisions required thereby to be included herein, are hereby incorporated by reference. Vendor agrees to indemnify and hold harmless Contracting Party from and against any loss, damage, liability, cost or

expense (including, without limitation, attorneys' fees) resulting from any violation of such laws, orders, rules, regulations, codes or ordinances by Vendor.

16. **NO IMPLIED WAIVER:** The failure of either party at any time to require performance by the other party of any provision of this Vendor Contract shall in no way affect the right to require such performance by any time thereafter, nor shall the waiver of either party of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision.

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

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

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

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

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

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

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

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

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

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

EXECUTED this 26th day of May, 2021.

Contracting Party:

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

Vendor:

Rieth-Riley Construction Co., Inc.
1751 Minnesota Street
Indianapolis, IN, 46621

Signature

Printed Name

Title

Date

Signature

Printed Name

Title

Date

EXHIBIT A

Project Rules

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

SITE ACCESS

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

LIMITED CITY OCUPANCY (If Applicable)

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

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

MATERIAL MANAGEMENT PLAN

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

CLEAN UP

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

WORK HOURS

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

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

PUBLIC ACCESS AND SAFETY

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

SITE DECORUM

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

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

PARKING

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

UTILITY COORDINATION

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

USE OF ROADWAYS AND PATHS

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

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

TRAFFIC CONTROL

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

CRANES & HOISTING

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

TEMPORARY SHORING AND BRACING

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

TEMPORARY BARRICADES

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

CONSTRUCTION SIGNAGE

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

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

TEMPORARY FACILITIES

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

RUBBER TIRED EQUIPMENT

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

REMOVAL OF TEMPORARY FACILITIES

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

VIOLATIONS

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

GENERAL SAFETY PRECAUTIONS

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

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

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

EXHIBIT B

See attached Proposal dated 4-29-2021

SECTION 3

PROPOSAL

CITY OF WESTFIELD, INDIANA

171ST STREET AND CAREY ROAD INTERSECTION IMPROVEMENT PROJECT

To: Westfield Public Works
2706 E. 171st Street
Westfield, Indiana 46074

Pursuant to the published "Advertisement for Bids", the undersigned has investigated the conditions affecting the cost of the proposed 171ST STREET AND CAREY ROAD INTERSECTION IMPROVEMENT PROJECT and having examined the site and understanding the requirements set forth in the Contract Documents, hereby proposes to provide and furnish all labor, materials, tools, equipment and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the above work as required by said Contract Documents, including any and all addenda now on file in the Westfield Public Works office, City of Westfield, Indiana.

The project generally includes intersection improvement of 171st Street and Carey Road with a functional roundabout, milling and overlaying of existing pavement, widening, curb and gutter construction, curb ramp construction, sidewalk construction, pavement markings, and lighting in the City of Westfield.

The project will be awarded to the lowest and most responsible bidder based on the combined total base bid plus any accepted alternates as selected by the Owner.

The undersigned proposes to furnish all work for the construction of the 171ST STREET AND CAREY ROAD INTERSECTION IMPROVEMENT PROJECT, including all labor, materials, supplies, equipment and all appurtenances necessary to complete the work as per the drawings and the specifications for the following unit prices, to wit:

Schedule – The undersigned agrees to be complete with the base bid work by July 26, 2021. If work is not completed by the specified dates above, liquidated damages will be assessed at \$1,000.00 per day.

Bidder acknowledges the schedule of this contract (initial): ef ✓

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BASE BID ITEMIZED PROPOSAL

ID	ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	105-06845	CONSTRUCTION ENGINEERING	1	LSUM	\$7,600.00	\$7,600.00
2	110-01001	MOBILIZATION AND DEMOBILIZATION	1	LSUM	\$21,059.38	\$21,059.38
3	201-52370	CLEARING RIGHT OF WAY	1	LSUM	\$8,592.69	\$8,592.69
4	202-52710	SIDEWALK CONCRETE, REMOVE	193	SYS	\$19.45	\$3,753.85
5	202-02279	CURB AND GUTTER, REMOVE	288	LFT	\$9.94	\$2,862.72
6	202-93763	LIGHT STANDARD AND FOUNDATION, REMOVE	1	EACH	\$1,954.71	\$1,954.71
7	203-02000	EXCAVATION, COMMON	523	CYS	\$52.16	\$27,279.68
8	203-02070	BORROW	246	CYS	\$0.01	\$2.46
9	205-12108	STORM WATER MANAGEMENT BUDGET	7,500	DOL	\$1.00	\$7,500.00
10	205-12616	STORMWATER MANAGEMENT IMPLEMENTATION	1	LS	\$1,909.41	\$1,909.41
11	205-12618	SWQCP PREPARATION	1	LS	\$2,700.00	\$2,700.00
12	207-08266	SUBGRADE TREATMENT, TYPE III	187	SYS	\$5.14	\$961.18
13	207-09935	SUBGRADE TREATMENT, TYPE IC	603	SYS	\$28.65	\$17,275.95
14	214-11609	GEOCELL CONFINEMENT SYSTEM	193	SYS	\$51.13	\$9,868.09
15	301-12234	COMPACTED AGGREGATE NO. 53	94	CYS	\$85.13	\$8,002.22
16	306-08034	MILLING, ASPHALT, 1 1/2 IN.	2,463	SYS	\$3.70	\$9,113.10
17	402-02122	HMA SURFACE, TYPE B	242	TON	\$94.55	\$22,881.10
18	402-01121	HMA INTERMEDIATE, TYPE B	65	TON	\$139.96	\$9,097.40
19	402-00062	HMA BASE, TYPE B	171	TON	\$120.38	\$20,584.98
20	402-07451	HMA WEDGE AND LEVEL, TYPE B	250	TON	\$102.83	\$25,707.50
21	406-05521	ASPHALT FOR TACK COAT	4,088	SYS	\$0.01	\$40.88
22	502-11564	PCCP, 7 IN.	201	SYS	\$112.98	\$22,708.98
23	604-05528	HMA FOR SIDEWALK	21	TON	\$195.76	\$4,110.96
24	604-06070	SIDEWALK, CONCRETE	338	SYS	\$54.95	\$18,573.10
25	604-07092	BED COURSE MATERIAL	111	TON	\$37.36	\$4,146.96
26	604-08086	CURB RAMP, CONCRETE	115	SYS	\$211.19	\$24,286.85
27	604-12083	DETECTABLE WARNING SURFACES	38	SYS	\$367.73	\$13,973.74
28	605-06120	CURB, CONCRETE	436	LFT	\$55.65	\$24,263.40
29	605-06140	CURB AND GUTTER, CONCRETE	965	LFT	\$32.06	\$30,937.90
30	605-06155	CURB AND GUTTER, CONCRETE, MODIFIED	67	LFT	\$55.98	\$3,750.66

ID	ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
31	605-06255	CENTER CURB, D CONCRETE	4	SYS	\$507.97	\$2,031.88
32	605-94E11	CURB, TURNOUT	1	EACH	\$954.04	\$954.04
33	605-97937	CURB AND GUTTER, ROLL CURB	176	LFT	\$48.67	\$8,565.92
34	607-06175	GUTTER, CONCRETE, A	5	LFT	\$65.47	\$327.35
35	615-06525	CASTING ADJUST TO GRADE, MONUMENT	1	EACH	\$2,100.00	\$2,100.00
36	616-06451	RIPRAP, UNIFORM	4	TON	\$98.09	\$392.36
37	616-12248	GEOTEXTILE FOR RIPRAP TYPE 2A	8	SYS	\$113.77	\$910.16
38	621-06570	TOPSOIL	440	CYS	\$69.79	\$30,707.60
39	621-06575	SODDING, NURSERY	2,303	SYS	\$3.80	\$8,751.40
40	621-06567	WATER	9	KGAL	\$5.00	\$45.00
41	715-05168	PIPE, TYPE 3, CIRCULAR, 12 IN.	57	LFT	\$48.10	\$2,741.70
42	715-46000	PIPE END SECTION, DIAMETER 12 IN.	4	EACH	\$997.66	\$3,990.64
43	720-44000	CASTING, ADJUST TO GRADE	2	EACH	\$697.11	\$1,394.22
44	801-04308	ROAD CLOSURE SIGN ASSEMBLY	2	EACH	\$277.00	\$554.00
45	801-06625	DETOUR ROUTE MARKER ASSEMBLY	20	EACH	\$121.00	\$2,420.00
46	801-06640	CONSTRUCTION SIGN, A	9	EACH	\$209.00	\$1,881.00
47	801-06645	CONSTRUCTION SIGN, B	16	EACH	\$68.00	\$1,088.00
48	801-06775	MAINTAINING TRAFFIC	1	LSUM	\$4,358.27	\$4,358.27
49	801-07118	BARRICADE, III-A	187	LFT	\$14.00	\$2,618.00
50	802-04089	SIGN, SHEET, REMOVE	10	EACH	\$75.00	\$750.00
51	802-05701	SIGN POST, SQUARE TYPE 1 REINFORCED ANCHOR BASE	265	LFT	\$24.00	\$6,360.00
52	802-05702	SIGN POST, SQUARE TYPE 2 REINFORCED ANCHOR BASE	29	LFT	\$24.00	\$696.00
53	802-07060	SIGN, SHEET, RELOCATE	5	EACH	\$75.00	\$375.00
54	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN.	111	SFT	\$18.00	\$1,998.00
55	802-09840	SIGN, SHEET, WITH LEGEND, 0.100 IN.	59	SFT	\$20.00	\$1,180.00
56	802-91122	SIGN GROUND MOUNTED RESET	4	EACH	\$150.00	\$600.00
57	807-02194	SERVICE POINT II MODIFIED	1	EACH	\$5,000.00	\$5,000.00
58	807-02428	LIGHTING FOUNDATION, CONCRETE WITH GROUND 30 IN. X 30 IN. X 96 IN.	4	EACH	\$1,200.00	\$4,800.00
59	807-03950	LUMINAIRE ORNAMENTAL	4	EACH	\$4,200.00	\$16,800.00
60	807-03951	LIGHT POLE ORNAMENTAL	4	EACH	\$9,100.00	\$36,400.00

ID	ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
61	807-06592	CONDUIT / STEEL, GALVANIZED, 2 IN	127	LFT	\$32.00	\$4,064.00
62	807-07580	WIRE, NO. 4 COPPER, IN PLASTIC DUCT, IN TRENCH, 4 1/C	442	LFT	\$12.00	\$5,304.00
63	807-78590	HANDHOLE	3	EACH	\$950.00	\$2,850.00
64	807-86889	CABLE, POLE CIRCUIT, THWN, NO. 10 COPPER, STRANDED 1/C	516	LFT	\$0.60	\$309.60
65	807-86910	CONNECTOR KIT, UNFUSED	4	EACH	\$32.00	\$128.00
66	807-86915	CONNECTOR KIT, FUSED	4	EACH	\$32.00	\$128.00
67	807-86920	MULTIPLE COMPRESSION FITTING, NON- WATERPROOF ED	6	EACH	\$22.00	\$132.00
68	807-86930	INSULATION LINK, NON- WATERPROOFED	8	EACH	\$36.00	\$288.00
69	807-86935	INSULATION LINK, WATERPROOFED	12	EACH	\$36.00	\$432.00
70	807-97237	WIRE, NO. 4 COPPER, IN PLASTIC DUCT, 4 1/C	164	LFT	\$12.00	\$1,968.00
71	808-11478	LINE, THERMOPLASTIC, DOTTED, WHITE, 8 IN.	74	LFT	\$5.54	\$409.96
72	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	569	LFT	\$0.92	\$523.48
73	808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	1,759	LFT	\$0.94	\$1,653.46
74	808-11698	TRANSVERSE MARKING, THERMOPLASTIC, YIELD LINE, WHITE, 27 IN.	44	LFT	\$17.49	\$769.56
75	808-03439	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	290	LFT	\$7.36	\$2,134.40
Total						\$527,384.85

Base Bid Amount in words for 171 ST STREET AND CAREY ROAD INTERSECTION
IMPROVEMENT PROJECT:

Five hundred Twenty-Seven thousand. Three hundred eighty-four dollars and Eighty-Five Cents

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

The undersigned encloses herewith a certified check or cashier's check payable to the City of Westfield, Indiana or a bidder's bond binding the undersigned and surety to the City of Westfield, Indiana, in the amount of

Twenty Six Thousand Three Hundred Sixty Nine Dollars and Twenty-Four Cents (\$ 26,369.24)

which amount is not less than five percent (5%) of the base bid as set out above, guaranteeing that the undersigned will enter into Contract for the performance of the work once the Proposal is accepted. Form 96, Contractors Bid for Public Works, of the Indiana State Board of Accounts is also properly executed and attached hereto. A Noncollusion Affidavit, as required by the statutes of the State of Indiana, is properly executed and attached hereto, if not included on the Form 96.

It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of 90 days from the date of receiving proposals by the City of Westfield, Indiana.

Receipt of Addenda No. 1 is hereby acknowledged. ✓

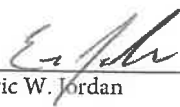
Respectfully submitted,

Rieth-Riley Construction Co., Inc.

Contractor

(Individual ☐) (Partnership ☐)
or (Corporation ☒)

By


Eric W. Jordan

Title Sales Manager

Dated:

Address 1751 W. Minnesota St.

April 29

, 20 21

Indianapolis, IN 46221

NOTE: The legal status of the Bidder, whether as an individual, partnership, or corporation, must be indicated above, and all pertinent information as required by the Specifications must be furnished.

171ST STREET AND CAREY ROAD INTERSECTION IMPROVEMENT PROJECT

[illegible]

Failure by a Bidder to comply with the foregoing requirements may result in his bid being disqualified.

BID BOND**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**
Hartford, Connecticut 06183

KNOW ALL MEN BY THESE PRESENTS,

That we, RIETH-RILEY CONSTRUCTION CO., INC., as Principal, hereinafter called the Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, of Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto City of Westfield

Five Percent of Bid Dollars, as Obligee, hereinafter called the Obligee, in the sum of Dollars (\$ 5% Bid Dollars), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

171st St. and Carey Road Intersection Improvement Project

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 29th day of April 2021

D. J. Shannon
Witness D. J. Shannon
Area Office Manager

Christopher T. Moser
Witness Christopher T. Moser

RIETH-RILEY CONSTRUCTION CO., INC.

(Principal) (Seal)

Eric W. Jordan
(Name & Title) Eric W. Jordan, Sales Manager

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Sandra M. Nowak
Sandra M. Nowak, Attorney-in-Fact

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Sandra M. Nowak** of Chicago

Illinois, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

BID OF

Rieth-Riley Construction Co., Inc.

(Contractor)

1751 W. Minnesota Street

(Address)

Indianapolis, IN 46221

FOR

PUBLIC WORKS PROJECTS

OF

City of Westfield

Filed _____

Action taken _____



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)
Prescribed by State Board of Accounts

PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): April 29, 2021

1. Governmental Unit (Owner): City of Westfield

2. County : Hamilton

3. Bidder (Firm): Rieth-Riley Construction Co., Inc.

Address: 1751 W. Minnesota Street

City/State/ZIPcode: Indianapolis, IN 46221

4. Telephone Number: 317-634-5561

5. Agent of Bidder (if applicable): N/A

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of 171st Street and Carey Road Intersection Improvement

(Governmental Unit) in accordance with plans and specifications prepared by _____

_____ and dated _____ for the sum of

See Proposal Forms

\$ _____

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: City of Westfield

Bidder (Firm) Rieth-Riley Construction Co., Inc.

Date (month, day, year): April 29, 2021

These statements to be submitted under oath by each bidder with and as a part of his bid.
Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
28,589,326.39	Heavy, Highway	2020	City of Carmel, IN
35,482,932.67	Heavy, Highway	2019	Indianapolis Public Trans Corp
33,528,548.13	Heavy, Highway	2019	INDOT, Indianapolis, IN
12,125,932.13	Heavy, Highway	2019	INDOT, Indianapolis, IN

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
5,388,000.00	Heavy, Highway	2021	City of Indianapolis, IN
5,725,000.00	Heavy, Highway	2021	City of Indianapolis, IN
9,230,248.55	Heavy, Highway	2022	INDOT, Indianapolis, IN
22,108,711.57	Heavy, Highway	2021	INDOT, Indianapolis, IN

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

4. List references from private firms for which you have performed work.

Terracon, Cincinnati, OH

Duke Construction, LP, Indianapolis, IN

Pepper Construction Company of Indiana, Indianapolis, IN

Browning Construction, LLC

Prologis, Indianapolis, IN

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

As per plans and specifications

2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

See attached Exhibit A

EXHIBIT "A"

Striping and Signage

Otto's Parking Marking Co., Inc.
2449 East Main Street
Greenwood, IN 46143

RoadSafe Traffic Systems, Inc.
3519 Harding Street
Indianapolis, IN 46217

Seed / Sod / Erosion Control

Earth Images, Inc.
3471 W. County Line Road, Ste. B.
Greenwood, IN 46142

Guardrail

C-Tech Corporation
5300 West 100 North
Boggsstown, IN 46110

Specialties Company, LLC
9350 East 30th Street
Indianapolis, IN 46229

Electrical

James H. Drew Corporation
8701 Zionsville Road
Indianapolis, IN 46268

Signal Construction, Inc.
5639 West US 40
Greenfield, IN 46140

Milling

Javelina Construction, Inc.
13476 Britton Park Drive
Fishers, IN 46038

McCrite Milling & Construction Co., Inc.
209 Quality Court, Ste. 8
New Albany, IN 47150

Grading

Denger Grading, Inc.
3266 East 100 North
Lebanon, IN 46052

Engineering

USI Consultants, Inc.
8415 East 56th Street
Indianapolis, IN 46216

CES LLC
7172 N. Keystone Ave, Unit J
Indianapolis, IN 46240

Gridlock Traffic Systems, Inc.
6400 Massachusetts Ave.
Indianapolis, IN 46226

Highway Safety Services, Inc.
3215 Imperial Parkway
Lafayette, IN 47909

Slusser's Green Thumb, Inc.
125 Montgomery Street
Logansport, IN 46947-0033

James H. Drew Corporation
8701 Zionsville Road
Indianapolis, IN 46268

The Hoosier Company
5421 West 86th Street
Indianapolis, IN 46268

T.C. Electric, Inc.
2817 W 100 S
Franklin, IN 46131

Mid-America Milling Co., Inc.
2227-A Koetter Drive
Clarksville, IN 47129

Specialties Company, LLC
9350 East 30th Street
Indianapolis, IN 46229

Gradex, Inc
12900 N. Meridian St
Carmel, IN 46032

Certified Engineering, Inc.
3933 Millersville Road
Indianapolis, IN 46205-3850

Roudebush Grading Inc.
17155 Harger Ct
Noblesville, IN 46060

C.E. Hughes
PO Box 0578
Jeffersonville, IN 47130

3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

As required for specified items of work.

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

No.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

Contractor's Financial Statement

Submitted by Rieth-Riley Construction Co., Inc.

with principal office at 3626 Elkhart Road, P.O. Box 477, Goshen, IN 46527-0477

To City of Westfield

☒ A Corporation
☐ A Co-partnership
☐ An Individual

Condition at close of business

December 31, 2020

		Dollars								Cts.
ASSETS										
1. Cash:	(a) On hand									0
	(b) In bank	14	3	8	6	7	3	1	6	
	(c) Elsewhere									0
2. Notes receivable	(a) Due within 90 days									0
	(b) Due after 90 days									0
	(c) Past due									0
3. Accounts receivable from completed contracts, exclusive of claims not approved for payment			4	8	3	7	7	2	8	
4. Sums earned on uncompleted contracts as shown by engineer's or architect's estimate										
	(a) Amount receivable after deducting retainage	4	4	2	7	3	7	1	1	
	(b) Retainage to date; due upon completion of contracts		9	9	1	0	0	3	6	
5. Accounts receivable from sources other than construction contracts										0
6. Deposits for bids or other guarantees:	(a) Recoverable within 90 days									0
	(b) Recoverable after 90 days									0
7. Interest accrued on loans, securities, etc.	OTHER CURRENT ASSETS	2	2	5	9	5	6	1	0	
8. Real estate:	(a) Used for business purposes	4	5	1	1	7	5	8	6	
	(b) Not used for business purposes									0
9. Stocks and bonds:	(a) Listed - present market value									0
	(b) Unlisted - present value									0
10. Materials in stock not included in Item 4	(a) For uncompleted contract (present value)									0
	(b) Other materials (present value)	7	2	0	6	9	5	4	3	
11. Equipment, book value		5	1	9	6	5	3	8	2	
12. Furniture and fixtures, book value						9	4	9	1	
13. Other assets		3	6	8	7	5	9	1	9	
Total assets		43	1	5	2	2	3	2	2	
LIABILITIES										
1. Notes payable:	(a) To banks regular		7	8	0	9	2	7	2	
	(b) To banks for certified checks									0
	(c) To others for equipment obligations									0
	(d) To others exclusive of equipment obligations									0
2. Accounts payable:	(a) Not past due	2	7	8	2	2	5	4	3	
	(b) Past due									0
3. Real estate encumbrances										0
4. Other liabilities		4	2	1	3	1	8	3	5	
5. Reserves										0
6. Capital stock paid up:	(a) Common				1	2	6	5	0	
	(b) Common Treasury	(4	9	5	6	7	1	5	9)	
	(c) Preferred									0
	(d) Preferred Accumulated Other Comprehensive Loss		(6	8	8	4	9	1)		
7. Surplus (net worth)		40	3	8	8	7	8	2	2	
Total liabilities		43	1	5	2	2	3	2	2	
CONTINGENT LIABILITIES										
1. Liability on notes receivable, discounted or sold										0
2. Liability on accounts receivable, pledged, assigned or sold										0
3. Liability as bondsman										0
4. Liability as guarantor on contracts or on accounts of others										0
5. Other contingent liabilities										0
Total contingent liabilities										0

Brian A. Inniger, as Vice-President of Finance/Administration of Rieth Riley Construction Co., Inc. hereby declares that the foregoing "Contractor's Financial Statement" is a true and accurate statement of the financial condition of said Corporation as of the date thereof.

Brian A. Inniger
 Brian A. Inniger, V.P. Finance/Administration

SECTION IV CONTRACTOR'S NON - COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Indianapolis this 29th day of April, 2021

Rieth-Riley Construction Co., Inc.

(Name of Organization)

By Eric W. Jordan

Eric W. Jordan, Sales Manager

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
COUNTY OF Marion) ss

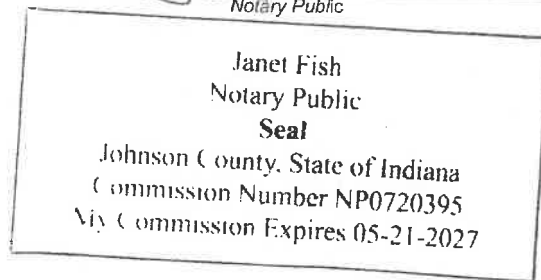
Before me, a Notary Public, personally appeared the above-named Eric W. Jordan and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 29th day of April, 2021

Janet Fish
Notary Public

My Commission Expires: May 21, 2027

County of Residence: Johnson



RIETH-RILEY CONSTRUCTION Co., Inc.

100% Quality • 100% Employee Owned • Over 100 Years

CERTIFICATE OF AUTHORITY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned President of Rieth-Riley Construction Co., Inc., a corporation duly organized and existing under the laws of the State of Indiana, hereby represents and confirms that **Eric W. Jordan, Sales Manager**, has full power and authority to make, execute, seal, if required by law, and deliver for and on its behalf, and as its act and deed any and all bids, proposals or contracts, said bids, proposals or contracts not to exceed \$3,000,000.00 which bids, proposals or contracts call for work, services, or materials to be furnished by Rieth-Riley Construction Co., Inc., whether such bids, proposals or contracts are being submitted to an individual or entity, public or private, and to bind Rieth-Riley Construction Co., Inc. thereby as fully and to the same extent as if such bids, proposals or contracts were signed by an Executive Officer of Rieth-Riley Construction Co., Inc., and sealed, if required by law, and attested by one of such officers, and hereby ratifies and confirms all that the above named designee may do in pursuance hereof.

The authority granted to the above named designee is pursuant to Section 6.03 of the Restated By-Laws of Rieth-Riley Construction Co., Inc., as amended, which Restated By-Laws were effective February 9, 2010, and which Restated By-Laws, as amended, and the authority granted to the above named designee continue in full force and effect.

This Certificate of Authority is issued, signed and sealed, if required by law, by facsimile under and by authority of the following standing resolutions adopted by the Board of Directors of Rieth-Riley Construction Co., Inc., at a meeting held on the 16th day of February, 1996, at which a quorum was present, and which resolutions have not been amended or repealed and continue in full force and effect:

"Resolved that for purposes of clarification and in furtherance of the intent of Section 6.03 of the By-Laws of the Company the authority granted in Section 6.03 shall extend to the making, execution, sealing, if required by law, and delivery on behalf of the Company of all documents required as part of any bid, proposal or contract, which is for work, services or materials to be furnished by Company and which is being submitted to an individual or entity, public or private."

"Resolved that in carrying out the provisions of Section 6.03 of the By-Laws of the Company the signatures of such directors and officers and, if required by law, the seal of the Company may be affixed to any such Certificate of Authority or any certificate relating thereto by facsimile, and any such Certificate of Authority or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such Certificate of Authority so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company, with respect to any bid, proposal or contract to which it is attached."

IN WITNESS WHEREOF, Rieth-Riley Construction Co., Inc., has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 24th day of July, 2018.



RIETH-RILEY CONSTRUCTION CO., INC.


A. Keith Rose, President

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

On this 24th day of July, 2018, before me personally came A. Keith Rose, to me known, who, being by me sworn, did depose and say: that he is President of Rieth-Riley Construction Co., Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he executed the said instrument on behalf of the corporation by authority of his office pursuant to corporation's Restated By-Laws and standing resolutions.

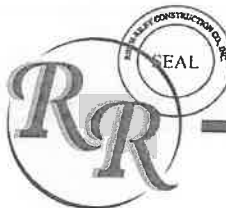
My Commission Expires: March 16, 2024

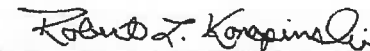



Ronya Phillips, Notary Public
Residing in Elkhart County, Indiana

I, Robert L. Konopinski, do hereby certify that I am the duly appointed and acting Secretary of Rieth-Riley Construction Co., Inc., a corporation duly organized, validly existing and in good standing under the laws of the State of Indiana; that the foregoing Certificate of Authority has neither been amended or rescinded and remains in full force and effect; and furthermore, that the Restated By-Laws and standing resolutions of the corporation, as referred to and set forth in this Certificate of Authority, continue in full force and effect.

Signed and Sealed at the Corporate Office of Rieth-Riley Construction Co., Inc., in the City of Goshen, State of Indiana. Dated this _____ day of _____, 20____.




Robert L. Konopinski, Secretary

P.O. Box 477 • 3626 Elkhart Rd. • Goshen, IN 46527

Phone: (574) 875-5183 • www.rieth-riley.com

RIETH-RILEY CONSTRUCTION Co., Inc.

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Memorandum

To: Distribution List

From: A. Keith Rose, President 

Date: August 24, 2020

Subject: Appointment of Assistant Secretaries
For Attestation Purposes Only

In accordance with the power granted to me by Rieth-Riley Construction Co., Inc.'s By-Laws and Board of Directors, I hereby appoint each of the persons listed on the attached List of Assistant Secretaries to serve in the capacity as Assistant Secretary for Attestation Purposes only effective as of August 24, 2020.

As an Assistant Secretary, you are authorized to attest to signatures of authorized employees who are signing documents on behalf of Rieth-Riley Construction Co., Inc.

You will hold this position until the 2021 Annual Board meeting or until such earlier time that you resign, your employment with Rieth-Riley is terminated, or your appointment is rescinded by the Board or me.

AKR/dls

Attachment

Distribution List:

K. Rensberger	D. Solina	B. Inniger	K. Rose	G. Yarkie
M. Jaskela	S. Stine	K. Tussey	T. Parten	N. Carboneau
G. Pyclik	M. Hostetler	B. Garrett	C. Weinkauff	T. Gosc
S. Bragg	E. Engleking	H. Williams	J. Mulhern	D. Foreman
C. Waldo	A. Teceno	C. Loney	R. Lauretti	K. Breukink
L. Bushong	R. Trout	R. Haney	A. Reisig	T. Colberg
M. Southwood	D. Larson	E. Jordan	D. J. Shannon	N. Yoder
N. Pierpoint				

RIETH-RILEY CONSTRUCTION Co., Inc.

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**LIST OF ASSISTANT SECRETARIES
(for attestation purposes only)
Effective as of August 24, 2020**

Corporate	Karmen Rensberger Danelle Solina
Indianapolis	Michael Jaskela Kevin Tussey Thomas Parten Eric Jordan Deborah Janell Shannon
Lafayette	Brian Garrett Chris Weinkauf Nancy Yoder
South Bend/Elkhart	Neal Carboneau Matt Hostetler Gary Pyclik
LaPorte	Samantha Bragg Todd Gosc
Cal-Region	Daniel Foreman Harrigan Williams Joan Mulhern
Benton Harbor/Kalamazoo	Richard Haney Adrienne Reisig
Big Rapids/Ludington	Chad Waldo Amy Teceno
Grand Rapids	Chad Loney Kirk Breukink Rosann Lauretti
Lansing	Daniel Larson Nichole Pierpoint

RIETH-RILEY CONSTRUCTION Co., Inc.

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Houghton Lake

Larry Bushong
Raychelle Trout

Petoskey/Traverse City

Todd Colberg
Mary Southwood

Attachment 1

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

Attachment 2

The Affidavit of Employee Status shall be signed and notarized.

AFFIDAVIT OF EMPLOYEE STATUS

Re: Project – 171st Street and Carey Road Intersection Improvement Project

WHEREAS, the City of Westfield, Hamilton County, Indiana, hereinafter referred to as the “City” is in the process of construction work on the 171st Street and Carey Road Intersection Improvement project, hereinafter referred to as the “Project”;

WHEREAS, Rieth-Riley Construction Co., Inc., hereinafter referred to as the “Vendor”, is the general contractor of the above reference project; and

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

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

Signature:

Printed Name:

Signature:

Printed Name:

STATE OF INDIANA:

COUNTY OF

:

SS:

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

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

Signature

Printed Name

My Commission expires _____

I am a resident of _____ County.

CITY OF WESTFIELD BY:

, Director of Public Works

STATE OF INDIANA:

COUNTY OF HAMILTON:

SS:

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

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

Signature

Printed Name

My Commission expires _____

I am a resident of _____ County.

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

Attachment 3

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



Invoice Date:	
Invoice or App Number:	

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

Westfield Project Name:	171 st and Carey Roundabout
Westfield Project Number:	2010036
Westfield Project Manager:	John Nail
Westfield PO Number:	
Vendor Name:	Rieth-Riley

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

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



Board of Works

Andy Cook
Randy Graham
Jim Ake

Clerk Treasurer

Cindy J. Gossard

To: Westfield Board of Public Works & Safety

Date: May 26, 2021

Re: Action Item-Signing Authority
2021 Resurfacing Project

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider granting Jeremy Lollar, Director of Public Works, signing authority for the 2021 Resurfacing Project, not to exceed an amount of \$2,800,000.00. The bid opening is on June 2, 2021. All bid documents will be reviewed for proper compliance before the acceptance of the lowest, most responsive bidder.

Randy Graham

Jim Ake

Andy Cook

Public Works Department

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

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



Board of Works

Andy Cook
Randy Graham
Jim Ake

Clerk Treasurer

Cindy J. Gossard

To: Westfield Board of Public Works & Safety

Date: May 26, 2021

Re: Action Item-Signing Authority
2021 Asphalt Rejuvenating

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider granting Jeremy Lollar, Director of Public Works, signing authority for 2021 Asphalt Rejuvenating Project for the amount of \$149,862.25. The quotes were due on May 21, 2021, and all of the paperwork is in order.

Randy Graham

Jim Ake

Andy Cook

Public Works Department

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

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

H & N Outdoor Services, LLC
P.O. Box 206
Sheridan, IN 46069
handnoutdoorservices@gmail.com



Estimate

ADDRESS

Chris McConnell
City Of Westfield
2706 E 171st Street
Westfield, IN 46074

ESTIMATE # 220

DATE 04/22/2021

EXPIRATION DATE 05/22/2021

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Pavers Old Friends Cemetery Park Leveling, sanding, replacing, and power washing current patio.	1	1,635.00	1,635.00
TOTAL				\$1,635.00

Accepted By

Accepted Date

**CITY OF WESTFIELD
RESOLUTION 21-115**

**A RESOLUTION DESIGNATING THE WESTFIELD FIRE DEPARTMENT
AS A PURCHASING AGENT**

WHEREAS, the City of Westfield (the “City”) is a third-class city existing under the provisions of Indiana Code § 36-4-1, *et. seq.*;

WHEREAS, the Westfield Board of Public Works and Safety (the “Board”) was established under the provisions of Indiana Code § 36-4-9-5 and has exclusive control over all matters and property related to the fire department per Indiana Code § 36-8-3-2;

WHEREAS, Indiana Code § 5-22-1 *et. seq.* (the “Act”) applies to every expenditure of public funds by a unit of government for public purchases;

WHEREAS, Indiana Code § 5-22-8-2(b) permits a purchasing agent to establish small purchase policies for all purchases up to \$50,000.00;

WHEREAS, it is necessary that the Board adopt certain small purchasing policies to ensure the Westfield Fire Department is in compliance with the provisions of the Act; and,

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

Section 1: DESIGNATION OF PURCHASING AGENCY

In accordance with IC 5-22-8 *et. al.*, the Westfield Fire Department ("Fire Department") shall be designated as a purchasing agency for the City of Westfield.

Section 2: POWERS OF PURCHASING AGENCY

The purchasing agency shall:

1. Within its jurisdictional areas, assume the duties, powers and responsibilities assigned to purchasing agencies under the Act.
2. Establish procedures, not inconsistent with the Act or this Resolution, for obtaining materials, supplies, equipment or contractual services for the Fire Department as may be best suited to obtain the greatest economic value for the Fire Department.
3. Prepare specifications and notice to bidders and ascertain that required notices are published where bidding and publication of notices are required by law.
4. Cooperate and consult with the City Clerk or his/her designee for the purpose of ensuring that adequate funds are available prior to making necessary purchases and acquisitions to assure that they are within the limits of the budget appropriations.
5. Designate, in writing, such additional purchasing agents as are necessary to carry out the purposes of the Resolution.

Section 3: SMALL PURCHASE PROCEDURES

1. House Captains/Station Officers are hereby declared purchasing agents ("Purchasing Agent") and are authorized to purchase materials or supplies with an estimated cost of less than Five Hundred Dollars (\$1,000.00) on the open market without inviting or receiving quotes or bids.

2. Battalion Chiefs are hereby declared Purchasing Agents and are authorized to purchase materials or supplies with an estimated cost of less than Three Thousand Dollars (\$3,000.00) on the open market without inviting or receiving quotes or bids.

3. Fleet Maintenance personnel are hereby declared Purchasing Agents and are authorized to purchase materials or supplies with an estimated cost of less than Ten Thousand Dollars (\$10,000.00) on the open market without inviting or receiving quotes or bids.

4. Division Chiefs are hereby declared Purchasing Agents and are authorized to purchase materials or supplies with an estimated cost of less than Ten Thousand Dollars (\$25,000.00) on the open market without inviting or receiving quotes or bids.

5. The Fire Chief and Deputy Chiefs must authorize the purchase of materials or supplies with an estimated cost of Ten Thousand Dollars (\$25,000.00) to

Fifty Thousand Dollars (\$50,000.00) and may do so on the open market without inviting or receiving quotes or bids.

6. All p-Card purchases shall be in accordance with the policies and guidelines set forth by the Purchase Card Policies and City Ordinance (Ord. 08-03).

Section 4: PREPARATION OF SPECIFICATIONS AND SPREADSHEET OF SPECIFICATIONS

1. Specifications shall be prepared by the Purchasing Agent for all materials and supplies to be purchased. Such specifications shall describe the materials and supplies to be purchased with reasonable specificity and may describe such criteria as shall be used to evaluate materials and supplies offered for purchase. Such criteria may include provisions for inspection and testing of supplies; ascertaining the quality and workmanship of supplies; determining the delivery time for supplies; and, in the case of supplies provided by Trusts, imposing the statutory requirements relevant to public purchases from Trusts.

2. Specifications shall be written to promote economy for the purposes intended.

3. Specifications shall be written to encourage competition in satisfying the needs of the Fire Department.

4. The Purchasing Agent shall maintain a file of specifications prepared by or under the authority of the Purchasing Agent.

Section 5: PURCHASE OF SERVICES

The purchasing agency may purchase all services in whatever manner the purchasing agency determines to be reasonable.

[The remainder of this page is intentionally blank]

IN WITNESS WHEREOF, the above-stated provisions have been duly adopted
this ____ day of May, 2021.

**CITY OF WESTFIELD
BOARD OF PUBLIC WORKS AND SAFETY**

Mayor Andy Cook, President

Randy Graham

Jim Ake

29231197v1

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

April 2021

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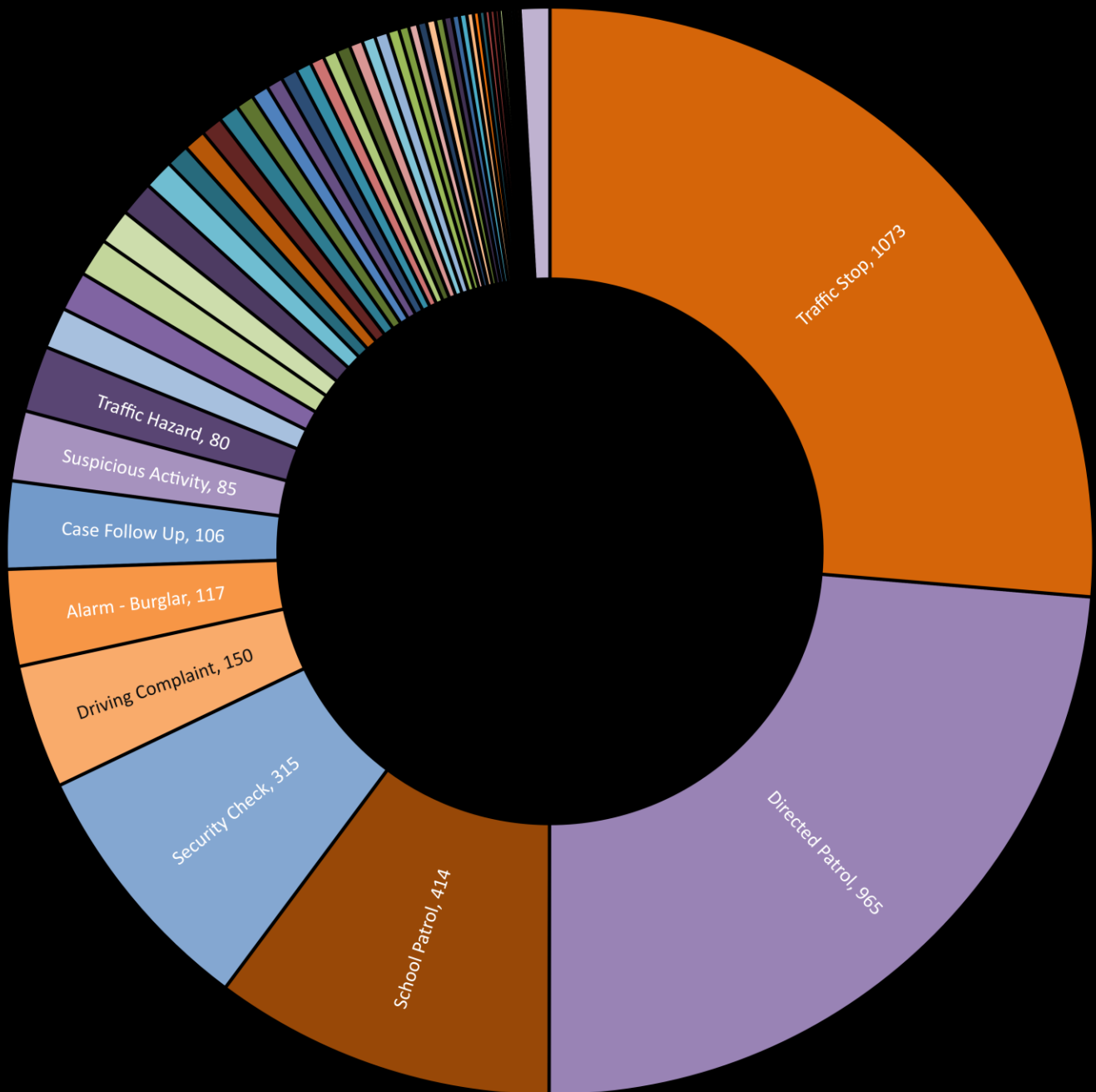
Westfield Police Department

April 2021

Events by Nature

Incident Type	Count	Incident Type	Count
911 Hang Up	21	Juvenile Complaint	16
Abandoned Vehicle	6	K9 Detail	1
Abandonment	0	Kidnapping	0
Abuse / Neglect	2	Lock Out	46
Accident - Hit & Run PD	14	Loud Party	2
Accident - Hit & Run PI	0	Mental Emotional - Violent	4
Accident - Other	1	Mental Person	4
Accident - Property Damage	48	Miscellaneous	11
Accident - Personal Injury	9	Missing Person	2
Accident - Sinking Vehicle	0	Missing Person - PLS	0
Accident - Unknown	2	New Call	1
Accelerator Stuck	0	Nuisance	11
Active Assailant	0	Ordinance Misc.	26
Alarm - Other	3	Parking Complaint	17
Alarm - Vehicle	1	Physical Disturbance	10
Alarm - Burglar	117	Product Contamination	0
Alarm - Hold Up	20	Reckless Activity	1
Animal Bite / Attack	5	Road Rage	7
Animal Complaint	22	Robbery	0
Assist Fire	42	Runaway	1
Assist Other Department	28	School Patrol	414
Assist Public	27	Security Check	315
Battery	2	Sex Offense	4
Bomb Device Found	0	Shooting	0
Bomb Threat	0	Solicitor	5
Burglary	3	Special Detail	1
Carjacking	0	Stabbing	0
Case Follow Up	106	Suicide	2
Child Seat Inspection	1	Suspicious Activity	85
Civil Dispute	17	Suspicious Package	0
Criminal Mischief	17	Test	0
Damage to Property	1	Theft	16
Death Investigation	0	Theft - From a Vehicle	8
Directed Patrol	965	Theft - of a Vehicle	1
Disturbance	36	Threat to Life	4
Driving Complaint	150	Threatening Suicide	6
Drug Complaint	9	Tow Release	10
Drug Lab	0	Traffic Hazard	80
Escort	4	Transport	0
Fight	1	Trespassing	25
Firearms Shots Fired	1	Traffic Stop	1073
Found / Lost Property	12	Unknown Call for Police	2
Found Person	0	VIN Check	50
Fraud Prescription	0	Wanted	2
Fraud / Deception	20	Warrant Service	11
Harassment	19	Weapons Complaint	2
Intoxicated Person	7	Welfare Check	43
Investigation	16	Total	4074

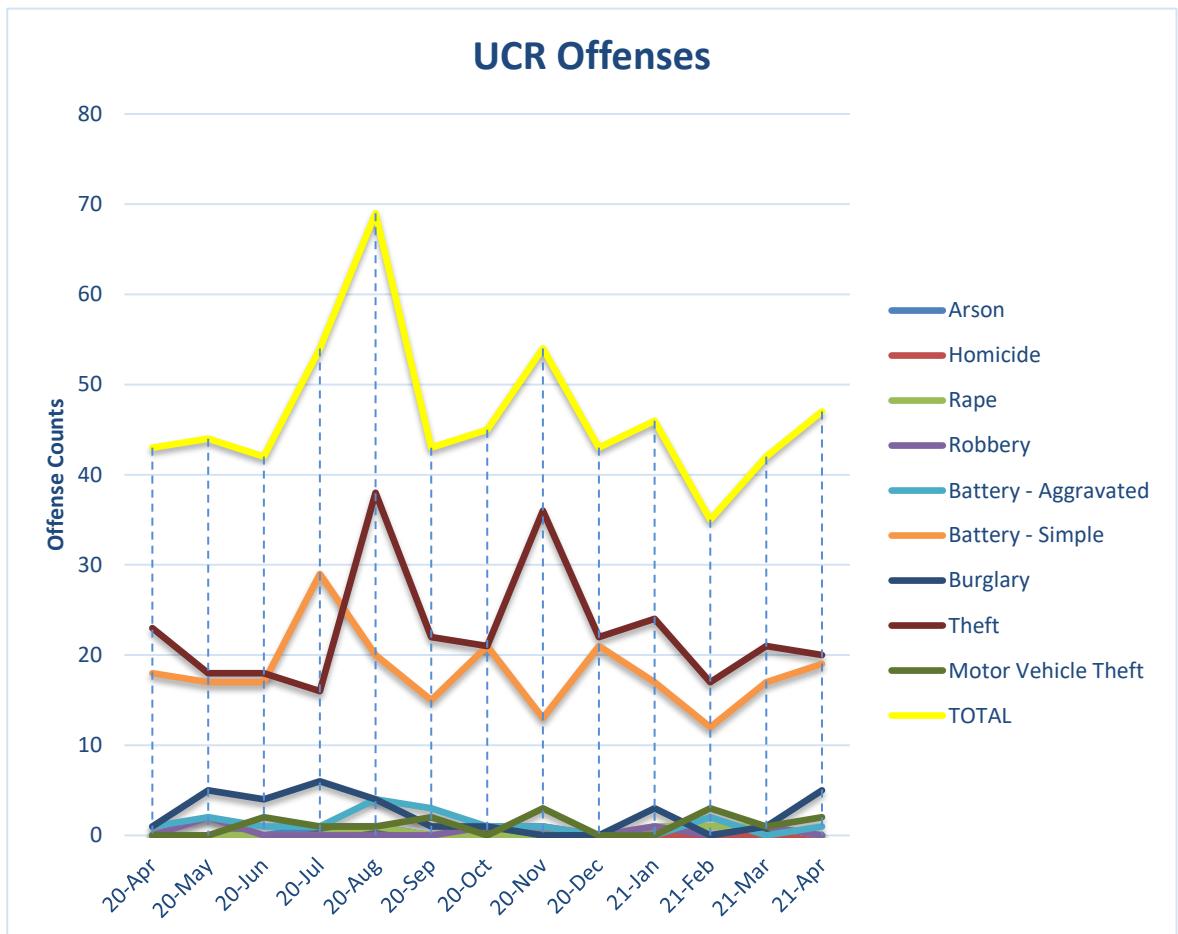
Monthly Events by Incident Type
March 2021



Westfield Police Department
April 2021

UCR OFFENSES

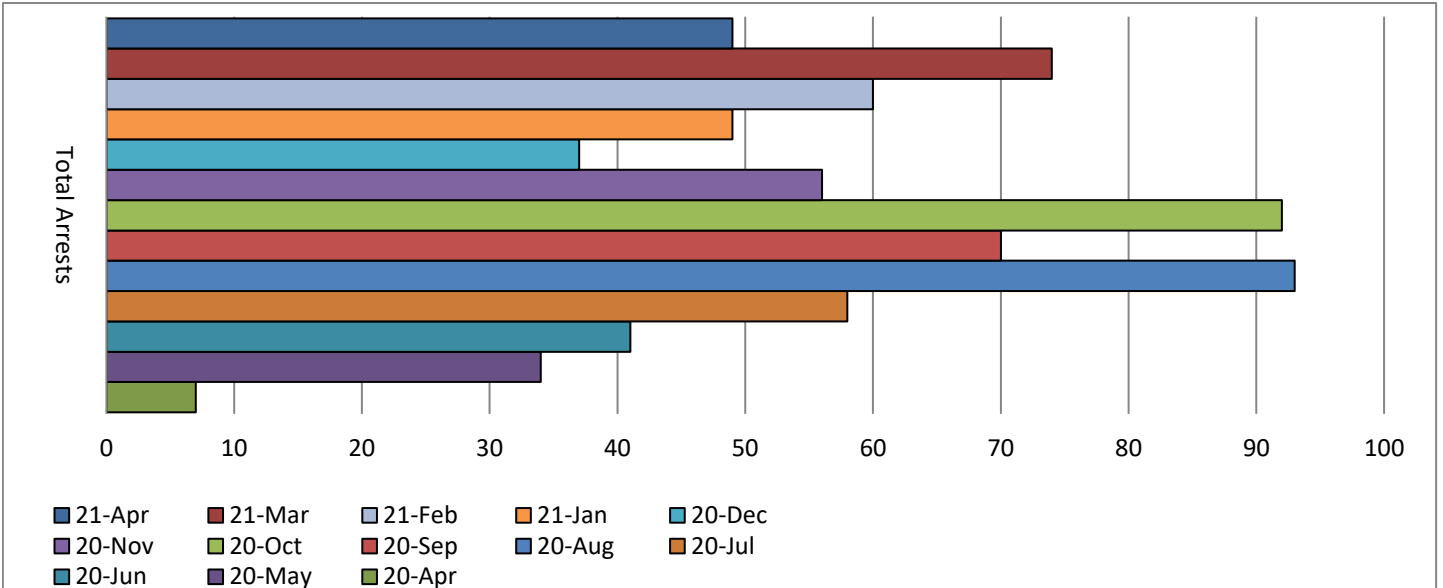
OFFENSE	20-Apr	20-May	20-Jun	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec	21-Jan	21-Feb	21-Mar	21-Apr
Arson	0	0	0	1	1	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	0	0	1	0	0	0	0	1	1	1	0
Robbery	0	2	0	0	0	0	1	1	0	1	0	1	0
Battery - Aggravated	1	2	1	1	4	3	1	1	0	0	2	0	1
Battery - Simple	18	17	17	29	20	15	21	13	21	17	12	17	19
Burglary	1	5	4	6	4	1	1	0	0	3	0	1	5
Theft	23	18	18	16	38	22	21	36	22	24	17	21	20
Motor Vehicle Theft	0	0	2	1	1	2	0	3	0	0	3	1	2
TOTAL	43	44	42	54	69	43	45	54	43	46	35	42	47



Westfield Police Department

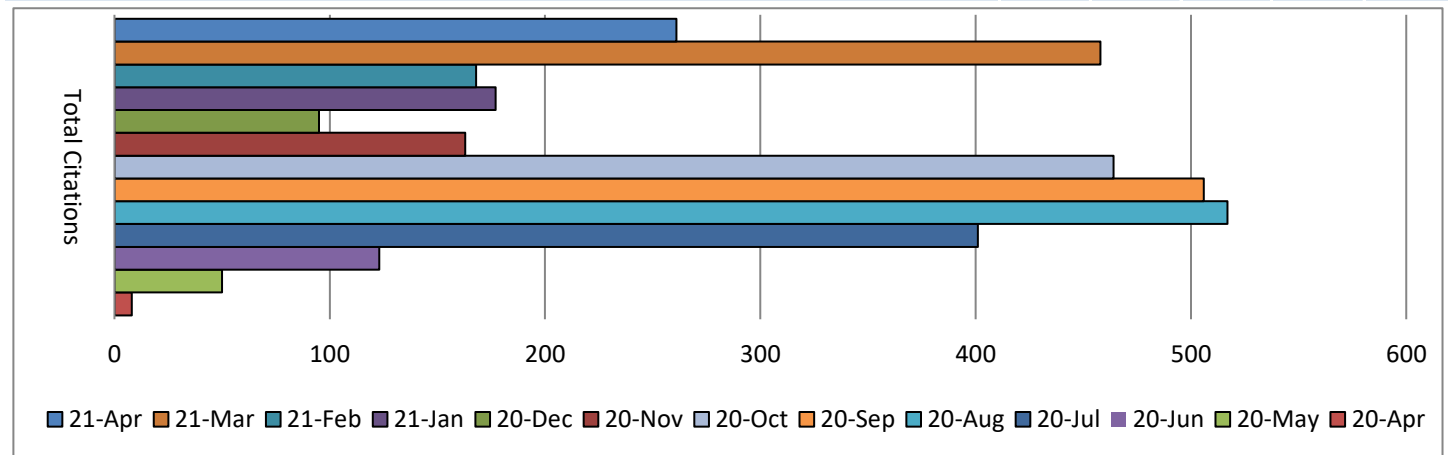
April 2021

Arrest Reports Taken	20-Apr	20-May	20-Jun	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec	21-Jan	21-Feb	21-Mar	21-Apr
Alcohol/ Drug Related	1	8	18	20	25	17	34	18	18	26	26	34	13
Felony Charges	2	13	23	36	34	41	36	22	19	29	44	35	63
Misdemeanor Charges	9	35	79	78	99	67	104	48	41	71	75	124	85
Total Arrests	7	34	41	58	93	70	92	56	37	49	60	74	49



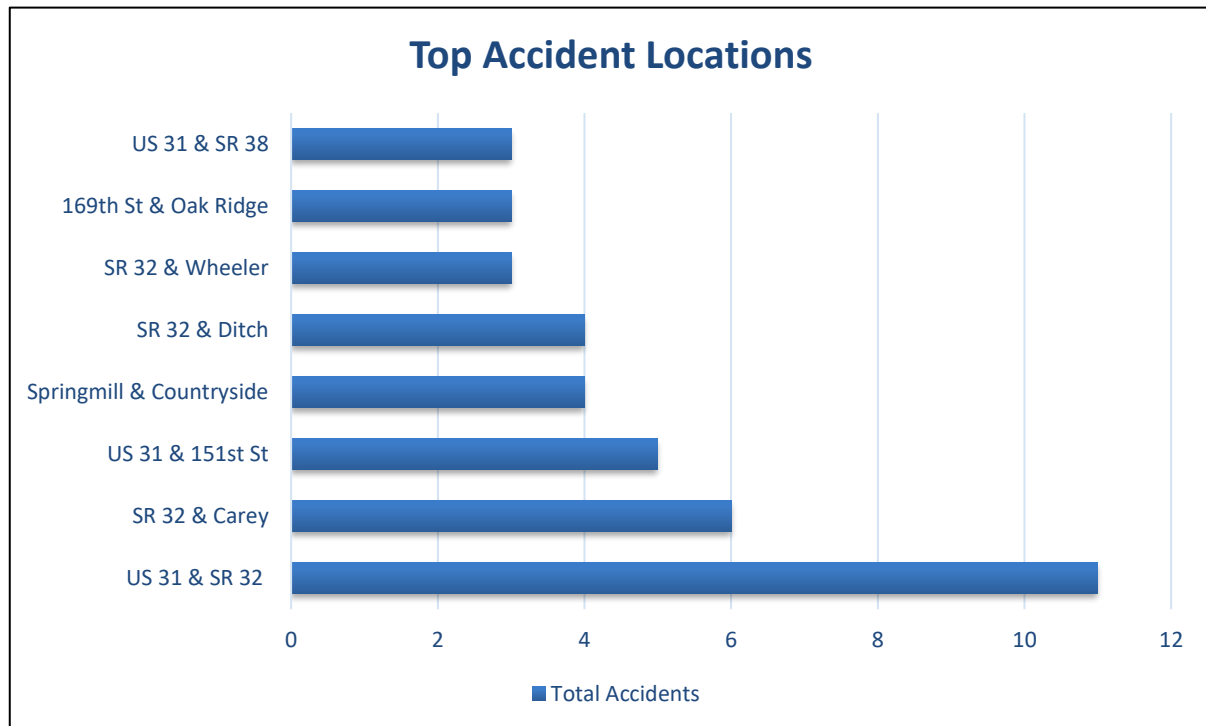
Traffic	20-Apr	20-May	20-Jun	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec	21-Jan	21-Feb	21-Mar	21-Apr
Total Citations	8	50	123	401	517	506	464	163	95	177	168	458	261
Total Written Warning	25	143	350	768	961	1224	1092	426	193	558	604	1184	1118
Total Traffic Accidents	25	39	58	50	48	49	58	48	65	45	53	49	52
Property Damage	24	36	55	46	40	44	47	43	56	40	49	45	47
Personal Injury	1	3	3	4	8	5	11	5	9	5	4	4	5
Fatality	0	0	0	0	0	0	0	0	0	0	0	0	0
<i>Hit and Run*</i>	3	3	8	6	8	4	3	8	7	5	4	10	6

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



Westfield Police Department
April 2021

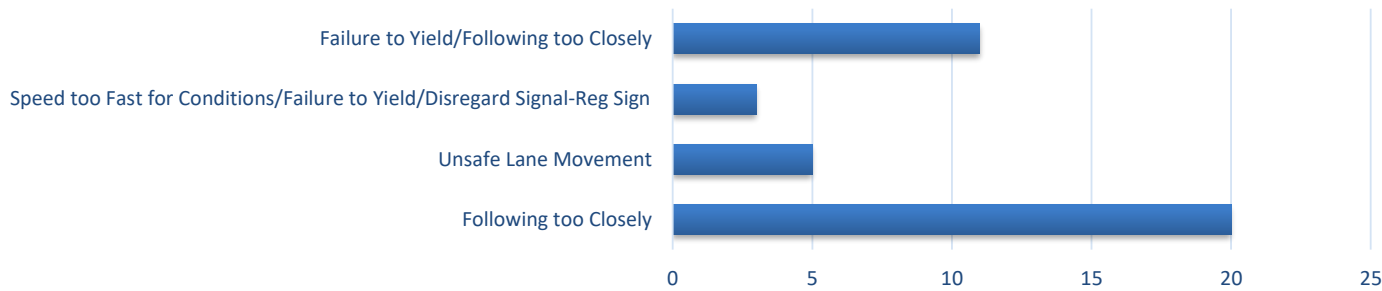
Top Accident Locations		
Accident Location	Total Accidents	Primary Cause
US 31 & SR 32	11	Failure to Yield/Following too Closely
SR 32 & Carey	6	Following too Closely
US 31 & 151st St	5	Unsafe Lane Movement
Springmill & Countryside	4	Following too Closely
SR 32 & Ditch	4	Following too Closely
SR 32 & Wheeler	3	Following too Closely
169th St & Oak Ridge	3	Speed too Fast for Conditions/Failure to Yield/Disregard Signal-Reg Sign
US 31 & SR 38	3	Following too Closely



Westfield Police Department
April 2021

Primary Cause	Sum of Total Accidents
Following too Closely	20
Unsafe Lane Movement	5
Speed too Fast for Conditions/Failure to Yield/Disregard Signal-Reg Sign	3
Failure to Yield/Following too Closely	11

Sum of Total Accidents by Primary Cause, based on Top Accident Locations



Westfield Police Department
April 2021

Community Events

4/2/21	Donation to Open Doors
4/8/21	Easter Basket Contest

**CITY OF WESTFIELD
RESOLUTION 21-118**

**A RESOLUTION DESIGNATING THE CITY OF WESTFIELD'S
DEPARTMENTS AS PURCHASING AGENCIES AND
ADOPTING A UNIFORM SMALL PURCHASE POLICY**

WHEREAS, the City of Westfield (the "City") is a third-class city existing under the provisions of Indiana Code § 36-4-1, *et. seq.*;

WHEREAS, the Westfield Board of Public Works and Safety (the "Board") was established under the provisions of Indiana Code § 36-4-9-5 and is a designated purchasing agency for the City in accordance with Indiana Code § 5-22-2-25;

WHEREAS, as a purchasing agency for the City, the Board is authorized to designate other purchasing agencies within the City, as well as individual purchasing agents for the City, who serve as representatives for the purchasing agency in the administration of the duties of the Board;

WHEREAS, Indiana Code § 5-22-1 *et. seq.* (the "Act") applies to every expenditure of public funds by a unit of government for public purchases;

WHEREAS, Indiana Code § 5-22-8-2(b) permits a purchasing agent to establish small purchase policies for all purchases up to \$50,000.00;

WHEREAS, it is necessary the Board designate the City's departments as purchasing agencies for the City and adopt a uniform small purchase policy to ensure

the purchasing agents within each department are in compliance with the provisions of the Act; and,

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

Section 1: DESIGNATION OF PURCHASING AGENCIES

In accordance with Indiana Code § 5-22-2-26, the Board hereby declares the City's Departments, as designated by the City's executive, as purchasing agencies for the City of Westfield.

Section 2: POWERS OF PURCHASING AGENCIES

The purchasing agencies shall:

1. Within its jurisdictional areas, assume the duties, powers and responsibilities assigned to purchasing agencies under the Act.
2. Establish procedures, not inconsistent with the Act or this Resolution, for obtaining materials, supplies, equipment or contractual services for his/her department as may be best suited to obtain the greatest economic value for the Westfield department.
3. Prepare specifications and notice to bidders and ascertain that required notices are published where bidding and publication of notices are required by law.
4. Cooperate and consult with the City Clerk or his/her designee for the purpose of ensuring that adequate funds are available prior to making necessary

purchases and acquisitions to assure that they are within the limits of the budget appropriations.

5. Designate, in writing, such additional purchasing agents as are necessary to carry out the purposes of the Resolution.

Section 3: SMALL PURCHASE PROCEDURES

1. The Department Directors are hereby declared purchasing agents ("Purchasing Agents") and are authorized to purchase materials or supplies with an estimated cost of less than Fifty Thousand Dollars (\$50,000.00) on the open market without inviting or receiving quotes or bids.

2. Department Supervisors are hereby declared Purchasing Agents and are authorized to purchase materials or supplies with an estimated cost of less than Twenty-Five Thousand (\$25,000.00) on the open market without inviting or receiving quotes or bids.

3. Director designated personnel are hereby declared Purchasing Agents and are authorized to purchase materials or supplies with an estimated cost of less than Five Thousand Dollars (\$5,000.00) on the open market without inviting or receiving quotes or bids.

4. The Department Directors must authorize the purchase of all materials and supplies with an estimated cost of Ten Thousand Dollars (\$10,000.00) to Fifty Thousand Dollars (\$50,000.00).

Section 4: P-CARD PURCHASES

All pCard purchases shall be in accordance with the policies and guidelines set forth by the Purchase Card Policies and City Ordinance (Ord. 08-03).

Section 5: PREPARATION OF SPECIFICATIONS AND SPREADSHEET OF SPECIFICATIONS

1. Specifications shall be prepared by the Purchasing Agents for all materials and supplies to be purchased. Such specifications shall describe the materials and supplies to be purchased with reasonable specificity and may describe such criteria as shall be used to evaluate materials and supplies offered for purchase. Such criteria may include provisions for inspection and testing of supplies; ascertaining the quality and workmanship of supplies; determining the delivery time for supplies; and, in the case of supplies provided by Trusts, imposing the statutory requirements relevant to public purchases from Trusts.

2. Specifications shall be written to promote economy for the purposes intended.

3. Specifications shall be written to encourage competition in satisfying the needs of the Westfield Departments.

4. The Purchasing Agents shall maintain a file of specifications prepared by or under the authority of the Purchasing Agents.

Section 5: PURCHASE OF SERVICES

The purchasing agencies may purchase all services, with an estimated cost less than Fifty Thousand Dollars (\$50,000.00) in whatever manner the purchasing agency determines to be reasonable.

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IN WITNESS WHEREOF, the above-stated provisions have been duly adopted this ____ day of May, 2021.

**CITY OF WESTFIELD
BOARD OF PUBLIC WORKS AND SAFETY**

Mayor Andy Cook, President

Randy Graham

Jim Ake

29231197v1

May 20, 2021

Jeremy Lollar, Director of Public Works
City of Westfield
2728 East 171st Street
Westfield, IN 46074

Re: 156th St & Westfield Blvd Trail Design Supplemental

Dear Mr. Lollar:

VS Engineering, Inc. (VS) is excited to continue to work closely with the City of Westfield on the 156th St and Westfield Blvd Trails Project. The following supplemental is subject to the terms and conditions of the original contract, signed on January 22, 2020.

Supplemental Description

Upon preliminary design of the trail along 156th Street from US 31 to Union Street, it was determined that the trail could not be designed in such a way to fit within the exceptions required for a non-modeling Construction in a Floodway permit. As a result of these findings, it was decided to alter the route of the trail to follow along the west side of Union Street from 156th Street to the Natalie Wheeler Trail, instead of crossing Union Street at 156th Street. Due to this change, additional services will be required to revise the trail route. A summary of those services can be found below, with respective hours and fee justification attached.

Scope of Additional Services

I. Topographical Survey

Additional topographic survey will be required from 156th Street to the Natalie Wheeler Trail along Union Street. This additional survey will meet all of the conditions of the scope detailed in the original contract, with any changes or additions in the attached Survey Scope.

II. Trail Design

The new trail design will require additional trail design along Union Street. As a result of the change to the trail route, the total length of trail has increased, which will require additional effort for design and plan preparation.

III. Permits

The original contract included a non-modeling permit to acquire the Construction in a Floodway Permit. Because this design could not meet the requirements for that type of analysis, VS will conduct the modeling required to acquire the permit. Additional scope items related to this permit can be found in the attached IDNR Construction in a Floodway Modeling Scope.

IV. Structural Design

The revised trail route requires a stream crossing at Cool Creek. As a result of this crossing, VS will design abutments and details necessary for construction of a pre-fabricated pedestrian bridge (selected by City of Westfield). Full scope for this work can be found in the attached Structural Engineering Scope.

V. Geotechnical Design

Due to the additional trail length, as well as the required stream crossing and abutments, additional geotechnical investigations will be required.

Compensation

The resulting fees for the supplemental work are as follows. Additional information on fees is attached.

Topographic Survey	\$ 11,000.00
Trail Design	\$ 4,400.00
Permitting	\$ 10,500.00
Geotechnical Engineering	\$ 2,145.00
Structural Engineering	\$ 40,100.00
Total	\$ 68,145.00

We look forward to providing our professional services and will begin upon your written authorization below. Please contact us if you should have any questions or require additional information.

Respectfully,



Sanjay B. Patel, P.E.
President and CEO
VS Engineering, Inc.

Enclosure – Terms & Conditions

Contract Approval

The below acknowledges and approves the supplemental scope of services and associated fees. Standard terms and conditions from the original contract apply.

Signature: _____

Name: _____ Date: _____

Title: _____

PROFESSIONAL SERVICES CONTRACT

CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____, 2021, by and between the City of Westfield, Indiana, acting by and through the BOARD OF PUBLIC WORKS AND SAFETY, hereinafter referred to as the "CITY", and A&F Engineering Co., LLC, hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, the CITY desires to contract for engineering services for the preparation of an updated roadway impact fees;

WHEREAS, the CONSULTANT has expressed a willingness to provide the engineering services required in the preparation of the updated roadway impact fees.

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

Section 1 Services by CONSULTANT

- 1.1 The services to be provided by the CONSULTANT under this Contract are as set out in Appendix "A", attached to this Contract, and made an integral part hereof.

Section 2 Information and services to be furnished by the CITY

- 2.1 The information and services to be furnished by the CITY are as set out in Appendix "B", attached to this Contract, and made an integral part hereof.

Section 3 Schedule and Notice to Proceed

- 3.1 The CONSULTANT shall begin the work to be performed under this Contract upon written Notice to Proceed from the CITY and shall deliver the work to in accordance with the schedule contained in Appendix "C", attached to this Contract, and made an integral part hereof.
- 3.2 The CONSULTANT shall not begin the work prior to the date of the written notice to proceed.

Section 4 Compensation

- 4.1 The CONSULTANT shall receive payment for the work performed under this Contract as set forth in Appendix "D", attached to this Contract, and made an integral part hereof.

Section 5 General Provisions

5.1 Work Office

The CONSULTANT shall perform the work under this Contract at 8365 Keystone Crossing, Suite 201, Indianapolis, Indiana, 46240.

- 5.2 Employment
During the period of this Contract, the CONSULTANT shall not engage on this project on a full or part time or other basis any professional of technical personnel who are or have been at any time during the period of this Contract in the employ of the CITY except regularly retired employees.
- 5.3 Covenant Against Contingent Fees
The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award of making this Contract. For breach or violation of this warranty the CITY shall have the right to annul this Contract without liability, or, at its discretion to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 5.4 Subletting and Assignment of Contract
No portion of the work under this Contract shall be sublet, assigned or otherwise disposed of, except with the written consent of the CITY. Consent to sublet, assign or otherwise dispose of any portion of the work under this Contract shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of this Contract. A subcontractor shall not subcontract any portion of its work under this Contract.
- 5.5 Ownership of Documents
All documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc., as instruments of service, are to be the property of the CITY. During the performance of the services, herein provided for, the CONSULTANT shall be responsible for any loss or damage to the documents, herein enumerated, while they are in its possession and any such loss or damage shall be restored at its expense. Full access to the work during the progress of the work shall be available to the CITY.
- 5.6 Access to Records
The CONSULTANT and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Contract and for three years from the date of final payment under the terms of the Contract, for inspection by the CITY and copies shall be furnished if requested.
- 5.7 Compliance with State and Other Laws
The CONSULTANT specifically agrees that in performance of the services herein enumerated by it or by a subcontractor or anyone acting in behalf of either, that it will comply with any and all Local, State, and Federal Statutes, ordinances, and regulations and obtain all permits that are applicable to the entry into and performance of this Contract.

5.8 Responsibility for Claims and Liabilities

The CONSULTANT shall be responsible for all damage to life and property due to activities of the CONSULTANT, its subcontractors, agents, or employees in connection with such services, and shall be responsible for all parts of its work both temporary and permanent and shall hold the City harmless, therefore.

5.9 Status of Claims

The CONSULTANT shall be responsible for keeping the CITY currently advised as to the status of any claims made for damages against the CONSULTANT resulting from services performed under this Contract. The CONSULTANT shall send notice of claims related to work under this Contract to the CITY.

5.10 Workman's Compensation and Liability Insurance

The CONSULTANT shall procure and maintain, until final payment by the CITY for the services covered by this Contract, insurance of the kinds and in the amounts hereinafter provided in insurance company's authorized to do such business in the State of Indiana covering all operations under this Contract whether performed by it or by its subcontractor. The CONSULTANT will not be given a notice to proceed until the CONSULTANT has furnished a certificate or certificates in a form satisfactory to the CITY, showing that this section has been complied with. During the life of the Contract, the CONSULTANT shall furnish the CITY with certificates showing that the required policies shall not be changed or cancelled until ten (10) days written notice has been given to the CITY. In the event that such written notice of change or cancellation is given, the CITY may at its option terminate this Contract and no further compensation shall in such case be made to the CONSULTANT. The kinds and amounts of insurance required are as follows:

- (A) Policy covering the obligations of the CONSULTANT in accordance with the provisions of the Workmen's Compensation Law. This Contract shall be void and of no effect unless the CONSULTANT procures such policy and maintains it until acceptance of the work.
- (B) Comprehensive Policies of Bodily Injury Liability and Property Damage Liability Insurance, including Owners and Contractors Protective Coverage and a Save and Hold Harmless Endorsement of the types herein specified each with Bodily Injury Limits of Liability of not less than \$300,000.00 for each person, including death at any time resulting therefrom, and not less than \$1,000,000.00 in any one accident, and not less than \$300,000.00 for all damages arising out of injury to or destruction of property.
- (C) Automobile Policies of Bodily Injury and Property Damage Liability Insurance of the types herein specified with bodily injury limits of liability of not less than \$300,000.00 for each person, including death at any time resulting therefrom, and not less than \$1,000,000.00 in any one accident, and not less than \$300,000.00 for all damages arising out of injury to or destruction of property, including hired and non-owned vehicles.
- (D) Professional Liability Insurance \$1,000,000.00 for each claim and \$1,000,000.00 in the aggregate.

5.11 Changes in work

In the event the CITY requires a major change in scope, character of complexity of the work after the work has progressed as directed by the CITY, adjustments in compensation to the CONSULTANT and in time of performance of the work as modified, shall be determined by the CITY in the exercise of its honest and reasonable judgment and the CONSULTANT shall not commence the additional work of the change of the scope of the work until a supplemental agreement is executed and the CONSULTANT is authorized in writing by the CITY.

5.12 Delays and Extensions

The CONSULTANT agrees that no charges or claim for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be compensated for by an extension of time for such period as may be determined by the CITY in the exercise of its honest and reasonable judgement, it being understood, however, the permitting of the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the CITY of any or its rights herein.

5.13 Abandonment and Termination

The CITY reserves the right to terminate or suspend this Contract upon written notice.

- (A) If the CITY shall abandon the services herein mentioned, the CONSULTANT shall deliver to the CITY all data, reports, drawings, specifications, and estimates completed or partially completed and these shall become the property of the CITY. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the CONSULTANT to the date of the abandonment and which estimate shall be made by the CITY in the exercise of its honest and reasonable judgement of all services to be paid for on a lump sum basis.
- (B) If, at any time, for any cause whatsoever, the CONSULTANT shall abandon or fail to timely perform any of its duties hereunder, including the preparation and completion of plans and specifications within the several times hereinbefore specified, or within such further extension or extensions or time as agreed upon, the CITY may give written notice, that if the CONSULTANT shall not within twenty (20) calendar days from the date of such notice, have complied with the requirements of this Contract, then the Contract is deemed terminated. Upon the mailing or delivery of such notice or personal delivery thereof to the CONSULTANT, AND THE failure of the CONSULTANT within said described (20) day period to fully comply with each and all requirements of this Contract, this Contract shall terminate and the CITY may by any method it deems to be necessary designate and employ other consultants by agreement or otherwise, to perform and complete the services herein described. When written notice is referred to herein, it shall be deemed given when deposited in the mail addressed to the CONSULTANT at its last known address.

- (C) In case the CITY shall act under the last preceding paragraph, then and in such event, all data, reports, drawings, plans, sketches, sections, and models, all specifications, estimates, measurements, and data pertaining to the project, prepared under the terms of in fulfillment of this Contract, shall be delivered within twenty (20) days to the CITY. In the event of the failure by the CONSULTANT to make such delivery upon demand, then and in that event the CONSULTANT shall pay the CITY any damage it may sustain by reason thereof.

5.14 Successors and Assignees

The CITY, insofar as authorized by law, binds itself and its successors, and the CONSULTANT binds its successors, executors, administrators and assignees, to the other party of the Contract and to the successor, executors, administrators and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Contract.

Except as above set forth, neither CITY nor the CONSULTANT shall assign, sublet or transfer its or its interest in this Contract without the consent of the other.

5.15 Supplements

This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

5.16 Non Appropriation Clause

The parties acknowledge that the Board of Public Works is a part of the City of Westfield which is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if any time during the initial term or any subsequent term of this Agreement, the fiscal body should fail to appropriated sufficient funds to continue the contract, the contract shall become null and void. In the event of a non-appropriation of funds, the Board of Public Works will give notice to A&F Engineering Co., LLC immediately of such failure and shall pay A&F Engineering Co., LLC for all services provided prior to the exhaustion of the appropriated funds. The Board of Public Works agrees to seek funding for the continuation of this agreement during each budget cycle during the initial term or any subsequent term of this Agreement.

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IN TESTIMONY WHEREOF, the parties hereto have executed this Contract.

A&F ENGINEERING CO., LLC

BOARD OF PUBLIC WORKS &
SAFETY

WESTFIELD, INDIANA

BY: 

Steven J. Fehribach, P.E.
President

BY: _____

Mayor Andy Cook

BY: _____

Member

BY: _____

Member

Attest:

Attest:

BY: 

Matt Brown, P.E.
Vice President

BY: _____

Clerk

APPENDIX “A”

SCOPE OF WORK

PURPOSE

The purpose of this project is to develop a Traffic Impact Fee Plan Update for the City of Westfield, Indiana. The plan will investigate existing conditions, existing traffic volumes, existing capacities of streets and intersections, project future traffic volumes, investigate various traffic improvement plans and develop a traffic impact fee.

STUDY AREA

The study area to be included in this Traffic Impact Fee Plan is the City of Westfield, Hamilton County. The update will be modified to include one zone improvement plan as shown on the attached figure. The attached figure is the zone improvement plan and street and roadways that will be included.

SCOPE OF WORK

The following work items will be included in this Traffic Impact Fee Plan for each of the previously identified streets:

PHASE A – EXISTING CONDITIONS

1. 24-Hour Volume Counts – for selected roadway sections make a minimum of a 48-hour traffic volume count then summarizing each volume count for a 24-hour period. Each volume count will be by direction. There are a total of 212 locations included in this phase (see attached list). These counts are made with automatic counters with road tubes.
2. Peak Hour Volume Counts – for selected intersections make a manual turning movement volume count. Each count shall be made over 6 hours of a typical weekday around the am and pm peak travel times. There are a total of 166 intersections included in this phase (see attached list).

3. Street Inventory – Inventory existing street and roadway conditions including:
 - a. lane widths
 - b. shoulder widths and type or curbs and gutters
 - c. traffic controls
 - d. passing zones
 - e. speed limits

This will be provided for each of the 212 segments and 166 intersections.
4. Capacity Analysis – Calculate the capacity for existing conditions and existing traffic volumes.
5. Roadway Requirements – Based on the traffic volume data and capacity analyses, prepare recommendations for the design of all routes and intersections. The recommendations will include requirements for street widths, turn-lanes, intersection realignment and traffic control. These recommendations will document the roadway needs for the CITY under existing conditions.
6. Construction Estimate – Prepare a construction estimate for the needed improvements. This would establish the level of participation for the CITY as it exists today.
7. Report – Prepare a written report documenting all data, summaries, analyses, recommendations, and construction estimates.

PHASE B – PROPOSED CONDITIONS

1. Generated Trips – Estimate the total number of trips that will be generated for each parcel of vacant land that is identified in the study area.
2. Trip Assignment – Assign each generated trip from each parcel to one or more of the roads and streets included in this analysis.
3. Trip Distribution – Distribute each trip to the street and intersection system included in this analysis.

4. Total Traffic – Calculate the total traffic for the street and road system, which will be the sum of existing traffic volumes plus the generated traffic volumes.
5. Capacity Analysis – Calculate the capacity for the existing roadway conditions and the total traffic volumes.
6. Roadway Requirements – Based on the traffic volumes data and capacity analyses, prepare recommendations for the design of all major routes and intersections. The recommendations would include requirements for street widths, turn-lanes, intersection realignment, and traffic controls. These recommendations will document the roadway needs for the CITY under fully developed conditions.
7. Construction Estimate – Prepare a construction estimate for the needed improvements. This would establish the level of participation for all new development in the form of impact fees.
8. Report – Prepare a written report documenting all data, analyses, recommendations, construction estimates, and impact fees calculations.

APPENDIX "B"

INFORMATION AND SERVICE TO BE FURNISHED BY THE CITY

- A. The CITY shall furnish the CONSULTANT with the following:
 - 1. The CITY shall designate an employee as the Project Coordinator to coordinate activities between the CITY and the CONSULTANT.
 - 2. Vacant parcels, land uses & densities to be used on each vacant parcel that is to be included in this analysis.

APPENDIX “C”

SCHEDULE

A. SCHEDULE

1. The work by the CONSULTANT under this AGREEMENT shall be completed and delivered to the LOCAL PUBLIC AGENCY within the time specified below following receipt of a written notice to proceed:

Data Collection	December 31, 2021
Preliminary Report	July 30, 2022
Final Report	August 31, 2022

APPENDIX “D”
COMPENSATION

A. AMOUNT OF PAYMENT

1. The CONSULTANT shall receive as payment for the work performed under this AGREEMENT as follows:
 - a. Traffic Volume Data \$ 52,000.00
 - b. Report - Proposed Impact Fee \$255,400.00
2. The CONSULTANT shall be paid for the work performed under the AGREEMENT on a lump sum fee basis.

ATTACHMENT A
24- HOUR VOLUME COUNT SEGMENTS

1. Along CR N 1200 E between:
 - a. 146th Street and 156th Street
 - b. 156th Street and 166th Street
 - c. 166th Street and SR 32
 - d. 186th Street and 196th Street
 - e. 206th Street and 216th Street
2. Along Joliet Road between:
 - a. 156th Street and 166th Street
 - b. 166th Street and SR 32
 - c. SR 32 and 186th Street
 - d. 186th Street and 193rd Street
 - e. 193rd Street and 196th Street
 - f. 196th Street and 206th Street
3. Along Shelborne Road between:
 - a. 146th Street and 151st Street
 - b. 151st Street and Eagle Creek Avenue
4. Along Mule Barn Road between:
 - a. SR 32 and 186th Street
 - b. 186th Street and 193rd Street
 - c. 193rd Street and 206th Street
 - d. 206th Street and 216th Street
5. Along Centennial Road between:
 - a. SR 32 and 186th Street
 - b. 186th Street and 193rd Street
6. Along Towne Road between:
 - a. 146th Street and 151st Street
 - b. 151st Street and 156th Street
 - c. 156th Street and 159th Street
 - d. 161st Street and 166th Street

7. Along Lamong Road between:
 - a. 193rd Street and 206th Street
 - b. 206th Street and 211th Street
 - c. 211th Street and 216th Street
8. Along Eagletown Road between:
 - a. 166th Street and SR 32
 - b. SR 32 and 186th Street
 - c. 186th Street and 193rd Street
9. Along Freemont Road between:
 - a. 193rd Street and 206th Street
 - b. 206th Street and 211th Street
 - c. 211th Street and 216th Street
10. Along Ditch Road between:
 - a. 146th Street and 151st Street
 - b. 156th Street and 161st Street
 - c. 161st Street and 166th Street
 - d. 166th Street and 169th Street
 - e. 171st Street and SR 32
11. Along Casey Road between:
 - a. SR 32 and 186th Street
 - b. 186th Street and 193rd Street
12. Along Six Points Road between:
 - a. 193rd Street and 206th Street
 - b. 206th Street and 216th Street
13. Along Spring Mill Road between:
 - a. 146th Street and Greyhound Pass
 - b. Greyhound Pass and 156th Street
 - c. 156th Street and 161st Street
 - d. 161st Street and 169th Street
 - e. 169th Street and SR 32
 - f. SR 32 and 186th Street
 - g. 186th Street and 191st Street

- h. 191st Street and 193rd Street
- 14. Along Horton Road between:
 - a. 191st Street and 199th Street
 - b. 199th Street and 206th Street
 - c. 206th Street and 214th Street
 - d. 214th Street and 216th Street
- 15. Along Dartown Road between:
 - a. SR 32 and 181st Street
- 16. Along Oak Ridge Road between:
 - a. Greyhound Pass and 156th Street
 - b. 156th Street and 161st Street
 - c. 161st Street and 169th Street
 - d. 169th Street and SR 32
 - e. 206th Street and 214th Street
 - f. 214th Street and SR 38
- 17. Along Wheeler Road between:
 - a. SR 32 and 181st Street
- 18. Along Tomlinson Road between:
 - a. 186th Street and 191st Street
 - b. 196th Street and 199th Street
- 19. Along Poplar Street between:**
 - a. David Brown Road/169th Street and Park Street**
- 20. Along Western Way between:
 - a. 146th Street and Greyhound Pass
- 21. Along Greyhound Pass between:
 - a. Spring Mill Road and Oak Ridge Road
 - b. Oak Ridge Road and 151st Street
 - c. 151st Street and Greyhound Court Plaza
 - d. Greyhound Court Plaza and Western Way
 - e. US 31 and Cool Creek Park Road
 - f. 147th Street and 146th Street
- 22. Along Greyhound Court between:

- a. Greyhound Court Plaza and 151st Street
23. Along US 31 between:
- a. 151st Street and 156th Street
 - b. 156th Street and 161st Street
 - c. 161st Street and 169th Street
 - d. 169th Street and SR 32
 - e. SR 32 and 181st Street
 - f. 181st Street and 191st Street
 - g. 196th Street and 203rd Street
24. Along Westfield Blvd/Union Street between:
- a. 151st Street and 156th Street
 - b. 161st Street and 169th Street
 - c. 169th Street and 171st Street
 - d. SR 32 and 181st Street/ Hoover Road
25. Along Cool Creek Park Road between:
- a. Greyhound Pass and 151st Street
26. Along East Street between:
- a. SR 32 and 181st Street
 - b. 181st Street and 186th Street
 - c. 186th Street and 191st Street
27. Along Oak Road between:
- a. 151st Street and 161st Street
 - b. 161st Street and 171st Street
28. Along Carey Road between:
- a. 146th Street and 151st Street
 - b. 151st Street and 161st Street
 - c. 161st Street and 169th Street
 - d. 169th Street and 171st Street
 - e. 171st Street and SR 32
29. Along Grassy Branch Road between:
- a. SR 32 and 186th Street
 - b. 196th Street and 203rd Street

- c. 203rd Street and SR 38
- 30. Along Anthony Road between:
 - a. SR 38 and 216th Street
- 31. Along Shady Nook Road between:
 - a. SR 32 and Sanibel Circle
 - b. Sanibel Circle and 186th Street
 - c. 186th Street and 191st Street
- 32. Along Gray Road between:
 - a. 146th Street and 151st Street
 - b. 151st Street and Guerin Way
 - c. 161st Street and 169th Street
 - d. 169th Street and SR 32
- 33. Along Moontown Road between:
 - a. SR 32 and 186th Street
 - b. 186th Street and 191st Street
 - c. 191st Street and 196th Street
 - d. 196th Street and SR 38
- 34. Along Hinkle Creek Road between:
 - a. SR 38 and 216th Street
- 35. Along 216th Street between:
 - a. CR N 1200 E and Mule Barn Road
 - b. Mule Barn Road and Lamong Road
 - c. Lamong Road and Freemont Road
 - d. Six Points Road and Horton Road
 - e. US 31 and Anthony Road
 - f. Anthony Road and Hinkle Creek Road
- 36. Along 206th Street between:
 - a. CR N 1200 E and Joliet Road
 - b. Joliet Road and Mule Barn Road
 - c. Mule Barn Road and Centennial Road
 - d. Centennial Road and Lamong Road
 - e. Lamong Road and Freemont Road

- f. Freemont Road and Six Points Road
 - g. Six Points Road and Horton Road
 - h. Horton Road and Oak Ridge Road
- 37. Along Cox Avenue between:
 - a. Oak Ridge Road and Tomlinson Road
- 38. Along 203rd Street between:
 - a. Tomlinson Road and US 31
- 39. Along 199th Street between:
 - a. Horton Road and Tomlinson Road
- 40. Along 196th Street between:
 - a. Tomlinson Road and US 31
 - b. US 31 and East Street
 - c. East Street and Grassy Branch Road
 - d. Grassy Branch Road and Moontown Road
- 41. Along 193rd Street between:
 - a. Joliet Road and Mule Barn Road
 - b. Mule Barn Road and Centennial Road
 - c. Centennial Road and Lamong Road
 - d. Lamong Road and Eagletown Road
 - e. Eagletown Road and Freemont Road
 - f. Freemont Road and Casey Road
 - g. Casey Road and Six Points Road
 - h. Six Points Road and Spring Mill Road
- 42. Along 191st Street between:
 - a. Horton Road and Tomlinson Road
 - b. Tomlinson Road and US 31
 - c. East Street and 191st Street
 - d. Shady Nook Road and Moontown Road
- 43. Along 186th Street between:
 - a. CR N 1200 E and Joliet Road
 - b. Joliet Road and Mule Barn Road
 - c. Mule Barn Road and Centennial Road

- d. Centennial Road and Eagletown Road
 - e. Eagletown Road and Casey Road
 - f. Casey Road and Spring Mill Road
 - g. Spring Mill Road and Kinsey Avenue
 - h. East Street and Grassy Branch Road
 - i. Shady Nook Road and Moontown Road
44. Along Kinsey Avenue between:
- a. 186th Street and 181st Dartown Road
45. Along 181st Street between:
- a. Dartown Road and Wheeler Road
 - b. Wheeler Road and US 31
 - c. US 31 and Union Road
46. Along SR 32 between:
- a. CR N 1200 E and Joliet Road
 - b. Centennial Road and Eagletown Road
 - c. Spring Mill Road and Dartown Road
 - d. US 31 and Poplar Street
 - e. Poplar Street and Mill Street***
 - f. Mill Street and Union Street***
 - g. Union Street and Cherry Street***
 - h. Cherry Street and East Street***
 - i. East Street and Grassy Branch Road
47. Along 171st Street between:
- a. Union Road and Oak Road
 - b. Oak Road and Carey Road
48. Along 169th Street between:
- a. Ditch Road and Spring Mill Road
 - b. Spring Mill Road and Oak Ridge Road
 - c. Oak Ridge Road and US 31
 - d. Poplar Street and Union Road
 - e. Carey Road and Gray Road
49. Along 166th Street between:

- a. CR N 1200 E and Joliet Road
 - b. Joliet Road and Eagle Creek Avenue
 - c. Eagle Creek Avenue and Towne Road
 - d. Towne Road and Eagletown Road
50. Along 161st Street between:
- a. Towne Road and Ditch Road
 - b. Ditch Road and Spring Mill Road
 - c. Spring Mill Road and Oak Ridge Road
 - d. Oak Ridge Road and US 31
 - e. Union Road and Oak Road
 - f. Oak Road and Carey Road
 - g. Carey Road and Gray Road
51. Along 159th Street between:
- a. Eagle Creek Avenue and Towne Road
52. Along 156th Street between:
- a. CR N 1200 E and Joliet Road
 - b. Joliet Road and Eagle Creek Avenue
 - c. Towne Road and Ditch Road
 - d. Ditch Road and Spring Mill Road
 - e. Spring Mill Road and Oak Ridge Road
 - f. Oak Ridge Road and US 31
53. Along 151st Street between:
- a. Towne Road and Ditch Road
 - b. Westfield Boulevard and Greyhound Court
 - c. Greyhound Court and US 31
 - d. Thatcher Lane and Cool Creek Park Road
 - e. Cool Creek Park Road and Oak Road
 - f. Carey Road and Gray Road
54. Along 147th Street between:
- a. Greyhound Pass and Oak Road
55. Along 146th Street between:
- a. Eagle Creek Avenue and Shelborne Road

- b. Shelborne Road and Towne Road
 - c. Towne Road and Ditch Road
 - d. Ditch Road and Spring Mill Road
 - e. Spring Mill Road and Oak Ridge Road
 - f. Oak Ridge Road and Western Way
 - g. Oak Road and Carey Road
 - h. Carey Road and Gray Road
56. Along Eagle Creek Avenue between:
- a. 146th Street and 156th Street
 - b. Shelborne Road and 159th Street
 - c. 159th Street and 166th Street
 - d. 166th Street and Towne Road
 - e. Towne Road and SR 32
57. Along SR 38 between:
- a. Dunbar Road and US 31
 - b. Grassy Branch Road and Hinkle Creek Road/Moontown Road

PEAK HOUR INTERSECTION COUNTS

- 1. CR N 1200 E and 216th Street
- 2. CR N 1200 E and 206th Street
- 3. CR N 1200 E and 196th Street
- 4. CR N 1200 E and 186th Street
- 5. CR N 1200 E and SR 32
- 6. CR N 1200 E and 166th Street
- 7. CR N 1200 E and 156th Street
- 8. CR N 1200 E and 146th Street
- 9. Joliet Road and 206th Street
- 10. Joliet Road and 196th Street
- 11. Joliet Road and 193rd Street
- 12. Joliet Road and 186th Street
- 13. Joliet Road and SR 32

14. Joliet Road and 166th Street
15. Joliet Road and 156th Street
16. Eagle Creek Avenue and 146th Street
17. Eagle Creek Avenue and 156th Street
18. Mule Barn Road and 216th Street
19. Mule Barn Road and 206th Street
20. Mule Barn Road and 193rd Street
21. Mule Barn Road and 186th Street
22. Mule Barn Road and SR 32
23. Shelborne Road and Eagle Creek Avenue
24. Shelborne Road and 151st Street
25. Shelborne Road and 146th Street
26. Centennial Road and 206th Street
27. Centennial Road and 193rd Street
28. Centennial Road and 186th Street
29. Centennial Road and SR 32
30. Eagle Creek Avenue and 166th Street
31. Eagle Creek Avenue and 159th Street
32. Lamong Road and 216th Street
33. Lamong Road and 211th Street
34. Lamong Road and 206th Road
35. Lamong Road and 193rd Street
36. Towne Road and Eagle Creek Avenue
37. Towne Road and 166th Street
38. Towne Road and 161st Street
39. Towne Road and 159th Street
40. Towne Road and 156th Street
41. Towne Road and 151st Street
42. Towne Road and 146th Street
43. Eagletown Road and 193rd Street
44. Eagletown Road and 186th Street
45. Eagletown Road and SR 32

46. Washington Street and SR 32
47. Eagletown Road and 166th Street
48. Freemont Road and 216th Street
49. Freemont Road and 211th Street
50. Freemont Road and 206th Street
51. Freemont Road and 193rd Street
52. Ditch Road and SR 32
53. Ditch Road and 171st Street
54. Ditch Road and 166th Street
55. Ditch Road and 161st Street
56. Ditch Road and 156th Street
57. Ditch Road and 151st Street
58. Ditch Road and 146th Street
59. Casey Road and 193rd Street
60. Casey Road and 186th Street
61. Casey Road and SR 32
62. Six Point Road and 216th Street
63. Six Point Road and 206th Street
64. Six Point Road and 193rd Street
65. Spring Mill Road and 191st Street
66. Spring Mill Road and 186th Street
67. Spring Mill Road and SR 32
68. Spring Mill Road and 169th Street
69. Spring Mill Road and 161st Street
70. Spring Mill Road and 156th Street
71. Spring Mill Road and Greyhound Pass
72. Spring Mill Road and 146th Street
73. Horton Road and 216th Street
74. Horton Road and 214th Street
75. Horton Road and 206th Street
76. Horton Road and 199th Street
77. Horton Road and 191st Street

78. Dartown Road and 181st Street
79. Dartown Road and SR 32
80. Oak Ridge Road and 214th Street
81. Oak Ridge Road and 206th Street
82. Oak Ridge Road and SR 32
83. Oak Ridge Road and 169th Street
84. Oak Ridge Road and 161st Street
85. Oak Ridge Road and 156th Street
86. Oak Ridge Road and Greyhound Pass
87. Oak Ridge Road and 146th Street
88. Wheeler Road and 181st Street
89. Wheeler Road and SR 32
90. Dunbar Road and 216th Street
91. Dunbar Road and SR 38
92. Tomlinson Road and 203rd Street
93. Tomlinson Road and 199th Street
94. Tomlinson Road and 196th Street
95. Tomlinson Road and 191st Street
96. Greyhound Pass and 151st Street
97. US 31 and 216th Street
98. US 31 and SR 38
99. US 31 and 196th Street
100. US 31 and 191st Street (both ramps)
101. US 31 and SR 32
102. US 31 and 161st Street (both ramps)
103. US 31 and 151st Street (both ramps)
104. US 31 and Greyhound Pass (both ramps)
- 105. *Poplar Street and SR 32***
- 106. *Poplar Street and 169th Street***
- 107. *Mill Street and SR 32***
108. Greyhound Pass and Greyhound Court Plaza
109. Western Way and Greyhound Pass

- 110. Western Way and 146th Street
- 111. Union Street and 181st Street
- 112. Union Street and SR 32
- 113. Union Street and 171st Street
- 114. Union Street and David Brown Drive
- 115. *Cherry Street and SR 32***
- 116. Westfield Boulevard and 161st Street
- 117. Westfield Boulevard and 156th Street
- 118. *Westfield Boulevard and 151st Street***
- 119. Thatcher Lane and 151st Street
- 120. Marsh Drive and Greyhound Pass
- 121. East Street and 196th Street
- 122. East Street and 191st Street
- 123. East Street and 186th Street
- 124. East Street and 181st Street
- 125. East Street and SR 32
- 126. Cool Creek Park Road and 151st Street
- 127. Cool Creek Park Road and Greyhound Pass
- 128. Greyhound Pass and 147th Street
- 129. Greyhound Pass and 146th Street
- 130. Oak Road and 171st Street
- 131. Oak Road and 161st Street
- 132. Oak Road and 151st Street
- 133. Oak Road and 147th Street
- 134. Anthony Road and 216th Street
- 135. Anthony Road and SR 38
- 136. Grassy Branch Road and SR 38
- 137. Grassy Branch Road and 203rd Street
- 138. Grassy Branch Road and 196th Street
- 139. Grassy Branch Road and 191st Street
- 140. Grassy Branch Road and 186th Street
- 141. Grassy Branch Road and SR 32

- 142. Carey Road and 171st Street
- 143. Carey Road and 169th Street
- 144. Carey Road and 161st Street
- 145. Carey Road and 151st Street
- 146. Carey Road and 146th Street
- 147. Shady Nook Road and 191st Street
- 148. Shady Nook Road and 186th Street
- 149. Shady Nook Road and SR 32
- 150. Hinkle Creek Road and 216th Street
- 151. Hinkle Creek Road and SR 38
- 152. Moontown Road and 196th Street
- 153. Moontown Road and 191st Street
- 154. Moontown Road and 186th Street
- 155. Moontown Road and SR 32
- 156. Gray Road and 169th Street
- 157. Gray Road and 161st Street
- 158. Gray Road and Guerin Way
- 159. Gray Road and 151st Street
- 160. Gray Road and 146th Street

FUTURE ROADWAYS

- 1. 193rd Street extension to the intersection of Horton Road and 191st Street
- 2. Extension from the intersection of Springmill Road and 191st Street to Horton Road
- 3. Grand Park Boulevard Extension north past 199th Street to Horton Road
- 4. Oak Ridge Drive extension north to Grand Park Boulevard
- 5. Chad Hittle Drive extension north to 196th Street
- 6. Dean Road Extension
- 7. Westfield Boulevard Connector north to 169th Street
- 8. East Street extension to Anthony Road

ROAD IMPACT FEE AGREEMENT

This ROAD IMPACT FEE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2021, by and between the City of Westfield, Indiana, ("City"), a duly formed Indiana municipal corporation and Haehl Group, LLC, an Indiana limited liability company ("Developer") (collectively, the "Parties"). This Agreement is based upon the exchange of adequate, valuable consideration, the receipt of which is hereby mutually acknowledged.

WHEREAS, City desires to promote economic development and cause the improvement of certain rights-of-way, roads and trails in collaboration with the development community; and

WHEREAS, Developer desires to assist City in its efforts to improve the Westfield road and trail network and infrastructure within certain real estate owned by Developer, more particularly identified in Exhibit A (the "Real Estate"), attached hereto and incorporated herein; and

WHEREAS, as part of the development of Spring Mill Center Planned Unit Development City Ordinance No. 19-28, recorded as Instrument No. 2019047065 in the Office of the Recorder of Hamilton County Recorder, Indiana, (the "PUD Ordinance"), road impact fees are required to be paid to the City by the Developer in accordance with City Ordinance 17-43; and

WHEREAS, the Developer desires to construct and the City desires the Developer to construct road improvements on Spring Mill Road, as well as improvements to the State Road 32 Trail and Tournament Trail, as identified in Exhibit B ("Improvements") at a cost not-to-exceed \$1,321,620.00 in accordance with Exhibit C; and

WHEREAS, Developer desires to accommodate the City's request for the Improvements, in exchange for a road impact fee credit or reimbursement ("RIF Credits") associated with the development of the Real Estate; and

WHEREAS, Developer shall donate the property of said Improvements to the City after construction of the improvements at no cost to the City; and

NOW THEREFORE, in consideration of the foregoing and of mutual covenants and agreements herein contained, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, City and Developer (collectively, the "Parties") now stipulate and agree as follows:

1. Developer shall, at the Developer's sole expense, construct the Improvements, as identified in Exhibit B, consistent with the City's prescribed measure for construction of these types of improvements. Improvements by the Developer shall be subject to any applicable permits, financial guarantees and inspections by City.
2. Developer shall dedicate the Real Estate and Improvements to the City at no cost to the City prior to being eligible for RIF Credits.
3. Developer shall provide all receipts and an itemized account of expenses to support the total cost for the acquisition of the Real Estate and construction of the Improvements to City.
4. Within forty-five (45) days of the completion of the Improvements and dedication of the Real Estate, City shall issue a RIF Credit to Developer in an amount not-to-exceed \$1,321,620.00 in accordance with Exhibit C and based upon documented expenses of construction and acquisition as outlined in paragraph 3 above
5. The parties acknowledge and agree that RIF Credit shall be accounted for in one of the following ways, at the Developer's sole discretion:
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 Credit until such time as the Road Impact Fee is completely recognized or the RIF Credit is completely accounted.
For any building permits issued to a party other than the Developer for Improvements on the Real Estate, the City shall collect the applicable road impact fee for each issued building permit and those funds shall be reimbursed to the Developer within ____ days of receipt. Such reimbursements shall continue until such time as until such time as the RIF Credit is completely accounted. Nothing in this Agreement contemplates nor do the Parties intend to benefit of a third-party beneficiary through this Agreement.
6. Any notice, statement, demand, or other communication required or permitted to be given, rendered or made shall be addressed as indicated below:

If to Westfield:

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

With a copy to:

Taft
Attn: Blake J. Burgan
One Indiana Square, Suite 3500
Indianapolis, IN 46204

If to Developer:

Haehl Group, LLC
P.O. Box 242
Shelbyville, IN 46176

With a copy to:

Zentz Consulting, LLC
958 Bright Beam Ct
Westfield, IN 46074

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 that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or

ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

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 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. 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) except for those arising out of or related to a Party's gross negligence or intentional wrongful conduct in its performance under this Agreement.

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.

[The remainder of this page is intentionally blank]

On _____, 2021 the Westfield Board of Public Works and Safety
authorized the Director of the Public Works Department to execute this Agreement.

Haehl Group, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

**City of Westfield,
Hamilton County, Indiana**

By: _____

Jeremy Lollar, Director

Public Works Department

Date: _____

Exhibit A



SPRING HILL ROAD

PRIVATE STREET 2

LOT 1 3.28 ACRES

LOT 2 2.46 ACRES

WESTFIELD AIRPORT LLC

SPRING HILL ROAD

PRIVATE STREET 2

LOT 1 3.28 ACRES

LOT 2 2.46 ACRES

WESTFIELD AIRPORT LLC

SPRING HILL ROAD

PRIVATE STREET 2

LOT 1 3.28 ACRES

LOT 2 2.46 ACRES

WESTFIELD AIRPORT LLC



**SPRING MILL
CENTRE PUD**

**STATE ROAD 32 AND
SPRING MILL ROAD**

Westfield, Indiana



CERTIFIED BY	ISSUANCE INDEX
DATE:	DATE: 04/15/2020
PROJECT PHASE:	PROJECT PHASE:
ISSUANCE DAY	ISSUANCE DAY

[illegible]

Project Number 2010 00721

EX-1

Exhibit C



OPINION OF PROBABLE COSTS

Project: Spring Mill Centre - Tournament Trail and Path Improvements
Project No: 2019.00721
Date: 5/4/2021
Prepared by: Structurepoint

TOURNAMENT TRAIL

Item	Quantity	Unit	Unit Price	Extended Cost
MOBILIZATION AND DEMOBILIZATION	1	LS	\$57,737.88	\$57,737.88
CONSTRUCTION ENGINEERING	1	LS	\$23,095.15	\$23,095.15
MAINTAINING TRAFFIC	1	LS	\$23,095.15	\$23,095.15
COMMON EXCAVATION - ROADWAY	4,600	CYS	\$15.00	\$69,000.00
COMMON EXCAVATION - WET POND	9,900	CYS	\$15.00	\$148,500.00
SUBGRADE TREATMENT, TYPE IC	6,182.0	SYS	\$20.00	\$123,640.00
COMPACTED AGGREGATE, NO. 53	2,263.5	TON	\$29.00	\$65,640.91
QC/QA-HMA, 2, 64, SURFACE, 9.5 mm	419.3	TON	\$95.00	\$39,830.40
QC/QA-HMA, 2, 64, INTERMEDIATE, 19.0 mm	698.8	TON	\$80.00	\$55,902.32
QC/QA-HMA, 2, 64, BASE, 19.0 mm	698.8	TON	\$80.00	\$55,902.32
ASPHALT FOR TACK COAT	2.5	TON	\$550.00	\$1,397.56
24" CONCRETE CURB AND GUTTER	2,376.0	LFT	\$26.00	\$61,776.00
SIDEWALK, CONCRETE	922.4	SYS	\$55.00	\$50,732.00
CURB RAMP, CONCRETE	31.0	SYS	\$175.00	\$5,425.00
DETECTABLE WARNING SURFACE	11.1	SYS	\$250.00	\$2,777.78
EROSION CONTROL ALLOWANCE	1	LS	\$25,000.00	\$25,000.00
STRUCTURE BACKFILL	1,795	CYS	\$50.00	\$89,750.00
RIPRAP, REVETMENT	40	TON	\$75.00	\$3,000.00
PIPE UNDERDRAIN 6"	2,400.0	LFT	\$16.00	\$38,400.00
PIPE, TYPE 2, CIRCULAR, 12 IN.	223.0	LFT	\$58.00	\$12,934.00
PIPE, TYPE 2, CIRCULAR, 15 IN.	313.0	LFT	\$61.00	\$19,093.00
PIPE, TYPE 2, CIRCULAR, 18 IN.	623.0	LFT	\$64.00	\$39,872.00
PIPE, TYPE 2, CIRCULAR, 21 IN.	252.0	LFT	\$68.00	\$17,136.00
PIPE, TYPE 2, CIRCULAR, 24 IN.	74.0	LFT	\$71.00	\$5,254.00
AQUASWIRL STRUCTURE	1	EA	\$8,000.00	\$8,000.00
INLET, J	2	EA	\$2,800.00	\$5,600.00
MANHOLE, C	7	EA	\$3,300.00	\$23,100.00
MANHOLE, J	1	EA	\$3,700.00	\$3,700.00
PIPE END SECTION, DIAMETER 12 IN.	1	EA	\$590.00	\$590.00
PIPE END SECTION, DIAMETER 24 IN.	1	EA	\$900.00	\$900.00
SODDING	2,200	SYS	\$5.00	\$11,000.00
AGGREGATE FOR UNDERDRAINS	216.0	CYS	\$55.00	\$11,880.00
GEOTEXTILE FOR UNDERDRAIN	1,992.0	SYS	\$2.00	\$3,984.00
THERMOPLASTIC STRIPING BUDGET	1	LS	\$5,000.00	\$5,000.00
Subtotal				\$1,108,645.48

SR 32 TRAIL (Frontage Only)

Item	Quantity	Unit	Unit Price	Extended Cost
COMMON EXCAVATION - TRAIL	313	CYS	\$15.00	\$4,697.40
SUBGRADE TREATMENT, TYPE III	1,253	SYS	\$4.25	\$5,323.72
COMPACTED AGGREGATE NO 53	417	TON	\$29.00	\$12,096.73
HMA SURFACE, TYPE B, 12.5 MM	165	TON	\$120.00	\$19,841.80
Subtotal				\$41,959.64

SPRING MILL ROAD IMPROVEMENTS				
Item	Quantity	Unit	Unit Price	Extended Cost
COMMON EXCAVATION - ROADWAY	527	CYS	\$15.00	\$7,910.15
SUBGRADE TREATMENT, TYPE IC	1,266	SYS	\$20.00	\$25,312.49
COMPACTED AGGREGATE, NO. 53	864	TON	\$29.00	\$25,062.73
QC/QA-HMA, 2, 64, SURFACE, 9.5 mm	86	TON	\$95.00	\$8,195.41
QC/QA-HMA, 2, 64, INTERMEDIATE, 19.0 mm	144	TON	\$80.00	\$11,502.33
QC/QA-HMA, 2, 64, BASE, 25.0 mm	288	TON	\$80.00	\$23,004.67
ASPHALT FOR TACK COAT	0.5	TON	\$550.00	\$287.56
24" CONCRETE CURB AND GUTTER	140	LFT	\$26.00	\$3,640.00
PIPE UNDERDRAIN 6"	140	LFT	\$16.00	\$2,240.00
AGGREGATE FOR UNDERDRAINS	13	CYS	\$55.00	\$693.00
GEOTEXTILE FOR UNDERDRAIN	116.2	SYS	\$2.00	\$232.40

Subtotal	\$108,080.74
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Construction Cost Subtotal	\$1,258,686
Contingency (5%)	\$62,934
Total Construction	\$1,321,620

**CITY OF WESTFIELD
RESOLUTION 21-119**

**A RESOLUTION DESIGNATING THE WESTFIELD POLICE DEPARTMENT
AS A PURCHASING AGENT**

WHEREAS, the City of Westfield (the “City”) is a third class city existing under the provisions of Indiana Code § 36-4-1, *et. seq.*;

WHEREAS, the Westfield Board of Public Works and Safety (the “Board”) was established under the provisions of Indiana Code § 36-4-9-5 and has exclusive control over all matters and property related to the police department per Indiana Code § 36-8-3-2;

WHEREAS, Indiana Code § 5-22-1 *et. seq.* (the “Act”) applies to every expenditure of public funds by a unit of government for public purchases;

WHEREAS, Indiana Code § 5-22-8-2(b) permits a purchasing agent to establish small purchase policies for all purchases up to \$50,000.00;

WHEREAS, it is necessary that the Board adopt certain small purchasing policies to ensure the Westfield Police Department is in compliance with the provisions of the Act; and,

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

Section 1: DESIGNATION OF PURCHASING AGENCY

In accordance with IC 5-22-8 *et. al.*, the Westfield Police Department ("Police Department") shall be designated as a purchasing agency for the City of Westfield.

Section 2: POWERS OF PURCHASING AGENCY

The purchasing agency shall:

1. Within its jurisdictional areas, assume the duties, powers and responsibilities assigned to purchasing agencies under the Act.
2. Establish procedures, not inconsistent with the Act or this Resolution, for obtaining materials, supplies, equipment or contractual services for the Police Department as may be best suited to obtain the greatest economic value for the Police Department.
3. Prepare specifications and notice to bidders and ascertain that required notices are published where bidding and publication of notices are required by law.
4. Cooperate and consult with the City Clerk or his/her designee for the purpose of ensuring that adequate funds are available prior to making necessary purchases and acquisitions to assure that they are within the limits of the budget appropriations.
5. Designate, in writing, such additional purchasing agents as are necessary to carry out the purposes of the Resolution.

Section 3: SMALL PURCHASE PROCEDURES

1. Approved Lieutenants are hereby declared purchasing agents ("Purchasing Agent") and are authorized to purchase materials or supplies with an estimated cost of less than One Thousand (\$1,000.00) on the open market without inviting or receiving quotes or bids.

2. Approved Captains are hereby declared Purchasing Agents and are authorized to purchase materials or supplies with an estimated cost of less than Five Thousand Dollars (\$5,000.00) on the open market without inviting or receiving quotes or bids.

3. Fleet Management personnel are hereby declared Purchasing Agents and are authorized to purchase materials or supplies with an estimated cost of less than Twenty-Five Thousand (\$25,000.00) on the open market without inviting or receiving quotes or bids.

4. The Training Coordinator is hereby declared a Purchasing Agent and is authorized to purchase materials or supplies with an estimated cost of less than Twenty-Five Thousand Dollars (\$25,000.00) on the open market without inviting or receiving quotes or bids.

5. The Police Chief and Assistant Police Chief must authorize the purchase of materials or supplies with an estimated cost of Five Thousand (\$5,000) to Fifty

Thousand Dollars (\$50,000.00) and may do so on the open market without inviting or receiving quotes or bids.

6. All p-Card purchases shall be in accordance with the policies and guidelines set forth by the Purchase Card Policies and City Ordinance (Ord. 08-03).

Section 4: PREPARATION OF SPECIFICATIONS AND SPREADSHEET OF SPECIFICATIONS

1. Specifications shall be prepared by the Purchasing Agent for all materials and supplies to be purchased. Such specifications shall describe the materials and supplies to be purchased with reasonable specificity and may describe such criteria as shall be used to evaluate materials and supplies offered for purchase. Such criteria may include provisions for inspection and testing of supplies; ascertaining the quality and workmanship of supplies; determining the delivery time for supplies; and, in the case of supplies provided by Trusts, imposing the statutory requirements relevant to public purchases from Trusts.

2. Specifications shall be written to promote economy for the purposes intended.

3. Specifications shall be written to encourage competition in satisfying the needs of the Police Department.

4. The Purchasing Agent shall maintain a file of specifications prepared by or under the authority of the Purchasing Agent.

Section 5: PURCHASE OF SERVICES

The purchasing agency may purchase all services in whatever manner the purchasing agency determines to be reasonable.

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IN WITNESS WHEREOF, the above-stated provisions have been duly adopted
this ____ day of May, 2021.

**CITY OF WESTFIELD
BOARD OF PUBLIC WORKS AND SAFETY**

Mayor Andy Cook, President

Randy Graham

Jim Ake



May 26, 2021

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:

- Lindley Run Development, Lindley Run, Section 2, Bond #LICX1204990, \$227,685.71, Erosion Control
- Capitol Construction Services, 870 E. SR 32, (Portillo's), Bond & Rider #26478199, \$63,349.00, Erosion Control & ROW Improvements
- Shelby Gravel, 18050 Mule Barn Road, (Shelby Materials Expansion), Bond #32S615252, \$12,146.20, Land Maintenance Erosion Control

Performance Bond Release

The Westfield Public Works Department is recommending that the Board of Public Works and Safety consider the following Performance Bonds for release by the requested developer:

- Pulte Homes of IN, Lantern Park, Section 1, Bond #SUR0034637, \$71,172.87, Erosion Control
- Pulte Homes of IN, Lantern Park, Section 2, Bond #59BSBHP7875, \$19,774.29, Erosion Control
- Pulte Homes of IN, Bent Creek, Section 2, Bond #30061192, \$81,733.62, Erosion Control
- Pulte Homes of IN, Enclave at Andover, Section 3, Bond #CMS329399, \$28,652.09, Erosion Control
- Pulte Homes of IN, Hawthorne Ridge, Section 1, Bond #CMS329395, \$58,498.00, ROW Improvements
- CCD Harmony, Harmony, Section 5B, Bond #LICX1167066, \$21,072.92, Sidewalks
- CCD Harmony, Harmony, Section 5B, Bond #LICX1167065, \$109,000.10, Storm
- CCD Harmony, Harmony, Section 5B, Bond #LICX1167064, \$218,487.89, Streets/Curbs

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:

- Pulte Homes of Indiana, Hawthorne Ridge, Bond #0238970, \$5,849.80, ROW Improvements
- CCD Harmony, LLC, Harmony, Section 5B, Bond #LICX1206069, \$1,915.72, Sidewalks
- CCD Harmony, LLC, Harmony, Section 5B, Bond #LICX1203213, \$19,862.54, Streets/Curbs
- CCD Harmony, LLC, Harmony, Section 5B, Bond #LICX1203214, \$9,909.10, Storm

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:

- Langston Development Company, Brookside, 5B, Bond #1121749, \$35,959.83, Streets, Curbs, Storm Sewer, Trails/Sidewalks, & Erosion Control
- Langston Residential Development, Brookside, 5C, Bond #1140920, \$70,498.00, Streets, Curbs, Storm Sewer, Sidewalks, Trail, & Erosion Control
- MREC EH Harmony Westfield, LLC, Harmony, Section 1, Bond #SUR60000977, \$23,453.70, Erosion Control
- MREC EH Harmony Westfield, LLC, Harmony, Section 1, Bond #SUR60000898, \$11,871.70, Sidewalk
- MREC EH Harmony Westfield, LLC, Harmony, Section 1, Bond #SUR60000897, \$70,741.90, Storm Sewer
- MREC EH Harmony Westfield, LLC, Harmony, Section 1, Bond #SUR60000896, \$76,713.10, Street/Curb
- MREC EH Harmony Westfield, LLC, Harmony, Section 1, Bond #SUR60000947, \$2,408.70, Trail
- MREC EH Harmony Westfield, LLC, Harmony, Section 2, Bond #SUR60001267, \$1,884.43, Erosion Control
- MREC EH Harmony Westfield, LLC, Harmony, Section 2, Bond #SUR60001172, \$28,617.60, Streets/Curbs
- MREC EH Harmony Westfield, LLC, Harmony, Section 2, Bond #SUR60001173, \$17,511.20, Storm Sewer
- MREC EH Harmony Westfield, LLC, Harmony, Section 2, Bond #SUR60001174, \$2,885.30, Sidewalk
- MREC EH Harmony Westfield, LLC, Harmony, Section 2, Bond #SUR60001175, \$1,910.59, Trail

Letter of Credit Release

The Westfield Public Works Department is recommending that the Board of Public Works and Safety [release](#) the following Letters of Credit for the requested developments:

- J.C. Hart, Harmony Apartments, LOC #1027062-28935, \$251,732.80, Storm Sewer
- J.C. Hart, Harmony Apartments, LOC #1027062-28940, \$108,264.20, ROW Improvements

Cash In Lieu/Development Agreement

The Westfield Public Works Department is recommending that the Board of Public Works and Safety [accept](#) the following Development Agreement (Cash in Lieu) for the requested developments:

- NONE



1.0 - PROJECT SUMMARY

This introduction is provided for informational purposes only; to assist offerors with understanding the unique features of this Design-Build Solicitation. It is not intended to address all of the requirements of this Request for Proposal, which are enumerated more fully in the following sections. In the event that there are perceived discrepancies between the contents of this Introduction and the more specific contents of individual Sections of the Design Criteria and Request for Proposal, the more specific contents of those Sections shall prevail.

Project Overview

The City of Westfield and the Westfield Fire Department have engaged in the process of building a new fire station that will serve the community, as well as house the Fire Department's Administration offices. To do so the City will be utilizing a two-phase Progressive Design-Build procurement process. Westfield Fire Station Number 81 is proposed to be located on a new site along Ditch Road near West 171st Street and would replace the former Fire Station 81 facility and headquarter operations located on U.S. 32 and Dartown Road in the current Westfield Public Safety Building, which is slated to undergo a renovation in a separate project.

The proposed fire station program calls for approximately 36,000 square feet, all on one ground level, that will be comprised of eight (8) drive through apparatus bays, fire station support spaces including but not limited to kitchen, dining, day room, bunk rooms, and fitness room with accompanying locker rooms. Accompanying mezzanine areas will be provided above ground level program for storage and building mechanical, plumbing, and electrical equipment, in addition to overflow program functions of the fire department. The fire department will also conduct vehicle/fleet maintenance within the building for the various pieces of equipment, trucks, and engines vital to station operations. The fire department operates on a three (3) shift procedure, each having upwards of fifteen (15) personnel, which requires the facility to accommodate at one time full fire department administration staff and a change in shifts. For training timeframes, assembly spaces and facilities will require to hold all fire department shift personnel at one time.

The building would also house the Fire Department administration offices of approximately twelve (12) staff separated from the Fire Station fire services for controlled access and security by any public visitations. The administration area would also include a multi-use training room capable of subdividing into two smaller rooms. A central Fitness area will also be accommodated for the health and fitness of all firefighters and fire department administration staff at their leisure.

The City of Westfield has previously undertaken the following steps in the source selection process outlined by the Indiana Public Works Design-Build Law:

- The City of Westfield selected the use of the Progressive Design-Build Contracting Method for this project.



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- A Technical Review Committee and Design Criteria Developer have been named.
 - Legal Notice of a Request for Qualifications was issued and Verified Statements of Qualification were received from prospective Design-Builders.
 - The Statements of Qualification received have been evaluated by the Westfield Fire Department Technical Review Committee, and the resulting recommendation of that analysis has been presented to the City of Westfield.
 - The City of Westfield has identified the following three Design-Builders as being most highly qualified:
 - Performance Services, Inc.
 - The Hagerman-RQAW Design-Build Team
 - Meyer Najem Construction, Inc.

Phase 1 and Phase 2 Progressive Design-Build Scope of Services

The Phase 1 Progressive Design-Build Process will evaluate all RFP Documents, including the Form of Agreement and its Exhibits. All information contained in this Exhibit B: Phase 1 Progressive Design-Build Scope of Services is negotiable; however any negotiations to this particular document must be concluded prior to the Owner's Issuance of a Notice to Proceed with Phase 1 Services.

Scope of Work: General

Design-Builder's services will be provided in a two-phase progressive design-build process. The Owner intends to execute a Progressive Design-Build Contract based on DBIA Document 545, Progressive Design-Build Agreement Between Owner and Design-Builder, edited specifically for this project and to be in compliance with the Indiana Public Works Design-Build Law, IC 5-30.

Phase 1 Progressive Design-Build Services

1. Review and confirm the Owner's space program and project performance needs such that they can be accomplished within the Owner's established Design-Builder's target project budget as identified in Section 1.7 – Project Budget Information, exclusive of furnishings and loose equipment, unless noted otherwise elsewhere within this RFP document.
2. Prior to beginning design, develop a detailed cost model that accounts for the entire project budget, including design-build services and Owner's project soft costs.
 - a. Develop the cost model in a manner that is easily understood by all stakeholders, allows tracking the impact of design evolution, potential trade-off decisions and advancement of the design in a design-to-budget process, as well as tracking costs as the project moves from design to construction.
 - b. Develop the cost model to a level of detail that is no less than the project narrative described below.
 - c. Develop any contingencies or allowances in collaboration with the Owner. Define the review and approval mechanisms by which contingencies or allowances may be committed to project scope.



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- d. Obtain Owner's concurrence with the Cost Model and accompanying cost control assumptions prior to commencing design work.
 - e. Adjust the cost model as the design is advanced.
 3. Provide preliminary design services. Document the design to a level of detail required to achieve understanding by the Owner of the proposed design and scope of the project as well as to allow mutual commitment to Contract Price (either GMP or Lump Sum).
 - a. As a minimum, provide the following drawings:
 - i. Site Plan
 - ii. Floor Plan of each facility or portion of a facility affected by the Project, including all doors, fixed equipment, chases, etc.
 - iii. Depict probable locations and quantities for Owner's loose equipment and furnishings to confirm the functionality of each space and to assist Owner in planning for furniture procurement as a separate project.
 - iv. Building cross sections and stacking diagrams
 - v. Elevation or exterior rendering in color
 - vi. Indicate location of planned future addition(s) on each drawing, as is appropriate
 - b. Provide a complete scope narrative that fully defines the scope, quality and features of the proposed project.
 - i. Narrative to be submitted in the Construction Specifications Institute UniFormat, to a minimum of level 3 detail.
 - ii. Identify all building components and systems listed in the UniFormat index at level 3 detail.
 - iii. If a particular component or system listed in the index has no work for this project, indicate so by stating "No Work" for that item.
 - iv. If a particular component or system has work as part of this project, provide a description of the work, proposed systems, basis of design products, and other descriptors that will help the Owner understand what is being proposed.
 - v. The narrative may be developed in greater detail than Level 3 for certain systems at the discretion of the Design-Builder.
 - vi. The narrative may be supplemented by calculations, equipment cuts, samples or other information that may further inform the Owner's understanding of the scope and quality of the proposal.
 4. Include a project permit list that identifies all of the permits, governmental agency and utility company submittals, reviews, hearings, variances, waivers, etc. that are required for the project.
 - a. Identify the critical submittal dates and review timeframes for each permit, review, etc.
 - b. Identify the Owner's role and the Design-Builder's role in obtaining each required permit, review, approval, variance or waiver.
 5. Provide a detailed schedule for execution of Phase 2 Design-Build Services, including but not limited to:
 - a. Completion of Design
 - b. Permitting
 - c. Complete Trade Contractor Engagement, submittals
 - d. On-Site Mobilization for Construction
-



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- e. Site Preparation
 - f. Building Foundations
 - g. Building Superstructure and Enclosure
 - h. Building Support Systems (by system)
 - i. Interior Construction and Finishes
 - j. Starting of Systems and Commissioning
 - k. Substantial Completion
 - l. Closeout
6. Provide an executable Phase 2 Design-Build Contract, with all terms and conditions fully negotiated, including the Contract Price.
 - a. Provide an exhibit to be attached to the Phase 2 Design-Build Contract that establishes in detail the basis for the Contract Price, broken-down in no less detail than the original project cost model.
 - b. Provide a summary of differences between the Contract Price and the Pre-Design Cost Model, along with an explanation of the reason for each line-item variation.
 7. Present all Phase 1 Deliverables in a formal written report to the Owner.
 - a. Upon receipt of the Phase 1 Report, the Owner may take one of three actions:
 - i. Accept the Phase 1 Report as presented and authorize execution of the Phase 2 Contract and issuing a Notice to Proceed with the Project.
 - ii. Negotiate further modifications to the Phase 1 Report with the Design-Builder prior to accepting a revised report and authorizing execution of the Phase 2 Contract and issuing a Notice to Proceed with the project.
 - iii. Cease negotiations with the Design-Builder, and seek to complete the project by other means, which may or may not include commencing negotiations with the 2nd place design-build offeror. If this third option is taken, the Design-Builder shall be due its proposed compensation for preparing the Phase 1 Report, but will not receive the Phase 2 Contract and Notice to Proceed with the Project.
 - b. Regardless of the Action taken by the Owner, the work products of the Phase 1 Report shall belong to the Owner.

Phase 2 Progressive Design-Build Services

1. Complete design and permitting for the project.
2. Submit Construction Documents for Review and Approval by the Owner
3. Complete procurement of all goods and services required to construct the project.
4. Mobilize for Construction
5. Monitor Quality Assurance and Quality Control measures during Construction.
6. Establish, implement and maintain a site-specific safety program throughout the Construction and Close-Out phases
7. Complete Construction
8. Achieve Substantial Completion for the entire project
9. Achieve Final Completion for the entire project, including resolution of any non-conforming work issues



-
10. Provide follow-up for all warranty items that become known prior to 1-year after the Date of Substantial Completion. Provide follow-up on each item until it is fully resolved, regardless of the timeframe of final resolution.
 11. Assist the Owner in optimizing the Building Management System for best balance of operating comfort and energy efficiency. Provide optimization services for a period of at least two years past the Date of Substantial Completion

END OF SECTION 1.0 – PROJECT SUMMARY



1.3 – FACILITY SPACE PROGRAM REQUIREMENTS

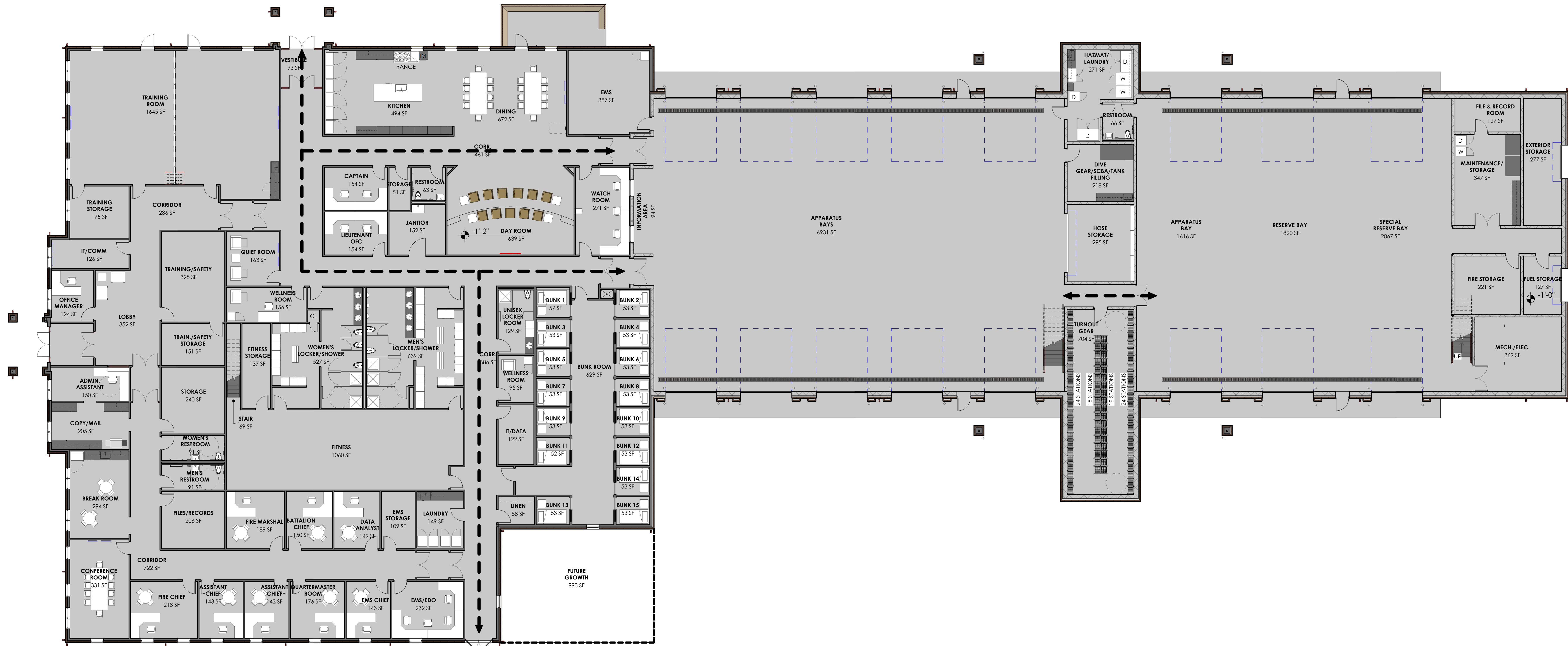
1. The space program has been developed by the City of Westfield Fire Department to reflect their needs and standards for the Department. The following program will describe the quantity, minimum square footage, and general dimensions of each room and/or function required for the new fire station. This will be combined to generate a subtotal of Net Square Footage (NSF), and then a percentage factor shall be applied for the Circulation and Mechanical, Electrical, and Plumbing areas to generate a total Design Gross Square Footage (DGSF). The intent is to provide the program area all on ground level. The exception would be the mezzanine areas and mechanical areas that may be built above program space. Additionally, the program provides commentary regarding necessary adjacencies and/or locations as well as other requirements for the specific space. The following list provides a general description of the program organization, which groups different functions/spaces. This, however, does not necessitate grouping or providing adjacencies for these functions.

A. Program Organization:

1. General – This group describes the Fire personnel living quarters and support spaces which include day room, kitchen and dining, bunk rooms, fitness and locker rooms and associated support spaces.
2. Apparatus Bay Area – This group describes the primary Apparatus and Vehicle/Fleet storage and support areas such as turn out gear and equipment storage.
3. Fire Maintenance – This group describes the areas needed for the function of Vehicle/Fleet maintenance.
4. Fire Department Administration – This group describes the various offices for department administration, training areas, and required support spaces.

- B. Attachment: See following attached space program for Westfield Fire station 81.

END OF SECTION 1.3 – FACILITY SPACE PROGRAM REQUIREMENTS



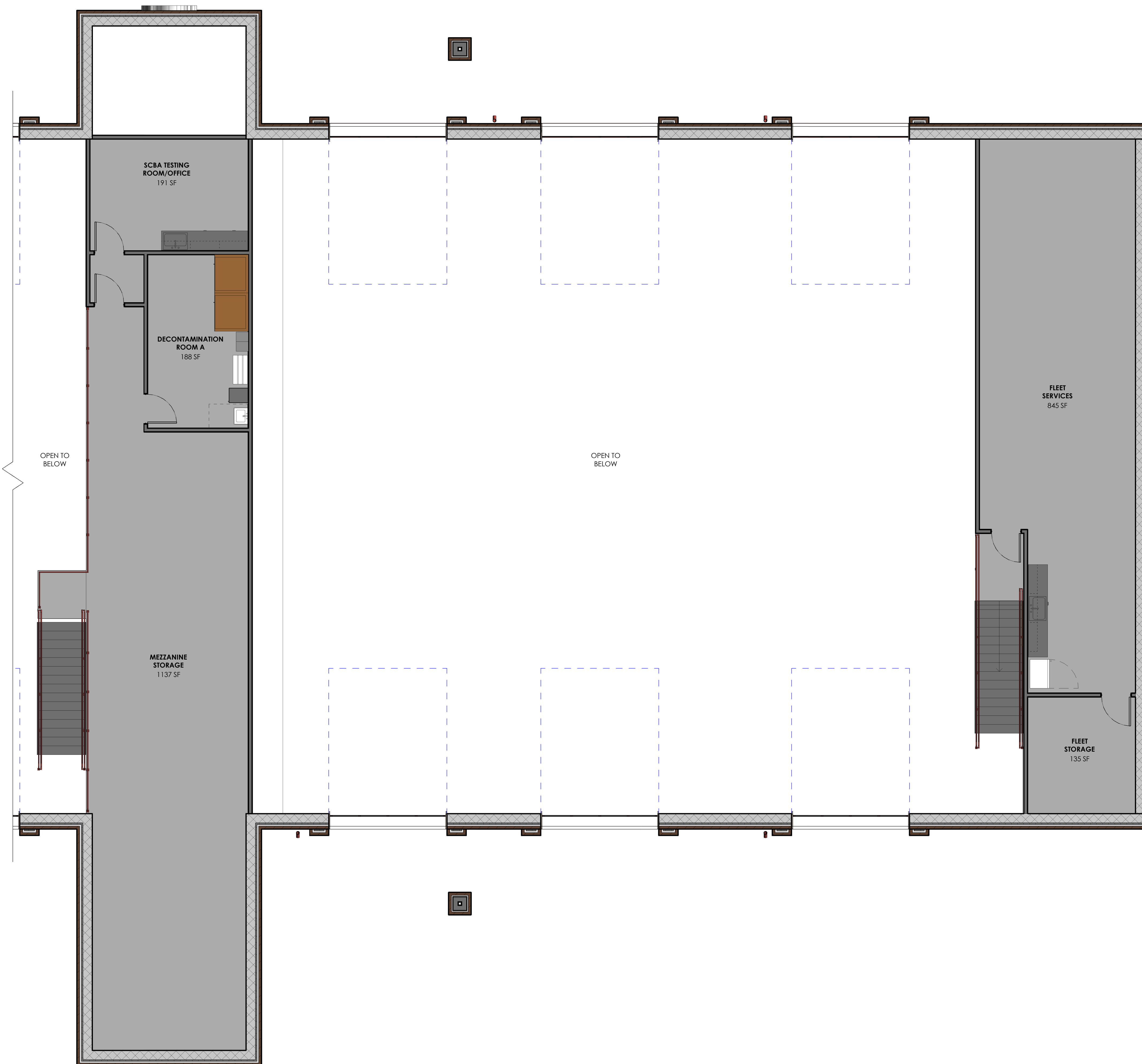
FIRE STATION 81 - FACILITY SPACE PROGRAM

CITY OF WESTFIELD
17001 DITCH RD.
WESTFIELD, IN 46074

05/19/21
0190086-10100
1" = 10'-0"



MEZZANINE



MEZZANINE APPARATUS BAY

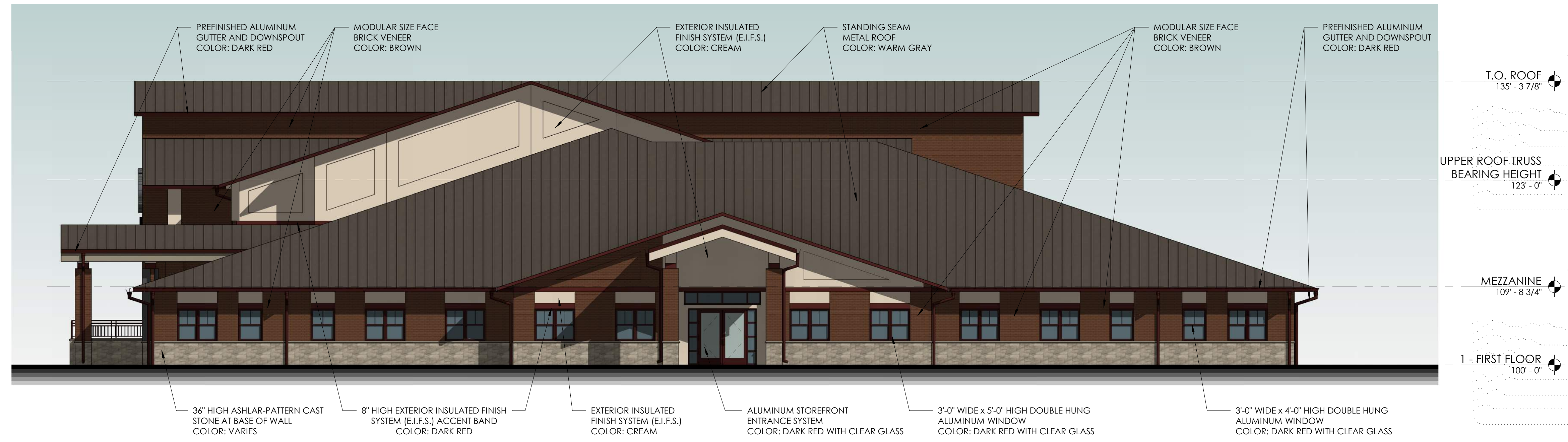




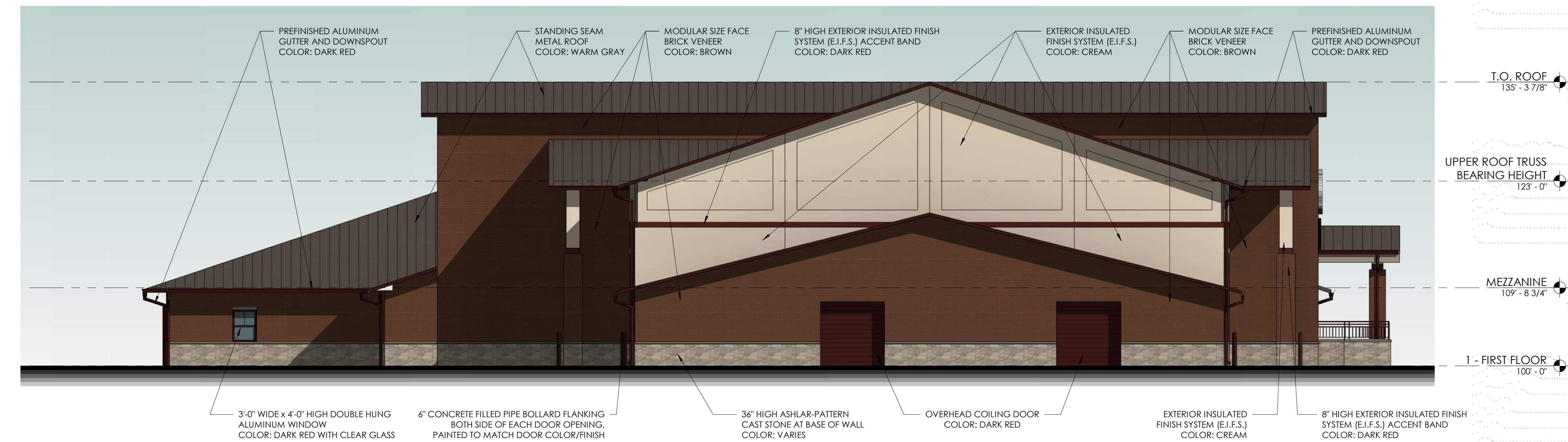
1.5 – CONCEPTUAL DESIGN DRAWINGS

1. The conceptual exterior building design has been developed in coordination with the City of Westfield Fire Department to be complimentary in appearance to Westfield Fire Station 83 and design characteristics from surrounding contextual buildings. The exterior design also meets requirements set forth in the Westfield Unified Development Ordinance and the Maple Knoll Planned Unit Development District.
2. The massing, geometry and materials represented in the conceptual design drawings are intended as a basis of design reference for the Design-Builder's Phase 1 Scope of Services.
3. Further detailing and technical criteria of materials identified on the following conceptual exterior building design drawings is found in the following sections:
 - a. Section 2.0 – Exterior Shell Performance Requirements
4. Attachments: See following attached conceptual exterior building design drawings for Westfield Fire Station 81.

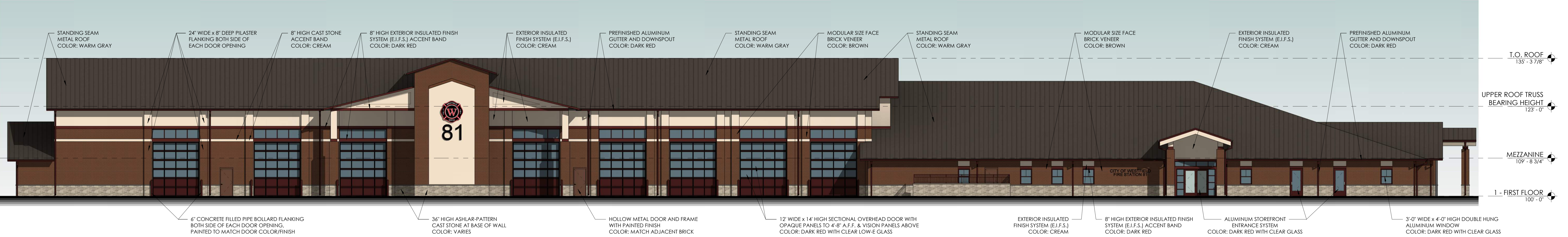
END OF SECTION 1.5 – CONCEPTUAL DESIGN DRAWINGS



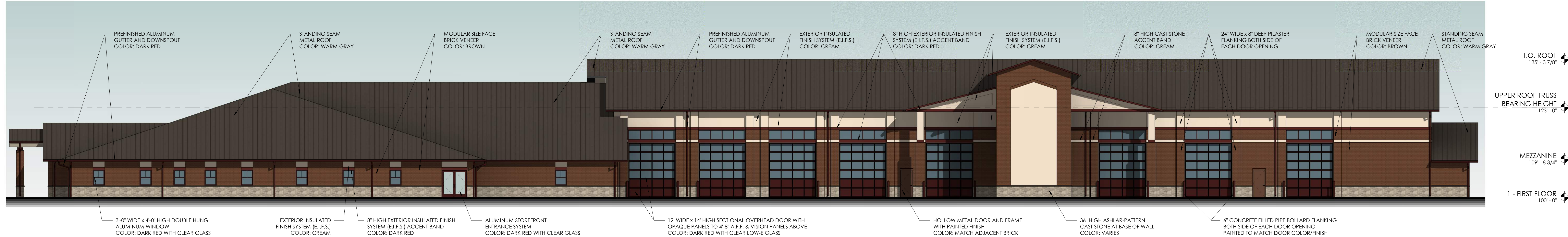
WEST ELEVATION



EAST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION



FIRE STATION 81 - CONCEPTUAL DESIGN DRAWINGS

CITY OF WESTFIELD
17001 DITCH RD.
WESTFIELD, IN 46074

05/19/21
0190086-10100
1" = 10'-0"





1.7 – PROJECT BUDGET INFORMATION

1. The Westfield Fire Department's overall Project budget is summarized as follows:

Budget Item	Totals
Design Builder's Project Target Construction Budget	\$12,800,000
Project Contingencies	To be jointly determined in Phase 1
Design Criteria Developer/Support Services	\$170,196.23
Land Purchase	N/A
Permits, Impact fees	To be jointly determined in Phase 1
Printing & Miscellaneous Costs	To be jointly determined in Phase 1
Quality Control Testing	To be jointly determined in Phase 1
Third Party Commissioning	To be jointly determined in Phase 1
Builder's Risk Insurance	To be jointly determined in Phase 1
Costs of Insurance	Financing costs – from Underwriter and Taft
Off-Site Utilities	To be jointly determined in Phase 1
Owner-Provided Electronics for Data Network, Access Control, Audio-Visual Systems & Electronic Security Systems	To be jointly determined in Phase 1
Furniture and Loose Equipment	To be jointly determined in Phase 1
Total Project Budget	To be jointly determined in Phase 1

2. Offerors should strive to propose the best Qualitative Proposal solution possible within the budget amount to be jointly determined in Phase 1. Approaches that seek to compromise quality or performance in favor of price significantly below the budget amount are not desired and will not be rewarded.
3. Project Funding is a Lease Rental Bond, subject to a request for the application of a petition/remonstrance process per IC 6-1.1-20-3.1(b)(3)(E). The deadline for taxpayers to request the petition/remonstrance process is scheduled to expire on June 1, 2021. Should such a request occur, the Design-Builder procurement process will be suspended until the Owner has successfully completed the petition/remonstrance process, and the project schedule will be appropriately adjusted.
4. The following summary indicates which elements of the project budget are considered to be in the Design-Builder's portion of the budget, and which are in other categories of the Owner's overall budget, and therefore not part of the Design-Build lump sum:

Item Description	Design-Builder's Budget	Owner's Budget
Cost Estimating	X	
Design-Build Agreement Accounting	X	



Item Description	Design-Builder's Budget	Owner's Budget
Labor & Benefits of Construction Workers employed by Design-Builder	X	
Labor & Benefits of Design-Builder's Supervisory and Administrative Personnel	X	
Cost of work performed by Design-Builder's sub-contractors and consultants	X	
Cost of material or equipment to be incorporated in the completed construction, including transportation, storage, and handling.	X	
Cost of excess materials in excess of those actually installed to allow for reasonable waste and spoilage	X	
Cost of materials, supplies, temporary facilities, machinery, equipment and tools provided by the Design-Builder for its workers and fully consumed at the construction site, less salvage value of items not fully consumed.	X	
Rental charges for temporary facilities, machinery, equipment, and tools provided by the Design-Builder at the site.	X	
Cost of removal of debris from the site	X	
Cost of document reproduction	X	
Cost of postage and handling of submittals and other project correspondence and documentation	X	
Data processing costs for the project	X	
Cost of telephone service at the jobsite and Design-Builder's long-distance telephone calls	X	
Cost of data network connection for Design-Builder's jobsite office	X	
Cost of Travel, relocation or living expenses for Design-Builder's personnel	X	
Cost of storing materials for the project at a suitable off-site location mutually agreeable to the Owner and Design-Builder, if appropriate	X	
Project Design and Engineering	X	
Third-Party Systems Commissioning		X
Insurance required for the project, other than Builder's Risk	X	
Fees for filing plans with Indiana Department of Homeland Security		X
Fees for filing plans with the City of Westfield and Hamilton County for approvals and Construction Design Release		X
Fees for filing Fire Protections plans with State Fire Marshal	X	
Fees to obtain any building permits, licenses, inspections required by state or local authorities.	X	
Fees for filing Rule 5 Notice of Intent	X	



Item Description	Design-Builder's Budget	Owner's Budget
Fees of quality control field or laboratory testing, where test results indicate the Work meets requirements of the Design-Build Documents		X
Fees of quality control field or laboratory testing, where tests results indicate the Work does not meet requirements of the Design-Build Documents	X	
Cost of correcting non-conforming work	X	
Royalties and license fees paid for the use of a particular design, process or product.	X	
Design-Builder's Legal, Mediation and/or arbitration costs, including attorneys' fees other than those arising from Disputes between Owner and Design-Builder	X	
Design & Construction Contingency	X	
General Conditions	X	
Design-Builder's Overhead and Profit	X	
Builder's Risk Insurance		X
Development of Design Criteria		X
Telephone equipment, including cabling, switches, instruments, etc.	X	
Data network distribution system, including cabling, patch cords, terminations, distribution racks, switches, ups devices & routers	X	
Data network servers		X
Office computers		X
Audio-Visual Video Distribution system, including Cabling, Head-End Equipment, centralized A/V switching, Audio Amplification system, projector mounting, input connection points, etc.	X	
Audio-Visual System input equipment, including: Computers, DVD players, Cameras, Smart Boards, etc.		X
Security and Access Control Equipment & Programming		X
Initial Enrollment of Access Credentials for all of Owner's staff		X
Temperature Control Equipment and Programming	X	
Fixed Apparatus Equipment (Casework cabinets, countertops, sinks, washers, dryers, lockers, refrigerators, restroom accessories, etc.)	X	
Loose Apparatus Equipment (Freestanding storage rack/shelving, freestanding storage cabinets, etc.)		X
Fixed Kitchen/Living Quarters/Admin. Offices Equipment (Countertops, casework cabinets, sinks, exhaust hood, oven, range, refrigerators, freezers, ice maker, workstations, washers, dryers, restroom accessories, shelving etc.)	X	



Item Description	Design-Builder's Budget	Owner's Budget
Loose Kitchen/Living Quarters/Admin. Offices Equipment (Coffee makers, tables and chairs, desks and chairs, freestanding storage rack/shelving, etc.)		X
Other Furnishings and Loose Equipment		X
Site Development	X	
Any off-site utilities Work required for the project and not provided by utility companies	X	

END OF SECTION 1.7 – PROJECT BUDGET INFORMATION

APPENDIX "E"
STATUTORY REQUIREMENTS

E-Verify. Pursuant to Ind. Code § 22-5-1.7-11, CONSULTANT, by entering into the Contract with CITY, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. CONSULTANT 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. CONSULTANT hereby states that it does not knowingly employ an unauthorized alien. CONSULTANT further affirms that, prior to entering into the Contract with CITY, it will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

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