CITY OF WESTFIELD, IN

Board of Public Works Meeting Agenda

BOARD OR COMMISSION: Board of Public Works Meeting
MEETING DATE: Wednesday, February 25, 2026 at 1:00 PM
MEETING PLACE: Westfield City Hall- Assembly Room

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

Nick Barbknecht, President | Mayor Appointed | 1-year term | 1/1/26-12/31/26
Mayor Scott Willis, Board Member | Mayor | 4-year term | 1/1/24-12/31/27

SWEARING IN OF NEW BOARD MEMBER

Swearing in of New Board Member - Nick Snoply

OPENING OF REGULAR MEETING

Note the presence of a quorum

APPROVAL OF MINUTES

Action Item #1:

- Approval of Minutes – January 28, 2026

CONTRACTS/AGREEMENTS

Action Item #2:

- Community Health Network, Inc. & City of Westfield – Grant of Trail Easement

Action Item #3:

- Riverview Health & Westfield Fire Department – Amended & Restated Emergency Medical Services Independent Contractor Agreement

Action Item #4:

- Citizens Wastewater of Westfield, LLC & City of Westfield – Wastewater Main Extension & Contribution Agreement

Action Item #5:

- Christopher B. Burke Engineering & City of Westfield – Ongoing SW2 – Professional Services Proposal

Action Item #6:

- One Source Group & City of Westfield - 2026 Public Post Construction BMP Stormwater Maintenance Proposal

Action Item #7:

- Citizens Wastewater of Westfield, LLC & City of Westfield - Approval of Utility Easement Agreement

Action Item #8:

- Duke Energy Indiana, LLC, & City of Westfield – Easement

Action Item #9:

- Duke Energy Indiana, LLC & City of Westfield – Utility Reimbursement Agreement – 191st Street Road Widening

Action Item #10:

- AT&T Enterprises, LLC & City of Westfield – Reimbursement Agreement – 191st Street Widening/Pedestrian Bridge Relocation

Action Item #11:

- Victor T. & Rhonda M. Isbell & City of Westfield – Dedication of Public Right of Way – 161st Street Trail

Action Item #12:

- E&B Paving, LLC & City of Westfield – 181st Street & Grand Park Boulevard – Contract for Goods & Services

Action Item #13:

- Towne Run Retail, LLC & City of Westfield – Grant of Easement & Maintenance Agreement

Action Item #14:

- LTF Real Estate Company, Inc. & City of Westfield – Grant of Easement

Action Item #15:

- Signing Authority – 2026 Resurfacing Program

Action Item #16:

- Signing Authority – 2026 Concrete Patching Program

Action Item #17:

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

Action Item #18:

- Crossroad Engineers & City of Westfield - Jersey Street Right-of-Way Acquisition Services – Professional Services Agreement

CHANGE ORDERS

Action Item #19:

- Sikich & City of Westfield – Change Order to Professional Services Master Agreement – Approval for Additional $13,000 to Service Contract

CONSENT AGENDA

- Uniform Conflict of Interest Disclosure Statement – Scott Willis

- February Bond List

DEPARTMENT REPORTS

- Fire

- Police

- Public Works

ADJOURNMENT

Oath of Office

State of Indiana

County of Hamilton

I, Nick Snoply, do solemnly swear, that I will support, uphold, and defend, the Constitution of the United States and the Constitution of the State of Indiana; and that I will honestly, faithfully and impartially execute the duties assigned to me as a Member of the Westfield Board of Public Works for the City of Westfield, Indiana, to the best of my ability and always in accordance with existing law and policies, so help me God.

_____

Signature

Nick Snoply

SUBSCRIBED AND SWORN TO BEFORE ME, THIS 25TH DAY OF FEBRUARY

_____

Signature

SCOTT WILLIS

Title: MAYOR

If the person administering the oath is a notary public, add the county of residence and date of expiration of commission:

County of Residence: _____

Date Commission Expires: _____/_____

OPENING OF REGULAR MEETING

Note the presence of a quorum

Nick Barbknecht and Mayor Willis were presented to form a quorum. Deputy Clerk Kim Strang and City Legal Nicole Buskill were also in attendance.

APPROVAL OF MINUTES

Action Item #1:

- **Approval of Minutes – December 17, 2025**

The motion to approve was made by: Mayor Willis
Seconded by: Nick Barbknecht
Vote: Yes-2; No-0. Motion carried.

CONTRACTS/AGREEMENTS

Action Item #2:

- **Citizens Water of Westfield, LLC & City of Westfield – 181st & Grand Park Boulevard - Utility Reimbursement Agreement**

Michael Pearce stated this is an agreement to reimburse Citizens for the cost to relocate a hydrant which is in an easement associated with the 181st and Grand Park Blvd roundabout project. The agreement is for $34,000.

The motion to approve was made by: Mayor Willis
Seconded by: Nick Barbknecht
Vote: Yes-2; No-0. Motion carried.

Action Item #3:

- **E&B Paving & City of Westfield - Penn Street Extension Project – Goods & Services Contract**

Michael Pearce presented the contract for the East Street extension project. The project includes the construction of a roadway (approximately 400ft) connecting the existing roadway between East Street and Hillcrest Drive with curb and gutter, angled parking, storm sewers, multi-use path, sidewalk, curb ramps, pavement markings, and signing. There were 8 bids received, with the lowest, most responsible bidder being E &B Paving with a contracted amount of $646,038.33.

The motion to approve was made by: Mayor Willis
Seconded by: Nick Barbknecht
Vote: Yes-2; No-0. Motion carried.

Action Item #4:

- **Signing Authority – Monon Tunnel at 161st Street**

John Nail presented. This is to grant John Nail the signing authority for the 161st Street Monon tunnel project. There were 4 bids submitted, and the contract which is being awarded to the lowest, best responsible and qualified bidder is being finalized. The low bid came in significantly under the projected budget. Tree clearing will begin in March with construction starting immediately after, weather permitting.

The motion to grant the signing authority was made by: Mayor Willis
Seconded by: Nick Barbknecht
Vote: Yes-2; No-0. Motion carried.

Action Item #5:

- **Duke Energy Indiana, LLC & City of Westfield - Duke Easement for Station 85**

John Nail presented. This is a request to grant an easement to Duke Energy to supply electrical power to Station 85.

The motion to approve was made by: Mayor Willis
Seconded by: Nick Barbknecht
Vote: Yes-2; No-0. Motion carried.

RESOLUTIONS

Action Item #6:

- **Resolution 26-103: A Resolution of the City of Westfield Board of Public Works and Safety Approving a Ground Lease with the Downtown Westfield Community Development Corporation**

Lauren Wahl presented. There are two lots that remain city-owned (204 and 330 Jersey Street) and the city desires to lease them to the DWCDC, which is a nonprofit corporation for the development of the parking garage. The term of the lease is for 30 years with a base rent of $1.00.

The motion to approve was made by: Nick Barbknecht
Seconded by: Mayor Willis
Vote: Yes-2; No-0. Motion carried.

CONSENT AGENDA

January Bond Information

The motion to approve was made by: Nick Barbknecht
Seconded by: Mayor Willis
Vote: Yes-2; No-0. Motion carried.

DEPARTMENT REPORTS

- **Fire**

Chief Gaylor gave an overview of the accomplishments of the Fire Department in 2025.

- **Police**

Rob Dine, representing the Police Department, was present to answer any questions that the Board might have.

- **Public Works**

John Nail thanked the Street Department and other city employees for the excellent hard work put in during the recent snow event and gave an update on future or ongoing projects.

ADJOURNMENT

The motion to adjourn was made by Mayor Willis. Seconded by Nick Barbknecht.

Meeting Adjourned at: 1:22 PM

_____ _____

Deputy Clerk-Treasurer President or Vice President

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

Cross Reference Instrument: 2025039028

GRANT OF TRAIL EASEMENT

This Grant of Trail Easement (the "Agreement") is made this 21st day of January, 2026, by Community Health Network, Inc., an Indiana nonprofit corporation ("Grantor"), in favor of the CITY OF WESTFIELD, an Indiana municipal corporation ("Grantee").

RECITALS

WHEREAS, Grantor is the owner of a tract of land commonly known as 19900 East Street in the City of Westfield, Hamilton County, Indiana and described by legal description as Lot 1 in Community Health Westfield Campus Hospital, as per Secondary Plat thereof, recorded as Instrument #2025039028 in Plat Cabinet 6, Slide 6912 in the office of the Recorder of Hamilton County, Indiana (the "Real Estate"); and

WHEREAS, Grantor desires to grant to Grantee and Grantee desires to obtain from Grantor, a perpetual easement (the "Trail Easement") on, in, under, above, over, across and through that portion of the Real Estate described by legal description in Exhibit A and illustrated on Exhibit B, attached hereto and incorporated herein by this reference (the "Trail Easement Area"), for purposes of providing and maintaining a recreational trail for public use.

GRANT AND AGREEMENT

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. Recitals. The foregoing recitals are hereby affirmed by the parties as true and correct and each such recital is incorporated herein by this reference.

2. Grant of Trail Easement. Grantor hereby grants and conveys to Grantee, an exclusive easement on, in, under, above, over, across and through the Trail Easement Area for the purposes of constructing, reconstructing, maintaining, operating, repairing, replacing, using and inspecting trail facilities and related appurtenances to be used by the public as a recreational trail. Grantee's rights herein include cutting or trimming trees, bushes, vegetation and saplings growing upon or extending over the Trail Easement Area so far as may be reasonably necessary in the construction, installation, operation, repair, removal, replacement, renewal, inspection and maintenance of the trail facilities. Excluding the removal of vegetation and obstructions as provided herein, any physical damage to the surface area of the Trail Easement Area or the Real Estate resulting from the exercise of rights granted herein to Grantee shall be promptly repaired or restored by Grantee, at Grantee's sole cost and expense, to a condition substantially similar to the condition prior to the damage.

3. Nature and Assignment of Easements and Rights. The Trail Easement and rights granted herein, and, together with the burdens thereof and obligations associated therewith, shall: (a) run with and burden the Trail Easement Area; (b) inure to the benefit of Grantee and its successors and assigns; and (c) bind and inure to the benefit of the Grantor as the fee simple owner of all or any part of the Trail Easement Area and Real Estate and Grantor's respective grantees, successors and assigns. Each instrument which conveys, grants, transfers, creates or assigns any interest in all or any portion of the Trail Easement Area shall be deemed to impose as a limitation or restriction upon the entire or such portion of the Trail Easement Area, the burden of the Trail Easement and rights granted herein and the obligations associated therewith (whether or not the instrument of conveyance expressly imposes such limitation or restriction).

4. Condition of the Easement Areas. Except as expressly set forth herein, it is understood and agreed that Grantor is not making and has not at any time made any representations or warranties of any kind or character, express or implied, with respect to the Trail Easement Area. Grantor assumes no obligation to make any improvements to, provide any security for, or any lighting of the Trail Easement Area, or to ensure that the Trail Easement Area complies with applicable zoning ordinances or other laws and regulations. Grantee agrees that all of Grantee's improvements to the Trail Easement Area and personal property of every kind or description which may at any time be on the Trail Easement Area shall be on, within, over or under the Trail Easement Area at Grantee's sole risk or at the risk of those claiming through or under Grantee, and in no event shall Grantor be liable for the same, except as a result of the negligence or intentional misconduct of Grantor or its officers, members, managers, agents, employees, and contractors. Grantee shall maintain the Trail Easement Area in good operating condition and repair at its sole expense, and Grantor shall have no obligations whatsoever to maintain the Trail Easement Area, including, without limitation, any obligation to remove snow and ice from any part of the Trail Easement Area. Grantee further acknowledges that, except as provided in Section 5 below, Grantee is responsible for the design of all improvements within the Trail Easement Area.

5. Reservation of Rights. Grantor reserves the right to use and enjoy the Trail Easement Area for all purposes not inconsistent with the permitted uses thereof by Grantee, its successors and assigns; provided that Grantor shall not construct or place or permit to be constructed or placed, any permanent structure or obstruction on the Trail Easement Area that will damage and/or disturb or unreasonably prevent or interfere with Grantee's use of the Trail Easement Area for the purposes permitted herein. Notwithstanding anything in this Agreement to the contrary, Grantor may, at its option and sole expense and liability, install, maintain, repair, replace and relocate an access drive or driveway over and across the Trail Easement Area. Grantor shall not install, replace, or relocate such access drive or driveway unless and until Grantee approves the design and location of such access drive or driveway in writing. Grantor shall maintain any access drive or driveway in good operating condition and repair at its sole expense, and Grantee shall have no obligations whatsoever to maintain any such access drive or driveway. Approval by Grantee shall be deemed given if provided in writing from the City's Department of Public Works, by approval of a development plan by the City's Plan Commission or designee, or the issuance of an improvement location permit by the Department of Community Development of plans that show the location and design of an access drive or driveway that crosses the Trail Easement Area. Grantor agrees that all of Grantor's improvements to such access drive or driveway and personal property of every kind or description which may at any time be on the access drive or driveway shall be on, within, over or under the drive or driveway at Grantor's sole risk or at the risk of those claiming through or under Grantor, and in no event shall Grantee be liable for the same, except as a result of the negligence or intentional misconduct of Grantee or its

officers, members, managers, agents, employees, and contractors. Grantor shall, subject to the reasonable prior written approval of Grantee, also have the right to extend subterranean utilities, including pipes and conduits, below grade through the Trail Easement Area.

6. Representations and Warranties. Grantor represents and warrants that (a) to Grantor's knowledge, the Trail Easement Area is encumbered only by easements, agreements and restrictions of record, and the lien of non-delinquent real estate taxes and assessments; and (b) it has the right to grant and convey the Trail Easement and all necessary organizational consents and requirements to execute this instrument have been obtained and satisfied.

7. Address and Notice. All communications directed to the parties shall be sent to the following address:

If to Grantor:

Community Health Network, Inc.
7330 Shadeland Station, Suite 200,
Indianapolis, Indiana 46256
Attention: General Counsel,

With copy to:
Community Health Network, Inc.
Attn: Director of Real Estate
6626 E 75th Street, Suite 200
Indianapolis IN 46250

If to Grantee:

City of Westfield, Indiana
Director of Public Works
2728 E. 171st Street
Westfield, IN 46074

Either party may change its address by giving written notice to the other party at the address above (or to which the above has been validly changed pursuant to this Section 8). All notices shall be sent via U.S. Mail, hand delivery or by email, and shall be deemed given three (3) business days after mailing for U.S. Mail, or upon hand delivery (if hand delivered).

7. No Partnership. Nothing in this Agreement shall be construed to create a partnership or joint venture between Grantor and Grantee or any other relationship other than as grantor and grantee, nor shall Grantee in any manner act or indicate to any third party that it is acting as agent of the Grantor.

8. Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

9. Time of Performance. Time is of the essence of and with respect to each and every term and provision of this Agreement.

10. Entire Agreement. This Agreement, including the Exhibit attached hereto, embodies the entire agreement between the parties hereto with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties or restrictions between the parties hereto with regard thereto other than those specifically set forth herein.

11. Modifications. Any modification of this Agreement shall be binding only if evidenced in a writing signed by each party hereto and recorded in the office of the Recorder of Hamilton County, Indiana.

12. Governing Law. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Indiana.

13. Assignment. Grantee may not assign its rights under this Agreement without the prior written consent of Grantor, which consent may be withheld in Grantor's sole discretion, if the proposed assignee is not a governmental entity.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement on this __ day of _____, 2025.

Grantor:

Community Health Network, Inc.

By: _____

Printed: JASON FAHRLANDER

Title: EVP - COO

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

MARGARET T MORTIMORE
Notary Public, State of Indiana
Marion County
Commission Number NP0739595
My Commission Expires
March 06, 2030

Before me, a Notary Public in and for the above County and State, personally appeared JASON FAHRLANDER, the EVP - COO of Community Health Network, Inc., an Indiana nonprofit corporation, who acknowledged the execution of the foregoing Grant of Trail Easement, and who, having been duly sworn, stated that any representations contained therein are true.

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

Margaret J. Mortimore
Signature

MARGARET J. MORTIMORE
Printed Name Notary Public

I am a resident of MARION County, Indiana

My commission expires: MARCH 06, 2030

ACCEPTED BY "**GRANTEE**":

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

By: _____ Date: _____
Scott Willis, Presiding Officer

By: _____ Date: _____
Nick Barbknecht, Member

By: _____ Date: _____
Chuck Lehman, Member

ATTEST:

_____
Kim Strang, Deputy Clerk Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Scott Willis, Nick Barbknecht, and Chuck Lehman, by me known to be the members of the City of Westfield Board of Public Works and Safety, and Kim Strang, Deputy Clerk Treasurer of the

City of Westfield, who having been duly sworn upon their oath acknowledged the acceptance of the foregoing Trail Easement for and on behalf of the City of Westfield, Indiana.

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

(Signature) _____

(Printed Name) _____

Notary public residing in _____ County

My Commission Expires: _____

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. *Johnathon Nail*

This instrument was prepared by, and after recording return to: Johnathon Nail, City of Westfield Department of Public Works. 2706 E 171st Street, Westfield, Indiana 46074.

EXHIBIT A

TRAIL EASEMENT EXHIBIT

COMMUNITY HEALTH WESTFIELD CAMPUS HOSPITAL

TRAIL EASEMENT DESCRIPTION

Part of Lot Number 1 in Community Health Westfield Campus Hospital, as per Secondary Plat thereof, recorded as Instrument #2025039028 in Plat Cabinet 6, Slide 6912 in the Office of the Recorder of Hamilton County, Indiana, being more particularly described as follows:

BEGINNING at the northeast corner of said Lot 1 and a point on the west right of way of East Street (the following two courses are along said west right of way); (1) thence South 00 degrees 02 minutes 12 seconds West 5.38 feet to a curve to the left having a radius of 710.00 feet, the radius point of which bears South 89 degrees 57 minutes 48 seconds East; (2) thence Southerly along said curve 25.15 feet to a point which bears South 88 degrees 00 minutes 27 seconds West from said radius point; thence South 18 degrees 19 minutes 25 seconds West 16.97 feet; thence South 07 degrees 27 minutes 58 seconds West 18.30 feet; thence South 02 degrees 47 minutes 28 seconds West 18.30 feet; thence South 06 degrees 35 minutes 01 seconds East 71.33 feet; thence South 02 degrees 07 minutes 51 seconds West 38.80 feet; thence South 08 degrees 34 minutes 11 seconds West 42.58 feet; thence South 08 degrees 11 minutes 17 seconds East 16.10 feet; thence South 19 degrees 32 minutes 41 seconds East 72.07 feet; thence South 40 degrees 27 minutes 07 seconds East 10.59 feet; thence South 61 degrees 08 minutes 18 seconds East 10.59 feet; thence South 82 degrees 02 minutes 44 seconds East 38.85 feet to the west right of way of said East Street; thence South 19 degrees 01 minutes 50 seconds East along said west right of way 15.52 feet; thence North 67 degrees 46 minutes 07 seconds West 15.55 feet; thence North 82 degrees 02 minutes 44 seconds West 32.67 feet; thence North 61 degrees 08 minutes 18 seconds West 14.26 feet; thence North 40 degrees 27 minutes 07 seconds West 14.26 feet; thence North 19 degrees 32 minutes 41 seconds West 74.91 feet; thence North 08 degrees 11 minutes 17 seconds West 18.57 feet; thence North 08 degrees 34 minutes 11 seconds East 43.49 feet; thence North 02 degrees 07 minutes 51 seconds East 37.47 feet; thence North 06 degrees 35 minutes 01 seconds West 71.38 feet; thence North 02 degrees 47 minutes 28 seconds East 19.53 feet; thence North 07 degrees 27 minutes 58 seconds East 19.66 feet; thence North 18 degrees 19 minutes 25 seconds East 46.76 feet to the POINT OF BEGINNING, containing 0.088 acres (3,825 square feet), more or less.

9339 PRIORITY WAY WEST DRIVE, SUITE 100 INDIANAPOLIS, INDIANA 46240
(317) 844-6777 FAX (317) 706-6451 E-Mail cripe@cripe.biz

ARCHITECTURE + INTERIORS ● CIVIL ENGINEERING ● SURVEY + CONSTRUCTION ENGINEERING ● ENERGY + FACILITIES ● EQUIPMENT PLANNING ● REAL ESTATE SERVICES

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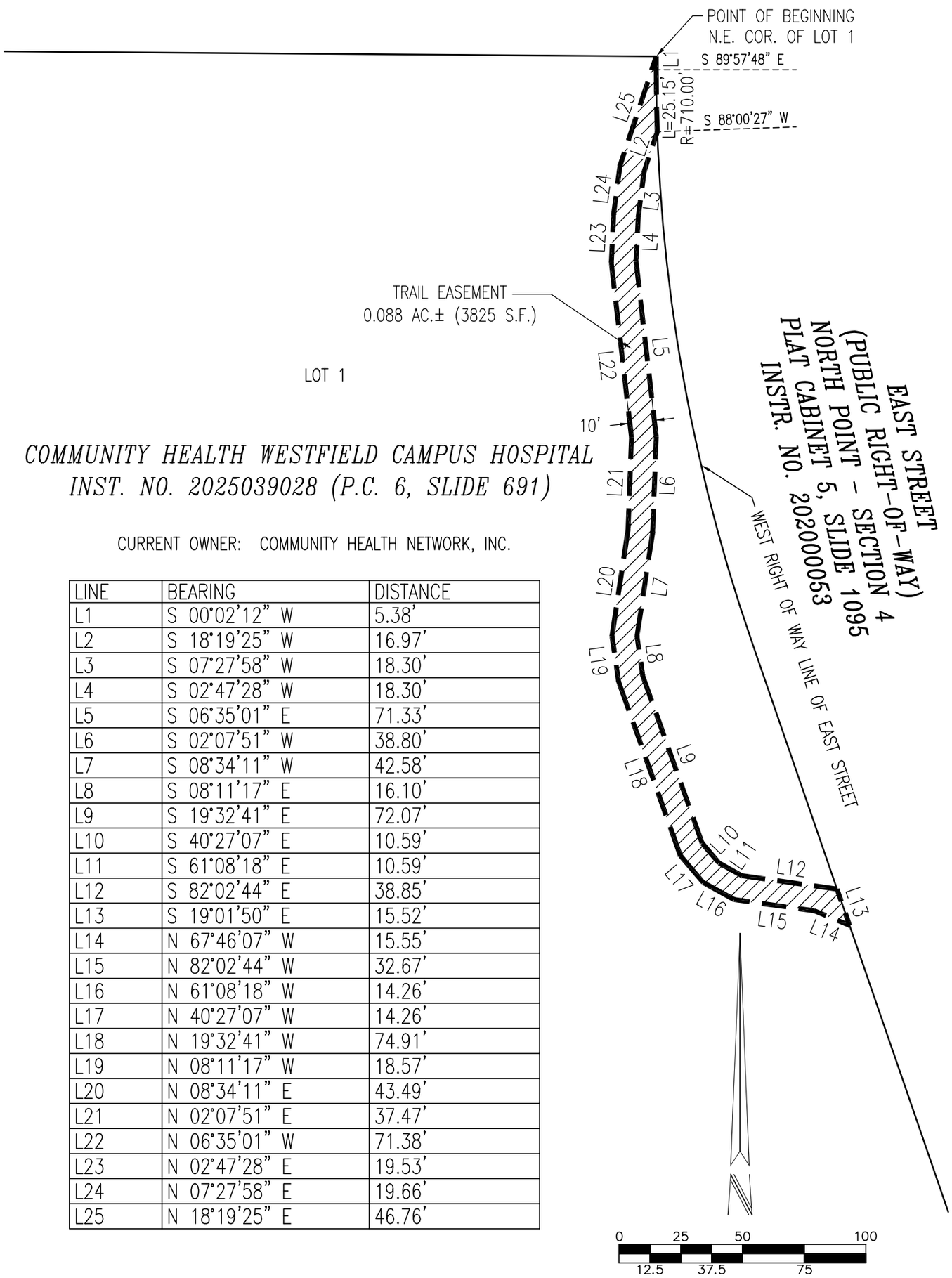
PIC JOB NO. 160426-10100
OCTOBER 20, 2025
SHEET 2 OF 2

EXHIBIT B

TRAIL EASEMENT EXHIBIT

COMMUNITY HEALTH WESTFIELD CAMPUS HOSPITAL



CURRENT OWNER: COMMUNITY HEALTH NETWORK, INC.

LINE	BEARING	DISTANCE
L1	S 00°02'12" W	5.38'
L2	S 18°19'25" W	16.97'
L3	S 07°27'58" W	18.30'
L4	S 02°47'28" W	18.30'
L5	S 06°35'01" E	71.33'
L6	S 02°07'51" W	38.80'
L7	S 08°34'11" W	42.58'
L8	S 08°11'17" E	16.10'
L9	S 19°32'41" E	72.07'
L10	S 40°27'07" E	10.59'
L11	S 61°08'18" E	10.59'
L12	S 82°02'44" E	38.85'
L13	S 19°01'50" E	15.52'
L14	N 67°46'07" W	15.55'
L15	N 82°02'44" W	32.67'
L16	N 61°08'18" W	14.26'
L17	N 40°27'07" W	14.26'
L18	N 19°32'41" W	74.91'
L19	N 08°11'17" W	18.57'
L20	N 08°34'11" E	43.49'
L21	N 02°07'51" E	37.47'
L22	N 06°35'01" W	71.38'
L23	N 02°47'28" E	19.53'
L24	N 07°27'58" E	19.66'
L25	N 18°19'25" E	46.76'

0 25 50 100
12.5 37.5 75

SCALE: 1"=50'

9339 PRIORITY WAY WEST DRIVE, SUITE 100 INDIANAPOLIS, INDIANA 46240
(317) 844-6777 FAX (317) 706-6451 E-Mail cripe@cripe.biz

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AMENDED AND RESTATED EMERGENCY MEDICAL SERVICES INDEPENDENT CONTRACTOR AGREEMENT

This Amended and Restated Emergency Medical Services Independent Contractor Agreement (this "Agreement") is entered into as of _____ (the "Effective Date'') by and between the City of Westfield Fire Department (hereinafter "Fire Department") and Riverview Health (hereinafter "Hospital") for the purpose of providing ambulance replenishing services. Each of the Fire Department and Hospital is referred to herein as a "Party" and together as the "Parties."

W I T N E S S:

WHEREAS, Hospital is an Indiana county hospital with hospitals located in Noblesville, Indiana and Westfield, Indiana, which in conjunction with its organized medical staff, provides high quality inpatient and outpatient hospital services to the residents of the greater Hamilton County area;

WHEREAS, the Parties previously entered an Emergency Medical Services Independent Contractor Agreement dated January 1, 2020, and later amended March 6, 2020, which is hereby replaced by this Agreement;

WHEREAS, the Fire Department operates emergency medical services providing pre-hospital care and emergency medical transport within the City of Westfield and the greater Hamilton County area; and

WHEREAS , the Parties desire to establish a practical, compliant, and transparent process by which the Hospital will supply certain pharmaceuticals and controlled substances used by Fire Department.

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows.

ARTICLE 1
DEFINITIONS

1.1 "Ambulance Provider" means a provider or supplier of ambulance transport services that provides emergency ambulance services; it does not include providers of only non-emergency transport services.

1.2 "Applicable Requirements" shall include but not be limited to (i) all applicable laws and regulations, including but not limited to, the Rules and Regulations for the Operation and Administration of Advanced Life Support Services (hereinafter "ALS") and Basic Life Support Services (hereinafter "BLS"); (ii) any and all protocols adopted hereunder; (iii) all applicable Hospital Bylaws; Policies and Procedures and Medical Staff Bylaws, Rules and Regulations; (iv) the Indiana Open Door Law, the Indiana Access to Public Records Act, and other applicable laws; rules and regulations governing public access to information; and (v) this Agreement inclusive of all Exhibits and Attachments.

1.3 "Approved Supply List" means the list of eligible pharmaceuticals and controlled substances subject to replenishment under this Agreement, as set forth in Exhibit A, as may be amended in writing by mutual agreement of the Parties.

1.4 "Controlled Substances" means those substances listed on Schedules II–V under the U.S. Controlled Substances Act and applicable state controlled substances laws and regulations.

1.5 "Designated Units" means Fire Department ambulances and response vehicles designated by the Fire Department and eligible for restocking under this Agreement.

1.6 "Emergency Ambulance Service" means a transport by ambulance initiated as a result of a call through 9–1–1 or other emergency access number, or a call from another acute care facility unable to provide the higher level care required by the patient and available at the Receiving Facility.

1.7 "EMS" shall include the provision of emergency medical services, commonly referred to as BLS, and paramedic services, commonly referred to as ALS, and the emergency transport of persons in accordance with Applicable Requirements.

1.8 "EMS Personnel" shall include (i) emergency medical technicians; (ii) advanced emergency medical technicians; and (iii) paramedics who have been duly authorized and credentialed in accordance with Applicable Requirements to perform hereunder.

1.9 "Fair Market Value" means fair market value payment, based on an arms-length transaction.

1.10 "First Responder" includes, but is not limited to, a fire department, paramedic service, or search and rescue squad that responds to an emergency call and treats the patient but does not transport the patient to the Receiving Facility.

1.11 "Receiving Facility" means a hospital or other facility that provides emergency medical services and receives patients transported by ambulance.

1.12 "Replenish" or "Replenishment" means the replacement of Approved Supply List items used by Fire Department personnel.

1.13 "Restocking Event" means a discrete occurrence of Replenishment and documentation as required under this Agreement.

ARTICLE 2
HOSPITAL OBLIGATIONS

Services. Fire Department hereby engages Hospital, and Hospital accepts such engagement by Fire Department to faithfully and diligently perform all Services set forth in Exhibit A ("Services").

2.2 Hospital Control. At all times during the term of this Agreement and any renewal, all of Hospital's personnel, facilities, and equipment shall remain subject to the Hospitals ultimate authority and control.

2.3 Restocking by Hospital. Subject to the terms of this Agreement, the Hospital will replenish items in the centralized inventory from the Approved Supply List, in the quantities used, based on documentation presented by Fire Department personnel.

2.4 Exclusions. Replenishment is limited to Approved Supply List items.

2.5 Availability. Replenishment is subject to Hospital inventory availability at the time of restocking. If items are back-ordered or unavailable, the Hospital will document the variance and provide a substantially equivalent clinically acceptable (to Fire Department) item if available.

2.6 Notice of Unsatisfactory Performance. At all times during the term of this Agreement and any renewal term, Hospital shall provide Fire Department with prior express written notice of any actual knowledge on the part of Hospital that an EMS Personnel or other Fire Department Input (as this term is defined in Section 3.3) has failed to perform in accordance with Applicable Requirements.

2.7 Billing and Collection; Assignment. Subject to the terms and conditions of the compensation plan, and effective immediately and throughout the term of this Agreement and any renewal term, Hospital shall cooperate with Fire Departments billing and collection efforts related to all EMS performed by Fire Department hereunder by providing such information, completing such forms, and performing such actions as reasonably requested by Fire Department. This Section 2.7 shall survive the termination of this Agreement.

ARTICLE 3
FIRE DEPARTMENT OBLIGATIONS

3.1. EMS. Fire Department shall faithfully and diligently perform all EMS duties and responsibilities, as defined herein, in accordance with County requirements, in addition to all other duties and obligations of this Agreement, and in accordance with Applicable Requirements. Fire Department agrees to maintain a valid DEA registration and to notify Hospital in writing of any changes.

3.2. EMS Personnel. At all times during the term of this Agreement and any renewal term, any EMS Personnel who perform EMS hereunder shall: (i) maintain the necessary and appropriate credentials to practice as a paramedic, emergency medical technician or advanced emergency medical technician, as appropriate, in accordance with Applicable Requirements; and (ii) maintain the necessary education, training and experience to perform all EMS and all other duties and obligations hereunder, in accordance with Applicable Requirements.

3.3. Fire Department Inputs. At all times during the term of this Agreement and any renewal term, any Fire Department personnel, facilities, vehicles, equipment, drugs, supplies and linens (hereinafter "Fire Department Inputs") that are provided hereunder for the delivery of Services hereunder shall remain subject to the Fire Department's ultimate authority and control at all times and Fire Department shall be solely responsible for these Fire Department Inputs at all times in the performance of this Agreement, except to the extent specifically stated herein.

3.4. Notice of Unsatisfactory Performance. At all times during the term of this Agreement and any renewal term, Fire Department shall provide Hospital with prior express written notice of any actual knowledge on the part of Fire Department that the Hospital has failed to perform in accordance with this Agreement or Applicable Requirements.

ARTICLE 4
COMPLIANCE WITH LAWS

4.1 General. Each Party will comply with all applicable federal, state, and local laws, ordinances, regulations, and accreditation standards, including those governing pharmacy operations, medical waste, storage and handling, and emergency medical services.

4.2 Anti-Kickback and Safe Harbors. Under no circumstances shall this Agreement, either explicitly or implicitly, require or obligate Hospital or Fire Department to recommend any of the services of the other party hereto at any time. Further, this Agreement shall not be construed in any manner as an inducement to offer, give, or receive anything of value, either directly or indirectly, for the referral of patients or for the arranging or furnishing of any item or service for which payment may be made by a federal health care benefits program, including but not limited to the Federal Medicare or Indiana Medicaid programs. The Parties intend for this Agreement, including any transfers of goods or charges applicable thereto, to comply with the federal Anti-Kickback Statute and the ambulance restocking safe harbor standards. The Parties will administer Replenishment in a manner that is commercially reasonable, not conditioned on referrals or the volume or value of business generated, and consistent with fair market value or permitted no-charge replenishment methodologies as set in Article 6.

4.3 Ambulance Replenishing Safe Harbor Compliance. The Parties agree the replenishing arrangement will, throughout the Term, satisfy all of the following:

(a) The replenished ambulance is used to provide Emergency Ambulance Services an average of at least three (3) times per week, as measured over a reasonable period of time.

(b) Under no circumstances may both the Hospital (as Receiving Facility) and the Fire Department (as Ambulance Provider or First Responder) bill for the same replenished drug. Replenished items may be billed to a Federal health care program by only one party. All billing or claims submission for

replenished items will comply with applicable Federal health care program payment and coverage rules, and each Party's compliance will be determined separately, provided neither Party impedes the other's compliance.

(c) Records of replenished drugs and the patient transport to which they relate will be maintained by the Ambulance Provider, copies provided to the other Party within a reasonable time (unless separately maintained) and made available promptly to the Secretary of Health and Human Services upon request. A pre-hospital care report filed with the Hospital that documents the specific type and number of drugs used and subsequently replenished will satisfy this requirement. Records may be maintained and shared in hard copy or electronically. Records required by this subsection will be maintained for at least five (5) years.

(d) The replenishing arrangement will not take into account the volume or value of any referrals or other business generated between the Parties that is reimbursable in whole or in part by a Federal health care program.

(e) The Parties will otherwise comply with all Federal, State, and local laws regulating ambulance services, emergency services, and the provision and handling of drugs, including laws relating to controlled substances.

4.4 EMTALA. Nothing in this Agreement will be construed to limit Hospital's obligations under the Emergency Medical Treatment and Active Labor Act ("EMTALA") or the Fire Department's obligations under state EMS laws and protocols.

4.5 Compliance with Applicable Requirements. The Parties believe that this Agreement complies with all Applicable Requirements. Should either of the Parties have a good faith belief that this Agreement creates a material risk of violating any Applicable Requirements or interferes with a Party's ability to comply, the Party shall give written notice to the other regarding such belief. The Parties shall then make a good faith effort to reform the Agreement to comply with such Applicable Requirements. In the event a reformation of the Agreement is not possible, the Agreement shall terminate upon ninety (90) days from the date of the said written notice.

ARTICLE 5
ORDERING, DOCUMENTATION, AND PROCEDURES

5.1 Use-Based Replacement. Restocking is limited to quantities used for patient care or replacing expired items.

5.2 Inventory Variances. Any discrepancies, variations, or inconsistencies in inventory will be documented by Fire Department and reported to Hospital. Repeated variances will be escalated to the Parties by giving notice under Article 9.

ARTICLE 6
CHARGES, PRICING, AND PAYMENT

6.1 Pricing Methodology. Items on the Approved Supply List will be replenished to the Fire Department by Hospital, and Hospital will be reimbursed by Fire Department at Hospital's cost.

6.2 Invoicing and Payment. The Hospital will invoice monthly in arrears with an itemized statement referencing restocking dates, item descriptions, quantities, and applicable per-item pricing. The Fire Department will pay undisputed amounts within forty-five (45) days of receipt.

ARTICLE 7
PHARMACEUTICALS AND CONTROLLED SUBSTANCES

7.1 Pharmaceuticals. Pharmaceutical replenishment will follow Hospital pharmacy policies and applicable law.

7.2 Controlled Substances. The Parties acknowledge heightened regulatory requirements. No Controlled Substances will be replenished under this Agreement unless expressly permitted by applicable law and documented procedures in Exhibit A. Any such processes will include DEA/state licensure verification, chain-of-custody, secure storage, reconciliation, and reporting requirements.

7.3 Medical Director Protocols. Fire Department use of pharmaceuticals will remain subject to the medical director's protocols.

ARTICLE 8
STATUS OF THE PARTIES

8.1. Independent Contractor Status. Fire Department and Hospital are independent contractors for all purposes hereunder and at no time shall either Hospital, Fire Department, or any person employed or otherwise engaged by Hospital or Fire Department qualify as an employee of the other party to this Agreement. This Agreement shall not be construed as creating an employment relationship, agency relationship, partnership, joint venture or any other such association between the Parties. The Parties hereto have complete discretion to hire or enter into contracts with third parties to employ or otherwise engage duly qualified persons or entities to provide the EMS Services and Services hereunder. Under no circumstances will any person employed or otherwise engaged by either Party hereto be treated or hold themselves out as an employee of the other Party hereto. Neither Party will exercise any control or have any right of control, express or implied, over the other Party hereto or the manner in which the other Party, or any employee or subcontractor, performs any EMS Services or Services hereunder, except to the extent specifically stated herein. Fire Department and Hospital assume all responsibility for their respective employees and subcontractors at all times

8.2. Change in Status. In the event the Internal Revenue Service or any other governmental agency questions or challenges the independent contractor status of Fire Department and Hospital hereunder, the Parties hereto, upon receipt by either of them of notice from such agency, shall promptly notify the other Party and afford the other Party the opportunity to participate in any discussions or negotiations with such agency. Each Party shall bear its own costs in the event of such inquiry.

ARTICLE 9
TERM AND TERMINATION

9.1 Term. This Agreement shall commence on the Effective Date and initially remain in effect for a term of one (1) year from the Effective Date, unless otherwise terminated as provided herein. This Agreement, according to the terms and conditions in effect as of said date unless otherwise amended upon mutual agreement of the parties, shall be automatically renewed for subsequent one (l) year renewal terms unless one of the Parties to this Agreement provides the other Party hereto with written notice of its intention not to renew at least ninety (90) days prior to the end of the then-current term.

9.2 Termination. This Agreement shall terminate on the occurrence of any of the following events:

(a) Termination by Agreement. This Agreement may be terminated at any time upon the terms set forth in a written document signed by an authorized representative of the Parties hereto.

(b) Termination Without Cause. Either Party hereto may terminate this Agreement without cause upon ninety (90) days prior written notice to the other Party.

(c) Termination for Cause. Either Party hereto may terminate this Agreement for cause in the event the other Party hereto fails to perform hereunder in any material and consequential manner and fails to cure same for a period of thirty (30) days after receipt of written notice of such default.

(d) Immediate Termination. Either Party hereto may immediately terminate this Agreement, at its sole option, upon providing written notice to the other party in the event the other Party: (1) fails to maintain a license necessary to provide EMS or Services hereunder; (2) fails to qualify as a ‘‘health care provider, under the Indiana Medical Malpractice Act, as amended; or (3) is excluded from or otherwise sanctioned by the Federal Medicare or Indiana Medicaid program.

9.3 Effect of Termination. Upon termination of this Agreement, neither Party shall have any further obligation hereunder except as otherwise stated herein or for obligations accruing prior to the date of such termination.

ARTICLE 10
GENERAL PROVISIONS

10.1 Insurance. Fire Department shall obtain and maintain, at its own expense, comprehensive general liability, any relevant professional liability, and such other liability insurance policies that are required under Applicable Requirements to protect Fire Department in the discharge of its obligations hereunder. Fire Department shall provide written proof of such policies to Hospital prior to the execution or any renewal of this Agreement. Comprehensive general liability policies shall name the Hospital as an additional insured party and require the insurance company to notify Hospital, in writing, at least thirty (30) days prior to any cancellation or other change in coverage under the policy. Hospital shall obtain and maintain, at its own expense, comprehensive general liability, any relevant professional liability, and such other liability insurance policies that are required under Applicable Requirements to protect Hospital in the discharge of its obligations hereunder. Hospital shall provide written proof of such policies to Fire Department prior to the execution or any renewal of this Agreement. Comprehensive general liability policies shall name Fire Department as an additional insured party and require the insurance company to notify Fire Department, in writing, at least thirty (30) days prior to any cancellation or other change in coverage under the policy.

10.2 Hold Harmless. Fire Department and Hospital shall be solely and respectively responsible for the acts and omissions of their own officers, employees, contractors, agents and other persons engaged to perform hereunder. To the extent permitted by applicable law, Hospital shall indemnify and hold Fire Department and its directors, officers, agents, and employees harmless from and against any claim, action, proceeding, liability for any damages, cost or expense (including reasonable attorneys' fees and costs) which Fire Department may incur, suffer, or be required to pay, defend, settle, or satisfy as a result of the failure of Hospital to observe and perform any of its obligations under this Agreement and/or any intentional or negligent act or omission by Hospital. To the extent permitted by applicable law, Fire Department shall indemnify and hold Hospital and its directors, officers, agents, and employees harmless from and against any claim, action, proceeding, liability for any damages, cost or expense (including reasonable attorneys' fees and costs) which Hospital may incur, suffer, or be required to pay, defend, settle, or satisfy as a result of the failure of Fire Department to observe and perform any of its obligations under this Agreement and/or any intentional or negligent act or omission by Fire Department. Fire Department's obligations hereunder shall be limited by applicable state and federal statutes and constitutional provisions protecting the exposure and liability of Fire Department (including but not limited to the terms of Indiana's Tort Claims Act), so that Fire Department's obligations hereunder shall not exceed what might have been Fire Department's liability to a claimant had Fire Department been sued directly by the claimant and all appropriate defenses had been raised by Fire Department. Neither Party hereto shall indemnify, defend, be liable for or assume any responsibility for (i) the actions or omissions of the other Party, its officers, employees, contractors or agents; (ii) any expenses of defending the other Party, its officers, employees, contractors or agents against any claim, legal action, dispute resolution, or

administrative or regulatory proceeding arising primarily out of, or related primarily to, such other Party's actions or omissions under this Agreement; or (iii) any liability of the other Party, its officers, employees, contractors or agents, whether resulting from judgment, settlement, award, fine, or otherwise, any or all which arises primarily out of such other Party's actions or omissions under this Agreement.

10.3 Notification of Legal Action. If any action is instituted against either Party relating to this Agreement or any actions or omissions hereunder, or in the event either Party becomes aware of facts or circumstances which indicate a reasonable possibility of litigation involving Fire Department, Hospital, or any director, employee, contractor or agent of Fire Department or Hospital, related to the rights, obligations, or duties of the other party, such party shall provide timely notice to the other Party and the other Party shall cooperate with the first Party in connection with the defense of any action by, if permitted by applicable law, furnishing such material or information as is in the possession and control of the other party relevant to such action.

10.4 Access to Books and Records. The Parties agree to treat this Agreement as a contract within the purview of Section 1861 (v)(l)(I) of the Social Security Act (Section 952 of the Omnibus Reconciliation Act of 1980) and the regulations promulgated at 42 C.F.R. Part 420 in implementation thereof, and to make available to the Comptroller General of the United States, the Department of Health and Human Services and their duly authorized representatives, for four (4) years after the latest furnishing of Services pursuant to this Agreement, access to the books, documents and records, and such other information as may be required by the Comptroller General or Secretary of HHS to verify the nature and extent of the costs of Services provided by Hospital hereunder. If Hospital, upon the approval of Fire Department, carries out the duties of this Agreement through a subcontract worth Ten Thousand ($10,000) Dollars or more over a twelve (12) month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General and their representatives to the related organization's books and records.

10.5 Assignment. No assignment of this Agreement, of the rights hereunder, or the delegation of the duties hereunder shall be valid without the specific written consent of the parties hereto, except that (i) Hospital may assign this Agreement to a successor entity in the event of a merger of Hospital with another acute care hospital without such consent and (ii) Hospital may obtain the services of any third party individual or entity by contract to assist in the performance of its obligations hereunder.

10.6 Confidentiality. To the extent permitted by applicable law, Fire Department and Hospital agree that the terms and conditions of this Agreement shall remain confidential and that neither party shall distribute this Agreement or any part thereof or reveal any of the terms of this Agreement to parties other than their legal and financial advisors, employees and agents, or as may be otherwise required by Applicable Requirements. Anything to the contrary notwithstanding, Fire Department hereby consents to Hospital making required disclosures as may be required by Applicable Requirements, and Hospital shall provide Fire Department with written

notice of such disclosures within a reasonable time after they are made. This provision shall survive the termination of this Agreement, regardless of cause.

10.7 Entire Agreement; Modification. This Agreement and the Exhibits attached hereto constitute the entire agreement of the Parties concerning the subject matter hereof and supersedes all previous representations, understandings and agreements of the Parties, whether oral or written, concerning same. This Agreement and the Exhibits attached hereto may only be modified by a written document signed by the Parties.

10.8 Governing Law/Interpretation. This Agreement shall be construed pursuant to the laws of the State of Indiana without reference to the choice of law principles thereof and shall not be construed more strongly against the drafting party. Litigation of all disputes between the Parties arising from or in connection with this Agreement will be conducted in the Circuit or a Superior Court of Hamilton County, Indiana, or federal courts for the Southern District of Indiana.

10.9 Headings. The headings and subheadings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

10.10 Health Records.

(a) Fire Department Ownership and Control. The ownership and right of control of all reports, records, and supporting documents that may be prepared in connection with the EMS contemplated herein shall vest exclusively in Fire Department except for those solely created and/or generated by Hospital and void of patient identification and/or patient specific data.

(b) Hospital Ownership and Control. The ownership and right of control of all reports, records, and supporting documents that may be prepared in connection with the Services contemplated herein shall vest exclusively in Hospital except for those solely created and/or generated by Fire Department and void of patient identification and/or patient specific data.

(c) HIPAA Compliance. Each party agrees that it qualifies as a "Covered Entity" and will comply in all material respects with all Federal and state mandated regulations, rules, or orders applicable to privacy, security, and electronic transactions, including without limitation, regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104--191) ("HIPAA"). Furthermore, the Parties shall promptly amend the Agreement to conform with any new or revised legislation, rules, and regulations to which either Party is subject now or in the future including, without limitation, the Standards for Privacy of Individually Identifiable Health Information or similar legislation (collectively, "Laws") in order to ensure that both Parties are at all times in conformance with all Laws. If, within thirty (30) days of either Party first providing notice to the other of the need to amend the Agreement to comply with the Laws, the Parties, acting in

good faith, are (a) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (b) alternatively, the Parties determine in good faith that amendments or alterations to the requirements are not feasible, then either Party may terminate this Agreement upon thirty (30) days prior written notice. This Section 10.10 shall survive the termination this Agreement, regardless of cause.

10.11 Notices. All notices given under this Agreement shall be in writing. A notice shall be deemed to have been given at the time when mailed by registered or certified mail or through Hospital internal mail or hand delivered. Notices shall be given for each party to the individual and, if mailed, the address listed below unless notice is given otherwise:

Riverview Health 395 Westfield Rd Noblesville, IN 46060 Attn: CNO	City of Westfield Fire Department 17535 Dartown Rd Westfield, IN 46074

10.12 Proprietary Information. During the term of this Agreement and any renewal term, the Parties hereto and their respective employees and subcontractors will acquire valuable proprietary data and other confidential information with respect to the other Party's activities. The Parties agree that such proprietary data and other confidential information include, but are not limited to, the following: business and financial methods and practices, pricing and marketing techniques, file or database materials, computer lists of patients, patient files, and data on suppliers as well as similar information relating to current or future affiliates. As long as such matters remain proprietary data or other confidential information of a particular Party, the other Party will not disclose or use such proprietary data or other confidential information in any way or in any capacity, unless required by Applicable Requirements. This provision shall survive the termination of this Agreement, regardless of cause. This Section 10.12 in no way conveys the circumstance of a non-compete clause and does not in any way restrict a Party from doing business with its patients and vendors in the event that this Agreement terminates.

10.13 Severability. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.

10.14 Third Party Rights. Except as otherwise expressly stated herein, the Parties agree that they do not intend to create any enforceable rights in any third parties under this Agreement and that there are no third party beneficiaries to this Agreement.

10.15 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.

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

10.17 E-Verify. Under Ind. Code § 22-5-1.7-11, by entering into this Agreement with Fire Department, Hospital is required to enroll in and verify the work eligibility status of all newly hired Hospital employees through the E-Verify program. Hospital is not required to verify the work eligibility status of all newly hired Hospital employees through the E-Verify program if the E-Verify program no longer exists. Hospital hereby confirms that it does not knowingly employ an unauthorized alien. Hospital further affirms that it will enroll in and agree to verify the work eligibility status of all newly hired Hospital employees through the E-Verify program.

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

10.19 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be considered an original, but all of which together constitute one Agreement. Delivery of this Agreement may be accomplished by facsimile.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Emergency Medical Services Independent Contractor Agreement to be executed as of the Effective Date.

CITY OF WESTFIELD FIRE DEPARTMENT

By: _____

Its: _____

RIVERVIEW HEALTH

By: _____
John Bowen, Interim President & CEO

EXHIBIT A
DESCRIPTION OF SERVICES

1. Scope and Purpose. The Hospital will replenish those pharmaceuticals and controlled substances listed on the Approved Supply List and used by the Fire Department during Emergency Ambulance Services, in accordance with this Agreement and applicable law.

2. Eligible Units and Runs. Replenishing applies to Emergency Ambulance Services associated with 911 or similar emergency access calls, or interfacility emergent transfers from acute care facilities seeking a higher level of care, consistent with the definitions in Article 1. The Parties will monitor and document that Designated Units on average provide at least three (3) Emergency Ambulance Services per week over a reasonable measurement period.

3. Included Items. Included items consist of single-use drugs identified on the Approved Supply List.

4. Excluded Items. The following items are excluded: capital or durable equipment, reusable devices, other medical supplies, and non-patient-care convenience items.

5. Documentation and Verification. For each restocking, Fire Department personnel will document the specific type and amount of drugs to be purchased and replenished. Records will be maintained for at least five (5) years, and copies will be provided to the other Party within a reasonable time unless separately maintained.

6. Quality, Safety, and Chain of Custody. The Hospital will dispense pharmaceuticals in accordance with pharmacy policies and applicable law, maintain temperature control and chain-of-custody where required, and document lot and expiration information for traceability. The Fire Department will ensure appropriate storage, security, and handling of replenished items once delivered, and both Parties will cooperate on recalls and incident reporting.

7. Compliance Attestation. Upon Hospital's request, Fire Department will attest in writing that, to its knowledge, the replenishing arrangement operated in compliance with applicable Federal, State, and local law during the prior year, and will promptly disclose any known material deviations and corrective actions.

Wastewater Main Extension
and Contribution Agreement
Citizens Wastewater of Westfield, LLC

TABLE 1 – CONTRACT PROVISIONS		
The form and content of this contract are in accordance with the Terms and Conditions for Sewage Disposal Service Within Westfield, Indiana and Contiguous Areas and 170 IAC 8.5-1 and 8.5-4.		
PROJECT NUMBER: SMA0506252687	**PROJECT/DEVELOPMENT NAME: Westfield Police Department**	
COUNTY: Hamilton	**TOWNSHIP: Washington**	
REVIEW AND INSPECTION FEE: N/A		**DATE APPROVED BY CITIZENS: August 15, 2025**
REVENUE ALLOWANCE: To be Determined Based on Actual Usage		
SUBSEQUENT CONNECTOR FEE: To be Determined at Project Completion		
MAINTENANCE AND REPAIR BOND: Three Years Duration Following In-Service Date 20% of Cost Shown on Final Actual Cost Summary		
OTHER PROVISIONS: N/A		
ATTACHMENTS:		

THIS AGREEMENT, entered into on the date indicated below, by and between: _____
("Developer") and Citizens Wastewater of Westfield, LLC ("Citizens") (individually a "Party," and collectively the "Parties"),

WITNESS THAT:

WHEREAS, Citizens owns, operates and maintains the wastewater system serving the City of Westfield, Indiana and certain areas in the surrounding vicinity (the "Wastewater System"); and

WHEREAS, the Developer is engaged in the sanitary sewer construction project identified in Table 1 above (the "Main Extension"), and has requested that Citizens provide sewage disposal service to the development and to future customers within the development; and

WHEREAS, Developer will undertake the Main Extension at its sole cost and expense, including, but not limited to all costs associated with the necessary design and engineering services, labor and materials, to install the sanitary sewer and obtain all necessary easements, permits, rights-of-way or other authority required to construct the Main Extension within and throughout the development; and

WHEREAS, Developer has provided Citizens site plans that detail the desired wastewater service and is willing to take all necessary steps to obtain a permit to construct the Main Extension and Citizens is willing to provide such sewage disposal service upon the following terms and conditions; and

NOW, THEREFORE, in consideration of the premises, covenants, agreements and undertakings hereinafter provided, and each act to be performed pursuant hereto, the Parties agree that:

1. Permit Required. Developer shall obtain a permit from Citizens prior to beginning construction of the Main Extension contemplated under this Agreement. The permit shall be based on and consistent with the site plan, materials list and other specifications set forth herein. After Citizens has in writing, granted Developer a permit and to connect to the Sewage Disposal System, any material deviation or change in the information contained in the application or the plans shall be considered an amendment subject to approval by Citizens.

2. Contractor and Materials. Citizens must approve of the Developer's selected contractor ("Contractor"), and Citizens may withhold approval in its sole discretion. The Developer shall purchase and provide pipe, fittings, structures and other appurtenances ("Materials"). All Materials must meet or exceed Citizens' standards and specifications and are subject to Citizens' review and approval.

3. Right of Way Permit Required. Developer and/or Contractor shall also, in the event any part of the sanitary sewer is to be constructed across, over, on, through or under any public highway or right-of-way, furnish Citizens suitable evidence of authority to do so, in a form acceptable to Citizens, procured from the governmental agency having jurisdiction and control over such public highway or right-of-way. All necessary easements and related instruments pertaining to privately-owned property shall also be in a form acceptable to Citizens.

4. Site Plan. Developer agrees to meet all requirements deemed necessary by Citizens in order to obtain a permit. Among other things, Developer shall provide Citizens with the Site Plan, via either paper or digital format, per the Digital Submission Standards; paper drawings shall be on 24 -inch by 36-inch sheets at 1"= 30' to 1"= 50' scale indicating all mains contemplated .

5. Construction in Accordance with Permit. Construction and connection shall be made in strict accordance with the permit issued by Citizens and the City of Westfield Utility and Infrastructure Construction Standards and Specifications, pertaining to sanitary sewer construction as well as the Sewage Disposal Service Tariff Rates, and Terms and Conditions for Sewage Disposal Service Within Westfield, Indiana and Contiguous Areas, and all other applicable laws, rules and regulations (collectively "Applicable Laws and Rules"). The foregoing permit and Applicable Laws and Rules are made a part of this Agreement by reference. Such construction and connection shall be subject at all times to the inspection, approval, and acceptance of Citizens or its designee.

6. Developer Installation. Upon receipt of a permit, the Developer agrees to commence construction within one hundred and twenty (120) calendar days, and to prosecute construction to full completion in compliance with all Applicable Laws and Rules, with all reasonable diligence consistent with good business practices and the availability of required equipment, materials and labor. Developer shall give Citizens a minimum of one week's notice prior to commencing construction. All excavations over which pavement, curbs, or walks are to be built or replaced within six (6) months after the backfilling thereof, shall be restored per the applicable pavement restoration standards as required by the local or other proper governmental authority.

The Developer hereby agrees that during installation of the Main Extension, Citizens will have Citizens to inspect the installation for compliance with Citizens' standards. Citizens may halt construction if the installation is not consistent with the approved site plan, materials list, or generally accepted industry practices.

7. No Stormwater. The Parties agree this sewer and the connection thereto, shall be used only for and as a sanitary sewer. No storm water, runoff water, downspouts, footing drains (perimeter drains) or sub-soil drainage shall be connected to this sanitary sewer. Any de-watering necessary in connection with the construction of this sewer shall be done in accordance with the Applicable Laws and Rules.

8. Inspection. The Parties agree that Citizens or its designee may inspect the Main Extension during and after the construction of the sanitary sewer to determine whether the sewer is constructed in accordance with approved plans and specifications and the Applicable Laws and Rules, each of which are made a part of this Agreement by reference. The Developer and persons working on or having control of the construction of the sanitary sewer shall cooperate fully with Citizens or its designee and shall have available on site a copy of the approved plans and specifications used to obtain the construction permit. The inspection shall not include construction engineering or construction stake out. Developer or its designated representative shall be solely responsible for the performance of construction engineering and stake out and all construction work. Developer and/or Contractor shall notify Citizens or its designee at least forty-eight (48) hours in advance of the commencement of each of the following construction phases: (i) daily work schedule including any changes in schedule; (ii) if work is to be performed on weekends and/or holidays; (iii) dates trenches will be open and sewers will be installed; (iv) dates structures will be installed; (v) date all applicable tests are to be performed; (vi) date "as-built" verification is to be performed; and (vii) any other information deemed necessary to assure the sanitary sewer facilities are properly constructed. Failure to comply with the requirements of this Section may result in Citizens not accepting the sanitary sewer and denying connection to the Sewage Disposal System.

9. Documents to be Submitted upon Completion. Upon completion of the proposed Main Extension and before such sewer will be accepted, the following must be submitted:

a) The completion of a final inspection and all required forms which confirm that all sanitary sewer facilities have been constructed and tested in accordance with the Applicable Laws and Rules.

b) Record ("as-built") Drawings including all house connection measurements shall be prepared by the Developer and filed with Citizens.

c) GIS/IMS Data per the Digital Submission Standards and as required by Citizens.

d) A suitable guarantee maintenance bond made payable Citizens with good and sufficient surety thereon and acceptable to Citizens in an amount not to exceed twenty percent (20%) of the Final Actual Cost Summary Form for said improvement. The bond shall be in the form required by Citizens and shall guarantee material and construction for a period of three (3) years from the date of final acceptance.

e) Copies of any easements, rights of way, deeds, options, and so forth, obtained by Developer to facilitate the Main Extension(s).

f) Total itemized project costs, specifying pipe, structures, appurtenances, any engineering design costs, and any land rights (easements), certified by the Developer as being accurate.

10. Ownership of Main Extension. After approval and acceptance by Citizens, the Main Extension shall become a part of the sewer system of Citizens with title vested in Citizens and shall be thereafter under full control, authority, and jurisdiction of Citizens. After such approval and acceptance, sewage disposal service shall be initiated by Citizens. Upon approval and acceptance, the Developer shall be responsible for maintenance of the System for 3 years from the date the Completion Date as defined in Rule 23 of the Sewage Disposal Service Tariff Rates, and Terms and Conditions for Sewage Disposal Service Within Westfield, Indiana and Contiguous Areas ("Completion Date"), which shall also constitute the In-Service Date and the date of final acceptance for purposes of this Agreement, at Developer's sole expense; such responsibility being limited to repair or replacement of defects in construction, materials, or workmanship and not routine operation or general system maintenance. Thereafter, Citizens shall be responsible for the maintenance and repair of the same.

The Developer shall have no residual property right or interest in the Main Extension or any part thereof by reason of or on account of the Developer having furnished a part or all of the funds used in the purchase of materials and equipment for, or the employment of labor in connection with, the construction of the Main Extension.

11. Determination of Cost of Main Extension. In accordance with the Sewage Disposal Service Tariff Rates, and Terms and Conditions for Sewage Disposal Service Within Westfield, Indiana and Contiguous Areas and 170 IAC 8.5-4-30, Citizens and Developer agree that the Cost of Main Extension shall be the amount appearing on the Final Actual Cost Summary Form rendered by Developer to Citizens.

12. Revenue Allowance. Citizens agrees that for a period of ten (10) years after the Completion Date, Citizens will make one (1) revenue allowance payment as indicated in Table 1 to the Developer for each residential or commercial customer who becomes directly or indirectly connected to the Main Extension and begins to receive sewage disposal service, if any ("Revenue Allowance Payment") in accordance with in 170 IAC 8.5-4-35. For residential customers, such payment, if any, shall be no less than one time per year and shall be the product of the following: (i) the revenue allowance as indicated in Table 1; and (ii) the number of customers who became directly or indirectly connected to the main extension and begins to receive sewage disposal service, if any, since: (a) the Completion Date; or (b) the date of the most recent annual revenue allowance payment; whichever is later. For commercial customers, the revenue allowance shall be calculated on actual usage at the facilities served, and shall be the product of the following: (i) the projected revenue from the particular commercial customer; and (ii) three. In no event shall the aggregate Revenue Allowance Payment to the Developer exceed the total project cost.

13. Subsequent Connector Fees. If the owner or occupant of any unconnected lot abutting the main ("Owner"), requests sewage disposal service any time within ten years after the completion date of the Main Extension, the Owner will be obliged, prior to Citizens permitting the connection of said lot to the main, to pay to Citizens a "subsequent connector's fee" for each lot for which service is requested. The amount of the subsequent connector's fee will be the cost of the Main Extension divided by the number of lots (or lot equivalents as provided in 170 IAC 8.5-4-34) abutting the Main Extension.

If the Owner of land which abuts the Main Extension and said land was unplatted on the completion date of the Main Extension and said Owner or his heirs, successors or assigns (hereinafter, collectively the "Owner") subdivides said land within 10 years after the completion date of the Main Extension in such a manner that some or all of the lots will not require service directly from the Main Extension, and the Owner requests a lateral Main Extension from the Main Extension to serve such land, the Owner will be obliged to pay to Citizens a subsequent connector's fee for each lot abutting the earlier Main Extension, regardless of whether such lots are to be served by the earlier Main Extension or by the lateral Main Extension.

Applicants for service connections for lots within the Developer's subdivision shall not be required to pay a subsequent connector's fee. The subsequent connector's fee shall be in addition to any other charges which the subsequent connector must pay to Citizens in order to connect to and receive service from Citizens.

The Subsequent Connector Fee, if any, will be determined once the cost of Main Extension has been submitted to Citizens along with the Transfer of Ownership by the Developer. Citizens will issue a letter to the Owner (with a copy to the Developer) specifying the amount of this subsequent connector's fee. Refunds shall be paid by Citizens to Developer as provided in 170 IAC 8.5-4-35. Developer, at its sole discretion, may request that Citizens reduce or waive the subsequent connector fee. This waiver or reduction in the subsequent connector fee must be in writing and submitted to Citizens.

14. Set Off. Citizens shall have the right to set off against any funds due the Developer in connection with Revenue Allowances and Subsequent Connector Fees for any actual or anticipated losses and/or expenses related to any claims, demands, causes of action, liabilities, losses, damages, penalties, costs or liens asserted by any party against Citizens or its properties for which the Developer is required to defend, indemnify, hold harmless and protect Citizens under the terms of paragraph 18 herein.

15. No Refunds Based Upon Other Main Extension. Notwithstanding any other provisions of this Agreement, Citizens shall have the absolute right at any time to construct and install other main extensions and appurtenant facilities connecting to the Main Extension, provided service to the subject Main Extension is not impaired. Neither the connection of any such other main extension nor any service furnished by or from such other main extensions shall be subject to or in any manner affect this Agreement, and the Developer shall not be entitled to any revenue allowance refund or other payment by reason of the connection of such other main extensions or connections for service therefrom.

16. Developer Safety Measures. Citizens shall have no responsibility for identifying, eliminating or otherwise abating any safety, health, or environmental hazard created or otherwise resulting at the worksite from the activities of the Developer. Nothing in this Agreement shall be construed or interpreted, directly or indirectly, as requiring that Citizens undertake any legal duty of the Developer or contractor (s) to the Developer's or contractor's employees, invitees or licensees or to any federal, state or local government agency.

17. Unforeseen Circumstances. Citizens reserves the right to terminate this Agreement, without prejudice to Citizens, in the event contaminated soil, significant archaeological material, or any other supervening underground inclusion is encountered. In such an event, Citizens shall notify Developer of the termination in writing and may then propose (but is not required to) an alternative route or the use of substitute pipe materials and appurtenances as the situation, in Citizens' sole discretion, requires. Developer assumes any and all risk of additional cost, fines, penalties, or assessments relating to the uncovering, handling, transporting, environmental testing, or disposing of contaminated soils in the course of construction.

18. Liability and Indemnity. The Developer and its contractor(s) shall be solely responsible for all labor, materials, equipment and work at the worksite. To the extent permitted by applicable laws, the Developer shall defend, indemnify, hold harmless and protect Citizens, its affiliates, employees, agents, officers, and directors (the " Indemnified Parties"), from and against any and all claims, demands, causes of action, liabilities, losses, damage, penalties, liens asserted by any party against the Indemnified Parties, or their properties, costs (including reasonable attorneys' fees), and suits arising out of or concerning (1) the failure of the Developer to observe and perform any of its obligations under this Agreement, and/or (2) any intentional or negligent act or omission by the Developer. The Developer's obligations hereunder shall be limited by applicable state and federal statutes and constitutional provisions protecting the exposure and liability of the Developer (including but not limited to the terms of Indiana's Tort Claims Act), so that the Developer's obligations to defend, indemnify, and hold harmless hereunder shall not exceed what might have been the Developer's liability to a claimant had the Developer been sued directly by the claimant and all appropriate defenses had been raised by the Developer. The Developer assumes no liability for the negligent acts or omissions of any Indemnified Party, their employees, agents, officers, and directors.

The Indemnified Parties shall give the Developer prompt written notice of any lien or claim for which indemnification is sought hereunder. The Developer shall at its own expense assume the defense of such lien or claim with counsel selected in consultation with the Indemnified Parties; provided, however, that the Developer shall not be entitled to settle any lien or claim against the Indemnified Parties without the prior written consent of the Indemnified Parties, which consent shall not be unreasonably withheld. The Indemnified Parties shall have the right, but not the duty, to employ, at its expense, its own counsel in any such case.

19. Insurance. The Developer and its contractor/subcontractors shall add the Indemnified Parties as additional insureds on a primary and non-contributory basis under all of the Developer's liability insurance policies covering work at the worksite. As additional insureds, the Indemnified Parties shall be provided the same extent and quality of coverage as the Developer and any other primary insured party. The Developer shall provide the Indemnified Parties a certificate of insurance evidencing such coverage prior to Citizens' performance of any services under this Agreement. Such liability insurance coverage shall remain in full force and effect until the In-Service Date.

20. Citizens Employees. Under no circumstances shall Citizens employees be deemed employees, agents or representatives of the Developer, and under no circumstances shall the Developer employees be deemed employees, agents, or representatives of Citizens. Nor shall this Agreement be deemed to constitute any Party hereto as the agent or representative of another Party.

21. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto, including any subsequent connectors, and their respective successors and assigns.

22. Indiana Utility Regulatory Commission. This Agreement is entered into in conformity with the rules and regulations of the Indiana Utility Regulatory Commission and the Sewage Disposal Service Tariff Rates, and Terms and Conditions for Sewage Disposal Service Within Westfield, Indiana and Contiguous Areas on file with and approved by such Commission. In the event of any conflict between the terms of this Agreement and the rules and regulations of such Commission and Sewage Disposal Service Tariff Rates, and Terms and Conditions for Sewage Disposal Service Within Westfield, Indiana and Contiguous Areas, the rules and regulations of such Commission and Citizens' Terms and Conditions for Sewage Disposal Service shall control and shall supersede any inconsistent terms herein. The respective obligations of each of the Parties hereunder shall be subject to all Applicable Laws and Rules.

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

IN WITNESS WHEREOF, the Parties have properly executed this Agreement or caused the same to be properly executed as of the date herein below set forth.

CITIZENS WASTEWATER OF WESTFIELD, LLC

By: _____

Printed Name: Edward J. Bukovac

Title: Vice President

Date Signed: _____

DEVELOPER

Firm Name: _____

By: _____

Printed Name: _____

Title: _____

Taxpayer ID #: _____

Email: _____

Daytime Telephone Number: _____

Mailing Address: _____

_____

_____

Project Location: _____

_____

Date Signed: _____

Christopher B. Burke Engineering, LLC
111 Monument Circle, Suite 3500 | Indianapolis, IN 46204
317.266.8000 | cbbel-in.com

February 9, 2026

Wes Rood
City of Westfield
2706 E. 171st St.
Westfield, IN 46074

Subject: **Ongoing SW2**
Professional Services Proposal

Dear Mr. Rood:

Christopher B. Burke Engineering, LLC is pleased to provide this proposal for providing as-needed, ongoing support to the city of Westfield as you implement various tasks related to the implementation of the National Pollutant Discharge Elimination System Phase II Municipal Separate Storm Sewer System requirements. The following is our scope of services and estimated fee in support of the project.

SCOPE OF SERVICES

Services to be provided by Burke, as needed and directed by the city, may include, but are not limited to:

- Support the city's MS4 staff with the oversight and implementation of needed MS4 compliance activities, including program documentation and other updates necessary for MS4 General Permit compliance
- Perform dry weather field screening of the city's mapped stormwater outfalls that are owned and/or operated by the MS4
- Assist with:
    - stormwater quality public education, outreach, participation and involvement within the city's boundaries
    - illicit discharge, detection, and elimination program
    - construction program implementation, including document updates
    - post-construction program
    - good housekeeping and pollution prevention document updates and program implementation, including completing annual facility assessments and updating facility stormwater pollution prevention plans as needed
- Assist with and/or conduct required MS4 staff and/or contractor training
- Assist with IDEM required documentation such as the Annual Report
- Assist with GIS mapping and management as needed
- Perform other duties as requested by the city

ESTIMATED FEE

We have estimated the total fee for completing this project will not exceed **$45,000**. We will bill you monthly, on a time and material basis, for assigned tasks in accordance with our attached standard charges for professional services. Should the requested services exceed the estimated fee, Burke will prepare an amendment for the additional requested services.

If this proposal meets with your approval, please sign where indicated and return an executed original to us as our notice to proceed. The executed proposal, along with the estimated fee, and the attached

standard charges for professional services and general terms and conditions constitute the whole of our agreement. Any modification to any part of this agreement without prior acknowledgement and consent by Burke will null and void this agreement. Any time commitment made by Burke as part of the agreement does not begin until Burke has received an executed original.

Christopher B. Burke Engineering, LLC has enrolled in and is verifying the work eligibility of all newly hired employees through the E-verify program operated by the United States Department of Homeland Security. The undersigned affirms under the penalty of perjury that Christopher B. Burke Engineering, LLC does not knowingly employ an unauthorized alien. In addition, the undersigned, on behalf of Christopher B. Burke Engineering, LLC certifies that, as required by IC 5-22-16.5-13, Christopher B. Burke Engineering, LLC is not engaged in investment activities in Iran.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. Please contact me or Emily Myers at the number listed above if you have any questions.

Sincerely,

Jon D. Stolz, PE
Executive Vice President

THIS PROPOSAL, ESTIMATED FEE, STANDARD CHARGES FOR PROFESSIONAL SERVICES AND GENERAL TERMS AND CONDITIONS ARE ACCEPTED BY THE CITY OF WESTFIELD:

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

Enclosures: Standard Charges for Professional Services
General Terms and Conditions

Personnel	($/Hr)
Engineer VI	305
Engineer V	280
Engineer IV	225
Engineer III	195
Engineer I/II	165
Resource Planner V	225
Resource Planner IV	185
Resource Planner III	155
Resource Planner I/II	135
Engineering Technician IV	190
Engineering Technician III	170
Engineering Technician I/II	130
CAD II	155
CAD I	125
GIS Specialist IV	190
GIS Specialist III	190
GIS Specialist I/II	130
Environmental Resource Specialist V	225
Environmental Resource Specialist IV	195
Environmental Resource Specialist III	155
Environmental Resource Specialist I/II	135
Environmental Resource Technician	115
Administrative	105
Engineering Intern	75
Information Technician I/II	100

**Charges include overhead and profit*

Direct Costs	
Outside copies, messenger, delivery services, mileage	Cost + 12%

Christopher B. Burke Engineering, LLC reserves the right to increase these rates after December 31, 2026.

1. **Relationship Between Engineer and Client:** Christopher B. Burke Engineering, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

   Furthermore, causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. **Responsibility of the Engineer:** Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.

4. **Suspension of Services:** Client may, at any time, by written order to Engineer (Suspension of Services Order), require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

6. **Documents Delivered to Client:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files.

Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to reasonable attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. **Reuse of Documents:** All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including reasonable attorney's fees arising out of or resulting therefrom.

   The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. **Standard of Practice:** The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.

9. **Compliance with Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

   With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

   Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. **Indemnification:** Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

    Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of Client.

    In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

    Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

12. **Governing Law and Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Indiana.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Hamilton County courts shall have exclusive jurisdiction of any legal action arising out of this Agreement.

13. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

14. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

15. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

16. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement."

17. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

18. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

19. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.

20. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.

21. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

22. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

23. **Limit of Liability:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. **Client's Responsibilities:** The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

    The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

    The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

    The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. **Information Provided by Others:** The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. **Payment:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Subject to Item 33 of this Agreement, Client agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

    Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

    Suspension of Services. Subject to Item 33 of this Agreement if the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

Indemnity Clause: **When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and the Client agrees not to modify or delete it:**

Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees and acknowledges that Engineer shall be considered a third party beneficiary of those contracts into which this clause has been incorporated; and agrees to assume the entire liability for all personal injury claims

suffered by its employees, including without limitation, claims asserted by persons allegedly injured on the Project; waives any limitation of liability defense based on the Workers' Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees, and consultants (the "Indemnitees") from and against any such loss, expense, damage or injury, including attorneys' fees and costs that the Indemnitees may sustain as a result of such claims.

28. **Job Site Safety/Supervision and Construction Observation:** The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

    When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

    The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

    When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involves the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. **Insurance and Indemnification:** The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of

insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

    Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is an operation, maintenance and repair activity for which the Engineer is not responsible.

31. **Non-Discrimination.** Engineer 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.

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

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

February 23, 2010-INDIANA
Modified for the City of Westfield

Stormwater Program 2026 Proposal

One Source Group presents this stormwater maintenance proposal for the 2026 season. This program provides consistent, proactive maintenance of stormwater assets to support regulatory compliance, infrastructure performance, and long-term system reliability.

Total Contract Amount: $70,500

Scope of Services

- Invasive species and vegetation control
- Rip rap and embankment maintenance
- Inlet and outlet maintenance
- Cattail management
- Trash and debris collection
- Pond treatment (April–October)
- Bush hogging
- Hydrodynamic separator cleaning

Program Approach

OSG utilizes scheduled site visits and field-based inspections to identify maintenance needs and address issues before they impact system performance. Our approach emphasizes reliability, documentation, and coordination with City staff.

Field Operations & Quality Control

Maintenance activities are performed by experienced field crews familiar with municipal stormwater systems and best management practices. Work is scheduled seasonally to align with vegetation growth cycles and treatment windows. Completed work is documented and any notable site conditions are communicated to the City as needed.

Site-by-Site Cost Breakdown

Site	Cost	% of Total
Site 1	$3,420	4.85%
Site 2	$2,820	3.99%
Site 3	$2,950	4.17%
Site 4	$1,040	1.47%
Site 5	$720	1.01%
Site 6	$865	1.23%
Site 7	$4,890	6.93%
Site 8	$7,785	11.04%
Site 8.5	$5,410	7.67%
Site 9	$1,900	2.70%
Site 9.5	$1,900	2.70%
Site 10	$4,330	6.13%
Site 11	$1,515	2.15%
Site 12	$1,300	1.84%
Site 13	$4,460	6.32%
Site 14	$1,300	1.84%
Site 15	$3,075	4.36%
Site 16	$3,250	4.60%
Site 17	$4,850	6.87%
Site 18	$1,820	2.58%
Site 19	$4,025	5.71%
Total	**$70,500**	**100%**

One Source Group appreciates the opportunity to support the City of Westfield’s stormwater program and looks forward to continuing this partnership throughout the 2026 maintenance season.

CROSS REFERENCE:	**PLAT:** Plat recorded as/at _____, recorded _____ in the office of the Recorder of Hamilton County, Indiana
	DEED: Deed recorded as/at Inst. # 2025009295, recorded 3/11/2025 in the office of the Recorder of Hamilton County, Indiana

Project Information:

Project Name Westfield Police Department **Sanitary** System

Job # SMA0506252687 Easement # E-SMA0506252687-1

State Parcel # 29-05-35-000-009.001-015

County Parcel # 08-05-35-00-00-009.001

Hamilton County Washington Township

UTILITY EASEMENT AGREEMENT

This UTILITY EASEMENT AGREEMENT (the "**Agreement**") is made and entered into this _____ day of _____, _____ by and between the City of Westfield, an Indiana municipal corporation, and its heirs, successors and assigns (collectively, the "**Grantor**"), and CITIZENS WASTEWATER OF WESTFIELD, LLC, and its successors and assigns (collectively, the "**Grantee**"). In consideration of the sum of $10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Utility Easement: Grantor hereby grants and conveys to Grantee a perpetual non-exclusive easement and right of way in, on, along, under and over that certain real property of Grantor being more particularly described in the attached Exhibit A (the "**Easement Property**") to: (a) enter upon and, at Grantee's sole cost, to survey, construct, install, operate, use, maintain, test, inspect, modify, change the size of, replace, renew, relocate, re-construct, and remove improvements related to Grantee's operation of a water, sanitary sewer, natural gas or other

regulated utility service system (the "**System**"), together with all necessary and convenient valves, drips, service pipes, markers, lines, equipment (including, without limitation, corrosion control equipment), appurtenances, appurtenant structures, and connections attached thereto (collectively, the "**Utility Facilities**"); (b) operate, maintain and replace the Utility Facilities in, on, along, under and over the Easement Property; and (c) remove, cut and trim trees, bushes, saplings and vegetation growing upon the Easement Property, and to otherwise remove any and all obstructions insofar as it may reasonably be necessary to do so in the construction of, and in the prudent, safe, secure and efficient operation of the System. Notwithstanding the Grantee's rights of removal under Section 1(c), Grantee shall replace or repair, but shall thereafter have no ongoing maintenance obligation over, any driveways, curbs, landscaping, sidewalks, pavement or parking spaces installed by Grantor in accordance with Section 2(a) if damaged by Grantee in the exercise of its rights under Section 1(c). Grantor further grants to Grantee, and Grantee's employees, agents, and representatives, all reasonable rights of ingress, egress and regress, from time to time, on, across, to and from the Easement Property and adjoining lands of Grantor for access to the Utility Facilities and the use and enjoyment of the Easement Property as permitted by this Agreement; provided that the foregoing access rights shall be exercised and used in such a manner as not to cause unreasonable damage, destruction or interference with Grantor's access across, to and from the Easement Property.

2. Grantor's Rights and Obligations: Subject to the express limitations in Section 2 of this Agreement, Grantor reserves the right to use and enjoy the Easement Property for purposes which are not inconsistent with the rights and privileges granted under this Agreement.

a. Grantor shall not (i) erect, construct, install or maintain (or permit to be erected, constructed, installed or maintained) any building, other structure, or obstruction of any kind in, on, under, over or upon the Easement Property; or (ii) change the grade of the Easement Property by more than **12 inches** without prior written authorization from Grantee, which authorization may be granted or withheld in Grantee's reasonable discretion; provided, however, that the limitation in item (i) above shall not prohibit Grantor's erection, construction, installation or maintenance of landscaping, driveways, curbs, sidewalks, pavement or parking spaces to the extent that such improvements do not change the grade of the Easement Property by more than **12 inches**, .

b. Grantor shall have the right to grant other non-exclusive easements under, over, along, in or upon the Easement Premises; provided, however, that any such easement shall (i) be granted subject to the easement granted in this Agreement and shall not materially interfere with the rights granted under this Agreement; and (ii) not allow for the location of any facilities or improvements within **10 feet** to either side from the centerline of the Utility Facilities.

3. Maintenance; Surface Use, Restoration:

a. Grantee, at its sole cost, shall maintain, repair, replace, and service the Utility Facilities as reasonably necessary for the safe and efficient operation of the System. Grantee shall have no obligation to maintain the surface of the Easement Property, except to the extent required to repair or restore the Easement Property as provided in Section 1 or Section 3 herein.

b. Except as stated in Section 3(a) of this Agreement, Grantor, at its sole cost, shall maintain the Easement Property so that Grantee's rights under this Agreement and the Utility Facilities (both surface and/or subsurface occupancies, as applicable) are not disturbed, including, without limitation, the care of grass, the mowing of grass or weeds, the removing of silt, debris, and any other obstruction to the free and unobstructed use of the Easement Property by Grantee, only to the extent required pursuant to applicable statutes, ordinances, and regulations.

c. Grantee agrees to bury all mains, lines and/or pipes to such depths as are reasonably necessary to avoid interference with normal cultivation of soil. Any damage to lawns, growing crops, fences or tile of Grantor or tenants of Grantor, caused by Grantee in the original and future construction, maintenance, repair, modification, renewal or removal of the Utility Facilities shall be promptly paid or otherwise restored by Grantee as nearly as practicable to its original condition, provided written notice thereof is given to Grantee within a reasonable period of time after the occurrence of such damage at the address provided for notices below, or such other place as Grantee may designate in writing. Upon completion of any work contemplated or permitted by this Agreement within and upon the Easement Property, Grantee, at its sole cost, shall restore the Easement Property or applicable portion thereof as nearly as practicable to substantially its condition existing immediately prior to the commencement of the work by Grantee, including reseeding or resodding. In addition, Grantee agrees that in connection with its use of the Easement Property, Grantee shall, at its sole cost, promptly repair any damage caused to the Easement Property, the improvements located thereon, or any adjacent real or personal property of Grantor as a result of Grantee's exercise of the rights granted by this Agreement; provided written notice thereof is given to Grantee within a reasonable period of time after the occurrence of such damage at the address provided for notices below, or such other place as Grantee may designate in writing. For the avoidance of doubt, Grantee shall not be obligated to repair any damage to any improvements located on the Easement Property, or any adjacent real property of Grantor to the extent such improvements were constructed, erected or otherwise placed on or about the Easement Property in violation of the terms and conditions of this Agreement.

4. Covenants of Grantor: Grantor covenants, represents and warrants to Grantee that Grantor is the fee simple owner of the Easement Property and is lawfully seized thereof and has the power and authority to grant and convey the rights and easements set forth herein. Grantor agrees that this Agreement shall not transfer to Grantee any past, present, or future obligation(s) of Grantor to be responsible for, or to pay, any tax, assessment, or fee associated with or related to the Easement Property. Grantor agrees Grantee shall not be liable for environmentally related claims arising solely from conditions existing on the Easement Property originating prior to the date first written above. Grantor shall not be liable for environmentally related claims arising from conditions existing on the Easement

Property following the date first written to the extent these are caused by the acts or omissions of Grantee in the exercise of its rights under this Agreement.

5. Nature of Rights Granted: The easement and right of way, and all other rights, privileges, and authority granted, created and made herein, together with the benefits and burdens thereof, shall run with the Easement Property and shall be deemed to be real covenants which touch and concern the Easement Property. The easement and right of way, and all other rights, privileges, and authority granted, created and made herein, together with the benefits and burdens thereof, shall bind Grantor and its grantees, successors, and assigns, and inure to the benefit of Grantee and its grantees, successors, and assigns.

6. General Agreements: This Agreement shall be construed and enforced in accordance with the laws of the State of Indiana. The section headings or captions are included only for convenience, and shall not be construed to modify, limit or otherwise affect the covenants, terms or provisions of any section of this Agreement. This Agreement may be executed in counterparts, and by each of the parties on separate counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one in the same instrument. The invalidity or unenforceability of any covenant, condition, term or provision in this Easement Agreement shall not affect the validity and enforceability of any other covenant, condition, term or provision. This Agreement represents the entire understanding between Grantor and Grantee with respect to the subject matter hereof, and except as otherwise expressly identified in this Agreement, no other agreements or promises, oral or written exists between them. This Agreement may be modified or released only by the express, written consent of both Grantor and Grantee, duly recorded, and any such modification, when duly recorded, shall run with the Easement Property.

7. Cross-Reference: In accordance with Indiana Code §32-23-2-5, the original recorded plat is recorded as ___ recorded on _____in the office of the Recorder of Hamilton County, Indiana. The most recent deed of record by which Grantor holds title to the Easement Property is Inst. # 2025009295
recorded on 3/11/2025 in the office of the Recorder of Hamilton County, Indiana.

8. Notices: All notices, requests, demands, consents and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly and properly given on the date of service if delivered personally, or, if mailed, on the second business day after such notice is deposited in a receptacle of the United States Postal Service, registered or certified mail, first class postage prepaid, return receipt requested, or on the first business day following deposit with a nationally recognized overnight courier service (e.g., FedEx), postage prepaid, in any event addressed appropriately as follows:

If to Grantor:	If to Grantee:
The City of Westfield	Citizens Wastewater of Westfield, LLC
2728 E. 171st Street	2020 N. Meridian St.
Westfield, IN 46074	Indianapolis, IN 46202
Attn: Legal Dept.	Attn: Legal Dept

9. Use of Easement Property by Grantee Affiliates: Grantor acknowledges and agrees that any Affiliate of Grantee shall be entitled to use and enjoy the Easement Property in the same manner as Grantee under this Agreement, subject to the performance by such Affiliate of the obligations and restrictions of Grantee under this Agreement. As used in this Agreement, "**Affiliate**" shall mean any entity or public trust that (i) owns or controls the majority of ownership interests in Grantee, (ii) is under common control by an entity or public trust that owns or controls the majority of ownership interests in Grantee, or (iii) is under common control of The Department of Public Utilities for the City of Indianapolis, Acting by and through the Board of Directors for Utilities, as Trustee, in furtherance of the Public Charitable Trust for the Water System. Grantee shall remain responsible and liable to Grantor for all requirements and obligations herein, including but not limited to Grantee's obligations to restore and repair the Easement Property. For the avoidance of doubt, any notice permitted or required pursuant to this Agreement, if properly delivered to Grantee pursuant to Section 8 of this Agreement shall be deemed to have been given to any Affiliate then-using the Easement Property.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Utility Easement Agreement to be effective as of the date first written above.

[Signatures appear on the following pages.]

GRANTOR

Legal Entity (if applicable): The City of Westfield, an Indiana municipal corporation

By: _____

Printed: _____

Title: _____

STATE OF _____)
) ss:
COUNTY OF _____)

Personally appeared before me this day _____, the _____ of _____, who acknowledged the execution of the above instrument to be her/his voluntary act and deed for and on behalf of said company as said company's duly authorized representative.

Witness my hand and notarial seal, this _____ day of _____, 20___.

_____
NOTARY PUBLIC

_____
PRINTED NAME

My Commission expires _____ My County of Residence is _____

Utility Easement Agreement Dated _____.

[Signatures continue on the following page.]

GRANTEE

Citizens Wastewater of Westfield, LLC

By: _____

Printed: Edward J. Bukovac

Title: Vice President

STATE OF _____)
) ss:
COUNTY OF _____)

Personally appeared before me this day Edward J. Bukovac, the Vice President of Citizens Wastewater of Westfield, LLC who acknowledged the execution of the above instrument to be her/his voluntary act and deed for and on behalf of said company.

Witness my hand and notarial seal, this _____ day of _____, 20___.

_____
NOTARY PUBLIC

_____
PRINTED NAME

My Commission expires _____ My County of Residence is _____

Utility Easement Agreement Dated _____.

This instrument prepared by _____. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. _____.

EXHIBIT A

TO UTILITY EASEMENT AGREEMENT

DATED _____

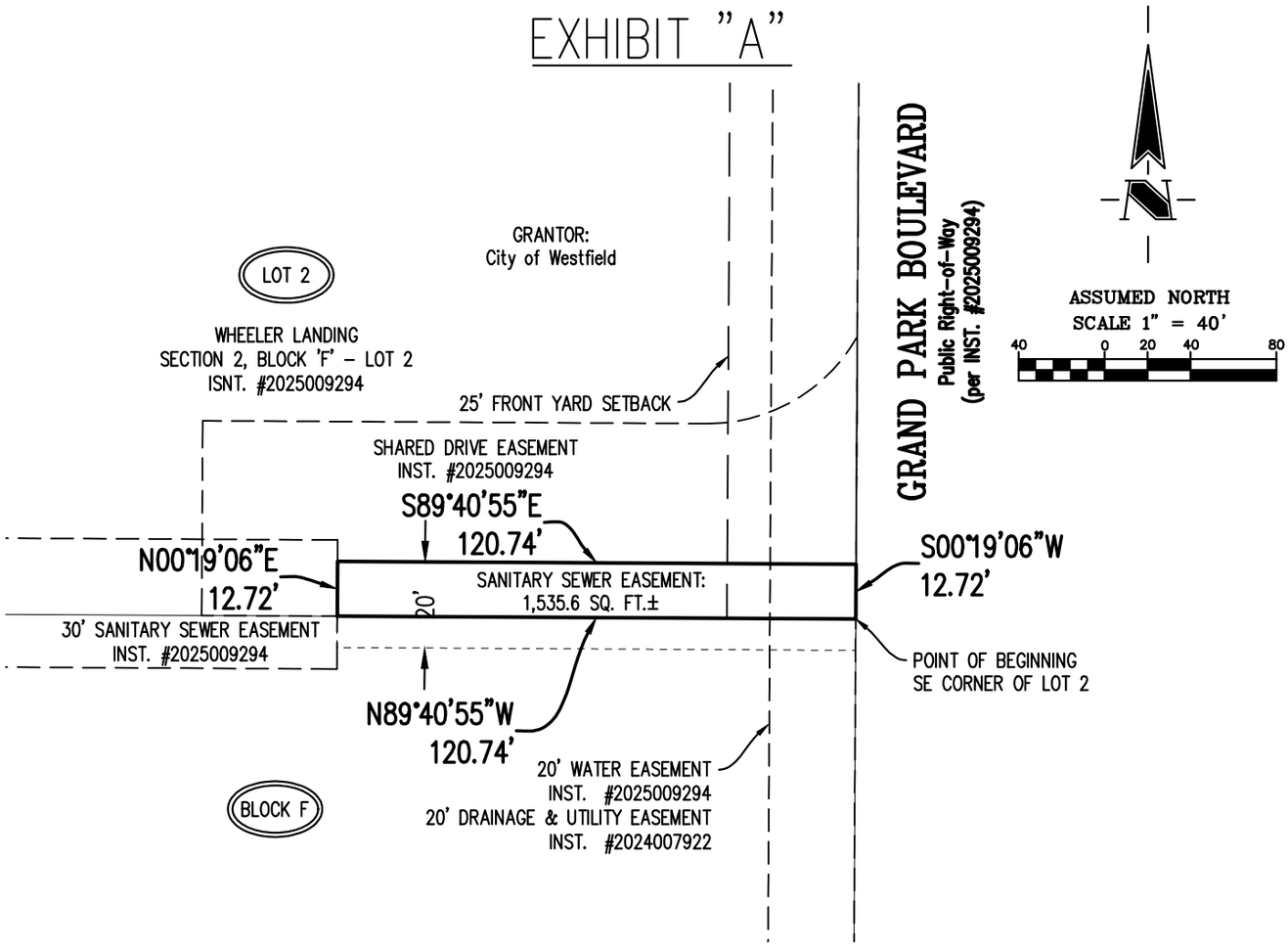
Legal Description – Easement Property

SANITARY SEWER EASEMENT

A PART OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 19 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, BEING A PORTION OF LOT 2 OF WHEELER LAND, SECTION 2, BLOCK 'F' – LOT 2 ("PLAT") RECORDED AS INSTRUMENT NUMBER 2025009294 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERN CORNER OF SAID LOT 2 COMMON WITH THE NORTHEASTERN CORNER OF BLOCK F OF SAID PLAT ON THE WESTERN RIGHT-OF-WAY LINE OF GRAND PARK BOULEVARD; THENCE NORTH 89 DEGREES 40 MINUTES 55 SECONDS WEST (BASIS OF BEARINGS: PLAT) 120.74 FEET ALONG THE COMMON LINE BETWEEN SAID LOT 2 AND SAID BLOCK F TO THE EASTERN LINE OF A 30-FOOT-WIDE SANITARY SEWER EASEMENT; THENCE SOUTH 89 DEGREES 40 MINUTES 55 SECONDS EAST 120.74 FEET PARALLEL WITH SAID COMMON LINE TO THE EASTERN LINE OF SAID LOT 2 COINCIDENT WITH SAID WESTERN RIGHT-OF-WAY LINE; THENCE SOUTH 00 DEGREES 19 MNUTES 06 SECONDS WEST 12.72 FEET ALONG SAID COINCIDENT LINE TO THE POINT OF BEGINNING, CONTAINING 1,535.6 SQUARE FEET, MORE OR LESS.

EXHIBIT "A"



SANITARY SEWER EASEMENT

A part of the Northeast Quarter of Section 35, Township 19 North, Range 3 East of the Second Principal Meridian, Washington Township, Hamilton County, Indiana, being a portion of Lot 2 of Wheeler Landing, Section 2, Block 'F' – Lot 2 ("Plat") recorded as Instrument Number 2025009294 in the Office of the Recorder of Hamilton County, Indiana, more particularly described as follows:

BEGINNING at the southeastern corner of said Lot 2 common with the northeastern corner of Block F of said Plat on the western right-of-way line of Grand Park Boulevard; thence North 89 degrees 40 minutes 55 seconds West (Basis of Bearings: Plat) 120.74 feet along the common line between said Lot 2 and said Block F to the eastern line of a 30-foot-wide sanitary sewer easement (granted per said Plat); thence North 00 degrees 19 minutes 06 seconds East 12.72 feet along the eastern line of said easement; thence South 89 degrees 40 minutes 55 seconds East 120.74 feet parallel with said common line to the eastern line of said Lot 2 coincident with said western right-of-way line; thence South 00 degrees 19 minutes 06 seconds West 12.72 feet along said coincident line to the POINT OF BEGINNING, containing 1,535.6 square feet, more or less.

Josee L. Mosson-Baum

This description was prepared for Kimley-Horn by Josee L. Mosson-Baum, State of Indiana, Professional Surveyor No. 22400012 on the 15th day of December, 2025. This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.

Schneider

SCHNEIDER GEOMATICS
Historic Fort Harrison
8901 Otis Avenue
Indianapolis, IN 46216-1037
Telephone: 317.826.7100
Fax: 317.826.7200
www.schneidergeomatics.com

WHEELER LANDING SANITARY SEWER EASEMENT

DATE:	PROJECT NO.:
12-16-2025	14838
DRAWN BY:	CHECKED BY:
JLMB	DRM

DRAWING FILES:
T:\14K\14838\CAD\KHA_14838_SE

Sheet 1 of 1

Prepared by: Duke Energy Indiana, LLC
Return to: Duke Energy Indiana, LLC
Attn: Megan Miller
1000 E Main St
Mail Code: WP989
Plainfield, Indiana 46168

Parcel # 29-05-35-000-009.001-015

EASEMENT

State of Indiana
County of Hamilton

THIS EASEMENT ("**Easement**") is made this ____ day of _____ 20____, from **THE CITY OF WESTFIELD, INDIANA,** an Indiana municipal corporation ("**Grantor**", whether one or more), to **DUKE ENERGY INDIANA, LLC**, an Indiana limited liability company ("**Grantee**").

Grantor, for and in consideration of the sum of One and 00/100 Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Grantee a perpetual and non-exclusive easement, to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify, and remove electric and communication lines including, but not limited to, all necessary supporting structures, and all other appurtenant apparatus and equipment for the transmission and distribution of electrical energy, and for technological purposes related to the operation of the electric facilities and for the communication purposes of Incumbent Local Exchange Carriers (collectively, "**Facilities**").

Grantor is the owner of that certain property described in Section 35, Township 19 North, Range 3 East, Washington Township, Hamilton County, State of Indiana; being a part of Lot 2, Wheeler Landing Section 2 Block 'F' - Lot 2 as recorded in **Instrument Number 2025009294,** and also **Instrument Number 2025009295**, in the Office of the Recorder of Hamilton County, Indiana ("**Property**").

The Facilities shall be underground, except as needed on or above the ground to support the underground Facilities, and located in, upon, along, under, through, and across a portion of the Property within an easement area described as follows:

A strip of land fifteen feet (15') in uniform width, lying equidistant on both sides of a centerline, which centerline shall be established by the center of the Facilities as installed, along with an area ten feet (10') wide on all sides of the foundation of any Grantee enclosure/transformer, vault and/or manhole, and as generally shown on Exhibit "A", attached hereto and becoming a part hereof (hereinafter referred to as the "Easement Area").

The rights granted herein include, but are not limited to, the following:

1. Grantee shall have the right of ingress and egress over the Easement Area, Property, and any adjoining lands now owned or hereinafter acquired by Grantor (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).
2. Grantee shall have the right to trim, cut down, and remove from the Easement Area, at any time or times and using safe and generally accepted arboricultural practices, trees, limbs, undergrowth, other vegetation, and obstructions.
3. Grantee shall have the right to trim, cut down, and remove from the Property, at any time or times and using safe and generally accepted arboricultural practices, dead, diseased, weak, dying, or leaning trees or limbs, which, in the opinion of Grantee, might fall upon the Easement Area or interfere with the safe and reliable operation of the Facilities.
4. [Intentionally omitted.]
5. [Intentionally omitted.]
6. Grantor shall not place, or permit the placement of, any structures, improvements, facilities, or obstructions, within or adjacent to the Easement Area, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such structure, improvement, facility, or obstruction at the expense of Grantor.
7. Excluding the removal of vegetation, structures, improvements, facilities, and obstructions as provided herein, Grantee shall promptly repair or cause to be repaired any physical damage to the surface area of the Easement Area and Property resulting from the exercise of the rights granted herein to Grantee. Such repair shall be to a condition which is reasonably close to the condition prior to the damage, and shall only be to the extent such damage was caused by Grantee or its contractors or employees.
8. Notwithstanding anything to the contrary above, the general location of the Facilities is shown on the sketch attached hereto as Exhibit A and incorporated herein by reference. The final and definitive location of the Easement Area shall become established by and upon the final installation and erection of the Facilities by Grantee in substantial compliance with Exhibit A.
9. All other rights and privileges reasonably necessary, in Grantee's sole discretion, for the safe, reliable, and efficient installation, operation, and maintenance of the Facilities.

The terms Grantor and Grantee shall include the respective heirs, successors, and assigns of Grantor and Grantee. The failure of Grantee to exercise or continue to exercise or enforce any of the rights herein granted shall not be construed as a waiver or abandonment of the right thereafter at any time, or from time to time, to exercise any and all such rights.

TO HAVE AND TO HOLD said rights, privilege, and easement unto Grantee, its successors, licensees, and assigns, forever. Grantor warrants and covenants that Grantor has the full right and authority to convey to Grantee this perpetual Easement, and that Grantee shall have quiet and peaceful possession, use and enjoyment of the same.

IN WITNESS WHEREOF, Grantor has signed this Easement under seal effective this ____ day of _____, 20____.

THE CITY OF WESTFIELD, INDIANA
an Indiana municipal corporation

_____
Signed Name

_____
Printed Name

_____
Title

_____ OF _____)
) ss:
COUNTY OF _____)

This certificate relates to an acknowledgment in connection with which, no oath or affirmation was administered to the document signer.

The foregoing instrument was acknowledged before me, a notary public in the county and state written above this _____ day of _____, 20_____ by _____, as _____ of THE CITY OF WESTFIELD, INDIANA, a municipal corporation organized under the laws of Indiana, on behalf of such municipal corporation.

WITNESS my hand and official seal dated _____ _____, 20_____.

SEAL:

(Notary Seal)

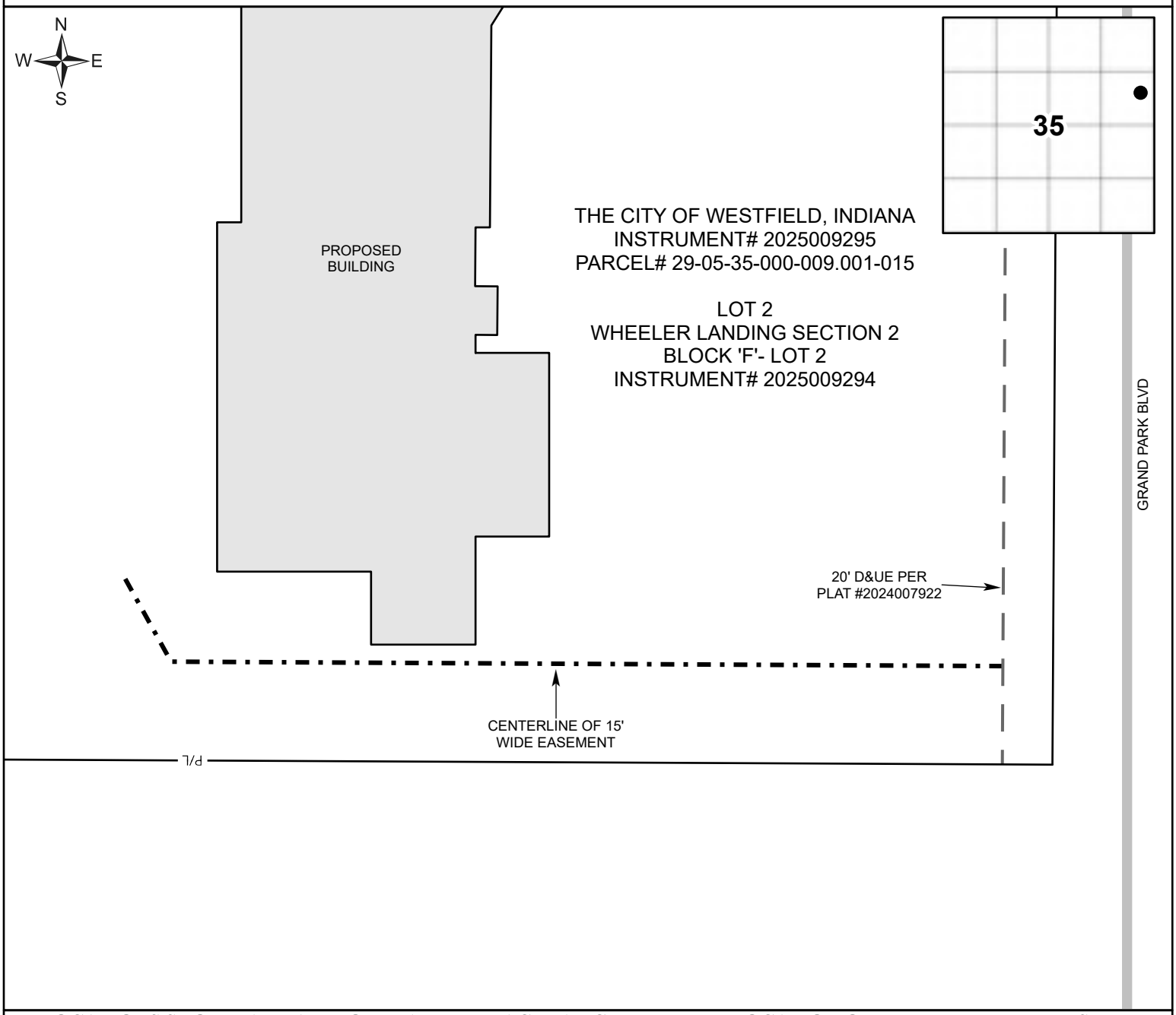
Signed: _____
Printed or Typed Name: _____
Commission expires: _____
My County of Residence: _____
My Commission Number: _____

This instrument prepared by Victoria Parker, Attorney-at-Law, 1000 E. Main St, Plainfield, IN 46168.

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Jamie Keil

EXHIBIT A

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS



LOCATIONS SHOWN ARE APPROXIMATE. THE ACTUAL CENTERLINE LOCATION OF THE UTILITY LINE IS THE CENTERLINE OF THE EASEMENT

HAMILTON COUNTY, INDIANA

SITE NAME: WASHINGTON TOWNSHIP, SECTION 35, TOWNSHIP 19N, RANGE 3E

DUKE ENERGY	DR. ORC	EXHIBIT MAP OF: EASEMENT	
	CK. ORC	EXHIBIT MAP FOR: THE CITY OF WESTFIELD, INDIANA	
	DATE: 1/15/2026	LOCATION: 18224 GRAND PARK BLVD, WESTFIELD, IN	WO# 60534113-20

UTILITY REIMBURSEMENT AGREEMENT

City of Westfield – 191st St Road Widening

THIS AGREEMENT, made and effective this _____ day of _____, 20__, is by and between **Duke Energy Indiana, LLC**, an Indiana electric public utility corporation (hereinafter referred to as "DEI"), and **City of Westfield**, in Indiana (hereinafter referred to as "the Local Government").

WITNESSETH:

WHEREAS, as an Indiana public utility, DEI has the right under Indiana law to construct, operate and maintain its utility facilities upon Indiana public road right of way including but not limited to, ***E 191st St*** in **Westfield**, Indiana; and

WHEREAS, DEI has constructed and now operates and maintains certain electric line facilities upon and/or along ***E 191st St***, all of which are more particularly depicted or described on the attached Exhibit "A" (hereinafter referred to as "the Utility Facilities"); and

WHEREAS, the Local Government needs to make certain improvements to or within ***E 191st St***, and the Local Government and DEI have determined that the Utility Facilities will need to be relocated before this improvement can be made by the Local Government; and

WHEREAS, the Local Government has or will acquire necessary public road right of way for the relocated Utility Facilities, which area DEI has determined is suitable and is hereinafter referred to as "said relocation area"; and

WHEREAS, the Local Government has requested DEI to relocate the Utility Facilities to said relocation area, as depicted or described on Exhibit "A;" and

WHEREAS, DEI is willing to relocate the Utility Facilities to said relocation area; provided that the Local Government reimburses DEI for the costs incurred by DEI so to do; and

WHEREAS, the Local Government is willing to reimburse DEI for such costs subject to the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual promises from, to and between DEI and the Local Government, hereinafter contained, DEI and the Local Government do hereby agree to and with each other, as follows:

SECTION I. DEI will relocate the Utility Faciliites to said relocation area, as depicted or described on Exhibit "A" (hereinafter referred to as “the Work”). The preliminary estimated cost thereof is **$227,524.46** as shown on the attached Exhibit "B."

SECTION II. The Local Government shall reimburse DEI for the actual costs incurred by DEI to perform the Work within forty five (45) days after receiving a written, itemized statement from DEI. DEI shall have the right to submit such statements for progress payments as the Work proceeds.

SECTION III. DEI shall not start the Work until the following has occurred:

(a) written notice has been given to DEI by the Local Government that (i) the Work has been authorized and funds are available to reimburse DEI, and (ii) all necessary public road right of way and/or easement area has been acquired for the Work,

(b) the Local Government has denoted the public road right of way line in the area of the Work, by staked survey at not more than 100 foot intervals with station markings,

(c) the Local Government has trimmed/removed all vegetation away from the public road right of way in the area of the Work, as reasonably determined by DEI, and

(d) the Local Government and DEI have executed this Agreement.

SECTION IV. DEI shall not discriminate against any employee or applicant for employment, in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to

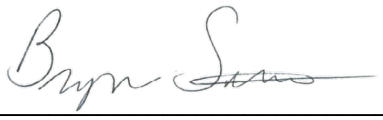
employment because of race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

SECTION V. DEI shall indemnify and hold harmless the Local Government from and against any and all legal liabilities and other expenses, claims, costs, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property arising out of the Work (hereafter "Claim"); provided, however, that where the Local Government is negligent or engages in intentional misconduct with respect to the occurrence or occurrences giving rise to the Claim, DEI shall have no duty to indemnify and hold harmless the Local Government.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective the date first above written.

DUKE ENERGY INDIANA, LLC

By: 

Printed Name: Brynn Streeter

Printed Title: Lead Engineering Technologist

Dated: 11/11/2025

City of Westfield

By: _____

Printed Name: _____

Printed Title: _____

Dated: _____

By: _____

Printed Name: _____

Printed Title: _____

Dated: _____

By: _____

Printed Name: _____

Printed Title: _____

Dated: _____

Attest:

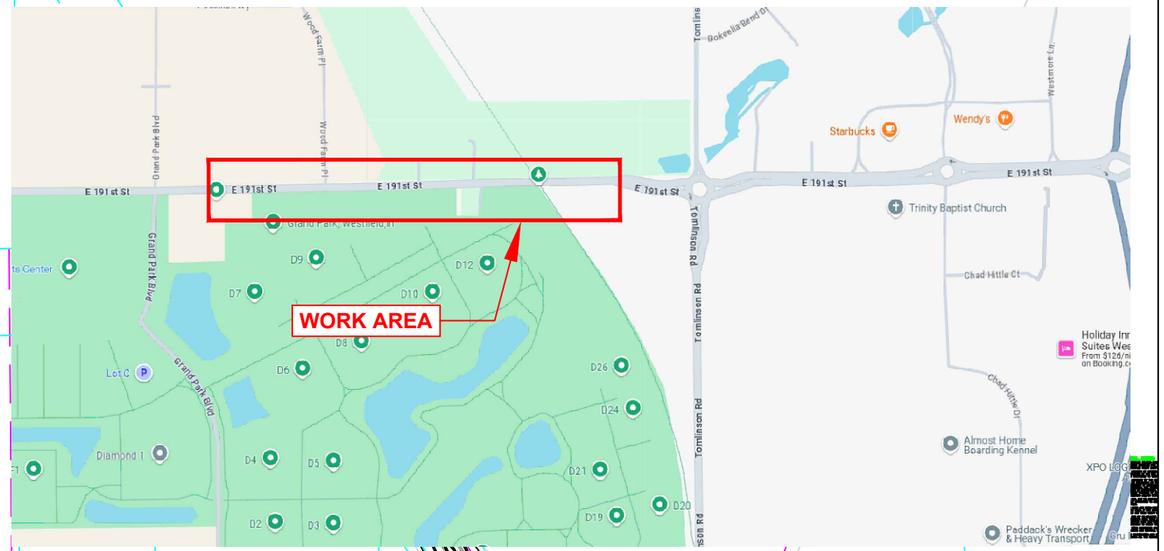
_____
-Treasurer

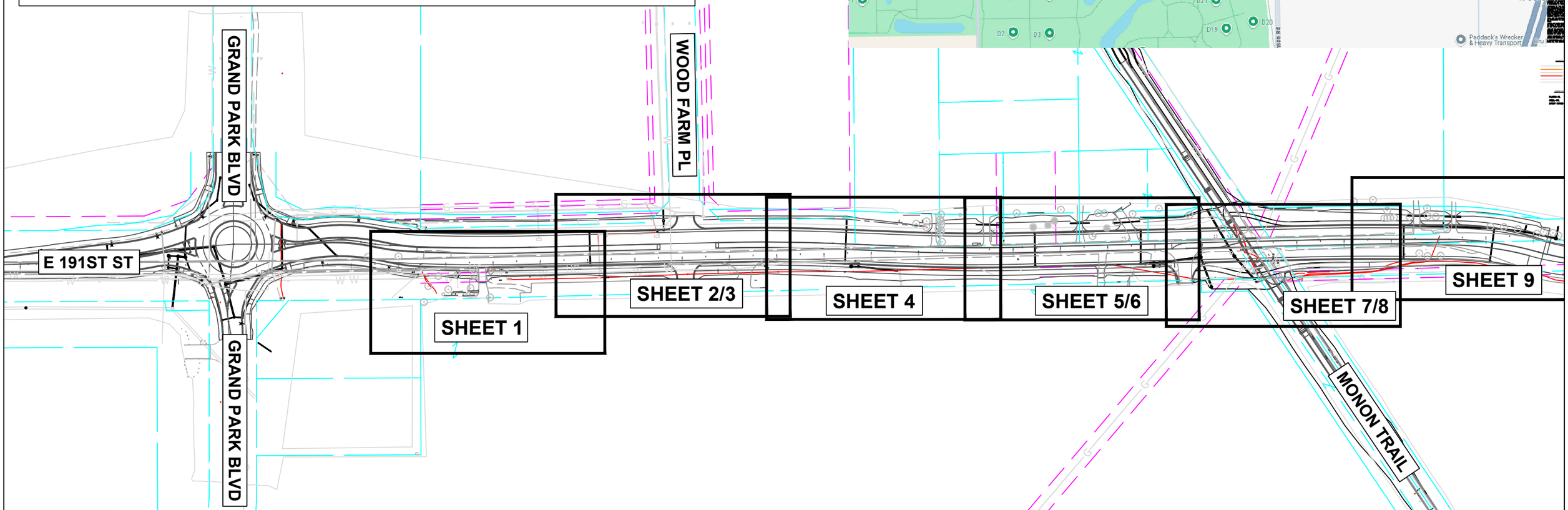
SAFETYFirst ▶PERSONAL ACCOUNTABILITY ▶ACTIVE CARING ▶HAZARD RECOGNITION	Upstream Protection	CIRCLE FOR SAFETY	Safety Reminders / Adverse Conditions		REMEMBER: Work zone area conditions may have changed for this job. Everyone is responsible for verifying the safety information is correct prior to any work being performed each day.	Other Project Notes
	Breaker at Sub Westfield Casey Rd (648) Circuit 1243		Remember "Your Circle of Safety"			CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION
	Located at 800 W 193rd St, Sheridan, IN 46069					TRAFFIC FLAGGING REQUIRED

NON-REIMBURSBALE WO# 54480334
CITY OF WESTFIELD @ 191ST
(GRAND PARK BLVD TO TOMLINSON RD)
ROAD WIDENING & BRIDGE CONSTRUCTION

ALL REIMBURSABLE WORK TO BE DONE UNDER WO# 58772070

DUKE ENERGY EXHIBIT A CONSTRUCTION PRINTS





N

General Information	
Des No.	N/A
Road Widening	
E 191st St (Grand Park Blvd to Tomlinson Rd)	
City of Westfield	
Hamilton County	
Washington Twp	

Work Order Information		
Distribution Non-Reimbursable		
Emax #	Project Code	OU / Center
54480334	MX4480334	V542 / S429
Distribution Reimbursable		
Emax #	Project Code	OU / Center
58772070	MX8772070	V542 / S429

Circuit Information
Distribution
Westfield Casey Rd (648) 1243 (12.47/7.2 KV)
Transmission

Duke Energy Legend			
	Existing Duke Pole		Existing Downguy
	Proposed Duke Pole		Proposed Downguy
REM	Remove Duke Pole		Distribution Line
	Existing Foreign Pole		Secondary / Service Line
	Proposed Foreign Pole	/	Area / Street Light
REM	Remove Foreign Pole	/	Proposed / Existing Fuse

ILLNESS ZERO INJURY

811 Know what's below. Call before you dig.

DUKE ENERGY.	INDEX 12kV DISTRIBUTION LINES	SCALE 1" = 200'
	DETAIL E 191ST ST ROAD WIDENING	
	DATE September 30, 2025	LOCATION (40.064283, -86.145991)
	DRAWN Manuel S. Mireles	PHONE (248) 926-3500
ELECTRIC DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE	DWG NO COVER SHEET

SAFETYFirst ▶PERSONAL ACCOUNTABILITY ▶ACTIVE CARING ▶HAZARD RECOGNITION	Upstream Protection	CIRCLE FOR SAFETY – DUKE ENERGY	Safety Reminders / Adverse Conditions		REMEMBER: Work zone area conditions may have changed for this job. Everyone is responsible for verifying the safety information is correct prior to any work being performed each day.	Other Project Notes
	Breaker at Sub Westfield Casey Rd (648) Circuit 1243		Remember "Your Circle of Safety"			CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION
	Located at 800 W 193rd St, Sheridan, IN 46069					TRAFFIC FLAGGING REQUIRED

E 191ST ST

MATCHLINE

SHEET 1 — SHEET 2/3

126+00 · 127+00 · 128+00 · 129+00 · 130+00

P01 · P02 · P03 · P04 · P05 · P06 · P07 · P08

REM · ABAN · LOAD · 3U · FO · UC · W

S01: 150' (P01-P02)

S02: 40' (P02-P03)

S03: 189' (P03-P04)

S04: 20' (P04-P01)

S05: 15' (P04-P05)

S06: 20' (P01-P05)

TRF: 190'

TRF: 35' (SLACK)

CONSTRUCTION LIMITS

ROW

SOURCE
556 AAC - ABC
4/0 AAAC - N

POLE HMI-29157 (45'-2)

POLE HMI-29158 (50'-2)

TREE TRIMMING TO BE DONE BEFORE DUKE ENERGY STAKING AND CONSTRUCTION

S04: 20' (P04-P01)
REIMBURSABLE UNDER WO# 58772070
REM: 556 AAC - ABC
4/0 AAAC - N

P01: POLE 066-674
BACKFILL W/ FILL FLOW
REIMBURSABLE UNDER WO# 58772070
REM: POLE WD 45'-2
3PH HORZ BUCK ARM (03.11-119)
25KVA XFMR 7.2KV 120/240V - C
2" SEC RISER
DGUY SGL - 14" ANCH - 19' LL (W)
DGUY DBL - 14" ANCH - 16' LL (W)

S01: 150' (P01-P02)
REIMBURSABLE UNDER WO# 58772070
REM: 556 AAC - ABC
4/0 AAAC - N

P02: POLE HMI-29159
REIMBURSABLE UNDER WO# 58772070
REM: POLE WD 45'-2
3PH HORZ DDE (03.11-120)
DGUY SGL - 14" ANCH - 19' LL (E)
DGUY DBL - 14" ANCH - 14' LL (E)

S02: 40' (P02-P03)
REIMBURSABLE UNDER WO# 58772070
REM: 556 AAC - ABC
4/0 AAAC - N

S03: 189' (P03-P04)
REIMBURSABLE UNDER WO# 58772070
INS: 556 AAC - ABC
4/0 AAAC - N

P03: POLE HMI-29160 (45'-2)
REIMBURSABLE UNDER WO# 58772070
REM: 3PH HORZ DDE (03.11-120)
DGUY SGL - 14" ANCH - 20' LL (W)
DGUY DBL - 14" ANCH - 17' LL (W)
INS: 3PH HORZ DDE (03.11-120)

P04: POLE HMI-57759
INSTALL POLE 20' S & 5' W OF POLE 066-674
REIMBURSABLE UNDER WO# 58772070
INS: POLE WD 50'-2
3PH HORZ BUCK ARM (03.11-119) (SLACK S)
25KVA XFMR 7.2KV 120/240V - C (06.08-128)
2" SEC RISER
DGUY SGL - 14" ANCH - 25' LL (W)
DGUY DBL - 14" ANCH - 20' LL (W)

S06: 20' (P01-P05)
REIMBURSABLE UNDER WO# 58772070
ABAN: 250 AL UG TPX - SVC

P05: SPLICE PIT
SPLICE APPROX. 17' S & 10' E OF 066-674
LOCATE & SPLICE WITHIN EX ROW
REIMBURSABLE UNDER WO# 58772070
INS: SPLICE PIT
350 AL TPX SPLICE

S05: 15' (P04-P05)
DUKE TO TRENCH MIN 3' BELOW EX GRADE
REIMBURSABLE UNDER WO# 58772070
INS: 350 AL UG TPX - SVC

N

General Information	
Des No.	N/A
Road Widening	
E 191st St (Grand Park Blvd to Tomlinson Rd)	
City of Westfield	
Hamilton County	
Washington Twp	

Work Order Information		
Distribution Non-Reimbursable		
Emax #	Project Code	OU / Center
54480334	MX4480334	V542 / S429
Distribution Reimbursable		
Emax #	Project Code	OU / Center
58772070	MX8772070	V542 / S429

Circuit Information
Distribution
Westfield Casey Rd (648) 1243 (12.47/7.2 KV)
Transmission

Duke Energy Legend			
	Existing Duke Pole		Existing Downguy
	Proposed Duke Pole		Proposed Downguy
REM	Remove Duke Pole		Distribution Line
	Existing Foreign Pole		Secondary / Service Line
	Proposed Foreign Pole	/	Area / Street Light
REM	Remove Foreign Pole	/	Proposed / Existing Fuse

ILLNESS ZERO INJURY

811 Know what's below. Call before you dig.

DUKE ENERGY.

INDEX	12kV DISTRIBUTION LINES	SCALE	1" = 30'
DETAIL	E 191ST ST ROAD WIDENING		
DATE	September 30, 2025	LOCATION	(40.064283, -86.145991)
DRAWN	Manuel S. Mireles	PHONE	(248) 926-3500
ELECTRIC DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE	DWG NO	SHEET 1 OF 9

Upstream Protection	Safety Reminders / Adverse Conditions	Other Project Notes
Breaker at Sub Westfield Casey Rd (648) Circuit 1243	Remember "Your Circle of Safety"	CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION
Located at 800 W 193rd St, Sheridan, IN 46069		TRAFFIC FLAGGING REQUIRED

SAFETYFirst
- PERSONAL ACCOUNTABILITY
- ACTIVE CARING
- HAZARD RECOGNITION

CIRCLE FOR SAFETY – DUKE ENERGY

REMEMBER: Work zone area conditions may have changed for this job. Everyone is responsible for verifying the safety information is correct prior to any work being performed each day.

P07: PAD HMI-46870
REM: 3PH S-MOD / 4 WAY (25.01-105)
(6) 1/0 200A ELBOWS

P08: PAD HMI-47648
REM: 25KVA UG XFMR - A (120/240V) (27.02-132)
1/0AL 200A ELBOW

S09: 115' (P08-P09)
ABAN: 4/0 AL UG TPX - SEC

S14: 170' (P07-P13)
ABAN: 1/0 AL UG - B
1/0 AL UG - C

S15: 160' (P08-P13)
ABAN: 1/0 AL UG - A

S08: 3' (P07-P08)
ABAN: 1/0 AL UG - A

CONSTRUCTION LIMITS

PROP ROW

EX ROW

LINES WERE NOT SURVEYED. LOCATIONS ARE APPROXIMATED FROM FIELD MEASUREMENTS.

S10: 37' (P09-P10)
ABAN: 4/0 AL UG TPX - SVC

P09: SEC PEDESTAL
REM: MD SEC PED (25.02-105)

WOOD FARM PL

E 191ST ST

MATCHLINE

P13 P10 P09 P07 P08 P06 P14 P23 P17

3U ABAN S10: 37' (P09-P10) 3U ABAN

S09: 115' (P08-P09)

ABAN ABAN ABAN ABAN ABAN ABAN

S14: 170' (P07-P15)
S15: 160' (P08-P15)

S07: 90' (P06-P07) ABAN

REM REM REM REM REM

RPL

130+00 131+00 132+00 133+00 134+00

S30: 46' (P23-P17)

LOAD

SOURCE
556 AAC - ABC
4/0 AAAC - N

S07: 90' (P06-P07)
ABAN: 1/0 AL UG - ABC

CONSTRUCTION LIMITS

ROW

NOTE: FEED FROM POLE HMI-29161 IS RADIAL & WILL REQUIRE A PLANNED OUTAGE

P06: POLE HMI-29161 (45'-2)
REIMBURSABLE UNDER WO# 58772070
REM: 4" 3PH PRI RISER (21.03-100)
125A FUSES W/ 200A CUTOUTS (ABC)
INS: 4" 3PH PRI RISER (21.03-100)
125A FUSES W/ 200A CUTOUTS (ABC)

P14: POLE HMI-29162
BACKFILL W/ FILL FLOW
REIMBURSABLE UNDER WO# 58772070
REM: POLE WD 60'-H1
3PH ALLEY-ARM TAN (03.11-152)

S30: 46' (P23-P17)
REIMBURSABLE UNDER WO# 58772070
REM: 556 AAC - ABC
4/0 AAAC - N

P17: POLE HMI-29163
REIMBURSABLE UNDER WO# 58772070
REM: POLE WD 60'-H1
3PH ALLEY-ARM TAN (03.11-152)
15KVA XFMR 7.2KV 120/240V - C
SVC ATTACHMENT

REMOVALS ONLY

SHEET 1 SHEET 2/3 SHEET 2/3 SHEET 4

N

General Information	
Des No.	N/A
Road Widening	
E 191st St (Grand Park Blvd to Tomlinson Rd)	
City of Westfield	
Hamilton County	
Washington Twp	

Work Order Information		
Distribution Non-Reimbursable		
Emax #	Project Code	OU / Center
54480334	MX4480334	V542 / S429
Distribution Reimbursable		
Emax #	Project Code	OU / Center
58772070	MX8772070	V542 / S429

Circuit Information
Distribution
Westfield Casey Rd (648) 1243 (12.47/7.2 KV)
Transmission

Duke Energy Legend			
	Existing Duke Pole		Existing Downguy
	Proposed Duke Pole		Proposed Downguy
REM	Remove Duke Pole		Distribution Line
	Existing Foreign Pole		Secondary / Service Line
	Proposed Foreign Pole	/	Area / Street Light
REM	Remove Foreign Pole	/	Proposed / Existing Fuse

ILLNESS ZERO INJURY

811 Know what's below. Call before you dig.

DUKE ENERGY.

INDEX	12kV DISTRIBUTION LINES	SCALE	1" = 30'
DETAIL	E 191ST ST ROAD WIDENING		
DATE	September 30, 2025	LOCATION	(40.064283, -86.145991)
DRAWN	Manuel S. Mireles	PHONE	(248) 926-3500
ELECTRIC DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE	DWG NO	SHEET 2 OF 9

SAFETYFirst
- PERSONAL ACCOUNTABILITY
- ACTIVE CARING
- HAZARD RECOGNITION

Upstream Protection
Breaker at Sub Westfield Casey Rd (648) Circuit 1243
Located at 800 W 193rd St, Sheridan, IN 46069

CIRCLE FOR SAFETY — DUKE ENERGY

Safety Reminders / Adverse Conditions
Remember "Your Circle of Safety"

REMEMBER: Work zone area conditions may have changed for this job. Everyone is responsible for verifying the safety information is correct prior to any work being performed each day.

Other Project Notes
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION
TRAFFIC FLAGGING REQUIRED

P11: PAD HMI-57774
PLACE 38' N & 32' E OF P07
PLACE 8' S OF PROP ROW
SHORING MAY BE NEEDED
INS: 3PH S-MOD / 4 WAY (25.01-105)
(7) 1/0 200A ELBOWS

P12: PAD HMI-57775
PLACE 38' N & 35' E OF P08
PLACE 8' S OF PROP ROW
INS: 25KVA UG XFMR - A (120/240V) (27.02-136)
1/0AL 200A ELBOW

S12: 10' (P11-P12)
DUKE TO TRENCH MIN 4' BELOW EX GRADE
INS: 1/0 AL UG - A

TRF: 26'

(3) 1/0 AL UG

3U

S16: 110' (P11-P13)

S13: 67' (P12-P10)

P11 P12 P13 P10

LINES WERE NOT SURVEYED. LOCATIONS ARE APPROXIMATED FROM FIELD MEASUREMENTS

S16: 110' (P11-P13)
DUKE TO TRENCH MIN 4' BELOW EX GRADE
INS: 1/0 AL UG - A
1/0 AL UG - B
1/0 AL UG - C

P13: SPLICE PIT
SPLICE APPROX. 48' N & 135' E OF HMI-46870
LOCATE & SPLICE WITHIN EX ROW
INS: SPLICE PIT
(3) 1PH 1/0 AL SPLICES

S13: 67' (P12-P10)
DUKE TO TRENCH MIN 3' BELOW EX GRADE
INS: 4/0 AL UG TPX - SEC

P10: PEDESTAL HMI-57776
INSTALL 35' N & 11' W OF EX PED
SPLICE INTO EX SEC LINE
INS: MD SEC PED (25.02-105)

PROP ROW

EX ROW

CONSTRUCTION LIMITS

CRITICAL DEPTH:
BORE 8' BELOW EX GRADE
126' FROM POLE HMI-29161

WOOD FARM PL

E 191ST ST

MATCHLINE

MATCHLINE

S11: 135' (P06-P11)

130+00 131+00 132+00 133+00 134+00

CRITICAL DEPTH:
BORE 6' BELOW EX GRADE
26' FROM POLE HMI-29161

P06 P15 P16 P23 P24

TRF: 108' TRF: 136' TRF: 90' TRF: 22' (1/0 AL TPX)

S23: 45' (P23-P24)

LOAD

SOURCE
556 AAC - ABC
4/0 AAAC - N

S11: 135' (P06-P11)
DUKE TO BORE MIN 4' BELOW EX GRADE
SEE CRITICAL DEPTH CALLOUTS
INS: 1/0 AL UG - ABC
4" HDPE CONDUIT

CONSTRUCTION LIMITS

ROW

NOTE: FEED FROM POLE HMI-29161 IS RADIAL & WILL REQUIRE A PLANNED OUTAGE

SHEET 1 SHEET 2/3

SHEET 2/3 SHEET 4

P06: POLE HMI-29161 (45'-2)
REIMBURSABLE UNDER WO# 58772070
REM: 4" 3PH RISER (21.03-100)
125A FUSES W/ 200A CUTOUTS (ABC)
INS: 4" 3PH RISER (21.03-100)
125A FUSES W/ 200A CUTOUTS (ABC)

P15: POLE HMI-57760
INSTALL POLE 108' E OF HMI-29161
REIMBURSABLE UNDER WO# 58772070
INS: POLE WD 45'-4
3PH HORZ TAN (03.11-103)

P16: POLE HMI-57761
INSTALL POLE 136' W OF HMI-29163
REIMBURSABLE UNDER WO# 58772070
INS: POLE WD 50'-2
3PH HORZ TAN (03.11-103)

P23: POLE HMI-57762
INSTALL POLE 46' W OF HMI-29163
REIMBURSABLE UNDER WO# 58772070
INS: POLE WD 50'-2
3PH BUCK ARM (03.11-119) (SLACK SE)
15KVA XFMR 7.2KV 120/240V - C
SVC ATTACHMENT
GUY SGL - 14" ANCH - 25' LL (E)
GUY DBL - 14" ANCH - 20' LL (E)

S23: 45' (P23-P24)
REIMBURSABLE UNDER WO# 58772070
INS: 556 AAC - ABC
4/0 AAAC - N
(SLACK)

P24: POLE HMI-57763
INSTALL POLE 16' W & 35' S OF HMI-29163
INSTALL POLE 5' NORTH OF EX ROW
REIMBURSABLE UNDER WO# 58772070
INS: POLE WD 50'-2
3PH BUCK ARM (03.11-119)
(SLACK NW & E)

INSTALLS ONLY

N

General Information	
Des No.	N/A
Road Widening	
E 191st St (Grand Park Blvd to Tomlinson Rd)	
City of Westfield	
Hamilton County	
Washington Twp	

Work Order Information		
Distribution Non-Reimbursable		
Emax #	Project Code	OU / Center
54480334	MX4480334	V542 / S429
Distribution Reimbursable		
Emax #	Project Code	OU / Center
58772070	MX8772070	V542 / S429

Circuit Information
Distribution
Westfield Casey Rd (648) 1243 (12.47/7.2 KV)
Transmission

Duke Energy Legend			
	Existing Duke Pole		Existing Downguy
	Proposed Duke Pole		Proposed Downguy
REM	Remove Duke Pole		Distribution Line
	Existing Foreign Pole		Secondary / Service Line
	Proposed Foreign Pole		Area / Street Light
REM	Remove Foreign Pole		Proposed / Existing Fuse

ILLNESS ZERO INJURY

811 Know what's below. Call before you dig.

DUKE ENERGY.

INDEX	12kV DISTRIBUTION LINES	SCALE	1" = 30'
DETAIL	E 191ST ST ROAD WIDENING		
DATE	September 30, 2025	LOCATION	(40.064283, -86.145991)
DRAWN	Manuel S. Mireles	PHONE	(248) 926-3500
ELECTRIC DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE	DWG NO	SHEET 3 OF 9

SAFETYFirst
- PERSONAL ACCOUNTABILITY
- ACTIVE CARING
- HAZARD RECOGNITION

Upstream Protection
Breaker at Sub Westfield Casey Rd (648) Circuit 1243
Located at 800 W 193rd St, Sheridan, IN 46069

CIRCLE FOR SAFETY — DUKE ENERGY

Safety Reminders / Adverse Conditions
Remember "Your Circle of Safety"

REMEMBER: Work zone area conditions may have changed for this job. Everyone is responsible for verifying the safety information is correct prior to any work being performed each day.

Other Project Notes
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION
TRAFFIC FLAGGING REQUIRED

P32: POLE HMI-57772
INSTALL POLE 18' N OF 060-793
INSTALL POLE ON PROPERTY LINE
INSTALL 40' DUE TO CLEARANCES OVER ROAD
INS: POLE WD 40'-4
SEC FRAMING

P31: POLE 060-793
REM: POLE WD 30'-7
SEC FRAMING

PROPOSED ROW

CONSTRUCTION LIMITS

EX ROW

MATCHLINE

MATCHLINE

TREE TRIMMING TO BE DONE BEFORE DUKE ENERGY STAKING AND CONSTRUCTION

TRF: 67' 2 AL TPX

E 191ST ST

134+00 135+00 136+00 137+00 138+00

S33: 70' (P19-P31) REM

S34: 119' (P27-P32)

S18: 159' (P17-P18)

S19: 168' (P18-P19)

S20: 183' (P19-P20)

LOAD

REM

P17 P18 P19 P32 P31

SOURCE
556 AAC - ABC
4/0 AAAC - N

SHEET 4 2/3

SHEET 4

SHEET 5/6

S34: 119' (P27-P32)
INS: 4/0 AL TPX - SEC
(SVC TENSION)

S33: 70' (P19-P31)
REM: 2 AL TPX - SEC

CONSTRUCTION LIMITS

S25: 138' (P25-P26)

S26: 155' (P26-P27)

S27: 150' (P27-P28)

P24 P25 P26 P27

S24: 50' (P24-P25)

P18: POLE HMI-29164
BACKFILL W/ FILL FLOW
REIMBURSABLE UNDER WO# 58772070
REM: POLE WD 45'-2
3PH HORZ DDE (03.11-120)
DGUY DBL - 14" ANCH - 18' LL (W)
DGUY SGL - 14" ANCH - 15' LL (W)

ROW

P19: POLE HMI-29165
REIMBURSABLE UNDER WO# 58772070
REM: POLE WD 45'-2
3PH HORZ TAN (03.11-103)
15KVA XFMR 7.2KV 120/240V - C (06.08-124)
SEC FRAMING

S20: 183' (P19-P20)
REIMBURSABLE UNDER WO# 58772070
REM: 556 AAC - ABC
4/0 AAAC - N

S18: 159' (P17-P18)
REIMBURSABLE UNDER WO# 58772070
REM: 556 AAC - ABC
4/0 AAAC - N

S19: 168' (P18-P19)
REIMBURSABLE UNDER WO# 58772070
REM: 556 AAC - ABC
4/0 AAAC - N

P25: POLE HMI-57764
INSTALL POLE 34' E & 35' S OF HMI-29163
INSTALL POLE 5' NORTH OF EX ROW
REIMBURSABLE UNDER WO# 58772070
INS: POLE WD 45'-2
3PH HORZ DDE (03.11-120) (SLACK W)
DGUY SGL - 14" ANCH - 25' LL W
DGUY DBL - 14" ANCH - 20' LL W

S24: 50' (P24-P25)
REIMBURSABLE UNDER WO# 58772070
INS: 556 AAC - ABC
4/0 AAAC - N
(SLACK)

S25: 138' (P25-P26)
REIMBURSABLE UNDER WO# 58772070
INS: 556 AAC - ABC
4/0 AAAC - N

P26: POLE HMI-57765
INSTALL POLE 14' E & 31' S OF HMI-29164
INSTALL POLE 5' NORTH OF EX ROW
REIMBURSABLE UNDER WO# 58772070
INS: POLE WD 45'-4
3PH HORZ TAN (03.11-103)

S26: 155' (P26-P27)
REIMBURSABLE UNDER WO# 58772070
INS: 556 AAC - ABC
4/0 AAAC - N

P27: POLE HMI-57766
INSTALL POLE 32' S OF HMI-29165
INSTALL POLE 5' NORTH OF EX ROW
INSTALL 50' DUE TO CLEARANCES OVER ROAD
REIMBURSABLE UNDER WO# 58772070
INS: POLE WD 50'-2
3PH HORZ TAN (03.11-103)
25KVA XFMR 7.2KV 120/240V - C (06.08-124)
SEC FRAMING

S27: 150' (P27-P28)
REIMBURSABLE UNDER WO# 58772070
INS: 556 AAC - ABC
4/0 AAAC - N

N

General Information	
Des No.	N/A
Road Widening	
E 191st St (Grand Park Blvd to Tomlinson Rd)	
City of Westfield	
Hamilton County	
Washington Twp	

Work Order Information		
Distribution Non-Reimbursable		
Emax #	Project Code	OU / Center
54480334	MX4480334	V542 / S429
Distribution Reimbursable		
Emax #	Project Code	OU / Center
58772070	MX8772070	V542 / S429

Circuit Information
Distribution
Westfield Casey Rd (648) 1243 (12.47/7.2 KV)
Transmission

Duke Energy Legend

Existing Duke Pole	Existing Downguy	
Proposed Duke Pole	Proposed Downguy	
Remove Duke Pole	Distribution Line	
Existing Foreign Pole	Secondary / Service Line	
Proposed Foreign Pole	Area / Street Light	
Remove Foreign Pole	Proposed / Existing Fuse	

ILLNESS ZERO INJURY

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DUKE ENERGY.

INDEX	12kV DISTRIBUTION LINES	SCALE	1" = 30'
DETAIL	E 191ST ST ROAD WIDENING		
DATE	September 30, 2025	LOCATION	(40.064283, -86.145991)
DRAWN	Manuel S. Mireles	PHONE	(248) 926-3500
ELECTRIC DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE	DWG NO	SHEET 4 OF 9

SAFETYFirst
▶ PERSONAL ACCOUNTABILITY
▶ ACTIVE CARING
▶ HAZARD RECOGNITION

Upstream Protection
Breaker at Sub Westfield Casey Rd (648) Circuit 1243
Located at 800 W 193rd St, Sheridan, IN 46069

CIRCLE FOR SAFETY — DUKE ENERGY

Safety Reminders / Adverse Conditions
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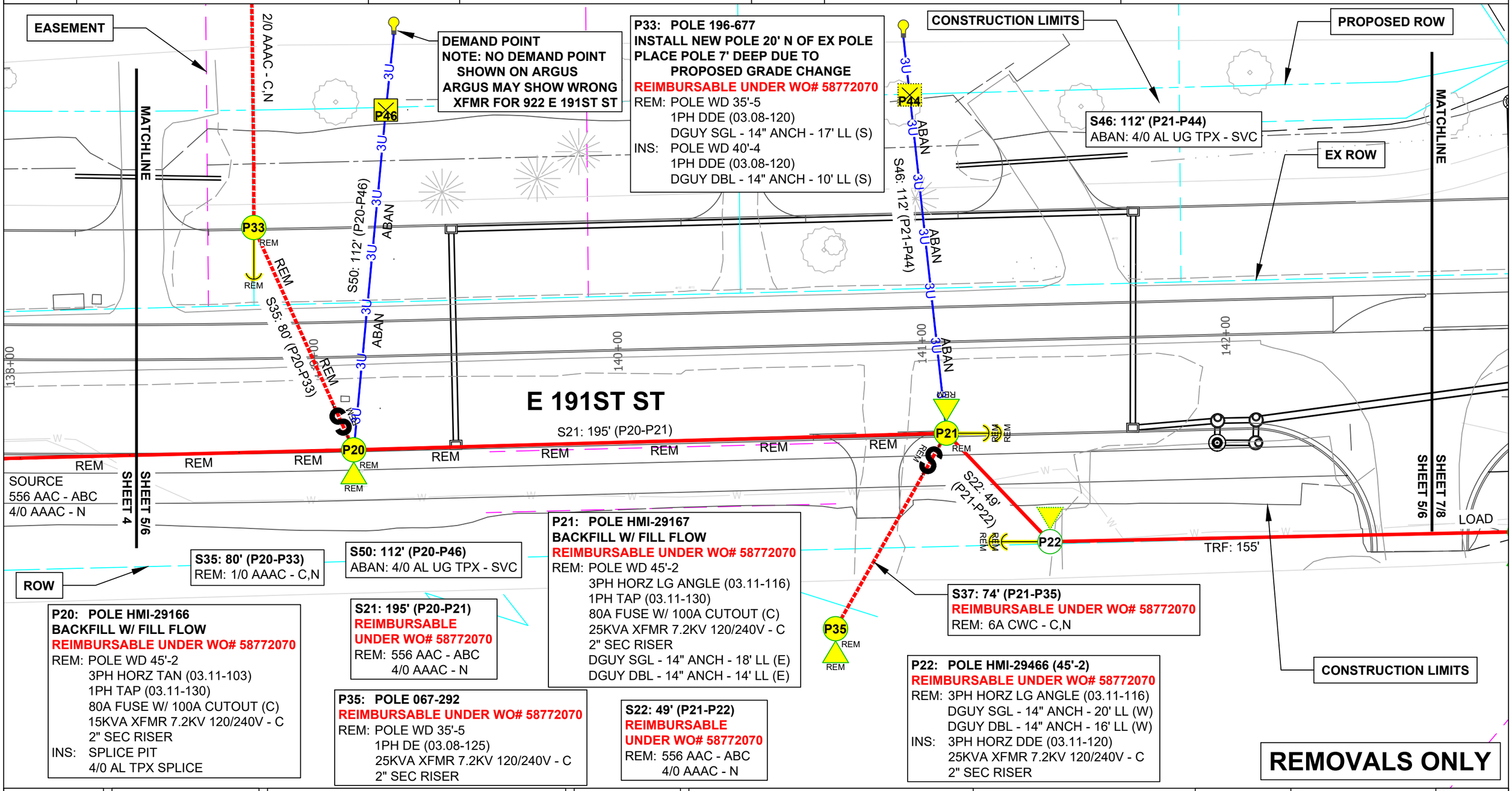
Other Project Notes
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION
TRAFFIC FLAGGING REQUIRED



N

General Information	
Des No.	N/A
Road Widening	
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City of Westfield	
Hamilton County	
Washington Twp	

Work Order Information		
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Distribution Reimbursable		
Emax #	Project Code	OU / Center
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Circuit Information
Distribution
Westfield Casey Rd (648) 1243 (12.47/7.2 KV)
Transmission

Duke Energy Legend			
	Existing Duke Pole		Existing Downguy
	Proposed Duke Pole		Proposed Downguy
REM	Remove Duke Pole		Distribution Line
	Existing Foreign Pole		Secondary / Service Line
	Proposed Foreign Pole	/	Area / Street Light
REM	Remove Foreign Pole	/	Proposed / Existing Fuse

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ELECTRIC DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE	DWG NO	SHEET 5 OF 9

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- ACTIVE CARING
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TRAFFIC FLAGGING REQUIRED

CRITICAL DEPTH:
BORE 4' BELOW EX GRADE
133' FROM POLE HMI-57767

EASEMENT

MATCHLINE

TRF: 138'
2/0 AAAC - C,N

DEMAND POINT
NOTE: NO DEMAND POINT SHOWN ON ARGUS
ARGUS MAY SHOW WRONG XFMR FOR 922 E 191ST ST

P46: SPLICE PIT
SPLICE APPROX 110' N & 10' E OF P20
LOCATE & SPLICE WITHIN PROP ROW
INS: SPLICE PIT
4/0 AL TPX SPLICE

P33: POLE 196-677
INSTALL NEW POLE 20' N OF EX POLE
PLACE POLE 7' DEEP DUE TO PROPOSED GRADE CHANGE
REIMBURSABLE UNDER WO# 58772070
REM: POLE WD 35'-5
1PH DDE (03.08-120)
DGUY SGL - 14" ANCH - 17' LL (S)
INS: POLE WD 40'-4
1PH DDE (03.08-120)
DGUY DBL - 14" ANCH - 10' LL (S)

P44: SPLICE PIT
SPLICE APPROX 112' N & 12' W OF P21
LOCATE & SPLICE WITHIN PROP ROW
INS: SPLICE PIT
4/0 AL TPX SPLICE

PROPOSED ROW

CRITICAL DEPTH:
BORE 8' BELOW EX GRADE
113' FROM POLE HMI-29466

CONSTRUCTION LIMITS

EX ROW

MATCHLINE

P33 P46 P44

3U

S51: 150' (P28-P46)

S36: 125' (P28-P33)

S47: 154' (P22-P44)

138+00 139+00 140+00 141+00 142+00

E 191ST ST

SOURCE
556 AAC - ABC
4/0 AAAC - N

SHEET 4 SHEET 5/6

CRITICAL DEPTH:
BORE 4' BELOW EX GRADE
33' FROM POLE HMI-57767

CRITICAL DEPTH:
BORE 4' BELOW EX GRADE
37' FROM POLE HMI-29466

S28: 120' (P28-P29)

S29: 142' (P29-P22)

P28 P29 P22

REM REM

SHEET 5/6 SHEET 7/8

LOAD

TRF: 155'

ROW

S36: 115' (P28-P33)
INS: 1/0 AAAC - C,N

S51: 150' (P28-P46)
DUKE TO BORE MIN 3' BELOW EX GRADE
SEE CRITICAL DEPTH CALLOUTS
INS: 4/0 AL UG TPX - SVC
2" SEC CONDUIT

S47: 154' (P22-P44)
DUKE TO BORE MIN 3' BELOW EX GRADE
SEE CRITICAL DEPTH CALLOUTS
INS: 4/0 AL UG TPX - SVC
2" SEC CONDUIT

CONSTRUCTION LIMITS

P28: POLE HMI-57767
INSTALL POLE 32' S & 33' W OF HMI-29166
REIMBURSABLE UNDER WO# 58772070
INS: POLE WD 45'-2
3PH HORZ TAN (03.11-103)
1PH PRI TAP (03.11-130)
80A FUSE W/ 100A CUTOUT (C)
25KVA XFMR 7.2KV 120/240V - C (06.08-140)
2" SEC RISER
DGUY DBL - 14" ANCH - 8' LL (S)

S28: 120' (P28-P29)
REIMBURSABLE UNDER WO# 58772070
INS: 556 AAC - ABC
4/0 AAAC - N

P29: POLE HMI-57768
INSTALL POLE 87' E & 32' S OF HMI-29166
REIMBURSABLE UNDER WO# 58772070
INS: POLE WD 45'-4
3PH HORZ TAN (03.11-103)

S29: 142' (P29-P22)
REIMBURSABLE UNDER WO# 58772070
INS: 556 AAC - ABC
4/0 AAAC - N

P22: POLE HMI-29466 (45'-2)
REIMBURSABLE UNDER WO# 58772070
REM: 3PH HORZ LG ANGLE (03.11-119)
DGUY SGL - 14" ANCH - 20' LL (W)
DGUY DBL - 14" ANCH - 16' LL (W)
INS: 3PH HORZ DDE (03.11-120)
25KVA XFMR 7.2KV 120/240V - C
2" SEC RISER

INSTALLS ONLY

N

General Information	
Des No.	N/A
Road Widening	
E 191st St (Grand Park Blvd to Tomlinson Rd)	
City of Westfield	
Hamilton County	
Washington Twp	

Work Order Information		
Distribution Non-Reimbursable		
Emax #	Project Code	OU / Center
54480334	MX4480334	V542 / S429
Distribution Reimbursable		
Emax #	Project Code	OU / Center
58772070	MX8772070	V542 / S429

Circuit Information
Distribution
Westfield Casey Rd (648) 1243 (12.47/7.2 KV)
Transmission

Duke Energy Legend			
	Existing Duke Pole		Existing Downguy
	Proposed Duke Pole		Proposed Downguy
REM	Remove Duke Pole		Distribution Line
	Existing Foreign Pole		Secondary / Service Line
	Proposed Foreign Pole	/	Area / Street Light
REM	Remove Foreign Pole	/	Proposed / Existing Fuse

ILLNESS ZERO INJURY

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DUKE ENERGY.

INDEX	12kV DISTRIBUTION LINES	SCALE	1" = 30'
DETAIL	E 191ST ST ROAD WIDENING		
DATE	September 30, 2025	LOCATION	(40.064283, -86.145991)
DRAWN	Manuel S. Mireles	PHONE	(248) 926-3500
ELECTRIC DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE	DWG NO	SHEET 6 OF 9

SAFETYFirst
- PERSONAL ACCOUNTABILITY
- ACTIVE CARING
- HAZARD RECOGNITION

Upstream Protection
Breaker at Sub Westfield Casey Rd (648) Circuit 1243
Located at 800 W 193rd St, Sheridan, IN 46069

CIRCLE FOR SAFETY — DUKE ENERGY

Safety Reminders / Adverse Conditions
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Other Project Notes
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TRAFFIC FLAGGING REQUIRED

P40: DEMAND POINT DISCONNECT/RECONNECT SVC
CITY OF WESTFIELD
961 E 191ST ST, WESTFIELD, IN 46074

S40: 120' (P37-P40)
ABAN: 4/0 AL UG TPX - SVC

P40

MATCHLINE — SHEET 5/6

MATCHLINE — SHEET 7/8

CONSTRUCTION LIMITS

PROPOSED ROW

EX ROW

E 191ST ST

143+00

144+00

145+00

146+00

147+00

LOAD

ABAN 3Ø

S40: 120' (P37-P40)

ABAN 3Ø

ABAN 3Ø

S44: 64' (P43-P37)
REIMBURSABLE UNDER WO# 58772070
REM: 556 AAC - ABC
4/0 AAAC - N

S43: 20' (P38-P42)
ABAN: 1/0 AL UG - C

ABAN

ABAN

REM

REM

REM

REM

REM

REM

REM

REM

REM

REM

P36 P43 P37 P38 P39

SOURCE
556 AAC - ABC
4/0 AAAC - N

S38: 56' (P37-P38)
REM: 556 AAC - ABC
4/0 AAAC - N

S39: 21' (P38-P39)
REM: 556 AAC - ABC
4/0 AAAC - N

CONSTRUCTION LIMITS

PROPOSED ROW

EX ROW

MONON TRAIL

P36: POLE HMI-29467 (45'-2)
REIMBURSABLE UNDER WO# 58772070
REM: 3PH HORZ TAN (03.11-103)
INS: 3PH HORZ DDE (SLACK E) (03.11-120)
15KVA XFMR 7.2KV 120/240V - C
2" SEC RISER
DGUY SGL - 14" ANCH - 25' LL (E)
DGUY DBL - 14" ANCH - 20' LL (E)

P37: POLE HMI-29468
BACKFILL W/ FILL FLOW
REIMBURSABLE UNDER WO# 58772070
REM: POLE 45'-2 WD
3PH HORZ TAN (03.11-103)
15KVA XFMR 7.2KV 120/240V - C
2" SEC RISER

P38: POLE HMI-29469
REM: POLE 45'-2 WD
3PH HORZ DDE (03.11-120)
2" 1PH PRI RISER (21.02-100)
200A FUSE W/ 200A CUTOUT - C
DGUY SGL - 14" ANCH - 20' LL (E)
DGUY DBL - 14" ANCH - 16' LL (E)

P39: POLE HMI-29470
REM: POLE 45'-2 WD
3PH HORZ DE (03.11-127)
6" 3PH PRI RISER (21.05-110)
3PH 600A CUTOUT SW (08.12-200)
(191ST ST & TOMLINSON CABLE DISC #4)
INS: SPLICE PIT
3PH 1000KCMIL AL PRI SPLICE

REMOVALS ONLY

N

General Information	
Des No.	N/A
Road Widening	
E 191st St (Grand Park Blvd to Tomlinson Rd)	
City of Westfield	
Hamilton County	
Washington Twp	

Work Order Information		
Distribution Non-Reimbursable		
Emax #	Project Code	OU / Center
54480334	MX4480334	V542 / S429
Distribution Reimbursable		
Emax #	Project Code	OU / Center
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Circuit Information
Distribution
Westfield Casey Rd (648) 1243 (12.47/7.2 KV)
Transmission

Duke Energy Legend			
	Existing Duke Pole		Existing Downguy
	Proposed Duke Pole		Proposed Downguy
REM	Remove Duke Pole		Distribution Line
	Existing Foreign Pole		Secondary / Service Line
	Proposed Foreign Pole	/	Area / Street Light
REM	Remove Foreign Pole	/	Proposed / Existing Fuse

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INDEX	12kV DISTRIBUTION LINES	SCALE	1" = 30'
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DATE	September 30, 2025	LOCATION	(40.064283, -86.145991)
DRAWN	Manuel S. Mireles	PHONE	(248) 926-3500
ELECTRIC DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE	DWG NO	SHEET 7 OF 9

SAFETYFirst
- PERSONAL ACCOUNTABILITY
- ACTIVE CARING
- HAZARD RECOGNITION

Upstream Protection
Breaker at Sub Westfield Casey Rd (648) Circuit 1243
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Other Project Notes
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TRAFFIC FLAGGING REQUIRED

P40: DEMAND POINT
DISCONNECT/RECONNECT SVC
CITY OF WESTFIELD
961 E 191ST ST, WESTFIELD, IN 46074

S41: 132' (P36-P40)
DUKE TO BORE MIN 4' BELOW EX GRADE
SEE CRITICAL DEPTHS
INS: 4/0 AL UG TPX - SVC

CRITICAL DEPTH:
BORE 12' BELOW EX GRADE
96' FROM POLE HMI-29467

PROPOSED ROW
CONSTRUCTION LIMITS
EX ROW

MATCHLINE
MATCHLINE

E 191ST ST

P40
P36
P41
P43
P39

143+00
144+00
145+00
146+00
147+00

S41: 132' (P36-P40)
3U

SOURCE
556 AAC - ABC
4/0 AAAC - N

SHEET 5/6
SHEET 7/8
SHEET 7/8
SHEET 9

CRITICAL DEPTH:
BORE 9' BELOW EX GRADE
21' FROM HMI-29467

CRITICAL DEPTH:
BORE 10' BELOW EX GRADE
75' FROM POLE HMI-57769

S42: 170' (P41-P42)
S45: 160' (P43-P39)
TRF: 30'
TRF: 20'
INST
LOAD

CONSTRUCTION LIMITS

P36: POLE HMI-29467 (45'-2)
REIMBURSABLE UNDER WO# 58772070
REM: 3PH HORZ TAN (03.11-103)
INS: 3PH HORZ DDE (SLACK E) (03.11-120)
15KVA XFMR 7.2KV 120/240V - C
2" SEC RISER
DGUY SGL - 14" ANCH - 25' LL (E)
DGUY DBL - 14" ANCH - 20' LL (E)

CRITICAL DEPTH:
BORE 10' BELOW EX GRADE
50' FROM POLE HMI-57770

EX ROW
PROP ROW

P42: SPLICE PIT
SPLICE APPROX 28' E & 9' N OF HMI-29469
LOCATE & SPLICE WITHIN EX ROW
INS: SPLICE PIT
1/0 AL SPLICES

P39: POLE HMI-29470
REM: POLE 45'-2 WD
3PH HORZ DE (03.11-127)
6" 3PH PRI RISER (21.05-110)
3PH 600A CUTOUT SW (08.12-200)
(191ST ST & TOMLINSON CABLE DISC #4)
INS: SPLICE PIT
3PH 1000KCMIL AL PRI SPLICE

P41: POLE HMI-57769
INSTALL POLE 30' E OF HMI-29467
REIMBURSABLE UNDER WO# 58772070
INS: POLE 45'-2 WD
3PH HORZ TAN (03.11-103)
2" 1PH PRI RISER (21.02-100)
200A FUSE W/ 200A CUTOUT - C

P43: POLE HMI-57770
INSTALL POLE 50' E OF HMI-29467
REIMBURSABLE UNDER WO# 58772070
INS: POLE 45'-2 WD
3PH HORZ DE (SLACK W) (03.11-127)
6" 3PH PRI RISER (21.05-110)
3PH 600A CUTOUT SW (08.12-200)
(191ST ST & TOMLINSON CABLE DISC #5)

S45: 150' (P43-P39)
DUKE TO BORE MIN 6' BELOW GRADE
SEE CRITICAL DEPTH CALLOUTS
INS: 1000KCMIL AL UG - ABC
6" PRI CONDUIT

MONON TRAIL

INSTALLS ONLY

N

General Information	
Des No.	N/A
Road Widening	
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Duke Energy Legend			
	Existing Duke Pole		Existing Downguy
	Proposed Duke Pole		Proposed Downguy
REM	Remove Duke Pole		Distribution Line
	Existing Foreign Pole		Secondary / Service Line
	Proposed Foreign Pole	/	Area / Street Light
REM	Remove Foreign Pole	/	Proposed / Existing Fuse

ILLNESS ZERO INJURY

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INDEX	12kV DISTRIBUTION LINES	SCALE	1" = 30'
DETAIL	E 191ST ST ROAD WIDENING		
DATE	September 30, 2025	LOCATION	(40.064283, -86.145991)
DRAWN	Manuel S. Mireles	PHONE	(248) 926-3500
ELECTRIC DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE	DWG NO	SHEET 8 OF 9

SAFETYFirst
- PERSONAL ACCOUNTABILITY
- ACTIVE CARING
- HAZARD RECOGNITION

Upstream Protection
Breaker at Sub Westfield Casey Rd (648) Circuit 1243
Located at 800 W 193rd St, Sheridan, IN 46069

CIRCLE FOR SAFETY — DUKE ENERGY

Safety Reminders / Adverse Conditions
Remember "Your Circle of Safety"

REMEMBER: Work zone area conditions may have changed for this job. Everyone is responsible for verifying the safety information is correct prior to any work being performed each day.

Other Project Notes
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION
TRAFFIC FLAGGING REQUIRED

CRITICAL DEPTH:
BORE 7' BELOW EX GRADE
50' FROM POLE HMI-57769

CRITICAL DEPTH:
BORE 8' BELOW EX GRADE
50' FROM POLE HMI-57769

TRF: 235'
2 ACSR - C.N

LOAD

P45: POLE HMI-57771
INSTALL NEW POLE 25' NORTH OF POLE 189-526
INS: POLE WD 40'-4
1PH DE (03.08-125)
2" 1PH PRI RISER
80A FUSE W/ 100A RISER (C)
DGUY DBL - 14" ANCH - 10' LL (S)

P42: POLE 189-526
REM: POLE WD 40'-4
1PH DE (03.08-125)
2" 1PH PRI RISER
80A FUSE W/ 100A RISER (C)
DGUY DBL - 14" ANCH - 10' LL (S)

P45
S
REM
P42
REM
REM

MATCHLINE

147+00
148+00
149+00
150+00
151+00

SOURCE
1000MIL AL UG - ABC
1/0 AL UG - C

SHEET 7/8
SHEET 9

S49: 575' (P41-P45)
DUKE TO BORE MIN 6' BELOW GRADE
SEE CRITICAL DEPTH CALLOUTS
INS: 1/0 AL UG - C
2" PRI CONDUIT

S43: 400' (P38-P42)
ABAN: 1/0 AL UG - C

CRITICAL DEPTH:
BORE 5' BELOW EX GRADE
390' FROM POLE HMI-57769

CRITICAL DEPTH:
BORE 6' BELOW EX GRADE
455' FROM POLE HMI-57769

LOAD

N

General Information	
Des No.	N/A
Road Widening	
E 191st St (Grand Park Blvd to Tomlinson Rd)	
City of Westfield	
Hamilton County	
Washington Twp	

Work Order Information		
Distribution Non-Reimbursable		
Emax #	Project Code	OU / Center
54480334	MX4480334	V542 / S429
Distribution Reimbursable		
Emax #	Project Code	OU / Center
58772070	MX8772070	V542 / S429

Circuit Information
Distribution
Westfield Casey Rd (648) 1243 (12.47/7.2 KV)
Transmission

Duke Energy Legend

	Existing Duke Pole		Existing Downguy
	Proposed Duke Pole		Proposed Downguy
REM	Remove Duke Pole		Distribution Line
	Existing Foreign Pole		Secondary / Service Line
	Proposed Foreign Pole	/	Area / Street Light
REM	Remove Foreign Pole	/	Proposed / Existing Fuse

ILLNESS ZERO INJURY

811 Know what's below. Call before you dig.

DUKE ENERGY.

INDEX	12kV DISTRIBUTION LINES	SCALE	1" = 30'
DETAIL	E 191ST ST ROAD WIDENING		
DATE	September 30, 2025	LOCATION	(40.064283, -86.145991)
DRAWN	Manuel S. Mireles	PHONE	(248) 926-3500
ELECTRIC DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE	DWG NO	SHEET 9 OF 9

Host: https://entdukerpt.duke-energy.com/ReportServer

CU Estimate
Job Cost Summary
Sorted by: Site, Employee Name

Report Last Refreshed on: 09/30/2025 14:41

Estimate Request:	14889323	Design 58772070 - B for Work Request 587720701		**Request Type:**	JOB
Work Site:	TD-IN				
Master WO:	58772070	WP - Reimbusable CITY OF WESTFIELD @ 191ST ST (GRAND PARK BLVD TO TOMLINSON RD) ROAD WIDENING			
Estimate Version:	10	Design 58772070 - B for Work Request 587720701		**Estimate Type:**	DESIGN
Estimated On:	09/30/2025	**At:**	02:28:30 PM	**By:**	MAXADMIN

		Internal	External	Total
Labor Hours				
	Labor Hours - On Site:	725.89		725.89
	Labor Hours - Off Site:	0	0	0
	Total Labor Hours:	**725.89**	**0**	**725.89**
Costs	Labor Cost:	72989.61	0	72989.61
	Services Cost:		40894.62	40894.62
	Tools Cost:	0	0	0
	Total Labor, Services, & Tools Cost:	**72989.61**	**40894.62**	**113884.23**
	New Material Cost:	38784.15	0	38784.15
	Less Salvage:	0		0
	Total Material Cost:	**38784.15**	**0**	**38784.15**
	Total Overheads:			74856.08
	Total Gross Cost:			227524.46
	Less Applied Contributions:			0
	Total Net Cost:			227524.46
	Plus Total Deferred Cost:			0
	Total Estimated Cost:			**227524.46**

Show Report Criteria

LSWO58425813 – Research Request – DEWO54480334

Pole HMI-29152 (2021) appears to be in Road ROW (Variable Width). No Easements found in Cast Pro.

Pole HMI-29153 (2021) appears to be in Road ROW (Variable Width). No Easements found in Cast Pro.

Pole HMI-29154 (2021) appears to be in Road ROW (Variable Width). No Easements found in Cast Pro.

Pole HMI-29155 (2021) appears to be in Road ROW (Variable Width). No Easements found in Cast Pro.

Pole HMI-29156 (2021) appears to be in Road ROW (Variable Width). No Easements found in Cast Pro.

Pole HMI-29157 (2021) appears to be in Road ROW (Variable Width). No Easements found in Cast Pro.

Pole HMI029158 (2021) appears to be in Road ROW (Variable Width). No Easements found in Cast Pro.

Pole 066-674 (2021) appears to be covered by LU2819657. 16’ CL Easement.

Pole HMI-29159 (2021) appears to be covered by LU2819657. 16’ CL Easement.

Pole HMI-29160 (2021) appears to be covered by LU2819657. 16’ CL Easement.

Pole HMI-29161 (2021) appears to be covered by LU2819657. 16’ CL Easement.

Pole HMI-29162 (2021) appears to be covered by LU2819657. 16’ CL Easement.

Pole HMI-29163 (2021) appears to be covered by LU2819657. 16’ CL Easement.

Pole HMI-29164 (2021) appears to be covered by LU2819657. 16’ CL Easement.

Pole HMI-29165 (2021) appears to be covered by LU2819657. 16’ CL Easement.

Pole HMI-29166 (2021) appears to be covered by LU2819657. 16’ CL Easement.

Pole HMI-29167 (2021) appears to be covered by LU2819657. 16’ CL Easement.

Pole HMI-29466 (2021) appears to be covered by LU2819657. 16’ CL Easement.

Pole HMI-29467 (2021) appears to be covered by LU2819657. 16’ CL Easement.

Pole HMI-29468 (2021) appears to be covered by LU2819657. 16’ CL Easement.

Pole HMI-29469 (2021) appears to be in Road ROW (Variable Width). No Easements found in Cast Pro.

Pole HMI-29470 (2021) appears to be in Road ROW (Variable Width). No Easements found in Cast Pro.

Pole HMI-14141 (2014) appears to be in Road ROW (Variable Width). No Easements found in Cast Pro.

LU1015351 7.5’ CL Easement

No Additional Easements found in Cast Pro.

P1 – 29-05-26-001-006.000-015 – Westfield Redevelopment Authority

P2 – 29-05-26-001-004.000-015 – Dead Arm LLC

P3 – 29-05-25-000-060.000-015 – Westfield Redevelopment Authority

P4 – 29-05-25-000-058.000-015 – Westfield Redevelopment Authority

P5 – 29-05-25-000-056.000-015 – Grand Universe Development Partners LLC

EXHIBIT C - ROW INFORMATION

PARCEL: 937 E 191ST ST

Overview

Cert Date:	
County:	HAMILTON
Parcel APN:	08-05-25-00-00-058.000
Alternate APN:	
Physical Address:	937 E 191ST ST
Physical City:	WESTFIELD
Physical State:	IN
Physical Zip:	

Details

Owner:	WESTFIELD, AUTHORITY REDEVELOPMENT
Owner2:	
Mail Address:	130 PENN ST
Mail City:	WESTFIELD
Mail State:	IN
Mail Zip:	46074
Acre:	63.55
Assessor Acre:	63.55
Assement Book:	
Assement Page:	
Land Value:	
Building Value:	
Total Valus:	
Last Sale Date:	1970-01-01
FIPS:	
Parcel LID:	0202377GYRVWMFHZ3LIX
District:	0008
State:	IN
Property Type:	COMMERCIAL (OFFICE)

Streetview

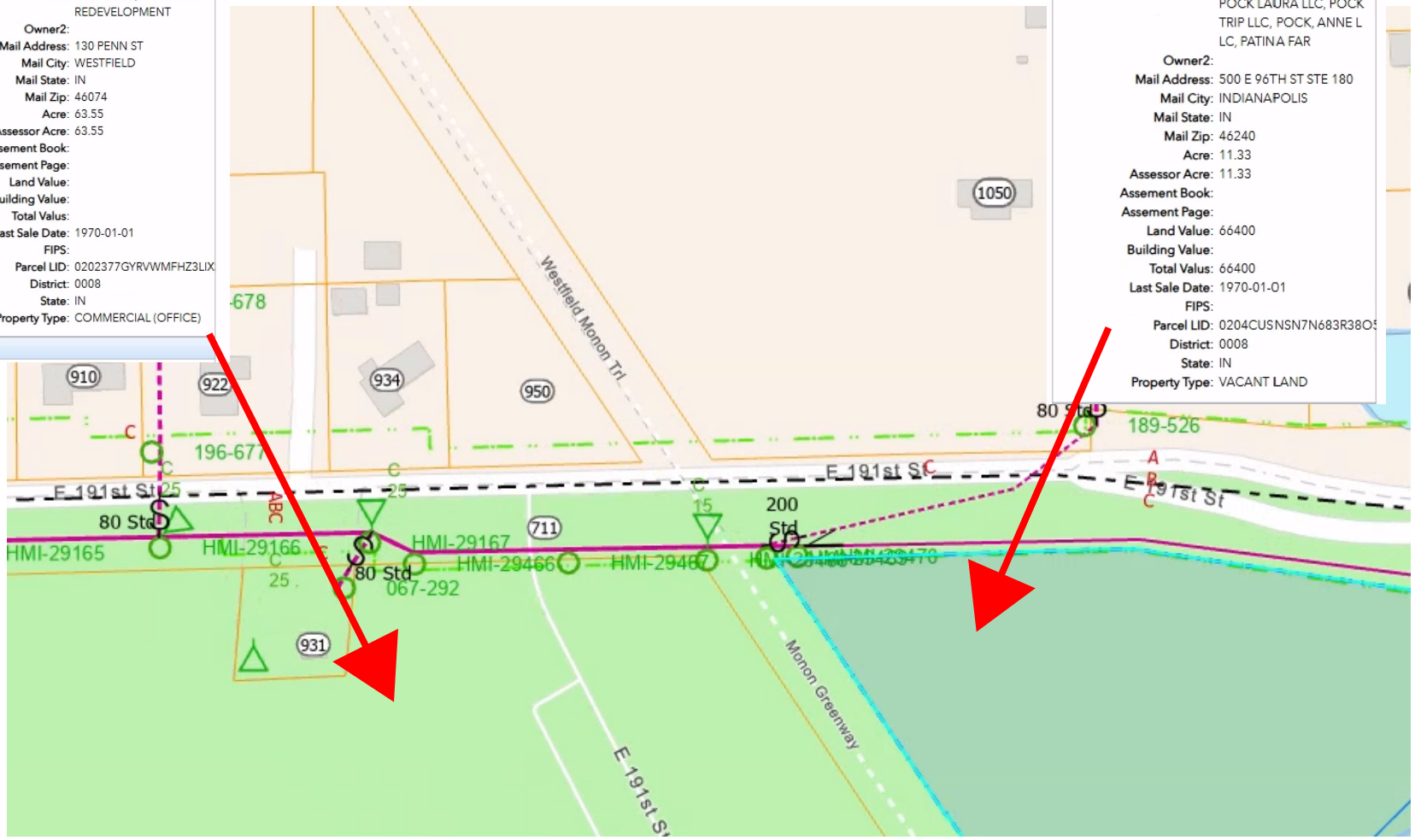
PARCEL: TOMLINSON RD

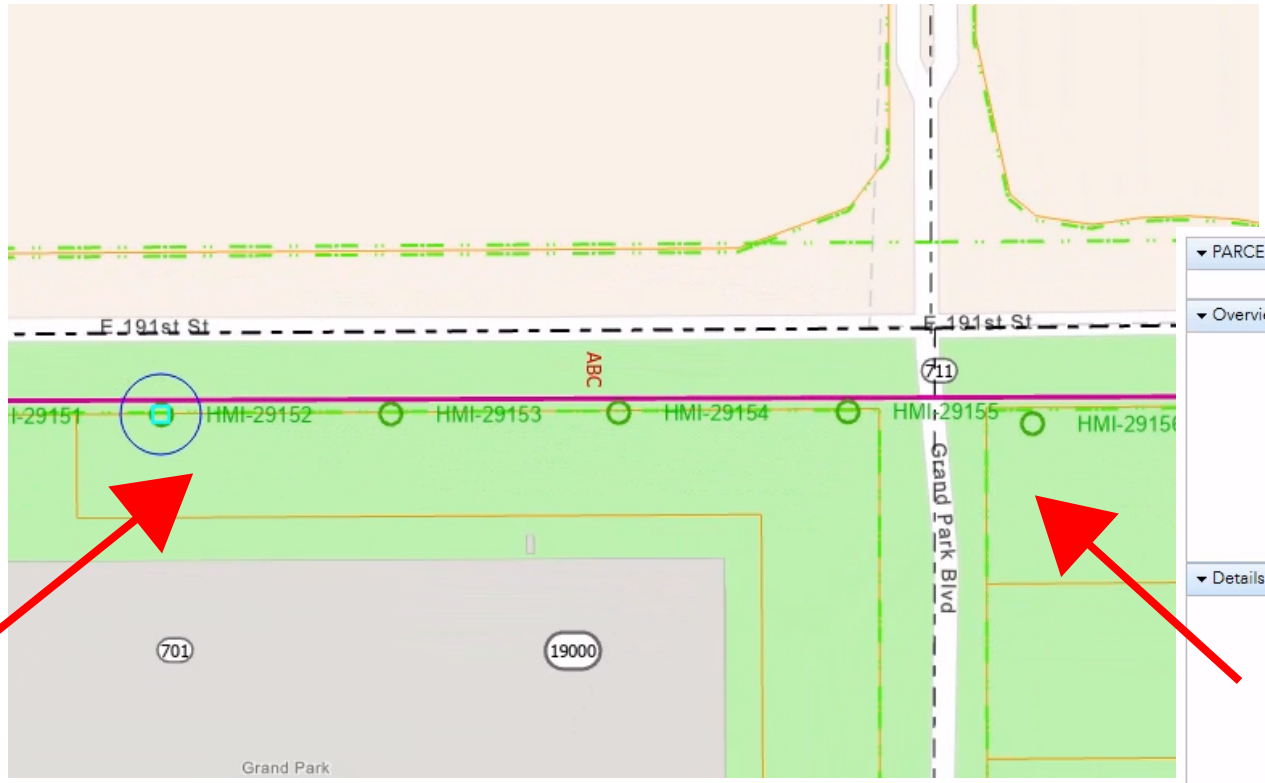
Overview

Cert Date:	
County:	HAMILTON
Parcel APN:	08-05-25-00-00-056.000
Alternate APN:	
Physical Address:	TOMLINSON RD
Physical City:	WESTFIELD
Physical State:	IN
Physical Zip:	

Details

Owner:	POCK FAMILY FARM LLC, POCK LAURA LLC, POCK TRIP LLC, POCK, ANNE L LC, PATINA FAR
Owner2:	
Mail Address:	500 E 96TH ST STE 180
Mail City:	INDIANAPOLIS
Mail State:	IN
Mail Zip:	46240
Acre:	11.33
Assessor Acre:	11.33
Assement Book:	
Assement Page:	
Land Value:	66400
Building Value:	
Total Valus:	66400
Last Sale Date:	1970-01-01
FIPS:	
Parcel LID:	0204CUSNSN7N683R38O5
District:	0008
State:	IN
Property Type:	VACANT LAND





PARCEL: GRAND PARK BLVD

Overview

Cert Date:	
County:	HAMILTON
Parcel APN:	08-05-26-00-01-006.000
Alternate APN:	
Physical Address:	GRAND PARK BLVD
Physical City:	WESTFIELD
Physical State:	IN
Physical Zip:	

Details

Owner:	WESTFIELD, AUTHORITY REDEVELOPMENT
Owner2:	
Mail Address:	130 PENN ST
Mail City:	WESTFIELD
Mail State:	IN
Mail Zip:	46074
Acre:	2.62
Assessor Acre:	2.62
Assement Book:	
Assement Page:	
Land Value:	
Building Value:	
Total Valus:	
Last Sale Date:	1970-01-01
FIPS:	
Parcel LID:	0207J7JT484ZVQIBDODX2
District:	0008
State:	IN
Property Type:	EXEMPT, GOVERNMENT AND HISTORICAL

Streetview

PARCEL: GRAND PARK BLVD

Overview

Cert Date:	
County:	HAMILTON
Parcel APN:	08-05-26-00-01-004.000
Alternate APN:	
Physical Address:	GRAND PARK BLVD
Physical City:	WESTFIELD
Physical State:	IN
Physical Zip:	

Details

Owner:	DEAD ARM LLC
Owner2:	
Mail Address:	300 MAIN ST STE 900
Mail City:	LAFAYETTE
Mail State:	IN
Mail Zip:	47901
Acre:	1.32
Assessor Acre:	1.32
Assement Book:	
Assement Page:	
Land Value:	29700
Building Value:	
Total Valus:	29700
Last Sale Date:	1970-01-01
FIPS:	
Parcel LID:	0204P4VWFVVNUPXU0SH2
District:	0008
State:	IN
Property Type:	VACANT LAND

Streetview

EXHIBIT C - ROW INFORMATION

PARCEL: 709 E 191ST ST

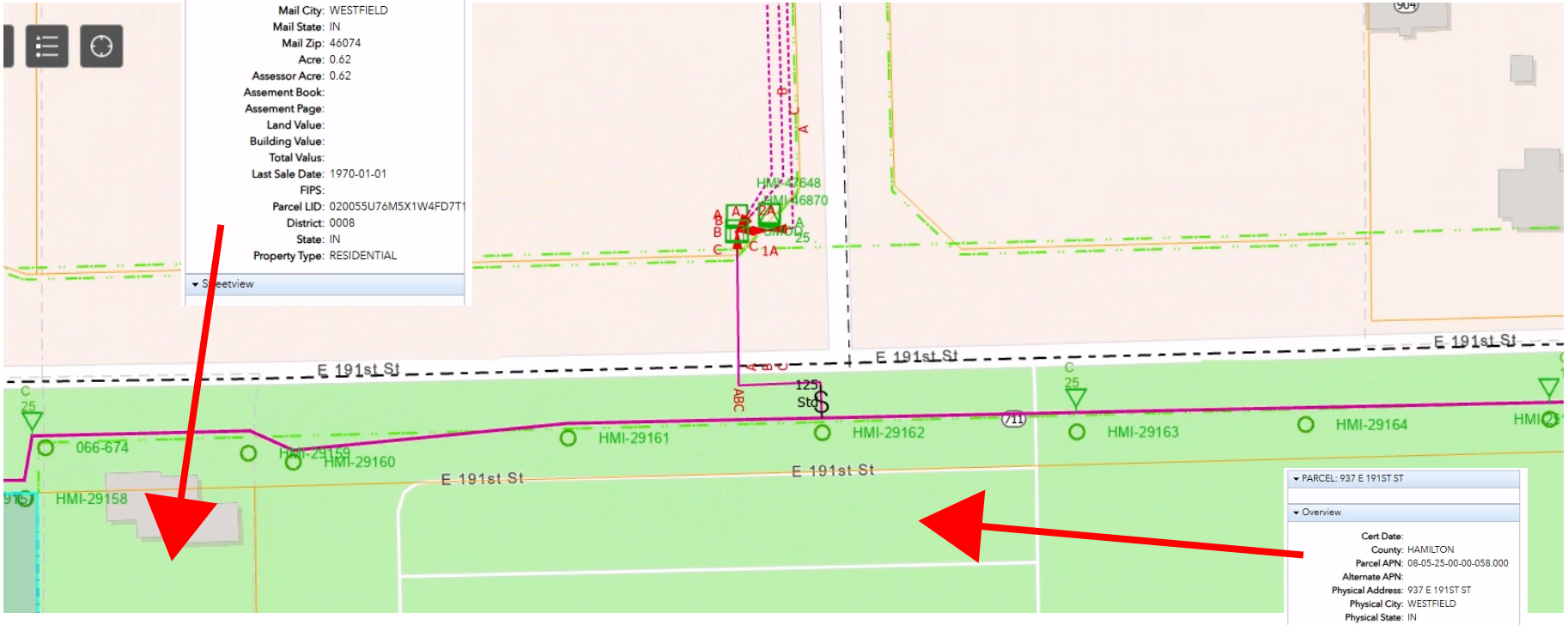
Overview

Cert Date:	
County:	HAMILTON
Parcel APN:	08-05-25-00-00-060.000
Alternate APN:	
Physical Address:	709 E 191ST ST
Physical City:	WESTFIELD
Physical State:	IN
Physical Zip:	

Details

Owner:	WESTFIELD, AUTHORITY REDEVELOPMENT
Owner2:	
Mail Address:	130 PENN ST
Mail City:	WESTFIELD
Mail State:	IN
Mail Zip:	46074
Acre:	0.62
Assessor Acre:	0.62
Assement Book:	
Assement Page:	
Land Value:	
Building Value:	
Total Valus:	
Last Sale Date:	1970-01-01
FIPS:	
Parcel LID:	020055U76M5X1W4FD7T1
District:	0008
State:	IN
Property Type:	RESIDENTIAL

Streetview



PARCEL: 937 E 191ST ST

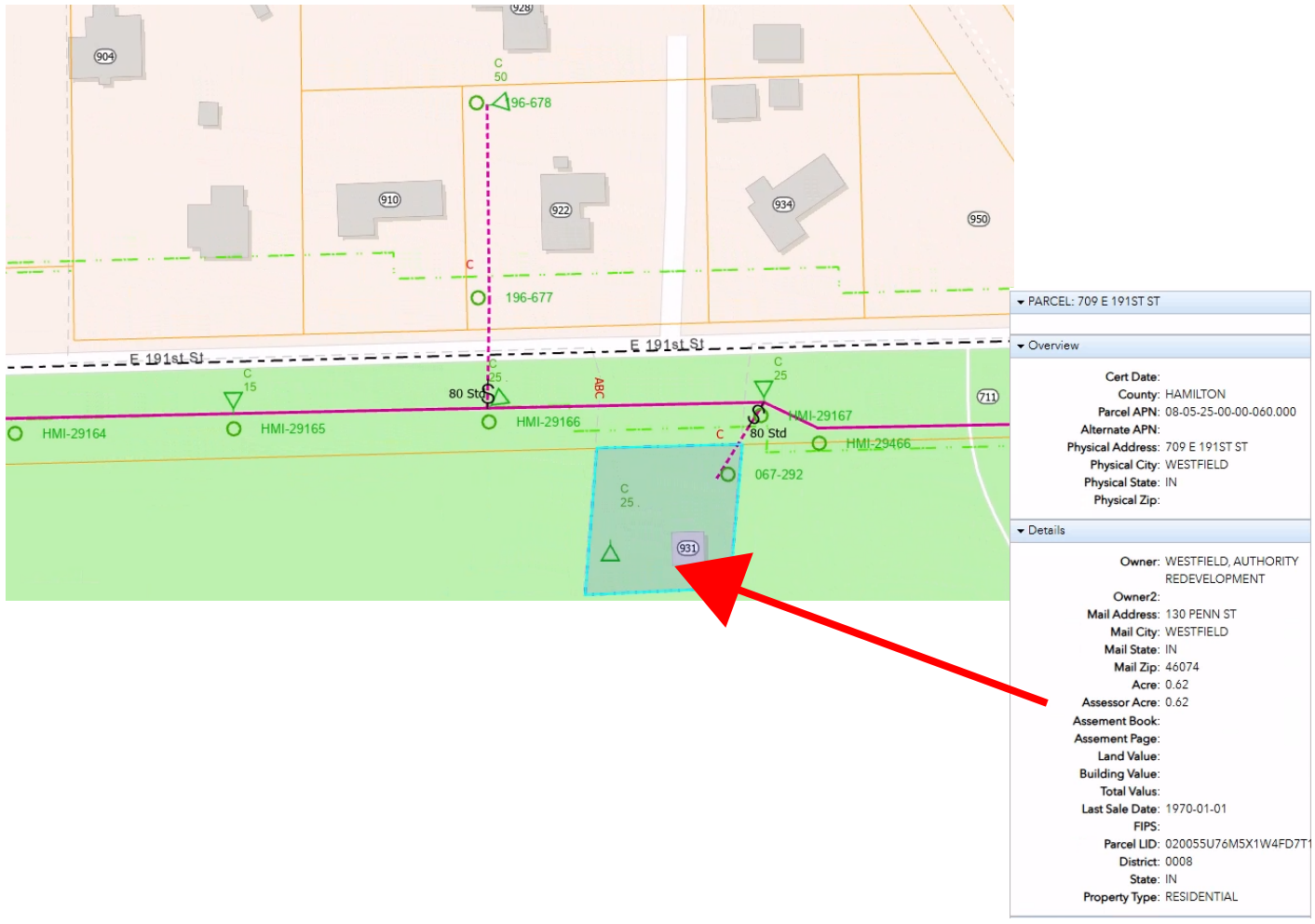
Overview

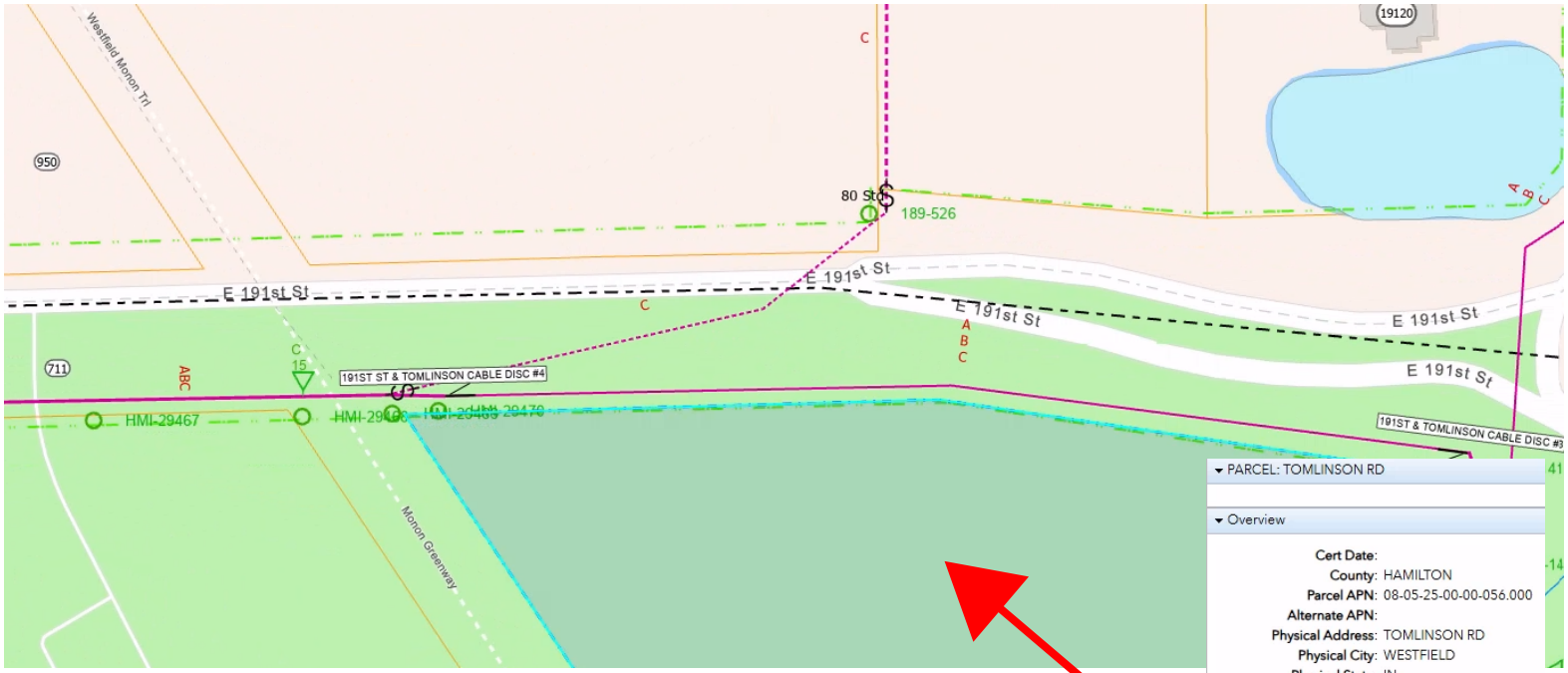
Cert Date:	
County:	HAMILTON
Parcel APN:	08-05-25-00-00-058.000
Alternate APN:	
Physical Address:	937 E 191ST ST
Physical City:	WESTFIELD
Physical State:	IN
Physical Zip:	

Details

Owner:	WESTFIELD, AUTHORITY REDEVELOPMENT
Owner2:	
Mail Address:	130 PENN ST
Mail City:	WESTFIELD
Mail State:	IN
Mail Zip:	46074
Acre:	63.55
Assessor Acre:	63.55
Assement Book:	
Assement Page:	
Land Value:	
Building Value:	
Total Valus:	
Last Sale Date:	1970-01-01
FIPS:	
Parcel LID:	0202377GYRVWMFHZ3LIX
District:	0008
State:	IN
Property Type:	COMMERCIAL (OFFICE)

EXHIBIT C - ROW INFORMATION





PARCEL: TOMLINSON RD

Overview

Cert Date:	
County:	HAMILTON
Parcel APN:	08-05-25-00-00-056.000
Alternate APN:	
Physical Address:	TOMLINSON RD
Physical City:	WESTFIELD
Physical State:	IN
Physical Zip:	

Details

Owner:	POCK FAMILY FARM LLC, POCK LAURA LLC, POCK TRIP LLC, POCK, ANNE L LC, PATINA FAR
Owner2:	
Mail Address:	500 E 96TH ST STE 180
Mail City:	INDIANAPOLIS
Mail State:	IN
Mail Zip:	46240
Acre:	11.33
Assessor Acre:	11.33
Assement Book:	
Assement Page:	
Land Value:	66400
Building Value:	
Total Valus:	66400
Last Sale Date:	1970-01-01
FIPS:	
Parcel LID:	0204CUSNSN7N683R38O
District:	0008
State:	IN
Property Type:	VACANT LAND

EXHIBIT C - ROW INFORMATION

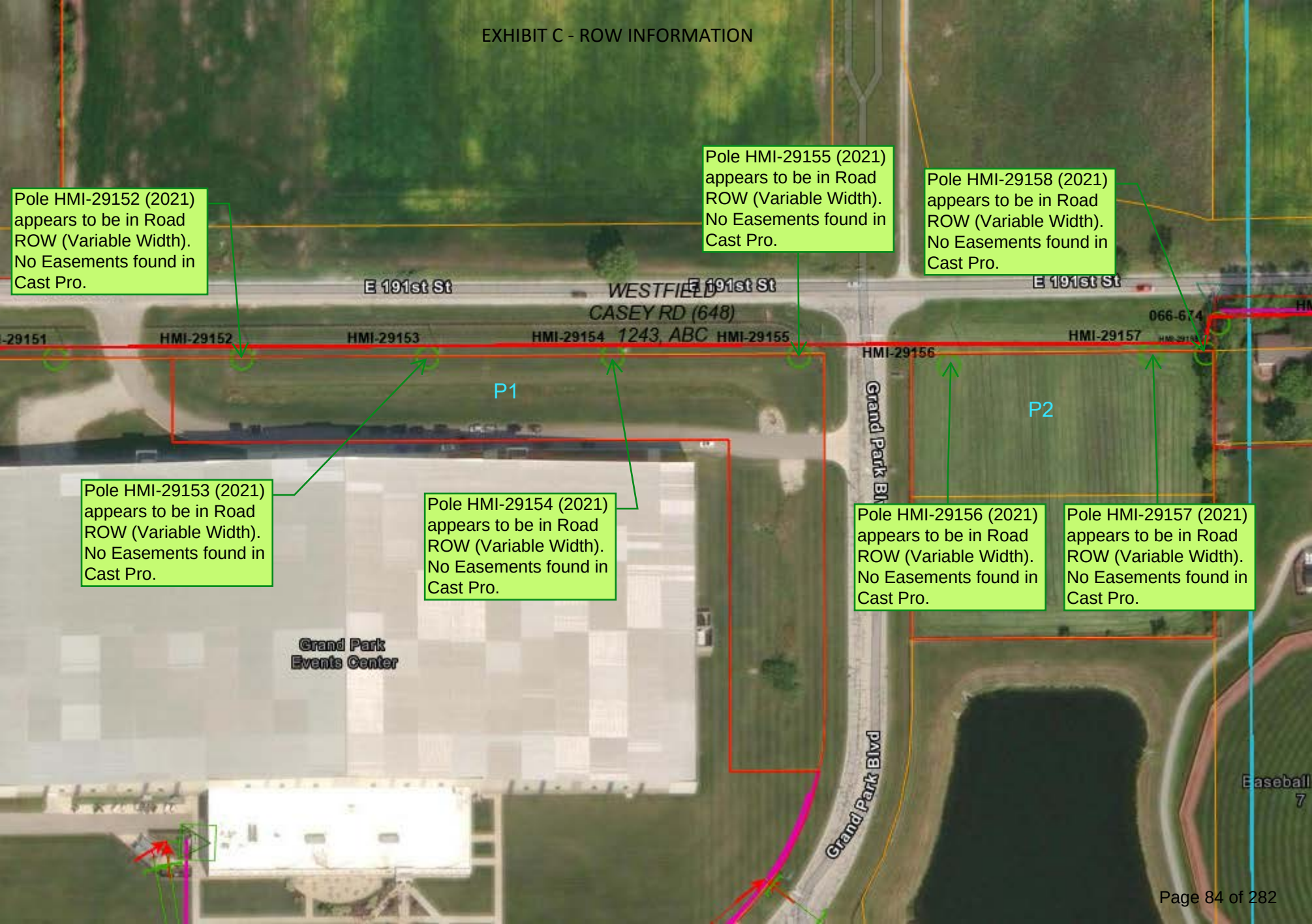
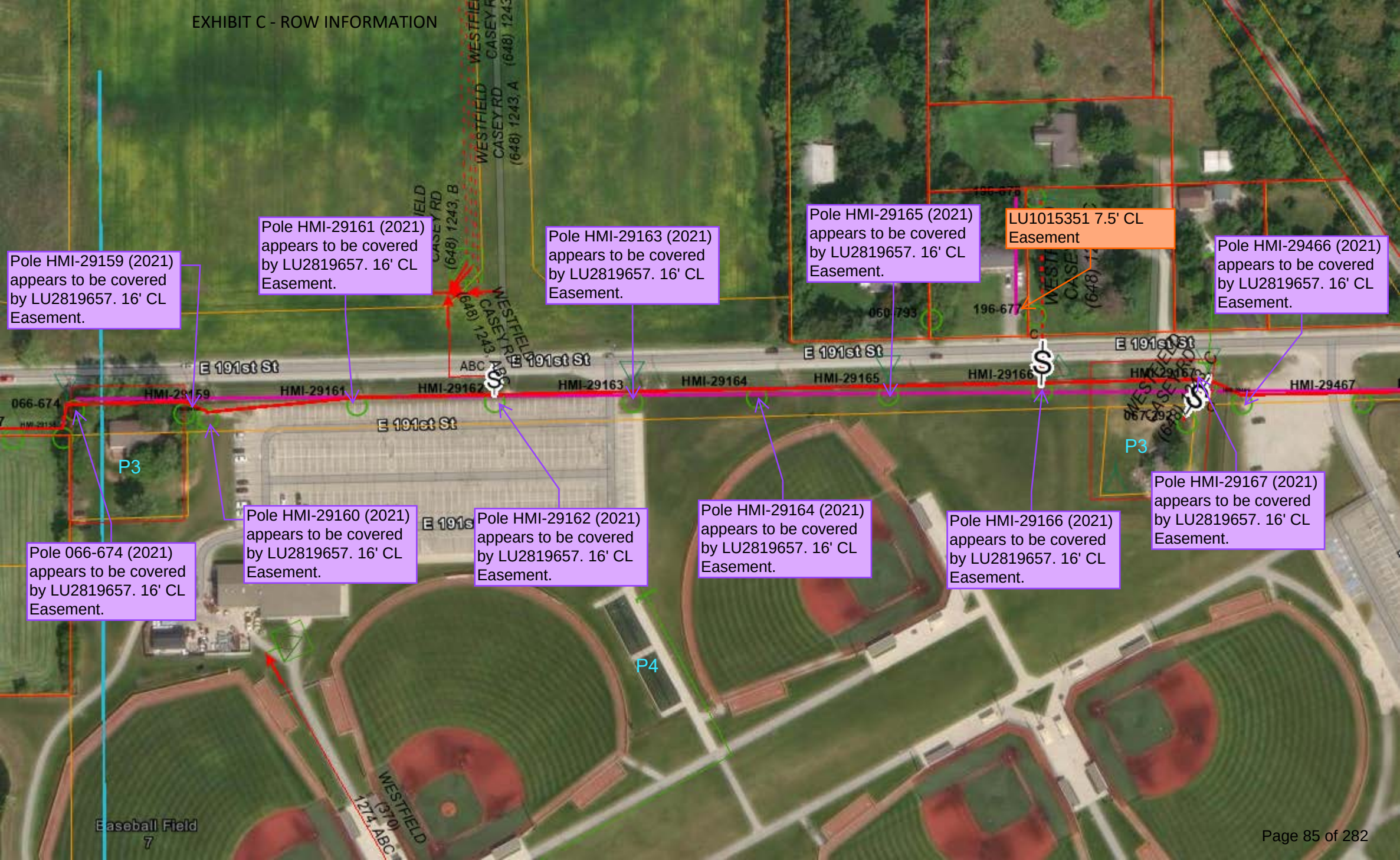


EXHIBIT C - ROW INFORMATION



Date: **November 11, 2025**

Subject:

Utility Relocation Work Plan for:	**Duke Energy**
Facility Type:	**Electric Distribution**

Section 1: General Information

A. LPA Project Information

1.	Des Number:	**N/A**
2.	Route Number:	**191st Street**
3.	Location:	**West of Grand Park Blvd continuing east to Tomlinson Rd**
4.	Work Type:	**Road Reconstruction and Roundabout**
5.	Letting Date:	**08/01/2025**
6.	Date Work Plan Needed:	**07/20/2025**
7.	Target Date for Utility to be out of conflict with LPA Project:	**03/01/2026**

B. Utility Designated Contact – Information

1.	Designated Contact Name:	**Manuel S. Mireles**
2.	Office telephone:	**(248) 926-3500**
3.	Mobile telephone:	**N/A**
4.	Email address:	**Manuel.S.Mireles@leidos.com**
5.	Agency name:	**Leidos on behalf of Duke Energy Indiana**
6.	Address:	**571 Monon Blvd, Suite 200, Office 130/126**
7.	City, State, Zip Code:	**Carmel, IN 46032**
8.	Construction Emergency Contact:	
	Name:	**Manuel S. Mireles**
	Number:	**(248) 926-3500**

**** For Outage and Damage Issues please contact 1-800-521-2232 ****

C. By signing here, the Utility has determined to the best of their ability that they do not have facilities within the project area:

Signature of Utility Representative Print Name Date

Note: A signature by the utility representative at item "(C)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct

D. LPA Utility Coordinator Contact Information

1.	Utility Coordinator Name:	**Jeremy Ross**
2.	Office Telephone:	**317-334-6826**
3.	Mobile Telephone:	**317-493-6488**
4.	Email Address:	**jeremy.ross@lochgroup.com**
5.	Agency Name:	**Lochmueller Group**
6.	Address:	**3502 Woodview Trace, Suite 150**
7.	City, State, Zip Code:	**Indianapolis, IN 46268**

Section 2: A narrative description of the facility relocation that will be required. [IAC 13-3-3(c)]

A. Describe what types of existing active and inactive facilities are present.

Duke Energy has a 12.47/7.2kV 3-phase OH (Overhead) primary line beginning west outside project limits, traveling from west to east along the south side of E 191st St, transitioning to a 12.47/7.2kV 3-phase UG (Underground) primary line at the southeast intersection of E 191st St and Monon Trail, and continuing east outside project limits.

There is a 12.47/7.2kV 3-phase UG primary tap beginning approx. 175' west of Wood Farm Pl, crossing from the south side of E 191st St to the north for approx. 90', traveling east along the north side of E 191st St for approx. 125', and continuing north along the west side of Wood Farm Pl outside project limits.
There is a 7.2kV 1-phase OH primary tap beginning approx. 700' east of Wood Farm Pl, crossing from the south side of E 191st St to the north for approx. 80', and continuing north outside project limits.
There is a 7.2kV 1-phase OH primary tap beginning approx. 900' east of Wood Farm Pl on the south side of E 191st St, traveling southwest for approx. 75' and dead-ending.
There is a 7.2kV 1-phase UG primary tap beginning approx. 800' west of Tomlinson Rd, crossing E 191st St to the northeast for approx. 350', transitioning to a 7.2kV 1-phase OH primary tap, and continuing north outside project limits.

There are various <600V OH and UG secondary and service lines throughout project limits.

See Exhibit A.

Duke Energy is unable to confirm whether or not there are any underground, inactive Duke Energy facilities present. Regardless, any such inactive facilities should be considered abandoned in place, and therefore, subject to neither removal nor preservation by Duke Energy.

B. Describe the location of existing active and inactive facilities.

Duke Energy has a 12.47/7.2kV 3-phase OH (Overhead) primary line beginning west outside project limits, traveling from west to east along the south side of E 191st St, transitioning to a 12.47/7.2kV 3-phase UG (Underground) primary line at the southeast intersection of E 191st St and Monon Trail, and continuing east outside project limits.

There is a 12.47/7.2kV 3-phase UG primary tap beginning approx. 175' west of Wood Farm Pl, crossing from the south side of E 191st St to the north for approx. 90', traveling east along the north side of E 191st St for approx. 125', and continuing north along the west side of Wood Farm Pl outside project limits.
There is a 7.2kV 1-phase OH primary tap beginning approx. 700' east of Wood Farm Pl, crossing from the south side of E 191st St to the north for approx. 80', and continuing north outside project limits.
There is a 7.2kV 1-phase OH primary tap beginning approx. 900' east of Wood Farm Pl on the south side of E 191st St, traveling southwest for approx. 75' and dead-ending.

There is a 7.2kV 1-phase UG primary tap beginning approx. 800' west of Tomlinson Rd, crossing E 191st St to the northeast for approx. 350', transitioning to a 7.2kV 1-phase OH primary tap, and continuing north outside project limits.

There are various <600V OH and UG secondary and service lines throughout project limits.

See Exhibit A.

Duke Energy is unable to confirm whether or not there are any underground, inactive Duke Energy facilities present. Regardless, any such inactive facilities should be considered abandoned in place, and therefore, subject to neither removal nor preservation by Duke Energy.

C. Describe what will be done with existing active and inactive facilities.

The existing 3-phase OH pole line along the south side of E 191st St from approx. STA 144+20 to approx. STA 145+06 will be removed.
The first approx. 260' of the existing 3-phase UG tap beginning at approx. STA 130+24 and going north will be abandoned.
The existing <600V UG service line on the northwest corner of E 191st St & Wood Farm Pl will be abandoned.
The existing <600V OH secondary line beginning at approx. STA 137+30 and going north will be removed.
The existing <600V UG service line beginning at approx. STA 141+07 and going north will be abandoned.
The existing 1-phase OH tap beginning at approx. STA 141+41 and going southwest will be removed.
The first approx. 30' of the existing 1-phase UG tap beginning at approx. 144+76 and going northeast will be abandoned.
The existing <600V UG service line beginning at approx. STA 144+20 and going north will be abandoned.

The following locations will be reimbursable to Duke:

The existing 3-phase OH pole line along the south side of E 191st St from approx. STA 126+37 to approx. STA 128+34 will be removed.
The first approx. 20' of the existing <600V UG service beginning at approx. STA 126+49 and going southeast will be abandoned.
The existing 3-phase OH pole line along the south side of E 191st St from approx. STA 133+56 to approx. STA 141+41 will be removed.
The first approx. 80' of the existing 1-phase OH tap beginning approx. STA 139+13 and going north will be removed.
The existing 3-phase OH pole line along the south side of E 191st St from approx. STA 143+57 to approx. STA 144+20 will be removed.

See Exhibit A.

Duke Energy is unable to confirm whether or not there are any underground, inactive Duke Energy facilities present. Regardless, any such inactive facilities should be considered abandoned in place, and therefore, subject to neither removal nor preservation by Duke Energy.

PLEASE REFER TO THE OSHA WEBSITE FOR ALL CLEARANCE REQUIREMENTS BASED ON THE VOLTAGE OF OUR LINES LISTED ABOVE.
http://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=19

WARNING: ANY ORANGE OR YELLOW COVER-UP THAT DUKE ENERGY WOULD PLACE ON THE DISTRIBUTION LINE WOULD BE FOR VISUAL IDENTIFICATION ONLY AND WILL NOT PROTECT AGAINST THE TRAVEL OF ELECTRICTY, THEREFORE ALL WIRES WOULD BE CONSIDERED BARE, UNINSULATED, AND ENERGIZED AT ALL TIMES.

IF THE CONTRACTOR WOULD LIKE VISUAL COVER INSTALLED ON THE DISTRIBUTION WIRES, THEY WILL NEED TO CONTACT THE DUKE ENERGY CALL CENTER FOR SCHEDULING AT 1.800.521.2232, MONDAY THROUGH FRIDAY FROM 7A TO 7P OR ON SATURDAY FROM 8A TO 1P.

D. Describe the details of the proposed new facilities.

A new 12.47/7.2kV 3-phase UG primary tap will be installed beginning at approx. STA 130+24, crossing E 191st St to the northwest for approx. 122', continuing east for approx. 105', within proposed ROW and splice into the existing UG primary.
A new <600V UG service line will be installed on the northwest corner of E 191st St & Wood Farm Pl.
A new <600V OH secondary line will be installed beginning at approx. STA 137+30 and going north.
A new <600V UG service line will be installed beginning at approx. STA 141+41 and going north.
A new <600V UG service line will be installed beginning at approx. STA 142+96 and going north.
A new 12.47/7.2kV 3-phase UG primary line will be installed along the south side of E 191st St from approx. STA 143+57 to approx. STA 145+06 within existing ROW and splice into the existing UG primary line.
A new 7.2kV 1-phase UG primary tap will be installed beginning at approx. STA 143+27 and going northeast within existing ROW and splice into the existing UG primary.

The following locations will be reimbursable to Duke:

A new 12.47/7.2kV 3-phase OH primary line will be installed along the south side of E 191st St from approx. STA 126+37 to approx. STA 128+34 within existing ROW and tie into the existing OH primary.
A new <600V UG service line will be installed beginning at approx. STA 126+45 and going east for approx. 15', splicing into the existing <600V UG service line going southeast.
A new 12.47/7.2kV 3-phase OH primary line will be installed along the south side of E 191st St from approx. STA 133+56 to approx. STA 141+41 within existing ROW and tie into the existing OH primary.
A new 7.2kV 1-phase OH primary tap will be installed beginning at approx. STA 138+80 and going north within existing ROW and tie into the existing OH primary.

See Exhibit A.

E. Describe the proposed location of the new facilities.

A new 12.47/7.2kV 3-phase UG primary tap will be installed beginning at approx. STA 130+24, crossing E 191st St to the northwest for approx. 122', continuing east for approx. 105', within proposed ROW and splice into the existing UG primary.
A new <600V UG service line will be installed on the northwest corner of E 191st St & Wood Farm Pl.
A new <600V OH secondary line will be installed beginning at approx. STA 137+30 and going north.
A new <600V UG service line will be installed beginning at approx. STA 141+41 and going north.
A new <600V UG service line will be installed beginning at approx. STA 142+96 and going north.
A new 12.47/7.2kV 3-phase UG primary line will be installed along the south side of E 191st St from approx. STA 143+57 to approx. STA 145+06 within existing ROW and splice into the existing UG primary line.
A new 7.2kV 1-phase UG primary tap will be installed beginning at approx. STA 143+27 and going northeast within existing ROW and splice into the existing UG primary.

The following locations will be reimbursable to Duke:

A new 12.47/7.2kV 3-phase OH primary line will be installed along the south side of E 191st St from approx. STA 126+37 to approx. STA 128+34 within existing ROW and tie into the existing OH primary.
A new <600V UG service line will be installed beginning at approx. STA 126+45 and going east for approx. 15', splicing into the existing <600V UG service line going southeast.
A new 12.47/7.2kV 3-phase OH primary line will be installed along the south side of E 191st St from approx. STA 133+56 to approx. STA 141+41 within existing ROW and tie into the existing OH primary.
A new 7.2kV 1-phase OH primary tap will be installed beginning at approx. STA 138+80 and going north within existing ROW and tie into the existing OH primary.

See Exhibit A.

F. By signing here, the Utility has determined to the best of their ability that they have facilities within the project area and the facilities are not in conflict with the project based upon the plans received on **<Date>**

Signature of Utility Representative | Print Name | Date

Note: A signature by the utility representative at item "(F)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct.

Section 3: A statement whether the facility relocation is or is not dependent on the acquisition of additional property interests with a description of that work. [IAC 13-3-3(c) (2) (B)]

(A) Duke Energy must have acquired all ROW, RR, State or Federal permits before relocation construction begins.
(B) Duke Energy must have acquired all private "possessory rights" needed for the approved relocation plan before relocation construction begins.
(C) Duke Energy will not be acquiring easements for the said project.

Section 4: A statement whether the utility is or is not willing to allow the LPA contractor to do the required work as part of the highway contract. [IAC 13-3-3(c) (3)]

Duke Energy Indiana is not willing to have a LPA's contractor perform the required relocation.

Section 5: From the date the work plan is approved by both parties; please provide the Utility's pre-construction scheduling information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

A.	The expected lead time in calendar days to obtain required permits:	**60 Days**
B.	The expected lead time in calendar days to obtain materials:	**120 Days**
C.	The expected lead time in calendar days to schedule work crews (Scheduling is not included within the Pre-Construction Activity timeline below):	**60 Days (Minimum)**
D.	If the contractor is being selected by competitive bid what is the date of selection?	**Not Applicable**
E.	The expected lead time in calendar days to obtain new property interests:	**LPA to obtain all ROW**
F.	The earliest date when the utility could begin to implement the pre-construction activities of the work plan:	**Material Reservation Contingent on Work Plan Approval. Scheduling Contingent on Notice to Proceed**
G.	The total number of calendar days for pre-construction activities (accounting for concurrent activities) and not including Scheduling of Construction crews:	**120 Days**

Section 6: The Utility Construction Scheduling Information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

A. A statement whether the facility relocation is or is not dependent on work to be done by another utility with a description of that work. [IAC 13-3-3(c)(2)(A)(i)]

The removal of Duke Energy's pole(s) is dependent upon the removal of attachers to our poles. The attachers must remove their facilities before the existing poles can be removed. The existing attachers to our poles on this project are:

(1) TELE, with a description of the required work:
None

(2) CATV, with a description of the required work:
Comcast Cable

(3) FIBER(S), with a description of the required work:
None

If the existing attacher is transferring their facilities to our new poles, the existing attacher's construction schedule may begin only after Duke Energy's relocation construction is completed. Duke Energy has no control over the start date or finish date for attachers vacating our existing poles.

B. A statement whether the facility relocation is or is not dependent on work to be done by the LPA or the LPA'S contractor with a description of that work. [IAC 13-3- 3(c)(2)(A)(ii)]

Work item A

LPA will give written notice to Duke Energy that all "possessory rights" have been acquired for the entire length of the approved work plan area before relocation construction begins.

Work item B

LPA will work closely with Duke Energy to safely clear all trees, shrubs and structures (from sky to ground) at LPA's cost, for the entire length of the approved relocation plan area, including areas sufficiently beyond the construction limits and any overhanging vegetation at the right of way limits to accommodate the approved relocation work plan before relocation construction begins

Work item C

LPA will notify Duke Energy after staking (A or B):

A. LPA ROW limits every 200 ft with station identification before relocation construction begins.
Duke Energy will need the ROW and Duke easement staked on the south side of E 191st St between STA 124 & STA 148.
Duke Energy will need ROW staked on the north side of E 191st St between STA 130 & STA 132.
Duke Energy will need ROW staked on the north side of E 191st St between STA 136 & STA 146.

B. Station and offset identification provided by Duke Energy for each Duke Energy facility before location construction begins.

Work item D

Not Applicable

Work item E

LPA will provide Duke Energy a "Signed" work plan on or before as the ready for contracts date.

Work item F

LPA will provide Duke Energy a "Letter to Proceed" on or before the ready for contracts date but no event later than the required pre-construction lead time prescribed in Sections 5 F & G.

In the event that Duke Energy Indiana decides to hold, protect or guard its installed facilities before, after or during relocation construction, for the safe installation of another facility or utility, Duke Energy Indiana will notify the LPA immediately. Because time is of the essence, the LPA and Duke Energy Indiana agree to work together to minimize costs and delays for all parties involved, and Duke Energy Indiana agrees to not proceed until an agreement is reached with the LPA regarding reimbursement of Duke Energy Indiana's costs for holding protecting or guarding its facilities.

C. How many calendar days after the events identified in Sec 6 A and B are completed can the utility begin construction:

Absent an agreement expediting the work between the LPA and Duke Energy Indiana, the earliest date when Duke Energy Indiana could begin construction.

1.) If the LPA ROW staking and clearing is contained in the LPA's construction contract, Duke Energy Indiana will begin construction within 60 days after Duke Energy Indiana has received from LPA both a "Notice to Proceed" (confirming the staking and clearing has been completed) and a fully executed Work Plan.

If the LPA ROW staking and clearing is let as a separate contract, Duke Energy Indiana will begin construction within 60 days after Duke Energy Indiana has received from LPA both a "Notice to Proceed" (confirming the staking and clearing has been completed) and a fully executed Work Plan.

If at any time within 120 days from the most current published letting date, the LPA changes the letting date by more than fourteen (14) days, Duke Energy Indiana reserves the right upon written notice sent by mail to the LPA, to provide to the LPA a revised work plan within 60 days from the date Duke Energy Indiana is notified of the change.

D. The number of calendar days to complete the relocation work:

120 Days

Section 7: A drawing of sufficient detail with station, offset, elevations, and scale to show the proposed location of the facility relocation, which takes precedence over the narrative description of the work. [IAC 13-3-3(c) (6)].

See Exhibit A.

Section 8: For each work plan the utility shall include a cost estimate for the facility relocation. For reimbursable work the estimate will identify betterment and salvage, which is not reimbursable. [IAC 13-3-3(d)]

See Exhibit B.

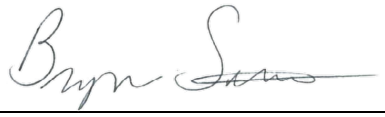
Section 9: For work the utility is entitled to be compensated by the Department, the work plan shall include documentation of property interests and compensable land rights. [IAC 13-3-3(d)]

See Exhibit C.

Section 10: The implementation of this approved work plan is dependent upon the issuance of: (a notice to proceed will be provided when items in Section 6 are accomplished)

Items Completed	Yes	Not Applicable
An executed reimbursement agreement with LPA:	☒	☐
A relocation permit from LPA:	☒	☐

(Note: Double-click on box in Yes or NA to mark it with an "X")



Signature of Utility Representative

November 11, 2025

Date

Brynn Streeter

Utility Representative Name Printed

Utility Coordinator /LPA use only below this point ---------- Utility Coordinator/LPA use only below this point

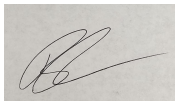
Section 11: The Utility Coordinator shall review the work plan to ensure that it: [IAC 13-3-3(e)]
(This section is to be used by the assigned Utility Coordinator)

Description	Yes	N/A	Utility Coordinator Initials
is compatible with department permit requirements	☒	☐	BR
(is compatible with the project plans	☒	☐	BR
is compatible with the construction schedule	☒	☐	BR
is compatible with other utility relocation work plans	☒	☐	BR
has reasonable relocation scheme	☒	☐	BR
has a reasonable cost for compensable work	☒	☐	BR

(**Note**: Double-click on box under Yes or N/A to mark it with an "X")

Section 12: Approved Work Plan. [IAC 13-3-3(f)]

☐ For State projects, the Utility Coordinator has verified that the INDOT Utility Oversight completed the UMS work plan approval process on Enter UMS Work Plan Approval Date.



State/LPA Project -Utility Coordinator Signature

01/19/2026
Date

Ben Rankin
State/LPA Project Utility Coordinator Name Printed

LPA Project – ERC Signature

Date

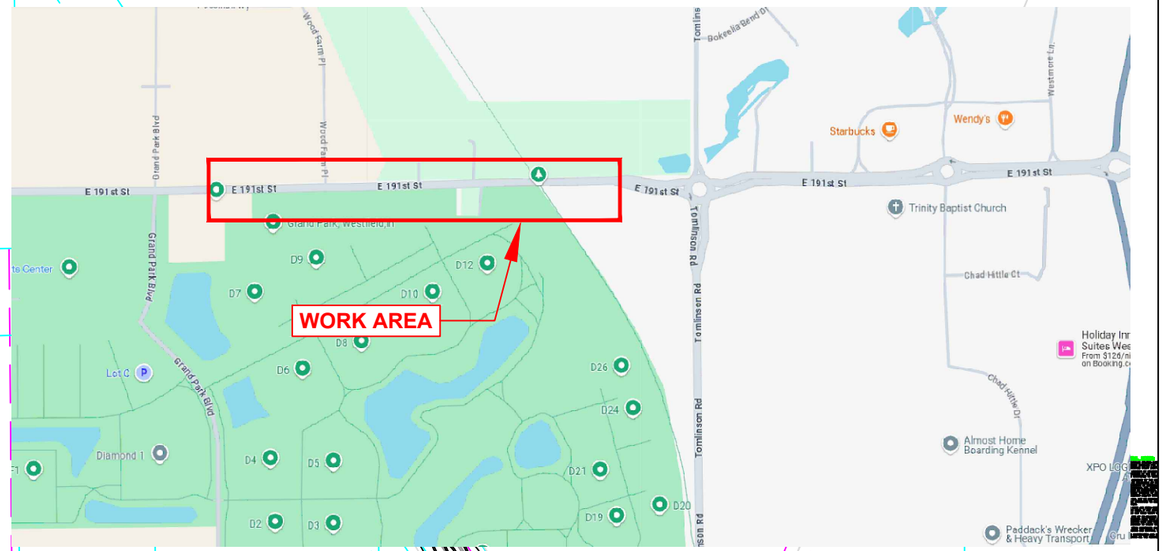
LPA Project – ERC Name Printed)

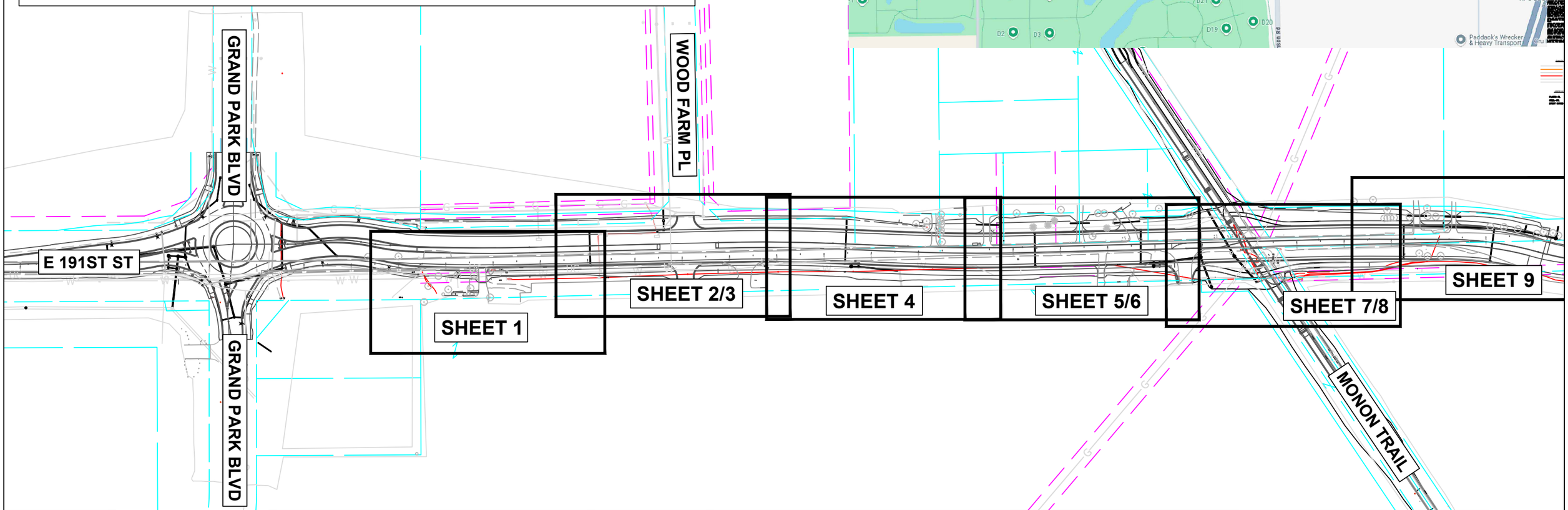
SAFETYFirst ▶PERSONAL ACCOUNTABILITY ▶ACTIVE CARING ▶HAZARD RECOGNITION	Upstream Protection		Safety Reminders / Adverse Conditions		Other Project Notes
	Breaker at Sub Westfield Casey Rd (648) Circuit 1243	CIRCLE FOR SAFETY	Remember "Your Circle of Safety"	REMEMBER: Work zone area conditions may have changed for this job. Everyone is responsible for verifying the safety information is correct prior to any work being performed each day.	CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION
	Located at 800 W 193rd St, Sheridan, IN 46069				TRAFFIC FLAGGING REQUIRED

NON-REIMBURSBALE WO# 54480334
CITY OF WESTFIELD @ 191ST
(GRAND PARK BLVD TO TOMLINSON RD)
ROAD WIDENING & BRIDGE CONSTRUCTION

ALL REIMBURSABLE WORK TO BE DONE UNDER WO# 58772070

DUKE ENERGY EXHIBIT A CONSTRUCTION PRINTS





N

General Information	
Des No.	N/A
Road Widening	
E 191st St (Grand Park Blvd to Tomlinson Rd)	
City of Westfield	
Hamilton County	
Washington Twp	

Work Order Information		
Distribution Non-Reimbursable		
Emax #	Project Code	OU / Center
54480334	MX4480334	V542 / S429
Distribution Reimbursable		
Emax #	Project Code	OU / Center
58772070	MX8772070	V542 / S429

Circuit Information
Distribution
Westfield Casey Rd (648) 1243 (12.47/7.2 KV)
Transmission

Duke Energy Legend			
	Existing Duke Pole		Existing Downguy
	Proposed Duke Pole		Proposed Downguy
REM	Remove Duke Pole		Distribution Line
	Existing Foreign Pole		Secondary / Service Line
	Proposed Foreign Pole	/	Area / Street Light
REM	Remove Foreign Pole	/	Proposed / Existing Fuse

ILLNESS ZERO INJURY

811 Know what's below. Call before you dig.

DUKE ENERGY.	INDEX 12kV DISTRIBUTION LINES	SCALE 1" = 200'
	DETAIL E 191ST ST ROAD WIDENING	
DATE September 30, 2025	LOCATION (40.064283, -86.145991)	
DRAWN Manuel S. Mireles	PHONE (248) 926-3500	
ELECTRIC DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE	DWG NO COVER SHEET

SAFETYFirst ▶PERSONAL ACCOUNTABILITY ▶ACTIVE CARING ▶HAZARD RECOGNITION	Upstream Protection	CIRCLE FOR SAFETY – DUKE ENERGY	Safety Reminders / Adverse Conditions		REMEMBER: Work zone area conditions may have changed for this job. Everyone is responsible for verifying the safety information is correct prior to any work being performed each day.	Other Project Notes
	Breaker at Sub Westfield Casey Rd (648) Circuit 1243		Remember "Your Circle of Safety"			CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION
	Located at 800 W 193rd St, Sheridan, IN 46069					TRAFFIC FLAGGING REQUIRED

E 191ST ST

MATCHLINE

SHEET 1 — SHEET 2/3

126+00 · 127+00 · 128+00 · 129+00 · 130+00

P01 · P02 · P03 · P04 · P05 · P06 · P07 · P08

REM · ABAN · LOAD · 3U · FO · UC · W

S01: 150' (P01-P02)

S02: 40' (P02-P03)
REIMBURSABLE UNDER WO# 58772070
REM: 556 AAC - ABC
4/0 AAAC - N

TRF: 190'

S03: 189' (P03-P04)

S04: 20' (P04-P01)
REIMBURSABLE UNDER WO# 58772070
REM: 556 AAC - ABC
4/0 AAAC - N

S06: 20' (P01-P05)

TRF: 35' (SLACK)

SOURCE
556 AAC - ABC
4/0 AAAC - N

POLE HMI-29157 (45'-2)

POLE HMI-29158 (50'-2)

S05: 15' (P04-P05)

CONSTRUCTION LIMITS

ROW

TREE TRIMMING TO BE DONE BEFORE DUKE ENERGY STAKING AND CONSTRUCTION

P01: POLE 066-674
BACKFILL W/ FILL FLOW
REIMBURSABLE UNDER WO# 58772070
REM: POLE WD 45'-2
3PH HORZ BUCK ARM (03.11-119)
25KVA XFMR 7.2KV 120/240V - C
2" SEC RISER
DGUY SGL - 14" ANCH - 19' LL (W)
DGUY DBL - 14" ANCH - 16' LL (W)

S01: 150' (P01-P02)
REIMBURSABLE UNDER WO# 58772070
REM: 556 AAC - ABC
4/0 AAAC - N

P02: POLE HMI-29159
REIMBURSABLE UNDER WO# 58772070
REM: POLE WD 45'-2
3PH HORZ DDE (03.11-120)
DGUY SGL - 14" ANCH - 19' LL (E)
DGUY DBL - 14" ANCH - 14' LL (E)

S03: 189' (P03-P04)
REIMBURSABLE UNDER WO# 58772070
INS: 556 AAC - ABC
4/0 AAAC - N

P03: POLE HMI-29160 (45'-2)
REIMBURSABLE UNDER WO# 58772070
REM: 3PH HORZ DDE (03.11-120)
DGUY SGL - 14" ANCH - 20' LL (W)
DGUY DBL - 14" ANCH - 17' LL (W)
INS: 3PH HORZ DDE (03.11-120)

P04: POLE HMI-57759
INSTALL POLE 20' S & 5' W OF POLE 066-674
REIMBURSABLE UNDER WO# 58772070
INS: POLE WD 50'-2
3PH HORZ BUCK ARM (03.11-119) (SLACK S)
25KVA XFMR 7.2KV 120/240V - C (06.08-128)
2" SEC RISER
DGUY SGL - 14" ANCH - 25' LL (W)
DGUY DBL - 14" ANCH - 20' LL (W)

S06: 20' (P01-P05)
REIMBURSABLE UNDER WO# 58772070
ABAN: 250 AL UG TPX - SVC

S05: 15' (P04-P05)
DUKE TO TRENCH MIN 3' BELOW EX GRADE
REIMBURSABLE UNDER WO# 58772070
INS: 350 AL UG TPX - SVC

P05: SPLICE PIT
SPLICE APPROX. 17' S & 10' E OF 066-674
LOCATE & SPLICE WITHIN EX ROW
REIMBURSABLE UNDER WO# 58772070
INS: SPLICE PIT
350 AL TPX SPLICE

N

General Information	
Des No.	N/A
Road Widening	
E 191st St (Grand Park Blvd to Tomlinson Rd)	
City of Westfield	
Hamilton County	
Washington Twp	

Work Order Information		
Distribution Non-Reimbursable		
Emax #	Project Code	OU / Center
54480334	MX4480334	V542 / S429
Distribution Reimbursable		
Emax #	Project Code	OU / Center
58772070	MX8772070	V542 / S429

Circuit Information
Distribution
Westfield Casey Rd (648) 1243 (12.47/7.2 KV)
Transmission

Duke Energy Legend			
	Existing Duke Pole		Existing Downguy
	Proposed Duke Pole		Proposed Downguy
REM	Remove Duke Pole		Distribution Line
	Existing Foreign Pole		Secondary / Service Line
	Proposed Foreign Pole		Area / Street Light
REM	Remove Foreign Pole		Proposed / Existing Fuse

ILLNESS ZERO INJURY

811 Know what's below. Call before you dig.

DUKE ENERGY.

INDEX	12kV DISTRIBUTION LINES	SCALE	1" = 30'
DETAIL	E 191ST ST ROAD WIDENING		
DATE	September 30, 2025	LOCATION	(40.064283, -86.145991)
DRAWN	Manuel S. Mireles	PHONE	(248) 926-3500
ELECTRIC DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE	DWG NO	SHEET 1 OF 9

SAFETYFirst ▶ PERSONAL ACCOUNTABILITY ▶ ACTIVE CARING ▶ HAZARD RECOGNITION	Upstream Protection	CIRCLE FOR SAFETY – DUKE ENERGY	Safety Reminders / Adverse Conditions		REMEMBER: Work zone area conditions may have changed for this job. Everyone is responsible for verifying the safety information is correct prior to any work being performed each day.	Other Project Notes
	Breaker at Sub Westfield Casey Rd (648) Circuit 1243		Remember "Your Circle of Safety"			CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION
	Located at 800 W 193rd St, Sheridan, IN 46069					TRAFFIC FLAGGING REQUIRED

P07: PAD HMI-46870
REM: 3PH S-MOD / 4 WAY (25.01-105)
(6) 1/0 200A ELBOWS

P08: PAD HMI-47648
REM: 25KVA UG XFMR - A (120/240V) (27.02-132)
1/0AL 200A ELBOW

S09: 115' (P08-P09)
ABAN: 4/0 AL UG TPX - SEC

S14: 170' (P07-P13)
ABAN: 1/0 AL UG - B
1/0 AL UG - C

S15: 160' (P08-P13)
ABAN: 1/0 AL UG - A

CONSTRUCTION LIMITS

PROP ROW

EX ROW

S08: 3' (P07-P08)
ABAN: 1/0 AL UG - A

LINES WERE NOT SURVEYED. LOCATIONS ARE APPROXIMATED FROM FIELD MEASUREMENTS.

S10: 37' (P09-P10)
ABAN: 4/0 AL UG TPX - SVC

P09: SEC PEDESTAL
REM: MD SEC PED (25.02-105)

WOOD FARM PL

E 191ST ST

MATCHLINE

MATCHLINE

P13, P10, P09, P07, P08, P06, P14, P23, P17

3U, ABAN, S10: 37' (P09-P10), S09: 115' (P08-P09), S14: 170' (P07-P15), S15: 160' (P08-P15), S07: 90' (P06-P07), S30: 46' (P23-P17)

130+00, 131+00, 132+00, 133+00, 134+00

SOURCE
556 AAC - ABC
4/0 AAAC - N

S07: 90' (P06-P07)
ABAN: 1/0 AL UG - ABC

NOTE: FEED FROM POLE HMI-29161 IS RADIAL & WILL REQUIRE A PLANNED OUTAGE

CONSTRUCTION LIMITS

ROW

P06: POLE HMI-29161 (45'-2)
REIMBURSABLE UNDER WO# 58772070
REM: 4" 3PH PRI RISER (21.03-100)
125A FUSES W/ 200A CUTOUTS (ABC)
INS: 4" 3PH PRI RISER (21.03-100)
125A FUSES W/ 200A CUTOUTS (ABC)

P14: POLE HMI-29162
BACKFILL W/ FILL FLOW
REIMBURSABLE UNDER WO# 58772070
REM: POLE WD 60'-H1
3PH ALLEY-ARM TAN (03.11-152)

S30: 46' (P23-P17)
REIMBURSABLE UNDER WO# 58772070
REM: 556 AAC - ABC
4/0 AAAC - N

P17: POLE HMI-29163
REIMBURSABLE UNDER WO# 58772070
REM: POLE WD 60'-H1
3PH ALLEY-ARM TAN (03.11-152)
15KVA XFMR 7.2KV 120/240V - C
SVC ATTACHMENT

REMOVALS ONLY

SHEET 1 SHEET 2/3 SHEET 2/3 SHEET 4

N

General Information	
Des No.	N/A
Road Widening	
E 191st St (Grand Park Blvd to Tomlinson Rd)	
City of Westfield	
Hamilton County	
Washington Twp	

Work Order Information		
Distribution Non-Reimbursable		
Emax #	Project Code	OU / Center
54480334	MX4480334	V542 / S429
Distribution Reimbursable		
Emax #	Project Code	OU / Center
58772070	MX8772070	V542 / S429

Circuit Information
Distribution
Westfield Casey Rd (648) 1243 (12.47/7.2 KV)
Transmission

Duke Energy Legend			
	Existing Duke Pole		Existing Downguy
	Proposed Duke Pole		Proposed Downguy
REM	Remove Duke Pole		Distribution Line
	Existing Foreign Pole		Secondary / Service Line
	Proposed Foreign Pole	/	Area / Street Light
REM	Remove Foreign Pole	/	Proposed / Existing Fuse

ILLNESS ZERO INJURY

811 Know what's below. Call before you dig.

DUKE ENERGY.	INDEX 12kV DISTRIBUTION LINES	SCALE 1" = 30'
	DETAIL E 191ST ST ROAD WIDENING	
DATE September 30, 2025	LOCATION (40.064283, -86.145991)	
DRAWN Manuel S. Mireles	PHONE (248) 926-3500	
ELECTRIC DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE	DWG NO SHEET 2 OF 9

SAFETYFirst
- PERSONAL ACCOUNTABILITY
- ACTIVE CARING
- HAZARD RECOGNITION

Upstream Protection
Breaker at Sub Westfield Casey Rd (648) Circuit 1243
Located at 800 W 193rd St, Sheridan, IN 46069

CIRCLE FOR SAFETY — DUKE ENERGY

Safety Reminders / Adverse Conditions
Remember "Your Circle of Safety"

REMEMBER: Work zone area conditions may have changed for this job. Everyone is responsible for verifying the safety information is correct prior to any work being performed each day.

Other Project Notes
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION
TRAFFIC FLAGGING REQUIRED

P11: PAD HMI-57774
PLACE 38' N & 32' E OF P07
PLACE 8' S OF PROP ROW
SHORING MAY BE NEEDED
INS: 3PH S-MOD / 4 WAY (25.01-105)
(7) 1/0 200A ELBOWS

P12: PAD HMI-57775
PLACE 38' N & 35' E OF P08
PLACE 8' S OF PROP ROW
INS: 25KVA UG XFMR - A (120/240V) (27.02-136)
1/0AL 200A ELBOW

S12: 10' (P11-P12)
DUKE TO TRENCH MIN 4' BELOW EX GRADE
INS: 1/0 AL UG - A

TRF: 26'

(3) 1/0 AL UG

3U

S16: 110' (P11-P13)

S13: 67' (P12-P10)

P11 P12 P10 P13

LINES WERE NOT SURVEYED. LOCATIONS ARE APPROXIMATED FROM FIELD MEASUREMENTS

S16: 110' (P11-P13)
DUKE TO TRENCH MIN 4' BELOW EX GRADE
INS: 1/0 AL UG - A
1/0 AL UG - B
1/0 AL UG - C

P13: SPLICE PIT
SPLICE APPROX. 48' N & 135' E OF HMI-46870
LOCATE & SPLICE WITHIN EX ROW
INS: SPLICE PIT
(3) 1PH 1/0 AL SPLICES

S13: 67' (P12-P10)
DUKE TO TRENCH MIN 3' BELOW EX GRADE
INS: 4/0 AL UG TPX - SEC

P10: PEDESTAL HMI-57776
INSTALL 35' N & 11' W OF EX PED
SPLICE INTO EX SEC LINE
INS: MD SEC PED (25.02-105)

PROP ROW

EX ROW

CONSTRUCTION LIMITS

CRITICAL DEPTH:
BORE 8' BELOW EX GRADE
126' FROM POLE HMI-29161

WOOD FARM PL

E 191ST ST

MATCHLINE

MATCHLINE

S11: 135' (P06-P11)

130+00 131+00 132+00 133+00 134+00

CRITICAL DEPTH:
BORE 6' BELOW EX GRADE
26' FROM POLE HMI-29161

P06 P15 P16 P23 P24

TRF: 108' TRF: 136' TRF: 90' TRF: 22' (1/0 AL TPX)

S23: 45' (P23-P24)

LOAD

SOURCE
556 AAC - ABC
4/0 AAAC - N

S11: 135' (P06-P11)
DUKE TO BORE MIN 4' BELOW EX GRADE
SEE CRITICAL DEPTH CALLOUTS
INS: 1/0 AL UG - ABC
4" HDPE CONDUIT

CONSTRUCTION LIMITS

ROW

NOTE: FEED FROM POLE HMI-29161 IS RADIAL & WILL REQUIRE A PLANNED OUTAGE

SHEET 1 SHEET 2/3

SHEET 2/3 SHEET 4

P06: POLE HMI-29161 (45'-2)
REIMBURSABLE UNDER WO# 58772070
REM: 4" 3PH RISER (21.03-100)
125A FUSES W/ 200A CUTOUTS (ABC)
INS: 4" 3PH RISER (21.03-100)
125A FUSES W/ 200A CUTOUTS (ABC)

P15: POLE HMI-57760
INSTALL POLE 108' E OF HMI-29161
REIMBURSABLE UNDER WO# 58772070
INS: POLE WD 45'-4
3PH HORZ TAN (03.11-103)

P16: POLE HMI-57761
INSTALL POLE 136' W OF HMI-29163
REIMBURSABLE UNDER WO# 58772070
INS: POLE WD 50'-2
3PH HORZ TAN (03.11-103)

P23: POLE HMI-57762
INSTALL POLE 46' W OF HMI-29163
REIMBURSABLE UNDER WO# 58772070
INS: POLE WD 50'-2
3PH BUCK ARM (03.11-119) (SLACK SE)
15KVA XFMR 7.2KV 120/240V - C
SVC ATTACHMENT
GUY SGL - 14" ANCH - 25' LL (E)
GUY DBL - 14" ANCH - 20' LL (E)

S23: 45' (P23-P24)
REIMBURSABLE UNDER WO# 58772070
INS: 556 AAC - ABC
4/0 AAAC - N
(SLACK)

P24: POLE HMI-57763
INSTALL POLE 16' W & 35' S OF HMI-29163
INSTALL POLE 5' NORTH OF EX ROW
REIMBURSABLE UNDER WO# 58772070
INS: POLE WD 50'-2
3PH BUCK ARM (03.11-119)
(SLACK NW & E)

INSTALLS ONLY

N

General Information	
Des No.	N/A
Road Widening	
E 191st St (Grand Park Blvd to Tomlinson Rd)	
City of Westfield	
Hamilton County	
Washington Twp	

Work Order Information		
Distribution Non-Reimbursable		
Emax #	Project Code	OU / Center
54480334	MX4480334	V542 / S429
Distribution Reimbursable		
Emax #	Project Code	OU / Center
58772070	MX8772070	V542 / S429

Circuit Information
Distribution
Westfield Casey Rd (648) 1243 (12.47/7.2 KV)
Transmission

Duke Energy Legend			
	Existing Duke Pole		Existing Downguy
	Proposed Duke Pole		Proposed Downguy
REM	Remove Duke Pole		Distribution Line
	Existing Foreign Pole		Secondary / Service Line
	Proposed Foreign Pole	/	Area / Street Light
REM	Remove Foreign Pole	/	Proposed / Existing Fuse

ILLNESS ZERO INJURY

811 Know what's below. Call before you dig.

DUKE ENERGY.

INDEX	12kV DISTRIBUTION LINES	SCALE	1" = 30'
DETAIL	E 191ST ST ROAD WIDENING		
DATE	September 30, 2025	LOCATION	(40.064283, -86.145991)
DRAWN	Manuel S. Mireles	PHONE	(248) 926-3500
ELECTRIC DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE	DWG NO	SHEET 3 OF 9

SAFETYFirst
▶ PERSONAL ACCOUNTABILITY
▶ ACTIVE CARING
▶ HAZARD RECOGNITION

Upstream Protection
Breaker at Sub Westfield Casey Rd (648) Circuit 1243
Located at 800 W 193rd St, Sheridan, IN 46069

CIRCLE FOR SAFETY — DUKE ENERGY

Safety Reminders / Adverse Conditions
Remember "Your Circle of Safety"

REMEMBER: Work zone area conditions may have changed for this job. Everyone is responsible for verifying the safety information is correct prior to any work being performed each day.

Other Project Notes
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION
TRAFFIC FLAGGING REQUIRED

P32: POLE HMI-57772
INSTALL POLE 18' N OF 060-793
INSTALL POLE ON PROPERTY LINE
INSTALL 40' DUE TO CLEARANCES OVER ROAD
INS: POLE WD 40'-4
SEC FRAMING

P31: POLE 060-793
REM: POLE WD 30'-7
SEC FRAMING

TREE TRIMMING TO BE DONE BEFORE DUKE ENERGY STAKING AND CONSTRUCTION

PROPOSED ROW

CONSTRUCTION LIMITS

EX ROW

MATCHLINE

MATCHLINE

E 191ST ST

TRF: 67
2 AL TPX

134+00 135+00 136+00 137+00 138+00

S33: 70' (P19-P31) REM

S34: 119' (P27-P32)

S18: 159' (P17-P18)

S19: 168' (P18-P19)

S20: 183' (P19-P20)

LOAD

REM

P17 P18 P19 P32 P31

SOURCE
556 AAC - ABC
4/0 AAAC - N

SHEET 2/3

SHEET 4

SHEET 4

SHEET 5/6

CONSTRUCTION LIMITS

S25: 138' (P25-P26)

S26: 155' (P26-P27)

S27: 150' (P27-P28)

P24 P25 P26 P27

S24: 50' (P24-P25)

ROW

S34: 119' (P27-P32)
INS: 4/0 AL TPX - SEC
(SVC TENSION)

S33: 70' (P19-P31)
REM: 2 AL TPX - SEC

P19: POLE HMI-29165
REIMBURSABLE UNDER WO# 58772070
REM: POLE WD 45'-2
3PH HORZ TAN (03.11-103)
15KVA XFMR 7.2KV 120/240V - C (06.08-124)
SEC FRAMING

S20: 183' (P19-P20)
REIMBURSABLE UNDER WO# 58772070
REM: 556 AAC - ABC
4/0 AAAC - N

P18: POLE HMI-29164
BACKFILL W/ FILL FLOW
REIMBURSABLE UNDER WO# 58772070
REM: POLE WD 45'-2
3PH HORZ DDE (03.11-120)
DGUY DBL - 14" ANCH - 18' LL (W)
DGUY SGL - 14" ANCH - 15' LL (W)

S19: 168' (P18-P19)
REIMBURSABLE UNDER WO# 58772070
REM: 556 AAC - ABC
4/0 AAAC - N

S18: 159' (P17-P18)
REIMBURSABLE UNDER WO# 58772070
REM: 556 AAC - ABC
4/0 AAAC - N

P25: POLE HMI-57764
INSTALL POLE 34' E & 35' S OF HMI-29163
INSTALL POLE 5' NORTH OF EX ROW
REIMBURSABLE UNDER WO# 58772070
INS: POLE WD 45'-2
3PH HORZ DDE (03.11-120) (SLACK W)
DGUY SGL - 14" ANCH - 25' LL W
DGUY DBL - 14" ANCH - 20' LL W

S25: 138' (P25-P26)
REIMBURSABLE UNDER WO# 58772070
INS: 556 AAC - ABC
4/0 AAAC - N

P26: POLE HMI-57765
INSTALL POLE 14' E & 31' S OF HMI-29164
INSTALL POLE 5' NORTH OF EX ROW
REIMBURSABLE UNDER WO# 58772070
INS: POLE WD 45'-4
3PH HORZ TAN (03.11-103)

S26: 155' (P26-P27)
REIMBURSABLE UNDER WO# 58772070
INS: 556 AAC - ABC
4/0 AAAC - N

P27: POLE HMI-57766
INSTALL POLE 32' S OF HMI-29165
INSTALL POLE 5' NORTH OF EX ROW
INSTALL 50' DUE TO CLEARANCES OVER ROAD
REIMBURSABLE UNDER WO# 58772070
INS: POLE WD 50'-2
3PH HORZ TAN (03.11-103)
25KVA XFMR 7.2KV 120/240V - C (06.08-124)
SEC FRAMING

S24: 50' (P24-P25)
REIMBURSABLE UNDER WO# 58772070
INS: 556 AAC - ABC
4/0 AAAC - N
(SLACK)

S27: 150' (P27-P28)
REIMBURSABLE UNDER WO# 58772070
INS: 556 AAC - ABC
4/0 AAAC - N

N

General Information	
Des No.	N/A
Road Widening	
E 191st St (Grand Park Blvd to Tomlinson Rd)	
City of Westfield	
Hamilton County	
Washington Twp	

Work Order Information		
Distribution Non-Reimbursable		
Emax #	Project Code	OU / Center
54480334	MX4480334	V542 / S429
Distribution Reimbursable		
Emax #	Project Code	OU / Center
58772070	MX8772070	V542 / S429

Circuit Information
Distribution
Westfield Casey Rd (648) 1243 (12.47/7.2 KV)
Transmission

Duke Energy Legend

Existing Duke Pole	Existing Downguy	
Proposed Duke Pole	Proposed Downguy	
Remove Duke Pole	Distribution Line	
Existing Foreign Pole	Secondary / Service Line	
Proposed Foreign Pole	Area / Street Light	
Remove Foreign Pole	Proposed / Existing Fuse	

ILLNESS ZERO INJURY

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DUKE ENERGY.

INDEX	12kV DISTRIBUTION LINES	SCALE	1" = 30'
DETAIL	E 191ST ST ROAD WIDENING		
DATE	September 30, 2025	LOCATION	(40.064283, -86.145991)
DRAWN	Manuel S. Mireles	PHONE	(248) 926-3500
ELECTRIC DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE	DWG NO	SHEET 4 OF 9

SAFETYFirst
▶ PERSONAL ACCOUNTABILITY
▶ ACTIVE CARING
▶ HAZARD RECOGNITION

Upstream Protection
Breaker at Sub Westfield Casey Rd (648) Circuit 1243
Located at 800 W 193rd St, Sheridan, IN 46069

CIRCLE FOR SAFETY — DUKE ENERGY

Safety Reminders / Adverse Conditions
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Other Project Notes
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TRAFFIC FLAGGING REQUIRED

EASEMENT

2/0 AAAC - C,N

MATCHLINE

DEMAND POINT
NOTE: NO DEMAND POINT SHOWN ON ARGUS
ARGUS MAY SHOW WRONG XFMR FOR 922 E 191ST ST

P33: POLE 196-677
INSTALL NEW POLE 20' N OF EX POLE
PLACE POLE 7' DEEP DUE TO PROPOSED GRADE CHANGE
REIMBURSABLE UNDER WO# 58772070
REM: POLE WD 35'-5
1PH DDE (03.08-120)
DGUY SGL - 14" ANCH - 17' LL (S)
INS: POLE WD 40'-4
1PH DDE (03.08-120)
DGUY DBL - 14" ANCH - 10' LL (S)

CONSTRUCTION LIMITS

PROPOSED ROW

S46: 112' (P21-P44)
ABAN: 4/0 AL UG TPX - SVC

EX ROW

MATCHLINE

P46 — P33 — P20 — P21 — P44 — P22 — P35

S50: 112' (P20-P46) ABAN 3U

S46: 112' (P21-P44) ABAN 3U

S35: 80' (P20-P33) REM

S21: 195' (P20-P21) REM

S22: 49' (P21-P22) REM

138+00 — 140+00 — 141+00 — 142+00

E 191ST ST

REM — REM — REM — REM — REM — REM — REM

SOURCE
556 AAC - ABC
4/0 AAAC - N

SHEET 4 — SHEET 5/6 — SHEET 5/6 — SHEET 7/8

LOAD

TRF: 155'

ROW

S35: 80' (P20-P33)
REM: 1/0 AAAC - C,N

S50: 112' (P20-P46)
ABAN: 4/0 AL UG TPX - SVC

P20: POLE HMI-29166
BACKFILL W/ FILL FLOW
REIMBURSABLE UNDER WO# 58772070
REM: POLE WD 45'-2
3PH HORZ TAN (03.11-103)
1PH TAP (03.11-130)
80A FUSE W/ 100A CUTOUT (C)
15KVA XFMR 7.2KV 120/240V - C
2" SEC RISER
INS: SPLICE PIT
4/0 AL TPX SPLICE

S21: 195' (P20-P21)
REIMBURSABLE UNDER WO# 58772070
REM: 556 AAC - ABC
4/0 AAAC - N

P21: POLE HMI-29167
BACKFILL W/ FILL FLOW
REIMBURSABLE UNDER WO# 58772070
REM: POLE WD 45'-2
3PH HORZ LG ANGLE (03.11-116)
1PH TAP (03.11-130)
80A FUSE W/ 100A CUTOUT (C)
25KVA XFMR 7.2KV 120/240V - C
2" SEC RISER
DGUY SGL - 14" ANCH - 18' LL (E)
DGUY DBL - 14" ANCH - 14' LL (E)

P35: POLE 067-292
REIMBURSABLE UNDER WO# 58772070
REM: POLE WD 35'-5
1PH DE (03.08-125)
25KVA XFMR 7.2KV 120/240V - C
2" SEC RISER

S22: 49' (P21-P22)
REIMBURSABLE UNDER WO# 58772070
REM: 556 AAC - ABC
4/0 AAAC - N

S37: 74' (P21-P35)
REIMBURSABLE UNDER WO# 58772070
REM: 6A CWC - C,N

P22: POLE HMI-29466 (45'-2)
REIMBURSABLE UNDER WO# 58772070
REM: 3PH HORZ LG ANGLE (03.11-116)
DGUY SGL - 14" ANCH - 20' LL (W)
DGUY DBL - 14" ANCH - 16' LL (W)
INS: 3PH HORZ DDE (03.11-120)
25KVA XFMR 7.2KV 120/240V - C
2" SEC RISER

CONSTRUCTION LIMITS

REMOVALS ONLY

N

General Information	
Des No.	N/A
Road Widening	
E 191st St (Grand Park Blvd to Tomlinson Rd)	
City of Westfield	
Hamilton County	
Washington Twp	

Work Order Information		
Distribution Non-Reimbursable		
Emax #	Project Code	OU / Center
54480334	MX4480334	V542 / S429
Distribution Reimbursable		
Emax #	Project Code	OU / Center
58772070	MX8772070	V542 / S429

Circuit Information
Distribution
Westfield Casey Rd (648) 1243 (12.47/7.2 KV)
Transmission

Duke Energy Legend			
	Existing Duke Pole		Existing Downguy
	Proposed Duke Pole		Proposed Downguy
REM	Remove Duke Pole		Distribution Line
	Existing Foreign Pole		Secondary / Service Line
	Proposed Foreign Pole	/	Area / Street Light
REM	Remove Foreign Pole	/	Proposed / Existing Fuse

ILLNESS ZERO INJURY

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DUKE ENERGY.

INDEX	12kV DISTRIBUTION LINES	SCALE	1" = 30'
DETAIL	E 191ST ST ROAD WIDENING		
DATE	September 30, 2025	LOCATION	(40.064283, -86.145991)
DRAWN	Manuel S. Mireles	PHONE	(248) 926-3500
ELECTRIC DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE	DWG NO	SHEET 5 OF 9

SAFETYFirst
- PERSONAL ACCOUNTABILITY
- ACTIVE CARING
- HAZARD RECOGNITION

Upstream Protection
Breaker at Sub Westfield Casey Rd (648) Circuit 1243
Located at 800 W 193rd St, Sheridan, IN 46069

CIRCLE FOR SAFETY — DUKE ENERGY

Safety Reminders / Adverse Conditions
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Other Project Notes
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION
TRAFFIC FLAGGING REQUIRED

CRITICAL DEPTH:
BORE 4' BELOW EX GRADE
133' FROM POLE HMI-57767

EASEMENT

MATCHLINE

TRF: 138'
2/0 AAAC - C,N

DEMAND POINT
NOTE: NO DEMAND POINT SHOWN ON ARGUS
ARGUS MAY SHOW WRONG XFMR FOR 922 E 191ST ST

P46: SPLICE PIT
SPLICE APPROX 110' N & 10' E OF P20
LOCATE & SPLICE WITHIN PROP ROW
INS: SPLICE PIT
4/0 AL TPX SPLICE

P33: POLE 196-677
INSTALL NEW POLE 20' N OF EX POLE
PLACE POLE 7' DEEP DUE TO PROPOSED GRADE CHANGE
REIMBURSABLE UNDER WO# 58772070
REM: POLE WD 35'-5
1PH DDE (03.08-120)
DGUY SGL - 14" ANCH - 17' LL (S)
INS: POLE WD 40'-4
1PH DDE (03.08-120)
DGUY DBL - 14" ANCH - 10' LL (S)

P44: SPLICE PIT
SPLICE APPROX 112' N & 12' W OF P21
LOCATE & SPLICE WITHIN PROP ROW
INS: SPLICE PIT
4/0 AL TPX SPLICE

PROPOSED ROW

CRITICAL DEPTH:
BORE 8' BELOW EX GRADE
113' FROM POLE HMI-29466

CONSTRUCTION LIMITS

EX ROW

MATCHLINE

P33 P46 P44

3U

S51: 150' (P28-P46)

S36: 125' (P28-P33)

S47: 154' (P22-P44)

138+00 139+00 140+00 141+00 142+00

E 191ST ST

SOURCE
556 AAC - ABC
4/0 AAAC - N

SHEET 4 SHEET 5/6

CRITICAL DEPTH:
BORE 4' BELOW EX GRADE
33' FROM POLE HMI-57767

CRITICAL DEPTH:
BORE 4' BELOW EX GRADE
37' FROM POLE HMI-29466

S28: 120' (P28-P29)

S29: 142' (P29-P22)

P28 P29 P22

REM REM

TRF: 155'

SHEET 5/6 SHEET 7/8

LOAD

ROW

S36: 115' (P28-P33)
INS: 1/0 AAAC - C,N

S51: 150' (P28-P46)
DUKE TO BORE MIN 3' BELOW EX GRADE
SEE CRITICAL DEPTH CALLOUTS
INS: 4/0 AL UG TPX - SVC
2" SEC CONDUIT

S47: 154' (P22-P44)
DUKE TO BORE MIN 3' BELOW EX GRADE
SEE CRITICAL DEPTH CALLOUTS
INS: 4/0 AL UG TPX - SVC
2" SEC CONDUIT

CONSTRUCTION LIMITS

P28: POLE HMI-57767
INSTALL POLE 32' S & 33' W OF HMI-29166
REIMBURSABLE UNDER WO# 58772070
INS: POLE WD 45'-2
3PH HORZ TAN (03.11-103)
1PH PRI TAP (03.11-130)
80A FUSE W/ 100A CUTOUT (C)
25KVA XFMR 7.2KV 120/240V - C (06.08-140)
2" SEC RISER
DGUY DBL - 14" ANCH - 8' LL (S)

S28: 120' (P28-P29)
REIMBURSABLE UNDER WO# 58772070
INS: 556 AAC - ABC
4/0 AAAC - N

P29: POLE HMI-57768
INSTALL POLE 87' E & 32' S OF HMI-29166
REIMBURSABLE UNDER WO# 58772070
INS: POLE WD 45'-4
3PH HORZ TAN (03.11-103)

S29: 142' (P29-P22)
REIMBURSABLE UNDER WO# 58772070
INS: 556 AAC - ABC
4/0 AAAC - N

P22: POLE HMI-29466 (45'-2)
REIMBURSABLE UNDER WO# 58772070
REM: 3PH HORZ LG ANGLE (03.11-119)
DGUY SGL - 14" ANCH - 20' LL (W)
DGUY DBL - 14" ANCH - 16' LL (W)
INS: 3PH HORZ DDE (03.11-120)
25KVA XFMR 7.2KV 120/240V - C
2" SEC RISER

INSTALLS ONLY

N

General Information	
Des No.	N/A
Road Widening	
E 191st St (Grand Park Blvd to Tomlinson Rd)	
City of Westfield	
Hamilton County	
Washington Twp	

Work Order Information		
Distribution Non-Reimbursable		
Emax #	Project Code	OU / Center
54480334	MX4480334	V542 / S429
Distribution Reimbursable		
Emax #	Project Code	OU / Center
58772070	MX8772070	V542 / S429

Circuit Information
Distribution
Westfield Casey Rd (648) 1243 (12.47/7.2 KV)
Transmission

Duke Energy Legend

Existing Duke Pole		Existing Downguy	
Proposed Duke Pole		Proposed Downguy	
Remove Duke Pole	REM	Distribution Line	
Existing Foreign Pole		Secondary / Service Line	
Proposed Foreign Pole		Area / Street Light	
Remove Foreign Pole	REM	Proposed / Existing Fuse	

ILLNESS ZERO INJURY

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DUKE ENERGY.

INDEX	12kV DISTRIBUTION LINES	SCALE	1" = 30'
DETAIL	E 191ST ST ROAD WIDENING		
DATE	September 30, 2025	LOCATION	(40.064283, -86.145991)
DRAWN	Manuel S. Mireles	PHONE	(248) 926-3500
ELECTRIC DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE	DWG NO	SHEET 6 OF 9

SAFETYFirst
- PERSONAL ACCOUNTABILITY
- ACTIVE CARING
- HAZARD RECOGNITION

Upstream Protection
Breaker at Sub Westfield Casey Rd (648) Circuit 1243
Located at 800 W 193rd St, Sheridan, IN 46069

CIRCLE FOR SAFETY — DUKE ENERGY

Safety Reminders / Adverse Conditions
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Other Project Notes
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION
TRAFFIC FLAGGING REQUIRED

P40: DEMAND POINT DISCONNECT/RECONNECT SVC
CITY OF WESTFIELD
961 E 191ST ST, WESTFIELD, IN 46074

S40: 120' (P37-P40)
ABAN: 4/0 AL UG TPX - SVC

P40

MATCHLINE — SHEET 5/6

MATCHLINE — SHEET 7/8

CONSTRUCTION LIMITS

PROPOSED ROW

EX ROW

E 191ST ST

143+00

144+00

145+00

146+00

147+00

LOAD

ABAN 3Ø

S40: 120' (P37-P40)

ABAN 3Ø

ABAN 3Ø

S44: 64' (P43-P37)
REIMBURSABLE UNDER WO# 58772070
REM: 556 AAC - ABC
4/0 AAAC - N

S43: 20' (P38-P42)
ABAN: 1/0 AL UG - C

ABAN

ABAN

REM

REM

REM

REM

REM

REM

REM

REM

REM

REM

P36 P43 P37 P38 P39

SOURCE
556 AAC - ABC
4/0 AAAC - N

S38: 56' (P37-P38)
REM: 556 AAC - ABC
4/0 AAAC - N

S39: 21' (P38-P39)
REM: 556 AAC - ABC
4/0 AAAC - N

CONSTRUCTION LIMITS

PROPOSED ROW

EX ROW

MONON TRAIL

P36: POLE HMI-29467 (45'-2)
REIMBURSABLE UNDER WO# 58772070
REM: 3PH HORZ TAN (03.11-103)
INS: 3PH HORZ DDE (SLACK E) (03.11-120)
15KVA XFMR 7.2KV 120/240V - C
2" SEC RISER
DGUY SGL - 14" ANCH - 25' LL (E)
DGUY DBL - 14" ANCH - 20' LL (E)

P37: POLE HMI-29468
BACKFILL W/ FILL FLOW
REIMBURSABLE UNDER WO# 58772070
REM: POLE 45'-2 WD
3PH HORZ TAN (03.11-103)
15KVA XFMR 7.2KV 120/240V - C
2" SEC RISER

P38: POLE HMI-29469
REM: POLE 45'-2 WD
3PH HORZ DDE (03.11-120)
2" 1PH PRI RISER (21.02-100)
200A FUSE W/ 200A CUTOUT - C
DGUY SGL - 14" ANCH - 20' LL (E)
DGUY DBL - 14" ANCH - 16' LL (E)

P39: POLE HMI-29470
REM: POLE 45'-2 WD
3PH HORZ DE (03.11-127)
6" 3PH PRI RISER (21.05-110)
3PH 600A CUTOUT SW (08.12-200)
(191ST ST & TOMLINSON CABLE DISC #4)
INS: SPLICE PIT
3PH 1000KCMIL AL PRI SPLICE

REMOVALS ONLY

N

General Information	
Des No.	N/A
Road Widening	
E 191st St (Grand Park Blvd to Tomlinson Rd)	
City of Westfield	
Hamilton County	
Washington Twp	

Work Order Information		
Distribution Non-Reimbursable		
Emax #	Project Code	OU / Center
54480334	MX4480334	V542 / S429
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Emax #	Project Code	OU / Center
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Circuit Information
Distribution
Westfield Casey Rd (648) 1243 (12.47/7.2 KV)
Transmission

Duke Energy Legend			
	Existing Duke Pole		Existing Downguy
	Proposed Duke Pole		Proposed Downguy
REM	Remove Duke Pole		Distribution Line
	Existing Foreign Pole		Secondary / Service Line
	Proposed Foreign Pole		Area / Street Light
REM	Remove Foreign Pole		Proposed / Existing Fuse

ILLNESS ZERO INJURY

811 Know what's below. Call before you dig.

DUKE ENERGY.

INDEX	12kV DISTRIBUTION LINES	SCALE	1" = 30'
DETAIL	E 191ST ST ROAD WIDENING		
DATE	September 30, 2025	LOCATION	(40.064283, -86.145991)
DRAWN	Manuel S. Mireles	PHONE	(248) 926-3500
ELECTRIC DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE	DWG NO	SHEET 7 OF 9

SAFETYFirst
- PERSONAL ACCOUNTABILITY
- ACTIVE CARING
- HAZARD RECOGNITION

Upstream Protection
Breaker at Sub Westfield Casey Rd (648) Circuit 1243
Located at 800 W 193rd St, Sheridan, IN 46069

CIRCLE FOR SAFETY — DUKE ENERGY

Safety Reminders / Adverse Conditions
Remember "Your Circle of Safety"

REMEMBER: Work zone area conditions may have changed for this job. Everyone is responsible for verifying the safety information is correct prior to any work being performed each day.

Other Project Notes
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION
TRAFFIC FLAGGING REQUIRED

P40: DEMAND POINT
DISCONNECT/RECONNECT SVC
CITY OF WESTFIELD
961 E 191ST ST, WESTFIELD, IN 46074

PROPOSED ROW

CONSTRUCTION LIMITS

EX ROW

MATCHLINE

CRITICAL DEPTH:
BORE 12' BELOW EX GRADE
96' FROM POLE HMI-29467

S41: 132' (P36-P40)
DUKE TO BORE MIN 4' BELOW EX GRADE
SEE CRITICAL DEPTHS
INS: 4/0 AL UG TPX - SVC

P40

E 191ST ST

143+00 144+00 145+00 146+00 147+00

S41: 132' (P36-P40)

3U

CRITICAL DEPTH:
BORE 9' BELOW EX GRADE
21' FROM HMI-29467

CRITICAL DEPTH:
BORE 10' BELOW EX GRADE
75' FROM POLE HMI-57769

LOAD

SOURCE
556 AAC - ABC
4/0 AAAC - N

SHEET 5/6

SHEET 7/8

S42: 170' (P41-P42)

P36 P41 P43 INST P39

TRF: 30'

TRF: 20'

S45: 160' (P43-P39)

SHEET 7/8

SHEET 9

CONSTRUCTION LIMITS

P42: SPLICE PIT
SPLICE APPROX 28' E & 9' N OF HMI-29469
LOCATE & SPLICE WITHIN EX ROW
INS: SPLICE PIT
1/0 AL SPLICES

P36: POLE HMI-29467 (45'-2)
REIMBURSABLE UNDER WO# 58772070
REM: 3PH HORZ TAN (03.11-103)
INS: 3PH HORZ DDE (SLACK E) (03.11-120)
15KVA XFMR 7.2KV 120/240V - C
2" SEC RISER
DGUY SGL - 14" ANCH - 25' LL (E)
DGUY DBL - 14" ANCH - 20' LL (E)

CRITICAL DEPTH:
BORE 10' BELOW EX GRADE
50' FROM POLE HMI-57770

EX ROW

PROP ROW

MONON TRAIL

P39: POLE HMI-29470
REM: POLE 45'-2 WD
3PH HORZ DE (03.11-127)
6" 3PH PRI RISER (21.05-110)
3PH 600A CUTOUT SW (08.12-200)
(191ST ST & TOMLINSON CABLE DISC #4)
INS: SPLICE PIT
3PH 1000KCMIL AL PRI SPLICE

P41: POLE HMI-57769
INSTALL POLE 30' E OF HMI-29467
REIMBURSABLE UNDER WO# 58772070
INS: POLE 45'-2 WD
3PH HORZ TAN (03.11-103)
2" 1PH PRI RISER (21.02-100)
200A FUSE W/ 200A CUTOUT - C

P43: POLE HMI-57770
INSTALL POLE 50' E OF HMI-29467
REIMBURSABLE UNDER WO# 58772070
INS: POLE 45'-2 WD
3PH HORZ DE (SLACK W) (03.11-127)
6" 3PH PRI RISER (21.05-110)
3PH 600A CUTOUT SW (08.12-200)
(191ST ST & TOMLINSON CABLE DISC #5)

S45: 150' (P43-P39)
DUKE TO BORE MIN 6' BELOW GRADE
SEE CRITICAL DEPTH CALLOUTS
INS: 1000KCMIL AL UG - ABC
6" PRI CONDUIT

INSTALLS ONLY

N

General Information	
Des No.	N/A
Road Widening	
E 191st St (Grand Park Blvd to Tomlinson Rd)	
City of Westfield	
Hamilton County	
Washington Twp	

Work Order Information		
Distribution Non-Reimbursable		
Emax #	Project Code	OU / Center
54480334	MX4480334	V542 / S429
Distribution Reimbursable		
Emax #	Project Code	OU / Center
58772070	MX8772070	V542 / S429

Circuit Information
Distribution
Westfield Casey Rd (648) 1243 (12.47/7.2 KV)
Transmission

Duke Energy Legend			
	Existing Duke Pole		Existing Downguy
	Proposed Duke Pole		Proposed Downguy
REM	Remove Duke Pole		Distribution Line
	Existing Foreign Pole		Secondary / Service Line
	Proposed Foreign Pole	/	Area / Street Light
REM	Remove Foreign Pole	/	Proposed / Existing Fuse

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DUKE ENERGY.

INDEX	12kV DISTRIBUTION LINES	SCALE	1" = 30'
DETAIL	E 191ST ST ROAD WIDENING		
DATE	September 30, 2025	LOCATION	(40.064283, -86.145991)
DRAWN	Manuel S. Mireles	PHONE	(248) 926-3500
ELECTRIC DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE	DWG NO	SHEET 8 OF 9

SAFETYFirst
- PERSONAL ACCOUNTABILITY
- ACTIVE CARING
- HAZARD RECOGNITION

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Safety Reminders / Adverse Conditions
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REMEMBER: Work zone area conditions may have changed for this job. Everyone is responsible for verifying the safety information is correct prior to any work being performed each day.

Other Project Notes
CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS, INVERTS, AND GRADES PRIOR TO CONSTRUCTION
TRAFFIC FLAGGING REQUIRED

CRITICAL DEPTH:
BORE 7' BELOW EX GRADE
50' FROM POLE HMI-57769

CRITICAL DEPTH:
BORE 8' BELOW EX GRADE
50' FROM POLE HMI-57769

TRF: 235'
2 ACSR - C.N

LOAD

P45: POLE HMI-57771
INSTALL NEW POLE 25' NORTH OF POLE 189-526
INS: POLE WD 40'-4
1PH DE (03.08-125)
2" 1PH PRI RISER
80A FUSE W/ 100A RISER (C)
DGUY DBL - 14" ANCH - 10' LL (S)

P42: POLE 189-526
REM: POLE WD 40'-4
1PH DE (03.08-125)
2" 1PH PRI RISER
80A FUSE W/ 100A RISER (C)
DGUY DBL - 14" ANCH - 10' LL (S)

P45
S
REM
P42
REM
REM

MATCHLINE

147+00
148+00
149+00
150+00
151+00

SOURCE
1000MIL AL UG - ABC
1/0 AL UG - C

SHEET 7/8
SHEET 9

S49: 575' (P41-P45)
DUKE TO BORE MIN 6' BELOW GRADE
SEE CRITICAL DEPTH CALLOUTS
INS: 1/0 AL UG - C
2" PRI CONDUIT

S43: 400' (P38-P42)
ABAN: 1/0 AL UG - C

CRITICAL DEPTH:
BORE 5' BELOW EX GRADE
390' FROM POLE HMI-57769

CRITICAL DEPTH:
BORE 6' BELOW EX GRADE
455' FROM POLE HMI-57769

LOAD

N

General Information	
Des No.	N/A
Road Widening	
E 191st St (Grand Park Blvd to Tomlinson Rd)	
City of Westfield	
Hamilton County	
Washington Twp	

Work Order Information		
Distribution Non-Reimbursable		
Emax #	Project Code	OU / Center
54480334	MX4480334	V542 / S429
Distribution Reimbursable		
Emax #	Project Code	OU / Center
58772070	MX8772070	V542 / S429

Circuit Information
Distribution
Westfield Casey Rd (648) 1243 (12.47/7.2 KV)
Transmission

Duke Energy Legend

Existing Duke Pole		Existing Downguy	
Proposed Duke Pole		Proposed Downguy	
Remove Duke Pole	REM	Distribution Line	
Existing Foreign Pole		Secondary / Service Line	
Proposed Foreign Pole		Area / Street Light	
Remove Foreign Pole	REM	Proposed / Existing Fuse	

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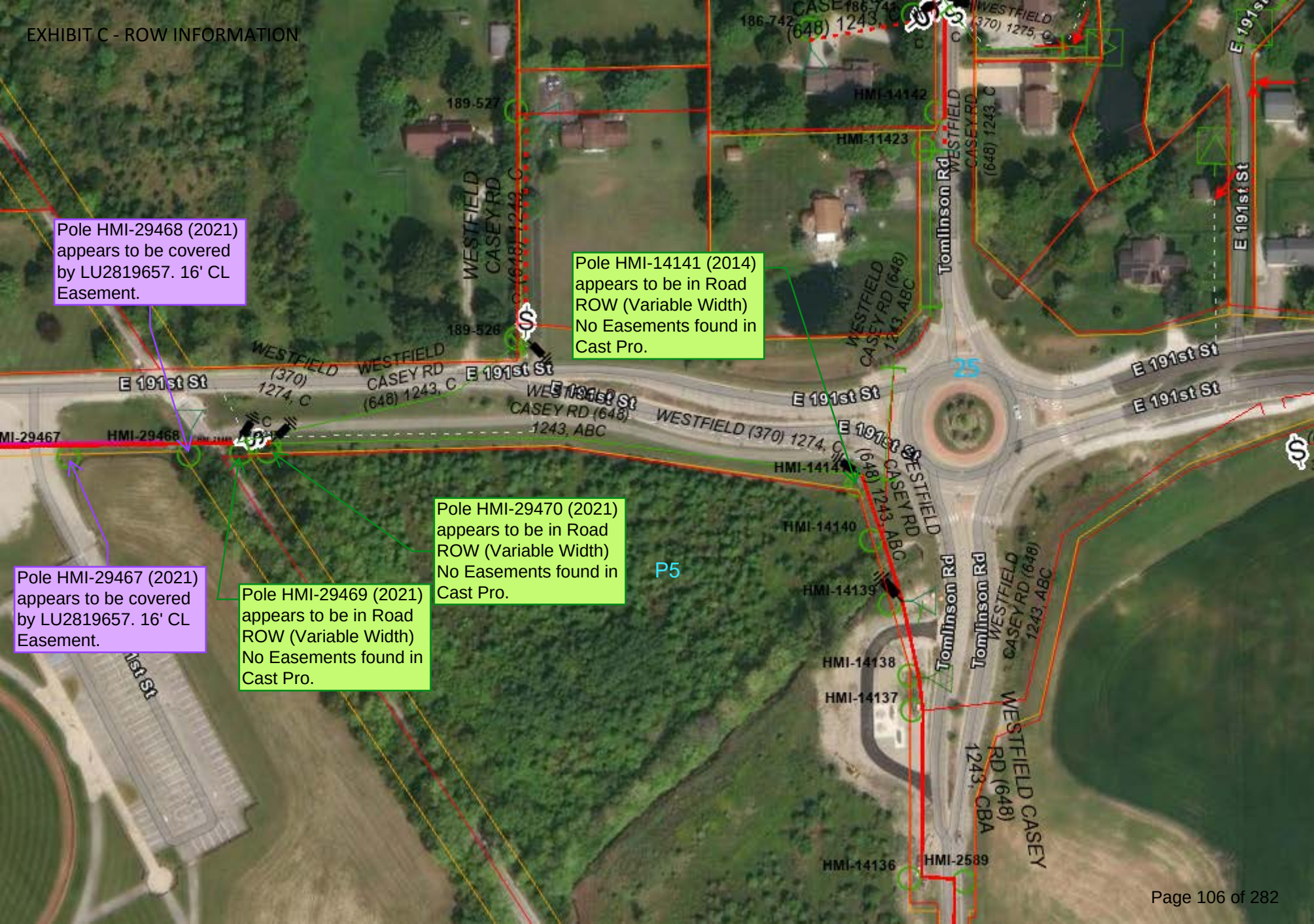
ELECTRIC DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE	DWG NO	SHEET 9 OF 9

EXHIBIT C - ROW INFORMATION



REIMBURSEMENT AGREEMENT

This AGREEMENT made this ____ day of _____, 20__, by and between AT&T Enterprises, LLC, on behalf of itself and its affiliated companies, which has a place of business at 3450 Riverwood Parkway, S. E., Room 162, Atlanta, GA 30339 ("AT&T") and City of Westfield, which has an address of 2706 E 171st Street Westfield, Indiana 46074 ("Developer").

WITNESSETH:

WHEREAS, AT&T is a grantee of an **Easement** that is recorded in the County of Hamilton, State of Indiana (the "Easement"); and

WHEREAS, the **Easement Area** and any AT&T buried cable and associated facilities that have been placed within the **Easement Area** will be adversely impacted by Developer's proposed construction within the **Easement** strip; and

WHEREAS, Developer will reimburse AT&T for AT&T's cost of protecting, relocating and/or lowering a section of the Sheridan-Indianapolis FTA fiber optic cable (the "Cable).

NOW THEREFORE, the parties agree as follows:

1. AT&T will provide engineering, plant protection, labor, materials, and supervision necessary to protect, relocate and/or lower the Cables, as deemed necessary in AT&T's sole judgment (the "Work"). The starting date will be set by the parties so that the Work can be completed as expeditiously as practicable.

2. Developer shall pay AT&T the actual cost of the Work, less the initial $8,000 payment, which is estimated to be Five Hundred One Thousand One Hundred Four Dollars and Fifty Cents ($501,104.50), as shown on attached Exhibit B. The estimated cost shall be paid by Developer upon execution of this Agreement. Developer acknowledges that the estimated cost does not include rock removal costs and that if rock removal is required, the actual cost may greatly exceed the estimated cost. Upon completion of the Work, AT&T will send a final invoice to Developer for the actual cost of the Work. If the actual cost is greater than the estimated amount, Developer will pay to AT&T the difference within thirty (30) days from the invoice date. If the actual cost is less than the estimated amount, AT&T shall reimburse Developer the difference within sixty (60) days from the invoice date. Exhibits A & B are only good for sixty (60) days from the date of receipt of this agreement.

3. Developer agrees to exercise all due caution while working near the Cable, in order to prevent damage to the Cable. Developer agrees:

(a) to notify AT&T by telephone at 1-800 252-1133 at least forty-eight (48) hours prior to performing any construction, demolition or repairs at the Cable location;

(b) to perform construction, demolition, repair, modifications, additions and any other activities in compliance with all applicable laws and regulations and in a manner that does not interfere with the operations of AT&T; and

(c) not to work at the Cable location without AT&T's prior authorization and AT&T's On-Site Work Force personnel being present during the work.

4. Developer (the "Indemnifying Party") shall indemnify, defend and hold harmless AT&T (the "Indemnified Party") from and against any and all claims, demands, actions, losses, damages, assessments, charges, judgments, liabilities, costs and expenses (including reasonable attorneys' fees and disbursements) that may from time to time be asserted by third parties against the Indemnified Party because of any personal injury, including death, to any person or loss of, physical damage to or loss of use of real or tangible personal property, to the extent caused by the negligence or misconduct of the Indemnifying Party, its agents, employees or contractors. For purposes of indemnifications set forth in this Agreement, "Indemnified Party" means AT&T, its affiliates, subsidiaries, parent, successors and assigns and its and their employees, directors, officers, agents, contractors and subcontractors. The Indemnified Party:

4.1 shall notify the Indemnifying Party in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent the Indemnifying Party is prejudiced thereby;

4.2 shall have the right to participate in such defense or settlement with its own counsel and at its own expense, but the Indemnifying Party shall have control of this defense or settlement; and

4.3 shall reasonably cooperate with the defense.

5. AT&T makes no warranties, express or implied, including any implied warranties as to merchantability or fitness for a particular purpose.

6. Notwithstanding any provision of this agreement to the contrary, except as provided in Section 4, in no event shall either party be liable to the other party for any special, incidental, indirect, punitive, reliance or consequential damages, whether foreseeable or not, including, but not limited to, loss of profits or revenue, cost of capital, cost of replacement services, or claims of customers or of other third parties, occasioned by any cause whatsoever, including, without limitation, breach of contract, breach of warranty, negligence or strict liability.

7. **Insurance**

a. With respect to Developer's performance under this Agreement, and in addition to Developer's obligation to indemnify, Developer **if** they are performing any work hereunder or their contractors, at Developer's sole cost and expense shall:
    i. maintain the insurance coverages and limits required by this Section and any additional insurance and/or bonds required by law:
        1. at all times during the term of this Agreement and until completion of all Work associated with this Agreement, whichever is later; and
        2. with respect to any coverage maintained in a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all Work associated with this Agreement, whichever is later. If a "claims-made" policy is maintained, the retroactive date must precede the commencement of Work under this Agreement;
    ii. require each subcontractor who may perform Work under this Agreement or enter upon the Work site to maintain coverages, requirements, and limits at least as broad as those listed in this Section from the time when the subcontractor begins Work, throughout the term of the subcontractor's Work and, with respect to any coverage maintained on a "claims-made" policy, for two (2) years thereafter;
    iii. procure the required insurance from an insurance company eligible to do business in the state or states where Work will be performed and having and maintaining a Financial Strength Rating of "A-" or better and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers' Compensation insurance, Developer may procure insurance from the state fund of the state where Work is to be performed; and
    iv. deliver to AT&T certificates of insurance stating the types of insurance and policy limits. Developer shall provide or will endeavor to have the issuing insurance company provide at least 30 days advance written notice of cancellation, non-renewal, or reduction in coverage, terms, or limits to AT&T. Developer shall deliver such certificates:
        1. prior to execution of this Agreement and prior to commencement of any Work;
        2. prior to expiration of any insurance policy required in this Section; and
        3. for any coverage maintained on a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all Work associated with this Agreement, whichever is later.

b. The Parties agree:
    i. the failure of AT&T to demand such certificate of insurance or failure of AT&T to identify a deficiency will not be construed as a waiver of Developer's obligation to maintain the insurance required under this Agreement;

ii. that the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Developer, nor be deemed as a limitation on Developer's liability to AT&T in this Agreement;
iii. Developer may meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance; and
iv. Developer is responsible for any deductible or self-insured retention.

c. The insurance coverage required by this Section includes:
i. Workers' Compensation insurance with benefits afforded under the laws of any state in which the Work is to be performed and Employers Liability insurance with limits of at least:
$500,000 for Bodily Injury – each accident
$500,000 for Bodily Injury by disease – policy limits
$500,000 for Bodily Injury by disease – each employee
To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of AT&T, its Affiliates, and their directors, officers and employees.
In states where Workers' Compensation insurance is a monopolistic state-run system, Developer shall add Stop Gap Employers Liability with limits not less than $500,000 each accident or disease.
ii. Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 12 04 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:
$2,000,000 General Aggregate limit
$1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence
$1,000,000 each occurrence limit for Personal Injury and Advertising Injury
$2,000,000 Products/Completed Operations Aggregate limit
$1,000,000 each occurrence limit for Products/Completed Operations
The Commercial General Liability insurance policy must:
1. include AT&T, its Affiliates, and their directors, officers, and employees as Additional Insureds. Developer shall provide a copy of the Additional Insured endorsement to AT&T. The Additional Insured endorsement may either be specific to AT&T or may be "blanket" or "automatic" addressing any person or entity as required by contract. A copy of the Additional Insured endorsement must be provided within 60 days of execution of this Agreement and within 60 days of each Commercial General Liability policy renewal;

2. include a waiver of subrogation in favor of AT&T, its Affiliates, and their directors, officers and employees; and
3. be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T.

ii. Business Automobile Liability insurance with limits of at least $1,000,000 each accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles.

8. Developer shall keep the Cable and other property of AT&T free from all mechanic's, artisan's, materialman's, architect's, or similar services' liens which arise in any way from or as a result of its activities and cause any such liens which may arise to be discharged or released.

9. Except for payment of the cost of the Work, neither party shall have any liability for its delays or its failure in performance due to: fire, explosion, pest damage, power failures, strikes or labor disputes, acts of God, the Elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, or other causes beyond its control, whether or not similar to the foregoing.

10. A party shall be in default if it fails to perform or observe any material term or condition of this Agreement and the failure continues unremedied for thirty (30) days after receipt of written notice (fourteen (14) days in the case of Developer's failure to pay AT&T the estimated and/or actual cost of the Work); provided, however, that when such default (excluding Developer's non-payment) cannot reasonably be cured within such thirty (30) day period, this period will be extended if that party promptly commences to cure the same and prosecutes such curing with due diligence. Upon the default by a party, the other party may terminate this Agreement and pursue any legal remedies it may have under applicable law or principles of equity.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns. Developer shall not assign, transfer, or dispose of this Agreement or any of its rights or obligations hereunder without prior written consent of AT&T; provided, however, that Developer may assign or transfer this Agreement to a controlling or controlled affiliate or to a successor in the event of reorganization, including a merger or sale of substantially all of its assets, without the consent of AT&T. An assignment, transfer or disposition of this Agreement by Developer shall not relieve Developer of any of its obligations under this Agreement. AT&T shall have the right to assign this Agreement and to assign its rights and delegate its obligations and liabilities under this Agreement, either in whole or in party, to any party. An assignment, transfer or disposition of this Agreement by AT&T shall not relieve AT&T of any of its obligations under this Agreement. Neither this Agreement, nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any person or entity not a signatory hereto.

12. Any demand, notice or other communication to be given to a party in connection with this Agreement shall be given in writing and shall be given by personal delivery, by registered or certified mail, return receipt requested, or by commercial overnight delivery service addressed to the recipient as set forth below or to such other address or individual, as may be designated by notice given by the party to the other:

AT&T:

AT&T Enterprises, LLC
3450 Riverwood Parkway
Atlanta, GA 30339
Room 162
Attention: Right of Way Dept.

With a copy to:

AT&T
1425 Route 206
3rd Floor
Bedminster, NJ 07921
Attention: Legal Department – Network Services

Developer:
City of Westfield
2706 E 171st Street
Westfield, IN. 46074

Any demand, notice or other communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and if given by registered or certified mail, return receipt requested or by commercial overnight delivery service on the date of receipt thereof.

13. The failure of either party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, and said provision shall nevertheless be and remain in full force and effect.

14. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Illinois without reference to its choice of law principles.

15. Each party represents and warrants that:

(a) It has full right and authority to enter into, execute, deliver and perform its obligations under this Agreement;

(b) It has taken all requisite corporate action to approve the execution, delivery and performance of this Agreement;

(c) This Agreement constitutes a legal, valid and binding obligation enforceable against such party in accordance with its terms, subject to bankruptcy, insolvency, creditors' rights and general equitable principles; and

(d) Its execution of and performance under this Agreement shall not violate any applicable existing regulations, rules, statutes, or court orders of any local, state or federal government agency, court or body.

16. This Agreement constitutes the entire and final agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior oral and written communications, understandings and agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits referred to herein are an integral part hereof and are hereby made a part of this Agreement. This Agreement may only be modified or supplemented by an instrument in writing executed by a duly authorized representative of each party.

17. Each action or claim against any party arising under or relating to this Agreement shall be made only against such party as a corporate, and any liability relating thereto shall be enforceable only against the corporate assets of such party. No party shall seek to pierce the corporate veil or otherwise seek to impose any liability relating to, or arising from, this Agreement against any shareholder, employee, officer or director of the other party. Each of such persons is an intended beneficiary of the mutual promises set forth in this Section 17 and shall be entitled to enforce the obligations of this Section 17.

18. The relationship between the parties shall not be that of partners, agents or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited to federal income tax purposes. The parties, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

19. This Agreement and each of the parties' respective rights and obligations under this Agreement shall be binding upon and shall inure to benefit of the parties and each of their respective permitted successors and assigns.

20. No provision of this Agreement shall be interpreted to require any unlawful action by either party. If any section or clause of this Agreement is held to be invalid or unenforceable, then the meaning of that section or clause shall be construed so as to

render it enforceable to the extent feasible. If no feasible interpretation would save the section or clause, it shall be severed from this Agreement with respect to the matter in question, and the remainder of the Agreement shall remain in full force and effect. However, in the event such a section or clause is an essential element of the Agreement, the parties shall promptly negotiate a replacement that will achieve the intent of such unenforceable section or clause to the extent permitted by law.

21. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the date first above set forth.

CITY OF WESTFIELD	**AT&T ENTERPIRES, LLC.**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Tax ID: _____	

Exhibit A

OPN: A05A4LN

SCOPE OF WORK

SHERIDAN TO INDIANAPOLIS FT 'A' CABLE
IN – WESTFIELD – 191ST ST. WIDENING/PEDESTRIAN BRIDGE RELOCATION
WESTFIELD, IN

LOCATION:

The project is located within the Monon Trail corridor starting on the north side of 199th Street and ending near Tomlinson Road and 186th Street, Washington Townships, Hamilton County, and State of Indiana. This project will take place in Sections 23, 25 T19N, and R3E.

THE WORK:

The reason for AT&T/T's fiber relocation is to accommodate the widening of 191st Street and construction of a new pedestrian bridge proposed by the City of Westfield. The existing Sheridan to Indianapolis FT 'A' Cable conflicts with the proposed designs and will require a full relocation to avoid the future structures. The Methods of Construction for this relocation project will be directionally boring, exposing the existing innerduct, placement of handholes and marker pole, exposing existing handholes, cable placement and removal. The Materials for this project will be approximately 2,700 feet of one (1) 4-inch **Orange** HDPE SDR11 Pipe E/W two (2) 1 ¼ inch (**orange & orange with black stripe**) HDPE SDR11 smooth wall innerducts, 5,265 feet of two (2) 1 ¼ inch (**orange & orange with black stripe**) HDPE SDR11 smooth wall innerducts, two (2) 36"x48"x24" Quazite Handholes and seventeen (17) 16-foot PVC marker poles. The overall approximate distance of new construction is approximately 7,965 feet. New cable to be installed from splice to splice is approximately 8,400 feet including slack coils.

THE WORK WILL CONSIST OF THE FOLLOWING:

1. Clearing and Grubbing as directed by the project engineer on the East and West sides of the Monon Corridor for approximately 1,400 feet. (Includes the removal and disposal of trees, shrubs, and existing debris within the new Right of Way and temporary construction limits).

2. Locate and expose (pothole) the existing AT&T cable and/or vaults at various locations as directed by the AT&T Technician. An AT&T/T OSP Technician MUST BE present during all excavations involving the existing LIVE AT&T/T Fiber optic cable.

3. Furnish and install One (1) 4 - inch HDPE SDR11 **Orange** duct E/W Two (2) 1.25-inch HDPE SDR11 **orange & orange with black stripe** innerducts by directional bore method for approximately 2,700 feet.

4. Furnish and install Two (2) 1.25-inch HDPE SDR11 **orange & orange with black stripe** innerducts by directional bore method for approximately 5,265 feet.

5. Furnish and install Two (2) 36"x48"x24" Quazite Handholes (sub-surface) at the pre-designated locations with Two-foot minimum coverage over the lids after backfilling.

6. Locate and expose One (1) 36"x48"x24" existing splice handhole on four separate occasions; to install the new innerduct, install new cable, prepare for the final splicing event, and to remove the non-working cable.

7. Expose the north wall of MH #4 to complete Core Drilling for the accommodation of One (1) 4 - inch HDPE SDR11 **Orange** duct E/W Two (2) 1 ¼-inch HDPE SDR11 **orange & orange with black stripe** innerducts.

8. Install the AT&T/T provided fiber optic cable from Splice #3 (199th Street) to Splice #4 (Tomlinson & 186th Street) for approximately 8,400 feet. Install 100-foot slack coils at splice locations and at intermediate handholes. (Includes transportation of Cable Reel to and from the AT&T/T Morgantown, IN Pop site.)

9. Furnish and install Seventeen (17) 16-foot PVC AT&T/T marker poles at the pre-designated locations. INCLUDES: (17) 4" X 4" X 12' Treated Posts and hardware to install signage.

10. Remove for disposal all existing AT&T/T Marker Poles between Splice #3 and Splice #4.

11. Provide personnel and equipment to assist splicers in final cut over to the new cable. Includes all vault preparations and racking of splice cases after the splicing event.

12. Once the final splicing has been completed to the new cable, attempt to remove the non-working cable for disposal and abandon the original 1.25-Inch innerduct in place for approximately 8,000 feet.

13. Restore the project area to "as good as, or better than" its original condition.

Exhibit B

COST ESTIMATE

SHERIDAN-INDIANAPOLIS FT 'A' CABLE

IN - WESTFIELD - 191st ST. WIDENING/PEDESTRIAN BRIDGE RELOCATION

WESTFIELD, IN

A05A4LN

CONSTRUCTION COSTS:

	ITEM	UNIT / REF. SPEC #	EST. QTY	PRICE	AMOUNT
1	Mobilization	LS/105.2	1	$ 7,500.00	$ 7,500.00
2	Clearing & Grubbing (10' - 20' Wide)	LF/302.2	1,400	$ 25.00	$ 35,000.00
3	F & I 2 - 1.25" HDPE SDR 11 Innerducts - Directional Bore	LF/404.1	5,265	$ 30.00	$ 157,950.00
4	F & I 1 - 4" SIDR 11.5 HDPE Pipe E/W 2 - 1 1.25" HDPE SDR 11 - Directional Bore	LF/404.9	2,700	$ 50.00	$ 135,000.00
5	Cable Placement of fiber optic cable- (Pneumatic method)	LF/501.2	8,400	$ 2.00	$ 16,800.00
6	Excavate & Backfill In-Service Splice Handhole 30"x48"x24"	EA/501.6	4	$ 1,750.00	$ 7,000.00
7	Furnish and Install AT&T Marker Poles (16 Foot PVC type)	EA/503.3	17	$ 750.00	$ 12,750.00
8	Core Drilling to Accommodate 4" Pipe or smaller thru Ex. AT&T/T MH Wall	EA/601.1	1	$ 3,000.00	$ 3,000.00
9	F & I - Quazite Handhole 36" x 48" x 24" w/ (Locatable Lids & AT&T Logo)	EA/603.13	2	$ 6,000.00	$ 12,000.00
10	Expose Pipe/Duct and/or Cable - to 72" Depth	LF/801.1	6	$ 500.00	$ 3,000.00
11	Remove AT&T/T Marker Poles for Disposal	EA/801.18	6	$ 750.00	$ 4,500.00
12	Lightguide Cable for Removal	LF/901.2	8,000	$ 1.75	$ 14,000.00
13	Provide personnel and equipment to assist splicers in final cut over	LS/1001	1	$ 5,000.00	$ 5,000.00
			Total		$ 413,500.00

AT&T/T MATERIAL COSTS:

	ITEM	UNIT	EST. QTY	PRICE	AMOUNT
1	Fiber Optic Cable	LF	8,400	$ 1.25	$ 10,500.00
2	Planned Cable Intrusion	EA	2	$ 10,000.00	$ 20,000.00
			Total		$ 30,500.00

ENGINEERING:

	ITEM	UNIT	EST. QTY	PRICE	AMOUNT
1	Project Engineer	HR	500	$ 68.00	$ 34,000.00
2	CAD Technician	HR	140	$ 56.00	$ 7,840.00
3	Project Manager	HR	100	$ 75.00	$ 7,500.00
4	Assistant Engineer	HR	120	$ 45.00	$ 5,400.00
5	Engineering Tech	HR	40	$ 62.50	$ 2,500.00
6	Pedium, Milage, Materials	LS	1	$ 5,864.50	$ 5,864.50
7	PRMTS	LS	1	$ 2,000.00	$ 2,000.00
			Total		$ 65,104.50

CONSTRUCTION COSTS:	$ 413,500.00
MATERIAL COSTS:	$ 30,500.00
ENG. CONST. MANAGEMENT COSTS:	$ 65,104.50
8K PRE-PAYMENT	$ 8,000.00
GRAND TOTAL	$ 501,104.50

AT&T/TRANSMISSION LONG LINES

Date: 1-14-26

Subject:

Utility Relocation Work Plan for:	AT&T/Transmission
Facility Type:	Fiber Optic Cable

Section 1: General Information

A. INDOT/LPA Project Information

1.	DES NO.:	Local
2.	Route Number:	191st Street
3.	Location:	191st St. at Grand Park Blvd East to Tomlinson Rd.
4.	Work Type:	Widening and RAB
5.	Letting Date:	08/01/2025
6.	Date Work Plan Needed	06/08/2025
7.	Target Date for Utility to be out of conflict with INDOT Project	TBD
	Intermediate Phase	Enter Target Date
	Intermediate Phase	Enter Target Date

B. Utility Designated Contact – Information

1.	Designated Contact Name:	Randy Retschlag
2.	Office telephone:	574-842-8830
3.	Mobile telephone:	574-344-8076
4.	Email address:	rretschlag@jmceainc.com
5.	Agency name	JMC Engineers/ AT&T/T
6.	Address:	110 N. Main St.
7.	City, State, Zip Code:	Culver, IN 46511
8.	Construction Emergency Contact:	
	Name:	Pam McGuire
	Number:	248-761-8928

C. By signing here, the Utility has determined to the best of their ability that they do not have facilities within the project area:

Signature of Utility Representative Print Name Date

Note: A signature by the utility representative at item "(C)" fulfills the requirement to complete the rest of this

form and affirms their contact information above is correct

D. INDOT/LPA Utility Coordinator Contact Information

1.	Utility Coordinator Name:	Ben Rankin
2.	Office Telephone:	317-542-3346
3.	Mobile Telephone:	317-642-8816
4.	Email Address:	Ben.Rankin@lochgroup.com
5.	Agency Name:	Lochmueller Group
6.	Address:	3502 Woodview Trace, Suite 150
7.	City, State, Zip Code	Indianapolis, IN, 46268

Section 2: A narrative description of existing facilities within the project limits and any facility relocation that will be required. [IAC 13-3-3(c)]

A. Describe what types of existing active and inactive facilities are present.
AT&T/T has One ACTIVE Fiber Optic Cable located in the center of a 16.5' Easement in favor of AT&T Corp. Within the Monon Trail corridor.

B. Describe the location of existing active and inactive facilities.
The existing cable is mostly under the south/east edge of the existing Monon trail pavement.

C. Describe what will be done with existing active and inactive facilities.
Will attempt to remove the non-use cable from the existing 1 – 1.25-Inch innerduct once the final PCI (cut over) event has been completed. If unsuccessful, will abandon facilities in place.

D. Describe the details of the proposed new facilities.
Relocate facilities approximately 5-Feet West of the existing trail pavement from 199th Street to 186th Street, EXCEPT through the 191st St. Pedestrian Bridge Project Limits where the facilities will shift to the East side of the corridor avoiding all future bridge structures. The new facilities within the (Bridge and Road project limits) will consist of One – 4-Inch HDPE Pipe E/W 2 – 1.25-Inch & 1 – 1-Inch innerducts. The remaining facilities will consist of 2 – 1.25-Inch & 1 – 1-Inch innerducts except in areas requiring The use of One – 4-Inch HDPE Pipe E/W 2 – 1.25-Inch & 1 – 1-Inch innerducts.

E. Describe the proposed location of the new facilities.
The majority of the proposed running line of the new facilities is 5-Feet West of the existing trail pavement. This is to avoid any trail pavement removal/replacement during relocation efforts. Within the bridge and road project limits, the proposed running line will shift back to the East side of the trail, mostly within our original easement limits, before shifting back to the West side once we are clear of the south bridge limits.

F. By signing here, the Utility has determined to the best of their ability that they have facilities within the project area and the facilities are not in conflict with the project based upon the plans received on <**Enter Date Received Plans**>

Signature of Utility Representative | Print Name | Date

Note: A signature by the utility representative at item "(F)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct.

Section 3: A statement whether the facility relocation is or is not dependent on the acquisition of additional property interests with a description of that work. [IAC 13-3-3(c) (2) (B)]
No additional property is required for the work.

Section 4: A statement whether the utility is or is not willing to allow the INDOT contractor to do the required work as part of the highway contract. [IAC 13-3-3(c) (3)]
AT&T/T is not willing to allow INDOT contractors to do the required work. MUST BE "AT&T Approved" contractors.

Section 5: From the date the work plan is approved by both parties; please provide the Utility's pre-construction scheduling information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

A.	The expected lead time in calendar days to obtain required permits:	30 Days
B.	The expected lead time in calendar days to obtain materials:	6 to 8 weeks
C.	The expected lead time in calendar days to schedule work crews:	6 to 8 weeks after Bid results
D.	If the contractor is being selected by competitive bid what is the date of selection?	TBD
E.	The expected lead time in calendar days to obtain new property interests:	N/A
F.	The earliest date when the utility could begin to implement the pre-construction activities of the work plan:	After receiving an Executed, Signed reimbursement agreement.
G.	The total number of calendar days for pre-construction activities: (accounting for concurrent activities)	

Section 6: The Utility Construction Scheduling Information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

A. A statement whether the facility relocation is or is not dependent on work to be done by another utility with a description of that work. [IAC 13-3-3(c)(2)(A)(i)]
The AT&T/T relocation is not dependent on work to be done by other facilities.

1. Utility A, with a description of the required work.

2. Utility B, with a description of the required work.

3. Utility C, with a description of the required work.

B. A statement whether the facility relocation is or is not dependent on work to be done by the department or the department's contractor with a description of that work. [IAC 13-3- 3(c)(2)(A)(ii)]
The AT&T/T relocation is not dependent on work to be done by other facilities.

1. Work item A

2. Work item B

3. Work item C

C. How many calendar days after the events identified in Sec 6 A and B are completed can the utility begin construction: After an Executed Reimbursement Agreement is in place and receive letters to proceed from AT&T Corp.

D. The number of calendar days to complete the relocation work: Establish executed agreement-approx.6 weeks. Bidding process – 2 weeks. Order materials – 4 weeks. Construction 6 to 8 weeks. Schedule final Splicing asap (could be weeks between construction & final splicing depending on the national splicing schedule).

Section 7: A drawing of sufficient detail with station, offset, elevations, and scale to show the proposed location of the facility relocation, which takes precedence over the narrative description of the work, needs to be on INDOT Construction drawings. [IAC 13-3-3(c) (6)]. Plans must be attached to this Work Plan Document.
Please see the attached, revised documents.

Section 8: For each work plan the utility shall include a cost estimate for the facility relocation. For reimbursable work the estimate will identify betterment and salvage which is not reimbursable. [IAC 13-3-3(d)]

Section 9: For work the utility is entitled to be compensated by the Department, the work plan shall include documentation of property interests and compensable land rights. [IAC 13-3-3(d)]
Please see the attached documents.

AT&T/TRANSMISSION LONG LINES

Section 10: The implementation of this approved work plan is dependent upon the issuance of: (a notice to proceed will be provided when items in Section 6 are accomplished) N/A

Items Completed	Yes	Not Applicable
An executed reimbursement agreement with INDOT/LPA:	☒	☐
A relocation permit from INDOT/LPA:	☒	☐

(Note: Double-click on box in Yes or NA to mark it with an "X")

Randy Retschlag JMC Engineers — 1-14-26

Signature of Utility Representative — Date

Randy Retschlag

Utility Representative Name Printed

Utility Coordinator /LPA use only below this point ---------- Utility Coordinator/LPA use only below this point

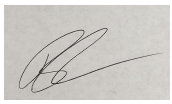
Section 11: The Utility Coordinator shall review the work plan to ensure that it: [IAC 13-3-3(e)]
(This section is to be used by the assigned Utility Coordinator)

Description	Yes	N/A	Utility Coordinator Initials
is compatible with department permit requirements	X	☐	BR
(is compatible with the project plans	X	☐	BR
is compatible with the construction schedule	X	☐	BR
is compatible with other utility relocation work plans	X	☐	BR
has reasonable relocation scheme	X	☐	BR
has a reasonable cost for compensable work	X	☐	BR

(**Note**: Double-click on box under Yes or N/A to mark it with an "X")

Section 12: Approved Work Plan. [IAC 13-3-3(f)]

☐ For State projects, the Utility Coordinator has verified that the INDOT Utility Oversight completed the UMS work plan approval process on Enter UMS Work Plan Approval Date.



01/16/2026

State/LPA Project -Utility Coordinator Signature — Date

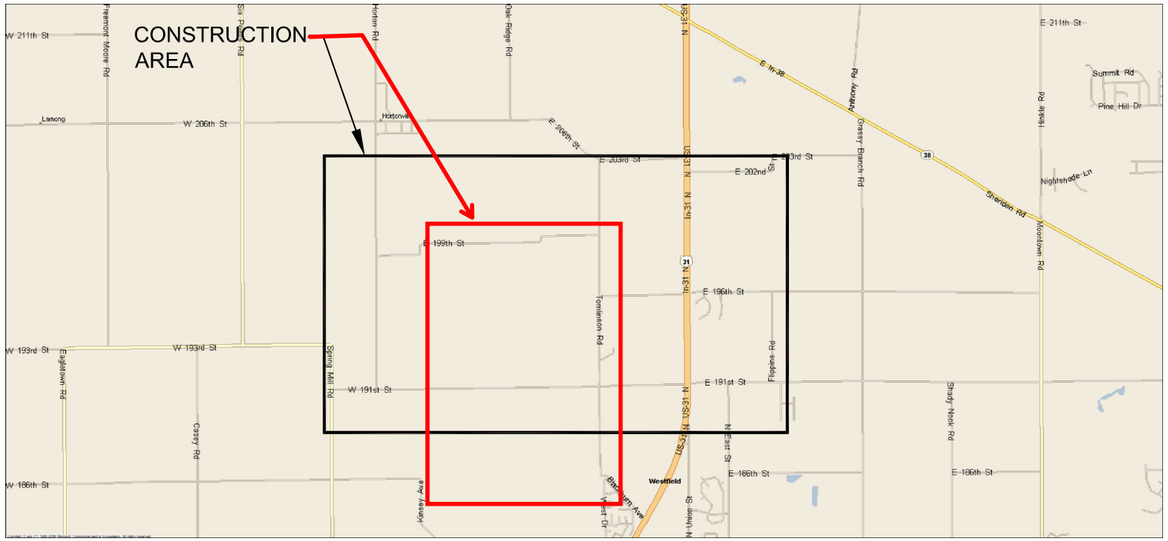
Ben Rankin

State/LPA Project Utility Coordinator Name Printed

LPA Project – ERC Signature Date

LPA Project – ERC Name Printed)

CLLI CODE: SHRDINQ0010
PROJECT: **A05A4LN**
SPECIFICATION: 6085C



VICINITY MAP

SHERIDAN - INDIANAPOLIS FT "A" CABLE LIGHTGUIDE SYSTEM

SPLICE #3 TO SPLICE #4 RELOCATION
IN - WESTFIELD - 191st St. WIDENING/PEDESTRIAN BRIDGE
MONON TRAIL CORRIDOR
HAMILTON COUNTY

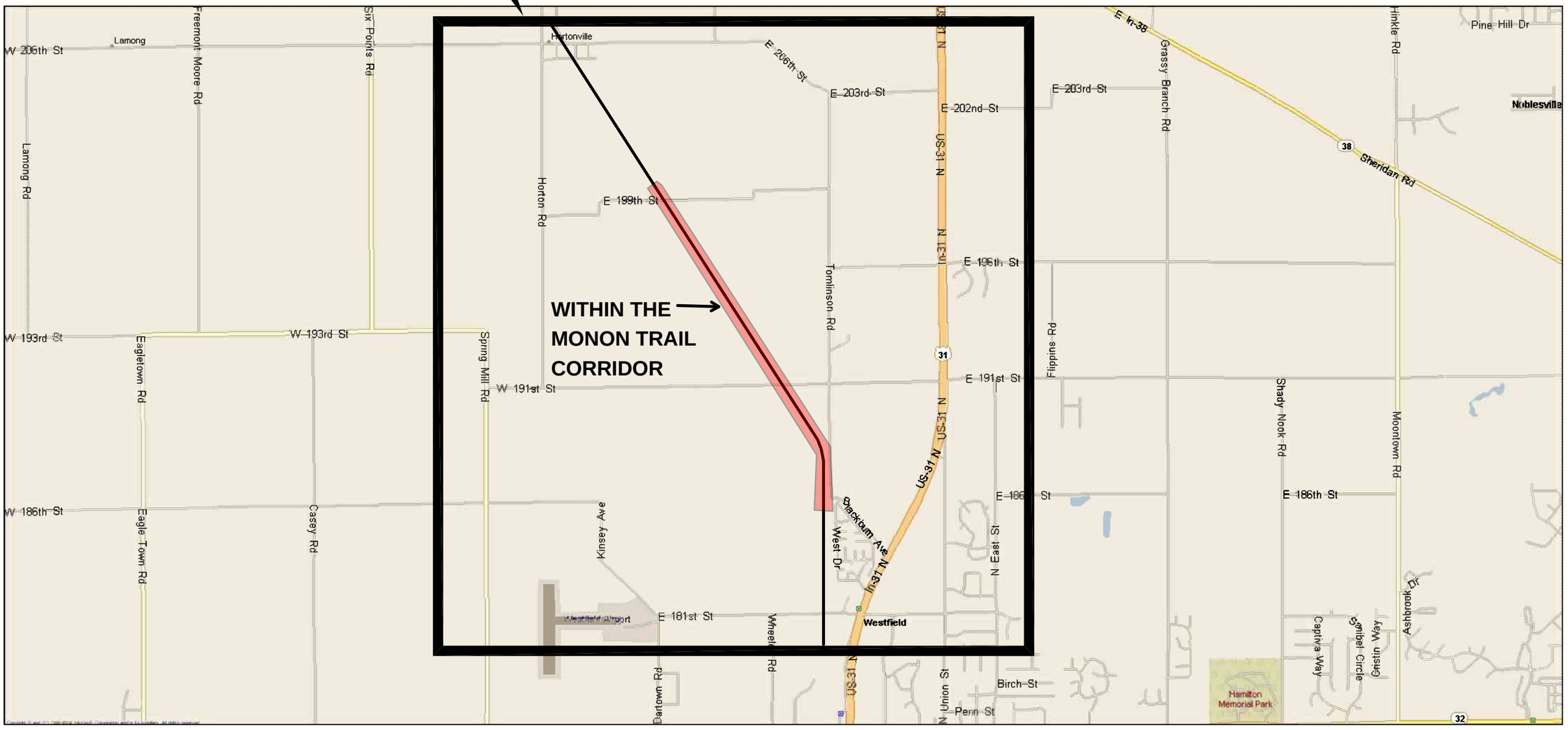
PROPOSED CONSTRUCTION ISSUE
JANUARY 2026

at&t

JMC Engineers & Associates, Inc.
Culver, Indiana
"MAINTAINING & PROTECTING THE LIGHT"

LOCATION MAP

CONSTRUCTION AREA



TO SHERIDAN

TO INDIANAPOLIS

HAMILTON COUNTY
WASHINGTON TOWNSHIP
TOWN OF WESTFIELD, IN.
SEC. 23
T19N – R3E

N

199TH STREET

STA: 0+075
Remove & Replace
MKP 160/4 w/ New
16' PCV Type Pole
at new location

STA: 0+000
Remove & Replace
MKP 160/3 w/ New
16' PCV Type Pole
EX. AT&T/T
MKP 160/3

EXISTING
SHERIDAN TO INDIANAPOLIS FT "A"
CONSISTING OF:
1 - 1.25" Innerduct w/ Fiber Optic Cable
Installed by Railroad Side Plow

R/W

CLEARING
AS - NEEDED

EX. AT&T/T
MKP 160/4

MONON TRAIL

0+100 0+200 0+300 0+400 0+500 0+600

MATCHLINE 0+600

0+000 THRU 0+150
4" HDPE E/W 2 - 1.25" I.D.
Directional Bore

STA: 0+150
F & I 16' MKP
PVC Type
Set 2' West of
new cable

0+150 THRU 0+700
2 - 1.25" I.D.
Directional Bore
5' O/S West of
Trail Pavement

"CLEARING & GRUBBING"
(AS - NEEDED/REQUIRES APPROVAL) on
EAST SIDE of TRAIL PAVEMENT

EX. AT&T SPLICE HANDHOLE #3
Project STA: 0+000
AT&T/T STA: 3+683
SEQ.# N/A 100' SEQ.# N/A
SEQ.# N/A 100' SEQ.# N/A
Install 100'
Slack Coil

R/W WIDTH PERMITS — 16.5' — ATT UTILITY EASEMENT — 16.5' — R/W WIDTH PERMITS

DIRECTIONAL BORE

SHERIDAN — STA. 0+000 — INDIANAPOLIS

XX' SLACK COIL — XX' SLACK COIL

STA. 0+600

SEE SHEET 2

1AXXXXXXX
0+000
SEQ. N/A
SEQ. N/A
845C
4DHX-036-CXC
040-XXX/020-XXX

REVISIONS:
1ST ISSUE DRAWINGS 10/25

NOTES:

Remove all existing AT&T/T Marker Poles for disposal between Splices 3 & 4.

New AT&T/T Facilities will be installed below all existing structures with a miniumum clearance of 2 feet.

CLEARING & GRUBBING WEST of TRAIL PAVEMENT REQUIRES APPROVAL BY THE PROJECT ENGINEER.

BUCKEYE PIPELINE MUST BE CONTACTED FOR CORRDINATION OF X-ING AT 191ST STREET.

R/L will be 3 to 5 Feet WEST of the existing trail pavement unless specified.

R/L shifts 5 feet EAST of the Exisitng LIVE Cable marks thru the Ped. Bridge Limits.

at&t

PREPARED FROM RECORD FARM FIELD

APPROVED FOR _____ _____
OUTSIDE PLANT ENGINEER DATE

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ENGINEER UNDER THE LAWS OF THE STATE OF INDIANA.

SIGNED _____
DATE REG. NO.

JMC Engineers & Associates, Inc. Cutler, Indiana

PROPRIETARY
USE PURSUANT TO COMPANY INSTRUCTIONS

SPECIFICATION
ESTIMATE 8562624

OWNERSHIP: 100%
CABLE GEO:
CABLE CLLI: SHRDINQ0010

SCALE:
1"=50'

AT&T COMMUNICATIONS
INTERSTATE DIVISION
CENTRAL REGION

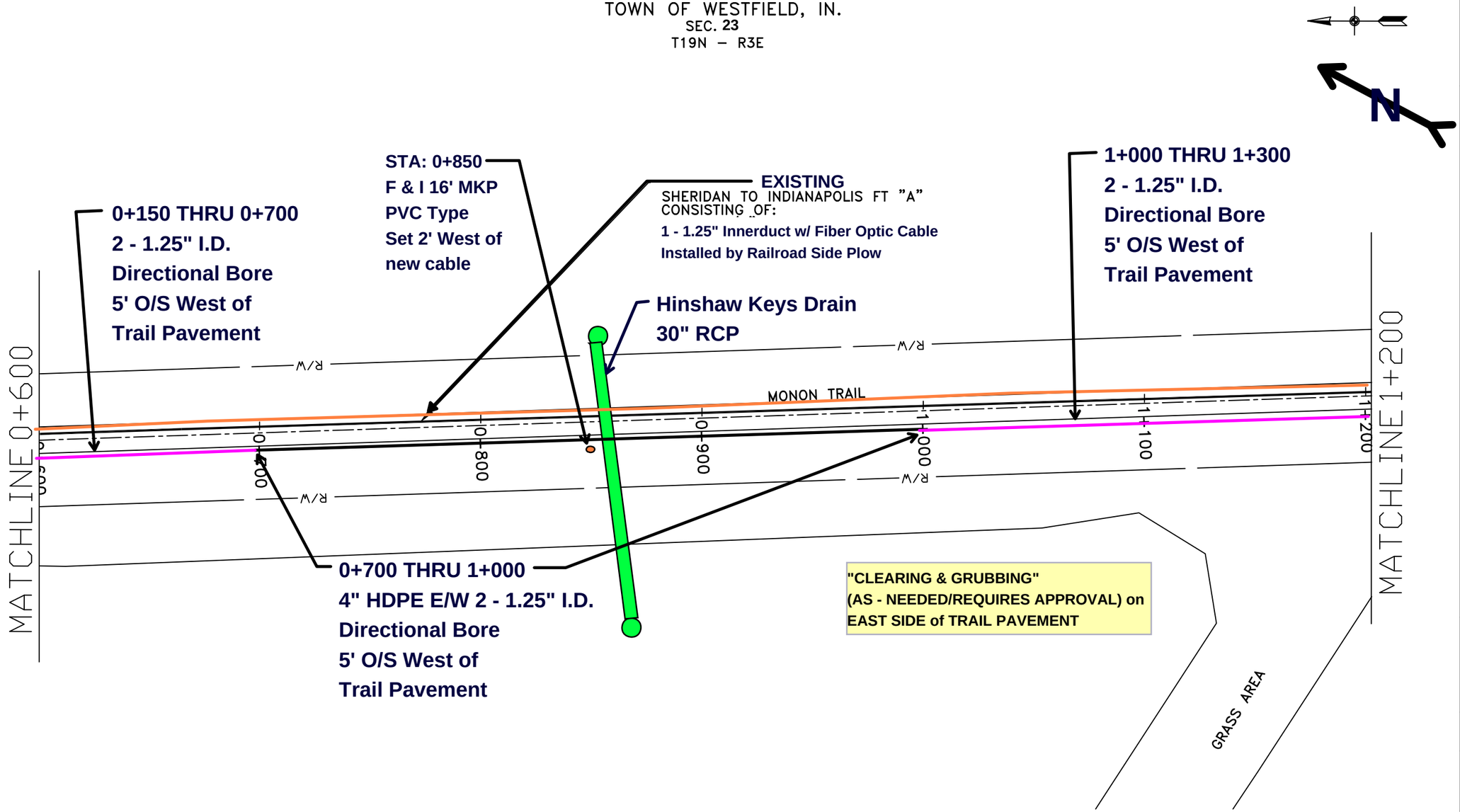
SHERIDAN–INDIANAPOLIS FT "A"
FIBER CABLE RELOCATION
MONON TRAIL
U.S. 31 RECONFIGURATION
WESTFIELD, INDIANA

SHEET #1

TO SHERIDAN

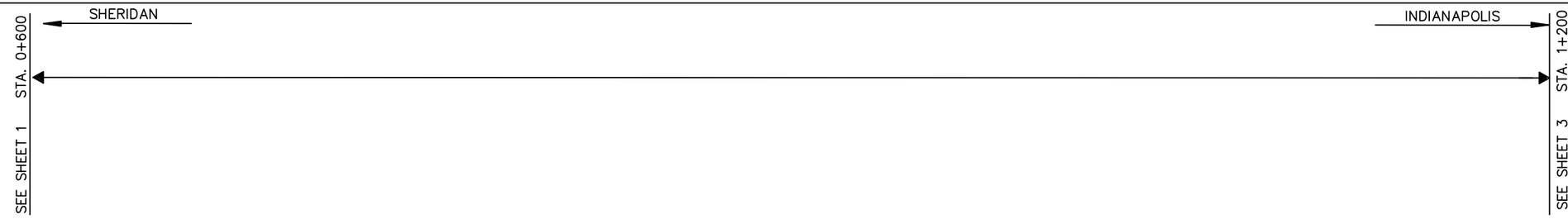
HAMILTON COUNTY
WASHINGTON TOWNSHIP
TOWN OF WESTFIELD, IN.
SEC. 23
T19N – R3E

TO INDIANAPOLIS



R/W WIDTH PERMITS — 16.5' — ATT UTILITY EASEMENT — 16.5' — R/W WIDTH PERMITS

DIRECTIONAL BORE



REVISIONS:
1ST ISSUE DRAWINGS
OCT., 2025

NOTES:

Remove all existing AT&T/T Marker Poles for disposal between Splices 3 & 4.

New AT&T/T Facilities will be installed below all existing structures with a miniumum clearance of 2 feet.

CLEARING & GRUBBING WEST of TRAIL PAVEMENT REQUIRES APPROVAL BY THE PROJECT ENGINEER.

BUCKEYE PIPELINE MUST BE CONTACTED FOR CORRDINATION OF X-ING AT 191ST STREET.

R/L will be 3 to 5 Feet WEST of the existing trail pavement unless specified.

R/L shifts 5 feet EAST of the Exisitng LIVE Cable marks thru the Ped. Bridge Limits.

at&t

PREPARED BY: FARM FIELD

APPROVED FOR _____ _____
OUTSIDE PLANT ENGINEER DATE

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ENGINEER UNDER THE LAWS OF THE STATE OF INDIANA.

SIGNED _____
DATE REG. NO.

JMC Engineers & Associates, Inc. Culver, Indiana

PROPRIETARY
USE PURSUANT TO COMPANY INSTRUCTIONS

SPECIFICATION
ESTIMATE 6085C

OWNERSHIP: 100%
CABLE GEO: WPCODC
CABLE CLLI: SHRDINQ0010

SCALE:
1"=50'

AT&T COMMUNICATIONS
INTERSTATE DIVISION
CENTRAL REGION

SHERIDAN–INDIANAPOLIS FT "A"
FIBER CABLE RELOCATION
ATT SPLICE #3 TO SPLICE #4
MONON TRAIL
WESTFIELD, INDIANA

SHEET #2

TO SHERIDAN

HAMILTON COUNTY
WASHINGTON TOWNSHIP
TOWN OF WESTFIELD, IN.
SEC. 25
T19N – R3E

TO INDIANAPOLIS

N

EXISTING
SHERIDAN TO INDIANAPOLIS FT "A"
CONSISTING OF:
1 - 1.25" Innerduct w/ Fiber Optic Cable
Installed by Railroad Side Plow

1+000 THRU 1+300
2 - 1.25" I.D.
Directional Bore
5' O/S West of
Trail Pavement

STA: 1+435
ISAAC JONES DRAIN
STR: 406

STA: 1+780 THRU 1+810
70'L X 30'W Paved
Utility Access Road

MATCHLINE 1+200

R/W

MONON TRAIL

1+200 1+400 1+500 1+600 1+700

30" RCP
Invert = 905.38

STR: 407

STA: 1+490
36" Culvert

DEVELOPMENT AREA

"CLEARING & GRUBBING"
(AS - NEEDED/REQUIRES APPROVAL) on
EAST SIDE of TRAIL PAVEMENT

1+300 THRU 1+600
4" HDPE E/W 2 - 1.25" I.D.
Directional Bore
5' O/S West of
Trail Pavement

STA: 1+460
F & I 16' MKP
PVC Type
Set 2' West of
new cable

1+600 THRU 1+770
2 - 1.25" I.D.
Directional Bore
5' O/S West of
Trail Pavement

MATCHLINE 1+800

1+770 THRU 1+820
4" HDPE E/W 2 - 1.25" I.D.
Directional Bore
5' O/S West of Trail Pavement

R/W WIDTH PERMITS — 16.5' — ATT UTILITY EASEMENT — 16.5' — R/W WIDTH PERMITS

DIRECTIONAL BORE

SHERIDAN — STA. 1+200 — SEE SHEET 2

INDIANAPOLIS — STA. 1+800 — SEE SHEET 4

REVISIONS:
1ST ISSUE DRAWINGS
OCT., 2025

NOTES:

Remove all existing AT&T/T Marker Poles for disposal between Splices 3 & 4.

New AT&T/T Facilities will be installed below all existing structures with a miniumum clearance of 2 feet.

CLEARING & GRUBBING WEST of TRAIL PAVEMENT REQUIRES APPROVAL BY THE PROJECT ENGINEER.

BUCKEYE PIPELINE MUST BE CONTACTED FOR CORRDINATION OF X-ING AT 191ST STREET.

R/L will be 3 to 5 Feet WEST of the existing trail pavement unless specified.

R/L shifts 5 feet EAST of the Exisitng LIVE Cable marks thru the Ped. Bridge Limits.

at&t

PREPARED BY: TARM FIELD

APPROVED FOR _____ _____
OUTSIDE PLANT ENGINEER DATE

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ENGINEER UNDER THE LAWS OF THE STATE OF INDIANA.

SIGNED _____
DATE REG. NO.

JMC Engineers & Associates, Inc. Culver, Indiana

PROPRIETARY
USE PURSUANT TO COMPANY INSTRUCTIONS

SPECIFICATION
ESTIMATE 6085C

OWNERSHIP: 100%
CABLE GEO: WPCODC
CABLE CLLI: SHRDINQ0010

SCALE:
1"=50'

AT&T COMMUNICATIONS
INTERSTATE DIVISION
CENTRAL REGION

SHERIDAN–INDIANAPOLIS FT "A"
FIBER CABLE RELOCATION
ATT SPLICE #3 TO SPLICE #4
MONON TRAIL
WESTFIELD, INDIANA

SHEET #3

TO SHERIDAN

HAMILTON COUNTY
WASHINGTON TOWNSHIP
TOWN OF WESTFIELD, IN.
SEC. 25, 23, 26
T19N – R3E

TO INDIANAPOLIS

N

STA: 1+780 THRU 1+810
70'L X 30'W Paved
Utility Access Road

STA: 1+820
F & I 16' MKP
PVC Type
Set 2' West of
new cable

EXISTING
SHERIDAN TO INDIANAPOLIS FT "A"
CONSISTING OF:
1 - 1.25" Innerduct w/ Fiber Optic Cable
Installed by Railroad Side Plow

MATCHLINE 1+800

SEC 24
SEC 25
SEC 23
SEC 26
R/W
MONON TRAIL
1+800
1+900
2+000
2+100
2+200
2+300
MATCHLINE 2+400

1+770 THRU 1+820
4" HDPE E/W 2 - 1.25" I.D.
Directional Bore
5' O/S West of
Trail Pavement

1+820 THRU 4+200
2 - 1.25" I.D.
Directional Bore
5' O/S West of
Trail Pavement

"CLEARING & GRUBBING"
(AS - NEEDED/REQUIRES APPROVAL) on
EAST SIDE of TRAIL PAVEMENT

R/W WIDTH PERMITS — 16.5' — ATT UTILITY EASEMENT — 16.5' — R/W WIDTH PERMITS

DIRECTIONAL BORE

SHERIDAN — SEE SHEET 3 STA. 1+800

INDIANAPOLIS — SEE SHEET 5 STA. 2+400

REVISIONS:
1ST ISSUE DRAWINGS
OCT., 2025

NOTES:

Remove all existing AT&T/T Marker Poles for disposal between Splices 3 & 4.

New AT&T/T Facilities will be installed below all existing structures with a miniumum clearance of 2 feet.

CLEARING & GRUBBING WEST of TRAIL PAVEMENT REQUIRES APPROVAL BY THE PROJECT ENGINEER.

BUCKEYE PIPELINE MUST BE CONTACTED FOR CORRDINATION OF X-ING AT 191ST STREET.

R/L will be 3 to 5 Feet WEST of the existing trail pavement unless specified.

R/L shifts 5 feet EAST of the Exisitng LIVE Cable marks thru the Ped. Bridge Limits.

at&t

PREPARED BY: FARM FIELD

APPROVED FOR _____ _____
OUTSIDE PLANT ENGINEER DATE

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ENGINEER UNDER THE LAWS OF THE STATE OF INDIANA.

SIGNED _____
DATE REG. NO.

JMC Engineers & Associates, Inc. Culver, Indiana

PROPRIETARY
USE PURSUANT TO COMPANY INSTRUCTIONS

SPECIFICATION
ESTIMATE 6085C

OWNERSHIP: 100%
CABLE GEO: WPCODC
CABLE CLLI: SHRDINQ0010

SCALE:
1"=50'

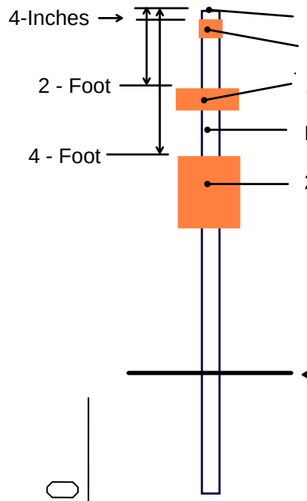
AT&T COMMUNICATIONS
INTERSTATE DIVISION
CENTRAL REGION

SHERIDAN–INDIANAPOLIS FT "A"
FIBER CABLE RELOCATION
ATT SPLICE #3 TO SPLICE #4
MONON TRAIL
WESTFIELD, INDIANA

SHEET #4

TO SHERIDAN

16' MARKER POLE ASSEMBLY



1 - PVC Top Cap (Secured w/ screws)
1 - Orange Band 20" X 3 5/8" (Wrapped & secured)
2 - Cable Route Signs (Direction Arrows) Front & Back
Reflective Stickers (MKP Numbers) Front only
2 - Warning Signs (Do Not Dig) 14" X 20" Front and Back

All Marker Poles are to be facing the trail with the reflective stickers displayed.

Buried Minimum 4-Foot below ground elevation with 1 - 4" X 12' Treated Post installed within the Marker Poll before setting.

HAMILTON COUNTY
WASHINGTON TOWNSHIP
TOWN OF WESTFIELD, IN.
SEC. 25
T19N – R3E

TO INDIANAPOLIS

N

EXISTING
SHERIDAN TO INDIANAPOLIS FT "A"
CONSISTING OF:
1 - 1.25" Innerduct w/ Fiber Optic Cable
Installed by Railroad Side Plow

MATCHLINE 2+400

R/W

MONON TRAIL

2+400 2+500 2+600 2+700 2+800 2+900 3+000

MATCHLINE 3+000

STA: 2+500
F & I 16' MKP
PVC Type
Set 2' West of new cable

1+820 THRU 4+200
2 - 1.25" I.D.
Directional Bore
5' O/S West of Trail Pavement

"CLEARING & GRUBBING"
(AS - NEEDED/REQUIRES APPROVAL) on EAST SIDE of TRAIL PAVEMENT

R/W WIDTH PERMITS — 16.5' — ATT UTILITY EASEMENT — 16.5' — R/W WIDTH PERMITS

DIRECTIONAL BORE

SHERIDAN — SEE SHEET 4 STA. 2+400

INDIANAPOLIS — SEE SHEET 6 STA. 3+000

REVISIONS:
1ST ISSUE DRAWINGS
OCT., 2025

NOTES:

Remove all existing AT&T/T Marker Poles for disposal between Splices 3 & 4.

New AT&T/T Facilities will be installed below all existing structures with a miniumum clearance of 2 feet.

CLEARING & GRUBBING WEST of TRAIL PAVEMENT REQUIRES APPROVAL BY THE PROJECT ENGINEER.

BUCKEYE PIPELINE MUST BE CONTACTED FOR CORRDINATION OF X-ING AT 191ST STREET.

R/L will be 3 to 5 Feet WEST of the existing trail pavement unless specified.

R/L shifts 5 feet EAST of the Exisitng LIVE Cable marks thru the Ped. Bridge Limits.

at&t

PREPARED BY: TARA FIELD

APPROVED FOR OUTSIDE PLANT ENGINEER DATE

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ENGINEER UNDER THE LAWS OF THE STATE OF INDIANA.

SIGNED
DATE REG. NO.

JMC Engineers & Associates, Inc. Culver, Indiana

PROPRIETARY
USE PURSUANT TO COMPANY INSTRUCTIONS

SPECIFICATION
ESTIMATE 6085C

OWNERSHIP: 100%
CABLE GEO: WPCODC
CABLE CLLI: SHRDINQ0010

SCALE:
1"=50'

AT&T COMMUNICATIONS
INTERSTATE DIVISION
CENTRAL REGION

SHERIDAN–INDIANAPOLIS FT "A"
FIBER CABLE RELOCATION
ATT SPLICE #3 TO SPLICE #4
MONON TRAIL
WESTFIELD, INDIANA

SHEET #5

TO SHERIDAN

HAMILTON COUNTY
WASHINGTON TOWNSHIP
TOWN OF WESTFIELD, IN.
SEC. 25
T19N – R3E

TO INDIANAPOLIS

BALL FIELD

N

STA: 3+200
F & I 36"X48"X24"
Assist Handhole
100' Slacl Coil

EXISTING
SHERIDAN TO INDIANAPOLIS FT "A"
CONSISTING OF:
1 - 1.25" Innerduct w/ Fiber Optic Cable
Installed by Railroad Side Plow

MATCHLINE 3+000

R/W

MONON TRAIL

1+000 1+100 1+200 3+100 3+200 3+300 3+400 3+500 3+600

MATCHLINE 3+600

STA: 3+200
F & I 16' MKP
PVC Type
Set 2' West of
new cable

1+820 THRU 4+200
2 - 1.25" I.D.
Directional Bore
5' O/S West of
Trail Pavement

"CLEARING & GRUBBING"
(AS - NEEDED/REQUIRES APPROVAL) on
EAST SIDE of TRAIL PAVEMENT

R/W WIDTH PERMITS — 16.5' — ATT UTILITY EASEMENT — 16.5' — R/W WIDTH PERMITS

DIRECTIONAL BORE

SHERIDAN

SEE SHEET 5 STA. 3+000

INDIANAPOLIS

SEE SHEET 7 STA. 3+600

REVISIONS:
1ST ISSUE DRAWINGS
OCT., 2025

NOTES:

Remove all existing AT&T/T Marker Poles for disposal between Splices 3 & 4.

New AT&T/T Facilities will be installed below all existing structures with a miniumum clearance of 2 feet.

CLEARING & GRUBBING WEST of TRAIL PAVEMENT REQUIRES APPROVAL BY THE PROJECT ENGINEER.

BUCKEYE PIPELINE MUST BE CONTACTED FOR CORRDINATION OF X-ING AT 191ST STREET.

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R/L shifts 5 feet EAST of the Exisitng LIVE Cable marks thru the Ped. Bridge Limits.

at&t

PREPARED FROM RECORD FARM FIELD

APPROVED FOR _____ _____
OUTSIDE PLANT ENGINEER DATE

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DATE REG. NO.

JMC Engineers & Associates, Inc. Culver, Indiana

PROPRIETARY
USE PURSUANT TO COMPANY INSTRUCTIONS

SPECIFICATION
ESTIMATE 6085C

OWNERSHIP: 100%
CABLE GEO: WPCODC
CABLE CLLI: SHRDINQ0010

SCALE:
1"=50'

AT&T COMMUNICATIONS
INTERSTATE DIVISION
CENTRAL REGION

SHERIDAN–INDIANAPOLIS FT "A"
FIBER CABLE RELOCATION
ATT SPLICE #3 TO SPLICE #4
MONON TRAIL
WESTFIELD, INDIANA

SHEET #6

TO SHERIDAN

HAMILTON COUNTY
WASHINGTON TOWNSHIP
TOWN OF WESTFIELD, IN.
SEC. 25
T19N – R3E

TO INDIANAPOLIS

BALL FIELD

EXISTING
SHERIDAN TO INDIANAPOLIS FT "A"
CONSISTING OF:
1 - 1.25" Innerduct w/ Fiber Optic Cable
Installed by Railroad Side Plow

MATCHLINE 3+600

R/W

MONON TRAIL

3+600 | 3+700 | 3+800 | 3+900 | 4+000 | 4+100 | 4+200

R/W

MATCHLINE 4+200

1+820 THRU 4+200
2 - 1.25" I.D.
Directional Bore
5' O/S West of
Trail Pavement

STA: 3+900
F & I 16' MKP
PVC Type
Set 2' West of
new cable

RETENTION POND

"CLEARING & GRUBBING"
(AS - NEEDED/REQUIRES APPROVAL) on
EAST SIDE of TRAIL PAVEMENT

R/W WIDTH PERMITS ← 16.5' → ATT UTILITY EASEMENT ← 16.5' → R/W WIDTH PERMITS

DIRECTIONAL BORE

SHERIDAN ← SEE SHEET 6 STA. 3+600

INDIANAPOLIS → SEE SHEET 8 STA. 4+200

REVISIONS:
1ST ISSUE DRAWINGS
OCT., 2025

NOTES:

Remove all existing AT&T/T Marker Poles for disposal between Splices 3 & 4.

New AT&T/T Facilities will be installed below all existing structures with a miniumum clearance of 2 feet.

CLEARING & GRUBBING WEST of TRAIL PAVEMENT REQUIRES APPROVAL BY THE PROJECT ENGINEER.

BUCKEYE PIPELINE MUST BE CONTACTED FOR CORRDINATION OF X-ING AT 191ST STREET.

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R/L shifts 5 feet EAST of the Exisitng LIVE Cable marks thru the Ped. Bridge Limits.

at&t

PREPARED BY: DARIN FIELD

APPROVED FOR _____ _____
OUTSIDE PLANT ENGINEER DATE

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JMC Engineers & Associates, Inc. Culver, Indiana

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SPECIFICATION
ESTIMATE 6085C

OWNERSHIP: 100%
CABLE GEO: WPCODC
CABLE CLLI: SHRDINQ0010

SCALE:
1"=50'

AT&T COMMUNICATIONS
INTERSTATE DIVISION
CENTRAL REGION

SHERIDAN–INDIANAPOLIS FT "A"
FIBER CABLE RELOCATION
ATT SPLICE #3 TO SPLICE #4
MONON TRAIL
WESTFIELD, INDIANA

SHEET 7 OF 17

TO SHERIDAN

TO INDIANAPOLIS

HAMILTON COUNTY
WASHINGTON TOWNSHIP
TOWN OF WESTFIELD, IN.
SEC. 25
T19N – R3E

RETENTION POND

N

EXISTING
SHERIDAN TO INDIANAPOLIS FT "A"
CONSISTING OF:
1 - 1.25" Innerduct w/ Fiber Optic Cable
Installed by Railroad Side Plow

STA: 4+415
F & I 16' MKP
PVC Type
Set 2' East of
new cable

STA: 4+300
F & I 16' MKP
PVC Type
Set 2' West of
new cable

STA: 4+246
Ex. CULVERT

STA: 4+550 THRU 4+750
Adjust R/L 15' EAST from the original cable marks to avoid future concrete pads.

MONON TRAIL

R/W

MATCHLINE 4+200

4+200

4+300

4+400

4+500

4+600

4+700

4+800

MATCHLINE 4+800

STA: 4+400 THRU 4+800
CLEARING 10-15' Width
on EAST SIDE of Trail

STA: 4+415
BEGIN BRIDGE PROJECT LIMITS

4+200 THRU 4+300
4" HDPE E/W 2 - 1.25" I.D.
Directional Bore
5' O/S West of
Trail Pavement

4+300 THRU 4+415
2 - 1.25" I.D.
Directional Bore
Under Trail Pavement

4+415 THRU 6+000
4" HDPE E/W 2 - 1.25" I.D.
Directional Bore
5' East of LIVE CABLE

"CLEARING & GRUBBING"
(AS - NEEDED/REQUIRES APPROVAL) on
EAST SIDE of TRAIL PAVEMENT

R/W WIDTH PERMITS — 16.5' — ATT UTILITY EASEMENT — 16.5' — R/W WIDTH PERMITS

DIRECTIONAL BORE

SHERIDAN — STA. 4+200 — SEE SHEET 7

INDIANAPOLIS — STA. 4+800 — SEE SHEET 9

REVISIONS:
1ST ISSUE DRAWINGS
OCT., 2025

NOTES:

Remove all existing AT&T/T Marker Poles for disposal between Splices 3 & 4.

New AT&T/T Facilities will be installed below all existing structures with a miniumum clearance of 2 feet.

CLEARING & GRUBBING WEST of TRAIL PAVEMENT REQUIRES APPROVAL BY THE PROJECT ENGINEER.

BUCKEYE PIPELINE MUST BE CONTACTED FOR CORRDINATION OF X-ING AT 191ST STREET.

R/L will be 3 to 5 Feet WEST of the existing trail pavement unless specified.

R/L shifts 5 feet EAST of the Exisitng LIVE Cable marks thru the Ped. Bridge Limits.

at&t

PREPARED FOR: FARM TEL

APPROVED FOR _____ _____
OUTSIDE PLANT ENGINEER DATE

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SIGNED _____
DATE REG. NO.

JMC Engineers & Associates, Inc. Culver, Indiana

PROPRIETARY
USE PURSUANT TO COMPANY INSTRUCTIONS

SPECIFICATION
ESTIMATE 6085C

OWNERSHIP: 100%
CABLE GEO: WPCODC
CABLE CLLI: SHRDINQ0010

SCALE:
1"=50'

AT&T COMMUNICATIONS
INTERSTATE DIVISION
CENTRAL REGION

SHERIDAN–INDIANAPOLIS FT "A"
FIBER CABLE RELOCATION
ATT SPLICE #3 TO SPLICE #4
MONON TRAIL
WESTFIELD, INDIANA

SHEET #8

TO SHERIDAN

TO INDIANAPOLIS

HAMILTON COUNTY
WASHINGTON TOWNSHIP
TOWN OF WESTFIELD, IN.
SEC. 25
T19N – R3E

STA: 5+100
Remove & Replace
MKP 161/4 w/ New
16' PCV Type Pole
2' East of new cable

STA: 4+800 THRU 5+100
CLEARING 10-15' Width
on EAST SIDE of Trail

EXISTING
SHERIDAN TO INDIANAPOLIS FT "A"
CONSISTING OF:
1 - 1.25" Innerduct w/ Fiber Optic Cable
Installed by Railroad Side Plow

STA: 5+215
F & I 16' MKP
PVC Type
Set 2' East of
new cable

MATCHLINE 4+800

MATCHLINE 5+400

R/W

191 ST.

FRONTAGE PATHWAY

MONON TRAIL

4+800

4+900

5+000

5+100

5+200

5+300

5+400

4+415 THRU 6+000
4" HDPE E/W 2 - 1.25" I.D.
Directional Bore
5' East of LIVE CABLE

STA: 5+250 THRU 5+400
CLEARING 10-15' Width
on EAST SIDE of Trail

Remove

BUCKEYE 8" HIGH PRESSURE
STEEL PIPELINE CARRIES GAS,
DIESEL, JET FUEL.

ROAD ACCESS

R/W WIDTH PERMITS ← 16.5' → ATT UTILITY EASEMENT ← 16.5' → R/W WIDTH PERMITS

TRENCH AND PLACE/VERTICAL SHIFT | DIRECTIONAL BORE

SHERIDAN ← SEE SHEET 8 STA. 4+800

INDIANAPOLIS → SEE SHEET 10 STA. 5+400

REVISIONS:
1ST ISSUE DRAWINGS
OCT., 2025

NOTES:

Remove all existing AT&T/T Marker Poles for disposal between Splices 3 & 4.

New AT&T/T Facilities will be installed below all existing structures with a miniumum clearance of 2 feet.

CLEARING & GRUBBING WEST of TRAIL PAVEMENT REQUIRES APPROVAL BY THE PROJECT ENGINEER.

BUCKEYE PIPELINE MUST BE CONTACTED FOR CORRDINATION OF X-ING AT 191ST STREET.

R/L will be 3 to 5 Feet WEST of the existing trail pavement unless specified.

R/L shifts 5 feet EAST of the Exisitng LIVE Cable marks thru the Ped. Bridge Limits.

at&t

PREPARED BY/RECORD PARK FIELD

APPROVED FOR _____ _____
OUTSIDE PLANT ENGINEER DATE

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ENGINEER UNDER THE LAWS OF THE STATE OF INDIANA.

SIGNED _____
DATE REG. NO.

JMC Engineers & Associates, Inc. Culver, Indiana

PROPRIETARY
USE PURSUANT TO COMPANY INSTRUCTIONS

SPECIFICATION
ESTIMATE 6085C

OWNERSHIP: 100%
CABLE GEO: WPCODC
CABLE CLLI: SHRDINQ0010

SCALE:
1"=50'

AT&T COMMUNICATIONS
INTERSTATE DIVISION
CENTRAL REGION

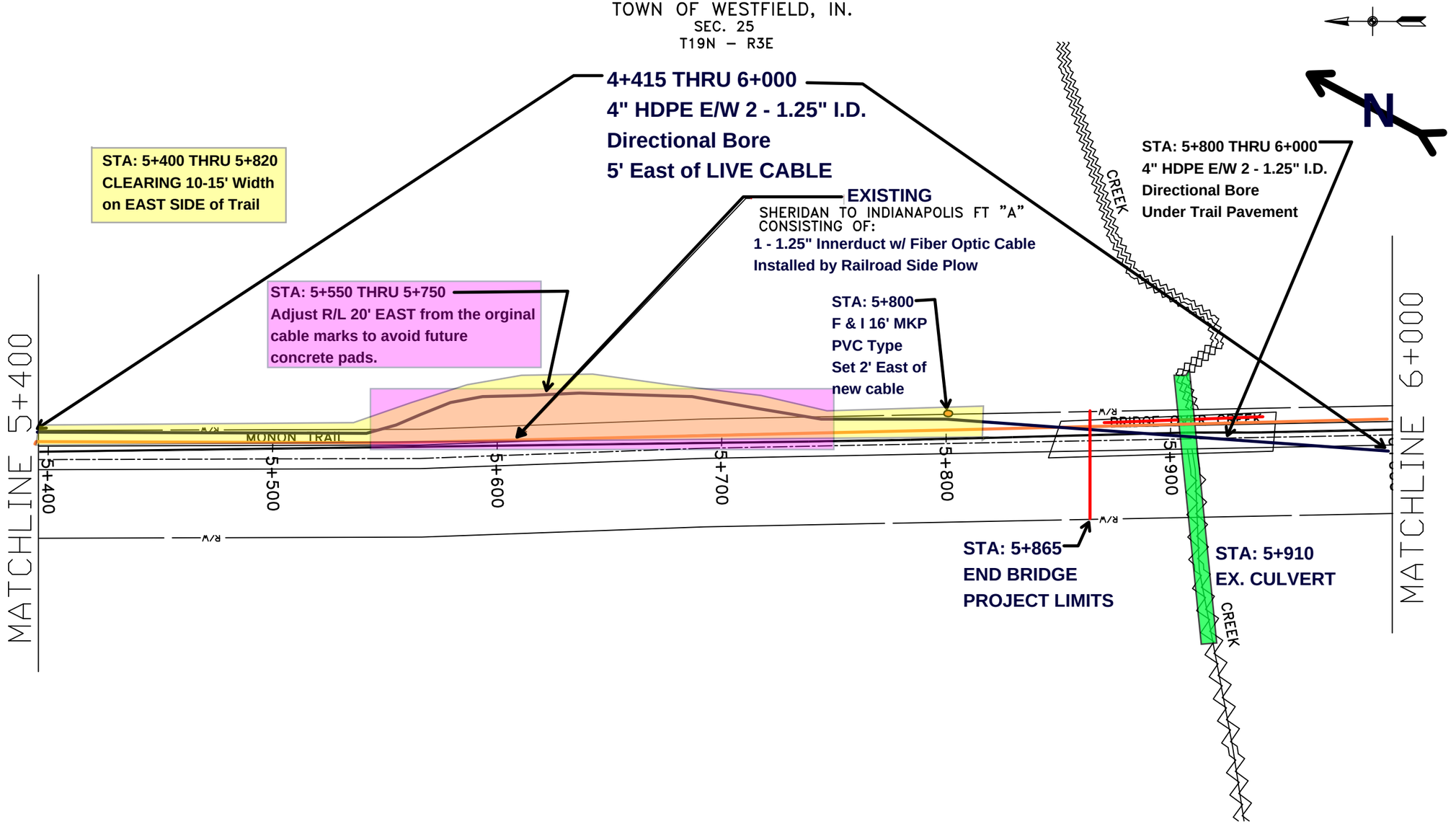
SHERIDAN–INDIANAPOLIS FT "A"
FIBER CABLE RELOCATION
ATT SPLICE #3 TO SPLICE #4
MONON TRAIL
WESTFIELD, INDIANA

SHEET #9

TO SHERIDAN

HAMILTON COUNTY
WASHINGTON TOWNSHIP
TOWN OF WESTFIELD, IN.
SEC. 25
T19N – R3E

TO INDIANAPOLIS



R/W WIDTH PERMITS ← 16.5' → ATT UTILITY EASEMENT ← 16.5' → R/W WIDTH PERMITS

DIRECTIONAL BORE

SHERIDAN ← SEE SHEET 9 STA. 5+400

INDIANAPOLIS → SEE SHEET 11 STA. 6+000

2–1.25" HDPE SDR11 INNERDUCT
5+400
6+000
600
845C
1–1.25" INNERDUCT
0
DIRECTIONAL BORE

REVISIONS:
1ST ISSUE DRAWINGS
OCT., 2025

NOTES:

Remove all existing AT&T/T Marker Poles for disposal between Splices 3 & 4.

New AT&T/T Facilities will be installed below all existing structures with a miniumum clearance of 2 feet.

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R/L shifts 5 feet EAST of the Exisitng LIVE Cable marks thru the Ped. Bridge Limits.

at&t

PREPARED FOR RECORD

APPROVED FOR _____ _____
OUTSIDE PLANT ENGINEER DATE

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ESTIMATE 6085C

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CABLE CLLI: SHRDINQ0010

SCALE:
1"=50'

AT&T COMMUNICATIONS
INTERSTATE DIVISION
CENTRAL REGION

SHERIDAN–INDIANAPOLIS FT "A"
FIBER CABLE RELOCATION
ATT SPLICE #3 TO SPLICE #4
MONON TRAIL
WESTFIELD, INDIANA

SHEET #10

TO SHERIDAN

HAMILTON COUNTY
WASHINGTON TOWNSHIP
TOWN OF WESTFIELD, IN.
SEC. 25
T19N – R3E

TO INDIANAPOLIS

TOMILINSON RD.
R/W
N

EXISTING
SHERIDAN TO INDIANAPOLIS FT "A"
CONSISTING OF:
1 - 1.25" Innerduct w/ Fiber Optic Cable
Installed by Railroad Side Plow

"CLEARING & GRUBBING"
(AS - NEEDED/REQUIRES APPROVAL) on
EAST SIDE of TRAIL PAVEMENT

STA: 6+000
F & I 36"X48"X24"
Assist Handhole
100' Slacl Coil

MATCHLINE 6+000

R/W

MONON TRAIL

6+000 6+100 6+200 6+300 6+400 6+500 6+600

MATCHLINE 6+600

STA: 6+000
F & I 16' MKP
PVC Type
Set 2' West of
new cable

6+000 THRU 7+750
2 - 1.25" I.D.
Directional Bore
5' O/S West of
Trail Pavement

BALL FIELD

BALL FIELD

R/W WIDTH PERMITS ← 16.5' → ATT UTILITY EASEMENT ← 16.5' → R/W WIDTH PERMITS

TRENCH AND PLACE/VERTICAL SHIFT | DIRECTIONAL BORE

SHERIDAN ← SEE SHEET 10 STA. 6+000

INDIANAPOLIS → SEE SHEET 12 STA. 6+600

REVISIONS:
1ST ISSUE DRAWINGS
OCT., 2025

NOTES:

Remove all existing AT&T/T Marker Poles for disposal between Splices 3 & 4.

New AT&T/T Facilities will be installed below all existing structures with a miniumum clearance of 2 feet.

CLEARING & GRUBBING WEST of TRAIL PAVEMENT REQUIRES APPROVAL BY THE PROJECT ENGINEER.

BUCKEYE PIPELINE MUST BE CONTACTED FOR CORRDINATION OF X-ING AT 191ST STREET.

R/L will be 3 to 5 Feet WEST of the existing trail pavement unless specified.

R/L shifts 5 feet EAST of the Exisitng LIVE Cable marks thru the Ped. Bridge Limits.

at&t

PREPARED FROM RECORD FARM FIELD

APPROVED FOR _____ _____
OUTSIDE PLANT ENGINEER DATE

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JMC Engineers & Associates, Inc. Culver, Indiana

PROPRIETARY
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ESTIMATE 6085C

OWNERSHIP: 100%
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CABLE CLLI: SHRDINQ0010

SCALE:
1"=50'

AT&T COMMUNICATIONS
INTERSTATE DIVISION
CENTRAL REGION

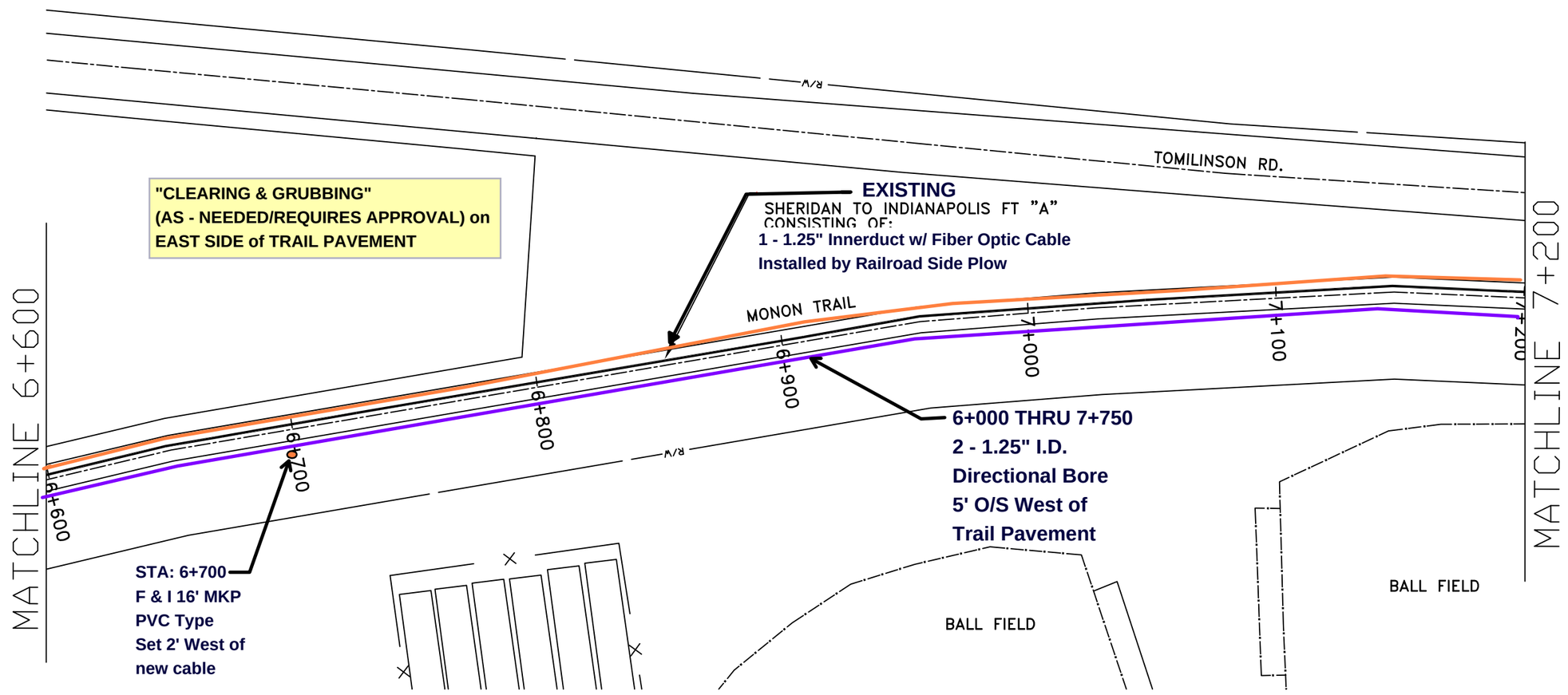
SHERIDAN–INDIANAPOLIS FT "A"
FIBER CABLE RELOCATION
ATT SPLICE #3 TO SPLICE #4
MONON TRAIL
WESTFIELD, INDIANA

SHEET 11

TO SHERIDAN

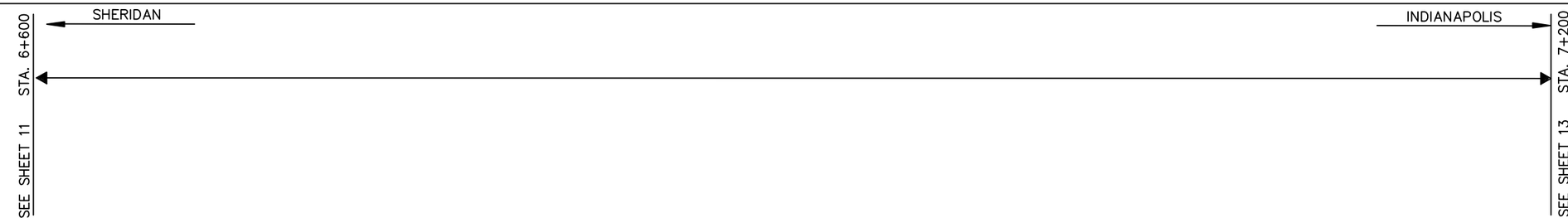
TO INDIANAPOLIS

HAMILTON COUNTY
WASHINGTON TOWNSHIP
TOWN OF WESTFIELD, IN.
SEC. 25
T19N – R3E



R/W WIDTH PERMITS — 16.5' — ATT UTILITY EASEMENT — 16.5' — R/W WIDTH PERMITS

DIRECTIONAL BORE



REVISIONS:
1ST ISSUE DRAWINGS
OCT., 2025

NOTES:

Remove all existing AT&T/T Marker Poles for disposal between Splices 3 & 4.

New AT&T/T Facilities will be installed below all existing structures with a miniumum clearance of 2 feet.

CLEARING & GRUBBING WEST of TRAIL PAVEMENT REQUIRES APPROVAL BY THE PROJECT ENGINEER.

BUCKEYE PIPELINE MUST BE CONTACTED FOR CORRDINATION OF X-ING AT 191ST STREET.

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R/L shifts 5 feet EAST of the Exisitng LIVE Cable marks thru the Ped. Bridge Limits.

at&t

PREPARED BY: EDARA FIELD

APPROVED FOR _____ _____
OUTSIDE PLANT ENGINEER DATE

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ESTIMATE 6085C

OWNERSHIP: 100%
CABLE GEO: WPCODC
CABLE CLLI: SHRDINQ0010

SCALE:
1"=50'

AT&T COMMUNICATIONS
INTERSTATE DIVISION
CENTRAL REGION

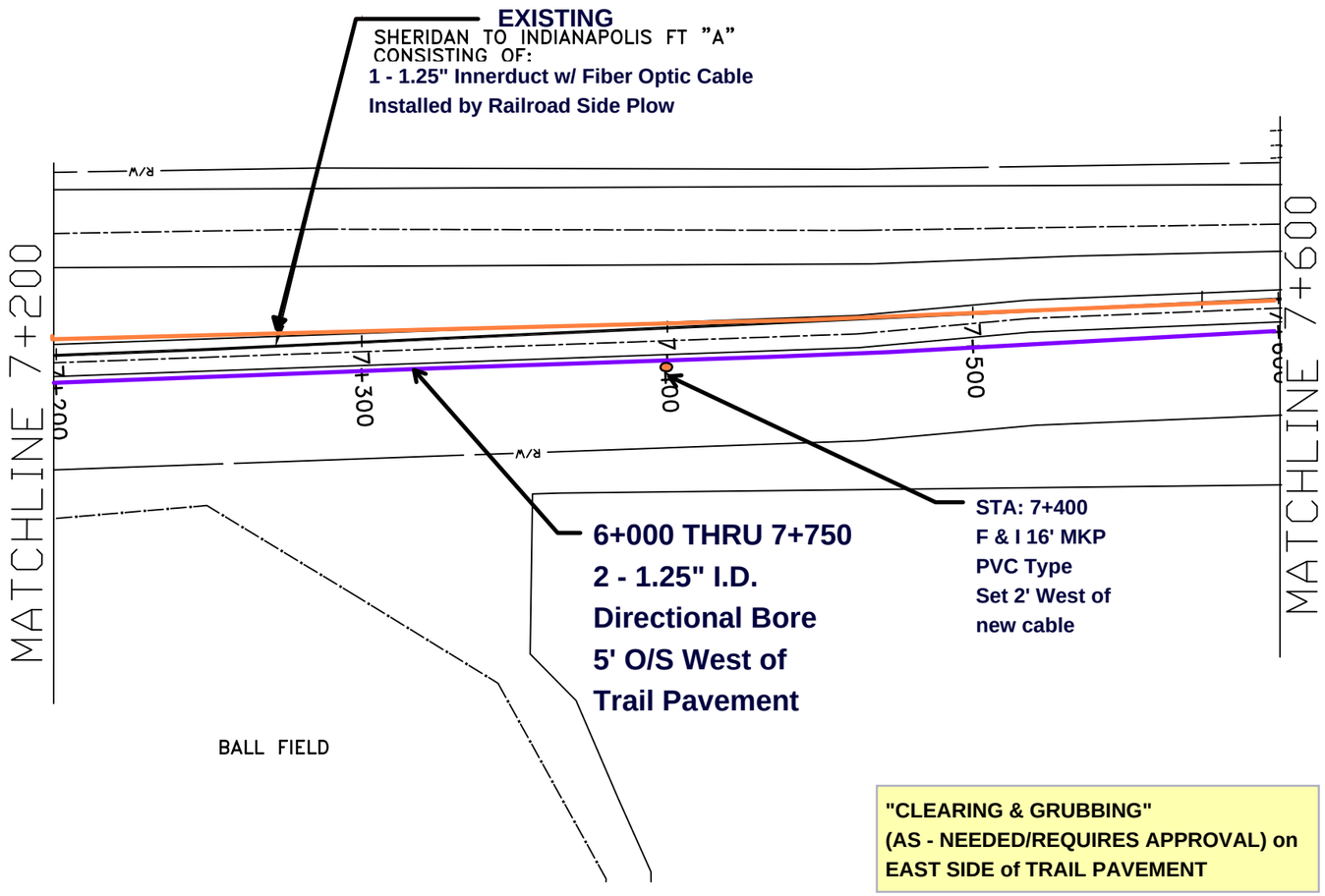
SHERIDAN–INDIANAPOLIS FT "A"
FIBER CABLE RELOCATION
ATT SPLICE #3 TO SPLICE #4
MONON TRAIL
WESTFIELD, INDIANA

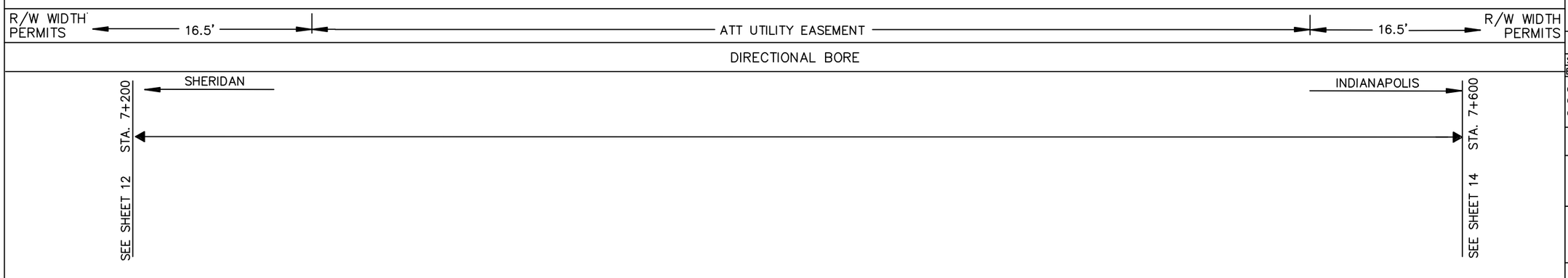
SHEET #12

TO SHERIDAN

TO INDIANAPOLIS

HAMILTON COUNTY
WASHINGTON TOWNSHIP
TOWN OF WESTFIELD, IN.
SEC. 25
T19N – R3E





REVISIONS:
1ST ISSUE DRAWINGS
OCT., 2025

NOTES:

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R/L shifts 5 feet EAST of the Exisitng LIVE Cable marks thru the Ped. Bridge Limits.

at&t

PREPARED BY: TARA FIELD

APPROVED FOR OUTSIDE PLANT ENGINEER DATE

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ENGINEER UNDER THE LAWS OF THE STATE OF INDIANA.

SIGNED
DATE REG. NO.

JMC Engineers & Associates, Inc. Culver, Indiana

PROPRIETARY
USE PURSUANT TO COMPANY INSTRUCTIONS

SPECIFICATION
ESTIMATE 6085C

OWNERSHIP: 100%
CABLE GEO: WPCODC
CABLE CLLI: SHRDINQ0010

SCALE:
1"=50'

AT&T COMMUNICATIONS
INTERSTATE DIVISION
CENTRAL REGION

SHERIDAN–INDIANAPOLIS FT "A"
FIBER CABLE RELOCATION
ATT SPLICE #3 TO SPLICE #4
MONON TRAIL
WESTFIELD, INDIANA

SHEET #13

TO SHERIDAN

HAMILTON COUNTY
WASHINGTON TOWNSHIP
TOWN OF WESTFIELD, IN.
SEC. 25
T19N – R3E

SEC. 25 / SEC. 36

HAMILTON COUNTY
WASHINGTON TOWNSHIP
TOWN OF WESTFIELD, IN.
SEC. 36
T19N – R3E

TO INDIANAPOLIS

6+000 THRU 7+750
2 - 1.25" I.D.
Directional Bore
5' O/S West of
Trail Pavement

FROM STA.#7+643 TO STA.#7+963
1–2" SPLIT STEEL WAS PLACED
OVER EXISTING FIBER
CABLE WAS SHIFTED TO THE EAST
OF TRENCH (DEPTH # 84")

BLACKBURN RD.

DIRT AREA

OVERHEAD POWER LINES

#162/1
0+320
4"LT

MOBILE HOME
MOBILE HOME
MOBILE HOME

R/W

STA: 7+965
Core Bore N. Wall of Ex. MH #4
to accommodate new 4" HDPE Pipe.

16.5'

MATCHLINE 7+600

7+600
7+700
7+800
7+900

7+750 THRU 7+965
4" HDPE E/W 2 - 1.25" I.D.
Directional Bore
Under Tomlinson Rd.

84" DUCT
84" DUCT
84" DUCT

DRIVEWAY TO DEVELOPMENT AREA

PRIVATE DRIVE

SEE M–77 PAGE 9 OF 36
SHERIDAN–INDIANAPOLIS FT "A" CABLE

EXISTING ATT SPLICE MANHOLE #4
STA. # **7+965**
TYPE – 8'X4'X6' (SPLIT)

SEQ.# N/A (60') SEQ.# 216
SEQ.# N/A (106') SEQ.# 322

INSTALL 100'
SLACK COIL

FARM FIELD

"CLEARING & GRUBBING"
(AS - NEEDED/REQUIRES APPROVAL) on
EAST SIDE of TRAIL PAVEMENT

FARM FIELD

R/W WIDTH PERMITS — 16.5' — ATT UTILITY EASEMENT — 16.5' — R/W WIDTH PERMITS

TRENCH AND PLACE/VERTICAL SHIFT

SHERIDAN

INDIANAPOLIS

SEE SHEET 12 STA. 7+600

STA. 7+963

60' SLACK COIL

106' SLACK COIL

REVISIONS:
1ST ISSUE DRAWINGS
OCT., 2025

NOTES:

Remove all existing AT&T/T Marker Poles for disposal between Splices 3 & 4.

New AT&T/T Facilities will be installed below all existing structures with a miniumum clearance of 2 feet.

CLEARING & GRUBBING WEST of TRAIL PAVEMENT REQUIRES APPROVAL BY THE PROJECT ENGINEER.

BUCKEYE PIPELINE MUST BE CONTACTED FOR CORRDINATION OF X-ING AT 191ST STREET.

R/L will be 3 to 5 Feet WEST of the existing trail pavement unless specified.

R/L shifts 5 feet EAST of the Exisitng LIVE Cable marks thru the Ped. Bridge Limits.

at&t

PREPARED BY/DATE

APPROVED FOR _____ _____
OUTSIDE PLANT ENGINEER DATE

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ENGINEER UNDER THE LAWS OF THE STATE OF INDIANA.

SIGNED _____
DATE REG. NO.

JMC Engineers & Associates, Inc. Culver, Indiana

PROPRIETARY
USE PURSUANT TO COMPANY INSTRUCTIONS

SPECIFICATION
ESTIMATE 6085C

OWNERSHIP: 100%
CABLE GEO: WPCODC
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SCALE:
1"=50'

AT&T COMMUNICATIONS
INTERSTATE DIVISION
CENTRAL REGION

SHERIDAN–INDIANAPOLIS FT "A"
FIBER CABLE RELOCATION
ATT SPLICE #3 TO SPLICE #4
MONON TRAIL
WESTFIELD, INDIANA

SHEET #14

DEDICATION OF PUBLIC RIGHT OF WAY

THIS INDENTURE WITNESSETH, that Victor T. Isbell and Rhonda M. Isbell, husband and wife ("**Grantors**"), hereby grant, convey, and warrant to the City of Westfield, Indiana ("**Grantee**"), for no consideration, that certain real estate in Hamilton County, Indiana, more particularly described in **Exhibit A** attached hereto and incorporated herein (the "**Real Estate**") for use as a right-of-way for public road and/or path purposes and the construction, operation, and maintenance of public utilities, and other similar or related uses, in, under, over, and across said right-of-way.

This dedication is made free and clear of all leases and is subject to easements, agreements, restrictions, encumbrances, rights-of-way and other matters of record. Grantors assume and agree to pay the real estate taxes and assessments for the year 2025, due and payable in 2026, on the above described Real Estate.

Grantors hereby specifically acknowledge and agree that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights whatsoever shall remain with Grantors or any successors in title to the abutting lands of Grantors, notwithstanding any subsequent abandonment, vacation, disuse, nonuse, change of use, conveyance, lease and/or transfer by Grantee or its successors in title, of a portion or all of the Real Estate or any right of way, path, roadway or roadway appurtenances established thereupon. These acknowledgements and agreements are a covenant running with the land and shall be binding upon Grantors and their successors and assigns.

[Signature(s) Page Follows]

IN WITNESS WHEREOF, Grantors have executed this instrument this 31st day of January, 2026

GRANTORS:

Name: Victor T. Isbell

Name: Rhonda M Isbell

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared Victor Isbell and Rhonda Isbell, who acknowledged the execution of this Dedication of Public Right of Way.

Witness my hand and Notarial Seal this 31st day of January, 2026.

Laura Fleischer
Notary Public Seal State of Indiana
Hamilton County
My Commission Number NP0734564
My Commission Expires 06/30/2029

Notary Signature

Laura Fleischer
Printed

My Commission Expires:
6/30/2029

My County of Residence:
Hamilton

My Commission Number:
NP0734564

Laura Fleischer
Notary Public Seal State of Indiana
Hamilton County
My Commission Number NP0734564
My Commission Expires 06/30/2029

Grantee's address and return after recording: 2728 East 171st Street, Westfield, IN 46074.

This document prepared by: Kaitlin Glazier; City of Westfield, IN, 2728 East 171st Street, Westfield, IN 46074.
I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document unless required by law. */s/ Kaitlin Glazier*

EXHIBIT "A"

Parcel: 11

Key Number: 29-10-07-002-015.000-015

Type: Fee Simple

A part of Lot 11 in Oak Park, Section 1 per plat thereof recorded as Instrument Number 9447716, in the Office of the Recorder of Hamilton County, Indiana and being that part of the grantor's land described in Instrument No. 199609601672, and lying within the right of way lines depicted on the attached Right of Way Parcel Plat, marked EXHIBIT "B", more particularly described as follows:

Beginning at the northwest corner of said Lot 11; thence North 89 degrees 36 minutes 13 seconds East (basis of bearing being the Location Control Route Survey plat recorded as Instrument Number 2025027303 in the Office of the Recorder of said county) along the south existing right of way of 161st Street 250.00 feet to the northeast corner of grantor's land; thence South 0 degree 15 minutes 28 seconds East on and along the east line of the grantor's land 5.18 feet; thence South 89 degrees 24 minutes 54 seconds West 250.00 feet to the west line of the grantor's land; thence on and along the west line of said grantor's land North 0 degree 15 minutes 28 seconds West 6.00 feet to the point of beginning, containing 0.032 acres, more or less.

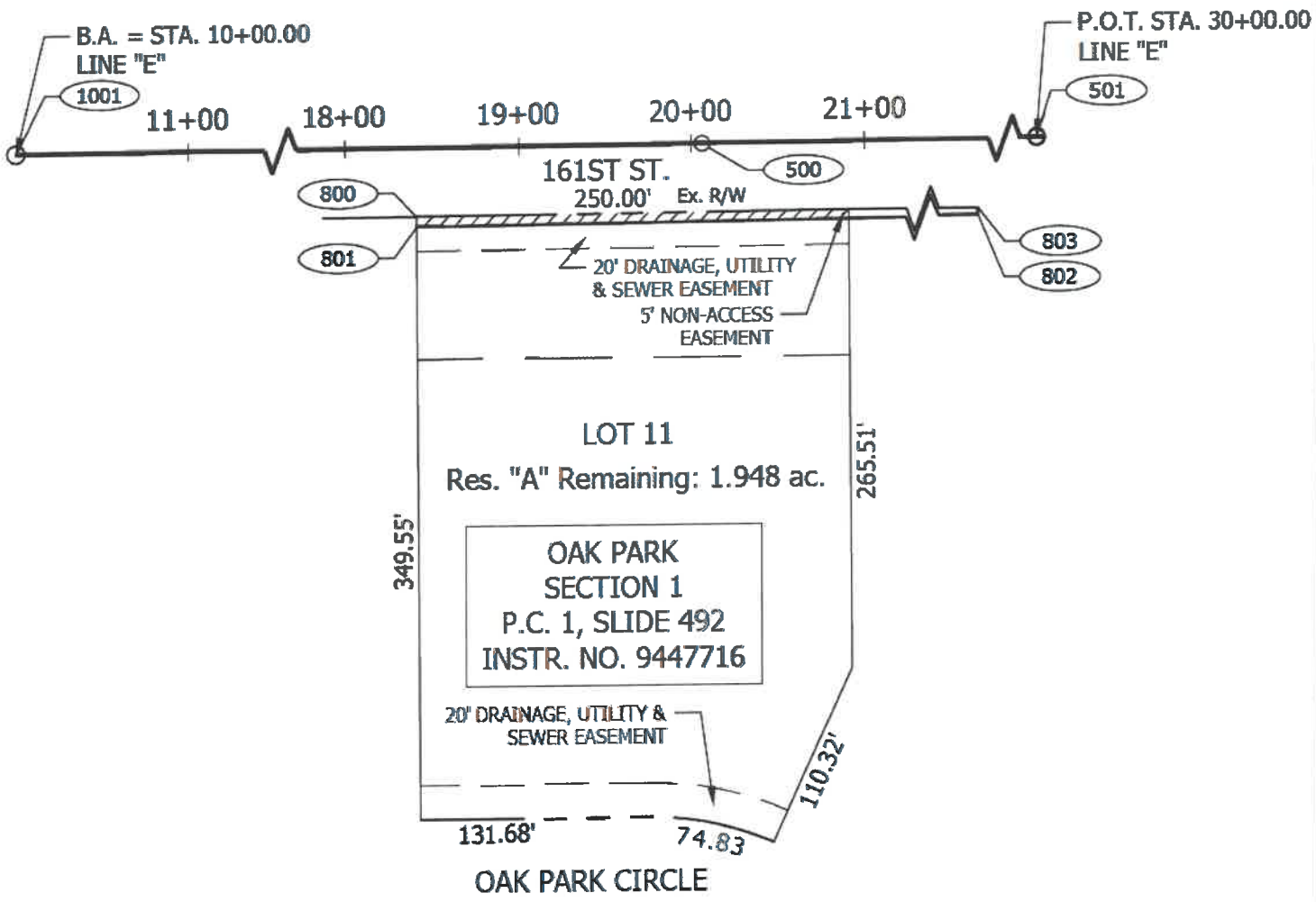
This description was prepared from information obtained from the Recorder's Office which were not necessarily checked by a field survey and has been prepared for the City of Westfield, by Rodney J. Kelly, License Number LS20500006, on this 16th day of October, 2025.

THE ETICA GROUP, INC.

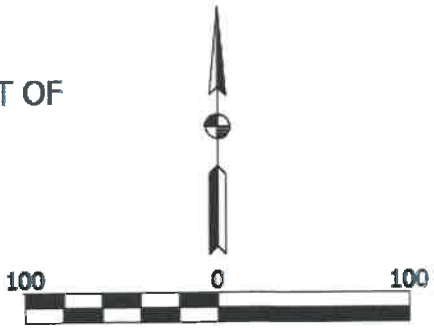
Rodney J. Kelly

License No. LS20500006, State of Indiana

Exhibit "B"
Right of Way Parcel Plat
Prepared for City of Westfield



SUBJECT TO THE STATUTORY EASEMENT OF THE "OAK PARK DRAIN"



Owner:	Victor T. Isbell, Et Ux
Parcel:	11
Road:	161st Street
County:	Hamilton
Section:	7
Township:	18N
Range:	4E

Hatched Area is the Approximate Taking.

Drawn By: CDM
Checked By: RJK

Instr. No. 199609601672 Dated: 1/9/1996

Dimensions Shown Are From The Above Listed Record Documents.

Exhibit "B"
Right of Way Parcel Plat
Prepared for City of Westfield

PARCEL POINT TABLE					
POINT NUMBER	NORTHING	EASTING	STATION	OFFSET	LINE
1001	*See Location Control Route Survey Plat				
500	*See Location Control Route Survey Plat				
501	*See Location Control Route Survey Plat				
800	162579.9930	755129.8122	18+40.64	40.00'	E
801	162573.9930	755129.8392	18+40.63	46.00'	E
802	162580.1887	755736.4989	24+47.32	44.00'	E
803	162584.1887	755736.4794	24+47.32	40.00'	E

SURVEYOR'S STATEMENT:
To the best of my knowledge and belief, this plat, together with the "Location Control Route Survey Plat" are Recorded as 2025027303 in the Office of the Recorder of Hamilton County, Indiana (Incorporated and made part hereof by reference) comprise a Route Survey executed in accordance with Indiana Administrative Code 865-IAC ("Rule 12").
This exhibit was prepared without the benefit of a title search.

Note: Stations & Offsets Control Over Both North & East Coordinates and Bearings & Distances

RODNEY J. KELLY REGISTERED No. LS20500006 STATE OF INDIANA LAND SURVEYOR

Rodney J. Kelly — October 16, 2025 DATE

Etica

Etica Group Project No: 240094

Owner: Victor T. Isbell, Et Ux
Parcel: 11
Road: 161st Street
County: Hamilton
Section: 7
Township: 18N
Range: 4E

Drawn By: CDM
Checked By: RJK

ACCEPTANCE

WHEREAS, the foregoing Grantors have this day filed with the City of Westfield, Indiana, their Dedication of Public Right of Way for the purpose of establishing City rights-of-way, which Dedication is hereinabove set forth:

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

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

WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY

Voting For	**Voting Against**	**Abstain**
Scott Willis	Scott Willis	Scott Willis
Chuck Lehman	Chuck Lehman	Chuck Lehman
Nick Barbknecht	Nick Barbknecht	Nick Barbknecht

ATTEST:

Patricia Leuteritz, Public Works Administrator

CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services ("Vendor Contract") is made and entered into as of the 25th day of February 2026, by and between City of Westfield ("Contracting Party") and E&B Paving, LLC ("Vendor").

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

A. **Basic Terms**. This Vendor Contract is on the following basic terms and conditions:

(a) Goods and/or services provided by Vendor: (See Exhibit B attached hereto and made a part hereof).

(b) Location: 181st Street and Grand Park Boulevard, Westfield, Indiana 46074 (the "City Property")

(c) Schedule:

a. Road Closure Timeframe: 60 Calendar Days

b. Latest Date to Open to Traffic: June 4, 2026

c. Substantially Complete Date: June 12, 2026

d. Contract Completion Date: September 4, 2026

(d) Purchase Price: One Million Two Hundred Sixty Thousand Five Hundred Eighty-Six Dollars and 93/100, $1,260,586.93 (see Proposal dated 1.28.26 - Exhibit B).

(e) Liquidated Damages shall be assessed at $1,000.00 per day for each day work is not complete within the specified timeframes and $2,000.00 per day for each day a road closure remains in place beyond the specified dates and timeline above.

(f) The Contracting Party provides two payment options to vendors for payment of approved invoiced amounts. They are as follows:

a. Option #1: Traditional – Invoices shall be payable within forty-five (45) days following Contracting Party's receipt and approval of an invoice at the address specified below.

b. Option #2: Preferred – Invoices are payable within 7 days following Contracting Party's receipt and approval of an invoice at the address specified below if vendor accepts MasterCard.

(g) The Contract Documents include:
a. This Goods and Services agreement

b. "Contract and Specifications for 181st Street and Grand Park Boulevard Roundabout" dated January 7, 2026 inclusive of all sections and appendixes.
c. Addendum #1 Dated 01.23.26

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

(h) Addresses:

If to Contracting Party (other than Invoices):	Invoice Address:
City of Westfield Department of Public Works Attn: Dustin Shoe 2706 East 171st Street Westfield, Indiana 46074	mpearce@westfield.in.gov w/ CC to ap@westfield.in.gov or City of Westfield Attn: Accounts Payable 2728 East 171st Street Westfield, Indiana 46074

If to Vendor:

E&B Paving, LLC
10500 Kincaid Drive
Fishers, IN 46037

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

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

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

CONTRACT TERMS AND CONDITIONS

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

2. **PERFORMANCE**: Vendor hereby agrees to provide all goods and services necessary to perform the requirements of this Vendor Contract and to execute its responsibilities hereunder by following and applying at all times the highest professional and technical guidelines and standards. Contracting Party reserves the right at any time to direct changes, or cause Vendor to make changes in the goods and services or to otherwise change the scope of the work covered by this Contract with a signed Change Order executed by both parties, and Vendor agrees to make such changes promptly. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by Contracting Party after receipt of documentation in such form and detail as Contracting Party may reasonably require.

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

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

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

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

without liability to Vendor, or have Vendor provide the goods from other sources in quantities and at times requested by Contracting Party at the price set forth in this Contract.

7. **LIENS**: Vendor shall not cause or permit the filing of any lien related to its services. In the event any such lien is filed and Vendor fails to remove such lien of record within thirty (30) days after the filing thereof, by payment or bonding, Contracting Party shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense. Vendor shall indemnify and hold harmless Contracting Party from and against any and all liability, loss, judgments, costs and expenses, including reasonable attorneys' fees, incurred by Contracting Party in connection with any such lien.

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

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

10. **REQUIRED INSURANCE AND INDEMNIFICATION**:

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

Worker's Compensation	Required.
Employer's Liability	$1,000,000 each accident, $1,000,000 disease each employee, and $1,000,000 disease policy limits.

Commercial General Liability (CG0001), including Personal Injury, Premises Operations, including explosion, collapse or underground property damage hazards, including costs to repair or replace damaged work. (The Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy).	$1,000,000 Per Occurrence and $2,000,000 General Aggregate.
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.

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

unauthorized alien. VENDOR further affirms that, prior to entering into the Contract with CITY, it will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

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

EXECUTED this _____ day of _____, 2026.

Contracting Party:	Vendor:
City of Westfie1ld 2728 East 171st Street Westfield, Indiana 46074	E&B Paving, LLC 10500 Kincaid Drive Fishers, IN 46037
_____ Signature	_____ Signature
_____ Printed Name	Steve Broermann Printed Name
_____ Title	Area Manager Title
_____ Date	2/17/2026 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 1/28/26

SECTION 3

PROPOSAL

CITY OF WESTFIELD, INDIANA

181st Street and Grand Park Boulevard Roundabout 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 181st Street and Grand Park Boulevard Roundabout 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.

Project includes intersection improvement to construct a roundabout with curb and gutter, curbed medians, storm sewers, multi-use path, sidewalk, curb ramps, pavement markings, signing, and lighting.

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 program will be located throughout the Westfield corporate limits.

The undersigned proposes to furnish all work for the construction of the 181st Street and Grand Park Boulevard Roundabout 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 the scheduling items below. If the schedule is not met by the specified dates below, the corresponding liquidated damages will be assessed per day.

Earliest date to begin work: April 6, 2026, $1,000/day
Earliest date to close the road: April 6, 2026, $2,000/day
Closure timeframe: 60 Calendar Days, $2,000/day
Open to Traffic: June 4, 2026, $2,000/day
Substantially Complete: June 12, 2026, $1,000/day
Contract Completion date: September 4, 2026, $1,000/day

Bidder acknowledges the schedule of this contract (initial): SEB

E & B PAVING, LLC SEAL

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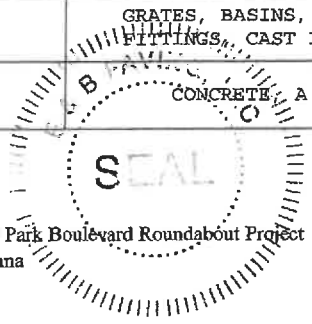
ITEMIZED PROPOSAL

ITEM	ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1		CONSTRUCTION ENGINEERING	LS	1.00	$29,000.00	$ 29,000.00
2		MOBILIZATION AND DEMOBILIZATION	LS	1.00	$63,000.00	$ 63,000.00
3		CLEARING RIGHT OF WAY	LS	1.00	$13,720.00	$ 13,720.00
4		CURB AND GUTTER, REMOVE	LFT	1,245.00	$ 8.42	$ 10,482.90
5		SIDEWALK CONCRETE, REMOVE	SYS	180.00	$ 9.87	$ 1,776.60
6		CONCRETE FOUNDATION, REMOVE	EACH	3.00	$ 2,098.00	$ 6,294.00
7		TRANSPORTATION OF SALVAGEABLE ITEMS	LS	1.00	$ 1,000.00	$ 1,000.00
8		EXCAVATION, COMMON	CYS	1,439.00	$ 51.10	$ 73,532.90
9		BORROW	CYS	635.00	$ 1.00	$ 635.00
10		STORMWATER MANAGEMENT BUDGET	DOL	22,810.00	$ 1.00	$ 22,810.00
11		STORMWATER MANAGEMENT IMPLEMENTATION	LS	1.00	$ 5,438.67	$ 5,438.67
12		SWQCP PREPARATION	LS	1.00	$ 2,000.00	$ 2,000.00
13		SUBGRADE TREATMENT, TYPE III	SYS	1,523.00	$ 2.59	$ 3,944.57
14		SUBGRADE TREATMENT, TYPE IC	SYS	4,559.00	$ 38.40	$ 175,065.60
15		SUBGRADE TREATMENT, TYPE IBC	SYS	1,876.00	$ 18.00	$ 33,768.00
16		STRUCTURE BACKFILL, TYPE 1	CYS	94.00	$ 95.67	$ 8,992.98
17		COMPACTED AGGREGATE, NO. 53	CYS	892.00	$ 79.40	$ 70,824.80
18		MILLING, ASPHALT, 1 1/2 IN.	SYS	65.00	$ 20.00	$ 1,300.00
19		HMA SURFACE, TYPE B	TON	386.00	$ 93.00	$ 35,898.00
20		HMA INTERMEDIATE, TYPE B	TON	642.00	$ 77.00	$ 49,434.00
21		HMA BASE, TYPE B	TON	1,027.00	$ 69.00	$ 70,863.00
22		JOINT ADHESIVE	LFT	844.00	$ 1.50	$ 1,266.00
23		ASPHALT FOR TACK COAT	TON	5.00	$ 1.00	$ 5.00
24		PCCP, 8 IN. (COLORED AND JOINTED)	SYS	352.00	$ 88.00	$ 30,976.00
25		D-1 CONTRACTION JOINT	LFT	248.00	$ 6.00	$ 1,488.00
26		HMA FOR SIDEWALK	TON	158.00	$ 135.00	$ 21,330.00

27		SIDEWALK, CONCRETE	SYS	1.00	$ 250.00	$ 250.00
28		CURB RAMP, CONCRETE	SYS	247.00	$ 155.00	$ 38,285.00
29		DETECTABLE WARNING SURFACES	SYS	32.00	$ 180.00	$ 5,760.00
30		CURB, CONCRETE	LFT	968.00	$ 29.00	$ 28,072.00
31		CURB AND GUTTER, CONCRETE	LFT	2,064.00	$ 25.00	$ 51,600.00
32		CURB AND GUTTER, TYPE B, CONCRETE, MODIFIED	LFT	265.00	$ 25.00	$ 6,625.00
33		CENTER CURB, D CONCRETE	SYS	15.00	$ 200.00	$ 3,000.00
34		GUTTER, CONCRETE, TYPE A	LFT	32.00	$ 150.00	$ 4,800.00
35		MONUMENT, TYPE B	EACH	2.00	$ 1,100.00	$ 2,200.00
36		MONUMENT, TYPE C	EACH	11.00	$ 550.00	$ 6,050.00
37		MONUMENT, TYPE D	EACH	13.00	$ 250.00	$ 3,250.00
38		MONUMENT, SECTION CORNER	EACH	1.00	$ 750.00	$ 750.00
39		RIPRAP, UNIFORM	TON	16.00	$ 87.22	$ 1,395.52
40		GEOTEXTILE FOR RIPRAP, TYPE 1A	SYS	54.00	$ 8.41	$ 454.14
41		MOBILIZATION AND DEMOBILIZATION FOR SEEDING	EACH	1.00	$ 400.00	$ 400.00
42		FERTILIZER	TON	1.00	$ 1,410.00	$ 1,410.00
43		SEED MIXTURE, U	LBS	82.00	$ 10.65	$ 873.30
44		MULCHING MATERIAL	TON	1.00	$ 930.00	$ 930.00
45		WATER	KGAL	4.00	$ 10.00	$ 40.00
46		TOPSOIL	CYS	405.00	$ 67.20	$ 27,216.00
47		SODDING, NURSERY	SYS	860.00	$ 8.30	$ 7,138.00
48		GRATES, BASINS, AND FITTINGS, CAST IRON	EACH	3.00	$ 2,500.00	$ 7,500.00
49		CONCRETE, A	CYS	10.00	$ 394.00	$ 3,940.00



50		PIPE, TYPE 4, CIRCULAR, DIAMETER 6 IN.	LFT	768.00	$ 19.40	$ 14,899.20
51		PIPE, TYPE 2, CIRCULAR, DIAMETER 12 IN.	LFT	232.00	$ 69.10	$ 16,031.20
52		VIDEO INSPECTION FOR PIPE	LFT	232.00	$ 14.05	$ 3,259.60
53		VIDEO INSPECTION FOR UNDERDRAIN	LFT	768.00	$ 4.25	$ 3,264.00
54		GEOTEXTILE FOR UNDERDRAINS, TYPE 1B	SYS	912.00	$ 1.35	$ 1,231.20
55		AGGREGATE FOR UNDERDRAINS	CYS	88.00	$ 89.10	$ 7,840.80
56		INLET, TYPE E7	EACH	1.00	$ 2,997.00	$ 2,997.00
57		INLET, TYPE J10	EACH	4.00	$ 3,779.00	$ 15,116.00
58		INLET, TYPE M10	EACH	4.00	$ 3,855.00	$ 15,420.00
59		MANHOLE, TYPE C4	EACH	4.00	$ 5,335.00	$ 21,340.00
60		STRUCTURE, MANHOLE, RECONSTRUCTED	LFT	6.00	$ 1,054.00	$ 6,324.00
61		ROAD CLOSURE SIGN ASSEMBLY	EACH	8.00	$ 216.00	$ 1,728.00
62		DETOUR ROUTE MARKER ASSEMBLY	EACH	58.00	$ 163.00	$ 9,454.00
63		CONSTRUCTION SIGN, A	EACH	20.00	$ 219.00	$ 4,380.00
64		CONSTRUCTION SIGN, B	EACH	26.00	$ 69.00	$ 1,794.00
65		MAINTAINING TRAFFIC	LS	1.00	$ 5,156.71	$ 5,156.71
66		BARRICADE, III-A	LFT	108.00	$ 11.00	$ 1,188.00
67		BARRICADE, III-B	LFT	128.00	$ 12.00	$ 1,536.00
68		SIGN POST, SQUARE, TYPE 1, REINFORCED ANCHOR BASE	LFT	386.00	$ 29.00	$ 11,194.00
69		SIGN POST, SQUARE, TYPE 2, REINFORCED ANCHOR BASE	LFT	83.00	$ 28.00	$ 2,324.00
70		SIGN, SHEET, WITH LEGEND, 0.080 IN THICKNESS	SFT	239.00	$ 28.00	$ 6,692.00
71		SIGN, SHEET, WITH LEGEND, 0.100 IN THICKNESS	SFT	18.00	$ 30.00	$ 540.00

72		CONDUIT, HDPE, 2 IN. SCHEDULE 40	LFT	47.00	$ 27.00	$ 1,269.00
73		CONDUIT, HDPE, 2 IN. SCHEDULE 80	LFT	256.00	$ 25.00	$ 6,400.00
74		CONTROLLER CABINET FOUNDATION, TYPE M	EACH	1.00	$ 1,750.00	$ 1,750.00
75		HANDHOLE, LIGHTING	EACH	6.00	$ 1,500.00	$ 9,000.00
76		SERVICE POINT, II, MODIFIED	EACH	1.00	$ 8,500.00	$ 8,500.00
77		LIGHT STRUCTURE, REMOVE	EACH	2.00	$ 1,200.00	$ 2,400.00
78		LUMINAIRE, ORNAMENTAL	EACH	8.00	$ 1,900.00	$ 15,200.00
79		LIGHT POLE, ORNAMENTAL	EACH	8.00	$ 9,500.00	$ 76,000.00
80		WIRE, NO.4, COPPER, IN PLASTIC DUCT, IN TRENCH, 4 1/C	LFT	679.00	$ 20.00	$ 13,580.00
81		LIGHTING FOUNDATION, CONVENTIONAL POLE, CONCRETE, WITH GROUNDING	EACH	8.00	$ 2,500.00	$ 20,000.00
82		CABLE, POLE CIRCUIT, THWN, NO. 10 COPPER, STRANDED 1/C	LFT	1,176.00	$ 1.75	$ 2,058.00
83		CONNECTOR KIT, UNFUSED	EACH	8.00	$ 55.00	$ 440.00
84		CONNECTOR KIT, FUSED	EACH	8.00	$ 55.00	$ 440.00
85		MULTIPLE COMPRESSION FITTING, NON-WATERPROOFED	EACH	12.00	$ 30.00	$ 360.00
86		MULTIPLE COMPRESSION FITTING, WATERPROOFED	EACH	12.00	$ 55.00	$ 660.00
87		INSULATION LINK, NON-WATERPROOFED	EACH	20.00	$ 30.00	$ 600.00
88		INSULATION LINK, WATERPROOFED	EACH	24.00	$ 55.00	$ 1,320.00
89		TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	LFT	272.00	$ 8.62	$ 2,344.64
90		LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN	LFT	86.00	$ 1.08	$ 92.88
91		LINE, THERMOPLASTIC, SOLID, 8 IN	LFT	132.00	$ 2.88	$ 380.16
92		LINE, THERMOPLASTIC, DOTTED, WHITE, 8 IN	LFT	151.00	$ 6.44	$ 972.44

SEAL

93		TRANSVERSE MARKING, THERMOPLASTIC, YIELD LINE, WHITE, 36 IN.	LFT	60.00	$ 20.27	$ 1,216.20
94		LINE, THERMOPLASTIC, SOLID, YELLOW, 6 IN	LFT	2,166.00	$ 1.62	$ 3,508.92
95		SNOWPLOWABLE RAISED PAVEMENT MARKER	EACH	20.00	$ 80.00	$ 1,600.00
					Total	**$ 1,260,586.93**

Base Bid Amount in words for 181st Street and Grand Park Boulevard Road Project:

One Million Two Hundred Sixty Thousand Five Hundred Eighty Six Dollars and **93** /100

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

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

Sixty Three Thousand Twenty Nine Dollards dollars and 35/100

Dollars ($ 63,029.35),

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 Non-collusion 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. ONE **is hereby acknowledged.**

Respectfully submitted,

E&B Paving, LLC

SEAL

Contractor

(Individual _____) (Partnership _____)

or (Corporation X)

By _____

Steve Broermann

Title Area Manager

Address 10500 Kincaid Drive

Fishers, IN 46037

Dated:

January 28, 20 26

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.

Attachment 1

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

CITY OF WESTFIELD

181st Street and Grand Park Boulevard Roundabout Project

ADDENDUM NO. 1

ISSUE DATE: January 23, 2026

BID DATE: January 28, 2026

This Addendum No. 1 to the **181st Street and Grand Park Boulevard Roundabout** project is hereby declared a part of the Contract Documents. This addendum is issued for the modification, addition to, and/or clarification of the Contract Documents. **Bidders shall acknowledge receipt of this Addenda in their proposal.**

This Addendum No. 1 consists of the following:

Item A: Responses to questions from potential bidders.

Item B: Revised vehicular detour signs on Plan Sheet 11.

Item C: Revised sign sizes on Plan Sheets 28, 29, 31, and 32.

Item D: Revised Itemized Proposal – Section 3 pages 2 through 7.

Item E: CenterPoint Energy Approved Work Plan.

ITEM A

Responses to Questions from Potential Bidders

Responses to questions from bidders:

1. In the plans "SNOWPLOWABLE RAISED PAVEMENT MARKER, YELLOW IN AN 'X' PATTERN", "LINE, THERMOPLASTIC, SOLID, YELLOW, 6"", and "TRANSVERSE MARKING, THERMOPLASTIC, YIELD LINE, WHITE, 36", "SHARK TEETH", SEE DETAIL 'A' THIS SHEET" are noted in the legend on sheet number 28 and shown on the plans, but not shown in the bid items.

   These bid items are included in the revised Itemized Proposal, under Item D of this addendum.

2. We have a couple of questions about the pavement markings on 181st and Grand Park Blvd RAB bid.
   On sheet 28 of the plans:
   - No bid item for 6" solid yellow (tag 52). I calculate ballpark 3200 LF
   - No bid item for RPM's (Tag 47) - 2
   - No bid item for "Sharks Teeth" 36" yield line. (Tag 57) - 72 LF
   If we could get clarification on these that would be very helpful. Thank you and let us know if you have any questions for us.

   These bid items are included in the revised Itemized Proposal, under Item D of this addendum.

3. I am currently working on the 181st Street and Grand Park Boulevard Roundabout project and noticed a couple of things with the pavement marking pay item and plan sheets. The plan sheets show Thermo Transverse Marking Yield Lines, as well as, Line Thermo 6 IN Yellow. There are no pay items for these pavement markings. How will these get paid for, or can an item be added for these markings?

   These bid items are included in the revised Itemized Proposal, under Item D of this addendum.

4. On sheet number 25, the plans and legend shows "TEMPORARY GRAVEL CONSTRUCTION ENTRANCE" which is not mentioned on the bid items. Would the ~367 SYS of this be paid for under a different item, if so, which item?

   "TEMPORARY GRAVEL CONSTRUCTION ENTRANCE" is paid for under the "STORMWATER MANAGEMENT BUDGET" pay item as per the INDOT Standard Specification section 205.

5. What is the purpose of using Subgrade Treatment IC on Grand Park Blvd while Subgrade Treatment IBC is used for the majority of the project? Would it be possible to substitute Type IC for Type IBC where used?

   Subgrade Treatment IC used on Grand Park Boulevard due to the presence of shallow utilities. Subgrade Treatment IC can be used in place of Type IBC as per INDOT Standard Specification section 207.06 which states, if the Contractor elects to use Type IC for Type IBC payment will be made at the price of Type IBC.

6. Where will Line-Item number 49 "CONCRETE, A" be used within the project?

   "Concrete, A" to be placed as shown on Sheet 13 and 14 along Line 'PRA' over the existing gas main, and as detailed on Sheet 4.

ITEM D

Revised Itemized Proposal

ITEMIZED PROPOSAL

ITEM	ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1		CONSTRUCTION ENGINEERING	LS	1.00	$	$
2		MOBILIZATION AND DEMOBILIZATION	LS	1.00	$	$
3		CLEARING RIGHT OF WAY	LS	1.00	$	$
4		CURB AND GUTTER, REMOVE	LFT	1,245.00	$	$
5		SIDEWALK CONCRETE, REMOVE	SYS	180.00	$	$
6		CONCRETE FOUNDATION, REMOVE	EACH	3.00	$	$
7		TRANSPORTATION OF SALVAGEABLE ITEMS	LS	1.00	$	$
8		EXCAVATION, COMMON	CYS	1,439.00	$	$
9		BORROW	CYS	635.00	$	$
10		STORMWATER MANAGEMENT BUDGET	DOL	22,810.00	$	$
11		STORMWATER MANAGEMENT IMPLEMENTATION	LS	1.00	$	$
12		SWQCP PREPARATION	LS	1.00	$	$
13		SUBGRADE TREATMENT, TYPE III	SYS	1,523.00	$	$
14		SUBGRADE TREATMENT, TYPE IC	SYS	4,559.00	$	$
15		SUBGRADE TREATMENT, TYPE IBC	SYS	1,876.00	$	$
16		STRUCTURE BACKFILL, TYPE 1	CYS	94.00	$	$
17		COMPACTED AGGREGATE, NO. 53	CYS	892.00	$	$
18		MILLING, ASPHALT, 1 1/2 IN.	SYS	65.00	$	$
19		HMA SURFACE, TYPE B	TON	386.00	$	$
20		HMA INTERMEDIATE, TYPE B	TON	642.00	$	$
21		HMA BASE, TYPE B	TON	1,027.00	$	$
22		JOINT ADHESIVE	LFT	844.00	$	$
23		ASPHALT FOR TACK COAT	TON	5.00	$	$
24		PCCP, 8 IN. (COLORED AND JOINTED)	SYS	352.00	$	$
25		D-1 CONTRACTION JOINT	LFT	248.00	$	$
26		HMA FOR SIDEWALK	TON	158.00	$	$

27		SIDEWALK, CONCRETE	SYS	1.00	$	$
28		CURB RAMP, CONCRETE	SYS	247.00	$	$
29		DETECTABLE WARNING SURFACES	SYS	32.00	$	$
30		CURB, CONCRETE	LFT	968.00	$	$
31		CURB AND GUTTER, CONCRETE	LFT	2,064.00	$	$
32		CURB AND GUTTER, TYPE B, CONCRETE, MODIFIED	LFT	265.00	$	$
33		CENTER CURB, D CONCRETE	SYS	15.00	$	$
34		GUTTER, CONCRETE, TYPE A	LFT	32.00	$	$
35		MONUMENT, TYPE B	EACH	2.00	$	$
36		MONUMENT, TYPE C	EACH	11.00	$	$
37		MONUMENT, TYPE D	EACH	13.00	$	$
38		MONUMENT, SECTION CORNER	EACH	1.00	$	$
39		RIPRAP, UNIFORM	TON	16.00	$	$
40		GEOTEXTILE FOR RIPRAP, TYPE 1A	SYS	54.00	$	$
41		MOBILIZATION AND DEMOBILIZATION FOR SEEDING	EACH	1.00	$	$
42		FERTILIZER	TON	1.00	$	$
43		SEED MIXTURE, U	LBS	82.00	$	$
44		MULCHING MATERIAL	TON	1.00	$	$
45		WATER	KGAL	4.00	$	$
46		TOPSOIL	CYS	405.00	$	$
47		SODDING, NURSERY	SYS	860.00	$	$
48		GRATES, BASINS, AND FITTINGS, CAST IRON	EACH	3.00	$	$
49		CONCRETE, A	CYS	10.00	$	$

50		PIPE, TYPE 4, CIRCULAR, DIAMETER 6 IN.	LFT	768.00	$	$
51		PIPE, TYPE 2, CIRCULAR, DIAMETER 12 IN.	LFT	232.00	$	$
52		VIDEO INSPECTION FOR PIPE	LFT	232.00	$	$
53		VIDEO INSPECTION FOR UNDERDRAIN	LFT	768.00	$	$
54		GEOTEXTILE FOR UNDERDRAINS, TYPE 1B	SYS	912.00	$	$
55		AGGREGATE FOR UNDERDRAINS	CYS	88.00	$	$
56		INLET, TYPE E7	EACH	1.00	$	$
57		INLET, TYPE J10	EACH	4.00	$	$
58		INLET, TYPE M10	EACH	4.00	$	$
59		MANHOLE, TYPE C4	EACH	4.00	$	$
60		STRUCTURE, MANHOLE, RECONSTRUCTED	LFT	6.00	$	$
61		ROAD CLOSURE SIGN ASSEMBLY	EACH	8.00	$	$
62		DETOUR ROUTE MARKER ASSEMBLY	EACH	**58.00**	$	$
63		CONSTRUCTION SIGN, A	EACH	**20.00**	$	$
64		CONSTRUCTION SIGN, B	EACH	26.00	$	$
65		MAINTAINING TRAFFIC	LS	1.00	$	$
66		BARRICADE, III-A	LFT	108.00	$	$
67		BARRICADE, III-B	LFT	**128.00**	$	$
68		SIGN POST, SQUARE, TYPE 1, REINFORCED ANCHOR BASE	LFT	**386.00**	$	$
69		SIGN POST, SQUARE, TYPE 2, REINFORCED ANCHOR BASE	LFT	**83.00**	$	$
70		SIGN, SHEET, WITH LEGEND, 0.080 IN THICKNESS	SFT	**239.00**	$	$
71		SIGN, SHEET, WITH LEGEND, 0.100 IN THICKNESS	SFT	**18.00**	$	$

72		CONDUIT, HDPE, 2 IN. SCHEDULE 40	LFT	47.00	$	$
73		CONDUIT, HDPE, 2 IN. SCHEDULE 80	LFT	256.00	$	$
74		CONTROLLER CABINET FOUNDATION, TYPE M	EACH	1.00	$	$
75		HANDHOLE, LIGHTING	EACH	6.00	$	$
76		SERVICE POINT, II, MODIFIED	EACH	1.00	$	$
77		LIGHT STRUCTURE, REMOVE	EACH	2.00	$	$
78		LUMINAIRE, ORNAMENTAL	EACH	8.00	$	$
79		LIGHT POLE, ORNAMENTAL	EACH	8.00	$	$
80		WIRE, NO.4, COPPER, IN PLASTIC DUCT, IN TRENCH, 4 1/C	LFT	679.00	$	$
81		LIGHTING FOUNDATION, CONVENTIONAL POLE, CONCRETE, WITH GROUNDING	EACH	8.00	$	$
82		CABLE, POLE CIRCUIT, THWN, NO. 10 COPPER, STRANDED 1/C	LFT	1,176.00	$	$
83		CONNECTOR KIT, UNFUSED	EACH	8.00	$	$
84		CONNECTOR KIT, FUSED	EACH	8.00	$	$
85		MULTIPLE COMPRESSION FITTING, NON-WATERPROOFED	EACH	12.00	$	$
86		MULTIPLE COMPRESSION FITTING, WATERPROOFED	EACH	12.00	$	$
87		INSULATION LINK, NON-WATERPROOFED	EACH	20.00	$	$
88		INSULATION LINK, WATERPROOFED	EACH	24.00	$	$
89		TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	LFT	272.00	$	$
90		LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN	LFT	86.00	$	$
91		LINE, THERMOPLASTIC, SOLID, 8 IN	LFT	132.00	$	$
92		LINE, THERMOPLASTIC, DOTTED, WHITE, 8 IN	LFT	151.00	$	$

93		TRANSVERSE MARKING, THERMOPLASTIC, YIELD LINE, WHITE, 36 IN.	LFT	60.00	$	$
94		LINE, THERMOPLASTIC, SOLID, YELLOW, 6 IN	LFT	2,166.00	$	$
95		SNOWPLOWABLE RAISED PAVEMENT MARKER	EACH	20.00	$	$
					Total	$

Base Bid Amount in words for 181st Street and Grand Park Boulevard Road Project:

_____ Dollars and _____/100

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

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

_____

_____ Dollars ($_____),

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 Non-collusion 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. _____ is hereby acknowledged.

Respectfully submitted,

_____

Contractor
(Individual___) (Partnership___)
or (Corporation ___)

By _____

Title _____

Dated: Address _____

_____, 20____ _____

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.

ITEM E

CenterPoint Energy Approved Work Plan

Date: 12/10/2025

Subject:

Utility Relocation Work Plan for:	CenterPoint Gas Energy
Facility Type:	Natural Gas Distribution

Section 1: General Information

A. City of Westfield Project Information

1.	Route Number:	181st Street and Grand Park Boulevard
2.	Location:	Intersection of 181st Street and Grand Park Boulevard
3.	Work Type:	Intersection Improvement - Roundabout
4.	Letting Date:	Spring 2026
5.	Date Work Plan Needed	November 10, 2025
6.	Target Date for Utility to be out of conflict with Project	Spring 2026

B. Utility Designated Contact – Information

1.	Designated Contact Name:	Chad Miller
2.	Office telephone:	(317) 979-3291
3.	Mobile telephone:	(317) 776-5590
4.	Email address:	Chad.R.Miller@centerpointenergy.com
5.	Agency name	CenterPoint Energy
6.	Address:	16000 Allisonville Road
7.	City, State, Zip Code:	Noblesville, IN
8.	Construction Emergency Contact:	
	Name:	CNP 24 Hr. Call Center
	Number:	1-800-227-1376

C. By signing here, the Utility has determined to the best of their ability that they do not have facilities within the project area:

Signature of Utility Representative Print Name Date

Note: A signature by the utility representative at item "(C)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct

D. Utility Coordinator Contact Information

1.	Utility Coordinator Name:	Jordan Hasley
2.	Office Telephone:	317-633-4120
3.	Mobile Telephone:	
4.	Email Address:	jhasley@dlz.com
5.	Agency Name:	DLZ
6.	Address:	138 N. Delaware
7.	City, State, Zip Code	Indianapolis, IN 46204

Section 2: A narrative description of existing facilities within the project limits and any facility relocation that will be required. [IAC 13-3-3(c)]

A. Describe what types of existing active and inactive facilities are present.

- **Active**
  - **6" HP STL Gas Distribution Main**
- **Inactive**
  - **Abandoned Services**

B. Describe the location of existing active and inactive facilities.

- **Active**
  - **6" HP STL Gas Distribution Main**
    - **Along the north side of 181st St. throughout scope.**
- **Inactive**
  - **Abandoned Services**
    - **724 E 181st St**
    - **726 E 181st St**

C. Describe what will be done with existing active and inactive facilities.

- **All CenterPoint gas facilities will remain in place. Please ensure the safety guidelines on section 6B are followed**

D. Describe the details of the proposed new facilities.

N/A

E. Describe the proposed location of the new facilities.

N/A

F. By signing here, the Utility has determined to the best of their ability that they have facilities within the project area and the facilities are not in conflict with the project based upon the plans received on 12/9/25

Chad Miller	**Chad Miller**	**1/6/2026**
Signature of Utility Representative	Print Name	Date

Note: A signature by the utility representative at item "(F)" fulfills the requirement to complete the rest of this form and affirms their contact information above is correct.

Section 3: A statement whether the facility relocation is or is not dependent on the acquisition of additional property interests with a description of that work. [IAC 13-3-3(c) (2) (B)]

N/A

Section 4: A statement whether the utility is or is not willing to allow the contractor to do the required work as part of the highway contract. [IAC 13-3-3(c) (3)]

N/A

Section 5: From the date the work plan is approved by both parties; please provide the Utility's pre-construction scheduling information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

A.	The expected lead time in calendar days to obtain required permits:	**N/A**
B.	The expected lead time in calendar days to obtain materials:	**N/A**
C.	The expected lead time in calendar days to schedule work crews:	**N/A**
D.	If the contractor is being selected by competitive bid what is the date of selection?	**N/A**
E.	The expected lead time in calendar days to obtain new property interests:	**N/A**
F.	The earliest date when the utility could begin to implement the pre-construction activities of the work plan:	**N/A**
G.	The total number of calendar days for pre-construction activities: (accounting for concurrent activities)	**N/A**

Section 6: The Utility Construction Scheduling Information. [IAC 13-3-3(c) (4), IAC 13-3-3(c) (5)]

A. A statement whether the facility relocation is or is not dependent on work to be done by another utility with a description of that work. [IAC 13-3-3(c)(2)(A)(i)]

1. Utility A, with a description of the required work.

   N/A

2. Utility B, with a description of the required work.

   N/A

3. Utility C, with a description of the required work.

   N/A

B. A statement whether the facility relocation is or is not dependent on work to be done by the department or the department's contractor with a description of that work. [IAC 13-3- 3(c)(2)(A)(ii)]

1. Work item A

Equipment/vehicle/load limitations with down to 1.7' of cover (1.2' to bottom of subgrade + 6 inch lift) from top of pipe to subgrade level:

- **Tracked equipment cannot exceed 50,000 lbf gross weight**
- **Rollers for compaction of subgrade cannot exceed 20,000 lbf gross weight (10,000 lbf per axle) and NO vibratory compaction**
- **Tri-axels and other street legal wheeled vehicles are prohibited unless steel plates or 4 inch (minimum) concrete pad is used to cross the line.**
- **Any other non-street legal equipment prohibited**

Equipment/vehicle/load limitations with 2 feet or more of cover from top of pipe to subgrade level:

- **Tracked equipment cannot exceed 90,000 lbf gross weight**
- **Rollers for compaction of subgrade cannot exceed 34,000 lbf gross weight (17,000 lbf per axle) and NO vibratory compaction**
- **Tri-axels and other street legal wheeled vehicles are acceptable to cross the line.**
- **Any other non-street legal equipment prohibited**

Once asphalt is in place normal street legal traffic/equipment is acceptable.

2. Work item B

N/A

3. Work item C

N/A

C. How many calendar days after the events identified in Sec 6 A and B are completed can the utility begin construction: **N/A**

D. The number of calendar days to complete the relocation work: **N/A**

Section 7: A drawing of sufficient detail with station, offset, elevations, and scale to show the proposed location of the facility relocation, which takes precedence over the narrative description of the work, needs to be on City of Westfield Construction drawings. [IAC 13-3-3(c) (6)]. Plans must be attached to this Work Plan Document.

N/A

Section 8: For each work plan the utility shall include a cost estimate for the facility relocation. For reimbursable work the estimate will identify betterment and salvage which is not reimbursable. [IAC 13-3-3(d)]

N/A

Section 9: For work the utility is entitled to be compensated by the Department, the work plan shall include documentation of property interests and compensable land rights. [IAC 13-3-3(d)]

N/A

Section 10: The implementation of this approved work plan is dependent upon the issuance of: (a notice to proceed will be provided when items in Section 6 are accomplished)

Items Completed	Yes	Not Applicable
An executed reimbursement agreement with City of Westfield:	☐	☒
A relocation permit from City of Westfield:	☐	☒

(Note: Double-click on box in Yes or NA to mark it with an "X")

Signature of Utility Representative

Date

Utility Representative Name Printed

City of Westfield use only below this point ----------City of Westfield use only below this point

City of Westfield use only below this point ---------- City of Westfield use only below this point

The following sections are to be used by City of Westfield personnel to review the utility relocation work plan.

Section 11: The Department shall review the work plan to ensure that it: [IAC 13-3-3(e)]

Description	Yes	N/A	Utility Coordinator Initials
(1.a) is compatible with department permit requirements	☐	☒	JWH
(1.b) is compatible with the project plans	☐	☒	JWH
(1.c) is compatible with the construction schedule	☐	☒	JWH
(1.d) is compatible with other utility relocation work plans	☐	☒	JWH
(2.a) has reasonable relocation scheme	☐	☒	JWH
(2.b) has a reasonable cost for compensable work	☐	☒	JWH

(Note: Double-click on box under Yes or N/A to mark it with an "X")

Jordan Hasley

Utility Coordinator Signature

1/6/2026

Date

Jordan Hasley/DLZ INDIANA LLC

Utility Coordinator Name Printed

Section 12: Approved Work Plan. [IAC 13-3-3(f)]

I have reviewed the work plan and have been made aware of the schedule and budget.

Project Manager Signature

1/7/26

Date

Joseph T Rempel

Project Manager Name Printed

Attachment 2

The Affidavit of Employee Status shall be signed and notarized.

AFFIDAVIT OF EMPLOYEE STATUS

Re: Project – 181st Street and Grand Park Boulevard Roundabout

WHEREAS, the City of Westfield, Hamilton County, Indiana, hereinafter referred to as the "City" is in the process of construction work on the 181st Street and Grand Park Boulevard Roundabout Project, hereinafter referred to as the "Project";

WHEREAS, E&B Paving, LLC, hereinafter referred to as the "Vendor", is the general contractor of the above reference project; and

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

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

Signature: _____

Steve Broermann
Printed Name: _____

Signature: _____

Printed Name: _____

OFFICIAL SEAL
LAURA BETH BLEVINS
COMMISSION NUMBER NP0745792
NOTARY PUBLIC-STATE OF INDIANA
MADISON COUNTY
MY COMM. EXPIRES JAN 02, 2031

STATE OF INDIANA:

SS:

COUNTY OF Hamilton :

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

Witness my hand and Notarial Seal this 17 day of February, 2026

Laura Beth Blevins
Signature

Laura Beth Blevins
Printed Name

My Commission expires Jan 2, 2031

I am a resident of Madison County.

CITY OF WESTFIELD BY:

_____

, Director of Public Works

STATE OF INDIANA:

SS:

COUNTY OF HAMILTON:

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

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

_____
Signature

_____
Printed Name

My Commission expires _____

I am a resident of _____ County.

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

Attachment 3

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

CITY OF
Westfield
INDIANA

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:	181st Street and Grand Park Boulevard Project
Westfield Project Number:	2410096
Westfield Project Manager:	Michael Pearce
Westfield PO Number:	

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

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

Cross Reference Instrument: _____

GRANT OF EASEMENT AND MAINTENANCE AGREEMENT

This Grant of Easement and Maintenance Agreement (the "Agreement") is made this ____ day of _____, 2026, by Towne Run Retail, LLC, an Indiana limited liability company ("Grantor"), in favor of the City of Westfield, Indiana (the "City") and the City of Westfield Redevelopment Commission ("RDC" and, collectively, with the City, "Grantee").

RECITALS

WHEREAS, Grantor is the owner of a tract of land on the northwest corner of West 146th Street and Towne Road, in the City of Westfield, Hamilton County, Indiana, as more particularly described on **Exhibit A**, attached hereto and incorporated herein by this reference (the "Real Estate").

WHEREAS, Grantor desires to grant to Grantee and Grantee desires to obtain from Grantor, a perpetual easement (the "Easement") on, in, above, over, across and through that portion of the Real Estate illustrated on **Exhibit C**, attached hereto and incorporated herein by this reference (the "Easement Area"), for purposes of accessing (including, where applicable, vehicular access), maintaining, protecting, sustaining, using and inspecting a recreational trailhead, gazebo, passenger vehicle and golf cart parking, and related public purposes (collectively, the "Public Improvements") for public use.

GRANT AND MAINTENANCE AGREEMENT

NOW, THEREFORE, in consideration of the payment of the sum of Ten Dollars ($10.00) and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. Recitals. The foregoing recitals are hereby affirmed by the parties as true and correct and each such recital is incorporated herein by this reference.

2. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive easement on, over, across, and through the Easement Area for the purpose of accessing (including, where applicable, vehicular access), protecting, sustaining, using, and inspecting the Public Improvements and related appurtenances by the general public for the purposes for which they were constructed or installed. Notwithstanding the foregoing, the easement granted for pedestrian and vehicular access to and use of the passenger vehicle parking spaces described by legal description in **Exhibit B** and identified on **Exhibit C** (the "Public Parking Spaces") for passenger vehicle parking shall be for the exclusive use of the general public at all times and not for the private use of Grantor or its tenants, subtenants, or other users or licensees of the Real Estate. Notwithstanding the foregoing, Grantor shall have no obligation to inspect, police, or enforce the use of the Public Parking Spaces, except to the extent caused by Grantor or its agents, employees, contractors, or licensees; provided that Grantor shall: (a) include in every lease, license, or other

occupancy agreement of the Real Estate that the tenant, licensee, or other user thereunder, along with its agents, employees, contractors, licensees, customers, and invitees, is prohibited from parking in the Public Parking Spaces; (b) use commercially reasonable efforts to enforce the terms of such prohibition, including, without limitation, notifying a tenant of parking violations and possible towing in the event Grantor has actual knowledge of such violations occurring; and (c) not indicate or communicate, formally or informally, expressed or implied, to such tenant, licensee, or other user that Grantor will not enforce such prohibition. Grantor hereby grants to Grantee, at Grantee's cost, the right to enforce Grantee's rights in and to the Public Parking Spaces granted by this Agreement, including, without limitation, the right to tow or remove and/or ticket vehicles owned by Grantor or the tenants or other occupants of the Real Estate and/or their respective agents, employees, contractors, licensees, subtenants, customers, or invitees.

3. Nature and Assignment of Easements and Rights. The Easement and rights granted herein, and, together with the burdens thereof and obligations associated therewith, shall: (a) run with and burden the Easement Area; (b) inure to the benefit of Grantee and its successors and assigns; and (c) bind and inure to the benefit of the Grantor, and its grantees, successors, and assigns, as the owner of all or any part of the Easement Area and Real Estate. Each instrument which conveys, grants, transfers, creates or assigns any interest in all or any portion of the Easement Area shall be deemed to impose as a limitation or restriction upon the entire or such portion of the Easement Area, the burden of the Easement and rights granted herein and the obligations associated therewith (whether or not the instrument of conveyance expressly imposes such limitation or restriction).

4. Condition of the Easement Areas. Grantee shall have no obligation to make improvements to, provide security for, or ensure compliance of the Easement Area with applicable zoning ordinances or other laws or regulations. Grantor agrees that all personal property of Grantor, or of any party claiming through or under Grantor, placed on the Easement Area shall be at Grantor's sole risk. Grantee shall not be liable for any loss or damage to such property, except to the extent caused by the negligence or intentional misconduct of Grantee or its officers, members, managers, agents, employees, or contractors. Grantor shall, at its sole cost and expense, maintain the Easement Area in good operating condition and repair.

5. Maintenance; Casualty.

(a) Grantor, at its cost, shall:

(i) maintain, inspect, repair, and replace the Public Improvements so that the same are in a good, working (as applicable), safe, sanitary, clean, and sightly condition suitable for providing the pedestrian and, where applicable, vehicular, access, ingress, and egress that they are intended to provide;

(ii) otherwise operate, manage, use, maintain, and repair the Public Improvements so that the same: (A) remain in a sound condition; and (B) are in a good, safe, working (as applicable), sanitary, clean, and sightly condition that complies with all applicable laws; and

(iii) pay, prior to delinquency but subject to contests in good faith and in accordance with applicable laws, all real estate taxes and assessments against the Real Estate.

The obligation to maintain includes, without limitation, the obligation to make regular inspections, repairs, and any necessary replacements to ensure the usability and good condition of the Public Improvements. In connection with Subsections 5(a)(i)-(iii), Grantor shall undertake routine and capital maintenance, repairs, and replacements as reasonably are necessary or appropriate; provided that, in all events such capital maintenance, repairs, and replacements shall be undertaken in accordance with a standard that is at least as high as the standards for maintenance by Grantee of similar public areas and public improvements.

(b) If all or any material portion of the Public Improvements is damaged or destroyed by fire or other casualty, then, within 60 days after the occurrence thereof, Grantor shall submit to Grantee for approval, which approval shall not be unreasonably withheld, Grantor's plans for repair, restoration, and/or replacement of the same (the "Restoration Plans"). Grantee shall have 45 days within which to deliver to Grantor written notice of approval or rejection of the Restoration Plans; provided that, in the case of a rejection, such written notice shall state the reason for the rejection with reasonable specificity. This process shall continue until such time as the Restoration Plans have been approved by Grantee. Upon approval of the Restoration Plans, Grantor shall: (i) undertake the repair, restoration, and/or replacement of the Public Improvements in accordance with the Restoration Plans so that upon completion, the Public Improvements: (A) are in substantially the same (or better) condition as before such damage or destruction; and (B) otherwise are in a good, safe, structurally sound, sanitary, clean, and sightly condition that complies with applicable laws and the terms and conditions of this Agreement; and (ii) pay all costs and expenses in connection with completing such repairs, restorations, and/or replacements so that the Public Improvements are free and clear of all claims and liens resulting therefrom.

6. Reservation of Rights. Grantor reserves the right to use and enjoy the Easement Area for all purposes not inconsistent with the permitted and/or exclusive uses thereof by Grantee, its successors and assigns; provided that Grantor shall not construct or place or permit to be constructed or placed, any permanent structure or obstruction on the Easement Area that will damage or disturb or unreasonably prevent or interfere with Grantee's use of the Easement Area for the purposes permitted herein.

7. Representations and Warranties. Grantor represents and warrants that: (a) Grantor is the owner of fee simple title to the Real Estate; (b) to Grantor's knowledge, there are no mortgage, judgment, mechanic's, materialman's, or other similar liens against the Real Estate; provided that nothing in this Agreement shall be deemed to prohibit any mortgage or other similar liens recorded against the Real Estate after this Agreement is recorded against the Real Estate; and (c) it has the right to grant and convey the Easement and all necessary organizational consents and requirements to execute this instrument have been obtained and satisfied.

8. Enforcement. If Grantor fails to comply with the terms and conditions of this Agreement, and such failure is not cured within 30 days after receipt of written notice from Grantee, then Grantee may: (a) enter upon the Real Estate and cure the failure for the account of

Grantor; and/or (b) institute an action at law or in equity: (i) to enjoin the non-compliance by Grantor through an action at law or in equity; and/or (ii) for specific performance to enforce compliance by Grantor. The amount and type of maintenance or repairs necessary to cure a Grantor default shall be determined by Grantee, in its reasonable discretion. If there are delinquent payments pursuant to this Section, then: (i) the amount of the delinquent payments shall bear interest at 8% per annum; (ii) Grantee may record a lien against the Real Estate on account of such delinquent payments; provided that any such liens shall be subordinate to any prior mortgage of record against the Real Estate held by a bona-fide mortgagee that is not an affiliate of Grantor; and (iii) Grantee may: (A) collect the delinquent payments, and the accrued interest thereon, by any action at law or in equity; and/or (B) if applicable, foreclose such lien.

Upon the request of Grantor or any mortgagee of the Real Estate, Grantee shall furnish information, in form and substance reasonably satisfactory to Grantee and Grantor or such mortgagee, as the case may be, regarding any delinquent payments, the accrued interest thereon, and any existing liens in favor of Grantee; provided that Grantor shall pay or reimburse Grantee for all reasonable, out-of-pocket costs incurred in connection with Grantee's furnishing such information, including, without limitation, reasonable attorneys' fees.

Within 30 days after receipt of a written invoice, Grantor shall reimburse Grantee for all costs and expenses (including, without limitation, reasonable attorneys' fees and legal costs) incurred by it in connection with the exercise of its remedies pursuant to this Section.

9. Indemnification. Grantor shall defend, indemnify, and hold Grantee harmless from any loss, claim, damage, or liability as a result of any damage to third parties occurring in the Easement Area, except to the extent caused by the negligence of Grantee or its agents, employees, or contractors.

10. Address and Notice. All communications directed to the parties shall be sent to the following address:

If to Grantor: Towne Run Retail, LLC
175 S. Rangeline Road, Suite 120
Carmel, Indiana 46032
Attn: Adam Hill

If to Grantee:

City:

City of Westfield, Indiana
Director of Public Works
2728 E. 171st Street
Westfield, IN 46074

RDC:

City of Westfield Redevelopment Commission
2727 E. 171st Street
Westfield, IN 46074
Attn: Executive Director

Either party may change its address by giving written notice to the other party at the address above (or to which the above has been validly changed pursuant to this Section 8). All notices shall be sent via U.S. Mail, hand delivery or by email, and shall be deemed given three (3) business days after mailing for U.S. Mail, or upon hand delivery (if hand delivered).

7. No Partnership. Nothing in this Agreement shall be construed to create a partnership or joint venture between Grantor and Grantee or any other relationship other than as grantor and grantee, nor shall Grantee in any manner act or indicate to any third party that it is acting as agent of the Grantor.

8. Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

9. Time of Performance. Time is of the essence of and with respect to each and every term and provision of this Agreement.

10. Entire Agreement. This Agreement, including the Exhibit attached hereto, embodies the entire agreement between the parties hereto with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties or restrictions between the parties hereto with regard thereto other than those specifically set forth herein.

11. Modifications. Any modification of this Agreement shall be binding only if evidenced in a writing signed by each party hereto and recorded in the office of the Recorder of Hamilton County, Indiana.

12. Governing Law. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Indiana. The parties submit to the jurisdiction of Hamilton

County, Indiana courts or courts for the Southern District of Indiana and waive any objection to venue.

13. Assignment. Grantee may not assign its rights under this Agreement without the prior written consent of Grantor which consent shall not be unreasonably withheld, conditioned or delayed; provided that Grantee may assign this Agreement to any department or agency of the City of Westfield, Indiana without the prior written approval of Grantor.

14. No Third-Party Beneficiaries. This Agreement shall not be construed to create a contractual relationship with, give rights or benefits to, or create a cause of action in favor of, anyone other than the parties hereto. No member of the public or any other person or entity shall be deemed to be a third-party beneficiary of this Agreement. Notwithstanding anything to the contrary in this Agreement, no person or entity other than Grantee shall have the right to: (a) enforce the obligations of Grantor under this Agreement; or (b) make a claim under this Agreement against Grantor.

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

IN WITNESS WHEREOF, Grantor has duly executed this Agreement on this ____ day of _____, 2026.

Grantor:

TOWNE RUN RETAIL, LLC

_____
Name

_____
Title

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for the above County and State, personally appeared _____ of Towne Run Retail, LLC, who acknowledged the execution of the foregoing Grant of Easement and Maintenance Agreement, and who, having been duly sworn, stated that any representations contained therein are true.

WITNESS my hand and Notarial Seal this _____ day of _____, 2026.

_____
Signature

_____
Printed Name Notary Public

I am a resident of _____ County, Indiana

My commission expires: _____

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Ryan R. Wilmering

This instrument was prepared by, and after recording return to: Ryan R. Wilmering, Wallack Somers & Haas, P.C., One Indiana Square, Suite 2300, Indianapolis, Indiana 46204.

ACCEPTED BY "**GRANTEE**":

THE CITY:
CITY OF WESTFIELD, INDIANA
BY ITS BOARD OF PUBLIC WORKS AND SAFETY

By: _____ Date: _____
Scott Willis, Mayor

By: _____ Date: _____
Nick Barbknecht, Member

By: _____ Date: _____
Nick Snoply, Member

ATTEST:

_____
Kim Strang, Deputy Clerk Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Scott Willis, Nick Barbknecht, and Nick Snoply, by me known to be the members of the City of Westfield Board of Public Works and Safety, and Kim Strang, Deputy Clerk Treasurer of the City of Westfield, who having been duly sworn upon their oath acknowledged the acceptance of the foregoing Grant of Easement and Maintenance Agreement for and on behalf of the City of Westfield, Indiana.

WITNESS my hand and Notarial Seal this _____ day of _____, 2026.

(Signature) _____

(Printed Name) _____

Notary public residing in _____ County

My Commission Expires: _____

RDC:
CITY OF WESTFIELD REDEVELOPMENT COMMISSION

By: _____
Joe Plankis, President

And

By: _____
Jenell Fairman, Executive Director

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Joe Plankis and Jenell Fairman, the President and Executive Director, respectively, of the City of Westfield Redevelopment Commission, who having been duly sworn upon their oath, acknowledged the acceptance of the foregoing Grant of Easement and Maintenance Agreement for and on behalf of the City of Westfield Redevelopment Commission.

WITNESS my hand and Notarial Seal this _____ day of _____, 2026.

(Signature) _____

(Printed Name) _____

Notary public residing in _____ County

My Commission Expires: _____

Exhibit A

REAL ESTATE LEGAL DESCRIPTION

Lot 1 in Towne Run, per the plat thereof recorded as Instrument Number 2024014369 in the Office of the Recorder of Hamilton County, Indiana.

Exhibit B

PUBLIC PARKING SPACES LEGAL DESCRIPTION

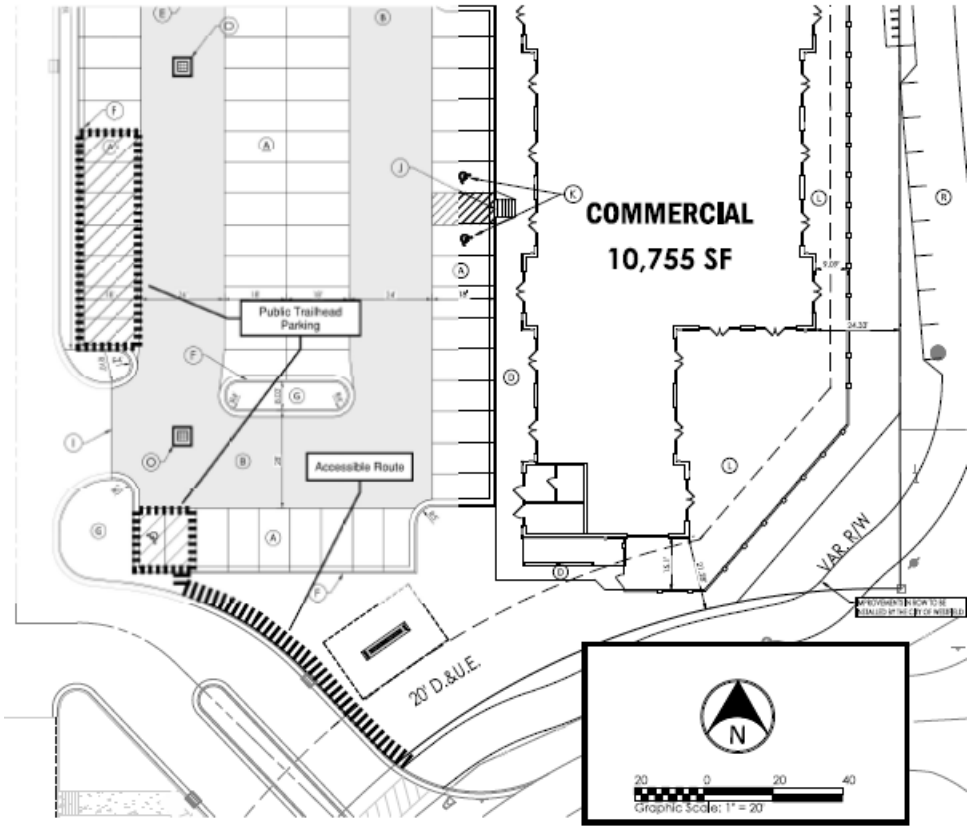
Parking easement over, under, and across a part of the Southeast Quarter of Section 17, Township 18 North, Range 3 East of the Second Principal Meridian, Washington Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of Lot 1 in the Secondary Plat of Towne Run as recorded in Instrument Number 2024014369 in the Office of the Recorder of Hamilton County, Indiana, Southeaster Quarter of Section 17, Township 18 North, Range 3 East of the Second Principal Meridian, Washington Township, Hamilton County, Indiana; thence along the West Lot Line of Said Lot 1 South 00 degrees 00 minutes 00 seconds East (basis of bearings being Said Secondary Plat of Towne Run) 287.30 feet to Point A; thence North 90 degrees 00 minutes 00 seconds East 17.54 feet to the Point of Beginning Parking Area 1; thence parallel with said West Lot Line North 00 degrees 00 minutes 00 seconds East 63.50 feet; thence North 90 degrees 00 minutes 00 seconds East 18.50 feet; thence parallel with said West Lot Line South 00 degrees 00 minutes 00 seconds East 63.50 feet; thence North 90 degrees 00 minutes 00 seconds West 18.50 feet to the Point of Beginning Parking Area 1, containing 1,175 square feet, more or less,

And continuing from said Point A along said West Lot Line South 00 degrees 00 minutes 00 seconds East 64.03 feet; thence North 00 degrees 00 minutes 00 seconds East 33.54 feet to the Point of Beginning Parking Area 2; thence parallel with said West Lot Line North 00 degrees 00 minutes 00 seconds East 18.50 feet; thence North 90 degrees 00 minutes 00 seconds East 18.50 feet; thence parallel with said West Lot Line South 00 degrees 00 minutes 00 seconds East 18.50 feet; thence North 90 degrees 00 minutes 00 seconds West 18.50 feet to the Point of Beginning Parking Area 2, containing 342 square feet, more or less.

Exhibit C

EASEMENT DEPICTION



Cross Reference Instrument: 2024018772

GRANT OF EASEMENT

This Grant of Easement (the "Agreement") is made this ____ day of _____, 2026, by LTF Real Estate Company Inc., a Minnesota corporation ("Grantor"), in favor of the City of Westfield, Indiana (the "City") and the City of Westfield Redevelopment Commission ("RDC" and, collectively, with the City, "Grantee").

RECITALS

WHEREAS, Grantor is the owner of a tract of land commonly known as Life Time Westfield, addressed at 2505 Towne Run Road, in the City of Westfield, Hamilton County, Indiana, as more particularly described on **Exhibit A**, attached hereto and incorporated herein by this reference (the "Real Estate"); and

WHEREAS, Grantor desires to grant to Grantee and Grantee desires to obtain from Grantor, a perpetual, non-exclusive easement (the "Easement") on, in, above, over, across and through that portion of the Real Estate described by legal description in **Exhibit B** and illustrated on **Exhibit C,** attached hereto and incorporated herein by this reference (the "Easement Area"), for purposes of maintaining, protecting, sustaining, using and inspecting a recreational trailhead, gazebo, golf cart parking, and related public purposes (collectively, the "Public Improvements") for public use;

GRANT AND AGREEMENT

NOW, THEREFORE, in consideration of the payment of the sum of Ten Dollars ($10.00) and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. Recitals. The foregoing recitals are hereby affirmed by the parties as true and correct and each such recital is incorporated herein by this reference.

2. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive easement on, over, across, and through the Easement Area for the purpose of protecting, sustaining, using, and inspecting the Public Improvements and related appurtenances intended for public recreational use by the general public.

3. Nature and Assignment of Easements and Rights. The Easement and rights granted herein, and, together with the burdens thereof and obligations associated therewith, shall: (a) run with and burden the Easement Area; (b) inure to the benefit of Grantee and its successors and assigns; and (c) bind and inure to the benefit of the Grantor, and its grantees, successors, and assigns, as the owner of all or any part of the Easement Area and Real Estate. Each instrument which conveys, grants, transfers, creates or assigns any interest in all or any portion of the Easement Area shall be deemed to impose as a limitation or restriction upon the entire or such portion of the Easement Area, the burden of the Easement and rights granted herein and the obligations associated

therewith (whether or not the instrument of conveyance expressly imposes such limitation or restriction).

4. Condition of the Easement Areas. Grantee shall have no obligation to make improvements to, provide security for, or ensure compliance of the Easement Area with applicable zoning ordinances or other laws or regulations. Grantor agrees that all personal property of Grantor, or of any party claiming through or under Grantor, placed on the Easement Area shall be at Grantor's sole risk. Grantee shall not be liable for any loss or damage to such property, except to the extent caused by the negligence or intentional misconduct of Grantee or its officers, members, managers, agents, employees, or contractors. Grantor shall, at its sole cost and expense, maintain the Easement Area in good operating condition and repair.

5. Maintenance; Casualty.

(a) Grantor, at its cost, shall:

(i) maintain, repair, and replace the Public Improvements so that the same are in a good, working (as applicable), safe, sanitary, clean, and sightly condition suitable for providing the pedestrian access, ingress, and egress that they are intended to provide;

(ii) otherwise operate, manage, use, maintain, and repair the Public Improvements so that the same: (A) remain in a sound condition; and (B) are in a good, safe, working (as applicable), sanitary, clean, and sightly condition that complies with all applicable laws; and

(iii) pay, prior to delinquency but subject to contests in good faith and in accordance with applicable laws, all real estate taxes and assessments against the Real Estate.

In connection with Subsections 5(a)(i)-(iii), Grantor shall undertake routine and capital maintenance, repairs, and replacements as reasonably are necessary or appropriate; provided that, in all events such capital maintenance, repairs, and replacements shall be undertaken in accordance with a standard that is at least as high as the standards for maintenance by Grantee of similar public areas and public improvements.

(b) If all or any material portion of the Public Improvements is damaged or destroyed by fire or other casualty, then, within 60 days after the occurrence thereof, Grantor shall submit to Grantee for approval, which approval shall not be unreasonably withheld, Grantor's plans for repair, restoration, and/or replacement of the same (the "Restoration Plans"). Grantee shall have 45 days within which to deliver to Grantor written notice of approval or rejection of the Restoration Plans; provided that, in the case of a rejection, such written notice shall state the reason for the rejection with reasonable specificity. This process shall continue until such time as the Restoration Plans have been approved by Grantee. Upon approval of the Restoration Plans, Grantor shall: (i) undertake the repair, restoration, and/or replacement of the Public Improvements in accordance with the Restoration Plans so that upon completion, the Public Improvements: (A) are in substantially the same (or better) condition as before such damage or destruction; and (B) otherwise are in a good, safe, structurally sound, sanitary, clean, and sightly condition that complies with applicable laws and the terms and conditions of this Agreement; and (ii) pay all costs and expenses

in connection with completing such repairs, restorations, and/or replacements so that the Public Improvements are free and clear of all claims and liens resulting therefrom.

6. Reservation of Rights. Grantor reserves the right to use and enjoy the Easement Area for all purposes not inconsistent with the permitted uses thereof by Grantee, its successors and assigns; provided that Grantor shall not construct or place or permit to be constructed or placed, any permanent structure or obstruction on the Easement Area that will damage or disturb or unreasonably prevent or interfere with Grantee's use of the Easement Area for the purposes permitted herein.

7. Representations and Warranties. Grantor represents and warrants that (a) Grantor is the owner of fee simple title to the Real Estate, (b) to Grantor's knowledge, there are no mortgage, judgment, mechanic's, materialman's, or other similar liens against the Real Estate; provided that nothing in this Agreement shall be deemed to prohibit any mortgage or other similar liens recorded against the Real Estate after this Agreement is recorded against the Real Estate, and (c) it has the right to grant and convey the Easement and all necessary organizational consents and requirements to execute this instrument have been obtained and satisfied.

8. Enforcement. If Grantor fails to comply with the terms and conditions of this Agreement, and such failure is not cured within 30 days after receipt of written notice from Grantee, then Grantee may (a) enter upon the Real Estate and cure the failure for the account of Grantor, and/or (b) institute an action at law or in equity (i) to enjoin the non-compliance by Grantor through an action at law or in equity, and/or (ii) for specific performance to enforce compliance by Grantor. The amount and type of maintenance or repairs necessary to cure a Grantor default shall be determined by Grantee, in its reasonable discretion. If there are delinquent payments pursuant to this Section, then: (i) the amount of the delinquent payments shall bear interest at 8% per annum; (ii) Grantee may record a lien against the Real Estate on account of such delinquent payments; provided that any such liens shall be subordinate to any prior mortgage of record against the Real Estate held by a bona-fide mortgagee that is not an affiliate of Grantor; and (iii) Grantee may: (A) collect the delinquent payments, and the accrued interest thereon, by any action at law or in equity; and/or (B) if applicable, foreclose such lien.

Upon the request of Grantor or any mortgagee of the Real Estate, Grantee shall furnish information, in form and substance reasonably satisfactory to Grantee and Grantor or such mortgagee, as the case may be, regarding any delinquent payments, the accrued interest thereon, and any existing liens in favor of Grantee; provided that Grantor shall pay or reimburse Grantee for all reasonable, out-of-pocket costs incurred in connection with Grantee's furnishing such information, including, without limitation, reasonable attorneys' fees.

Within 30 days after receipt of a written invoice, Grantor shall reimburse Grantee for all costs and expenses (including, without limitation, reasonable attorneys' fees and legal costs) incurred by it in connection with the exercise of its remedies pursuant to this Section.

9. Indemnification. Grantor shall defend, indemnify, and hold Grantee harmless from any loss, claim, damage, or liability as a result of any damage to third parties occurring in the Easement Area, except to the extent caused by the negligence of Grantee or its agents, employees, or contractors.

10. Address and Notice. All communications directed to the parties shall be sent to the following address:

If to Grantor:

LTF Real Estate Company Inc
2902 Corporate Place
Chanhassen, MN 55317

If to Grantee:

City:

City of Westfield, Indiana
Director of Public Works
2728 E. 171st Street
Westfield, IN 46074

RDC:

City of Westfield Redevelopment Commission
2727 E. 171st Street
Westfield, IN 46074
Attn: Executive Director

Either party may change its address by giving written notice to the other party at the address above (or to which the above has been validly changed pursuant to this Section 8). All notices shall be sent via U.S. Mail, hand delivery or by email, and shall be deemed given three (3) business days after mailing for U.S. Mail, or upon hand delivery (if hand delivered).

7. No Partnership. Nothing in this Agreement shall be construed to create a partnership or joint venture between Grantor and Grantee or any other relationship other than as grantor and grantee, nor shall Grantee in any manner act or indicate to any third party that it is acting as agent of the Grantor.

8. Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

9. Time of Performance. Time is of the essence of and with respect to each and every term and provision of this Agreement.

10. Entire Agreement. This Agreement, including the Exhibit attached hereto, embodies the entire agreement between the parties hereto with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties or restrictions between the parties hereto with regard thereto other than those specifically set forth herein.

11. Modifications. Any modification of this Agreement shall be binding only if evidenced in a writing signed by each party hereto and recorded in the office of the Recorder of Hamilton County, Indiana.

12. Governing Law. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Indiana. The parties submit to the jurisdiction of Hamilton County, Indiana courts or courts for the Southern District of Indiana and waive any objection to venue.

13. Assignment. Grantee may not assign its rights under this Agreement without the prior written consent of Grantor which consent shall not be unreasonably withheld, conditioned or delayed; provided that Grantee may assign this Agreement to any department or agency of the City of Westfield, Indiana without the prior written approval of Grantor.

14. No Third-Party Beneficiaries. This Agreement shall not be construed to create a contractual relationship with, give rights or benefits to, or create a cause of action in favor of, anyone other than the parties hereto. No member of the public or any other person or entity shall be deemed to be a third-party beneficiary of this Agreement. Notwithstanding anything to the contrary in this Agreement, no person or entity other than Grantee shall have the right to: (a) enforce the obligations of Grantor under this Agreement; or (b) make a claim under this Agreement against Grantor.

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

IN WITNESS WHEREOF, Grantor has duly executed this Agreement on this ____ day of _____, 2026.

Grantor:

LTF Real Estate Company Inc.

_____
Name

_____
Title

STATE OF MINNESOTA)
) SS:
COUNTY OF CARVER)

Before me, a Notary Public in and for the above County and State, personally appeared _____ of LTF Real Estate Company Inc., who acknowledged the execution of the foregoing Grant of Easement, and who, having been duly sworn, stated that any representations contained therein are true.

WITNESS my hand and Notarial Seal this _____ day of _____, 2026.

_____
Signature

_____
Printed Name Notary Public

I am a resident of _____ County, Indiana

My commission expires: _____

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. *Johnathon Nail*

This instrument was prepared by, and after recording return to: Johnathon Nail, City of Westfield Department of Public Works. 2706 E 171st Street, Westfield, Indiana 46074.

ACCEPTED BY "**GRANTEE**":

THE CITY:
CITY OF WESTFIELD, INDIANA
BY ITS BOARD OF PUBLIC WORKS AND SAFETY

By: _____ Date: _____
Scott Willis, Mayor

By: _____ Date: _____
Nick Barbknecht, Member

By: _____ Date: _____
Nick Snoply, Member

ATTEST:

_____
Kim Strang, Deputy Clerk Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Scott Willis, Nick Barbknecht, and Nick Snoply, by me known to be the members of the City of Westfield Board of Public Works and Safety, and Kim Strang, Deputy Clerk Treasurer of the City of Westfield, who having been duly sworn upon their oath acknowledged the acceptance of the foregoing Grant of Easement for and on behalf of the City of Westfield, Indiana.

WITNESS my hand and Notarial Seal this _____ day of _____, 2026.

(Signature) _____

(Printed Name) _____

Notary public residing in _____ County

My Commission Expires: _____

RDC:
CITY OF WESTFIELD REDEVELOPMENT COMMISSION

By: _____
Joe Plankis, President

And

By: _____
Jenell Fairman, Executive Director

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Joe Plankis and Jenell Fairman, the President and Executive Director, respectively, of the City of Westfield Redevelopment Commission, who having been duly sworn upon their oath, acknowledged the acceptance of the foregoing Grant of Easement for and on behalf of the City of Westfield Redevelopment Commission.

WITNESS my hand and Notarial Seal this _____ day of _____, 2026.

(Signature) _____

(Printed Name) _____

Notary public residing in _____ County

My Commission Expires: _____

Exhibit A

REAL ESTATE LEGAL DESCRIPTION

Lot 2 in Towne Run Secondary Plat, an addition in Hamilton County, Indiana, as per plat thereof recorded as Instrument No. 2024014369 in the Office of the Recorder of Hamilton County, Indiana.

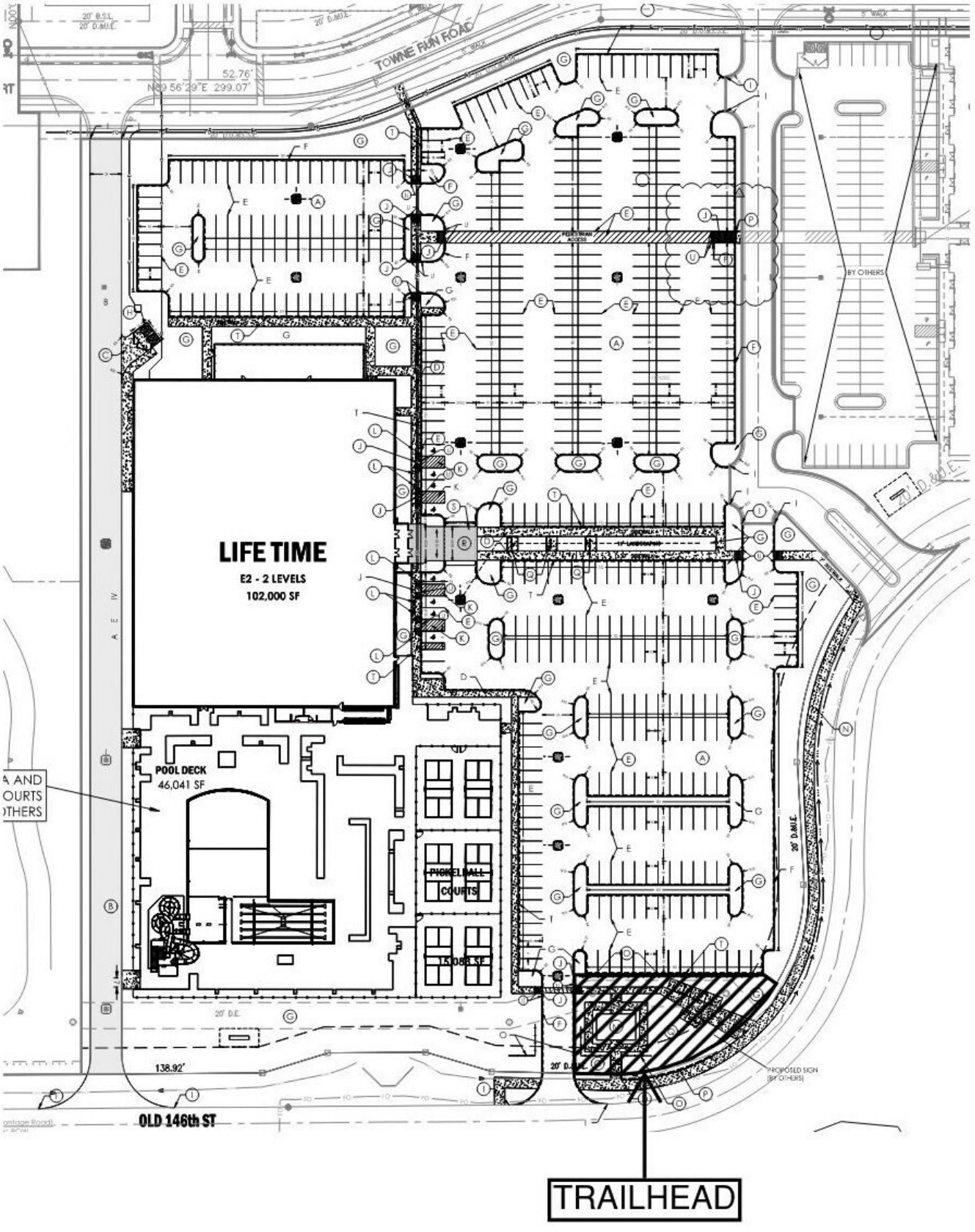
Exhibit B

EASEMENT LEGAL DESCRIPTION

Commencing at the Southwest Corner of Lot 2 of Towne Run Secondary Plat as recorded in Instrument Number 2024014369 in the Office of the Recorder of Hamilton County; thence along the southern line (this and the next six calls) of said Lot 2 North 89 degrees 35 minutes 43 seconds East 138.92 feet; thence North 72 degrees 53 minutes 54 seconds East 52.20 feet; thence North 89 degrees 35 minutes 51 seconds East 75.00 feet; thence South 73 degrees 42 minutes 12 seconds East 52.20 feet then South 88 degrees 35 minutes 55 seconds East 63.46 feet to the **Point of Beginning**; thence continuing South 88 degrees 35 minutes 55 seconds East 31.84 feet to a point of curvature to the northwest having a radius of 145.00 feet; thence along the arc 145.31 feet having a chord bearing of North 60 degrees 53 minutes 22 seconds East 139.31 feet to a non tangent point; thence North 45 degrees 00 minutes 00 seconds West 12.70 feet; thence North 90 degrees 00 minutes 00 seconds West 144.61 feet; thence South 00 degrees 00 minutes 00 seconds East 74.35 feet to the **Point of Beginning**, containing 0.21 acres (9287.89 square feet) more or less.

Exhibit C

EASEMENT DEPICTION



CITY OF
Westfield
INDIANA

Board of Works
Nick Barbknecht
Nick Snoply
Scott Willis

Clerk Treasurer
Marla Ailor

To: Westfield Board of Public Works & Safety

Date: February 25, 2026

Re: Action Item-Signing Authority

2026 Resurfacing Project

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider granting John Nail, Executive Chief of Operations, signing authority for the 2026 Resurfacing Project. The bid opening will be held on March 6th, 2026. All submitted documents are being reviewed for proper compliance. Award of a contract will be made to the lowest and best responsible and qualified bidder whose proposal bid complies with all the requirements prescribed in the proposal form, provided the sum is not greater than five percent (5%) above the engineer's estimate.

_____
Nick Barbknecht

_____
Nick Snoply

_____
Scott Willis

Public Works Department

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

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

CITY OF
Westfield
INDIANA

Board of Works
Nick Barbknecht
Nick Snoply
Scott Willis

Clerk Treasurer
Marla Ailor

To: Westfield Board of Public Works & Safety

Date: February 25, 2026

Re: Action Item-Signing Authority

2026 Concrete Patching Project

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider granting John Nail, Executive Chief of Operations, signing authority for the 2026 Concrete Patching Project. Quotes for the project are due on February 24th, 2026. All submitted documents are being reviewed for proper compliance. Award of a contract will be made to the lowest and best responsible and qualified bidder whose proposal bid complies with all the requirements prescribed in the proposal form, provided the sum is not greater than five percent (5%) above the engineer's estimate.

_____
Nick Barbknecht

_____
Nick Snoply

_____
Scott Willis

Public Works Department

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

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

Ravinia Resurfacing
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("**Agreement**"), dated as of January 23rd, 2026, is entered into by and among the CITY OF WESTFIELD, INDIANA (the "**City**"), and Ravinia Developer, LLC (the "**Developer**") (collectively the City and Developer shall be referred as "**Parties**").

RECITALS

1. The Developer plans to construct Sections 1 & 2 of the Ravinia development ("the **Project**"). The City of Westfield Unified Development Ordinance and the City of Westfield Construction Standards for the Project require milling and resurfacing of Eagletown Road to include thermoplastic striping along the entrance of the Project as depicted on Exhibit A. Due to development of Ravinia Sections 1 & 2 occurring prior to the reconstruction of Eagletown Road along the Project's frontage, the City has agreed to include the milling, resurfacing and striping of Eagletown Road along the Project's entrance as part of the future Eagletown Road reconstruction project provided the Developer pays a fee to the City in-lieu of these improvements.

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

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

ARTICLE I
Term

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

ARTICLE II
Covenants of Parties

2.1 Developer shall contribute a total of $29,960 to the Westfield Road Impact Fee Fund as calculated on Exhibit B.

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

ARTICLE III
Miscellaneous

3.1 **Assignment.** The rights and obligations contained in this Agreement may be assigned by the Developer to a related or affiliated entity with the express prior written consent of each of the City. Developer expressly acknowledges that this Agreement touches and concerns the Project and is, except as provided otherwise herein, binding upon and enforceable against the Developer, its respective successors and assigns and all persons claiming under or through the Developer collectively or individually.

3.2 **Amendments.** No modification or amendment of any provision of this Agreement shall be effective unless made in writing and duly executed by the City and the Developer.

3.3 **Disclaimer of Relationship.** Nothing contained in this Agreement, nor any act of the City or of the Developer, or of any other person, shall be deemed or construed by any person to create any relationship of third-party beneficiary, employer and employee, principal and agent, limited or general partners or joint ventures. The Developer is and will remain an "independent contractor" with respect to performance under this Agreement. The Developer is responsible for and shall pay all amounts and benefits owing to or for the account of its employees, if any, including unemployment compensation, FICA, retirement, life and medical insurance and worker's compensation insurance.

3.4 **Survival of Covenants, Etc.** All representations, warranties, covenants and agreements made by the City and the Developer in this Agreement shall survive the execution of this Agreement and the completion of the Project. No other person is entitled to rely upon any such representations, warranties, covenants and agreements.

3.5 **Notices.** Any and all notices or other communications required or permitted under this Agreement shall be in writing and shall be sufficiently given when delivered in person to, or sent by certified mail, postage prepaid, addressed as follows (provided that if mailed, any applicable time period will commence upon receipt by the addressee; and provided further that if the addressee refuses delivery, the notice will be deemed to have been given three days after the mailing of such notice or other communication):

To the City:	City of Westfield, Indiana Westfield City Hall 2706 E. 171st Street Westfield, Indiana 46074 Attn: Michael Pearce, City Engineer
To the Developer:	Ravinia Developer, LLC. 9757 Westpoint Drive, Suite 600 Indianapolis, IN 46256 Attn: Tim Walter

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

3.6 **Governing Law.** Except to the extent preempted by federal law, the laws of the State of Indiana shall govern all aspects of this Agreement, including execution, interpretation, performance and enforcement. All exhibits attached hereto are incorporated by reference.

3.7 **Dispute Resolution.** Any lawsuit arising out of or relating to this Agreement must be brought in Hamilton County, Indiana Circuit or Superior Courts. The City and the Developer consent to the jurisdiction of such court and irrevocably waive any objections they may have to such jurisdiction or venue.

3.8 **No Waiver.** Neither failure nor delay on the part of the City or the Developer in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the Developer or the City therefrom shall be effective unless the same shall be in writing, signed on behalf of the City or the Developer by a duly authorized officer thereof, and the same shall be effective only in the specific instance for which it is given. No notice to or demand on the City or the Developer shall entitle the City or the Developer to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of the City's or the Developer's right to take other or further action in any circumstances without notice or demand.

3.9 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original for all purposes and each of which shall constitute one and the same.

3.10 **Binding of Successors, Assigns.** Subject to the further provisions of this Agreement, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the City and the Developer and their respective successors and assigns.

3.11 **Further Assurances.** Subject to the further provisions of this Agreement, the Developer and the City shall, at such party's expense, upon request of the other such party, duly execute and deliver, or cause to be executed and delivered, such further instruments and perform or cause to be performed such further acts as may be reasonably necessary or proper in the reasonable opinion of the City or the Developer to carry out the provisions and purposes of this Agreement.

3.12 **Severability.** The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. All Exhibits to this Agreement are attached hereto and incorporated herein by reference. Time is of the essence in this Agreement. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, then the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the Developer and the City or their successors in interest. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Project Site is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.

3.13 **Headings.** The headings of the articles, sections and paragraphs used in this Agreement are for convenience only and shall not be read or construed to affect the meaning or construction of any provision.

4.14 **Entire Agreement.** Except as otherwise expressly provided herein, this Agreement constitutes the entire agreement by and between the City and the Developer and supersedes all prior agreements, written or verbal, between the City and the Developer pertaining to the Project. No statements, promises or agreements whatsoever, in writing or verbally, in conflict with the terms of this Agreement have been made by the City or the Developer that in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations of this Agreement.

3.15 **No Third Party Beneficiaries.** There are no third-party beneficiaries of this Agreement.

3.16 **Indemnification.**

(a) **Developer Indemnification.** The Developer will pay, and protect, indemnify and save the City (including members, directors, officials, officers, agents, attorneys and employees thereof) harmless from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the City), causes of actions, suits, claims, demands and judgments of any nature arising from or relating to:

(i) Violation by the Developer of any agreement or condition of this Agreement;

(ii) Violation of any contract, agreement or restriction by the Developer relating to the Project, or any part thereof, in connection with the implementation of or effectuation of this Agreement;

(iii) Violation of any law, ordinance or regulation by the Developer arising out of the ownership, occupancy or use of the Project, or a part thereof;

(iv) Any act, failure to act, or misrepresentation by the Developer, or any of the Developer's agents, contractors, servants, employees or licensees related to this Agreement; and

(b) **City Indemnification.** To the extent permitted by law, the City will pay, and protect, indemnify and save the Developer (including members, directors, officials, officers, agents, attorneys and employees thereof)

harmless from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Developer), causes of actions, suits, claims, demands and judgments of any nature arising from or relating to:

(i) Violation by the City or other City Party of any agreement or condition of this Agreement;

(ii) Violation of any contract, agreement or restriction by the City relating to the Project, or any part thereof, in connection with the implementation of or effectuation of this Agreement;

(iii) Any act, failure to act, or misrepresentation by the City, or any of the City's agents, contractors, servants, employees or licensees related to this Agreement;

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

3.18 **Interpretation.** Unless the context requires otherwise, (i) the singular includes the plural and vice versa, (ii) RECITALS and EXHIBITS form a part of this Agreement, (iii) any reference in this Agreement to any particular Article, Section, subsection,

RECITAL or EXHIBIT shall be deemed to refer to an Article, Section or RECITAL of, or EXHIBIT to, this Agreement, (iv) the word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it, and (v) where a term is defined, another part of speech or grammatical form of that term shall have a corresponding meaning.

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

* * *

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

"DEVELOPER"

Ravinia Developer, LLC
By: Platinum Properties Management Company, LLC it's Manager

By: _____

Timothy J. Walter

Title: Vice President - Development

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for the State if Indiana, personally appeared. TIMOTHY J. WALTER, the V.P. DEV. of Ravinia Developer ,LLC., who, being first duly sworn, acknowledged the execution of the foregoing Agreement for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this 23RD day of JANUARY, 2025

My Commission Expires:

_____

Eric W. Simons, Notary Public
Hamilton County, State of Indiana
Commission No: NP0678939
My Commission Expires 03/21/2032

My County of Residence:

_____

_____
NOTARY PUBLIC

_____
Printed

"**CITY**"

CITY OF WESTFIELD

By:_____

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

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

Witness my hand and Notarial Seal this _____ day of _____ , 2026.

My Commission Expires:

_____ _____
NOTARY PUBLIC

My County of Residence:

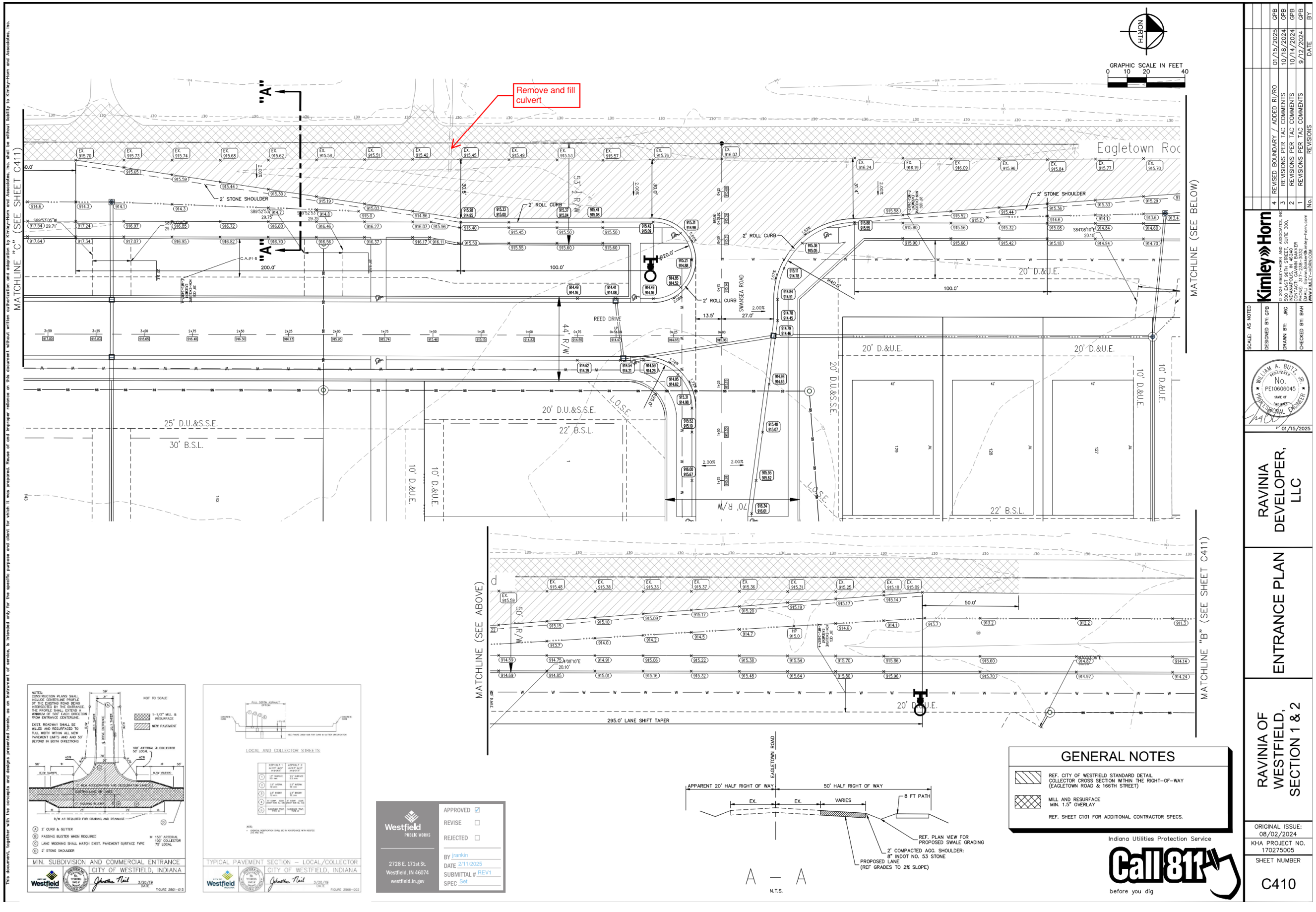
_____ _____
Printed

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

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

EXHIBIT A

"ROW Improvements"



GENERAL NOTES

REF. CITY OF WESTFIELD STANDARD DETAIL COLLECTOR CROSS SECTION WITHIN THE RIGHT-OF-WAY (EAGLETOWN ROAD & 166TH STREET)

MILL AND RESURFACE MIN. 1.5" OVERLAY

REF. SHEET C101 FOR ADDITIONAL CONTRACTOR SPECS.

MIN. SUBDIVISION AND COMMERCIAL ENTRANCE
CITY OF WESTFIELD, INDIANA
FIGURE 2501-013

TYPICAL PAVEMENT SECTION – LOCAL/COLLECTOR
CITY OF WESTFIELD, INDIANA
FIGURE 2500-002

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

APPROVED ☑
REVISE ☐
REJECTED ☐
BY jrankin
DATE 2/11/2025
SUBMITTAL # REV1
SPEC Set

Indiana Utilities Protection Service
Call 811
before you dig

No.	REVISIONS	DATE	BY
4	REVISED BOUNDARY / ADDED R/RO	01/15/2025	GPB
3	REVISIONS PER TAC COMMENTS	10/18/2024	GPB
2	REVISIONS PER TAC COMMENTS	10/14/2024	GPB
1	REVISIONS PER TAC COMMENTS	9/12/2024	GPB

Kimley»Horn
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
500 EAST 96TH STREET, SUITE 300,
INDIANAPOLIS, IN 46240
PHONE: 317-238-3032
WWW.KIMLEY-HORN.COM

SCALE: AS NOTED
DESIGNED BY: GPB
DRAWN BY: JRG
CHECKED BY: BAH

WILLIAM A. BUTZ, JR.
REGISTERED
No. PE10606045
STATE OF INDIANA
PROFESSIONAL ENGINEER
01/15/2025

RAVINIA DEVELOPER, LLC

ENTRANCE PLAN

RAVINIA OF WESTFIELD, SECTION 1 & 2

ORIGINAL ISSUE: 08/02/2024
KHA PROJECT NO. 170275005
SHEET NUMBER
C410

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

EXHIBIT B

"Right-of-Way Improvements Cost Estimate"

Milling and Resurfacing	$12.25/SY	1,760SY	$21,560.00
Thermoplastic Striping		1LS	$5,400.00
Culvert Removal and Flowable Fill			$3,000.00
	Total		$29,960.00

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement"), executed as of _____, 2026 (the "Effective Date"), by and between the City of Westfield, Indiana ("City"), and Crossroad Engineers, PC, an Indiana limited liability company ("Service Provider" and with City, the "Parties" and each a "Party"), WITNESSES:

Recitals

WHEREAS, City has determined that it is necessary or desirable to obtain the services described on Exhibit A (the "Services");

WHEREAS, Service Provider has experience in providing the Services; and

WHEREAS, City and Service Provider desire to enter into this Agreement to formalize the terms and conditions upon which Service Provider shall perform the Services;

Agreement

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

1. Services. Subject to the terms and conditions of this Agreement, Service Provider shall perform the Services in accordance with the schedule set forth on Exhibit B. Service Provider shall be an independent contractor of City. The term of this Agreement shall be for the period: (a) commencing on the Effective Date; and (b) ending on the date that is 1 year thereafter, unless earlier terminated or extended in accordance with the terms and conditions of this Agreement (the "Term"). The City may terminate this Agreement without cause upon sixty (60) days prior written notice to Service Provider. In the event of such termination, Service Provider shall be entitled to receive payment for the conforming Services provided up to the date of termination.

2. Payment. Service Provider's compensation for the Services shall be computed in the manner, at the rates, and on the payment schedule described on Exhibit C.

3. Performance. Service Provider shall perform the Services: (a) in coordination with City; (b) in accordance with the prevailing professional standards in the Hamilton County, Indiana area for similar services; and (c) in compliance with all applicable laws, statutes, and/or ordinances, and any applicable governmental rules, regulations, guidelines, orders, and/or decrees (collectively, the "Laws"). Prior to commencing the Services, Service Provider shall: (a) obtain all permits and approvals required by the Laws; and (b) obtain, and maintain during performance of the Services, all professional licenses and certifications required by the Laws. Services Provider shall provide to City, upon request, copies of any and all such licenses and certifications. If performance of the Services requires the entry by Service Provider onto real estate not owned by City or Service Provider, then Service Provider shall be responsible for obtaining permission to enter onto such real estate. City may designate its point of contact for the purposes of this Agreement to Service Provider in writing to act on City's behalf with respect to Service Provider's performance of the Services.

4. Work Product. All works of authorship fixed in any tangible medium of expression by or for Service Provider or its officers, employees, agents, or subcontractors in the course of performing the Services, including, without limitation, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports, and charts, regardless of the medium in which they are fixed, but excluding any attorney work-product and communications between Service Provider and its attorneys (collectively, the "Work Product") shall be owned by City. During the term of this Agreement, Service

Provider shall be responsible for loss or damage to the Work Product while in Service Provider's possession or control, and any such loss or damage shall be restored at Service Provider's expense. Notwithstanding anything in this Agreement to the contrary, Service Provider shall: (a) retain all rights in and to its know-how, methods, techniques, discoveries, concepts, and ideas, whether patentable or not, and whether possessed by Service Provider prior to or acquired by or for Service Provider in the performance of the Services and/or this Agreement; and (b) retain all rights in and to all works of authorship fixed in a tangible medium of expression that were made, created, or acquired by or for Service Provider prior to the effective date of this Agreement. City acknowledges that any works, items, materials, or other matters developed, created, or invented by personnel of Service Provider or any of its officers, employees, agents, or subcontractors not substantively involved in performing the Services shall be presumed: (a) not to be Work Product; and (b) to remain the sole and exclusive property of Service Provider (or such officer, employee, agent, or subcontractor).

5. Relationship. The employees of Service Provider: (i) are (and shall be considered for all purposes to be) the employees or contractors of Service Provider; and (ii) are not (and shall not be considered for any purpose to be) the employees or contractors of City. Accordingly, City shall have no obligations or liabilities with respect to such employees, who shall look exclusively to Service Provider to discharge all obligations and duties as their employer or principal. Subject to Section 18, Service Provider shall indemnify and hold harmless City from and against all claims, suits, judgments, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees and court costs) that result from any claim for wages, benefits, or otherwise by any agent, employee, or contractor of Service Provider. The indemnities set forth in this Section shall survive the expiration or earlier termination of this Agreement.

6. Insurance. During its performance of the Services, Service Provider shall maintain the policies of insurance described on Exhibit D. Each such policy shall: (a) be written by a company reasonably acceptable to City; and (b) provide that it shall not be modified or canceled without written notice to City at least 30 days in advance. The policy of general liability insurance required by this Section to be maintained by Service Provider shall name City as an additional insured. Service Provider shall deliver to City certificates of the insurance policies required by this Section, executed by the insurance company or the general agency writing such policies.

7. Liens. Service Provider shall not suffer or cause the filing of any mechanic's lien against City's property, or any part thereof, by reason of labor, services or materials claimed to have been performed or furnished to or for Service Provider. If any such mechanic's lien is filed against City's property, or any part thereof, then Service Provider shall cause such mechanic's lien to be discharged of record within 30 days after notice of filing by bonding, or as provided or required by law. Nothing in this Agreement shall be deemed or construed to: (a) constitute consent to, or request of, any party for the performance of any work for, or the furnishing of any materials to, Service Provider; or (b) give Service Provider the right or authority to contract for, authorize, or permit the performance of any work, or the furnishing of any materials, that would permit the attaching of a mechanic's lien to City's interest in its property.

8. Remedies. Default.

(a) Events of Default. it shall be an "Event of Default" if either Party fails to perform or observe any term or condition of this Agreement to be performed or observed by it: (i) with respect to the obligation to pay money to the other Party, if such failure is not cured within forty-five (45) days after such payment is due and such payment is not made within such forty-five (45) day period; and (ii) with respect to any other obligation, if such failure is not cured within a 30-day period following such written notice.

(b) General Remedies. whenever an Event of Default occurs, the non-defaulting Party may take whatever actions at law or in equity are necessary or appropriate to: (i) collect

any payments due to it under this Agreement; (ii) protect the rights granted to the non-defaulting party under this Agreement; or (iii) cure, for the account of the defaulting Party, any failure of the defaulting Party to perform or observe a material term or condition of this Agreement to be performed or observed by it. If the non-defaulting Party incurs any costs or expenses in connection with exercising its rights and remedies under, or enforcing, this Agreement, then- if permitted by applicable law- the defaulting Party shall reimburse the non-defaulting Party for all such costs and expenses, together with interest at the rate of 10% per annum.

(c) No Remedy Exclusive. Except as provided to the contrary in Section 8, no right or remedy herein conferred upon, or reserved to, a non-defaulting Party is intended to be exclusive of any other available right or remedy, unless otherwise expressly stated; instead, each and every such right or remedy shall be cumulative and in addition to every other right or remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission by a non-defaulting Party to exercise any right or remedy upon any Event of Default shall impair any such right or remedy, or be construed to be a waiver thereof, and any such right or remedy may be exercised from time to time, and as often as may be deemed to be expedient.

(d) Termination For Cause. Either Party may terminate this Agreement, for cause, by delivering to the other Party a "Notice to Cease Services," upon which this Agreement shall terminate thirty (30) days after delivery of such notice.

9. Representations and Warranties.

(a) General. Each of Service Provider and City represents and warrants that: (i) it shall not enter into any contracts or undertakings that would limit, conflict with, or constitute a breach of this Agreement; (ii) it has the power to enter into this Agreement and to perform its obligations hereunder; (iii) it has been authorized by proper action to: (A) execute and deliver this Agreement; and (B) perform its obligations hereunder; and (iv) this Agreement is the legal, valid, and binding obligation of Service Provider and City, respectively.

(b) Entity. Service Provider represents and warrants that it is a limited liability company organized and existing under the laws of the State of Indiana. City represents that it is a public body organized and existing under the State of Indiana.

10. Additional Services. If City and Service Provider agree that Service Provider shall provide services to City that are not included within the Services (the "Additional Services"), then City and Service Provider either shall: (a) amend this Agreement to include the Additional Services; or (b) enter into a new agreement with respect to the performance of the Additional Services. Until such time as there is either: (a) an amendment to this Agreement that includes the Additional Services; or (b) a new agreement with respect to the performance of the Additional Services; in either case executed by City, City shall have no obligation to compensate Service Provider for the performance of the Additional Services.

11. Assignment and Subcontracting. Service Provider shall not assign this Agreement without the prior written consent of City, which consent may be withheld in City's sole discretion. City may assign this Agreement without the prior written consent to any agency or instrumentality of the City. City otherwise shall not assign this Agreement without the prior written consent of Service Provider, which consent may be withheld in Service Provider's sole discretion. In the event that any subcontractors are engaged by Service Provider, Service Provider shall remain solely responsible for managing, directing, and paying the person or persons to whom such responsibilities or obligations are subcontracted or delegated. City shall have no obligation whatsoever toward such persons or entities. Service Provider shall take sole responsibility for the quality and quantity of any

services rendered by such persons or entities. In the event of any assignment, subcontracting, or delegation in accordance with this Section, City or Service Provider shall remain liable to Service Provider or City, respectively, for the performance such obligations. Nothing herein shall be construed as creating any personal liability on the part of any officer, agent, official, or employee of City.

12. Nondiscrimination. In connection with the performance of this Agreement, Service Provider shall not discriminate against any employee, applicant for employment, and/or other person in the subcontracting and/or performance of the Services with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, age, color, religion, sex, disability, national origin, or ancestry. No notice or cure period shall apply with respect to the obligation of Service Provider under this Section, and a default under this Section shall be an immediate event of default.

13. Conflict of Interest. Service Provider certifies and warrants to City that neither Service Provider nor any of its officers, agents, employees, or subcontractors who participate in the performance of any Services has any conflict of interest with City.

14. Debarment. Service Provider certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any federal assistance program by any federal department or agency, or by any department, agency or political subdivision of the State of Indiana (the "State"). The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Service Provider. Service Provider certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in Indiana Code § 5-22-16.5. Service Provider shall provide immediate written notice to City if, at any time after entering into this Agreement, Service Provider learns that its certifications were erroneous when submitted, or Service Provider is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to Indiana Code § 5-22-16.5, or voluntarily excluded from or becomes ineligible for participation in any federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein. Service Provider shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any federal assistance programs by any federal department or agency, or by any department, agency, or political subdivision of the State.

15. Notice. All notices required to be delivered hereunder shall be in writing, and shall be deemed to have been delivered when: (a) delivered in person; (b) sent by facsimile, with electronic confirmation of receipt; or (c) sent by nationally recognized overnight carrier; in any case addressed as follows: (a) to City at: 2728 East 171st Street, Westfield, Indiana 46074; Attn: Jenell Fairman; with a copy to City of Westfield Chief of Legal, Kaitlin Glazier, 2728 East 171st Street, Westfield, Indiana 46074 and (b) to Service Provider at 115 N. 17th Avenue, Beech Grove, Indiana; Attn: Trent Newport. Either party may change its address for notice by written notice delivered to the other party as provided in this Section. Notwithstanding the foregoing, City may orally provide to Service Provider any notice required or permitted by this Agreement; provided that such notice also shall be delivered as required by this Section within 10 business days after the date of such oral notice.

16. Force Majeure. If Service Provider or City is unable to be perform, satisfy, or observe any of its respective obligations under this Agreement as a result of any cause that is not within the reasonable control of Service Provider or City, respectively, and does not result from the fault or negligence of Service Provider or City, respectively (including, without limitation, unusually inclement weather, acts of God, the unusual unavailability of materials, equipment, services or labor, and utility or energy shortages or acts or omissions of public utility providers), then: (a) such performance,

satisfaction, or observance shall be excused for the period of days that such performance, satisfaction, or observance is delayed or prevented; and (b) the deadlines for performance, satisfaction, or observance, as applicable, shall be extended for the same period.

17. Limitation of Liability. In no event shall either Party be liable for consequential, special, indirect, incidental, punitive, or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). This Section shall apply regardless of the form of the claims asserted, whether in contract, statute, tort, or otherwise. The terms and conditions of this Section shall survive the termination or expiration of this Agreement.

18. Decisions. City acknowledges and agrees that the Services may include advice and recommendation, but that all decisions in connection with the implantation of such advice and recommendations shall be the sole responsibility of, and made by, City. Service Provider shall not perform management functions or make management decisions for City. City shall render decisions and approvals and provide information in a reasonably timely manner so as to avoid unreasonable delay in the orderly and sequential progress of the Services. Pursuant to Exhibit A, Service Provider will work cooperatively and collaboratively with City to develop a schedule for the performance of the Services, including timeframes for decision making by City.

19. Compliance with E-Verify. Pursuant to Indiana Code Title 22, Article 5, Chapter 1.7 or such successor provisions, the Service Provider shall enroll in and verify the work eligibility status of all newly hired employees of Service Provider through the E-Verify Program (the "Program"). The Service Provider is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists. Further, the Service Provider must execute an affidavit which affirms that the Service Provider does not knowingly employ an unauthorized alien and confirms the Service Provider's enrollment in the Program, unless the Program no longer exists. The Service Provider must file such executed affidavit with Owner prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is delivered to City.

20. Third-Party Usage. Any advice, recommendations, information, deliverables, or Work Product provided to City under this Agreement is: (a) for the sole use of City; and (b) not intended to be relied upon by any third party. Except to the extent required by Law, City shall not disclose or permit access to such advice, recommendations, information, deliverables, or Work Product to any third party without Service Provider's prior consent, which consent shall not be withheld unreasonably.

21. Active Files. Service Provider may use models, electronic files, and spreadsheets with embedded macros created by Service Provider in providing the Services. If City requests a working copy of any such model, electronic file, or spreadsheet, then Service Provider, at its discretion, may make the same available to City for City's internal use only, in which case the same shall be considered a deliverable hereunder.

22. Confidential Information. Information relating to the Services contemplated pursuant to this Agreement, including information shared or transmitted between the Parties pursuant to this Agreement ("Confidential Information"), unless in the public domain, shall be kept confidential by Service Provider and shall not be disclosed or made available by Service Provider to third parties without the written consent of the City, unless so required by court order. Service Provider and its contractors warrant that they shall use reasonable care to ensure that any Confidential Information, to which Service Provider has obtained possession or knowledge of in connection with this Agreement (from the City) will not be disclosed to any third parties, in whole or in part, without the prior written permission of the City. Service Provider may disclose Confidential Information to representatives of Service Provider who need to know such information to provide the Services to the City, who agree to keep such Confidential Information confidential pursuant to the terms of this

Agreement. Service Provider shall use Confidential Information of the City solely for the purposes of providing the Services under this Agreement. Service Provider shall not have the obligation to maintain the confidentiality of any Confidential Information that: (a) is lawfully obtained by Service Provider from a third party that, to the knowledge of Service Provider, did not acquire the information under an obligation of confidentiality; (b) is at the time of disclosure, or thereafter, becomes publicly known through no act or omission by Service Provider or its employees; or (c) is independently developed by Service Provider or its employees or agents who did not have access to Confidential Information of the City. Upon the City's request, Service Provider will immediately return or destroy any and all Confidential Information that has been provided to it by the City. Notwithstanding the foregoing, Service Provider shall not be required to erase Confidential Information that has been saved to a back-up file in accordance with its ordinary document retention policies and procedures and may continue to store Confidential Information solely for such purpose and for such period as required to comply with such policies and procedures and any applicable law or regulation. Service Provider agrees to maintain the confidentiality of the Confidential Information during the term of this Agreement, including any renewals or extensions thereof, and for five (5) years following the expiration or termination, including any renewals or extensions, of this Agreement.

23. Indemnification.

Service Provider agrees to indemnify, and hold harmless the City and its respective officers, and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent to the extent caused by any negligent or wrongful acts or omission or breach of any provision of this Agreement by the Service Provider or any of its officers, agents, employees, or contractors.

Such indemnity shall include reasonable attorney's fees and costs and other expenses to the extent caused therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. City shall not provide such indemnification to Service Provider, provided, however, that Service Provider shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omissions of the City. Notwithstanding anything to the contrary set forth herein, the obligations of the Parties under this Section 23 shall survive the termination of this Agreement. The duty defend shall not apply to professional liability claims made against an indemnitee.

24. Non-Appropriation. Notwithstanding any other provisions of this Agreement, the Parties acknowledge that City is a governmental entity whose funds are subject to appropriation by its fiscal body. If at any time during the Term of this Agreement, City or its fiscal body should fail to appropriate sufficient funds to make payments under this Agreement: (a) the Agreement shall immediately terminate and become null and void; and (b) City shall not be obligated to perform under this Agreement unless and until sufficient funds are appropriated. City agrees to seek funding for the continuation of this Agreement during each budget cycle during the Term. City shall inform Service Provider in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all Services provided prior to the exhaustion of appropriated funds. In the event of termination of this Agreement pursuant to this Section 24: (A) Service Provider shall be entitled to receive all Monthly Fees and Reimbursable Expenses payable through the date of termination, as such date is determined pursuant to this Section 24, and (B) the foregoing shall be the sole remedies available to Service Provider in connection with any such termination. This provision shall survive any termination of this Agreement.

25. Miscellaneous. Time is of the essence of this Agreement. Unless "business day" is specified, the term "day" as used herein means a calendar day. The term "business day" means any

day other than a Saturday, Sunday, or federal or state holiday. If the last date for any act to be performed hereunder falls on a Saturday, Sunday, or federal or state holiday, then the time for performance shall be extended to the next business day. This Agreement is the final expression of the complete agreement between City and Service Provider. There are no oral representations, warranties, agreements, or promises pertaining to the Services and the other subject matter hereof not incorporated in writing in this Agreement. This Agreement may be amended, modified, or supplemented only by a writing signed by both the City and the Service Provider. The section headings herein are for convenience and shall not be considered in any way to affect the interpretation of this Agreement. This Agreement shall: (a) bind, and inure to the benefit of, City and Service Provider and their respective successors and assigns; and (b) be governed by, and construed in accordance with, the laws of the state of Indiana (the "State"). This Agreement shall not be construed to create a contractual relationship with, give rights or benefits to, or create a cause of action in favor of, anyone other than the parties hereto. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that the Agreement may have been prepared primarily by counsel for one of the parties, it being recognized that both City and Service Provider and their respective counsel have contributed substantially and materially to the preparation of this Agreement. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the other terms and conditions, and this Agreement shall be construed in all respects as if such invalid or unenforceable term or condition had not been contained herein. The Parties agree that the failure to enforce any provision or obligation under this Agreement shall not constitute a waiver thereof, or serve as a bar to the subsequent enforcement of any such provision or obligation under this Agreement. Each of the undersigned represents that he or she has: (a) the authority to bind City or Service Provider, as applicable; and (b) the proper power and authority to execute this Agreement. All Exhibits referenced in this Agreement are attached hereto and incorporated herein by reference. This Agreement may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument. A facsimile or email transmission of a duly-executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms hereof. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. Service Provider waives, to the extent permitted under applicable law: (a) the right to trial by jury; and (b) any right Service Provider may have to: (i) assert the doctrine of "forum non conveniens"; or (ii) object to venue.

[Signature page to follow.]

IN WITNESS WHEREOF, City and Service Provider have executed this Agreement as of the Effective Date.

CITY:

City of Westfield, Indiana

By: _____
Johnathon Nail, Executive Chief of Operations

SERVICE PROVIDER:

CrossRoad Engineers, PC

By: _____
Trent Newport, PE, PS, President

INDEX OF EXHIBITS

Exhibit A	Description of the Services
Exhibit B	Schedule of the Services
Exhibit C	Schedule of Fees and Compensation
Exhibit D	Required Insurance

EXHIBIT A

Description of the Services

Service Provider shall perform the following scope of services under this Agreement:

RIGHT OF WAY ENGINEERING

CONSULTANT shall perform Right of Way Engineering work consisting of preparing right of way plans, property plats, and legal descriptions for those right of way parcels that need to be acquired for the project. There are expected to be up to 9 parcels of land to be acquired. This effort also includes a 20-year title research for the permanent right of way to be acquired. All of this work will be completed in accordance with the Right of Way Engineering Procedure Manual, hereinafter called the MANUAL, 865 I.A.C. 1-12.

RIGHT OF WAY ACQUISITION SERVICES

This work includes the management and all of the activities necessary to procure the required parcels of right of way. These activities include the appraisals, buying of right of way, right of way management, and RW staking. Also, transfer documents will be prepared and recorded. If requested, the proposed right of way will be field staked.

EXHIBIT B

Schedule of the Services

The services described in Exhibit A will be performed by the Service Provider via the following schedule, subject to the cooperation of and the collaboration with the City:

All work by the Service Provider shall follow the design development schedule provided by the project designer and constructor.

EXHIBIT C

Schedule of Fees and Compensation

Jersey St Reconstruction

City of Westfield

Fee Justification For

R/W ENGINEERING & ACQUISITION			
Secure Easements/Fee Simple Acquisition	**Cost/Parcel**	**Jersey St No. Parcels**	
T&E Report	$500.00	9	$4,500.00
R/W Engineering	$1,650.00	9	$14,850.00
Land Plat	$600.00	9	$5,400.00
Legal Description	$600.00	9	$5,400.00
Appraising (based on Value Findings)	$2,400.00	9	$21,600.00
Negotiations	$2,500.00	9	$22,500.00
Doc Prep & Recording	$150.00	9	$1,350.00
R/W Staking	$700.00	9	$6,300.00
R/W Management	$1,500.00	9	$13,500.00
TOTAL RIGHT OF WAY SERVICES	$10,600.00	9	**$95,400.00**

CrossRoad Engineers, PC **115 N. 17th Ave., Beech Grove, Indiana 46107**

EXHIBIT D

Required Insurance

Upon execution of this Agreement, and prior to the Service Provider's commencement of any work or services with regard to the Services, Service Provider shall furnish the City with certificates evidencing such insurance meeting the following specifications:

Service Provider shall provide to the City evidence of insurance meeting the following specifications for Workers' Compensation, Employers liability, Commercial General Liability, Automobile Liability, Umbrella Liability and Professional Liability, if applicable.

1. Workers Compensation Insurance coverage in accordance with statutory requirements.

2. Employers Liability Insurance with limits of not less than $500,000 Each Accident, $500,000 Disease Each Employee, $500,000 Disease Policy Limit.

3. Commercial General Liability Insurance on ISO form GC0001 10 01 (or a substitute form providing coverage) naming the City as an additional insured. This insurance shall be primary and non-contributory, shall provide for waiver of subrogation in favor of City and shall provide for 30-day notice of any cancellation thereof by Service Provider. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded the City per the following:

$1,000,000 Each Occurrence (BI & PD Combined Single Limit);
$1,000,000 General Occurrence (subject to per project general aggregate provision);
$1,000,000 Personal Injury Liability to include coverage for employee-related claims;
$1,000,000 Products and Completed Operations Aggregate

4. Automobile Liability Insurance with a combined single limit of $1,000,000 per accident naming City as an additional insured. This insurance shall be primary and non-contributory, shall provide for waiver of subrogation in favor of City, and shall provide for 30-day notice of any cancellation thereof by Service Provider.

5. Umbrella Liability Insurance with an aggregate and per occurrence limit of $2,000,000, which shall be excess over the Employers Liability Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance and shall name City as an additional insured. This insurance shall be primary and non-contributory, shall provide for waiver of subrogation in favor of City and shall provide for 30-day notice of any cancellation thereof by Service Provider.

Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured liability including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors.

1 CITY OF WESTFIELD_CHANGE ORDER

This Change Order ("CO") is pursuant, incorporated into, and made a part of, that certain Professional Services Master Agreement bearing an Effective Date of 4/8/2024 ("PSMA") between Sikich LLC ("Sikich") and the City of Westfield ("Client") (collectively, the "Agreement"). Except as modified in this Change Order, the Agreement and Statement of Work, including any prior Change Orders or amendments, remains unchanged and in full force and effect.

Statement of Work Project ID: CityofWestfield_EDO_QS_SOW_V.2

Client Requester – Name/Email/Phone: Jenell Fairman / jfairman@westfield.in.gov / 317-663-9530

Date Requested: 2/9/2026

2 SCOPE OF CHANGE

Additional Scope added to project (work already completed between November 2024 and May 2025) to bring the project to a close.

2.1 AREA OF IMPACT

Increase in hours/cost. Additional timeline to complete is estimated for **~6 weeks**, dependent on resource availability.

3 DELIVERABLES

DELIVERABLE/SERVICES	DESCRIPTION
Golden Shovel Form Integration	The Form Integration (2.1) requires Golden Shovel Agency to build their form against the API Specification Document that Sikich provides. These estimated hours assume Golden Shovel delivers a working test form that POSTs valid JSON. Delays on Golden Shovel's side do not affect Sikich's hours but may affect overall project timeline. Includes: • API Specification Document & schema design • HTTP trigger + Core flow logic (Company/Contact checks, Project creation) • Base64 file decoding + SharePoint file creation • Testing across all branching paths • Golden Shovel coordination (Kickoff, Testing, Go-live)
Industry Choice Field Updates	Includes: • Add new choice values + rename existing labels • Impact validation (views, reports, existing flows)
Lead Report (Excel Template)	Includes: • Requirements meeting + follow-up clarifications

	• Excel Template build (data sheet, pivots, chart, formatting) • View configuration + testing with production data
SharePoint Deletion Flows (x5) + Weekly Cleanup	The deletion flows (2.4) are based on the current SharePoint folder hierarchy and Document Location configuration. If the SharePoint structure changes, the deletion flows will need to be updated accordingly. Includes: • Add Deletion Status field to 5 entities + Form updates • Build 5 "Marked for Deletion" trigger flows (SharePoint folder lookup + delete) • Build 1 weekly cleanup flow (hard-delete marked records) • Testing across all 5 entities + SharePoint verification

4 PROJECT IMPACT (BUDGET/TIMELINE/EXPENSES)

4.1 ESTIMATED PROFESSIONAL SERVICES

Services under this CO are billed based on actual hours incurred using the rates in the table below. Travel and expenses are not included in this estimate and are billed separately if needed and agreed upon in writing.

The estimates stated in this CO are preliminary and included in the quoted effort as part of this CO. A change in this effort may result in a reduction or increase in the overall hours or estimate. Any increase will go through the Change Management process for written approval by Client.

The overall estimate for completion comprises the following resources, as coordinated between Client and Sikich:

ITEM	RATE	HOURS	AMOUNT
Golden Shovel Form Integration	$250	18	$ 4,500.00
Industry Choice Field Updates	$250	2	$ 500.00
Lead Report (Excel Template)	$250	6	$ 1,500.00
SharePoint Deletion Flows (x5) + Weekly Cleanup	$250	20	$ 5,000.00
Project Management	$250	6	$ 1,500.00
TOTAL ESTIMATED SERVICES		52	$ 13,000.00

5 PAYMENT TERMS AND INVOICING

Services costs and travel expenses are invoiced based on the terms set forth in the Agreement.

6 ACCEPTANCE

By the signatures of their duly authorized representatives below, Client and Sikich, intending to be legally bound, agree to all the provisions of this Change Order as of the date of mutual signing.

AGREED TO AND ACKNOWLEDGED BY:

Sikich LLC	**City of Westfield**
Signature: Robert Sawyer (Feb 17, 2026 17:38:08 EST)	Signature:
Name: Robert Sawyer	Name: Christopher S Larsen
Title: Principal	Title: Director of Informatics
Dated: 02/17/2026	Dated: 02/17/2026

City of Westfield_EDO_CO5_078198 Signed

Final Audit Report 2026-02-17

Created:	2026-02-17
By:	Jordan Gilley (jordan.gilley@sikich.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3tMhII0f9HVwVEI01GG1PBNr7ryiVg1V

"City of Westfield_EDO_CO5_078198 Signed" History

Document created by Jordan Gilley (jordan.gilley@sikich.com)
2026-02-17 - 9:55:33 PM GMT

Document emailed to Robert Sawyer (Robert.Sawyer@sikich.com) for signature
2026-02-17 - 9:56:52 PM GMT

Email viewed by Robert Sawyer (Robert.Sawyer@sikich.com)
2026-02-17 - 10:37:13 PM GMT

Document e-signed by Robert Sawyer (Robert.Sawyer@sikich.com)
Signature Date: 2026-02-17 - 10:38:08 PM GMT - Time Source: server

Agreement completed.
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SIKICH®

Technology Services

PROFESSIONAL SERVICES MASTER AGREEMENT

This Professional Services Master Agreement (the "Master Agreement") is entered into on the date that it is accepted by Sikich (the "Effective Date") by and between the parties set forth below.

Sikich LLP ("Sikich")
Attn: Partner in Charge- Technology
1415 W. Diehl Road, Suite 400
Naperville, IL 60563
630-566-8400 (voice)
630-566-8401 (fax)
techinfo@sikich.com

The City of Westfield ("Client")
Attn: Christopher Larsen
2728 E 17th St.
Westfield, IN 46074
317-804-3165
clarsen@westfield.in.gov

WHEREAS, Sikich provides technology consulting services ("Services") and associated work product, computer software and computer hardware and digital materials ("Deliverables");

WHEREAS, Client desires to obtain the Services and Deliverables from Sikich from time to time; and

THEREFORE, in consideration of the mutual covenants set out in this Agreement, the parties, intending to be legally bound, hereby agree to the following terms and conditions.

SERVICES

1. This Agreement covers the provision of Services and/or Deliverables to Client from time to time by Sikich. The specific details of each project under this Agreement (each "Project") shall be separately negotiated and specified in a written Statement of Work ("SOW") containing terms agreed by the parties. An SOW may take the form of a Proposal, SOW, Development Request, Change Order or Quotation. Each SOW will define, as appropriate, the scope of work to be performed by Sikich, including the Services and Deliverables to be delivered, the Acceptance Criteria for the Services and Deliverables and the time line, cost estimate and payment schedule for developing and delivering the Services and Deliverables. Each SOW entered into pursuant to this Agreement shall be subject to all of the terms and conditions of this Agreement and shall be made part of, and incorporated into, this Agreement. To the extent any terms or provisions of an SOW conflict with the terms and provisions of this Agreement, the terms and provisions of this Agreement shall control, except to the extent that the applicable SOW expressly references the specific provision in this Agreement to be modified by the SOW. Should either party wish to change the scope of the Services set out in any SOW, it shall immediately notify the other party. The parties shall meet and discuss in good faith the consequences of the change and the impact on the Deliverables, timetable, the estimated cost and the project plan. No change shall be implemented without the parties entering into a written change order executed by authorized representatives of both parties.

ASSIGNMENT OF STAFF

2. Sikich shall have the right, at its complete discretion, to designate all persons, including independent contractors, to be assigned to perform the Services. Sikich will ensure that independent contractors are reasonably qualified to perform the required services.

CLIENT RESPONSIBILITIES

3. Client acknowledges that its reasonable cooperation is necessary for the timely implementation and completion of a Project. Failure of Client to fulfill its responsibilities as defined below may result in Sikich delaying or suspending the performance of its responsibilities under this Agreement with respect to a project and any SOWs, at Sikich's sole and reasonable discretion. Client's responsibilities include providing Sikich with the following:

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(a) Timely and accurate information;

(b) Timely access to appropriate Client personnel, equipment, systems and software;

(c) Timely feedback to testing and proofing requests;

(d) Qualified Client personnel for training and for acceptance testing; and

(e) Any additional responsibilities set forth in an SOW.

Client acknowledges it is responsible for assuming all management responsibilities and for overseeing any Services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience to so manage. In addition, Client is responsible for evaluating the adequacy and results of the Services performed and accepting responsibility for the results of such Services.

FEES AND DIRECT EXPENSES

4. The fees for Services will be charged as agreed to in a specific SOW. Time and expenses Services will include all time expended to perform the Services and direct expenses incurred while in the performance of the Services. Sikich typically charges a premium rate equal to 1.5 times the stated rates for work performed on weekends, holidays and outside of business hours, unless otherwise stated in the applicable SOW. All premium rate work will require prior written approval from Client. Sikich's normal business hours are 7:00AM to 7:00PM CST Monday through Friday, except for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day and Day after Christmas.

5. Client shall reimburse Sikich for all reasonable out-of-pocket expenses incurred by Sikich in connection with the Services and Deliverables being provided herein, including, but not limited to, vehicle travel from the consultant's home to the company site or airport at the then current reimbursable amount authorized by the Internal Revenue Service; parking, airfare, car rental, room, board, and other travel incidentals. Travel time to and from the consultant's home to the Client site or airport will be billed at half the normal hourly billing rate.

6. Sikich will submit itemized invoices weekly to Client for all fees and expenses incurred for the previous week. Client shall pay all invoiced amounts for Services within thirty (30) days after the date of the invoice. For purchasing any Third Party Software (as defined below), payment may be required prior to the elapse of thirty (30) days or upon ordering. All right, title, and interest of any Deliverable provided to Client pursuant to this Agreement shall only transfer to Client when the respective Deliverable is fully paid for by Client. Any objection to the invoice must be made within sixty (60) days after the date of the invoice. Lack of timely objection to an invoice shall evidence Client's agreement to all invoiced amounts. Sikich reserves the right to terminate this Agreement or the applicable SOW, or to suspend all provision of Services if at any time an invoice becomes past-due. Sikich reserves the right to require payment of outstanding fees and expenses prior to the performance of any of the Services or the delivery of any Deliverables.

ACCEPTANCE

7. Acceptance of Deliverables. Upon Sikich's completion and delivery of the Deliverables to Client, Client shall have thirty (30) days after receipt and (if applicable) installation of the Deliverables to review and accept as complete or reject as incomplete the Deliverables in accordance with the criteria for acceptance set forth in the SOW (the "Acceptance Criteria"). In the event Client elects to reject any such Deliverables as incomplete, Client shall notify Sikich in writing, not more than thirty (30) days after receipt and (if applicable) installation of the Deliverables, itemizing each instance in which Deliverables fails to meet the Acceptance Criteria ("Failure") in reasonably sufficient detail to permit Sikich to replicate, diagnose and correct the Failure (as applicable). Sikich will use commercially reasonable efforts to diagnose and correct all identified Failures and provide Client with a modified version of the Deliverables for review and acceptance. Sikich's efforts to correct Failures caused solely by Sikich shall be at no cost to Client. Client has thirty (30) days to verify that all identified Failures have been corrected and to accept or reject the modified version of the Deliverables. Failure of Client to notify Sikich of a Failure within any thirty (30) day acceptance period shall be deemed automatic and final

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acceptance of the Deliverables. Notwithstanding the foregoing, in the event Sikich performs additional services upon the Client's written request or due to the Client's actions or errors, and beyond the scope of work anticipated in the original SOW, or any modified SOW, then Sikich will be entitled to additional compensation under the standard Sikich time and expense policies set forth in Sections 4-6. Such additional efforts may include , the following Services: (a) efforts expended for retesting the Deliverables due to Client action or errors; (b) any remedial action that is caused by Client action or errors; (c) any system changes; (d) any change to the original scope of work or any amended scope of work; I any changes to the assumptions made by Sikich based on information provided by the Client; and (f) any unauthorized Client or third party modifications to the Deliverables or use of the Deliverables other than as designed.

8. Acceptance of Third Party Software. Client acknowledges that in order for Sikich to perform Services hereunder, Client may need to obtain additional third party software, software license or code ("Third Party Software"). Client shall be solely responsible for procuring licenses for such Third Party Software from the Third Party Software's owner or may request Sikich to procure such licenses. In the event an SOW provides for the delivery, configuration and/or installation of Third Party Software, such delivery, configuration and/or installation of such Third Party Software shall be accepted by Client pursuant to the Third Party Software provider's documentation and/or license agreement(s). In the event Third Party Software is ordered by Sikich for Client, (i) Client shall be required to prepay the purchase price of the Third Party Software and (ii) the purchase price shall not be refundable unless the Third Party Software licensor permits Sikich to return such software for a refund of any or all of the purchase price therefor and then that portion of the purchase price shall be refunded to Client.

9. Error Correction. To the extent an SOW does not anticipate the delivery of any Deliverables as defined above, if any Services provided hereunder do not conform to the express specifications in an SOW, and such nonconformance is not attributable to any act or omission of Client, its customers or their agents, Sikich will correct the deficiencies within a mutually agreed upon time period at no additional cost to Client, provided that Client notifies Sikich of such error or deficiency within thirty (30) days of receipt of the applicable Services by Client or its customer. If Client requests any modification to the Services other than as specified in a mutually agreed upon SOW, Client may request that Sikich make the desired modification at Sikich's then current hourly rates.

WARRANTY

10. Sikich's warranty of the Services are limited in their entirety by the following:

(a) Standards. Sikich represents and warrants that all of the Services will be performed in a professional and workmanlike manner conforming to generally acceptable standards of the technology industry.

(b) Limitations of Warranty. SIKICH MAKES NO EXPRESS WARRANTIES OTHER THAN THOSE SPECIFICALLY STATED IN THIS AGREEMENT. SIKICH MAKES NO WARRANTY AS TO THE RESULTS OR PERFORMANCE THAT MAY OR MAY NOT BE OBTAINED BY CLIENT IN USING THE SERVICES, IN USING RECOMMENDATIONS PROVIDED AS PART OF SERVICES, AND/OR IN USING DELIVERABLES AS SET FORTH IN THIS AGREEMENT AND ANY SOWS. SIKICH DOES NOT AND CANNOT WARRANT THAT (i) CLIENT WILL NOT BE HACKED OR WILL NOT HAVE ITS SECURITY COMPROMISED, OR (ii) ITS SERVICES WILL DETECT EVERY CLIENT VULNERABILITY OR WEAKNESS OR THAT THE RESULTS OF SERVICES OR DELIVERABLES WILL BE ERROR-FREE OR TOTALLY ACCURATE. SIKICH SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SIKICH'S WARRANTY FOR ANY THIRD PARTY SOFTWARE OR HARDWARE PROVIDED TO CLIENT UNDER THIS AGREEMENT AND ANY SOWS SHALL BE SOLELY LIMITED TO ANY WARRANTY PROVIDED FOR SUCH THIRD PARTY SOFTWARE OR HARDWARE BY THE LICENSOR OR ORIGINAL EQUIPMENT MANUFACTURER THAT SIKICH AGREES TO ASSIGN WITHOUT MODIFICATION TO CLIENT TO THE EXTENT SIKICH IS ALLOWED TO LEGALLY AND CONTRACTUALLY TRANSFER SUCH WARRANTY TO CLIENT.

LIMITATIONS OF LIABILITY

11. In no event shall Sikich or its subcontractors be liable (i) under this Agreement for damages in excess of the total amount of fees collected from Client for the immediately preceding six (6) months pursuant to the

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applicable Statement of Work under which the claim arose for the Services giving rise to the liability or (ii) for any claim whatsoever for any special, consequential, exemplary, incidental, consequential, lost profits, punitive, indirect or similar damages of any kind even if Sikich has been advised of the possibility of such damages. Sikich shall not be liable for any costs or fees related to Client's termination, cancellation, or breach of any contracts with third party providers whose products or services are being replaced or supplemented by Sikich or providers recommended by Sikich. Neither Sikich nor its contractors shall be liable for any damages arising from or related to the improper use of any Deliverables and/or Client's own computer hardware by Client, its employees or its customers, clients or other third parties. Client agrees that no claim may be brought by Client for the breach of this Agreement or any SOW more than one (1) year after such alleged breach occurred.

OWNERSHIP

12. Client Materials. Any and all software programs, databases, artwork, logos, graphics, video, text, data and other materials supplied by Client to Sikich in connection with the Services will at all times remain the sole and exclusive property of Client and its licensors (the "Client Materials"). No right, title, or interest will be transferred from Client to Sikich with respect to any of the Client Materials or any other copyrights, trademarks, trade secrets, patents or other intellectual property, proprietary, personal or other rights related thereto.

13. Sikich Property. Sikich shall remain the sole and exclusive owner of all right, title and interest to (a) any routines and subroutines that are used in developing or that are embodied in a Deliverable (excluding any Client Confidential Information or Client Materials) ("Subroutines"); (b) any software code and/or a portion of code that Sikich has already developed, acquired by assignment or uses under license or that Sikich hereafter independently develops or acquires by assignment or uses under license from a third party, such as re-usable computer software code, routines, preconfigurations, accelerators, modules, components, methodologies, processes, technologies and tools, and that: (x) accelerates the pace of application development; or (y) accelerates the data conversion process; or (z) is a component part of the Deliverable that, in its generic form, may have general usefulness in a variety of other software programs or programming applications ("Tools" or "Utilities"), or (c) all copyrights, trademarks, service marks, trade secrets, inventions, proprietary processes and other intellectual property of Sikich, including but not limited to software, source code, methodologies, documentation, databases, and other materials, which were created or conceived by Sikich or its agents prior to the date hereof, and any works based thereon, will remain the property of Sikich; and (ii) all templates, proprietary document formats, structures and designs, boilerplate language and narrative portions of deliverables which are not compilations of Client data (collectively, the "Sikich Property").

14. Except as provided hereunder and unless otherwise provided in an SOW, Client, upon Client's payment of all amounts due Sikich, shall own all right, title and interest to the Deliverable (excluding any Sikich Property). In the event any Deliverable provided by Sikich includes amendments, customizations, modifications and/or enhancements to third party software licensed by or on behalf of Client, the rights to such amendments, customizations, modifications and/or enhancements shall be determined in accordance with the terms of the applicable third party license and the applicable SOW. Sikich may further develop, use, copy and prepare derivative works and distribute works that are substantially similar to the Deliverable ("Similar Work(s)"), including works similar in function, structure, sequence or organization of the Deliverable, provided that such development, use, copying and preparation of derivative works and distribution does not violate Sikich's obligations under this Agreement with respect to any Client Materials or Client's Confidential Information. Upon Client request**,** Sikich shall assign to Client all of Sikich's right, title and interest, if any, to a Deliverable, including source code and documentation, subject to the right of Sikich to develop, use, copy and prepare derivative works from Deliverables to create Similar Works.

15. Subject to Client fulfilling its obligations under this Agreement and any SOW (including the timely payment of all invoices), Sikich grants to Client a worldwide, nonexclusive, nontransferable, royalty-free, perpetual license to use the Sikich Property that are incorporated into the Deliverables for its internal business purposes. Client may transfer the license to such Sikich Property to affiliates, successors and assigns, provided said transfer to successors and assigns is without consideration to a successor in interest of the entire business that assumes the obligations of this Agreement and there is no attempt to commercialize the Sikich Property.

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INDEPENDENT CONTRACTOR STATUS

16. The relationship of Sikich to Client shall at all times be that of an independent contractor and neither Sikich nor Client will have any authority to bind the other party in any manner. Nothing in this Agreement shall be construed to create any partnership, association, joint venture or employment between the parties.

INDEMNIFICATION AGAINST INFRINGEMENT

17. Sikich agrees to indemnify and hold harmless Client from and against any and all costs, claims, demands, losses, expenses and liabilities to the extent arising out of or in connection with Sikich's infringement or misappropriation of any intellectual property right or other trade secret, proprietary, publicity or privacy right of any third party related to the Deliverables. Sikich shall have no such obligations to indemnify Client if: (a) Client modifies or alters or has someone other than Sikich or its authorized contractors, alter or modify the Deliverables in a manner that gives rise to the infringement claims; (b) the claim could have been avoided by using an unaltered current version of the Deliverables which was provided to Client; (c) the claim is based upon any intellectual property, information, design, specification, instruction, software, data, or material not owned and/or created by Sikich or its consultants; or (d) the claim is based upon the combination of any Deliverables with any third party software, hardware, products or services. In the event such a claim is brought and Sikich has the obligation to indemnify Client under this Agreement, Sikich shall, at its option and election, have the right to either: (i) obtain the rights for Client to continue to use such Deliverables; (ii) modify the Deliverables so they no longer are allegedly infringing such third party rights; or (iii) replace such Deliverables with a new version of such Deliverables that does not infringe upon such third party rights; provided, however, that any modification or replacement provided hereunder, does not cause a material difference in the functionality of the Deliverables. This Section 17 (i) is subject to Section 11 and (ii) sets forth Client's sole and exclusive remedy with respect to any claims of actual or alleged infringement, misappropriation or violation of any proprietary rights under or related to this Agreement.

COVENANT NOT TO ASSOCIATE

18. During the term of this Agreement and for a period of one (1) year thereafter (the "**Restricted Period**"), Client will not, directly or indirectly, employ, attempt to employ, or retain any person who performed any of the Services on behalf of Sikich for Client ("Sikich Personnel"). If Client does hire any Sikich Personnel during the Restricted Period, then a fee equal to one hundred fifty percent (150%) of the total compensation paid by Sikich to such employee or other person in the immediately prior twelve (12) months is due to Sikich. Client shall be jointly and severally liable with such third party for payment of the above described fee to Sikich if Client's third party hires any Sikich Personnel. The parties agree that the fees described in this Section 18 shall constitute liquidated damages for such a breach that the parties agree is reasonable compensation to the other for its damages incurred as a result of the breach. The provisions of this Section 18 shall not apply to any person hired pursuant to a general solicitation.

FORCE MAJEURE

19. Sikich shall not be deemed in default of any provision of this Agreement or be liable for any delay, failure in performance, or interruption of the Services resulting directly or indirectly from acts of God, electronic virus attack or infiltration, civil or military authority action, civil disturbance, war, strike and other labor disputes, fires, floods, other catastrophes, and other forces beyond its reasonable control.

DISPUTE RESOLUTION

20. Negotiation: In the event that a dispute arises between Sikich and Client that cannot be resolved in the normal course of doing business after making good faith efforts to do so, within ten (10) business days after receipt of a written request by either party, authorized senior officials with decision making authority of each party shall meet (in person or via electronic means) to resolve the dispute. If the designated officials cannot resolve the dispute within ten (10) business days following their initial meeting, then the dispute shall be referred to arbitration pursuant to Section 21 hereof.

21. Arbitration: Except as provided in Section 28 and Section 34 with respect to injunctive relief, and except claims by Sikich for non-payment of amounts owed hereunder, any controversy or claim arising out of or in any way relating to this Agreement or the breach thereof, shall be settled by arbitration in the City of Westfield, Indiana in accordance with the applicable rules of the American Arbitration Association and

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judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. The parties hereby waive their right to have any such disputes and claims litigated by a jury. In all such situations (arbitration or a court of competent jurisdiction) Indiana law shall apply.

TERM AND TERMINATION

22. The "**Term**" of this Agreement shall be for one (1) calendar year commencing on the Effective Date, and will automatically be extended on an annual basis unless Sikich or Client provides written notice of non-renewal at least thirty (30) days prior to the end of the then-effective Term. Notwithstanding the foregoing, at any time during the Term, either Sikich or Client may elect to terminate this Agreement without cause by providing thirty (30) days prior written notice to the other party. Termination of this Agreement shall terminate all SOWs as of the Effective Termination Date (as defined below) without any further action or notice by the parties. Termination of one or more SOWs shall not result in the termination of any other SOW or this Agreement. Termination of this Agreement shall become effective (the "Effective Termination Date") on the 30th day following delivery of written termination notice by one party to the other. Unless an earlier date is otherwise agreed to by the parties, Sikich shall stop work under this Agreement and all SOWs on the Effective Termination Date. On the Effective Termination Date: (a) Sikich shall be compensated for the work completed up to the Effective Termination Date; (b) Sikich shall be reimbursed for all out-of-pocket expenses incurred up to the Effective Termination Date; (c) Sikich shall deliver to Client its work product and documentation in connection with any uncompleted Deliverables with the understanding that such unfinished Deliverables are provided "AS IS," without any warranties, express or implied; and (d) the parties shall have no further obligations to each other.

23. Survival. The following provisions shall survive any termination or suspension of this Agreement: Sections 1, 4-6 and 12-43.

CONFIDENTIALITY

24. "**Confidential Information**" shall include all information and materials; (a) developed during the Term, including any renewals or extensions and within the scope of this Agreement and any SOWs, and/or (b) transmitted or shared between the parties since the start of negotiations to enter into this Agreement or any SOWs and until its expiration or termination, including any renewals or extensions. The receiving party and its contractors warrant that it shall use reasonable care, but in no case less than the care the receiving party uses with regard to its own Confidential Information, to ensure that any Confidential Information, to which the receiving party has obtained possession or knowledge of in connection with this Agreement (from the disclosing party) , will not be disclosed to any third parties, in whole or in part, without the prior written permission of the disclosing party. Sikich shall use Confidential Information of Client solely for purposes of providing Deliverables and Services under this Agreement. Notwithstanding anything to the contrary in Sections 24-28, either party may disclose Confidential Information if required to do so by law (including but not limited to Indiana's Access to Public Records Act), rule or regulation or by subpoena, court order, regulatory proceeding or similar judicial or governmental process.

25. Neither party shall have the obligation to maintain the confidentiality of any Confidential Information that: (a) at the time of disclosure, had been independently developed by the receiving party or was in the receiving party's lawful possession prior to receipt from the disclosing party; (b) is lawfully obtained by the receiving party from a third party that, to the knowledge of the receiving party, did not acquire the information under an obligation of confidentiality; (c) is at the time of disclosure, or thereafter, becomes publicly known through no act or omission by the receiving party or its employees; or (d) is independently developed by the receiving party, its employees or agents who did not have access to Confidential Information of the disclosing party.

26. Upon the disclosing party's request, the receiving party will immediately return or destroy any or all Confidential Information that has been provided to it by the disclosing party. Notwithstanding the foregoing, the receiving party shall not be required to erase Confidential Information that has been saved to a back-up file in accordance with its ordinary document retention policies and procedures and may continue to store Confidential Information solely for such purpose and for such period as required to comply with such policies and procedures and any applicable law or regulation.

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27. The parties shall maintain the confidentiality of the Confidential Information as set forth in Sections 24-26 during the Term, including any renewals or extension thereof, and for five (5) years following the expiration or termination, including any renewals or extensions, of this Agreement.

28. Injunctive Relief: Each party recognizes and acknowledges the substantial competitive value and confidential nature of the other party's Confidential Information, and that such party may suffer irreparable harm, for which monetary damages would be an inadequate remedy, if such Confidential Information were disclosed in violation of this Agreement. Therefore, in addition to any other available rights or remedies available under this Agreement, at law or in equity, each party shall have the right to seek an injunction issued against the other party to prevent actual or threatened breach of Sections 24-27, without the posting of a bond or any other security or the proof of actual damages.

29. Client hereby acknowledges and consents to Sikich's use of third-party cloud computing services to store confidential and proprietary information and other data of the Client, and agrees that Sikich's use of such cloud services coupled with the use of encrypted devices, password protections and firewall protection shall constitute the best efforts of Sikich to safeguard such information and data from unauthorized disclosure. Client further agrees that, subject to applicable law, Sikich shall only be liable if it has finally judicially been determined that Sikich did not take commercially reasonable measures to protect the confidential and proprietary information and other data of the Client from unauthorized disclosure.

30. As a result of Sikich's prior or future services to the Client, Sikich might be requested or required to provide information or documents to the Client or a third party in a legal, administrative, regulatory inquiry or arbitration or similar proceeding in which Sikich is not a party. If this occurs, Sikich's efforts in complying with such requests will be deemed billable to Client as a separate engagement. Sikich shall be entitled to compensation for its time and reasonable reimbursement for its expenses (including legal fees) in complying with the request.

TAXES

31. Client acknowledges and agrees that it is responsible for sales or use tax lawfully imposed on its retail purchases of Services or Deliverables from Sikich. Client will determine for each SOW issued under this Agreement whether to pay such tax to Sikich or to issue an appropriate fully completed certificate of exemption to Sikich to relieve Sikich of the legal obligation to collect and remit such tax. Client agrees to indemnify and hold Sikich harmless for any sales or use, transaction or gross receipt taxes and any interest and/or penalties, imposed or subsequently assessed against Sikich by any state or local jurisdiction based upon any transaction which is the subject of this Agreement, and any reasonable attorneys' fees and costs incurred by Sikich as a result of the same.

SEVERABILITY

32. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

HEADINGS

33. Section headings have been included in this Agreement merely for convenience of reference. They are not to be considered part of, or to be used in interpreting this Agreement.

APPLICABLE LAW

34. The substantive laws of the State of Indiana shall govern this Agreement in construction and enforceability without regard to its conflict of laws principles. Each party reserves the right to seek injunctive relief provided, however, any such action must be instituted and maintained in a state court in Hamilton County, Indiana or in a federal district court in the Southern District of Indiana.

ASSIGNMENT

35. Neither party shall assign this Agreement, or any of its rights and obligations under this Agreement, by operation of law or otherwise, without the prior written consent of the other party; provided, however, that either party may assign all, but not part, of its rights and obligations under this Agreement to its successor by

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way of merger, corporate reorganization or sale of all or substantially all of its assets, provided such successor assumes all of such party's obligations under this Agreement. Subject to the foregoing restriction on assignments, this Agreement shall be fully binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors, assigns and legal representatives.

NOTICES

36. All notices and demands of any kind or nature which either party to this Master Agreement may be required or may desire to serve upon the other in connection with this Master Agreement shall be in writing and may be served personally, by certified mail, by a nationally recognized private delivery service or by email with confirmation of transmittal and posting by certified mail to the address set forth on page one of this Master Agreement. Service of such notice or demand so made shall be deemed complete: (a) when delivered, if by personal delivery or certified mail; (b) one (1) day after delivery to a nationally recognized private delivery service; or (c) upon transmission, if by email with confirmation of transmittal and posting by certified mail.

WAIVER; COUNTERPARTS; ELECTRONIC SIGNATURES

37. A waiver by any party to this Agreement of any term or condition shall not be deemed or construed to be a general waiver of such terms or conditions or a waiver of any subsequent breach. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. In order to facilitate execution of this Agreement, pdf signatures shall be deemed to be original signatures. Each party agrees that the electronic signatures, whether digital or encrypted (e.g., DocuSign or similar electronic signature technology), of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

ENTIRE AGREEMENT; AMENDMENT

38. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof, and all prior negotiations, understandings and arguments are merged herein. This Agreement may not be modified, amended or otherwise changed in any manner except by a written instrument executed by the party against whom enforcement is sought. In the event Client requires Sikich to execute a purchase order or other documentation in order to receive payment for Services, the terms and conditions contained in such purchase order or documentation shall be null and void and shall not govern the terms of this Agreement or any SOW.

EXPORT ADMINISTRATION REGULATIONS

39. Export laws and regulations of the United States and any other relevant local export laws and regulations may apply to the Services and Deliverables. Client agrees that such export control laws govern its use of the Deliverables (including technical data) and Client agrees to comply with all export laws and regulations (including “deemed export” and “deemed re-export” regulations). Client agrees that no data, information, program and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

ENFORCEMENT EXPENSES

40. If any proceeding shall be instituted by either of the parties hereto for the enforcement of any of the rights or remedies in and under this Agreement through arbitration or otherwise, the party in whose favor an award shall be rendered therein shall be entitled to recover from the losing party all costs reasonably incurred by the prevailing party, including, but not limited to, court and arbitration costs and reasonable expert witness and attorneys' fees.

STATUTORY PROVISIONS

41. Sikich agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance this Agreement, with respect to the employee’s hire, tenure, terms, conditions

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or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

42. Under Ind. Code § 22-5-1.7-11, by entering into this Agreement with the Client, Sikich is required to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. Sikich is not required to verify the work eligibility status of all newly hired employees through the E-Verify program if the E-Verify program no longer exists. Sikich hereby confirms that it does not knowingly employ an unauthorized alien. Sikich further affirms that it will enroll in and agree to verify the work eligibility status of all newly hired employees through the E-Verify program.

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

[Signature Page Follows]

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This Professional Services Master Agreement is made in Westfield, Hamilton County, Indiana on the date that it is accepted by Sikich set forth below.

Sikich LLP	
Signature:	DocuSigned by: Lee House E523703084EB44E...
Name:	Lee House
Title:	Partner
Dated:	4/8/2024

The City of Westfield	
Signature:	DocuSigned by: 35A399E1088447D...
Name:	Christopher S Larsen
Title:	Director of Informatics
Dated:	4/8/2024

UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 9-24) / Form 236
STATE BOARD OF ACCOUNTS

"A public servant who knowingly or intentionally (1) has a pecuniary interest in; or (2) derives a profit from; a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Level 6 Felony." Ind. Code 35-44.1-1-4(b).

As defined by IC 35-31.5-2-261, "public servant" means a person who:

(1) is authorized to perform an official function on behalf of, and is paid by, a governmental entity;
(2) is elected or appointed to office to discharge a public duty for a governmental entity; or
(3) with or without compensation, is appointed in writing by a public official to act in an advisory capacity to a governmental entity concerning a contract or purchase to be made by the entity.

A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. IC 35-44.1-1-4(a)(3).

A "dependent" means the spouse of a public servant; a child, stepchild, or adoptee of a public servant who is unemancipated and less than eighteen (18) years of age; or an individual more than one-half of whose support is provided during a year by the public servant. IC 35-44.1-1-4(a)(1).

Complete this form in its entirety. Legal counsel should be consulted.

1. Full name and address of public servant submitting this form: Scott Willis, 16874 Durmast Oak Dr., Westfield, IN 46074

2. a. Job title: Mayor
   b. Governmental entity: City of Westfield
   c. County: Hamilton

FOR CONTRACTS, PLEASE COMPLETE SECTION 3.

FOR PURCHASES OF GOODS OR SERVICES (WITHOUT A CONTRACT), COMPLETE SECTION 4.

3. Identify and describe the contract involved (complete a separate Disclosure Form for each contract):
   a. Full legal name and address of contractor: _____
   b. Full name and address of "dependent" (if applicable): _____
   c. Identify the governmental entity that is a party to the contract: _____
   d. Relationship of public servant to contractor: _____

e. Specific ownership interest (and/or job title) of the public servant (or the public servant's dependent) in contractor: _____

f. Start date and end date of contract: _____

g. Total dollar amount of contract: _____

h. Specific financial interest (and/or dollar amount) derived by the public servant (or the public servant's dependent) as a result of the contract: _____

i. Date of the public meeting and the name of the governmental entity that accepted the contract (Note: this date MUST be prior to any final action on the contract or purchase): _____

4. Identify and describe each purchase of goods or services (which does not involve a contract) in which the public servant has a pecuniary interest:

a. Describe the good or service purchased: Insurance - self funded workers compensation

b. State the total dollar amount of each purchase: $529,000.- (approx.)

c. Full legal name of vendor: Indiana Public Employers Plan

d. Name of governmental entity making the purchase of goods or services: City of Westfield

e. Specific ownership interest (and/or job title) of the public servant (or the public servant's dependent) in vendor: Board of Directors

f. Full name and address of "dependent" (if applicable): N/A

g. Purchase date: 1 Jan 26 (effective date)

h. Specific financial interest (and/or dollar amount) derived by the public servant (or the public servant's dependent) as a result of the purchase: No direct interest derived but this is a paid board serving on. ($30,000)

i. Date of the public meeting and the name of the governmental entity that accepted the purchase of goods or services (Note: this date MUST be prior to any final action on the contract or purchase): _____

IF PUBLIC SERVANT IS APPOINTED, COMPLETE SECTION 5

ALL OTHER PUBLIC SERVANTS, COMPLETE SECTION 6

5. Approval of elected public servant or board of trustees of a state supported college or university that appointed the public servant:

   I / WE hereby approve this Conflict of Interest Form concerning the public servant for the contract or purchase described herein on this day:

   Date of Appointment: _____

   Date of Approval of Conflict of Interest: _____

   _____ _____
   Signature Printed Name, Job Title

   _____ _____
   Signature Printed Name, Job Title

6. Approval by governmental entity at public meeting

   a. Date this Conflict of Interest was submitted to the governmental entity: _____

   b. Date of the public meeting this Conflict of Interest Form was accepted by the public entity (Note: this date MUST be prior to any final action on the contract or purchase): _____

7. **Affirmation of Public Servant:**

   This disclosure was submitted to and accepted by the governmental entity in a public meeting (identified above) prior to final action on the contract or purchase.

   I affirm, under penalty of perjury, the truth and completeness of the statements made above.

   Signed: _____

   Printed Name: _____

   Date: _____

   Email Address: _____

8. Filing Requirement

   Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with both:

   1. The Indiana State Board of Accounts by uploading at https://gateway.ifionline.org/sboa_coi/; and
   2. The Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.

February 25, 2026

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:

- Family Express Corporation, Family Express Westfield, Bond #K42068135, $32,296.73, Erosion Control
- Family Express Corporation, Family Express Westfield, Bond #K42068147, $123,434.47, Storm Sewers, Streets/Curbs, & Sidewalks
- Skender Construction of Indiana, LLC, Grand on Main (Jersey 32), Bond #268021831, $173,185.78, ROW (Streets, Curbs, Erosion Control)
- Platinum Properties Management Company, LLC, Ravinia, Section 2, Bond #5889328, $82,077.66, Erosion Control
- Platinum Properties Management Company, LLC, Ravinia, Section 2, Bond #5889329, $96,676.80, Road & Street Paving (166th Street DOT Improvements)
- WW Land Development, LLC, Woodwind East, Section 2, Bond #GSA04100021, $169,486.30, Erosion Control
- WW Land Development, LLC, Woodwind East, Section 2, Bond #GSA04100022, $207,473.97, ROW Roadway, Paths, & Concrete

Performance Bond Release

- Lennar Homes of Indiana, Inc., Osborne Trails, Section 6, Bond #024253143, $61,855.00, Erosion Control
- Lennar Homes of Indiana, Inc., Osborne Trails, Section 10, Bond #30162725, $115,556.00, Erosion Control
- Lennar Homes of Indiana, Inc., Osborne Trails, Section 8, Bond #30162836, $74,045.00, Erosion Control
- Lennar Homes of Indiana, Inc., Osborne Trails, Section 9, Bond & Rider #30162837, $58,541.00, Erosion Control

- Lennar Homes of Indiana, Inc., Osborne Trails, Section 11, Bond #72BSBIY6169, $75,581.00, Erosion Control
- Solid Wellness, Inc., Bond #453622T, $7,000.00, Erosion Control, Curb/Pavement & Swale Underdrain (storm) & Curbs
- JC Hart Company, Inc., Wheeler Landing Apartments, Bond #NIN2089, $155,336.50, Public ROW
- Epcon Westfield, LLC, Towne Run, Phase 1, Bond & Rider #PB00155802226, $318,395.00, Streets & Curbs
- Epcon Westfield, LLC, Towne Run, Phase 1, Bond & Rider #PB00155802227, $431,480.50, Storm Sewer
- Epcon Westfield, LLC, Towne Run, Phase 1, Bond & Rider #PB00155802229, $22,000.00, Erosion Control
- Epcon Westfield, LLC, Courtyards of Westfield, Section 4, Bond #PB00155802539, $168,606.90, Road & Curb
- Epcon Westfield, LLC, Courtyards of Westfield, Section 4, Bond #PB00155802540, $186,315.23, Storm Sewer
- Epcon Westfield, LLC, Courtyards of Westfield, Section 4, Bond #PB00155802470, $27,148.00, Erosion Control
- Westwood Property Investments, LLC, Westwood Wedding Venue, Bond #101330221, $454,038.92, Trail, ROW Improvements, & Erosion Control
- GLR, Inc., CVS #11411-Wheeler Landing, Bond #CBE1020004, $59,897.00, ROW

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:

- JC Hart Company, Inc., Wheeler Landing Apartments, Bond #101714667, $14,121.50, Public ROW
- E&B Paving, LLC, Towne Run, Phase 1, Bond #30265804, $24,751.35, Onsite Stone, Base, Intermediate, Surface
- Indiana Excavating Services, LLC, Towne Run, Phase 1, Bond #CIC1964392, $39,225.50, Stormwater
- Sitecrete, LLC, Towne Run, Phase 1, Bond #30265752, $4,193.65, Curbs
- Epcon Westfield, LLC, Towne Run, Phase 1, Bond #PB00155802727, $2,000.00, Erosion Control
- E&B Paving, LLC, Courtyards of Westfield, Section 4, Bond #30265803, $13,279.52, Onsite Stone, Base, Intermediate, Surface, Striping
- Sitecrete LLC, Courtyards of Westfield, Section 4, Bond #30265753, $2,048.38, Curbs
- Indiana Excavating Services, LLC, Courtyards of Westfield, Section 4, Bond #CIC1964391, $16,937.75, Stormwater
- Epcon Westfield, LLC, Courtyards of Westfield, Section 4, Bond #PB00155802726, $2,468.00, Erosion Control
- Westwood Property Investments, LLC, a/k/a Westwood Wedding Venue, Bond #101714697, $62,410.77, Trail, ROW Improvements, Storm Sewer & Erosion Control

Maintenance Bond Release

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

Letter of Credit

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

Letter of Credit

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

City of Westfield Fire Department

Board of Public Works & Safety Report

January 2026 Report

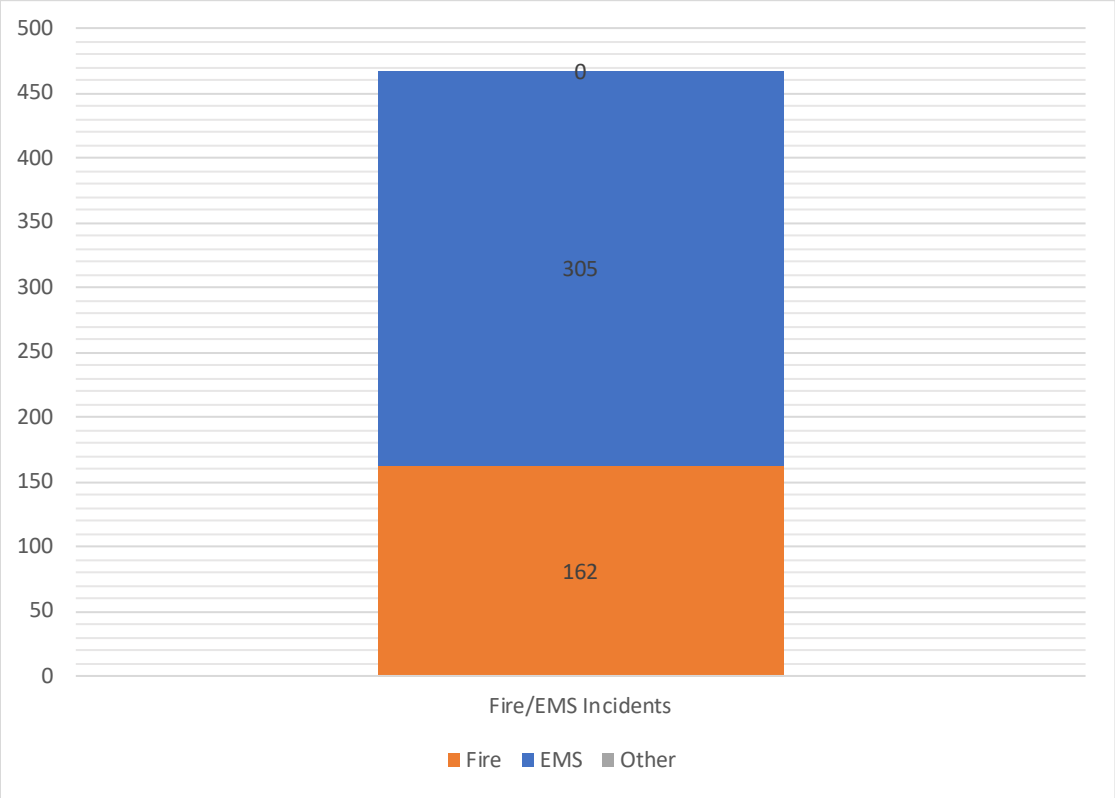
Contact: Fire Chief

Rob Gaylor

Or Nikki Hartman

804-3304

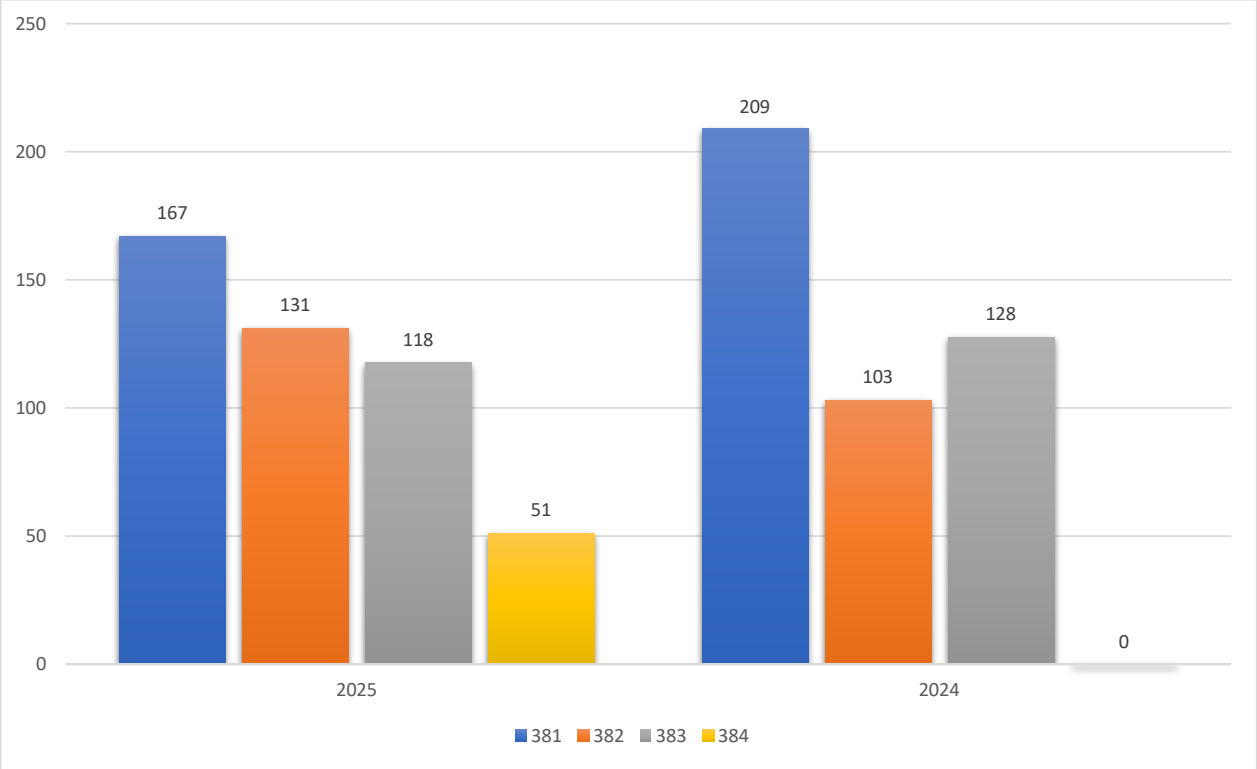
Westfield Fire January 2026
Incident Statistics



Fire/EMS Incidents		
Incident Type	Incident Counts	Percent of Total
EMS	305	65%
Fire	162	35%
Other	0	0%
Total:	467	

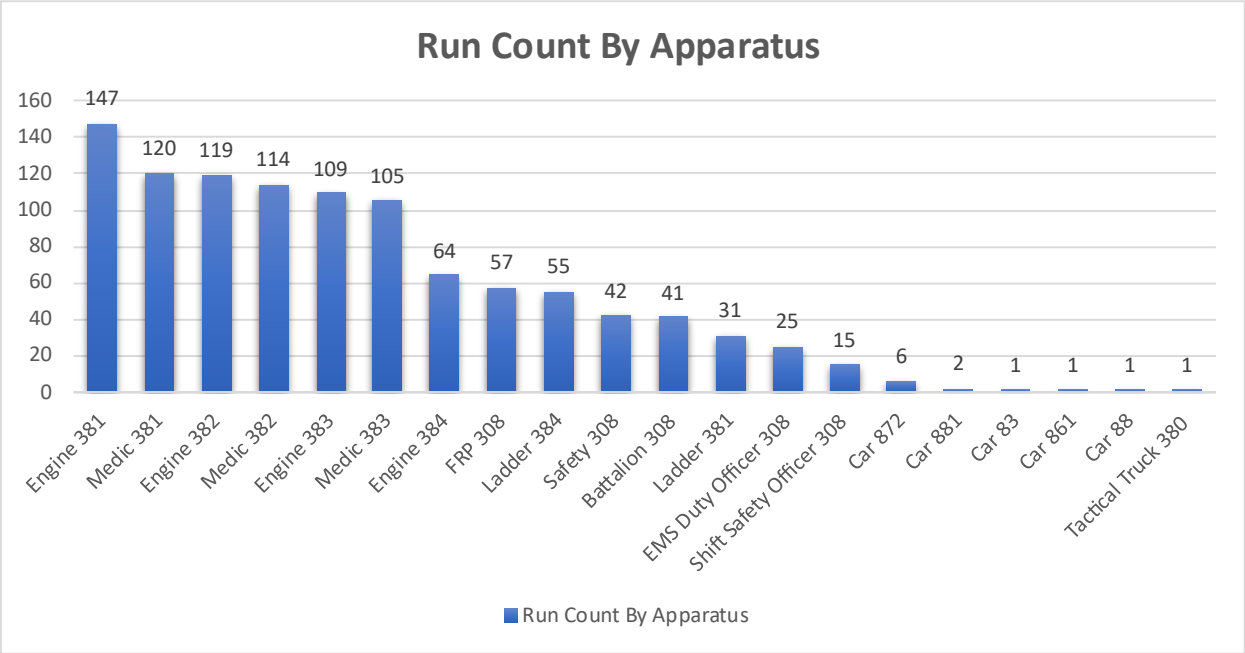
Average 15.06 responses per day. Average turnout time 1:22. And a total of 1056 apparatus response.

Westfield Fire December 2025
Incident Statistics

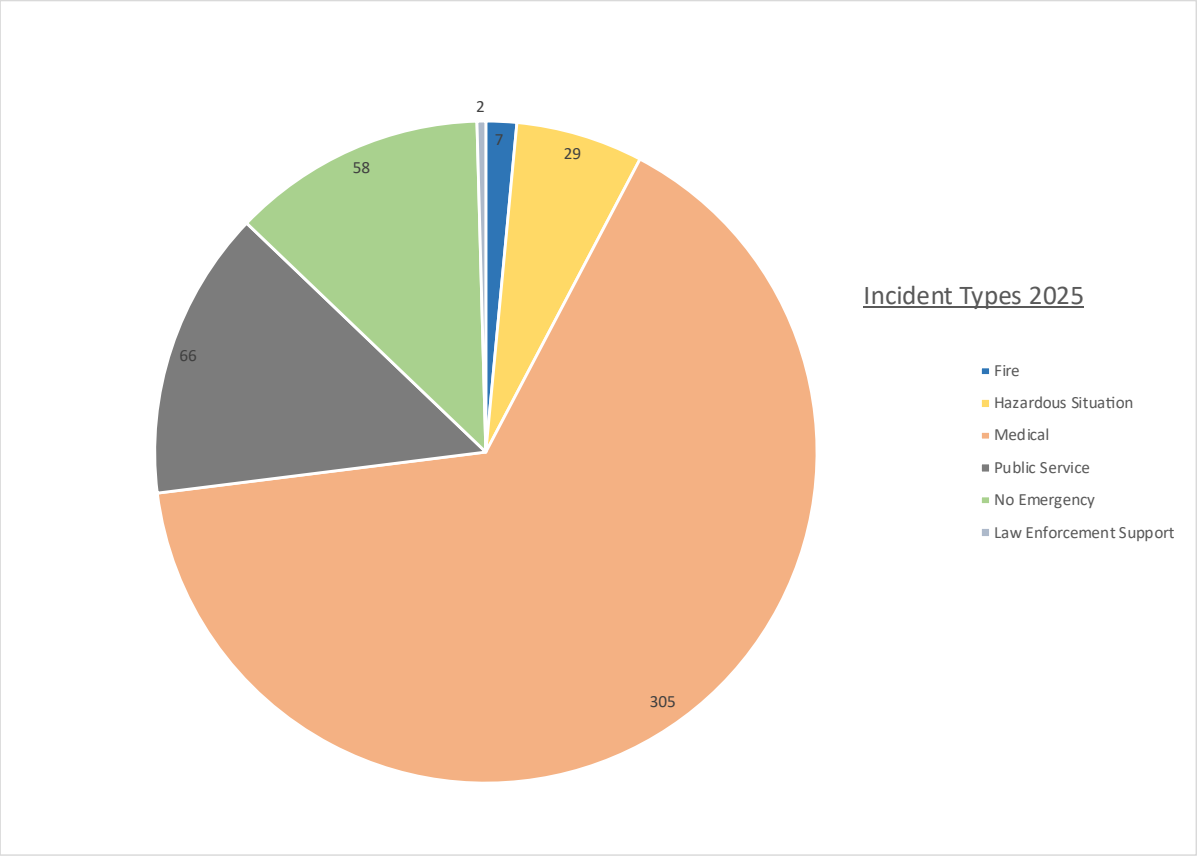


District Comparison - Month				
District	2025	2024	Difference	%
381	167	209	-42	-25%
382	131	103	28	21%
383	118	128	-10	-8%
384	51	0	51	100%
Unknown	0	1	-1	
Total:	467	441	26	5.57%

Westfield Fire December 2025
Incident Statistics

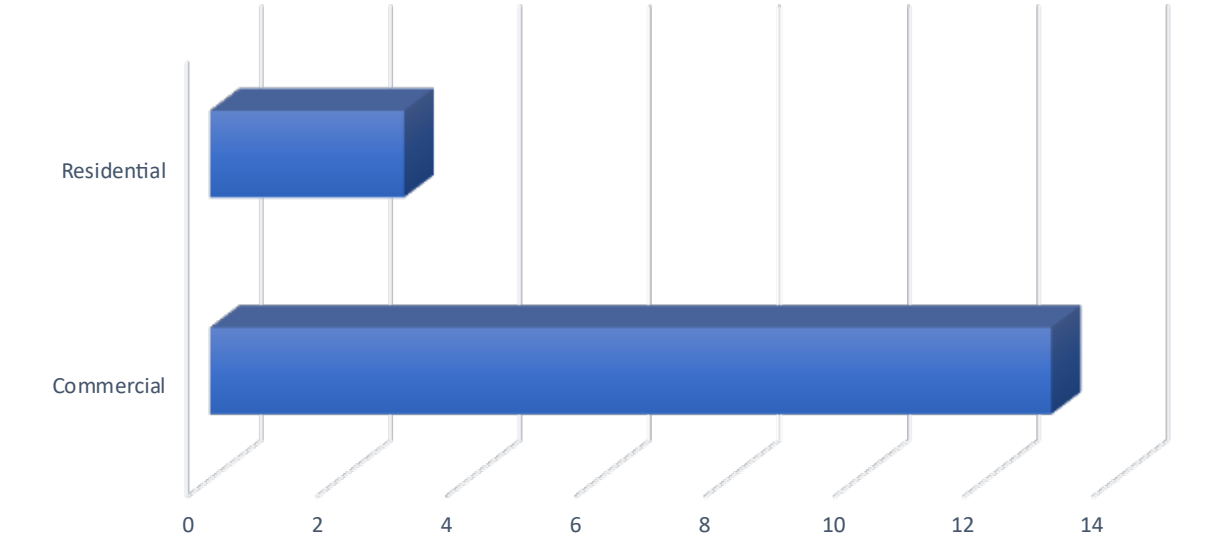


Westfield Fire December 2025
Incident Statistics



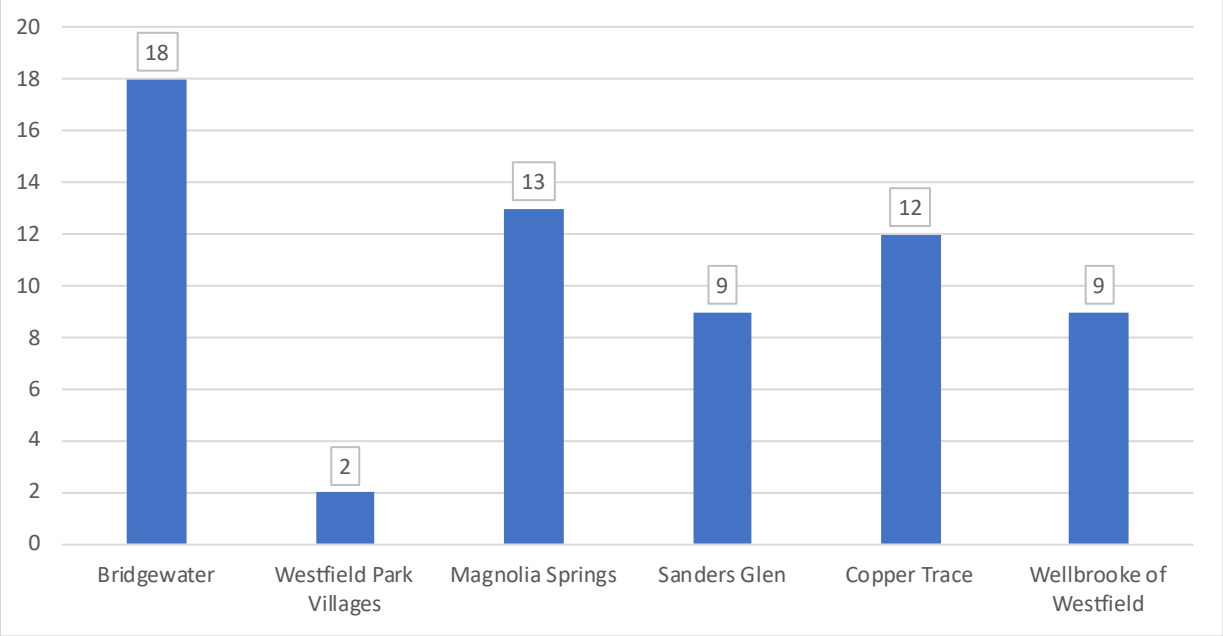
Incident Type	Count
Fire	7
Hazardous Situation	29
Medical	305
Public Service	66
No Emergency	58
Law Enforcement Support	2
Total:	**467**

Westfield Fire December 2025
Incident Statistics

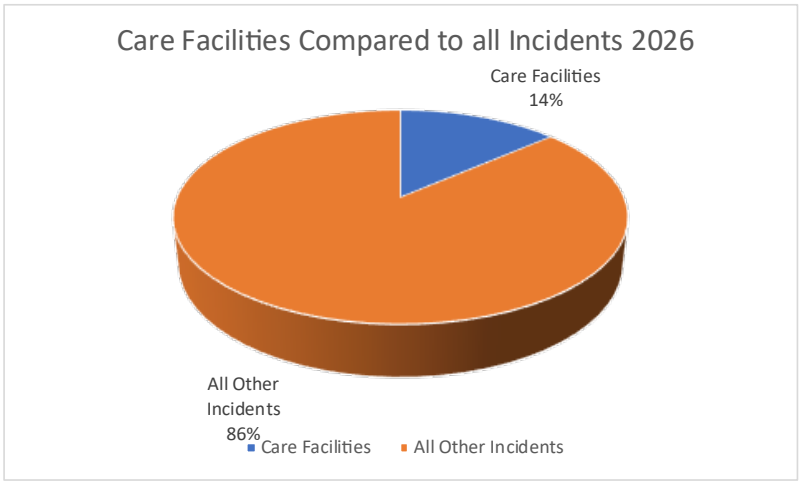


	Commercial	Residential
Flase Alarms	13	3

Westfield Fire December 2025
Incident Statistics



Care Facilities	Incident Totals
Bridgewater	18
Westfield Park Villages	2
Magnolia Springs	13
Sanders Glen	9
Copper Trace	12
Wellbrooke of Westfield	9
	63



Board of Public Works & Safety

January 2026

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WESTFIELD POLICE DEPARTMENT

January 2026

Events by Nature

Incident Type	Count
911 Hang Up	**17**
Abandoned Vehicle	5
Abandonment	**0**
Abuse / Neglect	3
Accident - Hit & Run PD	**17**
Accident - Hit & Run PI	0
Accident - Other	**1**
Accident - Property Damage	88
Accident - Personal Injury	**10**
Accident - Sinking Vehicle	0
Accident - Unknown	**2**
Accelerator Stuck	0
Active Assailant	**0**
Alarm - Other	0
Alarm - Vehicle	**0**
Alarm - Burglar	122
Alarm - Hold Up	**6**
Animal Bite / Attack	2
Animal Complaint	**29**
Assist Fire	53
Assist Other Department	**21**
Assist Public	44
Battery	**1**
Bike Patrol	0
Bomb Device Found	**0**
Bomb Threat	0
Burglary	**1**
Carjacking	0
Case Follow Up	**143**
Child Seat Inspection	10
Civil Dispute	**26**
Criminal Mischief	10
Damage to Property	**0**
Death Investigation	2
Directed Patrol	**458**
Disturbance	32
Domestic	**0**
Driving Complaint	277
Drug Complaint	**6**
Drug Lab	0
Escort	**0**
Fail to Return Comm Corrections	0
Fight	**0**
Firearms Shots Fired	1
Foot Patrols	**399**
Found / Lost Property	11
Found Person	**3**

WESTFIELD POLICE DEPARTMENT

January 2026

Events by Nature

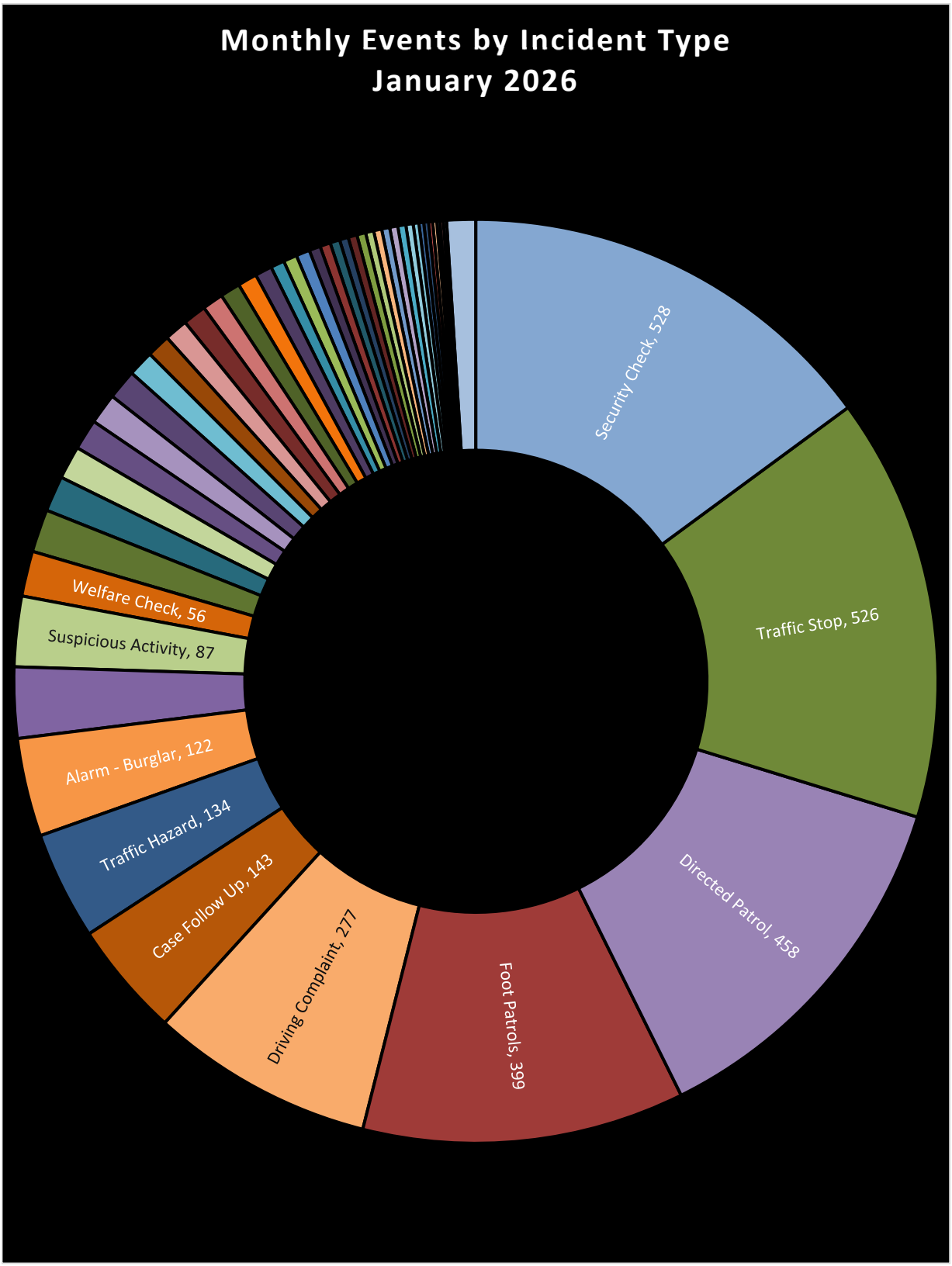
Incident Type	Count
Fraud Prescription	0
Fraud / Deception	**38**
Harassment	17
Intoxicated Person	**2**
Investigation	24
Investigative Stop	**0**
Juvenile Complaint	4
K9 Detail	**29**
Kidnapping	1
Lock Out	**41**
Loud Party	1
Mental Emotional - Violent	**2**
Mental Emotial/Suicide Attempt	1
Mental Person	**10**
Miscellaneous	9
Missing Person	**5**
Missing Person - PLS	0
New Call	**0**
Nuisance	**11**
Ordinance Misc.	11
Parking Complaint	25
Physical Disturbance	**14**
Product Contamination	0
Reckless Activity	**0**
Road Rage	12
Robbery	**1**
Runaway	3
School Patrol	**29**
Security Check	528
Sex Offense	**4**
Shooting	0
Solicitor	**2**
Special Detail	1
Stabbing	**0**
Suicide	0
Suspicious Activity	**87**
Suspicious Package	0
Suspicous Person	**0**
Test	0
Theft	**38**
Theft - From a Vehicle	1
Theft - of a Vehicle	**3**
Theft Shoplifter	0
Threat to Life	**7**
Threatening Suicide	10
Tow Release	**0**

WESTFIELD POLICE DEPARTMENT

January 2026

Events by Nature

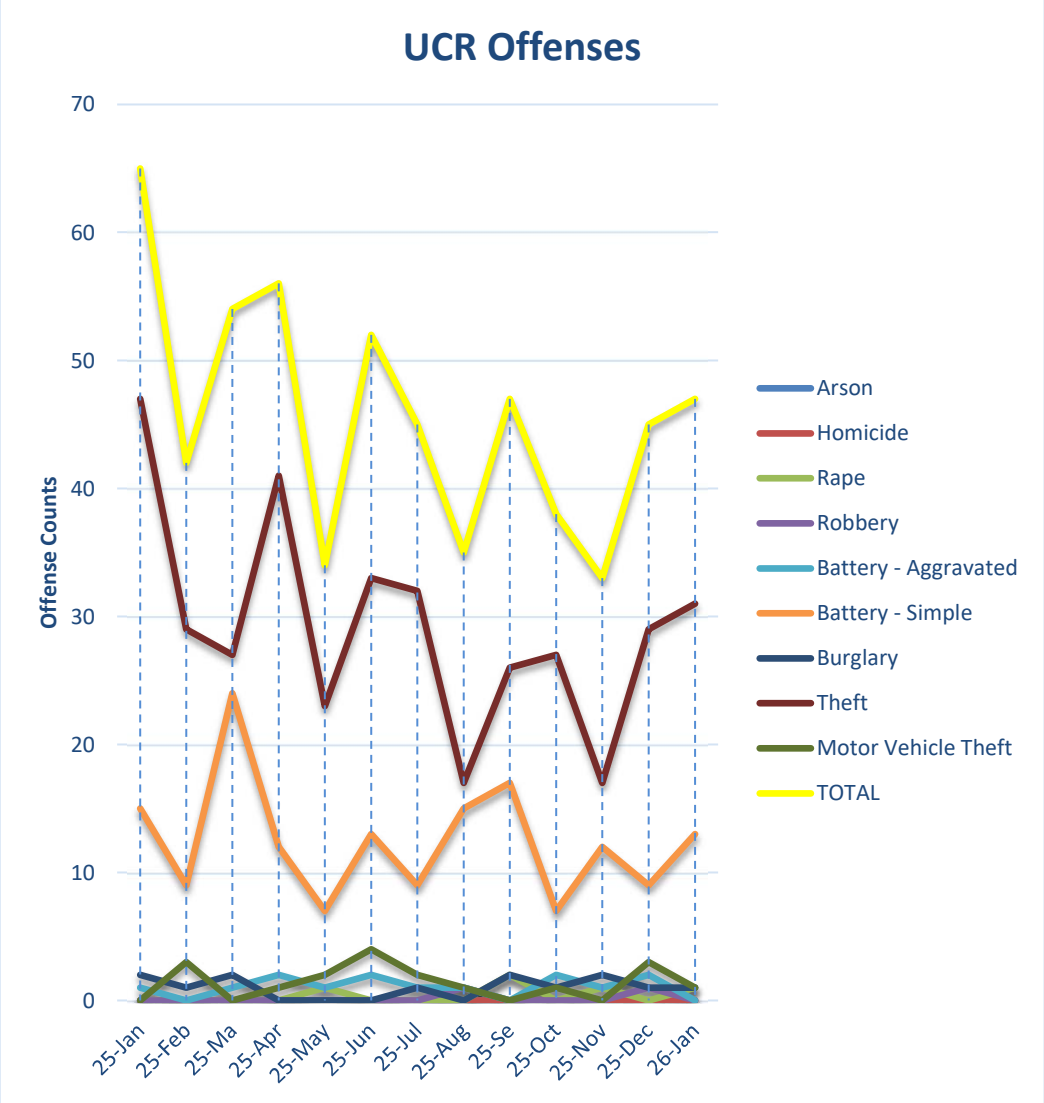
Incident Type	Count
Traffic Hazard	134
Transport	**0**
Trespassing	13
Traffic Stop	**526**
Unknown Call for Police	1
VIN Check	**37**
Wanted	0
Warrant Service	**4**
Weapons Complaint	1
Welfare Check	**56**
Total	**3543**


Monthly Events by Incident Type
January 2026
Security Check, 528
Traffic Stop, 526
Directed Patrol, 458
Foot Patrols, 399
Driving Complaint, 277
Case Follow Up, 143
Traffic Hazard, 134
Alarm - Burglar, 122
Suspicious Activity, 87
Welfare Check, 56

WESTFIELD POLICE DEPARTMENT
January 2026

UCR OFFENSES

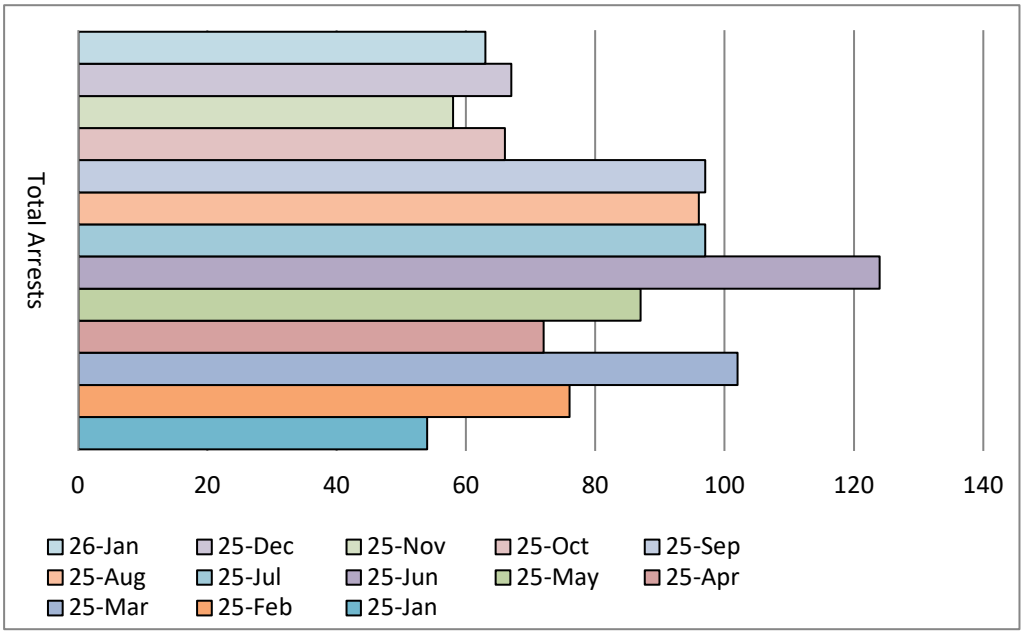
OFFENSE	25-Jan	25-Feb	25-Ma	25-Apr	25-Ma	25-Jun	25-Jul	25-Au	25-Se	25-Oct	25-No	25-De	26-Jan
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	0	0	1	0	0	0	2	0	1	0	1
Robbery	0	0	0	0	0	0	0	1	0	0	0	1	0
Battery - Aggravated	1	0	1	2	1	2	1	1	0	2	1	2	0
Battery - Simple	15	9	24	12	7	13	9	15	17	7	12	9	13
Burglary	2	1	2	0	0	0	1	0	2	1	2	1	1
Theft	47	29	27	41	23	33	32	17	26	27	17	29	31
Motor Vehicle Theft	0	3	0	1	2	4	2	1	0	1	0	3	1
TOTAL	65	42	54	56	34	52	45	35	47	38	33	45	47



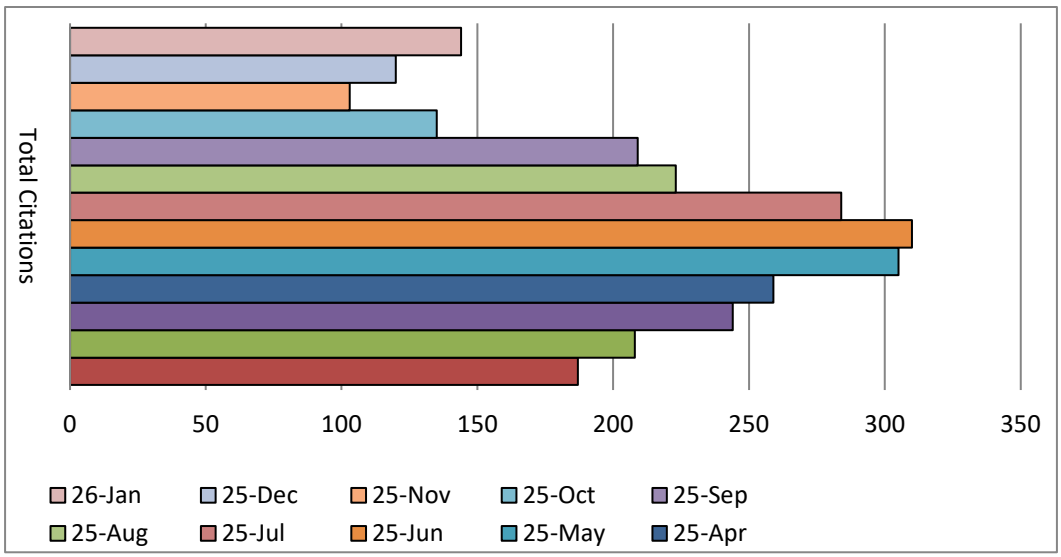
WESTFIELD POLICE DEPARTMENT

January 2026

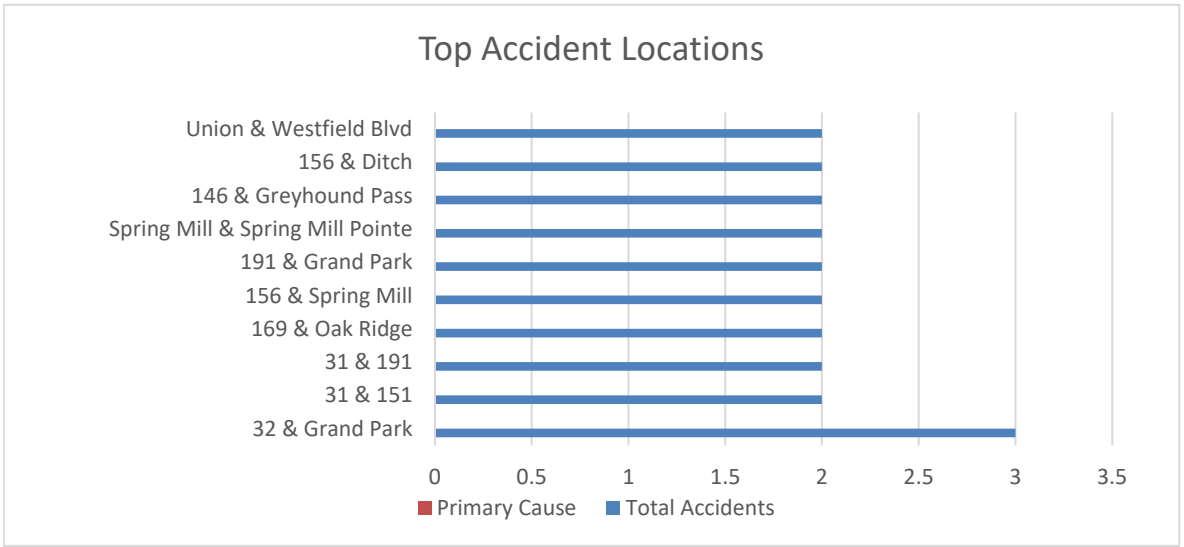
Arrest Reports Taken	25-Jan	25-Feb	25-Mar	25-Apr	25-May	25-Jun	25-Jul	25-Aug	25-Sep	25-Oct	25-Nov	25-Dec	26-Jan
Alcohol/ Drug Related	8	17	17	19	22	19	9	28	27	13	11	13	18
Felony Charges	37	21	30	26	39	55	50	53	43	31	21	13	9
Misdemeanor Charges	70	89	96	74	104	130	107	111	116	76	62	65	73
Total Arrests	54	76	102	72	87	124	97	96	97	66	58	67	63



Traffic	25-Jan	25-Feb	25-Mar	25-Apr	25-May	25-Jun	25-Jul	25-Aug	25-Sep	25-Oct	25-Nov	25-Dec	26-Jan
Total Citations	187	208	244	259	305	310	284	223	209	135	103	120	144
Total Written Warnings	509	617	636	667	602	648	532	532	466	350	353	208	386
Total Traffic Accidents	**79**	**62**	**72**	**81**	**77**	**66**	**71**	**87**	**84**	**77**	**83**	**116**	**84**
Property Damage	72	55	61	67	63	57	62	73	69	65	75	104	76
Personal Injury	7	7	11	13	14	9	9	14	14	11	8	12	8
Fatality	0	0	0	1	0	0	0	0	1	1	0	0	0
*Hit and Run**	*9*	*7*	*5*	*13*	*10*	*9*	*6*	*6*	*11*	*7*	*7*	*14*	*11*
**numbers included in property damage, personal injury, and fatality accidents*													

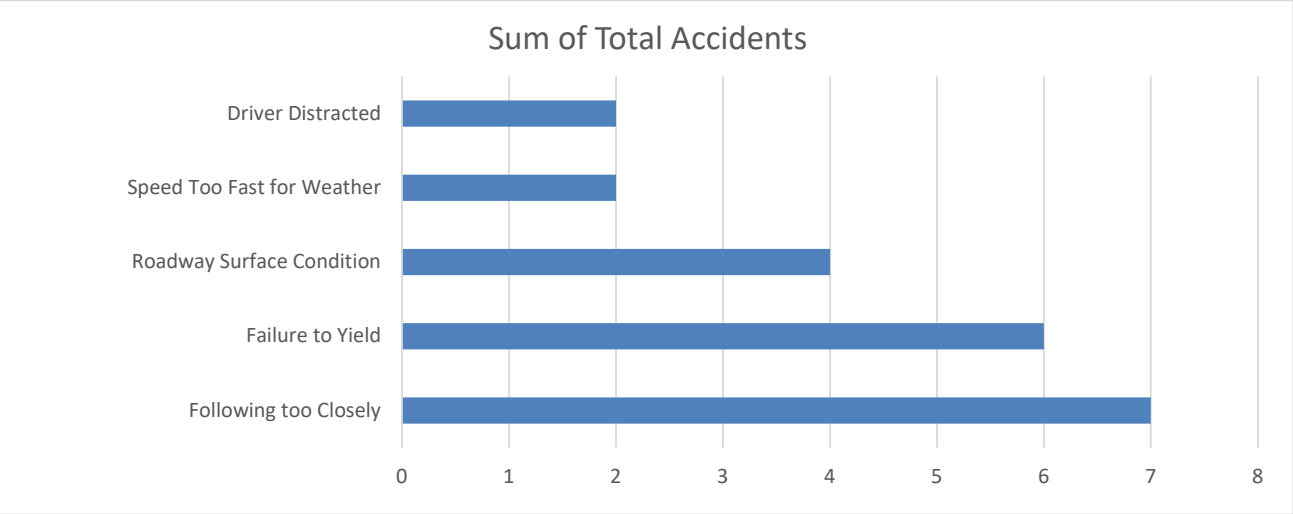


Top Accident Locations		
Accident Location	**Total Accidents**	**Primary Cause**
32 & Grand Park	3	Following too Closely
31 & 151	2	Following too Closely
31 & 191	2	Speed Too Fast for Weather
169 & Oak Ridge	2	Following too Closely
156 & Spring Mill	2	Failure to Yield
191 & Grand Park	2	Roadway Surface Condition
Spring Mill & Spring Mill Pointe	2	Failure to Yield
146 & Greyhound Pass	2	Driver Distracted
156 & Ditch	2	Failure to Yield
Union & Westfield Blvd	2	Roadway Surface Condition



Total Accidents by Primary Cause, based on Top Accident Locations

Primary Cause	Sum of Total Accidents
Following too Closely	7
Failure to Yield	6
Roadway Surface Condition	4
Speed Too Fast for Weather	2
Driver Distracted	2



Community Events

1/14/26 WFD Blood Drive