



**CITY OF WESTFIELD, IN**  
**Board of Public Works Meeting Agenda**

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**BOARD OR COMMISSION:** Board of Public Works Meeting

**MEETING DATE:** Wednesday, May 27, 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

Nick Snoply, Board Member/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

**OPENING OF REGULAR MEETING**

Note the presence of a quorum

**APPROVAL OF MINUTES**

**Action Item #1:**

- Approval of Minutes – April 22, 2026

**CONTRACTS/AGREEMENTS**

**Action Item #2:**

- City of Westfield – Permanent Stormwater Drainage & Access Easement

**Action Item #3:**

- RADcube & City of Westfield – Master Services Agreement

**Action Item #4:**

- Daystar Directional Drilling – Proposal – 2026 Centennial Sump Line Improvements

**Action Item #5:**

- Rejuvtec & City of Westfield – 2026 Asphalt Rejuvenating Project – Contract for Goods & Services

**Action Item #6:**

- Approval of Neighborhood Vibrancy Grant Agreement – Crestview

**Action Item#7:**

- Approval of Neighborhood Vibrancy Grant Agreement – Centennial

**Action Item #8:**

- Approval of Neighborhood Vibrancy Grant Agreement – Countryside

**Action Item #9:**

- Approval of Neighborhood Vibrancy Grant Agreement – Merrimac

**Action Item #10:**

- Approval of Neighborhood Vibrancy Grant Agreement – Oak Manor

**Action Item #11:**

- Approval of Neighborhood Vibrancy Grant Agreement – Oak Preserve

**Action Item #12:**

- Approval of Neighborhood Vibrancy Grant Agreement – Overlook at Andover

**Action Item #13:**

- Approval of Neighborhood Vibrancy Grant Agreement – Pines of Westfield

**Action Item #14:**

- Approval of Neighborhood Vibrancy Grant Agreement – Lakes of Westfield

**Action Item #15:**

- Approval of Neighborhood Vibrancy Grant Agreement – Village Farms

**Action Item #16:**

- Approval of Neighborhood Vibrancy Grant Agreement – Viking Meadows

**Action Item #17:**

- Approval of Neighborhood Vibrancy Grant Agreement – Coventry

**Action Item #18:**

- US Department of Transportation, Federal Highway Administration & City of Westfield – 2025 Safe Streets & Roads for All Grant Program – Draft Grant Agreement

**Action Item #19:**

- Charles & Heidi Clarke – Dedication of Public Right of Way

**Action Item #20:**

- EnvelopiQ & City of Westfield – Professional Services Agreement

**Action Item #21:**

- Midwestern Electric, LLC & City of Westfield – Grand Park Blvd. & Tournament Trail – Contract for Goods & Services

**Action Item #22:**

- Midwest Paving, LLC & City of Westfield – SR 32 & Mule Barn Intersection Improvement – Contract for Goods & Services

**Action Item #23:**

- Morphe Construction, Inc. & City of Westfield – 191<sup>st</sup> Street Road Widening Project - Contract for Goods & Services

**Action Item #24:**

- Butler, Fairman, & Seufert & City of Westfield – Casey Road Improvements from 186<sup>th</sup> Street to 193<sup>rd</sup> Street - Agreement

**Action Item #25:**

- Independent Contractor Agreement – Pat Leuteritz

**Action Item #26:**

- Platinum Properties Management Company, LLC, LTL Hinkle Creek, LLC, & City of Westfield – Ironstone Master Road Improvement Plan – Development Agreement

**Action Item #27:**

- Clark Dietz, Inc. & City of Westfield – On-Call Contract - Professional Services Agreement – Amendment #2

**Action Item #28:**

- Winterburg Developer, LLC & City of Westfield – 193<sup>rd</sup> Street - Dedication of Public Right of Way

**Action Item #29:**

- LTL Hinkle Creek, LLC & City of Westfield – Ironstone 206th Street - Dedication of Public Right of Way

**RESOLUTIONS**

**Action Item #30:**

- Resolution 26-134: A Resolution of the Board of Public Works & Safety Declaring Certain Personal Property to be Surplus & Authorizing Disposal & Transfer

**Action Item #31:**

- Resolution 26-137: A Resolution of the Board of Public Works & Safety Declaring Certain Personal Property to be Surplus & Authorizing Disposal or Transfer

## **CONSENT AGENDA**

- May Bond Information

## **DEPARTMENT REPORTS**

- Fire
- Police
- Public Works

## **ADJOURNMENT**



## **OPENING OF REGULAR MEETING**

### **Note the presence of a quorum**

Nick Barbknecht, Nick Snoply, and Mayor Willis were in attendance.

## **APPROVAL OF MINUTES**

### **Action Item #1: Approval of Minutes – March 25, 2026**

The motion to approve was made by: Mayor Willis

Seconded by: Nick Snoply

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

## **CHANGES TO AGENDA**

Item #3: RADcube & City of Westfield Master Service Agreement was Tabled.

## **CONTRACTS/AGREEMENTS**

### **Action Item #2: Kroger, Gardis, & Regas, LLP & City of Westfield – City of Westfield Redistricting Project – Engagement Agreement**

Danielle Carey-Tolan presented the redistricting project. The city is in the process of completing a special census as we will be moving to a class 2 city in 2028. The city is engaging with KGR to provide outside counsel who will evaluate and go through the comprehensive redistricting process with us. The final census numbers are anticipated to be received in October. If the numbers are not received in a timely manner, we would have to revert to the 2020 census data to create the redistricting map.

Mayor Willis clarified that the special census has nothing to do with this agreement. We do not need a special census to redistrict. We have to redistrict because we are becoming a class 2 city, and that will add 2 new districts that are not currently contemplated in our city's districts. This agreement puts the process in the hands of a reputable law firm that has experience with this type of work.

The motion to approve was made by: Mayor Willis

Seconded by: Nick Snoply

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

### **Action Item #3: RADcube & City of Westfield – Master Services Agreement**

Item was tabled.

### **Action Item #4: MacQueen Equipment, LLC & City of Westfield – Purchase Agreement & Special Purchase Memo**

Chief Gaylor presented a purchase agreement and special memo between the city and McQueen, who is a fire apparatus manufacturer. The current lead time for fire apparatus is upwards of three years. By signing the agreement now, we can speed up the process and have the truck in place when we need it, plus there is a significant cost savings. The request today is for the board to approve the purchase agreement and acknowledge the special purchase memo.

The motion to approve was made by: Mayor Willis

Seconded by: Nick Snoply

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

**Action Item #5: Rundell Ernstberger Associates & City of Westfield – Westfield Oktoberfest Feasibility Study - Professional Services Contract Addendum**

Jenell Fairman presented an addendum to the initial Oktoberfest Feasibility Study Professional Services Agreement. The addendum adds additional scope of work to the professional service agreement. Maria Adele Rosenfeld gave the details of how their process works. There have been several meetings where the goals for what the city wants to accomplish were discussed, focusing on having this event in the City of Westfield, not only to attract the local community but to have an economic impact by bringing in tourists and guests from the region. Trisha McClellan from REA and her team will be working through the initial phase to determine the location, how many tents will be needed, estimate how many people might attend, parking, etc. and provide the drawings and architectural renderings of how this would look. Ms. McClellan introduced herself and asked if there were additional questions. Questions were asked about the timeline and if the study took into account public safety. Ms. McClellan replied that the first Oktoberfest would be anticipated in 2027 and the study would include consideration of parking, public safety, maintenance, trash removal, and phasing year one through 5–10 years out.

The motion to approve was made by:Mayor Willis  
Seconded by:Nick Snoply  
Vote: Yes-3 No-0. Motion carried.

**Action Item #6: Christopher B. Burke Engineering & City of Westfield – Hillcrest Drive Drainage Improvements – Professional Services Proposal**

Michael Pearce presented the professional services contract with Christopher Burke for the design work on Hillcrest Dr. This is in an older neighborhood that has no curbs and has had drainage issues in the past. This is a contract to study the area and do a demographic survey to find out where culverts are needed, replacement of driveway culverts, and regrading. The contract is not to exceed \$39,800.

The motion to approve was made by:Mayor Willis  
Seconded by:Nick Snoply  
Vote: Yes-3; No-0. Motion carried.

**Action Item #7: Signing Authority – 2026 Pavement Striping Project**

Michael Pearce presented, asking for signing authority approval when the quotes are received in the next couple of weeks, for the annual road striping project.

The motion to approve was made by:Mayor Willis  
Seconded by:Nick Snoply  
Vote: Yes-3; No-0. Motion carried.

**RESOLUTIONS**

**Action Item #8: Resolution 26-123: A Resolution of the Board of Public Works & Safety Declaring Certain Personal Property to be Surplus & Authorizing Disposal or Transfer**

John Nail stating this is a request for approval from the board to dispose of a variety of office furniture and other items left over from the remodeling and shuffling of offices at City Services. These items are not of value and are under the \$5,000 cap. The mayor asked if these items could be donated, and Kaitlin Glazier replied that the Resolution states the items can be sold or transferred, so that would be fine to donate them.

The motion to approve was made by:Mayor Willis  
Seconded by: Nick Snoply  
Vote: Yes-3; No-0. Motion carried.

**Action Item #9: Resolution 26-124: A Resolution of the City of Westfield Board of Public Works & Safety Declaring Certain Personal Property to be Surplus & Authorizing Transfer Pursuant to Westfield Police Department General Order 26.1.2**

Josh Harrell stated that this authorizes, pursuant to the Westfield Police General Order 26.1.2, the transfer of Tony Howard's primary duty weapon after 27 plus years of service.

The motion to approve was made by:Mayor Willis  
Seconded by:Nick Snoply  
Vote: Yes-3; No-0. Motion carried.

**CONSENT AGENDA**

The motion to approve the consent agenda was made by:Mayor Willis  
Seconded by:Nick Snoply  
Vote: Yes-3; No-0. Motion carried.

- **City Services Building Badge & Identification Policy – Josh Harrell**
  
- **EiWestfield, LLC & City of Westfield – Road Impact Fee Installment Agreement**
  
- **Title Sheet – 191 Street Widening & Grand Park Boulevard RAB**
  
- **Title Sheet – Bridge – Monon Trail Over 191 Street**
  
- **April Bond Information**

**DEPARTMENT REPORTS**

- **Fire**

Chief Gaylor gave the monthly report for fire, relaying that the call volume in Q1 was up 16% and daily responses were averaging 16.5.

- **Police**

Chief Keen gave the police report comparing March 2025 to March 2026. There has been a 22% increase in calls for service, which is probably inline with the 8% growth the city has experienced.

- **Public Works**

Michael Pearce gave a construction update, and John Nail gave the street department update.

**ADJOURNMENT**

Mayor Willis made the motion to adjourn. Nick Snoply seconded. Meeting Adjourned at: 1:30 PM

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Board Member

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

[Project: \_\_\_\_\_]  
[Parcel No.(s): \_\_\_\_\_]

### PERMANENT STORMWATER DRAINAGE AND ACCESS EASEMENT

This PERMANENT STORMWATER DRAINAGE AND ACCESS EASEMENT (this "Easement") is made, granted, and conveyed this \_\_\_ day of \_\_\_\_\_, 202\_ (the "Effective Date"), by \_\_\_\_\_ [and \_\_\_\_\_] ([collectively.] "Owner"), to the City of Westfield, Indiana ("City").

#### Recitals

A. Owner is the owner of certain real property located in Hamilton County, Indiana, and more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Owner's Property").

B. The City requires a permanent easement over a portion of the Owner's Property for stormwater drainage, stormwater quality, flood control, access, inspection, maintenance, repair, replacement, reconstruction, restoration, and related purposes in connection with present or future public or private improvements.

C. The portion of the Owner's Property burdened by this Easement is described [and depicted] on Exhibit B attached hereto and incorporated herein by this reference (the "Easement Area").

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner grants and conveys to the City, its successors and assigns, a perpetual, non-exclusive easement over, under, across, through, and upon the Easement Area upon the following terms and conditions:

1. **Grant of Easement.** Owner hereby grants to the City a perpetual easement and right-of-way over, under, across, through, and upon the Easement Area for stormwater drainage and stormwater quality purposes, together with all rights ancillary, incident, and related thereto, including the right to construct, reconstruct, install, inspect, monitor, test, operate, maintain, repair, replace, remove, relocate, alter, improve, enlarge, restore, and use ditches, swales, pipes, culverts, conduits, inlets, manholes, junction structures, outlet structures, detention or retention improvements, stormwater quality improvements, channels, bank stabilization improvements, vegetation used for stormwater control, grading, slopes, drainage courses, and all other facilities, structures, equipment, appurtenances, and improvements now or hereafter used for or related to stormwater drainage, conveyance, detention, retention, treatment, quality, flood control, or erosion control (collectively, "**Stormwater Facilities**") and related improvements within the Easement Area. Without limiting the generality of the foregoing, the rights granted to the City include the right to:
  - a. enter upon the Easement Area at all reasonable times, and at any time in the event of an emergency, for purposes of construction, reconstruction, installation, inspection, maintenance, repair, replacement, restoration, grading, sloping, drainage, vegetation management, and all other activities related to the exercise of the rights granted in this Easement;
  - b. enter upon such other portions of the Owner's Property as may be reasonably necessary: (i) for access to the Easement Area from public rights-of-way or other lawful points of access, for personnel, vehicles, machinery, tools, materials, and equipment or (ii) to facilitate the City's permitted activities in the Easement Area;
  - c. cut, trim, remove, clear, and dispose of trees, brush, vegetation, undergrowth, debris, fill, aggregate, structures, obstructions, or other materials located within the Easement Area that, in the City's determination, interfere with drainage, access, visibility, construction, operation, inspection, repair, replacement, restoration, safety, or maintenance of the Stormwater Facilities or the City's easement rights; and
  - d. excavate, remove, stockpile, relocate, and dispose of soil, earth, rock, vegetation, debris, water, and other materials from the Easement Area as the City deems reasonably necessary in connection with the exercise of its rights hereunder.
2. **Nature of Easement.** This Easement is non-exclusive; however, Owner's rights in and to the Easement Area are and shall remain at all times subordinate and subject to the City's rights under this Easement. The rights granted herein are perpetual, run with the land, and bind Owner and Owner's heirs, personal representatives, successors, assigns, tenants, licensees, mortgagees, and all other persons claiming by, through, or under Owner.
3. **Owner's Use of Easement Area.** Owner may continue to use the Easement Area for purposes not inconsistent with this Easement, provided that no such use shall interfere with or obstruct the City's exercise of its rights hereunder. Without the City's prior written consent, which may be granted, conditioned, or withheld in the City's sole discretion, Owner shall not construct, place, install, plant, maintain, or permit within the Easement Area any building, structure, wall, fence, sign, pavement, curb, landscaping, tree, shrub, utility, irrigation improvement, pond, fill, grading change, or other improvement. Any improvement, item, or

condition placed or maintained within the Easement Area, whether with or without the City's consent, shall be at Owner's sole risk, and the City shall have no obligation to repair, replace, or compensate Owner for the removal of any such item in connection with the exercise of the City's rights under this Easement. No consent, approval, delay, inaction, or prior accommodation by the City with respect to any use or encroachment within the Easement Area shall constitute a waiver of the City's rights under this Easement or create any vested right, prescriptive right, equitable right, or other right adverse to the City.

4. **Maintenance.** Owner shall be solely responsible, at Owner's sole cost and expense, for the condition, maintenance, repair, and replacement of the Owner's Property and all privately owned improvements and facilities located within or affecting the Easement Area including, without limitation, the responsibility to mow and maintain the vegetation in the Easement Area. The grant of this Easement shall not impose upon the City any obligation or duty to inspect, maintain, repair, replace, monitor, or correct any condition on the Owner's Property or within the Easement Area, and no exercise or failure to exercise any right by the City under this Easement shall create any such obligation or duty absent a separate written agreement executed by the City.
5. **Default and Remedies; Emergencies.** If Owner fails to perform Owner's obligations under this Easement it shall constitute a default under this Easement and the City may give Owner written notice requiring Owner to cure the default within ten (10) days after notice is given, or such longer period as may be reasonably specified by the City if the nature of the default requires additional time and Owner commences and diligently pursues cure within such period. Notwithstanding the foregoing, if the City determines that an emergency exists, or that immediate action is reasonably necessary to protect public health, safety, welfare, public or private property, drainage function, Stormwater Facilities, or compliance with applicable law, the City may enter the Owner's Property and Easement Area and take such action as the City deems reasonably necessary without prior notice to Owner. If Owner fails to timely cure a default, or if an emergency exists, the City may, without further notice, enter the Owner's Property and Easement Area and remove encroachments, restore drainage, perform maintenance, make repairs, or take any other action reasonably necessary to protect or enforce the City's rights under this Easement. Owner shall reimburse the City, within thirty (30) days after invoice, for all actual costs and expenses incurred by the City in connection therewith, including administrative costs, engineering fees, contractor costs, recording costs, and reasonable attorneys' fees and costs of enforcement. The City's rights and remedies under this Easement are cumulative and in addition to all rights and remedies available at law, in equity, or under applicable ordinance, permit, approval, or other recorded instrument, including the right to injunctive relief.
6. **Restoration by City.** Following the City's exercise of its rights under this Easement, the City shall use commercially reasonable efforts to restore the surface of the Easement Area and any approved access route disturbed by the City to a condition reasonably similar to the condition existing immediately prior to such work, ordinary wear and tear and changes required for proper drainage excepted. Notwithstanding the foregoing, the City shall have no obligation to replace or restore any structures, paving, irrigation improvements, landscaping, vegetation, utilities, signs, fences, walls, monuments, or other improvements or items located within the Easement Area, whether or not installed with the City's consent.

7. **Environmental Matters; Indemnity.** Owner represents and warrants, to Owner's actual knowledge, that Owner has not caused or knowingly permitted any release of hazardous substances, petroleum, pollutants, or contaminants within the Easement Area or the Owner's Property in violation of applicable law. Owner shall indemnify, defend, and hold harmless the City and its officers, board members, council members, employees, agents, contractors, representatives, successors, and assigns from and against any and all claims, liabilities, damages, losses, costs, expenses, penalties, fines, actions, causes of action, judgments, and reasonable attorneys' fees arising out of or related to: (a) any release, threatened release, presence, migration, or remediation of hazardous substances, petroleum, pollutants, or contaminants in violation of applicable law in, on, under, from, or affecting the Easement Area or the Owner's Property to the extent not caused by the City; (b) the condition of the Owner's Property or any privately owned improvement or facility thereon; or (c) Owner's breach of this Easement.
  
8. **Title; Priority.** Owner warrants that Owner is lawfully seized of the Owner's Property, has full right, power, and authority to grant this Easement, and that this Easement is granted subject only to those matters of record, if any, that do not materially interfere with the City's rights hereunder. If requested by the City, Owner shall obtain and deliver to the City such subordination, joinder, consent, or ratification agreements from mortgagees, lienholders, contract purchasers, tenants, easement holders, or other parties having an interest in the Owner's Property as the City may reasonably require to confirm the validity, enforceability, and priority of this Easement. Any conveyance, lease, mortgage, or other transfer of any interest in the Owner's Property shall be subject to this Easement. Owner shall not take any action to amend, terminate, release, or impair this Easement without the City's prior written consent.
  
9. **Miscellaneous.** If any provision of this Easement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Easement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Signatures transmitted electronically or by electronic signature in a manner permitted by applicable law shall be effective to the same extent as original signatures. This Easement shall be governed by and construed in accordance with the laws of the State of Indiana. Any lawsuit, action, or proceeding arising out of or relating to this Easement shall be instituted and maintained exclusively in the state courts sitting in Hamilton County, Indiana. Owner acknowledges that this Easement shall be recorded in the office of the Recorder of Hamilton County, Indiana.

[Signature pages follow]

IN WITNESS WHEREOF, Owner and the City have executed this Easement to be effective as of the Effective Date.

**OWNER:**

[Entity Name if Owner is an entity]

By: \_\_\_\_\_

Name: \_\_\_\_\_

[Title: \_\_\_\_\_]

STATE OF INDIANA            )  
  ) ss.  
COUNTY OF HAMILTON     )

On this \_\_\_\_ day of \_\_\_\_\_ 2026, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, [\_\_\_\_\_ of \_\_\_\_\_,] who acknowledged that he/she did sign the foregoing instrument [for and on behalf of \_\_\_\_\_ / as his/her free act and deed].

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public

My Commission Expires:  
\_\_\_\_\_

My County of Residence:  
\_\_\_\_\_

**CITY:**

**CITY OF WESTFIELD, INDIANA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF INDIANA        )  
  ) ss.  
COUNTY OF HAMILTON    )

On this \_\_\_ day of \_\_\_\_\_ 2026, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, \_\_\_\_\_ of City of Westfield, Indiana, who acknowledged that he/she did sign the foregoing instrument for and on behalf of the City of Westfield, Indiana.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

\_\_\_\_\_  
\_\_\_\_\_, Notary Public

My Commission Expires:

\_\_\_\_\_

My County of Residence:

\_\_\_\_\_

Upon recording, return document to: 2728 East 171<sup>st</sup> Street, Westfield, Indiana 46074

This instrument prepared by: Kyle P. Chambers, Taft Stettinius & Hollister LLP, One Indiana Square, Suite 3500, Indianapolis, Indiana 46204.

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. *Kyle P. Chambers*

**EXHIBIT A**

**Legal Description of Owner's Property**

*[Insert legal description here.]*

**EXHIBIT B**

**Legal Description and Depiction of Easement Area**

*[Insert easement legal description and exhibit/sketch here].*

## MASTER SERVICES AGREEMENT

The purpose of this Master Services Agreement (the “Agreement”) is to set forth certain understandings between **City of Westfield** (“Client”) having its principal place of business at 2728 East 171<sup>st</sup> Street, Westfield IN 46074 and **RADcube LLC** (“Vendor”) having its principal place of business at 1119 Keystone Way, Suite 302 Carmel IN 46032, regarding Vendor providing services to Client as described in this Agreement, and shall be effective March 16<sup>th</sup>, 2026 (the “Effective Date”).

Vendor and the Client (individually, each a “party” and collectively, the “parties”) covenant and agree as follows:

**SERVICES.** Vendor agrees that it shall provide its expertise to the Client and deliver services in exchange for compensation as set forth in any statement of work (“SOW”).

The Parties shall enter into a Statement of Work (“SOW”) to determine to scope of Services for Vendor to develop or produce a Deliverable based upon information, including Confidential Information, its own expertise, and/or the contributions of Client’s expertise. Each SOW shall reference this Agreement and shall include, to the extent applicable, a description of the Services to be provided, a description of the anticipated timeline and/or schedule for completion, payment terms (if different than those set forth herein), a description of the Deliverable(s), and any special terms and conditions that will apply to a particular SOW. The initial SOW under this Agreement is attached hereto as Exhibit A.

After both Parties have signed a SOW, that SOW will be incorporated into and made a part of this Agreement. All of the terms and conditions of this Agreement will apply to that SOW, except that any terms and conditions expressly set forth in that SOW that conflict with the terms and conditions of this Agreement will govern over the terms and conditions of this Agreement. Any such conflicting terms and conditions will apply only to that particular SOW and will have no application to any other SOW.

Vendor represents and warrants that the performance of its obligations under this Agreement will not intentionally violate any policies or procedures of any other person or entity for which the Vendor performs Services concurrently with those performed herein. In performing the Services, Vendor shall comply, to the best of its knowledge, with all business conduct, regulatory and health and safety guidelines established by the Client for any governmental authority with respect to the Client’s business.

Vendor will provide and/or perform all Services in accordance with the applicable SOW. Vendor will be responsible for the means, methods, techniques and procedures for providing and/or performing the Services and for the coordination and results of Services. Client may, however, require Vendor’s personnel at all times to observe Client’s reasonable, written, security, privacy, and workplace safety policies, provided such policies are supplied to Vendor in advance and do not materially conflict with the scope or governance structure set forth in the applicable Statement of Work. Except as otherwise provided in a SOW, Vendor will purchase or provide all labor, materials, equipment, tools, machinery and other services necessary for the providing and/or performance of its Services.

**TERM.** This Agreement shall begin on the Effective Date and continue for a period of twelve (12) months and, unless notice of termination is delivered with at least ninety (90) days prior written notice to the other party, shall be extended for additional twelve (12) month periods. Either party may terminate this Agreement for any reason

upon ninety (90) days prior written notice to the other party. Vendor shall be compensated for conforming services rendered prior to the effective date of termination or the date on which this Agreement expires in accordance with its terms.

## **PAYMENT TERMS**

(a) Subject to the provisions hereof, the Client shall pay Vendor a service fee in accordance with the Statement of Work. The Vendor shall submit milestone-based invoices, on the Client's standard reporting form, including a description of Services performed and a summary of activities.

(b) Unless otherwise set forth in an applicable SOW, Invoice payment terms for all services made under this Agreement shall be net forty-five (45) calendar days after receipt of invoice. Any undisputed amounts not paid within forty-five (45) days of the invoice due date shall accrue interest at the rate of one percent (1%) per month or the maximum rate permitted by law, whichever is lower.

(c) Client shall provide any required reporting templates or invoicing formats in advance of the applicable billing period.

(d) Vendor shall be entitled to prompt reimbursement for all pre-approved expenses incurred in the performance of Services, upon submission and approval of written statements and receipts in accordance with the then regular procedures of the Client.

(e) Any travel and expenses incurred by Vendor will be covered by Vendor.

**INTELLECTUAL PROPERTY RIGHTS IN WORK PRODUCT.** The parties acknowledge and agree that the Vendor shall retain all intellectual property rights in any work product, developments, modifications, enhancements, or deliverables resulting from the Services performed hereunder, including, but not limited to, all copyright, trademark, patent, and trade secret rights. This includes, without limitation, any improvements, derivative works, or innovations developed in connection with or arising out of the Vendor's proprietary product(s). Client agrees not to claim any ownership interest in such work product or intellectual property at any time, whether prior to, during, or after the completion and delivery of such work product to the Client. To the extent any deliverables are provided to the Client, the Vendor hereby grants the Client a limited, non-exclusive, non-transferable license to use such deliverables solely for the Client's internal business purposes, subject to the terms and conditions of the applicable agreement between the parties.

**CONFIDENTIAL INFORMATION.** Each Party acknowledges that during the course of this relationship, or prior to execution of this Agreement, it may be given access to or become acquainted with Confidential Information of the other Party.

Each Party agrees to:

- Safeguard the other Party's Confidential Information with the same care used to protect its own proprietary information of a similar nature;
- Not disclose, reproduce, distribute, or otherwise reveal Confidential Information to any third party except as required under this Agreement or with the prior written consent of the disclosing Party; and
- Use Confidential Information only as necessary to perform its obligations under this Agreement.

The Parties' duty to hold Confidential Information in confidence shall survive for five (5) years after any termination or expiration of this Agreement.

**Definition:** “Confidential Information” means, whether or not marked as such:

- All information necessary for the performance of the Services, in any form (electronic, written, graphic, photographic, recorded, or otherwise); and
- Any confidential or proprietary information or trade secrets of a Party, including source code, software programs and applications, new materials research, logos, designs, algorithms, formulae, works of authorship, techniques, documentation, models and systems, sales and pricing plans, proposals, price lists, pricing algorithms, and vendor, customer, and supplier lists.

**Exclusions:** Confidential Information shall not include information that:

- Was already known to the receiving Party when received (unless received in violation of other confidentiality obligations);
- Becomes publicly known through no wrongful act of the receiving Party;
- Is received from a third party without restriction and without breach of this Agreement;
- Is approved for release or use by written authorization of the disclosing Party; or
- Is required to be disclosed by applicable law, including but not limited to the terms of Indiana’s Access to Public Records Act.

**Security Breach Notification:** In the event of any security breach involving Confidential Information, the affected Party shall notify the other Party by telephone and email no later than twenty-four (24) hours after becoming aware of such breach. The Parties will coordinate to investigate any such breach and shall not inform any third party without the other Party’s prior written consent, except as required to comply with applicable law or contractual obligations.

**NONDISCRIMINATION:** Vendor agrees that it, and its subcontractors, 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.

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

## **REPRESENTATIONS AND WARRANTIES**

Each party hereby represents and warrants to the other party that:

(1) all requisite corporate action has been taken for the due authorization, execution, delivery, and performance of this Agreement by it, and this Agreement constitutes a legally binding obligation, enforceable against such Party, in accordance with its terms, except insofar as enforceability may be limited by bankruptcy, insolvency, reorganization, or similar laws affecting the rights of creditors generally; and

(2) it is not a party to any litigation relating to, or that could reasonably be expected to affect, its ability to perform its obligations under this Agreement.

Vendor further represents and warrants that:

(1) it shall provide and/or perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement;

(2) it shall comply with all applicable federal and state laws and regulations in the jurisdictions in which the Services are performed and the deliverables are deployed;

(3) that the Deliverables provided by Vendor and not modified by Client do not infringe any third-party intellectual property rights. Vendor shall not be responsible for claims arising from Client modifications, third-party integrations, or use outside the scope of this Agreement. None of the Services or Deliverables and Client's use thereof (i) infringe or will infringe any intellectual property rights of any third party, and (ii) as of the date hereof, there are no pending, or to Vendor's knowledge, threatened claims, litigation, or other proceedings against Vendor by any third party based on an alleged violation of such intellectual property rights, in each case, excluding any infringement or claim, litigation or other proceedings to the extent arising out of (x) any Client intellectual property rights, (y) use of the deliverables in combination with any materials or equipment not supplied or specified by Vendor, if the infringement would have been avoided by the use of the deliverables not so combined, and (z) any modifications or changes made to the deliverables by or on behalf of any person other than Vendor;

(4) all products and Deliverables provided by Vendor to Client relating to the Services will comply in all material respects with all documentation and specifications, as applicable.

(5) all Services and Deliverables provided to or performed for Client are and will be free from virus, worm, malware, adware, Trojan horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any Service or Deliverable.

**NON-SOLICITATION.** During the term of this Agreement and for a period of one (1) year following its termination or expiration, Client agrees not to hire, solicit, or accept solicitation for the services of any Vendor employee, agent, or independent contractor with whom Client had direct contact in the course of the Services. Nothing contained herein shall preclude the hiring of any such Vendor employee, agent, or independent contractor who: (i) the Client was in discussions with regarding possible employment prior to the signing of this Agreement; (ii) responds to a general solicitation of employment through an advertisement not targeted specifically at Vendor or its employees; or (iii) is referred to the Client by search firms, employment agencies, or other similar entities, provided that such entities have not been specifically instructed by the Client to solicit Vendor or its employees.

## **DATA SECURITY**

Vendor shall maintain commercially reasonable administrative, physical, and technical safeguards consistent with industry best practices throughout the term of this Agreement and for so long as it has access to or control of any Confidential Information. Such safeguards shall be at least as protective as those used to secure Vendor's own confidential information of a similar nature and shall comply with all applicable data protection laws.

Any audit or security review requested by Client shall be conducted upon reasonable advance written notice, during normal business hours, and at Client's expense. Vendor shall be afforded a reasonable opportunity to remediate any identified deficiencies prior to any suspension or termination action.

Vendor will promptly notify Client in writing and by email upon discovery that any Confidential Information was, or is reasonably believed to have been, lost, accessed, disclosed, used, altered, destroyed, or otherwise processed other than in accordance with this Agreement. Upon such an occurrence, Vendor will cooperate with Client to investigate the incident, prevent recurrence, and mitigate any reasonably foreseeable harm.

**INDEMNIFICATION.** a. Vendor will defend, indemnify and hold harmless Client, its subsidiaries, parent corporations, Affiliates, and its and their officers, directors, independent contractors, partners, shareholders, employees, agents, and their respective successors and assigns (collectively, the “Client Indemnitees”) from third-party claims arising directly from (i) Vendor’s gross negligence or willful misconduct, or (ii) a final judicial determination that the Deliverables infringe a third-party intellectual property right, provided such Deliverables have not been modified by Client or used outside the scope of this Agreement. Vendor shall not be responsible for claims arising from Client-provided materials, Client misuse, or third-party integrations not controlled by Vendor. Except for liability arising from gross negligence or willful misconduct, each party’s aggregate liability under this Agreement shall not exceed the total fees paid under the applicable Statement of Work. This limitation shall apply to indemnification and confidentiality obligations. Notwithstanding any carve-outs, neither party shall be liable for consequential, incidental, special, punitive, or indirect damages under any provision of this Agreement, including indemnification and confidentiality obligations.

**EXCLUSIONS.** Vendor has no obligation to indemnify Client under this Agreement with respect to any Action or Loss to the extent arising out of or relating to a Client Indemnified Party’s: (a) negligence, recklessness, willful misconduct or fraud, (b) breach of its obligations under this Agreement, or (c) alleged infringement that results from use or access of the Consulting Services by Client (i) in violation of this Agreement or, (ii) in combination with any data, software, or equipment provided by Client or any third party that is not approved by Vendor.

**DISPUTE RESOLUTION.** Should any dispute arise with respect to this Agreement, Client and Vendor agree to act immediately to negotiate a potential resolution of such dispute via informal mediation. Should, after a period of thirty (30) days, the parties be unable to resolve any dispute pertaining to this Agreement via informal mediation, the parties may proceed to litigation pursuant to the Governing Law section of this Agreement. The requirement of informal mediation prior to litigation shall be waived when the thirty-day (30) period of informal mediation would cause the expiration of the applicable Statute of Limitations. Time is of the essence in the resolution of disputes. Vendor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute.

**LIMITATION OF LIABILITY.** Except for liability arising from gross negligence or willful misconduct, the aggregate liability of each party and its employees, directors, officers, agents and subcontractors (the “Related Persons”) to the other party, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any losses arising from or in any way connected with Vendor’s services shall not exceed the total fees paid under the applicable Statement of Work. Nothing in this Agreement shall exclude or limit the liability of a party in the case of: (A) death or personal injury resulting from a party’s gross negligence; (B) willful misconduct; (C) fraud; or (D) other liability to the extent that the same may not be excluded or limited as a matter of law.

**FORCE MAJEURE.** Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement (other than payment obligations) if such failure or delay is due to acts of God, fire, flood, earthquake, war, terrorism, civil unrest, government action, labor disputes, pandemic, or any other cause beyond the reasonable control of the affected party. The affected party shall promptly notify the other party in writing of the occurrence of any such event and use reasonable efforts to resume performance as soon as practicable. If the period of delay or non-performance continues for more than thirty (30) days, either party may terminate this Agreement by giving written notice to the other party.

**NON-APPROPRIATION.** The Parties acknowledge that the 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, the Client's fiscal body should fail to appropriate sufficient funds to continue this Agreement, it will become null and void. The Client shall not be obligated to perform unless and until sufficient funds are appropriated. The 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. The Client agrees to inform Vendor in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all conforming services provided prior to exhaustion of the appropriated funds.

**GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana and subject to the exclusive jurisdiction of the federal and state courts located in the State of Indiana. If any litigation, arbitration or other legal proceeding relating to this Agreement occurs between the parties hereto, the prevailing party, as determined by a court of competent jurisdiction located in Indiana, shall be entitled to recover (in addition to any other relief awarded or granted) its reasonable costs and expenses, including reasonable attorneys' fees and costs incurred in such litigation, arbitration or proceeding. 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.

**PUBLICITY.** Without the prior written consent of the other party, neither party shall disclose the terms and conditions of this Agreement, except disclosure may be made as is reasonably necessary to the disclosing party's bankers, attorneys, shareholders, or accountants or except as may be required by applicable law (including but not limited to Indiana's Access to Public Records Act). All announcements by either party related to this Agreement, other than the fact that the parties are working together, shall require the other party's prior written consent.

**SURVIVAL.** The provisions of Sections - Intellectual Property, Confidential Information, Representations and Warranties, Non-Solicitation, Data Security, Indemnification, Dispute Resolution, Limitation of Liability, Governing Law shall survive the expiration or termination of this Agreement. This Agreement supersedes all prior agreements, written or oral, between the Client and the Vendor relating to the subject matter of this Agreement. This Agreement may not be amended except by a written instrument signed by authorized representatives of both Parties. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

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

**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.

IN WITNESS WHEREOF, Vendor and Client have caused this Master Services Agreement to be executed by their duly authorized officers as of the Effective Date.

RADcube LLC

City of Westfield, LLC

By:  
Name:  
Date:

By:  
Name:  
Date:



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# GDM Public Transparency Portal

Open Government Analytics | Powered by Global Dashboard Manager

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## Statement of Work

City of Westfield, Indiana

Prepared by RADcube, LLC

March 2026 | Confidential

# Executive Summary

RADcube, LLC will deploy a **Public Transparency Portal** powered by **GDM** for the City of Westfield, IN. In addition to the internal operational analytics and oversight enabled, this solution will serve a publicly accessible, resident-facing analytics portal showing near-real-time city data across Police, Fire, Streets, Parks, and other departments. The solution is powered by RADcube's **Global Dashboard Manager (GDM)** and hosted entirely within the City's own Microsoft Azure environment, ensuring Westfield retains full data ownership, sovereignty, and infrastructure control.

RADcube designs, builds, configures, and manages the complete solution within the City's Azure tenant. Westfield provisions the cloud infrastructure and grants RADcube the access needed to deploy and operate it. The City's data never leaves its own environment.

The engagement is structured as a **6-month build and launch**, followed by managed operations through the end of Year 1. Azure infrastructure costs are billed directly by Microsoft to the City's Azure account and are separate from the RADcube fee.

<p><b>City Owns Everything</b> All data, infrastructure, dashboards, and the public portal live in the City's Azure subscription. Westfield controls access and retains full ownership at all times.</p>	<p><b>GDM -- Governance Dashboard Manager</b> AI-powered analytics platform unifying operational and governance data from city systems into a single governed dashboard environment.</p>	<p><b>Residents See the Results</b> A public-facing portal serves live city dashboards. The City core team manages content and publications; RADcube manages the platform.</p>	<p><b>RADcube Builds &amp; Manages</b> RADcube deploys, configures, and operates the GDM platform and portal from within the City's environment - no data passes through RADcube infrastructure.</p>
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## Understanding the City's Challenge

Residents expect transparency from their local governing bodies. City departments generate operational data constantly: response times, project status, permit activity, program enrollment. Today that data lives in source systems and static reports rather than in a format residents can easily access on demand.

City leadership and department heads already understand the value of data-driven reporting. Operational reports are routinely incorporated into the City's public meeting cycle - from City Council sessions and Board of Public Works meetings to Redevelopment Commission hearings and Parks Board agendas. These meeting reports demonstrate that departments are already producing and presenting meaningful data to the public. The gap is not in the existence of data, but in how consistently and accessibly it reaches residents between formal meeting cycles.

This engagement builds on Westfield's existing practice. By connecting the data departments already produce to a governed, AI-powered platform and a public-facing portal, Westfield creates a standing, always-current extension of the transparency that already happens in public meetings - one that residents can access any time, on any device, without waiting for the next agenda to be published and subsequently sifting through multiple agendas and meeting minutes.

RADcube advises the City to approach this engagement with **full data sovereignty** as its governing principle. Westfield retains complete ownership and control of all data at all times. The City manages access controls, determines who may operate within its environment, and retains the right to export all data in standard formats

at any time. RADcube operates within the City's Azure environment as a trusted implementation and operations partner - building, configuring, and maintaining the platform on the City's behalf, within boundaries the City defines and controls.

## Solution Overview

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### Global Dashboard Manager (GDM)

GDM is RADcube's AI-powered analytics platform that connects to multiple city data sources, enables AI-assisted dashboard authoring, and powers a governed publish-to-portal workflow. Key capabilities:

#### AI-Powered Dashboard Authoring

Core team members describe what they want to see and GDM's AI builds it. No SQL, no coding required. Dashboards can be refined iteratively through natural language.

#### Multi-Source Data Integration

GDM connects to exported datasets from city approved sources and data files via ETL pipelines built and managed by RADcube in the City's workspace.

#### Governed Publishing

An internal review-and-approve workflow allows department leads and data stewards to validate dashboards before promoting them to the public portal.

#### Genie AI (Natural Language Queries)

Staff query city data in plain English - "show me traffic study variance by department" - and receive instant visualizations.

#### Anomaly Detection and Forecasting

GDM's ML layer surfaces unusual patterns and seasonal trends automatically.

### Public Transparency Portal

RADcube designs and builds a custom-branded, mobile-responsive public web portal hosted in the City's Azure environment. The portal is Westfield's open government hub - organized by department, publicly accessible, and automatically updated when the City core team publishes content from GDM.

Residents navigate to a City-designated URL (e.g., [transparency.westfield.in.gov](https://transparency.westfield.in.gov)) and access dashboards published by each department. No login required. No personal data collected from residents.

## High-Level Architecture

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**All infrastructure lives in Westfield's Azure tenant. RADcube operates within it.**

This model ensures full City data sovereignty. The City's Azure subscription owns and stores all resources. RADcube accesses the environment using a scoped service principal with Contributor rights on designated resource groups only. No City data transits RADcube infrastructure.

### Access Structure

Party	Access Level	Scope
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<b>City IT / Azure Admin</b>	<b>Owner / Global Admin</b>	Full Azure subscription ownership. Creates resource groups, registers RADcube service principal, assigns roles, reviews NSGs and cost alerts.
<b>RADcube Service Principal</b>	<b>Contributor on rg-gdm-prod and rg-gdm-devtest</b>	Deploys and manages all GDM and portal resources within the two designated resource groups. Cannot access other City Azure resources.
<b>RADcube Engineers</b>	<b>Solution Admin (workspace-scoped)</b>	Manages ETL pipelines, SQL warehouses, cluster configuration, and Unity Catalog within the GDM Databricks workspace only.
<b>City Core Team (Data Stewards)</b>	<b>GDM Application User (editor/publisher role)</b>	Import datasets, author dashboards, review and publish content to the public portal via the GDM application UI.
<b>Public (Residents)</b>	<b>Read-only portal (no login)</b>	View published dashboards on the public transparency portal. No write access, no personal data collected.

### Data Flow

Data moves only within the City's environment:

- City departments export data from source systems and approved data sources and upload to a designated staging zone not to include any data directly from city financial system (e.g. SharePoint folder, Azure Blob staging container, or dedicated Pure Storage container).
- RADcube's ETL pipelines (running in the City's workspace) pick up the exports automatically on the agreed refresh schedule and load them into the GDM data layer.
- The City data steward team reviews GDM dashboards for accuracy and promotes approved content to the public portal with one click.
- The public portal serves dashboard content from the City's Azure CDN endpoint. No data leaves the City's Azure tenant at any point.

## Azure Provisioning Requirements

Before RADcube can begin deployment, the City's IT team must complete the provisioning steps below. RADcube will provide a **Pre-Engagement Technical Checklist** with exact naming conventions, region guidance, and SKU specifications at contract execution. The steps below represent the pre-build requirements.

### Step 1: City IT Provisions (Est. 2-4 hrs City IT effort)

These actions require Azure Global Admin or Owner access in the City's Azure tenant. As part of project initiation, RADcube will provide a comprehensive checklist spanning:

- Azure Subscription (dedicated GDM subscription + budget alerts)**
- Resource Groups (named resource groups for each environment)**
- App Registration (Service Principal + secrets)**

## D. Role Assignments (e.g. “Contributor” to “RADcube Service Principal” on “Environment”)

## E. Workspace (City-initiated deployment)

## F. DNS and Networking (e.g. reserve and configure DNS)

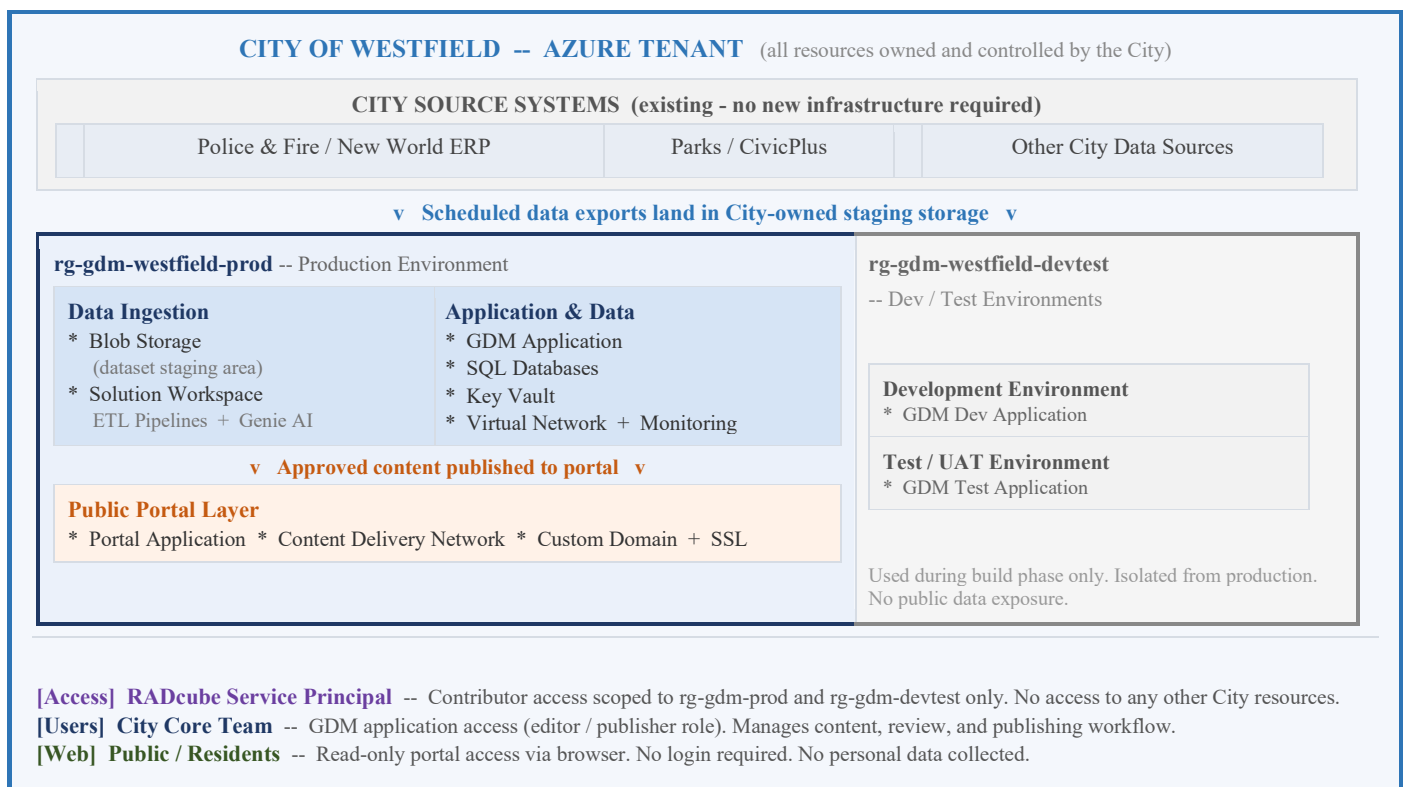
### What RADcube does NOT need:

RADcube does not require Global Admin, Owner at the subscription level, access to any other City systems (Active Directory, M365, financial systems, HR), or access to any Azure resources outside the two designated resource groups.

City IT should validate role assignments are scoped to resource groups only before providing credentials to RADcube.

### Step 2: RADcube Deploys (Months 1-3, within City tenant)

Once provisioning is complete and credentials are received, RADcube deploys all required resources using Infrastructure-as-Code directly into the City's designated resource groups. The diagram below illustrates the high-level architecture - how components are organized within the City's Azure environment and how data flows from source systems through to the public portal.



### Step 3: City IT Final Steps

- Validate NSG rules provided by RADcube and approve before activation
- Point DNS CNAME record to CDN endpoint provided by RADcube
- Confirm Azure Cost Management budget alert is active
- Schedule quarterly access review: verify RADcube role assignments remain scoped and appropriate  
Recommended: City IT reviews RADcube access scope every 90 days as part of standard security posture.

# Scope of Work

RADcube delivers the following components as part of this engagement. Fees are summarized separately in the Commercial Overview section.

#	Component	RADcube Delivers	Timing
1	<b>GDM Configuration &amp; Integration</b>	Full GDM deployment into City's Azure tenant. Data connector setup for all City approved source systems and approved data sources. ETL pipelines built and validated. Schema mapping and dataset ingestion. Environment validation across Dev, Test, and Prod.	Months 1-3
2	<b>Dataset Cleaning &amp; Preparation</b>	Review, clean, and standardize up to 8 source datasets. Field mapping, null handling, deduplication, and type validation. Deliverable: clean datasets ready for GDM ingestion, plus documentation of all transformations applied.	Months 1-2
3	<b>Dashboard Development Assistance</b>	Build up to 10 department dashboards collaboratively with the City core team. RADcube leads initial builds using GDM's AI authoring tools while core team members participate and develop proficiency. Covers Police, Fire, Streets, Parks, and City-Wide summary.	Months 2-4
4	<b>Public Transparency Portal UI Build</b>	Custom-branded, mobile-responsive public portal deployed within the City's Azure environment. Department-organized layout with embedded GDM dashboards, City branding applied, custom domain and SSL certificate configured.	Months 3-5
5	<b>Core Team Training</b>	2-day on-site or virtual training session covering: GDM data import workflow, AI-assisted dashboard authoring, the review and approval process, publishing to the public portal, and basic troubleshooting. Up to 8 City staff. Written user guide delivered.	Months 4-5
6	<b>Publishing Cadence &amp; Workflow Setup</b>	Configure end-to-end publish workflow: data refresh schedule, department review checkpoints, and approval-to-publish rules. Deliver a written Publishing SOP for City records and future onboarding.	Month 5
7	<b>Managed Operations (M&amp;O -- post go-live)</b>	Platform monitoring, ETL pipeline health checks, database and compute cost monitoring, dashboard accuracy support, portal uptime management, minor configuration updates, and monthly written status reports to City Informatics. Continues through end of Year 1.	Months 6-12
8	<b>GDM Platform License (Year 1)</b>	Full GDM platform license: AI-powered dashboard authoring, Genie natural-language queries, multi-source	Year 1

	data integration, governed publishing workflow, and public portal embed SDK. Annual license.	
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# Implementation Schedule

The engagement runs for 12 months from contract execution. The build and launch phase spans Months 1-6, with Managed Operations beginning at portal go-live and continuing through Month 12.

Activity / Deliverable	Mo 1	Mo 2	Mo 3	Mo 4	Mo 5	Mo 6	Mo 7-12
PHASE	BUILD	LAUNCH	MANAGED OPERATIONS				
Kickoff & Azure Provisioning	#						
GDM Config & Integration	#	#	#				
Dataset Cleaning & Prep	#	#					
ETL Pipeline Development	#	#	#				
GDM Internal Go-Live *			#				
Dashboard Development		#	#	#			
Portal UI Build & Deploy			#	#	#		
Core Team Training				#	#		
Publishing Workflow & SOP					#		
Portal UAT & Sign-Off					#	#	
Public Portal Go-Live *					#	#	
Managed Operations (M&O)						#	#
Monthly Status Reports						#	#

# Dashboard Planning

## Public vs. Internal: A Collaborative Decision

RADcube will work directly with City Leadership to determine exactly which metrics, datasets, and dashboards are appropriate for the public transparency portal and those that should remain internal for City Leadership's operational and administrative use. The table below reflects a proposed starting point - the final scope of what is published publicly will be defined collaboratively through the engagement process, with the City retaining sole authority over all publication decisions.

Department	Data Source(s)	Proposed Dashboard Focus	Public vs. Internal
Police	New World CAD / RMS	Call volume by type and district, average response times (Priority 1/2/3), incident categories year-over-year, officer deployment summary	Collaborative decision - some metrics public; others may remain internal at Chief's discretion
Fire	New World / Dispatch	Incident volume by type, response times, structure vs. EMS vs. vehicle incidents, inspection activity, mutual aid frequency	Collaborative decision - summary metrics public; operational detail may remain internal
Streets & Public Works	Work order system / GIS exports	Active road projects map, work orders open vs. closed, pothole/repair response time, seasonal maintenance metrics, capital project status	Largely public - capital projects and service metrics suitable for transparency portal
Parks & Recreation	CivicPlus / registration exports	Program enrollment by season and facility, total attendance, facility usage rates, capital improvement projects, aquatics and sports participation	Largely public - program and facility data is community-facing by nature
City-Wide Summary	Cross-system composite	Population and growth indicators, building permits issued, capital investment summary, key performance scorecard across departments	Public - high-level City performance scorecard appropriate for transparency portal

Up to 10 dashboards are included in scope. The precise set of dashboards, their content, and their designation as public or internal will be finalized during a dedicated content planning workshop in Month 1 with City Leadership and department representatives.

## Infrastructure Projections - separate from RADcube fees

Azure infrastructure is provisioned in the City's Azure subscription and billed directly by Microsoft. The estimates below group services into logical categories. Actual costs are consumption-based and will vary with usage. RADcube monitors Azure spend as part of Managed Operations and will alert City IT if consumption approaches the budget threshold.

Service Category	What's Included	Est. Monthly	Est. Annual
Application Hosting	GDM platform app, public portal app, and Dev/Test environments	~\$350	~\$4,200

<b>Data &amp; Storage</b>	SQL databases (GDM config + portal data), Blob storage for dataset staging and pipeline artifacts	~\$260	~\$3,120
<b>Analytics &amp; AI</b>	Workspace: ETL pipelines, Genie AI natural-language queries, Delta Lake storage	~\$530	~\$5,076
<b>Security, Monitoring &amp; Networking</b>	Key Vault, Virtual Network, Private Endpoints, Azure Monitor, Log Analytics, Backup	~\$75	~\$900
<b>Content Delivery</b>	CDN for public portal delivery, SSL certificate management	~\$35	~\$420
<b>ESTIMATED TOTAL (City Azure bill)</b>	Lower during build phase; full rate at steady state	~\$1,250/mo	~\$13,716

## Managed Operations

Managed operations are **included through the end of Year 1** at no additional charge. M&O begins at portal go-live (Month 5-6) and runs through Month 12. Year 2 M&O is negotiated separately before Year 2 begins.

### Included M&O Services

- ETL pipeline monitoring: daily validation that all scheduled dataset refreshes complete successfully; alerting on failures; incident response and reprocessing
- GDM platform health: application availability, performance monitoring, error log review, minor configuration updates
- Public portal uptime monitoring: 99.5% uptime SLA target; incident response within 4 business hours
- Cost monitoring: warehouse utilization review, auto-suspend validation, optimization recommendations to City IT
- Azure infrastructure monitoring: resource health checks, cost anomaly alerts, backup validation
- Dashboard accuracy support: response to core team questions, minor dashboard adjustments at City request (up to 4 hrs/month)
- User access management: adding/removing GDM core team users as directed by City
- Monthly written status report to City Informatics: ETL health, portal activity, cost summary, upcoming items
- Quarterly access review: RADcube provides a report of all access and activity within City resource groups for City IT review

### Year 2 Onward

At the start of Year 2, the engagement transitions to an annual renewal covering the GDM license and managed operations at a rate negotiated between RADcube and the City before Year 2 begins. The Year 1 fixed fee

structure (license + implementation + M&O) will not be used as a binding precedent for Year 2 pricing; both parties will negotiate in good faith based on platform maturity, scope of services, and mutual partnership. Azure infrastructure costs continue to be billed directly by Microsoft at actual consumption.

## Security and Governance

### Data Sovereignty

- All City data remains in the City's Azure tenant at all times. No data transits RADcube infrastructure.
- RADcube accesses the City environment using a scoped service principal. Access is limited to the two designated resource groups.
- All data at rest is encrypted using Azure-managed keys (AES-256). Data in transit is encrypted via TLS 1.2+.

### Access Controls

- Role-based access in GDM separates data stewards (edit/publish) from department reviewers (view/comment).
- The public portal is read-only. No resident login required. No personal data collected from portal visitors.
- Azure Private Endpoints restrict SQL, Storage, and Key Vault access to within the VNet - not accessible from public internet.
- RADcube engineers access the environment via authenticated Azure CLI / service principal sessions only. No shared passwords or standing admin accounts.

### Audit and Oversight

- Azure Monitor captures all resource-level activity and access events. Logs retained per City Azure policy (minimum 90 days recommended).
- GDM maintains a publish audit trail: every dashboard promotion to public portal is logged with timestamp, user, and content snapshot.
- RADcube delivers a quarterly access report to City IT documenting all actions taken within City resource groups during that period.

## Commercial Overview

The Year 1 engagement is structured across three phases: an implementation and configuration phase, a launch phase, and a managed operations phase. All three phases are covered within the Year 1 fee. Azure infrastructure is billed separately by Microsoft to the City's Azure subscription.

Phase	Timing	Scope	Year 1 Fee
<b>Phase 1 Implementation</b>	Months 1–3	GDM deployment into City Azure, ETL pipeline build, dataset cleaning and preparation, Dev/Test/Prod environment configuration	<b>Included in Year 1</b>
<b>Phase 2 Launch</b>	Months 4–5	Dashboard development, public portal UI build, core team training, publishing workflow and SOP, portal go-live	<b>Included in Year 1</b>

<b>Phase 3 Managed Operations</b>	Months 6–12	Platform monitoring, ETL health, portal uptime, dashboard support, monthly reporting through Year 1 end	<b>Included in Year 1</b>
<b>GDM Platform License</b>	Year 1 (12 months)	Full GDM platform: AI authoring, Genie queries, multi-source integration, portal embed SDK	<b>Included in Year 1</b>
<b>Year 1 Total</b>	All phases + license + M&O	Azure infrastructure billed separately by Microsoft at actual consumption	<b>\$98,000</b>

### Payment Schedule

The Year 1 engagement fee of \$98,000 is invoiced in five installments:

Invoice	Trigger / Timing	Description	Amount	Cumulative
1 of 5	Upon contract signature	Engagement activation. Covers project kickoff, technical onboarding, and Azure provisioning support.	\$20,000	\$20,000
2 of 5	Month 1: 30 days post-signature	GDM deployment in progress. ETL pipeline development underway. Dev/Test environments active.	\$20,000	\$40,000
3 of 5	Month 2: 60 days post-signature	Dataset cleaning complete. Initial dashboards in development. GDM Prod environment deployed.	\$20,000	\$60,000
4 of 5	Month 3: 90 days post-signature	GDM internal go-live milestone reached. All ETL pipelines operational. Portal UI build initiated.	\$20,000	\$80,000
5 of 5	Month 4–5: Portal go-live	Final invoice issued at public portal go-live. Core team trained, publishing workflow active. M&O transitions through Year 1 end.	\$18,000	\$98,000
<b>Total</b>			<b>\$98,000</b>	

*Invoices are net-30 from date of issuance. Invoice 5 is issued upon public portal go-live, targeted for Month 5 and no later than Month 6. If portal go-live is delayed due to dependencies outside of RADcube’s control, Invoice 5 may be issued at the end of Month 6 regardless of go-live status. Late payments are subject to a 1.5% monthly finance charge after 30 days. RADcube reserves the right to pause active engagement work if any invoice remains unpaid beyond 45 days of issuance.*

### Year 2 and Beyond

Year 2 terms are negotiated between RADcube and the City before the end of Year 1. The annual renewal will include the GDM platform license and managed operations at a rate agreed upon by both parties. Azure infrastructure continues to be billed directly by Microsoft at actual consumption.

There is no auto-renewal provision. Both parties must execute a written renewal agreement. Either party may choose not to renew with 60 days written notice before the end of the current term.

## 12. Conclusion

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This engagement gives Westfield a public transparency portal that is genuinely City-owned: the data, the infrastructure, the dashboards, and the domain all belong to the City. RADcube builds and runs it, but Westfield controls it. That distinction matters for data governance, public trust, and long-term flexibility.

With the first year's investment, the City gets: a complete GDM deployment in its own Azure environment, data pipelines connected to every major source system, multiple department dashboards, a custom-branded public portal, trained staff, and a full year of managed operations.

When Year 2 arrives, the City negotiates renewal from a position of strength - with a working system, a trained team, and the ability to evaluate the partnership on demonstrated results. There are no lock-in mechanisms, no proprietary data formats, and no dependency on RADcube infrastructure.

Westfield becomes a model for open government analytics in Indiana. RADcube is committed to making that happen within a structure the City can trust.



## Daystar Directional Drilling - Proposal

P.O. Box 1684  
 Noblesville, IN 46061  
**Contact:**  
**Phone:**  
**Email**

Quote To: WPW  
 WES

Job Name: BRIDGEPORT, SOMERVILLE  
 BELVEDERE  
 WESTFIELD, IN

Phone:  
Email

26CH0050

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INSTALL 850LF 4" DRAIN LINE BRIDGEPORT	1.00	LS	102,025.86	102,025.86
	INSTALL 380LF 4" DRAIN LINE SOMERVILLE DR	1.00	LS	49,885.96	49,885.96
	INSTALL 240LF 4" DRIAN LINE BELVEDERE	1.00	LS	37,635.69	37,635.69

**GRAND TOTAL** **\$189,547.51**

**NOTES:**

No excavation or materials. No private utility locates. No traffic/pedestrian control, hard surface cuts/restoration, bonds or permits included in the price. Prices quoted using standard Daystar wage rates. Proposal valid for 90 days. DDD will notify Indiana 811 but cannot be held responsible for any unmarked public or private utilities or lines. When customer is responsible for existing utility locates they agree to indemnify and hold harmless Daystar Directional Drilling Inc. (hereafter identified as DDD) from any and all actions, claims, cost, loss, damage, reasonable attorney fees or liability resulting from the following:

- 1) Damage to existing underground utilities or structures, unless one (1) copy of exact elevation and location measurements are furnished to DDD prior to excavation or unless customer field locates all existing obstacles before works begins
  - 2) Damages caused by lack of engineering or customer Supervision unless DDD Provides Supervision on project
- Any attachments included herein will be considered part of this proposal.

Payment is due 30 days upon receipt of invoice. Past due invoices are subject to one and a half (1) percent per month service charge, plus reasonable attorney fees necessary to collect past due invoice. If using credit card to pay for invoice there will be a minimum convenience charge of 4%. This serves as notice of intent to file a lien for slow or nonpayment.

Quality workmanship and professionalism are standard. Material if provided by DDD will be as specified. Any alteration or deviation from above specification involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. This was given under normal ground conditions. The price will be adjusted if abnormal conditions exist (i.e. water, sand, rock, under ground utilities or any other obstructions)

DDD is a EO company, please see below.

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

E-Verify. Pursuant to Ind. Code § 22-5-1.7-11, CONTRACTOR, 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. CONTRACTOR 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. CONTRACTOR hereby states that it does not knowingly employ an unauthorized alien. CONTRACTOR 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 .

Acceptances of Proposal - The signature below indicates acceptance of stated terms, conditions and specifications by both parties. This document may be executed in multiple counterparts and by facsimile signatures.

Authorized Signature      Jerry K. Watson      Date:

Acceptance Signature: \_\_\_\_\_ Date: \_\_\_\_\_ (Customer)

HDD +380LF 4" HDPE  
DRAIN LINE

1260

1248

1236

1224

1212

Somerville Dr

Somerville Dr

Inlet Connection

Inlet Connections

HDD +-425LF 4" HDPE  
DRAIN LINE

HDD +-425LF 4" HDPE  
DRAIN LINE

Inlet Connections



HDD +/-240LF 4" HDPE  
DRAIN LINE

Inlet Connection

Belvedere Pl

Belvedere Pl

1067

1061

1055

**CONTRACT FOR GOODS AND SERVICES**

This Contract for Goods and Services (“Vendor Contract”) is made and entered into as of the 18<sup>th</sup> day of May, 2026, by and between City of Westfield (“Contracting Party”) and Rejuvtec, Inc. (“Vendor”).

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

- A. **Basic Terms.** This Vendor Contract is on the following basic terms and conditions:
- (a) Goods and/or services provided by Vendor: (See Exhibit B attached hereto and made a part hereof).
  - (b) Location: Various locations (*Village Farms, Countryside, Timberbrook Run, Little Eagle Creek Avenue, Mapleton Drive, Apollo Parkway, Silver Thorne, Oak Park, Pine Ridge, Quail Ridge, Maple Village, Sun Park Drive,* ) in Westfield, Indiana 46074 (the “City Property”)
  - (c) Date by which the Services shall be completed: To start as soon as May 19<sup>th</sup>, 2026, and shall be completed by October 9<sup>th</sup>, 2026 (the “Completion Date”).
  - (d) Purchase Price: Two Hundred Forty-Four Thousand Fifty-Six Dollars and 25/100, \$244,056.25 (see Base Bid in Proposal dated 04.29.25 - Exhibit B).
  - (e) Liquidated damages shall be assessed at \$250.00 per day for each day work is not complete after the specified completion dates.
  - (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 2026 Asphalt Rejuvenating Project” dated April 22, 2026 inclusive of all sections and appendixes.

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: Chad Mills  
2706 East 171<sup>st</sup> Street  
Westfield, Indiana 46074

[cdmills@westfield.in.gov](mailto:cdmills@westfield.in.gov) w/ CC to  
[ap@westfield.in.gov](mailto:ap@westfield.in.gov) or  
City of Westfield  
Attn: Accounts Payable  
2728 East 171<sup>st</sup> Street  
Westfield, Indiana 46074

If to Vendor:

Rejuvtec, Inc.  
1316 Deloss Street  
Indianapolis, IN 46203

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:

<b>Worker's Compensation</b>	Required.
<b>Employer's Liability</b>	\$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limits.
<b>Commercial General Liability (CG0001)</b> , 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	\$1,000,000 Per Occurrence and \$2,000,000 General Aggregate.

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).	
<b>Commercial Automobile Liability</b> , 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:

City of Westfield  
2728 East 171<sup>st</sup> Street  
Westfield, Indiana 46074

Vendor:

Rejuvtec, Inc.  
1316 Deloss Street  
Indianapolis, IN 46203

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

# **EXHIBIT B**

**See attached Proposal dated 04.29.25**

**2026 ASPHALT REJUVENATING PROJECT**

**CITY OF WESTFIELD**

**WESTFIELD, INDIANA**

**REQUEST FOR QUOTE**

April 22, 2026

## ASPHALT REJUVENATING AGENT STANDARD SPECIFICATIONS

### I. Scope:

This work shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of an asphalt rejuvenating agent to asphaltic concrete surface courses. The rejuvenation of surface courses shall be by spray application of a cationic rejuvenating agent composed of petroleum oils and resins emulsified with water. All work shall be in accordance with the specifications, the applicable drawings, and subject to the terms and conditions of this contract.

### II. Material Specifications:

The asphalt rejuvenating agent shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit with his bid a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

#### SPECIFICATIONS

Tests	Test Method		Requirements	
	ASTM	AASHTO	Min.	Max.
<b>Tests on Emulsion:</b>				
Viscosity @ 25°C, SFS	D-244	T-59	15	40
Residue, % W <sup>1</sup>	D-244 (Mod)	T-59 (Mod)	60	65
Miscibility Test <sup>2</sup>	D-244 (Mod)	T-59 (Mod)	No Coagulation	
Sieve Test, %W <sup>3</sup>	D-244 (Mod)	T-59 (Mod)	-	0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance <sup>4</sup> GB		GB	-	30
<b>Tests on Residue from Distillation:</b>				
Flash Point, COC, °C	D-92	T-48	196	-
Viscosity @ 60°C, cSt	D-445	-	100	200
Asphaltenes, %w	D-2006-70	-	0.0	1.00
Maltene Dist. Ratio	D-2006-70	-	0.3	0.6
$\frac{PC + A_1^5}{S + A_2}$				
PC/S Ratio <sup>5</sup>	D-2006-70	-	0.5	-
Saturated Hydrocarbons, S <sup>5</sup>	D-2006-70	-	21	28

<sup>1</sup> ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foaming ceases, then cool immediately and calculate results.

<sup>2</sup> Test procedure identical with ASTM D-244-60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.

<sup>3</sup> Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two percent sodium oleate solution.

<sup>4</sup> Test procedure is attached.

<sup>5</sup> Chemical composition by ASTM Method D-2006-70:

PC = Polar Compounds,      A<sub>1</sub> = First Acidaffins  
A<sub>2</sub> = Second Acidaffins,      S = Saturated Hydrocarbons

### **III. Material Performance:**

The rejuvenating agent shall have a record of at least five years of satisfactory service as an asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity and increase the penetration value of the asphalt binder as follows. The viscosity shall be reduced by a minimum of 45 percent and the penetration value shall be increased by a minimum of 25 percent. Testing shall be performed on extracted asphalt cement from a pavement (core) to a depth of three eighths inch (3/8"). In addition, the pavement shall be in-depth sealed to the intrusion of air and water.

The bidder must submit with his bid the manufacturer's certification that the material proposed for use is in compliance with the specification requirements. The bidder must submit with his bid previous use documentation and test data conclusively demonstrating that; the rejuvenating agent has been used successfully for a period of five years by government agencies such as Cities, Counties, etc; and that the asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing by government agencies as to the required change the in asphalt binder viscosity and penetration number. Testing data shall be submitted indicating such product performance on a sufficient number of projects, each being tested for a minimum period of three years to ensure reasonable longevity of the treatment, as well as product consistency.

RECLAMITE®, manufactured by Tricor Refining, LLC. is a product of known quality and accepted performance.

### **IV. Applicator Experience:**

The asphalt-rejuvenating agent shall be applied by an experienced applicator of such material. The bidder shall have a minimum of three years' experience in applying the product proposed for use. He must submit with his bid a list of five projects on which he applied said rejuvenator. He shall indicate the project dates, number of square yards treated in each and the name and phone number of the government official in charge of each project.

A project superintendent knowledgeable and experienced in the application of the asphalt-rejuvenating agent must be in control of each day's work. The bidder shall submit a written experience outline of the project superintendent.

**V. PRODUCT STANDARDS AND ALTERNATES:**

The product "Reclamite"®, as manufactured by Tricor Refining, LLC. for the asphalt rejuvenating agent is the standard for these specifications and the prices quoted on the Bid Sheet Base Bid shall be for this standard. Should a bidder wish to submit a bid for alternates to the Standard, said prices shall be entered on the BID SHEET as the "Alternate Bid" for each item. In the event that the bidder submits no bid for the Standard, only the "Alternate Bids" should be completed.

Bidders may offer an ALTERNATE for the Standard specified in the Specifications provided the bidder adheres to the following and submits same with his bid.

(a) List the proposed alternative on the BID SHEET form giving the product name and price.

(b) Furnish complete specifications and descriptive literature for the alternate as well as a one-gallon sample of the material proposed for use. Such descriptive and detailed information shall be complete and at least equal in detail to the city's requirements for the standard item for which the alternate is offered.

(c) Submit a current Material Safety Data Sheet for the alternate materials.

The City will give the alternate consideration. The Contractor may furnish only those alternate items included in his proposal and approved by the City prior to awarding a contract.

If no ALTERNATE is indicated on the BID SHEET, the Contractor shall furnish the STANDARD (brand) specified in the attached specifications. Should the ALTERNATE offered be found unacceptable by the City based on the data submitted with the bid and no bid is entered on the BID SHEET for the Standard, then said bid will be considered non-responsive.

**VI. APPLICATION TEMPERATURE/WEATHER LIMITATIONS:**

The temperature of the asphalt rejuvenating emulsion at the time of application shall be as recommended by the manufacturer. The asphalt-rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry and when it is not threatening to rain. The asphalt-rejuvenating agent shall not be applied when the ambient temperature is below 40° F.

**VII. HANDLING OF ASPHALT REJUVENATING AGENT:**

Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause

agitation and thorough mixing of the two materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor that shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to the approval and satisfaction of the Engineer.

#### **VIII. RESIDENT NOTIFICATION:**

The contractor shall distribute by hand a typed notice to all residences and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions.

The notice shall be of the door hanger type that secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

#### **IX. APPLYING EQUIPMENT:**

The distributor for spreading the emulsion shall be self-propelled and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5 percent of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer.

The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as not to broadcast sand onto driveways or treelawns.

The sand to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet sand shall be rejected from the job site.

Any equipment that is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Engineer.

**X. APPLICATION OF REJUVENATING AGENT:**

The asphalt-rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Areas inadvertently missed shall receive additional treatment as may be required by hand sprayer application.

Application of asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray.

In any event the centerline construction joint of the pavement shall be treated in both application passes of the distributor truck.

Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of two (2) parts rejuvenating agent to one (1) part water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the Engineer following field testing.

Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and the Engineer grants approval for additional applications.

Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the Engineer, shall have the required amounts applied in two or more applications as directed.

After the street has been treated, the area within one foot of the curb line on both sides of the road shall receive an additional treatment of the asphalt rejuvenating emulsion. Said treatment shall be uniformly applied by a method acceptable to the Engineer.

After the rejuvenating emulsion has penetrated, a coating of dry sand shall be applied to the surface in sufficient amount to protect the traveling public as required by the Engineer.

The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt rejuvenating agent. When directed by the Engineer, the Contractor shall take representative samples of material for testing.

**XI. STREET SWEEPING:**

The Contractor shall be responsible for sweeping and cleaning of the streets prior to, and after treatment.

Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing or other approved methods. If in the opinion of the Engineer the hand cleaning is not sufficient than a self-propelled street sweeper shall be used.

All sand used during the treatment must be removed no later than 48 hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer. Street sweeping will be included in the price bid per square yard for asphalt rejuvenating agent.

If, after sand is swept and in the opinion of the Engineer a hazardous condition exists on the roadway, the contractor must apply additional sand and sweep same no later than 24 hours following reapplication. No additional compensation will be allowed for reapplication and removal of sand.

**XII. TRAFFIC CONTROL:**

The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration, in the opinion of the Engineer, has become complete and the area is suitable for traffic.

When, in the opinion of the Engineer, traffic must be maintained at all times on a particular street, then the Contractor shall apply asphalt rejuvenating agent to one lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane.

The Contractor shall be responsible for all traffic control and signing required to permit safe travel. The contractor shall notify the police and fire departments as to the streets that are to be treated each day.

If, in the opinion of the Engineer, proper signing is not being used, the Contractor shall stop all operations until safe signing and barricading is achieved.

**XIII. METHOD OF MEASUREMENT:**

Asphalt rejuvenating agent will be measured by the square yard as provided for in the Contract Documents.

**XIV. BASIS FOR PAYMENT:**

The accepted quantities, measured as provided for above, will be paid for at the contract unit price for asphalt rejuvenating agent.

Asphalt rejuvenating agent shall be paid for PER SQUARE YARD, which shall be full compensation for furnishing all materials; equipment, labor, testing and incidentals to complete the work as specified and required.

**BID SHEET**

The undersigned proposes to furnish material, labor, etc. according to the terms and conditions of the attached City of Westfield Specifications at the following unit prices, to wit:

BASE BID

**195,245 SQUARE YARDS, MORE OR LESS, CONSTRUCTION SEALING WITH ASPHALT REJUVENATING AGENT FURNISHED AND APPLIED INCLUDING STREET SWEEPING.**

Reclamite \$ 1.25 PER SQ. YD.  
Product Name

CONTRACTOR CAN BEGIN WORK 7 DAYS AFTER WRITTEN NOTICE.

CONTRACTOR WILL COMPLETE WORK BY October 9, 2026 YES  OR NO

PRICE TERMS: Net 30 days

ALTERNATE BID

**195,245 SQUARE YARDS, MORE OR LESS, CONSTRUCTION SEALING WITH ASPHALT REJUVENATING AGENT FURNISHED AND APPLIED NOT INCLUDING STREET SWEEPING.**

Reclamite \$ 1.18 PER SQ. YD.  
Product Name

CONTRACTOR CAN BEGIN WORK 7 DAYS AFTER WRITTEN NOTICE.

CONTRACTOR WILL COMPLETE WORK BY October 9, 2026 YES  OR NO

PRICE TERMS: Net 30 days

Rejuvtec, Inc.  
BIDDER

Curtis Hedges  
AUTHORIZED AGENT

1316 Deloss St.  
BUSINESS ADDRESS

Indianapolis, IN 46203

(317) 241-9023  
PHONE NUMBER

2025						
Project Name	Owners' Contact Person	Design Engineer	Completion Date	Type of Work	Status	SYDS/ GALLONS
BOONE COUNTY	Nick Parr, Operations Mgr. 1955 Indianapolis Ave., Lebanon, IN. 46052. 765- 481-5901		8/28/25	Asphalt Rejuvenation	Completed	706,384
BRAUN PROPERTY DEVELOPEMENT	Adam Braun. 1155 Parkway Dr., Zionsville, IN. 46077. 317-658-4788		4/17/25 & 6/1/25	Asphalt Rejuvenation	Completed	12,404
DAVISS COUNTY	Chris Winkler 5247 E. 100 N. Montgomery, IN. 47558. 812-444-5798		4/23/25	Asphalt Rejuvenation	Completed	101,466
DELELLO & SONS	Jim Hudson 17306 Westfield Park Road, Westfield, IN. 46074		10/2/25 & 10/28/25	Asphalt Rejuvenation	Completed	15,550
DC CONSTRUCTION	Billy Grinstead 9598 Brooks Way Pendleton, IN. 46064		4/16/25 & 7/15/25	Asphalt Rejuvenation	Completed	81,013
DUBOIS COUNTY	Donnie Lakin 1066 SR 162, Jasper, IN. 46077 812-482-5505	Levi Leffert	11/13/25	Asphalt Rejuvenation	Completed	154,146
DUPONT, TOWN OF	Robyn Meeks, PO Box 116, Dupont, IN. 47231. 812-525-4071		8/22/25	Asphalt Rejuvenation	Completed	23,694
E & B PAVING, LLC	Kelsey Canary, 286 W. 300 N., Anderson, IN. 46012. 765-643-5358		4/11/25, 8/15/25, 10/28/25	Asphalt Rejuvenation	Completed	43,257
EVANSVILLE, CITY OF/VANDEBURG CO.	Mike Labittzki 1 NW ML King Jr Blvd, Evansville, IN 47708 812-426-4970		8/7/25	Asphalt Rejuvenation	Completed	453,792
GAUNT & SONS ASPHALT COMPANY	Anthony Sorg 5511 Bus US-24, Wabash, IN 46992 812-426-4970		11/14/25	Asphalt Rejuvenation	Completed	11,219
HENDRICKS COUNTY	Curt Higginbotham 930 East Main Street Danville, IN 46122 317-745-9227		10/21/25	Asphalt Rejuvenation	Completed	127,398
HOWARD COMPANIES	Alec HarrisJ 2916 Kentucky Ave. Indianapolis, IN. 46221 317-730-7905		7/15/25	Asphalt Rejuvenation	Completed	12,600
HUNTINGBURG, CITY OF	Jason Stamm 508 E Fourth St. P.O. Box 10. Huntingburg, IN. 47542. 812-683-4122		6/1/25	Asphalt Rejuvenation	Completed	71,371

JASPER COUNTY	Jeff Theising 305 S. Clay Street P.O. Box 29. Jasper, IN. 47547. 812-482-1130		10/24/25	Asphalt Rejuvenation	Completed	51,135
LAFAYETTE, CITY OF	Jeromy Grenard. 20 N. 6th Street Lafayette, IN 47901. 765-807-1050	Jeromy Grenard	10/1/25	Asphalt Rejuvenation	Completed	221,393
MAC CONSTRUCTION	Eric Striegel 1908 Unruh Ct., PO box 6787 New Albany, IN 47151-6787. 812-941-7895		8/11/25	Asphalt Rejuvenation	Completed	30,116
MONTICELLO, CITY OF	Frank Arthur. 515 Railroad St. Monticello, IN 47960 574-583-7033		10/13/25	Asphalt Rejuvenation	Completed	70,331
PIKE COUNTY	Josh Byrd 2397 N. State Road 257 Otwell, IN 47564 354-9743	812-	5/1/25	Asphalt Rejuvenation	Completed	24,335
RIETH-RILEY CONSTRUCTION CO. INC	Joe Schneider 1751 W. Minnesota St. Indianapolis, IN 46221 317-634-5561		6/1/25	Asphalt Rejuvenation	Completed	19,878
WARSAW, CITY OF	Dustin Dillon 102 S. Buffalo St. Warsaw, IN. 46580. 574-372- 9561		10/6/25	Asphalt Rejuvenation	Completed	28,628
WESTFIELD, CITY OF	Michael Pearce 2706 East 171st Street Westfield, IN. 46074		7/24/25	Asphalt Rejuvenation	Completed	111,740
ADM MILLING	Jeff Elixman 854 Bethal Ave. Beech Grove, IN. 46107 463-230-3021		7/24/25	Dust Suppressant	Completed	6,700 G
ADM GRAIN	Matthew McCarty 1901 S Sherman Dr. Indianapolis, IN. 46203. 317-318-4599		8/11/25	Dust Suppressant	Completed	4800 G
CSX	Uzell Garner 501 S CR 800 E. Avon, IN. 46213 838-3225	317-	11/24/25	Dust Suppressant	Completed	5,500 G



1134 Manor St. • Oildale, CA 93308 / P.O. Box 5877 • Bakersfield, CA 93388  
Phone 661.393.7110 – Fax 661.393.1601

April 27, 2026

City of Westfield IN  
2728 East 171<sup>st</sup> Street  
Westfield, IN 46074

RE: Sole Source Provider for Asphalt Rejuvenating Agent 2026/Compliance Letter

This letter is to advise that Tricor Refining, LLC has appointed Rejuvtec, Inc., Indianapolis, IN to market and apply Reclamite® Preservative Seal as the sole source applicator in the State of Indiana. Rejuvtec, Inc. has the necessary equipment and product familiarity to provide a successful application. It is very important to Tricor Refining that we work with applicators that go beyond just the application. Tricor has worked with Rejuvtec, Inc. for over 30 years

The contact information for Rejuvtec, Inc. is as follows:

Rejuvtec, Inc.  
1316 Deloss St.  
Indianapolis, IN 46203  
Phone: 317.241.9023

Tricor Refining, LLC – Reclamite® Preservative Seal is the only maltene based asphalt rejuvenator marketed nationally with a 55 year history of product use. Reclamite® has been proven in various testing by state, county and government agencies to decrease viscosity and increase penetration value of the asphalt. **We also certify the Reclamite we ship Rejuvtec is in compliance with the specifications below.**

# RECLAMITE® Asphalt Rejuvenating Agent

## Specifications:

Tests	Test Method		Requirements	
	ASTM	AASHTO	Min.	Max.
<b>Tests on Emulsion:</b>				
Viscosity @ 25°C, SFS	D-244	T-59	15	40
Residue, % w <sup>(1)</sup>	D-244 (mod)	T-59 (mod)	60	65
Miscibility Test <sup>(2)</sup>	D-244 (mod)	T-59 (mod)	No Coagulation	
Sieve Test, % w <sup>(3)</sup>	D-244 (Mod)	T-59 (mod)	---	0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance <sup>(4)</sup>	GB	GB	---	30
Cement Mixing	D-244			2.0

<b>Tests on Residue from Distillation</b>				
Flash Point, COC, °C	D-92	T-48	196	---
Viscosity @ 60°C, cSt	D-445	---	100	200
Asphaltenes, %w	D-2006-70	---		0.75
Maltene Distribution Ratio	D-2006-70	---	0.3	0.6
$\frac{PC + A_1}{S + A_2}$ <sup>(5)</sup>				
PC/S Ratio <sup>(5)</sup>	D-2006-70	---	0.5	---
Saturate hydrocarbons, S <sup>(5)</sup>	D-2006-70	---	21	28

<sup>1</sup>ASTM D-244 Evaporation Test for percent of residue is made by heating 50 gram sample to 149°C (300°F) until foaming ceases, then cool immediately and calculate results.

<sup>2</sup>Test procedure identical with ASTM D-244 60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.

<sup>3</sup>Test procedure identical with ASTM D-244 60 except that distilled water shall be used in place of two percent sodium oleate solution.

<sup>4</sup>Test procedure is attached.

<sup>5</sup>Chemical composition by ASTM Method D-2006-70:

PC = Polar Compounds,      A<sub>1</sub> = First Acidaffins.  
A<sub>2</sub> = Second Acidaffins,      S = Saturated Hydrocarbons.

Note: For gal/ton conversion use 242 gal/ton.

Note: Data presented are typical. Slight variation may occur from lot to lot.

Please feel free to contact me if you have any questions regarding the use of Reclamite®.

Respectfully,

*Brett Towns*

**Brett Towns**  
**Tricor Refining, LLC**  
**Marketing Manager**  
[Brett@tricorrefining.com](mailto:Brett@tricorrefining.com)

Report: 26-0211

February 20, 2026

Customer: RejuvTec, Inc. – Curtis Hedges, Phil Cornelius

Project: City of Monticello, Indiana

Samples submitted:

Two core samples (one untreated and one treated) identified as:

3<sup>rd</sup> Street

Testing:

The top 3/8-inch of each core was removed for testing. The asphalt was extracted and recovered as prescribed by California Test Method (CTM) 365. Viscosities were determined on the recovered asphalt binder using a sliding plate micro-viscometer (CTM 348). Penetrations were calculated from a nomograph. Test data are reported by Table I.

Conclusion:

Reported data are based on the testing of a limited sample submitted as being representative of the treated and untreated pavements.

*W. S. A. I.*

Test data reported herein have been secured by reliable testing procedures. As we have no knowledge or control of the conditions that may affect the use of material from which samples were taken, we assume no responsibility in furnishing this data other than to warrant that they represent reliable measurements of the properties of the sample(s) received and tested. No warranties expressed or implied, including warranties of merchantability or fitness for a particular use, are made with respect to the products described herein. Nothing contained herein shall constitute a permission or recommendation to practice any invention covered by a patent without license from the owner of the patent.

## Table I

RejuvTec, Inc.  
City of Monticello, Indiana

### Top 3/8" of Core Samples

Sample Identification	Micro-Viscosity, 25°C, MP		Equivalent Penetration
	0.05 sec <sup>-1</sup>	0.001 sec <sup>-1</sup>	
<b>3<sup>rd</sup> Street</b>			
<b>Untreated</b>	333.6	453.2	6
<b>Treated</b>	153.9	208.2	9
<b>% Increase in Penetration</b>		50	
<b>% Decrease in Viscosity</b>		54	

Report: 24-1226

January 8, 2025

Customer: RejuvTec, Inc. – Curtis Hedges, Phil Cornelius

Project: County of Harrison, Indiana

Samples submitted:

Four core samples (two untreated and two treated) identified as:

Wiseman Road  
Flatwood Road

Testing:

The top 3/8-inch of each core was removed for testing. The asphalt was extracted and recovered as prescribed by California Test Method (CTM) 365. Viscosities were determined on the recovered asphalt binder using a sliding plate micro-viscometer (CTM 348). Penetrations were calculated from a nomograph. Test data are reported by Table I.

Conclusion:

Reported data are based on the testing of a limited sample submitted as being representative of the treated and untreated pavements.

*2/11/25*

**Table I**

**RejuvTec, Inc.  
County of Harrison, Indiana**

**Top 3/8" of Core Samples**

<b>Sample Identification</b>	<b>Micro-Viscosity, 25°C, MP</b>		<b>Equivalent Penetration</b>
	<b>0.05 sec<sup>-1</sup></b>	<b>0.001 sec<sup>-1</sup></b>	
<b>Wiseman Road</b>			
<b>Untreated</b>	<b>127.4</b>	<b>251.4</b>	<b>10</b>
<b>Treated</b>	<b>54.73</b>	<b>107.8</b>	<b>14</b>
<b>% Increase in Penetration</b>	<b>40</b>		
<b>% Decrease in Viscosity</b>	<b>57</b>		
<b>Flatwood Road</b>			
<b>Untreated</b>	<b>81.85</b>	<b>170.3</b>	<b>11</b>
<b>Treated</b>	<b>43.65</b>	<b>91.36</b>	<b>16</b>
<b>% Increase in Penetration</b>	<b>45</b>		
<b>% Decrease in Viscosity</b>	<b>47</b>		

Report: 24-0212B

February 27, 2024

Customer: RejuvTec, Inc. – Curtis Hedges, Phil Cornelius

Project: County of Harrison, Indiana

Samples submitted:

Four core samples (two untreated and two treated) identified as:

Keller Road NE  
North Bradford Road

**Testing:**

The top 3/8-inch of each core was removed for testing. The asphalt was extracted and recovered as prescribed by California Test Method (CTM) 365. Viscosities were determined on the recovered asphalt binder using a sliding plate micro-viscometer (CTM 348). Penetrations were calculated from a nomograph. Test data are reported by Table I.

**Conclusion:**

Reported data are based on the testing of a limited sample submitted as being representative of the treated and untreated pavements.

*mwl etl*

Test data reported herein have been secured by reliable testing procedures. As we have no knowledge or control of the conditions that may affect the use of material from which samples were taken, we assume no responsibility in furnishing this data other than to warrant that they represent reliable measurements of the properties of the sample(s) received and tested. No warranties expressed or implied, including warranties of merchantability or fitness for a particular use, are made with respect to the products described herein. Nothing contained herein shall constitute a permission or recommendation to practice any invention covered by a patent without license from the owner of the patent.

**Table I**

**RejuvTec, Inc.  
County of Harrison, Indiana**

**Top 3/8" of Core Samples**

<b>Sample Identification</b>	<b>Micro-Viscosity, 25°C, MP</b>		<b>Equivalent Penetration</b>
	<b>0.05 sec<sup>-1</sup></b>	<b>0.001 sec<sup>-1</sup></b>	
<b>Keller Road NE</b>			
<b>Untreated</b>	<b>111.8</b>	<b>264.5</b>	<b>10</b>
<b>Treated</b>	<b>45.58</b>	<b>106.7</b>	<b>15</b>
<b>% Increase in Penetration</b>	<b>50</b>		
<b>% Decrease in Viscosity</b>	<b>59</b>		
<b>North Bradford Road</b>			
<b>Untreated</b>	<b>134.0</b>	<b>209.1</b>	<b>9</b>
<b>Treated</b>	<b>63.45</b>	<b>98.72</b>	<b>13</b>
<b>% Increase in Penetration</b>	<b>44</b>		
<b>% Decrease in Viscosity</b>	<b>53</b>		



5207 Minter Field Avenue  
Shafter, CA 93263  
Telephone: (661) 393-2748  
Fax: (661) 393-2804  
bobs@apartshafter.com  
michaels@apartshafter.com



Report: 23-0822A

August 29, 2023

Customer: RejuvTec, Inc. – Curtis Hedges

Project: County of Marshall, Indiana

Samples submitted:

Two pavement samples (one untreated and one treated) identified as:

12<sup>th</sup> Road

Testing:

The top 3/8-inch of each core was removed for testing. The asphalt was extracted and recovered as prescribed by California Test Method (CTM) 365. Viscosities were determined on the recovered asphalt binder using a sliding plate microviscometer (CTM 348). Penetrations were calculated from a nomograph. Test data are reported by Table I.

Conclusion:

Reported data are based on the testing of a limited sample submitted as being representative of the treated and untreated pavements.

*2023/1/29/1*

Test data reported herein have been secured by reliable testing procedures. As we have no knowledge or control of the conditions that may affect the use of material from which samples were taken, we assume no responsibility in furnishing this data other than to warrant that they represent reliable measurements of the properties of the sample(s) received and tested. No warranties expressed or implied, including warranties of merchantability or fitness for a particular use, are made with respect to the products described herein. Nothing contained herein shall constitute a permission or recommendation to practice any invention covered by a patent without license from the owner of the patent.

# Table I

RejuvTec, Inc.  
County of Marshall, Indiana

## Top 3/8" of Core Samples

Sample Identification	Microviscosity, 25°C, MP		Equivalent Penetration
	0.05 sec <sup>-1</sup>	0.001 sec <sup>-1</sup>	
<b>12<sup>th</sup> Road</b>			
<b>Untreated</b>	73.04	107.3	12
<b>Treated</b>	36.35	53.12	17
<b>% Increase in Penetration</b>		42	
<b>% Decrease in Viscosity</b>		50	

Report: 22-0520

May 27, 2022

Customer: RejuvTec, Inc. – Rex Hedges

Project: Davies County, Indiana

Samples submitted:

Four pavement samples (2 untreated and 2 treated) identified as:

550 E  
1000 N

Testing:

The top 3/8-inch of each core was removed for testing. The asphalt was extracted and recovered as prescribed by California Test Method (CTM) 365. Viscosities were determined on the recovered asphalt binder using a sliding plate microviscometer (CTM 348). Penetrations were calculated from a nomograph. Test data are as follows:

Conclusion:

Reported data are based on the testing of a limited sample submitted as being representative of the treated and untreated pavements.

Test data reported herein have been secured by reliable testing procedures. As we have no knowledge or control of the conditions that may affect the use of material from which samples were taken, we assume no responsibility in furnishing this data other than to warrant that they represent reliable measurements of the properties of the sample(s) received and tested. No warranties expressed or implied, including warranties of merchantability or fitness for a particular use, are made with respect to the products described herein. Nothing contained herein shall constitute a permission or recommendation to practice any invention covered by a patent without license from the owner of the patent.

**Table I**

**RejuvTec, Inc.  
Davies County, Indiana**

**Top 3/8" of Core Samples**

<b>Sample Identification</b>	<b>Microviscosity, 25°C, MP</b>		<b>Equivalent Penetration</b>
	<b>0.05 sec<sup>-1</sup></b>	<b>0.001 sec<sup>-1</sup></b>	
<b>550 E</b>			
<b>Untreated</b>	<b>56.47</b>	<b>84.74</b>	<b>13</b>
<b>Treated</b>	<b>27.64</b>	<b>40.37</b>	<b>19</b>
<b>% Increase in Penetration</b>		<b>46</b>	
<b>% Decrease in Viscosity</b>		<b>51</b>	
<b>1000 N</b>			
<b>Untreated</b>	<b>49.36</b>	<b>80.08</b>	<b>14</b>
<b>Treated</b>	<b>24.94</b>	<b>41.75</b>	<b>20</b>
<b>% Increase in Penetration</b>		<b>50</b>	
<b>% Decrease in Viscosity</b>		<b>49</b>	

## PROJECT SUPERINTENDENT INFORMATION

Curtis Hedges  
President  
1316 Deloss Street  
Indianapolis, Indiana 46203  
O: 317-241-9023  
C: 317-727-2454

Curtis has 30+ years application and project management experience.

He is present and actively participates in the pre-planning, application and post project wrap-up with all Reclamite application projects that RejuvTec completes.

**Attachment 1**

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

**Attachment 2**

The Affidavit of Employee Status shall be signed and notarized.

**AFFIDAVIT OF EMPLOYEE STATUS**

Re: Project – 2026 Asphalt Rejuvenating Project

**WHEREAS**, the City of Westfield, Hamilton County, Indiana, hereinafter referred to as the “City” is in the process of construction work on the 2026 Asphalt Rejuvenating Project, hereinafter referred to as the “Project”;

**WHEREAS**, Rejuvtec, Inc., hereinafter referred to as the “Vendor”, is the general contractor of the above reference project; and

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

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

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Printed Name:

**STATE OF INDIANA:**

**SS:**

**COUNTY OF \_\_\_\_\_ :**

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

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

My Commission expires \_\_\_\_\_

I am a resident of \_\_\_\_\_ County.

**CITY OF WESTFIELD BY:**

\_\_\_\_\_  
Johnathon Nail, Director of Public Works

**STATE OF INDIANA:**

**SS:**

**COUNTY OF HAMILTON:**

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

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

My Commission expires \_\_\_\_\_

I am a resident of \_\_\_\_\_ County.

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

**Attachment 3**

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



Invoice Date:	
Invoice or App Number:	

Westfield Department of Public Works  
 2706 East 171<sup>st</sup> Street  
 Westfield, IN 46074  
[AP@westfield.in.gov](mailto:AP@westfield.in.gov)

Westfield Project Name:	2026 Asphalt Rejuvenating Project
Westfield Project Number:	2610011
Westfield Project Manager:	Michael Pearce
Westfield PO Number:	
Vendor Name:	Rejuvtec, Inc.

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)	
<b>8. Total Amount Payable This Invoice</b> (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](mailto: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!

**CITY OF WESTFIELD, INDIANA**  
**NEIGHBORHOOD VIBRANCY GRANT AGREEMENT**

This Neighborhood Vibrancy Grant Agreement (“Agreement”) is entered into by and between the City of Westfield, Indiana (“City”) and CRESTVIEW HOA (“HOA”) (each a “Party” and collectively “the Parties”) on this \_\_\_\_ day of \_\_\_\_\_, 2026.

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

WHEREAS, the HOA is a Indiana nonprofit corporation organized to manage and maintain common areas and enforce rules within a community, such as a condominium or subdivision, and ensure the upkeep of shared spaces and adherence to community standards, which operates within the City;

WHEREAS, the City administers a Neighborhood Vibrancy Grant Program (“NVGP”) whereby the City provides funding for unique and innovative ideas that make the community a more vibrant place to live and positively impact the quality of life in the City;

WHEREAS, Ind. Code § 36-10-2-2, Ind. Code § 36-10-2-4, Ind. Code § 36-10-2-5, and State Board of Accounts guidance provide that the City may provide aid to recreation facilities and programs, community service facilities and programs, neighborhood centers, community centers, and civic centers, and that a written contract should document the services provided; and

WHEREAS, the City and the HOA desire to enter into this Agreement to formalize the City's grant of funds to the HOA, and responsibilities and commitments related thereto.

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

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

Section 2. Grant Agreement. The City, after review and recommendation by the NVGP Committee and approval by the Board of Public Works and Safety, agrees to a one-time grant of a total of TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00) ("Grant Funds") to the HOA to assist with payments and costs related to the project described in the attached NVGP application ("Project"). The Grant Funds shall be used only in accordance with the terms of this Agreement.

Section 3. Obligations of the HOA. The HOA agrees that the Project must be completed within one (1) year of receipt of the Grant Funds. The HOA agrees to use any and all Grant Funds from the City only towards the cost of the Project and for no other purpose. The HOA agrees to provide the City with the following information and documentation:

- (a) A budget for the Project;

(b) Certified copies of incorporation as a nonprofit corporation under Indiana state law;

(c) Appropriate documentation identifying the HOA as an Indiana nonprofit corporation in good standing;

(d) Any audits, reviews, financial statements, or compilations available describing the financial condition of the HOA;

(e) A Project end report describing how the Grant Funds were used and the impact of the dollars had on completing the Project; and

(f) Other relevant documentation that the City requests.

Section 4. Non-profit Status. By executing this Agreement, the HOA hereby represents and warrants that it is a nonprofit entity in good standing.

Section 5. Use of Funds by the HOA. The Grant Funds received by the HOA pursuant to this Agreement shall be used only to assist with costs for the Project, and for no other purpose. If it is determined by the City that the Grant Funds have been misappropriated, or the HOA violates any term of this Agreement, this Agreement shall immediately be terminated and the HOA agrees to return all funds received from the City.

Section 6. Non-Exclusivity. The City and the HOA agree that the City may enter into other Grant Agreements or similar agreements, and the HOA shall not be the exclusive recipient of grants or donations from the City.

Section 7. Good Faith Cooperation. The City and the HOA agree to cooperate fully and in good faith, take additional actions, and execute additional documents as may be needed to fulfill the terms and intent of this Agreement.

Section 8. Effective Date and Term. This Agreement shall be effective upon the signing of both parties hereto, and shall be in effect until Project completion or one (1) year after the Grant Funds are awarded, which ever comes first, subject to termination pursuant to Section 5 of this Agreement. This Agreement may otherwise be terminated or extended only by a written agreement signed by authorized representatives of both the City and the HOA.

Section 9. Notices. Any notice or documentation required to be submitted pursuant to this Agreement shall be submitted in writing to the following addresses:

City of Westfield  
Attn: Community Development  
2728 E 171<sup>st</sup> Street  
Westfield, Indiana 46074

CRESTVIEW HOA  
Attn: Tamara Chafey  
3002 E 56<sup>th</sup> Street  
Indianapolis, Indiana 46220

Section 10. Non-Discrimination. The HOA agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance this Agreement or the Project, 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.

Section 11. Indemnification. The HOA shall defend, indemnify, and hold harmless the City and each and every past, present, and future official, representative, subsidiary, parent, division, affiliate, officer, director, employee, attorney, predecessor, and successor, both individually and in their representative capacities from and against all third party claims, demands, litigation and losses arising out of or concerning (1) the failure of the HOA to observe and perform any of its obligations under this Agreement and/or (2) any intentional or negligent act or omission by the HOA.

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

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

Section 14. Relationship of the Parties. The employees and/or agents of the City are not employees of the HOA by virtue of this Agreement, and vice versa. The HOA has no authority to assume or to create any obligation or responsibility, express or implied,

on behalf of or in the name of the City, except as expressly so stated in this Agreement or a duly authorized amendment hereto.

Section 15. Counsel and Understanding. Each Party warrants that: (a) it is represented by competent counsel with respect to this Agreement and all matters covered by it, or has waived the right to be so represented; (b) it has been fully advised by said counsel with respect to its rights and obligations and with respect to the execution of this Agreement or has waived the right to be so advised; and (c) it fully understands this Agreement and the effect of signing and executing it.

Section 16. Amendment. This Agreement may not be altered, amended, modified, or otherwise changed in any respect whatsoever except by a writing duly executed by an authorized representative of each of the Parties.

Section 17. Entire Agreement. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter herein, and there are no other terms, statements, obligations, or representations, oral or otherwise, of any nature whatsoever. This Agreement, along with all exhibits, attachments, or other documents incorporated herein by reference, constitutes the entire agreement by and between the Parties and supersedes and replaces all prior negotiations, proposed agreement or agreements, written or oral, related to this Agreement or the matters addressed herein.

Section 18. Assignment. No Party hereto may assign or otherwise transfer this Agreement or any of its rights and obligations hereunder to any third party.

Section 19. Waiver. The failure of a Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

Section 20. Construction. The language of this Agreement shall be construed as a whole, according to its fair meaning and intentment, and not strictly for or against any Party, regardless of who drafted or was principally responsible for drafting this Agreement or any specific term, provision, or condition. This Agreement is hereby deemed to have been drafted by all the Parties, and no Party shall urge otherwise.

Section 21. Warranty. Each Party represents and warrants that it has the full power and authority to enter into this Agreement and to perform all transactions, duties and obligations contained herein. Each signatory to this Agreement who signs on behalf of a Party represents and warrants that he or she has the authority to sign on behalf of that Party.

Section 22. Non-Appropriation. The Parties acknowledge that the City is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if the City's fiscal body should fail to appropriate the Grant Funds, this Agreement will become null and void. The City shall not be obligated to perform unless and until sufficient funds are appropriated.

Section 23. Counterparts. This Agreement may be executed in counterparts.

CITY OF WESTFIELD, INDIANA

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

CRESTVIEW HOA.

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

**CITY OF WESTFIELD, INDIANA**  
**NEIGHBORHOOD VIBRANCY GRANT AGREEMENT**

This Neighborhood Vibrancy Grant Agreement (“Agreement”) is entered into by and between the City of Westfield, Indiana (“City”) and CENTENNIAL HOA (“HOA”) (each a “Party” and collectively “the Parties”) on this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

WHEREAS, the HOA is a Indiana nonprofit corporation organized to manage and maintain common areas and enforce rules within a community, such as a condominium or subdivision, and ensure the upkeep of shared spaces and adherence to community standards, which operates within the City;

WHEREAS, the City administers a Neighborhood Vibrancy Grant Program (“NVGP”) whereby the City provides funding for unique and innovative ideas that make the community a more vibrant place to live and positively impact the quality of life in the City;

WHEREAS, Ind. Code § 36-10-2-2, Ind. Code § 36-10-2-4, Ind. Code § 36-10-2-5, and State Board of Accounts guidance provide that the City may provide aid to recreation facilities and programs, community service facilities and programs, neighborhood centers, community centers, and civic centers, and that a written contract should document the services provided; and

WHEREAS, the City and the HOA desire to enter into this Agreement to formalize the City's grant of funds to the HOA, and responsibilities and commitments related thereto.

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

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

Section 2. Grant Agreement. The City, after review and recommendation by the NVGP Committee and approval by the Board of Public Works and Safety, agrees to a one-time grant of a total of TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00) ("Grant Funds") to the HOA to assist with payments and costs related to the project described in the attached NVGP application ("Project"). The Grant Funds shall be used only in accordance with the terms of this Agreement.

Section 3. Obligations of the HOA. The HOA agrees that the Project must be completed within one (1) year of receipt of the Grant Funds. The HOA agrees to use any and all Grant Funds from the City only towards the cost of the Project and for no other purpose. The HOA agrees to provide the City with the following information and documentation:

- (a) A budget for the Project;

(b) Certified copies of incorporation as a nonprofit corporation under Indiana state law;

(c) Appropriate documentation identifying the HOA as an Indiana nonprofit corporation in good standing;

(d) Any audits, reviews, financial statements, or compilations available describing the financial condition of the HOA;

(e) A Project end report describing how the Grant Funds were used and the impact of the dollars had on completing the Project; and

(f) Other relevant documentation that the City requests.

Section 4. Non-profit Status. By executing this Agreement, the HOA hereby represents and warrants that it is a nonprofit entity in good standing.

Section 5. Use of Funds by the HOA. The Grant Funds received by the HOA pursuant to this Agreement shall be used only to assist with costs for the Project, and for no other purpose. If it is determined by the City that the Grant Funds have been misappropriated, or the HOA violates any term of this Agreement, this Agreement shall immediately be terminated and the HOA agrees to return all funds received from the City.

Section 6. Non-Exclusivity. The City and the HOA agree that the City may enter into other Grant Agreements or similar agreements, and the HOA shall not be the exclusive recipient of grants or donations from the City.

Section 7. Good Faith Cooperation. The City and the POA agree to cooperate fully and in good faith, take additional actions, and execute additional documents as may be needed to fulfill the terms and intent of this Agreement.

Section 8. Effective Date and Term. This Agreement shall be effective upon the signing of both parties hereto, and shall be in effect until Project completion or one (1) year after the Grant Funds are awarded, which ever comes first, subject to termination pursuant to Section 5 of this Agreement. This Agreement may otherwise be terminated or extended only by a written agreement signed by authorized representatives of both the City and the HOA.

Section 9. Notices. Any notice or documentation required to be submitted pursuant to this Agreement shall be submitted in writing to the following addresses:

City of Westfield  
Attn: Community Development  
2728 E 171<sup>st</sup> Street  
Westfield, Indiana 46074

CENTENNIAL HOA  
Attn: MIKE LYONS  
770 Pawtucket Dr.  
Westfield, Indiana 46074

Section 10. Non-Discrimination. The HOA agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance this Agreement or the Project, 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.

Section 11. Indemnification. The HOA shall defend, indemnify, and hold harmless the City and each and every past, present, and future official, representative, subsidiary, parent, division, affiliate, officer, director, employee, attorney, predecessor, and successor, both individually and in their representative capacities from and against all third party claims, demands, litigation and losses arising out of or concerning (1) the failure of the HOA to observe and perform any of its obligations under this Agreement and/or (2) any intentional or negligent act or omission by the HOA.

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

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

Section 14. Relationship of the Parties. The employees and/or agents of the City are not employees of the HOA by virtue of this Agreement, and vice versa. The HOA has no authority to assume or to create any obligation or responsibility, express or implied,

on behalf of or in the name of the City, except as expressly so stated in this Agreement or a duly authorized amendment hereto.

Section 15. Counsel and Understanding. Each Party warrants that: (a) it is represented by competent counsel with respect to this Agreement and all matters covered by it, or has waived the right to be so represented; (b) it has been fully advised by said counsel with respect to its rights and obligations and with respect to the execution of this Agreement or has waived the right to be so advised; and (c) it fully understands this Agreement and the effect of signing and executing it.

Section 16. Amendment. This Agreement may not be altered, amended, modified, or otherwise changed in any respect whatsoever except by a writing duly executed by an authorized representative of each of the Parties.

Section 17. Entire Agreement. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter herein, and there are no other terms, statements, obligations, or representations, oral or otherwise, of any nature whatsoever. This Agreement, along with all exhibits, attachments, or other documents incorporated herein by reference, constitutes the entire agreement by and between the Parties and supersedes and replaces all prior negotiations, proposed agreement or agreements, written or oral, related to this Agreement or the matters addressed herein.

Section 18. Assignment. No Party hereto may assign or otherwise transfer this Agreement or any of its rights and obligations hereunder to any third party.

Section 19. Waiver. The failure of a Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

Section 20. Construction. The language of this Agreement shall be construed as a whole, according to its fair meaning and intentment, and not strictly for or against any Party, regardless of who drafted or was principally responsible for drafting this Agreement or any specific term, provision, or condition. This Agreement is hereby deemed to have been drafted by all the Parties, and no Party shall urge otherwise.

Section 21. Warranty. Each Party represents and warrants that it has the full power and authority to enter into this Agreement and to perform all transactions, duties and obligations contained herein. Each signatory to this Agreement who signs on behalf of a Party represents and warrants that he or she has the authority to sign on behalf of that Party.

Section 22. Non-Appropriation. The Parties acknowledge that the City is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if the City's fiscal body should fail to appropriate the Grant Funds, this Agreement will become null and void. The City shall not be obligated to perform unless and until sufficient funds are appropriated.

Section 23. Counterparts. This Agreement may be executed in counterparts.

CITY OF WESTFIELD, INDIANA

\_\_\_\_\_  
Date  
\_\_\_\_\_

CENTENNIAL HOA,

\_\_\_\_\_  
Date  
\_\_\_\_\_

**CITY OF WESTFIELD, INDIANA**  
**NEIGHBORHOOD VIBRANCY GRANT AGREEMENT**

This Neighborhood Vibrancy Grant Agreement (“Agreement”) is entered into by and between the City of Westfield, Indiana (“City”) and Countryside Home Owners Association (“HOA”) (each a “Party” and collectively “the Parties”) on this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

WHEREAS, the HOA is a Indiana nonprofit corporation organized to manage and maintain common areas and enforce rules within a community, such as a condominium or subdivision, and ensure the upkeep of shared spaces and adherence to community standards, which operates within the City;

WHEREAS, the City administers a Neighborhood Vibrancy Grant Program (“NVGP”) whereby the City provides funding for unique and innovative ideas that make the community a more vibrant place to live and positively impact the quality of life in the City;

WHEREAS, Ind. Code § 36-10-2-2, Ind. Code § 36-10-2-4, Ind. Code § 36-10-2-5, and State Board of Accounts guidance provide that the City may provide aid to recreation facilities and programs, community service facilities and programs, neighborhood

centers, community centers, and civic centers, and that a written contract should document the services provided; and

WHEREAS, the City and the HOA desire to enter into this Agreement to formalize the City's grant of funds to the HOA, and responsibilities and commitments related thereto.

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

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

Section 2. Grant Agreement. The City, after review and recommendation by the NVGP Committee and approval by the Board of Public Works and Safety, agrees to a one-time grant of a total of TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00) ("Grant Funds") to the HOA to assist with payments and costs related to the project described in the attached NVGP application ("Project"). The Grant Funds shall be used only in accordance with the terms of this Agreement.

Section 3. Obligations of the HOA. The HOA agrees that the Project must be completed within one (1) year of receipt of the Grant Funds. The HOA agrees to use any and all Grant Funds from the City only towards the cost of the Project and for no other purpose. The HOA agrees to provide the City with the following information and documentation:

- (a) A budget for the Project;
- (b) Certified copies of incorporation as a nonprofit corporation under Indiana state law;
- (c) Appropriate documentation identifying the HOA as an Indiana nonprofit corporation in good standing;
- (d) Any audits, reviews, financial statements, or compilations available describing the financial condition of the HOA;
- (e) A Project end report describing how the Grant Funds were used and the impact of the dollars had on completing the Project; and
- (f) Other relevant documentation that the City requests.

Section 4. Non-profit Status. By executing this Agreement, the HOA hereby represents and warrants that it is a nonprofit entity in good standing.

Section 5. Use of Funds by the HOA. The Grant Funds received by the HOA pursuant to this Agreement shall be used only to assist with costs for the Project, and for no other purpose. If it is determined by the City that the Grant Funds have been misappropriated, or the HOA violates any term of this Agreement, this Agreement shall immediately be terminated and the HOA agrees to return all funds received from the City.

Section 6. Non-Exclusivity. The City and the HOA agree that the City may enter into other Grant Agreements or similar agreements, and the HOA shall not be the exclusive recipient of grants or donations from the City.

Section 7. Good Faith Cooperation. The City and the HOA agree to cooperate fully and in good faith, take additional actions, and execute additional documents as may be needed to fulfill the terms and intent of this Agreement.

Section 8. Effective Date and Term. This Agreement shall be effective upon the signing of both parties hereto, and shall be in effect until Project completion or one (1) year after the Grant Funds are awarded, which ever comes first, subject to termination pursuant to Section 5 of this Agreement. This Agreement may otherwise be terminated or extended only by a written agreement signed by authorized representatives of both the City and the HOA.

Section 9. Notices. Any notice or documentation required to be submitted pursuant to this Agreement shall be submitted in writing to the following addresses:

City of Westfield  
Attn: Community Development  
2728 E 171<sup>st</sup> Street  
Westfield, Indiana 46074

Countryside HOA  
Attn: Jolene Dailey  
632 Palmyra Drive.  
Westfield, Indiana 46074

Section 10. Non-Discrimination. The HOA agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance this Agreement or the Project, 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.

Section 11. Indemnification. The HOA shall defend, indemnify, and hold harmless the City and each and every past, present, and future official, representative, subsidiary, parent, division, affiliate, officer, director, employee, attorney, predecessor, and successor, both individually and in their representative capacities from and against all third party claims, demands, litigation and losses arising out of or concerning (1) the failure of the HOA to observe and perform any of its obligations under this Agreement and/or (2) any intentional or negligent act or omission by the HOA.

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

Section 13. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be

stricken, and all other provisions of this Agreement which can operate independently of such stricken provision(s) shall continue in full force and effect.

Section 14. Relationship of the Parties. The employees and/or agents of the City are not employees of the HOA by virtue of this Agreement, and vice versa. The HOA has no authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the City, except as expressly so stated in this Agreement or a duly authorized amendment hereto.

Section 15. Counsel and Understanding. Each Party warrants that: (a) it is represented by competent counsel with respect to this Agreement and all matters covered by it, or has waived the right to be so represented; (b) it has been fully advised by said counsel with respect to its rights and obligations and with respect to the execution of this Agreement or has waived the right to be so advised; and (c) it fully understands this Agreement and the effect of signing and executing it.

Section 16. Amendment. This Agreement may not be altered, amended, modified, or otherwise changed in any respect whatsoever except by a writing duly executed by an authorized representative of each of the Parties.

Section 17. Entire Agreement. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter herein, and there are no other terms, statements, obligations, or representations, oral or otherwise, of any nature whatsoever. This Agreement, along with all exhibits, attachments, or other documents

incorporated herein by reference, constitutes the entire agreement by and between the Parties and supersedes and replaces all prior negotiations, proposed agreement or agreements, written or oral, related to this Agreement or the matters addressed herein.

Section 18. Assignment. No Party hereto may assign or otherwise transfer this Agreement or any of its rights and obligations hereunder to any third party.

Section 19. Waiver. The failure of a Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

Section 20. Construction. The language of this Agreement shall be construed as a whole, according to its fair meaning and intendment, and not strictly for or against any Party, regardless of who drafted or was principally responsible for drafting this Agreement or any specific term, provision, or condition. This Agreement is hereby deemed to have been drafted by all the Parties, and no Party shall urge otherwise.

Section 21. Warranty. Each Party represents and warrants that it has the full power and authority to enter into this Agreement and to perform all transactions, duties and obligations contained herein. Each signatory to this Agreement who signs on behalf of a Party represents and warrants that he or she has the authority to sign on behalf of that Party.

Section 22. Non-Appropriation. The Parties acknowledge that the City is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if the City's fiscal body should fail to appropriate the Grant Funds, this Agreement will become null and void. The City shall not be obligated to perform unless and until sufficient funds are appropriated.

Section 23. Counterparts. This Agreement may be executed in counterparts.

CITY OF WESTFIELD, INDIANA

\_\_\_\_\_ Date

\_\_\_\_\_

COUNTRYSIDE HOA.

\_\_\_\_\_ Date

\_\_\_\_\_

**CITY OF WESTFIELD, INDIANA**  
**NEIGHBORHOOD VIBRANCY GRANT AGREEMENT**

This Neighborhood Vibrancy Grant Agreement (“Agreement”) is entered into by and between the City of Westfield, Indiana (“City”) and MERRIMAC HOA (“HOA”) (each a “Party” and collectively “the Parties”) on this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

WHEREAS, the HOA is a Indiana nonprofit corporation organized to manage and maintain common areas and enforce rules within a community, such as a condominium or subdivision, and ensure the upkeep of shared spaces and adherence to community standards, which operates within the City;

WHEREAS, the City administers a Neighborhood Vibrancy Grant Program (“NVGP”) whereby the City provides funding for unique and innovative ideas that make the community a more vibrant place to live and positively impact the quality of life in the City;

WHEREAS, Ind. Code § 36-10-2-2, Ind. Code § 36-10-2-4, Ind. Code § 36-10-2-5, and State Board of Accounts guidance provide that the City may provide aid to recreation facilities and programs, community service facilities and programs, neighborhood centers, community centers, and civic centers, and that a written contract should document the services provided; and

WHEREAS, the City and the HOA desire to enter into this Agreement to formalize the City's grant of funds to the HOA, and responsibilities and commitments related thereto.

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

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

Section 2. Grant Agreement. The City, after review and recommendation by the NVGP Committee and approval by the Board of Public Works and Safety, agrees to a one-time grant of a total of EIGHT THOUSAND SEVEN HUNDRED DOLLARS AND ZERO CENTS (\$8,700.00) ("Grant Funds") to the HOA to assist with payments and costs related to the project described in the attached NVGP application ("Project"). The Grant Funds shall be used only in accordance with the terms of this Agreement.

Section 3. Obligations of the HOA. The HOA agrees that the Project must be completed within one (1) year of receipt of the Grant Funds. The HOA agrees to use any and all Grant Funds from the City only towards the cost of the Project and for no other purpose. The HOA agrees to provide the City with the following information and documentation:

- (a) A budget for the Project;

(b) Certified copies of incorporation as a nonprofit corporation under Indiana state law;

(c) Appropriate documentation identifying the HOA as an Indiana nonprofit corporation in good standing;

(d) Any audits, reviews, financial statements, or compilations available describing the financial condition of the HOA;

(e) A Project end report describing how the Grant Funds were used and the impact of the dollars had on completing the Project; and

(f) Other relevant documentation that the City requests.

Section 4. Non-profit Status. By executing this Agreement, the HOA hereby represents and warrants that it is a nonprofit entity in good standing.

Section 5. Use of Funds by the HOA. The Grant Funds received by the HOA pursuant to this Agreement shall be used only to assist with costs for the Project, and for no other purpose. If it is determined by the City that the Grant Funds have been misappropriated, or the POA violates any term of this Agreement, this Agreement shall immediately be terminated and the POA agrees to return all funds received from the City.

Section 6. Non-Exclusivity. The City and the HOA agree that the City may enter into other Grant Agreements or similar agreements, and the HOA shall not be the exclusive recipient of grants or donations from the City.

Section 7. Good Faith Cooperation. The City and the POA agree to cooperate fully and in good faith, take additional actions, and execute additional documents as may be needed to fulfill the terms and intent of this Agreement.

Section 8. Effective Date and Term. This Agreement shall be effective upon the signing of both parties hereto, and shall be in effect until Project completion or one (1) year after the Grant Funds are awarded, which ever comes first, subject to termination pursuant to Section 5 of this Agreement. This Agreement may otherwise be terminated or extended only by a written agreement signed by authorized representatives of both the City and the HOA.

Section 9. Notices. Any notice or documentation required to be submitted pursuant to this Agreement shall be submitted in writing to the following addresses:

City of Westfield  
Attn: Community Development  
2728 E 171<sup>st</sup> Street  
Westfield, Indiana 46074

MERRIMAC HOA  
Attn: Shawn Stephens  
14610 Henderson Ct.  
Westfield, Indiana 46074

Section 10. Non-Discrimination. The HOA agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance this Agreement or the Project, 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.

Section 11. Indemnification. The HOA shall defend, indemnify, and hold harmless the City and each and every past, present, and future official, representative, subsidiary, parent, division, affiliate, officer, director, employee, attorney, predecessor, and successor, both individually and in their representative capacities from and against all third party claims, demands, litigation and losses arising out of or concerning (1) the failure of the HOA to observe and perform any of its obligations under this Agreement and/or (2) any intentional or negligent act or omission by the HOA.

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

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

Section 14. Relationship of the Parties. The employees and/or agents of the City are not employees of the HOA by virtue of this Agreement, and vice versa. The HOA has no authority to assume or to create any obligation or responsibility, express or implied,

on behalf of or in the name of the City, except as expressly so stated in this Agreement or a duly authorized amendment hereto.

Section 15. Counsel and Understanding. Each Party warrants that: (a) it is represented by competent counsel with respect to this Agreement and all matters covered by it, or has waived the right to be so represented; (b) it has been fully advised by said counsel with respect to its rights and obligations and with respect to the execution of this Agreement or has waived the right to be so advised; and (c) it fully understands this Agreement and the effect of signing and executing it.

Section 16. Amendment. This Agreement may not be altered, amended, modified, or otherwise changed in any respect whatsoever except by a writing duly executed by an authorized representative of each of the Parties.

Section 17. Entire Agreement. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter herein, and there are no other terms, statements, obligations, or representations, oral or otherwise, of any nature whatsoever. This Agreement, along with all exhibits, attachments, or other documents incorporated herein by reference, constitutes the entire agreement by and between the Parties and supersedes and replaces all prior negotiations, proposed agreement or agreements, written or oral, related to this Agreement or the matters addressed herein.

Section 18. Assignment. No Party hereto may assign or otherwise transfer this Agreement or any of its rights and obligations hereunder to any third party.

Section 19. Waiver. The failure of a Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

Section 20. Construction. The language of this Agreement shall be construed as a whole, according to its fair meaning and intentment, and not strictly for or against any Party, regardless of who drafted or was principally responsible for drafting this Agreement or any specific term, provision, or condition. This Agreement is hereby deemed to have been drafted by all the Parties, and no Party shall urge otherwise.

Section 21. Warranty. Each Party represents and warrants that it has the full power and authority to enter into this Agreement and to perform all transactions, duties and obligations contained herein. Each signatory to this Agreement who signs on behalf of a Party represents and warrants that he or she has the authority to sign on behalf of that Party.

Section 22. Non-Appropriation. The Parties acknowledge that the City is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if the City's fiscal body should fail to appropriate the Grant Funds, this Agreement will become null and void. The City shall not be obligated to perform unless and until sufficient funds are appropriated.

Section 23. Counterparts. This Agreement may be executed in counterparts.

CITY OF WESTFIELD, INDIANA

\_\_\_\_\_  
Date  
\_\_\_\_\_

MERRIMAC HOA.

\_\_\_\_\_  
Date  
\_\_\_\_\_

**CITY OF WESTFIELD, INDIANA**  
**NEIGHBORHOOD VIBRANCY GRANT AGREEMENT**

This Neighborhood Vibrancy Grant Agreement (“Agreement”) is entered into by and between the City of Westfield, Indiana (“City”) and Oak Manor Home Owners Association (“HOA”) (each a “Party” and collectively “the Parties”) on this \_\_\_\_ day of \_\_\_\_\_, 2026.

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

WHEREAS, the HOA is a Indiana nonprofit corporation organized to manage and maintain common areas and enforce rules within a community, such as a condominium or subdivision, and ensure the upkeep of shared spaces and adherence to community standards, which operates within the City;

WHEREAS, the City administers a Neighborhood Vibrancy Grant Program (“NVGP”) whereby the City provides funding for unique and innovative ideas that make the community a more vibrant place to live and positively impact the quality of life in the City;

WHEREAS, Ind. Code § 36-10-2-2, Ind. Code § 36-10-2-4, Ind. Code § 36-10-2-5, and State Board of Accounts guidance provide that the City may provide aid to recreation facilities and programs, community service facilities and programs, neighborhood

centers, community centers, and civic centers, and that a written contract should document the services provided; and

WHEREAS, the City and the HOA desire to enter into this Agreement to formalize the City's grant of funds to the HOA, and responsibilities and commitments related thereto.

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

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

Section 2. Grant Agreement. The City, after review and recommendation by the NVGP Committee and approval by the Board of Public Works and Safety, agrees to a one-time grant of a total of TEN THOUSAND DOLLARS AND zero CENTS (\$10,000.00) ("Grant Funds") to the HOA to assist with payments and costs related to the project described in the attached NVGP application ("Project"). The Grant Funds shall be used only in accordance with the terms of this Agreement.

Section 3. Obligations of the HOA. The HOA agrees that the Project must be completed within one (1) year of receipt of the Grant Funds. The HOA agrees to use any and all Grant Funds from the City only towards the cost of the Project and for no other purpose. The HOA agrees to provide the City with the following information and documentation:

- (a) A budget for the Project;
- (b) Certified copies of incorporation as a nonprofit corporation under Indiana state law;
- (c) Appropriate documentation identifying the HOA as an Indiana nonprofit corporation in good standing;
- (d) Any audits, reviews, financial statements, or compilations available describing the financial condition of the HOA;
- (e) A Project end report describing how the Grant Funds were used and the impact of the dollars had on completing the Project; and
- (f) Other relevant documentation that the City requests.

Section 4. Non-profit Status. By executing this Agreement, the HOA hereby represents and warrants that it is a nonprofit entity in good standing.

Section 5. Use of Funds by the HOA. The Grant Funds received by the HOA pursuant to this Agreement shall be used only to assist with costs for the Project, and for no other purpose. If it is determined by the City that the Grant Funds have been misappropriated, or the HOA violates any term of this Agreement, this Agreement shall immediately be terminated and the HOA agrees to return all funds received from the City.

Section 6. Non-Exclusivity. The City and the HOA agree that the City may enter into other Grant Agreements or similar agreements, and the HOA shall not be the exclusive recipient of grants or donations from the City.

Section 7. Good Faith Cooperation. The City and the HOA agree to cooperate fully and in good faith, take additional actions, and execute additional documents as may be needed to fulfill the terms and intent of this Agreement.

Section 8. Effective Date and Term. This Agreement shall be effective upon the signing of both parties hereto, and shall be in effect until Project completion or one (1) year after the Grant Funds are awarded, which ever comes first, subject to termination pursuant to Section 5 of this Agreement. This Agreement may otherwise be terminated or extended only by a written agreement signed by authorized representatives of both the City and the HOA.

Section 9. Notices. Any notice or documentation required to be submitted pursuant to this Agreement shall be submitted in writing to the following addresses:

City of Westfield  
Attn: Community Development  
2728 E 171<sup>st</sup> Street  
Westfield, Indiana 46074

Oak Manor HOA  
Attn: Al Nelson  
2697 Diamant Dr..  
Westfield, Indiana 46074

Section 10. Non-Discrimination. The HOA agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement or the Project, 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.

Section 11. Indemnification. The HOA shall defend, indemnify, and hold harmless the City and each and every past, present, and future official, representative, subsidiary, parent, division, affiliate, officer, director, employee, attorney, predecessor, and successor, both individually and in their representative capacities from and against all third party claims, demands, litigation and losses arising out of or concerning (1) the failure of the HOA to observe and perform any of its obligations under this Agreement and/or (2) any intentional or negligent act or omission by the HOA.

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

Section 13. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be

stricken, and all other provisions of this Agreement which can operate independently of such stricken provision(s) shall continue in full force and effect.

Section 14. Relationship of the Parties. The employees and/or agents of the City are not employees of the HOA by virtue of this Agreement, and vice versa. The HOA has no authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the City, except as expressly so stated in this Agreement or a duly authorized amendment hereto.

Section 15. Counsel and Understanding. Each Party warrants that: (a) it is represented by competent counsel with respect to this Agreement and all matters covered by it, or has waived the right to be so represented; (b) it has been fully advised by said counsel with respect to its rights and obligations and with respect to the execution of this Agreement or has waived the right to be so advised; and (c) it fully understands this Agreement and the effect of signing and executing it.

Section 16. Amendment. This Agreement may not be altered, amended, modified, or otherwise changed in any respect whatsoever except by a writing duly executed by an authorized representative of each of the Parties.

Section 17. Entire Agreement. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter herein, and there are no other terms, statements, obligations, or representations, oral or otherwise, of any nature whatsoever. This Agreement, along with all exhibits, attachments, or other documents

incorporated herein by reference, constitutes the entire agreement by and between the Parties and supersedes and replaces all prior negotiations, proposed agreement or agreements, written or oral, related to this Agreement or the matters addressed herein.

Section 18. Assignment. No Party hereto may assign or otherwise transfer this Agreement or any of its rights and obligations hereunder to any third party.

Section 19. Waiver. The failure of a Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

Section 20. Construction. The language of this Agreement shall be construed as a whole, according to its fair meaning and intendment, and not strictly for or against any Party, regardless of who drafted or was principally responsible for drafting this Agreement or any specific term, provision, or condition. This Agreement is hereby deemed to have been drafted by all the Parties, and no Party shall urge otherwise.

Section 21. Warranty. Each Party represents and warrants that it has the full power and authority to enter into this Agreement and to perform all transactions, duties and obligations contained herein. Each signatory to this Agreement who signs on behalf of a Party represents and warrants that he or she has the authority to sign on behalf of that Party.

Section 22. Non-Appropriation. The Parties acknowledge that the City is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if the City's fiscal body should fail to appropriate the Grant Funds, this Agreement will become null and void. The City shall not be obligated to perform unless and until sufficient funds are appropriated.

Section 23. Counterparts. This Agreement may be executed in counterparts.

CITY OF WESTFIELD, INDIANA

\_\_\_\_\_  
Date

\_\_\_\_\_

OAK MANOR HOA.

\_\_\_\_\_  
Date

\_\_\_\_\_

**CITY OF WESTFIELD, INDIANA**  
**NEIGHBORHOOD VIBRANCY GRANT AGREEMENT**

This Neighborhood Vibrancy Grant Agreement (“Agreement”) is entered into by and between the City of Westfield, Indiana (“City”) and Oak Preserve Home Owners Association (“HOA”) (each a “Party” and collectively “the Parties”) on this \_\_\_\_ day of \_\_\_\_\_, 2026.

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

WHEREAS, the HOA is a Indiana nonprofit corporation organized to manage and maintain common areas and enforce rules within a community, such as a condominium or subdivision, and ensure the upkeep of shared spaces and adherence to community standards, which operates within the City;

WHEREAS, the City administers a Neighborhood Vibrancy Grant Program (“NVGP”) whereby the City provides funding for unique and innovative ideas that make the community a more vibrant place to live and positively impact the quality of life in the City;

WHEREAS, Ind. Code § 36-10-2-2, Ind. Code § 36-10-2-4, Ind. Code § 36-10-2-5, and State Board of Accounts guidance provide that the City may provide aid to recreation facilities and programs, community service facilities and programs, neighborhood

centers, community centers, and civic centers, and that a written contract should document the services provided; and

WHEREAS, the City and the HOA desire to enter into this Agreement to formalize the City's grant of funds to the HOA, and responsibilities and commitments related thereto.

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

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

Section 2. Grant Agreement. The City, after review and recommendation by the NVGP Committee and approval by the Board of Public Works and Safety, agrees to a one-time grant of a total of TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00) ("Grant Funds") to the HOA to assist with payments and costs related to the project described in the attached NVGP application ("Project"). The Grant Funds shall be used only in accordance with the terms of this Agreement.

Section 3. Obligations of the HOA. The HOA agrees that the Project must be completed within one (1) year of receipt of the Grant Funds. The HOA agrees to use any and all Grant Funds from the City only towards the cost of the Project and for no other purpose. The HOA agrees to provide the City with the following information and documentation:

- (a) A budget for the Project;
- (b) Certified copies of incorporation as a nonprofit corporation under Indiana state law;
- (c) Appropriate documentation identifying the HOA as an Indiana nonprofit corporation in good standing;
- (d) Any audits, reviews, financial statements, or compilations available describing the financial condition of the HOA;
- (e) A Project end report describing how the Grant Funds were used and the impact of the dollars had on completing the Project; and
- (f) Other relevant documentation that the City requests.

Section 4. Non-profit Status. By executing this Agreement, the HOA hereby represents and warrants that it is a nonprofit entity in good standing.

Section 5. Use of Funds by the HOA. The Grant Funds received by the HOA pursuant to this Agreement shall be used only to assist with costs for the Project, and for no other purpose. If it is determined by the City that the Grant Funds have been misappropriated, or the HOA violates any term of this Agreement, this Agreement shall immediately be terminated and the HOA agrees to return all funds received from the City.

Section 6. Non-Exclusivity. The City and the HOA agree that the City may enter into other Grant Agreements or similar agreements, and the HOA shall not be the exclusive recipient of grants or donations from the City.

Section 7. Good Faith Cooperation. The City and the HOA agree to cooperate fully and in good faith, take additional actions, and execute additional documents as may be needed to fulfill the terms and intent of this Agreement.

Section 8. Effective Date and Term. This Agreement shall be effective upon the signing of both parties hereto, and shall be in effect until Project completion or one (1) year after the Grant Funds are awarded, which ever comes first, subject to termination pursuant to Section 5 of this Agreement. This Agreement may otherwise be terminated or extended only by a written agreement signed by authorized representatives of both the City and the HOA.

Section 9. Notices. Any notice or documentation required to be submitted pursuant to this Agreement shall be submitted in writing to the following addresses:

City of Westfield  
Attn: Community Development  
2728 E 171<sup>st</sup> Street  
Westfield, Indiana 46074

Oak Preserve HOA  
Attn: Eddie Santiago  
5702 Kirkpatrick Way  
Indianapolis, Indiana 46220

Section 10. Non-Discrimination. The HOA agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance this Agreement or the Project, 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.

Section 11. Indemnification. The HOA shall defend, indemnify, and hold harmless the City and each and every past, present, and future official, representative, subsidiary, parent, division, affiliate, officer, director, employee, attorney, predecessor, and successor, both individually and in their representative capacities from and against all third party claims, demands, litigation and losses arising out of or concerning (1) the failure of the HOA to observe and perform any of its obligations under this Agreement and/or (2) any intentional or negligent act or omission by the HOA.

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

Section 13. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be

stricken, and all other provisions of this Agreement which can operate independently of such stricken provision(s) shall continue in full force and effect.

Section 14. Relationship of the Parties. The employees and/or agents of the City are not employees of the HOA by virtue of this Agreement, and vice versa. The HOA has no authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the City, except as expressly so stated in this Agreement or a duly authorized amendment hereto.

Section 15. Counsel and Understanding. Each Party warrants that: (a) it is represented by competent counsel with respect to this Agreement and all matters covered by it, or has waived the right to be so represented; (b) it has been fully advised by said counsel with respect to its rights and obligations and with respect to the execution of this Agreement or has waived the right to be so advised; and (c) it fully understands this Agreement and the effect of signing and executing it.

Section 16. Amendment. This Agreement may not be altered, amended, modified, or otherwise changed in any respect whatsoever except by a writing duly executed by an authorized representative of each of the Parties.

Section 17. Entire Agreement. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter herein, and there are no other terms, statements, obligations, or representations, oral or otherwise, of any nature whatsoever. This Agreement, along with all exhibits, attachments, or other documents

incorporated herein by reference, constitutes the entire agreement by and between the Parties and supersedes and replaces all prior negotiations, proposed agreement or agreements, written or oral, related to this Agreement or the matters addressed herein.

Section 18. Assignment. No Party hereto may assign or otherwise transfer this Agreement or any of its rights and obligations hereunder to any third party.

Section 19. Waiver. The failure of a Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

Section 20. Construction. The language of this Agreement shall be construed as a whole, according to its fair meaning and intent, and not strictly for or against any Party, regardless of who drafted or was principally responsible for drafting this Agreement or any specific term, provision, or condition. This Agreement is hereby deemed to have been drafted by all the Parties, and no Party shall urge otherwise.

Section 21. Warranty. Each Party represents and warrants that it has the full power and authority to enter into this Agreement and to perform all transactions, duties and obligations contained herein. Each signatory to this Agreement who signs on behalf of a Party represents and warrants that he or she has the authority to sign on behalf of that Party.

Section 22. Non-Appropriation. The Parties acknowledge that the City is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if the City's fiscal body should fail to appropriate the Grant Funds, this Agreement will become null and void. The City shall not be obligated to perform unless and until sufficient funds are appropriated.

Section 23. Counterparts. This Agreement may be executed in counterparts.

CITY OF WESTFIELD, INDIANA

\_\_\_\_\_  
Date

\_\_\_\_\_

OAK PRESERVE HOA.

\_\_\_\_\_  
Date

\_\_\_\_\_

**CITY OF WESTFIELD, INDIANA**  
**NEIGHBORHOOD VIBRANCY GRANT AGREEMENT**

This Neighborhood Vibrancy Grant Agreement (“Agreement”) is entered into by and between the City of Westfield, Indiana (“City”) and OVERLOOK AT ANDOVER HOA (“HOA”) (each a “Party” and collectively “the Parties”) on this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

WHEREAS, the HOA is a Indiana nonprofit corporation organized to manage and maintain common areas and enforce rules within a community, such as a condominium or subdivision, and ensure the upkeep of shared spaces and adherence to community standards, which operates within the City;

WHEREAS, the City administers a Neighborhood Vibrancy Grant Program (“NVGP”) whereby the City provides funding for unique and innovative ideas that make the community a more vibrant place to live and positively impact the quality of life in the City;

WHEREAS, Ind. Code § 36-10-2-2, Ind. Code § 36-10-2-4, Ind. Code § 36-10-2-5, and State Board of Accounts guidance provide that the City may provide aid to recreation facilities and programs, community service facilities and programs, neighborhood

centers, community centers, and civic centers, and that a written contract should document the services provided; and

WHEREAS, the City and the HOA desire to enter into this Agreement to formalize the City's grant of funds to the HOA, and responsibilities and commitments related thereto.

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

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

Section 2. Grant Agreement. The City, after review and recommendation by the NVGP Committee and approval by the Board of Public Works and Safety, agrees to a one-time grant of a total of TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00) ("Grant Funds") to the HOA to assist with payments and costs related to the project described in the attached NVGP application ("Project"). The Grant Funds shall be used only in accordance with the terms of this Agreement.

Section 3. Obligations of the HOA. The HOA agrees that the Project must be completed within one (1) year of receipt of the Grant Funds. The HOA agrees to use any and all Grant Funds from the City only towards the cost of the Project and for no other purpose. The HOA agrees to provide the City with the following information and documentation:

- (a) A budget for the Project;
- (b) Certified copies of incorporation as a nonprofit corporation under Indiana state law;
- (c) Appropriate documentation identifying the HOA as an Indiana nonprofit corporation in good standing;
- (d) Any audits, reviews, financial statements, or compilations available describing the financial condition of the HOA;
- (e) A Project end report describing how the Grant Funds were used and the impact of the dollars had on completing the Project; and
- (f) Other relevant documentation that the City requests.

Section 4. Non-profit Status. By executing this Agreement, the HOA hereby represents and warrants that it is a nonprofit entity in good standing.

Section 5. Use of Funds by the HOA. The Grant Funds received by the HOA pursuant to this Agreement shall be used only to assist with costs for the Project, and for no other purpose. If it is determined by the City that the Grant Funds have been misappropriated, or the HOA violates any term of this Agreement, this Agreement shall immediately be terminated and the HOA agrees to return all funds received from the City.

Section 6. Non-Exclusivity. The City and the HOA agree that the City may enter into other Grant Agreements or similar agreements, and the HOA shall not be the exclusive recipient of grants or donations from the City.

Section 7. Good Faith Cooperation. The City and the HOA agree to cooperate fully and in good faith, take additional actions, and execute additional documents as may be needed to fulfill the terms and intent of this Agreement.

Section 8. Effective Date and Term. This Agreement shall be effective upon the signing of both parties hereto, and shall be in effect until Project completion or one (1) year after the Grant Funds are awarded, which ever comes first, subject to termination pursuant to Section 5 of this Agreement. This Agreement may otherwise be terminated or extended only by a written agreement signed by authorized representatives of both the City and the HOA.

Section 9. Notices. Any notice or documentation required to be submitted pursuant to this Agreement shall be submitted in writing to the following addresses:

City of Westfield  
Attn: Community Development  
2728 E 171<sup>st</sup> Street  
Westfield, Indiana 46074

OVERLOOK AT ANDOVER HOA  
Attn: TAMMY LAMARTZ  
3002 E 56<sup>th</sup> Street  
Indianapolis, Indiana 46062

Section 10. Non-Discrimination. The HOA agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance this Agreement or the Project, 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.

Section 11. Indemnification. The HOA shall defend, indemnify, and hold harmless the City and each and every past, present, and future official, representative, subsidiary, parent, division, affiliate, officer, director, employee, attorney, predecessor, and successor, both individually and in their representative capacities from and against all third party claims, demands, litigation and losses arising out of or concerning (1) the failure of the HOA to observe and perform any of its obligations under this Agreement and/or (2) any intentional or negligent act or omission by the HOA.

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

Section 13. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be

stricken, and all other provisions of this Agreement which can operate independently of such stricken provision(s) shall continue in full force and effect.

Section 14. Relationship of the Parties. The employees and/or agents of the City are not employees of the HOA by virtue of this Agreement, and vice versa. The HOA has no authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the City, except as expressly so stated in this Agreement or a duly authorized amendment hereto.

Section 15. Counsel and Understanding. Each Party warrants that: (a) it is represented by competent counsel with respect to this Agreement and all matters covered by it, or has waived the right to be so represented; (b) it has been fully advised by said counsel with respect to its rights and obligations and with respect to the execution of this Agreement or has waived the right to be so advised; and (c) it fully understands this Agreement and the effect of signing and executing it.

Section 16. Amendment. This Agreement may not be altered, amended, modified, or otherwise changed in any respect whatsoever except by a writing duly executed by an authorized representative of each of the Parties.

Section 17. Entire Agreement. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter herein, and there are no other terms, statements, obligations, or representations, oral or otherwise, of any nature whatsoever. This Agreement, along with all exhibits, attachments, or other documents

incorporated herein by reference, constitutes the entire agreement by and between the Parties and supersedes and replaces all prior negotiations, proposed agreement or agreements, written or oral, related to this Agreement or the matters addressed herein.

Section 18. Assignment. No Party hereto may assign or otherwise transfer this Agreement or any of its rights and obligations hereunder to any third party.

Section 19. Waiver. The failure of a Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

Section 20. Construction. The language of this Agreement shall be construed as a whole, according to its fair meaning and intendment, and not strictly for or against any Party, regardless of who drafted or was principally responsible for drafting this Agreement or any specific term, provision, or condition. This Agreement is hereby deemed to have been drafted by all the Parties, and no Party shall urge otherwise.

Section 21. Warranty. Each Party represents and warrants that it has the full power and authority to enter into this Agreement and to perform all transactions, duties and obligations contained herein. Each signatory to this Agreement who signs on behalf of a Party represents and warrants that he or she has the authority to sign on behalf of that Party.

Section 22. Non-Appropriation. The Parties acknowledge that the City is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if the City's fiscal body should fail to appropriate the Grant Funds, this Agreement will become null and void. The City shall not be obligated to perform unless and until sufficient funds are appropriated.

Section 23. Counterparts. This Agreement may be executed in counterparts.

CITY OF WESTFIELD, INDIANA

\_\_\_\_\_  
Date  
\_\_\_\_\_

OVERLOOK AT ANDOVER HOA,

\_\_\_\_\_  
Date  
\_\_\_\_\_

**CITY OF WESTFIELD, INDIANA**  
**NEIGHBORHOOD VIBRANCY GRANT AGREEMENT**

This Neighborhood Vibrancy Grant Agreement (“Agreement”) is entered into by and between the City of Westfield, Indiana (“City”) and PINES OF WESTFIELD HOA (“HOA”) (each a “Party” and collectively “the Parties”) on this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

WHEREAS, the HOA is a Indiana nonprofit corporation organized to manage and maintain common areas and enforce rules within a community, such as a condominium or subdivision, and ensure the upkeep of shared spaces and adherence to community standards, which operates within the City;

WHEREAS, the City administers a Neighborhood Vibrancy Grant Program (“NVGP”) whereby the City provides funding for unique and innovative ideas that make the community a more vibrant place to live and positively impact the quality of life in the City;

WHEREAS, Ind. Code § 36-10-2-2, Ind. Code § 36-10-2-4, Ind. Code § 36-10-2-5, and State Board of Accounts guidance provide that the City may provide aid to recreation facilities and programs, community service facilities and programs, neighborhood

centers, community centers, and civic centers, and that a written contract should document the services provided; and

WHEREAS, the City and the HOA desire to enter into this Agreement to formalize the City's grant of funds to the HOA, and responsibilities and commitments related thereto.

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

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

Section 2. Grant Agreement. The City, after review and recommendation by the NVGP Committee and approval by the Board of Public Works and Safety, agrees to a one-time grant of a total of TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00) ("Grant Funds") to the HOA to assist with payments and costs related to the project described in the attached NVGP application ("Project"). The Grant Funds shall be used only in accordance with the terms of this Agreement.

Section 3. Obligations of the HOA. The HOA agrees that the Project must be completed within one (1) year of receipt of the Grant Funds. The HOA agrees to use any and all Grant Funds from the City only towards the cost of the Project and for no other purpose. The HOA agrees to provide the City with the following information and documentation:

- (a) A budget for the Project;
- (b) Certified copies of incorporation as a nonprofit corporation under Indiana state law;
- (c) Appropriate documentation identifying the HOA as an Indiana nonprofit corporation in good standing;
- (d) Any audits, reviews, financial statements, or compilations available describing the financial condition of the HOA;
- (e) A Project end report describing how the Grant Funds were used and the impact of the dollars had on completing the Project; and
- (f) Other relevant documentation that the City requests.

Section 4. Non-profit Status. By executing this Agreement, the HOA hereby represents and warrants that it is a nonprofit entity in good standing.

Section 5. Use of Funds by the HOA. The Grant Funds received by the HOA pursuant to this Agreement shall be used only to assist with costs for the Project, and for no other purpose. If it is determined by the City that the Grant Funds have been misappropriated, or the HOA violates any term of this Agreement, this Agreement shall immediately be terminated and the HOA agrees to return all funds received from the City.

Section 6. Non-Exclusivity. The City and the HOA agree that the City may enter into other Grant Agreements or similar agreements, and the HOA shall not be the exclusive recipient of grants or donations from the City.

Section 7. Good Faith Cooperation. The City and the HOA agree to cooperate fully and in good faith, take additional actions, and execute additional documents as may be needed to fulfill the terms and intent of this Agreement.

Section 8. Effective Date and Term. This Agreement shall be effective upon the signing of both parties hereto, and shall be in effect until Project completion or one (1) year after the Grant Funds are awarded, which ever comes first, subject to termination pursuant to Section 5 of this Agreement. This Agreement may otherwise be terminated or extended only by a written agreement signed by authorized representatives of both the City and the HOA.

Section 9. Notices. Any notice or documentation required to be submitted pursuant to this Agreement shall be submitted in writing to the following addresses:

City of Westfield  
Attn: Community Development  
2728 E 171<sup>st</sup> Street  
Westfield, Indiana 46074

PINES OF WESTFIELD HOA  
Attn: ROBERT VORSILAK  
2401 Corsican Cir  
Westfield, Indiana 46074

Section 10. Non-Discrimination. The HOA agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance this Agreement or the Project, 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.

Section 11. Indemnification. The HOA shall defend, indemnify, and hold harmless the City and each and every past, present, and future official, representative, subsidiary, parent, division, affiliate, officer, director, employee, attorney, predecessor, and successor, both individually and in their representative capacities from and against all third party claims, demands, litigation and losses arising out of or concerning (1) the failure of the HOA to observe and perform any of its obligations under this Agreement and/or (2) any intentional or negligent act or omission by the HOA.

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

Section 13. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be

stricken, and all other provisions of this Agreement which can operate independently of such stricken provision(s) shall continue in full force and effect.

Section 14. Relationship of the Parties. The employees and/or agents of the City are not employees of the HOA by virtue of this Agreement, and vice versa. The HOA has no authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the City, except as expressly so stated in this Agreement or a duly authorized amendment hereto.

Section 15. Counsel and Understanding. Each Party warrants that: (a) it is represented by competent counsel with respect to this Agreement and all matters covered by it, or has waived the right to be so represented; (b) it has been fully advised by said counsel with respect to its rights and obligations and with respect to the execution of this Agreement or has waived the right to be so advised; and (c) it fully understands this Agreement and the effect of signing and executing it.

Section 16. Amendment. This Agreement may not be altered, amended, modified, or otherwise changed in any respect whatsoever except by a writing duly executed by an authorized representative of each of the Parties.

Section 17. Entire Agreement. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter herein, and there are no other terms, statements, obligations, or representations, oral or otherwise, of any nature whatsoever. This Agreement, along with all exhibits, attachments, or other documents

incorporated herein by reference, constitutes the entire agreement by and between the Parties and supersedes and replaces all prior negotiations, proposed agreement or agreements, written or oral, related to this Agreement or the matters addressed herein.

Section 18. Assignment. No Party hereto may assign or otherwise transfer this Agreement or any of its rights and obligations hereunder to any third party.

Section 19. Waiver. The failure of a Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

Section 20. Construction. The language of this Agreement shall be construed as a whole, according to its fair meaning and intent, and not strictly for or against any Party, regardless of who drafted or was principally responsible for drafting this Agreement or any specific term, provision, or condition. This Agreement is hereby deemed to have been drafted by all the Parties, and no Party shall urge otherwise.

Section 21. Warranty. Each Party represents and warrants that it has the full power and authority to enter into this Agreement and to perform all transactions, duties and obligations contained herein. Each signatory to this Agreement who signs on behalf of a Party represents and warrants that he or she has the authority to sign on behalf of that Party.

Section 22. Non-Appropriation. The Parties acknowledge that the City is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if the City's fiscal body should fail to appropriate the Grant Funds, this Agreement will become null and void. The City shall not be obligated to perform unless and until sufficient funds are appropriated.

Section 23. Counterparts. This Agreement may be executed in counterparts.

CITY OF WESTFIELD, INDIANA

\_\_\_\_\_  
Date

\_\_\_\_\_

PINES OF WESTFIELD HOA,

\_\_\_\_\_  
Date

\_\_\_\_\_

**CITY OF WESTFIELD, INDIANA**  
**NEIGHBORHOOD VIBRANCY GRANT AGREEMENT**

This Neighborhood Vibrancy Grant Agreement (“Agreement”) is entered into by and between the City of Westfield, Indiana (“City”) and THE LAKES OF WESTFIELD HOA (“HOA”) (each a “Party” and collectively “the Parties”) on this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

WHEREAS, the HOA is a Indiana nonprofit corporation organized to manage and maintain common areas and enforce rules within a community, such as a condominium or subdivision, and ensure the upkeep of shared spaces and adherence to community standards, which operates within the City;

WHEREAS, the City administers a Neighborhood Vibrancy Grant Program (“NVGP”) whereby the City provides funding for unique and innovative ideas that make the community a more vibrant place to live and positively impact the quality of life in the City;

WHEREAS, Ind. Code § 36-10-2-2, Ind. Code § 36-10-2-4, Ind. Code § 36-10-2-5, and State Board of Accounts guidance provide that the City may provide aid to recreation facilities and programs, community service facilities and programs, neighborhood

centers, community centers, and civic centers, and that a written contract should document the services provided; and

WHEREAS, the City and the HOA desire to enter into this Agreement to formalize the City's grant of funds to the HOA, and responsibilities and commitments related thereto.

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

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

Section 2. Grant Agreement. The City, after review and recommendation by the NVGP Committee and approval by the Board of Public Works and Safety, agrees to a one-time grant of a total of TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00) ("Grant Funds") to the HOA to assist with payments and costs related to the project described in the attached NVGP application ("Project"). The Grant Funds shall be used only in accordance with the terms of this Agreement.

Section 3. Obligations of the HOA. The HOA agrees that the Project must be completed within one (1) year of receipt of the Grant Funds. The HOA agrees to use any and all Grant Funds from the City only towards the cost of the Project and for no other purpose. The HOA agrees to provide the City with the following information and documentation:

- (a) A budget for the Project;
- (b) Certified copies of incorporation as a nonprofit corporation under Indiana state law;
- (c) Appropriate documentation identifying the HOA as an Indiana nonprofit corporation in good standing;
- (d) Any audits, reviews, financial statements, or compilations available describing the financial condition of the HOA;
- (e) A Project end report describing how the Grant Funds were used and the impact of the dollars had on completing the Project; and
- (f) Other relevant documentation that the City requests.

Section 4. Non-profit Status. By executing this Agreement, the HOA hereby represents and warrants that it is a nonprofit entity in good standing.

Section 5. Use of Funds by the HOA. The Grant Funds received by the HOA pursuant to this Agreement shall be used only to assist with costs for the Project, and for no other purpose. If it is determined by the City that the Grant Funds have been misappropriated, or the HOA violates any term of this Agreement, this Agreement shall immediately be terminated and the HOA agrees to return all funds received from the City.

Section 6. Non-Exclusivity. The City and the HOA agree that the City may enter into other Grant Agreements or similar agreements, and the HOA shall not be the exclusive recipient of grants or donations from the City.

Section 7. Good Faith Cooperation. The City and the POA agree to cooperate fully and in good faith, take additional actions, and execute additional documents as may be needed to fulfill the terms and intent of this Agreement.

Section 8. Effective Date and Term. This Agreement shall be effective upon the signing of both parties hereto, and shall be in effect until Project completion or one (1) year after the Grant Funds are awarded, which ever comes first, subject to termination pursuant to Section 5 of this Agreement. This Agreement may otherwise be terminated or extended only by a written agreement signed by authorized representatives of both the City and the HOA.

Section 9. Notices. Any notice or documentation required to be submitted pursuant to this Agreement shall be submitted in writing to the following addresses:

City of Westfield  
Attn: Community Development  
2728 E 171<sup>st</sup> Street  
Westfield, Indiana 46074

THE LAKES OF WESTFIELD HOA  
Attn: TIMOTHY LIST  
18101 Lake Winds Drive  
Westfield, Indiana 46074

Section 10. Non-Discrimination. The HOA agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement or the Project, 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.

Section 11. Indemnification. The HOA shall defend, indemnify, and hold harmless the City and each and every past, present, and future official, representative, subsidiary, parent, division, affiliate, officer, director, employee, attorney, predecessor, and successor, both individually and in their representative capacities from and against all third party claims, demands, litigation and losses arising out of or concerning (1) the failure of the HOA to observe and perform any of its obligations under this Agreement and/or (2) any intentional or negligent act or omission by the HOA.

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

Section 13. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be

stricken, and all other provisions of this Agreement which can operate independently of such stricken provision(s) shall continue in full force and effect.

Section 14. Relationship of the Parties. The employees and/or agents of the City are not employees of the HOA by virtue of this Agreement, and vice versa. The HOA has no authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the City, except as expressly so stated in this Agreement or a duly authorized amendment hereto.

Section 15. Counsel and Understanding. Each Party warrants that: (a) it is represented by competent counsel with respect to this Agreement and all matters covered by it, or has waived the right to be so represented; (b) it has been fully advised by said counsel with respect to its rights and obligations and with respect to the execution of this Agreement or has waived the right to be so advised; and (c) it fully understands this Agreement and the effect of signing and executing it.

Section 16. Amendment. This Agreement may not be altered, amended, modified, or otherwise changed in any respect whatsoever except by a writing duly executed by an authorized representative of each of the Parties.

Section 17. Entire Agreement. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter herein, and there are no other terms, statements, obligations, or representations, oral or otherwise, of any nature whatsoever. This Agreement, along with all exhibits, attachments, or other documents

incorporated herein by reference, constitutes the entire agreement by and between the Parties and supersedes and replaces all prior negotiations, proposed agreement or agreements, written or oral, related to this Agreement or the matters addressed herein.

Section 18. Assignment. No Party hereto may assign or otherwise transfer this Agreement or any of its rights and obligations hereunder to any third party.

Section 19. Waiver. The failure of a Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

Section 20. Construction. The language of this Agreement shall be construed as a whole, according to its fair meaning and intendment, and not strictly for or against any Party, regardless of who drafted or was principally responsible for drafting this Agreement or any specific term, provision, or condition. This Agreement is hereby deemed to have been drafted by all the Parties, and no Party shall urge otherwise.

Section 21. Warranty. Each Party represents and warrants that it has the full power and authority to enter into this Agreement and to perform all transactions, duties and obligations contained herein. Each signatory to this Agreement who signs on behalf of a Party represents and warrants that he or she has the authority to sign on behalf of that Party.

Section 22. Non-Appropriation. The Parties acknowledge that the City is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if the City's fiscal body should fail to appropriate the Grant Funds, this Agreement will become null and void. The City shall not be obligated to perform unless and until sufficient funds are appropriated.

Section 23. Counterparts. This Agreement may be executed in counterparts.

CITY OF WESTFIELD, INDIANA

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

THE LAKES OF WESTFIELD HOA,

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

**CITY OF WESTFIELD, INDIANA**  
**NEIGHBORHOOD VIBRANCY GRANT AGREEMENT**

This Neighborhood Vibrancy Grant Agreement (“Agreement”) is entered into by and between the City of Westfield, Indiana (“City”) and Village Farms Home Owners Association (“HOA”) (each a “Party” and collectively “the Parties”) on this \_\_\_\_ day of \_\_\_\_\_, 2026.

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

WHEREAS, the HOA is a Indiana nonprofit corporation organized to manage and maintain common areas and enforce rules within a community, such as a condominium or subdivision, and ensure the upkeep of shared spaces and adherence to community standards, which operates within the City;

WHEREAS, the City administers a Neighborhood Vibrancy Grant Program (“NVGP”) whereby the City provides funding for unique and innovative ideas that make the community a more vibrant place to live and positively impact the quality of life in the City;

WHEREAS, Ind. Code § 36-10-2-2, Ind. Code § 36-10-2-4, Ind. Code § 36-10-2-5, and State Board of Accounts guidance provide that the City may provide aid to recreation facilities and programs, community service facilities and programs, neighborhood

centers, community centers, and civic centers, and that a written contract should document the services provided; and

WHEREAS, the City and the HOA desire to enter into this Agreement to formalize the City's grant of funds to the HOA, and responsibilities and commitments related thereto.

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

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

Section 2. Grant Agreement. The City, after review and recommendation by the NVGP Committee and approval by the Board of Public Works and Safety, agrees to a one-time grant of a total of TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00) ("Grant Funds") to the HOA to assist with payments and costs related to the project described in the attached NVGP application ("Project"). The Grant Funds shall be used only in accordance with the terms of this Agreement.

Section 3. Obligations of the HOA. The HOA agrees that the Project must be completed within one (1) year of receipt of the Grant Funds. The HOA agrees to use any and all Grant Funds from the City only towards the cost of the Project and for no other purpose. The HOA agrees to provide the City with the following information and documentation:

- (a) A budget for the Project;
- (b) Certified copies of incorporation as a nonprofit corporation under Indiana state law;
- (c) Appropriate documentation identifying the HOA as an Indiana nonprofit corporation in good standing;
- (d) Any audits, reviews, financial statements, or compilations available describing the financial condition of the HOA;
- (e) A Project end report describing how the Grant Funds were used and the impact of the dollars had on completing the Project; and
- (f) Other relevant documentation that the City requests.

Section 4. Non-profit Status. By executing this Agreement, the HOA hereby represents and warrants that it is a nonprofit entity in good standing.

Section 5. Use of Funds by the HOA. The Grant Funds received by the HOA pursuant to this Agreement shall be used only to assist with costs for the Project, and for no other purpose. If it is determined by the City that the Grant Funds have been misappropriated, or the HOA violates any term of this Agreement, this Agreement shall immediately be terminated and the HOA agrees to return all funds received from the City.

Section 6. Non-Exclusivity. The City and the HOA agree that the City may enter into other Grant Agreements or similar agreements, and the HOA shall not be the exclusive recipient of grants or donations from the City.

Section 7. Good Faith Cooperation. The City and the HOA agree to cooperate fully and in good faith, take additional actions, and execute additional documents as may be needed to fulfill the terms and intent of this Agreement.

Section 8. Effective Date and Term. This Agreement shall be effective upon the signing of both parties hereto, and shall be in effect until Project completion or one (1) year after the Grant Funds are awarded, which ever comes first, subject to termination pursuant to Section 5 of this Agreement. This Agreement may otherwise be terminated or extended only by a written agreement signed by authorized representatives of both the City and the HOA.

Section 9. Notices. Any notice or documentation required to be submitted pursuant to this Agreement shall be submitted in writing to the following addresses:

City of Westfield  
Attn: Community Development  
2728 E 171<sup>st</sup> Street  
Westfield, Indiana 46074

Village Farms HOA  
Attn: Steve Castle  
453 East Greyhound Pass  
Westfield, Indiana 46074

Section 10. Non-Discrimination. The HOA agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement or the Project, 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.

Section 11. Indemnification. The HOA shall defend, indemnify, and hold harmless the City and each and every past, present, and future official, representative, subsidiary, parent, division, affiliate, officer, director, employee, attorney, predecessor, and successor, both individually and in their representative capacities from and against all third party claims, demands, litigation and losses arising out of or concerning (1) the failure of the HOA to observe and perform any of its obligations under this Agreement and/or (2) any intentional or negligent act or omission by the HOA.

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

Section 13. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be

stricken, and all other provisions of this Agreement which can operate independently of such stricken provision(s) shall continue in full force and effect.

Section 14. Relationship of the Parties. The employees and/or agents of the City are not employees of the HOA by virtue of this Agreement, and vice versa. The HOA has no authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the City, except as expressly so stated in this Agreement or a duly authorized amendment hereto.

Section 15. Counsel and Understanding. Each Party warrants that: (a) it is represented by competent counsel with respect to this Agreement and all matters covered by it, or has waived the right to be so represented; (b) it has been fully advised by said counsel with respect to its rights and obligations and with respect to the execution of this Agreement or has waived the right to be so advised; and (c) it fully understands this Agreement and the effect of signing and executing it.

Section 16. Amendment. This Agreement may not be altered, amended, modified, or otherwise changed in any respect whatsoever except by a writing duly executed by an authorized representative of each of the Parties.

Section 17. Entire Agreement. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter herein, and there are no other terms, statements, obligations, or representations, oral or otherwise, of any nature whatsoever. This Agreement, along with all exhibits, attachments, or other documents

incorporated herein by reference, constitutes the entire agreement by and between the Parties and supersedes and replaces all prior negotiations, proposed agreement or agreements, written or oral, related to this Agreement or the matters addressed herein.

Section 18. Assignment. No Party hereto may assign or otherwise transfer this Agreement or any of its rights and obligations hereunder to any third party.

Section 19. Waiver. The failure of a Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

Section 20. Construction. The language of this Agreement shall be construed as a whole, according to its fair meaning and intendment, and not strictly for or against any Party, regardless of who drafted or was principally responsible for drafting this Agreement or any specific term, provision, or condition. This Agreement is hereby deemed to have been drafted by all the Parties, and no Party shall urge otherwise.

Section 21. Warranty. Each Party represents and warrants that it has the full power and authority to enter into this Agreement and to perform all transactions, duties and obligations contained herein. Each signatory to this Agreement who signs on behalf of a Party represents and warrants that he or she has the authority to sign on behalf of that Party.

Section 22. Non-Appropriation. The Parties acknowledge that the City is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if the City's fiscal body should fail to appropriate the Grant Funds, this Agreement will become null and void. The City shall not be obligated to perform unless and until sufficient funds are appropriated.

Section 23. Counterparts. This Agreement may be executed in counterparts.

CITY OF WESTFIELD, INDIANA

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

VILLAGE FARMS HOA.

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

**CITY OF WESTFIELD, INDIANA**  
**NEIGHBORHOOD VIBRANCY GRANT AGREEMENT**

This Neighborhood Vibrancy Grant Agreement (“Agreement”) is entered into by and between the City of Westfield, Indiana (“City”) and Viking Meadows Home Owners Association (“HOA”) (each a “Party” and collectively “the Parties”) on this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

WHEREAS, the HOA is a Indiana nonprofit corporation organized to manage and maintain common areas and enforce rules within a community, such as a condominium or subdivision, and ensure the upkeep of shared spaces and adherence to community standards, which operates within the City;

WHEREAS, the City administers a Neighborhood Vibrancy Grant Program (“NVGP”) whereby the City provides funding for unique and innovative ideas that make the community a more vibrant place to live and positively impact the quality of life in the City;

WHEREAS, Ind. Code § 36-10-2-2, Ind. Code § 36-10-2-4, Ind. Code § 36-10-2-5, and State Board of Accounts guidance provide that the City may provide aid to recreation facilities and programs, community service facilities and programs, neighborhood

centers, community centers, and civic centers, and that a written contract should document the services provided; and

WHEREAS, the City and the HOA desire to enter into this Agreement to formalize the City's grant of funds to the HOA, and responsibilities and commitments related thereto.

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

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

Section 2. Grant Agreement. The City, after review and recommendation by the NVGP Committee and approval by the Board of Public Works and Safety, agrees to a one-time grant of a total of TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00) ("Grant Funds") to the HOA to assist with payments and costs related to the project described in the attached NVGP application ("Project"). The Grant Funds shall be used only in accordance with the terms of this Agreement.

Section 3. Obligations of the HOA. The HOA agrees that the Project must be completed within one (1) year of receipt of the Grant Funds. The HOA agrees to use any and all Grant Funds from the City only towards the cost of the Project and for no other purpose. The HOA agrees to provide the City with the following information and documentation:

- (a) A budget for the Project;
- (b) Certified copies of incorporation as a nonprofit corporation under Indiana state law;
- (c) Appropriate documentation identifying the HOA as an Indiana nonprofit corporation in good standing;
- (d) Any audits, reviews, financial statements, or compilations available describing the financial condition of the HOA;
- (e) A Project end report describing how the Grant Funds were used and the impact of the dollars had on completing the Project; and
- (f) Other relevant documentation that the City requests.

Section 4. Non-profit Status. By executing this Agreement, the HOA hereby represents and warrants that it is a nonprofit entity in good standing.

Section 5. Use of Funds by the HOA. The Grant Funds received by the HOA pursuant to this Agreement shall be used only to assist with costs for the Project, and for no other purpose. If it is determined by the City that the Grant Funds have been misappropriated, or the HOA violates any term of this Agreement, this Agreement shall immediately be terminated and the HOA agrees to return all funds received from the City.

Section 6. Non-Exclusivity. The City and the HOA agree that the City may enter into other Grant Agreements or similar agreements, and the HOA shall not be the exclusive recipient of grants or donations from the City.

Section 7. Good Faith Cooperation. The City and the HOA agree to cooperate fully and in good faith, take additional actions, and execute additional documents as may be needed to fulfill the terms and intent of this Agreement.

Section 8. Effective Date and Term. This Agreement shall be effective upon the signing of both parties hereto, and shall be in effect until Project completion or one (1) year after the Grant Funds are awarded, which ever comes first, subject to termination pursuant to Section 5 of this Agreement. This Agreement may otherwise be terminated or extended only by a written agreement signed by authorized representatives of both the City and the HOA.

Section 9. Notices. Any notice or documentation required to be submitted pursuant to this Agreement shall be submitted in writing to the following addresses:

City of Westfield  
Attn: Community Development  
2728 E 171<sup>st</sup> Street  
Westfield, Indiana 46074

Viking Meadows HOA  
Attn: Rosie Acklin  
15735 Capital Spending Rd.  
Westfield, Indiana 46074

Section 10. Non-Discrimination. The HOA agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance this Agreement or the Project, 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.

Section 11. Indemnification. The HOA shall defend, indemnify, and hold harmless the City and each and every past, present, and future official, representative, subsidiary, parent, division, affiliate, officer, director, employee, attorney, predecessor, and successor, both individually and in their representative capacities from and against all third party claims, demands, litigation and losses arising out of or concerning (1) the failure of the HOA to observe and perform any of its obligations under this Agreement and/or (2) any intentional or negligent act or omission by the HOA.

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

Section 13. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be

stricken, and all other provisions of this Agreement which can operate independently of such stricken provision(s) shall continue in full force and effect.

Section 14. Relationship of the Parties. The employees and/or agents of the City are not employees of the HOA by virtue of this Agreement, and vice versa. The HOA has no authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the City, except as expressly so stated in this Agreement or a duly authorized amendment hereto.

Section 15. Counsel and Understanding. Each Party warrants that: (a) it is represented by competent counsel with respect to this Agreement and all matters covered by it, or has waived the right to be so represented; (b) it has been fully advised by said counsel with respect to its rights and obligations and with respect to the execution of this Agreement or has waived the right to be so advised; and (c) it fully understands this Agreement and the effect of signing and executing it.

Section 16. Amendment. This Agreement may not be altered, amended, modified, or otherwise changed in any respect whatsoever except by a writing duly executed by an authorized representative of each of the Parties.

Section 17. Entire Agreement. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter herein, and there are no other terms, statements, obligations, or representations, oral or otherwise, of any nature whatsoever. This Agreement, along with all exhibits, attachments, or other documents

incorporated herein by reference, constitutes the entire agreement by and between the Parties and supersedes and replaces all prior negotiations, proposed agreement or agreements, written or oral, related to this Agreement or the matters addressed herein.

Section 18. Assignment. No Party hereto may assign or otherwise transfer this Agreement or any of its rights and obligations hereunder to any third party.

Section 19. Waiver. The failure of a Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

Section 20. Construction. The language of this Agreement shall be construed as a whole, according to its fair meaning and intendment, and not strictly for or against any Party, regardless of who drafted or was principally responsible for drafting this Agreement or any specific term, provision, or condition. This Agreement is hereby deemed to have been drafted by all the Parties, and no Party shall urge otherwise.

Section 21. Warranty. Each Party represents and warrants that it has the full power and authority to enter into this Agreement and to perform all transactions, duties and obligations contained herein. Each signatory to this Agreement who signs on behalf of a Party represents and warrants that he or she has the authority to sign on behalf of that Party.

Section 22. Non-Appropriation. The Parties acknowledge that the City is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if the City's fiscal body should fail to appropriate the Grant Funds, this Agreement will become null and void. The City shall not be obligated to perform unless and until sufficient funds are appropriated.

Section 23. Counterparts. This Agreement may be executed in counterparts.

CITY OF WESTFIELD, INDIANA

\_\_\_\_\_ Date

\_\_\_\_\_

VIKING MEADOWS HOA.

\_\_\_\_\_ Date

\_\_\_\_\_

**CITY OF WESTFIELD, INDIANA**  
**NEIGHBORHOOD VIBRANCY GRANT AGREEMENT**

This Neighborhood Vibrancy Grant Agreement (“Agreement”) is entered into by and between the City of Westfield, Indiana (“City”) and CONVENTRY POA (“POA”) (each a “Party” and collectively “the Parties”) on this \_\_\_\_ day of \_\_\_\_\_, 2026.

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

WHEREAS, the HOA is a Indiana nonprofit corporation organized to manage and maintain common areas and enforce rules within a community, such as a condominium or subdivision, and ensure the upkeep of shared spaces and adherence to community standards, which operates within the City;

WHEREAS, the City administers a Neighborhood Vibrancy Grant Program (“NVGP”) whereby the City provides funding for unique and innovative ideas that make the community a more vibrant place to live and positively impact the quality of life in the City;

WHEREAS, Ind. Code § 36-10-2-2, Ind. Code § 36-10-2-4, Ind. Code § 36-10-2-5, and State Board of Accounts guidance provide that the City may provide aid to recreation facilities and programs, community service facilities and programs, neighborhood centers, community centers, and civic centers, and that a written contract should document the services provided; and

WHEREAS, the City and the POA desire to enter into this Agreement to formalize the City's grant of funds to the POA, and responsibilities and commitments related thereto.

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

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

Section 2. Grant Agreement. The City, after review and recommendation by the NVGP Committee and approval by the Board of Public Works and Safety, agrees to a one-time grant of a total of TEN THOUSAND DOLLARS AND ZERO CENTS (\$10,000.00) ("Grant Funds") to the POA to assist with payments and costs related to the project described in the attached NVGP application ("Project"). The Grant Funds shall be used only in accordance with the terms of this Agreement.

Section 3. Obligations of the HOA. The POA agrees that the Project must be completed within one (1) year of receipt of the Grant Funds. The POA agrees to use any and all Grant Funds from the City only towards the cost of the Project and for no other purpose. The HOA agrees to provide the City with the following information and documentation:

- (a) A budget for the Project;

(b) Certified copies of incorporation as a nonprofit corporation under Indiana state law;

(c) Appropriate documentation identifying the POA as an Indiana nonprofit corporation in good standing;

(d) Any audits, reviews, financial statements, or compilations available describing the financial condition of the POA;

(e) A Project end report describing how the Grant Funds were used and the impact of the dollars had on completing the Project; and

(f) Other relevant documentation that the City requests.

Section 4. Non-profit Status. By executing this Agreement, the POA hereby represents and warrants that it is a nonprofit entity in good standing.

Section 5. Use of Funds by the POA. The Grant Funds received by the POA pursuant to this Agreement shall be used only to assist with costs for the Project, and for no other purpose. If it is determined by the City that the Grant Funds have been misappropriated, or the POA violates any term of this Agreement, this Agreement shall immediately be terminated and the POA agrees to return all funds received from the City.

Section 6. Non-Exclusivity. The City and the POA agree that the City may enter into other Grant Agreements or similar agreements, and the POA shall not be the exclusive recipient of grants or donations from the City.

Section 7. Good Faith Cooperation. The City and the POA agree to cooperate fully and in good faith, take additional actions, and execute additional documents as may be needed to fulfill the terms and intent of this Agreement.

Section 8. Effective Date and Term. This Agreement shall be effective upon the signing of both parties hereto, and shall be in effect until Project completion or one (1) year after the Grant Funds are awarded, which ever comes first, subject to termination pursuant to Section 5 of this Agreement. This Agreement may otherwise be terminated or extended only by a written agreement signed by authorized representatives of both the City and the HOA.

Section 9. Notices. Any notice or documentation required to be submitted pursuant to this Agreement shall be submitted in writing to the following addresses:

City of Westfield  
Attn: Community Development  
2728 E 171<sup>st</sup> Street  
Westfield, Indiana 46074

CONVENTRY POA  
Attn: NINA WHITESEL  
4762 W. 1050 S  
Pendleton, Indiana 46064

Section 10. Non-Discrimination. The POA agrees that it will not discriminate against any employee or applicant for employment to be employed in the performance this Agreement or the Project, 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.

Section 11. Indemnification. The POA shall defend, indemnify, and hold harmless the City and each and every past, present, and future official, representative, subsidiary, parent, division, affiliate, officer, director, employee, attorney, predecessor, and successor, both individually and in their representative capacities from and against all third party claims, demands, litigation and losses arising out of or concerning (1) the failure of the POA to observe and perform any of its obligations under this Agreement and/or (2) any intentional or negligent act or omission by the POA.

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

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

Section 14. Relationship of the Parties. The employees and/or agents of the City are not employees of the POA by virtue of this Agreement, and vice versa. The POA has no authority to assume or to create any obligation or responsibility, express or implied,

on behalf of or in the name of the City, except as expressly so stated in this Agreement or a duly authorized amendment hereto.

Section 15. Counsel and Understanding. Each Party warrants that: (a) it is represented by competent counsel with respect to this Agreement and all matters covered by it, or has waived the right to be so represented; (b) it has been fully advised by said counsel with respect to its rights and obligations and with respect to the execution of this Agreement or has waived the right to be so advised; and (c) it fully understands this Agreement and the effect of signing and executing it.

Section 16. Amendment. This Agreement may not be altered, amended, modified, or otherwise changed in any respect whatsoever except by a writing duly executed by an authorized representative of each of the Parties.

Section 17. Entire Agreement. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter herein, and there are no other terms, statements, obligations, or representations, oral or otherwise, of any nature whatsoever. This Agreement, along with all exhibits, attachments, or other documents incorporated herein by reference, constitutes the entire agreement by and between the Parties and supersedes and replaces all prior negotiations, proposed agreement or agreements, written or oral, related to this Agreement or the matters addressed herein.

Section 18. Assignment. No Party hereto may assign or otherwise transfer this Agreement or any of its rights and obligations hereunder to any third party.

Section 19. Waiver. The failure of a Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

Section 20. Construction. The language of this Agreement shall be construed as a whole, according to its fair meaning and intentment, and not strictly for or against any Party, regardless of who drafted or was principally responsible for drafting this Agreement or any specific term, provision, or condition. This Agreement is hereby deemed to have been drafted by all the Parties, and no Party shall urge otherwise.

Section 21. Warranty. Each Party represents and warrants that it has the full power and authority to enter into this Agreement and to perform all transactions, duties and obligations contained herein. Each signatory to this Agreement who signs on behalf of a Party represents and warrants that he or she has the authority to sign on behalf of that Party.

Section 22. Non-Appropriation. The Parties acknowledge that the City is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if the City's fiscal body should fail to appropriate the Grant Funds, this Agreement will become null and void. The City shall not be obligated to perform unless and until sufficient funds are appropriated.

Section 23. Counterparts. This Agreement may be executed in counterparts.

CITY OF WESTFIELD, INDIANA

\_\_\_\_\_  
Date  
\_\_\_\_\_

CONVENTRY POA\_

\_\_\_\_\_  
Date  
\_\_\_\_\_

**1. Federal Award No.**

**2. Effective Date**  
See No. 15 Below

**3. Assistance Listings No.**  
20.939

**4. Award To**  
City of Westfield  
2728 E. 171st Street  
Westfield, IN 46074-9734  
  
Unique Entity Id.: DN3JH4ABQWE7  
TIN No.: 35-1111142

**5. Sponsoring Office**  
U.S. Department of Transportation  
Federal Highway Administration  
Office of Safety  
1200 New Jersey Avenue, SE  
HSSA-1, Mail Drop W56-485  
Washington, DC 20590

**6. Period of Performance**  
Effective Date of Award – 30-month

<b>7. Total Amount</b>	
Federal Share:	\$200,000.00
Recipient Share:	\$50,000.00
Other Federal Funds:	\$0
Other Funds:	\$0
Total:	\$250,000.00

**8. Type of Agreement**  
Grant

**9. Authority**  
Section 24112 of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. 117–58, November 15, 2021)

**10. Procurement Request No.**  
[insert PR number]

**11. Federal Funds Obligated**  
\$200,000

**12. Submit Payment Requests To**  
See Article 5.

**13. Description of the Project**  
City of Westfield Comprehensive Safety Action Plan.

**RECIPIENT**

**14. Signature of Person Authorized to Sign**

---

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name: Michael Pearce  
Title: Director of Engineering

**FEDERAL HIGHWAY ADMINISTRATION**

**15. Signature of Agreement Officer**

---

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Agreement Officer

**U.S. DEPARTMENT OF TRANSPORTATION**

**GRANT AGREEMENT UNDER THE  
FISCAL YEAR 2025 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the United States Department of Transportation’s (the “USDOT”) Federal Highway Administration (the “FHWA”) and the [City of Westfield](#) (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“SS4A”) Grant for the [City of Westfield Comprehensive Safety Action Plan](#).

The parties therefore agree to the following:

**Article 1  
GENERAL TERMS AND CONDITIONS**

**1.1 General Terms and Conditions.**

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2025 Safe Streets and Roads for All (“SS4A”) Grant Program,” dated January 22, 2026 which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under “Fiscal Year 2025.” Articles 7–33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

**Article 2**  
**APPLICATION, PROJECT, AND AWARD**

**2.1 Application.**

Application Title: City of Westfield Comprehensive Safety Action Plan

Application Date: 06/26/2025

**2.2 Award Amount.**

SS4A Grant Amount: \$200,000.00

**2.3 Federal Obligation Information.**

Federal Obligation Type: Single

**2.4 Budget Period.**

Budget Period: See Block 6 of Page 1

**2.5 Grant Designation.**

Designation: Planning and Demonstration

**Article 3**  
**SUMMARY PROJECT INFORMATION**

**3.1 Summary of Project’s Statement of Work.**

Narrative: This award is for action plan

This award will be used by the City of Westfield, Indiana to develop a Comprehensive Safety Action Plan covering the city limits. Work includes stakeholder outreach; high-injury network and hotspot methodology; 5-year crash analysis; policy review; a prioritized list of Proven Safety Countermeasures and implementation-ready projects; and performance, implementation, and evaluation frameworks to reduce fatal and serious-injury crashes.

The project will be completed in one phase.

**3.2 Project’s Estimated Schedule.**

**Action Plan Schedule**

<b>Milestone</b>	<b>Schedule Date</b>
Planned Final Plan Publicly Available Date:	7/15/2028
Planned SS4A Final Report Date:	10/01/2028

**3.3 Project’s Estimated Costs.**

(a) Eligible Project Costs

<b>Eligible Project Costs</b>	
SS4A Grant Amount:	\$200,000
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$50,000
In-Kind Match:	\$0
Other Funds:	\$0
<b>Total Eligible Project Cost:</b>	<b>\$250,000</b>

(b) Cost Classification Table

Cost Classification	Total Costs	Non-SS4A Previously Incurred Costs	Eligible Costs
Administrative and legal expenses	\$125,000	\$0	\$100,000
Miscellaneous	\$115,000	\$0	\$95,000
Contingency	\$10,000	\$0	\$5,000
Project Total	\$250,000.00	\$0	\$200,000.00

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

**Article 4**  
**CONTACT INFORMATION**

**4.1 Recipient Contact(s).**

Chad Mills  
Senior Project Manager  
City of Westfield – Public Works  
2728 E. 171st Street  
Westfield, IN 46074-9734  
317-439-6602  
cdmills@westfield.in.gov

**4.2 Recipient Key Personnel.**

Name	Title or Position
Chad Mills	Senior Project Manager
Michael Pearce	Director of Engineering

#### 4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager  
Federal Highway Administration  
Office of Safety  
HSSA-1, Mail Stop: W56-485  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
[SS4A.FHWA@dot.gov](mailto:SS4A.FHWA@dot.gov)

and

Agreement Officer (AO)  
Federal Highway Administration  
Office of Competitive Grants and Workforce Programs  
HACG-30, Mail Stop W51-232  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
[HCFASS4A@dot.gov](mailto:HCFASS4A@dot.gov)

and

Division Administrator – Indiana  
Agreement Officer’s Representative (AOR)  
575 N Pennsylvania St, Room 154  
(317) 226-7475  
[Indiana.FHWA@dot.gov](mailto:Indiana.FHWA@dot.gov)

And

Paige Story  
Indiana Division Office Lead Point of Contact  
Community Planner  
575 N Pennsylvania St, Room 154  
(317) 226-7476  
[Paige.story@dot.gov](mailto:Paige.story@dot.gov)

**Article 5**  
**USDOT ADMINISTRATIVE INFORMATION**

**5.1 Office for Subaward and Contract Authorization.**

USDOT Office for Subaward and Contract Authorization: FHWA Office of Competitive Grants and Workforce Programs

**SUBAWARDS AND CONTRACTS APPROVAL**

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

**5.2 Reimbursement Requests**

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient’s supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient’s share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer’s Representative (the “AOR”) may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on, and requirements related to pursuing a waiver.

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

## **Article 6**

### **SPECIAL GRANT TERMS**

**6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.

**6.2** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

**6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.

**6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the [Action Plan](#) will be made publicly available and agrees that it will publish the final [Action Plan](#) on a publicly available website.

**6.5** There are no other special grant requirements.

**ATTACHMENT A**  
**PERFORMANCE MEASUREMENT INFORMATION**

**Study Area:** City of Westfield Municipal Boundary

**Table 1: Performance Measure Table**

<b>Measure</b>	<b>Category and Description</b>	<b>Measurement Frequency and Reporting Deadline</b>
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

**ATTACHMENT B**  
**CHANGES FROM APPLICATION**

**Scope:** N/A

**Schedule:**

The application schedule anticipated a duration of 12 months. The schedule has been extended to 24 months to allow time for consultant procurement and completion of the final report. These activities were not anticipated in the application schedule.

**Budget:** N/A

**ATTACHMENT C**

**[RESERVED]**

**ATTACHMENT D**

**[RESERVED]**

**ATTACHMENT E  
LABOR AND WORK**

**1. Efforts to Support Good-Paying Jobs and Strong Labor Standards**

The Recipient states that rows marked with “X” in the following table align with the application:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including union participation or project labor agreements which promote cost-effectiveness and open competition. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
X	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

**2. Supporting Narrative.**

This project allows for free and fair choice to join a union according to applicable laws. This grant agreement will procure a consultant, supporting good paying jobs. The procurement process will be open to the public for fair bidding practices and equal opportunity rights.

**ATTACHMENT F**  
**CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE**

**1. Efforts to Strengthen the Security and Resilience of Critical Infrastructure Against Both Physical and Cyber Threats.**

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.
X	Not applicable. Grant does not require the purchase of information technology or operational technology.

**2. Supporting Narrative.**

Not applicable. Grant does not require the purchase of information technology or operational technology.

**DEDICATION OF PUBLIC RIGHT OF WAY**

**THIS INDENTURE WITNESSETH**, that Charles Clarke A/K/A Charlie Clarke and Heidi Clarke, 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 20<sup>th</sup> day of March, 2026.

GRANTORS:

Charles J Clarke

Name: Charles J Clarke

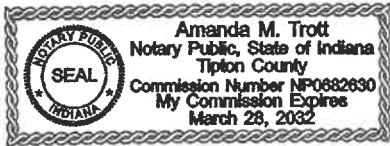
Heidi H. Clarke

Name: Heidi H. Clarke

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Hamilton )

Before me, a Notary Public in and for said County and State, personally appeared Charles Clarke and Heidi Clarke, who acknowledged the execution of this Dedication of Public Right of Way.

Witness my hand and Notarial Seal this 20 day of March, 2026.



Amanda M. Trott  
Notary Signature

Amanda m. Trott  
Printed

My Commission Expires:  
March 28, 2032  
My County of Residence:  
Tipton  
My Commission Number:  
NP0682630

Grantee's address and return after recording: 2728 East 171<sup>st</sup> Street, Westfield, IN 46074.

This document prepared by: Kaitlin Glazier; City of Westfield, IN, 2728 East 171<sup>st</sup> 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"

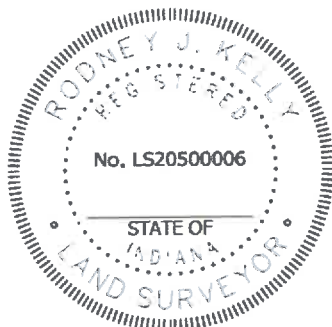
Sheet 1 of 3

Parcel: 12  
Key Number: 29-10-07-002-016.000-015  
Type: Fee Simple

A part of Lot 12 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. 2017053888, 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 northeast corner of said Lot 12; thence South 0 degree 16 minutes 44 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 east line of the grantor's land 4.00 feet; thence South 89 degrees 24 minutes 54 seconds West 356.69 feet to the west line of the grantor's land; thence on and along said west line of the grantor's land North 0 degree 15 minutes 28 seconds West 5.18 feet to the south right of way of 161st Street; thence North 89 degrees 36 minutes 13 seconds East on and along said south right of way 356.68 feet to the point of beginning, containing 0.038 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.

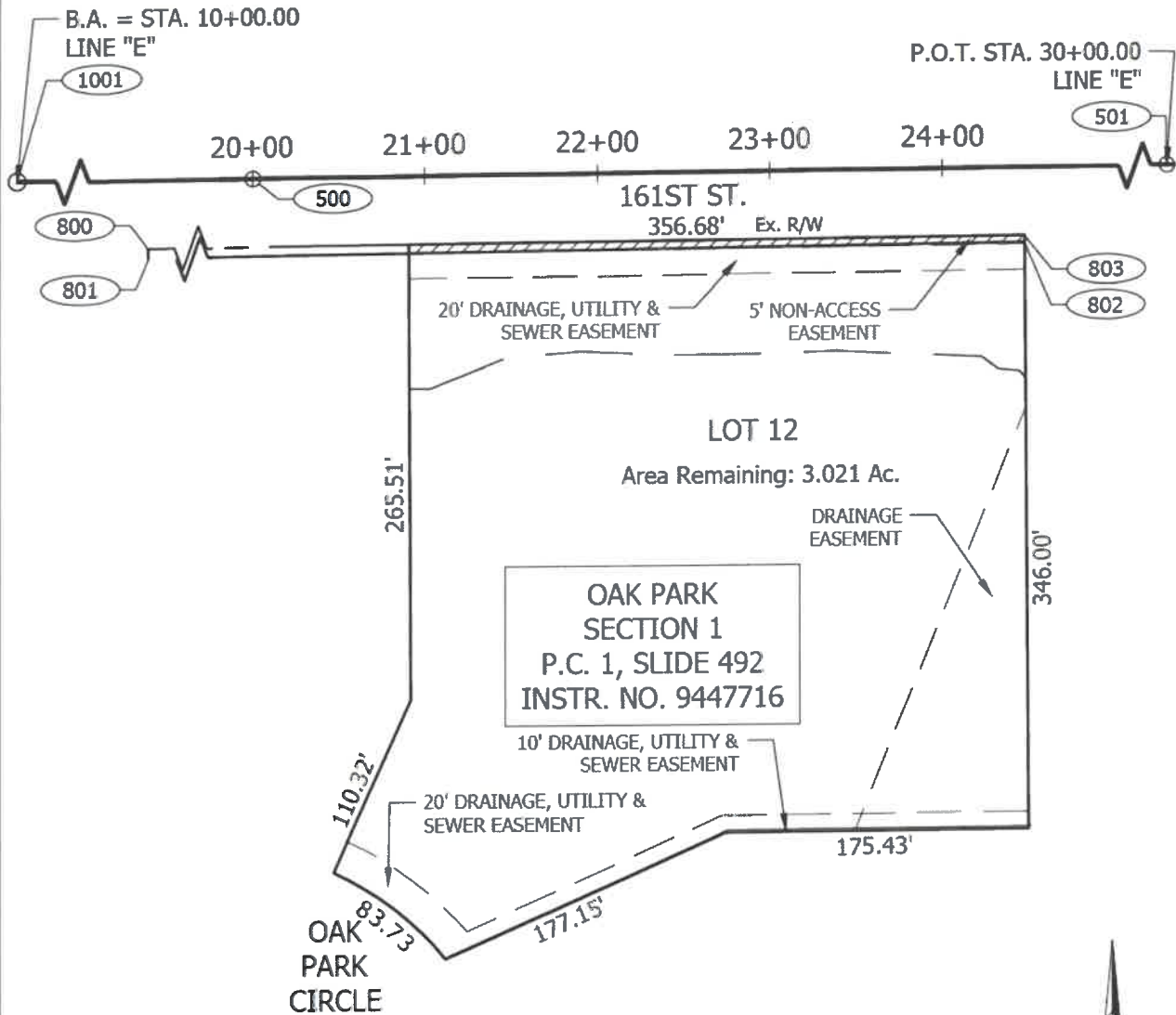


**THE ETICA GROUP, INC.**  
  
**Rodney J. Kelly**

**License No. LS20500006, State of Indiana**

**Exhibit "B"**  
**Right of Way Parcel Plat**  
 Prepared for City of Westfield

SHEET 2 OF 3



SUBJECT TO THE STATUTORY EASEMENT OF THE "OAK PARK DRAIN"



Owner: Charlie Clarke, Et Ux  
 Parcel: 12  
 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. 2017053888 Dated: 10/26/17

Dimensions Shown Are From The Above Listed Record Documents.

**Exhibit "B"**  
**Right of Way Parcel Plat**  
 Prepared for City of Westfield

SHEET 3 OF 3

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

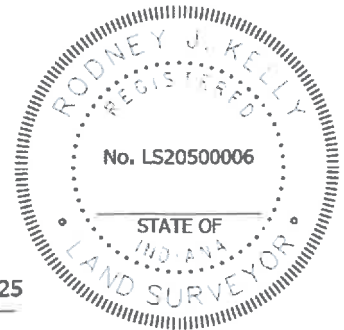
**SURVEYOR'S STATEMENT:**

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

October 16, 2025  
DATE



Etica Group Project No: 240094

Owner: Charlie Clarke, Et Ux  
 Parcel: 12  
 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

## 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 EnvelopiQ, LLC, 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 five (5) years 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. Service 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 171<sup>st</sup> Street, Westfield, Indiana 46074; Attn: Christopher Larsen; with a copy to City of Westfield Chief of Legal, Kaitlin Glazier, 2728 East 171<sup>st</sup> Street, Westfield, Indiana 46074 and (b) to Service Provider at: 905 North Capitol Ave., Indianapolis, IN 46204 Ste. 200 Attn: Matt Isbell. 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.

**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, defend, and hold harmless the City and its respective officers, agents, and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of 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 attorney's fees and all costs and other expenses arising 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.

**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 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: \_\_\_\_\_  
Christopher Larsen; Director of Informatics

SERVICE PROVIDER:

EnvelopiQ, LLC

By: \_\_\_\_\_  
Matt Isbell; President

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Exhibit B	Schedule of the Services
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## EXHIBIT A

### Description of the Services

Service Provider shall perform the following scope of services under this Agreement:

This Agreement establishes a lifecycle-based service model designed to ensure the continuous performance, reliability, and evolution of the City's technology systems. Rather than a traditional maintenance approach, this program delivers ongoing system stewardship through proactive monitoring, continuous commissioning, software updates, and planned hardware refresh. The objective is simple: systems that work as intended on day one and continue to perform, adapt, and improve over time. EnvelopiQ serves as the City's technology steward, aligning system performance with operational needs while reducing risk, minimizing disruption, and extending long-term value.

#### Scope of Work

**The services defined below are structured as a continuous lifecycle management program, not a periodic maintenance schedule.**

To optimize the sophisticated technology of your equipment and its impact on your business, it is critical to provide trained personnel to assist in managing your systems. Our highly trained personnel will work to assure that the building systems listed in this Agreement are operating at peak efficiency in support of your specific facility and organizational objectives. After an initial assessment of the equipment to be covered by this Agreement (the "Qualified Products"), the specific responsibilities under this Agreement include the following:

- Perform continuous commissioning and lifecycle management activities to ensure systems operate as intended across real-world conditions, evolving operational demands, and manufacturer guidelines.
- This program maintains alignment between system performance and the City's operational needs through ongoing monitoring, optimization, and informed intervention. EnvelopiQ will identify emerging risks, performance gaps, and lifecycle considerations, and provide clear recommendations to sustain reliability and system integrity over time.
- Rather than relying on reactive maintenance, this approach is designed to sustain consistent system performance, extend useful life, and reduce operational disruption through proactive management and planned lifecycle actions.

#### Functional Testing Services

Functional performance validation will be conducted on a recurring basis to ensure each system operates as intended within real-world conditions. These activities go beyond static testing and are designed to verify system reliability, responsiveness, and integration across the broader building environment.

This agreement includes proactive maintenance, continuous software updates, planned hardware refresh cycles, and ongoing technical support. Together, these elements ensure that each system remains current, secure, and aligned with evolving operational needs.

The result is a technology environment that does not degrade over time, but instead remains stable, supported, and intentionally improved throughout its lifecycle.

#### Lifecycle Outcomes

This program is designed to deliver the following outcomes:

- Systems that remain operational, reliable, and user-ready at all times
- Reduced unplanned downtime through proactive intervention
- Continuous alignment between technology performance and facility operations

- Predictable lifecycle planning through structured refresh and update cycles
- A single accountable partner for system performance over time

### Additional Scope Notes:

All services under this agreement are delivered as part of a structured program, minimizing the need for reactive, time-and-material interventions.

### Contact Information

<b>Client Contact</b>		
SAMUEL RIVARD	Senior Project Manager Informatics	srivard@westfield.in.gov
CHRISTOPHER LARSEN	Director of Informatics	clarsen@westfield.in.gov
<b>Support Access &amp; Response</b>		
<p>As part of the Technology Lifecycle Services Program, the City is provided with continuous access to EnvelopiQ support resources, including 24/7 response coverage across all operating hours, including weekends and holidays.</p> <p>Service requests are managed through a centralized support process to ensure rapid triage, clear communication, and coordinated response. Upon request, a support representative will promptly confirm scope, site conditions, and response timing.</p> <p><b>Priority Response Time</b> Systems covered under this program receive priority response and service coordination. Requests are addressed based on operational impact and system criticality to ensure timely resolution and minimal disruption.</p> <p><b>Contact Information</b> <b>+1 (317) 259-7604 Option 1</b> <a href="mailto:IN-Service@envelopgroup.com">IN-Service@envelopgroup.com</a></p>		
<b>Operating Hours and Recognized Holidays</b>		
Normal business hours are Monday to Friday, 7:30 a.m. to 4:30 p.m. Recognized holidays include:		
<ul style="list-style-type: none"> <li>- New Year's Day</li> <li>- Martin Luther King Day</li> <li>- Memorial Day</li> <li>- Independence Day (July 4)</li> <li>- Labor Day</li> </ul>	<ul style="list-style-type: none"> <li>- Thanksgiving</li> <li>- Thanksgiving Friday</li> <li>- Christmas Eve</li> <li>- Christmas Day</li> </ul>	

### Relationship to TlaaS Program Structure

This Technology Lifecycle Service Program is a core component of the City's Technology Infrastructure as a Service (TlaaS) model for Fire Station #85 and is designed to operate in direct alignment with the associated municipal lease.

Under this structure:

- The municipal lease enables the deployment of technology systems through a budget-aligned, annually appropriated financing model
- This Service Program ensures those systems remain operational, supported, secure, and continuously optimized over time

Together, these elements form a single, continuous operating model from deployment through ongoing use.

The lease establishes the infrastructure. This program ensures its performance.

Aligned with the City's annual appropriation framework, this approach replaces fragmented, reactive support with a predictable lifecycle model and a single point of accountability.

Without this integrated structure, systems are subject to degradation, inconsistent support, and unplanned reinvestment. This program is designed to eliminate those risks and sustain long-term performance.

### Technology Systems Under Lifecycle Management:

Equipment	Manufacturer	Model	Qty	Area Served	# Of Operational Inspections
<b>Audio Video Equipment to be Serviced</b>					
98" 4K HDR Prof Display	BRAVIA	FQ-98BZ30L	1	Day Room	2
8K Ultra HD AV Reciever	Denon	AVR-S670H	1	Day Room	2
2-Way Inwall Speader	JBL	128W	6	Day Room	2
Pendant Subwoofer	JBL	C60PS/T	2	Day Room	2
Ceiling Subwoofer	JBL	19CS	2	Day Room	2
Reciever	JBL	NCSA280Z	1	Day Room	2
85" 4K HDR Pro Display	Sony	FW-85EX20L	1	Kitchen/Dining	2
4K60 Network Encoder	QSC	NV-32-H	1	Kitchen/Dining	2
PoE Touch Screen Controller	QSC	TSC-70-G3	1	Kitchen/Dining	2
2-Way Network Soundbar	QSC	NL-SB42	1	Kitchen/Dining	2
ePTZ Network Camera	QSC	NC-110	1	Kitchen/Dining	2
Linear Array Microphone	Shure	MXA710B	1	Kitchen/Dining	2
AV Switch	Netgear	GSM42112UX	1	Kitchen/Dining	2
55" USD Display	Samsung	BE55D-H	7	Common Area	2
65" UHD Display	Samsung	BE65D-H	1	Fitness Room	2

Equipment	Manufacturer	Model	Qty	# Of Operational Inspections
<b>Card Access Equipment - Asset Profile: Qualified Products to be Serviced</b>				
Intellegent Door Controller	Genetec	SY-MP1502	1	4
2-Reader Interface Module	Genetec	SY-MR52-S3	5	4
Card Reader Power Supply	Genetec	SY-DV16RD	1	4
HID Signo 40k Reader	Genetec	SY-40KNKS	12	4
REX Sensor	Bosch	DS160	12	4

Equipment	Manufacturer	Model	Qty	Area Served	# Of Operational Inspections
<b>Video Surveillance Equipment</b>					
Dual Sensor Camera	Hanwha	PNM-C16083RVQ	5	Exterior	4
Indoor Dome Camera	Hanwha	QND-C8013R	7	Interior	4
Equipment	Manufacturer	Model	Qty	Area Served	# Of Operational Inspections
<b>BMS Conrols Equipment</b>					
Supervisory Control Panel	Alerton		1		4
Unitary Controller	Alerton		1	DOAS-1	4
Duct Pressure Controller	Alerton		1	DOAS-1	4
Building Pressure Sensor	Alerton		1	DOAS-1	4
Humid / Temp Sensor	Alerton		1	DOAS-1	4
Exhaust H/T Sensor	Alerton		1	DOAS-1	4
Space Sensor	Alerton		14	VRF System	4
OUT ACCUS	Alerton		2	VRF System	4
Heat Recovery Controls	Alerton		3	VRF System	4
Fan Controls	Alerton		2	Wall Mounted Fans	4
Celing Fans	Alerton		2	Celing Fans	4
Controls	Alerton		1	Split System	4
Controls	Alerton		1	CRAC Unit	4
Controls	Alerton		8	Electric Unit Heaters	4
Controls	Alerton		1	MAU-1	4
Exhaust Fans	Alerton		2	MAU-1	4
Relief Dampers	Alerton		2	Laundry	4
Damper Acuators			1	Gear Dryer	4
Exhaust Fan Controls	Alerton		1	Apparatus Bay	4
Fan Control Panel	Alerton		3	HVLS	4
Controls	Alerton		4	Radiant Unit Heaters	4
Controls	Alerton		1	MAU-2	4
Exhaust	Alerton		1	EF-3	4
Exhaust Monitor	Alerton		1	Vehicle Exhaust	4
Controls	Alerton		1	ERV-1	4

Equipment	Manufacturer	Quantity	Inspection Frequency
<b>Life Safety Equipment</b>			
Primary Panel	Notifier	1	
Anunciator	Notifier	1	Annual
Pull Stations	Notifier	2	Annual
Photo Smoke Detectors	Notifier	20	Annual
Duct Detectors	Notifier	3	Annual
Horn / Strobe	Notifier	35	Annual
Horns	Notifier	3	Annual

## **EXHIBIT B**

### **Schedule of the Services**

Following execution of the Agreement and acceptance or substantial completion of the applicable technology systems identified in Exhibit A, Service Provider shall coordinate with the City's designated representative to establish and maintain a recurring service schedule for the Qualified Products. Services shall be performed as part of a structured lifecycle management program throughout the Term of the Agreement and shall be scheduled in a manner that reasonably accounts for facility operations, public safety continuity, manufacturer recommendations, software and licensing requirements, applicable code requirements, and the operational condition of the covered systems.

At a minimum, Service Provider shall perform recurring operational inspections and functional performance validation for the Qualified Products at the following baseline intervals: Audio Visual systems semi-annually; Security Card Access systems quarterly; Security Video Surveillance systems quarterly; Building Automation systems quarterly; and Fire Life Safety systems annually, or at such other interval as may be required by applicable law, code, NFPA standard, authority having jurisdiction, manufacturer requirement, or the specific condition of the system. Each scheduled service event shall be intended to verify proper system operation, validate critical functions, identify performance degradation or deficiencies, perform applicable adjustments and maintenance within Service Provider's agreed scope, coordinate software or firmware updates as applicable, and provide recommendations necessary to sustain reliable long-term system performance.

In addition to the scheduled service intervals above, Service Provider shall provide ongoing lifecycle coordination, technical support, and priority response for covered systems during the Term. Service requests shall be managed through Service Provider's centralized support process and triaged based on system criticality, operational impact, life safety considerations, and the reasonable needs of the City. Service Provider may provide remote support, coordinate with manufacturers or third-party providers, or dispatch qualified personnel as reasonably necessary to support the Qualified Products. The scheduled service intervals shall not limit Service Provider's ability to respond to service events, emerging risks, warranty or RMA matters, software or security updates, or City-requested support related to the covered systems.

Following scheduled inspections, functional testing, or material service activity, Service Provider shall provide reasonable documentation of work performed, observed deficiencies, recommended corrective actions, and lifecycle considerations. Any repairs, replacements, upgrades, or services outside the scope included in Exhibit A shall be treated as Additional Services unless otherwise included in the Agreement or separately authorized in writing by the City. The Parties acknowledge that this Exhibit B is intended to establish a predictable lifecycle service cadence while preserving sufficient flexibility to support City operations, public safety needs, annual appropriation requirements, and the evolving condition of the technology systems covered by the Agreement.

## **EXHIBIT C**

### **Schedule of Fees and Compensation**

#### **Technology Lifecycle Service Program Investment**

To support long-term system performance, reliability, and lifecycle continuity for Fire Station #85, EnvelopiQ is proposing the following 5-year operating support structure:

Total Program Investment (5 Years): \$199,500

Annualized Cost: \$39,900

Monthly Equivalent: \$3,325

This investment provides a structured lifecycle support model inclusive of ongoing maintenance, priority support, software updates, performance optimization, and planned refresh activities over the term of the Agreement.

## 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.

## CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services (“Vendor Contract”) is made and entered into as of the 27th day of May, 2026, by and between City of Westfield (“Contracting Party”) and Midwestern Electric, 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: Grand Park Boulevard and Tournament Trail, Westfield, Indiana 46074 (the “City Property”)
  - (c) Schedule:
    - a. Substantially Complete Date: October 30th, 2026
    - b. Contract Completion Date: November 20th, 2026
  - (d) Purchase Price: Three Hundred Ninety-Nine Thousand Eight Hundred Sixty Dollars and 25/100, \$399,860.25 (see Proposal dated 04/28/26 - 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 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 Grand Park Boulevard & Tournament Trail Traffic Signal” dated April 14, 2026 inclusive of all sections and appendixes.
    - c. Addendum #1

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: Michael Pearce  
2706 East 171<sup>st</sup> Street  
Westfield, Indiana 46074

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

If to Vendor:

Midwestern Electric, LLC  
3385 North Arlington Ave  
Indianapolis, IN 46218

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:

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

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).	
<b>Commercial Automobile Liability</b> , including Owned, Non-Owned and Hired Car coverages.	\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED this 15th day of May, 2026 ~~XXXX~~

**Contracting Party:**

City of Westfield  
2728 East 171<sup>st</sup> Street  
Westfield, Indiana 46074

**Vendor:**

Midwestern Electric, LLC  
3385 North Arlington Ave  
Indianapolis, IN 46218

**Ryan Lepper**

Digitally signed by Ryan Lepper  
Date: 2026.05.15 16:33:39  
-04'00'

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Ryan Lepper

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
May 15, 2026

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# EXHIBIT A

## Project Rules

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

### SITE ACCESS

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

### LIMITED CITY OCUPANCY (If Applicable)

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

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

#### MATERIAL MANAGEMENT PLAN

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

#### CLEAN UP

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

#### WORK HOURS

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

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

#### PUBLIC ACCESS AND SAFETY

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

#### SITE DECORUM

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

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

#### PARKING

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

#### UTILITY COORDINATION

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

#### USE OF ROADWAYS AND PATHS

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

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

#### TRAFFIC CONTROL

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

#### CRANES & HOISTING

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

#### TEMPORARY SHORING AND BRACING

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

#### TEMPORARY BARRICADES

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

#### CONSTRUCTION SIGNAGE

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

❑ Project Specific Signage:

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

TEMPORARY FACILITIES

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

RUBBER TIRED EQUIPMENT

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

REMOVAL OF TEMPORARY FACILITIES

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

VIOLATIONS

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

GENERAL SAFETY PRECAUTIONS

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

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

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

# **EXHIBIT B**

**See attached Proposal dated 4/28/26**

SECTION 3

PROPOSAL

CITY OF WESTFIELD, INDIANA

**Grand Park Blvd & Tournament Trail Traffic Signal Project**

To: Westfield Public Works  
2706 E. 171<sup>st</sup> Street  
Westfield, Indiana 46074

Pursuant to the published "Advertisement for Bids", the undersigned has investigated the conditions affecting the cost of the proposed Grand Park Boulevard and Tournament Trail Traffic Signal 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 generally includes installing a traffic signal at Grand Park Boulevard and Tournament Trail. ADA curb ramps, concrete sidewalks, pavement markings and highway signs are included in the construction limits.**

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 Grand Park Boulevard and Tournament Trail Traffic Signal 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.

Substantially Complete: October 30, 2026, \$1,000/day  
Contract Completion date: November 20, 2026, \$1,000/day

**Bidder acknowledges the schedule of this contract (initial):** RL

The remainder of this page is intentionally left blank

## ITEMIZED PROPOSAL

ITEM	ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1		CONSTRUCTION ENGINEERING	LS	1.00	600.00	600.00
2		MOBILIZATION AND DEMOBILIZATION	LS	1.00	37000.00	37,000.00
3		CLEARING RIGHT OF WAY	LS	1.00	1500.00	1,500.00
4		COMMON EXCAVATION	CYS	30.00	50.00	1,500.00
5		EXISTING PAVEMENT MARKING REMOVAL	LS	1.00	6000.00	6,000.00
6		CURB AND GUTTER, REMOVE	LFT	60.00	95.00	5,700.00
7		SIDEWALK AND RAMP, CONCRETE, REMOVE	SYS	20.00	135.00	2,700.00
8		COMPACTED AGGREGATE, 53	TON	35.00	85.00	2,975.00

Grand Park Boulevard and Tournament Trail Traffic Signal

Section 3 - Page 2

City of Westfield, Indiana

9		SIDEWALK, CONCRETE, 4 IN	SYS	30.00	136.00	4,080.00
10		CURB RAMP, CONCRETE	SYS	60.00	165.00	9,900.00
11		DETECTABLE WARNING SURFACES	SYS	8.00	300.00	2,400.00
12		CURB AND GUTTER, CONCRETE	LFT	60.00	155.00	9,300.00
13		CONSTRUCTION SIGN, A	EA	12.00	150.00	1,800.00
14		MAINTAINING TRAFFIC	LS	1.00	11500.00	11,500.00
15		SIGN, SHEET, WITH LEGEND, 0.080 IN THICKNESS	SFT	60.00	29.00	1,740.00
16		SIGN, SHEET, WITH LEGEND, 0.125 IN THICKNESS	SFT	43.50	33.00	1,435.50
17		SIGNAL POLE FOUNDATION, 36 IN X 144 IN	EA	4.00	5500.00	22,000.00
18		SIGNAL CANTILEVER, 38 FT CANTILEVER ARM, TRANSPORTATION AND INSTALLATION	EA	1.00	3500.00	3,500.00

Grand Park Boulevard and Tournament Trail Traffic Signal

Section 3 - Page 3

City of Westfield, Indiana

19		SIGNAL CANTILEVER, 40 FT CANTILEVER ARM, TRANSPORTATION AND INSTALLATION	EA	1.00	3500.00	3,500.00
20		SIGNAL CANTILEVER, 44 FT CANTILEVER ARM, TRANSPORTATION AND INSTALLATION	EA	1.00	3500.00	3,500.00
21		SIGNAL CANTILEVER, 45 FT CANTILEVER ARM, TRANSPORTATION AND INSTALLATION	EA	1.00	3500.00	3,500.00
22		SIGNAL PEDESTAL FOUNDATION, A	EA	5.00	1500.00	7,500.00
23		SIGNAL PEDESTAL, 11 FT	EA	5.00	1550.00	7,750.00
24		HANDHOLE, SIGNAL	EA	7.00	2000.00	14,000.00
25		PEDESTRIAN SIGNAL HEAD, COUNTDOWN, 18 IN	EA	8.00	900.00	7,200.00
26		CONTROLLER AND CABINET, TS 2 TYPE 1. ECONOLITE, COBALT	EA	1.00	22500.00	22,500.00
27		EMERGENCY VEHICLE DETECTOR, TWO CHANNEL, TWO DIRECTIONS	EA	2.00	2300.00	4,600.00
28		EMERGENCY VEHICLE DETECTOR CONFIRMATION LIGHT KIT	EA	2.00	900.00	1,800.00

Grand Park Boulevard and Tournament Trail Traffic Signal

Section 3 - Page 4

City of Westfield, Indiana

29		PHASE SELECTOR, FOUR CHANNEL	EA	1.00	6100.00	6,100.00
30		SIGNAL CABLE, COPPER, 3C/20 GA	LFT	382.00	3.50	1,337.00
31		CONDUIT, PVC, 2 IN	LFT	2584.00	25.00	64,600.00
32		PEDESTRIAN PUSH BUTTON, APS	EA	8.00	1100.00	8,800.00
33		TRAFFIC SIGNAL HEAD, 3 SECTION, 12 IN, RED, AMBER, GREEN	EA	6.00	1050.00	6,300.00
34		TRAFFIC SIGNAL HEAD, 5 SECTION, 12 IN, RED, AMBER, GREEN, AMBER ARROW, GREEN ARROW	EA	2.00	1900.00	3,800.00
35		TRAFFIC SIGNAL HEAD, 4 SECTION, 12 IN, RED ARROW, AMBER ARROW, GREEN ARROW, FLASHING AMBER ARROW	EA	4.00	1400.00	5,600.00
36		BACKPLATE, SIGNAL	EA	12.00	50.00	600.00
37		SIGNAL SERVICE, METERED	EA	1.00	1500.00	1,500.00
38		SIGNAL CABLE, COPPER, 3C/8 GA	LFT	904.00	5.00	4,520.00

Grand Park Boulevard and Tournament Trail Traffic Signal

Section 3 - Page 5

City of Westfield, Indiana

39		SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/14 GA	LFT	4525.00	1.00	4,525.00
40		SIGNAL CABLE, COPPER, 3C/14 GA	LFT	382.00	4.25	1,623.50
41		SIGNAL CABLE, COPPER, 5C/14 GA	LFT	2065.00	4.50	9,292.50
42		SIGNAL CABLE, COPPER, 7C/14 GA	LFT	2030.00	4.75	9,642.50
43		SIGNAL CABLE, COPPER, 11C/14 GA	LFT	1035.00	5.00	5,175.00
44		SIGNAL CABLE, DETECTOR LEAD-IN, COPPER, 2C/16 GA	LFT	1035.00	1.75	1,811.25
45		SIGNAL DETECTOR HOUSING	EA	11.00	2200.00	24,200.00
46		SAW CUT FOR ROADWAY LOOP DETECTOR AND SEALANT	LFT	1295.00	10.00	12,950.00
47		CONTROLLER CABINET FOUNDATION, TYPE P1	EA	1.00	3200.00	3,200.00
48		LOOP DETECTOR DELAY AMPLIFIER, 2 CHANNEL	EA	8.00	450.00	3,600.00

Grand Park Boulevard and Tournament Trail Traffic Signal

Section 3 - Page 6

City of Westfield, Indiana

49		LINE, THERMOPLASTIC, BROKEN, WHITE, 4 IN	LFT	16.00	3.00	48.00
50		LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN	LFT	450.00	3.00	1,350.00
51		LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN	LFT	880.00	3.00	2,640.00
52		TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, PIANO KEY, WHITE, 24 IN	LFT	376.00	15.00	5,640.00
53		TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN	LFT	125.00	15.00	1,875.00
54		PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW	EA	5.00	200.00	1,000.00
55		CONTROLLER, REWIRE	EA	1.00	450.00	450.00
56		MMU2, INSTALL, EDI	EA	1.00	1700.00	1,700.00
57		SEEDING AND FINAL RESTORATION	LS	1.00	4500.00	4,500.00
<b>Total</b>						<b>399,860.25</b>

Base Bid Amount in words for Grand Park Boulevard and Tournament Trail Traffic Signal Project:

Three Hundred Ninety Nine Thousand, Eight Hundred Sixty Dollars and 25 / 100

Grand Park Boulevard and Tournament Trail Traffic Signal  
City of Westfield, Indiana

Section 3 - Page 7

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

Nineteen Thousand Nine Hundred Ninety Three and 2/100 Dollars (\$ 19,993.02 ),

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,

Midwestern Electric, LLC  
Contractor  
(Individual ) (Partnership )  
or (Corporation )

By Ryan Lepper Digitally signed by Ryan Lepper  
Date: 2026.04.29 16:52:10  
-04'00'

Title Vice President

Dated: April 30, 2026 Address 3385 N Arlington Ave  
Indianapolis, IN 46218

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.

**Attachment 2**

The Affidavit of Employee Status shall be signed and notarized.

**AFFIDAVIT OF EMPLOYEE STATUS**

Re: Project – Grand Park Blvd and Tournament Trail Traffic Signal

**WHEREAS**, the City of Westfield, Hamilton County, Indiana, hereinafter referred to as the “City” is in the process of construction work on the Grand Park Boulevard and Tournament Trail Traffic Signal Project, hereinafter referred to as the “Project”;

**WHEREAS**, Midwestern Electric, 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: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Ryan Lepper**

Digitally signed by Ryan Lepper  
Date: 2026.05.15 16:30:18  
-04'00'

Signature: \_\_\_\_\_

**Ryan Lepper**

Printed Name: \_\_\_\_\_

STATE OF INDIANA:

SS:

COUNTY OF Lake :

Before me the undersigned, a Notary Public in and for said State and County, personally appeared Ryan Lepper of Midwestern Electric, 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 15th day of May, 2026

Signature

Lisa Carpenter  
Printed Name

My Commission expires 04/06/2030

I am a resident of Lake 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.



Invoice Date:	
Invoice or App Number:	

Westfield Department of Public Works  
 2706 East 171<sup>st</sup> Street  
 Westfield, IN 46074  
[AP@westfield.in.gov](mailto:AP@westfield.in.gov)

Westfield Project Name:	Grand Park Boulevard and Tournament Trail Signal 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)	
<b>8. Total Amount Payable This Invoice (Line 6 less 7)</b>	
9. Balance to Finish, Including Retainage (Line 3 less 6)	

Please email this cover letter, along with your invoice to [AP@westfield.in.gov](mailto: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!

## CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services (“Vendor Contract”) is made and entered into as of the 27th day of May 2026, by and between City of Westfield (“Contracting Party”) and Midwest Paving, LLC (“Vendor”).

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

- A. **Basic Terms.** This Vendor Contract is on the following basic terms and conditions:
- (a) Goods and/or services provided by Vendor: (See Exhibit B attached hereto and made a part hereof).
  - (b) Location: SR 32 and Mule Barn Intersection Improvement, Westfield, Indiana 46074 (the “City Property”)
  - (c) Schedule:
    - a. Earliest Date to Begin: July 6, 2026
    - b. Earliest Date for Road Closure: July 6, 2026
    - c. Road Closure Timeframe: 45 Calendar Days
    - d. Open to Traffic Date: November 6, 2026
    - e. Substantially Complete Date: November 6, 2026
    - f. Contract Completion Date: June 1, 2027
  - (d) Purchase Price: One Million Seven Hundred Sixty-Seven Thousand Eight Hundred Sixty-Seven Dollars and 00/100, \$1,767,846.00 (see Proposal dated 04/28/26 - 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 SR 32 and Mule Barn Road Intersection Improvement” dated April 28, 2026 inclusive of all sections and appendixes.
  - c. Addendum #1
  - d. Addendum #2

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 171<sup>st</sup> Street  
Westfield, Indiana 46074

mpearce@westfield.in.gov w/ CC to  
[ap@westfield.in.gov](mailto:ap@westfield.in.gov) or  
City of Westfield  
Attn: Accounts Payable  
2728 East 171<sup>st</sup> Street  
Westfield, Indiana 46074

If to Vendor:

Midwest Paving, LLC  
11827 Greenfield Avenue  
Noblesville, IN 46060

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

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

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

conflicts or is inconsistent with other project-specific changes, the project-specific language that is most favorable to the Contracting Party shall control and govern.

## **CONTRACT TERMS AND CONDITIONS**

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

2. **PERFORMANCE**: Vendor hereby agrees to provide all goods and services necessary to perform the requirements of this Vendor Contract and to execute its responsibilities hereunder by following and applying at all times the highest professional and technical guidelines and standards. Contracting Party reserves the right at any time to direct changes, or cause Vendor to make changes in the goods and services or to otherwise change the scope of the work covered by this Contract with a signed Change Order executed by both parties, and Vendor agrees to make such changes promptly. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by Contracting Party after receipt of documentation in such form and detail as Contracting Party may reasonably require.

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

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

5. **DISCLOSURE, WARNINGS AND INSTRUCTIONS**: If requested by Contracting Party, Vendor shall furnish promptly to Contracting Party, in such form and detail as Contracting Party may direct, a list of all ingredients or components to any goods specified hereunder, including the quality or concentration thereof and any other information relating thereto. Prior to and with the delivery of any recommended goods to be purchased hereunder, Vendor agrees to furnish to Contracting Party sufficient warning and notice in writing (including appropriate labels on goods, containers and packing) of any hazardous material which is an ingredient or a 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:

<b>Worker's Compensation</b>	Required.
<b>Employer's Liability</b>	\$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limits.
<b>Commercial General Liability (CG0001)</b> , 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.
<b>Commercial Automobile Liability</b> , 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 27th day of May, 2026.

Contracting Party:

City of Westfield  
2728 East 171<sup>st</sup> Street  
Westfield, Indiana 46074

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Vendor:

Midwest Paving, LLC  
11827 Greenfield Avenue  
Noblesville, IN 46060

  
Matt Kelley (May 14, 2026 11:02:01 EDT)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Matt Kelley

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
President

\_\_\_\_\_  
Title

\_\_\_\_\_  
05.18.26

\_\_\_\_\_  
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 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 comply with the provisions of OSHA and IOSHA.
- ❑ Any and all "Hot Work" shall have an appropriate fire extinguisher immediately accessible and be pre-approved by the City officials.

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

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

# **EXHIBIT B**

**See attached Proposal dated 4/28/26**

**SECTION 3**

PROPOSAL

CITY OF WESTFIELD, INDIANA

**SR 32 & Mule Barn Intersection Improvement**

To: Westfield Public Works  
2706 E. 171<sup>st</sup> Street  
Westfield, Indiana 46074

Pursuant to the published "Advertisement for Bids", the undersigned has investigated the conditions affecting the cost of the proposed SR 32 and Mule Barn Road Intersection Improvement 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 generally includes roadway widening and re-construction of approximately 3,000 feet of Mule Barn Road, including improvements to the intersection at SR 32 that will add a southbound left-turn lane, eastbound left-turn lane, and westbound right-turn lane at the intersection. Both concrete and asphalt mainline paving, along with shoulders and drainage improvements are included in the construction limits.**

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 SR 32 and Mule Barn Road Intersection Improvement, 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: July 6, 2026, \$1,000/day
- Earliest date to close the road: July 6, 2026 \$2,000/day
- Closure timeframe: 45 Calendar Days, \$2,000/day
- Open to Traffic: November 6, 2026, \$2,000/day
- Substantially Complete: November 6, 2026, \$1,000/day
- Contract Completion date: June 1, 2027, \$1,000/day

**Bidder acknowledges the schedule of this contract (initial):**     MK    

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<b>No.</b>	<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extension</b>
1	105-06845	CONSTRUCTION ENGINEERING	1	LS	\$ 45,000.00	\$ 45,000.00
2	110-01001	MOBILIZATION AND DEMOBILIZATION	1	LS	\$ 87,709.36	\$ 87,709.36
3	201-52370	CLEARING RIGHT-OF-WAY	1	LS	\$ 22,000.00	\$ 22,000.00
4	203-02000	EXCAVATION, COMMON	3995	CYS	\$ 50.00	\$ 199,750.00
5	205-12108	STORMWATER MANAGEMENT BUDGET	19791.25	DOL	\$ 1.00	\$ 19,791.25
6	205-12616	STORMWATER MANAGEMENT IMPLEMENTATION	1	LS	\$ 30,000.00	\$ 30,000.00
7	205-12618	SWQCP PREPARATION	1	LS	\$ 2,500.00	\$ 2,500.00
8	207-08264	SUBGRADE TREATMENT, TYPE	336	SYS	\$ 40.00	\$ 13,440.00
9	207-12635	SUBGRADE TREATMENT, TYPE IBC	13431	SYS	\$ 12.15	\$ 163,186.65
10	211-09264	STRUCTURE BACKFILL, TYPE 1	30	CYS	\$ 71.00	\$ 2,130.00
11	214-11796	GEOGRID, TYPE IB	53	SYS	\$ 9.00	\$ 477.00
12	215-12637	CHEMICAL MODIFICATION SOILS, CEMENT	2,687	SYS	\$ 16.55	\$ 44,469.85
13	301-12234	COMPACTED AGGREGATE, NO. 53	481	CYS	\$ 105.00	\$ 50,505.00
14	302-07455	DENSE GRADED SUBBASE	388	CYS	\$ 58.00	\$ 22,504.00
15	303-01180	COMPACTED AGGREGATE, NO. 53	1066	TON	\$ 29.00	\$ 30,914.00
16	306-08034	MILLING, ASPHALT, 1 1/2 IN.	4711	SYS	\$ 3.25	\$ 15,310.75
17	401-000009	QC/QA-HMA, 4, 58E, SURFACE, 9.5 mm	1074	TON	\$ 117.00	\$ 125,658.00
18	401-000045	QC/QA-HMA, 4, 58E, INTERMEDIATE, 19.0 mm	1501	TON	\$ 87.00	\$ 130,587.00
19	401-000048	QC/QA-HMA, 4, 58S, BASE, 25.0	2817	TON	\$ 85.00	\$ 239,445.00
20	401-000056	QC/QA-HMA, 4, 58S, BASE, 19.0	321	TON	\$ 106.00	\$ 34,026.00
21	401-000067	QC/QA-HMA, 4, 58E, INTERMEDIATE, OG, 19.0 mm	294	TON	\$ 114.00	\$ 33,516.00
22	401-11526	JOINT ADHESIVE	4949	LFT	\$ 0.50	\$ 2,474.50
23	406-05520	ASPHALT FOR TACK COAT	10.3	TON	\$ 1.00	\$ 10.30
24	502-06329	PCCP, 12 IN.	2327	SYS	\$ 90.00	\$ 209,430.00
25	503-03489	RETROFITTED TIE BARS	365	EAC	\$ 37.00	\$ 13,505.00
26	503-05240	D-1 CONTRACTION JOINT	1385	LFT	\$ 9.00	\$ 12,465.00
27	610-07487	HMA FOR APPROACHES, TYPE	209	TON	\$ 175.00	\$ 36,575.00
28	615-06505	MONUMENT, TYPE B	6	EAC	\$ 1,200.00	\$ 7,200.00
29	615-06515	MONUMENT, TYPE D	2	EAC	\$ 225.00	\$ 450.00

30	615-06527	MONUMENT, SECTION	1	EAC	\$ 800.00	\$ 800.00
31	621-01004	MOBILIZATION AND DEMOBILIZATION FOR	2	EAC H	\$ 425.00	\$ 850.00
32	621-06559	MULCHED SEEDING, TYPE R	572	SYS	\$ 2.32	\$ 1,327.04
33	621-06567	WATER	6	KGAL	\$ 5.00	\$ 30.00
34	621-06574	SODDING	798	SYS	\$ 8.05	\$ 6,423.90
35	702-51863	FIELD DRILLED HOLE IN CONCRETE	365	EAC H	\$ 5.00	\$ 1,825.00
36	715-05048	PIPE, TYPE 4, CIRCULAR, DIAMETER 6 IN.	1295	LFT	\$ 12.00	\$ 15,540.00
37	715-05149	PIPE, TYPE 2, CIRCULAR, DIAMETER 12 IN.	77	LFT	\$ 73.00	\$ 5,621.00
38	715-46000	PIPE END SECTION, DIAMETER 12 IN.	1	EAC H	\$ 2,507.00	\$ 2,507.00
39	718-12307	GEOTEXTILE FOR UNDERDRAINS, TYPE 2A	906	SYS	\$ 0.50	\$ 453.00
40	718-52610	AGGREGATE FOR UNDERDRAINS	117	CYS	\$ 50.00	\$ 5,850.00
41	720-01894	CASTING, FURNISH AND ADJUST TO GRADE, TYPE 4	1	EAC H	\$ 900.00	\$ 900.00
42	720-45030	INLET, TYPE E7	2	EAC	\$ 3,500.00	\$ 7,000.00
43	801-04308	ROAD CLOSURE SIGN ASSEMBLY	5	EAC H	\$ 257.00	\$ 1,285.00
44	801-06203	TEMPORARY PAVEMENT MARKING, 4 IN.	1370	LFT	\$ 0.29	\$ 397.30
45	801-06207	TEMPORARY PAVEMENT MARKING, REMOVABLE, 4 IN.	4110	LFT	\$ 1.47	\$ 6,041.70
46	801-06625	DETOUR ROUTE MARKER ASSEMBLY	19	EAC H	\$ 152.00	\$ 2,888.00
47	801-06640	CONSTRUCTION SIGN, TYPE A	19	EAC	\$ 206.00	\$ 3,914.00
48	801-06645	CONSTRUCTION SIGN, TYPE B	2	EAC	\$ 103.00	\$ 206.00
49	801-06775	MAINTAINING TRAFFIC	1	LS	\$ 80,000.00	\$ 80,000.00
50	801-07118	BARRICADE, TYPE III-A	12	LFT	\$ 15.87	\$ 190.44
51	801-07119	BARRICADE, TYPE III-B	72	LFT	\$ 15.87	\$ 1,142.64
52	802-05701	SIGN POST, SQUARE, TYPE 1, REINFORCED ANCHOR BASE	78	LFT	\$ 36.00	\$ 2,808.00
53	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN. THICKNESS	39	SFT	\$ 40.00	\$ 1,560.00
54	802-09840	SIGN, SHEET, WITH LEGEND, 0.100 IN. THICKNESS	15	SFT	\$ 42.00	\$ 630.00
55	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	4436	LFT	\$ 0.72	\$ 3,193.92

56	808-06713	LINE, PAINT, SOLID, WHITE, 4 IN.	1603	LFT	\$ 0.37	\$ 593.11
57	808-06714	LINE, PAINT, SOLID, YELLOW, 4 IN.	1335	LFT	\$ 0.37	\$ 493.95
58	808-10049	LINE, MULTI-COMPONENT, SOLID, WHITE, 6 IN.	3292	LFT	\$ 0.77	\$ 2,534.84
59	808-10057	LINE, MULTI-COMPONENT, SOLID, YELLOW, 6 IN.	2279	LFT	\$ 0.77	\$ 1,754.83
60	808-12032	GROOVING FOR PAVEMENT MARKINGS	5571	LFT	\$ 0.91	\$ 5,069.61
61	808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	4477	LFT	\$ 0.72	\$ 3,223.44
62	808-75278	TRANSVERSE MARKING, THERMOPLASTIC, CROSSHATCH LINE, YELLOW, 12 IN.	566	LFT	\$ 6.67	\$ 3,775.22
63	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.	40	LFT	\$ 13.11	\$ 524.40
64	808-75320	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW	7	EAC H	\$ 209.00	\$ 1,463.00
TOTALS:						\$ 1,767,846.00

**Base Bid Amount** in words for SR 32 and Mule Barn Road Intersection Improvement:

One million, seven hundred sixty- Dollars and 00 /100  
seven thousand, eight hundred forty-six

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

Eighty-eight thousand, three hundred ninety-two  
dollars  $\frac{3}{100}$  Dollars (\$ 88,392.30).

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.** 1, 2 **is hereby acknowledged.**

Respectfully submitted,

Midwest Paving, LLC  
Contractor  
(Individual ) (Partnership )  
or (Corporation )

By Matt Kelley  
Matt Kelley  
Title President

Dated: April 30, 2026 Address 11827 Greenfield Ave  
Noblesville, IN 46060

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.

**Attachment 2**

The Affidavit of Employee Status shall be signed and notarized.

**AFFIDAVIT OF EMPLOYEE STATUS**

Re: Project – SR 32 and Mule Barn Road Intersection Improvement

**WHEREAS**, the City of Westfield, Hamilton County, Indiana, hereinafter referred to as the “City” is in the process of construction work on the SR 32 and Mule Barn Road Intersection Improvement, hereinafter referred to as the “Project”;

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

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

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

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Printed Name:

  
Matt Kelley (May 26, 2026 11:02:01 EDT)

\_\_\_\_\_  
Signature:

Matt Kelley  
\_\_\_\_\_  
Printed Name:

STATE OF INDIANA:

SS:

COUNTY OF Hamilton

:

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

Witness my hand and Notarial Seal this 15th day of May, 2026

*Jennifer Boone*

Signature

Jennifer Boone

Printed Name

My Commission expires 07.28.33

I am a resident of Delaware 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.



Invoice Date:	
Invoice or App Number:	

Westfield Department of Public Works  
 2706 East 171<sup>st</sup> Street  
 Westfield, IN 46074  
[AP@westfield.in.gov](mailto:AP@westfield.in.gov)

Westfield Project Name:	SR 32 and Mule Barn Road Intersection Improvement
Westfield Project Number:	2210062
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)	
<b>8. Total Amount Payable This Invoice</b> (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](mailto: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!

## CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services (“Vendor Contract”) is made and entered into as of the 27th day of May 2026, by and between City of Westfield (“Contracting Party”) and Morphey Construction, Inc. (“Vendor”).

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

- A. **Basic Terms.** This Vendor Contract is on the following basic terms and conditions:
- (a) Goods and/or services provided by Vendor: (See Exhibit B attached hereto and made a part hereof).
  - (b) Location: 191<sup>st</sup> Street Road Widening Project, Westfield, Indiana 46074 (the “City Property”)
  - (c) Schedule:
    - a. Earliest Date to Begin Work: July 1, 2026
    - b. Earliest Date to Begin Phase 1B: August 24, 2026
    - c. Road Closure Timeframe for Phase 1B: 60 Calendar Days
    - d. Partial Completion Date for Phase 1A-1D: November 13, 2026
    - e. Earliest Date to Close Road for Phase 2: March 15, 2027
    - f. Partial Completion Date for Phase 2: May 21, 2027
    - g. Partial Completion Date for Phase 3: September 1, 2027
    - h. Road Closure Timeframe for Phase 2-3: 120 Calendar Days
    - i. Contract Completion Date: November 1, 2027
  - (d) Purchase Price: Ten Million One Hundred Seventy-Seven Thousand Dollars and 00/100, \$10,177,000.00 (see Proposal dated 04/28/26 - 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 191<sup>st</sup> Street Road Widening Project” dated April 28, 2026 inclusive of all sections and appendixes.
  - c. Addendum #1 Dated April 21, 2026
  - d. Addendum #2 Dated April 24, 2026

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

(h) Addresses:

If to Contracting Party (other than Invoices):

City of Westfield  
 Department of Public Works  
 Attn: Michael Pearce  
 2706 East 171<sup>st</sup> Street  
 Westfield, Indiana 46074

Invoice Address:

mpearce@westfield.in.gov w/ CC to  
[ap@westfield.in.gov](mailto:ap@westfield.in.gov) or  
 City of Westfield  
 Attn: Accounts Payable  
 2728 East 171<sup>st</sup> Street  
 Westfield, Indiana 46074

If to Vendor:

Morphey Construction, Inc.  
 1499 N. Sherman Drive  
 Indianapolis, IN 46201

**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 mortgagee 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:

<b>Worker's Compensation</b>	Required.
<b>Employer's Liability</b>	\$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limits.
<b>Commercial General Liability (CG0001)</b> , 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.
<b>Commercial Automobile Liability</b> , including Owned, Non-Owned and Hired Car coverages.	\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage.

- (b) The insurance shall be procured from companies authorized to do business in the state of Indiana. Except as otherwise expressly set forth herein, coverage shall be on an occurrence basis. All insurance procured or maintained by Vendor on which the Contracting Party is an additional insured, shall be primary. Any insurance maintained by Contracting Party shall be considered excess and non-contributory. Vendor shall permit Contracting Party to examine the actual policies upon request at the Vendor's offices where the policy is stored.
- (c) A Certificate of Insurance acceptable to Contracting Party shall be submitted to Contracting Party prior to commencement of any work hereunder, including, without limitation, a certificate issued by the Industrial Board or other appropriate agency in the State of Indiana showing that the Worker's Compensation and other employee benefit insurance is in full force and effect. Each insurer shall possess an A.M. Best's rating of no less than A-VIII as of inception of this Contract. The Certificate of Insurance shall contain a provision that coverage shall not be canceled unless at least thirty (30) days' prior written notice has been given to Contracting Party. The Certificate of Insurance shall name the Contracting Party as an additional insured with respect to all but the Worker's Compensation, Employee Liability, and Professional Liability coverage. The additional insured endorsement shall state that coverage is afforded the additional insured as primary and non-contributory. In addition, each Certificate of Insurance shall provide that the Certificate Holder is the Contracting Party, c/o City of Westfield. Vendor shall not have earned any fees nor be due any payments hereunder unless and until such Certificate of Insurance is received by Contracting Party.

- (d) Vendor shall indemnify and hold harmless Contracting Party, and its employees from and against any and all liability, claim, damage, loss or expense (including, without limitation, court costs and reasonable attorneys' fees) to the extent caused by any negligence of the Vendor, its employees or sub Vendors, in the performance of the services under this contract, but not to the extent arising directly out of the negligence of Contracting Party. This subparagraph (d) shall survive the expiration or termination of this Contract.
- (e) Without limiting anything set forth in this paragraph 10, the following additional insurance coverage limits are required for the professional engineering services specifically required by the scope of the contracted goods and services: \$1,000,000 per claim and \$1,000,000 general aggregate professional liability, with retroactive coverage to the earlier of date of execution of Contract and commencement of any work and coverage for a minimum period of two (2) years after professional services completion.
- (f) If Vendor fails to maintain the insurance as set forth herein, Contracting Party may terminate this Contract immediately or, at the option of Contracting Party, Contracting Party may obtain insurance on the Vendor's behalf and offset the cost of insurance related to the contracted services against any payments due Vendor.

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

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

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

14. **ADVERTISING, PUBLICITY AND PUBLIC RELATIONS**: Vendor shall not, without first obtaining the express written consent of Contracting Party, in any manner advertise or publish the fact that Vendor has contracted to furnish Contracting Party the goods and services herein contracted, or use any trademarks or tradenames of the City's advertising, promotional materials or web sites. In the event of Vendor's breach of this provision, Contracting Party shall have the right to

terminate the undelivered portion of any services covered by this Contract and shall not be required to make further payments except for conforming services rendered prior to cancellation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED this 27th day of May, 2026.

Contracting Party:

City of Westfield  
2728 East 171<sup>st</sup> Street  
Westfield, Indiana 46074

Vendor:

Morphey Construction, Inc.  
1499 N. Sherman Drive  
Indianapolis, IN 46201

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

*Steven P. Milbourne*  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

*President*  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*5/18/26*  
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Printed Name

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Title

\_\_\_\_\_  
Date

# EXHIBIT A

## Project Rules

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

### SITE ACCESS

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

### LIMITED CITY OCUPANCY (If Applicable)

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

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

#### MATERIAL MANAGEMENT PLAN

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

#### CLEAN UP

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

#### WORK HOURS

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

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

#### PUBLIC ACCESS AND SAFETY

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

#### SITE DECORUM

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

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

#### PARKING

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

#### UTILITY COORDINATION

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

#### USE OF ROADWAYS AND PATHS

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

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

#### TRAFFIC CONTROL

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

#### CRANES & HOISTING

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

#### TEMPORARY SHORING AND BRACING

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

#### TEMPORARY BARRICADES

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

#### CONSTRUCTION SIGNAGE

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

❑ **Project Specific Signage:**

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

**TEMPORARY FACILITIES**

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

**RUBBER TIRED EQUIPMENT**

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

**REMOVAL OF TEMPORARY FACILITIES**

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

**VIOLATIONS**

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

**GENERAL SAFETY PRECAUTIONS**

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

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

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

# **EXHIBIT B**

**See attached Proposal dated 4/28/26**

**SECTION 3**

**PROPOSAL**

**CITY OF WESTFIELD, INDIANA**

**191<sup>st</sup> Street Road Widening Project**

To: Westfield Public Works  
2706 E. 171<sup>st</sup> Street  
Westfield, Indiana 46074

Pursuant to the published "Advertisement for Bids", the undersigned has investigated the conditions affecting the cost of the proposed 191<sup>ST</sup> STREET ROAD WIDENING 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 generally includes roadway widening and re-construction of approximately 3,300 feet converting a two-lane roadway to a five-lane boulevard-style with curb and gutter, curbed medians, storm sewers, multi-use path, sidewalk, curb ramps, pavement markings, signing, and lighting. A roundabout at the intersection of 191st Street and Grand Park Boulevard and a bridge over 191st Street for the Monon Trail are included in the construction limits.**

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 191<sup>st</sup> Street Road Widening 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: July 1, 2026, \$1,000/day
- Earliest date to close the road (Phase 1B): August 24, 2026, \$2,000/day
- Closure timeframe (Phase 1B): 60 Calendar Days, \$2,000/day
- Substantially Complete (Phase 1A through 1D): November 13, 2026, \$1,000/day
- Earliest date to close the road (Phase 2): March 15, 2027, \$2,000/day
- Substantially Complete (Phase 2): May 21, 2027, \$1,000/day
- Substantially Complete (Phase 3): September 1, 2027, \$1,000/day
- Contract Completion date: November 1, 2027, \$1,000/day

**Bidder acknowledges the schedule of this contract (initial):** SPM

SCHEDULE OF PAY ITEMS    REVISED:  
 LETTING DATE: 4/30/26

CONTRACT ID:

PROJECT(S): 191st Widening

CONTRACTOR: Morphey Construction, Inc.

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1	105-06845 CONSTRUCTION ENGINEERING	1.000 LS	60,000.00		60,000.00	
2	110-01001 MOBILIZATION AND DEMOBILIZATION	1.000 LS	509,000.00		509,000.00	
3	201-52370 CLEARING RIGHT OF WAY	1.000 LS	200,000.00		200,000.00	
4	202-02279 CURB AND GUTTER, REMOVE	1,668.000 LFT	13.00		21,684.00	
5	202-52710 SIDEWALK CONCRETE, REMOVE	118.000 SYS	22.00		2,596.00	
6	202-93615 CONCRETE, REMOVE	119.000 SYS	44.00		5,236.00	
7	203-02000 EXCAVATION, COMMON	10,190.000 CYS	20.00		203,800.00	
8	203-02020 EXCAVATION, UNCLASSIFIED	188.000 CYS	80.00		15,040.00	
9	203-02070 BORROW	4,905.000 CYS	1.00		4,905.00	
10	205-12108 STORMWATER MANAGEMENT BUDGET	102,823.000 DOL	1.00		102,823.00	
11	205-12616 STORMWATER MANAGEMENT IMPLEMENTATION	1.000 LS	5,000.00		5,000.00	

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LETTING DATE: 4/30/26

CONTRACT ID:

PROJECT(S): 191st Widening

CONTRACTOR: Morphe Construction, Inc.

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
12	205-12618 SWQCP PREPARATION	1.000 LS	5,000.00		5,000.00	
13	207-08264 SUBGRADE TREATMENT, TYP E II	1,361.000 SYS	25.00		34,025.00	
14	207-08266 SUBGRADE TREATMENT, TYP E III	4,793.000 SYS	5.00		23,965.00	
15	207-12635 SUBGRADE TREATMENT, TYP E IBC	29,152.000 SYS	11.00		320,672.00	
16	211-02050 B BORROW	450.000 CYS	75.00		33,750.00	
17	211-09264 STRUCTURE BACKFILL, TYP E 1	1,901.000 CYS	70.00		133,070.00	
18	211-09266 STRUCTURE BACKFILL, TYP E 3	2,394.000 CYS	70.00		167,580.00	
19	214-11796 GEOGRID, TYPE IB	584.000 SYS	5.00		2,920.00	
20	301-12234 COMPACTED AGGREGATE, NO . 53	2,463.000 CYS	60.00		147,780.00	
21	302-07455 DENSE GRADED SUBBASE	11.000 CYS	150.00		1,650.00	
22	303-01180 COMPACTED AGGREGATE, NO . 53	511.000 TON	70.00		35,770.00	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
23	306-08034 MILLING, ASPHALT, 1 1/2 IN.	224.000 SYS	30.00		6,720.00	
24	309-12695 LEAN CONCRETE BASE, 9 I N.	25.000 SYS	160.00		4,000.00	
25	401-07328 QC/QA-HMA, 3, 70, SURFACE, 9.5 mm	1,902.000 TON	108.00		205,416.00	
26	401-07398 QC/QA-HMA, 3, 70, INTERMEDIATE, 19.0 mm	3,139.000 TON	86.00		269,954.00	
27	401-07408 QC/QA-HMA, 3, 64, BASE, 25.0 mm	7,589.000 TON	79.00		599,531.00	
28	401-10258 JOINT ADHESIVE, SURFACE	8,252.000 LFT	0.75		6,189.00	
29	401-10259 JOINT ADHESIVE, INTERMEDIATE	8,252.000 LFT	1.00		8,252.00	
30	401-11785 LIQUID ASPHALT SEALANT	8,252.000 LFT	0.20		1,650.40	
31	401-12137 QC/QA-HMA, 4, 76, INTERMEDIATE, OG, 19.0	2,382.000 TON	96.00		228,672.00	
32	402-10086 HMA FOR TEMPORARY PAVEMENT, C	1,043.000 TON	158.78		165,607.54	
33	406-05520 ASPHALT FOR TACK COAT	36.000 TON	1.00		36.00	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
34	502-11543 PCCP, 4 IN.	477.000 SYS	80.00		38,160.00	
35	502-11564 PCCP, 7 IN.	300.000 SYS	100.00		30,000.00	
36	503-05240 D-1 CONTRACTION JOINT	200.000 LFT	9.00		1,800.00	
37	604-05528 HMA FOR SIDEWALK	1,725.000 TON	145.00		250,125.00	
38	604-08086 CURB RAMP, CONCRETE	319.000 SYS	120.00		38,280.00	
39	604-12083 DETECTABLE WARNING SURF ACES	36.000 SYS	400.00		14,400.00	
40	604-95344 HANDRAIL, PEDESTRIAN	1,941.000 LFT	200.00		388,200.00	
41	605-06120 CURB, CONCRETE	4,050.000 LFT	32.00		129,600.00	
42	605-06155 CURB AND GUTTER, CONCRE TE, MODIFIED, TYP	7,232.000 LFT	36.00		260,352.00	
43	605-06155 CURB AND GUTTER, CONCRE TE, MODIFIED, TYP	1,803.000 LFT	47.00		84,741.00	
44	605-06155 CURB AND GUTTER, CONCRE TE, MODIFIED, TYP	315.000 LFT	43.00		13,545.00	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
45	605-06205 CENTER CURB, B CONCRETE	330.000 LFT	88.00		29,040.00	
46	605-06215 CENTER CURB, D CONCRETE , MODIFIED	12.000 LFT	222.00		2,664.00	
47	609-06257 REINFORCED CONCRETE BRI DGE APPROACH, 10	25.000 SYS	160.00		4,000.00	
48	610-07487 HMA FOR APPROACHES, TYP E B	119.000 TON	250.00		29,750.00	
50	611-06497 MAILBOX ASSEMBLY, SINGL E	8.000 EACH	450.00		3,600.00	
51	615-06490 RIGHT-OF-WAY MARKER	7.000 EACH	250.00		1,750.00	
52	621-01004 MOBILIZATION AND DEMOBI LIZATION FOR SEED	3.000 EACH	800.00		2,400.00	
53	621-06545 FERTILIZER	1.000 TON	800.00		800.00	
54	621-06554 SEED MIXTURE, U	319.000 LBS	10.00		3,190.00	
55	621-06560 MULCHED SEEDING, TYPE U	8,751.000 SYS	5.00		43,755.00	
56	621-06565 MULCHING MATERIAL	4.000 TON	510.00		2,040.00	

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			DOLLARS	CTS	DOLLARS	CTS
57	621-06567 WATER	31.000 KGAL	10.00		310.00	
58	621-06574 SODDING	8,254.000 SYS	10.00		82,540.00	
59	701-09558 TEST PILE, INDICATOR, P RODUCTION	390.000 LFT	60.00		23,400.00	
60	701-09560 TEST PILE, INDICATOR, R ESTRIKE	6.000 EACH	3,000.00		18,000.00	
61	701-09739 PILE SHOE, HP 12 X 53	36.000 EACH	500.00		18,000.00	
62	701-51195 PILE, STEEL H, HP 12 X 53	1,650.000 LFT	60.00		99,000.00	
63	702-51005 CONCRETE, A, SUBSTRUCTU RE	241.000 CYS	900.00		216,900.00	
64	702-51015 CONCRETE, B, FOOTINGS	56.000 CYS	400.00		22,400.00	
65	703-06029 REINFORCING BARS, EPOXY COATED	22,580.000 LBS	4.00		90,320.00	
66	704-51106 DECK DRAIN	12.000 EACH	1,500.00		18,000.00	
67	709-07110 SEAL COAT GRAFFITI RESI STANT	13,922.000 SFT	3.00		41,766.00	

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			DOLLARS	CTS	DOLLARS	CTS
68	709-51821 SURFACE SEAL	1.000 LS	10,000.00		10,000.00	
69	711-04845 BRIDGE, STEEL TRUSS, PR E-ENGINEERED	1.000 LS	1,250,000.00		1,250,000.00	
70	715-05048 PIPE, TYPE 4, CIRCULAR, 6 IN.	7,005.000 LFT	10.00		70,050.00	
71	715-05146 PIPE, TYPE 2, CIRCULAR, 6 IN.	323.000 LFT	20.00		6,460.00	
72	715-05149 PIPE, TYPE 2, CIRCULAR, 12 IN.	879.000 LFT	105.00		92,295.00	
73	715-05151 PIPE, TYPE 2, CIRCULAR, 15 IN.	603.000 LFT	110.00		66,330.00	
74	715-05152 PIPE, TYPE 2, CIRCULAR, 18 IN.	965.000 LFT	120.00		115,800.00	
75	715-05154 PIPE, TYPE 2, CIRCULAR, 24 IN.	981.000 LFT	140.00		137,340.00	
76	715-09475 STORMWATER QUALITY UNIT , 5FT DIA.	3.000 EACH	30,000.00		90,000.00	
77	718-06532 VIDEO INSPECTION FOR UN DERDRAINS	7,005.000 LFT	2.00		14,010.00	
78	718-12305 GEOTEXTILES FOR UNDERDR AIN, TYPE 1A	6,850.000 SYS	5.00		34,250.00	

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			DOLLARS	CTS	DOLLARS	CTS
79	718-52610 AGGREGATE FOR UNDERDRAINS	631.000 CYS	100.00		63,100.00	
80	720-45030 INLET, E7	1.000 EACH	2,300.00		2,300.00	
81	720-45045 INLET, J10	1.000 EACH	2,400.00		2,400.00	
82	720-45055 INLET, M10	27.000 EACH	2,800.00		75,600.00	
83	720-45410 MANHOLE, C4	9.000 EACH	3,800.00		34,200.00	
84	720-90349 MANHOLE, C8	3.000 EACH	4,200.00		12,600.00	
85	720-95422 MANHOLE, J4	10.000 EACH	4,900.00		49,000.00	
86	724-12773 BRIDGE EXPANSION JOINT, TYPE PCF	84.000 LFT	50.00		4,200.00	
87	732-11810 MODULAR BLOCK WALL	927.000 SFT	30.00		27,810.00	
88	732-11810 MODULAR BLOCK WALL {LAR GE UNIT}	9,975.000 SFT	40.00		399,000.00	
89	732-11811 MODULAR BLOCK WALL ERECTION	927.000 SFT	30.00		27,810.00	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
90	732-11811 MODULAR BLOCK WALL ERECTION {LARGE UNIT}	9,975.000 SFT	30.00		299,250.00	
91	801-03290 CONSTRUCTION SIGN, C	5.000 EACH	361.00		1,805.00	
92	801-04308 ROAD CLOSURE SIGN ASSEMBLY	10.000 EACH	390.00		3,900.00	
93	801-06203 TEMPORARY PAVEMENT MARKING, 4 IN.	21,373.000 LFT	1.00		21,373.00	
94	801-06216 TEMPORARY TRANSVERSE PAVEMENT MARKING, 2	64.000 LFT	20.00		1,280.00	
95	801-06625 DETOUR ROUTE MARKER ASSEMBLY	29.000 EACH	159.00		4,611.00	
96	801-06640 CONSTRUCTION SIGN, A	19.000 EACH	294.00		5,586.00	
97	801-06645 CONSTRUCTION SIGN, B	15.000 EACH	107.00		1,605.00	
98	801-06775 MAINTAINING TRAFFIC	1.000 LS	325,084.18		325,084.18	
99	801-07118 BARRICADE, III-A	192.000 LFT	17.00		3,264.00	
100	801-07119 BARRICADE, III-B	300.000 LFT	21.00		6,300.00	

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CONTRACTOR: Morphe Construction, Inc.

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
101	801-08401 TEMPORARY TRAFFIC BARRIER, TYPE 2	230.000 LFT	87.66		20,161.80	
102	802-05701 SIGN POST, SQUARE TYPE 1 REINFORCED ANCH	497.000 LFT	30.00		14,910.00	
103	802-09838 SIGN, SHEET, WITH LEGEND, 0.080 IN.	58.000 SFT	32.00		1,856.00	
104	802-09840 SIGN, SHEET, WITH LEGEND, 0.100 IN.	306.000 SFT	35.00		10,710.00	
105	802-09842 SIGN, SHEET, WITH LEGEND, 0.125 IN.	323.000 SFT	50.00		16,150.00	
106	805-11799 RECTANGULAR RAPID FLASHING BEACON	8.000 EACH	11,500.00		92,000.00	
107	805-11815 CONDUIT, HDPE, 2 IN. SCHEDULE 80	510.000 LFT	25.00		12,750.00	
108	805-86898 CONDUIT, STEEL, GALVANIZED, 0.75 IN.	3,007.000 LFT	25.00		75,175.00	
109	807-02191 HANDHOLE, LIGHTING	14.000 EACH	3,000.00		42,000.00	
110	807-02194 SERVICE POINT, II, MODIFIED	1.000 EACH	5,000.00		5,000.00	
111	807-02394 CONTROLLER, LIGHTING	1.000 EACH	7,000.00		7,000.00	

SCHEDULE OF PAY ITEMS    REVISED:  
 LETTING DATE: 4/30/26

CONTRACT ID:

PROJECT(S): 191st Widening

CONTRACTOR: Morphey Construction, Inc.

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
112	807-03758 LIGHTING FOUNDATION, CONCRETE, WITH GROUT	17.000 EACH	3,500.00		59,500.00	
113	807-03950 LUMINAIRE ORNAMENTAL	17.000 EACH	4,000.00		68,000.00	
114	807-03950 LUMINAIRE, ORNAMENTAL, PEDESTRIAN	11.000 EACH	3,500.00		38,500.00	
115	807-03951 LIGHT POLE ORNAMENTAL	17.000 EACH	9,000.00		153,000.00	
116	807-03951 LIGHT POLE, ORNAMENTAL, PEDESTRIAN, WITH	11.000 EACH	8,500.00		93,500.00	
117	807-04866 LUMINAIRE, BOLLARD	61.000 EACH	3,500.00		213,500.00	
118	807-04866 LUMINAIRE, SPOTLIGHT	22.000 EACH	2,000.00		44,000.00	
119	807-06592 CONDUIT, STEEL, GALVANIZED, 2 IN.	509.000 LFT	50.00		25,450.00	
120	807-07580 WIRE, NO. 4 COPPER, IN PLASTIC DUCT, IN	1,980.000 LFT	45.00		89,100.00	
121	807-08612 HANDHOLE, RECTANGULAR	2.000 EACH	3,000.00		6,000.00	
122	807-12184 LIGHTING FOUNDATION, CONCRETE, WITH GROUT	11.000 EACH	3,000.00		33,000.00	

## SCHEDULE OF PAY ITEMS REVISED:

LETTING DATE: 4/30/26

CONTRACT ID:

PROJECT(S): 191st Widening

CONTRACTOR: Morphey Construction, Inc.

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
123	807-12204 LUMINAIRE, SIGN	12.000 EACH	3,500.00		42,000.00	
124	807-86810 SERVICE POINT, II	1.000 EACH	5,000.00		5,000.00	
125	807-86889 CABLE, POLE CIRCUIT, TH WN, NO. 10 COPPER	2,310.000 LFT	3.00		6,930.00	
126	807-86910 CONNECTOR KIT, UNFUSED	17.000 EACH	75.00		1,275.00	
127	807-86915 CONNECTOR KIT, FUSED	17.000 EACH	75.00		1,275.00	
128	807-86920 MULTIPLE COMPRESSION FI TTING, NON-WATERP	33.000 EACH	20.00		660.00	
129	807-86925 MULTIPLE COMPRESSION FI TTING, WATERPROOF	20.000 EACH	25.00		500.00	
130	807-86930 INSULATION LINK, NON-WA TERPROOFED	40.000 EACH	20.00		800.00	
131	807-86935 INSULATION LINK, WATERP ROOFED	40.000 EACH	25.00		1,000.00	
132	807-86950 SIGN, UNDERPASS, AND RO ADWAY LIGHTING LO	17.000 EACH	100.00		1,700.00	
133	807-95889 WIRE, NO. 10 COPPER, 1/ C	9,902.000 LFT	3.00		29,706.00	

## SCHEDULE OF PAY ITEMS REVISED:

LETTING DATE:4/30/26

CONTRACT ID:

PROJECT(S): 191st Widening

CONTRACTOR: Morphey Construction, Inc.

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
134	807-97237 WIRE, NO. 4 COPPER, IN PLASTIC DUCT, 4 1	560.000 LFT	45.00		25,200.00	
135	805-78109 NEMA CABINET	1.000 EACH	7,500.00		7,500.00	
136	808-03439 TRANSVERSE MARKING, THE RMOPLASTIC, CROSS	390.000 LFT	9.04		3,525.60	
137	808-06701 LINE, THERMOPLASTIC, BR OKEN, WHITE, 4 IN	5,185.000 LFT	1.20		6,222.00	
138	808-06703 LINE, THERMOPLASTIC, SO LID, WHITE, 4 IN.	1,373.000 LFT	0.57		782.61	
139	808-06716 LINE, REMOVE	2,800.000 LFT	0.71		1,988.00	
140	808-11650 LINE, THERMOPLASTIC, DO TTED, WHITE, 6 IN	569.000 LFT	5.17		2,941.73	
141	808-12148 TRANSVERSE MARKING, THE RMOPLASTIC, YIELD	105.000 LFT	21.86		2,295.30	
142	808-75245 LINE, THERMOPLASTIC, SO LID, YELLOW, 4 IN	848.000 LFT	0.58		491.84	
143	808-75320 PAVEMENT MESSAGE MARKIN G, THERMOPLASTIC	13.000 EACH	293.00		3,809.00	
144	808-96016 LINE, THERMOPLASTIC, SO LID, YELLOW, 12 I	264.000 LFT	5.00		1,320.00	

SCHEDULE OF PAY ITEMS REVISED:

LETTING DATE: 4/30/26

CONTRACT ID:

PROJECT(S): 191st Widening

CONTRACTOR: Morphe Construction, Inc.

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
145	301-12233 COMPACTED AGGREGATE, NO . 8	139.000 CYS	120.00		16,680.00	
146	610-09108 PCCP FOR APPROACHES, 9 IN.	584.000 SYS	100.00		58,400.00	
147	801-07023 ENERGY ABSORBING TERMIN AL, CZ, TL-2	2.000 EACH	20,000.00		40,000.00	
			TOTAL		10,177,000.00	

## ITEMIZED PROPOSAL

ITEM	ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	105-06845	CONSTRUCTION ENGINEERING	LS	1		
2	110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1		
3	201-52370	CLEARING RIGHT OF WAY	LS	1		
4	202-02279	CURB AND GUTTER, REMOVE	LFT	1,668		
5	202-52710	SIDEWALK CONCRETE, REMOVE	SYS	118		
6	202-93615	CONCRETE, REMOVE	SYS	119		
7	203-02000	EXCAVATION, COMMON	CYS	10,190		
8	203-02020	EXCAVATION, UNCLASSIFIED	CYS	188		
9	203-02070	BORROW	CYS	4,905		
10	205-12108	STORMWATER MANAGEMENT BUDGET	DOL	102,823		
11	205-12616	STORMWATER MANAGEMENT IMPLEMENTATION	LS	1		
12	205-12618	SWQCP PREPARATION	LS	1		
13	207-08264	SUBGRADE TREATMENT, TYPE II	SYS	1,361		
14	207-08266	SUBGRADE TREATMENT, TYPE III	SYS	4,793		
15	207-12635	SUBGRADE TREATMENT, TYPE IBC	SYS	29,152		
16	211-02050	B BORROW	CYS	450		
17	211-09264	STRUCTURE BACKFILL, TYPE 1	CYS	1,901		
18	211-09266	STRUCTURE BACKFILL, TYPE 3	CYS	2,394		
19	214-11796	GEOGRID, TYPE IB	SYS	584		
20	301-12234	COMPACTED AGGREGATE, NO. 53	CYS	2,463		
21	302-07455	DENSE GRADED SUBBASE	CYS	11		
22	303-01180	COMPACTED AGGREGATE, NO. 53	TON	511		
23	306-08034	MILLING, ASPHALT, 1 1/2 IN.	SYS	224		
24	309-12695	LEAN CONCRETE BASE, 9 IN.	SYS	25		

See ATTACHED

25	401-07328	QC/QA-HMA, 3, 70, SURFACE, 9.5 mm	TON	1,902		
26	401-07398	QC/QA-HMA, 3, 70, INTERMEDIATE, 19.0 mm	TON	3,139		
27	401-07408	QC/QA-HMA, 3, 64, BASE, 25.0 mm	TON	7,589		
28	401-10258	JOINT ADHESIVE, SURFACE	LFT	8,252		
29	401-10259	JOINT ADHESIVE, INTERMEDIATE	LFT	8,252		
30	401-11785	LIQUID ASPHALT SEALANT	LFT	8,252		
31	401-12137	QC/QA-HMA, 4, 76, INTERMEDIATE, OG, 19.0 mm	TON	2,382		
32	402-10086	HMA FOR TEMPORARY PAVEMENT, C	TON	1,043		
33	406-05520	ASPHALT FOR TACK COAT	TON	36		
34	502-11543	PCCP, 4 IN.	SYS	477		
35	502-11564	PCCP, 7 IN.	SYS	300		
36	503-05240	D-1 CONTRACTION JOINT	LFT	200		
37	604-05528	HMA FOR SIDEWALK	TON	1,725		
38	604-08086	CURB RAMP, CONCRETE	SYS	319		
39	604-12083	DETECTABLE WARNING SURFACES	SYS	36		
40	604-95344	HANDRAIL, PEDESTRIAN	LFT	1,941		
41	605-06120	CURB, CONCRETE	LFT	4,050		
42	605-06155	CURB AND GUTTER, CONCRETE, MODIFIED, TYPE II	LFT	7,232		
43	605-06155{1}	CURB AND GUTTER, CONCRETE, MODIFIED, TYPE III	LFT	1,803		
44	605-06155{2}	CURB AND GUTTER, CONCRETE, MODIFIED, TYPE IV	LFT	315		
45	605-06205	CENTER CURB, B CONCRETE	LFT	330		
46	605-06215	CENTER CURB, D CONCRETE, MODIFIED	LFT	12		
47	609-06257	REINFORCED CONCRETE BRIDGE APPROACH, 10 IN.	SYS	25		
48	610-07487	HMA FOR APPROACHES, TYPE B	TON	119		
49	<del>610-08446</del>	<del>PCCP FOR APPROACHES, 6 IN.</del>	<del>SYS</del>	<del>0</del>		

50	611-06497	MAILBOX ASSEMBLY, SINGLE	EACH	8		
51	615-06490	RIGHT-OF-WAY MARKER	EACH	7		
52	621-01004	MOBILIZATION AND DEMOBILIZATION FOR SEEDING	EACH	3		
53	621-06545	FERTILIZER	TON	1		
54	621-06554	SEED MIXTURE, U	LBS	319		
55	621-06560	MULCHED SEEDING, TYPE U	SYS	8,751		
56	621-06565	MULCHING MATERIAL	TON	4		
57	621-06567	WATER	KGAL	31		
58	621-06574	SODDING	SYS	8,254		
59	701-09558	TEST PILE, INDICATOR, PRODUCTION	LFT	390		
60	701-09560	TEST PILE, INDICATOR, RESTRIKE	EACH	6		
61	701-09739	PILE SHOE, HP 12 X 53	EACH	36		
62	701-51195	PILE, STEEL H, HP 12 X 53	LFT	1,650		
63	702-51005	CONCRETE, A, SUBSTRUCTURE	CYS	241		
64	702-51015	CONCRETE, B, FOOTINGS	CYS	56		
65	703-06029	REINFORCING BARS, EPOXY COATED	LBS	22,580		
66	704-51106	DECK DRAIN	EACH	12		
67	709-07110	SEAL COAT GRAFFITI RESISTANT	SFT	13,922		
68	709-51821	SURFACE SEAL	LS	1		
69	711-04845	BRIDGE, STEEL TRUSS, PRE-ENGINEERED	LS	1		
70	715-05048	PIPE, TYPE 4, CIRCULAR, 6 IN.	LFT	7,005		
71	715-05146	PIPE, TYPE 2, CIRCULAR, 6 IN.	LFT	323		
72	715-05149	PIPE, TYPE 2, CIRCULAR, 12 IN.	LFT	879		
73	715-05151	PIPE, TYPE 2, CIRCULAR, 15 IN.	LFT	603		
74	715-05152	PIPE, TYPE 2, CIRCULAR, 18 IN.	LFT	965		
75	715-05154	PIPE, TYPE 2, CIRCULAR, 24 IN.	LFT	981		
76	715-09475	STORMWATER QUALITY UNIT, 5FT DIA.	EACH	3		

77	718-06532	VIDEO INSPECTION FOR UNDERDRAINS	LFT	7,005		
78	718-12305	GEOTEXTILES FOR UNDERDRAIN, TYPE 1A	SYS	6,850		
79	718-52610	AGGREGATE FOR UNDERDRAINS	CYS	631		
80	720-45030	INLET, E7	EACH	1		
81	720-45045	INLET, J10	EACH	1		
82	720-45055	INLET, M10	EACH	27		
83	720-45410	MANHOLE, C4	EACH	9		
84	720-90349	MANHOLE, C8	EACH	3		
85	720-95422	MANHOLE, J4	EACH	10		
86	724-12773	BRIDGE EXPANSION JOINT, TYPE PCF	LFT	84		
87	732-11810	MODULAR BLOCK WALL	SFT	927		
88	732-11810 {1}	MODULAR BLOCK WALL {LARGE UNIT}	SFT	9,975		
89	732-11811	MODULAR BLOCK WALL ERECTION	SFT	927		
90	732-11811 {2}	MODULAR BLOCK WALL ERECTION {LARGE UNIT}	SFT	9,975		
91	801-03290	CONSTRUCTION SIGN, C	EACH	5		
92	801-04308	ROAD CLOSURE SIGN ASSEMBLY	EACH	10		
93	801-06203	TEMPORARY PAVEMENT MARKING, 4 IN.	LFT	21,373		
94	801-06216	TEMPORARY TRANSVERSE PAVEMENT MARKING, 24 IN.	LFT	64		
95	801-06625	DETOUR ROUTE MARKER ASSEMBLY	EACH	29		
96	801-06640	CONSTRUCTION SIGN, A	EACH	19		
97	801-06645	CONSTRUCTION SIGN, B	EACH	15		
98	801-06775	MAINTAINING TRAFFIC	LS	1		
99	801-07118	BARRICADE, III-A	LFT	192		
100	801-07119	BARRICADE, III-B	LFT	300		
101	801-08401	TEMPORARY TRAFFIC BARRIER, TYPE 2	LFT	230		
102	802-05701	SIGN POST, SQUARE TYPE 1 REINFORCED ANCHOR BASE	LFT	497		
103	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN.	SFT	58		

104	802-09840	SIGN, SHEET, WITH LEGEND, 0.100 IN.	SFT	306		
105	802-09842	SIGN, SHEET, WITH LEGEND, 0.125 IN.	SFT	323		
106	805-11799	RECTANGULAR RAPID FLASHING BEACON	EACH	8		
107	805-11815	CONDUIT, HDPE, 2 IN. SCHEDULE 80	LFT	510		
108	805-86898	CONDUIT, STEEL, GALVANIZED, 0.75 IN.	LFT	3,007		
109	807-02191	HANDHOLE, LIGHTING	EACH	14		
110	807-02194	SERVICE POINT, II, MODIFIED	EACH	1		
111	807-02394	CONTROLLER, LIGHTING	EACH	1		
112	807-03758	LIGHTING FOUNDATION, CONCRETE, WITH GROUNDING, 24 IN. X 24 IN. X 96 IN.	EACH	17		
113	807-03950	LUMINAIRE ORNAMENTAL	EACH	17		
114	807-03950	LUMINAIRE, ORNAMENTAL, PEDESTRIAN	EACH	11		
115	807-03951	LIGHT POLE ORNAMENTAL	EACH	17		
116	807-03951	LIGHT POLE, ORNAMENTAL, PEDESTRIAN, WITH MAST ARM	EACH	11		
117	807-04866	LUMINAIRE, BOLLARD	EACH	61		
118	807-04866 {1}	LUMINAIRE, SPOTLIGHT	EACH	22		
119	807-06592	CONDUIT, STEEL, GALVANIZED, 2 IN.	LFT	509		
120	807-07580	WIRE, NO. 4 COPPER, IN PLASTIC DUCT, IN TRENCH, 4 1/2	LFT	1,980		
121	807-08612	HANDHOLE, RECTANGULAR	EACH	2		
122	807-12184	LIGHTING FOUNDATION, CONCRETE, WITH GROUNDING, 24 IN. DIAMETER X 72 IN.	EACH	11		
123	807-12204	LUMINAIRE, SIGN	EACH	12		
124	807-86810	SERVICE POINT, II	EACH	1		
125	807-86889	CABLE, POLE CIRCUIT, THWN, NO. 10 COPPER, STRANDED 1/2	LFT	2,310		
126	807-86910	CONNECTOR KIT, UNFUSED	EACH	17		
127	807-86915	CONNECTOR KIT, FUSED	EACH	17		

128	807-86920	MULTIPLE COMPRESSION FITTING, NON-WATERPROOFED	EACH	33		
129	807-86925	MULTIPLE COMPRESSION FITTING, WATERPROOFED	EACH	20		
130	807-86930	INSULATION LINK, NON-WATERPROOFED	EACH	40		
131	807-86935	INSULATION LINK, WATERPROOFED	EACH	40		
132	807-86950	SIGN, UNDERPASS, AND ROADWAY LIGHTING LOCATION IDENTIFICATION	EACH	17		
133	807-95889	WIRE, NO. 10 COPPER, 1/C	LFT	9,902		
134	807-97237	WIRE, NO. 4 COPPER, IN PLASTIC DUCT, 4 1/C	LFT	560		
135	807-XXXXX	NEMA CABINET	EACH	1		
136	808-03439	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	LFT	390		
137	808-06701	LINE, THERMOPLASTIC, BROKEN, WHITE, 4 IN.	LFT	5,185		
138	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	LFT	1,373		
139	808-06716	LINE, REMOVE	LFT	2,800		
140	808-11650	LINE, THERMOPLASTIC, DOTTED, WHITE, 6 IN.	LFT	569		
141	808-12148	TRANSVERSE MARKING, THERMOPLASTIC, YIELD LINE, WHITE, 36 IN.	LFT	105		
142	808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	LFT	848		
143	808-75320	PAVEMENT MESSAGE MARKING, THERMOPLASTIC LANE INDICATION ARROW	EACH	13		
144	808-96016	LINE, THERMOPLASTIC, SOLID, YELLOW, 12 IN.	LFT	264		
145	301-12233	COMPACTED AGGREGATE, NO. 8	CYS	139		
146	610-09108	PCCP FOR APPROACHES, 9 IN.	SYS	584		
147	801-07023	ENERGY ABSORBING TERMINAL, CZ, TL-2	EACH	2		
				<b>TOTAL :</b>		

**Base Bid Amount in words for 191<sup>st</sup> Street Road Widening Project:**

Ten Millions One Hundred Seventy Seven Thousand Dollars and no /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

Five Hundred Eight Thousand Eight Hundred Fifty 2/100  
Dollars (\$ 508,850.00 ),

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. 1 4-21-26 is hereby acknowledged.  
2 4-24-26

Respectfully submitted,

Morphey Construction, Inc.  
Contractor  
(Individual ) (Partnership )  
or (Corporation )

By [Signature]  
Steven P. Milbourne

Title President

Dated: April 28, 2026 Address 1499 N. Sherman Dr  
Indianapolis, IN 46201

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.

**Attachment 2**

The Affidavit of Employee Status shall be signed and notarized.

**AFFIDAVIT OF EMPLOYEE STATUS**

Re: Project – 191<sup>st</sup> Street and Road Widening Roundabout

**WHEREAS**, the City of Westfield, Hamilton County, Indiana, hereinafter referred to as the “City” is in the process of construction work on the 191<sup>st</sup> Street Road Widening Project, hereinafter referred to as the “Project”;

**WHEREAS**, Morphey Construction, Inc., hereinafter referred to as the “Vendor”, is the general contractor of the above reference project; and

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

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

  
\_\_\_\_\_  
Signature:  
*Steven P. Milbourne*  
\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Signature:  
\_\_\_\_\_  
Printed Name:

STATE OF INDIANA:

SS:

COUNTY OF \_\_\_\_\_

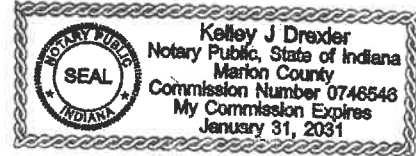
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Before me the undersigned, a Notary Public in and for said State and County, personally appeared of Morphey Construction, Inc., the general contractor and acknowledge the execution of the foregoing Affidavit of Employee Status to be a free and voluntary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

Witness my hand and Notarial Seal this 18<sup>th</sup> day of May, 2026

Kelley J Drexler  
Signature

Kelley J Drexler  
Printed Name



My Commission expires Jan 31 2031

I am a resident of marion 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.



Invoice Date:	
Invoice or App Number:	

Westfield Department of Public Works  
 2706 East 171<sup>st</sup> Street  
 Westfield, IN 46074  
[AP@westfield.in.gov](mailto:AP@westfield.in.gov)

Westfield Project Name:	191 <sup>st</sup> Street Road Widening Project
Westfield Project Number:	1410012
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)	
<b>8. Total Amount Payable This Invoice (Line 6 less 7)</b>	
9. Balance to Finish, Including Retainage (Line 3 less 6)	

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

**AGREEMENT BETWEEN  
OWNER AND ENGINEER**

**THIS AGREEMENT** is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, by and between

WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY  
2706 East 171<sup>st</sup> Street  
Westfield, Indiana 46074

hereinafter called the **OWNER** and

BUTLER, FAIRMAN and SEUFERT, INC.  
500 East 96<sup>th</sup> Street, Suite 500  
Indianapolis, Indiana 46240

hereinafter called the **ENGINEER**.

**WITNESSETH**

**WHEREAS** the **OWNER** requires professional engineering services in connection with the following described project:

Casey Road Improvements from 186<sup>th</sup> Street to 193<sup>rd</sup> Street

**WHEREAS**, the **OWNER** wishes to engage the **ENGINEER** to provide certain services pertaining thereto; and

**WHEREAS**, the **ENGINEER** represents that it has sufficient qualified personnel and equipment and is capable of performing the professional engineering services described herein; is a corporation qualified to do business in the State of Indiana; and the services described herein will be performed under the supervision of an engineer licensed to practice in the State of Indiana.

The **OWNER** and the **ENGINEER**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**SECTION I SERVICES BY ENGINEER**

The services to be provided by the **ENGINEER** under this Agreement are set out in Appendix "A", attached to this Agreement, and made an integral part hereof.

**SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY OWNER**

The information and services to be furnished by the **OWNER** are set out in Appendix "B", attached to this Agreement, and made an integral part hereof.

### **SECTION III NOTICE TO PROCEED AND SCHEDULE**

The **ENGINEER** shall begin the work to be performed under this Agreement upon receipt of the written notice to proceed from the **OWNER**, and shall deliver the work to the **OWNER** in accordance with the schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof. The **ENGINEER** shall not begin work prior to the date of the notice to proceed.

This Agreement shall be applicable to all assignments authorized by the **OWNER** and accepted by the **ENGINEER** subsequent to the date of execution and shall be effective as to all assignments authorized.

### **SECTION IV COMPENSATION**

The **ENGINEER** shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

### **SECTION V MISCELLANEOUS PROVISIONS**

Miscellaneous Provisions are set out in Appendix "E", attached to this Agreement, and made an integral part hereof.

### **SECTION VI GENERAL PROVISIONS**

#### **1. Work Office**

The **ENGINEER** shall perform the work under this Agreement at the following office(s):

500 East 96<sup>th</sup> St, Suite 500 – Indianapolis, IN 46240

#### **2. Employment**

During the period of this Agreement, the **ENGINEER** shall not engage, on a full or part time or other basis, any personnel who remain in the employ of the **OWNER**.

#### **3. Subletting and Assignment**

The **ENGINEER** and its subcontractors, if any, shall not assign, sublet, subcontract, or otherwise dispose of the whole or any part of the work under this Agreement without prior written consent of the **OWNER**. Consent for such assignment shall not relieve the **ENGINEER** of any of its duties or responsibilities hereunder.

#### **4. Use and Ownership**

All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the **ENGINEER** as instruments of service, shall remain the property of the **ENGINEER**. The **OWNER** shall be entitled to copies or reproducible sets of any of the aforesaid.

The **ENGINEER** will retain all pertinent records relating to the services performed for a period of five (5) years following performance of work, during which period the records will be made available to the **OWNER** at all reasonable times.

The **ENGINEER** agrees that the **OWNER** is not required to use any plan, report, drawing, specifications, advice, map, document or study prepared by the **ENGINEER** and the **ENGINEER** waives all right of redress against the **OWNER** if the **OWNER** does not utilize same. Any modification, amendment, misuse of any of the **ENGINEER's** work by the **OWNER** or actions that disregard the **ENGINEER's** recommendations to the **OWNER** shall release the **ENGINEER** from any and all liability in connection with such work modified, amended or misused thereafter and the **OWNER** shall not use the **ENGINEER's** name thereon without the expressed approval of the **ENGINEER**.

5. **Compliance with State and Other Laws**

The **ENGINEER** specifically agrees that in performance of the services herein enumerated by **ENGINEER** or by a subcontractor or anyone acting in behalf of either, that each will comply with all State, Federal, and Local Statutes, Ordinances, and Regulations.

6. **Professional Responsibility**

The **ENGINEER** will exercise reasonable skill, care, and diligence in the performance of services and will carry out all responsibilities in accordance with customarily accepted professional engineering practices. If the **ENGINEER** fails to meet the foregoing standard, the **ENGINEER** will perform at its own cost, and without reimbursement from the **OWNER**, the services necessary to correct errors and omissions which are caused by the **ENGINEER's** failure to comply with above standard, and which are reported to the **ENGINEER** within one (1) year from the completion of the **ENGINEER's** services for the Project.

In addition, the **ENGINEER** will be responsible to the **OWNER** for damages caused by its negligent conduct during **ENGINEER's** activities at the Project site or in the field to the extent covered by the **ENGINEER's** Comprehensive General Liability and Automobile Liability Insurance.

The **ENGINEER** shall not be responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the **OWNER** or other consultants, including, without limitation, surveyors and geotechnical engineers, who have been retained by **OWNER**. The **ENGINEER** shall have no liability for errors or deficiencies in its designs, drawings, specifications and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known or should have been known by the **ENGINEER**) in the designs, drawings, specifications and other services furnished by the **OWNER**, or other consultants retained by the **OWNER**.

7. **Status of Claims**

The **ENGINEER** shall be responsible for keeping the **OWNER** currently advised as to the status of any known claims made for damages against the **ENGINEER** resulting from services performed under this Agreement. The **ENGINEER** shall send notice of claims related to work under this Agreement to the **OWNER**.

8. **Insurance**

The **ENGINEER** shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:

General Liability (including automobile) - combined single limit of \$1,000,000.00;

Worker's Compensation - statutory limit; and

Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission, or act in the amount of \$1,000,000.00.

The **ENGINEER** shall provide Certificates of Insurance indicating the aforesaid coverage upon request of the **OWNER**.

9. **Status Reports**

The **ENGINEER** shall furnish a monthly Status Report to the **OWNER** by the fifteenth (15th) of each month.

10. **Changes in Work**

In the event that either the **OWNER** or the **ENGINEER** determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the **OWNER**, both parties in the exercise of their reasonable and honest judgment shall negotiate the changes and the **ENGINEER** shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and the **ENGINEER** is authorized in writing by the **OWNER** to proceed.

11. **Delays and Extensions**

The **ENGINEER** agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Any such delays shall be compensated for by an extension of time for such period as may be determined by the **OWNER**, subject to the **ENGINEER's** approval. However, it being understood, that the permitting of the **ENGINEER** to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the **OWNER** of any of its rights herein.

12. **Abandonment**

Services may be terminated by the **OWNER** and the **ENGINEER** by thirty (30) days' notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so abandoned, the **ENGINEER** shall deliver to the **OWNER** copies of all data, reports, drawings, specifications and estimates completed or partially completed along with a summary of the progress of the work completed within twenty (20) days of the abandonment. In the event of the failure by the **ENGINEER** to make such delivery upon demand, then and in that event the **ENGINEER** shall pay to the **OWNER** any damages sustained by reason thereof. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the **ENGINEER** to the date of the abandonment for all services to be paid for on a lump sum basis. The **ENGINEER** shall be compensated for services properly rendered prior to the effective date of abandonment on all services to be paid on a cost basis or a cost plus fixed fee basis. The payment as made to the **ENGINEER** shall be paid as the final payment in full settlement and release for the services hereunder.

13. **Non-Discrimination**

Pursuant to Indiana and Federal Law, the **ENGINEER** and **ENGINEER's** subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under 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, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

14. **Employment Eligibility Verification.**

The **ENGINEER** affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

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

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

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

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

15. **No Investment in Iran.**

As required by IC 5-22-16.5, the **ENGINEER** certifies that the **ENGINEER** is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

16. **Successor and Assigns**

The **OWNER** and the **ENGINEER** each binds themselves and successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the **OWNER** and the **ENGINEER** shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.

17. **Supplements**

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

18. **Governing Laws**

This Agreement and all of the terms and provisions shall be interpreted and construed according to the laws of the State of Indiana. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other causes, paragraphs or part of this Agreement, shall nevertheless remain in full force and effect.

This Agreement contains the entire understanding between the parties and no modification or alteration of this Agreement shall be binding unless endorsed in writing by the parties thereto.

This Agreement shall not be binding until executed by all parties.

19. **Independent Engineer**

In all matters relating to this Agreement, the **ENGINEER** shall act as an independent engineer. Neither the **ENGINEER** nor its employees are employees of the **OWNER** under the meaning or application of any Federal or State Laws or Regulations and the **ENGINEER** agrees to assume all liabilities and obligations imposed in the performance of this Agreement. The **ENGINEER** shall not have any authority to assume or create obligations, expressed or implied, on behalf of the **OWNER** and the **ENGINEER** shall have no authority to represent as agent, employee, or in any other capacity than as set forth herein.

20. **Rights and Benefits**

The **ENGINEER's** services will be performed solely for the benefit of the **OWNER** and not for the benefit of any other persons or entities.

21. **Disputes**

All claims or disputes of the **ENGINEER** and the **OWNER** arising out of or relating to the Agreement, or the breach thereof, shall be first submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in a court located within the county and state where the project is located.

22. **Limitation of Liability**

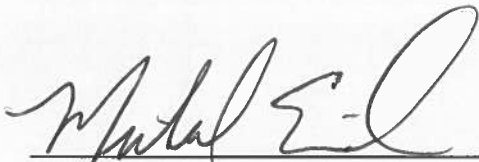
To the maximum extent permitted by law, the **OWNER** agrees to limit the **ENGINEER's** liability for the **ENGINEER's** damages to the sum of \$1,000,000.00 limit of Professional Liability insurance. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

**IN WITNESS WHEREOF**, the **OWNER** and the **ENGINEER** have signed this Agreement in duplicate. One counterpart each has been delivered to the **OWNER** and the **ENGINEER**.

This Agreement will be effective on \_\_\_\_\_, 20 \_\_\_\_.

**ENGINEER:**  
**BUTLER, FAIRMAN and SEUFERT, INC.**

**OWNER:**

  
\_\_\_\_\_  
Michael Eichenauer, Executive Vice President

By: \_\_\_\_\_  
Scott Willis, Mayor

\_\_\_\_\_  
Nick Snoply

\_\_\_\_\_  
Nick Barbknecht

Date: \_\_\_\_\_

## APPENDIX "A"

### SERVICES BY ENGINEER

#### A. PROJECT DESCRIPTION

The City of Westfield desires to improve the intersections of Casey Road at 186<sup>th</sup> and 193<sup>rd</sup> streets by installing single lane roundabouts at each location, as well as approximately 4,000 ft of roadway improvements to Casey Rd. between the two intersections. Design will include reconstruction of the existing roadway of Casey Rd. to accommodate 2- 12 lanes with 2-foot paved shoulders and 2-foot aggregate shoulders. The existing centerline of the roadway will be shifted west to avoid unnecessary relocations of electric transmission lines and walking paths. No work is planned to occur on the Hamilton County bridge over Little Eagle Creek.

#### B. SCOPE OF WORK

##### I. PROJECT MANAGEMENT

The **ENGINEER** will provide project management services for the project. Tasks to be performed are as follows:

1. Coordinate communication between the design team with the **OWNER**.
2. Prepare for, conduct monthly project coordination meetings with the **OWNER**.
3. assist the **OWNER** as needed with coordination with the developer.
4. Prepare for and conduct monthly design team coordination meetings.
5. Prepare and maintain an overall project schedule.

##### II. TOPOGRAPHIC SURVEY

1. Field survey data shall be in conformance with the requirements of Title 865 IAC 1-12 et sequential and the Indiana Design Manual, Part III, Location Surveys.
2. Survey limits will extend from Casey Road approximately 0.75 mile between 186<sup>th</sup> and 193<sup>rd</sup> Streets as well as approximately 800-1,000ft. along each leg of the intersections.
3. At a minimum the survey will include locating visible wells, utilities that have been marked on the ground based on Locate tickets submitted to Indiana Underground Plant Protection Services, visible septic structures within 75 feet of the existing road centerline or 50 feet beyond the proposed future right-of-way whichever is greater. Coordination between the **ENGINEER**, utilities and property owners will take place to facilitate the location of any underground features within the surveyed

area. This shall be done to insure the most efficient design can be achieved which will minimize land acquisition and relocation costs.

4. The Field Survey will be integrated with the United States Public Land System and physical monumentation as necessary to acquire Right of Way for this project in accordance with Title 865 IAC 1-12 et sequential.
5. A Location Control Route Survey Plat will be completed for the survey limits.

### III. ROADWAY DESIGN

1. The **ENGINEER** shall prepare preliminary plans and preliminary estimates of cost, which shall be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: Chapter 7 (Plan Preparation) of the "INDOT LPA Guidance Document for Local Federal-Aid Projects" (latest revision), INDOT 3-R Design Standards, American Association of State Highway and Transportation Officials "A Policy on Geometric Design of Highways and Streets", Indiana Department of Transportation's Standard Specifications, Road and Bridge Memoranda and Road and Bridge Design Manuals except as modified by supplemental specifications and special provisions, if any, and the **OWNER's** Standard Specifications and Drawings.
2. Preliminary Grade Review Plans. Preliminary Grade Review Plans shall be in accordance with the accepted standards for such work and will include the following:
  - i. Preliminary Plan Sheet Creation
  - ii. Title Sheet
  - iii. Typical Sections
  - iv. Plan and Profile Sheets
  - v. Ditch Grading
  - vi. Cross Sections
  - vii. Preliminary Horizontal and Vertical Alignment Design
  - viii. Preliminary Public Road Approaches and Drives Design
  - ix. Preliminary Construction Limits
3. Preliminary Field Check Plans and Meeting: The **ENGINEER** shall prepare necessary information and conduct a Preliminary Field Check. Preliminary plan development which shall be in accordance with the accepted standards for such work and will include the following:
  - i. Updated Typical Sections
  - ii. Preliminary MOT Plan
  - iii. Updated Cross sections Plan and Profile Sheets

- iv. Updated Horizontal and Vertical Alignment Design
  - v. Updated Ditch Grading Design
  - vi. Updated Storm Sewer Design
  - vii. Roundabout layout with design checks
  - viii. Updated Cross Sections with storm sewer
  - ix. Construction limits
  - x. Preliminary proposed right-of-way
4. Preliminary Final Plans (60% complete) – Preliminary Final Plans shall be developed prior to the right-of-way acquisition process and shall be in accordance with accepted standards for such work to include the following:
- i. Final Proposed Permanent and Temporary Right-of-way limits
  - ii. Final Drainage Design
  - iii. Erosion Control Plan
  - iv. Plan & Profile in sufficient detail to begin requesting Utility work plans
5. Final Plan Development: The **ENGINEER** shall complete the final contract plans (Final Tracings), special provisions (recurring and unique), final opinions of probable construction costs, and all other necessary documents, reports and calculations. The opinion of probable construction cost shall be prepared according to the current practices of the INDOT and shall include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the **OWNER**, through its own forces or through other party or parties will prepare detail plans. The unit prices to be used shall be in accordance with the methods used by the INDOT. The **ENGINEER** shall submit Final Tracings Plans to the **OWNER** for review and approval.

Final plan development which shall be in accordance with the accepted standards for such work and will include the following:

- i. Final Plan Sheet
- ii. Final Design Calculations
- iii. Final Horizontal and Vertical Alignment Design
- iv. Final Public Road Approaches and Drives Design
- v. Final Ditch Grading Design
- vi. Incorporate Final Pavement Design
- vii. Final Cross Sections
- viii. Prepare Opinion of Probable Construction Cost

#### IV. PERMITTING

1. Permit Determination: The **ENGINEER** shall conduct field work and research to map and identify impacts to regulated waterways associated with the Project.
2. Construction Stormwater General Permit (CSGP): The **ENGINEER** shall develop erosion control plans and documentation for including in the final plans, as well as for the necessary submittals and reviews to obtain an IDEM Construction Stormwater General Permit (CSGP) for the design project. The work will be in accordance with INDOT and FHWA regulations and guidance, as well as applicable state requirements.
3. Hamilton County Legal Drain Permit: The **ENGINEER** shall gather all necessary landowner information, survey information, design information, and packaging the information into a permit application for Hamilton County Drainage Board to approve.

#### **PERMITS - AS NEEDED**

If required, the **ENGINEER** shall provide professional services to identify, prepare, and submit applications for the following environmental permits required for the project:

4. Indiana DNR Construction in a Floodway (CIF) Permit: If needed, the **ENGINEER** shall determine the limits of the floodway at Little Eagle Creek and evaluate project impacts related to roadway widening or shifted alignments, and shall submit a formal permit application to the Indiana Department of Natural Resources (IDNR) under the Flood Control Act (IC 14-28-1).
5. IDEM / USACE 404/401 Water Quality Permits: If needed, the **ENGINEER** shall prepare the necessary application (Nationwide or Individual Permit) for the U.S. Army Corps of Engineers for any discharge of dredged or fill material into Waters of the United States, including potential impacts to Little Eagle Creek or adjacent wetlands. The **ENGINEER** shall also prepare the Water Quality Certification application for the Indiana Department of Environmental Management (IDEM) to ensure project activities comply with state water quality standards and manage all correspondence with each respective regulatory agency.

#### **V. TRAFFIC DESIGN SERVICES**

##### LIGHTING DESIGN.

The **ENGINEER** shall provide Lighting Design services for the design project. Tasks to be performed are as follows:

1. Coordinate and determine the optimal light fixture, mounting height, and aesthetic needs of the intersection improvements.

2. Preliminary and final layout of lighting for the design project.
3. Voltage drop calculations and associated coordination with the Utility Coordination team in order to establish a service point and power requirements for the lighting design.
4. Quantities and Pay Items required for the contract documents and any associated special provisions for all submittals.
5. Coordinate with all required Roadway submittals to the City.

## PAVEMENT MARKING AND SIGNAGE DESIGN

The **ENGINEER** shall provide Pavement Marking and Signage Design services for the design project. Tasks to be performed are as follows:

1. Coordinate and determine the unique needs of the pavement marking and signage in order to meet both local and state standards.
2. Preliminary and final layout of pavement markings and signs for the design project that will allow for optimal driver clarity.
3. Quantities and Pay Items required for the contract documents and any associated special provisions for all submittals.

## VI. UTILITY COORDINATION SERVICES

### UTILITY COORDINATION

The **ENGINEER** shall perform utility coordination which shall include the following:

1. Utility Coordination Project Management, project meetings, and monthly reports
2. Submit Indiana 811 tickets via the Exactix software to get existing utilities located throughout the project scope limits to be surveyed by topographic survey crews once onsite. Scope includes monitoring utility responses through phone calls and emails to ensure locates get completed onsite, and escalating to established project utility coordination contacts if necessary to get onsite locates completed.
3. Review survey 811 tickets, complete design 811 ticket, and perform area research to determine utilities in the area of the project.
4. Send out Initial Notice Letters for preliminary contact to all utilities, both public and private, to establish: a point of contact, the location of the utilities facilities within the field survey limits, and documentation of reimbursable property interests if any.
5. Follow-up with non-responders via email, phone, etc. to confirm Initial Notice responses and obtain easements if/where necessary.
6. Send out Verification of Existing Facility Letters and plans to all utilities, review response information as they are obtained and update / coordinate the update of the project topographical information.

7. Notify utilities of the preliminary field check meeting and attend to discuss both locations of existing facilities shown on the plans and potential conflicts between the utilities and the proposed project.
8. Send out Conflict Analysis Letters to all utilities with revised plans and utility information based on responses from Verification of Existing Facilities and discussions at the Preliminary Field Check to verify any remaining conflicts with the proposed improvements for the project.
9. Send out Preliminary Final Plans, Requests for Work Plans Letters and Work Plan Documents to each utility. AutoCAD files will be prepared and sent to utilities upon request.
10. Review Utility Relocation Work Plans and Relocation Drawings for possible conflicts with the proposed improvements for the project, and for conflicts between additional utilities and their proposed relocations.
11. Coordinate a final utility coordination meeting if necessary to discuss utility relocations with all relevant utilities.
12. Prepare, route and coordinate any agreements necessary for utility relocations.
13. Prepare utility special provision and utility relocation Gantt chart for final submittals.
14. Issue all approved work plans letters to the utilities unless otherwise directed by the **OWNER**.

#### UC SCOPE EXCLUSIONS:

- Utility Coordination scope assumes no utility relocations will be required, including reimbursable utility relocations and associated reimbursable utility agreements (URAs)
- Utility Relocation Inspection
- SUE Coordination & Survey
- SUE – Investigation (by Provider)
- Survey Assist Utility Coordination – right of way staking for Utilities
- Survey Assist Utility Coordination – pickup survey for utilities not marked during initial 811 locate for topographic survey

## VII. RIGHT-OF-WAY ENGINEERING SERVICES

The **ENGINEER** shall provide RIGHT-OF-WAY ENGINEERING for a maximum of 12 parcels in accordance with the procedures and standards as indicated in the Indiana Department of Transportation, Land Acquisition Division, Right-of-Way Engineering Procedures Manual including the following:

1. Establish Existing property lines, Right-of-Way required for acquisition as well as template for documentation; coordinate Right-of-Way efforts with client, design, and subconsultants.
2. Provide a documented 20-year title search (T&E Report) for each parcel prepared by an abstractor as approved by the Indiana Department of Transportation.
3. Provide legal descriptions and land plats for each parcel. The descriptions shall be prepared and certified by an Indiana Professional Surveyor.
4. Provide parcel staking (1 time only).

#### **VIII. CONTRACT DOCUMENTS**

The **ENGINEER** shall prepare Contract Documents using City of Westfield boilerplate templates standard EJCDC based documents as needed and incorporate appropriate Municipal Standard requirements into the plans and specifications. It is the intention of the **OWNER** to bid these intersections as one contract but develop them into separate plan sets in case they need to let separately. This fee assumes both intersections are bundled into a single construction contract.

#### **IX. BIDDING ASSISTANCE**

The **ENGINEER** will assist the **OWNER** in making the Contract Documents available to Bidders, manage questions from the **OWNER** and Bidders, and issue Addenda if required. The **ENGINEER** will review the Bids to make a recommendation as to the lowest, responsive, and responsible Bidder. If it is the intention of the **OWNER** to spread out construction over several years or otherwise complete the project in phases, repeat the scope of work for this phase each time as required by the **OWNER**.

#### **X. CONSTRUCTION PHASE SERVICES**

The **ENGINEER** shall attend the preconstruction conference, review shop drawings, and make recommendations as to changes in the work if required during the Construction phase of the Project.

## APPENDIX "B"

### INFORMATION AND SERVICES TO BE FURNISHED BY OWNER

The **OWNER** shall, within a reasonable time, so as not to delay the services of the **ENGINEER**:

1. Provide full information as to **ENGINEER's** requirements for the Project.
2. Assist the **ENGINEER** by placing at **ENGINEER's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
3. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by **ENGINEER**, obtain advice of an attorney, insurance counselor, and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.
4. Give prompt written notice to the **ENGINEER** whenever the **OWNER** observes or otherwise becomes aware of any defect in the Project.
5. Furnish all existing approvals or permits from all governmental authorities having jurisdiction over the Project. The **ENGINEER** will assist the **OWNER** in identifying and procuring any additional permits associated with this Project.
6. Arrange for access to and make all provisions for the **ENGINEER** to enter upon public and private property as required for the **ENGINEER** to perform services under this Agreement.
7. Obtain necessary easements and right-of-way for construction of the Project, including easement and right-of-way descriptions, property surveys and boundary surveys.
8. Furnish to the **ENGINEER**, as requested by the **ENGINEER** or as required by the Contract Documents, data prepared by or services of others, including exploration and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site.
9. Furnish to the **ENGINEER** all Geotechnical and Pavement Design analysis and/or details necessary to complete the Project.

## **APPENDIX “C”**

### **SCHEDULE**

- |                                  |   |
|----------------------------------|---|
| 1. Survey                        | 90 days from Notice to Proceed                    |
| 2. Preliminary Grade Review      | 60 days from Survey complete                      |
| 3. Preliminary Field Check       | 60 days from Prelim. Grade Review Approval        |
| 4. Preliminary Final Plans (60%) | 60 days from Prelim. Field Check                  |
| 5. Utility Coordination          | 7 calendar days prior to Advertisement for bids   |
| 6. ROW Engineering               | 60 days after Prelim. Final Plans (60%)           |
| 7. Final Plans                   | 90 days after Prelim. Final Plans (60%)           |
| 8. Permits                       | All permits secured 7 calendar days prior to bids |

**APPENDIX “D”**

**COMPENSATION**

A. Amount of Payment

1. The **ENGINEER** shall receive as payment for the work performed under Item Nos. 2, 3 and 4 below, the total fee not to exceed \$823,585.00, unless a modification of the Agreement is approved in writing by the **OWNER**.
2. The **ENGINEER** will be paid for the following work on a lump sum basis in accordance with the following schedule:

**Fee Schedule Summary:**

Project Management	\$ 33,000.00
Topographic Survey	\$ 83,550.00
Location Control Route Survey Plat	\$ 12,470.00
Intersection & Roadway Design/Plans -186 <sup>th</sup> St.	\$ 231,900.00
Intersection & Roadway Design/Plans – 193 <sup>rd</sup> St.	\$ 264,600.00
CSGP Permit	\$ 11,200.00
Hamilton County Drainage Permit	\$ 11,100.00
Permit Determination	\$ 12,900.00
Traffic Design	\$ 20,460.00
Utility Coordination	\$ 35,300.00
R/W Oversight– Property Mgmt & Property Lines	\$ 11,065.00
R/W Staking	\$ 6,290.00
Contract Documents / Bidding Assistance	\$ 13,200.00
IDNR Construction in a Floodway Permit (if needed)	\$ 11,400.00
IDEM/USACE 401/404 Permits (if needed)	\$ 11,300.00

1. The **ENGINEER** will be paid for the following work on a per parcel basis in accordance with the following schedule:

<u>Description</u>	<u>Parcels</u>	<u>Parcel Fee</u>	<u>Item Total</u>
T&E Reports	13	\$ 750.00	\$ 9,750.00
RW Engineering	12	\$ 3,900.00	\$ 46,800.00

4. The **ENGINEER** will be paid for the following On-Call Additional Services on the basis of actual hours of work performed on the project at the hourly billing rates noted in APPENDIX D-1”. The Hourly Billing Rates include overhead and fixed fee. The **ENGINEER** will be paid for the following work under additional services in accordance with the following schedule:

**Fee Schedule Summary:**

Construction Phase Services	\$20,000.00
-----------------------------	-------------

B. Additional Services

Additional Services would be services required in connection with permits, construction inspection, right-of-way engineering, right-of-way acquisition, or any legal action or litigation requiring the testimony and/or services of the **ENGINEER**, or if the **OWNER** or any other local, state, or federal agency shall direct or cause the **ENGINEER** to relocate or redesign the project, or any part thereof. The **OWNER** agrees to compensate the **ENGINEER** for Additional Services on the basis of actual hours of work performed on the project at the hourly billing rates noted in APPENDIX "D-1". The Hourly Billing Rates include overhead and fixed fee.

In addition to the hourly fees for additional services indicated above, the **ENGINEER** shall be compensated for direct project-related expenses such as job-related travel, permit applications, etc.

Any change in standards, design criteria, or other requirements by governmental units having jurisdiction over the contracted project which requires changes by the **ENGINEER** in the plans shall be considered as Additional Services.

In the event that the **OWNER** retains someone other than the **ENGINEER** to provide construction inspection, then the **OWNER** agrees to compensate the **ENGINEER** for Additional Services rendered in connection with the interpretation of plans, project stake-out or such other services that may be required during the construction phase of the work to be performed.

The **ENGINEER** shall, on behalf of the **OWNER**, cause to be made all borings and subsurface explorations and the analysis thereof; the cost of which shall be paid for by the **OWNER**.

C. Method of Payment

Payment shall be made by the **OWNER** to the **ENGINEER** each month as the work progresses.

**APPENDIX “D-1”**

**SCHEDULE OF COMPENSATION**

**BUTLER, FAIRMAN and SEUFERT, INC.**

**2026 HOURLY RATE SCHEDULE**

<u>Classification</u>		<u>Hourly Rates</u>
E-V	Engineer V	\$ 320.00
E-IV	Engineer IV	\$ 245.00
E-III	Engineer III	\$ 215.00
E-II	Engineer II	\$ 170.00
E-I	Engineer I	\$ 130.00
FP-V	Field Personnel V – (Project Coordinator)	\$ 270.00
FP-IV	Field Personnel IV	\$ 215.00
FP-III	Field Personnel III	\$ 165.00
FP-II	Field Personnel II	\$ 140.00
FP-I	Field Personnel I	\$ 110.00
EA-III	Engineer’s Assistant III	\$ 215.00
EA-II	Engineer’s Assistant II	\$ 190.00
EA-I	Engineer’s Assistant I	\$ 125.00
SP-1	Support Personnel I	\$ 85.00
C-II	Clerical II	\$ 165.00
C-I	Clerical I	\$ 105.00
P-III	Planner/Environmental Specialist III	\$ 175.00
P-II	Planner/Environmental Specialist II	\$ 140.00
P-I	Planner/Environmental Specialist I	\$ 120.00
EI-I	Engineer Intern I	\$ 80.00

The billing rates are effective January 2026 and may be adjusted annually (beginning January 2027) to reflect changes in the compensation payable to the **ENGINEER**.

**APPENDIX "E"**

**MISCELLANEOUS PROVISIONS**

**There are no miscellaneous provisions**

**EXHIBIT**  
**Man-hour Justifications**



**MAN-HOUR JUSTIFICATION**  
**City of Westfield**  
**Casey Rd : 186th St and 193rd St Roundabouts**  
**Project Management**

DESCRIPTION:	Year	Hours	MAN-HOURS BY CLASSIFICATION									LABOR COSTS PER TASK				
			E-V	E-IV	E-III	E-II	E-I	EA-III	EA-II	EA-I	FP-IV		FP-II	FP-I		
<b>PROJECT MANAGEMENT</b>																
Monthly Status Updates (1 per month @ 1 hr for 7 mo)	2026			7			7									\$2,905.00
Internal Team Status Meetings (1per month @ 1.5 hr for 7 mo)	2026			10			10									\$4,150.00
Develop and Maintain project schedule	2026			6			2									\$1,810.00
Review Invoices	2026			4												\$980.00
Monthly Status Updates (1 per month @ 1 hr for 12 mo)	2027			12			12									\$5,179.20
Internal Team Status Meetings (1 per month @ .51 hr for 12 mo)	2027			18			18									\$7,768.80
Review Invoices	2027			6												\$1,528.80
Monthly Status Updates (1 per month @ 1 hr for 7 mo)	2028			7			7									\$3,142.02
Internal Team Status Meetings (1 per month @ 1.5 hr for 7 mo)	2028			10			10									\$4,488.60
Review Invoices	2028			4												\$1,059.96
<b>TOTAL HOURS</b>	<b>YEAR</b>	<b>ECI</b>	<b>0</b>	<b>84</b>	<b>0</b>	<b>66</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
Direct Labor Rate	2026		\$320.00	\$245.00	\$215.00	\$170.00	\$130.00	\$215.00	\$190.00	\$125.00	\$215.00	\$140.00	\$110.00			
Direct Labor Rate	2027	4.0%	\$332.80	\$254.80	\$223.60	\$176.80	\$135.20	\$223.60	\$197.60	\$130.00	\$223.60	\$145.60	\$114.40			
Direct Labor Rate	2028	4.0%	\$346.11	\$264.99	\$232.54	\$183.87	\$140.61	\$232.54	\$205.50	\$135.20	\$232.54	\$151.42	\$118.98			
Direct Labor Rate	2029	4.0%	\$359.95	\$275.59	\$241.84	\$191.22	\$146.23	\$241.84	\$213.72	\$140.61	\$241.84	\$157.48	\$123.74			
Direct Labor Rate	2030	4.0%	\$374.35	\$286.61	\$251.51	\$198.87	\$152.08	\$251.51	\$222.27	\$146.23	\$251.51	\$163.78	\$128.69			
Direct Labor Rate	2031	4.0%	\$389.32	\$298.07	\$261.57	\$206.82	\$158.16	\$261.57	\$231.16	\$152.08	\$261.57	\$170.33	\$133.84			
Direct Labor Rate	2032	4.0%	\$404.89	\$309.99	\$272.03	\$215.09	\$164.49	\$272.03	\$240.41	\$158.16	\$272.03	\$177.14	\$139.19			
<b>TOTAL DIRECT LABOR</b>																\$33,012.38
<b>SUBTOTAL</b>			\$33,012.38													
<b>Expenses</b>																
Mileage	mi @	\$0.49 /mi X 1 trip	\$	-												
<b>TOTAL COST</b>			\$33,012.38													
<b>USE:</b>		<b>LSUM</b>	\$33,000.00													



**MAN-HOUR JUSTIFICATION**  
**City of Westfield**  
**Casey Rd : 186th St and 193rd St Roundabouts**  
**Topographic Survey**

DESCRIPTION:	Year	Hours	MAN-HOURS BY CLASSIFICATION									LABOR COSTS PER TASK				
			E-V	E-IV	E-III	E-II	E-I	EA-III	EA-II	EA-I	FP-IV		FP-II	FP-I		
<b>PROJECT MANAGEMENT</b>																
	2026											24				\$5,160.00
<b>FIELD EFFORT</b>																
Courthouse Research Survey Notices/Holey Moley	2026										8		4	8	8	\$4,380.00
Horizontal Control	2026													24	24	\$6,000.00
Vertical Control	2026													24	24	\$6,000.00
Data Collection & Structure Details	2026											8	88	88		\$23,720.00
Public Land Survey Corner Ties	2026													24	24	\$6,000.00
Set & Reference Control Points	2026													16	16	\$4,000.00
<b>OFFICE PROCESSING</b>																
Edit Data Collector Files & Create DTM	2026										40	20	4			\$10,960.00
Drafting	2026										20	5	2			\$4,855.00
Pipe Network	2026										16	8	2			\$4,470.00
Prepare Fieldbook	2026										20	10	2			\$5,480.00
Final Project Review	2026												8			\$1,720.00
<b>TOTAL HOURS</b>	<b>YEAR</b>	<b>ECI</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>104</b>	<b>43</b>	<b>54</b>	<b>184</b>	<b>184</b>		
Direct Labor Rate	2026		\$320.00	\$245.00	\$215.00	\$170.00	\$130.00	\$215.00	\$190.00	\$125.00	\$215.00	\$140.00	\$110.00			
Direct Labor Rate	2027	4.0%	\$332.80	\$254.80	\$223.60	\$176.80	\$135.20	\$223.60	\$197.60	\$130.00	\$223.60	\$145.60	\$114.40			
Direct Labor Rate	2028	4.0%	\$346.11	\$264.99	\$232.54	\$183.87	\$140.61	\$232.54	\$205.50	\$135.20	\$232.54	\$151.42	\$118.98			
Direct Labor Rate	2029	4.0%	\$359.95	\$275.59	\$241.84	\$191.22	\$146.23	\$241.84	\$213.72	\$140.61	\$241.84	\$157.48	\$123.74			
Direct Labor Rate	2030	4.0%	\$374.35	\$286.61	\$251.51	\$198.87	\$152.08	\$251.51	\$222.27	\$146.23	\$251.51	\$163.78	\$128.69			
Direct Labor Rate	2031	4.0%	\$389.32	\$298.07	\$261.57	\$206.82	\$158.16	\$261.57	\$231.16	\$152.08	\$261.57	\$170.33	\$133.84			
Direct Labor Rate	2032	4.0%	\$404.89	\$309.99	\$272.03	\$215.09	\$164.49	\$272.03	\$240.41	\$158.16	\$272.03	\$177.14	\$139.19			
<b>TOTAL DIRECT LABOR</b>																\$82,745.00
<b>SUBTOTAL</b>			\$82,745.00													
<b>Expenses</b>																
Mileage	25 mi @	\$0.49 /mi X 50 trips	\$	612.50												
Research Copies			\$	200.00												
<b>TOTAL COST</b>			\$83,557.50													
<b>USE:</b>		<b>LSUM</b>	\$83,550.00													



**MAN-HOUR JUSTIFICATION**  
**City of Westfield**  
**Casey Rd : 186th St and 193rd St Roundabouts**  
**Route Survey Plat**

DESCRIPTION:	Year	Hours	MAN-HOURS BY CLASSIFICATION										LABOR COSTS PER TASK		
			E-V	E-IV	E-III	E-II	E-I	EA-III	EA-II	EA-I	FP-IV	FP-II		FP-I	
<b>PROJECT MANAGEMENT</b>															
	2026														
<b>FIELD EFFORT</b>															
Courthouse Research Survey Notices/Holey Moley	2026														
Horizontal Control	2026														
Vertical Control	2026														
Data Collection & Structure Details	2026														
Public Land Survey Corner Ties	2026														
Set & Reference Control Points	2026														
<b>OFFICE PROCESSING</b>															
Edit Data Collector Files & Create DTM	2026														
Drafting	2026														
Pipe Network	2026														
Property Lines	2026														
Prepare Location Control Route Survey Plat	2026								56		8			\$12,360.00	
Prepare Fieldbook	2026														
Final Project Review	2026														
<b>TOTAL HOURS</b>	<b>YEAR</b>	<b>ECI</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>56</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>		
Direct Labor Rate	2026		\$320.00	\$245.00	\$215.00	\$170.00	\$130.00	\$215.00	\$190.00	\$125.00	\$215.00	\$140.00	\$110.00		
Direct Labor Rate	2027	4.0%	\$332.80	\$254.80	\$223.60	\$176.80	\$135.20	\$223.60	\$197.60	\$130.00	\$223.60	\$145.60	\$114.40		
Direct Labor Rate	2028	4.0%	\$346.11	\$264.99	\$232.54	\$183.87	\$140.61	\$232.54	\$205.50	\$135.20	\$232.54	\$151.42	\$118.98		
Direct Labor Rate	2029	4.0%	\$359.95	\$275.59	\$241.84	\$191.22	\$146.23	\$241.84	\$213.72	\$140.61	\$241.84	\$157.48	\$123.74		
Direct Labor Rate	2030	4.0%	\$374.35	\$286.61	\$251.51	\$198.87	\$152.08	\$251.51	\$222.27	\$146.23	\$251.51	\$163.78	\$128.69		
Direct Labor Rate	2031	4.0%	\$389.32	\$298.07	\$261.57	\$206.82	\$158.16	\$261.57	\$231.16	\$152.08	\$261.57	\$170.33	\$133.84		
Direct Labor Rate	2032	4.0%	\$404.89	\$309.99	\$272.03	\$215.09	\$164.49	\$272.03	\$240.41	\$158.16	\$272.03	\$177.14	\$139.19		
<b>TOTAL DIRECT LABOR</b>													\$12,360.00		
<b>SUBTOTAL</b>			\$12,360.00												
<b>Expenses</b>															
Mileage	40 mi @	\$0.49 /mi X 1 trip	\$	19.60											
Recording Fees			\$	100.00											
<b>TOTAL COST</b>			\$12,479.60												
<b>USE:</b>		<b>LSUM</b>	\$12,470.00												



**MAN-HOUR JUSTIFICATION**  
**City of Westfield**  
**Casey Rd at 186th St Roundabout**  
**Road Design**

DESCRIPTION:	Year	Hours	MAN-HOURS BY CLASSIFICATION									LABOR COSTS PER TASK		
			E-V	E-IV	E-III	E-II	E-I	EA-III	EA-II	EA-I	FP-IV		FP-II	FP-I
<b>PRELIMINARY GRADE REVIEW PLANS</b>														
Review Topo Survey	2026					2				4				\$1,100.00
Title Sheet	2026					1				1				\$360.00
Preliminary Typical Cross Sections	2026			4		6				4				\$2,760.00
Preliminary Plan and Profile	2026			4		8				12				\$4,620.00
Preliminary Roundabout Construction Detail Sheet	2026			2		8				12				\$4,130.00
Preliminary Grade and Geometrics	2026			6		14				24				\$8,410.00
Preliminary Cross Sections	2026			4		16				24				\$8,260.00
Establish Preliminary Construction Limits	2026			2		8				10				\$3,750.00
Complete Design Computations and Level One Checks	2026			2		6								\$1,510.00
QC/QA	2026			4	4	2				2				\$2,560.00
<b>FIELD CHECK MEETING</b>														
Incorporate updates from review of PGR submittal into PFC plans	2026			4		8				12				\$4,620.00
Complete vertical design	2026			2		6				10				\$3,410.00
Preliminary Drainage Design	2026			8		28				16				\$9,760.00
Preliminary Spot Elevation Detail	2026			6		20				24				\$9,430.00
Preliminary MOT Design	2026			6		10				12				\$5,450.00
Update Construction Limits and Establish Proposed Right-of-Way	2026			2		8				10				\$3,750.00
Update Design Computations and Level 1 Design Checks	2026			2		6								\$1,510.00
Updated Cross Sections	2026			4		10				10				\$4,580.00
Complete Preliminary Curb Ramp Design	2026			2		8				16				\$4,890.00
Preliminary Quantity Calculations	2026			4		26				8				\$6,920.00
Preliminary Cost Estimate Update	2026			4		8				4				\$3,100.00
Incorporate Preliminary Pavement Markings and Signage	2026					2				2				\$720.00
Incorporate Preliminary Lighting	2026					2				2				\$720.00
Coordination and assistance with Utility Coordination	2026			2		4				2				\$1,550.00
Miscellaneous Details	2026			4		4				8				\$3,180.00
Schedule/Attend Field Check Meeting and Prepare Meeting Minutes	2026			10		12								\$4,490.00
QC/QA	2026			4	4	2				2				\$2,560.00
<b>STAGE 2 (60%) - PRELIMINARY FINAL PLANS</b>														
Revise plans per Field Check	2027			4		8				12				\$4,804.80
Finalize Construction Limits and RW Limits	2027			4		4				4				\$2,516.80
Update Plan & Profile Sheets	2027			4		20				20				\$8,507.20
Update Construction Details	2027			4		16				16				\$7,009.60
Final Drainage Design	2027			4		26				14				\$8,382.40
Structure Data Table	2027					8				4				\$2,204.80
Approach Table	2027					8				4				\$2,204.80
Finalize MOT	2027			8		12				16				\$7,321.60
Incorporate Final Pavement Markings and Signage	2027					2				2				\$748.80
Incorporate Final Lighting	2027					2				2				\$748.80
Erosion Control Plan	2027			4		16				20				\$7,800.00
Update Cross Sections	2027			4		14				24				\$8,236.80
Update Quantity Calculations	2027			4		12				4				\$3,931.20
Update Cost Estimate	2027			6		10				4				\$4,087.20
QC/QA	2027			4	4	2				2				\$2,662.40
<b>FINAL PLANS</b>														
Revise plans per Stage 2 review	2027			4		8				12				\$4,804.80
Finalize Plan and Profile Sheets	2027			6		20				24				\$9,807.20
Finalize Construction Detail Sheets	2027			2		8				8				\$3,504.80
Finalize Approach Table	2027			2		6				2				\$1,965.60
Finalize Structure Data	2027			2		4				4				\$2,007.20
Complete Misc. Tables	2027			2		4				2				\$1,612.00
Finalize Cross Sections	2027			6		14				24				\$8,746.40
Finalize Miscellaneous Details	2027			2		2				2				\$1,258.40
Finalize Quantity Calculations	2027			4		8				4				\$3,224.00
Prepare Special Provisions	2027			6		4								\$2,236.00
Final Construction Cost Estimate	2027			6		8				4				\$3,733.60
Final Coordination and assistance with Utility Coordination	2027			2		4				4				\$2,007.20
Incorporate Clark Dietz design plans into submittal	2027			4		12				10				\$5,116.80
QC/QA	2027			6		6								\$2,589.60



**MAN-HOUR JUSTIFICATION**  
 City of Westfield  
 Casey Rd at 186th St Roundabout  
 Road Design

DESCRIPTION:	Year	Hours	MAN-HOURS BY CLASSIFICATION										LABOR COSTS PER TASK	
			E-V	E-IV	E-III	E-II	E-I	EA-III	EA-II	EA-I	FP-IV	FP-II		FP-I
<b>TOTAL HOURS</b>	<b>YEAR</b>	<b>ECI</b>	0	196	12	503	0	0	479	0	0	0	0	
Direct Labor Rate	2026		\$320.00	\$245.00	\$215.00	\$170.00	\$130.00	\$215.00	\$190.00	\$125.00	\$215.00	\$140.00	\$110.00	
Direct Labor Rate	2027	4.0%	\$332.80	\$254.80	\$223.60	\$176.80	\$135.20	\$223.60	\$197.60	\$130.00	\$223.60	\$145.60	\$114.40	
Direct Labor Rate	2028	4.0%	\$346.11	\$264.99	\$232.54	\$183.87	\$140.61	\$232.54	\$205.50	\$135.20	\$232.54	\$151.42	\$118.98	
Direct Labor Rate	2029	4.0%	\$359.95	\$275.59	\$241.84	\$191.22	\$146.23	\$241.84	\$213.72	\$140.61	\$241.84	\$157.48	\$123.74	
Direct Labor Rate	2030	4.0%	\$374.35	\$286.61	\$251.51	\$198.87	\$152.08	\$251.51	\$222.27	\$146.23	\$251.51	\$163.78	\$128.69	
Direct Labor Rate	2031	4.0%	\$389.32	\$298.07	\$261.57	\$206.82	\$158.16	\$261.57	\$231.16	\$152.08	\$261.57	\$170.33	\$133.84	
Direct Labor Rate	2032	4.0%	\$404.89	\$309.99	\$272.03	\$215.09	\$164.49	\$272.03	\$240.41	\$158.16	\$272.03	\$177.14	\$139.19	
<b>TOTAL DIRECT LABOR</b>														\$231,880.80
<b>SUBTOTAL</b>			\$231,880.80											
<b>Expenses</b>														
Mileage	25 mi @	\$0.49 /mi X 4 trips	\$	49.00										
<b>TOTAL COST</b>			\$231,929.80											
<b>USE:</b>		<b>LSUM</b>	\$231,900.00											



**MAN-HOUR JUSTIFICATION**  
**City of Westfield**  
**Casey Rd at 186th St**  
**Traffic Design**

DESCRIPTION:	Year	Hours	MAN-HOURS BY CLASSIFICATION									LABOR COSTS PER TASK	
			E-V	E-IV	E-III	E-II	E-I	EA-III	EA-II	EA-I	FP-IV		FP-II
<b>PRELIMINARY PLANS</b>													
Light Fixture Coordination	2026				2								\$430.00
Preliminary Lighting Plans	2026			2		14							\$2,250.00
Preliminary Voltage Drop and Utility Coordination	2026			2		6							\$1,210.00
Preliminary Signage Plans	2026					6							\$780.00
Preliminary Marking Plans	2026					6							\$780.00
Preliminary Quantity Calculations	2026					6							\$780.00
Preliminary Cost Estimate	2026					6							\$780.00
Coordination with Road Design(Bi-Monthly Meetings x8 months, 0.5 hrs)	2026			2		2							\$690.00
QA/QC	2026			6		2							\$1,550.00
<b>FINAL PLANS</b>													
Unique Special Provisions	2027			4		2							\$1,164.80
Signage Details	2027					6							\$811.20
Final Lighting Plans	2027					6							\$811.20
Final Voltage Drop and Utility Coordination	2027			2		4							\$988.00
Final Signage Plans	2027					8							\$1,081.60
Final Markings Plans	2027					8							\$1,081.60
Final Quantity Calculations	2027			3		6							\$1,482.00
Final Cost Estimate	2027			2		4							\$988.00
Coordination with Road Design(Bi-Monthly Meetings x6 months 0.5 hrs)	2027			3		3							\$1,076.40
QA/QC	2027			6		2							\$1,612.00
<b>TOTAL HOURS</b>	<b>YEAR</b>	<b>ECI</b>	<b>0</b>	<b>0</b>	<b>34</b>	<b>0</b>	<b>97</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
Direct Labor Rate	2026		\$320.00	\$245.00	\$215.00	\$170.00	\$130.00	\$215.00	\$190.00	\$125.00	\$215.00	\$140.00	\$110.00
Direct Labor Rate	2027	4.0%	\$332.80	\$254.80	\$223.60	\$176.80	\$135.20	\$223.60	\$197.60	\$130.00	\$223.60	\$145.60	\$114.40
Direct Labor Rate	2028	4.0%	\$346.11	\$264.99	\$232.54	\$183.87	\$140.61	\$232.54	\$205.50	\$135.20	\$232.54	\$151.42	\$118.98
Direct Labor Rate	2029	4.0%	\$359.95	\$275.59	\$241.84	\$191.22	\$146.23	\$241.84	\$213.72	\$140.61	\$241.84	\$157.48	\$123.74
Direct Labor Rate	2030	4.0%	\$374.35	\$286.61	\$251.51	\$198.87	\$152.08	\$251.51	\$222.27	\$146.23	\$251.51	\$163.78	\$128.69
Direct Labor Rate	2031	4.0%	\$389.32	\$298.07	\$261.57	\$206.82	\$158.16	\$261.57	\$231.16	\$152.08	\$261.57	\$170.33	\$133.84
Direct Labor Rate	2032	4.0%	\$404.89	\$309.99	\$272.03	\$215.09	\$164.49	\$272.03	\$240.41	\$158.16	\$272.03	\$177.14	\$139.19
<b>TOTAL DIRECT LABOR</b>													\$20,346.80
<b>SUBTOTAL</b>			\$20,346.80										
<b>Expenses</b>													
Mileage	40 mi @	\$0.49 /mi X	1 trip	\$	19.60								
Recording Fees				\$	100.00								
<b>TOTAL COST</b>			\$20,466.40										
<b>USE:</b>		<b>LSUM</b>	<b>\$20,460.00</b>										



**MAN-HOUR JUSTIFICATION**  
**City of Westfield**  
**Casey Rd : 186th St and 193rd St Roundabouts**  
**Utility Coordination**

DESCRIPTION:	Year	Hours	MAN-HOURS BY CLASSIFICATION											LABOR COSTS PER TASK		
			E-V	E-IV	E-III	E-II	E-I	EA-III	EA-II	EA-I	FP-IV	FP-II	FP-I			
<b>Utility Coordination</b>																
<b>Administration</b>																
Utility Coordination Project Management	2026			6				4								\$1,990.00
Project meetings and monthly reports	2026							12								\$1,560.00
<b>811 Tickets for Survey</b>																
Coordinate with survey department on timing	2026							1								\$130.00
Submit Indiana 811 locate tickets for project limits	2026							6								\$780.00
Monitor 811 responses through phone, email, and online system	2026							6								\$780.00
Escalate non-responders to utility coord. Contacts if needed	2026							2								\$260.00
<b>Initial Notices and Utility Research</b>																
Perform a 811 design ticket and contact utilities	2026							1								\$130.00
Perform area research, confirm contact information, etc.	2026							1								\$130.00
Prepare, send, verify and receive initial notice letters	2026			1				8								\$1,285.00
Follow-up with non-responders and obtain utility easements	2026							4								\$520.00
Compile received utility information for delivery to survey dept.	2026							2								\$260.00
<b>Verification Phase</b>																
Prepare, send (w/plans) and verify receipt of letter	2026							2								\$260.00
Review verification responses	2026			1				6								\$1,025.00
Update topo with reviewed verification response information	2026									8						\$1,000.00
Coordination additional field locates needed for missing utilities	2026							2								\$260.00
<b>Conflict Analysis</b>																
Prepare, send (w/plans) and verify receipt of letter	2026							2								\$260.00
Review conflict responses with PM	2026			2				8								\$1,530.00
Coordinate potential design changes with utilities	2026							2								\$260.00
Constructability Review	2026			1												\$245.00
<b>Field Check &amp; Utility Coordination Meetings</b>																
Set up and notify utilities of meeting	2026							2								\$260.00
Attend Meetings and site visits with utilities	2026							16								\$2,080.00
Coordinate potential design changes with utilities & PM	2026							4								\$520.00
<b>Work Plan Request, Coordination, and Approval</b>																
Send letter requesting work plan and verify receipt	2027							6								\$811.20
Follow-up emails, calls, etc. to receive work plans	2027							20								\$2,704.00
Review work plans and coordinate updates	2027			4				20								\$3,723.20
<b>Review relocation drawings and coordinate for compatability</b>																
CAD file preparation for send-out to utilities	2027			2				10								\$1,861.60
Coordinate and host final utility coordination meeting	2027							6		2						\$1,320.80
Electrical New Service Point Coordination (lighting, signals, etc.)	2027							6								\$811.20
Draft and send approved work plan notices	2027							8								\$1,081.60
<b>Tracings Documents &amp; Agreements</b>																
Prepare and update Utility Relocation Gantt Chart	2027			2				8								\$1,591.20
Prepare utility compilation relocation PDFs	2027							16								\$2,163.20
Final Double Check of Utility Verification Asterisk* information	2027							2								\$270.40
Prepare utility special provision	2027			2				8								\$1,591.20
Prepare, Route, Coordinate License or Agreement approvals	2027			2				8								\$1,591.20
<b>TOTAL HOURS</b>	<b>YEAR</b>	<b>ECI</b>	<b>0</b>	<b>25</b>	<b>0</b>	<b>0</b>	<b>209</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>			
Direct Labor Rate	2026		\$320.00	\$245.00	\$215.00	\$170.00	\$130.00	\$215.00	\$190.00	\$125.00	\$215.00	\$140.00	\$110.00			
Direct Labor Rate	2027	4.0%	\$332.80	\$254.80	\$223.60	\$176.80	\$135.20	\$223.60	\$197.60	\$130.00	\$223.60	\$145.60	\$114.40			
Direct Labor Rate	2028	4.0%	\$346.11	\$264.99	\$232.54	\$183.87	\$140.61	\$232.54	\$205.50	\$135.20	\$232.54	\$151.42	\$118.98			
Direct Labor Rate	2029	4.0%	\$359.95	\$275.59	\$241.84	\$191.22	\$146.23	\$241.84	\$213.72	\$140.61	\$241.84	\$157.48	\$123.74			
Direct Labor Rate	2030	4.0%	\$374.35	\$286.61	\$251.51	\$198.87	\$152.08	\$251.51	\$222.27	\$146.23	\$251.51	\$163.78	\$128.69			



**MAN-HOUR JUSTIFICATION**  
 City of Westfield  
 Casey Rd : 186th St and 193rd St Roundabouts  
 Utility Coordination

DESCRIPTION:	Year	Hours	MAN-HOURS BY CLASSIFICATION										LABOR COSTS PER TASK	
			E-V	E-IV	E-III	E-II	E-I	EA-III	EA-II	EA-I	FP-IV	FP-II		FP-I
Direct Labor Rate	2031	4.0%	\$389.32	\$298.07	\$261.57	\$206.82	\$158.16	\$261.57	\$231.16	\$152.08	\$261.57	\$170.33	\$133.84	
Direct Labor Rate	2032	4.0%	\$404.89	\$309.99	\$272.03	\$215.09	\$164.49	\$272.03	\$240.41	\$158.16	\$272.03	\$177.14	\$139.19	
<b>TOTAL DIRECT LABOR</b>														
														\$35,305.80
Utility Coordination			\$35,305.80											
<b>SUBTOTAL</b>			\$35,305.80											
<b>Expenses</b>	<b>mi @</b>													
Mileage	30	\$0.49	4 trips	\$	58.80									
<b>TOTAL COST</b>			\$35,364.60											
<b>USE: UTILITY COORDINATION</b>			<b>LSUM</b>	<b>\$35,300.00</b>										



**MAN-HOUR JUSTIFICATION**  
**City of Westfield**  
**Casey Rd : 186th St and 193rd St Roundabouts**  
**Right-of-way Engineering**

DESCRIPTION:	Year	Hours	MAN-HOURS BY CLASSIFICATION									LABOR COSTS PER TASK			
			E-V	E-IV	E-III	E-II	E-I	EA-III	EA-II	EA-I	FP-IV		FP-II	FP-I	
<b>PROJECT MANAGEMENT</b>															
Coordination with Client and Design Team	2026				4	12								\$2,900.00	
Research all pertinent deeds/plats/surveys	2026				1	2				8				\$2,075.00	
Gather & analyze all field collected monuments	2026						4							\$680.00	
Analyze all deeds/plats/surveys & finalize property lines	2026				4	16				2				\$3,960.00	
Coordination with Subconsultants, populate LRS, upload to ERMS	2026				2	6								\$1,450.00	
														<b>PHASE TOTAL</b>	<b>\$11,065.00</b>
<b>CALCULATIONS / DESCRIPTIONS / LANDPLATS</b>															
Calculations	2026						24.00	72.00						\$13,440.00	
Area Comps	2026						6.00	36.00						\$5,700.00	
Descriptions	2026						12.00	72.00						\$11,400.00	
Land Plats	2026						6.00	12.00		72.00				\$16,260.00	
														<b>PER PARCEL TOTAL</b>	<b>\$3,900.00</b>
														<b>PHASE TOTAL</b>	<b>\$46,800.00</b>
<b>R/W STAKEOUT</b>															
Crew Assignment, File creation, Data management	2026										6			\$1,290.00	
Fieldwork	2026											20	20	\$5,000.00	
														<b>PHASE TOTAL</b>	<b>\$6,290.00</b>
<b>TOTAL HOURS</b>	<b>YEAR</b>	<b>ECI</b>	<b>0</b>	<b>0</b>	<b>11</b>	<b>88</b>	<b>192</b>	<b>0</b>	<b>82</b>	<b>0</b>	<b>6</b>	<b>20</b>	<b>20</b>		
Direct Labor Rate	2026		\$320.00	\$245.00	\$215.00	\$170.00	\$130.00	\$215.00	\$190.00	\$125.00	\$215.00	\$140.00	\$110.00		
Direct Labor Rate	2027	4.0%	\$332.80	\$254.80	\$223.60	\$176.80	\$135.20	\$223.60	\$197.60	\$130.00	\$223.60	\$145.60	\$114.40		
Direct Labor Rate	2028	4.0%	\$346.11	\$264.99	\$232.54	\$183.87	\$140.61	\$232.54	\$205.50	\$135.20	\$232.54	\$151.42	\$118.98		
Direct Labor Rate	2029	4.0%	\$359.95	\$275.59	\$241.84	\$191.22	\$146.23	\$241.84	\$213.72	\$140.61	\$241.84	\$157.48	\$123.74		
Direct Labor Rate	2030	4.0%	\$374.35	\$286.61	\$251.51	\$198.87	\$152.08	\$251.51	\$222.27	\$146.23	\$251.51	\$163.78	\$128.69		
Direct Labor Rate	2031	4.0%	\$389.32	\$298.07	\$261.57	\$206.82	\$158.16	\$261.57	\$231.16	\$152.08	\$261.57	\$170.33	\$133.84		
Direct Labor Rate	2032	4.0%	\$404.89	\$309.99	\$272.03	\$215.09	\$164.49	\$272.03	\$240.41	\$158.16	\$272.03	\$177.14	\$139.19		
<b>TOTAL DIRECT LABOR</b>														\$64,155.00	
<b>SUBTOTAL</b>			\$64,155.00												
<b>Expenses</b>															
T&E Reports	13	\$750.00	\$	9,750.00											
			\$	-											
<b>TOTAL COST</b>			\$73,905.00												
<b>USE:</b>		<b>LSUM</b>	\$73,900.00												

186th & Casey		193rd & Casey		Casey rd. between 186th & 193rd	
4	RW Parcels	4	RW Parcels	4	RW Parcels
4	Tax Parcels	4	Tax Parcels	5	Tax Parcels



**MAN-HOUR JUSTIFICATION**  
**City of Westfield**  
**Casey Rd : 186th St and 193rd St Roundabouts**  
**Contract Documents/Bidding Assistance**

DESCRIPTION:	Year	Hours	MAN-HOURS BY CLASSIFICATION									LABOR COSTS PER TASK				
			E-V	E-IV	E-III	E-II	E-I	EA-III	EA-II	EA-I	FP-IV		FP-II	FP-I		
<b>CONTRACT DOCUMENTS</b>																
Final Plans and Contract Documents	2028			4			6				2					\$2,574.18
Prepare Project Manual	2028			4			10									\$2,898.66
Final Product Review	2028			4			6									\$2,163.18
Bundle Coordination	2028			4			8				2					\$2,941.92
Response to Contractor Questions	2028			6			6									\$2,693.16
<b>TOTAL HOURS</b>	<b>YEAR</b>	<b>ECI</b>	<b>0</b>	<b>22</b>	<b>0</b>	<b>36</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
Direct Labor Rate	2026		\$320.00	\$245.00	\$215.00	\$170.00	\$130.00	\$215.00	\$190.00	\$125.00	\$215.00	\$140.00	\$110.00			
Direct Labor Rate	2027	4.0%	\$332.80	\$254.80	\$223.60	\$176.80	\$135.20	\$223.60	\$197.60	\$130.00	\$223.60	\$145.60	\$114.40			
Direct Labor Rate	2028	4.0%	\$346.11	\$264.99	\$232.54	\$183.87	\$140.61	\$232.54	\$205.50	\$135.20	\$232.54	\$151.42	\$118.98			
Direct Labor Rate	2029	4.0%	\$359.95	\$275.59	\$241.84	\$191.22	\$146.23	\$241.84	\$213.72	\$140.61	\$241.84	\$157.48	\$123.74			
Direct Labor Rate	2030	4.0%	\$374.35	\$286.61	\$251.51	\$198.87	\$152.08	\$251.51	\$222.27	\$146.23	\$251.51	\$163.78	\$128.69			
Direct Labor Rate	2031	4.0%	\$389.32	\$298.07	\$261.57	\$206.82	\$158.16	\$261.57	\$231.16	\$152.08	\$261.57	\$170.33	\$133.84			
Direct Labor Rate	2032	4.0%	\$404.89	\$309.99	\$272.03	\$215.09	\$164.49	\$272.03	\$240.41	\$158.16	\$272.03	\$177.14	\$139.19			
<b>TOTAL DIRECT LABOR</b>																
													\$13,271.10			
<b>SUBTOTAL</b>													\$13,271.10			
<b>Expenses</b>																
Mileage	mi @	\$0.49 /mi X	1 trip										\$ -			
<b>TOTAL COST</b>													\$13,271.10			
<b>USE:</b>													<b>LSUM</b>	<b>\$13,200.00</b>		



**MAN-HOUR JUSTIFICATION**  
**City of Westfield**  
**Casey Rd : 186th St Roundabout**  
**Construction Phase Services**

DESCRIPTION:	Year	Hours	MAN-HOURS BY CLASSIFICATION									LABOR COSTS PER TASK			
			E-V	E-IV	E-III	E-II	E-I	EA-III	EA-II	EA-I	FP-IV		FP-II	FP-I	
<b>Construction Phase Services</b>															
Post Letting Services - during Construction	<b>2028</b>			16		32									\$10,123.68
<b>TOTAL HOURS</b>	<b>YEAR</b>	<b>ECI</b>	0	16	0	32	0	0	0	0	0	0	0	0	
Direct Labor Rate	2026		\$320.00	\$245.00	\$215.00	\$170.00	\$130.00	\$215.00	\$190.00	\$125.00	\$215.00	\$140.00	\$110.00		
Direct Labor Rate	2027	4.0%	\$332.80	\$254.80	\$223.60	\$176.80	\$135.20	\$223.60	\$197.60	\$130.00	\$223.60	\$145.60	\$114.40		
Direct Labor Rate	2028	4.0%	\$346.11	\$264.99	\$232.54	\$183.87	\$140.61	\$232.54	\$205.50	\$135.20	\$232.54	\$151.42	\$118.98		
Direct Labor Rate	2029	4.0%	\$359.95	\$275.59	\$241.84	\$191.22	\$146.23	\$241.84	\$213.72	\$140.61	\$241.84	\$157.48	\$123.74		
Direct Labor Rate	2030	4.0%	\$374.35	\$286.61	\$251.51	\$198.87	\$152.08	\$251.51	\$222.27	\$146.23	\$251.51	\$163.78	\$128.69		
Direct Labor Rate	2031	4.0%	\$389.32	\$298.07	\$261.57	\$206.82	\$158.16	\$261.57	\$231.16	\$152.08	\$261.57	\$170.33	\$133.84		
Direct Labor Rate	2032	4.0%	\$404.89	\$309.99	\$272.03	\$215.09	\$164.49	\$272.03	\$240.41	\$158.16	\$272.03	\$177.14	\$139.19		
<b>TOTAL DIRECT LABOR</b>															\$10,123.68
<b>SUBTOTAL</b>			\$10,123.68												
<b>Expenses</b>															
Mileage	mi @	\$0.49 /mi X 1 trip	\$	-											
<b>TOTAL COST</b>			\$10,123.68												
<b>USE:</b>		<b>NTE</b>	\$10,000.00												

## Roundabout at Casey Road and 193rd Street City of Westfield



### Fee Summary Rev. 5/7/2026

Task Description	Assigned Firm	Fee
Task 1: Roundabout Design & Roadway Plan Development	Clark Dietz	\$ 264,600.00
Task 2: Permit Determination	Clark Dietz	\$ 12,900.00
Task 3: Stormwater Permitting	Clark Dietz	\$ 22,300.00
Task 4: IDNR CIF Permitting (As Needed Basis)	Clark Dietz	\$ 11,400.00
Task 5: 401/404 Permitting (As Needed Basis)	Clark Dietz	\$ 11,300.00
Task 6: Construction Phase (NTE Billing Rates)	Clark Dietz	\$ 10,000.00
<b>TOTAL =</b>		<b>\$ 332,500.00</b>



### Roundabout at Casey Road and 193rd Street City of Westfield

Road Design Hours 5/7/2026							
CATEGORIES OF WORK	Engineer 6	Engineer 5	Engineer 4	Engineer 3	Technician 4	Technician 3	
<b>PRELIMINARY GRADE REVIEW PLANS</b>							297
Prepare Project Work Plan		8	2				
Design kickoff meeting		6					
Import survey and utility data & check. Merge & Check Tin				2	12		
Conceptual alignments and layout		2	2	4	4		
Operational and geometric analysis		2	2	6			
Design calculations (fastest path, vehicle checks, sight distance, etc)		4	6	16			
Compile results and design calculations			4	8			
Set Alignments & Stationing				4	8		
Title Sheet (1 sheet)				3			
Index Sheet (1 sheet)				3			
Develop roadway profile grades and alignments			2	12			
Preliminary Plan & Profile Sheets (8 sheets)		1	2	12	32		
Preliminary Typical Cross Sections (2 sheets)		1	2	4	6		
Preliminary Roundabout Construction Detail Sheets (2 sheets)		1	2	6	12		
Construction Limits and Right of Way Delineation		1	2	8	4		
Preliminary Cross Sections (30 sheets)		1	2	12	4		
Design Standard Report		1	6		1		
QC/QA, Updates and Submit		8	12	4	4		
Project Design Coordination with BFS, Utilities and Stakeholders	12	8	4				



### Roundabout at Casey Road and 193rd Street City of Westfield

Road Design Hours 5/7/2026							
CATEGORIES OF WORK	Engineer 6	Engineer 5	Engineer 4	Engineer 3	Technician 4	Technician 3	
<b>PRELIMINARY FIELD CHECK</b>							
Update plans as per Grade Review		4	12	16	24		346
Preliminary Drainage (Hydrology)		4		32	4		
Preliminary Drainage (Hydraulic Analysis)		8		32			
Preliminary MOT		2	6	10	8		
Preliminary ADA Intersection Details		2	6	10	8		
Preliminary Pavement Markings		2	6	8	4		
Preliminary Sign Design		2	6	8			
Preliminary Lighting		2	6	8			
Quantity Calculations and Cost Estimate		2	6	10	8		
Schedule and hold PFC, Including minutes		8	16				
QC/QA, Constructability, Updates and Submit		4	12	8	8		
Project Design Coordination with BFS, Utilities and Stakeholders	12	8	4				
<b>60% PRELIMINARY FINAL PLANS DESIGN</b>							
Update plans based on comments received at PFC			6	6	4		354
Finalize index and title sheet				4			
Incorporate final construction and RW limits into roadway plans		6	16	8	16		
Finalize Drainage (Stormwater Tech Report)		8		32	8		
Structure Data Table			6	10			
Approach Table			2	2	8		
Finalize MOT Detail Sheets		1	8		16		
Finalize Sign Design and Details			2		4		
Finalize Lighting Design and Details			2		4		
Finalize Pavement Marking Design			6		8		
Finalize P&P and Construction Details		2	16	4	16		
Finalize Cross Sections			6		8		
Update Cross Sections with storm and ditch information		2	6	8	16		
Updated Quantity Calculations		2	6	6			
Updated Cost Estimate		1	6				
QC/QA, Constructability, Updates and Submit		4	12	8	8		
Project Design Coordination with BFS, Utilities and Stakeholders	12	8	4				



### Roundabout at Casey Road and 193rd Street City of Westfield

Road Design Hours 5/7/2026							
CATEGORIES OF WORK	Engineer 6	Engineer 5	Engineer 4	Engineer 3	Technician 4	Technician 3	
<b>FINAL PLANS</b>							
Incorporate comments from 60% Plan Review		2	6	6	8		246
Complete structure notations on P&P sheets			2	2	6		
Add earthwork balances to plans			2	6	8		
Complete ADA Intersection Details		2	6	8	12		
Finalize Structure Data Table			6	8			
Complete Approach Table			2	6			
Complete Underdrain Table			2	6	8		
Complete other tables (sodding, monuments, curb ramps, etc)			2	2			
Earthwork Summary Table			2	2			
Update structure identification on cross sections			2	2	8		
Add earthwork areas and volumes and benching information to x-secs			2		4		
Update Plans based on UC conflict analysis and right of way acquisition		2	6	6	8		
Compile Design Computations			2	2			
Complete technical specifications			6				
Updated Quantity Calculations		2	10	10			
Updated Cost Estimate			6				
QC/QA, Constructability, Updates and Submit		2	8	4	8		
Project Design Coordination with BFS, Utilities and Stakeholders	12	8	4				



### Roundabout at Casey Road and 193rd Street City of Westfield

Road Design Hours 5/7/2026							
CATEGORIES OF WORK	Engineer 6	Engineer 5	Engineer 4	Engineer 3	Technician 4	Technician 3	
<b>FINAL TRACINGS &amp; CONTRACT DOCS</b>							
Address Final Plan Comments		2	6	10	8		84
Contract Book Support - CD Designer Duties			6				
Engineer's Estimate		2	2	2			
Final Quantity Calcs			6	6			
Final technical specifications			2				
QC/QA and Updates		2	8	4	8		
Issue revisions as needed			2				
Final Coordination with BFS		8					
<b>TOTAL HOURS</b>	<b>48</b>	<b>158</b>	<b>342</b>	<b>426</b>	<b>353</b>	<b>0</b>	<b>1327</b>
2026 Billing Rates	\$240.00	\$225.00	\$200.00	\$180.00	\$190.00	\$180.00	
<b>ECI ESCALATION</b>							
<b>01/01/2026 to 12/31/2026</b>	\$240.00	\$225.00	\$200.00	\$180.00	\$190.00	\$180.00	52%
<b>01/01/2027 to 12/31/2027 (ECI = 3.60%)</b>	\$248.64	\$233.10	\$207.20	\$186.48	\$196.84	\$186.48	42%
<b>01/01/2028 to 12/31/2028 (ECI = 3.60%)</b>	\$257.59	\$241.49	\$214.66	\$193.19	\$203.93	\$193.19	6%
Payroll Cost	\$ 11,744.84	\$ 36,243.86	\$ 69,735.01	\$ 78,176.62	\$ 68,379.06	\$ -	100%
							\$ 264,279.39
<b>Direct Expenses</b>							
Mileage	\$ 0.65	mile		100	\$ 65.00		
Per Diem for Meals	\$ 41.00	day			\$ -		
Lodging	\$ 107.00	night			\$ -		
Prints	\$ 15.00	plan set		10	\$ 150.00		
Misc. Expenses (photocopies, supplies, etc.)	\$ 150.00	direct cost		1	\$ 150.00		
Total					\$ 365.00		
							\$ 264,644.39
<b>TOTAL FEE</b>							<b>\$ 264,600.00</b>



### Roundabout at Casey Road and 193rd Street City of Westfield

Permit Determination Hours 5/7/2026							
CATEGORIES OF WORK	Engineer 6	Engineer 5	Engineer 4	Engineer 3	Technician 4	Technician 3	
<b>FIELD DATA COLLECTION</b>							
Research maps and data available					3		17
Field visit					8		
Process & Summarize field data					6		
<b>WATERS DETERMINATION REPORT</b>							
Evaluate data					8		50
Map data and Prepare exhibits					12		
Prepare report					24		
Project Design Coordination		4			2		
<b>TOTAL HOURS</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>63</b>	<b>0</b>	<b>67</b>
2026 Billing Rates	\$240.00	\$225.00	\$200.00	\$180.00	\$190.00	\$180.00	
<b>ECI ESCALATION</b>							
<b>01/01/2026 to 12/31/2026</b>	\$240.00	\$225.00	\$200.00	\$180.00	\$190.00	\$180.00	100%
<b>01/01/2027 to 12/31/2027 (ECI = 3.60%)</b>	\$248.64	\$233.10	\$207.20	\$186.48	\$196.84	\$186.48	0%
<b>01/01/2028 to 12/31/2028 (ECI = 3.60%)</b>	\$257.59	\$241.49	\$214.66	\$193.19	\$203.93	\$193.19	0%
Payroll Cost	\$ -	\$ 900.00	\$ -	\$ -	\$ 11,970.00	\$ -	100%
							\$ 12,870.00
<b>Direct Expenses</b>							
Mileage	\$ 0.65	mile		50	\$ 32.50		
Per Diem for Meals	\$ 41.00	day			\$ -		
Lodging	\$ 107.00	night			\$ -		
Prints	\$ 15.00	plan set		0	\$ -		
Misc. Expenses (photocopies, supplies, etc.)	\$ 150.00	direct cost		0	\$ -		
Total					\$ 32.50		
							\$ 12,902.50
<b>TOTAL FEE</b>							<b>\$ 12,900.00</b>



### Roundabout at Casey Road and 193rd Street City of Westfield

<b>Stormwater Permitting Design Hours</b>							
<b>3/31/2026</b>							
CATEGORIES OF WORK	Engineer 6	Engineer 5	Engineer 4	Engineer 3	Technician 4	Technician 3	
<b>HAMILTON CO. SURVEYORS - DRAIN PERMIT</b>							
Prepare hydraulic modeling checklist				12			60
Prepare/submit online permit application				8			
Plot cross sections for hydraulic model				16			
Prepare exhibits & general submittal info.				8			
Public notice to adjacent property owners				6			
Quality Assurance Review and Updates	2	4		4			
<b>IDEM - CSGP</b>							
Site Drainage Calculations				8			60
Erosion Control Plans				8		8	
Update Construction BMP's				8			
Prepare Project SWPPP & Permit Forms				16			
Finalize Erosion Plans and Submittal				4		4	
Submit for review and approval				2			
Prepare and Publish NOI				2			
<b>TOTAL HOURS</b>	<b>2</b>	<b>4</b>	<b>0</b>	<b>102</b>	<b>0</b>	<b>12</b>	<b>120</b>
2026 Billing Rates	\$240.00	\$225.00	\$200.00	\$180.00	\$190.00	\$180.00	
<b>ECI ESCALATION</b>							
<b>01/01/2026 to 12/31/2026</b>	\$240.00	\$225.00	\$200.00	\$180.00	\$190.00	\$180.00	70%
<b>01/01/2027 to 12/31/2027 (ECI = 3.60%)</b>	\$248.64	\$233.10	\$207.20	\$186.48	\$196.84	\$186.48	30%
<b>01/01/2028 to 12/31/2028 (ECI = 3.60%)</b>	\$257.59	\$241.49	\$214.66	\$193.19	\$203.93	\$193.19	0%
Payroll Cost	\$ 485.18	\$ 909.72	\$ -	\$ 18,558.29	\$ -	\$ 2,183.33	100%
							\$ 22,136.52
<b>Direct Expenses</b>							
Mileage	\$ 0.65	mile		0	\$ -		
Per Diem for Meals	\$ 41.00	day			\$ -		
Lodging	\$ 107.00	night			\$ -		
Prints	\$ 15.00	plan set		0	\$ -		
Misc. Expenses (IDEM Fee)	\$ 175.00	direct cost		1	\$ 175.00		
Total					\$ 175.00		



**Roundabout at Casey Road and 193rd Street  
City of Westfield**

<b>Stormwater Permitting Design Hours</b>								
<b>3/31/2026</b>								
<b>CATEGORIES OF WORK</b>	Engineer 6	Engineer 5	Engineer 4	Engineer 3	Technician 4	Technician 3		
								\$ 22,311.52
<b>TOTAL FEE</b>								<b>\$ 22,300.00</b>



**Roundabout at Casey Road and 193rd Street  
City of Westfield**

<b>IDNR CIF Permitting Hours</b>							
<b>3/31/2026</b>							
CATEGORIES OF WORK	Engineer 6	Engineer 5	Engineer 4	Engineer 3	Technician 4	Technician 3	
<b>IDNR - CONSTRUCTION IN A FLOODWAY (MODELING)</b>							
Prepare hydraulic modeling checklist				12			60
Prepare/submit online permit application				8			
Plot cross sections for hydraulic model				16			
Prepare exhibits & general submittal info.				8			
Public notice to adjacent property owners				6			
Quality Assurance Review and Updates	2	4		4			
<b>TOTAL HOURS</b>	<b>2</b>	<b>4</b>	<b>0</b>	<b>54</b>	<b>0</b>	<b>0</b>	<b>60</b>
2026 Billing Rates	\$240.00	\$225.00	\$200.00	\$180.00	\$190.00	\$180.00	
<b>ECI ESCALATION</b>							
<b>01/01/2026 to 12/31/2026</b>	\$240.00	\$225.00	\$200.00	\$180.00	\$190.00	\$180.00	70%
<b>01/01/2027 to 12/31/2027 (ECI = 3.60%)</b>	\$248.64	\$233.10	\$207.20	\$186.48	\$196.84	\$186.48	30%
<b>01/01/2028 to 12/31/2028 (ECI = 3.60%)</b>	\$257.59	\$241.49	\$214.66	\$193.19	\$203.93	\$193.19	0%
Payroll Cost	\$ 485.18	\$ 909.72	\$ -	\$ 9,824.98	\$ -	\$ -	100%
							\$ 11,219.88
<b>Direct Expenses</b>							
Mileage	\$ 0.65	mile		0	\$ -		
Per Diem for Meals	\$ 41.00	day			\$ -		
Lodging	\$ 107.00	night			\$ -		
Prints	\$ 15.00	plan set		0	\$ -		
Misc. Expenses (IDNR Permit Fees)	\$ 200.00	direct cost		1	\$ 200.00		
Total					\$ 200.00		
							\$ 11,419.88
<b>TOTAL FEE</b>							<b>\$ 11,400.00</b>



**Roundabout at Casey Road and 193rd Street  
City of Westfield**

<b>401/404 Permitting Hours 3/31/2026</b>							
CATEGORIES OF WORK	Engineer 6	Engineer 5	Engineer 4	Engineer 3	Technician 4	Technician 3	
<b>IDEM - SECTION 401 WQC RGP</b>							
Coordination with Agency & Client		1		2			30
Prepare application form and attachments			4	8		8	
Submittal of application form		1	2	4			
<b>USACOE - SECTION 404 PERMIT</b>							
Coordination with Agency & Client		1		2			30
Prepare application form and attachments			4	8		8	
Submittal of application form		1	2	4			
<b>TOTAL HOURS</b>	<b>0</b>	<b>4</b>	<b>12</b>	<b>28</b>	<b>0</b>	<b>16</b>	<b>60</b>
2026 Billing Rates	\$240.00	\$225.00	\$200.00	\$180.00	\$190.00	\$180.00	
<b>ECI ESCALATION</b>							
<b>01/01/2026 to 12/31/2026</b>	\$240.00	\$225.00	\$200.00	\$180.00	\$190.00	\$180.00	70%
<b>01/01/2027 to 12/31/2027 (ECI = 3.60%)</b>	\$248.64	\$233.10	\$207.20	\$186.48	\$196.84	\$186.48	30%
<b>01/01/2028 to 12/31/2028 (ECI = 3.60%)</b>	\$257.59	\$241.49	\$214.66	\$193.19	\$203.93	\$193.19	0%
Payroll Cost	\$ -	\$ 909.72	\$ 2,425.92	\$ 5,094.43	\$ -	\$ 2,911.10	100%
							\$ 11,341.18
<b>Direct Expenses</b>							
Mileage	\$ 0.65	mile		0	\$ -		
Per Diem for Meals	\$ 41.00	day			\$ -		
Lodging	\$ 107.00	night			\$ -		
Prints	\$ 15.00	plan set		0	\$ -		
Misc. Expenses	\$ -	direct cost		1	\$ -		
Total					\$ -		
							\$ 11,341.18
<b>TOTAL FEE</b>							<b>\$ 11,300.00</b>



**Roundabout at Casey Road and 193rd Street  
City of Westfield**

<b>Construction Phase Hours 3/31/2026</b>							
<b>CATEGORIES OF WORK</b>							
	Engineer 6	Engineer 5	Engineer 4	Engineer 3	Technician 4	Technician 3	
<b>TASK 6: CONSTRUCTION PHASE SERVICES</b>							
Post Letting Services (Pre-Con Attendance and inv. During Const)	15		23				38
<b>TOTAL HOURS</b>	<b>15</b>	<b>0</b>	<b>23</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>38</b>
2025 Billing Rates	\$240.00	\$225.00	\$200.00	\$180.00	\$190.00	\$180.00	0%
<b>ECI ESCALATION</b>							
01/01/2025 to 12/31/2025 (ECI = 3.60%)	\$248.64	\$233.10	\$207.20	\$186.48	\$196.84	\$186.48	0%
01/01/2026 to 12/31/2026 (ECI = 3.60%)	\$257.59	\$241.49	\$214.66	\$193.19	\$203.93	\$193.19	0%
01/01/2027 to 12/31/2027 (ECI = 3.60%)	\$266.86	\$250.19	\$222.39	\$200.15	\$211.27	\$200.15	0%
01/01/2028 to 12/31/2028 (ECI = 3.60%)	\$276.47	\$259.19	\$230.39	\$207.35	\$218.87	\$207.35	100%
01/01/2029 to 12/31/2029 (ECI = 3.60%)	\$286.42	\$268.52	\$238.69	\$214.82	\$226.75	\$214.82	0%
Payroll Cost	\$ 4,147.07	\$ -	\$ 5,299.04	\$ -	\$ -	\$ -	100%
							\$ 9,446.11
<b>Direct Expenses</b>							
Mileage	\$ 0.65	mile		1000	\$ 650.00		
Per Diem for Meals	\$ 41.00	day		0	\$ -		
Lodging	\$ 107.00	night			\$ -		
Prints	\$ 15.00	plan set		0	\$ -		
Misc. Expenses (photocopies, supplies, etc.)	\$ 150.00	direct cost		0			
Total					\$ 650.00		
						\$ 650.00	\$ 10,096.11
<b>TOTAL FEE</b>							<b>\$ 10,000.00</b>

**SCHEDULE OF GENERAL BILLING RATES**

**CLARK DIETZ, INC.**

January 1, 2026

<u>TITLE</u>	<u>HOURLY RATE</u>
Engineer 9	\$300.00
Engineer 8	270.00
Engineer 7	255.00
Engineer 6	240.00
Engineer 5	225.00
Engineer 4	200.00
Engineer 3	180.00
Engineer 2	160.00
Engineer 1	150.00
Technician 6	205.00
Technician 5	190.00
Technician 4	180.00
Technician 3	160.00
Technician 2	140.00
Technician 1	125.00
Intern	105.00
Administrative 1	95.00
Administrative 2	105.00
Administrative 3	125.00
Administrative 4	150.00
Administrative 5	210.00

Notes:

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits, and overhead and profit. All project related expenses and subconsultants will be billed at 110% of actual cost to cover handling and administrative expenses.

**INDEPENDENT CONTRACTOR  
AGREEMENT**

THIS INDEPENDENT CONTRACTOR AGREEMENT (the “Agreement”) is effective as of the \_\_\_\_\_ day of May, 2026, by and between **The City of Westfield, Indiana**, an Indiana Municipal Corporation (the “City”), and **Patricia Leuteritz** (“Contractor”).

**WITNESSETH:**

**WHEREAS**, the City desires to engage Contractor to provide the services set forth in Exhibit A for the benefit of the City (the “Services”) pursuant to the terms of this Agreement; and

**WHEREAS**, Contractor desires to provide the Services pursuant to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises, the respective agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**Engagement.** The City hereby engages Contractor, and Contractor hereby accepts such engagement by the City, in accordance with the terms and conditions of this Agreement, to provide the Services for the benefit of the City for the term of this Agreement.

**Term: Termination.** Contractor’s employment with the City terminated on May 29, 2026 (“Termination Date”). Contractor represents and warrants that, subsequent to the Termination Date, Contractor will not enter into any commitments or assume or incur any obligations which, either directly or indirectly, impact the City.

Contractor will perform the Services set forth in Exhibit A from June 1, 2026 until the earlier of (a) December 31, 2026 (remainder of calendar year) or (b) notice of discontinuation of the Services from the City or Contractor as provided below.

City may discontinue, for any reason, the Services provided by Contractor in the event there is no longer a business need for the services upon at least ten (10) days prior written notice to the Contractor;

In the event Contractor decides to no longer provide Services to the City, Contractor shall provide at least ten (10) days prior written notice to City with no reduction in quality of the Services provided.

**Compensation.** For the Services provided hereunder, the City agrees to pay and Contractor agrees to accept compensation in the amount of thirty-five dollars (\$35) per hour. Invoices shall be submitted by Contractor on the 15<sup>th</sup> of each month, and payment by the City is due within thirty (30) days of receipt. In the event of termination of this Agreement as provided for above, Contractor shall be paid for all Services completed prior to termination.

**Office Space, Equipment, and Supplies.** The City agrees to provide Contractor with the office space, equipment, access to documents, and supplies necessary for Contractor to perform the Services.

**Records.** In the performance of this Agreement, Contractor may maintain access to the City's network and email system, and may acquire proprietary data and other confidential information with respect to the City, including financial data, patented and copyrighted information, and other confidential material (collectively, the "Confidential Information"). During the term of this Agreement and thereafter, Contractor shall not, without the prior written consent of the City, directly or indirectly communicate or divulge or use for its benefit or the benefit of any other person, firm, association, or corporation any of the Confidential Information.

Immediately on the termination of this Agreement, Contractor will return to the City any and all Confidential Information in Contractor's possession. Contractor further agrees to return all other property of the City immediately upon the termination or expiration of this Agreement.

**Indemnification.** Contractor shall assume liability for and indemnify and hold harmless the City and its shareholders, directors, officers, employees, agents, successors, and assigns (individually or collectively, the "City Indemnified Party") from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, and expenses, including reasonable legal expenses, of whatsoever kind or nature imposed on, incurred by, or asserted against a City Indemnified Party for the exclusive acts of Contractor in connection with this Agreement.

To the extent of its insurance the City shall assume liability for and indemnify and hold harmless the Contractor (the "Contractor Indemnified Party") from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, and expenses, including reasonable legal expenses, of whatsoever kind or nature imposed on, incurred by, or asserted against a Contractor Indemnified Party for the exclusive acts of the City in connection with this Agreement.

**Insurance.** Contractor agrees to assume all liability for personal and motor vehicle accidents while performing services on the City property or on behalf of the City. Contractor waives the right to make claims against the City or against any applicable insurance policies as the result of any and all accidents resulting in harm to the Contractor's person or motor vehicle or others while performing services on City property or on behalf of the City.

**Non-Exclusivity.** This Agreement is not intended to be an exclusive agreement between the City and Contractor. Contractor may perform services for, render assistance to, or be engaged by other businesses.

**Contractor's Status.** Contractor is an independent contractor for all purposes hereunder and not an employee of the City. Under no circumstances will Contractor hold herself out as an employee of the City subsequent to the Termination Date. Subsequent to the Termination Date, when interacting with third-parties (including but not limited to oral communication, written

communication, and email correspondence), Contractor agrees to hold herself out as an independent contractor rather than an employee of the City. The City will exercise no control or have any right of control, express or implied, over Contractor or the manner in which Contractor performs any Services, except to the extent stated herein.

As an independent contractor, Contractor, and not the City, is responsible for the payment of all federal, state, and local taxes from monies paid to Contractor under this Agreement. The City will not withhold any taxes from monies paid to Contractor and shall not be responsible for providing unemployment or worker's compensation insurance to Contractor. Contractor agrees to discharge all obligations of an independent contractor under any applicable federal, state, or local law, regulation, or order now or hereafter in effect, including, but not limited to those relating to taxes, unemployment compensation or insurance, worker's compensation, disability benefits, and tax withholding, and including the filing of all returns and reports required of independent contractors and the payment of all taxes, contributions, or other sums required of independent contractors. In addition, subsequent to the Termination Date, the City will not provide any employee welfare or other type of benefit plan to Contractor, including, but not limited to, health, disability, hospitalization, or retirement benefits.

**Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, representatives, successors, and assigns; provided, however, that no party hereto may assign this Agreement without the prior written consent of all parties hereto. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, except as provided above, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

**Entire Agreement.** This Agreement supersedes all other prior understandings, commitments, representations, negotiations, discussions, and agreements, whether oral or written, express or implied, between the parties hereto relating to the matters contemplated hereby and constitutes the entire agreement between the parties hereto relating to the subject matter hereof.

**Notices.** All notices, requests, and other communications hereunder shall be in writing (which shall include facsimile communications) and shall be deemed to have been duly given if (a) delivered by hand and receipted for; (b) sent by certified United States Mail, return receipt requested, first class postage pre-paid; (c) delivered by receipted overnight delivery service; or (d) delivered by facsimile transmission if such fax is confirmed immediately thereafter by also mailing a copy of such notice, request, or other communication by certified United States Mail, return receipt requested, first class postage pre-paid, as follows or such substituted address or person as either party has given to the other in writing.

If to the City:

City of Westfield, Indiana  
Attn: Johnathon Nail  
2728 East 171<sup>st</sup> Street  
Westfield, Indiana 46074

If to Contractor:

Patricia Leuteritz  
10115 Weeping Cherry Dr.  
Fishers, IN. 46038  
Telephone: (317-450-4326)  
patleuteritz@outlook.com

All such notices, requests, and other communications shall be effective (aa) if delivered by hand, when delivered; (bb) if mailed in the manner provided herein, two (2) business days after deposit with the United States Postal Service; (cc) if delivered by overnight express delivery service, on the next business day after deposit with such service; and (dd) if by facsimile transmission, on the date indicated on the fax confirmation page of the sender if such fax also is confirmed by mail in the manner provided herein.

**Amendment.** This Agreement may not be terminated, amended, modified, or supplemented, except by a written agreement executed by all of the parties hereto.

**Headings.** The headings contained in this Agreement have been inserted and used solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

**Severability.** In case any one or more of the provisions (or any portion thereof) contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or provisions (or portion thereof) had never been contained herein.

**Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same agreement.

**Governing Law.** This Agreement (including, without limitation, any and all demands, controversies, claims, actions, causes of action, suits, proceedings, and litigation between the parties hereto arising out of or relating to this Agreement or its breach, the construction of its terms, or the interpretation of the rights and duties of the parties) shall be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to any choice or conflict of law provisions, principles, or rules (whether of the State of Indiana or any other jurisdiction) that would cause the application of any laws of any jurisdiction other than the State of Indiana.

**Non-Discrimination.** Contractor agrees that he 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.

**E-Verify.** Under Ind. Code § 22-5-1.7-11, by entering into this Agreement with the City, Contractor is required to enroll in and verify the work eligibility status of all newly hired employees, if any, through the E-Verify program. Contractor 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. Contractor hereby affirms that he does not knowingly employ an unauthorized alien. Contractor further affirms that he will enroll in and agree to verify the work eligibility status of all newly hired employees, if any, through the E-Verify program.

**Jurisdiction and Venue.** The parties hereby agree that all suits, actions, proceedings, litigation, disputes, or claims relating to or arising out of this Agreement shall be brought and tried in the Superior or Circuit Court, as appropriate, of Hamilton County, Indiana. In this regard, the parties hereby (a) agree that venue shall be such courts, (b) irrevocably consent to service of process and to the jurisdiction and venue of such courts, and (c) irrevocably waive any claim of in con forum if any such suit, claim, proceeding, litigation, dispute, or claim has been filed, brought, or made in any of such courts.

**Waiver.** The parties hereto may, by a writing signed by all of the parties hereto, waive the performance by any party of any of the provisions to be performed by such party under this Agreement. The failure of any party hereto at any time to insist upon the strict performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of such provision at a future time. The waiver by any party hereto of a breach of or noncompliance with any provision of this Agreement shall not operate or be construed as a continuing waiver or a waiver of any other or subsequent breach or noncompliance hereunder.

**Certain References.** Whenever in this Agreement a singular word is used, it also shall include the plural wherever required by the context and vice-versa. All references to the masculine, feminine, or neuter genders herein shall include any other gender, as the context requires. Except as expressly stated otherwise, all references in this Agreement to periods of days shall be construed to refer to calendar days.

**Facsimile.** This Agreement may be executed and delivered by any party by facsimile transmission. For purposes of this Agreement, any signature page signed and transmitted by facsimile machine or other form of electronic transmission shall be treated as an original document, and the signature of any party thereon, for purposes hereof, shall be considered as an original signature and the document transmitted shall be considered to have the same binding effect as an original signature on an original document. No party may raise the use of a facsimile machine or other form of electronic transmission or the fact that any signature was transmitted through the use of a facsimile machine or other form of electronic transmission in accordance with this Section as a defense to the enforcement of this Agreement, any amendment hereto, or any other document contemplated hereby.

**Attorneys' Fees.** Each party hereto shall pay the other party's reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) in connection with such other party successfully enforcing (whether by lawsuit or whether by settlement before or after any lawsuit is filed) any provision of this Agreement.

**Exhibits.** The exhibits attached hereto are incorporated into and made a part of this Agreement.

**Authority.** Each party hereby represents and warrants that the person executing and delivering this Agreement on its behalf has been duly authorized to do so by all necessary action of such party.

**Survival.** Any provisions of this Agreement creating obligations extending beyond the

term of this Agreement will survive the expiration or termination of this Agreement, regardless of the reason for such expiration or termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officer on the day and year first written above.

(“City”)

\_\_\_\_\_  
By:

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

(“Contractor”)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**EXHIBIT A**

# Public Works Administrator

FLSA Status: *Non-Exempt*

## General Definition of Work

Performs high-level administrative work including executive office assistance and accounting work, maintaining records and files, preparing reports, and related work as apparent or assigned. Work is performed under the limited supervision of the Assistant Director.

## Qualification Requirements

*To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.*

## Essential Functions

- Tracks and delivers accounts receivables/daily deposits to Clerk Treasurer's office.
- Develops and submits inspection services invoices for developers and Citizens Energy Group.
- Processes invoices for Certificates of Compliance and Certificates of Occupancy.
- Track/Maintain/Process Certificates of Liability forms and TIF claims.
- Process all incoming encroachment permits.
- Responds to employees inquiries.
- Composes and assists with Public Relations events including internal and community outreach.
- Manages license plates and insurance for equipment within department.
- Updates and posts information on the Public Works website.
- Develops department forms, reports, spreadsheets, graphs and presentations.
- Writes, proofs and edits correspondence.
- Files and posts department ordinances, special agreements and reports.
- Orders and maintains department office supplies.
- Receives and processes incoming and outgoing mail.
- All other duties as assigned

## Knowledge, Skills and Abilities

Comprehensive knowledge of department policies, procedures and programs; comprehensive knowledge of standard clerical/accounting practices and procedures and of fiscal or statistical record keeping and reporting; thorough knowledge of business English and arithmetic; comprehensive knowledge of Microsoft Office and have the ability to prepare reports; ability to solve problems within scope of responsibility; ability to establish and maintain effective working relationships with associates and the general public.

## Education and Experience

Associates/Technical degree and considerable experience as an office assistant, or equivalent combination of education and experience.

## Physical Requirements

This work requires the occasional exertion of up to 10 pounds of force; work regularly requires sitting and speaking or hearing, frequently requires standing, using hands to finger, handle or feel and repetitive motions and occasionally requires walking and reaching with hands and arms; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data and operating motor vehicles or equipment; work is generally in a moderately noisy location (e.g. business office, light traffic).

# Public Works Administrator

## Special Requirements

Valid driver's license in the State of Indiana.

**IRONSTONE MASTER ROAD IMPROVEMENT  
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (“**Agreement**”), dated as of \_\_\_\_\_, 2026, is entered into by and among the CITY OF WESTFIELD, INDIANA (the “**City**”), and Platinum Properties Management Company, LLC and LTL Hinkle Creek LLC (collectively, the “**Developer**”) (collectively the City and Developer shall be referred as “**Parties**”).

**RECITALS**

1. The Developer and the Director of Public Works for the City of Westfield have formulated and agreed upon a master plan for road improvements pertaining to the Ironstone Planned Unit Development Ordinance, Ordinance No. 25-66 (the “**Ironstone Master Road Improvement Plan**”).

2. Attached hereto as **Exhibit “A”** which is incorporated herein by reference is the “**Ironstone Perimeter Road Improvement Plan**”, which plan includes the following City and Developer obligations and requirements pertaining to road improvements: (i) the locations of road improvements; (ii) the manner and design of road improvements; and, (iii) the timing for construction of road improvements. The Ironstone Perimeter Road Improvement Plan includes the following exhibits: (i) Perimeter Road Improvement Plan – Overall; (ii) Current Public Works and Priority 1 Projects – Projected Timing; (iii) Priority 2 Projects – Projected Timing; (iv) Priority 3 Projects – Projected Timing and (v) Typical Section.

3. At a later date, the Parties shall agree upon and enter into separate individual development agreements (the “**Future Development Agreements**”) pertaining to each individual section of the Ironstone development regarding the road improvements by the Parties, which Future Development Agreements shall exclude any road projects that are the sole responsibility of the City to complete. Future Development Agreements shall include Developer’s road impact fee credits due to the expenses and costs related to road improvements that are the responsibility for the Developer to complete.

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 shall terminate upon completion of the road improvements described in **Exhibit “A”** to the satisfaction of the Parties.

**ARTICLE II**  
**Covenants of Parties**

- 2.1 The Parties shall comply with the obligations and requirements set forth in the Ironstone Perimeter Road Improvement Plan.
- 2.2 The Parties shall enter into separate Future Development Agreements pertaining to each individual section of the Ironstone development regarding the road improvements by the Parties, which Future Development Agreements shall exclude any road projects that are the sole responsibility of the City to complete. Future Development Agreements shall include Developer’s road impact fee credits due to the expenses and costs related to road improvements that are the responsibility for the Developer to complete.
- 2.3 Certain road projects shown and depicted on the Ironstone Perimeter Road Improvement Plan, including but not limited to, City of Westfield Public Works projects relating to pavement management projects, shall not require any Future Development Agreements between the City and Developer, as such projects are the responsibility for the City to complete.
- 2.4 Acceleration and deceleration lanes and road improvements that are required by City Standards to be built and paid for by the Developer shall not be eligible for road impact fee credits.

**ARTICLE III**  
**Miscellaneous**

- 3.1 **Assignment.** The Developer shall have the unilateral right to assign the rights and obligations contained in this Agreement to any future developer of the Real Estate. Developer expressly acknowledges that this Agreement is, except as provided otherwise herein, binding upon and enforceable against the Developer, its



LTL Hinkle Creek LLC  
11555 N. Meridian Street, Suite 400  
Carmel, IN 46032

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

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

party, duly execute and deliver, or cause to be executed and delivered, such further instruments and perform or cause to be performed such further acts as may be reasonably necessary or proper in the reasonable opinion of the City or the Developer to carry out the provisions and purposes of this Agreement.

- 3.12 **Severability.** The invalidity, illegality, or unenforceability of any one or more of the terms and conditions of this Agreement shall not affect the validity, legality, or enforceability of the remaining terms and conditions hereof. All Exhibits to this Agreement are attached hereto and incorporated herein by reference. Time is of the essence in this Agreement. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, then the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible to reflect the intent of the parties and still be valid and enforceable. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its provisions. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the Developer and the City or their successors in interest. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Project Site is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday.
- 3.13 **Headings.** The headings of the articles, sections and paragraphs used in this Agreement are for convenience only and shall not be read or construed to affect the meaning or construction of any provision.
- 4.14 **Entire Agreement.** Except as otherwise expressly provided herein, this Agreement constitutes the entire agreement by and between the City and the Developer and supersedes all prior agreements, written or verbal, between the City and the Developer pertaining to the Project. No statements, promises or agreements whatsoever, in writing or verbally, in conflict with the terms of this Agreement have been made by the City or the Developer that in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations of this Agreement.

3.15 **No Third Party Beneficiaries.** There are no third-party beneficiaries of this Agreement.

3.16 **Indemnification.**

(A) **Developer Indemnification.** The Developer will pay, and protect, indemnify and save the City (including members, directors, officials, officers, agents, attorneys and employees thereof) harmless from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the City), causes of actions, suits, claims, demands and judgments of any nature arising from or relating to:

- (i) Violation by the Developer of any agreement or condition of this Agreement;
- (ii) Violation of any contract, agreement or restriction by the Developer relating to the Project, or any part thereof, in connection with the implementation of or effectuation of this Agreement;
- (iii) Violation of any law, ordinance or regulation by the Developer arising out of the ownership, occupancy or use of the Project, or a part thereof;
- (iv) Any act, failure to act, or misrepresentation by the Developer, or any of the Developer's agents, contractors, servants, employees or licensees related to this Agreement; and

(B) **City Indemnification.** To the extent permitted by law, the City will pay, and protect, indemnify and save the Developer (including members, directors, officials, officers, agents, attorneys and employees thereof) harmless from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Developer), causes of actions, suits, claims, demands and judgments of any nature arising from or relating to:

- (i) Violation by the City or other City Party of any agreement or condition of this Agreement;
- (ii) Violation of any contract, agreement or restriction by the City relating to the Project, or any part thereof, in connection with the implementation of or effectuation of this Agreement;

- (iii) Any act, failure to act, or misrepresentation by the City, or any of the City’s agents, contractors, servants, employees or licensees related to this Agreement;

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

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

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

\* \* \*

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

**“DEVELOPER”**

Platinum Properties Management Company,  
LLC

By: \_\_\_\_\_

Paul Rioux

Title: President

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for the State of Indiana, personally appeared. Paul Rioux, President, Platinum Properties Management Company, 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            day of \_\_\_\_\_, 2026.

My Commission Expires:

\_\_\_\_\_

My County of Residence:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Printed

**“DEVELOPER”**

LTL Hinkle Creek LLC

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for the State of Indiana, personally appeared. \_\_\_\_\_, the \_\_\_\_\_ of LTL Hinkle Creek LLC, being first duly sworn, acknowledged the execution of the foregoing Agreement for and on behalf of said limited liability company.

Witness my hand and Notarial Seal this            day of \_\_\_\_\_, 2026.

My Commission Expires:

\_\_\_\_\_

My County of Residence:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Printed

“CITY”

CITY OF WESTFIELD

By: \_\_\_\_\_

STATE OF INDIANA        )  
  )SS:  
COUNTY OF HAMILTON )

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

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

My County of Residence:

\_\_\_\_\_

\_\_\_\_\_  
Printed

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. James E. Shinaver and Larry J. Kemper.

This instrument prepared by James E. Shinaver and Larry J. Kemper, Nelson & Frankenberger, 11350 N. Meridian Street, Suite 320, Carmel, IN 46032.

Ironstone Road Improvement Development Agreement – 02.27.26

**Exhibit “A”**

**Ironstone Master Road Improvement Plan**

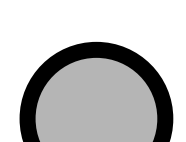

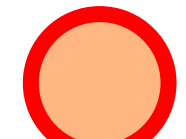

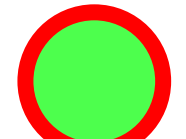
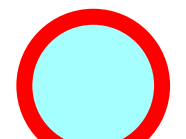

*(The Following 5 Pages Contain the Ironstone Master Road Improvement Plan)*

**SR 38 & Six Points Road:**  
(off page)  
Potential Traffic Signal

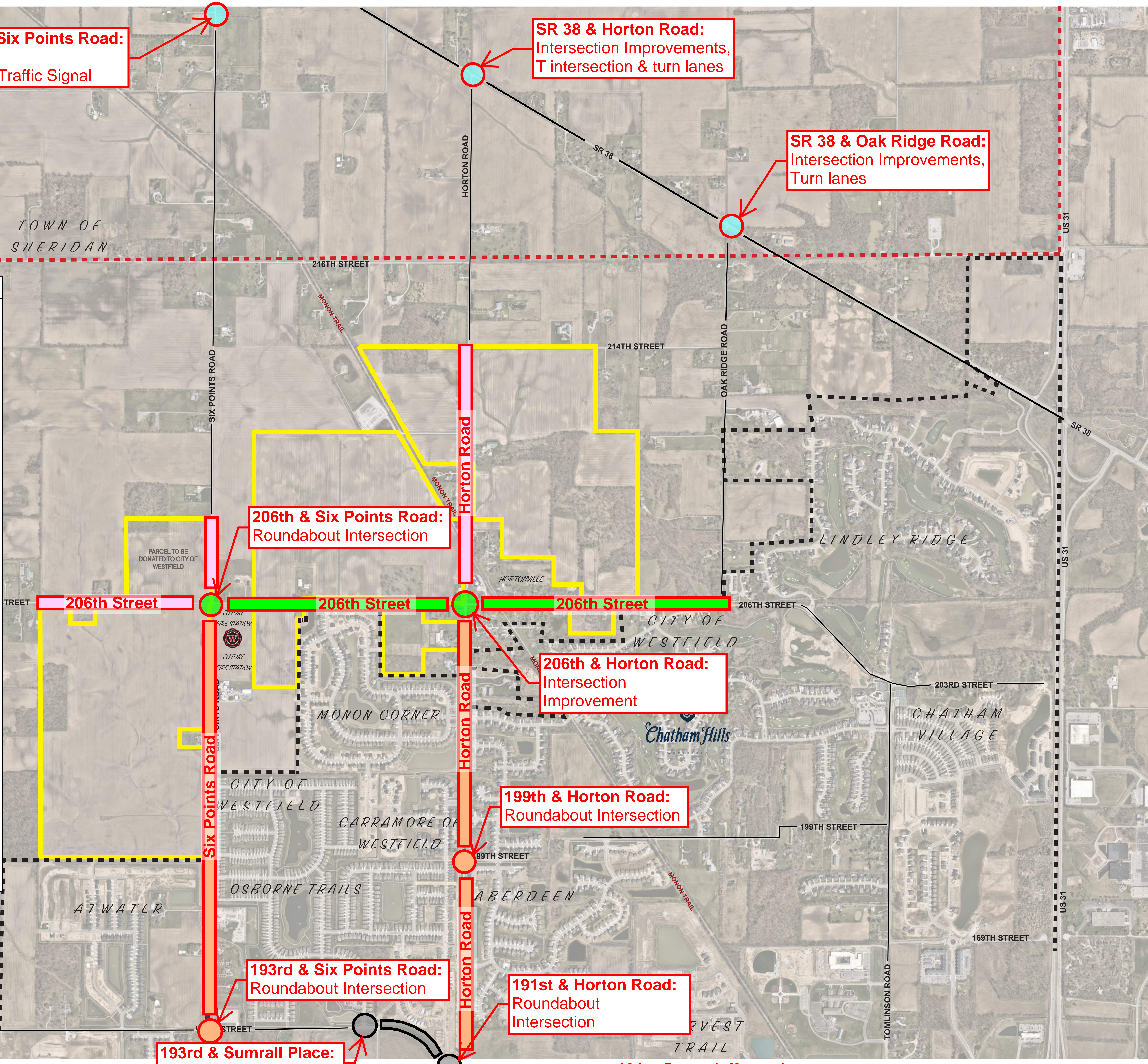
**SR 38 & Horton Road:**  
Intersection Improvements,  
T intersection & turn lanes

**SR 38 & Oak Ridge Road:**  
Intersection Improvements,  
Turn lanes

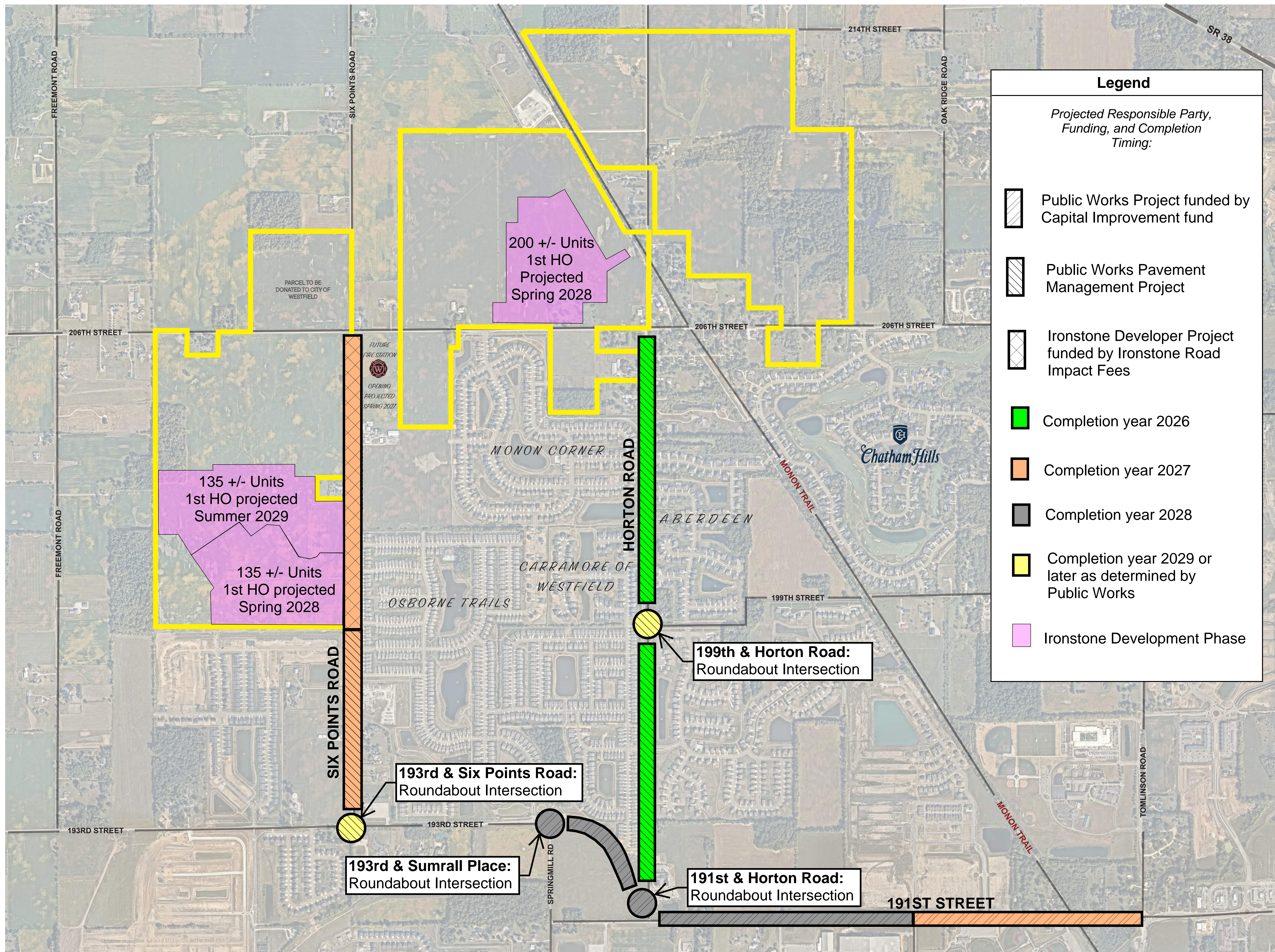
**Legend**

-  Current PW planned Capital Improvement
-  Priority 1 - Road Segment Improvements
-  Priority 1 - Roundabout Intersection
-  Priority 2 - Road Segment Improvements
-  Priority 2 - Intersection Improvements
-  \* Priority 3 - SR 38 Intersection Improvements
-  Low Priority - Road Segment Improvements

\* **Note:** Improvement needed at SR 38 intersections due to current traffic volumes with or without Ironstone Development. Requires coordination with other governing agencies.

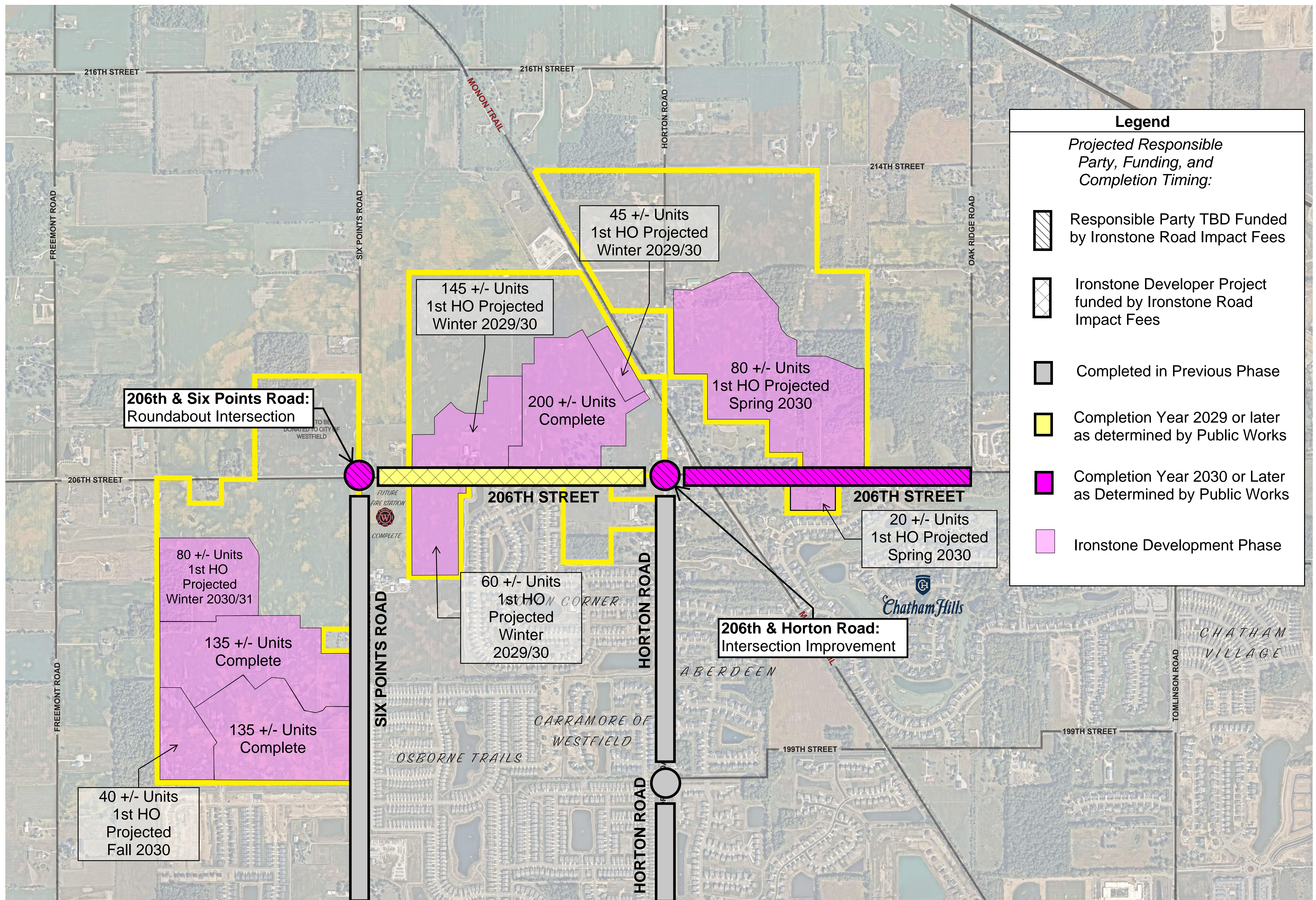


**IRONSTONE | PERIMETER ROAD IMPROVEMENT PLAN - OVERALL**



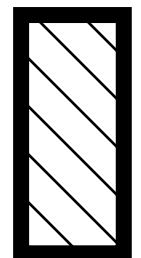
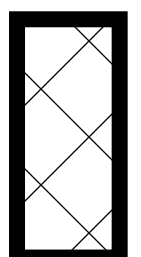
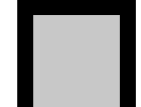
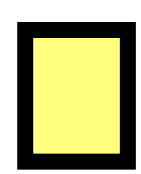
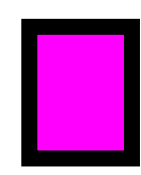
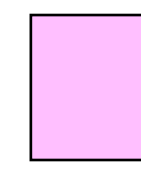
**IRONSTONE | PERIMETER ROAD IMPROVEMENT PLAN**

CURRENT PUBLIC WORKS AND PRIORITY 1 PROJECTS - PROJECTED TIMING



**Legend**

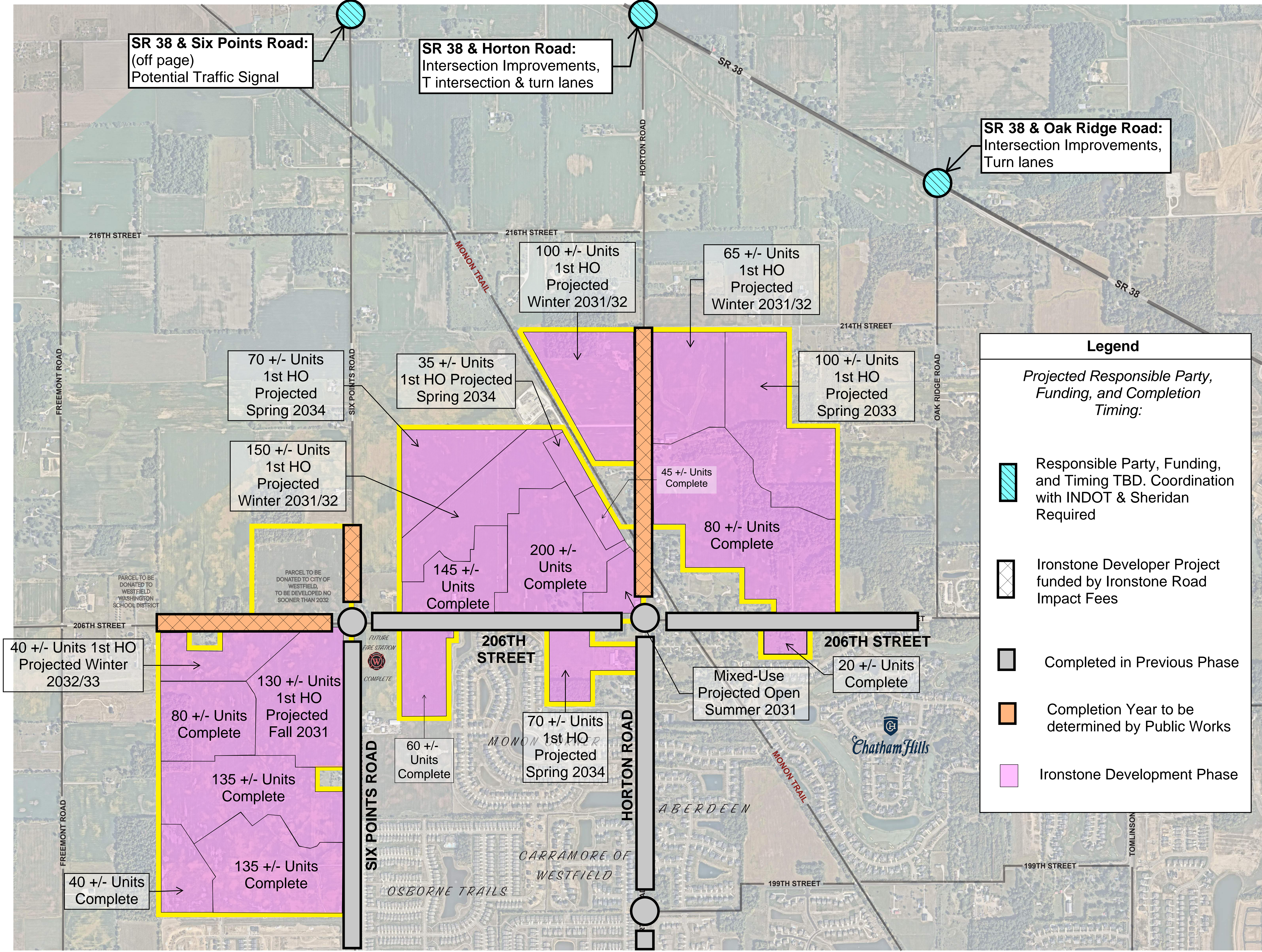
*Projected Responsible Party, Funding, and Completion Timing:*

-  Responsible Party TBD Funded by Ironstone Road Impact Fees
-  Ironstone Developer Project funded by Ironstone Road Impact Fees
-  Completed in Previous Phase
-  Completion Year 2029 or later as determined by Public Works
-  Completion Year 2030 or Later as Determined by Public Works
-  Ironstone Development Phase



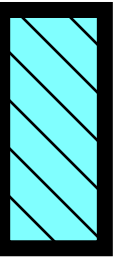



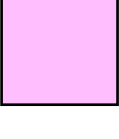
**IRONSTONE | PERIMETER ROAD IMPROVEMENT PLAN**

PRIORITY 2 PROJECTS - PROJECTED TIMING



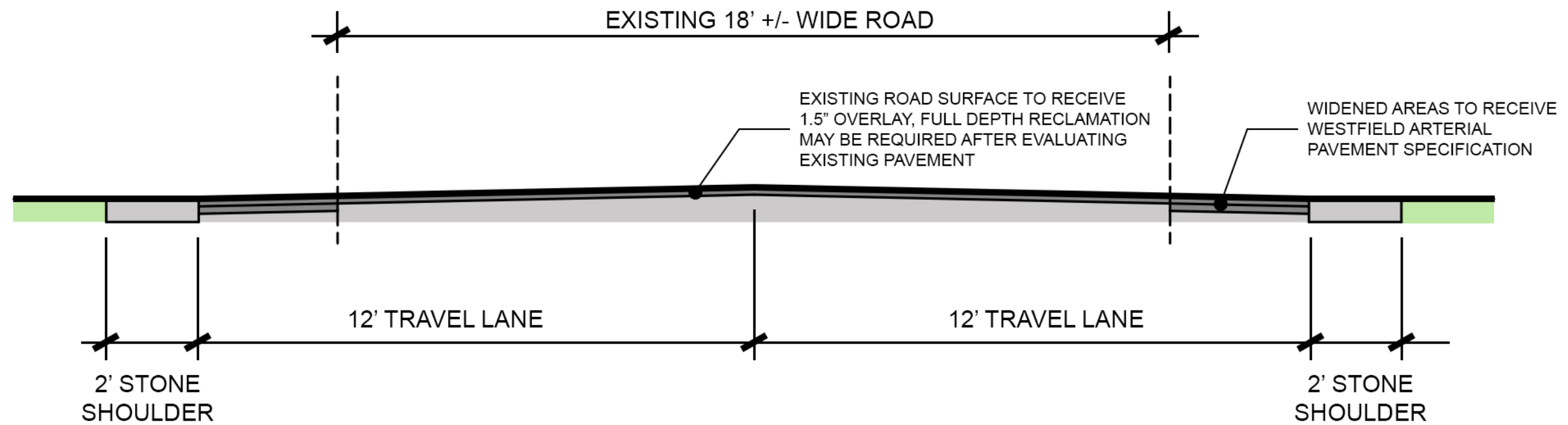
**Legend**

*Projected Responsible Party, Funding, and Completion Timing:*

-  Responsible Party, Funding, and Timing TBD. Coordination with INDOT & Sheridan Required
-  Ironstone Developer Project funded by Ironstone Road Impact Fees
-  Completed in Previous Phase
-  Completion Year to be determined by Public Works
-  Ironstone Development Phase

**IRONSTONE | PERIMETER ROAD IMPROVEMENT PLAN**

PRIORITY 3 PROJECTS - PROJECTED TIMING



IRONSTONE

PERIMETER ROAD IMPROVEMENT PLAN

TYPICAL SECTION

**PROFESSIONAL SERVICES AGREEMENT**

**AMENDMENT NUMBER 2**

**Project Name (“Project”)**

*Infrastructure Plan Review Assistance*

This Amendment to the Professional Services Agreement dated 5/24/2024 is by and between:

**City of Westfield (“Client”)**

2728 East 171<sup>st</sup> Street  
Westfield, IN 46074

and,

**Clark Dietz, Inc. (“Clark Dietz”)**

8900 Keystone Crossing, Suite 475  
Indianapolis, IN 46240

Who agree as follows:

**Now Therefore;** this Amendment engages Clark Dietz to perform Services described in PART I – SERVICES BY CLARK DIETZ and Clark Dietz agrees to perform these Services for the compensation set forth in PART III - COMPENSATION. Clark Dietz shall be authorized to commence Services upon execution of this Amendment by both parties and receipt of written or verbal authorization to proceed from the Client. Client and Clark Dietz agree that this signature page, together with Parts I - III of this Amendment and the original Agreement, incorporated and made a part herewith, constitute the entire agreement between them relating to this project.

**Agreed to by Client**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Agreed to by Clark Dietz**

By: Jacob W. Phillips 

Title: Managing Principal

Date: 4/29/2026

**PART I**  
**SERVICES BY CLARK DIETZ**

**A. Amendment Description**

- 1. The City of Westfield requires periodic assistance with new development infrastructure plan reviews. This amendment increases the total fee by \$40,000, for these services.

**B. Scope**

- 1. No change

**C. Schedule**

- 1. The terms of this Agreement shall expire December 31, 2027, unless extended by Amendment.

**D. Assumptions/Conditions**

- 1. No Change

**PART II**  
**CLIENT'S RESPONSIBILITIES**

Client shall, at its expense, do the following in a timely manner so as not to delay the Amended services:

**A. Information/Reports**

1. No Change

**B. Representative**

1. No Change

**C. Decisions**

1. No Change

**PART III  
COMPENSATION**

**A. Compensation**

1. Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES of this Amendment will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Amendment will not exceed \$40,000.00 and increase the total compensation authorized to \$120,000.00.

**B. Billing and Payment – No Change**

**SCHEDULE OF GENERAL BILLING RATES**

**CLARK DIETZ, INC.**

January 1, 2026

<u>TITLE</u>	<u>HOURLY RATE</u>
Engineer 9	\$300.00
Engineer 8	270.00
Engineer 7	255.00
Engineer 6	240.00
Engineer 5	225.00
Engineer 4	200.00
Engineer 3	180.00
Engineer 2	160.00
Engineer 1	150.00
Technician 6	205.00
Technician 5	190.00
Technician 4	180.00
Technician 3	160.00
Technician 2	140.00
Technician 1	125.00
Intern	105.00
Administrative 1	95.00
Administrative 2	105.00
Administrative 3	125.00
Administrative 4	150.00
Administrative 5	210.00

Notes:

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits, and overhead and profit. All project related expenses and subconsultants will be billed at 110% of actual cost to cover handling and administrative expenses.

**PROFESSIONAL SERVICES AGREEMENT**

**Project Name (“Project”)**

Infrastructure Plan Review Assistance

This Agreement is by and between

**City of Westfield (“Client”)**

2728 East 171<sup>st</sup> Street  
Westfield, IN 46074

and


**Clark Dietz, Inc. (“Clark Dietz”)**

8900 Keystone Crossing, Suite 475  
Indianapolis, IN 46240

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in PART I - SERVICES BY CLARK DIETZ, and Clark Dietz agrees to perform the Services for the compensation set forth in PART III - COMPENSATION. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written or verbal authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I - IV and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

**Agreed to by Client**

By: 

Title: DIRECTOR OF PUBLIC WORKS

Date: 5/24/2024

**Agreed to by Clark Dietz**

By: 

Title: Kevin Hetrick, Indiana Regional Director

Date: May 16, 2024

**PART I**  
**SERVICES BY CLARK DIETZ**

**A. Project Description**

The City of Westfield requires periodic assistance with new development infrastructure plan review services. This project provides Clark Dietz staff to perform engineering support to the City in completing reviews on an as needed/as requested basis, utilizing the City's plan review checklist. Reviews will be completed electronically utilizing PDF markup tools and a document portal (provided by City) for transferring files.

**B. Scope**

The scope of services for this project will generally include the following work tasks:

- Attend project meetings with the City's Infrastructure Plan Reviewer as requested (virtual or in-person) to discuss specific issues/concerns related to development plans.
- Coordinate with the City's Infrastructure Plan Reviewer to obtain input or clarifications on the City's infrastructure policies and standards.
- Perform engineering reviews utilizing the City's plan review checklist.
- Provide comments on plans for each development review assignment using Bluebeam or other PDF compatible software showing deficiencies/deviations from the City's design standards.
- Complete the City's review checklist forms for each assigned development review.
- Set up and track time spent on each assigned development and include as a separate line item on project invoicing.
- Perform project administration activities including project financial tracking, invoicing, scheduling, and quality assurance.

**C. Schedule**

The term of this Agreement shall expire December 31, 2026, unless extended by Amendment.

Individual development reviews are expected to be completed within two weeks of receipt of a complete set of review documents.

**D. Assumptions/Conditions (if applicable)**

This agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the location of the project.
2. Detailed review of engineering calculations provided by the development applicant's engineer is not included in the Scope of Services, as these documents have been prepared and sealed by the developer's engineer and presumed to meet the professional engineering standard of care.

**PART II  
CLIENT'S RESPONSIBILITIES**

Client shall, at its expense, do the following in a timely manner so as not to delay the Services:

**A. Information/Reports**

Provide Clark Dietz with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Clark Dietz may rely upon without independent verification unless specifically identified as requiring such verification.

**B. Representative**

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. **The Client representative for this Agreement will be Jonathan Nail, Director of Public Works.**

**C. Decisions**

Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

**PART III  
COMPENSATION**

**A. Compensation**

1. Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I - SERVICES BY CLARK DIETZ of this Agreement will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Agreement will not exceed \$40,000 without prior written authorization. Payment for expenses incurred directly on behalf of the Project shall be at actual cost to Clark Dietz.

**B. Billing and Payment**

1. **Timing/Format**

- a. Invoices shall be submitted monthly for Services completed at the time of billing. Invoices shall be considered past due if not paid within 45 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation required by the Client.
- b. If the Client fails to make payments within 45 calendar days of the date of invoice or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.
- c. Client shall make payments to Clark Dietz using one of the following methods:

1) **CLARK DIETZ LOCKBOX:**

Clark Dietz, Inc.  
125 West Church Street  
Champaign, IL 61820

2) **ELECTRONIC FUNDS/ACH PAYMENT:**

Account Name : Clark Dietz, Inc  
Bank Name: Hickory Point Bank and Trust  
Address: 225 N. Water St.  
City/State/Zip: Decatur, Il 62523  
Account Number: 3911880  
ABA Routing Number: 071124805

3) **WIRE TRANSFER (\*Wire fees are the responsibility of the sending party)**

Bank Name: Hickory Point Bank and Trust  
Address: 225 N. Water St.  
City/State/Zip: Decatur, Il 62523  
ABA/Routing Number: 071124805  
Account Title: Clark Dietz, Inc.  
Account Address: 125 W. Church St.  
City/State/Zip: Champaign, IL 61820-3510  
Account Number: 3911880

2. **Billing Records**

Clark Dietz shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

## PART IV STANDARD TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. **DELAYS.** If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay increases the cost or time required for Clark Dietz to perform its services, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.
4. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party. Client shall pay Clark Dietz for all Services, including profit relating thereto, rendered prior to termination.
5. **REUSE OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.
6. **ELECTRONIC MEDIA.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Clark Dietz, the Client agrees that all such electronic files are instruments of service of Clark Dietz, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of Clark Dietz. The Client further agrees that Clark Dietz shall have no responsibility or liability to Client or others for any changes made by anyone other than Clark Dietz or for any reuse of the electronic files without the prior written consent of Clark Dietz.

Any changes to the electronic specifications by either the Client or Clark Dietz are subject to review and acceptance by the other party. If Clark Dietz is required to expend additional effort to incorporate changes to the electronic file specifications made by the Client, these efforts shall be compensated for as Additional Services.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants (collectively, Clark Dietz) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than Clark Dietz or from any use or reuse of the electronic files without the prior written consent of Clark Dietz.

The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern.
7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
8. **SAFETY.** Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.
9. **RELATIONSHIP WITH CONTRACTORS.** Clark Dietz shall serve as Client's professional representative for the services and may make recommendations to Client concerning actions relating to Client's contractors. Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
10. **THIRD PARTY CLAIMS.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Clark Dietz. Clark Dietz's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Clark Dietz because of this Agreement or the performance or nonperformance of services hereunder. The Client and Clark Dietz agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

11. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.
12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.
13. **INSURANCE.** Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.
14. **INDEMNITIES.** Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, to the extent caused by Clark Dietz' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.
- The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants against all damages, liabilities or costs, to the extent caused by the Client's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.
- Neither the Client nor Clark Dietz shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
15. **LIMITATIONS OF LIABILITY.** In recognition of the relative risks and benefits of the Project to both the Client and Clark Dietz, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Clark Dietz and their officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of Clark Dietz and their officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed Clark Dietz's total fee for services rendered on this Project, or \$ 100,000.00 , whichever is greater. 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.
16. **CONSEQUENTIAL DAMAGES.** Notwithstanding any other provision of this agreement, and to the fullest extent permitted by law, neither the Client nor Clark Dietz, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Clark Dietz shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
17. **ACCESS.** Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.
18. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.
19. **HAZARDOUS MATERIALS.** Clark Dietz and Clark Dietz' consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.
20. **REMODELING AND RENOVATION.** For Clark Dietz' services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.
21. **CLIENT'S CONSULTANTS.** Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client's consultants.
22. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

23. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

24. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.

25. DISPUTE RESOLUTION. In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, Clark Dietz and the Client agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.

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

27. Non-Appropriation. The Parties acknowledge that the City is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the initial term or subsequent term of this representation, the City's fiscal body should fail to appropriate sufficient funds to continue this representation, it will become null and void. The City shall not be obligated to perform unless and until sufficient funds are appropriated. The City agrees to seek funding for the continuation of the representation during each budget cycle during the initial term or subsequent term of this representation. The City agrees to inform Clark Dietz 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.

28. Non-Discrimination. Consistent with Ind. Code §22-9-1-10, Clark Dietz agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this representation, 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 agreement.

**PROFESSIONAL SERVICES AGREEMENT**

**AMENDMENT NUMBER 1**

**Project Name (“Project”)**

*Infrastructure Plan Review Assistance*

This Amendment to the Professional Services Agreement dated 5/24/2024 is by and between:

**City of Westfield (“Client”)**

2728 East 171<sup>st</sup> Street  
Westfield, IN 46074

and,


**Clark Dietz, Inc. (“Clark Dietz”)**

8900 Keystone Crossing, Suite 475  
Indianapolis, IN 46240


Who agree as follows:

**Now Therefore;** this Amendment engages Clark Dietz to perform Services described in PART I – SERVICES BY CLARK DIETZ and Clark Dietz agrees to perform these Services for the compensation set forth in PART III - COMPENSATION. Clark Dietz shall be authorized to commence Services upon execution of this Amendment by both parties and receipt of written or verbal authorization to proceed from the Client. Client and Clark Dietz agree that this signature page, together with Parts I - III of this Amendment and the original Agreement, incorporated and made a part herewith, constitute the entire agreement between them relating to this project.

**Agreed to by Client**

By:   
Title: DIRECTOR OF PUBLIC WORKS  
Date: 3/31/2025

**Agreed to by Clark Dietz**

By: Jacob W. Phillips   
Title: Area Manager  
Date: 3/10/2025

**PART I  
SERVICES BY CLARK DIETZ**

**A. Amendment Description**

- 1. The City of Westfield requires periodic assistance with new development infrastructure plan reviews. This amendment increases the total fee by \$40,000, for these services.

**B. Scope**

- 1. No change

**C. Schedule**

- 1. No change

**D. Assumptions/Conditions**

- 1. No Change

**PART II**  
**CLIENT'S RESPONSIBILITIES**

Client shall, at its expense, do the following in a timely manner so as not to delay the Amended services:

**A. Information/Reports**

1. No Change

**B. Representative**

1. No Change

**C. Decisions**

1. No Change

**PART III  
COMPENSATION**

**A. Compensation**

1. Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES of this Amendment will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total compensation authorized by this Amendment will not exceed \$40,000.00 and increase the total compensation authorized to \$80,000.00.

**B. Billing and Payment – No Change**

**DEDICATION OF PUBLIC RIGHT OF WAY**

**THIS INDENTURE WITNESSETH**, that WINTERBURG DEVELOPER, LLC, a(n) Indiana limited liability company (“**Grantor**”), hereby grants, conveys, and warrants to the City of Westfield, Indiana, an Indiana municipality (“**Grantee**”), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 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 purposes and the construction, operation, and maintenance of public utilities 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. This dedication is not subject to Indiana gross income tax.

Grantor hereby specifically acknowledges and agrees that the Real Estate conveyed herein is conveyed in fee simple and that no reversionary rights whatsoever shall remain with Grantor or any successors in title to the abutting lands of Grantor, 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, roadway or roadway appurtenances established thereupon. These acknowledgements and agreements are a covenant running with the land and shall be binding upon Grantor and its successors and assigns.

Grantor represents and certifies that the person executing this Dedication of Public Right of Way on behalf of Grantor is duly empowered by the Grantor to execute and deliver this Dedication of Public Right of Way; that the Grantor has full capacity and authorization to convey the real estate described and that all necessary action has been duly taken for the making of this dedication.

[Signature Page Follows]



**ACCEPTANCE**

WHEREAS, the foregoing Grantor has this day filed with the City of Westfield Indiana, its 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

\_\_\_\_\_  
Nick Barbknecht

\_\_\_\_\_  
Nick Barbknecht

\_\_\_\_\_  
Nick Barbknecht

\_\_\_\_\_  
Chuck Lehman

\_\_\_\_\_  
Chuck Lehman

\_\_\_\_\_  
Chuck Lehman



ATTEST:

\_\_\_\_\_  
Patricia Leuteritz, Public Works Administrator

**EXHIBIT A**

Legal Description of the Real Estate

**LEGEND**

-  RIGHT-OF-WAY
-  PROPERTY LINE

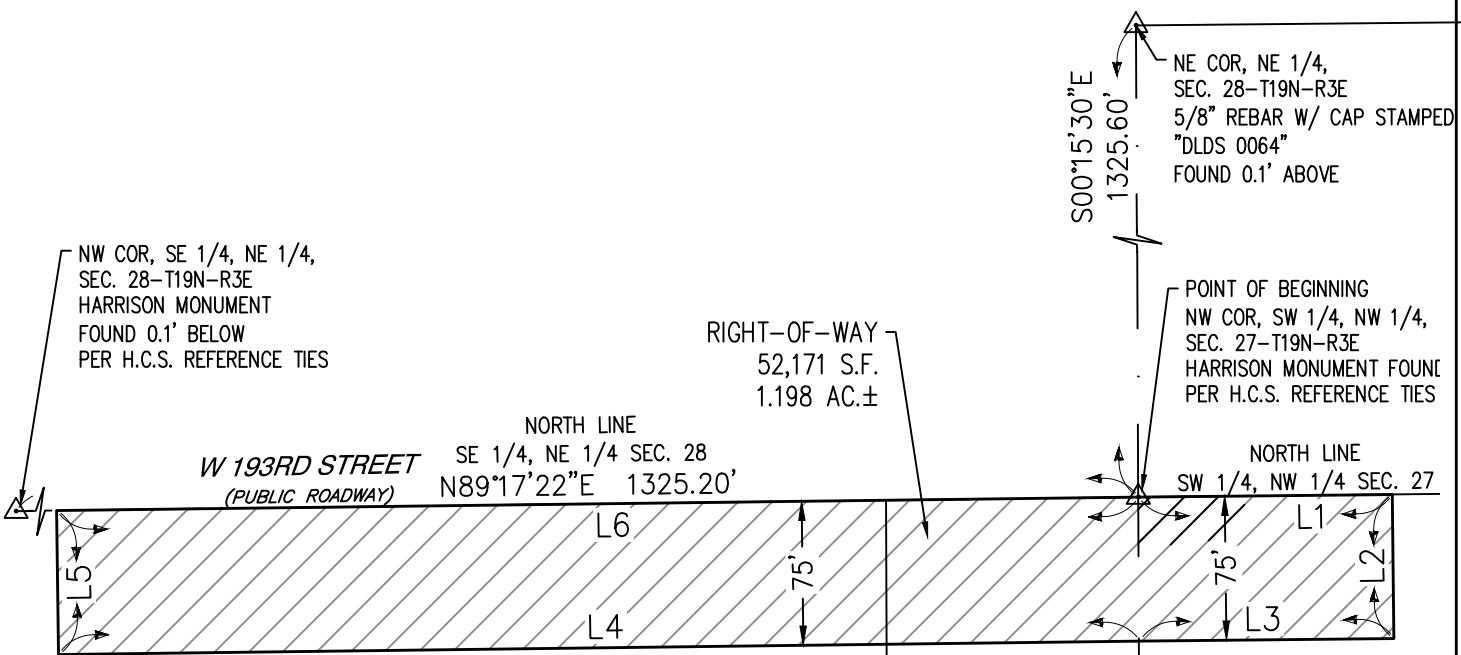
**EXHIBIT "A"**



GRID NORTH



SCALE: 1" = 100'



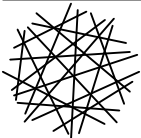
Line Table		
Line #	Direction	Length
L1	N89°24'00"E	132.28'
L2	S00°36'00"E	75.00'
L3	S89°24'00"W	132.21'
L4	S89°17'22"W	563.34'
L5	N00°42'38"W	75.00'
L6	N89°17'22"E	563.41'

**GRANTOR**  
 PARCEL #29-05-28-000-011.000-015  
 WINTERBURG DEVELOPER, LLC  
 AN INDIANA LIMITED LIABILITY COMPANY  
 TRUSTEE'S DEED  
 REC. AUGUST 29, 2024  
 INST. #2024032708 (PARCEL 1)

**GRANTOR**  
 PARCEL #29-05-28-000-010.000-015  
 WINTERBURG DEVELOPER, LLC  
 AN INDIANA LIMITED LIABILITY COMPANY  
 TRUSTEE'S DEED  
 REC. AUGUST 29, 2024  
 INST. #2024032708 (PARCEL 2)

**GRANTOR**  
 PARCEL #29-05-27-000-018.000-015  
 WINTERBURG DEVELOPER, LLC  
 AN INDIANA LIMITED LIABILITY COMPANY  
 TRUSTEE'S DEED  
 REC. AUGUST 29, 2024  
 INST. #2024032708 (PARCEL 3)

PREPARED BY



**HWC**  
**ENGINEERING**  
 www.hwcengineering.com

W. 193RD STREET  
 FINLEY CREEK ESTATES/WINTERBURG  
 RIGHT-OF-WAY  
 WESTFIELD, INDIANA

DRAWN BY  
 KKE  
 CHECKED BY  
 MGJ  
 DATE  
 04/21/2026  
 SCALE  
 1" = 100'

JOB NUMBER  
 2025-020-A

**Note:**  
 This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.

File Name: W:\Pulte Homes\2025-020-A Pulte - Finley Creek Estates Sec 1\Design\Easement Development\2025-020-A-ESMT-ROW-2.dwg, Layout: ESMT(1) By: mjjudt Plot Time: 1:04pm Apr 21, 2026

# EXHIBIT "A"

## RIGHT-OF-WAY LAND DESCRIPTION

Part of the Southeast Corner of the Northeast Quarter of Section 28 and part of the Southwest Quarter of the Northwest Quarter of Section 27, all in Township 19 North, Range 3 East of the Second Principal Meridian, in Washington Township, Hamilton County, Indiana, more particularly described as follows:

BEGINNING at the northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 27, marked by a Harrison monument; thence North 89 degrees 24 minutes 00 seconds East (grid bearing, Indiana Geospatial Coordinate System – Hamilton County Zone, NAD 83, 2011, EPOCH 2010.0000) along the north line of said Quarter-Quarter Section a distance of 132.28 feet; thence South 00 degrees 36 minutes 00 seconds East a distance of 75.00 feet; thence South 89 degrees 24 minutes 00 seconds West a distance of 132.21 feet; thence South 89 degrees 17 minutes 22 seconds West a distance of 563.34 feet; thence North 00 degrees 42 minutes 38 seconds West a distance of 75.00 feet to the north line of the Southeast Quarter of the Northeast Quarter of said Section 28; thence North 89 degrees 17 minutes 22 seconds East along said north line a distance of 563.41 feet to the POINT OF BEGINNING, containing 1.198 acres, more or less.

THIS EXHIBIT PREPARED BY:

*Michael G. Judt*

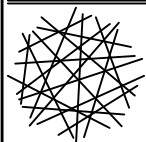
Michael G. Judt  
Professional Surveyor #21500017  
April 21, 2026  
E-Mail: mjudt@hwcengineering.com



### GRANTOR

PARCEL #29-05-27-000-018.000-015  
PARCEL #29-05-28-000-010.000-015  
PARCEL #29-05-28-000-011.000-015  
WINTERBURG DEVELOPER, LLC  
AN INDIANA LIMITED LIABILITY COMPANY  
TRUSTEE'S DEED  
REC. AUGUST 29, 2024  
INST. #2024032708

PREPARED BY



**HWC**  
**ENGINEERING**  
www.hwcengineering.com

W. 193RD STREET  
FINLEY CREEK ESTATES/WINTERBURG  
RIGHT-OF-WAY  
WESTFIELD, INDIANA

DRAWN BY  
KKE

CHECKED BY  
MGJ

DATE  
04/21/2026

SCALE  
1" = 100'

JOB NUMBER  
2025-020-A

**Note:**  
This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.

PG 2 OF 2

File Name: W:\Pulte Homes\2025-020-A Pulte - Finley Creek Estates Sec 1\Design\Easement Development\2025-020-A-ESMT-ROW-2.dwg, Layout: ESM1(2) By: mjjudt

Cross Reference: Instrument No. 2021038243

**DEDICATION OF PUBLIC RIGHT OF WAY**

THIS INDENTURE WITNESSETH: That LTL Hinkle Creek, LLC, a Delaware Limited Liability Company (“Grantor”), hereby gives and dedicates to the City of Westfield (hereinafter “Grantee”), for public right-of-way purposes only, the real estate situated in Hamilton County, Indiana, and described in Exhibit “A” attached hereto and made a part hereof.

This dedication is made subject to all existing easements and right-of-ways.

This conveyance of real estate is not subject to Indiana gross income tax.

IN WITNESS WHEREOF, Grantor has executed this Dedication as of the 18 day of May, 2026.

GRANTOR:

LTL Hinkle Creek, LLC,  
a Delaware limited liability company

By: Lennar LTL Member, LLC,  
its Managing Member

By: [Signature]

Printed: JOSEPA LANE

Title: Vice President

STATE OF INDIANA )  
 ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Joseph Lane, who acknowledged his authority and the execution of the foregoing Dedication of Public Right-of-Way.

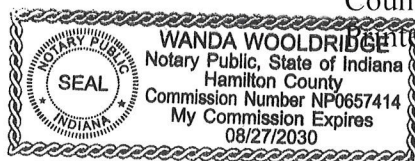
WITNESS my hand and Notarial Seal this 18 day of May, 2026.

My Commission Expires:

8-27-30

Wanda Wooldridge  
NOTARY PUBLIC, A resident of Hamilton  
County, Indiana

Notary Public, State of Indiana  
Hamilton County  
Commission Number NP0657414  
My Commission Expires 08/27/2030



**ACCEPTANCE**

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

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

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

**WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY**

**Voting For**

**Voting Against**

**Abstain**

\_\_\_\_\_  
Scott Willis

\_\_\_\_\_  
Scott Willis

\_\_\_\_\_  
Scott Willis

\_\_\_\_\_  
Chuck Lehman

\_\_\_\_\_  
Chuck Lehman

\_\_\_\_\_  
Chuck Lehman

\_\_\_\_\_  
Nick Barbknecht

\_\_\_\_\_  
Nick Barbknecht

\_\_\_\_\_  
Nick Barbknecht

ATTEST:

\_\_\_\_\_  
Patricia Leuteritz, Public Works Administrator

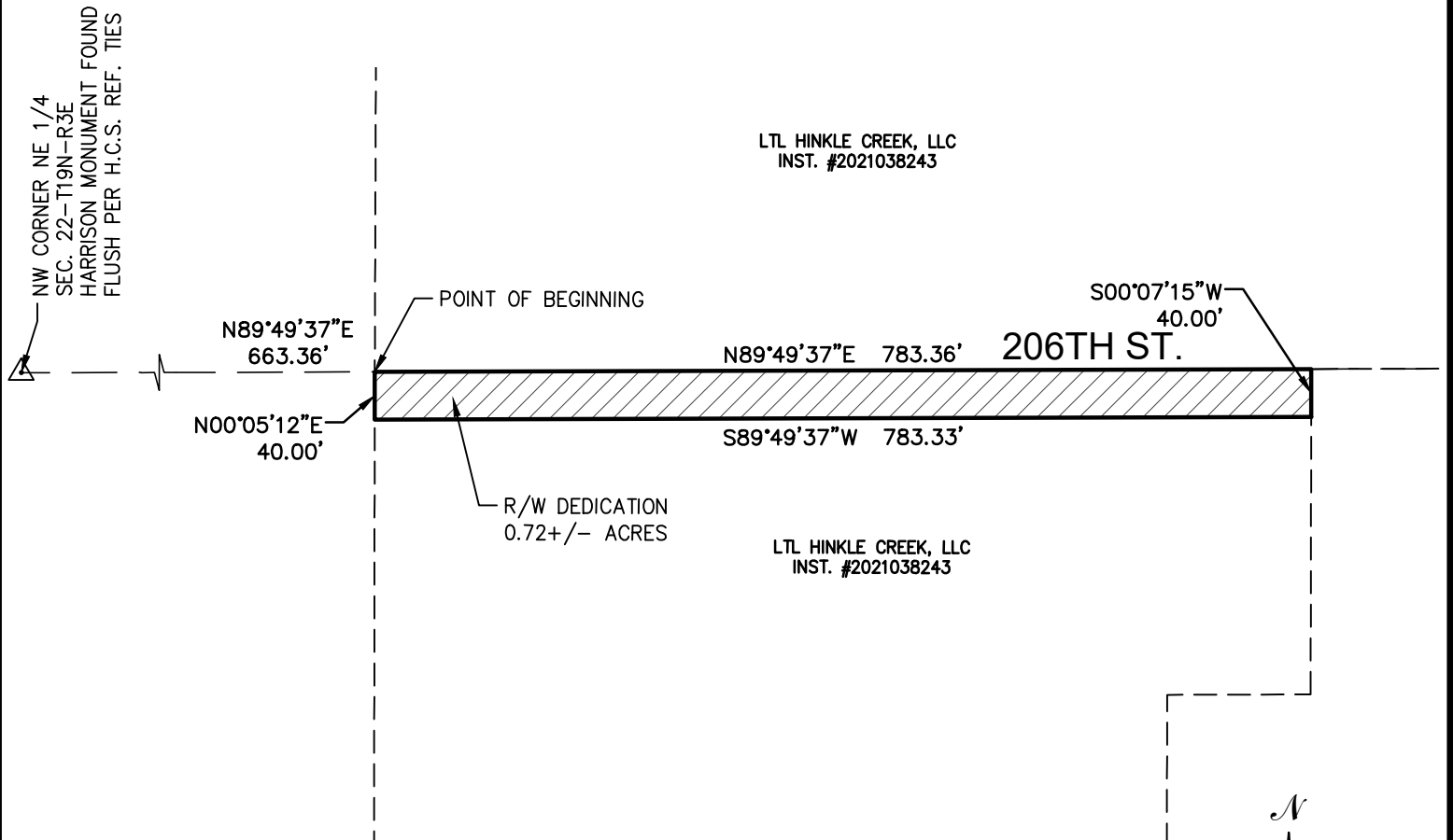
This document prepared by: Lennar LTL Member, LLC, 11555 N. Meridian Street, Suite 400, Carmel, Indiana 46032.

# EXHIBIT A

## R/W DESCRIPTION

PART OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 19 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A HARRISON MONUMENT AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 19 NORTH, RANGE 3 EAST; THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER NORTH 89 DEGREES 49 MINUTES 37 SECONDS EAST 663.36 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING A POINT ON A WEST LINE OF LAND DESCRIBED IN INSTRUMENT NO. 2021038243 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA; THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89 DEGREES 49 MINUTES 37 SECONDS EAST 783.36 FEET TO A POINT ON AN EAST LINE OF SAID INSTRUMENT NO. 2021038243; THENCE ALONG SAID EAST LINE SOUTH 00 DEGREES 07 MINUTES 15 SECONDS WEST 40.00 FEET; THENCE PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION SOUTH 89 DEGREES 49 MINUTES 37 SECONDS WEST 783.33 FEET TO A POINT ON A WEST LINE OF SAID INSTRUMENT NO. 2021038243; THENCE ALONG SAID WEST LINE NORTH 00 DEGREES 05 MINUTES 12 SECONDS EAST 40.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.72 ACRES, MORE OR LESS.

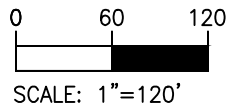


PREPARED BY:



PO BOX 70  
ZIONSVILLE, IN 46077  
(317)344-2822

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



PROJECT NO.: 250140	<b>Kimley»Horn</b>	R/W DEDICATION
DRAWN BY: AM		PROJECT:
DATE: 04/28/2026	500 EAST 96TH STREET, SUITE 300 INDIANAPOLIS, IN 46240	IRONSTONE WESTFIELD, IN

**RESOLUTION NO. 26-134**

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY  
DECLARING CERTAIN PERSONAL PROPERTY TO BE SURPLUS AND  
AUTHORIZING DISPOSAL OR TRANSFER**

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

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

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

Section 1. The above recitals are incorporated by reference.

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

**Thirty (30) Greenvelly 3 Drawer Lateral File Cabinets for  
Legal/Letter/A4/F4 Size (“Property”)**

Section 3. The aforementioned Property is either worthless (as the value of the Property is less than the estimated costs of its sale and transportation) or has an estimated total value of less than five thousand dollars (\$5,000), so the City may demolish or junk the Property, or sell or transfer the Property without advertising, pursuant to Ind. Code § 5-22-22-6 and Ind. Code § 5-22-22-8. The Property shall be disposed of in accordance with the provisions of Ind. Code § 5-22-22 *et seq.*

Section 4. This Resolution is effective upon passage.

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

---

President Nick Barbknecht

---

Mayor Scott A. Willis

---

Nick Snoply

Attest: \_\_\_\_\_

RESOLUTION NO. 26-137

**A RESOLUTION OF THE BOARD OF PUBLIC WORKS AND SAFETY  
DECLARING CERTAIN PERSONAL PROPERTY TO BE SURPLUS AND  
AUTHORIZING DISPOSAL OR TRANSFER**

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

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

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

Section 1. The above recitals are incorporated by reference.

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

**(1) Frigidaire, side by side, refrigerator and freezer combo  
 (“Property”)**

Section 3. The aforementioned Property is either worthless (as the value of the Property is less than the estimated costs of its sale and transportation) or has an estimated total value of less than a thousand dollars (\$1,000), so the City may demolish or junk the Property, or sell or transfer the Property without advertising, pursuant to Ind. Code § 5-22-22-6 and Ind. Code § 5-22-22-8. The Property shall be disposed of in accordance with the provisions of Ind. Code § 5-22-22 *et seq.*

Section 4. This Resolution is effective upon passage.

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

---

President Nick Barbknecht

---

Mayor Scott A. Willis

---

Nick Snoply

Attest: \_\_\_\_\_



May 27, 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:

- Platinum Properties Management Company, LLC, Winterburg, Section 4A, Bond #5889348, \$109,856.00, Erosion Control
- Platinum Properties Management Company, LLC, Winterburg, Section 4B, Bond #5889349, \$22,064.00, Erosion Control
- Pulte Homes of Indiana, LLC, Kimblewick, Section 10, Bond #30272772, \$108,673.68, Erosion Control
- Keystone Construction Corporation, Grand Park Championship Baseball Field Relocation, Bond #SPA150796\_003, \$970,802.80, Storm Sewer, Erosion Control, & ROW Improvements
- BCPL Properties, LLC, Finkelmeier Orthodontics, Bond & Rider #30232436, \$116,630.47, Trail, Erosion Control, & ROW
- AutoZone Stores, LLC, Store #10787, Bond #108383793, \$160,772.00, Storm Sewer & Erosion Control
- Lantern Commons MF, LLC, Lantern Common Multifamily, Bond #CIC1958172, \$190,917.16, Erosion Control
- OE Trillium, LLC, 199<sup>th</sup> & Monon, Bond #SPA150890\_017, \$170,859.65, Erosion Control
- OE Trillium, LLC, 199<sup>th</sup> & Monon, Bond #SPA150890\_016, \$316,832.29, ROW Work

### **Performance Bond Release**

- Platinum Properties Management Company, LLC, Ravinia, Section 1, Bond #5876654, \$53,117.91, Common Area Concrete Walks & Ramps
- Platinum Properties Management Company, LLC, Ravinia, Section 1, Bond #5876655, \$1,104,773.88, Storm Sewer & SSD
- Platinum Properties Management Company, LLC, Ravinia, Section 1, Bond #5769466, \$105,911.83, Erosion Control

- The Skillman Corporation, Westfield Washington Early Childhood Center & Central Administration Building, Bond #30115815, \$193,154.00, Storm Sewer
- The Skillman Corporation, Westfield Washington Early Childhood Center & Central Administration Building, Bond #30115814, \$37,179.00, Erosion Control
- Apollo Developers, Springwater, Bond #SU1172069-0000, \$136,940.01, ROW Paving – Union Street
- Apollo Developers, Springwater, Bond #SU1172072-0000, \$91,476.00, Paths
- Springwater Westfield, Inc., Springwater, Bond #100215206, \$257,939.00, Sidewalk
- Epcon Cielo Ranch, LLC, Courtyards of Cielo Ranch, Section 1, Bond #2362709, \$138,289.80, ROW
- Epcon Cielo Ranch, LLC, Courtyards of Cielo Ranch, Section 1, Bond #2367685, \$536,268.70, Storm Sewers
- Epcon Cielo Ranch, LLC, Courtyards of Cielo Ranch, Section 1, Bond #2367683, \$465,626.48, Road & Street Paving, Curb Installation
- CCD Ackerson, LLC, 171<sup>st</sup> Street Extension, Bond #101516721, \$1,635,437.17, ROW Improvements
- Lennar Homes of Indiana, Inc., Liberty Villas, Section 1, Bond #800055064, \$18,922.20, Construction Entrance, Staging Area
- Lennar Homes of Indiana, Inc., Liberty Villas, Section 1, Bond #800055065, \$41,652.85, Erosion Control
- Lennar Homes of Indiana, Inc., Liberty Villas, Section 1, Bond #800055067, \$105,362.15, ROW Improvements
- Lennar Homes of Indiana, Inc., Liberty Villas, Section 2, Bond #800055066, \$17,447.35, Erosion Control
- Wurster Construction Company, Inc., Riverview Health Medical Office Building, Bond #9469051, \$13,024.00, ROW Curbs, Concrete Pavement, Concrete Walks (ADA Ramps Only)
- CCD Ackerson, Midland Townhomes & Flats, Phase 2, Bond & Rider #100426491, \$15,030.38, Erosion Control
- CCD Ackerson, Midland Townhomes & Flats, Phase 2, Bond & Rider #100426490, \$46,556.73, Sidewalks
- CCD Ackerson, Midland Townhomes & Flats, Phase 2, Bond & Rider #100426489, \$208,188.20, Storm
- CCD Ackerson, Midland Ackerson Blvd. Extension, Bond #5326601, \$182,324.18, Streets/Curbs
- CCD Ackerson, Midland Ackerson Blvd. Extension, Bond #5326602, \$129,026.70, Storm
- CCD Ackerson, Midland Ackerson Blvd. Extension, Bond #5326603, \$21,416.01, Erosion Control
- CCD Ackerson, Midland, Section 3, Bond #101205648, \$826,079.57, Streets/Curbs
- CCD Ackerson, Midland, Section 3, Bond #101205649, \$1,379,725.60, Storm
- CCD Ackerson, Midland, Section 3, Bond #101205650, \$60,346.00, Erosion Control
- CCD Ackerson, Midland, Section 3, Bond #101205651, \$33,660.00, Trail
- CCD Ackerson, Midland, Section 3, Bond #101205652, \$58,610.90, Sidewalks
- CCD Ackerson, Midland, Section 4, Bond & Rider #F288932, \$105,510.30, Streets/Curbs
- CCD Ackerson, Midland, Section 4, Bond & Rider #F288933, \$288,082.30, Storm
- CCD Ackerson, Midland, Section 4, Bond & Rider #F288934, \$20,902.86, Sidewalks
- CCD Ackerson, Midland, Section 4, Bond & Rider #F288935, \$26,961.00, Trail

- CCD Ackerson, Midland, Section 4, Bond & Rider #F288936, \$33,695.09, Erosion Control
- CCD Ackerson, Midland, Section 5, Bond #101454346, \$1,170,061.20, Streets/Curbs
- CCD Ackerson, Midland, Section 5, Bond #101454347, \$1,291,286.70, Storm
- CCD Ackerson, Midland, Section 5, Bond #101454348, \$75,816.35, Sidewalks
- CCD Ackerson, Midland, Section 5, Bond #101454349, \$31,631.60, Trail
- CCD Ackerson, Midland, Section 5, Bond #101454350, \$93,040.48, Erosion Control
- Lantern Commons MF, LLC, Lantern Common Multi Family, Bond #CIC1934726, \$1,284,288.08, Erosion Control, Storm Sewer, ROW Improvements

## Maintenance Bond Acceptance

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

- Karns, Inc., Ravinia, Section 1, Bond #2674829, \$4,828.90, CA Walks & Ramps
- Platinum Properties Management Company, LLC, Ravinia, Section 1, Bond #5889340, \$9,628.35, Erosion Control
- Eagle Valley, Inc., Ravinia, Section 1, Bond #9498512, \$100,433.99, Storm Sewer & SSD
- The Skillman Corporation, Westfield Washington Early Childhood Center & Central Administration Building, Bond #30269286, \$17,559.40, Storm Sewer
- Springwater Westfield, Inc., Springwater, Bond #SU1208197-0000, \$13,694.00, ROW Paving, Union Street
- Springwater Westfield, Inc., Springwater, Bond #SU1208198-0000, \$9,148.00, Paths
- Springwater Westfield, Inc., Springwater, Bond #101754049, \$25,793.90, Sidewalks
- Sitecrete, LLC, Courtyards of Cielo Ranch, Section 1, Bond #30273988, \$4,598.10, Curbs
- Snider Group, Inc., Courtyards of Cielo Ranch, Section 1, Bond #B3327208, \$48,800.00, Storm Sewers
- E&B Paving, LLC, Courtyards of Cielo Ranch, Section 1, Bond #30273002, \$37,731.58, Onsite Streets, Stone & Asphalt
- E&B Paving, LLC, Courtyards of Cielo Ranch, Section 1, Bond #30273001, \$12,571.80, 161<sup>st</sup> Street ROW, Stone & Asphalt
- Wurster Construction Company, Inc., Riverview Health Medical Office Building, Bond #9469051, \$1,184.00, ROW
- CCD Ackerson, LLC, Midland Townhomes & Flats, Phase 2, Bond #101857827, \$18,926.20, Storm
- CCD Ackerson, LLC, Midland Townhomes & Flats, Phase 2, Bond #101857828, \$4,232.43, Sidewalks
- CCD Ackerson, LLC, Midland Townhomes & Flats, Phase 2, Bond #101857829, \$1,366.40, Erosion Control
- CCD Ackerson, LLC, Midland Ackerson Blvd. Extension, Bond #F503279, \$16,574.93, Streets/Curbs
- CCD Ackerson, LLC, Midland Ackerson Blvd. Extension, Bond #F503280, \$11,729.70, Storm

- CCD Ackerson, LLC, Midland Ackerson Blvd. Extension, Bond #F503282, \$1,946.91, Erosion Control
- CCD Ackerson, LLC, Midland, Section 3, Bond #101857822, \$75,098.14, Street/Curbs
- CCD Ackerson, LLC, Midland, Section 3, Bond #101857823, \$125,429.60, Storm
- CCD Ackerson, LLC, Midland, Section 3, Bond #101857824, \$5,328.26, Sidewalks
- CCD Ackerson, LLC, Midland, Section 3, Bond #101857825, \$3,060.00, Trail
- CCD Ackerson, LLC, Midland, Section 3, Bond #101857826, \$5,486.00, Erosion Control
- CCD Ackerson, LLC, Midland, Section 4, Bond #F503274, \$9,591.85, Street/Curbs
- CCD Ackerson, LLC, Midland, Section 4, Bond #F503275, \$26,189.30, Storm
- CCD Ackerson, LLC, Midland, Section 4, Bond #F503276, \$1,900.26, Sidewalks
- CCD Ackerson, LLC, Midland, Section 4, Bond #F503277, \$2,451.00, Trail
- CCD Ackerson, LLC, Midland, Section 4, Bond #F503278, \$3,063.19, Erosion Control
- CCD Ackerson, LLC, Midland, Section 5, Bond #101824533, \$106,369.20, Street/Curbs
- CCD Ackerson, LLC, Midland, Section 5, Bond #101824534, \$117,389.70, Storm
- CCD Ackerson, LLC, Midland, Section 5, Bond #101824535, \$6,892.40, Sidewalks
- CCD Ackerson, LLC, Midland, Section 5, Bond #101824536, \$2,875.60, Trail
- CCD Ackerson, LLC, Midland, Section 5, Bond #101824537, \$8,458.23, Erosion Control
- Lantern Commons MF, LLC, Lantern Common Multifamily, Bond #CIC1958173, \$99,397.36, Storm Sewer & ROW

## Maintenance Bond Release

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

- Valenti-Held Contractor/Developer, Inc., Hawthorne Ridge, Section 1, Bond #30093148, \$34,096.70, Storm Sewer & Off-Site Drainage Improvements
- Midwest Paving, LLC, Hawthorne Ridge, Section 1, Bond #7662709, \$13,584.65, Surface Paving & ROW Improvements
- Sitecrete, LLC, Hawthorne Ridge, Section 1, Bond #30093146, \$8,392.49, Curbs & Common Area Sidewalks
- Pulte Homes of Indiana, LLC, Hawthorne Ridge, Bond #0238970, \$5,849.80, ROW Improvements in the Hawthorne Ridge Subdivision
- Weihe Construction, Inc., Indianapolis Hebrew Congregation – Cemetery Renovation, Bond #30076508, \$2,358.00, Storm Sewer
- Weihe Construction, Inc., Indianapolis Hebrew Congregation – Cemetery Renovation, Bond #30076509, \$657.00, Trail
- Weihe Construction, Inc., Indianapolis Hebrew Congregation – Cemetery Renovation, Bond #30083625, \$4,077.00, Erosion Control
- Gilliatte General Contractors, Inc., Kroger Store J970 – Building Expansion, Bond #106824784, \$2,828.80, Erosion Control
- Gilliatte General Contractors, Inc., Kroger Store J970 – Building Expansion, Bond #106824783, \$5,553.53, Storm Sewers
- Langston Residential Development, LLC, Lakes at Shady Nook, Section 2B, Bond #1153302, \$13,034.00, Streets/Curbs, Storm Sewer, Sidewalks, & Erosion Control

- Delello & Sons Asphalt Pavng, Inc., Lakes at Shady Nook, Section 2C, Bond #7664019, \$4,023.80, Pathway
- Delello & Sons Asphalt Pavng, Inc., Lakes at Shady Nook, Section 2C, Bond #7664020 \$6018.09, R/W Improvements
- Delello & Sons Asphalt Pavng, Inc., Lakes at Shady Nook, Section 2C, Bond #7664018, \$10,537.00, Streets
- Sitecrete, LLC, Lakes at Shady Nook, Section 2C, Bond #30103697, \$3,026.50, Curbs & Common Area Sidewalks
- Langston Residential Development, LLC, Lakes at Shady Nook, Section 2C, Bond #LICX1196020, \$13,841.00, Storm Sewers & SSD
- Langston Residential Development, LLC, Lakes at Shady Nook, Section 2C, Bond #LICX1196019, \$8,473.00, Erosion Control
- Platinum Properties Management Company, LLC, Maple Knoll, Section 8, Bond #2982022, \$3,081.80, Erosion Control
- E&B Paving, Inc., Maple Knoll, Section 8, Bond #929644377, \$11,512.70, Onsite Stone Base, Asphalt Binder, & Asphalt Surface
- Karns, Inc., Maple Knoll, Section 8, Bond #BMID098261, \$3,037.00, Concrete Curb, Eyebrow, & Sidewalk
- Platinum Properties Management Company, LLC, Maple Knoll, Section 9, Bond #2982023, \$2,797.40, Erosion Control
- E&B Paving, Inc., Maple Knoll, Section 9, Bond #929644378, \$7,952.90, Onsite Stone Base, Asphalt Binder, & Asphalt Surface
- Karns, Inc., Maple Knoll, Section 9, Bond #BMID098322, \$5,688.30, Concrete Curb & Eyebrows
- Platinum Properties Management Company, LLC, Maple Village (Sonoma), Section 10, Bond #2982024, \$2,631.70, Erosion Control
- Weihe Construction, Inc., Maple Village (Sonoma), Section 10, Bond #929644370, \$2,626,70, Concrete Curb & C.A. Walk
- Baumgartner & Company, Inc., Maple Village (Sonoma), Section 10, Bond #B1233539, \$8,374.00, Stone Base, Binder, & Surface



Westfield Fire Department

# Monthly Operational Dashboard

April 2026

**Prepared For:** Command Staff And Executive Review

**Format:** HTML Dashboard With PDF-Ready Presentation Layout

# Executive Snapshot

High-level demand indicators for the current report month.

INCIDENT DEMAND

**482**

Fire 126 • EMS 352

FALSE ALARMS

**64**

13.3% Of Total Incidents

BUSIEST RESOURCES

**Station 81 Engine 381**

Station 152 Apparatus 140

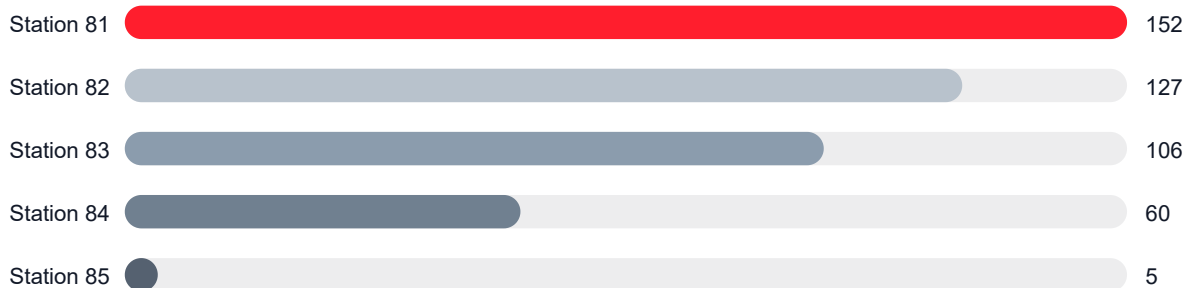
FASTEST TURNOUT

**Medic 382**

**63 Seconds** Goal Under 80 Seconds

## Station Call Volume

Horizontal Ranking By Incident Count

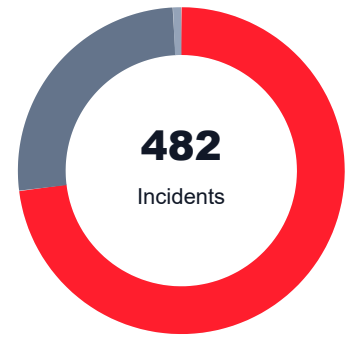


Station 81 handled the highest station volume with 152 incidents. That is 25 more than the next highest station.

## Fire Vs EMS

EMS = Medical + Public Service Citizen Assist. All Remaining Grouped Types Count As Fire.

● EMS	- 352
73.0%	
● Fire	- 126
26.1%	
● Other	- 4
0.8%	



EMS activity accounted for 73.0% of incident demand this month, while fire incidents represented 26.1% and the remaining 0.8% fell into an other category.

TOTAL APPARATUS  
RESPONSES

**1091**

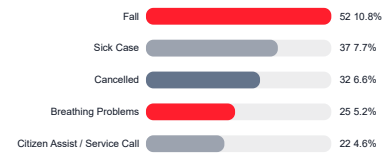
AVERAGE INCIDENTS PER  
DAY

**16.1**

482 incidents across 30  
calendar days

### Top 5 Incident Subtypes

Highest-Volume Detailed Subtypes From The  
Current Master CSV



Total incidents reflect dispatch count. Station and apparatus totals can run lower when assignment data is missing in the source.

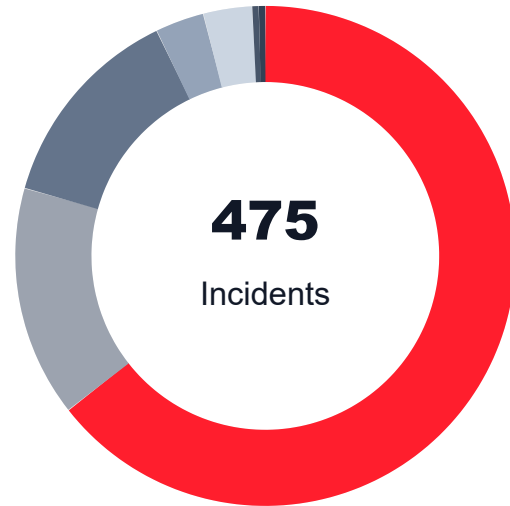
# Incident Profile

Grouped categories and the top detailed incident subtypes.

## Incident Groups

Executive Remap Of Source Categories

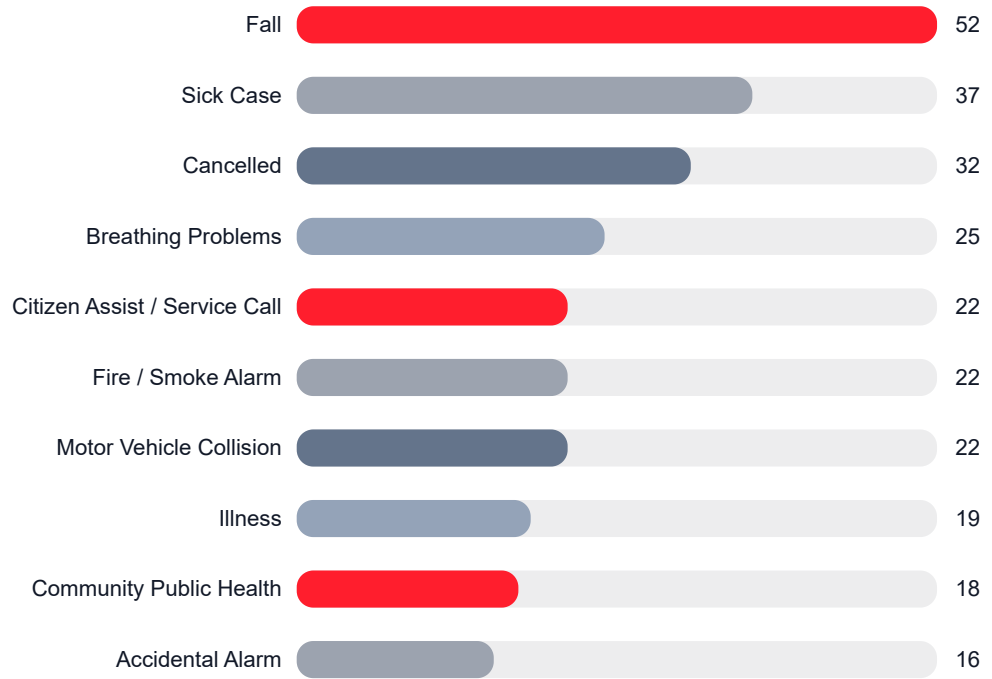
● Medical	- 306 64.4%
● No Emergency	- 71 14.9%
● Public Service	- 64 13.5%
● Hazards	- 15 3.2%
● Fire	- 15 3.2%
● Law Support	- 2 0.4%
● Rescue	- 2 0.4%



Medical was the largest grouped category with 306 incidents, representing 63.5% of total dispatch volume.

## Top Incident Subtypes

Highest-Volume Detailed Subtypes From The Current Master CSV



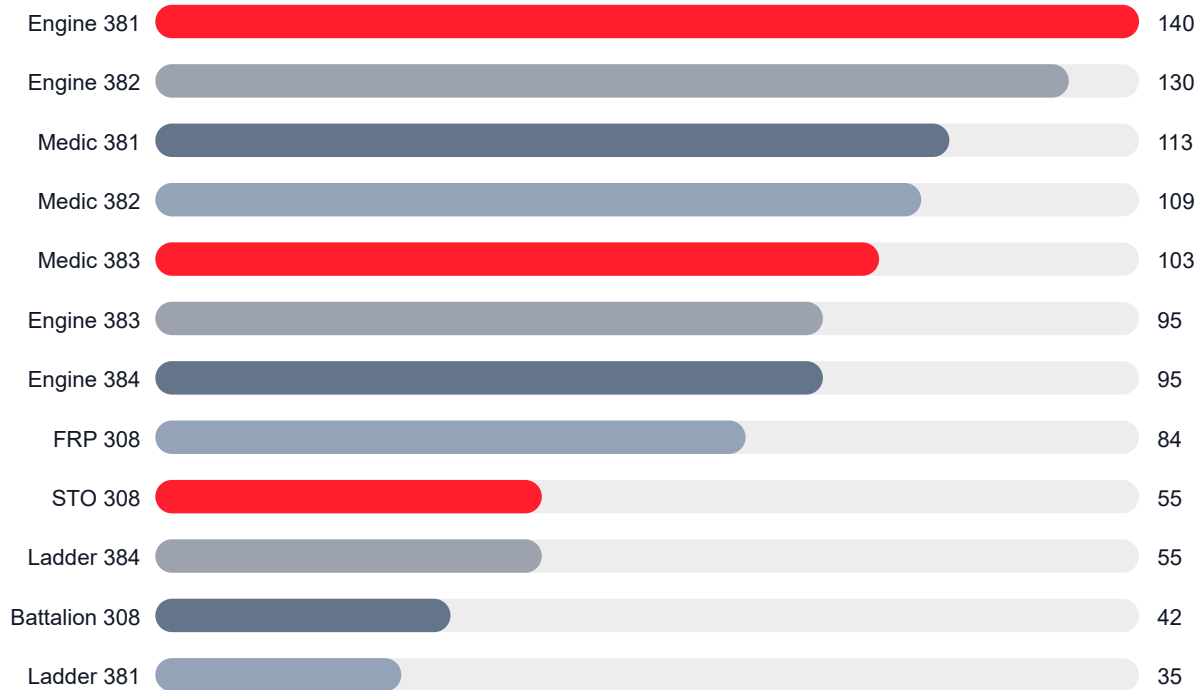
Fall was the single highest-volume detailed subtype at 52 incidents.

# Apparatus Utilization

Filtered To Engines, Ladders, Medics, Battalion, STO, Boat, TAC, And FRP.

## Combined Apparatus Runs

Ranked By Incident Count From The Master CSV



Engine 381 was the busiest included apparatus at 140 incidents, leading the next highest unit by 10 calls.

# Fire Zone Distribution

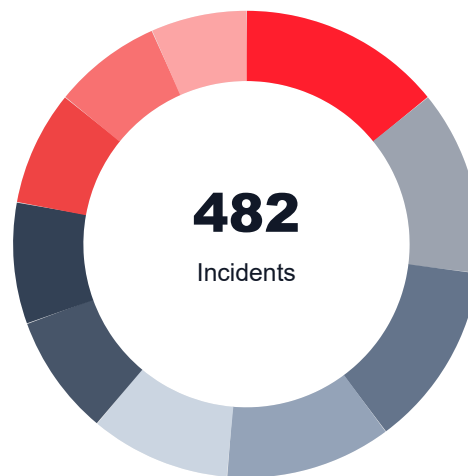
Top 10 Fire Zones In Chart Form With The Complete Ranked List Below.

## Top 10 Fire Zones

Top 10 Fire Zones Ranked By Incident Count

(NULL) / Unassigned Or Outside Area: 45 Incidents Included In The Full Total And Listed In The Table

● 82O	- 32
14.2%	
● 81C	- 29
12.8%	
● 81P	- 29
12.8%	
● 81B	- 26
11.5%	
● 82P	- 22
9.7%	
● 83J	- 19
8.4%	
● 85G	- 19
8.4%	
● 84T	- 18
8.0%	
● 82N	- 17
7.5%	
● 81V	- 15
6.6%	



Show Full Fire Zone Table

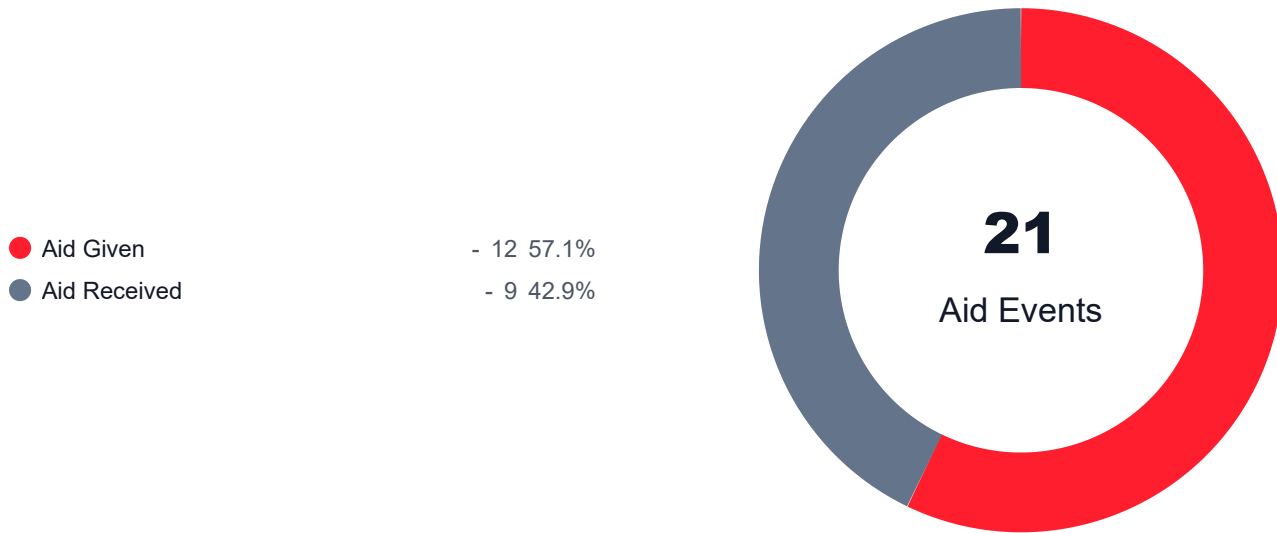
82O was the highest-volume fire zone in the current monthly export with 32 incidents.

# Mutual Aid

Given Vs Received Support Across Reported Aid Categories.

## Mutual Aid By Direction

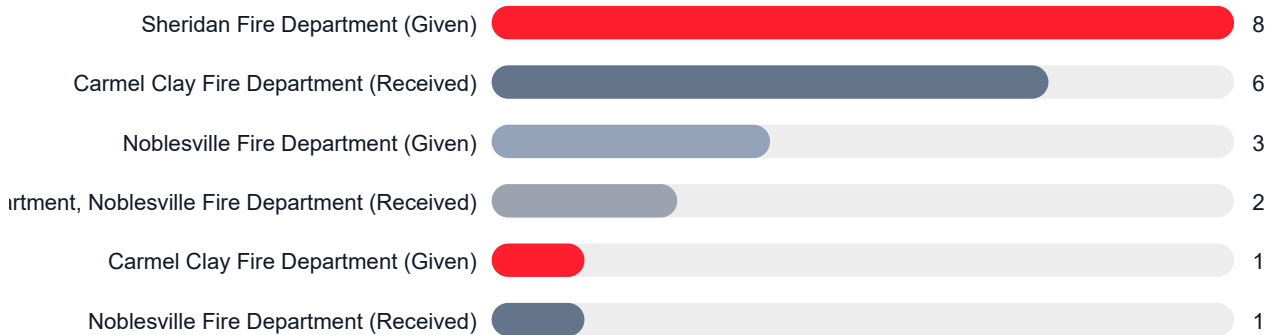
Aggregated From The Monthly Export



Mutual aid was provided 12 times and received 9 times, indicating net outbound support this month.

## Mutual Aid Detail By Department

Horizontal Ranking By Department Or Agency Name And Direction



Sheridan Fire Department (Given) was the highest-volume mutual aid department or agency entry at 8 incidents.

## Mutual Aid Fire Vs EMS

Mutual Aid Incidents Split By Fire Vs EMS Using The Existing Dashboard Logic And Broken Out By Given Vs Received

● Given ● Received



Fire represented the largest mutual aid workload category at 13 incidents, with 6 given and 7 received.

## Mutual Aid Tables

All Mutual Aid Tables Retained Below For Reference

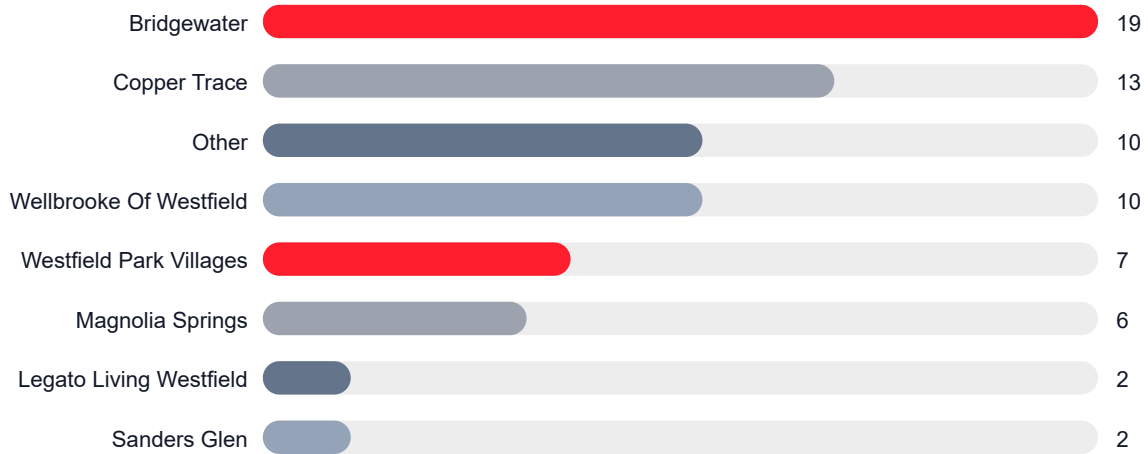
[Show Mutual Aid Tables](#)

# Care Facility Activity

Incident volume across selected Westfield care facilities compared to total department incidents.

## Care Facility Incident Volume

Included Facilities With One Or More Incidents In The Current Master CSV



Bridgewater generated the highest care facility call volume with 19 incidents in the current monthly export.

## Care Facilities Vs Department Total

Selected Care Facility Incidents Compared To Total Department Incidents

● Care Facilities 69 (14.3%) ● All Other Department Incidents 413 (85.7%)



Selected care facilities accounted for 69 incidents, equal to 14.3% of total department dispatch volume.

## Top 5 Care Facility Primary Incident Types

Filtered By Normalized Address Match To The Care Facility Reference List



Fall was the highest-volume primary incident type across the selected care facility addresses at 13 incidents.

## Care Facility Reference List

Complete Facility List For Reference, Including Locations With Zero Incidents In The Current Master CSV

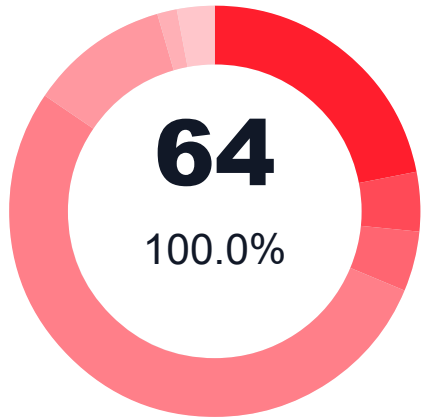
[Show Care Facility Reference List](#)

# False Alarms

Board-Focused View Of Non-Medical Alarm Activity By Approved Location Use Type Groups.

## False Alarm Occupancy Share

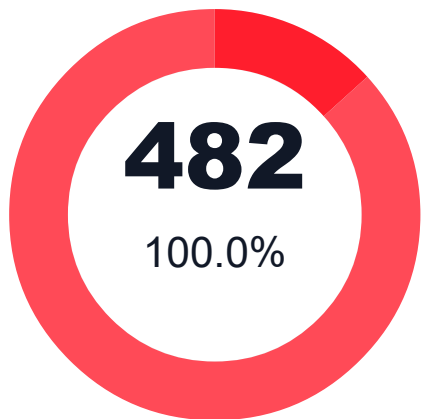
Approved Location Use Type Groups With Count And Percent Of Total False Alarms



Commercial	14	21.9%
Education	3	4.7%
Health Care	3	4.7%
Residential	34	53.1%
Roadway/Access	7	10.9%
Storage	1	1.6%
Unclassified	2	3.1%

## False Alarms Vs Total Incidents

False Alarms Compared To Total Department Incident Volume



False Alarms	64	13.3%
All Other Incidents	418	86.7%

## False Alarm Occupancy Detail

Only Approved Location Use Type groups with data are displayed. Records that do not match another approved group are included in Unclassified.

Any false alarm record that does not match an approved display group is rolled into Unclassified.

## Commercial

Top False Alarm Incident Types Within Commercial



## Education

Top False Alarm Incident Types Within Education



## Health Care

Top False Alarm Incident Types Within Health Care



## Residential

Top False Alarm Incident Types Within Residential



## Roadway/Access

Top False Alarm Incident Types Within Roadway/Access



## Storage

Top False Alarm Incident Types Within Storage

No Emergency - Cancelled  1

## Unclassified

Top False Alarm Incident Types Within Unclassified

No Emergency - False Alarm - Accidental Alarm  1

No Emergency - Cancelled  1

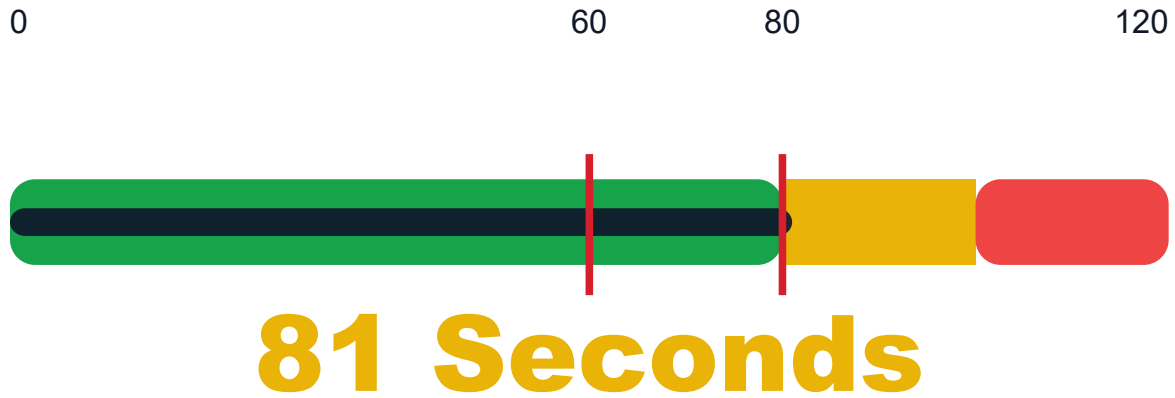
Residential recorded the highest false alarm volume with 34 incidents, while false alarms represented 13.3% of total department incidents. Each bar chart shows the leading false alarm incident types within that occupancy group.

# Turnout Times

Department Average Turnout Performance With Apparatus Detail From The Master CSV.

## Department Average Turnout

Green 0-80 • Yellow 81-100 • Red 101+ • Target Zone 60-80 Seconds



The department average turnout of 81 Seconds is 1 seconds above the 80-second goal.

## Fastest Average Turnout

Included Apparatus Across A, B, And C Shifts

FASTEST AVERAGE TURNOUT

**Medic 382**

**63 Seconds**

Target Zone: 60-80 Seconds

99 Runs Included

## A Shift

Average Turnout Across Included Apparatus

0

60

80

120



**82 Seconds**

300 Runs Included

2s Over Goal

Show A Shift Apparatus Detail

### B Shift

Average Turnout Across Included Apparatus

0

60

80

120



**83 Seconds**

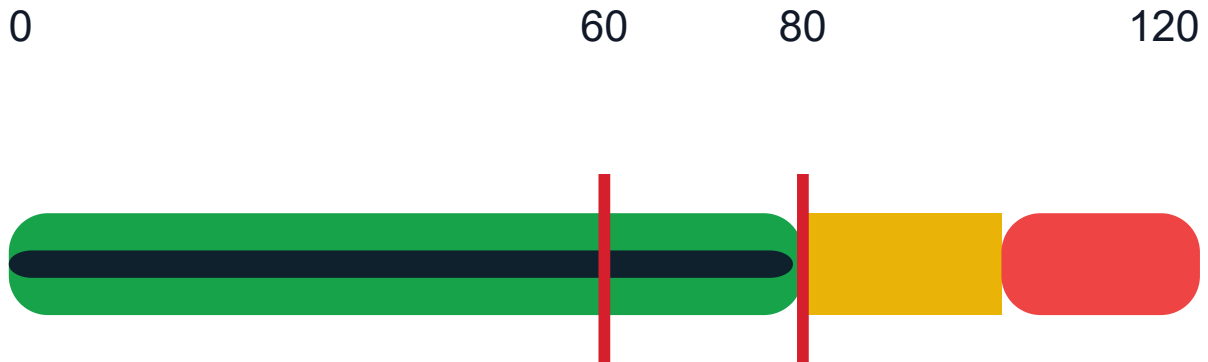
311 Runs Included

3s Over Goal

Show B Shift Apparatus Detail

### C Shift

## Average Turnout Across Included Apparatus



# 79 Seconds

329 Runs Included

1s Under Goal

[Show C Shift Apparatus Detail](#)

## Apparatus Average Turnout Times

Included Apparatus Sorted From Fastest To Slowest Average Turnout Across A, B, And C Shifts

[Show Apparatus Average Turnout Table](#)



Board of Public Works & Safety  
April 2026

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# WESTFIELD POLICE DEPARTMENT

April 2026

## Events by Nature

Incident Type	Count
<b>911 Hang Up</b>	<b>27</b>
Abandoned Vehicle	11
<b>Abandonment</b>	<b>1</b>
Abuse / Neglect	2
<b>Accident - Hit &amp; Run PD</b>	<b>16</b>
Accident - Hit & Run PI	0
<b>Accident - Other</b>	<b>1</b>
Accident - Property Damage	78
<b>Accident - Personal Injury</b>	<b>16</b>
Accident - Sinking Vehicle	0
<b>Accident - Unknown</b>	<b>7</b>
Accelerator Stuck	0
<b>Active Assailant</b>	<b>0</b>
Alarm - Other	0
<b>Alarm - Vehicle</b>	<b>1</b>
Alarm - Burglar	118
<b>Alarm - Hold Up</b>	<b>7</b>
Animal Bite / Attack	5
<b>Animal Complaint</b>	<b>52</b>
Assist Fire	63
<b>Assist Other Department</b>	<b>19</b>
Assist Public	68
<b>Battery</b>	<b>4</b>
Bike Patrol	6
<b>Bomb Device Found</b>	<b>0</b>
Bomb Threat	1
<b>Burglary</b>	<b>5</b>
Carjacking	0
<b>Case Follow Up</b>	<b>179</b>
Child Seat Inspection	12
<b>Civil Dispute</b>	<b>24</b>
Criminal Mischief	19
<b>Damage to Property</b>	<b>0</b>
Death Investigation	0
<b>Directed Patrol</b>	<b>454</b>
Disturbance	28
<b>Domestic</b>	<b>0</b>
Driving Complaint	358
<b>Drug Complaint</b>	<b>4</b>
Drug Lab	0
<b>Escort</b>	<b>0</b>
Fail to Return Comm Corrections	0
<b>Fight</b>	<b>0</b>
Firearms Shots Fired	1
<b>Foot Patrols</b>	<b>580</b>
Found / Lost Property	20
<b>Found Person</b>	<b>4</b>

# WESTFIELD POLICE DEPARTMENT

April 2026

## Events by Nature

Incident Type	Count
Fraud Prescription	0
<b>Fraud / Deception</b>	<b>31</b>
Harassment	17
<b>Intoxicated Person</b>	<b>2</b>
Investigation	19
<b>Investigative Stop</b>	<b>1</b>
Juvenile Complaint	15
<b>K9 Detail</b>	<b>28</b>
Kidnapping	0
<b>Lock Out</b>	<b>30</b>
Loud Party	1
<b>Mental Emotional - Violent</b>	<b>10</b>
Mental Emotial/Suicide Attempt	0
<b>Mental Person</b>	<b>14</b>
Miscellaneous	7
<b>Missing Person</b>	<b>2</b>
Missing Person - PLS	0
<b>New Call</b>	<b>2</b>
Nuisance	18
<b>Ordinance Misc.</b>	<b>29</b>
Parking Complaint	40
<b>Physical Disturbance</b>	<b>23</b>
Product Contamination	0
<b>Reckless Activity</b>	<b>2</b>
Road Rage	14
<b>Robbery</b>	<b>0</b>
Runaway	2
<b>School Patrol</b>	<b>15</b>
Security Check	361
<b>Sex Offense</b>	<b>6</b>
Shooting	0
<b>Solicitor</b>	<b>8</b>
Special Detail	1
<b>Stabbing</b>	<b>0</b>
Suicide	0
<b>Suspicious Activity</b>	<b>126</b>
Suspicious Package	0
<b>Suspicious Person</b>	<b>0</b>
Test	0
<b>Theft</b>	<b>33</b>
Theft - From a Vehicle	5
<b>Theft - of a Vehicle</b>	<b>3</b>
Theft Shoplifter	0
<b>Threat to Life</b>	<b>12</b>
Threatening Suicide	10
<b>Tow Release</b>	<b>0</b>

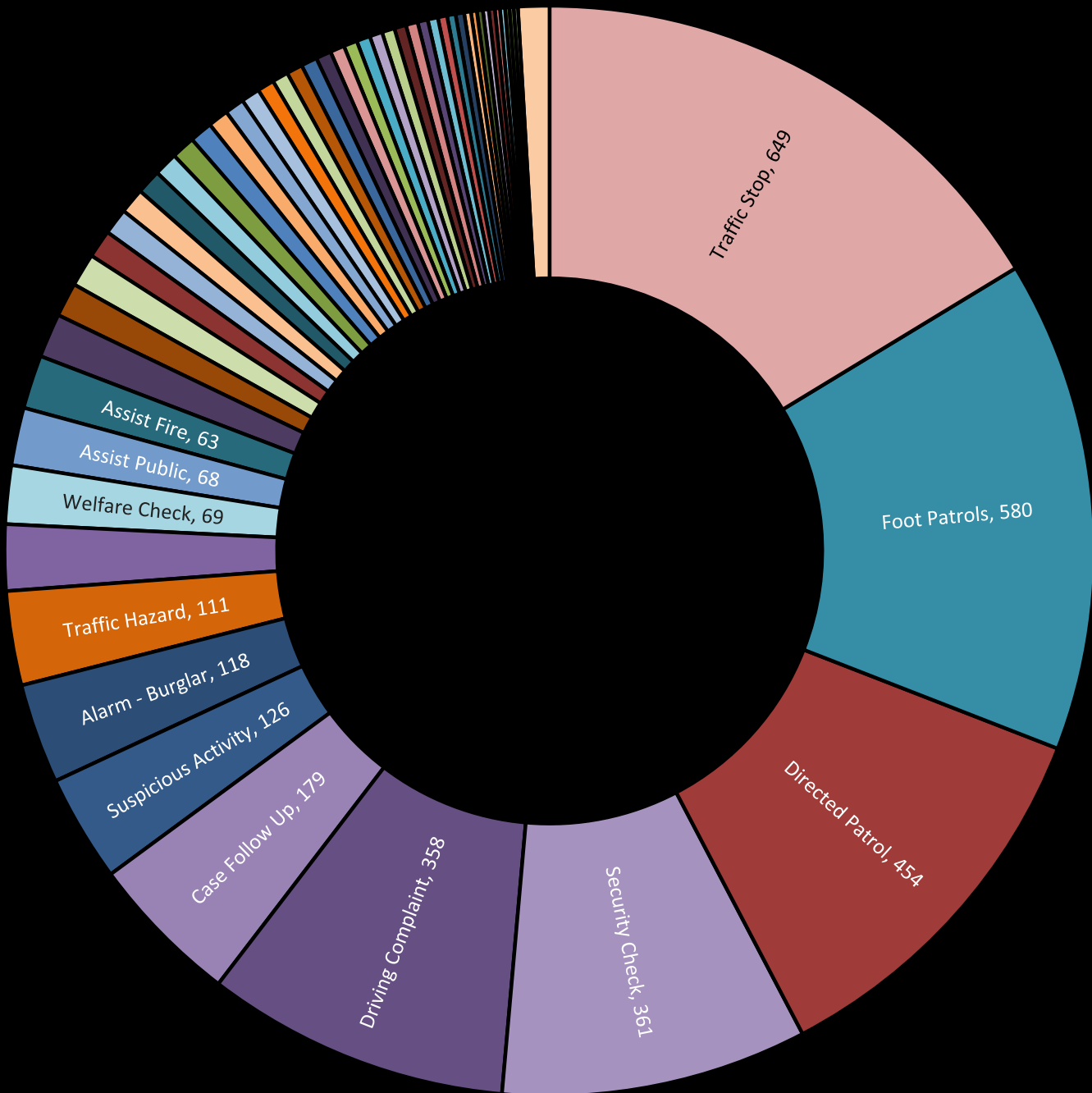
# WESTFIELD POLICE DEPARTMENT

April 2026

## Events by Nature

<b>Incident Type</b>	<b>Count</b>
Traffic Hazard	111
<b>Transport</b>	<b>1</b>
Trespassing	22
<b>Traffic Stop</b>	<b>649</b>
Unknown Call for Police	1
<b>VIN Check</b>	<b>39</b>
Wanted	0
<b>Warrant Service</b>	<b>7</b>
Weapons Complaint	0
<b>Welfare Check</b>	<b>69</b>
<b>Total Activity</b>	<b>3977</b>

# Monthly Events by Incident Type April 2026

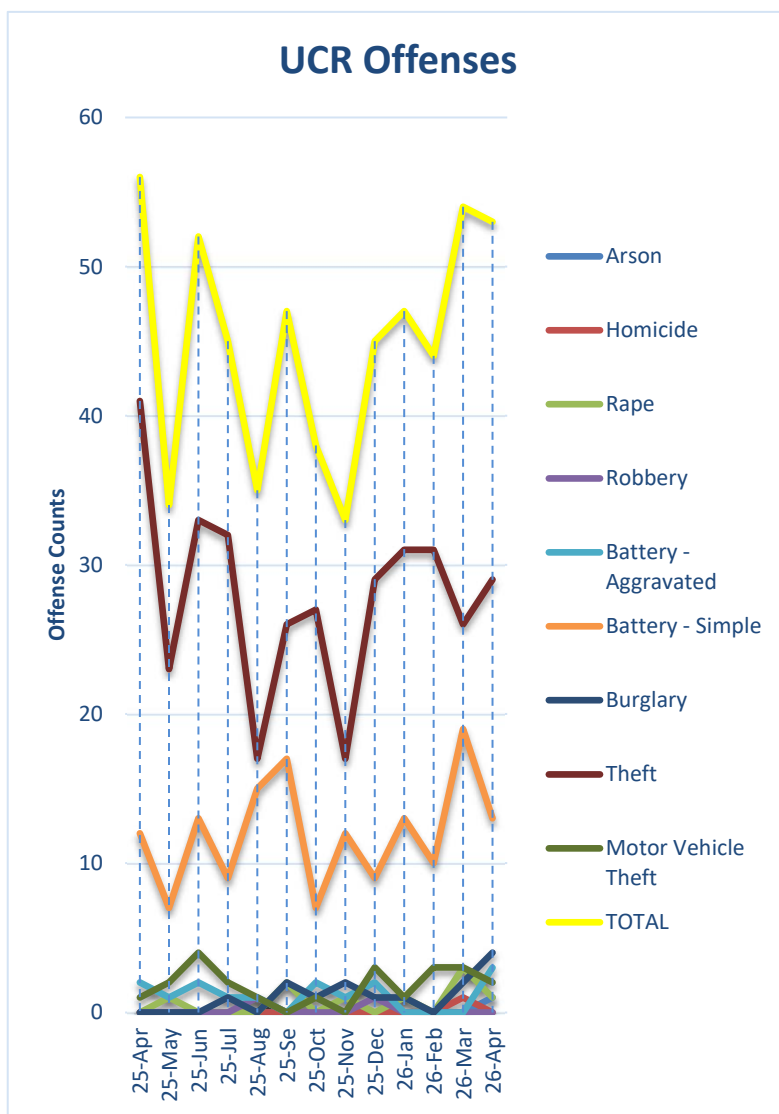


# WESTFIELD POLICE DEPARTMENT

## April 2026

### UCR OFFENSES

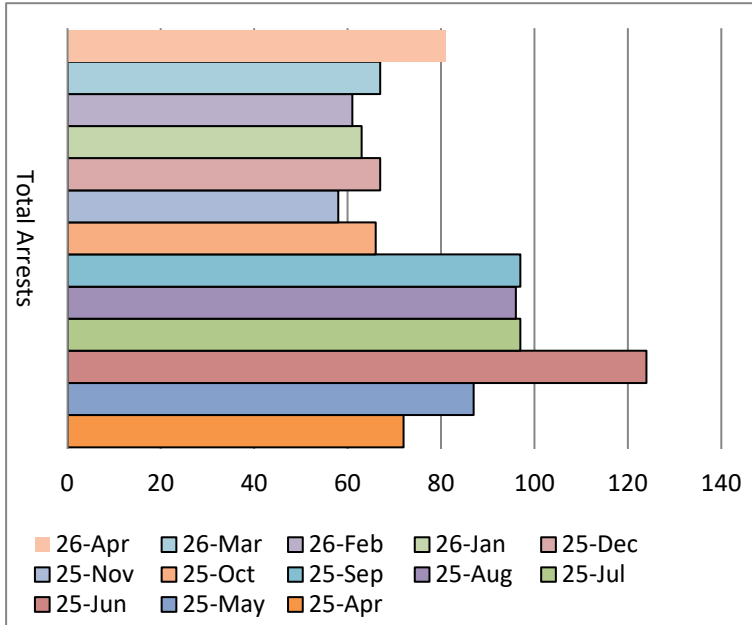
OFFENSE	25-Apr	25-Ma	25-Jun	25-Jul	25-Aug	25-Se	25-Oct	25-No	25-De	26-Jan	26-Feb	26-Ma	26-Apr
Arson	0	0	0	0	0	0	0	0	0	0	0	0	1
Homicide	0	0	0	0	0	0	0	0	0	0	0	1	0
Rape	0	1	0	0	0	2	0	1	0	1	0	3	1
Robbery	0	0	0	0	1	0	0	0	1	0	0	0	0
Battery - Aggravated	2	1	2	1	1	0	2	1	2	0	0	0	3
Battery - Simple	12	7	13	9	15	17	7	12	9	13	10	19	13
Burglary	0	0	0	1	0	2	1	2	1	1	0	2	4
Theft	41	23	33	32	17	26	27	17	29	31	31	26	29
Motor Vehicle Theft	1	2	4	2	1	0	1	0	3	1	3	3	2
<b>TOTAL</b>	<b>56</b>	<b>34</b>	<b>52</b>	<b>45</b>	<b>35</b>	<b>47</b>	<b>38</b>	<b>33</b>	<b>45</b>	<b>47</b>	<b>44</b>	<b>54</b>	<b>53</b>



# WESTFIELD POLICE DEPARTMENT

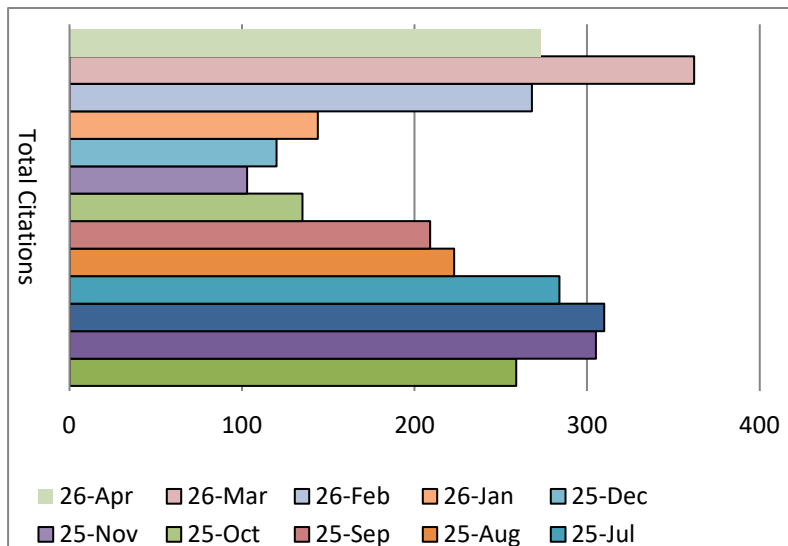
## April 2026

Arrest Reports Taken	25-Apr	25-May	25-Jun	25-Jul	25-Aug	25-Sep	25-Oct	25-Nov	25-Dec	26-Jan	26-Feb	26-Mar	26-Apr
Alcohol/ Drug Related	19	22	19	9	28	27	13	11	13	18	9	9	17
Felony Charges	26	39	55	50	53	43	31	21	13	9	17	47	48
Misdemeanor Charges	74	104	130	107	111	116	76	62	65	73	66	62	88
<b>Total Arrests</b>	<b>72</b>	<b>87</b>	<b>124</b>	<b>97</b>	<b>96</b>	<b>97</b>	<b>66</b>	<b>58</b>	<b>67</b>	<b>63</b>	<b>61</b>	<b>67</b>	<b>81</b>



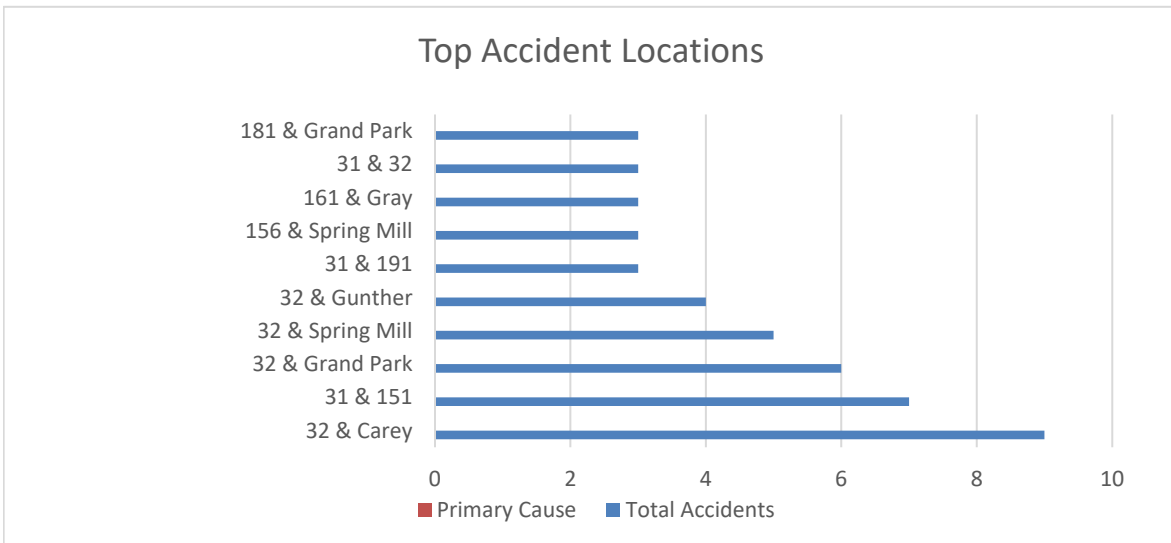
Traffic	25-Apr	25-May	25-Jun	25-Jul	25-Aug	25-Sep	25-Oct	25-Nov	25-Dec	26-Jan	26-Feb	26-Mar	26-Apr
<b>Total Citations</b>	<b>259</b>	<b>305</b>	<b>310</b>	<b>284</b>	<b>223</b>	<b>209</b>	<b>135</b>	<b>103</b>	<b>120</b>	<b>144</b>	<b>268</b>	<b>362</b>	<b>273</b>
<b>Total Written Warning:</b>	<b>667</b>	<b>602</b>	<b>648</b>	<b>532</b>	<b>532</b>	<b>466</b>	<b>350</b>	<b>353</b>	<b>208</b>	<b>386</b>	<b>509</b>	<b>473</b>	<b>476</b>
<b>Total Traffic Accidents</b>	<b>81</b>	<b>77</b>	<b>66</b>	<b>71</b>	<b>87</b>	<b>84</b>	<b>77</b>	<b>83</b>	<b>116</b>	<b>84</b>	<b>67</b>	<b>71</b>	<b>64</b>
Property Damage	67	63	57	62	73	69	65	75	104	76	57	61	52
Personal Injury	13	14	9	9	14	14	11	8	12	8	10	9	12
Fatality	1	0	0	0	0	1	1	0	0	0	0	1	0
Hit and Run*	13	10	9	6	6	11	7	7	14	11	11	10	9

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



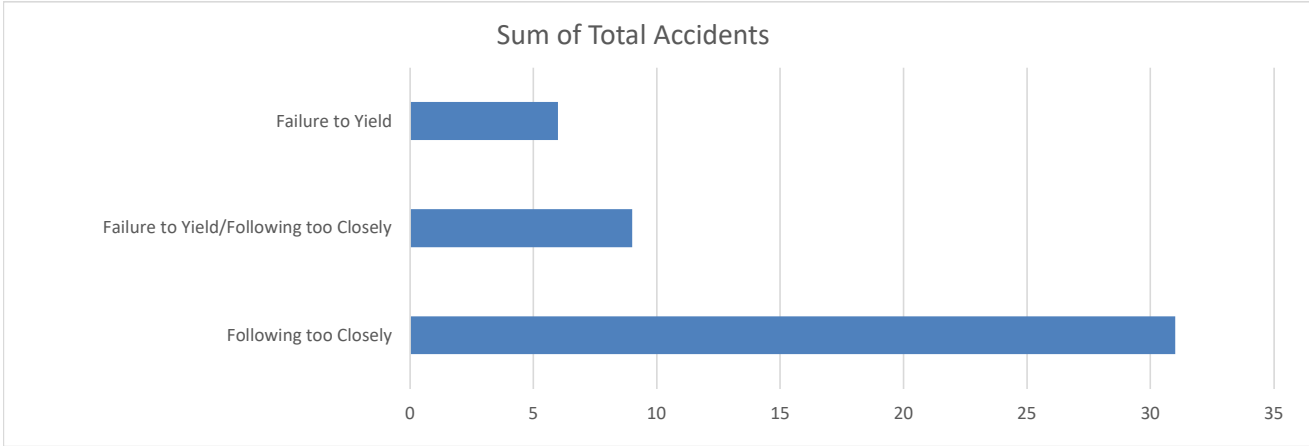
## Top Accident Locations

Accident Location	Total Accidents	Primary Cause
32 & Carey	9	Following too Closely
31 & 151	7	Following too Closely
32 & Grand Park	6	Failure to Yield/Following too Closely
32 & Spring Mill	5	Following too Closely
32 & Gunther	4	Following too Closely
31 & 191	3	Following too Closely
156 & Spring Mill	3	Failure to Yield
161 & Gray	3	Failure to Yield/Following too Closely
31 & 32	3	Following too Closely
181 & Grand Park	3	Failure to Yield



**Total Accidents by Primary Cause,  
based on Top Accident Locations**

<b>Primary Cause</b>	<b>Sum of Total Accidents</b>
<b>Following too Closely</b>	<b>31</b>
<b>Failure to Yield/Following too Closely</b>	<b>9</b>
<b>Failure to Yield</b>	<b>6</b>



# Community Events

- 4/13/26 Coffee with a Cop
- 4/15/26 Westfield Collective PR Event
- 4/25/26 Drug Take Back Day at Ella Pharmacy
- 4/28/26 Day of Service for City Employees

