



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda_03_25_2020

Wednesday, March 25, 2020 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, March 25, 2020 at 01:00 PM

MEETING PLACE: Westfield Public Works- Large Conference Room

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

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Action Item #1

Approval of Minutes from February 26, 2020

Documents: [February 26, 2020 Minutes](#)

Contracts/Agreements

Action Item #2:

Midwest Paving & City of Westfield – Paving of Midland Trace Trail – Proposal

Documents: [Midwest Paving Proposal](#)

Action Item #3:

White Construction & City of Westfield – Wheeler Road Improvements at State Road 32 – Goods & Services Contract

Documents: [White Construction-Goods & Services Contract](#)

Permit Approval

Action Item #4:

Encroachment Permit 2020-165: Duke Energy – 206th Street, Cox Avenue, Tomlinson Road

Documents: [2020 165 Permit](#) | [2020-165 Application](#) | [2020-165 Attachments](#)

Action Item #5:

Encroachment Permit 2020-166: Duke Energy - 156th Street

Documents: [2020-166 Application](#) | [2020-166 Attachments](#) | [2020-166 Permit](#)

Action Item #t6:

Encroachment Application - Boone County REMC - 15410 Shelbourne Road

Documents: [Boone Cty REMC Application](#) | [Encroachment Attachment](#)

Agreements and/or Memorandum of Understanding (MOU)

NONE

Bid Approval

NONE

Construction Standards & Specifications Changes

NONE

Change Orders

NONE

Consent Agenda

March Bond Information

Documents: [March Bond Information](#)

Department Reports

Fire

Police

Documents: [WPD - February Report](#)

Public Works

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY February 26, 2020

The Westfield Board of Public Works and Safety met on February 26, 2020 at the Westfield Public Works Conference Room. Present were Randy Graham, Jim Ake, Kim Strang Records Manager, and Brian Zaiger Legal Counsel.

Randy Graham called the meeting to order at 1:06 PM

AGENDA ITEMS:

Action Item #1: Meeting Minutes Consideration for Approval:

Randy Graham made the motion to approve the January 22, 2020 meeting minutes as presented. Jim Ake seconded. Vote: Yes-2; No-0. Motion carried.

CONTRACTS/AGREEMENTS

Action Item #2: Camilla Court Parking Lot Project-Signing Authority

Jeremy Lollar presented stating this would give him the signing authority, once the contract is received, for the Asa Bales South parking lot to be improved due to the increase in traffic. The contract would be for a not to exceed amount of \$89,475.85 and work to be performed by Globe Asphalt Paving.

Randy Graham made the motion to approve giving the signing authority to Jeremy Lollar. Jim Ake seconded. Vote: Yes-2; No-0. Motion carried.

Action Item #3: Wheeler & Tournament Trail Traffic Impact Study Supplemental

Johnathon Nail presented stating that INDOT has requested a traffic study be performed before future work starts in this area. A & F Engineering will perform the study for a not to exceed amount of \$9,370.00.

Jim Ake made the motion to approve the traffic study. Randy Graham seconded. Vote: Yes-2; No-0. Motion carried.

Action Item #4: Encroachment Application-Duke Energy-156th Street

Adam Essex presented stating Duke is requesting to remove and install new power poles to upgrade wire due to the population growth. The request does not allow all work to be done underground. To follow the underground utility resolution, Duke would have to purchase required easements from the property owners. Duke does not wish to do this because of the cost involved.

Randy Graham made the motion to deny the encroachment application. Jim Ake seconded. Vote: Yes-2; No-0. Motion carried.

Action Item #5: Encroachment Application-Duke-1763 W. Hoover Street

Adam Essex presented stating Duke is requesting to install one new pole due to circuit load demands, in turn they will remove approx. 15 to 17 poles surrounding the intersection of 181st Street and Wheeler Rd. (approx. ¼ to ½ mile west).

Jim Ake made the motion to approve the encroachment application.
Randy Graham seconded. Vote: Yes-2; No-0. Motion carried.

Action Item #6: Encroachment Application-Duke Energy-141st Street & Ditch Rd.

Adam Essex presented stating Duke purposes to install one new pole on the east side of Ditch Rd. The pole will allow underground services extending west toward CVS and Harmony Hart Apartments.

Jim Ake made the motion to approve the encroachment application.
Randy Graham seconded. Vote: Yes-2- No-0. Motion carried.

Action Item #7: Encroachment Application-Duke Energy-206th Street, Cox Ave. Tomlinson Rd

Adam Essex presented stating Duke is working on capacity upgrades and will be constructing two new substations which will help extend three-phase power to the Hortonville, Chatham Hills, and Grand Park areas. Duke has proposed the installation of multiple new poles, 35 of which are within Westfield jurisdiction. These are not in line with the future right-of-way per the thoroughfare plan, nor are the facilities being placed underground.

Randy Graham made the motion to deny the encroachment application.
Jim Ake seconded. Vote: Yes-2- No-0. Motion carried

CONSENT AGENDA:

February Bond Information

Approval to hire- Police Department (Qaiumuzzaman Khan)

Randy Graham made the motion to approve the consent agenda. Jim Ake seconded.
Vote: Yes-2; No-0. Motion carried.

DEPARTMENT REPORTS:

Fire- Chief Reed

Police-Chief Rush

Public Works- Jeremy Lollar

With no further business Randy Graham made the motion to adjourn. Jim Ake seconded.
The meeting was adjourned at 1:34 PM

Deputy Clerk-Treasurer

Board of Public Works and Safety



Bid Proposal - Westfield Midland Trace Trail

20-084TB

Midwest Paving
16105 River Road
Noblesville, Indiana 46062

Contact: Matt Kelley or Tim Beyer

Phone: (317) 776-8925

Fax: (317) 776-8921

Matt's Cell: (317) 714-7416

Tim's Cell: (317) 774-6035

Date of Quote: 2/26/2020

Quote Expiration: 30 days

Bid Type: Unit Price

Sales Tax: Excluded

Completion: Spring 2020
See also Note 3j below.

Mobilization: See Note 3k below & Mobilization Bid Item for number included (will be noted if more than one).

Quote To:

Address:

Phone:

Fax:

Cell:

E-mail:

Midwest Paving is pleased to provide pricing for your review and approval. Please contact us for any changes:

Biditem	Description	Biditem Quantity	Unit	Unit Price	Biditem Total
1	Mobilization & Demobilization		1 LS	\$3,886.00	\$3,886.00
2	HMA Surface Type B 9.5 mm		96 TON	\$115.00	\$11,040.00
3	HMA Intermediate Type B 19 mm		160 TON	\$95.00	\$15,200.00
4	Asphalt for Tack Coat		0.3 TON	\$1.00	\$0.30
				Bid Total:	\$30,126.30

ACCEPTED:

Date: _____

Signature: _____

Printed Name: _____

Company Name: _____

CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services (“Vendor Contract”) is made and entered into as of the 25th day of March, 2020, by and between City of Westfield (“Contracting Party”) and White Construction, 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: State Road 32 and Wheeler Road, Westfield, Indiana 46074 (the “City Property”)
 - (c) Date by which the Services shall be completed: To start March 13th, 2020 and complete by July 9th, 2021 (the “Completion Date”).
 - (d) Purchase Price: One Million Seventy-two Thousand Dollars and 00/100, \$1,072,000.00 (see Proposal dated 02.26.2020 - Exhibit B).
 - (e) The Contracting Party provides two payment options to vendors for payment of approved invoiced amounts. They are as follows:
 - a. Option #1: Traditional – Invoices shall be payable within forty-five (45) days following Contracting Party’s receipt and approval of an invoice at the address specified below.
 - b. Option #2: Preferred – Invoices are payable within 7 days following Contracting Party’s receipt and approval of an invoice at the address specified below if vendor accepts MasterCard.
 - (f) The Contract Documents include:
 - a. This Goods and Services agreement
 - b. “Contract and Specifications for Wheeler Road Improvements at SR 32 Project” dated February 12, 2020 inclusive of all sections and appendixes.
 - c. Addendum #1 Dated February 21, 2020
 - d. Addendum #2 Dated February 25, 2020

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

(g) Addresses:

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

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

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

If to Vendor:

White Construction, LLC
3900 E White Ave
Clinton, IN 47842

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

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

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

CONTRACT TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

10. **REQUIRED INSURANCE AND INDEMNIFICATION:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED this _____ day of _____, 2020.

Contracting Party:

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

Vendor:

White Construction, LLC
3900 E White Ave
Clinton, IN 47842

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

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

EXHIBIT B

See attached Proposal dated 2-26-2020

BASE BID ITEMIZED PROPOSAL
(SEE BREAKDOWN AT THE END OF THIS SECTION FOR FURTHER INFORMATION)

ID	ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	105-06845	CONSTRUCTION ENGINEERING	LS	1	N/A	\$ 53,243.38
2	110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1	N/A	\$ 50,000.00
3	201-52370	CLEARING RIGHT OF WAY	LS	1	N/A	\$ 25,000.00
4	202-02279	CURB AND GUTTER, REMOVE	LFT	491	\$ 5.00	\$ 2,455.00
5	202-52710	SIDEWALK CONCRETE, REMOVE	SYS	19	\$ 50.00	\$ 950.00
6	203-02000	EXCAVATION, COMMON	CYS	782	\$ 75.00	\$ 58,650.00
7	205-12108	STORM WATER MANAGEMENT BUDGET	DOL	7000	\$ 1.00	\$ 7,000.00
8	205-12109	SWQCP PREPARATION AND IMPLEMENTATION, LEVEL 1	LS	1	N/A	\$ 2,500.00
9	207-09935	SUBGRADE TREATMENT, TYPE IC	SYS	3410	\$ 30.00	\$ 102,300.00
10	211-09264	STRUCTURE BACKFILL, TYPE 1	CYS	10	\$ 75.00	\$ 750.00
11	303-01180	COMPACTED AGGREGATE, NO. 53, Base	TON	1463	\$ 50.00	\$ 73,150.00
12	306-08034	MILLING, ASPHALT, 1.5"	SYS	3061	\$ 4.00	\$ 12,244.00
13	401-07327	QC/QA-HMA, 2, 70, SURFACE, 9.5 mm	TON	480	\$ 90.00	\$ 43,200.00
14	401-07397	QC/QA-HMA, 2, 70, INTERMEDIATE, 19.0 mm	TON	378	\$ 73.00	\$ 27,594.00
15	401-07407	QC/QA-HMA, 2, 64, BASE, 25.0 mm	TON	756	\$ 65.00	\$ 49,140.00
16	402-07451	HMA WEDGE AND LEVEL, TYPE B	TON	52	\$ 85.00	\$ 4,420.00
17	406-05520	ASPHALT FOR TACK COAT	TON	3	\$ 1.00	\$ 3.00
18	604-05528	HMA FOR SIDEWALK	TON	256	\$ 85.00	\$ 21,760.00
19	604-06070	SIDEWALK, CONCRETE	SYS	19	\$ 60.00	\$ 1,140.00
20	604-08086	CURB RAMP, CONCRETE	SYS	129	\$ 175.00	\$ 22,575.00
21	604-12083	DETECTABLE WARNING SURFACES	SYS	21	\$ 400.00	\$ 8,400.00
22	605-06120	CURB, CONCRETE	LFT	250	\$ 40.00	\$ 10,000.00
23	605-06140	CURB AND GUTTER, CONCRETE	LFT	1450	\$ 35.00	\$ 50,750.00
24	605-06215	CENTER CURB, D CONCRETE	SYS	6	\$ 200.00	\$ 1,200.00

25	605-09131	CURB AND GUTTER, TURNOUT CONCRETE	LFT	56	\$ 120.00	\$ 6,720.00
26	616-06405	RIPRAP, REVETMENT	TON	34	\$ 60.00	\$ 2,040.00
27	621-06545	FERTILIZER	TON	1	\$ 500.00	\$ 500.00
28	621-06554	SEED MIXTURE, R	LBS	184	\$ 14.50	\$ 2,668.00
29	621-06557	SEED MIXTURE, T	LBS	134	\$ 12.50	\$ 1,675.00
30	621-06565	MULCHING MATERIAL	TON	2	\$ 400.00	\$ 800.00
31	621-06575	SODDING, NURSERY	SYS	4335	\$ 6.50	\$ 28,177.50
32	715-05149	PIPE, TYPE 2, CIRCULAR, 12"	LFT	15	\$ 60.00	\$ 900.00
33	715-05152	PIPE, TYPE 2, CIRCULAR, 18"	LFT	14	\$ 70.00	\$ 980.00
34	715-46000	PIPE END SECTION, DIAMETER 12 IN.	EA	2	\$ 1,000.00	\$ 2,000.00
35	715-46010	PIPE END SECTION, DIAMETER 18 IN.	EA	1	\$ 1,100.00	\$ 1,100.00
36	801-06775	MAINTAINING TRAFFIC	LS	1	N/A	\$ 50,000.00
37	801-94295	SIGNAL HEAD RELOCATE	EA	6	\$ 262.00	\$ 1,572.00
38	802-05702	SIGN POST, SQUARE TYPE 2 REINFORCED ANCHOR BASE	LFT	20	\$ 19.20	\$ 384.00
39	802-91122	SIGN GROUND MOUNTED RESET	EA	1	\$ 111.00	\$ 111.00
40	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN. THICKNESS	SFT	82	\$ 16.30	\$ 1,336.60
41	802-09840	SIGN, SHEET, WITH LEGEND, 0.100 IN. THICKNESS	SFT	3	\$ 17.00	\$ 51.00
42	802-09842	SIGN, SHEET, WITH LEGEND, 0.125 IN. THICKNESS	SFT	38	\$ 28.10	\$ 1,067.80
43	805-01815	SIGNAL POLE FOUNDATION, 36 IN. X 144 IN.	EA	5	\$ 2,715.00	\$ 13,575.00
44	805-01842	HANDHOLE SIGNAL TYPE 1	EA	6	\$ 1,233.00	\$ 7,398.00
45	805-01844	CONDUIT, STEEL, GALVANIZED, 2 IN.	LFT	1792	\$ 22.80	\$ 40,857.60

46	805-02150	PEDESTRIAN SIGNAL HEAD, COUNTDOWN, 18 IN.	EA	12	\$ 661.00	\$ 7,932.00
47	805-02445	CONTROLLER AND CABINET, P1	EA	1	\$ 13,193.00	\$ 13,193.00
48	805-02645	SIGNAL POLE FOUNDATION 24 IN. X 24 IN. X 36 IN.	EA	1	\$ 748.00	\$ 748.00
49	805-01300	TRAFFIC SIGNAL EQUIPMENT, REMOVE	EA	1	\$ 2,776.00	\$ 2,776.00
50	805-02373	SIGNAL CABLE, INTERCONNECT, FIBER OPTIC	LFT	451	\$ 5.60	\$ 2,525.60
51	805-03979	EMERGENCY VEHICLE PREEMPTION DETECTOR, SINGLE CHANNEL, TWO DIRECTION	EA	2	\$ 920.00	\$ 1,840.00
52	805-03980	EMERGENCY VEHICLE CONFIRMATION LIGHT KIT	EA	2	\$ 435.00	\$ 870.00
53	805-03985	DETECTOR CABLE 3C 20GA.	LFT	711	\$ 1.60	\$ 1,137.60
54	805-04602	CONTROLLER, REWIRE	EA	1	\$ 1,736.00	\$ 1,736.00
55	805-11817	PEDESTRIAN BUSH BUTTON, APS	EA	12	\$ 833.00	\$ 9,996.00
56	805-11381	SIGNAL CANTILEVER STRUCTURE, SINGLE ARM 57 FT. ARM 57 FT	EA	1	\$ 32,633.00	\$ 32,633.00
57	805-11381	SIGNAL CANTILEVER STRUCTURE, SINGLE ARM 55 FT. ARM 55 FT	EA	1	\$ 32,104.00	\$ 32,104.00
58	805-11381	SIGNAL CANTILEVER STRUCTURE, SINGLE ARM 53 FT. ARM 53 FT	EA	2	\$ 29,455.00	\$ 58,910.00
59	805-78205	TRAFFIC SIGNAL HEAD, 3 SECTION, 12 IN. RED, AMBER, GREEN	EA	6	\$ 730.00	\$ 4,380.00
60	805-78230	TRAFFIC SIGNAL HEAD, 5 SECTION, 12 IN. RED, AMBER, GREEN, AMBER ARROW, GREEN ARROW	EA	4	\$ 1,202.00	\$ 4,808.00
61	805-78415	SPAN, CATENARY, AND TETHER	EA	2	\$ 2,484.00	\$ 4,968.00
62	805-78420	DISCONNECT HANGER	EA	2	\$ 361.00	\$ 722.00
63	805-78445	SIGNAL SERVICE	LFT	1	\$ 973.00	\$ 973.00
64	805-78467	SIGNAL CABLE, ROADWAY LOOP, COPPER, 3C/8 GA	LFT	165	\$ 3.10	\$ 511.50

City of Westfield, Indiana

65	805-78470	SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/14 GA	LFT	7476	\$ 0.22	\$ 1,644.72
66	805-78480	SIGNAL CABLE, CONTROL, COPPER, 3C/14 GA	LFT	711	\$ 1.70	\$ 1,208.70
67	805-78485	SIGNAL CABLE, CONTROL, COPPER, 5C/14 GA	LFT	1832	\$ 1.80	\$ 3,297.60
68	805-78490	SIGNAL CABLE, CONTROL, COPPER, 7C/14 GA	LFT	1944	\$ 2.10	\$ 4,082.40
69	805-78495	SIGNAL CABLE, CONTROL, COPPER, 9C/14 GA	LFT	772	\$ 2.30	\$ 1,775.60
70	805-78500	SIGNAL CABLE, CONTROL, COPPER, 11C/14 GA	LFT	214	\$ 2.40	\$ 513.60
71	805-78510	SIGNAL CABLE, DETECTOR LEAD-IN, COPPER, 2C/16 GA	LFT	3328	\$ 1.20	\$ 3,993.60
72	805-78785	SIGNAL DETECTOR HOUSING	EA	15	\$ 1,220.00	\$ 18,300.00
73	805-78795	SAW CUT FOR ROADWAY LOOP DETECTOR AND SEALANG	LFT	3224	\$ 7.30	\$ 23,535.20
74	805-78925	CONTROLLER CABINET FOUNDATION, P1	EA	1	\$ 1,668.00	\$ 1,668.00
75	805-81032	SIGNAL POLE, STEEL STRAIN, 30 FT	EA	1	\$ 8,143.00	\$ 8,143.00
76	805-92504	LOOP DETECTOR DELAY AMPLIFIER, 2 CHANNEL	EA	8	\$ 304.00	\$ 2,432.00
77	805-99162	SIGNAL POLE, PEDESTAL, 11 FT	EA	1	\$ 1,037.00	\$ 1,037.00
78	805-78225	TRAFFIC SIGNAL HEAD, 4 SECTION, 12 IN. RED, AMBER ARROW, FLASHING AMBER ARROW, GREEN ARROW	EA	4	\$ 920.00	\$ 3,680.00
79		PHASE SELECTOR, TWO CHANNEL	EA	1	\$ 3,723.00	\$ 3,723.00
80		OPTICOM DETECTOR, RELOCATE	EA	2	\$ 285.00	\$ 570.00
81	808-03439	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	LFT	1470	\$ 6.00	\$ 8,820.00
82	808-06701	LINE, THERMOPLASTIC, BROKEN, WHITE, 4 IN.	LFT	59	\$ 1.50	\$ 88.50
83	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	LFT	1032	\$ 1.50	\$ 1,548.00

84	808-11482	LINE, THERMOPLASTIC, DOTTED, WHITE, 4 IN.	LFT	118	\$ 1.50	\$ 177.00
85	808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	LFT	2115	\$ 1.50	\$ 3,172.50
86	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.	LFT	248	\$ 6.00	\$ 1,488.00
87	808-75320	PAVEMENT MESSAGE MARKING, THERMOPLASTIC LANE INDICATION ARROW	EA	20	\$ 100.00	\$ 2,000.00
Total						\$ 1,072,000.00

Base Bid Amount in words for Wheeler Road Improvements at SR 32:

_____ One Million Seventy Two 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 Base Bid Itemized Proposal.

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

5% of Bid Total

Dollars (\$),

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

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

Receipt of Addenda No. (1: 02/21/2020) & (2: 02/25/2020) is hereby acknowledged.

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

One Million Seventy-Two Thousand Dollars

Dollars (\$ 1,072,000.00),

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 Noncollusion Affidavit, as required by the statutes of the State of Indiana, is properly executed and attached hereto, if not included on the Form 96.

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

Receipt of Addenda No. 1: 02/21/2020 is hereby acknowledged.

2: 02/25/2020

Respectfully submitted,

WHITE CONSTRUCTION, LLC

Contractor

(Individual) (Partnership)
or (Corporation x)

By

William Lang

BILL LANG

Title General Manager - Civil

Dated:

Address 3900 East White Ave

February 26, 20 20

Clinton, IN 47842

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.

LIST OF SUPPLIERS / SUBCONTRACTORS

Wheeler Road Improvements at SR 32

CITY OF WESTFIELD, INDIANA

[illegible]

The Bidder shall make an entry against each possible subtrade by naming the subtrade and the proposed subcontractor that will perform the work. The Bidder shall name all subtrades to be self performed and label as such.

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

Attachment 1

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

ADDENDUM NO. 1

Wheeler Road Improvements at SR 32

TO: All Interested Bidders

FROM: Joseph T. Rengel, P.E., PTOE

DATE: February 21, 2020

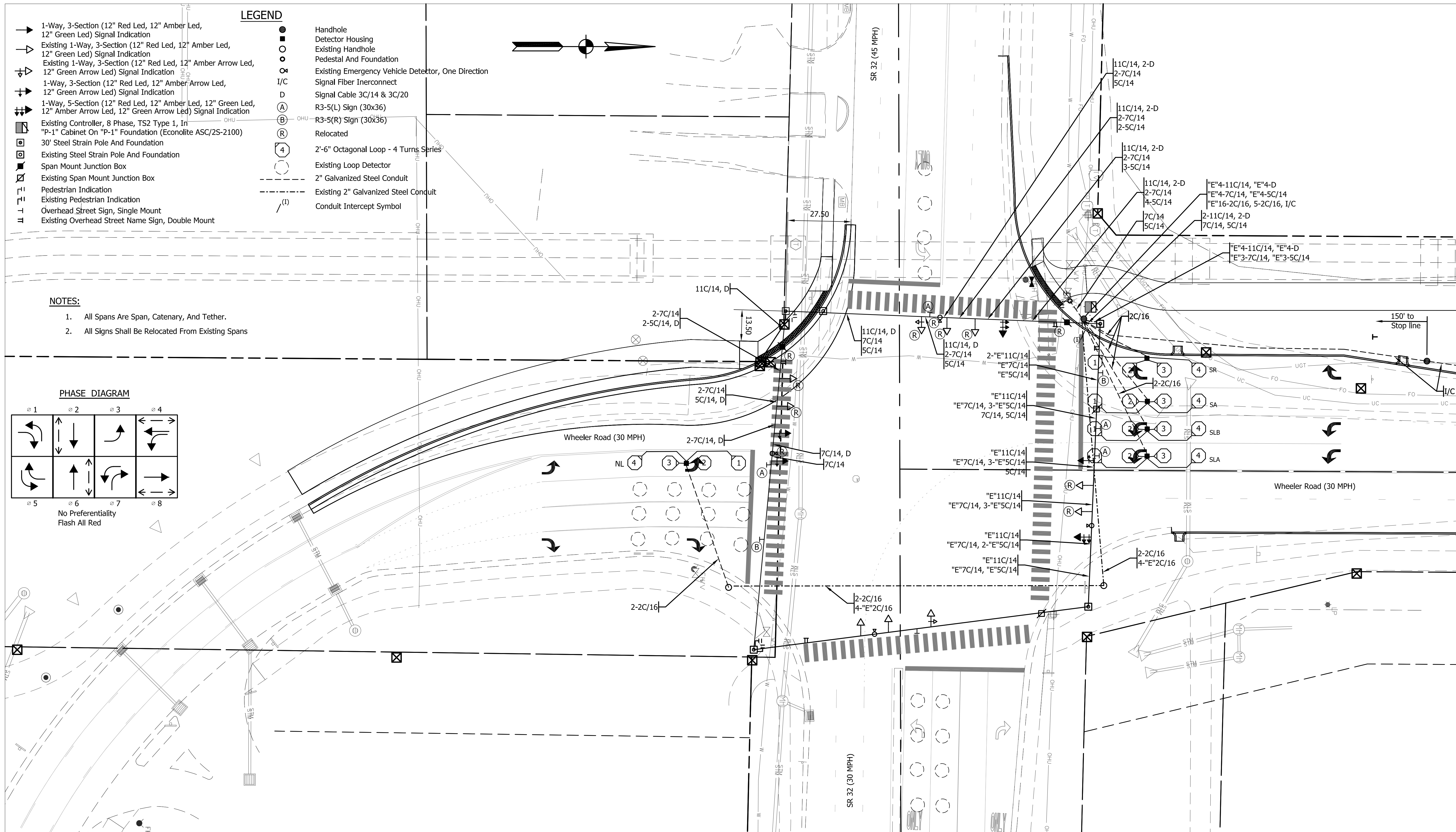
- Item No. 1:** Remove sheets 15 and 16 from the Wheeler Road plans and replace them respectively with the attached pages 15 and 16.
- Item No. 2:** The Itemized Proposal included in the Contract Documents and Proposal Package pages Bid - 3F through Bid - 3I have been deleted. The Itemized Proposal in the Contract Documents and the Proposal Package pages Bid - 3A through Bid - 3E are replaced by the Itemized Proposal pages Bid - 3A through Bid 3G attached.
- Item No. 2:** The Itemized Proposal included in the Contract Documents and Proposal Package pages 2 through 5 in Section 3 have been deleted and are replaced by the Itemized Proposal pages 2 through 5 in the attached.
- Item No. 3:** Section 10.14 is amended as follows:
- Clearing Right-of-Way shall be in accordance with the requirements of Section 201 of the Standard Specifications except as follows: If it becomes necessary to remove encumbrances or materials that are not indicated in the plans to be removed, then such removal and disposal of these encumbrances or materials shall be considered as a part of clearing right-of-way.
- Clearing right of way shall be as specified in section 201 of the 2020 INDOT Specifications, but shall also include the removal of concrete items, common excavation, pipes, inlets and trees or other miscellaneous items and materials to be removed that are not shown in the Itemized Proposal. Additional payment will not be made if multiple mobilizations and demobilizations are required to clear all right-of-way on the project.*
- Item No. 4:** Section 10.18 shall be added to the Contract Documents and Proposal Package:

10.14 TRAFFIC SIGNAL SPECIFICATIONS

1. *The Contractor has been provided a plan for the installation of the traffic signal. The successful bidder is hereby notified that the designer has verified approximate locations for the signal infrastructure using underground utility locates and field measurements. The successful bidder shall work with the Engineer on final locations of the signal infrastructure prior to starting construction with a field layout meeting with the City Engineer or his representative.*

2. *Signal Service - This will be a metered service. The Contractor shall be responsible for coordinating all of the requirements for service connection with Duke Energy prior to building the service.*
3. *The Contractor shall make all necessary applications and arrangements, and pay all fees and charges for electrical energy for power and light required for the proper completion of this Contract during its entire progress. He shall provide and pay for all temporary wiring, switches, connections and meters.*
4. *The location of signals, mountings of controller, etc. is shown on the plans, however, the right is reserved by the Engineer to change the location of these during the term of the contract. No contract payment will be made for any change except as specifically authorized.*
5. *The cost for anchor bolts shall be included in the unit price for each foundation. The Contractor shall furnish all anchor bolts for the foundations to be installed with this project.*
6. *The Contractor shall order all traffic control equipment and necessary materials within three (3) calendar days after receipt of a notice to proceed. Copies of all orders shall be given to the Engineer.*
7. *Unless otherwise noted, all new signal equipment and mounting hardware, including, pedestrian pedestals, and other items shall be painted black. Pedestrian indications shall be black. Vehicle indications and astrobrackets shall be black.*
8. *Signal Heads - The certifications of signal heads shall be within 12 months prior to the contractor purchase date. All signal heads shall have black housing and be fitted with back plates.*
9. *Under no circumstances shall the contractor restrict traffic flow during rush hour for construction of the traffic signals unless directed by the Engineer.*
10. *All traffic signal indications, including pedestrian indications, shall be selected from the Indiana Department of Transportation's approved list of Traffic Signal Control Equipment.*
11. *Each pedestrian push button shall have a R 10-4b sign. The cost of furnishing and installing the R 10-4b sign shall be included in the cost of the push buttons.*
12. *The Contractor shall supply all street name signs. The Contractor shall supply all mounting brackets for all overhead signs. No banding is allowed for mounting any item on the signal arms.*
13. *The Contractor shall furnish and install any mounting equipment to install all overhead equipment on the signal cantilever poles. The cost of this mounting equipment shall be included in the cost of the item in the Itemized Proposal.*
14. *All emergency vehicle detector material shall be brand Opticom.*

- 15. The signal cantilevers to be installed shall be Valmont FL46-W00E200-XX-FP/GV/HH-WA36AC-FP-AB. All signal cantilevers shall be powder coated black. The signal controller cabinet and pedestrian pedestals shall all be painted black by the Contractor. All brackets required to mount signal hardware to the poles and pedestals shall be painted black by the Contractor. No banding will be allowed.*



NOTES:

1. Each Pedestrian Indication Shall Have A Pedestrian Push Button and Sign R10-4b.

Wheeler Rd

SNS-1

Tournament Tr

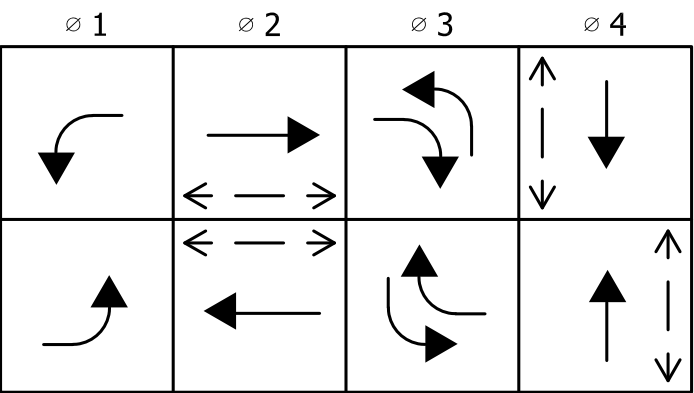
SNS-2

LOOP TAGGING TABLE

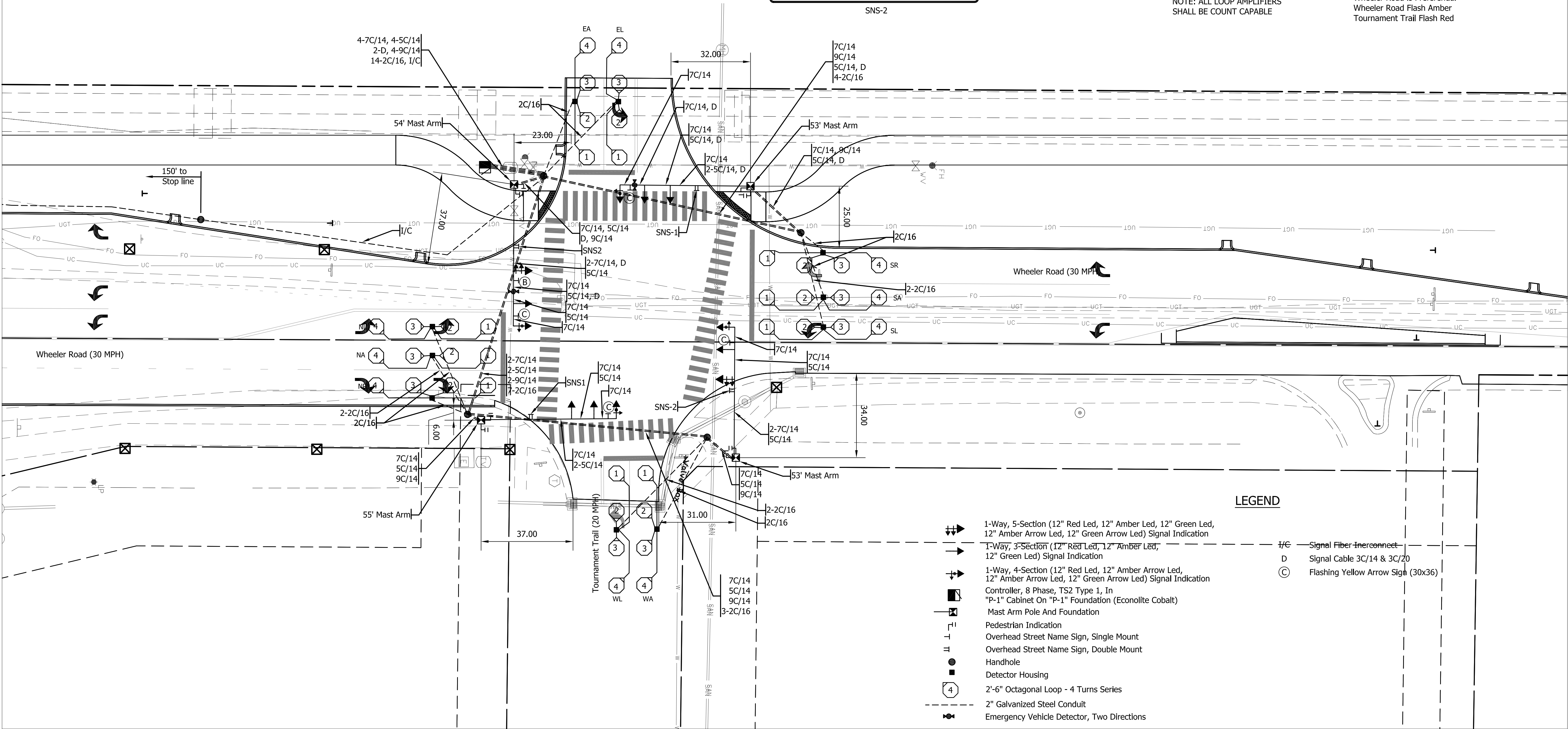
Lane	Tag Number
NL	NL5 - 1, 2, 3, 4
NA	NA2 - 1, 2, 3, 4
NR	NR2 - 1, 2, 3, 4
WL	WL3 - 1, 2, 3, 4
WA	WA8 - 1, 2, 3, 4
SL	SL1 - 1, 2, 3, 4
SA	SA6 - 1, 2, 3, 4
SR	SR6 - 1, 2, 3, 4
EL	EL7 - 1, 2, 3, 4
EA	EA4 - 1, 2, 3, 4

NOTE: ALL LOOP AMPLIFIERS SHALL BE COUNT CAPABLE

PHASE DIAGRAM



Wheeler Road is Preferential
Wheeler Road Flash Amber
Tournament Trail Flash Red



LEGEND

- 1-Way, 5-Section (12" Red Led, 12" Amber Led, 12" Green Led, 12" Amber Arrow Led, 12" Green Arrow Led) Signal Indication
- 1-Way, 3-Section (12" Red Led, 12" Amber Led, 12" Green Led) Signal Indication
- 1-Way, 4-Section (12" Red Led, 12" Amber Arrow Led, 12" Amber Arrow Led, 12" Green Arrow Led) Signal Indication
- Controller, 8 Phase, TS2 Type 1, In "P-1" Cabinet On "P-1" Foundation (Econolite Cobalt)
- Mast Arm Pole And Foundation
- Pedestrian Indication
- Overhead Street Name Sign, Single Mount
- Overhead Street Name Sign, Double Mount
- Handhole
- Detector Housing
- 2'-6" Octagonal Loop - 4 Turns Series
- 2" Galvanized Steel Conduit
- Emergency Vehicle Detector, Two Directions
- Signal Fiber Interconnect
- Signal Cable 3C/14 & 3C/20
- Flashing Yellow Arrow Sign (30x36)

BASE BID ITEMIZED PROPOSAL
(SEE BREAKDOWN AT THE END OF THIS SECTION FOR FURTHER INFORMATION)

ID	ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	105-06845	CONSTRUCTION ENGINEERING	LS	1	N/A	\$
2	110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1	N/A	\$
3	201-52370	CLEARING RIGHT OF WAY	LS	1	N/A	\$
4	202-02279	CURB AND GUTTER, REMOVE	LFT	491	\$	\$
5	202-52710	SIDEWALK CONCRETE, REMOVE	SYS	19	\$	\$
6	203-02000	EXCAVATION, COMMON	CYS	782	\$	\$
7	205-12108	STORM WATER MANAGEMENT BUDGET	DOL	7000	\$	\$
8	205-12109	SWQCP PREPARATION AND IMPLEMENTATION, LEVEL 1	LS	1	N/A	\$
9	207-09935	SUBGRADE TREATMENT, TYPE IC	SYS	3410	\$	\$
10	211-09264	STRUCTURE BACKFILL, TYPE 1	CYS	10	\$	\$
11	303-01180	COMPACTED AGGREGATE, NO. 53, Base	TON	1463	\$	\$
12	306-08034	MILLING, ASPHALT, 1.5"	SYS	3061	\$	\$
13	401-07327	QC/QA-HMA, 2, 70, SURFACE, 9.5 mm	TON	480	\$	\$
14	401-07397	QC/QA-HMA, 2, 70, INTERMEDIATE, 19.0 mm	TON	378	\$	\$
15	401-07407	QC/QA-HMA, 2, 64, BASE, 25.0 mm	TON	756	\$	\$
16	402-07451	HMA WEDGE AND LEVEL, TYPE B	TON	52	\$	\$
17	406-05520	ASPHALT FOR TACK COAT	TON	3	\$	\$
18	604-05528	HMA FOR SIDEWALK	TON	256	\$	\$
19	604-06070	SIDEWALK, CONCRETE	SYS	19	\$	\$
20	604-08086	CURB RAMP, CONCRETE	SYS	129	\$	\$
21	604-12083	DETECTABLE WARNING SURFACES	SYS	21	\$	\$
22	605-06120	CURB, CONCRETE	LFT	250	\$	\$
23	605-06140	CURB AND GUTTER, CONCRETE	LFT	1450	\$	\$

24	605-06215	CENTER CURB, D CONCRETE	SYS	6	\$	\$
25	605-09131	CURB AND GUTTER, TURNOUT CONCRETE	LFT	56	\$	\$
26	616-06405	RIPRAP, REVETMENT	TON	34	\$	\$
27	621-06545	FERTILIZER	TON	1	\$	\$
28	621-06554	SEED MIXTURE, R	LBS	184	\$	\$
29	621-06557	SEED MIXTURE, T	LBS	134	\$	\$
30	621-06565	MULCHING MATERIAL	TON	2	\$	\$
31	621-06575	SODDING, NURSERY	SYS	4335	\$	\$
32	715-05149	PIPE, TYPE 2, CIRCULAR, 12"	LFT	15	\$	\$
33	715-05152	PIPE, TYPE 2, CIRCULAR, 18"	LFT	14	\$	\$
34	715-46000	PIPE END SECTION, DIAMETER 12 IN.	EA	2	\$	\$
35	715-46010	PIPE END SECTION, DIAMETER 18 IN.	EA	1	\$	\$
36	801-06775	MAINTAINING TRAFFIC	LS	1	N/A	\$
37	801-94295	SIGNAL HEAD RELOCATE	EA	6	\$	\$
38	802-05702	SIGN POST, SQUARE TYPE 2 REINFORCED ANCHOR BASE	LFT	20	\$	\$
39	802-91122	SIGN GROUND MOUNTED RESET	EA	1	\$	\$
40	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN. THICKNESS	SFT	82	\$	\$
41	802-09840	SIGN, SHEET, WITH LEGEND, 0.100 IN. THICKNESS	SFT	3	\$	\$
42	802-09842	SIGN, SHEET, WITH LEGEND, 0.125 IN. THICKNESS	SFT	38	\$	\$
43	805-01815	SIGNAL POLE FOUNDATION, 36 IN. X 144 IN.	EA	5	\$	\$
44	805-01842	HANDHOLE SIGNAL TYPE 1	EA	6	\$	\$
45	805-01844	CONDUIT, STEEL, GALVANIZED, 2 IN.	LFT	1792	\$	\$

46	805-02150	PEDESTRIAN SIGNAL HEAD, COUNTDOWN, 18 IN.	EA	12	\$	\$
47	805-02445	CONTROLLER AND CABINET, P1	EA	1	\$	\$
48	805-02645	SIGNAL POLE FOUNDATION 24 IN. X 24 IN. X 36 IN.	EA	1	\$	\$
49	805-01300	TRAFFIC SIGNAL EQUIPMENT, REMOVE	EA	1	\$	\$
50	805-02373	SIGNAL CABLE, INTERCONNECT, FIBER OPTIC	LFT	451	\$	\$
51	805-03979	EMERGENCY VEHICLE PREEMPTION DETECTOR, SINGLE CHANNEL, TWO DIRECTION	EA	2	\$	\$
52	805-03980	EMERGENCY VEHICLE CONFIRMATION LIGHT KIT	EA	2	\$	\$
53	805-03985	DETECTOR CABLE 3C 20GA.	LFT	711	\$	\$
54	805-04602	CONTROLLER, REWIRE	EA	1	\$	\$
55	805-11817	PEDESTRIAN BUSH BUTTON, APS	EA	12	\$	\$
56	805-11381	SIGNAL CANTILEVER STRUCTURE, SINGLE ARM 57 FT. ARM 57 FT	EA	1	\$	\$
57	805-11381	SIGNAL CANTILEVER STRUCTURE, SINGLE ARM 55 FT. ARM 55 FT	EA	1	\$	\$
58	805-11381	SIGNAL CANTILEVER STRUCTURE, SINGLE ARM 53 FT. ARM 53 FT	EA	2	\$	\$
59	805-78205	TRAFFIC SIGNAL HEAD, 3 SECTION, 12 IN. RED, AMBER, GREEN	EA	6	\$	\$
60	805-78230	TRAFFIC SIGNAL HEAD, 5 SECTION, 12 IN. RED, AMBER, GREEN, AMBER ARROW, GREEN ARROW	EA	4	\$	\$
61	805-78415	SPAN, CATENARY, AND TETHER	EA	2	\$	\$
62	805-78420	DISCONNECT HANGER	EA	2	\$	\$
63	805-78445	SIGNAL SERVICE	LFT	1	\$	\$
64	805-	SIGNAL CABLE, ROADWAY	LFT	165	\$	\$

	78467	LOOP, COPPER, 3C/8 GA				
65	805-78470	SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/14 GA	LFT	7476	\$	\$
66	805-78480	SIGNAL CABLE, CONTROL, COPPER, 3C/14 GA	LFT	711	\$	\$
67	805-78485	SIGNAL CABLE, CONTROL, COPPER, 5C/14 GA	LFT	1832	\$	\$
68	805-78490	SIGNAL CABLE, CONTROL, COPPER, 7C/14 GA	LFT	1944	\$	\$
69	805-78495	SIGNAL CABLE, CONTROL, COPPER, 9C/14 GA	LFT	772	\$	\$
70	805-78500	SIGNAL CABLE, CONTROL, COPPER, 11C/14 GA	LFT	214	\$	\$
71	805-78510	SIGNAL CABLE, DETECTOR LEAD-IN, COPPER, 2C/16 GA	LFT	3328	\$	\$
72	805-78785	SIGNAL DETECTOR HOUSING	EA	15	\$	\$
73	805-78795	SAW CUT FOR ROADWAY LOOP DETECTOR AND SEALANG	LFT	3224	\$	\$
74	805-78925	CONTROLLER CABINET FOUNDATION, P1	EA	1	\$	\$
75	805-81032	SIGNAL POLE, STEEL STRAIN, 30 FT	EA	1	\$	\$
76	805-92504	LOOP DETECTOR DELAY AMPLIFIER, 2 CHANNEL	EA	8	\$	\$
77	805-99162	SIGNAL POLE, PEDESTAL, 11 FT	EA	1	\$	\$
78	805-78225	TRAFFIC SIGNAL HEAD, 4 SECTION, 12 IN. RED, AMBER ARROW, FLASHING AMBER ARROW, GREEN ARROW	EA	4	\$	\$
79		PHASE SELECTOR, TWO CHANNEL	EA	1	\$	\$
80		OPTICOM DETECTOR, RELOCATE	EA	2	\$	\$
Total						\$

Base Bid Amount in words for Wheeler Road Improvements at SR 32:

_____ Dollars and _____/100

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

ADDENDUM NO. 2

Wheeler Road Improvements at SR 32

TO: All Interested Bidders

FROM: Steven Walsh, PE

DATE: February 25, 2020

Item No. 1: The Itemized Proposal included in the Contract Documents and Proposal Package pages 2 through 7 in Section 3 have been deleted and are replaced by the Itemized Proposal pages 2 through 7 attached.

BASE BID ITEMIZED PROPOSAL
(SEE BREAKDOWN AT THE END OF THIS SECTION FOR FURTHER INFORMATION)

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70	805-78500	SIGNAL CABLE, CONTROL, COPPER, 11C/14 GA	LFT	214	\$	\$
71	805-78510	SIGNAL CABLE, DETECTOR LEAD-IN, COPPER, 2C/16 GA	LFT	3328	\$	\$
72	805-78785	SIGNAL DETECTOR HOUSING	EA	15	\$	\$
73	805-78795	SAW CUT FOR ROADWAY LOOP DETECTOR AND SEALANG	LFT	3224	\$	\$
74	805-78925	CONTROLLER CABINET FOUNDATION, P1	EA	1	\$	\$
75	805-81032	SIGNAL POLE, STEEL STRAIN, 30 FT	EA	1	\$	\$
76	805-92504	LOOP DETECTOR DELAY AMPLIFIER, 2 CHANNEL	EA	8	\$	\$
77	805-99162	SIGNAL POLE, PEDESTAL, 11 FT	EA	1	\$	\$
78	805-78225	TRAFFIC SIGNAL HEAD, 4 SECTION, 12 IN. RED, AMBER, ARROW, FLASHING AMBER ARROW, GREEN ARROW	EA	4	\$	\$
79		PHASE SELECTOR, TWO CHANNEL	EA	1	\$	\$
80		OPTICOM DETECTOR, RELOCATE	EA	2	\$	\$
81	808-03439	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	LFT	1470	\$	\$
82	808-06701	LINE, THERMOPLASTIC, BROKEN, WHITE, 4 IN.	LFT	59	\$	\$
83	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	LFT	1032	\$	\$

84	808-11482	LINE, THERMOPLASTIC, DOTTED, WHITE, 4 IN.	LFT	118	\$	\$
85	808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	LFT	2115	\$	\$
86	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.	LFT	248	\$	\$
87	808-75320	PAVEMENT MESSAGE MARKING, THERMOPLASTIC LANE INDICATION ARROW	EA	20	\$	\$
Total						\$

Base Bid Amount in words for Wheeler Road Improvements at SR 32:

_____ Dollars and ____/100

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

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

 _____ Dollars (\$_____),

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

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

Receipt of Addenda No. _____ is hereby acknowledged.

Respectfully submitted,

Contractor
(Individual____) (Partnership____)
or (Corporation ____)

By

Title

Dated:

Address

_____, 20____
NOTE: The legal status of the Bidder, whether as an individual, partnership, or corporation, must be indicated above, and all pertinent information as required by the Specifications must be furnished.

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

One Million Seventy-Two Thousand Dollars

Dollars (\$ 1,072,000.00),

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 Noncollusion Affidavit, as required by the statutes of the State of Indiana, is properly executed and attached hereto, if not included on the Form 96.

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

Receipt of Addenda No. 1: 02/21/2020 is hereby acknowledged.

2: 02/25/2020

Respectfully submitted,

WHITE CONSTRUCTION, LLC

Contractor

(Individual) (Partnership)
or (Corporation x)

By

William Lang

BILL LANG

Title General Manager - Civil

Dated:

Address 3900 East White Ave

February 26, 20 20

Clinton, IN 47842

Attachment 2

The Affidavit of Employee Status shall be signed and notarized.

AFFIDAVIT OF EMPLOYEE STATUS

Re: Project – Wheeler Road Improvements at SR 32

WHEREAS, the City of Westfield, Hamilton County, Indiana, hereinafter referred to as the “City” is in the process of construction work on the Wheeler Road Improvements at SR 32 project, hereinafter referred to as the “Project”;

WHEREAS, White Construction 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:

Signature:

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 White Construction 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 _____ day of _____, 20__

Signature

Printed Name

My Commission expires _____

I am a resident of _____ County.

CITY OF WESTFIELD BY:

, Director of Public Works

STATE OF INDIANA:

SS:

COUNTY OF HAMILTON:

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

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

Signature

Printed Name

My Commission expires _____

I am a resident of _____ County.

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

Attachment 3

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



Invoice Date:	
Invoice or App Number:	

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

Westfield Project Name:	Wheeler Road @ SR 32
Westfield Project Number:	1910003
Westfield Project Manager:	Michael Pearce
Westfield PO Number:	
Vendor Name:	White Construction

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

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

Title	Duke Energy
Encroachment Permit Num	2020-165
Builder Contractor	Duke Energy
Sub Builder Contractor	
Address of Work	206th Street, Cox Avenue, Tomlinson Road
Bldg Permit	
Location of Work	Street
Type of Activity	Other
Encroachment Fee	2,000
Waived Fee	
Expiration Date	6/18/2020
Notes	Pat Leuteritz (3/18/2020 7:48 AM): Installation of new circuit for required loading. See attached prints. Please Note: 1-2 Traffic Control Personnel required if traffic/road is stopped/blocked while working. Pat Leuteritz (3/18/2020 7:43 AM):

Content Type: Item

Version: 2.0

Created at 3/18/2020 7:43 AM by Pat LeuteritzLast modified at 3/18/2020 7:48 AM by Pat Leuteritz

Close

ENCROACHMENT PERMIT APPLICATION

- The applicant named below requests permission to encroach on the following public right-of-way, street, sidewalk, alley or other public space at the location described below.
- Applicant shall submit one original application, with plans attached, either in person or by mail.
- No verbal transmissions will be accepted. Fax transmissions will only be accepted at the approval of the Director.
- **CASH OR CHECK PAYMENTS ONLY;** No credit cards accepted. Please call 317-804-3171 with any questions or to purchase an Encroachment Standards Ordinance.

For Office Use Only

Permit Number _____
Expires _____
Permit Fee _____
Fee Waived _____

Application Date: _____ Estimated Completion Date: _____

Work Address: _____ Subdivision: _____

Name of Contractor/Utility: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Name of Sub-Contractor: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

LOCATION: ☐ Street ☐ Alley ☐ Sidewalk ☐ Shoulder/Berm

IUPPS Number: _____

TYPE: ☐ Cut ☐ Bore ☐ Trench ☐ Other ☐ New Construction ☐ Existing Construction
☐ Water ☐ Gas ☐ Electric ☐ Phone ☐ CATV ☐ Sewer ☐ Irrigation

Please describe proposed work: _____

**Please contact Carlton Summe at 317-460-9670 24 hours prior to pouring concrete.*

SIZE OF STREET OR RIGHT-OF-WAY CUT

Traffic Lanes: Length: _____ Width: _____ Depth Within Lanes: _____

Sidewalk: Length: _____ Width: _____ Depth Within Sidewalk: _____

Type of Surface: ☐ Concrete ☐ Asphalt ☐ Asphalt Over Concrete ☐ Asphalt Over Brick ☐ Gravel-Dirt ☐ Brick

TRAFFIC PORTION AFFECTED BY PERMIT

Width: _____ Length: _____ # of Lanes: _____ # of Lanes to be Closed: _____ # of Hours Closed: _____

Vehicles/equipment left on site unattended? ☐ Yes ☐ No Unattended for: _____ weekdays _____ weekends

TERMS AND CONDITIONS FOR ENCROACHMENT PERMIT

1. It is understood that any permit by virtue of this request is revocable at the pleasure of the City of Westfield and that the same shall be voided if the following terms and conditions are not fulfilled by the Permittee. The Permittee hereby agrees to observe all requirements of the Encroachment Standard Ordinance and comply with the conditions set forth by the MUTCD Rulings and Revisions.
2. The undersigned shall notify the Director or his representative a minimum of 72 hours prior to the time that work is to be performed. The undersigned will furnish placards identifying equipment, flashers, barricades and/or other warning devices at the construction site. When two-way traffic is confined to one lane, flagging personnel shall be required. Permittee must follow Chapter XVII of Title 29, Code of Federal Regulation, Part 1926 known as Safety & Health Regulation for Construction.
3. In cases where the work authorized by the permit will cause major interference with traffic flow on streets, Permittee shall provide a uniformed traffic officer when requested by the Director or his representative to provide traffic control at the construction site. Work shall not be performed on any major arterials, streets and thoroughfares during rush hours or peak hours of vehicular traffic flow, unless in case of emergencies.
4. The Permittee shall not create a hazardous or unsafe situation at construction sites, which would cause injury or damage to vehicular and pedestrian traffic. The Permittee shall not leave unattended open cuts unprotected overnight or during weekend periods. Permission to use temporary steel plates or any authorized substitutes shall be requested at open cuts or construction sites. The Director or his representative shall be notified of these steel plates or substitutes by the Permittee.
5. All construction equipment and/or vehicles left unattended for any length of time shall be parked in locations as to not create hazardous and unsafe situations to vehicular and pedestrian flow. The construction equipment and/or vehicles shall be parked in such a manner as to not restrict sight distance to vehicular traffic. **All construction equipment and/or vehicles are prohibited from driving on named trails, neighborhood perimeter trails, and sidewalks.**
6. The Permittee shall hold harmless and indemnify the City of Westfield from, for and against any claim of any person in tort, contract or otherwise arising out of the act or omissions of the Permittee, their agents, representatives, servants, contractors and the latter's subcontractors, whenever such acts or omissions or any rights or performance or exercise thereof of the Permittee arise under this permit from alteration, modernization, replacement, operation, maintenance, change or removal of any part or portion of the public right-of-way, or facility thereof. All existing utilities must be identified and located prior to all boring operations. Permittee shall be responsible for consequential damages to residents and businesses who are damaged during outages caused by these untimely accidents experienced by poorly coordinated utility borings and construction activities in the City right-of-way.
7. The Permittee shall stipulate the type of materials and method of repair utilized to close any open cuts, subject to the Director or his representative's approval.
8. The Permittee shall begin work within 45 working days from the date of application approval, and work must be completed within 60 working days of the application approval. Any construction and/or work not completed by this date shall be grounds to nullify and void this permit. Re-application would then be necessary.
9. The Permittee shall be required upon completion of construction and/or work to notify the Director or his representative for inspection and verification. The construction and/or work shall be inspected prior to being accepted by the City of Westfield as being complete. The Director or his representative shall perform the inspection.
10. Upon the completion of all open street cuts, permanent patches shall be in place no later than 20 working days from the temporary patch inspection date. Any construction work or repair measures utilized to close any open cuts made under this permit that are found to be unsatisfactory shall be corrected within 10 working days by the Permittee. The Permittee shall be responsible to maintain and repair any and all open cuts granted by this permit for a period of one year upon final acceptance, unless the City of Westfield and/or other utilities, contractors or subcontractors or other parties remove, damage, modernize, replace, change any part or portion of the public right-of-way or facility or thereof granted under this permit.
11. Upon completion/acceptance by Director or his representative as builds must be provided (print and CD form) within 30 days of completion.

Signature of Applicant: _____ Title: _____

Printed Name: _____ Date: _____

Company Name: _____ Phone Number: _____

For Office Use Only:

Traffic Control Personnel: YES NO Uniform Police: YES NO Number of Personnel Necessary: _____

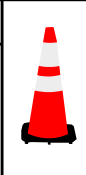
Steel Plates or other authorized substitute to be used? YES NO (If yes, refer to #4 above)

Type of materials and methods used to close or repair open cuts shall conform to Attachment A.
If another method has been pre-approved, please list below:

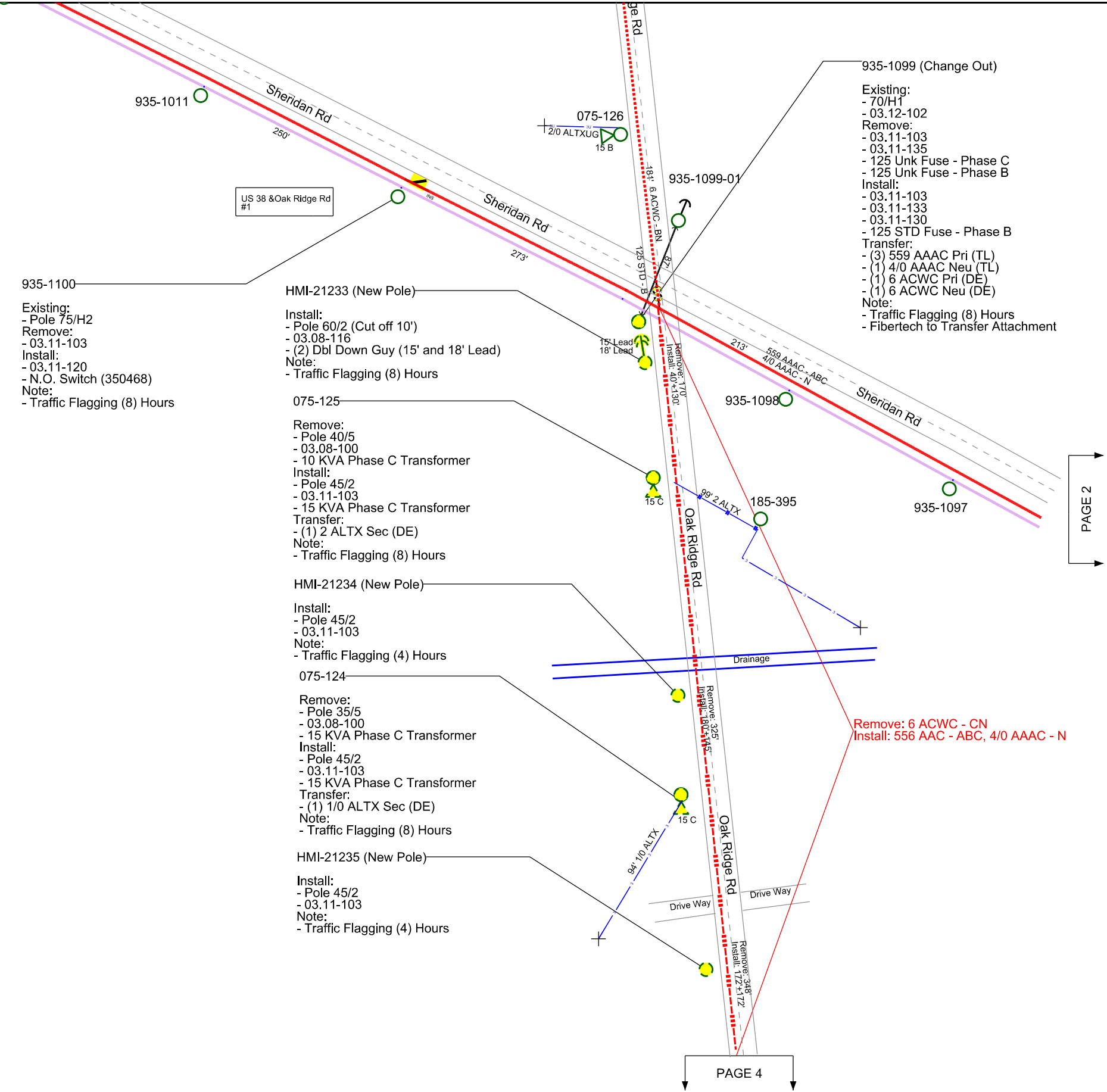
Director/or his representative

Project Manager/when applicable

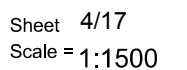
Date Approved

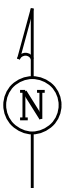
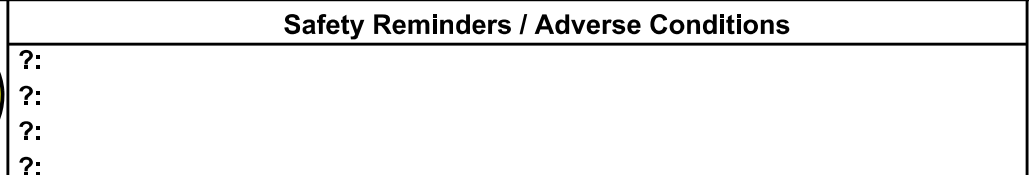


REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.

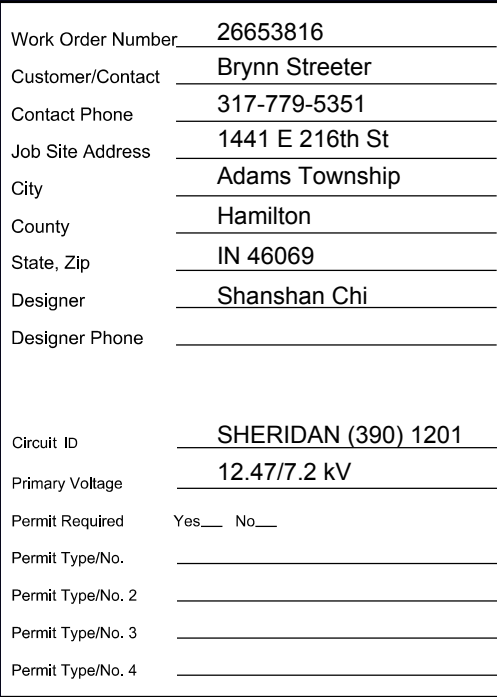
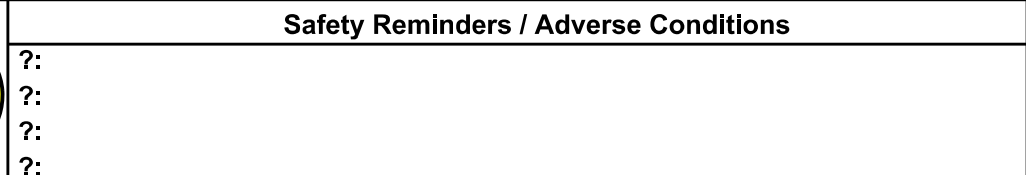


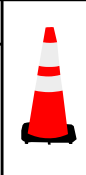
Work Order Number	26653816
Customer/Contact	Brynn Streeter
Contact Phone	317-779-5351
Job Site Address	1441 E 216th St
City	Adams Township
County	Hamilton
State, Zip	IN 46069
Designer	Shanshan Chi
Designer Phone	
Circuit ID	SHERIDAN (390) 1201
Primary Voltage	12.47/7.2 kV
Permit Required	Yes___ No___
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



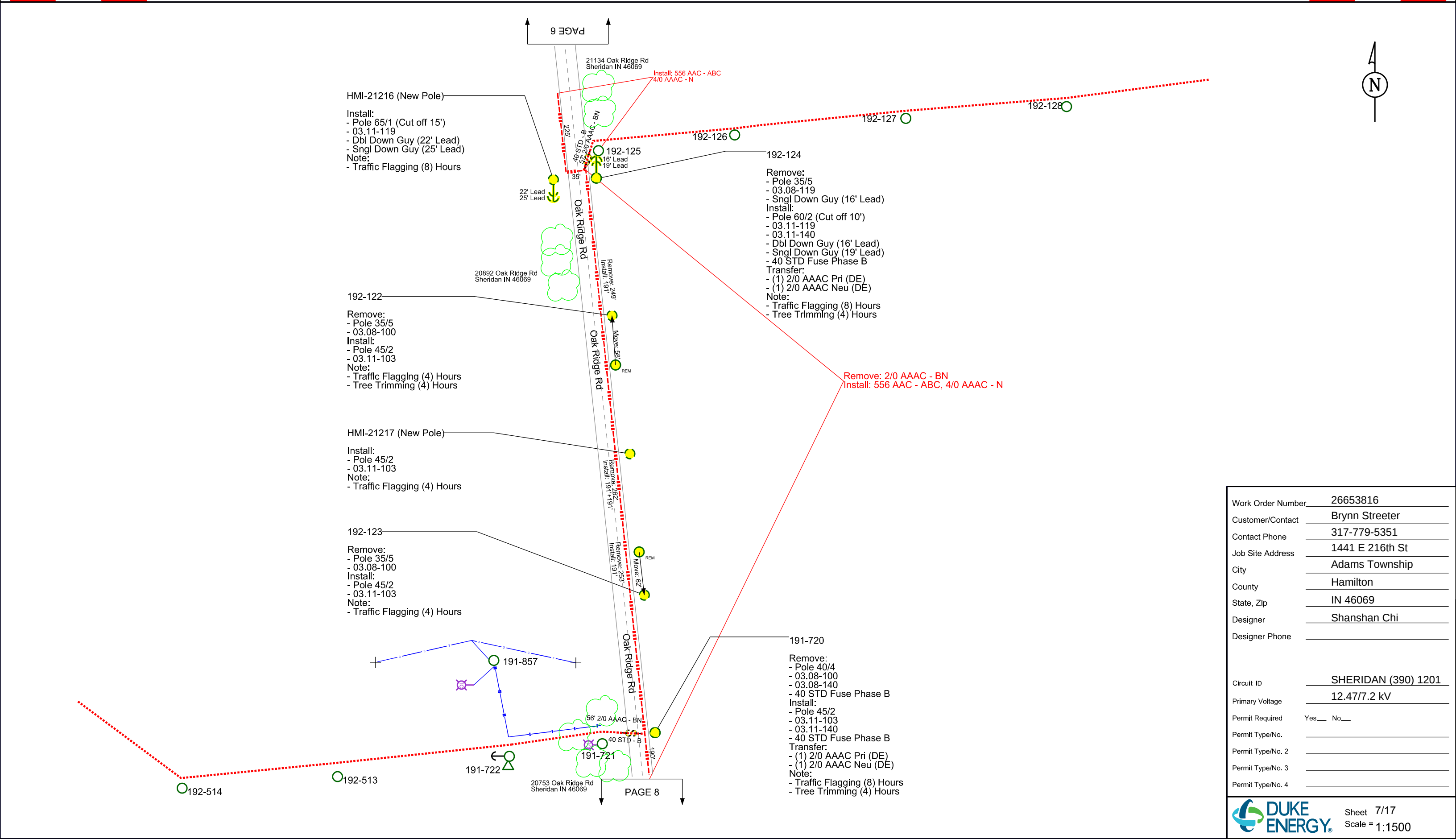


 **DUKE ENERGY®** Sheet 5/17
Scale = 1:1500

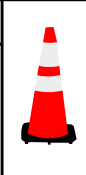




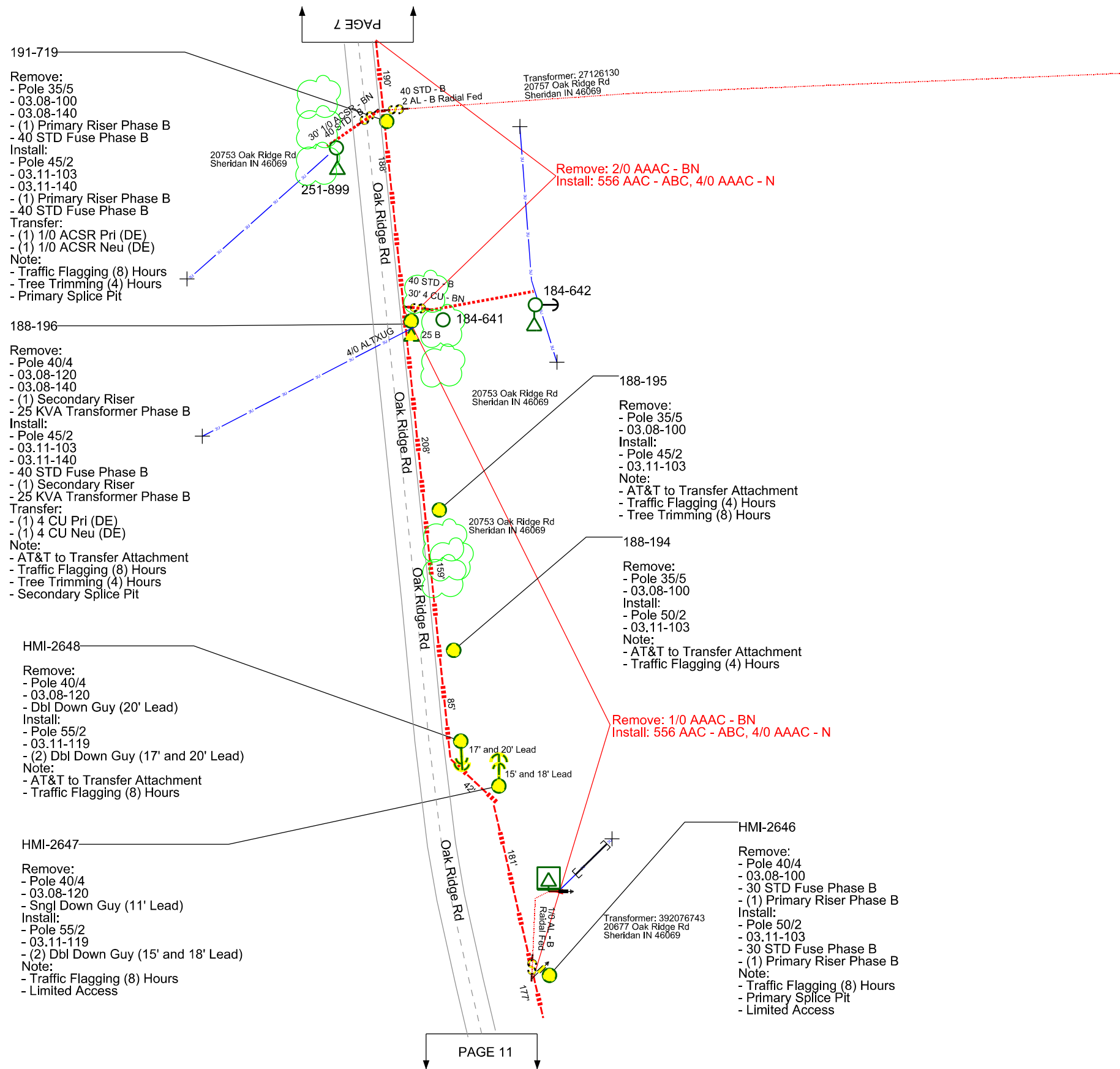
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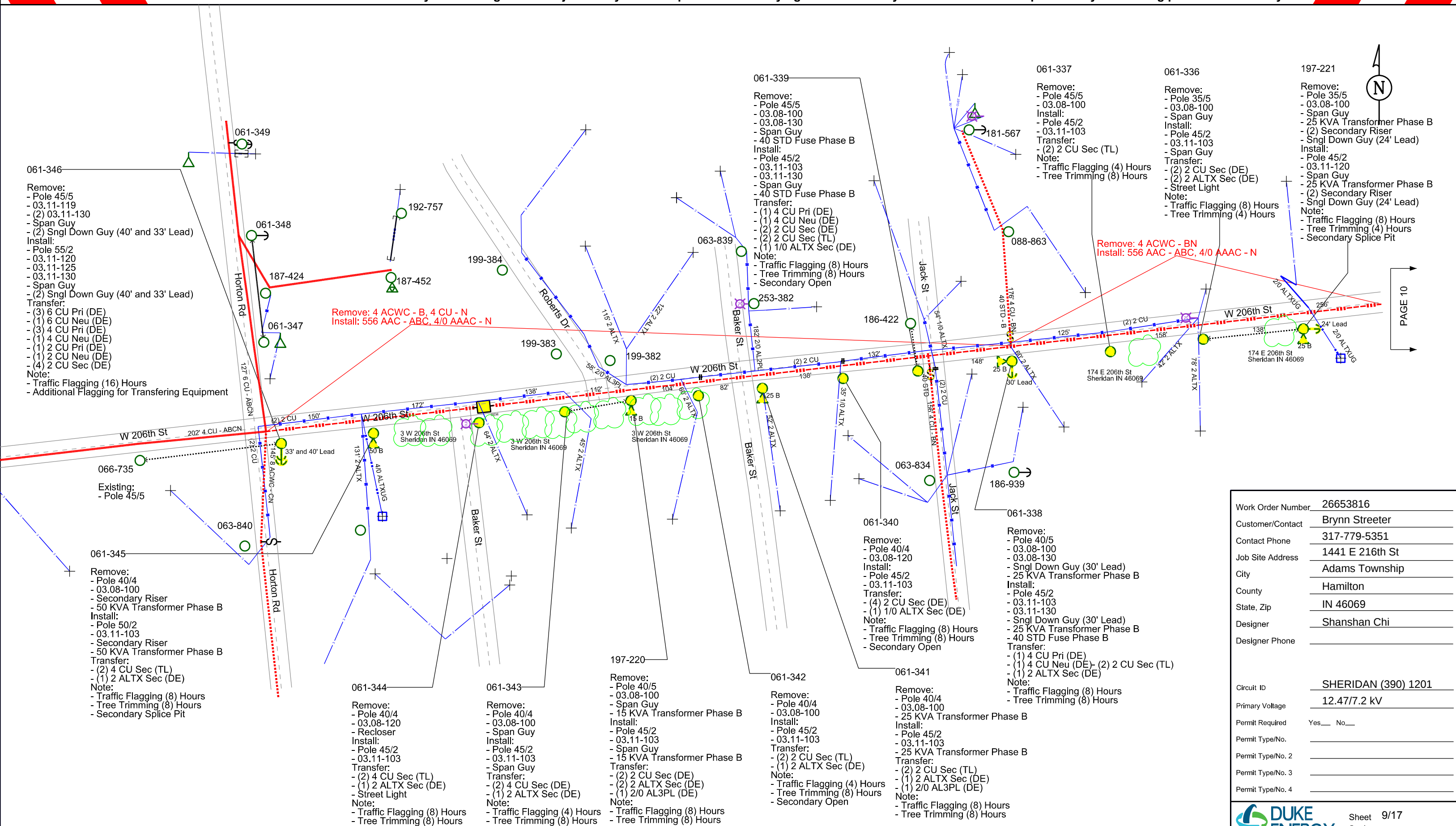
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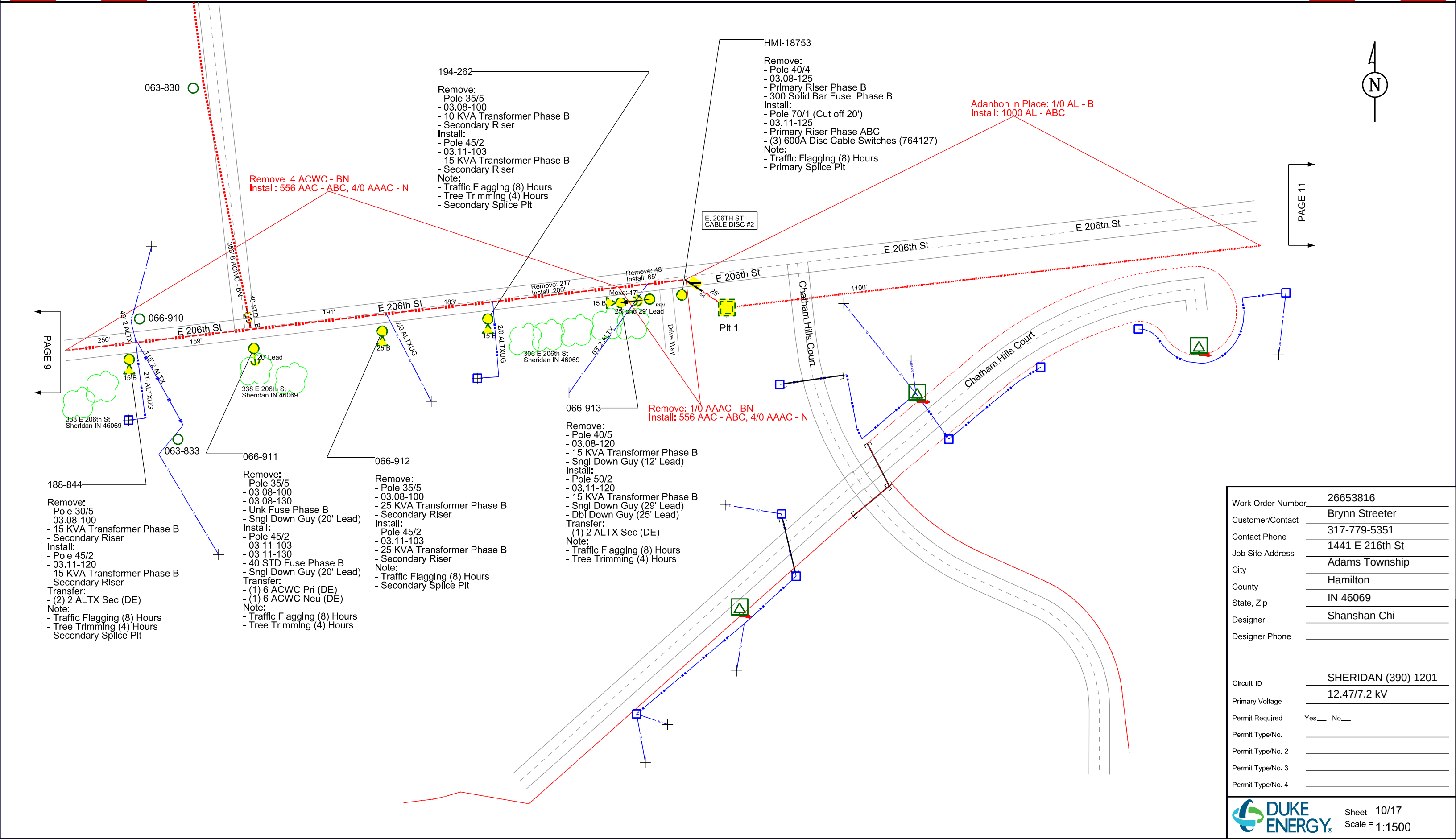
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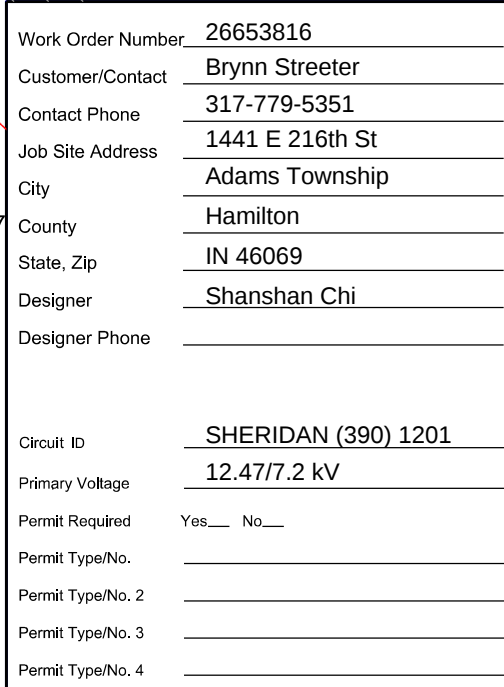
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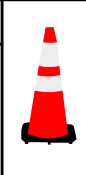


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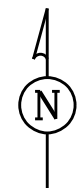
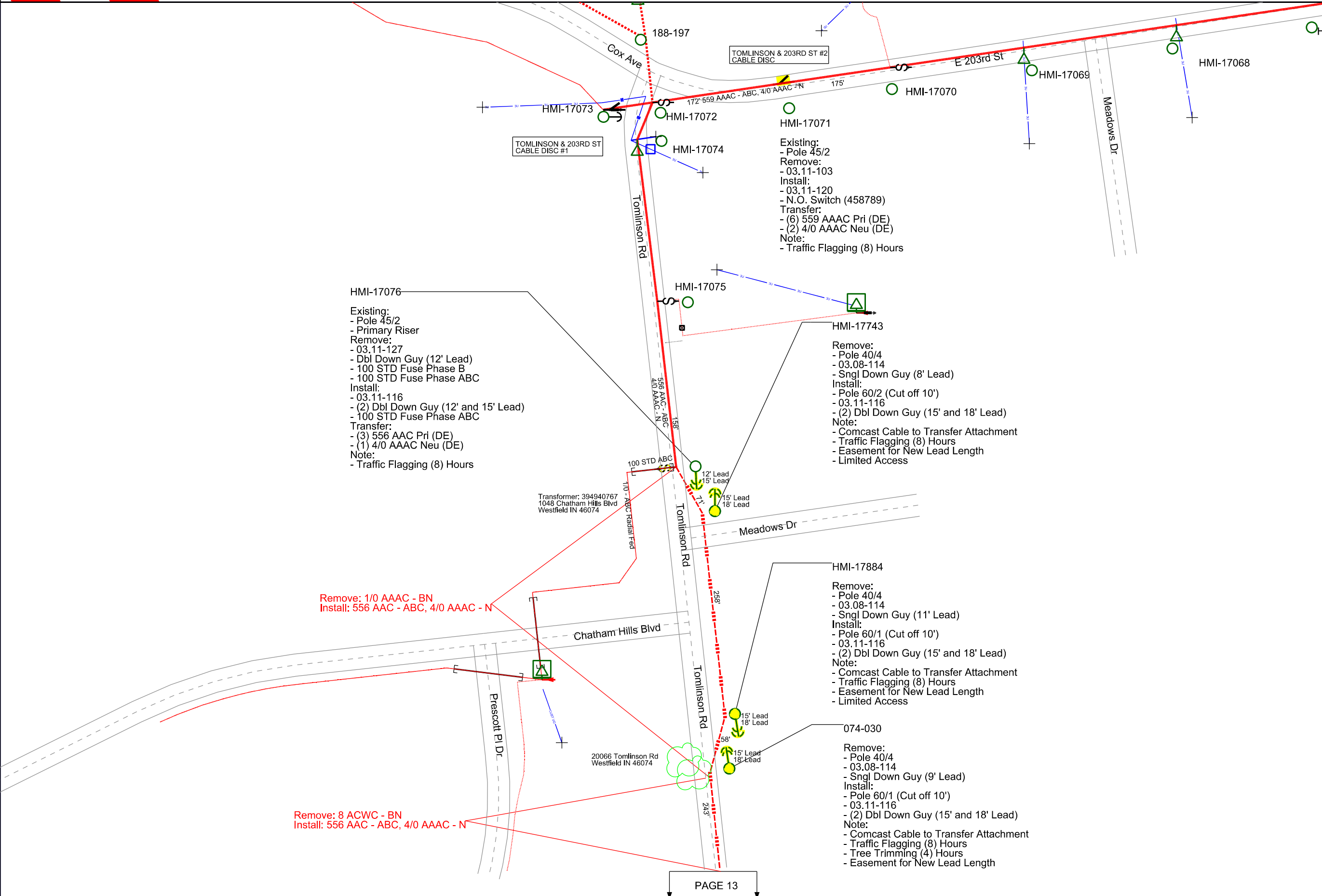


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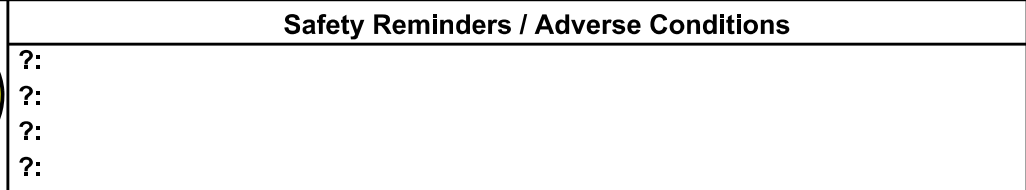
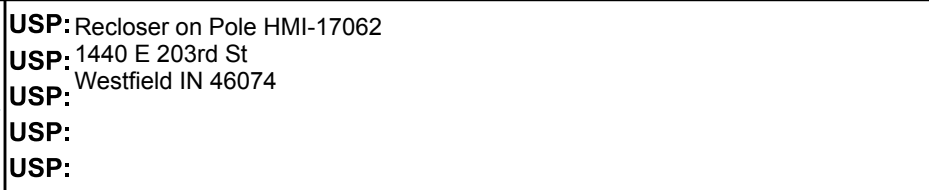




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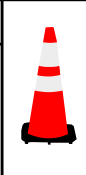


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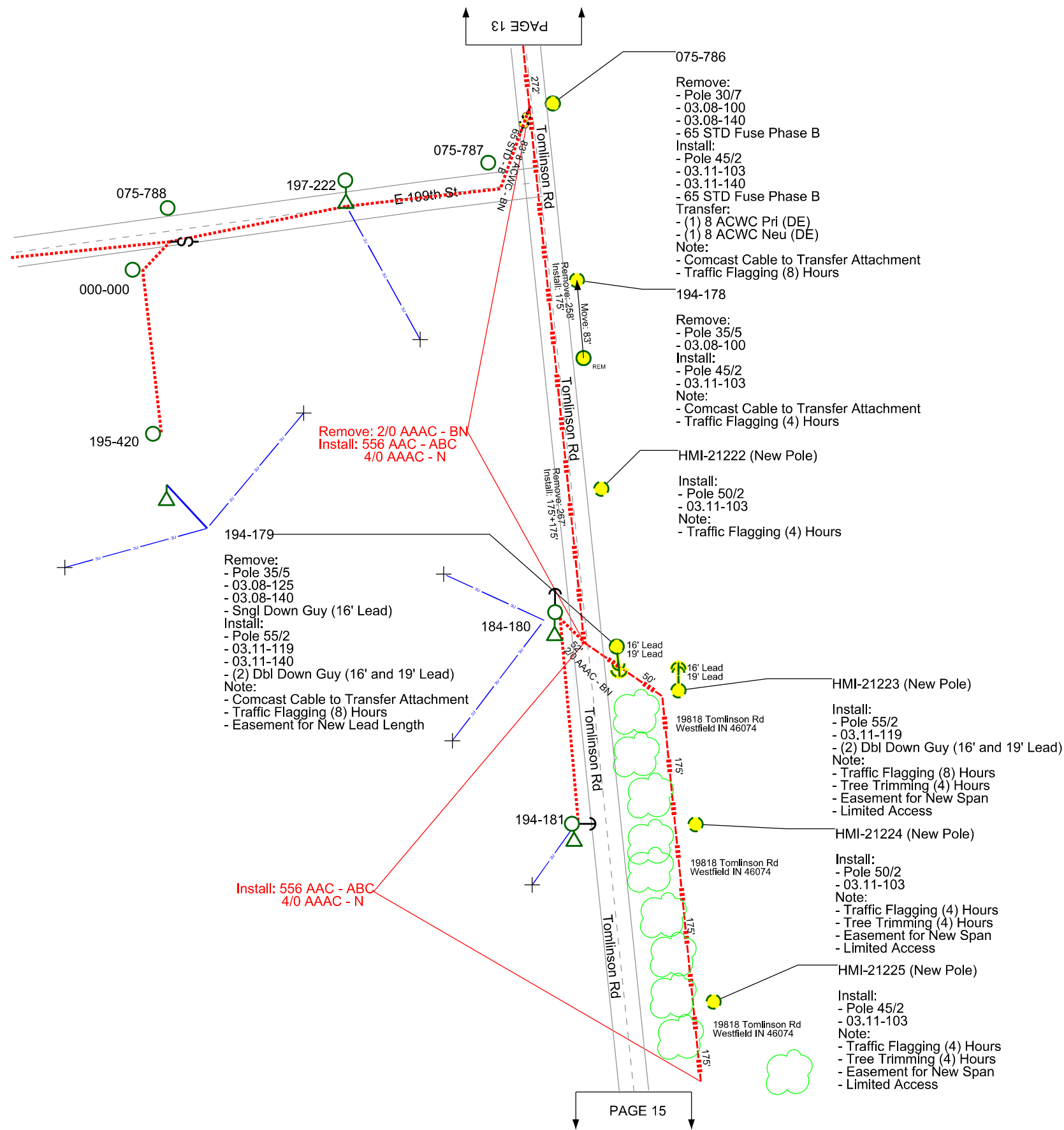


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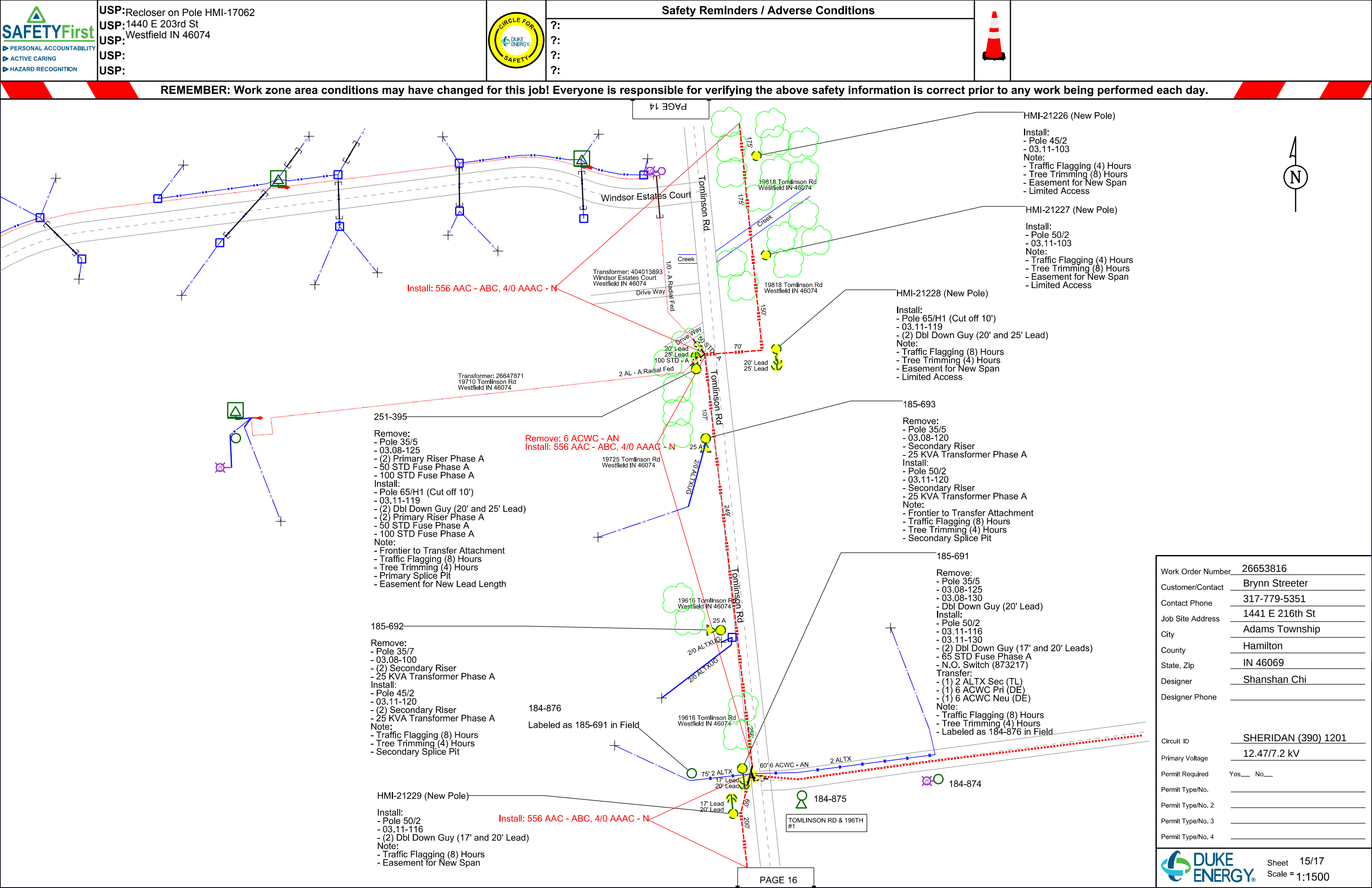




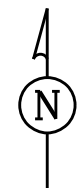
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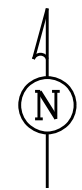
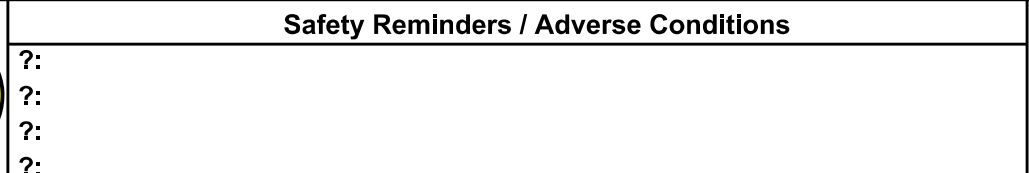
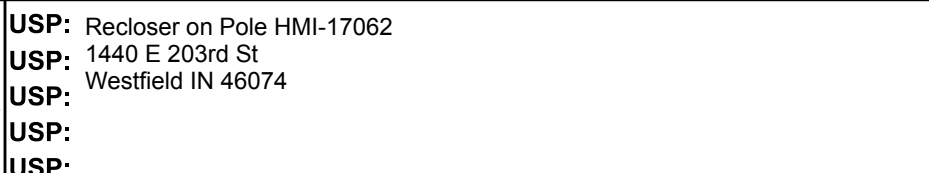
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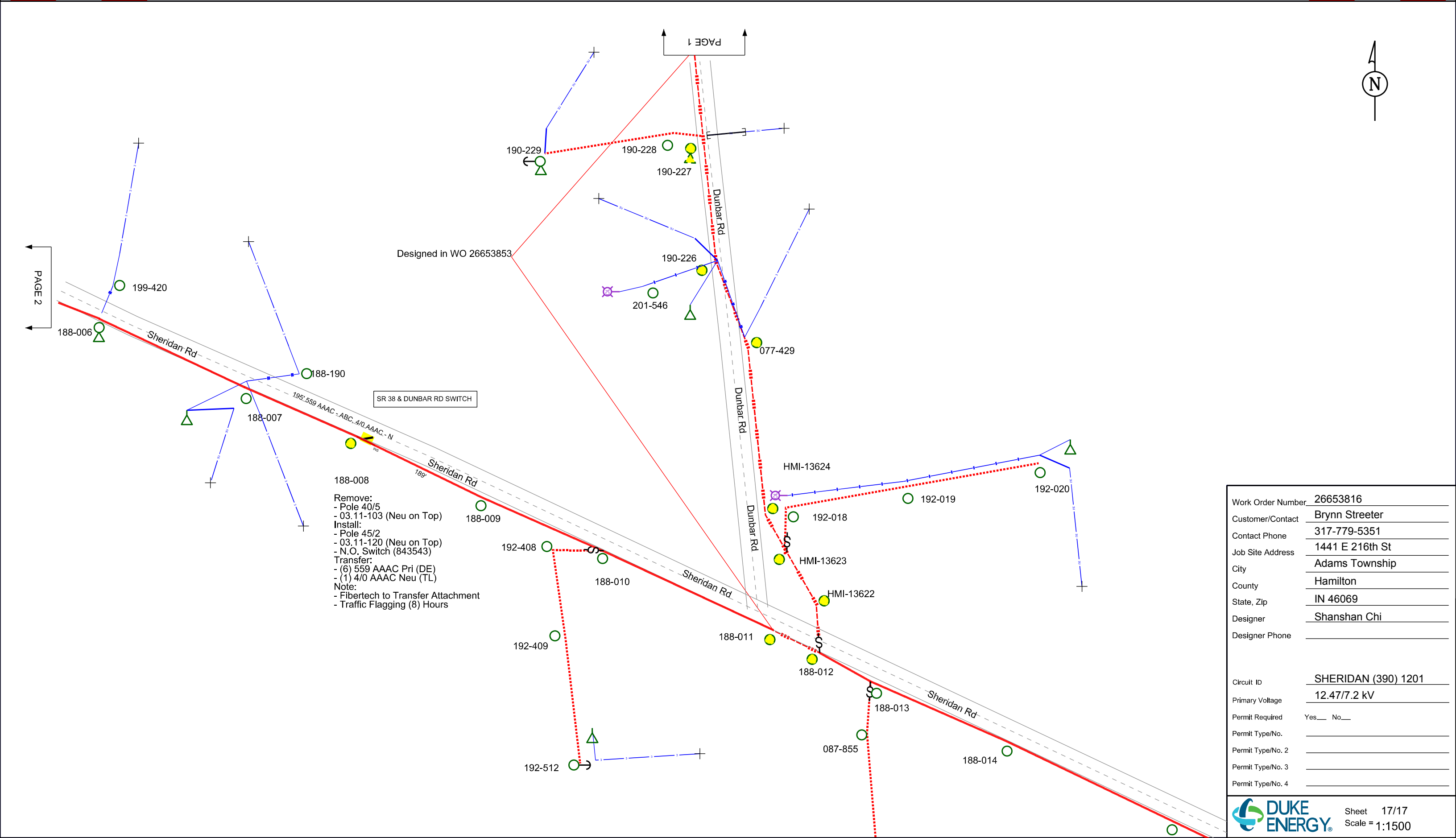
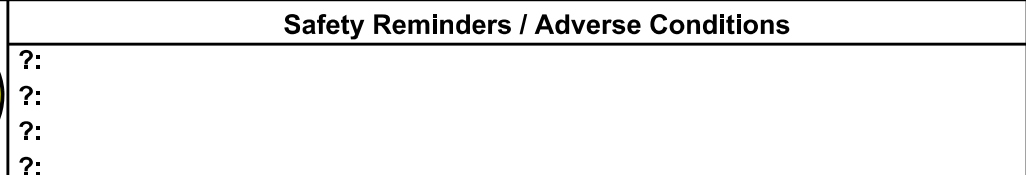
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 **DUKE ENERGY®** Sheet 16/17
Scale = 1:1500



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For Office Use Only

Permit Number _____

Expires _____

Permit Fee _____

Fee Waived _____

Application Date: _____ Estimated Completion Date: _____

Work Address: _____ Subdivision: _____

Name of Contractor/Utility: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Name of Sub-Contractor: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

LOCATION: ☐ Street ☐ Alley ☐ Sidewalk ☐ Shoulder/Berm

IUPPS Number: _____

TYPE: ☐ Cut ☐ Bore ☐ Trench ☐ Other ☐ New Construction ☐ Existing Construction

☐ Water ☐ Gas ☐ Electric ☐ Phone ☐ CATV ☐ Sewer ☐ Irrigation

Please describe proposed work: _____

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SIZE OF STREET OR RIGHT-OF-WAY CUT

Traffic Lanes: Length: _____ Width: _____ Depth Within Lanes: _____

Sidewalk: Length: _____ Width: _____ Depth Within Sidewalk: _____

Type of Surface: ☐ Concrete ☐ Asphalt ☐ Asphalt Over Concrete ☐ Asphalt Over Brick ☐ Gravel-Dirt ☐ Brick

TRAFFIC PORTION AFFECTED BY PERMIT

Width: _____ Length: _____ # of Lanes: _____ # of Lanes to be Closed: _____ # of Hours Closed: _____

Vehicles/equipment left on site unattended? ☐ Yes ☐ No Unattended for: _____ weekdays _____ weekends

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1. It is understood that any permit by virtue of this request is revocable at the pleasure of the City of Westfield and that the same shall be voided if the following terms and conditions are not fulfilled by the Permittee. The Permittee hereby agrees to observe all requirements of the Encroachment Standard Ordinance and comply with the conditions set forth by the MUTCD Rulings and Revisions.
2. The undersigned shall notify the Director or his representative a minimum of 72 hours prior to the time that work is to be performed. The undersigned will furnish placards identifying equipment, flashers, barricades and/or other warning devices at the construction site. When two-way traffic is confined to one lane, flagging personnel shall be required. Permittee must follow Chapter XVII of Title 29, Code of Federal Regulation, Part 1926 known as Safety & Health Regulation for Construction.
3. In cases where the work authorized by the permit will cause major interference with traffic flow on streets, Permittee shall provide a uniformed traffic officer when requested by the Director or his representative to provide traffic control at the construction site. Work shall not be performed on any major arterials, streets and thoroughfares during rush hours or peak hours of vehicular traffic flow, unless in case of emergencies.
4. The Permittee shall not create a hazardous or unsafe situation at construction sites, which would cause injury or damage to vehicular and pedestrian traffic. The Permittee shall not leave unattended open cuts unprotected overnight or during weekend periods. Permission to use temporary steel plates or any authorized substitutes shall be requested at open cuts or construction sites. The Director or his representative shall be notified of these steel plates or substitutes by the Permittee.
5. All construction equipment and/or vehicles left unattended for any length of time shall be parked in locations as to not create hazardous and unsafe situations to vehicular and pedestrian flow. The construction equipment and/or vehicles shall be parked in such a manner as to not restrict sight distance to vehicular traffic. **All construction equipment and/or vehicles are prohibited from driving on named trails, neighborhood perimeter trails, and sidewalks.**
6. The Permittee shall hold harmless and indemnify the City of Westfield from, for and against any claim of any person in tort, contract or otherwise arising out of the act or omissions of the Permittee, their agents, representatives, servants, contractors and the latter's subcontractors, whenever such acts or omissions or any rights or performance or exercise thereof of the Permittee arise under this permit from alteration, modernization, replacement, operation, maintenance, change or removal of any part or portion of the public right-of-way, or facility thereof. All existing utilities must be identified and located prior to all boring operations. Permittee shall be responsible for consequential damages to residents and businesses who are damaged during outages caused by these untimely accidents experienced by poorly coordinated utility borings and construction activities in the City right-of-way.
7. The Permittee shall stipulate the type of materials and method of repair utilized to close any open cuts, subject to the Director or his representative's approval.
8. The Permittee shall begin work within 45 working days from the date of application approval, and work must be completed within 60 working days of the application approval. Any construction and/or work not completed by this date shall be grounds to nullify and void this permit. Re-application would then be necessary.
9. The Permittee shall be required upon completion of construction and/or work to notify the Director or his representative for inspection and verification. The construction and/or work shall be inspected prior to being accepted by the City of Westfield as being complete. The Director or his representative shall perform the inspection.
10. Upon the completion of all open street cuts, permanent patches shall be in place no later than 20 working days from the temporary patch inspection date. Any construction work or repair measures utilized to close any open cuts made under this permit that are found to be unsatisfactory shall be corrected within 10 working days by the Permittee. The Permittee shall be responsible to maintain and repair any and all open cuts granted by this permit for a period of one year upon final acceptance, unless the City of Westfield and/or other utilities, contractors or subcontractors or other parties remove, damage, modernize, replace, change any part or portion of the public right-of-way or facility or thereof granted under this permit.
11. Upon completion/acceptance by Director or his representative as builds must be provided (print and CD form) within 30 days of completion.

Signature of Applicant: _____ Title: _____

Printed Name: _____ Date: _____

Company Name: _____ Phone Number: _____

For Office Use Only:

Traffic Control Personnel: YES ☒ NO Uniform Police: YES ☒ NO Number of Personnel Necessary: _____

Steel Plates or other authorized substitute to be used? YES ☒ NO (If yes, refer to #4 above)

Type of materials and methods used to close or repair open cuts shall conform to Attachment A.
If another method has been pre-approved, please list below:

Director/or his representative

Project Manager/when applicable

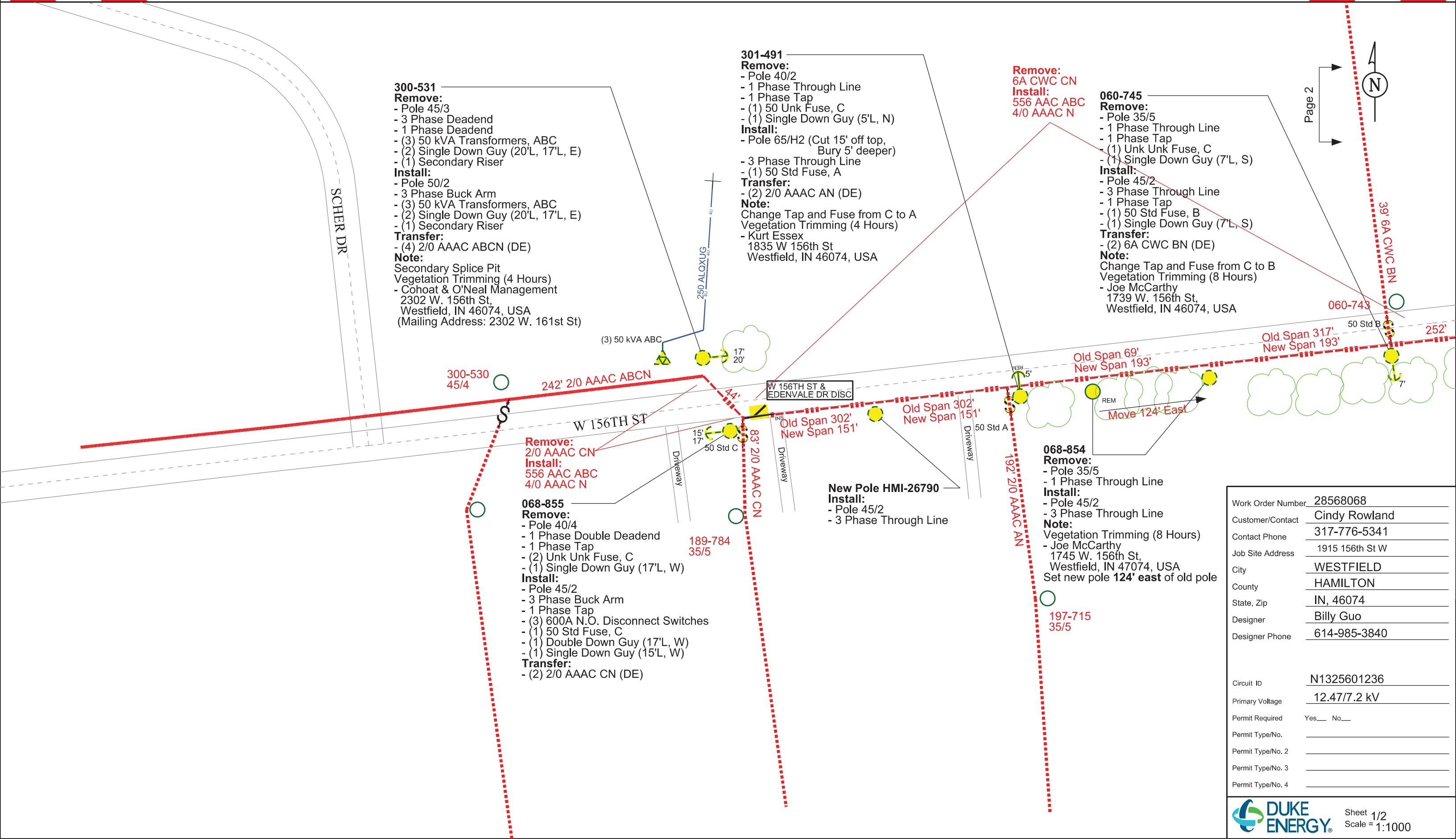
Date Approved



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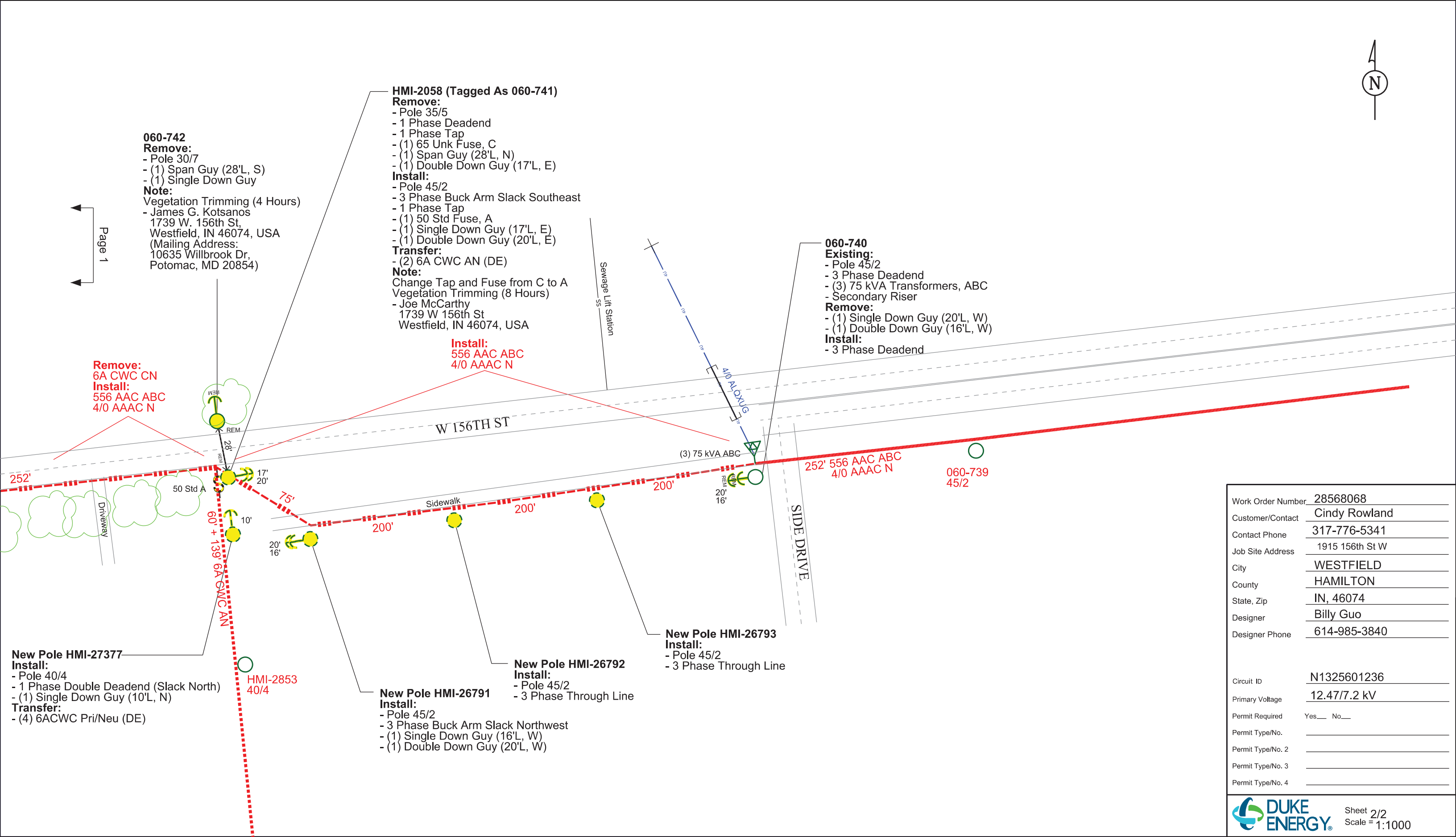
REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Work Order Number	28568068
Customer/Contact	Cindy Rowland
Contact Phone	317-776-5341
Job Site Address	1915 156th St W
City	WESTFIELD
County	HAMILTON
State, Zip	IN, 46074
Designer	Billy Guo
Designer Phone	614-985-3840
Circuit ID	N1325601236
Primary Voltage	12.47/7.2 kV
Permit Required	Yes___ No___
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



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



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Permit Type/No. 3	
Permit Type/No. 4	

Title	Duke Energy
Encroachment Permit Num	2020-166
Builder Contractor	Duke Energy
Sub Builder Contractor	
Address of Work	156th Street
Bldg Permit	
Location of Work	Street
Type of Activity	Other
Encroachment Fee	600
Waived Fee	
Expiration Date	6/18/2020
Notes	 Pat Leuteritz (3/18/2020 7:52 AM): Installation & removal of power poles for upgrade of wire due to more capacity. WO #28568068. See attached prints. Please note: 1-2 Traffic Control Personnel required if traffic/road is stopped/blocked while working.
Type of Construction	Electric
Status	In Progress
Check Num	
Receipt Num	
Paid Date	
Information	THIS PERMIT MUST BE ON-SITE AT ALL TIMES.
Attachments	2020 166 App.pdf 2020 166 Attachment.pdf

Content Type: Item

Version: 1.0

Created at 3/18/2020 7:52 AM by  Pat LeuteritzLast modified at 3/18/2020 7:52 AM by  Pat Leuteritz[Close](#)

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

February 2020

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Westfield Police Department

February 2020

Events by Nature

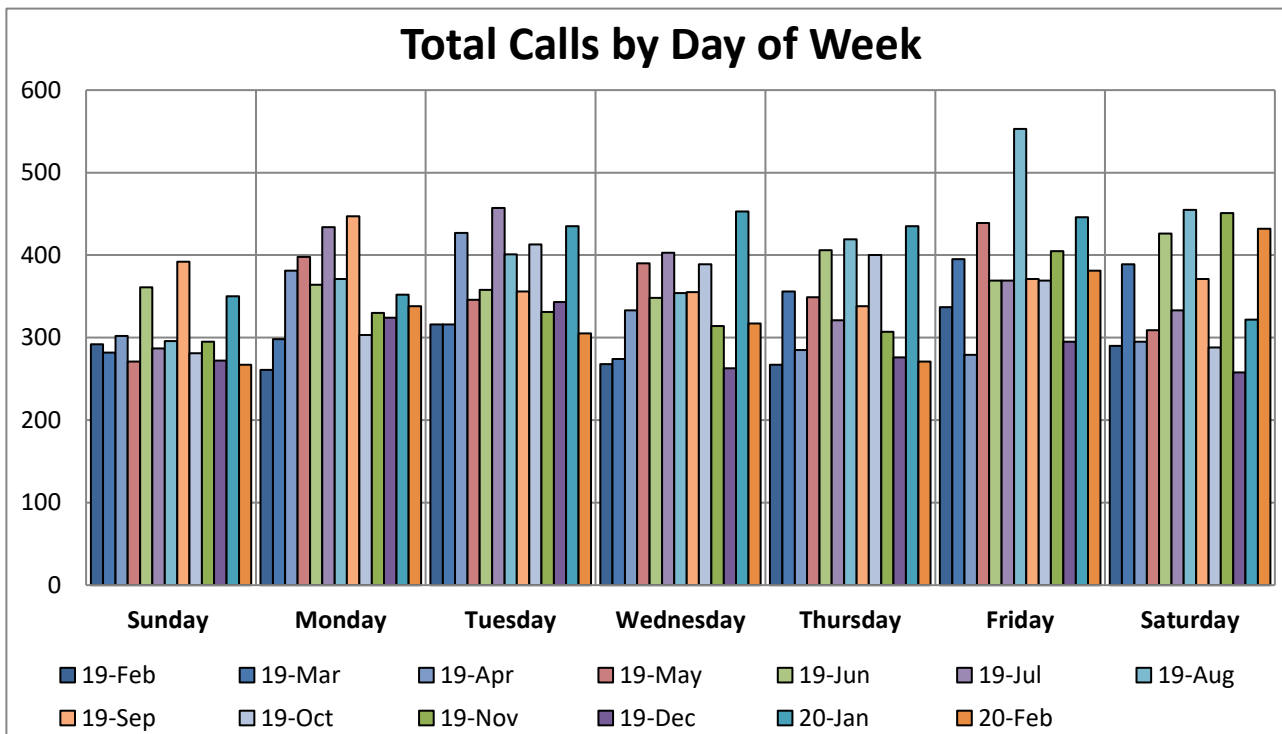
911 Hang Up	25
Abandoned Vehicle	8
Abandonment	0
Abuse / Neglect	3
Accident - Hit & Run PD	7
Accident - Hit & Run PI	0
Accident - Other	0
Accident - Property Damage	56
Accident - Personal Injury	6
Accident - Sinking Vehicle	0
Accident - Unknown	2
Accelerator Stuck	0
Active Assailant	0
Alarm - Other	1
Alarm - Vehicle	1
Alarm - Burglar	112
Alarm - Hold Up	18
Animal Bite / Attack	1
Animal Complaint	31
Assist Fire	28
Assist Other Department	20
Assist Public	13
Battery	7
Bomb Device Found	0
Bomb Threat	0
Burglary	2
Carjacking	0
Case Follow Up	95
Child Seat Inspection	0
Civil Dispute	20
Criminal Mischief	18
Damage to Property	1
Death Investigation	1
Directed Patrol	1
Disturbance	28
Driving Complaint	44
Drug Complaint	3
Drug Lab	0
Escort	0
Fight	1
Firearms Shots Fired	1
Found / Lost Property	6
Found Person	0
Fraud Prescription	0
Fraud / Deception	19
Harassment	19
Intoxicated Person	2

Investigation	11
Juvenile Complaint	8
K9 Detail	6
Kidnapping	0
Lock Out	38
Loud Party	1
Mental Emotional - Violent	3
Mental Person	2
Miscellaneous	15
Missing Person	5
Missing Person - PLS	0
Nuisance	1
Ordinance Misc.	17
Parking Complaint	15
Physical Disturbance	9
Product Contamination	0
Reckless Activity	0
Road Rage	3
Robbery	0
Runaway	4
School Patrol	190
Security Check	4
Sex Offense	1
Shooting	0
Solicitor	1
Special Detail	1
Stabbing	0
Suicide	1
Suspicious Activity	65
Suspicious Package	0
Test	0
Theft	19
Theft - From a Vehicle	7
Theft - of a Vehicle	3
Threat to Life	2
Threatening Suicide	10
Tow Release	0
Traffic Hazard	80
Transport	0
Trespassing	10
Traffic Stop	1114
Unknown Call for Police	0
VIN Check	14
Wanted	0
Warrant Service	4
Weapons Complaint	3
Welfare Check	44
Total	2311

Westfield Police Department
February 2020

Total # of Calls by Day of Week

DAY	19-Feb	19-Mar	19-Apr	19-May	19-Jun	19-Jul	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb
Sunday	292	282	302	271	361	287	296	392	281	295	272	350	267
Monday	261	298	381	398	364	434	371	447	303	330	324	352	338
Tuesday	316	316	427	346	358	457	401	356	413	331	343	435	305
Wednesday	268	274	333	390	348	403	354	355	389	314	263	453	317
Thursday	267	356	285	349	406	321	419	338	400	307	276	435	271
Friday	337	395	279	439	369	369	553	371	369	405	295	446	381
Saturday	290	389	295	309	426	333	455	371	288	451	258	322	432
TOTAL	2031	2310	2302	2502	2632	2604	2849	2630	2443	2433	2031	2793	2311

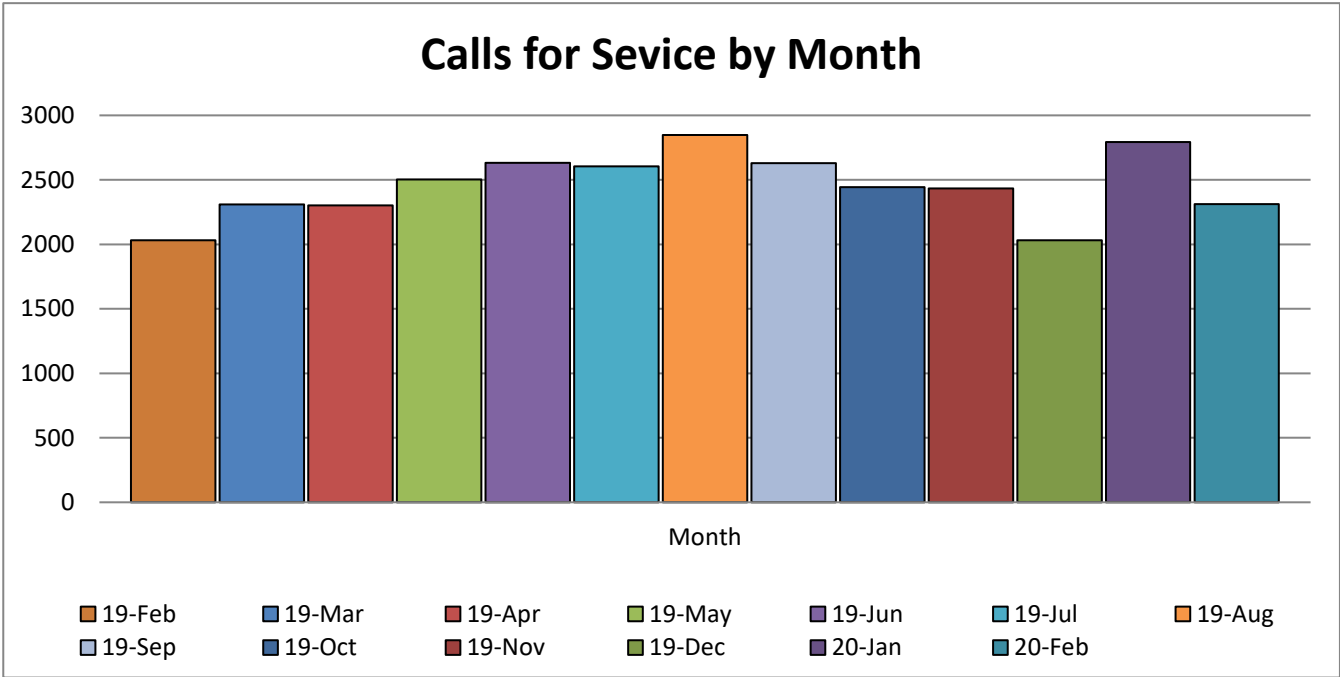


Westfield Police Department
February 2020

Total # of Calls by Hour of Day

HOUR	19-Feb	19-Mar	19-Apr	19-May	19-Jun	19-Jul	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb
0	57	105	85	121	106	99	119	116	93	102	85	97	103
1	51	71	56	85	56	80	73	83	64	55	33	66	71
2	40	45	44	59	45	42	49	59	62	49	33	49	48
3	27	61	38	39	34	39	32	62	58	35	19	48	48
4	26	32	28	18	16	20	25	32	24	26	33	45	41
5	23	25	17	25	22	23	37	40	30	43	42	51	33
6	36	36	36	24	53	57	45	42	42	27	49	35	34
7	57	49	43	84	103	71	116	90	68	77	54	71	69
8	109	111	129	160	181	136	134	128	137	142	104	184	111
9	128	139	158	173	176	160	171	155	155	172	126	185	164
10	133	128	135	155	189	152	165	175	140	144	129	156	130
11	103	96	96	135	108	127	149	132	118	141	123	157	126
12	97	104	87	120	113	127	138	108	105	123	89	141	98
13	111	133	150	120	121	123	148	106	127	131	101	142	117
14	122	118	135	128	131	159	164	126	134	131	94	166	119
15	105	110	117	121	127	131	161	120	124	99	109	165	121
16	84	109	111	131	111	117	148	132	110	99	87	124	100
17	89	106	108	144	134	96	132	109	101	100	79	66	88
18	159	180	174	137	165	182	187	176	155	196	144	176	141
19	148	161	144	121	168	161	159	154	153	171	108	186	153
20	49	89	69	82	86	79	67	90	90	60	76	107	89
21	75	68	94	94	105	120	136	108	103	98	89	95	73
22	104	107	138	109	146	172	152	139	152	100	122	147	121
23	98	127	110	117	136	131	142	148	98	112	103	134	113
TOTAL	2031	2310	2302	2502	2632	2604	2849	2630	2443	2433	2031	2793	2311

Westfield Police Department
February 2020



Westfield Police Department
February 2020

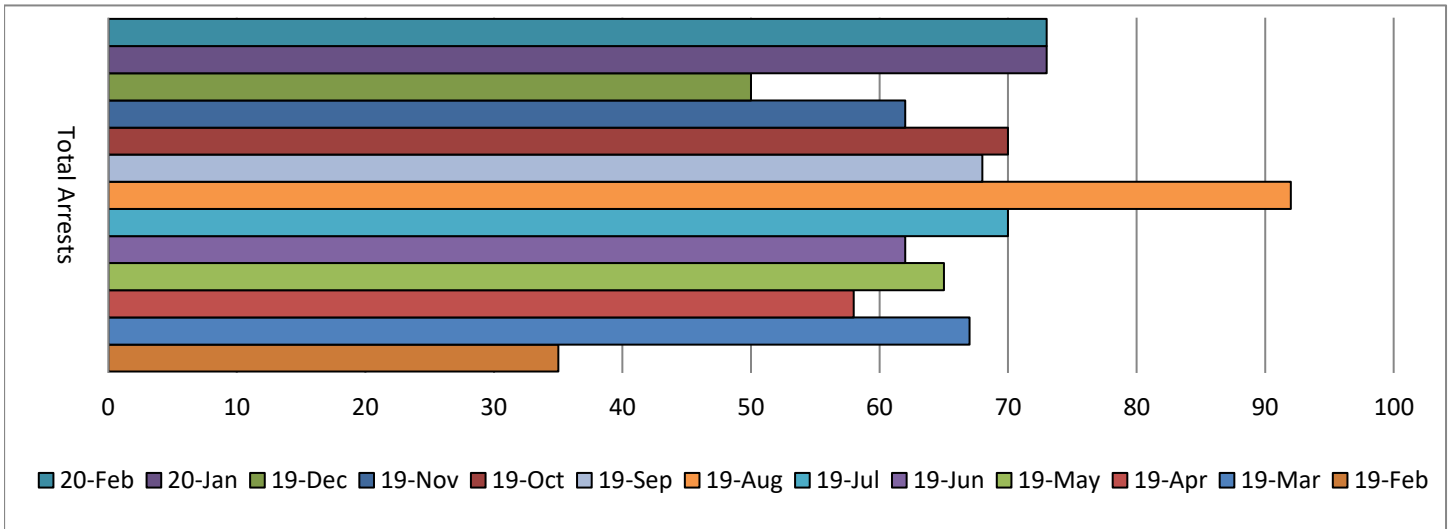
UCR OFFENSES

OFFENSE	19-Feb	19-Mar	19-Apr	19-May	19-Jun	19-Jul	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb
Arson	0	0	0	0	0	0	1	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	2	0	0	2	0	1	0	0	0	0	1	-1	0
Robbery	0	1	2	0	0	0	0	0	0	2	0	0	0
Battery - Aggravated	0	1	0	0	0	0	0	1	0	1	0	0	1
Battery - Simple	12	12	8	13	16	17	11	19	8	11	10	18	22
Burglary	2	2	2	1	0	4	3	0	1	0	0	3	0
Theft	21	30	26	30	20	25	30	24	32	16	26	23	19
Motor Vehicle Theft	0	2	1	0	1	2	1	0	1	1	2	2	0
TOTAL	37	48	39	46	37	49	46	44	42	31	39	45	42

Westfield Police Department

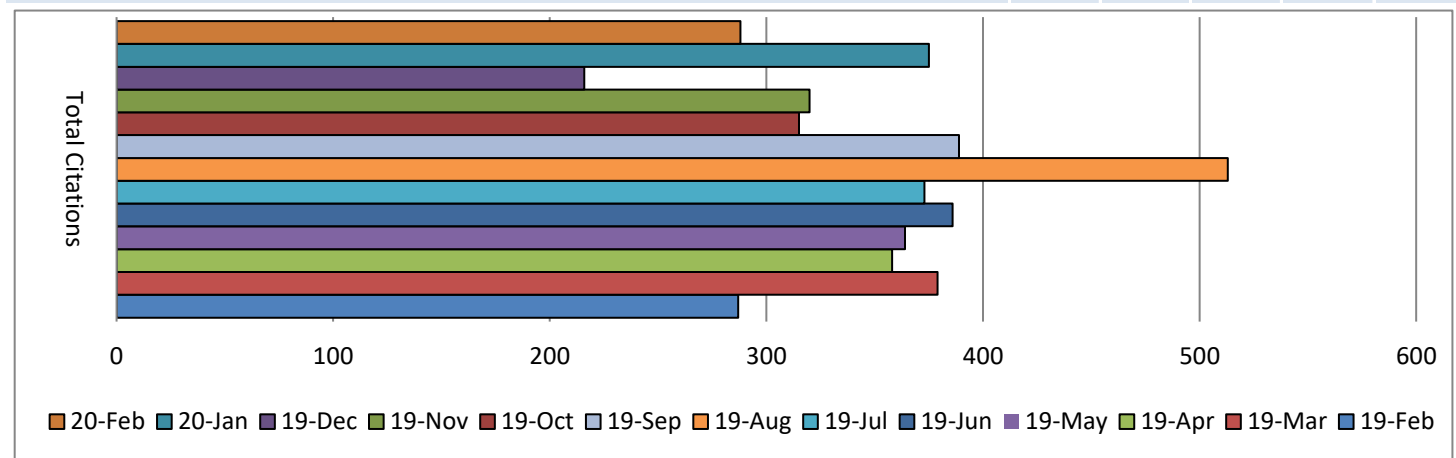
February 2020

Arrest Reports Taken	19-Feb	19-Mar	19-Apr	19-May	19-Jun	19-Jul	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb
Alcohol/ Drug Related	17	20	20	19	28	35	35	27	22	23	18	17	20
Felony Charges	8	35	14	15	11	29	20	31	19	13	12	19	15
Misdemeanor Charges	50	70	75	81	77	89	90	86	82	84	77	63	80
Total Arrests	35	67	58	65	62	70	92	68	70	62	50	73	73



Traffic	19-Feb	19-Mar	19-Apr	19-May	19-Jun	19-Jul	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb
Total Citations	287	379	358	364	386	373	513	389	315	320	216	375	288
Total Written Warning	909	979	976	973	1202	1057	1232	1167	1051	1263	805	1408	1119
Total Traffic Accidents	45	48	46	88	63	69	55	68	47	77	78	53	45
Property Damage	41	39	40	76	52	62	44	62	37	69	72	48	40
Personal Injury	4	9	6	12	11	7	10	6	10	8	6	5	5
Fatality	0	0	0	0	0	0	1	0	0	0	0	0	0
Hit and Run*	3	5	5	2	5	6	2	9	5	5	3	8	3

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

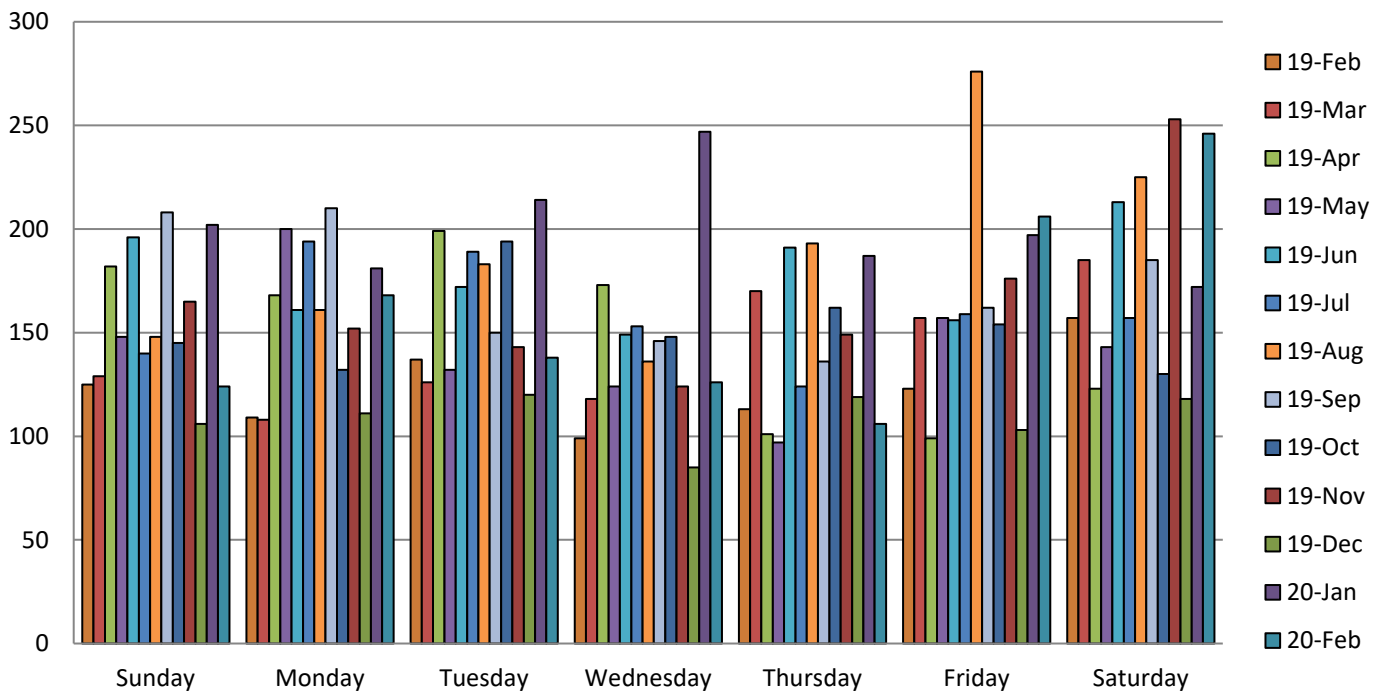


Westfield Police Department
February 2020

Traffic Stops by Day of Week

Day:	19-Feb	19-Mar	19-Apr	19-May	19-Jun	19-Jul	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb
Sunday	125	129	182	148	196	140	148	208	145	165	106	202	124
Monday	109	108	168	200	161	194	161	210	132	152	111	181	168
Tuesday	137	126	199	132	172	189	183	150	194	143	120	214	138
Wednesday	99	118	173	124	149	153	136	146	148	124	85	247	126
Thursday	113	170	101	97	191	124	193	136	162	149	119	187	106
Friday	123	157	99	157	156	159	276	162	154	176	103	197	206
Saturday	157	185	123	143	213	157	225	185	130	253	118	172	246
TOTAL	863	993	1045	1001	1238	1116	1322	1197	1065	1162	762	1400	1114

Total Traffic Stops by Day of Week

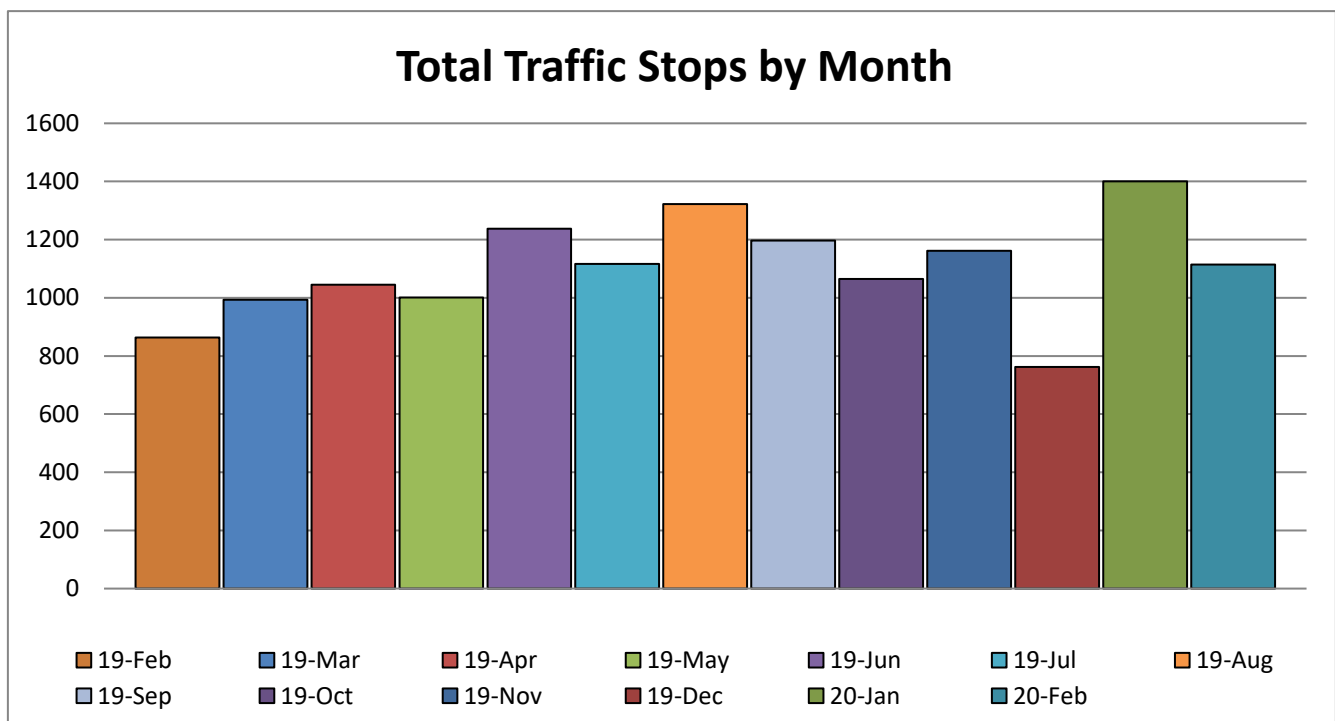


Westfield Police Department
February 2020

Traffic Stops by Hour of the Day

Hour:	19-Feb	19-Mar	19-Apr	19-May	19-Jun	19-Jul	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb
0	37	70	50	83	77	65	73	82	51	48	43	48	55
1	25	44	32	58	32	49	46	53	29	31	20	34	41
2	16	16	24	38	29	21	29	34	30	22	9	18	24
3	10	26	12	18	20	19	14	27	23	11	5	19	21
4	8	6	10	7	3	10	8	17	4	2	4	14	21
5	8	10	7	8	11	9	17	18	10	13	22	26	15
6	15	18	14	9	27	28	26	25	22	8	18	25	15
7	23	19	11	36	48	37	54	40	37	34	11	39	31
8	43	39	61	77	105	71	69	62	75	75	46	86	62
9	54	54	78	82	112	84	71	68	73	90	52	89	88
10	50	50	61	60	104	72	76	72	59	74	52	70	63
11	26	33	37	40	36	45	60	40	50	68	44	77	59
12	29	31	33	29	28	37	59	31	45	41	25	53	40
13	34	47	55	27	41	34	55	27	43	48	23	50	49
14	40	44	50	38	51	41	73	43	49	58	26	84	57
15	33	29	42	31	38	49	69	44	47	45	30	82	47
16	28	38	30	43	25	26	55	36	25	29	21	58	28
17	13	26	30	31	25	17	28	16	21	20	16	12	19
18	99	109	96	53	76	86	81	85	72	112	70	108	74
19	80	76	81	38	101	77	76	81	83	119	54	123	92
20	24	30	19	19	22	14	16	30	25	19	21	58	40
21	30	22	50	39	45	48	63	61	49	52	31	54	29
22	69	64	91	62	86	96	98	91	81	61	66	85	67
23	69	92	71	75	96	81	106	114	62	82	53	88	77
TOTAL	863	993	1045	1001	1238	1116	1322	1197	1065	1162	762	1400	1114

Westfield Police Department
February 2020



Westfield Police Department
February 2020

Community Events

2/23/20	National Charity League for 7th Grade Girls
2/27/20	Blood Drive

Westfield Police Department
February 2020

Training

2/3/07	Basic SRO
2/3/06	Department Physical Tactics & Taser Recertification
2/6/20	Monthly K9
2/12/20	Incident Based Reporting Webinar
2/17/20	Department Firearms - Night Fire
2/20/20	Critical Incident
2/27/20	Estate Planning 101

ENCROACHMENT PERMIT APPLICATION

- The applicant named below requests permission to encroach on the following public right-of-way, street, sidewalk, alley or other public space at the location described below.
- Applicant shall submit one original application, with plans attached, either in person or by mail.
- No verbal transmissions will be accepted. Fax transmissions will only be accepted at the approval of the Director.
- CASH OR CHECK PAYMENTS ONLY;** No credit cards accepted. Please call 317-804-3171 with any questions or to purchase an Encroachment Standards Ordinance.

For Office Use Only

Permit Number _____
Expires _____
Permit Fee \$100.00
Fee Waived _____

Application Date: 3/18/2020 Estimated Completion Date: 3/27/2020
Work Address: 15410 Shelbourne Rd. Subdivision: _____

Name of Contractor/Utility: Boone Remc
Address: 1207 Indianapolis Ave
City: Lebanon State: IN Zip: 46052
Phone: (765)-483-3340 Fax: 765-482-1048
Email: jwilhoite@bremc.com

Name of Sub-Contractor: Helebo Trenching Inc.
Address: 689 White Ash Trail
City: Mooresville State: IN Zip: 46158
Phone: (317) 710-2735 Fax: _____
Email: _____

LOCATION: ☒ Street ☐ Alley ☐ Sidewalk ☐ Shoulder/Berm IUPPS Number: _____

TYPE: ☐ Cut ☒ Bore ☐ Trench ☐ Other ☐ New Construction ☐ Existing Construction
☐ Water ☐ Gas ☒ Electric ☐ Phone ☐ CATV ☐ Sewer ☐ Irrigation

Please describe proposed work: Installing Electric Power pole & boring under road for new Minor plat Subdivision (Copper Beech Farms)

**Please contact Carlton Summe at 317-460-9670 24 hours prior to pouring concrete.*

SIZE OF STREET OR RIGHT-OF-WAY CUT

Traffic Lanes: Length: _____ Width: _____ Depth Within Lanes: _____

Sidewalk: Length: _____ Width: _____ Depth Within Sidewalk: _____

Type of Surface: ☐ Concrete ☐ Asphalt ☐ Asphalt Over Concrete ☐ Asphalt Over Brick ☐ Gravel-Dirt ☐ Brick

TRAFFIC PORTION AFFECTED BY PERMIT

Width: 10' Length: 50 # of Lanes: 1 # of Lanes to be Closed: 1 # of Hours Closed: 4

Vehicles/equipment left on site unattended? ☐ Yes ☒ No Unattended for: _____ weekdays _____ weekends

TERMS AND CONDITIONS FOR ENCROACHMENT PERMIT

1. It is understood that any permit by virtue of this request is revocable at the pleasure of the City of Westfield and that the same shall be voided if the following terms and conditions are not fulfilled by the Permittee. The Permittee hereby agrees to observe all requirements of the Encroachment Standard Ordinance and comply with the conditions set forth by the MUTCD Rulings and Revisions.
2. The undersigned shall notify the Director or his representative a minimum of 72 hours prior to the time that work is to be performed. The undersigned will furnish placards identifying equipment, flashers, barricades and/or other warning devices at the construction site. When two-way traffic is confined to one lane, flagging personnel shall be required. Permittee must follow Chapter XVII of Title 29, Code of Federal Regulation, Part 1926 known as Safety & Health Regulation for Construction.
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7. The Permittee shall stipulate the type of materials and method of repair utilized to close any open cuts, subject to the Director or his representative's approval.
8. The Permittee shall begin work within 45 working days from the date of application approval, and work must be completed within 60 working days of the application approval. Any construction and/or work not completed by this date shall be grounds to nullify and void this permit. Re-application would then be necessary.
9. The Permittee shall be required upon completion of construction and/or work to notify the Director or his representative for inspection and verification. The construction and/or work shall be inspected prior to being accepted by the City of Westfield as being complete. The Director or his representative shall perform the inspection.
10. Upon the completion of all open street cuts, permanent patches shall be in place no later than 20 working days from the temporary patch inspection date. Any construction work or repair measures utilized to close any open cuts made under this permit that are found to be unsatisfactory shall be corrected within 10 working days by the Permittee. The Permittee shall be responsible to maintain and repair any and all open cuts granted by this permit for a period of one year upon final acceptance, unless the City of Westfield and/or other utilities, contractors or subcontractors or other parties remove, damage, modernize, replace, change any part or portion of the public right-of-way or facility or thereof granted under this permit.
11. Upon completion/acceptance by Director or his representative as builds must be provided (print and CD form) within 30 days of completion.

Signature of Applicant: 

Title: Staking Technician

Printed Name: Jesse Wilhoite

Date: 3/17/2020

Company Name: Boone Remc

Phone Number: (765)483-3340

For Office Use Only:

Traffic Control Personnel: YES NO Uniform Police: YES NO Number of Personnel Necessary: _____

Steel Plates or other authorized substitute to be used? YES NO (If yes, refer to #4 above)

Type of materials and methods used to close or repair open cuts shall conform to Attachment A.
If another method has been pre-approved, please list below:

Director/or his representative

Project Manager/when applicable

Date Approved



SHELBORNE RD

**15410 SHELBOURNE RD.
WESTFIELD**

0500
DAVID D COMBS
M

BC-5P 2

BCI
5P
33

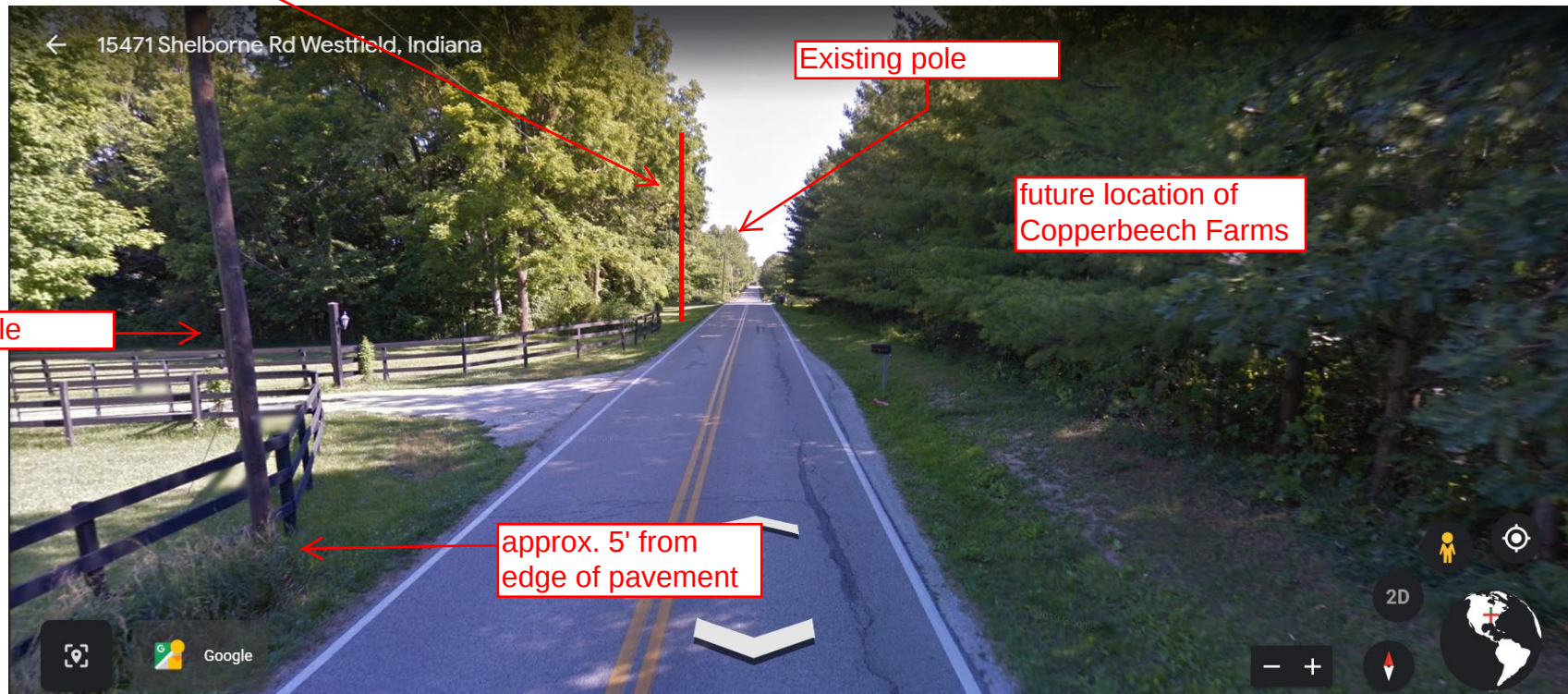
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Boone County REMC

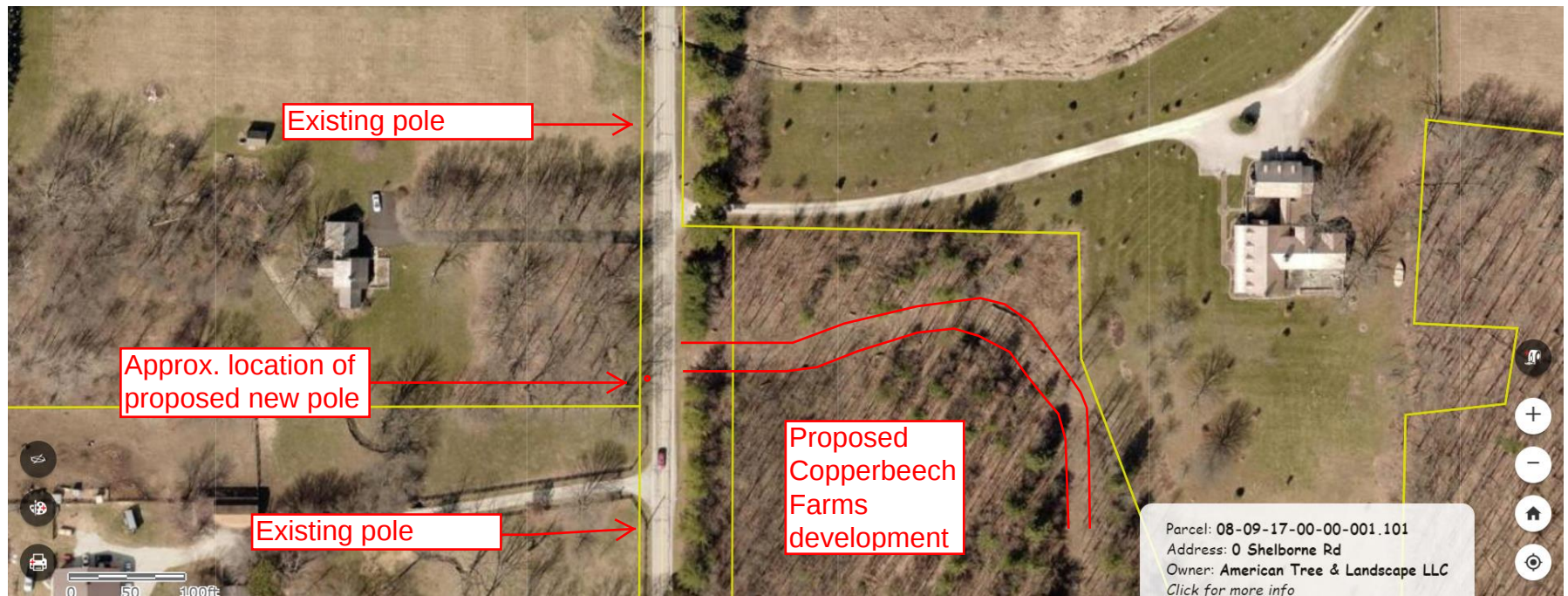
New Electric Pole Proposal

Shelborne Road

New electric pole being proposed mid-span off which to bring UG electric across Shelborne Road to serve proposed Copperbeech Farms residential development



Aerial Map View





March 25, 2020

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:

- Pulte Homes of Indiana, Bent Creek, Section 3, Bond #SU1162768; \$237,113.00, ROW Construction
- Pulte Homes of Indiana, Westchester, Section 2, Bond #SU1162769; \$184,078.27, Erosion Control
- Alt Construction Grassy Branch Marketplace, Lot 3, Bond #INC61083, \$55,046.24, Storm Sewer
- Alt Construction Grassy Branch Marketplace, Lot 3, Bond #INC61084, \$21,392.05, Erosion Control
- Alt Construction Grassy Branch Marketplace, Lot 3, Bond #INC61085, \$183,370.00, Pavement
- Alt Construction Grassy Branch Marketplace, Lot 3, Bond #INC61086, \$46,434.30, Concrete Sidewalk
- Alt Construction Grassy Branch Marketplace, Lot 3, Bond #INC61087, \$4,494.60, ROW Improvements
- Platinum Properties Management Company, Lancaster, Section 1, Bond #3151981, \$88,660.00, Erosion Control
- Platinum Properties Management Company, Lancaster, Section 1, Bond #3151982, \$120,318.00, Road & Street Paving – Spring Mill Road (ROW Paving)
- Lennar Homes of Indiana, Coventry, Section 4, Bond #1081817, \$30,079.00, Erosion Control
- Structure Tone Southwest, LLC, Abbott – Project Heartland, Bond #107176924, \$450,890.00, Streets/Curbs, Storm Sewer, Sidewalk, & Erosion Control

Performance Bond Release

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

- ☐ Beazer Homes of IN, West Rail at the Station, Section 1, Bond #60121236, \$7,370.00, Common Area Sidewalks

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:

- ☐ Beazer Homes of IN, West Rail at the Station, Phase 1, Bond #60137621, 670.00, Common Area Sidewalks

Maintenance Bond Release

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

- Windsor Estates of Westfield, Bond #1145181, \$24,405.09, Storm Sewers
- Windsor Estates of Westfield, Bond #1145182, \$448.03, Sidewalks
- Windsor Estates of Westfield, Bond #1145179, \$4,306.62, Trails
- Windsor Estates of Westfield, Bond #1145180, \$4,218.54, Erosion Control

Cash In Lieu

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Cash In Lieu & Development Agreement for the requested developments:

- ☐ NONE

Letter of Credit

The Westfield Public Works Department is recommending that the Board of Public Works and Safety release the following Letter of Credit for the requested developments:

- ☐ NONE

