



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda_03_22_2023

Wednesday, March 22, 2023 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, March 22, 2023 at 01:00 PM

MEETING PLACE: Westfield City Hall- Assembly 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:

Minutes – February 22, 2023

Documents: [Minutes - February 22, 2023](#)

Bid Approval

NONE

Contracts/Agreements

Action Item #2:

Signing Authority: 2023 Striping Project

Documents: [2023 Striping Signing Authority](#)

Action Item #3:

Signing Authority: 2023 Concrete Street Patching

Documents: [2023 Concrete Street Patching Signing Authority](#)

Action Item #4:

Villa Licci, Inc. & City of Westfield – Dedication of Public Right of Way

Documents: [Dedication of Public ROW](#)

Action Item #5:

City of Westfield & Baumgartner Asphalt – Goods & Services Contract – 2023 Resurfacing Project

Documents: [2023 Resurfacing Project Contract](#)

Action Item #6:

City of Westfield & Morphe Construction – Goods & Services Contract – 196th Street Road Reconstruction

Documents: [196th Street Reconstruction Contract](#)

Permit Approval

Action Item #7:

Encroachment Permit Application – Duke Energy – 17701 Springmill Road

Documents: [Encroachment Application](#) | [Duke Print](#)

Consent Agenda

March Bond Information

Documents: [March Bond List](#)

Department Reports

Fire

Documents: [WFD - February Report](#)

Police

Documents: [WPD - February Report](#) | [WPD - 2022 Year End Report](#)

Public Works

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY February 23, 2023

The Westfield Board of Public Works and Safety met on January 25, 2023, in the Westfield City Hall Assembly Room. Present were, Jim Ake, Larry Clarino, Mayor Cook, and Kim Strang. Chou-il Lee attended virtually.

Jim Ake called the meeting to order at 1:00 PM

CHANGES IN AGENDA

Election of Council President- Larry Clarino nominated Jim Ake as president of BPW. Mayor Cook seconded. Vote: Yes-3; No-0. Motion carries.

Mayor Cook made a motion to nominate Larry Clarino as Vice President. Jim Ake seconded. Vote: Yes-3; No-0. Motion carries.

AGENDA ITEMS:

Action Item #1: Approval of Minutes from December 21, 2022

Larry Clarino made the motion to approve the minutes. Mayor Cook seconded. Vote: Yes-3; No-0. Motion carries.

CONTRACTS/AGREEMENTS

Action Item #2: Approval to Acquire Excess Right-of-Way from INDOT

Johnathon Nail is requesting approval for the city to purchase excess ROA (0.03 acres) for a not to exceed of \$19,500, excluding misc. closing costs. The parcel is desirable to the city in helping with the Westfield Blvd. project.

Mayor Cook made a motion to approve the ROA agreement. Larry Clarino seconded. Vote: Yes-3; No-0. Motion carries.

Action Item #3: City of Westfield and H&N Outdoor Services-Low Profile Landscape Maintenance Contract

Chris McConnell stated this is an addendum to the city's contract with H&N (January 26, 2022) adding mowing services to eight additional low-profile sites. The increased amount of the contract would be \$77,630.00, making the contract total \$192,677.50.

Larry Clarino made the motion to approve the contract as written. Jim Ake seconded. Vote: Yes-3; No-0. Motion carries.

Action Item #4: City of Westfield & GAI Consultants, LLC-Professional Engineering Services-Cherry Street Bridge Preliminary Scope and Design Proposal

Johnathon Nail presented stating this is for preliminary scope and design services to replace the bridge over Cherry Street to Grassy Branch. The cost of the services totals \$46,600.

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

Action Item #5: City of Westfield & Esler Properties, LLC-Settlement Agreement & Release

Johnathon Nail stated this agreement would resolve any remaining claims and dismiss the litigation between Esler Properties LLC and the City of Westfield. The agreement states the city is to pay Esler \$1500.

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

Action Item #6: City of Westfield & INDOT-Grant Agreement-Community Crossing Matching Grant

Michael Pearce stated the purpose of the agreement is to enable the State to award the Local Road and Bridge Matching Grant in the amount of \$1,000,000 to the city. The usage of the funds shall provide services in conformance with the grant agreement. The city plans to use the money on pavement replacement of various streets throughout the city.

Mayor Cook made the motion to approve the grant agreement. Larry Clarino seconded.
Vote: Yes-3; No-0. Motion carries.

Action Item #7: City of Westfield & Johannigman Excavating-Goods and Services Contract-161st Street Drainage Project

Michael Pearce stated this contract is for drainage improvements on 161st St. between Oak Rd. and Carey Road. The project includes excavation, pipe installation, pavement patching, and seeding. There were 13 bidders on the project with Johannigman being awarded the contract for \$178,625.00.

Mayor Cook made the motion to approve the contract. Larry Clarino seconded.
Vote: Yes-3; No-0. Motion carries.

Action Item #8: City of Westfield & Case Concepts, LLC- Ultimate Canine-Developer Agreement

Michael Pearce stated that the developer had proposed to construct a canine training facility (by appointment only, with a small number of dogs) with access off Eagletown Rd. The city's UDO and construction standards, require the developer to construct an acceleration and deceleration lane and passing blister at the project driveway. It also requires that Eagletown Road be resurfaced approx. 50' past the end of each taper. The city has agreed not to require these items due to the low traffic impact and the difficulty in constructing the improvements, providing the developer contributes \$98,899 to the Road Impact Fee Fund.

Mayor Cook made a motion to approve the agreement. Larry Clarino seconded.
Vote: Yes-3; No-0. Motion carries.

Action Item #9: City of Westfield & American Structurepoint- SR 32 Design-Supplemental #2

Johnathan Nail stated this outlines additional scope which is above and beyond the original contract. The main additions are streetscape coordination, lighting design, retaining wall design, ground-mounted signs, and utility coordination. The additional scope of work adds \$126,200 to the project.

Jim Ake made the motion to approve action item #9. Larry Clarino seconded.
Vote: Yes-3; No-0. Motion carries.

Action Item #10: City of Westfield & Lochmueller Group-191st Street (Tomlinson to Grand Park Blvd) Design

Johnathon Nail presented stating this proposal provides the professional services required to complete the Plan Development for the proposed 191st Street widening project from Grand Park Blvd. and to connect to the existing roundabout at Tomlinson Road. The proposal covers all design services, right-of-way constraints, stormwater drainage areas, and or permitting impacts. The cost is \$763,000.

Larry Clarino made the motion to approve action item #10 as presented. Jim Ake seconded.
Vote: Yes-3; No-0. Motion carries.

Action Item #11: City of Westfield & CCD Ackerson-Ackerson Farms Road Impact Fee Credit Agreement

Johnathon Nail stated the developer of the Midland Subdivision (403 single-family and, 135 townhomes) desires to construct road improvements associated with the project in exchange for road impact fee credits. The developer will donate the property of said improvements to the City after the construction, at no charge to the city.

Mayor made the motion to approve the Road Impact Fee Credit Agreement. Larry Clarino seconded. Vote: Yes-3; No-0. Motion carries.

Action Item #12: City of Westfield & CCD Ackerson-Ackerson Farms Park Impact Fee Credit Agreement

Johnathon Nail stated that this agreement applies to the same developer/subdivision as above (Midland Subdivision). The developer desires to construct a portion of the Midland Trail through the development and wishes to receive park impact fee credits to offset the cost associated with constructing the trail. The parts of the trail outside of a street right away, the developer will dedicate the trail corridor and adjacent real estate to the city at no cost.

Jim Ake made the motion to approve the Park Impact Fee Credit Agreement. Larry Clarino seconded. Vote: Yes-3; No-0. Motion carries.

Action Item #13: City of Westfield & Resolution Group-On Call Contract-Amendment 1

Wes Rood stated the amendment adds additional compensation to the original agreement to complete the requested inspection services. The scope of work involves stormwater construction site inspections and the associated documentation for up to 2 rounds of inspections for up to 60 sites. Sites will be inspected twice once in the spring of 2023 and once in the fall of 2023.

Larry Clarino made the motion to approve amendment 1 of the on-call contract. Mayor Cook seconded. Vote: Yes-3-No-0. Motion carries.

Action Item #14: City of Westfield & Puddle Jumpers/HWC Engineering-Maintenance Contract-Stormwater Program 2023

Wes Rood stated this is the annual contract for land management services (wet-dry basins, and roadside ditches). SR 32 & Ditch Rd. was added to this year's contract. The project has a not to exceed of \$55,875.

Mayor Cook made the motion to approve the contract pending legal review & revisions. Jim Ake seconded. Vote: Yes-3; No-0. Motion carries.

PERMIT APPROVAL

Action Item #15: Encroachment Permit-Duke Energy-231 E. 161st Street

Adam Essex presented stating that Community Bible Church is expanding and needs a new turn lane. To accommodate the turn lane 2 poles along 161st Street will be removed and placed closer to the church and 2 new poles will be added.

Larry Clarino made the motion to approve the encroachment permit. Mayor Cook seconded. Vote: Yes-3; No-0. Motion carries.

CONSENT AGENDA:

Conflict of Interest Disclosure Statement-Song Kang

January Bond Information

February Bond Information

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

DEPARTMENT REPORTS:

Fire- Chief Gaylor

Police- Jim Lilly

Public Works- Chou-il Lee stated that right-of-way acquisition on a small portion of the BMO Harris bank property would be required as part of the Jersey Street road project. Taft Law has a partner who does work for BMO Harris. BMO Harris has agreed that Taft working on behalf of the City of Westfield is not a conflict of interest. Chou-il asked the Board of Public Works to grant Johnathon Nail signing authority to similarly agree that Taft's relationship with BMO Harris is not a conflict of interest in the R/W Acquisition on the project.

The board agreed to grant Johnathon the signing authority.

Johnathon Nail gave an update from the department.

Larry Clarino made the motion to adjourn. Jim Ake seconded.
The meeting was adjourned at 2:27 PM

Deputy Clerk-Treasurer

Board of Public Works and Safety

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

February 2023

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Westfield Police Department

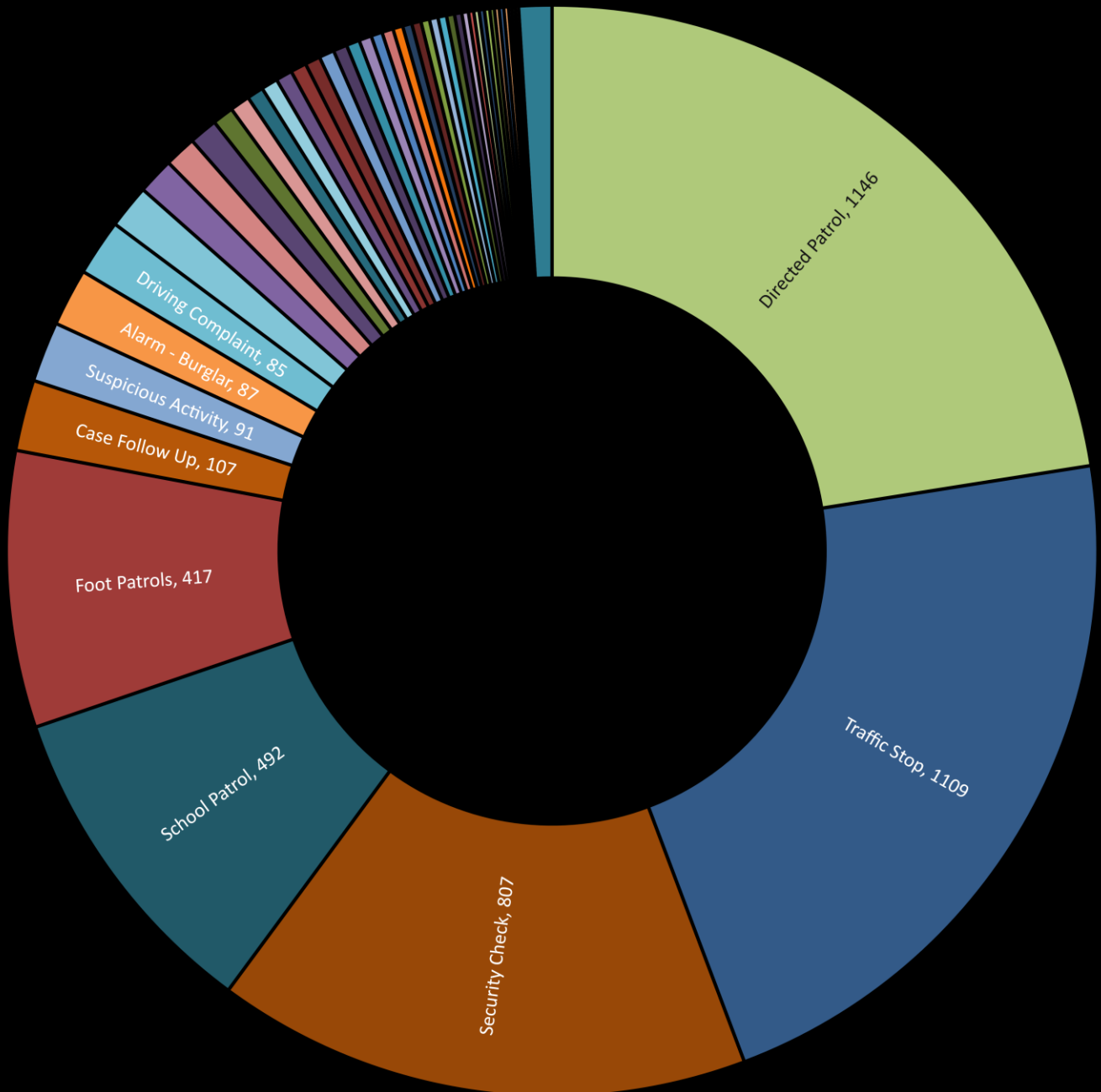
February 2023

Events by Nature

Incident Type	Count	Incident Type Cont.	Count Cont.
911 Hang Up	17	Investigative Stop	2
Abandoned Vehicle	8	Juvenile Complaint	13
Abandonment	1	K9 Detail	0
Abuse / Neglect	1	Kidnapping	0
Accident - Hit & Run PD	8	Lock Out	30
Accident - Hit & Run PI	0	Loud Party	2
Accident - Other	2	Mental Emotional - Violent	8
Accident - Property Damage	55	Mental Emotial/Suicide Attempt	0
Accident - Personal Injury	13	Mental Person	10
Accident - Sinking Vehicle	0	Miscellaneous	25
Accident - Unknown	2	Missing Person	2
Accelerator Stuck	0	Missing Person - PLS	0
Active Assailant	0	New Call	0
Alarm - Other	4	Nuisance	5
Alarm - Vehicle	0	Ordinance Misc.	14
Alarm - Burglar	87	Parking Complaint	14
Alarm - Hold Up	8	Physical Disturbance	12
Animal Bite / Attack	1	Product Contamination	0
Animal Complaint	23	Reckless Activity	0
Assist Fire	32	Road Rage	11
Assist Other Department	21	Robbery	1
Assist Public	25	Runaway	3
Battery	3	School Patrol	492
Bike Patrol	0	Security Check	807
Bomb Device Found	0	Sex Offense	4
Bomb Threat	0	Shooting	0
Burglary	0	Solicitor	1
Carjacking	0	Special Detail	1
Case Follow Up	107	Stabbing	0
Child Seat Inspection	0	Suicide	0
Civil Dispute	23	Suspicious Activity	91
Criminal Mischief	17	Suspicious Package	0
Damage to Property	1	Suspicious Person	0
Death Investigation	1	Test	0
Directed Patrol	1146	Theft	48
Disturbance	19	Theft - From a Vehicle	4
Domestic	0	Theft - of a Vehicle	2
Driving Complaint	85	Theft Shoplifter	0
Drug Complaint	7	Threat to Life	5
Drug Lab	0	Threatening Suicide	5
Escort	1	Tow Release	0
Fail to Return Comm Corrections	0	Traffic Hazard	66
Fight	2	Transport	3
Firearms Shots Fired	7	Trespassing	7
Foot Patrols	417	Traffic Stop	1109
Found / Lost Property	13	Unknown Call for Police	1
Found Person	1	VIN Check	24
Fraud Prescription	0	Wanted	1
Fraud / Deception	25	Warrant Service	7
Harassment	20	Weapons Complaint	0
Intoxicated Person	3	Welfare Check	43
Investigation	15	Total	5094

Westfield Police Department
February 2023

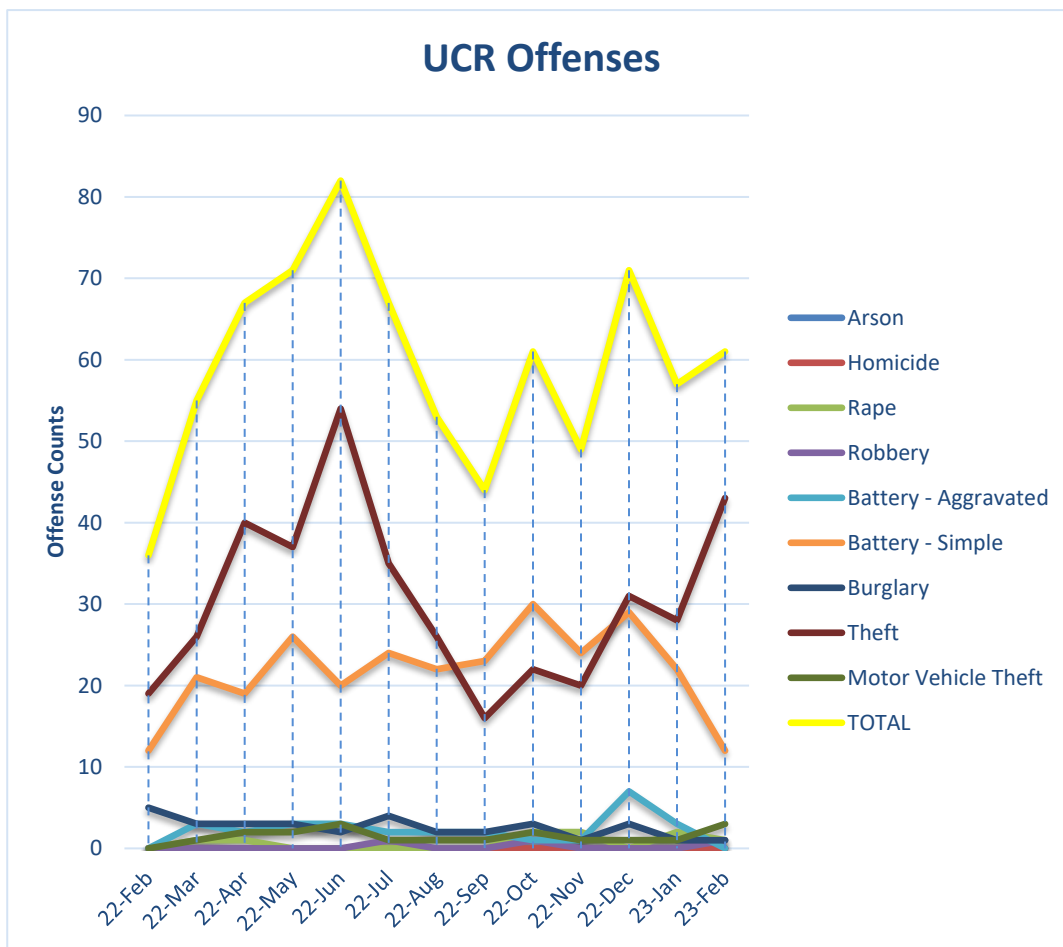
Monthly Events by Incident Type
February 2022



Westfield Police Department
February 2023

UCR OFFENSES

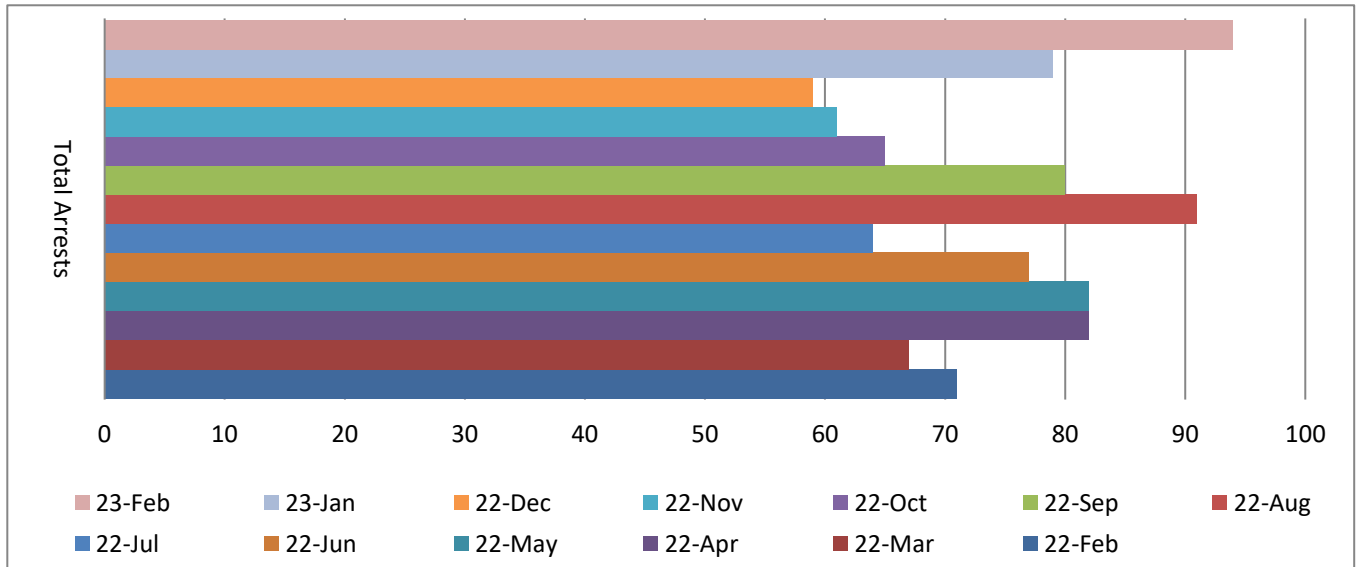
OFFENSE	22-Feb	22-Mar	22-Apr	22-May	22-Jun	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov	22-Dec	23-Jan	23-Feb
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	1	1	0	0	0	0	0	2	2	0	2	1
Robbery	0	0	0	0	0	1	0	0	1	0	0	0	1
Battery - Aggravated	0	3	2	3	3	2	2	2	1	1	7	3	0
Battery - Simple	12	21	19	26	20	24	22	23	30	24	29	22	12
Burglary	5	3	3	3	2	4	2	2	3	1	3	1	1
Theft	19	26	40	37	54	35	26	16	22	20	31	28	43
Motor Vehicle Theft	0	1	2	2	3	1	1	1	2	1	1	1	3
TOTAL	36	55	67	71	82	67	53	44	61	49	71	57	61



Westfield Police Department

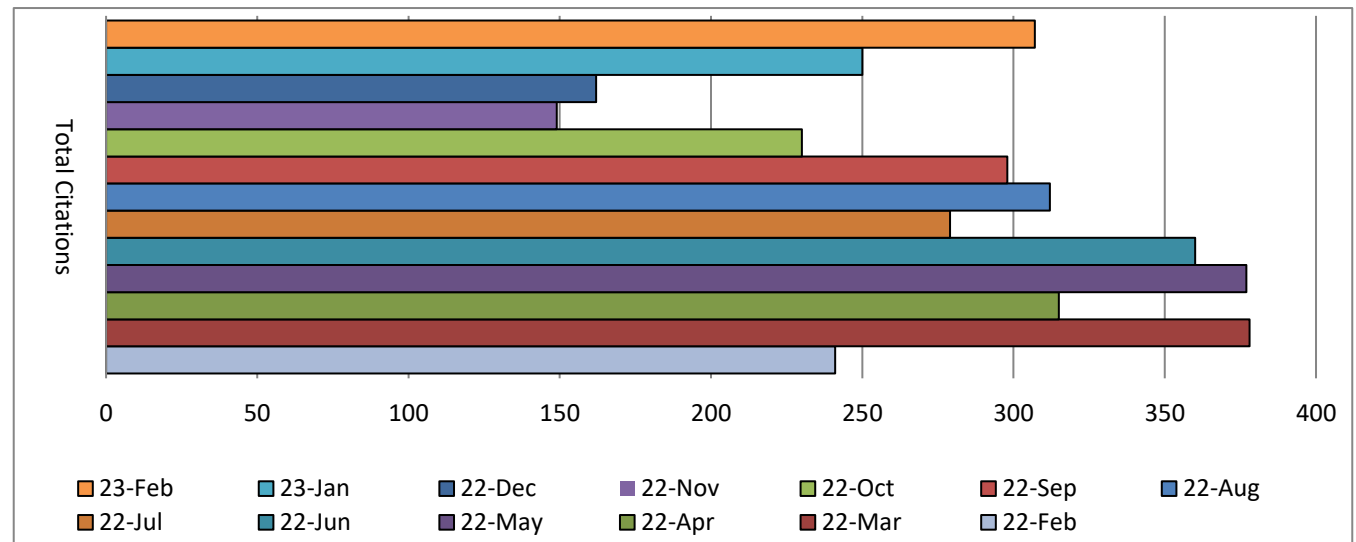
February 2023

Arrest Reports Taken	22-Feb	22-Mar	22-Apr	22-May	22-Jun	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov	22-Dec	23-Jan	23-Feb
Alcohol/ Drug Related	33	26	28	36	39	22	35	28	21	23	20	27	16
Felony Charges	25	24	31	46	41	37	60	37	20	31	26	28	10
Misdemeanor Charges	92	80	95	99	100	68	114	101	85	83	65	98	82
Total Arrests	71	67	82	82	77	64	91	80	65	61	59	79	94



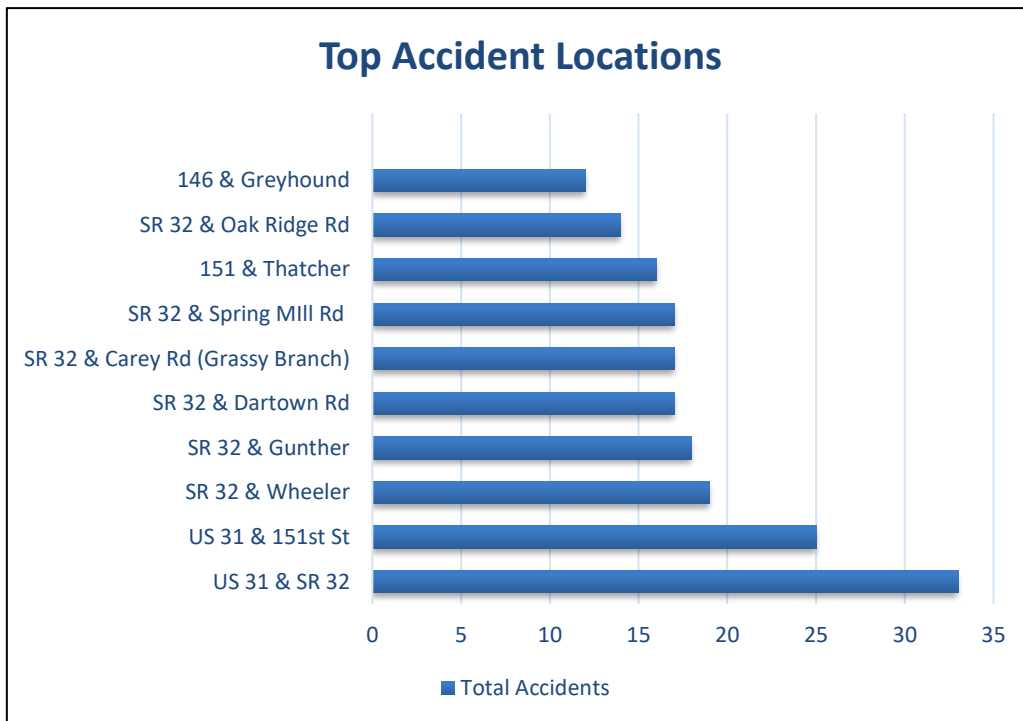
Traffic	22-Feb	22-Mar	22-Apr	22-May	22-Jun	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov	22-Dec	23-Jan	23-Feb
Total Citations	241	378	315	377	360	279	312	298	230	149	162	250	307
Total Written Warning	1225	1476	1178	1309	1218	1090	1442	1264	977	889	781	1130	1000
Total Traffic Accidents	81	62	61	63	96	76	84	71	94	65	77	67	54
Property Damage	68	55	53	55	88	70	69	62	82	58	64	60	43
Personal Injury	13	7	8	8	8	6	15	9	12	7	13	7	10
Fatality	0	0	0	0	0	0	0	0	0	0	0	0	1
Hit and Run*	10	7	6	4	14	9	5	7	8	10	8	10	6

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



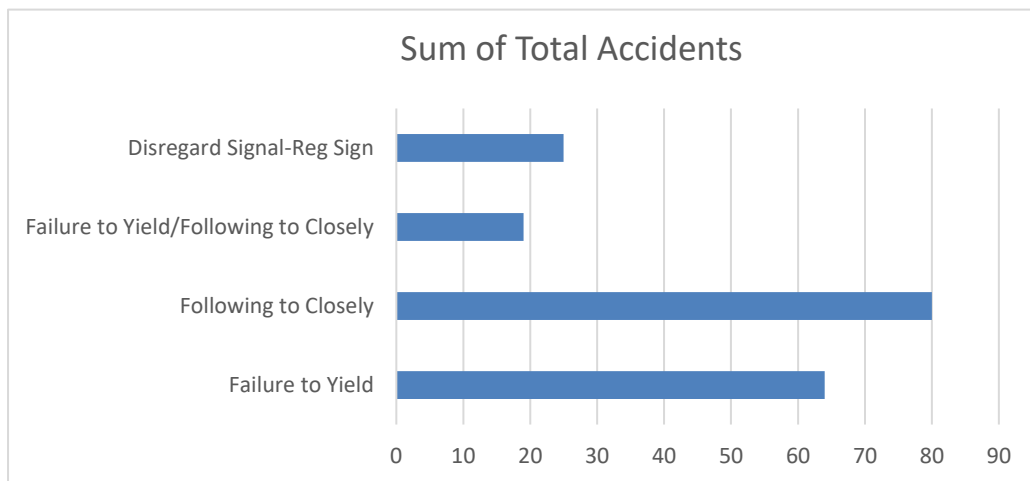
Westfield Police Department
February 2023

Top Accident Locations		
Accident Location	Total Accidents	Primary Cause
US 31 & SR 32	33	Following too Closely
US 31 & 151st St	25	Disregard Signal-Reg Sign
SR 32 & Wheeler	19	Failure to Yield/Following too Closely
SR 32 & Gunther	18	Following too Closely
SR 32 & Dartown Rd	17	Failure to Yield
SR 32 & Carey Rd (Grassy Branch)	17	Failure to Yield
SR 32 & Spring Mill Rd	17	Following too Closely
151 & Thatcher	16	Failure to Yield
SR 32 & Oak Ridge Rd	14	Failure to Yield
146 & Greyhound	12	Following too Closely



Westfield Police Department
February 2023

Primary Cause	Sum of Total Accidents
Failure to Yield	64
Following to Closely	80
Failure to Yield/Following to Closely	19
Disregard Signal-Reg Sign	25



Westfield Police Department
February 2023

Community Events

2/8/23	"Famous Flippers" at Student Impact
2/10/23	Girl Scout Meeting
2/13/23	Roll Call visit at Tim's Shooting Academy

Year End 2022

Department Snapshot

- ▶ 75 Team Members
 - 69 Sworn Officers
 - 6 Civilians
- ▶ 3 – K9s:
 - 2 Narcotic
 - 1 Explosive Detection
- ▶ ESU Team
- ▶ Bike Team
- ▶ Special Services Team
- ▶ Nationally Accredited Full Service Department
 - Patrol
 - Investigations
 - Special Services
 - Support
- ▶ 5 School Resource Officers
- ▶ Fatal Crash Team
- ▶ Drone Team
- ▶ Recruitment Team
- ▶ ERG Team
- ▶ Wellness Program
 - Fitness
 - Peer Support
 - Critical Incident Stress Management
 - 3 Chaplains

Year	Total UCR Reported Crimes	Crimes Per 1,000 Residents	% Increase/Decrease Yearly	Population	Total Sworn Officers	Officer Per 1,000 Residents
2011	706	24	–	28,949	40	1.4
2012	710	22	0.3	31,857	40	1.3
2013	664	21	–6.6	32,070	40	1.2
2014	597	18	–8.0	33,382	42	1.3
2015	597	17	–1.5	35,927	43	1.2
2016	611	17	2.3	36,854	45	1.2
2017	572	15	–6.4	37,221	47	1.2
2018	579	14	–1.7	39,493	52	1.3
2019	527	12	–6.2	43,649	55	1.2
2020	610	13	15.7	46,410	57	1.2
2021	683	15	12.0	47,000	63	1.3
2022	698	14	11.9	50,600	69	1.36

Agency Staff Comparison

	Sworn Personnel	Civilian	Total	Population	Officers per 1,000 Residents
Carmel	143	32	175	103,871	1.37
Fishers	124	16	140	101,000	1.22
Hamilton Co Sheriff*	61	15	76	20,000	3.05
Noblesville	96	11	107	70,000	1.37
Westfield	69	6	75	50,600	1.36

*HCSO numbers do not include Jail or Juvenile divisions.

UCR Comparison

Offense	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	10 Year Total
Homicide	2	0	0	1	0	0	0	0	1	0	4
Rape	1	3	3	2	0	5	6	3	4	6	33
Robbery	5	4	3	1	8	2	6	4	6	3	42
Battery – Aggravated	13	27	26	20	14	3	4	17	24	26	174
Battery – Simple	154	139	156	176	160	161	172	231	294	261	1,904
Arson	1	2	1	0	1	1	1	2	1	0	10
Burglary	64	31	30	23	27	22	13	33	31	38	312
Theft	412	382	365	373	346	358	313	306	306	349	3,510
Motor Vehicle Theft	12	9	13	15	16	10	12	14	19	15	135
Total	664	597	597	611	572	562	527	610	686	698	6,124

Crimes Against Property

Offense	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Arson	1	2	1	0	1	1	1	2	1	0
Burglary	64	31	30	23	27	22	13	33	31	38
Theft	412	382	365	373	346	358	313	306	303	349
Motor Vehicle Theft	12	9	13	15	16	10	12	14	19	15
Property Crime Rate (Per 1,000 residents)	15.2	12.7	11.4	11.2	10.8	9.9	7.8	7.6	7.5	7.9

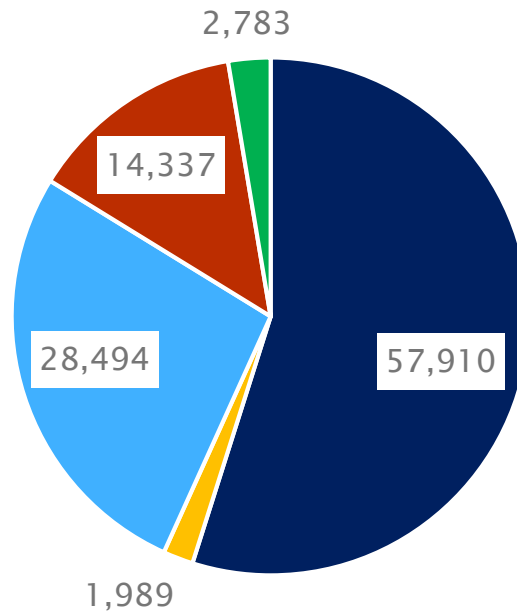
Crimes Against a Person

Offense	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Homicide	2	0	0	1	0	0	0	0	1	0
Rape	1	3	3	2	0	5	6	3	4	6
Robbery	5	4	3	1	8	2	6	4	6	3
Battery– Aggravated	13	27	26	20	14	3	4	17	24	26
Battery–Simple	154	139	156	176	160	161	172	231	294	261
Violent Crime Rate (Per 1,000 residents)	5.5	5.2	5.2	5.4	4.9	4.3	4.3	5.5	7.0	5.8

2022 Yearly Totals

CALLS FOR SERVICE	ARRESTS	CALLS FOR SERVICE PRIMARY	TRAFFIC STOPS	REPORT TOTALS
57,910	1,989	28,494	14,337	2,783

Yearly Totals



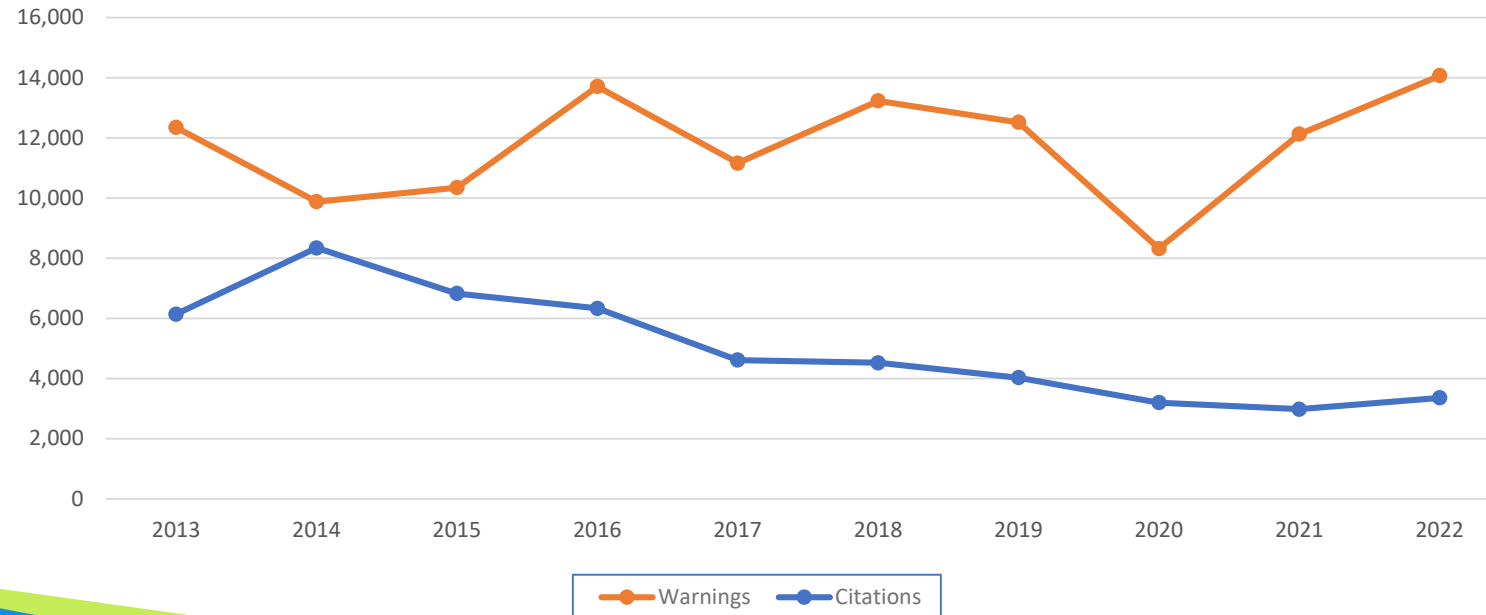
■ Calls for service ■ arrests ■ calls for service primary ■ traffic stops ■ report totals

School Patrols and Substation Visits

School Patrols	2018 – 2019	2019 – 2020	2020 – 2021	2021 – 2022
School Visits	1,280	1,277	3,229	4,575
Substation Visits	324	223	248	193
Total Visits	1,604	1,500	3,477	4,768
Overall Duration in Hours (hh:mm:ss)	828:54:26	568:08:20	1199:25:00	1376:54:38

Traffic Stops and Citations 2013 – 2022

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Total Stops	12,979	14,169	12,723	13,884	9,896	13,211	12,796	8,939	11,494	14,337
Citations	6,142	8,345	6,826	6,331	4,611	4,521	4,029	3,200	2,979	3,359
Warnings	12,347	9,880	10,347	13,709	11,162	13,235	12,518	8,321	12,126	14,074
Accidents	594	613	620	710	711	745	759	579	802	905



10-Year Accident Comparison

Type of Accident	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Fatality	1	1	0	1	0	4	3	0	0	0
Personal Injury	94	94	96	109	87	95	101	61	92	106
Hit and Run	56	56	50	81	70	69	58	66	95	98
Property Damage	499	518	524	600	624	646	655	518	710	799
Total	594	613	620	710	711	745	759	577	802	905

2022 is as of 6/30/22

2021 vs 2022 Top 3 Accident Locations

Intersection	2021	Primary Factor
SR 32 & Carey (Grassy Branch)	25	Following too closely
US 31 & SR 32	21	Following too closely
US 31 & 151st St	22	Unsafe Lane Movement

Intersection	2022	Primary Factor
US 31 & SR 32	28	Following too closely
US 31 & 151st St	24	Disregard Signal or Regulatory Sign
SR 32 & Wheeler Rd	18	Failure to Yield/Following to Closely



**City of Westfield Fire Department
Board of Public Works & Safety Report
February 2023 Report**

Contact: Fire Chief

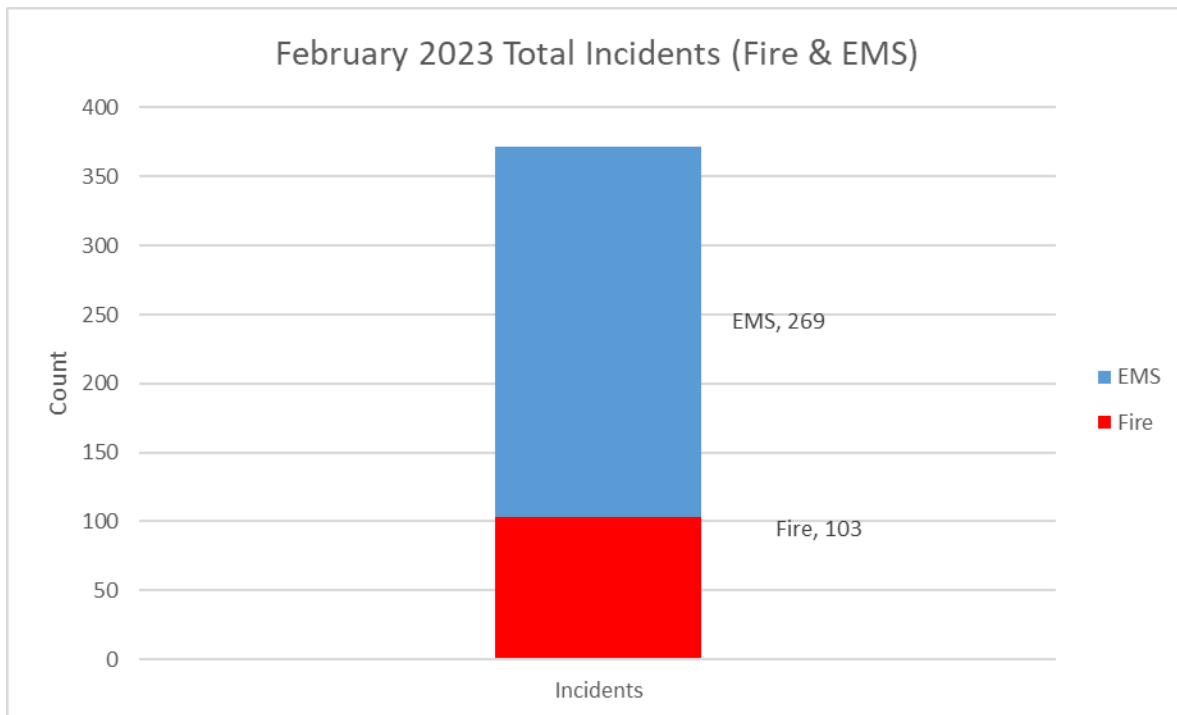
Rob Gaylor

Or Nikki Hartman

804-3304



Westfield Fire February 2023 Incident Statistics



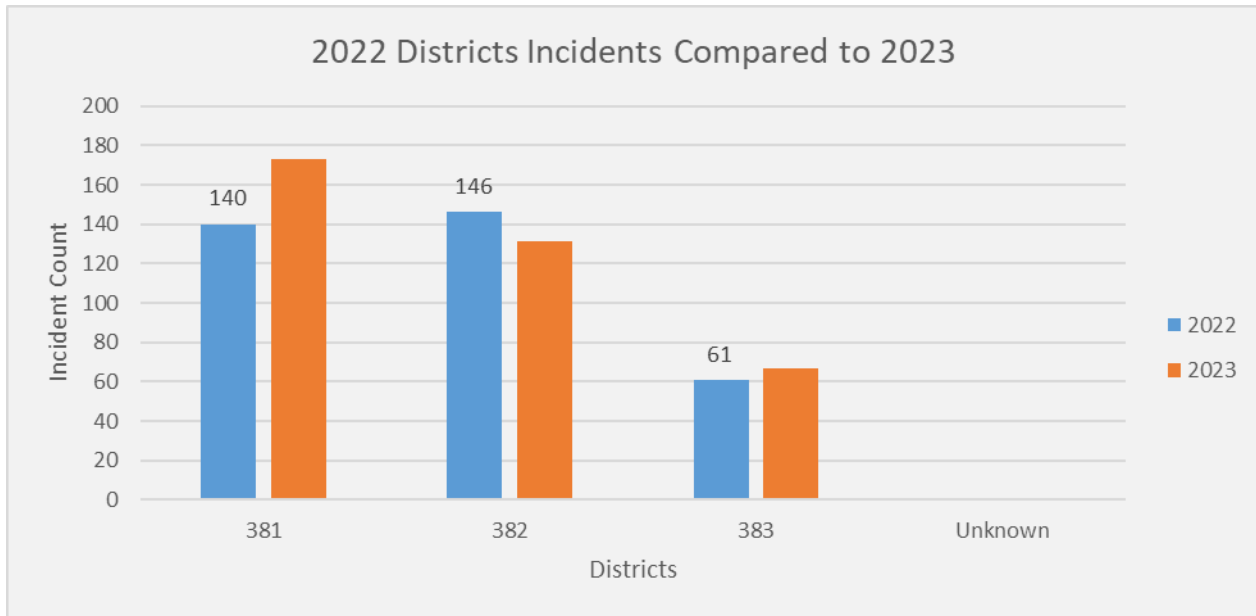
Incident Type	Incident Count	% of total Incident
Fire	103	28%
EMS	269	72%
Total	372	

Average 13.78 response per day. Average turnout time 1:14. And a total of 778 apparatus response.

Station 81 173 calls
Station 82 131 calls
Station 83 67 calls



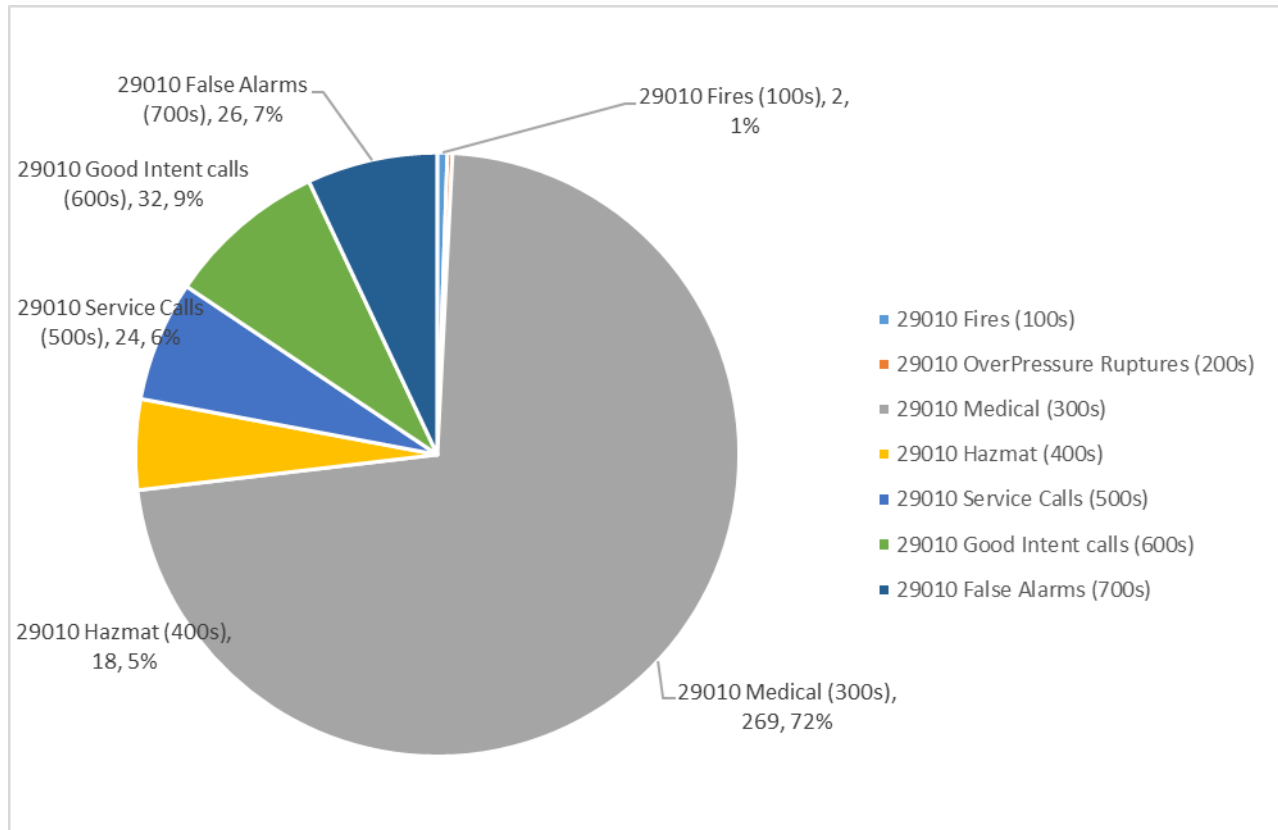
Westfield Fire February 2023 Incident Statistics



District	2022	2023	Increase/ decrease	% increase /%decrease
381	140	173	33	24%
382	146	131	-15	-10%
383	61	67	6	10%
Total	347	371	24	6.92%



Westfield Fire February 2023 Incident Statistics

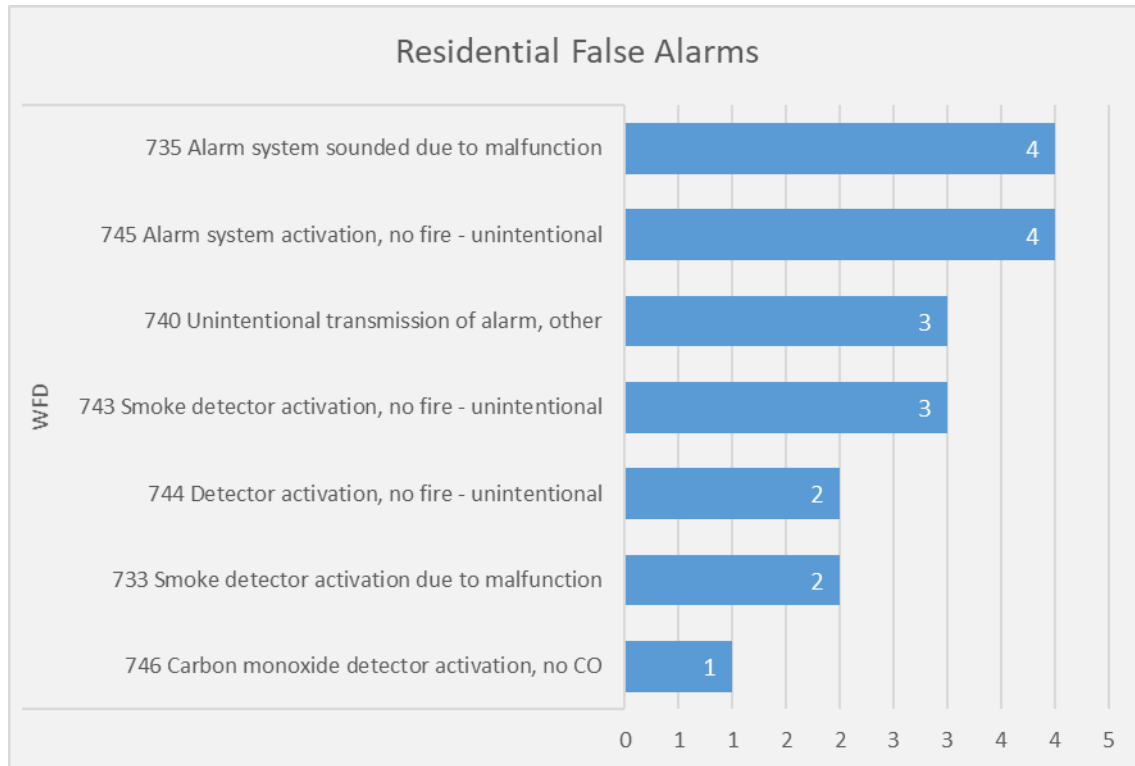


Call Type	Incident Count	% of total calls
Medical	269	72.31%
Good Intent	32	8.60%
Service Calls	24	6.45%
False Alarm	26	6.99%
Hazmat	18	4.84%
Fires	2	0.54%
Overpressure	1	0.27%
Total	372	



Westfield Fire February 2023 Incident Statistics

False Alarm Calls

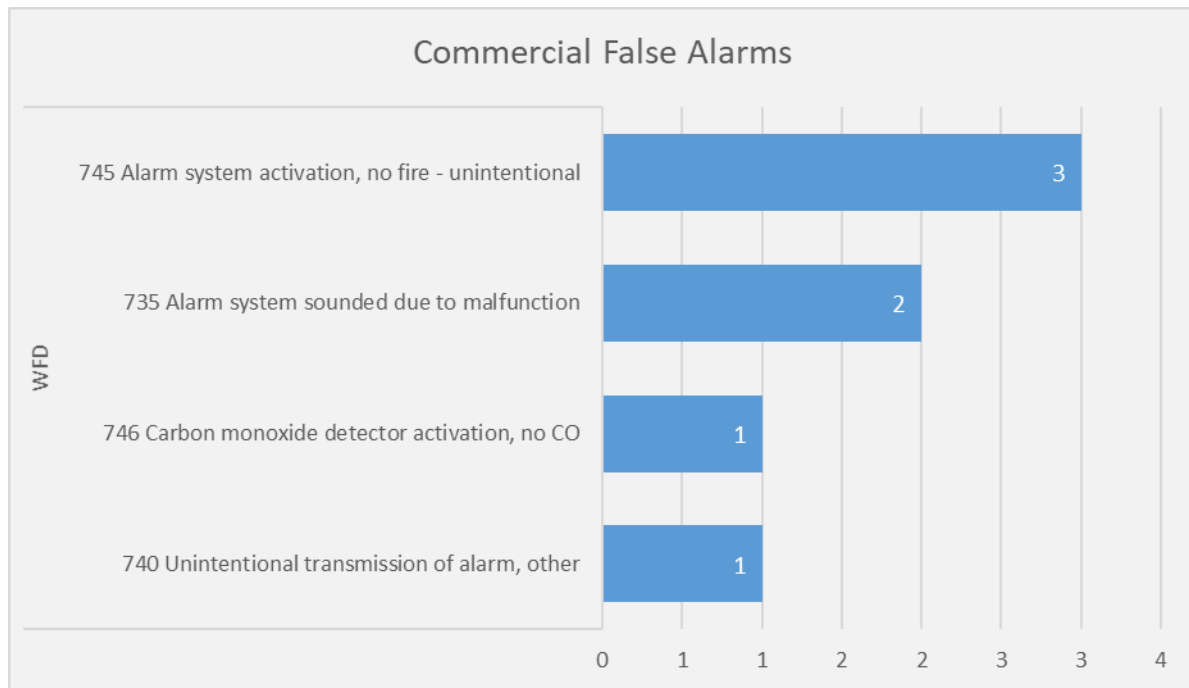


19 Residential Alarms



Westfield Fire February 2023 Incident Statistics

False Commercial Fire Alarm Calls

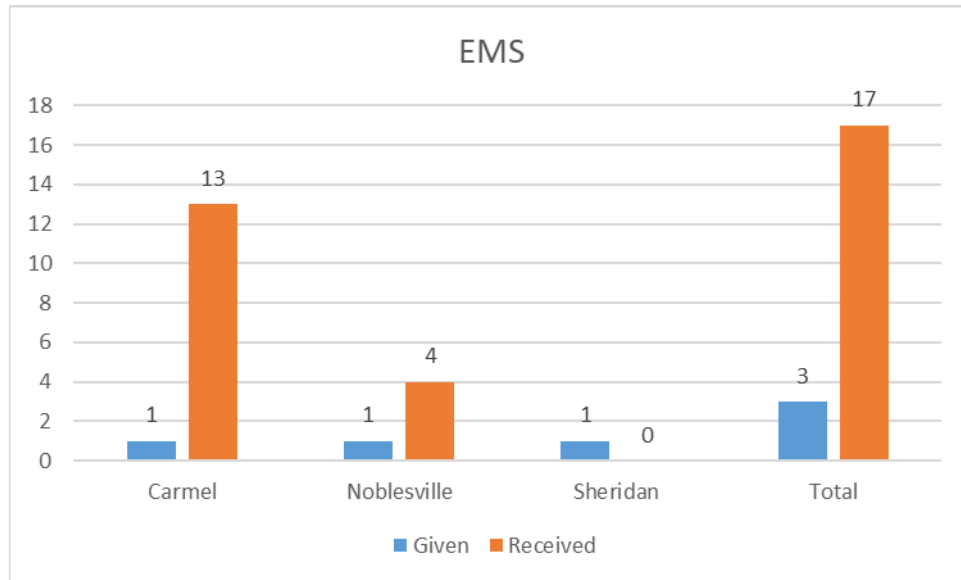


7 Commercial False Alarms



Westfield Fire February 2023 Incident Statistics

Mutual Aid data EMS



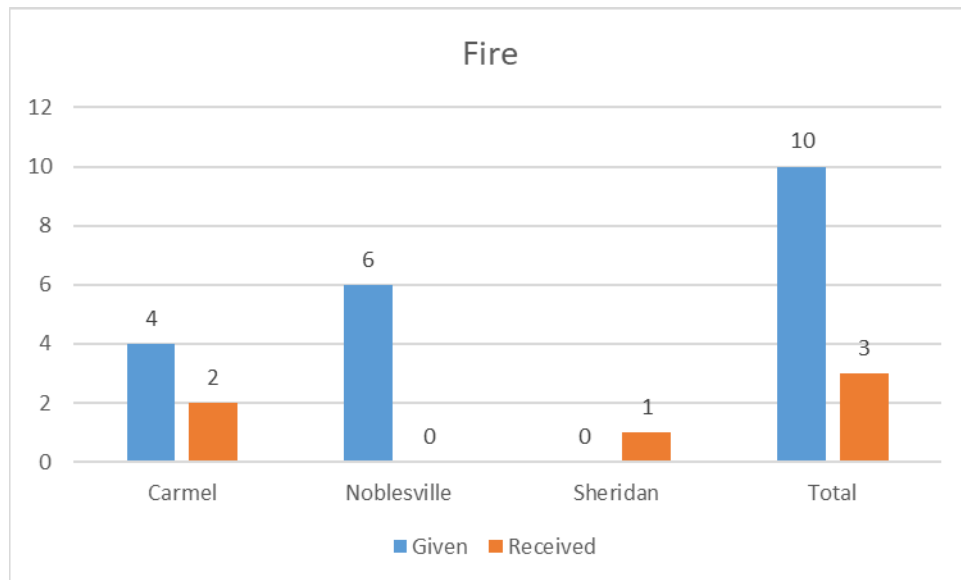
Total 20

	Given	Received
Carmel	1	13
Noblesville	1	4
Sheridan	1	0
Total	3	17



Westfield Fire February 2023 Incident Statistics

Mutual Aid Data Fire Incidents



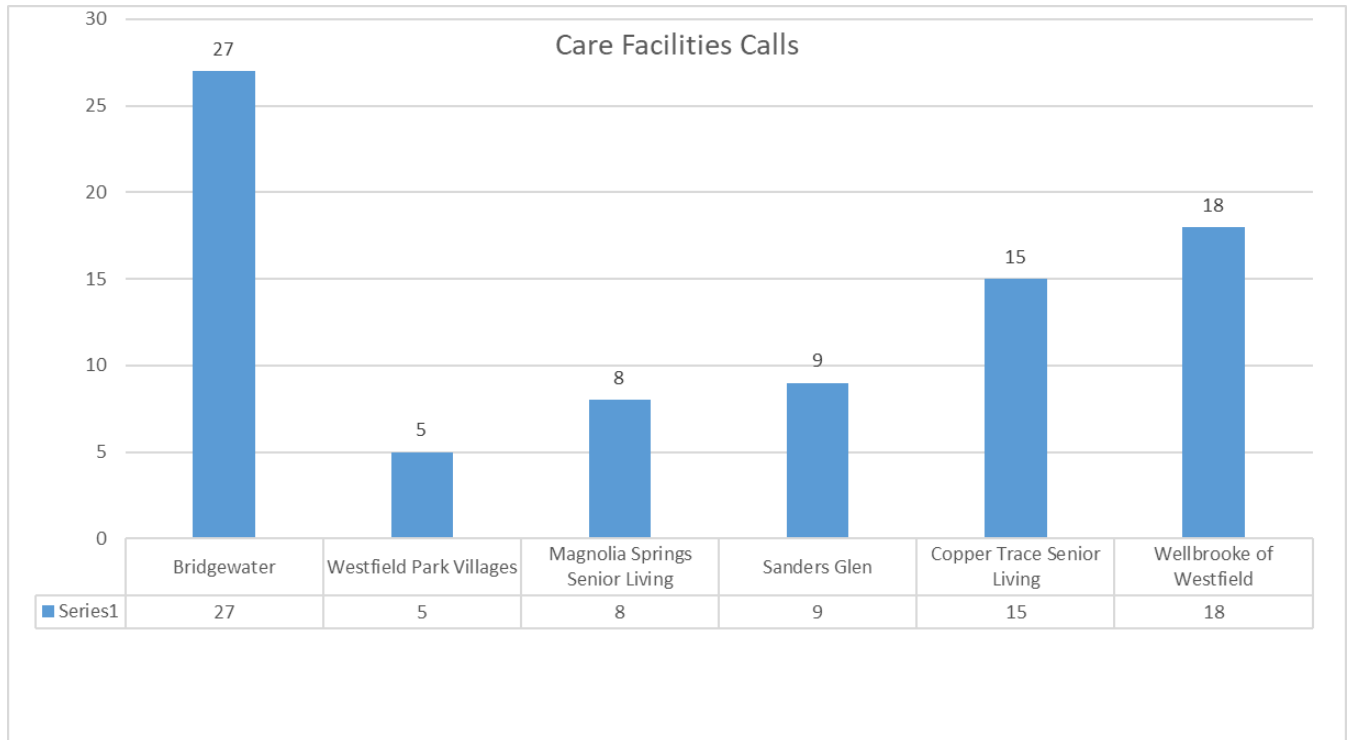
Total 13

	Given	Received
Carmel	4	2
Noblesville	6	0
Sheridan	0	1
Total	10	3



Westfield Fire February 2023 Incident Statistics

Care Facility



		Month
14751 CAREY RD, Carmel	Bridgewater	27
776 N union	Westfield Park Villages	5
14901 Carey Rd	Magnolia Springs Senior Living	8
334 S Cherry	Sanders Glen	9
1250 W 146TH ST, Westfield	Copper Trace Senior Living	15
937 E 186	Wellbrooke of Westfield	18

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: 02/28/2023 Estimated Completion Date: 04/10/2023
Work Address: 17701 SPRINGMILL RD Subdivision: _____

Name of Contractor/Utility: DUKE ENERGY
Address: 100 S MILL CREEK RD
City: NOBLESVILLE State: IN Zip: 46062
Phone: 317-776-5344 Fax: _____
Email: KATHY.DAVIS@DUKE-ENERGY.COM

Name of Sub-Contractor: ARC
James Strader
Address: 311 S INDIANA AVE
City: WAKARUSA State: IN Zip: 46573
Phone: 574-862-1920 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: INSTALL 3 PHASE PRIMARY FOR NEW SUBDIVISION chng out poles and xtrs
WO 45375616

**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: NA Width: NA Depth Within Lanes: NA

Sidewalk: Length: NA Width: NA Depth Within Sidewalk: NA

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

TRAFFIC PORTION AFFECTED BY PERMIT

Width: 25' Length: 1500 # of Lanes: 1 # of Lanes to be Closed: 1 # of Hours Closed: 3

Vehicles/equipment left on site unattended? ☐ Yes ☒ No Unattended for: 0 weekdays 0 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: Kathy Davis

Digitally signed by Kathy Davis
Date: 2021.05.04 08:29:02 -04'00'

Title: ENGR DESIGN ASSOC

Printed Name: KATHY DAVIS

Date: 02/28/2023

Company Name: DUKE ENERGY

Phone Number: 317-752-0940

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

SAFETYFirst PERSONAL ACCOUNTABILITY ACTIVE CARING HAZARD RECOGNITION USP: Add Up Stream Protection, Facility ID, and Blocking Device Type		CIRCLE FOR DUKEENERGY SAFETY	Safety Reminders / Adverse Conditions ?: ?: ?: ?:		Work Zone General Comments: Double click to e
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.					
P1 POLE-200-503-50-2 I-DE-03.11-120 P2 I-POLE-HMI39511-45-4 I-TL-03.11-103 P3 I-POLE-HMI39512-45-4 I-TL-03.11-103 P4 I-POLE-HMI39513-45-4 I-TL-03.11-103 P5 I-POLE-HMI39514-45-4 I-DE-03.11-119 I-DE-03.11-140 I-FUSE-100-STANDARD-B I-DGUY-DBL I-DGUY-DBL I-DGUY-SGL P6 I-POLE-HMI39515-45-4 I-DE-03.11-119 I-DGUY-DBL I-DGUY-DBL I-DGUY-SGL P7 I-POLE-HMI39516-45-4 I-DE-03.11-119 I-DGUY-DBL I-DGUY-DBL I-DGUY-SGL P8 I-POLE-HMI39517-45-4 I-DE-03.11-119 I-DGUY-DBL I-DGUY-DBL I-DGUY-SGL P9 I-POLE-HMI39518-45-4 I-TL-03.11-103 P10 I-POLE-HMI39519-45-4 I-DE-03.11-127 I-OH-TX-50 kVA-120/240 V-Single Phase-B I-DGUY-DBL I-DGUY-SGL P11 POLE-088-332-30-7 P12 POLE-194-663-35-5 I-OH-TX-15 kVA-120/240 V-Single Phase-B P13 E-DEM PT S1 I-OH-PRIMARY-556 AL-222FT-ABC S2 I-OH-PRIMARY-556 AL-150FT-ABC S3 I-OH-PRIMARY-556 AL-242FT-ABC S4 I-OH-PRIMARY-556 AL-260FT-ABC S5 I-OH-PRIMARY-556 AL-50FT-ABC S6 I-OH-PRIMARY-556 AL-240FT-ABC S7 I-OH-PRIMARY-556 AL-50FT-ABC S8 I-OH-PRIMARY-556 AL-130FT-ABC S9 I-OH-PRIMARY-556 AL-108FT-ABC S10 I-OH-SECONDARY-1 Run-4/0-AL-Triplex-73FT S11 I-OH-SERVICE-1 Run-2-AL-Triplex-72FT N					
Work Order Number 45375616 Customer/Contact RANDY ZENTZ Contact Phone 317-590-0447 Job Site Address 17701 SPRING MILL RD City WESTFIELD County HAMILTON State, Zip IN, 46074 Designer Reece Heilers Designer Phone 317-736-2014 Circuit ID Primary Voltage Permit Required Yes _ No_ _ Permit Type/No. Permit Type/No. 2 Permit Type/No. 3 Permit Type/No. 4 DUKEENERGY Sheet Scale = 1"=40'					

DEDICATION OF PUBLIC RIGHT OF WAY

THIS INDENTURE WITNESSETH: That among VILLA LICCI, INC., an Indian non-profit corporation, ("Grantor"), hereby gives and dedicates to the City of Westfield (hereinafter "Grantee"), for public right-of-way purposes only, the real estate situated in Hamilton County, Indiana, which is visually depicted and legally described in Exhibit "A" which is attached hereto and made a part hereof.

This dedication is made subject to all existing easements and right-of-ways.

This conveyance of real estate is not subject to Indiana gross income tax.

IN WITNESS WHEREOF, Grantor has executed this Dedication as of the 13 day of March, 2023.

VILLA LICCI, INC.,
an Indiana corporation

By: [Signature]
Name: John R. Fitt
Its: Chair, Villa Licci Board

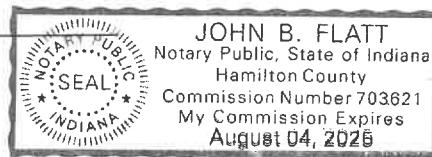
STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared John R. Fitt, Chair, who acknowledged his authority and the execution of the foregoing Dedication of Public Right-of-Way.

WITNESS my hand and Notarial Seal this 13th day of March, 2023.

My Commission Expires:

[Signature]
NOTARY PUBLIC, A resident of _____
County, Indiana
Printed: _____



ACCEPTANCE

WHEREAS, the foregoing Grantor has this day filed with the City of Westfield Indiana, its dedication of certain real estate for the purpose of establishing City rights-of-way, which Dedication is hereinabove set forth:

AND WHEREAS, the City of Westfield, is of the opinion that said Dedication is desirable and necessary.

NOW THEREFORE, said City of Westfield, under and by virtue of the power conferred upon it by statutes of the State of Indiana, for and on behalf of the City, accepts said Dedication for the purpose of public rights-of-way, and orders that the Instrument of Dedication be recorded in the Recorder's Office of the County of Hamilton, State of Indiana, and said described real estate is hereby declared open and dedicated.

WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY

Voting For

Voting Against

Abstain

J. Andrew Cook

J. Andrew Cook

J. Andrew Cook

Larry Clarino

Larry Clarino

Larry Clarino

Jim Ake

Jim Ake

Jim Ake

ATTEST:

Patricia Leuteritz, Public Works Administrator

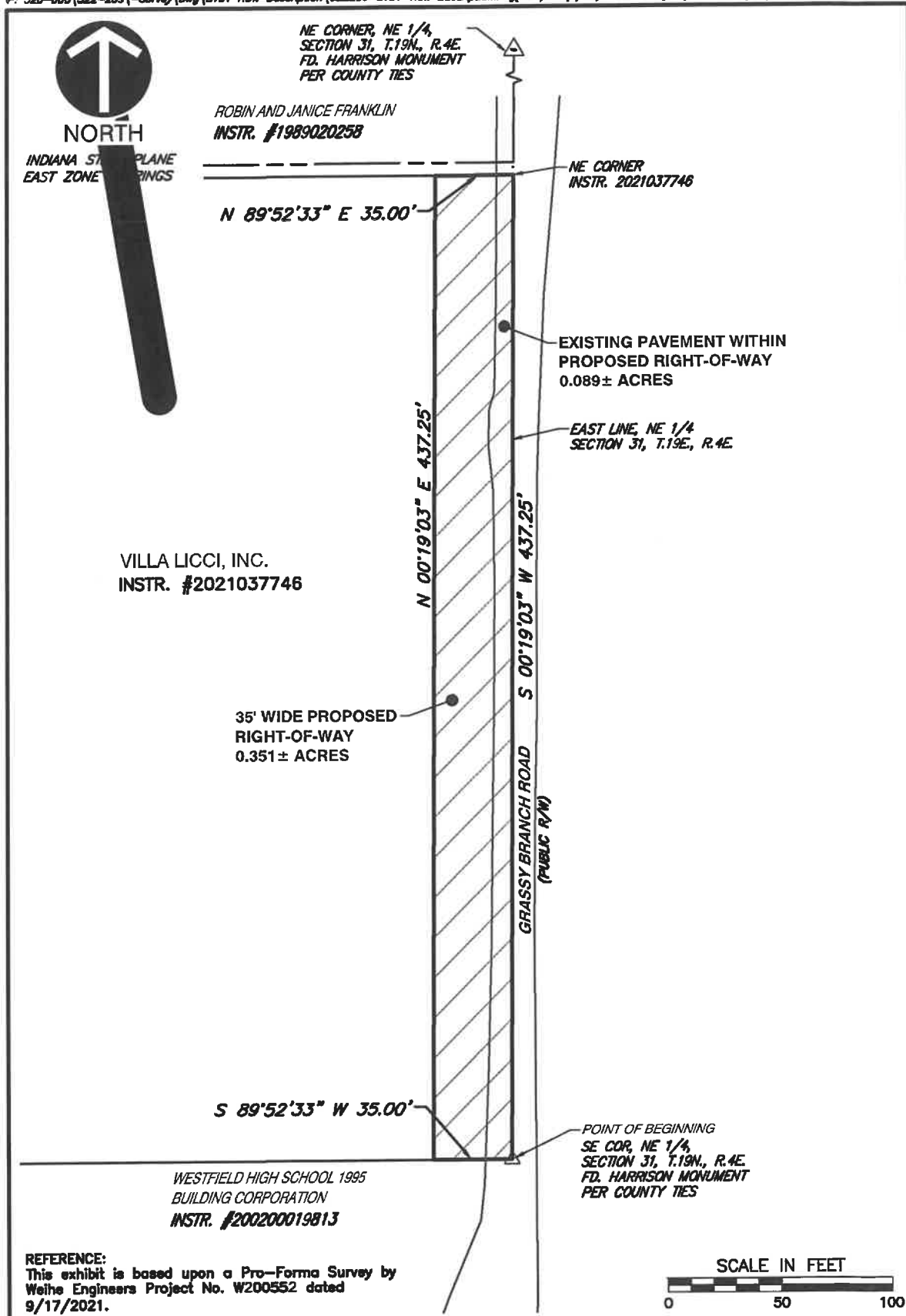
This document was prepared by: James E. Shinaver, Nelson & Frankenberger, LLC, 550 Congressional Blvd., Suite 210, Carmel, IN 46032, (317)-844-0106.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, James E. Shinaver, Atty. No. 17553-29

EXHIBIT A

DIAGRAM AND LEGAL DESCRIPTION OF RIGHT-OF-WAY DEDICATION

See following Pages



C&E
Civil & Environmental Consultants, Inc.
530 E. Ohio Street, Suite G - Indianapolis, IN 46204
317-655-7777 - 877-746-0749
www.ccecinc.com

GLOBAL POWER AND CONSTRUCTION, INC.
HIGHER GROUND EDUCATION
18111 GRASSY BRANCH ROAD
WESTFIELD, INDIANA

35' WIDE RIGHT-OF-WAY DEDICATION

DRAWN BY: ABS	CHECKED BY: TJT	APPROVED BY: ABS	EXHIBIT: 1 OF 2
DATE: FEBRUARY 15, 2023	DWG SCALE: 1"=50'	PROJECT NO: 322-209	

35' WIDE RIGHT-OF-WAY DESCRIPTION

Thirty five (35) feet off of the east side of the parcel of the land conveyed to Villa Licci, Inc. in the deed recorded as Instrument Number 2021037746 in the Office of the Recorder of Hamilton County, Indiana, located in the Northeast Quarter of Section 31, Township 19 North, Range 4 East of the Second Principal Meridian, Washington Township of Hamilton County, Westfield, Indiana, being more particularly described by Anthony B. Syers, LS20800124 of Civil & Environmental Consultants, Inc. on February 15, 2023, as follows:

Beginning at the Southeast Corner of said Northeast Quarter; thence South 89 degrees 52 minutes 33 seconds West (Indiana State Plane East Zone Grid Bearings) along the South line of said Villa Licci parcel a distance of 35.00 feet; thence North 00 degrees 19 minutes 03 seconds East parallel with and thirty five (35) feet west of the east line of said northeast quarter a distance of 437.25 feet to the north line of said Villa Licci parcel; thence North 89 degrees 52 minutes 33 seconds East along said north line a distance of 35.00 feet to said east quarter section line being the northeast corner of said parcel; thence South 00 degrees 19 minutes 03 seconds West along said east line a distance of 437.25 feet to the Point of Beginning, containing 0.351 acres of land, more or less.



Anthony B. Syers
Registered Land Surveyor No. LS20800124
February 15, 2023
asayers@cecinc.com
prepared by Anthony B. Syers



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

CEC
Civil & Environmental Consultants, Inc.
530 E. Ohio Street, Suite G - Indianapolis, IN 46204
317-655-7777 · 877-746-0749
www.cecinc.com

GLOBAL POWER AND CONSTRUCTION, INC.
HIGHER GROUND EDUCATION
18111 GRASSY BRANCH ROAD
WESTFIELD, INDIANA

35' WIDE RIGHT-OF-WAY DEDICATION

DRAWN BY:	ABS	CHECKED BY:	TJT	APPROVED BY:	ABS	EXHIBIT:	2 OF 2
DATE:	FEBRUARY 15, 2023	DWG SCALE:	1"=50'	PROJECT NO:	322-209		



Public Works

Johnathon Nail, Director
Michael Pearce, City Engineer
Travis Stetnish, Streets
Chris McConnell, Parks & Trails
Wes Rood, Stormwater
Coordinator

Board of Works

Andy Cook
Jim Ake
Larry Clarino

Clerk Treasurer

Cindy J. Gossard

To: Westfield Board of Public Works & Safety

Date: March 22, 2023

Re: Action Item-Signing Authority
2023 Striping Project

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider granting John Nail, Director of Public Works, signing authority for the 2023 Striping Project for the not to exceed amount of \$110,000. Quotes are expected to be received by mid-April. All bid documents will be reviewed for proper compliance before the acceptance of the lowest, most responsive bidder.

Jim Ake

Larry Clarino

Andy Cook

Public Works Department

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



Public Works

Johnathon Nail, Director
Michael Pearce, City Engineer
Travis Stetnish, Streets
Chris McConnell, Parks & Trails
Wes Rood, Stormwater
Coordinator

Board of Works

Andy Cook
Jim Ake
Larry Clarino

Clerk Treasurer

Cindy J. Gossard

To: Westfield Board of Public Works & Safety

Date: March 22, 2023

Re: Action Item-Signing Authority
2023 Concrete Street Patching Project

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider granting John Nail, Director of Public Works, signing authority for the **2023 Concrete Street Patching Project** for the not to exceed amount of **\$85,000**. Quotes are expected to be received by the end of March. All bid documents will be reviewed for proper compliance before the acceptance of the lowest, most responsive bidder.

Jim Ake

Larry Clarino

Andy Cook

Public Works Department

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



March 22, 2023

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:

- Meyer Najem Construction, LLC, Farmers Bank – Tricia Lane, Bond #K41540953, \$14,754.30, ROW
- Meyer Najem Construction, LLC, Farmers Bank – Tricia Lane, Bond #K41540965, \$3,973.75, Erosion Control
- Platinum Properties Management Company, LLC, Casey Corner, Bond #4172304, \$380,322.00, Storm Sewer & SSD
- Platinum Properties Management Company, LLC, Casey Corner, Bond #4172305, \$82,647.00, Concrete Curbs & CA Walks; Roll Curb & Gutter; CA Walks & Ramps
- Platinum Properties Management Company, LLC, Casey Corner, Bond #4172306, \$302,297.60, Asphalt Paving: Interior Local (Subgrade Treatment, 6" Stone, 2.5" Base, 2.5" Intermediate, 1.5" Tac & Surface) & Emergency Drive (6" Stone, 2.5" Base, 2.5" Intermediate, 1.5" Tac & Surface, Safety Bollards)
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 11, Bond #72BSBIY6169, \$75,581.00, Erosion Control
- Midland Townhomes, LLC, Midland South, Bond & Rider #UCSX386X1796, \$90,754.40, Storm Sewer
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Orchard View, Section 3, Bond #47SUR300214010556, \$612,338.16, Streets & Curbs – Local
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Orchard View, Section 3, Bond #47SUR300214010555, \$863,917.52, Storm Sewer
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Orchard View, Section 3, Bond & Rider #47SUR300214010554, \$30,436.56, Asphalt Path
- Pulte Homes of Indiana, LLC, Kimblewick by Del Webb, Section 6A, Bond #CMS345817, \$280,896.60, Paving – Local Streets
- Pulte Homes of Indiana, LLC, Kimblewick by Del Webb, Section 6A, Bond #0832999, \$28,685.80, Concrete Curbs
- Pulte Homes of Indiana, LLC, Kimblewick by Del Webb, Section 6A, Bond & Rider #0833000, \$127,483.40, Storm Sewer
- Pulte Homes of Indiana, LLC, Kimblewick by Del Webb, Section 6A, Bond & Rider #0832998, \$10,118.90, Common Area Sidewalk
- Pulte Homes of Indiana, LLC, Kimblewick by Del Webb, Section 6A, Bond & Rider #0832997, \$17,600.00, Asphalt Paths
- Boyle Construction Management, Outback Storage, Bond #2337072, \$180,583.70, Storm Sewer, ROW Improvements Erosion Control, & Sidewalks
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Carramore, Section 2, Bond #47SUR300214010574, \$66,060.50, Erosion Control

- Chatham Hills, LLP, Chatham Village Mia Rose Road Improvements, Bond & Rider #4172314, \$519,850.33, Storm Sewer & SSD, Street Subgrade Treatment – Cement
- Chatham Hills, LLP, Chatham Village Mia Rose Road Improvements, Bond & Rider #4172315, \$804,016.46, Asphalt Path, Concrete Sidewalks, Concrete Curbs, Concrete ADA Ramps, Local Street Pavement, Seeding & Erosion Control
- Pulte Homes of Indiana, LLC, Kimblewick by Del Webb, Section 6B, Bond #SU1189501, \$428,605.79, Paving – Local Street
- Pulte Homes of Indiana, LLC, Kimblewick by Del Webb, Section 6B, Bond #SU1189502, \$44,506.00, Concrete Curb
- Pulte Homes of Indiana, LLC, Kimblewick by Del Webb, Section 6B, Bond #SU1189503, \$352,306.90, Storm Sewer
- Pulte Homes of Indiana, LLC, Kimblewick by Del Webb, Section 6B, Bond #SU1189504, \$3,046.45, Common Area Sidewalks
- Pulte Homes of Indiana, LLC, Kimblewick by Del Webb, Section 6B, Bond #SU1189500, \$22,308.00, Asphalt Paths
- Powers & Sons Construction Co., Inc., McDonald's, Bond #1073730803, \$58,494.99, Soil Erosion Control, Stormwater Improvements, and Work in the ROW

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:

- The Sullivan Corporation, Austrian Pine (Feldman), Bond & Rider #108228W, \$33,402.60, Storm Sewer & Erosion Control
- CalAtlantic Homes of Indiana, Liberty Ridge, Section 2, Bond #24231015, \$26,323.00, Erosion Control
- Lindley Run Development, LLC, Lindley Run, Section 3, Bond #LICX1215306, \$557,066.62, Curbs & Storm
- CalAtlantic Homes of Indiana, Inc., Liberty Ridge, Section 1, Bond #1849096, \$131,889.00, Erosion Control
- CalAtlantic Homes of Indiana, Inc., Liberty Ridge, Section 3, Bond #SU1152196, \$70,649.00, Erosion Control
- Pulte Homes of Indiana, LLC, Bent Creek Amenity Area, Bond #CMS344106, \$29,610.90, Storm Sewer
- Pulte Homes of Indiana, LLC, Bent Creek Amenity Area, Bond #CMS344107, \$16,729.35, Concrete Curb & Sidewalk
- Pulte Homes of Indiana, LLC, Bent Creek Amenity Area, Bond & Rider #CMS344108, \$56,476.42, Asphalt Paving

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:

- The Sullivan Corporation, Austrian Pine (Feldman), Bond #108228W, \$3,036.60, Storm Sewer & Erosion Control
- Lindley Run Development, LLC, Lindley Run, Section 3, Bond #LICX1974048, \$50,642.44, Curbs & Storm Sewers
- Midwest Paving, LLC, Bent Creek Amenity Area, Bond #MNT7669927, \$5,647.64, Asphalt Paving
- Conco Curbs & Paving, LLC, Bent Creek Amenity Building, Bond #B3276639, \$1,672.94, Curb & Common Area Sidewalks
- Valenti-Held Contractor/Developer, Inc., Bent Creek Amenity Area, Bond #30184013, \$2,961.09, Storm Sewer

Maintenance Bond Release

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

- United Infrastructure, LLC, Liberty Ridge, Section 2, Bond #8648810, \$11,922.00, Storm/SSD

- Sitecrete, LLC, Liberty Ridge, Section 2, Bond #30043935, \$2,157.00, Curbs & Common Areas
- Delello & Sons Asphalt Paving, Inc., Liberty Ridge, Section 2, Bond #7657376, \$10,824.70, Streets
- Harding Group, Inc., Maple Villas, Bond #B1221870, \$16,460.00, Asphalt Path & Streets (Stone Base, Binder & Surface)
- Karns, Inc., Maple Villas, Bond #Q91-7770251, \$5,420.00, Concrete Curbs & Eyebrow
- Sitecrete, LLC, Retreat on the Monon, Bond #30075940, \$542.89, Curbs
- E&B Paving, Inc., Retreat on the Monon, Bond #30076466, \$20,084.01, ROW Stone Base & Asphalt Pavement, Onsite Stone Base & Asphalt Pavement, & Path Stone Base & Asphalt Pavement
- Atlas Excavating, Inc., Retreat on the Monon, Bond #1078348, \$36,511.70, Storm Sewer, Section 1, Storm Sewer, Section 2, & Storm Sewer w/in 161st ROW
- Pulte Homes of Indiana, LLC, Retreat on the Monon, Bond #CMS335524, \$204.00, Public ADA Ramps w/in the 161st Street ROW
- Lennar Homes of Indiana, Inc., Liberty Ridge, Section 1, Bond #0211111-M, \$33,555.00, Asphalt Paving & Trail
- United Infrastructure, Liberty Ridge, Section 1, Bond #8648790, \$54,081.00, Storm/SSD
- CalAtlantic Homes of Indiana, Inc., Liberty Ridge, Section 1, Bond #0211113-M, \$1,687.90, Concrete Walks
- Sitecrete, LLC, Liberty Ridge, Section 1, Bond #30027660, \$5,495.00, Curbs
- E&B Paving, Inc., Liberty Ridge, Section 1, Bond #30031845, \$22,082.30, 151st Street Improvements (Stone Base, Asphalt Base, Asphalt Binder, & Asphalt Surface)
- Lennar Homes of Indiana, Inc., Liberty Ridge, Section 3, Bond #72BSBIG2406, \$3,977.90, Asphalt Trail
- Lennar Homes of Indiana, Inc., Liberty Ridge, Section 3, Bond #72BSBIG2405, \$1,188.90, Concrete Sidewalks
- Lennar Homes of Indiana, Inc., Liberty Ridge, Section 3, Bond #9297383-M, \$4,308.00, Concrete Curb
- Lennar Homes of Indiana, Inc., Liberty Ridge, Section 3, Bond #9297385-M, \$28,903.00, Storm Sewer & Subsurface Drain
- Lennar Homes of Indiana, Inc., Liberty Ridge, Section 3, Bond #9297384-M, \$19,174.00, Asphalt Paving

CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services (“Vendor Contract”) is made and entered into as of the 22nd day of March 2023, by and between City of Westfield (“Contracting Party”) and Baumgartner & Company, 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: Various thoroughfare and residential streets throughout Westfield, Indiana 46074 (the “City Property”)
 - (c) Schedule: To start no sooner than May 22nd, 2023. Date by which the Services shall be completed:
 - a. Project Completion: October 20th, 2023 (the “Completion Date”).
 - (d) Purchase Price: Two Million, Six Hundred Seventy-Six Thousand, Four Hundred Sixty-four Dollars and 50/100, \$2,676,474.50 (see Proposal dated February 21, 2023 - Exhibit B).

The purchase price includes the following alternates:

Alternate 1 = \$197,777.00

Alternate 2 = \$107,830.00
 - (e) Liquidated Damages shall be assessed at \$1,000.00 per day for each day work is not complete after the specified completion dates.
 - (f) The Contracting Party provides two payment options to vendors for payment of approved invoiced amounts. They are as follows:
 - a. Option #1: Traditional – Invoices shall be payable within forty-five (45) days following Contracting Party’s receipt and approval of an invoice at the address specified below.
 - b. Option #2: Preferred – Invoices are payable within 7 days following Contracting Party’s receipt and approval of an invoice at the address specified below if vendor accepts MasterCard.
 - (g) The Contract Documents include:
 - a. This Goods and Services agreement
 - b. “Contract and Specifications for 2023 Resurfacing Project” dated February 21, 2023 inclusive of all sections and appendixes.

- c. Addendum #1 Dated March 7, 2023
- d. Addendum #2 Dated March 9, 2023

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

(h) Addresses:

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

City of Westfield
Department of Public Works
Attn: Michael Pearce
2706 East 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:

Baumgartner & Company, LLC
12461 Reynolds Dr.
Fishers, IN 46038

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,	\$1,000,000 Per Occurrence and \$2,000,000 General Aggregate.

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

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

\$1,000,000 per claim and \$1,000,000 general aggregate professional liability, with retroactive coverage to the earlier of date of execution of Contract and commencement of any work and coverage for a minimum period of two (2) years after professional services completion.

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

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

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

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

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

15. **GOVERNMENT COMPLIANCE**: Vendor agrees to comply with all present federal, state and local laws, orders, rules, regulations, codes and ordinances which may be applicable to Vendor's performance of its obligations under this Contract, and all provisions required thereby to be included herein, are hereby incorporated by reference. Vendor agrees to indemnify and hold harmless Contracting Party from and against any loss, damage, liability, cost or expense (including, without limitation, attorneys' fees) resulting from any violation of such laws, orders, rules, regulations, codes or ordinances by Vendor.

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

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

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

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

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

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

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

23. **ENTIRE AGREEMENT:** This Vendor Contract, together with any attachments, exhibits, or supplements, specifically referenced in this Vendor Contract, constitutes the entire agreement between Vendor and Contracting Party with respect to the matters contained herein and

supersedes all prior oral or written representations and agreements. This Contract may only be modified by a written instrument executed by both parties. Each signatory that executes this Agreement on behalf of the Contracting Party stipulates that they have executed this Agreement with the proper authority duly granted to bind that respective Contracting Party.

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

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

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

27. **E-VERIFY:** Pursuant to Ind. Code § 22-5-1.7-11, VENDOR, by entering into the Contract with CITY, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. VENDOR is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists. VENDOR hereby states that it does not knowingly employ an unauthorized alien. VENDOR further affirms that, prior to entering into the Contract with CITY, it will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

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

EXECUTED this _____ day of _____, 2023.

Contracting Party:

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

Vendor:

Baumgartner & Company, LLC.
12461 Reynolds Dr.
Fishers, IN 46038

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 February 21, 2023

SECTION 3

PROPOSAL

CITY OF WESTFIELD, INDIANA

2023 Resurfacing Project

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

Pursuant to the published "Advertisement for Bids", the undersigned has investigated the conditions affecting the cost of the proposed 2023 Resurfacing Project and having examined the site and understanding the requirements set forth in the Contract Documents, hereby proposes to provide and furnish all labor, materials, tools, equipment and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the above work as required by said Contract Documents, including any and all addenda now on file in the Westfield Public Works office, City of Westfield, Indiana.

Project generally includes road reconstruction, milling, resurfacing, full depth patching, maintenance of traffic, and striping various thoroughfares and residential streets throughout the City of Westfield.

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

The undersigned proposes to furnish all work for the construction of the 2023 Resurfacing Project, including all labor, materials, supplies, equipment and all appurtenances necessary to complete the work as per the drawings and the specifications for the following unit prices, to wit:

Schedule – The undersigned agrees to be complete with all work by October 20th, 2023. Work shall begin no sooner than May 22nd, 2023. If work is not completed by the specified dates above, liquidated damages will be assessed at \$1,000.00 per day.

Bidder acknowledges the schedule of this contract (initial): 

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Project Description

2023 RESURFACING PROJECT
City of Westfield, Indiana

Section 3 – Page 1

Base Bid

- **166th Street from Eagle Creek Avenue to Ditch Road (Appendix B)**
 - Full-Depth Reconstruction
- **Kinsey Avenue from 181st Street to 186th Street (Appendix C)**
 - 2" Mill and Resurface
- **Eagletown Road from 176th Street to ~2625 feet north of 176th Street (Appendix D)**
 - 2" Mill and Resurface
- **Commercial Street from SR 32 to Washington Street (Appendix D)**
 - 2" Mill and Resurface
- **Fern Street from Commercial Street to Eagletown Road (Appendix D)**
 - 2" Mill and Resurface
- **Washington Street from Commercial Street to Eagletown Road (Appendix D)**
 - 2" Mill and Resurface
- **Village Farms Subdivision (Appendix E)**
 - 2" Mill and Resurface
- **Pine Ridge/Quail Ridge Subdivision (Appendix F)**
 - 2" Mill and Resurface
- **Carey Commons Subdivision (Appendix G)**
 - 2" Mill and Resurface
- **Roundabout at W. 156th Street and Spring Mill Road (Appendix H)**
 - 2" Mill and Resurface
- **W. 156th Street from Ditch Road to W. Rail Drive and from W. Rail Drive to Roundabout at Spring Mill Road (Appendix H)**
 - 2" Mill and Resurface
- **Spring Mill Road from Roundabout at W. 156th Street to Beechnut Drive (Appendix H)**
 - 2" Mill and Resurface

Alternate Bid #1

- **Brookside Subdivision (Appendix I)**
 - 2" Mill and Resurface

Alternate Bid #2

- **Setters Place Subdivision (Appendix J)**
 - 2" Mill and Resurface

Alternate Bid #3

- **Timberbrook Run Subdivision (Appendix K)**
 - 4" Mill and Resurface

BASE BID ITEMIZED PROPOSAL

(SEE BREAKDOWN AT THE END OF THIS SECTION FOR FURTHER INFORMATION)

PLEASE COMPLETE THE BID PROPOSAL FORMS FOR EACH STREET FOLLOWING THIS SECTION

ID	ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1	\$95,840.70	\$95,840.70
2	202-96133	PIPE, REMOVE	LFT	24	\$20.00	\$480.00
3	203-02000	EXCAVATION, COMMON, UNDISTRIBUTED	CYS	5,465	\$26.50	\$144,822.50
4	207-09934	SUBGRADE TREATMENT, TYPE IB	SYS	15,420	\$13.00	\$200,460.00
5	211-09265	STRUCTURE BACKFILL, TYPE 2	CYS	5	\$150.00	\$750.00
6	214-07202	GEOGRID, TYPE 1A, UNDISTRIBUTED	SYS	696	\$7.00	\$4,872.00
7	303-01180	COMPACTED AGGREGATE, NO. 53	TON	6,747	\$30.00	\$202,410.00
8	304-07490	HMA PATCHING, TYPE B, UNDISTRIBUTED	TON	350	\$130.00	\$45,500.00
9	306-08036	MILLING, ASPHALT, 2 IN	SYS	95,938	\$1.60	\$153,500.80
10	401-07321	HMA, TYPE B, 64, SURFACE, 9.5 mm	TON	7,712	\$90.00	\$694,080.00
11	401-07328	HMA, TYPE C, 70, SURFACE, 9.5 mm	TON	4,122	\$90.00	\$370,980.00
12	401-07390	HMA, TYPE B, 64, INTERMEDIATE, 19.0 mm	TON	2,120	\$80.00	\$169,600.00
13	401-07407	HMA, TYPE B, 64, BASE, 25.0 mm	TON	2,120	\$80.00	\$169,600.00
14	406-05520	ASPHALT FOR TACK COAT	TON	32	\$50.00	\$1,600.00
15	715-05118	PIPE, TYPE 1, CIRCULAR, 12 IN.	LFT	54	\$70.00	\$3,780.00
16	720-44000	CASTING, ADJUST TO GRADE, UNDISTRIBUTED	EA	1	\$2,200.00	\$2,200.00
17	720-94841	CASTING, VALVE, ADJUST TO GRADE, UNDISTRIBUTED	EA	1	\$2,200.00	\$2,200.00
18	801-06775	MAINTAINING TRAFFIC	LS	1	\$40,000.00	\$40,000.00
19	808-75596	SNOWPLOWABLE RAISED PAVEMENT MARKER, REMOVE	EA	63	\$15.00	\$945.00
20	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN	LFT	38,804	\$0.65	\$25,222.60
21	808-11478	LINE, THERMOPLASTIC, DOTTED, WHITE, 8 IN	LFT	168	\$1.35	\$226.80
22	808-11482	LINE, THERMOPLASTIC, DOTTED, WHITE, 4 IN	LFT	380	\$0.65	\$247.00
23	808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN	LFT	41,934	\$0.65	\$27,257.10

24	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN	LFT	142	\$10.50	\$1,491.00
25	808-03439	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN	LFT	502	\$10.50	\$5,271.00
26	808-10118	TRANSVERSE MARKING, THERMOPLASTIC, YIELD LINE, WHITE, 24 IN	LFT	68	\$14.50	\$986.00
27	808-02977	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, BIKE SYMBOL	EACH	11	\$315.00	\$3,465.00
28	808-75320	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW	EA	11	\$280.00	\$3,080.00
Total						\$2,370,867.50

Base Bid Amount in words for 2023 Resurfacing Project:

Two million, three hundred Seventy thousand, eight hundred sixty seven Dollars and 50 /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.

ALTERNATE 1 ITEMIZED PROPOSAL

ID	ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
AI-1	110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1	\$ 5,999.70	\$ 5,999.70
AI-2	203-02000	EXCAVATION, COMMON	CYS	13	\$ 95.00	\$ 1,235.00
AI-3	214-07202	GEOGRID, TYPE 1A, UNDISTRIBUTED	SYS	75	\$ 9.00	\$ 675.00
AI-4	303-01180	COMPACTED AGGREGATE, NO. 53	TON	25	\$ 55.00	\$ 1,375.00
AI-5	304-07490	HMA PATCHING, TYPE B, UNDISTRIBUTED	TON	50	\$ 135.00	\$ 6,750.00
AI-6	306-08036	MILLING, ASPHALT, 2 IN	SYS	14,813	\$ 2.10	\$ 31,107.30
AI-7	401-07321	HMA, TYPE B, 64, SURFACE, 9.5 mm	TON	1,630	\$ 90.00	\$ 146,700.00
AI-8	406-05521	ASPHALT FOR TACK COAT	TON	3.7	\$ 50.00	\$ 185.00
AI-9	801-06775	MAINTAINING TRAFFIC	LS	1	\$ 3,630.00	\$ 3,630.00
AI-10	808-75596	SNOWPLOWABLE RAISED PAVEMENT MARKER, REMOVE	EA	8	\$ 15.00	\$ 120.00
Total						\$ 197,777.00

Alternate 1 Bid Amount in words for 2023 Resurfacing Project:

One hundred ninety seven thousand, seven hundred seventy seven Dollars and 00 /100

The above prices are the sum of the quoted unit prices multiplied by the quantity for each item as shown on the above Alternate 1 Itemized Proposal.

ALTERNATE 2 ITEMIZED PROPOSAL

ID	ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
A2-1	110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1	\$ 4,999.70	\$ 4,999.70
A2-2	203-02000	EXCAVATION, COMMON	CYS	13	\$ 95.00	\$ 1,235.00
A2-3	214-07202	GEOGRID, TYPE 1A, UNDISTRIBUTED	SYS	75	\$ 9.00	\$ 675.00
A2-4	303-01180	COMPACTED AGGREGATE, NO. 53	TON	25	\$ 55.00	\$ 1,375.00
A2-6	304-07490	HMA PATCHING, TYPE B, UNDISTRIBUTED	TON	50	\$ 135.00	\$ 6,750.00
A2-5	306-08036	MILLING, ASPHALT, 2 IN	SYS	7,458	\$ 2.10	\$ 15,661.80
A2-7	401-07321	HMA, TYPE B, 64, SURFACE, 9.5 mm	TON	821	\$ 90.00	\$ 73,890.00
A2-8	406-05521	ASPHALT FOR TACK COAT	TON	1.9	\$ 50.00	\$ 95.00
A2-9	801-06775	MAINTAINING TRAFFIC	LS	1	\$ 2,850.00	\$ 2,850.00
A2-10	808-06703	SNOWFLOWABLE RAISED PAVEMENT MARKER, REMOVE	EA	8	\$ 15.00	\$ 120.00
A2-11	808-03439	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN	LFT	17	\$ 10.50	\$ 178.50
Total						\$ 107,830.00

Alternate 2 Bid Amount in words for 2023 Resurfacing Project:

One hundred seven thousand, eight hundred thirty Dollars and **00** /100

The above prices are the sum of the quoted unit prices multiplied by the quantity for each item as shown on the above Alternate 2 Itemized Proposal.

ALTERNATE 3 ITEMIZED PROPOSAL

ID	ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
A3-1	110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1	\$ 8,250.25	\$ 8,250.25
A3-2	203-02000	EXCAVATION, COMMON	CYS	12	\$ 95.00	\$ 1,140.00
A3-3	214-07202	GEOGRID, TYPE 1A, UNDISTRIBUTED	SYS	68	\$ 9.00	\$ 612.00
A3-4	303-01180	COMPACTED AGGREGATE, NO. 53	TON	23	\$ 55.00	\$ 1,265.00
A3-5	304-07490	HMA PATCHING, TYPE B, UNDISTRIBUTED	TON	45	\$ 135.00	\$ 6,075.00
A3-6	306-08038	MILLING, ASPHALT, 4 IN	SYS	6,739	\$ 3.25	\$ 21,901.75
A3-7	401-07321	HMA, TYPE B, 64, SURFACE, 9.5 mm	TON	556	\$ 90.00	\$ 50,040.00
A3-8	401-07390	HMA, TYPE B, 64, INTERMEDIATE, 19.0 mm	TON	927	\$ 80.00	\$ 74,160.00
A3-9	406-05521	ASPHALT FOR TACK COAT	TON	3.4	\$ 50.00	\$ 170.00
A3-10	801-06775	MAINTAINING TRAFFIC	LS	1	\$ 6,000.00	\$ 6,000.00
A3-11	808-06703	SNOWPLOWABLE RAISED PAVEMENT MARKER, REMOVE	EA	4	\$ 15.00	\$ 60.00
Total						\$ 169,674.00

Alternate 3 Bid Amount in words for 2023 Resurfacing Project:

One hundred sixty nine thousand, six hundred seventy four Dollars and 00 /100

The above prices are the sum of the quoted unit prices multiplied by the quantity for each item as shown on the above Alternate 3 Itemized Proposal.

2023 Resurfacing Project

ID	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Raymond Lane (Sapphire Court to Worth Court)		Sapphire Drive (146th Street to Oak Ridge Road)		Victory Court (Worth Court to End)	
				CONTRACTOR BID		CONTRACTOR BID		CONTRACTOR BID	
				UNIT PRICES	TOTAL	UNIT PRICES	TOTAL	UNIT PRICES	TOTAL
1	MOBILIZATION AND DEMOBILIZATION	LS	1	\$ 3,166.00	\$ 3,166.00			\$ 3,166.00	\$ 3,166.00
2	PIPE, REMOVE	LFT	0	\$ 20.00	\$ -	\$ 20.00	\$ -	\$ 20.00	\$ -
3	EXCAVATION, COMMON, UNDISTRIBUTED	CYS	2	\$ 95.00	\$ 190.00	\$ 95.00	\$ 665.00	\$ 95.00	\$ 285.00
4	SUBGRADE TREATMENT, TYPE 1B	SYS	0	\$ 13.00	\$ -	\$ 13.00	\$ -	\$ 13.00	\$ -
5	STRUCTURE BACKFILL, TYPE 2	CYS	0	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ 150.00	\$ -
6	GEOGRID, TYPE 1A, UNDISTRIBUTED	SYS	11	\$ 7.00	\$ 77.00	\$ 7.00	\$ 280.00	\$ 7.00	\$ 98.00
7	COMPACTED AGGREGATE, NO. 53	TON	4	\$ 30.00	\$ 120.00	\$ 30.00	\$ 420.00	\$ 30.00	\$ 150.00
8	HMA PATCHING, TYPE B, UNDISTRIBUTED	TON	4	\$ 130.00	\$ 520.00	\$ 130.00	\$ 1,820.00	\$ 130.00	\$ 650.00
9	MILLING, ASPHALT, 2 IN	SYS	2227	\$ 1.60	\$ 3,563.20	\$ 1.60	\$ 12,843.20	\$ 1.60	\$ 4,448.00
10	HMA, TYPE B, 64, SURFACE, 9.5 mm	TON	245	\$ 90.00	\$ 22,050.00	\$ 90.00	\$ 79,470.00	\$ 90.00	\$ 27,540.00
11	HMA, TYPE C, 70, SURFACE, 9.5 mm	TON	0	\$ 90.00	\$ -	\$ 90.00	\$ -	\$ 90.00	\$ -
12	HMA, TYPE B, 64, INTERMEDIATE, 19.0 mm	TON	0	\$ 80.00	\$ -	\$ 80.00	\$ -	\$ 80.00	\$ -
13	HMA, TYPE B, 64, BASE, 25.0 mm	TON	0	\$ 50.00	\$ -	\$ 50.00	\$ -	\$ 50.00	\$ -
14	ASPHALT FOR TACK COAT	TON	0.6	\$ 50.00	\$ 30.00	\$ 50.00	\$ 100.00	\$ 50.00	\$ 35.00
15	PIPE, TYPE 1, CIRCULAR, 12 IN	LFT	0	\$ 70.00	\$ -	\$ 70.00	\$ -	\$ 70.00	\$ -
16	CASTING, VALVE, ADJUST TO GRADE, UNDISTRIBUTED	EA	0	\$ 2,200.00	\$ -	\$ 2,200.00	\$ -	\$ 2,200.00	\$ -
17	CASTING, VALVE, ADJUST TO GRADE, UNDISTRIBUTED	EA	0	\$ 2,200.00	\$ -	\$ 2,200.00	\$ -	\$ 2,200.00	\$ -
18	MAINTAINING TRAFFIC	LS	1	\$ 833.00	\$ 833.00	\$ 833.00	\$ 833.00	\$ 833.00	\$ 833.00
19	SNOWPLOWABLE RAISED PAVEMENT MARKER, REMOVE	EA	4	\$ 15.00	\$ 60.00	\$ 15.00	\$ 60.00	\$ 15.00	\$ 30.00
20	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, BIKE SYMBOL	EA	0	\$ 315.00	\$ -	\$ 315.00	\$ -	\$ 315.00	\$ -
21	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, YIELD LINE, WHITE, 24 IN	LFT	0	\$ 14.50	\$ -	\$ 14.50	\$ -	\$ 14.50	\$ -
22	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN	LFT	0	\$ 10.50	\$ -	\$ 10.50	\$ 1,365.00	\$ 10.50	\$ -
23	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN	LFT	0	\$ 0.65	\$ -	\$ 0.65	\$ -	\$ 0.65	\$ -
24	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN	LFT	0	\$ 0.65	\$ -	\$ 0.65	\$ -	\$ 0.65	\$ -
25	LINE, THERMOPLASTIC, DOTTED, WHITE, 4 IN	LFT	0	\$ 0.65	\$ -	\$ 0.65	\$ -	\$ 0.65	\$ -
26	LINE, THERMOPLASTIC, DOTTED, WHITE, 8 IN	LFT	0	\$ 1.35	\$ -	\$ 1.35	\$ -	\$ 1.35	\$ -
27	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN	LFT	0	\$ 10.50	\$ -	\$ 10.50	\$ 357.00	\$ 10.50	\$ -
28	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW	EA	0	\$ 280.00	\$ -	\$ 280.00	\$ -	\$ 280.00	\$ -
TOTAL					\$30,609.20		\$101,379.20		\$37,235.00

2023 Resurfacing Project

ID	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Worth Court (from End to End)		Austrian Pine Way (First Rock Drive ~115 N to E Pine Ridge Drive)		E Pine Ridge Drive (Agate Lane to Norway Spruce Lane ~360' W)	
				CONTRACTOR BID		CONTRACTOR BID		CONTRACTOR BID	
				UNIT PRICES	TOTAL	UNIT PRICES	TOTAL	UNIT PRICES	TOTAL
1	MOBILIZATION AND DEMOBILIZATION	LS	1	\$ 3,166.00	\$ 3,166.00	\$ 3,166.00	\$ 3,166.00	\$ 3,166.00	\$ 3,166.00
2	PIPE, REMOVE	LFT	0	\$ 20.00	\$ -	\$ 20.00	\$ -	\$ 20.00	\$ -
3	EXCAVATION, COMMON, UNDISTRIBUTED	CYS	5	\$ 95.00	\$ 475.00	\$ 95.00	\$ 285.00	\$ 95.00	\$ 285.00
4	SUBGRADE TREATMENT, TYPE 1B	SYS	0	\$ 13.00	\$ -	\$ 13.00	\$ -	\$ 13.00	\$ -
5	STRUCTURE BACKFILL, TYPE 2	CYS	0	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ 150.00	\$ -
6	GEOGRID, TYPE 1A, UNDISTRIBUTED	SYS	27	\$ 7.00	\$ 189.00	\$ 7.00	\$ 112.00	\$ 19	\$ 133.00
7	COMPACTED AGGREGATE, NO. 53	TON	9	\$ 30.00	\$ 270.00	\$ 30.00	\$ 180.00	\$ 6	\$ 180.00
8	HMA PATCHING, TYPE B, UNDISTRIBUTED	TON	9	\$ 130.00	\$ 1,170.00	\$ 130.00	\$ 650.00	\$ 6	\$ 780.00
9	MILLING, ASPHALT, 2 IN	SYS	5274	\$ 1.60	\$ 8,438.40	\$ 1.60	\$ 4,896.00	\$ 3660	\$ 5,856.00
10	HMA, TYPE B, 64, SURFACE, 9.5 mm	TON	581	\$ 90.00	\$ 52,290.00	\$ 90.00	\$ 30,330.00	\$ 403	\$ 36,270.00
11	HMA, TYPE C, 70, SURFACE, 9.5 mm	TON	0	\$ 90.00	\$ -	\$ 90.00	\$ -	\$ 0	\$ -
12	HMA, TYPE B, 64, INTERMEDIATE, 19.0 mm	TON	0	\$ 80.00	\$ -	\$ 80.00	\$ -	\$ 0	\$ -
13	HMA, TYPE B, 64, BASE, 25.0 mm	TON	0	\$ 80.00	\$ -	\$ 80.00	\$ -	\$ 0	\$ -
14	ASPHALT FOR TRUCK COAT	TON	1.3	\$ 50.00	\$ 65.00	\$ 50.00	\$ 40.00	\$ 0.9	\$ 45.00
15	PIPE, TYPE 1, CIRCULAR, 12 IN	LFT	0	\$ 70.00	\$ -	\$ 70.00	\$ -	\$ 0	\$ -
16	CASTING, ADJUST TO GRADE, UNDISTRIBUTED	EA	0	\$ 2,200.00	\$ -	\$ 2,200.00	\$ -	\$ 0	\$ -
17	CASTING, VALVE, ADJUST TO GRADE, UNDISTRIBUTED	EA	0	\$ 2,200.00	\$ -	\$ 2,200.00	\$ -	\$ 0	\$ -
18	MAINTAINING TRAFFIC	LS	1	\$ 833.00	\$ 833.00	\$ 833.00	\$ 833.00	\$ 1	\$ 833.00
19	SNOW/LOWABLE RAISED PAVEMENT MARKER, REMOVE	EA	2	\$ 15.00	\$ 30.00	\$ 15.00	\$ 30.00	\$ 3	\$ 45.00
20	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, BIKE SYMBOL	EA	0	\$ 315.00	\$ -	\$ 315.00	\$ -	\$ 0	\$ -
21	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, YIELD LINE, WHITE, 24 IN	LFT	0	\$ 14.50	\$ -	\$ 14.50	\$ -	\$ 0	\$ -
22	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN	LFT	0	\$ 10.50	\$ -	\$ 10.50	\$ -	\$ 0	\$ -
23	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN	LFT	0	\$ 0.65	\$ -	\$ 0.65	\$ -	\$ 0	\$ -
24	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN	LFT	0	\$ 0.65	\$ -	\$ 0.65	\$ -	\$ 0	\$ -
25	LINE, THERMOPLASTIC, DOTTED, WHITE, 4 IN	LFT	0	\$ 0.65	\$ -	\$ 0.65	\$ -	\$ 0	\$ -
26	LINE, THERMOPLASTIC, DOTTED, WHITE, 8 IN	LFT	0	\$ 1.35	\$ -	\$ 1.35	\$ -	\$ 0	\$ -
27	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN	LFT	0	\$ 10.50	\$ -	\$ 10.50	\$ -	\$ 0	\$ -
28	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW	EA	0	\$ 280.00	\$ -	\$ 280.00	\$ -	\$ 0	\$ -
TOTAL					\$66,926.40		\$40,522.00		\$47,593.00

2023 Resurfacing Project

		Flat Rock Drive (Austrian Pine Way to End)				Pine Wood Lane (Flat Rock Drive to Pine Ridge Lane)				Agate Lane (Pine Ridge Drive to End)			
ID	DESCRIPTION	UNIT	ESTIMATED QUANTITY	CONTRACTOR BID		ESTIMATED QUANTITY	CONTRACTOR BID		ESTIMATED QUANTITY	CONTRACTOR BID			
				UNIT PRICES	TOTAL		UNIT PRICES	TOTAL		UNIT PRICES	TOTAL		
1	MOBILIZATION AND DEMOBILIZATION	LS	1	\$ 3,166.00	\$ 3,166.00	1	\$ 3,166.00	\$ 3,166.00	1	\$ 3,166.00	\$ 3,166.00		
2	PIPE, REMOVE	LFT	0	\$ 20.00	\$ -	0	\$ 20.00	\$ -	0	\$ 20.00	\$ -		
3	EXCAVATION, COMMON, UNDISTRIBUTED	CYS	3	\$ 95.00	\$ 285.00	3	\$ 95.00	\$ 285.00	1	\$ 95.00	\$ 95.00		
4	SUBGRADE TREATMENT, TYPE 1B	SYS	0	\$ 13.00	\$ -	0	\$ 13.00	\$ -	0	\$ 13.00	\$ -		
5	STRUCTURE BACKFILL, TYPE 2	CYS	0	\$ 150.00	\$ -	0	\$ 150.00	\$ -	0	\$ 150.00	\$ -		
6	GEOGRID, TYPE 1A, UNDISTRIBUTED	SYS	16	\$ 7.00	\$ 112.00	18	\$ 7.00	\$ 126.00	6	\$ 7.00	\$ 42.00		
7	COMPACTED AGGREGATE, NO. 53	TON	5	\$ 30.00	\$ 150.00	6	\$ 30.00	\$ 180.00	2	\$ 30.00	\$ 60.00		
8	HMA PATCHING, TYPE B, UNDISTRIBUTED	TON	6	\$ 130.00	\$ 780.00	6	\$ 130.00	\$ 780.00	2	\$ 130.00	\$ 260.00		
9	MILLING, ASPHALT, 2 IN	SYS	3152	\$ 1.60	\$ 5,043.20	3475	\$ 1.60	\$ 5,560.00	1170	\$ 1.60	\$ 1,872.00		
10	HMA, TYPE B, 64, SURFACE, 9.5 mm	TON	347	\$ 90.00	\$ 31,230.00	383	\$ 90.00	\$ 34,470.00	129	\$ 90.00	\$ 11,610.00		
11	HMA, TYPE C, 70, SURFACE, 9.5 mm	TON	0	\$ 90.00	\$ -	0	\$ 90.00	\$ -	0	\$ 90.00	\$ -		
12	HMA, TYPE B, 64, INTERMEDIATE, 19.0 mm	TON	0	\$ 80.00	\$ -	0	\$ 80.00	\$ -	0	\$ 80.00	\$ -		
13	HMA, TYPE B, 64, BASE, 25.0 mm	TON	0	\$ 80.00	\$ -	0	\$ 80.00	\$ -	0	\$ 80.00	\$ -		
14	ASPHALT FOR TACK COAT	TON	0.8	\$ 50.00	\$ 40.00	0.9	\$ 50.00	\$ 45.00	0.3	\$ 50.00	\$ 15.00		
15	PIPE, TYPE 1, CIRCULAR, 12 IN	LFT	0	\$ 70.00	\$ -	0	\$ 70.00	\$ -	0	\$ 70.00	\$ -		
16	CASTING, ADJUST TO GRADE, UNDISTRIBUTED	EA	0	\$ 2,200.00	\$ -	0	\$ 2,200.00	\$ -	0	\$ 2,200.00	\$ -		
17	CASTING, VALVE, ADJUST TO GRADE, UNDISTRIBUTED	EA	0	\$ 2,200.00	\$ -	0	\$ 2,200.00	\$ -	0	\$ 2,200.00	\$ -		
18	MAINTAINING TRAFFIC	LS	1	\$ 833.00	\$ 833.00	1	\$ 833.00	\$ 833.00	1	\$ 833.00	\$ 833.00		
19	SNOWPLOWABLE RAISED PAVEMENT MARKER, REMOVE	EA	4	\$ 15.00	\$ 60.00	2	\$ 15.00	\$ 30.00	0	\$ 15.00	\$ -		
20	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, BIKE SYMBOL	EA	0	\$ 315.00	\$ -	0	\$ 315.00	\$ -	0	\$ 315.00	\$ -		
21	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, YIELD LINE, WHITE, 24 IN	LFT	0	\$ 14.50	\$ -	0	\$ 14.50	\$ -	0	\$ 14.50	\$ -		
22	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN	LFT	0	\$ 10.50	\$ -	0	\$ 10.50	\$ -	0	\$ 10.50	\$ -		
23	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN	LFT	0	\$ 0.65	\$ -	0	\$ 0.65	\$ -	0	\$ 0.65	\$ -		
24	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN	LFT	0	\$ 0.65	\$ -	0	\$ 0.65	\$ -	0	\$ 0.65	\$ -		
25	LINE, THERMOPLASTIC, DOTTED, WHITE, 4 IN	LFT	0	\$ 0.65	\$ -	0	\$ 0.65	\$ -	0	\$ 0.65	\$ -		
26	LINE, THERMOPLASTIC, DOTTED, WHITE, 8 IN	LFT	0	\$ 1.35	\$ -	0	\$ 1.35	\$ -	0	\$ 1.35	\$ -		
27	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN	LFT	0	\$ 10.50	\$ -	0	\$ 10.50	\$ -	0	\$ 10.50	\$ -		
28	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW	EA	0	\$ 280.00	\$ -	0	\$ 280.00	\$ -	0	\$ 280.00	\$ -		
TOTAL				\$41,699.20		\$45,475.00		\$27,953.00					

2023 Resurfacing Project

ID	DESCRIPTION	UNIT	ESTIMATED QUANTITY	E Quail Wood Lane (Agate Lane to Troy Lane)		W Pine Ridge Drive (W Quail Wood Lane to Agate Lane)		W Quail Wood Lane (Agate Lane to End)	
				CONTRACTOR BID		CONTRACTOR BID		CONTRACTOR BID	
				UNIT PRICES	TOTAL	UNIT PRICES	TOTAL	UNIT PRICES	TOTAL
1	MOBILIZATION AND DEMOBILIZATION	LS	1	\$ 3,166.00	\$ 3,166.00	\$ 3,166.00	\$ 3,166.00	\$ 3,166.00	\$ 3,166.00
2	PIPE, REMOVE	LFT	0	\$ 20.00	-	\$ 20.00	-	\$ 20.00	-
3	EXCAVATION, COMMON, UNDISTRIBUTED	CYS	3	\$ 95.00	\$ 285.00	\$ 95.00	\$ 190.00	\$ 95.00	\$ 285.00
4	SUBGRADE TREATMENT, TYPE IB	SYS	0	\$ 13.00	-	\$ 13.00	-	\$ 13.00	-
5	STRUCTURE BACKFILL, TYPE 2	CYS	0	\$ 150.00	-	\$ 150.00	-	\$ 150.00	-
6	GEOGRID, TYPE 1A, UNDISTRIBUTED	SYS	18	\$ 7.00	\$ 126.00	\$ 7.00	\$ 77.00	\$ 7.00	\$ 105.00
7	COMPACTED AGGREGATE, NO. 53	TON	6	\$ 30.00	\$ 180.00	\$ 30.00	\$ 120.00	\$ 30.00	\$ 150.00
8	HMA PATCHING, TYPE B, UNDISTRIBUTED	TON	6	\$ 130.00	\$ 780.00	\$ 130.00	\$ 520.00	\$ 130.00	\$ 650.00
9	MILLING, ASPHALT, 2 IN	SYS	3570	\$ 1.60	\$ 5,712.00	\$ 1.60	\$ 3,456.00	\$ 1.60	\$ 4,608.00
10	HMA, TYPE B, 64, SURFACE, 9.5 mm	TON	393	\$ 90.00	\$ 35,370.00	\$ 90.00	\$ 21,420.00	\$ 90.00	\$ 28,590.00
11	HMA, TYPE C, 70, SURFACE, 9.5 mm	TON	0	\$ 90.00	-	\$ 90.00	-	\$ 90.00	-
12	HMA, TYPE B, 64, INTERMEDIATE, 19.0 mm	TON	0	\$ 80.00	-	\$ 80.00	-	\$ 80.00	-
13	HMA, TYPE B, 64, BASE, 25.0 mm	TON	0	\$ 80.00	-	\$ 80.00	-	\$ 80.00	-
14	ASPHALT FOR TACK COAT	TON	0.9	\$ 50.00	\$ 45.00	\$ 50.00	\$ 30.00	\$ 50.00	\$ 35.00
15	PIPE, TYPE 1, CIRCULAR, 12 IN	LFT	0	\$ 70.00	-	\$ 70.00	-	\$ 70.00	-
16	CASTING, ADJUST TO GRADE, UNDISTRIBUTED	EA	0	\$ 2,200.00	-	\$ 2,200.00	-	\$ 2,200.00	-
17	CASTING, VALVE, ADJUST TO GRADE, UNDISTRIBUTED	EA	0	\$ 2,200.00	-	\$ 2,200.00	-	\$ 2,200.00	-
18	MAINTAINING TRAFFIC	LS	1	\$ 833.00	\$ 833.00	\$ 833.00	\$ 833.00	\$ 833.00	\$ 833.00
19	SNOW/LOWABLE RAISED PAVEMENT MARKER, REMOVE	EA	2	\$ 15.00	\$ 30.00	\$ 15.00	-	\$ 15.00	\$ 75.00
20	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, BIKE SYMBOL	EA	0	\$ 315.00	-	\$ 315.00	-	\$ 315.00	-
21	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, YIELD LINE, WHITE, 24 IN	LFT	0	\$ 14.50	-	\$ 14.50	-	\$ 14.50	-
22	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN	LFT	0	\$ 10.50	-	\$ 10.50	-	\$ 10.50	-
23	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN	LFT	0	\$ 0.65	-	\$ 0.65	-	\$ 0.65	-
24	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN	LFT	0	\$ 0.65	-	\$ 0.65	-	\$ 0.65	-
25	LINE, THERMOPLASTIC, DOTTED, WHITE, 4 IN	LFT	0	\$ 0.65	-	\$ 0.65	-	\$ 0.65	-
26	LINE, THERMOPLASTIC, DOTTED, WHITE, 8 IN	LFT	0	\$ 1.35	-	\$ 1.35	-	\$ 1.35	-
27	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN	LFT	0	\$ 10.50	-	\$ 10.50	-	\$ 10.50	-
28	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW	EA	0	\$ 280.00	-	\$ 280.00	-	\$ 280.00	-
TOTAL					\$465,527.00		\$29,812.00		\$36,437.00

2023 Resurfacing Project

ID	DESCRIPTION	UNIT	ESTIMATED QUANTITY	166TH ST (EAGLE CREEK AVE TO DITCH ROAD)		KINSEY AVE (186TH ST TO 181ST ST)		RUCH WAY (171st Street to End)	
				CONTRACTOR BID		CONTRACTOR BID		CONTRACTOR BID	
				UNIT PRICES	TOTAL	UNIT PRICES	TOTAL	UNIT PRICES	TOTAL
1	MOBILIZATION AND DEMOBILIZATION	LS	1	\$ 20,292.00	\$ 20,292.00	\$ 3,166.00	\$ 3,166.00	\$ 3,166.00	\$ 3,166.00
2	PIPE, REMOVE	LFT	24	\$ 20.00	\$ 480.00	\$ 20.00	\$ -	\$ 20.00	\$ -
3	EXCAVATION, COMMON, UNDISTRIBUTED	CYS	5354	\$ 25.00	\$ 133,850.00	\$ 95.00	\$ 475.00	\$ 95.00	\$ 285.00
4	SUBGRADE TREATMENT, TYPE 1B	CYS	15420	\$ 13.00	\$ 200,460.00	\$ 13.00	\$ -	\$ 13.00	\$ -
5	STRUCTURE BACKFILL, TYPE 2	CYS	5	\$ 130.00	\$ 750.00	\$ 150.00	\$ -	\$ 150.00	\$ -
6	GEOGRID, TYPE 1A, UNDISTRIBUTED	SYS	77	\$ 7.00	\$ 539.00	\$ 7.00	\$ 210.00	\$ 7.00	\$ 119.00
7	COMPACTED AGGREGATE, NO. 53	TON	6535	\$ 30.00	\$ 196,050.00	\$ 30.00	\$ 300.00	\$ 30.00	\$ 180.00
8	HMA PATCHING, TYPE B, UNDISTRIBUTED	TON	25	\$ 130.00	\$ 3,250.00	\$ 130.00	\$ 1,300.00	\$ 130.00	\$ 780.00
9	MILLING, ASPHALT, 2 IN	SYS	0	\$ 1.60	\$ -	\$ 1.60	\$ 9,430.40	\$ 1.60	\$ 5,315.20
10	HMA, TYPE B, 64, SURFACE, 9.5 mm	TON	0	\$ 90.00	\$ -	\$ 90.00	\$ 58,320.00	\$ 90.00	\$ 32,940.00
11	HMA, TYPE C, 70, SURFACE, 9.5 mm	TON	1272	\$ 90.00	\$ 114,480.00	\$ 90.00	\$ -	\$ 90.00	\$ -
12	HMA, TYPE B, 64, INTERMEDIATE, 19.0 mm	TON	2120	\$ 80.00	\$ 169,600.00	\$ 80.00	\$ -	\$ 80.00	\$ -
13	HMA, TYPE B, 64, BASE, 25.0 mm	TON	2120	\$ 80.00	\$ 169,600.00	\$ 80.00	\$ -	\$ 80.00	\$ -
14	ASPHALT FOR TACK COAT	TON	7.7	\$ 50.00	\$ 385.00	\$ 50.00	\$ 75.00	\$ 50.00	\$ 40.00
15	PIPE, TYPE 1, CIRCULAR, 12 IN	LFT	54	\$ 70.00	\$ 3,780.00	\$ 70.00	\$ -	\$ 70.00	\$ -
16	CASTING, ADJUST TO GRADE, UNDISTRIBUTED	EA	0	\$ 2,200.00	\$ -	\$ 2,200.00	\$ -	\$ 2,200.00	\$ -
17	CASTING, VALVE, ADJUST TO GRADE, UNDISTRIBUTED	EA	0	\$ 2,200.00	\$ -	\$ 2,200.00	\$ -	\$ 2,200.00	\$ -
18	MAINTAINING TRAFFIC	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 833.00	\$ 833.00	\$ 833.00	\$ 833.00
19	SNOWPLOWABLE RAISED PAVEMENT MARKER, REMOVE	EA	18	\$ 15.00	\$ 270.00	\$ 15.00	\$ 30.00	\$ 15.00	\$ 45.00
20	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, BIKE SYMBOL	EA	0	\$ 315.00	\$ -	\$ 315.00	\$ -	\$ 315.00	\$ -
21	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, YIELD LINE, WHITE, 24 IN	LFT	0	\$ 14.50	\$ -	\$ 14.50	\$ -	\$ 14.50	\$ -
22	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN	LFT	0	\$ 10.50	\$ -	\$ 10.50	\$ -	\$ 10.50	\$ -
23	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN	LFT	15420	\$ 0.65	\$ 10,023.00	\$ 0.65	\$ 3,831.10	\$ 0.65	\$ -
24	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN	LFT	15420	\$ 0.65	\$ 10,023.00	\$ 0.65	\$ 3,831.10	\$ 0.65	\$ -
25	LINE, THERMOPLASTIC, DOTTED, WHITE, 4 IN	LFT	0	\$ 0.65	\$ -	\$ 0.65	\$ -	\$ 0.65	\$ -
26	LINE, THERMOPLASTIC, DOTTED, WHITE, 8 IN	LFT	0	\$ 1.35	\$ -	\$ 1.35	\$ -	\$ 1.35	\$ -
27	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN	LFT	48	\$ 10.50	\$ 504.00	\$ 10.50	\$ 294.00	\$ 10.50	\$ -
28	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW	EA	0	\$ 280.00	\$ -	\$ 280.00	\$ -	\$ 280.00	\$ -
TOTAL					\$1,054,336.00		\$82,095.60		\$43,703.20

2023 Resurfacing Project

ID	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Hinsdale Way (Fatch Way to Carey Road)		Shadown Way (End to End)		Eagletown Road (SR 32 to Corporate Limits)	
				CONTRACTOR BID		CONTRACTOR BID		CONTRACTOR BID	
				UNIT PRICES	TOTAL	UNIT PRICES	TOTAL	UNIT PRICES	TOTAL
1	MOBILIZATION AND DEMOBILIZATION	LS	1	\$ 3,166.00	\$ 3,166.00	\$ 3,166.00	\$ 3,166.00	\$ 3,166.00	\$ 3,166.00
2	PIPE, REMOVE	LFT	0	\$ 20.00	\$ -	\$ 20.00	\$ -	\$ 20.00	\$ -
3	EXCAVATION, COMMON, UNDISTRIBUTED	CYS	2	\$ 95.00	\$ 190.00	\$ 95.00	\$ 285.00	\$ 95.00	\$ 570.00
4	SUBGRADE TREATMENT, TYPE I#	SYS	0	\$ 13.00	\$ -	\$ 13.00	\$ -	\$ 13.00	\$ -
5	STRUCTURE BACKFILL, TYPE 2	CYS	0	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ 150.00	\$ -
6	GEOGRID, TYPE 1A, UNDISTRIBUTED	SYS	8	\$ 7.00	\$ 56.00	\$ 7.00	\$ 105.00	\$ 7.00	\$ 217.00
7	COMPACTED AGGREGATE, NO. 53	TON	3	\$ 30.00	\$ 90.00	\$ 30.00	\$ 150.00	\$ 30.00	\$ 330.00
8	HMA PATCHING, TYPE B, UNDISTRIBUTED	TON	3	\$ 130.00	\$ 390.00	\$ 130.00	\$ 650.00	\$ 130.00	\$ 1,430.00
9	MILLING, ASPHALT, 2 IN	SYS	1440	\$ 1.60	\$ 2,304.00	\$ 1.60	\$ 4,537.60	\$ 1.60	\$ 9,814.40
10	HMA, TYPE B, 64, SURFACE, 9.5 mm	TON	159	\$ 90.00	\$ 14,310.00	\$ 90.00	\$ 28,080.00	\$ 90.00	\$ 60,750.00
11	HMA, TYPE C, 70, SURFACE, 9.5 mm	TON	0	\$ 90.00	\$ -	\$ 90.00	\$ -	\$ 90.00	\$ -
12	HMA, TYPE B, 64, INTERMEDIATE, 19.0 mm	TON	0	\$ 80.00	\$ -	\$ 80.00	\$ -	\$ 80.00	\$ -
13	HMA, TYPE B, 64, BASE, 25.0 mm	TON	0	\$ 80.00	\$ -	\$ 80.00	\$ -	\$ 80.00	\$ -
14	ASPHALT FOR TACK COAT	TON	0.4	\$ 50.00	\$ 20.00	\$ 50.00	\$ 35.00	\$ 50.00	\$ 75.00
15	PIPE, TYPE 1, CIRCULAR, 12 IN	LFT	0	\$ 70.00	\$ -	\$ 70.00	\$ -	\$ 70.00	\$ -
16	CASTING, ADJUST TO GRADE, UNDISTRIBUTED	EA	0	\$ 2,200.00	\$ -	\$ 2,200.00	\$ -	\$ 2,200.00	\$ -
17	CASTING, VALVE, ADJUST TO GRADE, UNDISTRIBUTED	EA	0	\$ 2,200.00	\$ -	\$ 2,200.00	\$ -	\$ 2,200.00	\$ -
18	MAINTAINING TRAFFIC	LS	1	\$ 833.00	\$ 833.00	\$ 833.00	\$ 833.00	\$ 833.00	\$ 833.00
19	SNOW/LOWABLE RAISED PAVEMENT MARKER, REMOVE	EA	1	\$ 15.00	\$ 15.00	\$ 15.00	\$ 45.00	\$ 15.00	\$ -
20	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, BIKE SYMBOL	EA	0	\$ 315.00	\$ -	\$ 315.00	\$ -	\$ 315.00	\$ -
21	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, YIELD LINE, WHITE, 24 IN	LFT	0	\$ 14.50	\$ -	\$ 14.50	\$ -	\$ 14.50	\$ -
22	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN	LFT	0	\$ 10.50	\$ -	\$ 10.50	\$ -	\$ 10.50	\$ -
23	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN	LFT	0	\$ 0.65	\$ -	\$ 0.65	\$ -	\$ 0.65	\$ 3,417.70
24	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN	LFT	0	\$ 0.65	\$ -	\$ 0.65	\$ -	\$ 0.65	\$ 3,417.70
25	LINE, THERMOPLASTIC, DOTTED, WHITE, 4 IN	LFT	0	\$ 0.65	\$ -	\$ 0.65	\$ -	\$ 0.65	\$ -
26	LINE, THERMOPLASTIC, DOTTED, WHITE, 8 IN	LFT	0	\$ 1.35	\$ -	\$ 1.35	\$ -	\$ 1.35	\$ -
27	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN	LFT	0	\$ 10.50	\$ -	\$ 10.50	\$ -	\$ 10.50	\$ 147.00
28	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW	EA	0	\$ 280.00	\$ -	\$ 280.00	\$ -	\$ 280.00	\$ -
TOTAL					\$21,374.00		\$37,886.60		\$84,167.80

2023 Resurfacing Project

ID	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Commercial Street (SR 32 to Washington Street)		Fern Street (Commercial Street to Esplanade Road)		Washington Street (Commercial Street to Esplanade Road)	
				CONTRACTOR BID		CONTRACTOR BID		CONTRACTOR BID	
				UNIT PRICES	TOTAL	UNIT PRICES	TOTAL	UNIT PRICES	TOTAL
1	MOBILIZATION AND DEMOBILIZATION	LS	1	\$ 3,166.00	\$ 3,166.00	\$ 3,166.00	\$ 3,166.00	\$ 3,166.00	\$ 3,166.00
2	PIPE, REMOVE	LFT	0	\$ 20.00	\$ -	\$ 20.00	\$ -	\$ 20.00	\$ -
3	EXCAVATION, COMMON, UNDISTRIBUTED	CYS	1	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00	\$ 95.00
4	SUBGRADE TREATMENT, TYPE 1B	SYS	0	\$ 13.00	\$ -	\$ 13.00	\$ -	\$ 13.00	\$ -
5	STRUCTURE BACKFILL, TYPE 2	CYS	0	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ 150.00	\$ -
6	GEOGRID, TYPE 1A, UNDISTRIBUTED	SYS	5	\$ 7.00	\$ 35.00	\$ 7.00	\$ 28.00	\$ 7.00	\$ 21.00
7	COMPACTED AGGREGATE, NO. 53	TON	2	\$ 30.00	\$ 60.00	\$ 30.00	\$ 60.00	\$ 30.00	\$ 30.00
8	HMA PATCHING, TYPE B, UNDISTRIBUTED	TON	2	\$ 130.00	\$ 260.00	\$ 130.00	\$ 260.00	\$ 130.00	\$ 130.00
9	MILLING, ASPHALT, 2 IN	SYS	962	\$ 1.60	\$ 1,539.20	\$ 1.60	\$ 1,209.60	\$ 1.60	\$ 875.20
10	HMA, TYPE B, 64, SURFACE, 9.5 mm	TON	106	\$ 90.00	\$ 9,540.00	\$ 90.00	\$ 7,560.00	\$ 90.00	\$ 5,490.00
11	HMA, TYPE C, 70, SURFACE, 9.5 mm	TON	0	\$ 90.00	\$ -	\$ 90.00	\$ -	\$ 90.00	\$ -
12	HMA, TYPE B, 64, INTERMEDIATE, 19.0 mm	TON	0	\$ 80.00	\$ -	\$ 80.00	\$ -	\$ 80.00	\$ -
13	HMA, TYPE B, 64, BASE, 25.0 mm	TON	0	\$ 80.00	\$ -	\$ 80.00	\$ -	\$ 80.00	\$ -
14	ASPHALT FOR TACK COAT	TON	0.3	\$ 50.00	\$ 15.00	\$ 50.00	\$ 10.00	\$ 50.00	\$ 10.00
15	PIPE, TYPE 1, CIRCULAR, 12 IN	LFT	0	\$ 70.00	\$ -	\$ 70.00	\$ -	\$ 70.00	\$ -
16	CASTING, ADJUST TO GRADE, UNDISTRIBUTED	EA	0	\$ 2,200.00	\$ -	\$ 2,200.00	\$ -	\$ 2,200.00	\$ -
17	CASTING, VALVE, ADJUST TO GRADE, UNDISTRIBUTED	EA	0	\$ 2,200.00	\$ -	\$ 2,200.00	\$ -	\$ 2,200.00	\$ -
18	MAINTAINING TRAFFIC	LS	1	\$ 833.00	\$ 833.00	\$ 833.00	\$ 833.00	\$ 833.00	\$ 833.00
19	SNOWPLOWABLE RAISED PAVEMENT MARKER, REMOVE	EA	0	\$ 15.00	\$ -	\$ 15.00	\$ -	\$ 15.00	\$ -
20	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, BIKE SYMBOL	EA	0	\$ 315.00	\$ -	\$ 315.00	\$ -	\$ 315.00	\$ -
21	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, YIELD LINE, WHITE, 24 IN	LFT	0	\$ 14.50	\$ -	\$ 14.50	\$ -	\$ 14.50	\$ -
22	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN	LFT	0	\$ 10.50	\$ -	\$ 10.50	\$ -	\$ 10.50	\$ -
23	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN	LFT	0	\$ 0.65	\$ -	\$ 0.65	\$ -	\$ 0.65	\$ -
24	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN	LFT	0	\$ 0.65	\$ -	\$ 0.65	\$ -	\$ 0.65	\$ -
25	LINE, THERMOPLASTIC, DOTTED, WHITE, 4 IN	LFT	0	\$ 0.65	\$ -	\$ 0.65	\$ -	\$ 0.65	\$ -
26	LINE, THERMOPLASTIC, DOTTED, WHITE, 8 IN	LFT	0	\$ 1.35	\$ -	\$ 1.35	\$ -	\$ 1.35	\$ -
27	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN	LFT	8	\$ 10.50	\$ 84.00	\$ 10.50	\$ -	\$ 10.50	\$ -
28	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW	EA	0	\$ 280.00	\$ -	\$ 280.00	\$ -	\$ 280.00	\$ -
TOTAL					\$15,627.20		\$13,221.60		\$10,650.20

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.

* will be based on availability at time of work (11)

2023 Resurfacing Project

ID	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Fox Lane (Oak Ridge Road to End)		Super Star Court (Super Star Drive to End)		Super Star Drive (Oak Ridge Road to Fox Lane)	
				CONTRACTOR BID		CONTRACTOR BID		CONTRACTOR BID	
				UNIT PRICES	TOTAL	UNIT PRICES	TOTAL	UNIT PRICES	TOTAL
1	MOBILIZATION AND DEMOBILIZATION	LS	1	\$ 3,166.00	\$ 3,166.00	\$ 3,166.00	\$ 3,166.00	\$ 3,166.00	\$ 3,166.00
2	PIPE, REMOVE	LFT	0	\$ 20.00	\$ -	\$ 20.00	\$ -	\$ 20.00	\$ -
3	EXCAVATION, COMMON, UNDISTRIBUTED	CYS	3	\$ 95.00	\$ 285.00	\$ 95.00	\$ 95.00	\$ 95.00	\$ 190.00
4	SUBGRADE TREATMENT, TYPE I.B	SYS	0	\$ 13.00	\$ -	\$ 13.00	\$ -	\$ 13.00	\$ -
5	STRUCTURE BACKFILL, TYPE 2	CYS	0	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ 150.00	\$ -
6	GEOGRID, TYPE 1A, UNDISTRIBUTED	SYS	18	\$ 7.00	\$ 126.00	\$ 7.00	\$ 28.00	\$ 7.00	\$ 91.00
7	COMPACTED AGGREGATE, NO. 53	TON	6	\$ 30.00	\$ 180.00	\$ 30.00	\$ 60.00	\$ 30.00	\$ 150.00
8	HMA PATCHING, TYPE B, UNDISTRIBUTED	TON	6	\$ 130.00	\$ 780.00	\$ 130.00	\$ 260.00	\$ 130.00	\$ 650.00
9	MILLING, ASPHALT, 2 IN	SYS	3502	\$ 1.60	\$ 5,603.20	\$ 1.60	\$ 1,132.80	\$ 1.60	\$ 3,988.80
10	HMA, TYPE B, 64, SURFACE, 9.5 mm	TON	386	\$ 90.00	\$ 34,740.00	\$ 90.00	\$ 7,020.00	\$ 90.00	\$ 24,750.00
11	HMA, TYPE C, 70, SURFACE, 9.5 mm	TON	0	\$ 90.00	\$ -	\$ 90.00	\$ -	\$ 90.00	\$ -
12	HMA, TYPE B, 64, INTERMEDIATE, 19.0 mm	TON	0	\$ 80.00	\$ -	\$ 80.00	\$ -	\$ 80.00	\$ -
13	HMA, TYPE B, 64, BASE, 25.0 mm	TON	0	\$ 80.00	\$ -	\$ 80.00	\$ -	\$ 80.00	\$ -
14	ASPHALT FOR TRUCK COAT	TON	0.9	\$ 50.00	\$ 45.00	\$ 50.00	\$ 10.00	\$ 50.00	\$ 30.00
15	PIPE, TYPE 1, CIRCULAR, 12 IN	LFT	0	\$ 70.00	\$ -	\$ 70.00	\$ -	\$ 70.00	\$ -
16	CASTING, ADJUST TO GRADE, UNDISTRIBUTED	EA	0	\$ 2,200.00	\$ -	\$ 2,200.00	\$ -	\$ 2,200.00	\$ -
17	CASTING, VALVE, ADJUST TO GRADE, UNDISTRIBUTED	EA	0	\$ 2,200.00	\$ -	\$ 2,200.00	\$ -	\$ 2,200.00	\$ -
18	MAINTAINING TRAFFIC	LS	1	\$ 833.00	\$ 833.00	\$ 833.00	\$ 833.00	\$ 833.00	\$ 833.00
19	SNOW/LOWABLE RAISED PAVEMENT MARKER, REMOVE	EA	3	\$ 15.00	\$ 45.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 30.00
20	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, BIKE SYMBOL	EA	0	\$ 315.00	\$ -	\$ 315.00	\$ -	\$ 315.00	\$ -
21	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, YIELD LINE, WHITE, 18 IN	LFT	0	\$ 14.50	\$ -	\$ 14.50	\$ -	\$ 14.50	\$ -
22	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN	LFT	0	\$ 10.50	\$ -	\$ 10.50	\$ -	\$ 10.50	\$ -
23	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN	LFT	0	\$ 0.65	\$ -	\$ 0.65	\$ -	\$ 0.65	\$ -
24	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN	LFT	0	\$ 0.65	\$ -	\$ 0.65	\$ -	\$ 0.65	\$ -
25	LINE, THERMOPLASTIC, DOTTED, WHITE, 4 IN	LFT	0	\$ 0.65	\$ -	\$ 0.65	\$ -	\$ 0.65	\$ -
26	LINE, THERMOPLASTIC, DOTTED, WHITE, 8 IN	LFT	0	\$ 1.35	\$ -	\$ 1.35	\$ -	\$ 1.35	\$ -
27	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN	LFT	0	\$ 10.50	\$ -	\$ 10.50	\$ -	\$ 10.50	\$ -
28	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW	EA	0	\$ 280.00	\$ -	\$ 280.00	\$ -	\$ 280.00	\$ -
TOTAL					\$45,803.20		\$12,519.80		\$33,878.80

2023 Resurfacing Project

Spring Mill Rd, 156th St, RAB at 156th St

ID	DESCRIPTION	UNIT	ESTIMATED QUANTITY	CONTRACTOR BID							
				UNIT PRICES	TOTAL						
1	MOBILIZATION AND DEMOBILIZATION	LS	1	\$ 3,166.00	\$ 3,166.00						
2	PIPE, REMOVE	LFT	0	\$ 20.00	\$ -						
3	EXCAVATION, COMMON, UNDISTRIBUTED	CYS	45	\$ 95.00	\$ 4,275.00						
4	SUBGRADE TREATMENT, TYPE 1B	SYS	0	\$ 13.00	\$ -						
5	STRUCTURE BACKFILL, TYPE 2	CYS	0	\$ 150.00	\$ -						
6	GEOGRID, TYPE 1A, UNDISTRIBUTED	SYS	260	\$ 7.00	\$ 1,820.00						
7	COMPACTED AGGREGATE, NO. 53	TON	87	\$ 30.00	\$ 2,610.00						
8	HMA PATCHING, TYPE B, UNDISTRIBUTED	TON	200	\$ 130.00	\$ 26,000.00						
9	MILLING, ASPHALT, 2 IN	SYS	25909	\$ 1.60	\$ 41,454.40						
10	HMA, TYPE B, 64, SURFACE, 9.5 mm	TON	0	\$ 90.00	\$ -						
11	HMA, TYPE C, 70, SURFACE, 9.5 mm	TON	2850	\$ 90.00	\$ 256,500.00						
12	HMA, TYPE B, 64, INTERMEDIATE, 19.0 mm	TON	0	\$ 80.00	\$ -						
13	HMA, TYPE B, 64, BASE, 25.0 mm	TON	0	\$ 80.00	\$ -						
14	ASPHALT FOR TACK COAT	TON	6.5	\$ 50.00	\$ 325.00						
15	PIPE, TYPE 1, CIRCULAR, 12 IN	LFT	0	\$ 70.00	\$ -						
16	CASTING, ADJUST TO GRADE, UNDISTRIBUTED	EA	1	\$ 2,200.00	\$ 2,200.00						
17	CASTING, VALVE, ADJUST TO GRADE, UNDISTRIBUTED	EA	1	\$ 2,200.00	\$ 2,200.00						
18	MAINTAINING TRAFFIC	LS	1	\$ 833.00	\$ 833.00						
19	SNOWBLOWABLE RAISED PAVEMENT MARKER, REMOVE	EA	0	\$ 15.00	\$ -						
20	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, BIKE SYMBOL	EA	11	\$ 315.00	\$ 3,465.00						
21	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, YIELD LINE, WHITE, 24 IN	LFT	68	\$ 14.50	\$ 986.00						
22	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN	LFT	372	\$ 10.50	\$ 3,906.00						
23	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN	LFT	12232	\$ 0.65	\$ 7,950.80						
24	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN	LFT	15362	\$ 0.65	\$ 9,985.30						
25	LINE, THERMOPLASTIC, DOTTED, WHITE, 4 IN	LFT	380	\$ 0.65	\$ 247.00						
26	LINE, THERMOPLASTIC, DOTTED, WHITE, 8 IN	LFT	168	\$ 1.35	\$ 226.80						
27	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN	LFT	10	\$ 10.50	\$ 105.00						
28	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW	EA	11	\$ 280.00	\$ 3,080.00						
TOTAL					\$371,335.30						

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 hundred eighteen thousand, five hundred forty three ----37/100

Dollars (\$ 118,543.37),

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

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

Receipt of Addenda No. 1 & 2 is hereby acknowledged.

Respectfully submitted,

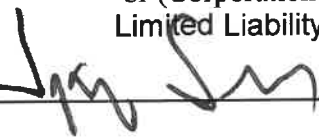
Baumgartner & Company, LLC.

Contractor

(Individual) (Partnership)

or (Corporation)

Limited Liability Company ✓

By 

Title Sales Manager

Dated:

Address 12461 Reynolds Dr.

March 10, 2023

Fishers, IN 46038

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.

BID OF

Baumgartner & Company, LLC.

(Contractor)

12461 Reynolds Dr.

(Address)

Fishers, IN 46038

FOR

PUBLIC WORKS PROJECTS

OF

City of Westfield

2023 Resurfacing Project

Filed

Action taken



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

Prescribed by State Board of Accounts

PART I

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

Date (month, day, year): 3.10.2023

1. Governmental Unit (Owner): City of Westfield
2. County : Hamilton
3. Bidder (Firm): Baumgartner & Company, LLC.
Address: 12461 Reynolds Dr.
City/State/ZIPcode: Fishers, IN 46038
4. Telephone Number: 317-296-7225
5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of 2023 Resurfacing project
(Governmental Unit) in accordance with plans and specifications prepared by City of Westfield

_____ and dated February 21, 2023 for the sum of
Two million, eight hundred forty six thousand, one hundred forty eight—50/100 \$ 2,846,148.50

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

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

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

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

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

ACCEPTANCE

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

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

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

Governmental Unit: City of Westfield

Bidder (Firm) Baumgartner & Company, LLC.

Date (month, day, year): 3/10/2023

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

SECTION I EXPERIENCE QUESTIONNAIRE

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

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
458,000.00	Public	9/1/2022	Town of Danville - 1010 E. Broadway Street - Danville, IN 46122
940,000.00	Public	10/1/2022	City of Elwood - 1505 South B Street Elwood, IN 46036
1,700,000.00	Public	8/15/2022	Brownburg Community School Corporation - 310 Stadium Dr. Brownburg, IN. 46112

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

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
1,700,000.00	Asphalt street resurfacing/misc work	7/25/2023	City of Westfield - 2706 East 171st street, Westfield, IN 46074
2,897,500.00	Asphalt street resurfacing/misc work	8/15/2023	Boone County Highway Department - 1955 Indianapolis Ave. Lebanon, IN. 46052

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

4. List references from private firms for which you have performed work.
- Shiel Sexton Company, Inc., 902 Capitol Avenue, Indianapolis, IN 46204
- Millennium Contractors LLC., 1531 W. Thompson Road #235, Indianapolis, IN 46217
- Capitol Construction Services, Inc., 11051 Village Square Lane, Fishers, IN 46038
- Meyer Najem Construction, 11787 Lantern Road, Suite 100, Fishers, IN 46038
- The Peterson Company, 7132 Zionsville Rd., Indianapolis, IN. 46268

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*
- We will complete the work per bidding documents.
2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.
- Indiana Traffic Services LLC., 3867 N. Commercial Parkway, Greenfield, IN 46140 - Striping
- Howard Companies - 2916 Kentucky Ave., Indianapolis IN. 46221 - Trucking
- CC&T Construction Inc. - 5051 Prospect St., Indianapolis, IN. 46203 - Concrete
- Mathew Milling Co., Inc. - 3254 E 400 S., Monticello IN. 47960 - Milling
- Alt & Witzig Engineering, Inc., - 4105 W. 99th Street, Carmel, IN. 46032 - Inspection and Material Testing

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

We will supply subcontractor list post bid.

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

See attached supplementary sheets.

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

We have received price quotes for material & services.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

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

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

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

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

SECTION V OATH AND AFFIRMATION

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

Dated at 8:00 a.m. this 10th day of March, 2023

Baumgartner & Company, LLC.

(Name of Organization)

By [Signature]

Sales Manager

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
COUNTY OF Hamilton) ss

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

Subscribed and sworn to before me this 10th day of March, 2023.

Lorraine K DeBolt
Notary Public

My Commission Expires: 4/29/27
County of Residence: Madison



Book Asset Detail 3/01/22 - 3/31/22

FYE: 12/31/2022 Mth: 3/31/2022

Asset	id	Property Description	Date In Service	Book Cost	Book Sec 179 Exp	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: automobile												
246		#123 1999 International 4700 Water	2/07/08	12,000.00	0.00	0.00	12,000.00	0.00	12,000.00	0.00	S/L	5.00
251		#123 14' Knapsheide Platform #U43	5/08/08	11,938.67	0.00	0.00	11,938.67	0.00	11,938.67	0.00	S/L	5.00
267		#127 2007 Ford F-150 Truck	3/17/09	13,681.25	0.00	0.00	13,681.25	0.00	13,681.25	0.00	S/L	5.00
270		#519 Steel Transfer Tank 110 Gallo	4/29/09	569.99	0.00	0.00	569.99	0.00	569.99	0.00	S/L	5.00
283		##520 Boss Snow Plow	12/29/09	750.00	0.00	0.00	750.00	0.00	750.00	0.00	S/L	5.00
308		#550 Auto Crane for Truck #131	4/16/10	934.49	0.00	0.00	934.49	0.00	934.49	0.00	S/L	5.00
309		#551 Bead Seating for Truck #131	4/26/10	413.56	0.00	0.00	413.56	0.00	413.56	0.00	S/L	5.00
310		#552 Hose Reel for Truck #131	4/29/10	355.64	0.00	0.00	355.64	0.00	355.64	0.00	S/L	5.00
311		Tool Box for Truck #131	5/28/10	913.49	0.00	0.00	913.49	0.00	913.49	0.00	S/L	5.00
312		#552 Hose and Hose reel for Truck	4/14/10	1,634.55	0.00	0.00	1,634.55	0.00	1,634.55	0.00	S/L	5.00
335		#553 750 Gal Elliptical Tank	10/01/10	2,020.68	0.00	0.00	2,020.68	0.00	2,020.68	0.00	S/L	5.00
339		#136 2008 Ford F-250	12/03/10	24,291.65	0.00	0.00	24,291.65	0.00	24,291.65	0.00	S/L	5.00
379		6500 Watt Gen/#139	8/01/13	2,990.00	0.00	0.00	2,990.00	0.00	2,990.00	0.00	S/L	5.00
398		#191 - Light Tower - 430059	4/08/14	5,885.00	0.00	0.00	5,885.00	0.00	5,885.00	0.00	S/L	7.00
399		#192 - Light Tower - 423214	4/15/14	6,955.00	0.00	0.00	6,955.00	0.00	6,955.00	0.00	S/L	7.00
404		Distributor Tack - #142	8/28/14	6,955.00	0.00	0.00	6,955.00	0.00	6,955.00	0.00	S/L	7.00
441		#143 2011 Ford F550 Mech Truck	2/19/15	64,766.50	0.00	0.00	64,766.50	0.00	64,766.50	0.00	S/L	5.00
448		Tool Boxes for Truck #143	5/08/15	5,085.71	0.00	0.00	5,085.71	0.00	5,085.71	0.00	S/L	5.00
456		#144 2014 Chevy 4wd	3/23/15	33,730.78	0.00	0.00	33,730.78	0.00	33,730.78	0.00	S/L	5.00
460		#151 2015 Ford F150 Supercrew #2	3/01/16	33,774.50	0.00	0.00	33,774.50	0.00	33,774.50	0.00	S/L	5.00
464		#151 Additions and body options	3/28/16	2,329.39	0.00	0.00	2,329.39	0.00	2,329.39	0.00	S/L	5.00
467		#127 Cab high shell and accessories	4/01/16	3,209.73	0.00	0.00	3,209.73	0.00	3,209.73	0.00	S/L	5.00
523		#154 2014 Chevy Silverado 1500	3/10/17	26,567.70	0.00	0.00	25,682.11	885.59	26,567.70	0.00	S/L	5.00
552		#158 2018 Chevy Traverse	4/04/18	45,874.78	0.00	0.00	34,406.10	2,293.74	36,699.84	9,174.94	S/L	5.00
574		#159 2019 Chevrolet Silverado	10/29/18	49,809.70	0.00	0.00	31,546.14	2,490.49	34,036.63	15,773.07	S/L	5.00
597		#700 Vactron Vacuum Trailer	2/27/20	51,360.00	0.00	5,136.00	8,474.40	1,155.60	9,630.00	41,730.00	S/L	10.00
599		#11000 2020 Chevy Silverado	4/01/20	44,110.64	0.00	0.00	15,438.73	2,205.53	17,644.26	26,466.38	S/L	5.00
624		#11001 2018 Chevy Silverado 1500	11/10/21	37,469.26	0.00	0.00	1,248.98	1,873.46	3,122.44	34,346.82	S/L	5.00
625		#11002 2017 Chevrolet Silverado 1500	11/19/21	40,209.85	0.00	0.00	670.16	2,010.49	2,680.65	37,529.20	S/L	5.00
automobile				530,587.51	0.00c	5,136.00	352,652.20	12,914.90	365,567.10	165,020.41		
Group: building improvements												
497		Galvanized Chain Link Fence	12/31/16	29,975.00	0.00	0.00	14,987.50	749.38	15,736.88	14,238.12	S/L	10.00
498		Two Liftmaster electrical gate oper	12/31/16	20,590.00	0.00	0.00	10,295.00	514.75	10,809.75	9,780.25	S/L	10.00
504		Internal cost for Shop Improvement	12/31/16	39,990.00	0.00	0.00	19,995.00	999.75	20,994.75	18,995.25	S/L	10.00
505		HVAC upgrades Shop property	9/29/16	19,307.00	0.00	0.00	10,136.18	482.68	10,618.86	8,688.14	S/L	10.00
506		internal insulation costs shop proper	8/09/16	12,500.00	0.00	0.00	6,770.83	312.50	7,083.33	5,416.67	S/L	10.00
507		Shop Other Costs of Leasehold Imp	12/31/16	29,151.00	0.00	0.00	14,575.50	728.78	15,304.28	13,846.72	S/L	10.00
510		Parts & materials	1/01/17	5,385.00	0.00	0.00	2,692.50	134.63	2,827.13	2,557.87	S/L	10.00
511		Shop Shelving	1/05/17	1,135.63	0.00	0.00	567.80	28.39	596.19	539.44	S/L	10.00
512		Fairmount Door: commercial coax r	1/18/17	1,162.50	0.00	0.00	571.56	29.06	600.62	561.88	S/L	10.00
513		DEEM parts and materials	1/19/17	13,139.06	0.00	0.00	6,460.05	328.48	6,788.53	6,350.53	S/L	10.00
514		Professional Concrete Cutting	1/25/17	970.20	0.00	0.00	477.02	24.25	501.27	468.93	S/L	10.00
515		Jack Wire Labor	1/30/17	577.80	0.00	0.00	284.09	14.45	298.54	279.26	S/L	10.00
516		Used Guardrail	1/31/17	15,184.00	0.00	0.00	7,465.47	379.60	7,845.07	7,338.93	S/L	10.00
517		Power to Fuel Pumps	4/13/17	1,107.88	0.00	0.00	526.25	27.70	553.95	553.93	S/L	10.00
518		Install Water Softener	10/01/17	2,264.93	0.00	0.00	962.58	56.62	1,019.20	1,245.73	S/L	10.00

Book Asset Detail 3/01/22 - 3/31/22

FYE: 12/31/2022 Mth: 3/31/2022

Asset	d	t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
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Group: building improvements (continued)

519			Raider Vagabond CC	11/16/17	4,363.28	0.00	0.00	1,781.68	109.08	1,890.76	2,472.52	S/L	10.00
520			Fairmount Door: Commercial Oper	12/06/17	1,450.00	0.00	0.00	592.08	36.25	628.33	821.67	S/L	10.00
548			Water line for Reynolds Drive Prop	3/31/18	47,829.29	0.00	0.00	8,967.98	597.87	9,565.85	38,263.44	S/L	20.00
566			Install groundlight, 2 wall packs LE	4/13/18	3,397.00	0.00	0.00	326.63	21.78	348.41	3,048.59	S/L	39.00
567			Moving pressure switch	5/01/18	3,814.00	0.00	0.00	358.57	24.45	383.02	3,430.98	S/L	39.00
596			Steel Cage-Shop Mezzanine	5/01/20	2,858.77	0.00	0.00	238.23	35.74	273.97	2,584.80	S/L	20.00
618			Cabinets for 1st floor copy area	3/01/21	3,055.00	0.00	0.00	363.69	109.11	472.80	2,582.20	S/L	7.00
619			Electrical-East Shop	1/27/21	7,975.00	0.00	0.00	487.36	132.92	620.28	7,354.72	S/L	15.00
626			Shop Light Fixtures-Both	12/01/21	5,280.00	0.00	0.00	44.00	132.00	176.00	5,104.00	S/L	10.00
627			Electrical-East Shop	1/04/22	3,748.66	0.00c	0.00	0.00	62.48	62.48	3,686.18	S/L	15.00
building improvements					276,211.00	0.00c	0.00	109,927.55	6,072.70	116,000.25	160,210.75		

Group: heavy construction equip

121	d		#209 1988 Dresser 708 Asphalt Rol	4/01/04	7,334.00	0.00	0.00	7,334.00	0.00	7,334.00	0.00	S/L	7.00
180			#310 1996 Ingersoll Rand SD-70 St	3/25/05	28,620.00	0.00	0.00	28,620.00	0.00	28,620.00	0.00	S/L	7.00
183			#313 2005 Conectec AP600HD Pla	7/19/05	14,310.00	0.00	0.00	14,310.00	0.00	14,310.00	0.00	S/L	7.00
191			#322 1999 Roscoe RB48 Sweeper	1/23/06	11,745.00	0.00	0.00	11,745.00	0.00	11,745.00	0.00	S/L	10.00
221			#320 1999 Ingersoll Rand SD-70 R	2/22/07	40,000.00	0.00	0.00	40,000.00	0.00	40,000.00	0.00	S/L	10.00
222			#319 2003 Leeboy 685 Grader	4/03/07	58,300.00	0.00	0.00	58,300.00	0.00	58,300.00	0.00	S/L	10.00
224			#312 1999 Roscoe RB48 Sweeper	9/21/07	13,699.44	0.00	0.00	13,699.44	0.00	13,699.44	0.00	S/L	10.00
255	d		#324 2008 Zanets ZAPCP40MS 40	6/24/08	15,996.50	0.00	0.00	15,996.50	0.00	15,996.50	0.00	S/L	10.00
289			#222 IRDD-70 Roller	2/26/10	34,600.00	0.00	0.00	31,140.00	0.00	31,140.00	3,460.00	S/L	10.00
355			#326 Sweepster Broom Attachment	4/25/11	3,745.00	0.00	0.00	3,745.00	0.00	3,745.00	0.00	S/L	10.00
356			#224 CAT 51" Double Drum Roller	7/21/11	38,520.00	0.00	0.00	38,520.00	0.00	38,520.00	0.00	S/L	10.00
357			#328 CAT Backhoe Loader - 420D	8/29/11	41,730.00	0.00	0.00	41,730.00	0.00	41,730.00	0.00	S/L	10.00
371			HSBC BSUINESS	3/12/12	1,281.00	0.00	0.00	1,281.00	0.00	1,281.00	0.00	S/L	5.00
373			MACALLISTE	8/08/12	1,284.00	0.00	0.00	1,284.00	0.00	1,284.00	0.00	S/L	5.00
382			#225 CAT CB534D Roller	1/10/13	48,150.00	0.00	0.00	43,535.00	1,203.75	44,538.75	3,611.25	S/L	10.00
385			AGTEK Paver P-32 Kit/CAT Paver	8/06/13	6,047.65	0.00	0.00	5,090.15	151.19	5,241.34	806.31	S/L	10.00
389			Letca System	9/30/13	24,008.93	0.00	0.00	19,807.34	600.22	20,407.56	3,601.37	S/L	10.00
391			#333 CAT Planer RBG00755	11/13/13	11,770.00	0.00	0.00	9,612.17	294.25	9,906.42	1,863.58	S/L	10.00
392			#332 CAT Planer RBG00779	11/14/13	11,770.00	0.00	0.00	9,612.17	294.25	9,906.42	1,863.58	S/L	10.00
415			#227 - CAT Roller CB534D	6/04/14	64,550.00	0.00	0.00	64,550.00	0.00	64,550.00	0.00	S/L	7.00
417	d		#228 - CAT Paver AP555E	8/29/14	327,848.00	0.00	0.00	295,064.00	0.00	295,064.00	32,784.00	S/L	7.00
418			#229 - Weiler Paver P385	9/08/14	135,890.00	0.00	0.00	122,301.00	0.00	122,301.00	13,589.00	S/L	7.00
419			#337 - High Flow Planer	9/24/14	21,400.00	0.00	0.00	21,400.00	0.00	21,400.00	0.00	S/L	7.00
421	d		#338 - Planer - SN 1312003PC	9/29/14	21,844.05	0.00	0.00	21,844.05	0.00	21,844.05	0.00	S/L	7.00
440			#339 2014 CAT 420F Backhoe	2/17/15	111,815.00	0.00	0.00	76,673.14	2,515.84	79,188.98	32,626.02	S/L	10.00
442			#231 CAT CB34 Roller 42300288	12/22/15	53,500.00	0.00	0.00	41,271.42	1,719.64	42,991.06	10,508.94	S/L	7.00
443			#230 CAT CB34 Roller 42300276	12/22/15	53,500.00	0.00	0.00	41,271.42	1,719.64	42,991.06	10,508.94	S/L	7.00
491			#346 Broce ride on sweeper #90101	10/14/16	25,519.50	0.00	0.00	19,139.61	911.41	20,051.02	5,468.48	S/L	7.00
492			#348 Broce ride on sweeper #90101	10/21/16	33,972.50	0.00	0.00	25,074.92	1,213.30	26,288.22	7,684.28	S/L	7.00
493			#347 Broce ride on sweeper #90101	10/26/16	30,334.50	0.00	0.00	22,389.75	1,083.38	23,473.13	6,861.37	S/L	7.00
494			#330 246C Skid Steer Loader S/N J	12/15/16	19,174.40	0.00	0.00	19,174.40	0.00	19,174.40	0.00	S/L	5.00
495			#331 246C Skid Steer Loader S/N J	12/15/16	19,174.40	0.00	0.00	19,174.40	0.00	19,174.40	0.00	S/L	5.00
496			#349 Leeboy 685C Grader Cummin	12/30/16	160,150.18	0.00	0.00	102,953.70	5,147.69	108,101.39	52,048.79	S/L	7.00
503			#350 Caterpillar D5K2 XLRIP	12/30/16	85,600.00	0.00	0.00	38,520.00	1,926.00	40,446.00	45,154.00	S/L	10.00

Book Asset Detail 3/01/22 - 3/31/22

FYE: 12/31/2022 Mth: 3/31/2022

Asset	d	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: heavy construction equip (continued)												
541		#232 2013 CAT CB54B	4/03/17	90,000.00	0.00	0.00	61,071.42	3,214.29	64,285.71	25,714.29	S/L	7.00
542		#351 Lee Boy Grader 685C	4/26/17	138,000.00	0.00	13,800.00	57,960.00	3,105.00	61,065.00	76,935.00	S/L	10.00
543		#336 2014 CAT 246D Skid Steer Lr	12/27/17	18,318.40	0.00	0.00	14,654.72	915.92	15,570.64	2,747.76	S/L	5.00
544		#233 2018 Paver 555F	12/28/17	384,132.14	0.00	38,413.51	276,574.92	17,285.93	293,860.85	90,271.29	S/L	5.00
545		#358 CAT Model 420F2 #355	12/28/17	114,490.00	0.00	11,449.00	41,216.40	2,576.03	43,792.43	70,697.57	S/L	10.00
546		#356 CAT Model 315F #356	12/28/17	176,550.00	0.00	17,655.00	63,558.00	3,972.38	67,530.38	109,019.62	S/L	10.00
553		#234 2015 CAT AP1055F Paver	4/10/18	225,000.00	0.00	22,500.00	75,937.50	5,062.50	81,000.00	144,000.00	S/L	10.00
571		#359 Broce RCT-350 Broom	9/27/18	54,326.04	0.00	0.00	25,222.80	1,940.22	27,163.02	27,163.02	S/L	7.00
576		#361 CAT Broom JXS02799	12/10/18	4,815.00	0.00	0.00	2,969.25	240.75	3,210.00	1,605.00	S/L	5.00
583		#362 2009 Wirtgen W120F Milling	2/19/19	80,000.00	0.00	16,000.00	18,133.33	1,600.00	19,733.33	60,266.67	S/L	10.00
584		#363 2016 Hamm H11i Vibratory	2/18/19	93,030.30	0.00	9,303.00	23,722.74	2,093.18	25,815.92	67,214.38	S/L	10.00
585		#235 2015 Caterpillar CB54B Ashp	6/24/19	94,695.00	0.00	9,470.00	21,306.25	2,130.63	23,436.88	71,258.12	S/L	10.00
586		#236 CAT CB24B Asphalt Roller	8/09/19	35,310.00	0.00	0.00	17,066.50	1,765.50	18,832.00	16,478.00	S/L	5.00
587		#365 CAT 4x4 Backhoe	11/23/19	69,550.00	0.00	0.00	14,489.58	1,738.75	16,228.33	53,321.67	S/L	10.00
600		#38000 Trimble UTS Station	3/20/20	42,073.47	0.00	0.00	14,725.71	2,103.67	16,829.38	25,244.09	S/L	5.00
603		#368 2014 CAT 12M2 Grader	3/16/20	133,338.67	0.00	13,333.87	21,000.84	3,000.12	24,000.96	109,337.71	S/L	10.00
604		#367 2016 CAT CS68B Stone Rolle	2/25/20	114,704.23	0.00	11,470.42	18,926.20	2,580.84	21,507.04	93,197.19	S/L	10.00
605		#366 2015 CAT 12M3 Grader	2/25/20	125,915.30	0.00	12,591.53	20,776.03	2,833.10	23,609.13	102,306.17	S/L	10.00
614		#38001 CAT Acuguade	9/18/20	42,347.93	0.00	0.00	10,586.99	2,117.40	12,704.39	29,643.54	S/L	5.00
615		#38002 CAT Acuguade	9/18/20	42,257.94	0.00	0.00	10,564.49	2,112.90	12,677.39	29,580.55	S/L	5.00
616		#38003 Trimble SPS930	9/24/20	43,736.79	0.00	0.00	10,934.20	2,186.84	13,121.04	30,615.75	S/L	5.00
617		#38004 Trimble SPS930-107	9/24/20	43,736.79	0.00	0.00	10,934.20	2,186.84	13,121.04	30,615.75	S/L	5.00
622		#20000 CAT 2021 AP555F Paver	4/26/21	402,320.00	0.00	40,232.00	24,139.20	9,052.20	33,191.40	369,128.60	S/L	10.00
623		#33000 CAT 2015 Backhoe	4/16/21	65,030.00	0.00	6,503.00	5,574.00	2,090.25	7,664.25	57,365.75	S/L	7.00
				heavy construction equip		4,210,862.05	2,188,008.85	96,685.80	2,284,694.65	1,926,167.40		
				*Less: Dispositions and Transfers		373,022.55	340,238.55	0.00	340,238.55	32,784.00		
				Net heavy construction equip		3,837,839.50	1,847,770.30	96,685.80	1,944,456.10	1,893,383.40		
Group: light construction equip												
154		#412 Milwaukee Core Machine	5/12/05	2,221.00	0.00	0.00	2,221.00	0.00	2,221.00	0.00	S/L	5.00
254		#440 Honda Gas Generator Model:1	7/01/08	909.50	0.00	0.00	909.50	0.00	909.50	0.00	S/L	5.00
275		#325 Sweepster	9/01/09	4,413.75	0.00	0.00	4,413.75	0.00	4,413.75	0.00	S/L	5.00
318		#528 Balloon Light	9/14/10	2,675.00	0.00	0.00	2,675.00	0.00	2,675.00	0.00	S/L	5.00
319		#529 Balloon Lights & Mounts	9/14/10	7,490.00	0.00	0.00	7,490.00	0.00	7,490.00	0.00	S/L	5.00
320		#530 Balloon Light Truck Mount	9/14/10	695.50	0.00	0.00	695.50	0.00	695.50	0.00	S/L	5.00
321		#527 Balloon Light & Mount	9/17/10	2,835.50	0.00	0.00	2,835.50	0.00	2,835.50	0.00	S/L	5.00
322		#539 Generator 2000 Watt Camo Un	10/01/10	1,125.82	0.00	0.00	1,125.82	0.00	1,125.82	0.00	S/L	5.00
323		#537 Generators 2000 Watt Honda	10/01/10	1,026.13	0.00	0.00	1,026.13	0.00	1,026.13	0.00	S/L	5.00
324		#538 Generator 2000 Watt Honda	10/01/10	1,026.13	0.00	0.00	1,026.13	0.00	1,026.13	0.00	S/L	5.00
345		#557 & #558 Honda EU2000 Gener	9/28/11	2,097.20	0.00	0.00	2,097.20	0.00	2,097.20	0.00	S/L	5.00
346		#559 Honda EU3000 Generator	9/21/11	2,133.59	0.00	0.00	2,133.59	0.00	2,133.59	0.00	S/L	5.00
347		#560 14" Gas Saw with 5 Blades	10/10/11	1,068.93	0.00	0.00	1,068.93	0.00	1,068.93	0.00	S/L	5.00
348		Honda Generator 2000 Watt	4/19/11	1,026.13	0.00	0.00	1,026.13	0.00	1,026.13	0.00	S/L	5.00
350		Topcon Slope System	6/24/11	3,424.00	0.00	0.00	3,424.00	0.00	3,424.00	0.00	S/L	5.00
370		MACALLISTE	10/10/12	3,925.00	0.00	0.00	3,925.00	0.00	3,925.00	0.00	S/L	5.00
405		#563 - Flashing Arrow Signs	4/15/14	4,066.00	0.00	0.00	4,066.00	0.00	4,066.00	0.00	S/L	5.00
406		#562 - Flashing Arrow Signs	4/15/14	4,066.00	0.00	0.00	4,066.00	0.00	4,066.00	0.00	S/L	5.00

Book Asset Detail 3/01/22 - 3/31/22

FYE: 12/31/2022 Mth: 3/31/2022

Asset	d	Property Description	Date In Service	Book Cost	Book Sec 179 Exp	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
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Group: light construction equip (continued)

434		18" Walk Behind Saw	8/21/14	2,760.60	0.00	0.00	2,760.60	0.00	2,760.60	0.00	S/L	5.00
435		#413 2014 18" Husqvarna Walk Be	9/16/14	2,974.60	0.00	0.00	2,974.60	0.00	2,974.60	0.00	S/L	5.00
454		#340 CAT pick up Broom BU115	12/31/15	4,964.80	0.00	0.00	4,964.80	0.00	4,964.80	0.00	S/L	5.00
469		#587 185 CFM Diesel Compressor	3/03/16	9,915.00	0.00	0.00	9,915.00	0.00	9,915.00	0.00	S/L	5.00
470		#588 Air Jack Hammer	3/03/16	250.00	0.00	0.00	250.00	0.00	250.00	0.00	S/L	5.00
475		#575 Husqvarna 14" K760 Cut #121	3/31/16	950.00	0.00	0.00	950.00	0.00	950.00	0.00	S/L	5.00
476		#576 Husqvarna 14" K760 Cut #121	3/31/16	950.00	0.00	0.00	950.00	0.00	950.00	0.00	S/L	5.00
477		#577 Husqvarna 14" K760 Cut #121	3/31/16	950.00	0.00	0.00	950.00	0.00	950.00	0.00	S/L	5.00
478		#578 Husqvarna 14" K760 Cut #121	3/31/16	950.00	0.00	0.00	950.00	0.00	950.00	0.00	S/L	5.00
484		#585 Power rod unit 100 w/Honda e	4/06/16	1,920.65	0.00	0.00	1,920.65	0.00	1,920.65	0.00	S/L	5.00
485		#586 Vibrator Minnich Honda Hanc	4/06/16	1,551.50	0.00	0.00	1,551.50	0.00	1,551.50	0.00	S/L	5.00
486		#341 JXS2110 CAT Pick-Up Broom	4/27/16	4,580.77	0.00	0.00	4,580.77	0.00	4,580.77	0.00	S/L	5.00
487		#342 JXS2151 CAT Pick-Up Broom	4/27/16	4,580.76	0.00	0.00	4,580.76	0.00	4,580.76	0.00	S/L	5.00
488		#343 FP29550 CAT Forks	4/27/16	814.00	0.00	0.00	814.00	0.00	814.00	0.00	S/L	5.00
489		#344 FP30982 CAT Forks	4/27/16	814.00	0.00	0.00	814.00	0.00	814.00	0.00	S/L	5.00
530		Concrete Chain Saw #592	7/06/17	2,033.00	0.00	0.00	1,829.70	101.65	1,931.35	101.65	S/L	5.00
532		Asphalt Rotary Cutter	10/01/17	3,450.75	0.00	0.00	2,933.14	172.54	3,105.68	345.07	S/L	5.00
560		Plate-VIB w/ Water Tank	9/20/18	1,904.60	0.00	0.00	1,237.99	95.23	1,333.22	571.38	S/L	5.00
588		#364 CAT Hammer HH55E	7/24/19	6,955.00	0.00	0.00	2,401.13	248.39	2,649.52	4,305.48	S/L	7.00
610		#37001-MacAllister SSL Forks	7/13/20	802.50	0.00	0.00	240.75	40.13	280.88	521.62	S/L	5.00
611		#37000-SSL Pick Up Broom-MacA	7/14/20	4,761.50	0.00	0.00	1,428.45	238.08	1,666.53	3,094.97	S/L	5.00
612		#37002 CAT Skid Steer Loader Wo	7/31/20	19,260.00	0.00	0.00	3,897.86	687.86	4,585.72	14,674.28	S/L	7.00
light construction equip				125,133.21	0.00c	0.00	99,934.88	1,583.88	101,518.76	23,614.45		

Group: office

146		#904 Bid 2 Win software	1/24/04	8,017.00	0.00	0.00	8,017.00	0.00	8,017.00	0.00	S/L	5.00
190		#906 Bid2Win Software License	1/10/06	7,300.00	0.00	0.00	7,300.00	0.00	7,300.00	0.00	S/L	3.00
278		#914 Foundation Inventory Module	5/09/09	1,295.00	0.00	0.00	1,295.00	0.00	1,295.00	0.00	S/L	3.00
293		Telephone Equipment	5/31/10	8,355.00	0.00	0.00	8,355.00	0.00	8,355.00	0.00	S/L	7.00
341		Sharp Digital Imager	3/07/11	952.30	0.00	0.00	952.30	0.00	952.30	0.00	S/L	7.00
361		Server	3/30/11	13,374.19	0.00	0.00	13,374.19	0.00	13,374.19	0.00	S/L	7.00
362		Desktops/Laptops	4/22/11	16,375.20	0.00	0.00	16,375.20	0.00	16,375.20	0.00	S/L	7.00
363		Network Wiring and Cables	3/30/11	4,639.00	0.00	0.00	4,639.00	0.00	4,639.00	0.00	S/L	7.00
422		Dell OptiPlex 3020	4/03/14	815.34	0.00	0.00	815.34	0.00	815.34	0.00	S/L	3.00
436		Dell OptiPlex 3020	4/03/14	815.34	0.00	0.00	815.34	0.00	815.34	0.00	S/L	3.00
502		IRC 5235 Copier	12/13/16	6,167.00	0.00	0.00	4,478.42	220.25	4,698.67	1,468.33	S/L	7.00
521		Thermal Imaging Camera	4/11/17	2,673.93	0.00	0.00	1,814.45	95.50	1,909.95	763.98	S/L	7.00
549		Purvis, George Fire Saft	4/13/18	5,658.63	0.00	0.00	4,243.98	282.93	4,526.91	1,131.72	S/L	5.00
550		Canon copier - basement office equi	3/23/18	5,344.65	0.00	0.00	4,008.49	267.23	4,275.72	1,068.93	S/L	5.00
555		FURNITURE & FIXTURES	4/16/18	1,874.65	0.00	0.00	981.97	66.95	1,048.92	825.73	S/L	7.00
589		Refurbished Herman Miller Workst:	8/01/19	28,836.70	0.00	0.00	9,955.53	1,029.88	10,985.41	17,851.29	S/L	7.00
590		IT Network Infrastructure For Reyn	7/01/19	8,760.34	0.00	0.00	4,380.17	438.02	4,818.19	3,942.15	S/L	5.00
591		Building Sign - Reynolds Drive	8/31/19	11,537.49	0.00	0.00	3,845.82	412.05	4,257.87	7,279.62	S/L	7.00
593		2020 Server project	2/01/20	46,225.15	0.00	0.00	17,719.64	2,311.26	20,030.90	26,194.25	S/L	5.00
613		Meraki firewall-Moser	8/01/20	10,811.21	0.00	0.00	3,063.17	540.56	3,603.73	7,207.48	S/L	5.00
620		Adjustable desk; pedestals,etc.	2/17/21	5,579.39	0.00	0.00	664.21	199.27	863.48	4,715.91	S/L	7.00

Book Asset Detail 3/01/22 - 3/31/22

FYE: 12/31/2022 Mth: 3/31/2022

Asset	d	Property Description	Date In Service	Book Cost	Book Sec 179 Exp	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: office (continued)												
621		Adjustable desks-2nd floor	4/05/21	5,487.37	0.00	0.00	587.93	195.98	783.91	4,703.46	S/L	7.00
		office		200,894.88	0.00c	0.00	117,682.15	6,059.88	123,742.03	77,152.85		
Group: shop equipment												
80		#801 Miller Welder P216P220	6/22/01	3,607.00	0.00	0.00	3,607.00	0.00	3,607.00	0.00	S/L	5.00
118		#802 Miller Matic 251 Wire Welder	1/20/04	1,805.00	0.00	0.00	1,805.00	0.00	1,805.00	0.00	S/L	5.00
119		#803 Miller Plasma Cutter Model 91	1/20/04	1,742.00	0.00	0.00	1,742.00	0.00	1,742.00	0.00	S/L	5.00
259		#804 Securall Cylinder Cabinet 10'-	10/01/08	1,095.23	0.00	0.00	1,095.23	0.00	1,095.23	0.00	S/L	5.00
286		#827 Parts Washer	1/06/10	2,814.10	0.00	0.00	2,814.10	0.00	2,814.10	0.00	S/L	5.00
294		#847 45 Ton Pneumatic Press	1/18/10	949.99	0.00	0.00	949.99	0.00	949.99	0.00	S/L	5.00
354		Water Storage (2500 gal tank)	4/13/11	1,920.65	0.00	0.00	1,920.65	0.00	1,920.65	0.00	S/L	5.00
364		(3) 50' Fuel Idose Reels	4/06/12	2,215.00	0.00	0.00	2,215.00	0.00	2,215.00	0.00	S/L	5.00
376		#835 Shop Air Compressor	6/13/13	1,084.99	0.00	0.00	1,084.99	0.00	1,084.99	0.00	S/L	5.00
377		4 10 Ton Jacks	8/29/13	7,743.93	0.00	0.00	7,743.93	0.00	7,743.93	0.00	S/L	5.00
390		Log Splitter with Wedge	12/03/13	2,308.53	0.00	0.00	2,308.53	0.00	2,308.53	0.00	S/L	5.00
423		Trk #141 Super Nurse Tnk & Hoop	6/20/14	1,759.00	0.00	0.00	1,319.25	43.98	1,363.23	395.77	S/L	10.00
424		Steel Gantry Crane/Spread Be	8/03/14	4,745.44	0.00	0.00	3,519.51	118.64	3,638.15	1,107.29	S/L	10.00
437		Water Truck Super Nurse Tnk & Hc	6/20/14	1,759.00	0.00	0.00	1,319.25	43.98	1,363.23	395.77	S/L	10.00
455		Hydrolic Lift for Shop	3/12/15	21,905.45	0.00	0.00	14,968.75	547.64	15,516.39	6,389.06	S/L	10.00
533		Install PV100 Card	4/28/17	3,000.00	0.00	0.00	1,400.00	75.00	1,475.00	1,525.00	S/L	10.00
534		Fuel Tracking System	5/09/17	4,463.45	0.00	0.00	2,082.96	111.59	2,194.55	2,268.90	S/L	10.00
535		#352 CAT Reach Forklift 18FT	5/17/17	58,850.00	0.00	0.00	26,972.92	1,471.25	28,444.17	30,405.83	S/L	10.00
536		NAPA R134A Handling Sta.	5/25/17	4,899.00	0.00	0.00	2,245.38	122.48	2,367.86	2,531.14	S/L	10.00
538		Blue Tarp HOTPW Trailer Honda	7/02/17	7,049.99	0.00	0.00	3,172.50	176.25	3,348.75	3,701.24	S/L	10.00
539		3 in 1 Combo Machine	11/29/17	1,475.53	0.00	0.00	602.50	36.89	639.39	836.14	S/L	10.00
540		Jet 18" Metal/Jet 10" Horizontal	11/30/17	7,004.63	0.00	0.00	2,860.21	175.12	3,035.33	3,969.30	S/L	10.00
547		Blue Tarp Air Conditioner	6/19/17	3,687.83	0.00	0.00	1,659.51	92.20	1,751.71	1,936.12	S/L	10.00
551		Rolling Steel Ladder	1/17/18	1,842.85	0.00	0.00	1,031.11	65.82	1,096.93	745.92	S/L	7.00
592		Storage Master Unit	12/17/19	13,626.65	0.00	0.00	5,450.66	681.33	6,131.99	7,494.66	S/L	5.00
594		#860 Walk Behind Floor Scrubber	1/14/20	7,597.00	0.00	0.00	2,170.58	271.32	2,441.90	5,155.10	S/L	7.00
595		Temporary Tent-2020 costs	1/01/20	9,860.93	0.00	0.00	1,972.18	246.52	2,218.70	7,642.23	S/L	10.00
		shop equipment		180,813.17	0.00c	0.00	100,033.69	4,280.01	104,313.70	76,499.47		
Group: shop tools												
316		60 x 24 Cabinet	12/15/10	1,862.52	0.00	0.00	1,862.52	0.00	1,862.52	0.00	S/L	7.00
352		Bosch 5312 12" Dual Bevel Slide M	7/22/11	951.23	0.00	0.00	951.23	0.00	951.23	0.00	S/L	5.00
353		Air Compressor	8/03/11	3,604.83	0.00	0.00	3,604.83	0.00	3,604.83	0.00	S/L	5.00
365		JTS Single Horn Anvil 2 Burner Prc	3/09/12	1,861.00	0.00	0.00	1,861.00	0.00	1,861.00	0.00	S/L	5.00
608		BW Hand Tools	7/02/20	24,594.35	0.00	0.00	3,689.16	614.86	4,304.02	20,290.33	S/L	10.00
		shop tools		32,873.93	0.00c	0.00	11,968.74	614.86	12,583.60	20,290.33		

Book Asset Detail 3/01/22 - 3/31/22

FYE: 12/31/2022 Mth: 3/31/2022

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp	c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
		Grand Total		5,557,375.75	0.00c		324,146.85	2,980,208.06	128,212.03	3,108,420.09	2,448,955.66		
		Less: Dispositions and Transfers		373,022.55	0.00		32,784.00	340,238.55	0.00	340,238.55	32,784.00		
		Net Grand Total		5,184,353.20	0.00c		291,362.85	2,639,969.51	128,212.03	2,768,181.54	2,416,171.66		

Book Asset Detail 3/01/22 - 3/31/22

FYE: 12/31/2022 Mth: 3/31/2022

Asset	d	Property Description	Date In Service	Book Cost	Book Sec 179 Exp	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Dump Trucks												
1		#1001 Kenworth 2007 T800 Tri Ax	3/13/12	74,400.00	0.00	7,440.00	66,960.00	0.00	66,960.00	7,440.00	S/L	7.00
2		#1002 Kenworth 2007 T800 Tri Ax	3/13/12	74,400.00	0.00	7,440.00	66,960.00	0.00	66,960.00	7,440.00	S/L	7.00
3		#1003 Kenworth 2007 T800 Tri Ax	3/13/12	82,400.00	0.00	8,240.00	74,160.00	0.00	74,160.00	8,240.00	S/L	7.00
5		#1004 - 2014 Mack Tri-Axle Truck	6/30/14	144,767.52	0.00	14,476.75	130,290.77	0.00	130,290.77	14,476.75	S/L	7.00
7		#1005 - 2016 Mack Gu8 #32339	6/11/15	157,458.30	0.00	15,745.83	141,712.47	0.00	141,712.47	15,745.83	S/L	5.00
8		#1006 M&K Quality Truck	3/28/16	154,640.50	0.00	15,464.05	139,176.45	0.00	139,176.45	15,464.05	S/L	5.00
9		#1007 M&K Quality Truck	4/28/16	154,640.50	0.00	15,464.05	139,176.45	0.00	139,176.45	15,464.05	S/L	5.00
24		#1011 2021 Kenworth T880 Tri-Du	4/01/21	182,478.00	0.00	18,248.00	12,317.25	4,105.75	16,423.00	166,055.00	S/L	10.00
25		#1012 2021 Kenworth T880 Tri-Du	4/01/21	182,478.00	0.00	18,248.00	12,317.25	4,105.75	16,423.00	166,055.00	S/L	10.00
26		#1008 2006 Mack CV713 Dump Tr	5/20/05	114,677.00	0.00	11,468.00	103,209.00	0.00	103,209.00	11,468.00	S/L	7.00
27		#1009 2006 Mack CV713 Dump Tr	5/20/05	114,677.00	0.00	11,468.00	103,209.00	0.00	103,209.00	11,468.00	S/L	7.00
29		#1010 2004 Mack CV_173 Truck	8/27/09	76,897.82	0.00	0.00	76,897.82	0.00	76,897.82	0.00	S/L	5.00
				Dump Trucks								
				1,513,914.64	0.00c	143,702.68	1,066,386.46	8,211.50	1,074,597.96	439,316.68		
Group: Other Trucks												
11		#155 2017 Ford F-550	3/30/17	110,347.00	0.00	0.00	70,937.37	3,940.97	74,878.34	35,468.66	S/L	7.00
16		#165 2019 Peterbilt, Mechanics Tru	2/19/20	183,649.00	0.00	18,189.60	30,334.22	4,136.48	34,470.70	149,178.30	S/L	10.00
22		#4000 2021 Chevy Silverado 3500	12/22/20	45,558.59	0.00	0.00	9,111.72	2,277.93	11,389.65	34,168.94	S/L	5.00
28		#2003 1998 International 4700 Grac	9/12/05	23,227.00	0.00	0.00	23,227.00	0.00	23,227.00	0.00	S/L	5.00
30		#3001 2008 Ford F-550	3/18/10	24,124.54	0.00	0.00	24,124.54	0.00	24,124.54	0.00	S/L	5.00
31		#3002 2008 F-550 (flca#134)	6/14/10	19,026.00	0.00	0.00	19,026.00	0.00	19,026.00	0.00	S/L	5.00
32		#3500 2000 Ford F750 Water Truck	2/01/13	18,000.00	0.00	0.00	18,000.00	0.00	18,000.00	0.00	S/L	5.00
33		#2001 2008 Freightliner MC 106	5/16/14	45,747.56	0.00	0.00	45,747.56	0.00	45,747.56	0.00	S/L	7.00
34		#4001 2015 Ford F350 Foreman tru	5/28/15	39,592.27	0.00	0.00	39,592.27	0.00	39,592.27	0.00	S/L	5.00
35		#4002 2015 F350 Foreman Truck	5/28/15	39,661.82	0.00	0.00	39,661.82	0.00	39,661.82	0.00	S/L	5.00
36		#2000 2006 Freightliner M210 Wat	12/04/15	59,173.14	0.00	0.00	59,173.14	0.00	59,173.14	0.00	S/L	5.00
37		#2500 2017 Freightliner M2106 Tac	12/31/15	182,139.68	0.00	17,022.40	110,601.03	4,127.93	114,728.96	67,410.72	S/L	10.00
38		#2501 2017 Freightliner M2106 Tac	12/31/15	182,139.68	0.00	17,022.40	110,601.03	4,127.93	114,728.96	67,410.72	S/L	10.00
39		#4003 2016 Ford F350 Foreman Tr	3/23/16	41,689.61	0.00	0.00	41,689.61	0.00	41,689.61	0.00	S/L	5.00
40		#4004 2016 Ford F350 Foreman Tr	3/23/16	41,678.91	0.00	0.00	41,678.91	0.00	41,678.91	0.00	S/L	5.00
41		#3003 2015 Freightliner M2106 Tot	10/31/19	73,041.08	0.00	0.00	22,607.95	2,608.61	25,216.56	47,824.52	S/L	7.00
42		#3004 2012 Freightliner M2106 Tot	10/31/19	59,231.08	0.00	0.00	18,333.42	2,115.40	20,448.82	38,782.26	S/L	7.00
43		#3005 2012 Freightliner M2106 AC	6/30/19	26,237.00	0.00	0.00	9,370.35	937.03	10,307.38	15,929.62	S/L	7.00
44		#3006 2015 Freightliner M2106 Tot	4/01/20	69,014.54	0.00	6,901.45	15,528.27	2,218.32	17,746.59	51,267.95	S/L	7.00
45		#3007 Freightliner M2106 Tool Tru	4/01/20	66,222.06	0.00	6,622.21	14,899.96	2,128.57	17,028.53	49,193.53	S/L	7.00
46		#4005 2020Ford F350 Foreman Tru	4/01/20	46,556.07	0.00	0.00	16,294.62	2,327.80	18,622.42	27,933.65	S/L	5.00
66		#3600 2021 Kenworth T270 Mecha	6/17/21	168,859.00	0.00	16,885.90	7,598.66	3,799.33	11,397.99	157,461.01	S/L	10.00
69		#3000 2014 Freightliner M 2106 W	7/01/21	69,646.30	0.00	6,965.00	4,477.24	2,238.62	6,715.86	62,930.44	S/L	7.00
				Other Trucks								
				1,634,561.93	0.00c	89,608.96	792,616.69	36,984.92	829,601.61	804,960.32		
				23,227.00	0.00	0.00	23,227.00	0.00	23,227.00	0.00		
				1,611,334.93	0.00c	89,608.96	769,389.69	36,984.92	806,374.61	804,960.32		
*Less: Dispositions and Transfers												
Net Other Trucks												
Group: Semis/Lowboys												
4		#1100 2014 Etnyre Trailer	12/31/13	80,675.00	0.00	8,068.00	72,607.00	0.00	72,607.00	8,068.00	S/L	7.00
12		#1101 2017 Etnyre Trailer	6/23/17	87,393.60	0.00	0.00	78,654.24	4,369.68	83,023.92	4,369.68	S/L	5.00

FYE: 12/31/2022 Mth: 3/31/2022

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Semis/Lowboys (continued)												
17		#8000 2005 Etnyre Trailer	4/15/20	28,395.00	0.00	0.00	7,098.75	1,014.11	8,112.86	20,282.14	S/L	7.00
23		#1502 2012 Kenworth T800	2/23/21	53,000.00	0.00	5,300.00	5,678.57	1,703.57	7,382.14	45,617.86	S/L	7.00
67		#1500 2022 Kenworth W990 Tractor	5/15/21	166,581.90	0.00	16,072.18	10,033.98	3,762.74	13,796.72	152,785.18	S/L	10.00
68		#1501 2022 Kenworth W990 Tractor	5/15/21	167,081.00	0.00	16,138.18	10,062.85	3,773.57	13,836.42	153,244.58	S/L	10.00
Semis/Lowboys				583,126.50	0.00c	45,578.36	184,135.39	14,623.67	198,759.06	384,367.44		
Group: Trailers												
18		#7000 Corn Pro Trailer	4/01/20	8,270.00	0.00	0.00	2,067.50	295.36	2,362.86	5,907.14	S/L	7.00
19		#7001 Corn Pro Trailer	4/01/20	8,270.00	0.00	0.00	2,067.50	295.36	2,362.86	5,907.14	S/L	7.00
20		#7002 Corn Pro Trailer	4/01/20	8,270.00	0.00	0.00	2,067.50	295.36	2,362.86	5,907.14	S/L	7.00
21		#7003 Corn Pro Trailer	4/01/20	8,270.00	0.00	0.00	2,067.50	295.36	2,362.86	5,907.14	S/L	7.00
47		#6001 2019 Corn Pro Heavy Duty 1	7/17/19	5,450.71	0.00	0.00	1,881.79	194.67	2,076.46	3,374.25	S/L	7.00
48	d	#6002 2019 Corn Pro Trailer Cone	7/12/19	3,359.00	0.00	0.00	1,199.65	39.99	1,239.64	2,119.36	S/L	7.00
50		#7010 2018 Corn Pro Trailer	12/28/17	8,431.60	0.00	0.00	6,745.28	421.58	7,166.86	1,264.74	S/L	5.00
51		#6500 Ray Tec 4 ton Asphalt Hot B	6/01/96	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	0.00	S/L	7.00
52		#7004 2001 Corn Pro Trailer	9/16/00	3,200.00	0.00	0.00	3,200.00	0.00	3,200.00	0.00	S/L	7.00
53		#7005 2005 Corn Pro Trailer	8/12/05	3,710.00	0.00	0.00	3,710.00	0.00	3,710.00	0.00	S/L	5.00
54		#6501 Ray-Tech 4 Ton Asphalt Hot	9/08/05	1,600.00	0.00	0.00	1,600.00	0.00	1,600.00	0.00	S/L	5.00
55		#6502 2003 Blaw Knox HT-250 Ta	10/25/05	2,350.00	0.00	0.00	2,350.00	0.00	2,350.00	0.00	S/L	7.00
56		#8001 2008 Trailboss48' Paver	11/14/07	31,998.00	0.00	0.00	31,998.00	0.00	31,998.00	0.00	S/L	10.00
57		#6000 2008 Corn Pro Single Axle	11/16/09	2,468.60	0.00	0.00	2,468.60	0.00	2,468.60	0.00	S/L	5.00
58		#6503 2011 Haulmark (#189)	10/14/10	4,274.65	0.00	0.00	4,274.65	0.00	4,274.65	0.00	S/L	5.00
59		#7008 2016 Corn Pro Trailer	5/11/16	11,487.47	0.00	0.00	11,487.47	0.00	11,487.47	0.00	S/L	5.00
60		#6504 2015 Liberty (#196)	10/22/15	1,551.50	0.00	0.00	1,551.50	0.00	1,551.50	0.00	S/L	5.00
61		#7006 2016 Corn Pro Trailer (#197)	2/06/16	7,588.14	0.00	0.00	7,588.14	0.00	7,588.14	0.00	S/L	5.00
62		#7007 2016 Corn Pro Trailer (#198)	2/06/16	7,588.44	0.00	0.00	7,588.44	0.00	7,588.44	0.00	S/L	5.00
63		#7009 2017 Corn Pro	5/26/17	8,390.94	0.00	0.00	7,691.70	419.54	8,111.24	279.70	S/L	5.00
70		#8002 2010 Trailboss 20 Ton Trailer	11/04/09	22,342.00	0.00	0.00	22,342.00	0.00	22,342.00	0.00	S/L	5.00
71		#6505 2022 Corn Pro Trailer UT-14	12/15/21	4,507.00	0.00	0.00	53.65	160.97	214.62	4,292.38	S/L	7.00
72		#6506 2022 CornPro Trailer UT-14	12/15/21	4,507.00	0.00	0.00	53.65	160.97	214.62	4,292.38	S/L	7.00
73		#6507 2022 Corn Pro Trailer UT-14	12/15/21	4,506.00	0.00	0.00	53.64	160.93	214.57	4,291.43	S/L	7.00
Trailers				174,391.05	0.00c	0.00	128,108.16	2,740.09	130,848.25	43,542.80		
*Less: Dispositions and Transfers				3,359.00	0.00	0.00	1,199.65	0.00	1,239.64	2,119.36		
Net Trailers				171,032.05	0.00c	0.00	126,908.51	2,740.09	129,608.61	41,423.44		
Grand Total				3,905,994.12	0.00c	278,890.00	2,171,246.70	62,560.18	2,233,806.88	1,672,187.24		
Less: Dispositions and Transfers				26,586.00	0.00	0.00	24,426.65	0.00	24,466.64	2,119.36		
Net Grand Total				3,879,408.12	0.00c	278,890.00	2,146,820.05	62,560.18	2,209,340.24	1,670,067.88		

SECTION 3

PROPOSAL

CITY OF WESTFIELD, INDIANA

2023 Resurfacing Project

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

Pursuant to the published "Advertisement for Bids", the undersigned has investigated the conditions affecting the cost of the proposed 2023 Resurfacing Project and having examined the site and understanding the requirements set forth in the Contract Documents, hereby proposes to provide and furnish all labor, materials, tools, equipment and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the above work as required by said Contract Documents, including any and all addenda now on file in the Westfield Public Works office, City of Westfield, Indiana.

Project generally includes road reconstruction, milling, resurfacing, full depth patching, maintenance of traffic, and striping various thoroughfares and residential streets throughout the City of Westfield.

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

The undersigned proposes to furnish all work for the construction of the 2023 Resurfacing Project, including all labor, materials, supplies, equipment and all appurtenances necessary to complete the work as per the drawings and the specifications for the following unit prices, to wit:

Schedule – The undersigned agrees to be complete with all work by October 20th, 2023. Work shall begin no sooner than May 22nd, 2023. If work is not completed by the specified dates above, liquidated damages will be assessed at \$1,000.00 per day.

Bidder acknowledges the schedule of this contract (initial): _____

The remainder of this page is intentionally left blank

Project Description

2023 RESURFACING PROJECT
City of Westfield, Indiana

Section 3 – Page 1

Bid Bond

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Baumgartner & Company, LLC
12461 Reynolds Drive, Fishers, IN 46038

SURETY (Name, and Address of Principal Place of Business):

Continental Casualty Company
151 N. Franklin Street, Chicago, IL 60606

OWNER (Name and Address):

City of Westfield, Indiana
2706 E. 171st Street, Westfield, IN 46074

BID

Bid Due Date: March 10, 2023

Description (Project Name— Include Location): 2023 Resurfacing Project

BOND

Bond Number: Bid Bond

Date: March 10, 2023

Penal sum

Five Percent of the Bidder's
Maximum Bid

\$

5%

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Baumgartner & Company, LLC (Seal)

Bidder's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature

Title

SURETY

Continental Casualty Company (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Kathryn R. Postma

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Title

Andrew A. Lanphere

Director of Surety

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Kathryn R. Postma , Individually

of Indianapolis, IN , their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: Bid Bond

Principal: Baumgartner & Company, LLC

Obligee: City of Westfield, Indiana

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 16th day of June, 2021.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 16th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

M. Bent
M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 10th day of March, 2023.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson
D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

DATE: March 10, 2023

TO: City of Westfield, Indiana

RE: CONTRACTOR: Baumgartner & Company, LLC

BID DATE: March 10, 2023

PROJECT: 2023 Resurfacing Project

The purpose of this letter is to advise that should the captioned contractor be the successful bidder, and enter into a contract for the described work, Continental Casualty Company will provide appropriate Performance and Payment Bonds, subject to the terms and conditions of the bid of Baumgartner & Company, LLC.

SURETY COMPANY

Continental Casualty Company

By: _____

Kathryn R. Postma
Signature Name Kathryn R. Postma

Attorney-in-Fact



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Kathryn R. Postma , Individually

of Indianapolis, IN , their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.:

Principal: Baumgartner & Company, LLC

Obligee: City of Westfield, Indiana

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 16th day of June, 2021.

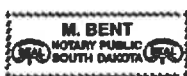


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 16th day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

M. Bent
M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 10th day of March, 2023.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson
D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. "

Attachment 1

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

**2023 Resurfacing Project
WESTFIELD, INDIANA**

ADDENDA NO. 1

DATE: March 7, 2023

To All Plan Buyers of Record:

The following items have been included:

- Subgrade Treatment Type IB
- Contractor Questions and Answers

Should you desire to submit a bid, please do so on the basis of the information set out above.

Michael Pearce
City of Westfield
Email: mpearce@westfield.in.gov
Phone: 317-473-2917

**PLEASE ACKNOWLEDGE THIS CONTRACT ADDENDA IN THE CONTRACT
DOCUMENTS WITHIN THE PROPOSAL BEFORE SUBMITTING YOUR BID.**

Subgrade Treatment, Type IB

This item shall follow INDOTSS Sections 207 and 215. This item shall include either Subgrade Treatment Type IBC and/or Subgrade Treatment Type IBL, dependent upon recommendation of testing.

Contractor Questions:

Q1: Will a Construction Engineering pay item be added due to the full removal of 166th St from Little Eagle Creek to Ditch Road and as-builts that are required for this project?

A1: Per Section 10.7 of the specifications, the Construction Engineering pay item will be included in the cost of other items. No as-builts will be required for this project. The intent of the project is to rebuild the road to its current geometry with new pavement and subgrade.

Q2: If a pay item is added for Construction Engineering, will CAD files be available?

A2: No CAD files will be available.

Q3: Can you clarify a desired new pavement width and shoulder width including depth for 166th St? No typical section in the CIB or contract documents.

A3: New desired pavement width will match existing (approx. 18') with no added shoulder width. Pavement section can be found in Appendix B.

Q4: Can the designer clarify the desired width for the SGT 1B on 166th? No typical section in the CIB or contract documents.

A4: New desired pavement width will match existing (approx. 18') with no added shoulder width.

**2023 Resurfacing Project
WESTFIELD, INDIANA**

ADDENDA NO. 2

DATE: March 9, 2023

To All Plan Buyers of Record:

The following items have been included:

- Contractor Questions and Answers
- Updated Bid Forms

Should you desire to submit a bid, please do so on the basis of the information set out above.

Michael Pearce
City of Westfield
Email: mpearce@westfield.in.gov
Phone: 317-473-2917

**PLEASE ACKNOWLEDGE THIS CONTRACT ADDENDA IN THE CONTRACT
DOCUMENTS WITHIN THE PROPOSAL BEFORE SUBMITTING YOUR BID.**

Contractor Questions:

Q1: Are commercial 53's permitted?

A1: Per INDOT Specifications and City Standards, only INDOT 53's will be permitted.

Q2: For the casting and valve adjustments, are you expecting the Mr. Manhole to be used for both types of adjustments?

A2: Yes, Mr. Manhole is expected for any structure adjustment.

Q3: The Structure Backfill Type 2 (item 5) is in SY. Looks like this is supposed to be CY based on the table following the bid form.

A3: This has been updated to CYS.

Q4: Is 166th Street truly concrete under the asphalt?

A4: Records indicate this was previously reclaimed with cement.

Q5: The concrete is deeper in some areas than the proposed pavement section. Is there any material to fill the gap?

A5: Additional stone quantity has been added to the bid form.

Q6: Is the asphalt for 166th St the typical standard with 25% RAP maximum.

A6: Yes, this asphalt would follow City Standards, which state a maximum of 25% RAP.

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

PLEASE COMPLETE THE BID PROPOSAL FORMS FOR EACH STREET FOLLOWING THIS SECTION

ID	ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1	\$	\$
2	202-96133	PIPE, REMOVE	LFT	24	\$	\$
3	203-02000	EXCAVATION, COMMON, UNDISTRIBUTED	CYS	5,465	\$	\$
4	207-09934	SUBGRADE TREATMENT, TYPE IB	SYS	15,420	\$	\$
5	211-09265	STRUCTURE BACKFILL, TYPE 2	CYS	5	\$	\$
6	214-07202	GEOGRID, TYPE 1A, UNDISTRIBUTED	SYS	696	\$	\$
7	303-01180	COMPACTED AGGREGATE, NO. 53	TON	6,747	\$	\$
8	304-07490	HMA PATCHING, TYPE B, UNDISTRIBUTED	TON	350	\$	\$
9	306-08036	MILLING, ASPHALT, 2 IN	SYS	95,938	\$	\$
10	401-07321	HMA, TYPE B, 64, SURFACE, 9.5 mm	TON	7,712	\$	\$
11	401-07328	HMA, TYPE C, 70, SURFACE, 9.5 mm	TON	4,122	\$	\$
12	401-07390	HMA, TYPE B, 64, INTERMEDIATE, 19.0 mm	TON	2,120	\$	\$
13	401-07407	HMA, TYPE B, 64, BASE, 25.0 mm	TON	2,120	\$	\$
14	406-05520	ASPHALT FOR TACK COAT	TON	32	\$	\$
15	715-05118	PIPE, TYPE 1, CIRCULAR, 12 IN.	LFT	54	\$	\$
16	720-44000	CASTING, ADJUST TO GRADE, UNDISTRIBUTED	EA	1	\$	\$
17	720-94841	CASTING, VALVE, ADJUST TO GRADE, UNDISTRIBUTED	EA	1	\$	\$
18	801-06775	MAINTAINING TRAFFIC	LS	1	\$	\$
19	808-75596	SNOWPLOWABLE RAISED PAVEMENT MARKER, REMOVE	EA	63	\$	\$
20	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN	LFT	38,804	\$	\$
21	808-11478	LINE, THERMOPLASTIC, DOTTED, WHITE, 8 IN	LFT	168	\$	\$
22	808-11482	LINE, THERMOPLASTIC, DOTTED, WHITE, 4 IN	LFT	380	\$	\$
23	808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN	LFT	41,934	\$	\$

24	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN	LFT	142	\$	\$
25	808-03439	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN	LFT	502	\$	\$
26	808-10118	TRANSVERSE MARKING, THERMOPLASTIC, YIELD LINE, WHITE, 24 IN	LFT	68	\$	\$
27	808-02977	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, BIKE SYMBOL	EACH	11	\$	\$
28	808-75320	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW	EA	11	\$	\$
Total						\$

Base Bid Amount in words for 2023 Resurfacing Project:

_____ Dollars and ____/100

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

2023 Resurfacing Project

ID	DESCRIPTION	UNIT	166TH ST (EAGLE CREEK AVE TO DITCH ROAD)			KINSEY AVE (186TH ST TO 181ST ST)			Futch Way (171st Street to End)		
			ESTIMATED QUANTITY	CONTRACTOR BID		ESTIMATED QUANTITY	CONTRACTOR BID		ESTIMATED QUANTITY	CONTRACTOR BID	
				UNIT PRICES	TOTAL		UNIT PRICES	TOTAL		UNIT PRICES	TOTAL
1	MOBILIZATION AND DEMOBILIZATION	LS	1	\$	\$	1	\$	\$	1	\$	\$
2	PIPE, REMOVE	LFT	24	\$	\$	0	\$	\$	0	\$	\$
3	EXCAVATION, COMMON, UNDISTRIBUTED	CYS	5354	\$	\$	5	\$	\$	3	\$	\$
4	SUBGRADE TREATMENT, TYPE IB	SYS	15420	\$	\$	0	\$	\$	0	\$	\$
5	STRUCTURE BACKFILL, TYPE 2	CYS	5	\$	\$	0	\$	\$	0	\$	\$
6	GEOGRID, TYPE 1A, UNDISTRIBUTED	SYS	77	\$	\$	30	\$	\$	17	\$	\$
7	COMPACTED AGGREGATE, NO. 53	TON	6535	\$	\$	10	\$	\$	6	\$	\$
8	HMA PATCHING, TYPE B, UNDISTRIBUTED	TON	25	\$	\$	10	\$	\$	6	\$	\$
9	MILLING, ASPHALT, 2 IN	SYS	0	\$	\$	5894	\$	\$	3322	\$	\$
10	HMA, TYPE B, 64, SURFACE, 9.5 mm	TON	0	\$	\$	648	\$	\$	366	\$	\$
11	HMA, TYPE C, 70, SURFACE, 9.5 mm	TON	1272	\$	\$	0	\$	\$	0	\$	\$
12	HMA, TYPE B, 64, INTERMEDIATE, 19.0 mm	TON	2120	\$	\$	0	\$	\$	0	\$	\$
13	HMA, TYPE B, 64, BASE, 25.0 mm	TON	2120	\$	\$	0	\$	\$	0	\$	\$
14	ASPHALT FOR TACK COAT	TON	7.7	\$	\$	1.5	\$	\$	0.8	\$	\$
15	PIPE, TYPE 1, CIRCULAR, 12 IN	LFT	54	\$	\$	0	\$	\$	0	\$	\$
16	CASTING, ADJUST TO GRADE, UNDISTRIBUTED	EA	0	\$	\$	0	\$	\$	0	\$	\$
17	CASTING, VALVE, ADJUST TO GRADE, UNDISTRIBUTED	EA	0	\$	\$	0	\$	\$	0	\$	\$
18	MAINTAINING TRAFFIC	LS	1	\$	\$	1	\$	\$	1	\$	\$
19	SNOWPLOWABLE RAISED PAVEMENT MARKER, REMOVE	EA	18	\$	\$	2	\$	\$	3	\$	\$
20	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, BIKE SYMBOL	EA	0	\$	\$	0	\$	\$	0	\$	\$
21	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, YIELD LINE, WHITE, 24 IN	LFT	0	\$	\$	0	\$	\$	0	\$	\$
22	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN	LFT	0	\$	\$	0	\$	\$	0	\$	\$
23	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN	LFT	15420	\$	\$	5894	\$	\$	0	\$	\$
24	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN	LFT	15420	\$	\$	5894	\$	\$	0	\$	\$
25	LINE, THERMOPLASTIC, DOTTED, WHITE, 4 IN	LFT	0	\$	\$	0	\$	\$	0	\$	\$
26	LINE, THERMOPLASTIC, DOTTED, WHITE, 8 IN	LFT	0	\$	\$	0	\$	\$	0	\$	\$
27	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN	LFT	48	\$	\$	28	\$	\$	0	\$	\$
28	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW	EA	0	\$	\$	0	\$	\$	0	\$	\$
TOTAL					\$			\$			\$

Attachment 2

The Affidavit of Employee Status shall be signed and notarized.

AFFIDAVIT OF EMPLOYEE STATUS

Re: Project – 2023 Resurfacing Project

WHEREAS, the City of Westfield, Hamilton County, Indiana, hereinafter referred to as the “City” is in the process of construction work on the 2023 Resurfacing Project, hereinafter referred to as the “Project”;

WHEREAS, Baumgartner & Company, 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:

Signature:

Printed Name:

Printed Name:

STATE OF INDIANA:

SS:

COUNTY OF _____ :

Before me the undersigned, a Notary Public in and for said State and County, personally appeared of Baumgartner & Company, 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:	2023 Resurfacing
Westfield Project Number:	2310004
Westfield Project Manager:	Michael Pearce
Westfield PO Number:	

1. Original Contract Amount	
2. Change Orders/Amendments	
3. Total Contract Amount (Line 1 $\pm$ 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!

CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services (“Vendor Contract”) is made and entered into as of the 22nd day of March 2023, by and between City of Westfield (“Contracting Party”) and Morphey Construction (“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: 196th Street & Grassy Branch Road Westfield, Indiana 46074 (the “City Property”)
 - (c) Date by which the Services shall be completed: To start March 22nd, 2023 and complete by August 18th, 2024 (the “Completion Date”).
 - (d) Purchase Price: Four Million Seventy Thousand Dollars and 00/100, \$4,070,000.00 (see Proposal dated March 3, 2023 - 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 196th Street and Grassy Branch Road Widening Project” dated February 15th, 2023 inclusive of all sections and appendixes.
 - c. Addendum #1 Dated February 26, 2023

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:

Morphey Construction
1499 N. Sherman Drive,
Indianapolis, IN 46201

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

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

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

CONTRACT TERMS AND CONDITIONS

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

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

shall be equitably adjusted by Contracting Party after receipt of documentation in such form and detail as Contracting Party may reasonably require.

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

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

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

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

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

hold harmless Contracting Party from and against any and all liability, loss, judgments, costs and expenses, including reasonable attorneys' fees, incurred by Contracting Party in connection with any such lien.

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

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

10. **REQUIRED INSURANCE AND INDEMNIFICATION:**

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

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

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

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

commencement of any work and coverage for a minimum period of two (2) years after professional services completion.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. **E-VERIFY:** Pursuant to Ind. Code § 22-5-1.7-11, VENDOR, by entering into the Contract with CITY, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. VENDOR is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists. VENDOR hereby states that it does not knowingly employ an

unauthorized alien. VENDOR further affirms that, prior to entering into the Contract with CITY, it will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

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

EXECUTED this _____ day of _____, 2015.

Contracting Party:

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

Vendor:

Morphey Construction
1499 N. Sherman Drive,
Indianapolis, IN 46201

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 03.03.2023

SECTION 3

PROPOSAL

CITY OF WESTFIELD, INDIANA

196TH STREET ROAD RECONSTRUCTION PROJECT

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

Pursuant to the published "Advertisement for Bids", the undersigned has investigated the conditions affecting the cost of the proposed 196TH STREET ROAD RECONSTRUCTION PROJECT and having examined the site and understanding the requirements set forth in the Contract Documents, hereby proposes to provide and furnish all labor, materials, tools, equipment and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the above work as required by said Contract Documents, including any and all addenda now on file in the Westfield Public Works Department office, City of Westfield, Indiana.

The project generally includes roadway reconstruction, roadway resurfacing, grading, installation of ditching and pipes, traffic signal at East Street, pavement markings, signs, and maintenance of traffic for 196th Street from East Street to Grassy Branch Road, and for Grassy Branch Road from 196th Street to 202nd Street in and around the City of Westfield.

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

The undersigned proposes to furnish all work for the construction of the 196th STREET ROAD RECONSTRUCTION PROJECT, including all labor, materials, supplies, equipment and all appurtenances necessary to complete the work as per the drawings and the specifications for the following unit prices, to wit:

Schedule – The undersigned agrees to be complete with the base bid work by August 18, 2024. If work is not completed by the specified dates above, liquidated damages will be assessed at \$1,000.00 per day.

Bidder acknowledges the schedule of this contract (initial): SPM

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BASE BID ITEMIZED PROPOSAL

ID	ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
	105-06845	CONSTRUCTION ENGINEERING	LS	1	\$	\$
	110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1	\$	\$
	201-52370	CLEARING RIGHT OF WAY	LS	1	\$	\$
	202-96133	PIPE, REMOVE	LFT	148	\$	\$
	203-02000	EXCAVATION, COMMON	CYS	18436	\$	\$
	203-02000	EXCAVATION, COMMON, UNDERCUT (UNDISTRIBUTED)	CYS	575	\$	\$
	205-12108	STORMWATER MANAGEMENT BUDGET	DOL	73034	\$	\$
	205-12616	STORMWATER MANAGEMENT IMPLEMENTATION	LS	1	\$	\$
	205-12618	SWQCP PREPARATION	LS	1	\$	\$
	207-08264	SUBGRADE TREATMENT, TYPE II	SYS	104	\$	\$
	207-12635	SUBGRADE TREATMENT, TYPE IBC	SYS	18693	\$	\$
	211-02050	B BORROW	CYS	41	\$	\$
	211-09265	STRUCTURE BACKFILL, TYPE 2	CYS	256	\$	\$
	211-09268	STRUCTURE BACKFILL, TYPE 5	CYS	394	\$	\$
	214-12238	GEOTEXTILE FOR PAVEMENT TYPE 2A	SYS	18693	\$	\$
	301-12234	COMPACTED AGGREGATE NO. 53	CYS	4786	\$	\$
	301-12234	COMPACTED AGGREGATE NO. 53, UNDERCUT BACKFILL (UNDISTRIBUTED)	CYS	575	\$	\$
	304-12624	HMA PATCHING PARTIAL DEPTH, TYPE B	TON	159	\$	\$
	306-08034	MILLING, ASPHALT, 1 1/2 IN.	SYS	4872	\$	\$
	401-07321	QC/QA-HMA, 2, 64, SURFACE, 9.5 mm	TON	1766	\$	\$
	401-07390	QC/QA-HMA, 2, 64, INTERMEDIATE, 19.0 mm	TON	2320	\$	\$

*See
ATTACHMENT*

SCHEDULE OF PAY ITEMS REVISED:
 LETTING DATE: 3/3/23

CONTRACT ID: PROJECT(S): 196th St.

CONTRACTOR: Morphey Construction, Inc.

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1	105-06845 CONSTRUCTION ENGINEERING	1.000 LS	20,000.00		20,000.00	
2	110-01001 MOBILIZATION AND DEMOBILIZATION	1.000 LS	200,000.00		200,000.00	
3	201-52370 CLEARING RIGHT OF WAY	1.000 LS	100,000.00		100,000.00	
4	202-96133 PIPE, REMOVE	148.000 LFT	20.00		2,960.00	
5	203-02000 EXCAVATION, COMMON	18,436.000 CYS	25.00		460,900.00	
6	203-02000 EXCAVATION, COMMON, UNDERCUT (UNDISTRIBUTED)	575.000 CYS	40.00		23,000.00	
7	205-12108 STORMWATER MANAGEMENT BUDGET	73,034.000 DOL	1.00		73,034.00	
8	205-12616 STORMWATER MANAGEMENT IMPLEMENTATION	1.000 LS	15,000.00		15,000.00	
9	205-12618 SWQCP PREPARATION	1.000 LS	10,000.00		10,000.00	
10	207-08264 SUBGRADE TREATMENT, TYPE II	104.000 SYS	25.00		2,600.00	
11	207-12635 SUBGRADE TREATMENT, TYPE IBC	18,693.000 SYS	14.00		261,702.00	

SCHEDULE OF PAY ITEMS REVISED:

LETTING DATE: 3/3/23

CONTRACT ID:

PROJECT(S): 196th St.

CONTRACTOR: Morphe Construction, Inc.

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
12	211-02050 B BORROW	41.000 CYS	90.00		3,690.00	
13	211-09265 STRUCTURE BACKFILL, TYP E 2	256.000 CYS	90.00		23,040.00	
14	211-09268 STRUCTURE BACKFILL, TYP E 5	394.000 CYS	200.00		78,800.00	
15	214-12238 GEOTEXTILE FOR PAVEMENT TYPE 2A	18,693.000 SYS	3.00		56,079.00	
16	301-12234 COMPACTED AGGREGATE NO. 53	4,786.000 CYS	75.00		358,950.00	
17	301-12234 COMPACTED AGGREGATE NO. 53, UNDERCUT BAC	575.000 CYS	85.00		48,875.00	
18	304-12624 HMA PATCHING PARTIAL DE PTH, TYPE B	159.000 TON	300.00		47,700.00	
19	306-08034 MILLING, ASPHALT, 1 1/2 IN.	4,872.000 SYS	3.35		16,321.20	
20	401-07321 QC/QA-HMA, 2, 64, SURFA CE, 9.5 mm	1,766.000 TON	100.00		176,600.00	
21	401-07390 QC/QA-HMA, 2, 64, INTER MEDIATE, 19.0 mm	2,320.000 TON	80.00		185,600.00	
22	401-07407 QC/QA-HMA, 2, 64, BASE, 25.0 mm	4,766.000 TON	70.00		333,620.00	

SCHEDULE OF PAY ITEMS REVISED:
 LETTING DATE: 3/3/23

CONTRACT ID:

PROJECT(S): 196th St.

CONTRACTOR: Morphe Construction, Inc.

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
23	401-10258 JOINT ADHESIVE, SURFACE	7,013.000 LFT	1.00		7,013.00	
24	401-10259 JOINT ADHESIVE, INTERME DIATE	5,147.000 LFT	1.00		5,147.00	
25	401-11785 LIQUID ASPHALT SEALANT	7,013.000 LFT	0.50		3,506.50	
26	401-12137 QC/QA-HMA, 4, 76, INTER MEDIATE, OG, 19.0	2,785.000 TON	70.00		194,950.00	
27	406-05520 ASPHALT FOR TACK COAT	14.000 TON	1.00		14.00	
28	610-07487 HMA FOR APPROACHES, TYP E B	21.000 TON	500.00		10,500.00	
29	616-06405 RIPRAP, REVETMENT	803.000 TON	130.00		104,390.00	
30	616-12246 GEOTEXTILE FOR RIPRAP T YPE 1A	9.000 SYS	2.00		18.00	
31	616-12251 GEOTEXTILE FOR RIPRAP T YPE 3	1,061.000 SYS	4.00		4,244.00	
32	621-06567 WATER	8.000 KGAL	1.00		8.00	
33	621-06574 SODDING	1,805.000 SYS	9.00		16,245.00	

SCHEDULE OF PAY ITEMS REVISED:

LETTING DATE:3/3/23

CONTRACT ID:

PROJECT(S): 196th St.

CONTRACTOR: Morphe Construction, Inc.

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
34	621-01004 MOBILIZATION AND DEMOBILIZATION FOR SEED	1.000 EACH	500.00		500.00	
35	621-06545 FERTILIZER	2.000 TON	1,600.00		3,200.00	
36	621-06553 SEED MIXTURE R	1,237.000 LBS	10.00		12,370.00	
37	621-06565 MULCHING MATERIAL	13.000 TON	425.00		5,525.00	
38	715-05048 PIPE, TYPE 4, CIRCULAR, 6 IN.	9,123.000 LFT	12.00		109,476.00	
39	715-05053 PIPE, UNDERDRAIN, OUTLET 6 IN.	686.000 LFT	65.00		44,590.00	
40	715-05118 PIPE, TYPE 1, CIRCULAR, 12 IN.	39.000 LFT	100.00		3,900.00	
41	715-05151 PIPE, TYPE 2, CIRCULAR, 15 IN.	543.000 LFT	110.00		59,730.00	
42	715-05152 PIPE, TYPE 2, CIRCULAR, 18 IN.	91.000 LFT	120.00		10,920.00	
43	715-05156 PIPE, TYPE 2, CIRCULAR, 30 IN.	174.000 LFT	200.00		34,800.00	
44	715-05168 PIPE, TYPE 3, CIRCULAR, 12 IN.	173.000 LFT	100.00		17,300.00	

SCHEDULE OF PAY ITEMS REVISED:
 LETTING DATE: 3/3/23

CONTRACT ID:

PROJECT(S): 196th St.

CONTRACTOR: Morphe Construction, Inc.

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
45	715-05169 PIPE, TYPE 3, CIRCULAR, 15 IN.	96.000 LFT	110.00		10,560.00	
46	715-05171 PIPE, TYPE 3, CIRCULAR, 18 IN.	97.000 LFT	120.00		11,640.00	
47	715-05173 PIPE, TYPE 3, CIRCULAR, 24 IN.	41.000 LFT	130.00		5,330.00	
48	715-05335 PIPE, TYPE 2, DEFORMED, MIN. AREA 5.1 SF	220.000 LFT	300.00		66,000.00	
49	715-04555 PIPE END SECTION, MIN. AREA 5.1 SFT	2.000 EACH	7,000.00		14,000.00	
50	715-46000 PIPE END SECTION, DIAME TER 12 IN.	8.000 EACH	3,000.00		24,000.00	
51	715-46005 PIPE END SECTION, DIAME TER 15 IN.	3.000 EACH	3,100.00		9,300.00	
52	715-46010 PIPE END SECTION, DIAME TER 18 IN.	3.000 EACH	3,400.00		10,200.00	
53	715-46020 PIPE END SECTION, DIAME TER 24 IN.	2.000 EACH	4,000.00		8,000.00	
54	715-46030 PIPE END SECTION, DIAME TER 30 IN.	1.000 EACH	5,000.00		5,000.00	
55	718-06528 OUTLET PROTECTOR, 1	2.000 EACH	1,000.00		2,000.00	

SCHEDULE OF PAY ITEMS REVISED:

LETTING DATE: 3/3/23

CONTRACT ID:

PROJECT(S): 196th St.

CONTRACTOR: Morphe Construction, Inc.

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
56	718-12305 GEOTEXTILES FOR UNDERDRAIN, TYPE 1A	5,638.000 SYS	2.00		11,276.00	
57	718-52610 AGGREGATE FOR UNDERDRAINS	618.000 CYS	140.00		86,520.00	
58	720-08239 MANHOLE, J7 MODIFIED	2.000 EACH	6,000.00		12,000.00	
59	720-44025 CASTING, 4, FURNISH AND ADJUST TO GRADE	1.000 EACH	1,300.00		1,300.00	
60	720-45030 INLET, E7	3.000 EACH	3,500.00		10,500.00	
61	720-45410 MANHOLE, C4	4.000 EACH	4,300.00		17,200.00	
62	720-95422 MANHOLE, J4	2.000 EACH	5,400.00		10,800.00	
63	801-04308 ROAD CLOSURE SIGN ASSEMBLY	5.000 EACH	500.00		2,500.00	
64	801-06625 DETOUR ROUTE MARKER ASSEMBLY	88.000 EACH	250.00		22,000.00	
65	801-06775 MAINTAINING TRAFFIC	1.000 LS	194,648.80		194,648.80	
66	801-06640 CONSTRUCTION SIGN, A	4.000 EACH	300.00		1,200.00	

SCHEDULE OF PAY ITEMS REVISED:
 LETTING DATE: 3/3/23

CONTRACT ID:

PROJECT(S): 196th St.

CONTRACTOR: Morphey Construction, Inc.

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
67	801-07118 BARRICADE, III-A	96.000 LFT	15.00		1,440.00	
68	801-07119 BARRICADE, III-B	72.000 LFT	15.00		1,080.00	
69	802-07059 SIGN, SHEET, AND SUPPOR TS, REMOVE	12.000 EACH	50.00		600.00	
70	802-09837 SIGN, DOUBLE- FACED, SH EET, WITH LEGEND,	6.000 SFT	40.00		240.00	
72	802-09838 SIGN, SHEET, WITH LEGEN D, 0.080 IN.	102.000 SFT	28.00		2,856.00	
73	802- 09839 SIGN, DOUBLE- FACED, SH EET, WITH LEGEND,	4.000 SFT	30.00		120.00	
74	802-09840 SIGN, SHEET, WITH LEGEN D, 0.100 IN.	20.000 SFT	42.00		840.00	
75	802-09841 SIGN, DOUBLE- FACED, SH EET, WITH LEGEND,	6.000 SFT	29.00		174.00	
76	802-09842 SIGN, SHEET, WITH LEGEN D, 0.125 IN.	24.000 SFT	44.00		1,056.00	
77	802-76055 SIGN POST, A	120.000 LFT	35.00		4,200.00	
78	802-76065 SIGN POST, B	56.000 LFT	35.00		1,960.00	

SCHEDULE OF PAY ITEMS REVISED:

LETTING DATE: 3/3/23

CONTRACT ID:

PROJECT(S): 196th St.

CONTRACTOR: Morphey Construction, Inc.

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
79	805-01815 SIGNAL POLE FOUNDATION, 36 IN. X 144 IN.	4.000 EACH	6,000.00		24,000.00	
80	805-01842 HANDHOLE SIGNAL TYPE 1	4.000 EACH	3,000.00		12,000.00	
81	805-01844 CONDUIT, STEEL, GALVANI ZED, 2 IN.	406.000 LFT	40.00		16,240.00	
82	805-02445 CONTROLLER AND CABINET, P1	1.000 EACH	20,000.00		20,000.00	
83	805-03979 EMERGENCY VEHICLE PREEM PTION DETECTOR TW	2.000 EACH	1,500.00		3,000.00	
84	805-03980 EMERGENCY VEHICLE CONFI RMATION LIGHT KIT	4.000 EACH	500.00		2,000.00	
85	805-78205 TRAFFIC SIGNAL HEAD, 3 SECTION, 12 IN.	8.000 EACH	1,500.00		12,000.00	
86	805-78225 TRAFFIC SIGNAL HEAD, 4 SECTION, 12 IN.	3.000 EACH	1,700.00		5,100.00	
87	805-78415 SPAN, CATENARY, AND TET HER	4.000 EACH	3,000.00		12,000.00	
88	805-78420 DISCONNECT HANGER	4.000 EACH	600.00		2,400.00	
89	805-78445 SIGNAL SERVICE	1.000 EACH	2,000.00		2,000.00	

SCHEDULE OF PAY ITEMS REVISED:
 LETTING DATE: 3/3/23

CONTRACT ID:

PROJECT(S): 196th St.

CONTRACTOR: Morphe Construction, Inc.

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
90	805-78467 SIGNAL CABLE, SERVICE, COPPER, 3C/8 GA	25.000 LFT	15.00		375.00	
91	805-78470 SIGNAL CABLE, ROADWAY L OOP, COPPER, 1C/1	3,528.000 LFT	2.00		7,056.00	
92	805-78480 SIGNAL CABLE, CONTROL, COPPER, 3C/14 GA	435.000 LFT	3.00		1,305.00	
93	805-78485 SIGNAL CABLE, CONTROL, COPPER, 5C/14 GA	264.000 LFT	4.00		1,056.00	
94	805-78490 SIGNAL CABLE, CONTROL, COPPER, 7C/14 GA	187.000 LFT	5.00		935.00	
95	805-78495 SIGNAL CABLE, CONTROL, COPPER, 9C/14 GA	443.000 LFT	6.00		2,658.00	
96	805-78510 SIGNAL CABLE, DETECTOR LEAD-IN, COPPER,	1,588.000 LFT	3.50		5,558.00	
97	805-78785 SIGNAL DETECTOR HOUSING	7.000 EACH	3,000.00		21,000.00	
98	805-78795 SAW CUT FOR ROADWAY LOOP DETECTOR AND SE	1,092.000 LFT	11.00		12,012.00	
99	805-78925 CONTROLLER CABINET FOUNDATION, P1	1.000 EACH	3,000.00		3,000.00	
100	805-81032 SIGNAL POLE, STEEL STRAIN, 30 FT	4.000 EACH	10,500.00		42,000.00	

SCHEDULE OF PAY ITEMS REVISED:

LETTING DATE: 3/3/23

CONTRACT ID:

PROJECT(S): 196th St.

CONTRACTOR: Morphe Construction, Inc.

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
101	805-92504 LOOP DETECTOR DELAY AMP LIFIER, 2 CHANNEL	4.000 EACH	500.00		2,000.00	
102	808-06703 LINE, THERMOPLASTIC, SO LID, WHITE, 4 IN.	14,050.000 LFT	1.00		14,050.00	
103	808-11482 LINE, THERMOPLASTIC, DO TTED, WHITE, 4 IN	25.000 LFT	5.00		125.00	
104	808-12032 GROOVING FOR PAVEMENT M ARKINGS	27,803.000 LFT	0.70		19,462.10	
105	808-75245 LINE, THERMOPLASTIC, SO LID, YELLOW, 4 IN	13,728.000 LFT	1.00		13,728.00	
106	808-75297 TRANSVERSE MARKING, THE RMOPLASTIC, STOP	140.000 LFT	10.00		1,400.00	
107	808-75320 PAVEMENT MESSAGE MARKIN G, THERMOPLASTIC	2.000 EACH	125.00		250.00	
108	Emergency Preemption	1.000 EA	25,000.00		25,000.00	
109	Signal Cable 4c/20 GA	435.000 LF	5.00		2,175.00	
110	Timber Guardrail	310.000 LF	75.00		23,250.00	
111	Debris Guard	2.000 EA	1,500.00		3,000.00	

SCHEDULE OF PAY ITEMS REVISED:

LETTING DATE: 3/3/23

CONTRACT ID:

PROJECT(S): 196th St.

CONTRACTOR: Morphey Construction, Inc.

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
112	Monument Reestablish	1.000	1,500.00		1,500.00	
		EA				
113	Articulated Concrete Block	190.000	310.56		59,006.40	
		SY				
			TOTAL		4,070,000.00	

401-07407	QC/QA-HMA, 2, 64, BASE, 25.0 mm	TON	4766	\$	\$
401-10258	JOINT ADHESIVE, SURFACE	LFT	7013	\$	\$
401-10259	JOINT ADHESIVE, INTERMEDIATE	LFT	5147	\$	\$
401-11785	LIQUID ASPHALT SEALANT	LFT	7013	\$	\$
401-12137	QC/QA-HMA, 4, 76, INTERMEDIATE, OG, 19.0 mm	TON	2785	\$	\$
406-05520	ASPHALT FOR TACK COAT	TON	14	\$	\$
610-07487	HMA FOR APPROACHES, TYPE B	TON	21	\$	\$
616-06405	RIPRAP, REVETMENT	TON	803	\$	\$
616-12246	GEOTEXTILE FOR RIPRAP TYPE 1A	SYS	9	\$	\$
616-12251	GEOTEXTILE FOR RIPRAP TYPE 3	SYS	1061	\$	\$
621-06567	WATER	kGAL	8	\$	\$
621-06574	SODDING	SYS	1805	\$	\$
621-01004	MOBILIZATION AND DEMOBILIZATION FOR SEEDING	EACH	1	\$	\$
621-06545	FERTILIZER	TON	2	\$	\$
621-06553	SEED MIXTURE R	LBS	1237	\$	\$
621-06565	MULCHING MATERIAL	TON	13	\$	\$
715-05048	PIPE, TYPE 4, CIRCULAR, 6 IN.	LFT	9123	\$	\$
715-05053	PIPE, UNDERDRAIN, OUTLET 6 IN.	LFT	686	\$	\$
715-05118	PIPE, TYPE 1, CIRCULAR, 12 IN.	LFT	39	\$	\$
715-05151	PIPE, TYPE 2, CIRCULAR, 15 IN.	LFT	543	\$	\$
715-05152	PIPE, TYPE 2, CIRCULAR, 18 IN.	LFT	91	\$	\$
715-05156	PIPE, TYPE 2, CIRCULAR, 30 IN.	LFT	174	\$	\$
715-05168	PIPE, TYPE 3, CIRCULAR, 12 IN.	LFT	173	\$	\$
715-05169	PIPE, TYPE 3, CIRCULAR, 15 IN.	LFT	96	\$	\$
715-05171	PIPE, TYPE 3, CIRCULAR, 18 IN.	LFT	97	\$	\$

715-05173	PIPE, TYPE 3, CIRCULAR, 24 IN.	LFT	41	\$	\$
715-05335	PIPE, TYPE 2, DEFORMED, MIN. AREA 5.1 SFT	LFT	220	\$	\$
715-04555	PIPE END SECTION, MIN. AREA 5.1 SFT	EACH	2	\$	\$
715-46000	PIPE END SECTION, DIAMETER 12 IN.	EACH	8	\$	\$
715-46005	PIPE END SECTION, DIAMETER 15 IN.	EACH	3	\$	\$
715-46010	PIPE END SECTION, DIAMETER 18 IN.	EACH	3	\$	\$
715-46020	PIPE END SECTION, DIAMETER 24 IN.	EACH	2	\$	\$
715-46030	PIPE END SECTION, DIAMETER 30 IN.	EACH	1	\$	\$
718-06528	OUTLET PROTECTOR, 1	EACH	2	\$	\$
718-12305	GEOTEXTILES FOR UNDERDRAIN, TYPE 1A	SYS	5638	\$	\$
718-52610	AGGREGATE FOR UNDERDRAINS	CYS	618	\$	\$
720-08239	MANHOLE, J7 MODIFIED	EACH	2	\$	\$
720-44025	CASTING, 4, FURNISH AND ADJUST TO GRADE	EACH	1	\$	\$
720-45030	INLET, E7	EACH	3	\$	\$
720-45410	MANHOLE, C4	EACH	4	\$	\$
720-95422	MANHOLE, J4	EACH	2	\$	\$
801-04308	ROAD CLOSURE SIGN ASSEMBLY	EACH	5	\$	\$
801-06625	DETOUR ROUTE MARKER ASSEMBLY	EACH	88	\$	\$
801-06775	MAINTAINING TRAFFIC	LS	1	\$	\$
801-06640	CONSTRUCTION SIGN, A	EACH	4	\$	\$
801-07118	BARRICADE, III-A	LFT	96	\$	\$
801-07119	BARRICADE, III-B	LFT	72	\$	\$
802-07059	SIGN, SHEET, AND SUPPORTS, REMOVE	EACH	12	\$	\$
802-09837	SIGN, DOUBLE-FACED, SHEET, WITH LEGEND,	SFT	6	\$	\$

		0.080 IN. THICKNESS				
	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN.	SFT	102	\$	\$
	802-09839	SIGN, DOUBLE- FACED, SHEET, WITH LEGEND, 0.100 IN. THICKNESS	SFT	4	\$	\$
	802-09840	SIGN, SHEET, WITH LEGEND, 0.100 IN.	SFT	20	\$	\$
	802-09841	SIGN, DOUBLE- FACED, SHEET, WITH LEGEND, 0.125 IN. THICKNESS	SFT	6	\$	\$
	802-09842	SIGN, SHEET, WITH LEGEND, 0.125 IN.	SFT	24	\$	\$
	802-76055	SIGN POST, A	LFT	120	\$	\$
	802-76065	SIGN POST, B	LFT	56	\$	\$
	805-01815	SIGNAL POLE FOUNDATION, 36 IN. X 144 IN.	EACH	4	\$	\$
	805-01842	HANDHOLE SIGNAL TYPE 1	EACH	4	\$	\$
	805-01844	CONDUIT, STEEL, GALVANIZED, 2 IN.	LFT	406	\$	\$
	805-02445	CONTROLLER AND CABINET, P1	EACH	1	\$	\$
	805-03979	EMERGENCY VEHICLE PREEMPTION DETECTOR TWO CHANNEL TWO DIRECTION	EACH	2	\$	\$
	805-03980	EMERGENCY VEHICLE CONFIRMATION LIGHT KIT	EACH	4	\$	\$
	805-78205	TRAFFIC SIGNAL HEAD, 3 SECTION, 12 IN.	EACH	8	\$	\$
	805-78225	TRAFFIC SIGNAL HEAD, 4 SECTION, 12 IN.	EACH	3	\$	\$
	805-78415	SPAN, CATENARY, AND TETHER	EACH	4	\$	\$
	805-78420	DISCONNECT HANGER	EACH	4	\$	\$
	805-78445	SIGNAL SERVICE	EACH	1	\$	\$
	805-78467	SIGNAL CABLE, SERVICE, COPPER, 3C/8 GA	LFT	25	\$	\$
	805-78470	SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/14 GA	LFT	3528	\$	\$

805-78480	SIGNAL CABLE, CONTROL, COPPER, 3C/14 GA	LFT	435	\$	\$
805-78485	SIGNAL CABLE, CONTROL, COPPER, 5C/14 GA	LFT	264	\$	\$
805-78490	SIGNAL CABLE, CONTROL, COPPER, 7C/14 GA	LFT	187	\$	\$
805-78495	SIGNAL CABLE, CONTROL, COPPER, 9C/14 GA	LFT	443	\$	\$
805-78510	SIGNAL CABLE, DETECTOR LEAD-IN, COPPER, 2C/16 GA	LFT	1588	\$	\$
805-78785	SIGNAL DETECTOR HOUSING	EACH	7	\$	\$
805-78795	SAW CUT FOR ROADWAY LOOP DETECTOR AND SEALANT	LFT	1092	\$	\$
805-78925	CONTROLLER CABINET FOUNDATION, P1	EACH	1	\$	\$
805-81032	SIGNAL POLE, STEEL STRAIN, 30 FT	EACH	4	\$	\$
805-92504	LOOP DETECTOR DELAY AMPLIFIER, 2 CHANNEL	EACH	4	\$	\$
808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	LFT	14050	\$	\$
808-11482	LINE, THERMOPLASTIC, DOTTED, WHITE, 4 IN.	LFT	25		
808-12032	GROOVING FOR PAVEMENT MARKINGS	LFT	27803		
808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	LFT	13728		
808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.	LFT	140		
808-75320	PAVEMENT MESSAGE MARKING, THERMOPLASTIC LANE INDICATION ARROW	EACH	2		

		EMERGENCY VEHICLE PREEMPTION FOUR CHANNEL PHASE SELECTOR	EACH	1		<i>See</i>
		SIGNAL CABLE, CONTROL, COPPER, 4C/20 GA	LFT	435		<i>ATTACHED</i>
		TIMBER GUARDRAIL	LFT	310		
		DEBRIS GUARD	EACH	2		
	615- 06520	MONUMENT, RE- ESTABLISH	EACH	1		
	621- 09815	ARTICULATED CONCRETE BLOCK	SYS	190		
TOTAL	\$					

Base Bid Amount in words for 196TH STREET ROAD RECONSTRUCTION PROJECT:

Four Million Seventy Thousand Dollars & 00/100 Dollars and *00* /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 - Two Hundred Three Thousand Five Hundred

Dollars (\$ 203,500.00),

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. Latest version of Form 96, Contractors Bid for Public Works, of the Indiana State Board of Accounts is also properly executed and attached hereto. A Non-collusion Affidavit, as required by the statutes of the State of Indiana, is properly executed and attached hereto, if not included on the Form 96.

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

Receipt of Addenda No. 1 is hereby acknowledged.

Respectfully submitted,

Morphey Construction, Inc.

Contractor

(Individual ☐) (Partnership ☐)

or (Corporation ☒)

By



Title President

Dated:

Address 1499 N. Sherman Drive, Indianapolis, IN 46201

March 3, 2023

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.

ADDENDUM #1

CONTRACTOR ACKNOWLEDGEMENT OF RECEIPT

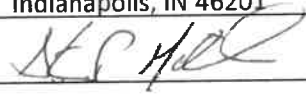
CITY OF WESTFIELD – 196TH STREET RECONSTRUCTION

As indicated by my signature below, Contractor acknowledges receipt of Addendum #1 for the above-mentioned project. The bid included in with this documentation reflects all changes encompassed in the addendum.

CONTRACTOR: Morphey Construction, Inc.

ADDRESS: 1499 N. Sherman Drive

Indianapolis, IN 46201

CONTACT SIGNATURE: 

DATE: February 28, 2023

AFFIDAVIT OF EMPLOYEE STATUS

Re: Project – 196TH STREET ROAD RECONSTRUCTION PROJECT

WHEREAS, the City of Westfield, Hamilton County, Indiana, hereinafter referred to as the “City” is in the process of construction work on the 196TH STREET ROAD RECONSTRUCTION PROJECT, hereinafter referred to as the “Project”;

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

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

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


Signature: _____
Steven P. Milbourne
Printed Name: _____


Signature: _____
Barb Box
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 Steven P. Milbourne, 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 3rd day of March, 2023

Barb Box
Signature

Barb Box
Printed Name

My Commission expires September 5, 2024

I am a resident of Marion County.



CITY OF WESTFIELD BY:

, Director of Public Works

STATE OF INDIANA:

SS:

COUNTY OF HAMILTON:

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

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

Signature

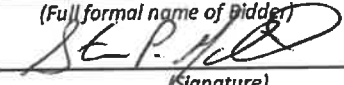
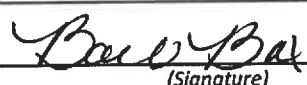
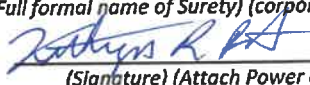
Printed Name

My Commission expires _____

I am a resident of _____ County.

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

BID BOND (PENAL SUM FORM)

Bidder Name: Morphey Construction, Inc. Address (principal place of business): 1499 N. Sherman Drive Indianapolis, IN 46201	Surety Name: Fidelity and Deposit Company of Maryland Address (principal place of business): 1299 Zurich Way, 5th Floor Schaumburg, IL 60196-1056
Owner Name: City of Westfield, Indiana Address (principal place of business): 2706 E. 171st Street Westfield, IN 46074	Bid Project (name and location): 196th Street Road Reconstruction Project Bid Due Date: March 3, 2023
Bond Penal Sum: 5% Five Percent of the Bidder's Maximum Bid Date of Bond: March 3, 2023	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Morphey Construction, Inc. (Full formal name of Bidder) By: <u></u> (Signature) Name: <u>Steven P. Milbourne</u> (Printed or typed) Title: <u>President</u> Attest: <u></u> (Signature) Name: <u>Barb Box</u> (Printed or typed) Title: <u>Office Manager</u>	Surety Fidelity and Deposit Company of Maryland (Full formal name of Surety) (corporate seal) By: <u></u> (Signature) (Attach Power of Attorney) Name: <u>Kathryn R. Postma</u> (Printed or typed) Title: <u>Attorney-In-Fact</u> Attest: <u></u> (Signature) Name: <u>Andrew A. Lanphere</u> (Printed or typed) Title: <u>Director of Surety</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Bond Number Bid Bond

Obligee City of Westfield, Indiana

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Kathryn R. Postma, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

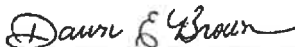
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of June, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND


By: **Robert D. Murray**
Vice President




By: **Dawn E. Brown**
Secretary

**State of Maryland
County of Baltimore**

On this 19th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.




Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 3rd day of March, 2023.



A handwritten signature in cursive script, reading "Brian M. Hodges".

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

DATE: March 3, 2023

TO: City of Westfield, Indiana

RE: CONTRACTOR: Morphey Construction, Inc.

BID DATE: March 3, 2023

PROJECT: 196th Street Road Reconstruction Project

The purpose of this letter is to advise that should the captioned contractor be the successful bidder, and enter into a contract for the described work, Fidelity and Deposit Company of Maryland will provide appropriate Performance and Payment Bonds, subject to the terms and conditions of the bid of Morphey Construction, Inc. _____.

SURETY COMPANY

Fidelity and Deposit Company of Maryland

By: _____

Signature Name Kathryn R. Postma

Attorney-in-Fact



Bond Number _____

Obligee City of Westfield, Indiana

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Kathryn R. Postma, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND


By: Robert D. Murray
Vice President




By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

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Constance A. Dunn, Notary Public
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CERTIFICATE

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Brian M. Hodges, Vice President

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Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

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.



CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

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

PART I

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

Date (month, day, year): March 3, 2023

1. Governmental Unit (Owner): City of Westfield
2. County: Hamilton
3. Bidder (Firm): Morphey Construction, Inc
Address: 1499 N Sherman Drive
City/State/ZIPcode: Indianapolis, IN 46201
4. Telephone Number: 317-356-9250
5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of 196th Street Road Reconstruction Project
(Governmental Unit) in accordance with plans and specifications prepared by WSP

_____ and dated 12.01.2022 for the sum of
\$ 4,070,000.00

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

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

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

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

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

ACCEPTANCE

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

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

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

Governmental Unit: City of Westfield

Bidder (Firm) Morphey Construction, Inc.

Date (month, day, year): March 3, 2023

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

SECTION I EXPERIENCE QUESTIONNAIRE

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

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
2,818,362.66	Drainage-Storm Sewer Impvment	2021	City of Indy, SD-22-052 Furman Stout Drainage Improvements
1,850,082.89	Drainage-Storm Sewer Impvment	2021	City of Indy, SD-22-043 Ivy Hills Neighborhood Drainage Improvements
2,014,973.77	Light Grading - Road Construction	2021	INDOT, R-38049-B Pleasant Run Greenways Trail
2,934,565.55	Light Grading - Road Construction	2021	City of Carmel

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

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
3,890,000.00	Light Grading, Rd Const.-Rehab	2022	City of Indy, ST-25-523 Delaware St. Structural Rehabilitation
3,429,000.00	Light Grading, Path Const., PED Bridge, Drainage	2022	INDOT, R-39660-A, Beech Grove Greenway (Franciscan Trail)
1,987,719.60	Traffic Signal Install, Signal, Curb Ramp	2022	INDOT, T-40356-C, Ped Facilities Improvements
836,000.00	Light Grading - Brick Alley Construction	2023	City of Indy, ST-20-094, Block 20 Project Alley Improvements

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

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

Indiana Logo Sign Group

Calumet Civil Contractors

Rieth Riley

Milestone Contractors

E&B Paving

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

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

Project to be built per plans and specifications

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

See Attached Vendor Listing

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

Subs not confirmed as of bid date

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

If not already owned, we will rent the necessary equipment

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

Major items have been quoted.

Where we did not receive a quote, budget numbers were substituted.

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

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

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

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

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

SECTION V OATH AND AFFIRMATION

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

Dated at 8:00AM this 3rd day of March, 2023

Morphey Construction, Inc.

(Name of Organization)

By

Steven P. Milbourne, President

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Indiana)
) ss
COUNTY OF Marion)

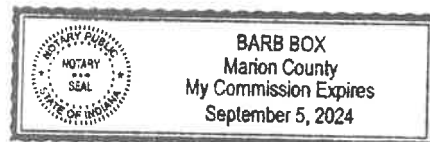
Before me, a Notary Public, personally appeared the above-named Steven P. Milbourne and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 3rd day of March, 2023.

Barb Box
Notary Public

My Commission Expires: 09/05/2024

County of Residence: Marion



BID OF

Morphey Construction, Inc _____
(Contractor)

1499 N Sherman Drive _____
(Address)

Indianapolis, IN 46201 _____

FOR

PUBLIC WORKS PROJECTS

OF

City of Westfield _____

196th Street Road Reconstruction Project _____

Hamilton County _____

Filed _____

Action taken _____

Attachment 1

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

ADDENDUM #1 TO THE PLANS AND SPECIFICATIONS

CITY OF WESTFIELD – 196TH STREET RECONSTRUCTION

- Item #1: The section corner monumentation at the intersection of 196th Street and Grassy Branch Road will need to be maintained during and after construction. A pay item for reestablishing this monument has been added to the Itemized Proposal and is included with this Addendum.
- Item #2: Water main grade pipe is required for use at Str. No. 112. Type 2 pipe was already spec'ed for this pipe location so no separate pay item has been added for this work, however the Contractor's attention is called to this in order to satisfy pipe type needs adjacent to the Citizen's Water existing water main. The Structure Data table and Pipe Material sheet have been revised accordingly and are included with this Addendum.
- Item #3: The spillway detail currently contains notes requiring the use of articulated concrete block. A pay item has been added to the Itemized Proposal and a unique special provision (10.20) has been included with this Addendum for the Contractor's use in preparing his bid.
- Item #4: Through continued coordination the status of existing utilities for the project has been updated and the text of special provision (10.18) has been modified.
- Item #5: It has been questioned whether other types of timber guard rail will be considered due to some of the curved sections. The FHWA timber guard rail type currently specified in the contract is anticipated to be installed at the radii shown in the plans. Alternative types of timber railing are not anticipated at this time.

Plans, specifications, and the itemized proposal have been updated based on the changes described herein. Prior versions of these documents are obsolete, and the documents contained in Addendum #1 supersede prior versions and any prospective bidders shall use this information in preparing his bid. Acknowledgement of this addendum must be included with any bid submitted for this project.

ADDENDUM #1

CONTRACTOR ACKNOWLEDGEMENT OF RECEIPT

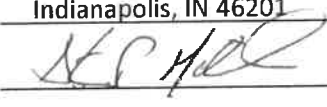
CITY OF WESTFIELD – 196TH STREET RECONSTRUCTION

As indicated by my signature below, Contractor acknowledges receipt of Addendum #1 for the above-mentioned project. The bid included in with this documentation reflects all changes encompassed in the addendum.

CONTRACTOR: Morphey Construction, Inc.

ADDRESS: 1499 N. Sherman Drive

Indianapolis, IN 46201

CONTACT SIGNATURE: 

DATE: February 28, 2023

BASE BID ITEMIZED PROPOSAL

ID	ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
	105-06845	CONSTRUCTION ENGINEERING	LS	1	\$	\$
	110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1	\$	\$
	201-52370	CLEARING RIGHT OF WAY	LS	1	\$	\$
	202-96133	PIPE, REMOVE	LFT	148	\$	\$
	203-02000	EXCAVATION, COMMON	CYS	18436	\$	\$
	203-02000	EXCAVATION, COMMON, UNDERCUT (UNDISTRIBUTED)	CYS	575	\$	\$
	205-12108	STORMWATER MANAGEMENT BUDGET	DOL	73034	\$	\$
	205-12616	STORMWATER MANAGEMENT IMPLEMENTATION	LS	1	\$	\$
	205-12618	SWQCP PREPARATION	LS	1	\$	\$
	207-08264	SUBGRADE TREATMENT, TYPE II	SYS	104	\$	\$
	207-12635	SUBGRADE TREATMENT, TYPE IBC	SYS	18693	\$	\$
	211-02050	B BORROW	CYS	41	\$	\$
	211-09265	STRUCTURE BACKFILL, TYPE 2	CYS	256	\$	\$
	211-09268	STRUCTURE BACKFILL, TYPE 5	CYS	394	\$	\$
	214-12238	GEOTEXTILE FOR PAVEMENT TYPE 2A	SYS	18693	\$	\$
	301-12234	COMPACTED AGGREGATE NO. 53	CYS	4786	\$	\$
	301-12234	COMPACTED AGGREGATE NO. 53, UNDERCUT BACKFILL (UNDISTRIBUTED)	CYS	575	\$	\$
	304-12624	HMA PATCHING PARTIAL DEPTH, TYPE B	TON	159	\$	\$
	306-08034	MILLING, ASPHALT, 1 1/2 IN.	SYS	4872	\$	\$
	401-07321	QC/QA-HMA, 2, 64, SURFACE, 9.5 mm	TON	1766	\$	\$
	401-07390	QC/QA-HMA, 2, 64, INTERMEDIATE, 19.0 mm	TON	2320	\$	\$

	401-07407	QC/QA-HMA, 2, 64, BASE, 25.0 mm	TON	4766	\$	\$
	401-10258	JOINT ADHESIVE, SURFACE	LFT	7013	\$	\$
	401-10259	JOINT ADHESIVE, INTERMEDIATE	LFT	5147	\$	\$
	401-11785	LIQUID ASPHALT SEALANT	LFT	7013	\$	\$
	401-12137	QC/QA-HMA, 4, 76, INTERMEDIATE, OG, 19.0 mm	TON	2785	\$	\$
	406-05520	ASPHALT FOR TACK COAT	TON	14	\$	\$
	610-07487	HMA FOR APPROACHES, TYPE B	TON	21	\$	\$
	616-06405	RIPRAP, REVETMENT	TON	803	\$	\$
	616-12246	GEOTEXTILE FOR RIPRAP TYPE 1A	SYS	9	\$	\$
	616-12251	GEOTEXTILE FOR RIPRAP TYPE 3	SYS	1061	\$	\$
	621-06567	WATER	KGAL	8	\$	\$
	621-06574	SODDING	SYS	1805	\$	\$
	621-01004	MOBILIZATION AND DEMOBILIZATION FOR SEEDING	EACH	1	\$	\$
	621-06545	FERTILIZER	TON	2	\$	\$
	621-06553	SEED MIXTURE R	LBS	1237	\$	\$
	621-06565	MULCHING MATERIAL	TON	13	\$	\$
	715-05048	PIPE, TYPE 4, CIRCULAR, 6 IN.	LFT	9123	\$	\$
	715-05053	PIPE, UNDERDRAIN, OUTLET 6 IN.	LFT	686	\$	\$
	715-05118	PIPE, TYPE 1, CIRCULAR, 12 IN.	LFT	39	\$	\$
	715-05151	PIPE, TYPE 2, CIRCULAR, 15 IN.	LFT	543	\$	\$
	715-05152	PIPE, TYPE 2, CIRCULAR, 18 IN.	LFT	91	\$	\$
	715-05156	PIPE, TYPE 2, CIRCULAR, 30 IN.	LFT	174	\$	\$
	715-05168	PIPE, TYPE 3, CIRCULAR, 12 IN.	LFT	173	\$	\$
	715-05169	PIPE, TYPE 3, CIRCULAR, 15 IN.	LFT	96	\$	\$
	715-05171	PIPE, TYPE 3, CIRCULAR, 18 IN.	LFT	97	\$	\$

	715-05173	PIPE, TYPE 3, CIRCULAR, 24 IN.	LFT	41	\$	\$
	715-05335	PIPE, TYPE 2, DEFORMED, MIN. AREA 5.1 SFT	LFT	220	\$	\$
	715-04555	PIPE END SECTION, MIN. AREA 5.1 SFT	EACH	2	\$	\$
	715-46000	PIPE END SECTION, DIAMETER 12 IN.	EACH	8	\$	\$
	715-46005	PIPE END SECTION, DIAMETER 15 IN.	EACH	3	\$	\$
	715-46010	PIPE END SECTION, DIAMETER 18 IN.	EACH	3	\$	\$
	715-46020	PIPE END SECTION, DIAMETER 24 IN.	EACH	2	\$	\$
	715-46030	PIPE END SECTION, DIAMETER 30 IN.	EACH	1	\$	\$
	718-06528	OUTLET PROTECTOR, 1	EACH	2	\$	\$
	718-12305	GEOTEXTILES FOR UNDERDRAIN, TYPE 1A	SYS	5638	\$	\$
	718-52610	AGGREGATE FOR UNDERDRAINS	CYS	618	\$	\$
	720-08239	MANHOLE, J7 MODIFIED	EACH	2	\$	\$
	720-44025	CASTING, 4, FURNISH AND ADJUST TO GRADE	EACH	1	\$	\$
	720-45030	INLET, E7	EACH	3	\$	\$
	720-45410	MANHOLE, C4	EACH	4	\$	\$
	720-95422	MANHOLE, J4	EACH	2	\$	\$
	801-04308	ROAD CLOSURE SIGN ASSEMBLY	EACH	5	\$	\$
	801-06625	DETOUR ROUTE MARKER ASSEMBLY	EACH	88	\$	\$
	801-06775	MAINTAINING TRAFFIC	LS	1	\$	\$
	801-06640	CONSTRUCTION SIGN, A	EACH	4	\$	\$
	801-07118	BARRICADE, III-A	LFT	96	\$	\$
	801-07119	BARRICADE, III-B	LFT	72	\$	\$
	802-07059	SIGN, SHEET, AND SUPPORTS, REMOVE	EACH	12	\$	\$
	802-09837	SIGN, DOUBLE-FACED, SHEET, WITH LEGEND,	SFT	6	\$	\$

		0.080 IN. THICKNESS				
	802- 09838	SIGN, SHEET, WITH LEGEND, 0.080 IN.	SFT	102	\$	\$
	802- 09839	SIGN, DOUBLE- FACED, SHEET, WITH LEGEND, 0.100 IN. THICKNESS	SFT	4	\$	\$
	802- 09840	SIGN, SHEET, WITH LEGEND, 0.100 IN.	SFT	20	\$	\$
	802- 09841	SIGN, DOUBLE- FACED, SHEET, WITH LEGEND, 0.125 IN. THICKNESS	SFT	6	\$	\$
	802- 09842	SIGN, SHEET, WITH LEGEND, 0.125 IN.	SFT	24	\$	\$
	802- 76055	SIGN POST, A	LFT	120	\$	\$
	802- 76065	SIGN POST, B	LFT	56	\$	\$
	805- 01815	SIGNAL POLE FOUNDATION, 36 IN. X 144 IN.	EACH	4	\$	\$
	805- 01842	HANDHOLE SIGNAL TYPE 1	EACH	4	\$	\$
	805- 01844	CONDUIT, STEEL, GALVANIZED, 2 IN.	LFT	406	\$	\$
	805- 02445	CONTROLLER AND CABINET, P1	EACH	1	\$	\$
	805- 03979	EMERGENCY VEHICLE PREEMPTION DETECTOR TWO CHANNEL TWO DIRECTION	EACH	2	\$	\$
	805- 03980	EMERGENCY VEHICLE CONFIRMATION LIGHT KIT	EACH	4	\$	\$
	805- 78205	TRAFFIC SIGNAL HEAD, 3 SECTION, 12 IN.	EACH	8	\$	\$
	805- 78225	TRAFFIC SIGNAL HEAD, 4 SECTION, 12 IN.	EACH	3	\$	\$
	805- 78415	SPAN, CATENARY, AND TETHER	EACH	4	\$	\$
	805- 78420	DISCONNECT HANGER	EACH	4	\$	\$
	805- 78445	SIGNAL SERVICE	EACH	1	\$	\$
	805- 78467	SIGNAL CABLE, SERVICE, COPPER, 3C/8 GA	LFT	25	\$	\$
	805- 78470	SIGNAL CABLE, ROADWAY LOOP, COPPER, 1C/14 GA	LFT	3528	\$	\$

	805-78480	SIGNAL CABLE, CONTROL, COPPER, 3C/14 GA	LFT	435	\$	\$
	805-78485	SIGNAL CABLE, CONTROL, COPPER, 5C/14 GA	LFT	264	\$	\$
	805-78490	SIGNAL CABLE, CONTROL, COPPER, 7C/14 GA	LFT	187	\$	\$
	805-78495	SIGNAL CABLE, CONTROL, COPPER, 9C/14 GA	LFT	443	\$	\$
	805-78510	SIGNAL CABLE, DETECTOR LEAD-IN, COPPER, 2C/16 GA	LFT	1588	\$	\$
	805-78785	SIGNAL DETECTOR HOUSING	EACH	7	\$	\$
	805-78795	SAW CUT FOR ROADWAY LOOP DETECTOR AND SEALANT	LFT	1092	\$	\$
	805-78925	CONTROLLER CABINET FOUNDATION, P1	EACH	1	\$	\$
	805-81032	SIGNAL POLE, STEEL STRAIN, 30 FT	EACH	4	\$	\$
	805-92504	LOOP DETECTOR DELAY AMPLIFIER, 2 CHANNEL	EACH	4	\$	\$
	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	LFT	14050	\$	\$
	808-11482	LINE, THERMOPLASTIC, DOTTED, WHITE, 4 IN.	LFT	25		
	808-12032	GROOVING FOR PAVEMENT MARKINGS	LFT	27803		
	808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	LFT	13728		
	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.	LFT	140		
	808-75320	PAVEMENT MESSAGE MARKING, THERMOPLASTIC LANE INDICATION ARROW	EACH	2		

		EMERGENCY VEHICLE PREEMPTION FOUR CHANNEL PHASE SELECTOR	EACH	1		
		SIGNAL CABLE, CONTROL, COPPER, 4C/20 GA	LFT	435		
		TIMBER GUARDRAIL	LFT	310		
		DEBRIS GUARD	EACH	2		
	615- 06520	MONUMENT, RE- ESTABLISH	EACH	1		
	621- 09815	ARTICULATED CONCRETE BLOCK	SYS	190		
TOTAL	\$					

Base Bid Amount in words for 196TH STREET ROAD RECONSTRUCTION PROJECT:

_____ Dollars and ____/100

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.

SECTION 10: SPECIAL PROVISIONS

10.1 SCHEDULE

The anticipated schedule for this project is as follows:

Bids Due	March 3, 2023
Contract Notice to Proceed	Within 30 days of Bids Receipt
Preconstruction Meeting	Within 5 Business Days of NTP
Project Completion	August 18, 2024

Contractor shall include any and all necessary overtime as required to complete the schedule as indicated above. All days referenced in the Special Provisions are in calendar days.

10.2 UNIT PRICES

Payments will be made to the Contractor for the actual quantities of work performed or materials furnished in accordance with the drawings and specifications. The scheduled quantities of work to be performed and materials to be furnished may each be increased or decreased by 25% without in any way invalidating the unit price bid. The unit price bid shall be valid for all minor quantity adjustments directed to be made or as otherwise provided for in the Supplementary Conditions.

10.3 REFERENCE SPECIFICATIONS

Construction details, measurement, and payment of “Pay Items” shall comply with the 2022 Indiana Department of Transportation Standards Specifications (INDOT SS), including current revisions thereto and as modified herein these special provisions. Applicable INDOT Recurring Special Provisions (RSP) are included in the Appendix. Where conflicts occur between the INDOT SS and these Contract Documents, the Contract Documents shall govern.

10.4 FINAL MEASUREMENTS

- A. The quantities of material complete in place and accepted will be paid for at the contract unit price. The quantities shall be determined by delivery tickets properly marked with the date, time, product, and weight. The City may require samples from the materials delivered or cores from the material in place to be analyzed by an independent testing laboratory to ensure conformance with the specifications. Costs for such tests shall be paid for by the Contractor.
- B. The method of measuring the work for payment under the various items shall be as indicated below. In any event, the unit or lump sum price for the respective items shall include the installation, complete in all details, and ready for use.

10.5 PAY ITEMS

The unit and lump sum prices stated in the Contract to be paid for the respective pay items shall be payment in full for the completion of all work specified and described to be included in the respective items, complete and ready for use and operation, including testing, as shown on the drawings and as specified. Payment will be made under each item only for such work as is not specifically included under other items.

10.6 UNDISTRIBUTED QUANTITIES

Undistributed quantities have been accounted for in the Schedule of Pay Items for the following Pay Items:

Excavation, Common, Undercut (Undistributed) – CYS
Compacted Aggregate No. 53, Undercut Backfill (Undistributed) - CYS

CONTRACTOR shall identify and quantify areas for approval by ENGINEER and OWNER prior to ordering materials and use of undistributed quantities.

If approved, the undistributed quantities shall be in accordance with their respective standards and specifications per the INDOT Standards and Specifications.

10.7 LIQUIDATED DAMAGES

Liquidated damages will be assessed at \$1,000.00 per day, not as a penalty, but for delay if work is not ‘completed’ by the completion date(s) in the contract and supplements thereto plus any approved extensions. ‘Completed’ is defined as open to traffic with a minimum of temporary pavement markings installed. All days mentioned in the contract and bid documents refer to calendar days. Determination and extension of any approved contract time will be in accordance with INDOT SS 108.

10.8 CONSTRUCTION RESTRICTIONS

Contractor shall obtain approval from the Owner as to the location of his staging area if said staging area is within the City’s right-of-way. All proposed soil stockpile, borrow, and/or disposal areas shall be submitted by the selected contractor and shall be approved by IDEM in accordance with INDOT SS 205.

10.9 TEMPORARY EROSION AND SEDIMENT CONTROL

Temporary erosion and sediment control shall be in accordance with INDOT SS 205.

10.10 MARKING OF WETLANDS

Any wetlands in close proximity to the construction limits as shown on the plans or found on the project site shall be marked in the field by orange fencing or signs. Marking of the wetlands will not be measured for payment and shall be included in the cost of other items.

10.11 RIPRAP

The Contractor shall not be permitted to use broken concrete as riprap.

10.12 RESET OF BREATHER PIPE AND ANIMAL GUARD

The Contractor is advised that a field tile and breather pipe exist in the farm field owned by David Chance as shown in the plans on the north side of 196th Street, west of Flippins Road. The Contractor shall perpetuate the field tile as shown in the plans. This work will not be paid for directly, but will be covered in the cost of other items.

10.13 TEMPORARY HMA WEDGES AT ALL TRANSITIONS

Contractor shall provide 12" wide minimum HMA transitions after milling if joints are to be exposed to traffic for 24 hours or more. Failure to complete wedges will result in a \$1,000.00 per day deduction from pay application as a penalty. Cost of these transitions shall be included in the cost of other items.

10.14 PAVEMENT MARKINGS

Pavement traffic markings shall be measured and paid for by the linear foot or per each for items installed and completed in accordance with INDOT SS Section 808. Pavement traffic marking installations shall comply with the Manual on Uniform Traffic Control Devices and shall be placed as shown on the plans or as otherwise directed by Engineer. White 4-inch painted lines shall include installation of all proposed edge lines and lane lines (white edge lines shall not be placed where curbs exist). Yellow 4-inch painted lines shall include installation of all proposed centerline skips and solid no passing zone limits with a **4-inch** gap between double yellow centerline. Contractor shall document the location of existing no passing zone limits for accurate replacement. Thermoplastic lane indication arrows, word "PED XING", and word "ONLY" markings shall be placed to match existing locations or as otherwise detailed in the plan drawings. Thermoplastic stop bar markings, 24 inches wide, shall be placed to match existing locations where new asphalt paving construction warrants replacement or as otherwise directed. Thermoplastic crosswalk markings, 24 inches wide by 10 feet long, shall be placed to match existing locations. Paint crosswalk lines, 6 inches wide, shall be placed to match existing locations.

Temporary pavement markings shall be tape. This item includes the price of installation and removal of all temporary pavement markings placed prior to final striping. Center line temporary pavement markings shall be four (4) feet long spaced every forty (40) feet.

Additional markings may be added by the Engineer, as determined during construction. This work shall conform to section 801.

10.15 MAINTENANCE OF TRAFFIC

Maintenance of vehicular and pedestrian traffic shall be paid for on a lump sum basis for work completed in accordance with INDOT SS Section 801 or otherwise modified herein. Construction signs, detour signs, barricades, cones, drums, pedestrian fence, flagging, and all other materials, labor, and equipment necessary to adequately maintain traffic, if not paid for directly in the Itemized Proposal, shall be included in the lump sum price bid for Maintaining Traffic. One lane of travel with proper MOT shall be maintained at all times in segments of roads not shown for closure in the plans. Access shall be coordinated and maintained to all properties during the prosecution of the work. Roadway shall not be closed without prior approval from Engineer. Reference section 9.13 in these documents for further information.

10.16 TRAFFIC MAINTENANCE

Mill and overlay operations on Grassy Branch Road between 199th Street and 202nd Street shall be completed under flagger operations.

The Contractor has the option to reconstruct Grassy Brach Road from 196th Street to 202nd Street under full closure, while still maintaining local access to adjacent properties. Once the road is closed, substantial completion of the work shall be completed within 60 calendar days. A detour route similar to the information provided in the plans shall be provided.

The Contractor has the option to reconstruct the intersection of Grassy Brach Road and 196th Street, while still maintaining local access to adjacent properties. Once the intersection is closed, substantial completion of the work shall be completed within 45 calendar days. A detour route similar to the information provided in the plans shall be provided.

The Contractor has the option to reconstruct 196th Street from East Street to Grassy Brach Road under full closure, while still maintaining local access to adjacent properties. Once the road is closed, substantial completion of the work shall be completed within 60 calendar days. A detour route similar to the information provided in the plans shall be provided.

The three distinct phases of allowed road and intersection closure noted in the prior paragraphs of this Section shall not be permitted to be performed concurrently. Traffic control changes on any of the work elements identified in this Section will not be permitted on a traffic lane between 7:00 a.m. and 9:00 a.m., or between 4:00 p.m. and 6:00 p.m.

Pedestrian accessibility shall be maintained at all times if applicable. All items required for maintaining pedestrian accessibility shall not be paid for separately but shall be included in the cost of the Maintaining Traffic pay item.

All maintenance of traffic costs associated with flagger operations, lane closure, and lane shifts including temporary pavement markings shall be included in the cost of Maintaining Traffic.

Road Closure Sign Assembly, Detour Route Marker Assemblies, Construction Signs A and C, Barricades, and Temporary Barriers will be paid for in accordance with INDOT SS 801.

10.17 PROJECT SUBMITTALS

- A. This section is intended to assist the Contractor in providing all required documentation as defined and required within the Contract Documents. Contractor is responsible to thoroughly review and understand all Contract Documents to ensure that all submittal requirements are met as specified.
- B. Pre-Construction
 - 1. Executed Contract
 - 2. Performance and Payment Bonds
 - 3. Insurance Certificate
 - 4. List of any Sub-Contractors with contact information
- C. Daily Reports – Contractor shall provide daily reports indicating manpower onsite, work completed, and any issues encountered. Reports are due to the City Project Manager by 10:00 AM the next business day after work was performed. Failure to provide these reports may result in Contractor's pay application being held until these are properly submitted.
- D. Bi-Weekly Meetings – Provide reports as required in the General Requirements.
- E. Time and Material Extra Work Tickets and Pricing – The following shall apply if Owner elects to award additional work on a Time and Material basis:
 - 1. Contractor shall submit extra work tickets for additional work that is to be performed on a Time and Material (T&M) basis by 10AM the next business day after work was performed for verification of work completed.
 - 2. Authorized T&M work completed without submittal for verification within 15 calendar days shall signify that Contractor is not seeking reimbursement for said work completed.
 - 3. Pricing for verified T&M work shall be submitted not later than 30 calendar days from verification for review and approval regardless as to whether the work is complete or not.

4. Regardless of any Contractor's language on the presented T&M tickets, signature by a City employee shall be verification of work performed only and shall not constitute a firm and final agreement that the work authorized is beyond the scope of the Contractor. Only a properly issued and fully executed Change Order to the Contract shall authorize payment for any additional work performed.
- F. Payment Applications
1. All applications shall include the Westfield Standard Invoice Cover Sheet, AIA G703, Partial/Final Lien Waivers and Progress Summary. The AIA G702/CMA is also required for any project requiring architect or engineering signoff.
 2. The Contractor is strongly encouraged to submit its first payment application for review and approval of its schedule of values as early as possible so as to minimize delay of the initial payment.
 3. Payments are not released by the City until final approval is made at the monthly City Council meetings. These are typically the 2nd Tuesday of the Month. Consult the City's Website for exact dates of these meetings.
 4. To ensure payment in time for a City Council meeting, pencil and final copies are due three (3) weeks and two (2) weeks prior to the City Council meeting respectively. Additional time should be allowed for holidays. Applications not submitted or applications rejected and not cured within this timeframe are not likely to be approved at the scheduled City Council meeting.
- G. Progress Payments
1. Progress payment application (Cover, G702/703, lien waivers)
 2. Consent of Surety for retainage reduction from 10% to 5%.
- H. Final Payment
1. Complete demobilization of Contractor
 2. Verification by City that the Punchlist is complete
 3. As-builts submitted and approved
 4. Consent of surety for performance and payment bonds
 5. Any remaining Contractor daily reports
 6. Operations and Maintenance manuals, as applicable
 7. Delivery of attic stock, as applicable
 8. Maintenance bonds, as applicable
 9. Verification of all extra work and claims are resolved
 10. Final lien waivers from subcontractors and suppliers over \$250,000
 11. Final payment application (Cover, G702/703, lien waivers, summary)
 12. Landfill receipts for hazardous waste as applicable
 13. Soils test reports as applicable
- I. Contractor shall provide (1) electronic copy and (1) hard copy of all submittals unless stated otherwise within the Contract Documents or City Standards.

J. Direct all submittals to:

Michael Pearce
City of Westfield
Department of Public Works
2706 E 171st St
Westfield, IN 46074
mpearce@westfield.in.gov

10.18 UTILITIES, RIGHT-OF-WAY, AND ENCROACHMENTS

Such existing conditions are as described below.

Utilities:

The status of all utility companies and organizations potentially involved with the work to be performed are described below as known at the time this contract was prepared.

The facilities of Citizens Energy - Westfield Water exist within the project limits and are expected to be affected by the project. The utility has a buried 16"/20" DI water main, and associated hydrants and valves along the east side of Grassy Branch Road coming from the south and crossing 196th Street at approx. Station 142+50. The 16"/20" continues north and crosses Grassy Branch at a 45-degree angle at approx. Station 308+75. The 16"/20" DI continues north along the west side of Grassy Branch until it exits the project limits. The existing water mains will remain in place. The existing pipe will need to be protected in place at Station 309+00 due to a proposed 8" clearance with the proposed storm pipe. Water grade pressure pipe shall be used on the drainage pipe if vertical separation is less than 18" or less than 10' horizontal separation. Contact Westfield Water 48-hours before construction around the water line so an inspector can be onsite. On sheet 72, a minimum of 5' horizontal separation must be maintained from the signal foundation. In addition, hydrant CWF-31645 shall be protected in place. If questions arise, David Clark of the utility may be contacted at 317-429-3993 or dclark@citizensenergygroup.com.

The facilities of Comcast exist within the project limit and are expected to be affected by the proposed construction. Comcast has a 24-count Fiber Optic cable along the north side 196th from East St. to Grassy Branch and then turns north along the west side of Grassy Branch. They also have a Coax facility on the north side of 196th St from East St to approx. Station 112+00, where the Coax crosses 196th to the south side and continues along the south side to Flippins Road where it continues south on the west side of Flippins Rd. The Coax is to be retired in place and will be bored with new FO along the north side of 196th Street and the west side of Grassy Branch. Comcast will need Structures 103, 104, 109 & 116 staked in the field prior to relocation. If questions arise, Scott Evans, representing the utility may be contacted at 317-752-6569 or sevens@telecomplacement.com.

The facilities of Duke Energy Distribution exist within the project limits and are expected to be affected by the proposed construction. The utility has a 1 Phase aerial line along the north side of 196th Street between East Street and 500' west of Flippins Road. The aerial pole line will be removed and relocated. The utility will bore in a 1 Phase underground cable along the north edge of pavement a minimum depth of 6' between Station 108+00 and Station 112+80. At Station 112+80, the facility will place a pole near the north right of way line and continue overhead to approx. Station 121+00. At Flippins Rd, Duke will bore 7' below existing ground to cross under 196th Street to a new pole placed along the east side of Flippins Rd. Along Grassy Branch, Duke has a 1 Phase aerial line along the west side, south of 196th Street. Duke will remove the pole line between Station 304+00 and 196th Street along Grassy Branch and the pole line crossing Grassy Branch, along the south side of 196th between Grassy Branch and Station 143+50. A new alignment will cross Grassy Branch near Station 304+00 and follow the ROW around to a new pole placed near Station 143+50. If questions arise, Manuel Salazar Mireles of Leidos representing the utility may be contacted at 317-804-3886 or manuel.s.mireles@lidos.com.

The facilities of Frontier Communications exist within the project limits and are expected to be affected by the proposed construction. The utility has active aerial copper cable, buried copper, and buried fiber optic cable facilities within the confines of the construction limits of this project. Along 196th St. starting at the beginning of the project, Frontier has an aerial copper cable supported by a Duke power pole line that extends eastward of Flippin's Road to approximately 121+10. Also in this area, on the north side of the road, Frontier has an existing buried fiber optic cable that runs to the east side of Flippin's Road, at which point it crosses under 196th and continues to the south. On the side of 196th from East Street to Flippin's Road, Frontier has a Retired-In-Place buried copper cable. Between Flippins Road and Grassy Branch Road, Frontier has a Retired -In-Place buried fiber optic cable along the north side of the road. Continuing east of Grassy Branch, On the north side of 196th street, Frontier has an active buried copper cable. On Grassy Branch Road, Frontier has a buried copper cable along the east side of the road and buried fiber optic cable along the west side of the road inside the work area. All existing buried cable facilities within the limits of construction and in conflict, will be replaced by new cable and the existing cable Retired-In-Place. The existing aerial cable facilities will be removed. Details of these locations and facilities are described in the Work Plan. If questions arise, Steve Costlow of the utility may be contacted at 317-984-9010 or steve.costlow@ftr.com

The facilities of MetroNet exist within the project limits and are expected to be affected by the proposed construction. The utility has a 48-count underground fiber along the west side of Grassy Branch at the intersection of 196th and continues north through the project. South of 196th, MetroNet has an aerial 48-count FO on the poles owned by Duke Energy. The underground facilities will be relocated toward the ROW and outside the construction limits. The facilities located on Duke poles will be relocated to the new Duke pole alignment. If questions arise, Lori Kemper of the utility may be contacted at 812-213-1050 or lori.kemper@metronetinc.com.

Right-of-Way:

There is no involvement of additional right-of-way for the contract.

Encroachments:

There is no involvement of encroachments for the contract.

Other Noteworthy Conditions:

There are no other noteworthy conditions which may affect the prosecution and progress of the contract.

Preconstruction Conference Notification:

The Contractor shall provide notification during the preconstruction conference about known corrections to or omissions of the information presented in 107.26(a) through 107.26(d) above. Otherwise, notification shall be provided as required in 105.06. Notifications regarding such corrections or omissions shall not alleviate the Contractor's inquiry or interpretation obligations as contained in 105 IAC 11-3-7.

10.19 PERMITS

The City, or its agents, have secured permits from the Hamilton County Drainage Board and Hamilton County Surveyor's Office for a legal drain crossing permit.

The City, or its agents, have secured an erosion and sediment control permit, formerly known as Rule 5 and now commonly called the Construction Stormwater General permit from IDEM.

This permit documentation is included in the appendices of the contract documents. These permits do not relieve the Contractor of the obligation of securing any other local, state, or federal permits required to prosecute the work associated with the project. No direct payment shall be made for securing permits, and any labor, materials, or expenses associated with this effort will be included in the cost of other pay items.

10.20 ARTICULATED CONCRETE BLOCK

This work shall consist of furnishing and installing an Articulated Concrete Block System, ACBS, in accordance with 105.03.

Materials

Materials shall be in accordance with the following:

Geotextiles.....	918.02
Concrete Block.....	ASTM D 6684
Cable and Fittings.....	ASTM D 6684
Seam Grout.....	616.04

The Articulated Concrete Block System shall consist of either all open cells or all closed cells that are cabled, laterally and longitudinally, into a prefabricated mat placed over a geotextile. The blocks may also be longitudinally cabled together with a side pattern for interlocking with an adjacent row or mattress of blocks. The open area of the open cell block system shall not exceed 20% and the closed cell block system shall not exceed 10%.

In cable-tied Articulated Concrete Block Systems, the cables shall be stainless steel, galvanized steel, or polyester. Selection of cables and fittings shall be in accordance with ASTM D 6684.

A Type "C" Certification in accordance with 916 shall be provided for the cable and fittings used to connect concrete blocks into a mattress assembly prior to installation.

Minor cracks in the concrete block, incidental to the usual method of manufacture, or surface chipping resulting from customary methods of handling in shipment and delivery, will not be deemed grounds for rejection. Cracks exceeding 0.25 in. in width or 1.0 in. in depth will be deemed grounds for rejection. Chipping resulting in a weight loss exceeding 10% of the average weight of the blocks will be deemed grounds for rejection.

Concrete blocks rejected prior to delivery from the point of manufacture shall be replaced at no additional cost to the Department. Blocks rejected at the jobsite shall be repaired with structural grout.

Submittals

The Contractor shall submit the following information to the Engineer at least 21 days prior to installation:

1. Type and source of the selected Articulated Concrete Block System shall include
 - a. Type and source of cables and fittings
 - b. Type and source of anchor system
2. Construction method and sequence.
3. A copy of the manufacturer's specifications and literature including material and installation recommendations and instructions.
4. Working and installation drawings, stamped by a professional engineer, specific for the project for the fabrication of the Articulated Concrete Block System, and installation recommendations, as applicable, specifically related to the project.

Construction Requirements

Excavation for the Articulated Concrete Block System shall be as shown on the plans and in accordance with 203 and 206. Excavation for blocks toed in for anchors shall be made to the neat lines as shown on the plans.

Geotextile fabric shall be placed in accordance with 616.11 on the subgrade prior to placing the Articulated Concrete Block System.

The Articulated Concrete Block System shall be placed side by side, fastened together and anchored to provide one homogenous system. The mats shall be delivered in lengths and widths specified on the working drawings. The articulating concrete mats shall be placed on the filter fabric in such a manner as to produce a smooth plane surface and intimate contact with the filter fabric. No individual block within the plane of placed articulating

concrete mats shall protrude more than 1/2 in. or as otherwise specified by the Engineer. The mats shall be placed side by side or end to end, fastened together and anchored to provide one homogeneous erosion protection system. The mats shall arrive at the jobsite assembled according to lengths and widths as specified on the working drawings.

Mat seams or openings between mats greater than 2 in. shall be filled with a seam grout. Whether placed by hand or in large mattresses, distinct changes in grade which result in a discontinuous revetment surface in the direction of flow shall require a grout seam at the grade change location so as to produce a continuous surface. Anchor trenches and side trenches shall be backfilled and compacted flush with the top of the blocks or as shown on the working drawings. The integrity of a soil trench backfill shall be maintained so as to ensure a surface that is flush with the top surface of the Articulated Concrete Block System for its entire surface life. Toe trenches shall be backfilled as shown on the working drawings. Backfilling and compaction of trenches shall be completed in a timely fashion.

Method of Measurement

The Articulated Concrete Block System will be measured by the square yard of finished surface area, including the area occupied by courses used as toed-in anchors, complete in place.

Basis of Payment

Articulated Concrete Block System will be paid for at the contract unit price per square yard.

Payment will be made under:

Pay Item	Pay Unit Symbol
Articulated Concrete Block.....	SYS

The cost of material, transportation, placement, excavation, grading, geotextile, sewing, pinning, and all incidentals required to install the Articulated Concrete Block System shall be included in the cost of the Articulated Concrete Block pay item.

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UTILITIES

Citizens Water Westfield
David Clark
2150 Dr. Martin Luther King Jr. Street
Indianapolis, IN 46200
(317) 429-3993

Duke Energy - Distribution
Brynn Streeter
100 S. Mill Creek Rd.
Noblesville, IN 46062
(317) 703-0681

Frontier
Steve Costlow
20905 Hague Road
Noblesville, IN 46062
(317) 984-9010

Comcast
Scott Evans
5330 E. 65th Street
Indianapolis, IN 46220
(317) 752-6569

Duke Energy - Transmission
Jason Keenan
1000 E. Main Street
Plainfield, IN 46168
(317) 838-1513

Metronet
Lori Kemper
17728 Sun Park Drive
Westfield, IN 46074
(317) 763-1498

GENERAL NOTES

X	All earth shoulders, median areas, and cut and fill slopes shall be plain or mulch seeded except where sodding is specified.
	The final cross sections of the grading contract will be the original cross sections of the paving contract. However, partial or complete cross sections shall be taken if necessary to determine the actual excavation quantities.
	The paper relocation will be cross sectioned by the Engineer before construction.
	Existing asphalt pavement located outside the construction limits, between Sta. ____ and Sta. ____ shall be removed as directed.
	The quantity of peat excavation shown on the plans has been estimated on the basis of theoretical cross sections by using treatment of existing fills, treatment by removal, or treatment by displacement, where each treatment applies.

X Represents General Notes to be included in the Project.

INDEX

SHEET NO.	DRAWINGS INDEX
1	TITLE SHEET
2	INDEX AND GENERAL NOTES
3-4	TYPICAL SECTIONS
5-9	LOCATION CONTROL ROUTE SURVEY PLAT
10-12	MAINTENANCE OF TRAFFIC
13-40	PLAN & PROFILE SHEETS
41-43	POND DETAIL SHEETS
44-55	EROSION CONTROL PLANS
56-71	SIGN AND PAVEMENT MARKING PLANS
72	PAVEMENT MARKINGS SUMMARY TABLE
73	SIGN AND POST SUMMARY TABLE
74	SIGNAL PLAN SHEET
75	UNDERDRAINS TABLE
76	STRUCTURE DATA TABLE AND DITCH SODDING TABLE
77	PIPE MATERIAL TABLE
78-126	ROADWAY CROSS SECTIONS

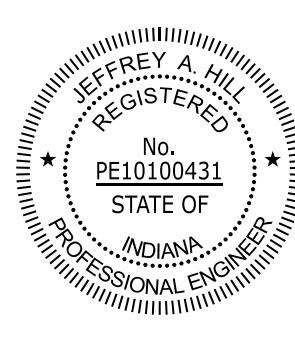
REVISIONS

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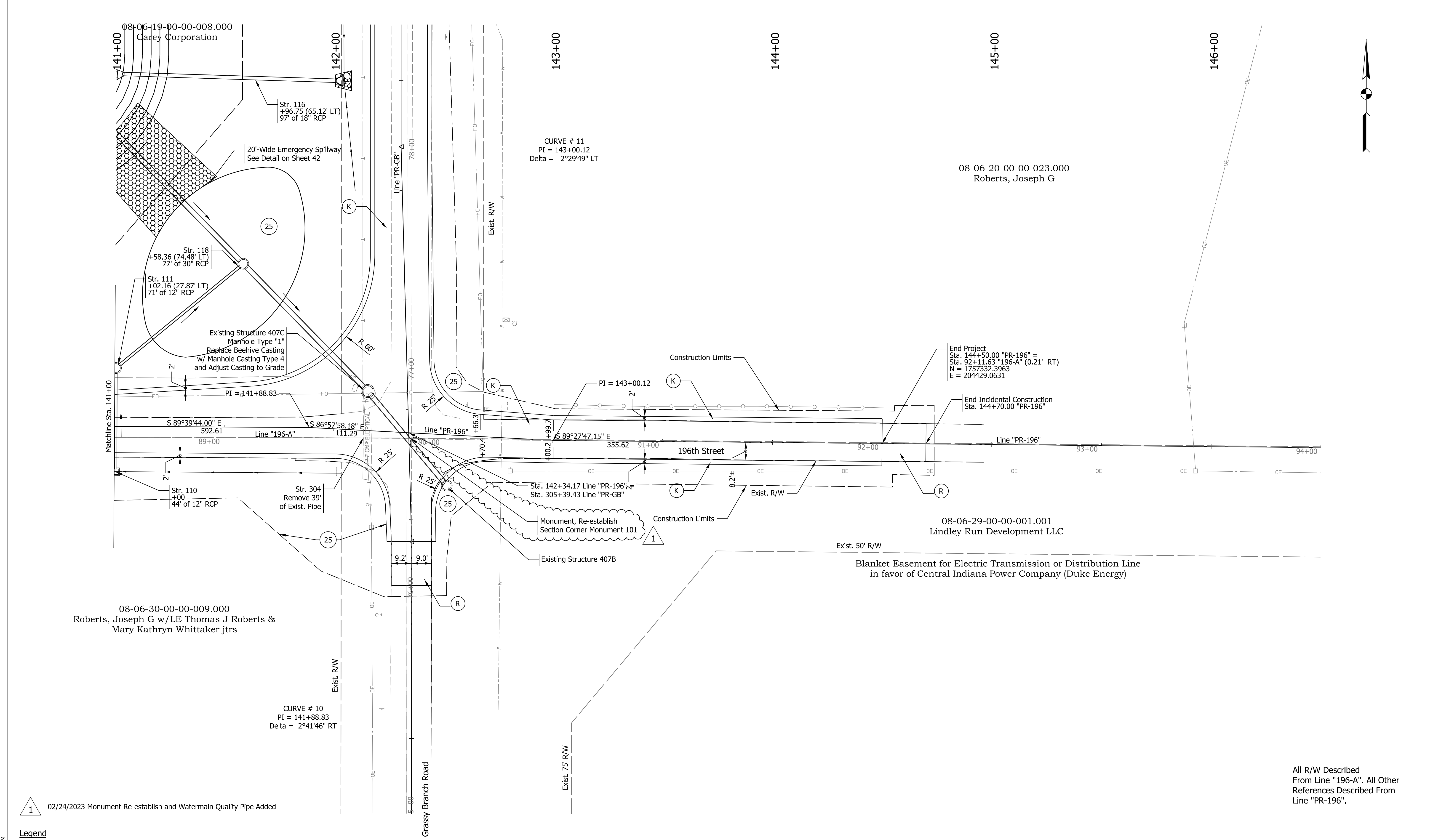
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DESIGN ENGINEER DATE

DESIGNED: <u>EAC</u>	DRAWN: <u>GBP</u>
CHECKED: <u>JAH</u>	CHECKED: <u>EAC</u>

CITY OF WESTFIELD

INDEX AND GENERAL NOTES

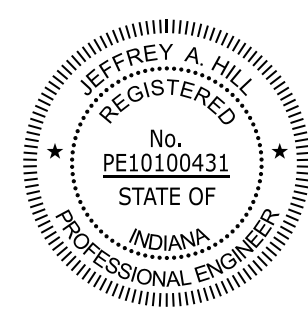
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VERTICAL SCALE N/A	DESIGNATION		
SURVEY BOOK	SHEETS		
	2	of	126
CONTRACT	PROJECT 188494		



1 02/24/2023 Monument Re-establish and Watermain Quality Pipe Added

Legend

- (K) HMA for Full Depth Pavement composed of:
165 lb/syd QC/QA-HMA, 2, 64, Surface, 9.5 mm on
275 lb/syd QC/QA-HMA, 2, 64, Intermediate, 19.0 mm on
550 lb/syd QC/QA-HMA, 2, 64, Base, 25.0 mm on
275 lb/syd QC/QA-HMA, 4, 76, Intermediate, OG 19.0 mm on
4 in. of Compacted Aggregate, No. 53 on
Geotextile for Pavement Type 2A on
Subgrade treatment, Type IBC
- (D) HMA for Approaches, Type B
165 lb/syd HMA Surface Type B on
275 lb/syd HMA Intermediate Type B on
6" Compacted Aggregate No. 53, on
Subgrade Treatment, Type II
- (R) Milling, Asphalt, 1.5" then
165 lb/syd HMA, 2, 64, Surface, 9.5 mm
- (25) Seed Mixture R

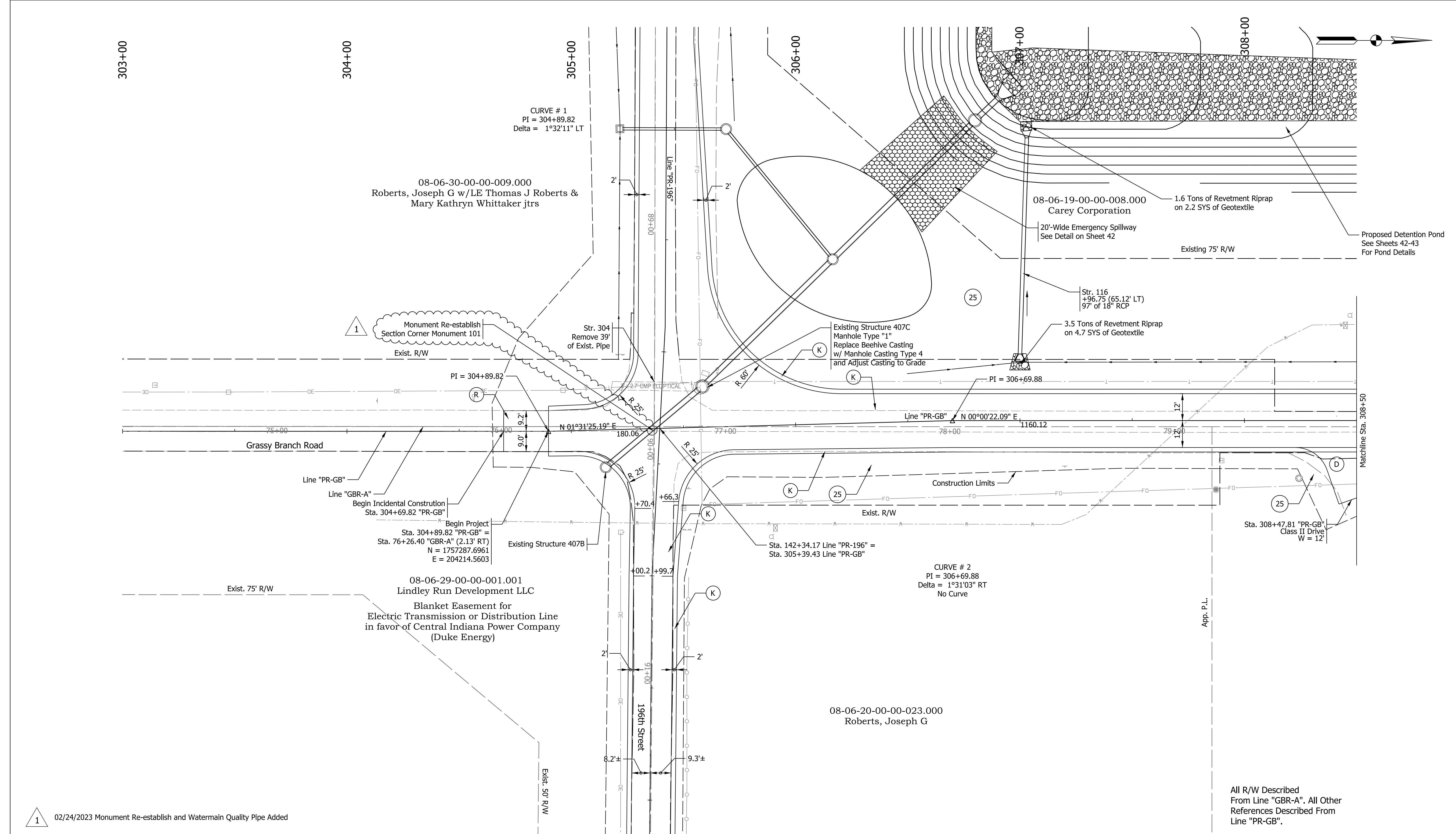


RECOMMENDED FOR APPROVAL		12/01/2022
DESIGNED: EAC	DRAWN: GBP	DATE
CHECKED: JAH	CHECKED: EAC	

CITY OF WESTFIELD
PLAN SHEET LINE "PR-196" STA. 141+00 TO 146+50

HORIZONTAL SCALE 1" = 20'	BRIDGE FILE
VERTICAL SCALE N/A	DESIGNATION
SURVEY BOOK	SHEETS
CONTRACT	27 of 126
	PROJECT
	188494

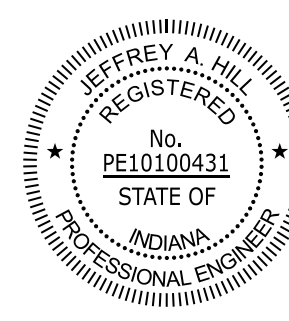
All R/W Described
From Line "196-A". All Other
References Described From
Line "PR-196".



1 02/24/2023 Monument Re-establish and Watermain Quality Pipe Added

Legend

- (K) HMA for Full Depth Pavement composed of:
165 lb/syd QC/QA-HMA, 2, 64, Surface, 9.5 mm on
275 lb/syd QC/QA-HMA, 2, 64, Intermediate, 19.0 mm on
550 lb/syd QC/QA-HMA, 2, 64, Base, 25.0 mm on
275 lb/syd QC/QA-HMA, 4, 76, Intermediate, OG 19.0 mm on
4 in. of Compacted Aggregate, No. 53 on
Geotextile for Pavement Type 2A on
Subgrade treatment, Type IBC
- (D) HMA for Approaches, Type B
165 lb/syd HMA Surface Type B on
275 lb/syd HMA Intermediate Type B on
6" Compacted Aggregate No. 53, on
Subgrade Treatment, Type II
- (R) Milling, Asphalt, 1.5" then
165 lb/syd HMA, 2, 64, Surface, 9.5 mm
- (25) Seed Mixture R



RECOMMENDED FOR APPROVAL	<i>J. Hill</i>	12/01/2022
	DESIGN ENGINEER	DATE
DESIGNED: EAC	DRAWN: GBP	
CHECKED: JAH	CHECKED: EAC	

CITY OF WESTFIELD

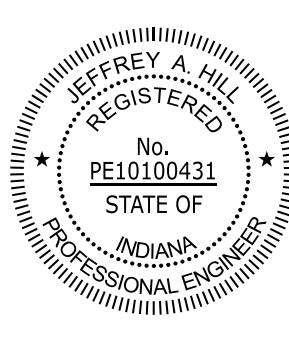
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LINE "PR-GB"
STA. 303+00 TO 308+50

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1" = 20'	
VERTICAL SCALE	DESIGNATION
N/A	
SURVEY BOOK	SHEETS
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CONTRACT	PROJECT
	188494

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02/24/2023 Monument Re-establish and Watermain Quality Pipe Added



RECOMMENDED FOR APPROVAL

J. Hill
DESIGN ENGINEER

12/01/2022
DATE

DESIGNED: TMS

DRAWN: GBP

CHECKED: DNB

CHECKED: TMS

CITY OF WESTFIELD

HORIZONTAL SCALE

BRIDGE FILE

VERTICAL SCALE

DESIGNATION

N/A

SURVEY BOOK

SHEETS

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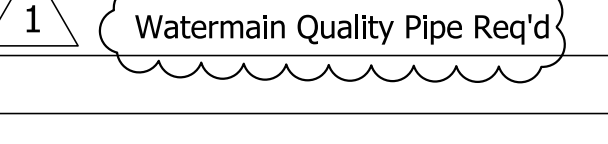
CONTRACT

PROJECT

188494

STRUCTURE DATA TABLE
AND DITCH SODDING TABLE

STRUCTURE DATA

STRUCTURE NUMBER	LOCATION						SIZE	DESCRIPTION		LENGTH	SKEW	FLOW LINE				SERVICE LIFE	SITE DESIGNATION	PH	BACKFILL METHOD	STRUCTURE BACKFILL	STRUCTURAL BACKFILL TYPE	GEOTEXTILES	RIPRAP		PIPE END SECTION		DEBRIS GUARD	CONNECT TO STR.	CATCH BASIN INSERT	RESTRICTOR PLATE ORIFICE DIAMETER	TOP OF RESTRICTOR PLATE	WATER MAIN GRADE PIPE REQ'D	REMARKS		
	STATION	LEFT	RIGHT	CROSS	OFFSET	TOP OF GRATE ELEVATION		PIPE TYPE	MANHOLE, INLET, CATCH BASIN, OR SPECIALTY STRUCTURE AND TYPE			COVER	UP STREAM	DOWN STREAM	CY					SYS		TYPE	TON	EACH	EACH	EACH			IN	ELEV.					
					FT																											IN		FT	ELEV.
101	107+92.2		X		22.60	892.95	38x24	2	Manhole, Type J4	5		0.87	889.77	889.76	75		7	1	2.7	5	15	Revetment	11	1											
102	108+88.50		X		19.07	893.00	38x24	2	Manhole, Type C4	91		0.74	889.95	889.77	75		7	1	45.6	5	0		0												
103	109+27.50			X	31.02	894.00	38x24	2	Manhole, Type C4	58		1.62	890.07	889.95	75		7	1	41.7	5	0		0												
104	109+85.00	X			29.36	894.00	38x24	2	Manhole, Modified J-7	53		1.51	890.18	890.07	75		7	1	36.7	5	0		0												
105	109+94.00	X			30.78	-	38x24	2	Storm Sewer	13		-	890.20	890.20	75		7	2	-	-	264	Revetment	198	1	1										
106	112+23.00	X			26.68	-	24	3	Driveway Culvert	41		0.99	890.40	890.30	75		7	2	14.8	5	14	Revetment	11	2											
107	115+55.00	X			23.35	-	12	3	Driveway Culvert	29		0.55	890.90	890.80	75		7	2	7.1	5	12	Revetment	9	4											Twin 12" Type 1 Pipes Req'd
108	115+93.50			X	0.47	-	12	1	Culvert	39		1.35	891.00	890.94	75		7	1	9.6	2	5	Revetment	4	2											
109	140+49.37	X			50.99	-	15	3	Culvert	96		1.14	881.50	881.16	75		7	1	24.8	5	6	Revetment	5	2											
110	141+00.50			X	3.67	881.95	12	3	Inlet, Type E-7	44		2.50	879.95	879.80	75		7	2	17.0	2	0		0	2											
111	141+02.16	X			27.87	883.41	12	3	Manhole, Type C-4	71		2.46	879.80	879.56	75		7	1	27.2	2	0		0												
112	309+00.00	X			21.44	887.50	18	2	Inlet, Type E-7	91		1.23	884.60	884.21	75		7	2	28.2	5	5	Revetment	4	1							X				
113	312+50.00	X			31.78	888.82	15	2	Inlet, Type E-7	348		1.66	885.75	884.60	75		7	1	113.8	5	0		0												
114	313+76.29	X			29.67	889.38	15	2	Manhole, Type C-4	123		1.84	886.14	885.75	75		7	1	43.1	5	0		0												
115	314+14.00	X			35.10	-	15	2	Storm Sewer	72		1.45	886.64	886.27	75		7	1	21.5	2	4	Revetment	3	1											Watermain Quality Pipe Req'd
116	306+96.75	X			65.12	-	18	3	Culvert	97		1.83	883.20	881.16	75		7	1	38.5	5	7	Revetment	5	2											
117	140+77.45	X			24.30	883.00	30	2	Pond Outlet	13		3.77	879.00	878.94	75		7	1	13.8	2	729	Revetment	547	1	1										
118	141+58.36	X			74.48	882.50	30	2	Manhole, Type J-7	77		3.83	878.44	877.98	75		7	1	83.0	2	0		0												
119	140+96.25	X			137.22	882.60	30	2	Manhole, Modified J-7	84		3.43	878.94	878.44	75		7	1	83.3	2	0		0												
EX-407C	305+58.81		X		18.14	882.51	30	3	Manhole Casting, Type 4	51		10.77	871.51	871.27																				Replace existing casting Type "1" with Type 4 Manhole casting and adjust to grade	
EX-407B	305+14.93			X	16.54	883.30	30	2	Manhole, Type "1"			11.70	871.37	-																					
301	112+26.00	X			33.53	-	6		Culvert	14																								Remove Existing 14' PVC Pipe	
302	115+66.00	X			18.60	-	12		Field Tile	56																								Remove Existing 56' CMP Pipe	
303	128+02.00			X	7.90	-	15		Culvert	39																								Remove Existing 39' CMP Pipe	
304	142+17.00			X	3.24	-	24		Culvert	38																								Remove Existing 39' CMP Pipe	
305	109+33.00	X			13.50	-	8		Culvert	54																								Existing culvert to remian in place	
306	106+67.00	X			69.02	-	12		Inlet, Type B-15	73																								Existing culvert to remian in place	
307	107+41.00	X			67.28	-	12		Inlet, Type C-15	48																								Existing inlet and pipe with 1 end section, to remian in place	
308	106+36.00			X	3.35	-	24		Culvert	126																								Existing culvert with 2 end section, to remian in place	
309	107+58.00		X		113.50	-	10		Manhole, C-4	5																								Existing manhole and pipe to remain in place	
310	107+92.00	X			65.05	-	18		Inlet, Type E	107																								Existing inlet and pipe to remain in place	
311	108+14.00	X			37.82	-	12		Inlet, Type F	89																								Existing inlet and pipe to remain in place	

PAVED SIDE DITCH, RIPRAP DITCH, AND SODDING SUMMARY TABLE

LOCATION						PAVED SIDE DITCH							RIPRAP DITCH			SODDING						NURSERY SODDING FOR LAWNS	
ALIGNMENT	FROM STATION	TO STATION	LEFT	MEDIAN	RIGHT	ACTUAL LENGTH	CUT OFF WALLS (8' EQUIV. LENGTH EACH)	LUGS (8' EQUIV. LENGTH EACH)	TOTAL EQUIVALENT PAY LENGTHS					REVETMENT RIPRAP	UNIFORM RIPRAP	GEOTEXTILES	FOR PAVED SIDE DITCHES	FOR DITCHES	FOR MEDIAN	FOR SHOULDER BREAK	SODDING AT BRIDGE CONE		TOTAL SODDING
									TYPE														
									LFT	EACH	EACH	LFT	LFT										
"PR-196"	115+93.40	121+49.85			X																		
"PR-196"	117+19.00	119+81.00	X														370						
"PR-196"	125+45+00	140+49.37	X														173						
"PR-196"	125+45+00	140+49.37	X														1104						
"PR-GB"	307+00.00	308+80.00	X														158						
TOTALS																	1805						

		STRUCTURE NUMBER																		
		101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119
INT. DES.	PIPE TYPE / SHAPE (CIR or DEF)	DEF	DEF	DEF	DEF	DEF	CIR	CIR	CIR	CIR	CIR	CIR	CIR	CIR	CIR	CIR	CIR	CIR	CIR	CIR
	SMOOTH PIPE SIZE	38x24	38x24	38x24	38x24	38x24	24	Dual 12	12	15	12	12	18	15	15	15	18	30	30	30
	CORRUGATED PIPE SIZE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	SEMI-SMOOTH PIPE SIZE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CONC.	RCP/RCHEP (S)	CLASS	III	III	III	III	III	III	III	III	III	III	III	III	III	III	III	III	III	III
	D _{eq} RATING		1350	1350	1350	1350	1350	1350	1350	1350	1350	1350	1350	1350	1350	1350	1350	1350	1350	1350
PLASTIC PIPE	NON-REINFORCED CONCRETE PIPE, CLASS 3 (S)								X		X	X		X	X	X	X	X	X	X
	CORRUGATED PE PIPE, TYPE S (S)*										X	X						X	X	X
	PROFILE WALL (RIBBED) PE PIPE (S)*																	X	X	X
	PROFILE WALL (CLOSED) PE PIPE (S)*																			
	SMOOTH WALL PE PIPE (S)* / MAXIMUM DR										X/26	X/26						X/26	X/26	X/26
	CORRUGATED PP PIPE (S)										X	X						X	X	X
	PROFILE WALL PVC PIPE (S)										X	X						X	X	X
	SMOOTH WALL PVC PIPE (S)*										X	X								
WATERMAIN QUALITY PIPE																X				
CLAY	VITRIFIED CLAY PIPE, EXTRA STRENGTH (S)								X		X	X		X	X	X	X	X	X	X
CORRUGATED STEEL PIPE / PIPE-ARCH	FULLY BIT. PAVED & LINED (S)	CORR. PROFILE THICKNESS																		
	ZINC COATED (C)	CORR. PROFILE THICKNESS																		
	ZINC COATED W/ BPI (C)	CORR. PROFILE THICKNESS																		
	ALUM. COATED TYPE 2 (C)	CORR. PROFILE THICKNESS																		
	POLYMER PRECOATED GALVANIZED (C)	CORR. PROFILE THICKNESS																		
	POLYMER PRECOATED GALVANIZED CORRUGATED STEEL PIPE TYPE 1A (S)	CORR. PROFILE THICKNESS																		
COR. ALUM. PIPE/ P-ARCH	CORRUGATED ALUM. ALLOY (C)	CORR. PROFILE THICKNESS																		
	CORRUGATED ALUM. ALLOY W/ BPI (C)	CORR. PROFILE THICKNESS																		
SPIRAL RIB STEEL PIPE	ZINC COATED (SS)	RIB PROFILE THICKNESS																		
	ZINC COATED W/ BPI (SS)	RIB PROFILE THICKNESS																		
	ALUM. COATED TYPE 2 (SS)	RIB PROFILE THICKNESS																		
	POLYMER PRECOATED GALVANIZED (SS)	RIB PROFILE THICKNESS																		
STRUCTURAL PLATE PIPE / PIPE-ARCH	STR. PLATE ALUMINUM ALLOY (C)	CORR. PROFILE THICKNESS																		
	STR. PLATE ALUMINUM ALLOY W/ CFP (C)	CORR. PROFILE THICKNESS																		
	STR. PLATE STEEL (C)	CORR. PROFILE THICKNESS **																		
	STR. PLATE STEEL W/ CFP (C)	CORR. PROFILE THICKNESS **																		

LEGEND

PIPE MATERIAL

RCP

Reinforced Concrete Pipe

RCHEP

Reinforced Concrete Horizontal Elliptical Pipe

PE

Polyethylene

DR

Dimension Ratio

PVC

Polyvinyl Chloride

PP

Polypropylene

CORR

Corrugation

ALUM

Aluminum

STR

Structural

(LS)

Lock Seam Pipe Required

PIPE PROTECTION

BPI

Bituminous Paved Invert

CFP

Concrete Field Paving

BIT

Bituminous

SHAPE

CIR

Circular Pipe

DEF

Deformed Pipe

INTERIOR DESIGNATION

(S)

Smooth Pipe Material

(C)

Corrugated Pipe Material

(SS)

Semi-Smooth Pipe Material

PIPE SIZE

Circular pipe is shown as diameter in inches

Deformed pipe is shown as area in square feet

* Refer to Standard Drawings 715-PHCL-20 through -22 for nominal diameter appropriate for pay item diameter.

** Tabulated thickness refers to top and side plates. For pipes and pipe-arches with a thickness less than .280 in., bottom plates shall be of next greater available thickness.

RECOMMENDED FOR APPROVAL

12/01/2022

DATE

DESIGNED: BKC

DRAWN: BKC

CHECKED: DNB

CHECKED: DNB

CITY OF WESTFIELD

PIPE MATERIAL TABLE

HORIZONTAL SCALE

BRIDGE FILE

VERTICAL SCALE

DESIGNATION

N/A

SURVEY BOOK

SHEETS

77

of

126

CONTRACT

PROJECT

188494

Attachment 2

The Affidavit of Employee Status shall be signed and notarized.

AFFIDAVIT OF EMPLOYEE STATUS

Re: Project – 196th Street and Grassy Branch Road Widening

WHEREAS, the City of Westfield, Hamilton County, Indiana, hereinafter referred to as the “City” is in the process of construction work on the 196th Street and Grassy Branch Road Widening project, hereinafter referred to as the “Project”;

WHEREAS, Morphe Construction, 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 Morphe Construction, 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:	196 th & Grassy Branch
Westfield Project Number:	1910102
Westfield Project Manager:	Michael Pearce
Westfield PO Number:	
Vendor Name:	Morphey 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!