

Westfield City Council
Members
Troy Patton, (At Large)
Joe Edwards, (District 3)
Scott Frei, (District 4)



CITY OF WESTFIELD, IN
FinanceCommittee_Meeting_Agenda_02_08_2021

Monday, February 08, 2021 at 09:00 AM

BOARD OR COMMISSION: Finance Committee

MEETING DATE: Monday, February 08, 2021 at 09:00 AM

MEETING PLACE: Virtual Conference Call

9:00 AM: Call to Order & Approval of January 4, 2021 Minutes
Documents: [Meeting Minutes/January 4, 2021](#)

9:05 AM: Discussion of examination by BKD/Baker Tilly/Taft

9:10 AM: RDC Presentation of Grand Park given by RDC at last RDC meeting.
Documents: [Grand Park Presentation](#)

9:35 AM: Review of 161st tunnel billings, communications, and deliverables.
Documents: [United Consulting](#) | [Halverson Contract](#) | [United Consulting Supplemental 1](#) | [Study Proposal](#) | [Signed PDF](#) | [Schedule 12-22-20](#) | [Monon Tunnel Executed](#)

9:50 AM: Adjourn

Westfield Common Council Finance Committee January 4, 2021

The Finance Committee met on December January 4, 2021 via Teams call. Members present were Troy Patton, Scott Frei and Joe Edwards.

Troy Patton called the meeting to order at 9:00 AM

Joe Edwards made the motion to approve the minutes from December 1, 2021. Scott Frei seconded. Vote: Yes-3; No-0. Motion carried.

Discussion of Examination of BKD/Baker Tilly/Taft

Troy Patton has requested information on the progress of the examination from Brian Zaiger, Todd Burtron, and Mayor Cook with no response. It was mutually agreed on by the committee that they need to know the progress of the examination and costs associated thus far.

Discussion of long-term outlook of the Westfield financials. This will include the discussion Troy Patton had with Mayor Cook regarding the outlook for the city and what we expect financially.

Troy Patton stated that he would create a document outlining what they would like to see happen in 2021. This would include the desired population of the city, what Westfield should look like, tax base/anticipated tax revenue etc. Joe Edwards stated this was a good idea and that it was their responsibility to inform the citizens. Scott Frei stated that not only should they be asking these questions, but putting a plan into motion.

Additional Comments

Scott Frei mentioned the topic of the 161st Street/Monon. He wanted to make sure cost estimates were considered for the additional options along with the HAWK system (rumble strips, signage etc.). Troy Patton has reached out to Jeremy Lollar and Chief Rush regarding this and other areas of concern there are and what options could be implemented.

Meeting was adjourned at 9:20 AM

Board Member

Clerk Treasurer or Deputy Clerk

GRAND PARK

SPORTS CAMPUS

2020 REVIEW & 2021 OUTLOOK

HIGHLIGHTS



2020 HIGHLIGHT



Keynote Speaker at the Development Forum for the Guangdong Sports Industry in China

2020 HIGHLIGHT



Hosted 1,400+ people at the Events Center for
Gaylor Electric's 2020 National Summit



2020 HIGHLIGHT



Best July & August on record for Grand Park
as the campus opened at reduced capacity

STAFFING

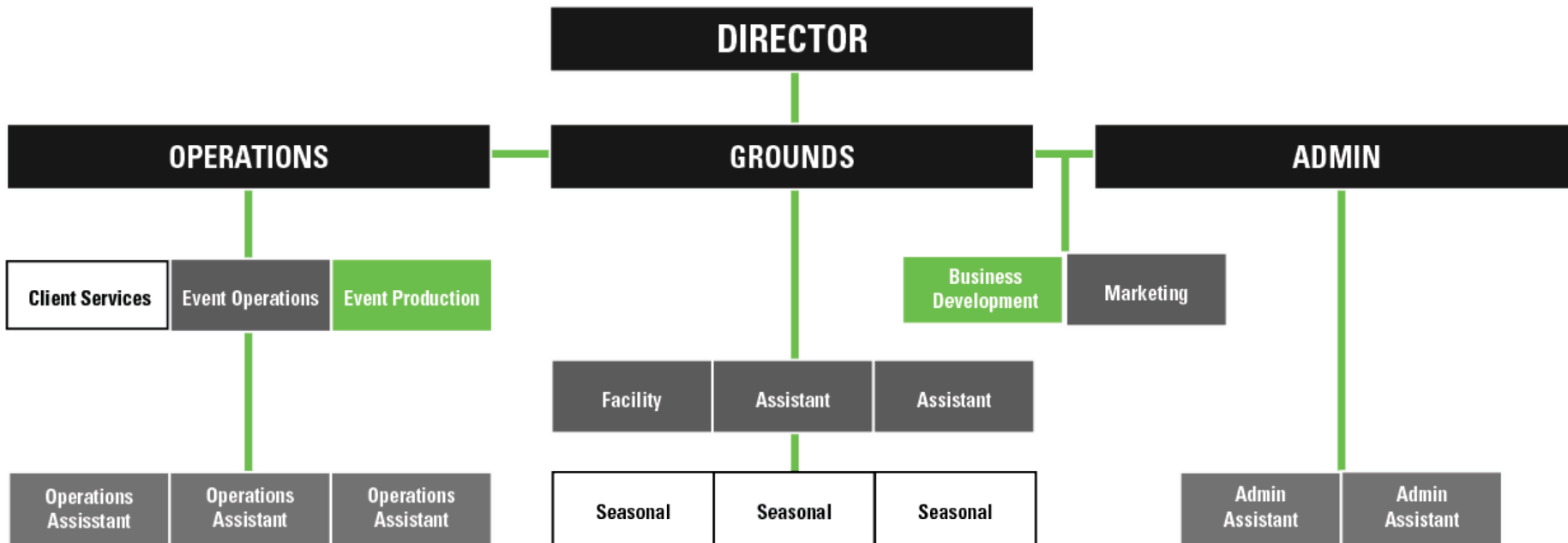


HISTORICAL MANAGEMENT STRUCTURE

- Henke Development
- Indiana Bulls – now Bullpen Tournaments
- Indiana Soccer / Indiana Sports Properties
- LST Venues
- RDC Management



FACILITY STAFF



 = Vacant Position

 = Contracted Position

COVID-19 RESPONSE



ADAPTION & GUIDELINES

Back on Track Indiana Stages & What They Meant for Grand Park Operations...

STAGE 1	Campus closed	Work from home	
STAGE 2	Reopening steps	IUPUI Study	Campus open to residents
STAGE 3	Campus reopens	Safety measures in place	
STAGE 4	1st tournament	Operating at almost full capacity	

COVID-19 RESPONSE

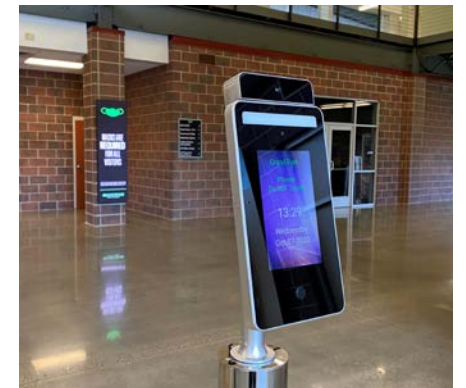
First and foremost... *Safety* is our first priority.

To reactivate, we...

- Detailed plans and communication
- GP Safety Team
- Temperature Scans
- Sanitization Practices
- Federal funding to support facility enhancements needed
- Reimbursement to be received December 2020



Reopening Initiative with Motz Group



Outdoor & Indoor Temperature Screening

THE EFFECTS OF COVID-19

- **March 16** Grand Park closed
- **69 days** campus closed
- **23+** Major Event Cancellations *(Field Sports Side)*
- **Colts Training Camp** Canceled
- **May 24** began phased reopening
- **613,000** campus visits *(mid-May to Labor Day)*
- Campus activity **19/20 weekends & 132/134 days** *(June 27-Nov 8)*
- Safely hosted **3** consignment sales + **1** consumer show
- Hosted **7** new lacrosse tournaments = **\$127,285** in new revenue
- July revenues up **543%** over 2019 summer



NXT Lacrosse CanAm Showcase



IHSAA State Soccer Finals



“Grand Park and youth travel sports have been more than a lifeline during these challenging times for the hospitality industry.”

Patrick Tamm

President and CEO

Indiana Restaurant and Lodging Association

OPERATIONS



HISTORICAL CAMPUS EVENTS

2019**89** Sporting Events**14** Non-Sporting Events**103**
TOTAL
events**2020****91** Sporting Events**10** Non-Sporting Events**101**
TOTAL
events

**Major Event totals account for activity formatted as a tournament, league, camp or non-sports gathering.*

2021 MARQUEE SPORTS EVENTS

CONTRACTED

- IFJ Crossroads of America Showcase Boys & Girls (Soccer)
| April 16-18 & 23-25
- Indiana Soccer Association State Cup (Soccer)
| May 15-16, 21-23 & June 5-6
- NXT Sports The Grail (Lacrosse)
| June 26-27
- USA Football Flag Football Nationals (Football)
| July 23-25
- Indianapolis Colts Training Camp (Football)
| Mid-July – Mid-August
- SBD's Indianapolis College Showcases (Soccer)
| Nov 19-21 & Dec 3-5

POTENTIAL

- Social Leagues
- Football Camps
- Membership Program



Indianapolis Colts Training Camp



Grand Park Social Leagues

2021 MARQUEE NON-SPORTS EVENTS

CONTRACTED

- Suburban Indy Home & Outdoor Living Consumer Shows
| April 1-4 & September 25-26
- Whale of a Sale Spring & Fall Consignment Shows
| September 15-19
- Just Between Friends Spring & Fall Consignment Shows
| October 14-17
- Cisco Companies Annual Trade Show
| October 5-7
- INSHAPE Annual Conference
| November 8-9
- Midwest Ag Indiana Farm Equipment & Technology Expo
| December 10-16

POTENTIAL

- RV Show
- Holiday Indoor Carnival



Suburban Indy Home & Outdoor Living Show



INSHAPE Conference

COLTS CITY LOT



MORE THAN SPORTS

- No dedicated sales team
- Event Production team
- Building Modifications



Gaylor Electric National Summit

GRAND PARK MEMBERSHIP PROGRAM

- Structured program to offer one-off facility use to Westfield residents and the surrounding community on a regular basis
- Estimated Launch Date: November 1, 2021



Executive Suite Meeting Space

2021 FOCUS AREAS

SPORTS CAMPUS

- Event booking 2022-2025
- Video Streaming Services
- Field Maintenance/Upgrades
- Upgraded irrigation system
- Turf Field evaluation



Ground Renovations

EVENTS CENTER

- Develop New meeting space
- Dedicated Sales/catering team
- Updated partner/sponsor branding



Suite C Meeting Space

FINANCIALS



\$85 MILLION

public investment

\$13M for real estate
\$72M for construction & GPEC



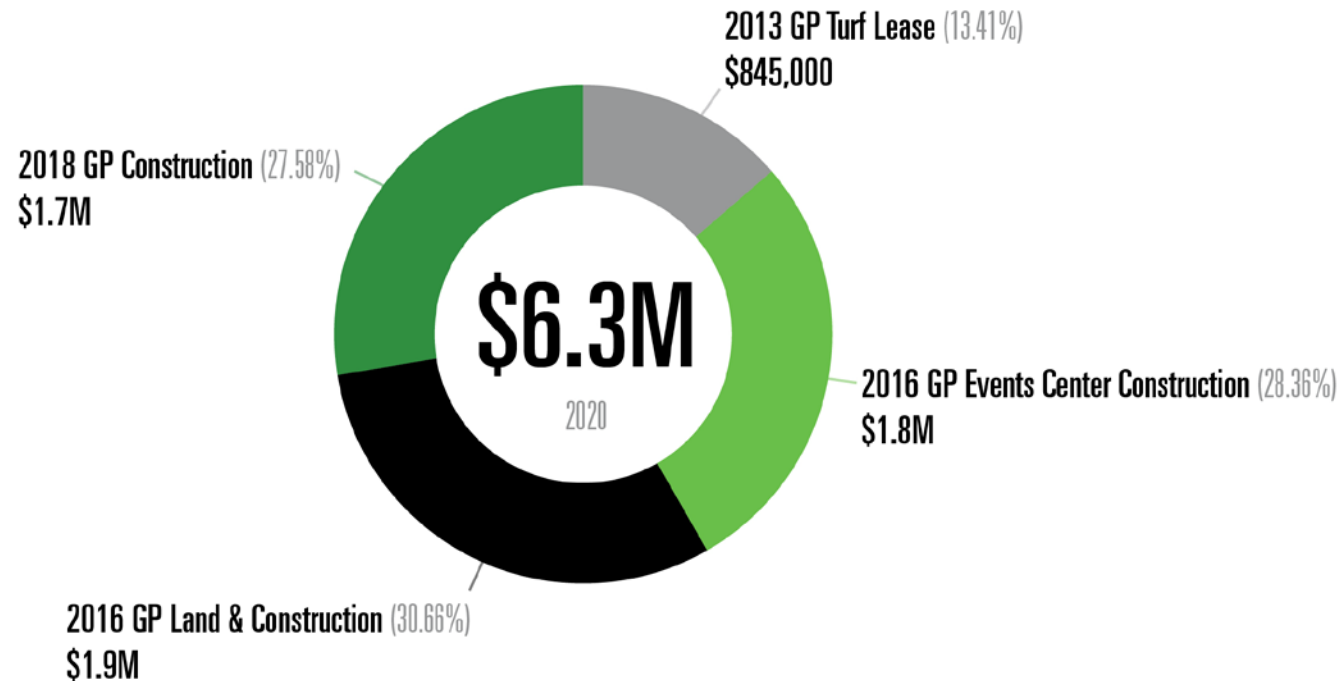
\$1.2 BILLION

in economic development

CAPITAL EXPENSES

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Real Estate + Field/Diamond Construction + Grand Park Events Center Construction + Turf

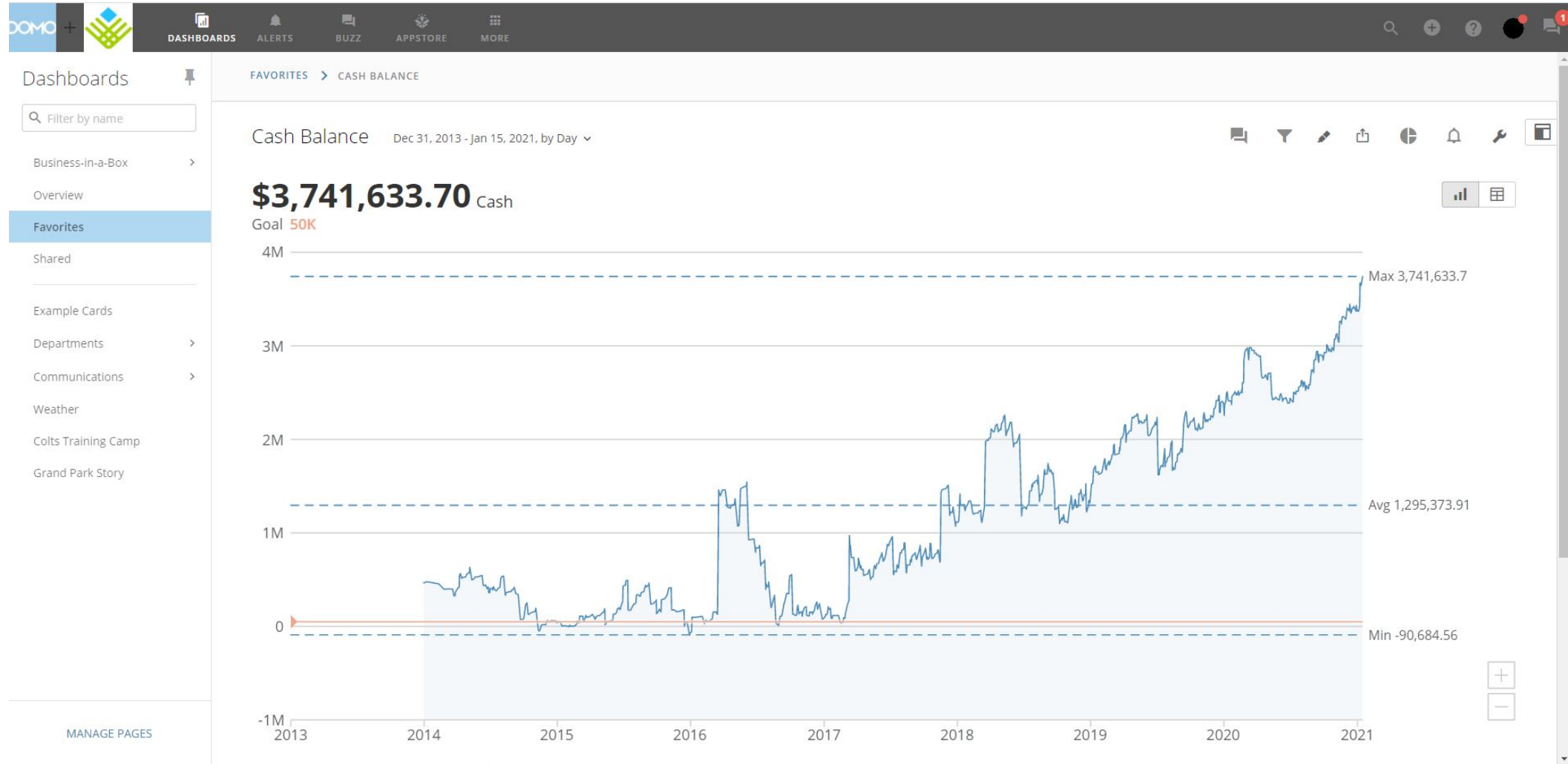


CAPITAL REVENUES

TIF expected to cover GP debt payments by 2023



FINANCIALS



FINANCIALS 2015-2018

YEAR	REVENUES	EXPENSES	NET
2015	\$ 1,755,352.24	\$ 1,863,565.96	\$ (108,213.72)
2016	\$ 4,563,977.38	\$ 4,413,875.59	\$ 150,101.79
2017	\$ 4,450,525.94	\$ 3,410,610.55	\$ 1,039,915.39
2018	\$ 4,277,584.75	\$ 4,177,403.04	\$ 100,181.71 *

**2018 was the First Year of Indianapolis Colts Training Camp at Grand Park*

FINANCIALS 2019

Quarterly Financials	Q1	Q2	Q3	Q4	Total
Revenues	\$ 1,671,166.92	\$ 815,598.64	\$ 1,527,817.56	\$ 952,269.92	\$ 4,966,853.04
Expenses	\$ 481,889.60	\$ 1,126,101.25	\$ 1,248,981.90	\$ 664,719.18	\$ 3,521,691.93
Net	\$ 1,189,277.32	\$ (310,502.61)	\$ 278,835.66	\$ 287,550.74	\$ 1,445,161.11

NOTABLE 2019 HIGHLIGHTS

Revenues

- '19-'20 Holiday Open Play
- The Cisco Companies hosted their inaugural tradeshow

Expenses

- Grand Park Staff (11) salaries paid out of the General Fund
- Contracted Services were significantly reduced
- Purchased \$140,000 in field maintenance equipment
- All Colts Training Camp expenses were paid out of the Grand Park Operating account (640)

FINANCIALS 2020

Quarterly Financials	Q1	Q2	Q3	Q4	TOTAL
Revenues	\$ 1,012,187.09	\$ 381,137.82	\$ 1,005,349.17	\$ 1,038,755.51	\$ 3,437,429.59
Expenses	\$ 860,967.29	\$ 790,461.92	\$ 516,060.60	\$ 583,392.43	\$ 2,750,882.24
Net	\$ 151,219.80	\$ (409,324.10)	\$ 489,288.57	\$ 455,363.08	\$ 686,547.35

NOTABLE 2020 HIGHLIGHTS

Revenues

- Gaylor Electric hosted their bi-annual summit
- 542.93% increase in cash basis revenue for the month of July
- Loss of bi-annual Midwest Regionals soccer tournament

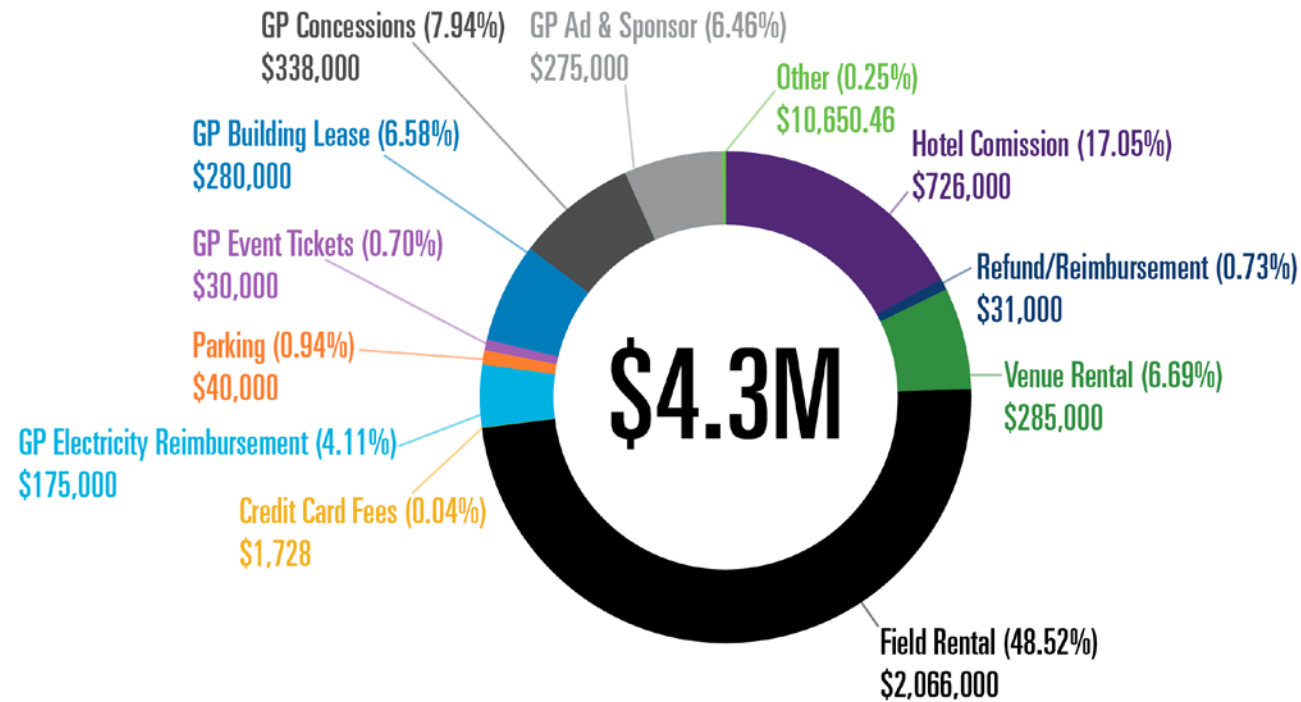
Expenses

- Grand Park staff salaries were paid out of the Grand Park Operating account (640)
- \$250,000+ reimbursed/credited to clients as a result of COVID closures
- \$57,296.87 in COVID related expenses were reimbursed via the CARES Act

OPERATING REVENUES

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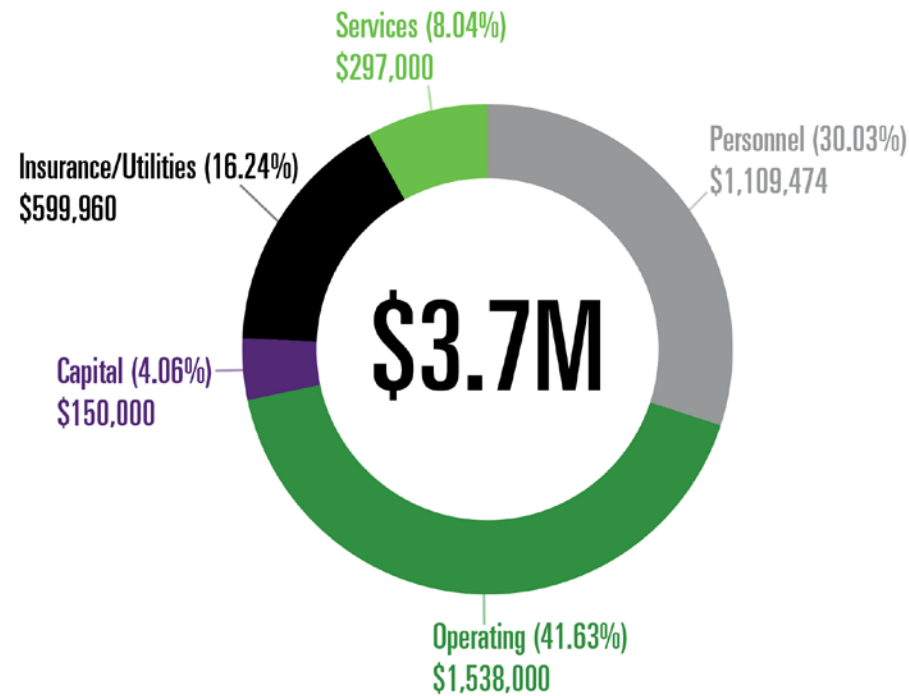
Field Rentals + Events + Hotel + Sponsorship



OPERATING EXPENSES

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Personnel + Maintenance + Event Management



FINANCIALS 2021

2021 Budget	Total
Revenues	\$ 4,258,378.46
Expenses	\$ 3,694,434.00
Net	\$ 563,944.46

NOTABLE 2021 HIGHLIGHTS

Revenues

- 2021 is anticipated to be the highest grossing field rental producing year for the campus
- \$120,000+ in revenue already lost as a result of COVID

Expenses

- All Colts Training Camp related expenses will be paid for out of the Food & Beverage fund
- Final year of Indiana Soccer Association commission payments

GRAND PARK

SPORTS CAMPUS

THANK YOU!

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional Services is made and entered into as of the 20th day of March 2013, by and between City of Westfield ("Contracting Party") and United Consulting ("Consultant").

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

A. **Basic Terms.** This Contract is on the following basic terms and conditions:

- (a) Professional services provided by Consultant: United Consulting (See Exhibit B attached hereto and made a part hereof).
- (b) Location: 161st Street over Monon Trail, Westfield, Indiana 46074 (the "City Property")
- (c) Date by which the Services shall be completed: October 4, 2013 (the "Completion Date")
- (d) Purchase Price: Eighty Thousand Five Hundred Thirty and 00/100, \$80,530.00 (see Proposal dated 03.11.13- Exhibit B) Payments per approved invoiced amount and payable within forty-five (45) days following Contracting Party's receipt of an invoice at the address specified below.
- (e) Addresses:

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

City of Westfield
Attn: Melody Jones
2728 East 171st Street
Westfield, Indiana 46074

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

If to Consultant:
United Consulting
1625 N. Post Road
Indianapolis, IN 46219

Attn: ~~Chris Pope~~ Dave Richter, President

CRP 3/25/2013 R 63.27.13

B. **Contract Terms and Conditions.** This Contract for Professional Services is subject to the Contract Terms and Conditions set forth in paragraphs 1-28 attached hereto and made a part hereof, the Project Changes, Attachment 1, and Exhibit A and Exhibit B 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.

C. **Amendment.** No alteration, addition, deletion or modification of the Contract shall be valid or binding unless made in accordance with the provisions of paragraph 23 hereof.

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

CONTRACT TERMS AND CONDITIONS

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

2. **PERFORMANCE:** Consultant hereby agrees to provide all services necessary to perform the requirements of this Contract and to execute its responsibilities hereunder by following and applying at all times the Degree of skill and care exercised by similar professionals currently performing similar services under similar conditions. Contracting Party reserves the right at any time to direct changes, or cause Consultant to make changes in the services or to otherwise change the scope of the services covered by this Contract with a signed Change Order executed by both parties, and Consultant 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 professional services under this Contract shall be completed no later than the Completion Date. The Consultant shall submit for Contracting Party's approval a detailed schedule for the performance of the services which shall include allowances for periods of time required for Contracting Party's review and approval of submission by Consultant. Time limits established by this detailed schedule shall be consistent with the Completion Date. Time is of the essence of this Contract. If the Consultant fails to comply with Section A; Basic Terms, Paragraph c, [Completion Date], the Consultant shall be subject to delay damages of .5% of the Contract value per day unless the delays are beyond the reasonable control of the consultant.

4. **PRICE TERMS:** All of the prices, terms and representations by Consultant herein are at least as favorable to Contracting Party as those offered by Consultant to other customers purchasing similar professional services under the same material term and conditions.

5. **DISCLOSURE, WARNINGS AND INSTRUCTIONS:** Consultant shall maintain at the job site all Material Safety Data Sheets (MSDS) for all products used by consultant 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 Consultant, Contracting Party, at its option, may purchase goods or services from other sources and reduce its schedules to Consultant by such quantities, without liability to Consultant, or have Consultant 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:** Consultant shall not cause or permit the filing of any lien related to its services. In the event any such lien is filed and Consultant 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 Consultant's sole cost and expense. Consultant 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 Consultant commits any of the following (each, a "Default"): (a) repudiates or breaches any of the terms of this Contract, including, without limitation, Consultant's representations; (b) fails to perform services as specified by Contracting Party; (c) fails to make progress for reasons within the Consultants 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 Consultant 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 Consultant; (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 Consultant and Consultant 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:** Consultant agrees that Consultant 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 Consultant's remedies. Consultant shall not be liable to the mortgage or ground lessee for any claims under this contract.

10. **REQUIRED INSURANCE AND INDEMNIFICATION:**

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

Worker's Compensation	Required.
Employer's Liability	\$2,000,000 each accident, \$2,000,000 disease each employee, and \$2,000,000 disease policy limits.
Commercial General Liability (CG0001), including Personal Injury, Premises Operations, including explosion, collapse or underground property damage hazards, including costs to repair or replace damaged work. (The Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy).	\$5,000,000 Per Occurrence and \$5,000,000 General Aggregate.
Commercial Automobile Liability, including Owned, Non-Owned and Hired Car coverages.	\$5,000,000 Combined Single Limit for Bodily Injury and Property Damage.

- (b) The insurance shall be procured from companies authorized to do business in the state in which the Contracting Party's property is located. Except as otherwise expressly set forth herein, coverage shall be on an occurrence basis. All insurance procured or maintained by Consultant 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. Consultant shall permit Contracting Party to examine the actual policies upon request at the Consultant'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 where the City property is located 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. Consultant 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) Consultant 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 Consultant, its employees or sub consultants, 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 services: \$2,000,000 per claim and \$5,000,000 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 Consultant 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 Consultant's behalf and offset the cost of insurance related to the contracted services against any payments due Consultant.

11. **SAFETY**: Consultant 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, Consultant shall also comply with Contracting Party's Rules of Conduct, 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 Consultant. 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 Consultant 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. Consultant 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 Consultant shall be considered net of indebtedness of Consultant to Contracting Party, and Contracting Party may deduct any amounts due or to become due specific to the services provided for the project from Consultant 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 Consultant.

13. **CONSTRUCTION PHASE SERVICES:** Should the Contracting Party authorize construction installation based on the plans provided under this Contract without project observation, review of Contractor's performance, and/or construction phase services by the Consultant, the Contracting Party assumes all responsibility for interpretation of these documents and for construction observation, and waives any claims against the Consultant that may be in any way connected thereto.

14. **OWNERSHIP OF DOCUMENTS:** It is understood by and between the parties to this Contract that all Drawings, Specifications and other work or products of the Consultant for this Project shall remain the property of the Consultant and are instruments of service for this Project only and shall apply to this particular Project only for the specific purpose intended. Any reuse of the instruments of service of the Consultant by the Contracting Party for any extensions of the Project or for any other project without the written permission of the Consultant shall be prohibited.

15. **OPINION OF CONSTRUCTION COSTS:** Any opinion of construction cost prepared by the Consultant represents his judgment as a design professional and is supplied for the general guidance of the Contracting Party. Since the Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, the Consultant does not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost to the Contracting Party.

16. **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.

17. **ADVERTISING, PUBLICITY AND PUBLIC RELATIONS:** Consultant shall not, without first obtaining the express written consent of Contracting Party, in any manner advertise or publish the fact that Consultant has contracted to furnish Contracting Party the services herein contracted, or use any trademarks or tradenames of the City's advertising, promotional materials or web sites. In the event of Consultant'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.

18. **GOVERNMENT COMPLIANCE:** Consultant agrees to comply with all present federal, state and local laws, orders, rules, regulations, codes and ordinances which may be applicable to Consultant's performance of its obligations under this Contract, and all provisions required thereby to be included herein, are hereby incorporated by reference. Consultant 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 Consultant.

19. **NO IMPLIED WAIVER:** The failure of either party at any time to require performance by the other party of any provision of this 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.

20. **NON-ASSIGNMENT**: Consultant shall not assign or pledge this 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.

21. **RELATIONSHIP OF PARTIES**: Consultant 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. Consultant 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 Consultant's fault or negligence.

22. **GOVERNING LAW**: This Contract is to be construed in accordance with and governed by the laws of the state where the City property is located.

23. **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.

24. **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 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.

25. **TERMINATION**: Contracting Party may terminate this Contract (a) immediately, in the event of a Default by Consultant, or (b) at any time without cause upon seven (7) days' prior written notice to Consultant. In the event of such termination, Consultant shall be entitled to receive only payment for conforming instruments of service delivered as of the date of termination and compensation for 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 Consultant.

26. **ENTIRE AGREEMENT**: This Contract, together with any attachments, exhibits, or supplements, specifically referenced in this Contract, constitutes the entire agreement between Consultant 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.

27. **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 Consultant or any individual in a management position with Consultant is discovered on the SDN list, published by OFAC, such discovery shall constitute a material breach of this Contract. Contracting Party shall promptly notify Consultant, which shall have three (3) days in which to provide to Contracting Party clear and convincing evidence that (a) neither Consultant nor any individual in a management position with Consultant is an SDN, (b) the transaction is authorized by OFAC or (c) a statutory exemption exists that permits Contracting Party to do business with Consultant. Should Consultant fail to do so, then Contracting Party shall terminate this Contract for cause without further notice or grace period.

28. **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 Consultant 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. Consultant 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 Consultant 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 Consultant's failure to comply with IRCA or other immigration law. Consultant shall include this provision in any subcontracts or subordinate agreements it enters into with respect to this Agreement.

EXECUTED this 21st day of MARCH, 2013.

Contracting Party:
City of Westfield
2728 East 171st Street
Westfield, Indiana 46074

Signature

Printed Name

Title

Date

Consultant:
United Consulting
1625 N. Post Road
Indianapolis, IN 46219

Signature

Printed Name

Title

Date

ATTEST:

EXHIBIT A
Rules of Conduct

In an effort to have COMPLETE CUSTOMER SATISFACTION, we have prepared the following Rules of Conduct. Your personnel's compliance with these rules will help us collectively acquire COMPLETE CUSTOMER SATISFACTION.

- ☐ Conduct yourselves in a professional manner in all areas of the City. Radios or audio equipment, other than communication, are strictly prohibited.
- ☐ No Graffiti.
- ☐ Be neat, clean and QUIET while in or NEAR occupied City spaces. Protect hallway and entries with temporary carpet runners.
- ☐ No vehicles shall be brought or parked in the buildings, or are to be parked in parking spaces outside allotted for handicapped parking.
- ☐ Proper work attire shall be required at all times.
- ☐ Only authorized personnel shall be permitted in work areas. Identification or uniforms may be required.
- ☐ Always check in with appropriate City officials prior to beginning work in a new work area.
- ☐ Do not use City equipment.
- ☐ Housekeeping is paramount. Remove all dirt and debris created by your activity. Project to be broom swept and trash removed on a daily basis and as needed by each applicable trade.
- ☐ Smoking and the use of smokeless tobacco are prohibited on City properties.
- ☐ Loud and/or foul language is prohibited.
- ☐ Food and drink shall not be permitted in carpeted City spaces.
- ☐ Material storage and/or debris shall not be left in unsecured areas.
- ☐ Exits and entrances shall be maintained clear and unobstructed. Securing of the work area is the responsibility of the Consultant and shall be locked at night.
- ☐ Thermostats shall not be adjusted unless the City has granted permission.
- ☐ Loading and unloading shall be in permitted area of the work site only.
- ☐ When dealing with citizens, be courteous at all times, keep all negative comments to yourself or discuss them with the City personnel.
- ☐ Special care shall be taken at all times to protect the surroundings of the work area. Dust, fumes and vapors controls shall be employed.
- ☐ City officials shall be made aware of work that creates noxious odors. Any odiferous work is to be coordinated with the City to allow for proper advanced notification with the affected citizens.
- ☐ Any work that will compromise the existing utilities shall be coordinated with the City. Arrangements shall be made with the City if special access is required.
- ☐ No use of power actuated tools or hammer drills is permitted at an occupied City building between the hours of 7:00 AM and 5:00 PM, or as directed by City officials.
- ☐ Only designated freight elevators that are properly protected shall be used by the contractors and Consultants.
- ☐ 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.
- ☐ Fall protection shall be worn, observed or employed when working in articulating boom lifts, scissors lifts, ladders, scaffolding and any other activity where workers are exposed to a fall and shall comply with the provisions of OSHA and IOSHA.
- ☐ Any and all "Hot Work" shall have an appropriate fire extinguisher immediately accessible and be pre-approved by the City officials.
- ☐ All electrical service shall be properly protected with a GFCI, including the use of extension cords on permanent power.
- ☐ Eye protection shall be worn at all times when cutting, grinding, chipping, drilling or using power actuated tools.

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

13.United.PRK.002

EXHIBIT B

See attached Proposal dated 03.11.13



March 11, 2013

Mrs. Melody Jones, CPRP, CPSI
Westfield Parks & Recreation Director
2728 East 171st Street
Westfield, IN 46074

RE: 161st Street over Monon Trail
Pedestrian Underpass

Dear Mrs. Jones:

We have included a fee for Part-Time construction inspection to the fee proposal for the Monon trail pedestrian underpass at 161st Street which was originally submitted on March 4, 2013. Transmitted herewith, please find the following information for the referenced project:

1. Scope of Work
2. Project Schedule
3. Updated Project Development Costs
4. Anticipated Schedule of Payments for Engineering Services and Construction

The engineering fees for this project have been broken into Preliminary Design and Final Design phases. The Preliminary Design phase will be taken through the field check to determine if there are utility conflicts that may compromise the schedule. A meeting will be held with the City after the field check to evaluate options prior to proceeding with the Final Design.

Please note that the construction cost and fee estimates are for Phase I services only unless otherwise noted. We will deliver an engineering services agreement within one week of receiving your approval of the scope of work and engineering fees. In order to take advantage of the road closure for the 161st interchange we will need to be under contract on or before March 20, 2013.

If you have any questions or comments, please contact our office at your convenience.

Sincerely,
UNITED CONSULTING

Chris R. Pope, P.E.
Vice President

enclosures
c: File: Pending

Jon E. Clodfelter, P.E.
Bridge Department Manager

ENGINEERING
ENVIRONMENTAL
INSPECTION
LAND SURVEYING
LAND ACQUISITION
PLANNING
WATER &
WASTEWATER
SINCE 1955

OFFICERS
William E. Hall, PE
Dore Richter, PE, PLS
Steven W. Jones
Christopher R. Pope, PE
B. Keith Bryant, PE
Michael Rowe, PE

PROFESSIONAL STAFF
Jerry D. Ritchie, PE
Andrew T. Wolsa, PE
Dawn L. Slatyer, ACP
Darryl P. Winesgar, PE
Adam C. Post, PE
Michael S. Ogden, ACP
E. Rachelle Pemberton, PE
Timothy J. Coomes, PLS
Brian W. Craig, PE
Jon E. Clodfelter, PE
Steven R. Passey, PE
Kurt C. Courtney, PE
Brian J. Pearson, PE
Christopher L. Hammond, PE
Paul D. Glodsch, PE
Brian S. Frederick, PE
Jay H. Peters, PE
Christopher J. Dyer, PE
Matthew R. Lea, PE
Joseph A. Rupp, PE
Christopher J. Wheeler, PE
William R. Curtis, PE
Jeremy A. Richardson, PE
John P. Sprague, PE
Hobert E. Klyour, PE
Adam J. Gersich, PLS
Whitney D. Neukam, PE
Katy J. LaValley, PE
Mathew A. Taylor, PE
Josh O. Bobz, PLS
Scott G. Harvick, PE
Dawn C. Barrell, PE
Jacob T. Blanchard, PE
Scott M. Siple, PE

1625 N. Post Road, Indianapolis, IN 46219 (317) 895-2585 www.ucindy.com

Proposal for Engineering Services:

**161ST STREET OVER MONON TRAIL
CITY OF WESTFIELD**

SCOPE OF WORK

I. GENERAL

The proposed project includes the construction of a pedestrian underpass at 161st Street for the Monon Trail. The existing grade of 161st Street will be maintained and the trail will be lowered to pass below 161st Street. The City of Westfield plans to construct this project in phases. All project development costs and fees in this proposal are for Phase I services only, unless otherwise noted.

Phase I

Phase I construction will consist of constructing a single span concrete slab structure under the existing roadway. The proposed structure will sized to provide a horizontal clearance of 14'-0" and a minimum vertical clearance of 10'-0" to the proposed Monon Trail (See Fig. 1 & 3). The structure width will accommodate the existing two lane configuration of 161st Street including railing (See Fig. 2). The structure will be constructed under fill to better facilitate future changes to the cross section and/or grade of 161st Street (See Fig. 4).

The structure will be supported on a pile foundation. During Phase I, the piles will be driven into the existing ground and the cap and slab structure placed. The earthwork will be left in place between the piles for removal in Phase II.

The excavations adjacent to and over the single span concrete slab structure will then be backfilled to match the existing conditions in order to maintain the at-grade crossing for the Monon Trail. The pavement section for 161st Street will be reconstructed within the limits of the excavation and the trail will be restored to its present condition.

Phase II

Phase II construction will consist of completing the excavation under the structure and transitioning the grade to meet the existing trail. It is anticipated that the trail construction will begin approximately 250 feet south of 161st Street and continue north for approximately 500 feet. The proposed grade for the trail will be in compliance with ADA requirements.

The contractors of Phase II will need to excavate the existing material within the limits of the buried single span concrete slab structure and driven pile in Phase I. The cast-in-place

concrete walls to retain the existing roadway fill will be anchored to the driven piles in Phase I (See Fig. 3).

Retaining walls will be constructed along the Monon trail to retain the existing fill. Drainage structures will be installed along the retaining walls which will be piped along the south side of 161st Street and outlet to the Tributary of Cool Creek (See Fig. 5).

The trail will be constructed with concrete pavement on subgrade treatment within the limits of the Phase I construction. Beyond the limits of the structure the trail will be paved with HMA on subgrade treatment. Lighting for the trail will be installed inside the structure.

PROJECT FUNDING

This project is being developed by the City of Westfield with 100% local funding. Phase I construction is anticipated to begin in 2013.

II. GEOTECHNICAL INVESTIGATION

A Geotechnical Evaluation will be completed during Phase I for all Phase I and Phase II construction to determine the subsurface conditions and assess the impacts of these conditions on the proposed construction. It is anticipated that two borings will be taken at the proposed substructure. In addition, ten borings along the proposed retaining walls and 1 boring for the drainage pipe at the southwest quadrant will also be taken.

III. ENVIRONMENTAL

a.) Wetland and Stream Impacts:

The National Wetland Inventory Map shows no wetlands within the project vicinity. No other streams were identified within the limits of the project. Therefore, the project is not anticipated to affect any wetlands requiring mitigation.

b.) Historic and Cultural Resources:

Historical: The Hamilton County Interim Report was reviewed for the proposed project. The Interim report does not show any historic resources within the project limits.

Archaeological: The proposed project will result in the acquisition of undisturbed right-of-way. However, since no federal funds are being used an Archaeological Records Review and Phase Ia Archaeological Survey will not be required.

The Indianapolis Hebrew Congregation Cemetery North is located north of 161st Street along the east side of the Monon Trail. State law (IC 14-21-1-26.5) requires that any person planning to disturb the ground within 100 feet of a burial ground or cemetery for the purpose of erecting, altering, or repairing a structure must submit a development plan to the Indiana Department of Natural Resources Division of Historic Preservation

and Archaeology. The proposed project will involve construction within 100 feet of the Indiana Hebrew Congregation Cemetery. As a result, the requirements associated with IC 14-21-1-26.5 apply to this project.

c.) Hazardous Materials

A search of the red flag indicators revealed no potential hazardous waste sites within the project area. As a result, no further environmental site assessment is recommended for this project.

IV. PERMITS

FAA Form 7460: The Westfield Airport is located approximately 10,000 feet northwest of the subject project. If any equipment or permanent structures utilized for this project penetrate a 100:1 slope for the airport, FAA form 7460-1 must be filed.

V. UTILITIES

The city has fiber optic lines that run along 161st Street. AT&T has fiber optic lines that run along the East side of the Monon Trail. Vectren has a gas line which is approximately 19 feet deep running along the south side of 161st Street. The city has a 24" water main that runs along the south side of 161st Street. Duke has overhead power lines that run along the south side of 161st Street east of the Monon Trail which cross over to the north side of 161st Street west of the trail. United Consulting will send two coordination letters and invite the utilities to a field check meeting to discuss potential utility conflicts with the proposed construction. Coordination of relocations and review of work plans is not anticipated with the Phase I design services.

VI. MAINTENANCE OF TRAFFIC

It was discussed that one lane of traffic may be needed to be maintained at all times during construction to provide access to the cemetery and Farr Hills Drives. If necessary, the access will need to be integrated into the Phase I construction.

VII. LAND ACQUISITION

It is anticipated that all Phase I construction will take place within the existing right-of-way.

VIII. PROJECT SCHEDULE

This project will be developed for construction in the spring of 2013 (*See Attached Schedule for Details*).

IX. PROJECT RISK ASSESSMENT

Due to the accelerated schedule for Phase I of the proposed project the City of Westfield should be aware of potential risks that may negatively impact the anticipated construction cost and/or schedule.

The previously submitted design concepts and anticipated construction costs presented to City officials assumed the project would be let with enough time for utilities to relocate prior to the start of Phase I construction. The attached schedule assumes there will be no utility relocations necessary to complete Phase I. There is a possibility that either the fiber optic line that runs along the existing trail or other facilities not yet identified will interfere with Phase I construction. There are workable solutions to complete the Phase I construction if utility conflicts are discovered during design and utility coordination. However, these solutions have the potential to increase the overall construction cost of the project.

The structure depth has been set to accommodate an additional two lanes of traffic and a raised median. Based on discussions with the City it is our understanding that any future widening would occur on the south side of existing 161st Street due to the close proximity of the cemetery along the north side of 161st Street. Slight adjustments to the structure elevation may be required once a final typical section for the future build-out is approved by the City of Westfield. Revisions to the final build-out section may affect the scope and construction cost for the drainage design of the trail underpass.

This project will require approval of a Cemetery Management Plan by the Indiana Department of Natural Resources. We anticipate the approval to take 75 days. In order for Phase I construction to coincide with the 161st Street interchange road anticipated April 15th closure, the City would need to let the project for construction with the Cemetery Management Plan pending approval by IDNR.

X. ESTIMATED PROJECT COSTS

A detailed construction cost estimate has been prepared for the proposed work described in this report. The unit prices for the anticipated pay items are based on INDOT unit bid prices. The construction costs shown here may result in a different value when local unit bid prices, based on local wage rates, are utilized. The estimated construction cost for Phase I of this project is \$ 155,000 (2013 dollars). Please refer to the detailed quantity calculations and corresponding cost estimate summary.

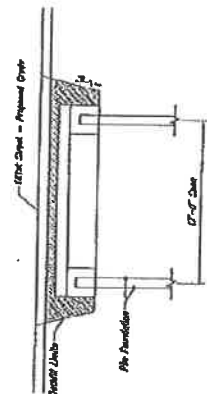


Fig. 1
Phase I Construction

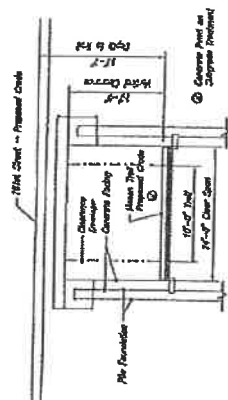


Fig. 3
Phase II Combustion

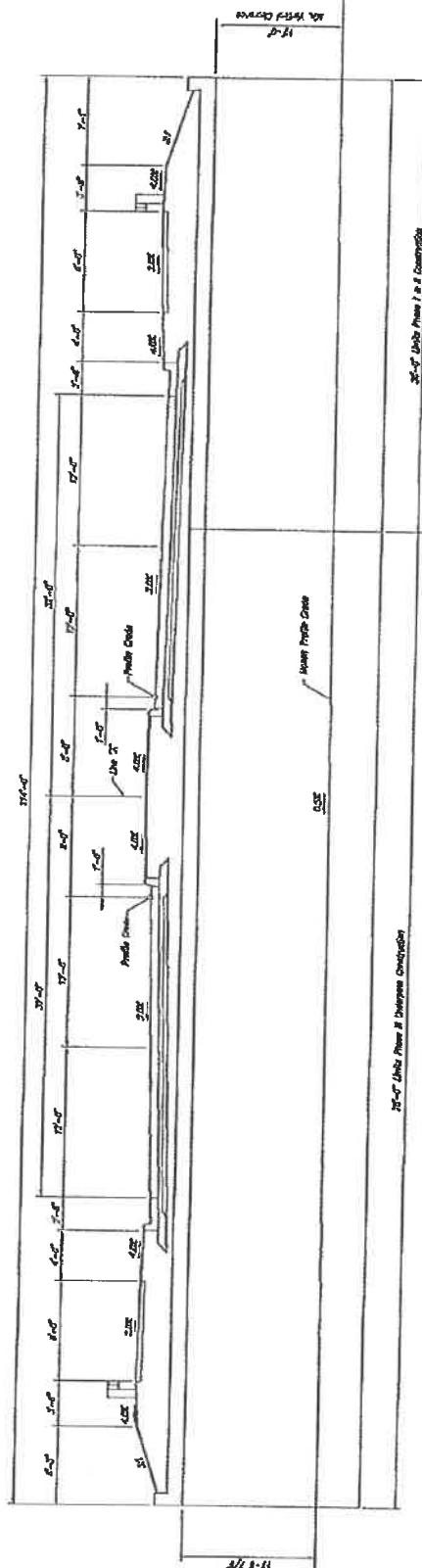
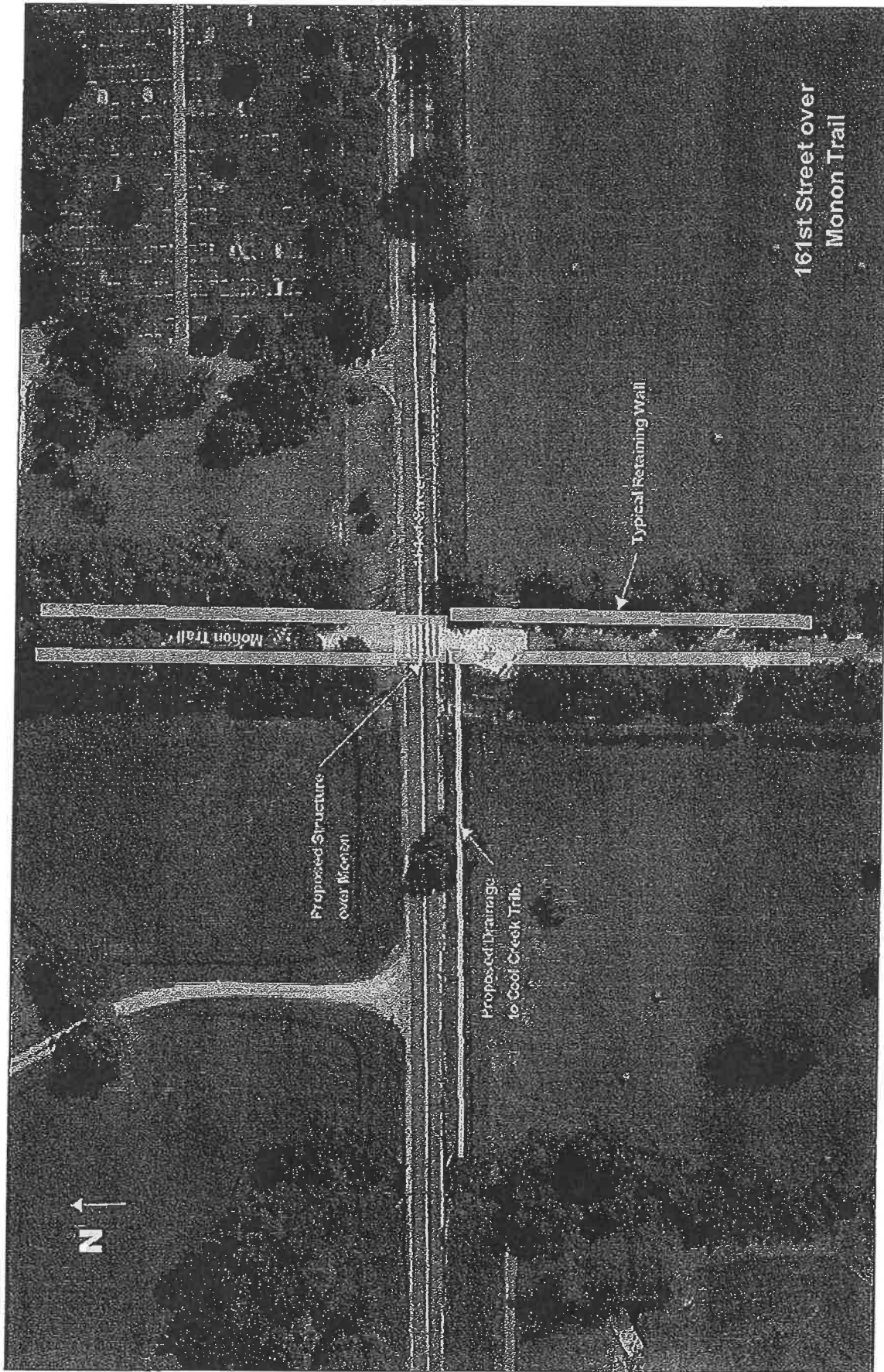
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Fig. 4
161st Street over Monon Trail
Future Build-Out

 1025 N. Park Road Jacksonville, FL 32209 Phone (917) 552-2596 Fax (917) 552-2208 www.unitedcr.com	NEEDWORD FOR APPROVAL NAME, TITLE, DATE		INDIANA DEPARTMENT OF TRANSPORTATION DETAILS 101ST STREET OVER MONON TRAIL		HORIZONTAL SCALE 1" = 40' 0"	PROPOSE FILE
	DRAWING NO. 15-000		SHEETS 10		VERTICAL SCALE 1" = 40' 0"	CHECKED BY 15-000



1625 N. Post Road
Indianapolis, Indiana 46219
Phone (317) 895-2585
Fax (317) 895-2596 Web www.ucea.com

161ST STREET OVER MONON TRAIL

DATE: 3/04/13

Figure 5

161st Street over Monon Trail - Phase I Project Development Schedule

ID	Task Name	Duration	Start	End	Month	Month	Month	Month	Month	Month	Month
1	City Approves Fee Proposal and Requests Engineering Services Agreement	7 days	Mon 3/4/13	Mon 3/11/13	March	April	May	June	July	August	September
2	Private Engineering Services Agreement	7 days	Mon 3/11/13	Mon 3/18/13	March	April	May	June	July	August	September
3	City Executes Agreement	2 days	Mon 3/18/13	Wed 3/20/13	March	April	May	June	July	August	September
4	Notice to Proceed	0 days	Wed 3/20/13	Wed 3/20/13	March	April	May	June	July	August	September
5	Field Survey	7 days	Wed 3/20/13	Wed 3/27/13	March	April	May	June	July	August	September
6	Kickoff Meeting with Westfield Parks & Public Works	7 days	Wed 3/20/13	Wed 3/27/13	March	April	May	June	July	August	September
7	Contact Utilities to Schedule Field Check	14 days	Wed 3/20/13	Wed 4/3/13	March	April	May	June	July	August	September
8	Field Check	0 days	Wed 4/3/13	Wed 4/3/13	March	April	May	June	July	August	September
9	Post Field Check Mtg with Westfield Parks & Public Works	2 days	Wed 4/3/13	Fri 4/5/13	March	April	May	June	July	August	September
10	Geotech Investigation and Report	35 days	Wed 4/3/13	Wed 4/24/13	March	April	May	June	July	August	September
11	Design, Plans and Bid Documents	35 days	Wed 4/24/13	Wed 5/17/13	March	April	May	June	July	August	September
12	Develop Contingency Management Plan	7 days	Fri 4/26/13	Fri 4/26/13	March	April	May	June	July	August	September
13	IDNR Review of Contingency Management Plan	35 days	Fri 4/26/13	Fri 5/17/13	March	April	May	June	July	August	September
14	City Review of Final Plans	2 days	Wed 5/15/13	Sat 5/18/13	May	June	July	August	September	October	November
15	Advocate for Bids	14 days	Sat 5/18/13	Sat 5/25/13	May	June	July	August	September	October	November
16	Award Contract	14 days	Sat 5/25/13	Sat 6/1/13	May	June	July	August	September	October	November
17	Start Eastbound Construction	45 days	Fri 6/7/13	Mon 7/22/13	June	July	August	September	October	November	December
18	Start Westbound Construction	45 days	Mon 7/22/13	Thu 8/5/13	June	July	August	September	October	November	December
19	INDOT Road Closure	120 days	Mon 4/15/13	Tue 8/12/13	March	April	May	June	July	August	September



161st Street over Monon Trail**Anticipated Invoicing Schedule for Engineering Services**

Service	Invoice Amount	Invoice Date
Survey	\$ 10,000.00	5/15/2013
Design, Plans & Bid Documents	\$ 14,300.00	5/15/2013
Utility Coordination	\$ 5,200.00	5/15/2013
Cemetery Management Plan	\$ 2,600.00	5/15/2013
Design, Plans & Bid Documents	\$ 12,600.00	6/12/2013
Geotechnical Investigation	\$ 9,330.00	6/12/2013
Design, Plans & Bid Documents	\$ 12,600.00	7/10/2013
Cemetery Management Plan	\$ 900.00	7/10/2013
Total	\$ 67,530.00	

161st Street over Monon Trail**Anticipated Invoicing Schedule for Construction**

Completion	Invoice Amount	Invoice Date
25% Completion	\$ 38,750.00	7/1/2013
50% Completion	\$ 38,750.00	8/1/2013
75% Completion	\$ 38,750.00	9/1/2013
100% Completion	\$ 38,750.00	10/1/2013
Total	\$ 155,000.00	

161ST STREET OVER MONON TRAIL

PROJECT DEVELOPMENT COST ESTIMATE

Phase I - Preliminary Design Services

Survey	\$10,000 (1)
U.S. Waters Report	Not Anticipated
Regulatory Permits <i>(CIF Permit, In-Kind Replacement)</i>	Not Anticipated
Wetland Mitigation Services	Not Anticipated
Asbestos Investigation and Report	Not Anticipated
Hydraulic Analysis	Not Anticipated
Utility Coordination	\$5,200
Preliminary Design	\$14,300
TOTAL PRELIMINARY DESIGN	\$29,500

Phase I - Final Design Services

Geotechnical Investigation	\$9,330 (1)
Final Design, Plans & Contract Documents	\$25,200
Cemetery Management Plan	\$3,500 (1)
TOTAL PRELIMINARY DESIGN	\$38,030

Right-of-Way Engineering (0 Parcels) <i>(Title Work, Plans, Plans & Legals)</i>	Not Anticipated
Right-of-Way Services (0 Parcels) <i>(Appraising, Review Appraisals, Negotiations)</i>	Not Anticipated
Land Cost	Not Anticipated
TOTAL LAND ACQUISITION	\$0

Utility Relocations	TBD
---------------------	-----

Construction Estimate (year 2013)	\$155,000
Construction Inspection	\$13,000
TOTAL CONSTRUCTION	\$168,000

TOTAL PROJECT COST	\$235,530
---------------------------	------------------

(1) Phase I & II Services

Attachment 1

There are no changes at this time.



March 25, 2013

Ms. Melody Jones, CPRP, CPSI
Westfield Parks & Recreation Director
2728 East 171st Street
Westfield, IN 46074

RE: Contract for Professional Services
161st Street over Monon Trail

Dear Ms. Jones:

We are transmitting herewith two copies of the executed agreement for the referenced project. We will begin work on this contract upon receipt of a Notice to Proceed.

We are very excited to work with you and your staff. Thank you for this opportunity and we look forward to helping you make this a successful project. If you have any questions or comments, please contact our office at your convenience.

Sincerely,
UNITED CONSULTING

Chris R. Pope, P.E.
Vice President

Michael A. Rowe, P.E.
Vice President

enclosures

c: John Rogers
Jeff Larrison
File: Pending

ENGINEERING

ENVIRONMENTAL

INSPECTION

LAND SURVEYING

LAND ACQUISITION

PLANNING

**WATER &
WASTEWATER**

SINCE 1965

OFFICERS

William E. Hall, PE

Dave Richter, PE, PLS

Steven W. Jones

Christopher R. Pope, PE

B. Keith Bryant, PE

Michael Rowe, PE

PROFESSIONAL STAFF

Jerry D. Ritchie, PE

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Scott M. Siple, PE

www.ucindy.com
1625 N. Post Road, Indianapolis, IN 46219 (317) 895-2585



CITY OF
Westfield
Parks & Recreation

NOTICE TO PROCEED

To: United Consulting
1625 North Post Road
Indianapolis, IN 46219

Date: March 28, 2013

PROJECT: Monon Trail Tunnel at 161st Street – Phase 1

You are hereby notified to commence WORK in accordance with the Agreement dated March 25, 2013, on or before April 1, 2013 and you are to fully complete the WORK within the Project Development Schedule detailed in the agreement and coordinate the construction timeline to meet INDOT's scheduled closure of 161st Street. The date of completion of all WORK in Phase 1 is therefore October 31, 2013.

Owner: City of Westfield, Parks and Recreation Department

By: Melody Jones
(Print Name)

By: Melody Jones Director
(Signature) (Title)

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by:

By: _____ on _____, 201
(Print Name)

By: _____
(Signature) (Title)

CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services is made and entered into as of the 19th day of July, 2013, by and between City of Westfield ("Contracting Party") and Halverson Construction Co. Inc. ("Contractor").

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

A. **Basic Terms.** This Contract is on the following basic terms and conditions:

- (a) Goods and/or services provided by Contractor: Halverson Construction Co., Inc. (See Exhibit B attached hereto and made a part hereof).
- (b) Location: Monon Trail and 161st Street, Westfield, IN, 46074 (the "City Property")
- (c) Date by which the Services shall be completed: October 11, 2013 (the "Completion Date")
- (d) Purchase Price: One Hundred Seventy Four Thousand Nine Hundred Ninty Three and 10/100, \$174,993.10, (see Bid dated 07.09.13 - Exhibit B) Payments per approved invoiced amount and payable within forty-five (45) days following Contracting Party's receipt of an invoice at the address specified below.
- (e) Addresses:

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

City of Westfield
Attn: Melody Jones
2728 East 171st Street
Westfield, Indiana 46074

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

If to Contractor:

Halverson Construction Co, Inc
620 North 19th Street
Springfield, IL 62702

B. **Contract Terms and Conditions.** This Contract for Goods and Services is subject to the Contract Terms and Conditions set forth in paragraphs 1-25 attached hereto and made a part hereof, the Project Changes, Attachment 1, and Exhibit A and Exhibit B 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.

C. **Amendment.** No alteration, addition, deletion or modification of the Contract shall be valid or binding unless made in accordance with the provisions of paragraph 23 hereof.

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

CONTRACT TERMS AND CONDITIONS

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

2. **PERFORMANCE:** Contractor hereby agrees to provide all products, goods and services necessary to perform the requirements of this 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 Contractor to make changes in the goods and services or to otherwise change the scope of the work covered by this Contract, and Contractor 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 require.

3. **WARRANTIES:** Contractor expressly warrants that all goods and services covered by this Contract will conform to the specifications, drawings, samples, instructions, directions or descriptions furnished to or by Contracting Party, and will be performed in a timely manner, in a good and workmanlike manner and free from defect. In addition, Contractor acknowledges that Contractor knows of Contracting Party's intended use and expressly warrants that all goods and services covered by this Contract have been selected, provided or performed by Contractor based upon Contracting Party's stated use, and will be fit and sufficient for the particular purposes intended by Contracting Party. All goods and services product and workmanship warranty periods start at Substantial Completion.

4. **TIME AND PERFORMANCE:** The work and services under this Contract shall be completed no later than the Completion Date. Contractor 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 submission by Contractor. Time limits established by this detailed schedule shall be consistent with the Completion Date. Time is of the essence of this Contract. If the Contractor fails to comply with Section A; Basic Terms, Paragraph c, [Completion Date], the Contractor shall be subject to delay damages of .5% of the Contract value per day.

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

6. **DISCLOSURE, WARNINGS AND INSTRUCTIONS:** If requested by Contracting Party, Contractor shall furnish promptly to Contracting Party, in such form and detail as Contracting Party may direct, a list of all ingredients or components in the goods purchased hereunder, including the quality or concentration thereof and any other information relating thereto. Prior to and with the delivery of the goods purchased hereunder, Contractor agrees to furnish to Contracting Party sufficient warning and notice in writing (including appropriate labels on goods, containers and packing) of any hazardous material which is an ingredient or a part of any of the goods, together with such special handling instructions as may be necessary to advise the City of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in respect of such goods. Contractor 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.

7. **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 Contractor, Contracting Party, at its option, may purchase goods or services from other sources and reduce its schedules to Contractor by such quantities, without liability to Contractor, or have Contractor provide the goods from other sources in quantities and at times requested by Contracting Party at the price set forth in this Contract.

8. **LIENS:** Contractor shall not cause or permit the filing of any lien. In the event any such lien is filed and Contractor 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 Contractor's sole cost and expense. Contractor shall indemnify and hold harmless Contracting Party from and against any and all liability, loss, claims, costs and expenses, including attorneys' fees, incurred by Contracting Party in connection with any such lien.

9. **DEFAULT:** In the event Contractor commits any of the following (each, a "Default"): (a) repudiates or breaches any of the terms of this Contract, including, without limitation, Contractor's warranties; (b) fails to perform services or deliver goods as specified by Contracting Party; (c) fails to make progress so as to endanger timely and proper completion of services or delivery of goods, 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 Contractor 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 Contractor; (2) to perform or obtain, upon such terms and in such manner as it deems appropriate in its sole discretion, the goods and services which were to be provided by Contractor and Contractor shall be liable to Contracting Party for any excess costs of Contracting Party in performing or obtaining such similar goods and services; and (3) to exercise any other right or remedy available to Contracting Party at law or in equity.

10. **LIMITATION OF CONTRACTING PARTY'S LIABILITY:** Contractor agrees that Contractor 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 Contractor's remedies.

11. **REQUIRED INSURANCE AND INDEMNIFICATION:**

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

Worker's Compensation	Required.
Employer's Liability	\$2,000,000 each accident, \$2,000,000 disease each employee, and \$2,000,000 disease policy limits.
Commercial General Liability (CG0001) , including Personal Injury, Premises Operations, Completed Operations and Products coverages (for a minimum period of two (2) years after substantial completion), including (1) explosion, collapse or underground property damage hazards, and (2) damages or injury arising from defective work, 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).	\$5,000,000 Per Occurrence and \$5,000,000 General Aggregate.

Commercial Automobile Liability, including Owned, Non-Owned and Hired Car coverages.	\$5,000,000 Combined Single Limit for Bodily Injury and Property Damage.
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- (b) The insurance shall be procured from companies licensed to do business in the state in which the City property is located. Except as otherwise expressly set forth herein, coverage shall be on an occurrence basis. All insurance procured or maintained by Contractor shall be primary. Any insurance maintained by Contracting Party shall be considered excess and non-contributory. Contractor shall permit Contracting Party to examine the actual policies upon request.
- (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 where the City property is located 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 City of Westfield as an additional insured with respect to all but the Worker's Compensation 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. Contractor 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) Contractor 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 attorneys' fees) resulting or arising from any act or omission of Contractor, its agents, employees or subcontractors, 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 11, the following additional insurance coverage limits are required for survey, right-of-way services, the design; including site planning, and MEP services: \$2,000,000 per claim professional liability, with retroactive coverage to the earlier of date of execution of Contract and commencement of any work.
- (f) If Contractor 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 Contractor's behalf and offset the cost of insurance against any payments due Contractor.

12. **SAFETY**: Contractor shall 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, Contractor shall also comply with Contracting Party's Rules of Conduct, 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 Contractor. 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 12, Contracting Party shall not be required to make any further payments to Contractor 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. Contractor shall, at its expense, implement any abatement procedures recommended by such safety representative or insurer.

13. **SETOFF**: In addition to any right of setoff provided by law, all amounts due Contractor shall be considered net of indebtedness of Contractor to Contracting Party, and Contracting Party may deduct any amounts due or to become due from Contractor to Contracting Party and its affiliates and subsidiaries from any sums due or to become due from Contracting Party to Contractor.

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

15. **GOVERNMENT COMPLIANCE**: Contractor agrees to comply with all present and future federal, state and local laws, orders, rules, regulations, codes and ordinances which may be applicable to Contractor's performance of its obligations under this Contract, and all provisions required thereby to be included herein, are hereby incorporated by reference. Contractor 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.

16. **NO IMPLIED WAIVER**: The failure of either party at any time to require performance by the other party of any provision of this 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:** Contractor shall not assign or pledge this 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:** Contractor 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. Contractor 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.

19. **GOVERNING LAW:** This Contract is to be construed in accordance with and governed by the laws of the state where the City property is located.

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 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 Contractor, or (b) at any time without cause upon seven (7) days' prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to receive only payment for conforming goods delivered as of the date of termination and compensation for 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 Contractor.

23. **ENTIRE AGREEMENT:** This Contract, together with any attachments, exhibits, or supplements, specifically referenced in this Contract, constitutes the entire agreement between Contractor 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 Contractor or any individual in a management position with Contractor is discovered on the SDN list, published by OFAC, such discovery shall constitute a material breach of this Contract. Contracting Party shall promptly notify Contractor, which shall have three (3) days in which to provide to Contracting Party clear and convincing evidence that (a) neither Contractor nor any individual in a management position with Contractor is an SDN, (b) the transaction is authorized by OFAC or (c) a statutory exemption exists that permits Contracting Party to do business with Contractor. Should Contractor 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 Contractor 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. Contractor 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 Contractor 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 Contractor's failure to comply with IRCA or other immigration law. Contractor shall include this provision in any subcontracts or subordinate agreements it enters into with respect to this Agreement.

EXECUTED this 27th day of AUGUST, 2013.

Contracting Party:
City of Westfield
2728 East 171st Street
Westfield, Indiana 46074

Signature

JOHN O. ROGERS, JR.
Printed Name

DIRECTOR ENTERPRISE
Title

Contractor:
Halverson Construction Co, Inc
620 North 19th Street
Springfield, IL 62702

Signature

STEVEN V. HALVERSON
Printed Name

PRESIDENT.
Title

Date

Date

EXHIBIT A**Rules of Conduct**

In an effort to have **COMPLETE CUSTOMER SATISFACTION**, we have prepared the following Rules of Conduct. Your personnel's compliance with these rules will help us collectively acquire **COMPLETE CUSTOMER SATISFACTION**.

- ☐ Conduct yourselves in a professional manner in all areas of the City. Radios or audio equipment, other than communication, are strictly prohibited.
- ☐ No Graffiti.
- ☐ Be neat, clean and **QUIET** while in or **NEAR** occupied City spaces. Protect hallway and entries with temporary carpet runners.
- ☐ No vehicles shall be brought or parked in the buildings, or are to be parked in parking spaces outside allotted for handicapped parking.
- ☐ Proper work attire shall be required at all times.
- ☐ Only authorized personnel shall be permitted in work areas. Identification or uniforms may be required.
- ☐ **Always check in with appropriate City officials prior to beginning work in a new work area.**
- ☐ **Do not use City equipment.**
- ☐ Housekeeping is paramount. Remove all dirt and debris created by your activity. Project to be broom swept and trash removed on a daily basis and as needed by each applicable trade.
- ☐ **Smoking and the use of smokeless tobacco are prohibited on City properties.**
- ☐ Loud and/or foul language is prohibited.
- ☐ Food and drink shall not be permitted in carpeted City spaces.
- ☐ Material storage and/or debris shall not be left in unsecured areas.
- ☐ Exits and entrances shall be maintained clear and unobstructed. Securing of the work area is the responsibility of the Contractor and shall be locked at night.
- ☐ Thermostats shall not be adjusted unless the City has granted permission.
- ☐ Loading and unloading shall be in permitted area of the work site only.
- ☐ When dealing with citizens, be courteous at all times, keep all negative comments to yourself or discuss them with the City personnel.
- ☐ Special care shall be taken at all times to protect the surroundings of the work area. Dust, fumes and vapors controls shall be employed.
- ☐ **City officials shall be made aware of work that creates noxious odors. Any odiferous work is to be coordinated with the City to allow for proper advanced notification with the affected citizens.**
- ☐ **Any work that will compromise the existing utilities shall be coordinated with the City. Arrangements shall be made with the City if special access is required.**
- ☐ **No use of power actuated tools or hammer drills is permitted at an occupied City building between the hours of 7:00 AM and 5:00 PM, or as directed by City officials.**
- ☐ Only designated freight elevators that are properly protected shall be used by the contractors and Contractors.
- ☐ 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.
- ☐ Fall protection shall be worn, observed or employed when working in articulating boom lifts, scissors lifts, ladders, scaffolding and any other activity where workers are exposed to a fall and shall comply with the provisions of OSHA and IOSHA.
- ☐ Any and all "Hot Work" shall have an appropriate fire extinguisher immediately accessible and be pre-approved by the City officials.
- ☐ **All electrical service shall be properly protected with a GFCI, including the use of extension cords on permanent power.**
- ☐ **Eye protection shall be worn at all times when cutting, grinding, chipping, drilling or using power actuated tools.**

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

EXHIBIT B

See attached Bid dated 07.09.13

Attachment 1
Project Specific Changes

No project changes at this time.

PROPOSAL

To the City of Westfield, of the State of Indiana; hereinafter referred to as *OWNER*:

*Tunnel Construction Project
Monon Trail under 161st Street*

Pursuant to the legal notice that sealed proposals for the above project would be received by the City of Westfield,

The undersigned hereby tenders this bid to construct the work in accordance with the plans, profiles, drawings, specifications, and all authorized revisions for this contract which are on file in the office of the Westfield Department of Public Works; and to furnish all necessary machinery, equipment, tools, labor and other means of construction and to furnish all material specified in the manner and at the time prescribed and under the supervision and direction of the *OWNER* or his duly authorized representative and pursuant to the terms of the *Performance Bond* and the *Payment Bond* in the amounts of not less than *One Hundred Percent* of the amount of the Proposal, for the unit prices given on the attached Itemized Proposal dated July 9, 2013.

Together with this PROPOSAL, the undersigned has:

- A. Filed an Itemized Proposal with a unit price and extension for each item listed, together with a total amount for all items, based upon the unique characteristics of this contract;
- B. Executed the Form No. 96 filed herewith;
- C. Filed a properly executed Bid Bond or certified check made payable to the City of Westfield herewith in an amount greater than or equal to ten percent of the amount of this proposal;
- D. Executed the Non-Collusion affidavit filed herewith
- E. Executed the Legal Status of Bidder Form filed herewith;
- F. Filed a current Financial Statement herewith;

CONTRACTOR'S BID FOR PUBLIC WORK – FORM 96

PART I

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

Date: July 9, 2013

1. Governmental Unit (Owner): City of Westfield
2. County: Hamilton
3. Bidder (Firm): Halverson Construction Co., Inc.
Address: 620 North 19th Street
City/State: Springfield, IL 62702
4. Telephone Number: 217-753-0027
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 tunnel construction project Monon Trail under 161st Street (Governmental Unit) in accordance with plans and specifications prepared by United Consulting

1626 N. Post Rd., Indianapolis, IN and dated JULY 9, 2013 for the sum of
ONE HUNDRED SEVENTY SIX THOUSAND SEVEN HUNDRED \$ 176,783.79
46219
EIGHTY THREE & SEVENTY NINE CENTS

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 \$100,000 or more – IC 36-1-12-4)

Governmental Unit: City of Westfield

Bidder (Firm) Halverson Construction Co., Inc.

Date: July 9, 2013

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? *SEE ATTACHED*

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

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

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner

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.

SEE ATTACHED

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.) SEE ATTACHED.
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
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. UNABLE TO PROVIDE LISTING AT THIS TIME.
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
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. YES.

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 I EXPERIENCE QUESTIONNAIRE

- 1) PUBLIC WORKS PROJECTS COMPLETED FOR THE PERIOD OF ONE (1) YEAR PRIOR TO THE DATE OF THE CURRENT BID.

OWNER

MR PAUL LOETZ

DEPUTY DIRECTOR OF HIGHWAYS, REGION 2 ENGINEER

ILLINOIS DEPARTMENT OF TRANSPORTATION

700 EAST NOLAN DRIVE

OTTAWA, IL 61350

KANKAKEE COUNTY

SECTION (104 BR) I

ROUTE F&P 79C

CONTRACT NO. 66C30

\$ 49,973.44

BRIDGE REPAIR

COMPLETION DATE

OWNER

MR. JOSEPH CLOWE

DEPUTY DIRECTOR OF HIGHWAYS REGION 3 ENGINEER

ILLINOIS DEPARTMENT OF TRANSPORTATION

401 N. MAIN

PEORIA, IL 61602

1-②

PEORIA COUNTY

SECTION 72 [(CVB) BY]

FAIR ROUTE I74

CONTRACT NO. 68874

\$3,280,949.30

BRIDGE REHABILITATION SUPERSTRUCTURE REPLACEMENT

COMPLETION DATE: NOVEMBER 2012

MCDONOUGH COUNTY

SECTION 55-3HB

FAIR ROUTE 315/407

CONTRACT NO. 68440

\$4,469,032.06

NEW BRIDGE CONSTRUCTION AND GRADING

COMPLETION DATE: JUNE 2013

PEORIA

SECTION [90-14HB-1(BR)] I-1

ROUTE FAIR 74 (I-74)

CONTRACT NO. 68319

\$369,321.79

BRIDGE RUPIN BRIDGE REPLACEMENT AND STRUCTURAL

COMPLETION DATE: AUGUST 2012

1- (3)

ADAMS COUNTY

SECTION (J04B-D)1

ROUTE FAP C53

CONTRACT NO. C8B16

\$224,989.75

COMPLETION DATE: MARCH 2013

OWNER

MR. ROGER DRISKILL

DEPUTY DIRECTOR OF HIGHWAYS, REGION 3 ENGINEER

ILLINOIS DEPARTMENT OF TRANSPORTATION

126 EAST ASH

SPRINGFIELD, IL 62704

SANGAMON COUNTY

SECTION (14RS-6, 14RS-7)1

FAP ROUTE 753

CONTRACT NO. 72E12

\$164,571.27 BRIDGE DECK OVERLAY

COMPLETION DATE: AUGUST 2012

SANGAMON COUNTY

SECTION (SP 2) DM

FAP ROUTE 66

CONTRACT NO. 72E45

\$181,136.29 BUILDING RENOVALS

COMPLETION DATE: AUGUST 2012

2-①

2) PUBLIC WORKS PROJECTS NOW IN PROCESS OF CONSTRUCTION.

OWNER

MR JOSEPH CHOW

DEPUTY DIRECTOR OF HIGHWAYS REGION 3 ENGINEER

ILLINOIS DEPARTMENT OF TRANSPORTATION

401 N. MAIN ST.

PEORIA, IL. 61602

FULTON COUNTY

SECTION (39)

FA ROUTE 605 (IL 9)

CONTRACT NO. 13-09

\$549,284.14

EMERGENCY SLOPE REPAIR

COMPLETION DATE SEPTEMBER 2013

OWNER

ROCKWELL DRISKILL

DEPUTY DIRECTOR OF HIGHWAYS REGION 3 ENGINEER

ILLINOIS DEPARTMENT OF TRANSPORTATION

400 WEST WABASH

CHICAGO, IL 60601

CUMBERLAND COUNTY

SECTION (18-47-VB)K, (18-47B, 18-47HB)BK

FAP Route 70

Contract No. 74466

\$10,183,874.93

BRIDGE REMOVAL, SUPERSTRUCTURE REPLACEMENT

Completion DATE: NOVEMBER 2014

OWNER

JEFFREY KEIRN

DEPUTY DIRECTOR OF HIGHWAYS REGION 4 ENGINEER

1102 EASTPORT PLAZA

COLLINGSVILLE IL 62234

ST CLAIR COUNTY

SECTION ACF-0817(011)

FAP Route 817

Contract No. 76F75

\$1,196,010.99

STRUCTURAL STEEL REPAIRS, JOINT REPLACEMENT

Completion DATE: DECEMBER 2013

CIRCH

JEFFREY KIRK

DEPUTY DIRECTOR OF HIGHWAYS REGION 4 ENGINEER

ILLINOIS DEPARTMENT OF TRANSPORTATION

2801 W. MURPHYSBORO

CARBONDALE, ILLINOIS 62903

KASSAC COUNTY

SECTION B. SADDLE 2013-1

ROUTE F&E 24 (IE4)

CONTRACT NO. 78293

\$ 2,154,994.11

BRIDGE REPAIRS, JUMP REPLACEMENT, ASPHALT OVERLAY

COMPLETION DATE: JUNE 1, 2014

RANDOLPH COUNTY

SECTION 12 VB-1E

ROUTE F&S 858

CONTRACT NO. 76409

\$ 2,115,057.47

BRIDGE DECK REPAIRS, ASPHALT OVERLAY DECK REPLACEMENT

COMPLETION DATE: JULY, 2014

INDOT B-35754

VIGO County

Crawfordsville District

Joseph Novak

\$320,000

Bridge Rehabilitation

INDOT B-35526

Marion County

Greenfield District

Roland Fegan

\$50,000

Bridge Rehabilitation

INDOT IR-35563

Hamilton County

Greenfield District

Roland Fegan

6 million dollars

New Bridges



Illinois Department of Transportation

Certificate of Eligibility

Halverson Construction Co., Inc.

620 North 19th Street Springfield, IL 62702

Contractor No 2323

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$122,334,000.00

001	EARTHWORK	\$6,050,000
012	DRAINAGE	\$600,000
017	CONCRETE CONSTRUCTION	\$2,600,000
034	DEMOLITION	\$2,075,000
08A	AGGREGATE BASES & SURF. (A)	\$1,000,000
09C	HWY., R.R. & WATERWAY STR.	\$32,975,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/17/2013 TO 4/30/2014 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 4/18/2013.

Michael W. Jensen

Acting Engineer of Construction

Certificate of Qualification

ISSUED BY

Indiana Department of Transportation

INDIANAPOLIS, IN

April 29, 2013

TO

HALVERSON CONSTRUCTION COMPANY INC

SPRINGFIELD, IL

who has filed with the Department a Contractor's Statement of Experience and Financial Condition as required under Indiana Code 8-23-10, is hereby qualified to bid at any Department of Transportation letting in Classes of Work and within the amount and other limitation of each classification as listed below, for such period as the uncompleted work on hand from all sources does not exceed the Aggregate amount. Classification references by name or symbol are in accordance with the definitions in the Contractor's Statement of Experience and Financial Condition. This certificate supersedes any certificate previously issued, but is subject to revision or revocation according to the law, if and when changes in the financial condition of the contracting firm or other facts justify such revision or revocation.

Valid May 1, 2013 Thru April 30, 2014

AGGREGATE	\$89,622,000
0155 EROSION CONTROL	\$89,622,000
0160 EARTH RETENTION SYSTEM: GABIONS	\$89,622,000
A(B) CONCRETE PAVEMENT, LIMITED	\$3,000,000
C(A) HEAVY GRADING	\$15,000,000
C(B) LIGHT GRADING	\$15,000,000
D(A) HWY OR RR BRIDGES OVER WATER	\$89,622,000
D(B) HWY OR RR BRIDGES OVER HIGHWAYS	\$89,622,000
D(C) HWY BRIDGES REQ PROTECTION OF RR TRACKS	\$89,622,000
E(E) SMALL STRUCTURES AND DRAINAGE ITEMS	\$89,622,000
E(F) SURFACE MASONRY AND MISC CONCRETE	\$89,622,000
E(T) DEMOLITION	\$89,622,000

Karen Macdonald
PREQUALIFICATION ENGINEER

Mark A. Miller

COMMISSIONER



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room322
Springfield, Illinois 62764

Affidavit of Availability For the Letting of 8-02-13

Instructions: Complete this form by either typing or using black ink.
"Authorization to Bid" will not be issued unless both sides of this form are
completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	0	1	2	3	4	
Contract Number	COMMERCIAL	HAMILTON Co., IN. IR-35563-A	CUMBERLAND 74466		MARION Co., IN B-35526	
Contract With	SEVERAL	Reith - Riley	IDOT		INDOT	
Estimated Completion Date	Dec-13	Dec-13	Dec-14		Nov-13	
Total Contract Price	19,446,939	6,126,585	10,232,170	0	37,652	Accumulated Totals
Uncompleted Dollar Value if Prime Contractor	16,969,329	0	7,398,255	0	37,652	24,405,236
Uncompleted Dollar Value if Subcon- tractor	0	2,793,985	0	0	0	2,793,985
Total Value of All Work						27,199,221

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork	0	0	425,000	0	0	425,000
Portland Cement Concrete Paving	0	0	34,320	0	0	34,320
HMA Plant Mix	0	0	0	0	0	0
HMA Paving	0	0	0	0	0	0
Clean & Seal Cracks/Joints	0	0	0	0	0	0
Aggregate Bases & Surfaces	0	0	91,040	0	0	91,040
Highway, R.R. and Waterway Structures	0	2,793,985	4,328,564	0	25,652	7,148,201
Drainage	0	0	117,126	0	0	117,126
Electrical	0	0	0	0	0	0
Cover and Seal Coats	0	0	0	0	0	0
Concrete Construction	0	0	0	0	0	0
Landscaping	0	0	0	0	0	0
Fencing	0	0	0	0	0	0
Guardrail	0	0	0	0	0	0
Painting	0	0	0	0	0	0
Signing	0	0	0	0	0	0
Cold Milling, Planning & Rotomilling	0	0	0	0	0	0
Demolition	0	0	630,467	0	0	630,467
Pavement Markings (Paint)	0	0	0	0	0	0
Traffic C & P	0	0	350,000	0	0	350,000
COMMERCIAL	3,725,006	0	0	0	0	3,725,006
Grooving &/or Slipforming	0	0	0	0	0	0
	0	0	0	0	0	0
Totals	3,725,006	2,793,985	5,976,517	0	25,652	12,521,160

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	0	1	2	3	4
Subcontractor	SEVERAL	NONE	MCS		Sims & Pedigo
Type of work	VARIOUS		Traffic C & P		Surface Seal
Subcontract price	13,832,500		347,570		12,000
Amount Uncompleted	13,244,323		141,996		12,000
Subcontractor			Hartman-Walsh		
Type of work			Painting		
Subcontract price			64,300		
Amount Uncompleted			64,300		
Subcontractor			Howell Paving		
Type of work			HMA		
Subcontract price			1,491,062		
Amount Uncompleted			916,788		
Subcontractor			MW Fence Corp		
Type of work			Guard Rail		
Subcontract price			159,682		
Amount Uncompleted			140,782		
Subcontractor			Road Safe		
Type of work			Pavmt Marking		
Subcontract price			97,671		
Amount Uncompleted			94,713		
Subcontractor			X- Treme Seeding		
Type of work			Landscape	# 2 Cont'd	
Subcontract price			8,656		
Amount Uncompleted			8,656		
Subcontractor			Kinney Contractors	Javelina Const.	
Type of work			Pavmt Patching	Milling	
Subcontract price			126,697	75,452	
Amount Uncompleted			2,375	52,128	
Total Uncompleted	13,244,323	0	1,369,610	52,128	12,000

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me

this _____ day of _____, 20____.

Type or Print Name _____

Officer or Director

Title

Notary Public

Signed _____

My commission expires: _____

Company _____

(Notary Seal)

Address _____



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room322
Springfield, Illinois 62764

Affidavit of Availability For the Letting of 8-02-13

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completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	5	6	7	8	9 (PENDING)	
Contract Number	MASSAC 78293	FULTON D4 EMBANKMENT REPAIR		ST. CLAIR 76F75	SANGAMON	
Contract With	IDOT	IDOT		IDOT	MILORD COMPANY UPRR	
Estimated Completion Date	Dec-13	Oct-13		Dec-13	Dec-13	
Total Contract Price	2,154,994	549,284	0	1,198,010	1,838,000	Accumulated Totals
Uncompleted Dollar Value if Prime Contractor	2,154,994	549,284	0	1,198,010	0	28,305,524
Uncompleted Dollar Value if Subcon- tractor	0	0	0	0	1,838,000	4,631,985
Total Value of All Work						32,937,509

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork	0	206,030	0	0	828,000	1,459,030
Portland Cement Concrete Paving	0	0	0	0	0	34,320
HMA Plant Mix	0	0	0	0	0	0
HMA Paving	0	0	0	0	0	0
Clean & Seal Cracks/Joints	0	0	0	0	0	0
Aggregate Bases & Surfaces	0	260,118	0	0	178,000	527,158
Highway, R.R. and Waterway Structures	1,218,136	0	0	717,225	662,000	9,745,562
Drainage	0	0	0	0	0	117,126
Electrical	0	0	0	0	0	0
Cover and Seal Coats	0	0	0	0	0	0
Concrete Construction	0	11,970	0	0	172,000	183,970
Landscaping	0	0	0	0	0	0
Fencing	0	0	0	0	0	0
Guardrail	0	0	0	0	0	0
Painting	0	0	0	0	0	0
Signing	0	0	0	0	0	0
Cold Milling, Planning & Rotomilling	0	0	0	0	0	0
Demolition	182,325	0	0	71,800	0	884,592
Pavement Markings (Paint)	0	0	0	0	0	0
Traffic C & P	16,700	25,010	0	28,430	0	420,140
COMMERCIAL	0	0	0	0	0	3,725,006
Grooving &/or Slipforming	0	0	0	0	0	0
	0	0	0	0	0	
Totals	1,417,161	503,128	0	817,455	1,838,000	17,096,904

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III, Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	5	6	7	8	9
Subcontractor	MCS	SEVERAL	NONE	Christ Bros.	NONE
Type of work	Traffic C & P	VARIOUS		HMA	
Subcontract price	69,680	46,156		29,036	
Amount Uncompleted	69,680	46,156		29,036	
Subcontractor	PRI Inc.			MTC	
Type of work	Temp. Conc Barriers			Rebars	
Subcontract price	117,875			37,164	
Amount Uncompleted	117,875			37,164	
Subcontractor	Road Safe			Right Way	
Type of work	Pavmt Marking			Traffic C & P	
Subcontract price	84,655			92,355	
Amount Uncompleted	84,655			92,355	
Subcontractor	So. IL. Asphalt			Britz Painting	
Type of work	HMA			Painting	
Subcontract price	465,623			220,000	
Amount Uncompleted	465,623			220,000	
Subcontractor					
Type of work					
Subcontract price					
Amount Uncompleted					
Subcontractor					
Type of work					
Subcontract price					
Amount Uncompleted					
Subcontractor					
Type of work					
Subcontract price					
Amount Uncompleted					
Total Uncompleted	737,833	46,156	0	378,555	0

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me

this _____ day of _____, 20_____

Type or Print Name _____

Officer or Director

Title

Notary Public

Signed _____

My commission expires: _____

Company _____

(Notary Seal)

Address _____



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room322
Springfield, Illinois 62764

Affidavit of Availability For the Letting of 8-02-13

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Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	10	11	12	13	14	
Contract Number	MCDONOUGH 68A40			VIGO Co., IN B-35754	MACOUPIN 72B53	
Contract With	IDOT			INDOT	IDOT	
Estimated Completion Date	Sep-13			Dec-13	May-12	
Total Contract Price	4,718,421	0	0	317,166	1,748,036	Accumulated Totals
Uncompleted Dollar Value if Prime Contractor	606,854	0	0	317,166	1,473	29,231,017
Uncompleted Dollar Value if Subcontractor	0	0	0	0	0	4,631,985
Total Value of All Work						33,863,002

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork	200,000	0	0	0	0	1,659,000
Portland Cement Concrete Paving	0	0	0	0	0	34,320
HMA Plant Mix	0	0	0	0	0	0
HMA Paving	0	0	0	0	0	0
Clean & Seal Cracks/Joints	0	0	0	0	0	0
Aggregate Bases & Surfaces	2,124	0	0	0	0	529,282
Highway, R.R. and Waterway Structures	152,697	0	0	201,748	0	10,100,007
Drainage	15,000	0	0	0	0	132,126
Electrical	0	0	0	0	0	0
Cover and Seal Coats	0	0	0	0	0	0
Concrete Construction	0	0	0	0	0	183,970
Landscaping	0	0	0	0	0	0
Fencing	0	0	0	0	0	0
Guardrail	0	0	0	0	0	0
Painting	0	0	0	0	0	0
Signing	0	0	0	0	0	0
Cold Milling, Planning & Rotomilling	0	0	0	0	0	0
Demolition	0	0	0	0	0	884,592
Pavement Markings (Paint)	0	0	0	0	0	0
Traffic C & P	23,600	0	0	0	0	443,740
COMMERCIAL	0	0	0	0	0	3,725,006
Grooving &/or Slipforming	0	0	0	0	0	0
	0	0	0	0	0	0
Totals	393,421	0	0	201,748	0	17,692,073

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	10	10 (Cont'd)	11 & 12	13	14
Subcontractor	ALL STATES	JONES CORP.		The Almarking Co.	MCS
Type of work	PAINTING	SURVEYING		Pavmt Marking	TRAF C & P
Subcontract price	47,000	27,850		4,525	61,336
Amount Uncompleted	47,000	4,682		4,525	0
Subcontractor	LASER ELECTRIC	TEFCO		Flame On	BRITEWAY
Type of work	ELECTRICAL	SHEAR STUDS		Straighten Beams	PAVMT MARKING
Subcontract price	15,616	25,946		24,750	10,070
Amount Uncompleted	500	0		24,750	1,473
Subcontractor	MCS	HOMER TREE		Harmon Steel	XTREME SEEDING
Type of work	TRAF C & P	CLEARING		Rebars	LANDSCAPE
Subcontract price	39,830	13,500		6,821	6,475
Amount Uncompleted	8,768	0		6,821	0
Subcontractor	RA CULLINAN	ANTIGO		Highway Safety	
Type of work	HMA	PAVMT BREAKING		Traffic C & P	
Subcontract price	200,423	4,500		14,322	
Amount Uncompleted	53,799	4,500		14,322	
Subcontractor	CENTRAL LANDSCAPE	ASPHALT STONE		N.I.Spanos	
Type of work	LANDSCAPE	MILLING		Painting	
Subcontract price	41,699	10,224		42,000	
Amount Uncompleted	36,421	2,042		42,000	
Subcontractor	PARK-MARK	Prairie State Plumb		Pioneer Assc.	
Type of work	PAVMT MARKING	Water Service		Traffic Barrier	
Subcontract price	20,357	61,872		20,000	
Amount Uncompleted	15,072	40,600		20,000	
Subcontractor	I & I			Sims & Pedigo	
Type of work	GUARD RAIL			Surface Seal	
Subcontract price	20,294			3,000	
Amount Uncompleted	49			3,000	
Total Uncompleted	161,609	51,824	0	115,418	1,473

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me

this _____ day of _____, 20____.

Type or Print Name _____

Officer or Director

Title

Notary Public

My commission expires: _____

Signed _____

Company _____

(Notary Seal)

Address _____



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room322
Springfield, Illinois 62764

Affidavit of Availability For the Letting of 8-02-13

Instructions: Complete this form by either typing or using black ink.
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Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	15	16	17	18	19	
Contract Number	MARSHALL 68B16		ADAMS		SEVERAL	
Contract With	IDOT		Modjesky and Masters		35 PRIME CONTRACTORS	
Estimated Completion Date	Jul-13		Sep-13		Oct-14	
Total Contract Price	253,302	0	385,750	0	295,572	Accumulated Totals
Uncompleted Dollar Value if Prime Contractor	23,500	0	0	0		29,254,517
Uncompleted Dollar Value if Subcon- tractor	0	0	385,750	0	295,572	5,313,307
Total Value of All Work						34,567,824

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

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						Accumulated Totals
Earthwork	0	0	0	0	0	1,659,036
Portland Cement Concrete Paving	0	0	0	0	0	34,320
HMA Plant Mix	0	0	0	0	0	0
HMA Paving	0	0	0	0	0	0
Clean & Seal Cracks/Joints	0	0	0	0	0	0
Aggregate Bases & Surfaces	0	0	0	0	0	529,282
Highway, R.R. and Waterway Structures	0	0	385,750	0	0	10,485,757
Drainage	0	0	0	0	0	132,126
Electrical	0	0	0	0	0	0
Cover and Seal Coats	0	0	0	0	0	0
Concrete Construction	0	0	0	0	0	183,970
Landscaping	0	0	0	0	0	0
Fencing	0	0	0	0	0	0
Guardrail	0	0	0	0	0	0
Painting	0	0	0	0	0	0
Signing	0	0	0	0	0	0
Cold Milling, Planing & Rotomilling	0	0	0	0	0	0
Demolition	0	0	0	0	0	884,592
Pavement Markings (Paint)	0	0	0	0	0	0
Traffic C&P	7,710	0	0	0	0	451,450
COMMERCIAL	0	0	0	0	0	3,725,006
Grooving &/or Slipforming	0	0	0	0	295,572	295,572
	0	0	0	0	0	0
Totals	7,710	0	385,750	0	295,572	18,381,105

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	15	16	17	18	19
Subcontractor	BRITZ PAINTING	NONE	NONE	NONE	NONE
Type of work	PAINTING				
Subcontract price	26,500				
Amount Uncompleted	15,790				
Subcontractor	HIGHWAY TECHNO				
Type of work	TRAF C & P				
Subcontract price	20,450				
Amount Uncompleted	0				
Subcontractor					
Type of work					
Subcontract price					
Amount Uncompleted					
Subcontractor					
Type of work					
Subcontract price					
Amount Uncompleted					
Subcontractor					
Type of work					
Subcontract price					
Amount Uncompleted					
Subcontractor					
Type of work					
Subcontract price					
Amount Uncompleted					
Subcontractor					
Type of work					
Subcontract price					
Amount Uncompleted					
Total Uncompleted	15,790	0	0	0	0

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me

this _____ day of _____, 20____.

Type or Print Name _____

Officer or Director

Title

Notary Public

Signed _____

My commission expires: _____

Company

Halverson Construction Co., Inc.

(Notary Seal)

Address

620 North 19th Street

Springfield, Illinois 62702



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room322
Springfield, Illinois 62764

Affidavit of Availability For the Letting of 8-02-13

Instructions: Complete this form by either typing or using black ink.
"Authorization to Bid" will not be issued unless both sides of this form are
completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	20 EFFINGHAM 74296	21 MACOUPIN 72A94	22 (PENDING) RANDOLPH 76409	23	24	
Contract Number						
Contract With	MCCARTHY IMPROV	IDOT	IDOT			
Estimated Completion Date	Sep-12	May-12	Dec-13			
Total Contract Price	10,706,824	4,253,873	2,115,057	0	0	Accumulated Totals
Uncompleted Dollar Value if Prime Contractor	0	23,104	2,115,057	0		31,392,678
Uncompleted Dollar Value if Subcontractor	20,523	0	0	0	0	5,333,830
Total Value of All Work						36,726,508

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork	0	5,559	12,434	0	0	1,677,027
Portland Cement Concrete Paving	0	0	0	0	0	34,320
HMA Plant Mix	0	0	0	0	0	0
HMA Paving	0	0	0	0	0	0
Clean & Seal Cracks/Joints	0	0	0	0	0	0
Aggregate Bases & Surfaces	0	0	29,510	0	0	558,792
Highway, R.R. and Waterway Structures	20,523	6,141	965,468	0	0	11,477,909
Drainage	0	0	0	0	0	132,126
Electrical	0	0	0	0	0	0
Cover and Seal Coats	0	0	0	0	0	0
Concrete Construction	0	0	0	0	0	183,970
Landscaping	0	0	0	0	0	0
Fencing	0	0	0	0	0	0
Guardrail	0	0	0	0	0	0
Painting	0	0	0	0	0	0
Signing	0	0	0	0	0	0
Cold Milling, Planning & Rotomilling	0	0	0	0	0	0
Demolition	0	0	109,770	0	0	994,362
Pavement Markings (Paint)	0	0	0	0	0	0
Traffic C&P	0	0	0	0	0	451,450
COMMERCIAL	0	0	0	0	0	3,725,006
Grooving &/or Slipforming	0	0	0	0	0	295,572
	0	0	0	0	0	
Totals	20,523	11,700	1,117,202	0	0	19,530,530

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others.

For each contract described in Part I, list all the work you have subcontracted to others.

	20	21	22 (PENDING)	23	24
Subcontractor	NONE	MCS	SEVERAL		
Type of work		TRAF C & P	VARIOUS		
Subcontract price		132,451	997,855		
Amount Uncompleted		11,404	997,855		
Subcontractor		CE MAHONEY			
Type of work		HMA			
Subcontract price		173,909			
Amount Uncompleted		0			
Subcontractor		ALL STATES PAINTING			
Type of work		PAINTING			
Subcontract price		9,500			
Amount Uncompleted		0			
Subcontractor		ACCESS CONTROL			
Type of work		GUARD RAIL			
Subcontract price		33,042			
Amount Uncompleted		0			
Subcontractor		ACE			
Type of work		REBAR			
Subcontract price		243,211			
Amount Uncompleted		0			
Subcontractor		ELECTRICO			
Type of work		TRAFFIC LIGHTS			
Subcontract price		23,750			
Amount Uncompleted		0			
Subcontractor		XTREME SEEDING			
Type of work		LANDSCAPE			
Subcontract price		6,475			
Amount Uncompleted		0			
Total Uncompleted	0	11,404	997,855	0	0

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

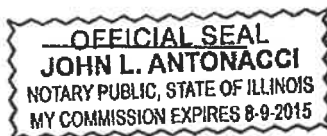
Subscribed and sworn to before me

this 1st day of July, 2013.

John L. Antonacci
Notary Public

My commission expires:

(Notary Seal)



Type or Print Name Steven V. Halverson President
Officer or Director Title

Signed *Steven V. Halverson*

Company Halverson Construction Co., Inc.

Address 620 North 19th Street

Springfield, Illinois 62702

Equipment List City of Westfield

Hougan Trail
Under 161st Street

	Halverson Construction Co. LLC
Number	Description
01-011	Milwaukee 10-1/4" Circular Saw
01-045	Hougan Model HMD904
01-048	TS420 Stihl 14" Saw NEW JULY 2008
01-070	MQ Jumping Jack
01-071	Jumping Jack
01-072	MBW Jumping Jack
01-073	MQ Jumping Jack MOD MT60HS
01-074	MBW Jumping Jack
01-087	Wacker Plate Compactor
01-088	IR Plate Compactor
01-089	MBW Plate Compactor AP2000
01-090	MBW Jumping Jack R270
01-091	Plate Compactor
01-092	Wacker Plate Compactor
01-093	Stone Compactor
01-103	Milwaukee Magnetic Drill 4270-20
01-115	Hougan Drill (right angle) Model HMD 115
01-116	Hougan Drill
01-124	Jancy Drill
01-125	Milwaukee Magnetic Drill
01-127	Hougan Drill
01-129	Jancy Drill
01-130	Black & Decker Drill
01-131	Hougan Drill (Up to 4" Hole)
01-133	Jancy Drill
01-134	Jancy Drill RD
01-135	Hougan Drill
01-136	Jancy Drill
01-137	Hougan Drill
01-138	Hougan Drill
01-139	Hougan Drill
01-140	Hougan Drill
01-141	Hougan Drill

01-142	Hougan Drill
01-144	Hougan Drill
01-145	Jancy Drill
01-146	Jancy Drill
01-147	Jancy Drill
01-152	Jancy Drill
01-156	Jancy Drill
01-167	Jancy Drill
01-168	Jancy Drill
01-177	JANCY DRILL
01-181	Hougan Drill
01-186	Hougan Drill
01-227	MagForce Drill
01-228	MagForce Drill
01-230	MagForce Drill
01-249	Hougan Drill
01-265	Husqvarna K760 Saw New 2011
01-289	RADIAL ARM SAW NEW
01-291	RADIAL ARM SAW 3525 OLD
01-292	TABLE SAW
01-293	PARTNER K700 II SAW
01-301	ST 400 Stihl Saw
01-303	ST 400 Stihl Saw
01-307	Stihl Saw
01-308	TS510A Stihl Saw
01-309	Stihl Cutoff Saw TS350
01-310	Stihl Cutoff Saw
01-311	Stihl Cutoff Saw
01-312	10" Skil Saw
01-313	ST 400 Stihl Saw
01-315	HUSQVARNA K760 SAW
01-314	Stihl Cutoff Saw
01-360	HOUGEN MOD 10904
01-379	Torque Wrench, Tohnichi QL1000F-8A 150-1000 lb/ft
01-380	Torque Wrench Proto 6141A, 0-1000 lb/ft
01-381	Torque Wrench Wright 8447 New August 2007
01-382	Torque Wrench Tohnichi DB1500F-8AS (NEW 08-11)
01-385	Skidmore
01-386	Skidmore, MS
01-388	Skidmore

01-389	Boring Bar
01-390	BORING BAR, CLIMAX 1149
01-394	Jancy Drill
01-401	Jancy MagForce Drill
01-413	Jancy MagForce Drill
01-418	Milwaukee Magnetic Drill
01-429	Hougan Drill
01-456	Jancy MagForce Drill
01-457	MagForce Drill
01-471	WEBER PLATE COMPACTOR CF2 NEW 2008
01-476	Jancy Drill
01-482	STIHL TS 400 SAW
01-486	Stihl TS4W Partner Saw
01-527	PARTNER K700 II SAW
01-608	MagForce Drill
01-614	Wacker Plate Compactor VP1550AW
01-618	MagForce Drill
01-619	MagForce Drill
01-648	STIHL TS400 Partner Saw
01-711	HUSKVARNA K760 SAW NEW 06-30-11
01-713	STIHL TS400 Saw New 04/07
01-783	HUSKVARNA K760 SAW NEW 11-2010
01-800	STIHL TS 400 SAW NEW 1 NOV 2008
01-812	HUSKVARNA CUTOFF SAW NEW SEPT 2008
01-813	MagForce Drill
01-903	MagForce Drill
01-906	STIHL TS400 Saw New 04/07
01-907	STIHL TS400 Saw New 11/07
01-933	Milwaukee Magnetic Drill
01-948	HUSKVARNA CUTOFF SAW NEW APRIL 2010
	02-000 CONCRETE BUCKETS
02-101	2.5yd CONCRETE Bucket GREEN
02-102	3/4yd CONCRETE Bucket
02-104	1/2yd CONCRETE Bucket
02-105	1.5yd CONCRETE Bucket BLUE
02-106	1.5yd CONCRETE Bucket WHITE& BLUE
02-107	3 YD CONCRETE Bucket
02-108	#449 CONCRETE Bucket 3YD

02-109	1yd Laydown CONCRETE Bucket YELLOW
02-110	3yd Laydown CONCRETE Bucket BLUE
02-111	3yd Laydown CONCRETE Bucket BLUE
02-112	1-3/4yd Wide Throat CONCRETE Bucket
02-113	1yd CONCRETE Bucket GREEN
02-114	1yd CONCRETE Bucket
02-115	1-1/2 TO 2 YD RUSTY ?
	04-000 PORTABLE GENERATORS
04-011	Powergard 5000w Generator
04-028	Tsurumi TPG3-6000HDX NEW APRIL 09
04-038	TSURIMI TPG3-7000HDXE NEW OCT 08
04-045	Tsurumi TPG3-6000 Generator
04-051	Powergard 5000w Generator
04-068	DEWALT DG4300 NEW 2010
04-082	Tsurumi 600 w Generator NEW MARCH 07
04-087	Tsurumi
04-104	Tsurumi 5000w Generator
04-105	Tsurumi Generator TPG3-4500HDX
04-106	Tsurumi 5000w Generator
04-107	Tsurumi 5000w Generator
04-108	Tsurumi 5000w Generator
04-110	Tsurumi 5000w Generator
04-115	Tsurumi 6000w Generator New 10-09
04-120	Honda 3500w Generator
04-121	Honda 5000w Generator
04-122	Wacker 5200w Generator
04-134	Tsurumi 5000w Generator
04-135	Kubota Generator
04-141	Wacker 5600w Generator
04-142	5000w Generator
04-148	6000w Tsurumi Generator
04-143	Homelite 4800w Generator
04-158	Tsurumi 6000w Generator
04-172	Tsurumi Generator TPG6000 HDX NEW JUNE 2009
04-181	Dewalt DG4300
04-182	Dewalt 4300w Generator
04-185	Tsurumi TPG3-6000 Generator
04-193	Tsurumi 6000 Watt Generator

04-194	Powergard 5000w Generator
04-197	Honda 5000w Generator
04-240	DeWalt DG4300 Generator
04-248	Tsurumi 4300w Generator NEW AUG 2007
04-272	Dewalt 4300w Generator
04-304	6000 WATT TSURUMI GENERATOR NEW 09-09
04-319	TSURUMI TPG-6000-HDX GENERATOR NEW 11-10
04-347	Tsurumi 6000 Watt Generator
04-348	Tsurumi Generator TPG3-6000 HDX
04-375	Tsurumi 4300 w Generator NEW OCT 2007
04-352	Honda 6000 W Generator 11HP
04-441	Honda 5000SX Generator
04-443	Tsurumi TPG-6000-H Generator
04-444	DEWALT GENERATOR DG 4300
04-445	Tsurumi TPG6000H Generator
04-446	Tsurumi TPG-6000H-DX Generator
04-461	TSURUMI TPG3-45 HDX GENERATOR (NEW 07/11)
04-480	Tsurumi TPG-3000 NEW JULY, 2010
04-499	Dewalt 4300w Generator
04-472	Tsurumi 5000w Generator
04-521	Tsurumi 5000w Generator
04-563	Generator 5000w
04-629	Porter Cable 6500w Generator
04-631	Wacker 5600w Generator
04-652	TSURUMI 4500W GENERATOR TPG3-4500HDX
04-653	Tsurumi 5000w Generator
04-654	Tsurumi 5000w Generator
04-655	Tsurumi 5000w Generator
04-656	Tsurumi 5000w Generator
04-661	Tsurumi 5000w Generator
04-693	Dewalt DG6000 Generator
04-758	Tsurumi 4300 Watt Generator
04-762	Tsurumi 5000w Generator
04-764	Honda 5000w Generator
04-765	Honda 5000w Generator
04-774	MULTIQUIP 6000W GENERATOR NEW 06-2010
04-766	Honda 5000w Generator
04-800	LIGHT PLANT INGERSOL RAND
04-801	LIGHT PLANT BOSS
04-802	LIGHT PLANT BOSS

04-803	LIGHT PLANT AMIDA
04-812	MULTIQUIP 6000W GENERATOR NEW 06-2010
04-900	Tsurumi 6000w Generator New 2007
04-942	Generac GP6500 Generator NEW 2010
04-957	Dewalt 2900w Generator
04-972	TSURUMI 4500W GENERATOR TPG3-4500HDX
	06-000 BARRIER LIFTERS
06-001	Silicone Gun
06-002	Barrier Lifter
06-003	KENCO BARRIER LIFTER
06-004	Barrier Lifter
06-005	Barrier Lifter
06-006	KENCO BARRIER LIFTER
06-007	KENCO BARRIER LIFTER
06-008	KENCO BARRIER LFTR MOD KL9000-09A
06-009	KENCO BARRIER LFTR MOD KL9000-09A
06-010	KENCO BARRIER LFTR MOD KL9000-09A
06-889	35 Ton Beam Clamp F-35
06-891	35 Ton Beam Clamp F-35
06-892	25 Ton Beam Clamp F-25
06-907	15 Ton Beam Clamp NS-15
06-992	15 Ton Beam Clamp F-15
06-932	15 Ton Beam Clamp F-15
	08-000 PUMPS
08-001	WATER JET PUMP
08-002	Honda 3" Pump
08-003	WATER PUMP (ON 74-550)
08-031	KOSHIN 2" PUMP SEH50S
08-044	Flygt 4" Electric Pump (NEW 03/25/11)
08-064	HOMELITE HTP3-B PUMP ON 74-549
08-035	KOSHIN KTH80 PUMP
08-067	WACKER PT3A TRASH PUMP NEW 05-29-08
08-101	POWER PUMP PQ604 (HYD for Jacks)
08-102	POWER PUMP PQ604 (HYD for Jacks)
08-103	3" WATER PUMP
08-105	2" WATER PUMP

08-106	4" WATER PUMP
08-107	3" WATER HOMLITE
08-108	2" GREEN WATER
08-109	2" ROBIN WATER
08-110	2" ROBIN PKG201T
08-111	FLYGT3"ELEC.PUMP
08-114	GRIF.W/P PUMP#-1
08-115	GRIF.W/P PUMP#-2
08-118	TSURMI 3" W/ PUMP
08-121	Multiquip 3" Pump
08-128	KOSHIN 3" PUMP KTH-80 NEW JUNE 2010
08-208	ELECTRIC POWER PUMP PUR (HYD FOR JACKS)
08-259	Flygt 4" Electric Pump (NEW 09/08/09)
08-280	CRISTY FOL. 12"
08-312	2" WACKER TRASH PUMP
08-348	HOMELITE 2" PUMP
08-402	MULTIQUIP 4" PUMP
08-420	ENERPAC HYD POWER PUMP (FOR HYD JACKS)
08-456	TSURUMI 4" PUMP (NEW JULY 2009)
08-619	MULTIQUIP 3" TRASH PUMPQP-301TH NEW 06/2010
08-635	HONDA 4" WATER PUMP
08-700	BARNES PUMP CT6LD
08-701	KOSHIN 3" PUMP KTH-80
08-702	KOSHIN 3" PUMP KTH-80 NEW 2008
08-742	WACKER 3" PUMP PT3A
	10-000 DOZERS & LOADERS
10-386	D-8-H DOZER; 270 HP
10-548	D-8-H DOZER; 270 HP
10-549	ROME KG9 CUTTER
10-775	JD 700 DOZER, 115 HP
10-860	D6N XL
10-861	CAT D6R NEW AUGUST 2007
10-970	KOM.D65PX-12 DOZ; 190HP
	11-000 DOZER ATTACHMENTS
11-101	ROOT RAKE (SHOP MADE)
11-102	ROOT RAKE (ROLAND) (NEW JUNE 2007)

	19-000 S LOADERS, MANLIFTS, FORKLIFTS
19-001	SKIDSTEER TRACKS (NEW MARCH 2012)
19-002	SKIDSTEER TRACKS (NEW MARCH 2012)
19-099	JBC 930 (DSL) 21', 2WD FORKLIFT
19-101	HYSTER ELECT. LIFT TRK MOD L60BS
19-104	MOOG-MBI 70-1/S
19-107	TEREX TB60 MANLIFT
19-171	CAT 50 MODEL GC25 FORKLIFT TYPE LP
19-190	SKIDSTEER VIBRATORY ROLLER CV-16 (NEW 7-07)
19-192	BROOM-THOMAS LDR (OPEN)
19-193	GROUSER TRACKS FOR SKID STEER
19-194	ALITEC PLANER
19-196	BROOM-GEHL LOAD SK. ST. (CLOSED)
19-387	CAT SKIDSTEER MODEL 246C (NEW FEB 2012)
19-391	CAT SKIDSTEER MODEL 246C (NEW FEB 2012)
19-437	LULL FORKLIFT 8,000 LB, 40-44'
19-505	CAT SKID STEER MODEL 246
19-645	JLG 600SC TRACK LIFT (NEW OCT 2008)
19-749	CAT DP70 FORKLIFT (NEW MAY 2012)
19-780	CAT SKID STEER MODEL 248
19-827	CAT SKIDSTEER MODEL 246C (NEW FEB 2012)
19-830	CAT SKIDSTEER MODEL 246C (NEW FEB 2012)
	20-000 TRACTORS ALL
20-322	CASE Q/TRAC TRACTOR 360 HP
20-682	NEW HOLLAND TRACTOR 360 HP
20-819	CASE Q/TRAC TRACTOR 360 HP
	28-000 CAT CHALLENGERS, SCAPERS
28-101	CAT CHAL.TRAC; 85C; 355 HP
28-102	CAT CHAL.TRAC; 85C; 355 HP
28-104	CAT CHAL.TRAC; 85C; 355 HP
28-151	REYN.SCRAPER (L) 14 C YD
28-152	REYN.SCRAPER (L) 14 C YD
28-153	REYN.SCRAPER (L) 14 C YD
28-154	REYN.SCRAPER (L) 14 C YD

28-155	REYN.SCRAPER (L) 14 C YD
28-156	REYN.SCRAPER (L) 14 C YD
28-157	REYN.SCRAPER (L) 14 C YD
28-158	REYN.SCRAPER (L) 14 C YD
28-161	REYN.SCRAPER (L) 16 C YD
28-162	REYN.SCRAPER (L) 16 C YD
29-001	LUBE STORAGE
	30-000 CRAWLER CRANES
30-104	MAINTOWAC 65W; 75T; 3 C YD
30-150	NORTH WEST 50D 60T; 1.5 C YD
30-222	MANITOWOC 222 100Ton Crane
30-530	AMERICAN 5300
30-901	TAG LINE REEL
30-902	TAG LINE REEL
30-903	TAG LINE REEL ON 30-222
	32-000 GENERATOR O/H
32-103	GENERATOR-O/H CR
32-104	GENERATOR-O/H CR
	CABLE TOOLS
32-901	CABLE REEL
32-902	CABLE REEL
	33-000 OVERHEAD & ROUGH TERRAIN CRANES
33-101	OVER-HEAD CRANE
33-102	OVER-HEAD CRANE
33-104	OH CR-L/PROFIL#1
33-105	OH CR-L/PROFIL#2
33-230	TEREX RT-230; 30 TON
33-231	TEREX RT-230; 30 TON
33-275	LORAIN HYD-RT; 27.5 TON
33-276	LORAIN HYD-RT-#2; 27.5 TON

33-280	BANTOM S688; 22 TON
33-317	GROVES RT63S #1; 30 TON
33-319	GROVE RT65S CRANE; 35 TON
33-330	CARRYDECK 3330C; 7.5 TON
33-331	SHUTTLELEFT MOD 3330ELB(DSL) 8.5 T
33-332	SHUTTLELEFT MOD 5540(DSL) 15 T
	34-000 TRACK HOE & ATTACHMENT
34-023	H-23 ROCKLAND GRAPPLE (FITS 200) (NEW 03-11)
34-034	KOMATSU 300 EXCAVATOR (JAN, 2011)
34-163	2004 JOHN DEERE 450 EXCAVATOR
34-171	GENESIS GSD70 GRAPPLE (NEW 2008)
34-186	ESCO 48" STDP BUCKET FOR 200/220 HOE
34-192	ESCO 60" DITCH BUCKET FOR 200/220 HOE
34-200	KOMATSU 200 PC200LC-? EXCAVATOR; 1 C YD
34-220	60" DITCH BUCKET FOR 200 (NEW 12/2011)
34-235	48" DIGGING BUCKET FOR 200 (NEW 12/2011)
34-281	N/JT-P/TILT
34-340	L/BELT 3400 EXCAVATOR; 1.5 C YD
34-350	KOMATSU PC 220LC-8 EXCAVATOR (NEW 05/2011)
34-422	KOMATSU PC 300LC-7
34-682	DITCHING BUCKET FOR KOMATSU 300 (NEW 01-11)
34-707	
34-801	KOMATSU PAV'T BUCKET (FITS ?)
34-802	SLAB BUCKET CF-690D/E (FITS ?)
34-850	ALLIED 9801 PLATE COMPACTOR
34-911	KOMATSU PC200LC-8 EXCAVATOR NEW DEC 2011
	36-000 GRADER & ATTACHMENT
36-335	140G BLADE; 29,170 LBS.
36-336	WIDENER ATTACH. MIDLAND
36-337	JERSEY SPREADER
36-339	140 H BLADE; 32,460LBS.
	38-000 TRENCH BOX
38-011	11" SPREADER PIN NEW 2010
38-120	120" SPREADER PIPE NEW 2010

38-168	168" SPREADER PIPE NEW 2010
38-263	8 X 20 TRENCH BOX 6M820 NEW 2010
38-322	4 X 20 TRENCH BOX 4X20 NEW 2010
	40-000 SHEEPSFOOT ROLLER
40-100	BOMAG BMP 851
40-101	BULLDOG COMPACT
40-103	SHEEPSFOOT; DIA. 60"
	44-000 SELFPROPELLED BROOM
44-944	ROSCO RB48 BROOM, 85 HP CUMMINS
	47-000 ROLLERS SELFPROPELLED
47-059	BOMAG BW177PDH-40 NEW MAY 2010
47-577	CAT 815B COMPACTOR NEW JULY 2007
47-825	CAT 825B ROLLER
	49-000 DISKS
49-101	DISK (SMALL)
49-110	ROME DISK 36"
49-119	ROME DISK - 36"
49-722	ROME DISK 28"
	50-000 WELDERS
50-005	MILLER 52 WIRE FEED (ON 50-164)
50-021	MILLER 280 WELDER
50-022	MILLER TRAILBLAZER 301D
50-058	MILLERMATIC WIRE FEED 135 AMP 907019
50-065	LINCOLN WELDER
50-101	CBI WELDER
50-104	CBI-WELDER(SHOP)
50-105	CBI-WELDER(SHOP)
50-107	WELDER (LINCOLN)
50-108	WELDER (LINCOLN)
50-109	THERMAL ARC

50-110	WELDER (LINCOLN)
50-111	WELDER (LINCOLN)
50-120	MILLER MP30E WELDER (WIRE FEED) KL
50-122	BOBCAT 225NT WELDER
50-124	BOBCAT 250NT WELDER
50-164	MILLER CP-200 (WIRE FEED)
50-165	CART FOR WIRE FEED NO. 50-164 NEW SHOP
50-213	MILLERMATIC WIRE FEED 135 AMP (KL)
50-250	LINCOLN PIPELINE WELDER (NEW JUNE 2012)
50-341	RED D ARC LN25 DIRECT FEED
50-342	LINCOLN WELDER (ON TRAILER, COMMERCIAL)
50-385	RED D ARC LN25 DIRECT FEED
50-394	LINCOLN OUTBACK 145 WELDER (NEW 10-2010)
50-397	RED D ARC EX350 WELDER
50-401	RED D ARC EX350 WELDER
50-436	MILLER SYNCROWAVE 180 SD NEW SHOP
50-540	RED D ARC LN25 DIRECT FEED
50-597	Red-D-Arc E300
50-598	Red-D-Arc D502K 5+4 Diesel, wire feed
50-599	Red-D-Arc D502K 5+4 Diesel, wire feed
50-600	MILLER DIALARC 250
50-601	MILLER DIALARC 250
50-608	MILLER DIALARC 250
50-690	HYPER THERM PLASMA CUTTER NEW SHOP
50-748	MILLERMATIC WIRE FEED 135 AMP KL
50-767	RED D ARC EX350 WELDER
50-836	RED D ARC LN25 DIRECT FEED
50-850	LINCOLN RANGER 225 WELDER
	58-000 PRESSURE WASHERS
58-012	KARCHER/SHARK DD-383537 (NEW 03-2011)
58-023	SHARK PRESSURE WASHER
58-086	DEWALT POWER WASHER DP3750
58-090	COMET 4040 POWER WASHER
58-102	EPPS MOD. CW4040C
58-103	WORKPRO 3000PSI
58-104	LANDRA PO WASHER
58-105	MITM 3004 POWER WASHER
58-107	PRESSURE WASHER

58-108	PW MOD. BD3000GHS
58-109	EPPS MOD. CW4040C
58-170	BG 3515 PRESSURE WASHER NEW 2010
58-201	BUT-WORTH WATER BLAST
58-248	WESCO STEAM CLEAN ON TRAILER
58-271	SHARK PRESSURE WASHER
58-301	BLASTRAC MODEL GPX-16-65DC SHOT BLASTER
58-572	PRESSURE WASHER (NEW APRIL 2010)
58-583	HUSQVARNA 2500 WASHER 5525 PW NEW 2008
58-657	STEAM CLEANER SHOP
58-755	MITM 3004 POWER WASHER
58-879	SHARK POWER WASHER
	60-000 COMPRESSORS
60-017	IR TWIN GAS 5GH-WB
60-053	IMT COMPRESSOR
60-050	QUINCY NAILER COMPRESSOR
60-103	COMPRES.ENGLOBLU - SMALL
60-104	KAWASAKI COMPRES - SMALL
60-107	DEWALT TWIN D55152
60-108	SUL.COMP 250DPQ
60-156	QUINCY COMPRESSOR MODEL 5120 APRIL 07
60-251	LEROI COMPRESSOR 185
60-252	LEROI COMPRESSOR; 250 CFM
60-253	LEROI 250 CFM
60-254	LEROI G200DJE
60-306	ATLASCOPCO MODEL XAS96JD (185CFM)
60-327	TWIN TANK COMPRESSOR (JAMMER) NEW 07-08
60-375	COMPRESSOR SULAI; 375 CFM
60-400	AIR COMPR-GAS 8HP - SMALL
60-442	ATLAS COPCO COMPRESSOR
60-501	PRIMESOURCE 500 ELECTRIC TWIN
60-701	ATLASCOPCO MODEL XAS96 (185CFM)
60-805	AIR COMPR QUINCY MODEL 350 18A
60-999	I R COMPRESSOR 185 NEW OCT 2007
	70-000 PICKUPS
70-203	LEASED FORD PU.

70-242	2008 FORD F250 PICKUP (NEW JAN 09)
70-250	2009 ACADIA (STEVE'S)
70-527	2005 FORD F-150 PICKUP (KYLE'S)
	71-000 OFF. & STORAGE TRAILERS
71-001	COMMERCIAL OFFICE
71-002	PAC-VAN OFFICE TRAILER 10 X 40
71-003	PAC-VAN OFFICE TRAILER 12 X 60
71-004	PAC-VAN OFFICE TRAILER 12 X 60
71-029	SATELLITE OFF TRAILER 8 X 20
71-081	RE Trailer 10 x 54 SATELLITE
71-090	OFFICE TRAILER 8 X 24
71-091	OFFICE TRAILER 8 X 24
71-093	OFFICE TRAILER 10X48 T&T SALES
71-094	DECONT. FAC. TRAILER
71-095	SAT-MOB.OFC TRAILER 8 X 36
71-096	ACTION MOBILE 8 X 30
71-097	MOB.FAC.OFFICE TRL 10 X 50
71-100	SAT. OFC. TR WHITE 8 X 36
71-106	MARK-LINE 8 x 36 TRL.
71-108	OFFICE TRAILER 10X50
71-109	MOBILE MINI#1010 RED MECHANICS
71-110	MOBILE MINI#1017
71-111	STORAGE CONTAINER
71-113	MOBILE MINI#1007
71-114	MOBILE MINI#1002
71-115	MOBILE MINI#1092
71-116	MOBILE MINI RED MECHANICS
71-117	MOBILE MINI - 8 x 10
71-118	Cargo Box
71-119	SAFE-T-BOX 8x22'
71-120	SAFE-T-BOX 8x22'
71-121	SAFE-T-BOX 8x22'
71-122	SAFE-T-BOX 8x22'
71-123	SAFE-T-BOX 8x22'
71-124	SAFE-T-BOX 8x22'
71-125	SAFE-T-BOX 8x22'
71-126	SAFE-T-BOX 8x22'
71-127	SAFE-T-BOX 8x10'

71-128	SAFE-T-BOX 8x10'
71-129	SAFE-T-BOX 8x10'
71-131	SAFE-T-BOX 8x10'
71-133	MOBILE MINI - 8 x 10 MARCH 2007
71-134	MOBILE MINI - 8 x 10 MARCH 2007
71-135	MOBILE MINI - 8 X 20 NEW 3-07 PAPER STORE
71-136	MOBILE MINI - 8 X 20 MARCH 2007
71-137	RED CARGO BOX 8 X 20
	72-000 VAN & CAR TRAILERS
72-001	TRAILMOBILE VAN TRAILER (LUBE STORAGE)
72-003	WHITE CRONKHITE TRAILER MODEL 5110E
72-004	CAR TRAILER, 2 AXLE WITH RAMPS
72-005	BELSHE TILT TRAIL;SHOT BLASTR
72-007	BIG TEX TRAILER
72-014	TRAILMOBILE VAN TRAILER (NEW MARCH 2011)
72-024	VAN TRAILER (DORSEY)
72-026	RED CRONKHITE
72-037	TRAILMOBILE VAN TRAILER
72-104	CAR TRAILER (V.H.'S), 1 AXLE
72-106	HOMEMADE CAR TRAILER (BRENTS), 1 AXLE
72-204	LASHMETT FLAT (LUBE TRAILER)
72-559	GREAT DANE VAN TRAILER (NEW MARCH 2011)
72-837	Bilrite Trailer, 2 AXLE, CAR
	73-000 LOWBOY & FLAT TRAILERS
73-001	FRUEHAUF FLATBED 45' BLACK
73-177	TRAILER, 1999 TRAN FLAT (STEPDECK)
73-304	DORSEY FLOAT TLR
73-315	DYNAWELD LOWBOY
73-316	HYSTER LOWBOY
73-346	TRANSCRAFT 48' SPLIT AXLE FLAT NEW FEB 2009
73-668	WASHBASH (STEPDECK)
73-754	TRANSCRAFT 2009 48' FLAT NEW AUGUST 2008
73-816	DORSEY TRAILER
	74-000 SPECIALTY TRAILERS

74-549	ALMONT (TANKER)
74-550	WATER TANKER TRAILER
	75-000 DIRT TRUCKS
75-101	VOLVO A35 6X6
75-102	VOLVO A35 6X6
	76-000 SERVICE TRUCKS
76-163	2004 CHEVY KODIAK (IRONWORKER)
76-286	1990 FORD L8000 FUEL & LUBE TRUCK
76-507	89 FORD F600P SERVICE TR.
76-728	2005 FORD MECHANICS TRUCK (O'DEAR)
76-795	GMC 1990 TOPKICK (CRAIN)
	79-000 SEMI-TRACTORS
79-192	
79-430	FRTLINER TRACTOR
	81-000 CONCRETE SAW & GROOVER
81-100	BRIDGE D/GROOVER PGM3000
81-101	BUMP-GRINDER
81-103	8HP WALK BEHIND
81-104	CONC SAW 65HP-#2 TARGET
81-106	NORTON 13HP SAW
81-181	EDCO PLANER CPM8-9H
81-200	HYD. CONCRETE SAW (CHAIN SAW TYPE)
81-300	CONC BEAM LIFTER
82-000	82-000 CONCRETE SPIDER
	83-000 BIDWELL & SCREEDS W. BRIDGES
83-100	BIDWELL (TRUSS) 36" M3600
83-101	BIDWELL (TRUSS) 48"
83-102	BIDWELL (BEAM) 24"
83-103	CONCRETE BELT SPREADER

83-104	P/CURB S/FORM PAV
83-105	WORK BRIDGE #1
83-106	WORK BRIDGE #2
83-107	WORK BRIDGE #3
83-108	BLITZSCREED
83-109	WORK BRIDGE#4ADJ
83-110	WORK BRIDGE#5ADJ
83-111	WORK BRIDGE #6
83-112	WORK BRIDGE #7
83-114	WALK BRIDGE 6 - 24 - 24 - 6
83-115	WALK BRIDGE 6 - 24 - 24 - 6
83-202	CMI SLIP FORM PAVER MOD SF450B '93
83-707	MBW BLITZ SCREED
83-708	MBW SCREED-1995
83-709	SIDEWALK SCREED
	85-000 COMPUTERS
85-151	DELL VOSTRO 1520-T6670
85-251	DELL LATITUDE E5520 (NEW DEC. 2011)
85-351	DELL VOSTRO 3500-i3-350m
85-352	DELL VOSTRO 3500-i3-350m
85-353	DELL VOSTRO 3500-i3-350m
85-354	DELL VOSTRO 3550 (NEW JUNE 2011)
85-361	DELL VOSTRO 360-E7500
85-381	DELL OPTIPLEX 380 - E75
85-511	HP DESIGNJET 510 42" PLOTTER
85-981	DELL OPTIPLEX 980-i5-660
	86-000 SAFETY PRODUCTS
86-940	5 MAN RESPIRATOR PANEL NEW SEPT 2011
	91-000 PILE HAMMER & SPLITTERS
91-101	ROCK SPLITTER
91-102	ROCK SPLITTER
91-104	VULCAN 800A EXTRACTOR
91-105	PILE HAMMER MKT
91-106	M-K-T DA 35C

91-107	MKT (9B3) PILE HAMMER
91-108	LEAD #1 for PILECO or M-K-T HAMMER
91-173	MOVAX SP-100
91-182	MKT-V-17 VIB. HAMMER
91-183	POWER PACK (91-182)
91-255	DELMAG D30-32 RED
91-256	LEADS FOR DELMAG
91-257	PILECO HAMMER D-19-42 RED MAY 2007
91-342	SHEET DRIVER #1
91-343	SHEET DRIVER #2
91-375	PREY DRILL
91-376	PREY POWER UNIT
91-400	PILE THREADER
91-401	PILE THREADER
91-402	PILE THREADER
91-403	PILE THREADER
91-604	TRAMAC V-32 HAMMER 5000 FT. LB. (FITS 200)
91-605	TRAMAC V-32 HAMMER 5000 FT. LB. (FITS 300)
91-612	TRAMAC V-32 HAMMER 5000 FT. LB. (NEW 01-2011)
91-622	MPK-4HYD BREAKER 750 FT LB (SKID)
91-624	I-R COMP. BH-14 IR COMPACTOR
91-625	BREAKER 350 FT LB (STANLEY)
	92-000 OFFICE, SURVEY & TEST EQUIPMENT
92-001A	BROTHER ALL IN ONE
92-001B	SWISS HAMMER
92-002A	ALL IN ONE FAX COPIER NEW AUG 2010
92-002B	CALIBRATION ANVIL
92-003	OFFICE PHONE SYSTEM
92-009	SECURITY CRAMERAS
92-010	SECURITY SYSTEM
92-014B	JAMES BOND TESTER
92-015B	JAMES BOND TESTER M/N C-7256
92-016	IBM Typewriter WW1000 New May 2010
92-018C	SKY CLIMBER CAGE
92-027C	SKY CLIMBER CAGE
92.033A	SHARP SF2022 COPIER 11 X 17
92-040A	OFFICE JET J3680 (CB071A) NEW AUGUST 2010
92-050B	THERMAL COUPLE

92-051B	THERMAL COUPLE
92-052B	THERMAL COUPLE
92-060	BERGER LEVEL 24X
92-099A	LD316 11 X 17 COPIER
92-101	BAND SAW (SHOP)
92-102	PRESS (SHOP)
92-103C	2500# BREAK BALL
92-104C	5000# BREAK BALL
92-105C	1 YD CLAM BUCKET (X2)
92-107C	BEAVER-P/H AUGER
92-108A	HP OFFICEJET 7710xi ALL-IN -ONE
92-109B	CONC AIR METER
92-118B	CONC AIR METER
92-121A	HP FAX/COPIER 300
92-122A	HP LASERJET 5000 MODEL C4111A OFFICE
92-130B	HUMBOLDT AIR METER, MODEL H-2783 NEW 03-09
92-132B	HUMBOLDT AIR METER, MODEL H-2783 NEW 06-12
92-138B	HUMBOLDT AIR METER, MODEL H-2783 NEW 03-09
92-141A	HP FAX MACHINE CB782A NEW 08-10
92-165A	HP OFFICE JET 6500
92-188	BERGER 200 LEVEL
92-212A	LD316 11 X 17 COPIER
92-214A	LD316 11 X 17 COPIER
92-221A	SHARP AL1631 COPIER
92-231	TOPCON LASER RL-H3C
92-241A	CANON PC941 COPIER
92-242A	CANON PC941 COPIER
92-244A	BROTHER 1270C FAX/COPIER
92-244	HILTI ROTATING LASER PR-16
92-249A	SHARP SF7320 COPIER
92-259A	XEROX COPIER XC540
92-267A	BROTHER INTELFAX 775
92-269A	BROTHER INTELFAX 775
92-275A	HP FAX/COPIER 300 REPAIRED 03/2010
92-276A	HP FAX/COPIER 300 REPAIRED 03/2010
92-277A	HP FAX/COPIER 700
92-293A	BROTHER DCP 7020 COPIER,PRINTER,SCAN AVH
92-294A	SHARP FAX FO1460 FAX/COPIER
92-301	WILD T-1
92-302	WILD T-16

92-303A	COMPUTER PRINTER 3940
92-303	LEICA RUGBY 300 LASER NEW SEPT 2007
92-304A	HP J3680 ALL IN ONE NEW JUNE 2010
92-304	THEO. T4150
92-305	MAG. LOC. GA-52B
92-306	LASER LB4 CALIBRATED DEC 2008
92-307	LASER MODEL 855
92-308	GROUND POSITION SYSTEM NEW DEC 2007
92-309	GROUND POSITION SYSTEM
92-310	BLADE PRO 3D TOTAL STAT ON 140H
92-311B	CONC AIR METER
92-312B	SLUMP TEST SET
92-313	ACCUBEAM LASER MODEL 6
92-314A	HP OFFICE JET J4540 ALL IN ONE
92-314B	CONC SLUMP SET
92-315B	CONC SLUMP SET
92-316B	CONC SLUMP SET
92-317B	CONC AIR METER
92-318B	CONC AIR METER
92-319	REBAR LOCATOR
92-320	SOKKIA LEVEL
92-322	SOKKIA4BII&SD433
92-323B	CONC AIR METER
92-325B	CONC AIR METER
92-326B	CONC AIR METER
92-327B	CONC.B/BREAKER
92-328B	CONC.B/BREAKER
92-329	SOKKIA B20 LEVEL
92-330	LASER BEAM ALIGNER
92-331	SOKKIA SDR33
92-332	SCH 72CD MAG. LOC.
92-333	MAGNA-TRAK 102 MAGNETIC LOCATOR
92-375	CLS LASER 731-I
92-403A	PRINTER-FAX CB071A NEW AUGUST 2008
92-478	BERGER LEVEL 26X
92-589A	CANNON PC430
92-614A	HP DESKJET PRINTER 932C
92-633A	BROTHER INTELFAX 775 FOUND MAY 2008
92-681	TOPCON AT-B4
92-731A	HP 5610 ALL IN ONE MODEL Q7310A

92-753A	XEROX PRO 133 DIGITAL COPIER/FAX OFFICE
92-773A	BROTHER INTELIFAX 1270 FAX
92-797	PROTOVALE (REBAR LOCATOR)
92-808A	BROTHER INTELIFAX 775
92-843A	BROTHER INTELIFAX 775
92-847A	BROTHER INTELIFAX 775
92-849A	CANNON MX 340 ALL IN ONE
92-882A	BROTHER 8820 ALL IN ONE
92-891	TOPCON RL-H3C LASER (NEW 2011)
92-978	PATH TRANSIT TR303
92-979	PATH TRANSIT 2
92-980	DIETZGEN A2E THEODOLITE (FRANKE)
92-981B	CONC AIR METER
92-982A	BROTHER 8820 MULTIFUNCTION
92-982	SOKKIA SET 4C (LEITZ)
92-983	SOKKIA B2/LEVEL
92-984	SOKKIA SET 4B 2
92-985	SOKKIA B21 LEVEL
92-987	PATH TRANSIT T-303
92-988	PATH TRANSIT T-303
92-989	PATH TRANSIT T-303
92-990B	SEISMOGRAPH-DS47
92-992B	SEISMOGRAPH-DS47
	93-000 GROUT PUMPS
93-001	MAYCO GROUT PUMP
93-002	GROUT PUMP-MINI
	95-000 STRIPPING UNITS
95-101	STRIPPING BUGGY
95-102	STRIPPING BUGGY
95-103	SWING-LO STR.SYS
95-104	STRIPPING BUGGY
95-105	POWER WAGON
95-106	POWER WAGON
	96-000 TRAFFIC CONTROL

96-001	QUADGUARD SYSTEM
96-002	QUADGUARD SYSTEM
96-122	ADDCO MESS. CENTER DH1000
96-123	ADDCO MESS. CENTER DH1000
96-124	ADDCO MESS. CENTER DH1000
96-203	SOLARARROW BOARD
96-288	TOWABLE SPEED SIGN NEW JULY 2008
96-299	TOWABLE SPEED SIGN NEW JULY 2008
96-303	SOL.MESS.CENT/RD
96-305	SOLAR MES.CENTER
96-306	SOLAR MES.CENTER
96-307	ADDCO MESS. CENTER
96-308	SOLAR MES.CENTER
96-309	SOLAR MES.CENTER
96-310	SOLARARROW BOARD
96-312	SOLAR ARROW BOARD
96-315	SOLAR SPEED -45MPH
96-316	SOLAR SPEED -45MPH
96-318	MCS-ARROWBOARD
96-319	MCS-ARROWBOARD IN YARD NOT ON LIST
96-321	MCS-ARROWBOARD
96-322	
96-323	MCS-ARROWBOARD
96-324	MCS-ARROWBOARD
96-325	MCS-ARROWBOARD
96-326	MCS-ARROWBOARD
96-329	MCS-ARROWBOARD
96-330	MCS-ARROWBOARD
96-331	MCS-ARROWBOARD
96-333	MCS-ARROWBOARD
96-334	MCS-ARROWBOARD
96-335	MCS-ARROWBOARD
96-336	MCS-ARROWBOARD
96-337	MCS-ARROWBOARD
96-338	MCS-ARROWBOARD
96-339	MCS-ARROWBOARD
96-340	MCS-ARROWBOARD
96-342	MCS-SPEED ZONE
96-343	MCS-SPEED ZONE
96-344	MCS-SPEED ZONE

96-345	MCS-SPEED ZONE
96-346	MCS-SPEED ZONE
96-347	MCS-SPEED ZONE
96-348	MCS-SPEED ZONE
96-349	MCS-SPEED ZONE
96-350	MCS-SPEED ZONE
96-351	MCS-SPEED ZONE
96-352	MCS-SPEED ZONE
96-353	MCS-SPEED ZONE
96-356	ARROW BOARD MSC
96-357	ARROW BOARD MSC
96-358	ARROW BOARD MSC
96-359	SPEED ZONE 45 MPH
96-361	SPEED ZONE 45 MPH
96-362	SPEED ZONE 45 MPH IN YARD NOT ON LIST
96-363	SPEED ZONE 45 MPH
96-364	SPEED ZONE 45 MPH
96-432	WANCO MESSAGE CENTER NEW JULY 08
96-433	WANCO MESSAGE CENTER NEW JULY 08
96-434	WANCO MESSAGE CENTER NEW JULY 08
96-435	WANCO MESSAGE CENTER NEW JULY 08
	97-000 MISCELLANEOUS
97-001	BUMP BUGGY (SHOP BUILT)
97-077	RHINO POST DRIVER
97-078	RHINO POST DRIVER
97-100	AIR CURTAIN DESTRUCTOR
97-201	Trailstar Boat Trailer
97-202	Merc Motor 15 HP (1999) ON 97-900
97-203	17'Tracker Boat
97-204	MERCURY 25ECA BOAT MOTOR NEW 06-2011
97-300	MAN BASKET
97-301	RUSTGO WORK PLATFORM
97-401	AL'S JON BOAT 17 FOOT (QUACHITA)
97-404	TRAILER FOR AL'S JON BOAT
97-418	TENNANT POWER SWEEPER (SHOP)
97-430	JET BAND SAW
97-486	Boat Trailer
97-500	PIN BARGE-#1 4.4 10X40

97-501	PIN BARGE-#2 4.4 8X40
97-502	PIN BARGE-#3 4.4 8X40
97-600	P/CONC.T/BRIDGE
97-877	RAMCO BAND SAW
97-900	14' Work Boat (YELLOW)
97-951	SANDBLAST POT 300 LB.
97-952	SANDBLAST POT 300 LB.
97-953	SANDBLAST POT 450 LB.
	SHOP
99-001	Tool Watch Program NEW OCT 2008
99-919	RIDGID 300 THREADER NEW NOV 07
	98-000 RADIOS & REPEATERS
98-001	H/W ADVIS.RADIO
98-052	P/PATCH.W/98-743
98-077	UNIDEN RADIO
98-122	MOTOROLA HT-90
98-131	MOTOR. REPEATER
98-138	MOTOR.RADIUS 110
98-139	MOTOR.RADIUS 110
98-144	GE MPI PORTABLE
98-146	RITRON REPEATER
98-160	UNIDEN (ALLEN)
98-164	RITRON-PATRIOT
98-187	KENWOOD REPEATER
98-208	S/DUPLEX.W98-743
98-239	MOTOROLA HT-90
98-240	CPI PHONE PATCH
98-242	MOTOROLA HT-90
98-260	GE RADIO - DAVE
98-338	KENWOOD RADIO
98-420	GEMPI PORTABLE
98-451	ICOM IC-45 RADIO FOR AIRPORTS
98-453	ICOM IC-45 RADIO FOR AIRPORTS
98-454	ICOM IC-45 RADIO FOR AIRPORTS
98-487	RITRON-PATRIOT
98-488	BASE ANTENNA

98-513	GE MPI.W/MOTOROL
98-521	GE MOTOROLA
98-531	KENWOOD MC-DTMF
98-532	KENWOOD MC-DTMF
98-533	KENWOOD MC-DTMF
98-534	GE RADIO
98-535	KENWOOD MC-DTMF
98-536	KENWOOD MC-DTMF
98-537	KENWOOD MC-DTMF
98-545	RITRON-PATRIOT
98-546	RITRON-PATRIOT
98-588	RITRON-PATRIOT
98-589	RITRON-PATRIOT
98-664	P/PATCH.W/98-146
98-732	UNIDEN (KINCAID)
98-743	SOURCE& REPEATER
98-858	MPI-II PORT RADI
98-916	GE MRI RADIO
98-987	RITRON PH. PATCH
98-988	REPEATER
	SHOP EQUIPMENT

McCarthy Improvement Company

5401 Victoria Avenue

Davenport, IA 52807

Attn: Andrew Wolf, Jr.

563-359-0321

Fax: 563-344-3717

Rieth-Riley Construction

1751 West Minnesota Street

Indianapolis, Indiana 46221

Attn: Paul Tate

317-634-5561

Fax: 317-631-6423

Growmark, Inc.

1701 Towanda, Ave

P.O. Box 2500

Bloomington, IL 61702

Attn: Lesley Sutton

309-557-6356

Fax:

Work Plan for Monon Trail under 161st – Tunnel Construction Project

Once all of the removals have been completed Halverson Construction purposes to excavate down to the bottom of the substructure grade. Drill the pre-bore holes for H-pile, and then drive the H-pile to bearing. Next, form, pour, and strip the substructure and pour the lower portions of the flowable fill. Following the substructure pours will be the superstructure work. This work will involve pouring the slab on top of the substructure work and on the grade which will be excavated out by others. Then the rest of the flowable fill will be poured. Finally the subgrade will be placed, 161st will be paved, and all other incidentals will be installed at this time.

Flame On**Heat Straightening**

12632 Wagner Road
Monroe, WA 98272
Attn: Darryl Thomas
425-397-7039
Fax: 425-397-7002

Harmon Steel**Reinforcing Steel, Sheer Stud Connectors**

1002 West Troy Street
Indianapolis, IN 46225
Attn: Michael Pritchett
317-780-5025
Fax: 317-780-5030

Highway Safety Services**Construction Signs, Temporary Pavement Markings, Removable 4"**

Box 6497
Lafayette, IN 47903
Attn: Mike Madrid
765-474-1000
Fax: 765-446-1502
Cell: 765-426-8628

Indiana Sign & Barricade, Inc.**Pavement Striping**

5240 East 25th Street
Indianapolis, IN 46218
Attn: Steve Apple
317-377-8000
Fax: 317-377-8008
Cell: 317-373-9368

Pioneer Associates**Temporary Traffic Barrier Type 2**

728 East 400 North
Albion, IN 46701
Attn: Aaron Jones
260-636-3000
Fax: 260-636-3001

Sims and Pedigo Co., Inc**Surface Seal**

Post Office Box 2694
Bloomington, IN 47402
812-333-4341
Fax: 813-876-6864

N.I. Spanos Painting, Inc.**Bridge Painting**

Post Office Box 10908
Merrillville, IN 46411
Attn: John Spanos
219-662-9092
Fax: 219-662-2805
Cell: 219-793-2172

The Airmarking Co., Inc.**Lines, Multi-Comp, 4"**

1544 North State Road 25
Post Office Box 526
Rochester, IN 46975
574-223-5817
Fax 574-223-7959

ABC Cutting Contractors, Inc.**Saw Cut Bridge Deck**

5230 Commerce Circle
Indianapolis, IN, 46237
Attn: Bill
317-296-8375
Fax: 317-885-8980

Roadsafe Traffic Systems**Maintance of Traffic**

3519 Harding St.,
Indianapolis, IN 46217
Attn: Rick Smith
317-780-1825
Fax: 317-780-1884

Javier Steel Corp.**Installed Steel CIP Decking**

8017 Catherine Lane #1
Louisville, KY
Attn: Joe Deck
502-426-2008
Fax:

Christ Bros. Asphalt Inc.**Protective Coat, Water Membrane, HMA SC 'C'**

820 South Fritz
Post Office Box 158
Lebanon, IL 62254
((618) 537-6174
Fax (618) 537-6199
E-mail: cbasphalt@sbeglobal.net
Fax (309) 697-1004

Clevenger Contractors, Inc.Steel Rail, Guardrail, Terminal Marker, TR Bar

Post Office Box 19
355 Naples Lane
Bluffs, IL 62621
(217) 754-3411
Fax (217) 754-3537

ElectricoNavigation Lt System

7706 Wagner Road
Millstadt, IL 62260
(618) 538-9500
Fax (618) 538-7878

Nollau Nurseries, Inc.Seeding, Mulching, Fertilizers

Post Office Box 327
Smithton, IL 62285
(618) 473-2667
Fax: (618) 473-2224

P&P Construction Co.Waterproof Membrane System

1132 East Lincoln Street
Riverton, IL 62561-9532
(217) 629-8544
Fax (217) 629-8547

Right Way Traffic Control, Inc.Traffic C&P, Detour Signing

8516 Southwind Drive
Freeburg, IL 62243
(618) 410-0251
Fax: (618) 539-4789

Britz Painting Co., Inc.Contain & Dispose, Clean & Paint, Watermarks & Dolphins

14256 Frazee Road
Divernon, IL 62530
217-628-3511
Fax 217-628-3315
britzpainting@mwii.net

Tefco Inc.Furnish and Install Stud Shears

P.O. Box 394
11022 Sawmill Road
Elberfeld, IN 47613
812-983-2554
812-983-4360

Bumpy's Steel Erection LLC**F&E Structural Steel****PO Box 303****East St. Louis, Illinois 62201****Phone: 618-274-0105****Fax: 618-274-0105****Hartman Walsh****Clean-Paint Structural Steel****7144 North Market Street****St. Louis, MO 63133****Phone: 314-863-1800****Fax: 314-863-6964****Hutson & Associates****QC Testing****3555 College Avenue****Alton, Illinois 62002****Phone: 618-433-9229****Fax: 618-433-9239****T.M.F. Construction Company****Sign Panel****803 Princeton Avenue****Springfield, IL 62703****Phone: 217-525-8855****Fax: 217-525-3526****AMCO Fence Company****Bridge Fence Railing****2919 S. MacArthur Blvd.****Springfield, IL 62704****Phone: 217-787-2921****Fax: 217-787-8086****Bright Horizon Contracting****PCC Sidewalk****19438 Hurricane Drive****Carlinville, IL 62626****Phone: 217-854-8873****Fax: 217-854-7147****Central Landscaping****Trees, Seeding, Erosion****12512 Mendell Road****Princeville, IL 61559****Phone: 309-385-4832****Fax: 309-385-2644**

Collins & Hermann

AMCO Fence Company

Bridge Fence Railing

2919 S. MacArthur Blvd.
Springfield, IL 62704
Phone: 217-787-2921
Fax: 217-787-8086

Bright Horizon Contracting

PCC Sidewalk

19438 Hurricane Drive
Carlinville, IL 62626
Phone: 217-854-8873
Fax: 217-854-7147

Central Landscaping

Trees, Seeding, Erosion

12512 Mendell Road
Princeville, IL 61559
Phone: 309-385-4832
Fax: 309-385-2644

Collins & Hermann

Park Benches, Sign

Panels

1215 Dunn Road, PO Box 38901-0901
St. Louis, MO 63138
Phone: 317-869-8000
Fax: 314-869-8498

Mile Markers, Bicycle Racks

Illinois Valley Paving

Bituminous

PO Box 13420
Springfield, IL 62791
Phone: 217-546-6716
Fax: 217-546-1904

Illinois Valley Paving

Bituminous

PO Box 13420
Springfield, IL 62791
Phone: 217-546-6716
Fax: 217-546-1904

If awarded the contract, the undersigned promises to prosecute the work so as to complete the contract within the time specified in the Special Provisions.

Witness our hands this 9th day of July, 2013.

Firm Name Halverson Construction Co., Inc.

Address 620 North 19th Street
Springfield, IL 62702

By: 
(Signature)

Name: Steven V. Halverson
(Printed)

Title: President
(Printed)

ITEMIZED PROPOSAL
THE MONON TRAIL UNDER 161ST STREET
TUNNEL CONSTRUCTION
Tuesday, July 09, 2013

ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
1	CONSTRUCTION ENGINEERING	LS	1.0	2500.00	2500.00
2	MOBILIZATION AND DEMOBILIZATION	LS	1.0	8800.00	8800.00
3	CLEARING RIGHT OF WAY	LS	1.0	2000.00	2000.00
4	EXCAVATION, COMMON	CYS	223.3	14	3126.20
5	TEMPORARY SILT FENCE	LFT	347.0	4.00	1388.00
6	STRUCTURE BACKFILL TYPE 1	CYS	4.0	14.00	1846.60
7	FLOWABLE BACKFILL, REMOVABLE	CYS	131.9	120.00	15828.00
8	COMPACTED AGGREGATE, NO. 53	TON	70.2	42.00	2948.40
9	MILLING, ASPHALT, 1 IN.	SYS	88.2	42.00	3704.40
10	HMA SURFACE, TYPE B	TON	8.4	320.00	2688.00
11	HMA INTERMEDIATE, TYPE B	TON	7.2	275.00	1980.00
12	HMA BASE, TYPE B	TON	14.3	210.00	3003.00
13	HARRISON MONUMENT	EACH	1.0	500.00	500.00
14	MOBILIZATION AND DEMOBILIZATION FOR SEEDING	EACH	1.0	150.00	150.00
15	MULCHED SEEDING, U	SYS	580.1	194.00	1125.39
16	PREBORED HOLE, 15'	LFT	210.0	9650	19215.00
17	PILE, STEEL H, HP 12X53	LFT	511.0	48	24528.00
18	CONCRETE, C, SUBSTRUCTURE	CYS	24.8	600	14880.00
19	REINFORCING BARS, EPOXY COATED	LBS	15092.0	1.27	19166.84
20	CONCRETE, C, SUPERSTRUCTURE	CYS	41.2	752.00	30900.00
21	PIPE, TYPE 2, CIRCULAR, 12 IN.	LFT	18.0	71.72	1290.60
22	ROAD CLOSURE SIGN ASSEMBLY	EACH	8.0	125.00	1000.00
23	DETOUR ROUTE MARKER ASSEMBLY	EACH	16.0	60.00	960.00
24	CONSTRUCTION SIGN, A	EACH	4.0	85.00	340.00
25	CONSTRUCTION SIGN, C	EACH	2.0	100.00	200.00
26	MAINTAINING TRAFFIC	LS	1.0	3000.00	3000.00
27	BARRICADE, III-A	LFT	72.00	10.00	720.00
28	BARRICADE, III-B	LFT	48.0	10.00	480.00
29	TEMPORARY TRAFFIC BARRIER, TYPE 2	LFT	40.0	66.00	2640.00
30	PEDESTRIAN SIGNAL, REMOVE AND RESET	EACH	1.0	4675.00	4675.00
31	TRANSVERSE MARKINGS, THERMOPLASTIC, CROSSWALK, WHITE, 24 IN.	LFT	70.0	12.00	840.00
32	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	LFT	90.0	2.00	180.00
33	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	LFT	90.0	2.00	180.00

TOTAL BID:

176,783.74

SUBMITTED BY: Halverson Construction Co., Inc.

SIGNATURE: Steve Halverson
TITLE: President

ADDRESS: 620 N. 19th St.
Springfield, IL 62702

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 4:20 pm this 8th day of July,

Halverson Construction Co., Inc.

(Name of Organization)

By Steven V. Halverson

President

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Illinois)
COUNTY OF Sangamon) ss

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

Subscribed and sworn to before me this 8th day of July, 2013.

My Commission Expires: 10-3-2014

County of Residence: CHRISTIAN, IL



BID OF

Halverson Construction Co., Inc.
(Contractor)

620 North 19th Street

(Address)

Springfield, IL 62702

FOR

PUBLIC WORKS PROJECTS

OF

City of Westfield

Tunnel Construction Project on the
Monon Trail under 161st Street

Filed _____

Action taken _____

BID BOND

KNOWN BY ALL PERSONS BY THESE PRESENTS THAT THE UNDERSIGNED:

BIDDER: Halverson Construction Co Inc.

as principal, and

SURETY: [Name] Fidelity and Deposit Company of Maryland

[Address] 1400 American Lane

Schaumburg, IL 60196

as Surety,

are firmly bound unto the City of Westfield, Indiana in the full and just sum of an amount equal to *TEN PERCENT* of the amount of the Principal's bid, to the payment of which, well and truly to be made, we bind ourselves jointly and severally, and our joint and several heirs, executors, administrators and assigns, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATIONS ARE SUCH THAT, whereas, the Principal is herewith submitting a bid and proposal for construction and completion of this contract in accordance with plans and specifications, which are made part of this bond;

NOW, THEREFORE, if the City of Westfield shall award the Principal the contract and the Principal shall promptly enter into a contract with the City of Westfield, then this obligation shall be void; otherwise to remain in full force, virtue, and effect.

IT IS AGREED that no modifications, omissions, or additions in or to the terms of such contract or in or to the plans or specifications therefore shall affect the obligation of such sureties on this bond.

IN WITNESS WHEREOF, we hereto set our hands and seals:

<< BIDDER >>

(Bid Bond)

Steven V Halverson

(Signature)

Steven V Halverson

(Printed)

President

(Title)

State of ~~Indiana~~ ^{Illinois}, County of Macon, SS:
Before me, the undersigned Notary Public, personally appeared;

Steven V Halverson as Principal and acknowledged the execution of the above
bond on this 9th day of July, 2013.

My Commission Expires: 7-16-17

Macon
(County of Residence)

Glenda Hoffman

(Notary Signature & Seal)

"OFFICIAL SEAL"
GLENDA HOFFMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 07-16-2017

<< SURETY >>

(Bid Bond)

Ronald A Koopman

(Signature)

Ronald A Koopman

(Printed)

Attorney-in-Fact

(Title)

State of ~~Indiana~~ ^{Illinois}, County of Macon, SS:
Before me, the undersigned Notary Public, personally appeared;

Ronald A Koopman as Surety and acknowledged the execution of the
above bond on this 9th day of July, 2013.

My Commission Expires: 7-16-17

Macon
(County of Residence)

Glenda Hoffman

(Notary Signature & Seal)

"OFFICIAL SEAL"
GLENDA HOFFMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 07-16-2017

**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 Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLEN**, 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 **Kevin J. BREHENY, Randy S. CANNADY, Linda L. HOPKINS, Ronald A. KOOPMAN, Tim R. PATTON and Daniel A. MARTINI**, all of Forsyth, Illinois, **EACH** 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 30th day of April, A.D. 2012.

ATTEST:

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



By:

Eric D. Barnes

*Assistant Secretary
Eric D. Barnes*

Thomas O. McClellen

*Vice President
Thomas O. McClellen*

State of Maryland
City of Baltimore

On this 30th day of April, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLEN**, Vice President, and **ERIC D. BARNES**, Assistant 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, deposeth 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

*Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015*



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 9th day of July, 2013



Geoffrey Delisio

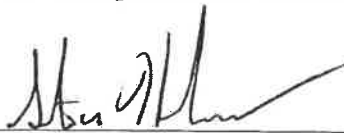
Geoffrey Delisio, Vice President

NON-COLLUSION AFFIDAVIT

STATE OF Illinois)
) SS
COUNTY OF Sangamon)

The undersigned *CONTRACTOR*, being duly sworn, on oath, says that it has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by it, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone, nor to prevent any person from bidding nor to induce 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 in any way or manner whatever.

BY



(Signature)

President

(Title)

FOR

Halverson Construction Co., Inc.

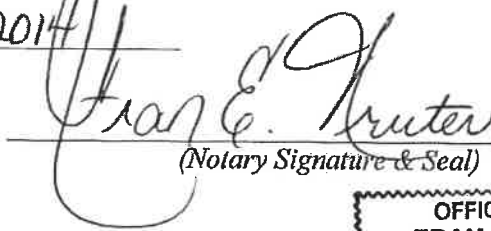
(Firm or Corporation)

Before me, the undersigned as Notary Public, personally appeared;

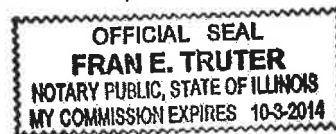
STEVEN V. HALVERSON this 8th day of July, 2013.

My Commission Expires: 10-3-2014

CHRISTIAN C. II
(County of Residence)



(Notary Signature & Seal)



LEGAL STATUS OF BIDDER

This Proposal is submitted in the name of:

Firm Name Halverson Construction Co., Inc.

The undersigned hereby designates below his business address to which all notices, directions or other communications may be served or mailed:

Street 620 North 19th Street

City Springfield, IL 62702

State Illinois

Zip Code 62702

The undersigned hereby declares that he has legal status checked below:

- ☐ INDIVIDUAL
☐ INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME
☐ CO-PARTNERSHIP (The Assumed name of the partnership is registered in the
County of _____, Indiana.
☒ CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF Illinois

The Corporation is:

- ☒ LICENSED TO DO BUSINESS IN INDIANA
☐ NOT NOW LICENSED TO DO BUSINESS IN INDIANA

The name, titles and home address of all persons who are officers or Partners in the organization are as follows:

NAME AND TITLE

HOME ADDRESS

see attached

Signed and Sealed this 8th day of July, 2013

By

Steven V. Halverson
(Signature)

Steven V. Halverson

(Printed)

President

(Title)



620 North 19th St., Springfield IL 62702
Phone 217-753-0027 / Fax 217-753-1904
www.halversonconstruction.com

STOCKHOLDERS - FINANCIAL INTEREST OF OWNERSHIP

NAME	POSITION / TITLE	PERCENTAGE OF OWNERSHIP
Steven V. Halverson 6204 Treyburn Ct., Springfield IL 62711	<u>President</u>	22.73710%
Mary D. Halverson 2405 Rosewell Point, Springfield IL 62711	<u>Executive Vice President / Corporate Secretary</u>	13.67380%
Kyle Zellers 1414 Hosta Dr., Springfield IL 62712	<u>Vice President of Operations / Treasurer</u>	1.71700%
Scott Halverson 149 Doral Drive, Springfield IL 62704	<u>Director</u>	15.46800%
Jill Halverson Meseke 9515 Old Indian Trail, Chatham IL 62629	<u>Director</u>	15.46800%
Sue Halverson Landgrebe 28 East Hazel Dell, Springfield IL 62712	<u>Director</u>	15.46800%
Terry Halverson Moody 4713 Bears Paw, Springfield IL 62711	<u>Director</u>	15.46800%
Larry Antonacci 12 Caravan Lane, Springfield, IL 62712	<u>Vice President</u>	



ENGINEERING

ENVIRONMENTAL

INSPECTION

LAND SURVEYING

LAND ACQUISITION

PLANNING

**WATER &
WASTEWATER**

SINCE 1965

OFFICERS

William E. Hall, PE

Dave Richter, PE, PLS

Steven W. Jones

Christopher R. Pope, PE

B. Keith Bryant, PE

Michael Rowe, PE

PROFESSIONAL STAFF

Jerry D. Ritchie, PE

Andrew T. Wolka, PE

Devin L. Stettler, AICP

Darryl P. Wineinger, PE

Adam C. Post, PE

Michael S. Oliphant, AICP

E. Rachelle Pemberton, PE

Timothy J. Coomes, PLS

Brian W. Craig, PE

Jon E. Clodfelter, PE

Steven R. Passey, PE

Howard A. Berberick, PE

Kurt C. Courtney, PE

Brian J. Pierson, PE

Christopher L. Hammond, PE

Paul D. Glotzbach, PE

Brian S. Frederick, PE

Jay N. Ridens, PE

Christopher J. Dyer, PE

Matthew R. Lee, PE

Joseph A. Rupp, PE

Christopher J. Wheeler, PE

William R. Curtis, PE

Jeromy A. Richardson, PE

John P. Sprague, PE

Heather E. Kilgour, PE

Adam J. Greulich, PLS

Whitney D. Neukam, PE

Kelly J. LaValley, PE

Matthew A. Taylor, PE

Josh O. Betz, PLS

Dann C. Barrett, PE

Scott G. Minnich, PE

August 13, 2013

Bryan Madson, Project Manager
Halverson Construction Co., Inc.
620 N. 19th Street
Springfield, IL 62702

RE: City of Westfield Monon Trail under 161st Street
Notice-to-Proceed

Dear Mr. Madson,

On behalf of the City of Westfield, you are hereby notified to proceed with the construction of referenced project in accordance with the terms of your Contract. The effective date of this Notice-to-Proceed is on or after the adjacent INDOT project opens 161st Street at US 31. This expected date of the INDOT road closure expiration is August 16, 2013.

Completion Time: 60 Calendar Days (from this Notice-to-Proceed)

Sincerely,
UNITED CONSULTING

Brian N. Miller
Brian N. Miller, Manager
Construction Engineering Services

Enclosures

c: City of Westfield – M. Jones
File 13-207

www.ucindy.com
1625 N. Post Road, Indianapolis, IN 46219 (317) 895-2585

ADDENDUM TO CONTRACT FOR GOODS AND SERVICES

This Addendum shall modify and, to the extent inconsistent with, amend that certain Contract for Goods and Services dated the 20th day of March, 2013 between the City of Westfield ("Contracting Party") and United Consulting ("Consultant"), as follows:

The attached United Consulting document dated August 1, 2013 (attached) will be added to the aforementioned agreement and meets the requirements listed in Paragraph 23 of said agreement.

Further, the parties acknowledge that all conditions set forth in the Contract for Goods and Services dated the 15th day of December, 2011 between the City of Westfield ("Contracting Party") and United Consulting ("Consultant"), shall remain in place through the term of the aforementioned contract.

Contracting Party:
City of Westfield
2728 East 171st Street
Westfield, Indiana 46074

Signature

Printed Name

Title

Date

Vendor:
United Consulting
1625 North Post Road
Indianapolis, Indiana 46219

Signature

Printed Name

Title

Date

1 Attest

Chris R. Pope
Vice President



ENGINEERING
ENVIRONMENTAL
INSPECTION
LAND SURVEYING
LAND ACQUISITION
PLANNING
WATER &
WASTEWATER
SINCE 1965

OFFICERS

William E. Hall, PE
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Steven W. Jones
Christopher R. Pope, PE
B. Keith Bryant, PE
Michael Rowe, PE

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Steven R. Passey, PE
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Christopher L. Hammond, PE
Paul D. Glotzbach, PE
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Jay N. Ridens, PE
Christopher J. Dyer, PE
Matthew R. Lee, PE
Christopher J. Wheeler, PE
William R. Curtis, PE
Jeromy A. Richardson, PE
Heather E. Kilgour, PE
Adam J. Greulich, PLS
Scott M. Siple, PE
Whitney D. Neukam, PE
Kelly J. LaValley, PE
Matthew A. Taylor, PE
Josh O. Betz, PLS
Dann C. Barrett, PE
Scott G. Minnich, PE
Jacob T. Blanchard, PE
Jack R. Stocks, PE

www.ucindy.com
1625 N. Post Road, Indianapolis, IN 46219 (317) 895-2585

August 1, 2013

Ms. Melody Jones, CPRP, CPSI
Westfield Parks & Recreation Director
2728 East 171st Street
Westfield, IN 46074

RE: SUPPLEMENTAL AGREEMENT
161st Street over Monon Trail

Dear Ms. Jones:

We are hereby submitting our request for a supplement to our Engineering Services Contract dated March 31, 2013. This request consists of additional work required to design Phase I of the Monon Trail Tunnel at 161st Street. This request consists of the following separate items:

1. Utility Coordination – Conflict Resolution
2. Survey – Utility Relocation Staking

UNITED has acted in good faith in working ahead on these issues prior to this request for a supplement in order to keep the project moving forward and to approach the City only one time after the final revised scope of the project was determined.

The following information provides a detailed description of items and events leading to each of these changes in scope, proposed design fee adjustments and pertinent correspondence. We have included for your reference a Summary of Professional Fees.

If you find this information to be in order, please execute this supplement as Exhibit B, Attachment No. 1 to the original Engineering Services Contract and return one copy to our office.

If you have any questions or need any additional information, please feel free to contact our office. Thank you for the opportunity to be of service.

Sincerely,
UNITED CONSULTING

Michael A. Rowe, P.E.
Vice President

Jeff Larrison
Business Development

enclosures

c: File: 13-207

PO#001881



August 14, 2013

ENGINEERING

ENVIRONMENTAL

INSPECTION

LAND SURVEYING

LAND ACQUISITION

PLANNING

**WATER &
WASTEWATER**

SINCE 1965

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Matthew A. Taylor, PE

Josh O. Betz, PLS

Scott G. Minnich, PE

Dann C. Barrett, PE

Jacob T. Blanchard, PE

Scott M. Siple, PE

Ms. Melody Jones, CPRP, CPSI
Westfield Parks & Recreation Director
2728 East 171st Street
Westfield, IN 46074

RE: SUPPLEMENTAL AGREEMENT
161st Street over Monon Trail

Dear Ms. Jones:

We are transmitting herewith two copies of the executed Supplemental Agreement for the referenced project. Please forward the Supplemental Agreement to John Rogers for signature and return one fully executed copy to our office.

If you have any questions or comments, please contact our office at your convenience.

Sincerely,
UNITED CONSULTING

Chris Pope, P.E.
Vice President

enclosures

c: John Rogers
Jeff Larrison
File: 13-207

www.ucindy.com
(317) 895-2585
1625 N. Post Road, Indianapolis, IN 46219



SUPPLEMENTAL AGREEMENT

MONON TRAIL TUNNEL AT 161ST STREET

July 2013



1625 N. POST ROAD
INDIANAPOLIS, INDIANA 46219
PHONE: 317-895-2585
FAX 317-895-2596
WEB: WWW.UCINDY.COM



Supplemental Agreement:
MONON TRAIL TUNNEL AT 161ST STREET
PHASE I

ITEM #1 – UTILITY COORDINATION – CONFLICT RESOLUTION

The original agreement included a task for Utility Coordination to coordinate a field check and discuss potential utility conflicts with the proposed construction. Coordination of relocations and review of work plans was not anticipated with the Phase I design services.

During project development, fiber optic lines owned by AT&T were found to be located under the existing Monon Trail. Additional fiber optic lines owned by the City of Westfield were identified adjacent to the south edge of 161st Street. Both of these facilities were in conflict with the Phase I tunnel construction.

AT&T's fiber optic lines are contained in a 3' diameter steel conduit that runs along the East side of the trail. Relocating this facility was estimated to cost \$500,000 and could not be completed within the City's schedule. The tunnel alignment was shifted to the West to avoid impacting AT&T's facilities.

The Phase I construction was shifted just north of the South edge of pavement of 161st Street to avoid impacting the fiber optic lines owned by the City of Westfield. Shifting the Phase I tunnel construction to the North created a conflict with the overhead powerlines on the North side of 161st Street which would interfere with the pile driving operations.

Additional utility coordination efforts, including phone calls, email correspondence, meetings and work plan review were required with Duke Energy to discuss options for relocating their facilities which could be completed without delaying the Phase I construction. The additional coordination required to resolve the utility conflict with the proposed construction was not included in the scope of the original agreement.

The additional utility coordination was a necessary task required to maintain the project schedule, the desired scope of work and to complete the Phase I tunnel construction within the programmed budget.

The following is a summary of the requested supplemental fees for this item:

<u>Item Description (Contract Phase)</u>	<u>Supplemental Fee</u>
Utility Coordination	\$2,900
Requested Supplemental Fee for this Item	Total: \$2,900



Meeting Minutes

1625 N. Post Road, Indianapolis, IN 46219 (317) 895-2585 www.ucindy.com

ITEM No. 1



May 9, 2013

Ms. Melody Jones, CPRP, CPSI
Director Parks and Recreation
Westfield Parks Department
2728 East 171st Street
Westfield, IN 46074

RE: Monon Trail Tunnel at 161st Street
Utility Coordination Meeting

Dear Ms. Jones:

A utility coordination meeting was held on May 8, 2013 at City Hall in Westfield. The following people were in attendance:

- | | |
|-------------------|-------------|
| • Mayor Andy Cook | Westfield |
| • Melody Jones | Westfield |
| • Mark LaBarr | Duke Energy |
| • Jeff Larrison | UNITED |
| • Brian Frederick | UNITED |

The objective of the meeting was to discuss the relocation of Duke Energy's facilities and the impact this will have on the Phase I construction schedule of the Monon Trail Tunnel at 161st Street. During the meeting, the following information was discussed:

1. Mr. Frederick explained the intent of the Phase I construction is to construct a concrete slab structure under existing 161st Street while 161st Street is closed for the construction of the interchange at US 31 (August 15 - October 15).
2. Phase II construction will include completion of the tunnel and retaining walls along the Monon Trail. Plans for the Phase II construction will be developed when funds are available for construction. UNITED has set the trail alignment and profile grade to accommodate the future construction.
3. Duke Energy has overhead power lines along the North side of the proposed Phase I construction that will be in conflict with the pile driving operations.
4. Mayor Cook asked if the power to this line could be cut within the project limits during construction. Mr. LaBarr stated that the line is single phase and is not part of a loop that would provide redundancy to the customers serviced by this line.
5. Mr. Frederick presented a drawing showing the limits of the proposed Phase I and Phase II construction. The drawing showed a second line along the South side of 161st Street that would bypass the North line and allow it to be taken out of service during the pile driving operations.
6. Mr. LaBarr asked how long the pile driving operations would take to complete. Mr. Frederick stated that he anticipated this operation would be completed within 2-3 days.

Monon Tunnel at 161st Street
May 9, 2013
Page 2 of 2

7. Ms. Jones stated the importance of Duke relocating their facilities prior to the start of construction on August 15th. The City intends to take advantage of the closure of 161st Street required for the construction of the adjacent INDOT interchange project and not further inconvenience motorists by extending this closure. Mr. LaBarr stated that Duke is committed to relocating their facilities prior to the construction start date of August 15, 2013.
8. Mr. LaBarr said Duke Energy will start work on the relocation plan after receiving final plans from UNITED. Mr. Frederick stated that a final plan and profile sheet will be presented to Melody Jones for approval on or before May 17, 2013. After the plans are approved they will be submitted to Cindy Rowland of Duke Energy so she can start preparing the relocation plan.

The above minutes reflect our understanding of the discussions and decisions made at this meeting. If you have any questions, additions, or comments, please contact our office at your convenience.

Sincerely,
UNITED CONSULTING *MAX*

Brian S. Frederick

Brian S. Frederick, P.E.
Project Team Leader

enclosures

c: All Attendees
Cindy Rowland
File 13-207

Frederick, Brian

From: Frederick, Brian
Sent: Friday, April 26, 2013 3:43 PM
To: Melody Jones
Subject: RE: Monon Tunnel at 161st Street

Melody,

Thursday at 1 PM works for us. We'll see you at your office.

In regards to a temporary relocation to the North, we don't have enough room to clear the overhead power lines for the pile driving. This is a result of shifting the structure to the West to avoid impacting the Westfield fiber optic line that runs below the Monon Trail. We have sent Duke a drawing that shows a relocation of their facilities along the South side of 161st Street that would avoid conflicts with Phase I and Phase II construction. We are waiting on a response from Duke to get an idea of the cost and anticipated timeframe for this relocation. We should have an answer from them prior to our meeting.

Brian S. Frederick, P.E.
Project Team Leader
UNITED CONSULTING
(317) 895-2585
brianf@ucindy.com
www.ucindy.com

From: Melody Jones [<mailto:mjones@westfield.in.gov>]
Sent: Friday, April 26, 2013 3:29 PM
To: Frederick, Brian
Subject: RE: Monon Tunnel at 161st Street

Hi Brian,

The only time I have next Thursday would be at 1PM, will that work for you?

Also, Can't we have Duke do a temporary relocate north of 161st on the Monon Corridor just long enough to complete the project? I don't understand why that could not be done for the 60 days we need them out of the way.

*Melody Jones, CPRP, CPSJ
Director Parks and Recreation
2728 East 171st Street
Westfield, IN 46074
317-339-9068 cell
317-804-3190 fax*

Do not follow where the path may lead. Go instead where there is no path and leave a trail.
~Ralph Waldo Emerson

From: Frederick, Brian [<mailto:brianf@ucindy.com>]
Sent: Friday, April 26, 2013 3:23 PM

To: Melody Jones
Subject: Monon Tunnel at 161st Street

Melody,

Our original proposal assumed phase I of the tunnel project could be built without any utility relocations. Duke has an overhead facility that will be in conflict with the pile driving operations and they have indicated that the earliest they can relocate their facilities is September. This relocation will not allow the contractor sufficient time to complete the phase I construction within the closure window for 161st Street which ends on October 15th.

Chris Pope and I would like to meet with you next week to discuss options moving forward on the Monon Tunnel project. Are you available to meet next Thursday (5/2) afternoon?

Brian S. Frederick, P.E.
Project Team Leader
UNITED CONSULTING
(317) 895-2585
brianf@ucindy.com
www.ucindy.com

This message contains confidential information and is intended only for the recipients. If you are not a recipient you should not disseminate, distribute or copy this e-mail. Please notify mjones@westfield.in.gov immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. E-mail transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. Melody Jones therefore does not accept liability for any errors or omissions in the contents of this message, which arise as a result of e-mail transmission. If verification is required please request a hard-copy version.

Supplemental Agreement:
MONON TRAIL TUNNEL AT 161ST STREET
PHASE I

ITEM #2 – SURVEY – UTILITY RELOCATION STAKING

Duke Energy's final relocation plan included re-routing the existing overhead facilities through a 2" conduit buried below the Phase I tunnel construction. Duke Energy requested that the proposed pile locations and the alignment of their proposed facility be staked in the field for the relocation crew. United was instructed by the Westfield Parks Department to complete the staking and performed this service on July 8, 2013. Staking for the utility relocation was not included in the scope of the original agreement.

The staking for the utility relocation was a necessary task required to maintain the project schedule, the desired scope of work and to complete the Phase I tunnel construction within the programmed budget.

The following is a summary of the requested supplemental fees for this item:

<u>Item Description (Contract Phase)</u>	<u>Supplemental Fee</u>
Survey	\$1,400
Requested Supplemental Fee for this Item	Total: \$1,400

SUMMARY OF FEES:

The following is a summary of the total requested fee supplement:

<u>Item Description (Contract Phase)</u>	<u>Supplemental Fee</u>
Utility Coordination	\$2,900
Survey	\$1,400
Total Requested Supplemental Fee	Total: \$4,300



Frederick, Brian

From: Melody Jones <mjones@westfield.in.gov>
Sent: Wednesday, July 03, 2013 11:19 AM
To: Frederick, Brian
Subject: RE: Monon Tunnel @ 161st Street

Thanks Brian

*Melody Jones, CPRP, CPSI
Director Parks and Recreation
2728 East 171st Street
Westfield, IN 46074
317-339-9068 cell
317-804-3190 fax*

Do not follow where the path may lead. Go instead where there is no path and leave a trail.
~Ralph Waldo Emerson

From: Frederick, Brian [<mailto:brianf@ucindy.com>]
Sent: Wednesday, July 03, 2013 11:16 AM
To: Melody Jones
Subject: Re: Monon Tunnel @ 161st Street

Got it. We will be out early next week to complete the staking. I'll follow up with Duke to let them know we will have everything staked a week ahead of their schedule.

Brian Frederick

On Jul 3, 2013, at 10:03 AM, "Melody Jones" <mjones@westfield.in.gov> wrote:

Brian

Yes, we will want United to perform this staking. Please prepare the supplemental agreement.

*Melody Jones, CPRP, CPSI
Director Parks and Recreation
2728 East 171st Street
Westfield, IN 46074
317-339-9068 cell
317-804-3190 fax*

Do not follow where the path may lead. Go instead where there is no path and leave a trail.
~Ralph Waldo Emerson

From: Frederick, Brian [<mailto:brianf@ucindy.com>]
Sent: Tuesday, July 02, 2013 2:00 PM
To: Melody Jones
Subject: FW: Monon Tunnel @ 161st Street

Melody,

Duke needs the proposed location of their facilities and the pile locations for the Monon Tunnel staked. Staking was not part of our original agreement. Our surveyor has provided me with a fee of \$1,400 to complete the staking and he has a crew available to start next Monday or Tuesday. Please let me know by July 5th if you want United to perform this additional work and I will prepare a supplemental agreement.

Thank you,

Brian S. Frederick, P.E.
Project Team Leader
UNITED CONSULTING
(317) 895-2585
brianf@ucindy.com

See what's new at United Consulting [NEWS](#)

From: Rowland, Cindy [<mailto:Cindy.Rowland@duke-energy.com>]
Sent: Tuesday, July 02, 2013 11:05 AM
To: Frederick, Brian
Cc: Melody Jones
Subject: Monon Tunnel @ 161st Street

Brian, I have 2 crews scheduled for the City's relocation project on 161st Street. The first crew will be on site by 7/15. I will need some staking done in order to call in locates for next week.

Would you please stake our UG cable crossing at the Monon and also stake the north and south piling location on both sides of the Monon. I will need the current and proposed elevation for all 6 markings.

Let me know when you think this will be completed. I will need to have locates called in and all crew meetings completed by mid next week, so if you could have the staking completed by 7/10, that would be great.

I will be out of the office until next week. Thanks

Cindy Rowland | Major Projects

Duke Energy
317-776-5341 office | 317-431-4762 cell
317-776-5330 fax
cindy.rowland@duke-energy.com

This message contains confidential information and is intended only for the recipients. If you are not a recipient you should not disseminate, distribute or copy this e-mail. Please notify mjones@westfield.in.gov immediately by e-mail if you have

161ST STREET OVER MONON TRAIL

PROJECT DEVELOPMENT COST ESTIMATE

	ORIGINAL TOTALS	SUPPLEMENTAL FEE	CURRENT TOTALS - REV 7/30/13
Phase I - Preliminary Design Services			
Survey	\$10,000 (1)	\$1,400	\$11,400 (1)
U.S. Waters Report	Not Anticipated		Not Anticipated
Regulatory Permits <i>(CIF Permit, In-Kind Replacement)</i>	Not Anticipated		Not Anticipated
Wetland Mitigation Services	Not Anticipated		Not Anticipated
Asbestos Investigation and Report	Not Anticipated		Not Anticipated
Hydraulic Analysis	Not Anticipated		Not Anticipated
Utility Coordination	\$5,200	\$2,900	\$8,100
Preliminary Design	\$14,300		\$14,300
TOTAL PRELIMINARY DESIGN	\$29,500	\$4,300	\$33,800
Phase I - Final Design Services			
Geotechnical Investigation	\$9,330 (1)		\$9,330 (1)
Final Design, Plans & Contract Documents	\$25,200		\$25,200
Cemetery Management Plan	\$3,500 (1)		\$3,500 (1)
TOTAL PRELIMINARY DESIGN	\$38,030		\$38,030
Right-of-Way Engineering (0 Parcels) <i>(Title Work, Plans, Plats & Legals)</i>	Not Anticipated		Not Anticipated
Right-of-Way Services (0 Parcels) <i>(Appraising, Review Appraisals, Negotiations)</i>	Not Anticipated		Not Anticipated
Land Cost	Not Anticipated		Not Anticipated
TOTAL LAND ACQUISITION	\$0		\$0
Utility Relocations	TBD		Pending
Construction Estimate (year 2013)	\$155,000		\$174,000
Construction Inspection	\$13,000		\$13,000
TOTAL CONSTRUCTION	\$168,000		\$187,000
TOTAL PROJECT COST	\$235,530		\$258,830

(1) Phase I & II Services



ENGINEERING

ENVIRONMENTAL

INSPECTION

LAND SURVEYING

LAND ACQUISITION

PLANNING

WATER &
WASTEWATER

SINCE 1965

OFFICERS

William E. Hall, PE

Dave Richter, PE, PLS

Steven W. Jones

Christopher R. Pope, PE

B. Keith Bryant, PE

Michael Rowe, PE

PROFESSIONAL STAFF

Andrew T. Wolka, PE

Devin L. Stettler, AICP

Michael S. Oliphant, AICP

E. Rachelle Pemberton, PE

Timothy J. Coomes, PLS

Jon E. Clodfelter, PE

Steven R. Passey, PE

Brian J. Pierson, PE

Christopher L. Hammond, PE

Paul D. Glotzbach, PE

Brian S. Frederick, PE

Jay N. Ridens, PE

Christopher J. Dyer, PE

Matthew R. Lee, PE

William R. Curtis, PE

Jeromy A. Richardson, PE

Heather E. Kilgour, PE

Adam J. Greulich, PLS

Caleb C. Ross, PE

Dann C. Barrett, PE

Scott G. Minnich, PE

Jim R. Lesh, PE

Nicholas J. Kocher, PE

Jennifer L. Hart, PE

Jeffrey R. Andrews, PE

Kelton S. Cunningham, PE

Jonathan M. Korff, PE

Braun S. Rodgers, PE

Chris J. Andrzejewski, PE

Greg J. Broz, PE

John E. Harstad, PE

Asad A. Khan, PE

Joshua D. Gonya, PE

www.ucindy.com
(317) 895-2585
1625 N. Post Road, Indianapolis, IN 46219

September 5, 2017

Mr. Phil Sundling, PE
City of Westfield Engineer
2706 E 171st Street
Westfield, Indiana 46074

RE: Engineering Study Proposal
Monon Trail at 161st Street

Dear Mr. Sundling:

We are pleased to present our proposal for Engineering Services to study options for crossing 161st Street with the Monon Trail in Westfield, IN. The study will include the following items:

1) Comparison of underpass vs. overpass with recommendation

We propose to complete the Engineering Study for a lump-sum not-to-exceed amount of \$13,600. The Engineering Study will be submitted for review within 45 calendar days from receipt of notice to proceed.

If you find this proposal to be in order we will provide an engineering services agreement for these services. We look forward to providing professional services related to this important project that will benefit the citizens of Westfield.

If you have any questions or comments, please contact our office at your convenience.

Sincerely,
UNITED CONSULTING

Chris R. Pope, PE
Vice President

Enclosures

c: Jeff Larrison

File (Pending)



8440 Allison Pointe Blvd., Suite 200
Indianapolis, Indiana 46250
Bus. (317) 895-2585
Fax (317) 895-2596

Approved

Westfield, City of
Jeremy Lollar
2728 East 17th Street
Westfield, IN 46074

Invoice number 19214-04
Date 03/05/2020

By Johnathon Nail 03/23/2020 4:36:39 PM

Project 19-214 Monon Trail Underpass at 161st Street

For Professional Services rendered after January 31, 2020 through February 12, 2020

Submit Invoice via e-mail to: ap@Westfield.in.gov
CC copy of Invoices via e-mail to dshoe@Westfield.in.gov
Attach Schedule to Invoice

Original Contract Not to Exceed \$460,190 (Dated 10/23/2019)

Westfield Project Manager: Jeremy Lollar
Westfield Project Number:
PO Number:

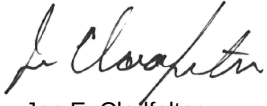
Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
Field Survey	22,500.00	100.00	22,500.00	22,500.00	0.00
Geotechnical Investigation	27,000.00	0.00	0.00	0.00	0.00
Regulatory Permits (Rule 5, HC Outlet Permit)	7,000.00	0.00	0.00	0.00	0.00
Utility Coordination	35,600.00	11.00	3,560.00	3,916.00	356.00
Subsurface Utility Engineering	19,200.00	99.13	19,033.66	19,033.66	0.00
Project Design and Plan Development	298,800.00	7.50	16,264.00	22,404.00	6,140.00
Project Renderings	9,500.00	0.00	0.00	0.00	0.00
Post-Bid Design Services	10,800.00	0.00	0.00	0.00	0.00
Right-of-Way Engineering (3 Parcels):					
Title Work (\$550 Ea. x 3 Searches)	1,650.00	0.00	0.00	0.00	0.00
Right-of-Way Engineering (\$2,500 Ea. x 3 Parcels)	7,500.00	0.00	0.00	0.00	0.00
Right-of-Way Staking (\$550 Ea. x 3 Parcels)	1,650.00	0.00	0.00	0.00	0.00
Subtotal	10,800.00	0.00	0.00	0.00	0.00
Land Acquisition Services (3 Parcels):					
R/W Management (\$1,450 Ea. x 3 Parcels)	4,350.00	0.00	0.00	0.00	0.00
Value Appraisal (\$1,830 Ea. x 2 Parcels)	3,660.00	0.00	0.00	0.00	0.00
Short Form Appraisal (\$2,690 Ea. x 1 Parcels)	2,690.00	0.00	0.00	0.00	0.00
Buying (\$1,930 Ea. x 3 Parcels)	5,790.00	0.00	0.00	0.00	0.00
Condemnation Support (\$2,500 Ea. x 1 Parcel)	2,500.00	0.00	0.00	0.00	0.00
Subtotal	18,990.00	0.00	0.00	0.00	0.00
Total	460,190.00	14.74	61,357.66	67,853.66	6,496.00

Invoice total **6,496.00**

Aging Summary

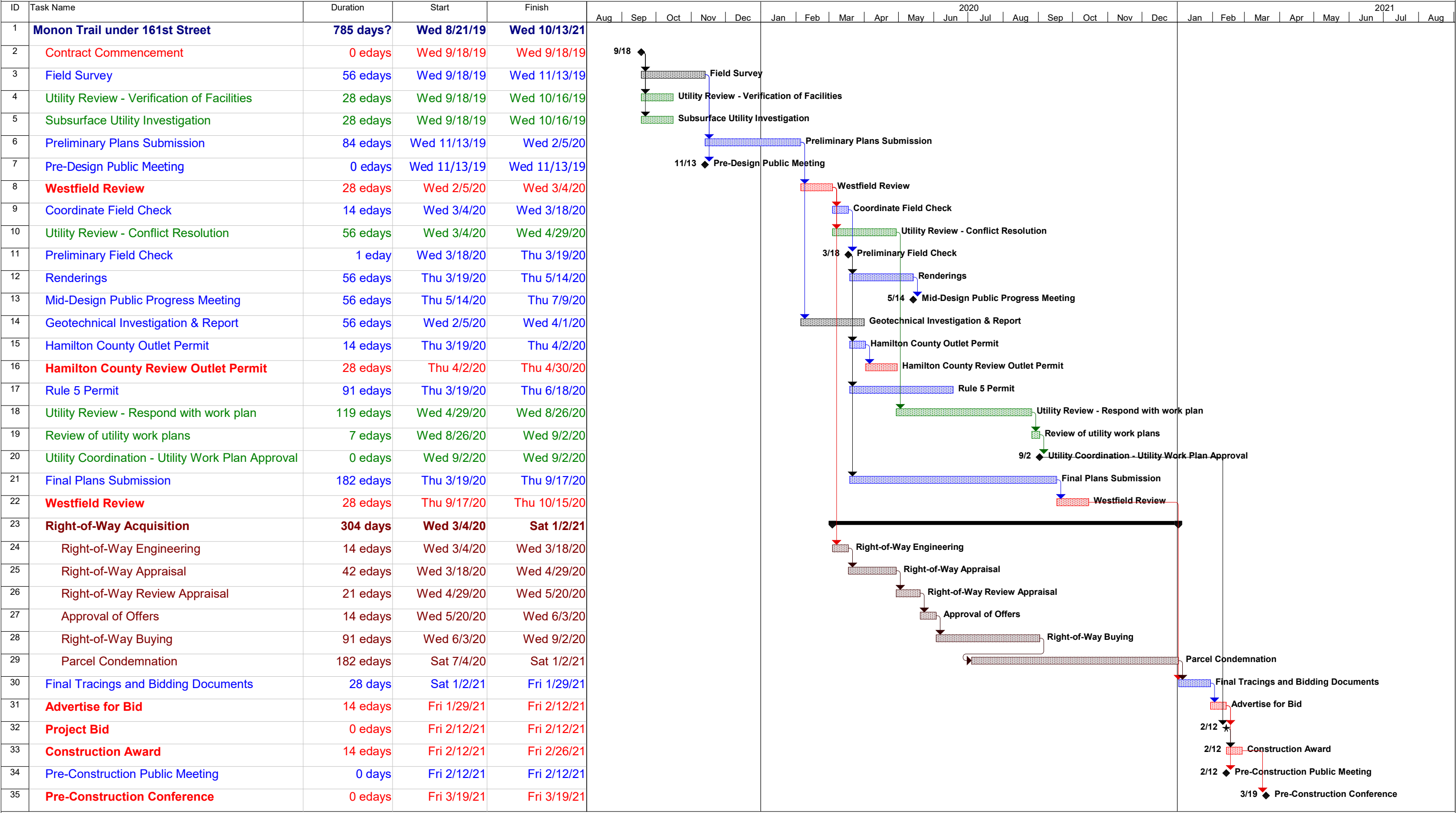
Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
19214-02	01/13/2020	33,407.22		33,407.22			
19214-03	02/07/2020	8,990.44	8,990.44				
19214-04	03/05/2020	6,496.00	6,496.00				
	Total	48,893.66	15,486.44	33,407.22	0.00	0.00	0.00

Approved by:

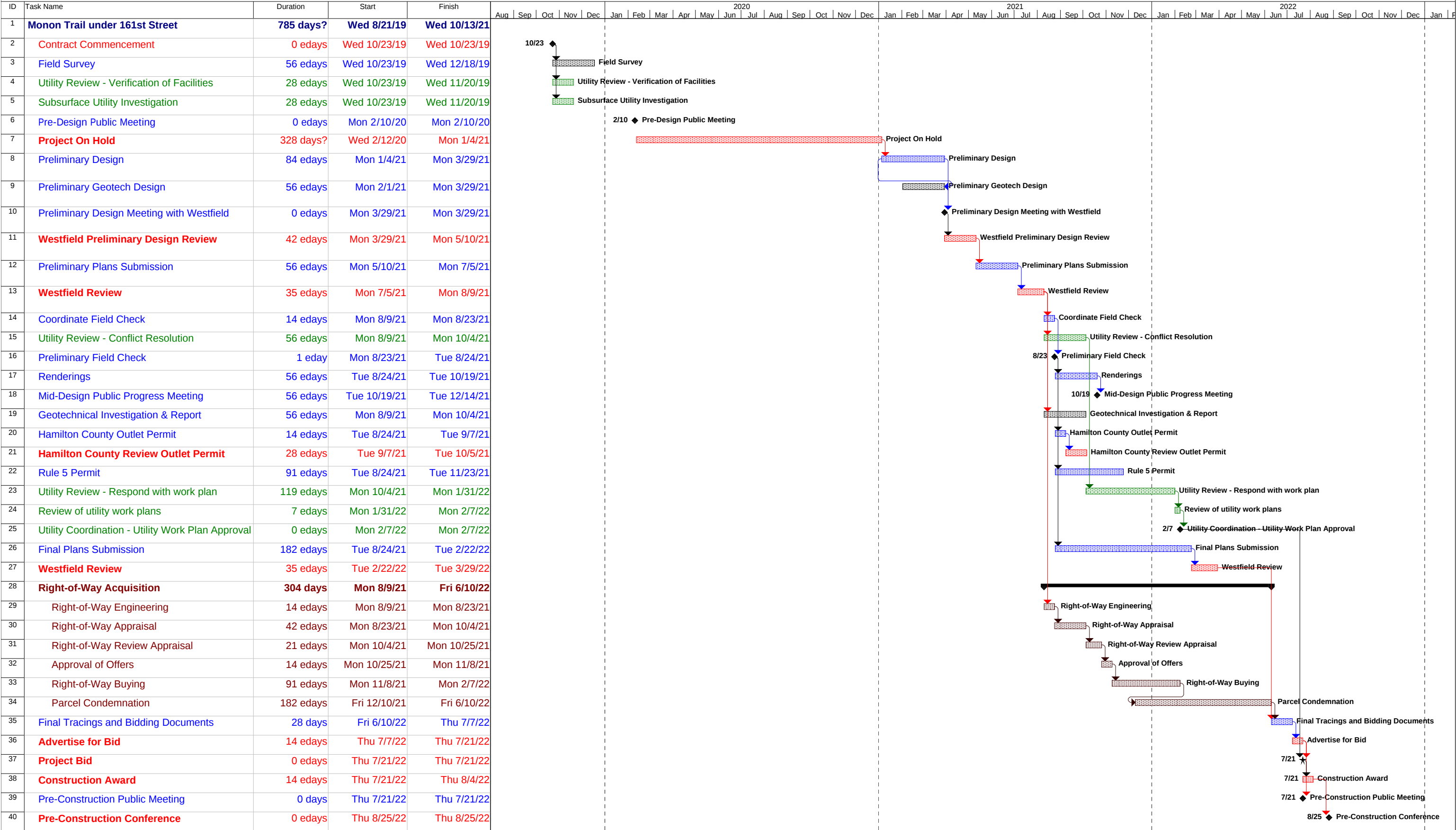


Jon E. Clodfelter
Manager Bridge Department

City of Westfield
Monon Trail under 161st Street



City of Westfield
Monon Trail under 161st Street



PROFESSIONAL SERVICES AGREEMENT



This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made by and between **City of Westfield, Indiana** by and through the Board of Public Works and Safety, ("CLIENT") and **UNITED CONSULTING**, an Indiana corporation ("UNITED CONSULTING").

WITNESSETH



WHEREAS, UNITED CONSULTING desires to provide, and CLIENT desires for UNITED CONSULTING to provide, certain professional services to be performed with respect to **Monon Trail Underpass at 161st Street Project** ("Project"), subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the promises, the mutual covenants and undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section I – Services by UNITED CONSULTING

The engineering services to be performed by UNITED CONSULTING are described in Appendix "A" attached hereto, and made a part hereof, and are referred to herein as the "Services".

Section II – Information and Services to be furnished by CLIENT

The information and services to be furnished by the CLIENT are as set out in Appendix "B", which is attached to this Agreement, and incorporated herein by reference.

Section III – Commencement of Services and Schedule

UNITED CONSULTING shall commence performance under this Agreement upon execution by the parties and shall provide the Services hereunder in accordance with the Schedule contained in Appendix "C", which is attached to this Agreement, and incorporated herein by reference.

Section IV - Compensation

For all Services rendered by UNITED CONSULTING under this Agreement, CLIENT agrees to pay UNITED CONSULTING on the basis of fees and charges established in Appendix "D", which is attached to this Agreement, and incorporated herein by reference.

Section V – Term and Termination

1. Term

This Agreement shall commence upon execution by the parties and shall continue until completion of the Services and deliverables as set forth in Appendix "C" or unless terminated as set forth below.

2. Termination

CLIENT reserves the right to terminate or suspend this Agreement upon five days advance written notice to UNITED CONSULTING. Upon termination of this Agreement, UNITED CONSULTING shall deliver all Work Product (as defined herein) to CLIENT. The dollar amount for any earned but unpaid Services performed by UNITED CONSULTING shall be based upon an estimate of the portions of the total Services completed by UNITED CONSULTING through the effective date of termination, which estimate shall be as made by CLIENT in the exercise of its honest and reasonable judgment for all Services to be paid for on a lump sum basis and shall be based upon an audit by CLIENT of those Services to be paid for on a cost basis or a cost plus fixed fee basis as described in Section IV hereof.

Section VI - General Provisions

1. Subcontracting

It is recognized that UNITED CONSULTING may engage subcontractors to perform a portion of the work under this Agreement. The engagement of subcontractors by UNITED CONSULTING shall not relieve UNITED CONSULTING of any responsibility for the fulfillment of this Agreement. No subcontractor shall subcontract any portion of its work under this Agreement.

UNITED CONSULTING will include a term requiring compliance with all applicable Code of Ethics and Conflict of Interest Policies of the CLIENT in any agreement with a subcontractor for the fulfillment of work under this Agreement.

2. Ownership of Documents

All reproducible materials prepared by UNITED CONSULTING or its subcontractors in connection with this Agreement, alone or in combination with others, on any and all media, in whole or in part, and all copies thereof, whether created before, during, or after the term of this Agreement (collectively, the "Work Product") will be the property of CLIENT.

UNITED CONSULTING shall be allowed to retain copies of all documents included in the Work Product, unless prohibited for reasons of security and as mutually agreed by both parties.

UNITED CONSULTING agrees that written agreements with any and all subcontractors used by UNITED CONSULTING to fulfill UNITED CONSULTING's obligations hereunder shall contain language substantially similar to that of this Subsection to assign to CLIENT all Work Product by such subcontractors, and to require cooperation with UNITED CONSULTING on the same terms and conditions as set forth herein.

The provisions of this Subsection shall survive the expiration, suspension, abandonment, termination, or completion of this Agreement.

3. Access to Records

Full access to the work during the progress of the Services shall be available to the CLIENT. UNITED CONSULTING and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred under this Agreement and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three (3) years from the date of final payment for Services is made by the CLIENT to UNITED CONSULTING.

4. Liability for Damages

UNITED CONSULTING assumes all risk of loss, damage or destruction to the work product, to all of its materials, tools, appliances and property of every description, and for injury to or deaths of its employees or agents arising out of or in connection with the performance of this Agreement, excluding that which occurs due to the acts or failure to act of any third party, and excluding that which is caused by the CLIENT.

5. General Liability Insurance

- a. Amounts and Coverage. UNITED CONSULTING shall procure and maintain at its expense insurance of the kind and in the amounts set forth in Appendix "E" by companies authorized to do such business in the State of Indiana covering all Services and related activities performed by UNITED CONSULTING.
- b. Evidence of Insurance. Before commencing its Services, UNITED CONSULTING shall furnish to CLIENT a certificate, or certificates, showing that it has complied with this Section VI.5.b, which certificate or certificates, shall also designate CLIENT as an additional named insured. The policies shall not be changed or canceled unless thirty (30) days prior written notice has been given to CLIENT.

6. Workmen's Compensation

UNITED CONSULTING shall be responsible for providing all necessary unemployment and Worker's Compensation Insurance for its employees. UNITED CONSULTING shall provide the CLIENT with a certificate of insurance indicating that it has complied with this requirement.

7. Changes in Work

- a. Prior Approval. UNITED CONSULTING shall not commence any additional services or change of scope until authorized by the CLIENT.
- b. Additional Services. Additional services may include, but not be limited to:
 - i. Services associated with significant changes in the scope, extent, or character of the portions of the Project required by, but not limited to, changes in scope, complexity or schedule and revisions required by changes in applicable laws and regulations or due to any other causes beyond UNITED CONSULTING's control.
 - ii. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation or other dispute resolution process related to the Project that does not involve a claim against UNITED CONSULTING or a claim that is based on an alleged act of negligence or breach of contract by UNITED CONSULTING.
 - iii. Subject to other provisions of this Agreement, additional or extended services during the Project made necessary by (1) emergencies or Acts of God endangering the Project site, (2) an occurrence of a hazardous environmental condition, (3)

damages to CLIENT facilities caused by fire, flood or other cause, (4) acceleration or deceleration of the Project Schedule involving services beyond normal working hours, (5) significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages, and (6) default or failure to perform by other consultants.

8. Non-Discrimination and Code of Ethics

UNITED CONSULTING and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of the Services under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

UNITED CONSULTING shall comply with all applicable Code of Ethics and Conflict of Interest Policies of the CLIENT.

9. Safety

- a. Responsibility. UNITED CONSULTING shall be directly responsible for the safety requirements and programs applicable to its own employees, its subcontractors and other parties with whom it has contracted to perform Services with respect to the Project.
- b. Compliance. UNITED CONSULTING's safety program shall comply with applicable federal, state and local statutes, rules, regulations and ordinances. UNITED CONSULTING shall report to CLIENT, in writing, any injury or accident at the Project site involving its employees, its subcontractors or other parties for which it is responsible, within forty-eight (48) hours or a shorter period of time if required by law.
- c. Notification. UNITED CONSULTING shall not be responsible for the safety requirements or programs applicable to any other person or entity involved with the Project other than UNITED CONSULTING and its subcontractors.

10. Independent Contractor

CLIENT and UNITED CONSULTING are acting in an individual capacity in the performance of this Agreement and will not act as agents, employees, partners, joint venturers or associates of one another. 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. Neither party will assume any liability for any injury (including death) to any persons, nor damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors of the other party. UNITED CONSULTING shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.

11. Indemnification

UNITED CONSULTING agrees to indemnify the CLIENT for all claims and liability due to the negligent acts of UNITED CONSULTING or its subcontractors, agents or employees.

12. Notification

All written notices required by this Agreement shall be sent to the parties at the following addresses by Certified Mail, Return Receipt.

CLIENT:

*Mr. Jeremy Lollar
Director of Public Works
City of Westfield
2706 East 171st Street
Westfield, Indiana 46074*

UNITED CONSULTING:

*United Consulting
Dave Richter, PE, PLS
President
8440 Allison Pointe Boulevard, Suite 200
Indianapolis, Indiana 46250*

13. Authority to Bind United Consulting

As used in this Agreement, UNITED CONSULTING refers to United Consulting Engineers, Inc. d/b/a UNITED CONSULTING. Further, the signatory for UNITED CONSULTING represents that he/she has been duly authorized to execute this Agreement on behalf of UNITED CONSULTING and has obtained all necessary or applicable approvals to make this Agreement fully binding upon UNITED CONSULTING when his/her signature is affixed hereto.

14. Successors and Assignees

This Agreement is binding upon and shall inure to the benefit of CLIENT and UNITED CONSULTING and their respective successors and permitted assigns. UNITED CONSULTING shall not assign this Agreement without the written consent of CLIENT.

15. Entire Agreement; Amendments

This Agreement and its Appendices, each of which is incorporated herein by reference and made a part of this Agreement, constitutes the entire Agreement of the parties with regard to the subject matter hereof and supersedes all prior discussions or agreements concerning any subject matter related hereto. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to principles respecting conflicts of laws. Subject to Section 19, any action pursuant to this Agreement shall be brought and tried in a court of competent jurisdiction in Marion County, Indiana, and each party hereby irrevocably consents to the personal and subject matter jurisdiction of any such court and waives any objection to such jurisdiction and venue.

17. Non-Waiver

It is agreed and acknowledged that no action or failure to act by CLIENT or UNITED CONSULTING as to a breach, act or omission of the other shall constitute a waiver of any right or duty afforded either of them under this Agreement, as to any subsequent breach, act or omission of the other nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereof, except as may be specifically agreed in writing. No right conferred on either party under

this Agreement shall be deemed waived and no breach of this Agreement excused unless such a waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

18. Invalid Provisions

If any part of this Agreement is later found to be contrary to, prohibited by or invalid under applicable law, rules or regulations, that provision shall not apply and shall be omitted to the extent so contrary, prohibited or invalid, but the remainder of this Agreement shall not be invalidated and shall be given full force and effect insofar as possible.

19. Dispute Resolution

Any dispute arising out of this Agreement that cannot be resolved through informal discussions between the parties, shall be subject to this Section.

- a. The parties agree that the existence of a dispute notwithstanding, the parties shall continue without delay to carry out all of their respective responsibilities under this Agreement.
- b. Should any dispute arise with respect to this Agreement that cannot be resolved through informal discussions between the parties, a party shall serve written notice to the other party outlining the details of the dispute and demanding mediation. No later than twenty (20) days from the date of the notice demanding mediation, the parties shall confer to discuss the selection of the mediator and agree upon other mediation procedures.
- c. Submission of a dispute under this Agreement to a mediation procedure shall be a condition precedent to filing litigation. No litigation shall be initiated by either party unless the mediation has been completed (unsuccessfully) or a party has failed to participate in a mediation procedure.

[Signature page follows]

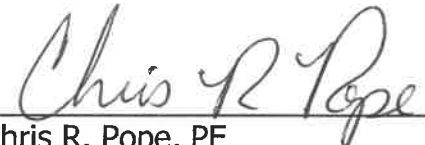
IN WITNESS WHEREOF, the parties hereto have executed this Agreement.



UNITED CONSULTING

BY: 

Dave Richter, PE, PLS
President

BY: 

Chris R. Pope, PE
Vice President

DATE: October 15, 2019

CLIENT
City of Westfield – Board of Public
Works and Safety

BY: 

Jeremy Lollar, Director of Public Works

BY: 

BY: 

DATE: 10-23-19

ATTEST: 

Appendices

- Appendix A** - Services by UNITED CONSULTING
- Appendix B** - Information and Services to be provided by CLIENT
- Appendix C** - Project Schedule
- Appendix D** - Compensation
- Appendix E** - Insurance

Services by UNITED CONSULTING***A. FIELD SURVEY***

1. UNITED CONSULTING shall provide the field survey required for preparation of design plans in conformance with the requirements of the "INDOT Design Manual, Part III, Location Surveys", a copy of which is on file with Indiana Department of Transportation and same is incorporated herein by reference and is made part hereof.
2. The Field Survey shall be integrated with the United States Public Land System and physical monumentation as necessary in accordance with Title 865 IAC 1-12 et sequentia.

B. GEOTECHNICAL INVESTIGATION & ENGINEERING

1. UNITED CONSULTING shall make or cause to be made a geotechnical investigation necessary for the design of the proposed project.
2. Borings shall extend sufficiently in depth to obtain characteristic data for proper design of the retaining walls and structure foundation. UNITED CONSULTING shall backfill bore hole or cause to be backfilled in accordance with current industry standards.
3. The geotechnical recommendations shall include retaining wall design for cut wall and fill wall applications.
4. In the event more extensive borings, samplings, or testing are determined to be necessary by UNITED CONSULTING'S Geotechnical Engineer while

exercising reasonable engineering judgment and the cost of the work performed will exceed Geotechnical Investigation Fee specified in Appendix "D" of this Agreement, the work to provide such additional service shall be considered a major change in the scope of work.

C. REGULATORY PERMITS

1. Regulatory Permits

- a. UNITED CONSULTING shall prepare a Rule 5 permit for the Indiana Department of Environmental Management (IDEM).
- b. UNITED CONSULTING shall prepare an outlet permit for the Hamilton County Surveyors Office.

2. Additional Environmental Services

If UNITED CONSULTING is required to provide additional Environmental Services not listed above, the work to provide such additional service shall be considered a major change in the scope of work.

D. UTILITY COORDINATION

1. UNITED CONSULTING shall coordinate with the utility companies located within or adjacent to the right-of-way in accordance with 105 IAC 13 and the Indiana Design Manual.

E. SUBSURFACE UTILITY ENGINEERING

1. Industry Standard of Care- All aspects of the Subsurface Utility Engineering (SUE) performed under this contract will be in accordance with ASCE Standard 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" and industry standards as of the date this

scope is approved.

2. Surface geophysical method will be utilized to interpret the presence of subsurface utilities and use electromagnetic equipment to detect and designate the selected subsurface utilities.
3. Ground Penetrating Radar (GPR) will be performed in an attempt to locate any utilities or features that are conductive and non-conductive in nature.
4. Paint markings or flags will be provided to show the approximate horizontal position of the desired utilities. CARDNO will prepare and provide field sketches depicting approximate locations of the utilities to the surveyors for field collection. The field sketches will also be accompanied by a SUE point sheet, depicting each utility line designated in the field along with the number of points (flags) that are to be collected on each line.
5. Air/Vacuum Subsurface Utility Locating – Quality Level A (QLA) will be performed. The following operations are included:
 - a. Coordinate test hole operations with individual utility companies as required.
 - b. Excavate a maximum of fifteen (15) test holes to expose the selected utility at a specific conflict point.
 - c. Excavate test holes by vacuum excavation or hand digging as to prevent damage to wrappings, coatings, or other protective coverings.
 - d. Follow ASCE Standards for Collection and Depiction of Existing Subsurface Utility Data.
 - e. Back fill and compact test holes in 6" lifts with excavated material.
 - f. Restore pavement cuts with replacement of high-performance asphalt patch to a minimum thickness of the existing pavement. In the event the test hole is excavated in a grassy area, the area disturbed will be restored to the condition prior to excavation.
 - g. Provide cleanup of work site to equal or better condition before excavation.

F. PROJECT DESIGN AND PLAN DEVELOPMENT

1. UNITED CONSULTING shall be responsible for the design and plans for the roadway and bridge project development. UNITED CONSULTING shall prepare Contract Plans, Special Provisions to the Standard Specifications and Cost Estimates for the construction of the project, which shall be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: American Association of State Highway and Transportation Officials, "A Policy on Geometric Design of Highways and Streets", Indiana Department of Transportation Standard Specifications, Road and Bridge Memoranda, and Road and Bridge Design Manuals except as modified by Supplemental Specifications and Special Provisions, if any. The Cost Estimates shall be prepared according to the current practices of the Indiana Department of Transportation and shall include all types of work required for the complete construction of the project, including all temporary work necessary in connection therewith.
2. UNITED CONSULTING shall complete a constructability review at the preliminary plan and the final plan stages of the design. The constructability review shall include an analysis of construction staging, site access, construction methodologies and impacts to adjacent properties.
3. UNITED CONSULTING shall coordinate with lighting suppliers to provide design and details for two lighting applications which shall include the following:
 - a. LED lighting within the tunnel to provide uniform illumination. The preferred luminaire fixture and criteria for illumination levels will be provided by the CLIENT. Photometric design will be required for one fixture only.

- b. LED lighting will be utilized from the tunnel entrances to the return of the trail to existing grade. The limits of this depressed section of trail extended approximately 650' south of 161st Street and 600' north of 161st Street. The preferred luminaire fixture and criteria for illumination levels will be provided by the CLIENT. Photometric design will be required for one fixture only.
 - c. The electrical design for both applications will follow the design guidance outlined in the current version of the Indiana Design Manual (IDM) and the Illuminating Engineering Society of North America (IESNA) Lighting Handbook.
 - d. Conduit, junction boxes, and handholes will be located to facilitate the installation of the lighting system and the CLIENT'S security system. The CLIENT shall provide the required locations of the junction boxes and handholes required for the security system.
- 4. UNITED CONSULTING shall prepare design, details and necessary permits for the relocation of Citizens Energy Group's 20-inch water main.
- 5. UNITED CONSULTING shall prepare and submit Preliminary Plans to the CLIENT for review and acceptance.
- 6. UNITED CONSULTING shall organize, schedule and attend a Field Check after acceptance of the Preliminary Plans by the CLIENT.
- 7. UNITED CONSULTING shall prepare and submit Final Plans to the CLIENT for review and acceptance.
- 8. UNITED CONSULTING shall prepare the necessary contract bidding documents including Specifications, Standard Drawings, Bidding Forms both standard and unique forms which may be supplied by the CLIENT.
- 9. UNITED CONSULTING shall assist the CLIENT with contractor questions.

10. UNITED CONSULTING shall attend the bid opening, review and certify bids and provide a recommendation for the contract award.

G. PROJECT RENDERINGS

1. UNITED CONSULTING shall prepare up to three project renderings showing the proposed Phase-II work superimposed onto the existing site.

H. POST BID SERVICES

1. UNITED CONSULTING shall attend the pre-construction meeting.
2. UNITED CONSULTING shall respond to Requests for Information (RFI) submitted by the contractor.
3. UNITED CONSULTING shall review and approve shop drawings submitted by the contractor.

I. RIGHT OF WAY ENGINEERING

UNITED CONSULTING shall provide the following Right-of-Way Engineering services to secure the permanent and temporary right-of-way needed for this project.

1. TITLE SEARCH
 - a. A parcel shall be defined as all temporary and permanent right-of-way being acquired from a single existing parcel of land. This means a single parcel could have several legal descriptions based on its configuration.

- b. Determine the owners of all properties located adjacent to and in the immediate area of the project alignment, along with the legal descriptions of those properties (Preliminary Abstracting). Preliminary abstracting shall include a title search, including a search for all mortgages, easements, liens, contract sales, judgments, other encumbrances and the current legal owner and shall be performed by an INDOT pre-qualified Abstractor.

2. RIGHT-OF-WAY ENGINEERING

- a. UNITED CONSULTING shall provide legal descriptions for all parcel takings. The descriptions shall be prepared and certified by a registered land surveyor.
- b. UNITED CONSULTING shall provide individual packets for each parcel. Each packet shall include the following:
 - i. Legal descriptions.
 - ii. Total area before taking.
 - iii. Existing Right-of-Way and documentation thereof.
 - iv. Area of taking.
 - v. Areas of residue.
 - vi. Existing Right-of-Way to be reacquired.
 - vii. Sketch of the parcel, drawn to scale, with the above data indicated thereon.
- c. Provide Legal Instruments required for Transfer of Title and Recording with approval by the CLIENT.

- d. UNITED CONSULTING shall be available for assistance in interpretation of the Right-of-Way documents.

3. RIGHT-OF-WAY STAKING

- a. UNITED CONSULTING shall provide a stakeout in the field locating the proposed right-of-way line for the partial takings included in the parcels. The stakeout shall be made using wooden hubs driven flush with the ground and wooden laths located immediately behind the hubs at property line intersections with the proposed right-of-way lines and at changes in bearing of the proposed right-of-way lines.

J. LAND ACQUISITION

1. APPRAISING

- a. UNITED CONSULTING shall provide appraisers that are state certified or licensed by the Indiana Professional Licensing Agency to complete the appraisal work.
- b. Each Appraiser shall be familiar with the plans for this project and the parcels herein designated.
- c. The Appraiser shall give the owner of each parcel to be appraised the opportunity to accompany the Appraiser during the inspection of the parcel.
- d. The appraisals shall follow accepted principles and techniques in evaluation of real property in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP).

2. RIGHT-OF-WAY MANAGEMENT

- a. UNITED CONSULTING shall be responsible for administering, scheduling, and coordinating the activities necessary to certify that the right of way has been acquired and the project is clear for construction. This responsibility shall include:
 - i. Meetings, conferences, and coordination with property owners, attorneys, engineers, appraisers, buyers, and the CLIENT.
 - ii. UNITED CONSULTING shall coordinate the delivery of payment to each property owner.

3. BUYING

- a. UNITED CONSULTING shall provide a Right-of-Way Buyer to present the CLIENT'S offer for the required land to each property owner. The Buyer shall be a licensed real estate broker in the state of Indiana.
- b. This work shall not be sublet, assigned or otherwise performed by anyone other than the Buyer.
- c. The Right-of-Way Buyer must be able to explain the project, the acquisition, the impact of the acquisition to the residue, the offer, and negotiate in an honest and competent manner with the property owner.
- d. The Right-of-Way Buyer must document all contacts with the owner and treat all property owners fairly with respect and dignity.

4. CONDEMNATION SUPPORT SERVICES

- a. UNITED CONSULTING shall provide Condemnation Support Services to the CLIENT in the event a parcel cannot be secured. These services will include providing technical assistance and exhibits regarding the project design and the need for Right-of-Way for the condemned parcel.

Services by CLIENT

The CLIENT shall furnish UNITED CONSULTING with the following:

1. Assist UNITED CONSULTING in obtaining property owner information, deeds, and plans of adjacent developments, section corner information, and any other pertinent information necessary to perform work under this Agreement.
2. Criteria for design and details for signs, signals, highways and structures such as grades, curves, sight distances, clearances, design loadings, etc.
3. Specifications and standard drawings applicable to the project.
4. Plans of any existing structures within the project limits, if available.
5. All written views pertinent to the project that is received by the CLIENT.
6. Guarantee access to enter upon public and private lands as required for the UNITED CONSULTING to perform work under this Agreement.
7. Advertisement for Public Information Meetings and reservation of the venue.
8. Condemnation Services
9. Project Bidding Services including project advertisement, distribution of plans, contract specifications and any addenda to bidders.
10. Landscape Architecture Services

11. Obtain approval to reconstruct Citizen's Energy Group waterline.
12. Proprietary Materials Requests.
13. Photometric Requirements For Tunnel And Approaches To Tunnel.
14. Fixture and Luminaire Selections For Tunnel And Approaches To Tunnel.
15. Details And Specifications For Security Cameras To Be Installed After Project Completion.
16. Details And Specifications For Trail Amenities.

Schedule

All work by UNITED CONSULTING under this Agreement shall be completed and delivered to the CLIENT for review and approval within the following time periods:

A. FIELD SURVEY

1. Completed Field Work within **56** calendar days from the contract commencement date.

B. GEOTECHNICAL INVESTIGATION

1. The Geotechnical Investigation shall be completed within **56** calendar days after submission of Preliminary Plans.

C. REGULATORY PERMITS

1. All regulatory permits for this project shall be applied for following the project Field Check.

D. UTILITY COORDINATION

1. The various stages of Utility Coordination shall be completed as the project development progresses and completed prior to the Final Plans submission for each phase.

E. SUBSURFACE UTILITY ENGINEERING

1. The Subsurface Utility Engineering shall be completed within **28** calendar days from contract commencement date.

F. PROJECT DESIGN AND PLAN DEVELOPMENT

1. Preliminary Plan Submission within **84** days after completion of the field survey.
2. Field Check Meeting within **14** calendar days after approval of Preliminary Plans.
3. Final Plans Submission within **182** days from project field check meeting.
4. Final Contract Documents within **28** calendar days after approval of Condemnation has been finalized.

G. PROJECT RENDERINGS

1. The Project Renderings shall be completed within **56** calendar days from project field check meeting.

H. POST BID DESIGN SERVICES

1. Post Bid Services shall be completed as required throughout duration of construction.

I. RIGHT OF WAY ENGINEERING

1. The Right of Way Engineering shall be completed within **14** calendar days from approval of the Preliminary Plans.

J. LAND ACQUISITION

1. The Land Acquisition shall be completed within **213** calendar days from approval of offers.

APPENDIX D

Compensation

A. Amount of Payment

1. UNITED CONSULTING shall receive as payment for the work performed under this Agreement the total fee not to exceed **\$ 460,190** unless a modification of the Agreement is approved in writing by the CLIENT.
2. UNITED CONSULTING will be paid for the work performed under this Agreement on a lump sum basis in accordance with the following schedule:

A.	FIELD SURVEY	\$	22,500
B.	GEOTECHNICAL INVESTIGATION	\$	27,000
C.	REGULATORY PERMITS (R5, HC Outlet)	\$	7,000
D.	UTILITY COORDINATION	\$	35,600
E.	SUBSURFACE UTILITY ENGINEERING	\$	19,200
F.	PROJECT DESIGN AND PLAN DEVELOPMENT	\$	298,800
G.	PROJECT RENDERINGS	\$	9,500
H.	POST – BID DESIGN SERVICES	\$	10,800
I.	RIGHT OF WAY ENGINEERING (3 Parcels)		
	1. Title Work (\$550/Ea.)	\$	1,650
	2. Right of Way Engineering (\$2,500/Ea.)	\$	7,500
	3. Right of Way Staking (\$550/Ea.)	\$	1,650

J.	LAND ACQUISITION (3 Parcels)		
	1. Right of Way Management (\$1,450/Ea.)	\$	4,350
	2. Value Appraisal (2 @ \$1,830/Ea.)	\$	3,660
	3. Short Form Appraisal (1 @ \$2,690/Ea.)	\$	2,690
	4. Buying (3 @ \$1,930/Ea.)	\$	5,790
	5. Condemnation Support (\$2,500/Ea.)	\$	2,500

B. Method of Payment

1. UNITED CONSULTING may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the CLIENT. The invoice voucher shall represent the value, to the CLIENT, of the partially completed work as of the date of the invoice voucher. UNITED CONSULTING shall attach thereto a summary of each pay item in Section A.2. of this Appendix, percentage completed and prior payments.
2. The CLIENT for and in consideration of the rendering of UNITED CONSULTING services provided for in Appendix "A", agrees to pay UNITED CONSULTING for rendering such services the fee established above upon completion of the work thereunder and acceptance thereof by the CLIENT.
3. In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with item 7, (changes in work) of the General Provisions, set out in this Agreement.

APPENDIX E



Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Walker & Associates 7364 E. Washington Street Indianapolis IN 46219		CONTACT NAME: Brenda Russell PHONE: (317) 353-8000 FAX: (317) 351-7149 E-MAIL: b.russell@walkerhughes.com ADDRESS:	
INSURED United Consulting Engineers Inc. 8440 Allison Pointe Blvd., Ste 200 Indianapolis IN 46250		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company NAIC # 11000 INSURER B: Hartford Accident & Indemnity Ins. 22357 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL18102517456

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			845BWUI8421	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			84U2GVV8861	11/1/2018	11/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$ 10,000			845BWUI8421	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	84WEGCB8685	11/1/2018	11/1/2019	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITY OF WESTFIELD
 130 PENN STREET
 WESTFIELD, IN 46074

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brenda Russell/BKR

Brenda Russell

ACORD 25 (2014/01)
 INS025 (201401)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SterlingRisk 135 Crossways Park Drive P.O. Box 9017 Woodbury NY 11797		CONTACT NAME: PHONE (A/C No. Ext): 800-767-7837 FAX (A/C No.): 516-487-0372 E-MAIL ADDRESS: request@sterlingrisk.com	
INSURED UNITCON-02 United Consulting Engineers, Inc. 8440 Allison Pointe, BLVD, Suite 200 Indianapolis IN 46250		INSURER(S) AFFORDING COVERAGE INSURER A: Starr Surplus Lines Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 13604	

COVERAGES

CERTIFICATE NUMBER: 971030073

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		SLSLPRO26234918	12/22/2018	12/22/2019	\$3,000,000 \$3,000,000 Limit each claim Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**City of Westfield
130 Penn Street
Westfield IN 46074

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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