



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda_01_26_2022

Wednesday, January 26, 2022 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, January 26, 2022 at 01:00 PM

MEETING PLACE: Westfield City Hall- Assembly Room

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

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Action Item #1:

Minutes - December 15, 2021

Documents: [Minutes - December 15, 2021](#)

Bid Approval

NONE

Construction Standards & Specifications Changes

NONE

Change Orders

NONE

Contracts/Agreements

Action Item #2:

Brightview & City of Westfield – High Profile Landscape Maintenance Contract

Documents: [Brightview Contract](#)

Action Item #3:

H&N Outdoor Services, LLC & City of Westfield – Low Profile Landscape Maintenance Contract

Documents: [H&N Outdoor Services Contract](#)

Action Item #4:

3D Company & City of Westfield – Westfield Park Culvert – Goods & Services Contract

Documents: [3D Company Goods & Services Contract](#)

Action Item #5:

2022 Personnel Policy, Procedures & Benefits Manual

Documents: [2022 Policy Redline](#)

Action Item #6:

Epcon Westfield Road Impact Fee Credit Agreement

Documents: [Epcon Westfield RIF Credit Agreement](#)

Action Item #7:

Christopher B. Burke Engineering, LLC – Utility Rate Study Contract

Documents: [Utility Rate Study Contract](#)

Action Item #8:

WSP & City of Westfield - WSP Professional Services On-Call Contract & Task Order #1

Documents: [WSP Task Order #1](#)

Agreements and/or Memorandum of Understanding (MOU)

NONE

Permit Approval

Action Item #9:

Duke Energy – Encroachment Application – 18150 Mule Barn Road

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

Consent Agenda

WPD - Hiring of Officers

January Bond Information

Documents: [January Bond List](#)

Department Reports

Fire

Police

Documents: [WPD December Report](#)

Public Works

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY December 15, 2021

The Westfield Board of Public Works and Safety met on December 15, 2021 at City Hall Assembly Rm. Present were, Jim Ake, and Mayor Cook, and Larry Clarino. Kim Strang, and Chou-il Lee were on a Teams call.

Mayor Cook called the meeting to order at 1:04 PM

Mayor Cook announced that Jack Russell has moved out of Westfield and that Larry Clarino will be replacing him on the board.

AGENDA ITEMS:

Action Item #1: Approval of Minutes from November 22 2021

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

CONTRACTS/AGREEMENTS

Action Item #2: A & F Engineering & City of Westfield-2022 On-Call Contract

Johnathon Nail presented stating this is a contract with A & F Engineering to provide miscellaneous engineering services/traffic studies for 2022. The contract has a not to exceed amount of \$20,000 unless otherwise modified by the city.

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

Action Item #3: Wheelhouse Apartments, LLC & City of Westfield-Park Impact Fee Credit Agreement

Jeremy Lollar presented stating the developer wishes to construct a portion of the Monon Trail through the development in lieu of park impact fees equaling the cost of construction.
(Not to exceed \$324,210.00)

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

Action Item #4: RPM Machinery

Jeremy Lollar presented stating this is for the replacement of a side arm mower (\$105,500).

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

PERMIT APPROVAL

Action Item #5: Duke Energy-Encroachment Application; 18928 Spring Mill Road-Lancaster

Adam Essex presented stating this will allow for the upgrading of the existing single-phase line to serve the Lancaster Subdivision. This will involve replacing 2 existing poles and adding 2 additional poles.

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

AGREEMENTS AND/OR MEMORANDUM OF UNDERSTANDING (MOU)

NONE

CONSENT AGENDA:

Conflict of Interest Approval Form-Cindy Gossard

Conflict of Interest Approval Form-Kerri Gagnon

December Bond Information

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

DEPARTMENT REPORTS:

Fire- Chief Gaylor

Police- No report

Public Works-Jeremy Lollar/Johnathon Nail-Introduced Chad Mills, Senior Project Engineer Manager

The meeting was adjourned at 1:46 PM

Deputy Clerk-Treasurer

Board of Public Works and Safety



3D Company Inc.
3200 East Co. Rd. 350 North
Muncie, IN 47303

phone (765) 288-3326

fax (765) 288-3344

TO: City of Westfield
2728 East 171st Street
Westfield, IN 46074

LETTER OF TRANSMITTAL

Date: 1/10/2022 Job #: 2551

Attention: Chad Mills

RE: Westfield Park Culvert

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items:

- ☐ Shop drawings ☐ Prints ☐ Contracts ☐ Submittals ☐ Specifications
☒ Items Listed Below ☐ Samples ☐ _____

COPIES	DATE	NO.	DESCRIPTION
1			Executed contract
1			COI
1			Performance and Payment Bonds

THESE ARE TRANSMITTED as checked below:

- ☒ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution
☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review and comment
☐ FOR BIDS DUE _____

REMARKS

COPY TO: file

SIGNED: Deanna D. Case

CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services ("Vendor Contract") is made and entered into as of the 6th day of January 2022, by and between City of Westfield ("Contracting Party") and 3D Company, Inc. ("Vendor").

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

- A. **Basic Terms.** This Vendor Contract is on the following basic terms and conditions:
- (a) Goods and/or services provided by Vendor: (See Exhibit B attached hereto and made a part hereof).
 - (b) Location: Westfield Park Road, Westfield, Indiana 46074 (the "City Property")
 - (c) Date by which the Services shall be completed: To start April 4th, 2022 and complete by August 2nd, 2022 (the "Completion Date").
 - a. Substantial Completion: 45 calendar day closure of Westfield Park Road for the Culvert Replacement.
 - (d) Purchase Price: One Million Two Hundred Twenty-Eight Thousand Seven Hundred Thirty-Two Dollars and 06/100, \$1,228,732.00 (see Proposal dated 07.20.2021 - Exhibit B).
 - (e) Liquidated Damages shall be assessed at \$1,000.00 per day for each day work is not complete after the specified completion dates.
 - (f) The Contracting Party provides two payment options to vendors for payment of approved invoiced amounts. They are as follows:
 - a. Option #1: Traditional – Invoices shall be payable within forty-five (45) days following Contracting Party's receipt and approval of an invoice at the address specified below.
 - b. Option #2: Preferred – Invoices are payable within 7 days following Contracting Party's receipt and approval of an invoice at the address specified below if vendor accepts MasterCard.
 - (g) The Contract Documents include:
 - a. This Goods and Services agreement
 - b. "Contract and Specifications for Westfield Park Road Culvert Replacement" dated June 10, 2021 inclusive of all sections and appendixes.

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

(h) Addresses:

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

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

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

If to Vendor:

3D Company, Inc.
7240 North State Road 3
Muncie, IN 47303

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

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

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

CONTRACT TERMS AND CONDITIONS

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

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

Contract with a signed Change Order executed by both parties, and Vendor agrees to make such changes promptly. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by Contracting Party after receipt of documentation in such form and detail as Contracting Party may reasonably require.

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

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

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

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

7. **LIENS:** Vendor shall not cause or permit the filing of any lien related to its services. In the event any such lien is filed and Vendor fails to remove such lien of record within thirty (30)

days after the filing thereof, by payment or bonding, Contracting Party shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense. Vendor shall indemnify and hold harmless Contracting Party from and against any and all liability, loss, judgments, costs and expenses, including reasonable attorneys' fees, incurred by Contracting Party in connection with any such lien.

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

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

10. **REQUIRED INSURANCE AND INDEMNIFICATION:**

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

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

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

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

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

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

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

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

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

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

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

16. **NO IMPLIED WAIVER**: The failure of either party at any time to require performance by the other party of any provision of this Vendor Contract shall in no way affect the

right to require such performance by any time thereafter, nor shall the waiver of either party of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision.

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

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

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

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

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

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

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

Agreement on behalf of the Contracting Party stipulates that they have executed this Agreement with the proper authority duly granted to bind that respective Contracting Party.

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

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

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

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

28. **NON-DISCRIMINATION:** VENDOR agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the

performance of this Contract, with respect to the employee’s hire, tenure, terms, conditions or privileges or employment, or any matter directly or indirectly related to employment, because of the employee’s race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.

EXECUTED this _____ day of _____, 2022.

Contracting Party:

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

Vendor:

3D Company Inc.
7240 North State Road 3
Muncie, IN 47303

Signature

Printed Name

Title

Date

Deanna D. Case
Signature

Deanna D. Case
Printed Name

President
Title

1-10-2022
Date

EXHIBIT A

Project Rules

In an effort to have COMPLETE CUSTOMER SATISFACTION, we have prepared the following Project Rules. Your personnel and all subcontracted parties shall comply with these rules without exception. Failure to follow Project Rules may be grounds for project dismissal and potentially contract termination. Following these rules will help us collectively acquire COMPLETE CUSTOMER SATISFACTION.

SITE ACCESS

- ☐ **General:** Vendor/Contractor ("Contractor") shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits.
- ☐ **Use of Site:** Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- ☐ **Driveways, Walkways and Entrances:** Keep driveways, loading areas, and entrances serving premises clear and available to City, City's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- ☐ **Schedule deliveries** to minimize use of driveways and entrances by construction operations and reduce space and time requirements for storage of materials and equipment on-site.
- ☐ **Restricted Site Access:** The only egress point to and from the Project area shall be as dictated by the City or authorized City's representative. Coordinate work activities in advance.
- ☐ **All construction personnel** will be required to have photo identification with them at all times on the project. All construction personnel shall also carry Vendor identification with them or wear hardhats with company logo and the employee's name visible to determine their site permissions.
- ☐ **Noise, Vibration, and Odors:** Coordinate operations that may result in high levels of noise, vibration, odors, or other disruption to occupied areas of the Project, as applicable.
- ☐ **Notify City(s)** not less than five days in advance of proposed disruptive operations. Obtain City(s) written permission before proceeding with disruptive operations.
- ☐ **Perform work** with least possible disturbance to occupants of existing facilities.
- ☐ **Contractor** shall seek approval from City or City representative before beginning any work outside of the approved project limits or area.
- ☐ **Prior to commencing the Work**, the Contractor shall tour the Project site to **examine and record** any existing damage to adjacent site or building improvements to serve as a basis for determination of subsequent damage due to Contractor's operations. Contractor shall submit such report to the City prior to commencing work.

LIMITED CITY OCUPANCY (If Applicable)

- ☐ **The City and its partners** intend to occupy parts of the Project immediately upon completion and when safe access is available. Your work must be coordinated in advance to limit the exposure of construction activities to occupants of the Project.
- ☐ **Before limited City occupancy** of any building, the mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, City will operate and maintain mechanical and electrical systems serving occupied portions of Work.

- ❑ On occupancy, City will assume responsibility for maintenance and custodial service for occupied portions of Work.

MATERIAL MANAGEMENT PLAN

- ❑ Contractors shall prepare a Site Utilization Plan to be submitted to the City for review and approval.
- ❑ The site use plan shall include but not be limited to the following items:
 - Material storage areas (identify material and ownership).
 - Equipment compounds.
 - Temporary utilities required
 - Trash and waste containers required for environmental disposal of waste.
 - Any other specific items requiring coordination with the City, Project partners or other trade contractors.
- ❑ Safe and protected storage of materials and equipment of the Contractor is the responsibility of the Contractor. All materials stored by the Contractor on the site are to be protected in a manner to not jeopardize their warranty or quality of material finish.

CLEAN UP

- ❑ During the progress of the Work, the Contractor shall keep the site and other areas free from accumulation of waste materials, rubbish and other debris, as provided in the contract. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations in the most environmentally sensitive manner possible. Burial of waste materials, rubbish, and other debris on the site is strictly prohibited.
- ❑ Contractor shall provide daily cleaning of their work areas including sweeping and trash/debris/rubbish removal. Contractor shall be responsible for moving trash to the designated refuse areas for disposal by others.
- ❑ At no time shall a contractor block an egress path without the expressed consent of the City or authorized City representative.
- ❑ At the completion of the Work, the Contractor shall remove from the site all tools, appliances, construction equipment, machinery, trailers, and temporary structures/utilities that they erected as well as surplus materials, rubbish and trash.

WORK HOURS

- ❑ It is the expectation of City that ALL Contractors and subcontractors limit work to normal business working hours, Monday through Friday, unless otherwise required or approved in advance by City.
- ❑ The Work of this Project shall be accomplished during normal working hours and days. Contractors planning to work on weekends or observed holidays must schedule with the authorized Owner agent, no later than 48 hours prior to the anticipated work day.
- ❑ Normal working hours and days are defined as:
 - Mondays through Fridays, 7:00 a.m. to 6:00 p.m. (typical)
 - Weekends (Saturday and Sunday), as scheduled and approved in advance by the City.
 - No work shall be performed on days of normal observance of the following holidays:
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day and the Friday following
 - Christmas Day
- ❑ Requests for work on non-normal work days or outside the defined normal working hours of this project, does not constitute an approval of said request and may need to be rescheduled to provide adequate security and supervision as required by Contract.

- ❑ No use of power actuated tools or hammer drills is permitted at an occupied City building or adjacent to private residence and/or business between the hours of 7:00 AM and 5:00 PM, or as directed by City officials

PUBLIC ACCESS AND SAFETY

- ❑ Contractor is responsible to provide all safety measures required and implied as necessary to protect all persons on the Project site and all persons and public adjacent to their construction zones. It is not the responsibility of the City to specify measures to be taken.
- ❑ Comply with applicable safety and security regulations of all authorities having jurisdiction. These regulations set forth minimum requirements. Contractor shall not reduce his normal safety provisions or ignore safety regulations required by other authorities having jurisdiction where other requirements are more stringent.
- ❑ The Contractor shall provide, for coordination, and information, all material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations. Contractors must provide updated and current information as it becomes available.
- ❑ In the case of an emergency affecting the safety or protection of persons or the Work or property at the Site or adjacent areas, the Contractor shall act to prevent threat of damage, injury, or loss. The Contractor shall immediately notify the City. Within 24 hours the Contractor shall provide written notification and documentation of the event, indicating if he believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof.
- ❑ The Contractor shall designate a qualified, experienced safety representative at the Site.

SITE DECORUM

- ❑ Contractor and subcontracted employees shall conduct themselves in a professional manner in all areas of the City.
- ❑ Refrain from contact with the general public. When this cannot be avoided, Contractor's and the subcontractor's employees are to be courteous at all times.
- ❑ Proper work attire shall be required at all times on the Project. In addition to the required personal protective devices and attire required to perform work safely, all site workers are to wear clothing appropriate for the work that they are performing. Clothing with inappropriate language or pictures are strictly forbidden.
- ❑ Contractor shall control the conduct of its employees so as to prevent unwanted interaction initiated by Contractor's employees with City/Project personnel, public, other contractors and their employees, or other individuals, in the vicinity of the project site. In the event that any Contractor employee initiates such unwanted interaction, or utilizes profanity, Contractor shall, either upon request of the City or on its own initiative, replace said employee with another of equivalent technical skill, at no additional cost to the City.
- ❑ No radios, other than two-way communication type, will be allowed on the Project site.
- ❑ Smoking or the use of any tobacco products (including chew and snuff) is **NOT ALLOWED** on the Project or any City-owned properties.
- ❑ Water is allowed in Project buildings however ALL other beverages and food are only permitted in designated break areas.
- ❑ Use of any controlled substances on City's property is not permitted.
- ❑ No alcoholic beverages, illegal drugs, controlled substances or firearms of any kind are permitted on the construction site. Any persons found on the site with such in their possession will be escorted from the premises and not permitted to return.

- ❑ Fighting and horseplay on the project site are absolutely forbidden. Participants in fights will be escorted from the premises and not permitted to return.

PARKING

- ❑ Project parking is allowed at designated areas of the Project.
- ❑ Personal vehicles are to remain in provided parking areas.
- ❑ Only approved company work vehicles are allowed on the project site. This effort is dictated to prevent damage to site and other improvements and promote a safe project by minimizing project congestion.
- ❑ For Construction LOADING AND UNLOADING ONLY:
 - Contractors shall be allowed to deliver daily equipment and materials to the Project construction areas so as long that they minimize the impact and risk of damage to existing site and project improvements.
 - Delivery of materials, equipment and products associated with the completion of your scope of work must be coordinated in advance.

UTILITY COORDINATION

- ❑ All excavations shall be completed in accordance with City and OSHA standards. Due to the amount of public and private utilities in and around Grand Park, all excavations must utilize a hydro-vac when area of disruption is appropriately sized.
- ❑ Limit construction operations to those methods and procedures which will not adversely and unduly affect the working environment of City's occupied spaces, including noise, dust, odors, air pollution, ambient discomfort, poor lighting, hazards and other undesirable effects and conditions.
- ❑ Notify the City one week in advance of construction activities which will impact the occupancy and use of adjacent areas.
- ❑ Do not interrupt power, lighting, plumbing, telephone and HVAC services to occupied areas. Interruptions must be scheduled a minimum of two days in advance, receive City's approval, and be made known to users of the area a minimum of 24 hours in advance of the actual interruption.
- ❑ Contractor to connect to temporary utilities as designated by the contract documents or by the City. The Contractor will be responsible for installing and removing all temporary utilities, unless directed otherwise.
- ❑ Contractor shall be responsible for site drainage and maintaining erosion control as required.

USE OF ROADWAYS AND PATHS

- ❑ Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- ❑ Use of the City Park paths or perimeter trails, including those at Grand Park, is discouraged but we understand that in many cases cannot be avoided. Please coordinate in advance any vehicle or equipment size and weight with the City prior to mobilizing on site.
- ❑ Where materials are transported in the performance of this Work, do not load vehicles beyond the capacity recommended by the manufacturer of the vehicles or prescribed by any applicable state or local law or regulation.
- ❑ Provide protection against damage whenever it is necessary to cross existing paths, sidewalks, curbs, and gutters on the City project. Repair and make good at the expense of Contractor all damages thereto, including damage to existing utilities and paving, arising from the operations under the Contract.

- ❑ Access onto any athletic field at Sports Campus at Grand Park or onto any City owned property with irrigation installed is strongly discouraged. Contractor shall protect all playing surfaces and site utilities that could be compromised by the construction activities of the Contractor.
- ❑ Truck staging is not allowed on any City street surrounding the Project.
- ❑ Promptly clean all public right-of-ways should dirt or other debris from site be deposited on roads and streets by the Contractor or vehicles used to deliver or conduct the scope of this agreement.
- ❑ It is the responsibility of ALL Contractors to provide flag person(s) at pedestrian crossings of construction equipment at right of ways or pedestrian paths one hundred percent of the time such equipment is operating.

TRAFFIC CONTROL

- ❑ Provide temporary traffic control barriers to ensure safety of all persons and property.
- ❑ Contractor shall provide all flag person(s) necessary to maintain vehicular and pedestrian traffic affected by deliveries and work performed under their scope. All flag person(s) shall be certified through the union hall or other body having the authority to provide this training.
- ❑ Contractor shall provide traffic control for vehicular traffic leaving and entering the site.

CRANES & HOISTING

- ❑ All hoisting and cranes required to perform the scope of your work is the responsibility of the Contractor to install, provide and operate in accordance with all safety regulations of the authorities having jurisdiction. This includes all temporary hoisting required by job conditions for the installation of materials and equipment.

TEMPORARY SHORING AND BRACING

- ❑ Provide temporary shoring and bracing as required for execution of the Work. ALL shoring and bracing shall be engineered by the Contractor and comply with safety regulations of authorities having jurisdiction.

TEMPORARY BARRICADES

- ❑ Provide temporary barricades as necessary for the execution of the work. Maintain barricades in a clean and neat condition until no longer required and removal is approved or requested.
- ❑ Provide temporary barriers or partitions as required to protect any project workers or the general public from injury due to work of this project, and to protect adjacent areas of the project from spread of dust or dirt.
- ❑ When Work involves modification to an existing egress corridor within an existing building, the Contractor shall provide temporary barricades as necessary, constructed in a manner that maintains the fire resistive integrity of the affected corridor(s). Construction and placement of the barricades shall be approved by the City project representative and the authority having jurisdiction.

CONSTRUCTION SIGNAGE

- ❑ Advertising Signage: The use of Contractor/subcontractor advertising signage is strictly prohibited.
- ❑ No ground-mounted signage is allowed on the project site without the expressed written consent of the City.
- ❑ Signage is authorized on construction trailers and corporate-owned equipment and vehicles. Such signage cannot exceed 6' by 4' (24 square feet) in size. Trailers in violation shall be removed from the site by the Contractor and the Contractor shall have the site storage privileges revoked
- ❑ Signage to be fabricated from new materials and constructed from materials able to withstand construction use/abuse and exposure based upon its proposed installation location for its intended use.

❑ Project Specific Signage:

- ALL signage shall be as approved by the City and the authority having jurisdiction.
- All employee personnel informational signage shall be bilingual (English and Spanish) as requested by the City.
- All project specific signage shall include the City logo and project name incorporated into the design of each sign for the project.

TEMPORARY FACILITIES

- ❑ Erect and maintain, for duration of operations and in locations as approved, suitable temporary office facilities as required for Contractor's administration of the Work. Provide necessary sheds and facilities for the storage of tools, materials, and equipment employed in the performance of the Work. Temporary buildings shall be watertight with raised solid floors, solid sheathed and composition roofs, and adequately glazed and screened windows for light and ventilation. Temporary buildings shall be painted colors as approved. Contractor shall furnish daily janitorial service in the trailer. Provide stairs and handicapped ramp per code.

RUBBER TIRED EQUIPMENT

- ❑ Where carts, hand trucks, wheelbarrows, and similar wheeled conveyances are used in interior spaces or on finished surfaces (including synthetic turf fields) on or in any portions of any structure, equipment shall be equipped with pneumatic tires or other tire approved by the City.

REMOVAL OF TEMPORARY FACILITIES

- ❑ Temporary facilities, barricades, utilities and other construction of temporary nature shall be removed from the Project site as soon as the progress of the work will permit in the opinion of the City; and the portions of the Project site and building occupied by same shall be reconditioned and restored to original condition.
- ❑ Legally dispose of all debris resulting from removal and reconditioning operations.

VIOLATIONS

- ❑ Any violator of site restrictions will be subject to removal from the site, with recourse for schedule or cost impact.

GENERAL SAFETY PRECAUTIONS

- ❑ Safe working practices shall be observed at **all times**. The safety of your employees, the buildings and the work site is considered to be paramount. All work shall be conducted and completed by the guidelines set forth by the Federal, Local and State Authorities.
- ❑ The City of Westfield is a "Safe City". Any worker or person on a jobsite shall have 100% protection as defined by OSHA for the hazards that they may be exposed. This includes but is not limited to 100% eye protection, hard hat and hi-visibility vest at all times when on-site.
- ❑ Proper gloves are to be used to limit abrasions and cuts. Hearing protection shall be accessible to employees and used whenever exposed to noises that require such protective devices.
- ❑ Fall protection shall be worn, observed or employed when working at a height greater than 6' unless approved in writing by the City and OSHA/IOSHA. This fall protection directive is to be used at all times and includes activities utilizing articulating boom lifts, scissors lifts, ladders, scaffolding and any other activity where workers are exposed to a fall and shall compile with the provisions of OSHA and IOSHA.
- ❑ Any and all "Hot Work" shall have an appropriate fire extinguisher immediately accessible and be pre-approved by the City officials.

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

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

EXHIBIT B

See attached Proposal dated 07.20.21

Attachment 1

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

Attachment 2

The Affidavit of Employee Status shall be signed and notarized.

AFFIDAVIT OF EMPLOYEE STATUS

Re: Project – Westfield Park Road Culvert Replacement

WHEREAS, the City of Westfield, Hamilton County, Indiana, hereinafter referred to as the “City” is in the process of construction work on the Westfield Park Road Culvert Replacement, hereinafter referred to as the “Project”;

WHEREAS, 3D Company Inc., hereinafter referred to as the “Vendor”, is the general contractor of the above reference project; and

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

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

Deanna D. Case
Signature:

Deanna D. Case
Printed Name:

Signature:

Printed Name:

STATE OF INDIANA:

COUNTY OF Delaware : SS:

Before me the undersigned, a Notary Public in and for said State and County, personally appeared of 3D Company Inc., the general contractor and acknowledge the execution of the foregoing Affidavit of Employee Status to be a free and voluntary act and deed and for the purposes stated therein, being duly sworn, stated that any representations contained therein are true.

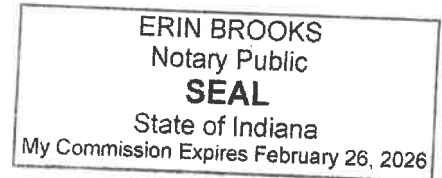
Witness my hand and Notarial Seal this 10th day of January, 2022

Erin Brooks
Signature

Erin Brooks
Printed Name

My Commission expires 2-26-26

I am a resident of Delaware County.



CITY OF WESTFIELD BY:

, Director of Public Works

STATE OF INDIANA:

COUNTY OF HAMILTON: SS:

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

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

Signature

Printed Name

My Commission expires _____

I am a resident of _____ County.

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

Attachment 3

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



Invoice Date:	
Invoice or App Number:	

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

Westfield Project Name:	Westfield Park Culvert
Westfield Project Number:	1715029
Westfield Project Manager:	John Nail
Westfield PO Number:	

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

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



Board of Works

Andy Cook
Randy Graham
Jim Ake

Clerk Treasurer

Cindy J. Gossard

January 05, 2022

Deanna Case
3D Company Inc.
7240 North State Road 3
Muncie, IN 47303

Subject: Westfield Park Culvert Replacement Project Contract Cost Adjustment

Dear Ms. Case,

This letter shall serve as notice that the City of Westfield recognizes there will be a cost increase due to escalation on the Westfield Park Culvert Replacement Project. A Change Order in the amount of \$133,149.06 will be recommended at the Board of Public Works Meeting immediately following execution of the Goods and Services Contract. This Change Order will adjust the Contract value of the project to \$1,361,881.06.

I will be contacting you shortly to set up a pre-construction meeting. Please contact me at (317) 430-6750 or jnail@westfield.in.gov if you have any questions. I look forward to working with you and your firm on this exciting project for the citizens of Westfield.

Sincerely,

Johnathon Nail, P.E.
City Engineer

cc: file

Public Works Department

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

2706 East 171st Street
Westfield, IN 46074
westfield.in.gov



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/5/2022

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 MJ Schuetz Insurance Services 1531 Indiana Ave Indianapolis IN 46202		CONTACT NAME: Tiffany Williams PHONE (A/C, No, Ext): 317-548-3065 E-MAIL ADDRESS: twilliams@mjsis.com FAX (A/C, No): 317-639-6910	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers Property Casualty Company of America	
		INSURER B: The Phoenix Insurance Company	
		INSURER C: Travelers Casualty and Surety Company	
		INSURER D: Underwriters at Lloyd's, London	
		INSURER E:	
		INSURER F:	

COVERAGES	CERTIFICATE NUMBER: 771432040	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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y		DT-CO-9R958271-PHX-22	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y		810-9R968504-22-26-G	1/1/2022	1/1/2023	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	Y		CUP-6R879225-22-NF	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	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	UB-9R958246-22-26-G	1/1/2022	1/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional/Pollution Liability			PF00241A21	9/29/2021	9/29/2022	Per Occurrence 1,000,000 Aggregate 2,000,000 Limit Deductible 7,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Westfield Park Road Culvert Replacement, Project #1715029, Westfield Park Road, Westfield, IN 46074

City of Westfield is shown as Additional Insured under General Liability, Automobile and Umbrella policies as required by contract or agreement. Primary Non-Contributory applies to the General Liability policy.

CERTIFICATE HOLDER City of Westfield 2706 East 171st 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
--	--

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Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

3D Company, Inc.
7240 N State Road 3
Muncie, IN 47303-9590

SURETY: BOND NO. INC61701

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)
PO Box 14498
Des Moines, IA 50306-3498

Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:

(Name, legal status and address)

City of Westfield
2706 E 171st St
Westfield, IN 46074-9734

CONSTRUCTION CONTRACT

Date: January 6, 2022

Amount: One Million Two Hundred Twenty Eight Thousand Seven Hundred Thirty Two and No/100 Dollars (\$1,228,732.00)

Description: Westfield Park Road Culvert Replacement

(Name and location)

BOND

Date: January 7, 2022

(Not earlier than Construction Contract Date)

Amount: One Million Two Hundred Twenty Eight Thousand Seven Hundred Thirty Two and No/100 Dollars (\$1,228,732.00)

Modifications to this Bond:

☒ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
3D Company, Inc.

SURETY

Company: (Corporate Seal)
Merchants Bonding Company (Mutual)

Signature:

Name
and Title:

Deanna D Case
Deanna D Case
President

Signature:

Name
and Title:

Carolyn J. Waggoner
Carolyn J. Waggoner
Attorney-in-Fact



(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Schuetz Insurance Services
BONDS@MJSIS.com
1531 Indiana Ave
Indianapolis, IN 46202-3221

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1** the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2** the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3** the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2** Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:

(Name, legal status and address)

3D Company, Inc.
7240 N State Road 3
Muncie, IN 47303-9590

SURETY: BOND NO. INC61701

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)
PO Box 14498
Des Moines, IA 50306-3498

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:

(Name, legal status and address)

City of Westfield
2706 E 171st St
Westfield, IN 46074-9734

Mailing Address for Notices

CONSTRUCTION CONTRACT

Date: January 6, 2022

Amount: One Million Two Hundred Twenty Eight Thousand Seven Hundred Thirty Two and No/100 Dollars (\$1,228,732.00)

Description: Westfield Park Road Culvert Replacement

(Name and location)

BOND

Date: January 7, 2022

(Not earlier than Construction Contract Date)

Amount: One Million Two Hundred Twenty Eight Thousand Seven Hundred Thirty Two and No/100 Dollars (\$1,228,732.00)

Modifications to this Bond: ☒ None

☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

3D Company, Inc.

SURETY

Company: (Corporate Seal)

Merchants Bonding Company (Mutual)

Signature:

Name

and Title:

Deanna D Case
Deanna D Case
President

Signature:

Name

and Title:

Carolyn J. Waggoner
Carolyn J. Waggoner
Attorney-in-Fact



(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Schuetz Insurance Services

BONDS@MJSIS.com

1531 Indiana Ave

Indianapolis, IN 46202-3221

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Carolyn J Waggoner; David A Linthicum; Michael K Corcoran; Pamela D Christianson; Stella M Milli; Tiffany T Williams; Vickie L Wolcott

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.

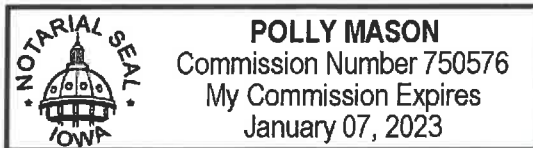


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7th day of January, 2022.



William Warner Jr.
Secretary

ROAD IMPACT FEE AGREEMENT

This ROAD IMPACT FEE AGREEMENT (“Agreement”) is made and entered into as of the _____ day of _____, 20____, by and between the City of Westfield, Indiana, (“Westfield”) and Epcon Westfield, LLC, an Indiana limited liability company (“Developer”) as follows:

WHEREAS, Westfield desires to assist development and integrate improvements of complementary right-of-way infrastructure collaboratively with the development community;

WHEREAS, the development community desires to assist Westfield in its efforts to improve the Westfield road network and associated infrastructure;

WHEREAS, as part of the development of The Courtyards of Westfield, as depicted in the attached **Exhibit A** (“Development”), road impact fees are required to be paid to Westfield by the Developer in accordance with City Ordinance 17-43;

WHEREAS, the City of Westfield desires the Developer to construct 675’ of 27” Reinforced Concrete Pipe (RCP) (“Improvements”) to accommodate the drainage outlet for the City’s future roundabout project;

WHEREAS, Developer desires to accommodate the City of Westfield’s request for the associated road improvements, in exchange for road impact fee credit or reimbursement (“RIF Credits”) associated with the Development;

WHEREAS, Developer shall donate the Improvements to the City after construction of the Improvements at no cost to the City.

- 1) Developer shall, at the Developer’s sole expense, construct the Improvements in accordance with the City’s construction standards. Improvements by the Developer shall be subject to any applicable permits, financial guarantees, and inspections by Westfield.
- 2) Pulte Homes of Indiana, LLC shall dedicate as right-of-way to Westfield the Real Estate described in **Exhibit C** (“Real Estate”) and Developer shall dedicate to Westfield the Improvements, each at no cost to Westfield, prior to Developer being eligible for RIF reimbursement.
- 3) Developer shall provide all receipts and an itemized account of expenses to support the total cost for the acquisition of the Real Estate, if any, and construction of the Improvements to Westfield.
- 4) Within thirty (30) days of the completion of the Improvements and dedication of the Real Estate, Westfield shall issue an RIF Credit to Developer in the amount equal to the actual cost to construct the Improvements, an amount that shall not exceed \$78,400.00, as depicted in the attached **Exhibit B** (“Improvement Cost”).

- 5) The parties acknowledge and agree that any building permits issued within the Development shall have the applicable road impact fee that would have been collected from each of the issued building permits credited against the RIF Credit until such time that the Road Impact Fee is completely recognized for the Development or the RIF Credit is completely accounted.
- 6) Any notice, statement, demand, or other communication required or permitted to be given, rendered, or made shall be addressed as indicated below:

If to Westfield:

City of Westfield
Attn: Jeremy Lollar,
Director of Public Works
2706 East 171st Street
Westfield, IN 46074

With a copy to:

Taft
One Indiana Square, Suite 3500
Indianapolis, IN 46204
Attn: Manny Herceg

If to Developer:

Epcon Westfield, LLC
Attn: Brooks Longfellow
11555 North Meridian Street; #120
Carmel, IN 46032

- 7) On _____, the Westfield Board of Public Works and Safety authorized the Director of the Public Works Department to execute this Agreement.

Developer name:
Epcon Westfield, LLC

City of Westfield,
Hamilton County, Indiana

By: _____

By: _____

Printed Name: _____

Jeremy Lollar, Director

Title: _____

Public Works Department

Date: _____

Date: _____

Exhibit A
Site Plan for the Development

Exhibit B
The Cost

Option 2	LF	Unit Price	Ext
27" RCP	675	\$100.00	\$ 67,500.00
New 60" MH			\$ 5,000.00
New 60" MH 524			\$ 5,000.00
Construction Engineering			\$ 900.00
			\$ 78,400.00

Exhibit C
Legal Description of Real Estate



January 17, 2022

Wes Rood
City of Westfield Public Works
2728 E. 171st St.
Westfield, IN 46074

Subject: **Stormwater Utility, Master Plan, and BMP/Pipe Inventory Update
Professional Services Proposal**

Dear Mr. Rood:

Christopher B. Burke Engineering, LLC is pleased to provide this proposal for professional engineering and planning services related to updating the City of Westfield's stormwater utility, stormwater master plan, and post-construction stormwater BMP and pipe inventory. The following is our understanding of the assignment, scope of services, schedule, and estimated fee in support of the project.

UNDERSTANDING OF THE ASSIGNMENT

It is our understanding the City would like to revisit the fee and rate structure for the stormwater utility and determine if a rate increase is needed, update the capital project list through a citywide stormwater master planning process, and inventory the stormwater post-construction BMPs and stormwater pipes located in public and private developments.

SCOPE OF SERVICES

Task 1 – Stormwater Utility Update: Burke will update the existing GIS impervious layer to include nonresidential parcels that have been developed since 2016 and will confirm the equivalent residential unit (ERU) is representative of the average impervious cover of residential properties. We will update the rate study database with the most recent impervious areas and the ERU value, if needed. Burke will update the stormwater program costs worksheet to include the costs associated with implementation of the new MS4 general permit and the capital projects identified in Task 2. We will meet with City staff to review the updated rate structure, cost worksheet and list of large rate payers. In support of local adoption, we will draft a memo and conduct an education session for council members and prepare a list of frequently asked questions for the public. Burke will assist, as needed, with updating the ordinance language, attending council meetings, and converting the rate study database to the billing database. The deliverables for this task will be the stormwater program costs worksheet and rate study database in excel, the updated impervious layer in GIS and the council memo and public frequently asked questions in Word and PDF.

Task 2 – Stormwater Master Plan Update: Burke will meet with City staff to discuss and prioritize known drainage, flooding, and water quality problem areas. We will conduct detailed evaluations on up to six of these problem areas to determine conceptual, preliminary solutions, and associated costs. We will then meet with City staff to review our findings and prioritize and develop a plan for implementation. Costs associated with capital projects will support the stormwater utility update in Task 1. Burke will summarize these findings in a report and prepare standalone project factsheets for priority projects. The project factsheets include an overview of problem, solution, cost and benefit. The deliverables for this task will be a report and project factsheets.

Task 3 – Post-Construction BMP & Pipe Inventory Update: Burke will digitize the location and attach attributes of stormwater post-construction BMPs and stormwater pipes from 321 archived plan sheets into GIS. We will prepare a memo outlining the procedures on how to add and attribute future stormwater infrastructure. The deliverable for this task will be a BMP and pipe layer in GIS and associated attribute table.

SCHEDULE

Services by Burke for this project will be provided within 10 months of the notice to proceed.

ESTIMATED FEE

We have estimated the total fee for completing this project shall not exceed **\$105,000**. We will bill you monthly, on a time and material basis, for assigned tasks in accordance with our attached standard charges for professional services.

In addition, our contract will be established in accordance with the attached general terms and conditions, which are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested additional meetings or additional services that are not included in the preceding fee will be billed at the attached hourly rates.

If this proposal meets with your approval, please sign where indicated and return an executed original to us as our notice to proceed. The executed proposal, along with the estimated fee, and the attached standard charges for professional services and general terms and conditions constitute the whole of our agreement. Any modification to any part of this agreement without prior acknowledgement and consent by Burke will make null and void this agreement. Any time commitment made by Burke as part of the agreement does not begin until Burke has received an executed original.

Burke affirms under penalties for perjury that the Consultant does not knowingly employ an unauthorized alien.

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

Sincerely,



Jon D. Stolz, PE
Managing Vice President

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

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

Enclosures: Standard Charges for Professional Services
 General Terms and Conditions



Standard Charges for Professional Services, January 2022

<u>Personnel</u>	<u>(\$/Hr)</u>
Engineer VI.....	225
Engineer V	210
Engineer IV.....	175
Engineer III	155
Engineer I/II	113
Resource Planner V	175
Resource Planner IV.....	150
Resource Planner III	130
Resource Planner I/II	105
Engineering Technician IV	165
Engineering Technician III	139
Engineering Technician I/II	105
CAD II.....	130
CAD I	107
GIS Specialist IV	160
GIS Specialist III.....	150
GIS Specialist I/II	100
Environmental Resource Specialist V	175
Environmental Resource Specialist IV	145
Environmental Resource Specialist III.....	125
Environmental Resource Specialist I/II	105
Environmental Resource Technician.....	100
Administrative	85
Engineering Intern.....	60
Information Technician I/II.....	85

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

**Charges include overhead and profit*

Christopher B. Burke Engineering, LLC reserves the right to increase these rates and costs by 5% if the contract is executed after December 31, 2022.

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

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

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

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

3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. **Suspension of Services:** Client may, at any time, by written order to Engineer (Suspension of Services Order), require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. **Documents Delivered to Client:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

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

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

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

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

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

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

8. **Standard of Practice:** The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. **Compliance with Laws:** The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

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

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

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

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

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

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

11. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. **Governing Law and Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Indiana.

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

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

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

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

13. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be

limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

15. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement."
17. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.
21. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. **Limit of Liability:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert

witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

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

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

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

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

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

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

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

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

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

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

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

Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees and acknowledges that Engineer shall be considered a third party beneficiary of those contracts into which this clause has been incorporated; and agrees to assume the entire liability for all personal injury claims suffered by its employees, including without limitation, claims asserted by persons allegedly injured on the Project; waives any limitation of liability defense based on the Workers' Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees, and consultants (the "Indemnitees") from and against any such loss, expense, damage or injury, including attorneys' fees and costs that the Indemnitees may sustain as a result of such claims.

28. **Job Site Safety/Supervision and Construction Observation:** The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor

shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

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

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

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

29. **Insurance and Indemnification:** The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

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

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

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

31. **Non-Discrimination.** Engineer agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.
32. **E-Verify.** Pursuant to Ind. Code § 22-5-1.7-11, Engineer, by entering into this Agreement with Client, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. Engineer is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists. Engineer hereby states that it does not knowingly employ an unauthorized alien. Engineer further affirms that it will enroll in the E-Verify program, and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.
33. **Non-Appropriation.** The Parties acknowledge that Client is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the initial term or subsequent term of this Agreement, Client's fiscal body should fail to appropriate sufficient funds to continue this Agreement, it will become null and void. Client shall not be obligated to perform unless and until sufficient funds are appropriated. Client agrees to seek funding for the continuation of this Agreement during each budget cycle during the initial term or subsequent term of this Agreement. Client agrees to inform Engineer in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all services provided prior to exhaustion of the appropriated funds.

February 23, 2010-INDIANA

ENCROACHMENT PERMIT APPLICATION

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

For Office Use Only

Permit Number _____
Expires _____
Permit Fee _____
Fee Waived _____

Application Date: 12/14/2021 Estimated Completion Date: 1/20/2021
Work Address: 18150 Mule Barn Rd, Westfield Subdivision: _____

Name of Contractor/Utility: Duke Energy

Address: 100 S Mill Creek Rd
City: Noblesville State: IN Zip: 46062
Phone: 317-776-5350 Fax: _____
Email: jd.cox@duke-energy.com

Name of Sub-Contractor: ARC American

Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Email: _____

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

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

Please describe proposed work: Relocate pole and underground line for accell/decel lane as part of new IMI plant being built.

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

SIZE OF STREET OR RIGHT-OF-WAY CUT

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

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

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

TRAFFIC PORTION AFFECTED BY PERMIT

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

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

TERMS AND CONDITIONS FOR ENCROACHMENT PERMIT

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

Signature of Applicant: _____ Title: Engineer I

Printed Name: JD Cox Date: 12/14/2021

Company Name: Duke Energy Phone Number: 317-776-5350

For Office Use Only:

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

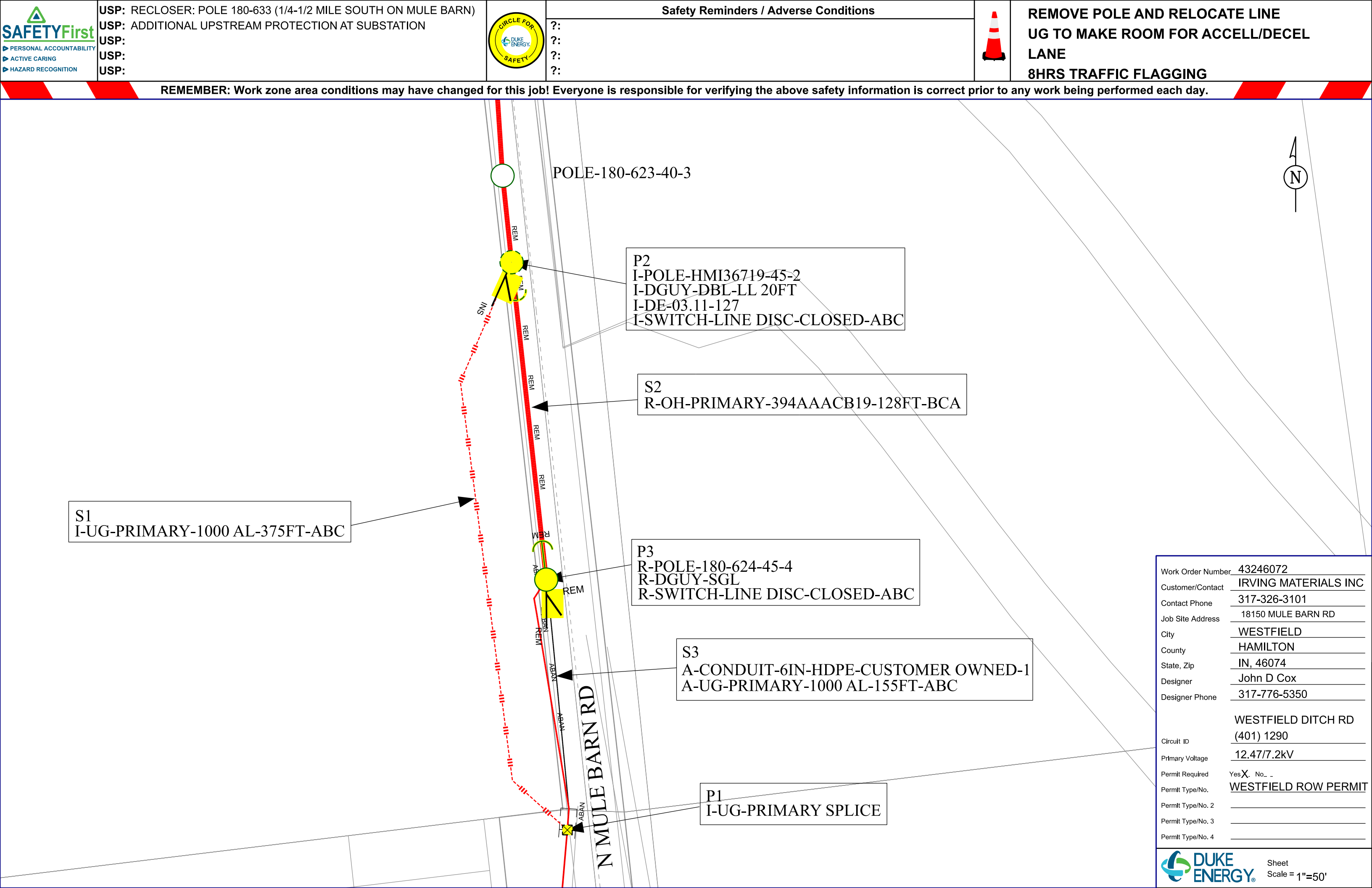
Steel Plates or other authorized substitute to be used? YES NO (If yes, refer to #4 above)

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

Director/or his representative

Project Manager/when applicable

Date Approved



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

S1
I-UG-PRIMARY-1000 AL-375FT-ABC

P2
I-POLE-HMI36719-45-2
I-DGUY-DBL-LL 20FT
I-DE-03.11-127
I-SWITCH-LINE DISC-CLOSED-ABC

S2
R-OH-PRIMARY-394AAACB19-128FT-BCA

P3
R-POLE-180-624-45-4
R-DGUY-SGL
R-SWITCH-LINE DISC-CLOSED-ABC

S3
A-CONDUIT-6IN-HDPE-CUSTOMER OWNED-1
A-UG-PRIMARY-1000 AL-155FT-ABC

P1
I-UG-PRIMARY SPLICE

Work Order Number	43246072
Customer/Contact	IRVING MATERIALS INC
Contact Phone	317-326-3101
Job Site Address	18150 MULE BARN RD
City	WESTFIELD
County	HAMILTON
State, Zip	IN, 46074
Designer	John D Cox
Designer Phone	317-776-5350

Circuit ID	WESTFIELD DITCH RD (401) 1290
Primary Voltage	12.47/7.2kV
Permit Required	Yes ☒ No ☐
Permit Type/No.	WESTFIELD ROW PERMIT
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	

CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services (“Vendor Contract”) is made and entered into as of the January 4th, 2022, by and between City of Westfield (“Contracting Party”) and Brightview (“Vendor”).

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

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

- (a) Goods and/or services provided by Vendor: Brightview Landscaping, LLC (See Exhibit B attached hereto and made a part hereof).
- (b) Location: Multiple Sites in Westfield, IN 46074 (the “City Property”)
- (c) Term: The agreement terminates on December 31, 2024 unless written contract renewal notification is sent to vendor 90 days prior to termination date.
- (d) Purchase Price:

2022- \$466,182.00, Payable in nine (9) equal installments of \$51,798.00 beginning March 1st

2023- \$480,167.46, Payable in nine (9) equal installments of \$53,351.94 beginning March 1st

2024- \$494,572.50, Payable in nine (9) equal installments of \$54,952.50 beginning March 1st

- (e) Addresses:

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

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

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

If to Vendor:

Brightview Landscaping, LLC
8731 Americana Blvd

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

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

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

CONTRACT TERMS AND CONDITIONS

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

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

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

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

pass on to Contracting Party any discounts and/or savings for prompt payment or rebates for quantity purchasing it receives.

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

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

7. **LIENS:** Vendor shall not cause or permit the filing of any lien related to its services. In the event any such lien is filed and Vendor fails to remove such lien of record within thirty (30) days after the filing thereof, by payment or bonding, Contracting Party shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense. Vendor shall indemnify and hold harmless Contracting Party from and against any and all liability, loss, judgments, costs and expenses, including reasonable attorneys' fees, incurred by Contracting Party in connection with any such lien.

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

its sole discretion, the services which were to be provided by Vendor and Vendor shall be liable to Contracting Party for any reasonable and immitigable excess costs above the costs of this contract incurred by Contracting Party in performing or obtaining such similar services; and (3) to exercise any other right or remedy available to Contracting Party at law or in equity and except to the extent of any betterment realized by the Contracting Party.

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

10. **REQUIRED INSURANCE AND INDEMNIFICATION:**

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

Worker’s Compensation	Required.
Employer’s Liability	\$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limits.
Commercial General Liability (CG0001) , including Personal Injury, Premises Operations, including explosion, collapse or underground property damage hazards, including costs to repair or replace damaged work. (The Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy).	\$1,000,000 Per Occurrence and \$2,000,000 General Aggregate.
Commercial Automobile Liability , including Owned, Non-Owned and Hired Car coverages.	\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage.

- (b) The insurance shall be procured from companies authorized to do business in the state of Indiana. Except as otherwise expressly set forth herein, coverage shall be on an occurrence basis. All insurance procured or maintained by Vendor on which the Contracting Party is an additional insured, shall be primary. Any insurance maintained by Contracting Party shall be considered excess and non-contributory.

Vendor shall permit Contracting Party to examine the actual policies upon request at the Vendor's offices where the policy is stored.

- (c) A Certificate of Insurance acceptable to Contracting Party shall be submitted to Contracting Party prior to commencement of any work hereunder, including, without limitation, a certificate issued by the Industrial Board or other appropriate agency in the State of Indiana showing that the Worker's Compensation and other employee benefit insurance is in full force and effect. Each insurer shall possess an A.M. Best's rating of no less than A-VIII as of inception of this Contract. The Certificate of Insurance shall contain a provision that coverage shall not be canceled unless at least thirty (30) days' prior written notice has been given to Contracting Party. The Certificate of Insurance shall name the Contracting Party as an additional insured with respect to all but the Worker's Compensation, Employee Liability, and Professional Liability coverage. The additional insured endorsement shall state that coverage is afforded the additional insured as primary and non-contributory. In addition, each Certificate of Insurance shall provide that the Certificate Holder is the Contracting Party, c/o City of Westfield. Vendor shall not have earned any fees nor be due any payments hereunder unless and until such Certificate of Insurance is received by Contracting Party.
- (d) Vendor shall indemnify and hold harmless Contracting Party, and its employees from and against any and all liability, claim, damage, loss or expense (including, without limitation, court costs and reasonable attorneys' fees) to the extent caused by any negligence of the Vendor, its employees or sub Vendors, in the performance of the services under this contract, but not to the extent arising directly out of the negligence of Contracting Party. This subparagraph (d) shall survive the expiration or termination of this Contract.
- (e) Without limiting anything set forth in this paragraph 10, the following additional insurance coverage limits are required for the professional engineering services specifically required by the scope of the contracted goods and services: \$1,000,000 per claim and \$1,000,000 general aggregate professional liability, with retroactive coverage to the earlier of date of execution of Contract and commencement of any work and coverage for a minimum period of two (2) years after professional services completion.
- (f) If Vendor fails to maintain the insurance as set forth herein, Contracting Party may terminate this Contract immediately or, at the option of Contracting Party, Contracting Party may obtain insurance on the Vendor's behalf and offset the cost of insurance related to the contracted services against any payments due Vendor.

11. **SAFETY**: Vendor shall, related to the services hereunder, fully observe any and all known federal, state and local safety performance standards and all additional applicable laws, ordinances, rules, regulations and orders of public authorities having jurisdiction over the work area. Without limiting the foregoing, Vendor shall also comply with Contracting Party's Project Rules, a copy of which is attached hereto as Exhibit A and made a part hereof. Compliance with such standards, laws, ordinances, rules, regulations and orders shall be at the sole cost of Vendor. Violations can and/or will result in immediate corrective and disciplinary actions being taken, including, without limitation, termination of this Contract. If this Contract is terminated pursuant to

this paragraph 11, Contracting Party shall not be required to make any further payments to Vendor except for conforming goods and services rendered prior to such termination. A safety representative employed by Contracting Party or an insurer may, from time to time, conduct safety inspections and submit safety findings. Vendor shall, at its expense, implement any reasonable abatement procedures recommended by such safety representative or insurer related to the contracted services.

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

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

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

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

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

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

18. **RELATIONSHIP OF PARTIES**: Vendor and Contracting Party are independent contracting parties and not agents, employees, partners, joint ventures or associates of one another, and nothing in this Contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Vendor shall pay all wages and appropriate expenses of its employees, including, without limitation, all federal, state and local taxes, social security taxes and other employment or personnel taxes or

assessments. Contracting Party shall not be liable for any injury (including death) to any persons, or any damages to any property incurred in connection with the performance of this Contract, to the extent caused by Vendor's fault or negligence.

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

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

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

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

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

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

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

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

EXECUTED this _____ day of _____, 2021.

Contracting Party:

Vendor:

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

Brightview Landscaping, LLC
8731 Americana Blvd
Indianapolis, IN 46268

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A

Project Rules

In an effort to have COMPLETE CUSTOMER SATISFACTION, we have prepared the following Project Rules. Your personnel and all subcontracted parties shall comply with these rules without exception. Failure to follow Project Rules may be grounds for project dismissal and potentially contract termination. Following these rules will help us collectively acquire COMPLETE CUSTOMER SATISFACTION.

SITE ACCESS

- ☐ General: Vendor/Contractor (“Contractor”) shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits.
- ☐ Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- ☐ Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to City, City's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- ☐ Schedule deliveries to minimize use of driveways and entrances by construction operations and reduce space and time requirements for storage of materials and equipment on-site.
- ☐ Restricted Site Access: The only egress point to and from the Project area shall be as dictated by the City or authorized City’s representative. Coordinate work activities in advance.
- ☐ All construction personnel will be required to have photo identification with them at all times on the project. All construction personnel shall also carry Vendor identification with them or wear hardhats with company logo and the employee’s name visible to determine their site permissions.
- ☐ Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise, vibration, odors, or other disruption to occupied areas of the Project, as applicable.
- ☐ Notify City(s) not less than five days in advance of proposed disruptive operations. Obtain City(s) written permission before proceeding with disruptive operations.
- ☐ Perform work with least possible disturbance to occupants of existing facilities.
- ☐ Contractor shall seek approval from City or City representative before beginning any work outside of the approved project limits or area.
- ☐ Prior to commencing the Work, the Contractor shall tour the Project site to **examine and record** any existing damage to adjacent site or building improvements to serve as a basis for determination of subsequent damage due to Contractor's operations. Contractor shall submit such report to the City prior to commencing work.

LIMITED CITY OCUPANCY (If Applicable)

- ☐ The City and its partners intend to occupy parts of the Project immediately upon completion and when safe access is available. Your work must be coordinated in advance to limit the exposure of construction activities to occupants of the Project.
- ☐ Before limited City occupancy of any building, the mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, City will operate and maintain mechanical and electrical systems serving occupied portions of Work.

- ❑ On occupancy, City will assume responsibility for maintenance and custodial service for occupied portions of Work.

MATERIAL MANAGEMENT PLAN

- ❑ Contractors shall prepare a Site Utilization Plan to be submitted to the City for review and approval.
- ❑ The site use plan shall include but not be limited to the following items:
 - Material storage areas (identify material and ownership).
 - Equipment compounds.
 - Temporary utilities required
 - Trash and waste containers required for environmental disposal of waste.
 - Any other specific items requiring coordination with the City, Project partners or other trade contractors.
- ❑ Safe and protected storage of materials and equipment of the Contractor is the responsibility of the Contractor. All materials stored by the Contractor on the site are to be protected in a manner to not jeopardize their warranty or quality of material finish.

CLEAN UP

- ❑ During the progress of the Work, the Contractor shall keep the site and other areas free from accumulation of waste materials, rubbish and other debris, as provided in the contract. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations in the most environmentally sensitive manner possible. Burial of waste materials, rubbish, and other debris on the site is strictly prohibited.
- ❑ Contractor shall provide daily cleaning of their work areas including sweeping and trash/debris/rubbish removal. Contractor shall be responsible for moving trash to the designated refuse areas for disposal by others.
- ❑ At no time shall a contractor block an egress path without the expressed consent of the City or authorized City representative.
- ❑ At the completion of the Work, the Contractor shall remove from the site all tools, appliances, construction equipment, machinery, trailers, and temporary structures/utilities that they erected as well as surplus materials, rubbish and trash.

WORK HOURS

- ❑ It is the expectation of City that ALL Contractors and subcontractors limit work to normal business working hours, Monday through Friday, unless otherwise required or approved in advance by City.
- ❑ The Work of this Project shall be accomplished during normal working hours and days. Contractors planning to work on weekends or observed holidays must schedule with the authorized Owner agent, no later than 48 hours prior to the anticipated work day.
- ❑ Normal working hours and days are defined as:
 - Mondays through Fridays, 7:00 a.m. to 6:00 p.m. (typical)
 - Weekends (Saturday and Sunday), as scheduled and approved in advance by the City.
 - No work shall be performed on days of normal observance of the following holidays:
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day and the Friday following
 - Christmas Day
- ❑ Requests for work on non-normal work days or outside the defined normal working hours of this project, does not constitute an approval of said request and may need to be rescheduled to provide adequate security and supervision as required by Contract.

- ❑ No use of power actuated tools or hammer drills is permitted at an occupied City building or adjacent to private residence and/or business between the hours of 7:00 AM and 5:00 PM, or as directed by City officials

PUBLIC ACCESS AND SAFETY

- ❑ Contractor is responsible to provide all safety measures required and implied as necessary to protect all persons on the Project site and all persons and public adjacent to their construction zones. It is not the responsibility of the City to specify measures to be taken.
- ❑ Comply with applicable safety and security regulations of all authorities having jurisdiction. These regulations set forth minimum requirements. Contractor shall not reduce his normal safety provisions or ignore safety regulations required by other authorities having jurisdiction where other requirements are more stringent.
- ❑ The Contractor shall provide, for coordination, and information, all material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations. Contractors must provide updated and current information as it becomes available.
- ❑ In the case of an emergency affecting the safety or protection of persons or the Work or property at the Site or adjacent areas, the Contractor shall act to prevent threat of damage, injury, or loss. The Contractor shall immediately notify the City. Within 24 hours the Contractor shall provide written notification and documentation of the event, indicating if he believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof.
- ❑ The Contractor shall designate a qualified, experienced safety representative at the Site.

SITE DECORUM

- ❑ Contractor and subcontracted employees shall conduct themselves in a professional manner in all areas of the City.
- ❑ Refrain from contact with the general public. When this cannot be avoided, Contractor's and the subcontractor's employees are to be courteous at all times.
- ❑ Proper work attire shall be required at all times on the Project. In addition to the required personal protective devices and attire required to perform work safely, all site workers are to wear clothing appropriate for the work that they are performing. Clothing with inappropriate language or pictures are strictly forbidden.
- ❑ Contractor shall control the conduct of its employees so as to prevent unwanted interaction initiated by Contractor's employees with City/Project personnel, public, other contractors and their employees, or other individuals, in the vicinity of the project site. In the event that any Contractor employee initiates such unwanted interaction, or utilizes profanity, Contractor shall, either upon request of the City or on its own initiative, replace said employee with another of equivalent technical skill, at no additional cost to the City.
- ❑ No radios, other than two-way communication type, will be allowed on the Project site.
- ❑ Smoking or the use of any tobacco products (including chew and snuff) is **NOT ALLOWED** on the Project or any City-owned properties.
- ❑ Water is allowed in Project buildings however ALL other beverages and food are only permitted in designated break areas.
- ❑ Use of any controlled substances on City's property is not permitted.
- ❑ No alcoholic beverages, illegal drugs, controlled substances or firearms of any kind are permitted on the construction site. Any persons found on the site with such in their possession will be escorted from the premises and not permitted to return.

- ❑ Fighting and horseplay on the project site are absolutely forbidden. Participants in fights will be escorted from the premises and not permitted to return.

PARKING

- ❑ Project parking is allowed at designated areas of the Project.
- ❑ Personal vehicles are to remain in provided parking areas.
- ❑ Only approved company work vehicles are allowed on the project site. This effort is dictated to prevent damage to site and other improvements and promote a safe project by minimizing project congestion.
- ❑ For Construction **LOADING AND UNLOADING ONLY**:
 - Contractors shall be allowed to deliver daily equipment and materials to the Project construction areas so as long that they minimize the impact and risk of damage to existing site and project improvements.
 - Delivery of materials, equipment and products associated with the completion of your scope of work must be coordinated in advance.

UTILITY COORDINATION

- ❑ All excavations shall be completed in accordance with City and OSHA standards. Due to the amount of public and private utilities in and around Grand Park, all excavations must utilize a hydro-vac when area of disruption is appropriately sized.
- ❑ Limit construction operations to those methods and procedures which will not adversely and unduly affect the working environment of City's occupied spaces, including noise, dust, odors, air pollution, ambient discomfort, poor lighting, hazards and other undesirable effects and conditions.
- ❑ Notify the City one week in advance of construction activities which will impact the occupancy and use of adjacent areas.
- ❑ Do not interrupt power, lighting, plumbing, telephone and HVAC services to occupied areas. Interruptions must be scheduled a minimum of two days in advance, receive City's approval, and be made known to users of the area a minimum of 24 hours in advance of the actual interruption.
- ❑ Contractor to connect to temporary utilities as designated by the contract documents or by the City. The Contractor will be responsible for installing and removing all temporary utilities, unless directed otherwise.
- ❑ Contractor shall be responsible for site drainage and maintaining erosion control as required.

USE OF ROADWAYS AND PATHS

- ❑ Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- ❑ Use of the City Park paths or perimeter trails, including those at Grand Park, is discouraged but we understand that in many cases cannot be avoided. Please coordinate in advance any vehicle or equipment size and weight with the City prior to mobilizing on site.
- ❑ Where materials are transported in the performance of this Work, do not load vehicles beyond the capacity recommended by the manufacturer of the vehicles or prescribed by any applicable state or local law or regulation.
- ❑ Provide protection against damage whenever it is necessary to cross existing paths, sidewalks, curbs, and gutters on the City project. Repair and make good at the expense of Contractor all damages thereto, including damage to existing utilities and paving, arising from the operations under the Contract.

- ❑ Access onto any athletic field at Sports Campus at Grand Park or onto any City owned property with irrigation installed is strongly discouraged. Contractor shall protect all playing surfaces and site utilities that could be compromised by the construction activities of the Contractor.
- ❑ Truck staging is not allowed on any City street surrounding the Project.
- ❑ Promptly clean all public right-of-ways should dirt or other debris from site be deposited on roads and streets by the Contractor or vehicles used to deliver or conduct the scope of this agreement.
- ❑ It is the responsibility of ALL Contractors to provide flag person(s) at pedestrian crossings of construction equipment at right of ways or pedestrian paths one hundred percent of the time such equipment is operating.

TRAFFIC CONTROL

- ❑ Provide temporary traffic control barriers to ensure safety of all persons and property.
- ❑ Contractor shall provide all flag person(s) necessary to maintain vehicular and pedestrian traffic affected by deliveries and work performed under their scope. All flag person(s) shall be certified through the union hall or other body having the authority to provide this training.
- ❑ Contractor shall provide traffic control for vehicular traffic leaving and entering the site.

CRANES & HOISTING

- ❑ All hoisting and cranes required to perform the scope of your work is the responsibility of the Contractor to install, provide and operate in accordance with all safety regulations of the authorities having jurisdiction. This includes all temporary hoisting required by job conditions for the installation of materials and equipment.

TEMPORARY SHORING AND BRACING

- ❑ Provide temporary shoring and bracing as required for execution of the Work. ALL shoring and bracing shall be engineered by the Contractor and comply with safety regulations of authorities having jurisdiction.

TEMPORARY BARRICADES

- ❑ Provide temporary barricades as necessary for the execution of the work. Maintain barricades in a clean and neat condition until no longer required and removal is approved or requested.
- ❑ Provide temporary barriers or partitions as required to protect any project workers or the general public from injury due to work of this project, and to protect adjacent areas of the project from spread of dust or dirt.
- ❑ When Work involves modification to an existing egress corridor within an existing building, the Contractor shall provide temporary barricades as necessary, constructed in a manner that maintains the fire resistive integrity of the affected corridor(s). Construction and placement of the barricades shall be approved by the City project representative and the authority having jurisdiction.

CONSTRUCTION SIGNAGE

- ❑ Advertising Signage: The use of Contractor/subcontractor advertising signage is strictly prohibited.
- ❑ No ground-mounted signage is allowed on the project site without the expressed written consent of the City.
- ❑ Signage is authorized on construction trailers and corporate-owned equipment and vehicles. Such signage cannot exceed 6' by 4' (24 square feet) in size. Trailers in violation shall be removed from the site by the Contractor and the Contractor shall have the site storage privileges revoked
- ❑ Signage to be fabricated from new materials and constructed from materials able to withstand construction use/abuse and exposure based upon its proposed installation location for its intended use.

❑ Project Specific Signage:

- ALL signage shall be as approved by the City and the authority having jurisdiction.
- All employee personnel informational signage shall be bilingual (English and Spanish) as requested by the City.
- All project specific signage shall include the City logo and project name incorporated into the design of each sign for the project.

TEMPORARY FACILITIES

- ❑ Erect and maintain, for duration of operations and in locations as approved, suitable temporary office facilities as required for Contractor's administration of the Work. Provide necessary sheds and facilities for the storage of tools, materials, and equipment employed in the performance of the Work. Temporary buildings shall be watertight with raised solid floors, solid sheathed and composition roofs, and adequately glazed and screened windows for light and ventilation. Temporary buildings shall be painted colors as approved. Contractor shall furnish daily janitorial service in the trailer. Provide stairs and handicapped ramp per code.

RUBBER TIRED EQUIPMENT

- ❑ Where carts, hand trucks, wheelbarrows, and similar wheeled conveyances are used in interior spaces or on finished surfaces (including synthetic turf fields) on or in any portions of any structure, equipment shall be equipped with pneumatic tires or other tire approved by the City.

REMOVAL OF TEMPORARY FACILITIES

- ❑ Temporary facilities, barricades, utilities and other construction of temporary nature shall be removed from the Project site as soon as the progress of the work will permit in the opinion of the City; and the portions of the Project site and building occupied by same shall be reconditioned and restored to original condition.
- ❑ Legally dispose of all debris resulting from removal and reconditioning operations.

VIOLATIONS

- ❑ Any violator of site restrictions will be subject to removal from the site, with recourse for schedule or cost impact.

GENERAL SAFETY PRECAUTIONS

- ❑ Safe working practices shall be observed at **all times**. The safety of your employees, the buildings and the work site is considered to be paramount. All work shall be conducted and completed by the guidelines set forth by the Federal, Local and State Authorities.
- ❑ The City of Westfield is a "Safe City". Any worker or person on a jobsite shall have 100% protection as defined by OSHA for the hazards that they may be exposed. This includes but is not limited to 100% eye protection, hard hat and hi-visibility vest at all times when on-site.
- ❑ Proper gloves are to be used to limit abrasions and cuts. Hearing protection shall be accessible to employees and used whenever exposed to noises that require such protective devices.
- ❑ Fall protection shall be worn, observed or employed when working at a height greater than 6' unless approved in writing by the City and OSHA/IOSHA. This fall protection directive is to be used at all times and includes activities utilizing articulating boom lifts, scissors lifts, ladders, scaffolding and any other activity where workers are exposed to a fall and shall compile with the provisions of OSHA and IOSHA.
- ❑ Any and all "Hot Work" shall have an appropriate fire extinguisher immediately accessible and be pre-approved by the City officials.

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

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

EXHIBIT B

See attached Proposal Dated 12/1/2021

Attachment 1

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

Attachment 2

The Affidavit of Employee Status shall be signed and notarized.

AFFIDAVIT OF EMPLOYEE STATUS

Re: Project – 2022-2024 High Profile Landscape Maintenance Contract

WHEREAS, the City of Westfield, Hamilton County, Indiana, hereinafter referred to as the “City” is in the process of contracting the 2022-2024 High Profile Landscape Maintenance Package, hereinafter referred to as the “Project”;

WHEREAS, Brightview Landscaping LLC., hereinafter referred to as the “Vendor”, is the general contractor of the above reference project; and

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

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

Signature:

Signature:

Printed Name:

Printed Name:

STATE OF INDIANA:

SS:

COUNTY OF

:

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

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

Signature

Printed Name

My Commission expires _____

I am a resident of _____ County.

CITY OF WESTFIELD BY:

_____, Director of Public Works

STATE OF INDIANA:

SS:

COUNTY OF HAMILTON:

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

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

Signature

Printed Name

My Commission expires _____

I am a resident of _____ County.

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

Attachment 3

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



Invoice Date:	
Invoice or App Number:	

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

Westfield Project Name:	
Westfield Project Number:	
Westfield Project Manager:	
Westfield PO Number:	

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

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



High Profile Landscape Maintenance

Description of Services

LAWN CARE:

- Turf shall be cut to a height of 2 ½" to 4 ½" as conditions dictate. Mowing shall be done frequently enough so that no more than 1/3 of the grass blade is removed per cutting. Mowing equipment and patterns shall be employed to permit recycling of clippings where possible and to present a neat appearance. Blades on all equipment shall be sharp to prevent tearing of the grass blades. The total number of cuttings in this contract is (26/18, respective to RFP spreadsheet) per season.
- Turf adjacent to walks shall be edged (8) times per season. Turf adjacent to curbs shall be edged (8) times per season.

LAWN APPLICATIONS:

- In spring, an application of slow-release granular fertilizer and pre-emergent crabgrass control will be made.
- In late spring, an application of slow-release granular fertilizer and broadleaf weed control will be made.
- In summer, an application of slow release granular fertilizer and spot spraying for broadleaf weeds will be made.
- In fall, an application of slow-release granular fertilizer and broadleaf weed control will be made.
- In late fall, a dormant application of granular fertilizer will be made.

SHRUB, GROUNDCOVER AND PERENNIAL BEDS:

- All beds & tree rings shall be edged (1) time to prevent encroachment of turf and present a neat appearance.
- A pre-emergent weed control shall be applied to all beds & tree rings (1) time per season.
- Fertilizer shall be applied to all beds (1) time per season.
- All established landscape beds and tree rings shall receive AA Hardwood mulch to maintain a depth of 2-3 inches.
- All beds shall be weeded as necessary to present a neat and weed-free appearance.
- A post-emergent herbicide (Roundup®) shall be applied to all beds * times per season.
- All shrub and evergreen beds shall be pruned (1/2, respective to RFP spreadsheet) times per season to remove dead or damaged branches, develop the natural form of the plant, and to create the effect intended by the landscape architect. Pruning is limited to the current season's growth and that which can be reached from the ground.

TREE CARE

- All deciduous trees shall be spot pruned once per season to remove dead or damaged branches and to develop the natural form of the plant.
- All brush and tree limbs shall be cut back (2) times per season that are encroaching the edge of stone shoulder of all trails (respective to RFP spreadsheet). All tree limbs shall be limbed up to 10'.

SEASONAL CLEAN-UPS:

- Spring - All leaves, trash and normal winter debris shall be removed from lawn and bed areas. Any overwintered perennial flowers/grasses will be cut to the ground level.
- Fall - Perennial flowers/grasses will be cut to ground level if necessary. Trash, leaves and debris shall be removed from lawn and bed areas.
- Fallen leaves shall be mulched into or removed from lawn areas.
- Fallen leaves shall be removed from beds.



High Profile Landscape Maintenance Description of Services (cont'd)

MISCELLANEOUS:

- All aggregate parking lots, walking paths, landscape beds, and rip-rap areas shall be maintained in a neat and weed free manner with herbicide applied (6) times per season.
- All aggregate shoulders along trails shall be maintained in a neat and weed free manner with pre-emergent and post-emergent herbicide applied (2) times per season.
- Weeds growing in crack and crevices in hard surfaces shall be treated (6) times per season.

JANITORIAL/PORTERING

- Parks and Trails Restrooms shall be monitored and maintained daily from April to November; 2-3/wk December-March. Services to include, but not limited to:
 - Clean Toilets and Urinals
 - Re-stock Toilet Paper
 - Empty Feminine Hygiene Receptacles
 - Clean and sanitize changing stations.
 - Restock Urinal Cakes
 - Clean sinks and table surfaces
 - Restock soap dispenser
 - Wipe down doors and stalls, hinges and handles
 - Wipe down metal surfaces and kick plates
 - Pick up and empty trash.
 - Restock trash bags
 - Sweep and Mop floors
 - Check functionality of lights, hand dryers, heaters; report inoperable items
 - Collect/report items left behind
- Facility, Park, and Trail Trash/Recycling/Pet Station receptacles shall be monitored and maintained to where the receptacles are never overflowing and pet stations are always stocked. Frequency of monitoring and maintaining will be established by frequency of usage and need, depending on specific location. At most, receptacles shall be monitored daily from April to November; 2-3/wk December to March. Services to include:
 - Empty all trash receptacles
 - Replace trash bags
 - Clean all surfaces on receptacles and nearby benches, tables, bike stations, etc.
 - All visible trash in route of monitoring shall be picked up and disposed.
 - Restock all pet stations
 - Report any vandalism or service issues.
 - Collect/report items left behind.
- All trash and debris shall be collected and disposed along US-31 corridor (9) times per season, to include center prairie and both shoulders from 146th Street to SR 38.



High Profile Landscape Maintenance Line Item

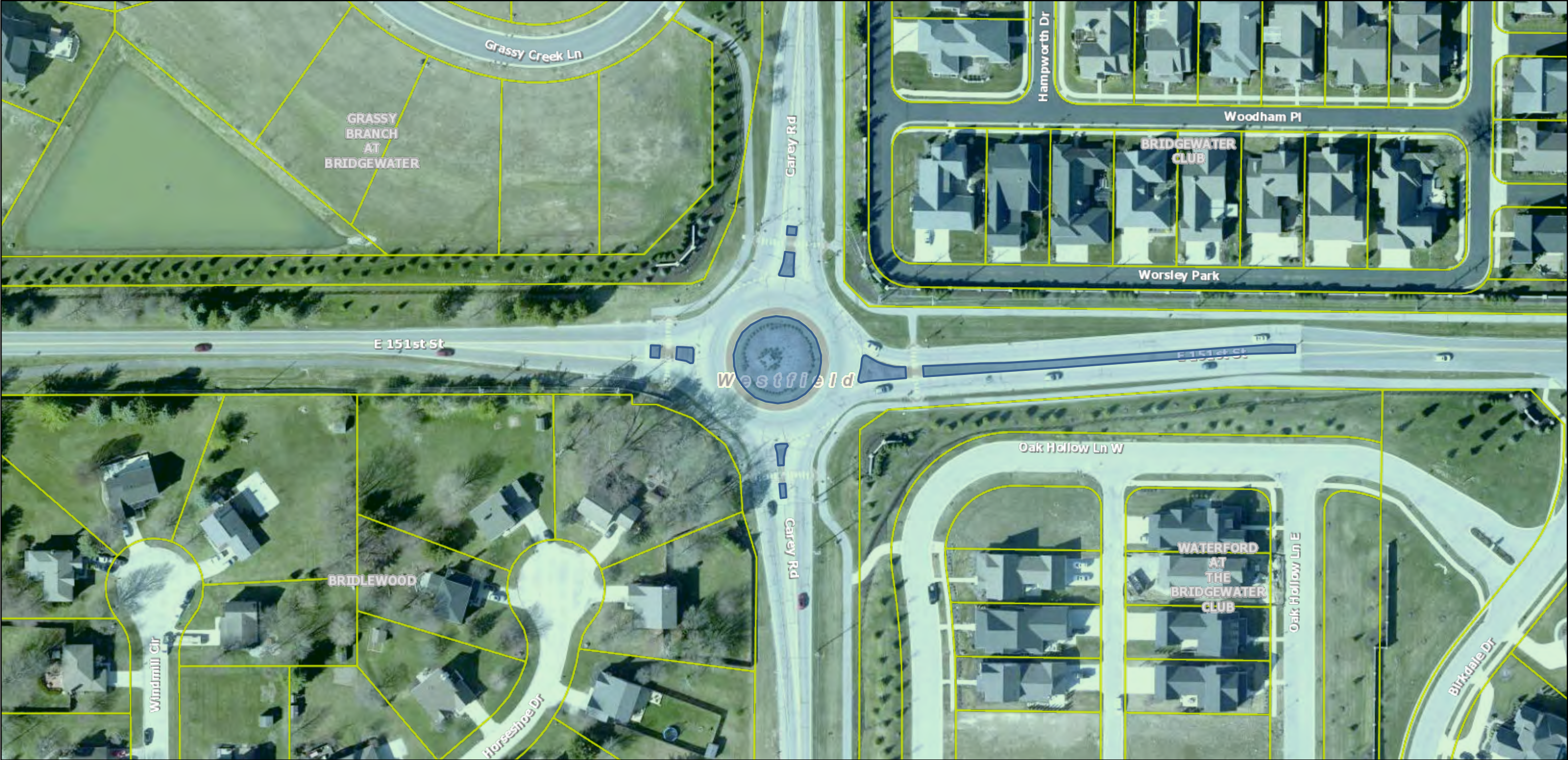
SERVICES	OCCURRENCES	\$ / OCC.	TOTAL
<u>LAWN CARE</u>			
Mow, Trim, & Blow	26	\$ 5,467.00	\$ 142,142.00
Mow, Trim, & Blow	18	\$ 710.00	\$ 12,780.00
Power Edge Walk/Curbs	8	\$ 978.00	\$ 7,824.00
#1 Turf Fertilizer/Crabgrass Pre-Emergent	1	\$ 12,870.00	\$ 12,870.00
#2 Turf Fertilizer/Broadleaf Post-Emergent	1	\$ 12,870.00	\$ 12,870.00
#3 Turf Fertilizer/Spot Spray Broadleaf Post (GJP Only)	1	\$ 132.00	\$ 132.00
#4 Turf Fertilizer/Broadleaf Post-Emergent	1	\$ 11,612.00	\$ 11,612.00
#5 Late Fall Fertilization (GJP Only)	1	\$ 107.00	\$ 107.00
<u>SHRUB, GROUNDCOVER AND PERENNIAL BEDS</u>			
Edge Beds & Tree Rings	1	\$ 10,267.00	\$ 10,267.00
Pre-Emergent Weed Control for Beds & Tree Rings	1	\$ 2,960.00	\$ 2,960.00
Fertilize Beds	1	\$ 2,449.00	\$ 2,449.00
Mulch Installation	1	\$ 32,531.00	\$ 32,531.00
Mulch Bed Weed Control	As Needed		\$ 6,779.00
Post Emergent Bed Weed Control	6	\$ 1,420.00	\$ 8,520.00
Prune Shrubs	1	\$ 772.00	\$ 772.00
Prune Shrubs	2	\$ 1,247.00	\$ 2,494.00
<u>TREE CARE</u>			
Spot Prune Deciduous Trees	1	\$ 1,956.00	\$ 1,956.00
Nature Trail Maintenance (Spring & Fall)	2	\$ 13,399.00	\$ 26,798.00
<u>SEASONAL CLEAN-UPS</u>			
Spring Clean-up	1	\$ 5,215.00	\$ 5,215.00
Fall Clean-up	1	\$ 6,519.00	\$ 6,519.00
Leaf Removal/Mulching	1	\$ 1,956.00	\$ 1,956.00



High Profile Landscape Maintenance Line Item (cont'd)

SERVICES	OCCURRENCES	\$ / OCC.	TOTAL
<u>MISCELLANEOUS</u>			
Post Emergent Weed Control in Aggregate (Lots/Paths/Rip-Rap)	6	\$ 687.00	\$ 4,122.00
Post Emergent Weed Control in Gravel Shoulders (Trails)	2	\$ 887.00	\$ 1,774.00
Crack and Crevice Weed Control	6	\$ 652.00	\$ 3,912.00
<u>JANITORIAL/PORTERING</u>			
Restroom & Trash Receptacle Maintenance	52	\$ 1,543.00	\$ 80,236.00
Thoroughfare Trash Collection	2	\$ 6,891.00	\$ 13,782.00
US-31 Trash Collection	9	\$ 5,867.00	\$ 52,803.00
Payable is (9) equal installments of \$51,798.00 starting March 1, 2022.		2022 SERVICE FEE	\$466,182.00
<i>Every twelve (12) months the Service Fee shall be increased by an amount calculated by multiplying the annual Service Fee for the immediately preceding 12 months, by the greater of 3% or the percentage increase in the Consumer Price Index between the most recently published CPI and the CPI published for the same month for the preceding calendar year.</i>			

151st and Carey Rd RAB



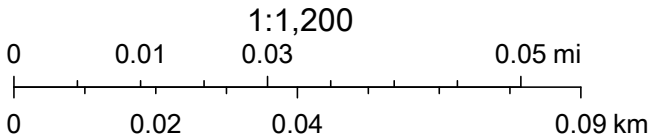
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Corporate Limits (Fill)

- ARCADIA
- ATLANTA
- CARMEL

- CICERO
- FISHERS
- NOBLESVILLE
- SHERIDAN

- WESTFIELD
- Corporate Limits (Outline)
- Parcels

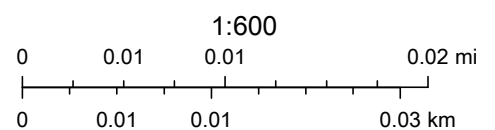


151st and Cool Creek Park Rd RAB

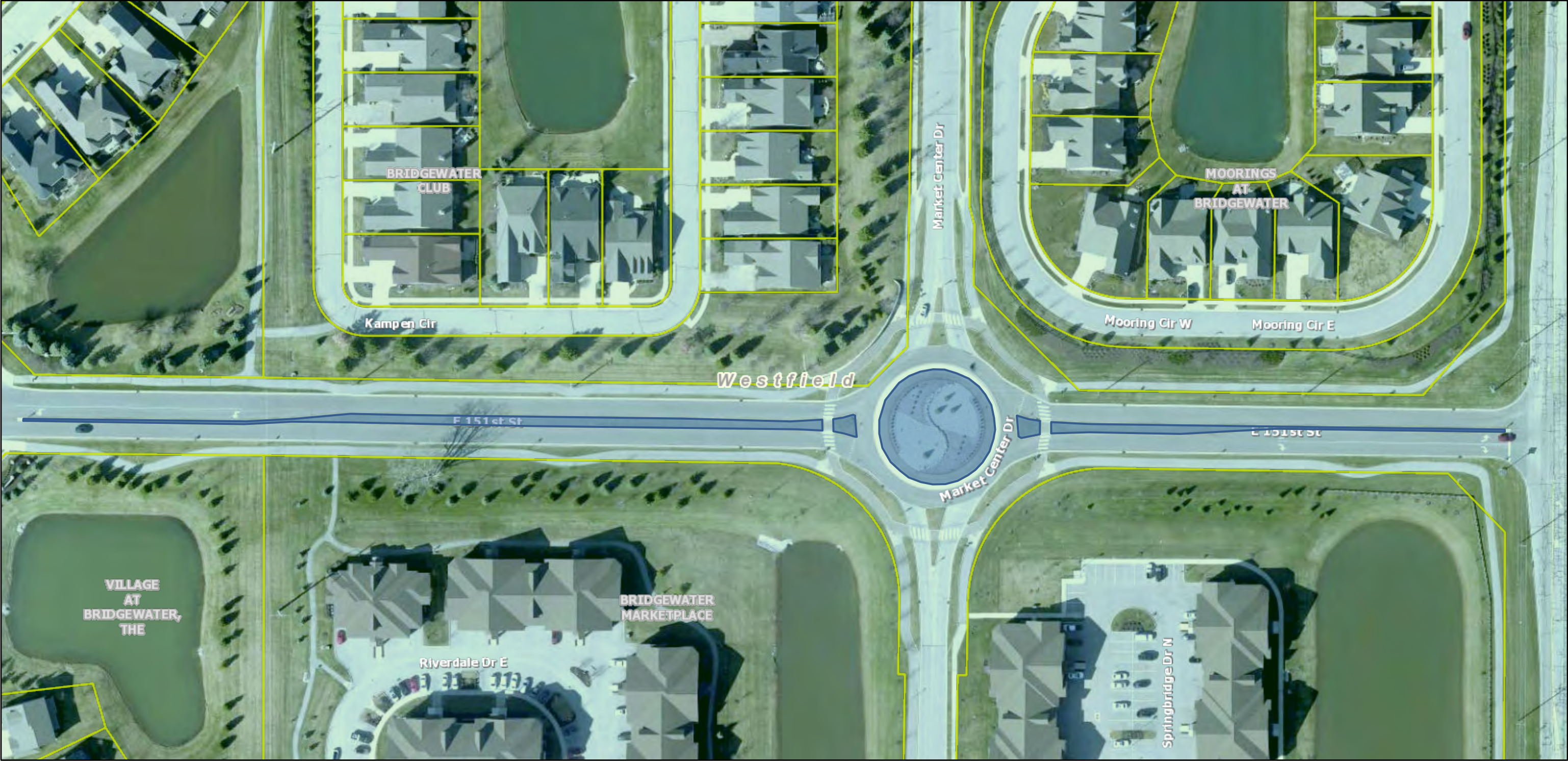


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ARCADIA	SHERIDAN
ATLANTA	WESTFIELD
CARMEL	Corporate Limits (Outline)
CICERO	Parcels
FISHERS	



151st and Market Center Dr RAB



9/1/2021, 8:05:10 AM

Corporate Limits (Fill)

ARCADIA

ATLANTA

CARMEL

CICERO

FISHERS

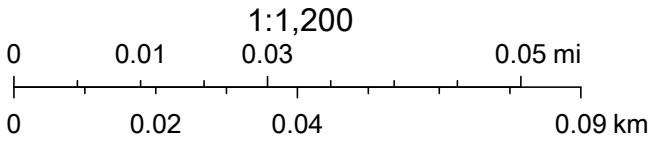
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SHERIDAN

WESTFIELD

Corporate Limits (Outline)

Parcels

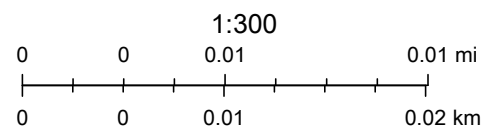


151st and Westfield Blvd RAB

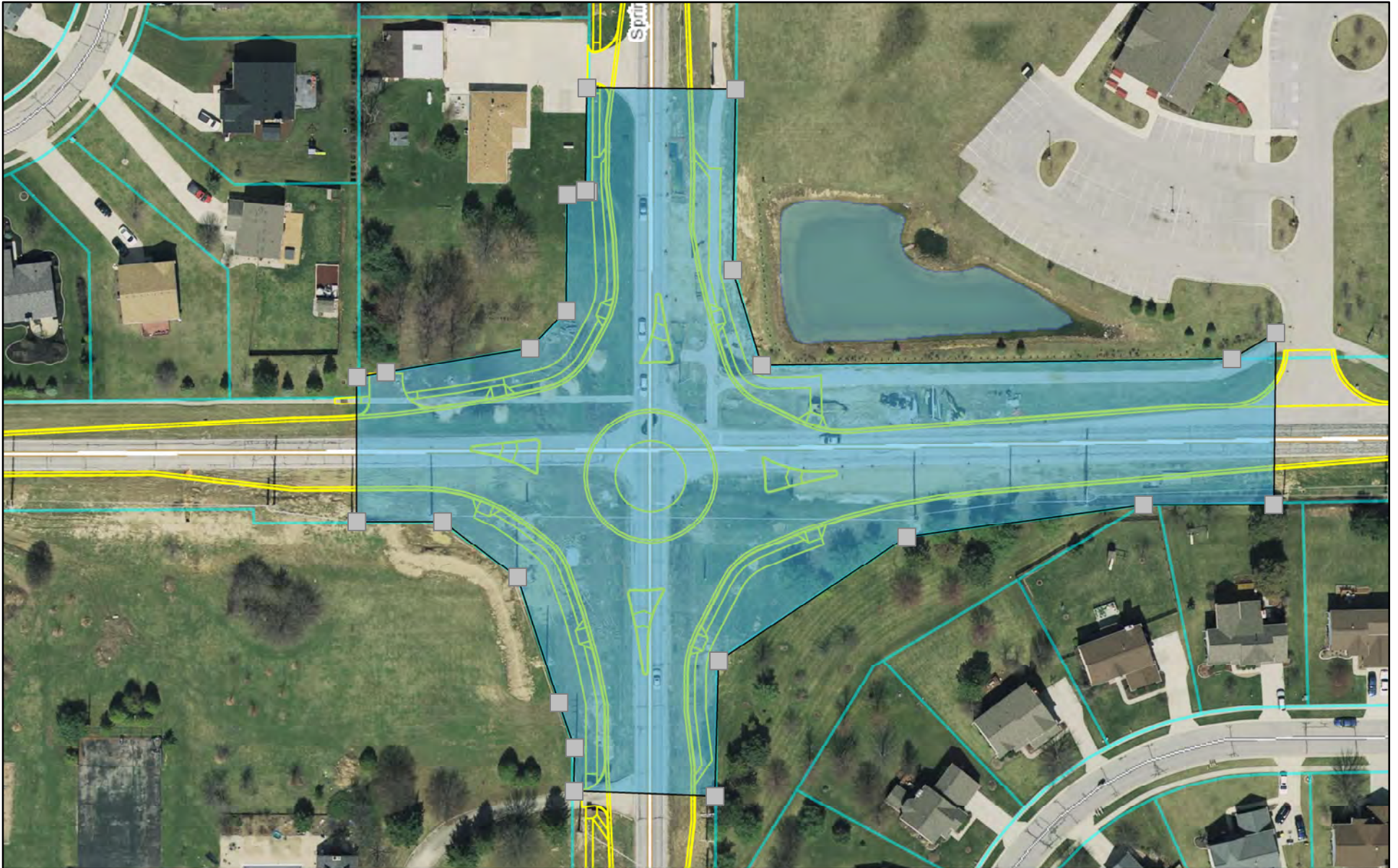


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ATLANTA	WESTFIELD
CARMEL	Corporate Limits (Outline)
CICERO	Parcels
FISHERS	



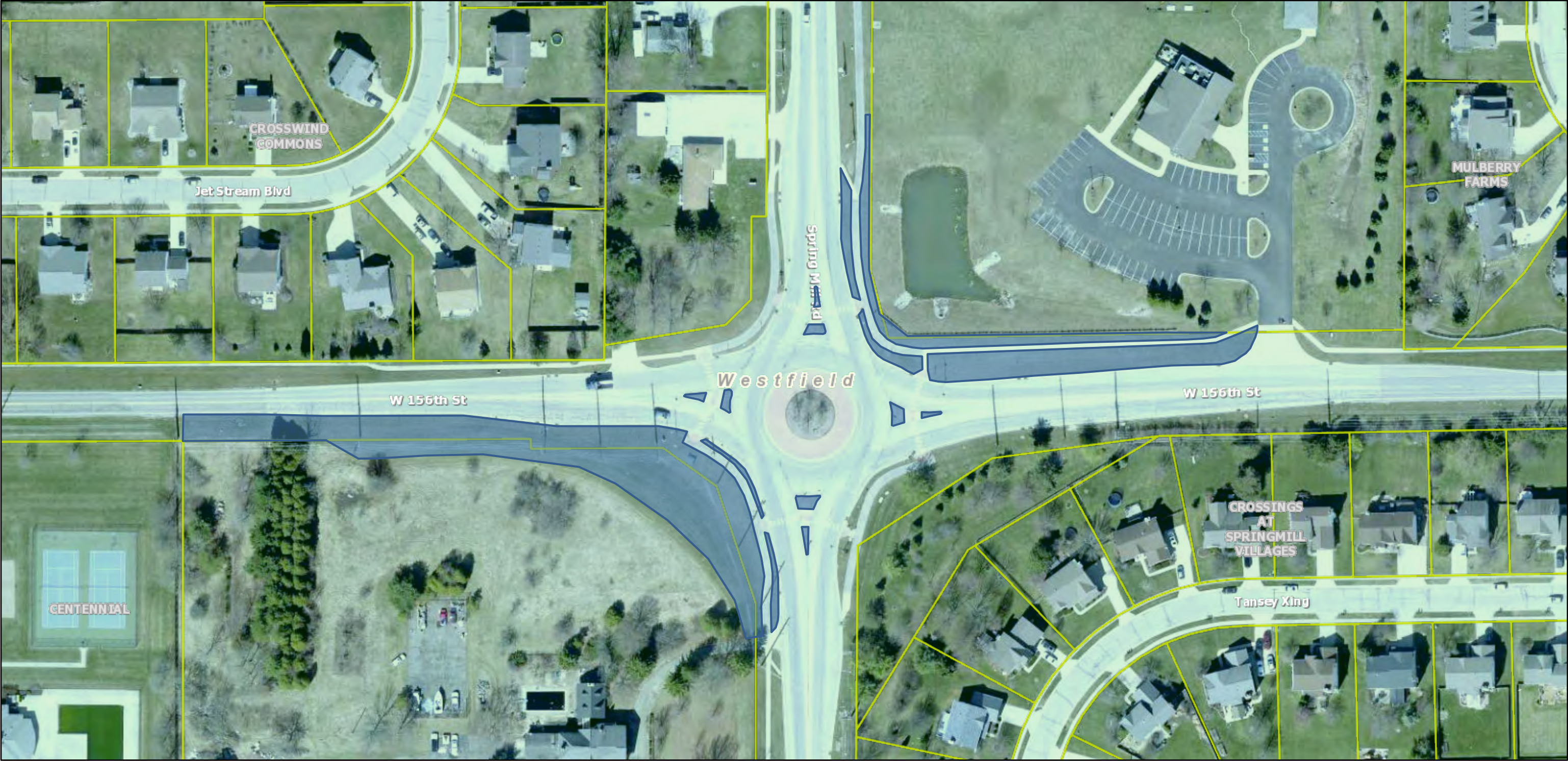
Mowing Area 156 and Springmill



August 13, 2015

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156th and Spring Mill Rd RAB



9/1/2021, 8:43:21 AM

Corporate Limits (Fill)

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- ATLANTA
- CARMEL



CICERO



FISHERS



NOBLESVILLE



SHERIDAN



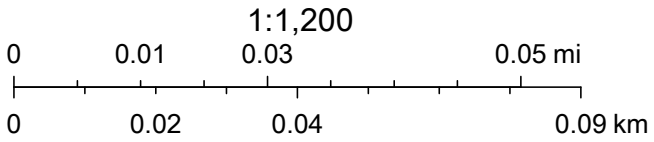
WESTFIELD



Corporate Limits (Outline)



Parcels



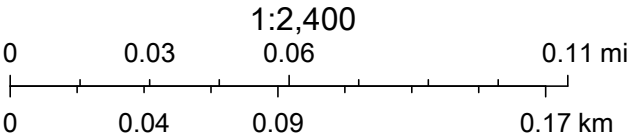
161 and Carey Rd RAB



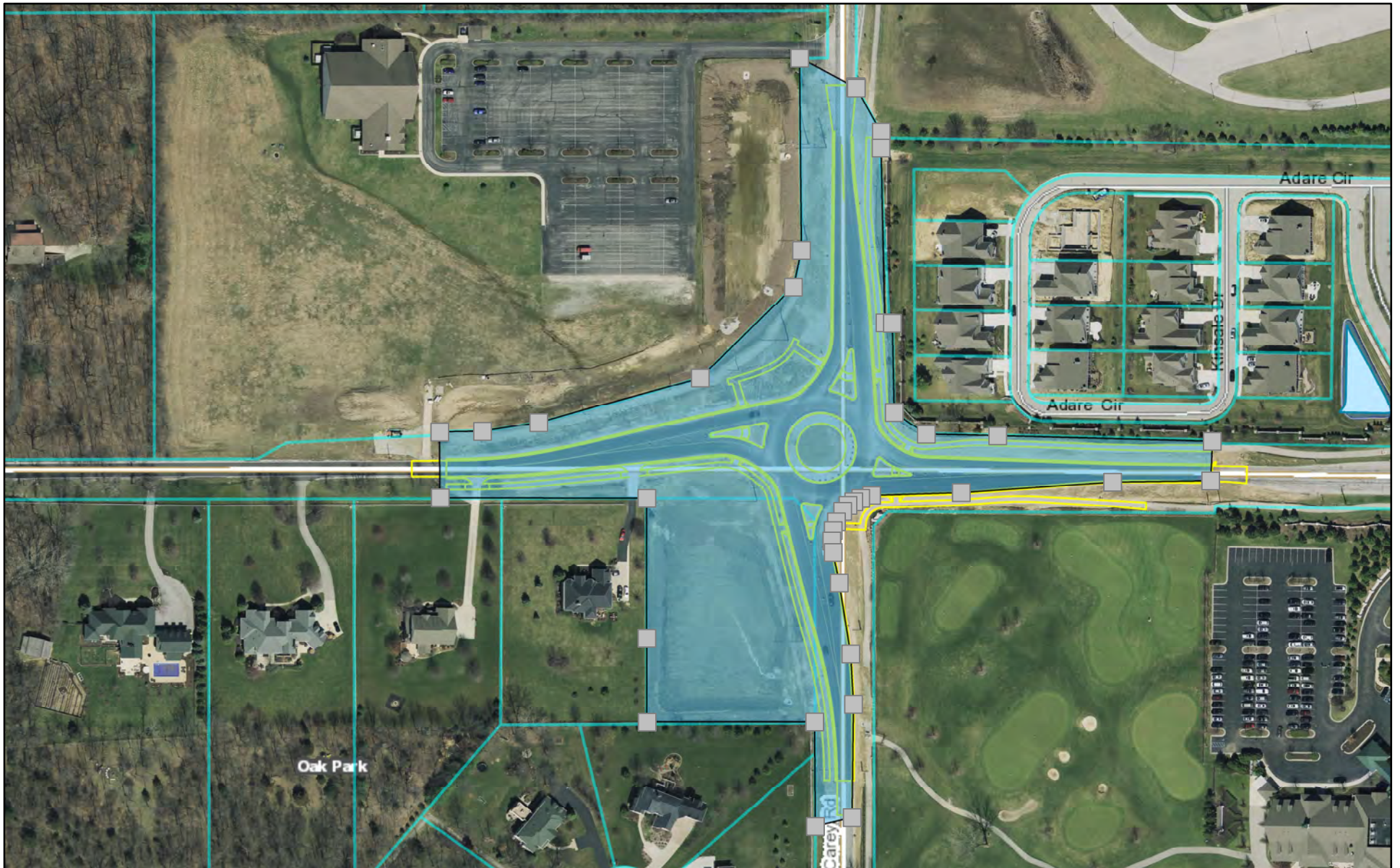
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Corporate Limits (Fill)

- ARCADIA
- ATLANTA
- CARMEL
- CICERO
- FISHERS
- NOBLESVILLE
- SHERIDAN
- WESTFIELD
- Corporate Limits (Outline)
- Parcels



161st and Carey Mowing Map



August 13, 2015

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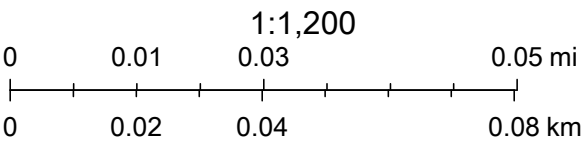
161st and Oak Ridge Rd RAB



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Corporate Limits (Fill)

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- FISHERS
- NOBLESVILLE
- SHERIDAN
- WESTFIELD
- Corporate Limits (Outline)
- Parcels



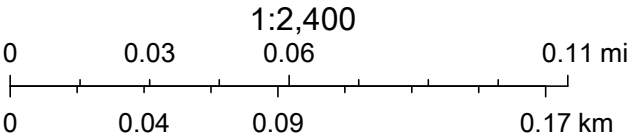
westside 161st and US31



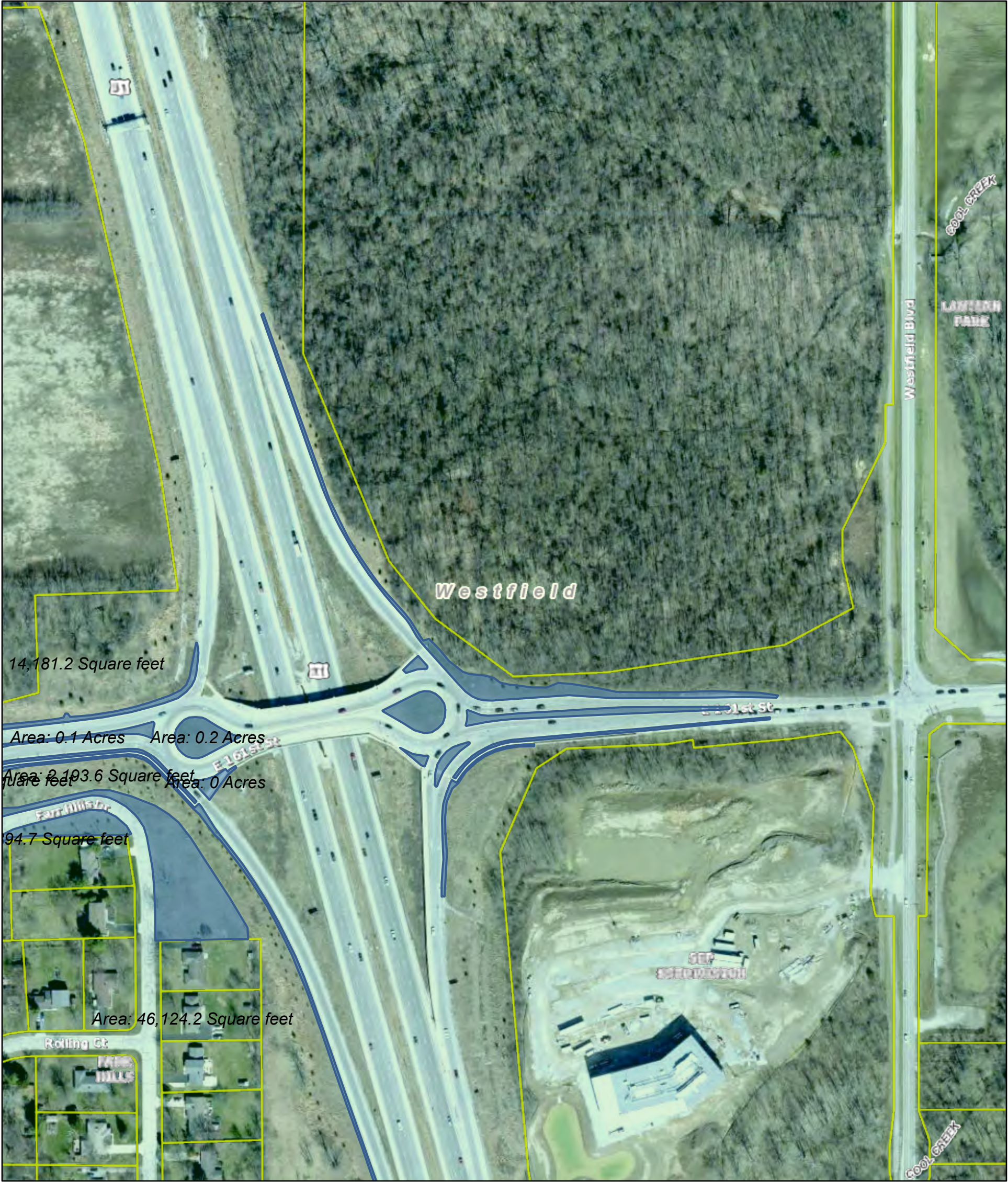
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- CARMEL
- CICERO
- FISHERS
- NOBLESVILLE
- SHERIDAN
- WESTFIELD
- Corporate Limits (Outline)
- Parcels



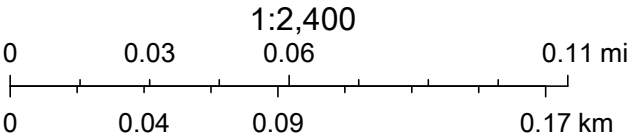
Eastside 161st and US31



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Corporate Limits (Fill)

- ARCADIA
- ATLANTA
- CARMEL
- CICERO
- FISHERS
- NOBLESVILLE
- SHERIDAN
- WESTFIELD
- Corporate Limits (Outline)
- Parcels



169th and US31 perimeter trail



8/31/2021, 11:26:36 AM

Corporate Limits (Fill)

ARCADIA

ATLANTA

CARMEL

CICERO

FISHERS

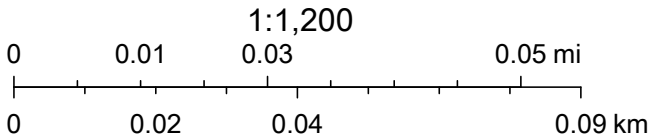
NOBLESVILLE

SHERIDAN

WESTFIELD

Corporate Limits (Outline)

Parcels



181st Street Perimeter Trail



8/31/2021, 12:39:17 PM

Corporate Limits (Fill)

ARCADIA

ATLANTA

CARMEL

CICERO

FISHERS

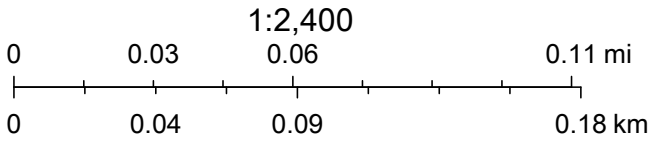
NOBLESVILLE

SHERIDAN

WESTFIELD

Corporate Limits (Outline)

Parcels



186th and GPB RAB



8/31/2021, 4:28:23 PM

Corporate Limits (Fill)

ARCADIA

ATLANTA

CARMEL

CICERO

FISHERS

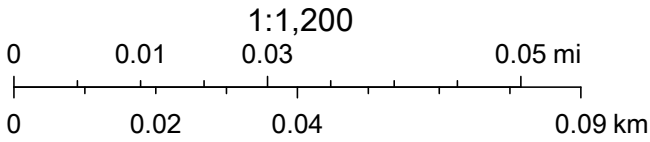
NOBLESVILLE

SHERIDAN

WESTFIELD

Corporate Limits (Outline)

Parcels



191st and Thomlinson Rd RAB



9/1/2021, 9:04:34 AM

Corporate Limits (Fill)

ARCADIA

ATLANTA

CARMEL

CICERO

FISHERS

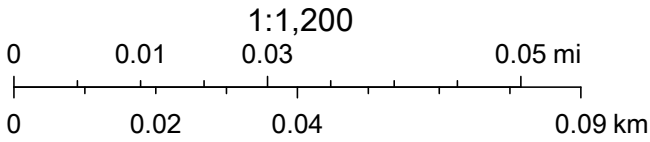
NOBLESVILLE

SHERIDAN

WESTFIELD

Corporate Limits (Outline)

Parcels

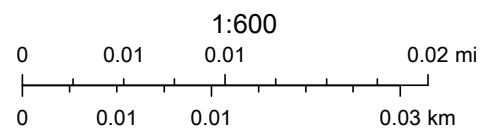


Anti Slave Cemetery

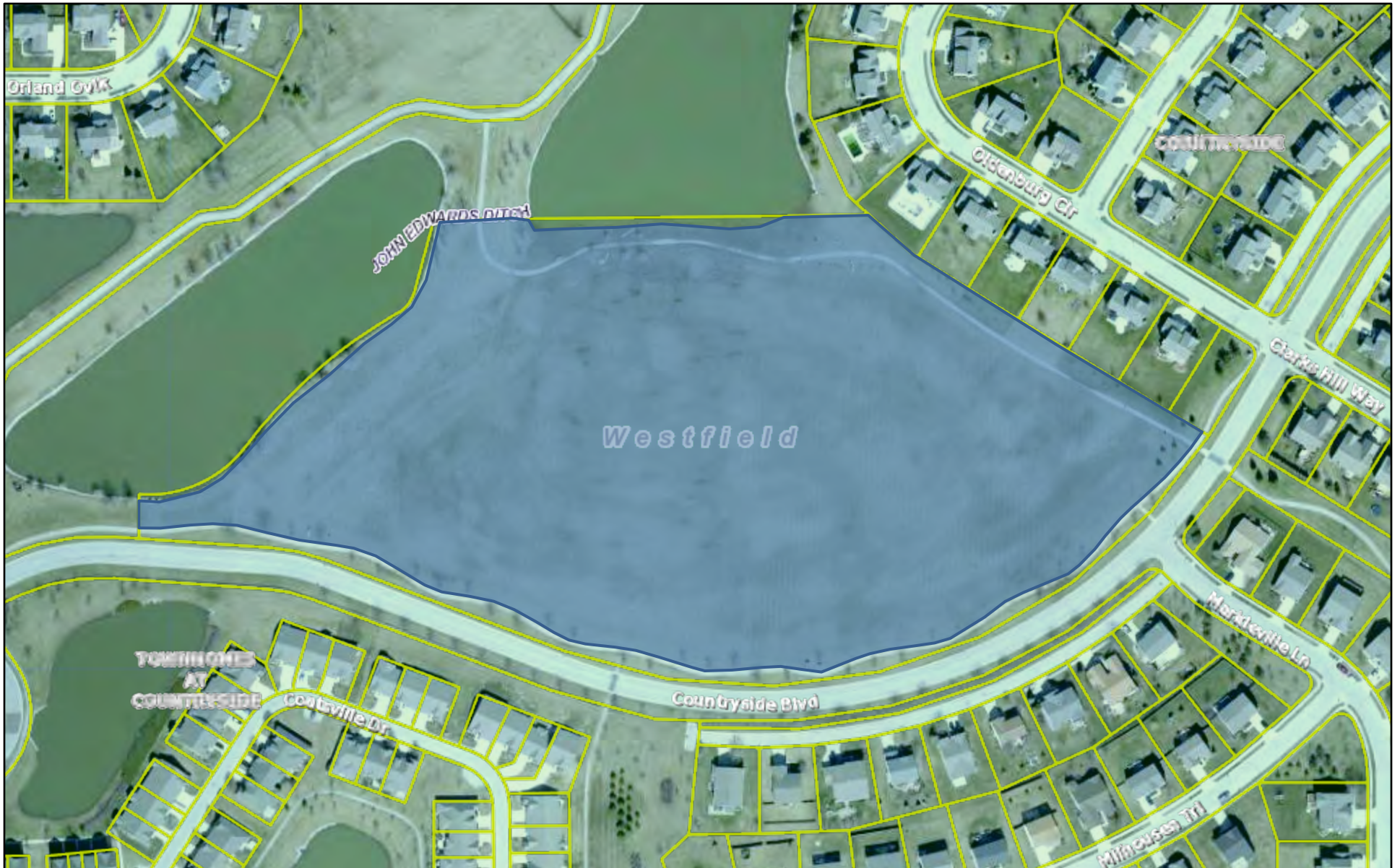


8/31/2021, 3:14:35 PM

Corporate Limits (Fill)	NOBLESVILLE
ARCADIA	SHERIDAN
ATLANTA	WESTFIELD
CARMEL	Corporate Limits (Outline)
CICERO	Parcels
FISHERS	



Armstrong Park



8/31/2021, 1:36:04 PM

Corporate Limits (Fill)

ARCADIA

ATLANTA

CARMEL

CICERO

FISHERS

NOBLESVILLE

SHERIDAN

WESTFIELD

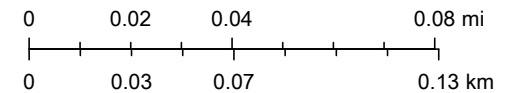


Corporate Limits (Outline)



Parcels

1:2,400



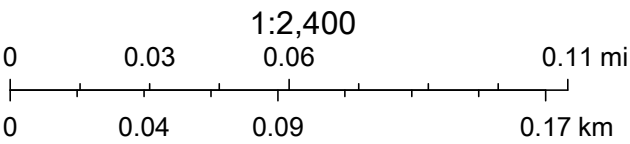
Asa North



8/31/2021, 3:18:28 PM

Corporate Limits (Fill)

- ARCADIA
- ATLANTA
- CARMEL
- CICERO
- FISHERS
- NOBLESVILLE
- SHERIDAN
- WESTFIELD
- Corporate Limits (Outline)
- Parcels



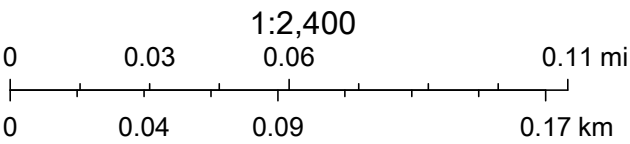
Asa South



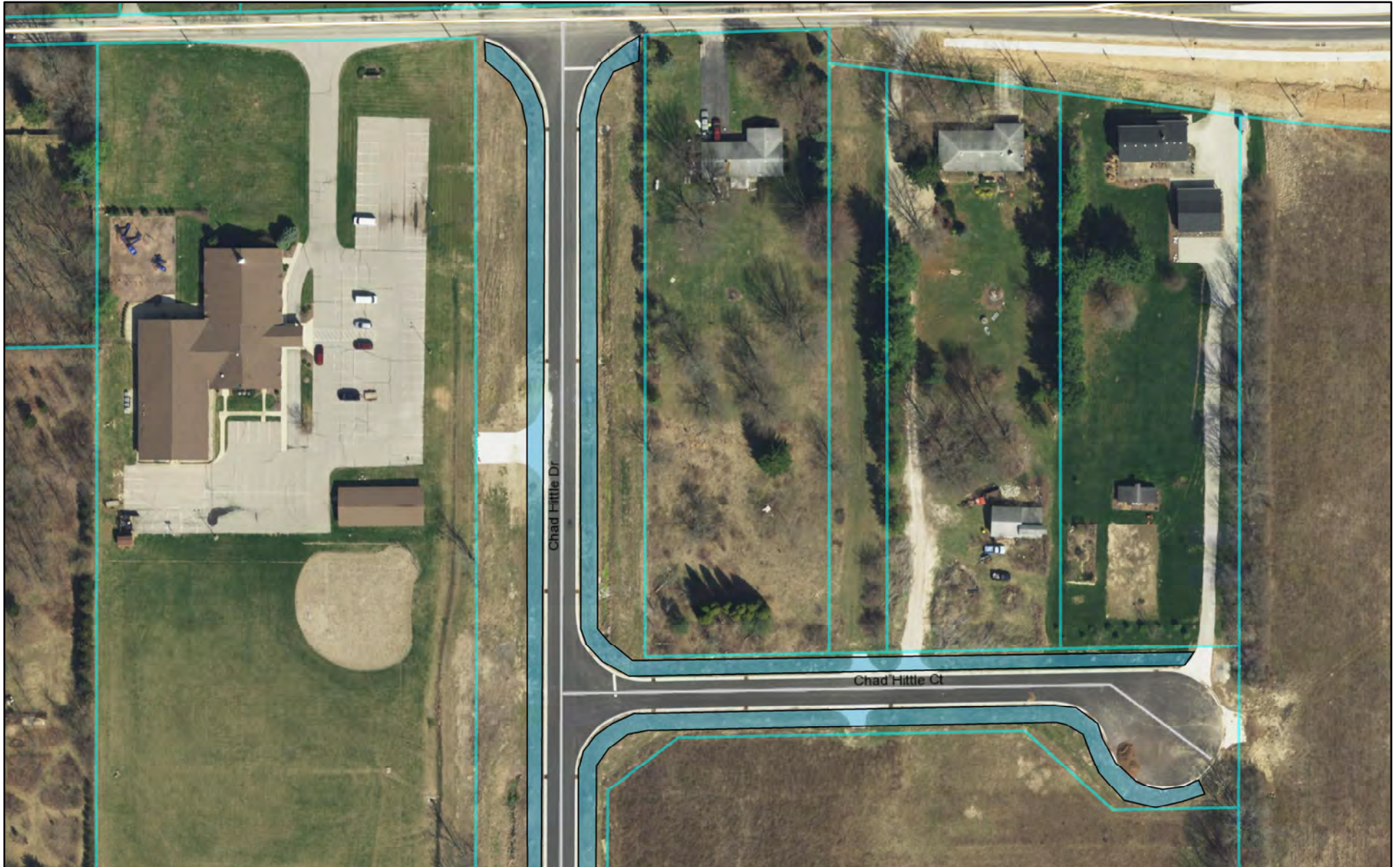
8/31/2021, 3:23:52 PM

Corporate Limits (Fill)

- ARCADIA
- ATLANTA
- CARMEL
- CICERO
- FISHERS
- NOBLESVILLE
- SHERIDAN
- WESTFIELD
- Corporate Limits (Outline)
- Parcels

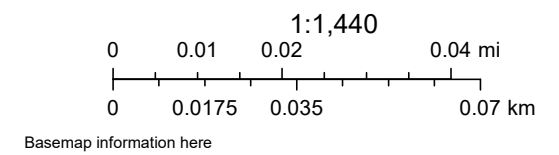


Chad Hittle 1

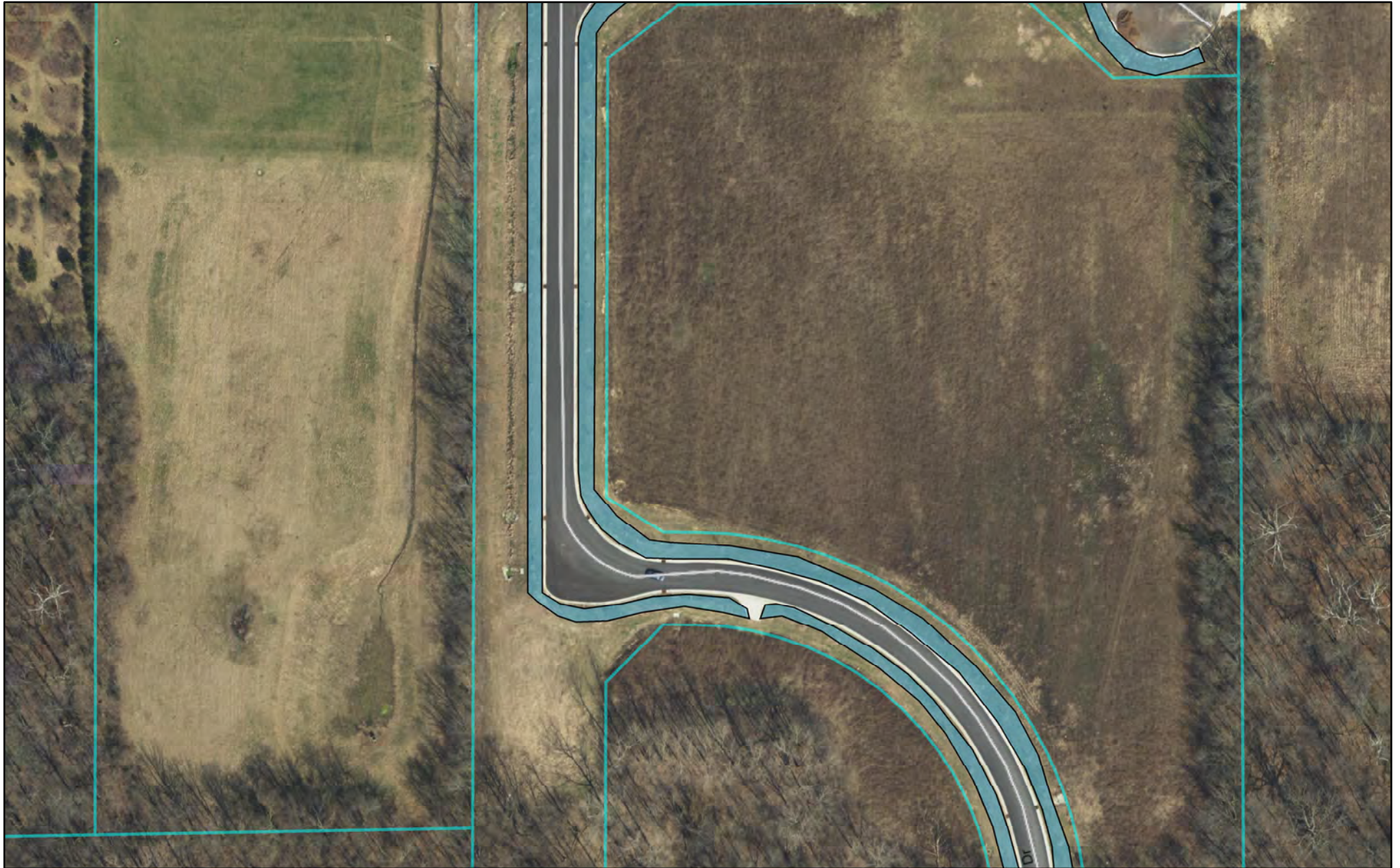


August 2, 2017

 Parcels



Chad Hittle 2



August 2, 2017

 Parcels

1:1,440
0 0.01 0.02 0.04 mi
0 0.0175 0.035 0.07 km

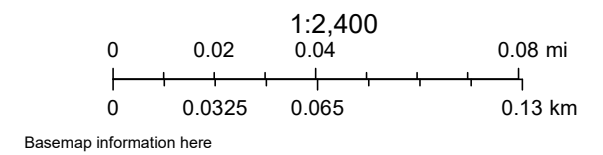
Basemap information here

Chad Hittle 3

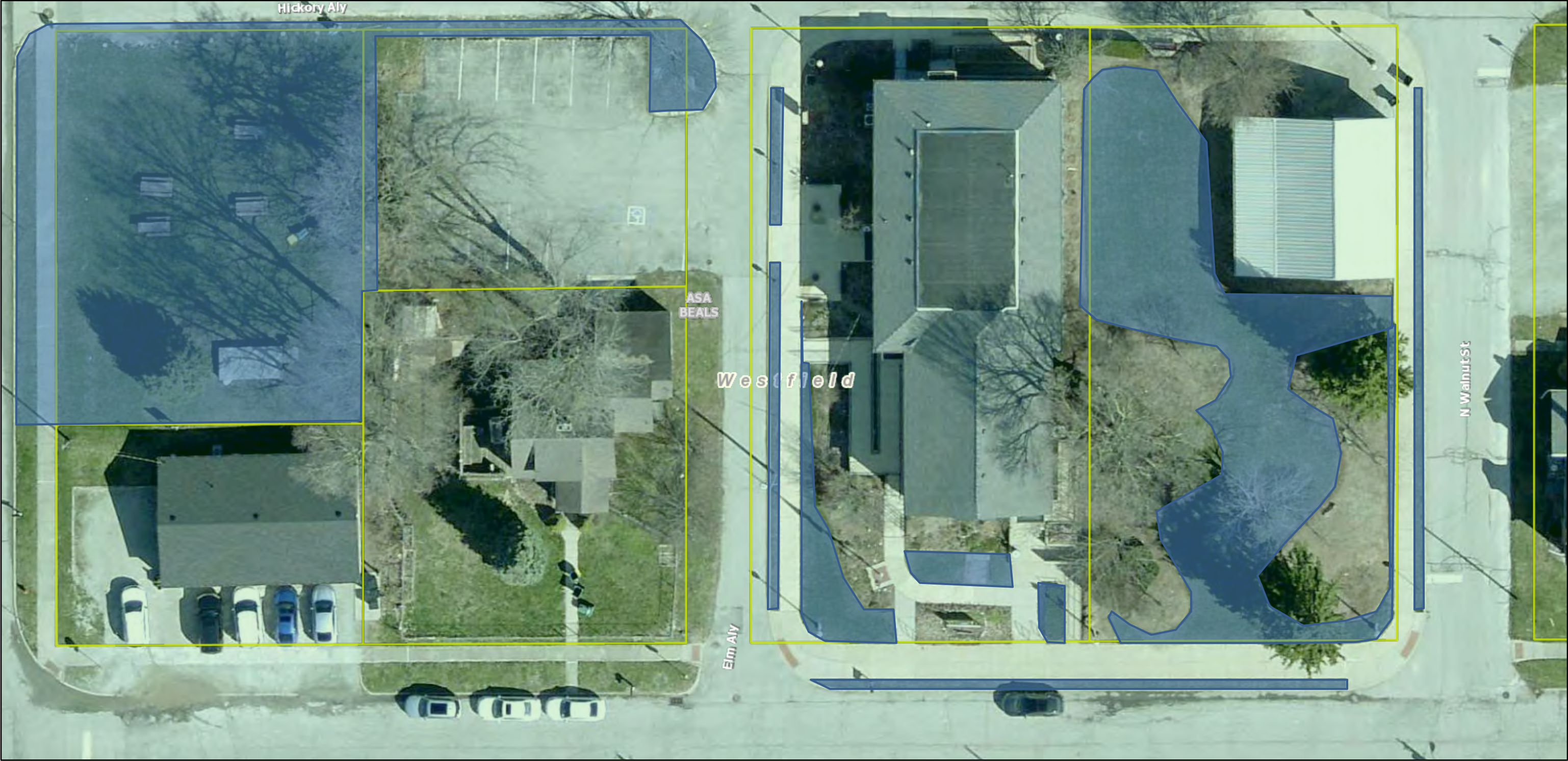


August 2, 2017

 Parcels



City Hall



8/31/2021, 3:29:31 PM

Corporate Limits (Fill)

ARCADIA

ATLANTA

CARMEL

CICERO

FISHERS

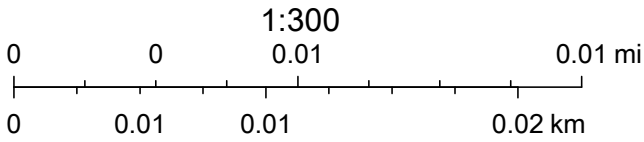
NOBLESVILLE

SHERIDAN

WESTFIELD

Corporate Limits (Outline)

Parcels



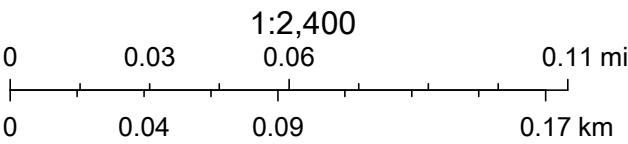
City Services



8/31/2021, 3:38:15 PM

Corporate Limits (Fill)

- ARCADIA
- ATLANTA
- CARMEL
- CICERO
- FISHERS
- NOBLESVILLE
- SHERIDAN
- WESTFIELD
- Corporate Limits (Outline)
- Parcels

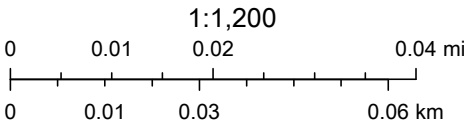


Cool Creek Trail 1



9/2/2021, 9:15:52 AM

- Corporate Limits (Fill)
- | | |
|---------|----------------------------|
| ARCADIA | NOBLESVILLE |
| ATLANTA | SHERIDAN |
| CARMEL | WESTFIELD |
| CICERO | Corporate Limits (Outline) |
| FISHERS | Parcels |



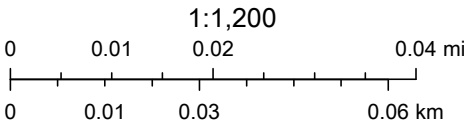
City of Westfield, IN

Cool Creek Trail 2



9/2/2021, 9:17:49 AM

- Corporate Limits (Fill)
- | | |
|---------|----------------------------|
| ARCADIA | NOBLESVILLE |
| ATLANTA | SHERIDAN |
| CARMEL | WESTFIELD |
| CICERO | Corporate Limits (Outline) |
| FISHERS | Parcels |



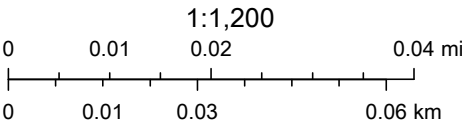
City of Westfield, IN

Cool Creek Trail 3



9/2/2021, 9:18:43 AM

- Corporate Limits (Fill)
- | | |
|---------|----------------------------|
| ARCADIA | NOBLESVILLE |
| ATLANTA | SHERIDAN |
| CARMEL | WESTFIELD |
| CICERO | Corporate Limits (Outline) |
| FISHERS | Parcels |



City of Westfield, IN

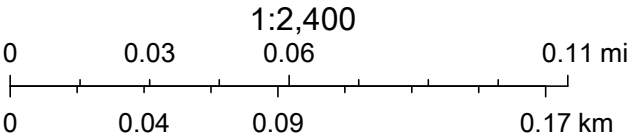
East 191 south



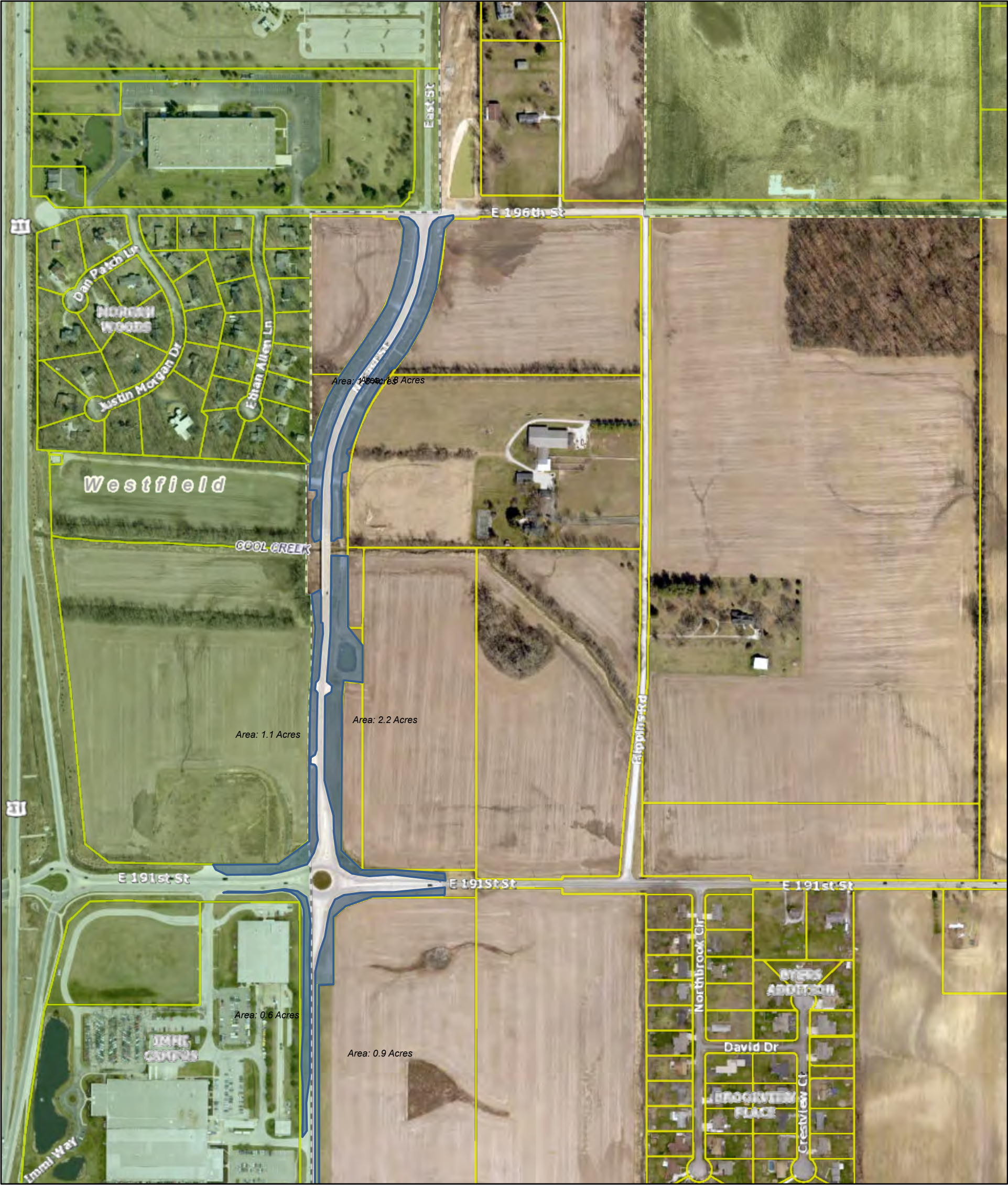
9/29/2021, 1:17:38 PM

Corporate Limits (Fill)

- ARCADIA
- ATLANTA
- CARMEL
- CICERO
- FISHERS
- NOBLESVILLE
- SHERIDAN
- WESTFIELD
- Corporate Limits (Outline)
- Parcels



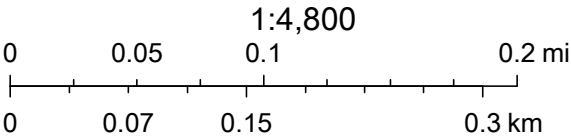
East 191 to 196th



9/29/2021, 1:11:51 PM

Corporate Limits (Fill)

- ARCADIA
- ATLANTA
- CARMEL
- CICERO
- FISHERS
- NOBLESVILLE
- SHERIDAN
- WESTFIELD
- Corporate Limits (Outline)
- Parcels



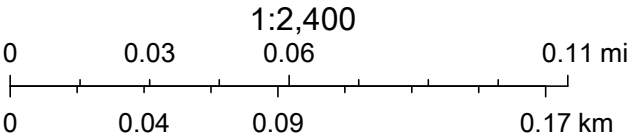
Freedom Trail



8/31/2021, 3:41:20 PM

Corporate Limits (Fill)

- ARCADIA
- ATLANTA
- CARMEL
- CICERO
- FISHERS
- NOBLESVILLE
- SHERIDAN
- WESTFIELD
- Corporate Limits (Outline)
- Parcels



GHP Trail Head



8/31/2021, 3:48:36 PM

Corporate Limits (Fill)

ARCADIA

ATLANTA

CARMEL

CICERO

FISHERS

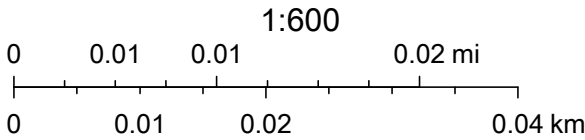
NOBLESVILLE

SHERIDAN

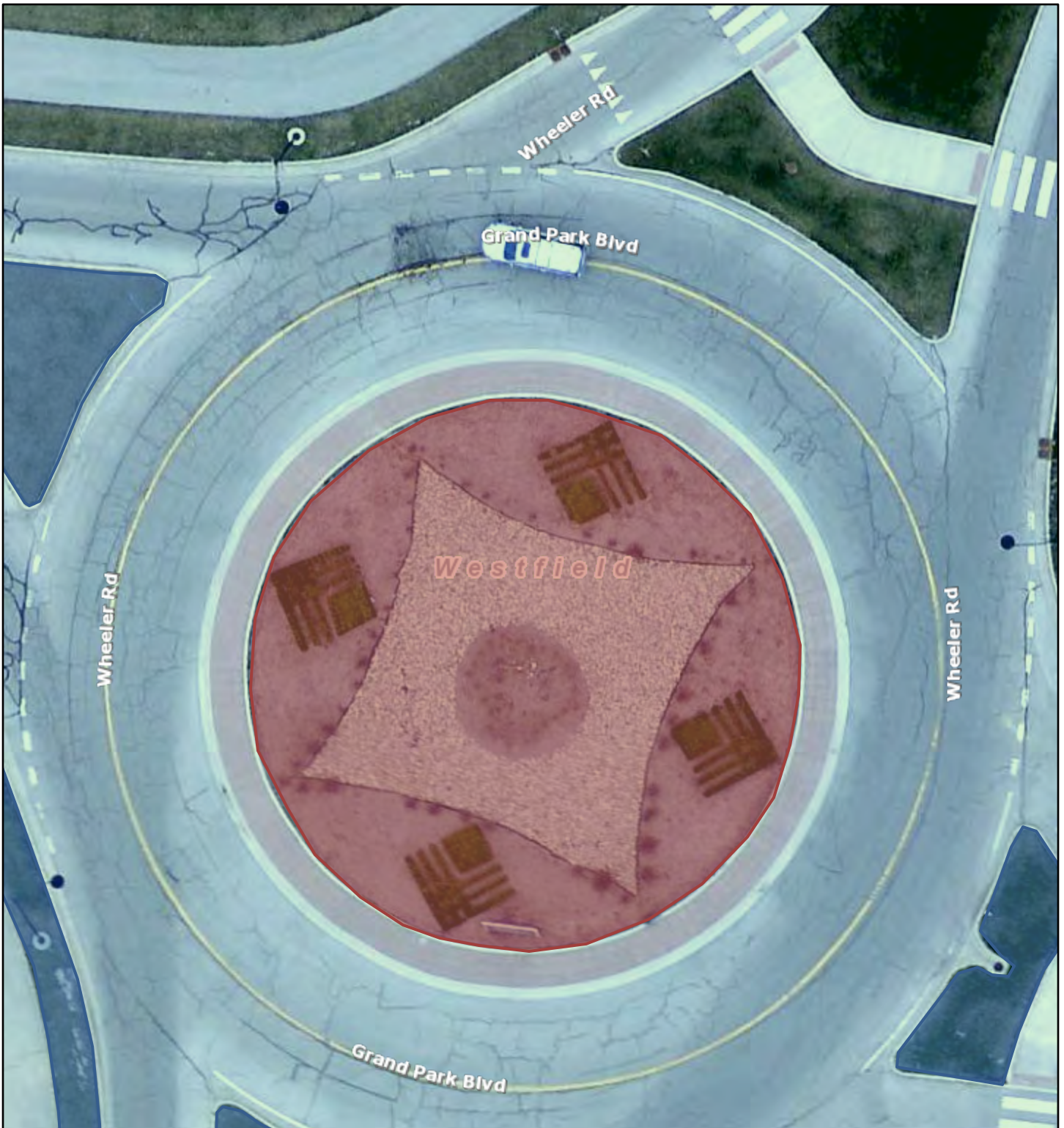
WESTFIELD

Corporate Limits (Outline)

Parcels

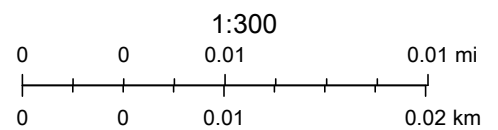


GPB and Wheeler Rd RAB



9/1/2021, 9:10:00 AM

Corporate Limits (Fill)	NOBLESVILLE
ARCADIA	SHERIDAN
ATLANTA	WESTFIELD
CARMEL	Corporate Limits (Outline)
CICERO	Parcels
FISHERS	

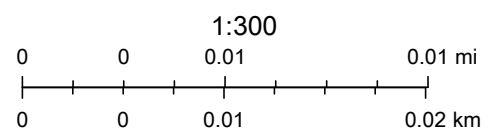


Hadley



8/31/2021, 3:50:11 PM

Corporate Limits (Fill)		NOBLESVILLE
ARCADIA	SHERIDAN	
ATLANTA	WESTFIELD	
CARMEL	Corporate Limits (Outline)	
CICERO	Parcels	
FISHERS		

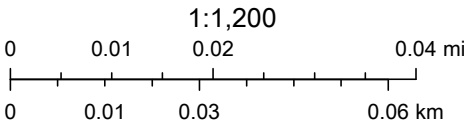


Liberty Park



8/31/2021, 2:10:53 PM

- Corporate Limits (Fill)
- | | |
|---------|----------------------------|
| ARCADIA | NOBLESVILLE |
| ATLANTA | SHERIDAN |
| CARMEL | WESTFIELD |
| CICERO | Corporate Limits (Outline) |
| FISHERS | Parcels |



Midland Commons @ Spring Mill to Sonoma

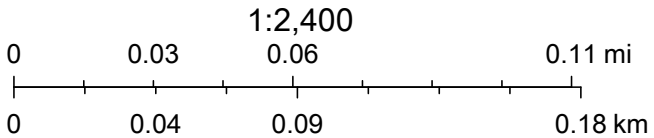


9/1/2021, 2:10:30 PM

Corporate Limits (Fill)

- ARCADIA
- ATLANTA
- CARMEL

- | | |
|-------------|----------------------------|
| CICERO | WESTFIELD |
| FISHERS | Corporate Limits (Outline) |
| NOBLESVILLE | Parcels |
| SHERIDAN | |



Midland Spring Mill to Commons @ Spring Mill



9/1/2021, 2:09:00 PM

Corporate Limits (Fill)

ARCADIA

ATLANTA

CARMEL

CICERO

FISHERS

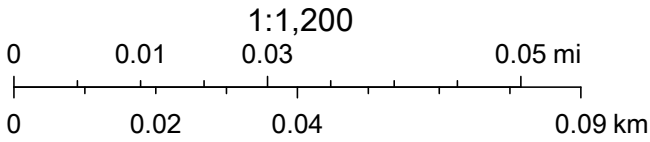
NOBLESVILLE

SHERIDAN

WESTFIELD

Corporate Limits (Outline)

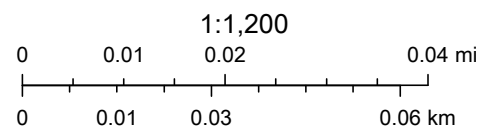
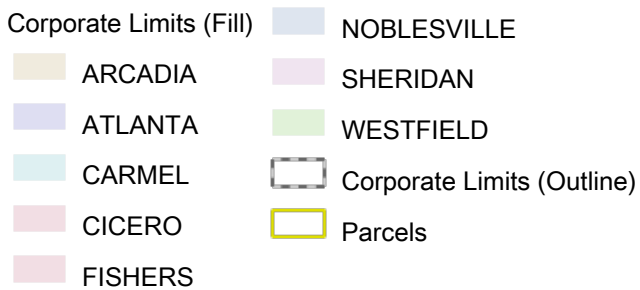
Parcels



Midland Trail Grand Junction area



9/1/2021, 1:03:39 PM



Midland Trail Gunther to Gray



9/1/2021, 1:06:43 PM

Corporate Limits (Fill)

ARCADIA

ATLANTA

CARMEL

CICERO

FISHERS

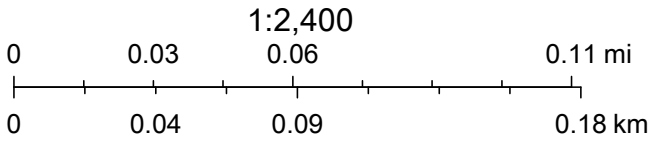
NOBLESVILLE

SHERIDAN

WESTFIELD

Corporate Limits (Outline)

Parcels

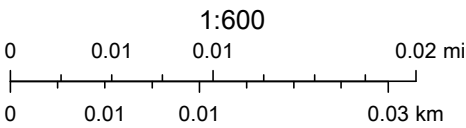


Midland Westfield BLVD to Parkway Cir



9/1/2021, 1:01:32 PM

- Corporate Limits (Fill)
- | | |
|---------|----------------------------|
| ARCADIA | NOBLESVILLE |
| ATLANTA | SHERIDAN |
| CARMEL | WESTFIELD |
| CICERO | Corporate Limits (Outline) |
| FISHERS | Parcels |



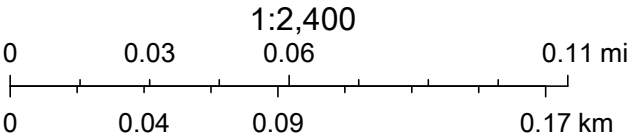
Monon 169th St to Westfield BP Rd



9/1/2021, 1:23:21 PM

Corporate Limits (Fill)

- ARCADIA
- ATLANTA
- CARMEL
- CICERO
- FISHERS
- NOBLESVILLE
- SHERIDAN
- WESTFIELD
- Corporate Limits (Outline)
- Parcels

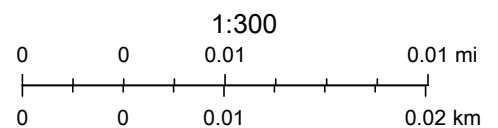


Monon Hortonville Crossing



9/1/2021, 1:56:54 PM

Corporate Limits (Fill)	NOBLESVILLE
ARCADIA	SHERIDAN
ATLANTA	WESTFIELD
CARMEL	Corporate Limits (Outline)
CICERO	Parcels
FISHERS	



Monon Horton RD Crossing



9/1/2021, 1:58:13 PM

Corporate Limits (Fill)

- ARCADIA
- ATLANTA
- CARMEL
- CICERO
- FISHERS

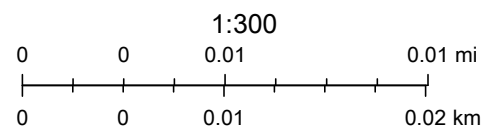
NOBLESVILLE

SHERIDAN

WESTFIELD

Corporate Limits (Outline)

Parcels



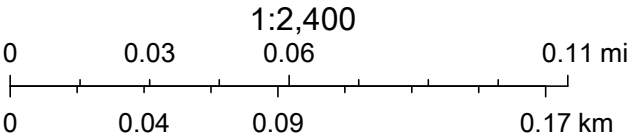
Monon SR 32 Bridge N.



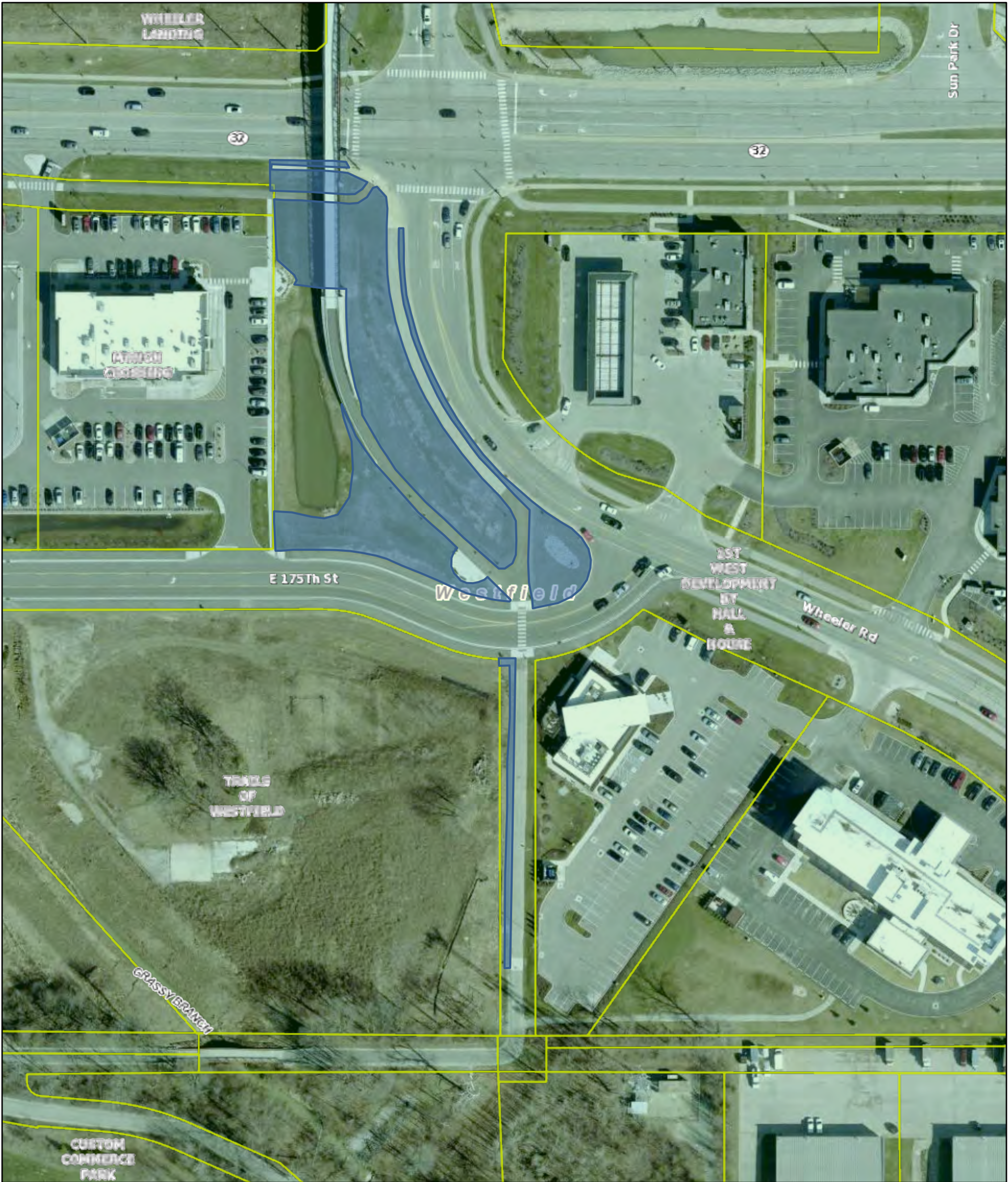
9/1/2021, 1:50:44 PM

Corporate Limits (Fill)

- ARCADIA
- ATLANTA
- CARMEL
- CICERO
- FISHERS
- NOBLESVILLE
- SHERIDAN
- WESTFIELD
- Corporate Limits (Outline)
- Parcels



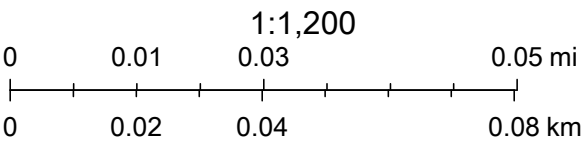
Monon SR 32 Bridge S.



9/1/2021, 1:42:56 PM

Corporate Limits (Fill)

- ARCADIA
- ATLANTA
- CARMEL
- CICERO
- FISHERS
- NOBLESVILLE
- SHERIDAN
- WESTFIELD
- Corporate Limits (Outline)
- Parcels



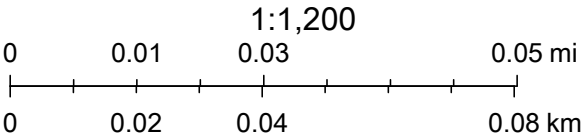
Monon Virginia Rose to 181st



9/1/2021, 1:51:58 PM

Corporate Limits (Fill)

- ARCADIA
- ATLANTA
- CARMEL
- CICERO
- FISHERS
- NOBLESVILLE
- SHERIDAN
- WESTFIELD
- Corporate Limits (Outline)
- Parcels

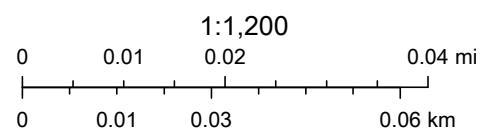


Monon 146th Bridge

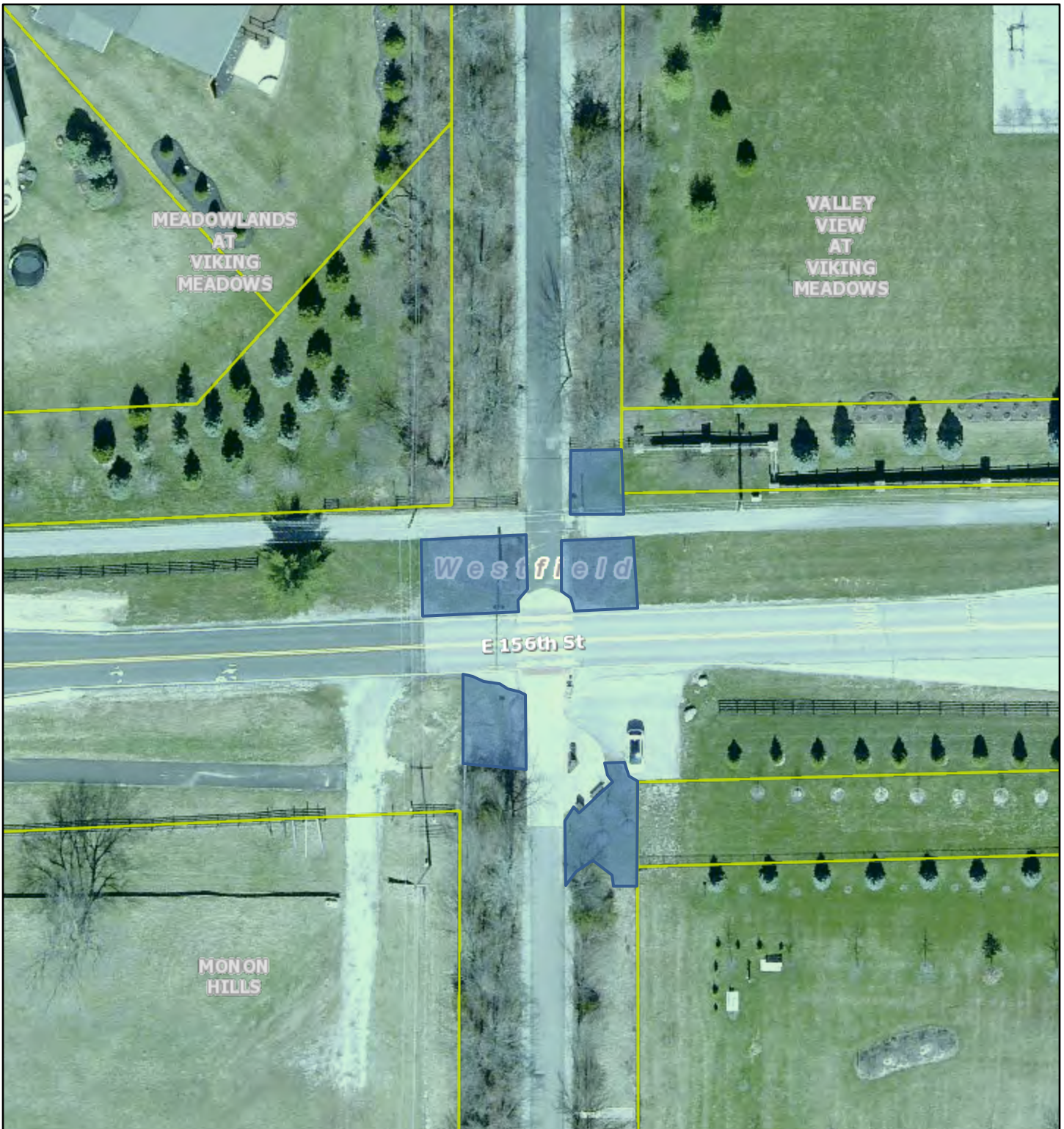


9/1/2021, 1:08:59 PM

Corporate Limits (Fill)	NOBLESVILLE
ARCADIA	SHERIDAN
ATLANTA	WESTFIELD
CARMEL	Corporate Limits (Outline)
CICERO	Parcels
FISHERS	

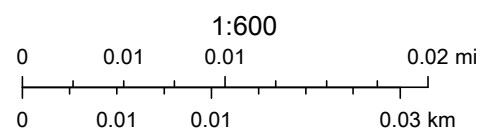


Monon 156th St Crossing

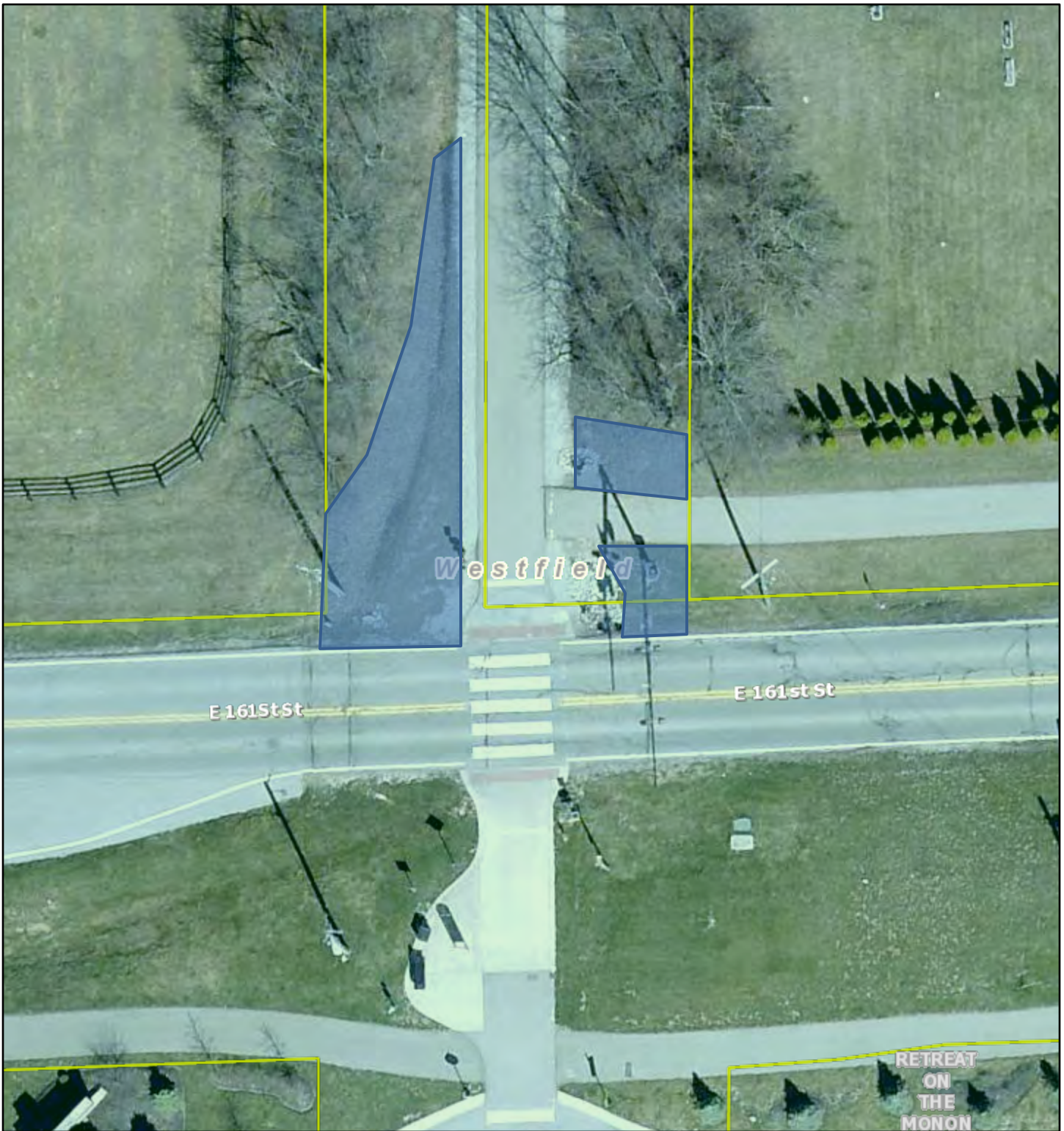


9/1/2021, 1:11:59 PM

Corporate Limits (Fill)	NOBLESVILLE
ARCADIA	SHERIDAN
ATLANTA	WESTFIELD
CARMEL	Corporate Limits (Outline)
CICERO	Parcels
FISHERS	

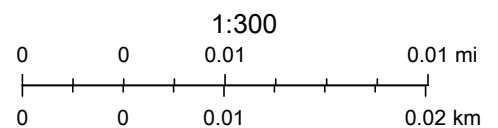


Monon 161st St Crossing



9/1/2021, 1:13:53 PM

Corporate Limits (Fill)	NOBLESVILLE
ARCADIA	SHERIDAN
ATLANTA	WESTFIELD
CARMEL	Corporate Limits (Outline)
CICERO	Parcels
FISHERS	



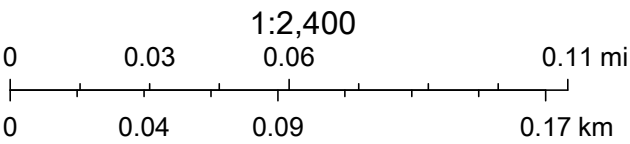
Monon s. 169th St Crossing



9/1/2021, 1:18:14 PM

Corporate Limits (Fill)

- ARCADIA
- ATLANTA
- CARMEL
- CICERO
- FISHERS
- NOBLESVILLE
- SHERIDAN
- WESTFIELD
- Corporate Limits (Outline)
- Parcels

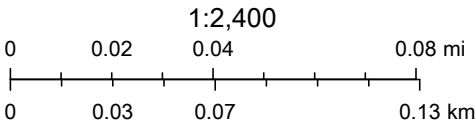


Natalie Wheeler Trail



9/1/2021, 10:56:23 AM

- Corporate Limits (Fill)
- | | |
|---------|----------------------------|
| ARCADIA | NOBLESVILLE |
| ATLANTA | SHERIDAN |
| CARMEL | WESTFIELD |
| CICERO | Corporate Limits (Outline) |
| FISHERS | Parcels |

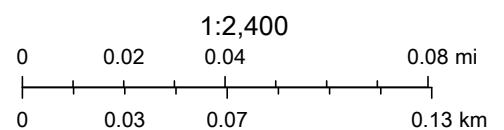


Natalie Wheeler Trail



9/1/2021, 10:57:58 AM

Corporate Limits (Fill)	NOBLESVILLE
ARCADIA	SHERIDAN
ATLANTA	WESTFIELD
CARMEL	Corporate Limits (Outline)
CICERO	Parcels
FISHERS	



Natalie Wheeler Trail



9/1/2021, 10:58:36 AM

- Corporate Limits (Fill)
- ARCADIA

ATLANTA

CARMEL

CICERO

FISHERS

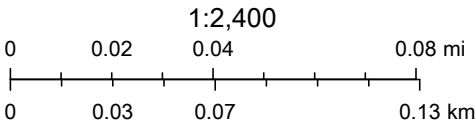
NOBLESVILLE

SHERIDAN

WESTFIELD

Corporate Limits (Outline)

Parcels

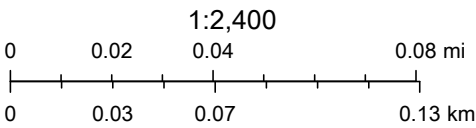


Natalie Wheeler Trail



9/1/2021, 10:59:20 AM

- Corporate Limits (Fill)
- | | | | |
|---|---------|---|----------------------------|
|  | ARCADIA |  | NOBLESVILLE |
|  | ATLANTA |  | SHERIDAN |
|  | CARMEL |  | WESTFIELD |
|  | CICERO |  | Corporate Limits (Outline) |
|  | FISHERS |  | Parcels |

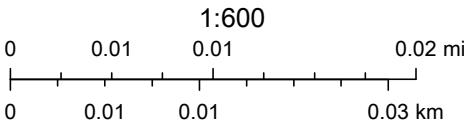


Old Friends Cemetery Park



8/31/2021, 3:54:17 PM

- Corporate Limits (Fill)
- | | |
|---------|----------------------------|
| ARCADIA | NOBLESVILLE |
| ATLANTA | SHERIDAN |
| CARMEL | WESTFIELD |
| CICERO | Corporate Limits (Outline) |
| FISHERS | Parcels |



Quaker Park



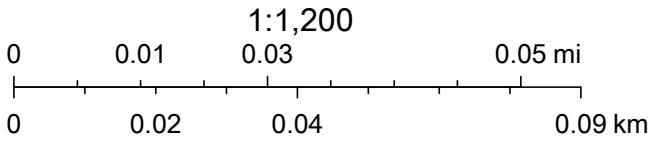
8/31/2021, 3:56:40 PM

Corporate Limits (Fill)

- ARCADIA
- ATLANTA
- CARMEL

- CICERO
- FISHERS
- NOBLESVILLE
- SHERIDAN

- WESTFIELD
- Corporate Limits (Outline)
- Parcels

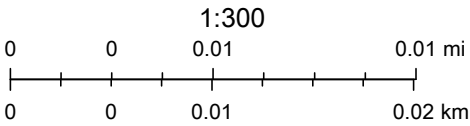


Red Man



8/31/2021, 3:52:25 PM

- Corporate Limits (Fill)
- | | |
|---------|----------------------------|
| ARCADIA | NOBLESVILLE |
| ATLANTA | SHERIDAN |
| CARMEL | WESTFIELD |
| CICERO | Corporate Limits (Outline) |
| FISHERS | Parcels |



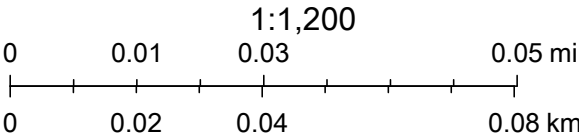
Simon Moon Park



9/1/2021, 9:50:51 AM

Corporate Limits (Fill)

- ARCADIA
- ATLANTA
- CARMEL
- CICERO
- FISHERS
- NOBLESVILLE
- SHERIDAN
- WESTFIELD
- Corporate Limits (Outline)
- Parcels

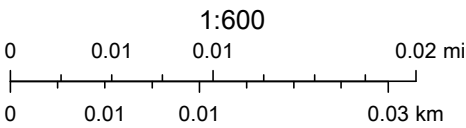


South Union Street Scape



9/1/2021, 10:30:55 AM

- Corporate Limits (Fill)
- | | |
|---------|----------------------------|
| ARCADIA | NOBLESVILLE |
| ATLANTA | SHERIDAN |
| CARMEL | WESTFIELD |
| CICERO | Corporate Limits (Outline) |
| FISHERS | Parcels |

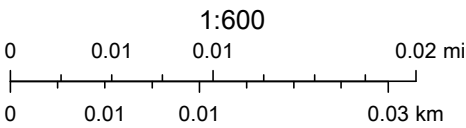


South Union Street Scape



9/1/2021, 10:31:47 AM

- Corporate Limits (Fill)
- | | | | |
|---|---------|---|----------------------------|
|  | ARCADIA |  | NOBLESVILLE |
|  | ATLANTA |  | SHERIDAN |
|  | CARMEL |  | WESTFIELD |
|  | CICERO |  | Corporate Limits (Outline) |
|  | FISHERS |  | Parcels |

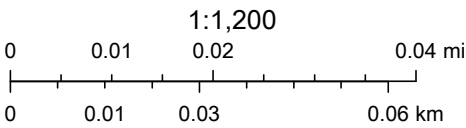


South Union Street Scape

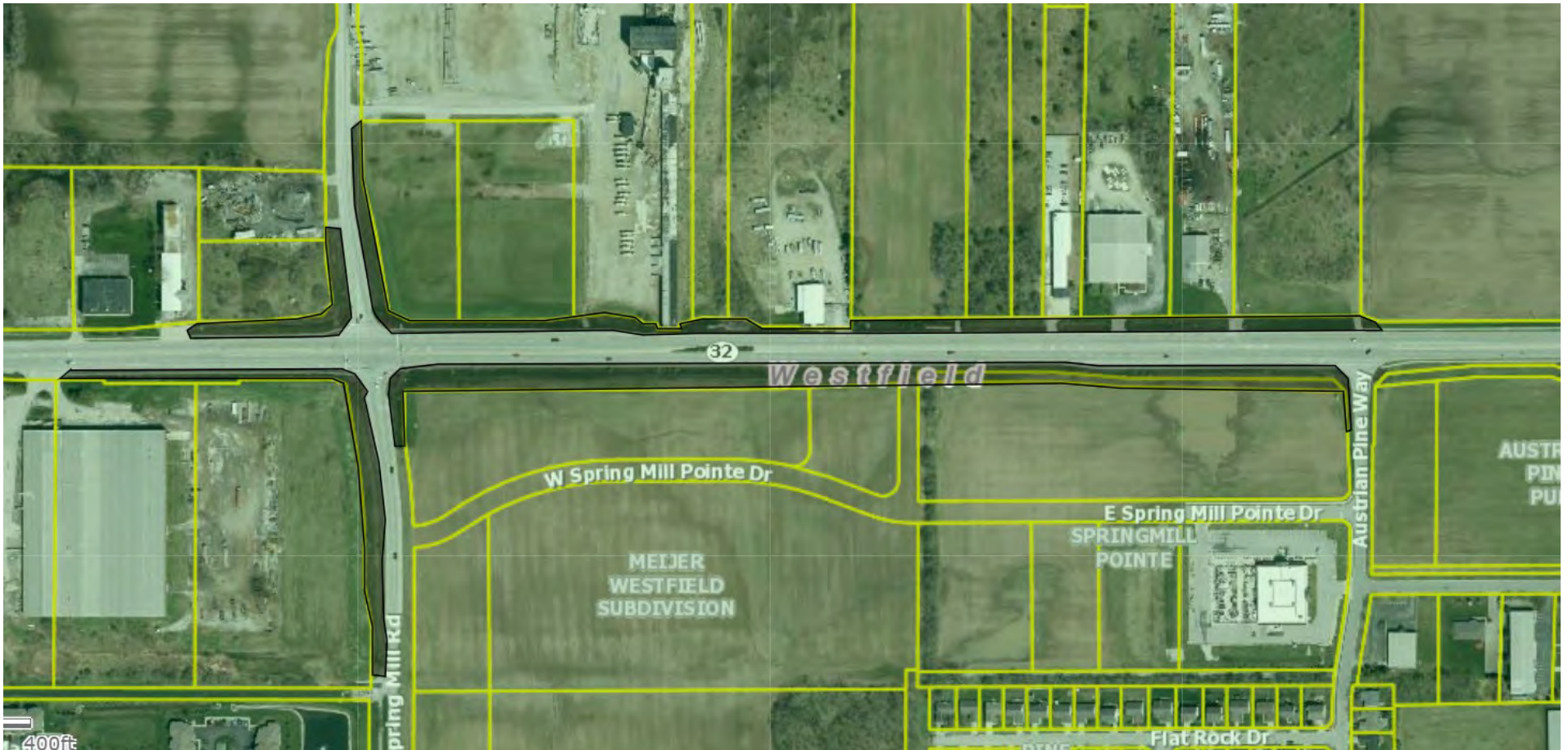


9/1/2021, 10:32:38 AM

- Corporate Limits (Fill)
- | | |
|---------|----------------------------|
| ARCADIA | NOBLESVILLE |
| ATLANTA | SHERIDAN |
| CARMEL | WESTFIELD |
| CICERO | Corporate Limits (Outline) |
| FISHERS | Parcels |



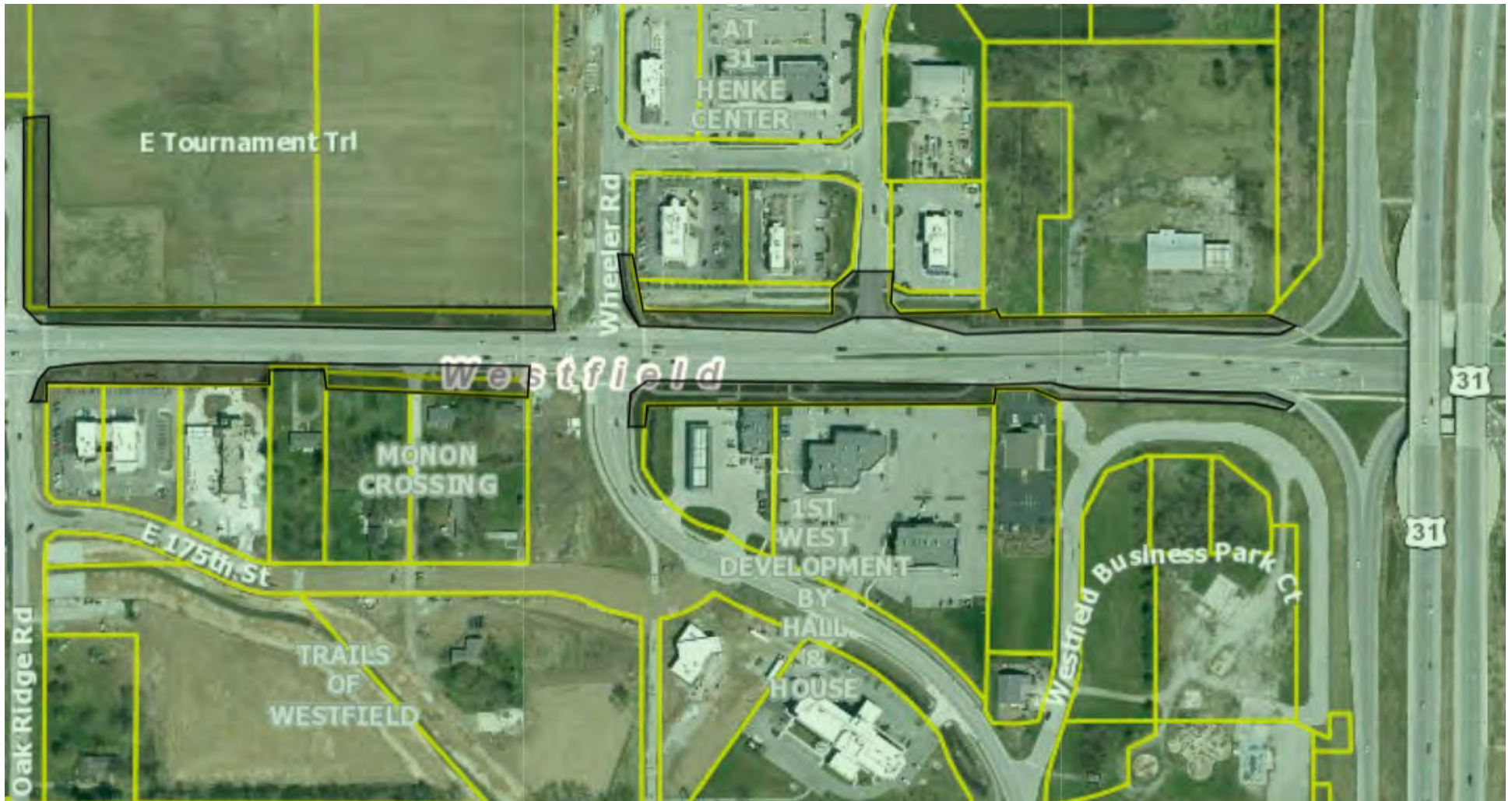
32-Spring Mill to Austrian Pine Way



32-Austrian Pine Way to Oak Ridge



32-Oak Ridge to 31

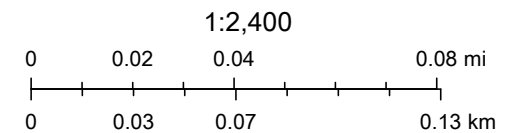


32-31 to poplar



9/1/2021, 10:24:22 AM

Corporate Limits (Fill) CARMEL NOBLESVILLE Corporate Limits (Outline)
 ARCADIA CICERO SHERIDAN Parcels
 ATLANTA FISHERS WESTFIELD



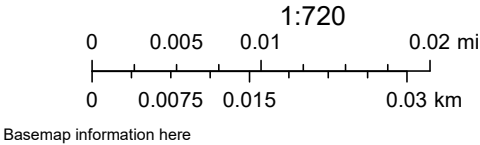
Sun Park Dr. Across from Godby



July 31, 2017

Facilities

-  Parking
-  Playground
-  Restrooms



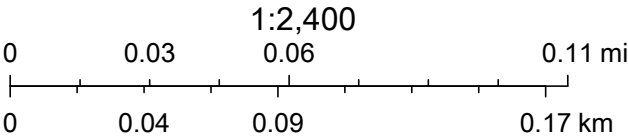
Wheeler Rd RAB



9/1/2021, 9:39:08 AM

Corporate Limits (Fill)

- ARCADIA
- ATLANTA
- CARMEL
- CICERO
- FISHERS
- NOBLESVILLE
- SHERIDAN
- WESTFIELD
- Corporate Limits (Outline)
- Parcels



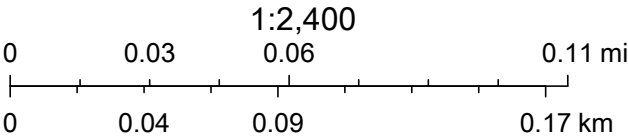
Wheeler Rd RAB



9/1/2021, 9:40:07 AM

Corporate Limits (Fill)

- ARCADIA
- ATLANTA
- CARMEL
- CICERO
- FISHERS
- NOBLESVILLE
- SHERIDAN
- WESTFIELD
- Corporate Limits (Outline)
- Parcels



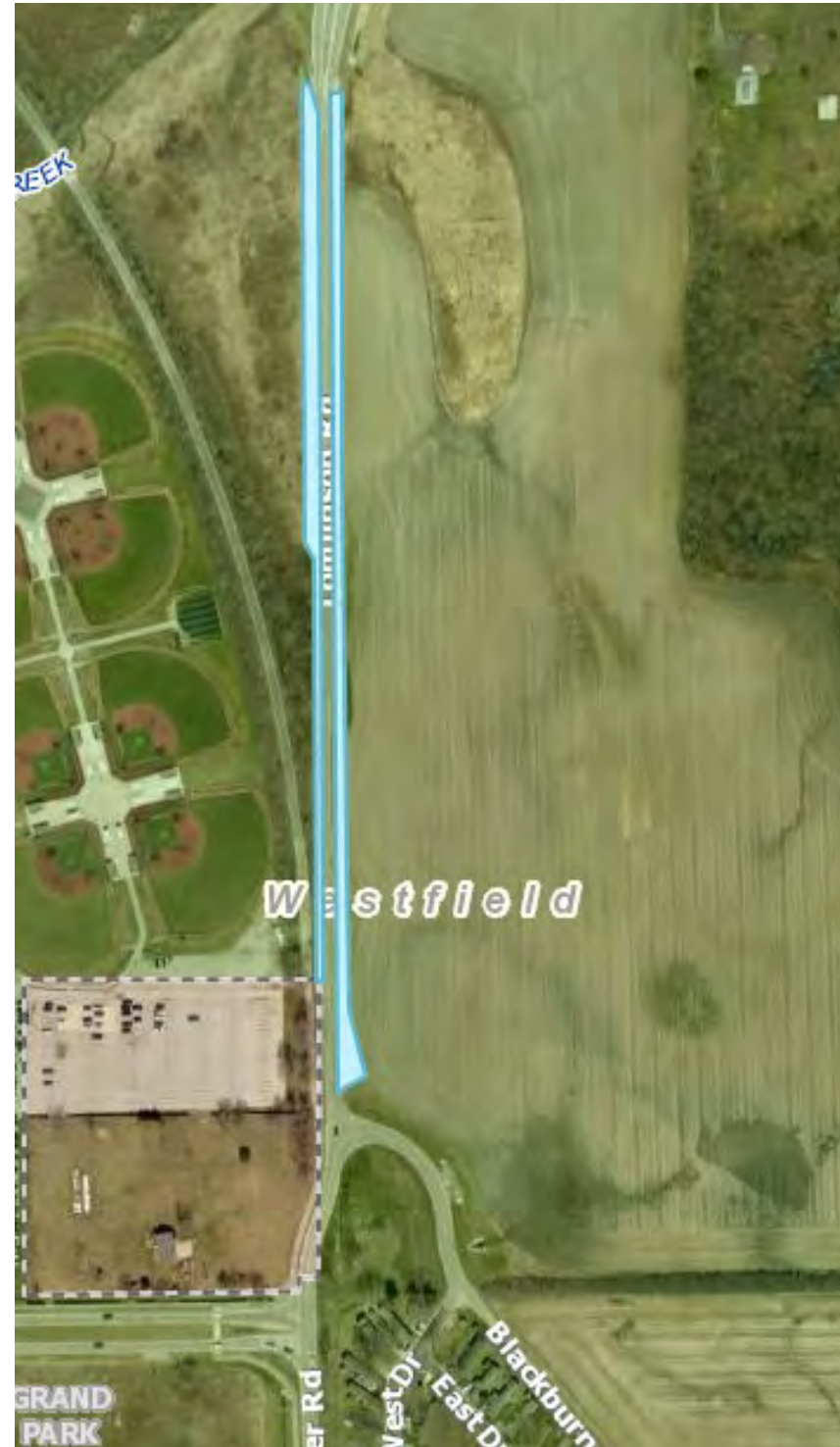
11. 151st and Market Center



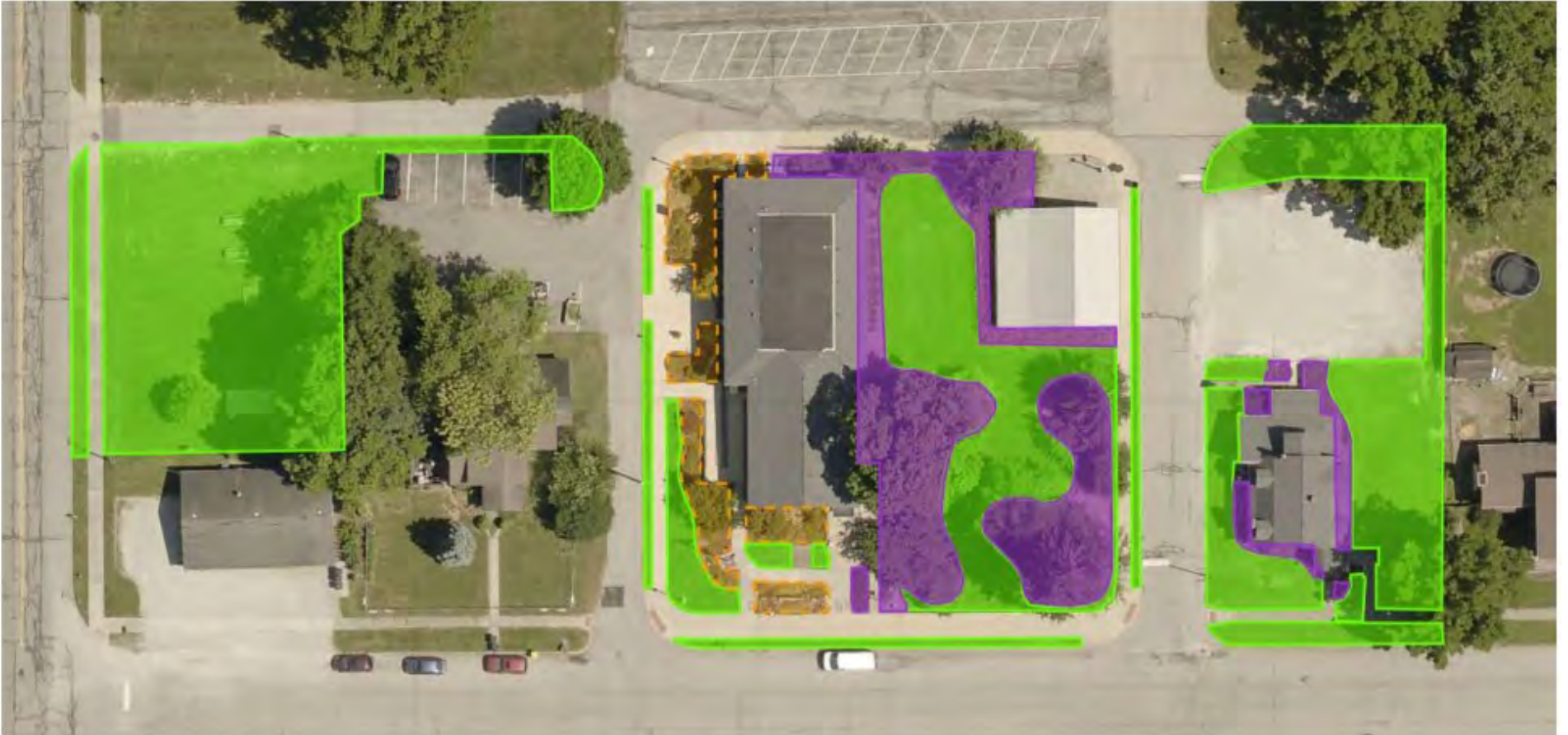
14. 181st perimeter



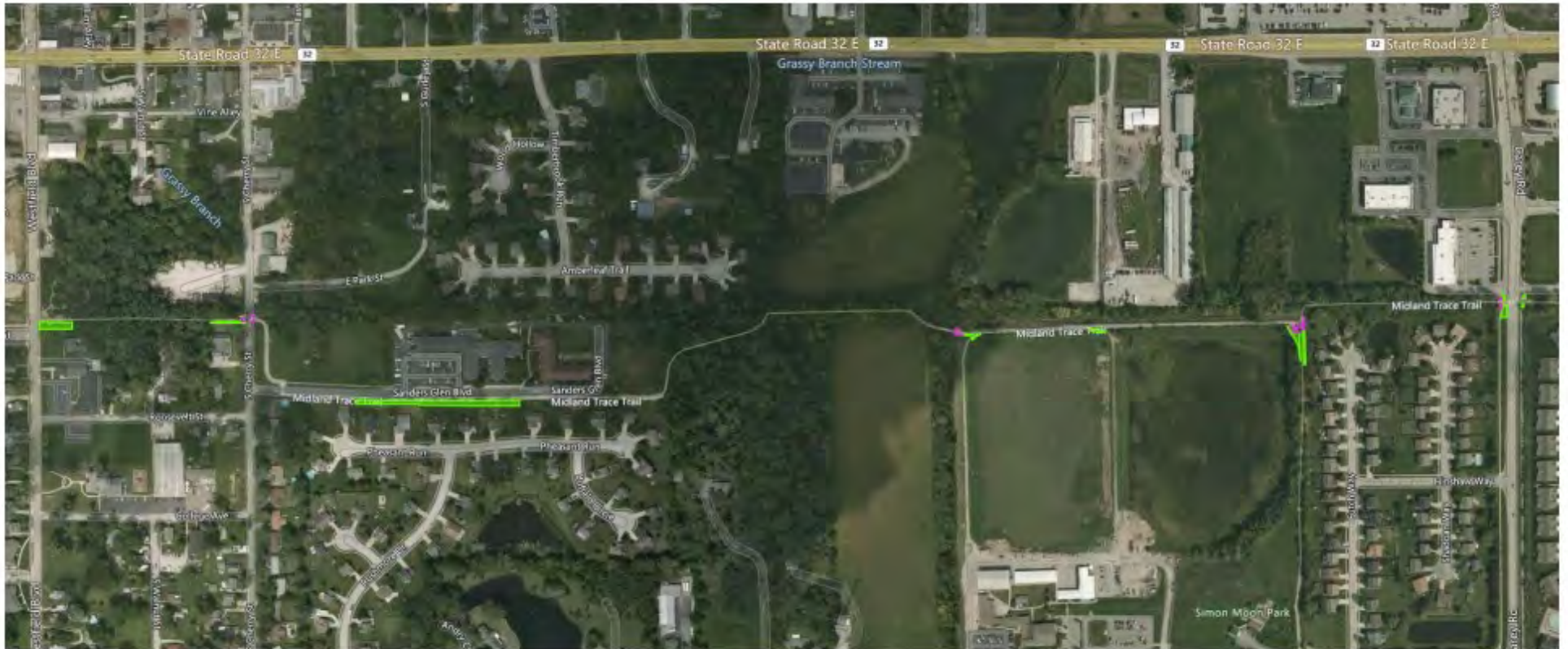
15. Tomlison ROW s/o 191st



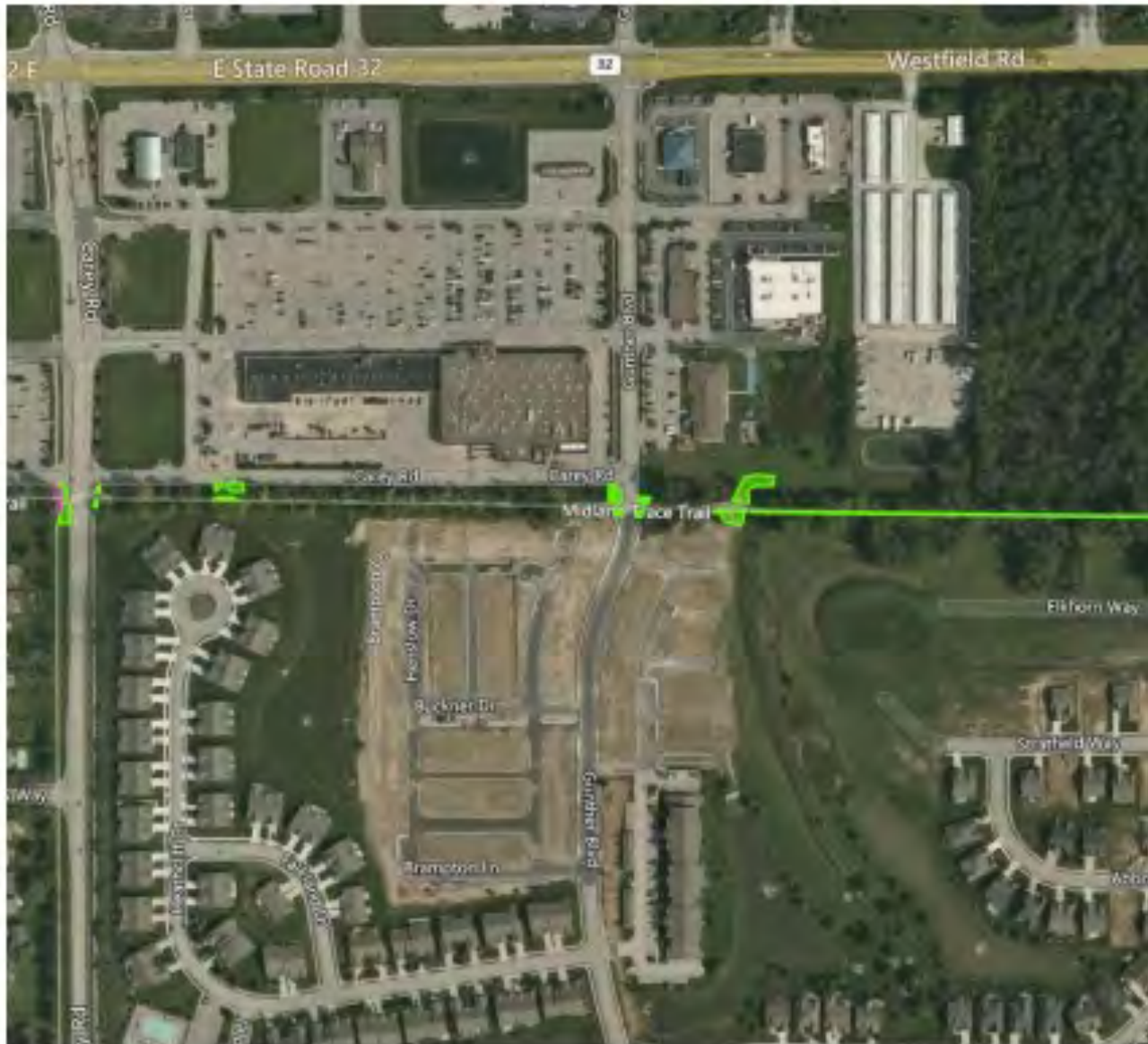
16. City Hall– 130-202 Penn street



19. Midland Union to Carey



19. Midland-Carey to Gunther



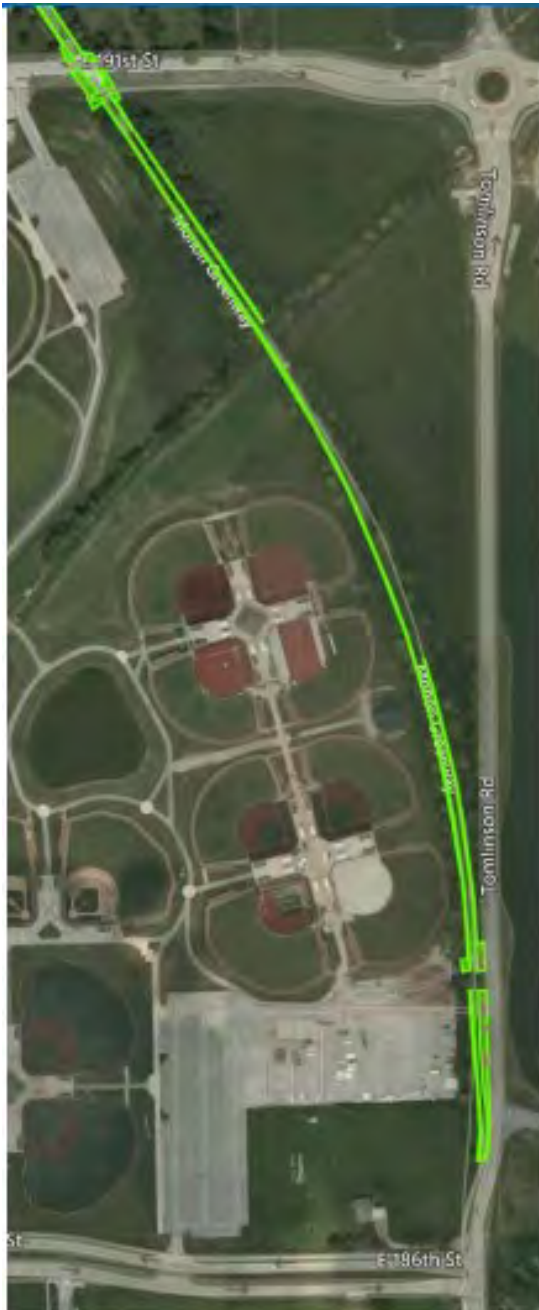
19. Monon-146th to 161st enhanced maps



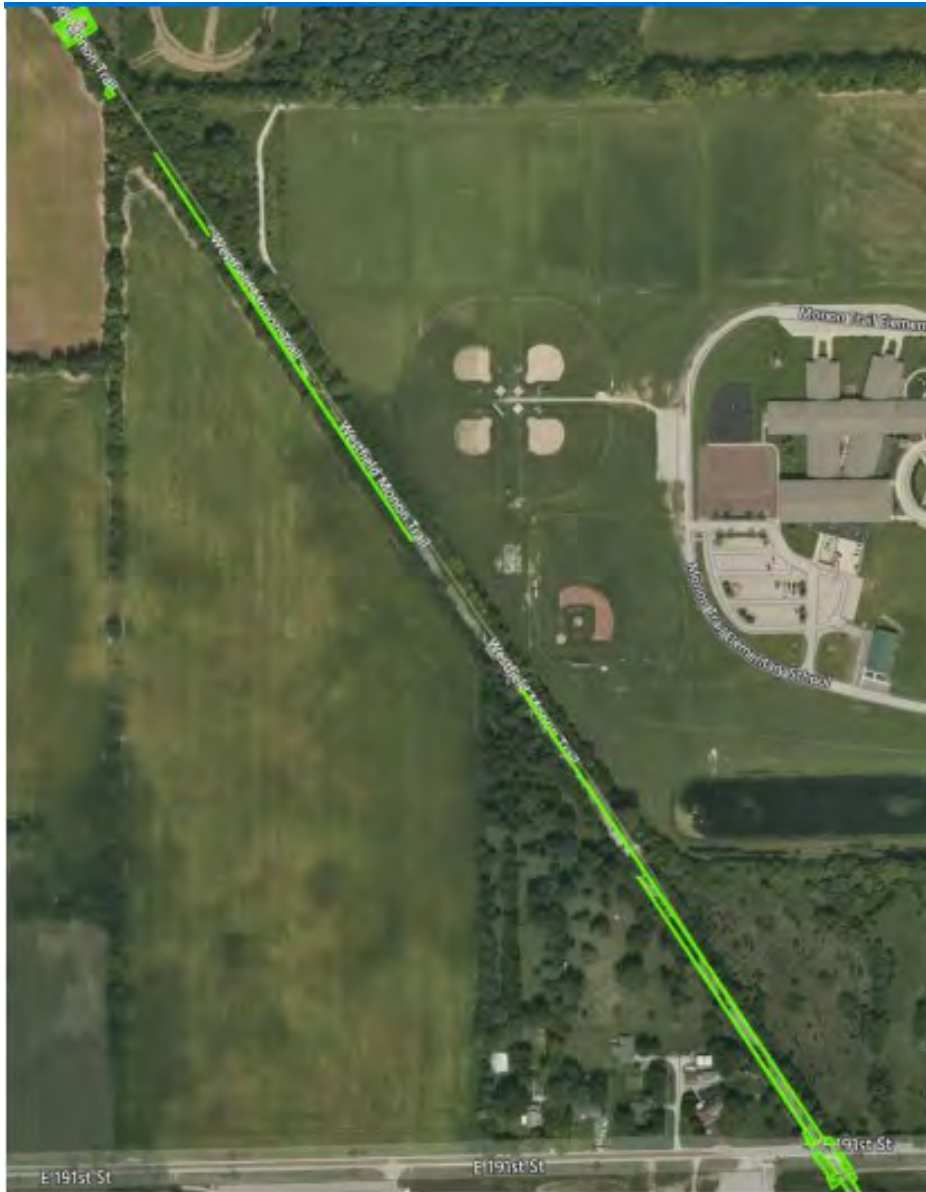
19. Monon-161st to SR32 enhanced maps



19. Monon-186th to 191st enhanced maps



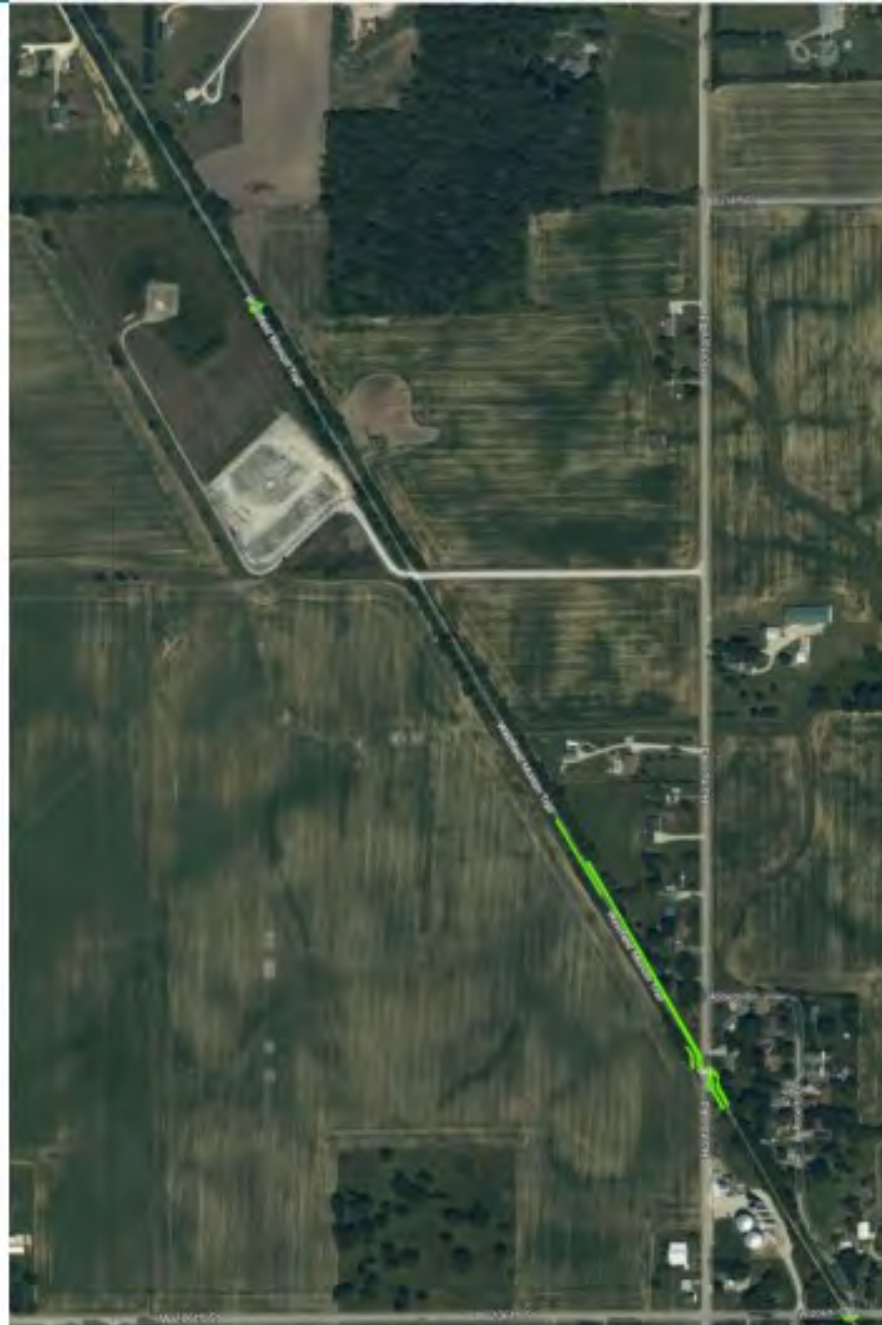
19. Monon-191st to 199th enhanced maps



19. Monon-199th to 206th enhanced maps



19. Monon-206th to 216th enhanced maps





January 26, 2022

Consent Agenda Item:

Performance Bond Acceptance

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

- Lennar Homes of Indiana, Inc., Osborne Trails, Section 5, Bond #024258261, \$65,060.00, Asphalt Trail
- Lennar Homes of Indiana, Inc., Osborne Trails, Section 5, Bond #024258259, \$280,269.00, Asphalt Street
- Lennar Homes of Indiana, Inc., Osborne Trails, Section 5, Bond #024258262, \$391,005.00, Storm Sewer & Subsurface Drain
- Lennar Homes of Indiana, Inc., Osborne Trails, Section 5, Bond #024258263, \$24,358.00, Common Area Walks
- Lennar Homes of Indiana, Inc., Osborne Trails, Section 5, Bond #024258260, \$39,646.00, Concrete Curb
- Smith Development & Construction Company, Barkefellers of Westfield, Bond #66379709, \$136,612.30, Storm Sewer & Erosion Control
- Lindley Run Development, Lindley Run, Section 3, Bond #LICX1210845, \$111,024.14, Erosion Control
- Meyer Foods Management Company, Inc., Westfield Culvers, Bond #9002024, \$192,239.30, Streets, Curbs, Storm Sewer, & Erosion Control
- J.C. Hart Company, Inc., Wheeler Landing Apartments, Bond #NIN2088, \$52,340.75, Erosion Control
- J.C. Hart Company, Inc., Wheeler Landing Apartments, Bond #NIN2089, \$155,336.50, Public ROW
- Grand Communities, LLC, Derby Ridge, Section 5, Bond #CMS0347877, \$15,372.50, Curbs
- Grand Communities, LLC, Derby Ridge, Section 5, Bond #CMS0347879, \$9,724.55, Sidewalks
- Grand Communities, LLC, Derby Ridge, Section 5, Bond #CMS0347878, \$234,682.80, Storm Sewer
- Chatham Hills, LLP, Chatham Village, Section 2, Bond #SU1161888, \$118,800.00, Seeding & Erosion Control
- Chatham Hills, LLP, Chatham Village, Section 2, Bond #SU1161887, \$880,000.00, Roundabout Improvement
- Chatham Hills, LLP, Chatham Village, Section 2, Bond #SU1161886, \$766,843.00, Local Street Pavement
- Chatham Hills, LLP, Chatham Village, Section 2, Bond #SU1161883, \$357,482.40, Subgrade Treatment – Lime & Concrete Curbs
- Chatham Hills, LLP, Chatham Village, Section 2, Bond #SU1161885, \$183,727.50, Perimeter Trail
- Chatham Hills, LLP, Chatham Village, Section 2, Bond #SU1161884, \$43,296.00, Concrete Sidewalks & Concrete ADA Ramps
- Chatham Hills, LLP, Chatham Village, Section 2, Bond #SU1161882, \$264,000.00, SSD
- Chatham Hills, LLP, Chatham Village, Section 2, Bond #SU1161881, \$792,000.00, Storm Sewer
- Lennar Homes of Indiana, Inc., Liberty Villas, Section 2, Bond #024256889, \$177,036.00, Asphalt Street
- Lennar Homes of Indiana, Inc., Liberty Villas, Section 2, Bond #024258241, \$26,702.00, Concrete Curb

- Lennar Homes of Indiana, Inc., Liberty Villas, Section 2, Bond #024256888, \$173,162.00, Storm Sewer & Subsurface Drain
- Lennar Homes of Indiana, Inc., Liberty Villas, Section 2, Bond #024256890, \$6,430.00, Common Area Walks

Performance Bond Release

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

- Langston Development Company, Inc., Lakes at Shady Nook, Section 3, Bond #LICX1206297, \$116,461.00, Storm Sewer, Swale SSD, Video & Jetting, Common Area Sidewalks
- Langston Residential Development, LLC, Lakes at Shady Nook, Section 3, Bond #LICX1184475, \$77,457.00, Erosion Control
- Platinum Properties Management Company, LLC, Lancaster, Section 7, Bond #3152017, \$103,671.70, Road & Street Paving – 186th Street ROW (ROW Subgrade, Stabilization, ROW Path & Roadway Paving)
- Platinum Properties Management Company, LLC, Lancaster, Section 7, Bond #3152016, \$25,810.40, Erosion Control
- Pulte Homes of Indiana, LLC, Westchester, Section 3, Bond #CMS342346, \$706,626.47, Asphalt & Onsite Paving
- Pulte Homes of Indiana, LLC, Westchester, Section 3, Bond #CMS342344, \$418,391.71, Concrete Curb & Common Area Walks
- Pulte Homes of Indiana, LLC, Westchester, Section 3, Bond #CMS342345, \$554,473.52, Storm Sewer
- Pulte Homes of Indiana, LLC, Westchester, Section 3, Bond #CMS341282, \$112,793.82, ROW Improvements
- Pulte Homes of Indiana, LLC, Kimblewick by Del Webb, Section 1A, Bond #SU1164889, \$50,059.90, Concrete Curb
- Pulte Homes of Indiana, LLC, Kimblewick by Del Webb, Section 1A, Bond #SU1164890, \$466,240.50, Paving-Local Streets
- Pulte Homes of Indiana, LLC, Kimblewick by Del Webb, Section 1A, Bond #SU1164891, \$666,526.85, Storm Sewer
- Pulte Homes of Indiana, LLC, Kimblewick by Del Webb, Section 1A, Bond #SU1164887, \$48,057.35, Common Area Sidewalk
- Pulte Homes of Indiana, LLC, Claiborne Farms at Del Webb, Section 1A & 1B, Bond #CMS335545, \$124,675.10, Towne Road ROW Improvements
- Pulte Homes of Indiana, LLC, Kimblewick by Del Webb, Section 1B, Bond #CMS343583, \$60,812.40, Concrete Curb
- Pulte Homes of Indiana, LLC, Kimblewick by Del Webb, Section 1B, Bond #CMS343581, \$96,646.00, Asphalt Path
- Pulte Homes of Indiana, LLC, Kimblewick by Del Webb, Section 1B, Bond #CMS343582, \$254,289.75, Storm Sewer
- Pulte Homes of Indiana, LLC, Kimblewick by Del Webb, Section 1B, Bond #CMS343580, \$3,564.00, Common Area Sidewalk
- Pulte Homes of Indiana, LLC, Kimblewick by Del Webb, Section 1B, Bond #CMS343584, \$568,621.90, Asphalt Paving – Local Streets
- Pulte Homes of Indiana, LLC, Kimblewick By Del Webb, Section 3, Bond & Rider #268015595, \$256,562.90, Storm Sewer
- Pulte Homes of Indiana, LLC, Kimblewick By Del Webb, Section 3, Bond & Rider #268015597, \$328,327.17, Asphalt Paving-Local Streets
- Pulte Homes of Indiana, LLC, Kimblewick By Del Webb, Section 3, Bond #268015596, \$31,462.75, Concrete Curb
- Pulte Homes of Indiana, LLC, Kimblewick By Del Webb, Section 3, Bond #268015593, \$11,785.95, Common Area Sidewalk

Maintenance Bond Acceptance

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

- Platinum Properties Management Company, LLC, Lancaster, Section 7, Bond #3740010, \$2,346.40, Erosion Control
- Harding Asphalt, LLC d/b/a Harding Group, Lancaster, Section 7, Bond #7901082280, \$4,483.37, Asphalt Paving – 186th Street Arterial Roadway (Passing Blister Only - Base, Intermediate, Binder, Surface, Stone Shoulder, Striping)
- E&B Paving, LLC, Lancaster, Section 7, Bond #30142429, \$6,717.40, Asphalt Paving- 186th Street Arterial Roadway (AD Lane, Mill & Resurface 186th Street, Stone, Shoulder & Striping)
- Weihe Construction, Emory Trace, Section 2, Bond #7901082305, \$13,279.00, Storm Sewer (Pipe & Structures) & Subsurface Drains (Under Curb & Swales, Sump Laterals & Cleanouts)
- Harding Asphalt, LLC d/b/a Harding Group, Emory Trace, Section 2, Bond #7901082299, \$17,917.10, Asphalt Paving Local Streets & Access Driveways (Stone, Base, & Binder, Tac & Surface, Safety Bollards)
- Harding Asphalt, LLC d/b/a Harding Group, Emory Trace, Section 2, Bond #7901082301, \$3,227.30, Concrete Curbs (Roll-Curb & Gutter)
- Harding Asphalt, LLC d/b/a Harding Group, Emory Trace, Section 2, Bond #7901082300, \$4,428.00, Asphalt Paving -8' DOT Asphalt Path (Stone & HMA)
- The Snider Group, Inc., Westchester, Section 3, Bond #B3264097, \$55,450.00, Storm Sewers
- Conco Curbs & Paving, LLC, Westchester, Section 3, Bond #B3276566, \$41,839.17, Concrete Curb & Common Area Sidewalks
- E&B Paving, LLC, Westchester, Section 3, Bond #30147722, \$81,942.03, Onsite – Stone, Asphalt Binder, Asphalt Surface (ROW 156th Street. Stone Base, Binder, Surface)
- Conco Curbs & Paving, LLC, Kimblewick, Section 1A, Bond #B3276568, \$5,005.99, Concrete Curb
- The Snider Group, Inc., Kimblewick, Section 1A, Bond #B3264094, \$66,700.00, Storm Sewers
- Conco Curbs & Paving, LLC, Kimblewick, Section 1A, Bond #B3276567, \$4,805.74, Common Area Sidewalk
- E&B Paving, LLC, Kimblewick, Section 1A, Bond #30142446, \$59,091.56, Onsite Stone Base, Asphalt Binder, Asphalt Surface, ROW Base & Binder & Surface
- The Snider Group, Inc., Kimblewick, Section 1B, Bond #B3264095, \$25,500.00, Storm Sewers
- Conco Curbs & Paving, LLC, Kimblewick, Section 1B, Bond #B3276562, \$6,081.24, Curb & Gutter
- E&B Paving, LLC, Kimblewick, Section 1B, Bond #30142447, \$66,526.79, Onsite Stone Base, Asphalt Binder, Asphalt Surface, Path Stone Base & Surface
- Conco Curbs & Paving, LLC, Kimblewick, Section 1B, Bond #B3276561, \$356.40, Common Area Sidewalks
- E&B Paving, LLC, Kimblewick, Section 3, Bond & Rider #30142448, \$32,832.72, Onsite Stone Base, Asphalt Binder, Asphalt Surface
- Conco Curbs & Paving, LLC, Kimblewick, Section 3, Bond #B3276563, \$1,178.60, Common Area Sidewalks
- The Snider Group, Inc., Kimblewick, Section 3, Bond #B3264096, \$25,700.00, Storm Sewers
- Conco Curbs & Paving, LLC, Kimblewick, Section 3, Bond #B3276564, \$3,146.28, Curb & Gutter

Maintenance Bond Release

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

- Beazer Homes of Indiana, Keeneland Park, Section 5, Bond #SNN4011125, \$371.70, Lime Stabilization
- Beazer Homes of Indiana, Keeneland Park, Section 5, Bond #SNN4011124, \$1,720.30, Curbs

- E&B Paving, Inc., Keeneland Park, Section 5, Bond #30049384, \$6,096.90, Onsite Stone, Asphalt Binder, & Asphalt Surface
- United Infrastructure, LLC, Keeneland Park, Section 5, Bond #9840927, \$6,606.00, Storm
- Beazer Homes of Indiana, Keeneland Park, Section 7, Bond #SNN4007891, \$12,637.75, Streets & Curbs
- Beazer Homes of Indiana, Keeneland Park, Section 7, Bond #SNN4007892, \$12,605.70, Storm Sewers

Letter of Credit Acceptance

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

- **NONE**

Letter of Credit Release

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

- Woodbury Ridge 2, LLC, LOC #171210, \$9,020.00, Erosion Control

Cash In Lieu/Development Agreement

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

- **NONE**

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

December 2021

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1. Field Activity Performance Measures	
Events by Nature	1
Events by Incident Type	2
UCR Offenses	3
Arrests & traffic	4
Top Accident Locations	5
Total Accidents by Primary Cause	6
2. Community Events	7

Westfield Police Department

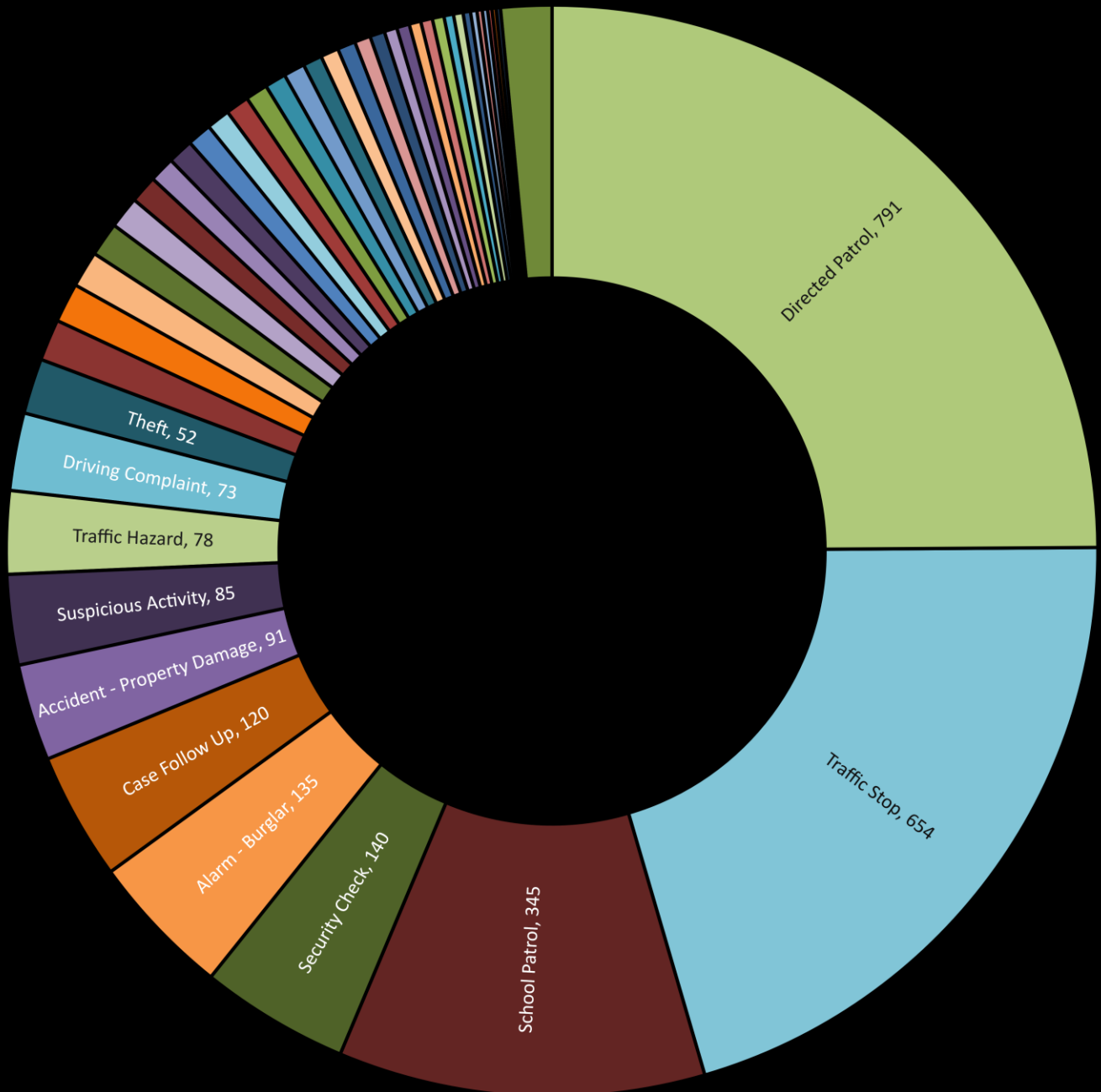
December 2021

Events by Nature

Incident Type	Count	Column1	Count Cont.
911 Hang Up	23	K9 Detail	2
Abandoned Vehicle	4	Kidnapping	1
Abandonment	0	Lock Out	37
Abuse / Neglect	3	Loud Party	1
Accident - Hit & Run PD	11	Mental Emotional - Violent	3
Accident - Hit & Run PI	1	Mental Emotial/Suicide Attempt	1
Accident - Other	0	Mental Person	6
Accident - Property Damage	91	Miscellaneous	15
Accident - Personal Injury	9	Missing Person	9
Accident - Sinking Vehicle	0	Missing Person - PLS	0
Accident - Unknown	1	New Call	0
Accelerator Stuck	0	Nuisance	1
Active Assailant	0	Ordinance Misc.	30
Alarm - Other	1	Parking Complaint	22
Alarm - Vehicle	0	Physical Disturbance	17
Alarm - Burglar	135	Product Contamination	0
Alarm - Hold Up	14	Reckless Activity	1
Animal Bite / Attack	0	Road Rage	4
Animal Complaint	26	Robbery	0
Assist Fire	32	Runaway	3
Assist Other Department	24	School Patrol	345
Assist Public	18	Security Check	140
Battery	1	Sex Offense	3
Bomb Device Found	0	Shooting	1
Bomb Threat	0	Solicitor	1
Burglary	3	Special Detail	2
Carjacking	0	Stabbing	0
Case Follow Up	120	Suicide	0
Child Seat Inspection	0	Suspicious Activity	85
Civil Dispute	20	Suspicious Package	1
Criminal Mischief	11	Suspicious Person	0
Damage to Property	0	Test	0
Death Investigation	1	Theft	52
Directed Patrol	791	Theft - From a Vehicle	4
Disturbance	24	Theft - of a Vehicle	3
Driving Complaint	73	Theft Shoplifter	2
Drug Complaint	11	Threat to Life	5
Drug Lab	0	Threatening Suicide	5
Escort	0	Tow Release	0
Fight	0	Traffic Hazard	78
Firearms Shots Fired	2	Transport	0
Found / Lost Property	17	Trespassing	12
Found Person	2	Traffic Stop	654
Fraud Prescription	0	Unknown Call for Police	0
Fraud / Deception	22	VIN Check	34
Harassment	21	Wanted	2
Intoxicated Person	3	Warrant Service	7
Investigation	12	Weapons Complaint	2
Jail Incident	0	Welfare Check	39
Juvenile Complaint	20	Total	3177

Westfield Police Department
December 2021

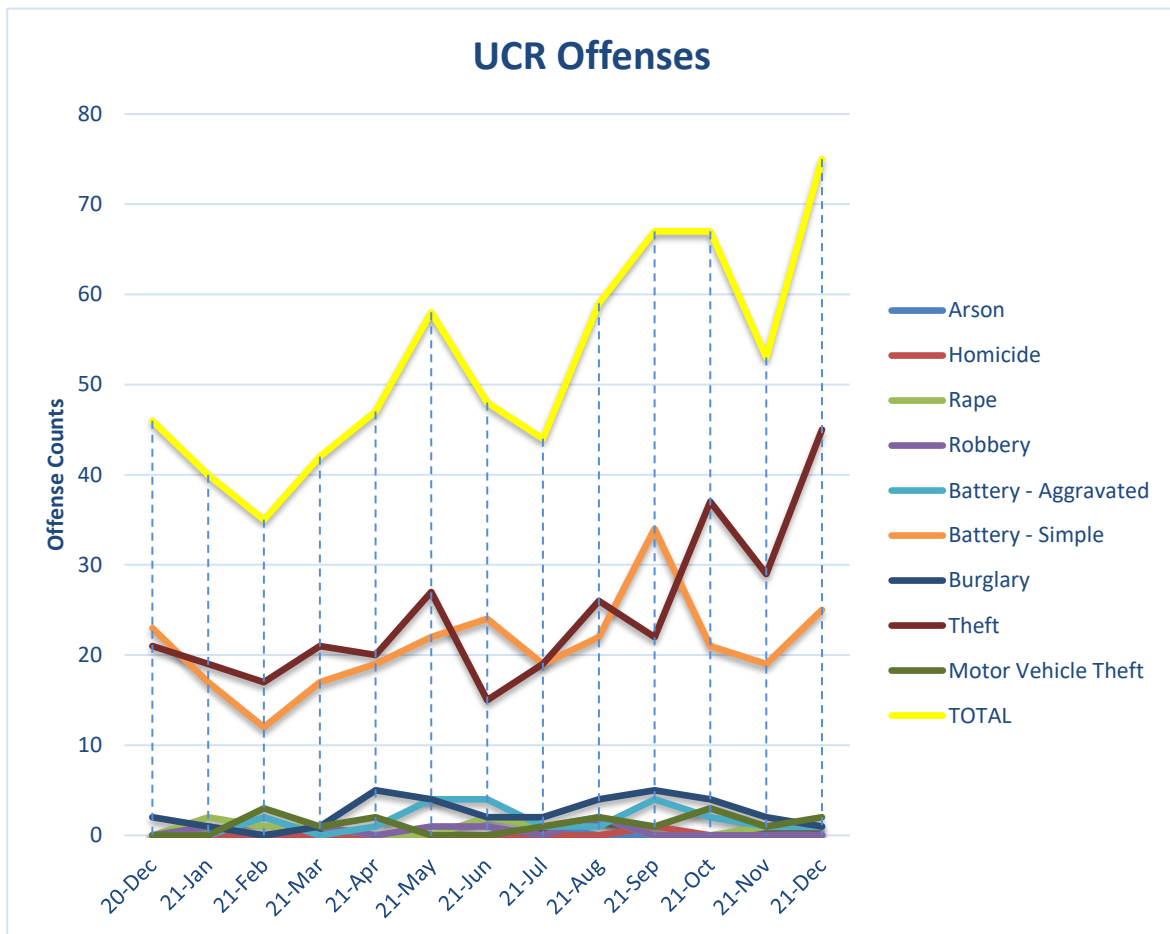
Monthly Events by Incident Type
December 2021



Westfield Police Department
December 2021

UCR OFFENSES

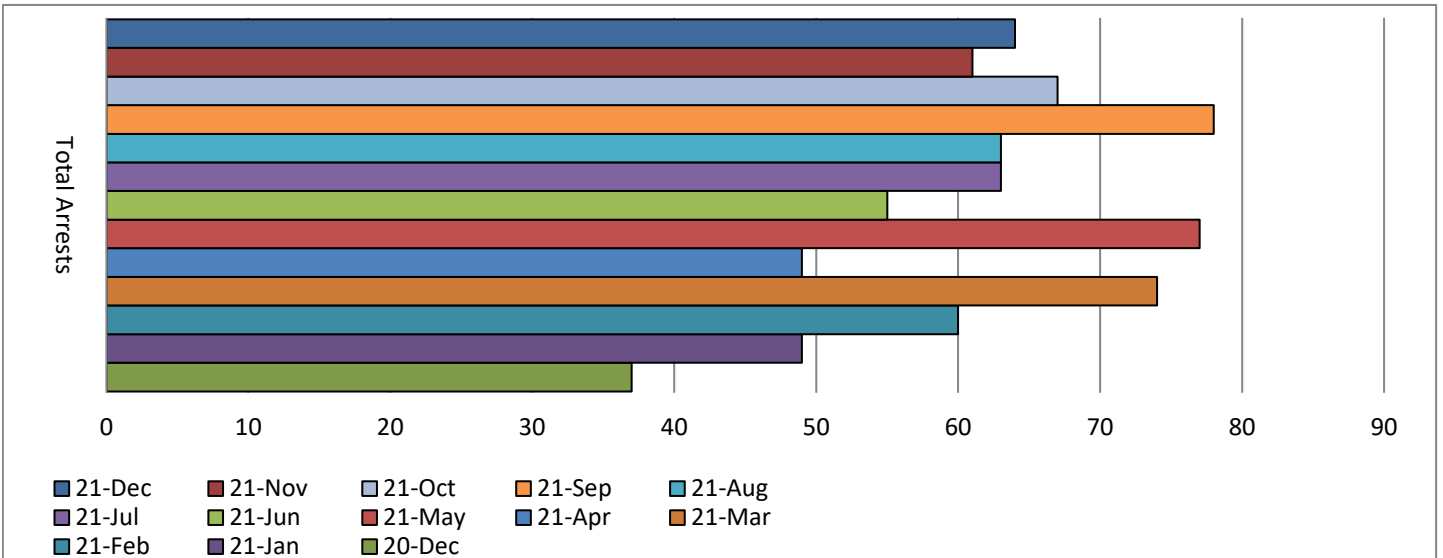
OFFENSE	20-Dec	21-Jan	21-Feb	21-Mar	21-Apr	21-May	21-Jun	21-Jul	21-Aug	21-Sep	21-Oct	21-Nov	21-Dec
Arson	0	0	0	0	0	0	0	1	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	1	0	0	0
Rape	0	2	1	1	0	0	2	1	2	0	0	1	1
Robbery	0	1	0	1	0	1	1	0	2	0	0	0	0
Battery - Aggravated	0	0	2	0	1	4	4	1	1	4	2	1	1
Battery - Simple	23	17	12	17	19	22	24	19	22	34	21	19	25
Burglary	2	1	0	1	5	4	2	2	4	5	4	2	1
Theft	21	19	17	21	20	27	15	19	26	22	37	29	45
Motor Vehicle Theft	0	0	3	1	2	0	0	1	2	1	3	1	2
TOTAL	46	40	35	42	47	58	48	44	59	67	67	53	75



Westfield Police Department

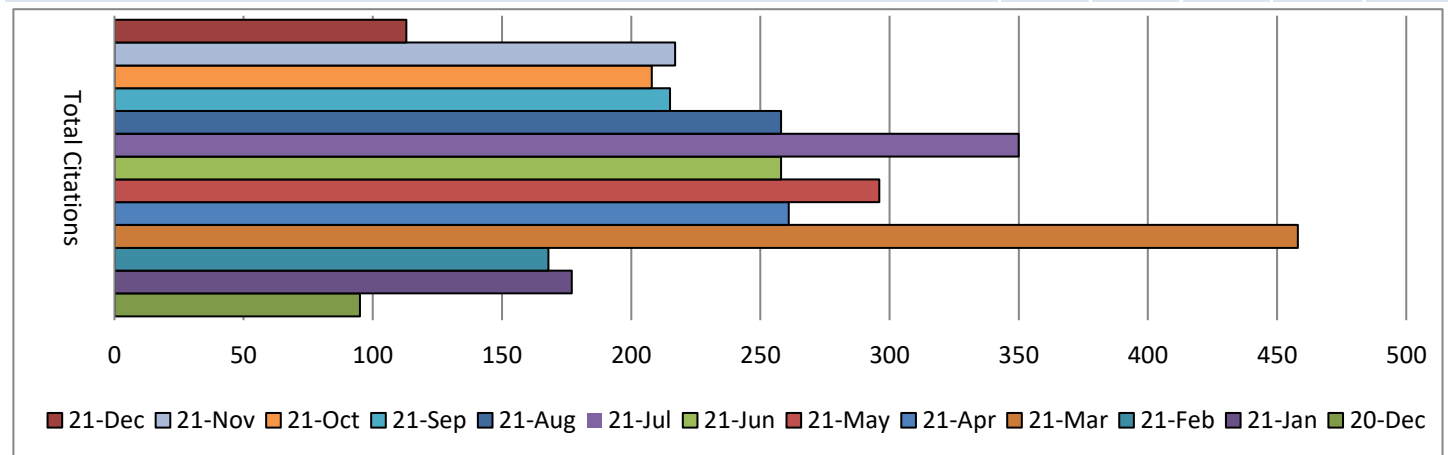
December 2021

Arrest Reports Taken	20-Dec	21-Jan	21-Feb	21-Mar	21-Apr	21-May	21-Jun	21-Jul	21-Aug	21-Sep	21-Oct	21-Nov	21-Dec
Alcohol/ Drug Related	18	26	26	34	13	31	19	21	33	28	19	22	28
Felony Charges	19	29	44	35	63	35	20	34	40	32	26	34	26
Misdemeanor Charges	41	71	75	124	85	88	59	78	80	78	83	74	75
Total Arrests	37	49	60	74	49	77	55	63	63	78	67	61	64



Traffic	20-Dec	21-Jan	21-Feb	21-Mar	21-Apr	21-May	21-Jun	21-Jul	21-Aug	21-Sep	21-Oct	21-Nov	21-Dec
Total Citations	95	177	168	458	261	296	258	350	258	215	208	217	113
Total Written Warning	193	558	604	1184	1118	1048	1027	1553	1158	956	971	1161	788
Total Traffic Accidents	65	46	54	49	52	66	98	54	71	69	78	81	84
Property Damage	56	41	50	45	47	56	82	48	60	59	69	76	77
Personal Injury	9	5	4	4	5	10	16	6	11	10	9	5	7
Fatality	0	0	0	0	0	0	0	0	0	0	0	0	0
Hit and Run*	7	5	4	10	6	9	10	4	11	6	15	6	8

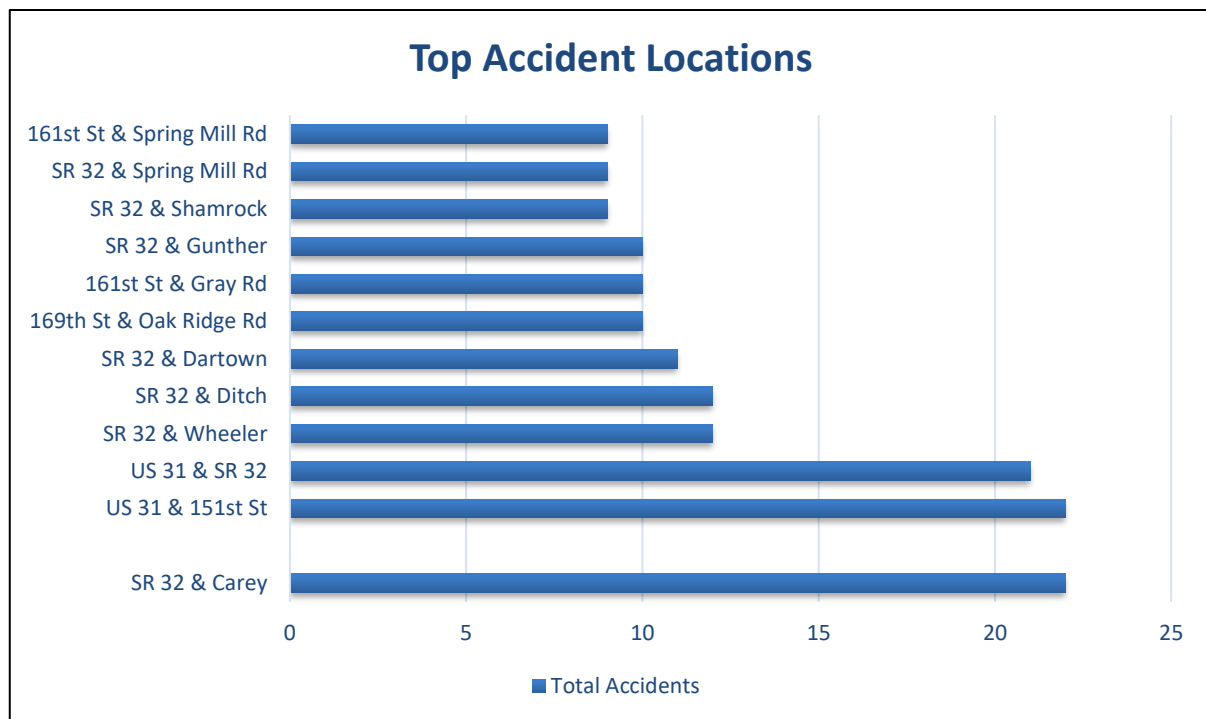
*numbers included in property damage, personal injury, and fatality accidents



Westfield Police Department
December 2021

Top Accident Locations

Accident Location	Total Accidents	Primary Cause
SR 32 & Carey	22	Following too Closely
US 31 & 151st St	22	Unsafe Lane Movement
US 31 & SR 32	21	Following too Closely
SR 32 & Wheeler	12	Following too Closely
SR 32 & Ditch	12	Following too Closely
SR 32 & Dartown	11	Following too Closely
169th St & Oak Ridge Rd	10	Failure to Yield/Disregard Signal
161st St & Gray Rd	10	Failure to Yield
SR 32 & Gunther	10	Following too Closely
SR 32 & Shamrock	9	Failure to Yield
SR 32 & Spring Mill Rd	9	Following too Closely/Ran Off Road/Failure to Yield
161st St & Spring Mill Rd	9	Failure to Yield

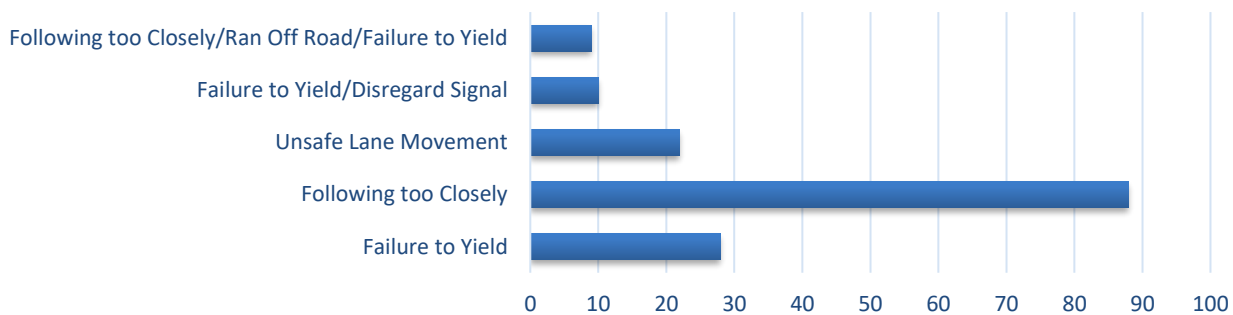


Westfield Police Department

December 2021

Primary Cause	Sum of Total Accidents
Failure to Yield	28
Following too Closely	88
Unsafe Lane Movement	22
Failure to Yield/Disregard Signal	10
Following too Closely/Ran Off Road/Failure to Yield	9

Sum of Total Accidents by Primary Cause, based on Top Accident Locations



Westfield Police Department
December 2021

Community Events

12/9/21	Girl Souct Meeting at the Intermediate School
12/14/21	Christmas Shopping for Kids
12/18/21	Christmas Shopping for Kids
12/21/21	Birthday Celebration
12/14/21	Caring Christmas Project

CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services (“Vendor Contract”) is made and entered into as of the January 4th, 2022, by and between City of Westfield (“Contracting Party”) and H & N Outdoor Services, LLC (“Vendor”).

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

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

- (a) Goods and/or services provided by Vendor: H & N Outdoor Services, LLC (See Exhibit B attached hereto and made a part hereof).
- (b) Location: Multiple Sites in Westfield, IN 46074 (the “City Property”)
- (c) Term: The agreement terminates on December 31, 2024 unless written contract renewal notification is sent to vendor 90 days prior to termination date.
- (d) Purchase Price:

2022- \$115,047.60, Payable in twelve (12) equal installments of \$9,587.30 beginning January 25th 2022

2023- \$115,047.60, Payable in twelve (12) equal installments of \$9,587.30 beginning January 25th 2023

2024- \$115,047.60, Payable in twelve (12) equal installments of \$9,587.30 beginning January 25th 2024

- (e) Addresses:

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

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

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

If to Vendor:

H & N Outdoor Services, LLC
PO Box 206
Sheridan, IN 46069

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

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

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

CONTRACT TERMS AND CONDITIONS

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

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

3. **TIME AND PERFORMANCE:** The work and services under this Contract shall be completed no later than the Completion Date. The Vendor shall submit for Contracting Party's approval a detailed schedule for the performance of the work and services which shall include allowances for periods of time required for Contracting Party's review and approval of submissions by Vendor. Time limits established by this detailed schedule shall be consistent with the Completion Date. Time is of the essence of this Vendor Contract. If the Vendor fails to comply with Section A;

Basic Terms, Paragraph c, [Completion Date], the Vendor shall be subject to any and all consequential damages unless the delays are beyond the reasonable control of the Vendor.

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

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

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

7. **LIENS:** Vendor shall not cause or permit the filing of any lien related to its services. In the event any such lien is filed and Vendor fails to remove such lien of record within thirty (30) days after the filing thereof, by payment or bonding, Contracting Party shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense. Vendor shall indemnify and hold harmless Contracting Party from and against any and all liability, loss, judgments, costs and expenses, including reasonable attorneys' fees, incurred by Contracting Party in connection with any such lien.

8. **DEFAULT:** In the event Vendor commits any of the following (each, a "Default"):
(a) repudiates or breaches any of the terms of this Contract, including, without limitation, Vendor's representations; (b) fails to perform services or deliver goods as specified by Contracting Party; (c) fails to make progress for reasons within the Vendors control so as to endanger timely and proper completion of services, and does not correct such failure or breach within ten (10) days (or such

shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Contracting Party specifying such failure or breach; or (d) becomes insolvent, files, or has filed against it, a petition in bankruptcy, for receivership or other insolvency proceeding, makes a general assignment for the benefit of credits or (if Vendor is a partnership or corporation) dissolves, Contracting Party shall have the right (1) to terminate all or any part of this Contract, without liability to Vendor; (2) to perform or obtain, upon such terms and in such manner as it deems appropriate in its sole discretion, the services which were to be provided by Vendor and Vendor shall be liable to Contracting Party for any reasonable and immitigable excess costs above the costs of this contract incurred by Contracting Party in performing or obtaining such similar services; and (3) to exercise any other right or remedy available to Contracting Party at law or in equity and except to the extent of any betterment realized by the Contracting Party.

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

10. **REQUIRED INSURANCE AND INDEMNIFICATION:**

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

Worker's Compensation	Required.
Employer's Liability	\$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limits.
Commercial General Liability (CG0001) , including Personal Injury, Premises Operations, including explosion, collapse or underground property damage hazards, including costs to repair or replace damaged work. (The Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy).	\$1,000,000 Per Occurrence and \$2,000,000 General Aggregate.
Commercial Automobile Liability , including Owned, Non-Owned and Hired Car coverages.	\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage.

- (b) The insurance shall be procured from companies authorized to do business in the state of Indiana. Except as otherwise expressly set forth herein, coverage shall be on an occurrence basis. All insurance procured or maintained by Vendor on which the Contracting Party is an additional insured, shall be primary. Any insurance maintained by Contracting Party shall be considered excess and non-contributory. Vendor shall permit Contracting Party to examine the actual policies upon request at the Vendor's offices where the policy is stored.
- (c) A Certificate of Insurance acceptable to Contracting Party shall be submitted to Contracting Party prior to commencement of any work hereunder, including, without limitation, a certificate issued by the Industrial Board or other appropriate agency in the State of Indiana showing that the Worker's Compensation and other employee benefit insurance is in full force and effect. Each insurer shall possess an A.M. Best's rating of no less than A-VIII as of inception of this Contract. The Certificate of Insurance shall contain a provision that coverage shall not be canceled unless at least thirty (30) days' prior written notice has been given to Contracting Party. The Certificate of Insurance shall name the Contracting Party as an additional insured with respect to all but the Worker's Compensation, Employee Liability, and Professional Liability coverage. The additional insured endorsement shall state that coverage is afforded the additional insured as primary and non-contributory. In addition, each Certificate of Insurance shall provide that the Certificate Holder is the Contracting Party, c/o City of Westfield. Vendor shall not have earned any fees nor be due any payments hereunder unless and until such Certificate of Insurance is received by Contracting Party.
- (d) Vendor shall indemnify and hold harmless Contracting Party, and its employees from and against any and all liability, claim, damage, loss or expense (including, without limitation, court costs and reasonable attorneys' fees) to the extent caused by any negligence of the Vendor, its employees or sub Vendors, in the performance of the services under this contract, but not to the extent arising directly out of the negligence of Contracting Party. This subparagraph (d) shall survive the expiration or termination of this Contract.
- (e) Without limiting anything set forth in this paragraph 10, the following additional insurance coverage limits are required for the professional engineering services specifically required by the scope of the contracted goods and services: \$1,000,000 per claim and \$1,000,000 general aggregate professional liability, with retroactive coverage to the earlier of date of execution of Contract and commencement of any work and coverage for a minimum period of two (2) years after professional services completion.
- (f) If Vendor fails to maintain the insurance as set forth herein, Contracting Party may terminate this Contract immediately or, at the option of Contracting Party, Contracting Party may obtain insurance on the Vendor's behalf and offset the cost of insurance related to the contracted services against any payments due Vendor.

11. **SAFETY**: Vendor shall, related to the services hereunder, fully observe any and all known federal, state and local safety performance standards and all additional applicable laws, ordinances, rules, regulations and orders of public authorities having jurisdiction over the work area.

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

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

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

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

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

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

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

18. **RELATIONSHIP OF PARTIES**: Vendor and Contracting Party are independent contracting parties and not agents, employees, partners, joint ventures or associates of one another, and nothing in this Contract shall make either party the agent or legal representative of the other for

any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Vendor shall pay all wages and appropriate expenses of its employees, including, without limitation, all federal, state and local taxes, social security taxes and other employment or personnel taxes or assessments. Contracting Party shall not be liable for any injury (including death) to any persons, or any damages to any property incurred in connection with the performance of this Contract, to the extent caused by Vendor's fault or negligence.

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

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

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

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

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

24. **OFAC COMPLIANCE:** The Office of Foreign Assets Control (OFAC) prohibits US persons from entering into transactions with individuals, groups, and entities, such as terrorists, narcotics traffickers and those engage in activities related to the proliferation of weapons of mass destruction, collectively referred to as Specially Designated Nationals ("SDN"). If the name of Vendor or any individual in a management position with Vendor is discovered on the SDN list, published by OFAC, such discovery shall constitute a material breach of this Contract. Contracting Party shall promptly notify Vendor, which shall have three (3) days in which to provide to Contracting Party clear and convincing evidence that (a) neither Vendor nor any individual in a management

position with Vendor is an SDN, (b) the transaction is authorized by OFAC or (c) a statutory exemption exists that permits Contracting Party to do business with Vendor. Should Vendor fail to do so, then Contracting Party shall terminate this Contract for cause without further notice or grace period.

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

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

EXECUTED this _____ day of _____, 2021.

Contracting Party:

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

Vendor:

H & N Landscape Services, LLC
PO Box 206
Sheridan IN, 46069

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A

Project Rules

In an effort to have COMPLETE CUSTOMER SATISFACTION, we have prepared the following Project Rules. Your personnel and all subcontracted parties shall comply with these rules without exception. Failure to follow Project Rules may be grounds for project dismissal and potentially contract termination. Following these rules will help us collectively acquire COMPLETE CUSTOMER SATISFACTION.

SITE ACCESS

- ☐ General: Vendor/Contractor (“Contractor”) shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits.
- ☐ Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- ☐ Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to City, City's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- ☐ Schedule deliveries to minimize use of driveways and entrances by construction operations and reduce space and time requirements for storage of materials and equipment on-site.
- ☐ Restricted Site Access: The only egress point to and from the Project area shall be as dictated by the City or authorized City’s representative. Coordinate work activities in advance.
- ☐ All construction personnel will be required to have photo identification with them at all times on the project. All construction personnel shall also carry Vendor identification with them or wear hardhats with company logo and the employee’s name visible to determine their site permissions.
- ☐ Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise, vibration, odors, or other disruption to occupied areas of the Project, as applicable.
- ☐ Notify City(s) not less than five days in advance of proposed disruptive operations. Obtain City(s) written permission before proceeding with disruptive operations.
- ☐ Perform work with least possible disturbance to occupants of existing facilities.
- ☐ Contractor shall seek approval from City or City representative before beginning any work outside of the approved project limits or area.
- ☐ Prior to commencing the Work, the Contractor shall tour the Project site to **examine and record** any existing damage to adjacent site or building improvements to serve as a basis for determination of subsequent damage due to Contractor's operations. Contractor shall submit such report to the City prior to commencing work.

LIMITED CITY OCUPANCY (If Applicable)

- ☐ The City and its partners intend to occupy parts of the Project immediately upon completion and when safe access is available. Your work must be coordinated in advance to limit the exposure of construction activities to occupants of the Project.
- ☐ Before limited City occupancy of any building, the mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, City will operate and maintain mechanical and electrical systems serving occupied portions of Work.

- ❑ On occupancy, City will assume responsibility for maintenance and custodial service for occupied portions of Work.

MATERIAL MANAGEMENT PLAN

- ❑ Contractors shall prepare a Site Utilization Plan to be submitted to the City for review and approval.
- ❑ The site use plan shall include but not be limited to the following items:
 - Material storage areas (identify material and ownership).
 - Equipment compounds.
 - Temporary utilities required
 - Trash and waste containers required for environmental disposal of waste.
 - Any other specific items requiring coordination with the City, Project partners or other trade contractors.
- ❑ Safe and protected storage of materials and equipment of the Contractor is the responsibility of the Contractor. All materials stored by the Contractor on the site are to be protected in a manner to not jeopardize their warranty or quality of material finish.

CLEAN UP

- ❑ During the progress of the Work, the Contractor shall keep the site and other areas free from accumulation of waste materials, rubbish and other debris, as provided in the contract. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations in the most environmentally sensitive manner possible. Burial of waste materials, rubbish, and other debris on the site is strictly prohibited.
- ❑ Contractor shall provide daily cleaning of their work areas including sweeping and trash/debris/rubbish removal. Contractor shall be responsible for moving trash to the designated refuse areas for disposal by others.
- ❑ At no time shall a contractor block an egress path without the expressed consent of the City or authorized City representative.
- ❑ At the completion of the Work, the Contractor shall remove from the site all tools, appliances, construction equipment, machinery, trailers, and temporary structures/utilities that they erected as well as surplus materials, rubbish and trash.

WORK HOURS

- ❑ It is the expectation of City that ALL Contractors and subcontractors limit work to normal business working hours, Monday through Friday, unless otherwise required or approved in advance by City.
- ❑ The Work of this Project shall be accomplished during normal working hours and days. Contractors planning to work on weekends or observed holidays must schedule with the authorized Owner agent, no later than 48 hours prior to the anticipated work day.
- ❑ Normal working hours and days are defined as:
 - Mondays through Fridays, 7:00 a.m. to 6:00 p.m. (typical)
 - Weekends (Saturday and Sunday), as scheduled and approved in advance by the City.
 - No work shall be performed on days of normal observance of the following holidays:
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day and the Friday following
 - Christmas Day
- ❑ Requests for work on non-normal work days or outside the defined normal working hours of this project, does not constitute an approval of said request and may need to be rescheduled to provide adequate security and supervision as required by Contract.

- ❑ No use of power actuated tools or hammer drills is permitted at an occupied City building or adjacent to private residence and/or business between the hours of 7:00 AM and 5:00 PM, or as directed by City officials

PUBLIC ACCESS AND SAFETY

- ❑ Contractor is responsible to provide all safety measures required and implied as necessary to protect all persons on the Project site and all persons and public adjacent to their construction zones. It is not the responsibility of the City to specify measures to be taken.
- ❑ Comply with applicable safety and security regulations of all authorities having jurisdiction. These regulations set forth minimum requirements. Contractor shall not reduce his normal safety provisions or ignore safety regulations required by other authorities having jurisdiction where other requirements are more stringent.
- ❑ The Contractor shall provide, for coordination, and information, all material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations. Contractors must provide updated and current information as it becomes available.
- ❑ In the case of an emergency affecting the safety or protection of persons or the Work or property at the Site or adjacent areas, the Contractor shall act to prevent threat of damage, injury, or loss. The Contractor shall immediately notify the City. Within 24 hours the Contractor shall provide written notification and documentation of the event, indicating if he believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof.
- ❑ The Contractor shall designate a qualified, experienced safety representative at the Site.

SITE DECORUM

- ❑ Contractor and subcontracted employees shall conduct themselves in a professional manner in all areas of the City.
- ❑ Refrain from contact with the general public. When this cannot be avoided, Contractor's and the subcontractor's employees are to be courteous at all times.
- ❑ Proper work attire shall be required at all times on the Project. In addition to the required personal protective devices and attire required to perform work safely, all site workers are to wear clothing appropriate for the work that they are performing. Clothing with inappropriate language or pictures are strictly forbidden.
- ❑ Contractor shall control the conduct of its employees so as to prevent unwanted interaction initiated by Contractor's employees with City/Project personnel, public, other contractors and their employees, or other individuals, in the vicinity of the project site. In the event that any Contractor employee initiates such unwanted interaction, or utilizes profanity, Contractor shall, either upon request of the City or on its own initiative, replace said employee with another of equivalent technical skill, at no additional cost to the City.
- ❑ No radios, other than two-way communication type, will be allowed on the Project site.
- ❑ Smoking or the use of any tobacco products (including chew and snuff) is **NOT ALLOWED** on the Project or any City-owned properties.
- ❑ Water is allowed in Project buildings however ALL other beverages and food are only permitted in designated break areas.
- ❑ Use of any controlled substances on City's property is not permitted.
- ❑ No alcoholic beverages, illegal drugs, controlled substances or firearms of any kind are permitted on the construction site. Any persons found on the site with such in their possession will be escorted from the premises and not permitted to return.

- ❑ Fighting and horseplay on the project site are absolutely forbidden. Participants in fights will be escorted from the premises and not permitted to return.

PARKING

- ❑ Project parking is allowed at designated areas of the Project.
- ❑ Personal vehicles are to remain in provided parking areas.
- ❑ Only approved company work vehicles are allowed on the project site. This effort is dictated to prevent damage to site and other improvements and promote a safe project by minimizing project congestion.
- ❑ For Construction **LOADING AND UNLOADING ONLY**:
 - Contractors shall be allowed to deliver daily equipment and materials to the Project construction areas so as long that they minimize the impact and risk of damage to existing site and project improvements.
 - Delivery of materials, equipment and products associated with the completion of your scope of work must be coordinated in advance.

UTILITY COORDINATION

- ❑ All excavations shall be completed in accordance with City and OSHA standards. Due to the amount of public and private utilities in and around Grand Park, all excavations must utilize a hydro-vac when area of disruption is appropriately sized.
- ❑ Limit construction operations to those methods and procedures which will not adversely and unduly affect the working environment of City's occupied spaces, including noise, dust, odors, air pollution, ambient discomfort, poor lighting, hazards and other undesirable effects and conditions.
- ❑ Notify the City one week in advance of construction activities which will impact the occupancy and use of adjacent areas.
- ❑ Do not interrupt power, lighting, plumbing, telephone and HVAC services to occupied areas. Interruptions must be scheduled a minimum of two days in advance, receive City's approval, and be made known to users of the area a minimum of 24 hours in advance of the actual interruption.
- ❑ Contractor to connect to temporary utilities as designated by the contract documents or by the City. The Contractor will be responsible for installing and removing all temporary utilities, unless directed otherwise.
- ❑ Contractor shall be responsible for site drainage and maintaining erosion control as required.

USE OF ROADWAYS AND PATHS

- ❑ Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- ❑ Use of the City Park paths or perimeter trails, including those at Grand Park, is discouraged but we understand that in many cases cannot be avoided. Please coordinate in advance any vehicle or equipment size and weight with the City prior to mobilizing on site.
- ❑ Where materials are transported in the performance of this Work, do not load vehicles beyond the capacity recommended by the manufacturer of the vehicles or prescribed by any applicable state or local law or regulation.
- ❑ Provide protection against damage whenever it is necessary to cross existing paths, sidewalks, curbs, and gutters on the City project. Repair and make good at the expense of Contractor all damages thereto, including damage to existing utilities and paving, arising from the operations under the Contract.

- ❑ Access onto any athletic field at Sports Campus at Grand Park or onto any City owned property with irrigation installed is strongly discouraged. Contractor shall protect all playing surfaces and site utilities that could be compromised by the construction activities of the Contractor.
- ❑ Truck staging is not allowed on any City street surrounding the Project.
- ❑ Promptly clean all public right-of-ways should dirt or other debris from site be deposited on roads and streets by the Contractor or vehicles used to deliver or conduct the scope of this agreement.
- ❑ It is the responsibility of ALL Contractors to provide flag person(s) at pedestrian crossings of construction equipment at right of ways or pedestrian paths one hundred percent of the time such equipment is operating.

TRAFFIC CONTROL

- ❑ Provide temporary traffic control barriers to ensure safety of all persons and property.
- ❑ Contractor shall provide all flag person(s) necessary to maintain vehicular and pedestrian traffic affected by deliveries and work performed under their scope. All flag person(s) shall be certified through the union hall or other body having the authority to provide this training.
- ❑ Contractor shall provide traffic control for vehicular traffic leaving and entering the site.

CRANES & HOISTING

- ❑ All hoisting and cranes required to perform the scope of your work is the responsibility of the Contractor to install, provide and operate in accordance with all safety regulations of the authorities having jurisdiction. This includes all temporary hoisting required by job conditions for the installation of materials and equipment.

TEMPORARY SHORING AND BRACING

- ❑ Provide temporary shoring and bracing as required for execution of the Work. ALL shoring and bracing shall be engineered by the Contractor and comply with safety regulations of authorities having jurisdiction.

TEMPORARY BARRICADES

- ❑ Provide temporary barricades as necessary for the execution of the work. Maintain barricades in a clean and neat condition until no longer required and removal is approved or requested.
- ❑ Provide temporary barriers or partitions as required to protect any project workers or the general public from injury due to work of this project, and to protect adjacent areas of the project from spread of dust or dirt.
- ❑ When Work involves modification to an existing egress corridor within an existing building, the Contractor shall provide temporary barricades as necessary, constructed in a manner that maintains the fire resistive integrity of the affected corridor(s). Construction and placement of the barricades shall be approved by the City project representative and the authority having jurisdiction.

CONSTRUCTION SIGNAGE

- ❑ Advertising Signage: The use of Contractor/subcontractor advertising signage is strictly prohibited.
- ❑ No ground-mounted signage is allowed on the project site without the expressed written consent of the City.
- ❑ Signage is authorized on construction trailers and corporate-owned equipment and vehicles. Such signage cannot exceed 6' by 4' (24 square feet) in size. Trailers in violation shall be removed from the site by the Contractor and the Contractor shall have the site storage privileges revoked
- ❑ Signage to be fabricated from new materials and constructed from materials able to withstand construction use/abuse and exposure based upon its proposed installation location for its intended use.

❑ Project Specific Signage:

- ALL signage shall be as approved by the City and the authority having jurisdiction.
- All employee personnel informational signage shall be bilingual (English and Spanish) as requested by the City.
- All project specific signage shall include the City logo and project name incorporated into the design of each sign for the project.

TEMPORARY FACILITIES

- ❑ Erect and maintain, for duration of operations and in locations as approved, suitable temporary office facilities as required for Contractor's administration of the Work. Provide necessary sheds and facilities for the storage of tools, materials, and equipment employed in the performance of the Work. Temporary buildings shall be watertight with raised solid floors, solid sheathed and composition roofs, and adequately glazed and screened windows for light and ventilation. Temporary buildings shall be painted colors as approved. Contractor shall furnish daily janitorial service in the trailer. Provide stairs and handicapped ramp per code.

RUBBER TIRED EQUIPMENT

- ❑ Where carts, hand trucks, wheelbarrows, and similar wheeled conveyances are used in interior spaces or on finished surfaces (including synthetic turf fields) on or in any portions of any structure, equipment shall be equipped with pneumatic tires or other tire approved by the City.

REMOVAL OF TEMPORARY FACILITIES

- ❑ Temporary facilities, barricades, utilities and other construction of temporary nature shall be removed from the Project site as soon as the progress of the work will permit in the opinion of the City; and the portions of the Project site and building occupied by same shall be reconditioned and restored to original condition.
- ❑ Legally dispose of all debris resulting from removal and reconditioning operations.

VIOLATIONS

- ❑ Any violator of site restrictions will be subject to removal from the site, with recourse for schedule or cost impact.

GENERAL SAFETY PRECAUTIONS

- ❑ Safe working practices shall be observed at **all times**. The safety of your employees, the buildings and the work site is considered to be paramount. All work shall be conducted and completed by the guidelines set forth by the Federal, Local and State Authorities.
- ❑ The City of Westfield is a "Safe City". Any worker or person on a jobsite shall have 100% protection as defined by OSHA for the hazards that they may be exposed. This includes but is not limited to 100% eye protection, hard hat and hi-visibility vest at all times when on-site.
- ❑ Proper gloves are to be used to limit abrasions and cuts. Hearing protection shall be accessible to employees and used whenever exposed to noises that require such protective devices.
- ❑ Fall protection shall be worn, observed or employed when working at a height greater than 6' unless approved in writing by the City and OSHA/IOSHA. This fall protection directive is to be used at all times and includes activities utilizing articulating boom lifts, scissors lifts, ladders, scaffolding and any other activity where workers are exposed to a fall and shall compile with the provisions of OSHA and IOSHA.
- ❑ Any and all "Hot Work" shall have an appropriate fire extinguisher immediately accessible and be pre-approved by the City officials.

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

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

EXHIBIT B

See attached Proposal Dated 12/1/2021

Attachment 1

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

Attachment 2

The Affidavit of Employee Status shall be signed and notarized.

AFFIDAVIT OF EMPLOYEE STATUS

Re: Project – 2022-2024 Low Profile Landscape Maintenance Project

WHEREAS, the City of Westfield, Hamilton County, Indiana, hereinafter referred to as the “City” is in the process of contracting the Low Profile Landscape Maintenance contract, hereinafter referred to as the “Project”;

WHEREAS, H & N Landscape Services, LLC, hereinafter referred to as the “Vendor”, is the general contractor of the above reference project; and

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

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

Signature:

Signature:

Printed Name:

Printed Name:

STATE OF INDIANA:

SS:

COUNTY OF

:

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

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

Signature

Printed Name

My Commission expires _____

I am a resident of _____ County.

CITY OF WESTFIELD BY:

_____, Director of Public Works

STATE OF INDIANA:

SS:

COUNTY OF HAMILTON:

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

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

Signature

Printed Name

My Commission expires _____

I am a resident of _____ County.

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

Attachment 3

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



Invoice Date:	
Invoice or App Number:	

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

Westfield Project Name:	
Westfield Project Number:	
Westfield Project Manager:	
Westfield PO Number:	

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

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



City of Westfield Low-Profile Landscape Maintenance
H&N Outdoor Services, LLC
Proposal

EXECUTIVE SUMMARY:

H&N Outdoor Services, LLC is a small, local, family-owned company dedicated to providing services to both residential and commercial properties. We take pride in our quality of work and relationships with our customers. Owner, Chelsie Hufferd, started H&N Outdoor Services in January 2020. It is located in the small town of Sheridan, IN where Chelsie and her family currently reside. Chelsie and her husband decided to start this business to better support their family and to help achieve many lifelong goals doing what they know best. Between the pair, they have over 25 years of experience in the landscaping, irrigation, hardscape, maintenance, and customer services industries.

H&N Outdoor Services, LLC has a mission to enhance the value and beauty of each customers property and exceeding their expectations along the way. The vision is to be recognized by their customers, employees, and community as one of the best landscaping companies in the area. Services provided include, but not limited to:

- Landscape Design/Installation
- Hardscape Design/Installation
- Paver/Concrete Patios
- Firepits
- Irrigation Install & Services
- Water Features
- Pond Maintenance
- Mowing
- Yard Fertilizing and Aeration
- Concrete Walks, Pads, Driveway, Extension, Etc.
- Drainage
- Commercial Snow Removal ONLY

H&N Outdoor Services, LLC is proudly certified as a Woman Business Enterprise. This certification was granted on May 4, 2021 and is valid through May 31, 2024. We also proudly hold our Pesticide Applicators License and Nursery License. A copy of all letters/certifications are available upon request.

In the short two years H&N Outdoor Services, LLC has been running, we have managed to service and continue servicing several commercial properties and projects. These include the following:

- ❖ Irrigation Service Contract for the 2021 and 2022 seasons for the City of Westfield.
- ❖ Retaining wall installation and services for Grand Junction Properties.
- ❖ Irrigation Installation for Messer Construction at the IU North Cancer Center.

- ❖ Mowing and Grounds Maintenance Contract for the 2020/2021 and 2022/2023 seasons for Six Points Church.
- ❖ Landscape and Final Grade Installation Packages for Century Complete Homes (2021/2022).
- ❖ Landscape, Irrigation, Landscape Lighting, Grading and Hardscape Installation for Yancey Custom Homes (2021/2022).

H&N Outdoor Services, LLC continues to grow and maintain our quality and service standards. We have over tripled in sales from 2020 to 2021. This is done with the talents of our staff and commitment from the top down. We take pride in our talents, quality, workmanship, and relationships with customers.

PROPOSAL:

H&N Outdoor Services, LLC is providing the following proposal for the Low-Profile Maintenance Package for the City of Westfield. Due to the current economic standings, prices may vary (+/-) and are dependent on the economic increases/decreases of material and fuel prices. Prices proposed within, are based on average fuel, labor and material costs as of November 2021.

Scope of Services-

A description of the scope of work performed in each area is included in Exhibit A. These include both lawn care and turf management services. The specific locations scope of work is marked on the Low-Profile Site Spreadsheet that is included in Exhibit B.

Term and Performance-

The base term of the contract proposed shall be for the period of January 3, 2022 through December 31, 2024.

If granted, all activities performed by H&N Outdoor Services, LLC will be reviewed periodically to ensure minimum standards of professional workmanship. All equipment used to perform services, shall be in good operating condition and will be available for inspection by City officials as required. All repairs to equipment are to be made at the expense of H&N Outdoor Services, LLC. If there is a breakdown in H&N Outdoor Services, LLC equipment, and it deems necessary for the City to secure an alternate Contractor to perform the contracted services, then H&N Outdoor Services, LLC will not be paid for that work. Any other contracted services will be under the supervision of City staff in regards to operational procedures.

Contract Administration – Payment and Submittal-

Upon acceptance of this proposal, The City of Westfield will make payments to an institution, upon submission of proper invoices, at the prices stipulated in the proposed contract, for the services performed and accepted, less any discounts, allowances or adjustments provided for in this contract. The City of Westfield will pay H&N Outdoor Services, LLC on or before the 30th day after receiving a proper invoice including a list of all work completed.

Upon acceptance of this proposal, H&N Outdoor Services, LLC shall submit proper monthly invoices on the 25th day of the month prior to the City Council meeting on the 2nd Monday of the month. Invoices may be emailed to the City of Westfield Accounts Payable in PDF format to: ap@westfield.in.gov

Voluntary Alternatives-

H&N Outdoor Services, LLC recommends increasing the turf application from 3 to 5 applications per year. This will help add nutrients to the soil and to more effectively reduce weeds to maintain a weed free turf. We do acknowledge this will increase the cost, but we believe this is a better maintenance option. The annual total cost increase for the Low-Profile locations will be \$19,425. This increase is not included in the proposed costs of the Low-Profile Site Spreadsheet attached in Exhibit B.

Proposal Summary-

A breakdown, per location, is noted on the Low-Profile Site Spreadsheet in Exhibit B. These are an annual cost for the duration of the proposed contract.

Annual Low-Profile Landscape Maintenance: \$115,047.50

Exhibit A
Low-Profile Scope Descriptions

Scope A:

- Weekly Lawn Care
 - Mow and trim all grass areas within the boundaries of each designated site for 18 occurrences per season.
 - Monthly edging of hard surface areas including curb, sidewalk and trails.
 - Clean up of all paved areas.
 - Collection and disposal of all litter within the boundaries of the site.
 - Leaf removal in the fall.

Scope B:

- Weekly Lawn Care
 - Mow and trim all grass areas within the boundaries of each designated site for 18 occurrences per season.
 - Monthly edging of hard surface areas including curb, sidewalk and trails.
 - Clean up of all paved areas.
 - Collection and disposal of all litter within the boundaries of the site.
 - Leaf removal in the fall.
- Turf Treatment
 - Spring fertilizer with pre-emergent to maintain weed/crabgrass free turf.
 - Summer application of herbicide to maintain weed free turf.
 - Fall fertilizer and herbicide application to maintain weed free turf.

Scope C:

- Weekly Lawn Care
 - Mow and trim all grass areas within the boundaries of each designated site for 26 occurrences per season.
 - Monthly edging of hard surface areas including curb, sidewalk and trails.
 - Clean up of all paved areas.
 - Collection and disposal of all litter within the boundaries of the site.
 - Leaf removal in the fall.
- Turf Treatment
 - Spring fertilizer with pre-emergent to maintain weed/crabgrass free turf.
 - Summer application of herbicide to maintain weed free turf.
 - Fall fertilizer and herbicide application to maintain weed free turf.

Exhibit B

LOW-PROFILE SITE SPREADSHEET

Location	Site Description	Site Annual Cost
146 th and Greyhound Pass	C	\$ 1,525.00
151 st Street Median	C	\$ 1,525.00
156 th Monon Connector	B	\$ 1,125.00
161 st and Union RAB	C	\$ 9,187.50
169 th and Spring Mill RAB	C	\$ 8,750.00
169 th Oak Ridge to the Monon	B	\$ 1,125.00
171 st and Carey RAB	C	\$ 1,750.00
175 th St Dartown to Austrian Pine	A	\$ 900.00
186 th Spring Mill to Wheeler	D	\$ 16,625.00
186 th and Spring Mill RAB	C	\$ 4,812.50
191 st and US31	C	\$ 2,625.00
191 st Street Barn	A	\$ 900.00
Dean Road	B	\$ 3,375.00
Ditch SR32 to Casey RAB (DRE)	B	\$ 6,750.00
Ditch and Somerville RAB	C	\$ 1,525.00
East Street 196 th to SR38	B	\$ 6,075.00
Grand Park Blvd	C	\$ 5,900.00
Greyhound CT. and 151st	C	\$ 1,525.00
Greyhound Pass @ Bainbridge	C	\$ 1,525.00
Mower Garage	B	\$ 1,125.00
North Union and East Street	C	\$ 3,500.00
Osbourne Park	B	\$ 5,400.00
East Park Street	B	\$ 3,037.50
Raymond Worth Park	B	\$ 4,725.00
South Union Street – Old Fire Station	C	\$ 1,750.00
SR32 and Gurley Street	A	\$ 900.00
Westfield Blvd – 151 st and US31	C	\$ 4,375.00
Westfield Blvd – 169 th and SR32	C	\$ 6,125.00
Westfield Business Park Ct	B	\$ 2,025.00
Westfield Business Park Rd	B	\$ 1,125.00
West Park Street	A	\$ 900.00
US31 On and Off Ramps (3 Areas)		\$ 2,535.00
TOTAL		\$115,047.50

PROFESSIONAL SERVICES AGREEMENT

THIS Agreement is made and entered into this 26th day of January, 2022, by and between City of Westfield, with offices at 2706 E. 171st Street, Westfield, IN 46074 (hereinafter called the "OWNER"), and WSP USA Inc., a New York Corporation, with offices at 115 W. Washington Street, Suite 1270S, Indianapolis, IN 46204 (hereinafter called "WSP").

In consideration hereinafter set forth, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES, SCHEDULE AND COMPENSATION

WSP shall perform the professional engineering and other as-needed engineering services set forth in each written Task Order negotiated and executed by the Parties.

1. Upon receipt of request for a proposal, WSP shall prepare a Task Order proposal based on scope of services. The Parties shall negotiate scope of services ("Services"), schedule and compensation of each Task Order.
2. Each Task Order, after execution by both Parties, shall become a part of this Agreement as Exhibit A.
3. Each Task Order may contain additional provisions specific to that Task Order for the performance of services. Such supplemental instruction or provision shall not be construed as a modification to this Agreement and shall not apply to other Task Orders.
4. WSP shall perform the Services as described in a Task Order ("Task Order Services") upon receipt of fully executed Task Order.
5. The OWNER shall compensate WSP for the performance of Task Order Services in accordance with compensation type and amount stated in the Task Order. Task Orders may be either fixed price type or time and materials (cost reimbursable) basis.

2: PAYMENT

Fixed Price Task Order: WSP will prepare invoices for interim payments on WSP's standard form and submit every four (4) weeks to the OWNER. Each invoice shall be prepared to request

payment of the portion of the Fixed Price amount in proportion to the percentage of Task Order Services rendered during the invoice period to the total of a Task Order Services to be provided hereunder.

Time and Materials Task Order: WSP will prepare invoices for interim payments on WSP's standard form and submit every four (4) weeks. Each invoice will be prepared to request payment of the amount due based on the hours expended in performing the scope of work and the hourly billing rates included in the Task Order. WSP shall not be obligated to perform services or incur costs which would exceed the authorized amount under each Task Order unless and until the OWNER shall have notified WSP in writing such authorized amount for the Task Order has been increased to a new mutually agreeable amount.

Each invoice amount shall be paid to WSP by the OWNER within fourteen (14) days of presentation of the invoice to the OWNER.

WSP shall have the right, without penalty, to suspend performance hereunder in the event its invoice(s) remains unpaid sixty (60) days after presentation to the OWNER. In addition to the foregoing, said failure to pay WSP's invoice within sixty (60) days of presentation to the OWNER shall be deemed a substantial failure of OWNER entitling WSP to terminate this Agreement.

3: CHANGES AND EXTRA SERVICES

The OWNER may make changes within the general scope of this Agreement. If WSP is of the opinion that any proposed change causes an increase or decrease in the cost and/or the time required for performance of this Agreement, WSP shall so notify the OWNER of that fact. An agreed-upon change will be reduced to writing signed by the parties hereto and will modify this Agreement accordingly. WSP may initiate such written notification upon identifying a condition which may change the SERVICES agreed to on the effective date of this Agreement, as set forth in Exhibit A.

Any such notification must be provided within thirty (30) days from the date of receipt by that party of the other party's written notification of a proposed change.

The OWNER may request WSP to perform extra services not covered by the SCOPE OF SERVICES as set forth in Exhibit A, and WSP shall perform such extra services and will be compensated for such extra services when they are reduced to a writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly. WSP shall perform extra services only upon execution of such written amendment.

4: STANDARD OF CARE AND LIMITATION

The standard of care for all services performed or furnished by WSP and its subconsultants will be the care and skill ordinarily used by members of the applicable profession practicing under similar conditions at the same time and in the same locality. WSP MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

To the extent permitted by law, WSP's total liability, including the liability of its affiliate companies, officers, and employees, to OWNER and anyone claiming through it shall not exceed the fee that WSP receives hereunder.

WSP shall in no event be liable in contract, tort, or otherwise, for any indirect, special, or consequential damages, including but not limited to loss of anticipated profits, loss of use, loss of revenue, cost of capital, loss of good will, or similar damages arising out of its performance of the SERVICES hereunder.

5: TERMINATION

This Agreement may be terminated by either party hereto upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.

This Agreement may also be terminated by either party for its convenience or because the PROJECT has been permanently abandoned, but only upon fourteen (14) days written notice to the other party.

In the event of termination, WSP shall be compensated for all services performed and costs incurred up to the effective date of termination for which WSP has not been previously compensated, plus termination expenses reasonably incurred.

Upon receipt of notice of termination from the OWNER, WSP shall discontinue the SERVICES, and upon receipt of final payment from the OWNER, WSP shall deliver to the OWNER the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by WSP in the performance of this Agreement, whether completed or in progress.

6: OWNERSHIP OF DOCUMENTS

The parties hereto agree that WSP shall retain possession, rights, title, and interest including without limitation copyright of all drawings, specifications, and other documents when its services have been completed. WSP grants the OWNER a nonexclusive license to reproduce the drawings, specifications and other documents prepared under this Agreement provided that the OWNER comply with all of its obligations under this Agreement.

In the event of any reuse or other use by the OWNER of the drawings, specifications, and other documents furnished by WSP hereunder, the OWNER shall indemnify, defend, and hold harmless WSP from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused by, resulting from, or arising out of such reuse or other use.

If this Agreement is terminated for any reason prior to the final completion of the project and if under such circumstances, OWNER uses or engages the services or directs another consultant to use any documents prepared by the Consultant to complete such work, OWNER agrees to release the Consultant from any liability arising out of the use by the second consultant of the documents prepared by the Consultant except where such liability arises out of an error or omission of the Consultant.

7. STATE LAW GOVERNING AGREEMENT

This agreement shall be governed by and construed in accordance with the State of Indiana.

8: EXTENT OF AGREEMENT

Except as stated herein, this agreement is for the exclusive benefit and convenience of the Parties hereto. Nothing contained herein shall be construed as granting, vesting, creating, or conferring any right of action or any other right or benefit upon any other third party. This Agreement represents the entire and integrated agreement between the Owner and WSP and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to the subject matter hereof. WSP's receipt of purchase order or any other form of purchasing documents shall not change or amend the terms and conditions hereunder. This Agreement may not be modified except in writing, by an amendment signed by the parties hereto.

Statutory requirements shall be as set forth in Exhibit B.

IN WITNESS WHEREOF, this Agreement has been executed by the OWNER and WSP, effective from the day and year first written above.

WSP USA Inc.

City of Westfield, IN



Sr. Director-Local
Kelli McNamara/Business Leader

Name/Title

Jeremy Lollar/Director of Public Works

Name/Title:

1/25/2022

Date:

Date:

EXHIBIT A

TASK ORDER NO. 1

This Task Order No. 1 is made and entered into this 26th day of January, 2022, by and between City of Westfield, with offices at 2706 E. 171st Street, Westfield, IN 46074 (hereinafter called the "OWNER"), and WSP USA Inc., a New York Corporation, with offices at 115 W. Washington Street, Suite 1270S, Indianapolis, IN 46204 (hereinafter called "WSP") (herein collectively as the "Parties" and individually as a "Party.")

WHEREAS, the Parties entered into a Professional Services Agreement dated January 26, 2022 (hereinafter "Agreement");

WHEREAS, the OWNER requested a proposal for task order services to be performed under the Agreement, and WSP submitted a proposal dated January 19, 2022, and

NOW, THEREFORE, for the consideration hereinafter set forth, the parties do mutually agree as follows:

1. Scope of Work

WSP shall perform the Services as described in its Proposal dated January 19, 2022 a copy of which is attached hereto, Attachment 1 and made part of this Agreement.

2. Schedule

WSP shall perform the services stated above in accordance with a schedule set forth in Attachment 1.

3. Compensation

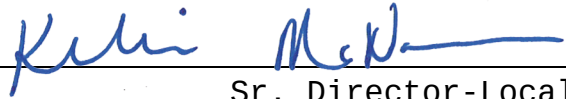
For the performance of the services set forth above, the OWNER shall compensate WSP an amount not to exceed Three Thousand Nine Hundred Thirty-One Dollars (\$ 3,931) on a time and material basis. The hourly rates are attached hereto, Attachment 2.

The Task Order services shall be performed pursuant to the terms and conditions in the Agreement.

IN WITNESS WHEREOF, this Task Order has been executed by the OWNER and WSP, effective from the day and year first written above.

WSP USA Inc.

City of Westfield, IN



Sr. Director - Local
Kelli McNamara/Business Lead
Name/Title

Jeremy Lollar/Director of Public Works
Name/Title:

1/25/2022

Date:

Date:

Attachment 1 – Scope of Work/Schedule

WSP will perform review of technical and design elements for the Lantern Commons development project extension of Westfield Boulevard generally from the roundabout at 161st Street and Oak Road to a point approximately 3,000 feet north of 161st Street.

WSP will utilize OWNER's technical specifications for completion of this review and applicable guidance or manuals from the Indiana Department of Transportation.

A summary of findings in an e-mail or brief memo format will be supplied to OWNER by WSP.

The summary of findings will be provided by WSP to the OWNER on or before January 26, 2022.

Attachment 2 – Hourly Rates

The OWNER shall compensate WSP for the performance of the services stated above, on an hourly classification rate basis, based on the actual number of hours worked by WSP for an estimated total amount of \$ 3,931.

Classification	Hourly Rate
Managing Director, Civil Engineer	\$277.21
Director, Civil Engineer	\$236.69
Senior Lead Consultant, Civil Engineer	\$198.87
Lead Consultant, Civil Engineer	\$166.48
Senior Consultant, Civil Engineer	\$135.19
Consultant, Civil Engineer	\$115.11
Associate Consultant, Civil Engineer	\$103.34
Assistant Consultant, Civil Engineer	\$90.40
Senior Consultant, Project Accounting	\$124.84
Senior Lead Technician	\$158.29
Lead Technical Engineering Support Specialist	\$140.42
Senior Intern	\$66.40

EXHIBIT B

STATUTORY REQUIREMENTS

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

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