



CITY OF WESTFIELD, IN
BoardofPublicWorks_Meeting_Agenda_05_24_2017

Wednesday, May 24, 2017 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, May 24, 2017 at 01:00 PM

MEETING PLACE: Westfield Public Works- Large Conference Room

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

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Action Item #1:

Minutes - April 26, 2017

Documents: [April 26 Minutes](#)

Bid Approval

Resolutions

Action Item 2:

Resolution of the Westfield Board of Public Works - Quitclaim Deeds

Documents: [Quitclaim Deeds](#)

Construction Standards & Specifications Changes

Change Orders

Contracts/Leases

Action Item #3:

2017 Road Striping Project

Documents: [2017 Striping Contract](#)

Action Item #4:

Wastewater Treatment Plant Lagoon Closure - Construction Contract

Documents: [WW Treatment Plant Contract Goods/Services](#)

Action Item #5:

Contract: Pierce Manufacturing & City of Westfield - Purchase of New Fire Truck

Documents: [Pierce Mfg. Contract](#) | [Invoice - Fire Truck](#)

Agreements and/or Memorandum of Understanding (MOU)

Action Item #6:

Harmony Roundabout - Liquidated Damages Agreement

Documents: [Construction and Liquidated Damages Agreement](#)

Action Item #7:

Shelby Materials - Development Agreement

Documents: [Shelby Gravel Development Agreement](#) | [Shelby Signing Authority](#) | [Exhibit A-Property Location Map](#) | [Exhibit B-Passing Blister Improvements](#)

Consent Agenda

Primrose Road Impact Fee Payment Installment Agreement

Documents: [Primrose Road Impact Fee Agreement](#)

May Bond Information

Documents: [May Bond Information](#)

Department Reports

Fire

Police

Documents: [WPD April Report](#)

Public Works

Documents: [DPW April Report](#)

Grand Park

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY April 26, 2017

The Westfield Board of Public Works and Safety met on April 26, 2017 at the Westfield Public Works Conference Room. Present were, Mayor Cook, Randy Graham, Kate Snedeker, Deputy Clerk Treasurer, Bev Rawlings, and Brian Zaiger, legal counsel.

Randy Graham called the meeting to order at 1:00 P.M.

AGENDA ITEMS:

Action Item #1: Meeting Minutes Consideration for Approval:

Mayor Cook made the motion to approve the March 22, 2017 meeting minutes as presented. Kate Snedeker seconded. Vote: Yes-3; No-0. Motion carried.

BID APPROVAL:

Action Item #2: Bid Approval: 2017 Resurfacing Project

Public Works Director, Jeremy Lollar presented the board with a bid of \$1,594,000 from Baumgartner & Company Asphalt Services for the 2017 Resurfacing Project. He asked for board approval to proceed with Baumgartner on the project. Kate also asked to see the Matrix for pricing of other vendors.

Motion to approve was made by Randy Graham. Mayor Cook seconded. Vote: Yes-3; No-0

Action Item #3: Quote Approval: 2017 Asphalt Rejuvenating Project

Jeremy Lollar explained that Rejuvtec has product that is an asphalt preservative sealant that extends the life of the asphalt. The bid came back at \$84,543. Jeremy asked for approval to continue with the project.

Kate Snedeker made the motion to approve the quote and was seconded by Mayor Cook. Vote: Yes-3; No-0

CONSTRUCTION STANDARDS & SPECIFICATIONS CHANGES:

None

RESOLUTIONS

Action Item #4: Resolution 17-119: 2017 Underground Facilities-C2

City Attorney, Brian Zaiger, explained to the board that the State of Indiana passed a Statute that would allow placement of small satellite dishes anywhere within jurisdictions regardless of zoning laws. He expressed the need to establish a resolution to require all additional facilities and utilities be placed underground.

Randy Graham made the motion to approve. Kate Snedeker seconded. Vote: Yes-3; No-0

CONTRACTS/LEASES:

Action Item #5: INDOT/LPA Updated Contract for Monon 7

Phil Sundling explained that INDOT has created an updated contract in order to complete this section of the Monon, from Monon Trail Elementary to 216th St.

Kate Snedeker made the motion approve the contract and was seconded by Mayor Cook.
Vote: Yes-3; No-0

Action Item #6: Monon Trail Phase 6 construction Engineering (Inspection) Supplemental No. 1

Phil Sundling also presented this item stating that DLZ is requesting a supplemental agreement totaling \$13,100 for inspection services due to an engineering delay in the project.

The motion to approve was made by Mayor Cook and was seconded by Randy Graham.
Vote: Yes-2; No-1 (Kate Snedeker)

Action Item #7: Grassy Branch Stream Restoration Phase II- Award Recommendation for Design-Build contract

Jeremy Lollar presented the board with proposals for Grassy Branch Stream Restoration Phase II project. He asked for signing authority for the execution of the design-build contract to Williams Creek in the amount of \$366,851.80.

Kate Snedeker made the motion to approve seconded by Mayor Cook. Vote: Yes-3; No-0

Action Item #8: Grand Junction Plaza-Demo Contract for Union Street Properties-Signing Authority and Quote from Renascent

Jeremy asked the board for signing authority for the contract with Renascent, Inc. in conjunction with the demolition of 5 residential properties along Union Street for the Grand Junction Plaza project.

Kate Snedeker made the motion to approve, seconded by Mayor Cook. Vote: Yes-3; No-0

AGREEMENTS AND/OR MEMORANDUM OF UNDERSTANDING (MOU):

Action Item #9: Community Development Block Grant FY17- Sleepy Hollow Sidewalk Improvements

Phil Sundling explained that Public Works wished to use the CDBG money to put sidewalks in the Sleepy Hollow Subdivision while they are improving drainage in this older neighborhood. He asked for board approval to apply for the funding.

Mayor Cook made the motion to approve. Kate Snedeker seconded. Vote: Yes-3; No-0. Motion carried.

CONSENT AGENDA:

186th & Spring Mill Round-A-Bout – Title Sheet Signature

Towne Road from 156th to 166th – Title Sheet Signature

April bond Information

Mayor Cook made the motion to approve the Consent Agenda as documented in the report. Kate Snedeker seconded. Vote: Yes-3; No-0. Motion carried.

DEPARTMENT REPORTS:

- **Fire** – Chief Reed
- **Police**- Chief Rush

Kate Snedeker had to leave the meeting early at 1:30 and the Mayor was called out as well soon after. The meeting was called short because of no quorum at 1:35 P.M.

Deputy Clerk-Treasurer

Board of Public Works and Safety

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

April 2017

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WESTFIELD POLICE DEPARTMENT

April 2017

Events by Nature

911 Hang Up	32
Abandoned Vehicle	16
Abuse / Neglect	1
Accident - Hit & Run	11
Accident - Other	0
Accident - Property Damage	51
Accident - Personal Injury	9
Accident - Unknown	11
Alarm - Other	3
Alarm - Burglar	154
Alarm - Hold Up	13
Animal Bite / Attack	3
Animal Complaint	39
Assist Fire	32
Assist Other Department	23
Assist Public	21
Battery	5
Burglary	3
Case Follow Up	79
Child Seat Inspection	0
Civil Dispute	24
Criminal Mischief	16
Death Investigation	2
Directed Patrol	1002
Disturbance	21
Driving Complaint	125
Drug Complaint	15
Fight	3
Found / Lost Property	15
Found Person	1
Fraud / Deception	14
Harassment	10
Intoxicated Person	4
Investigation	15
Juvenile Complaint	9

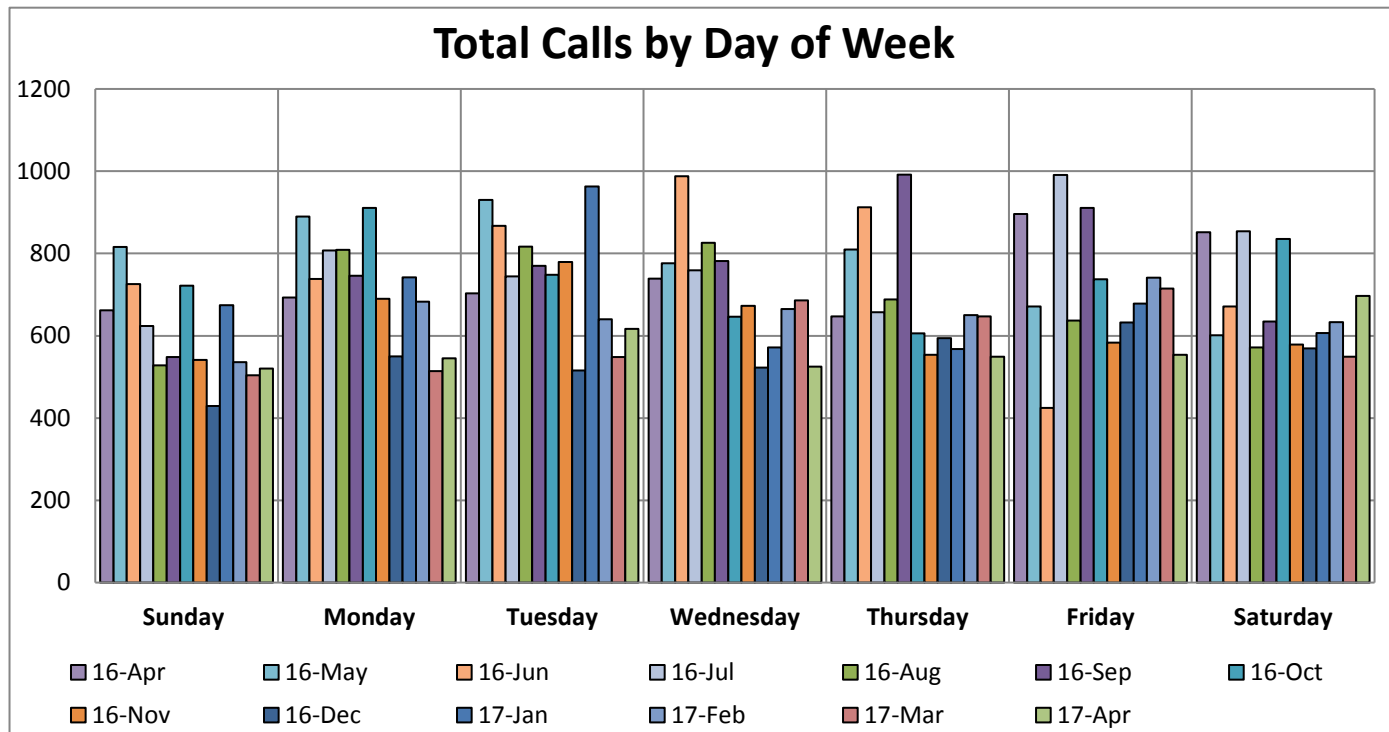
K9 Detail	1
Kidnapping	1
Lock Out	59
Loud Party	4
Mental Emotional - Violent	4
Mental Person	6
Miscellaneous	12
Missing Person	4
Nuisance	11
Ordinance Misc.	18
Parking Complaint	16
Physical Disturbance	19
Reckless Activity	0
Road Rage	9
Runaway	3
Security Check	809
Sex Offense	4
Special Detail	2
Suspicious Activity	96
Suspicious Package	1
Theft	27
Theft - From a Vehicle	5
Theft - of a Vehicle	11
Threat to Life	3
Threatening Suicide	5
Tow Release	1
Traffic Hazard	74
Transport	3
Trespassing	11
Traffic Stop	911
Unknown Call for Police	1
VIN Check	20
Wanted	1
Warrant Service	18
Weapons Complaint	1
Welfare Check	54
Total	4007

WESTFIELD POLICE DEPARTMENT

April 2017

Total # of Calls by Day of Week

DAY	16-Apr	16-May	16-Jun	16-Jul	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec	17-Jan	17-Feb	17-Mar	17-Apr
Sunday	662	816	726	624	528	548	722	541	429	674	536	504	520
Monday	693	890	738	807	809	746	911	690	550	742	683	514	545
Tuesday	703	930	867	744	817	770	748	779	516	963	640	548	617
Wednesday	739	776	988	759	826	782	646	673	523	572	665	686	525
Thursday	647	810	912	657	688	992	606	554	594	568	650	647	549
Friday	896	671	425	991	637	911	737	583	632	678	741	715	554
Saturday	852	601	671	854	572	635	835	579	569	607	633	549	697
TOTAL	5192	5494	5327	5436	4877	5384	5205	4399	3813	4804	4548	4163	4007



WESTFIELD POLICE DEPARTMENT

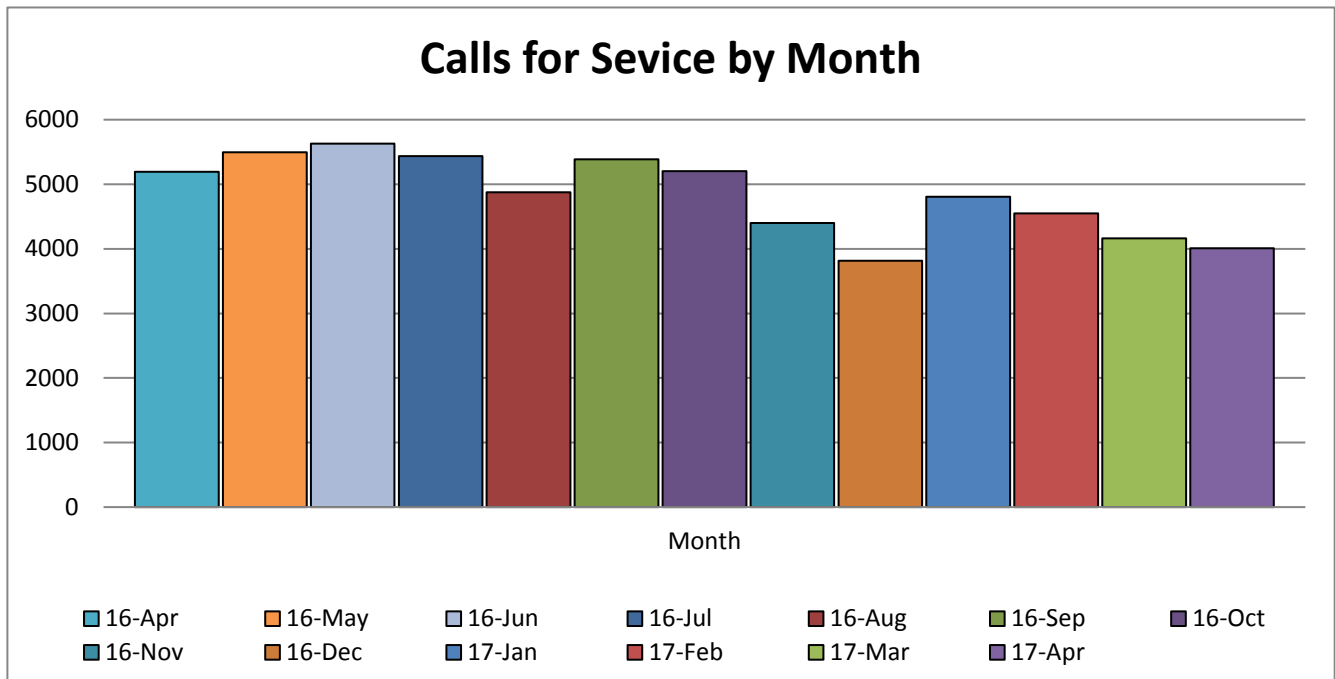
April 2017

Total # of Calls by Hour of Day

HOURL	16-Apr	16-May	16-Jun	16-Jul	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec	17-Jan	17-Feb	17-Mar	17-Apr
0	197	211	266	310	217	268	258	197	182	237	209	174	159
1	168	213	195	232	209	261	262	256	182	280	215	201	143
2	182	179	186	182	183	228	204	191	131	198	222	154	139
3	229	154	197	174	163	167	211	168	116	139	172	171	116
4	102	97	112	131	122	115	137	94	91	144	146	140	89
5	194	231	185	215	159	184	218	174	117	238	255	225	185
6	241	308	266	273	210	262	247	183	162	287	294	238	184
7	349	331	287	222	262	271	246	211	226	219	232	269	240
8	231	231	256	195	264	247	223	173	176	166	191	184	223
9	209	226	248	205	185	198	193	170	147	151	145	150	175
10	277	314	348	258	296	293	242	235	208	169	196	229	243
11	209	231	230	210	183	205	166	169	160	124	131	142	151
12	147	187	181	168	140	168	156	163	115	132	151	164	148
13	243	263	260	189	242	224	206	175	179	220	154	193	201
14	259	251	224	220	209	232	193	213	155	219	184	170	221
15	218	244	194	232	194	203	181	179	143	169	172	156	196
16	164	211	212	180	140	170	130	134	112	147	142	136	143
17	230	209	259	230	203	234	177	125	139	138	149	122	137
18	334	369	434	383	323	363	350	323	291	332	258	205	211
19	230	323	275	344	259	302	326	271	211	285	228	197	192
20	87	100	76	105	108	150	178	136	131	120	124	96	70
21	170	154	180	183	167	150	188	87	93	150	128	111	85
22	281	227	272	316	225	223	229	175	162	279	191	163	165
23	241	230	284	279	214	266	284	197	184	261	259	173	191
TOTAL	5192	5494	5627	5436	4877	5384	5205	4399	3813	4804	4548	4163	4007

WESTFIELD POLICE DEPARTMENT

April 2017



WESTFIELD POLICE DEPARTMENT

April 2017

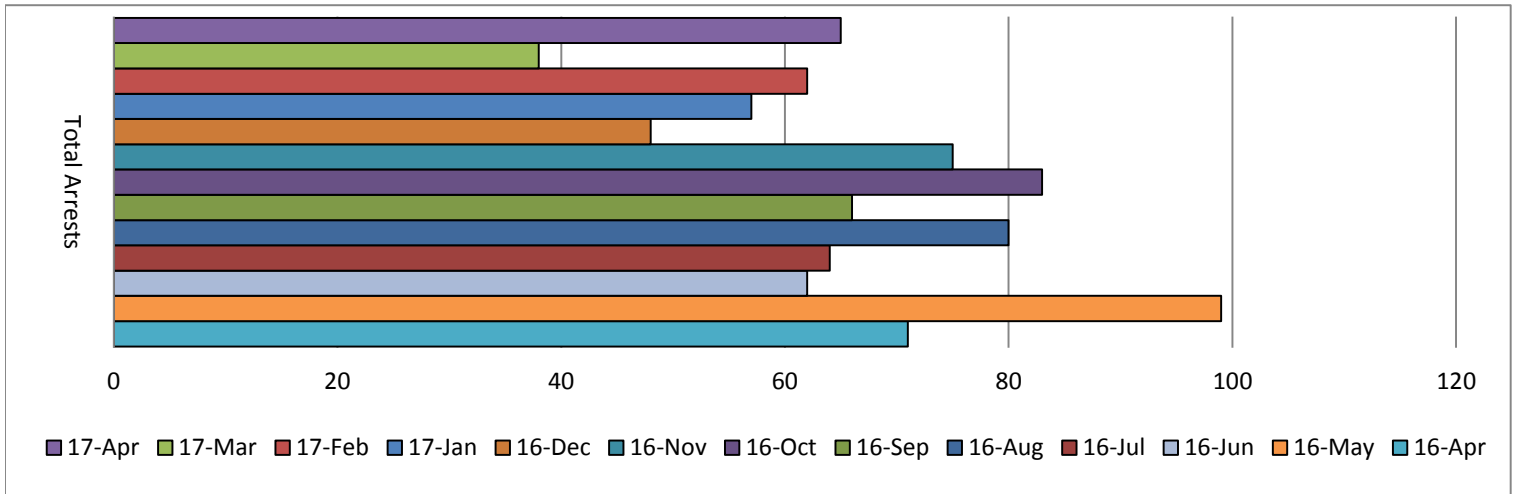
UCR OFFENSES

OFFENSE	16-Apr	16-May	16-Jun	16-Jul	16-Aug	16-Sep	16-Sep	16-Nov	16-Dec	17-Jan	17-Feb	17-Mar	17-Apr
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	1	0	0	0	0
Rape	0	1	0	0	0	0	1	0	0	0	0	0	0
Robbery	0	0	0	0	0	0	0	1	0	3	0	0	1
Battery - Aggravated	0	2	0	0	2	0	6	1	1	2	4	1	1
Battery - Simple	11	11	11	13	23	18	10	22	18	11	9	13	14
Burglary	1	2	2	1	5	3	0	1	1	7	2	4	0
Theft	32	44	37	44	30	25	31	36	18	33	25	27	18
Motor Vehicle Theft	2	1	2	1	1	3	1	1	1	2	0	2	3
TOTAL	46	61	52	59	61	49	49	62	40	58	40	47	37

WESTFIELD POLICE DEPARTMENT

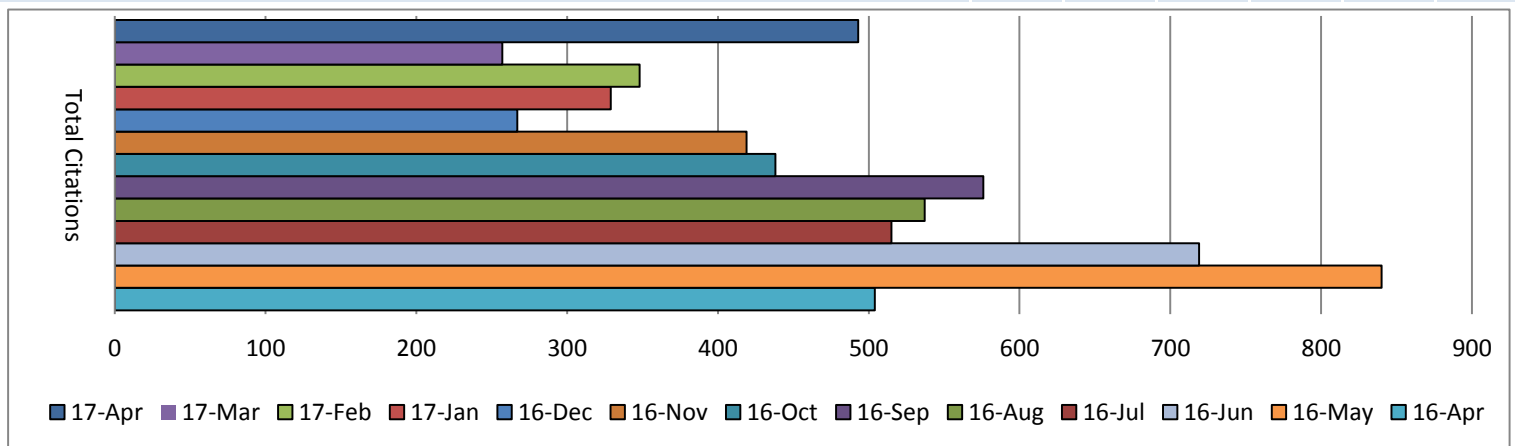
April 2017

Arrest Reports Taken	16-Apr	16-May	16-Jun	16-Jul	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec	17-Jan	17-Feb	17-Mar	17-Apr
Alcohol/ Drug Related	29	50	23	37	32	26	33	32	15	21	35	17	26
Felony Charges	8	27	17	18	17	9	20	27	20	24	21	17	23
Misdemeanor Charges	102	131	86	83	94	74	106	98	57	75	79	35	106
Total Arrests	71	99	62	64	80	66	83	75	48	57	62	38	65



Traffic	16-Apr	16-May	16-Jun	16-Jul	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec	17-Jan	17-Feb	17-Mar	17-Apr
Total Citations	504	840	719	515	537	576	438	419	267	329	348	257	493
Total Written Warnings	1094	1307	1366	1211	1205	1481	1112	932	867	947	1059	476	707
Total Traffic Accidents	44	46	60	45	63	66	65	59	94	74	50	47	56
Property Damage	36	39	51	39	50	56	54	50	77	65	41	41	7
Personal Injury	8	7	9	6	13	10	11	9	16	9	9	6	10
Fatality	0	0	0	0	0	0	0	0	1	0	0	0	0
Hit and Run*	6	8	8	6	4	4	8	5	13	9	11	6	6

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

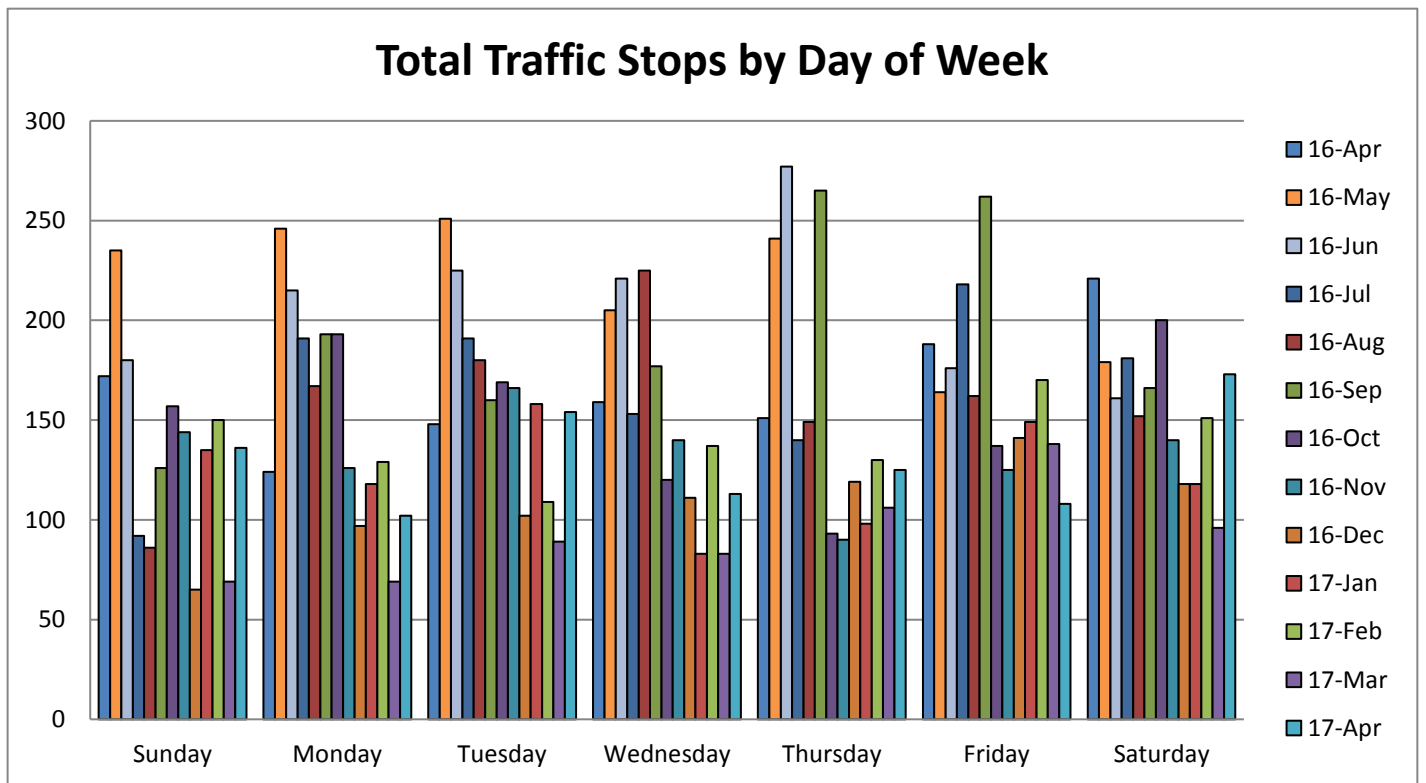


WESTFIELD POLICE DEPARTMENT

April 2017

Traffic Stops by Day of Week

Day:	16-Apr	16-May	16-Jun	16-Jul	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec	17-Jan	17-Feb	17-Mar	17-Apr
Sunday	172	235	180	92	86	126	157	144	65	135	150	69	136
Monday	124	246	215	191	167	193	193	126	97	118	129	69	102
Tuesday	148	251	225	191	180	160	169	166	102	158	109	89	154
Wednesday	159	205	221	153	225	177	120	140	111	83	137	83	113
Thursday	151	241	277	140	149	265	93	90	119	98	130	106	125
Friday	188	164	176	218	162	262	137	125	141	149	170	138	108
Saturday	221	179	161	181	152	166	200	140	118	118	151	96	173
TOTAL	1163	1521	1455	1166	1121	1349	1069	931	753	859	976	650	911



WESTFIELD POLICE DEPARTMENT

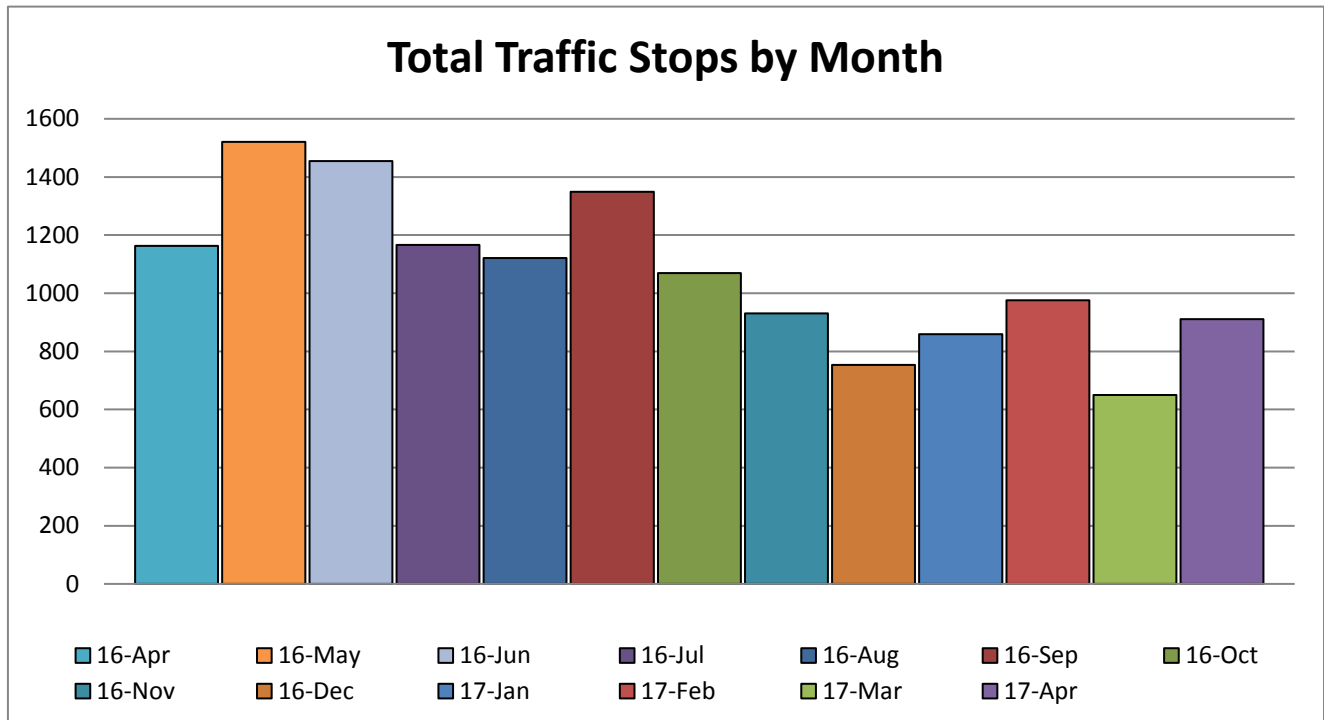
April 2017

Traffic Stops by Hour of the Day

Hour:	16-Apr	16-May	16-Jun	16-Jul	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec	17-Jan	17-Feb	17-Mar	17-Apr
0	37	47	70	61	47	70	57	54	43	42	40	32	46
1	25	40	34	41	38	40	39	49	23	24	35	17	29
2	20	15	19	17	11	21	23	27	11	15	18	12	14
3	12	9	2	6	10	16	19	20	1	9	15	9	10
4	11	20	11	6	8	9	20	11	3	7	6	5	10
5	10	18	22	7	5	17	11	12	2	9	6	5	3
6	22	44	39	47	23	28	22	11	11	19	17	7	22
7	86	103	69	60	77	47	50	48	31	49	59	34	59
8	59	84	90	28	62	80	56	32	45	44	62	47	52
9	70	78	75	76	52	63	48	50	35	41	55	30	50
10	93	120	140	116	97	114	79	68	64	48	80	64	91
11	54	79	82	73	56	56	53	40	31	26	50	34	53
12	33	63	51	39	30	41	31	42	33	31	53	38	58
13	84	96	77	47	68	55	67	43	44	70	48	50	65
14	101	109	71	67	63	72	45	63	46	66	44	38	54
15	54	88	65	60	60	74	44	38	32	40	34	18	48
16	39	67	58	32	26	44	31	16	20	27	22	14	22
17	49	61	55	39	35	48	23	13	12	19	22	12	24
18	86	126	130	96	98	101	61	70	69	64	61	27	34
19	60	102	93	63	54	96	67	58	59	47	47	37	42
20	19	17	6	8	28	49	37	27	31	23	27	9	11
21	45	30	41	29	42	47	50	13	17	28	44	18	9
22	53	55	81	76	71	71	63	58	40	74	60	48	40
23	41	50	74	72	60	90	73	68	50	37	71	45	65
TOTAL	1163	1521	1455	1166	1121	1349	1069	931	753	859	976	650	911

WESTFIELD POLICE DEPARTMENT

April 2017



**Westfield Police Department
Community Events
April 2017**

- 4-3** Police Department Tour for young boy that wants to be a police officer – Ofc. Wheeler
- 4-6** Police Department Tour for young boy that wants to see department and car – Ofc. Daniels
- 4-20** K-9 Demo for local 4-H Group – Kang
- 4-21** Breakfast and ride to school with officer – Ofc. Larrison
- 4-25** Police Department Tour 5th grade special needs D.A.R.E. class – Ofc. Martin

**Westfield Police Department
Monthly Training Summary
April 2017**

4/4-5 Defensive Tactics Instructor Recertification – Lt. Siara

4/6 Monthly K-9

4/10-14 IMPD Leadership Academy – Det. Marlow and Officer Larrison

4/13 Monthly ESU

4/17-20 Departmental Firearms/Night Fire

4/24-28 SWAT Team Leader Development – Officer Harrell

4/27 Officer Resiliency and Wellness – Officer Nichols

RESOLUTION OF THE
WESTFIELD BOARD OF PUBLIC WORKS

BE IT RESOLVED, by the Board of Public Works of the City of Westfield, Indiana, that Jeremy Lollar, Director of Public Works of the City of Westfield be, and hereby is, authorized to execute the three (3) Quitclaim Deeds, copies of which are attached hereto, and to deliver the same to Cook & Cook, Attorneys at Law, 955 Logan Street, Noblesville, Indiana, 46060.

Dated this 23rd day of March, 2017.

CITY OF WESTFIELD
BOARD OF PUBLIC WORKS

By: _____
Andy Cook

By: _____
Randy Graham

By: _____
Kate Snedecker

ATTEST:

Cindy Gossard, Clerk Treasurer

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that the City of Westfield, Indiana ("Grantor") CONVEYS, TRANSFERS, ASSIGNS, AND QUITCLAIMS to C. Stephen Roudebush, LLC, an Indiana limited liability company and Jeffory L. Roudebush, as joint tenants, for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, all right, title and interest in and to all that portion of the abandoned railroad easement conveyed to the City of Westfield by Quitclaim Deed dated September 23, 2008 and recorded October 9, 2008 in the Office of the Recorder of Hamilton County, Indiana as Instrument Number 2008051112 which is included in the real estate located in Hamilton County, Indiana, described more fully in Exhibit A.

This conveyance was authorized by Resolution adopted by City of Westfield Board of Public Works on March 23, 2017 in which Jeremy Lollar, Director of Public Works was authorized to execute the foregoing Quitclaim Deed on behalf of the City of Westfield.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed this _____ day of April, 2017.

CITY OF WESTFIELD

By: _____
Jeremy Lollar, Director of Public Works

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Jeremy Lollar, Director of Westfield Public Works, who acknowledged the execution of the foregoing Quitclaim Deed on behalf of the City of Westfield, Indiana, and who, having been duly sworn, stated that any representations therein contained are true this _____ day of April, 2017.

Notary Public - Signature

Brian J. Zaiger

Notary Public - Printed

My Commission Expires:

March 17, 2024

County of Residence:

Hamilton

This instrument was prepared by:

Stephen W. Cook and
COOK & COOK
Attorneys At Law
955 Logan Street
Noblesville, IN 46060

Brian J. Zeiger
Krieg DeVault LLP
12800 North Meridian Street
Suite 300
Carmel, Indiana 46032

Return to: Stephen W. Cook
COOK & COOK
Attorneys at Law
955 Logan Street
Noblesville, IN 46060

Send tax statements to: C. Stephen Roudebush, LLC
2911 East State Road 32
Westfield, IN 46074

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

Brian J. Zaiger

Exhibit A

Parcel Number: 08-10-06-00-00-005.001

Part of the Northeast Quarter of Section 6, Township 18 North, Range 4 East, Hamilton County, Indiana, and being more particularly described as follows:

Beginning at a point on the North line of said quarter section being North 90 degrees 00 minutes 00 seconds East (assumed bearing) 594.96 feet from the Northwest corner thereof, said point being South 90 degrees 00 minutes 00 seconds West 2063.13 feet from the Northeast corner thereof; thence continue North 90 degrees 00 minutes 00 seconds East along said North line, 611.13 feet; thence South 0 degrees 09 minutes 51 seconds West, parallel with the East line of said quarter section, 891.17 feet to the North right of way line of the White River, Noblesville and Westfield Railroad; thence South 89 degrees 41 minutes 29 seconds West along said right of way line, 567.47 feet to the centerline of an open legal drain; thence, the next 4 courses being along said centerline, North 15 degrees 06 minutes 19 seconds East 108.28 feet, North 23 degrees 26 minutes 00 seconds East 232.30 feet, North 10 degrees 26 minutes 08 seconds West 348.64 feet, North 21 degrees 21 minutes 20 seconds West 116.48 feet; thence, along said centerline and centerline extended, North 24 degrees 09 minutes 25 seconds West 137.20 feet to the point of beginning.

EXCEPT:

Parcel Number: 08-10-06-00-00-005.101

A tract of land located in the Northeast Quarter of Section 6, Township 18 North, Range 4 East of the Second Principal Meridian, Hamilton County, Indiana. Said tract being more particularly bound and described as follows, to-wit:

Assuming the North line of the Northeast Quarter of Section as being North 90 degrees 00 minutes 00 seconds East and all other bearings being relative thereto:

Commencing at the Northwest Corner of the Northeast Quarter of Section 6; thence running along the North line of said Quarter Section bearing North 90 degrees 00 minutes 00 seconds East 1090.09 feet, said point being 1568.00 feet North 90 degrees 00 minutes 00 seconds West of the Northeast Corner of said Quarter Section, to the POINT OF BEGINNING FOR THIS LEGAL DESCRIPTION; thence continuing to run along the North line of the Northeast Quarter bearing North 90 degrees 00 minutes 00 seconds East (center line of State Road #32) 116.00 feet to a point; thence running parallel with the East line of the Northeast Quarter bearing South 00 degrees 09 minutes 51 seconds West 430.00 feet to a point; thence running parallel with the North line of a 15 foot wide water

line easement bearing North 90 degrees 00 minutes 00 seconds West 307.00 feet to the center line of an open legal drain known as Cool Creek or Wheeler-Bean Drain and running along the drain center line for the next Five (5) courses:

- 1) thence North 40 degrees 00 minutes 00 seconds East 30.00 feet to a point;
- 2) thence North 28 degrees 00 minutes 00 seconds East 168.00 feet to a point;
- 3) thence North 22 degrees 00 minutes 00 seconds East 114.00 feet to a point;
- 4) thence North 20 degrees 00 minutes 00 seconds East 35.00 feet to a point;
- 5) thence North 18 degrees 08 minutes 51 seconds East 126.39 feet to the POINT OF BEGINNING. (Containing 1.95 acres, more or less)

ALSO:

Parcel Number: 08-10-06-00-00-056.001

That portion of the Railroad Right-of-Way located in Hamilton County, Section 6, Township 18 North, Range 4 East, designated as Parcel Number 08-10-06-00-00-056.001, for tax purposes.

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that the City of Westfield, Indiana ("Grantor") CONVEYS, TRANSFERS, ASSIGNS, AND QUITCLAIMS to BDL Properties, LLC, an Indiana limited liability company, for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, all right, title and interest in and to all that portion of the abandoned railroad easement conveyed to the City of Westfield by Quitclaim Deed dated September 23, 2008 and recorded October 9, 2008 in the Office of the Recorder of Hamilton County, Indiana as Instrument Number 2008051112 which is included in the following described real estate located in Hamilton County, Indiana, to-wit:

A part of the Northeast Quarter of Section 6, Township 18 North, Range 4 East, in Washington Township, Hamilton County, Indiana, and being more particularly described as follows:

Commencing at the Northeast corner of the said Quarter Section; thence on and along the North line thereof, South 89 degrees 14 minutes 43 seconds West (assumed bearing) 98.88 feet; thence continuing on and along said North line, South 89 degrees 17 minutes 59 seconds West 1020.20 feet to the point of beginning; thence parallel with the East line of the said Quarter, South 00 degrees 30 minutes 38 seconds East 919.39 feet to the centerline of the Central Indiana Railroad; thence on and along the centerline, South 88 degrees 59 minutes 37 seconds West 124.92 feet; thence parallel with the East line of the said Quarter, North 00 degrees 30 minutes 38 seconds West 920.05 feet to the North line of the said Quarter; thence on and along the said North line, North 89 degrees 17 minutes 59 seconds East 124.92 feet to the point of beginning.

This conveyance was authorized by Resolution adopted by City of Westfield Board of Public Works on March 23, 2017 in which Jeremy Lollar, Director of Public Works was authorized to execute the foregoing Quitclaim Deed on behalf of the City of Westfield.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed this _____ day of April, 2017.

CITY OF WESTFIELD

By: _____
Jeremy Lollar, Director of Public Works

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Jeremy Lollar, Director of Westfield Public Works, who acknowledged the execution of the foregoing Quitclaim Deed on behalf of the City of Westfield, Indiana, and who, having been duly sworn, stated that any representations therein contained are true this _____ day of April, 2017.

Notary Public - Signature

Brian J. Zaiger
Notary Public - Printed

My Commission Expires: March 17, 2024

County of Residence: Hamilton

This instrument was prepared by: Stephen W. Cook and Brian J. Zeiger
 COOK & COOK Krieg DeVault LLP
 Attorneys At Law 12800 North Meridian Street
 955 Logan Street Suite 300
 Noblesville, IN 46060 Carmel, Indiana 46032

Return to: Stephen W. Cook
 COOK & COOK
 Attorneys at Law
 955 Logan Street
 Noblesville, IN 46060

Send tax statements to: BDL Properties LLC
 2919 State Road 32 East
 Westfield, IN 46074

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

Brian J. Zaiger

QUITCLAIM DEED

THIS INDENTURE WITNESSETH, that the City of Westfield, Indiana ("Grantor") CONVEYS, TRANSFERS, ASSIGNS, AND QUITCLAIMS to C. Stephen Roudebush, LLC, an Indiana limited liability company, for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, all right, title and interest in and to all that portion of the abandoned railroad easement conveyed to the City of Westfield by Quitclaim Deed dated September 23, 2008 and recorded October 9, 2008 in the Office of the Recorder of Hamilton County, Indiana as Instrument Number 2008051112 which is included in the following described real estate located in Hamilton County, Indiana, to-wit:

A part of the Northeast Quarter of Section 6, Township 18 North, Range 4 East, in Washington Township, Hamilton County, Indiana, and being more particularly described as follows:

Commencing at the Northeast corner of the said Quarter Section; thence on and along the North line thereof, South 89 degrees 14 minutes 43 seconds West (assumed bearing) 98.88 feet; thence continuing on and along the said North line; South 89 degrees, 17 minutes 59 seconds West 1145.12 feet to the point of beginning; thence parallel with the East line of the said Quarter, South 00 degrees 30 minutes 38 seconds East 920.05 feet to the centerline of the Central Indiana Railroad; thence on and along the said centerline, South 88 degrees 59 minutes 37 seconds West 208.01 feet; thence parallel with the East line of the said Quarter, North 00 degrees 30 minutes 38 seconds West 921.17 feet to the North line of the said Quarter; thence on and along the said North line, North 89 degrees 17 minutes 59 seconds East 208.00 feet to the point of beginning, containing four (4) acres, more or less, and being subject to all legal easements and rights-of-way.

This conveyance was authorized by Resolution adopted by City of Westfield Board of Public Works on March 23, 2017 in which Jeremy Lollar, Director of Public Works was authorized to execute the foregoing Quitclaim Deed on behalf of the City of Westfield.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed this _____ day of April, 2017.

CITY OF WESTFIELD

By:

Jeremy Lollar, Director of Public Works

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Jeremy Lollar, Director of Westfield Public Works, who acknowledged the execution of the foregoing Quitclaim Deed on behalf of the City of Westfield, Indiana, and who, having been duly sworn, stated that any representations therein contained are true this _____ day of April, 2017.

Notary Public - Signature

Brian J. Zaiger
Notary Public - Printed

My Commission Expires: March 17, 2024

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This instrument was prepared by: Stephen W. Cook and Brian J. Zeiger
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 955 Logan Street Suite 300
 Noblesville, IN 46060 Carmel, Indiana 46032

Return to: Stephen W. Cook
 COOK & COOK
 Attorneys at Law
 955 Logan Street
 Noblesville, IN 46060

Send tax statements to: C. Stephen Roudebush, LLC
 2911 East State Road 32
 Westfield, IN 46074

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

Brian J. Zaiger

CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services (“Vendor Contract”) is made and entered into as of the 24th day of May 2017, by and between City of Westfield (“Contracting Party”) and Indiana Traffic 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: (See Exhibit B attached hereto and made a part hereof).
 - (b) Location: Various locations throughout Westfield, Indiana 46074 (the “City Property”)
 - (c) Date by which the Services shall be completed: To start June 1st, 2017 and complete by September 1st, 2017 (the “Completion Date”).
 - (d) Purchase Price: One Hundred Eight Thousand Eight Hundred Eighty Nine Dollars and 30/100, \$108,889.30 (see Proposal dated 5.11.17 - Exhibit B).
 - (e) Liquidated Damages shall be assessed at \$250.00 per day for each day work is not complete after the specified completion dates.
 - (f) The Contracting Party provides two payment options to vendors for payment of approved invoiced amounts. They are as follows:
 - a. Option #1: Traditional – Invoices shall be payable within forty-five (45) days following Contracting Party’s receipt and approval of an invoice at the address specified below.
 - b. Option #2: Preferred – Invoices are payable within 7 days following Contracting Party’s receipt and approval of an invoice at the address specified below if vendor accepts MasterCard.
 - (g) The Contract Documents include:
 - a. This Goods and Services agreement
 - b. “Contract and Specifications for 2017 Pavement Striping Project” dated April 28, 2017 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: Dustin Shoe
2706 East 171st Street
Westfield, Indiana 46074

dshoe@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:

Indiana Traffic Services, LLC
3867 North Commercial Parkway
Greenfield, IN 46140

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

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

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

CONTRACT TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

10. **REQUIRED INSURANCE AND INDEMNIFICATION:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED this 24th day of May, 2017.

Contracting Party:

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

Vendor:

Indiana Traffic Services, LLC
3867 North Commercial Parkway
Greenfield, IN 46140

Signature

Printed Name

Title

Date

Signature

Printed Name

Title

Date

EXHIBIT A

Project Rules

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

SITE ACCESS

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

LIMITED CITY OCUPANCY (If Applicable)

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

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

MATERIAL MANAGEMENT PLAN

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

CLEAN UP

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

WORK HOURS

- ❑ It is the expectation of City that ALL Contractors and subcontractors limit work to normal business working hours, Monday through Friday, unless otherwise required or approved in advance by City.
- ❑ The Work of this Project shall be accomplished during normal working hours and days. Contractors planning to work on weekends or observed holidays must schedule with the authorized Owner agent, no later than 48 hours prior to the anticipated work day.
- ❑ Normal working hours and days are defined as:
 - Mondays through Fridays, 7:00 a.m. to 6:00 p.m. (typical)
 - Weekends (Saturday and Sunday), as scheduled and approved in advance by the City.
 - No work shall be performed on days of normal observance of the following holidays:
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day and the Friday following
 - Christmas Day

- ❑ Requests for work on non-normal work days or outside the defined normal working hours of this project, does not constitute an approval of said request and may need to be rescheduled to provide adequate security and supervision as required by Contract.
- ❑ No use of power actuated tools or hammer drills is permitted at an occupied City building or adjacent to private residence and/or business between the hours of 7:00 AM and 5:00 PM, or as directed by City officials

PUBLIC ACCESS AND SAFETY

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

SITE DECORUM

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

- ❑ No alcoholic beverages, illegal drugs, controlled substances or firearms of any kind are permitted on the construction site. Any persons found on the site with such in their possession will be escorted from the premises and not permitted to return.
- ❑ Fighting and horseplay on the project site are absolutely forbidden. Participants in fights will be escorted from the premises and not permitted to return.

PARKING

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

UTILITY COORDINATION

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

USE OF ROADWAYS AND PATHS

- ❑ Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- ❑ Use of the City Park paths or perimeter trails, including those at Grand Park, is discouraged but we understand that in many cases cannot be avoided. Please coordinate in advance any vehicle or equipment size and weight with the City prior to mobilizing on site.
- ❑ Where materials are transported in the performance of this Work, do not load vehicles beyond the capacity recommended by the manufacturer of the vehicles or prescribed by any applicable state or local law or regulation.

- ❑ Provide protection against damage whenever it is necessary to cross existing paths, sidewalks, curbs, and gutters on the City project. Repair and make good at the expense of Contractor all damages thereto, including damage to existing utilities and paving, arising from the operations under the Contract.
- ❑ Access onto any athletic field at Sports Campus at Grand Park or onto any City owned property with irrigation installed is strongly discouraged. Contractor shall protect all playing surfaces and site utilities that could be compromised by the construction activities of the Contractor.
- ❑ Truck staging is not allowed on any City street surrounding the Project.
- ❑ Promptly clean all public right-of-ways should dirt or other debris from site be deposited on roads and streets by the Contractor or vehicles used to deliver or conduct the scope of this agreement.
- ❑ It is the responsibility of ALL Contractors to provide flag person(s) at pedestrian crossings of construction equipment at right of ways or pedestrian paths one hundred percent of the time such equipment is operating.

TRAFFIC CONTROL

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

CRANES & HOISTING

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

TEMPORARY SHORING AND BRACING

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

TEMPORARY BARRICADES

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

CONSTRUCTION SIGNAGE

- ❑ Advertising Signage: The use of Contractor/subcontractor advertising signage is strictly prohibited.
- ❑ No ground-mounted signage is allowed on the project site without the expressed written consent of the City.

- ❑ Signage is authorized on construction trailers and corporate-owned equipment and vehicles. Such signage cannot exceed 6' by 4' (24 square feet) in size. Trailers in violation shall be removed from the site by the Contractor and the Contractor shall have the site storage privileges revoked
- ❑ Signage to be fabricated from new materials and constructed from materials able to withstand construction use/abuse and exposure based upon its proposed installation location for its intended use.
- ❑ Project Specific Signage:
 - ALL signage shall be as approved by the City and the authority having jurisdiction.
 - All employee personnel informational signage shall be bilingual (English and Spanish) as requested by the City.
 - All project specific signage shall include the City logo and project name incorporated into the design of each sign for the project.

TEMPORARY FACILITIES

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

RUBBER TIRED EQUIPMENT

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

REMOVAL OF TEMPORARY FACILITIES

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

VIOLATIONS

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

GENERAL SAFETY PRECAUTIONS

- ❑ Safe working practices shall be observed at **all times**. The safety of your employees, the buildings and the work site is considered to be paramount. All work shall be conducted and completed by the guidelines set forth by the Federal, Local and State Authorities.
- ❑ The City of Westfield is a "Safe City". Any worker or person on a jobsite shall have 100% protection as defined by OSHA for the hazards that they may be exposed. This includes but is not limited to 100% eye protection, hard hat and hi-visibility vest at all times when on-site.
- ❑ Proper gloves are to be used to limit abrasions and cuts. Hearing protection shall be accessible to employees and used whenever exposed to noises that require such protective devices.

- ❑ Fall protection shall be worn, observed or employed when working at a height greater than 6' unless approved in writing by the City and OSHA/IOSHA. This fall protection directive is to be used at all times and includes activities utilizing articulating boom lifts, scissors lifts, ladders, scaffolding and any other activity where workers are exposed to a fall and shall 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 5.11.17



Indiana Traffic Services, LLC

3867 North Commercial Parkway
Greenfield, Indiana 46140

Office Number: 317-891-8065
Fax Number: 317-891-8248

Certified DBE: State of Indiana

QUOTE

Certified WBE: City of Indianapolis

Date: 5/12/2017

Submitted by: Larry Hodson

Contract: WESTFIELD 2017 STRIPING PROJECT

e-mail: LarryH@Indianatraficservices.com

Location: VARIOUS

Cell Number: 317-696-8603

County: HAMILTON

Office Number: 317-891-8065

Item Number	Item Description	Estimated Quantities	Unit of Measure	Unit Cost	Extended Amount
1	MOBILIZATION AND DEMOBILIZATION	1.00	LS	\$ 3,000.00	\$ 3,000.00
2	MAINTAINING TRAFFIC	1.00	LS	\$ 1,000.00	\$ 1,000.00
3	LINE PAINT SOLID YELLOW 4 IN	527,078.00	LF	\$ 0.07	\$ 36,895.46
4	LINE PAINT BROKEN YELLOW 4 IN	7,539.00	LF	\$ 0.07	\$ 527.73
5	LINE PAINT SOLID WHITE 4 IN	544,486.00	LF	\$ 0.07	\$ 38,114.02
6	LINE PAINT BROKEN WHITE 4 IN	2,207.00	LF	\$ 0.07	\$ 154.49
7	LINE PAINT SOLID WHITE 6 IN	5,305.00	LF	\$ 0.12	\$ 636.60
8	TM PAINT CROSSWALK 6 IN LINE	1,836.00	LF	\$ 1.00	\$ 1,836.00
9	LINE THERMO SOLID YELLOW 4 IN	2,162.00	LF	\$ 1.50	\$ 3,243.00
10	LINE THERMO SOLID WHITE 4 IN	100.00	LF	\$ 1.50	\$ 150.00
11	PMM THERMO LANE INDICATION ARROW	80.00	EA	\$ 65.00	\$ 5,200.00
12	PMM THERMO ONLY	22.00	EA	\$ 85.00	\$ 1,870.00
13	TM THERMO CROSSWALK WHITE 24 IN	1,254.00	LF	\$ 5.50	\$ 6,897.00
14	TM THERMO STOP LINE WHITE 24 IN	1,039.00	LF	\$ 5.50	\$ 5,714.50
15	PMM THERMO PED-XING	4.00	EA	\$ 300.00	\$ 1,200.00
16	PMM THERMO SHARK TEETH	28.00	LF	\$ 10.00	\$ 280.00
17	LINE THERMO BROKEN WHITE 6 IN	73.00	LF	\$ 2.50	\$ 182.50
18	LINE THERMO BROKEN WHITE 12 IN	242.00	LF	\$ 4.00	\$ 968.00
19	PMM PAINT BIKE SYMBOL	17.00	EA	\$ 60.00	\$ 1,020.00
Total Quote					\$ 108,889.30

A. QUOTE IS FOR A 9/1/17 COMPLETION DATE.

We are an Equal Opportunity Employer

Accepted By: _____

Date Accepted: _____

Accepted For: _____

Quote Amount in words for 2017 Pavement Striping Project:

ONE HUNDRED EIGHT THOUSAND
EIGHT HUNDRED EIGHTY-NINE Dollars and 30 /100

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

It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of 60 days from the date of receiving proposals by the City of Westfield, Indiana.

Respectfully submitted,

INDIANA TRAFFIC SERVICES

Contractor

(Individual ☐) (Partnership ☐)

or (Corporation ☒)

By LARRY L. HODSON

Title ESTIMATOR

3867 N. COMMERCIAL PARKWAY

Address GREENFIELD, IN. 46140

Dated:

MAY 11TH, 20 17

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

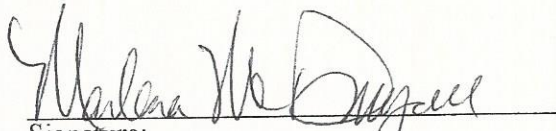
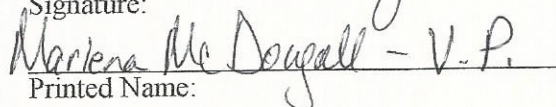
Re: Project – 2017 Pavement Striping Project

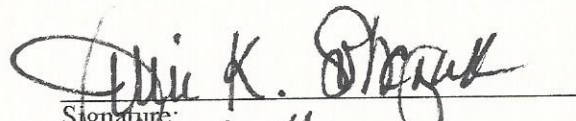
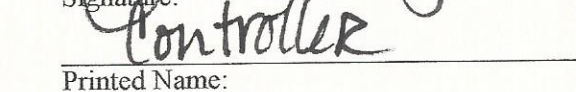
WHEREAS, the City of Westfield, Hamilton County, Indiana, hereinafter referred to as the “City” is in the process of construction work on the 2017 Pavement Striping project, hereinafter referred to as the “Project”;

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

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

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


Signature:

Printed Name:


Signature:

Printed Name:

STATE OF INDIANA:

COUNTY OF HANCOCK

SS:

Larry Hodson
Before me the undersigned, a Notary Public in and for said State and County, personally appeared of INDIANA TRAFFIC SERVICES 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 11 day of May, 2017

Julie Kay Sobczak
Signature

Julie Kay SOBczak
Printed Name

My Commission expires 12 MARCH 2023

I am a resident of HAMILTON 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



INDIANA TRAFFIC SERVICES, LLC

3867 North Commercial Parkway - Greenfield, IN 46140

Office 317-891-8065

Fax: 317-891-8248

E-VERIFY CERTIFICATION AND ACKNOWLEDGEMENT

(Indiana)

A. **CERTIFICATION:** Pursuant to the requirements of Indiana Code section 22-5-1.7 ("Statute"), the undersigned subcontractor ("SUBCONTRACTOR"), who is or will be performing services under a public contract for services on behalf of ("CONTRACTOR"), does hereby certify to CONTRACTOR that as of the date below:

1. SUBCONTRACTOR does not knowingly employ or contract with an unauthorized alien; and
2. SUBCONTRACTOR has enrolled in and is participating in the federal E-Verify program as defined in Indiana Code Section 22-5-1.7-3

B. **ACKNOWLEDGEMENT:** Further, SUBCONTRACTOR acknowledges that under the Statute:

1. SUBCONTRACTOR is not required to participate should the E-Verify program cease to exist.
2. SUBCONTRACTOR is not required to participate if the SUBCONTRACTOR is self-employed and does not employ any employees.
3. SUBCONTRACTOR shall not retain an employee or contract with a person that the SUBCONTRACTOR learns is an unauthorized alien.
4. SUBCONTRACTOR shall require its subcontractors, who perform services under any public contracts for services on behalf of CONTRACTOR, to certify to the SUBCONTRACTOR that the SUB-SUBCONTRACTOR does not knowingly employ or contract with an unauthorized alien and that the SUB-SUBCONTRACTOR has enrolled and is participating in the E-Verify program. The SUBCONTRACTOR agrees to maintain this certification throughout the duration of the term of a contract with a SUB-SUBCONTRACTOR.
5. CONTRACTOR may terminate any subcontract with SUBCONTRACTOR to which this E-Verify Certification and Acknowledgement applies if the CONTRACT determines the SUBCONTRACTOR is in violation of the Statute.

IN WITNESS WHEREOF, this E-Verify Certification and Acknowledgement is hereby executed on behalf of the SUBCONTRACTOR by its authorized representative on the date set forth below.

Date: May 11th 2017

SUBCONTRACTOR:

Indiana Traffic Services, LLC
(Name of Subcontractor)

By: Marlena McDougall

Name: Marlena McDougall

Title: Vice-President

LET US KEEP YOU SAFE!



Employment Eligibility Verification



Document

Document ID: 1000000000

Page 1 of 1

Document ID: 1000000000

Page 1 of 1

Document ID: 1000000000

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[Share Ideas](#)

[Contact Us](#)

Company Name:

Indiana Traffic Services, LLC

[View / Edit](#)

Company ID Number:

457245

Doing Business As (DBA)
Name:

DUNS Number:

Physical Location:

Address 1:

3257 N Commercial
Parkway

Address 2:

City:

Greenfield

State:

IN

Zip Code:

46140

County:

MARION

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number: 275385513

Total Number of Employees: 20 to 99

Parent Organization:

Administrator:

Organization Designation:

Employer Category:

None of these categories apply

NAICS Code:

237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION

[View / Edit](#)

Total Hiring Sites:

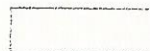
1

[View / Edit](#)

Total Points of Contact:

2

[View / Edit](#)



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:	2017 Striping
Westfield Project Number:	1710012
Westfield Project Manager:	Dustin Shoe
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!

CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services (“Vendor Contract”) is made and entered into as of the 24th day of May 2017, by and between City of Westfield (“Contracting Party”) and Merrell Bros., 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: 2706 E. 171st Street, Westfield, Indiana 46074 (the “City Property”)
- (c) Date by which the Services shall be completed: To start May 25th, 2017 and complete by May 11th, 2018 (the “Completion Date”).
- (d) Purchase Price: One Million, Four-Hundred Twenty-Eight Thousand, Four-Hundred Eight-Nine Dollars and 47/100 (\$1,428,489.47) (see Proposal dated May 8th, 2017 - Exhibit B).

The purchase price includes the following alternates:

N/A

- (e) The Contracting Party provides two payment options to vendors for payment of approved invoiced amounts. They are as follows:
 - a. Option #1: Traditional – Invoices shall be payable within forty-five (45) days following Contracting Party’s receipt and approval of an invoice at the address specified below.
 - b. Option #2: Preferred – Invoices are payable within 7 days following Contracting Party’s receipt and approval of an invoice at the address specified below if vendor accepts MasterCard.
- (f) The Contract Documents include:
 - a. This Goods and Services agreement
 - b. “Contract and Specifications for WWTP Lagoon Closure” dated February 28, 2017 inclusive of all sections and appendixes.
 - c. Addendum #1 Dated April 7, 2017
 - d. Addendum #2 Dated May 1, 2017
 - e. Addendum #3 Dated May 3, 2017

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

(g) Addresses:

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

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

jlollar@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:

Merrell Bros., Inc.
8811 W 500 N
Kokomo, IN 46901

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

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

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

- (e) Without limiting anything set forth in this paragraph 10, the following additional insurance coverage limits are required for the professional engineering services specifically required by the scope of the contracted goods and services: \$1,000,000 per claim and \$1,000,000 general aggregate professional liability, with retroactive coverage to the earlier of date of execution of Contract and commencement of any work and coverage for a minimum period of two (2) years after professional services completion.
- (f) If Vendor fails to maintain the insurance as set forth herein, Contracting Party may terminate this Contract immediately or, at the option of Contracting Party, Contracting Party may obtain insurance on the Vendor's behalf and offset the cost of insurance related to the contracted services against any payments due Vendor.

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

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

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

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

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

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

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

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

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

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

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

22. **TERMINATION:** Contracting Party may terminate this Contract (a) immediately, in the event of a Default by Vendor, or (b) at any time without cause upon seven (7) days' prior written notice to Vendor. In the event of such termination, Vendor shall be entitled to receive only

payment for conforming goods delivered as of the date of termination and compensation for goods and services which have been accrued pro rata as of the date of termination, after deduction of all of Contracting Party's costs and expenses, including, without limitation, attorneys' fees, incurred in connection with any Default by Vendor.

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

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

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

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

EXECUTED this _____ day of May 2017.

Contracting Party:

City of Westfield
2706 East 171st Street
Westfield, Indiana 46074

Vendor:

Merrell Bros., Inc.
8811 W 500 N
Kokomo, IN 46901

Signature Date

J. Andrew Cook, Member

Signature Date

Kate Snedeker, Member

Signature Date

Randell Graham, Member

Signature

Printed Name

Title

Date

EXHIBIT A

Project Rules

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

SITE ACCESS

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

LIMITED CITY OCUPANCY (If Applicable)

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

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

MATERIAL MANAGEMENT PLAN

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

CLEAN UP

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

WORK HOURS

- ❑ It is the expectation of City that ALL Contractors and subcontractors limit work to normal business working hours, Monday through Friday, unless otherwise required or approved in advance by City.
- ❑ The Work of this Project shall be accomplished during normal working hours and days. Contractors planning to work on weekends or observed holidays must schedule with the authorized Owner agent, no later than 48 hours prior to the anticipated work day.
- ❑ Normal working hours and days are defined as:
 - Mondays through Fridays, 7:00 a.m. to 6:00 p.m. (typical)
 - Weekends (Saturday and Sunday), as scheduled and approved in advance by the City.
 - No work shall be performed on days of normal observance of the following holidays:
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day and the Friday following
 - Christmas Day

- ❑ Requests for work on non-normal work days or outside the defined normal working hours of this project, does not constitute an approval of said request and may need to be rescheduled to provide adequate security and supervision as required by Contract.
- ❑ No use of power actuated tools or hammer drills is permitted at an occupied City building or adjacent to private residence and/or business between the hours of 7:00 AM and 5:00 PM, or as directed by City officials

PUBLIC ACCESS AND SAFETY

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

SITE DECORUM

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

- ❑ No alcoholic beverages, illegal drugs, controlled substances or firearms of any kind are permitted on the construction site. Any persons found on the site with such in their possession will be escorted from the premises and not permitted to return.
- ❑ Fighting and horseplay on the project site are absolutely forbidden. Participants in fights will be escorted from the premises and not permitted to return.

PARKING

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

UTILITY COORDINATION

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

USE OF ROADWAYS AND PATHS

- ❑ Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- ❑ Use of the City Park paths or perimeter trails, including those at Grand Park, is discouraged but we understand that in many cases cannot be avoided. Please coordinate in advance any vehicle or equipment size and weight with the City prior to mobilizing on site.
- ❑ Where materials are transported in the performance of this Work, do not load vehicles beyond the capacity recommended by the manufacturer of the vehicles or prescribed by any applicable state or local law or regulation.

- ❑ Provide protection against damage whenever it is necessary to cross existing paths, sidewalks, curbs, and gutters on the City project. Repair and make good at the expense of Contractor all damages thereto, including damage to existing utilities and paving, arising from the operations under the Contract.
- ❑ Access onto any athletic field at Sports Campus at Grand Park or onto any City owned property with irrigation installed is strongly discouraged. Contractor shall protect all playing surfaces and site utilities that could be compromised by the construction activities of the Contractor.
- ❑ Truck staging is not allowed on any City street surrounding the Project.
- ❑ Promptly clean all public right-of-ways should dirt or other debris from site be deposited on roads and streets by the Contractor or vehicles used to deliver or conduct the scope of this agreement.
- ❑ It is the responsibility of ALL Contractors to provide flag person(s) at pedestrian crossings of construction equipment at right of ways or pedestrian paths one hundred percent of the time such equipment is operating.

TRAFFIC CONTROL

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

CRANES & HOISTING

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

TEMPORARY SHORING AND BRACING

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

TEMPORARY BARRICADES

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

CONSTRUCTION SIGNAGE

- ❑ Advertising Signage: The use of Contractor/subcontractor advertising signage is strictly prohibited.
- ❑ No ground-mounted signage is allowed on the project site without the expressed written consent of the City.

- ❑ Signage is authorized on construction trailers and corporate-owned equipment and vehicles. Such signage cannot exceed 6' by 4' (24 square feet) in size. Trailers in violation shall be removed from the site by the Contractor and the Contractor shall have the site storage privileges revoked
- ❑ Signage to be fabricated from new materials and constructed from materials able to withstand construction use/abuse and exposure based upon its proposed installation location for its intended use.
- ❑ Project Specific Signage:
 - ALL signage shall be as approved by the City and the authority having jurisdiction.
 - All employee personnel informational signage shall be bilingual (English and Spanish) as requested by the City.
 - All project specific signage shall include the City logo and project name incorporated into the design of each sign for the project.

TEMPORARY FACILITIES

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

RUBBER TIRED EQUIPMENT

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

REMOVAL OF TEMPORARY FACILITIES

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

VIOLATIONS

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

GENERAL SAFETY PRECAUTIONS

- ❑ Safe working practices shall be observed at all times. The safety of your employees, the buildings and the work site is considered to be paramount. All work shall be conducted and completed by the guidelines set forth by the Federal, Local and State Authorities.
- ❑ The City of Westfield is a "Safe City". Any worker or person on a jobsite shall have 100% protection as defined by OSHA for the hazards that they may be exposed. This includes but is not limited to 100% eye protection, hard hat and hi-visibility vest at all times when on-site.
- ❑ Proper gloves are to be used to limit abrasions and cuts. Hearing protection shall be accessible to employees and used whenever exposed to noises that require such protective devices.

- ❑ Fall protection shall be worn, observed or employed when working at a height greater than 6' unless approved in writing by the City and OSHA/IOSHA. This fall protection directive is to be used at all times and includes activities utilizing articulating boom lifts, scissors lifts, ladders, scaffolding and any other activity where workers are exposed to a fall and shall 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 May 8, 2017

SECTION 3: SUPPLEMENTAL PROPOSAL FORM

SUPPLEMENTAL PROPOSAL FORM

CITY OF WESTFIELD, INDIANA

Wastewater Treatment Plant Lagoon Closure

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

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

The Project generally includes the closure of two (2) abandoned lagoons (East and West), located at 2728 East 171st Street, Westfield, Indiana. The East Lagoon is approximately 9.61 acres, the West Lagoon is approximately 8 acres, and both lagoons have a 0.15 MGD capacity. The Lagoons were retired from service in April 2016 and have not previously been cleaned out. The lagoons will be closed in accordance with the City of Westfield Lagoon Closure Plan, dated August 2016. The general phases for closure will be:

- Dewatering
- Biosolids Removal and Disposal
- Liquid Sludge Removal and Disposal
- Clay Liner Removal and Disposal
- Site Restoration

The project will be awarded to the lowest and most responsible bidder based on the combined total base bid.

The undersigned proposes to furnish all work for the construction of the City of Westfield Wastewater Treatment Plant Lagoon Closures Project, including all labor, materials, supplies, equipment and all appurtenances necessary to complete the work as per the Lagoon Closure Plan for line item prices outlined in the Base Bid Itemized Proposal table below.

Schedule

The undersigned agrees to be complete with the base bid work 350 calendar days after the Notice to Proceed has been issued, currently anticipated to be by May 25, 2018. If work is not completed by the specified dates above, liquidated damages will be assessed at \$1,000.00 per day.

Bidder acknowledges the schedule of this contract (initial):

J.M.

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

ID	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	MOBILIZATION AND DEMOBILIZATION	LS	NA	\$ 10,210.00	\$ 10,210.00
2	DEWATERING (EAST LAGOON)	GAL	18,787,306	\$ 0.0005	\$ 9,393.65
3	DEWATERING (WEST LAGOON)	GAL	15,639,782	\$ 0.0005	\$ 7,819.89
4	BIOSOLIDS REMOVAL/DISPOSAL (EAST LAGOON)	DRY TON	1,368	\$ 378.00	\$ 517,104.00
5	BIOSOLIDS REMOVAL/DISPOSAL (WEST LAGOON)	DRY TON	1,138	\$ 378.00	\$ 430,164.00
6	LIQUID SLUDGE REMOVAL/DISPOSAL (EAST LAGOON)	GAL	469,682	\$ 0.2970	\$ 139,495.55
7	LIQUID SLUDGE REMOVAL/DISPOSAL (WEST LAGOON)	GAL	390,994.56	\$ 0.2970	\$ 116,125.38
8	CLAY LINER REMOVAL/DISPOSAL (EAST LAGOON)	TON	2,170	\$ 49.50	\$ 107,415.00
9	CLAY LINER REMOVAL/DISPOSAL (WEST LAGOON)	TON	1,806	\$ 49.50	\$ 89,397.00
10	SITE RESTORATION	LS	NA	\$ 1,365.00	\$ 1,365.00
Total					\$ 1,428,489.47

Base Bid Amount in words for City of Westfield WWTP Lagoon Closure Project:

ONE MILLION, FOUR HUNDRED TWENTY EIGHT THOUSAND, FOUR HUNDRED EIGHTY NINE Dollars and FORTY SEVEN /100

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

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

FIVE PERCENT OF PROPOSED BID AMOUNT Dollars (\$ 5% OF PROPOSAL),

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

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

Addendums

The undersigned has received and thoroughly reviewed the bidding documents for the above-mentioned project. The undersigned has also received and reviewed the following addendums and included their provisions within this proposal.

Addenda No.: 1
Date Issued: April 7, 2017

Addenda No.: 2
Date Issued: May 1, 2017

Addenda No.: 3
Date Issued: May 3, 2017

Addenda No.: _____
Date Issued: _____

Receipt of Addenda No. 3, 2, 1 is hereby acknowledged.

Respectfully submitted,

MERRELL BROS., INC.

Contractor

(Individual ☐) (Partnership ☐)
or (Corporation ☒)

By

Terry Merrell

TERRY MERRELL

Title

CHIEF FINANCIAL OFFICER

Dated:

Address 8811 WEST 500 NORTH

MAY 8, 20 17

KOKOMO, IN 46901

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

LIST OF SUPPLIERS / SUBCONTRACTORS
CITY OF WESTFIELD WWTP LAGOON CLOSURES PROJECT
CITY OF WESTFIELD, INDIANA

<u>Subtrade</u>	<u>Proposed Subcontractor</u>	<u>Address</u>
<u>DEWATERING (E & W LAGOONS)</u>	<u>MERRELL BROS. INC.</u>	<u>8811 WEST 500 NORTH</u> <u>KOKOMO, IN 46901</u>
<u>BIOSOLIDS REMOVAL/DISPOSAL</u> <u>(E & W LAGOONS)</u>	<u>MERRELL BROS., INC.,</u>	<u>SAME AS ABOVE</u>
<u>LIQUID SLUDGE REMOVAL</u> <u>(E & W LAGOONS)</u>	<u>MERRELL BROS., INC.</u>	<u>SAME AS ABOVE</u>
<u>CLAY LINER REMOVAL</u> <u>(E & W LAGOONS)</u>	<u>MERRELL BROS., INC.</u>	<u>SAME AS ABOVE</u>
<u>SITE RESTORATION</u>	<u>MERRELL BROS., INC.</u>	<u>SAME AS ABOVE</u>

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

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

END OF SECTION 3

MERRELL BROS.

A Biosolids Management Corporation

- Liquid / Dry Land Application
- Consulting
- Off-Site Biosolids Storage
- Lagoon/Pond Hydraulic Dredging
- State / Federal Reporting
- Lagoon Surveying
- Grease & Septage Disposal
- Lagoon/Pond Mechanical Dredging
- Permitting
- Digester and Lagoon Cleaning
- Brown/Yellow Grease Recycling
- Belt Press/Centrifuge Dewatering

Phase I: Dredging & Dewatering Work Plan

Hydraulic Dredging Plan

A hydraulic crane will be used to place the dredge into the lagoons. Aluminum floating dredge pipe will be installed behind the dredge. This pipe will float across the surface of the pond and will be attached to a check valve on the bank. From this check valve, HDPE pipe will extend to our 18,000-gallon mix tank that is set up in the dewatering area. Liquid biosolids will be pumped into this tank and a submersible mixer will provide equalization of the incoming material.

We own and operate a fleet of 5012 IMS & Dino-6 hydraulic dredges that are specifically designed for safe and efficient biosolids removal from lagoons. Our IMS dredge has both a star wheel and cable drive system that will allow the dredge to move across the lagoon efficiently



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Belt Press Dewatering Plan

Inside our containment system, we will utilize (4) mobile belt filter presses that will nurse off the 18,000-gallon equalization tank. The presses will utilize cationic emulsion polymer to dewater the biosolids. The cake will be conveyed directly into our conveyor bottom trailers. As each truck is filled to capacity, the driver will transport the biosolids to our regional biosolids centers for IDEM approved disposal. A custom enclosed polymer system will make down and age the emulsion cationic polymer required for dewatering.



MERRELL BROS., INC.

3811 W. 500 N.
KOKOMO, IN 46901
E mail: info@merrellbros.com



OFFICE: (800) 663-8830
FAX#: (574) 699-7478
WEB: www.merrellbros.com

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Transportation Plan

Merrell Bros., Inc. will be responsible for safely and efficiently transporting the dewatered biosolids to our IDEM approved Regional Biosolids Centers. Our quad dump trucks or Conveyor Bottom Trailers will legally transport 18-24 tons of dewatered biosolids per load. Our equipment is maintained to exceed DOT specifications and licensed to legally transport dewatered biosolids. Using our own equipment and personnel for every aspect of our projects allows us to maintain complete control of our operations. Therefore, we have never failed to complete a project ahead of schedule in our 34-year history.



Biosolids Testing, Approval & Weighing Plan

Prior to starting the project, samples will be collected and sent to a third party certified lab for IDEM approved land application required testing as required by our Biocenter permit. Once we receive the test results, we will issue the City of Westfield an approval letter for your records. Each load will be weighed on certified truck scales and printed weight tickets will be provided with each pay request.

Samples of the dewatered biosolids will be collected from each load and mixed together to form a daily composite sample. This sample will be sent to third party certified laboratory for percent solids testing. This data will be used to calculate the total dry tons of biosolids removed each day.

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GENERAL SITE PLAN



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Phase II: Dredging & Dewatering Work Plan

Phase II will involve liquid hauling of the remaining biosolids in the lagoon. This process will employ liquid sludge being pumped from the bottom of the lagoon using either our hydraulic dredge or lagoon pump. The liquid sludge will be loaded directly into our transport tankers and the liquid sludge will be transported to our regional biosolids centers for disposal. This process will continue until the lagoon is completely clean and the original clay liner is exposed. We want to keep a water cap on the lagoons as long as possible to **minimize odor concerns**. The less time the biosolids are exposed to the atmosphere the better.



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BEFORE



FINAL
SCRAPING



AFTER



MERRELL BROS., INC.

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Phase III: Solids Hauling

After the liquid biosolids have been removed, the bottom of the lagoon will be scraped to return the floor to its original soil content. Background samples will be taken around the lagoons, in uncontaminated areas, to be the benchmark data for the soil at the bottom of each of the lagoons. After Phase III, the lagoon will have been scraped bare leaving an uncontaminated lagoon. After Phase III has been completed, IDEM will be notified that the lagoons are ready for inspection. Upon approval from IDEM the lagoon will be considered clean closed. **Figure 05** shows a lagoon in the process of being scraped. **Figure 06** shows the results after a lagoon has been scraped and a bare floor of the lagoon.

Figure 05



Figure 06



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Company ID Number: 337550

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **MERRELL BROS., INC.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

CODE OF BY-LAWS

OF

Merrell Bros., Inc.

ARTICLE 1

Seal – Fiscal Year

Section 1.01. Seal. The Board of Directors may authorize the Corporation to have a corporate seal and to cause the seal to be affixed to documents executed by, and certificates of, the Corporation. However, the use of a corporate seal or an impression thereof shall not be required upon, and shall not affect the validity of, any instrument whatsoever.

Section 1.02. Fiscal Year. The fiscal year of the Corporation shall begin at the beginning of the first day of January in each year and end at the close of the last day of December next succeeding.

ARTICLE 2

Shares of Stock

Section 2.01. Consideration for Shares. The Corporation may issue shares of stock of the Corporation for such an amount of consideration as may be fixed from time to time by the Board of Directors.

Section 2.02. Stock Split. The Board of Directors shall have the authority to declare a split-up or division of issued shares of common capital stock having no nominal or par value into a greater number of shares to the extent of the authorized but unissued shares available therefore.

Section 2.03. Stock Conversion or Exchange. In the event of a conversion of shares or an exchange of shares for the same or a different number of shares, the consideration for the shares so issued in exchange or conversion shall be deemed to be (1) the stated capital then represented by the shares so exchanged or converted, and (2) that part of surplus, if any, transferred to stated capital, and (3) any additional consideration paid to the Corporation upon the issuance of shares for the shares so exchanged or converted.

Section 2.04. Treasury Shares. The Board of Directors may cancel or dispose of treasury shares for such consideration as the Board may determine.

and examination during the usual business hours for all proper purposes by every shareholder of the Corporation, or his duly authorized agent or attorney.

Section 8.04. Annual Financial Statement. Upon the written request of any shareholder of the Corporation, the Corporation shall mail to such shareholder its most recent annual financial statements showing in reasonable detail its assets and liabilities, and the results of its operations.

ARTICLE 9

Special Corporate Acts

Section 9.01. Execution of Negotiable Instruments. All checks, drafts, notes, bonds, purchase of real estate, contracts, bills of exchange and orders for the payment of money of the Corporation shall, unless otherwise directed by the Board of Directors, or unless otherwise required by law, may be signed by any one of the following officers: President, Vice President, Treasurer, Secretary. The Board of Directors may, however, authorize any one of such officers to sign checks, drafts and orders for the payment of money and may designate officers and employees of the Corporation, other than those named above, or different combinations of such officers and employees of the Corporation, who may, in the name of the Corporation, execute in its behalf checks, drafts and orders for the payment of money, from such accounts, or within such limits, as the Board of Directors may designate.

ARTICLE 10

Requirement for Repayment Of Excessive Compensation

Any officer or employee of the Corporation receiving payments from the Corporation as a salary, commission, bonus, interest, rent, or for an entertainment expense incurred by him, which payment is disallowed by the Internal Revenue Service in whole or in part as a deductible expense of the Corporation in computing its United States income tax, shall be required to reimburse the Corporation to the full and complete payment to the Corporation by the officer or employee of each amount disallowed so as to assist the Corporation in paying the deficiency and to prevent a decrease in the assets of the Corporation resulting from the payment

Attachment 1

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

Addendums 1, 2 and 3 included in Exhibit B.

Attachment 2

The Affidavit of Employee Status shall be signed and notarized.

AFFIDAVIT OF EMPLOYEE STATUS

Re: Project – WWTP Lagoon Closure

WHEREAS, the City of Westfield, Hamilton County, Indiana, hereinafter referred to as the “City” is in the process of construction work on the WWTP Lagoon Closure project, hereinafter referred to as the “Project”;

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

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

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

Signature:

Printed Name:

Signature:

Printed Name:

STATE OF INDIANA:

SS:

COUNTY OF

:

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

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

Signature

Printed Name

My Commission expires _____

I am a resident of _____ County.

CITY OF WESTFIELD BY:

, 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!

CONSTRUCTION AND LIQUIDATED DAMAGES AGREEMENT

THIS CONSTRUCTION AND LIQUIDATED DAMAGES AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____, 2017 (the "Effective Date"), by and between 1978 LLC, an Indiana limited liability company ("Developer"), and the City of Westfield, Hamilton County, Indiana (the "City").

BACKGROUND:

WHEREAS, Developer is developing certain real estate generally located at the northwest and southwest corners of 146th Street and Ditch Road in Westfield, Hamilton County, Indiana, as part of a mixed-use project ("Project");

WHEREAS, as part of the Project, Developer will construct a roundabout at the intersection of Ditch Road and Somerville Drive (the "Roundabout");

WHEREAS, Developer has engaged with Valenti-Held Contractor/Developer, Inc., an Indiana corporation ("Contractor"), to construct the Roundabout pursuant to a separate agreement between Developer and Contractor (the "Contractor Agreement");

WHEREAS, as part of the Roundabout construction, and in order to complete the Roundabout construction, Developer will need to close a portion of Ditch Road by prohibiting vehicular and pedestrian access thereto (the "Ditch Road Closure"), and the City hereby consents to and allows the Ditch Road Closure for the Roundabout construction; and

WHEREAS, in order to minimize the time frame for the Ditch Road Closure, the City requires that Developer pay certain liquidated damages in the event construction of the Roundabout is not completed within the time frame set forth in this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and the City hereby agree as follows:

1. Incorporation of Background. The Background, as set forth above, hereby is incorporated by reference and made a part hereof.

2. Ditch Road Closure Date. At least seven (7) calendar days prior to the commencement of the Roundabout construction such that the Ditch Road Closure is necessary (the "Ditch Road Closure Date"), Developer shall send written notice to the City stating the Ditch Road Closure Date. Developer and the City acknowledge and agree that Roundabout construction may, in Developer's sole discretion and so long as the Ditch Road Closure is not necessary, commence prior to the Ditch Road Closure Date. Notwithstanding anything to the contrary in this Section 2, the Ditch Road Closure shall not occur until Towne Road is open for vehicular access as part of Hamilton County's Phase II project for 146th Street.

3. Final Date. Developer shall complete the Roundabout construction such that the Roundabout is open to vehicular and pedestrian traffic with final pavement markings on the Roundabout and the immediately surrounding Ditch Road (such standards being the "Completion Standards") within sixty (60) calendar days of the Ditch Road Closure Date ("Final Date"). Upon completion of the Roundabout construction in accordance with the Completion Standards, Developer shall send written notice thereof to the City and the Ditch Road Closure shall expire and Ditch Road shall be open for such intended purposes.

4. Liquidated Damages. If Developer fails to complete construction of the Roundabout in accordance with the Completion Standards on or before the Final Date, then Developer shall pay to the City the amount of One Thousand Dollars (\$1,000.00) per day until the Roundabout construction is completed in accordance with the Completion Standards, beginning on the day immediately following the Final Date ("Liquidated Damages").

5. Difficult to Ascertain; No Penalty. Developer and the City hereby acknowledge and agree, after specific negotiations regarding the same, that: (i) the Liquidated Damages are the City's sole and exclusive remedy pursuant to this Agreement; (ii) the actual damages which the City would suffer as a result of Developer failing to complete construction of the Roundabout in accordance with the Completion Standards on or before the Final Date are difficult to ascertain; and (iii) the Liquidated Damages is a reasonable estimate of the City's damages under this Agreement and do not constitute a penalty.

6. Extension of Final Date. The Final Date is expressly subject to any extensions provided for by the following Indiana Department of Transportation Standard Specifications: 101.02; 101.73; 108.08; 108.09; 108.10; and 108.11.

7. Survival of Agreement. Upon the complete construction of the Roundabout in accordance with the Completion Standards, and, if applicable, payment of the Liquidated Damages to the City by Developer, this Agreement shall terminate, become null and void, and of no further force or effect.

8. Notices. All notices and other communications hereunder shall be in writing and shall be (i) delivered in person, (ii) sent by United States certified mail, return receipt requested, postage prepaid, or (iii) sent by overnight delivery by a nationally recognized overnight delivery service such as UPS or Federal Express, in each case addressed as follows:

To Developer:

1978 LLC
c/o T.M. Crowley & Associates
501 Pennsylvania Parkway, Suite 160
Indianapolis, Indiana 46280
Attn: Craig W. Forgey, PE

To the City:

City of Westfield, City Hall
130 Penn Street
Westfield, Indiana 46074
Attn: _____

or to such other address as shall be furnished in writing by either party to the other party. All notices and communications hereunder given in the manner provided above shall be deemed effective upon (i) the date of delivery, if delivered in person, (ii) the date of deposit with the United States Postal Service, or (iii) the date of deposit with an overnight delivery by a nationally recognized overnight delivery service such as UPS or Federal Express, as the case may be.

9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of such counterparts shall constitute one and the same instrument. Delivery of this Agreement may be accomplished by electronic delivery of PDF copies.

10. Governing Law; Venue. This Agreement shall be governed by and subject to the laws of the State of Indiana, without reference to the conflict of laws and rules thereof. Hamilton County Circuit or Superiors courts shall be the only appropriate venue.

11. Entire Agreement; Written Modification. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. All representations, promises, and prior or contemporaneous understandings between the parties with respect to the subject matter herein are merged into this Agreement and expressed in this Agreement. This Agreement shall not be amended, modified or supplemented without both parties' written agreement at the time thereof.

12. Captions. The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in interpretation of any part hereof.

13. Authority. Developer and the City each hereby represent to each other that such representing party has full power and authority to enter into this Agreement and that the undersigned officer is duly authorized to execute this Agreement on behalf of said party.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DEVELOPER

1978 LLC, AN INDIANA LIMITED LIABILITY COMPANY

By: _____

Printed: _____

Title: _____

CITY

CITY OF WESTFIELD, HAMILTON COUNTY, INDIANA

By: _____

Printed: _____

Title: _____

Email invoice to bbowman@primrosewestcarmel.com

ROAD IMPACT FEE INSTALLMENT AGREEMENT

Cross Referenced to Instrument No. 2009-18447

Brynn Bowman

317-691-0520

BD Schools Real Estate, LLC (d/b/a Primrose School at Bridgewater) (the "Applicant") makes the following commitments (the "Commitments") to the City of Westfield, Hamilton County, Indiana ("City") regarding the installment payments for the Road Impact Fees properly assessed on the following described real estate (the "Real Estate") located in Hamilton County, Indiana:

Section 1. **Description of Real Estate:** See attached Exhibit A (the "Real Estate").

Address: 14711 Gray Road, Westfield, Indiana 46062

Parcel No: 08-10-17-00-00-003.313

Section 2. **Improvement Location Permit No.:** 17-CAD-001-176 (the "ILP").

Builder/Contractor: Capital Construction

Section 3. **Statement of Terms:**

- A. As part of the development of the Real Estate, road impact fees are required to be paid to the City by the Applicant. In accordance with City Ordinance 12-13, the City assessed a road impact fee of **\$60,243** on April 19, 2017, attached hereto as Exhibit B (17-RIFA-01) (the "Assessed Road Impact Fee"), as part of the Applicant's filed ILP for the Real Estate.
- B. The Applicant desires to provide the Commitments with the understanding that if the amount of the Assessed Road Impact Fee is adjusted downward by agreement or otherwise, then the balance due under the Commitments shall be reduced according to such reduction.
- C. Pursuant to I.C. 36-7-4-1324 the City agrees to installment payments of the Assessed Road Impact Fees as set forth herein, subject to adjustment if the Assessed Road Impact Fee is reduced.
- D. Prior to the issuance of the ILP, the Applicant agrees to tender \$5,000.00 (Five-Thousand Dollars) or five percent (5%), whichever is greater.
- E. The Applicant agrees to make installment payments to the City for the remaining Assessed Road Impact Fee on or before the dates set forth below. The remaining amounts shall be due in equal payments beginning May 1, 2018, and every year thereafter, in accordance with the following:

Issuance of ILP:	\$5,000.00 - PAID 04/27/17 WITH 17-CAD-001-176
May 1, 2018:	\$11,048.60
May 1, 2019:	\$11,048.60

May 1, 2020:	\$11,048.60
May 1, 2021:	\$11,048.60
<u>May 1, 2022:</u>	<u>\$11,048.60</u>
Total Road Impact Fee:	\$60,243.00

- F. The Applicant is aware and agrees that a lien is placed upon the Real Estate pursuant to I.C. 36-7-4-1325 and the City reserves all rights of collection thereunder.

Section 4. **Binding on Successors and Assigns:**

This Agreement is binding upon each subsequent owner of the Real Estate, each other person acquiring an interest in the Real Estate, and each user of the Real Estate, unless modified or terminated by the City.

Section 5. **Effective Date:**

This Agreement is effective upon the issuance of the ILP and shall continue in effect until the Assessed Road Impact Fees are paid in full or unless modified or terminated in writing by the City.

Section 6. **Recording:**

The undersigned hereby authorizes the Westfield Economic and Community Development Department to record this Agreement in the Office of the Recorder of Hamilton County, Indiana, if desired by the City.

Section 7. **Enforcement:**

This Agreement may be enforced by the City of Westfield, and the only proper venue shall be the Hamilton Circuit or Superior Courts in Hamilton County, Indiana.

[Remainder of page intentionally left blank;
Signature page follows.]

BD Schools Real Estate, LLC (the "Property Owner")

By: Bryan Bowma
Printed Name: Bryan Bowma
Title: Owner
Date: 4/27/17

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the above party, who having been duly sworn acknowledged the execution of the foregoing instrument.

Patricia J. Leuteritz
SIGNATURE OF NOTARY PUBLIC



State of IN, County of Hamilton, SS:

Subscribed and Sworn before me this 27th day of April, 2017.

Printed Name of Notary Public Patricia S. Leuteritz

My Commission Expires 2/3/2024

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law: Brian J. Zaiger. Esq.

Prepared by: Brian J. Zaiger, Krieg DeVault, LLP
12800 North Meridian
Street Suite 300
Carmel, IN 46032

EXHIBIT A
REAL ESTATE

LAND DESCRIPTION

(Based upon Survey, September 5, 2008)

A part of the Southeast Quarter of Section 17, Township 18 North, Range 4 East in Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Northeast corner of the Southeast Quarter of said Section 17; thence South 00 degrees 46 minutes 18 seconds East (basis of bearing = record deed of the parent for the East line of said Southeast Quarter being South 00 degrees 46 minutes 18 seconds East) along the East line of said Quarter a distance of 1249.14 feet; thence South 89 degrees 46 minutes 53 seconds West a distance of 662.99 feet to a point on the northerly prolongation of the West line of the East Half of the Southeast Quarter of said Southeast Quarter Section; thence South 00 degrees 48 minutes 49 seconds East along said prolongation and the West line of said Half Quarter Quarter a distance of 279.26 feet to the POINT OF BEGINNING and to a 5/8 inch yellow capped rebar stamped "Schneider-Firm #0001" (hereafter referred to as "rebar"); thence continuing South 00 degrees 48 minutes 49 seconds East along said West line a distance of 259.39 feet to a "rebar"; thence North 89 degrees 11 minutes 11 seconds East a distance of 273.77 feet to a "rebar"; thence North 00 degrees 48 minutes 49 seconds West parallel with said West line a distance of 259.39 feet to a "rebar"; thence South 89 degrees 11 minutes 11 seconds West a distance of 273.77 feet to the Point of Beginning, containing 1.63 acres, more or less.

EXHIBIT B **ASSESSED ROAD IMPACT FEE**

ROAD IMPACT FEE ASSESSMENT

Assessment Date: 4/19/2017
 Calculations Performed by: Kevin Todd
 (I.C. 36-7-4-1321 and City Ordinance No. 12-13)



Property Information:

Property Description:

Parcel: 08-10-17-00-00-006.313
 Address: 14711 Gray Road
 Westfield, Indiana 46062

Applicant:

Name: Bryan Bowman, Primrose School
 Address: 14711 Gray Road
 Westfield, Indiana 46062

Development Information:

Proposed:

3,180 square foot pre-school addition
 46 new students

Road Impact Fee Calculation:

In accordance with I.C. 36-7-4-1321 and the City's adopted impact fee ordinance, road impact fees are calculated based on the number of twenty-four-hour trips taken from the latest version of the *Trip Generation Manual*, a study published by the Institute of Transportation Engineers (the following were developed based on the guidelines set forth in the 9th Edition).

Land Use Code:	Day Care Center (565)		
Independent Variable:	46	Students	
Weighted Trip Average:	4.38	per student	(average weekday trip rate)

Trips:

A "trip" is a single or one-direction vehicle movement exiting or entering the site. For trip generation purposes, the total trips for a 24-hour period are the total of all trips entering plus all trips exiting a site during this period (e.g., one vehicle in and out of site equals two trips).

Pass-by Trips:

A pass-by trip is a trip made as an intermediate stop from an origin to a primary destination, and is generally a trip attracted from traffic already passing the site on an adjacent street. Trip generation estimates may be able to be reduced, subject to the land use, its context and available data from the *Trip Generation Manual*. If appropriate, the calculation below takes pass-by trips into consideration.

Redevelopment:

If this development includes the demolition of an existing structure (e.g., redevelopment, relocation), then the calculation below takes into consideration the appropriate credits that may be eligible for this development, based on the demolition of the existing structure.

Calculation:

	Variable		Trip Average		
Trips:	46	x	4.38	=	201.48 24-hour trips

Road Impact Fee: \$299 per trip (effective 01/01/2017 through 12/31/2017)

Road Impact Fee Assessment:						Road Impact Fee Due:
24-hour trips	fee per trip		road impact fee	pass-by trip discount	existing structure credits	
201.48	x \$299	=	\$ 60,243	- 0.00	- 0.00	= \$ 60,243

X	This is being provided as an assessment of the road impact fees due for the development. Road impact fees are due by the applicant upon the City's issuance of an improvement location permit for this development. Please provide a copy of this assessment with any Improvement Location Permit application made with the City regarding this property.
	This is being provided as an estimate for informational purposes only at the request of the applicant and is not binding upon the applicant or the City. The actual assessment of road impact fees for this development is subject to change.



May 24, 2017

Consent Agenda Items:

Public Works

Jeremy Lollar, Director
Angie Smitherman, Administration
Phil Sundling, Project Mgmt.
Adam Essex, Inspections
Travis Stetnish, Streets
Chris McConnell, Parks & Trails

Board of Works

Andy Cook
Randy Graham
Kate Snedeker

Clerk Treasurer

Cindy J. Gossard

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:

- CVS Pharmacy #10983 – Harmony, TMC Developers, LLC, Performance Bond #B1234231, \$174,548.00, Streets/Curbs, Storm Sewer, Sidewalks, Erosion Control
- Metric Seals, Design & Build Corporation, Performance Bond #B0371024, \$19,097.00, Storm Sewer
- Liberty Ridge, Section 1, CalAtlantic Homes of Indiana, Bond #1849096, \$131,889.00, Erosion Control
- Liberty Ridge, Section 1, CalAtlantic Homes of Indiana, Bond #30009197, \$242,905.00, 151st Street Paving Improvements
- Andover North, Section 4, Pulte Homes, Bond #1150195, \$109,920.97, ROW Improvements
- Andover North, Section 4, Pulte Homes, Bond #1150196, \$46,633.86, Erosion Control

Performance Bond Release

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

- William Trace, Section 1, Performance Bond #INC59985, \$718,949.55, Streets/Curbs, Storm Sewer, Sidewalks, Trail & Erosion Control

Cash In Lieu of Bond/Developer Agreement Acceptance

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

- Spring Orchard at Springmill Trails, Section 5, \$3,458.95, Streets/Curbs & Erosion Control

Public Works Department

(317) 804-3100 office
(317) 804-3190 fax
2706 East 171st Street
Westfield, IN 46074
westfield.in.gov

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:

- William Trace, Section 1, Maintenance Bond #INC59985, \$71,894.96, Streets/Curbs, Storm Sewer, Sidewalks, Trail & Erosion Control

Maintenance Bond Release

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

- None



Public Works

Jeremy Lollar, Director
Angie Smitherman, Administration
Phil Sundling, Project Mgmt.
Adam Essex, Inspections
Travis Stetnish, Streets
Chris McConnell, Parks & Trails

Board of Works

Andy Cook
Randy Graham
Kate Snedeker

Clerk Treasurer

Cindy J. Gossard

Public Works Department

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

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



PERFORM. LIKE NO OTHER.

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Pierce Manufacturing Inc., a Wisconsin corporation ("Pierce"), and City of Westfield ("Customer") is effective as of the date specified in Section 3 hereof.

1. Definitions.

- a. **"Product"** means the fire apparatus and any associated equipment manufactured or furnished for the Customer by Pierce pursuant to the Specifications.
- b. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in the Pierce Proposal for the Product prepared in response to the Customer's request for proposal.
- c. **"Pierce Proposal"** means the proposal provided by Pierce attached as Exhibit C prepared in response to the Customer's request for proposal.
- d. **"Delivery"** means the date Pierce is prepared to make physical possession of the Product available to the Customer.
- e. **"Acceptance"** The Customer shall have fifteen (15) calendar days of Delivery to inspect the Product for substantial conformance with the material Specifications; unless Pierce receives a Notice of Defect within fifteen (15) calendar days of Delivery, the Product will be deemed to be in conformance with the Specifications and accepted by the Customer.

2. Purpose. This Agreement sets forth the terms and conditions of Pierce's sale of the Product to the Customer.

3. Term of Agreement. This Agreement will become effective on the date it is signed and approved by Pierce's authorized representative pursuant to Section 21 hereof ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon the Customer's Acceptance and payment in full of the Purchase Price.

4. Purchase and Payment. The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price **\$537,556.00** ("Purchase Price"). Prices are in U.S. funds.

5. Future Changes. Various state or federal regulatory agencies (e.g. NFPA, DOT, EPA) may require changes to the Specifications and/or the Product and in any such event any resulting cost increases incurred to comply therewith will be added to the Purchase Price to be paid by the Customer. In addition, any future drive train upgrades (engine, transmission, axles, etc.), or any other specification changes have not been calculated into our annual increases and will be provided at additional cost. To the extent practicable, Pierce will document and itemize any such price increases for the Customer.

6. Agreement Changes. The Customer may request that Pierce incorporate a change to the Products or the Specifications for the Products by delivering a change order to Pierce; provided, however, that any such change order must be in writing and include a description of the proposed change sufficient to permit Pierce to evaluate the feasibility of such change ("Change Order"). Within [seven (7) business days] of receipt of a Change Order, Pierce will inform the Customer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or Delivery resulting from such Change Order. Pierce shall not be liable to the Customer for any delay in performance or Delivery arising from any such Change Order. A Change Order is only effective when counter-signed by Pierce's authorized representative.

7. Cancellation/Termination. In the event this Agreement is cancelled or terminated by the Customer before completion, Pierce may charge a cancellation fee. The following charge schedule based on costs incurred may be applied: (a) 10% of the Purchase Price after order is accepted and entered by Pierce; (b) 20% of the Purchase Price after completion of approval drawings, and; (c) 30% of the Purchase Price upon any material requisition. The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Pierce endeavors to mitigate any such costs through the sale of such Product to another purchaser; however Customer shall remain liable for the difference between the Purchase Price and, if applicable, the sale price obtained by Pierce upon sale of the Product to another purchaser, plus any costs incurred by Pierce to conduct any such sale.

8. Delivery, Inspection and Acceptance. (a) Delivery. Delivery of the Product is scheduled to be within **10.5 – 11.5** months of the Effective Date of this Agreement, F.O.B. Pierce's plant, **Appleton, WI**. Risk of loss shall pass to Customer upon Delivery. (b) Inspection and Acceptance. Upon Delivery, Customer shall have fifteen (15) days within which to inspect the Product for substantial conformance to the material Specifications, and in the event of substantial non-conformance to the material Specifications to furnish Pierce with written notice sufficient to permit Pierce to evaluate such non-conformance ("Notice of Defect"). Any Product not in substantial conformance to material Specifications shall be remedied by Pierce within thirty (30) days from the Notice of Defect. In the event Pierce does not receive a Notice of Defect within fifteen (15) days of Delivery, Product will be deemed to be in conformance with Specifications and Accepted by Customer.

9. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

Pierce Manufacturing, Inc.
Director of Order Management
2600 American Drive
Appleton WI 54912
Fax (920) 832-3080

Customer
City of Westfield
Fire Chief Marcus Reed
130 Penn Street
Westfield, IN 46074

10. Standard Warranty. Any applicable Pierce warranties are attached hereto as Exhibit B and made a part hereof. Any additional warranties must be expressly approved in writing by Pierce's authorized representative.

a. Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PIERCE, ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS PROVIDED HEREUNDER OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

b. Exclusions of Incidental and Consequential Damages. In no event shall Pierce be liable for consequential, incidental or punitive damages incurred by Customer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages arise out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity, whether resulting from non-delivery or from Pierce's own negligence, or otherwise.

11. Insurance. Pierce maintains the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

Commercial General Liability Insurance:

Products/Completed Operations Aggregate: \$1,000,000
Each Occurrence: \$1,000,000

Umbrella/Excess Liability Insurance:

Aggregate: \$25,000,000
Each Occurrence: \$25,000,000

The Customer may request: (x) Pierce to provide the Customer with a copy of a current Certificate of Insurance with the coverages listed above; (y) to be included as an additional insured for Commercial General Liability (subject to the terms and conditions of the applicable Pierce insurance policy); and (z) all policies to provide a 30 day notice of cancellation to the named insured.

12. Force Majeure. Pierce shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Pierce's control which make Pierce's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

13. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) the Customer fails to pay when due any amounts under this Agreement or to perform any of its obligations under this Agreement; (b) Pierce fails to perform any of its obligations under this Agreement; (c) either party becomes insolvent or become subject to a bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement is false in any material respect; (e) the Customer dissolves, merges, consolidates or transfers a substantial portion of its property to another entity; or (f) the Customer is in default or has breached any other contract or agreement with Pierce.

14. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Product covered by this Agreement shall remain in the possession of Pierce until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, then the MSO for each individual Product shall remain in the possession of Pierce until the Purchase Price for that Product has been paid in full. In case of any default in payment, Pierce may take full possession of the Product, and any payments that have been made shall be applied as payment for the use of the Product up to the date of taking possession.

15. Independent Contractors. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venturer of or with the other.

16. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

17. Governing Law; Jurisdiction. Without regard to any conflict of laws provisions, this Agreement is to be governed by and under the laws of the state of Wisconsin.

18. Facsimile Signatures. The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.

19. Entire Agreement. This Agreement shall be the exclusive agreement between the parties for the Product. Additional or different terms proposed by the Customer shall not be applicable, unless accepted in writing by Pierce's authorized representative. No change in, modification of, or revision of this Agreement shall be valid unless in writing and signed by Pierce's authorized representative.

20. Conflict. In the event of a conflict between the Customer Specifications and the Pierce Proposal, the Pierce Proposal shall control. In the event there is a conflict between the Pierce Proposal and this Agreement, the Pierce Proposal shall control.

21. Signatures. This Agreement is not effective unless and until it is approved, signed and dated by Pierce Manufacturing, Inc.'s authorized representative.

22. Additional Orders: Pierce, at its sole discretion, will allow the terms of this contract to be extended to both the Customer, as well as to other Municipal, State, or Federal agencies for similar unit(s). Pierce will allow tag on / additional orders for up to three (3) years from the date of contract execution. To facilitate pricing, Pierce will quote the original price plus manufacturer's price increases or Producer's Price Index (PPI) whichever is greater as it applies to either Fire Apparatus and/or commercial heavy truck industries. Additionally, any regulatory changes (NFPA, EPA, Engine Emissions, FMVSS, etc.) will also have to be added to the price as they become applicable. Change orders to the original specification will need to be authorized, signed, and accepted by Pierce. Any entity using this tag-on/additional orders program will be required to sign a new contract commencing the relationship. Additionally, if required by the Purchaser, any new tag-on / additional orders that require a "separate" Performance bond will be separately priced. This contract, including its appendices, embodies the entire agreement between the parties relating to the subject matter contained herein and merges all prior discussions and agreements. No agent or representative of Pierce has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications or amendments of this agreement, including any appendices, must be in writing and executed by an authorized representative of each of the parties hereto. No surety of any performance bond given by Pierce to the Customer in connection with this Agreement shall be liable for any obligation of Pierce arising under the Standard Applicable Warranty.

Accepted and agreed to:

PIERCE MANUFACTURING, INC.

CITY OF WESTFIELD

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

PURCHASE DETAIL FORM

Pierce Manufacturing, Inc.
Director of Order Management
2600 American Drive
Appleton WI 54912
Fax (920) 832-3080

Date: May 24, 2017

Customer Name: City of Westfield

Quantity	Chassis Type	Body Type	Price per Unit
1	Pierce Enforcer	Pumper	\$537,556.00*

***Contingency Fund of \$10,000.00 is included in the contract price.**

Performance Bond:
Included in the contract price.

100% Prepayment Option:
If 100% prepayment is made with contract, deduct \$20,536.00 from contract price. Payment due with contract is \$517,020.00.
Initial here to accept: _____.

This contract is available for inter-local and other municipal corporations to utilize with the option of adding or deleting any Pierce available options, including chassis models. Any addition or deletion may affect the unit price.

Payment terms – 100% of contract price or any balance is due upon exit of the Pierce Manufacturing Plant. Net due at contract signing for prepay discount to be applicable.

Federal, State, and Local Taxes (if applicable) are not included in the contract price.

[NOTE: If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Pierce.] All taxes, excises and levies that Pierce may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Pierce to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Pierce will not be required to accept payment other than as set forth in this Agreement. However, to avoid a late charge assessment in the event of a dispute caused by a substantial nonconformance with material Specifications (other than freight), the Customer may withhold up to five percent (5%) of the Purchase Price until such time that Pierce substantially remedies the nonconformance with material Specifications, but no longer than sixty (60) days after Delivery. If the disputed amount is the freight charge, the Customer may withhold only the amount of the freight charge until the dispute is settled, but no longer than sixty (60) days after Delivery. Pierce shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Pierce or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Pierce, Pierce shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of Wisconsin.

THIS PURCHASE DETAIL FORM IS EXPRESSLY SUBJECT TO THE PURCHASE AGREEMENT TERMS AND CONDITIONS DATED AS OF May 24, 2017 BETWEEN PIERCE MANUFACTURING INC. AND City of Westfield WHICH TERMS AND CONDITIONS ARE HEREBY INCORPORATED IN, AND MADE PART OF, THIS PURCHASE DETAIL FORM AS THOUGH EACH PROVISION WERE SEPARATELY SET FORTH HEREIN, EXCEPT TO THE EXTENT OTHERWISE STATED OR SUPPLEMENTED BY PIERCE MANUFACTURING INC. HEREIN.

EXHIBIT B

WARRANTY

SEE PROPOSAL NUMBER 891 DATED May 8, 2017 BY GLOBAL EMERGENCY PRODUCTS FOR City of Westfield FOR ALL APPLICABLE WARRANTIES.

EXHIBIT C

SEE PIERCE PROPOSAL NUMBER 891 DATED May 8, 2017 BY GLOBAL EMERGENCY PRODUCTS FOR City of Westfield.



QUALITY FIRE APPARATUS

MANUFACTURING Inc.

P.O. BOX 2017
APPLETON, WI
54912

TEL. (920) - 832-3000

DATE
5/8/2017
INVOICE NUMBER
M51267

CITY OF WESTFIELD
130 PENN STREET
WESTFIELD, IN 46074

YOUR ORDER NO.		OUR ORDER NO.	TERMS	DELIVERY DATE	VIA
CONTRACT			UPON RECEIPT		
ITEM	QTY.	DESCRIPTION			TOTAL AMOUNT
		ONE (1) PIERCE™ PUMPER MOUNTED ON A ENFORCER CHASSIS			\$ 537,556.00
		ABOVE PRICE INCLUDES PERFORMANCE BOND			
		PREPAYMENT DISCOUNT*			(20,536.00)
		NET DUE PIERCE			<u>\$ 517,020.00</u>
		*PREPAYMENT DUE UPON RECEIPT WITH SIGNED CONTRACT FOR PREPAY DISCOUNT TO BE APPLICABLE.			

REMIT PAYMENT TO:

PIERCE MANUFACTURING INC.
7751 COLLECTIONS CENTER DRIVE
CHICAGO, IL 60693

ORIGINAL INVOICE

SEE ENCLOSED INSTRUCTIONS
FOR FURTHER INFORMATION



PAYMENT METHOD INSTRUCTIONS

Electronic Payment (Preferred Option):

In order to avoid delays in the receipt and/or application of your remittance, we recommend you forward all payments electronically as follows:

Wire:

Bank of America NA
231 S LaSalle Street
Chicago, IL 60697

ABA Number: 026009593
Account Name: Pierce Manufacturing, Inc.
Account Number: 86661-11009
SWIFT code (international wires only): BOFAUS3N

ACH:

Bank of America NA
231 S LaSalle Street
Chicago, IL 60697

ABA Number: 071000039
Account Name: Pierce Manufacturing, Inc.
Account Number: 86661-11009

Payment by Check (Alternative Option):

In the event that you wish to forward your remittance via check, please select one method below:

Please make checks payable to: Pierce Manufacturing

Mail to:

Pierce Manufacturing, Inc.
7751 Collections Center Drive
Chicago, IL 60693

UPS, FED-EX, etc:

Bank of America NA
7751 Collections Center Drive
Chicago, IL 60693

Notes:

- Unless specifically authorized, **DO NOT** send your remittance to the company's office address.
 - Exception – you may bring final payment with you at the time of pickup.
- Bring a copy of your insurance binder/coverage, if you are driving the apparatus home.
- Reference the invoice number(s) or job number you are paying for on all remittances.
 - Contact Laura Luebke at (920) 832-3063



Board of Works

Andy Cook
Randy Graham
Kate Snedeker

Clerk Treasurer

Cindy J. Gossard

Public Works Department

(317) 804-3150 office
(317) 804-3181 fax

2728 East 171st Street
Westfield, IN 46074
westfield.in.gov

Memorandum

To: Westfield Board of Public Works & Safety

Date: April 26, 2017

Re: Public Works Project Report

Memo to Board Members

Dear Board Members, I would like to take this opportunity to update you regarding the current status of our Public Works Departments.

Westfield Public Works Executive Summary Progress Report

Street Maintenance

Our current focus is on crack sealing and shoulder installation and repair. Additionally, US31 and SR32 have been swept, Park Street has been resurfaced and the spring resurfacing plan will launch in the coming weeks.

Park Maintenance

Installation of the new Quaker Park playground has begun and will finish in 3-4 weeks. Water fountains and restrooms are de-winterized and opened. Additionally, staff dug all the holes for the Arbor Day tree planting and are prepping for startup of the splash park.

Notable Changes Since 04/26/17

1. Mill Street Extension

Project is substantially complete with only punch list items remaining.

2. Westfield Boulevard Extension (West Access Rd.)

This is a new roadway project, which runs from Westfield Blvd., under US 31 and terminates at a new roundabout on 151st. The bid was awarded to Millennium Contractors. The crew is actively installing the underground detention systems.

3. Ditch Road Extension

This project is the construction of a new roadway, which extends Ditch Rd. from SR32 north and culminates with a roundabout connection at the 18100 block of Casey Rd. Construction has begun and will continue through November of 2017.

4. 186th and Spring Mill Roundabout

This is a federally funded intersection improvement project located at the intersection of 186th and Spring Mill Rd. Project letting is anticipated for July with construction beginning in August.

5. Monon 7

This is a trail connection project, which extends the Monon Trail from 191st Street to 216th Street. This is the final piece of trail, which will connect Westfield to Sheridan. Construction is expected to begin in fall of 2017.

Other Notable Projects

1. Towne Road from 156th Street to 166th Street

This project is for sight distance improvements, roadway widening and three culvert replacement projects on Towne Road from 156th to 166th Streets. This project is INDOT funded (all phases are 70/30 split). Currently waiting for design contract to be approved by INDOT. Plan to have consultant start survey and design work this spring. Let expected July 2017.

2. Westfield Boulevard Connector (South Poplar Extension)

- Des. No. awarded from INDOT
- Funding has been awarded by INDOT
- Project is currently under design and is on track to begin in summer of 2018.

3. Monon 5

This is the Monon grade separation project that will construct the Monon bridge over SR 32. This is a federally funded project that is on track to begin construction in summer of 2018.

Public Works Department

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

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

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is entered this _____ day of _____, 2017, by and between the City of Westfield, Indiana, an incorporated municipality (“Westfield”), and Shelby Gravel, Inc., a domestic for-profit corporation (“Developer”), and sometimes referred to as the “Parties”.

WITNESSETH:

WHEREAS, Westfield and Developer have come together to be collaborative; and

WHEREAS, Developer has filed an application for a Detailed Development Plan to develop the Property generally located north of SR 32 along Mule Barn Road, and more particularly described in the attached **Exhibit A** (the “Development”); and

WHEREAS, the Developer is required to dedicate right-of-way and install a passing blister at the time of the development of the Real Estate pursuant to the Westfield-Washington Township Unified Development (the “Unified Development Ordinance”) and the City of Westfield Standards and Specifications (“Standards and Specifications”); and

WHEREAS, Developer has reached an impasse with the existing property owner on acquiring the necessary right-of-way to install the passing blister; and

WHEREAS, Westfield desires to assist the Developer pursuant to the Unified Development Ordinance and proceed with Eminent Domain in accordance with IC 32-24; and

WHEREAS, Developer and Westfield agrees that the value of the passing blister infrastructure improvements, legal costs, and right-of-way acquisition costs to be fifty-thousand dollars (\$50,000) as detailed in the attached **Exhibit B**; and

WHEREAS, Westfield desires to improve Mule Barn Road (the “Road Improvements”) to accommodate heavy truck traffic generated by the Development; and

WHEREAS, Developer is required per Ordinance 12-13 to pay Road Impact Fees (the “Impact Fees”)

WHEREAS, Developer and Westfield agree the value of the Road Improvements is substantially equal to the Impact Fees assessed to the Developer for the Development; and

WHEREAS, Westfield desires to utilize the Impact Fees received from the Developer directly on the Road Improvements; and

WHEREAS, in lieu of the Developer installing the passing blister improvements, the Parties desire to enter into a Development Agreement setting forth the services to be provided by each entity.

NOW THEREFORE, the Parties in consideration of the mutual covenants contained herein agree as follows:

1. Developer shall, at the Developer's sole expense, provide a letter of credit (the "LOC") equal to the amount of fifty-thousand dollars (\$50,000.00) to Westfield.
2. Westfield shall utilize the LOC for the acquisition of the right-of-way necessary to construct the passing blister, as well as all legal costs and construction costs associated with the passing blister. In the event of a shortfall of funds, the Developer shall provide an additional LOC for the extra costs. In the event of an excess of funds, Westfield will release the balance of the LOC.
3. Developer shall pay Impact Fees in accordance with Ordinance 12-13.
4. Westfield shall utilize the Impact Fees received from the Developer specifically for the Road Improvements. Any shortfall of funds shall be paid for by Westfield and any excess of funds shall be utilized at Westfield's discretion. The Road Improvements shall include, but not be limited to, widening to 12' travel lanes with a 1' paved shoulder, as well as a stone-matrix asphalt milling and resurfacing. Additionally, pavement markings and associated signage shall be included in the Road Improvements.
5. All improvements required herein shall be constructed in accordance with the Standards and Specifications, unless otherwise approved by the Public Works Director.
7. Any notice, statement, demand, or other communication required or permitted to be given, rendered or made shall be addressed as indicated below:

If to City of Westfield:
City of Westfield
Attn: Jeremy Lollar
Director of Public Works
2706 E. 171st Street
Westfield, IN 46074

With a Copy to:
Kreig DeVault
Attn: Brian J. Zaiger
12800 N. Meridian Street, Suite 300
Carmel, IN 46032

If to Developer:
Shelby Gravel, Inc.
Attn: Richard Haehl
P.O. Box 242
Shelbyville, IN 46176

With a Copy to:
Zentz Consulting, LLC
Attn: Randy Zentz
57 Gasoline Alley
Indianapolis, IN 46222

Each party represents that it has the authority to enter into this Agreement binding each party.

Executed the date and year first above written.

CITY OF WESTFIELD

SHELBY GRAVEL, INC.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

STATE OF INDIANA)
) SS:

COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared _____, on behalf of Shelby Gravel, Inc., who acknowledged the Incorporation's authority and the execution of the foregoing Development Agreement to be its voluntary act and deed.

WITNESS, my hand and Notarial Seal this _____ day of _____, 2017.
My Commission Expires:

Printed: _____
Notary Public, A Resident of
_____ County, Indiana

STATE OF INDIANA)
) SS:

COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared _____, on behalf of The City of Westfield, who acknowledged their authority and the execution of the foregoing Development Agreement to be its voluntary act and deed.

WITNESS, my hand and Notarial Seal this _____ day of _____, 2017.
My Commission Expires:

Printed: _____
Notary Public, A Resident of
_____ County, Indiana

THIS INSTRUMENT PREPARED BY: Brian J. Zaiger, Attorney at Law
KRIEG DEVAULT, LLP
12800 North Meridian, Suite 300
Carmel, IN 46032
(317) 238-6266



Public Works

Jeremy Lollar, Director
Angie Smitherman, Administration
Phil Sundling, Project Mgmt.
Adam Essex, Inspections
Travis Stetnish, Streets
Chris McConnell, Parks & Trails

Board of Works

Andy Cook
Randy Graham
Kate Snedeker

Clerk Treasurer

Cindy J. Gossard

To: Westfield Board of Public Works & Safety

Date: May 24, 2017

Re: Action Item - Signing Authority
Shelby Gravel Development Agreement

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider granting Jeremy Lollar, Director of Public Works, signing authority for the Shelby Gravel Development Agreement.

Kate Snedeker

Randy Graham

Andy Cook

Public Works Department

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

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