



**Mayor**  
Andy Cook

**City Council**  
John Dippel  
Steve Hoover  
Robert L. Horkay  
Ken Kingshill  
Robert J. Smith  
Tom Smith  
Rob Stokes

**Clerk Treasurer**  
Cindy J. Gossard

**Parks and Recreation**

(317) 804-3184 admin office  
(317) 804-3190 fax

2728 East 171st Street  
Westfield, IN 46074  
[westfield.in.gov](http://westfield.in.gov)

To: Westfield Board of Works

From: Melody Jones

CC: Todd Burtron

Date: July 19, 2011

RE: Monon Trail Phase 3

Dear Board Members:

Completion of the Monon Trail from 161<sup>st</sup> Street to Oak Ridge Road which is known as Phase 3 was finished in late June. This project was funded with the State Trails Grant from Indiana Department of Natural Resources. This project depleted the grant award. For that reason the trail surface is stone. During the spring months we continued to fight high water levels and trail wash out. Upon completion we had another 100 year flood. That flood resulted in small amounts of erosion in several places but two major surface failures. We consulted with Weihe Engineering and with Harry Nikides in Construction and Development regarding proper steps we should take to remedy the drainage problem.

In the meantime Automatic Pool Covers began their earth work on the adjacent site. Their detention pond and grading will eliminate the runoff that has been causing the wash outs on the stone trail.

Coordination with the Hamilton County Surveyor's Office and Gibraltar Construction has resulted in a solution to the erosion and quick repair of the site. We had to place two new drains that the Surveyor's Office requested as soon as possible so Automatic Pool Covers contractors could complete their earthwork. This portion of the contract includes installing 90 feet of 12" RCP pipe in two locations on the west side of the Monon Trail that will outlet into the Anna Kendal Creek; with end sections and riprap at the outfalls. This also includes restoring the trail surface to the original trail specifications. The cost for this is \$8,400.

We entered into a contract that was approved by Todd Burtron to have Gibraltar Construction finish the drainage installation and repairs on the stone trail.

In addition to the trail repair Gibraltar Construction will install the safety railing along the Monon Trail and the Custom Concrete detention pond. This includes 525 feet of railing per the Monon Trail Railing Specification. The total for this portion of the contract is \$18,950.

The total contract amount is \$27,350 and will be paid with Park Impact Fees.

Today we are asking the Board of Works to ratify the contract between Westfield Parks and Recreation and Gibraltar Construction for the Monon Trail Phase 3 repair in safety installations.

**Parks and Recreation**

(317) 804-3150 office  
(317) 804-3190 fax

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



CITY OF  
**Westfield**  
**Parks & Recreation**

**NOTICE TO PROCEED**

To: Gibraltar Construction  
 2932 N. Webster Avenue  
 Indianapolis, IN 46219

Date: July 19, 2011

**PROJECT: Monon Trail Phase 3 Trail Repair and Installation of Trail Railing**

You are hereby notified to commence WORK in accordance with the Agreement dated July 19, 2011, on or before July 20, 2011 and you are to fully complete the WORK within fourteen (14) consecutive calendar days thereafter. The date of completion of all WORK is therefore August 3, 2011. The date to Substantially Complete (7 days) the WORK (including trail restoration) in accordance with the Contract Documents is July, 27, 2011.

Owner: City of Westfield, Parks and Recreation Department

By: Melody Jones  
 (Print Name)

By: Melody Jones Director  
 (Signature) (Title)

**ACCEPTANCE OF NOTICE**

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

By: MICHAEL A. SMITH on JULY 19, 2011  
 (Print Name)

By: Michael A. Smith PRESIDENT  
 (Signature) (Title)



### OUTLET REQUEST

HAMILTON COUNTY SURVEYORS OFFICE  
One Hamilton County Square  
Noblesville, Indiana 46060  
317-776-8495 fax: 317-776-9628

**Name of Drain:** Anna Kendal      **Project Name:** Monon Trail  
**Parcel Number:** \_\_\_\_\_      **Township:** Washington  
**Applicant's Name:** City of Westfield      **Property Owner:** City of Westfield  
**Address:** 2706 E 171st Street      **Property Address:** Anna Kendall and Westfield Park  
\_\_\_\_\_  
**Phone:** (317) 804-3185      **Phone:** ( )  
**Fax:** (317) 804-3190      **Fax:** ( )

**Contractor- Installer:** Gibraltar Construction Corp  
**Address:** 2932 N Webster Ave. Indianapolis IN 46219  
**Phone:** (317) 375-1588      **Fax:** (317) 375-1589

**Purpose of Private Tile:** Allow drainage to go under trail  
**Size of Tile:** 12"      **Type of Tile:** RCP      **Length of Tile:** 90' each  
**Number of Outlets:** 2

**Location of Outlet:** About 20" north of Pool Covers outlet pipe & ~820 NW of Westfield Blvd along trail

**Will private tile cross property not owned by the applicant?** no

**If yes, list parcel numbers, names and addresses of those that will be crossed:**

\_\_\_\_\_  
\_\_\_\_\_

*I hereby request permission to outlet a private drain into the above mentioned regulated drain. The construction shall conform to the standards of the County Surveyor at the point of connection with the regulated drain. A location map of the drain is attached showing the location of the regulated drain, private drain, point of connection, lot lines, buildings and other physical features, and platted easements and right-of-ways. This request is made as per I. C. 36-9-27-17.*

M. J. [Signature]      7/18/11  
Applicant's Signature      Date

Check Title: Owner  Contractor \_\_\_\_\_ Engineer \_\_\_\_\_ Tenant \_\_\_\_\_ Other: \_\_\_\_\_

\*\*\*For Office Use Only\*\*\*

Permit#: \_\_\_\_\_ Plan Project Number: \_\_\_\_\_ Check: \_\_\_\_\_  
Engineering Firm: \_\_\_\_\_

**CONTRACT FOR GOODS AND SERVICES**

This Contract for Goods and Services is made and entered into as of the 20<sup>th</sup> day of July 2011, by and between City of Westfield (“Contracting Party”) and Gibraltar Construction (“Vendor”).

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

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

- (a) Goods and/or services provided by Gibraltar Construction Vendor: (See Exhibit B attached hereto and made a part hereof).
- (b) Location: Monon Trail (the “City Property”)
- (c) Date by which the Services shall be completed: August 12, 2011 (the “Completion Date”)
- (d) Purchase Price: Twenty Seven Thousand Three Hundred Fifty and 00/100, \$27,350.00 (see Exhibit B – Proposal dated 07.19.11) Invoices are payable within forty-five (45) days following Contracting Party’s receipt of an invoice at the address specified below.
- (e) Addresses:

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

City of Westfield  
Attn: Melody Jones  
2728 East 171<sup>st</sup> Street  
Westfield, Indiana 46074

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

If to Vendor:

Gibraltar Construction  
2932 N Webster Avenue  
Indianapolis, IN 46219  
Attn: Michael Smith  
msmith@gibraltarconstruction.com

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

and made a part hereof (this Contract for Goods and Services together with the attached Contract Terms and Conditions, Attachment 1, and Exhibits A and B being referred to hereinafter collectively as the "Contract"). Parties stipulate that this agreement supersedes any and all other contracts, agreements or understandings between the Parties related to the subject matter herein.

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

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

### **CONTRACT TERMS AND CONDITIONS**

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

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

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

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

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

6. **DISCLOSURE, WARNINGS AND INSTRUCTIONS:** If requested by Contracting Party, Vendor shall furnish promptly to Contracting Party, in such form and detail as Contracting Party may direct, a list of all ingredients or components in the goods purchased hereunder, including the quality or concentration thereof and any other information relating thereto. Prior to and with the delivery of the goods purchased hereunder, 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 shall maintain at the job site all Material Safety Data Sheets (MSDS) for all products used on the job site. Such MSDS sheets shall be available for inspection upon request.

7. **FORCE MAJEURE:** Any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, or court injunction; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within ten (10) days after discovery of the cause of such delay. During the period of such delay or failure to perform by 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.

8. **LIENS:** Vendor shall not cause or permit the filing of any lien. 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, claims, costs and expenses, including attorneys' fees, incurred by Contracting Party in connection with any such lien.

9. **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 warranties; (b) fails to perform services or deliver goods as specified by Contracting Party; (c) fails to make progress so as to endanger timely and proper completion of services or delivery of goods, and does not correct such failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Contracting Party specifying such failure or breach; or (d) becomes

insolvent, files, or has filed against it, a petition in bankruptcy, for receivership or other insolvency proceeding, makes a general assignment for the benefit of credits or (if 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 goods and services which were to be provided by Vendor and Vendor shall be liable to Contracting Party for any excess costs of Contracting Party in performing or obtaining such similar goods and services; and (3) to exercise any other right or remedy available to Contracting Party at law or in equity.

10. **LIMITATION OF CONTRACTING PARTY'S LIABILITY:** 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.

11. **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:

<b>Worker's Compensation</b>	Required.
<b>Employer's Liability</b>	\$2,000,000 each accident, \$2,000,000 disease each employee, and \$2,000,000 disease policy limits.
<b>Commercial General Liability (CG0001)</b> , including Personal Injury, Premises Operations, Completed Operations and Products coverages (for a minimum period of two (2) years after substantial completion), including (1) explosion, collapse or underground property damage hazards, and (2) damages or injury arising from defective work, including costs to repair or replace damaged work. (The Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy).	\$2,000,000 Per Occurrence.
<b>Commercial Automobile Liability,</b>	\$1,000,000 Combined Single Limit for

including Owned, Non-Owned and Hired Car coverages.	Bodily Injury and Property Damage.
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- (b) The insurance shall be procured from companies licensed to do business in the state in which the City property is located. Except as otherwise expressly set forth herein, coverage shall be on an occurrence basis. All insurance procured or maintained by Vendor 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.
- (c) A Certificate of Insurance acceptable to Contracting Party shall be submitted to Contracting Party prior to commencement of any work hereunder, including, without limitation, a certificate issued by the Industrial Board or other appropriate agency in the state where the City property is located showing that the Worker's Compensation and other employee benefit insurance is in full force and effect. Each insurer shall possess an A.M. Best's rating of no less than A-VIII as of inception of this Contract. The Certificate of Insurance shall contain a provision that coverage shall not be canceled unless at least thirty (30) days' prior written notice has been given to Contracting Party. The Certificate of Insurance shall name City of Westfield as an additional insured with respect to all but the Worker's Compensation coverage. The additional insured endorsement shall state that coverage is afforded the additional insured as primary and non-contributory. In addition, each Certificate of Insurance shall provide that the Certificate Holder is the Contracting Party, c/o City of Westfield. 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 attorneys' fees) resulting or arising from any act or omission of Vendor, its agents, employees or subcontractors, but not to the extent arising directly out of the negligence of Contracting Party. This subparagraph (d) shall survive the expiration or termination of this Contract.
- (e) Without limiting anything set forth in this paragraph 11, the following additional insurance coverage limits are required for survey, right-of-way services, the design; including site planning, and MEP services: \$2,000,000 per claim professional liability, with retroactive coverage to the earlier of date of execution of Contract and commencement of any work.
- (f) If 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 against any payments due Vendor.

12. **SAFETY**: Vendor shall fully observe any and all known federal, state and local safety performance standards and all additional applicable laws, ordinances, rules, regulations and orders of public authorities having jurisdiction over the work area. Without limiting the foregoing, Vendor shall also comply with Contracting Party's Rules of Conduct, a copy of which is attached hereto as Exhibit A and made a part hereof. Compliance with such standards, laws, ordinances, rules, regulations and orders shall be at the sole cost of 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 12, 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 abatement procedures recommended by such safety representative or insurer.

13. **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 from Vendor to Contracting Party and its affiliates and subsidiaries from any sums due or to become due from Contracting Party to Vendor.

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 or 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 goods or services covered by this Contract and shall not be required to make further payments except for conforming goods delivered or services rendered prior to cancellation.

15. **GOVERNMENT COMPLIANCE**: Vendor agrees to comply with all present and future 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.

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

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

18. **RELATIONSHIP OF PARTIES:** 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.

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

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

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

22. **TERMINATION:** Contracting Party may terminate this Contract (a) immediately, in the event of a Default by 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 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 Contract, together with any attachments, exhibits, or supplements, specifically referenced in this 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 SND 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 SND, (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. 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.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Contracting Party:  
 City of Westfield  
 2728 East 171<sup>st</sup> Street  
 Westfield, Indiana 46074

Vendor:  
 Gibraltar Construction Corp  
 2932 N Webster Avenue  
 Indianapolis, IN 46219

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

## EXHIBIT A

### Rules of Conduct

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

- Conduct yourselves in a professional manner in all areas of the City. Radios or audio equipment, other than communication, are strictly **prohibited**.
- No** Graffiti.
- Be neat, clean and **QUIET** while in or **NEAR** occupied City spaces. Protect hallway and entries with temporary carpet runners.
- No** vehicles shall be brought or parked in the buildings, or are to be parked in parking spaces outside allotted for handicapped parking.
- Proper work attire shall be required at all times.
- Only authorized personnel shall be permitted in work areas. Identification or uniforms may be required.
- Always check in with appropriate City officials prior to beginning work in a new work area.**
- Do not use City equipment.**
- Housekeeping is paramount. Remove all dirt and debris created by your activity. Project to be broom swept and trash removed on a daily basis and as needed by each applicable trade.
- Smoking and the use of smokeless tobacco are prohibited on City properties.**
- Loud and/or foul language is prohibited.
- Food and drink shall **not** be permitted in carpeted City spaces.
- Material storage and/or debris shall not be left in unsecured areas.
- Exits and entrances shall be maintained clear and unobstructed. Securing of the work area is the responsibility of the vendor and shall be locked at night.
- Thermostats shall not be adjusted unless the City has granted permission.
- Loading and unloading shall be in permitted area of the work site only.
- When dealing with citizens, be courteous at all times, keep all negative comments to yourself or discuss them with the City personnel.
- Special care shall be taken at all times to protect the surroundings of the work area. Dust, fumes and vapors controls shall be employed.
- City officials shall be made aware of work that creates noxious odors. Any odiferous work is to be coordinated with the City to allow for proper advanced notification with the affected citizens.**
- Any work that will compromise the existing utilities shall be coordinated with the City. Arrangements shall be made with the City if special access is required.**
- No use of power actuated tools or hammer drills is permitted at an occupied City building between the hours of 7:00 AM and 5:00 PM, or as directed by City officials.**
- Only designated freight elevators that are properly protected shall be used by the contractors and vendors.
- Safe working practices shall be observed at **all times**. The safety of your employees, the buildings and the work site is considered to be paramount. All work shall be conducted and completed by the guidelines set forth by the Federal, Local and State Authorities.
- Fall protection shall be worn, observed or employed when working in articulating boom lifts, scissors lifts, ladders, scaffolding and any other activity where workers are exposed to a fall exposure greater than 6 feet in height.
- Any and all "Hot Work" shall have an appropriate fire extinguisher immediately accessible and be pre-approved by the City officials.
- All electrical service shall be properly protected with a GFCI, including the use of extension cords on permanent power.**
- Eye protection shall be worn at all times when cutting, grinding, chipping, drilling or using power actuated tools.

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

**EXHIBIT B**

**Proposal Dated 07.19.11**



### OUTLET REQUEST

HAMILTON COUNTY SURVEYORS OFFICE

One Hamilton County Square  
Noblesville, Indiana 46060  
317-776-8495 fax: 317-776-9628

**Name of Drain:** Anna Kendal      **Project Name:** Monon Trail

**Parcel Number:** \_\_\_\_\_      **Township:** Washington

**Applicant's Name:** City of Westfield      **Property Owner:** City of Westfield

**Address:** 2706 E 171st Street      **Property Address:** Anna Kendall and Westfield Park

**Phone:** (317) 804-3185      **Phone:** ( )

**Fax:** (317) 804-3190      **Fax:** ( )

**Contractor- Installer:** Gibraltar Construction Corp

**Address:** 2932 N Webster Ave. Indianapolis IN 46219

**Phone:** (317) 375-1588      **Fax:** (317) 375-1589

**Purpose of Private Tile:** Allow drainage to go under trail

**Size of Tile:** 12"      **Type of Tile:** RCP      **Length of Tile:** 90' each

**Number of Outlets:** 2

**Location of Outlet:** About 20" north of Pool Covers outlet pipe & -820 NW of Westfield Blvd along trail

**Will private tile cross property not owned by the applicant?** no

**If yes, list parcel numbers, names and addresses of those that will be crossed:**

\_\_\_\_\_

\_\_\_\_\_

*I hereby request permission to outlet a private drain into the above mentioned regulated drain. The construction shall conform to the standards of the County Surveyor at the point of connection with the regulated drain. A location map of the drain is attached showing the location of the regulated drain, private drain, point of connection, lot lines, buildings and other physical features, and platted easements and right-of-ways. This request is made as per I. C. 36-9-27-17.*

Meloy Jansz      7/18/11

Applicant's Signature      Date

Check Title: Owner  Contractor  Engineer  Tenant  Other:

\*\*\*For Office Use Only\*\*\*

Permit#: \_\_\_\_\_ Plan Project Number: \_\_\_\_\_ Check: \_\_\_\_\_

Engineering Firm: \_\_\_\_\_

**Debra Tolley**

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**From:** Michael Smith <MSmith@gibraltarconstruction.com>  
**Sent:** Tuesday, July 19, 2011 9:57 AM  
**To:** Melody Jones  
**Subject:** FW: Fence and Drainage Piping Pricing for Monon

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Melody,

We are pleased to quote you the complete and total sum of \$18950 to construct 525 linear feet of Treated wood fencing along the Custom Concrete retention pond as discussed on site. Fencing is to be furnished and installed identical to the rest of the Monon's fencing that we had previously installed.

In addition, we quote the total and complete sum of \$8400 to furnish and install the two sections of 12" concrete pipe plus end sections and riprap at the outfalls, and this price includes utilizing 11 each 8ft concrete pipe sections furnished by Westfield.

Thank you for the request. We appreciate very much the opportunity to continue working with you and the great people of Westfield.

Mike

*Completion  
date 8/12/11*



CITY OF  
**Westfield**  
**Parks & Recreation**

**NOTICE TO PROCEED**

To: Gibraltar Construction  
2932 N. Webster Avenue  
Indianapolis, IN 46219

Date: July 19, 2011

**PROJECT: Monon Trail Phase 3 Trail Repair and Installation of Trail Railing**

You are hereby notified to commence WORK in accordance with the Agreement dated July 19, 2011, on or before July 20, 2011 and you are to fully complete the WORK within fourteen (14) consecutive calendar days thereafter. The date of completion of all WORK is therefore August 3, 2011. The date to Substantially Complete (7 days) the WORK (including trail restoration) in accordance with the Contract Documents is July, 27, 2011.

Owner: City of Westfield, Parks and Recreation Department

By: \_\_\_\_\_  
(Print Name)

By: \_\_\_\_\_  
(Signature) (Title)

**ACCEPTANCE OF NOTICE**

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

By: \_\_\_\_\_ on \_\_\_\_\_, 2011  
(Print Name)

By: \_\_\_\_\_  
(Signature) (Title)

**Attachment 1**

- Job to start on 7/21/11 except for the fencing which will be started the week of 7/25/11 and will take approximately 3 weeks start to completion.
- \$18,950.00 Railing installation
- \$8,400.00 Drainage Pipe and Stone trail surface restoration