



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda_09_28_2022

Wednesday, September 28, 2022 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, September 28, 2022 at 01:00 PM

MEETING PLACE: Westfield City Hall- Assembly Room

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

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Action Item #1:

Minutes – August 24, 2022

Documents: [August 24, 2022 Minutes](#)

Bid Approval

NONE

Construction Standards & Specifications Changes

NONE

Change Orders

Action Item #2:

DC Construction – 2021 Resurfacing Program – Change Order #3

Documents: [Change Order #3](#)

Contracts/Agreements

Action Item #3:

City of Westfield & American StructurePoint, Inc. - 161st & Oak RAB Construction Inspection Services Contract

Documents: [161st & Oak RAB Inspection Services Contract](#)

Action Item #4:

CC&T Construction - 2022 ADA Curb Ramp Construction/Replacement Contract - Award Letter

Documents: [CC&T Construction Award Letter](#)

Action Item #5:

Weintraut & Associates – SR 32 Reconstruction Mitigation Proposal

Documents: [SR 32 Reconstruction Mitigation Proposal](#)

Action Item #6:

Ray's Trash Contract Assignment to Waste Management

Documents: [Ray's Trash Contract Assignment Letter](#)

Appeals

Action Item #7:

Roudebush Grading – Illicit Discharge Violation – Ordinance 05-30

Documents: [Roudebush Notice of Violation](#) | [Roudebush Appeal Letter](#)

Agreements and/or Memorandum of Understanding (MOU)

NONE

Consent Agenda

Gristmill Crossing – Motor District – Road Impact Fee Installment Agreement

Documents: [Gristmill Crossing Road Impact Fee Agreement](#)

Guidepost Montessori – Road Impact Fee Payment Agreement

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

WPD - Disposal of Vehicles

Documents: [Vehicle Disposal List](#)

September Bond Information

Documents: [September Bond List](#)

Department Reports

Fire

Documents: [WFD August Report](#)

Police

Documents: [WPD August Report](#)

Public Works

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY August 24, 2022

The Westfield Board of Public Works and Safety met on August 24, 2022, at Westfield City Hall Assembly Rm. Present were, Jim Ake, Larry Clarino, and Bev Rawlings. Chou-il-Lee was virtual.

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

CHANGES IN AGENDA

None

AGENDA ITEMS:

Action Item #1: Approval of Minutes from July 27, 2022

Larry Clarino made the motion to approve the BPW minutes as presented. Jim Ake seconded. Vote: Yes-2; No-0. Motion carries.

CHANGE ORDERS

None

CONTRACTS/AGREEMENTS

Action Item #2: MKSK SR 32 Streetscape Design Professional Services

TABLED TO SEPTEMBER MEETING

Action Item #3: Signing Authority: ADA Ramp Construction Replacement Project

Michael Pearce stated this is giving the signing authority to Johnathon Nail for the sidewalk and curb repair in Beacon Pointe. The work will be done this fall with a not to exceed amount of \$62,000.

Jim Ake made the motion to approve the signing authority. Larry Clarino seconded. Vote: Yes-2; No-0. Motion carries.

Action Item #4: Signing Authority: 2022 Resurfacing Project

Michael Pearce stated this is giving the signing authority to Johnathon Nail for the resurfacing of Spring Mill Villages, Sand Piper Lakes, and Andover subdivisions. Baumgartner & Co was the lowest bidder with a not to exceed amount of \$1,109,609.00.

Larry Clarino made the motion to approve the signing authority. Jim Ake seconded. Vote: Yes-2; No-0, Motion carries.

Action Item #5: Striping Authority: 2022 Striping Project

Michael Pearce stated this is giving the signing authority to Johnathon Nail for the 2022 Striping Project. The bids are due by September 7th and will be reviewed for compliance, before acceptance to the lowest, most responsive bidder. The project has a not to exceed amount of \$125,000.

Jim Ake made the motion to approve the signing authority. Larry Clarino seconded.
Vote: Yes-2; No-0. Motion carries.

Action Item #6: Signing Authority: 175th Street & Oak Ridge Rd. Intersection Improvement Project

TABLED TO SEPTEMBER MEETING

CONSENT AGENDA:

August Bond Information

Jim Ake made the motion to approve the consent agenda. Larry Clarino seconded.
Vote: Yes-2; No-0. Motion carries.

DEPARTMENT REPORTS:

Fire- Chief Gaylor-Soil issues at the new station on Ditch Rd. could result in \$50,000- \$70,000 to resolve the problem.

Police- Chief Rush

Public Works- Johnathon Nail

Larry Clarino made the motion to adjourn. Jim Ake seconded.
The meeting was adjourned at 1:32 PM

Deputy Clerk-Treasurer

Board of Public Works and Safety

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____, 2022 ("Effective Date") by and between the City of Westfield, Indiana, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and American Structurepoint, Inc. ("the CONSULTANT"), a corporation organized under the laws of the State of Indiana.

Des. No.: 1801433; Contract R-41325

Project Description: 161st Street and Oak Road Roundabout Construction

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be November 26, 2023. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$ 215,082.56**.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA’s prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise (“DBE”) SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT’s Economic Opportunity Division Director.
3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.
4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.
5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. **Compliance with Laws.**

- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
 - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
 - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
 - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT’s SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA’s request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT’S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT’s liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA’s reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA’s reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, “deficiencies”) until all deficiencies are remedied in a timely manner.

9. Confidentiality of LPA Information.

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

- 10. Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. DBE Requirements.

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination.

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - (6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. Employment Eligibility Verification. The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

The LPA may terminate for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the LPA.

16. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
- A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
- B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
- C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

- 1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
- 2. The policy shall provide thirty (30) days notice of cancellation to LPA.
- 3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Johnathon Nail, Director of Public Works
City of Westfield, Indiana
2706 E. 171st Street
Westfield, Indiana 46074

Notices to the CONSULTANT shall be sent to:

Willis R. Conner, President
American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, Indiana 46240

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. Pollution Control Requirements. If this Contract is for \$100,000 or more, the CONSULTANT:

- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
- ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
- iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.

29. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

30. Status of Claims. The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:

Johnathon Nail, Director of Public Works
City of Westfield, Indiana
2706 E. 171st Street
Westfield, Indiana 46074

31. Sub-consultant Acknowledgement. The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.

32. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.

33. Taxes. The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.

34. Termination for Convenience.

- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
- B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered

within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
 - 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 - 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
 - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

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Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT
American Structurepoint, Inc.

DocuSigned by:

Cash E. Canfield

E19A20CCE23A42D...

Cash E. Canfield, PE
Chief Operating Officer

LOCAL PUBLIC AGENCY
Board of Public Works and Safety
City of Westfield, Indiana

Andy Cook, Mayor

Jim Ake, Member

Larry Clarino, Member

Attest: _____

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

A. ENGINEERING PERSONNEL

For the fulfillment of all services outlined in Section B below, the CONSULTANT will provide one full-time Resident Project Representative, inspectors, and clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report.

The qualifications and experiences of personnel provided by the CONSULTANT are subject to approval by the LOCAL PUBLIC AGENCY and INDOT, and no personnel will be assigned to the project until LOCAL PUBLIC AGENCY and INDOT approval is obtained.

The full-time Resident Project Representative will take directions from and report to the INDOT Area Engineer on all matters concerning contract compliance and administration.

The full-time Resident Project Representative will coordinate project activities with the LOCAL PUBLIC AGENCY Project Coordinator and INDOT Area Engineer.

B. DESCRIPTION OF SERVICES

1. **CONSTRUCTION SCHEDULE:** Review the construction schedule prepared by the Contractor for compliance with the contract and give to the LOCAL PUBLIC AGENCY detailed documentation concerning its acceptability.
2. **CONFERENCES:** Attend preconstruction conferences as directed by the LOCAL PUBLIC AGENCY, arrange a schedule of progress meetings and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules prepared to the LOCAL PUBLIC AGENCY for notification to those who are expected to attend. Record for the LOCAL PUBLIC AGENCY, as directed, minutes of such meetings. The CONSULTANT shall be available for conferences as requested by the LOCAL PUBLIC AGENCY, INDOT, and Federal Highway Administration to review working details of the project. The LOCAL PUBLIC AGENCY, INDOT, and Federal Highway Administration may review and inspect the activities whenever desired during the life of the Agreement.
3. **LIAISON:** Serve as the LOCAL PUBLIC AGENCY's liaison with the Contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in liaison capacity, the Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to monitor the Contractor for compliance with provisions therein. Any deviation observed shall be reported to the LOCAL PUBLIC AGENCY and INDOT by the Resident Project Representative.

Serve as the LOCAL PUBLIC AGENCY's liaison with the traveling public and nearby affected business owners and property owners. The Resident Project Representative will offer information and provide field office numbers to interested parties. If necessary, the Resident Project Representative will attend and participate in any public information meetings.

4. **COOPERATE** with the LOCAL PUBLIC AGENCY in dealing with the various federal, state, and local agencies having jurisdiction over the project.
5. **ASSIST** the LOCAL PUBLIC AGENCY and INDOT in obtaining from the Contractor a list of his proposed suppliers and subcontractors.
6. **ASSIST** the LOCAL PUBLIC AGENCY and INDOT in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.
7. **EQUIPMENT:** Furnish all equipment necessary to sample and test materials in accordance with INDOT procedures.
8. **SAMPLES:** Obtain field samples of materials delivered to the site as required by INDOT and deliver such samples to the appropriate INDOT laboratory office.
9. **SHOP DRAWINGS**
 - a. Receive shop drawings and falsework drawings. Check for completeness and then forward to LOCAL PUBLIC AGENCY's DESIGN ENGINEER for approval.
 - b. Review approved shop and falsework drawings, specifications, and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents
 - c. Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and inform the LOCAL PUBLIC AGENCY and INDOT when he believes it is necessary to disapprove work as failing to conform to the Contract Documents
10. **REVIEW OF WORK, INSPECTION, AND TESTS**
 - a. Conduct on-site inspections for the LOCAL PUBLIC AGENCY of the work in progress as a basis for determining the project is proceeding in accordance with the Contract Documents
 - b. Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the INDOT Construction Manual and in accordance with current accepted practices
 - c. Accompany visiting inspectors representing local, state, or federal agencies having jurisdiction over the project, and report details of such inspection to the LOCAL PUBLIC AGENCY and INDOT
 - d. Verify required testing has been accomplished

11. **MODIFICATION:** Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the LOCAL PUBLIC AGENCY and INDOT.
12. **RECORDS**
 - a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders, and additional drawings subsequent to the award of the Contract, progress reports, and other project-related documents
 - b. Keep a diary or logbook recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request, furnish copies of such a diary or logbook to the LOCAL PUBLIC AGENCY
 - c. Maintain for the LOCAL PUBLIC AGENCY a record of names, addresses, and telephone numbers of all subcontractors and major material suppliers
 - d. Maintain a set of drawings on which authorized changes are noted and deliver to the LOCAL PUBLIC AGENCY upon request, but in any event at the completion of the project
 - e. Prepare the Final Construction Record and Final Estimate as required by INDOT and the LOCAL PUBLIC AGENCY. Provide a copy of the Final Construction Record to the LOCAL PUBLIC AGENCY
13. **REPORTS:** Furnish to INDOT and the LOCAL PUBLIC AGENCY at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.
14. **PROGRESS ESTIMATES:** Prepare progress estimates for periodic partial payments to the Contractor and deliver to the LOCAL PUBLIC AGENCY and INDOT for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete and in place in accordance with the contract.
15. **PROJECT RESPONSIBILITY:** The Resident Project Representative will be responsible for the documentation of pay quantities and estimates and the maintenance of appropriate records related to the construction of this project.
16. **WORK SCHEDULE AND SUSPENSION:** The CONSULTANT's crew will be required to regulate their work week to conform to the Contractor's hours in accordance with the directions of the INDOT Area Engineer. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the CONSULTANT may also be suspended without cost to the project.
17. **CONTRACT ADMINISTRATION:** The CONSULTANT will administer the contract in accordance with INDOT procedures.

18. CONSULTANT shall not at any time supervise, direct, or have control over Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work.

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APPENDIX "B"**INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:**

The LPA shall furnish the CONSULTANT with the following:

1. Designated employee and Project Coordinator to coordinate activities between CONSULTANT, INDOT, and the LOCAL PUBLIC AGENCY
2. Assistance to the CONSULTANT by placing at his disposal all available information pertinent to the project

APPENDIX "C"**SCHEDULE:**

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

1. The CONSULTANT will be prepared to begin services under this Contract within five days after a letter to proceed is received from the LOCAL PUBLIC AGENCY. The CONSULTANT shall complete and deliver the final construction record and final estimate to the INDOT Area Manager within 45 days after the contractor's last day of work.
2. CONSULTANT's fee assumes 21 weeks of construction inspection activities.

APPENDIX "D"

1. The CONSULTANT will receive as payment for the work performed under this Contract the total amount not to exceed **\$215,082.56**, unless a modification of the Contract is approved in writing by the LOCAL PUBLIC AGENCY and INDOT.
2. The CONSULTANT will be paid for the work described in Appendix "A" in accordance with the following negotiated hourly billing rates per classification.

Labor Classification	Allowable Hourly Rates Per Year					
	2022/2023		2023/2024		2024/2025	
	Regular	Overtime	Regular	Overtime	Regular	Overtime
Project Manager	\$231.70	N/A	\$239.81	N/A	\$248.19	N/A
Senior Engineer	\$173.49	N/A	\$179.59	N/A	\$185.87	N/A
Project Engineer	\$148.84	N/A	\$154.05	N/A	\$159.44	N/A
Resident Project Representative	\$160.79	\$185.22	\$166.42	\$191.71	\$172.24	\$198.41
Inspectors	\$113.70	\$130.98	\$117.68	\$135.56	\$121.79	\$140.30
Intern	\$61.70	\$71.08	\$63.87	\$73.58	\$66.12	\$76.17

3. The classification rates are based on the calendar year for the actual hours of work performed by essential personnel exclusively working on this Contract. For those services performed by the CONSULTANT, the CONSULTANT will be reimbursed the direct non-salary costs (the actual costs of such out-of-pocket expenses directly attributable to this Contract such as fares, subsistence, mileage, long distance calls, equipment rentals, reproductions, etc.) as approved by INDOT. The direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current INDOT policy on travel reimbursement.
4. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such invoice shall be subject to approval as reasonable by the LOCAL PUBLIC AGENCY prior to any reimbursement therefore.
5. The actual amount payable shall be determined in accordance with a final audit by INDOT's Division of Cost Accounting and Audits.

B. Method of Payment

1. Payment shall be made monthly to the CONSULTANT upon submission to the LOCAL PUBLIC AGENCY of an invoice. From the partial payment computed each month, there shall be deducted all previous partial fee payments made to the CONSULTANT.
2. If, prior to the satisfactory completion of the services under this Contract, the total of the direct and indirect costs incurred and the portion of the fixed fee completed by the

CONSULTANT is within ten percent (10%) of the maximum amount payable, the CONSULTANT shall notify INDOT and the status will be evaluated.

3. It is the policy of INDOT that Project Representatives and/or Inspectors are on the construction site whenever the Contractor is engaged in any activity requiring inspection or testing concurrent with the construction or activity.
4. In order for the Contractor to comply with the Contract Plans and Specifications and complete the work within the time required, it is often necessary for the Contractor to work more than an 8-hour day, and more than a 5-day week. This in turn, may require the Resident Project Representative and Inspectors to work over 40 hours per week. Should this become necessary; overtime premium may be paid on this project at the rate of 1.5 times the actual hourly rate for all hours worked on this project by the Project Representatives and Inspectors over 40 hours per week.

EXHIBIT "A"**INSPECTION FEE JUSTIFICATION
MANHOURS BY CLASSIFICATION**

OWNER:	City of Westfield, Indiana
DESCRIPTION:	161st and Oak Road Roundabout Construction Inspection Contract No. R-41325; Des. No. 1801433
LETTING:	October 13, 2022 Anticipated
NOTICE TO PROCEED:	December 13, 2022 Anticipated
SUBSTANTIAL COMPLETION DATE:	September 1, 2023 Anticipated
COMPLETION DATE:	November 26, 2023 Anticipated for NOT

PRECONSTRUCTION ACTIVITIES:	3/19/2023	to	3/25/2023	=	1.00 weeks
CONSTRUCTION ACTIVITIES	5/22/2023	to	8/27/2023	=	14.00 weeks
POST-CONSTRUCTION ACTIVITIES:	8/28/2023	to	10/8/2023	=	6.00 weeks
					<u>21.00 weeks</u>

The following pages (manhour justification and fee estimate) are based on the above construction schedule. Any delay or extension in the construction that significantly extends the completion date shown above may require an extension to this Agreement and an increase in the estimated fees.

EXHIBIT "A"

LABOR

PROJECT MANAGER:

Regular time:	21.00 weeks	@	2 hours/week	=	42 hours
PROJECT MANAGER TOTAL HOURS					= 42 hours

RESIDENT PROJECT REPRESENTATIVE

Preconstruction Activities:

Regular Time: 1.00 weeks @ 40 hours/week = 40 hours

Construction Activities:

Regular Time: 14.00 weeks @ 40 hours/week = 560 hours

Overtime (assume 0%) 560 @ 0% = - hours

Post-Construction Activities:

Regular Time: 6.00 weeks @ 40 hours/week = 240 hours

RESIDENT PROJECT REPRESENTATIVE TOTAL REGULAR HOURS = 840 hours

RESIDENT PROJECT REPRESENTATIVE TOTAL OVERTIME HOURS = - hours

INSPECTOR(S):

Construction Activities: (assume 1.00 inspector(s) needed):

Regular Time: 14.00 weeks @ 40 hours/week = 560 hours

Overtime (assume 0%) 560 @ 0% = - hours

Post-Construction Activities: (assume 0 inspector(s) needed):

Regular Time: 6.00 weeks @ - hours/week = - hours

INSPECTOR(S) TOTAL REGULAR HOURS = 560 hours

INSPECTOR(S) TOTAL OVERTIME HOURS = - hours

EXPENSES

Mileage:

Project Engineer/Supervisor 21.00 weeks @ 100 miles/week = 2,100 miles

Inspector(s) 14.00 weeks @ 100 miles/week = 1,400 miles

TOTAL MILEAGE = 3,500 miles

EXHIBIT "A"

INSPECTION FEE SUMMARY
CONSTRUCTION INSPECTION SERVICES

CLIENT: City of Westfield, Indiana

DESCRIPTION: 161st and Oak Road Roundabout Construction Inspection
Contract No. R-41325; Des. No. 1801433

	<u>Rate</u>	<u>Units</u>	<u>Fee</u>
Project Manager	\$ 237.38	42	\$ 9,969.96
Resident Project Representative (Regular)	\$ 164.73	840	\$ 138,373.20
Resident Project Representative (Overtime)	\$ 189.59	-	\$ -
Inspector(s) (Regular)	\$ 116.49	560	\$ 65,234.40
Inspector(s) (Overtime)	\$ 134.07	-	\$ -
Mileage	\$ 0.430	3,500	\$ 1,505.00

****Rates are blended for anticipated construction duration

	TOTAL INSPECTION FEE	\$ 215,082.56
Goals	Structurepoint (95%)	\$ 204,328.43
	DB Engineering (5%)	\$ 10,754.13

American Structurepoint, Inc.
June 1, 2022

Escalated Billing Rate Calculation

Wage Rates - Escalated				
	5/17/2022 Certified Pay Rates			
	7/1/21 thru 6/30/22	7/1/22 thru 6/30/23	7/1/23 thru 6/30/24	7/1/24 thru 6/30/25
Annual Increase Avg.		3.50%	3.50%	3.50%
Classification				
Construction Inspector	33.38	34.55	35.76	37.01
Designer	49.34	51.07	52.86	54.71
Environmental Specialist	40.70	42.12	43.59	45.12
Interns and Co-ops	18.12	18.75	19.41	20.09
Landscape Architect	31.58	32.69	33.83	35.01
Principal	75.69	78.34	81.08	83.92
Project Engineer	43.70	45.23	46.81	48.45
Project Manager	68.03	70.41	72.87	75.42
Registered Land Surveyor	46.60	48.23	49.92	51.67
Researcher	36.00	37.26	38.56	39.91
Resident Project Representative	47.21	48.86	50.57	52.34
Senior Designer	60.20	62.31	64.49	66.75
Senior Engineer	50.94	52.72	54.57	56.48
Senior Environmental Specialist	54.50	56.41	58.38	60.42
Senior Planner	44.50	46.06	47.67	49.34
Senior Registered Land Surveyor	56.97	58.96	61.02	63.16
Senior Survey Crew Chief	42.80	44.30	45.85	47.45
Senior Technician	40.57	41.99	43.46	44.98
Staff Engineer	31.16	32.25	33.38	34.55
Staff Planner	23.25	24.06	24.90	25.77
Staff Scientist	24.25	25.10	25.98	26.89
Staff Surveyor	31.00	32.09	33.21	34.37
Survey Crew Chief	32.28	33.39	34.56	35.77
Survey Crew Member	22.40	23.18	23.99	24.83
Technician	25.43	26.32	27.24	28.19
Provisional Audited				
Overhead Rate:	185.96%	185.96%	185.96%	185.96%
Overhead Amount				
Construction Inspector	62.07	64.25	66.50	68.82
Designer	91.75	94.97	98.30	101.74
Environmental Specialist	75.69	78.33	81.06	83.91
Interns and Co-ops	33.70	34.87	36.09	37.36
Landscape Architect	58.73	60.79	62.91	65.10
Principal	140.75	145.68	150.78	156.06
Project Engineer	81.26	84.11	87.05	90.10
Project Manager	126.51	130.93	135.51	140.25
Registered Land Surveyor	86.66	89.69	92.83	96.09
Researcher	66.95	69.29	71.71	74.22
Resident Project Representative	87.79	90.86	94.04	97.33
Senior Designer	111.95	115.87	119.93	124.13
Senior Engineer	94.73	98.04	101.48	105.03
Senior Environmental Specialist	101.35	104.90	108.56	112.36
Senior Planner	82.75	85.65	88.65	91.75
Senior Registered Land Surveyor	105.94	109.64	113.47	117.45
Senior Survey Crew Chief	79.59	82.38	85.26	88.24
Senior Technician	75.44	78.08	80.82	83.64
Staff Engineer	57.95	59.97	62.07	64.25
Staff Planner	43.24	44.74	46.30	47.92
Staff Scientist	45.10	46.68	48.31	50.00
Staff Surveyor	57.65	59.67	61.76	63.91
Survey Crew Chief	59.99	62.09	64.27	66.52
Survey Crew Member	41.66	43.11	44.61	46.17
Technician	47.29	48.94	50.66	52.42
Profit (Fixed Fee) %	15.00%	15.00%	15.00%	15.00%
Fixed Fee Amount				
Construction Inspector	14.32	14.82	15.34	15.87
Designer	21.16	21.91	22.67	23.47
Environmental Specialist	17.46	18.07	18.70	19.35
Interns and Co-ops	7.77	8.04	8.33	8.62
Landscape Architect	13.55	14.02	14.51	15.02
Principal	32.47	33.80	34.78	36.00
Project Engineer	18.74	19.40	20.08	20.79
Project Manager	29.18	30.20	31.26	32.35
Registered Land Surveyor	19.99	20.69	21.41	22.16
Researcher	15.44	15.98	16.54	17.12
Resident Project Representative	20.25	20.96	21.69	22.45
Senior Designer	25.82	26.73	27.68	28.63
Senior Engineer	21.85	22.61	23.41	24.23
Senior Environmental Specialist	23.38	24.20	25.04	25.92
Senior Planner	19.09	19.76	20.45	21.16
Senior Registered Land Surveyor	24.44	25.29	26.17	27.09
Senior Survey Crew Chief	18.36	19.00	19.67	20.35
Senior Technician	17.40	18.01	18.64	19.29
Staff Engineer	13.37	13.83	14.32	14.82
Staff Planner	9.97	10.32	10.68	11.05
Staff Scientist	10.40	10.77	11.14	11.53
Staff Surveyor	13.30	13.76	14.25	14.74
Survey Crew Chief	13.84	14.32	14.82	15.34
Survey Crew Member	9.61	9.94	10.29	10.65
Technician	10.91	11.29	11.69	12.09
Cost of Money	0.23%	0.23%	0.23%	0.23%
COM Amount				
Construction Inspector	0.08	0.08	0.08	0.09
Designer	0.11	0.12	0.12	0.13
Environmental Specialist	0.09	0.10	0.10	0.10
Interns and Co-ops	0.04	0.04	0.04	0.05
Landscape Architect	0.07	0.08	0.08	0.08
Principal	0.17	0.18	0.19	0.19
Project Engineer	0.10	0.10	0.11	0.11
Project Manager	0.16	0.16	0.17	0.17
Registered Land Surveyor	0.11	0.11	0.11	0.12
Researcher	0.08	0.09	0.09	0.09
Resident Project Representative	0.11	0.11	0.12	0.12
Senior Designer	0.14	0.14	0.15	0.15
Senior Engineer	0.12	0.12	0.13	0.13
Senior Environmental Specialist	0.13	0.13	0.13	0.14
Senior Planner	0.10	0.11	0.11	0.11
Senior Registered Land Surveyor	0.13	0.14	0.14	0.15
Senior Survey Crew Chief	0.10	0.10	0.11	0.11
Senior Technician	0.09	0.10	0.10	0.10
Staff Engineer	0.07	0.07	0.08	0.08
Staff Planner	0.05	0.06	0.06	0.06
Staff Scientist	0.06	0.06	0.06	0.06
Staff Surveyor	0.07	0.07	0.08	0.08
Survey Crew Chief	0.07	0.08	0.08	0.08
Survey Crew Member	0.05	0.05	0.06	0.06
Technician	0.06	0.06	0.06	0.06
Escalated Billing Rate				
Construction Inspector	109.85	113.70	117.68	121.79
Designer	162.36	168.07	173.95	180.05
Environmental Specialist	133.94	138.62	143.45	148.48
Interns and Co-ops	59.63	61.70	63.87	66.12
Landscape Architect	103.93	107.58	111.33	115.21
Principal	249.08	257.80	266.83	276.17
Project Engineer	143.80	148.84	154.05	159.44
Project Manager	223.88	231.70	239.81	248.19
Registered Land Surveyor	153.36	158.72	164.27	170.04
Researcher	118.47	122.62	126.90	131.34
Resident Project Representative	155.36	160.79	166.42	172.24
Senior Designer	198.11	205.05	212.23	219.66
Senior Engineer	167.64	173.49	179.59	185.87
Senior Environmental Specialist	179.36	185.64	192.11	198.84
Senior Planner	146.44	151.58	156.88	162.36
Senior Registered Land Surveyor	187.48	194.03	200.80	207.85
Senior Survey Crew Chief	140.85	145.78	150.89	156.15
Senior Technician	133.50	138.18	143.02	148.01
Staff Engineer	102.55	106.12	109.85	113.70
Staff Planner	76.51	79.18	81.94	84.80
Staff Scientist	79.81	82.61	85.49	88.48
Staff Surveyor	102.02	105.59	109.30	113.10
Survey Crew Chief	106.16	109.88	113.73	117.71
Survey Crew Member	73.72	76.28	78.95	81.71
Technician	83.69	86.61	89.65	92.76

American Structurepoint, Inc.
June 1, 2022
2021 Year of Indirect Cost Submission
05/17/2022 Certified Payroll

Escalation Percent:	3.50%
Overhead Percent:	185.96%
Profit Percent:	15.00%
Cost of Money Percent:	0.23%

Wage Rates - Escalated				
	7/1/21 thru 6/30/22	7/1/22 thru 6/30/23	7/1/23 thru 6/30/24	7/1/24 thru 6/30/25
Classifications:				
Construction Inspector	109.85	113.70	117.68	121.79
Designer	162.36	168.07	173.95	180.05
Environmental Specialist	133.94	138.62	143.45	148.48
Interns and Co-ops	59.63	61.70	63.87	66.12
Landscape Architect	103.93	107.58	111.33	115.21
Principal	249.08	257.80	266.83	276.17
Project Engineer	143.80	148.84	154.05	159.44
Project Manager	223.88	231.70	239.81	248.19
Registered Land Surveyor	153.36	158.72	164.27	170.04
Researcher	118.47	122.62	126.90	131.34
Resident Project Representative	155.36	160.79	166.42	172.24
Senior Designer	198.11	205.05	212.23	219.66
Senior Engineer	167.64	173.49	179.59	185.87
Senior Environmental Specialist	179.36	185.64	192.11	198.84
Senior Planner	146.44	151.58	156.88	162.36
Senior Registered Land Surveyor	187.48	194.03	200.80	207.85
Senior Survey Crew Chief	140.85	145.78	150.89	156.15
Senior Technician	133.50	138.18	143.02	148.01
Staff Engineer	102.55	106.12	109.85	113.70
Staff Planner	76.51	79.18	81.94	84.80
Staff Scientist	79.81	82.61	85.49	88.48
Staff Surveyor	102.02	105.59	109.30	113.10
Survey Crew Chief	106.16	109.88	113.73	117.71
Survey Crew Member	73.72	76.28	78.95	81.71
Technician	83.69	86.61	89.65	92.76

WEIGHTED AVERAGE CALCULATION:					Weighted Average
	% Work by Year				
	0.00%	30.00%	70.00%	0.00%	100.00%
Construction Inspector	\$ -	\$ 34.11	\$ 82.38	\$ -	\$ 116.49
Designer	\$ -	\$ 50.42	\$ 121.77	\$ -	\$ 172.19
Environmental Specialist	\$ -	\$ 41.59	\$ 100.42	\$ -	\$ 142.01
Interns and Co-ops	\$ -	\$ 18.51	\$ 44.71	\$ -	\$ 63.22
Landscape Architect	\$ -	\$ 32.27	\$ 77.93	\$ -	\$ 110.20
Principal	\$ -	\$ 77.34	\$ 186.78	\$ -	\$ 264.12
Project Engineer	\$ -	\$ 44.65	\$ 107.84	\$ -	\$ 152.49
Project Manager	\$ -	\$ 69.51	\$ 167.87	\$ -	\$ 237.38
Registered Land Surveyor	\$ -	\$ 47.62	\$ 114.99	\$ -	\$ 162.61
Researcher	\$ -	\$ 36.79	\$ 88.83	\$ -	\$ 125.62
Resident Project Representative	\$ -	\$ 48.24	\$ 116.49	\$ -	\$ 164.73
Senior Designer	\$ -	\$ 61.52	\$ 148.56	\$ -	\$ 210.08
Senior Engineer	\$ -	\$ 52.05	\$ 125.71	\$ -	\$ 177.76
Senior Environmental Specialist	\$ -	\$ 55.69	\$ 134.48	\$ -	\$ 190.17
Senior Planner	\$ -	\$ 45.47	\$ 109.82	\$ -	\$ 155.29
Senior Registered Land Surveyor	\$ -	\$ 58.21	\$ 140.56	\$ -	\$ 198.77
Senior Survey Crew Chief	\$ -	\$ 43.73	\$ 105.62	\$ -	\$ 149.35
Senior Technician	\$ -	\$ 41.45	\$ 100.11	\$ -	\$ 141.56
Staff Engineer	\$ -	\$ 31.84	\$ 76.90	\$ -	\$ 108.74
Staff Planner	\$ -	\$ 23.75	\$ 57.36	\$ -	\$ 81.11
Staff Scientist	\$ -	\$ 24.78	\$ 59.84	\$ -	\$ 84.62
Staff Surveyor	\$ -	\$ 31.68	\$ 76.51	\$ -	\$ 108.19
Survey Crew Chief	\$ -	\$ 32.96	\$ 79.61	\$ -	\$ 112.57
Survey Crew Member	\$ -	\$ 22.88	\$ 55.27	\$ -	\$ 78.15
Technician	\$ -	\$ 25.98	\$ 62.76	\$ -	\$ 88.74



INDIANA DEPARTMENT OF TRANSPORTATION

LPA – Consultant Contract Review Checklist

Version 8/3/18 – LPA

Local Public Agency: City of Westfield, Indiana

Des. No.: 1801433

Project Description: 161st Street and Oak Road Roundabout Construction

Consultant Name: American Structurepoint, Inc.

1. Review the contract document:

- a. ☒ Verify that the draft contract is consistent with the latest INDOT boilerplate.
- b. ☒ Verify that the contract description, Des. number and scope of work is within the parameters described in the RFP advertisement and in SPMS.
- c. ☒ Verify that the maximum compensation amount shown on page one matches the amount shown in Appendix D.
- d. ☒ Verify that Section 23 of the draft contract includes proper addresses for the LPA and for the consultant.
- e. ☒ Verify that the signature page contains the names and titles for either the Board of County Commissioners, City Board of Public Works and Safety or the Town Board, as appropriate.

2. ☒ Verify Appendix “C” of construction inspection contracts indicates the Final Construction Records is to be submitted within 45 days of the contractors last day of work.

3. ☒ Verify the Appendix “D” compensation method is appropriate for the scope of work.

- a. Construction inspection services should be paid for on a negotiated hourly billing rate basis.
- b. Other types of services may be paid for on a lump sum basis, cost plus fixed fee basis, unit price basis or negotiated billing rate basis.
- c. Cost plus percent of cost compensation is not allowed on any consultant contracts.
- d. See the INDOT Professional Services Contract Administration Manual for more information on the compensation methods. The manual is available at:
http://www.in.gov/indot/files/Professional_Services_Contract_Administration_Manual.pdf

4. ☒ Verify the consultant has provided a copy of the lead consultant’s prequalification letter showing their approved overhead rate.

5. Verify the consultant has provided a fee proposal and the fee proposal includes the following:

- a. ☒ Itemization of task elements with estimated hours by employee classification.
- b. ☒ Cost calculations show the overhead rate and profit rate has been applied.

6. Analyze the Consultant Fee Proposal.

- a. ☒ Confirm the task elements are relevant to the scope of work.
- b. ☒ Confirm the proposal does not exceed the Escalation Values for INDOT Consultant Contracts. INDOT uses the Bureau of Labor and Statistics Employment Cost Index (ECI) to determine appropriate escalation values. INDOT's guidelines are available under the Contract Compensation Information section at: <http://www.in.gov/indot/2730.htm>.
- c. ☒ Confirm the overhead rate used in the fee proposal is consistent with or lower than the rate shown in the consultant's prequalification letter.
- d. ☒ Confirm, to the extent possible, major task element and overall cost totals are not excessive.

7. If the contract is for Construction Inspection, is an Engineer's Assignment letter attached?

- a. ☐ Not Applicable
- b. ☒ Engineer's Assignment is attached.

ERC Signature: _____ Date: _____

Printed Name: _____



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N758-PQ
Indianapolis, Indiana 46204

PHONE: (855) 463-6848

Eric Holcomb, Governor
Michael Smith, Commissioner

June 02, 2022

Prequalification Section
(317) 232-5094

Cash Canfield
American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, IN 46240

Re: Consultant Prequalification

Dear Cash Canfield:

The Consultant Prequalification Financial Update Application submitted on 5/23/2022 has been reviewed by this office. Your firm has been prequalified to provide consulting services to the Indiana Department of Transportation (INDOT) in the work groups listed on the attached Work Type Certification, effective 06/01/2022. This approval supersedes any previous approval for prequalification, but is subject to revision or modification in accordance with the most current edition of the INDOT Consultant Prequalification Manual. Your Financial approval will expire on 06/30/2023. Your General/Technical approval will expire on 08/31/2023.

Your Firm's annual contracting capacity for the CPA Audit Level is \$100,060,472.00 for the fiscal period that ended on 12/31/2021. Your firm was approved for this financial level as notified separately by the External Audit Section. The requested and approved financial level determines the firm's service limitations as stated in the INDOT Consultant Prequalification Manual. Consultant firms must submit their annual financial application within 180 calendar days of the end of each fiscal year.

You are required to submit a modification application in the event of any changes in firm ownership, firm address, form of business entity under which the firm operates, manpower significant enough to affect the firm's qualifications or capacity (or operations of laboratories, facilities, etc.), financial status (such as filing for bankruptcy), or any other change which affects an element INDOT considers when prequalifying a consultant. The Consultant must notify INDOT within 15 days of any change in the information provided in its Prequalification Application and to submit a modification application in a timely manner. Failure to submit a modification application within 15 days after the initial notification will result in the loss of the Consultants Prequalification Status.

Please contact Mr. John Leming, Consultant Prequalification Research Analyst at 317-234-4917 if you have any questions on this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "John A. Leming", is written over a horizontal line.

John A. Leming
Prequalification Research Analyst

cc: Prequalification File
External Audit

Prequalified Work Type Certification

Issued By

Indiana Department of Transportation

Date Printed: 06/02/2022

American Structurepoint, Inc.**Valid Work Groups****Effective:** 06/01/2022**Expires on:** 08/31/2023

Work Type Code	Work Type Description	Qualifying Person(s)
1.1	Systems Planning	Stastny, Andrew J
2.1	Traffic Data Collection	Shah, Hardik R
2.2	Traffic Forecasting	Shah, Hardik R
3.1	Non-Complex Traffic Capacity and Operations Analysis	Shah, Hardik R
3.2	Complex Traffic Capacity and Operations Analysis	Shah, Hardik R
4.1	Traffic Safety Analysis	Shah, Hardik R
5.1	Environmental Document Preparation - EA/EIS	Hope, Briana M
5.2	Environmental Document Preparation - CE	Hope, Briana M
5.3	Environmental Document Preparation - Section 4(f)	Hope, Briana M
5.4	Ecological Surveys	Hope, Briana M
5.5	Wetland Mitigation	Hope, Briana M
5.6	Waterway Permits	Hope, Briana M
5.8	Noise Analysis and Abatement Design	Walker, Kaitlynn
5.13	ESA Screening and Phase I ESA	King, Michael A
5.14	Phase II ESA and Further Site Investigation/Corrective Action	King, Michael A



Work Type Code	Work Type Description	Qualifying Person(s)
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6.1	Topographic Survey Data Collection	Douglas, Jeffrey Hood, John N
8.1	Non-Complex Roadway Design	Canfield, Cash E
8.2	Complex Roadway Design	Canfield, Cash E Zielinski, Richard J
8.3	Roundabout Design	Balog, Jeremiah S
9.1	Level 1 Bridge Design	Cummins, Ryan M Day, David A
9.2	Level 2 Bridge Design	Cummins, Ryan M Day, David A
10.1	Traffic Signal Design	Shah, Hardik R
10.2	Traffic Signal System Design	Shah, Hardik R
10.3	Complex Roadway Sign Design	Shah, Hardik R
10.4	Lighting Design	Schneider, Elizabeth M
11.1	Right of Way Plan Development	McGill, Tracy L Stapleton, Jessica L
12.1	Project Management for Acquisition Services	Tennancour, Sylvia "Skip" J
12.2	Title Research	Brewer, Dale J
13.1	Construction Inspection	Dubyel, Joe Machala, David P
14.1	Regular Bridge Inspection	Cummins, Ryan M
14.2	Complex Bridge Inspection	Cummins, Ryan M
14.4	Small Structure and Miscellaneous Structure Inspections	Cummins, Ryan M Day, Derrek W
14.5	Bridge Load Capacity Rating & Other Bridge Analysis/Testing	Cummins, Ryan M



Work Type Code	Work Type Description	Qualifying Person(s)
16.1	Utility Coordination	Stetzel, James
17.1	Drainage Design for Driveway Permits	Murphy, Nicholas
17.2	Small Structure and Pipe Hydraulic Design	Stout, Todd
17.3	Storm Sewer and Detention Design	Stout, Todd
17.4	Bridge Hydraulic Design	Cummins, Ryan M Day, Derrek W
18.1	Pavement Analysis-Design Services	Maurovich, Michael J

cc: Prequalification File

An Equal Opportunity Employer


John A. Leming
Prequalification Research Analyst



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N749
Indianapolis, Indiana 46204

Eric Holcomb, Governor
Joe McGuinness, Commissioner

June 16, 2021

Scott S. Scoville, CFO
American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, IN 46240

Dear Mr. Scoville:

We have performed a cognizant review of the examination, and supporting workpapers, of the Indirect Cost Rate of American Structurepoint, Inc. as presented in the Statement of Direct Labor, Fringe Benefits, and General Overhead for the year ended December 31, 2020 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The audit was performed by the independent CPA firm Somerset CPAs. The CPA represented that the audit was conducted in accordance with the *Government Auditing Standards*, as promulgated by the Comptroller General of the United States of America, and the audit was designed to determine that the indirect cost rate was established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. Our cognizant review was performed in accordance with the *AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates*.

In connection with our cognizant review, nothing came to our attention that caused us to believe that the examination, supporting workpapers for the Indirect Cost Rate, and the related Accountant Report we reviewed, did not conform in all material respects to the aforementioned regulations and auditing standards.

Accordingly, we recommend acceptance of the following rates:

Indirect Cost Rate: 179.92%
Facilities Capital Cost of Money (FCCM) Rate: 0.43%

Sincerely,

Augusta Wea

Augusta Wea
External Audit

Example Engineer Assignment letter
(Should be printed on LPA's letterhead)

June 28, 2021

Ms. Cassandra Hudson
Local Program Director
INDOT Greenfield District
32 South Broadway
Greenfield, Indiana 46140

Re: Des. No.: 1801433
Project Location: 161st Street and Oak Road Roundabout Construction

Dear Ms. Hudson,

David Machala, who is an employee of **American Structurepoint, Inc.** is hereby designated full time Resident Project Representative for the construction of the above referenced subject. It is understood that in this capacity, the designated individual will be in full time direct control of the project, and will follow the established procedures of the Indiana Department of Transportation (INDOT) in the discharge of these duties and will be working under the supervision of the INDOT District Area Engineer and will look to that office for advice and instruction.

The Project Representative will utilize the services of the following personnel:

1. Tony Jenkins, Inspector
2. Joe Dubyel, Project Manager

who are employed by above named Firm in accomplishing the overall supervision of this project. The testing equipment shall be provided by the named Firm as required.

We shall maintain all books, documents, paper, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment. The Federal Highway Administration, the State of Indiana, or other authorized representatives of any unit providing funding for the project shall be furnished copies thereof if requested.

Sincerely,

LPA Employee in Responsible Charge

Date



Board of Works

Andy Cook
Larry Clarino
Jim Ake

Clerk Treasurer

Cindy J. Gossard

September 09, 2022

Karla Hamilton
CC&T Construction Inc.
5051 Prospect Street
Indianapolis, IN 46203

Subject: ADA Curb Ramp Construction / Replacement

Dear Ms. Hamilton,

Congratulations! You have been awarded the ADA Curb Ramp Construction / Replacement Project in Westfield, Indiana. Your September 02, 2022 bid of \$67,443.00, was accepted by Johnathon Nail on behalf of the Board of Public Works and Safety on September 08, 2022. A formal contract will be sent for signatures in advance of contract approval by the City of Westfield Board of Public Works on September 28, 2022. I will be contacting you shortly to set up a pre-construction meeting. Please contact me at (317) 439-6602 or cdmills@westfield.in.gov if you have any questions. I look forward to working with you and your firm on this exciting project for the citizens of Westfield.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad Mills".

Chad Mills
Senior Project Manager

cc: file

Public Works Department

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

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

WEINTRAUT & ASSOCIATES, INC.

September 13, 2022

John Nail
2728 East 171st Street
Westfield, Indiana

Re: State Road 32 Reconstruction Mitigation, Westfield, Hamilton County, Indiana

Dear Mr. Nail:

W&A proposes the following scope of work for the above referenced project that includes photo documentation of the Stultz-Stanley House and Westfield Historic District, updates for the Westfield Historic District National Register Application, and the content and design for no more than eight interpretative signs or plaques.

The objective of this task is to complete the following tasks in accordance with the conditions under which the certificate approval was granted to the City of Westfield and the Indiana Department of Transportation, to alter the Westfield Historic District and demolish or remove historic structures at 101, 102 and 103 S. Union Street and 111 E. Main Street to reconstruct State Road 32 in Westfield, Hamilton County. The conditions approved by the Indiana Division of Historic Preservation and Archaeology are as follows:

- 4. *Photo Documentation:*** *Prior to the commencement of project activities, INDOT/City of Westfield and/or its representatives shall photo document the structures and streetscapes within the project areas of Westfield Historic District and the Stultz-Stanley House according to the Indiana Department of Natural Resources- Division of Historic Preservation and Archaeology Minimum Architectural Documentation Standards.*
 - a. INDOT/City of Westfield and/or its representatives shall ensure that this photo-documentation shall be prepared by a Secretary of the Interior qualified professional in accordance with the Indiana Department of Natural Resources — Division of Historic Preservation and Archaeology Minimum Architectural Documentation Standards.*
 - b. INDOT/City of Westfield and/or its representative shall submit digital images and any required photograph logs, supporting documentation, or available historic photographs of the structures and streetscapes within the Westfield Historic District to the DHPA for review and approval. If the DHPA responds with recommendations, a good faith effort to accommodate the recommendations will be made. INDOT/City of Westfield and/or its representatives, shall inform DHPA of its response*

and submit any required revisions for DHPA's review and final approval.

- c. INDOT/City of Westfield and/or its representatives shall provide a final copy of the photographic documentation to the DHPA for transmittal to the Indiana State Archives, and a copy to at least one local repository (local historical organization, library, or local government agency) that is willing to accept the documentation and make them available indefinitely for research.*
- 7. *Westfield Historic District National Register of Historic Places Nomination:*** *If, due to changes caused by this undertaking, the DHPA determines that the existing Westfield Historic District nomination form requires official revisions, or, if the district would no longer be eligible for listing in the National Register of Historic Places (National Register) with its current boundaries, INDOT/City of Westfield shall fund the preparation of additional documentation, or a revised National Register nomination application nominating portions of the existing Westfield Historic District and other contiguous areas of the City that INDOT/City of Westfield that the DHPA believe qualify for listing in the National Register and that match the themes of the original nomination.*
- a. INDOT/City of Westfield shall ensure that the additional documentation package or the NRHP nomination application is completed by a Secretary of the Interior qualified professional. If the NRHP nomination application preparation is not undertaken directly by INDOT/City of Westfield, INDOT/City of Westfield shall provide funding to a consultant for activities performed in preparation of the additional documentation or application. INDOT/City of Westfield and/or its consultant shall prepare and submit the first draft of the additional documentation or application to the DHPA within two years of the project's construction letting.*
 - b. The qualified professional shall contact the National Register Survey and Registration staff at the DHPA prior to beginning work on the National Register additional documentation submission, or nomination application if applicable, to discuss the National Register process and expectations for completion of the documentation or application and to verify the National Register eligibility and boundaries of the property.*
 - c. If a new National Register nomination will be prepared which would include properties not previously listed in the Westfield Historic District, and prior to sending the nomination application to the DHPA, INDOT/City of Westfield shall publicize and hold a public meeting for the purpose of informing property owners and residents in any newly nominated portions of the proposed district and other interested persons about the National Register and application process.*
 - d. Photographs of the district that are required to be included in the NRHP additional documentation package or nomination application shall be taken by the qualified professional preceding the submission of the application to the*

DHPA, and all such photographs shall be taken either before the commencement of construction of this project or after the completion of this project.

- e. INDOT/City of Westfield and/or its consultant shall be responsible for revising the National Register documentation package or nomination application to address revisions requested by DHPA, the Indiana Historic Preservation Review Board, and/or the National Park Service (“NPS”).*
- f. INDOT/City of Westfield's obligation to prepare additional documentation or the National Register nomination application shall be considered satisfied when the DHPA notifies INDOT/City of Westfield and/or its consultant that the application is complete and has been accepted by the NPS.*
- g. Per NPS guidelines, if a new nomination is prepared, and a majority of property owners of any newly nominated portion of the Westfield Historic District object to the revision of the Westfield Historic District and the addition of / reduction of property to the district, INDOT/City of Westfield's commitment to fund or produce a nomination application will be deemed complete.*

*I. **Interpretative Signage:** INDOT/City of Westfield shall fund the manufacture and the installation of signage or plaques at the boundaries of the Westfield Historic District that identify the district and up to eight additional signs or plaques within the Westfield Historic District. The locations of the additional signs or plaques within the Westfield Historic District will be determined by the Advisory Team. INDOT/City of Westfield or its representatives shall submit the design, text and graphic content of the signs or plaques to the Advisory Team for review and approval. If the Advisory Team responds with recommendations, a good faith effort to accommodate the recommendations will be made. Content, graphic design, and final design plans for the signs or plaques will be provided to the Advisory Team for their records.*

Deliverables

- Photo documentation of the exterior and streetscapes associated with the project area as it relates to the Stultz-Stanley House and the Westfield Historic District;
- Revised Westfield Historic District Application;
- Design and content for no more than eight (8) interpretative signs or plaques.

Coordination

- All work efforts will be coordinated through Owner's representative.

Assumptions for Photo Documentation:

- Notice to proceed will occur after leaves have fallen in the fall and before March;
- The original streetscapes and the relationship of buildings within that landscape shall be documented photographically;
- No interior photos will be required; and
- One round of revisions.

Assumptions for revised National Register Application (per conversation with DHPA):

- Worse case: boundary will change but district will remain eligible;
- Photographs will need to be taken of changes to district, not of whole district;

- Map will need to be revised;
- New boundary description and justification will need to be written;
- Revised list of contributing and non-contributing properties will need to be prepared.

Assumptions for Interpretative Signs:

- Kick-off meeting and comment period will provide basis for the design (plaque versus sign) of the interpretative signs;
- Specific research/data checking of information provided by the residents will be necessary as part of due diligence (not to exceed eight hours) – additional time shall be considered out of scope;
- Research shall include: photographic research at the local repositories; collection of the photographs provided by local residents – no more than 8 images;
- Release forms for images will be procured from individuals and institutions (as necessary) and will become part of the documentary record;
- No time individual interviews or research sessions with stakeholders;
- One round of revision after City's review;
- At 60 to 75 percent completion, the Advisory Committee and the Indiana Division of Natural Resources/ Division of Historic Preservation and Archaeology (DHPA) will have a 30-day review comment period that will be the opportunity to comment on the layout and specific images and text; changes to those items previously agreed upon (and not previously commented upon) will be considered out-of-scope and the subject of a supplemental;
- Requested changes after the 60 to 75 percent completion submittal will be considered out of scope and the subject of a supplemental.

Activities Associated with Photo Documentation:

- Take photographs;
- Prepare written documentation;
- Submit to the City for review;
- Make any requested revisions;
- Submit to DHPA for review;
- Make revisions (one round of review only);
- Submit final to DHPA.

Activities Associated with Revised National Register Application:

- Consult with DHPA (to be certain that the reviewer still maintains the same point of view);
- Conduct a field reconnaissance to ascertain boundaries of proposed district and assemble list of property owners within district;
- Attend/make presentation to property owners at a public meeting;
- Take photographs after project construction;
- Establish boundaries;
- Prepare revisions for the NRHP application form;
- Submit application form to (IDNR/DHPA);
- Make revisions requested from the technical review of the IDNR/DHPA;
- Make revisions requested per the substantive review of the IDNR/DHPA;

- Make any revisions requested by the National Park Service prior to acceptance

Activities Associated with Interpretative Signage:

- Moderate a kick-off meeting with Advisory Committee to discuss format of signs/plaques;
- Collect images for signs;
- Research any additional information;
- Write text;
- Secure releases/permissions for use;
- Design panels based on site location;
- Attend/make presentation to Advisory Committee;
- Submit at 60 to 75% for review (one round of review only);
- Make reasonable attempt to respond to comments and revisions;
- Submit to the DHPA for final concurrence;
- Prepare design specifications and submit to the City.

Information Supplied by Owner

- See Appendix "B".

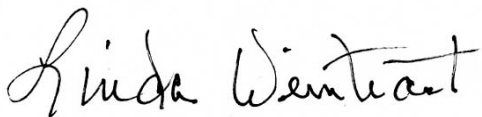
Items Specifically Not Included

- Production and fabrication of signs
- Installation of signs
- Additional meetings
- Additional revisions.

Other work not specifically stipulated above will be subject to a contract addendum or additional task order.

Please feel free to call if you have questions. Thank you for the opportunity to submit this proposal.

Best regards,

A handwritten signature in black ink, reading "Linda Wentz". The signature is written in a cursive, flowing style.

[illegible]



September 9, 2022

Via United States Mail and acook@westfield.in.gov

Mayor Andy Cook
City of Westfield
2728 East 171st Street
Westfield, IN 46074

Re: Waste Management Acquisition of Business of Ray's Trash Service

Dear Mayor Cook:

On August 31, 2022, Waste Management of Indiana, L.L.C. ("Waste Management") acquired the residential, commercial and industrial waste and recycling collection and transfer businesses of Ray's Holdings, Inc. (together with its affiliates and subsidiaries, "Ray's Trash Service").

As part of the transaction, Ray's Trash Service agreed to assign its service contracts to Waste Management and Waste Management agreed to assume these contracts, including the Services Agreement, dated January 1, 2021, between you and Ray's Trash Service (the "Contract"). From your perspective, the only immediate change resulting from the acquisition is that Waste Management will be providing you the services under the Contract instead of Ray's Trash Service.

As you may know, the Contract contemplates that an assignment of the Contract to another entity requires your consent. Therefore, we are requesting an acknowledgement of your consent to such assignment. Please send a countersigned copy of this letter to my attention acknowledging your consent. Additionally, if you continue receiving services under the Contract we will deem that such continued receipt of services acknowledges your consent to such assignment.

By signing this letter or continuing to receive services, you consent to the assignment of the Contract to Waste Management, waive any notice period or other requirement in the Contract with respect to the assignment, and agree that notwithstanding the closing of the acquisition, the Contract will survive and continue in full force and effect without any further action by either party. Your consent will be effective as of the date of this letter or on the date that is 15 days after the date of this letter if you continue to receive services.

[For the near term, we do not anticipate any changes with respect to your services besides the servicing entity, and your existing sales, service, and support contacts will remain generally unchanged. Please continue to use the same communication channels with which you are accustomed unless otherwise notified. If new points of contact within Waste Management are developed with respect to your services, Waste Management will provide notice of those changes as soon as they are implemented.]¹

¹ confirm.

Over the longer term, the trucks and other equipment of Ray's Trash Service, such as waste and recycling containers, dumpsters, and compactor units, eventually will be rebranded to reflect the Waste Management name, logos, colors, and service marks. A change of this size will take time to complete, but you should start to see those changes during 2022. In addition, Waste Management will transition functions such as billing and payments and you will receive invoices and other communications that reflect the Waste Management name rather than Ray's Trash Service. Your business is very important to us, and we will make every effort to ensure this transition is as seamless as possible, and to provide ample advance notice of any changes that may be specific to your community.

North America's Largest Provider of Differentiated Waste Management Solutions

Meeting our customers' environmental goals is Waste Management's number one priority. To serve our diverse customer base, Waste Management has developed North America's largest network of municipal and commercial collection operations, waste transfer stations, and recycling and disposal facilities. These resources, and Waste Management's 45,000+ employees who live and work from coast to coast, allow our customers to meet all their waste management and sustainability needs. The Ray's Trash Service acquisition now brings Ray's Trash Service's high quality, complementary asset network and customer base under Waste Management's proven management team. Waste Management will now serve more customers in more communities. In some areas, we will extend our differentiated waste and recycling solutions to new customers. In others, we will increase the efficiency of our operations by combining resources and best practices. All customers – both old and new – will benefit from Waste Management's financial strength, superior safety record, and outstanding history of performance and environmental compliance. In short, Waste Management's acquisition of Ray's Trash Service will provide you with a more dynamic and financially superior solid waste and recycling solution provider.

We are available as always and encourage you to reach out to me personally or your usual point of contact with any questions. On behalf of all of us at Waste Management, thank you for your business. We look forward to continuing to partner with you on your environmental solutions.

Very truly yours,

Doug Reams, Area Public Sector Manager
48797 Alpha Drive
Wixom, MI 48393

989.239.3646
dreams@wm.com

CC: Doug Reams
Ashley Harper

City of Westfield

By: _____

Date: _____

Name: _____

Title: _____



Board of Works

Andy Cook
Randy Graham
Kate Snedeker

Clerk Treasurer

Cindy J. Gossard

September 1, 2022

Roudebush Grading
Attn: Andy Shoemake
17155 Harger Ct. 46060
Noblesville, IN 46060
andy@roudebushgrading.com

**RE: 16-RSFR-255-330, Notice of Violation- Ordinance 05-30
Chatham Hills Inlet Protection Dumping**

This letter is to serve as a Notice of Violation of the City Ordinance 05-30, Section 11: Discharge Prohibitions and Section 17; Requirement to prevent, control and reduce stormwater pollutants by the use of best management practices. On September 1, 2022 the Westfield Public Works Department was notified about the dumping of sediment into the storm structures (see attached pictures). Upon further investigation it was revealed that the contractor Roudebush Grading was responsible removing the drop inlet protection from multiple curb inlets, however the contractor dumped all the collected sediment back into the storm structures after removal. The impacted utilities have been identified at this time. 20371 Chatham Hills Blvd, 700 Chatham Hills Ct. Lot H1, 20309 Chatham Hills Blvd, 719 Chatham Hills Ct, 39 Old Ashbury Rd, 255 Old Ashbury Rd, 30330 Arbor Creek Dr, 28 Chatham Hills Blvd, 61 Chatham Hills Blvd, 823 Old Ashbury Rd. All structures at these locations need to be cleaned immediately.

There is a \$1,000 fine for each instance or in this case location of structures affected. A total fine of \$11,000 is being charged for the incident. Please note that you have the right to appeal pursuant to Section 25 of Ordinance 05-30.

Public Works Department

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

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

Please feel free to contact me with any questions Wes Rood, Stormwater Coordinator, at wrood@westfield.in.gov.

Sincerely,

Wes Rood
Stormwater Coordinator
City of Westfield Public Works



Public Works Department

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

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



Public Works Department

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

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

Public Works Department

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

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



September 8, 2022

City of Westfield
Attn: Clerk/ Treasurer's Office
2706 East 171st Street
Westfield, IN 46074

RE: Appeal of Notice of Violation

This letter is to serve as an appeal of the notice of violation issued to Roudebush Grading dated September 1, 2022. Roudebush Grading would like to start with an apology for the inconvenience this violation caused. Roudebush Grading was made aware one of its crews removed the dirt from the curb inlet BMP and dumped the dirt into the inlets when they were told to clean the BMP out and remove all material from the inlet. This is not how we operate nor are we proud of this. Roudebush Grading holds their name and employees to a high standard, and this is not something we tell our supervisors or crews to do. Once we became aware of the situation, we immediately pulled a crew off another project and began to clean out all the dirt that was placed in the inlets. The dirt was completely cleaned out and the violation was resolved within 24 hours of it taking place. There was no illicit discharge of dirt or silt to any stream, pond, or waterway.

I would like to ask Westfield to reconsider the fine for the following reasons. Roudebush Grading responded very quickly and had the issue cleaned up and resolved within 24 hours. As a result of the quick clean up no dirt or silt entered the storm pipe nor left the site. Roudebush Grading will continue to improve the education for their employees to ensure this does not happen in the future.

Thank you very much for your time and consideration to this matter.

Sincerely,

Jason Bezy
President of Operations
Roudebush Grading, Inc.
jason@roudebushgrading.com

ROAD IMPACT FEE INSTALLMENT AGREEMENT

Cross Referenced to Instrument No.

Motor Condos, LLC (the "Property Owner") 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: 1516 W Tournament Trail, Westfield, IN 46074

Parcel No: 08-05-33-00-00-009.002

Section 2. **Improvement Location Permit No.:** 23-C-013-977 (the "ILP")

Builder/Contractor: Hannigan Building Company LLC

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 **\$123,065** on September 1, 2022, attached hereto as Exhibit B (22-RIFA-14) (the "Assessed Road Impact Fee"), as part of the Applicant's filed ILP for the Real Estate.
- B. Pursuant to I.C. 36-7-4-1324 the City agrees to installment payments of the Assessed Road Impact Fees as set forth herein.
- C. 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.
- D. Pursuant to I.C. 36-7-4-1324 the City will charge three percent (3%) interest on an annual basis, only on the portion of the impact fee that is outstanding.
- E. Pursuant to I.C. 36-7-4-1324 the City may charge a ten percent (10%) penalty on any installment which is not paid by the payable due date set forth in Section F. This penalty will be assessed only to the installment amount which is overdue and is a one-time charge for that installment. Interest in the amount described in Section D may also be charged on the penalty amount in accordance with I.C. 36-7-4-1324.
- F. 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 October 15, 2023 and every year thereafter, in accordance with the following:

Issuance of ILP:	\$6,153.25
October 15, 2023:	\$25,528.22
October 15, 2024:	\$25,528.22
October 15, 2025:	\$25,528.22
October 15, 2026:	\$25,528.22
October 15, 2027:	\$25,528.22
Total Road Impact Fee:	\$133,794.35

- G. 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 there under.

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.]

Motor Condos, LLC (the "Property Owner")

By: [Signature]

Printed Name: JAMES R. FARMER

Title: MGR

Date: 9/9/2022

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.

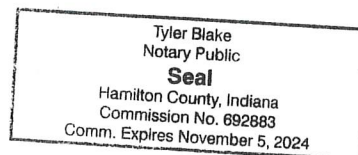
[Signature]
SIGNATURE OF NOTARY PUBLIC

State of Indiana, County of Hamilton, SS:

Subscribed and Sworn before me this 9th day of September, 20 22

Printed Name of Notary Public Tyler Blake

My Commission Expires 11/5/2024



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

**CITY OF WESTFIELD
BOARD OF PUBLIC WORKS & SAFETY**

Larry Clarino

Jim Ake

Andy Cook

ATTEST:

Pat Leuteritz, Office Administrator

Exhibit A
Real Estate

LEGAL DESCRIPTION OF SUBDIVIDED PARENT PARCEL:

LOT 3 OF GRISTMILL CROSSING AS PER SECONDARY PLAT THEREOF AND RECORDED AS INSTRUMENT No. 2019022514 IN PLAT CABINET 5, SLIDE 978 AND REPLATTED AS LOT 3 OF GRISTMILL CROSSING AS PER REPLAT THEREOF AND RECORDED AS INSTRUMENT No. 2020056474 IN PLAT CABINET 5, SLIDE 1176 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

LEGAL DESCRIPTION OF BUILDINGS A,B,C,D,E,G AND OPEN SPACE PARCEL:

A PART OF LOT 3 OF GRISTMILL CROSSING, THE PLAT THEREOF WHICH IS RECORDED AS INSTRUMENT NO. 2014-022514 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CUT "X" ON THE NORTHERN RIGHT-OF-WAY OF WEST TOURNAMENT TRAIL AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 89 DEGREES 19 MINUTES 26 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 3 AND THE NORTHERN RIGHT-OF-WAY OF WEST TOURNAMENT TRAIL 177.09 FEET TO THE EASTERN LINE OF COMMON AREA "A" OF THE MOTOR DISTRICT CONDOMINIUM HORIZONTAL PROPERTY REGIM (H.P.R.) FOR BUILDINGS "D & E" AS PLATTED IN INSTRUMENT NO. 2021071725 FILED IN PLAT CABINET 6, SLIDE 165 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA AND A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 25.00 FEET AND SUBTENDED BY A LONG CHORD BEARING NORTH 14 DEGREES 21 MINUTES 03 SECONDS WEST AND A CHORD LENGTH OF 11.83 FEET; THENCE THE FOLLOWING TWELVE (12) CALLS ALONG THE BOUNDS OF SAID MOTOR DISTRICT CONDMINIUM HORIZONTAL PROPERTY REGIME (H.P.R.) FOR BUILDINGS "D & E": (1) NORTHERLY 11.54 FEET ALONG SAID CURVE; (2) THENCE NORTH 00 DEGREES 39 MINUTES 59 SECONDS WEST 145.50 FEET; (3) THENCE NORTH 04 DEGREES 05 MINUTES 50 SECONDS EAST 90.31 FEET; (4) THENCE NORTH 00 DEGREES 39 MINUTES 59 SECONDS WEST 195.00 FEET; (5) THENCE NORTH 89 DEGREES 20 MINUTES 01 SECONDS EAST 153.00 FEET; (6) THENCE NORTH 00 DEGREES 54 MINUTES 43 SECONDS WEST 116.67 FEET; (7) THENCE NORTH 89 DEGREES 20 MINUTES 01 SECONDS EAST 12.67 FEET; (8) THENCE NORTH 00 DEGREES 39 MINUTES 59 SECONDS WEST 26.67 FEET; (9) THENCE SOUTH 89 DEGREES 20 MINUTES 01 SECONDS WEST 12.17 FEET; (10) THENCE NORTH 00 DEGREES 39 MINUTES 59 SECONDS WEST 111.67 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 20.50 FEET AND SUBTENDED BY A LONG CHORD BEARING NORTH 45 DEGREES 39 MINUTES 59 SECONDS WEST AND A CHORD LENGTH OF 28.99 FEET; (11) THENCE NORTHWESTERLY ALONG SAID CURVE 32.20 FEET; (12) THENCE SOUTH 89 DEGREES 20 MINUTES 01 SECONDS WEST 265.00 FEET; THENCE NORTH 00 DEGREES 39 MINUTES 59 SECONDS WEST 14.49 FEET TO THE NORTH LINE OF SAID LOT 3 OF GRISTMILL CROSSING; THENCE NORTH 89 DEGREES 20 MINUTES 01 SECONDS EAST 304.88 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 00 DEGREES 39 MINUTES 59 SECONDS EAST 731.99 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.003 ACRES, MORE OR LESS.

SUBJECT TO THE DECLARATION OF MOTOR DISTRICT CONDOMINIUM AS RECORDED IN INSTRUMENT NO. 2021051424 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

THIS LAND DESCRIPTION WAS PREPARED BY JAMES FOSTER, RPLS.

Exhibit B

Assessed Road Impact Fee

ROAD IMPACT FEE ESTIMATE

Estimate Request #: 22-RIFA-14
 Assessment Date: 9/1/2022
 Calculations Performed by: Michael Pearce
 (I.C. 36-7-4-1321 and City Ordinance No. 17-43)



Property Information:	
Property Description:	Applicant:
Parcel: 08-05-33-00-00-009.002	Name: Hannigan Building Company, LLC
Address: 1516 W Tournament Trl	Address: 1533 W. Oak Street, Suite 135, Zionsville, IN 46077
Bldg A	Contact: Jim Hannigan, 317-956-4961, jhannigan@hanniganbc.com

Development Information:

Existing: Vacant
Proposed: 14,657 sq ft shopping center
Zoning: Springmill Trails PUD, Gristmill Crossing Commercial Area

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 10th Edition).

Land Use Code:	Shopping Center (820)		
Independent Variable:	14,657	sq ft GFA	
Weighted Trip Average:	37.75	per	1,000 sq ft GFA (average weekday 24-hour 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:

	sq ft GFA	Variable	Trip Average		
Trips:	14,657	/	1,000	x	37.75 = 553.30 24-hour trips
Pass-by Trips:	Average pass-by trip percentage:		34% pass-by trip reduction % (destination land use)		
			188.12 pass-by trips		
Credits:	No structure demolition is proposed		0.00 structure demolition credits		
			Total net trips: 365.18 24-hour trips		

Road Impact Fee: \$ 337 per trip

Road Impact Fee Assessment:						Road Impact Fee Due:
24-hour trips	fee per trip	road impact fee	pass-by trip discount	redevelopment credits		
553.30	x \$ 337	= \$ 186,463	- \$63,397.31	- 0.00	=	\$ 123,065

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.

ROAD IMPACT FEE INSTALLMENT AGREEMENT

Cross Referenced to Instrument No.

NVS Properties 16, LLC (the "Property Owner") 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: 17313 Spring Mill Road, Westfield, IN 46074

Parcel No: 08-09-02-00-00-001.201

Section 2. **Improvement Location Permit No.:** 22-C-024-1285 (the "ILP")

Builder/Contractor: Global Power & Construction, Inc.

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 **\$180,941** on September 12, 2022, attached hereto as Exhibit B (22-RIFA-05) (the "Assessed Road Impact Fee"), as part of the Applicant's filed ILP for the Real Estate.
- B. Pursuant to I.C. 36-7-4-1324 the City agrees to installment payments of the Assessed Road Impact Fees as set forth herein.
- C. 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.
- D. Pursuant to I.C. 36-7-4-1324 the City will charge three percent (3%) interest on an annual basis, only on the portion of the impact fee that is outstanding.
- E. Pursuant to I.C. 36-7-4-1324 the City may charge a ten percent (10%) penalty on any installment which is not paid by the payable due date set forth in Section F. This penalty will be assessed only to the installment amount which is overdue and is a one-time charge for that installment. Interest in the amount described in Section D may also be charged on the penalty amount in accordance with I.C. 36-7-4-1324.
- F. 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 October 15, 2023 and every year thereafter, in accordance with the following:

Issuance of ILP:	\$9,047.05
October 15, 2023:	\$37,533.83
October 15, 2024:	\$37,533.83
October 15, 2025:	\$37,533.83
October 15, 2026:	\$37,533.83
October 15, 2027:	\$37,533.83
Total Road Impact Fee:	\$196,716.20

- G. 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 there under.

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.]

NVS Properties 16, LLC (the "Property Owner")

By: [Signature]

Printed Name: _____

Title: Manager

Date: 9/21/22

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.

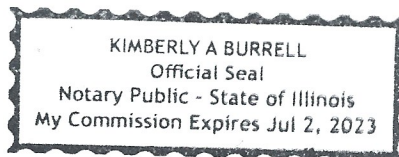
[Signature]
SIGNATURE OF NOTARY PUBLIC

State of Illinois, County of COOK, SS:

Subscribed and Sworn before me this 21 day of September, 2022

Printed Name of Notary Public Kimberly Burrell

My Commission Expires July 2, 2023



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

**CITY OF WESTFIELD
BOARD OF PUBLIC WORKS & SAFETY**

Larry Clarino

Date: _____

Jim Ake

Date: _____

Andy Cook

Date: _____

ATTEST:

Pat Leuteritz, Office Administrator

Exhibit A
Real Estate

LEGAL DESCRIPTION:

BLOCK D IN SPRING MILL VILLAS, REPLAT OF LOTS 2004, 5001-5005 AND C.A. #2, A SUBDIVISION IN HAMILTON COUNTY, INDIANA, AS PER PLAT THEREOF, RECORDED OCTOBER 4, 2019 AS INSTRUMENT 2019048862 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA.

BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK D; THENCE NORTH 89 DEGREES 12 MINUTES 55 SECONDS EAST A DISTANCE OF 384.82 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 26 SECONDS WEST A DISTANCE OF 140.00 FEET; THENCE SOUTH 89 DEGREES 12 MINUTES 55 SECONDS WEST A DISTANCE OF 384.76 FEET; THENCE NORTH 00 DEGREES 14 MINUTES 55 SECONDS EAST A DISTANCE OF 140.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.234 ACRES, MORE OR LESS.

Exhibit B

Assessed Road Impact Fee

ROAD IMPACT FEE ASSESSMENT

Estimate Request #: 22-RIFA-05
 Assessment Date: 9/12/2022
 Calculations Performed by: Weston Rogers
 (I.C. 36-7-4-1321 and City Ordinance No. 17-43)



Property Information:		Applicant Information:	
Property Description:		Name: Chris Horney	
Parcel:	08-09-02-00-00-001.201	Address: 227 W. Monroe Street	
Address:	17313 Spring Mill Road	Suite 5040	
	Westfield, Indiana 46074	Chicago, IL 60606	
		Contact: 312-625-1417	chorney@murphyres.com

Development Information:

Existing: Vacant

Proposed:

11,275 square foot daycare

Zoning: Maple Knoll PUD District

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 10th Edition).

Land Use Code:	Day Care Center (565)		
Independent Variable:	11,275	Square feet	
Weighted Trip Average:	47.62	per	1,000 square feet building (average weekday 24-hour 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:

	square feet building	Variable	Trip Average		
Trips:	11,275	/	1,000	x	47.62 = 536.92 24-hour trips
Pass-by Trips:	Average pass-by trip percentage:		0% pass-by trip reduction %		
			0.00 pass-by trips		
Credits:	No structure demolition is proposed		0.00 structure demolition credits		
		Total net trips:		536.92 24-hour trips	

Road Impact Fee: \$ 337 per trip (effective 01/01/2022 through 12/31/2022)

Road Impact Fee Assessment:							Road Impact Fee Due:
24-hour trips	fee per trip	road impact fee	pass-by trip discount	redevelopment credits			
536.92	x \$ 337	= \$ 180,941	- \$0	- \$0.00	=		\$ 180,941

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.



August 26, 2022

To: Board of Public Works and Safety
From: Chief Joel Rush
Reference: Vehicle trades and disposal

The Westfield Police Department is seeking approval to dispose of the vehicles noted below through dealership trades. The agency will utilize credit received through the disposals to purchase additional public safety vehicles.

<u>Vehicle</u>	<u>VIN</u>	<u>Color</u>	<u>Approximate Mileage</u>
2015 Chevy Tahoe	1GNLC2EC7FR609309	White	106,010
2016 Chevy Tahoe	1GNLCDEC0GR309687	White	93,986
2016 Chevy Tahoe	1GNLCDEC4GR311846	White	89,381
2016 Dodge Charger	2C3CDXKT6GH233599	White	84,257
2017 Chevy Tahoe	1GNLCDEC2HR310261	Silver	93,929
2017 Chevy Tahoe	1GNLCDEC3HR344483	Silver	99,500



**City of Westfield Fire Department
Board of Public Works & Safety Report
August 2022 Report**

Contact: Fire Chief

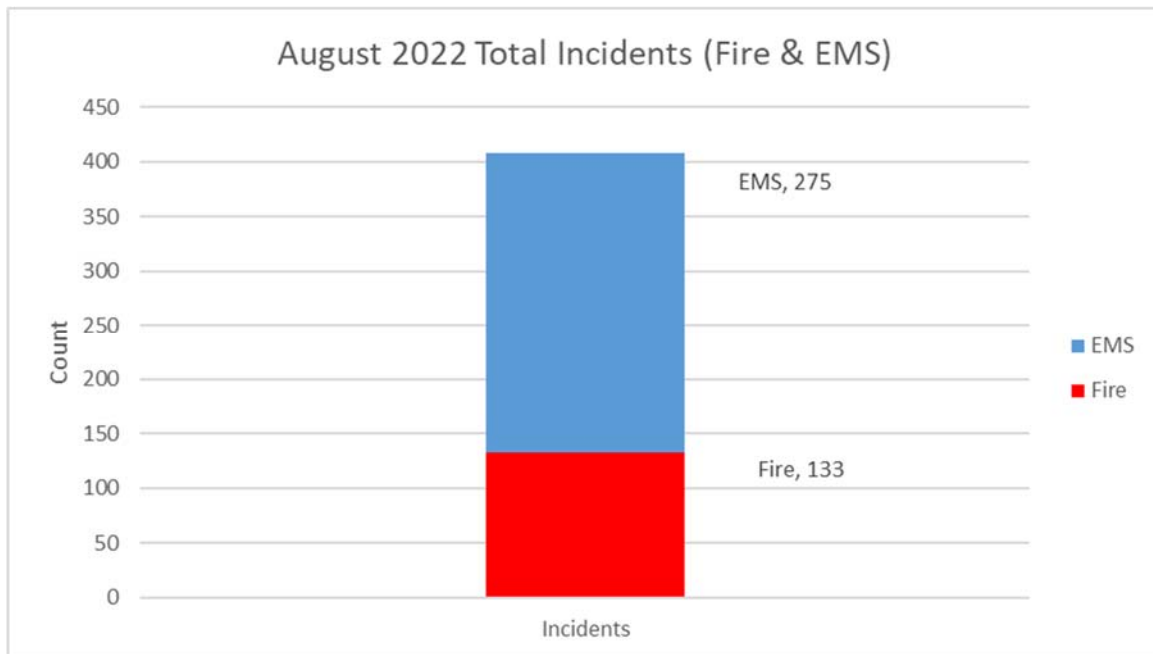
Rob Gaylor

Or Nikki Hartman

804-3304



Westfield Fire August 2022 Incident Statistics



Incident Type	Incident Count	% of total Incident
Fire	133	33%
EMS	275	67%
Total	408	

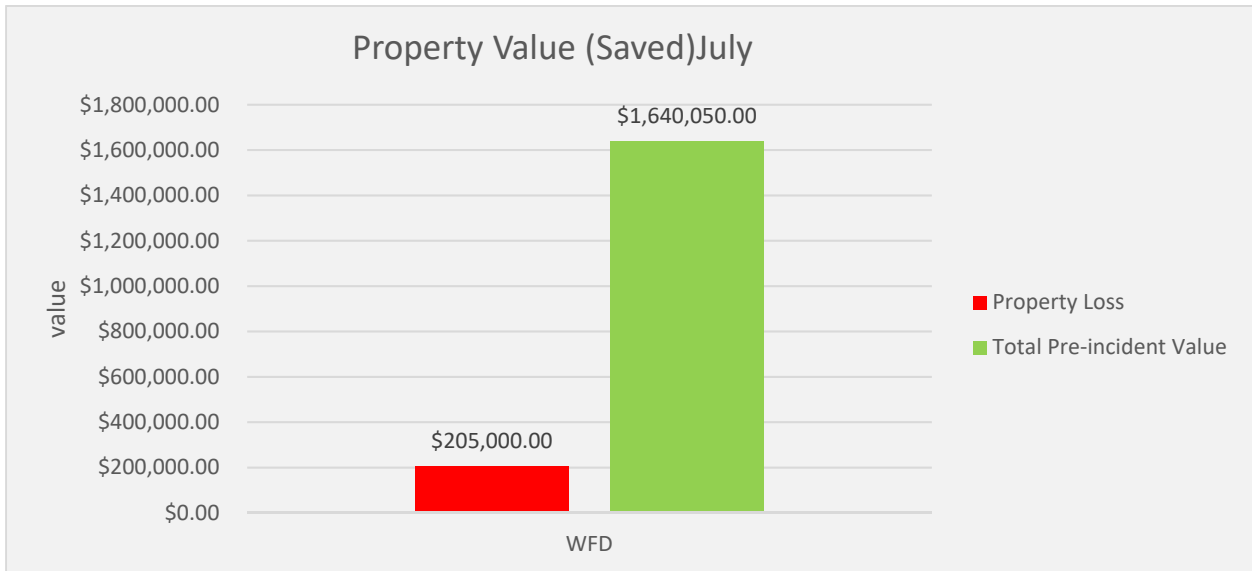
For the year:

Incident Type	Incident Count	% of total Incident
Fire	1,006	31%
EMS	2244	69%
Total	3250	

Noteworthy: out of 280 Ambulance response in August 65 calls were back to back. This has happened 290 times this year.



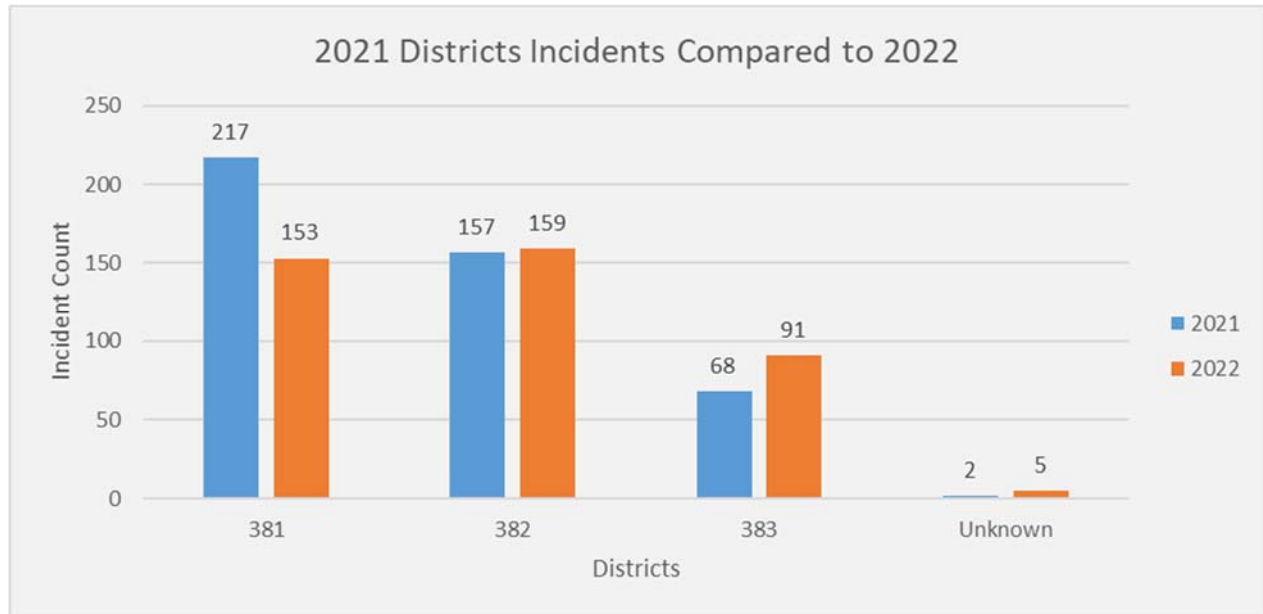
Westfield Fire August 2022 Incident Statistics



Property Loss	Total Pre-Incident Value	% of Property value saved
\$ 205,000.00	\$ 1,640,050.00	87.50%



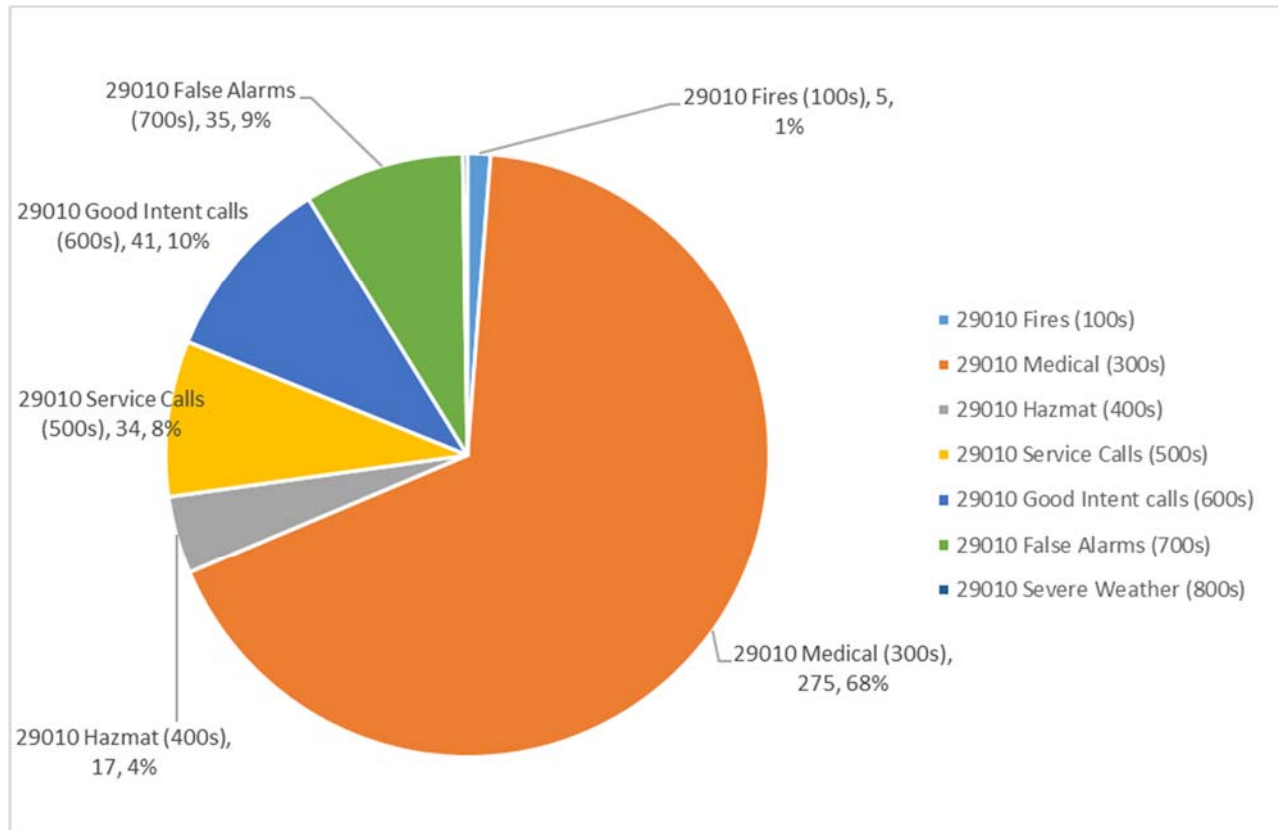
Westfield Fire August 2022 Incident Statistics



District	2021	2022	Increase/ decrease	% increase /%decrease
381	217	153	-64	-29%
382	157	159	2	1%
383	70	96	26	37%
Total	444	408	-36	-8.11%



Westfield Fire August 2022 Incident Statistics

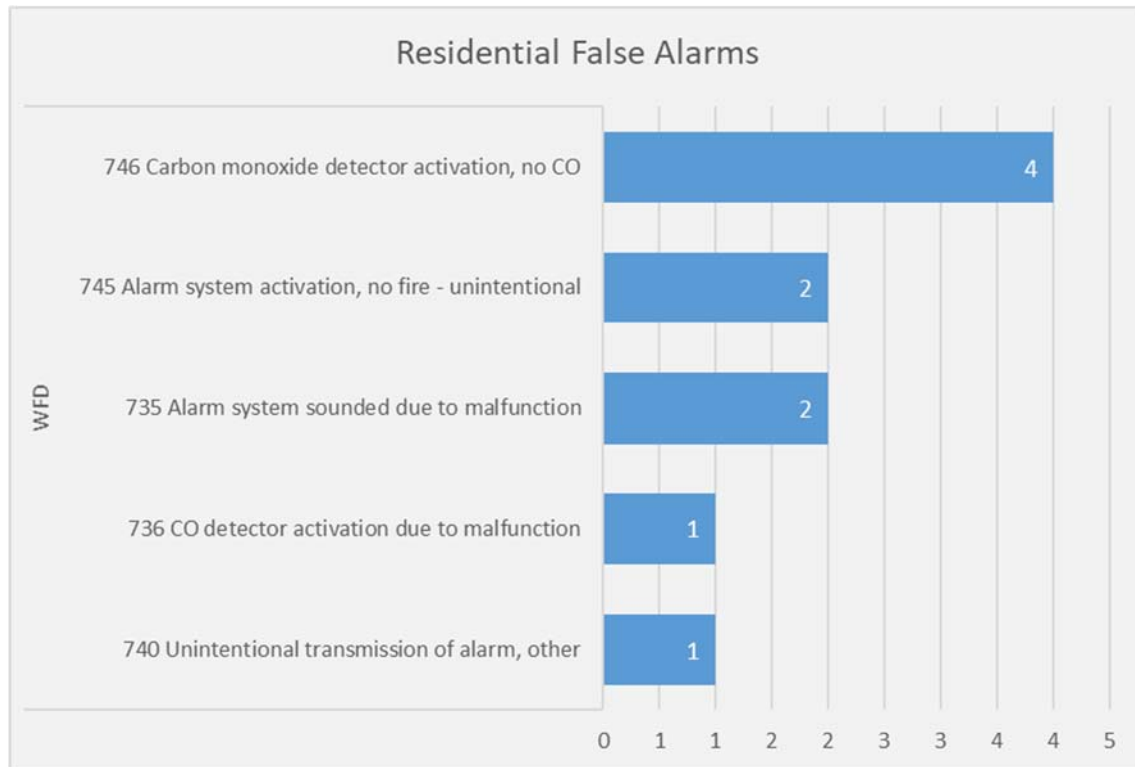


Call Type	Incident Count	% of total calls
Medical	275	67.40%
Good Intent	41	10.05%
Service Calls	34	8.33%
False Alarm	35	8.58%
Hazmat	17	4.17%
Fires	5	1.23%
Severe Weather	1	0.25%
Total	408	



Westfield Fire August 2022 Incident Statistics

False Alarm Calls

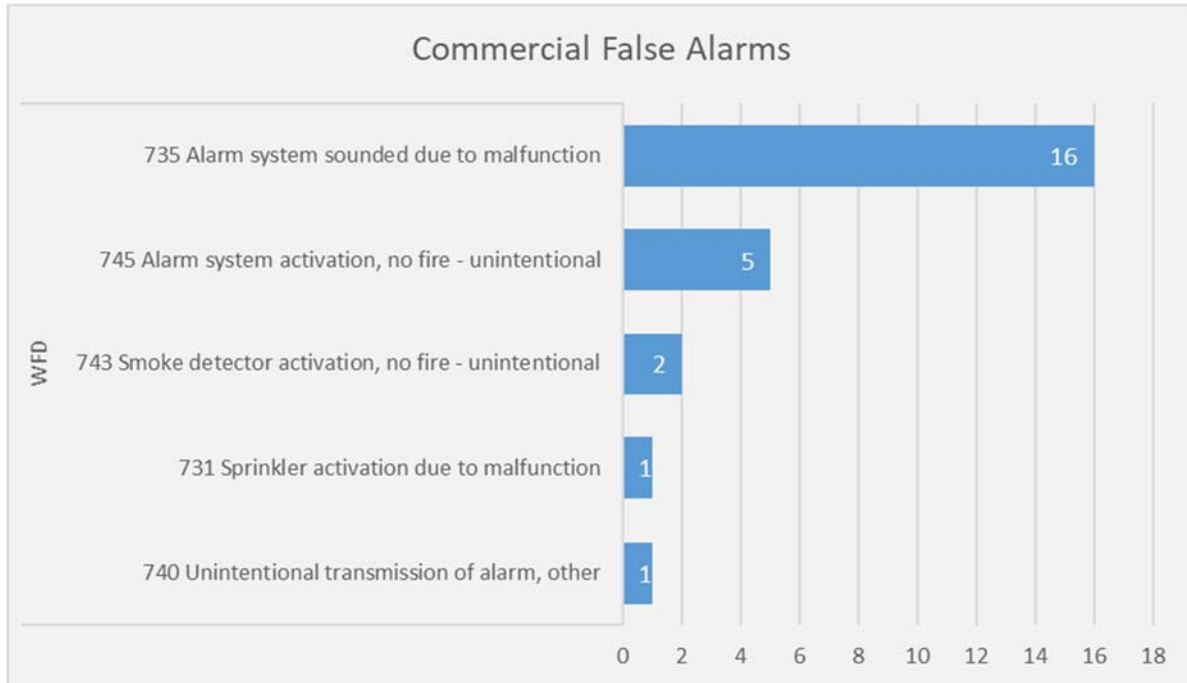


10 Residential Alarms

False Commercial Fire Alarm Calls



Westfield Fire August 2022 Incident Statistics

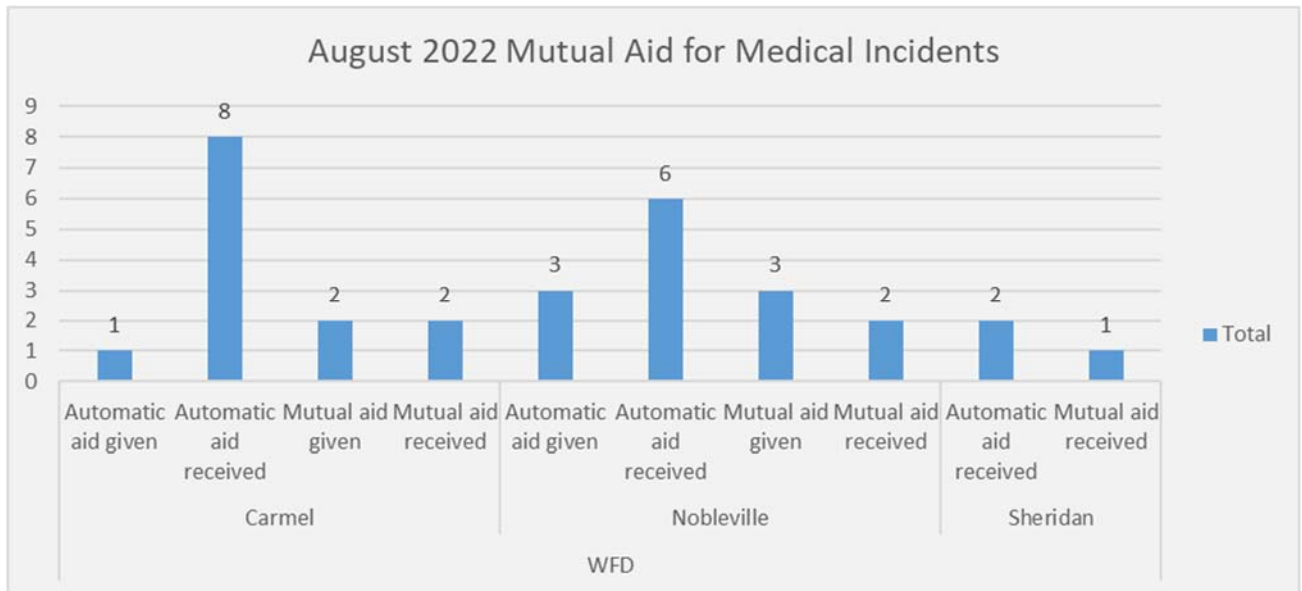


25 Commercial False Alarms



Westfield Fire August 2022 Incident Statistics

Mutual Aid data
EMS



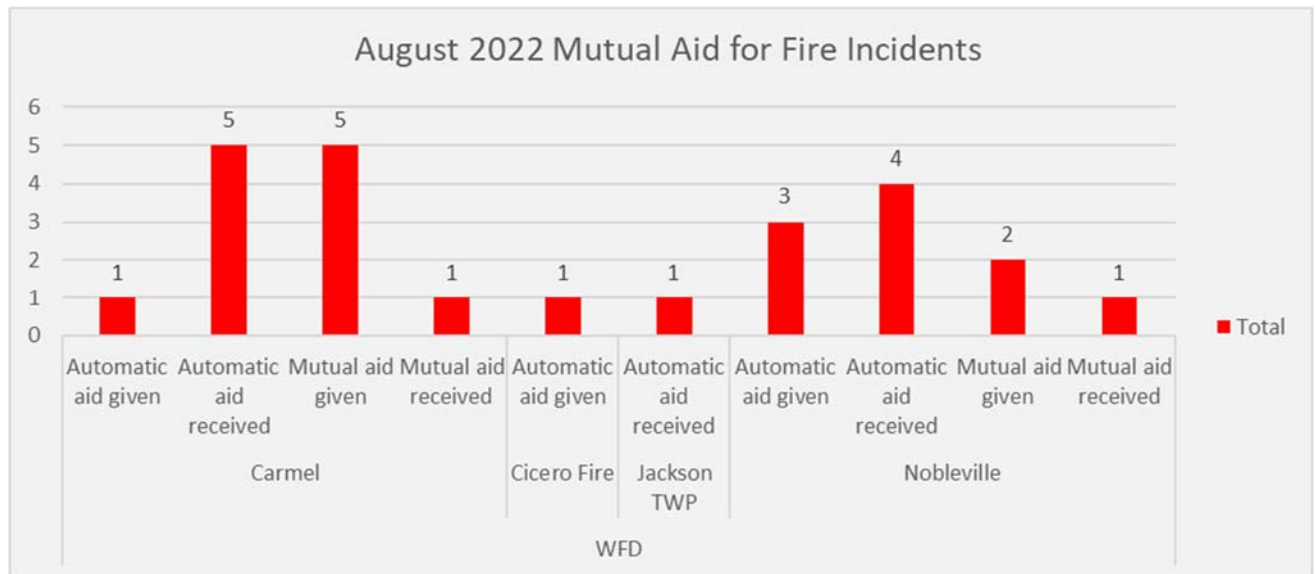
Total 30

	Given	Received
Carmel	3	10
Noblesville	6	8
Sheridan	1	2
Total	10	20



Westfield Fire August 2022 Incident Statistics

Mutual Aid Data Fire Incidents



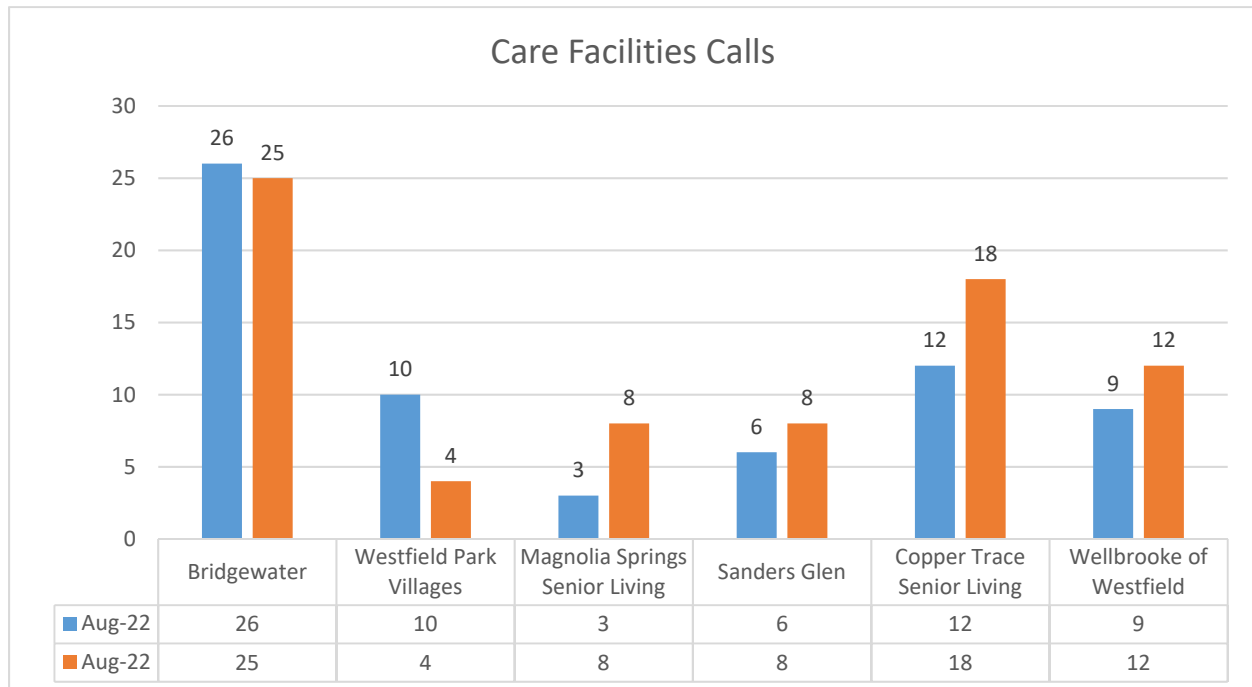
Total 24

	Given	Received
Carmel	6	6
Jackson Twp.	0	1
Noblesville	5	5
Cicero	1	0
Total	12	12



Westfield Fire August 2022 Incident Statistics

Care Facility



		Month	Year To Date
14751 CAREY RD, Carmel	Bridgewater	25	163
776 N union	Westfield Park Villages	4	37
14901 Carey Rd	Magnolia Springs Senior Living	8	44
334 S Cherry	Sanders Glen	8	61
1250 W 146TH ST, Westfield	Copper Trace Senior Living	18	154
937 E 186	Wellbrooke of Westfield	12	80

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

August 2022

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Top Accident Locations	5
Total Accidents by Primary Cause	6
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Westfield Police Department

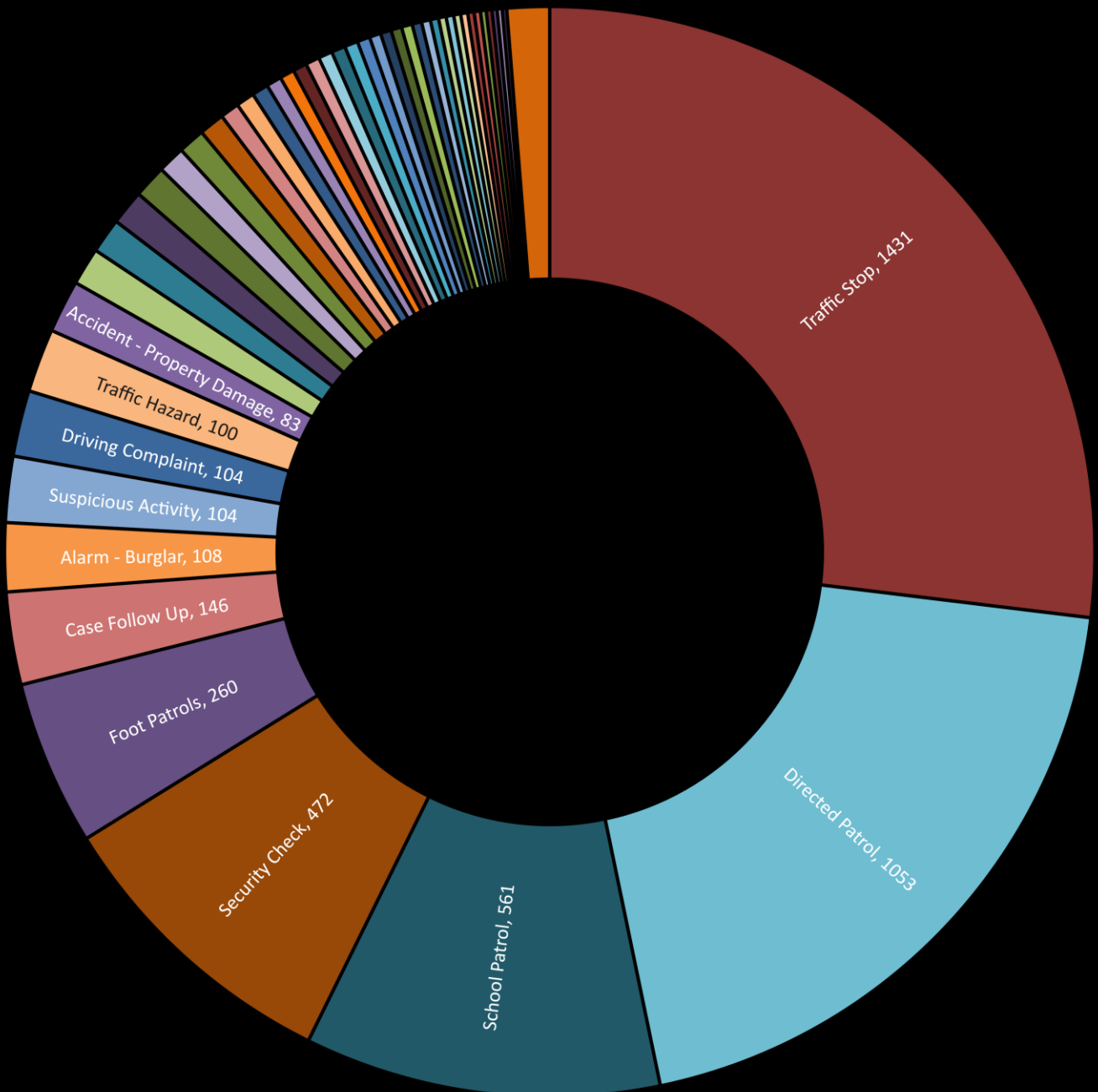
August 2022

Events by Nature

Incident Type	Count	Incident Type Cont.	Count Cont.
911 Hang Up	20	Juvenile Complaint	11
Abandoned Vehicle	10	K9 Detail	0
Abandonment	0	Kidnapping	0
Abuse / Neglect	4	Lock Out	43
Accident - Hit & Run PD	17	Loud Party	2
Accident - Hit & Run PI	1	Mental Emotional - Violent	3
Accident - Other	1	Mental Emotial/Suicide Attempt	1
Accident - Property Damage	83	Mental Person	4
Accident - Personal Injury	21	Miscellaneous	22
Accident - Sinking Vehicle	0	Missing Person	4
Accident - Unknown	3	Missing Person - PLS	0
Accelerator Stuck	1	New Call	0
Active Assailant	1	Nuisance	11
Alarm - Other	0	Ordinance Misc.	17
Alarm - Vehicle	0	Parking Complaint	22
Alarm - Burglar	108	Physical Disturbance	17
Alarm - Hold Up	15	Product Contamination	0
Animal Bite / Attack	9	Reckless Activity	0
Animal Complaint	52	Road Rage	7
Assist Fire	55	Robbery	4
Assist Other Department	22	Runaway	1
Assist Public	40	School Patrol	561
Battery	5	Security Check	472
Bike Patrol	18	Sex Offense	3
Bomb Device Found	0	Shooting	0
Bomb Threat	0	Solicitor	3
Burglary	5	Special Detail	1
Carjacking	0	Stabbing	0
Case Follow Up	146	Suicide	0
Civil Dispute	59	Suspicious Activity	104
Criminal Mischief	24	Suspicious Package	1
Damage to Property	0	Suspicious Person	0
Death Investigation	0	Test	0
Directed Patrol	1053	Theft	30
Disturbance	29	Theft - From a Vehicle	12
Domestic	0	Theft - of a Vehicle	3
Driving Complaint	104	Theft Shoplifter	0
Drug Complaint	10	Threat to Life	8
Drug Lab	0	Threatening Suicide	12
Escort	9	Tow Release	0
Fight	3	Traffic Hazard	100
Firearms Shots Fired	3	Transport	0
Foot Patrols	260	Trespassing	26
Found / Lost Property	13	Traffic Stop	1431
Found Person	2	Unknown Call for Police	0
Fraud Prescription	0	VIN Check	42
Fraud / Deception	23	Wanted	1
Harassment	14	Warrant Service	8
Intoxicated Person	4	Weapons Complaint	3
Investigation	22	Welfare Check	55
Investigative Stop	0	Total	5314

Westfield Police Department
August 2022

Monthly Events by Incident Type
August 2022

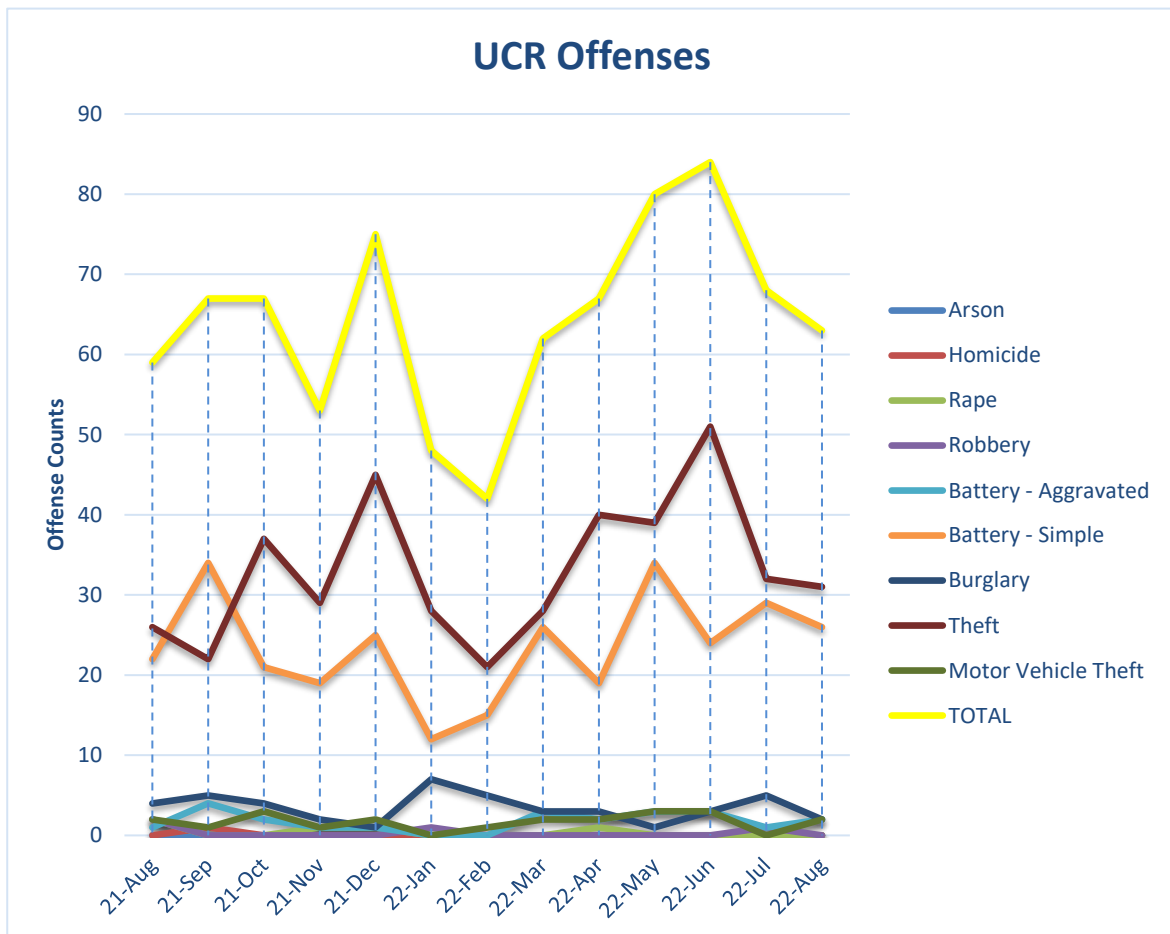


Westfield Police Department

August 2022

UCR OFFENSES

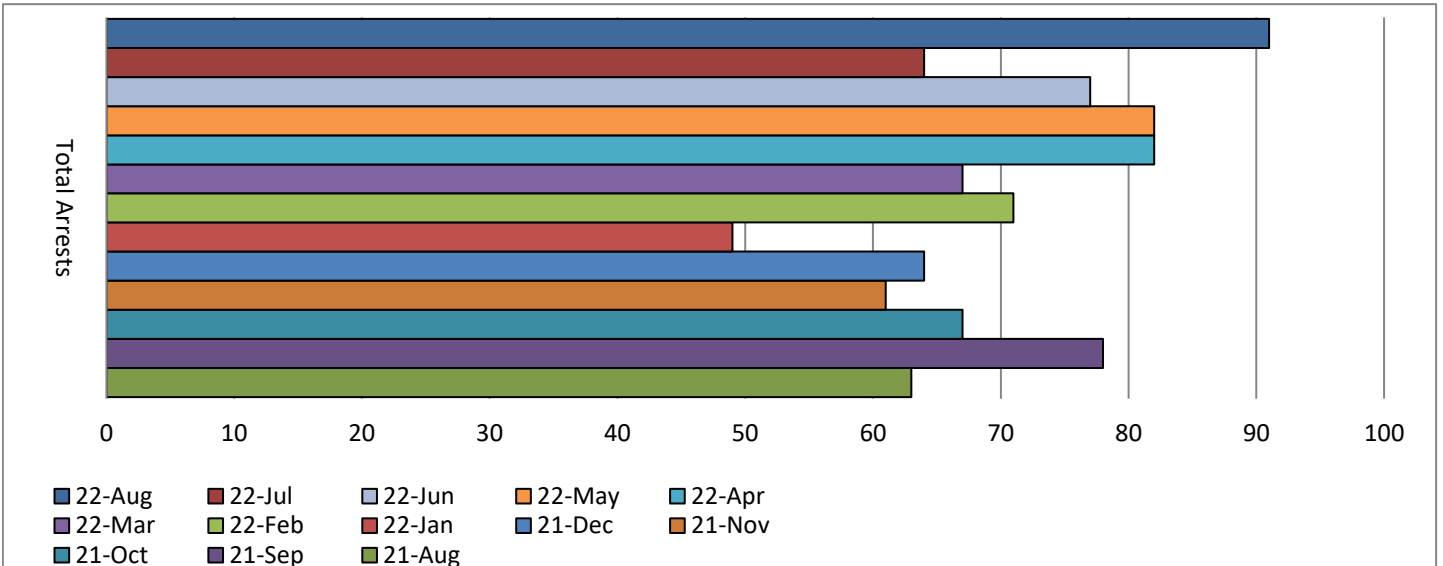
OFFENSE	21-Aug	21-Sep	21-Oct	21-Nov	21-Dec	22-Jan	22-Feb	22-Mar	22-Apr	22-May	22-Jun	22-Jul	22-Aug
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	1	0	0	0	0	0	0	0	0	0	0	0
Rape	2	0	0	1	1	0	0	0	1	0	0	0	0
Robbery	2	0	0	0	0	1	0	0	0	0	0	1	0
Battery - Aggravated	1	4	2	1	1	0	0	3	2	3	3	1	2
Battery - Simple	22	34	21	19	25	12	15	26	19	34	24	29	26
Burglary	4	5	4	2	1	7	5	3	3	1	3	5	2
Theft	26	22	37	29	45	28	21	28	40	39	51	32	31
Motor Vehicle Theft	2	1	3	1	2	0	1	2	2	3	3	0	2
TOTAL	59	67	67	53	75	48	42	62	67	80	84	68	63



Westfield Police Department

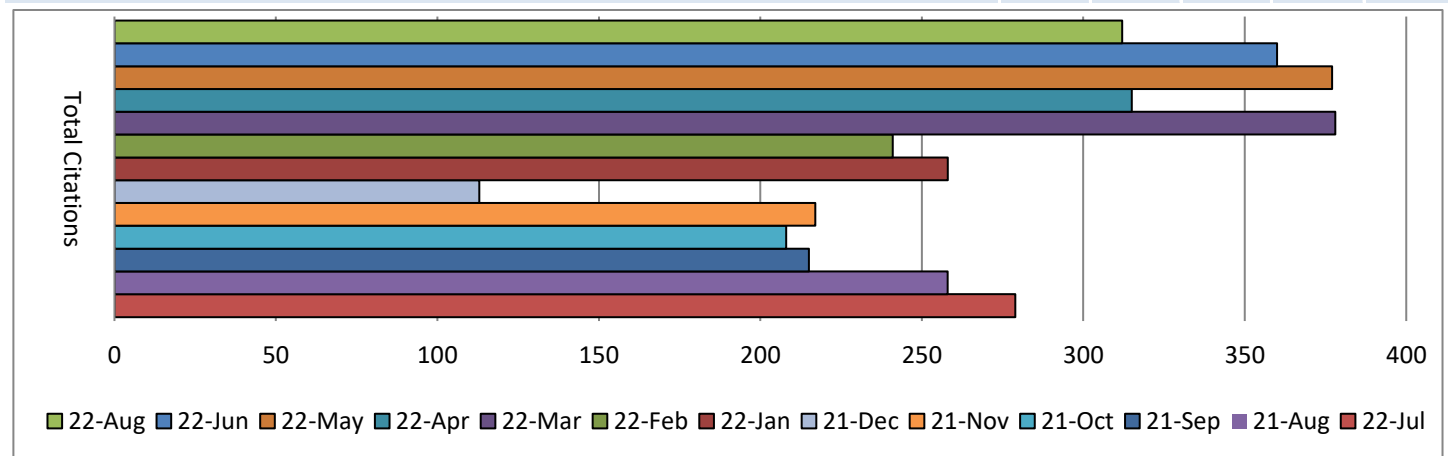
August 2022

Arrest Reports Taken	21-Aug	21-Sep	21-Oct	21-Nov	21-Dec	22-Jan	22-Feb	22-Mar	22-Apr	22-May	22-Jun	22-Jul	22-Aug
Alcohol/ Drug Related	33	28	19	22	28	25	33	26	28	36	39	22	35
Felony Charges	40	32	26	34	26	15	25	24	31	46	41	37	60
Misdemeanor Charges	80	78	83	74	75	67	92	80	95	99	100	68	114
Total Arrests	63	78	67	61	64	49	71	67	82	82	77	64	91



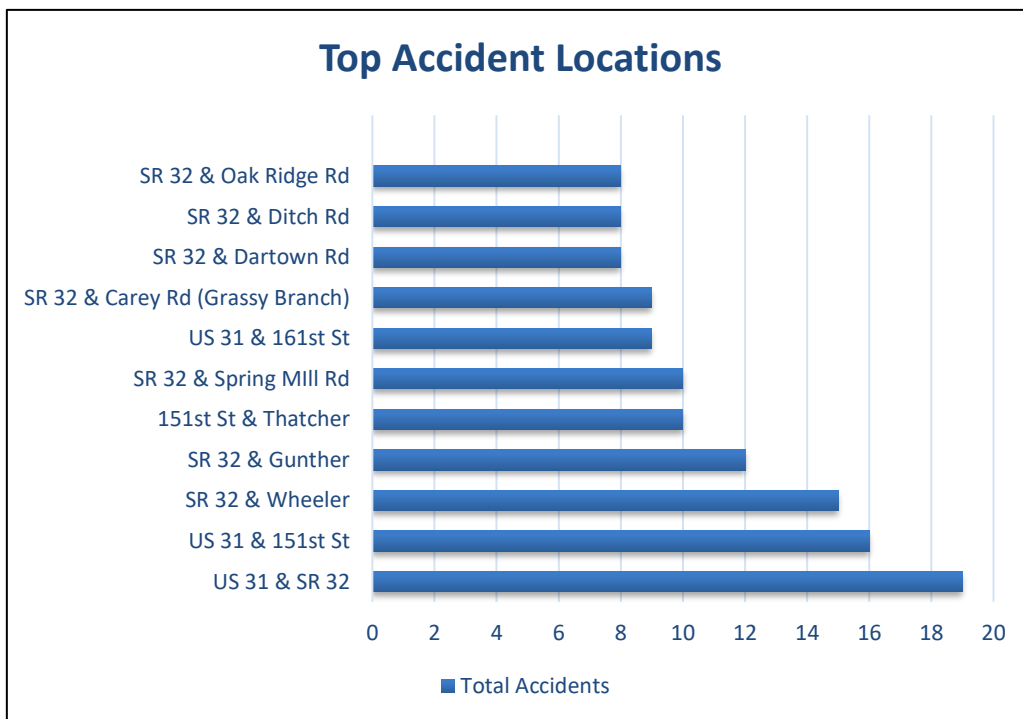
Traffic	21-Aug	21-Sep	21-Oct	21-Nov	21-Dec	22-Jan	22-Feb	22-Mar	22-Apr	22-May	22-Jun	22-Jul	22-Aug
Total Citations	258	215	208	217	113	258	241	378	315	377	360	279	312
Total Written Warning	1158	956	971	1161	788	1225	1225	1476	1178	1309	1218	1090	1442
Total Traffic Accidents	71	69	78	81	84	75	81	62	61	63	96	76	81
Property Damage	60	59	69	76	77	75	68	55	53	55	88	70	66
Personal Injury	11	10	9	5	7	0	13	7	8	8	8	6	15
Fatality	0	0	0	0	0	0	0	0	0	0	0	0	0
Hit and Run*	11	6	15	6	8	10	10	7	6	4	14	9	5

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



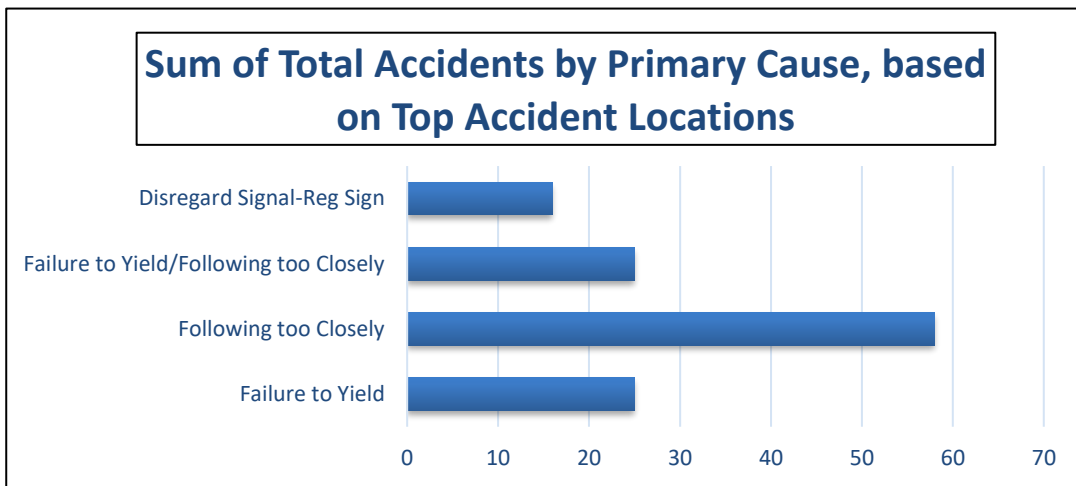
Westfield Police Department
August 2022

Top Accident Locations		
Accident Location	Total Accidents	Primary Cause
US 31 & SR 32	19	Following too Closely
US 31 & 151st St	16	Disregard Signal-Reg Sign
SR 32 & Wheeler	15	Failure to Yield
SR 32 & Gunther	12	Following too Closely
151st St & Thatcher	10	Failure to Yield
SR 32 & Spring Mill Rd	10	Following too Closely
US 31 & 161st St	9	Following too Closely
SR 32 & Carey Rd (Grassy Branch)	9	Failure to Yield/Following too Closely
SR 32 & Dartown Rd	8	Failure to Yield/Following too Closely
SR 32 & Ditch Rd	8	Following too Closely
SR 32 & Oak Ridge Rd	8	Failure to Yield/Following too Closely



Westfield Police Department
August 2022

Primary Cause	Sum of Total Accidents
Failure to Yield	25
Following too Closely	58
Failure to Yield/Following too Closely	25
Disregard Signal-Reg Sign	16



Westfield Police Department
August 2022

Community Events

8/2/22	Jake Laird Community Day / National Night Out
8/5/22	Westfield Washington Schools Rock the Block
8/5/22	Jake Laird Memorial Golf Outing
8/24/22	Student Impact Breakfast



September 28, 2022

Consent Agenda Item:

Performance Bond Acceptance

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

- William Tres, LLC, New Haven, Bond #CIC1905710, \$64,672.30, 8' ROW Asphalt Path
- William Tres, LLC, New Haven, Bond #CIC1905708, \$123,910.60, Erosion Control
- William Tres, LLC, New Haven, Bond #CIC1905709, \$85,048.70, 186th Street Entry Arterial Road & Street Paving
- Community Bible Fellowship Church, Bond #4172867, \$235,945.60, ROW
- Community Bible Fellowship Church, Bond #4172868, \$44,369.60, Erosion Control
- The Redmond Company, Teacher's Credit Union, Bond #7443075, \$91,465.00, Storm Sewer & Erosion Control
- The Peterson Company, Northpoint Lot 2-Driveway Modifications, Bond #30164046, \$48,366.00, Private Street Pavement, Concrete Sidewalk, Asphalt Trail, ROW, & Erosion Control
- Global Power & Construction, Inc., Guidepost Montessori, Bond #2527083, \$79,580.00, Concrete Sidewalks, Storm Sewer & Erosion Control
- Sycamore Glen, Rider to Bond #SU1181657, to increase by \$11,000.00, Storm Crossing – 159th Street Mill & Resurface
- Pulte Homes of Indiana, LLC, Kimblewick by Del Webb, Sections 6A & 6B, Bond #SU1180134, \$157,185.05, Erosion Control
- Clayton Properties Group, Inc., d/b/a Arbor Homes, Monon Corner, Section 2, Bond #6135011514, \$1,152,972.04, Streets/Curbs
- Clayton Properties Group, Inc., d/b/a Arbor Homes, Monon Corner, Section 2, Bond #6135011541, \$132,732.60, Trail/Pathway
- Clayton Properties Group, Inc., d/b/a Arbor Homes, Monon Corner, Section 2, Bond #6135011532, \$51,315.00, Sidewalk
- Clayton Properties Group, Inc., d/b/a Arbor Homes, Monon Corner, Section 2, Bond #6135011523, \$1,111,068.20, Storm Sewer

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:

- Belle Tire Distributors, Inc., Bond & Rider #285061360, \$213,057.90, Soil Erosion, Storm Drainage, Structures, & Paving at 17525 Austrian Pine Way
- Wood Wind Residential, LLC, Wood Wind South, Section 1, LOC #6264885-82, \$22,218.00, 8' Concrete Path w/ADA Ramps
- Wood Wind Residential, LLC, Wood Wind South, Section 1, LOC #6264885-83, \$15,907.00, Common Area Sidewalks
- Wood Wind Residential, LLC, Wood Wind South, Section 1, LOC #6264885-81, \$322,362.00, Storm Sewer & SSD
- Wood Wind Residential, LLC, Wood Wind South, Section 1, LOC #6264885-80, \$72,955.00, Street Asphalt Paving Surface Coat, 2' Stone Shoulder & Striping
- Chatham Hills, LLP, Chatham Commons West Infrastructure, Bond #3018596, \$22,000.00, Erosion Control
- Beazer Homes of Indiana, West Rail at the Station, Section 3, Bond #60132932, \$72,145.33, Erosion Control
- Freeman Construction Corporation, CharlesTowne at Grand Park Village, Bond #7901026262, \$245,512.58, Erosion Control, Streets, Curbs, Storm Sewers, & ROW
- Platinum Properties Management Company, LLC, Lancaster, Section 8, Bond #3740004, \$3,405.60, Concrete Common Area Walks & Ramps
- Platinum Properties Management Company, LLC, Lancaster, Section 8, Bond #3740005, \$21,243.75, Asphalt Paving – Clean Tac & Surface Coat
- Platinum Properties Management Company, LLC, Lancaster, Section 8, Bond #3740007, \$36,521.10, Storm Sewers – Undercurb SSD
- Platinum Properties Management Company, LLC, Lancaster, Section 8, Bond #3740006, \$108,231.20, Storm Sewers – Pipe Structures
- Platinum Properties Management Company, LLC, Lancaster, Section 8, Bond #3739847, \$23,030.70, Erosion Control

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:

- Belle Tire Distributors, Inc., Bond & Rider #285066862, \$32,308.90, Soil Erosion, Storm Drainage, Structures, & Paving at 17525 Austrian Pine Way
- Howard Asphalt, LLC d/b/a Howard Companies, Wood Wind South, Section 1, Bond & Rider #7901100989, \$2,020.00, 8' Wide Concrete Path & ADA Ramps
- Howard Asphalt, LLC d/b/a Howard Companies, Wood Wind South, Section 1, Bond & Rider #7901100990, \$1,450.00, Common Area Walk
- Howard Asphalt, LLC d/b/a Howard Companies, Wood Wind South, Section 1, Bond & Rider #7901100991, \$6,635.00, Surface, Stone Shoulder, Striping
- D&R Excavating, Inc., d/b/a Earth Resources, Wood Wind South, Section 1, Bond #INC61796, \$29,306.00, Storm Sewer & Subsurface Drains
- Freeman Construction Corporation, CharlesTowne at Grand Park Village, Bond #M7901026262, \$22,319.33, Erosion Control, Streets, Curbs, Storm Sewers, & ROW
- Howard Asphalt, LLC d/b/a Howard Companies, Lancaster, Section 8, Bond #7901100957, \$1,931.25, Asphalt Paving: Local Roadway-Surface Coat Only
- Platinum Properties Management Company, LLC, Lancaster, Section 8, Bond & Rider #4172830, \$2,093.70, Erosion Control

- Weihe Construction, Inc., Lancaster, Section 8, Bond & Rider #7901100960, \$13,160.00, Storm Sewer: Pipe Structures & SSD
- Karns, Inc., Lancaster, Section 8, Bond #BMIJ031151, \$309.60, Concrete Common Area Walks & Ramps

Maintenance Bond Release

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

- **NONE**

Letter of Credit Acceptance

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

- **NONE**

Letter of Credit Release

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

- **NONE**

Cash In Lieu/Development Agreement

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

- Valvoline, LLC – Carey Road & SR32, \$6,581.60, Storm Sewer & Erosion Control

Change Order #3 and Final Justification

1. Mobilization & Demobilization – This is a lump sum pay item. Hence the final contract value matches the bid amount.
2. HMA Patching, Type B - The patching item is estimated quantity based on the existing surface condition at the time of inspection. However, the actual quantity is determined after the milling is completed. Based on the field condition, more patching was necessary as the pavement condition was worse than anticipated after the milling was completed. Hence, more quantity was needed than anticipated contract quantity.
3. Milling, Asphalt, 1 ½ in – The area of the streets that were milled matched the area of the inventory. Hence the final contract value matches the bid amount.
4. Milling, Asphalt, 2 in – The area of the streets that were milled matched the area of the inventory. Hence the final contract value matches the bid amount.
5. Milling, Asphalt, 4 in – The area of the streets that were milled matched the area of the inventory. Hence the final contract value matches the bid amount.
6. Milling, Asphalt, 6 in – A small section of area was milled at 6” in Centennial. Hence the final contract value is slightly higher than the bid amount.
7. HMA, Type B, 64, Surface, 9.5 mm – Several streets required additional asphalt as the existing milled surface was crumbling and swept away. Hence the final contract value is higher than the bid amount.
8. HMA, Type C, 70, Surface, 9.5 mm - The final field quantity was adjusted to meet the contract quantity.
9. HMA, Type B, 64, Intermediate, 19.0 mm – Several streets required additional asphalt as the existing milled surface was crumbling and swept away. Additionally, several spots were ground to a deeper depth in areas to eliminate asphalt failure and replaced with Intermediate asphalt. Hence the final contract value is higher than the bid amount.
10. Asphalt for Tack Coat – The field measure was less than anticipated. Hence less of this quantity was needed.
11. Casting, Valve, Adjust to Grade – The final field quantity matched the contract bid quantity.
12. Maintaining Traffic - This is a lump sum pay item. Hence the final contract value matches the bid amount.
13. Line, Thermoplastic, Solid, White, 4 in - The field measure was slightly more than anticipated. Hence more of this quantity was needed.

14. Line, Thermoplastic, Broken, Yellow, 4 in – The field measure was slightly more than anticipated. Hence more of this quantity was needed.
 15. Line, Thermoplastic, Solid, Yellow, 4 in – The field measure was slightly less than anticipated. Hence less of this quantity was needed.
 16. Transverse Marking, Thermoplastic, Stop Line, 24 in – The field measure was slightly more than anticipated. Hence more of this quantity was needed.
 17. Pavement Message Marking, Thermoplastic, Lane Indication Arrow – The field measure was slightly less than anticipated. Hence less of this quantity was needed.
 18. Snowplowable Raised Pavement Marker, Remove – The final field quantity matched the contract bid quantity.
-
- A1-1. Mobilization & Demobilization – This is a lump sum pay item. Hence the final contract value matches the bid amount.
 - A1-2. Milling, Asphalt, 3 IN - The area of the streets that were milled matched the area of the inventory. Hence the final contract value matches the bid amount.
 - A1-3. HMA, Type B, 64, Surface, 9.5 mm - The final field quantity was slightly higher than the contract quantity. Hence, more of this quantity was needed.
 - A1-4. HMA, Type B, 64, Surface, 12.5 mm - The final field quantity was slightly lower than the contract quantity. Hence, less of this quantity was needed.
 - A1-5. HMA, Type B, 64, Intermediate, 19.0 mm - Several areas were ground to a deeper depth in areas to eliminate asphalt failure and replaced with Intermediate asphalt. Hence the final contract value is higher than the bid amount.
 - A1-6. Asphalt for Tack Coat - The final field quantity matched the contract bid quantity.
 - A1-7. Parking Barrier, Reset - The final field quantity matched the contract bid quantity.
 - A1-8. Line, Paint, Solid, White, 4 IN - The final field quantity matched the contract bid quantity.
 - A1-9. Line, Paint, Solid, Blue, 4 IN - The final field quantity matched the contract bid quantity.
 - A1-10. Pavement Message Marking, Paint, ADA Accessible Handicap Symbol - The final field quantity matched the contract bid quantity.
 - A2-1. Mobilization and Demobilization - This is a lump sum pay item. Hence the final contract value matches the bid amount.
 - A2-2. HMA Patching, Type B, Base, 25.0 mm - The final field quantity was slightly higher than the contract quantity. Hence, more of this quantity was needed.
 - A2-3. Maintaining Traffic - This is a lump sum pay item. Hence the final contract value matches the bid amount.

A2-4. Line, Thermoplastic, Solid, White, 4 IN – This pay item was not needed. Therefore, no quantity is charged to the pay item.

A2-5. Line, Thermoplastic, Solid, Yellow, 4 IN – This pay item was not needed. Therefore, no quantity is charged to the pay item.

A2-6. Pavement Message Marking, Thermoplastic, Lane Indication Arrow – This pay item was not needed. Therefore, no quantity is charged to the pay item.

A2-7. Pavement Message Marking, Thermoplastic, Ped Xing – This pay item was not needed. Therefore, no quantity is charged to the pay item.

CO1 – Jersey Street – subtract 9.5 mm and add 12.5 mm HMA – After milling of Jersey Street, it was discovered that the subgrade was in poor condition and required several undercuts. Due to the poor subgrade condition and the subsequent milling and compaction on the existing subgrade, 3” of 12.5 mm HMA was substituted in for the planned 1.5” of 9.5 mm HMA. This substitution allowed the street to be repaved to the original grade while adding strength to the pavement at a lower cost than adding additional 9.5 mm HMA.

CO2 – Undercuts on Commerce Drive (Common Excavation & Compacted Aggregate No. 53) – This item was added as unsuitable subgrade was discovered after milling on Commerce Drive. As there were no undercut pay items in the contract, this change order added the necessary pay items to remove the unsuitable subgrade and replace with new compacted stone.

CONTRACT QUANTITIES								
2021 Resurfacing								
ID	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	CONTRACTOR BID		CONTRACTOR FINAL		DIFFERENCE
				UNIT PRICES	TOTAL	QUANTITIES	TOTAL	
1	MOBILIZATION AND DEMOBILIZATION	LS	1	\$9,900.00	\$9,900.00	1	\$9,900.00	\$0.00
2	HMA PATCHING, TYPE B	TON	491	\$77.00	\$37,807.00	1,050	\$80,858.47	\$43,051.47
3	MILLING, ASPHALT, 1 ½ IN	SYS	44,607	\$1.22	\$54,420.54	44,607	\$54,420.54	\$0.00
4	MILLING, ASPHALT, 2 IN	SYS	18,252	\$1.69	\$30,845.88	18,252	\$30,845.88	\$0.00
5	MILLING, ASPHALT, 4 IN	SYS	65,330	\$2.18	\$142,419.40	65,330	\$142,419.40	\$0.00
6	MILLING, ASPHALT, 6 IN	SYS	13,595	\$2.99	\$40,649.05	13,747	\$41,103.53	\$454.48
7	HMA, TYPE B, 64, SURFACE, 9.5 mm	TON	12,028	\$79.20	\$952,617.60	12,170	\$963,880.63	\$11,263.03
8	HMA, TYPE C, 70, SURFACE, 9.5 mm	TON	1,049	\$83.57	\$87,664.93	1,211	\$101,205.78	\$13,540.85
9	HMA, TYPE B, 64, INTERMEDIATE, 19.0 mm	TON	12,387	\$67.51	\$836,246.37	13,037	\$880,104.24	\$43,857.87
10	ASPHALT FOR TACK COAT	TON	39.0	\$550.00	\$21,450.00	36.2	\$19,910.00	-\$1,540.00
11	CASTING, VALVE, ADJUST TO GRADE	EA	1	\$300.00	\$300.00	1	\$300.00	\$0.00
12	MAINTAINING TRAFFIC	LS	1	\$6,000.00	\$6,000.00	1	\$6,000.00	\$0.00
13	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN	LFT	11,531	\$1.00	\$11,531.00	11,612	\$11,612.00	\$81.00
14	LINE, THERMOPLASTIC, BROKEN, YELLOW, 4 IN	LFT	440	\$1.50	\$660.00	880	\$1,320.00	\$660.00
15	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN	LFT	8,234	\$1.00	\$8,234.00	8,097	\$8,097.00	-\$137.00
16	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, 24 IN	LFT	9	\$20.00	\$180.00	10	\$200.00	\$20.00
17	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW	EA	8	\$200.00	\$1,600.00	7	\$1,400.00	-\$200.00
18	SNOWPLOWABLE RAISED PAVEMENT MARKER, REMOVE	EA	94	\$20.24	\$1,902.56	94	\$1,902.56	\$0.00
BASE BID TOTAL					\$2,244,428.33		\$2,355,480.03	\$111,051.70

Alternates								
A1-1	MOBILIZATION AND DEMOBILIZATION	LS	1	\$600.00	\$600.00	1	\$600.00	\$0.00
A1-2	MILLING, ASPHALT, 3 IN	SYS	670	\$1.20	\$804.00	670	\$804.00	\$0.00
A1-3	HMA, TYPE B, 64, SURFACE, 9.5 mm	TON	303	\$77.60	\$23,512.80	320	\$24,862.26	\$1,349.46
A1-4	HMA, TYPE B, 64, SURFACE, 12.5 mm	TON	111	\$77.60	\$8,613.60	104	\$8,105.32	-\$508.28
A1-5	HMA, TYPE B, 64, INTERMEDIATE, 19.0 mm	TON	504	\$67.51	\$34,025.04	584	\$39,417.74	\$5,392.70
A1-6	ASPHALT FOR TACK COAT	TON	0.9	\$550.00	\$495.00	0.9	\$495.00	\$0.00
A1-7	PARKING BARRIER, RESET	EA	77	\$20.00	\$1,540.00	77	\$1,540.00	\$0.00
A1-8	LINE, PAINT, SOLID, WHITE, 4 IN	LFT	1,278	\$0.85	\$1,086.30	1,278	\$1,086.30	\$0.00
A1-9	LINE, PAINT, SOLID, BLUE, 4 IN	LFT	54	\$1.50	\$81.00	54	\$81.00	\$0.00
A1-10	PAVEMENT MESSAGE MARKING, PAINT, ADA ACCESSIBLE HANDICAP SYMBOL	LFT	3	\$20.00	\$60.00	3	\$60.00	\$0.00
A2-1	MOBILIZATION AND DEMOBILIZATION	LS	1	\$600.00	\$600.00	1	\$600.00	\$0.00
A2-2	HMA PATCHING, TYPE B, BASE, 25.0mm	TON	902	\$66.20	\$59,712.40	929	\$61,502.45	\$1,790.05
A2-3	MAINTAINING TRAFFIC	LS	1	\$1,800.00	\$1,800.00	1	\$1,800.00	\$0.00
A2-4	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN	LFT	949	\$2.59	\$2,457.91	0	\$0.00	-\$2,457.91
A2-5	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN	LFT	1,006	\$1.00	\$1,006.00	0	\$0.00	-\$1,006.00
A2-6	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, LANE INDICATION ARROW	EA	4	\$200.00	\$800.00	0	\$0.00	-\$800.00
A2-7	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, PED XING	EA	1	\$1,000.00	\$1,000.00	0	\$0.00	-\$1,000.00
A2-1.1	MILLING, ASPHALT, 4 IN	SYS	0	\$2.18	\$0.00	188.0	\$409.84	\$409.84
ALTERNATE TOTAL					\$138,194.05		\$141,363.91	\$3,169.86

Change Orders								
CO1	Jersey St - subtractive 9.5mm	LS	0	-\$10,375.20	\$0.00	1	-\$10,375.20	-\$10,375.20
	Jersey St - additive 12.5mm	LS	0	\$29,726.99	\$0.00	1	\$29,726.99	\$29,726.99
CO2	Common Excavation	CYS	0	\$94.70	\$0.00	49.4	\$4,673.45	\$4,673.45
	Compacted Aggregate No 53	TON	0	\$40.00	\$0.00	87.2	\$3,487.20	\$3,487.20
CHANGE ORDER TOTAL					\$0.00		\$27,512.44	\$27,512.44

Bid Total	\$2,382,622.38	Final Total	\$2,524,356.38	\$141,734.00
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Previous Change Order Total	\$27,512.44
Final Change Order Total	\$114,221.56