



CITY OF WESTFIELD, IN
Board of Public Works_Meeting_Agenda_09_23_2020

Wednesday, September 23, 2020 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, September 23, 2020 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:

Approval of Minutes from August 26, 2020 Meeting

Documents: [Minutes - August 26, 2020](#)

Bid Approval

NONE

Construction Standards & Specifications Changes

NONE

Change Orders

NONE

Contracts/Agreements

Action Item #2:

Blaze Construction & City of Westfield - Masonry Repair & Concrete Replacement - City Services Center

Documents: [Blaze Construction Contract](#)

Action Item #3:

Ray's Trash & City of Westfield - Trash Collection RFP - Award Contract

Documents: [RFP Summary](#) | [City Rate Comparison](#)

Action Item #4:

INDOT & City of Westfield - 151st Street & Towne Road Roundabout

Documents: [Local Public Agency Contract](#)

Action Item #5:

USI Consultants, Inc. & City of Westfield - 161st Street Drainage Improvements Contract

Documents: [Drainage Improvement Contract](#)

Agreements and/or Memorandum of Understanding (MOU)

NONE

Consent Agenda

WPD - Vehicle Disposal

Documents: [WPD Vehicle Disposal List](#)

September Bond Information

Documents: [September Bond List](#)

Department Reports

Fire

Police

Documents: [WPD - August Report](#)

Public Works

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY August 26, 2020

The Westfield Board of Public Works and Safety met on August 26, 2020 via virtual conference call. Present were Randy Graham, Mayor Cook, Jim Ake, Kim Strang, Deputy Clerk and Brian Zaiger, Legal Counsel.

Randy Graham called the meeting to order at 1:00 PM

AGENDA ITEMS:

Action Item #1: Meeting Minutes Consideration for Approval:

Randy Graham made the motion to approve the July 22, 2020 meeting minutes as presented. Mayor Cook seconded. Vote: Yes-3; No-0. Motion carried.

CONTRACTS/AGREEMENTS

Action Item #2: INDOT & City of Westfield-Local Public Agency Contract-Midland Trace Trail Crossing on Carey Road

Michael Pearce presented stating this is a contract with INDOT to receive federal funds to provide a refuge for cyclists & pedestrians on the Midland Trace Trail to wait for gaps in traffic as they cross Carey Rd. The City's portion of the project is 10% (coming from Park Impact Fees) and the 90% coming from HSIP-Safety Improvement funds.

Jim Ake made the motion to approve the contract as written. Mayor Cook seconded. Vote: Yes-3; No-0. Motion carried.

Action Item #3: Vortex Aquatic Structures & City of Westfield-Goods & Services Contract- Splash Pad

Jeremy Lollar presented stating this is for a contract with Vortex to replace the existing splash pad at Quaker Park. Two bid designs were received, with Vortex best meeting the requirements. The contract total is for \$299,110.00 with city employees doing some of the demolition and various work to cut down on expenses.

Mayor Cook made the motion to approve the contract as written. Randy Graham seconded. Vote: Yes-3; No-0. Motion carried.

Action Item #4: East Street North Extension Project for a Utility Reimbursement Agreement with Duke Energy-Signing Authority

Johnathon Nail presented stating the city in order to make public safety improvements along East Street, needs to reimburse Duke for their facilities within the easement. This request is giving Jeremy Lollar the signing authority on the agreement, not to exceed \$39,042.80.

Mayor Cook made the motion to approve the agreement as written. Jim Ake seconded.
Vote: Yes-3; No-0. Motion carried.

Action Item #5: Westfield Properties & City of Westfield-Road Impact Fee Agreement

Johnathon Nail presented stating the Developer of the real estate generally located between Austrian Pine Way (to the West) Post Office (to the east), State Highway 32 (to the north), and the Midland Trace Trail 175th St (to the south) desires to assist the City in improvements of the Westfield road and trail network. In return for RIF's totally \$18,000 the developer agrees to dedicate the Trail Corridor, at no cost to the City, as a right of way.

Jim Ake motion to approve RIF agreement as written. Mayor Cook seconded.
Vote: Yes-3; No -0. Motion carried.

Action Item #6: Etica Group & City of Westfield-On Call Services Agreement

Johnathon Nail presented stating this is the master agreement for Etica to perform on-call, quick turnaround surveys, ROA staking, and utility locations etc.

Questions regarding rate charges and not to exceed limits were discussed. (Depending on task performed the general range would be \$1,000-\$4,000).

Jim Ake made the motion to approve the agreement as written. Mayor Cook seconded.
Vote: Yes-3; No-0. Motion carried.

Action Item #7: Legends Crossing Road Impact Fee Credit Agreement

Johnathon Nail presented stating the developer of the real estate located on the NW corner of SR 32 and Dartown Rd. wishes to construct certain improvements to be dedicated to the city in exchange for road impact fee credits. The work would be done in two phases. The first phase has a credit of \$365,000 and the second phase \$1.6 million.

Mayor Cook made the motion to approve the RIF credit agreement. Randy Graham seconded.
Vote: Yes-3; No-0. Motion carried.

Action Item #8: Kiddie Academy -Waterleaf Drive Road Impact Fee Installment Agreement

Johnathon Nail presented stating that the City assessed a road impact fee totaling \$162,413 and has agreed to let Woodmont Westfield Ditch Academy (applicant) make installment payments. The applicant agrees to pay 5% upfront (\$8,120.65) and installment payments for 5 years in the amount of \$33,094.44. The city will charge 3% interest on an annual basis, on the portion of the impact fee that is outstanding.

Jim Ake made the motion to approve the agreement as written. Mayor Cook seconded.
Vote: Yes-3; No-0. Motion carried.

PERMIT APPROVAL

Action Item #9: Encroachment Application-Duke Energy-193rd Street

Adam Essex presented giving details pertaining to the encroachment. There will be 17 existing poles removed and 20 new poles placed in private easements.

Randy Graham made the motion to approve the encroachment application. Jim Ake seconded.
Vote: Yes-3; No-0. Motion carried.

CONSENT AGENDA:

WPD-Approval for Staff Promotions

August Bond Information

Randy Graham made the motion to approve the consent agenda. Jim Ake seconded.
Vote: Yes-3; No-0. Motion carried.

DEPARTMENT REPORTS:

Fire- Chief Reed

Police- Chief Rush

Public Works- Jeremy Lollar

With no further business Mayor Cook made the motion to adjourn. Jim Ake seconded.
The meeting was adjourned at 1:34 PM

AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 30th day of July
in the year 2020
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Westfield
2728 E. 171st St.
Westfield, IN 46074

and the Contractor:
(Name, legal status, address and other information)

Blaze Construction, Inc.
10411 N. College Ave.
Carmel, IN 46280

for the following Project:
(Name, location and detailed description)

Masonry & Concrete Replacement
2728 E. 171st St.
Westfield, IN 46074

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

AIA Document A201[™]–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Architect: N/A
(Name, legal status, address and other information)

The Owner and Contractor agree as follows.

Init.

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§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than () days from the date of commencement, or as follows: *See Below*
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work	Substantial Completion Date
Masonry	October 30 th , 2020
Concrete	September 28 th , 2020

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **Ninety one thousand two hundred twenty**
 (\$ **91,220.00**), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
Brick	\$500/1000

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 28th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 28th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than () days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

5% Due at time of Substantial Completion.

5% Due after all Punch List Items are completed.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

30 days after all punch list items are completed.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

~~The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)~~ N/A

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- ☒ Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

§ 8.3 The Owner's representative:
(Name, address and other information) Scott Shepard
City of Westfield
2728 E. 171st St.
Westfield, IN 46074
317-605-6426

§ 8.4 The Contractor's representative:
(Name, address and other information) Mike Meharg
Blaze Construction, Inc.
10411 N. College Ave.
Carmel, IN 46280
317-590-4426

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:
See Exhibit "A"

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

Init.

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
N/A			

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
N/A		

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
N/A		

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Init.

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond
See Exhibit "B"

Limit of Liability or Bond Amount (\$0.00)

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

Jeremy Lollar - Director of Public Works

(Printed name and title)



CONTRACTOR (Signature)

Michael R. Meharg/ V.P.

(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

BLAZE
Construction, Inc.
Construction Managers
General Contractor

Exhibit "A"

July 22, 2020

To: Scott Shepard
City of Westfield
2728 E. 171st Street
Westfield, IN 46074

From: Mike Meharg
Tel. 317.590.4426
Email Meharg@Blaze-inc.com

Project: Masonry Repair and Concrete Replacement
2728 E. 171st St., Westfield, IN 46074

Dear Scott,

I propose to provide material, labor, equipment and supervision to complete the following
Scope of work:

Masonry **\$ 32,860.00**

- Remove the top 3 courses of brick at the top of the brick walls around the entire Building.
 - Furnish and install a 5" tall cast stone cap on top of the existing brick wall on the South side of the building only. *The lowering of the drain tile along the bottom of the brick wall to be completed by others.*
 - Loosen the metal siding above the brick walls and install new flashing so that there is a 1" to 1- 1/2" gap between the horizontal leg of the flashing and the top of the cast stone. The flashing will be made so that it will turn down onto the face of the cast stone to seal the wall.
 - Remove the bottom 6 courses of brick in 4' sections (Ever other 4' section), remove the House Wrap and rotten plywood sheathing.
 - Furnish and install new plywood sheathing, and "Sto Gold Coat" sealed on to the concrete foundation wall. Furnish and install new rubber masonry flashing with a termination bar and sealant to seal the flashing to the "sto Gold Coat".
- Alternate #1 – Waterproof all the brick** **ADD \$ 3,110.00**
- Alternate #2 - Caulk the metal siding to the J-Mold and the J-Mold to the window frame at all the exterior windows.** **ADD \$ 2,590.00**

Concrete **\$ 49,880.00**

- Remove the existing concrete walk, steps, ramp, stoop and fountain on the east side of the building.
- We will be careful to not damage the support walls below the stoop and ramp.
- IF the wall needs replaced due to deterioration it will be an extra to this Proposal.
- Furnish and install a 4" concrete slab at the walk, steps, ramp, and stoop with a broom finish.
- Furnish and install a penetrating sealer on all the new concrete.
- Provide a temporary walking ramp at the front door between the demolition and the installation of the new stoop.
- Salvage and reuse the existing railing. Core drill the concrete and set the existing handrail.
- Repaint the existing railing.
- Caulk the expansion joint around the existing fountain and along the building.

Alternate #3 – Remove the existing fountain and foundation to 12" below grade and provide 4" sidewalk over 4" stone infill where the fountain is located. **ADD** **\$2,780.00**

TOTAL With all Alternates **\$91,220.00**

CLARIFICATIONS:

1. All work has been priced during normal business hours.
2. I have not included a building permit.
3. We have not included the removal, detection, or protection of Environmentally Challenged products unless noted.
4. The lowering of the drain tile along the bottom of the brick wall to be completed by others.

Thank you for the opportunity to provide this proposal. If you have any questions, please contact Mike Meharg as noted above, (317)590-4426. Email: Meharg@Blaze-inc.com.

**INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY
PROJECT COORDINATION CONTRACT**

EDS #: A249-21-L200119

Des. No.: 1702765

CFDA No.: 20.205

This Contract is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Contract, by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as INDOT), and the **City of Westfield**, a local public agency in the State of Indiana (hereinafter referred to as the LPA), and collectively referred to as the PARTIES.

NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

- A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration
Attention: Director of LPA and Grant Administration
100 North Senate Avenue, Room N955-LPA
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204

- B. Notices to INDOT regarding project management shall be sent to respective District Office:

Greenfield District Office
32 South Broadway
Greenfield, Indiana 46140

- C. Notices to the LPA shall be sent to:

City of Westfield
130 Penn Street
Westfield, Indiana 46074

RECITALS

WHEREAS, the LPA has applied to INDOT, and INDOT has approved the LPA's application to receive federal funds for the Project described in Attachment A, and

WHEREAS, the LPA agrees to pay its share of the Project cost as stated in this Contract, and

WHEREAS, the PARTIES desire to contract on certain project description, scheduling, and funding allocation, and

WHEREAS, the PARTIES have determined the Project, is in the best interests of the citizens of the State of Indiana, and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations, and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all Federal requirements and fiscally manage the Project, and

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

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

SECTION I **PROJECT DESCRIPTION.** INDOT and the LPA enter into this Contract to complete the project described in Attachment A (the "Project"), herein attached to and made an integral part of this Contract.

SECTION II **LPA RESPONSIBILITIES.** The LPA will provide the information and services, or shall cause the information and services to be provided, as set out in Attachment B (LPA's Rights and Duties), herein attached to and made an integral part of this Contract. The LPA will follow all applicable INDOT procedures, guidelines, manuals, standards, specifications and directives.

SECTION III **INDOT RESPONSIBILITIES.** INDOT will provide the information and services as set out in Attachment C (INDOT's Rights and Duties), herein attached to and made an integral part of this Contract.

SECTION IV **PROJECT FUNDS.** INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with Attachment D (Project Funds), which is herein attached to and made an integral part of this Contract.

SECTION V **TERM AND SCHEDULE.**

- A. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between **July 1, 2022 and June 30, 2023**, INDOT will make the federal funds shown in section I.A. and/or I.B. of Attachment D available for the Project, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.

- B. In the event that federal funds for the Project are not obligated during the time listed in section V.A, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between **July 1, 2023 and June 30, 2025**, INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.
- C. In the event that federal funds for the Project are not obligated during the period listed in section V.A. or section V.B, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse.
- D. If the Program shown on Attachment A is Group I or Group II, Sections V.A, V.B and V.C do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation or within the agreed upon use of the MPO's prior year balances.

SECTION VI **GENERAL PROVISIONS**

- A. **Access to Records.** The LPA 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 INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA 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.
- B. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- C. **Audits.** The LPA 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 IC §5-11-1, *et seq.*, and audit guidelines specified by the State. The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

For audits conducted pursuant to Indiana Code 5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

D. Authority to Bind LPA. The signatory for the LPA represents that he/she has been duly authorized to execute this Contract on behalf of the LPA, and has obtained all necessary or applicable approvals to make this Contract fully binding upon the LPA when his/her signature is affixed and accepted by the State.

E. Certification for Federal-Aid Contracts Lobbying Activities. The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the LPA, 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 agreement, 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 agreement, grant, loan, or cooperative agreement.
2. 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 agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.
3. The LPA 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.

F. Compliance with Laws.

1. The LPA 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. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.

2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.
3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled “Withholding Federal Participation” which is herewith quoted in part as follows: “Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total.”
4. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.* and the regulations promulgated thereunder. **If the LPA has knowledge, or would have acquired knowledge with reasonable inquiry, 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 LPA shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Contract.** If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General’s website at <http://www.in.gov/ig/>. If the LPA or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
5. The LPA warrants that the LPA and its contractors shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this Contract. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.
6. As required by IC §5-22-3-7:
 - (1) The LPA and any principals of the LPA certify that:
 - (A) the LPA, except for de minimis and nonsystematic violations, has not violated the terms of:
 - i. IC §24-4.7 [Telephone Solicitation Of Consumers];
 - ii. IC §24-5-12 [Telephone Solicitations]; or
 - iii. IC §24-5-14 [Regulation of Automatic Dialing Machines];
 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) the LPA will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
 - (2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

G. Debarment and Suspension.

1. The LPA certifies by entering into this Contract that neither it nor its principals nor any of its contractors 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 of Indiana. 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 LPA.
2. The LPA certifies that it will verify the state and federal suspension and debarment status for all contractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The LPA shall immediately notify INDOT if any contractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by INDOT to terminate its contractual relationship with the contractor for work to be performed under this Contract.

H. Disadvantaged Business Enterprise Program. Notice is hereby given to the LPA or a LPA Contractor 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, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The LPA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the LPA 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.

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

I. Disputes.

1. Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
2. The LPA agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.
3. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10)

working days, a dissatisfied party will submit the dispute in writing according to the following procedure:

4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.
5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.

- J. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the LPA hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The LPA will give written notice to the State within ten (10) days after receiving actual notice that the LPA, or an employee of the LPA in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this 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 State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the LPA certifies and agrees that it will provide a drug-free workplace by:

1. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the LPA's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the LPA'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;
3. Notifying all employees in the statement required by subparagraph (1) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the LPA of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
4. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction;

5. Within thirty (30) days after receiving notice under subdivision (3)(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) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring 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
6. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (1) through (5) above.

K. Employment Eligibility Verification.

The LPA affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien. The LPA further agrees that:

1. The LPA shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The LPA is not required to participate should the E-Verify program cease to exist. Additionally, the LPA is not required to participate if the LPA is self-employed and do not employee any employees.
2. The LPA shall not knowingly employ or contract with an unauthorized alien. The LPA shall not retain an employee or contract with a person that the LPA subsequently learns is an unauthorized alien.
3. The LPA shall require its contractors, who perform work under this Contract, to certify to the LPA that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The LPA agrees to maintain this certification throughout the duration of the term of a contract with a contractor.

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

- L. Force Majeure.** In the event that any Party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a “Force Majeure Event”), the Party who has been so affected shall immediately or as soon is reasonably possible under the circumstances give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of 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.

- M. Funding Cancellation Clause.** As required by Financial Management Circular 2007-1 and IC 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

- N. Governing Laws.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

- O. Indemnification.** The LPA agrees to indemnify, defend, exculpate, and hold harmless the State of Indiana, and INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:
- (a) of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
 - (b) of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
 - (c) of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or
 - (d) the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant to this contract.

- P. Merger & 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.

- Q. Non-Discrimination.**

1. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The LPA certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant

shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

2. INDOT is a recipient of federal funds, and therefore, where applicable, the LPA and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

The LPA agrees that if the LPA employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the LPA will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The LPA 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 nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, limited English proficiency, or status as a veteran).

3. During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
 - a. Compliance with Regulations: The LPA shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR 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.
 - b. Nondiscrimination: The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
 - c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.

- d. **Information and Reports:** The LPA 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 Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
- f. **Incorporation of Provisions:** The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

- R. **Payment.** All payments (if any) shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.
- S. **Penalties, Interest and Attorney's Fees.** INDOT 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, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

- T. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the LPA:

- 1. Stipulates 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;

2. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and
3. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice 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 List of Violating Facilities.

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

V. **Status of Claims.** The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204-2249

The remainder of this page is intentionally left blank.

Non-Collusion

The undersigned attests, subject to the penalties for perjury, that he/she is the LPA, or that he/she is the properly authorized representative, agent, member or officer of the LPA, that he/she has not, nor has any other member, employee, representative, agent or officer of the LPA, 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, LPA and the State of Indiana 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.

LPA: City of Westfield

Print or type name and title

Signature and date

Print or type name and title

Signature and date

Print or type name and title

Signature and date

LPA DUNS # _____

Attest

Auditor or Clerk Treasurer Signature and Date

This instrument prepared by:

Cassandra Hudson
7/28/2020

STATE OF INDIANA
Department of Transportation

Executed by:

_____(FOR)
Joseph McGuinness, Commissioner

Date: _____

Department of Administration

Lesley A. Crane, Commissioner

Date: _____

State Budget Agency

Zachary Q. Jackson, Director

Date: _____

Approved as to Form and Legality:

_____(FOR)
Curtis T. Hill, Jr., Attorney General of Indiana

Date: _____

ATTACHMENT A
PROJECT DESCRIPTION

Des. No.: **1702765**
Program: **Group III STBG**
Type of Project: **Intersection Improvement, Roundabout**
Location: **151st Street and Towne Road**

A general scope/description of the Project is as follows:

151st Street and Towne Road Roundabout. Project includes conversion of a 2-way stop to a roundabout. Includes subsurface storm water infrastructure, pavement reconstruction, shared use path, curb and gutters, and ADA infrastructure.

ATTACHMENT B

LPA'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law, regulations, rules, policies or procedures, or described elsewhere in this Contract, the following are the LPA's rights and duties under this Contract for the Project.

1. The LPA has requested and intends to use federal funds to partially pay for the Project. The LPA asserts that the LPA has completed or will complete the Project in accordance with INDOT's Design Manual (See http://www.in.gov/indot/design_manual/) and all pertinent state and federal laws, regulations, policies and guidance. The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual (See <http://www.in.gov/indot/2523.htm>). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals (See <http://www.in.gov/indot/2493.htm>).
2. The LPA acknowledges that in order for the cost of consultant services to be eligible for federal funds or federal credits, the consultant selection must be accordance with INDOT's consultant selection procedure.
3. REQUIREMENTS FOR ADDITIONAL CONTRACTS
 - A. If the LPA wishes to contract with a consultant, contractor or other agent to complete work on the Project, LPA may:
 1. use the "LPA-CONSULTANT Agreement", which is found at <http://www.in.gov/indot/2833.htm> and is incorporated by reference; or
 2. use a form of agreement that has been reviewed and approved by INDOT.
4. The LPA agrees to provide all relevant documents including, but not limited to, all plans, specifications and special provisions, to INDOT for review and approval, and such approval will not be unreasonably withheld. If INDOT does not approve an LPA submittal, the LPA shall cause the submittal to be modified in order to secure INDOT's approval. The LPA understands that if it fails to provide a submittal, submits it late, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.
5. The LPA agrees to complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.
6. At least ninety to one hundred twenty (90 to 120) calendar days prior to INDOT's scheduled construction letting for the project, the LPA will submit to INDOT documentation of the LPA's fiscal body's resolution or other official action irrevocably committing the LPA to fund the LPA's cost of the Project as described in Attachment D.

7. If the LPA has failed to meet any of the requirements of sections 1, 2, 4, 5, or 6 above, INDOT will not let the construction project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
8. The LPA shall pay the cost of the invoice of the construction, utility, and/or railroad work within thirty (30) calendar days from the date of INDOT's award of the construction contract.
9. The LPA understands time is of the essence regarding the Project timeline and payment of costs by the LPA. Delays in payment may cause substantial time delays and/or increased costs for the Project. If the LPA has not paid the full amount of the amount billed by INDOT, in accordance with Attachment D, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this contract including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
10. The LPA shall also be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.
11. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this section are deemed to be incompetent or inadequate or are otherwise insufficient or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
 - A. If project inspection will be provided by full-time LPA employees:

The personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal-aid participation. All claims for federal-aid shall be submitted to the District office, referenced on Page 1, for payment.
 - or
 - B. If project inspection will be provided by the LPA's consultant:

INDOT must approve, in writing, the consultant personnel prior to their assignment to the project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's Ready for Contracts date for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal-aid shall be submitted to the District office, referenced on page 1, for payment.

12. The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.
13. The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Procedure and Accommodation Policy (See <http://www.in.gov/indot/2389.htm>). The LPA shall execute written use and occupancy contracts as defined in this Policy.
14. If FHWA or INDOT invokes sanctions per Section VI.F.2. of the General Provisions of this contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:
 - a. In the case of correctable noncompliance, the LPA shall make the corrections, to the satisfaction of FHWA and INDOT, in a reasonable amount of time. If the LPA fails to do so, paragraph 14.b. and/or 14.c. below, as applicable, shall apply.
 - b. In case a citation for noncompliance is not correctable or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA and INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, this paragraph shall apply and adjustments shall be made as follows:
 1. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation that have been paid by INDOT to the LPA.
 2. If no right-of-way costs have as yet been paid by INDOT to the LPA or to others, INDOT will not pay any right-of-way claim or billing that is subject to FHWA citation.
 3. The LPA agrees that it is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.
 - c. If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA noncompliance with right-of-way requirements, and construction work was or is in progress, the following shall apply:
 1. INDOT may elect to terminate, suspend, or continue construction work in accord with the provisions of the construction contract.
 2. INDOT may elect to pay its obligations under the provisions of the construction contract.
 3. In the case of correctable noncompliance, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.

4. In case the noncompliance is not correctable, or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA or INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA agrees to reimburse INDOT the full amount it paid for said construction work, less the amount of federal funds allowed by FHWA.
- d. In any case, the LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.
- e. If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within forty-five (45) days after receipt of a billing from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

ATTACHMENT C

INDOT'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law or regulations or described elsewhere in this Contract, the following are INDOT's rights and duties under the Contract:

1. INDOT shall have full authority and access to inspect and approve all plans, specifications and special provisions for the Project regardless of when those plans, specifications, special provisions or other such Project documents were created.
2. After the LPA has submitted and INDOT has accepted and/or approved all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.
3. If the LPA owes INDOT money which is more than 60 days past due, INDOT will not open the construction bids for the Project.
4. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of Attachment D, and fulfillment of all other pre-letting obligations of this contract, INDOT shall, in accordance with applicable laws and rules (including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11), conduct a scheduled letting.
5. Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.
6. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.
7. If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA share of the construction cost.
8. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
9. In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.
10. After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's bill, make final payment to INDOT pursuant to Attachment D or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.

ATTACHMENT D**PROJECT FUNDS****I. Project Costs.**

- A. This contract is just for the one (1) phase checked below:

_____	Preliminary Engineering or
_____	Right-of-Way or
<u> X </u>	Construction;

Otherwise, this contract covers all phases.

- B. If the Program shown on Attachment A is receiving _____ federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP, or any increase or decrease in the funding from a prior year, authorized by the MPO that may not be reflected in the current TIP, are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay _____ % of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is dependent upon the current TIP allocation. As of this date, _____, the maximum amount according to the TIP dated _____ is \$ _____. The most current MPO TIP page, or MPO authorization, is uploaded into INDOT's Scheduling Project Management System (SPMS).

OR

- C. Federal-aid Funds made available to the LPA by INDOT will be used to pay **80%** of the eligible Project costs. The maximum amount of federal funds allocated to the project is **\$1,312,000.00.**
- D. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.
- E. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.
- F. If the Program shown on Attachment A is Group I or Group II, Section E. does not apply. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the MPO.
- G. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of Attachment D of this contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.
- H. Costs will be eligible for FHWA participation provided that the costs:

- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;
- (2) Are verifiable from INDOT's or the LPA's records;
- (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR section 18.22;
- (4) Are included in the approved budget, or amendment thereto; and
- (5) Were not incurred prior to FHWA authorization.

II. Billings.

A. Billing:

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.

III.Repayment Provisions.

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2020, by and between the **CITY OF WESTFIELD, INDIANA** acting through its **BOARD OF PUBLIC WORKS AND SAFETY**, hereinafter referred to as the "LOCAL PUBLIC AGENCY", and

USI Consultants, Inc.
8415 E. 56th Street
Indianapolis, IN 46216
(317) 544-4996

, hereinafter referred to as the "CONSULTANT."

WITNESSETH

WHEREAS, the LOCAL PUBLIC AGENCY desires to contract for engineering and surveying services for the Stonegate Drive Small Structure Replacement project hereinafter described, and,

WHEREAS, THE CONSULTANT has expressed a willingness to provide said engineering services as desired by the LOCAL PUBLIC AGENCY and to furnish the engineering services in connection therewith;

NOW, THEREFORE, the parties hereto agree that said CONSULTANT shall provide the services and documents, hereinbefore and hereinafter described, in relation to the following described project:

161ST STREET DRAINAGE IMPROVEMENT DESIGN

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

SECTION 1: SERVICES BY CONSULTANT

The services to be provided by the CONSULTANT under this Agreement are as set out in Appendix "A" attached to this Agreement and made an integral part hereof.

SECTION II: INFORMATION AND SERVICES TO BE FURNISHED BY THE LOCAL PUBLIC AGENCY

The information and services to be furnished by the LOCAL PUBLIC AGENCY are as set out in Appendix "B", attached to this Agreement, and made an integral part hereof.

SECTION III: NOTICE TO PROCEED AND SCHEDULE

The CONSULTANT shall begin the work to be performed under this Agreement immediately upon receipt of the written notice to proceed from the LOCAL PUBLIC AGENCY, and shall deliver the work to the LOCAL PUBLIC AGENCY in accordance with the Schedule contained in Appendix "C", which is attached to this Agreement, and incorporated herein by reference.

The CONSULTANT shall not begin work prior to the date of the Notice to Proceed.

The LOCAL PUBLIC AGENCY reserves the right to issue Notice-to-Proceed on all or part of the work included in this Agreement subject to available funding.

SECTION IV: COMPENSATION

The CONSULTANT shall receive payment for the work performed under this Agreement as set forth in Appendix "D", which is attached to this Agreement, and incorporated herein by reference.

SECTION V: GENERAL PROVISIONS

1. Work Office

The CONSULTANT shall perform the work under this Agreement at the following offices:

USI CONSULTANTS, INC.
8415 E. 56th Street
Indianapolis, IN 46216
Office: (317) 544-4996

The CONSULTANT shall notify the LOCAL PUBLIC AGENCY of any change in its mailing address and/or the location(s) of the office(s) where the work is performed.

2. Employment

During the period of this Agreement, the CONSULTANT shall not engage, on a full or part time or other basis, any LOCAL PUBLIC AGENCY personnel who remain in the employ of the LOCAL PUBLIC AGENCY.

The State of Indiana has enacted a law (I.C. 22-5-1.7) that requires an entity entering into a contract with a state agency or political subdivision to verify that their employees are legally eligible to work in the United States. As a term of this agreement, CONSULTANT shall:

- A. Enroll in and verify the work eligibility status of newly hired employees through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and

- B. Certify that the CONSULTANT does not knowingly employ unauthorized aliens and will complete and return the LOCAL PUBLIC AGENCY's E-Verify Affidavit contemporaneously with the execution of this Agreement.

3. Subletting and Assignment of Contract

No portion of the work under the Agreement shall be sublet, assigned or otherwise disposed of, except with the written consent of the LOCAL PUBLIC AGENCY. Consent to sublet, assign or otherwise dispose of any portion of the work under this Agreement shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of this Agreement. A subcontractor shall not subcontract any portion of its work under this Agreement.

4. Ownership of Documents/Instruments of Service

The LOCAL PUBLIC AGENCY acknowledges the CONSULTANT'S documents as instruments of professional service. Nevertheless, the plans and specifications prepared under this agreement shall become the property of the LOCAL PUBLIC AGENCY upon completion of the work and payment in full of all monies due to the CONSULTANT. The LOCAL PUBLIC AGENCY shall not reuse or make any modification to the plans and specifications without the prior written authorization of the CONSULTANT. The LOCAL PUBLIC AGENCY agrees, to the fullest permitted by law, to indemnify and hold the CONSULTANT harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the plans and/or specifications by the LOCAL PUBLIC AGENCY.

5. Access to Records

The CONSULTANT and his subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three years from the date of final payment under the terms of this Agreement, for inspection by the LOCAL PUBLIC AGENCY, and copies thereof shall be furnished if requested.

6. Compliance with State and Other Laws

The CONSULTANT specifically agrees that in performance of the services herein enumerated by him or by a subcontractor or anyone acting in behalf of either, that he or they will comply with state, federal and local statutes, ordinances, and regulations applicable to the performance of this Agreement.

7. Standard of Performance

Services provided by CONSULTANT under this Agreement shall be performed in accordance with generally accepted engineering practices. All estimates, recommendations, opinions, and decisions shall be based on available information at the time, and the experience, technical qualifications, and professional judgment of CONSULTANT. CONSULTANT shall hold

harmless the LOCAL PUBLIC AGENCY from claims, suits, actions, and damages resulting from the negligent acts, errors, or omissions of the CONSULTANT under this Agreement.

Services provided by the CONSULTANT under this agreement shall be consistent with and limited to the standard of care applicable to such services, which is that CONSULTANT shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances.

8. Status of Claim

The CONSULTANT shall be responsible for keeping the LOCAL PUBLIC AGENCY currently advised as to the status of any claims made for damages against the CONSULTANT resulting from services performed under this Agreement. The CONSULTANT shall send notice of claims related to work under this Agreement to the LOCAL PUBLIC AGENCY.

9. Responsibility of the CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services if the errors or deficiencies resulted, independently of all other causes, from negligence of the CONSULTANT. The CONSULTANT shall not be responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the LOCAL PUBLIC AGENCY or other consultants, including, without limitation, surveyors and geotechnical engineers, who have been retained by LOCAL PUBLIC AGENCY. The CONSULTANT shall have no liability for errors or deficiencies in its designs, drawings, specifications and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known) in the designs, drawings, specifications and other services furnished by the LOCAL PUBLIC AGENCY, or other consultants retained by the LOCAL PUBLIC AGENCY.
- B. Neither the LOCAL PUBLIC AGENCY'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 LOCAL PUBLIC AGENCY in accordance with applicable law for all damages to the LOCAL PUBLIC AGENCY caused by the CONSULTANT'S negligent performance of any of the services furnished under this contract.
- C. The CONSULTANT shall be responsible for all damage to life and property caused by negligent errors or omissions of the CONSULTANT, its subcontractors, or

employees in connection with the services rendered by the CONSULTANT pursuant to this contract. The CONSULTANT shall indemnify and hold harmless the LOCAL PUBLIC AGENCY and their officials and employees, from any liability due to loss, damage, injuries, or other casualties of whatever kind, which, directly and independently of all other causes, arise out of, or result from, the negligence of the CONSULTANT, its employees, in performing the services that are required of the CONSULTANT by this contract. CONSULTANT shall not be required to indemnify the LOCAL PUBLIC AGENCY to the extent Damages arise from or are caused by the LOCAL PUBLIC AGENCY's own negligence (whether sole, concurrent, or contributory).

- D. The CONSULTANT shall have no responsibility for supervising, directing or controlling the work of contractors or other consultants retained by the LOCAL PUBLIC AGENCY, nor shall the CONSULTANT have authority over, or responsibility for, the means, methods, techniques, sequences or procedures of construction (except those required by the contract plans, specifications, special provisions, etc. prepared by the CONSULTANT) selected by contractors. The CONSULTANT shall have no responsibility for the safety of persons on or off the job site, and whether or not engaged in the work, for safety precautions and programs incident to the work of contractors, or for any failure of contractors or others to exercise care for the safety of any person, including employees of contractors, or to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractors' performance of the work.
- E. The rights and remedies of the LOCAL PUBLIC AGENCY provided for under this contract are in addition to any other rights and remedies provided by law.
- F. The CONSULTANT shall have an affirmative duty to advise the LOCAL PUBLIC AGENCY of any known or obvious errors, omissions, or deficiencies in the designs, drawings, specifications, reports, or other services of the LOCAL PUBLIC AGENCY or consultants retained by the LOCAL PUBLIC AGENCY.

10. Insurance

The CONSULTANT shall procure and maintain, until final payment by the LOCAL PUBLIC AGENCY for the services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Indiana covering all operations under this Agreement whether performed by him or by his subcontractor. During the life of this Agreement, the CONSULTANT shall furnish the LOCAL PUBLIC AGENCY with certificates showing that the required insurance coverage is maintained.

The CONSULTANT will provide the following minimum insurance requirements:

- A. Workers' Compensation Insurance: Employer's Liability:

		\$1,000,000 each accident \$1,000,000 Disease - Each employee \$1,000,000 Disease - Policy Limit
B.	General Liability Insurance:	\$1,000,000 per occurrence bodily injury or property damage \$300,000 Damage to Rented Property (each occurrence) \$5,000 Medical Expense per person \$2,000,000 Annual aggregate \$1,000,000 Personal & Adv. Injury \$2,000,000 Products- Comp/OP/Agg
C.	Automobile Liability	\$1,000,000 Combined Single Limit
D.	Professional Liability	\$5,000,000 each claim \$5,000,000 annual aggregate

11. Liability for Damages

CONSULTANT agrees to take all necessary precautions for the safety of, and the prevention of injury, loss or death to its employees on or off of the project site and to comply with the provisions of safety laws, rules, ordinances, regulations and orders of duly constituted public authorities applicable to its employees and to CONSULTANT'S performance of its services under this Agreement. Provided, however, the CONSULTANT and the LOCAL PUBLIC AGENCY shall not be responsible for the means, methods and techniques of the construction contractor in the prosecution of its work nor for the construction contractor(s)' and their subcontractors' safety programs, training or compliance with safety requirements including OSHA and IOSHA nor for any injury, death or property damage to the contractor, subcontractor or their employees arising out of an accident or incident which may occur incidental to the construction of the project.

CONSULTANT will apply the reasonable standard of care to comply with applicable laws in effect at the time the services are performed hereunder, which to be best of its knowledge, information, and belief, apply to its obligations under this Agreement. CONSULTANT shall indemnify the LOCAL PUBLIC AGENCY, its officers and employees against any claim or liability to the extent caused by a negligent act by the CONSULTANT.

CONSULTANT assumes all risk of loss, damage or destruction to CONSULTANT'S work, all of his materials, tools, appliances and property of every description, and of injury to or deaths of CONSULTANT or his employees arising out of or in connection with the performance of this Agreement, including that which occurs due to the acts or failure to act of any third party, other than that which is solely caused by the LOCAL PUBLIC AGENCY or caused solely by any third party.

To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the LOCAL PUBLIC AGENCY from any negligent act by the CONSULTANT, his

subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnities which would otherwise exist as to a party or person described in this paragraph.

The CONSULTANT shall be responsible for keeping the LOCAL PUBLIC AGENCY currently advised as to the status of any claims made for damages against the CONSULTANT resulting from services performed under this contract. The CONSULTANT shall send notice of claims related to work under this contract to:

LPA CONTACT INFO:

Johnathon Nail, PE
City Engineer
2706 E 171st Street
Westfield, IN 46074
317-804-3150
jnail@westfield.in.gov

The CONSULTANT'S indemnity obligations shall survive the completion, cancellation, or early termination of the Agreement.

12. Progress Reports

If requested, the CONSULTANT shall submit a monthly Progress Report to the LOCAL PUBLIC AGENCY by the tenth of each month, showing progress to the first of the month, or may otherwise communicate project status in the form of meetings, phone calls, faxes, emails, etc. The most current progress report should be submitted with each invoice.

13. Changes in Work

In the event the LOCAL PUBLIC AGENCY requires a major change in scope, character or complexity of the work after work has progressed as directed by the LOCAL PUBLIC AGENCY, adjustments in compensation to the CONSULTANT and in time for performance of the work as modified, shall be determined by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgment and as agreed by the parties, and the CONSULTANT shall not commence the additional work or the change of the scope of the work until an amendment to the agreement is executed and the CONSULTANT is authorized in writing by the LOCAL PUBLIC AGENCY to proceed with the work.

14. 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 LOCAL PUBLIC AGENCY. It being understood,

however, that the permitting of 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 LOCAL PUBLIC AGENCY of any of its rights herein.

15. Termination for Cause or Convenience

- A. If CONSULTANT becomes insolvent, or if it refuses or fails to perform the Services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors or consultants employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of the Agreement, then LOCAL PUBLIC AGENCY may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, by providing written notice (delivered by certified mail, return receipt requested) of LOCAL PUBLIC AGENCY's intent to terminate. In determining the amount of final payment to be made to CONSULTANT upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by LOCAL PUBLIC AGENCY to be incurred by reason of CONSULTANT's default.
- B. Both Parties shall have the right to terminate this Agreement at any time for convenience, provided that the Party which is being notified of the termination is provided written notice (delivered by certified mail, return receipt requested) of the other Party's intent to terminate and an opportunity for consultation prior to the termination.
- C. Upon receipt of a termination action for default or for convenience, CONSULTANT shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to LOCAL PUBLIC AGENCY all data, drawings, specifications, reports, estimates, summaries, and such other information, materials or documents as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process. CONSULTANT shall be paid only for those services rendered and expenses incurred prior to the termination. No other amounts or damages shall be due CONSULTANT, including without limitation, amounts for anticipated profit on unperformed services.

16. Responsibility of the CONSULTANT

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors in its designs, drawings, specifications, and other services if the errors resulted, independently of all other causes, from negligence of the CONSULTANT.

17. Non-Discrimination

Pursuant to I.C. 22-9-1-10 and I.C. 5-16-6-1, the CONSULTANT and his subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin, age, ancestry, sexual orientation, or gender identity. Breach of this covenant may be regarded as a material breach of the Agreement.

18. Successors and Assignees

The LOCAL PUBLIC AGENCY, insofar as authorized by law, binds itself and its successors, and the CONSULTANT binds its successors, executors, administrators and assignees of such other party, as the cause may be insofar as authorized by law, in respect to all covenants of this Agreement.

Except as above set forth, neither the LOCAL PUBLIC AGENCY nor the CONSULTANT shall assign, sublet, or transfer its or his interest in this Agreement without the consent of the other.

19. Iran Certification

CONSULTANT represents and certifies that it is not engaged in investment activities in Iran and will not engage in investments in Iran for the duration of this Agreement. Pursuant to Ind. Code § 5-22-16.5-8, CONSULTANT is considered to be engaging in investments with Iran if: 1) it has provided goods or services of Twenty Million dollars (\$20,000,000) or more in value in the energy sector of Iran, including oil or liquefied natural gas; or 2) has extended Twenty Million dollars (\$20,000,000) or more in credit to another party, for forty-five days or more, if that other party will use the credit to provide goods or services in the energy sector in Iran and is, at the time credit is extended, identified on the list developed by the State of Indiana of parties it has determined to be engaged in investment activities in Iran. CONSULTANT represents it is not on the list published and/or endorsed by the State of Indiana pursuant to Ind. Code § 5-22-16.5-9 as a company engaged in investment activities with Iran.

20. IRCA Compliance

The Immigration Reform and Compliance Act of 1986 (IRCA) prohibits the employment of unauthorized aliens and requires all employers to: (1) not knowingly hire or continue to employ any person not authorized to work in the United States, (2) verify the employment eligibility of every new employee (whether the employee is a U.S. citizen or an alien), and (3) not engage in discrimination against qualified workers. The CONSULTANT shall comply with IRCA and all other applicable federal, state and local immigration laws, regulations, Executive Orders ('other immigration laws') and by executing this Contract, warrants that it is in full compliance with all applicable immigration laws including, but not limited to, IRCA and has used E-Verify to pre-screen

job applicants and re-verify current employees. CONSULTANT shall immediately remove any employee known to be an unauthorized alien. Failure to comply with IRCA or other immigration laws shall constitute a material breach of this Contract. The CONSULTANT shall indemnify the LOCAL PUBLIC AGENCY against all damages, losses and expenses, including attorneys' fees, incurred or sustained by the LOCAL PUBLIC AGENCY as a result of the CONSULTANT's failure to comply with IRCA or other immigration law. CONSULTANT shall include this provision in any subcontracts or subordinate agreements it enters into with respect to this Agreement.

21. OFAC Compliance

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

22. Amendment

This Agreement may only be amended, supplemented, or modified by a written document executed in the same manner as this Agreement.

23. Governing Law; Forum

This Agreement shall be construed, interpreted, and enforced according to the laws of the State of Indiana. The parties agree that any action related to this Agreement shall be brought in Johnson County, Indiana, and shall not be removed therefrom.

24. Notification

All written notices required by this Agreement shall be sent to the parties at the following addresses:

LOCAL PUBLIC AGENCY:

Johnathon Nail, PE
City Engineer
2706 E 171st Street
Westfield, IN 46074
317-804-3150
jnail@westfield.in.gov

CONSULTANT:

USI Consultants, Inc.
8415 E. 56th Street
Indianapolis, IN 46216
Phone: (317) 544-4996

25. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between the LOCAL PUBLIC AGENCY and CONSULTANT with respect to the services described herein. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by the LOCAL PUBLIC AGENCY and CONSULTANT which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both the LOCAL PUBLIC AGENCY and CONSULTANT.

26. Obligations During Disputes

CONSULTANT shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with LOCAL PUBLIC AGENCY. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as CONSULTANT and LOCAL PUBLIC AGENCY may otherwise agree in writing. Should CONSULTANT fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by the LOCAL PUBLIC AGENCY or CONSULTANT as a result of such failure to proceed shall be borne by CONSULTANT, and CONSULTANT shall make no claim against LOCAL PUBLIC AGENCY for such costs. LOCAL PUBLIC AGENCY may withhold payments on disputed items pending resolution of the dispute.

27. Waiver

A party's waiver, delay or inaction in pursuing any of its remedies set forth in this Agreement or available by law shall not operate in any way as a waiver of the party's rights or remedies. No single or partial exercise of any right or remedy shall operate as a waiver or preclusion to the exercise of any other rights or remedies the party may have under this Agreement or applicable law.

28. Severability

Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

29. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which taken together shall constitute the same agreement.

30. Taxpayer Identification Number

CONSULTANT shall provide the LOCAL PUBLIC AGENCY with completed Form W-9 Request for Taxpayer Identification Number at the time of execution of this Agreement.

31. Force Majeure

Neither party shall be liable for any default or delay caused by any contingency beyond the parties' control, including by not limited to acts of God, wars, strikes, walkouts, fires, natural disasters, epidemic, or demands, requirements or orders of governmental agencies.

32. Indemnification

CONSULTANT shall indemnify and hold harmless the LOCAL PUBLIC AGENCY, its officials, employees, and agents, from all demands, damages, liabilities, costs, and expenses (including reasonable attorney's fees), judgments, settlements, and penalties of every kind that are legally determined to be as a result of negligence or willful misconduct of LOCAL PUBLIC AGENCY, and if any suit, claim, or demand related to LOCAL PUBLIC AGENCY negligence or misconduct was defended by CONSULTANT, then the LOCAL PUBLIC AGENCY will reimburse CONSULTANT for its pro-rata share of its costs, expenses (including reasonable attorney's fees), and damages. The LOCAL PUBLIC AGENCY may elect to participate in the defense of any suit, claim, or demand by employing attorneys at its own expense, without waiving CONSULTANT's obligations to indemnify or hold harmless. CONSULTANT shall not settle or compromise any claim, suit, or action, or consent to entry of judgment without the prior written consent of the LOCAL PUBLIC AGENCY and without an unconditional release of all liability by each claimant or plaintiff to the LOCAL PUBLIC AGENCY. IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

33. Authority

The execution, delivery, and performance of this Agreement are within the powers of the undersigned parties, have been duly authorized, and are not in contravention of any law, rule or regulation, or any judgement, decree, writ, injunction, order of award of any arbitrator, court, or governmental authority, or the terms of any organizational documents, law, regulation or undertaking to which any Party may be a party or by which they may be bound.

34. Consent

The parties acknowledge that they have thoroughly read and reviewed the terms and provisions of this Agreement and are familiar with the same and acknowledge that the terms and provisions contained herein are clearly understood by them and have been fully consented to by them and that they had the full benefit and advice of counsel of their own selection, or the opportunity to obtain the benefit and advice of counsel of their own selection, in regard to understanding the terms, meaning and effect of this Agreement and that this Agreement has been entered into freely by them, voluntarily, with full knowledge, and without duress and that in executing this Agreement the parties are relying on no other representations, either written or oral, express or implied, made to them by any other Party hereto.

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

CONSULTANT

USI CONSULTANTS, INC.

BY: 
Ross E. Snider, PE
President

BY: 
Phillip D. Beer II PE, LS
Vice President

DATE: September 15, 2020

LOCAL PUBLIC AGENCY

THE CITY OF WESTFIELD BOARD OF PUBLIC WORKS
AND SAFETY

BY: _____
Mayor Andy Cook

BY: _____
Randy Graham, Member

BY: _____
Jim Ake, Member

Attest: _____
Cindy Gossard, Clerk-Treasurer

DATE: _____

APPENDIX "A"

SERVICES BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate guidelines, regulations, and requirements of the LOCAL PUBLIC AGENCY.

The CONSULTANT shall be responsible for performing the following activities:

1. **Survey:** Perform limited topographic survey to determine pipe location, inverts, and casting elevations.
2. **Drainage Design and Plan Development:** Develop, as one set of construction plan sheets for use in bidding, the following:
 - A. Drainage improvements, including detention area for the roundabout, new pipe crossing of 161st Street, and downstream improvements as recommended by the Surveyor's Office.
 - B. Develop a detailed engineer's estimate and itemized proposal for all included and incidental work for use with the construction plan set.
 - C. Perform initial utility coordination through facility verification to identify any potential conflicts and inform design decisions.
 - D. Draft a utility summary to be included with the final plan submittal.
3. **Environmental Permitting:** The CONSULTANT shall assist the LOCAL PUBLIC AGENCY in securing the following environment permits:
 - A. IDEM Section 401 WQC- Individual Permit
 - B. ACOE Section 404 Regional General Permit (RGP)
 - C. Hamilton County Surveyor's Permit.

Exclusion: *Waters of the United States Report and Wetland Delineation are not included in this agreement. If it is requested by the environmental agencies, then, with approval from the LOCAL PUBLIC AGENCY, the Special Investigation's fee will be utilized.*

Exclusion: *Mitigation design, implementation, or acquisition for mitigation are not included in this agreement. If they become necessary, fees shall be negotiated in good faith at the time under a Supplemental Agreement to this contract.*

4. **Special Investigations:** During the Design phase or Right-of-Way acquisition phase, certain special investigations, previously unknown, may be required. This work is to be completed only with the approval of the LOCAL PUBLIC AGENCY.

5. **T&E Report:** The CONSULTANT shall provide a Guaranty of Title good for the past twenty (20) years prepared by a professional abstractor and insured for \$10,000.00 for each parcel which has a value in excess of \$10,000.00.
6. **R/W Exhibits: Federal Aid (Des 1801433):** Provide Plats, Descriptions and Transfer Documents for Right-of-Way Acquisition for the Federal Aid Project Des #1801433.
7. **R/W Exhibits: Drainage Easement:** Provide parallel line exhibits for drainage easement.
8. **Appraisal and 2nd Appraisal:** The CONSULTANT will provide the LOCAL PUBLIC AGENCY approved appraisers to complete the appraisal work.

The appraisal work will comply with state laws regarding eminent domain, as well as the Uniform Standards of Professional Appraisal Practice. The appraisal work will not meet guidelines for a locally funded project. Should the LOCAL PUBLIC AGENCY decide to apply for federal funds in the future for this project, the appraisals can be updated in a report format that meets federal guidelines. The LOCAL PUBLIC AGENCY will negotiate at that time a fee with the CONSULTANT to update the appraisals in a report format that meets federal funding guidelines.

9. **Negotiations/Buying Services:** Provide a Right-of-Way Buyer to negotiate the acquisition of the required land from each property owner.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LOCAL PUBLIC AGENCY:

1. The LOCAL PUBLIC AGENCY shall furnish the CONSULTANT with the following (if requested):
 - A. Plans of existing roadways & structures, if available.
 - B. Assist with access to enter upon public and private lands as required for the CONSULTANT to perform the duties required under this Agreement.
 - C. All legal services as may be required for development of the project.

Remainder of this page left blank intentionally.

APPENDIX "C"

SCHEDULE:

The CONSULTANT shall begin the work to be performed under this agreement within thirty (30) days upon receipt of the written Notice-to-Proceed (NTP) from the LOCAL PUBLIC AGENCY and shall deliver the work to the LOCAL PUBLIC AGENCY in accordance with the Schedule shown below. The CONSULTANT shall not begin work prior to the date of the Notice to Proceed.

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:

Final Construction Plans and Bid Documents 90 days after Notice to Proceed

Remainder of this page left blank intentionally.

APPENDIX "D"

COMPENSATION:

1. The CONSULTANT shall receive as payment for the services performed under this Agreement the total fee not to exceed **\$ 63,960.00** unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY.
2. The CONSULTANT will be paid for the services described in Appendix "A" on a lump sum basis unless otherwise noted in accordance with the following fee schedule:
 - A. Survey \$ 9,000.00 Lump Sum
 - B. Drainage Design and Plan Development (includes Utility Coord) \$ 34,000.00 Lump Sum
 - C. Environmental Permitting \$ 6,200.00 Lump Sum
 - I. IDEM Section 401 Individual Permit
 - II. ACOE Section 404 RGP
 - D. Special Investigations \$ 5,000.00 Hourly NTE
 - E. T&E Report (1 Parcel @ \$350).....\$ 350.00 Unit NTE
 - F. R/W Exhibits – Federal Aid (Des 1801433)(1 Parcel @ \$2,125) \$ 2,125.00 Unit NTE
 - G. R/W Exhibits – Drainage Easement (1 Parcel @ \$1,300)..... \$ 1,300.00 Unit NTE
 - H. R/W Real Estate Services (Drainage Easement):
 - I. Appraisal (Subs) \$ 2,000.00 Unit NTE
 - II. 2nd Appraisal (Subs)(if needed)..... \$ 2,000.00 Unit NTE
 - III. Negotiations/Buying Services..... \$ 1,985.00 Unit NTE

TOTAL NOT-TO-EXCEED FEE = \$ 63,960.00

1. The CONSULTANT shall not be paid for any service performed by the LOCAL PUBLIC AGENCY or services not required to develop this project. If notice to proceed with any portion of the work is not given prior to one year from the date of this Agreement, the fees for that portion of the work may be renegotiated as mutually agreed upon by the LOCAL PUBLIC AGENCY and the CONSULTANT. Costs for routine photocopy and paper reproduction, cellular phone costs, pager costs and computer time costs will not be paid as a reimbursable but is to be included in the above fees and overhead costs.
2. Method of Payment
The CONSULTANT shall submit invoices to the LOCAL PUBLIC AGENCY, not more often than once per month during the progress of the work, for partially completed work as of the date of the invoice. Such invoices shall represent the value, to the LOCAL PUBLIC AGENCY, of the partially completed work based on the proportion which its percentage of completion bears to the total cost of the fully completed work.

Invoices shall be submitted to:

Cindy Gossard, Clerk-Treasurer

clerktreasurer@westfield.in.gov

The LOCAL PUBLIC AGENCY for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay the CONSULTANT for rendering such services the fee established above upon completion of the work there under, acceptance thereof by the LOCAL PUBLIC AGENCY and upon the CONSULTANT submitting an invoice as described above.

IF, due to unexpected circumstances during the work, the value of work accomplished is expected to exceed the compensation, CONSULTANT shall assess the remaining work and notify LOCAL PUBLIC AGENCY in writing of the revised compensation schedule before continuing with the services. No additional work will be performed until a written contract amendment has been approved by both parties.

3. All payment made by the LOCAL PUBLIC AGENCY shall be in accordance with Indiana Code § 5-17-5-1 et seq., the Prompt Payment Statue. The LOCAL PUBLIC AGENCY shall pay CONSULTANT only for professional services supported by invoices and documentation. LOCAL PUBLIC AGENCY shall give CONSULTANT written notice within fourteen (14) days of receipt if the invoice or documentation is not acceptable.
4. The LOCAL PUBLIC AGENCY shall have the right to withhold from payments otherwise due to CONSULTANT such sums as necessary to protect the City against any loss, claim or damage which may result from the negligence or unsatisfactory work by CONSULTANT, failure by CONSULTANT to perform its obligations and responsibilities under this Agreement, or claims filed against CONSULTANT or the LOCAL PUBLIC AGENCY relating to CONSULTANT's services or Work. The LOCAL PUBLIC AGENCY shall provide CONSULTANT written notification of its reason for so withholding payment(s). When the grounds or causes for such withholding are removed, payment shall be made for amounts withheld because of them.



September 23, 2020

Consent Agenda Item:

Performance Bond Acceptance

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

- Lennar Homes of IN, Coventry, Section 5, Bond #024247484, \$65,318.00, Erosion Control
- Lennar Homes of IN, Osborne Trails, Section 3, Bond #024247493, \$44,088.00, Erosion Control
- Family Express Corporation, Westfield Chatham Commons, Bond & Rider #K40209220, \$201,822.00, Streets & Curbs, Storm Sewer, Sidewalk, & Trail ROW Improvements
- Family Express Corporation, Westfield Chatham Commons, Bond #K40209232, \$18,814.00, Erosion Control
- Chatham Hills, LLP, Chatham Hills, Section 6, Bond #3152046, \$154,000.00, Storm Sewer
- Chatham Hills, LLP, Chatham Hills, Section 6, Bond #3152044, \$96,196.21, Streets/Curbs
- Chatham Hills, LLP, Chatham Hills, Section 6, Bond #3152045, \$13,018.50, Common Area Sidewalks
- Shiel Sexton Company, Inc., 16080 Westfield Blvd., Carmel, IN 46033 (SEP Headquarters), Bond & Rider #30084506, \$46,405.70, Storm & Erosion Control
- Barnes Development Company, 17525 Austrian Pine Way, Westfield, IN 46074 (Belle Tire), Bond & Rider #285061360, \$213,057.90, Soil Erosion, Storm Drainage, Structures & Paving
- The Sullivan Corporation, Austrian Pine (Feldman), Bond & Rider #108228W, \$33,402.60, Storm Sewer & Erosion Control
- Design & Construction, LLC, JACM Capital, LLC, Bond #LSM1409914, \$2,046.00, Erosion Control
- JKEs, Inc. d/b/a Smith Projects, Motor District of Westfield, Phase 1, Bond #INC61441, \$437,283.00, Storm Sewer, ROW & Erosion Control Improvements, Lot No. 3 of Gristmill Crossing
- Pulte Homes of Indiana, Westchester, Section 3, Bond #CMS341282, \$112,793.82, ROW Improvements
- Pulte Homes of Indiana, Westchester, Section 3, Bond #CMS341283, \$98,165.31, Erosion Control

Performance Bond Release

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

- Shelton Cove Development, Shelton Cove, Section 1, Bond #1153398, \$25,280.54, 186th Street Westbound Passing Blister
- Langston Residential Development, LLC, The Lakes at Shady Nook, Section 2C, Bond #1153318, \$93,197.00, Erosion Control

- Langston Residential Development, LLC, The Lakes at Shady Nook, Section 2C, Bond #LICX1184294, \$66,199.00, Existing Right of Way Improvements at the Lakes at Shady Nook, Section 2C

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:

- Elevation Excavation, Inc., Chatham Commons Boulevard Road Extension, Bond #LICX1196027, \$8,766.00, Storm Sewer & Subsurface Drains
- Sitecrete, LLC, Chatham Common Boulevard Road Extension, Bond #30110298, \$3,493.00, Curbs

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:

- Westfield Hampton Hotel, Hampton Inn-Wheeler Road, Bond #800015524, \$38,909.85, Storm Sewer, Trail & Erosion Control
- Harvey Construction Company, Derby Ridge, Section 2, Bond #601108702, \$31,916.50, Storm Sewers & Subsurface Drains

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:

- Washington Park Services, Hamilton Memorial Park – Event Center, LOC #138, \$87,012.20, Storm Sewer, Trail, & Erosion Control

Cash In Lieu/Development Agreement

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

- **NONE**



September 10, 2020

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.

2012 Ford Explorer	1FMHK8B84CGA39857	Blue
2013 Ford Edge	2FMDK4GC0DBA44745	Black
2013 Chevy Tahoe	1GNLC2E09DR305465	White
2014 Chevy Tahoe	1GNSK2E04ER168693	Black
2015 Ford Explorer	1FM5K8AR7FGB83470	Gray

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

August 2020

Table of Contents

	Page
1. Field Activity Performance Measures	
a) Events by Nature/Calls for Service	1
b) Calls by Day of Week	2
c) Calls by Hour of Day	3
d) Total Calls by Month Chart	4
e) UCR Offenses	5
f) Arrests & Traffic	6
g) Traffic Stops by Day of Week	7
h) Traffic Stops by Hour of Day	8
i) Traffic Stops by Monty Chart	9
2. Community Events	10
3. Training	11

Westfield Police Department

August 2020

Events by Nature

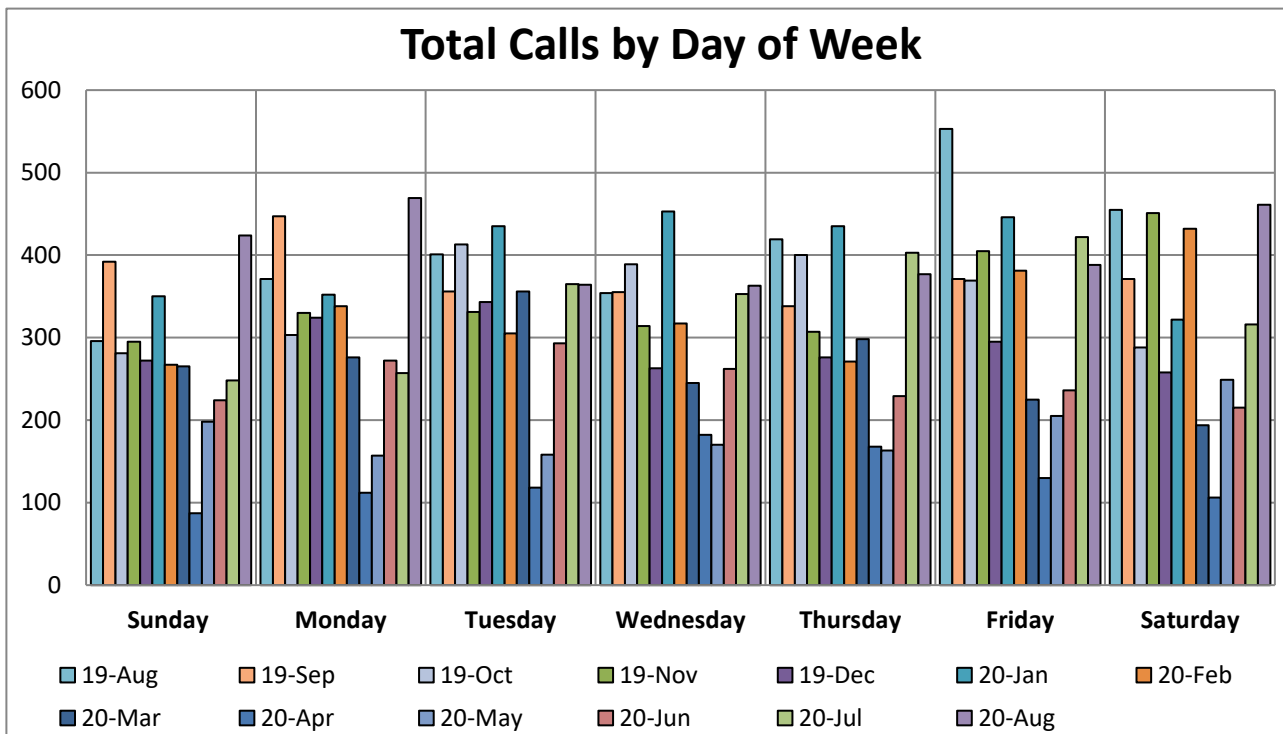
911 Hang Up	21
Abandoned Vehicle	6
Abandonment	1
Abuse / Neglect	7
Accident - Hit & Run PD	12
Accident - Hit & Run PI	2
Accident - Other	0
Accident - Property Damage	58
Accident - Personal Injury	11
Accident - Sinking Vehicle	0
Accident - Unknown	6
Accelerator Stuck	0
Active Assailant	0
Alarm - Other	1
Alarm - Vehicle	1
Alarm - Burglar	119
Alarm - Hold Up	14
Animal Bite / Attack	2
Animal Complaint	26
Assist Fire	27
Assist Other Department	10
Assist Public	30
Battery	4
Bomb Device Found	0
Bomb Threat	0
Burglary	3
Carjacking	0
Case Follow Up	103
Child Seat Inspection	0
Civil Dispute	30
Criminal Mischief	33
Damage to Property	0
Death Investigation	1
Directed Patrol	132
Disturbance	31
Driving Complaint	77
Drug Complaint	8
Drug Lab	0
Escort	0
Fight	1
Firearms Shots Fired	4
Found / Lost Property	17
Found Person	2
Fraud Prescription	0
Fraud / Deception	23
Harassment	23
Intoxicated Person	5

Investigation	6
Juvenile Complaint	2
K9 Detail	2
Kidnapping	1
Lock Out	47
Loud Party	6
Mental Emotional - Violent	10
Mental Person	7
Miscellaneous	38
Missing Person	2
Missing Person - PLS	0
Nuisance	5
Ordinance Misc.	17
Parking Complaint	28
Physical Disturbance	17
Product Contamination	0
Reckless Activity	1
Road Rage	1
Robbery	0
Runaway	4
School Patrol	166
Security Check	61
Sex Offense	2
Shooting	0
Solicitor	3
Special Detail	1
Stabbing	0
Suicide	0
Suspicious Activity	112
Suspicious Package	1
Test	0
Theft	39
Theft - From a Vehicle	7
Theft - of a Vehicle	4
Threat to Life	8
Threatening Suicide	7
Tow Release	21
Traffic Hazard	85
Transport	1
Trespassing	18
Traffic Stop	1135
Unknown Call for Police	0
VIN Check	64
Wanted	1
Warrant Service	10
Weapons Complaint	0
Welfare Check	55
Total	2846

Westfield Police Department
August 2020

Total # of Calls by Day of Week

DAY	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr	20-May	20-Jun	20-Jul	20-Aug
Sunday	296	392	281	295	272	350	267	265	87	198	224	248	424
Monday	371	447	303	330	324	352	338	276	112	157	272	257	469
Tuesday	401	356	413	331	343	435	305	356	118	158	293	365	364
Wednesday	354	355	389	314	263	453	317	245	182	170	262	353	363
Thursday	419	338	400	307	276	435	271	298	168	163	229	403	377
Friday	553	371	369	405	295	446	381	225	130	205	236	422	388
Saturday	455	371	288	451	258	322	432	194	106	249	215	316	461
TOTAL	2849	2630	2443	2433	2031	2793	2311	1859	903	1300	1731	2364	2846

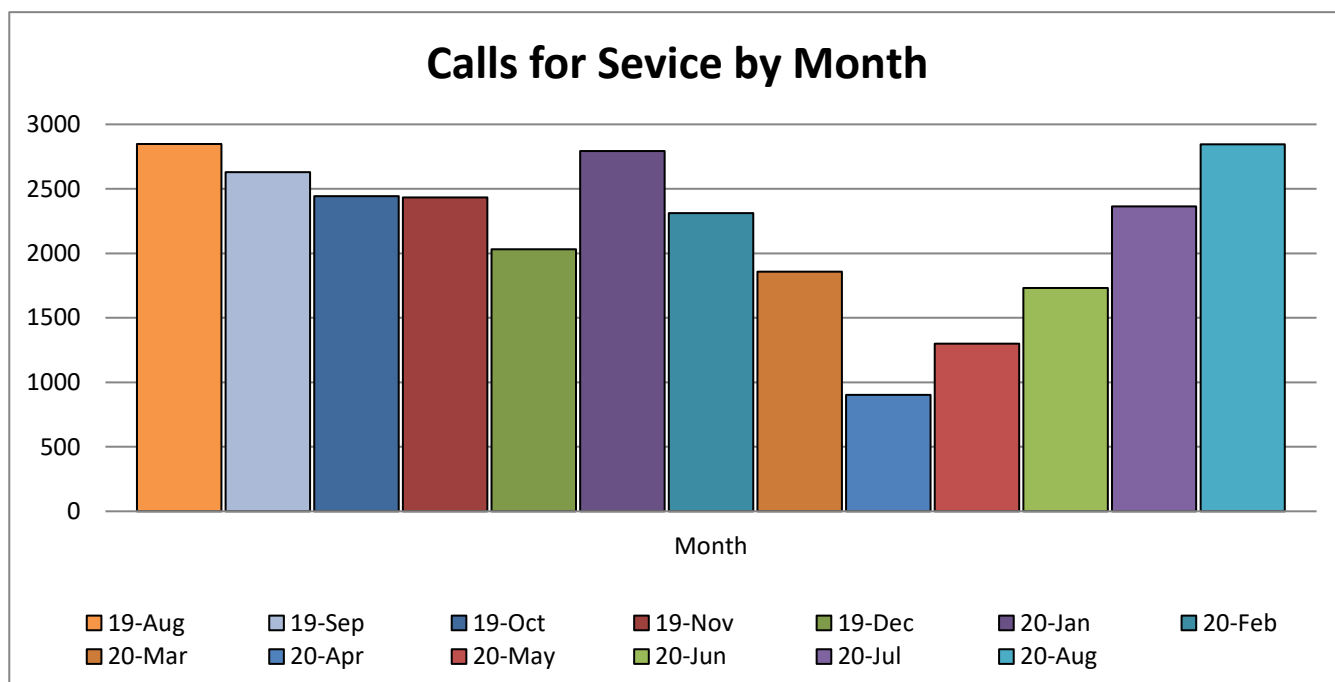


Westfield Police Department
August 2020

Total # of Calls by Hour of Day

HOURL	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr	20-May	20-Jun	20-Jul	20-Aug
0	119	116	93	102	85	97	103	78	17	41	47	86	126
1	73	83	64	55	33	66	71	31	15	28	32	67	103
2	49	59	62	49	33	49	48	41	12	15	24	42	63
3	32	62	58	35	19	48	48	29	9	25	19	30	44
4	25	32	24	26	33	45	41	10	3	13	14	20	23
5	37	40	30	43	42	51	33	29	15	15	26	34	42
6	45	42	42	27	49	35	34	48	37	28	65	61	78
7	116	90	68	77	54	71	69	86	39	40	49	51	87
8	134	128	137	142	104	184	111	107	30	47	76	94	132
9	171	155	155	172	126	185	164	114	47	55	92	142	184
10	165	175	140	144	129	156	130	119	34	88	88	133	191
11	149	132	118	141	123	157	126	93	59	78	115	132	163
12	138	108	105	123	89	141	98	101	44	69	97	110	133
13	148	106	127	131	101	142	117	100	69	97	90	129	146
14	164	126	134	131	94	166	119	119	42	68	112	123	176
15	161	120	124	99	109	165	121	114	61	89	109	130	150
16	148	132	110	99	87	124	100	88	52	81	99	154	118
17	132	109	101	100	79	66	88	92	60	78	90	142	132
18	187	176	155	196	144	176	141	96	55	72	81	135	157
19	159	154	153	171	108	186	153	97	39	61	88	135	149
20	67	90	90	60	76	107	89	74	63	52	66	102	89
21	136	108	103	98	89	95	73	43	47	64	100	96	92
22	152	139	152	100	122	147	121	63	26	49	90	105	135
23	142	148	98	112	103	134	113	87	28	47	62	111	133
TOTAL	2849	2630	2443	2433	2031	2793	2311	1859	903	1300	1731	2364	2846

Westfield Police Department
August 2020



Westfield Police Department
August 2020

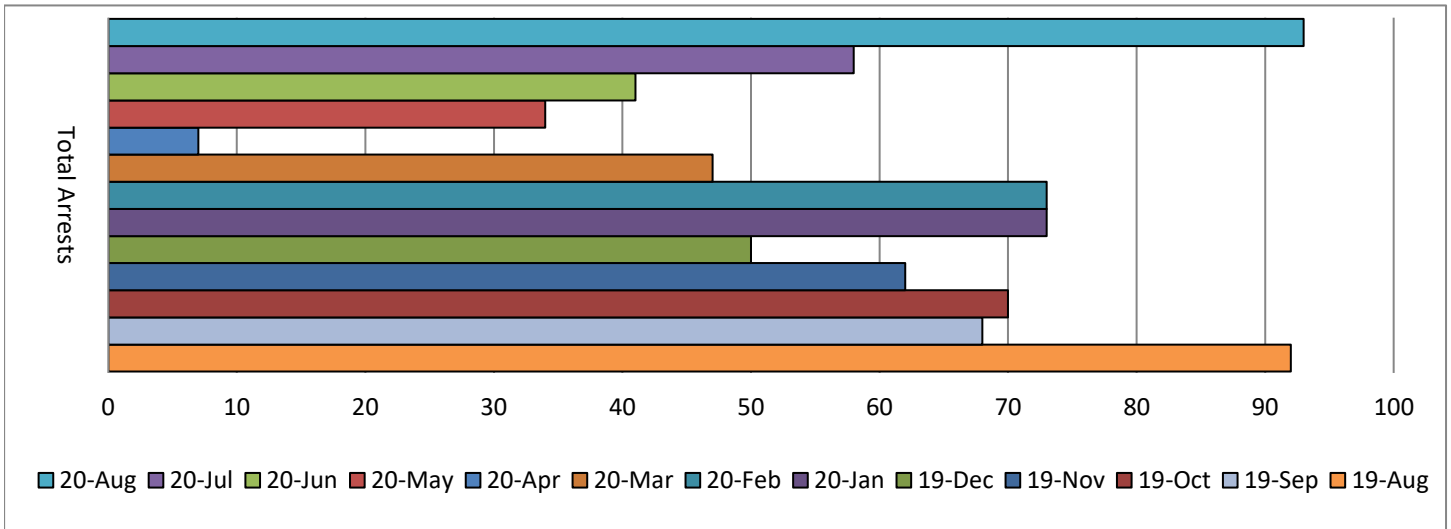
UCR OFFENSES

OFFENSE	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr	20-May	20-Jun	20-Jul	20-Aug
Arson	1	0	0	0	0	0	0	0	0	0	0	1	1
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	0	0	1	-1	0	1	0	0	0	0	1
Robbery	0	0	0	2	0	0	0	0	0	2	0	0	0
Battery - Aggravated	0	1	0	1	0	0	1	3	1	2	1	1	4
Battery - Simple	14	22	9	12	15	18	22	21	18	17	17	29	20
Burglary	2	0	1	0	0	3	0	2	1	5	4	6	4
Theft	31	24	32	16	28	23	19	30	23	18	18	16	38
Motor Vehicle Theft	1	0	1	1	2	2	0	2	0	0	2	1	1
TOTAL	49	47	43	32	46	45	42	59	43	44	42	54	69

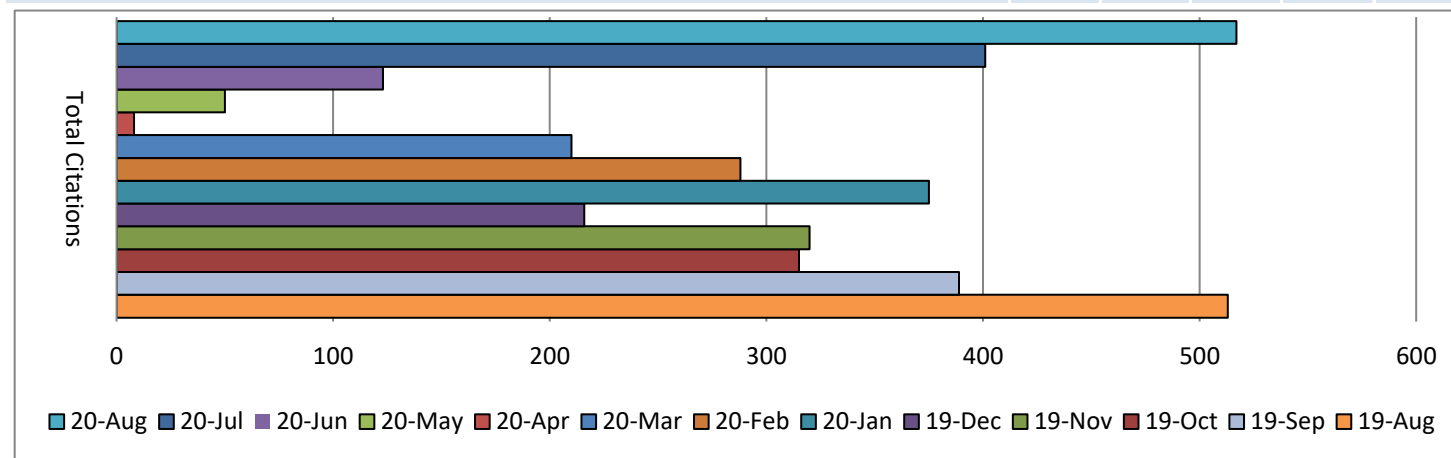
Westfield Police Department

August 2020

Arrest Reports Taken	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr	20-May	20-Jun	20-Jul	20-Aug
Alcohol/ Drug Related	35	27	22	23	18	17	20	20	1	8	18	20	25
Felony Charges	20	31	19	13	12	19	15	21	2	13	23	36	34
Misdemeanor Charges	90	86	82	84	77	63	80	79	9	35	79	78	99
Total Arrests	92	68	70	62	50	73	73	47	7	34	41	58	93



Traffic	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr	20-May	20-Jun	20-Jul	20-Aug
Total Citations	513	389	315	320	216	375	288	210	8	50	123	401	517
Total Written Warning	1232	1167	1051	1263	805	1408	1119	612	25	143	350	768	961
Total Traffic Accidents	55	68	47	77	78	53	45	39	25	39	58	50	45
Property Damage	44	62	37	69	72	48	40	38	24	36	55	46	37
Personal Injury	10	6	10	8	6	5	5	1	1	3	3	4	8
Fatality	1	0	0	0	0	0	0	0	0	0	0	0	0
Hit and Run*	2	9	5	5	3	8	3	4	3	3	8	6	9
*numbers included in property damage, personal injury, and fatality accidents													



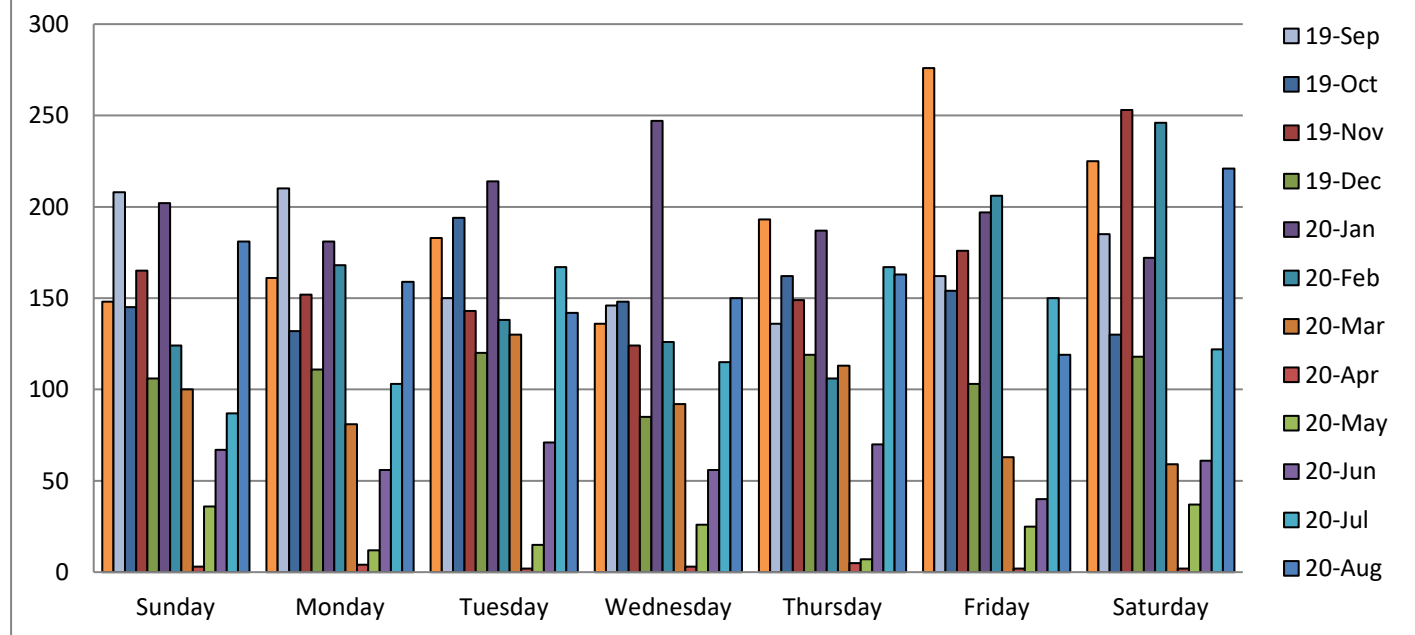
Westfield Police Department

August 2020

Traffic Stops by Day of Week

Day:	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr	20-May	20-Jun	20-Jul	20-Aug
Sunday	148	208	145	165	106	202	124	100	3	36	67	87	181
Monday	161	210	132	152	111	181	168	81	4	12	56	103	159
Tuesday	183	150	194	143	120	214	138	130	2	15	71	167	142
Wednesday	136	146	148	124	85	247	126	92	3	26	56	115	150
Thursday	193	136	162	149	119	187	106	113	5	7	70	167	163
Friday	276	162	154	176	103	197	206	63	2	25	40	150	119
Saturday	225	185	130	253	118	172	246	59	2	37	61	122	221
TOTAL	1322	1197	1065	1162	762	1400	1114	638	21	158	421	911	1135

Total Traffic Stops by Day of Week



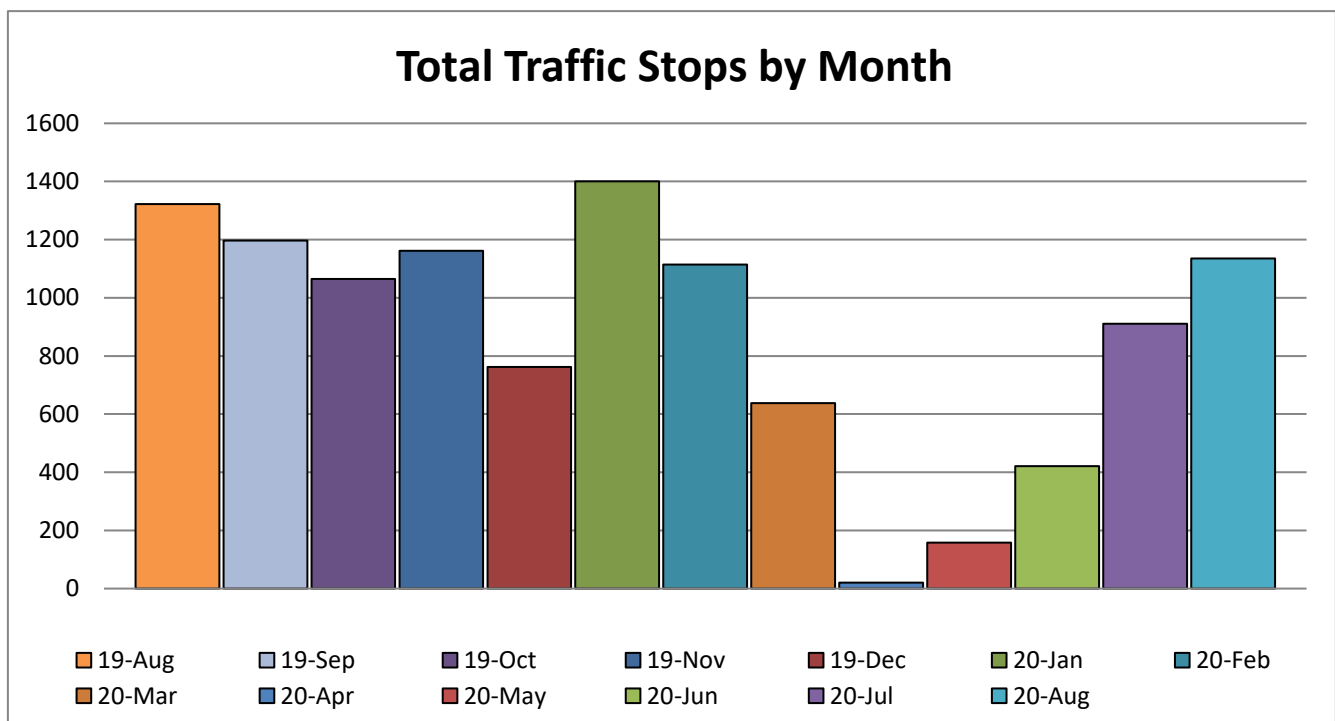
Westfield Police Department

August 2020

Traffic Stops by Hour of the Day

Hour:	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr	20-May	20-Jun	20-Jul	20-Aug
0	73	82	51	48	43	48	55	40	0	3	9	48	71
1	46	53	29	31	20	34	41	8	0	2	7	35	47
2	29	34	30	22	9	18	24	12	0	1	2	11	16
3	14	27	23	11	5	19	21	12	0	4	5	15	12
4	8	17	4	2	4	14	21	2	0	3	4	7	5
5	17	18	10	13	22	26	15	10	0	1	14	15	20
6	26	25	22	8	18	25	15	14	0	6	43	32	51
7	54	40	37	34	11	39	31	37	2	8	16	13	18
8	69	62	75	75	46	86	62	41	1	10	35	37	44
9	71	68	73	90	52	89	88	36	2	7	35	58	83
10	76	72	59	74	52	70	63	30	1	15	26	58	68
11	60	40	50	68	44	77	59	19	0	12	35	49	61
12	59	31	45	41	25	53	40	28	2	3	13	34	46
13	55	27	43	48	23	50	49	27	1	12	19	38	47
14	73	43	49	58	26	84	57	43	2	10	24	43	47
15	69	44	47	45	30	82	47	46	0	18	23	44	46
16	55	36	25	29	21	58	28	19	1	9	15	55	49
17	28	16	21	20	16	12	19	20	2	8	6	58	47
18	81	85	72	112	70	108	74	28	2	6	8	47	61
19	76	81	83	119	54	123	92	45	1	4	23	55	63
20	16	30	25	19	21	58	40	35	0	4	13	42	30
21	63	61	49	52	31	54	29	12	0	1	14	24	35
22	98	91	81	61	66	85	67	25	2	3	12	35	75
23	106	114	62	82	53	88	77	49	2	8	20	58	93
TOTAL	1322	1197	1065	1162	762	1400	1114	638	21	158	421	911	1135

Westfield Police Department
August 2020



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August 2020

Community Events

8/4/20	Coffee With a COP
8/8/20	Back to School at Chatham Hills
8/29/20	Cub Scouts Bike Rodeo at Oak Trace Elementary

Westfield Police Department
August 2020

Training

8/3/20	Axon
8/3-7/20	EVO Instructor for IUPD
8/4/20	IDACS Coordiniator Course
8/6/20	ALICE Instructor Recertification
8/11-12/20	K9 Recertifications
8/26/20	Firearms Qualifications

Residential Collection

	\$	2,140,200.00	\$	2,846,640.00							
14,500 households		<u>Ray's</u>		<u>Republic</u>	<u>Ray's</u>	<u>Republic</u>	<u>Ray's</u>	<u>Republic</u>	<u>Ray's</u>	<u>Republic</u>	
		2021		2021	2022	2022	2023	2023	2024	2024	2025
Three Containers of any combination	\$	12.30	\$	16.36	\$ 12.30	\$ 16.36	\$ 12.55	\$ 16.36	\$ 12.81	\$ 16.36	\$ 13.11
1 - Trash											
1 - Trash and 1 - Recycling											
2 - Trash											
2 - Trash and 1 - Recycling											
Additional Trash Bag Tags/Stickers (pre-paid)	\$	2.00	\$	2.50		\$ 2.50		\$ 2.50		\$ 2.50	
Additional Trash container / month	\$	10.00	\$	5.00	\$ 10.00	\$ 5.00	\$ 10.00	\$ 5.00	\$ 10.00	\$ 5.00	\$ 10.00
Additional Recycle container / month	\$	10.00	\$	5.00	\$ 10.00	\$ 5.00	\$ 10.00	\$ 5.00	\$ 10.00	\$ 5.00	\$ 10.00
One-time delivery charge	\$	10.00			\$ 10.00		\$ 10.00		\$ 10.00		\$ 10.00
Ten (10) Leaf bags and/or Brush Bundles in November			\$	-		\$ -		\$ -		\$ -	
(1) Annual Christmas tree pick-up	\$	-			\$ -		\$ -		\$ -		\$ -
(1) Annual Christmas tree pick-up if cut in 4' sections			\$	-		\$ -		\$ -		\$ -	
Replacement carts (each)	\$	60.00									
delivery charge	\$	10.00									

City Buildings

		<u>Ray's</u>		<u>Republic</u>	<u>Ray's</u>	<u>Republic</u>	<u>Ray's</u>	<u>Republic</u>	<u>Ray's</u>	<u>Republic</u>	
		2021		2021	2022	2022	2023	2023	2024	2024	2025
City Hall - 130 Penn	\$	-	\$	69.04	\$ -	\$ 69.04	\$ -	\$ 69.04	\$ -	\$ 69.04	\$ -
2 - Trash 96gal polycart wkly											
1 - Recycle 64gal polycart wkly											
2 - Shred box containers mnthly											
City Services - 2728 East 171st Street	\$	495.00	\$	510.04							
Base rate	\$	-	\$	323.04							
5 - 20yrd Trash dumpster	\$	165.00	\$	187.00	*						
1 - 10yrd Trash dumpster	\$	165.00									
1 - 10yrd Recycling dumpster	\$	165.00									
2 - Shred box containers	\$	-									
* subtracted tonnage costs from proposed price to equate to Republic											
Public Safety Bldg. - 17535 Dartown Road	\$	-	\$	69.04	\$ -	\$ 69.04	\$ -	\$ 69.04	\$ -	\$ 69.04	\$ -
2 - Trash 96gal polycart wkly											
1 - Recycle 64gal polycart wkly											
2 - Shred box containers mnthly											
Station 82 - 1920 East 151st Street	\$	-	\$	16.36	\$ -	\$ 16.36	\$ -	\$ 16.36	\$ -	\$ 16.36	\$ -
2 - Trash 96gal polycart wkly											
1 - Recycle 64gal polycart wkly											
Station 83 - 17944 Grassy Branch Road	\$	-	\$	16.36	\$ -	\$ 16.36	\$ -	\$ 16.36	\$ -	\$ 16.36	\$ -
2 - Trash 96gal polycart wkly											
1 - Recycle 64gal polycart wkly											
Township Office - 1549 Greyhound Pass	\$	-	\$	26.36	\$ -	\$ 26.36	\$ -	\$ 26.36	\$ -	\$ 26.36	\$ -
2 - Trash 96gal polycart wkly											
3 - Recycle 64gal polycart wkly											
Grand Park - 19000 Grand Park Blvd.											
3 - Self-contained Trash Compac	\$	1,050.00	\$	1,275.00							
3 - Self-contained Recycle Comp	\$	1,050.00	\$	1,275.00							
1 - 40yrd trash dumpster	\$	-	\$	-							
per haul charge	\$	165.00	\$	170.00							
per ton charge	\$	38.00	\$	42.00							

per ton recycle processing \$ 74.15

Special Events

	<u>Ray's</u>	<u>Republic</u>	<u>Ray's</u>	<u>Republic</u>	<u>Ray's</u>	<u>Republic</u>	<u>Ray's</u>	<u>Republic</u>	<u>Ray's</u>	<u>Republic</u>
	2021	2021	2022	2022	2023	2023	2024	2024	2025	2025
Disposal collection containers	\$ -		\$ -		\$ -		\$ -		\$ -	
40 - Trash containers /yr	\$ 280.00	\$ -								
40 - Recycling containers / yr	\$ 280.00	\$ -								
Additional event boxes over 80 allotted - each		\$ 8.00								
Bi-Annual City-wide bulk item collection										
Shred Truck (per hour)	\$ 140.00									
Document Destruction (per pound)	\$ 0.15									
Rearload trucks per hour (port to port)	\$ 125.00									
Box truck for E-waste Collection	\$ 80.00									
Rolloff Boxes - (per haul plus fuel)	\$ 165.00									
(per ton) disposal	\$ 38.00									
Disposal (per ton)	\$ 38.00									
E-waste (per item)	\$ 15.00									
Tires (per tire)	\$ 5.00									
Solid Fill (per yard)	\$ 6.00									
TV 39" or less (each)	\$ 20.00									
TV 40" or larger (each)	\$ 35.00									
30yrd Open Top (per load)		\$ 350.00								
(per ton >5)		\$ 38.00								
40yrd Open Top (per load)		\$ 426.00								
(per ton >7)		\$ 38.00								

	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	
Carmel	\$ 12.20	\$ 12.56	\$ 12.93	\$ 12.31	cost of the trash and weekly recycling program including a billing service fee Republic https://www.carmelutilities.com/Carmel-Trash-Recycle-Program.html
Fishers	Residents can compare prices				Best Way, Ray's, Republic, Waste Management https://fishers.in.us/124/Public-Utilities
Noblesville	\$ 13.85				Republic https://www.cityofnoblesville.org/departments/division.php?structureid=194
Westfield	\$ 12.26	\$ 12.30	\$ 12.30	\$ 12.55	cost of the trash and weekly recycling program Ray's
City Admin Fee	\$1.00	\$1.00	\$1.00	\$1.00	

