



CITY OF WESTFIELD, IN
Board of Public Works_Meeting_Agenda_08_26_2020

Wednesday, August 26, 2020 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, August 26, 2020 at 01:00 PM

MEETING PLACE: Westfield Public Works- Large Conference Room

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

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Documents: [July 22 Meeting Minutes](#)

Bid Approval

NONE

Construction Standards & Specifications Changes

NONE

Change Orders

NONE

Contracts/Agreements

Action Item #2:

INDOT & City of Westfield - Local Public Agency Contract – Midland Trace Trail Crossing on Carey Road

Documents: [INDOT LPA Contract](#)

Action Item #3:

Vortex Aquatic Structures & City of Westfield – Goods & Services Contract - Splash Pad

Documents: [Vortex Goods & Services Contract](#)

Action Item #4:

East Street North Extension Project for a Utility Reimbursement Agreement with Duke Energy -Signing Authority

Documents: [Signing Authority](#)

Action Item #5:

Westfield Properties & City of Westfield – Road Impact Fee Agreement

Documents: [Road Impact Fee Agreement](#)

Action Item #6:

Etica Group & City of Westfield – On Call Services Agreement

Documents: [On Call Services Agreement](#)

Action Item #7:

Legends Crossing Road Impact Fee Credit Agreement

Documents: [Legends Crossing RIF Credit Agreement](#)

Action Item #8:

Kiddie Academy-Waterleaf Drive Road Impact Fee Installment Agreement

Documents: [Kiddie Academy Road Impact Fee Installment Agreement](#)

Permit Approval

Action Item #9:

Encroachment Application - Duke Energy - 193rd Street

Documents: [Duke Energy Encroachment Application](#)

Agreements and/or Memorandum of Understanding (MOU)

Consent Agenda

WPD - Approval for Staff Promotions

August Bond Information

Documents: [August Bond List](#)

Department Reports

Fire

Police

Documents: [WPD July Report](#)

Public Works

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY July 22, 2020

The Westfield Board of Public Works and Safety met on July 22, 2020 via virtual conference call. Present were Randy Graham, 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:

Jim Ake made the motion to approve the June 24, 2020 meeting minutes as presented. Randy Graham seconded. Vote: Yes-2; No-0. Motion carried.

CONTRACTS/AGREEMENTS

Action Item #2: Lochmueller Group & City of Westfield-Local Public Agency Agreement-East Street Construction Inspection Contract

Johnathon Nail presented stating the agreement would award Lochmueller Group, Inc the contract to provide inspection services on the East Street project (196th St to SR 38). This project is an 80-20 match with INDOT. This contract for inspection services has a not to exceed amount of \$499,970. The MPO has agreed to pay 80% of the Inspection Services, so the City's part will be around \$100,000.

Randy Graham made the motion to approve the agreement as written. Jim Ake seconded. Vote: Yes-2; No-0. Motion carried.

Action Item #3: Clark Dietz & City of Westfield-Professional Services Agreement-Proposal for the Grand Junction Plaza CLOMR

Johnathon Nail presented stating this agreement (not to exceed \$79,500) would allow for Clark Dietz to perform required services on the Anna Kendall drain (also known as Grassy Branch). The scope of services is divided into two major work elements. The first element includes agency coordination, hydraulic modeling, and floodplain mapping updates. The second includes the Conditional Letter of Map Revision submittal to IDNR and FEMA. Kent Ward with Hamilton Co. Surveyor's office has said, since the county would benefit from the CLOMR, they will reimburse the City half of the cost of these services. Projects that will be added to the hydraulic model include:

- Grand Junction Plaza
- Mill Street Bridge
- Westfield Park Road Culvert
- The Trails
- Westfield Boulevard
- Wheeler Landing

- 175th Street

Jim Ake made the motion to approve the agreement as written. Randy Graham seconded. Vote: Yes-2; No-0. Motion carried.

PERMIT APPROVAL

Action Item #4: Encroachment Application-Duke Energy-18818 Spring Mill Road-Lancaster

Adam Essex presented stating this is a request to add (3) three new poles to provide services to the Lancaster subdivision (South of 191st on the Westside of Spring Mill Rd). The request is for aerial rather than underground construction as it is cost prohibitive to the developer. The poles will be located at the back of the right-of-way, so the City feels there is not a safety issue involved.

Randy Graham made the motion to approve the encroachment application. Jim Ake seconded. Vote: Yes-2; No-0. Motion carried.

Action Item #5: Encroachment Application-Duke Energy-225 Springmill Point Drive W.

Adam Essex stated this request is to relocate (3) three poles along the Westside of Spring Mill Rd. South of Springmill Point Dr. The relocation is further back of the right-of-way, moving away from Spring Mill Rd.

Jim Ake motion to approve encroachment application. Randy Graham seconded. Vote: Yes-2; No -0. Motion carried.

CONSENT AGENDA:

WPD-Equipment Disposal

WPD-Approval to Hire Officer: Rafael Diaz Jr. (Conditional Requirements)

July Bond Information

Randy Graham made the motion to approve the consent agenda. Jim Ake seconded. Vote: Yes-2; No-0. Motion carried.

DEPARTMENT REPORTS:

Fire- No report

Police- No report

Public Works- Johnathon Nail

With no further business Randy Graham made the motion to adjourn. Jim Ake seconded. The meeting was adjourned at 1:18 PM

Deputy Clerk-Treasurer
Safety

Board of Public Works and

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

EDS #: A249-20-L200073

Des. No.: 1901977

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
32 South Broadway Street
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, 2021 and June 30, 2022**, 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, 2022 and June 30, 2024**, 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
7/30/2020

STATE OF INDIANA
Department of Transportation

Executed by:

Joseph McGuinness, Commissioner (FOR)

Date: _____

Department of Administration

Lesley A. Crane, Commissioner

Date: _____

State Budget Agency

Zachary Q. Jackson, Director

Date: _____

Approved as to Form and Legality:

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

Date: _____

ATTACHMENT A
PROJECT DESCRIPTION

Des. No.: **1901777**
Program: **Group I HSIP**
Type of Project: **Median Construction**
Location: **Midland Trace Trail Crossing on Carey Road**

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

Midland Trace Trail Crossing on Carey Road (approximately 900' south of SR 32). This project is to provide a refuge for cyclists and pedestrians on the Midland Trace Trail to wait for gaps in traffic as they cross Carey Road. The pedestrians/cyclists will only need cross one direction of traffic at a time and enable them to stop in the middle of the road to wait for a sufficient gap to continue crossing the street. The refuge island will reduce conflicts between pedestrians and vehicles and reduce the exposure of pedestrians in the street. Additionally, street lighting will be installed at the intersection to provided added visibility of pedestrians and cyclists around dawn or dusk when visibility is usually impaired.

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 **Group I HSIP** 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 **90%** 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, **7/30/2020**, the maximum amount according to the TIP dated **6/16/2020** is \$ **65,013.00**. 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 _____% of the eligible Project costs. The maximum amount of federal funds allocated to the project is \$_____.
- 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.

CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services (“Vendor Contract”) is made and entered into as of the 5th day of August 2020, by and between City of Westfield (“Contracting Party”) and Vortex Aquatic Structures Intl. (“Vendor”).

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

- A. **Basic Terms.** This Vendor Contract is on the following basic terms and conditions:
- (a) Goods and/or services provided by Vendor: (See Exhibit B attached hereto and made a part hereof).
 - (b) Location: Quaker Park 17501 Dartown Road, Westfield, Indiana 46074 (the “City Property”)
 - (c) Date by which the Services shall be completed: May 28th, 2021 (the “Completion Date”).
 - (d) Purchase Price: 299 Thousand 100 Hundred 10 Dollars and 00/100, \$299,110.00 (see Proposal dated 14/07/2020 - Exhibit B).
 - (e) Liquidated Damages shall be assessed at \$500.00 per day for each day work is not complete after the specified completion dates.
 - (f) The Contracting Party provides two payment options to vendors for payment of approved invoiced amounts. They are as follows:
 - a. Option #1: Traditional – Invoices shall be payable within forty-five (45) days following Contracting Party’s receipt and approval of an invoice at the address specified below.
 - b. Option #2: Preferred – Invoices are payable within 7 days following Contracting Party’s receipt and approval of an invoice at the address specified below if vendor accepts MasterCard.
 - (g) The Contract Documents include:
 - a. This Goods and Services agreement
 - b. “Contract and Specifications for Quaker Park Splash Pad Version A” dated July 14th, 2020 inclusive of all sections and appendixes.

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

- (h) Addresses:

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

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

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

If to Vendor:

Vortex Aquatic Structures Intl.
11024 Bailey Road
Suite C
Cornelius, North Carolina 28031
877-586-7839 phone

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

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

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

CONTRACT TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

10. **REQUIRED INSURANCE AND INDEMNIFICATION:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

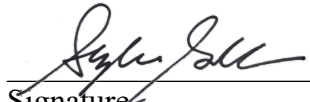
EXECUTED this 29 day of July, 2020.

Contracting Party:

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

Vendor:

Vortex Aquatic Structures Intl.
11024 Bailey Road
Suite C
Cornelius, North Carolina 28031
877-586-7839 phone



Signature

Stephan Gradek

Printed Name

VP Finance & Strategic Initiatives

Title

July 29, 2020

Date

Signature

Printed Name

Title

Date

EXHIBIT A

Project Rules

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

SITE ACCESS

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

LIMITED CITY OCUPANCY (If Applicable)

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

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

MATERIAL MANAGEMENT PLAN

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

CLEAN UP

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

WORK HOURS

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

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

PUBLIC ACCESS AND SAFETY

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

SITE DECORUM

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

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

PARKING

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

UTILITY COORDINATION

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

USE OF ROADWAYS AND PATHS

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

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

TRAFFIC CONTROL

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

CRANES & HOISTING

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

TEMPORARY SHORING AND BRACING

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

TEMPORARY BARRICADES

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

CONSTRUCTION SIGNAGE

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

❑ Project Specific Signage:

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

TEMPORARY FACILITIES

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

RUBBER TIRED EQUIPMENT

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

REMOVAL OF TEMPORARY FACILITIES

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

VIOLATIONS

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

GENERAL SAFETY PRECAUTIONS

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

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

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

EXHIBIT B

See attached Proposal dated xx.xx.xx

Attachment 1

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

Attachment 2

The Affidavit of Employee Status shall be signed and notarized.

AFFIDAVIT OF EMPLOYEE STATUS

Re: Project – 2020/21 Quaker Park Splash Pad Replacement Project

WHEREAS, the City of Westfield, Hamilton County, Indiana, hereinafter referred to as the “City” is in the process of construction work on the 2020/21 Quaker Park Splash Pad Replacement Project, hereinafter referred to as the “Project”;

WHEREAS, Vortex Aquatic Structures Intl., hereinafter referred to as the “Vendor”, is the general contractor of the above reference project; and

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

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

Signature:

Printed Name:

Signature:

Printed Name:

STATE OF INDIANA:

SS:

COUNTY OF

:

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

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

Signature

Printed Name

My Commission expires _____

I am a resident of _____ County.

CITY OF WESTFIELD BY:

, Director of Public Works

STATE OF INDIANA:

SS:

COUNTY OF HAMILTON:

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

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

Signature

Printed Name

My Commission expires _____

I am a resident of _____ County.

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

Attachment 3

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



Invoice Date:	
Invoice or App Number:	

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

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

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

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

Account Name	City of Westfield - Parks & Recreation - Indiana	Created Date	14/07/2020
Project Name	Quaker Park, IN	Quote Number	00028650
Project ID	35152	Quote Name	Version A
		Prepared By	Angela Monroe
		Phone	877-586-7839 ext. 361
		Email	amonroe@vortex-intl.com
Bill To Name	City of Westfield	Ship To Name	City of Westfield
Bill To	Westfield, Indiana United States	Ship To	Westfield, Indiana United States

Quantity	Item No.	Product Description
1.00	7232.2008R02	Bobble N°1 (SW,PC)
2.00	321.4100R01	DIRECTIONAL JET N°2 (EM-LFN)
1.00	0547.2008R02	GATEWAY ARCH (SW,PC)
3.00	301.4100R03	GEYSER (EM,LFN)
1.00	7238.2008R02	Helio N°3 (SW,PC)
1.00	7241.2008R02	Helio N°6 (SW,PC)
2.00	7235.2008R01	Luna Cannon N°1 (SW,PC)
1.00	7773.2008R02	Silhouette N°2 (SW, PC)
1.00	7774.2008R01	Silhouette N°3 (SW, PC)
2.00	324.4100R01	Sparkle N°1 (EM-LFN)
1.00	7799.2008R01	Spiroo (SW,PC)
1.00	7242.2008R01	TwinSplash (SW, PC)
1.00	322.4000R01	Water Bloom N°1 (EM)
1.00	611.2008R05	BOLLARD ACTIVATOR No 3(SW, PC)
2.00	1001.4000R02	PLAYSAFE DRAIN No1
1.00	D0800.0000R01	Water Distribution System (WCC) - See Description Below

Custom Product Information

Product Description Water Distribution System
 Serial Number: 35152D2007R00

Wall Mounted Command Center - Flow-Through
 Single 2" Inlet
 With Pressure Regulator; Backflow Preventer Installed
 Controller Installed in Equipment

Enquire about our cooperative purchasing programs!

0 Additional Output
1 Activation Device

8x 1-1/2" PVC Solenoid Valve Line
7x 1-1/2" PVC Solenoid Valve Line
1x MaestroPRO, Splashpad, 24 out / 12 in 240V
1x Verizon LTE Cell Module

OTHER SERVICES:

Water Flecks Safety Surfacing
Provide & Install 5137 Square Feet Water Flecks 3/8 Non Porous Surfacing
2 Standard Colors
Provide Dumpster and Dispose of Refuse

Installation Scope:

BY VORTEX USA:

Set all safe-swap anchors, ground sprays and features to elevation.
Bolt and flow adjustments for all features
Pipe all features with Upornor/Poly piping to water/sewer/manifold.
Make connections to existing 10,000 gallon holding tank from drains.
Install Wall Mounted Manifold in room.
Provide a 95% compacted sand base to leave a 6" reveal for concrete pad
6" Concrete for splashpad area with 3/8 Rebar – 18" on center
Start up training/Shut down training

BY CITY:

Site demoed and graded.
Remove soils.
Site restoration. Topsoil and seed disturbed areas, in needed.
All Permits and inspections required.
All utilities brought to pad (Water, Power, Sewer). Final electrical connections done by City.
Need 2" dedicated water feed line brought to pad after city provided back flow preventer and/or water meter is installed to have 85psi for system to function properly.
Provide power to site and final connections to manifold/controller.
Temporary Fencing, if required.

Terms & Totals

Field Credit Terms	50% Deposit - Balance Before Shipment	Subtotal	USD 79,775.00
Ship Via	Best Way	Installation	USD 136,000.00
		Other Services	USD 80,025.00
		Freight	USD 1,500.00
		Embed Freight	USD 950.00
		Packaging	USD 860.00
		Grand Total	299,110.00

Lead Time: Standard lead time of 6-8 weeks for Play Products, 10 weeks for Water Recirculation Equipment and 16 weeks for Elevations. These times are contingent upon receipt of purchase order, approved drawings and all applicable color selections

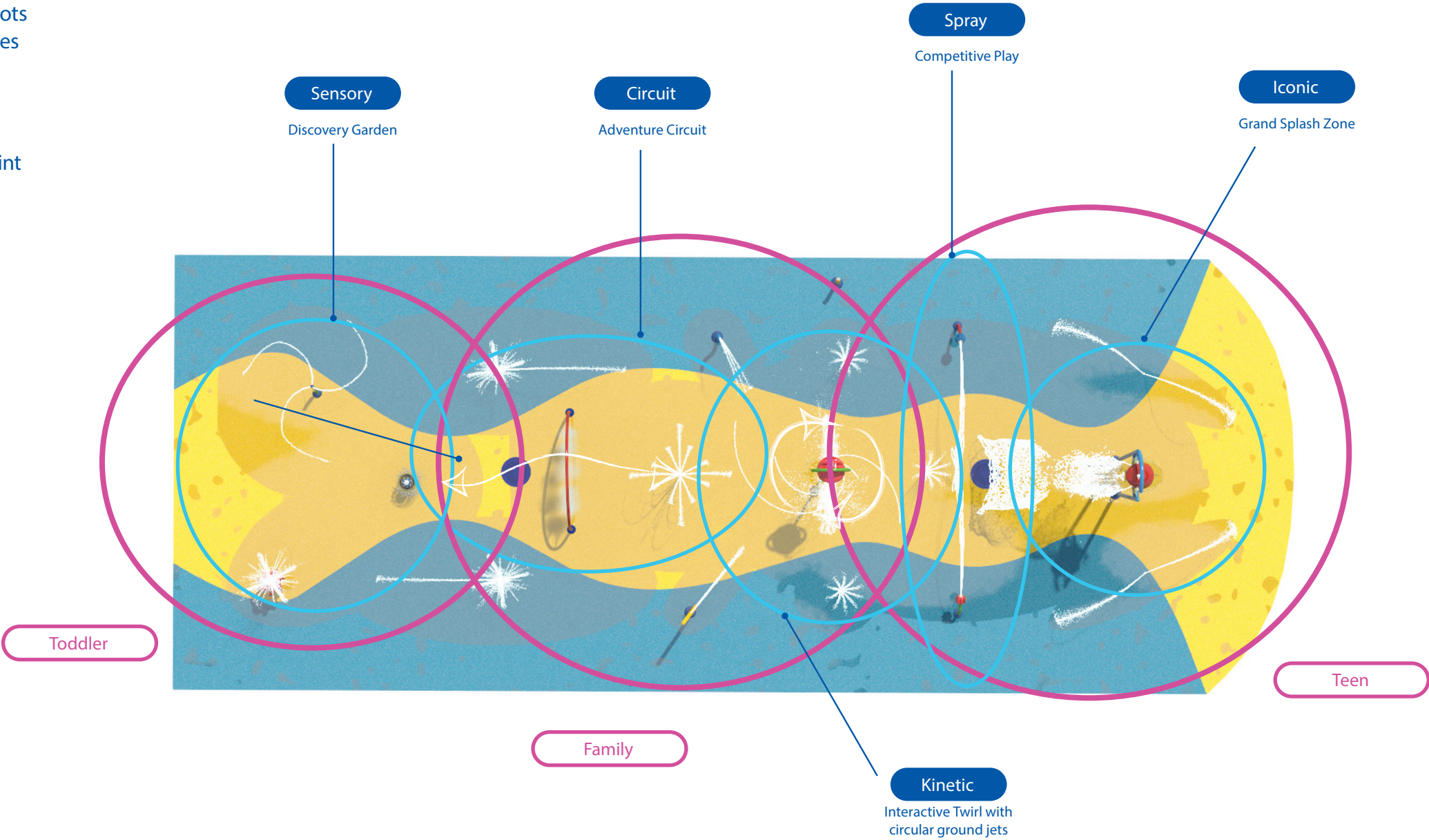
Conditions of sales: Prices quoted above are valid for a period of 60 days, upon which they are subject to change without notice. Freight charge applies to complete shipment. Please note: freight charge is an estimate and is subject to change without notice. Should embed

Play Value Planning

Aquatic play may feel spontaneous, but it actually requires lots of planning. We design every play experience to keep families engaged, boost dwell times, and increase return visits.

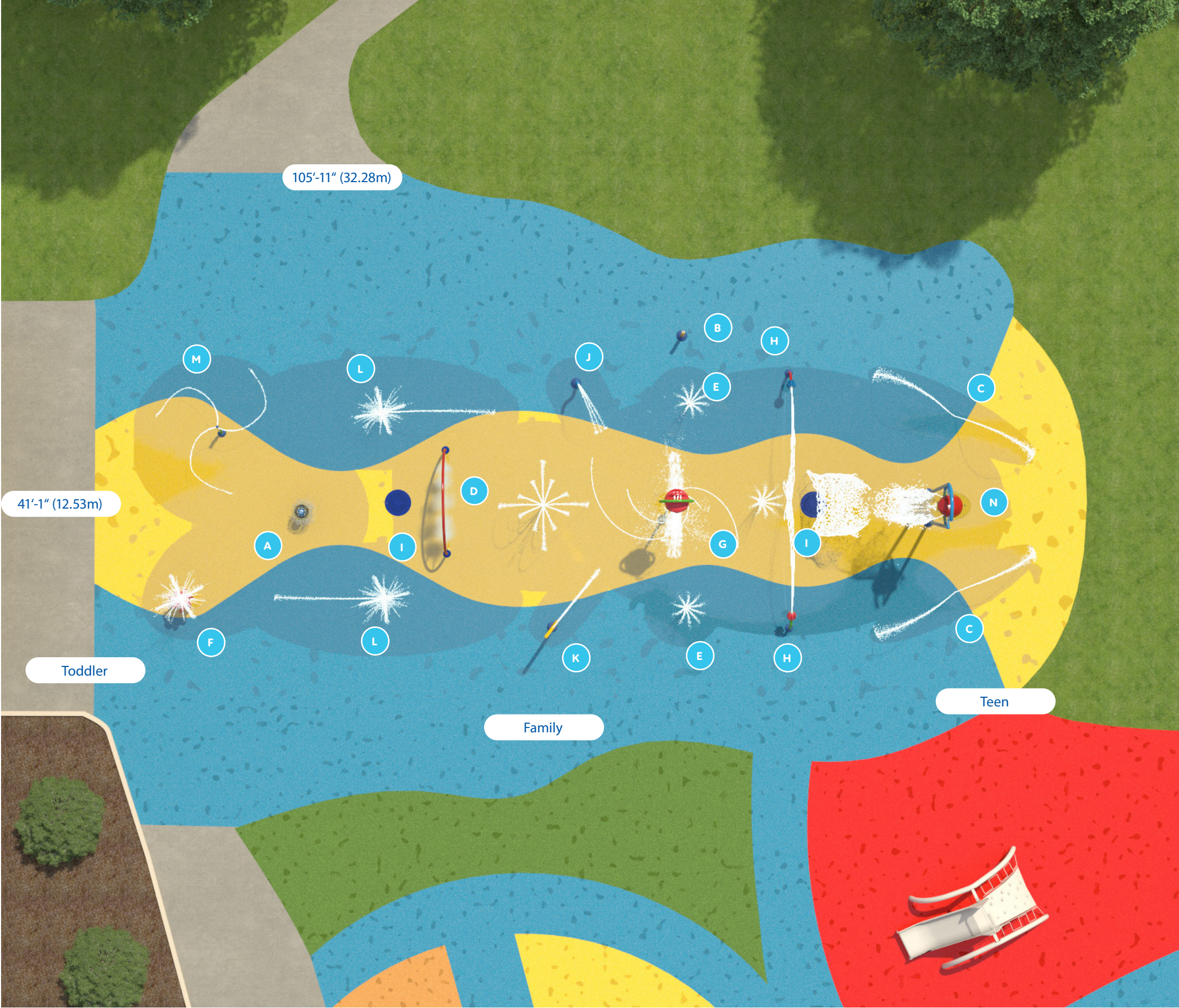
To build lasting memories among moms, dads, and little ones of all abilities, we carefully consider how to integrate products that cater to everything from the location's footprint and capacity to its demographics and theming objectives.

-  **Sensory**
Stimulates & develops multiple sense experiences
-  **Spray**
Encourages teamwork & competition
-  **Kinetic**
Features interactive fun & encourages movement
-  **Iconic**
Features interactive fun & serves as a social gathering place
-  **Circuit**
Encourages physical development



Total area: 4263 ft² (396 m²)
Total sprayzone area: 2941 ft² (273 m²)

REF	PRODUCT	QTY	GPM	LPM
A	Bobble N°1 VOR 7232	1	6	22.7
B	Bollard Activator N°3 VOR 0611	1	0	0
C	Directional Jet N°2 VOR 0321	2	3	11.4
D	Gateway Arch VOR 0547	1	7.5	28.4
E	Geyser VOR 0301	3	13.5	51.1
F	Helio N°3 VOR 7238	1	3	11.4
G	Helio N°6 VOR 7241	1	13	49.2
H	Luna Cannon N°1 VOR 7235	2	13	49.2
I	Playsafe Drain N°1 VOR-1001.4000	2	0	0
J	Silhouette N°2 VOR 7773	1	3	11.4
K	Silhouette N°3 VOR 7774	1	6	22.7
L	Sparkle N°1 VOR 0324	2	5	18.9
M	Spiroo VOR 7799	1	7	26.5
N	Twinsplash VOR 7242	1	12	45.4
O	Water Bloom N°1 VOR 0322	1	9	34.1
TOTAL WATER FLOW		QTY	GPM	LPM
		21	101.0	382.4



All 3D renders shown are for illustration purposes only. Actual colors, textures and finishes may differ from renders.



Request for Proposal

Splash Pad Replacement Quaker Park

INTRODUCTION

The Westfield Parks and Recreation Department goal is to provide safe and fun play experiences in our parks. The City, for the last 14 years, has operated an incredibly popular Splash Pad at our Quaker Park location. The Splash pad has offered a safe and enjoyable experience for many of Westfields residents and visitors alike.

OBJECTIVE

To replace the current Splash Pad with a one-of-a-kind Splash Pad that will meet the needs of the residents and visitors of the City of Westfield for years to come. The new Splash Pad will fit with in the overall colorful theme of Quaker Park and offer water play to all ages. The Splash Pad will also need to fill the same area and footprint that is left after the removal of the current one.

PROJECT SCOPE

Companies interested in this project will be invited to a mandatory web-based pre-project meeting on Thursday July 9th, 2020. Details regarding the meeting login will be sent to bidders upon their submission of an intent to bid. At this meeting we will review this request and answer any questions bidders might have.

Responding companies are welcome to develop up to three designs that would work in the footprint laid out for the new Splash Pad (appendix A). The designs will be reviewed by City Staff and scored based on the selection criteria stated below.

A final design will be selected July 24, 2020 and a contract will be awarded for the construction of the Splash Pad in Fall of 2020 Spring of 2021 with an opening of Memorial Day 2021.



Additional planning will need to take place prior to installation, to address any final design changes. In the attached appendix A, you will find an aerial view of the Splash Pad area.

GENERAL REQUIREMENTS

Interested companies should advise Chris McConnell via email that they intend to participate in the pre-project meeting on prior to the scheduled meeting. This meeting will take place as scheduled and all that intend to submit a proposal must attend.

The submittal deadline for up to three designs is July 17, 2020. Submitting companies shall include their qualifications as well as the installers qualifications. In addition, we need to know the company's capacity for completing this project for a Memorial Day 2021 opening.

The designs should address:

1. Should fit within designated play area (appendix A)
2. Be a Unique design matching as best as possible Colorful theme of Quaker Park (appendix B)
3. Be a fresh water system using the existing 2" water supply
4. Must use poly pipe under ground
5. Include 10 to 11 unique water features
6. Must include a digital control unit that is accessible remotely with the minimum of the following features:



- a. Shall be factory programmed with spray sequences designed according to the requirements of the project. Users shall have the flexibility to modify sequence duration specifically to each operation schedule directly through an interface. New sequences shall be able to be added 24hr/7day user programmable. Unit shall allow the user to set the operational hours of the facility. Sequence quantity shall not be limited.
 - b. Have a minimum of a 10" touch screen interface.
 - c. Allow for expansion
7. Must include Safety surfacing on designated area (appendix C) with availability to include two different colors without additional cost
8. Cost must be inclusive of all aspects of installation of new unit (does not need to include demo of old structure)
9. Feature/cycle water usage must not exceed available supply.
10. Product Construction should meet or exceed the following specs:
 - a. All play features to be installed above grade shall be manufactured from stainless steel.
 - b. All hardware and anchoring systems shall be manufactured from Stainless Steel
 - c. Anchoring system will allow for the changing of features without having to alter the infrastructure
 - d. All spray nozzles, caps and heads shall be manufactured from lead free brass.
 - e. Painted finishes should be glossy heat-cured powder coat that is UV and Chemical resistant



- f. Must include electronically controlled Solenoid Valves with integrated flow control adjustment valve for fine tuning and manual override capabilities
 - g. Water distribution manifold shall be manufactured of Stainless Steel, include pressure gauge, and be pressure tested to a minimum of 150psi
11. All surface drains must tie into existing 10,000 gallon holding tank for reuse as irrigation supply (shown in appendix D)

SELECTION CRITERIA (100 points possible)

- Project Team – 10 pts (Team organization, experience of key team members and management)
- Capabilities – 20 pts (Demonstrated ability to meet project schedule and budgets)
- Capacity – 10 pts (Provide company and their installers availability for an installation that meets the Memorial Day 2021 opening)
- Design Goals – 40 pts (designs must meet the criteria set forth in the RFQ as well as the discussed at the Site visit)
- Sustainability – 20 pts (the company must prove their design and equipment requires low maintenance, has a generous warranty, and will last for years)

PROJECT BUDGET

The budget for the complete project is not to exceed \$300,000. The City will make sure that the old Splash Pad is removed and site is prepped to the installers specific needs to begin installation.



PROJECT CONTACTS

Christopher McConnell | City of Westfield Parks Department

Public Works | 2728 East 171st Street | Westfield,
IN 46074

cmcconnell@westfield.in.gov | 317-372-1192

Jeremy Lollar | Director of Public Works

Public Works | 2728 East 171st Street |
Westfield, IN 46074

jlollar@westfield.in.gov | 317-804-3195

Johnathon Nail | City Engineer

Public Works | 2728 East 171st Street |
Westfield, IN 46074

jnail@westfield.in.gov | 317-430-6750

Appendix A:

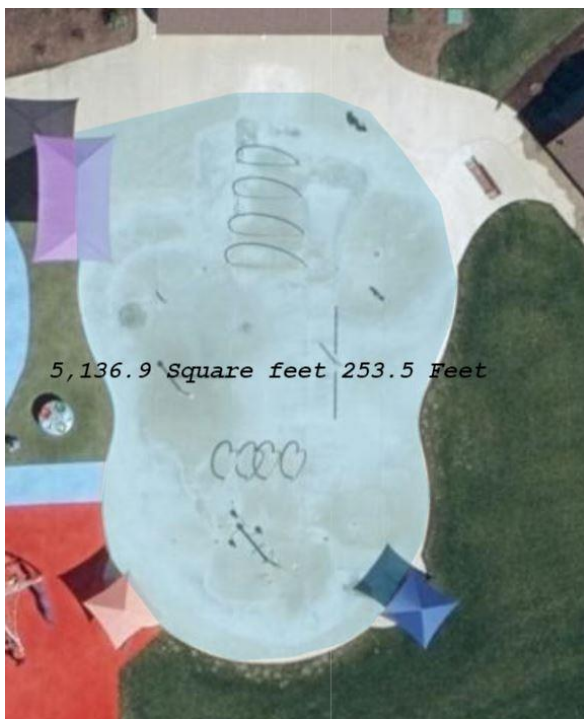


Appendix B:





Appendix C:



Appendix D:





Public Works

Jeremy Lollar, Director
Phil Sundling, City Engineer
Travis Stetnish, Streets
Chris McConnell, Parks & Trails

Board of Works

Andy Cook
Randy Graham
Kate Snedeker

Clerk Treasurer

Cindy J. Gossard

To: Westfield Board of Public Works & Safety

Date: August 26, 2020

Re: Action Item-Signing Authority

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider granting Jeremy Lollar, Director of Public Works, signing authority for the East Street North Extension project for a Utility Reimbursement Agreement with Duke, not to exceed \$39,042.80 of the construction estimate.

Jim Ake

Randy Graham

Andy Cook

Public Works Department

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

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

ROAD IMPACT FEE AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2020 between the City of Westfield, Indiana (“City”) a duly formed Indiana municipal corporation and Westfield Properties, LLC, an Indiana limited liability company or its assigns (“Developer”). This Agreement is based upon the exchange of adequate, valuable consideration, the receipt of which is hereby mutually acknowledged.

WHEREAS, City desires to promote economic development and cause the improvement of certain rights-of-way and storm drainage infrastructure in collaboration with the development community; and

WHEREAS, Developer desires to assist City in its efforts to improve the Westfield road and trail network and infrastructure and community storm drainage system within certain real estate owned by Developer 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), and more particularly identified in Exhibit A (the “Real Estate”), attached hereto and incorporated herein; and

WHEREAS, City has adopted the Westfield-Washington Township Comprehensive Plan which provides for the future development and expansion of certain roadways within the City’s planning and zoning jurisdiction (the “Thoroughfare Plan”); and

WHEREAS, Developer is required to dedicate right-of-way and provide connectivity of streets with existing or planned streets with adjacent properties pursuant to the Westfield Washington Township Unified Development Ordinance (the “Unified Development Ordinance”) and the Thoroughfare Plan; and

WHEREAS, the Real Estate is located within an economic development area; and

WHEREAS, Developer intends to develop the Real Estate in accordance with Austrian Pine Planned Unit Development City Ordinance No. 19-12, recorded as Instrument No. 2019026428 in the Office of the Recorder of Hamilton County Recorder, Indiana, (the “PUD Ordinance”) and the conceptual drawing included therein and attached hereto as Exhibit B (the “Concept Plan”); and

WHEREAS, at such time as various of the out lots located on the Real Estate are issued a building permit in the ordinary course of business of the Developer, the City will require that road impact fees are required to be paid to the City in accordance with City Ordinance 17-43 (sometimes referred to herein as “RIF”); and

WHEREAS, Developer desires to comply with the City’s plans for the development of the Real Estate and to construct, or cause to be constructed, certain road, trail, storm drainage and other related improvements consistent with the City’s Unified Development Ordinance and Thoroughfare Plan, as amended, and the City has committed to pay the RIF to Developer when collected in exchange for the dedication of the infrastructure constructed on the Real Estate by

Developer pursuant to the provisions hereof and to disburse such amounts to Developer upon acceptance of the portion of the Infrastructure Improvements completed by the Developer and accepted by the City as well as any tax increment generated by the Real Estate (“TIF Amounts”);

NOW THEREFORE, in consideration of the foregoing and of mutual covenants and agreements herein contained, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, City and Developer (collectively, the “Parties”) now stipulate and agree as follows:

Section 1. Mutual Duties and Obligation. This Agreement shall be deemed a part of the zoning and land use restrictions and covenants on the property comprising the Real Estate.

Section 2. Description of Improvements. The economic development of the Real Estate will include, but not be limited to the following improvements (“Infrastructure Improvements”), serving or benefiting the community and as shown on Exhibit B (Concept Plan) attached hereto:

- A. The installation and construction of a storm sewer drainage system, including curb inlets, and sidewalks and a trail on and along the Trail Corridor.
- B. Dedication of the trail corridor described as Blocks B and C on the site plan attached hereto as Exhibit C (the “Trail Corridor”).
- C. Construction of retention facilities on the Real Estate as the City reasonably determines is necessary to discharge storm water from the road improvements constructed for the Real Estate and the Trail Corridor as described in B above.
- D. Construction and improvement of certain public amenities within or serving the Real Estate including, but not limited to trails, a pocket park with a minimum of 400 sq. ft. with hard scape with seating, benches, water fountains, and bike racks.
- E. Installation of landscaping on and along the Trail Corridor.

Section 3. Duties and Obligation of Developer.

- A. Developer shall design and construct trail improvements on and along the Trail Corridor in substantial compliance with the configuration indicated on the Concept Plan. Prior to construction of the Trail Corridor, Developer shall provide construction plans to the City for review and reasonable approval. Construction of the Trail Corridor shall be in accordance with City’s Construction Standards and shall be subject to any applicable permits, financial guarantees and inspections by the City. Developer shall construct and complete Trail Corridor prior to the issuance of a Certificate of Occupancy for any building on the Real Estate.
- B. Developer agrees to dedicate the Trail Corridor, at no cost to City as right of way. The dedication of the Trail Corridor shall occur at the time portions of the Real

Estate receive secondary plat approval. Developer shall bear the costs of preparing such dedication documentation as part of preparing such secondary plat(s).

- C. Developer has prepared and submitted an estimate of the Cost of the Infrastructure Improvements, attached hereto as Exhibit D and incorporated herein. The Cost of the Infrastructure Improvements shall include all expenses reasonably incurred in connection with the Infrastructure Improvements, including all reasonable and necessary architectural, engineering, construction, equipment, legal, and supervisory expenses related to the development of the Infrastructure Improvements.

Section 4. Duties and Obligations of the City.

- A. City agrees to work quickly during any reviews of the design plans for the Infrastructure Improvements.
- B. In consideration of the dedication and construction of the Infrastructure Improvements, City agrees to reimburse Developer for the Costs of the Infrastructure Improvements from the amounts received from RIF collected by the City from the time of the issuance of a building permit of Developer's out lots, which shall be paid to Developer within thirty (30) days of the date any portion of the Infrastructure Improvements are accepted by the City. Failure to do so by the City shall require the City to pay interest on any outstanding amount at a rate of five percent (5%) per annum.
- C. It is expected that the RIF Amount will be equal to the amount necessary to credit or reimburse Developer for the Cost of the Infrastructure Improvements.

Section 5. Notices. Any notice, statement, demand, or other communication required or permitted to be given, rendered or made shall be addressed as indicated below:

If to City:	With a copy to:
City of Westfield Attn: Jeremy Lollar, Director of Public Works 2706 E. 171 st St. Westfield, IN 46074	Kreig DeVault Attn: Brian J. Zaiger 12800 N. Meridian St., Suite 300 Carmel, IN 46032
If to Developer:	With a copy to:
Westfield Properties, LLC Attn: Stanley Feldman 4705 Kessler Blvd. N. Dr. Indianapolis, IN 46228	Taft Stettinius & Hollister LLP Attn: Jeffrey A. Abrams One Indiana Square, Suite 3500 Indianapolis, IN 46204-2023

Section 6. Conditions Precedent to Obligations. The obligations of City and Developer contained in this Agreement are expressly conditioned upon the enactment and approval of the secondary plat(s) and construction plans of the Real Estate, and, absent the occurrence of all of the foregoing conditions, this Agreement shall be null and void and the parties shall have no further responsibility or obligation to each other under this Agreement.

Section 7. Termination. This Agreement shall be in effect from August 26, 2020 for a period of one hundred twenty (120) months (ten years) terminating on August 26, 2030, and shall be of no effect after that time. All previously executed agreements and addenda between the Parties shall also be null and void at that time. This Agreement as well as any and all previous understandings shall all be contingent on the approval of a road impact fee credit agreement by the Westfield Board of Public Works and Safety and other City bodies as required by Indiana law.

Section 8. Amendment. No alteration, modification, or amendment to this Agreement is permitted, except by written agreement signed by the Parties or their successors in interest as appropriate.

Section 9. Dispute Resolution. In the event that any dispute arising hereunder cannot be resolved by the Parties, each party waives its right to trial by jury, and stipulates that the Circuit or Superior Courts of Hamilton County, Indiana shall be the only proper court(s) of venue and jurisdiction.

Section 10. Authority. Each undersigned person attests, subject to the penalties for perjury, that he is the properly authorized representative, agent, member, that he has not, nor has any other member, employee, representative or agent, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.

Section 11. Indemnification. Each Party agrees to indemnify and hold harmless the other Party and the officers, agents, servants, and employees of such entity, in their official and personal capacities from and against any and all claims, demand, actions, causes of action, judgment, loss, costs, damages, injuries and expenses (including reasonable attorneys' fees) except for those arising out of or related to a Party's gross negligence or intentional wrongful conduct in its performance under this Agreement.

IN WITNESS WHEREOF, City and Developer have, through their duly-authorized representatives, entered into this Agreement. The Parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below hereby agree to the terms thereof.

City of Westfield, Hamilton County, Indiana,
an Indiana municipal corporation ("City")

Witness: _____

By: _____
Title: _____
Date: _____

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

SIGNATURE OF NOTARY PUBLIC

State of Indiana, County of Hamilton, SS:
County of Hamilton

Subscribed and Sworn before me this _____ day of _____ 2020

Printed Name of Notary Public _____
My Commission Expires _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, the above named witness to the foregoing instrument, who, being duly sworn by me, did depose and say that he/she knows _____ to be the individual described herein and who executed the foregoing instrument; that said Witness was present and saw said _____ execute the same; and that said Witness at the same time subscribed his/her name as a witness thereto.

Witness my hand and Notarial Seal this _____ day of _____, 2020

_____, Notary Public

My Commission Expires: (Printed)

My County of Residence is:

WESTFIELD PROPERTIES, LLC, an
Indiana limited liability company
("Developer")

Witness: _____ By: _____
Stanley Feldman, Manager

Date: _____

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

SIGNATURE OF NOTARY PUBLIC

State of Indiana, County of Hamilton, SS:
County of Hamilton

Subscribed and Sworn before me this _____ day of _____ 2020

Printed Name of Notary Public _____
My Commission Expires _____

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared _____, the above named witness to the foregoing instrument, who, being duly sworn by me, did depose and say that he/she knows Stanley Feldman to be the individual described herein and who executed the foregoing instrument; that said Witness was present and

saw said Stanley Feldman execute the same; and that said Witness at the same time subscribed his/her name as a witness thereto.

Witness my hand and Notarial Seal this _____ day of June, 2020

_____, Notary Public

My Commission Expires:

(Printed)

My County of Residence is:

EXHIBIT A
Legal Description

PARCEL I

PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 18 NORTH, RANGE 3 EAST IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 18 NORTH, RANGE 3 EAST THAT IS 1862.55 FEET SOUTH 88 DEGREES 40 MINUTES 35 SECONDS WEST (ASSUMED BEARING) MEASURED ON SAID NORTH LINE FROM THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 88 DEGREES 40 MINUTES 35 SECONDS WEST ON SAID NORTH LINE 464.00 FEET; THENCE SOUTH 00 DEGREES 34 MINUTES 25 SECONDS EAST PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER 615.00 FEET; THENCE NORTH 88 DEGREES 40 MINUTES 35 SECONDS EAST PARALLEL WITH SAID NORTH LINE 464.00 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 25 SECONDS WEST PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER 615.00 FEET TO THE PLACE OF BEGINNING.

PARCEL II

PART OF THE NORTH HALF OF SECTION 2, TOWNSHIP 18 NORTH, RANGE 3 EAST IN WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 18 NORTH, RANGE 3 EAST THAT IS 2326.55 FEET SOUTH 88 DEGREES 40 MINUTES 35 SECONDS WEST (ASSUMED BEARING) MEASURED ON SAID NORTH LINE FROM THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 88 DEGREES 40 MINUTES 35 SECONDS WEST ON SAID NORTH LINE 332.22 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTH 88 DEGREES 40 MINUTES 35 SECONDS WEST ON THE NORTH LINE OF SAID NORTHWEST QUARTER 156.37 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 19 NORTH, RANGE 3 EAST; THENCE SOUTH 00 DEGREES 32 MINUTES 41 SECONDS EAST 530.85 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH LIES 1000.00 FEET SOUTH 89 DEGREES 27 MINUTES 19 SECONDS WEST FROM SAID POINT OF CURVATURE; THENCE SOUTHWESTERLY, CURVING TO THE RIGHT OF SAID CURVE, AN ARC DISTANCE OF 83.99 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 615.00 FEET SOUTH 00 DEGREES 34 MINUTES 25 SECONDS EAST OF THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE NORTH 88 DEGREES 40 MINUTES 35 SECONDS

EAST ON SAID LINE 492.43 FEET TO A LINE THAT BEARS SOUTH 00 DEGREES 34 MINUTES 25 SECONDS EAST FROM THE PLACE OF BEGINNING; THENCE NORTH 00 DEGREES 34 MINUTES 25 SECONDS WEST ON SAID LINE 615.00 FEET TO THE PLACE OF BEGINNING.

EXCEPTING FROM SAID PARCELS I AND II THAT PART CONVEYED TO THE STATE OF INDIANA BY WARRANTY DEED RECORDED SEPTEMBER 6, 2007 AS INSTRUMENT NO. 2007050879, DESCRIBED AS FOLLOWS:

A PART OF THE NORTH HALF OF SECTION 2, TOWNSHIP 18 NORTH, RANGE 3 EAST, HAMILTON COUNTY, INDIANA, AND BEING THAT PART OF THE GRANTOR'S LAND LYING WITHIN THE RIGHT-OF-WAY DEPICTED ON THE ATTACHED RIGHT-OF-WAY PARCEL PLAT MARKED EXHIBIT "B," DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION; THENCE SOUTH 89 DEGREES 58 MINUTES 50 SECONDS WEST 1,862.55 FEET ALONG THE NORTH LINE OF SAID SECTION TO THE PROLONGED EAST LINE OF THE GRANTOR'S LAND; THENCE SOUTH 00 DEGREES 43 MINUTES 08 SECONDS WEST 25.00 FEET ALONG SAID EAST LINE PROLONGED TO THE SOUTH BOUNDARY OF 32 AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 00 DEGREES 43 MINUTES 08 SECONDS WEST 57.01 FEET ALONG THE EAST LINE OF THE GRANTOR'S LAND; THENCE SOUTH 89 DEGREES 57 MINUTES 47 SECONDS WEST 353.70 FEET TO THE POINT DESIGNATED 1037 ON SAID EXHIBIT "B," THENCE NORTH 70 DEGREES 44 MINUTES 49 SECONDS WEST 105.95 FEET TO THE POINT DESIGNATED 1036 ON SAID EXHIBIT "B," THENCE SOUTH 89 DEGREES 57 MINUTES 47 SECONDS WEST 200.00 FEET TO THE POINT DESIGNATED 1035 ON SAID EXHIBIT "B," THENCE SOUTH 84 DEGREES 58 MINUTES 34 SECONDS WEST 230.07 FEET TO THE POINT DESIGNATED 1034 ON SAID EXHIBIT "B"; THENCE SOUTH 46 DEGREES 51 MINUTES 41 SECONDS WEST 43.76 FEET TO THE POINT DESIGNATED 1033 ON SAID EXHIBIT "B"; THENCE SOUTH 00 DEGREES 44 MINUTES 08 SECONDS WEST 153.60 FEET TO THE POINT DESIGNATED 1032 ON SAID EXHIBIT "B"; THENCE NORTH 89 DEGREES 15 MINUTES 52 SECONDS WEST 12.98 FEET TO THE POINT DESIGNATED 1031 ON SAID EXHIBIT "B" ON THE EAST BOUNDARY OF AUSTRIAN PINE WAY; THENCE NORTH 00 DEGREES 44 MINUTES 31 SECONDS EAST 225.34 FEET ALONG THE BOUNDARY OF SAID AUSTRIAN PINE WAY TO THE SOUTH BOUNDARY OF S.R. 32; THENCE NORTH 89 DEGREES 57 MINUTES 47 SECONDS EAST 927.59 FEET ALONG THE BOUNDARY OF SAID S.R. 32 TO THE POINT OF BEGINNING.

TAX PARCEL IDENTIFICATION: 09-09-02-00-00-004.401

EXHIBIT B

Concept Plan

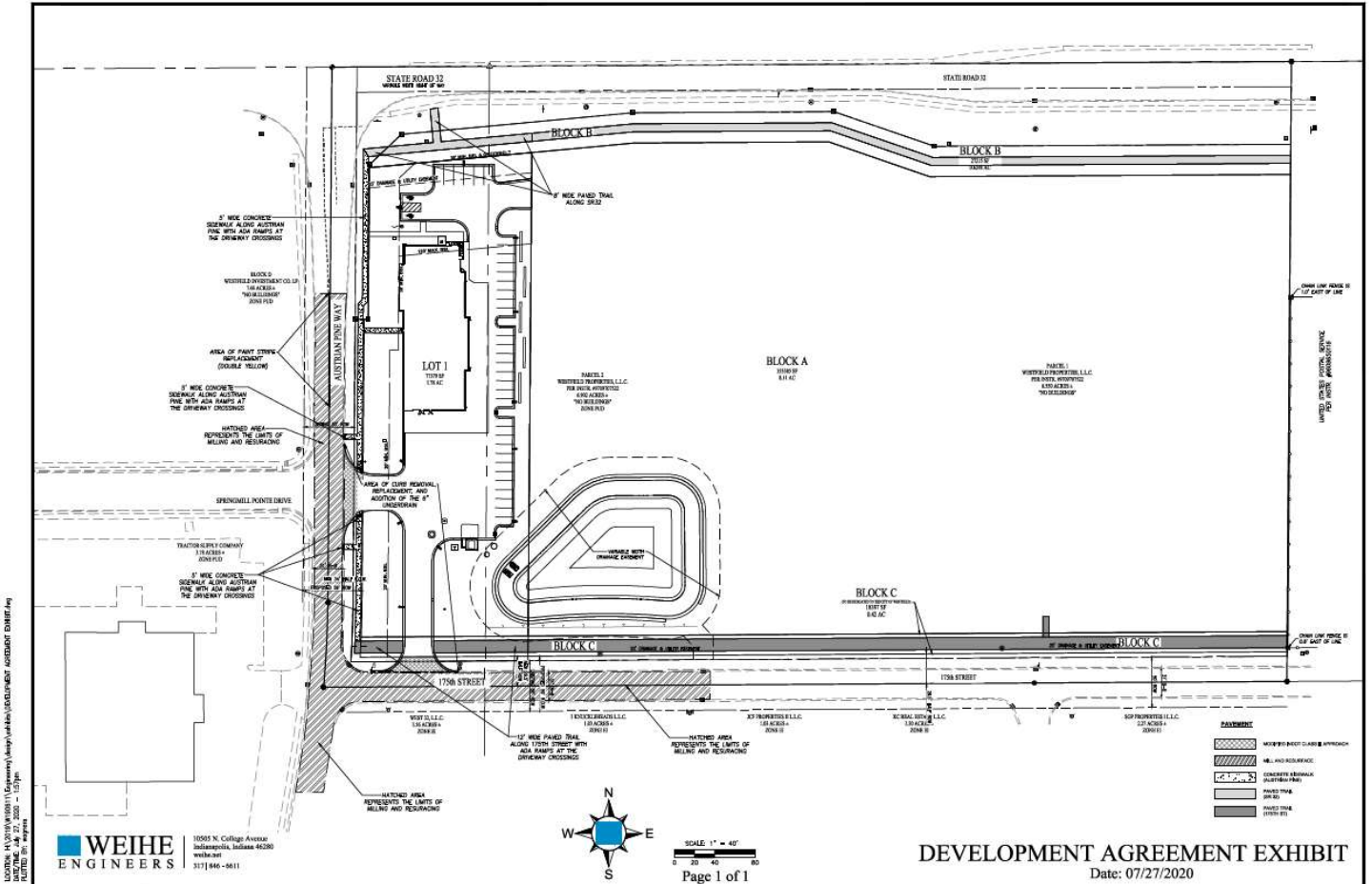


EXHIBIT C

Trail Corridor

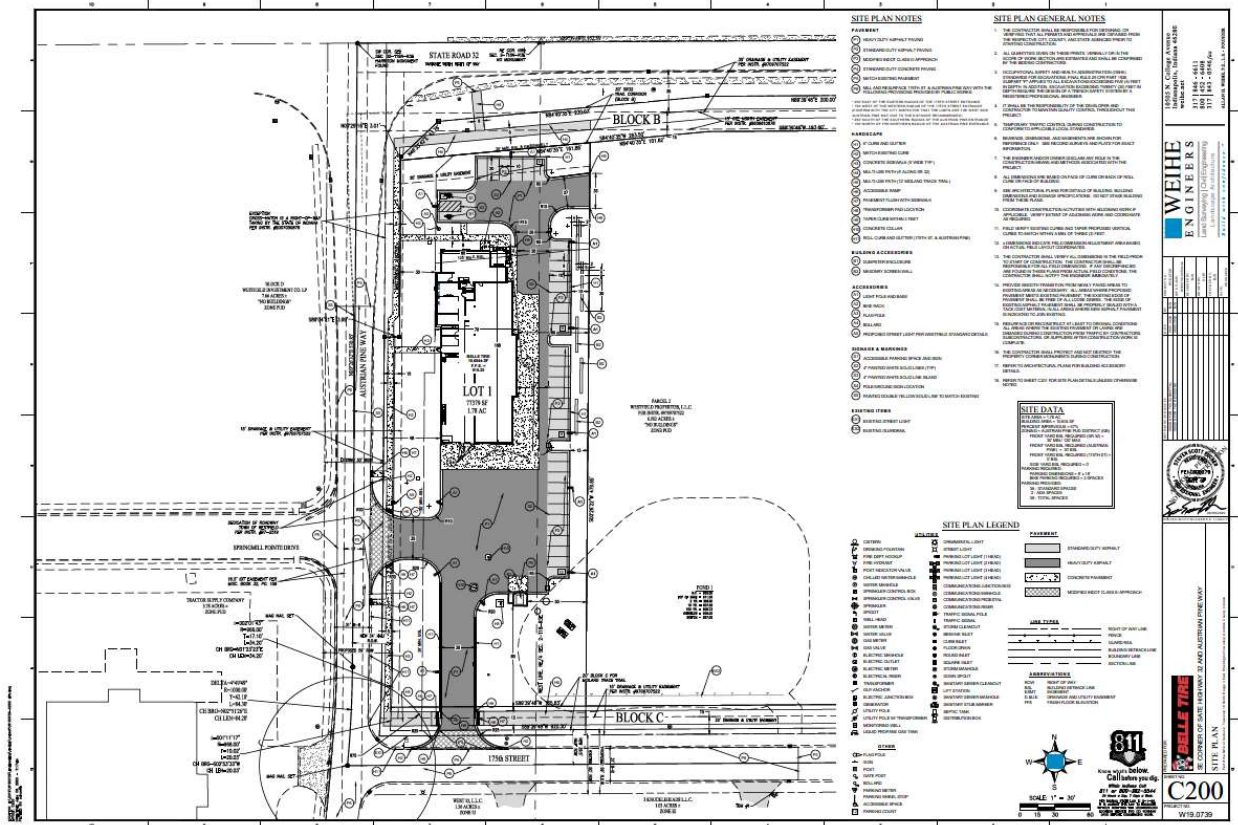


EXHIBIT D
Preliminary Cost Estimate

As submitted by:

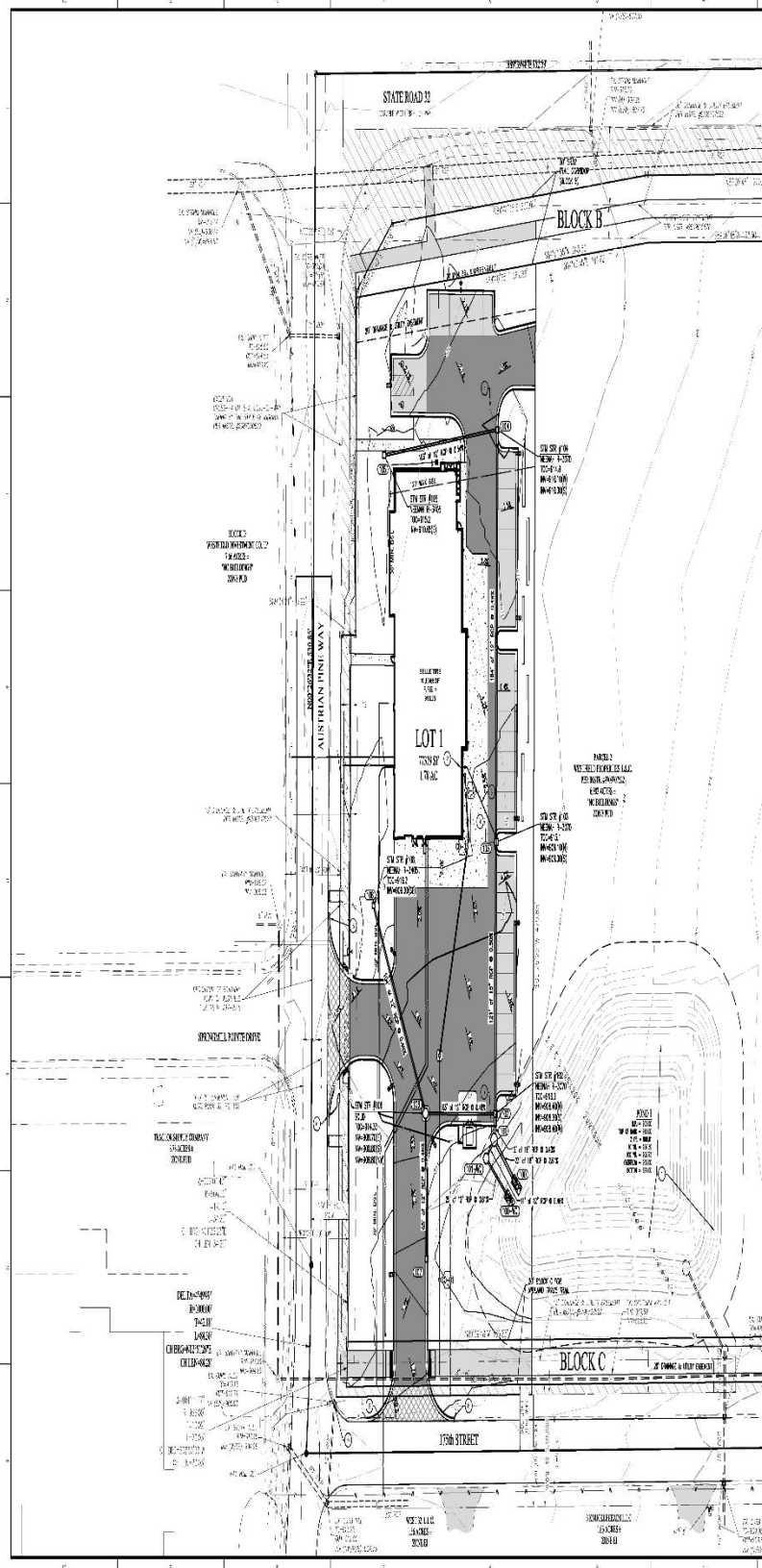
Construction: Sullivan Corporation, Noblesville, Indiana

Civil Engineering: Weihe Engineering, Carmel, Indiana

Legal Service: Taft Stettinius & Hollister LLP, Indianapolis, Indiana

1. 8' wide paved trail across the northern Belle Tire parcel within the 30' Greenbelt along SR32.
 - a. Item is represented within the current Belle Tire construction plans on file with the City as shown on sheet C200.
\$8,775.00
2. 12' wide paved trail across the southern Belle Tire parcel within a platted block being provided along 175th Street.
\$9,213.00
 - a. Item is represented within the current Belle Tire construction plans on file with the City as shown on sheet C200.

Total \$17,988.00



GENERAL DRAINAGE NOTES

1. ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE MICHIGAN STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES.
2. ALL DRAINAGE STRUCTURES SHALL BE DESIGNED TO HANDLE THE DESIGN FLOOD FLOW RATE.
3. ALL DRAINAGE STRUCTURES SHALL BE DESIGNED TO HANDLE THE DESIGN FLOOD FLOW RATE.
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9. ALL DRAINAGE STRUCTURES SHALL BE DESIGNED TO HANDLE THE DESIGN FLOOD FLOW RATE.
10. ALL DRAINAGE STRUCTURES SHALL BE DESIGNED TO HANDLE THE DESIGN FLOOD FLOW RATE.

DRAINAGE PLAN NOTES

1. ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE MICHIGAN STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES.
2. ALL DRAINAGE STRUCTURES SHALL BE DESIGNED TO HANDLE THE DESIGN FLOOD FLOW RATE.
3. ALL DRAINAGE STRUCTURES SHALL BE DESIGNED TO HANDLE THE DESIGN FLOOD FLOW RATE.
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10. ALL DRAINAGE STRUCTURES SHALL BE DESIGNED TO HANDLE THE DESIGN FLOOD FLOW RATE.

DRAINAGE PLAN LEGEND

SYMBOL	DESCRIPTION
[Symbol]	1. ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE MICHIGAN STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES.
[Symbol]	2. ALL DRAINAGE STRUCTURES SHALL BE DESIGNED TO HANDLE THE DESIGN FLOOD FLOW RATE.
[Symbol]	3. ALL DRAINAGE STRUCTURES SHALL BE DESIGNED TO HANDLE THE DESIGN FLOOD FLOW RATE.
[Symbol]	4. ALL DRAINAGE STRUCTURES SHALL BE DESIGNED TO HANDLE THE DESIGN FLOOD FLOW RATE.
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[Symbol]	9. ALL DRAINAGE STRUCTURES SHALL BE DESIGNED TO HANDLE THE DESIGN FLOOD FLOW RATE.
[Symbol]	10. ALL DRAINAGE STRUCTURES SHALL BE DESIGNED TO HANDLE THE DESIGN FLOOD FLOW RATE.

ABBREVIATIONS

ALL	ALL
ALL	ALL
ALL	ALL
ALL	ALL
ALL	ALL
ALL	ALL
ALL	ALL
ALL	ALL
ALL	ALL
ALL	ALL

CONTRACTOR INFORMATION

OWNER: [Name]
 PROJECT: [Name]
 CONTRACT NO.: [Number]
 DATE: [Date]

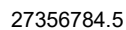
811

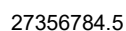
Know what's below. Call before you dig.

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C600

1/18/2019





AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN ETICA AND CITY OF WESTFIELD

This Agreement made and entered into this ____ day of _____, 2020, by and between Etica Group, hereafter referred to as the Engineer, and the City of Westfield, hereinafter referred to as Westfield; WITNESSETH THAT:

WHEREAS, Westfield wishes to retain Engineer to perform work in accordance with the Scope of Services attached hereto as Exhibit A as a Task Order per item(s) requested;

And WHEREAS, Engineer desires to perform said professional services for Westfield;

And WHEREAS Engineer is an independent contractor and is not an employee of, partner of, or joint venturer with Westfield;

And WHEREAS Engineer and Westfield intend for Engineer to provide the services described in **Exhibit A** on an hourly rate basis described in **Exhibit B** with a “not-to-exceed” expectation as to the total cost of services to be provided by Engineer;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1.1 PROJECT or PROJECTS. The total undertaking to be accomplished for Westfield by the Engineer, other engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

1.2 AGREEMENT. This written contract for professional services between Engineer and Westfield, including any and all of its attachments, exhibits, amendments, or addenda, and any other agreements or other documents that are incorporated herein by reference or otherwise.

1.3 EFFECTIVE DATE. The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.4 BASIC SERVICES. The services to be performed for or furnished to Westfield by Engineer as set out in Exhibit A.

1.5 ADDITIONAL SERVICES. Any services beyond Basic Services as described Exhibit A, as mutually agreed to in writing between Engineer and Westfield. See also "Services".

1.6 SERVICES. Use of the term Services refers to all services to be provided by Engineer, including both Basic Services and Additional Services.

1.7 DOCUMENTS. Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished by Subconsultant to Engineer pursuant to this Agreement.

1.8 DRAWINGS. Any Documents that graphically depicts the scope, extent, and character of the Work to be performed by Engineer.

1.9 CONTRACTOR. An individual or entity (other than the Engineer, its employees, officers, or directors) with which Westfield enters into a Contract to perform or support activities relating to the Project, including but not limited to subcontractors and suppliers and the employees, agents, and representatives of any or all of them.

1.10 APPLICABLE LAWS AND REGULATIONS/LAWS OR REGULATIONS. Applicable Laws and Regulations/Laws or Regulations, as used herein, shall mean the law of the State of Indiana as well as applicable regulations, statutes, codes and licenses promulgated or issued by any board, commission or agency having authority and jurisdiction over this Agreement.

ARTICLE 2 SCOPE OF SERVICES

2.1 Engineer shall provide, or cause to be provided, Engineer's Services as set forth herein and in Exhibit A.

2.2 Engineer shall communicate with Westfield, and other consultants, contractors, subcontractors, and suppliers identified by Westfield as parties working on the Project and as directed by Westfield.

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.1 Engineer is authorized to begin rendering services as of the Effective Date.

3.2 Engineer shall complete its obligations within a reasonable time, and shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Project. Any specific periods of time for rendering services or specific dates by which services are to be completed that are provided in Exhibit A, are hereby agreed to be reasonable.

ARTICLE 4 COMPENSATION, PAYMENT, and INVOICES

4.1 As compensation for satisfactory performance of the work contemplated by this Agreement, and as full and complete compensation therefore, Westfield will pay the Engineer in accordance with the accepted fee schedule attached hereto as Exhibit B.

4.2 Preparation and Submittal of Invoices. Engineer shall prepare and deliver monthly invoices to Westfield in accordance with Engineer's standard invoicing practices unless Westfield requires a different invoicing procedure, in which case Engineer shall prepare invoices in accordance with the standards established by Westfield. Engineer shall submit its invoices to Westfield on a monthly basis. The total of all invoices from Engineer to Westfield for work performed according to this Agreement shall not exceed: _____.

4.3 Time for Westfield's Payment of Invoices. Invoices are due and payable within thirty calendar days of the date upon which Westfield receives each invoice.

4.4 Application to Interest and Principal. Payment will be credited first to any interest owed to Engineer, and then to principal.

4.5 Failure to Pay. If Westfield fails to make any payment due Engineer for Services and expenses within the time required in Section 4.2, *supra*, then:

4.5.1 Amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from the date on which payment is due; and

4.5.2 Engineer may, after giving 14 calendar days' written notice to Westfield, suspend Services under this Agreement until Westfield has paid in full all amounts due for Services, expenses, and other related charges. Westfield waives any and all claims against Engineer for any such suspension of services that occurs as a result of non-payment.

4.6 Disputed Invoices. If Westfield disputes an invoice, either as to amount or entitlement, then Westfield shall promptly advise Engineer of the specific basis for doing so, may withhold the portion so disputed from payment, and must pay the undisputed portion subject to the terms of Section 4.1.

ARTICLE 5
INSURANCE and INDEMNIFICATION

5.1 Indemnification.

5.1.1 Indemnification by Engineer. To the extent permitted by law, **and up to the limits of any Exclusivity of Remedies provision which may be contained herein**, Engineer shall indemnify Westfield and Westfield's officers, directors, and employees for costs, losses, judgments, damages and expenses (including reasonable attorneys' fees) to the extent caused by the negligent acts, errors, and omissions of Engineer in the performance of its professional Services hereunder, whether performed by Engineer and/or its subconsultants or other agents.

5.1.2 Indemnification by Westfield. Westfield shall indemnify and hold harmless Engineer and its officers, directors, and employees to the extent such is required by law **and to the extent of any Exclusivity of Remedies provision which may be contained herein**.

5.2 Insurance. Engineer shall carry the following types and minimum limits of liability insurance:

TYPE OF COVERAGE		LIMITS
I.	Commercial General Liability	
	(a) Each Occurrence:	\$1,000,000
	(b) General Aggregate:	\$2,000,000
II.	Automobile Liability (Combined Single Limit BI/PD)	
	(a) Each Accident:	\$1,000,000
	(b) Aggregate:	\$2,000,000
III.	Workers' Compensation:	Statutory (but no less than \$1,000,000)
IV.	Employers' Liability	
	(a) Each Accident:	\$1,000,000
	(b) Disease, Each Employee:	\$1,000,000
	(c) Disease, Policy Limit:	\$1,000,000
V.	Professional Liability	
	(a) Each Claim:	\$2,000,000
	(b) Annual Aggregate:	\$2,000,000

Engineer shall cause Westfield to be named an Additional Insured (“Additional Insureds”) on Engineer’s Commercial General Liability and Automobile Liability policies of insurance, and shall supply to Westfield either (1) separate written endorsements amending Engineer’s said policies of insurance to that effect, or (2) any and all policy language or endorsement(s) which provide automatic or “blanket” additional insured coverage to anyone who Engineer must, by contract, name as an additional insured.

Engineer shall maintain in full force and effect for a period of four (4) years following either the completion of the Engineer’s Services hereunder or the termination of this Agreement, whichever occurs later, the foregoing types and minimum limits of insurance.

ARTICLE 6 GENERAL CONSIDERATIONS

6.1 Standard of Care. Engineer shall endeavor to perform Basic Services in conformance with the generally accepted care and skill exercised by professional Engineers practicing under similar circumstances at the same time and in the same locality.

6.2 Technical Accuracy. Engineer shall not be responsible for discovering deficiencies in the technical accuracy of any information provided to Engineer by Westfield or any other consultants, contractors, or agents hired by Westfield to work on the Project.

6.3 Subconsultants. Engineer is permitted to retain and use subconsultants, provided that any such subconsultants agree to be bound by the terms of this Agreement.

6.4 Reliance on Others. Subject to the Standard of Care set forth in Paragraph 6.1, supra, Engineer and its subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, Westfield and its contractors, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.5 Compliance with Law. Engineer shall comply with all Applicable Laws and Regulations.

6.6 Compliance with Procedure. Engineer shall comply with any and all policies, procedures, and instructions of Westfield, subject to the standard of care set forth herein, and to the extent compliance is not inconsistent with professional practice requirements.

6.7 Retainer of Copies. Engineer and Owner may make and retain copies of all Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Westfield a limited license to use the Documents on the Project, extensions of the Project, and for related uses of Westfield, subject to receipt by Engineer of full payment due and owing for Engineer’s Services satisfactorily performed or furnished in the preparation of the

Documents, and subject to the following limitations: (1) Westfield acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Westfield, or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents by Westfield or its agents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Westfield's risk and without liability or legal exposure to Engineer, its subconsultants, or their officers, directors, members, partners, agents, and employees; (3) Westfield shall indemnify and hold harmless Engineer, its subconsultants, and their officers, directors, members, partners, agents, and employees, from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification by Westfield or its agents of the Documents without written verification, completion, or adaptation by Engineer; (4) such limited license to Westfield shall not create any rights in any other parties.

6.8 Adaptation of Documents. If, in addition to performing Engineer's Services under this Agreement, Engineer, at Westfield's request, verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Westfield shall compensate Engineer at rates or in an amount to be agreed upon by Engineer and Westfield.

6.9 Electronic Transmittals.

6.9.1 The Engineer and Westfield may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

6.9.2 If this Agreement does not establish protocols for electronic or digital transmittals, then Engineer and Westfield shall jointly develop such protocols.

6.9.3 When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.10 Termination. The obligation to provide further services under this Agreement may be terminated:

6.10.1 For cause,

6.10.1(a) By either party upon thirty (30) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.

6.10.1(b) By Engineer: upon seven (7) days' written notice if Westfield demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

6.10.1(c) Prior to any termination under this Paragraph 6.10.1, the party contemplating termination must provide a written notice to the other party identifying the reason for the contemplated termination and providing the other party an opportunity to cure any breach or default. If, within seven (7) days of receipt of such notice, the receiving party has taken reasonable steps to cure such failure, and represents to the other party that any identified breach or default will be fully cured within thirty (30) days, then the Agreement will not be terminated for the reasons identified in the notice.

6.10.2 For convenience, by Westfield effective upon Engineer's receipt of such notice from Westfield.

6.10.3 Effective Date of Termination: The terminating party under Section 6.10 may set the effective date of termination at a time up to thirty (30) days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.10.4 Payments Upon Termination

6.10.4(a) In the event of any termination under Section 6.10, and subject to the payment terms of Article 4, Engineer will be entitled to invoice Westfield and to receive payment due and owing for all services performed or furnished in accordance with this Agreement through the effective date of termination. Upon complying with such payment obligations, Westfield shall have the limited right to the use of Documents, subject to the provisions of Sections 6.7 and 6.8.

6.10.4(b) In addition to invoicing for those items identified in Section 6.10.4(a), in the event of termination by Westfield for convenience or by Engineer for cause, Engineer shall be entitled to invoice Westfield and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with its subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit B, which is attached hereto and incorporated into this Agreement.

6.11 Successors and Assigns. Westfield and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Westfield and Engineer (and to the extent permitted by Section 6.19.2 the assigns of Westfield and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

6.12 Third-Party Beneficiaries.

Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Engineer or Westfield to any other third-party individual or entity, or to any surety for or employee of any of them. Engineer and Westfield expressly disclaim any and all third-party beneficiaries hereunder, and no one not a Party to this Agreement shall be entitled to seek enforcement against Engineer and/or Westfield of any provision herein, or to otherwise seek damages from either Party for the alleged breach of any provision contained herein or purported duty or standard created or conferred hereunder. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms and provisions of this Agreement.

6.13 Mutual Waiver of Subrogation.

Engineer and Westfield hereby waive all rights against each other and their respective, officers, directors, members, partners, employees, agents, engineers and subconsultants or each and any of them for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by their respective and collective insurance policies, and any other property insurance applicable to the Project. None of the foregoing shall extend to the rights that any party making such waiver may have to the proceeds of insurance payable under any applicable policy of insurance.

6.14 Alternative Dispute Resolution.

6.14.1 Direct Discussions and Mediation. If a dispute arises out of or relates to this Agreement or its alleged breach, the Engineer and Westfield shall direct their representatives to endeavor to settle the dispute first through direct discussions. If the dispute cannot be resolved through direct discussions, the Engineer and Westfield shall participate in mediation prior to litigation. At any mediation session held pursuant to the requirements of this Agreement, both Engineer and Westfield shall be represented by an officer or agent possessing full settlement authority and the authority to bind his or her party to the terms of any agreed settlement..

6.14.2 Litigation. In the event that any dispute is not resolved by either direct negotiations or mediation in accordance with 6.14.1 above, then either party shall have the right to initiate litigation. Both parties to this Agreement agree that any such litigation will be filed in state court in Hamilton County, Indiana or in the Federal District Court for the Southern District of Indiana, sitting in Indianapolis.

6.14.3 Condition Precedent to Litigation.

Engaging in the alternative dispute resolution mandated by this Section 6.14 is a CONDITION PRECEDENT to filing any litigation. Only after the Parties have exhausted direct discussions AND mediation in accordance with the foregoing, shall either Party be entitled to initiate litigation. In any such litigation, the Engineer and Westfield hereby waive their rights to jury trial and mutually agree that any disputes between them arising out of this Agreement that are subject to litigation shall be tried to the Bench only.

Should either party initiate litigation prior to engaging in direct discussions, and good faith mediation, that party shall pay all attorneys' fees and expenses and other costs incurred by the other party in responding to and participating in said litigation.

6.15 Percentage Share of Negligence. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any costs, losses, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Engineer, Westfield, and all other negligent entities and individuals.

6.16 Mutual Waiver of Consequential Damages. To the fullest extent permitted by Laws and Regulations, but only to the extent that Westfield and Engineer have agreed to a corresponding mutual waiver, Engineer and Westfield waive against each other, and the other's officers, directors, members, partners, agents, insurers, consultants, and employees, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.17 Records Retention. Engineer shall maintain on file in legible form, for a period of three years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's Services or pertinent to Engineer's performance under this Agreement. Upon Westfield's request, Engineer shall provide a copy of any such item to Westfield at cost.

6.18 Notices. Any notice required under this Agreement shall be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.19 Survival. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.20 Severability. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Engineer and Westfield, which agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.21 Waiver. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.22 Accrual of Claims. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

6.23 Total Agreement. This Agreement, together with any and all attachments and anything incorporated herein by reference, constitutes the entire agreement between Engineer and Westfield, and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

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All of which is approved by the Board of Public Works and Safety of the City of Westfield this _____ day of _____, 20_____.

ENGINEER:

CITY OF WESTFIELD

BOARD OF PUBLIC WORKS AND SAFETY:

Signature: _____
Print name: Jessica Nickloy
Title: President/CEO

Signature: _____
Print name: _____
Title: President

Signature: _____
Print name: _____
Title: Member

Signature: _____
Print name: _____
Title: Member

Signature: _____
Print name: _____
Title: Member

Signature: _____
Print name: _____
Title: Member

ATTEST:

Signature: _____
Print name: _____
Title: Clerk, City of Westfield

Address for Engineer's receipt of notices:

7172 N. Keystone Avenue, Ste G

Indianapolis, IN 46240

Any Designated Representative:

Name: **Jessica Nickloy**

Title: **President/CEO**

Phone Number: 317-268-1821

E-Mail Address: jnickloy@eticagroup.com

Address for Westfield's receipt of notices:

Westfield, IN

Any Designated Representative:

Name:

Title:

Phone Number:

E-Mail Address:

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Exhibit A

(To be provided as a Task Order, including a detailed Scope and Fee)

Exhibit B



Certified WBE / DBE

Project: On-Call PSA
Owner: City of Westfield
Discipline(s):

PROFESSIONAL SERVICES 2020

	2020 Billing Rate	2021	2022	2023	2024	2025
		3.00%	3.00%	3.00%	3.00%	3.00%
Executive:						
Clerical Services	\$ 76.30	\$ 78.59	\$ 80.95	\$ 83.38	\$ 85.88	\$ 88.45
Engineering (Transportation/Civil):						
Sr. Project Manager	\$ 156.11	\$ 160.79	\$ 165.62	\$ 170.59	\$ 175.70	\$ 180.97
Project Manager	\$ 143.80	\$ 148.11	\$ 152.56	\$ 157.13	\$ 161.85	\$ 166.70
Utility Coordinator	\$ 127.67	\$ 131.50	\$ 135.45	\$ 139.51	\$ 143.69	\$ 148.00
Project Engineer	\$ 118.74	\$ 122.30	\$ 125.97	\$ 129.75	\$ 133.64	\$ 137.65
CAD Designer	\$ 103.48	\$ 106.58	\$ 109.78	\$ 113.08	\$ 116.47	\$ 119.96
CAD Technician	\$ 77.55	\$ 79.88	\$ 82.27	\$ 84.74	\$ 87.28	\$ 89.90
Intern	\$ 45.29	\$ 46.65	\$ 48.05	\$ 49.49	\$ 50.97	\$ 52.50
Architecture:						
Sr. Project Manager	\$ 156.11	\$ 160.79	\$ 165.62	\$ 170.59	\$ 175.70	\$ 180.97
Project Manager	\$ 143.80	\$ 148.11	\$ 152.56	\$ 157.13	\$ 161.85	\$ 166.70
Project Architect	\$ 118.74	\$ 122.30	\$ 125.97	\$ 129.75	\$ 133.64	\$ 137.65
CAD Designer	\$ 103.48	\$ 106.58	\$ 109.78	\$ 113.08	\$ 116.47	\$ 119.96
CAD Technician	\$ 77.55	\$ 79.88	\$ 82.27	\$ 84.74	\$ 87.28	\$ 89.90
Intern	\$ 45.29	\$ 46.65	\$ 48.05	\$ 49.49	\$ 50.97	\$ 52.50
Construction Inspection:						
Sr. Project Manager	\$ 156.11	\$ 160.79	\$ 165.62	\$ 170.59	\$ 175.70	\$ 180.97
Project Manager	\$ 143.80	\$ 148.11	\$ 152.56	\$ 157.13	\$ 161.85	\$ 166.70
Graduate (non-licensed) PE/PS (non-engineer)	\$ 102.20	\$ 105.27	\$ 108.42	\$ 111.68	\$ 115.03	\$ 118.48
INDOT Inspector	\$ 93.21	\$ 96.01	\$ 98.89	\$ 101.85	\$ 104.91	\$ 108.06
Inspector - Infrastructure	\$ 86.43	\$ 89.02	\$ 91.69	\$ 94.44	\$ 97.28	\$ 100.20
Intern	\$ 45.29	\$ 46.65	\$ 48.05	\$ 49.49	\$ 50.97	\$ 52.50
Land Survey:						
Sr. Project Manager	\$ 156.11	\$ 160.79	\$ 165.62	\$ 170.59	\$ 175.70	\$ 180.97
Project Manager	\$ 143.80	\$ 148.11	\$ 152.56	\$ 157.13	\$ 161.85	\$ 166.70
Project Surveyor	\$ 120.82	\$ 124.44	\$ 128.18	\$ 132.02	\$ 135.98	\$ 140.06
CAD Designer	\$ 103.48	\$ 106.58	\$ 109.78	\$ 113.08	\$ 116.47	\$ 119.96
Title Researcher	\$ 90.40	\$ 93.11	\$ 95.91	\$ 98.78	\$ 101.75	\$ 104.80
Crew Chief	\$ 89.95	\$ 92.65	\$ 95.43	\$ 98.29	\$ 101.24	\$ 104.28
CAD Technician	\$ 77.55	\$ 79.88	\$ 82.27	\$ 84.74	\$ 87.28	\$ 89.90
Intern	\$ 45.29	\$ 46.65	\$ 48.05	\$ 49.49	\$ 50.97	\$ 52.50
Specialty:						
Specialty Svcs - Permitting	\$ 130.00	\$ 133.90	\$ 137.92	\$ 142.05	\$ 146.32	\$ 150.71
Specialty Svcs - Arborist	\$ 130.00	\$ 133.90	\$ 137.92	\$ 142.05	\$ 146.32	\$ 150.71
Specialty Svcs - EIFS	\$ 130.00	\$ 133.90	\$ 137.92	\$ 142.05	\$ 146.32	\$ 150.71
Specialty Svcs - Asbestos	\$ 130.00	\$ 133.90	\$ 137.92	\$ 142.05	\$ 146.32	\$ 150.71

Labor Category	Average Labor Rate	Overhead Rate Calc	Standard Profit	Billing Rate	Premium Portion	Overtime Rate
		157.29%	10.00%			
CAD Designer	\$ 36.56	\$ 57.51	\$ 9.41	\$ 103.48	\$ 18.28	\$ 121.76
CAD Technician	\$ 27.40	\$ 43.10	\$ 7.05	\$ 77.55	\$ 13.70	\$ 91.25
Clerical Services	\$ 26.96	\$ 42.40	\$ 6.94	\$ 76.30	\$ 13.48	\$ 89.78
Crew Chief	\$ 31.78	\$ 49.99	\$ 8.18	\$ 89.95	\$ 15.89	\$ 105.84
Graduate (non-licensed) PE/PS (non-engineer)	\$ 36.11	\$ 56.80	\$ 9.29	\$ 102.20	\$ 18.06	\$ 120.26
INDOT Inspector	\$ 32.94	\$ 51.80	\$ 8.47	\$ 93.21	\$ 16.47	\$ 109.68
Inspector - Infrastructure	\$ 30.54	\$ 48.03	\$ 7.86	\$ 86.43	\$ 15.27	\$ 101.70
Intern	\$ 16.00	\$ 25.17	\$ 4.12	\$ 45.29	\$ 8.00	\$ 53.29
Project Manager	\$ 50.81	\$ 79.92	\$ 13.07	\$ 143.80	\$ 25.41	\$ 169.21
Project Surveyor	\$ 42.69	\$ 67.15	\$ 10.98	\$ 120.82	\$ 21.35	\$ 142.17
Project Engineer/Architect	\$ 41.96	\$ 65.99	\$ 10.79	\$ 118.74	\$ 20.98	\$ 139.72
Sr. Project Manager	\$ 55.16	\$ 86.76	\$ 14.19	\$ 156.11	\$ 27.58	\$ 183.69
Title Research	\$ 31.94	\$ 50.24	\$ 8.22	\$ 90.40	\$ 15.97	\$ 106.37

ENCROACHMENT PERMIT APPLICATION

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

For Office Use Only

Permit Number _____
Expires _____
Permit Fee _____
Fee Waived _____

Application Date: 6/30/20 Estimated Completion Date: 1/29/2021
Work Address: Along 193rd St, Springmill Rd & 191st St Subdivision: N/A

Name of Contractor/Utility: Duke Energy
Address: 100 S. Mill Creek Rd
City: Noblesville State: IN Zip: 46062
Phone: 317-776-5341 Fax: _____
Email: cindy.rowland@duke-energy.com

Name of Sub-Contractor: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Email: _____

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

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

Please describe proposed work: Relocation and reconductoring with OH and UG electric power due to load growth

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

SIZE OF STREET OR RIGHT-OF-WAY CUT

Traffic Lanes: Length: ~1 mile Width: ~10-12 feet Depth Within Lanes: ~6-8 feet

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

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

TRAFFIC PORTION AFFECTED BY PERMIT

Width: ~10-12ft Length: ~1 mile # of Lanes: 1 # of Lanes to be Closed: 0 # of Hours Closed: N/A

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

TERMS AND CONDITIONS FOR ENCROACHMENT PERMIT

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

Signature of Applicant: _____

Title: _____

Printed Name: Cindy Rowland

Date: 6/30/20

Company Name: Duke Energy

Phone Number: 317-776-5341

For Office Use Only:

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

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

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

Director/or his representative

Project Manager/when applicable

Date Approved



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

NOTE:
- INSTALL P24, P26, P27, P33, P35, P36
76' NORTH OF W 193RD ST C/L,
1' BEHIND (NORTH OF) PROPOSED
R.O.W. AND INSIDE DUKE EASEMENT
- INSTALL P30, P31 ABOUT 30-35 FEET NORTH
OF ROAD C/L, DUE TO EXISTING HOUSE

Pad# HMI-20399 (P1):
Existing PME-11 Switchgear
Install:
- (3) 1000AL T-Body Elbows
- (3) 600A Line Disc Switches
Note:
- Limited Access

New P# HMI-28633 (P24):
Install:
- Pole 45/2
- 3Ph D.E. (03.11-127)
- 3Ph 600A Riser
on D.E. Pole (21.05-110)
- (1) Single Down Guy (20' lead)
- (1) Double Down Guy (18' lead)
Note:
- Limited Access

New P# HMI-28634 (P26):
Install:
- Pole 45/2
- 3Ph TL [03.11-103]
- 1Ph 15kV In-Line Riser
(65 Std, A) [21.02-100]
Note:
- Limited Access

New P# HMI-28635 (P27):
Install:
- Pole 45/2
- 3Ph TL (03.11-103)
Note:
- Limited Access

New P# HMI-28636 (P28):
Install:
- Pole 50/2
- 3Ph DDE, Large Angle
(Slack S.E.) [03.11-116]
- 1Ph 15kV In-Line Riser
(65 Std, A) [21.02-100]
- (1) Single Down Guy (20' lead)
- (1) Double Down Guy (18' lead)
Note:
- Limited Access
- Tree Trimming Req'd (4 Hours)

New P# HMI-28637 (P30):
Install:
- Pole 50/2
- 3Ph DDE, Large Angle
(Slack N.W.) [03.11-116]
- (1) Single Down Guy (20' lead)
- (1) Double Down Guy (18' lead)
Note:
- Limited Access
- Tree Trimming Req'd (4 Hours)

New P# HMI-28638 (P31):
Existing Pole Unknown / Untagged
Remove:
- Unknown Pole (40/4?)
- 1Ph Double D.E.
- 15kVA OH Xfmr (A)
- 2" Secondary Riser
- (1) Double Down Guy (15' lead S.)
Install:
- Pole 50/2
- 3Ph DDE, Large Angle (Slack S.W.)
[03.11-116]
- 1Ph Fused Tap (50 Std, A) [03.11-130]
- 1Ph 15kV In-Line Riser
(65 Std, A) [21.02-100]
- (1) Single Down Guy (20' lead E./N.E.)
- (1) Double Down Guy (18' lead E./N.E.)
- (1) Double Down Guy (15' lead S.)
Transfer:
- (2) 2/0AAAC Pri/Neu (D.E.)
Note:
- Limited Access
- Sec Splice Pit @ Pole Base
- Tree Trim Req'd (4 Hrs)

New P# HMI-28639 (P33):
Install:
- Pole 50/2
- 3Ph DDE, Large Angle (Slack S.W.)
[03.11-116]
- 15kVA OH Xfmr (A)
- 2" Secondary Riser
- (1) Single Down Guy (20' lead)
- (1) Double Down Guy (18' lead)
Note:
- Limited Access
- Tree Trimming Req'd (4 Hours)

New P# HMI-28640 (P35):
Install:
- Pole 45/2
- 3Ph TL [03.11-103]
- 1Ph 15kV In-Line Riser
(65 Std, A) [21.02-100]
Note:
- Limited Access

New P# HMI-28641 (P36):
Install:
- Pole 50/2
- 3Ph Vertical DDE,
Side Guyed (03.12-112)
- (2) Double Down Guys (15', 12' NE)
Note:
- Limited Access

ØABC: (3) 1000AL UG
to Pad# HMI-20398

SIX POINTS RD

P# 838-8343

P# 838-8344

A,N: 6ACWC
52'

A,N: 6ACWC
232'

ØABC: (3) 1000AL UG
to Pad# HMI-20400

P# 838-8345 (P2):
**Existing 90/H1
Transmission Pole**
Remove:
- 1Ph Tap

P# 075-209 (P3):
Remove:
- Pole 35/5
- 1Ph Right Angle
- (2) Single Down Guys (15' W, 27' S)

(S3): REMOVE 345'
A,N: 6ACWC

SIX POINTS & 193RD
#1 CABLE DISC

(S1): INSTALL 50'
- ØABC: (3) 1000AL UG
- 6" HDPE Conduit
- Install in Trench

(S23): INSTALL 185'
ABC - 556AAC Pri
N - 4/0AAAC

(S26): INST 185'

(S24): INSTALL 125'
- ØA: (1) 1/0AL Pri UG
- 2" HDPE Conduit
- Directional Bore: 5' Deep

(S4): REM 279'

P# 075-284 (P5):
Remove:
- Pole 40/4
- 1Ph TL
- 1Ph 15kV In-Line Riser (65 Std, A)
Install:
- Splice Pit @ Base of Pole

(S28): INSTALL 90'
- ØA: (1) 1/0AL Pri UG
- 2" HDPE Conduit
- Directional Bore: 5' Deep

(S27): 185'

A: 1/0ALTRXLPELCJ15 Pri U.G.
Radial Feed to Pad# HMI-16632

Property Owner:
Kelvin J Osborne
718 W 193rd St
Sheridan, IN 46069

(S31): REM 54'
A,N: 2/0AAAC

(S30): 200'

A: 1/0ALTRXLPELCJ15 Pri U.G.
Radial Feed to Pad# HMI-15347

P# 075-285 (P6):
Remove:
- Pole 35/5
- 1Ph TL w/ 1Ph Fused
Slack Tap (50 Std, A)
- 1Ph 15kV In-Line Riser (65 Std, A)
Install:
- Splice Pit @ Base of Pole

(S32): INSTALL 54'
- ØA: (1) 1/0AL Pri UG
- 2" HDPE Conduit
- Directional Bore: 5' Deep

(S34): 188'

(S33): INSTALL -
60' - 3Ph Pri+Neu
60' - 4/0ALTXUG

P# 194-767 (P7):
Remove:
- Pole 35/5
- 1Ph TL

(S6): 162'

(S34): 188'

(S35): INSTALL 130'
- ØA: (1) 1/0AL Pri UG
- 2" HDPE Conduit
- Directional Bore: 5' Deep

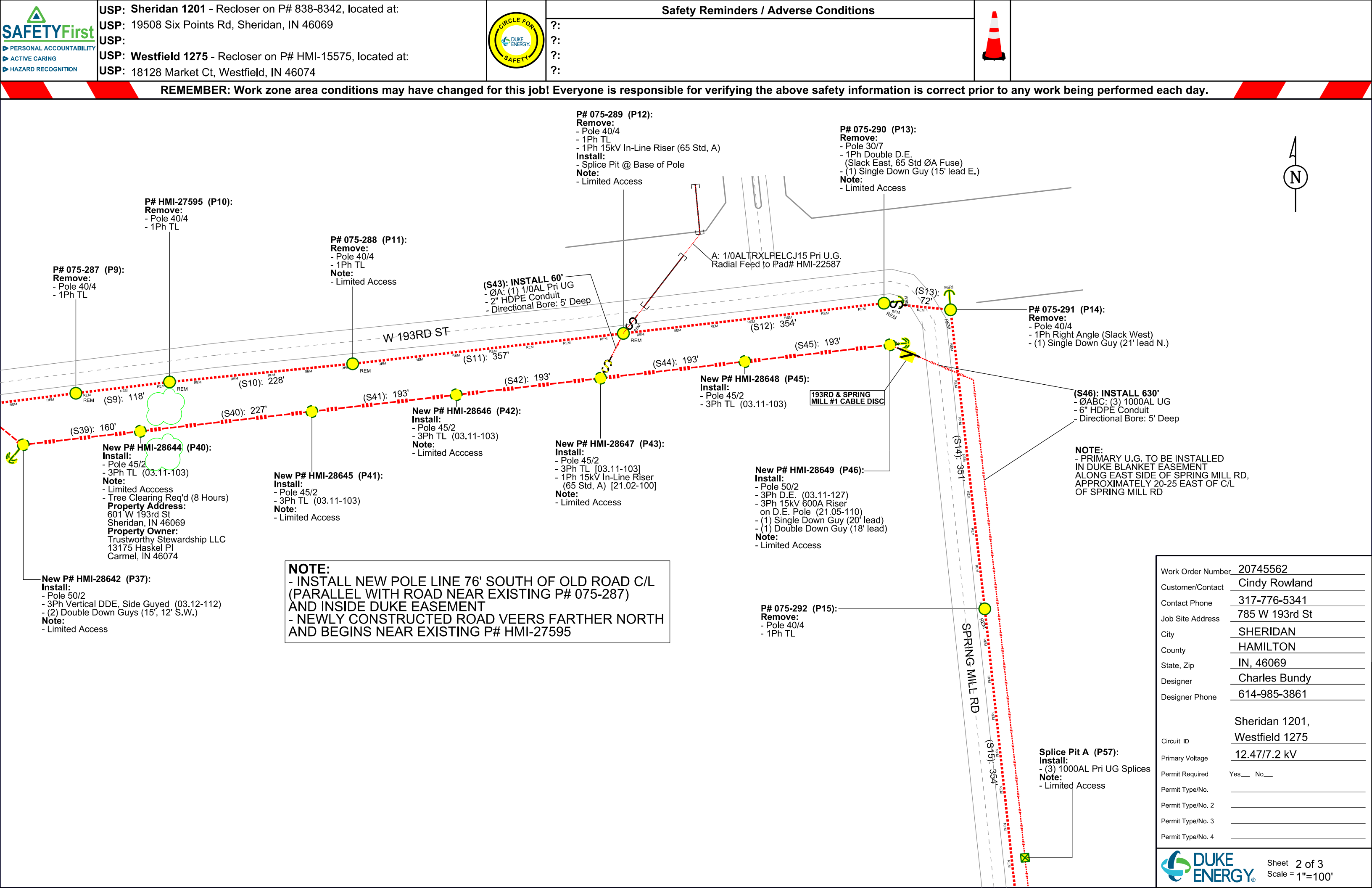
(S36): 188'

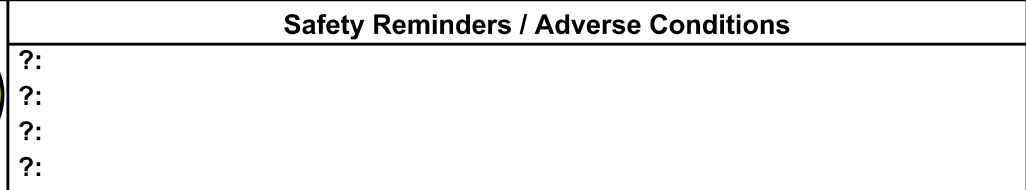
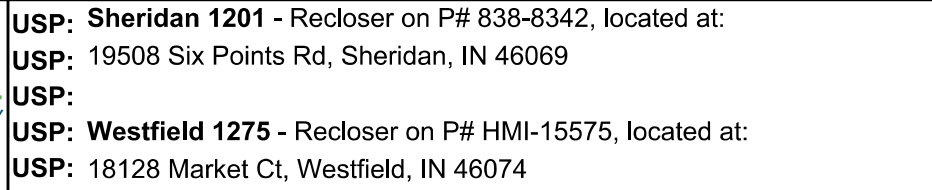
(S7): 174'

(S8): 354'

Work Order Number	20745562
Customer/Contact	Cindy Rowland
Contact Phone	317-776-5341
Job Site Address	785 W 193rd St
City	SHERIDAN
County	HAMILTON
State, Zip	IN, 46069
Designer	Charles Bundy
Designer Phone	614-985-3861

Circuit ID	Sheridan 1201, Westfield 1275
Primary Voltage	12.47/7.2 kV
Permit Required	Yes___ No___
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	





Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

July 2020

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Westfield Police Department

July 2020

Events by Nature

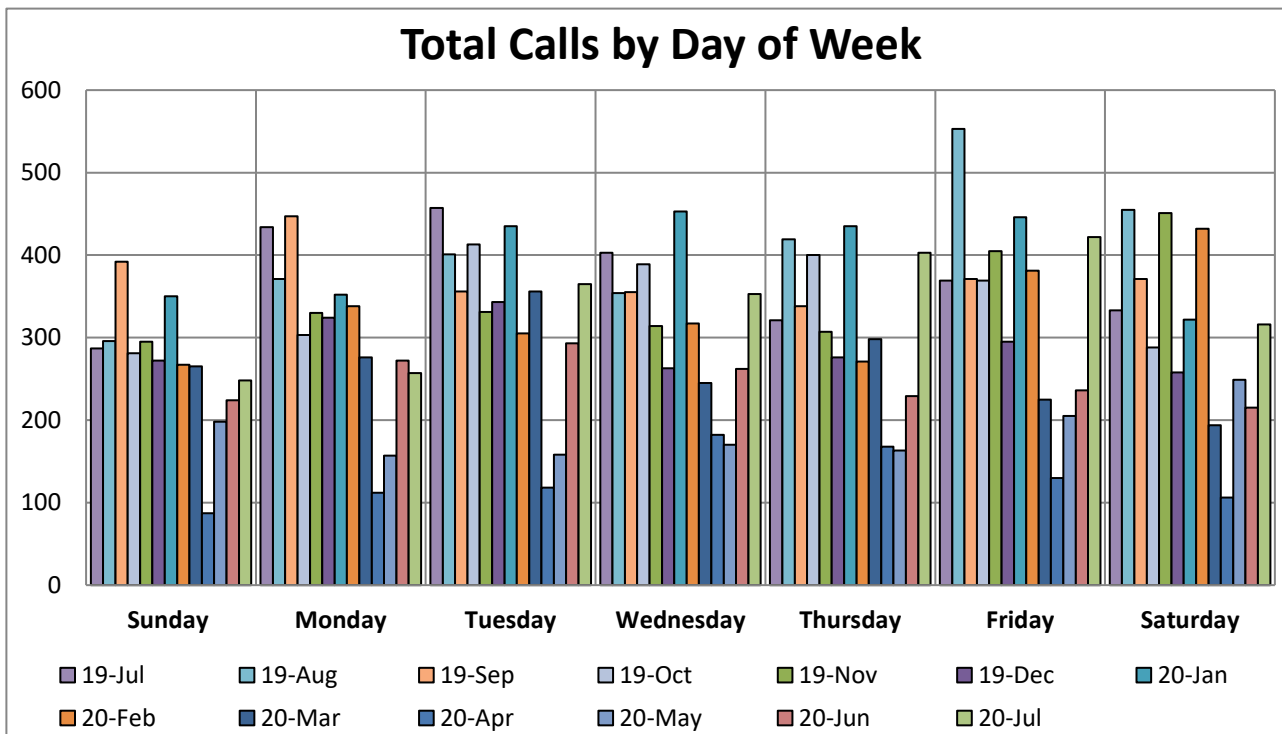
911 Hang Up	38
Abandoned Vehicle	8
Abandonment	0
Abuse / Neglect	2
Accident - Hit & Run PD	14
Accident - Hit & Run PI	0
Accident - Other	0
Accident - Property Damage	66
Accident - Personal Injury	7
Accident - Sinking Vehicle	0
Accident - Unknown	1
Accelerator Stuck	0
Active Assailant	1
Alarm - Other	0
Alarm - Vehicle	0
Alarm - Burglar	138
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Animal Bite / Attack	5
Animal Complaint	34
Assist Fire	33
Assist Other Department	14
Assist Public	30
Battery	3
Bomb Device Found	0
Bomb Threat	0
Burglary	8
Carjacking	0
Case Follow Up	98
Child Seat Inspection	0
Civil Dispute	24
Criminal Mischief	26
Damage to Property	1
Death Investigation	0
Directed Patrol	6
Disturbance	31
Driving Complaint	104
Drug Complaint	5
Drug Lab	0
Escort	0
Fight	0
Firearms Shots Fired	0
Found / Lost Property	22
Found Person	2
Fraud Prescription	0
Fraud / Deception	33
Harassment	26
Intoxicated Person	10

Investigation	5
Juvenile Complaint	3
K9 Detail	2
Kidnapping	0
Lock Out	51
Loud Party	1
Mental Emotional - Violent	7
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Miscellaneous	34
Missing Person	4
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Nuisance	25
Ordinance Misc.	28
Parking Complaint	20
Physical Disturbance	21
Product Contamination	0
Reckless Activity	1
Road Rage	8
Robbery	0
Runaway	0
School Patrol	12
Security Check	8
Sex Offense	0
Shooting	1
Solicitor	5
Special Detail	0
Stabbing	0
Suicide	2
Suspicious Activity	98
Suspicious Package	1
Test	1
Theft	18
Theft - From a Vehicle	1
Theft - of a Vehicle	1
Threat to Life	7
Threatening Suicide	6
Tow Release	9
Traffic Hazard	107
Transport	1
Trespassing	25
Traffic Stop	911
Unknown Call for Police	0
VIN Check	68
Wanted	1
Warrant Service	11
Weapons Complaint	2
Welfare Check	50
Total	2364

Westfield Police Department
July 2020

Total # of Calls by Day of Week

DAY	19-Jul	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr	20-May	20-Jun	20-Jul
Sunday	287	296	392	281	295	272	350	267	265	87	198	224	248
Monday	434	371	447	303	330	324	352	338	276	112	157	272	257
Tuesday	457	401	356	413	331	343	435	305	356	118	158	293	365
Wednesday	403	354	355	389	314	263	453	317	245	182	170	262	353
Thursday	321	419	338	400	307	276	435	271	298	168	163	229	403
Friday	369	553	371	369	405	295	446	381	225	130	205	236	422
Saturday	333	455	371	288	451	258	322	432	194	106	249	215	316
TOTAL	2604	2849	2630	2443	2433	2031	2793	2311	1859	903	1300	1731	2364

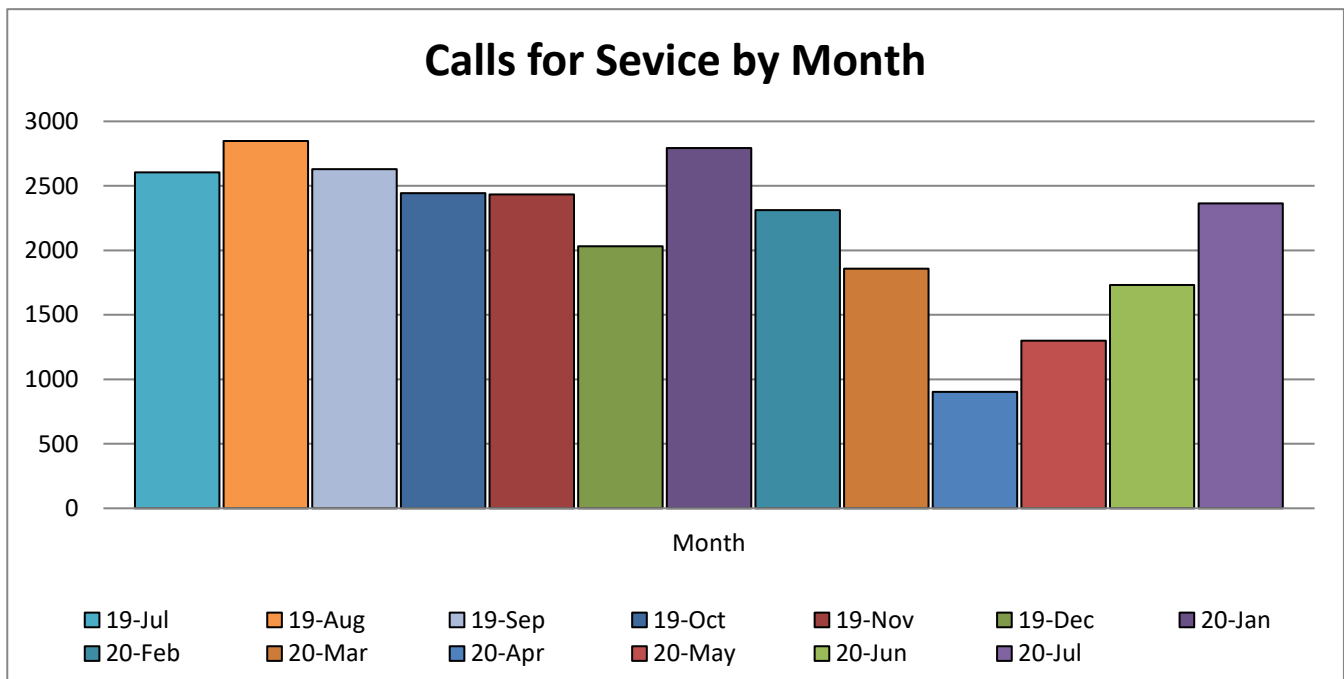


Westfield Police Department
July 2020

Total # of Calls by Hour of Day

HOURL	19-Jul	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr	20-May	20-Jun	20-Jul
0	99	119	116	93	102	85	97	103	78	17	41	47	86
1	80	73	83	64	55	33	66	71	31	15	28	32	67
2	42	49	59	62	49	33	49	48	41	12	15	24	42
3	39	32	62	58	35	19	48	48	29	9	25	19	30
4	20	25	32	24	26	33	45	41	10	3	13	14	20
5	23	37	40	30	43	42	51	33	29	15	15	26	34
6	57	45	42	42	27	49	35	34	48	37	28	65	61
7	71	116	90	68	77	54	71	69	86	39	40	49	51
8	136	134	128	137	142	104	184	111	107	30	47	76	94
9	160	171	155	155	172	126	185	164	114	47	55	92	142
10	152	165	175	140	144	129	156	130	119	34	88	88	133
11	127	149	132	118	141	123	157	126	93	59	78	115	132
12	127	138	108	105	123	89	141	98	101	44	69	97	110
13	123	148	106	127	131	101	142	117	100	69	97	90	129
14	159	164	126	134	131	94	166	119	119	42	68	112	123
15	131	161	120	124	99	109	165	121	114	61	89	109	130
16	117	148	132	110	99	87	124	100	88	52	81	99	154
17	96	132	109	101	100	79	66	88	92	60	78	90	142
18	182	187	176	155	196	144	176	141	96	55	72	81	135
19	161	159	154	153	171	108	186	153	97	39	61	88	135
20	79	67	90	90	60	76	107	89	74	63	52	66	102
21	120	136	108	103	98	89	95	73	43	47	64	100	96
22	172	152	139	152	100	122	147	121	63	26	49	90	105
23	131	142	148	98	112	103	134	113	87	28	47	62	111
TOTAL	2604	2849	2630	2443	2433	2031	2793	2311	1859	903	1300	1731	2364

Westfield Police Department
July 2020



Westfield Police Department
July 2020

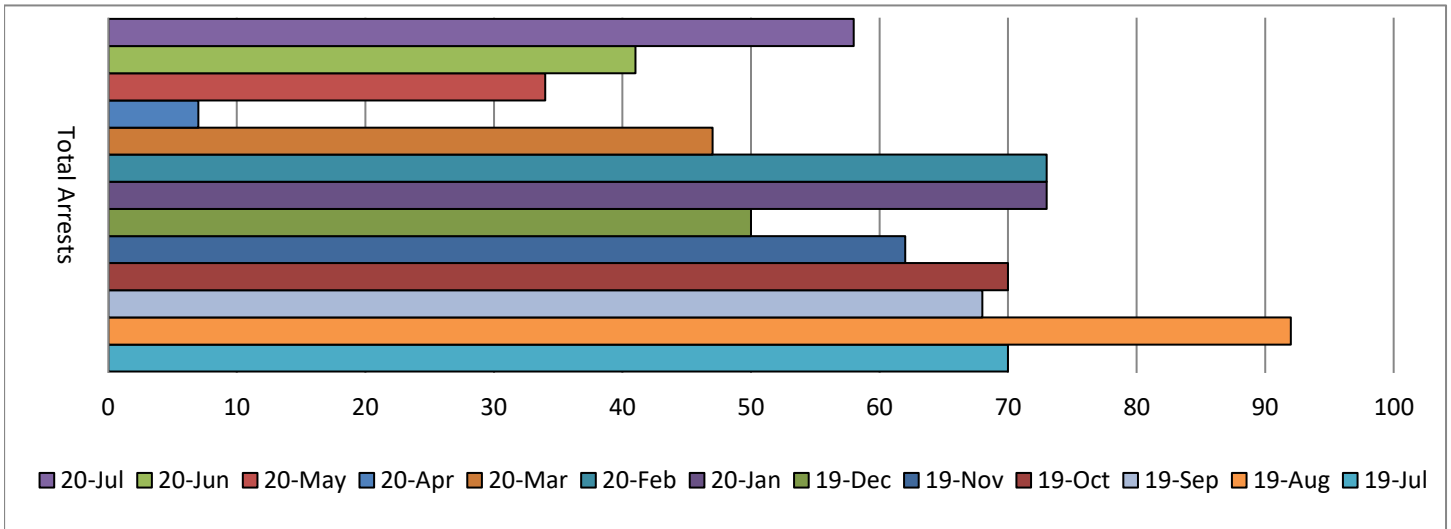
UCR OFFENSES

OFFENSE	19-Jul	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr	20-May	20-Jun	20-Jul
Arson	0	1	0	0	0	0	0	0	0	0	0	0	1
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	1	0	0	0	0	1	-1	0	1	0	0	0	0
Robbery	0	0	0	0	2	0	0	0	0	0	2	0	0
Battery - Aggravated	0	0	1	0	1	0	0	1	3	1	2	1	1
Battery - Simple	17	14	22	9	12	15	18	22	21	18	17	17	29
Burglary	4	2	0	1	0	0	3	0	2	1	5	4	6
Theft	25	31	24	32	16	28	23	19	30	23	18	18	16
Motor Vehicle Theft	2	1	0	1	1	2	2	0	2	0	0	2	1
TOTAL	49	49	47	43	32	46	45	42	59	43	44	42	54

Westfield Police Department

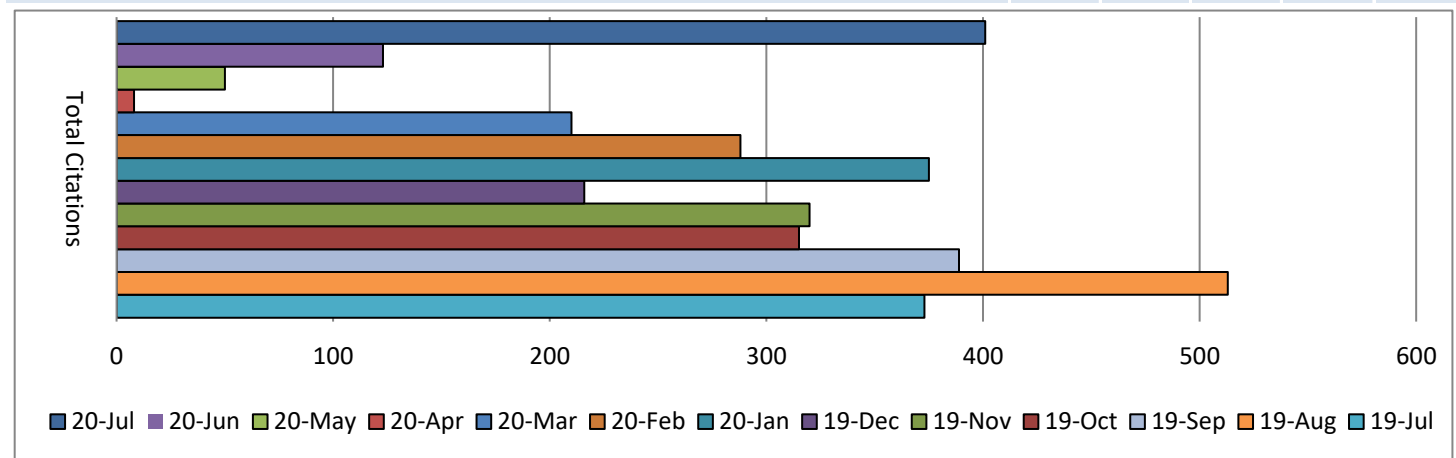
July 2020

Arrest Reports Taken	19-Jul	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr	20-May	20-Jun	20-Jul
Alcohol/ Drug Related	35	35	27	22	23	18	17	20	20	1	8	18	20
Felony Charges	29	20	31	19	13	12	19	15	21	2	13	23	36
Misdemeanor Charges	89	90	86	82	84	77	63	80	79	9	35	79	78
Total Arrests	70	92	68	70	62	50	73	73	47	7	34	41	58



Traffic	19-Jul	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr	20-May	20-Jun	20-Jul
Total Citations	373	513	389	315	320	216	375	288	210	8	50	123	401
Total Written Warning	1057	1232	1167	1051	1263	805	1408	1119	612	25	143	350	768
Total Traffic Accidents	69	55	68	47	77	78	53	45	39	25	38	58	49
Property Damage	62	44	62	37	69	72	48	40	38	24	35	55	45
Personal Injury	7	10	6	10	8	6	5	5	1	1	3	3	4
Fatality	0	1	0	0	0	0	0	0	0	0	0	0	0
Hit and Run*	6	2	9	5	5	3	8	3	4	3	3	8	6

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

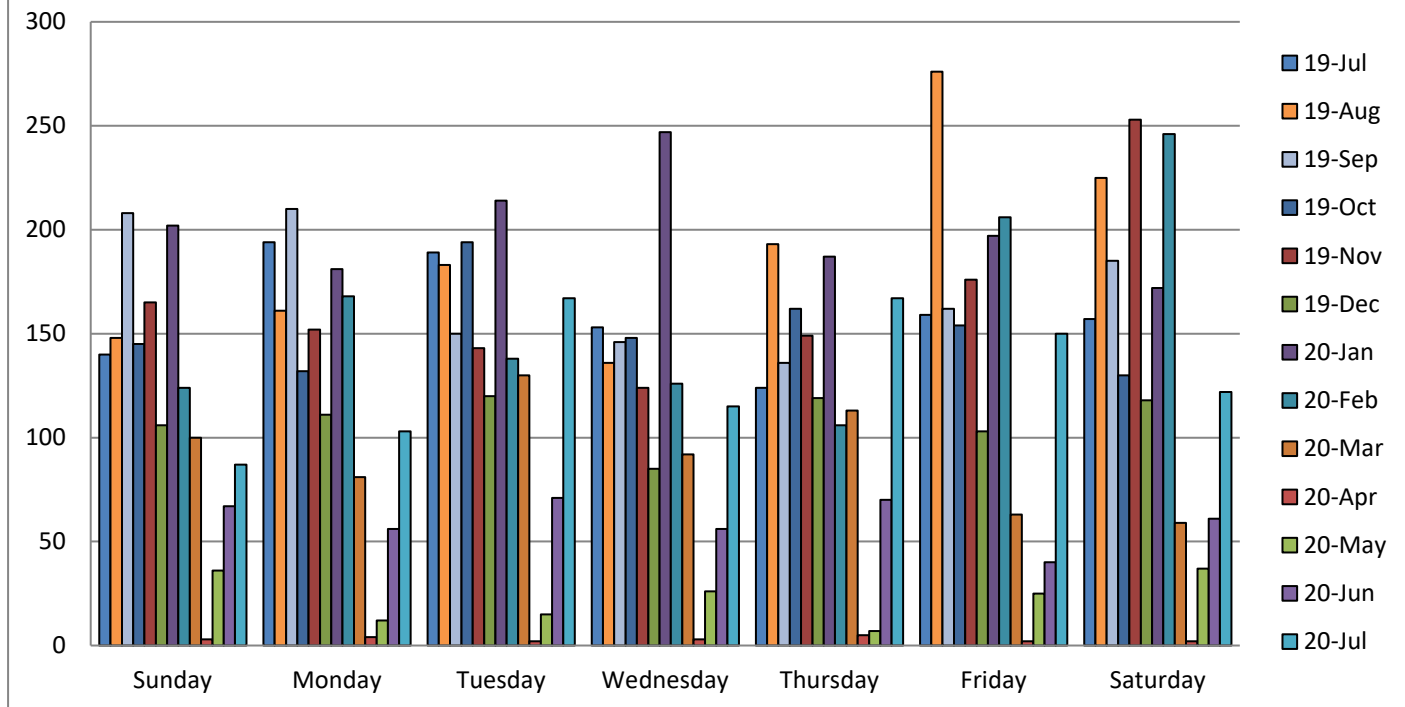


Westfield Police Department
July 2020

Traffic Stops by Day of Week

Day:	19-Jul	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr	20-May	20-Jun	20-Jul
Sunday	140	148	208	145	165	106	202	124	100	3	36	67	87
Monday	194	161	210	132	152	111	181	168	81	4	12	56	103
Tuesday	189	183	150	194	143	120	214	138	130	2	15	71	167
Wednesday	153	136	146	148	124	85	247	126	92	3	26	56	115
Thursday	124	193	136	162	149	119	187	106	113	5	7	70	167
Friday	159	276	162	154	176	103	197	206	63	2	25	40	150
Saturday	157	225	185	130	253	118	172	246	59	2	37	61	122
TOTAL	1116	1322	1197	1065	1162	762	1400	1114	638	21	158	421	911

Total Traffic Stops by Day of Week

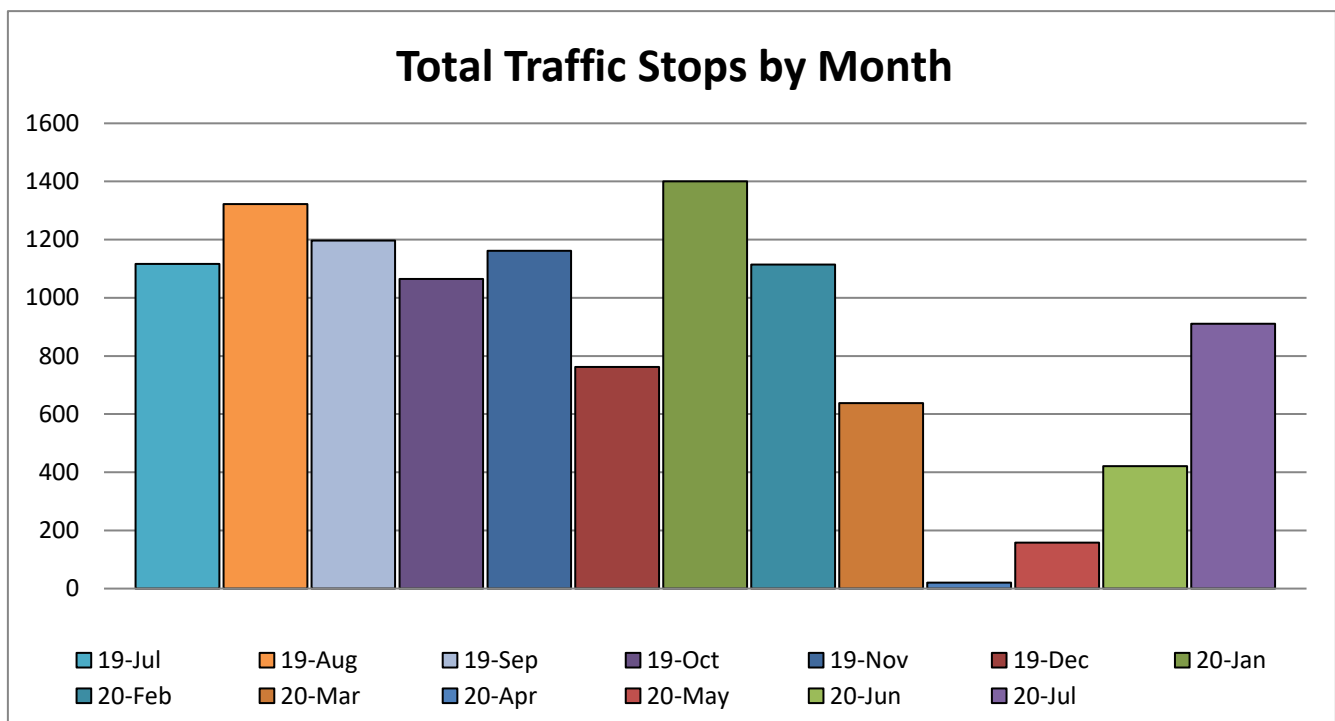


Westfield Police Department
July 2020

Traffic Stops by Hour of the Day

Hour:	19-Jul	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr	20-May	20-Jun	20-Jul
0	65	73	82	51	48	43	48	55	40	0	3	9	48
1	49	46	53	29	31	20	34	41	8	0	2	7	35
2	21	29	34	30	22	9	18	24	12	0	1	2	11
3	19	14	27	23	11	5	19	21	12	0	4	5	15
4	10	8	17	4	2	4	14	21	2	0	3	4	7
5	9	17	18	10	13	22	26	15	10	0	1	14	15
6	28	26	25	22	8	18	25	15	14	0	6	43	32
7	37	54	40	37	34	11	39	31	37	2	8	16	13
8	71	69	62	75	75	46	86	62	41	1	10	35	37
9	84	71	68	73	90	52	89	88	36	2	7	35	58
10	72	76	72	59	74	52	70	63	30	1	15	26	58
11	45	60	40	50	68	44	77	59	19	0	12	35	49
12	37	59	31	45	41	25	53	40	28	2	3	13	34
13	34	55	27	43	48	23	50	49	27	1	12	19	38
14	41	73	43	49	58	26	84	57	43	2	10	24	43
15	49	69	44	47	45	30	82	47	46	0	18	23	44
16	26	55	36	25	29	21	58	28	19	1	9	15	55
17	17	28	16	21	20	16	12	19	20	2	8	6	58
18	86	81	85	72	112	70	108	74	28	2	6	8	47
19	77	76	81	83	119	54	123	92	45	1	4	23	55
20	14	16	30	25	19	21	58	40	35	0	4	13	42
21	48	63	61	49	52	31	54	29	12	0	1	14	24
22	96	98	91	81	61	66	85	67	25	2	3	12	35
23	81	106	114	62	82	53	88	77	49	2	8	20	58
TOTAL	1116	1322	1197	1065	1162	762	1400	1114	638	21	158	421	911

Westfield Police Department
July 2020



Westfield Police Department
July 2020

Community Events

Westfield Police Department
July 2020

Training

8/13/17	Physical Tactics Instructor for IU Academy
8/28/20	Axon
8/28/31	Reid Interview Technique
8/31/20	Breath Test Recertification

ROAD IMPACT FEE INSTALLMENT AGREEMENT

Cross Referenced to Instrument No. 2018006224

Woodmont Westfield Ditch Academy, LLC (the "Property Owner") make the following commitments (the "Commitments") to the City of Westfield, Hamilton County, Indiana ("City") regarding the installment payments for the Road Impact Fees properly assessed on Marketplace at Harmony Lot 2 (the "Real Estate") located in Hamilton County, Indiana:

Section 1. **Description of Real Estate:** Lot 2 of Secondary Plat for Harmony Mixed Use District, as per Plat thereof of Recorded on July 13, 2017, as Instrument number 2017033285, in Plat Cabinet 5, Slide 706, in the Office of the Recorder of Hamilton County, Indiana (the "Real Estate"). The Secondary Plat for Harmony Mixed Use District recorded as instrument number 2017033285 is attached hereto as Exhibit A for reference.

Address: 1367 S Waterleaf Drive, Westfield, IN 46074

Parcel No: 08-09-16-00-05-002.000

Section 2. **Improvement Location Permit No.:** 20-C-012-449 (the "ILP").

General Contractor: Elevated Commercial Construction, Inc.

Section 3. **Statement of Terms:**

- A. As part of the development of the Real Estate, road impact fees are required to be paid to the City by the Applicant. In accordance with City Ordinance 12-13, the City assessed a road impact fee of **\$162,413** on August 10, 2020, attached hereto as Exhibit B (19-RIFE-08) (the "Assessed Road Impact Fee"), as part of the Applicant's filed ILP for the Real Estate.
- B. Pursuant to I.C. 36-7-4-1324 the City agrees to installment payments of the Assessed Road Impact Fees as set forth herein.
- C. At the issuance of the ILP, the Applicant agrees to tender \$ five percent (5%) of the total Road Impact Fee, in the amount of \$8,120.65 as set forth in F below.
- D. Pursuant to I.C. 36-7-4-1324 the City will charge three percent (3%) interest on an annual basis, only on the portion of the impact fee that is outstanding.
- E. Pursuant to I.C. 36-7-4-1324 the City may charge a ten percent (10%) penalty on any installment which is not paid by the payable due date set forth in Section F. This penalty will be assessed only to the installment amount which is overdue and is a one-time charge for that installment. Interest in the amount described in Section D may also be charged on the penalty amount in accordance with I.C. 36-7-4-1324.
- F. The Applicant agrees to make installment payments to the City for the remaining Assessed Road Impact Fee on or before the dates set forth below.

The remaining amounts shall be due in equal payments beginning August 24, 2021, and every year thereafter, in accordance with the following:

Issuance of ILP:	\$8,120.65
August 24, 2021:	\$33,690.44
August 24, 2022:	\$33,690.44
August 24, 2023:	\$33,690.44
August 24, 2024:	\$33,690.44
August 24, 2025:	\$33,690.43
Total Road Impact Fee:	\$176,572.84

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

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

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

Section 5. **Effective Date:**

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

Section 6. **Recording:**

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

Section 7. **Enforcement:**

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

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

Property Owner:

Woodmont Westfield Ditch Academy, LLC

By: Woodmont Westfield Ditch GP LLC, its Manager

By: Stephen Coslik

Printed Name: Stephen Coslik

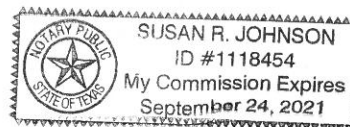
Title: Manager

Date: 08-21-2020

State of Texas
County of Tarrant

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

Susan R Johnson
SIGNATURE OF NOTARY PUBLIC



State of Texas, County of Tarrant, SS:

Subscribed and Sworn before me this 21st day of August, 2020

Printed Name of Notary Public Susan R Johnson

My Commission Expires 09/24/2021

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

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

**CITY OF WESTFIELD
BOARD OF PUBLIC WORKS**

Andy Cook, Member

Randall Graham, Member

Jim Ake, Member

Patricia Leuteritz, Attest

Exhibit A

SECONDARY PLAT FOR HARMONY MIXED USE DISTRICT, RECORDED ON JULY 13, 2017,
AS INSTRUMENT NUMBER 2017033285

PART OF SECTION 16, TOWNSHIP 18 NORTH, RANGE 3 EAST,
WASHINGTON TOWNSHIP, HAMILTON COUNTY, IN
WESTFIELD INDIANA

DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer
13 day of July, 2017
Robin M. Thies Auditor of Hamilton County
Parcel #

HARMONY SECTION 2
INST. #2015016786

NORTH LINE S.E. $\frac{1}{4}$ ", S.E. $\frac{1}{4}$ " -
SEC. 16--T18N-R3E

-N.W. CORNER S.E. ¼,
S.E. ¼
SEC. 16-T1EN-R3E
REBAR w/YELLOW CAP
STAMPED "SCHNEIDER
FIRM #0001" FOUND

C.A. 2
53,904 S.F.
3.53 Ac.
D.U.&L.E.

BLOCK A
221,552 S.F.
5.09 Ac.

LOT 6
394.857 S.F.
9.06 Ac.

SHEET 1 of 9

7260 SHADELAND STATION
INDIANAPOLIS, IN 46256-3957
TEL 317.547.5580 FAX 317.543.0270
www.structurepoint.com

AMERICAN
STRUCTUREPOINT
INC.

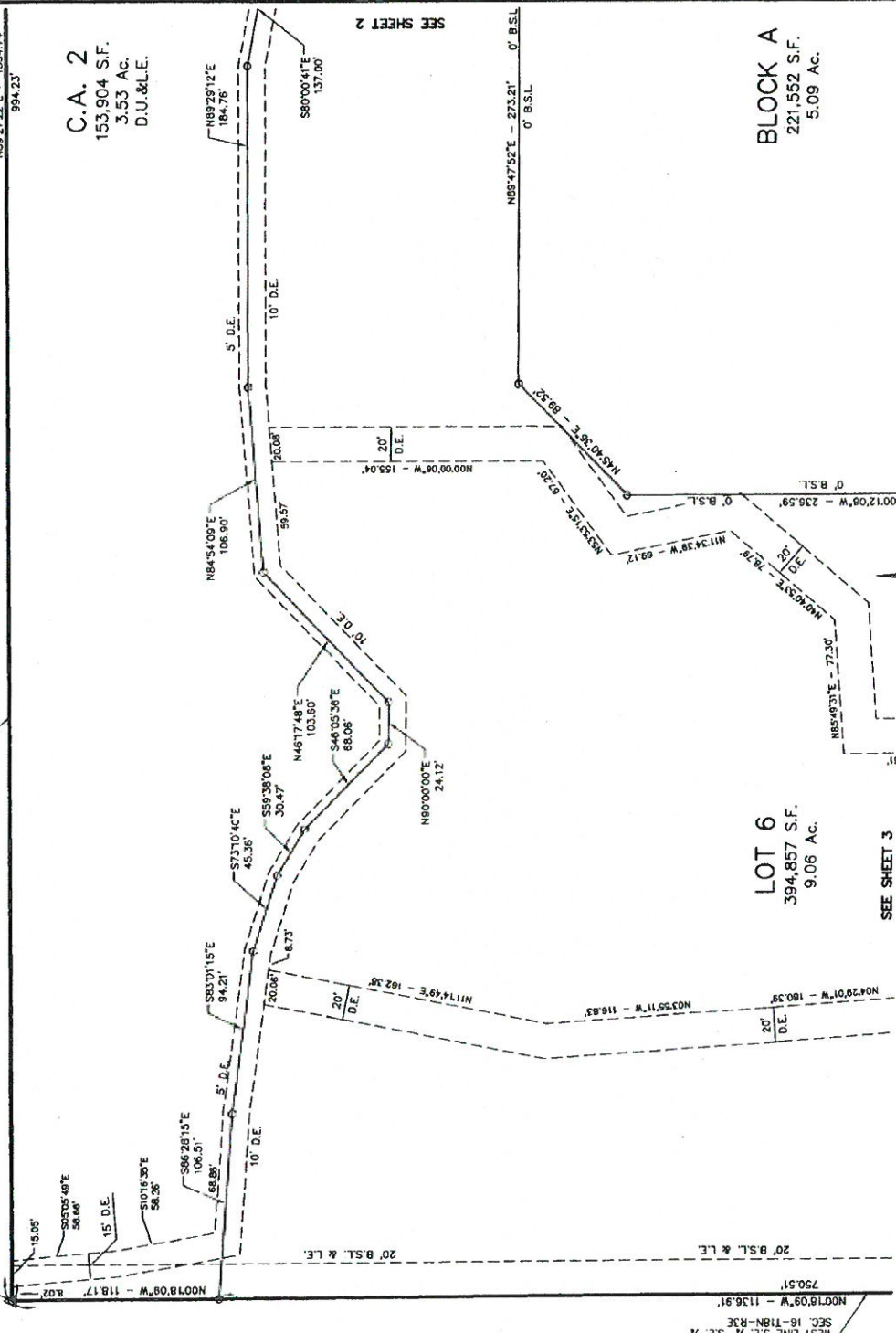
OWNER/SUBDIVIDER:
FARNRIDGE DEVELOPMENT, LLC
12965 OLD MERIDIAN STREET
CARMEL, IN 46032

PREPARED BY/LAND SURVEYOR:
MICHAEL J. SMITH
AMERICAN STRUCTUREPOINT, INC.
7260 SHADELAND STATION
INDIANAPOLIS, IN 46256
317-547-5580

LIMITED ACCESS RIGHT-OF-WAY PER
 INSTR. NO. 201-2084140
 DRAINAGE AND UTILITY EASEMENT
 DRAINAGE EASEMENT
 REGULATED DRAINAGE EASEMENT
 DRAINAGE, UTILITY & LANDSCAPE EASEMENT
 BUILDING SETBACK LINE
 % IN DIA. REBAR W/OA/3 STAMPED
 "STRUCTUREPOINT - 0094" SET FLUSH
 4"x4"x30" CONCRETE W/CUT "4" SET FLUSH

NOTE:
SEE SHEET 7 FOR CURVE TABLE.

4"x4"x30" CONCRETE W/CUT "+ SET FLUSH



SEE SHEET 2

SEE SHEET 3

SECONDARY PLAT FOR HARMONY MIXED USE DISTRICT

PART OF SECTION 16, TOWNSHIP 18 NORTH, RANGE 3 EAST,
WASHINGTON TOWNSHIP, HAMILTON COUNTY, IN
WESTFIELD INDIANA

KEY MAP
NOT TO SCALE

PL 5 slide note

201703285 PLAT \$85.00
07/13/2017 11:46:18A 9 PGS
Jenniffer Hayden
HAMILTON County Recorder IN

HARMONY SECTION 2
INST. #2015016708

N.E. CORNER S.E. 1/4
SEC 16-T18N-R3E
MAG NAIL w/WASHER
STAMPED "SCHNEIDER
FIRM 0001" FOUND

NORTH LINE S.E. 1/4, S.E. 1/4
SEC. 16-T18N-R3E

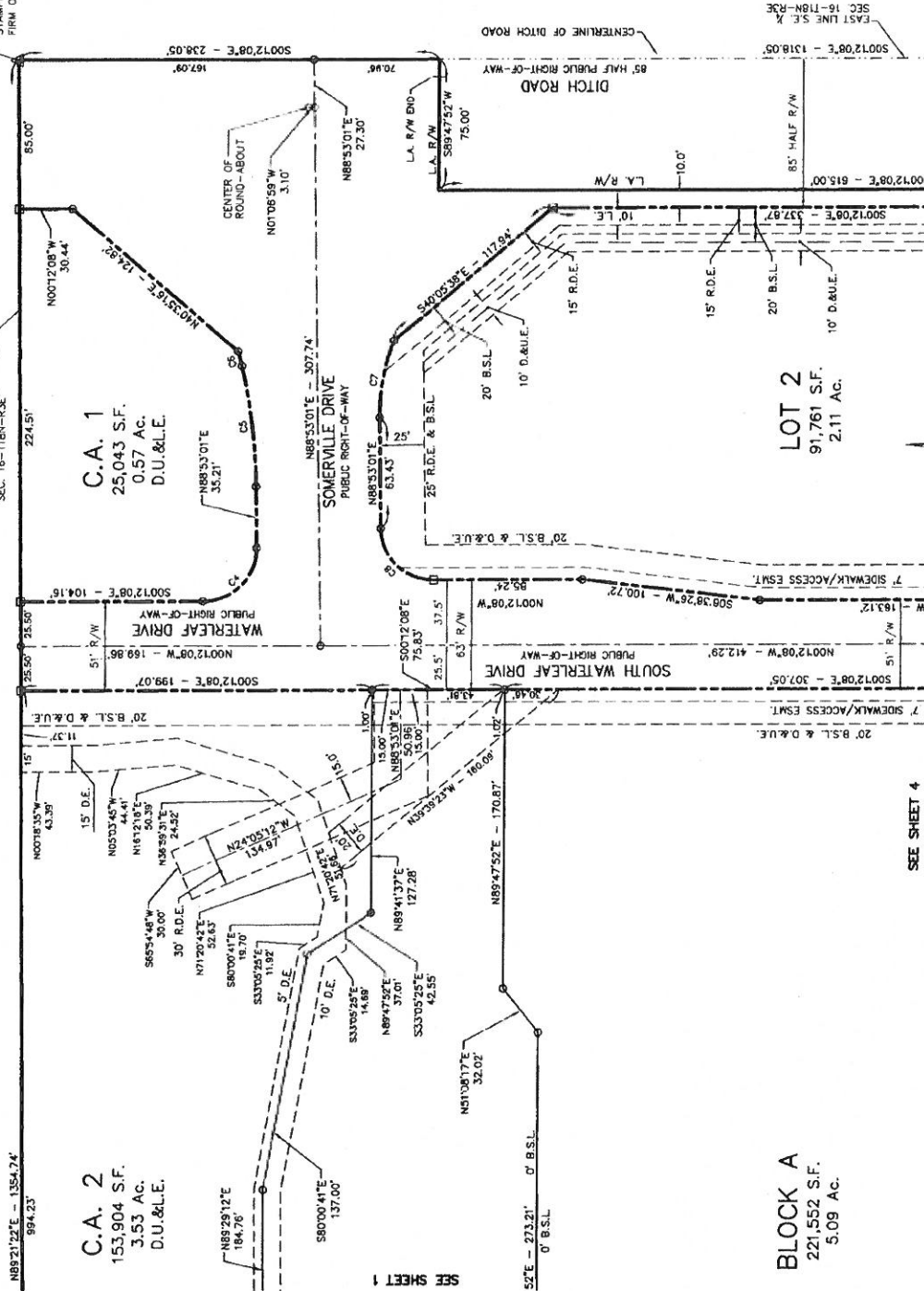
N89°21'22"E - 1354.74'
994.23'

C.A. 2
153,904 S.F.
3.53 Ac.
D.U.&L.E.

C.A. 1
25,043 S.F.
0.57 Ac.
D.U.&L.E.

BLOCK A
221,552 S.F.
5.09 Ac.

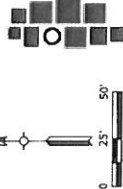
LOT 2
91,761 S.F.
2.11 Ac.



SEE SHEET 4

OWNER/SUBDIVIDER:
FARMHOUSE DEVELOPMENT, LLC
12965 OLD MERIDIAN STREET
CARMEL, IN 46032
PREPARED BY/LAND SURVEYOR:
AMERICAN STRUCTUREPOINT, INC.
7260 SHADELAND STATION
INDIANAPOLIS, IN 46256
317-547-5580
NOTE:
SEE SHEET 7 FOR CURVE TABLE.

LEGEND:
LIMITED ACCESS RIGHT-OF-WAY PER
NSTR. NO. 2013064140
D.R.U.E.
DRAINAGE EASEMENT
REGULATED DRAINAGE EASEMENT
DRAINAGE, UTILITY & LANDSCAPE EASEMENT
B.S.L.
BUILDING SETBACK LINE
"STRUCTUREPOINT" - 0094" SET FLUSH
4"x4"x20" CONCRETE W/0.1" "x" SET FLUSH



AMERICAN
STRUCTUREPOINT
INC.

SHEET 2 of 9
7260 SHADELAND STATION
INDIANAPOLIS, IN 46256-3957
TEL 317-547-5580 FAX 317-543-0220
www.structurepoint.com

SECONDARY PLAT FOR HARMONY MIXED USE DISTRICT

PART OF SECTION 16, TOWNSHIP 18 NORTH, RANGE 3 EAST,
WASHINGTON TOWNSHIP, HAMILTON COUNTY, IN
WESTFIELD INDIANA

KEY MAP
not to scale

SEE SHEET 1

SEE SHEET 4

SEE SHEET 5

SEE SHEET 7 FOR CURVE TABLE

SEE SHEET 8

SEE SHEET 9

SEE SHEET 10

SEE SHEET 11

SEE SHEET 12

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SEE SHEET 277

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SEE SHEET 279

SEE SHEET 280

SEE SHEET 281

SEE SHEET 282

SEE SHE

SECONDARY PLAT FOR HARMONY MIXED USE DISTRICT

PART OF SECTION 16, TOWNSHIP 18 NORTH, RANGE 3 EAST,
WASHINGTON TOWNSHIP, HAMILTON COUNTY, IN
WESTFIELD INDIANA

KEY MAP
not to scale

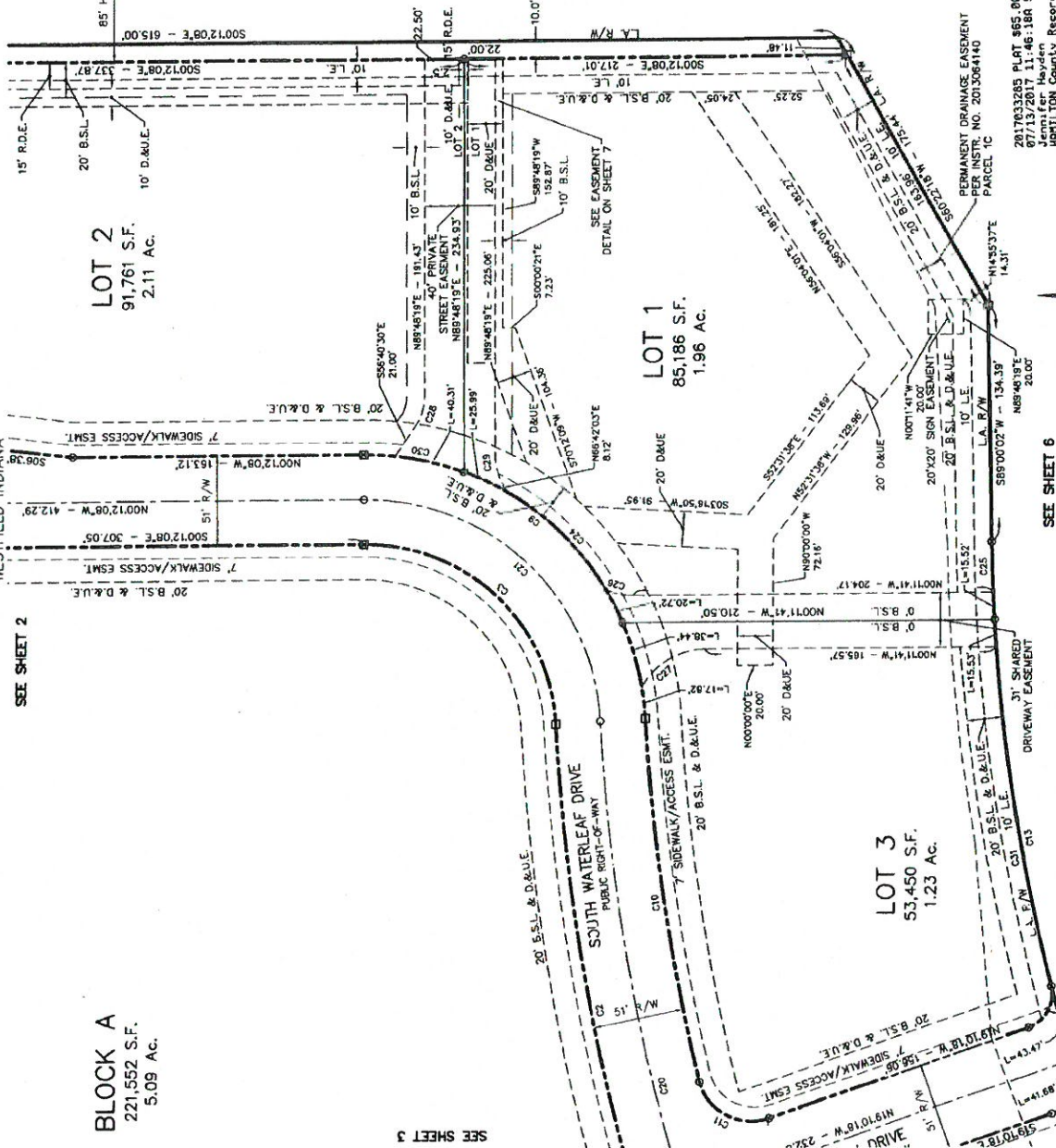
SEE SHEET 2

BLOCK A
221,552 S.F.
5.09 AC.

LOT 2
91,761 S.F.
2.11 AC.

LOT 1
85,186 S.F.
1.96 AC.

LOT 3
53,450 S.F.
1.23 AC.



LEGEND
 L.A. R/W
 D.A.U.E.
 D.E.
 D.U.E.
 B.S.L.
 R.O.E.
 3" IN DIA. REBAR W/2" CAP STAMPED
 *STRUCTUREPOINT - 2X94" SET FLUSH
 4"x4"x30" CONCRETE W/CUT 2"x SET FLUSH

PREPARED BY/LAND SURVEYOR:
 MICHAEL J. SMITH
 AMERICAN STRUCTUREPOINT, INC.
 12965 OLD MERIDIAN STREET
 CARMEL, IN 46032
 317-547-5560

OWNER/SUBDIVIDER:
 FARRIDGE DEVELOPMENT, LLC
 12965 OLD MERIDIAN STREET
 CARMEL, IN 46032
 JR. FARMER HARMONY, LLC
 12965 OLD MERIDIAN STREET
 CARMEL, IN 46032

RECORDED IN
 JENNIFER HAYES
 COUNTY RECORDER IN
 HAMILTON COUNTY, INDIANA
 PER INSTR. NO. 2013064140
 PARCEL 1C

201703285 PLAT \$65.00
 07/13/2017 11:46:18 9 PGS
 JENNIFER HAYES
 COUNTY RECORDER IN
 HAMILTON COUNTY, INDIANA
 PER INSTR. NO. 2013064140
 PARCEL 1C

STRUCTUREPOINT
 AMERICAN
 7260 SHADELAND STATION
 INDIANAPOLIS, IN 46256-3857
 TEL 317.547.5560 FAX 317.543.0270
 www.structurepoint.com

SHEET 4 of 9

PART OF SECTION 16, TOWNSHIP 18 NORTH, RANGE 3 EAST,
WASHINGTON TOWNSHIP, HAMILTON COUNTY, IN
WESTFIELD INDIANA

KEY MAP
not to scale



SHEET 5 of 9

7260 SHADELAND STATION
INDIANAPOLIS, IN 46256-3957
TEL 317 547 5580 FAX 317 543 0270
www.structurepoint.com

PC5 Side Deck
AMERICAN
STRUCTUREPOINT
INC.

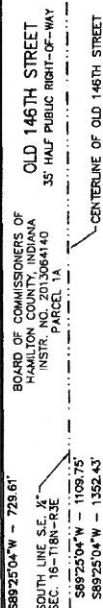
PREPARED BY LAND SURVEYOR:
MICHAEL J. SMITH
AMERICAN STRUCTUREPOINT, INC.
7250 SHADEN STATION
INDIANAPOLIS, IN 46256
317-547-5580

REGISTERED ACCESS RIGHT-OF-WAY PER
DIST. NO. 2013064740
RAINAGE AND UTILITY EASEMENT
RAINAGE EASEMENT
REGULATED DRAINAGE EASEMENT
RAINAGE, UTILITY & LANDSCAPE EASEMENT
UNLINED SETBACK LINE
1/2" IN. DIA. REBAR W/CAP STAMPED
STRUCTURE REPORT - 0094" SET FLUSH

NOTE:
SEE SHEET 7 FOR CURVE TABLE.

PART OF SECTION 16, TOWNSHIP 18 NORTH, RANGE 3 EAST,
WASHINGTON TOWNSHIP, HAMILTON COUNTY, IN
WESTFIELD INDIANA

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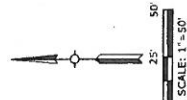


Dr. S. S. S. S. S.

SHEET 6 of 9

7260 SHADELAND STATION
INDIANAPOLIS, IN 46256-3957
TEL 317 547 5580 FAX 317 543 0270
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STRUCTUREPOINT



OWNER/SUBDIVIDER:
FARMRIDGE DEVELOPMENT, LLC
 22965 OLD MERIDIAN STREET
 CARMEL, IN 46032

PREPARED BY/LAND SURVEYOR:
MICHAEL J. SMITH
AMERICAN STRUCTUREPOINT, INC.
7260 SHADELAND STATION
INDIANAPOLIS, IN 46256
317-547-5580

LEGEND

L.A. R/W	LIMITED ACCESS RIGHT-OF-WAY PER INSTR. NO. 2013084140
D.&E.	DRAINAGE AND UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
R.D.E.	REGULATED DRAINAGE EASEMENT
D.&L.E.	DRAINAGE, UTILITY & LANDSCAPE EASEMENT
B.S.L.	BUILDING SETBACK LINE
○	* IN DIA. REBAR W/ CAP STAMPED STRUCTUREPOINT - 0094 SET FLUSH

NOTE:
SEE SHEET 7 FOR CURVE TABLE.

STRUCTURE POINT 1 = 0.94 SET FLUSH
4"x4"x30" CONCRETE W/CLT "+" SET FLUSH

PART OF SECTION 16, TOWNSHIP 18 NORTH, RANGE 3 EAST,
WASHINGTON TOWNSHIP, HAMILTON COUNTY, IN
WESTFIELD INDIANA

2017033285 PLAT \$65.00
07/13/2017 11:46:18A 9 PGS
Jennifer Hayden
HAMILTON County Recorder IN
Recorded as Presented

2011年12月31日

A part of the Southeast Quarter and Southeast Quarter of Section 16, Township 18 North, Range 3 East of the Second Principal Meridian, in Washington Township, Hamilton County, Indiana, more particularly described as follows:

[illegible][illegible]

SCALE: 1"=500'

N89°21'22"E - 1354.74'

N.W. CORNER S.E. X. SEC. 16-T18N-R3E
MAG NAIL w/ WASHER
STAMPED "SCHNEIDER FIRM
#0001" FOUND

N.E. CORNER S.E. X. SEC. 16-T18N-R3E
MAG NAIL w/ WASHER
STAMPED "SCHNEIDER FIRM
#0001" FOUND

S.W. CORNER S.E. X. SEC. 16-T18N-R3E
MAG NAIL w/ WASHER
STAMPED "SCHNEIDER FIRM
#0001" FOUND

S.E. CORNER S.E. X. SEC. 16-T18N-R3E
HARRISON MONUMENT
FOUND

1316.38'

1354.74'

EASEMENT DETAIL
SCALE 1"=10'

10' D.A.U.E.

15' R.D.E.

22.00'

2.5'

1'

LOT 2

LOT 1

20' D.A.U.E.

CURVE TABLE					CHORD
CURVE	LENGTH	RADIUS	C-ORD	BEARING	
C1	232.75	718.50	S80° 08' 34"	231.74	
C2	330.03	1205.50	S78° 46' 20"	329.00	
C3	165.92	1028.50	S43° 12' 32"	158.50	
C4	47.60	30.00	S45° 36' 34"	42.76	
C5	69.59	340.00	N83° 31' 12"	69.47	
C6	8.58	115.00	N72° 31' 11"	8.57	
C7	44.92	115.00	N79° 55' 35"	44.63	
C8	46.85	30.00	S44° 20' 28"	42.09	
C9	243.20	160.50	N43° 2' 23"	220.59	
C10	209.35	1154.50	N41° 25' 13"	209.06	
C11	45.95	30.00	N28° 31' 37"	44.38	
C12	26.31	20.00	N61° 08' 58"	26.75	
C13	340.96	1075.00	S70° 54' 52"	339.53	
C14	300.26	925.00	S50° 07' 35"	286.94	
C15	31.18	20.00	S25° 25' 41"	28.12	
C16	47.07	30.00	S64° 37' 17"	42.39	
C17	249.23	770.50	S60° 09' 35"	248.14	
C18	240.52	745.00	N60° 10' 40"	239.48	
C19	48.21	1180.00	N72° 35' 58"	48.21	
C20	274.84	1180.00	N79° 56' 33"	274.22	
C21	204.56	135.00	N47° 12' 23"	185.54	
C22	283.38	925.00	N79° 54' 52"	292.15	
C23	348.95	1075.00	N60° 07' 39"	347.42	
C24	128.70	160.50	N43° 3' 33"	125.28	
C25	44.42	1075.00	S97° 49' 00"	44.42	
C26	15.36	39.50	N1° 56' 42"	15.26	
C27	43.11	39.50	N31° 27' 52"	41.01	
C28	17.55	30.00	S75° 26' 05"	17.30	
C29	13.91	34.50	N78° 15' 11"	13.82	
C30	58.19	160.50	S10° 11' 02"	57.87	
C31	211.37	1075.00	N60° 55' 58"	211.03	

UNLIMITED ACCESS RIGHT-OF-WAY PER INSTR. NO. 2013C64140 DRAINAGE AND UTILITY EASEMENT DRAINAGE EASEMENT REGULATED DRAINAGE EASEMENT DRAINAGE, UTILITY & LANDSCAPE EASEMENT BUILDING SETBACK LINE 5% IN. DIA. REBAR W/CAP STAMPED "STRUCTUREPOINT - 0094" SET FLUSH

PREPARED BY/LAND SURVEYOR:
MICHAEL J. SMITH
AMERICAN STRUCTUREPOINT, INC.
7260 SHADELAND STATION
INDIANAPOLIS, IN 46256
317-547-5580

OWNER/SUBDIVIDER:
FARMRIDGE DEVELOPMENT, LLC
12965 OLD MERIDIAN STREET

MR FARMER HARMONY LLC
12965 OLD MERIDIAN STREET
FARMER IN 46032

SHEET 7 of 9

7260 SHADELAND STATION
INDIANAPOLIS, IN 46256-3957
TEL 317.547.5580 FAX 317.543.0270
www.structurepoint.com



AMERICAN
STRUCTUREPOINT
INC.

NOTE:
SEE SHEET 7 FOR CURVE TABLE.

4"x4"x30" CONCRETE W/CUT "+" SET FLUSH

SECONDARY PLAT FOR HARMONY MIXED USE DISTRICT

PART OF SECTION 16, TOWNSHIP 18 NORTH, RANGE 3 EAST,
WASHINGTON TOWNSHIP, HAMILTON COUNTY, IN
WESTFIELD INDIANA

201703285 PLAT 955 08
2/17/2017 1:46:18A 9 PGS
Hamilton County Recorder IN
Recorded as Presented
RECORDED

pc 5 slide r06

DEED OF DEDICATION

We, the undersigned owners of the real estate shown and described herein, do hereby certify that we have laid off, planned and subdivided, and do hereby lay off, plat and subdivide, said real estate in accordance with the within plat.

This subdivision shall be known and designated as Harmony Mixed Use District, an addition to Westfield, Indiana. All public rights-of-way shown and not heretofore dedicated are hereby dedicated to the public.

Front and side yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

Easements and Covenants

The Owners expressly covenant and warrant on behalf of themselves and all future owners of the Lots and Block within this subdivision that the streets, driveways, sidewalks, landscaping, and signs not located within public right of way are private and that all maintenance, repairs, and replacement now and forever shall be undertaken at the expense of the Lot and Block owners in accordance with the terms and conditions set forth in the owners association bylaws and articles. No governmental entity has any duty or responsibility to maintain, repair, or replace any private street, driveway, sidewalk, landscaping, or sign not located within public right of way.

Private Street Easement

The Private Street Easement is hereby established and shown on this instrument, which shall be: (i) a non-exclusive, irrevocable, and perpetual easement appurtenant to the Lots and Block described in this subdivision and for the benefit of the Lots and Block described in this subdivision; and (ii) a perpetual and non-exclusive easement in favor of the Owners and their successors, assigns, or designees, including an owners association, for the maintenance, repair, and replacement of the Private Street Easement. The Private Street Easement, and all rights in and to the Private Street Easement, is declared, created, made, and reserved for the purposes of ingress and egress by vehicles and pedestrians. No obstruction shall be placed within the Private Street Easement.

The area shown on the plat as "Private Street Easement" shall be maintained as a private drive, and the undersigned owners, and their successors and assigns, hereby waive all rights to petition the City of Westfield to be responsible for the maintenance and ownership of such private street.

Shared Driveway Easement

The Shared Driveway Easement is hereby established and shown on this instrument, which shall be: (i) a non-exclusive, irrevocable, and perpetual easement appurtenant to Lots 1 and 3 described in this subdivision and for the benefit of Lots 1 and 3 described in this subdivision; and (ii) a perpetual and non-exclusive easement in favor of the Owners and their successors, assigns, or designees, including an owners association, for the maintenance, repair, and replacement of the Shared Driveway Easement. The Shared Driveway Easement, and all rights in and to the Shared Driveway Easement, is declared, created, made, and reserved for purposes of ingress and egress by vehicles and pedestrians to (and from) Waterleaf Drive from (and to) Lots 1 and 3. No obstruction shall be placed within the Shared Driveway Easement.

Sign Easement

The Sign Easement is hereby established and shown on this instrument, such area being referred to as the "Sign Easement Area." The Sign Easement shall be: (i) a non-exclusive, irrevocable, and perpetual easement appurtenant to the Lots and Block described in this subdivision and for the benefit of the Lots and Block described in this subdivision; and (ii) a perpetual and non-exclusive easement in favor of the Owners and their successors, assigns, or designees, including an owners association, for the use, maintenance, repair and replacement of the Sign Easement Area and to enter upon and across such portions of the Lots and Block of this subdivision as shall be necessary for such purposes. The Sign Easement, and all rights in and to the Sign Easement, is declared, created, made, and reserved for the purposes of: (i) installing, creating, and providing one or more signs (the "Signs") in the Sign Easement Area which identify and/or advertise the subdivision and comply with such signage standards and requirements pursuant to applicable laws, including, but not limited to, applicable zoning ordinances; (ii) including landscaping associated with the Signs; and (iii) further developing the subdivision. Unless otherwise provided for in this grant of Sign Easement, no obstruction shall be placed in front of the Signs. The Signs and associated landscaping shall not be altered, removed, or otherwise impaired in contradiction with the Sign Easement herein granted.

Sidewalk/Access Easements

Sidewalk/Access Easements are hereby established and shown on this instrument as "Sidewalk/Access Easement", which shall be: (i) non-exclusive, irrevocable, and perpetual easements appurtenant to the Lots and Block described in this subdivision and for the benefit of the Lots and Block described in this subdivision; and (ii) perpetual and non-exclusive easements in favor of the Owners and their successors, assigns, or designees, including an owners association, for the maintenance,

LEGEND

L.A. R/W LIMITED ACCESS RIGHT-OF-WAY PER INSTR. NO. 2013064140
D.A.E. DRAINAGE AND UTILITY EASEMENT
R.D.E. REGULATED DRAINAGE EASEMENT
D.U.A.E. DRAINAGE, UTILITY & LANDSCAPE EASEMENT
B.S.L. BUILDING SETBACK LINE
O 1/4 IN. DIA. REBAR W/2" CAP STAMPED STRUCTUREPOINT - 3034" SET FLUSH
D 4"x4"x30" CONCRETE W/CUT "x" SET FLUSH

OWNER/SUBDIVIDER:
MICHAEL J. SMITH
FARMHOUSE DEVELOPMENT, LLC
12965 OLD MERIDIAN STREET
CARMEL, IN 46032
PREPARED BY/LAND SURVEYOR:
MICHAEL J. SMITH
FARMHOUSE DEVELOPMENT, INC.
7260 SHADELAND STATION
INDIANAPOLIS, IN 46226
317-547-5580
JR. FARMER HARMONY LLC
12965 OLD MERIDIAN STREET
CARMEL, IN 46032

SHEET 8 of 9

7260 SHADELAND STATION
INDIANAPOLIS, IN 46226-3857
TEL 317.547.5580 FAX 317.543.0270
www.structurepointinc.com



SOURCE OF TITLE:
FARMHOUSE DEVELOPMENT, LLC
INSTR. NO.

JR. FARMER HARMONY LLC;
INSTR. NO. 2012027245
INSTR. NO. 2016050857

SECONDARY PLAT FOR HARMONY MIXED USE DISTRICT

PART OF SECTION 16, TOWNSHIP 18 NORTH, RANGE 3 EAST,
WASHINGTON TOWNSHIP, HAMILTON COUNTY, IN
WESTFIELD INDIANA

FARMRIDGE DEVELOPMENT, LLC

By: _____

Printed Name _____

STATE OF INDIANA)
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared

_____, as owner of FARMRIDGE DEVELOPMENT, LLC and acknowledged the

execution of the foregoing

Secondary Plat for and on behalf of said entity. Witness my hand and Notarial Seal this _____ day of

_____, 2017

My Commission Expires: _____

Residing in _____
County, Indiana

Notary Public

Printed Name _____

JR FARMER HARMONY LLC

By: _____

Printed Name _____

STATE OF INDIANA)
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared

_____, as owner of JR FARMER HARMONY LLC and acknowledged the

execution of the foregoing Secondary Plat for and on behalf of said entity. Witness my hand and Notarial

Seal this _____ day of _____, 2017.

My Commission Expires: _____

Residing in _____
County, Indiana

Notary Public

Printed Name _____

I affirm, under penalties for perjury, that I have taken
reasonable care to read each page of this document, and I understand the contents of this document, unless required by law.
- Michael J. Smith

LEGEND:
LIMITED ACCESS RIGHT-OF-WAY PER
INSTR. NO. 2017-0000000000
DRAINAGE AND UTILITY EASEMENT
DRAINAGE EASEMENT
REGULATED DRAINAGE EASEMENT
DRAINAGE UTILITY & LANDSCAPE EASEMENT
BUILDING SETBACK
3/4" IN. DIA. REBAR W/CAP STAMPED
"STRUCTUREPOINT - 6084" SET FLUSH
4" x 4" x 30" CONCRETE W/OUT "x" SET FLUSH

PREPARED BY/LAND SURVEYOR:
MICHAEL J. SMITH
AMERICAN STRUCTUREPOINT, INC.
7280 SHADELAND STATION
INDIANAPOLIS, IN 46256
317-547-5580

OWNER/SPONSOR:
FARMRIDGE DEVELOPMENT, LLC
12965 OLD MERIDIAN STREET
CARMEL, IN 46032
JR FARMER HARMONY LLC
12965 OLD MERIDIAN STREET
CARMEL, IN 46032

NOTE:
SEE SHEET 7 FOR CURVE TABLE.

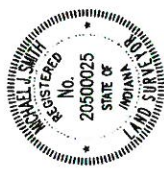
REGISTERED LAND SURVEYORS CERTIFICATE

I, Michael J. Smith, hereby certify that I am a Registered Land Surveyor, licensed in compliance with the laws of the State of Indiana.

The size of the lots and blocks and widths of the streets and easements are shown in figures denoting feet and decimal parts thereof.

The subdivision consists of Lots 1 through 7, inclusive, Block A, Common Areas 1 and 2 and streets and easements as shown herein.

The boundary lines for this plat are based on the Retractionment Survey by American Structurepoint, Inc. recorded April 26, 2017 as Instrument No. 2017018114 in the Office of the Hamilton County Recorder. This Retractionment Survey is in conformity with 865 IAC 1-1.2.



Michael J. Smith
LS20500025
Date: 4-18-2017

Monumentation Note

The monuments on the perimeter of the subdivision have been set prior to the recording of this plat. Some of the interior monuments may not have been set due to the probability that they will be disturbed during construction. An affidavit, cross-referenced to this plat, will be recorded after the interior monumentation has been completed, no later than two years after the recording of this plat.

Plan Commission Certificate

Under authority provided by I.C. 36-7, enacted by the general assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the City Council of the City of Westfield, Hamilton County, Indiana, this plat was given approval by the Westfield-Washington Township Advisory Plan Commission, as follows:

Approved by the Director of the Economic and Community Development Department of the City of Westfield, Hamilton County, Indiana, pursuant to the Westfield-Washington Township Unified Development Ordinance, on the 16th day of July, 2017.

Westfield-Washington Township Plan Commission

By: _____

Matthew S. Skelton, Esq., Director
Economic and Community Development Department

Board of Public Works and Safety Certificate

This plat and the acceptance of any public rights-of-way dedicated herein is hereby approved on the 16th day of July, 2017, by the Director of the Public Works Department of the City of Westfield, Indiana, on behalf of the Board of Public Works and Safety, pursuant to Resolution 15-120 enacted by the Board of Public Works and Safety on August 26, 2015 and Article 7-(B) of the Unified Development Ordinance.

_____ J. Kelly Edlar, Director
Public Works Department

AMERICAN
STRUCTUREPOINT INC.
7280 SHADELAND STATION
INDIANAPOLIS, IN 46256-9857
TEL 317 547 5580 FAX 317 543 0270
www.structurepoint.com

SHEET 9 of 9

Exhibit B

Assessed Road Impact Fee

ROAD IMPACT FEE ESTIMATE

Estimate Request #: 20-RIFA-09

Assessment Date: 8/10/2020

Calculations Performed by: John Nail / Caleb Ernest

(I.C. 36-7-4-1321 and City Ordinance No. 12-13)

**Property Information:**

Property Description: Kiddie Academy

Parcel: 08-09-16-00-05-002.000

Address: Northwest corner of 146th Street and Ditch Road, Westfield, IN

Applicant:

Name: The Woodmont Land Company

Address: 2100 W 7th Street Ft. Worth, TX 76107

Development Information:

Existing: non-developed lot

Zoning: General Business

Proposed:

10,759 square feet - daycare with 9,909 sft playground

30 employees

185 children

Road Impact Fee Calculation:

In accordance with I.C. 36-7-4-1321 and the City's adopted impact fee ordinance, road impact fees are calculated based on the number of twenty-four-hour trips taken from the latest version of the *Trip Generation Manual*, a study published by the Institute of Transportation Engineers (the following were developed based on the guidelines set forth in the 10th Edition).

Land Use Code: Day Care Center (565)

Independent Variable: 1,000 Sq. Ft

Weighted Trip Average: 47.62 per 1,000 Sq. Ft (average weekday 24-hour trip rate)

Trips:

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

Pass-by Trips:

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

Redevelopment:

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

Calculation:

	Sq. Ft	Variable		Trip Average		
Trips:	10,759	/ 1,000	x	47.62	=	512.34 24-hour trips
Pass-by Trips:				Average pass-by trip percentage:	0%	pass-by trip reduction % (destination land use)
						0.00 pass-by trips
Credits:				No structure demolition is proposed		0.00 structure demolition credits
				Total net trips:		512.34 24-hour trips

Road Impact Fee: \$ 317 per trip (effective 01/01/2020 through 12/31/2020)

Road Impact Fee Assessment:							Road Impact Fee Due:
24-hour trips	fee per trip		road impact fee	pass-by trip discount	redevelopment credits		
512.34	x \$ 317	= \$	162,413	- 0.00	- 0.00	=	\$ 162,413

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

ROAD IMPACT FEE CREDIT AGREEMENT

Corporate Warranty Deed Cross Reference: 2015064031

THIS DEVELOPMENT AGREEMENT is entered this ____ day of _____, 2020 (the “Agreement”), by and between the City of Westfield, Indiana, an incorporated municipality (“Westfield”), and Westfield Commercial Ventures, LLC, an Indiana limited liability corporation (“Developer”) (collectively, the “Parties”) to provide for the subdivision and development of real estate generally located on the NW Corner of SR 32 and Dartown Road (the “Development Project”).

WHEREAS, Developer has filed with Westfield a Planned Unit Development for the development of the Legends Crossing PUD project (the “Project”) on the real estate more particularly described in the attached **Exhibit A** (the “Real Estate”); and

WHEREAS, Developer agrees to construct the Project and certain improvements to be dedicated to Westfield, subject to the terms of this Agreement, in exchange for certain road impact fee credits from Westfield; and

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

1. **Dedication of Rights-of-way.** Upon completion of construction by Developer, and at no cost to Westfield, Developer shall dedicate to Westfield the following rights-of-way, each as shown and identified on **Exhibit B** attached hereto, and as collectively hereinafter referred to as the “ROW Dedications”:
 - a. Dartown Road right-of-way: a fifty foot (50’) one-half right-of-way measured from the center line of Dartown Road on the west side, per City of Westfield’s current Thoroughfare Plan, as shown and identified on **Exhibit B** as the “Dartown ROW”.
 - b. The thirty-foot (30’) trail corridor on the north side of SR 32 in accordance with the SR 32 zoning overlay, as shown and identified on **Exhibit B** as the “Trail Corridor ROW”.
 - c. The 68’ wide corridor for the future Tournament Trail right-of-way in accordance with the SR 32 zoning overlay, as shown and identified on **Exhibit B** as the “Tournament Trail ROW”.

The ROW Dedications shall be subject to Westfield’s review and approval, which approval shall not be unreasonably withheld. Individual ROW Dedications shall be made at the time a secondary plat and development plan is recorded for land adjacent to a right-of-way and shall be done in phases, as hereinafter set forth.

2. **Developer Commitments.** Developer shall, at the Developer's sole expense, design and construct the public infrastructure related to the Legends Crossing PUD Project, including Tournament Trail Drive and road improvements to Dartown Road and SR 32, including the associated streets, sidewalks, trail corridor, and pathways as illustrated in **Exhibit B** (collectively, the "Commitments") in substantial compliance with Westfield's standards and procedures. Westfield hereby acknowledges that the Commitments shall be constructed in two (2) phases, shown on **Exhibit B** as "Phase I" and "Phase II" and hereinafter referred to as "Phase I" and "Phase II", and Developer shall be entitled to the "RIF Credits" (hereinafter defined) regardless of whether its expenditures are made during Phase I or Phase II.
 - a. The design of the Commitments shall be in compliance with Westfield's Construction Standards, Thoroughfare Plan and be ADA compliant. Before any request for bids by Developer, Developer shall obtain Westfield's written approval and acceptance of the design and costs of construction. Westfield's approval and acceptance shall not be unreasonably withheld. Construction of the Commitments by the Developer shall be subject to any applicable permits, financial guarantees and inspections by Westfield.
3. **Credits.** Developer shall receive road impact fee credits ("RIF Credits") in the amount equal to the costs and expenses incurred strictly for construction of the Commitments (with the exception of costs and expenses incurred to make road improvements to Dartown Road and SR 32, for which Developer shall not be entitled to RIF Credits), as estimated in **Exhibit C** ("Cost Estimate"), which RIF Credits shall be earned at the time of "Completion" of Phase I and Phase II, respectively. For purposes of this Section 3, "Completion" of Phase I or Phase II of the Commitments shall be deemed to have occurred on the date Developer or any tenant, lessee, purchaser, or assignee of Purchaser, or any other user of any portion of the Project, first receives its permits to commence construction of any building within the "Phase I Property" or "Phase II Property" (as such real estate is identified on Exhibit B), whichever is applicable. Any RIF Credits earned by Developer shall be paid to Developer within fourteen (14) days of the date Westfield receives payment of road impact fees from any such person.

If, upon the Completion of Phase I or Phase II of the Commitments, (a) the Cost Estimate is less than the cost to fully satisfy the Commitments, Westfield shall issue Developer an additional RIF Credit in the amount of the difference between the cost to satisfy the Commitments and the Cost Estimate; or (b) if the Cost Estimate is more than cost to satisfy the Commitments, the RIF Credit shall be reduced to an amount equal to the difference between the Cost Estimate and the cost to satisfy the Commitments; provided, however, the City shall have the right to review any such costs incurred by Developer in excess of the Cost Estimate and shall approve for payment all such excess costs which are reasonably incurred to fully satisfy the Commitments. The obligation to pay road impact fees for development within the Project shall be deferred until the Commitments have been installed and approved by the City of Westfield. No RIF Credits shall be granted to the Developer beyond the total amount of road impact fees generated by the Project.

4. **Project Phasing.** It is anticipated that the Project will be constructed in two phases. **Exhibit B** illustrates the assumed phasing of the project. Developer shall receive RIF Credits, upon Completion, in the amount equal to the costs and expenses strictly for construction of the Commitments for the given phase. RIF Credits received shall not exceed road impact fees generated at any time during the given phase.
5. Any notice, statement, demand, or other communication required or permitted to be given, rendered or made shall be addressed as indicated below:

If to City of Westfield:

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

With a Copy to:

Krieg DeVault
Attn: Brian J. Zaiger
12800 N. Meridian Street, Suite 300
Carmel, IN 46032

If to Developer:

Westfield Commercial Ventures, LLC
Attn: Andrew Molnar
P.O. Box 11067
Pittsburgh, PA 15237

With a Copy to:

Cathy Ann Chromulak
CHROMULAK & ASSOCIATES,
L.L.C.
Box 577
Meadow Lands, PA 15347

If by Overnight Delivery or Personal
Delivery:

Westfield Commercial Ventures, LLC
ATTN: Andrew Molnar
1120 Perry Highway
Pittsburgh, PA 15237

And:

Steven M. Pecar
9135 N. Meridian St., Suite B-4
Indianapolis, IN 46260

Each party represents that it has the authority to enter into this Agreement binding each party. Executed the date and year first above written.

**City of Westfield, Indiana (“Westfield”)
Hamilton County, Indiana**

By: _____
J. Andrew Cook, Member
Board of Public Works and Safety

Date: _____

By: _____
Jim Ake, Member
Board of Public Works and Safety

Date: _____

By: _____
Randell Graham, Member
Board of Public Works and Safety

Date: _____

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

SIGNATURE OF NOTARY PUBLIC

State of _____, County of _____, SS:
Subscribed and Sworn before me this ____ day of _____, 20__.
Printed Name of Notary Public _____
My Commission Expires _____

[ADDITIONAL SIGNATURE PAGES AND NOTARY FOLLOWS]

WESTFIELD COMMERCIAL VENTURES, LLC (“Developer”)

By: _____
Andrew Molnar – Managing Member

Date: _____

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

SIGNATURE OF NOTARY PUBLIC

State of _____, County of _____, SS:

Subscribed and Sworn before me this ____ day of _____, 20__.

Printed Name of Notary Public _____

My Commission Expires _____

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

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

EXHIBIT A
REAL ESTATE

The Real Estate generally depicted on Exhibit B as Phase I Property and Phase II Property.

Legal to be attached.

EXHIBIT B
ADDITIONAL COMMITMENTS

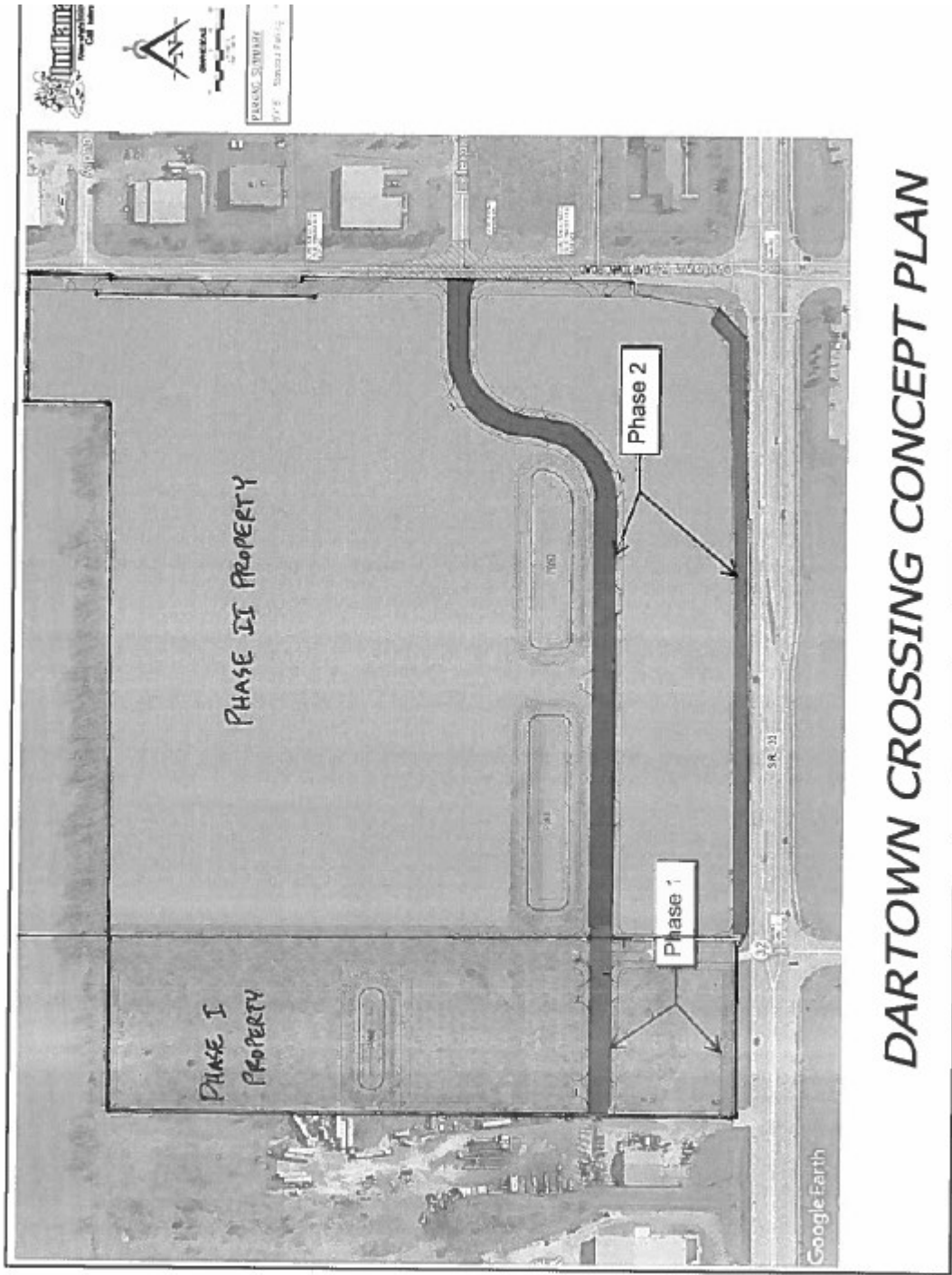


EXHIBIT C **COST ESTIMATE**

Legends Crossing Phase 1 Tournament Trail						
	ITEM		QNTY	UNIT	UNIT PRICE	AMOUNT
	A. Earthwork					
1	Mass Grading		4393	CY	\$4.38	\$ 19,221
2	Clearing		1	Isam	\$8,775	\$ 8,775
3	Strip Topsoil		14540	SF	\$1.30	\$ 18,902
4	Import Soils		1555		\$12.50	\$ 19,438
5	Fine Grade Roads		1602	SY	\$2.34	\$ 3,748
					Subtotal	\$ 70,083
	A. Storm Sewer					
2	STORM SEWER, RCP, CL IV, 36"		206	L.F.	\$64.80	\$13,348.80
3	STORM SEWER, RCP, CL IV, 12"		100	L.F.	\$42.00	\$4,200.00
4	STORM SEWER, RCP, CL IV, 42"		101	L.F.	\$81.60	\$8,241.60
5	STORM SEWER, 6" PVC SDR 26, UD			L.F.	\$33.60	\$0.00
6	Curb Underdrains		750	L.F.	\$21.08	\$15,809.84
7	INLET, TYPE A		4	EACH	\$4,260.00	\$17,040.00
8	CATCH BASIN, TYPE A		3	EACH	\$3,240.00	\$9,720.00
9	MANHOLE, TYPE C		4	EACH	\$5,640.00	\$22,560.00
10	Aqua Swirl AS-8 (25% of total)		1	EACH	\$8,400.00	\$8,400.00
11	TRENCH BACKFILL		407	L.F.	\$18.60	\$7,570.20
					Subtotal	\$108,890.44
	B. Onsite Road					
1	18" #53 INDOT Stone		1,555	S.Y.	\$18.72	\$29,109.60
2	3.5" INDOT HMA		1,555	S.Y.	\$14.33	\$22,287.04
3	2.5" INDOT HMA		1,555	S.Y.	\$11.99	\$18,648.34
4	1.5" INDOT HMA Surface		1,555	SY	\$9.36	\$14,554.80
5	6" PCC BARRIER CURB			L.F.	\$23.40	\$0.00
6	Curb		859	lf	\$23.60	\$20,272.40
7	PAVEMENT MARKINGS/Signage		1	EACH	\$2,749.50	\$2,749.50
8	Sidewalks		2,545	sf	\$8.19	\$20,843.55
					Subtotal	\$128,486.23
	D. SOIL EROSION AND SEDIMENT CONTROL					
1	STABILIZED ENTRANCE		1	EA.	\$2,300.00	\$2,300.00
2	SILT FENCING		975	L.F.	\$3.45	\$3,363.75
3	Pond		7,657	CY	\$5.18	\$39,622.91
3	OUTLET PROTECTION		5	EACH	\$1,380.00	\$6,900.00
4	INLET EROSION CONTROL		5	EACH	\$460.00	\$2,300.00
5	SEEDING		1,815.0	S.Y.	\$1.30	\$2,359.50
6	CONCRETE WASHOUT AREA		1.0	EACH	\$2,950.00	\$2,950.00
					Subtotal	\$58,786.16
					TOTAL =	\$365,235.31
	Tournament Trail Phase 2	Per Linear Foot	\$1,113.62			
	Phase 2 Linear Feet	1425	\$1,113.62			\$1,588,788
	Phase 2 Asphalt Path	1318	\$68.60			\$77,103



August 26, 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:

- Platinum Properties Management Company, LLC, Lancaster, Section 7, Bond #3152017, \$103,671.70, Road & Street Paving – 186th Street ROW (ROW Subgrade, Stabilization, ROW Path & Roadway Paving)
- Platinum Properties Management Company, LLC, Lancaster, Section 7, Bond #3152016, \$25,810.40, Erosion Control
- Lennar Homes of Indiana, Inc., Coventry, Section 4, Bond #SU1166702, \$51,277.00, Storm Sewer & Subsurface Drain
- Lennar Homes of Indiana, Inc., Coventry, Section 4, Bond #024246421, \$8,535.00, Asphalt Trail
- Lennar Homes of Indiana, Inc., Coventry, Section 4, Bond #024246422, \$8,640.00, Common Area Sidewalks
- Lennar Homes of Indiana, Inc., Coventry, Section 4, Bond #SU1166701, \$38,792.00, Concrete Curb
- Lennar Homes of Indiana, Inc., Coventry, Section 4, Bond #SU1166700, \$253,010.00, Asphalt-Local Street
- Lennar Homes of Indiana, Inc., Westgate, Section 2, Bond #024246475, \$65,319.35, Erosion Control
- Lennar Homes of Indiana, Inc., Westgate, Section 2, Bond #024246476, \$147,303.51, Right of Way Improvements
- Lennar Homes of Indiana, Inc., Westgate, Section 2, Bond #024246477, \$17,308.68, Construction Entrance, Staging Area
- M/I Homes of Indiana, Scofield Farms, Section 5, Bond #SUR0060701, \$5,611.32, Lime Stabilization of ROW
- M/I Homes of Indiana, Scofield Farms, Section 5, Bond #SUR0060697, \$147,799.30, ROW Improvements
- M/I Homes of Indiana, Scofield Farms, Section 5, Bond #SUR0060699, \$72,594.50, Erosion Control
- M/I Homes of Indiana, Scofield Farms, Section 5, Bond #SUR0060700, \$5,500.00, Construction Drive & Concrete Washout
- M/I Homes of Indiana, Scofield Farms, Section 3, Bond #SUR0060698, \$59,731.67, Erosion Control
- M/I Homes of Indiana, Scofield Farms, Section 3, Bond #SUR0060696, \$51,222.60, ROW Path
- Design & Construction, JJK Investments II, LLC, Bond #LSM1405058, \$15,563.00, Erosion Control & ROW
- Elevated Commercial Construction, Kiddie Academy-Waterleaf Drive (Carmel/Westfield), Bond #268014087, \$69,254.00, Erosion Control, ROW Improvements, & Stormwater
- Lindley Run Development, Lindley Run, Section 1, Bond #LICX1196016, \$1,714,994.99, Streets, Curbs, & Storm Sewer
- Lindley Run Development, Lindley Run, Section 1, Bond #LICX1196015, \$154,614.46, Sidewalks & Trails
- Pulte Homes of Indiana, Legacy Oaks, Sections 1A & 1B, Bond #30106583, \$531,124.55, Local Streets/Paths
- Pulte Homes of Indiana, Legacy Oaks, Sections 1A & 1B, Bond #30106582, \$50,892.05, Concrete Curb

- Pulte Homes of Indiana, Legacy Oaks, Sections 1A & 1B, Bond #30106581, \$381,960.15, Storm Sewer
- Pulte Homes of Indiana, Legacy Oaks, Sections 1A & 1B, Bond #30106580, \$52,525.00, Common Area Sidewalks

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:

- Davis Building Group, LLC, Setters Manor, Bond #SU1162722, \$108,708.60, Storm Sewer
- Davis Building Group, LLC, Setters Manor, Bond #SU1162723, \$25,602.50, Common Area Sidewalks
- Indiana Reclamation & Excavation, Sleepy Hollow Drainage Improvement, Bond #106563466, \$541,024.38
- Kelley Construction, Inc., Texas Roadhouse, Bond #82C230189, \$179,327.00, Streets, Curbs, Storm Sewer, Sidewalk, & Erosion Control
- Millennium Contractors, LLC, Community First Bank, Bond #30052378, \$66,000.00, Storm Sewer & Erosion Control

Maintenance Bond Acceptance

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

- Conco Curbs & Paving, LLC, Emory Trace, Section 1, Bond #B3253015, \$3,841.20, Concrete Curbs
- Conco Curbs & Paving, LLC, Emory Trace, Section 1, Bond #B3253016, \$449.00, Concrete Walks & CA Ramps
- D&R Excavating, Inc. d/b/a Earth Resources, Emory Trace, Section 1, Bond #INC61425, \$31,982.40, Storm Sewer
- E&B Paving, LLC, Emory Trace, Section 1, Bond #30107573, \$16,626.40, Asphalt Paving-Local Streets (Stone, Binder, Surface)
- Davis Building Group, LLC, Setters Manor, Bond #SU1162735, \$13,090.00, Storm Sewer
- Davis Building Group, LLC, Setters Manor, Bond #SU1162736, \$2,327.50, Sidewalks
- Davis Building Group, LLC, Setters Manor, Bond #SU1162738, \$1,032.00, Concrete Curb
- Davis Building Group, LLC, Setters Manor, Bond #SU1162737, \$1,511.07, Erosion Control
- E&B Paving, LLC, Setters Manor, Bond #30107581, \$4,332.45, Asphalt Pavement
- Shelton Cove Development, LLC, Shelton Cove, Section 3, Bond #LICX1195986, \$42,417.53, Storm Sewer Infrastructure, Curb & Roadway, & Common Sidewalks
- Shelton Cove Development, LLC, Shelton Cove, Section 1, Bond #LICX1195989, \$3,752.80, 186TH Street Passing Blister
- Delello & Sons Asphalt Paving, Inc., Shady Nook Section 2C, Bond #7664018, \$10,537.00, Streets
- Delello & Sons Asphalt Paving, Inc., Shady Nook Section 2C, Bond #7664020, \$6,018.09, R/W Improvements
- Sitecrete, LLC, Lakes at Shady Nook, 2C, Bond #30103697, \$3,026.50, Curbs & Common Area Sidewalks
- Langston Residential Development, Shady Nook 2C, Bond #LICX1196020, \$13,841.00, Storm Sewers & SSD
- Delello & Sons Asphalt Paving, Inc., Shady Nook Section 2C, Bond #7664019, \$4,023.80, Pathway
- Langston Residential Development, Shady Nook 2C, Bond #LICX1196019, \$8,473.00, Erosion Control
- Millennium Contractors, LLC, Community First Bank, Bond #30110296, \$6,000.00, Storm Sewer & Erosion Control

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:

- MREC EH Harmony Westfield, LLC, Bond #SUR60001221 \$1,249.60, Erosion Control
- MREC EH Harmony Westfield, LLC, Bond #SUR60001234 \$4,347.00, Storm Maintenance
- Harvey Construction Company, Derby Ridge, Section 2, Bond #601109559, \$31,916.50, Storm Sewers & Subsurface Drains
- E&B Paving, Derby Ridge, Section 2, Bond #929638476, \$12,403.92, Stone Base, Asphalt Binder, Asphalt Surface, Asphalt Path, Curbs
- Grand Communities, Derby Ridge, Section 2, Bond #CMS0293603, \$3,038.08, Erosion Control
- Platinum Properties Management Company, LLC, Springmill Park, Section 1 & 2, Bond #2982027, \$11,633.00, Erosion Control
- Harding Group, Inc., Springmill Park, Section 1, Bond #B1233521, \$5,248.40, Improvement: Streets (Surface)
- M&C Concrete, Inc., Springmill Park, Section 2, Bond & Rider #B1231727, \$2,830.60, Concrete Curbs & Walks
- Harding Group, Inc., Springmill Park, Section 2, Bond #B1233522, \$6,653.70, Improvement: Streets (Stone Base, Binder & Surface)
- Weihe Construction, Springmill Park, Section 2, Bond #929638453, \$7,047.30, Storm Sewer & 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:

- NONE

Cash In Lieu/Development Agreement

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

- Good Oil Company, Inc., Good To Go, \$9,784.00, Check #2094, Storm Sewer & Erosion Control