



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda_02_27_2019

Wednesday, February 27, 2019 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, February 27, 2019 at 01:00 PM

MEETING PLACE: Westfield Public Works- Large Conference Room

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

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Action Item #1:

Approval of January 23, 2019 Meeting Minutes

Documents: [January, 2019 Minutes](#)

Bid Approval

Construction Standards & Specifications Changes

Proposals

Action Item #2:

32/31 Totem: Design/Engineering Proposal

Documents: [SR 32 US 31 Gateway Design](#)

Memorandum of Understanding (MOU)

Action Item #3:

City of Westfield & Wheeler Landing I, LLC

Documents: [Wheeler Landing I Memorandum of Understanding](#)

Contracts/Agreements

Action Item #4:

Westgate - Park Impact Fee Credit Agreement

Documents: [Westgate - Credit Agreement - Final](#)

Action Item #5:

Grand Junction Plaza Design Modification & Update

Documents: [Land Collective Prime Agreement](#)

Action Item #6:

WSP USA Inc. Agreement; Amendment No. 1

Documents: [Professional Service Agreement, Amendment No. 1 Task Order No. 17](#)

Action Item #7:

Joint Use Maintenance Agreement - SR 32 & Oak Ridge Road

Documents: [SR 32 & Oak Ridge Rd Joint Use Maintenance Agreement](#)

Action Item #8:

Cardno Mitigation Monitoring Supplemental Agreement - Grand Junction Plaza

Documents: [Grand Junction Plaza - Supplemental Agreement](#)

Consent Agenda

WPD - Approval to Hire Applicant with Conditional Offer of Employment

WPD - Approval to Promote an Officer to the Rank of Sergeant

WPD - K9 Transfer of Ownership Letter

Documents: [K9 Ownership Letter](#)

February Bond Information

Documents: [February Bond Information](#)

Department Reports

Fire

Documents: [WFD January Report](#)

Police

Documents: [WPD January Report](#)

Public Works

City of Westfield

**Westfield Towers
Design Proposal**

prepared by



01.25.19

5349 West 86th Street / Indianapolis, Indiana 46268

Signworks, Inc. (the “Design-Builder”) is pleased to submit the following proposal to the City of Westfield (the “Client”) to provide gateway placemaking design services.

A / Scope of Work:

The Client is seeking a comprehensive placemaking solution for the “Westfield Towers” Gateway Entrance. Design-Builder shall perform all design services, and provide all material, equipment, tools and labor, necessary to complete the Design Work described in and reasonably inferable from the Contract Documents. Actual fabrication, construction, and installation are not included in this Agreement. The Design-Builder shall supervise and direct the Work, using the Design-Builder’s best skill and attention. The Design-Builder shall be responsible for, and have control over, construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract Documents, unless the Contract Documents give other specific instructions concerning these matters.

Pre-Design Services

- Existing Site Documentation: Review site survey and the existing drawings provided by the Client. Obtain files of all existing documents.

Conceptual Design Development

- Develop conceptual designs for the following elements:
Tower Gateway Structures using Fabricated Aluminum and Steel, Illuminated Structure
- Color Rendered Conceptual Drawings with one round of revisions.

Preliminary Schematic Design & Budgeting

- Prepare preliminary site plan and elevations, that incorporate the design criteria as determined during the conceptual phase. Documents prepared will be similar to what would be necessary to submit for preliminary architectural approval, but does not include Geotechnical, Structural, or Electrical Engineering.
- Concepts and Drawings will be developed such that a projected project budget and plan can be provided to Client.

Project Completion Services

- Upon completion of the above stated Pre-Design Services, Conceptual Design Development, and Preliminary Schematic Design, that will assist in determining the final Project Scope, the final services scope will be developed and this agreement will be updated with an addendum. The remaining project scope will include the complete Schematic Design, Design Development, Construction Documents, and Construction Administration Services. Upon completion of the Construction Documents, an amendment will be added to this agreement that will include the final fabrication, construction, and installation for the project including any additional elements, such as guardrail, landscaping, or electrical work.

B / Contract Documents:

The Contract Documents are comprised of the following:

1. All written modifications, amendments, and change orders to this Agreement.
2. This Agreement, including all exhibits and attachments.

The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed above. The Contract Documents form the entire agreement between Client and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties, except as specifically stated in the Contract Documents.

C / Design Submittal:

Minor Drawing Revisions are included. Renderings submitted with this proposal are artist's conceptions and are subject to change with final proof, drawings or engineering. All sizes noted on the provided art are nominal sizes and actual final size may differ from what is suggested due to final design, engineering, requirements, install location or manufacturing constraints. The Design-Builder makes no warranty, express or implied, as the Project conforming to any other rendering or example, other than that which is shown on the approved Drawings. The Services shall include the selection and specifications for materials and construction details as described in the Proposal. Design-Builder will provide Engineering Services as described within this Agreement. Design requests will be limited to the design phases outlined in Section "A". One Coordination meeting with INDOT is included. If work performed at the Client's request or direction, or coordination, with the Client, the Client's architect or engineer exceeds the estimated Scope of Work, including any additional meetings or calculation requests, the Client will be responsible for additional time at the standard hourly rate plus any reimbursable costs. Additional fees will be charged for revisions requiring a new conceptual direction or changes to the Scope of Work.

D / Client Responsibilities:

Client acknowledges that Client shall be responsible for performing the following in a reasonable and timely manner:

- (a) Coordination of any decision-making with parties other than the Design-Builder. Communication of administrative or operational decisions if they affect the design or production of Deliverables, and coordination of required public approvals and meetings;
- (b) Client to provide Design-Builder all existing collateral, logo, fonts, and art files for the Project and requested by the Design-Builder. Provision of accurate and complete information and materials requested by Design-Builder such as, by way of example, not limitation, site plans including the line Civil line work for placing the structures, building plans and elevations, utility locations, color/material samples and all applicable codes, rules and regulation information;
- (c) Final proofreading and written approval of all project documents including, by way of example, not limitation, artwork, message schedules, sign location plans and design drawings before their release for fabrication or installation. In the event that, Client has approved work

containing errors or omissions, such as, by way of example, not limitation, typographic errors or misspellings, Client shall incur the cost of correcting such errors; and

(d) The Client shall obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the Work. The Client shall cooperate with the Design-Builder and secure all permits and license and shall arrange for the documentation, permissions, licensing and implementation of all electrical, structural, mechanical, or life safety elements needed to support, house or power signage; coordination of installation with other supporting trades.

(e) If the Client observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Contract Documents, the Client shall give prompt notice thereof to the Design-Builder.

(f) The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Design-Builder harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors, or omissions and those of the Client's contractors, subcontractors, agents, or for anyone for whom the Client is legally liable, and arising from the Work that is the subject of this Agreement.

E / Promotions:

Design-Builder retains the right to reproduce, publish and display the Deliverables in Design-Builder's portfolios and websites, and in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses. Either party, subject to the other's reasonable approval, may describe its role in relation to the Project and, if applicable, the services provided to the other party on its website and in other promotional materials, and, if not expressly objected to, include a link to the other party's website.

F / Confidentiality:

Each party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other party, ("Confidential Information"). Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the Proposal except as may be required by a court or governmental authority. Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, or is otherwise properly received from a third party without an obligation of confidentiality.

G / Contract Time:

The Work shall commence within five (5) days of Design-Builder's receipt of Client's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing. Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Client and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

H / Compliance:

Design-Builder shall use commercially reasonable efforts to ensure that all Final Deliverables shall be designed to comply with the applicable rules and regulations such as the Americans with Disabilities Act ("ADA"). However,

Design-Builder is not an expert and makes no representations or warranties in connection with compliance with such rules, codes or regulations. The compliance of the Final Deliverables with any such rule, codes or regulations shall be the responsibility of Client. Design-Builder shall use commercially reasonable efforts to ensure the suitability and conformance of the Final Deliverables.

I / Design-Builder Agents:

Design-Builder shall be permitted to engage and/or use third party Design-Builders or other service providers as independent contractors in connection with the Services ("Design Agents"). Notwithstanding, Design-Builder shall remain fully responsible for such Design Agents' compliance with the various terms and conditions of this Agreement.

J / License:

Upon Client's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant the Client a limited license to use the Work Product in connection with Client's occupancy of the Project, conditioned on Client's express understanding that its alteration of the Work Product with the involvement of the Design-Builder is at Client's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"). All drawings, specifications and other documents and electronic data furnished by Design-Builder to Client under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including the copyrights thereto. Design-Builder shall be deemed the author and owner of the respective instruments of service and shall retain all common law, statutory and other reserved rights. If Client uses the Work Product under any circumstances not permitted above, Client shall defend, indemnify and hold harmless the Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use of the Work Product.

K / Changes:

Design-Builder shall obtain or provide the Scope of Work and any services, as necessary or requested, beyond the Section A scope that are provided shall be deemed reimbursable expenses and considered a scope change. Client authorizes Design-Builder to obtain Geotechnical Engineering, including but not limited to, soils testing, borings, and soils reports, Civil Engineering, and Structural Engineering services on a time and material basis. Additional Reimbursable Expenses shall include, but not be limited to costs associated with filing fees, travel, reviews, printing, proofs, plotting, shipping, third party costs, and other expenses attributable to this project. Reimbursement of Expenses are in addition to project or the fee summary and will be billed to the Client at one and one tenth (1.10) times the total expense including administration and coordination. Standard hourly rates for Design-Builder personnel are billed at the rate of \$150.00 per hour. Any changes, including but not limited to changes in size, material, or final installation locations, limited working hours, secure access, traffic management, interruptions in work, site conditions, clearing, road restrictions, changes requested by the Client, or required for approval by INDOT or other authority, that are made to the proposed designs and graphics submitted may result in a change order. Such charges shall be in addition to all other amounts payable under the Agreement, despite any maximum budget, contract price or final price identified therein. Design-Builder may extend or modify any delivery schedule as may be required by such Changes.

L / Site Conditions:

The Design-Builder has undertaken no subsurface investigations regarding the soil conditions of the Project, and is not familiar with such conditions. Should the Design-Builder encounter any unforeseen subsurface conditions that would materially add to the cost of construction (such as rock, in-fills or unstable soil, an abnormally high water table, inadequate soil percolation, existing foundations and other constructs, utilities, or hazardous materials), the Design-Builder may suspend work, and shall promptly notify the Client. In the event that the Client has supplied a soil report to the Design-Builder, the Design-Builder shall have the right to rely on the information contained in the report, and shall incur no liability to the Client for damage to persons or property that may result from inaccurate or incomplete information. All such additional work will be billed as change orders. The Client shall be responsible for all costs necessary to correct undisclosed soil conditions, and for the cost of any resulting additional work that the Design-Builder undertakes. It is agreed that the Design-Builder shall have no liability for soil conditions, and the Design-Builder shall have no duty to conduct further testing.

M / Warranty:

The Design-Builder warrants to the Client that materials and equipment furnished under the Contract Documents will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except those inherent in the quality of the Work or otherwise expressly permitted by the Contract Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. Upon receipt of payment in full or as soon thereafter as possible, the Design-Builder shall turnover, assign to and pass through to the Client all warranties and guarantees, if any, given or made by manufacturers or suppliers of components and equipment installed in, or as part of, the Project. The Design-Builder shall have no further liability or responsibility for such components and equipment. Design-Builder explicitly disclaims any other warranties of any kind, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose or compliance with laws or government rules or regulations applicable to the Project. Upon receipt of payment in full or as soon thereafter as possible, the Design-Builder shall turnover, assign to and pass through to the Client all warranties and guarantees, if any, given or made by manufacturers or suppliers of components and equipment installed in, or as part of, the Work. The Design-Builder shall have no further liability or responsibility for such components and equipment.

N / Termination:

In the event of termination, Design-Builder shall be compensated for the Work performed through the date of termination in the sum of the amount of (a) any advance payment, (b) a prorated portion of the fees due, and (c) hourly fees for work performed by Design-Builder or Design-Builder's agents as of the date of termination; and Client shall pay all Expenses, fees, out of pockets together with any Additional Costs incurred through and up to, the date of cancellation. In the event of termination for convenience by Client, Client shall pay in addition to the above an early termination fee equal to 25% of the total project fee, and Client shall not have rights to use the Work except upon written consent from Design-Builder provided after such termination.

O / Compensation:

The Client will be responsible for compensating the Design-Builder for the Scope of Work provided, equal to Design-Builder's Fee, plus any allowances, including Qualifications and/or Exclusions, and any adjustments made in accordance with the Contract. The services provided under this Agreement will be billed progressively based upon work stored and/or completed as certified by the Design-Builder. A final application for payment of all unpaid portions of the Project and any additional stand-alone payments that are unpaid, to include but not limited to, any remaining change orders costs and unforeseen site condition expenses shall be due and payable, net 45 days, from completion as certified by the Design-Builder.

Design-Builders Fee shall be:

Thirty Eight Thousand Dollars (\$38,000.00) as defined and adjusted by this Agreement and the Contract Documents.

Design-Builder's Fee will be adjusted as follows for any changes in the Work: Any changes in the scope of work that are either initiated by the Client, or that are added as a result of scope changes beyond the control of the Design-Builder shall be added as a Change Order. Any reduction in scope, shall result in the cost of such reduction change credited back to the Client, via Standard Change Order Form.

P / Authorization:

Signworks, Inc. is hereby requested and authorized by the City of Westfield to provide the Placemaking Design and Execution Services as described above and as further detailed in any attachments to this Agreement including our standard terms and contract. This proposal is valid for thirty (30) days from the date of issue and may be amended or withdrawn by the Design-Builder if the Design-Builder has not received an executed acceptance by the Client in writing within that timeframe. All the foregoing is agreed to and authorized by:

Signworks, Inc.

Date

City of Westfield
Jeremy Lollar, Public Works Director

Date

**MEMORANDUM OF UNDERSTANDING REGARDING
AN ECONOMIC DEVELOPMENT AGREEMENT**

THIS MEMORANDUM OF UNDERSTANDING REGARDING ECONOMIC DEVELOPMENT AGREEMENT ("AGREEMENT"), dated as of January 29, 2019, is entered between the CITY OF WESTFIELD, INDIANA (the "City"), and Wheeler Landing I, LLC, or an affiliate or related entity thereof (the "Developer"), organized and existing under the laws of the State of Indiana (collectively, the "Parties").

The Developer has proposed to develop all or a portion of the real estate described on Exhibit A attached hereto (the "Project Site") which is located in the City of Westfield, Indiana (the "City") through the construction and development of the commercial, retail and residential project more particularly described in Exhibit B attached hereto (the "Project");

The City desires to induce the development of the Project by participating in the provision of certain infrastructure necessary to support the Project and substantially benefiting the City consisting of road improvements and other local public improvements located primarily within the boundaries of the Project Site, including but not limited to the:

- (i) design and construction of the extension of Oak Ridge Road to be renamed Grand Park Boulevard ("Renamed Grand Park Boulevard") to State Road 32 consistent with the design and configuration in Exhibit D, including the "T" intersection for the east/west road south of 186th Street connecting the existing Wheeler Road roundabout to Renamed Grand Park Boulevard;
- (ii) construction of the extension of Tournament Trail from Renamed Grand Park Boulevard to Wheeler Road;
- (iii) design and construction of a yet to be named east/west road connecting Wheeler Road to Renamed Grand Park Boulevard, such road being to the north of Tournament Trail and to the south of 181st;
- (iv) the cost of improvements to the existing signal and turn lanes at Wheeler Road and State Road 32;
- (v) the cost of the traffic signal at Wheeler Road and Tournament Trail;
- (vi) design, obtaining the regulatory approvals, and construction of storm water infrastructure to serve the Project, Public Improvements, and certain future needs of the City, including a regional storm water retention/detention pond, ((i) through (vi) are collectively, the "Public Improvements").

Upon completion of roads identified in items (i), (ii) and (iii) above to the standards of City, the Developer or Wheeler Farms, LLC (or its successors or assignees) ("Owners") will dedicate at no cost to the City, and the City will accept all of the right of way owned by Owners necessary for the items (i), (ii), and (iii) above. The Developer and City acknowledge the City will need to obtain additional right of way from parties other than the Owners at the City's sole

cost and expense for the construction of item (i) above prior to the construction of item (i) commencing.

Developer will construct items (i), (ii), (iii) and (vi) above.

The Developer will pay the initial cost associated with the Public Improvements, including but not limited to construction costs, design fees, professional fees (including engineer fees, attorney fees, construction management fees (which may be paid to an affiliate of Developer) and financial advisory fees), capitalized interest, financing fees (such as origination fees, commitment fees, title fees), and other expenses normal and commensurate with a project of this type (collectively "Improvement Costs").

The Improvement Costs exclusive of capitalized interest, if any, and costs of issuance of the Note (as hereinafter defined) shall not exceed \$5,994,133.00 without the prior written consent of both parties which consent shall not be unreasonably withheld, delayed or conditioned and the initial principal amount of the Note, including capitalized interest, if any, and costs of issuance of the Note, shall not exceed \$7,272,765.00 without the prior written consent of both parties which consent shall not be unreasonably withheld, delayed or conditioned. The parties anticipate the only circumstances that may cause the Improvement Costs to increase to be (i) adding additional improvements agreed upon by both parties, (ii) substandard soils existing within the construction area for the roads that in an aggregated total exceed one hundred linear feet of roadway or four feet in depth for any distance, (iii) an increase in the interest rate for the Developer Financing (as hereinafter defined) to greater than six percent (6%) or (iv) an incident of force majeure.

The City will construct items (iv) and (v) above, provided, however, upon completion of items (iv) and (v) above, the Developer will reimburse the City for the cost of items (iv) and (v) above from the Developer Financing, but in no event will that reimbursement exceed \$855,000.00.

The Developer shall establish the scope, timing, and budget/construction costs of the Public Improvements with the consultation of the City or the designated representative of the City. The Public Improvements will be constructed in accordance with the design standards of the City.

Except as stated below, all of the road impact fees generated from the Wheeler Landing Allocation Area (the "RIF") will be paid to Developer or credited against the outstanding principal balance of the Note until the Note has been paid in full.

With each detailed development plan, the Parties agree to enter into secondary road impact fee credit agreements ("RIF Credit") in exchange for the Project accommodating the City's plans for pedestrian and vehicular connectivity consistent with the City's Unified Development Ordinance and Thoroughfare Plan, as amended. Developer shall provide to the City a list of the proposed improvements (such as, by way of example: parks, plazas, other recreational facilities, pedestrian trail, bicycle infrastructure, and roads (which may include public ways). The City shall agree that all such improvement that comply with those improvements contemplated by City Ordinance 12-13 shall be subject to the RIF Credit ("RIF

Improvements"). Developer shall provide an itemized account (the "RIF Expense Itemization") of expenses to support the total cost for the construction of the Improvements including such supporting backup information as the City and the Commission may, in their sole discretion, request that shall be subject to the approval by the City or the Commission in their reasonable discretion. Within thirty (30) days of the latest to occur of (i) the completion of the RIF Improvements, (ii) receipt by the City and the Commission of the RIF Expense Itemization satisfactory to them in their sole discretion; and (iii) dedication of all right-of-way to be included in the Public Improvements, the City shall issue a RIF Credit to Developer in the amount of the actual costs of the RIF Improvements. All of the other RIF and park impact fees generated from the Wheeler Landing Allocation Area will be used to reimburse the Developer for the payment of the Improvement Costs until the Developer Financing has been paid in full.

The Project Site is currently located in the "Grand Junction Consolidated Economic Development Area". The City agrees to use its best efforts to take the necessary steps to remove a portion of the Project Site from the Grand Junction Consolidated Economic Development Area and create a separate allocation area consisting solely of that portion of the Project Site (the "Wheeler Landing Allocation Area") particularly described in Exhibit C.

The Developer will obtain private financing to pay the Improvement Costs ("Developer Financing"). This Agreement is contingent upon the Developer obtaining Developer Financing at terms and conditions deemed acceptable to the Developer and the City, such acceptance shall not be unreasonably withheld, delayed or conditioned. The maturity of the Developer Financing shall not be later than 25 years from the dated date of the Note (as defined below). The City shall, pursuant to IC 36-7-12-18 (the "EDC Statute"), use its best efforts to issue its note (the "Note") as consideration for the Improvement Costs which Note shall (1) mature not later than 25 years after the dated date of the Note, (2) be in an initial principal amount not to exceed \$7,272,765.00 except as provided for below, (3) bear a commercially reasonable per annum interest rate, maturity and amortization which shall mirror the terms of the Developer Financing, (4) be prepayable at any time in whole or in part without penalty, (5) first have any RIF credited against the outstanding principal balance of the Note at the time any such RIF become available and, after the application of such RIF, available TIF Revenues (as hereinafter defined) shall be paid to reduce the outstanding balance on the Note. The Note will be initially issued in a maximum principal amount equal to \$7,272,765.00. After completion of the construction of items the Public Improvements, the principal amount of the Note shall be reduced to be equal to the actual Improvement Costs. All of the RIF and Net TIF Revenues (as hereinafter defined) available on any date on which a payment is due on the Note shall be applied to payment of the Note for so long as the Note remains outstanding. The Developer shall provide the City with all documentation that the City deems to be necessary to determine the actual Improvement Costs. Such documentation shall be provided to the City on a monthly basis as the construction proceeds.

The tax increment generated from the Wheeler Landing Allocation Area (the "TIF Revenues") will be allocated for so long as the Note remains outstanding (1) first to payment or reimbursement to the ongoing expenses the RDC incurs directly related to the Project ("RDC Direct Costs") and (2) any TIF Revenues available after payment of the RDC Direct Costs (the "Net TIF Revenues") shall be applied to payment of the Note until the Note has been paid in full.

The RDC shall provide to the Developer all documentation the Developer deems reasonably necessary to confirm the actual RDC Direct Cost.

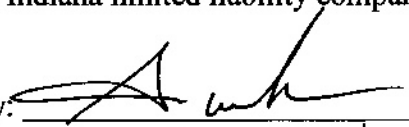
This agreement is contingent upon the City obtaining the necessary approvals to commit and pay the TIF Revenues and RIF.

So long as the Note remains outstanding, the City agrees that it will not pledge TIF Revenues or RIF to additional obligations of the City.

As noted above, this Memorandum of Understanding constitutes the parties understanding of negotiations between the parties. This Memorandum of Understanding may not be relied upon by any party as evidence of a binding agreement or commitment between the Developer and the City, and no legal rights and obligations between the parties shall be created or deemed to exist with respect to the payment of the Public Improvements until the parties have fully executed and delivered the agreement described above.

"DEVELOPER"

WHEELER LANDING I, LLC,
an Indiana limited liability company

By:  _____

Printed: ANDREW WHEELER

Title: MANAGING MEMBER

CITY OF WESTFIELD

By: Todd Burton

Printed: Todd Burton

Title: Chief of Staff

EXHIBIT A

*Project Site
Consists of only Areas I, II, and III*

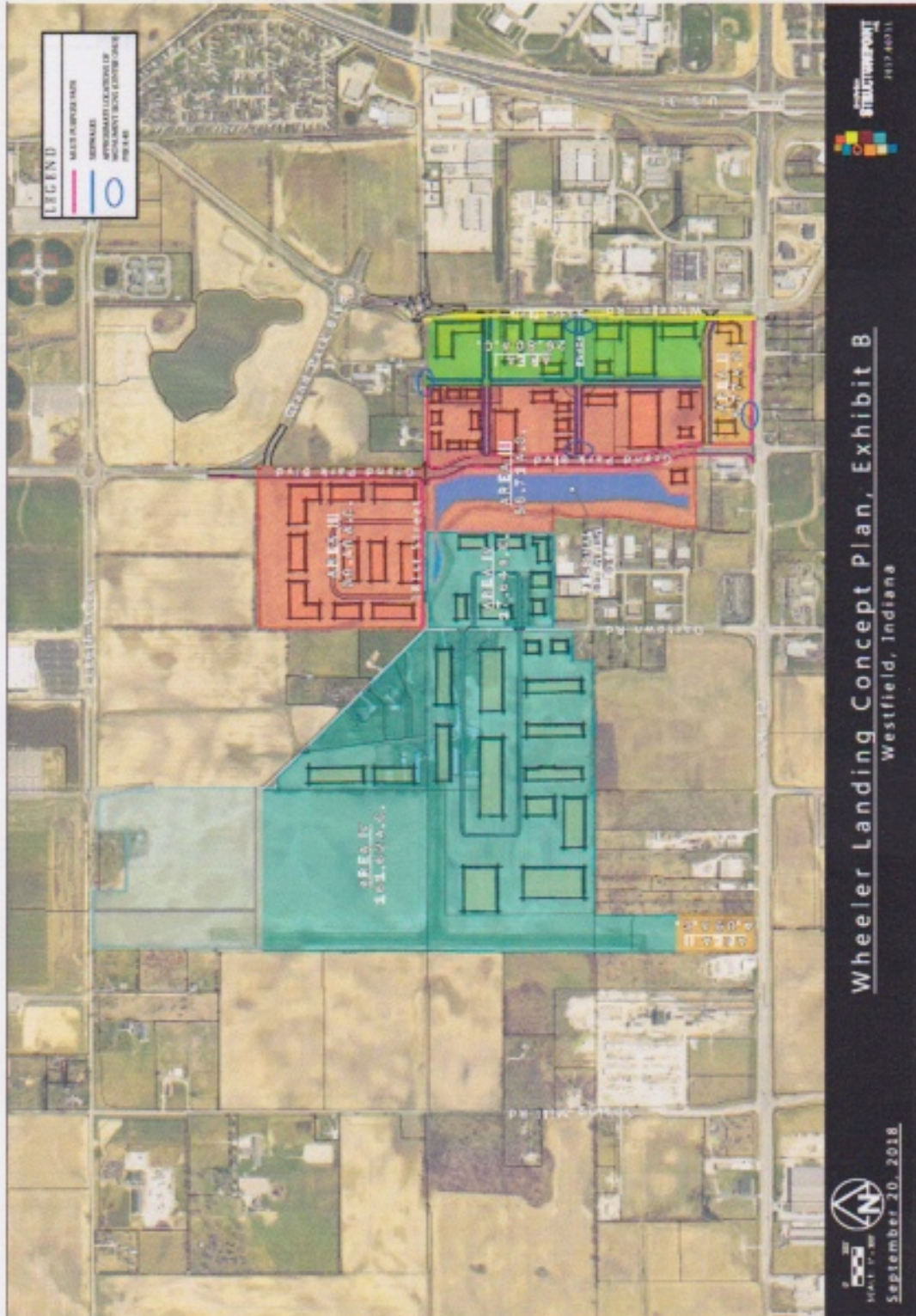


EXHIBIT B

Description of Project

WHEELER LANDING – NARRATIVE STATEMENT

Area I

Area one was created to focus on the district's adjacency to the Monon Trail. As a result, development within this area is focused on the pedestrian. Buildings and improvements within area one must address the Monon trail if adjacent and provide adequate pedestrian and bicycle infrastructure. Automobiles will be accommodated but not at the expense of the pedestrian. A mix of uses is encouraged to create a viable environment for retail amenities to thrive. Dense housing options, office space, retail and service uses are encouraged.

Area II

Area two is located north of and adjacent to SR 32, west of and adjacent to Wheeler Road, South of and adjacent to the future extension of Tournament Trail and east of and adjacent to Oak Ridge Road. Area two will reflect adjacent development patterns, creating out-lots for individual users and/or multiple in-line users. Area II is subject to the SR32 Overlay.

Area III

Area three represents the continuation of the mixed-use environment established in Area one with further integration of the automobile and the visitors who will undoubtedly be arriving by car. Area three enhances typical shopping centers with pedestrian interconnectivity and the potential for a mix of uses existing in close proximity to one another. A plaza or other community gathering area shall be integrated into the site design and would provide the primary opportunity for the pedestrian experience to transition from Area one to Area three. Dense housing options, office space, retail and services are encouraged.

EXHIBIT C
Wheeler Landing Allocation Area
 (Outlined in black)

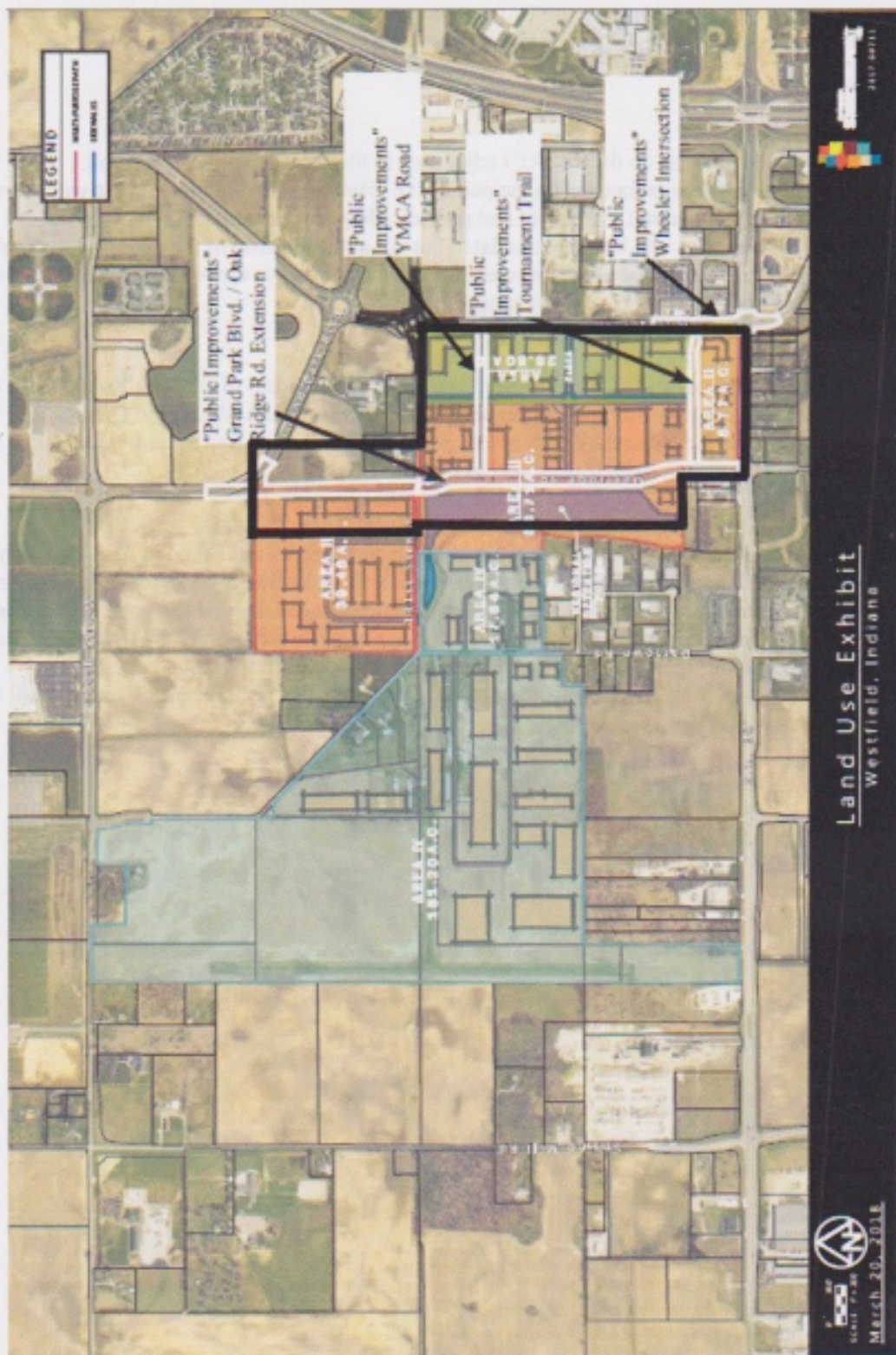
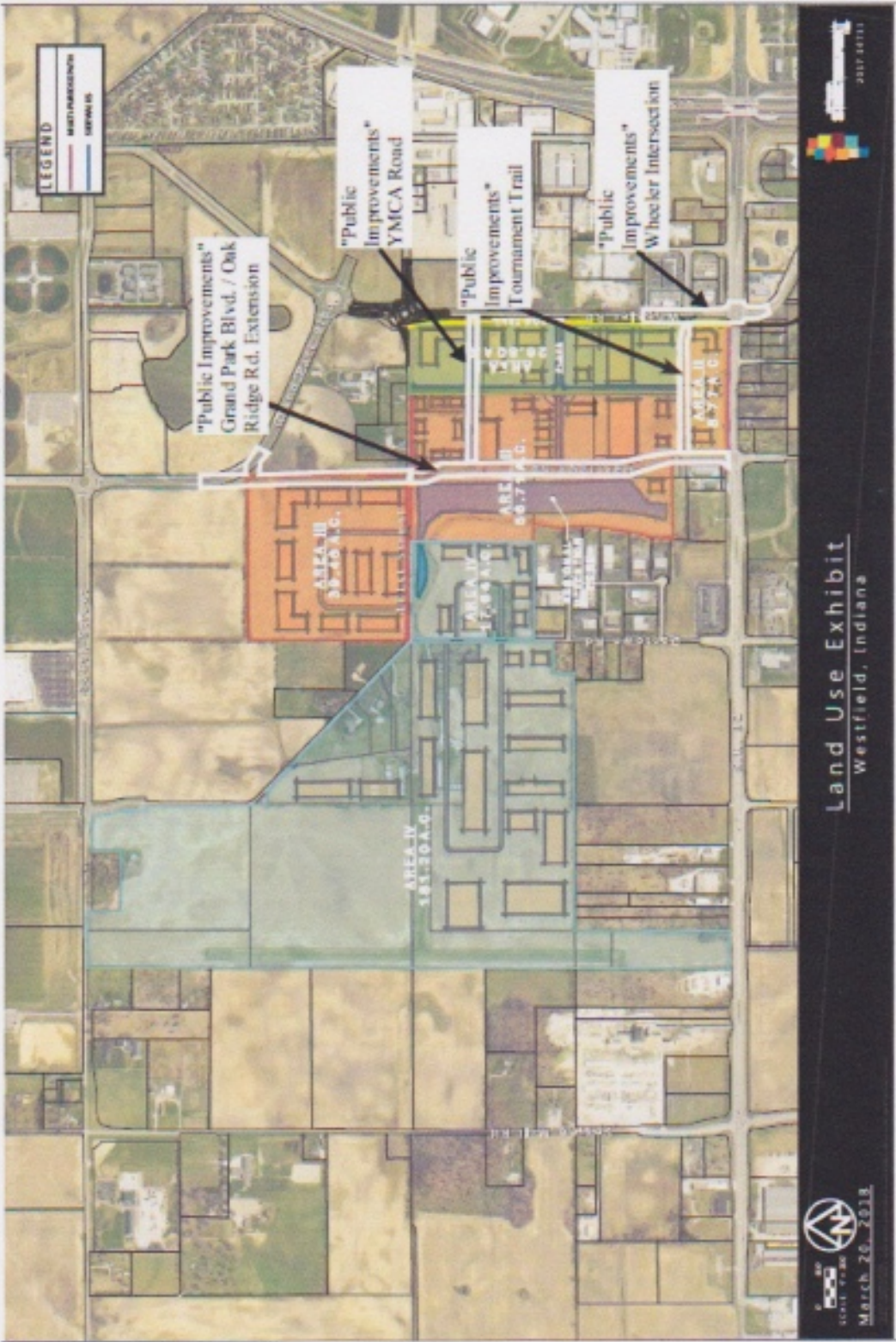


EXHIBIT D

Public Improvements
Description/Location of Public Improvements





Westfield Police Canine Ownership Transfer Agreement

This Agreement made and entered into on February 27, 2019, by and between the City of Westfield, Indiana, and Officer Jeffery Swiatkowski. The City agrees to transfer sole ownership, custody, and responsibility for K-9 Lopez to Officer Swiatkowski, on February 27, 2019. Officer Swiatkowski will accept sole ownership of K-9 Lopez without reimbursement or compensation, and the parties mutually agree to the following:

Acknowledgment of Training and Release of Liability

In accepting this transfer of K-9 Lopez, Officer Swiatkowski recognizes the animal has received training in police procedures and tactics. By acceptance of this animal Officer Swiatkowski agrees to hold harmless the City of Westfield, the Westfield Police Department, its officers, employees and agents from any and all liability whatsoever that might arise from acts engaged in by the forenamed canine resulting from his aforementioned training.

Officer Swiatkowski further agrees to waive any claims of liability against the City of Westfield and indemnify the Westfield Police Department, its officers, employees and agents that might arise because of his use and/or possession of K-9 Lopez. It is understood the City makes no representations concerning the health of the animal, which is transferred "as is" and Officer Swiatkowski assumes all responsibility for the condition, and all future care and acts of K-9 Lopez.

Chief Joel Rush

Ofc. Jeffery Swiatkowski

PROFESSIONAL SERVICES AGREEMENT

WSP USA Inc. Agreement No. 185360B Amendment No. 1 to Task Order No. 17

This Amendment No. 1 to Task Order No. 17 is made and entered into this 6th day of February 2019, by and between the City of Westfield, Indiana, with offices at 2706 East 171st Street, Westfield, IN 46074 (hereinafter called the "Client"), and WSP USA Inc. (formerly known as Parsons Brinckerhoff, Inc.) a New York corporation, with offices at 115 West Washington Street, Suite 1270S, Indianapolis, Indiana 46204 (hereinafter called "WSP").

WITNESSETH

WHEREAS, the parties entered into a Professional Services Agreement on February 11, 2014 (hereinafter called the "Agreement");

WHEREAS, the Client has determined the need for WSP to perform certain Services;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties do mutually agree as follows:

1. **Scope of Services**

WSP shall perform the Services and provide the deliverables as set forth below:

Right of Way Acquisition Services for the 161st Street/Springmill Road Roundabout Project with a total of **seven (7)** parcels. These services shall include: title research, right-of-way engineering, right-of-way management, appraising and buying services.

2. **Schedule**

WSP shall provide the Services stated above in accordance with the approximate original schedule set forth in Task Order No.17.

3. **Compensation**

The CLIENT shall compensate WSP for the performance of Services stated above, on a unit rate basis, based on the actual number of parcels managed and procured by WSP. The maximum not to exceed amount as set forth in the Task Order is increased by **TWENTY NINE THOUSAND SIX HUNDRED SEVENTY FIVE dollars (\$29,675.00)**, for a revised not to exceed amount of **SEVENTY ONE THOUSAND NINE HUNDRED SIXTY dollars (\$71,960.00)**.

PROFESSIONAL SERVICES AGREEMENT

Title	Unit Rate per parcel	# of parcels	Total Cost
Title Research – Permanent Taking	\$325	3	\$975
Title Research – Temporary Taking	\$150	4	\$600
Right-of-Way Engineering – Permanent Taking	\$3,200	4	\$12,800
Right-of-Way Engineering – Temporary Taking	\$2500	3	\$7,500
Right-of-Way Management	\$1,200	7	\$8,400
Appraisal – Value Finding	\$1,785	4	\$7,140
Appraisal – Residential Long Form	\$4,200	4	\$16,800
Appraisal – Short Form	\$2,625	2	\$5,250
Buying	\$1,785	7	\$12,495

*Note Per Code, two appraisals will be required for any parcel valued over \$25,000

4. Both parties agree that this Task Order No. 17 shall be made part of the Agreement between Client and WSP, and except as amended herein, all terms, covenants and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 1 to Task Order No. 17 has been executed by Client and WSP, effective from the day and year first written above.

CITY OF WESTFIELD

Jeremy Lollar, Public Works Director

WSP USA Inc.

Duane McKinney, Area Manager



**City of Westfield Fire Department
Board of Public Works & Safety Report
2019 January Report**

Contact: Fire Chief

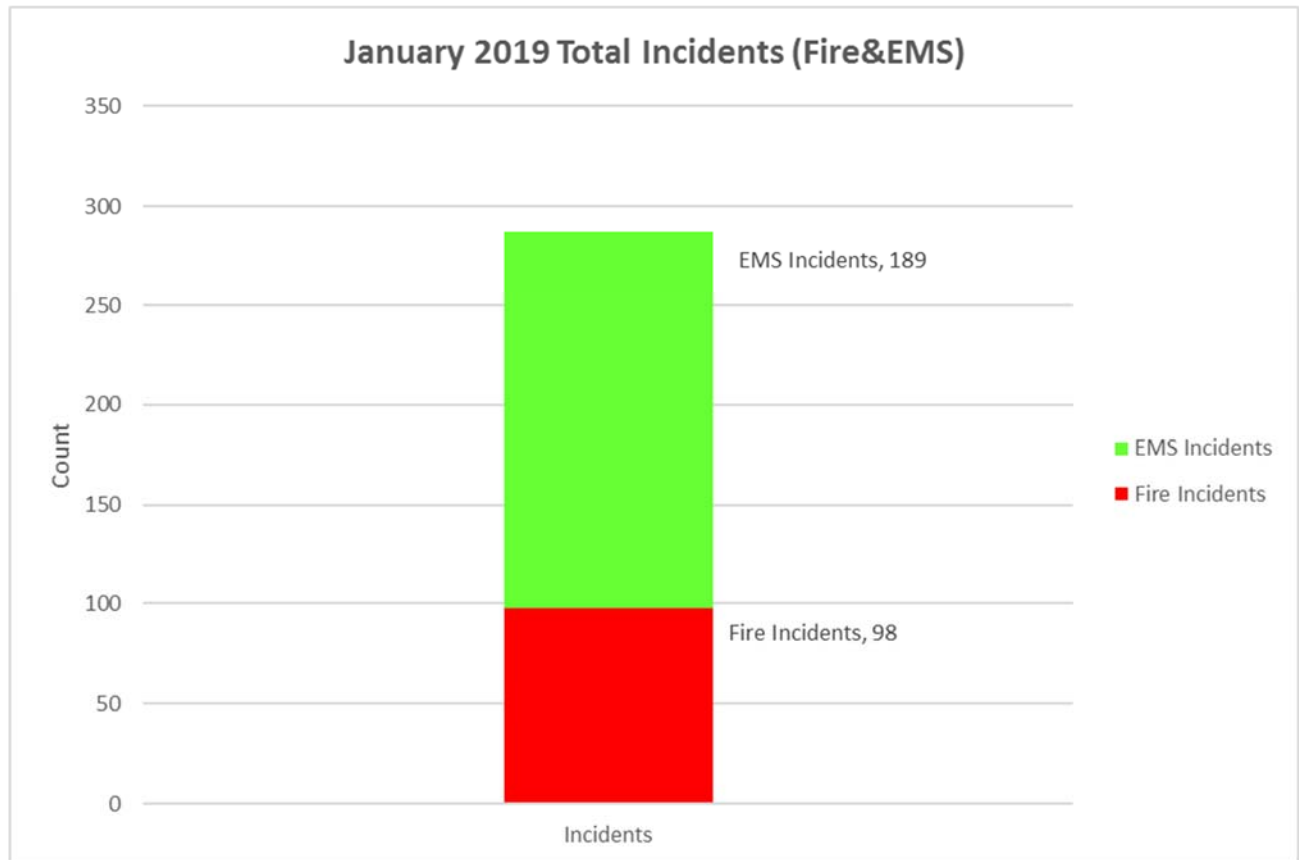
Marcus Reed

Or Nikki Hartman

804-3304



Westfield Fire Department 2019 January Incident Statistics



Incident Type	Incident Count	% of total Incider
Fire Incidents	98	34%
EMS Incidents	189	66%
Total Incidents	287	



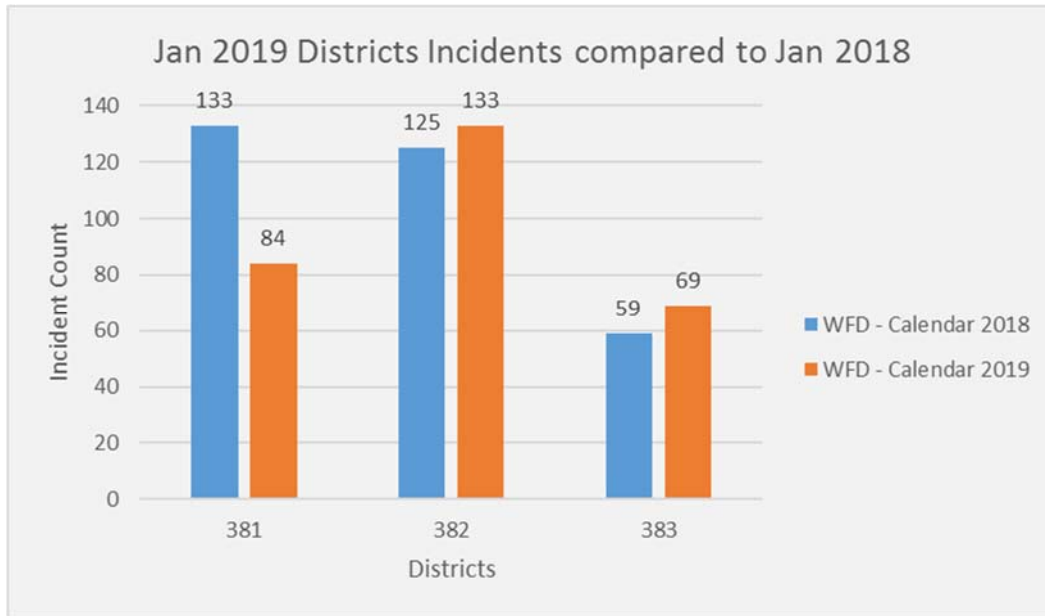
Westfield Fire Department 2019 January Incident Statistics



Property Loss	Total Pre-Incident Value	% of Property value saved
61500	725000	92%



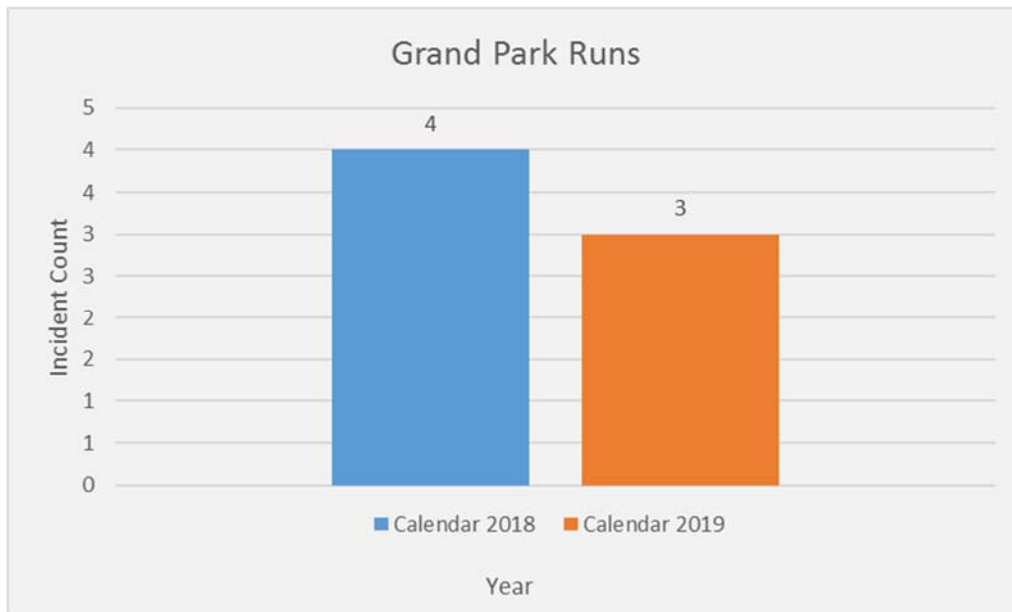
Westfield Fire Department 2019 January Incident Statistics



Districts	Jan-18	Jan-19	Increase/decrease	% increase/decrease
381	133	84	49	58%
382	125	133	-8	-6%
383	59	69	-10	-14%



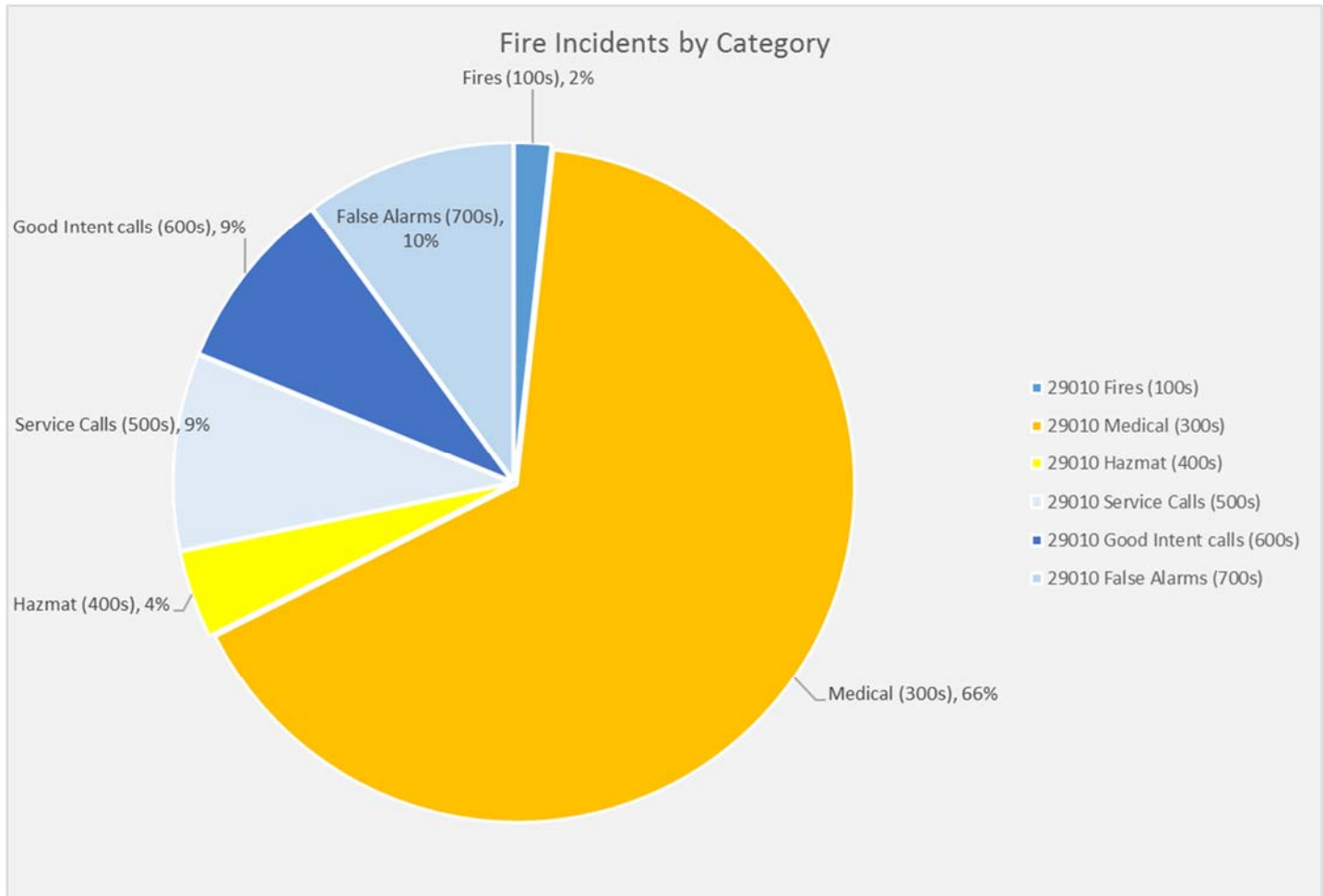
Westfield Fire Department 2019 January Incident Statistics



Jan 2019 Incident Calls	Jan 2018 Incident Calls	Increase/decrease	% increase/decrease
3	4	-1	-25%



Westfield Fire Department 2019 January Incident Statistics

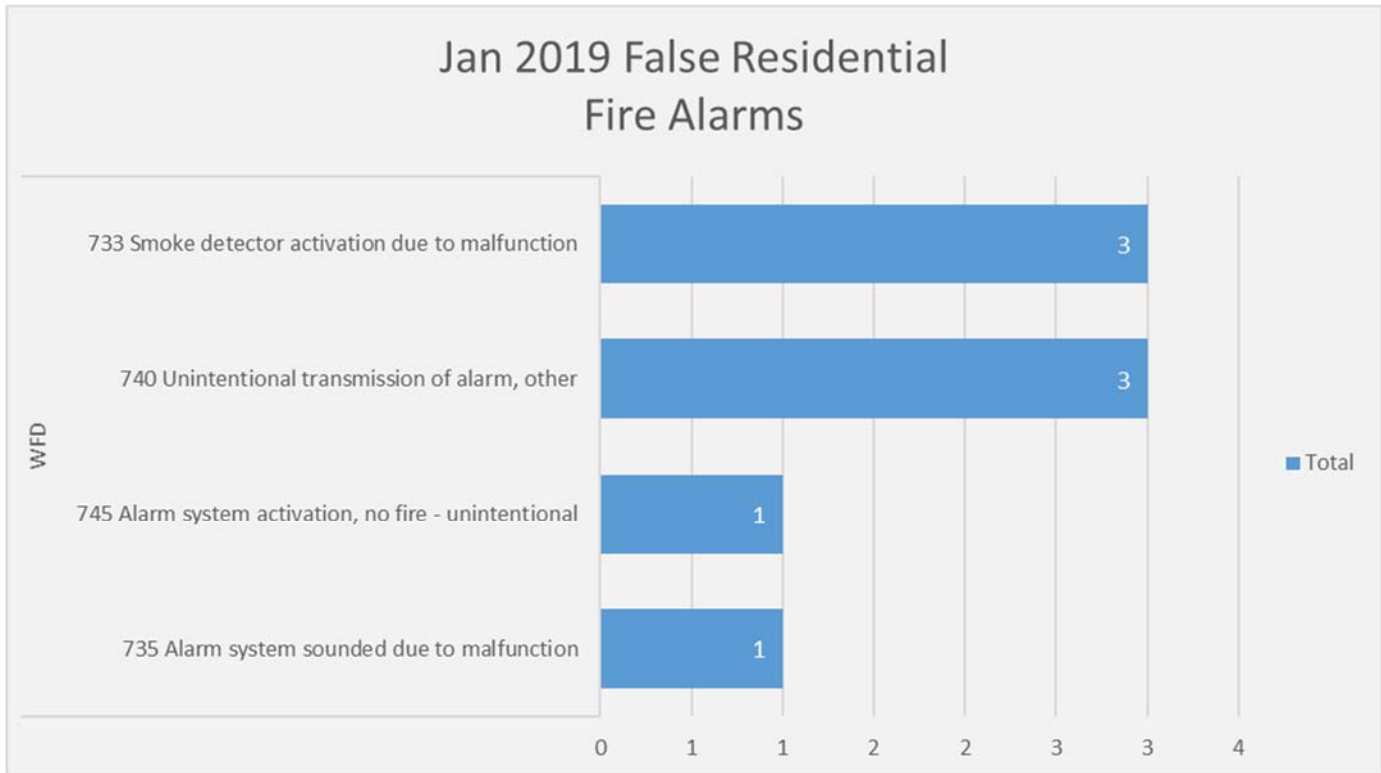


Call Type	Incident Count	% of total calls
Medical	189	65.85%
Good Intent	25	8.71%
Service Calls	27	9.41%
False Alarm	29	10.10%
Hazmat	12	4.18%
Fires	5	1.74%
Sever Weathers	0	0.00%
OverPressure	0	0.00%
Special Incident	0	0.00%
Total	287	



Westfield Fire Department 2019 January Incident Statistics

False Residential Fire Alarm Calls

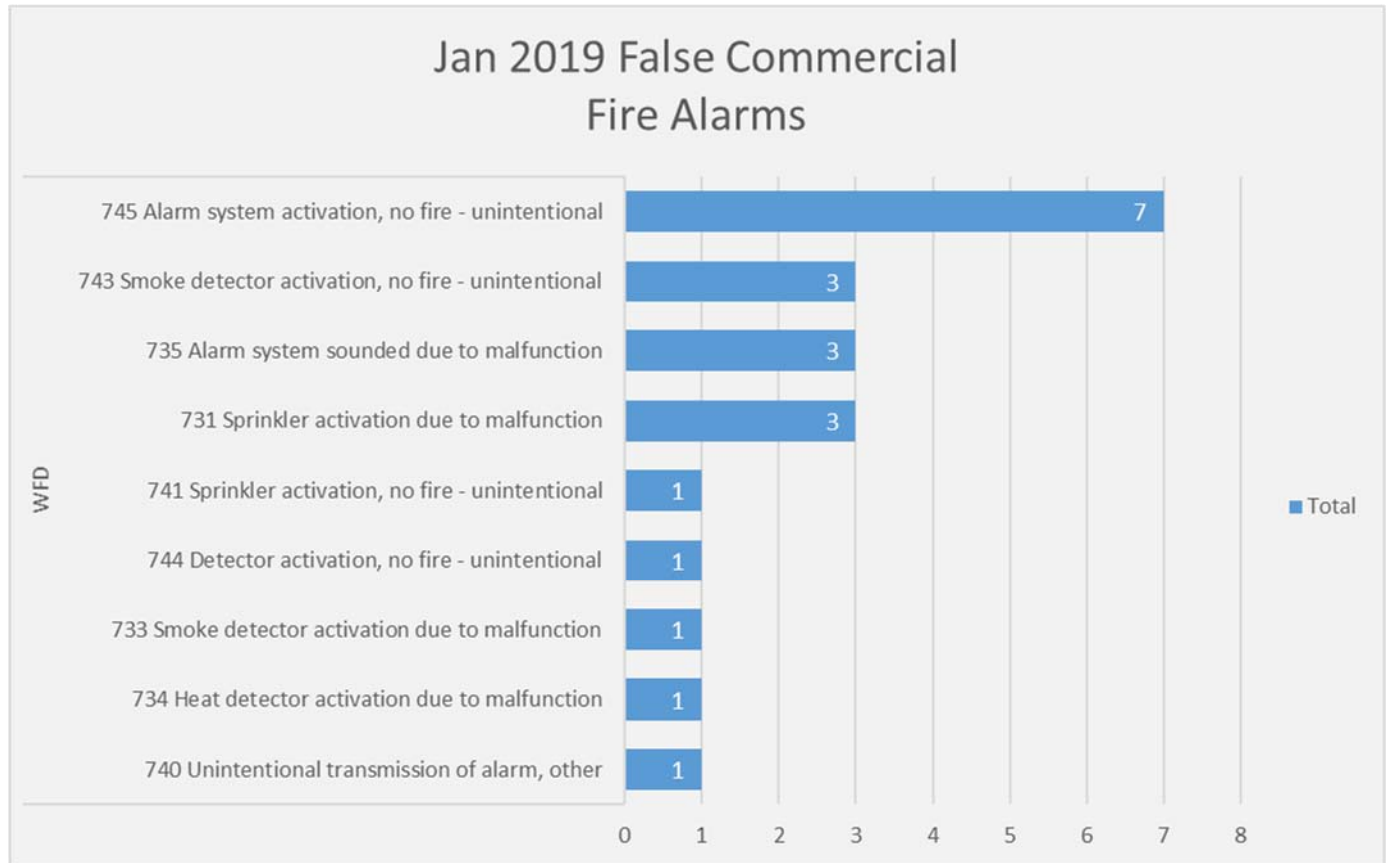


8 Residential Alarms



Westfield Fire Department 2019 January Incident Statistics

False Commercial Fire Alarm Calls

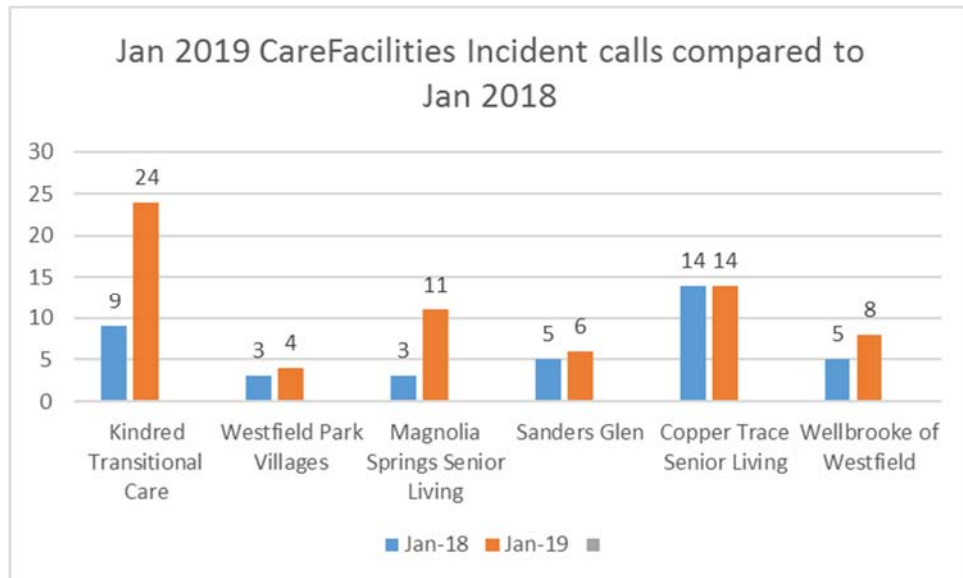


21 Commercial False Alarms

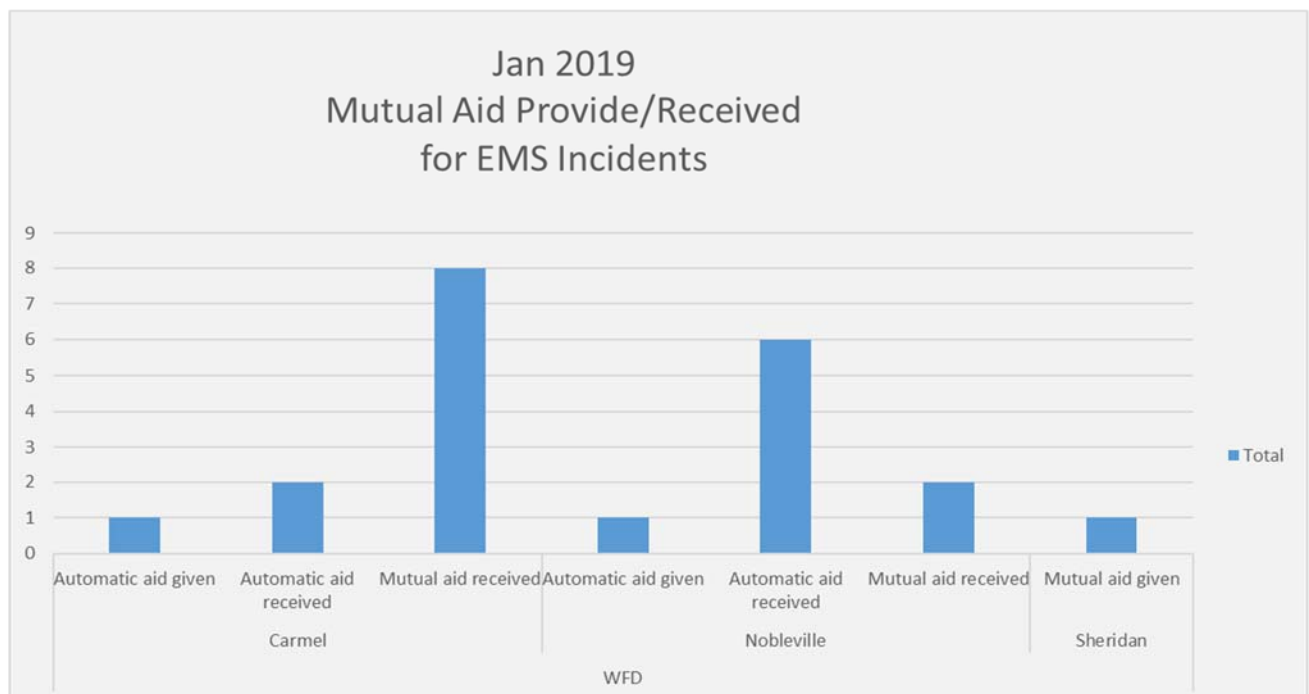


Westfield Fire Department 2019 January Incident Statistics

Care Facility



Mutual Aid data EMS

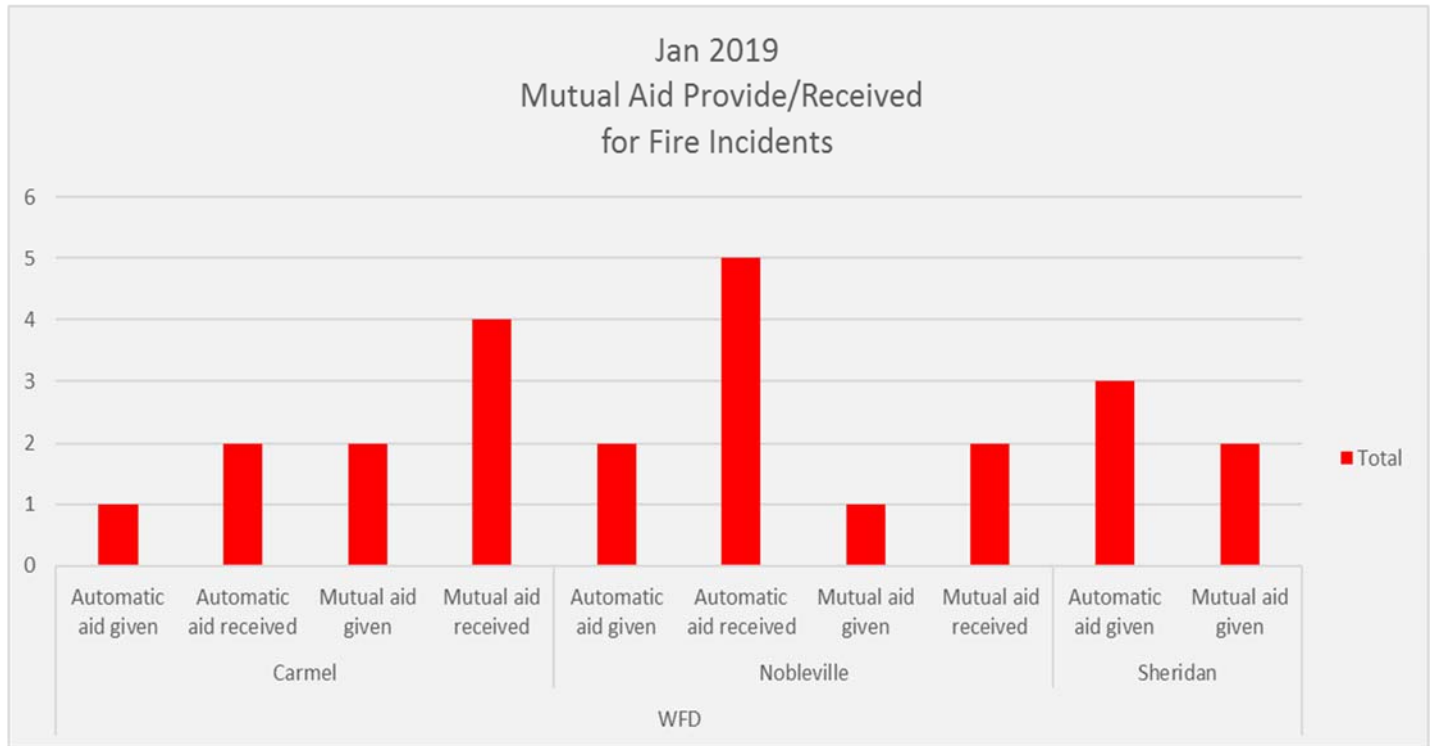


Total 20



Westfield Fire Department 2019 January Incident Statistics

Mutual Aid Data Fire Incidents



Total 20

Westfield Police Department
Monthly Performance Measures Report



Board of Public Works & Safety

January 2019

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Westfield Police Department

January 2019

Events by Nature

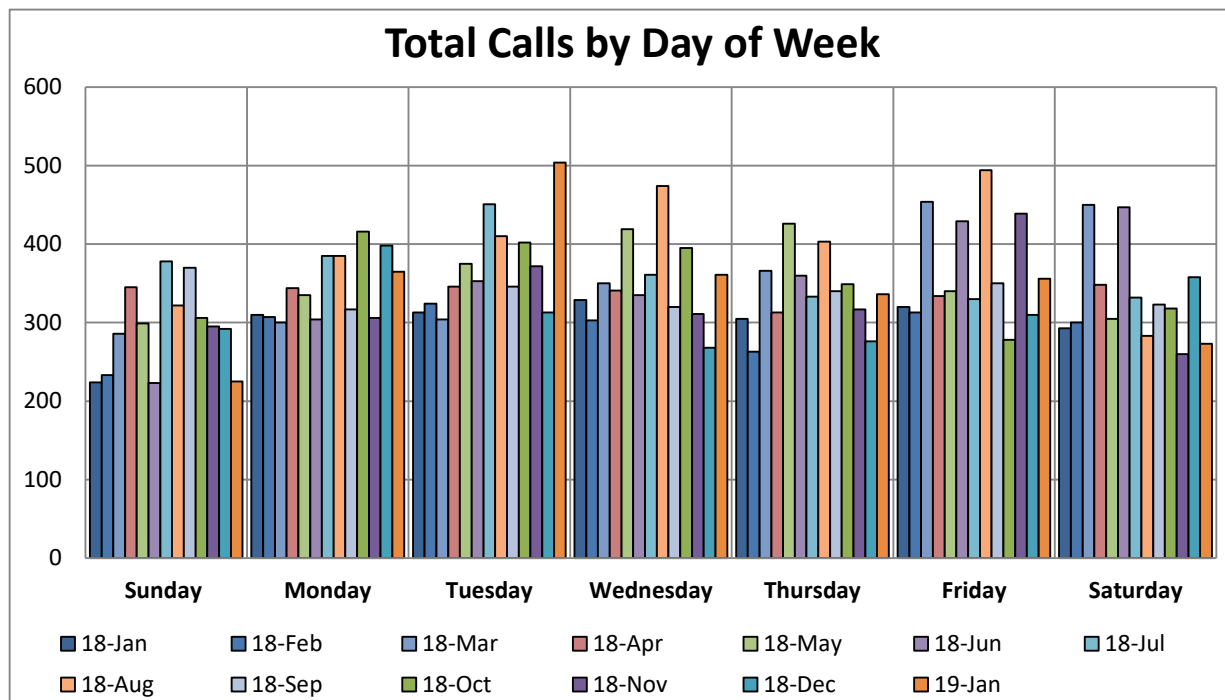
911 Hang Up	30
Abandoned Vehicle	7
Abandonment	0
Abuse / Neglect	2
Accident - Hit & Run	9
Accident - Other	0
Accident - Property Damage	77
Accident - Personal Injury	13
Accident - Sinking Vehicle	0
Accident - Unknown	3
Accelerator Stuck	0
Active Assailant	0
Alarm - Other	1
Alarm - Vehicle	1
Alarm - Burglar	147
Alarm - Hold Up	11
Animal Bite / Attack	0
Animal Complaint	17
Assist Fire	40
Assist Other Department	17
Assist Public	24
Battery	2
Bomb Device Found	0
Bomb Threat	0
Burglary	2
Carjacking	0
Case Follow Up	84
Child Seat Inspection	0
Civil Dispute	23
Criminal Mischief	9
Damage to Property	0
Death Investigation	0
Directed Patrol	1
Disturbance	29
Driving Complaint	40
Drug Complaint	2
Drug Lab	0
Escort	0
Fight	1
Firearms Shots Fired	1
Found / Lost Property	10
Found Person	0
Fraud Prescription	0
Fraud / Deception	15
Harassment	16
Intoxicated Person	4

Investigation	14
Juvenile Complaint	9
K9 Detail	0
Kidnapping	0
Lock Out	60
Loud Party	0
Mental Emotional - Violent	2
Mental Person	4
Miscellaneous	18
Missing Person	3
Missing Person - PLS	0
New Call	0
Nuisance	2
Ordinance Misc.	10
Parking Complaint	20
Physical Disturbance	12
Reckless Activity	0
Road Rage	4
Robbery	0
Runaway	0
School Patrol	226
Security Check	2
Sex Offense	0
Shooting	1
Special Detail	0
Stabbing	0
Suicide	1
Suspicious Activity	80
Suspicious Package	1
Theft	30
Theft - From a Vehicle	6
Theft - of a Vehicle	3
Threat to Life	6
Threatening Suicide	6
Tow Release	3
Traffic Hazard	121
Transport	2
Trespassing	13
Traffic Stop	1033
Unknown Call for Police	2
VIN Check	18
Wanted	1
Warrant Service	21
Weapons Complaint	1
Welfare Check	47
	2420

Westfield Police Department
January 2019

Total # of Calls by Day of Week

DAY	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan
Sunday	224	233	286	345	299	223	378	322	370	306	295	292	225
Monday	310	307	300	344	335	304	385	385	317	416	306	398	365
Tuesday	313	324	304	346	375	353	451	410	346	402	372	313	504
Wednesday	329	303	350	341	419	335	361	474	320	395	311	268	361
Thursday	305	263	366	313	426	360	333	403	340	349	317	276	336
Friday	320	313	454	334	340	429	330	494	350	278	439	310	356
Saturday	293	300	450	348	305	447	332	283	323	318	260	358	273
TOTAL	2094	2043	2510	2371	2499	2451	2570	2771	2366	2464	2300	2215	2420

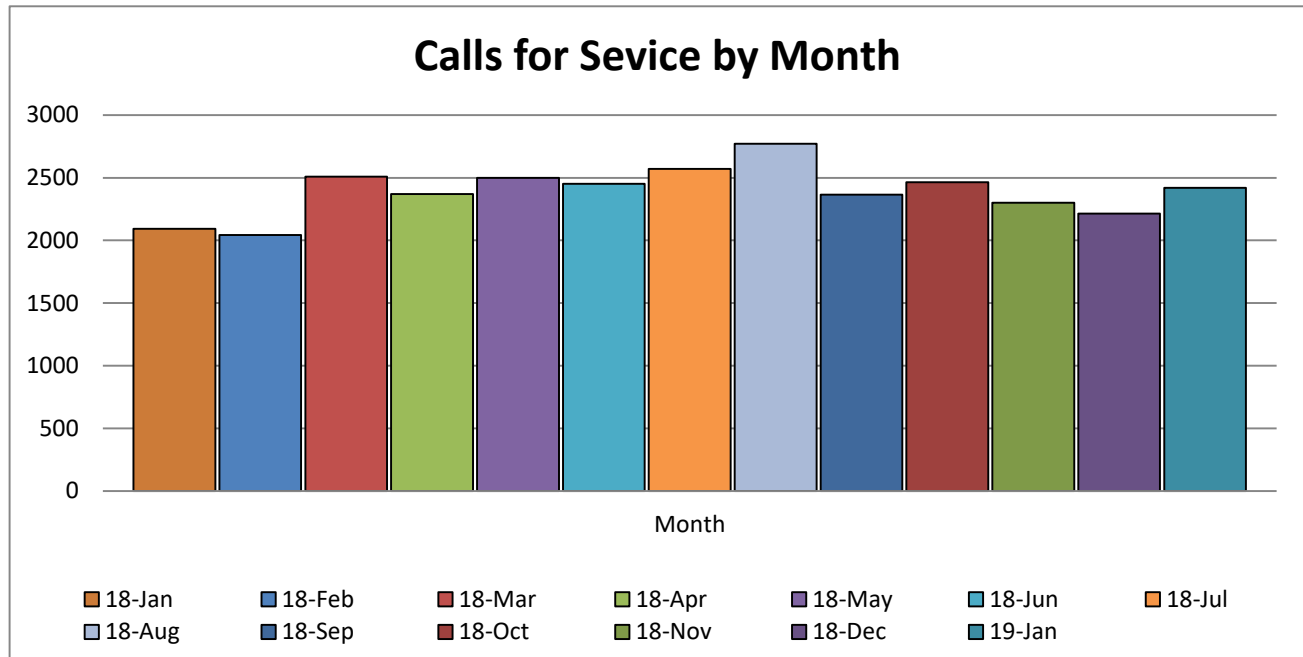


Westfield Police Department
January 2019

Total # of Calls by Hour of Day

HOUR	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan
0	66	73	82	99	90	96	105	78	80	77	70	83	76
1	51	46	62	53	62	78	64	47	68	54	49	47	56
2	37	34	38	56	55	43	50	31	44	37	38	49	47
3	34	23	27	34	30	30	27	21	47	41	47	35	44
4	27	12	11	20	13	29	31	17	17	34	30	23	29
5	24	30	13	20	18	20	32	17	21	17	30	19	33
6	52	50	66	65	64	67	65	46	28	38	40	27	46
7	76	58	99	119	111	128	118	95	79	58	65	70	71
8	72	72	113	106	125	101	123	216	150	134	141	137	142
9	105	106	132	105	142	133	152	180	170	162	166	158	189
10	121	155	157	118	158	158	172	206	162	136	146	139	156
11	93	94	114	118	135	101	129	157	116	114	134	123	118
12	81	74	124	131	99	117	108	127	97	97	109	110	128
13	125	125	159	115	126	140	134	196	106	134	143	108	134
14	135	144	159	133	135	155	142	219	122	164	131	129	144
15	96	122	136	150	139	131	134	189	134	148	118	126	139
16	105	74	130	111	118	122	113	129	130	124	97	97	106
17	106	84	112	124	101	116	111	108	105	113	83	101	93
18	179	143	182	155	168	142	142	164	156	173	149	161	169
19	160	156	186	146	175	120	132	157	149	165	132	115	137
20	71	79	93	89	92	80	79	88	72	96	70	84	65
21	82	69	82	66	93	106	110	89	77	89	97	73	80
22	111	105	122	118	127	132	141	102	111	142	115	101	123
23	85	115	111	120	123	106	156	92	125	117	100	100	95
TOTAL	2094	2043	2510	2371	2499	2451	2570	2771	2366	2464	2300	2215	2420

Westfield Police Department
January 2019



Westfield Police Department
January 2019

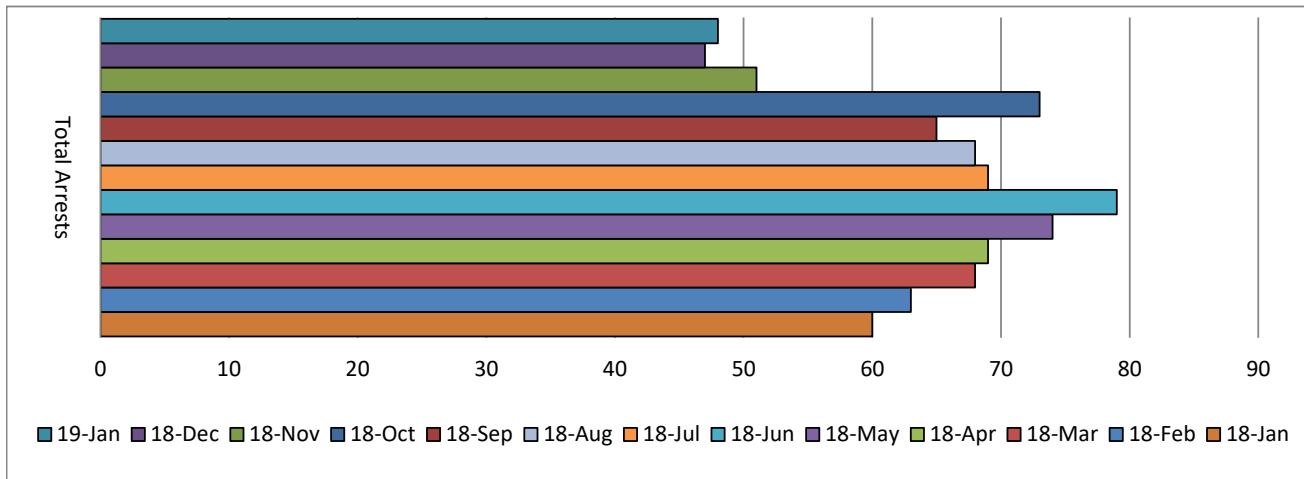
UCR OFFENSES

OFFENSE	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan
Arson	0	1	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	1	0	0	1	0	0	0	1	1	1	0
Robbery	0	1	0	0	0	0	1	0	0	0	0	0	0
Battery - Aggravated	0	1	2	0	0	0	0	0	0	0	0	0	1
Battery - Simple	11	21	11	16	24	11	10	16	11	8	11	11	12
Burglary	1	4	4	4	0	1	1	3	3	0	0	1	0
Theft	26	31	28	24	32	29	51	32	30	24	18	33	30
Motor Vehicle Theft	1	1	0	0	0	2	2	1	1	-1	0	3	0
TOTAL	39	60	46	44	56	44	65	52	45	32	30	49	43

Westfield Police Department

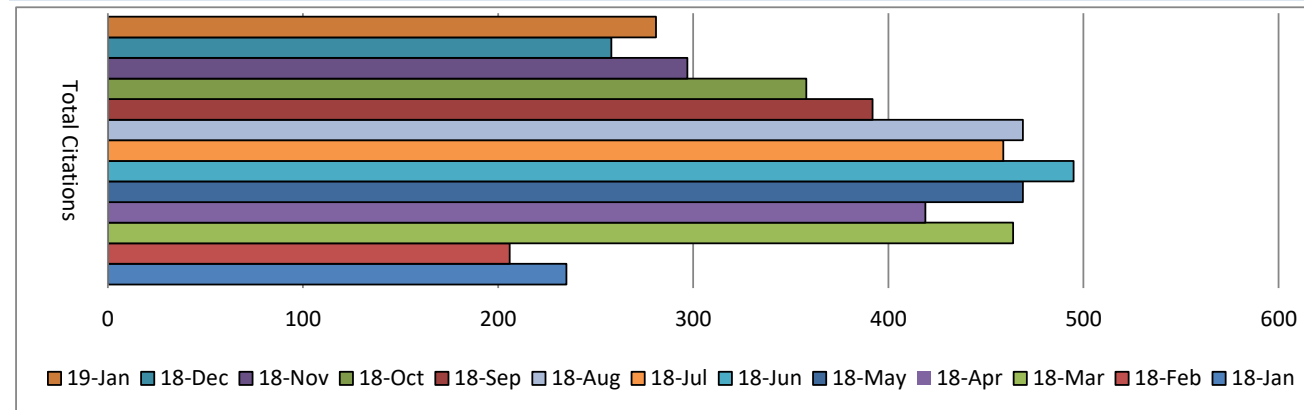
January 2019

Arrest Reports Taken	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan
Alcohol/ Drug Related	15	17	8	19	16	26	24	14	22	28	12	18	17
Felony Charges	5	14	3	10	5	21	8	7	18	10	15	8	14
Misdemeanor Charges	69	69	80	92	78	114	113	109	90	89	52	63	55
Total Arrests	60	63	68	69	74	79	69	68	65	73	51	47	48



Traffic	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan
Total Citations	235	206	464	419	469	495	459	469	392	358	297	258	281
Total Written Warning	1036	1107	1307	1141	1105	1100	1158	1127	1043	1106	997	1008	1083
Total Traffic Accidents	54	46	55	60	80	47	71	66	53	76	60	66	68
Property Damage	48	41	46	53	73	40	67	57	43	66	51	52	54
Personal Injury	6	4	9	6	7	6	4	9	10	9	9	14	12
Fatality	0	1	0	1	0	1	0	0	0	1	0	0	2
Hit and Run*	7	3	1	6	2	6	6	6	3	11	8	6	5

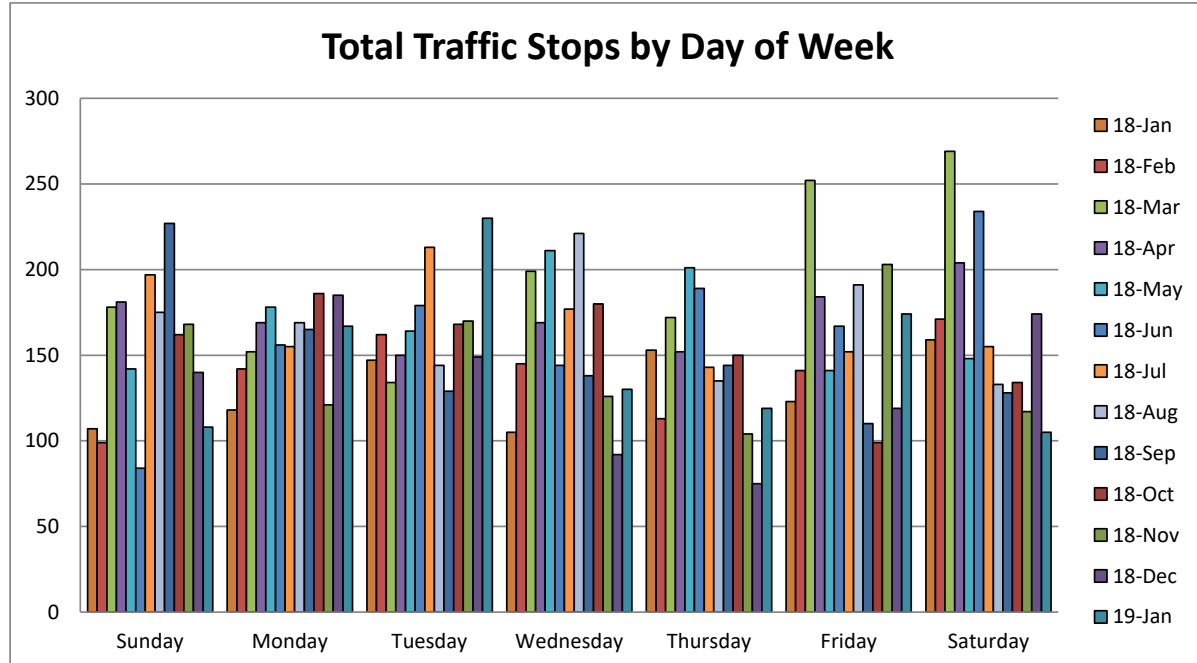
*numbers included in property damage, personal injury, and fatality accidents



Westfield Police Department
January 2019

Traffic Stops by Day of Week

Day:	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan
Sunday	107	99	178	181	142	84	197	175	227	162	168	140	108
Monday	118	142	152	169	178	156	155	169	165	186	121	185	167
Tuesday	147	162	134	150	164	179	213	144	129	168	170	149	230
Wednesday	105	145	199	169	211	144	177	221	138	180	126	92	130
Thursday	153	113	172	152	201	189	143	135	144	150	104	75	119
Friday	123	141	252	184	141	167	152	191	110	99	203	119	174
Saturday	159	171	269	204	148	234	155	133	128	134	117	174	105
TOTAL	912	973	1356	1209	1185	1153	1192	1168	1041	1079	1009	934	1033

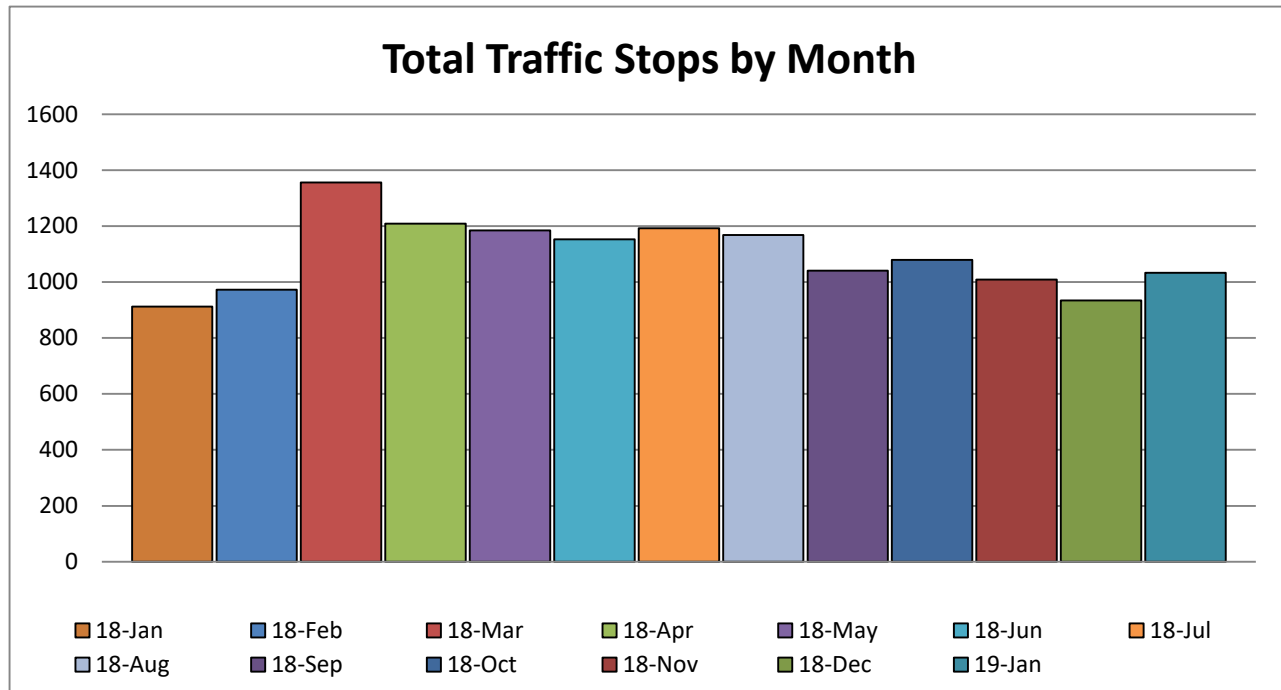


Westfield Police Department
January 2019

Traffic Stops by Hour of the Day

Hour:	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun	18-Jul	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Jan
0	40	44	59	69	59	63	62	41	49	54	41	42	46
1	24	31	44	36	36	41	35	22	39	28	23	24	29
2	18	23	31	44	35	28	27	10	28	18	19	27	20
3	11	13	12	25	14	15	10	6	27	19	22	17	18
4	9	7	4	7	4	8	12	4	8	20	5	9	10
5	9	13	7	7	7	10	18	4	5	4	11	4	12
6	32	31	42	53	42	44	46	21	10	15	17	11	26
7	34	22	58	86	77	98	67	53	39	20	29	24	22
8	34	25	62	49	57	51	64	97	77	72	63	59	67
9	46	52	67	47	76	74	87	86	87	75	88	76	81
10	58	62	94	71	80	82	104	78	83	60	59	65	70
11	35	34	57	41	51	28	52	68	47	40	53	39	36
12	19	23	43	43	29	32	31	42	25	20	23	30	45
13	44	53	78	62	49	61	41	64	34	40	48	43	51
14	40	69	94	55	60	78	64	106	36	60	52	43	49
15	33	41	73	60	51	62	47	84	65	57	43	38	40
16	18	24	48	37	35	64	50	46	38	28	26	34	35
17	20	13	20	31	18	38	29	23	19	20	23	21	24
18	115	77	109	88	94	58	54	72	59	85	72	91	91
19	99	97	124	74	94	51	51	86	67	93	73	63	85
20	20	32	39	34	28	14	24	18	19	35	26	30	14
21	41	31	35	22	29	30	40	24	26	44	55	18	32
22	51	73	85	80	79	61	73	57	79	86	73	59	77
23	62	83	71	88	81	62	104	56	75	86	65	67	53
TOTAL	912	973	1356	1209	1185	1153	1192	1168	1041	1079	1009	934	1033

Westfield Police Department
January 2019



Westfield Police Department
January 2019
Community Events

1/24/2019	Coffee With a COP
1/29/2019	Preschool Storytime with a Police Officer - Officers Martin & Griffin
1/30/2019	Bear Scout Troup Police Dept. Visit - Nights B

Westfield Police Department

January 2019

Training

1/3/2019	Monthly K9
1/10/2019	Monthly ESU
1/22-23/2019	Diversity and Inclusion
1/29/2019	Advancement in Facial & Plate Recongnition and Body Worn Cameras - CSI Blackford

SCOPE OF WORK

Grand Junction Park and Plaza is a six-acre park located in Westfield, IN. The project is led by DAVID RUBIN Land Collective, and is comprised of a multi-disciplinary design team. This contract will include services for Code and As-Built Review.

The park consists of three architectural pavilion structures, including a cafe, performance stage, and a trail head structure, along with ice rink and stage support structures. A plaza at the northern edge of the park contains areas for seating and gathering, as well as a seasonal ice rink. The northeast quadrant of the park contains a play area for children as well as areas to overlook the Grassy Branch Creek. The southern portion of the project includes a great lawn, a meadow, and gathering and overlook areas surrounding the Grassy Branch Creek.

CONSTRUCTION DOCUMENTATION UPDATES

Construction Documentation Updates

State Submission/Design Release

In order to provide up-to-date information in the final bid documents, DAVID RUBIN Land Collective and their sub-consultants shall provide services to update construction documents. This shall include:

- Revising Drawings with new information regarding code & standards and new technologies.
- Update drawings to account for an expanded play area. The design team will work with both the City and selected playground manufacturer.
- Review existing Construction Documents against as-built documentation for stream restoration work.
- Review existing Construction Documents against as-built documentation for Mill Street and associated underpass.
- Review and confirm the structural capacity for the pavilion foundations.
- Incorporate revised planting plans to support Department of Natural Resources requirements.
- Advance the soil specification based on local vendors and materials.
- Incorporate any outstanding comments provided by Owner.
- Attend One (1) kick off meeting in Westfield, IN. Consultant attendance at the kick off will include Land Collective, Ratio, and IMEG in person; other consultants participating via conference call.
- Participate in follow-up conference calls with the City as needed.

STATE SUBMISSION/DESIGN RELEASE

Construction Documentation Updates

State Submission/Design Release

- RATIO Architects, Inc. shall prepare documentation necessary to support submission to the State for Architectural Design Review and associated Design Release.

CONSULTANTS:

Consultants - The following firms will be retained by DAVID RUBIN Land Collective

- RATIO Architects – Executive Architect
- Hollwich Kushner – Design Architect
- FRP, Inc. – Structural Engineer
- IMEG Corp. – MEP Engineer
- VS Engineering Inc. – Civil Engineer
- Lynch Irrigation – Irrigation Consultant
- Craul Land Scientists – Soil Scientist

DAVID RUBIN Land Collective services are based the following consultant disciplines being retained by the Owner to provide support services for the landscape design.

- Surveyor – For additional information to support As-Built condition review.

SCHEDULE:

Construction Documentation Updates Six (6) weeks

State Submission/Design Release Following completion of Construction Document Updates

The amount of compensation shall be equitably adjusted, if, through no fault of DAVID RUBIN Land Collective or their consultants, the Services included in this Proposal for each Phase have not been completed according to the Project Schedule and the dates or time frames have been extended or delayed.

If the Project is delayed or suspended by the Owner for more than **60** consecutive days, the Landscape Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Landscape Architect shall be compensated for expenses incurred in the interruption and resumption of the Landscape Architect's services. The Landscape Architect reserves the right to reasonably delay the re-start of the Project due to the re-assignment of staff caused by the initial suspension. The Landscape Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

Proposal for Landscape Architectural Services
Attention: Mayor Andy Cook, **City of Westfield, IN**
2706 East 171st Street, Westfield, IN 46074
PROJECT: Grand Junction Plaza and Park Code and Design Review: Westfield, IN
DATE: 19 February 2019

COMPENSATION

DAVID RUBIN Land Collective's compensation for this work shall be a total Maximum **Fee** of Thirty Eight Thousand, Nine Hundred and Seventy Five Dollars **(\$38,975.00)**, billed monthly and based on the number of hours rendered for professional services for DAVID RUBIN Land Collective

Fees shall be billed monthly and based on the number of hours rendered for professional services, and exclusive of reimbursable expenses. The amount of fee is a maximum fee for that particular phase. DAVID RUBIN Land Collective and their sub-consultants will not exceed this fee without prior authorization.

Reimbursable expenses for this work shall be a total of Two Thousand, Two Hundred and Fifty Dollars **(\$2,250.00)**. Costs for travel, reproduction, postage, messenger, telephone, etc. will be billed at cost plus 10% for processing.

Compensation for services rendered shall be based on the Standard Hourly Billing Rates below, effective January 1, 2019. Rates may be adjusted twice yearly on January 1 and July 1.

○ Principal – Rubin	\$275
○ Associate	\$150
○ Landscape Architect/Urban Designer	\$125
○ Landscape Designer 1	\$90
○ Landscape Designer 2	\$110
○ Draftsperson	\$75
○ Contract Administrator	\$80

COMPENSATION: CONSULTANT

- **RATIO Architects – Eleven Thousand, Six Hundred and Twenty Five Dollars (\$11,625.00)**
- **Hollwich Kushner – Ten Thousand Dollars (\$10,000.00)**
- **FRP, Inc. – Twenty Nine Thousand Dollars (\$29,000.00)**
- **IMEG Corp. – Thirty Eight Thousand and Five Hundred Dollars (\$38,500.00)**
- **VS Engineering Inc. – Fifteen Thousand and Six Hundred Dollars (\$15,600.00)**
- **Lynch Irrigation – Eight Hundred and Twenty Dollars (\$820.00)**
- **Craul Land Scientists – Five Thousand, One Hundred and Twenty Dollars (\$5,120.00)**

The Consultant fees noted above for this work shall be a total Maximum **Fee**, billed monthly and based on the number of hours rendered for professional services. Consultants will not exceed these fees without prior authorization. Sub-Consultant Fees shall be billed at cost, plus 10% for Consultant Management (Professional Liability Insurance surcharge and local taxes). The amounts shown above are inclusive of this 10%.

Reimbursable expenses for this work shall be a total of Seven Hundred and Fifty Dollars **(\$750.00)**. Costs for travel, reproduction, postage, messenger, telephone, etc. will be billed at cost plus 10% for processing.

Proposal for Landscape Architectural Services
Attention: Mayor Andy Cook, **City of Westfield, IN**
2706 East 171st Street, Westfield, IN 46074
PROJECT: Grand Junction Plaza and Park Code and Design Review: Westfield, IN
DATE: 19 February 2019

COMPENSATION: STATE SUBMISSION

- **RATIO Architects – Six Thousand, Two Hundred Dollars (\$6,200.00)**

The Consultant fees noted above for this work shall be a total Maximum **Fee**, billed monthly and based on the number of hours rendered for professional services. RATIO will not exceed these fees without prior authorization.

Reimbursable expenses – The cost for State Submission has **NOT** been accounted for in this proposal. Ratio has noted a fee of approximately Seven Thousand and Five Hundred Dollars **(\$7,500.00)** should be allocated. This fee would cover an expedited review process.

TOTAL CONTRACT VALUE

The total contract value for DAVID RUBIN Land Collective and their consultants for this work shall be:

A total Maximum Design Fee of One Hundred and Sixty Six Thousand, Nine Hundred and Six Dollars and Fifty Cents.
(\$166,906.50)

Reimbursable Expenses to total Three thousand Dollars (\$3,000.00)

Overall Contract Amount is equal to One Hundred and Sixty Nine Thousand, Nine Hundred and Six Dollars and Fifty Cents
(\$169,906.50)

State Submission Expenses are NOT included.

Proposal for Landscape Architectural Services
Attention: Mayor Andy Cook, **City of Westfield, IN**
2706 East 171st Street, Westfield, IN 46074
PROJECT: Grand Junction Plaza and Park Code and Design Review: Westfield, IN
DATE: 19 February 2019

EXCLUSIONS & EXCEPTIONS

This Proposal is valid for ninety (90) days from the date submitted to the Owner.

The following services are not included within the scope of this Agreement, they shall be provided only if authorized or confirmed in writing by the Owner and compensation for such additional services shall be in addition to the estimated compensation set forth above:

- Site plan renderings, perspective renderings or sketches, and models not included above will be billed as an extra on an as requested basis. Fee for rendering(s) or model(s) will be determined at the time of the request.
- Tenant presentations or public agency meetings/presentations, and any services required for permitting or approvals not included above will be an extra to the contract amount and will be billed on a time and material basis.
- Unless listed in this proposal, services necessitated by the Owner's request for environmentally responsible design alternatives, such as in-depth material research, storm water modeling, unique system designs, or LEED certification are not included and are additional services.
- Any printing or reproduction for submissions, unless listed in the proposal.

DAVID RUBIN Land Collective's additional standard Terms and Conditions are incorporated in Exhibit A as attached. Sub-Consultant proposals are included as Exhibits B through H.

Please indicate your agreement to the foregoing Proposal by signing two copies and returning the copy to DAVID RUBIN Land Collective

Very truly yours,
Land Collective, LLC

By: David A. Rubin, ASLA, FAAR
Title: Principal, DAVID RUBIN Land Collective

The foregoing proposal is hereby agreed to.

City of Westfield, Indiana

By: Andy Cook
Title: Mayor of the City of Westfield, Indiana
Date of Acceptance:_____

END OF PROPOSAL

LC_PrimeAgreement

EXHIBIT A / LAND COLLECTIVE, LLC TERMS AND CONDITIONS
GRAND JUNCTION PLAZA AND PARK CODE AND DESIGN REVIEW

1. Standard of Care

- A. The standard of care for all professional services performed or furnished by Land Collective, LLC under this Agreement will be the skill and care ordinarily used by members of Land Collective, LLC's profession practicing under the same or similar circumstances at the same time and in the same or similar locality. Land Collective, LLC makes no warranties, express or implied, under the Agreement or otherwise, in connection with Land Collective, LLC services.

2. Compensation

- A. Payments on account of professional fees, consultants' fees and reimbursable expenses shall be made monthly within thirty (30) days after presentation of Land Collective, LLC's statement of services. Notify Land Collective, LLC, in writing, of any and all objections, if any, to an invoice within ten (10) days of the date of invoice. If any payment is not made to Land Collective, LLC within thirty (30) days after the date on which it is due, the Owner shall pay interest on such overdue payment at the rate of ten percent (10%) per annum from the date on which such payment is due until the date of payment. In the event that the Owner fails to pay Land Collective, LLC any amount within sixty (60) days after the date on which it is due, Land Collective, LLC may, after seven (7) days' written notice to the Owner, suspend or terminate services under this Agreement until any outstanding amounts (with interest, as aforesaid) have been paid in full.
- B. Land Collective does not participate or accept payment through third party services wherein compensation for services results in a fee for payment (e.g.: Ariba or other similar third-party services hired by the Owner or Architect). Any requirement to do so will result in a non-negotiable 15% service charge per invoice by Land Collective AND reimbursement for any "annual membership" or similar buy-in required by the third-party provider. These additional expenses are NOT cited within the body of this proposal and are considered IN ADDITION TO expenses identified within the body of this proposal/
- C. Failure to make payments to the Land Collective, LLC in accordance with this agreement shall be considered substantial nonperformance and cause for termination or, at the Land Collective, LLC's option, cause of suspension of services. In the event of event of a suspension of services, Land Collective, LLC shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.
- D. Land Collective, LLC shall not be responsible for the acts or omissions of the Owner, the Owners's other consultants, any contractor or subcontractor performing any work with respect to the Project, or any agents or employees of any of the foregoing.

3. Indemnification

- A. The Owner and Land Collective, LLC each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Owner and Land Collective, LLC, they shall be borne by each party in proportion to its negligence.

4. Force Majeure

- A. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

5. Dispute Resolution

- A. Owner and Land Collective, LLC agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of this agreement. Subsequent to mediation, the parties shall endeavor to resolve disputes by arbitration in accordance with Construction Industry Arbitration Rules of the American Arbitration Association effective as of this agreement.

6. Termination of Contract

- A. This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Failure of Owner to make payments when due shall be cause for suspension of or termination of services. In the event of termination not the fault of Land Collective, LLC, Land Collective, LLC shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

7. Ownership of Documents

Proposal for Landscape Architectural Services
Attention: Mayor Andy Cook, **City of Westfield, IN**
2706 East 171st Street, Westfield, IN 46074
PROJECT: Grand Junction Plaza and Park Code and Design Review: Westfield, IN
DATE: 19 February 2019

- A. Drawings, specifications and other documents, including those in electronic form, prepared by Land Collective, LLC and Land Collective, LLC consultants are instruments of service for use solely with respect to this Project. Land Collective, LLC and their consultants shall retain all common law, statutory and other reserved rights, including copyrights. Land Collective LLC grants Owner a license to use instruments of Land Collective, LLC's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Owner, without Land Collective, LLC's written permission, shall be at Owner's sole risk, and Owner agrees to indemnify and hold Land Collective, LLC harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Owner or by others acting through Owner.

8. Use of Electronic Media

- A. Copies of documents that may be relied upon by Owner are limited to the printed copies (also known as hard copies) that are signed or sealed by Land Collective, LLC. Files in electronic media format or text, data, graphic or other types that are furnished by Land Collective, LLC to Owner are only for convenience of Owner. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Land Collective, LLC makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Land Collective, LLC at the beginning of this assignment.

9. Construction Phase Services

- A. If this Agreement provides for any construction phase services by Land Collective, LLC, it is understood that the Contractor, not Land Collective, LLC, is responsible for the construction of the project, and that Land Collective, LLC is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precaution, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

10. Opinions of Cost

- A. When included in the Land Collective, LLC's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Land Collective, LLC's experience and qualifications and represent Land Collective, LLC's judgment as a professional generally familiar with the industry. However, since Land Collective, LLC has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Land Collective, LLC cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Land Collective, LLC's opinions or estimates of probable construction cost.

11. Insurance

- A. Land Collective, LLC carries the following insurance coverages. Any required coverage greater than these amounts shall be paid by the Owner.
 - a. Commercial General Liability: \$1,000,000 each claim/\$2,000,000 aggregate
 - b. Automobile Liability: \$1,000,000 combined single limit
 - c. Umbrella Liability: \$1,000,000 each occurrence/\$1,000,000 aggregate
 - d. Worker's Compensation and Employer's Liability: \$500,000
 - e. Professional Liability: \$1,000,000 each claim/\$1,000,000 aggregate

ALL Other Terms and Conditions shall be in accordance with AIA B101-2007

EXHIBIT B



RATIO

Architecture Preservation Interior Design Landscape Architecture Urban Design + Planning Graphic Design

February 4, 2019

David A. Rubin, ASLA, FAAR
Partner
Land Collective
57 North Second Street
Philadelphia, Pennsylvania 19106

Re: Grand Junction Plaza
 Westfield, Indiana

Dear David:

Thank you for engaging RATIO Architects to further assist Land Collective and HWKN with the design at Grand Junction Plaza. We are excited to hear that the project is moving into construction and look forward to the realization of this visionary design. As requested, the following represents our design review services proposal:

PROJECT SCOPE

It is our understanding that the continuation of this project will consist of a design review to understand any code or systems impact due to the delay between documentation and construction, and submittal of the project to the State of Indiana to obtain a Construction Design Release for the three public pavilions and two support buildings set within the new Grand Junction Plaza in Westfield, Indiana.

Buildings included are as follows:

Trailhead Pavilion
Café Pavilion
Stage Pavilion
Ice Rink Support Building
Stage Support Building

DESIGN SERVICES

The following is an outline of our understanding of required services for the Project Scope, described above:

Design Review –

- Review time and document changes due to delayed construction start.
- Coordination with consultants currently engaged on the project.

State of Indiana Design Release Submission –

- Submittal of Construction Documents to the State of Indiana for a Construction Design Release.
- Assume expedited review is desired to allow for early June start of construction.
- Assume CM is responsible for and will coordinate directly with Westfield for City Permitting requirements.
- State filing fees will be billed separately as a reimbursable.

SCHEDULE

Commencement of Design Review Services will begin upon acceptance of this proposal.

COMPENSATION

In consideration of the Project Scope, Design Services, and Schedule we offer the following compensation schedule:

Services Breakdown:

Phase	Hours	Weeks	\$/Hour	TOTAL
Design Review	25	3	155	\$11,625
State Submission	20	2	155	\$6,200
			OVERALL TOTAL	\$17,825

REIMBURSABLE EXPENSES

Expenses attributable to your project will be invoiced as a Reimbursable Expense at 1.10 times the item's expense. Expenses may include:

- A. Drawing Reproduction/Photographic Reproduction
- B. Copying
- C. Supplies
- D. Mailing/Express Mail
- E. Mileage/Lodging/Meals/Auto Rental/Travel per Diem
- F. Renderings
- G. State Building Commission Filing Fees
- H. Other, approved, miscellaneous expenses

We estimate reimbursable expenses will not exceed Seven Thousand Five Hundred Dollars (\$7,5000.00). We are not anticipating any out of town travel or renderings within this estimate. We will only invoice for expenses incurred in the interest of the project and will provide back-up receipts with our invoicing as required. Any amount remaining within this estimate at the completion of the project will revert back to the client in full.

ADDITIONAL SERVICES

Any additional services beyond the identified Design Services, which you may request, will be invoiced at the hourly rate of the personnel assigned to the task. Services provided by RATIO will be performed in accordance with RATIO's current

fiscal year Standard Hourly Rate Schedule in effect at the time of performance. This schedule is updated annually and is available upon request. If an additional service is requested, we will prepare a written proposal, identifying our services and compensation, for your review and approval prior to initiating the requested services.

PAYMENT SCHEDULE

Invoices will be sent monthly and shall be in proportion to services performed. Amounts unpaid thirty (30) days after being received will bear interest at one and one half percent (1 1/2%) per month accrued.

INSURANCE

In consideration of the Project Scope, Design Services and Compensation, RATIO Architects will maintain insurance coverage for this project with the following limits:

General Liability

\$1,000,000 each Occurrence Limit, \$2,000,000 Aggregate

Automobile Liability

\$1,000,000 CSL each accident, \$1,000,000 for Hired and Non-Owned Liability

Worker's Compensation

\$500,000 each Accident, \$500,000 Disease Policy Limit

Professional Liability

\$5,000,000 per Claim, \$5,000,000 Aggregate

ABANDONMENT

If the project is abandoned, in part or in whole, payment on account of the services performed will be made upon presentation of a final accounting of services rendered and expenses incurred since the last paid invoice to the date of such action.

Please review this proposal and if all is in order, return an executed original for our file, at which time we assume Land Collective will draft an AIA agreement for our review. If you have any questions, do not hesitate to contact me directly. Thank you for involving RATIO Architects in this important project for Land Collective and the City of Westfield.

All the best,



William A. Browne Jr., FAIA, LEED AP
Principal/President

cc: David Elliott, Brian Staesnick – Land Collective
Bryan Strube, Larry George – RATIO Architects

AUTHORIZATION TO PROCEED:

David A. Rubin, ASLA, FAAR, Partner
Land Collective

Date

February 7, 2019

David A. Rubin, ASLA, FAAR
Principal
Land Collective, LLC
2013 Sansom Street #2
Philadelphia, PA 19103

**RE: GRAND JUNCTION PLAZA – WESTFIELD, INDIANA
ARCHITECTURAL DESIGN SERVICES – CD REVISIONS DESIGN REVIEW**

Dear David,

Continuing our collaboration with Land Collective (“LC”) and the City of Westfield, we are delighted to submit our proposal for the design review of the revisions and updates to the Construction Documents. As Design Architect, Hollwich Kushner will coordinate with Ratio Architects, a locally-based Architect of Record (“AoR”), and Land Collective, in support of these efforts.

To date, we understand the project architectural program as follows:

- Trailhead Pavilion
- Café Pavilion
- Stage Pavilion

I. Scope of Work

Hollwich Kushner Architecture D.P.C. will continue to be the lead design architect for the Project Pavilions and will collaborate with Ratio Architects as Executive Architect and Land Collective as Landscape Architect and project lead throughout all phases. We will assist in coordination with all other consultants for this scope of services as required. Hollwich Kushner, in conjunction with the design team consultants, will assist in required project approvals as necessary.

We understand the scope of work as follows:

Peer Review: Construction Document / Bidding Document Design Review

- Highlight any necessary changes and items required to meet design intent, including modifications to MEP systems.
- Coordinate any modifications to drawings and specifications with consultants as required.
- Review and confirm AoR’s drawings and specifications for compliance to design intent and coordinate modifications as required.
- Confirm final selections of materials and colors for Client approval.
- Be accessible to AoR and Client to answer any relevant design questions.
- Participation in up to 3 project meetings via teleconference.

II. Schedule

Below is an estimated design schedule for the purposes of our fee proposal:

Phase	Schedule
Drawing Set Revision	6 weeks

III. Compensation

The following fees for Architectural Design Services are based on the scope of work and schedule described in this proposal.

Design Architectural Fee (CD Review)

We will work with the design team on an as-needed basis to assist in coordination and clarification of the design elements. All efforts during this phase will be billed on a time and materials basis at our standard hourly rates. We have provided estimates of our efforts below for reference.

Phase	Proposed Fee (Hourly- Not to Exceed)
Drawing Set Revision	\$10,000 (approx. 80 hours)

Any additional efforts outside the scope of this proposal will be considered an additional service requiring written approval by the Client. Should project schedule, gross square footage, budget and complexity vary materially from that which we have described in this proposal, fees shall be equitably adjusted. We have not included attendance at any local meetings for this phase of work. Should travel to project site be required, fees above will need to be equally adjusted. Client will be billed monthly for percentage of work completed. Any amounts that are unpaid thirty (30) days after the invoice date shall be subject to a late fee penalty of 1.15% monthly. The fees above are valid for two months from the date of this proposal.

IV. Reimbursable Expenses

In addition to our compensation outlined above, we are to be reimbursed for expenditures made by us specifically for the project. Reimbursable expenses will be billed with a 15% processing fee as part of the monthly project invoicing. Transactions in excess of \$500 shall not be incurred except with prior written approval of the Client. Reimbursable expenses may include the following:

- Project Related Travel, including Transportation, Lodging and Subsistence
- Reproduction of documents, printing and photocopy at our Standard Rates
- After-hours expenses including transportation and meals
- Computer Plotting at our Standard Rates
- Photography for Design Purposes
- General supply and material costs associated with the project
- Long Distance Telecommunications
- Shipping, postage, messenger, fax or courier service charge
- Sales, usage, occupation, service or similar taxes
- Renderings or Animations (client authorized)
- Presentation Quality Physical Models (client authorized)

- Mock-ups or material samples (client authorized)

V. Exclusions / Additional Services

Our proposal excludes consultant fees, interior design consultant fees, existing conditions documentation / surveying, as-built drawings, marketing materials, 3rd party or presentation quality renderings or models, environmental review, expediting services, multiple bid packages, value engineering services after completion of Construction Documents, and filing and permit fees, and any efforts for city/state approvals above a standard DOB filing. Any services that may be requested during a project hold between design stages will be considered an additional service. All additional services, upon client approval, will be billed at our standard hourly rates, which are subject to change on an annual basis:

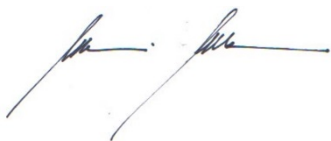
Hollwich Kushner Hourly Rates – 2019

Principal	\$410.00
Director	\$325.00
Senior Associate	\$215.00
Associate	\$175.00
Architectural Professional III	\$160.00
Architectural Professional II	\$145.00
Architectural Professional I	\$105.00
Intern	\$80.00

All other Terms and Conditions will be in accordance with our master agreement.

We hope this proposal is consistent with your expectations and look forward to our continued work and collaboration with you and the team on this one of a kind project. Please feel free to contact me with any questions.

Sincerely,



Matthias Hollwich, Principal

Approved By:

Land Collective, LLC

Signature: _____

Name: _____

Date: _____



Structural Engineers

EXHIBIT D

FINK ROBERTS & PETRIE, INC.

Established in 1944

9449 Priority Way West Drive
Suite 200
Indianapolis, Indiana 46240

<http://www.frpinc.com>

317-872-8400 Telephone
317-876-2408 Fax

-February 7, 2019

Mr. David Elliott
LAND COLLECTIVE
Landscape Architecture + Urban Design
2013 Sansom Street #2
Philadelphia, PA 19103

Re: Grand Junction; Westfield, Indiana
Proposal for Structural Engineering: Restart project and Completion of Bid Documents

Dear David:

We are pleased to submit this proposal for structural engineering services for the above-mentioned project. The proposal is based on the following.

Project Description

Our scope of work consists of providing structural engineering services for the Code and Design Review phases of the project. We will separate the fee for code review and coordination re-start from the typical Bidding services. We will provide these engineering services for components of the project we have designed in the Construction Document phase. Generally, these components include foundations for the three main pavilions, framing and foundations for the two support buildings and structural components of site elements. These components are more completely described in a previously agreed upon proposal for the Construction Document phase of the structural engineering work.

General Description – Scope of Services

A. Code Review and Restart Coordination and Project Modifications

Our services during this phase of the project include reviewing documents released in January of 2017 for any impact of Code revisions and coordination with other consultants. We will attend a kickoff meeting, held locally, at the start of this phase of the project.

The project modifications include the following:

- Modify roof structure for the Stage Support Building for a relocated roof top unit that had been located on the Stage Building Roof. Provide screen wall around the relocated unit.
- Modify screen wall enclosure south of the Ice Rink Support Structure for a relocated condenser from the Café Pavilion.

B. Design Fees



Mr. David Elliott
LAND COLLECTIVE
Re: Grand Junction; Westfield, Indiana
February 7, 2019
Page 2

Our fees indicated for the above Scope of Services are lump sums. Billings will be made monthly, 30 days net, in proportion to the completed percentage of our work. Reimbursable expenses are described on the attached Fee Schedule.

TOTAL FEE \$29,000

Billing Schedule

Code Review and Restart Coordination.....75%
Project Modifications25%

TOTAL.....100%

REIMBURSABLE EXPENSES.....\$500

C. Optional Additional Services

See Attachment A

D. Exclusions

See Attachment B

E. Assumptions and Limitations

1. It is assumed that project cost control is not within the scope of our services. Should redesign of the project be required due to cost overruns, the structural work required will be negotiated as additional services before the work is started.
2. It is assumed that design alternates are not part of this project. If design alternates are required, the structural design work related to these alternatives will be negotiated as additional services.
3. The project will not be fast-tracked, and the construction documents will all be bid as a single bid package.
4. It is assumed the geotechnical conditions at the project site will not require the slabs at the lowest level to be designed as structural slabs supported by deep foundations.
5. The structural Building Information Model will be based on the Revit platform. For the purposes of this proposal, it is assumed that the model will be used for coordination purposes only and not as an instrument for bidding or construction.

The structural Revit model will contain foundations, concrete walls and primary structural framing excluding connection material.

6. The General Terms and Conditions are an integral part of this proposal.



Mr. David Elliott
LAND COLLECTIVE
Re: Grand Junction; Westfield, Indiana
February 7, 2019
Page 3

This proposal is good for 60 days. We ask that if this proposal is acceptable to you, please sign and return a copy to our office.

We appreciate the opportunity to submit this proposal and look forward to continuing to work with you on this project. Please call if you have any questions.

Sincerely,

Randy Schmidt, P.E.
Senior Project Manager

Land Collective

Name (Please Print)

Title

Signature

Date

Attachments: Fee Schedule
General Terms & Conditions
Attachments A & B



ATTACHMENT A

Optional Additional Services

We shall be pleased to offer additional engineering services for work beyond the foregoing scope of Services. All additional services are subject to a negotiated fee, or may be billed on an hourly basis in accordance with the attached Fee Schedule. Additional services include:

- Redesign necessitated by revisions beyond our control in the Construction Documents after they are issued for bidding, or by redesign efforts made necessary by unforeseen existing conditions.
- Engineering services related to changes initiated by the contractor to expedite construction or to reduce costs.
- Engineering services related to correcting major construction problems or construction problems due to the use of unapproved shop drawings.
- Preparation of Record Drawings at the end of the project, based on marked up drawings furnished by the contractor, showing the reported location and significant changes made during construction.
- Making any field measurements.
- Preparing opinion of probable construction cost.
- Filing to Indiana Department of Fire and Building Services for “plan review”, filing fees, and filing for any variances.
- Preparation of specifications for concrete sealers.
- Redesign of foundations made necessary by the actual locations of existing utilities that must remain in service.
- Attendance at regularly scheduled construction coordination meetings.
- Provide structural assistance in preparing “performance specifications” for the following:
 - Design of earth retention system for excavation.
 - Structural design of any framing within the boundaries of pre-manufactured systems.
 - Structural design of proprietary mechanically stabilized earth or MSE walls.
 - Structural design of exterior cladding and its connections to the cladding back-up system.
 - Structural design of lightgauge metal stud exterior cladding back-up systems.
 - Structural design of structural steel exterior cladding back-up for exterior stone masonry systems.
 - Structural design of fall protection and/or window washing equipment support systems.



ATTACHMENT B

Exclusions

The following items are excluded from the scope of our services:

- Determination and detailing of fire-resistance rating requirements for the structural systems and components.
- Preparation of Division 1 (General Requirements) of the specifications
- Development of waterproofing, underslab vapor barrier and foundation insulation details and specifications.
- Design and detailing of the under-slab drainage system within the building and the foundation perimeter drainage system.
- Engineering services related to construction methods (erection sequencing, temporary bracing, crane or equipment loading analysis, etc.).
- Reviewing and processing contractor requests for payment.
- Construction cost arbitration.
- Division 31 Earthwork specifications.
- Design and detailing of soil improvement systems such as aggregate piers.
- Design and detailing of fall protection and/or window washing equipment support systems.
- Tasks typically associated with the Bidding Phase of the project which include attending a pre-bid meeting, answering questions from contractors and bidders, and responding to RFI's.



GENERAL TERMS AND CONDITIONS

Access to Site:

Unless otherwise stated, FRP will have access to the site for activities necessary for the performance of our services.

Ownership of Documents:

All documents produced by FRP under this agreement shall remain the property of FRP and may not be used by the Client for any other endeavor without the written consent of FRP.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and FRP shall be submitted to non-binding mediation. The Client and FRP agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators involved in this project, thereby providing for mediation as the primary method for dispute resolution between all parties.

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and FRP, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, FRP's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause, shall not exceed \$50,000 or FRP's fee for this project, whichever is greater. Such causes include, but are not limited to, FRP's negligence, errors or omissions.

Billings/Payments:

Invoices for FRP's services shall be submitted on a monthly basis, and shall be payable within 30 days after the invoice date. If the invoice is not paid within 90 days, FRP may, without liability whatsoever to the Client and after giving 7 days written notice, suspend services under this agreement until all past due accounts have been paid. Payment of invoices shall not be subject to any discounts or set-offs by the Client. Legal fees and expenses incurred to collect past due invoices shall be paid by the client.

Opinion of Probable Construction Cost:

The Client understands that FRP has no control over the cost or availability of labor, equipment or materials, or over market conditions. FRP's opinion of probable construction cost is made on the basis of FRP's professional judgment and experience. FRP makes no warranty that the bids or the negotiated cost of the Work will not vary from FRP's opinion of probable construction cost.

Assignment:

Neither party to this Agreement shall transfer, sublet, or assign any rights or interest in this Agreement without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by FRP shall not be considered an assignment for purposes of this agreement.

Professional Liability Insurance:

FRP is covered for professional liability by our practice policy. Any additional insurance required, in excess of our practice policy, will be a reimbursable expense.

Hazardous Materials:

Both parties acknowledge that FRP's scope of services does not include any services related to the presence of any hazardous or toxic materials. FRP may, at its option and without liability for consequential or other damages, suspend performance of its services until the Client retains appropriate parties to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

Record Drawings:

Since Record Drawings are based on unverified information provided by other parties, which FRP shall assume will be reliable; FRP cannot and does not warrant their accuracy.

Standard of Care:

In providing services under this Agreement, FRP will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. FRP makes no warranty as to its professional services rendered under this Agreement.

Professional Services Contingency and Betterment (Value Added):

The Client agrees that perfection is not attainable nor is it the "standard of care". Therefore, errors or omissions in the Construction Documents should be anticipated. A contingency fund or "reserve" shall be set aside to cover additional construction costs due to possible errors or omissions.

The cost of correcting the error or omission shall be computed as the "premium" that must be paid to make the correction out of the normal construction sequence. The actual cost of the omitted component itself would have been required even if it had been included in the original documents; and therefore, it would not be part of the "premium."

Termination of Services:

In the event of termination of this Agreement by either party, the Client shall within 30 days of termination pay FRP for all services rendered and all reimbursable costs incurred by FRP up to the date of termination.

Consequential Damages:

Neither the Client nor FRP shall be liable to the other or shall make a claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement.



2019

FEE SCHEDULE

HOURLY RATES

Professional hourly rates, which include in-town travel expenses, in-house reproductions, overhead and profit, are based on the following classifications:

Principal	\$225.00
Senior Project Manager	\$190.00
Project Manager	\$175.00
Project Engineer	\$145.00
Senior Designer.....	\$135.00
Designer	\$120.00
Staff Engineer.....	\$110.00
Technician	\$105.00
Drafter	\$90.00
Administrative	\$80.00

REIMBURSABLE EXPENSES

Proposals or Agreements normally specify certain out-of-pocket expenses are reimbursable. This includes printing progress sets and submittals. The following are in addition to Contract Amount, and are to be reimbursed as follows:

Bond Plots and Large Format Copies B/W	\$0.30/sq. ft.
Bond Plots and Large Format Copies Color.....	\$0.75/sq. ft.
B/W Copies (8 ½” x 11”).....	\$0.10 per sheet
B/W Copies (11” x 17”).....	\$0.20 per sheet
Color Copies (8 ½” x 11)	\$0.75 per sheet
Color Copies (11” x 17”).....	\$1.50 per sheet
Out-of-town automobile travel	\$0.58/Mile
Airfare, meals, lodging & car rental.....	Cost Plus 5%
Printing and reproductions by outside service.....	Cost Plus 5%
Special deliveries	Cost Plus 5%
Filing Fees for: permits	at Cost
: variances/reviews.....	at Cost
: recording	at Cost

Charges made by outside consultants (previously approved by client) are billed at actual invoices + 10 percent.

If enacted, State or Federal sales tax on professional design services shall be billed at actual rates.

Note: This fee schedule shall apply for work performed during the year 2019.



GENERAL TERMS AND CONDITIONS



February 5, 2019

Mr. David Elliott
Land Collective
57 North Second Street
Philadelphia, Pennsylvania 19106

RE: Proposal for Engineering Services
Grand Junction Plaza
Westfield, IN

Dear David:

Thank you for the opportunity to submit a Proposal for mechanical electrical technology engineering services for the reissue of the 1/27/2017 construction documents.

We understand the scope of work is as follows:

PLANNING/DESIGN PHASE SERVICES

This redesign will include revisions to the completed drawings and specifications (1/27/2017 CD issue) and will include the following:

1. Updating drawings for current code.
2. Updating drawings to reflect revised mechanical equipment model numbers.
3. Adjustments for minor base model updates.
4. Conversion of the Café Pavilion's Dedicated Outside Air System (DOAS) from a DX split system to the chilled water unit.
5. Deletion of the Café Pavilion's DOAS unit's remote roof mounted air-cooled condenser.
6. Addition of a remote chiller in the Rink Pavilion courtyard to serve the Café Pavilion's DOAS unit.
7. Sizing of site chilled water piping between the chiller and Café Pavilion's DOAS unit.
8. Coordination with the site civil engineer for the sizing of the chilled water piping. The civil engineer will show the piping, trench, and backfill on their drawings.
9. Addition of chilled water pumps, expansion tanks.
10. Addition of chilled water piping within the Café Pavilion.
11. Addition of specifications for the chiller, buried chilled water piping, building chilled water piping.
12. Addition of specifications for chilled water system controls.
13. Relocation of remaining mechanical equipment on the Café Pavilion roof.
14. Electrical revisions to accommodate the chiller and pumps.

15. Relocation of the roof-mounted condensing units from the Stage Pavilion to the Stage Support structure's roof.
16. Relocation of the roof-mounted condensing units from the Trailhead Pavilion to a remote grade-mounted screened enclosure.

BIDDING/CONSTRUCTION PHASE SERVICES

Services for bidding and/or construction phases of the project are not included in this proposal. These services will be offered via a future proposal.

ASSUMPTIONS

1. Revit or AutoCAD files suitable for use as backgrounds for building and site will be provided to IMEG. Extensive modification of backgrounds will be considered additional services. IMEG formatting standards for drawings and specifications will be used. Drawings will be prepared using Autodesk compatible programs with our standard layering. If the project is designed utilizing Building Information Modeling (BIM) software, Autodesk Revit will be the platform and the BIM deliverable will be no greater than Level of Development (LOD) 300.
2. The food service consultant shall be responsible for selection of all food service equipment and will provide detailed cut sheets, specifications, and drawings showing utility requirements, capacity requirements, locations of connections, and coordination drawings of equipment locations and utility connections required. IMEG will reference Consultant's detailed food service drawings on the plumbing and electrical drawings for use by the contractors in coordinating locations, heights, and devices required for all equipment.
3. Occupancy separations, fire assemblies, and fire/smoke separations will be determined by the Architect and provided to IMEG at, or prior to, completion of the Design Development phase.
4. Site utility design beyond 5'-0" of the building perimeter, including domestic water, fire water service, HVAC piping, storm water, storm water detention, natural gas, and sanitary sewer shall be the responsibility of others.
5. Electric and telecommunications utility raceways for each service provider, and branch feeds outside the building (site lighting, CCTV, security, outbuildings, etc.) will be provided to the Civil Engineer for coordination with the overall site design.
6. For all security management systems, electrified door hardware will be designed and specified by the Architect.
7. An independent cost estimator will be engaged by the Owner or Architect. Opinions or comments made by IMEG related to the independent cost estimator's work shall not create or be interpreted as a warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the cost estimator's valuation.
8. Phased design and/or issue of early documents are not required.
9. This redesign will begin in February 2019 and completed by end of April 2019.



COMPENSATION

We propose to provide the services described above for a fixed fee of \$38,500.

PROJECT EXPENSES

The following reimbursable expenses **are not** included in the above fee and will be invoiced with a 1.1 multiplier of actual cost:

1. Reproduction costs for printing drawings requested by the Owner or design team.
2. Postage and delivery charges.
3. Travel expense: 58¢ per mile for auto (adjusted annually), parking fees, and other out of pocket expenses.

ADDITIONAL SERVICES

IMEG can include the following as additional services. Additional services will be performed on a time and material basis using IMEG's standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing.

1. Audit or field takeoff of new furniture, fixtures, and equipment (FF&E) and associated utilities.
2. Our security design services will implement the system as desired and directed by the Client. The determination of a security solution, through a security audit and/or threat analysis, is an additional service.
3. Acoustical evaluation, design, or analysis.
4. Assist in compliance with ASHRAE Standard 188-2015 Legionellosis: Risk Management for Building Water Systems.
5. LEED criteria evaluation, energy modeling, calculation, justification, and documentation.
6. Revising equipment layout and connections, and floor plan modifications, after IMEG's construction drawings and specifications are complete.

GENERAL

The attached Terms and Conditions dated April 3, 2017 and Exhibit A are made a part of this Proposal. This Proposal is valid for 45 days from the date of this offer.

We will begin our services following acceptance of this Proposal for Engineering Services. We look forward to working with you and your staff on this project and appreciate this opportunity to be of service. Acceptance may be conveyed via e-mail to the address listed below, by fax, or by signing this offer and returning it to our office.



Proposal for Engineering Services
Grand Junction Plaza

Westfield, IN
February 5, 2019

Sincerely,

IMEG CORP.

Nick H. Armstrong
Associate / Senior Engineer
Nick.H.Armstrong@imegcorp.com

John D. Wilczynski, PE, LEED AP
Senior Principal / Client Executive

NHA/TSC
Document1

LAND COLLECTIVE

Accepted:

Signature

Title

Date



TERMS AND CONDITIONS

Standard of Care: Services provided by IMEG Corp. (hereinafter referred to as "the Engineer") under this Agreement will be performed in a manner consistent with the human degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Additional Services: When additional services beyond the defined scope are requested, an amendment will be prepared by the Engineer and approved by the Client prior to commencing work. Additional services shall be performed on a time and material basis or for a negotiated fee.

Compensation: Services provided by the Engineer on a time and material basis shall be performed in accordance with the Engineer's current fiscal year Standard Hourly Rate Schedule in effect at the time of performance. This schedule is updated yearly and is available upon request.

Performance: Engineer has multiple offices and has professional service agreements for additional engineering and production assistance. The Engineer may use any office or professional service in the completion of services required for the Project.

Billing/Payment: The Client agrees to pay the Engineer for all services performed and all costs incurred. Invoices for the Engineer's services shall be submitted either upon completion of such services or on a monthly basis. Invoices shall be due and payable within 30 days of invoice date (direct) or 15 days from payment by Owner (consultant). Client shall notify Engineer of any objections to the invoice within five working days of receipt. Payment of any invoice indicates Client's acceptance of this Agreement, these Terms & Conditions, and satisfaction with Engineer's services. Payment of invoices is in no case subject to unilateral discounting, back-charges, or set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 120 days after the billing, the Engineer may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification: The Engineer and Client shall, to the fullest extent permitted by law, indemnify and hold harmless each other and their respective officers, directors, employees, agents and consultants from and against damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of this Agreement, excepting only those damages, liabilities or costs attributable to negligence or willful misconduct.

Certification, Guarantees and Warranties: The Engineer shall not be required to execute any document that would result in the Engineer certifying, guaranteeing or warranting the existence of any conditions.

Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Engineer as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Dispute Resolution: Any claims or disputes between the Client and the Engineer arising out of the services to be provided by the Engineer or out of this Agreement shall be submitted to non-binding mediation. The Client and the Engineer agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State of Indiana will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

Construction Means and Methods: The Engineer shall not be responsible for, nor have control over or charge of, construction means, methods, sequences, techniques, or procedures, or for any health or safety precautions. Neither Client nor Engineer shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the Client's or Engineer's employees, agents, or consultants.

Construction Observation: When the Engineer does not provide construction observation services, it is agreed that the professional services of the Engineer do not extend to or include the review or site observation of the Contractor's work, performance, or pay request approval. During construction, the Client assumes the role of the engineer and will hold harmless the Engineer for the Contractor's performance or the failure of the Contractor's work to conform to the design intent and the contract documents.

Project Signs: Project signs displayed at the construction site shall include "IMEG Corp." as the Engineer. Articles for publication regarding this project shall acknowledge IMEG as the structural, mechanical, electrical and/or technology engineer, as applicable.

Adjustments, Changes or Additions: It is understood that adjustments, changes, or additions may be necessary during construction. A contingency fund will be maintained until construction is completed to pay for field changes, adjustments, or increased scope items. All change order amounts requested by Contractors constructing Engineer-designed systems shall be submitted to the Engineer for review prior to being approved by contract holder. The Engineer will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to the Engineer at the discretion of the Contractor, the Client, or the Owner without prior agreement and approval of the Engineer. Engineer shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Ownership: All drawings, specifications, BIM and other work product of the Engineer developed for this Project are instruments of service for this Project only. Reuse of any instruments of service of the Engineer by the Client, or others acting for the Client, for extensions of the Project or for any other use without the written permission of the Engineer shall be at the Client's risk. Client agrees to defend, indemnify and hold harmless the Engineer for all claims, damages and expenses, including reasonable attorney's fees, arising out of such unauthorized reuse.

Electronic Files: The Client hereby grants permission for the Engineer to use electronic background information produced by the Client in the completion of the project. The Client also grants permission to the Engineer to release Engineers' documents (including their backgrounds) electronically to Clients, Contractors, and Vendors as required in the execution of the project. Before release, the Engineer will require an executed waiver of liability for the use of any electronic documents.

Employment: For the duration of this contract plus six (6) months from final payment received, neither the Engineer nor Client will offer employment to any person who is or was employed by the other during the course of this contract.

Termination: The Client or Engineer may, after giving seven (7) days written notice, terminate this agreement and the Engineer shall be paid for services provided up to the termination notice date, including reimbursable expenses due plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to the termination.

Survivability: In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

Limitation of Liability: It is agreed that the Engineer's liability for this project for negligent acts, errors, or omissions, and all claims, losses, costs, damages, cost of defense, or expenses from any cause, including Client, Contractors, and Attorney fees, is limited to \$10,000.

Contract Exhibit: If attached to another contract or agreement, that agreement shall take precedence over all clauses listed in these Terms and Conditions. If that agreement is silent on or does not include a clause, this document shall take precedence.



IMEG Equal Employment Opportunity / Rights Under Federal Labor Laws

1. The equal opportunity clause of 41 CFR § 60-1.4(a) is hereby incorporated by reference as if fully set forth herein.
2. The equal opportunity clause of 41 CFR § 60-741.5(a) is hereby incorporated by reference as if fully set forth herein. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime consultants and subconsultants to employ and advance in employment qualified individuals with disabilities.
3. The equal opportunity clause of 41 CFR § 60-300.5(a) is hereby incorporated by reference as if fully set forth herein. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime consultants and subconsultants to employ and advance in employment qualified protected veterans.
4. The employee notice clause of 29 CFR § 471, Appendix A to Subpart A is hereby incorporated by reference as if fully set forth herein.
5. Employer Reports on Employment of Protected Veterans (41 CFR § 61-300.10)
 - a. IMEG agrees to report at least annually, as required by the Secretary of Labor, on:
 - 1) The total number of employees in the workforce of IMEG, by job category and hiring location, and the total number of such employees, by job category and hiring location, who are protected veterans;
 - 2) The total number of new employees hired by IMEG during the period covered by the report, and of such employees, the number who are protected veterans; and
 - 3) The maximum number and minimum number of employees of IMEG at each hiring location during the period covered by the report.
 - 4) The term "protected veteran" refers to a veteran who may be classified as a "disabled veteran," recently separated veteran, "active duty wartime or campaign badge veteran," or an "Armed Forces service medal veteran," as defined in 41 CFR 61-300.2.
 - b. The above items must be reported by completing the report entitled "Federal Contractor Veterans' Employment Report VETS-4212."
 - c. VETS-4212 Reports must be filed no later than September 30 of each year following a calendar year in which IMEG held a covered contract or subcontract.
 - d. The employment activity report required by paragraphs (a)(2) and (a)(3) of this clause must reflect total new hires and maximum and minimum number of employees during the 12-month period preceding the ending date that IMEG selects for the current employment report required by paragraph (a)(1) of this clause. IMEG may select an ending date:
 - 1) As of the end of any pay period during the period July 1 through August 31 of the year the report is due; or
 - 2) As of December 31, if IMEG has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1, Standard Form 100 (EEO-1 Report).
 - e. The number of veterans reported according to paragraph (a) above must be based on data known to IMEG when completing their VETS-4212 Reports. IMEG's knowledge of veterans status may be obtained in a variety of ways, including, in response to an invitation to applicants to self-identify in accordance with 41 CFR 60-300.42, voluntary self-disclosures by employees who are protected veterans, or actual knowledge of an employee's veteran status by IMEG. Nothing in this paragraph (e) relieves IMEG from liability for discrimination under 38 U.S.C. 4212.

Rev. 04/03/1



EXHIBIT F

PROPOSAL TO PROVIDE PROFESSIONAL SERVICES

FOR

Grand Junction Park Revisions

CLIENT

Land Collective

57 North Second Street
Philadelphia, PA 19106

February 07, 2019



VS ENGINEERING, INC.

Civil • Structural • Transportation • Environmental

TABLE OF CONTENTS

<u>SECTION</u>	<u>DESCRIPTION</u>
1	Scope of Work
2	Professional Fees
3	Contract Approval
4	Standard Terms and Conditions

SECTION 1**SCOPE-OF-WORK****Description of Project**

VS Engineering, Inc. (VSEI) has prepared the enclosed proposal as requested by David Elliot with Land Collective (LC) per emails dated February 1st and 4th, 2019 and per conference call on January 31st, 2019 concerning changes to the Grand Junction Park plans signed and sealed dated January 27, 2017 and revised January 26, 2018. These requested changes pertain to the location of the chiller units for the buildings air conditioning systems are outlined below. Additionally, Survey Asbuilts have been completed for work so far in the area. A survey drawing and Civil Design Plan review is required to verify that plans for the Grand Junction Park are current to existing conditions.

Location of Improvements

The proposed project site is located in the Southwest corner of the Jersey Street and Union Street intersection and enclosed by the new Mill Street construction in the City of Westfield, Hamilton County, Indiana.

Scope of Work**Part I****Cafe Pavilion**

Remove large condenser from the roof top and proceed with the strategy of using a chiller unit located within the enclosure to the south of the ice rink support structure. The enclosure will need to be enlarged and have a removable fence panel on the west side to support future maintenance. The alignment and clearances will need to be verified. There are no limitations to the length of run for the chilled water line or its depth. The connection to the building will be at the basement level.

-VSEI to determine the route and elevation of chilled water line between the cafe and chiller unit.

Trail Head Pavilion

The trail head condenser unit is being relocated from the pavilion roof to an enclosure on terra firma.

-VSEI to update their drawings to indicate the below grade routing.

Stage Pavilion

Move the location of the condenser unit from the roof of the stage pavilion to the roof of the stage support structure.

-VSEI to update their drawings to indicate the below grade routing.

Proposal Letter to Land Collective

Part II

As-Built Survey Review

The City of Westfield recently re-surveyed the GJP site to account for the as built condition for Mill Street and the associated underpass, along with the regrading associated with the stream restoration work.

Land Collective to provide CAD survey.

-VSEI to review and update civil drawings (drainage, sanitary and potable water utilities) as required for matching existing conditions.

Project Schedule

Land Collective will be leading a six (6) week effort to update drawings and specifications as outlined above, including a Kick off meeting (TBD), coordination meetings, and manufacturers drawings and specifications data to the various firms involved in these revisions.

Professional Services

VS Engineering, Inc. (VSEI) shall provide professional services as listed below:

A. Prepare Coordination Submission as follows:

- a. Plan, coordinate and monitor all construction documentation work identified.
- b. Review and Prepare Coordination Submission for possible routes of chiller lines from Cafe pavilion, Trail Head Pavilion, and Stage Pavilion.
 - i. Review Water and Sewer Service Plan
 - ii. Review Drainage Plan
- c. Revisions to Site Plan and Grading Plan to accommodate chiller line locations.
- d. Review As-Built Survey Plans received February 4, 2019 to ensure there are no changes to Site Plans, Drainage Plans, and Utility Plans (proposed sanitary and potable water services) required.
- e. Review plans from other disciplines to ensure compatibility with Civil / Site Coordination Submission.
- f. Prepare for and attend one (1) team kickoff meeting via conference call
- g. Prepare for and attend three (3) one-hour team meetings via conference call

B. Prepare Final Submission as follows:

- a. Incorporate comments received from Coordination Submission into Final Submission.
- b. Finalize all plans and documentation identified above, sign and seal the necessary documents and submit to LC.

Note: Mileage will be billed as reimbursable at INDOT rates. All permit Fees and Publication Costs to be paid by Client. Should VSEI be required to pay any permitting fees and associated costs, Client shall reimburse VSEI as a direct reimbursable for all fees paid by VSEI.

Proposal Letter to Land Collective

Professional Services Limitations

Only Items specifically identified in the above scope-of-work shall be included in VSEI's scope-of-work. Any items that are noted as being excluded or are not specifically identified as being included in the above scope-of-work will not be performed by VSEI. Some of the services can be provided, if requested, as additional services with a mutually agreed upon scope and fee. These items include, but are not limited to the following:

1. Additional Paper Sets of Plans/Reports, Reproduction Costs, Mailing Expenses
2. Additional Layout/Design Plans not describe above.
3. Structural Design of Vertical Elements (i.e. Landscape Elements, Retaining Walls,
4. Foundations, Etc.)
5. Structural Design of any stream crossing.
6. Section 106 Document Preparation / Compliance Coordination
7. Waters of the U.S. Report (i.e. Jurisdictional Waterway Determination)
8. Lighting Design
9. Landscaping Design
10. Irrigation Design
11. Hardscape Material Selection
12. Electrical Design
13. Gas Utility Design
14. Communications Utility Design
15. Chilled Water Utility Design beyond layout locations
16. Steam Utility Design
17. Electric Utility Design
18. Geotechnical Design (i.e. fill recommendations under foundations and footers, pavement design, subgrade treatment design, etc.)
19. Utility Coordination for Utilities other than Water and Sanitary Sewer
20. Signing Design other than Regulatory Sheet Signs along Jersey Street Realignment.
21. Traffic Signal Design
22. Riparian Corridor / Stream Restoration Design
23. Mass Grading
24. Fine Grading within Non-Hardscaped and Stream Areas
25. State and Federal Permitting Services (i.e. IDEM Section 401 WQC, IDNR
26. Construction in a Floodway Permit, USACE Section 404 Department of the Army
27. Permit)

Proposal Letter to Land Collective

SECTION 2**PROFESSIONAL FEES**

For the scope of services detailed in Section 1 of this proposal, a Lump Sum fee of Fifteen Thousand, Six Hundred Dollars (\$15,600.00) is proposed.

Any services provided by the Consultant beyond those specified in Section 1 of the proposal will be considered additional services and will be only be conducted under written Notice to Proceed by Client. All construction plans, details and specifications shall be certified by a Professional Surveyor or Professional Engineer licensed in the State of Indiana.

Reimbursable expenses if required include but not limited to the items stated above, fees charged by governmental agencies for copies of recorded documents, mailing and shipping fees, reproduction fees, and additional items as requested by client. Reimbursable fees will be billed at vendors invoice plus 15% Administrative Costs. Mileage incurred will be billed at INDOT mileage rates.

Deliverables will be Signed Electronic Adobe PDF copies of the Plans and Reports for use by the Client / Owner in obtaining local government approvals.

Payment to the Consultant for services provided to the Client is not contingent upon the results of other inspections, testing or approvals by others performed on behalf of or for the client.

No more than one invoice per month shall be submitted and shall be based on the percentage of work completed.

Cancellation of Contract: In the event of cancellation of the project, the Client is responsible for payment to the Consultant for services provided up to the time of written Notice to Cancel by the Client.

SCHEDULE

The consultant acknowledges the importance to Client of the project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule. Client understands, however, the consultant's performance must be governed by sound professional practices and is dependent upon other third party information/decisions beyond the consultant's control.

FEES FOR PROFESSIONAL SERVICES

I.	Revisions for Mechanical Equipment	\$ 10,000.00
II.	Review and Revisions to Civil Plans to the As-Built Condition	\$ <u>5,600.00</u>
TOTAL		\$ 15,600.00

LUMP SUM FEES FOR ENGINEERING SERVICES PLUS REIMBURESABLES
\$15,600.00

Proposal Letter to Land Collective

SECTION 3**CONTRACT APPROVAL**

The below acknowledges and approves of the proposed scope of services, associated fees, and standard terms and conditions.

Signature: _____

Name: _____ Date: _____

Title: _____

SECTION 4**VSEI Engineering, Inc. Standard Terms and Conditions**

Update Version 1.1

- 1.1. Compensation for Services.** VSEI Engineering, Inc. (VSEI) will submit monthly invoices for partial completion of services. Payment from Client will be due within 30 days of VSEI's invoice. VSEI will stop work if account balances become 90 days overdue. Invoices not paid within 120 days will be referred for collection and Client will be responsible for all expenses incurred by VSEI in the collection, including attorney fees.
- 1.2. Services Outside Scope of Agreement.** Services not set forth or listed in this Agreement are specifically excluded from the scope of services. If circumstances or conditions that were not originally contemplated by or known to VSEI are revealed, to the extent they affect the scope of services, VSEI may call for renegotiation of appropriate portions of this Agreement. VSEI will provide additional services upon written approval from Client or upon verbal approval from Client followed by a confirmation letter from VSEI. These additional services will be outside the scope of this Agreement and will be billed to Client at VSEI's standard hourly rates plus expenses.
- 1.3. Standard Hourly Rates.** Unless specifically noted in the written scope, VSEI shall use the current year standard hourly rates and expenses for all hourly work. The current year shall be the year in which the work is being completed. Any work completed as an Expert Witness shall be done at a rate 2.0 times the standard hourly rates.
- 1.4. Representation and Opinions.** VSEI represents that all Services provided by its members, employees, agents and representatives are performed in a professional manner in accordance with sound consulting and engineering practices and procedures.
- 1.5. Opinions of Probable Cost.** In providing opinions of probable cost, Client understands VSEI has no control over the cost or availability of labor, equipment, materials, or market conditions. VSEI's opinions of probable cost are made on the basis of professional judgment and experience. VSEI makes no warranty, expressed or implied that the costs will not vary from the opinion of probable cost.
- 1.6. Access.** Client shall arrange for access to and shall make all necessary provisions for VSEI to enter upon public and private property as required by VSEI to perform the Services required under this Agreement. Although VSEI will exercise reasonable care in performing its Services,

Proposal Letter to Land Collective

Client understands that performing some services may unavoidably cause minor disturbance to the Site, the correction of which is not part of this Agreement.

- 1.7. Limited Liability.** VSEI shall have the first and primary right to remedy any errors, omissions or defective workmanship. VSEI shall not be liable for any incidental, consequential, indirect or special damages, or for any loss of profits or business interruptions caused or alleged to have been caused, by the performance or nonperformance of Services. Client agrees that Client's sole remedy against VSEI is limited to a refund of payments made by Client for said Services, less expenses paid to subcontractors or to third parties. VSEI is not responsible for errors which result from faulty or incomplete information supplied by Client. Client also agrees to not seek damages in excess of the contractually agreed upon limitations directly or indirectly through suits by or against other parties. Client further agrees that Client shall bring no claim against VSEI or its subcontractors no later than one year after completion of Services.
- 1.8. Indemnification.** VSEI agrees to indemnify and hold harmless Client and all of its officers, directors and employees against claims, losses, penalties, fines, forfeitures, amounts paid in settlement, judgments, (including reasonable attorneys' fees) which result from any act or omission constituting gross negligence, willful misconduct or breach of fiduciary duty by any manager, agent or employee of VSEI in connection with VSEI's performance under this Agreement. Client agrees to indemnify and hold harmless VSEI and all of its managers, employees, agents, and other representatives ("Indemnitee") against costs, losses, liabilities, expenses (including reasonable attorneys' fees), and amounts paid in settlement actually incurred in connection with third party claims against any Indemnitee (collectively, "Losses") which result from any act or omission constituting negligence, misconduct, or breach of fiduciary duty by an officer, director or employee of Client in connection with this Agreement, unless such Losses are covered by insurance, in which event VSEI shall be indemnified only to the extent of any uninsured Losses. It is intended by the parties of this agreement that VSEI's services in connection with the project shall not subject VSEI's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and not withstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against VSEI, an Indiana corporation, and not against any of VSEI's individual employees, officers or directors.
- 1.9. Force Majeure.** Neither party shall be liable to the other for any costs or damages due to causes beyond its control, expressly including weather conditions. Extensions of the performance schedule (if any) shall be deemed to be automatically granted in the case of delays beyond the control of VSEI.
- 1.10. Instruments of Service.** All plans, drawings, surveys, prints, software, programs, data, specifications, photographs (including aerial) and other related items and documents prepared or furnished by VSEI pursuant to this Agreement are instruments of service in respect to this Project, and VSEI shall retain the ownership and property interests therein. Such documents are not intended or represented to be suitable for use by Client or others on extensions of this Project, on any other project, or for completions of this Project should this Agreement be terminated, nor may such documents be so reused without the express written consent of VSEI. Any reuse or modification of such documents without the consent of VSEI will be at Client's sole risk and without liability to VSEI, and Client shall indemnify and hold VSEI harmless from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom.

Proposal Letter to Land Collective

- 1.11. Governing Law; Choice of Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. At VSEI's election, Client hereby submits to the exclusive jurisdiction and venue of any court (federal, state or local) having situs within the County of Marion, State of Indiana, expressly waives personal service of process and consents to service by certified mail, postage prepaid, directed to the last known address of Client. Client hereby waives any objection to improper venue, forum non conveniens and trial by jury.
- 1.12. Client Disclosure and Lawfulness.** Client agrees to disclose to VSEI all pertinent information relative to the project including surveys, data, instructions, past reports and/or correspondence. VSEI may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof.
- 1.13. Construction Observation.** If VSEI is not contracted for Construction Observation services associated with design services, it is understood and agreed that such services will be provided for by Client. Client assumes all responsibility for interpretation of the Contract Documents and for Construction Observation and Client waives any claims against VSEI that may be in any way connected thereto.
- 1.14. Termination.** This Agreement may be terminated by either party upon 14 days written notice. Client shall nevertheless be responsible for all outstanding balances, including accounts receivable and work in process to the date of termination.
- 1.15. Assignment.** This Agreement is binding upon and inures to the benefit of the respective parties hereto, their legal representatives, successors, and assigns. Neither VSEI nor Client may assign, sublet, or transfer its interests in this Agreement without first obtaining the written consent of the other.
- 1.16. Entire Agreement.** The terms and conditions set forth herein constitute the entire understanding of the parties relating to the provision of Services as set forth in this Agreement.
- 1.17. Authorization.** All signatories represent they are duly authorized to execute this Agreement.

This agreement represents the entire understanding of parties in respect to projects and can only be modified in writing signed by both parties. Please advise VSEI immediately in writing if any terms of this agreement need to be altered.

EXHIBIT G

Lynch & Associates, Ltd. IRRIGATION CONSULTANTS COMMERCIAL • ATHLETIC FIELD • GOLF

February 5, 2019

Mr. David Elliott
Land Collective
2013 Sansom Street, 2nd Floor
Philadelphia, PA 19103

**Re: Grand Junction Plaza and Park, Westfield, IN
ADD Service
Irrigation Consulting Services**

Mr. Elliott,

In accordance with your recent request, we offer herewith our PROPOSAL to provide irrigation consulting services for the referenced project.

Lynch & Associates, Ltd, (L&A) will provide/perform the following for land Collective (LC):

TASK 1: Revise 100% Construction Documents.

NOTES:

- 1) We understand this fee proposal is in addition to the current design contract amount.
- 2) TASK 1 includes the following:
 - Revise irrigation plans as needed to reflect the addition of the screened enclosures to house mechanical equipment. Affected areas are 1) directly to the south of the Ice Rink Support Structure, and 2) area directly west of the Bike Parking area along Mill Street.
 - Changes may include mainline and lateral pipe routing, sleeve locations, and valve and sprinkler head locations.
 - One (1) submission of revised 100% Construction Document Set.
- 3) We assume all other aspects of the current design layout to remain unchanged.

Our TOTAL fees for the above-outlined SCOPE of services are as follows:

TASK 1:

TOTAL: **\$820.00**

Additional Services will be billed at then-current rates or negotiated prior to performance.
Excluded direct expenses will be added to invoices at cost.

L&A current Hourly Rates:

- Principal/Project Manager: \$160/hour
- CAD Design/Senior Associate: \$125/hour

D. Elliott ~ Irrigation - ADD Service

02/05/2019

P. 2

INVOICES will be tendered at the end of each month during which work is performed.

TERMS: Net 15 days following payment by Client.

Please call should you require additional information.

Very truly yours,

LYNCH & ASSOCIATES, Ltd.

Daniel P. Lynch

LYNCH & ASSOCIATES, LTD., Irrigation Consultants
236 Severn Drive
Annapolis, MD 21401
v: 410-224-5640

EXHIBIT H



Grand Junction Plaza Westfield, IN

Scope of Work

CONSTRUCTION DOCUMENTS

Soil Design, and Quality Assurance

Scope:

- 1.) Attend at least (4) hour web-conference(s) concerning the design concepts for the project concerning soil profiles, runoff mitigation and other soil/plant relationships.

4 hours

- a.) Provide soils guidance for the general contractor, the client, and the design team dealing with soil properties and conditions needed for a sustainable planting media.
- b.) Review concerns broached at meetings and suggest alternative solutions that would meet the landscaping concept as well as providing a viable growth medium for the plant pallet.

- 2.) Develop soil specifications for the planting palette planned by the design team for each planting application for construction documents.

12 hours

- a.) Review and recommend solutions to the technical aspects of the designed or natural soil in areas with concerns of slope, subsurface drainage, biophysical effects, and high traffic.
- b.) Assist in developing drawings for soil profiles, tree planting and maintenance, and slope stabilization designs.

- 3.) Assist in locating local sources for soils and organic materials that would meet the recommended soil specifications.

4 hours

- a.) Specify organic and soil material specifications, a schedule of test submissions, and soil material handling and staging.

- 4.) Write/edit/revise the soil specifications, drawings, and schedule soil-testing requirements for the construction documents.

14 hours

Estimated Completion Time and Cost:

Description	Quantity	Cost	Units	Fees	Expenses
Design Coordination Meetings	4	\$ 200.00	hr.	\$800	
Design, development of 50, 95, 100% CDs	12	\$ 200.00	hr.	\$2,400	
Finding and negotiating soils materials	4	\$ 200.00	hr.	\$800	
Writing of the Construction Documents	14	\$ 80.00	hr.	\$1,120	
Miscellaneous Expenses	0	\$ 100.00	hr.		\$ -
Sub Total				\$5,120	\$ -
Total				\$5,120	

Overview of Deliverables:

- 1.) Construction documents will encompass soil particle-size specifications, soil handling and placement; soil mixing procedures, soil rooting depths, internal drainage solutions, and soil organic and nutrient needs for optimal growth of the plant palette.
- 2.) Special designs for areas needing critical applications will be included.
- 3.) Soil specifications will also list the number and content of submittals for soil particle size tests, organic matter tests, and permeability tests.
- 4.) DELIVERABLES:
 - A. Construction Document Review Sessions
 - B. 100% CD Submission
- 5.) Schedule 0 to 0 Dates Subject to Change based on Client needs.



Grand Junction Plaza

Westfield, IN

Scope of Work

Soil Design, and Quality Assurance

Costs of Services:

Base Rate

Project Management:	\$ 200.00 /hour	
Clerical:	\$ 80.00 /hour	
Full Day site visit:	\$ 1,500.00 /day	
CA Site visit	\$ 1,575.00 /day	5% Markup
CA Project Management	\$ 210.00 /hour	5% Markup
Phone consultations (less than 30min):	No Charge	
Additional Site Visits	\$ 1,575.00	5% 2 year Markup
Additional Project Management	\$ 210.00	5% 2 year Markup

Estimated Total Cost over length of Project

Planting Soils Phases	Fees	Expenses	Total
Soil Investigation / Schematic Design	\$0	\$0	\$0
Design Development	\$0	\$0	\$0
Construction Documents	\$5,120	\$0	\$5,120
Construction Administration	\$0	\$0	\$0
Total	\$5,120	\$0	\$5,120

Payment Schedule

Schematic	\$0	All work up to completion of the Schematic Design
DD Payment	\$0	All work up to completion of the Design Documents
CD Payment	\$5,120	All work up to completion of the Construction Documents
Final Payment	\$0	Due upon the completion of the project
Total	\$5,120	Total



Grand Junction Plaza

Westfield, IN

Scope of Work

Soil Design, and Quality Assurance

The client will be invoiced for work at the completion of each phase listed above. Payment of CLS invoices at the Construction Document and Construction Administration phases is understood to be contingent on disbursements made to the client. Payments received within 30 days of the invoice date will be discounted at 1 percent of the total billed.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Timothy A. Craul", with a long horizontal flourish extending to the right.

Timothy A. Craul, CPSSc.
President, Craul Land Scientists, Inc.

To certify that the proposal is accepted for scope of work listed and not to exceed the total cost noted. Craul Land Scientists and the undersigned may negotiate additional services outside of items contained in this proposal at any time on a case-by-case basis under mutual agreement.

Signed

Title:

For Land Collective

JOINT USE AND MAINTENANCE AGREEMENT

Between

THE INDIANA DEPARTMENT OF TRANSPORTATION

And

THE CITY OF WESTFIELD, INDIANA

Concerning

INSTALLATION AND MAINTENANCE OF MULTI-USE PATH

EDS No. _____

This Joint Use and Maintenance Agreement (“Agreement”) is made and entered into this _____ day of _____, 2019 (hereinafter referred to as “Effective Date”) 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, Indiana (hereinafter referred to as the “CITY”), and jointly referred to as the “PARTIES.”

RECITALS

WHEREAS, Community First Bank (the “Bank”) has applied for a permit #T117246 to install a driveway and as part of the permit request, the CITY has requested that the Bank connect a multi-use path with the existing sidewalk in INDOT’s right of way at the southwest corner of State Road 32 (“SR 32”) and Oak Ridge Road as shown in Exhibit A, which is attached hereto and incorporated herein by reference (the “PATH”); and

WHEREAS, the PARTIES desire to delineate certain maintenance responsibilities, concerning the maintenance of the PATH; and

WHEREAS, the Bank will be financially responsible for the installation of the PATH, and the CITY has agreed to pay for all costs associated with future maintenance of the PATH; and

WHEREAS, the installation and maintenance will occur within the state owned or controlled right-of-way, under the jurisdiction of INDOT, as shown in Exhibit A; and

WHEREAS, it is of mutual interest for INDOT and the CITY to cooperate in maintaining the PATH for the convenience and safety of the public;

NOW, THEREFORE, the PARTIES to this Agreement hereby agree to the following terms and conditions:

ARTICLE I. PURPOSE AND TERM

1.1. Preamble. The Preamble and Recitals recorded above are incorporated by reference into this Agreement. All captions, section headings, paragraph titles and similar items are provided for

the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of this Agreement.

1.2. Purpose. The purpose of this Agreement is to delineate maintenance responsibilities and the costs associated with said installation and maintenance of the PATH. The CITY understands and agrees that if and when the PATH conflicts with the operation, maintenance, regulation, construction or reconstruction of any part of the state-owned or controlled right of way or any other state highway facility, the PATH shall be altered or removed entirely to accommodate use of INDOT highway right-of-way for state highway purposes, at no cost to INDOT.

1.3. Term. This Agreement shall be for a ten (10) year period, commencing as of the date it is approved as to form and legality by the Office of the Indiana Attorney General and shall be subject to renewal upon the same terms for four (4) successive ten (10) year periods. This Agreement shall be subject to cancellation and termination by either party upon giving the other party ninety (90) days written notice of such action. Either Party may exercise their right to renew the Agreement.

1.4. Temporary Joint Use of Right-of-Way. Subject to the terms and conditions of this Agreement, INDOT grants to the CITY, its employees and its contractors permission to enter upon the state-owned or controlled right of way, as identified in **Exhibit A** (the "Right-of-Way"), for the sole and exclusive purposes of constructing, installing, inspecting, maintaining, operating and repairing the PATH. The CITY shall notify INDOT of its intent of entering on to the Right-of-Way whenever doing so could affect flow of traffic or the safety of the traveling public on SR 32 at least ten (10) business days before commencing any such work. This includes even routine maintenance and repair activities if traffic on SR 32 may be affected. Pursuant to applicable state and federal law, for highway and limited access facilities, INDOT must grant written permission for each entry into the Right-of-Way, which must be based on specific traffic control and/or worker safety plans. Accordingly, as a condition precedent to giving effective notice, the CITY shall provide to INDOT all such traffic control and worker safety plans and other information as INDOT shall request or require in connection with granting such permission. The CITY shall not enter upon the Right-of-Way until the CITY has received written approval from INDOT, which shall not be unreasonably withheld, to enter upon the Right-of-Way. INDOT shall only be required to approve the CITY's request to enter upon the Right-of-Way if the CITY's request is consistent with all applicable federal and state laws and this Agreement.

1.5. No Interest in the Land. The parties understand that this Agreement does not: (1) grant any interest or other rights in the land, either temporarily or permanently; or (2) establish a shared-use facility which would require replacement if INDOT has a need to use the affected property for highway purposes in the future.

ARTICLE II. CITY'S RESPONSIBILITIES

2.1. Any use of the Right-of-Way permitted by this Agreement remains secondary to the interest of INDOT to use the Right-of-Way for highway or other transportation purposes. The CITY agrees that it shall surrender the Right-of-Way upon which the PATH or its infrastructure are located, whether in part or in its entirety, if, in INDOT's discretion, the Right-of-Way or any portion thereof,

is required for future expansion, modification, or maintenance of SR 32. The CITY understands and agrees that it shall not be entitled to any damages or any other compensation in the event that INDOT requires complete or partial removal of the PATH, or its infrastructure for any reason. Except in cases of emergency (i.e., eminent threat of harm to the traveling public), INDOT will provide one hundred twenty (120) days written notice to the CITY that the PATH must be removed or modified. If the PATH is not removed or modified to INDOT's satisfaction within one hundred twenty (120) days of issuance of notice under this Section, INDOT may remove the PATH and bill the CITY for costs of removal.

2.2. The CITY shall not erect any signs, sculptures or structures within the Right-of-Way without the prior approval of INDOT.

2.3. Subject to the terms and conditions of this Agreement, and prior to entering the Right-of-Way, the CITY shall apply for a right-of-way permit for all maintenance by the CITY (or other parties contracted by the CITY) within the Right-of-Way. This Agreement, in no way, binds INDOT to the issuance of any permit to the CITY. However, INDOT agrees, in good faith, to review the CITY's application, and if appropriate, issue a permit to the CITY. The CITY shall notify INDOT of its intent to enter the Right-of-Way a minimum of ten (10) business days before commencing work for approved activities as specified within this Agreement.

2.4. The CITY shall perform, or cause to be performed, all necessary routine maintenance for the PATH including without limitation, drainage, curbs, curb ramps, sidewalks and landscaping; this will also include mowing, trash removal and the removal of noxious weeds or undesirable plants at least six (6) times per year. The CITY shall remove litter prior to mowing. The CITY shall undertake maintenance of the PATH as needed to ensure the safety of the motoring public and PATH users.

2.5. In accordance with Section 2.3 of this Agreement, the CITY shall notify INDOT and submit a Maintenance of Traffic (MOT) plan thirty (30) days prior to any maintenance or construction activities if such activities require lane closures or traffic restrictions on SR 32.

2.6. In the event that future installation of lighting occurs on the PATH, the cost of the design, installation and maintenance shall be borne by the CITY or participating municipality and covered by a separate agreement between INDOT and the owner of the lighting. INDOT shall not be responsible for the costs of any fees for any utility services serving the PATH infrastructure.

2.7. When performing work required hereunder, the CITY shall at all times adhere to the traffic control measures found in the most recent version of the Manual on Uniform Traffic Control Devices, as then-currently adopted by INDOT.

2.8. The CITY shall conduct all sidewalk maintenance and reconstruction work in accordance with all applicable federal and state laws as well as INDOT and FHWA standards and good engineering practices as set forth in the following: (1) Title 23, U.S. Code, Highways, (2) the regulations issued pursuant thereto, (3) the Americans with Disabilities Act of 1990, (4) I.C. 36, and (5) the policies and procedures promulgated by INDOT and FHWA relative to the Agreement.

2.9. The CITY shall be responsible for the CITY's improvements within the Right-of-Way. To the extent permitted by law, the CITY shall indemnify and hold INDOT harmless for any claims arising out of the above-said items within the Right-of-Way. This is in addition to representations provided under Section 4.22 of this Agreement. This section of this Agreement shall survive termination of this Agreement.

2.10. After the initial construction and acceptance of the PATH, if the CITY wishes to install additional improvements within the Right-of-Way, prior to construction, the CITY shall submit a design plan to INDOT's Greenfield District for review and approval.

2.11. In the event that INDOT determines, in its sole reasonable discretion, that the CITY is not adequately maintaining the PATH, or for any other justified reason (i.e., safety concerns for either PATH users or the motoring public, change in policy, requirement for compliance with federal law or other federal mandate, etc.), INDOT may order the CITY to remove or modify the PATH at the CITY's expense. Except in cases of emergency (i.e., eminent threat of harm to the traveling public, whether on the PATH or on a highway facility), INDOT will provide ninety (90) days written notice to the CITY that the PATH must be removed or modified. If the PATH (including any accompanying structures, landscaping or lighting) is not removed or modified to INDOT's satisfaction within ninety (90) days of issuance of notice under this Section, INDOT may remove the PATH and bill the CITY for costs of removal.

2.12. Maintenance activities performed on landscaping or any portion thereof shall not create any adverse impact or interfere with the safety and travel of the motoring public.

2.13. On an annual basis, but no later than March 31st of each year, the CITY shall submit to the Greenfield District Permit Manager a maintenance plan for approval prior to commencement of any maintenance activities within the Right-of-Way. The Greenfield District Permit Manager shall promptly notify the CITY of any concerns or deficiencies in the plan.

ARTICLE III. INDOT's RESPONSIBILITIES

3.1. INDOT shall have approval authority for the CITY's installation and maintenance plans of the PATH and for any improvements on or along the PATH located within the Right-of-Way. Such review and approval shall be completed in a reasonable period of time.

3.2. INDOT shall maintain the INDOT structures which are located within the Right-of-Way.

3.3. Under no circumstances shall INDOT be responsible for any cost of construction, maintenance, operation, regulation or removal of the PATH or PATH improvements.

3.4. In the event the CITY fails to timely complete any necessary repairs, inspection, or maintenance to the PATH or remediate any damage caused in whole or in part by the PATH, in the interest of the safety of the motoring public, INDOT may complete any necessary repairs and invoice the CITY for the total cost of the repair. The CITY shall pay each invoice within thirty (30) days of issuance of the invoice. The CITY's failure to pay any invoice received from INDOT may result in removal of the PATH from the Right-of-Way.

ARTICLE IV. GENERAL PROVISIONS

4.1. Access to Records. The CITY shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Agreement, and shall make such materials available at their respective offices at all reasonable times during the period of this Agreement and for ten (10) years from the date of final payment under the terms of this Agreement, for inspection or audit by INDOT, or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT. The CITY agree that, upon request by any Party or state or federal agency, INDOT may release or make available to the agency any working papers from an audit performed by INDOT of the CITY in connection with this Agreement, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

4.2. Assignment; Successors. The CITY binds their successors and assignees to all the terms and conditions of this Agreement. Except as otherwise specifically provided herein, the CITY shall not assign or subcontract the whole or any part of this Agreement without INDOT's prior written consent.

4.3. Assignment of Antitrust Claims. As part of the consideration for this Agreement, the CITY assigns to the State all right, title and interest in and to any claims the CITY now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Agreement.

4.4. Audits. The CITY acknowledges that it may be required to submit to an audit of funds paid, if any, through this Agreement. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

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

4.6. Changes in Work. [OMITTED – NOT APPLICABLE.]

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

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the CITY, 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 agreements, 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.

B. 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 such 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.

C. The CITY also agrees by signing this Agreement that it shall require that the language of this certification be included in all contractor agreements including 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.

4.8. Compliance with Laws.

A. The CITY shall comply with all applicable federal, state, and CITY 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 thereunder after execution of this Agreement shall be reviewed by the State and the CITY to determine whether the provisions of this Agreement require formal modification.

B. The CITY 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 CITY 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 Agreement, the CITY shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this contract.** If the CITY is not familiar with these ethical requirements, the CITY 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 CITY or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Agreement immediately upon notice to the CITY and CITY. In addition, the CITY may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. [OMITTED – NOT APPLICABLE.]

D. [OMITTED – NOT APPLICABLE.]

E. [OMITTED – NOT APPLICABLE.]

F. The CITY warrants that the CITY 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 Agreement. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the State.

G. [OMITTED – NOT APPLICABLE.]

H. As required by IC §5-22-3-7:

(1) The CITY and any principals of the CITY certify that:

(A) the CITY, 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 CITY will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

(2) The CITY and any principals of the CITY certify that an affiliate or principal of the CITY and any agent acting on behalf of the CITY or on behalf of an affiliate or principal of the CITY, 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 Agreement, even if IC §24-4.7 is preempted by federal law.

4.9. Condition of Payment. [OMITTED – NOT APPLICABLE.]

4.10. Confidentiality of State Information. [OMITTED – NOT APPLICABLE.]

4.11. Continuity of Services. [OMITTED – NOT APPLICABLE.]

4.12. Debarment and Suspension.

A. The CITY certifies by entering into this Agreement 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 Agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term “principal” for purposes of this Agreement 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 CITY.

B. The CITY certifies that it has verified the state and federal suspension and debarment status for all contractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The CITY 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 Agreement.

4.13. Default by State. [OMITTED – NOT APPLICABLE.]

4.14. Disputes. [OMITTED – NOT APPLICABLE.]

4.15. Drug-Free Workplace Certification.

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the CITY hereby covenant and agrees to make a good faith effort to provide and maintain a drug-free workplace. The CITY will give written notice to the State within ten (10) days after receiving actual notice that the CITY, or an employee of the CITY, 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 Agreement 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 Agreement is in excess of \$25,000.00, the CITY certifies and agrees that it will provide a drug-free workplace by:

A. 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 CITY's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CITY'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;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CITY of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C)(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 CITY health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

4.16. Employment Eligibility Verification.

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

A. The CITY 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 CITY is not required to participate should the E-Verify program cease to exist. Additionally, The CITY is not required to participate if the CITY is self-employed and do not employee any employees.

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

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

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

4.17. Employment Option. [OMITTED – NOT APPLICABLE.]

4.18. Force Majeure. In the event that any Party is unable to perform any of its obligations under this Agreement 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 as is reasonably possible under the circumstances give notice to the other Parties and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement 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 Agreement.

4.19. 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 Agreement, this Agreement shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

4.20. Governing Law. This Agreement 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.

4.21. HIPAA Compliance. [OMITTED – NOT APPLICABLE.]

4.22. Indemnification. The CITY agrees to indemnify, defend, exculpate and hold harmless the State of Indiana, INDOT, and their officials and employees from any liability due to loss, damage, injuries, or other casualties of whatever kind, to the person or property of anyone arising out of, or resulting from the performance of this Agreement or the work connected therewith, or from the installation, existence, use, maintenance, condition, repairs, alteration or removal of any equipment or material, to the extent such liability is caused by the negligence of the CITY, including any claims arising out the Worker's Compensation Act or any other law, ordinance, order or decree. INDOT shall **not** provide indemnification to the CITY. The CITY agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State and INDOT in connection herewith in the event that the CITY shall default under the provisions of this Section.

4.23. Independent Entity; Workers' Compensation Insurance. The CITY is performing as an independent entity under this Agreement. No part of this Agreement shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the Parties. Neither Party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other Party. The CITY shall provide all necessary unemployment and workers' compensation insurance for the CITY's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Agreement.

4.24. Information Technology Enterprise Architecture Requirements. [OMITTED – NOT APPLICABLE.]

4.25. Insurance. [OMITTED – NOT APPLICABLE.]

4.26. Key Person(s). [OMITTED – NOT APPLICABLE.]

4.27. Licensing Standards. [OMITTED – NOT APPLICABLE.]

4.28. Merger & Modification. This Agreement constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, except by written agreement signed by all necessary Parties.

4.29. Minority and Women's Business Enterprises Compliance. [OMITTED - NOT APPLICABLE.]

4.30. Non-Discrimination.

A. 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, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the CITY covenants that it shall not discriminate

against any employee or applicant for employment relating to this Agreement 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 CITY 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 paragraph may be regarded as a material breach of this Agreement, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the CITY or any subcontractor.

B. INDOT is a recipient of federal funds, and therefore, where applicable, the CITY 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 CITY agrees that if the CITY employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CITY will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CITY 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, income status, limited English proficiency, or status as a veteran.)

C. During the performance of this Agreement, the CITY, for itself, its assignees and successors in interest (hereinafter referred to as the "CITY") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

1. Compliance with Regulations: The CITY 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 Agreement.

2. Nondiscrimination: The CITY, with regard to the work performed by it during the Agreement, 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 CITY shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of

the Regulation, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CITY 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 CITY of the CITY's obligations under this Agreement, 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.

4. Information and Reports: The CITY 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 CITY is in the exclusive possession of another who fails or refuses furnish this information, the CITY 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.

5. Sanctions for Noncompliance: In the event of the CITY's noncompliance with the nondiscrimination provisions of this Agreement, 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 CITY under the Agreement until the CITY complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions: The CITY shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

4.31. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised:

A. For INDOT: Greenfield District Permit Manager
INDOT Greenfield District
32 South Broadway
Greenfield, IN 46140

With Copy to: Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, IGCN 758
Indianapolis, IN 46204

B. For CITY: City Engineer
City of Westfield

4.32. Order of Precedence; Incorporation by Reference. [OMITTED – NOT APPLICABLE.]

4.33. Ownership of Documents and Materials. [OMITTED – NOT APPLICABLE.]

4.34. Payments.

A. 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 CITY 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 Agreement except as permitted by IC §4-13-2-20.

B. If the CITY has any outstanding balances on any Agreement with INDOT (including any repayment to INDOT owed under this Agreement), and such outstanding balances due to INDOT are at least sixty (60) calendar days past the due date, INDOT may proceed in accordance with IC §8-14-1-9 to invoke the powers of the Auditor of the State of Indiana to make a mandatory transfer of funds from the CITY's allocation of the Motor Vehicle Highway Account and the CITY Roads and Streets Account, if any, to INDOT's account, or INDOT may withhold or garnish payments otherwise due to the CITY from INDOT under this or any other Agreement to partially or wholly satisfy such outstanding balances. In addition, to satisfy any outstanding balance owed, INDOT reserves the right to withhold any and all distributions of discretionary federal funds normally issued or allocated to the CITY.

4.35. 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, IC §5-17-5, IC §34-54-8, and IC §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.

4.36. Progress Reports. [OMITTED – NOT APPLICABLE.]

4.37. Public Record. The CITY acknowledges that the State will not treat this Agreement as containing confidential information, and will post this Agreement on its website as required by Executive Order 05-07. Use by the public of the information contained in this Agreement shall not be considered an act of the State.

4.38. Renewal Option. This Agreement may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State

Budget Director in compliance with IC §5-22-17-4. The term of the renewed Agreement may not be longer than the term of the original Agreement.

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

4.40. Status of Claims. The CITY shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the CITY resulting from services performed under this Agreement.

4.41. Substantial Performance. This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

4.42. Taxes. The State is exempt from most state and CITY taxes and many federal taxes. The State will not be responsible for any taxes levied on the CITY or its contractors as a result of this Agreement.

4.43. Termination for Convenience. This Agreement may be terminated, in whole or in part, by INDOT whenever, for any reason, INDOT determines that such termination is in its best interest. Termination shall be effected by delivery to the CITY of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective.

4.44. Termination for Default. [OMITTED – NOT APPLICABLE.]

4.45. Travel. [OMITTED – NOT APPLICABLE.]

4.46. Indiana Veteran’s Business Enterprise Compliance. [OMITTED – NOT APPLICABLE.]

4.47. Waiver of Rights. No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State’s review, approval or acceptance of, nor payment for, the work performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the CITY shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the CITY’s negligent performance of any of the services furnished under this Agreement.

4.48. Work Standards. [OMITTED – NOT APPLICABLE.]

4.49. State Boilerplate Affirmation Clause. [OMITTED – NOT APPLICABLE.]

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Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Party, or that the undersigned is the properly authorized representative, agent, member or officer of the Party. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Party, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. **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 Agreement, the Party attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

In Witness Whereof, the PARTIES 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 agree to the terms thereof.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

CITY OF WESTFIELD, INDIANA
BOARD OF PUBLIC WORKS AND SAFETY

Andy Cook

Randy Graham

Kate Snedeker

Date: _____

STATE OF INDIANA)
)SS:
COUNTY OF: HAMILTON)

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

of Westfield, Indiana, who acknowledged the execution of the foregoing Agreement on this ____ day
of _____, 2019.

NOTARY PUBLIC (signature)

NOTARY PUBLIC (printed)

My Commission expires: _____

My County of Residence: _____

STATE OF INDIANA

Indiana Department of Transportation

Recommended for approval by:

Todd A. May

Greenfield District Deputy Commissioner

Indiana Department of Transportation

Date:_____

Executed By:

_____ (for)

Joseph McGuinness, Commissioner

Indiana Department of Transportation

Date: _____

STATE OF INDIANA)

) SS

CITY OF: _____)

Before me, a Notary Public in and for said CITY and State personally appeared _____, of the Indiana Department of Transportation, who acknowledged the execution of the foregoing Agreement on this _____ day of _____, 2019.

NOTARY PUBLIC (signature)

NOTARY PUBLIC (printed)

My Commission expires:_____

My County of Residence is:_____

APPROVALS

STATE OF INDIANA
Budget Agency

By: _____ (FOR)
Jason D. Dudich, Director

Date: _____

STATE OF INDIANA
Department of Administration

By: _____ (FOR)
Lesley A. Crane, Commissioner

Date: _____

Approved as to Form and Legality:
Office of the Attorney General

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

Date : _____

I affirm, under penalties of perjury, that all Social Security numbers have been redacted from the foregoing, and all attachments thereto, except as allowed by law.

Marjorie A. Millman

This instrument was prepared for the Indiana Department of Transportation, 100 N. Senate Avenue, Indianapolis, IN 46204, by the undersigned attorney.

Marjorie A. Millman, Attorney No. 21748-36



February 14, 2019

Mr. Johnathan Nail
City of Westfield
2728 East 171st Street
Westfield, Indiana 46038

Cardno

3901 Industrial Boulevard
Indianapolis, IN 46254
USA

Phone: +1 317 388 1982
Fax: +1 317 388 1986

www.cardno.com

Re: FW-27605 Mill Street Mitigation IDNR Non-Compliance

Dear Johnathan:

Thank you for the opportunity to provide this proposal to the City of Westfield in support of the environmental mitigation for the Mill Street Basin project.

Project Understanding

The City of Westfield received a letter from the Indiana Department of Natural Resources (IDNR) dated November 19, 2018 citing six separate violations of the permit FW-27605. A meeting was held with representatives from the IDNR, the City, and Cardno on December 19, 2018 to discuss non-compliance issues. Based on the non-compliance letter and discussion at the 12/19/2018 meeting, Cardno proposes the following scope of work.

Mill Street Basin Site

Non-compliance items #1 and #5 are specific to the Mill Street Basin site. Unauthorized grading activity has disturbed approximately 0.1 acre of the mitigation site. The following remedial measures are proposed.

- Provide seed bed preparation, native seeding (in accordance with the approved mitigation plan), and mulching of up to 0.10 acre
- Install 44 3-gallon container trees and 22 3-gallon container shrubs within the disturbed area
- Install four (4) additional mitigation signs

Fixed Fee: \$ 7,000.00

Little Eagle Creek Mitigation Site

Non-compliance item #2 is specific to the Little Eagle Creek Mitigation Site. The amount of mitigation currently constructed at the Little Eagle Creek site does not meet the acreage required as part of the approved mitigation plan. It is assumed that the acreage needed for compliance is available on City owned property adjacent to the current mitigation site and that the existing herbaceous vegetation can be left in place. The following measures are proposed.

- Install 330 3-gallon container trees within approximately 1.5 acres
- Install 165 3-gallon container shrubs within approximately 1.5 acres
- Install 330 bare root seedling trees within approximately 1.5 acres
- Install 165 bare root seedling shrubs within approximately 1.5 acres
- Install 15 mitigation signs at approximate 200 FT intervals

Fixed Fee: \$ 21,500.00

**Monon Trail Mitigation Site**

Non-compliance item #6 is specific to the Monon Trail Mitigation Site. It has been verified that recreational facilities referenced in the IDNR letter were in place prior to mitigation construction and the amount of mitigation meets the required acreage of the approved mitigation plan. The following measures are proposed.

- Install 12 mitigation signs at approximate 200 FT intervals

Fixed Fee: \$ 2,000.00

Restrictive Covenant

Non-compliance item #4 applies to all sites and notes that a restrictive covenant has not been submitted. Cardno will work with a local surveyor to prepare a restrictive covenant (easement) document for all three sites which will be recorded with the County. The boundary limits used for the restrictive covenant will follow the limits established in the engineering plans dated 2/12/2016 for the Mill Street Reconstruction Project, with the exception that the limits will be adjusted at the Little Eagle Creek Mitigation Site to encompass additional work included in this proposal.

Fixed Fee: \$ 12,500.00

Cardno will complete the above scope of services for a Lump Sum fee of **\$43,000.00**. Easement recording fees in excess of \$50 will be billed at cost in addition to the Lump Sum fee.

Assumptions:

- This fee does not include supplemental tree or shrub planting for areas currently below regulatory performance standards within undisturbed and previously established mitigation boundaries.
- This fee does not include engineering services associated with establishing new planting limits.

Thank you again for the opportunity to submit this proposal. Please let me know if you have any questions or concerns. We look forward to working with you on this project.

Best Regards,

A handwritten signature in blue ink, appearing to read 'Jeff N. Spicer'.

Jeffrey N. Spicer, PE, CPESC
Senior Project Scientist
for Cardno
Direct Line: +1 317 388 0145
Email: Jeffrey.Spicer@cardno.com



February 27, 2019

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:

- Sobczak Construction Services, The Reserve on South, Bond #1163661, \$323,248.73, Streets/Curbs, Storm Sewer, Erosion Control & ROW Improvements
- Chatham Hills, LLP, Chatham Hills, Section 5, Bond #2607991, \$882,417.80, Streets/Curbs, Storm Sewer, Sidewalk, & Erosion Control
- Pulte Homes of Indiana, Westchester, Section 1, Bond #30061983, \$424,620.64, ROW
- Pulte Homes of Indiana, Westchester, Section 1, Bond & Rider #30061984, \$96,318.77, Erosion Control

Performance Bond Release

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

- The Sullivan Corporation, Bridgewater Center-21st Amendment, Bond #5041460, \$59,246.00, Water, Sanitary Sewer, Storm Sewer & Erosion Control
- Pulte Homes of Indiana, Andover North, Section 1, Bond #929600432, \$479,072.33, Storm Infrastructure
- Pulte Homes of Indiana, Andover North, Section 1, Bond #929599778, \$38,912.41, Multi Use HMA Path
- Pulte Homes of Indiana, Andover North, Section 1, Bond #929599779, \$71,692.48, Erosion Control Items
- Pulte Homes of Indiana, Andover North, Section 1, Bond #929599777, \$18,771.50, Public Walks

- Pulte Homes of Indiana, Andover North, Section 1, Bond #929600431, \$213,581.50, Pavement Improvements, Stone Base, Asphalt & Curbs
- Pulte Homes of Indiana, Andover North, Section 1, Bond #929600433, \$12,237.50, Signage
- Herman & Kittle Properties, Casey Acres Apartments, Bond #929584573, \$3,300.00, Signage
- Herman & Kittle Properties, Casey Acres Apartments, Bond #929584572, \$243,268.30, Sidewalks
- Herman & Kittle Properties, Casey Acres Apartments, Bond #929584571, \$24,802.80, Erosion Control
- Herman & Kittle Properties, Casey Acres Apartments, Bond #929584570, \$460,222.40, Streets
- Herman & Kittle Properties, Casey Acres Apartments, Bond #929584569, \$26,947.80, Curbs
- Herman & Kittle Properties, Casey Acres Apartments, Bond #929584567, \$206,052.00, Storm Sewers
- Design & Build Corporation, Metric Seals, Bond #B-0371024, \$19,097.00, Storm Sewer
- CalAtlantic Homes of Indiana, Ashford Place, Section 2, Bond #024072890, \$12,579.60, Common Area Sidewalks

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:

- Herman & Kittle Properties, Casey Acres Apartments, Bond #929584572, \$20,885.80, Sidewalks
- Herman & Kittle Properties, Casey Acres Apartments, Bond #929584567, \$22,401.40, Storm Sewer
- Herman & Kittle Properties, Casey Acres Apartments, Bond #929584571, \$4,562.50, Erosion Control
- Herman & Kittle Properties, Casey Acres Apartments, Bond #929584569, \$47,779.00, Streets/Curbs
- Design & Build Corporation, Metric Seals, Bond #B0371032, \$3,624.00, Storm Sewer & Erosion Control
- CalAtlantic Homes of Indiana, Ashford Place, Section 2, Bond #024072890-M, \$1,143.60, Common Area Sidewalks

Maintenance Bond Release

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

- Langston Development, Oak Manor, Section 3, Bond #1102507, \$3,344.00, Common Sidewalks & Pathways
- Langston Development, Oak Manor, Section 4B, Bond #1102508, \$31,547.00, Streets, Curbs, Storm Sewer, Sidewalks & Erosion Control
- Harding Group, Springmill Park, Section 1, Bond #B1221824, \$17,839.20, Streets & Path
- Weihe Construction, Springmill Park, Section 1, Bond #929624423, \$36,293.00, Storm Sewer & Subsurface Drains
- M&C Concrete, Springmill Park, Section 1, Bond #1224327, \$5,630.70, Concrete Curb & Common Area Walks
- Delello & Sons Asphalt Paving, Spring Orchard at Springmill Trails, Section 1, Bond #7641637, \$13,010.00, Stone, Binder & Surface
- Weihe Construction, Spring Orchard at Springmill Trails, Section 1, Bond #929599246, \$2,800.00, Curb
- D&R Excavating, Spring Orchard at Springmill Trails, Section 1, Bond #INC45635, \$27,520.00, Storm Sewer & Sub Surface Drain
- Weihe Construction, Spring Orchard at Springmill Trails, Section 1, Bond #929599247, \$2,290.00, Sidewalk
- Spring Orchard, LLC, Spring Orchard at Springmill Trails, Section 1, Bond #091114-2, \$5,370.00, Erosion Control

Letters of Credit Release

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

- Throgmartin-Henke Development, Bridgewater Club, G6 & G7, LOC #18118269-00-000, \$60,403.00, Streets, Curbs, & Storm Sewer
- Throgmartin-Henke Development, Bridgewater Club, D4 & K3, LOC #18118268-00-000, \$88,763.00, Streets, Curbs, & Storm Sewer
- Throgmartin-Henke Development, Bridgewater Club, Setters Road, LOC #18118270-00-000, \$10,500.00, Streets & Storm Sewer
- Pedcor, Oak Park, Section 2, LOC #6252724-82 (formerly 6243839-82), \$134,279.57, Erosion Control
- Lake City Bank, Oak Park, Section 2, LOC #6243839-84, \$509,648.00, Storm Sewer

- Throgmartin-Henke, Bridgewater M-1 (The Moorings), Maintenance LOC #18123517-00-000, \$50,398.00, Streets/Curbs, Storm Sewer, Sidewalk, Trail, & Erosion Control

PARK IMPACT FEE CREDIT AGREEMENT

This PARK IMPACT FEE CREDIT AGREEMENT (“Agreement”) is made and entered into as of the ____ day of February, 2019, by and between the City of Westfield, Indiana, (the “City”) and Pulte Homes of Indiana, LLC, an Indiana Coporation, and CalAtlantic Homes of Indiana, Inc. nka Lennar, an Indiana Corporation (the “Developers”) as follows:

WHEREAS, Westfield desires to assist development and integrate improvements of complementary infrastructure collaboratively with the development community;

WHEREAS, the development community desires to assist Westfield in its efforts to improve the Westfield associated infrastructure;

WHEREAS, as the developers wish to develop a new residential planned development to be known as Westgate (the “Development”);

WHEREAS, park impact fees are required to be paid to Westfield by the Developers in accordance with City Ordinance 12-31;

WHEREAS, Developers desire to construct a portion of the Midland Trace Trail through the Development in substantial compliance with the alignment illustrated in **Exhibit A** (the “Trail”);

WHEREAS, the Developers wish to receive park impact fee credits to offset the cost associated with constructing the Trail.

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, the parties do hereby agree as follows:

- 1) Developers shall prepare cost estimates associated with construction of the Trail prior to initiating construction of the Trail.
- 2) The Director of Public Works shall review and approve such estimates prior to construction of the Trail, such approval shall not be unreasonably withheld.
- 3) Developers shall construct the Trail.
- 4) For any portion of the Trail constructed outside of a street right-of-way, Developers shall dedicate the Trail corridor and adjacent real estate in substantial compliance with that identified in **Exhibit B** to the City at no cost to City.
- 5) Developers shall receive park impact fee credits in an amount equal to the cost of constructing the Trail.
- 6) Any costs associated with Preliminary Engineering, Permitting or Land cost are not creditable.

- 7) Any notice, statement, demand, or other communication required or permitted to be given, rendered or made shall be addressed as indicated below:

If to Westfield:

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

With a copy to:

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

If to Developer:

Pulte Homes of Indiana, LLC
Attn: David Compton, Director of Land Acquisition, Carmel
11590 N. Meridian Street, Suite 530
Carmel, IN 46032

CalAtlantic Homes of Indiana, Inc. nka Lennar
Attn: Keith Lash, VP Land Acquisition and Development, Indianapolis
9025 N. River Road, Suite 100
Indianapolis, IN 46240

With a copy to:

Nelson & Frankenberger, LLC
550 Congressional Blvd., Suite 210
Carmel, IN 46032
Attn: Jim Shinaver

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ALL OF WHICH IS APPROVED THIS _____ DAY OF _____ 2019.

WESTFIELD BOARD OF PUBLIC WORKS & SAFETY

Andy Cook

Randy Graham

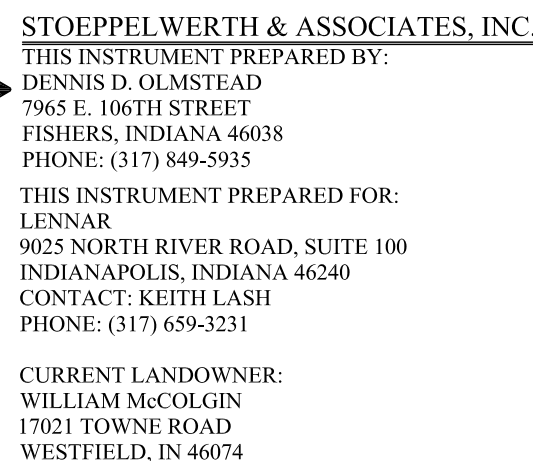
Kate Snedeker

ATTEST:

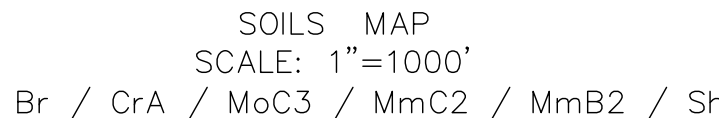
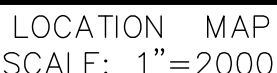
Cindy J. Gossard, Clerk Treasurer

This document prepared by
Caleb Ernest
City of Westfield, Associate Planner
(317) 519-8630

EXHIBIT A
THE DEVELOPMENT



WESTFIELD, INDIANA PUD ZONING



TOTAL SITE = 230.885
TOTAL LOTS - 676
DENISTY (of residential acreage) - 2.92 u/a
TOTAL COMMON AREA = 86ac± (37%)

 11/30/18
DENNIS D. OLMSTEAD
REGISTERED LAND SURVEYOR
NO. 900012



PLANS PREPARED BY:

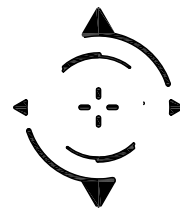
STOEPPELWERTH & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
7965 E. 106TH STREET, FISHERS, INDIANA 46038
PHONE: (317)-849-5935
FAX: (317)-849-5942
CONTACT PERSON: DENNIS D. OLMSTEAD
EMAIL: DOLMSTEAD@STOEPPELWERTH.COM



Know what's **below**.
Call before you dig.

INDEX	
SHT.	DESCRIPTION
C001-C002	COVER SHEET / INFORMATION SHEET
C101-C124	PRIMARY PLAT / DEVELOPMENT PLAN

REVISIONS	
SHT.	DESCRIPTION
ALL	REV. PER TAC COMMENTS 1-25-19 GDK
ALL	REV. PER COMMENTS 2-8-19 GDK
ALL	REV. PER TOWNE ROAD RE-ALIGNMENT DESIGN 2-14-19 GDK



STOEPPELWERTH & ASSOCIATES, INC.
THIS INSTRUMENT PREPARED BY:
DENNIS D. OLMSTEAD
7965 E. 106TH STREET
FISHERS, INDIANA 46038
PHONE: (317) 849-5935

THIS INSTRUMENT PREPARED FOR:
LENNAR
9025 NORTH RIVER ROAD, SUITE 100
INDIANAPOLIS, INDIANA 46240
CONTACT: KEITH LASH
PHONE: (317) 659-3231

CURRENT LANDOWNER:
WILLIAM McCOLGIN
17021 TOWNE ROAD
WESTFIELD, IN 46074

STREET DATA		ALLEY DATA	
171st STREET	4,591.28 L.F.	ALLEY A	643.98 L.F.
STREET A	4,572.76 L.F.	ALLEY B	618.04 L.F.
STREET B	829.11 L.F.	ALLEY C	502.00 L.F.
STREET C	620.89 L.F.	ALLEY D	452.41 L.F.
STREET D	832.09 L.F.	ALLEY E	418.19 L.F.
STREET E	940.30 L.F.	ALLEY F	178.00 L.F.
STREET F	763.43 L.F.	ALLEY G	595.72 L.F.
STREET G	2,309.44 L.F.	ALLEY H	437.17 L.F.
STREET H	947.00 L.F.	ALLEY I	482.77 L.F.
STREET I	702.21 L.F.	ALLEY J	553.51 L.F.
STREET J	574.49 L.F.	ALLEY K	468.05 L.F.
STREET K	1,689.98 L.F.	ALLEY L	148.38 L.F.
STREET L	1,939.20 L.F.	ALLEY M	835.77 L.F.
STREET M	1,557.32 L.F.	ALLEY N	724.01 L.F.
STREET N	871.06 L.F.	ALLEY O	341.00 L.F.
STREET O	882.27 L.F.	ALLEY P	127.00 L.F.
STREET P	590.53 L.F.	ALLEY Q	989.89 L.F.
STREET Q	280.07 L.F.	ALLEY R	127.00 L.F.
STREET R	1,359.11 L.F.	ALLEY S	341.00 L.F.
STREET S	1,100.30 L.F.	ALLEY T	548.00 L.F.
STREET T	528.00 L.F.	ALLEY U	533.25 L.F.
STREET U	1,098.93 L.F.	ALLEY V	723.55 L.F.
TOTAL	29,579.77 L.F.	TOTAL	10,788.69 L.F.

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD BEARING	CHORD	DELTA
C1	90.36'	500.00'	45.30'	N84°38'12"W	90.23'	10°21'15"
C2	69.52'	800.00'	34.78'	S81°56'57"E	69.50'	4°58'44"
C3	523.26'	800.00'	271.38'	N76°49'25"E	513.99'	37°28'34"
C4	198.64'	800.00'	99.83'	N50°58'20"E	198.13'	14°13'36"
C5	160.05'	2000.00'	80.07'	S46°09'05"W	160.01'	4°35'07"
C6	509.48'	2000.00'	256.13'	S55°44'30"W	508.10'	14°35'44"
C7	68.99'	2000.00'	34.50'	S64°01'40"W	68.98'	1°58'35"
C8	90.11'	300.00'	45.40'	N56°24'39"E	89.77'	17°12'35"
C9	221.42'	300.00'	116.03'	S68°57'01"W	216.43'	42°17'19"
C10	111.65'	300.00'	56.48'	N79°14'36"W	111.01'	21°19'28"
C11	113.87'	300.00'	57.63'	S79°27'16"E	113.19'	21°44'49"
C12	239.68'	300.00'	126.65'	N67°20'40"W	233.36'	45°46'34"
C13	10.04'	107.00'	5.02'	N48°13'55"E	10.04'	5°22'36"
C14	72.55'	107.00'	37.73'	N70°20'38"E	71.17'	38°50'50"
C15	168.69'	107.00'	107.61'	S45°04'08"E	151.75'	90°19'38"
C16	39.95'	50.00'	21.11'	N67°20'40"W	38.89'	45°46'34"
C17	34.57'	300.00'	17.31'	S3°23'46"W	34.55'	6°36'11"
C18	34.57'	300.00'	17.31'	N3°23'46"E	34.55'	6°36'11"
C19	78.17'	50.00'	49.63'	S44°52'58"W	70.45'	89°34'36"
C20	47.89'	50.00'	25.96'	S27°20'33"E	46.08'	54°52'26"
C21	48.18'	200.00'	24.21'	S61°40'49"E	48.06'	13°48'06"
C22	56.68'	150.00'	28.68'	S79°24'24"E	56.35'	21°39'05"
C23	65.85'	500.00'	32.97'	N9°20'04"E	65.80'	7°32'46"
C24	136.47'	500.00'	68.66'	N20°55'36"E	136.05'	15°38'18"
C25	61.07'	500.00'	30.57'	N32°14'43"E	61.04'	6°59'55"
C26	45.14'	450.00'	22.59'	S32°52'14"W	45.13'	5°44'53"
C27	252.71'	450.00'	129.79'	S13°54'30"W	249.40'	32°10'35"
C28	126.64'	500.00'	63.66'	N5°04'33"E	126.30'	14°30'41"
C29	356.02'	200.00'	246.95'	S38°39'55"E	310.84'	101°59'36"
C30	33.79'	300.00'	16.91'	N86°26'08"W	33.77'	6°27'11"
C31	435.00'	300.00'	265.79'	N41°40'09"W	397.88'	83°04'46"
C32	43.65'	500.00'	21.84'	S9°17'30"W	43.63'	5°00'05"
C33	133.05'	75.00'	92.02'	N50°58'21"E	116.27'	101°38'23"
C34	116.86'	75.00'	74.06'	N44°29'11"W	105.40'	89°16'41"
C35	152.44'	800.00'	76.45'	N6°20'01"E	152.21'	10°55'04"
C36	62.80'	300.00'	31.51'	S6°20'05"W	62.68'	11°59'36"
C37	99.98'	500.00'	50.16'	N6°36'11"E	99.81'	11°27'25"
C38	190.93'	500.00'	96.64'	S70°56'35"E	189.77'	21°52'44"
C39	58.24'	500.00'	29.15'	S85°47'19"E	58.21'	6°40'26"
C40	226.62'	150.00'	141.26'	N47°35'37"E	205.67'	86°33'44"
C41	244.62'	150.00'	159.28'	N42°24'23"W	218.40'	93°26'16"
C42	121.61'	250.00'	62.03'	S75°11'23"E	120.42'	27°52'17"
C43	492.65'	962.00'	251.85'	N81°26'11"E	487.29'	29°20'31"
C44	151.33'	962.00'	75.82'	N62°15'32"E	151.18'	9°00'48"
C45	50.27'	100.00'	25.68'	S37°38'07"E	49.74'	28°48'05"
C46	160.80'	225.00'	84.01'	S72°30'34"E	157.40'	40°56'50"
C47	103.51'	150.00'	53.91'	N67°14'53"E	101.47'	39°32'16"
C48	38.23'	215.00'	19.17'	S37°00'30"E	38.18'	10°11'16"
C49	330.49'	215.00'	207.89'	S86°08'20"E	298.90'	88°04'23"
C50	188.37'	300.00'	97.40'	N29°29'30"E	185.29'	35°58'31"
C51	201.34'	300.00'	104.63'	N7°43'20"W	197.58'	38°27'09"
C52	63.05'	150.00'	32.00'	N11°58'58"W	62.58'	24°04'55"
C53	16.20'	100.00'	8.12'	N4°41'53"E	16.18'	9°16'48"
C54	35.58'	100.00'	17.98'	N19°31'56"E	35.40'	20°23'19"
C55	46.48'	150.00'	23.43'	N38°36'10"E	46.29'	17°45'09"
C56	125.22'	150.00'	66.52'	S66°26'13"E	121.62'	47°49'56"
C57	83.48'	100.00'	44.35'	S23°33'47"W	81.08'	47°49'56"
C58	241.97'	155.00'	153.50'	N44°55'31"E	218.14'	89°26'37"
C59	74.57'	100.00'	39.11'	S68°50'29"W	72.85'	42°43'27"
C60	111.85'	150.00'	58.67'	N21°09'31"W	109.28'	42°43'27"
C61	37.13'	150.00'	18.66'	N49°36'42"W	37.03'	14°10'55"
C62	56.98'	150.00'	28.84'	N67°35'06"W	56.64'	21°45'52"
C63	134.93'	800.00'	67.63'	N1°11'06"W	134.77'	9°39'49"
C64	554.40'	638.00'	296.07'	N68°45'10"E	537.12'	49°47'17"
C65	170.29'	2162.00'	85.19'	S46°06'55"W	170.24'	4°30'46"
C66	553.51'	2162.00'	278.28'	S55°42'22"W	552.00'	14°40'07"
C67	74.54'	2162.00'	37.27'	S64°01'41"W	74.54'	1°58'31"
C68	9.80'	138.00'	4.90'	N62°58'55"E	9.80'	4°04'04"
C69	31.47'	138.00'	15.80'	N54°24'55"E	31.40'	13°03'54"
C70	21.90'	2000.00'	10.95'	S64°42'08"W	21.90'	0°37'38"
C71	594.65'	2000.00'	299.53'	S55°52'15"W	592.46'	17°02'08"
C72	121.97'	2000.00'	61.00'	S45°36'21"W	121.95'	3°29'39"
C73	315.36'	500.00'	163.12'	N61°55'40"E	310.16'	36°08'16"
C74	34.79'	500.00'	17.40'	N81°59'23"E	34.78'	3°59'12"
C75	48.74'	800.00'	24.38'	N7°45'44"W	48.74'	3°29'27"
C76	334.48'	450.00'	175.39'	S11°47'09"W	326.83'	42°35'14"
C77	234.75'	353.00'	121.90'	S9°32'37"W	230.45'	38°06'10"
C78	84.66'	450.00'	42.46'	S38°28'09"W	84.54'	10°46'46"
C79	29.77'	2485.00'	14.89'	S44°12'08"W	29.77'	0°41'11"
C80	126.19'	2485.00'	63.11'	S46°00'00"W	126.18'	2°54'34"
C81	376.00'	250.00'	233.83'	S2°22'07"E	341.55'	86°10'20"
C82	290.40'	175.00'	191.25'	N78°19'17"W	258.21'	95°04'46"
C83	510.20'	2485.00'	256.00'	S53°20'12"W	509.31'	11°45'49"
C84	219.89'	2200.00'	110.04'	S62°04'55"W	219.80'	5°43'36"
C85	451.81'	2200.00'	226.70'	S53°20'06"W	451.02'	11°46'00"
C86	137.96'	2200.00'	69.00'	S45°39'19"W	137.93'	3°35'34"
C87	2.71'	2200.00'	1.36'	S64°58'50"W	2.71'	0°04'14"

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD BEARING	CHORD	DELTA
C88	411.13'	5000.00'	205.68'	S2°11'30"W	411.01'	4°42'40"
C89	396.89'	5000.00'	198.55'	N2°16'24"E	396.79'	4°32'53"
C90	448.40'	1010.00'	227.96'	S12°43'04"W	444.73'	25°26'14"
C91	610.36'	535.00'	343.25'	N7°14'49"W	577.80'	65°22'01"

AMENDED PRIMARY PLAT / DEVELOPMENT PLAN

for WESTGATE

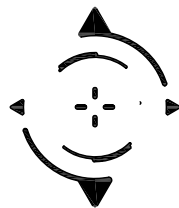
WESTFIELD, INDIANA
PUD ZONING

PLANS PREPARED BY:

STOEPPELWERTH & ASSOCIATES, INC.
CONSULTING ENGINEERS & LAND SURVEYORS
7965 E. 106TH STREET, FISHERS, INDIANA 46038
PHONE: (317)-849-5935
FAX: (317)-849-5942
CONTACT PERSON: DENNIS D. OLMSTEAD
EMAIL: DOLMSTEAD@STOEPPELWERTH.COM



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Call before you dig.



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DENNIS D. OLMSTEAD
7065 E. 106TH STREET
FISHERS, INDIANA 46038
PHONE: (317) 849-5935
THIS INSTRUMENT PREPARED FOR:
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9025 NORTH RIVER ROAD, SUITE 100
INDIANAPOLIS, INDIANA 46240
CONTACT: KEITH LASH
PHONE: (317) 659-3231
CURRENT LANDOWNER:
WILLIAM MCGILGIN
17021 TOWNE ROAD
WESTFIELD, IN 46074

WESTGATE

AMENDED PRIMARY PLAT

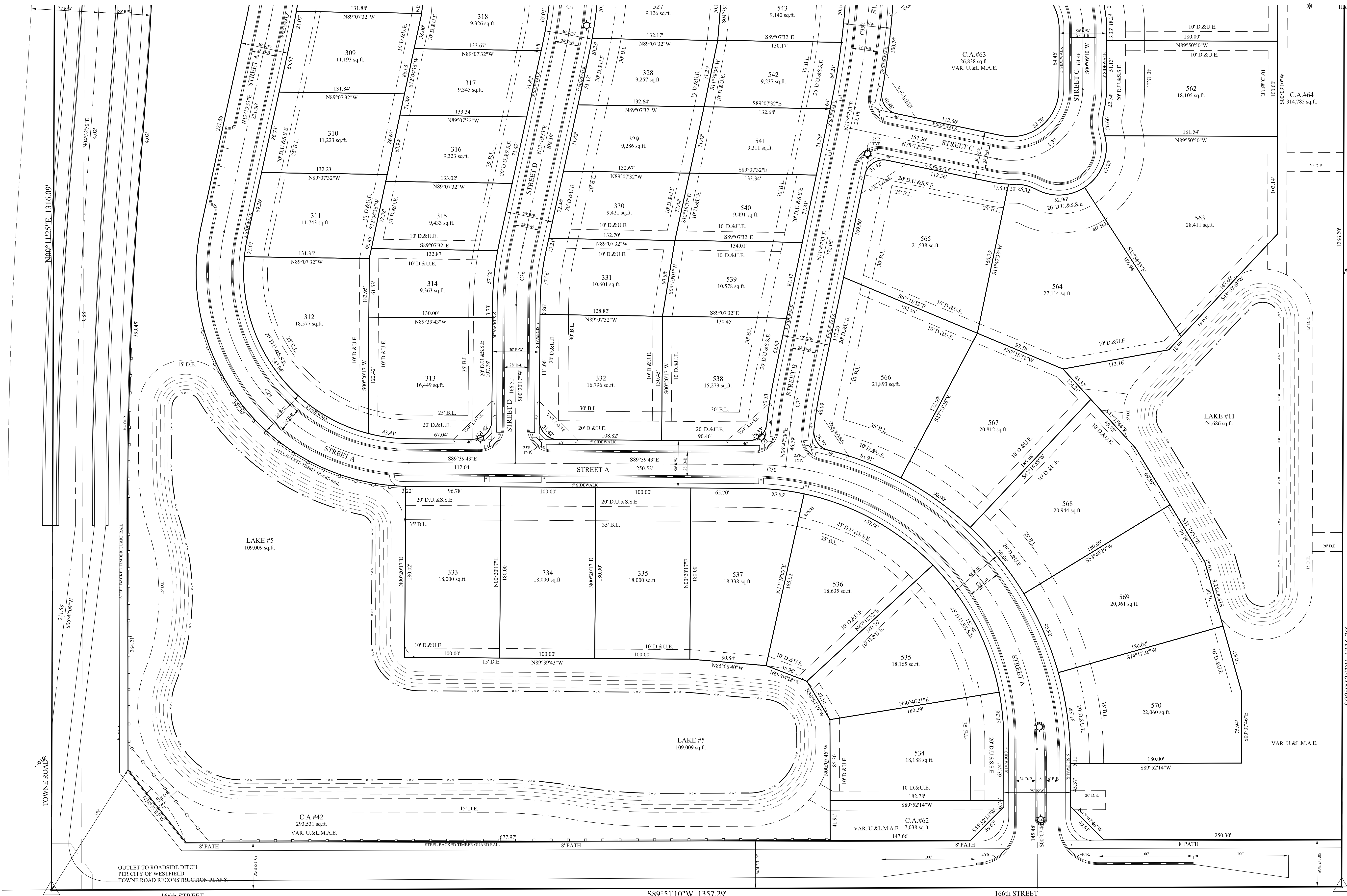
ZONING PUD

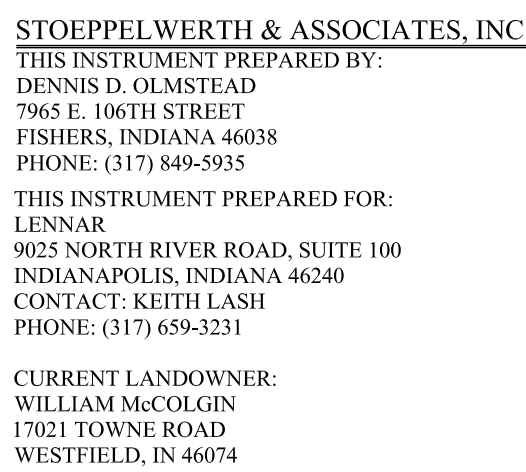
TOTAL SITE = 230.885
TOTAL LOTS = 670
DENSITY (of residential acreage) - 2.91 u/a
TOTAL COMMON AREA = 83.25ac ± (36%)

Note:
The area shown on the plat as "private drive"
(aka alleys) including, without limitation shall be maintained
as a private drive, and the undersigned owners, and their
successors and assignees, hereby waive all rights to petition
the City of Westfield to be responsible for the maintenance and
ownership of such private streets.

LEGEND

- | | |
|----------|---------------------------------------|
| 30 | LOT NUMBER |
| S.S.E. | SANITARY SEWER EASEMENT |
| D.&U.E. | DRAINAGE & UTILITY EASEMENT |
| L.O.S.E. | LINE OF SITE EASEMENT |
| D.E. | DRAINAGE EASEMENT |
| I.E.E. | INGRESS EGRESS EASEMENT |
| L.M.A.E. | LANDSCAPE MAINTENANCE ACCESS EASEMENT |
| B.L. | BUILDING LINE |
| R/W | RIGHT OF WAY |
| B-B | BACK TO BACK OF CURB |
| * | HANDICAP RAMP |





LEGEND	
	LOT NUMBER
1.E.	SANITARY SEWER EASEMENT
2.U.E.	DRAINAGE & UTILITY EASEMENT
3.S.E.	LINE OF SITE EASEMENT
4.E.	DRAINAGE EASEMENT
5.	INGRESS EGRESS EASEMENT
6.A.E.	LANDSCAPE MAINTENANCE ACCESS EASEMENT
7.	BUILDING LINE
8.W	RIGHT OF WAY
9	BACK TO BACK OF CURB
	HANDICAP RAMP

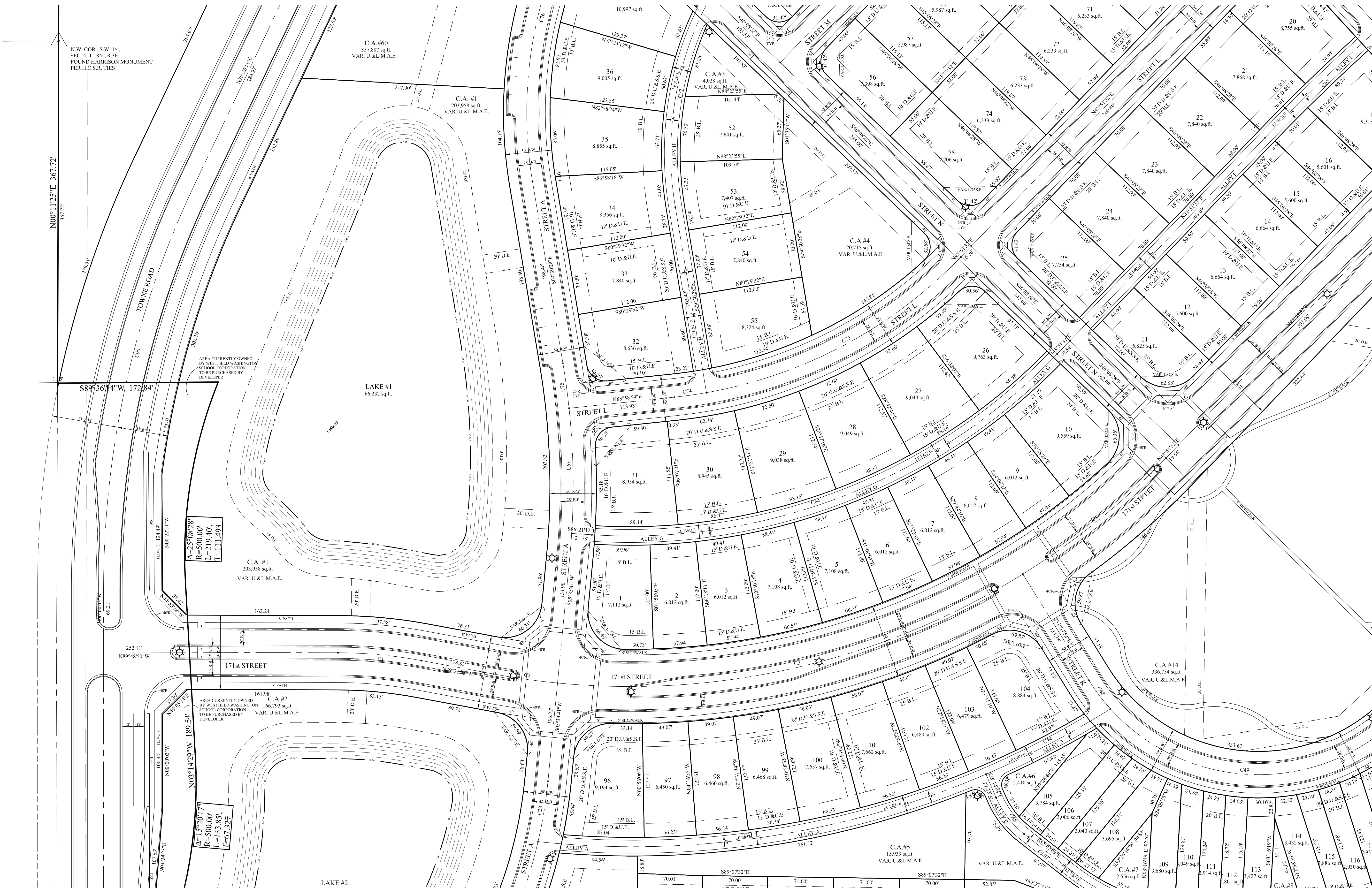
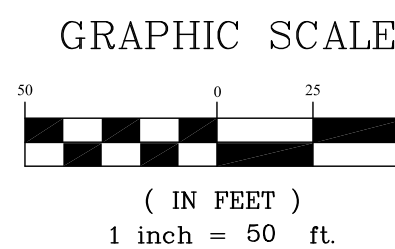
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WESTGATE

AMENDED PRIMARY PLAT

ZONING PUD



DENNIS D. OLMSTEAD
REGISTERED
No.
900012
STATE OF
INDIANA
LAND SURVEYOR

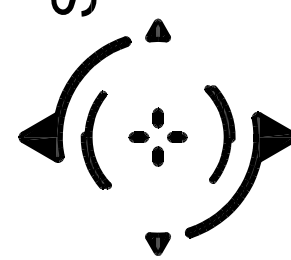
THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION

PPFI WERTH

ALWAYS ON.

7965 East 106th Street, Fishers, IN 46038-2505

Phone: (317) 849-5935 Fax: (317) 849-5942



AMENDED PRIMARY PLAT

WESTGATE

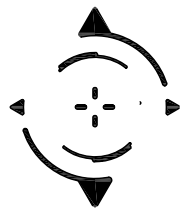
HAMILTON CO., INDIANA

PREPARED FOR:

SECTION: 4	TOWNSHIP: 18N	RANGE: 3E
DRAWN BY: LAF		CHECKED BY: GDK
SHEET NO.		

C103

S & A JOB NO.
50855LEN

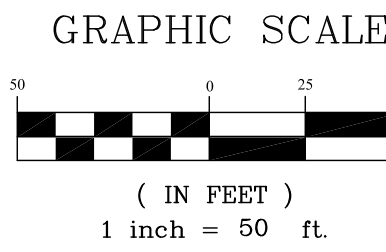


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DENNIS D. OLMSHEAD
7965 E. 106TH STREET
FISHERS, INDIANA 46038
PHONE: (317) 849-5935
THIS INSTRUMENT PREPARED FOR:
LENNVAR
9025 NORTH RIVER ROAD, SUITE 100
INDIANAPOLIS, INDIANA 46240
CONTACT: KEITH LASH
PHONE: (317) 659-3231
CURRENT LANDOWNER:
WILLIAM MCOLGIN
17021 TOWNE ROAD
WESTFIELD, IN 46074

WESTGATE

AMENDED PRIMARY PLAT

ZONING PUD

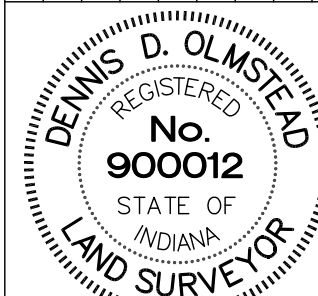


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LEGEND

- | | |
|----------|---------------------------------------|
| 30 | LOT NUMBER |
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| D.&U.E. | DRAINAGE & UTILITY EASEMENT |
| L.O.S.E. | LINE OF SITE EASEMENT |
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| I.E.E. | INGRESS EGRESS EASEMENT |
| L.M.A.E. | LANDSCAPE MAINTENANCE ACCESS EASEMENT |
| B.L. | BUILDING LINE |
| R/W | RIGHT OF WAY |
| B-B | BACK TO BACK OF CURB |
| * | HANDICAP RAMP |



THIS DRAWING IS NOT INTENDED TO BE
A SUBSTITUTE FOR A PROFESSIONAL
ORIGINAL BOUNDARY SURVEY A ROUTE
SURVEY OR A SURVEYOR LOCATION
REPORT.

CERTIFIED: 11/30/18

[Signature]

STOEPPELWERTH

ALWAYS ON.

7965 East 106th Street, Fishers, IN 46038-2905
Phone: (317) 849-5935 Fax: (317) 849-5942

AMENDED PRIMARY PLAT

WESTGATE

WASHINGTON TOWNSHIP HAMILTON CO., INDIANA

PREPARED FOR:

SECTION:	TOWNSHIP:	RANGE:
4	18N	3E
DRAWN BY:	CHECKED BY:	
LAF	GDK	

SHEET NO.

C105

S & A JOB NO.
508551LEN

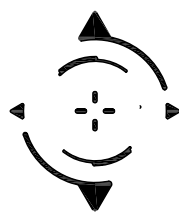


Know what's below.
Call before you dig.

NOW OR FORMERLY
ROBERT W. &
DIANE A. MOORE
INSTR. No. 1987-8562
ZONED AG-SF1

APPROXIMATE LIMITS OF
ZONING DISTRICT
AS DERIVED FROM FIRM
COMMUNITY PANEL No. 18057C 0115 G
DATED NOVEMBER 19, 2014

PLAYGROUND
1,500 sq. ft. ±

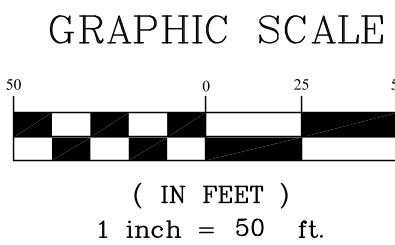


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AMENDED PRIMARY PLAT

ZONING PUD

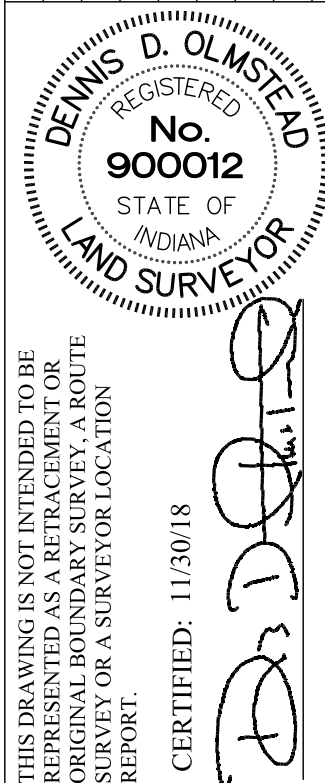


TOTAL SITE = 230.885
TOTAL LOTS - 670
DENSITY (of residential acreage) - 2.91 u/a

TOTAL COMMON AREA = 83.25ac± (36%)

Note:
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LEGEND	
30	LOT NUMBER
S.S.E.	SANITARY SEWER EASEMENT
D.&U.E.	DRAINAGE & UTILITY EASEMENT
L.O.S.E.	LINE OF SITE EASEMENT
D.E.	DRAINAGE EASEMENT
I.E.E.	INGRESS EGRESS EASEMENT
L.M.A.E.	LANDSCAPE MAINTENANCE ACCESS EASEMENT
B.L.	BUILDING LINE
R/W	RIGHT OF WAY
B-B	BACK TO BACK OF CURB
*	HANDICAP RAMP



STOEPPELWERTH
ALWAYS ON.
7965 East 106th Street, Fishers, IN 46038-2905
Phone: (317) 849-5935 Fax: (317) 849-5942

AMENDED PRIMARY PLAT
WESTGATE

PREPARED FOR:

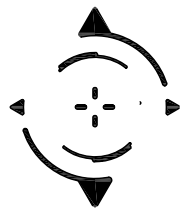
SECTION: 4	TOWNSHIP: 18N	RANGE: 3E
DRAWN BY: LAF	CHECKED BY: GDK	

SHEET NO. C106

S & A JOB NO. 508551EN



Know what's below.
Call before you dig.



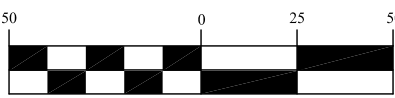
STOEPPELWERTH & ASSOCIATES, INC.
THIS INSTRUMENT PREPARED BY:
DENNIS D. OLMSTEAD
7065 E. 106TH STREET
FISHERS, INDIANA 46038
PHONE: (317) 849-5935
THIS INSTRUMENT PREPARED FOR:
LENNAR
9025 NORTH RIVER ROAD, SUITE 100
INDIANAPOLIS, INDIANA 46240
CONTACT: KEITH LASH
PHONE: (317) 659-3231
CURRENT LANDOWNER:
WILLIAM MCGOLGIN
17021 TOWNE ROAD
WESTFIELD, IN 46074

WESTGATE

AMENDED PRIMARY PLAT

ZONING PUD

GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

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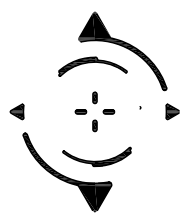
STOEPPELWERTH
ALWAYS ON.
7065 East 106th Street, Fishers, IN 46038-2905
Phone: (317) 849-5935 Fax: (317) 849-5942

AMENDED PRIMARY PLAT
WESTGATE

PREPARED FOR:
SECTION: 4 TOWNSHIP: 18N RANGE: 3E
DRAWN BY: LAF CHECKED BY: GDK
SHEET NO. C107
S & A JORN NO. 508551LEN



811
Know what's below.
Call before you dig.



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7965 E. 106TH STREET
FISHERS, INDIANA 46038
PHONE: (317) 849-5935
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WESTFIELD, IN 46074

WESTGATE

AMENDED PRIMARY PLAT

ZONING PUD

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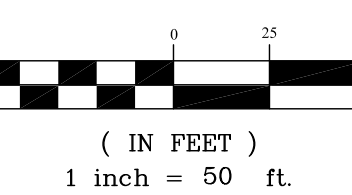
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R/W	RIGHT OF WAY
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*	HANDICAP RAMP

N.E. COR. S.W. 1/4,
SEC. 4, T.18N., R.3E.
FOUND HARRISON
MONUMENT
PER H.C.S.R. TIES
P.O.C. COMMITMENT
& SURVEYED DESCRIPTIONS

GRAPHIC SCALE

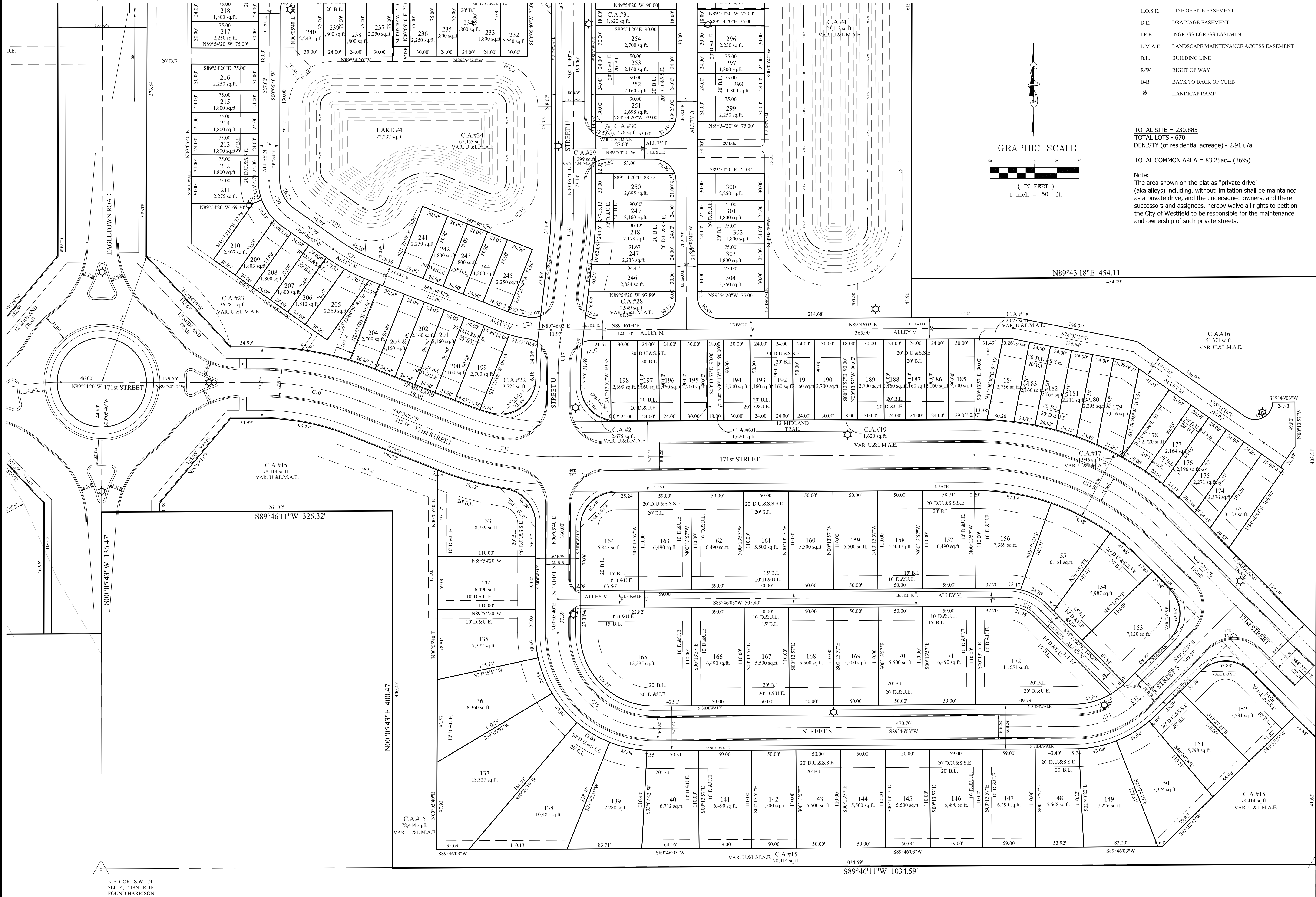




WESTGATE

AMENDED PRIMARY PLAT

ZONING PUD



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THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY OR A SURVEYOR LOCATION REPORT

CERTIFIED: 11/30/18

STOEPPELWERTH

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COGZ 8C0045 All 'SIAISI' 'SIAISI' 1993 COGZ

Phone: (317) 849-3933 Fax: (317) 849-3942

AMENDED PRIMARY PLAT

WESTGATE

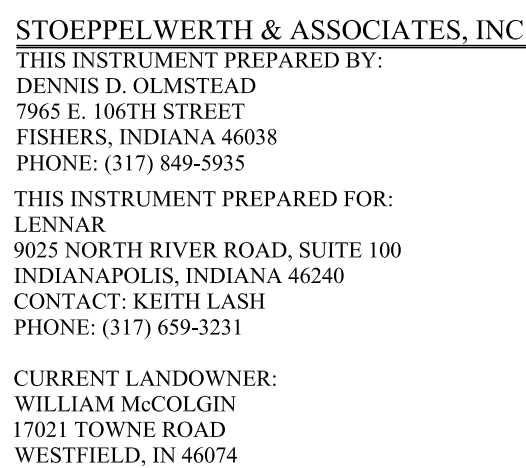
HAMILTON CO. INDIANA

SECTION: 4	TOWNSHIP: 18N	RANGE: 3E
DRAWN BY: LAF		CHECKED BY: GDK

C110

S & A JOB NO.
50855LEN

S & A JOB NO.
50855LEN



WESTGATE

AMENDED PRIMARY PLAT

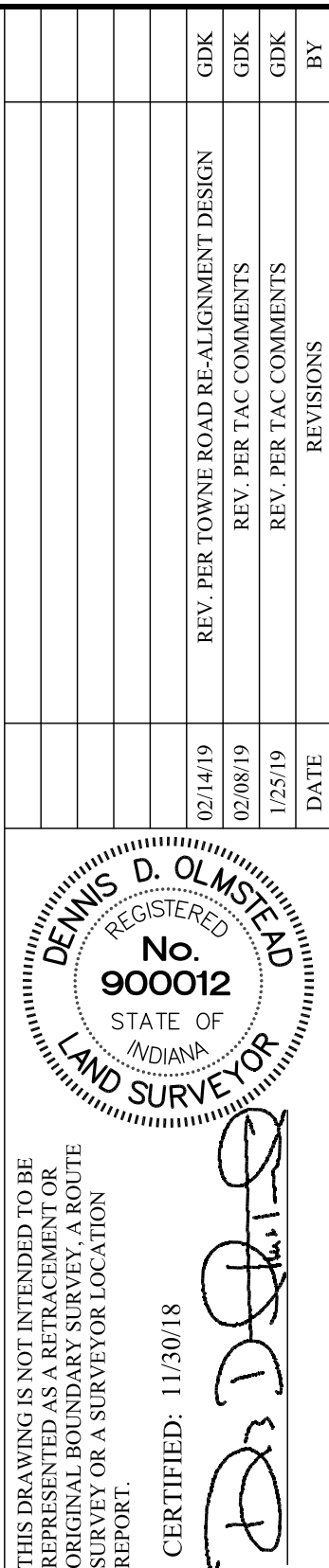
ZONING PUD

LEGEND

- | | |
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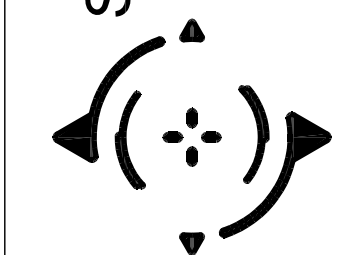
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OEPPEL WERTH

ALWAYS ON.

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AMENDED PRIMARY PLAT

PREPARED FOR:

WESTGATE

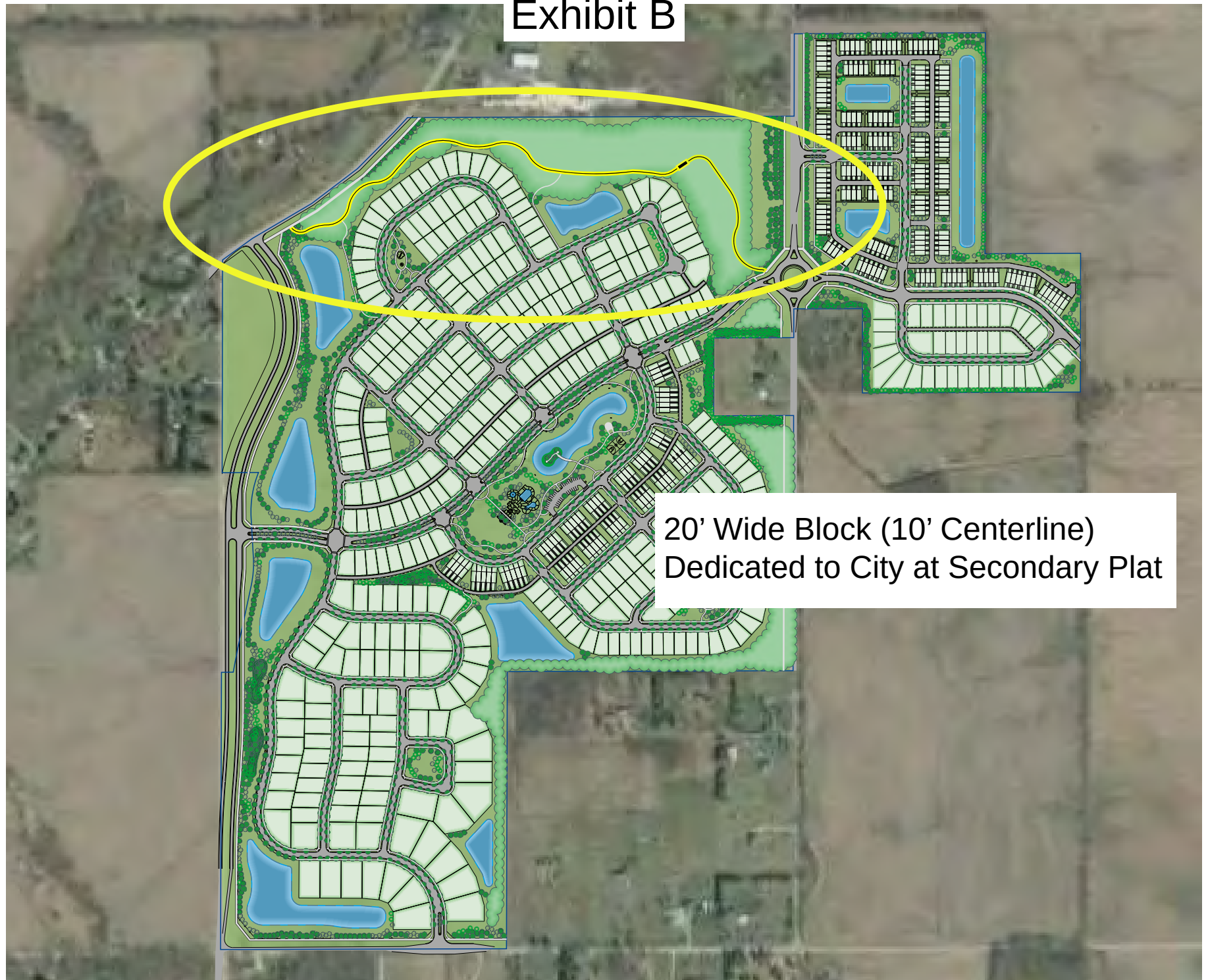
WASHINGTON TOWNSHIP
HAMILTON CO., INDIANA

SECTION: 4	TOWNSHIP: 18N	R 8
DRAWN BY: LAF	CHECKED BY: GD	
SHEET NO. C111		
S & A JOB NO. 50855LEN		

S & A JOB NO.
50855LEN

EXHIBIT B

Exhibit B



20' Wide Block (10' Centerline)
Dedicated to City at Secondary Plat

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY January 23, 2019

The Westfield Board of Public Works and Safety met on January 23, 2019 at the Westfield Public Works Conference Room. Present were, Mayor Cook, Randy Graham, Kim Strang, Records Manager and Brian Zaiger, legal counsel.

Randy Graham called the meeting to order at 1:02 PM

AGENDA ITEMS:

Action Item #1: Meeting Minutes Consideration for Approval:

Mayor Cook made the motion to approve the December 12, 2018 meeting minutes as presented. Kate Snedeker seconded. Vote: Yes-3; No-0. Motion carried.

CONTRACTS/AGREEMENTS

Action Item #2: Pro-X Agreement for Right of Entry

Brian Zaiger presented explaining Pro-X owns property at 191st Street and requires utility access across property owned by the City. The City wishes to allow the right of entry to allow access.

Kate Snedeker made the motion to approve the agreement. Randy Graham seconded. Vote: Yes-2; No-0. (Mayor Cook abstained) Motion carried.

Action Item #3: GAI Consultants-Hourly On-Call Contract

Dustin Shoe presented, stating this contract would allow GAI to perform professional services on a work order basis. Details of the contract and established hourly rates were given.

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

Action Item #4: GAI Consultants Work Order #1 (Towne Road North Extension)

Dustin Shoe presented stating the work order would cover the preliminary alignment and right-of-way needs for the Towne Road North Extension project. The work order has a not to exceed amount of \$5,000.

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

CONSENT AGENDA:

WPD-Approval to Hire Police Officer (s)

Ditch Road South Extension Construction Plan Approval

Nancy Street R/W Vacation

Drainage Easement at Grassy Branch Commercial Subdivision Vacation

January Bond Information

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

DEPARTMENT REPORTS:

Fire- No report

Police- No report

Public Works- No report

With no further business Mayor Cook made the motion to adjourn. Kate Snedeker seconded.
The meeting was adjourned at 1:10 PM

Deputy Clerk-Treasurer

Board of Public Works and Safety