



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda_02_23_2022

Wednesday, February 23, 2022 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, February 23, 2022 at 01:00 PM

MEETING PLACE: Westfield City Hall- Assembly Room

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

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Action Item #1:

Approval of Minutes from January 26, 2022 Meeting

Documents: [January 26 Minutes](#)

Bid Approval

NONE

Construction Standards & Specifications Changes

NONE

Change Orders

NONE

Contracts/Agreements

Action Item #2:

Epcon Westfield Road Impact Fee Credit Agreement

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

Action Item #3:

BirJax Group d/b/a Puddle Jumpers, Inc. & City of Westfield – Professional Consulting Agreement – 2022 Stormwater

Documents: [2022 Stormwater Agreement - Puddle Jumpers](#) | [2022 Westfield Proposal Stormwater](#)

Action Item #4:

Signing Authority – BF&S & City of Westfield – Mule Barn Road Widening Professional Engineer Contract

Documents: [Mule Barn Road Signing Authority](#)

Action Item #5:

WSP & City of Westfield – On-Call Task Order #28

Documents: [WSP Task Order #28](#)

Action Item #6:

VS Engineering & City of Westfield – Design Contract - Midland Trace Trail Gap Project

Documents: [VS Design Contract](#)

Action Item #7:

StreetScan & City of Westfield – Automated Asset Management Proposal

Agreements and/or Memorandum of Understanding (MOU)

Action Item #8:

White River Alliance & City of Westfield – Regional MS4 Public Education & Public Involvement Program

Documents: [Westfield Memorandum of Understanding Regional MS4](#) | [2022 Dues Westfield MS4](#)

Consent Agenda

February Bond Information

Documents: [February Bond List](#)

Department Reports

Fire

Police

Documents: [WPD January Report](#)

Public Works

PROFESSIONAL CONSULTING AGREEMENT

This **Professional Consulting Agreement** (the “**Agreement**”) is made and entered into this ____ day of _____, 2022, by and between BirJax Group dba Puddle Jumpers, Inc., an Indiana Corporation, (“**Puddle Jumpers**”) with an address of PO BOX 971, Westfield, Indiana 46074, and The City of Westfield (“**The City of Westfield**”) with an address of 2706 East 171st St, Westfield, IN 46074 (collectively, the “**Parties**”).

WHEREAS, the Parties have identified various stormwater maintenance areas which they wish to lend their various expertise, relationships and acumen in an effort to manage those areas in the best management practices.

WHEREAS, the Parties desire to enter into a written agreement for the terms and conditions under which Puddle Jumpers will provide professional consulting services to The City of Westfield.

NOW THEREFORE in consideration of the foregoing and the mutual agreements and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term.** This Agreement shall be for the term of 2022 year, with a commencement date of April 1, 2022 (“**Commencement Date**”). Unless otherwise terminated in accordance with the terms and conditions hereof, the Agreement may be renewed each anniversary of the Commencement Date with the written mutual agreement of the Parties.
2. **Professional Services.**
 - a. **Scope.** Puddle Jumpers shall, as an independent contractor of The City of Westfield, provide to The City of Westfield the professional consulting services listed on the City of Westfield- Stormwater proposal (“**Proposal**”), attached hereto and incorporated herein as Exhibit “A”. Puddle Jumpers shall assist The City of Westfield with maintenance areas in their stormwater management plan that have been agreed upon between the Parties, which shall include, but not be limited to those services provided in the Proposal.

3. **Compensation.**

- a. **Compensation:** This is a not to exceed amount of \$49,725. Payment for the "Wet" services will be due April 15th in the amount of \$13,250. Payment for the "Dry" services will be billed after the first spray occurrence in the total amount of \$36,475. (Typically, June will be first treatment)

4. **Mutual Termination.** The Parties may, upon mutual agreement, agree to terminate this Agreement with thirty (30) days advance notice.

5. **Non-Discrimination.** Puddle Jumpers agrees that it, and its subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

6. **E-Verify.** Pursuant to Ind. Code § 22-5-1.7-11, Puddle Jumpers, by entering into this Agreement with The City of Westfield, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. Puddle Jumpers is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists. Puddle Jumpers hereby states that it does not knowingly employ an unauthorized alien. Puddle Jumpers further affirms that it will enroll in the E-Verify program, and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

7. **Non-Appropriation.** The Parties acknowledge that The City of Westfield is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the initial term or subsequent term of this Agreement, The City of Westfield's fiscal body should fail to appropriate sufficient funds to continue this Agreement, it will become null and void. The City of Westfield shall not be obligated to perform unless and until sufficient funds are appropriated. The City of Westfield agrees to seek funding for the continuation of this Agreement during each budget cycle during the initial

term or subsequent term of this Agreement. The City of Westfield agrees to inform Puddle Jumpers in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all services provided prior to exhaustion of the appropriated funds.

8. **Governing Law and Venue.** This Agreement shall be governed, construed, and enforced in accordance with laws of the State of Indiana. Hamilton County courts shall have exclusive jurisdiction of any legal action arising out of this Agreement or performance of the Services.
9. **Waiver.** The Parties agree that the failure to enforce any provision or obligation under this Agreement shall not constitute a waiver thereof, or serve as a bar to the subsequent enforcement of any such provision or obligation under this Agreement.
10. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. No understanding, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be supplemented or amended, except by written agreement signed by both Parties.
11. **Severability.** The invalidity of any section, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this Agreement.
12. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be considered an original, but all of which together constitute one Agreement. Delivery of this Agreement may be accomplished by facsimile.
13. **Assignment.** Neither Party may assign or transfer this Agreement in whole or in part, without written consent from the other Party.
14. **Headings.** The headings of this Agreement are for reference only, and shall not limit or otherwise affect the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective the date written above.

BirJax Group dba Puddle Jumpers

City of Westfield

E Signature: *Shane Floyd* 2/9/2022

By: Shane Floyd, Managing Member
Public Works

By: Jeremy Lollar, Director



INVOICE

Date 1/7/2022 **Invoice #** WRA2022_MS4_008

Terms **Due Date**
Upon Receipt

Bill To:
Wes Rood
City of Westfield
2706 E 171st St
Westfield, IN 46074

Description	Total Value	Billed to Date	Due
2022 Upper White Membership Dues			\$1,000.00
2022 Regional MS4 Program Dues			\$6,000.00

CURRENT TOTAL	\$7,000.00	
PREVIOUS BALANCE		
TOTAL BALANCE DUE	\$7,000.00	THANK YOU

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

January 2022

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Westfield Police Department

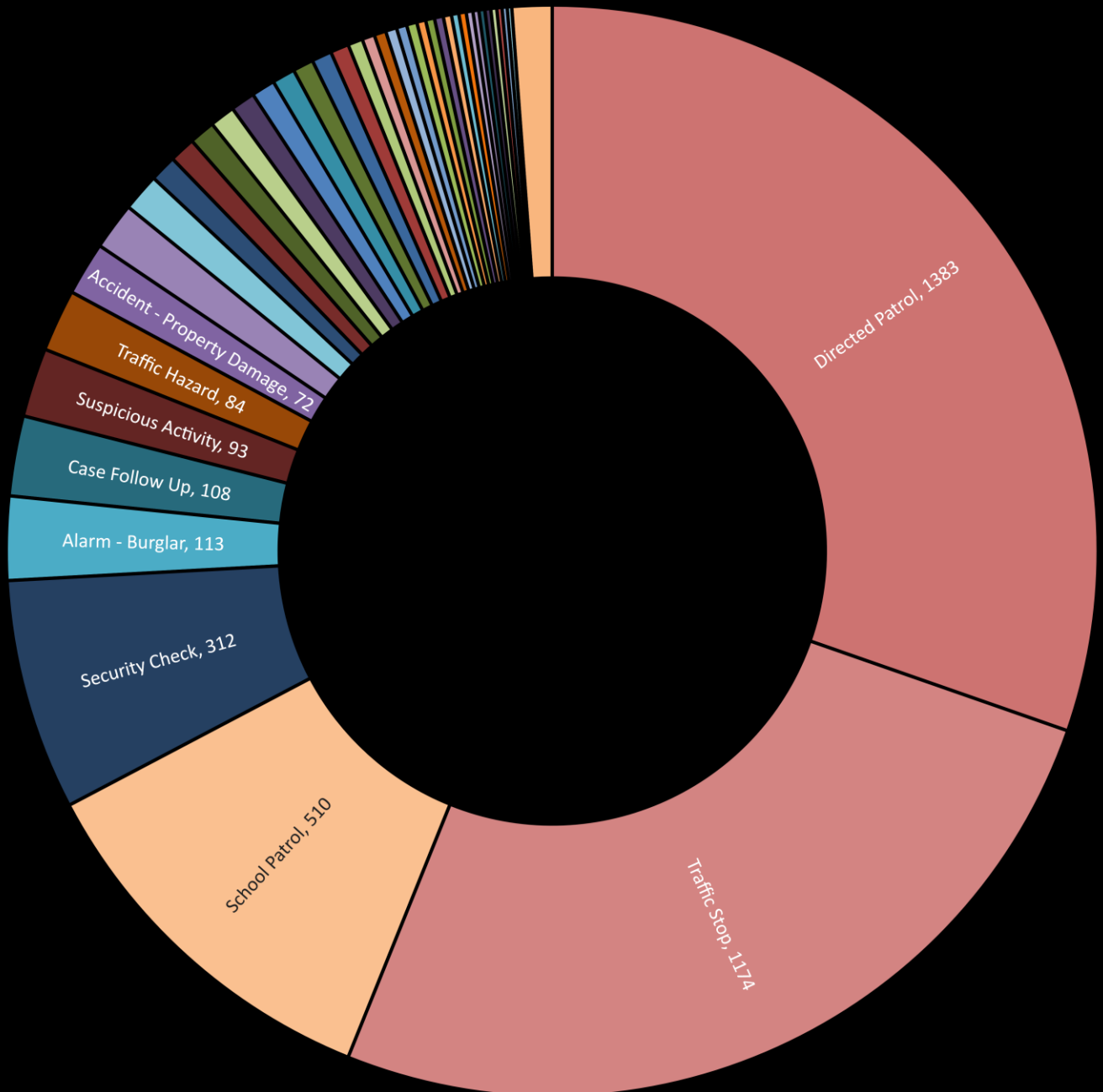
January 2022

Events by Nature

Incident Type	Count	Incident Type Cont.	Count Cont.
911 Hang Up	32	K9 Detail	3
Abandoned Vehicle	7	Kidnapping	0
Abandonment	0	Lock Out	31
Abuse / Neglect	1	Loud Party	1
Accident - Hit & Run PD	14	Mental Emotional - Violent	2
Accident - Hit & Run PI	1	Mental Emotial/Suicide Attempt	1
Accident - Other	0	Mental Person	10
Accident - Property Damage	72	Miscellaneous	15
Accident - Personal Injury	4	Missing Person	2
Accident - Sinking Vehicle	1	Missing Person - PLS	0
Accident - Unknown	1	New Call	0
Accelerator Stuck	0	Nuisance	3
Active Assailant	0	Ordinance Misc.	17
Alarm - Other	0	Parking Complaint	8
Alarm - Vehicle	2	Physical Disturbance	9
Alarm - Burglar	113	Product Contamination	0
Alarm - Hold Up	12	Reckless Activity	6
Animal Bite / Attack	3	Road Rage	1
Animal Complaint	36	Robbery	1
Assist Fire	35	Runaway	2
Assist Other Department	28	School Patrol	510
Assist Public	33	Security Check	312
Battery	3	Sex Offense	3
Bomb Device Found	0	Shooting	0
Bomb Threat	0	Solicitor	2
Burglary	2	Special Detail	0
Carjacking	0	Stabbing	0
Case Follow Up	108	Suicide	0
Child Seat Inspection	0	Suspicious Activity	93
Civil Dispute	16	Suspicious Package	0
Criminal Mischief	14	Suspicious Person	0
Damage to Property	0	Test	0
Death Investigation	0	Theft	35
Directed Patrol	1383	Theft - From a Vehicle	8
Disturbance	20	Theft - of a Vehicle	3
Driving Complaint	64	Theft Shoplifter	0
Drug Complaint	10	Threat to Life	1
Drug Lab	1	Threatening Suicide	8
Escort	4	Tow Release	0
Fight	0	Traffic Hazard	84
Firearms Shots Fired	1	Transport	0
Found / Lost Property	11	Trespassing	7
Found Person	0	Traffic Stop	1174
Fraud Prescription	0	Unknown Call for Police	0
Fraud / Deception	27	VIN Check	34
Harassment	25	Wanted	0
Intoxicated Person	3	Warrant Service	8
Investigation	12	Weapons Complaint	2
Jail Incident	0	Welfare Check	51
Juvenile Complaint	12	Total	4558

Westfield Police Department
January 2022

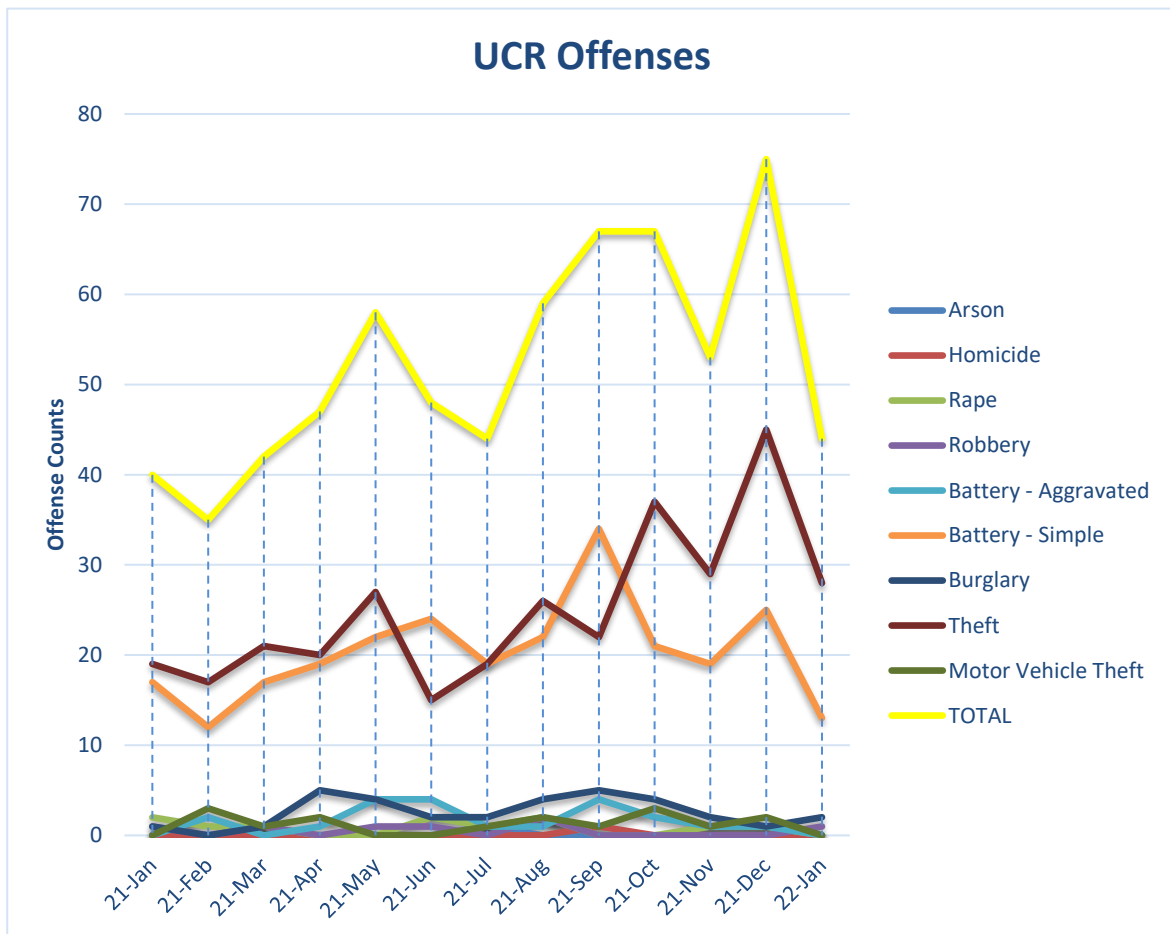
Monthly Events by Incident Type
January 2022



Westfield Police Department
January 2022

UCR OFFENSES

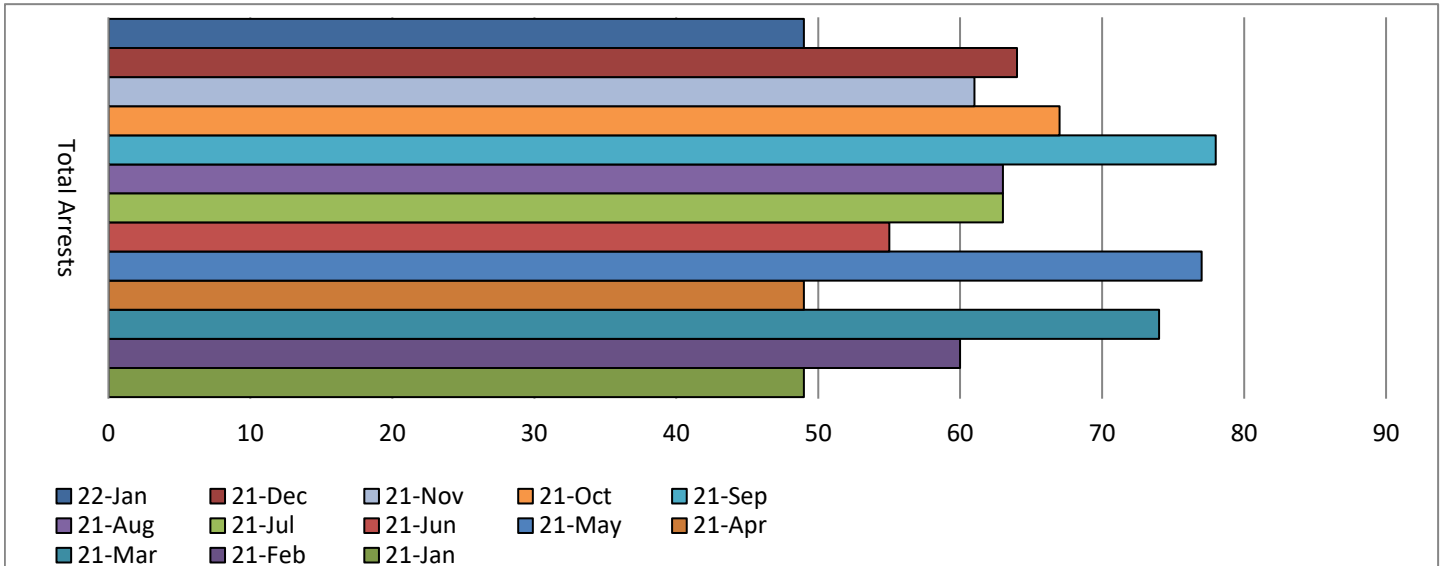
OFFENSE	21-Jan	21-Feb	21-Mar	21-Apr	21-May	21-Jun	21-Jul	21-Aug	21-Sep	21-Oct	21-Nov	21-Dec	22-Jan
Arson	0	0	0	0	0	0	1	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	1	0	0	0	0
Rape	2	1	1	0	0	2	1	2	0	0	1	1	0
Robbery	1	0	1	0	1	1	0	2	0	0	0	0	1
Battery - Aggravated	0	2	0	1	4	4	1	1	4	2	1	1	0
Battery - Simple	17	12	17	19	22	24	19	22	34	21	19	25	13
Burglary	1	0	1	5	4	2	2	4	5	4	2	1	2
Theft	19	17	21	20	27	15	19	26	22	37	29	45	28
Motor Vehicle Theft	0	3	1	2	0	0	1	2	1	3	1	2	0
TOTAL	40	35	42	47	58	48	44	59	67	67	53	75	44



Westfield Police Department

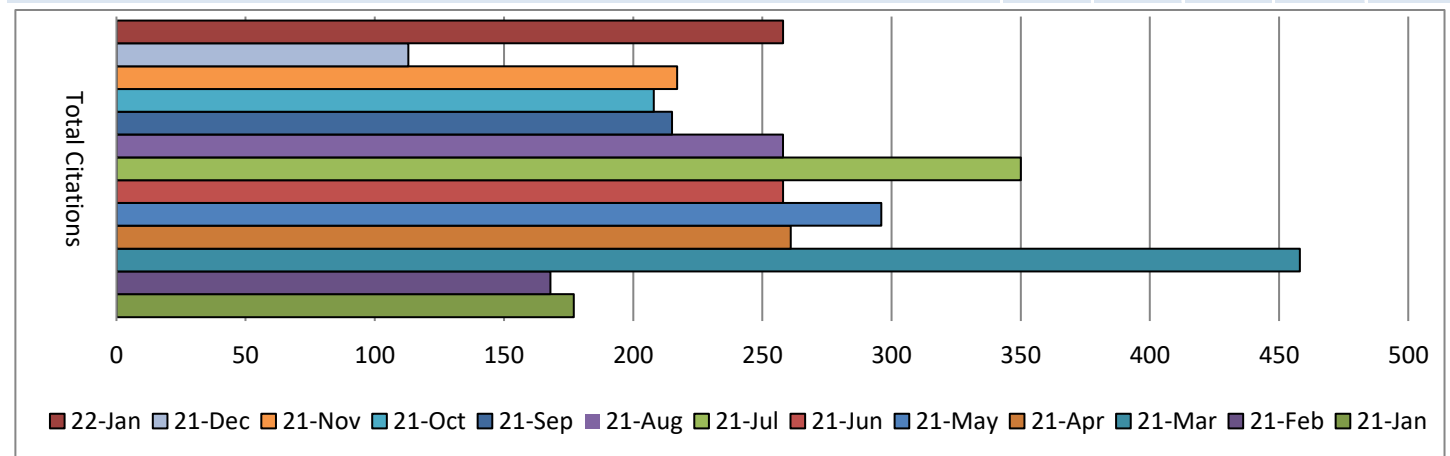
January 2022

Arrest Reports Taken	21-Jan	21-Feb	21-Mar	21-Apr	21-May	21-Jun	21-Jul	21-Aug	21-Sep	21-Oct	21-Nov	21-Dec	22-Jan
Alcohol/ Drug Related	26	26	34	13	31	19	21	33	28	19	22	28	25
Felony Charges	29	44	35	63	35	20	34	40	32	26	34	26	15
Misdemeanor Charges	71	75	124	85	88	59	78	80	78	83	74	75	67
Total Arrests	49	60	74	49	77	55	63	63	78	67	61	64	49



Traffic	21-Jan	21-Feb	21-Mar	21-Apr	21-May	21-Jun	21-Jul	21-Aug	21-Sep	21-Oct	21-Nov	21-Dec	22-Jan
Total Citations	177	168	458	261	296	258	350	258	215	208	217	113	258
Total Written Warning	558	604	1184	1118	1048	1027	1553	1158	956	971	1161	788	1225
Total Traffic Accidents	46	54	49	52	66	98	54	71	69	78	81	84	75
Property Damage	41	50	45	47	56	82	48	60	59	69	76	77	75
Personal Injury	5	4	4	5	10	16	6	11	10	9	5	7	0
Fatality	0	0	0	0	0	0	0	0	0	0	0	0	0
Hit and Run*	5	4	10	6	9	10	4	11	6	15	6	8	10

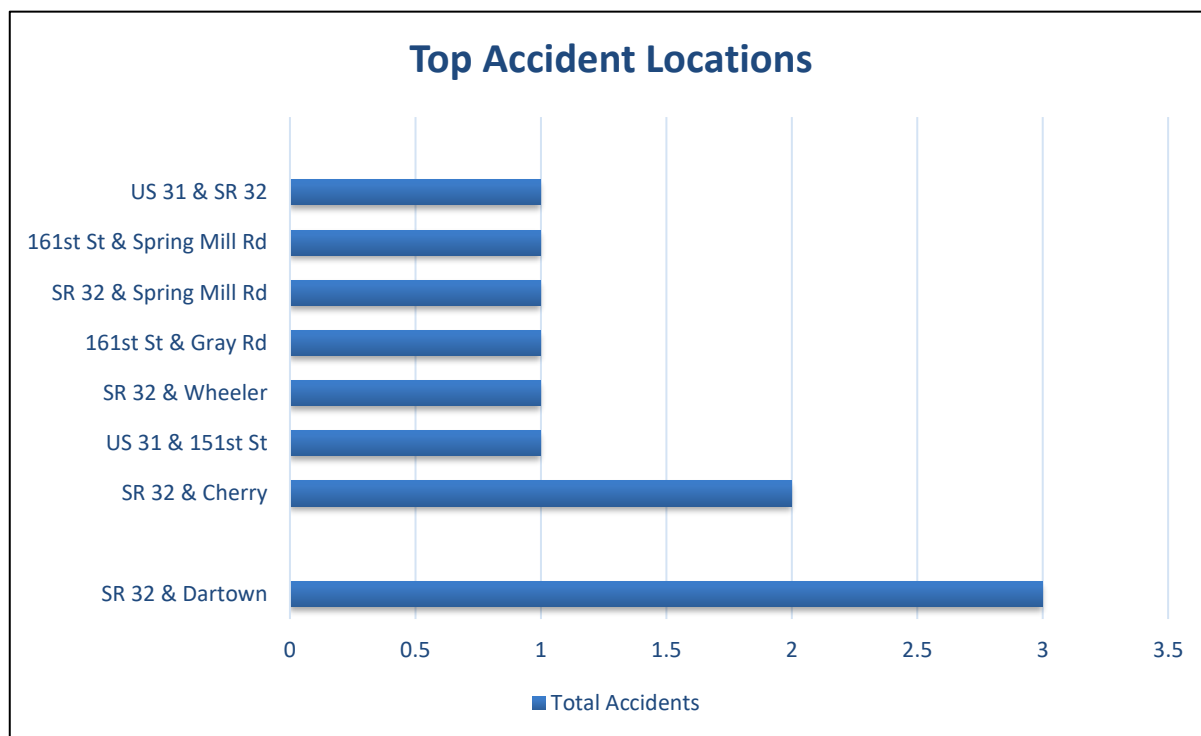
*numbers included in property damage, personal injury, and fatality accidents



Westfield Police Department
January 2022

Top Accident Locations

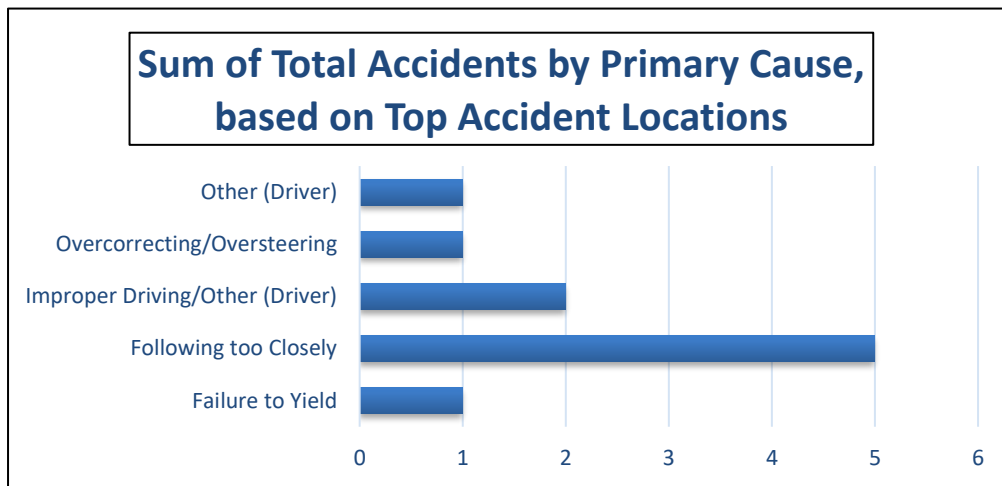
Accident Location	Total Accidents	Primary Cause
SR 32 & Dartown	3	Following too Closely
SR 32 & Cherry	2	Improper Driving/Other (Driver)
US 31 & 151st St	1	Overcorrecting/Oversteering
SR 32 & Wheeler	1	Following too Closely
161st St & Gray Rd	1	Other (Driver)
SR 32 & Spring Mill Rd	1	Failure to Yield
161st St & Spring Mill Rd	1	Cell Phone Usage
US 31 & SR 32	1	Following too Closely



*Due to first month of the year, all of the prior year top 10 with one crash reported were included

Westfield Police Department
January 2022

Primary Cause	Sum of Total Accidents
Failure to Yield	1
Following too Closely	5
Improper Driving/Other (Driver)	2
Overcorrecting/Oversteering	1
Other (Driver)	1



Westfield Police Department
January 2022

Community Events

1/13/22	Blood Drive

City of Westfield-Stormwater

Site 1: Bio Retention 151st/US 31 (Goodwill Area) 2X

.8-acre site

Spray Invasives: Spot spray Invasives per visit.	\$800
Spray Inlets/Outlets: Kill weeds per visit.	\$500
Trash: Pickup all trash on site per visit	\$300
Spray Rip Rap: Kill weeds in rip rap areas.	\$800
Bush hog and Spray Invasives. 1x	<u>\$1500</u>
Total:	<u>\$3900</u>

Site 2: Bio Retention Grayhound Ct/US 31 (St Vincent) 2X

.9-acre site

Spray Rip Rap: Kill weeds in rip rap areas per visit.	\$700
Spray Inlets/Outlets: Kill weeds, clean area per visit.	\$700
Trash: Pickup all trash on site per visit.	\$300
Bush hog and Spray Invasives. 1x	<u>\$1500</u>
Total:	<u>\$3200</u>

Site 3: Bio Retention Carey Rd/161st St 2X

1.05-acre site

Spray Inlets/Outlets: Kill weeds, clean area, per visit.	\$950
Spray Rip Rap: Kill weeds in rip rap area, per visit.	\$600
Trash: Pickup all trash on site per visit.	\$300
Bush hog and Spray Invasives. 1x	<u>\$1500</u>
Total:	<u>\$3350</u>

Site 4: Bio Swale 191st/Thomlinson Rd 2X

.2-acre site

Spray Invasives: Spot spray invasive species per visit.	\$250
Spray Inlets/Outlets: Kill weeds, clean area, per visit.	\$400
Spray Rip Rap: Kill weeds in rip rap area, per visit.	\$200
Trash: Pickup all trash on site per visit.	<u>\$150</u>
Total:	<u>\$1000</u>

City of Westfield-Stormwater

Site 5: City Administration Building 2X

.12-acre site

Spray Invasives: Spot spray invasive species, per visit.	\$250
Clean Inlets/Outlets: Kill weeds, clean area, per visit.	\$75
Spray Perimeter: Kill weeds around area and rip rap.	\$150
Pickup Trash: Pickup all trash on site per visit.	<u>\$150</u>
Total:	<u>\$625</u>

Site 6: Bio Swale Carey Rd (By Bridgewater) 2X

.14-acre site

Spray Inlets/Outlets: Kill weeds, clean area, per visit.	\$650
Trash: Pickup all trash on site per visit.	<u>\$300</u>
Total:	<u>\$950</u>

Site 7: Bio Swale/Wet Basin Dartown Rd (Behind Fire Station) 2X

.8-acre site

Spray Cattails: Manage Cattails in area.	\$1000
Spray Inlets/Outlets: Kill weeds, clean area, per visit.	\$300
Trash: Pickup all trash on site per visit.	\$300
Treat Pond: Based on 10 treatments, April-October.	<u>\$3000</u>
Total:	<u>\$4600</u>

Site 8: Bio Retention/Wet Basin (In front of McDonalds on 32) Every 2 weeks.

.5-acre site

Spray Inlets/Outlets: Kill weeds, clean area, per visit.	\$500
Spray Cattails: Manage Cattails in area.	\$1000
Spray Invasives: Kill invasive species in area per visit.	\$1000
Spray Rip Rap: Kill weeds in rip rap area, per visit.	\$2000
Trash: Pickup all trash on site per visit.	\$1000
Treat Pond: Based on 10 treatments, April-October.	<u>\$2000</u>
Total:	<u>\$7500</u>

City of Westfield-Stormwater

Site 8.5: Bio Retention/Wet Basin (In front of Culvers) Every 2 weeks.

.5 acre site

Spray Inlets/Outlets: Kill weeds, clean area, per visit.	\$500
Spray Cattails: Manage Cattails in area.	\$1000
Spray Invasives: Kill invasive species in area, per visit.	\$1000
Spray Rip Rap: Kill weeds in rip rap areas, per visit.	\$500
Trash: Pickup all trash on site per visit.	\$750
Treat Pond: Based on 10 treatments, April-October.	<u>\$1750</u>
Total:	<u>\$5500</u>

Site 9: Wet Basin 181st/US 31 (Old TSC) 2X

1.2-acre site

Spray Inlets/Outlets: Kill weeds, clean area, per visit.	\$350
Trash: Pickup all trash on site per visit.	\$150
Treat Pond: Based on 10 treatments, April-October	<u>\$1000</u>
Total:	<u>\$1500</u>

Site 9.5: Wet Basin (Small pond north of Site 9) 2X

.2 acres

Spray Inlets/Outlets: Kill weeds, clean area, per visit.	\$350
Trash: Pickup all trash on site per visit.	\$150
Treat Pond: Based on 10 treatments, April-October.	<u>\$1000</u>
Total:	<u>\$1500</u>

Site 10: Wet Basin 171st/Ditch (Across from Maple Glen Elementary) 2X

5.3-acre site

Spray Inlets/Outlets: Kill weeds, clean area, per visit.	\$750
Spray Cattails: Manage Cattails in area.	\$1250
Trash: Pickup all trash on site per visit.	\$500
Treat Pond: Based on 3 treatments, 1x per month June-October.	<u>\$1500</u>
Total:	<u>\$4000</u>

City of Westfield-Stormwater

Site 11: Bio Retention Freedom Park 1X

.12-acre site

Spray Inlets/Outlets.	\$400
Trash: Pickup all trash on site per visit.	\$250
Bush hog and Spray Invasives. 1x	<u>\$1000</u>
Total:	<u>\$1650</u>

Site 12: 151st/Target AND small area on Westfield Blvd. 2x

Spray Inlets/Outlets.	\$750
Spray Rip Rap areas: Spray for weeds and grasses.	<u>\$750</u>
Total:	<u>\$1500</u>

Site 13: 151st/US 31 Behind Firehouse. 2X

.4-acre site.

Spray Cattails-Manage.	\$500
Treat Pond-Season based on 10 treatments.	\$3000
Trash-Pickup all trash on site per visit.	\$300
Spray Inlets/Outlets.	<u>\$300</u>
Total:	<u>\$4100</u>

Site 14: Area out front of Washington Woods Elementary and Fire Station. 2x

Spray Inlets/Outlets.	\$750
Spray Rip Rap areas: Spray for weeds and grasses.	<u>\$750</u>
Total:	<u>\$1500</u>

City of Westfield-Stormwater

NEW Site 15: Bio Retention Westfield Blvd 2X

1.05-acre site

Spray Inlets/Outlets: Kill weeds, clean area, per visit.	\$950
Spray Rip Rap: Kill weeds in rip rap area, per visit.	\$600
Trash: Pickup all trash on site per visit.	\$300
Bush hog and Spray Invasives. 1x	<u>\$1500</u>
Total:	<u>\$3350</u>

Dry Program: \$36,475

Wet Program: \$13,250

Total Project Not to Exceed \$49,725



February 23, 2022

Consent Agenda Item:

Performance Bond Acceptance

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

- Lindley Run Development, LLC, Lindley Run, Section 2, Bond #LICX1213541, \$59,076.91, Streets & ROW Pavement
- Lindley Run Development, LLC, Lindley Run, Section 2, Bond #LICX1213542, \$113,409.73, Sidewalk & Trail
- M/I Homes of Indiana, LP, Bonterra, Section 1, Bond #SUR0070768, \$46,128.13, Erosion Control
- Pulte Homes of Indiana, LLC, Kimblewick by Del Webb, Section 5A & 5B, Bond #59BSBIU1779, \$230,538.83, Erosion Control
- Pulte Homes of Indiana, LLC, Kimblewick by Del Webb, Section 5A & 5B, Bond #59BSBIU1780, \$176,529.22, ROW Improvements
- Star Financial Bank, Star Bank at Wheeler Landing, Bond #CBE1010479, \$40,783.00, Storm Infrastructure
- Star Financial Bank, Star Bank at Wheeler Landing, Bond #CBE1010478, \$9,416.00, Soil & Erosion
- Star Financial Bank, Star Bank at Wheeler Landing, Bond #CBE1010570, \$9,042.00, Mobilization/demobilization, subgrade treatment, sidewalk concrete

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:

- Platinum Properties Management Company, LLC, Lancaster, Section 7, Bond #3705276, \$38,929.00, Asphalt Paving-Local Roadway (Surface Coat Only)

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:

Maintenance Bond Release

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

Letter of Credit Acceptance

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

- **NONE**

Letter of Credit Release

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

- **NONE**

Cash In Lieu/Development Agreement

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

- **NONE**

PROFESSIONAL SERVICES TASK ORDER AGREEMENT

**WSP Agreement No. - 185360
Task Order No. 28**

This Task Order No. 28 is made and entered into this ____th day of _____, 2021, by and between the City of Westfield with offices at 2706 East 171st Street, Westfield, IN 46074 (hereinafter called the "Client"), and WSP USA, Inc. (formerly Parsons Brinckerhoff, Inc.) a New York corporation, with offices at 115 W. Washington Street, Suite 1270S, Indianapolis, In 46204 (hereinafter called "WSP").

WITNESSETH

WHEREAS, the parties entered into a Professional Services Agreement on February 11, 2014 (hereinafter called the "Agreement") to provide Right of Way (ROW) Management services on a task order basis;

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 151st Street and Shelborne Road with a total of 6 parcels. These services shall include: right-of-way management, appraising, and buying.

2. Schedule

WSP shall provide the services stated above in accordance with a schedule set forth below:

Appraisal Problem Analysis -	10 days from Appraiser Notice to Proceed
Appraising –	60 days from Appraiser Notice to Proceed
Review Appraising -	14 days from Appraiser Notice to Proceed
Buying –	35 days from Buyer Notice to Proceed

PROFESSIONAL SERVICES TASK ORDER AGREEMENT

3. Compensation

The Client shall compensate WSP for the performance of the services stated above, on a unit rate basis, based on actual number of parcels managed and procured by WSP and the unit price rates provided herein for an estimated total amount of \$39,660.00.

Title	Unit Rate per parcel	# of parcels	Total Cost
Right-of-Way Management	\$1,275	6	\$7,650
Appraisal Problem Analysis	\$260	6	\$1,560
Appraisal – Value Finding	\$2,000	6	\$12,000
Review Appraisal – Value Finding	\$1,000	6	\$6,000
Buying - Permanent	\$2,075	6	\$12,450

4. Both parties agree that this Task Order No. 28 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 Task Order No. 28 has been executed by Client and WSP, effective from the day and year first written above.

City of Westfield

WSP USA, Inc.

Signature

Signature

Jeremy Lollar
Director of Public Works

Kelli McNamara
Director-Local Business Leader



Public Works

Jeremy Lollar, Director
John Nail, City Engineer
Travis Stetnish, Streets
Chris McConnell, Parks & Trails

Board of Works

Andy Cook
Larry Clarino
Jim Ake

Clerk Treasurer

Cindy J. Gossard

Public Works Department

(317) 804-3100 office
(317) 804-3181 fax
2706 East 171st Street
Westfield, IN 46074
westfield.in.gov

To: Westfield Board of Public Works & Safety

Date: February 23, 2022

Re: Action Item - Signing Authority

Mule Barn Road Preliminary Engineering Contract with BF&S

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider granting Johnathon Nail, City Engineer, signing authority to accept a Preliminary Engineering Contract with Butler, Fairman and Seufert, Inc. for the Mule Barn Road and SR 32 Widening and Intersection Improvement project. The contract is currently for a not-to-exceed amount of \$331,410. However, it is WPWD's intent to negotiate a reduction in this amount prior to contract execution.

Jim Ake

Larry Clarino

Andy Cook

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY January 26, 2022

The Westfield Board of Public Works and Safety met on January 26, 2022 at City Hall Assembly Rm. Present were, Jim Ake. and Larry Clarino. The mayor was not present. Kim Strang, and Manny Herceg were on the Teams call.

Larry Clarino called the meeting to order at 1:06 PM

CHANGES IN AGENDA

Action item #6 will be tabled until a future meeting. Jim Ake made the motion to table the Epcon Westfield Road Impact Fee Credit Agreement. Larry Clarino seconded.

Vote: Yes-2; No-0. Motion carries.

AGENDA ITEMS:

Action Item #1: Approval of Minutes from December 15, 2021

Jim Ake made the motion to approve the minutes as presented. Larry Clarino seconded.

Vote: Yes-2; No-0. Motion carries.

CONTRACTS/AGREEMENTS

Action Item #2: Brightview & City of Westfield-High Profile Landscape Maintenance Contract

Chris McConnell presented stating this is for the lawn care, flower bed maintenance, tree care and janitorial services of 39 high profile sites within the city. Parks, city buildings, trails, and round-a-bouts are some of the included areas. This is the first year of dividing higher profile sites and lower profile sites. This is a 3-year contract going to Brightview as the lowest bidder of the three bids received.

Jim Ake made the motion to approve the contract as written. Larry Clarino seconded.

Vote: Yes-2; No-0. Motion carries.

Action Item #3: H & N Outdoor Services, LLC & City of Westfield-Low Profile Landscape Maintenance Contract

Chris McConnell presented stating this is like the above contract but for the mowing and turf application of 30 lower profile areas (right-of-way).

Jim Ake made the motion to approval the contract as presented. Larry Clarino seconded.

Vote: Yes-2; No-0. Motion carries

Action Item #4: 3D Company & City of Westfield-Westfield Park Culvert-Goods & Services Contract

Johnathon Nail presented stating this is for work to be performed on the bridge at Grassy Branch going over the Anna Kendall. Deteriorating pipes will be replaced and a full depth resurfacing along Grassy Branch. Five bids were received, with 3D being the lowest at \$1,228,732.00.

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

Action Item #5: 2022 Personnel Policy, Procedures & Benefits Manual

Jeremy Lollar presented stating that legal counsel, and HR had worked together to make the redline changes. Language changes, COVID updates, and the fact that the manual will be considered by BPW and not by Council as was done in the past, were some of the changes made.

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

Action Item #6: Epcon Westfield Road Impact Fee Credit Agreement

Tabled to a future meeting.

Action Item #7: Christopher B. Burke Engineering, LLC- Utility Rate Study Contract

Wes Rood presented stating the city wishes to re-evaluate the fee and rate structure for the stormwater utility to see if a rate increase is needed, update the capital project list through a citywide stormwater master planning process, and inventory the stormwater post-construction BMP's and update the stormwater pipe inventory. The project has a not to exceed of \$105,000.

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

Action Item #8: WSP & City of Westfield-WSP Professional Services On-Call Contract & Task Order #1

Johnathon Nail presented stating this contract is on an as needed basis for roadway & design reviews. The scope of task order #1 is for WSP to perform a review of the technical & design elements for the Lantern Commons development project extension of Westfield Blvd. Task order #1 has a not to exceed of \$2,763.00.

Jim Ake made the motion to approve task order #1. Larry Clarino seconded.
Vote: Yes-2; No-0. Motion carries.

AGREEMENTS AND/OR MEMORANDUM OF UNDERSTANDING (MOU)

NONE

PERMIT APPROVAL

Action Item #9: Duke Energy-Encroachment Application-18150 Mule Barn Road

Adam Essex presented stating this is for the relocation of a pole and underground line for an acceleration/deceleration lane for the new IMI plant being built north of Shelby Concrete.

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

CONSENT AGENDA:

WFD-Hiring of Officers Chief Rush stated they would be hiring 4 new officers; Daniel Trump, Aaron Byerly, Andrew Dawson, and Ingrid Ortega.

January Bond Information

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

DEPARTMENT REPORTS:

Fire- Chief Gaylor

Police- Chief Rush

Public Works- Jeremy Lollar

Jim Ake made the motion to adjourn. Larry Clarion seconded. Vote; Yes-2; No-0. Motion carries.

The meeting was adjourned at 2:01 PM

Deputy Clerk-Treasurer

Board of Public Works and Safety

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is entered into as of this ____ day of _____, 2022, (hereinafter referred to as the "effective date of the Agreement"), by and between VS Engineering, Inc. hereinafter called the CONSULTANT located at 4275 N. High School Rd, Indianapolis, Indiana, 46254 and City of Westfield, hereinafter called "Client," located at 2728 East 171st Street, Westfield, Indiana, 46074.

WITNESSETH

WHEREAS, the Client is authorized to make and enter into all contracts or agreements which it determines are necessary or incidental to the performance of its duties and to the execution of the purposes of and the powers granted by the State of Indiana;

WHEREAS, in accordance with its procurement procedures, the Client has determined that it desires to hire CONSULTANT to perform Topographic Survey, and complete Engineering Design and Construction Plans for segments of the Midland Trace Trail, as set forth herein; and

WHEREAS, THE CONSULTANT desires to assist the Client as provided herein;

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein set forth, and the undertakings of each party to the other, the Client and THE CONSULTANT, acting as aforesaid and each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

I. SCOPE OF SERVICES

THE CONSULTANT shall, in a professional manner, perform the services set forth in Exhibit A, attached to this Agreement.

II. COMPENSATION

- A. THE CONSULTANT shall be compensated as set forth in Exhibit B for services rendered under this Agreement.
- B. THE CONSULTANT shall promptly bill Client for all professional fees and expenses incurred on a monthly basis, and Client shall make payment in full to THE CONSULTANT within 30 days of the date of each invoice.
- C. If the Client does not make payment in full to THE CONSULTANT within 90 days of the date of an invoice, THE CONSULTANT may suspend services upon 7 days written notice on the basis of non-performance on the part of the Client. When all payments due have been made, THE CONSULTANT will continue its services.

III. PERIOD OF PERFORMANCE

THE CONSULTANT agrees to commence performance of services hereunder upon receipt of a written "Notice to Proceed." Client recognizes that THE CONSULTANT's work and the completion thereof may be conditioned upon Client's review of THE CONSULTANT's work and/or the timely performance and

completion of certain activities by Client. THE CONSULTANT shall not be held liable for delays in performance of services hereunder that arise from causes beyond THE CONSULTANT's reasonable control and without its fault or negligence.

IV. CLIENT RESPONSIBILITY

- A. Client shall identify and coordinate all services to be performed hereunder.
- B. Client will verify that THE CONSULTANT has a complete understanding of the scope of services to be performed hereunder. Client shall provide THE CONSULTANT, in a timely fashion, all information reasonably required for the performance of the services by THE CONSULTANT to be performed hereunder.
- C. Client shall upon execution of the Agreement, designate **Jeremy Lollar, Direct of Public Works**, as coordinator of the project described herein and of the professional services to be performed under this Agreement.
- D. Client shall provide THE CONSULTANT with reasonable access to the premises necessary for the performance of the services required under this Agreement.

V. INDEPENDENT CONTRACTOR

It is understood and agreed that THE CONSULTANT shall provide services under this Agreement as an independent contractor and that during the performance of services under this Agreement, THE CONSULTANT's employees shall not be considered employees of the Client.

VI. TERMINATION

It is hereby agreed that if either party should fail materially to fulfill its obligations under this Agreement, the other party may notify the breaching party of the intent to terminate the contract, in whole or in part, if the breach is not cured as provided in this Article. Such notice to the breaching party shall be given, in the manner required in Article XI of this Agreement, thirty (30) days prior to the effective date of the intended termination and shall identify the breach to be cured. The breaching party shall have thirty (30) days from receipt of the notice to cure the breach identified in the notice. The failure to cure the breach within thirty (30) days shall entitle the nonbreaching party to terminate the Agreement at the end of thirty (30) days. THE CONSULTANT shall use reasonable efforts to minimize fees and expenses upon giving or receiving notice of any intended termination. Client shall pay THE CONSULTANT all fees and expenses accrued for services rendered up to the effective date of any termination.

VII. INSURANCE

THE CONSULTANT shall maintain at THE CONSULTANT's own expense (1) Comprehensive General Liability Insurance, (2) Professional Liability Insurance for negligent acts, errors and omissions and (3) Worker's Compensation Insurance which insurance shall provide coverage for liabilities or claims for

damages resulting from services performed or undertaken by THE CONSULTANT hereunder. Certificates of Insurance shall be furnished to Client upon request of Client.

VIII. CHANGES

Changes or amendments to this Agreement may be made only in writing signed by a duly authorized representative of each of the parties. Changes in scope of the project dictated by the Client and changing conditions of law or schedule delays or other events beyond THE CONSULTANT's reasonable control will require contract price and/or date of performance revisions to reflect such changes or delays.

IX. ASSIGNMENT AND DELEGATION

Neither party shall assign or delegate this Agreement or any right, duties or obligations hereunder to any person and/or entity without prior express written approval to the other.

X. TRADEMARK AND TRADE NAME

Notwithstanding any other provision of this Agreement, neither party shall have the right to use the trademark or trade name of the other without prior written approval of the other.

XI. NOTICES

All notices shall be in writing and be deemed to be given or made when delivered by hand or by regular U.S. mail as follows:

- A. Notices to THE CONSULTANT shall be addressed to: Sanjay B. Patel, P.E., President, 4275 N. High School Rd, Indianapolis, Indiana, 46254.
- B. Notices to the Client shall be addressed to: Jeremy Lollar, Public Works Director, 2728 East 171st Street, Westfield, Indiana, 46074.

XII. GENERAL PROVISIONS

- A. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of no further force or effect. This agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- B. Conflict: In the event of any conflict, ambiguity or inconsistency between this Agreement and any other document which may be annexed hereto, the terms of this Agreement shall govern.
- C. Waiver: No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this agreement, or to exercise any option of election herein contained, shall not be construed as a waiver or

relinquishment for the future of such terms, provisions, option or election, but the same shall continue and remain in full force and effect, and no waiver by any party of any one or more of its rights or remedies under this Agreement shall be deemed to be waiver of any prior or subsequent rights or remedy hereunder or at law. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

- D. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the applications of such term or provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- E. Captions: Captions and paragraph headings are inserted only as a matter of convenience and in no way define, limit, or describe the scope or intent of this Agreement.
- F. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

XIII. ENGAGING IN ACTIVITIES WITH IRAN

By signing this Agreement, THE CONSULTANT certifies that it is not engaged in investment activities in the country of Iran as forth in I.C.5-22-16.5.

XIV. NON-DISCRIMINATION

THE CONSULTANT agrees:

- A. That in the hiring of employees for the performance of work under this Agreement or any subagreement hereunder, no consultant, or subconsultant, nor any person acting on behalf of such consultant, or subconsultant, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;
- B. That no consultant, subconsultant, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, religion, color, sex, national origin or ancestry;
- C. That the Client may deduct from the amount payable to THE CONSULTANT a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Agreement;
- D. If there is a second or any subsequent violation of the terms or conditions of this section, then this Agreement may be cancelled or terminated by the Client and all money due or to become due hereunder will be forfeited.

XV. EMPLOYMENT ELIGIBILITY VERIFICATION

THE CONSULTANT affirms it does not knowingly employ unauthorized aliens. THE CONSULTANT shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in I.C. 22-5-1.7-3. THE CONSULTANT is not required to participate should the E-Verify program cease to exist. THE CONSULTANT shall not knowingly employ or contract with any unauthorized alien. THE CONSULTANT shall not retain an employee or contract with a person whom THE CONSULTANT learns is an unauthorized alien. THE CONSULTANT shall require all of its subconsultants, who perform work under this Agreement to certify to THE CONSULTANT that the subconsultant does not knowingly employ or contract with unauthorized aliens and that the subconsultant has enrolled and is participating in the E-Verify program. However, the subconsultant is not required to participate if the subconsultant is self-employed and does not employ any employees. THE CONSULTANT agrees to maintain this certification requirement throughout the duration of the term of its contract with a subconsultant.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have caused this agreement to be executed as of the date first written above.

CITY OF WESTFIELD

VS ENGINEERING, INC.

By: _____

Andy Cook, Mayor

(Date)

Witness:

By: _____

Jeremy Lollar, Public Works Director

(Date)

By: Sanjay B Patel

Sanjay Patel, P.E., President

FEBRUARY 18, 2022
(Date)

By: Josh T. Eisenhauer

Joshua T. Eisenhauer, P.E., Project Manager

Feb 18, 2022
(Date)

EXHIBIT A

THE CONSULTANT is pleased to present this proposal to the Client for Topographic Survey, and Trail Design for connections along Austrian Pine Way, East 175th Street, Wheeler Road, and Spring Mill Road.

PROJECT DESCRIPTION

THE CONSULTANT will provide services of qualified engineers, surveyors and support personnel as necessary to complete the scope of basic services outlined herein. Work items will include topographic survey, trail design, and utility coordination.

The project includes multiple segments of the Midland Trace Trail in the City of Westfield. These segments will connect previously constructed, or soon to be constructed portions of the trail. The limits of these segments are as follows:

Austrian Pine Way – This segment shall connect the existing Midland Trace Trail approximately 230 feet south of E 175th Street to the existing trail on the north side of E 175th Street. The trail shall travel on the east side of Austrian Pine Way with crossings across Austrian Pine Way and E 175th Street. Total segment length is approximately 260 feet.

East 175th Street – This segment shall connect to the existing trail along the north side of E 175th street, approximately 375 feet west of Dartown Road, to the existing Midland Trace Trail approximately 70 feet north of the E 175th Street and Dartown Road intersection. The trail will continue on the north side of 175th Street with a crossing at Dartown Road. Total segment length is approximately 400 feet.

Wheeler Road – This segment shall connect to the existing Monon Trail, approximately 400 feet south of 175th Street and 730 feet west of the intersection of Wheeler Road and Westfield Business Park Court. The trail will travel east from the Monon Trail, between two properties, across Wheeler Road, and end with a trail node at US 31. Total segment length is approximately 1,350 feet.

Spring Mill Road – This segment shall complete pedestrian facilities along the east side of Spring Mill Road. It will connect a sidewalk at approximately Spring Mill Depot Drive to an asphalt trail approximately 165 feet south of S Jct Crossing. Total segment length is approximately 130 feet.

SCOPE OF WORK

A. PROJECT MANAGEMENT & COORDINATION

The CONSULTANT'S proposed Project Manager and key personnel will meet with Client officials and refine project concepts, time schedules, deliverables, budgets and project approach in general. Once the schedule is identified, the required activities will be executed through proper coordination and communication.

The PROJECT will be developed in accordance with the following submittals:

1. 30% Design & PFC
2. 60% Design
3. 90% Design
4. Final Bid Package

An in-person progress meeting will be conducted with the Client upon the completion of each submittal.

The CONSULTANT shall prepare a progress report and submit to Client on a monthly basis. The progress report shall identify completed tasks, upcoming tasks, required LPA decisions, budget status, etc. The CONSULTANT shall also be available for additional in-person or virtual meetings as necessary throughout the duration of the project.

B. FIELD TOPOGRAPHIC SURVEY

VS shall survey the project location and provide one set of original field notes, all field survey data collected via electronic media, and one set of master drawings. VS shall obtain section corner, right-of-way, easement, and state plane coordinate information as necessary to satisfactorily complete the basic field survey services described herein within the project limits. A Location Control Route Survey is not included within this scope of work. VS work shall be in accordance with Indiana Code (I.C. 25-21.5); Indiana Administrative Code (865 I.A.C. 1-12); and the Design Manual, Indiana Department of Transportation, Part III, Location Surveys (Survey Manual), a copy of which is on file with INDOT. If there is any conflict between I.C. 25-21.5, 865 I.A.C. 1-12, or the Survey Manual, the order of precedence shall be:

1. I.C. 25-21.5,
2. 865 I.A.C. 1-12, and
3. Survey Manual

Electronic files including the following shall be prepared and submitted by VS as directed by client:

1. Finished plan view of topographic survey in AutoCAD Civil 3D .dwg format.
2. 1-foot contours in AutoCAD Civil 3D .dwg format.
3. TIN used to create contours as derived from Civil 3D in .xml format.
4. Electronic points file in .txt coordinate format.
5. Survey Book in .pdf format.

The signature, seal, and registration number of the land surveyor, registered in the State of Indiana, who was in responsible charge of the survey, shall be affixed to the survey book submitted. In addition, VS shall complete the field survey as summarized below and as directed by the Client. The project area to be field surveyed is described as follows:

Survey Areas – See Attachment No. 1

Austrian Pine Way

Beginning at a point 50 feet north of the centerline of 175th Street, survey south 275 feet. The width of survey will be 50 feet from the centerline of the roadway on the east side and to the curb line on the west side of the roadway. The tie to the existing Midland Trace Trail at the south end will be surveyed with an additional 50 foot radius.

175th Street/Dartown Road

Beginning at a point 120 feet north of the centerline of 175th Street, survey south 510 feet (400 feet from the centerline of Dartown Road). The width of survey will be 50 feet from the centerline of the roadway on the north side of the roadway (width varies on Dartown Road) and to the curb line on the south side of the road. The tie to the existing Midland Trace Trail at the east end will be surveyed with an additional 50 foot radius.

Proposed Trail connection to the Monon Trail east to U.S. 31

Beginning at a point 400 feet south along the Monon Trail south of the centerline of 175th Street, survey east 1,315 feet to the west right-of-way fence of U.S. 31. The width of survey will be 50 feet on each side of the proposed trail centerline.

Spring Mill Road

Beginning at a point 665 feet south of the centerline of 161st Street, survey south 185 feet. The width of survey will be 50 feet on the east side of the proposed centerline of the trail and to the western edge of pavement of Spring Mill Road.

Total survey includes approximately 2,285 lineal feet by the widths described above.

Obtain section or auditor plats for all properties within the project limits from local and state agencies. Subdivision plats will be obtained for all subdivisions within the project area and last deeds of record for metes and bounds parcels.

Establish Primary Horizontal Control within the project limits such that the survey base line(s) can be re-established during construction. The Horizontal Datum will be the Hamilton County Zone of the Indiana Geospatial Coordinate System (InGCS).

Establish on-site elevation using NGS, DNR, Hamilton County Surveyor benchmarks or GPS/OPUS observations. Set temporary bench marks within the project limits such that the elevation datum can be re-established during construction.

Tie in the survey base lines to available USPLSS section corners and/or existing property/right-of-way monumentation. All necessary section corners will be located or re-established to adequately define property lines along the limits of the project.

Plot right-of-way and property lines based on observed physical evidence and record documents acquired from local government agencies.

Coordinate with all utility companies to locate and mark their utilities in field. VSE shall notify the utilities via the call before you dig notification system (Indiana Underground Plant Protection Service (I.U.P.P.S)). VSE shall verify that each utility has field located their facilities during the course of the design survey. The existing facilities located, at the time of the field survey, shall be incorporated into the design survey. In addition, VSE shall provide listing of all utilities and all information available for that utility including address, and telephone number.

Perform design survey in sufficient detail to obtain topographic data, buildings, walls, walks, signs, vaults, and natural and man-made features, as evidenced by facilities at the ground surface and marks by others, necessary for the development of project plans, including all potentially affected trees, 6 inches in diameter and greater, identified by size. **Individual trees will not be identified in wooded/brush areas.**

Take cross sections at specified intervals across the right-of-way of public roadways and or the project limits (as described above) whichever is further out. Additional cross sections shall be taken at intersection of streets, roads, railroads, driveways, etc. Obtain elevations of all existing structures such as drainage culverts, utilities and other structures.

Indicate spot elevations at all, break in grade, ramps, area ways, tree grates, etc. within the project limits, and at top and bottom of curb.

Provide a listing of all symbols, notations and legends used in the field survey. VS shall furnish a hard copy together with all field survey information collected on electronic media. VS shall also prepare master drawings (1-foot contours) from data collected in topographic survey using AutoCAD Civil 3D and shall submit a hard copy together with electronic format. VS shall delineate and label the location of all buildings, structures, fences, railings, signs, walls, walks, paved areas, curbs and other permanent structures and existing improvements. VS shall outline all building edges, insets and projections, and below grade structures such as vaults, basements, and areaways where applicable, as evidenced by facilities at the ground surface and marks by others.

C. TRAIL DESIGN

The CONSULTANT shall perform all phases of work described in the Agreement necessary to accomplish the complete design of the project. The PROJECT roadway design elements shall be in accordance with the following reference documents in effect at the time the roadway plans are submitted:

1. Indiana Design Manual, as published by the Indiana Department of Transportation (INDOT).
2. Standard Specification and Recurring Special Provisions, as published by the Indiana Department of Transportation (INDOT)
3. Indiana Design Memoranda, as published by the Indiana Department of Transportation (INDOT)
4. 2011 Indiana Manual on Uniform Traffic Control Devices, as published by the Indiana Department of Transportation (INDOT)
5. A Policy on Geometric Design of Highways and Streets (Green Book), as published by the American Association of State Highway and Transportation Officials (AASHTO).
6. Roadside Design Guide, as published by the American Association of State Highway and Transportation Officials.
7. Right-of-Way Engineering Manual, as published by the Indiana Department of Transportation (INDOT)
8. Americans with Disabilities Act, as published by the United States Department of Justice.

In the event that any design standards within the aforementioned reference documents are changed during the design process, the CONSULTANT shall be entitled to additional compensation as necessary to incorporate design standard changes into the project design.

Client shall accept minimum design criteria values as presented in the AASHTO Green Book.

The CONSULTANT will design all trail asphalt, concrete sidewalk and curb ramps to accommodate current ADA standards and provide continuous facilities within the project limits.

The CONSULTANT shall prepare a cost estimate and unit prices for construction in accordance with current practices and shall include all items of work required for the complete construction of the work, including temporary work.

The CONSULTANT shall develop all roadway and erosion control plans in accordance with the aforementioned reference documents. In accordance with the erosion and sediment control, the CONSULTANT shall also prepare all required documentation to apply for the IDEM Construction Stormwater General Permit.

The CONSULTANT shall prepare all required special provisions necessary for the completion of the work, to be included in the Client's standard bid package.

D. BIDDING AND NEGOTIATION

The CONSULTANT will prepare the bid documents for the contractor which will include necessary forms, special provisions etc.

The Bidding services includes following tasks:

1. Prepare a Contract Book for the project
2. Prepare for and Attend Pre-Bid Meeting and Answer Bidder's Questions

The CONSULTANT will provide electronic drawings prior to the construction if those are requested. The CONSULTANT may ask to sign the electronic drawing release form prior to release them.

E. UTILITY COORDINATION

Per Indiana 811 Tickets, the following utilities reside within the project limits:

1. AT&T Distribution Copper and Fiber Optic
2. AT&T Transmission Fiber Optic
3. Charter Spectrum Coax and Fiber Optic
4. Buckeye Pipeline
5. Centerpoint Energy Gas
6. Citizens Energy Gas (Westfield)
7. Citizens Energy Sanitary (Westfield)
8. Citizens Energy Water (Westfield)
9. Comcast Coax and Fiber Optic
10. Duke Energy Electric
11. Duke Energy Telecom Fiber Optic
12. Frontier Copper and Fiber Optic
13. CenturyLink Fiber Optic
14. Marathon Pipeline
15. MCI Fiber Optic
16. Intelligent Fiber Optic (IFN)
17. Metronet Fiber Optic
18. Westfield Storm Sewer
19. Zayo Fiber

Visual review confirms the following may be in conflict with the path:

Austrian Pine Way (10 Utilities): Electric handhole / structure, two communication hand holes, communication pedestals and a water curb stop.

Dartown Rd (13 Utilities): Communication pedestal and handhole, communication multi-terminal cabinet, and sewer manhole.

Westfield Park Rd Crossing (19 Utilities): Communication pedestals in possible easement, evidence of gas and communication handhole potentially in path.

Spring Mill Road (12 Utilities): Communication pedestals and handholes, power and communication down guys

Assumed no storm inlets and pipe to be added or paths adjusted.

CONSULTANT shall coordinate with utilities in accordance with the following tasks from Indiana Administrative Code (IAC) 105 Article 13: Utility Facility Relocations on Construction Contracts.

1. Initial Notice of proposed improvement project
2. Verification of existing utilities
3. Work Plan development
4. Relocation notification

Initial Notice shall contain:

1. Geographical limits of project and general description of work to be done.
2. Anticipated Final Submittal date and Construction date
3. CONSULTANT contact information

Verification of Existing Utilities shall comprise of:

1. Reviewing the accuracy of the field survey plan as to the location of existing facilities with utility.
2. Acquire available depth information of underground facilities from utility.
3. Revisions to plan depicting existing conditions based on direction from utilities.

Work Plan Development shall comprise of:

1. Determine conflicts between existing utility facilities and proposed improvements.
2. Coordinate with utilities to develop plan to mitigate conflicts.
3. Utilize final project design for utility use.
4. Finalize utility work plans.
5. Develop master schedule of utility relocation(s).

Relocation Notification shall comprise of:

1. Notify utility to implement their relocation work plan.

Coordination with Utilities shall comprise of:

2. One (1) Initial Notice per utility.
3. One (1) round of revisions on verification of Existing Utilities per utility.

4. One (1) on-site meeting with utilities in conjunction with project's Preliminary Field Check meeting.
5. One (1) rounds of revision to relocation work plans per utility upon finalization of project design elements associated with utility.
6. General coordination between CONSULTANT and utilities on status of project and utility information.

Reimbursement of utility relocations is not anticipated. If necessary, coordination and preparation of utility reimbursement agreement(s) shall be an additional service.

F. CONSTRUCTION PHASE SERVICES

CONSULTANT to provide support to CLIENT during construction with review of RFIs, shop drawings, change orders, and field visits. No construction inspection effort is included.

G. SCHEDULE

1.	Field Survey	75 days after Notice to Proceed
2.	30% Design & PFC	105 days after Notice to Proceed
3.	60% Design Plans	165 days after Notice to Proceed
4.	90% Design Plans	210 days after Notice to Proceed
5.	Final Bid Package	240 days after Notice to Proceed

Schedule assumes 2-week review period after each submittal. See attachment No. 2 Gantt chart schedule for additional detail.

*** This will serve as a general outline of the schedule based on the estimated bid date. It is the intent to start work on this project once NTP is received and if the project is completed early, the CONSULTANT will work with the Client to move the project construction to an earlier date.

EXHIBIT B

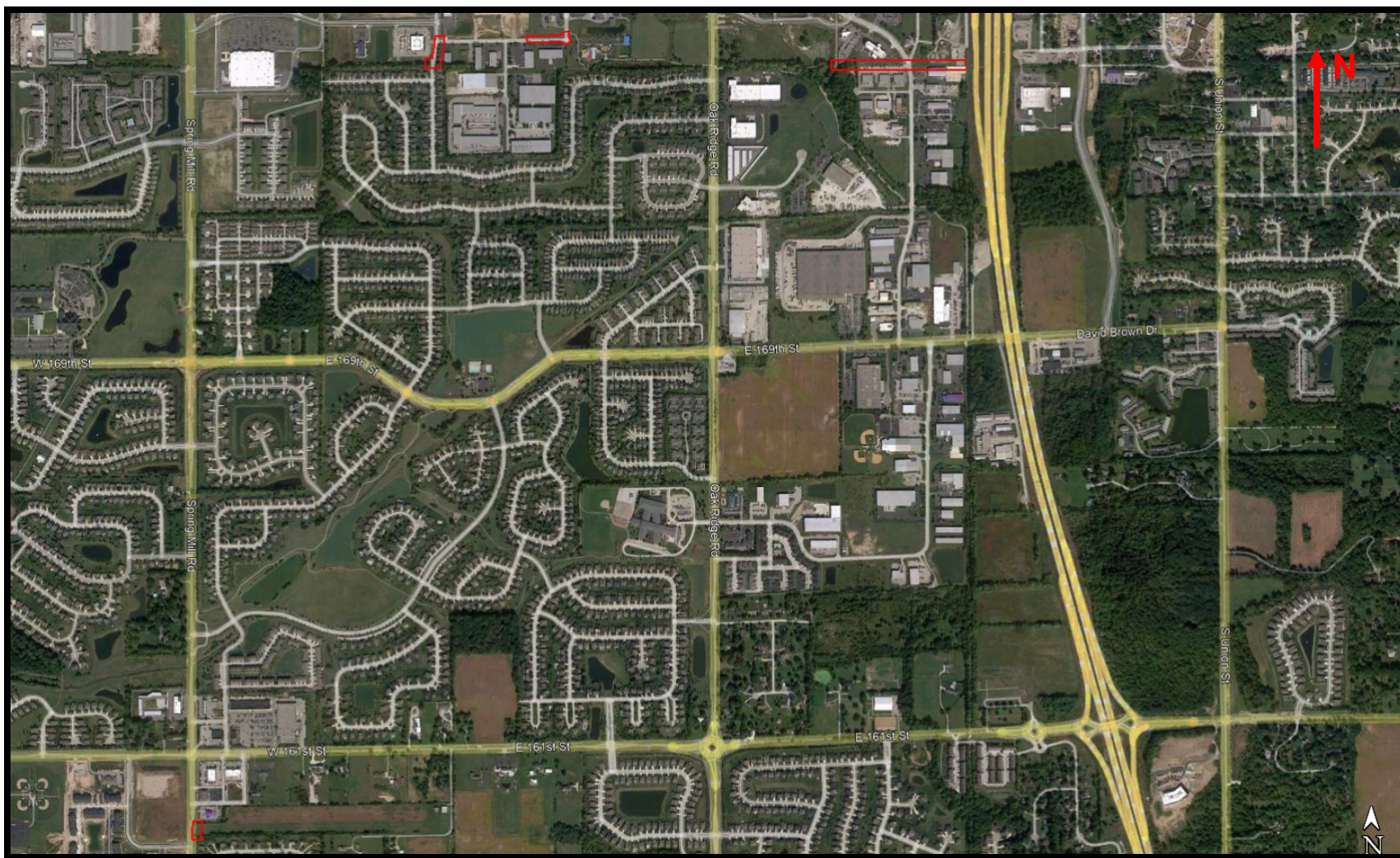
In consideration for the scope of services stated in Exhibit A, THE CONSULTANT requests to be compensated for the work performed under this Contract the total amount not to exceed **\$113,400** unless an amendment is executed by the parties which increases the maximum amount payable.

LUMP SUM ITEMS	COST
Topographic Survey Data Collection	\$22,400
Design	\$68,800
- Project Administration	\$7,700
- Trail	\$57,900
- Bidding & Negotiation	\$3,200
SUB-TOTAL	\$91,200

HOURLY FEES ITEM	
Utility Coordination Services	\$17,200
Construction Administration	\$5,000
SUB-TOTAL	\$22,200

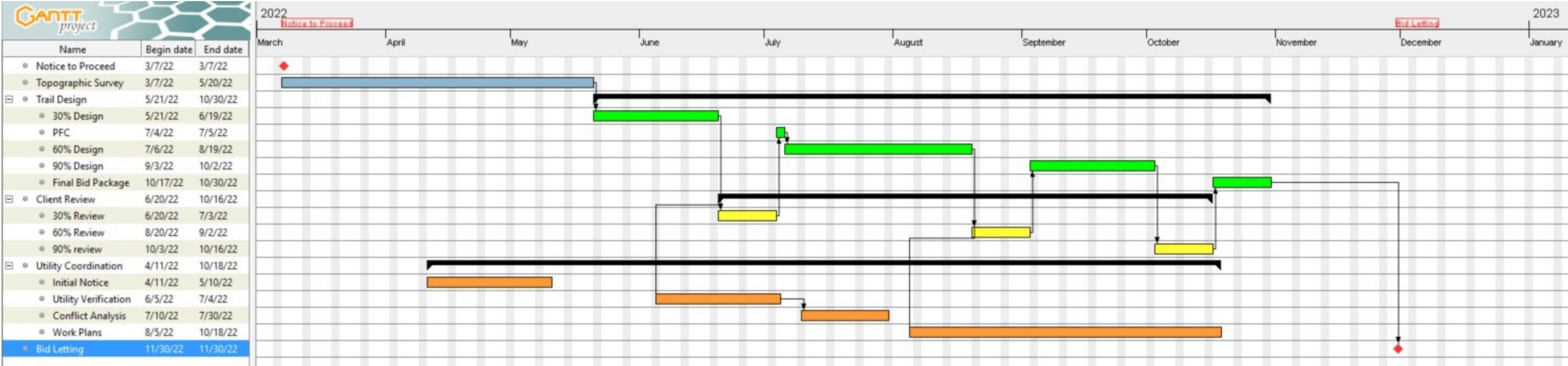
TOTAL	\$113,400
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Attachment No. 1



Westfield Midland Trace Trail Gaps - Survey Locations

ATTACHMENT NO. 2
GANTT CHART SCHEDULE



**HOURS AND FEE JUSTIFICATION
PROJECT ADMINISTRATION**

	MANHOURS CLASSIFICATION					
DESCRIPTION	PM II	PM I	ENG III	ENG II	ENG I	ROW TOTALS
PROJECT ADMINISTRATION	FISCAL YEAR 2022-2023					
Conduct Project Kick-Off Meeting	1	2	4	1	0	8
Prepare a Total of 8 Monthly Progress Reports	0	4	10	0	0	14
Conduct Submittal Review Meetings	1	10	10	4	4	29
Conduct Coordination Meetings With City via Conference Call	0	4	4	0	0	8
TOTAL HOURS	2	20	28	5	4	59
HOURLY RATE (SEE BELOW FOR COMPUTATIONS)	\$182.75	\$144.26	\$123.33	\$103.94	\$81.25	
DIRECT SALARY COST	\$365.49	\$2,885.22	\$3,453.31	\$519.72	\$325.01	\$7,548.75

WEIGHTED HOURLY RATE COMPUTATIONS

<u>RATE FISCAL YEAR</u>	<u>PM II</u>	<u>PM I</u>	<u>ENG III</u>	<u>ENG II</u>	<u>ENG I</u>	<u>% INCREASE</u>
Current Fiscal Year	\$180.49	\$142.48	\$121.81	\$102.66	\$80.25	2.50%
2023	\$185.00	\$146.04	\$124.86	\$105.23	\$82.26	2.50%
2024	\$189.63	\$149.69	\$127.98	\$107.86	\$84.31	2.50%
<u>RATE FISCAL YEAR</u>	<u>HOURS PER FISCAL YEAR</u>					
Current Fiscal Year	1	10	14	3	2	
2023	1	10	14	3	2	
2024	0	0	0	0	0	
Subtotal	2	20	28	5	4	
<u>WEIGHTED HOURLY RATE PER CLASSIFICATION</u>	182.746125	144.261	123.332625	103.94325	81.253125	

<u>OTHER DIRECT COSTS</u>	<u>UNIT COST</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>COST</u>
Travel - Submittal Review Meetings - 3 trips @ 50 miles	\$0.68	Mile	150	\$102.00

FEE SUMMARY - PROJECT ADMINISTRATION

TOTAL OTHER DIRECT COSTS	\$102.00
PROJECT ADMINISTRATION DIRECT SALARY COST	<u>\$7,548.75</u>
	<u>FEE TOTAL</u> <u>\$7,650.75</u>
	<u>USE</u> <u>\$7,700.00</u>

PROJECT: Midland Trace Trail Gaps
Westfield, IN

	ESTIMATED TIME			
	Project Surveyor II	Party Chief	Survey Tech II	Total
Engineering Survey				
Research				
Auditor / Assessor Maps	1		10	
Subdivision Plats				
Owners Names and Addresses				
Mailings				
Deeds				
Section Corner Records			2	
Plans & Surveys			2	
Utility Coordination				
Locate Tickets	1		2	
Follow - Up Verification		1		
Primary Control				
Benchmark Reconnaissance	1	2	2	
Establish Horizontal Control		6	6	
Bench Level Circuit		20	20	
Property & Alignment Recon				
Alignment Reconnaissance	1	2	2	
Section Corner Recon		14	14	
Property Corner Reconnaissance				
Topography / Elevations				
Mainline Topography	1	28	28	
Structure Details and Misc. Details		6	6	
Route Survey & Field Book Preparation				
Alignment Calculation	10		4	
Property Line Determination			10	
Topography Compilation (CAD Drawing)			12	
Set Alignment and Reference	N/a			
Route Survey				
Field Check		1	1	
Field Book	6		12	
Travel				
Travel Time		8	8	
Total Hours	20	88	131	239
Average Weighted Hourly Rate	\$ 150.19	\$ 91.49	\$ 82.10	
Total Salary Cost	\$ 3,003.80	\$ 8,051.12	\$ 10,755.10	\$ 21,810.02
Direct Cost (See below)				\$ 635.30
Total				\$ 22,445.32
Engineering Survey Fee				\$ 22,400.00

DIRECT COSTS	UNIT COST	QUANTITY	
Travel Mileage	\$0.41/mile	330	\$ 135.30
Lodging (Per Person / Day)	\$90/person		\$ -
Per Diem (Per Person / Day)	\$26/person		\$ -
Reproductions/Copies/Materials/Postage	LS	1	\$ 500.00
		TOTAL	\$ 635.30

**HOURS AND FEE JUSTIFICATION
TRAIL DESIGN**

DESCRIPTION	HOURS CLASSIFICATION						ROW TOTALS
	PM II	PM I	ENG III	ENG II	ENG I	CAD TECH I	
PRELIMINARY PLOTTING	FISCAL YEAR 2022						
Plan, Coordinate, Monitor, and Document Preliminary Plotting Activities		2		8		8	18
Verify Topographic Survey Data			4		10	8	22
PRELIMINARY PLANS (60%)	FISCAL YEAR 2022/2023						
Plan, Coordinate, Monitor and Document Preliminary Plan Preparation Activities	2	2					4
Prepare for and Attend Project Coordination Meeting w/ Design Team	1	2	2	1	1	1	8
Perform ADA Compliance Check and Identify Potential Locations of Technical Infeasibility				4	10	4	18
Prepare Title Sheet, Index, General Notes, Utility Information			2			2	4
Prepare Typical Cross Sections				2		2	4
Initial Layout of Horizontal Alignments		2	10	8	8		28
Prepare Preliminary Plan and Profile Sheets, Including Grade, Geometrics and Prop. R/W		2	8		8	12	30
Prepare Preliminary Cross Sections, Including, Drives and all Approaches			4	6	4	2	16
Preliminary Drainage Design		4	8	12	12		36
Vertical Alignments and Grading		4	8	12	12		36
Prepare ADA Curb Ramp Details		2	20		20	10	52
Prepare Construction Details				8		8	16
Prepare Maintenance of Vehicular and Pedestrian Traffic Plans		1	6			6	13
Prepare Miscellaneous Details			4	4		2	10
Prepare Pavement Marking and Signing Details			4		6	6	16
Prepare Preliminary Unique Special Provisions	1	2	10	6			19
Prepare Quantities and Cost Estimate			4	10			14
Perform Internal QA/QC of Preliminary Plans and Submit to Client	2	4					6
Prepare for and Attend Project Preliminary Field Check	2	4	8				14
PRE-FINAL PLANS (90%)	FISCAL YEAR 2023						
Plan, Coordinate, Monitor and Document Pre-Final Plan Preparation Activities	2	2					4
Respond to Preliminary Comments as Required	1	2		6		6	15
Finalize Title Sheet, Index, General Notes, Utility Information Sheets					2	2	4
Finalize Typical Cross Sections				2		2	4
Finalize Drainage Design / Plan work		1		6	6	6	19
Finalize Vehicular and Pedestrian Maintenance of Traffic Plans			2		2	4	8
Finalize Plan and Profile Sheets		1		6	6	6	19
Finalize Construction Details		1	2	2		2	7
Finalize ADA Curb Ramp Details		2		6		4	12
Finalize Pavement Marking and Signing Details				2	4	4	10
Finalize Miscellaneous Tables					4	4	8

DESCRIPTION	HOURS CLASSIFICATION						
	PM II	PM I	ENG III	ENG II	ENG I	CAD TECH I	ROW TOTALS
Finalize Cross Sections			4	4		2	10
Finalize Quantities and Cost Estimate		2	8	8			18
Finalize Special Provisions		2	8				10
Perform Internal QA/QC of Pre-Final Plans and Documentation	2	4	4				10
FINAL BID PACKAGE	FISCAL YEAR 2023						
Plan, Coordinate, Monitor and Document Final Plan Preparation Activities	2	2					4
Respond to Pre-Final Comments as Required	2	4		6		8	20
Prepare Final Plans and Documentation		2	6	6	8	10	32
Perform Internal QA/QC of Final Plans and Documentation	2	4	4				10
TOTAL HOURS	15	54	132	135	123	131	730
HOURLY RATE (SEE BELOW FOR COMPUTATIONS)	\$184.21	\$145.12	\$123.72	\$104.38	\$81.43	\$52.09	
DIRECT SALARY COST	\$2,763.09	\$7,836.46	\$16,331.68	\$14,091.37	\$10,016.20	\$6,823.20	\$57,862.00

DESCRIPTION	HOURS CLASSIFICATION						ROW TOTALS
	PM II	PM I	ENG III	ENG II	ENG I	CAD TECH I	

WEIGHTED HOURLY RATE COMPUTATIONS

<u>RATE FISCAL YEAR</u>	<u>PM II</u>	<u>PM I</u>	<u>ENG III</u>	<u>ENG II</u>	<u>ENG I</u>	<u>CAD TECH I</u>	<u>% INCREASE</u>
Current Fiscal Year	\$180.49	\$142.48	\$121.81	\$102.66	\$80.25	\$51.23	2.50%
2023	\$185.00	\$146.04	\$124.86	\$105.23	\$82.26	\$52.51	2.50%
2024	\$189.63	\$149.69	\$127.98	\$107.86	\$84.31	\$53.82	2.50%
<u>RATE FISCAL YEAR</u>	<u>HOURS PER FISCAL YEAR</u>						
Current Fiscal Year	3	15	49	45	51	44	
2023	14	42	83	91	73	88	
2024	0	0	0	0	0	0	
Subtotal	17	56	132	135	123	131	
<u>WEIGHTED HOURLY RATE PER CLASSIFICATION</u>	184.2059706	145.1196964	123.7248163	104.3805056	81.43254573	52.08546279	

<u>OTHER DIRECT COSTS</u>	<u>UNIT COST</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>COST</u>
Travel - Westfield (2 trips @ 50 miles)	\$0.68	Mile	100	\$68.00

FEE SUMMARY - ROADWAY DESIGN

TOTAL OTHER DIRECT COSTS	\$68.00
ROADWAY DESIGN FEE TOTAL	<u>\$57,800.00</u>
LUMP SUM FEE TOTAL - ROADWAY DESIGN SERVICES	<u>\$57,868.00</u>
USE	<u>\$57,900.00</u>

Summarized Utility Coordination tasks represent those identified in Indiana Administrative Code 105 as it is utilized as industry standard.

Existing Utilities per 811 Ticket	1	Charter / Spectrum aka Bright House
	2	CEG Gas
	3	CEG Water
	4	CEG Sanitary
	5	Comcast Cable
	6	Duke Energy Electrick
	7	Duke Energy Telecom
	8	Frontier Fiber Optic
	9	MCI Fiber Optic
	10	Metronet Fiber Optic
	11	AT&T Distribution Copper and Fiber Optic
	12	AT&T Transmission Fiber optic
	13	Buckeye Pipeline
	14	Centerpoint Energy Gas
	15	Marathon Pipeline
	16	CenturyLink Fiber Optic
	17	Intelligent Fiber Optic (IFN
	18	Zayo Fiber Optic
	19	Westfield, Storm Sewer *

* Coordination and relocation handled under Storm services

	HOURS CLASSIFICATION					
DESCRIPTION	PM I	ENG III	ENG II	UC	CADD Tech II	TOTALS
Utility Coordination (18 Existing Utilities)						
Initial Notice:						
Research/network utilities to confirm Utility Contacts	1			9		10
Generate and send Initial Notice letters				9		9
Verification of Existing Utilities:						
Review accuracy of field survey	1			9		10
Coordinate with utilities on their existing facility information				9		9
Revise plans to reflect information provided by utilities	1			18	18	37
Work Plan Development:						
Determine utility conflicts		9	9		18	36
Coordinate with utilities on mitigation of conflicts				9		9



Finalize utility workplan	2			18	27	47
Master utility relocation schedule	1			9		10
Relocation Notification: Coordination				18		18
TOTAL HOURS	6	9	9	108	63	195
HOURLY RATE (SEE BELOW FOR COMPUTATIONS)	\$144.50	\$127.22	\$104.41	\$85.31	\$78.90	
DIRECT SALARY COST	\$866.98	\$1,145.01	\$939.66	\$9,213.75	\$4,970.81	\$17,136.21

WEIGHTED HOURLY RATE COMPUTATIONS

<u>RATE</u>	<u>FISCAL YEAR</u>	<u>PM I</u>	<u>ENG III</u>	<u>ENG II</u>	<u>UC</u>	<u>CADD Tech II</u>	<u>% INCREASE</u>
Current Fiscal Year		\$140.93	\$124.12	\$101.86	\$83.38	\$76.69	2.50%
2023		\$144.45	\$127.22	\$104.41	\$85.46	\$78.61	2.50%
2024		\$148.06	\$130.40	\$107.02	\$87.60	\$80.57	2.50%

<u>RATE</u>	<u>FISCAL YEAR</u>	<u>HOURS PER FISCAL YEAR</u>				
Current Fiscal Year		3	0	0	54	18
2023		0	9	9	9	18
2024		3	0	0	45	27
Subtotal		6	9	9	108	63

WEIGHTED HOURLY RATE PER CLASSIFICATION 144.497 127.223 104.407 85.31251 78.9017

OTHER DIRECT COSTS

	<u>INIT COS</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>COST</u>
Travel - Westfield (2 trips @ 50 miles)	\$0.68	Mile	100	\$68.00

FEE SUMMARY - ROADWAY DESIGN

TOTAL OTHER DIRECT COSTS	\$68.00
UTILITY COORDINATION FEE TOTAL	\$17,100.00
FEE TOTAL - UTILITY COORDINATION SERVICES	\$17,168.00
USE	\$17,200.00

**HOURS AND FEE JUSTIFICATION
BIDDING & NEGOTIATION**

DESCRIPTION	HOURS CLASSIFICATION						TOTALS
	PM II	PM I	ENG III	ENG II	ENG I	CAD TECH I	
BIDDING SERVICES							
Pre-Bid Meeting	3	4	0	0	0	0	7
Responses to bidder's questions.	2	2	2	4	4	4	18
Bid Tabs	0	0	1	0	0	0	1
TOTAL HOURS	5	6	3	4	4	4	26
HOURLY RATE (SEE BELOW FOR COMPUTATIONS)	\$189.63	\$149.69	\$127.98	\$107.86	\$84.31	\$53.82	
DIRECT SALARY COST	\$948.14	\$898.16	\$383.93	\$431.43	\$337.25	\$215.29	\$3,214.20

WEIGHTED HOURLY RATE COMPUTATIONS

<u>RATE FISCAL YEAR</u>	<u>PM II</u>	<u>PM I</u>	<u>ENG III</u>	<u>ENG II</u>	<u>ENG I</u>	<u>CAD TECH I</u>	<u>% INCREASE</u>
Current Fiscal Year	\$180.49	\$142.48	\$121.81	\$102.66	\$80.25	\$51.23	2.50%
2023	\$185.00	\$146.04	\$124.86	\$105.23	\$82.26	\$52.51	2.50%
2024	\$189.63	\$149.69	\$127.98	\$107.86	\$84.31	\$53.82	2.50%
<u>RATE FISCAL YEAR</u>	<u>HOURS PER FISCAL YEAR</u>						
Current Fiscal Year	0	0	0	0	0	0	
2023	0	0	0	0	0	0	
2024	5	6	3	4	4	4	
Subtotal	5	6	3	4	4	4	
<u>WEIGHTED HOURLY RATE PER CLASSIFICATION</u>	189.627306	149.69305	127.976631	107.857163	84.3126563	53.8235188	

<u>OTHER DIRECT COSTS</u>	<u>UNIT COST</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>COST</u>
Travel - Westfield (1 trips @ 50 miles)	\$0.68	Mile	50	\$34.00

FEE SUMMARY - ROADWAY DESIGN

TOTAL OTHER DIRECT COSTS	\$34.00
BIDDING & NEGOTIATION FEE TOTAL	<u>\$3,200.00</u>
<u>LUMP SUM FEE TOTAL - ROADWAY DESIGN SERVICES</u>	<u>\$3,234.00</u>
<u>USE</u>	<u>\$3,200.00</u>

ROAD IMPACT FEE AGREEMENT

This ROAD IMPACT FEE AGREEMENT (“Agreement”) is made and entered into as of the _____ day of _____, 20____, by and between the City of Westfield, Indiana, (“Westfield”) and Epcon Westfield, LLC, an Indiana limited liability company (“Developer”) as follows:

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

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

WHEREAS, as part of the development of The Courtyards of Westfield, as depicted in the attached **Exhibit A** (“Development”), road impact fees are required to be paid to Westfield by the Developer in accordance with City Ordinance 17-43;

WHEREAS, the City of Westfield desires the Developer to construct 675’ of 27” Reinforced Concrete Pipe (RCP) (“Improvements”) to accommodate the drainage outlet for the City’s future roundabout project;

WHEREAS, Developer desires to accommodate the City of Westfield’s request for the associated road improvements, in exchange for road impact fee credit or reimbursement (“RIF Credits”) associated with the Development;

WHEREAS, Developer shall donate the Improvements to the City after construction of the Improvements at no cost to the City.

- 1) Developer shall, at the Developer’s sole expense, construct the Improvements in accordance with the City’s construction standards. Improvements by the Developer shall be subject to any applicable permits, financial guarantees, and inspections by Westfield.
- 2) Pulte Homes of Indiana, LLC shall dedicate as right-of-way to Westfield the Real Estate described in **Exhibit C** (“Real Estate”) and Developer shall dedicate to Westfield the Improvements, each at no cost to Westfield, prior to Developer being eligible for RIF reimbursement.
- 3) Developer shall provide all receipts and an itemized account of expenses to support the total cost for the acquisition of the Real Estate, if any, and construction of the Improvements to Westfield.
- 4) Within thirty (30) days of the completion of the Improvements and dedication of the Real Estate, Westfield shall issue an RIF Credit to Developer in the amount equal to the actual cost to construct the Improvements, an amount that shall not exceed \$78,400.00, as depicted in the attached **Exhibit B** (“Improvement Cost”).

- 5) The parties acknowledge and agree that any building permits issued within the Development shall have the applicable road impact fee that would have been collected from each of the issued building permits credited against the RIF Credit until such time that the Road Impact Fee is completely recognized for the Development or the RIF Credit is completely accounted.
- 6) 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:

Taft
One Indiana Square, Suite 3500
Indianapolis, IN 46204
Attn: Manny Herceg

If to Developer:

Epcon Westfield, LLC
Attn: Brooks Longfellow
11555 North Meridian Street; #120
Carmel, IN 46032

- 7) On _____, the Westfield Board of Public Works and Safety authorized the Director of the Public Works Department to execute this Agreement.

Developer name:

Epcon Westfield, LLC

**City of Westfield,
Hamilton County, Indiana**

By: _____

By: _____

Printed Name: _____

Jeremy Lollar, Director

Title: _____

Public Works Department

Date: _____

Date: _____

Exhibit A
Site Plan for the Development



Exhibit B

The Cost

Option 2	LF	Unit Price	Ext
27" RCP	675	\$100.00	\$ 67,500.00
New 60" MH			\$ 5,000.00
New 60" MH 524			\$ 5,000.00
Construction Engineering			\$ 900.00
			\$ 78,400.00

Exhibit C

Legal Description of Real Estate

OFFITE DRAINAGE EASEMENT

A part of the Southeast Quarter of Section 17, Township 18 North, Range 3 East, Second Principal Meridian, Hamilton County, Indiana, being a tract of land shown on the plat of an original boundary survey of said tract certified by Joseph Trian, PS AL521500003 on December 18, 2020 as The Schneider Corporation's project number 12454 (all references to monuments and courses herein are as shown on said plat of survey) described as follows:

Commencing at the Northwest Corner of said Southeast Quarter; thence North 89 degrees 26 minutes 39 seconds East [Basis of Bearings - Indiana State Plane Coordinate System - East zone], a distance of 768.37 along the North line thereof to the Northwest Corner of a Tract described to EPCON WESTFIELD, LLC, in Instr. No. 2021015916 recorded in the Office of the Recorder of Hamilton County, Indiana; thence South 00 degrees 03 minutes 15 seconds East, a distance of 22.00 feet along the West line thereof to the POINT OF BEGINNING; thence South 89 degrees 26 minutes 39 seconds West, a distance of 679.73 feet; thence South 00 degrees 33 minutes 21 seconds, a distance of 20.00 feet; thence North 89 degrees 26 minutes 39 seconds East, a distance of 679.56 feet to the West line of said EPCON WESTFIELD, LLC Tract; thence North 00 degrees 03 minutes 15 seconds West, a distance of 20.00 feet along the West line thereof to the Point of Beginning. Containing .312 acres, more or less.

Prepared by:


Jacob M. Shinneman

Registered Land Surveyor #22100006

February 3, 2022

Email: jshinneman@schneidergeomatics.com



SCALE: 1"=150'

Indiana State Plane Coordinate System
East Zone

