



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda_01_27_2021

Wednesday, January 27, 2021 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, January 27, 2021 at 01:00 PM

MEETING PLACE: Virtual Conference Call

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

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Action Item #1:

Minutes - December 9, 2020

Documents: [December 9, 2020 Meeting Minutes](#)

Resolutions

Construction Standards & Specifications Changes

NONE

Contracts/Agreements

Action Item #2:

Puddle Jumpers & City of Westfield - Stormwater Maintenance 2021 - Professional Consulting Agreement

Documents: [Stormwater Maintenance 2021 Agreement](#) | [Westfield Proposal Stormwater 2021](#)

Action Item #3:

A&F Engineering & City of Westfield - 2021 On-Call Contract

Documents: [2021 On Call Contract](#)

Action Item #4:

A&F Engineering & City of Westfield - 169th & Spring Mill Supplemental #1

Documents: [Supplemental #1](#)

Action Item #5:

Lancaster 7 Right-of-Way Dedication

Documents: [ROW Dedication - Lancaster, Section 7](#)

Action Item #6:

Ray's 2021 Contract for Signature

Action Item #7:

Christopher B. Burke Engineering & City of Westfield - 2021 Stormwater On-Call Contract

Documents: [2021 MS4 Contract](#)

Action Item #8:

Paul I. Cripe & City of Westfield - New Fire Station #81 & Administrative Offices, 17001 Ditch Road

Documents: [Cripe COW #81 Contract](#) | [Criteria Design Proposal](#) | [Project Intent Letter](#)

Permit Approval

Action Item #9:

Encroachment Permit: Duke Energy - 17000 Spring Mill Road at 169th Street - Existing Electric Relocation

Documents: [Duke Energy-Encr App](#)

Agreements and/or Memorandum of Understanding (MOU)

Consent Agenda

WSP & City of Westfield - Reconstruction of Little Eagle Creek from 146th Street to Shelborne Road

Documents: [Professional Services Agreement](#)

January Bond Information

Documents: [Bond Information - January 2021](#)

Department Reports

Fire

Police

WPD November Report

Documents: [November Report](#)

WPD December Report

Documents: [WPD December Report](#)

Public Works

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY December 9, 2020

The Westfield Board of Public Works and Safety met on December 9, 2020 via conference call. Present were Randy Graham, Mayor Cook, Kim Strang, Deputy Clerk & Brian Zaiger, Legal Counsel.

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

AGENDA ITEMS:

Action Item #1: Meeting Minutes Consideration for Approval:

Randy Graham made the motion to approve the November 11, 2020 meeting minutes as presented. Mayor Cook seconded. Vote: Yes-2; No-0. Motion carries.

CONTRACTS/AGREEMENTS

Action Item #2: Westchester, Section 3, Right-of-Way Dedication

Johnathon Nail presented stating this dedicates the rights to the city and allows for the required passing blister for the thoroughfare plan to be constructed on the NE side of 151st and Towne Rd.

Mayor Cook made the motion to approve the right-of-way dedication. Randy Graham seconded. Vote: Yes-2; No-0. Motion carried.

PERMIT APPROVAL

Action Item #3: Duke Energy-5 East 191st Street-Encroachment Application

Adam Essex presented stating this is a request for the replacement of 40 poles. The height of the poles will increase from 35ft to 45 ft and will be placed 20ft away from the road. The location of the poles is in-line with the future expansion of this area.

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

Action Item #4: Duke Energy-1950 Horton Road-Encroachment Application

Adam Essex presented stating this would allow for the replacement of 5 poles and add an additional 2 poles. Two thousand seventy-seven (2077 ft) of the work would be placed underground.

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

CONSENT AGENDA:

INDOT & City of Westfield-Midland Trace Trail Crossing Carey Road, LPA Agreement-Signatures only

INDOT & City of Westfield-151st St and Towne Road RAB, LPA Agreement-Signatures Only

Conflict of Interest Approval-Cindy Gossard

Conflict of Interest Approval-Kerri Gagnon

December Bond Information

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

DEPARTMENT REPORTS:

Fire- Rob Gaylor present-no report

Police- Chief Rush

Public Works- Jeremy Lollar

With no further business Randy Graham made the motion to adjourn. Mayor Cook seconded.
Vote: Yes-2; No-0. Motion carried. The meeting was adjourned at 1:20 PM

Deputy Clerk-Treasurer

Board of Public Works and Safety

CONTRACT

THIS CONTRACT is made and entered into _____, 2020, by and between the City of Westfield, Indiana, acting by and through its Board of Public Works and Safety, hereinafter referred to as the "LOCAL PUBLIC AGENCY", and A&F ENGINEERING CO., LLC., hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the LOCAL PUBLIC AGENCY desires to contract for engineering services required to furnish services to the City of Westfield on an as needed basis; and

WHEREAS, the CONSULTANT has expressed a willingness to provide services on an as needed basis;

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

Section 1 Services by CONSULTANT

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

Section 2 Information and Services to be Furnished by the LOCAL PUBLIC AGENCY

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

Section 3 Schedule and Notice to Proceed

3.1 The CONSULTANT shall begin the work under this Contract on January 1, 2021.

Section 4 Compensation

4.1 The CONSULTANT shall receive payment for the work performed under this Contract as set forth in Appendix "C", attached to this Contract, and made an integral part hereof.

Section 5 General Provisions

5.1 Work Office

The CONSULTANT shall perform the work under this Contract at 8365 Keystone Crossing, Suite 201, Indianapolis, Indiana 46240.

5.2 Employment

During the period of this Contract, the CONSULTANT shall not engage on this project on a full or part time or other basis any professional or technical personnel who are or have been at any time during the period of this Contract in the employ of the LOCAL PUBLIC AGENCY except regularly retired employees.

5.3 Covenant Against Contingent Fees

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty the LOCAL PUBLIC AGENCY shall have the right to annul this Contract without liability, or, at its discretion to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

5.4 Subletting and Assignment of Contract

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

5.5 Ownership of Documents

All documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc., as instruments of service, are to be the property of the LOCAL PUBLIC AGENCY. During the performance of the services, herein provided for, the CONSULTANT shall be responsible for any loss or damage to the documents, herein enumerated, while they are in their possession and any such loss or damage shall be restored at their expense. Full access to the work during the progress of the work shall be available to the LOCAL PUBLIC AGENCY.

5.6 Access to Records

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

5.7 Compliance with State and Other Laws

The CONSULTANT specifically agrees that in performance of the services herein enumerated by him or by a subcontractor or anyone acting in behalf of either, that they will comply with any and all Local, State, and Federal statutes, ordinances, and regulations and obtain all permits that are applicable to the entry into and performance of this Contract.

5.8 Responsibility for Claims and Liabilities

The CONSULTANT shall be responsible for all damage to life and property due to activities of the CONSULTANT, his subcontractors, agents, or employees in connection with such services, and shall be responsible for all parts of his work both temporary and permanent.

5.9 Status of Claims

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

5.10 Workman's Compensation and Liability Insurance

The CONSULTANT shall procure and maintain, until final payment by the LOCAL PUBLIC AGENCY for the services covered by this Contract, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the State of Indiana covering all operations under this Contract whether performed by him or by his subcontractor. The CONSULTANT will not be given a notice to proceed until the CONSULTANT has furnished a certificate or certificates in a form satisfactory to the LOCAL PUBLIC AGENCY, showing that this section has been complied with. During the life of this

Contract, the CONSULTANT shall furnish the LOCAL PUBLIC AGENCY with certificates showing that the required insurance coverage is maintained. The certificate or certificates shall provide that the policies shall not be changed or canceled until ten (10) days written notice has been given to the LOCAL PUBLIC AGENCY. In the event that such written notice of change or cancellation is given, the LOCAL PUBLIC AGENCY may at its option terminate this Contract and no further compensation shall in such case be made to the CONSULTANT.

The kinds and amounts of insurance required are as follows:

- (A) Policy covering the obligations of the CONSULTANT in accordance with the provisions of the Workmen's Compensation Law. This Contract shall be void and of no effect unless the CONSULTANT procures such policy and maintains it until acceptance of the work.
- (B) Comprehensive Policies of Bodily Injury Liability and Property Damage Liability Insurance, including Owners and Contractors Protective Coverage and a Save and Hold Harmless Endorsement of the types herein specified each with Bodily Injury Limits of Liability of not less than \$100,000.00 for each person, including death at any time resulting therefrom, and not less than \$300,000.00 in any one accident, and not less than \$100,000.00 for all damages arising out of injury to or destruction of property.
- (C) Automobile Policies of Bodily Injury and Property Damage Liability Insurance of the types herein specified with bodily injury limits of liability of not less than \$100,000.00 for each person, including death at any time resulting therefrom, and not less than \$300,000.00 in any one accident, and not less than \$100,000.00 for all damages arising out of injury to or destruction of property, including hired and non-owned vehicles.

5.11 Changes in Work

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

5.12 Delays and Extensions

The CONSULTANT agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be compensated for by an extension of time for such period as may be determined by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgement, it being understood, however, the permitting of the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LOCAL PUBLIC AGENCY of any or its rights herein.

5.13 Abandonment and Termination

The LOCAL PUBLIC AGENCY reserves the right to terminate or suspend this Contract upon written notice.

(A) If the LOCAL PUBLIC AGENCY shall abandon the services herein mentioned, the CONSULTANT shall deliver to the LOCAL PUBLIC AGENCY all data, reports, drawings, specifications, and estimates completed or partially completed and these shall become the property of the LOCAL PUBLIC AGENCY . The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the CONSULTANT to the date of the abandonment and which estimate shall be a made by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgement for all services to be paid for on a lump sum basis.

(B) If, at any time, for any cause whatsoever, the CONSULTANT shall abandon or fail to timely perform any of its duties hereunder, including the preparation and completion of plans and specifications within the several times herein before specified, or within such further extension or extensions or time as agreed upon, the LOCAL PUBLIC AGENCY may give written notice, that if the CONSULTANT shall not within twenty (20) calendar days from the date of such notice, have complied with the requirements of this Contract, then the Contract is deemed terminated. Upon the mailing or delivery of such notice or personal delivery thereof to the CONSULTANT, and the failure of the CONSULTANT within said described (20) day period to fully comply with each and all requirements of this Contract, this Contract shall terminate and the LOCAL

PUBLIC AGENCY may by any method it deems to be necessary designate and employ other consultants by agreement or otherwise, to perform and complete the services herein described. When written notice is referred to herein, it shall be deemed given when deposited in the mail addressed to the CONSULTANT at its last known address.

- (C) In case the LOCAL PUBLIC AGENCY shall act under the last preceding paragraph, then and in such event, all data, reports, drawings, plans, sketches, sections, and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within twenty (20) days to the LOCAL PUBLIC AGENCY . In the event of the failure by the CONSULTANT to make such delivery upon demand, then and in that event the CONSULTANT shall pay to the LOCAL PUBLIC AGENCY any damage it may sustain by reason thereof.

5.14 Successors and Assignees

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

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

5.15 Supplements

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

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

A&F ENGINEERING CO., LLC.

BOARD OF PUBLIC WORKS AND SAFETY
CITY OF WESTFIELD, INDIANA

BY 
Steven J. Fehribach, P.E.
President

BY _____
Member

BY _____
Member

BY _____
Member

Attest:

Attest:

BY 
Joseph T. Rengel, P.E.
Vice President

BY _____

APPENDIX "A"

SCOPE OF WORK

1. PROFESSIONAL SERVICES

The following is a list of services that may be included as part of the annual agreement. The agreement is to provide the LOCAL PUBLIC AGENCY of Westfield with Professional Engineering Services on a as needed basis. The items listed below are examples of work previously conducted for LOCAL PUBLIC AGENCIES. These items are conducted on an as needed basis, but the intent is not to cover all intersections or roadways within the LOCAL PUBLIC AGENCY limits.

2. STUDIES

- Speed Studies
- 4-Way Stop Control Studies
- Preliminary Signal Warrant Studies
- Development Traffic Assessments
- Left-Turn Lane Requirement Studies
- Right-Turn Lane Requirement Studies
- Queue Length Studies

3. MISCELLANEOUS

- Pavement Marking Layout
- Pavement Marking Design
- Preliminary Intersection Design
- Review Intersections for Lane Configuration
- 24 Hour Traffic Volume Counts
- Peak Hour Traffic Volumes Counts
- Signal Timing Analysis

4. ADDITIONAL SERVICES

For all design services, a lump sum contract will be provided, if requested.

APPENDIX "B"

INFORMATION & SERVICE TO BE FURNISHED BY THE LOCAL PUBLIC AGENCY

1. The LOCAL PUBLIC AGENCY shall furnish the CONSULTANT with the following:
 - A. The LOCAL PUBLIC AGENCY shall designate an employee as the Project Coordinator to coordinate activities between the LOCAL PUBLIC AGENCY and CONSULTANT.
 - B. Compensate the CONSULTANT for their services.

APPENDIX "C"

COMPENSATION

1. Amount of Payment

A. Not to Exceed Fee:

This Contract shall be an hourly rate contract based on the following rates. However, a lump sum will be provided if requested by the City. The maximum Contract amount is \$20,000.00 unless modified by the City.

Principal	\$210.00
Project Manager	\$180.00
Transportation Engineer	\$155.00
Designer	\$145.00
Traffic Count Supervisor	\$90.00
CADD Technician	\$110.00
Traffic Counter	\$80.00



STEVEN J. FEHRIBACH, P.E.
PRESIDENT

R. MATTHEW BROWN, P.E.
VICE PRESIDENT

KAREN K. COLLINS, P.E.
VICE PRESIDENT

JOSEPH T. RENGEL, P.E.
VICE PRESIDENT

TRANSPORTATION ENGINEERING STUDIES • TRAFFIC IMPACT ANALYSES
STREET DESIGN • HIGHWAY DESIGN • TRAFFIC ENGINEERING
PARKING LOT DESIGN • TRANSPORTATION PLANNING STUDIES
CONSTRUCTION OBSERVATION • SITE ENGINEERING

REGISTRATION

INDIANA
ILLINOIS
KENTUCKY
MICHIGAN
OHIO
MISSOURI
TEXAS

December 28, 2020

Mr. Johnathon Nail, P.E.
City Engineer
City of Westfield
2728 East 171st Street
Westfield, IN 46074

Re: 169th Street & Spring Mill Road Supplemental Request

Dear Mr. Nail,

A&F is currently finalizing the design package for a future roundabout at the intersection of 169th Street and Spring Mill Road. After completion of the Stage 3 plans and document, and after the approval of the necessary permits, the City requested that A&F redesign the storage for the storm sewer system. This work would be designed for the benefit of the future maintenance by the City. A&F engineers had to coordinate the modifications with utilities, some of whom were already working on relocation plans.

A manhour justification is attached documenting the work for these modifications. In summary, the total A&F Engineering requests for this additional work is \$18,320.00.

We look forward to continuing to work with the City further on this project as the design progresses. Thank you for your consideration of this request. If you have any questions, please contact me.

Sincerely,
A&F Engineering Co., LLC

Joseph T. Rengel, P.E.
Vice President

A & F ENGINEERING CO., LLC.

MANHOUR JUSTIFICATION

PROJECT: 169TH AND SPRING MILL ROUNDABOUT
 PROJ.#:
 DES.#:
 CLIENT: CITY OF WESTFIELD
 TASK: STORM SEWER REVISIONS SUPPLEMENTAL

12/28/20

WORK CLASSIFICATION	Project Manager	Lead Design Engineer	Staff Engineer	CADD Technician	
ASSESS STORM SEWER ALTERNATIVES	2.00	12.00	6.00		
REVISE CIVIL 3D STORM SEWER		16.00		8.00	
UPDATE STRUCTURE DATA TABLE		4.00		2.00	
UPDATE PLAN SHEET LABELING		0.50	3.00	6.00	
UPDATE STRUCTURES ON PROFILE SHEETS		0.50	2.00	2.00	
UPDATE STRUCTURES IN CROSS SECTIONS		2.00	4.00	12.00	
UPDATE STRUCTURE BACKFILL CALCS		1.00	4.00		
PIPE MATERIAL SELECTION PROGRAM		0.50	3.00		
UPDATE PIPE MATERIAL TABLE		0.50	3.00	1.00	
REVIEW UTILITY PLANS VS STORM CHANGES	2.00	6.00	4.00		
COORDINATE WORK PLAN CHANGES WITH UTILITIES	1.00	12.00		6.00	
SITE VISITS WITH UTILITIES		6.00			
TOTAL HOURS	5.00	61.00	29.00	37.00	132.00
BILLING RATE (WEIGHTED)	175.94	159.94	124.75	106.68	
TOTAL DIRECT LABOR	879.70	9756.34	3617.75	3947.16	18,200.95
DIRECT COST					119.50
TOTAL					18,320.45
USE NOT TO EXCEED FEE					18,320.00

DIRECT COST SUMMARY

SITE	TRIPS @	25.00 MILES @	0.39 PER MILE	0.00
CITY OFFICE	2 TRIPS @	25.00 MILES @	0.39 PER MILE	19.50
MISCELLANEOUS, PAPER & PRINTING				100.00
				119.50

**CITY OF WESTFIELD
BOARD OF PUBLIC WORKS**

Andy Cook, Member

Randall Graham, Member

Jim Ake, Member

Patricia Leuteritz, Attest

DEDICATION OF PUBLIC RIGHT-OF-WAY

Mary Margaret Banas (the "Grantor"), being the fee simple owner of all real estate described herein, for good and valuable consideration, does hereby grant and dedicate to the City of Westfield, Hamilton County, Indiana (the "Grantee"), on behalf of and for the public, for use as a right-of-way for public road purposes, the following described real estate situated in Hamilton County, Indiana, more particularly described on Exhibit A, attached hereto and made a part hereof.

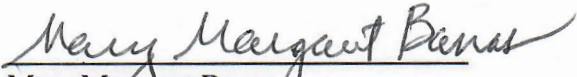
This dedication is made subject to all existing easements and rights-of-way.

This conveyance of real estate is not subject to Indiana gross income tax.

The Grantor hereby covenants that it is the owner in fee simple of the real estate, is lawfully seized thereof, and has authority to grant and convey the foregoing right-of-way, and guarantees the quiet possession thereof, and that Grantor will warrant and defend the Grantee's title to the right-of-way hereby granted against all claims.

IN WITNESS WHEREOF, Grantor has executed this Dedication of Public Right-Of-Way as of this 30 day of October, 2020

GRANTOR:


Mary Margaret Banas

STATE OF Virginia)
) SS:
COUNTY OF Fairfax)

Before me, a Notary Public in and for said County and State, personally appeared Mary Margaret Banas, who having been duly sworn upon his/her oath acknowledged the execution of the foregoing Dedication of Public Right-of-Way.

Witness my hand and Notarial Seal this 30th day of October, 2020.

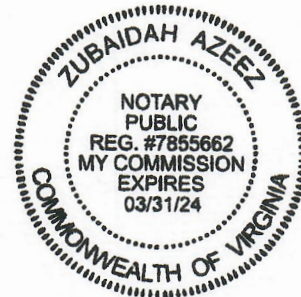
(Signature)

(Printed Name)

[Signature]
Zubaidah Azeer

Notary Public residing in:
My Commission Expires:

Fairfax County
March/31/2024



CERTIFICATE OF PROOF

WITNESS to the signature(s) executed and delivered in my presence on the foregoing instrument to which this Proof is attached:

[Signature]
Witness Signature

Mesha Abusalem
Witness Name (must be typed / printed)

STATE OF Virginia)
COUNTY OF Fairfax)

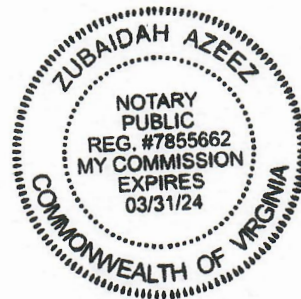
Before me, a Notary Public in and for said County and State, on October /30, 2020, personally appeared the above named WITNESS to the foregoing instrument, who, being by me duly sworn, did depose and say that he/she knows Mary Margaret Banas to be the individual(s) described in and who executed the foregoing instrument; that said WITNESS was present and saw said Mary Margaret Banas execute the same; and that said WITNESS at the same time subscribed his/her name as a witness thereto.

Witness my hand and Notarial Seal this 30 day of October, 2020.

Signature: *[Signature]*, Notary Public

Printed: Zubaidah Azeez

My Commission Expires:
March /31/ 2024
My County of Residence is:
Fairfax



ACCEPTANCE

WHEREAS, Mary Margaret Banas has this day filed with Grantee its dedication of certain real estate as hereinabove set forth (the "Dedication"); and

WHEREAS, Grantee finds that the Dedication is desirable and necessary.

NOW THEREFORE, the Director of Public Works of Grantee under and by virtue of the power conferred by the Board of Public Works (Ordinance _____) for and on behalf of Grantee, accepts said Dedication this _____ day of _____, 20____, and orders that the Instrument of Dedication be recorded in the Recorder's Office of the County of Hamilton, State of Indiana, and said described real estate is hereby declared open and dedicated.

GRANTEE:
City of Westfield, Hamilton County, Indiana

Jeremy Lollar
Director of Public Works

ATTEST:

By: _____

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

This instrument prepared by Timothy J Walter, Platinum Properties Management Company, LLC, 9757 Westpoint Drive, Suite 600, Indianapolis, Indiana 46256.

LEGEND



RIGHT-OF-WAY



ASSUMED NORTH



SCALE: 1" = 100'

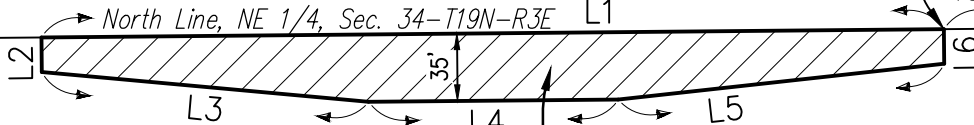
EXHIBIT "A"

NW COR, NE 1/4 SEC. 34-T19N-R3E
HARRISON MONUMENT FOUND PER
HAMILTON COUNTY SURVEYOR'S
OFFICE CORNER RECORD

POINT OF COMMENCEMENT
NE COR, NE 1/4 SEC. 34-T19N-R3E
HARRISON MONUMENT FOUND PER
HAMILTON COUNTY SURVEYOR'S
OFFICE CORNER RECORD

W. 186TH STREET

POINT OF BEGINNING S89°28'22"W
1396.66'



Line Table		
Line #	Direction	Length
L1	S89°28'22"W	470.00'
L2	S00°31'38"E	18.00'
L3	S84°49'00"E	170.85'
L4	N89°28'22"E	130.00'
L5	N83°45'44"E	170.85'
L6	N00°31'38"W	18.00'

RIGHT-OF-WAY
0.311 ACRES±
13,560 SQUARE FEET

Parcel #08-05-34-00-00-008.000
Mary Margaret Banas
1/2 Interest - Inst. #9018054
1/2 Interest - Inst. #9115168

RIGHT-OF-WAY DESCRIPTION:

Part of the Northeast Quarter of Section 34, Township 19 North, Range 3 East of the Second Principal Meridian, Washington Township, Hamilton County, Indiana, described as:

COMMENCING at the northeast corner of said Quarter Section, marked by a Harrison monument; thence South 89 degrees 28 minutes 22 seconds West (assumed bearing) along the north line of said Quarter Section a distance of 1396.66 feet to the POINT OF BEGINNING; thence continuing South 89 degrees 28 minutes 22 seconds West along said north line a distance of 470.00 feet; thence South 00 degrees 31 minutes 38 seconds East a distance of 18.00 feet; thence South 84 degrees 49 minutes 00 seconds East a distance of 170.85 feet; thence North 89 degrees 28 minutes 22 seconds East a distance of 130.00 feet; thence North 83 degrees 45 minutes 44 seconds East a distance of 170.85 feet; thence North 00 degrees 31 minutes 38 seconds West a distance of 18.00 feet to the POINT OF BEGINNING, containing 0.311 acres, more or less

Kristopher K. Eichhorn

Kristopher K. Eichhorn
Professional Surveyor #21000230
April 29, 2020
E-Mail: keichhorn@hwcengineering.com



Based upon a survey by Stoeppelwerth and Associates recorded as Instrument Number 2019R010792 in the Office of the Recorder of Hamilton County, Indiana.

Note:

This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.

PREPARED BY

HWC
ENGINEERING
135 N. PENNSYLVANIA ST, SUITE 2800
INDIANAPOLIS, IN 46204
317-347-3663
INDIANAPOLIS - TERRE HAUTE
LAFAYETTE - MUNCIE - NEW ALBANY

www.hwcengineering.com

LANCASTER SECTION 7
RIGHT-OF-WAY
PT NE 1/4 SEC 34-T19N-R3E
WASHINGTON TOWNSHIP
WESTFIELD, INDIANA

DRAWN BY
KKE

CHECKED BY
AJB

DATE
4/29/2020

SCALE
1" = 100'

PG 1 OF 1

JOB NUMBER
2019-109

©2020



DATE: January 19, 2021

TASK NAME: 2021 Stormwater On-call Support

PROJECT DESCRIPTION: From time to time the City of Westfield may need technical assistance with stormwater management, water quality monitoring and MS4 program compliance. Christopher B. Burke Engineering, LLC (Burke) will provide ongoing services as assigned by the City's stormwater coordinator.

PRIMARY TASKS:

- Provide as-needed assistance (including review) for MS4 permit documents such as the updated SWQMP, Annual Report submittals, and new MS4 permit documentation
- Serve as a resource when the City's stormwater coordinator has questions regarding water quality, green infrastructure, and MS4 program implementation
- Other stormwater-related tasks as agreed upon

PRIMARY PRODUCT(S):

- Annual Report submittal to IDEM
- Updated SWQMP components (due dates determined by IDEM's new MS4 General Permit)
- Other deliverables dependent on the requested on-call services

TIME SCHEDULE: As needed, on-call support through December 31, 2021

FEE ESTIMATE: Not to exceed **\$20,000** (time and material)

CONCURRENCES & NOTICE TO PROCEED:

Burke Representative: Name: Jon Stolz Initials:  Date: 1/19/2021

City of Westfield Representative: Name: _____ Initials: _____ Date: _____

The noted tasks, fee, and time schedule are provided as an approximation of what may be necessary to complete the noted project. The use of these estimates is intended for planning purposes only and is not intended to replace the contractual obligations of both the City of Westfield and Christopher B. Burke Engineering, LLC. The services outlined in this task summary sheet are subject to the terms and conditions as set forth in the original contract (19.R170495.00000) dated December 1, 2017 and the attached standard charges for professional services.



Standard Charges for Professional Services, January 2020

<u>Personnel</u>	<u>(\$/Hr)</u>
Engineer VI.....	216
Engineer V	197
Engineer IV.....	172
Engineer III	144
Engineer I/II	113
Resource Planner V	160
Resource Planner IV.....	150
Resource Planner III	130
Resource Planner I/II	105
Engineering Technician IV	155
Engineering Technician III	139
Engineering Technician I/II	105
CAD II.....	130
CAD I	107
GIS Specialist IV	155
GIS Specialist III.....	139
GIS Specialist I/II	100
Environmental Resource Specialist V	151
Environmental Resource Specialist IV	139
Environmental Resource Specialist III.....	125
Environmental Resource Specialist I/II	105
Environmental Resource Technician.....	99
Administrative	75
Engineering Intern.....	60
Information Technician I/II.....	75

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

**Charges include overhead and profit*

Christopher B. Burke Engineering, LLC reserves the right to increase these rates and costs by 5% if the contract is executed after December 31, 2021.



Paul I. Cripe, Inc. d/b/a Cripe
3939 Priority Way South Drive, Suite 200
Indianapolis, IN 46240
317-844-6777
FAX: 317-706-6451
www.cripe.biz

DATE: December 8, 2020
RE: Engagement Contract for Services
PROJECT NAME: New Fire Station #81 and
Administrative Offices
PROJECT LOCATION: 17001 Ditch Road,
Westfield, Indiana

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

Dear Mr. Burtron:

To ensure a better understanding of Paul I. Cripe, Inc.'s ("Cripe") services to City of Westfield ("Client"), this letter is to confirm Client's request for services and to outline the terms of Cripe's contractual arrangement with Client.

SCOPE OF SERVICES: We have written a job order for the following service(s): Construction documents and construction administration services for the above-referenced project, as outlined in Cripe's proposal letter dated December 2, 2020, a copy of which is attached hereto.

ASSUMPTIONS: The above Scope of Services was based on the following assumptions and/or exclusions:

- The Scope of Services and Compensation includes an allowance for meetings to be held with governmental agencies and/or City of Westfield. If additional meetings are required, Cripe will notify Client and attendance at the meetings will be charged at Cripe's standard hourly rates.
- The scope of this project is limited to the items specified in the stated "Scope of Services" listed above. Any matters not specifically included in the described scope of services are hereby specifically excluded from the responsibility of Cripe for investigation, analysis or reporting.

If these assumptions prove not valid, Cripe may request an additional services contract to perform any additional scope of work requested by the Client.

COMPENSATION: The Services will be performed under this contract for the following fixed fees:

PHASE	FIXED FEE	NTE HOURLY
RFQ (Architectural, MEP Engineering, Civil Engineering, Criteria Consultant)	\$ 24,750.00	
RFP (Architectural, MEP Engineering, Civil Engineering, Criteria Consultant)	\$ 106,375.00	
Advisory Post-Contract (Architectural, Structural Engineering, MEP Engineering, Civil Engineering)		\$ 69,150.00
TOTAL*	\$ 131,125.00	

Land Surveying Services completed.....\$8,996.00
Land Surveying Services remaining.....\$7,482.00

*Design Work expended to date\$17,593.23

Total **\$165,196.23**

Potential Additional Services

Utility As-builts\$TBD
Commissioning\$52,325.00

PAYMENT TERMS: Payment shall be rendered as follows:

- Payment shall be due upon receipt of the invoice but in no event no later than thirty (30) days from the date of the invoice. Invoices not contested in writing within ten (10) business days of receipt are considered accepted by Client and are payable in full. Failure to make payment as provided herein could result in Cripe filing a lien against the real property which is the subject of this Contract.
- By executing this Engagement Contract for Services, the authorized signer accepts full responsibility for payment of all invoices regardless of third party involvement or outside financing arrangements.
- Payment shall be made to the following address: Paul I. Cripe, Inc., P.O. Box 2132, Indianapolis, IN 46206-2132.
- Failure to make payment when due shall be cause for suspension of services or, ultimately, termination, unless and until Cripe has been paid in full all amounts due for services, expenses and other related charges.
- Interest at 1½% per month, effective rate of 18% per annum, will be due and payable on amounts not paid within thirty (30) days.
- Cripe shall be entitled to attorney's fees and other costs incurred by us in collecting delinquent accounts.
- In the event of disputed amounts, payments shall be made to Cripe promptly on all amounts that are not in dispute.
- By executing this Engagement Contract for Services, Client waives any limitation on the period in which Cripe may file notice of intention to hold a lien against the owner's property to secure payment of our fees.

REIMBURSABLE EXPENSES: Costs for advances and other reimbursables including but not limited to, blueprints, photography, equipment charges, courier fees and mileage are extra to the fees and shall not exceed \$5,000.00. In addition to the above fee, these costs would include reproduction costs of all drawings and documents used internally in the normal work process.

INVOICES: Unless otherwise agreed upon, Cripe will submit monthly invoices to Client for Services performed and advances to date. Our invoice will be sent to:

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

ELECTION NOT TO USE INSPECTION SERVICES: Client acknowledges that in order for Cripe to submit plans to the State of Indiana, Cripe must certify that Cripe or their designee, shall inspect the construction covered by the application for the work which is the subject of this agreement. Client has elected not to use Cripe for said inspection services and acknowledges and agrees that it must designate a qualified and competent construction experienced representative to provide said inspection services to insure the work contemplated hereunder is in general compliance with the documents approved by the State of Indiana.

ADDITIONAL SERVICES: Additional Services shall be defined as significant changes in the scope, extent or character of the portion of the project designed or specified by Cripe or its design requirements including, but not limited to, changes in size, complexity, Client's schedule, character of construction or method of financing. In addition, Additional Services shall include the revision of previously accepted studies, reports, drawings, specifications or contract documents when such revisions are required by actual changes or interpretation in laws, rules, regulations, ordinances, codes or orders enacted subsequent to or during the preparation of such studies, reports, drawings, specifications or contract documents, and unforeseen conditions that are due to causes beyond Cripe's control. Change in Services shall entitle Cripe to an adjustment in compensation. Cripe shall notify Client of these changes prior to providing such Additional Services.

SAFETY RESPONSIBILITY: Client shall assign responsibility to its contractor for all site construction safety procedures and Cripe shall have no responsibility for enforcement of said procedures or liability resulting therefrom.

PERMITTING: Cripe shall prepare and obtain all applicable regulatory state and local agency submittals, with the exception of building permits and any other permits normally obtained by the contractor(s). **Choose appropriate selection:**

☐ Client shall provide the required checks for the permitting fees. or

☐ Cripe shall immediately submit to Client an invoice with the estimated permitting fees to apply against the required permits. At the end of the project, if there is a balance remaining in the permitting allowance, Cripe shall either apply the balance to the fee balance or return the unused allowance to Client.

STANDARD OF CARE: The standard of care for all professional services performed or furnished by Cripe under this Agreement will be the skill and care used by members of Cripe's profession practicing under similar circumstances at the same time and in the same locality. Cripe makes no warranties, express or implied, under this Agreement or otherwise, in connection with Cripe's services.

CONSENT OF OWNER: The undersigned is the owner of the property or the authorized agent of the owner on which Scope of Services described above is to be performed and hereby consents to performance of the Scope of Services. The parties to this contract agree that this Engagement Contract for Services may be executed simultaneously or in two or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same document. The parties hereto further agree that delivery of this document may be accomplished by electronic facsimile reproduction (FAX) and if FAX delivery is utilized, the FAX copy shall constitute an original.

INDEMNIFICATION: Client and Cripe each agree to indemnify, defend 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 attorneys' 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 Client and Cripe, they shall be borne by each party in proportion to its negligence.

TERMINATION: The obligation to provide further services under this Engagement Contract for Services may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Cripe will be paid for all services rendered to the date of termination, reimbursables and termination expenses.

DELAYS: Cripe shall not be responsible for delays in its work occasioned by fires, floods, explosions, riots, strikes, errors of others, acts of God or change in government regulations. Should a delay occur for a reason outlined herein, the term of this agreement shall automatically be extended for a period equal to the delay.

DISPUTE RESOLUTION: Client and Cripe agree that for any disputes in the amount of \$6,000.00 (inclusive of attorneys fees, costs and interest) or more that cannot be resolved through informal discussions between the parties, the party raising the dispute shall serve written notice to the other party outlining the details of the dispute and request the dispute to be resolved through mediation. The parties shall confer to discuss the selection of the mediator and agree upon the rules and procedures within twenty (20) days from the date of receipt of request for mediation. Any issues that remain unresolved after mediation shall be resolved by submitting those issues to binding arbitration with the parties conferring to discuss the selection of the arbitrator within twenty (20) days from the unsuccessful conclusion of the mediation. The arbitration procedure shall utilize a different neutral party than was used for the mediation process and be performed in the State of Indiana. If the parties are unable to agree on the selection of a mediator or an arbitrator, the parties agree to submit the matter to the American Arbitration Association and be bound by its rules and procedures for the selection of mediators and arbitrators and the conduct of mediations and arbitrations. The parties agree that the existence of the dispute, the nature of any such claims asserted in the dispute and the resolution of the dispute shall be kept confidential.

INSTRUMENTS OF SERVICE: Drawings, specifications and other documents, including those in electronic format, prepared by Cripe and its consultants, are Instruments of Service for use solely with respect to this project. Cripe and its consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Upon execution of this Engagement Contract for Services and upon all monies due and owing to Cripe from Client, Cripe grants to Client a nonexclusive license to reproduce Cripe's Instrument of Service. If the Client provides copies of the Instruments of Service to third-parties, the parties agree that such third-party is not a beneficiary of this agreement and that they may not rely on the Instruments of Service for any purpose. Client shall not use the Instruments of Service for future projects or for additions or alterations to the project without the prior written consent of Cripe. Any unauthorized use of the Instruments of Service shall be at Client's sole risk and without liability to Cripe and/or Cripe's consultants. Please refer to the following paragraph for use of Instruments of Service.

USE OF INSTRUMENTS OF SERVICE NOTICE: The Instruments of Service referred to in the preceding paragraph (i.e drawings, specifications and other documents including those in electronic format), are often subject to interpretation, coordination and/or clarification. In order to insure that you or your contractor properly interpret and understand these Instruments of Service, it is essential that you or your contractor contact Cripe directly and obtain a written clarification or interpretation regarding any question, clarification, interpretation or ambiguity that may pertain to the Instruments of Service. In addition, whenever a contractor is provided with an Instrument of Service, make sure that you provide them with a complete set of the Instrument of Service as these documents may be cross-referenced to various pages, details, etc. and must be read in their entirety. It is the contractor's responsibility to utilize construction documents in their total and to coordinate their use. Lack of project coordination, including coordination of the drawings and specifications as well as subcontractors and others using these Instruments of Services will not be cause for claims against Cripe.

CLIENT SERVICES AND PROVIDED DOCUMENTATION: Cripe shall be entitled to rely on the accuracy, clarity, completeness and format of documentation, services and information furnished by the Client. Cripe shall provide prompt notice to the Client if Cripe becomes aware of any errors, omissions, inconsistencies or formatting errors in such documentation, services or information and it shall be the responsibility of Client to correct any errors, omissions or inconsistencies. If Cripe cannot utilize the provided documentation for its intended purpose, this shall entitle Cripe to an adjustment in the Scope of Services and Compensation. Cripe shall notify the Client of these changes prior to providing such services.

WAIVER OF CONSEQUENTIAL DAMAGES: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Cripe, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both Cripe and the Client shall require similar waivers of consequential damages protecting all the entities or persons named here in all contracts and subcontracts with others involved in this project.

LIMIT OF LIABILITY. In recognition of the relative risks and benefits of the Project to both the Client (Owner) and Cripe, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law to limit the liability of Cripe, its officers, directors, employees and sub-consultants for any and all claims, losses, costs, damages to the sum of \$1,000,000 or Cripe's fee, whichever is greater.

GOVERNING LAW: The laws of the State of Indiana shall govern as to all questions arising under this Engagement Contract for Services.

Please advise Cripe immediately in writing if any of the terms of this engagement contract are incorrect. **Upon receipt of both pages of this executed contract, Cripe will proceed with this order as written. The offer of this agreement is valid for a period of thirty (30) days from the date of issue unless accepted by you in the space below.** Cripe appreciates this opportunity to be of service to City of Westfield.

Sincerely,

PAUL I. CRIPE, INC.



Fredrick J. Green
President, Chief Operating Officer

This Agreement accepted this _____ day of January, 2020

City of Westfield

Authorized Signature

Printed



Relocation for roundabout project
169th Street & Spring Mill Road

For Office Use Only

PERMIT NUMBER _____ EXPIRES _____

PERMIT FEE **\$0.00** FEE WAIVED **AE**

Encroachment Permit Application

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

Application Date _____ Estimated Completion Date _____

Work Address 17000 Spring Mill Rd @ 169th ST Subdivision _____

Name of Contractor/Utility:

Duke Energy (Plainfield Office)

Address 316 N. Carr Road

City Plainfield State IN Zip 46168

Phone (800) 521-2232 Fax _____

Email _____

Name of Sub-Contractor:

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Email _____

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

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

Please describe proposed work: Existing Electric Relocation - WO# 34610962

SIZE OF STREET OR RIGHT-OF-WAY CUT

Traffic Lanes: Length _____ Width _____ Depth Within Lanes _____

Sidewalk: Length _____ Width _____ Depth Within Sidewalk _____

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

TRAFFIC PORTION AFFECTED BY PERMIT

Width: _____ Length: _____ # of Lanes: _____ # of Lanes to be Closed: _____ # of Hours Closed: _____

Vehicles/equipment left on site unattended? YES _____ NO _____ Unattended for: _____ weekdays _____ weekends

CONTINUED ON BACK

TERMS AND CONDITIONS FOR ENCROACHMENT PERMIT

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

Signature of Applicant Peter Tsa Title Associate Distribution Engineer

Printed Name Peter Tsa Date 1/14/2021

Company Name Leidos Engineering (Design consultant for Duke Energy) Phone Number (317) 804-3883

For Office Use Only:

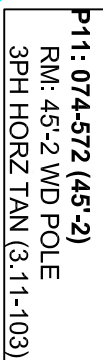
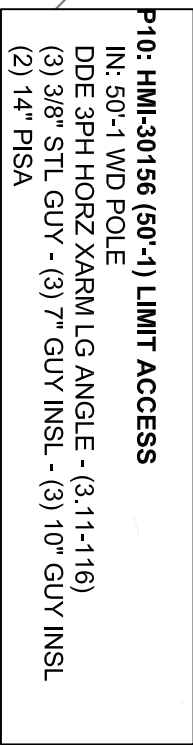
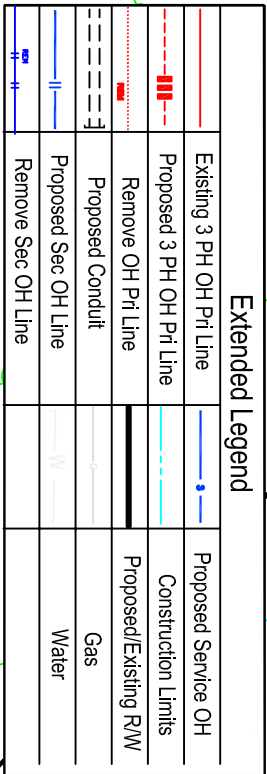
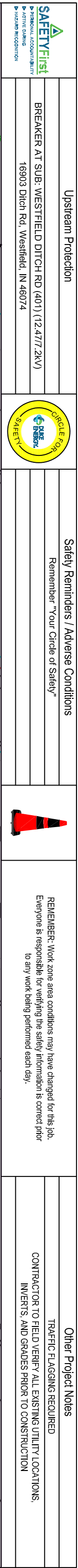
Traffic Control Personnel: ☒ YES ☐ NO Uniform Police: YES ☒ NO Number of Personnel Necessary: 2

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

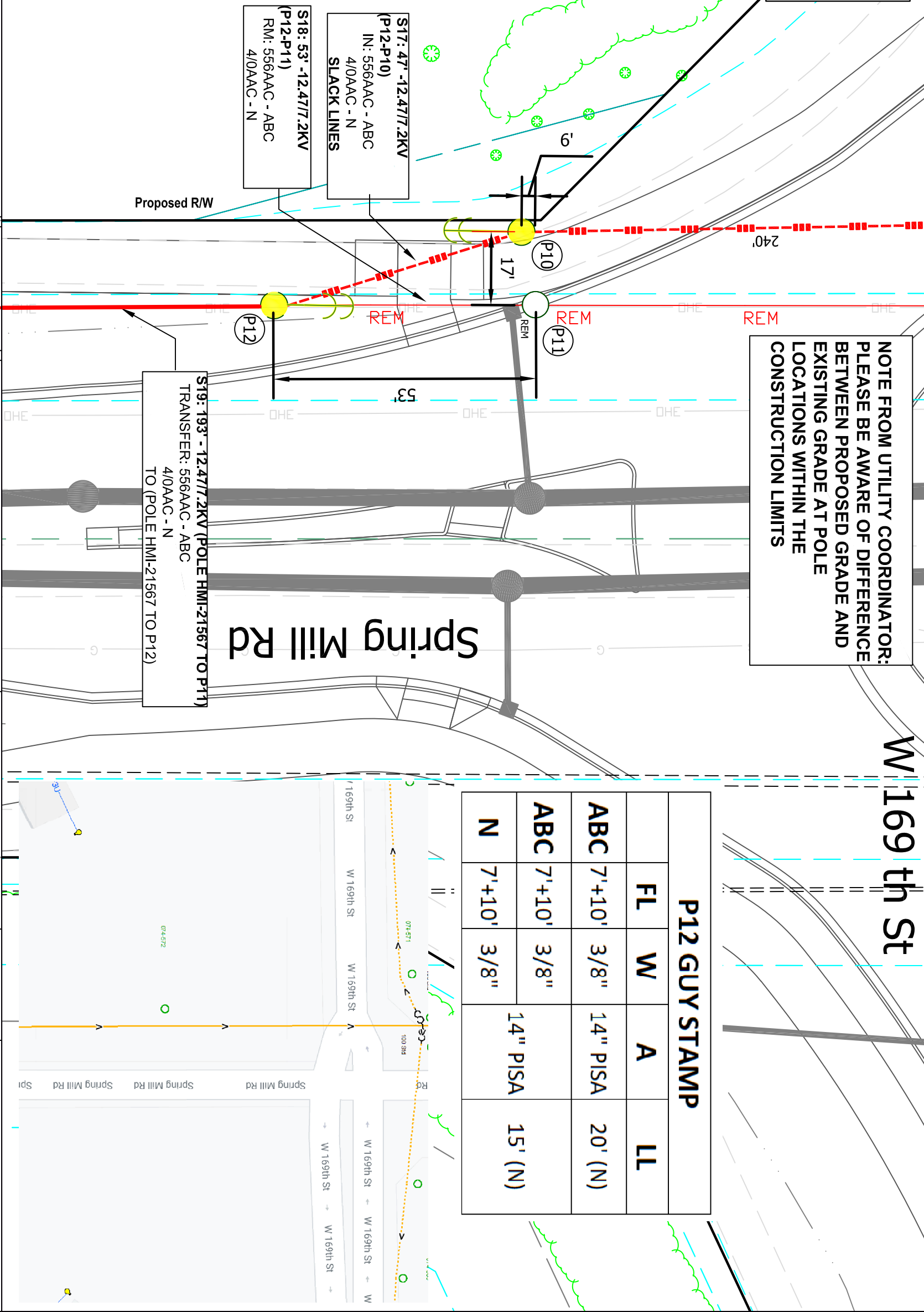
Type of materials and methods used to close or repair open cuts shall conform to Attachment A.

If another method has been pre-approved, please list below:

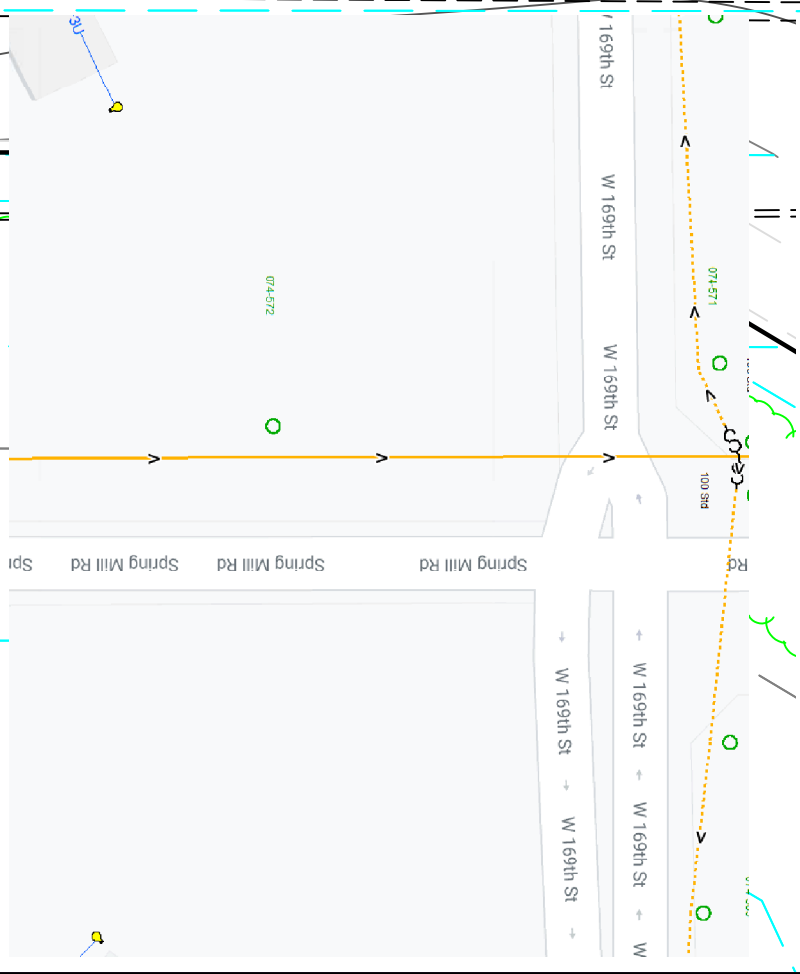
Director / or his representative Adam Essex Project Manager/when applicable 1/13/2021 Date Approved



P10 GUY STAMP				
	FL	W	A	LL
ABC	7'+10'	3/8"	14" PISA	25' (S)
ABC	7'+10'	3/8"	14" PISA	20' (S)
N	7'+10'	3/8"		



P12 GUY STAMP				
	FL	W	A	LL
ABC	7'+10'	3/8"	14" PISA	20' (N)
ABC	7'+10'	3/8"	14" PISA	15' (N)
N	7'+10'	3/8"		



General Information		Work Order Information				Circuit Information		Duke Energy Legend			
INDOT DES #	N/A	Distribution				Distribution					
W 169TH ST and SPRING MILL RD		Emax #	Project Code		OU / Center	WESTFIELD DITCH RD (401) 1281		☒	Existing Duke Pole		Existing Downguy
ROUNDABOUT CONSTRUCTION		34610962	MX4610962		V562/S431			☒	Proposed Duke Pole		Proposed Downguy
CITY OF WESTFIELD			Transmission					☒	Remove Duke Pole		Distribution Line
								☒	Existing Foreign Pole		Secondary Line
HAAMILTON COUNTY, IN		Emax #	Install	Remove	OH Maint.	UG Maint.	OU / Center	☒	Proposed Foreign Pole		Overhead Light
WASHINGTON TOWNSHIP								☒	Remove Foreign Pole		



N



DUKE ENERGY



811

Know what's below.
Call before you dig.

INDEX		12KV DISTRIBUTION LINES	
DATE	11/16/2020	LOCATION	40.031961° , -86.164983°
DESIGN	Peter Tsa	PHONE	(317) 804-3883
ELECTRIC TRANSMISSION & DISTRIBUTION LINE ENGINEERING	APPROVAL SIGNATURE	DWG NO	SHEET 3 OF 3

CITY OF WESTFIELD - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____, 20__ ("Effective Date") by and between City of Westfield, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and WSP USA Inc. ("the CONSULTANT"), a corporation/limited liability company organized under the laws of the State of INDIANA.

Project No.: 1902801

Project Description: Reconstruction of Little Eagle Creek from 146th Street to Shelbome Road
(Des. No. 1902801)

RECITALS

WHEREAS, the LPA has entered into an agreement with the CONSULTANT for a roadway widening and reconstruction project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

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

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

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

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

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

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

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

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be November 29, 2025. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$ 654,003.00.**

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

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, State of Indiana, or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA or State of Indiana. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA or State of Indiana of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA's prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise ("DBE") SUB-CONSULTANT must first be approved and receive written authorization from the LPA.

3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

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

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

7. **Compliance with Laws.**

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

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

9. Confidentiality of LPA Information.

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

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

11. Non-Discrimination.

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

It is the policy of the City of Westfield 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. (Westfield's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (Westfield's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (Westfield's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.
- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the LPA within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with Westfield's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
 - (1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) Solicitations for SUB-CONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUB-CONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA to be pertinent to ascertain compliance with such Regulations,

orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
- (6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any SUB-CONSULTANT procurement as the LPA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUB-CONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

12. **Disputes.**

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

13. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
 - iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii (2) above, or otherwise receiving actual notice of such conviction;
 - v. Within thirty (30) days after receiving notice under subdivision 14.B.iii (2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
 - vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i through 14.B.v above.

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

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

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

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

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

15. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.
16. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
17. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
18. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
19. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
20. **Insurance - Liability for Damages.**
 - A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of

ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.

- B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
- C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.
- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list the LPA as insured on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 18 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form and include contractual liability. The policy shall be amended to include the following extensions of coverage:

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

III. Automobile Liability

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

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

IV. Watercraft Liability (When Applicable)

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

V. Aircraft Liability (When Applicable)

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

3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

21. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.
22. **Notice to Parties.** Any notice, request, consent or communication (collectively a “Notice”) under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

City of Westfield
Attn: John Nail
2706 E. 171st Street
Westfield, IN 46074

Notices to the CONSULTANT shall be sent to:

WSP USA Inc.
Attn: Kelli McNamara
115 W. Washington Street, Suite 1270S
Indianapolis, IN 46204

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

23. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT’s response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
24. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered “work for hire” and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials (“Work Product”) will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA’s prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by the LPA and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT’s expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in

writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A".

25. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
26. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.
27. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
 - i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
28. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
29. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
30. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
31. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
32. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
33. **Termination for Convenience.**
 - A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be affected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.

- B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

34. Termination for Default.

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- i. The CONSULTANT fails to:
 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 3. Make progress so as to endanger performance of this Contract; or
 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
 - ii. If any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 12). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services

properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

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

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Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

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

CONSULTANT**CITY OF WESTFIELD**

 Kelli McNamara, WSP USA Inc.

 Signature

Attest:

 (Print or type name and title)

 Jeff Hill, WSP USA Inc.

 Signature

 (Print or type name and title)

 Signature

 (Print or type name and title)

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

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

The CONSULTANT shall be responsible for performing the following activities:

Project Description

WSP USA Inc (the CONSULTANT), is the prime design Consultant to the City of Westfield (the CLIENT) for the preliminary engineering for reconstruction of Little Eagle Creek Avenue from 146th Street to Shelbome Road; total reconstruction length of approximately 1.58 miles long. The project is a federally funded project in the City of Westfield, Hamilton County, Indiana. The CONSULTANT shall be responsible for the management, coordination, design and development of plans necessary to produce construction contract documents so that others may construct the improvements for the roadway reconstruction on Little Eagle Creek Avenue as identified.

The design shall be developed in accordance with the following documents in effect at the time the plans or reports are submitted: American Association of State Highway and Transportation Officials' "A Policy on Geometric Design of Highways and Streets"; Indiana Department of Transportation's Standard Specifications; Manual on Uniform Traffic Control Devices; Road and Traffic memoranda and INDOT Design Manuals (IDM), except as modified by supplemental specifications and special provisions; City of Westfield Construction Standards and Specifications (Rev March 2017). The work shall be submitted electronically in Adobe Acrobat (.pdf) format via INDOT's electronic plan submittal process (ERMS) to INDOT, and via e-mail, ftp site, or similar to the City of Westfield.

The CONSULTANT shall coordinate its designs with guidance from the CLIENT on scope, schedule, and design-related technical issues, subject to approval by INDOT or Federal Highway Administration (FHWA). A more detailed discussion of the CONSULTANT's proposed services is described in the following specific sections:

Section	Description
Section 1:	Project Management/Quality Management/Controls/Project Meetings/Public Involvement
Section 2:	Topographic Data Collection Survey/Location Control Route Survey Plat (LCRSP)
Section 3:	Environmental Document/Permitting
Section 4:	Roadway Design
Section 5:	Bridge Design
Section 6:	Geotechnical Investigation
Section 7:	Hydraulics/Drainage Design
Section 8:	Utility Coordination
Section 9:	Right-of-Way Engineering & Plans
Section 10:	Real Estate Services
Section 11:	Post-Design Services

Section 1: Project Management/Quality Management/Controls/Project Meetings/Public Involvement

The Consultant shall perform project management, quality management, project and document controls, assist in public information meetings, and perform coordination required for the design and construction of the project.

Results/Deliverables

- Project Management and Coordination
- Monthly Progress Reports & Quarterly Updates
- Minutes of Coordination Meetings
- Quality Assurance
- Project and Document Controls
- Stakeholder Meetings (1 meeting) and Exhibits
- Project Accounting and Administration
- Project Coordination Meetings attendance and meeting minutes (up to 6 meetings)
- Project close-out

Activities

Project Management

The Consultant will provide Client with monthly progress report updates (45 monthly progress reports anticipated). The monthly updates will include at a minimum:

- Work performed during the last month
- Work to be performed in the next month
- Outstanding issues needing resolution
- Review status of the design, utility relocations, permitting status and construction

The Consultant will participate in scheduled coordination – anticipated to be quarterly through the design of the project (10 quarterly coordination anticipated). The meetings will include input received from agencies and third-party consultants to support the Project. The topics covered at these meetings may include: local community interaction, design issues, utilities, ROW, permitting, hydraulics, maintenance of traffic and construction sequencing, and unique special provisions.

The Consultant will assist in coordination and sharing of the electronic CADD files among the CLIENT, subconsultants, affected utility companies, section designers and suppliers. This information will be used to facilitate the permitting, land acquisition, and utility coordination processes.

Quality Management

WSP is ISO 9001:2008 certified. WSP and its suppliers will adhere to a project specific Quality Management Plan (QMP). The QMP outlines the methodology for Quality Control and Quality Assurance on the Project. The QMP includes direction for time allocated in the schedule to perform the review task, hours allocated in the budget to perform the review task, and identification of specific independent technical reviewers to perform the review task. WSP, and its suppliers, will perform Quality Control on deliverables prior to submitting them to the Client. Quality Control of each deliverable is detailed and accounted for within each scope task. Quality Assurance is held within this task.

Project and Document Controls

The Consultant will prepare earned value controls providing a method to track schedule and cost (SPI and CPI) and report status to the Client.

The Consultant will outline and implement a document control system for the Project. This includes an internal communication plan and implementation of the Client's communication plan. All project related e-mails will contain a proper subject heading referring to the Project for ease of retrieval and searching and will be stored on WSP's secure Outlook platform.

The Consultant will facilitate payroll certifications; facilitate Certificates of Insurance; establish invoicing guidelines and timeline with Subconsultant(s); develop budgets together with the Project Manager/Deputy Project Manager; complete budget analysis with Project Manager/Deputy Project Manager; enter/maintain budgets in WSP's Oracle system; prepare Purchase Order & entry in WSP's Oracle system; review monthly subconsultants invoices; provide weekly cost reporting; provide monthly maintenance - forecasting spending, attend monthly project reviews, and budget changes; close out project, tasks, & purchase orders.

Stakeholder Information Meeting

The Consultant will support the Client and participate in up to one (1) stakeholder information meeting. The consultant will prepare exhibits for the stakeholder meeting and prepare documentation of meeting minutes for the Client.

Items Specifically Not Included

- Development of project website, Twitter, Facebook or other social media.
- Public hearing.

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Section 2: Topographic Data Collection Survey/Location Control Route Survey Plat (LCRSP)

The purpose of this survey is for roadway widening and reconstruction on Little Eagle Creek Avenue from 146th Street to Shelborne Road for a total of approximately 1.58 miles located in Hamilton County. The project will be designed in accordance with INDOT LPA criteria. The limits of the survey shall be as follows:

- The limits of topographic survey along Little Eagle Creek Avenue shall extend from 146th Street to 200 feet northeast of Shelborne Road for a total length of approximately 8,530 feet.
- The lateral limits of the survey shall extend to include the face of the adjacent buildings or 50 feet each side of the centerline of Little Eagle Creek Avenue whichever is closest, for a total width of approximately 100 feet.
- The limits of topographic survey shall extend 200 feet along roadways intersecting Little Eagle Creek Avenue with lateral limits of the survey extending to include the face of the adjacent buildings or 50 feet each side of intersecting roadway centerline for a total width of approximately 100 feet. The intersecting roadways include: Country Place Drive, 156th Street, Shelborne Road.
- See Subconsultant (VS Engineering) documentation for other activities, assumptions and exclusions.

Specific Activities:

- Provide Horizontal Control. The horizontal control will be based on Indiana State Plane Coordinates, (NAD 83).
- Provide Vertical Control. The vertical control will be based on an assumed datum, GPS observed elevation (+0.2'), (NAVD88 datum). This methodology would be used for all topographic areas.
- Coordinate with the utility companies to have the utilities marked. Provide CLIENT with names, address, and the contact person for each utility company. The utilities will be marked for the horizontal location only. The depth, size, or any other features will not be noted. Utilities will be notified for the designated area along the Project.
- Research the last deed or plat of record for the current property owner for the project.
- Provide the plotted location of the right-of-way based on deed and/or plat research. The locations will be plotted in the specified locations.
- Provide an investigative/thorough search involving-right-of way grants, plans, and plats to determine a more definitive location of the right-of-way.
- Process field data into Inroads format.
- Notice of Survey Letters.
- Find and reference Section Corners as needed.
- Prepare a field survey book complying with INDOT requirements including 3 Point ties for all control points.
- Processing of survey data.

Deliverables:

- Topographic survey in electronic drawing format for use by design team.
- Field Book.

Assumptions:

- CONSULTANT will provide an alignment based on existing plan geometry. If monuments are not able to be recovered, an arbitrary alignment will be developed, based on the current configuration of the existing pavement.
- No Curb Ramp Locations will be included in the scope of the survey.

Items Specifically Not Included:

- Title Research.
- Parcel acquisition.
- Field stakes locating the proposed geotechnical boring and pavement coring locations are defined under Geotechnical Engineering.

- Prepare documents to clear any right-of-way required for project construction.
- Provide field stakes locating the new right-of-way.
- Centerline monuments.

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Section 3: Environmental Document/Permitting

WSP will prepare an environmental document to satisfy NEPA requirements and related IDEM 401/404 permit and IDNR Construction in a Floodway (CIF) permit for the reconstruction of Little Eagle Creek Avenue roadway widening and bicycle lanes. The project will be designed in accordance with INDOT LPA criteria; therefore, the environmental document shall be prepared in accordance with INDOT's Procedural Manual for Preparing Environmental Documents and INDOT's Categorical Exclusion Manual (latest edition). It is anticipated that the project will require 25 parcels of right-of-way to be acquired for the project. Therefore, it is anticipated that a Level 2 Categorical Exclusion (CE) will be required for this project.

Services to Be Provided By WSP

- Stage 1 level plans for the proposed improvement shall be made available to the environmental team.
- Base project area maps will be provided to facilitate report preparation.
- Project information relating to Parts I & II of the INDOT CE/EA Form shall be provided to the environmental team.
- Enclosures required for 401 WQC Regional General Permit Notification form including the following:
 - Drawings of existing site and proposed project
 - Cross sections showing bank full width or ordinary high-water mark of the stream
- Enclosures required for CIF Permit including the following, which will be prepared as part of Section 7: Hydraulics / Drainage Design;
 - Hydraulic Modeling, Analysis, and exhibits
 - Hydraulic Report Preparation and Final Hydraulic Report

Deliverables- Environmental Document

- Waters of the US report.
- Section 106 Documentation
- Draft CE document, electronically in .pdf format, prior to submission to INDOT for release for public involvement for review and comment.
- Final CE document, electronically in .pdf format, prior to submission to INDOT for review and comment.
- Commitments summary database input and report.

Specific Activities/Tasks – Environmental Document

- Prepare the INDOT CE/EA Form along with necessary attachments and make any modifications needed to obtain INDOT approval.
- Complete all necessary field work to address items in Part III of the INDOT CE/EA Form to identify and evaluate impacts of the proposed action.
- Section 106 documentation in accordance with MPPA, B-8.
- Prepare a Waters of the US report.
- Submit draft CE document to INDOT via ERMS for release for public involvement.
- Update public involvement section of CE after public involvement requirements are met and submit to INDOT for certification of public involvement.
- Submit final CE document to INDOT via ERMS for final approval.

Data Collection

WSP will collect available resource information about the project and its corresponding project area, including existing reports and documentation; and conduct a review of the GIS data layers and information contained on the IndianaMap Website. Data will be collected within 500 feet of the project area.

Site Visit

WSP staff will perform up to three site visits to the project to inspect the project area and confirm secondary source data collection.

Red Flag Investigation

Information obtained from data collection will be used to prepare a Red Flag Investigation (RFI) document. The RFI will be submitted to INDOT Site Assessment & Management for their review and concurrence and included in the CE document.

Early Coordination

WSP will prepare an Early Coordination Package with project details and mapping. The package will be distributed to appropriate Federal, State, and local agencies as required by the current INDOT Categorical Exclusion Manual. WSP will assess early coordination comments received from agencies and will continue to coordinate with appropriate agencies as the project progresses.

Informal Consultation for Bats

WSP will complete a United States Fish and Wildlife (USFWS) Information for Planning and Consultation (IPaC) review of the T&E species for consideration of INDOT's Section 7 T&E Bat Programmatic Agreement. WSP will use the IPaC website to generate an official species list and will utilize the IPaC website and coordinate with INDOT Greenfield District to obtain a consistency letter and concurrence verification letter. A finding that the project requires formal consultation will require an addendum.

Section 106 MPPA

WSP will coordinate with INDOT Cultural Resources Office (INDOT-CRO) on submittal of the INDOT-CRO Minor Projects Programmatic Agreement (MPPA) Submission Form and supporting materials for review and approval. It is assumed this project will fall under Category B of the current INDOT-CRO MPPA (February 2019).

Wetland Determination/Delineation and Waters of the U.S. Determination

A field reconnaissance will be conducted during the growing season of April 15 through October 15 by WSP in accordance with the U.S. Army Corps of Engineers Wetland Delineation Manual of January 1987. A delineation of identified wetland areas will also be conducted. Identified waterways will also be surveyed to determine if they meet the definition of a Waters of the U.S. A final report of the findings will be completed for submission to the U.S. Army Corps of Engineers for review and determination. Portions of the Waters of the U.S. report will be included in the environmental document. Project study limits will extend 10 feet on either side from the edge of pavement along Little Eagle Creek Avenue and the connecting road approaches. Stream or wetland mitigation is not included with this scope.

Categorical Exclusion Documentation

The Categorical Exclusion (CE) document includes gathering and documenting information applicable to the project and the resulting impacts to the built, natural, and social environment. Due to anticipated acquisition of temporary and permanent right-of-way for the project, it is anticipated that a Level 2 CE will be necessary. It is anticipated that less than 10 acres of permanent or temporary right-of-way will be required for this project. No relocations of people or business are anticipated for the project.

WSP will prepare a Draft CE Level 2, using the current INDOT template. Inventoried information will be included in a study area exhibit(s). The CE form will be submitted to INDOT Greenfield District for review and comment. This scope assumes up to two rounds of revisions based on INDOT comments. WSP will submit a revised CE Level 2 for approval and release for public involvement. Following certification of the public involvement package in the Public Involvement task, the CE will be updated to address public comments and submitted to INDOT Greenfield District for final review and approval.

Public Involvement

If more than 0.5 acre of right-of-way would be required for the project, a public notice would be published after INDOT releases the CE for Public Involvement. WSP will assist the INDOT Greenfield District in coordinating public involvement activities, including the advertising of the public hearing opportunity and documenting all activities undertaken during public involvement in the CE Level 2. The notice will solicit the public for the opportunity to request a public meeting or hearing. After the comment period, the WSP will prepare a public involvement packet and CE cover sheet and submit to INDOT Greenfield District for review and signature/certification. This task does not include a public hearing or public meeting.

Commitment Summary Database

WSP will prepare the summary database for inclusion of mitigation commitments resulting from the NEPA process into future phases of the project. The database spreadsheet will be submitted to INDOT Greenfield District.

Specific Activities- 401/404 Permit

It is anticipated that the project will qualify as a Regional General Permit (RGP).

- Prepare and submit application for a Section 404 permit from the U.S. Army Corps of Engineers (ACOE) and obtain approved jurisdictional determination.
- Prepare and submit application for a Section 401 Water Quality Certification (WQC) Regional General Permit Notification form to the Indiana Department of Environmental Management (IDEM).

Specific Activities- IDNR Construction in a Floodway Permit

One tributary crossing of Little Eagle Creek (Bear Creek) by Little Eagle Creek Avenue has a drainage area over one square mile in an urban area. Under the Indiana Flood Control Act, a permit from the Indiana Department of Natural Resources (IDNR) for construction in the floodway (CIF) is required.

- Prepare CIF permit application for the selected alternative.
- Identify and Prepare Public Notice. Identify adjacent property owners.
- Submit CIF Permit Application and supporting documentation to IDNR.
- After CIF submittal, send out notifications to adjacent property owners.

Assumptions:

- Level of environmental documentation will not exceed CE-2.
- Project will require no more than 10 ac. of acquired right of way.
- Project will qualify under MPPA, B-8. If historic properties are encountered within the area of potential effects, which requires a full Section 106, this will require a change in scope and fee.
- The scope of work does not include any additional hazardous materials investigations that may be warranted, such as a Phase 1 or Phase II Environmental Site Assessments.
- Scope does not include a Section 4(f) *de minimis*, individual, or programmatic evaluation.
- A Biological Assessment and Section 7 Consultation are not included as part of this scope. The Section 7 Consultation process is triggered by a proposed action involving a federal agency's authorization of a major construction activity and the proposed action has the potential to affect listed species or species proposed for listing. Specific Threatened and Endangered (T&E) species assessments will not be conducted under this scope. Special species field surveys, such as mist netting for Indiana Bat, fish/mussels or other T&E field surveys are not included as part of this scope.

Items Specifically Not Included

- Full section 106 review
- Historic or cultural resource surveys or consultation
- Endangered Species Surveys or Section 7 Consultation, other than USFWS IPac Consultation/Determination Forms and Official Species List
- Hazardous Materials Investigation

- Noise Analysis

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Section 4: Roadway Design

This section will provide deliverables for road widening and reconstruction on Little Eagle Creek Avenue from 146th Street to Shelborne Road. For specific tasks to provide the deliverables identified, see the fee justification.

Results/Deliverables

- Abbreviated Engineer's Report
- Level 1 calculations and checklists
- Stage 1 Plans Submission
- Preliminary Field Check Meeting & Minutes
- Stage 3 Plans Submission
- Final Tracings Plans Submission
- Final Tracings plan set is anticipated to include the following sheets:
 - Title Sheet
 - Index and General Notes Sheet
 - Plat Sheet
 - Typical Cross Section Sheets
 - Plan and Profile Sheets
 - Construction Details
 - Signing and Pavement Marking Sheets
 - Traffic Maintenance Phasing Sheets
 - Erosion Control Details
 - Summary Tables
 - Cross Section Sheets
- Quantities and an Opinion of Probable Cost

Task 4A.1: Stage 1 Plans Submission

Following approval of the Scope-of-Work the CONSULTANT shall prepare the Stage 1 Plans Submission. Plan sheets will be in 24" x 36" format. The submission will include:

- Field Visit to verify the scope of work.
- Attend preliminary scoping meeting with CLIENT.
- Traffic Data for the Title Sheet and Pavement Design.
- Plan sheets developed in accordance with IDM 14-2.01(03). The plan sheets are anticipated to be developed at a scale of 1" = 20'.
- Quality assurance and quality control on all deliverable documents developed by the CONSULTANT.

Task 4A.2: Preliminary Field Check

The CONSULTANT will schedule a Preliminary Field Check with the CLIENT's Project Manager following the review and acceptance of the Stage 1 Plan submission. Preliminary field check plans will be developed in accordance with IDM Chapter 14-2.01(05) and will be distributed to the preliminary field check invitees prior to the meeting. The CONSULTANT will lead and attend the PFC meeting. The CONSULTANT will record meeting minutes and distribute them to all attendees.

Task 4A.3: Stage 3 Plans Submission

Following the preliminary field check meeting the CONSULTANT shall prepare the Stage 3 Plans Submission. The Stage 3 Plan Submission will be 24" x 36" format and shall include applicable items from IDM 14-2.01(12).

Task 4A.4: Prepare Tracings & Bidding Documents

Upon completion and final approval of the Stage 3 Plans, the CONSULTANT shall deliver to the CLIENT the final tracings plan submission in 24" x 36" format and shall include applicable items from IDM 14-1.02(04).

Task 4A.5: Roadside Drainage

CONSULTANT will coordinate with the CLIENT to determine appropriate level of storm water detention requirements for the project. CONSULTANT shall evaluate detention options in accordance with determined parameters. Final detention design and report shall be prepared and submitted to the CLIENT for approval. The CONSULTANT shall perform necessary calculations for ditch sizing for an open drainage system that will outlet to Little Eagle Creek. Calculations shall include the following;

- Hydraulic analysis of grade controlling mainline culverts under 4-foot diameter.
- Delineation of contributing watershed areas.
- Delineation of flow path for determination of time of concentration (Tc).
- Roadside ditches will be sized and graded to provide capacity for peak runoff rate and roadway serviceability freeboard requirements.

CONSULTANT will coordinate with the CLIENT to determine appropriate level of storm water detention requirements for the project. CONSULTANT shall evaluate detention options in accordance with determined parameters. Final detention design and report shall be prepared and submitted to the CLIENT for approval.

Task 4A.6 Rule 5/SWPPP

CONSULTANT will prepare the Rule 5 Storm Water Pollution Prevention Plan (SWPPP) permit plans for submittal to CLIENT for review and approval. The CONSULTANT will submit the Rule 5 NOI to IDEM after final revisions have been made by CONSULTANT and notice of plan sufficiency is provided by the reviewing authority.

Assumptions:

- The design criteria for this project will fall under New Construction/Reconstruction. Change in the criteria of the project will result in a change of the scope and fee.
- Only three (3) plan submittals will be made to CLIENT: Stage 1, Stage 3, and Final Tracings.
- Up to three (3) Level 1 design exceptions will be documented in memorandum format to the CLIENT to review and approve because the City of Westfield is a certified LPA.
- Project will not meet the City of Westfield or Hamilton County's Stormwater ordinance with regards to water quantity and the detention allowable discharge rate, but rather the CONSULTANT shall prepare detention computations in order manage the increase in impervious area to ensure that post-project roadside drainage will allow a release rate that is equal to or less than the pre-project conditions rate at outfall locations to Little Eagle Creek. This proposal assumes 11 outfall locations based on existing locations of low points in the road profile.

Items Specifically Not Included:

- Final Field Check Meeting.
- Subsurface Utility Engineering (SUE) to determine existing utility locations at a quality level A, which would include test holes to determine horizontal and vertical location of utilities.

- Aesthetic Landscaping Design or Plans (tree planting, and native species planting at drainage basins, ditches, outfalls is included).
- Traffic Signal Design.
- Post-construction Stormwater Quality BMP's due to site constraints.
- Small structure hydraulics or large culvert design. See Section 7: Hydraulics/Drainage Design.

Section 5: Bridge Design

This task describes work to complete base bridge contract documents, consisting of plans, specifications, calculations for Level 1 design criteria, and estimates for each bridge.

Results/Deliverables

The deliverables to be developed under this section are as follows:

- Stage 1
 - Level One Checklist and Computations
 - Design Information
 - Quantity Calculations and Preliminary Opinion of Probable Cost

Preliminary Field Check Plans with the following modifications:

- Incorporate Preliminary Field Check plans comments
 - Complete project-information boxes, including right-of-way project number and sheet numbers
 - Complete sheet-numbers cross references
 - Review plans against the checklist shown as IDM Figure 85-2F
- Stage 3 Review Submission

The Stage 3 plans shall be approximately 95% complete and include the following items:

- Incorporation of PFC review comments
 - Final Plans Documentation
 - Plan Detail Sheets and associated tables
 - Temporary erosion control
 - Plan Bridge Sheets and associated tables
 - Soil Boring Sheet
 - Layout Sheet
 - General Plan Sheet
 - Wingwall and Headwall Detail Sheet
 - Level One Checklists and Design Computations
 - Unique and Recurring Special Provisions
 - Opinion of Probable Construction Cost
 - Permit drawing development and coordination
 - QA/QC
- Tracings Plan Submission

The design shall be progressed to 100% design level for this submission. The following shall be prepared for this submission:

- Incorporation of Stage 3 review comments
 - Incorporation of Pavement Design
 - Final Tracings Documentation
 - Level One Checklists and Design Computations

- Unique and Recurring Special Provisions
- Opinion of Probable Construction Cost
- QA/QC

Assumptions

The proposed base design structures for the two (2) tributary crossing of Little Eagle Creek shall be a three-sided bridge structure or structure under fill. The plans shall be included in the roadway set.

Items Specifically Not Included:

- Structure Size and Type (SS&T) Report
- SS&T Work Session with preliminary geotechnical and hydraulic results
- Economic Analysis
- Final Field Check Meeting
- Beam, Substructure (End Bent or Pier), Foundation, Deck, and Concrete Barrier Design
- Approach Slab Details
- Screed Elevations

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Section 6: Geotechnical Investigation

CONSULTANT will perform the geotechnical data collection and prepare the geotechnical report for approximately 1.58 miles of widening and reconstruction of Little Eagle Creek Avenue in Westfield, Hamilton County, Indiana.

Results/Deliverables

- Geotechnical subconsultant coordination and management
- Geotechnical data collection and analysis
- Geotechnical Report
- Geotechnical Review of Stage 3 Submittal

The geotechnical investigation is anticipated to consist of the following elements:

- Road Widening/Pavement Borings (RB/PC) = (5) borings spaced approximately a quarter mile apart, to depths of approximately 6 feet (3 continuous SPTs) with 3 offset borings locations Shelby tube sampling.
- Culvert Borings (CB) = (3) borings taken at the location of existing culvert structures. Depths range from 20 ft. to 40 ft.
- Hand Augers (HA) = (4) hand augers will be taken at each quadrant of the box culvert to obtain information on potential undercut.
- Pavement Cores = (5) full depth pavement core with 6-inch diameter pavement coring machine.

Activities

- Perform site reconnaissance and stake boring locations.
- Coordinate Indiana 811 (formerly Indiana Underground Plant Protection Service) for underground utility locate service requests at and around test boring locations.
- Provide traffic control as needed to safely obtain pavement cores and soil samples.
- Perform laboratory testing on soil samples including classification, moisture content, unconfined compressive strength, unit weight determination, Standard Proctor, and topsoil tests.
- Develop geotechnical report including generalized review of regional geology, test boring logs, discussion of findings including pavement core photographs and geotechnical recommendations for roadway widening and pavement reconstruction project.
- Coordinate review of geotechnical report with CLIENT and address review comments.

Items Specifically Not Included

- Storm Sewer Drainage Borings
- Geophysical Testing
- Retaining Wall Borings
- Approach pavement design
- Trail/Bike/Multiuse Path pavement design – project will use City of Westfield or INDOT Standard Trail/Bike/Multiuse Path pavement if applicable.
- Roundabout pavement design.
- Pavement Design for the Proposed Roadway

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Section 7: Hydraulics/Drainage Design

The purpose of this section is to provide hydraulic design and analysis for existing and proposed conditions in compliance with regulatory agencies and per INDOT standards.

Task 7.1: Small Structure Hydraulics

This project site includes three existing culverts that span more than 4 feet and that will need to be modified or replaced. These three culverts require separate Small Structure hydraulic analysis and sizing reports for INDOT approval. The project also includes 10 pipe crossings with span lengths less than 4 feet. Hydraulic analysis and sizing will be performed according to IDM requirements and results will be compiled in one report.

- CONSULTANT will perform the required hydrologic and hydraulic analyses and prepare the necessary reports for INDOT approval for small structures at thirteen locations. The HY-8 computer program will be used to evaluate the culvert hydraulics for existing and proposed conditions.

Task 7.2: IDNR Construction in a Floodway Permit – Hydraulic Modeling/Analysis

Bear Creek, a tributary to Little Eagle Creek at Little Eagle Creek Avenue, approximately 650 feet north of 146th Street, appears to have a drainage area equal to at least one square mile in an urban area. If the drainage area is at least one square mile, under the Indiana Flood Control Act, a permit from the Indiana Department of Natural Resources (IDNR) for construction in the floodway (CIF) is required. CONSULTANT will confirm the Bear Creek drainage area at the project site and floodway permitting requirements with the County Surveyor and IDNR at the outset of the project.

Construction in the regulatory floodway must not cause the cumulative 100-year flood elevation surcharge to exceed 0.14 foot at any point in the stream. The cumulative surcharge includes the estimated impacts of the proposed construction in addition to the impacts of previous construction. According to the FEMA Flood Insurance Study (FIS), and the online Indiana DNR Floodplain Information Portal, there is not a FEMA regulated floodplain designation or a hydraulic model of the tributary within the project limits.

The proposed widening of Little Eagle Creek Avenue will likely have a finite impact on the flood elevations of Bear Creek, and it must be evaluated using a hydraulic model. CONSULTANT will utilize the HEC-RAS computer program to develop a hydraulic model and establish a baseline for existing conditions, estimate the impacts of proposed conditions, and formulate two options for replacing the existing culvert that are permissible under the Indiana Flood Control Act.

Task 7.3: Floodplain Encroachment Mitigation

Backwater from the adjacent Little Eagle Creek regulatory 100-year floodplain extends into the project site at three locations. If the roadway and culvert design results in fill within the regulatory floodway, the project will also include the grading of compensatory storage within the floodplain to meet City and County regulations.

Specific Tasks

Field Reconnaissance

- Conduct site visit to determine scope/extent of hydraulic survey.
- Obtain and review existing information, if any, on the tributaries to Little Eagle Creek from IDNR.
- Investigate and review available IDNR permit and hydraulics and hydrology information for the study area.
- Review digital elevation model (DEM) data available from the Indiana Spatial Data Portal (ISDP) and review field survey data of the project site.
- Review available hydraulic, flood, and elevation data for the study area.
- Review field survey data of the project site.

Hydrologic Analysis

- Perform hydrologic analysis for the Bear Creek tributary to Little Eagle Creek using the Indiana Peak Discharge Determination System (IPDDS) on the IDNR website.
- Review and validate the Bear Creek peak discharge results from IPDDS using simple hydrologic analysis.
- Submit the Bear Creek results to IDNR for concurrence and issuance of a Floodplain Analysis and Regulatory Assessment (FARA) Letter.
- Perform hydrologic analysis for twelve pipe crossings and culverts in the project site using NRCS Unit Hydrograph Methods.

Hydraulic Analysis

- For Little Eagle Creek Avenue over the Bear Creek tributary to Little Eagle Creek, establish pre-project conditions per IDNR guidelines for CIF permit.
- Request and participate in an early coordination meeting with IDNR-Division of Water to discuss specific CIF permit requirements and conditions for this project.
- Develop post-project model of proposed conditions to evaluate the impacts of construction on water surface elevations, consistent with IDNR guidelines.
- Incorporate survey data into hydraulic models.
- Develop hydraulic models for proposed pipe crossing and culvert replacements.

Alternative Development and Analysis

- Consider one alternative for the three culvert crossing replacements based on the recommendations from the structure size and type report. The selected alternative will be evaluated for hydraulic impacts and CIF permit requirements, where applicable.

Hydraulic Report Preparation

- Prepare draft hydraulic reports for review by LPA. The reports will document the hydraulic analyses and findings.
- Finalize post-project hydraulic model of selected alternatives and prepare final report.

IDNR CIF Permit Application

- Prepare CIF permit application for the selected alternative for the Bear Creek crossing.
- Identify and Prepare Public Notice. Identify adjacent property owners.
- Submit CIF Permit Application and supporting documentation to IDNR.
- After CIF submittal, send out notifications to adjacent property owners.

Compensatory Floodplain Storage

- Prepare calculations and figures to document required grading of compensatory floodplain storage.

Items Specifically Not Included

- Any effort relative to flood easements, if necessitated by this project for the IDNR CIF permit.
- Survey and/or updates and/or corrections to existing unpublished hydraulic models at off-site locations if requested by IDNR for the CIF permit.
- Stream restoration or mitigation plans related to conditions of required permits.
- Permanent stormwater quality BMPs or stormwater detention or related local permits or approvals.

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Section 8: Utility Coordination

Activities:

- The CONSULTANT shall perform utility coordination in accordance with the policies and procedures provided on INDOT's Utility Website.
- The CONSULTANT shall have an INDOT certified Utility Coordinator as part of the project team.
- The CONSULTANT shall develop and thereafter maintain a schedule of activities to deliver the project. The schedule shall include pre-letting utility coordination activities, including but not limited to the following items.
 - Obtain from the Project Manager
 - The target date for the roadway to be open to traffic.
 - The target date for utility relocations to be complete.
 - Meet with utilities throughout the project to determine:
 - What are the utility right-of-way needs,
 - How can the highway project be designed to avoid utility facilities,
 - Does the utility have elevations for their facilities,
 - What is the basis for reimbursement for the utility facilities, if any,
 - Where would the utility relocate their facilities, if such is necessary,
 - What is a rough estimate of cost to relocate the utility facilities,
 - What is the utility schedule to relocate, if such is necessary,
- The CONSULTANT shall prepare notices, letters, drawings and agreements for utility coordination services, including but not limited to the following items.
 - Send out the initial notice.
 - Send out the request for verification.
 - Send out the request for conflict analysis.
 - Send out the request for work plans.
 - Delivery of the utility certificate and utility special provision, and date each utility will be out of conflict with the roadway project.

Results/Deliverables

- List of affected utility companies
- Send notification of Proposed Project to utilities
- Initial Field Visit
- Send Verification of Existing Facilities to utilities
- Perform Conflict Analysis for utilities
- Send Utility Work Plan request to utilities
- Attend Preliminary field check
- Review Work Plans
- Send Work Plan Approval letters
- Utility Certification
- Prepare utility certification
- Prepare 107-R-169 Utility Special Provision
- Send NTP to utilities

Assumptions

- All utility design associated with adjustments and relocations will be provided by the respective utility companies

- The CONSULTANT has no control over utility companies' level of effort or schedules. INDOT will be available for advice and will be available in matters where INDOT's authority is needed, such as assisting with uncooperative utilities, processing utility agreements, and signing of official documents.
- The CONSULTANT will review relocation plans, schedules and reimbursement agreements to verify that all conflicts are resolved. INDOT/City of Westfield will execute reimbursable agreements and provide permits for the utility company to proceed.

Items Specifically Not Included

- Subsurface Utility Engineering (SUE)
- Layout of affected utilities
- Post letting coordination

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Section 9: Right-of-Way Engineering & Plans

Based on preliminary analysis it is assumed that construction could impact up to twenty-five (25) parcels. The CONSULTANT will perform title research on up to forty-five (45) parcels to INDOT minimum standards, for a 20-year search, which will include copies of all required documents.

The CONSULTANT will provide right-of-way engineering services for the twenty-five (25) parcels in accordance with INDOT Right-of-Way Engineering Procedures Manuals (1975 and 1998) and Indiana Administrative Code 865 IAC 1-12, (Rule 12). Appraisal Problem Analysis (APA) will also be performed for the twenty-five (25) parcels in accordance with the current INDOT Real Estate Division Manual.

NOTE: Title Researcher charges per title search (chain of title), therefore at this point each tax parcel number affected is counted as one search. Only actual researched tax parcels will be billed.

Assumptions:

- A total of twenty-five (25) parcels have been identified as potentially impacted.
- A total of forty-five (45) parcels will require title research, 43 residential and 2 commercial.

Items Specifically Not Included

- Right-of-Way Staking
- Appraisals
- Buying/Negotiations

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Section 10: Real Estate Services

Not Included in the agreement at this time, to be supplemented at a later date based on better identification of the appraisal types that are needed.

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Section 11: Post Design Services

The CONSULTANT will provide the CLIENT up to 70 hours of design services throughout the construction process to clarify any design elements on the project. Such services consist of:

- Responding to RFIs and other questions from the contractor;
- Attending one (1) pre-construction conference prior to construction;
- Prepare any revised drawing, supplemental specifications, or special provisions required for the Addenda to the Bid Documents;
- Assist CLIENT in the review of bid documents

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APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Criteria for design and details for signs, signals, lighting, highway, and structures such as grades, curves, sight distances, clearances, design loading, etc.
2. Standard Specifications and standard drawings applicable to the project.
3. Plans of existing bridges within the project limits, if available.
4. All written views pertinent to the location and environmental studies that are received for the project.
5. Traffic assignments, Traffic Signal Warrants (New Signal), Traffic Lighting Warrants (New Lighting).
6. Necessary permit forms and permit processing (US Army Corps of Engineers, US Coast Guard, and/or Indiana Department of Natural Resources).
7. Available data from the transportation planning process.
8. Utility plans available to LPA covering utility facilities govern the location of signals and underground conduits throughout the affected areas.
9. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract.
10. Provide existing plans and information for projects found within 1 mile of the project limits.
11. Easements, if determined necessary including Legal Descriptions, Exhibits and Buying.
12. Coordination and presentation for any Public Information Meetings.
13. Project letting and advertising.
14. Construction inspection.
15. New construction as-built data.

APPENDIX "C"**SCHEDULE:**

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

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

Task	Anticipated Completion Date
Notice to Proceed	11/20/2020
Topographic Field Survey	2/15/2021
Stage 1 Plans	5/10/2021
Preliminary Field Check	6/15/2021
Right-of-Way Plans	4/1/2022
Environmental Approval	4/1/2022
Stage 3 Plans	4/1/2023
Right-of-Way Clear	4/1/2023
Utility Certification	6/1/2023
Final Tracings	2/16/2024
Letting	7/10/2024

APPENDIX "D"**A. Amount of Payment**

1. The CONSULTANT shall receive as payment for the satisfactory performance of the work performed under this Agreement a maximum amount payable not to exceed **\$654,003.00**, which shall not be increased unless a modification of this Agreement is approved in writing by the LPA. The following is a breakdown of the tasks and associated fees;

Project Management	\$28,690.00	Lump Sum
Topographic Data Collection/Survey, LCRSP	\$72,145.00	Lump Sum
Environmental Document/Permitting	\$67,744.00	Lump Sum
Roadway Design	\$210,576.00	Lump Sum
Bridge Design	\$38,979.00	Lump Sum
Geotechnical Services	\$37,366.00	Lump Sum
Hydraulics/Drainage Design	\$60,431.00	Lump Sum
Utility Coordination	\$22,937.00	Lump Sum
Right-of-Way Plan Development	\$103,335.00	Unit Price
Real Estate Services (Future Phase)	\$0.00	Unit Price
Post Design Services	\$11,800.00	Hourly NTE
Total Maximum Compensation	\$654,003.00	NTE

2. The fees for Geotechnical Investigation will be based on the actual number of soil borings necessary to complete the geotechnical report and shall not exceed the amount listed above in the fee schedule unless a modification of this Agreement is approved in writing by the LPA.
3. The fees for Right-of-Way Engineering will be based on the actual number of parcels that require Right-of-Way Engineering, title work, and appraisal problem analysis based on standard INDOT accepted fees. The fee for this work shall not exceed the amount listed above in the fee schedule unless a modification of this Agreement is approved in writing by the LPA.

B. Method of Payment

1. The CONSULTANT shall submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the LPA. The invoice voucher shall represent the value, to the LPA, of the partially completed work as of the date of the voucher. The CONSULTANT shall attach thereto a summary of each Task, percentage completed, and prior payments.
2. The LPA, for and in consideration of the rendering of the professional services provided for in Appendix A, agrees to pay the CONSULTANT for rendering such services the fees established above in the following manner:
 - a. For completed work, and upon receipt of invoices from the CONSULTANT and approval thereof by the LPA but in no event later than 30 days after receipt of said invoices, payments covering the work performed shall be due and payable to the CONSULTANT. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.

3. In the event of a substantial change in the scope, character, or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with Item 6 (Changes in Work) of the General Provisions set out in this Agreement.



Little Eagle Creek Avenue - Reconstruction

WSP PROJECT NO.: 309001xx

DES. NO.: 1902801

DESCRIPTION: Reconstruction of Little Eagle Creek Avenue from 146th Street to Shelborne Road

Client: City of Westfield

			Proposed Fees			Subtotal	Comments
TASKS	Description	Contract Type	WSP USA	VS Engineering, Inc.	ATC Group Services		
Section 1	Project Management	Fixed Price/Lump Sum	\$28,690			\$28,690	
Section 2	Topographic Data Collection/Survey, LCRSP	Fixed Price/Lump Sum	\$5,245	\$66,900		\$72,145	
Section 3	Environmental Document/Permitting	Fixed Price/Lump Sum	\$67,744			\$67,744	
Section 4	Roadway Design	Fixed Price/Lump Sum	\$210,576			\$210,576	
Section 5	Bridge Design	Fixed Price/Lump Sum	\$38,979			\$38,979	
Section 6	Geotechnical Services	Fixed Price/Lump Sum	\$15,860		\$21,506	\$37,366	
Section 7	Hydraulics/Drainage Design	Fixed Price/Lump Sum	\$60,431			\$60,431	
Section 8	Utility Coordination	Fixed Price/Lump Sum	\$22,937			\$22,937	
Section 9	Right-of-Way Engineering & Plans	Unit Fee	\$103,335			\$103,335	
Section 10	Real Estate Services - TBD	Unit Fee				\$0	
Section 11	Post-Design Services	Fixed Price/Lump Sum	\$11,800			\$11,800	
Subtotal			\$565,597	\$66,900	\$21,506	\$654,003	

GRAND TOTAL \$654,003

Little Eagle Creek Avenue - Reconstruction

PROJECT NO.: 309001xx

DES. NO.: 1902801

DESCRIPTION: Reconstruction of Little Eagle Creek Avenue from 146th Street to

Proposed Labor Rates Worksheet

A.	Direct Labor, Estimated				1.00
	Estimated manhours x Current Hourly Rates				
B.	Escalation				
	(Based on allowable annual labor rate increase)				
	(Previous Year + Escalation Rate)				
		Year	% work	DL multiplier	Escalation Rate
	Base Year	2020	10.0%	1.0000	0.0%
		2021	40.0%	1.0300	3.0%
		2022	25.0%	1.0609	3.0%
		2023	20.0%	1.0927	3.0%
		2024	5.0%	1.1255	3.0%
C.	Total Direct Labor		100.0%	1.0520	3.0%
	C = Weighted labor rate per year				
D.	Overhead Rate	135.47%		1.3547	
	INDOT approved OH rate (based on current actual audited OH rate)				
E.	Baseline Fee Base			2.3547	
	E = (D + A)				
F.	Baseline Net Fee	14.00%		0.3297	
	F = Baseline Fee (E) x Profit Margin				
	F = Baseline Fee (E) x Profit Margin				
G.	Cost of Facilities Capital (Audited Value)	0.59%		0.0059	
	G = Cost of Facilities Capital Rate				
	G = Cost of Facilities Capital Rate				
J.	Total Estimated Fee Multiplier	Baseline LM	Weighted Escalation		
	J = Baseline LM x Weighted Escalation	2.6903	1.0520	2.8303	Escalation Multiplier

P-Grade	Classification	Hourly Rate	Contract Rate
P-10	ACCOUNTING SUPV III	\$ 46.83	\$ 132.54
P-08	ARCHAEOLOGIST I	\$ 24.68	\$ 69.85
P-08	ARCHITECT I	\$ 30.20	\$ 85.46
P-08	ASSOCIATE CONSULTANT II	\$ 39.92	\$ 112.97
P-09	ASSOCIATE CONSULTANT III	\$ 44.39	\$ 125.64
P-07	ASST ARCHITECT	\$ 26.93	\$ 76.22
P-07	ASST ENGINEER	\$ 30.47	\$ 86.25
P-07	ASST ENVIRONMENTAL SCIENTIST	\$ 23.08	\$ 65.32
P-07	ASST GEOLOGIST	\$ 24.42	\$ 69.10
P-07	ASST PLANNER	\$ 26.62	\$ 75.34
P-09	ASST PROJECT CONTROL SPECIALIST	\$ 33.42	\$ 94.59
P-07	ASST TECHNICAL SPECIALIST	\$ 29.32	\$ 82.97
T-08	CADD DESIGNER	\$ 36.08	\$ 102.12
T-07	CADD DESIGNER III	\$ 27.42	\$ 77.59
T-05	CADD OPERATOR I	\$ 22.29	\$ 63.09
T-06	CADD OPERATOR II	\$ 21.27	\$ 60.20
T-07	CADD OPERATOR III	\$ 28.86	\$ 81.68
P-10	CADD SUPV II	\$ 39.16	\$ 110.82
P-10	CONSULTANT I	\$ 53.20	\$ 150.57
P-11	CONSULTANT II	\$ 60.88	\$ 172.31
P-12	CONSULTANT III	\$ 73.08	\$ 206.84
P-08	DOCUMENT CONTROL COORDINATOR I	\$ 31.08	\$ 87.96
P-08	ENGINEER I	\$ 34.67	\$ 98.12
P-09	ENGINEER II	\$ 40.93	\$ 115.85
P-08	ENVIRONMENTAL ENGINEER I	\$ 27.19	\$ 76.96
P-09	ENVIRONMENTAL ENGINEER II	\$ 34.10	\$ 96.50
P-08	ENVIRONMENTAL SCIENTIST I	\$ 30.04	\$ 85.01
P-09	ENVIRONMENTAL SCIENTIST II	\$ 29.90	\$ 84.61
P-08	GEOLOGIST I	\$ 27.65	\$ 78.24
P-09	GEOLOGIST II	\$ 34.16	\$ 96.67
T-05	INTERN I	\$ 18.25	\$ 51.65
T-06	INTERN II	\$ 22.54	\$ 63.78
P-11	LEAD ARCHITECT	\$ 50.58	\$ 143.16
P-11	LEAD ENGINEER	\$ 52.99	\$ 149.97
P-11	LEAD ENVIRONMENTAL ENGINEER	\$ 52.20	\$ 147.74
P-11	LEAD ENVIRONMENTAL SCIENTIST	\$ 43.49	\$ 123.09
P-11	LEAD GEOLOGIST	\$ 51.96	\$ 147.06
P-11	LEAD PLANNER	\$ 51.53	\$ 145.84
P-08	OFFICE ENGINEER I	\$ 31.38	\$ 88.81
P-09	OFFICE ENGINEER II	\$ 35.86	\$ 101.49
P-08	PLANNER I	\$ 31.51	\$ 89.17
P-09	PLANNER II	\$ 37.69	\$ 106.67
P-14	PLANNING MANAGER	\$ 108.04	\$ 305.78
P-12	PRIN TECHNICAL SPECIALIST	\$ 81.47	\$ 230.57
T-10	PRIN TECHNICIAN	\$ 54.59	\$ 154.50
P-13	PRINCIPAL CONSULTANT I	\$ 91.94	\$ 260.22
P-14	PRINCIPAL CONSULTANT II	\$ 101.58	\$ 287.50
P-08	PROJECT ACCOUNTANT I	\$ 33.38	\$ 94.46
P-09	PROJECT ACCOUNTANT II	\$ 35.42	\$ 100.26
P-10	PROJECT CONTROL SPECIALIST	\$ 45.00	\$ 127.36
P-10	SR ARCHITECT	\$ 44.39	\$ 125.64
P-14	SR ARCHITECTURAL MGR	\$ 106.39	\$ 301.11
P-14	SR AREA MGR	\$ 108.28	\$ 306.46
T-08	SR CADD DESIGNER I	\$ 34.32	\$ 97.14
T-09	SR CADD DESIGNER II	\$ 40.42	\$ 114.39
T-10	SR CADD DESIGNER III	\$ 44.77	\$ 126.71
T-08	SR CADD OPERATOR I	\$ 33.18	\$ 93.91
T-10	SR CADD OPERATOR III	\$ 46.54	\$ 131.71
P-11	SR CONTRACT ADMIN	\$ 56.39	\$ 159.60
P-10	SR ENGINEER	\$ 45.59	\$ 129.04

Confidential

P-14	SR ENGINEERING MGR	\$ 117.31	\$ 332.01
P-10	SR ENVIRONMENTAL SCIENTIST	\$ 45.95	\$ 130.05
P-10	SR PLANNER	\$ 42.00	\$ 118.86
P-13	SR PRIN TECHNICAL SPECIALIST	\$ 82.24	\$ 232.76
P-10	SR PROJECT ACCOUNTANT	\$ 61.08	\$ 172.87
P-14	SR PROJECT CONTROL MANAGER	\$ 110.58	\$ 312.97
P-11	SR PROJECT CONTROL SPECIALIST	\$ 55.02	\$ 155.72
P-13	SR SUPV ARCHITECT	\$ 74.15	\$ 209.86
T-09	SR SUPV CADD OPERATOR	\$ 38.56	\$ 109.14
P-13	SR SUPV ENGINEER	\$ 80.58	\$ 228.06
P-13	SR SUPV ENVIRONMENTAL ENGINEER	\$ 86.05	\$ 243.55
P-13	SR SUPV GEOLOGIST	\$ 100.00	\$ 283.03
P-13	SR SUPV PLANNER	\$ 84.49	\$ 239.14
P-12	SR SUPV PROJECT ACCOUNTANT	\$ 58.91	\$ 166.73
P-11	SR TECHNICAL SPECIALIST	\$ 63.36	\$ 179.33
P-12	SUPV ARCHITECT	\$ 58.16	\$ 164.61
P-12	SUPV CONTRACT ADMINISTRAT	\$ 67.38	\$ 190.70
P-12	SUPV ENGINEER	\$ 64.42	\$ 182.34
P-12	SUPV ENVIRONMENTAL ENGR	\$ 59.71	\$ 168.98
P-12	SUPV GEOLOGIST	\$ 70.42	\$ 199.29
P-12	SUPV PLANNER	\$ 63.43	\$ 179.53
P-11	SUPV PROJECT ACCOUNTANT	\$ 52.34	\$ 148.15
P-12	SUPV SCHEDULER	\$ 66.00	\$ 186.80
T-09	SUPV TECHNICIAN	\$ 43.31	\$ 122.58
P-14	TECHNICAL MGR	\$ 104.91	\$ 296.91
P-08	TECHNICAL SPECIALIST I	\$ 39.04	\$ 110.48
P-09	TECHNICAL SPECIALIST II	\$ 38.55	\$ 109.11
P-10	TECHNICAL SPECIALIST III	\$ 50.32	\$ 142.42
T-07	TECHNICIAN II	\$ 31.72	\$ 89.78

INDOT Consultants Contract Profit Calculation
Worksheet

Additives

% Add On

Select

Base =

(Place 'X')

14.00%

Overhead (select one)

>190%

0

>180% & <=190%

.7

>160% & <=180%

1.4

>120% & <=160%

2.1

X

2.1%

>120% & <=160%

<=120%

2.8

Calculated Total Profit Margin:

14.00%

Sum of Base Profit + Overhead % Add-on

Minimum Possible Profit:

7.0%

Maximum Possible Profit:

14.0%

Project Management

PROJECT NO.: 309001xx

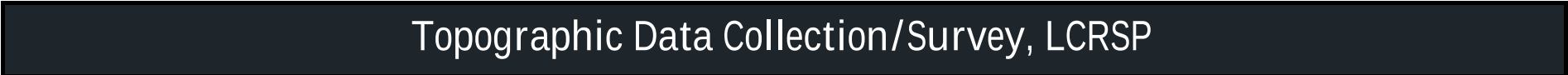
DES. NO.: 1902801

DESCRIPTION: Reconstruction of Little Eagle Creek Avenue from 146th Street to Shelborne Road

DESCRIPTION	PERSON HOURS BY CLASSIFICATION													TOTAL HOURS / TASK	TOTAL DOLLARS / TASK	
	P-14	P-14	P-13	P-12	P-11	P-10	P-09	P-08	P-07	P-07	T-10	P-10	T-05			
	SR AREA MGR	SR ENGINEERING MGR	SR SUPV ENGINEER	SUPV ENGINEER	LEAD ENGINEER	SR ENGINEER	ENGINEER II	ENGINEER I	ASST ENGINEER	ASST TECHNICAL SPECIALIST	PRIN TECHNICIAN	SR PROJECT ACCOUNTANT	INTERN I			
Project Management																
Monthly Progress Report Updates			21.00											21.00	\$4,789.21	
Quarterly Report Updates			16.00		4.00									20.00	\$4,248.82	
Subconsultant Coordination			8.00											8.00	\$1,824.46	
Cadd Coordination			2.00		8.00									10.00	\$1,655.91	
Project Controls																
Quality Management			4.00	2.00	4.00									10.00	\$1,876.81	
Document Control					4.00									4.00	\$599.90	
Project Administration					12.00							12.00		24.00	\$3,874.17	
Stakeholder Meeting			2.00		2.00									4.00	\$756.06	
Project Meeting Attendance (6 Meetings)			12.00		12.00									24.00	\$4,536.38	
Exhibit Preparation			2.00		4.00									6.00	\$1,056.01	
Coordination/Documenation/Meeting Minutes			4.00		8.00									12.00	\$2,112.02	
Close out project, tasks, & purchase orders			1.00		2.00							4.00		7.00	\$1,219.50	
SUBTOTAL:															150	\$28,549.25
TOTAL - HOURS:	0.00	0.00	72.00	2.00	60.00	0.00	0.00	0.00	0.00	0.00	0.00	16.00	0.00	150		
SALARY PER HOUR:	\$306.46	\$332.01	\$228.06	\$182.34	\$149.97	\$129.04	\$115.85	\$98.12	\$86.25	\$82.97	\$154.50	\$172.87	\$51.65			
DIRECT SALARY COSTS:	\$0.00	\$0.00	\$16,420.15	\$364.68	\$8,998.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,765.97	\$0.00		\$28,549.25	

DIRECT EXPENSES

Mileage	6.00				Trips x	60	Mi./Trip x	\$0.390		\$140.40
DIRECT EXPENSES:										\$140.40
TOTAL COSTS (Direct Labor Costs + Expenses):										\$28,690.00

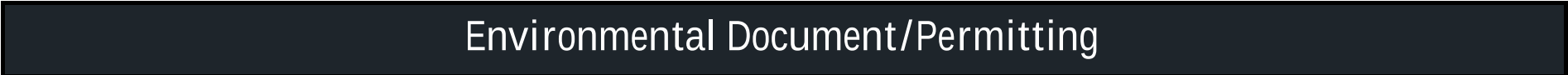


DES. NO.: 1902801

DESCRIPTION	PERSON HOURS BY CLASSIFICATION												TOTAL HOURS	TOTAL DOLLARS	
	P-14	P-14	P-13	P-12	P-11	P-10	P-09	P-08	P-07	P-07	T-10	P-10			T-05
	SR AREA MGR	SR ENGINEERING MGR	SR SUPV ENGINEER	SUPV ENGINEER	LEAD ENGINEER	SR ENGINEER	ENGINEER II	ENGINEER I	ASST ENGINEER	ASST TECHNICAL SPECIALIST	PRIN TECHNICIAN	SR PROJECT ACCOUNTANT			INTERN I
														/ TASK	/ TASK

Survey Coordination															
Coordination, Mgmt, Contracting, Survey Letters			4.00		2.00							2.00		8.00	\$1,557.93
Processing Survey Data				2.00	2.00			8.00						12.00	\$1,449.56
Setup in InRoads				4.00										4.00	\$729.36
Coordinate Recording of LCRSP			1.00		2.00									3.00	\$528.01
Final XML Documentation from Subconsultant			1.00				2.00	2.00						5.00	\$656.00
Survey Book Coordination					2.00									2.00	\$299.95
SUBTOTAL:														34	\$5,220.80
TOTAL - HOURS:	0.00	0.00	6.00	6.00	8.00	0.00	2.00	10.00	0.00	0.00	0.00	2.00	0.00	34	
SALARY PER HOUR	\$306.46	\$332.01	\$228.06	\$182.34	\$149.97	\$129.04	\$115.85	\$98.12	\$86.25	\$82.97	\$154.50	\$172.87	\$51.65		
DIRECT SALARY COSTS:	\$0.00	\$0.00	\$1,368.35	\$1,094.04	\$1,199.79	\$0.00	\$231.71	\$981.17	\$0.00	\$0.00	\$0.00	\$345.75	\$0.00		\$5,220.80

DIRECT EXPENSES									
Mileage	1.00				Trips x	60	Mi./Trip x	\$0.390	
SUBCONSULTANT SCOPE & FEES (Subconsultant Manhour Justification Follows this Cost Proposal)									\$23.40
VS Engineering, Inc.									\$66,900.00
DIRECT EXPENSES:									\$66,923.40
TOTAL COSTS (Direct Labor Costs + Expenses):									\$72,145.00



DES. NO.: 1902801

DESCRIPTION	PERSON HOURS BY CLASSIFICATION													TOTAL HOURS	TOTAL DOLLARS
	P-14	P-14	P-13	P-12	P-11	P-10	P-09	P-08	P-07	P-07	T-10	P-10	T-05		
	SR AREA MGR	SR ENGINEERING MGR	SR SUPV ENGINEER	SUPV ENGINEER	LEAD ENGINEER	SR ENGINEER	ENGINEER II	ENGINEER I	ASST ENGINEER	ASST TECHNICAL SPECIALIST	PRIN TECHNICIAN	SR PROJECT ACCOUNTANT	INTERN I		
														/ TASK	/ TASK

DIRECT EXPENSES									
Mileage	3.00				Trips x	60	Mi./Trip x	\$0.390	\$70.20
Permit Application fee	\$ 125.00				Units	3.00			\$375.00
DIRECT EXPENSES:									\$445.20
TOTAL COSTS (Direct Labor Costs + Expenses):									\$67,744.00

Roadway Design

PROJECT NO.: 309001xx

DES. NO.: 1902801

DESCRIPTION: Reconstruction of Little Eagle Creek Avenue from 146th Street to Shelborne Road

DESCRIPTION	PERSON HOURS BY CLASSIFICATION													TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	P-14	P-14	P-13	P-12	P-11	P-10	P-09	P-08	P-07	P-07	T-10	P-10	T-05		
	SR AREA MGR	SR ENGINEERING MGR	SR SUPV ENGINEER	SUPV ENGINEER	LEAD ENGINEER	SR ENGINEER	ENGINEER II	ENGINEER I	ASST ENGINEER	ASST TECHNICAL SPECIALIST	PRIN TECHNICIAN	SR PROJECT ACCOUNTANT	INTERN I		
Stage 1 Plan Submission															
INDOT Scoping Meeting			2.00		2.00									4.00	\$756.06
Field Visit (Verify Survey, scope of project, etc.)			4.00		8.00			8.00						20.00	\$2,896.96
Abbreviated Engineer's Assessment			2.00		8.00			16.00						26.00	\$3,225.78
Prepare Title Sheet					1.00	1.00		2.00						4.00	\$475.25
Prepare Index Sheet					1.00	1.00		2.00						4.00	\$475.25
Prepare Typical Section Sheets				2.00	4.00	4.00	4.00	4.00						18.00	\$2,336.62
Geometric Detail Sheet				2.00	2.00	2.00	8.00							14.00	\$1,849.55
Prepare Plan/Profile Sheets			2.00	8.00	24.00		60.00	60.00						154.00	\$18,352.50
Prepare Const. Detail Sheets			2.00	4.00	16.00	16.00	32.00	32.00						102.00	\$12,496.79
Intersection Detail Sheet				4.00	8.00	20.00		20.00						52.00	\$6,472.29
Pavement Marking Sheets				2.00	2.00		8.00	16.00						28.00	\$3,161.33
MOT Plans				8.00	8.00	24.00	32.00	32.00						104.00	\$12,602.56
Cross Sections- Full Width				6.00	6.00	12.00	24.00	24.00						72.00	\$8,677.68
Cross Sections- Pipe Sections				2.00	2.00	2.00	4.00	4.00						14.00	\$1,778.59
Cross Sections- Drive Sections				1.00	1.00	2.00	2.00	2.00						8.00	\$1,018.34
Preliminary Quantities & Cost Estimate				4.00	8.00		24.00	24.00						60.00	\$7,064.47
Level 1 Design Calcs			2.00		2.00	4.00	8.00	16.00						32.00	\$3,768.93
Level 2 Design Calcs			1.00		2.00	4.00	4.00	16.00						27.00	\$3,077.45
QA/QC of Deliverables			2.00	8.00	8.00	16.00		16.00						50.00	\$6,749.14
PFC Meeting															
Revise Plans per Stage 1 Comments				2.00	4.00		8.00	8.00						22.00	\$2,676.35
PFC Plan Distribution				2.00	2.00			4.00						8.00	\$1,057.09
Attend on-site PFC meeting			4.00		4.00									8.00	\$1,512.13
Cross Sections- Utility Information					2.00		4.00	8.00						14.00	\$1,548.30
Ditch Layout/Design				4.00	8.00		16.00	16.00						44.00	\$5,352.69
Approach Table					2.00		2.00	4.00						8.00	\$924.12
Structure Data Table					4.00		4.00	8.00						16.00	\$1,848.25
Prepare/Distribute PFC Meeting Minutes					4.00		2.00							6.00	\$831.61
Stage 3 Plan Submission															
Revise Plans per PFC Comments				1.00	1.00		4.00	4.00						10.00	\$1,188.20
Traffic Sign Detail Sheet				1.00	1.00	4.00	4.00							10.00	\$1,311.89
Sign Summary Table				1.00	1.00	2.00	4.00							8.00	\$1,053.61
Storm Water Detention Plans/Details				4.00	8.00	16.00	16.00	16.00						60.00	\$7,417.34
Erosion Control Plans/Rule 5 Permit Submission			2.00	8.00	24.00	40.00	40.00	40.00						154.00	\$19,234.68
Underdrain Table				2.00	2.00	4.00		4.00						12.00	\$1,573.26
Pipe Material Summary Table				1.00	1.00		4.00	4.00						10.00	\$1,188.20
Miscellaneous Summary Tables				4.00			8.00	8.00						20.00	\$2,441.13
Finalize Title Sheet								2.00						2.00	\$196.23
Finalize Index Sheet								2.00						2.00	\$196.23
Finalize Typical Sections				2.00	2.00	2.00		2.00						8.00	\$1,118.94
Finalize Plan Sheets				2.00	4.00		8.00	8.00						22.00	\$2,676.35
Finalize Detail Sheets				4.00	4.00		16.00	24.00						48.00	\$5,537.73
Finalize MOT Plans				4.00	8.00	12.00	24.00	24.00						72.00	\$8,612.95
MOT Level One Checklist/Calcs			2.00		2.00	2.00	4.00	4.00						14.00	\$1,870.03
Finalize Pavement Marking Sheets				1.00	1.00		4.00	4.00						10.00	\$1,188.20
Finalize Approach Table				1.00	1.00			8.00						10.00	\$1,117.25
Final Quantity Calculations			2.00	2.00	2.00	4.00	8.00	16.00						34.00	\$4,133.61

Roadway Design

PROJECT NO.: 309001xx

DES. NO.: 1902801

DESCRIPTION: Reconstruction of Little Eagle Creek Avenue from 146th Street to Shelborne Road

DESCRIPTION	PERSON HOURS BY CLASSIFICATION													TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	P-14	P-14	P-13	P-12	P-11	P-10	P-09	P-08	P-07	P-07	T-10	P-10	T-05		
	SR AREA MGR	SR ENGINEERING MGR	SR SUPV ENGINEER	SUPV ENGINEER	LEAD ENGINEER	SR ENGINEER	ENGINEER II	ENGINEER I	ASST ENGINEER	ASST TECHNICAL SPECIALIST	PRIN TECHNICIAN	SR PROJECT ACCOUNTANT	INTERN I		
Cost Estimate			2.00	1.00	1.00		4.00	4.00						12.00	\$1,644.31
Prepare Special Provisions			4.00	2.00	2.00		2.00	4.00						14.00	\$2,201.03
Prepare Storm Water Design Report Exhibits				1.00				8.00						9.00	\$967.27
Hydrologic Analysis for Storm Detention			2.00	8.00			16.00	4.00						30.00	\$4,160.97
Update Level 1 Design Calcs				1.00	2.00		4.00							7.00	\$945.71
Prepare Stage 3 Submittal Documents				2.00	2.00	4.00	16.00							24.00	\$3,034.47
All Project Commitments Report			2.00	2.00			2.00							6.00	\$1,052.50
QA/QC of Deliverables			2.00	8.00	8.00	8.00		8.00						34.00	\$4,931.88
Final Tracings Plan Submission															
Revise Plans per Stage 3 comments				2.00	2.00	4.00	8.00	8.00						24.00	\$2,892.56
Final Construction Cost Estimate			2.00	2.00	2.00		2.00	4.00						12.00	\$1,744.92
Final Qty Calculations			2.00	2.00	2.00		2.00	2.00						10.00	\$1,548.69
Final Special Provisions			2.00	2.00	2.00		2.00	2.00						10.00	\$1,548.69
Prepare Tracing Submittal Documents				2.00	8.00		20.00							30.00	\$3,881.57
QA/QC of Deliverables			2.00	8.00	8.00	8.00		8.00						34.00	\$4,931.88
SUBTOTAL:														1,681	\$210,528.56
TOTAL - HOURS:	0.00	0.00	47.00	140.00	244.00	218.00	468.00	564.00	0.00	0.00	0.00	0.00	0.00	1,681	
SALARY PER HOUR	\$306.46	\$332.01	\$228.06	\$182.34	\$149.97	\$129.04	\$115.85	\$98.12	\$86.25	\$82.97	\$154.50	\$172.87	\$51.65		
DIRECT SALARY COSTS:	\$0.00	\$0.00	\$10,718.71	\$25,527.53	\$36,593.71	\$28,130.79	\$54,220.05	\$55,337.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$210,528.56

DIRECT EXPENSES

Mileage	2.00				Trips x	60	Mi./Trip x	\$0.390							\$46.80
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DIRECT EXPENSES:

\$46.80

TOTAL COSTS (Direct Labor Costs + Expenses):

\$210,576.00

Bridge Design

PROJECT NO.: 309001xx

DES. NO.: 1902801

DESCRIPTION: Reconstruction of Little Eagle Creek Avenue from 146th Street to Shelborne Road

DESCRIPTION	PERSON HOURS BY CLASSIFICATION													TOTAL HOURS / TASK	TOTAL DOLLARS / TASK	
	P-14	P-14	P-13	P-12	P-11	P-10	P-09	P-08	P-07	P-07	T-10	P-10	T-05			
	SR AREA MGR	SR ENGINEERING MGR	SR SUPV ENGINEER	SUPV ENGINEER	LEAD ENGINEER	SR ENGINEER	ENGINEER II	ENGINEER I	ASST ENGINEER	ASST TECHNICAL SPECIALIST	PRIN TECHNICIAN	SR PROJECT ACCOUNTANT	INTERN I			
Bridge Design																
Stage 1/PFC Review Submission																
Structure Size and Type Economic Anslsis																
SS&T Work Session																
Index and Title Sheet																
Bridge Layout				2.00	4.00			8.00			16.00			30.00	\$4,221.58	
General Plan					4.00			8.00			16.00			28.00	\$3,856.91	
Bridge Quantities					2.00			4.00			4.00			10.00	\$1,310.43	
Bridge Opinion of Probable Cost					2.00			4.00						6.00	\$692.41	
Plat 1 Sheet																
PFC Meeting Agenda																
PFC Meeting Attendance and Transportation					4.00		4.00							8.00	\$1,063.32	
PFC Minutes																
Right-of-Way Plans																
Incorporate Prelim. Right-of-Way Plans Comments																
Complete Information Boxes and Numbering			1.00		1.00						4.00			6.00	\$996.05	
Review Plans Against IDM Fig. 85-2F						1.00		4.00			8.00			13.00	\$1,757.54	
Stage 3 Plans																
Incorporate Previous Review Comments					1.00						4.00			5.00	\$767.99	
Permit Drawings Development and Coordination					2.00		4.00				16.00			22.00	\$3,235.44	
Soil Borings Sheets					1.00			2.00			8.00			11.00	\$1,582.25	
Wingwall and Headwall Detail Sheet					2.00			4.00			16.00			22.00	\$3,164.49	
Final Geometry and Elevations Calculations					4.00			8.00	16.00					28.00	\$2,764.82	
Quantity Calculations					2.00	8.00		16.00						26.00	\$2,712.26	
Update Opinion of Probable Cost					1.00			2.00						3.00	\$346.21	
Special Provisions			4.00			4.00								8.00	\$1,428.39	
Final Tracings Submission																
Incorporate Previous Review Comments					2.00			4.00			16.00			22.00	\$3,164.49	
Final Tracings Paperwork			2.00			8.00		16.00						26.00	\$3,058.30	
Update Quantity Calculations					1.00	4.00		4.00	8.00					17.00	\$1,748.60	
Update Opinion of Probable Cost					1.00			2.00						3.00	\$346.21	
Update Special Provisions			2.00			2.00								4.00	\$714.20	
SUBTOTAL:															298	\$38,931.90
TOTAL - HOURS:	0.00	0.00	9.00	2.00	34.00	27.00	8.00	70.00	40.00	0.00	108.00	0.00	0.00	298		
SALARY PER HOUR	\$30															

DIRECT EXPENSES

Mileage	2.00				Trips x	60	Mi./Trip x	\$0.390		\$46.80
DIRECT EXPENSES:										\$46.80
TOTAL COSTS (Direct Labor Costs + Expenses):										\$38,979.00



Geotechnical Services

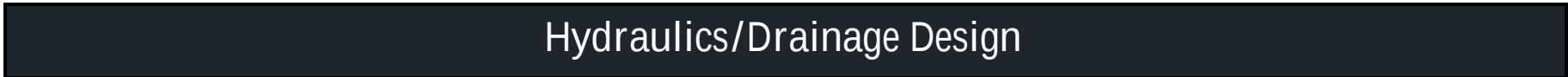
PROJECT NO.: 309001xx

DES. NO.: 1902801

DESCRIPTION:	Reconstruction of Little Eagle Creek Avenue from 146th Street to Shelborne Road
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DESCRIPTION	PERSON HOURS BY CLASSIFICATION													TOTAL HOURS / TASK	TOTAL DOLLARS / TASK	
	P-14	P-14	P-13	P-12	P-11	P-10	P-09	P-08	P-07	P-07	T-10	P-10	T-05			
	SR AREA MGR	SR ENGINEERING MGR	SR SUPV ENGINEER	SUPV ENGINEER	LEAD ENGINEER	SR ENGINEER	ENGINEER II	ENGINEER I	ASST ENGINEER	ASST TECHNICAL SPECIALIST	PRIN TECHNICIAN	SR PROJECT ACCOUNTANT	INTERN I			
Geotechnical Coordination																
Geotechnical Subconsultant Management				4.00				8.00						12.00	\$1,514.29	
Site Recon/Stake Borings						8.00		8.00						16.00	\$1,817.26	
gINT Boring Logs				2.00				10.00						12.00	\$1,345.85	
Lab Test Assignment/Review Data				2.00				8.00						10.00	\$1,149.61	
Field Logging/Subconsultant Oversight						2.00		8.00						10.00	\$1,043.01	
Geotechnical Report				8.00		10.00		32.00						50.00	\$5,888.85	
Geotechnical Review of Final Tracing Plans				8.00		12.00								20.00	\$3,007.20	
Pavement Design																
Coordination, Management																
Site Visit / Patching Limits																
Concept Designs/Draft Report/Cost Analysis/QC/QA																
Final Designs/Final Report/Cost Analysis/QC/QA																
SUBTOTAL:															130	\$15,766.07
TOTAL - HOURS:	0.00	0.00	0.00	24.00	0.00	32.00	0.00	74.00	0.00	0.00	0.00	0.00	0.00	130		
SALARY PER HOUR	\$306.46	\$332.01	\$228.06	\$182.34	\$149.97	\$129.04	\$115.85	\$98.12	\$86.25	\$82.97	\$154.50	\$172.87	\$51.65			
DIRECT SALARY COSTS:	\$0.00	\$0.00	\$0.00	\$4,376.15	\$0.00	\$4,129.29	\$0.00	\$7,260.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$15,766.07	

DIRECT EXPENSES										
Mileage	4.00				Trips x	60	Mi./Trip x	\$0.390		\$93.60
SUBCONSULTANT SCOPE & FEES (Subconsultant Manhour Justification Follows this Cost Proposal)										
ATC Group Services										\$21,505.50
DIRECT EXPENSES:										\$21,599.10
TOTAL COSTS (Direct Labor Costs + Expenses):										\$37,366.00



DES. NO.: 1902801

DESCRIPTION:	Reconstruction of Little Eagle Creek Avenue from 146th Street to Shelborne Road
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DIRECT EXPENSES										
Mileage	1.00				Trips x	60	Mi./Trip x	\$0.390		\$23.40
DIRECT EXPENSES:										\$23.40
TOTAL COSTS (Direct Labor Costs + Expenses):										\$60,431.00



Utility Coordination

PROJECT NO.: 309001xx

DES. NO.: 1902801

DESCRIPTION:	Reconstruction of Little Eagle Creek Avenue from 146th Street to Shelborne Road
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[illegible]

DIRECT EXPENSES										
Mileage	4.00				Trips x	60	Mi./Trip x	\$0.390		\$93.60
DIRECT EXPENSES:										\$93.60
TOTAL COSTS (Direct Labor Costs + Expenses):										\$22,937.00



Right-of-Way Engineering & Plans

PROJECT NO.: 309001xx

DES. NO.: 1902801

DESCRIPTION:	Reconstruction of Little Eagle Creek Avenue from 146th Street to Shelborne Road
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[illegible][illegible]



Real Estate Services - TBD

PROJECT NO.: 309001xx

DES. NO.: 1902801

DESCRIPTION:	Reconstruction of Little Eagle Creek Avenue from 146th Street to Shelborne Road
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DESCRIPTION	PERSON HOURS BY CLASSIFICATION													TOTAL HOURS / TASK	TOTAL DOLLARS / TASK	
	P-14	P-14	P-13	P-12	P-11	P-10	P-09	P-08	P-07	P-07	T-10	P-10	T-05			
	SR AREA MGR	SR ENGINEER/IN G MGR	SR SUPV ENGINEER	SUPV ENGINEER	LEAD ENGINEER	SR ENGINEER	ENGINEER II	ENGINEER I	ASST ENGINEER	ASST TECHNICAL SPECIALIST	PRIN TECHNICIAN	SR PROJECT ACCOUNTANT	INTERN I			
SUBTOTAL:															0	\$0.00
TOTAL - HOURS:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0		
SALARY PER HOUR	\$306.46	\$332.01	\$228.06	\$182.34	\$149.97	\$129.04	\$115.85	\$98.12	\$86.25	\$82.97	\$154.50	\$172.87	\$51.65			
DIRECT SALARY COSTS:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Right-of-Way Buying	\$ -				Units	-									\$0.00	
Appraisal Review	\$ -				Units	-									\$0.00	
Value Finding Report	\$ -				Units	-									\$0.00	
Short Form Appraisal	\$ -				Units	-									\$0.00	
Right-of-Way Staking	\$ -				Units	-									\$0.00	
DIRECT EXPENSES:															\$0.00	
TOTAL COSTS (Direct Labor Costs + Expenses):															\$0.00	



Post-Design Services

PROJECT NO.: 309001xx

DES. NO.: 1902801

DESCRIPTION:	Reconstruction of Little Eagle Creek Avenue from 146th Street to Shelborne Road
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DESCRIPTION	PERSON HOURS BY CLASSIFICATION													TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	P-14	P-14	P-13	P-12	P-11	P-10	P-09	P-08	P-07	P-07	T-10	P-10	T-05		
	SR AREA MGR	SR ENGINEERING MGR	SR SUPV ENGINEER	SUPV ENGINEER	LEAD ENGINEER	SR ENGINEER	ENGINEER II	ENGINEER I	ASST ENGINEER	ASST TECHNICAL SPECIALIST	PRIN TECHNICIAN	SR PROJECT ACCOUNTANT	INTERN I		
Revise Drawings/Specs per Addenda			4.00			8.00								12.00	\$1,944.55
Assist Client in Bid Evaluation			4.00			4.00								8.00	\$1,428.39
Attend Preconstruction Meeting			3.00			3.00								6.00	\$1,071.29
Respond to RFIs			8.00			16.00								24.00	\$3,889.11
Shop Drawing Review			4.00			8.00								12.00	\$1,944.55
Coordination with Westfield			4.00			4.00								8.00	\$1,428.39
SUBTOTAL:														70	\$11,706.29
TOTAL - HOURS:	0.00	0.00	27.00	0.00	0.00	43.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70	
SALARY PER HOUR	\$306.46	\$332.01	\$228.06	\$182.34	\$149.97	\$129.04	\$115.85	\$98.12	\$86.25	\$82.97	\$154.50	\$172.87	\$51.65		
DIRECT SALARY COSTS:	\$0.00	\$0.00	\$6,157.56	\$0.00	\$0.00	\$5,548.73	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$11,706.29
DIRECT EXPENSES															
Mileage	4.00				Trips x	60	Mi./Trip x	\$0.390							\$93.60
DIRECT EXPENSES:														\$93.60	
TOTAL COSTS (Direct Labor Costs + Expenses):														\$11,800.00	

SCOPE OF SERVICES

Date of Proposal: August 17, 2020

Project Description: Little Eagle Creek Avenue
Westfield, Indiana

Des. No.: 1902801

VS ENGINEERING, INC. (VS) shall provide field surveying services for the above referenced project. VS shall furnish all labor, materials, and equipment to perform the surveying services described below for the fee identified in the attached Fee Justification (See Attachment No. 2).

Field Surveying Services

BASIC SERVICES

A. 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. VS shall prepare and record a Location Control Route Survey. 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

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

1. Finished plan view of topographic survey in MicroStation .dgn format
2. 1-foot contours in MicroStation .dgn format
3. TIN used to create contours as derived from MicroStation in .dtm format
4. Electronic points file(s) in .txt format.
5. Location Control Route Survey Plat in .pdf format.
6. Survey Book in .pdf format.

- C. 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 Location Control Route Survey and 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 Limits (See Attachments No. 1)

Little Eagle Creek Avenue

Beginning at the centerline of 146th Street, survey north approximately 8,530 to a point 200 feet past the centerline of Shelbourne Road.

156th Street

Beginning at the centerline of Little Eagle Creek Avenue, survey west 200 feet.

Shelbourne Road

Beginning at the centerline of Little Eagle Creek Avenue, survey south 200 feet.

The width of survey will be 50 feet on each side of the centerline of the above described roads.

Total Survey includes approximately 8,930 lineal feet of roadway by the width described above.

- D. Obtain last deed of record, subdivision plats, and section or auditor plats within the project limits from local and state agencies. VS shall provide of all property information, deeds, plats, and maps.
- E. Send out survey notices together with questionnaires (if applicable) to all property owners within the project area. All survey notices and questionnaires shall be approved by Client prior to distribution.
- F. Establish Primary Horizontal Control within the project limits such that the survey base line(s) can be re-established during construction. The Hamilton County Zone of the Indiana Geospatial Coordinate System will be used.
- G. Locate NGS, DNR or Hamilton County benchmarks and transfer elevation to the site. Set temporary bench marks within the project limits such that elevation datum can be re-established during construction.
- H. Tie in the survey base lines to available USPLSS section corners and/or existing property/right-of-way monumentation, as needed, to re-establish any existing right-of-way.
- I. Re-establish existing roadway alignments from plans for previous projects.
- J. Plot existing right-of-way, where applicable, based on observed physical evidence and record documents acquired from local government agencies.

- K. Coordinate with all utility companies to locate and mark their utilities in field. VS shall notify the utilities via the call before you dig notification system (Indiana Underground Plant Protection Service (I.U.P.P.S.)). VS 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, VS shall provide listing of all utilities and all information available for that utility including address, and telephone number.
- L. Perform design survey in sufficient detail to obtain topographic data, utilities, 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.
- M. 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.
- N. Indicate spot elevations at all finish floors, at each threshold, building edges, insets and projections, exterior platforms, steps (top and bottom treads), corners, building entrances, break in grade, ramps, area ways, tree grates, etc. within the project limits, and at top and bottom of curb.
- O. Take cross sections up – and – downstream of the two existing timber structures and the box culvert on Little Eagle Creek Avenue. Two cross sections in each direction at 50 foot intervals will be taken for a total 12 cross sections.
- P. 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 InRoads and shall submit a hard copy together with electronic format (INDOT Layer standards). 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.
- Q. Prepare and record a Location Control Route Survey Plat (LCRSP) with the Hamilton County Recorder's Office depicting existing alignments and right-of-way. Property lines and owner information for adjoining properties will be shown, but not dimensioned.

Attachment No. 1



Little Eagle Creek Avenue – Des. No.: 1902801

**PROJECT: Little Eagle Creek Avenue
Westfield, IN**

Des. No.: 1902801

	ESTIMATED TIME			
	Project Surveyor II	Party Chief	Survey Tech II	Total
Engineering Survey				
Research				
Auditor / Assessor Maps	1		1	
Subdivision Plats				
Owners Names and Addresses				
Mailings			14	
Deeds				
Section Corners		1		
Plans		2		
Utility Coordination				
Locate Tickets			2	
Follow - Up Verification		2		
Vertical Control				
Bench Level Circuit	2	30	30	
Horizontal Control				
Main Line Traverse	2	14	14	
Alignment Recon		4	4	
Section Corners & Property Recon		14	14	
Topography / Elevations				
Mobile LiDAR Acquisition	By Subconsultant			
Stream Cross Sections (12 total)	1	12	12	
Supplemental Survey & Utilities	1	14	14	
Structures & Misc. Details		4	4	
Route Survey & Field Book Preparation				
Alignment Calculation	4		8	
R/W Determination/Property Lines	10		24	
LiDAR Feature Extraction	8	32	90	
Topography (CAD Drawing)	8	12	24	
Field Check	1	2	2	
Route Survey	16		44	
Field Book	6		14	
Travel				
Travel Time		14	14	
Total Hours	60	157	329	546
Average Weighted Hourly Rate	\$ 131.23	\$ 89.59	\$ 67.58	
Total Salary Cost	\$ 7,873.80	\$ 14,065.63	\$ 22,233.82	\$ 44,173.25
Direct Cost (See below)				\$ 22,813.50
Total				\$ 66,986.75
Engineering Survey Fee				\$ 66,900.00

DIRECT COSTS	UNIT COST	QUANTITY	COST
Travel Mileage	\$0.38/mile	825	\$ 313.50
Lodging (Per Person / Day)	\$90/person		\$ -
Per Diem (Per Person / Day)	\$26/person		\$ -
Mobile and Aerial LiDAR Collection	LS	1	\$ 22,000.00
Reproductions/Copies/Materials/Postage	LS	1	\$ 500.00
	TOTAL		\$ 22,813.50

Litte Eagle Creek Avenue - Westfield, Indiana - Drilling & Lab Testings Fees ESTIMATE					for WSP USA	
Item	Description	Unit	Est. Qty.	Est. Cost	Extended Price (\$)	Subtotal
Drilling						
1	Mobilization and Field Coordination					
a	SPT Drill Rig	LS	1	\$ 284.00	\$ 284.00	
c	Field Coordination with Utilities	LS	1	\$ 440.00	\$ 440.00	
d	Field Coordination with Property Owners (1-10)	LS	1	\$ 350.00	\$ 350.00	
e	Mileage	MI	50	\$ 3.70	\$ 185.00	
2	Truck Mounted Borings with Split- Spoon Sampling					
a	Standard	LF	130	\$ 20.00	\$ 2,600.00	
4	Truck mounted core drilling					
a	Standard	LF	0	\$ 41.00	\$ -	
7 a	Hand or truck soundings	LF	0	\$ 13.25	\$ -	
8 a	Hand auger drilling - Standard	LF	30	\$ 13.75	\$ 412.50	
9	Skid (ATV) Mounted Borings with Split Spoon Sampling					
a	Standard	LF	0	\$ 32.00	\$ -	
11	Skid (ATV) Mounted core drilling					
a	Standard	LF	0	\$ 46.00	\$ -	
24	Set-up for Boring and Machine Soundings					
a	Borings and Machine Soundings (<20 feet)	EA	7	\$ 74.00	\$ 518.00	
b	Rock Core Borings	EA	0	\$ 126.00	\$ -	
25	Additional 2-in. split spoon sampling	EA	10	\$ 22.00	\$ 220.00	
27	3-inch Shelby Tube Samples	EA	1	\$ 66.00	\$ 66.00	
28a	Bag Samples, 25 lbs	EA	2	\$ 54.00	\$ 108.00	
28b	Bag Samples, 5 lbs	EA	5	\$ 35.00	\$ 175.00	
31b	Piezometer installation, <25 ft	EA	0	\$ 284.00	\$ -	
31d	Metal protective cover	EA	0	\$ 132.00	\$ -	
34a	24-hour water levels Standard	EA	0	\$ 40.00	\$ -	
34b	PVC Slotted Pipe	EA	0	\$ 6.50	\$ -	
35	Special Borehole Backfill					
a	0-15 ft Standard	EA	13	\$ 150.00	\$ 1,950.00	
b	More than 15 ft Standard	LF	30	\$ 7.00	\$ 210.00	
c	Pavement Restoration	EA	10	\$ 65.00	\$ 650.00	

37	Traffic Control					
b	Equipment Rental and professional traffic services	Cost	1.00	\$ 6,625.00	\$ 6,625.00	
c	Flag Crew with Equipment	DAY			\$ -	
d	Traffic Control Coordination with Subcontractor	LS	1	\$ 645.00	\$ 645.00	
	Pavement Investigation					
	Mobilization of Coring Equipment	LS	1	\$ 225.00	\$ 225.00	
	Mobilization Mileage for Coring Equipment	MI	50	\$ 2.00	\$ 100.00	
	Pavement Core Full Depth	EA	5	\$ 215.00	\$ 1,075.00	
	Subtotal, Drilling					\$ 16,838.50
Laboratory Testing						
39, 40	Soil Sieve Analysis - with hydrometer	EA	15	\$ 113.00	\$ 1,695.00	
42,43	Atterberg Limits (Liquid Limit, Plastic Limit & Plasticity Index)	EA	15	\$ 71.00	\$ 1,065.00	
45	pH Test	EA	5	\$ 16.50	\$ 82.50	
46a	Loss on Ignition (Conventional)	EA	5	\$ 26.00	\$ 130.00	
47a	Phosphorus Tests	EA	5	\$ 23.00	\$ 115.00	
47b	Potassium Tests	EA	5	\$ 23.00	\$ 115.00	
48a	Moisture Content (Conventional)	EA	70	\$ 7.25	\$ 507.50	
50	Specific Gravity	EA	0	\$ 38.00	\$ -	
51	Unit Weight Determination	EA	3	\$ 19.00	\$ 57.00	
53a	Unconfined Compression Test on Soils	EA	1	\$ 50.00	\$ 50.00	
58a	Standard Proctor	EA	2	\$ 150.00	\$ 300.00	
59b	Subgrade Resilient Modulus on Remoulded Samples	EA	0	\$ 660.00	\$ -	
59c	Resilient Modulus on Shelby Tube	EA	0	\$ 420.00	\$ -	
61	Water Soluble Sulfate test	EA	5	\$ 110.00	\$ 550.00	
	Subtotal, Laboratory testing					\$ 4,667.00
					TOTAL	\$ 21,505.50

Mapped Bedrock Between:			Elevation (ft.)										
			Bottom	Top									
			650	700	Offset another hole for tube.bag	Borings	surface elevation	Boring Depth	Proposed boring termination elevation	Number of Samples per Borings	Additional Sample	assumed linear feet of soil	assumed linear feet of rock core
					1	RB-01/PC-01	874	6	868.0	3	1	6	0
Total Project Length		8,300	ft			RB-02/PC-02	872	6	866.0	3	1	6	0
Type:	Reconstruction				1	RB-03/PC-03	873	6	867.0	3	1	6	0
						RB-04/PC-04	872	6	866.0	3	1	6	0
Borings						RB-05/PC-05	878	6	872.0	3	1	6	0
Roadway						CB-01	886	40	846.0	10	2	40	0
Road Borings		5				CB-02	877	40	837.0	12	2	40	0
Soundings		0				CB-03	874	20	854.0	6	1	20	0
Drainage					2	8		130		43	10	130	0
12x7 Timber Structure		1	CB-01			10 pavement restoration							
16x9 Timber Structure		1	CB-02			10 total							
6x4 Box Culvert		1	CB-03										
Lab Testing													
Topsoil tests needed		5											
Mr Bag		0											
Mr Shelby		0											

Little Eagle Creek Avenue Widening

Roadway Reconstruction and Widening

Legend

Proposed Boring

RB-02/PC-02

Eagle Creek Ave

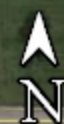
CB-01 (12x7 Timber Structure)

RB-01/PC-01

Google Earth

©2020 Google

W 146th St



700 ft

Little Eagle Creek Avenue Widening

Roadway Reconstruction and Widening

Legend

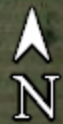
Proposed Boring

RB-04/PC-04

Eagle Creek Ave

Country Pl Dr

RB-03/PC-03



700 ft

Little Eagle Creek Avenue Widening

Roadway Reconstruction and Widening

Legend

Proposed Boring

HA-3
HA-4
HA-2

Eagle Creek Ave

RB-04/BC-04



Little Eagle Creek Avenue Widening

Roadway Reconstruction and Widening

Legend

- Proposed Boring

RB-05/PC-05

CB-02 (16x9 Timber Structure)

Shelbourne Rd

Little Eagle Creek Ave



Westfield Police Department
Monthly Performance Measures Report



Board of Public Works & Safety

November 2020

Table of Contents

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

Westfield Police Department

November 2020

Events by Nature

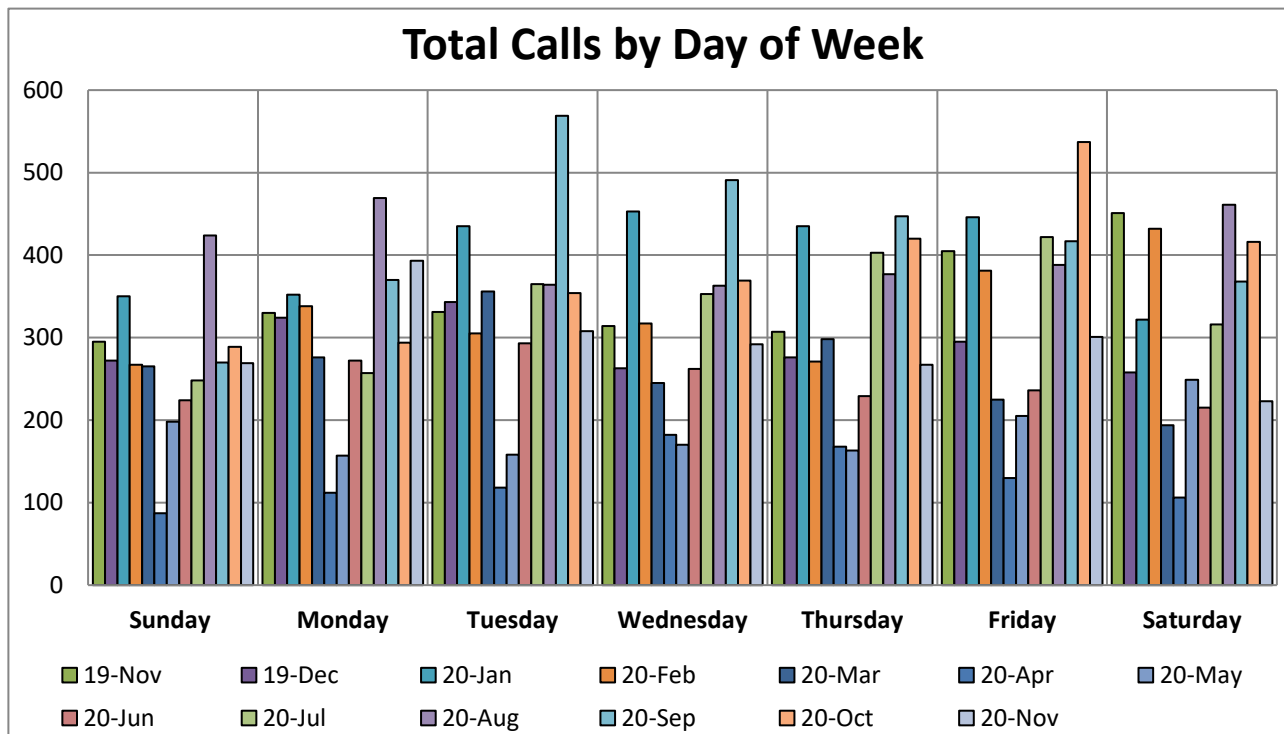
911 Hang Up	13
Abandoned Vehicle	2
Abandonment	0
Abuse / Neglect	2
Accident - Hit & Run PD	12
Accident - Hit & Run PI	0
Accident - Other	1
Accident - Property Damage	47
Accident - Personal Injury	12
Accident - Sinking Vehicle	0
Accident - Unknown	3
Accelerator Stuck	0
Active Assailant	0
Alarm - Other	0
Alarm - Vehicle	0
Alarm - Burglar	94
Alarm - Hold Up	21
Animal Bite / Attack	5
Animal Complaint	19
Assist Fire	26
Assist Other Department	23
Assist Public	17
Battery	2
Bomb Device Found	0
Bomb Threat	0
Burglary	0
Carjacking	0
Case Follow Up	85
Child Seat Inspection	0
Civil Dispute	14
Criminal Mischief	21
Damage to Property	0
Death Investigation	1
Directed Patrol	168
Disturbance	18
Driving Complaint	54
Drug Complaint	15
Drug Lab	0
Escort	0
Fight	0
Firearms Shots Fired	1
Found / Lost Property	19
Found Person	2
Fraud Prescription	0
Fraud / Deception	43
Harassment	12
Intoxicated Person	4

Investigation	5
Juvenile Complaint	6
K9 Detail	0
Kidnapping	0
Lock Out	40
Loud Party	2
Mental Emotional - Violent	13
Mental Person	10
Miscellaneous	16
Missing Person	6
Missing Person - PLS	0
Nuisance	6
Ordinance Misc.	20
Parking Complaint	12
Physical Disturbance	11
Product Contamination	0
Reckless Activity	1
Road Rage	2
Robbery	0
Runaway	5
School Patrol	330
Security Check	38
Sex Offense	4
Shooting	0
Solicitor	0
Special Detail	1
Stabbing	0
Suicide	0
Suspicious Activity	82
Suspicious Package	0
Test	0
Theft	37
Theft - From a Vehicle	11
Theft - of a Vehicle	3
Threat to Life	8
Threatening Suicide	9
Tow Release	13
Traffic Hazard	68
Transport	0
Trespassing	13
Traffic Stop	447
Unknown Call for Police	1
VIN Check	36
Wanted	0
Warrant Service	4
Weapons Complaint	1
Welfare Check	36
Total	2053

Westfield Police Department
November 2020

Total # of Calls by Day of Week

DAY	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr	20-May	20-Jun	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov
Sunday	295	272	350	267	265	87	198	224	248	424	270	289	269
Monday	330	324	352	338	276	112	157	272	257	469	370	294	393
Tuesday	331	343	435	305	356	118	158	293	365	364	569	354	308
Wednesday	314	263	453	317	245	182	170	262	353	363	491	369	292
Thursday	307	276	435	271	298	168	163	229	403	377	447	420	267
Friday	405	295	446	381	225	130	205	236	422	388	417	537	301
Saturday	451	258	322	432	194	106	249	215	316	461	368	416	223
TOTAL	2433	2031	2793	2311	1859	903	1300	1731	2364	2846	2932	2679	2053

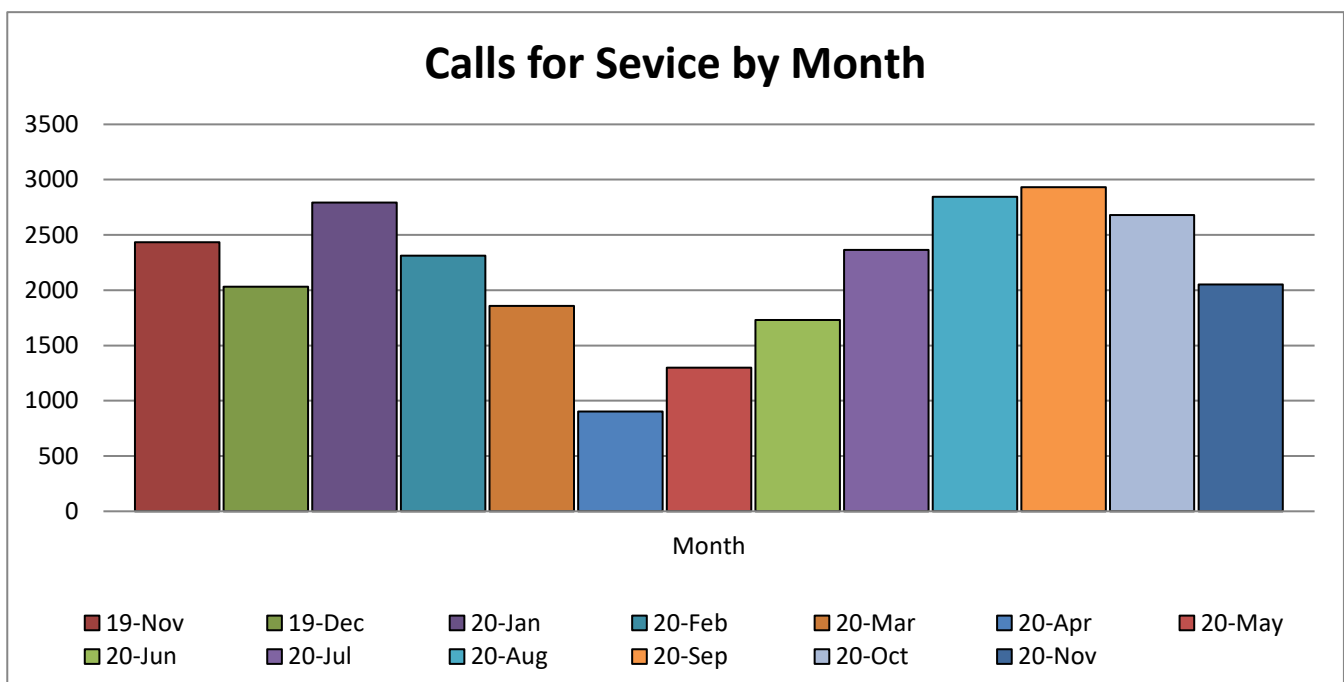


Westfield Police Department
November 2020

Total # of Calls by Hour of Day

HOURL	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr	20-May	20-Jun	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov
0	102	85	97	103	78	17	41	47	86	126	108	104	72
1	55	33	66	71	31	15	28	32	67	103	82	71	71
2	49	33	49	48	41	12	15	24	42	63	55	37	58
3	35	19	48	48	29	9	25	19	30	44	48	25	36
4	26	33	45	41	10	3	13	14	20	23	31	13	28
5	43	42	51	33	29	15	15	26	34	42	37	18	22
6	27	49	35	34	48	37	28	65	61	78	91	107	85
7	77	54	71	69	86	39	40	49	51	87	102	86	76
8	142	104	184	111	107	30	47	76	94	132	138	112	97
9	172	126	185	164	114	47	55	92	142	184	205	164	125
10	144	129	156	130	119	34	88	88	133	191	200	174	160
11	141	123	157	126	93	59	78	115	132	163	154	193	108
12	123	89	141	98	101	44	69	97	110	133	148	160	114
13	131	101	142	117	100	69	97	90	129	146	153	169	111
14	131	94	166	119	119	42	68	112	123	176	165	180	130
15	99	109	165	121	114	61	89	109	130	150	158	152	122
16	99	87	124	100	88	52	81	99	154	118	148	147	105
17	100	79	66	88	92	60	78	90	142	132	143	113	70
18	196	144	176	141	96	55	72	81	135	157	175	128	114
19	171	108	186	153	97	39	61	88	135	149	155	123	95
20	60	76	107	89	74	63	52	66	102	89	109	100	75
21	98	89	95	73	43	47	64	100	96	92	72	57	54
22	100	122	147	121	63	26	49	90	105	135	122	110	62
23	112	103	134	113	87	28	47	62	111	133	133	136	63
TOTAL	2433	2031	2793	2311	1859	903	1300	1731	2364	2846	2932	2679	2053

Westfield Police Department
November 2020



Westfield Police Department
November 2020

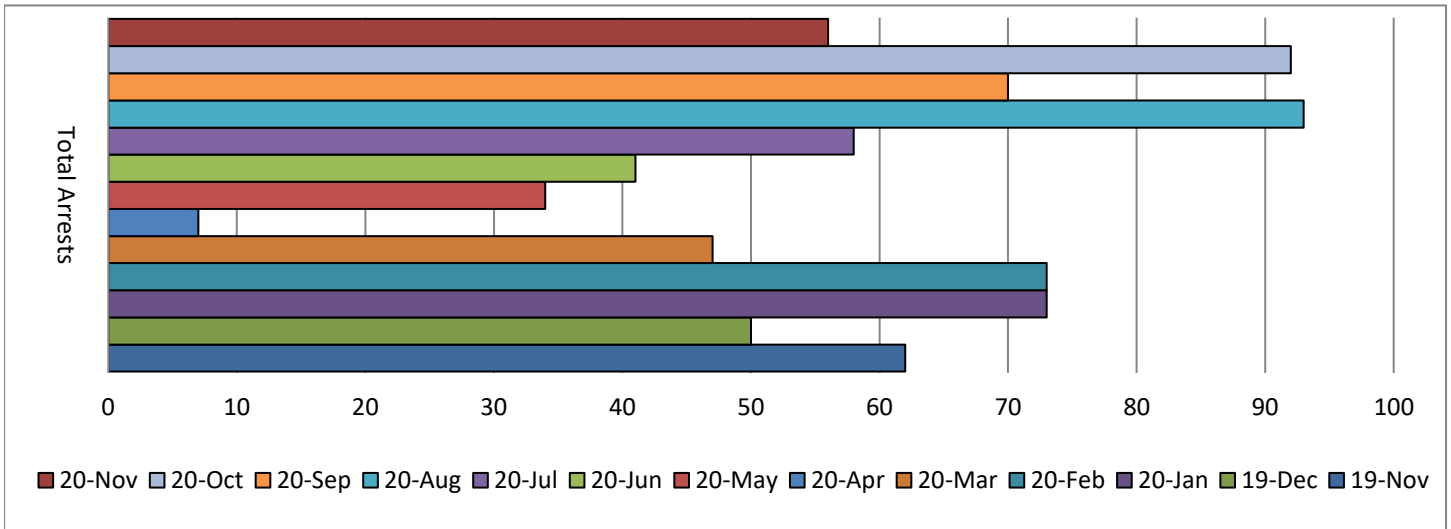
UCR OFFENSES

OFFENSE	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr	20-May	20-Jun	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov
Arson	0	0	0	0	0	0	0	0	1	1	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	1	-1	0	1	0	0	0	0	1	0	0	0
Robbery	2	0	0	0	0	0	2	0	0	0	0	1	1
Battery - Aggravated	1	0	0	1	3	1	2	1	1	4	3	1	1
Battery - Simple	12	15	18	22	21	18	17	17	29	20	15	21	13
Burglary	0	0	3	0	2	1	5	4	6	4	1	1	0
Theft	16	28	23	19	30	23	18	18	16	38	22	21	36
Motor Vehicle Theft	1	2	2	0	2	0	0	2	1	1	2	0	3
TOTAL	32	46	45	42	59	43	44	42	54	69	43	45	54

Westfield Police Department

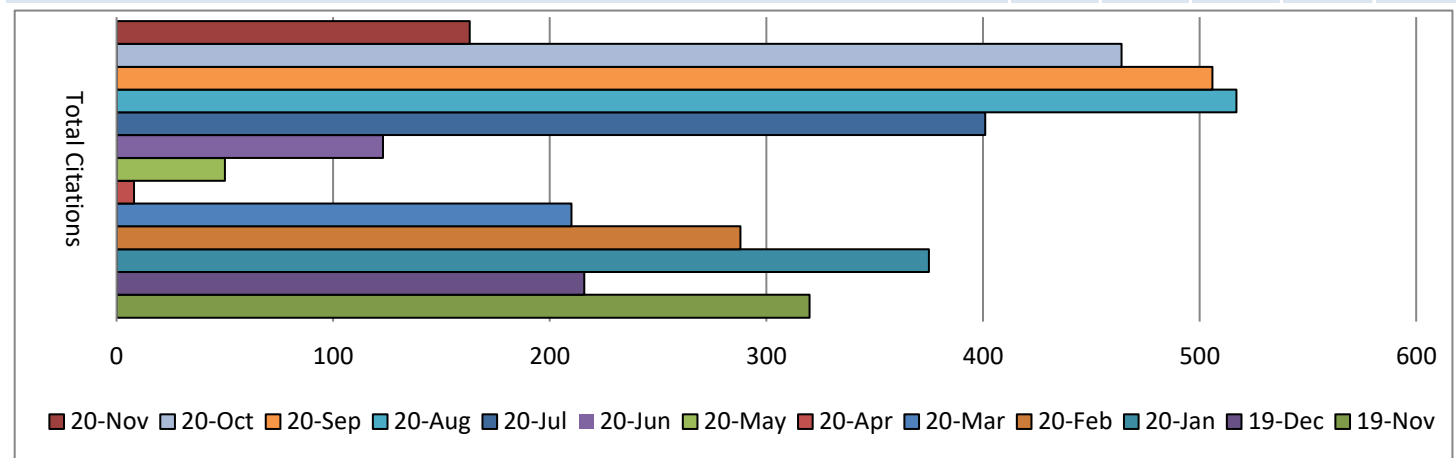
November 2020

Arrest Reports Taken	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr	20-May	20-Jun	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov
Alcohol/ Drug Related	23	18	17	20	20	1	8	18	20	25	17	34	18
Felony Charges	13	12	19	15	21	2	13	23	36	34	41	36	22
Misdemeanor Charges	84	77	63	80	79	9	35	79	78	99	67	104	48
Total Arrests	62	50	73	73	47	7	34	41	58	93	70	92	56



Traffic	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr	20-May	20-Jun	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov
Total Citations	320	216	375	288	210	8	50	123	401	517	506	464	163
Total Written Warning	1263	805	1408	1119	612	25	143	350	768	961	1224	1092	426
Total Traffic Accidents	79	79	53	45	39	25	39	58	50	48	49	58	48
Property Damage	71	73	48	40	38	24	36	55	46	40	44	47	43
Personal Injury	8	6	5	5	1	1	3	3	4	8	5	11	5
Fatality	0	0	0	0	0	0	0	0	0	0	0	0	0
Hit and Run*	5	3	8	3	4	3	3	8	6	8	4	3	8

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



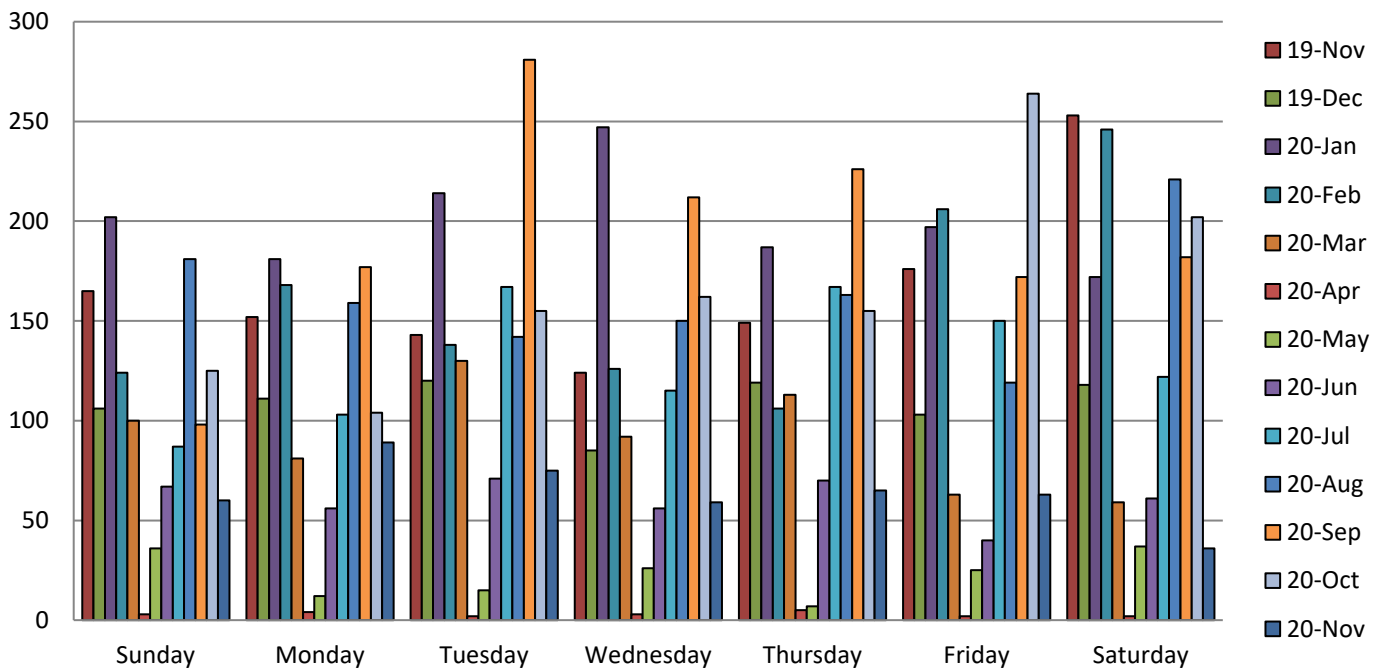
Westfield Police Department

November 2020

Traffic Stops by Day of Week

Day:	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr	20-May	20-Jun	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov
Sunday	165	106	202	124	100	3	36	67	87	181	98	125	60
Monday	152	111	181	168	81	4	12	56	103	159	177	104	89
Tuesday	143	120	214	138	130	2	15	71	167	142	281	155	75
Wednesday	124	85	247	126	92	3	26	56	115	150	212	162	59
Thursday	149	119	187	106	113	5	7	70	167	163	226	155	65
Friday	176	103	197	206	63	2	25	40	150	119	172	264	63
Saturday	253	118	172	246	59	2	37	61	122	221	182	202	36
TOTAL	1162	762	1400	1114	638	21	158	421	911	1135	1348	1167	447

Total Traffic Stops by Day of Week



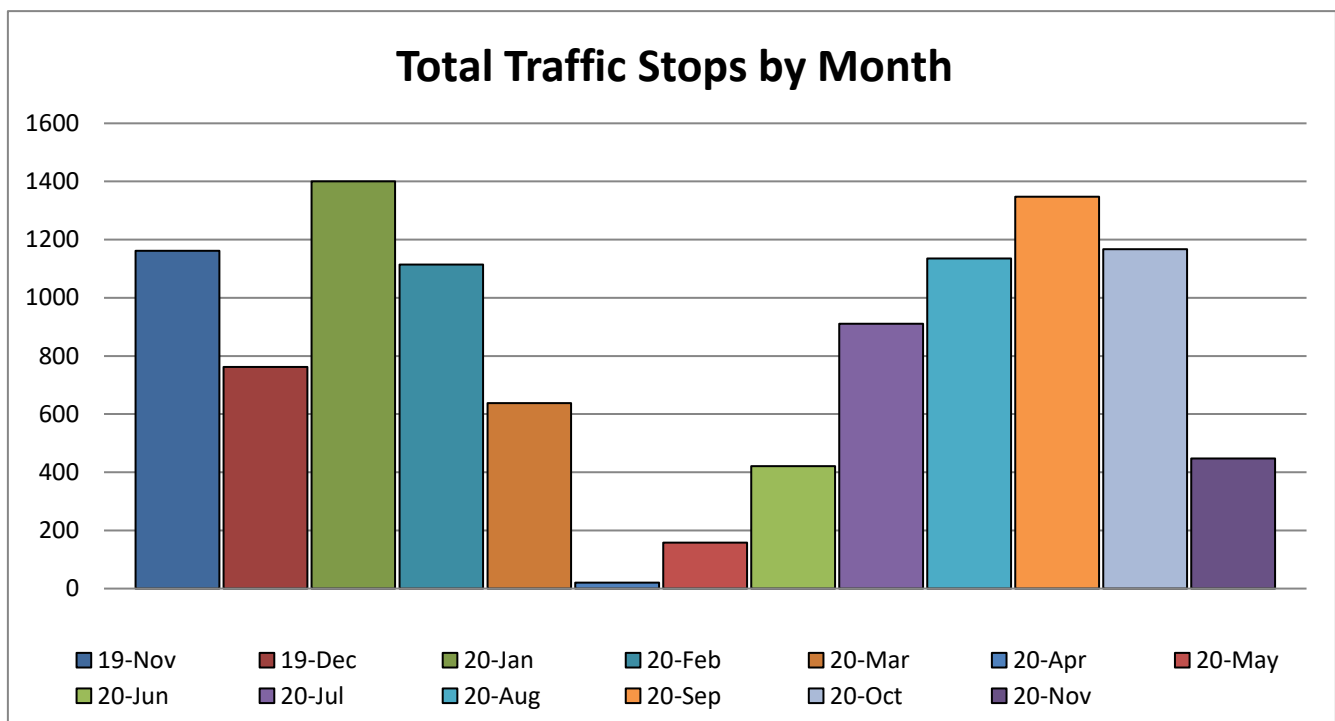
Westfield Police Department

November 2020

Traffic Stops by Hour of the Day

Hour:	19-Nov	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr	20-May	20-Jun	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov
0	48	43	48	55	40	0	3	9	48	71	69	56	23
1	31	20	34	41	8	0	2	7	35	47	39	37	14
2	22	9	18	24	12	0	1	2	11	16	24	17	8
3	11	5	19	21	12	0	4	5	15	12	16	8	3
4	2	4	14	21	2	0	3	4	7	5	10	5	8
5	13	22	26	15	10	0	1	14	15	20	20	4	5
6	8	18	25	15	14	0	6	43	32	51	52	58	32
7	34	11	39	31	37	2	8	16	13	18	34	37	5
8	75	46	86	62	41	1	10	35	37	44	70	40	16
9	90	52	89	88	36	2	7	35	58	83	107	58	38
10	74	52	70	63	30	1	15	26	58	68	79	80	51
11	68	44	77	59	19	0	12	35	49	61	61	81	29
12	41	25	53	40	28	2	3	13	34	46	59	66	18
13	48	23	50	49	27	1	12	19	38	47	62	74	19
14	58	26	84	57	43	2	10	24	43	47	73	89	25
15	45	30	82	47	46	0	18	23	44	46	66	64	22
16	29	21	58	28	19	1	9	15	55	49	65	60	18
17	20	16	12	19	20	2	8	6	58	47	49	34	7
18	112	70	108	74	28	2	6	8	47	61	73	47	25
19	119	54	123	92	45	1	4	23	55	63	80	52	26
20	19	21	58	40	35	0	4	13	42	30	44	41	10
21	52	31	54	29	12	0	1	14	24	35	37	14	5
22	61	66	85	67	25	2	3	12	35	75	76	65	17
23	82	53	88	77	49	2	8	20	58	93	83	80	23
TOTAL	1162	762	1400	1114	638	21	158	421	911	1135	1348	1167	447

Westfield Police Department
November 2020



Westfield Police Department
November 2020

Community Events

11/21/20	Drive-By for kids birthday

Westfield Police Department
November 2020

Training

11/6/20	Law Enforcement Media & Social Media Stratiefies for a Changing Worle
11/10/20	Axon Standards
11/18/20	Breath Test Certification
11/20/20	Taser Instructor Course
11/24/20	Axon Records

Westfield Police Department
Monthly Performance Measures Report



Board of Public Works & Safety

December 2020

Table of Contents

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

Westfield Police Department

December 2020

Events by Nature

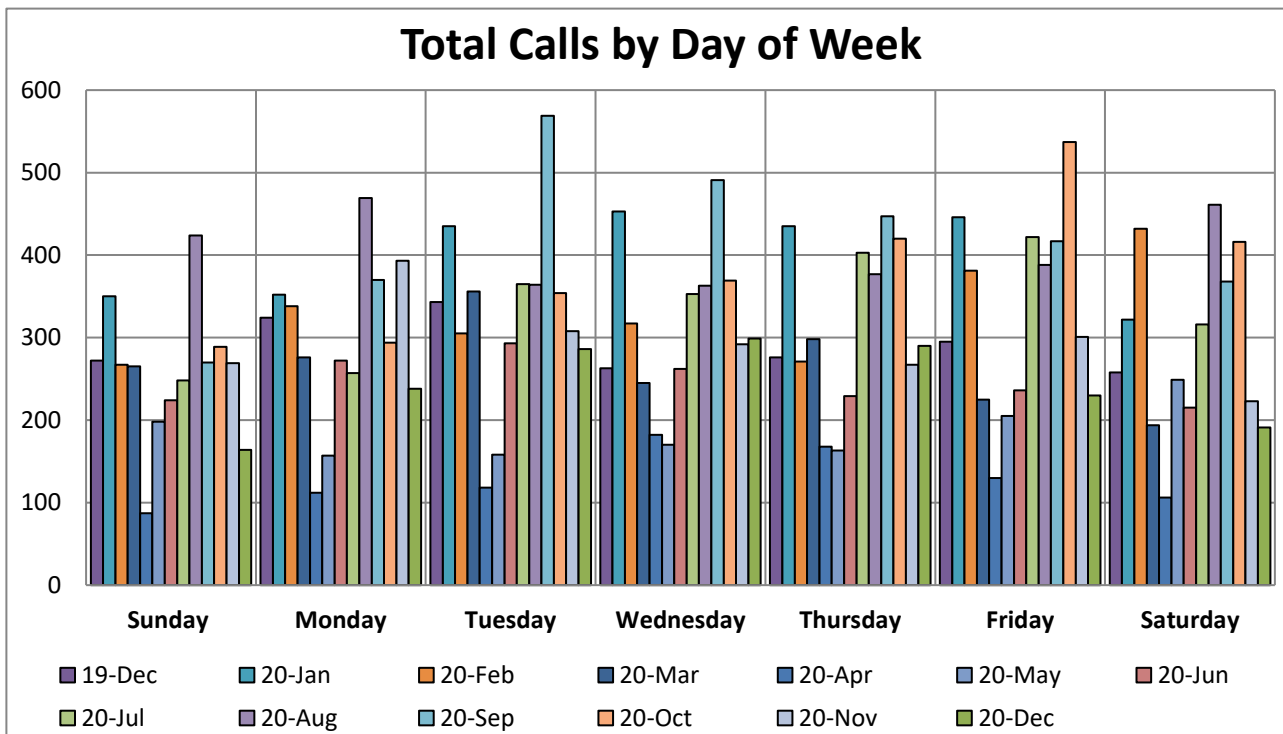
911 Hang Up	29
Abandoned Vehicle	9
Abandonment	0
Abuse / Neglect	3
Accident - Hit & Run PD	15
Accident - Hit & Run PI	0
Accident - Other	1
Accident - Property Damage	66
Accident - Personal Injury	13
Accident - Sinking Vehicle	0
Accident - Unknown	1
Accelerator Stuck	0
Active Assailant	0
Alarm - Other	1
Alarm - Vehicle	0
Alarm - Burglar	102
Alarm - Hold Up	12
Animal Bite / Attack	6
Animal Complaint	15
Assist Fire	39
Assist Other Department	15
Assist Public	19
Battery	2
Bomb Device Found	0
Bomb Threat	0
Burglary	1
Carjacking	0
Case Follow Up	93
Child Seat Inspection	0
Civil Dispute	25
Criminal Mischief	11
Damage to Property	0
Death Investigation	2
Directed Patrol	77
Disturbance	25
Driving Complaint	50
Drug Complaint	8
Drug Lab	0
Escort	0
Fight	0
Firearms Shots Fired	3
Found / Lost Property	14
Found Person	0
Fraud Prescription	0
Fraud / Deception	44
Harassment	25
Intoxicated Person	3

Investigation	12
Juvenile Complaint	7
K9 Detail	1
Kidnapping	0
Lock Out	50
Loud Party	4
Mental Emotional - Violent	4
Mental Person	6
Miscellaneous	22
Missing Person	3
Missing Person - PLS	0
Nuisance	5
Ordinance Misc.	25
Parking Complaint	9
Physical Disturbance	21
Product Contamination	0
Reckless Activity	0
Road Rage	4
Robbery	0
Runaway	1
School Patrol	272
Security Check	28
Sex Offense	6
Shooting	0
Solicitor	1
Special Detail	0
Stabbing	0
Suicide	0
Suspicious Activity	83
Suspicious Package	1
Test	0
Theft	34
Theft - From a Vehicle	1
Theft - of a Vehicle	0
Threat to Life	7
Threatening Suicide	10
Tow Release	12
Traffic Hazard	58
Transport	0
Trespassing	11
Traffic Stop	181
Unknown Call for Police	0
VIN Check	37
Wanted	1
Warrant Service	7
Weapons Complaint	0
Welfare Check	45
Total	1698

Westfield Police Department
December 2020

Total # of Calls by Day of Week

DAY	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr	20-May	20-Jun	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec
Sunday	272	350	267	265	87	198	224	248	424	270	289	269	164
Monday	324	352	338	276	112	157	272	257	469	370	294	393	238
Tuesday	343	435	305	356	118	158	293	365	364	569	354	308	286
Wednesday	263	453	317	245	182	170	262	353	363	491	369	292	299
Thursday	276	435	271	298	168	163	229	403	377	447	420	267	290
Friday	295	446	381	225	130	205	236	422	388	417	537	301	230
Saturday	258	322	432	194	106	249	215	316	461	368	416	223	191
TOTAL	2031	2793	2311	1859	903	1300	1731	2364	2846	2932	2679	2053	1698

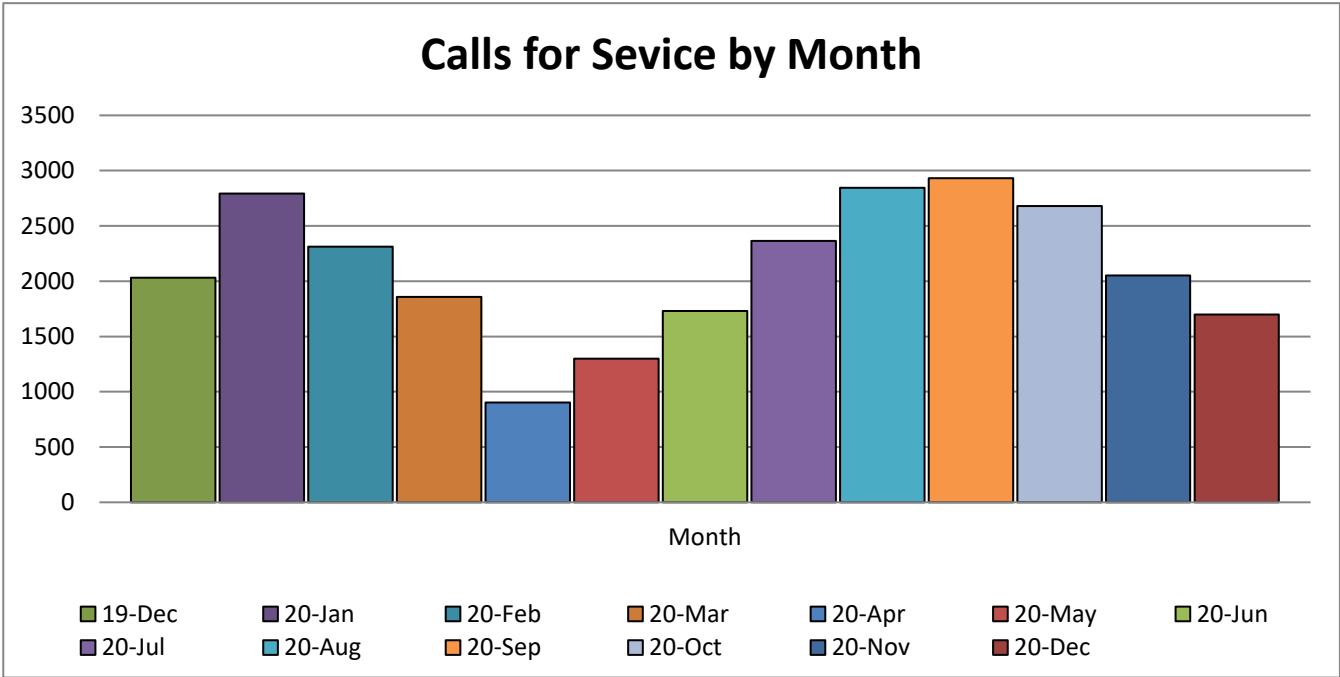


Westfield Police Department
December 2020

Total # of Calls by Hour of Day

HOURL	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr	20-May	20-Jun	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec
0	85	97	103	78	17	41	47	86	126	108	104	72	53
1	33	66	71	31	15	28	32	67	103	82	71	71	32
2	33	49	48	41	12	15	24	42	63	55	37	58	24
3	19	48	48	29	9	25	19	30	44	48	25	36	23
4	33	45	41	10	3	13	14	20	23	31	13	28	21
5	42	51	33	29	15	15	26	34	42	37	18	22	27
6	49	35	34	48	37	28	65	61	78	91	107	85	73
7	54	71	69	86	39	40	49	51	87	102	86	76	46
8	104	184	111	107	30	47	76	94	132	138	112	97	93
9	126	185	164	114	47	55	92	142	184	205	164	125	108
10	129	156	130	119	34	88	88	133	191	200	174	160	106
11	123	157	126	93	59	78	115	132	163	154	193	108	104
12	89	141	98	101	44	69	97	110	133	148	160	114	109
13	101	142	117	100	69	97	90	129	146	153	169	111	83
14	94	166	119	119	42	68	112	123	176	165	180	130	91
15	109	165	121	114	61	89	109	130	150	158	152	122	108
16	87	124	100	88	52	81	99	154	118	148	147	105	97
17	79	66	88	92	60	78	90	142	132	143	113	70	84
18	144	176	141	96	55	72	81	135	157	175	128	114	76
19	108	186	153	97	39	61	88	135	149	155	123	95	84
20	76	107	89	74	63	52	66	102	89	109	100	75	75
21	89	95	73	43	47	64	100	96	92	72	57	54	61
22	122	147	121	63	26	49	90	105	135	122	110	62	71
23	103	134	113	87	28	47	62	111	133	133	136	63	49
TOTAL	2031	2793	2311	1859	903	1300	1731	2364	2846	2932	2679	2053	1698

Westfield Police Department
December 2020



Westfield Police Department
December 2020

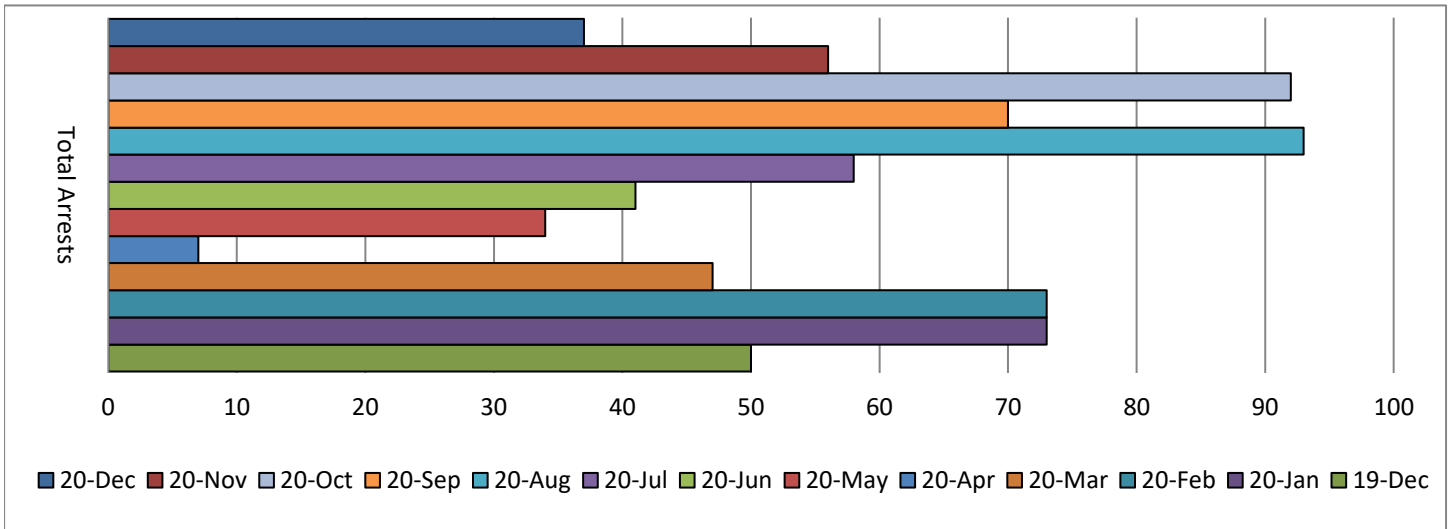
UCR OFFENSES

OFFENSE	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr	20-May	20-Jun	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec
Arson	0	0	0	0	0	0	0	1	1	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	1	-1	0	1	0	0	0	0	1	0	0	0	0
Robbery	0	0	0	0	0	2	0	0	0	0	1	1	0
Battery - Aggravated	0	0	1	3	1	2	1	1	4	3	1	1	0
Battery - Simple	15	18	22	21	18	17	17	29	20	15	21	13	21
Burglary	0	3	0	2	1	5	4	6	4	1	1	0	0
Theft	28	23	19	30	23	18	18	16	38	22	21	36	22
Motor Vehicle Theft	2	2	0	2	0	0	2	1	1	2	0	3	0
TOTAL	46	45	42	59	43	44	42	54	69	43	45	54	43

Westfield Police Department

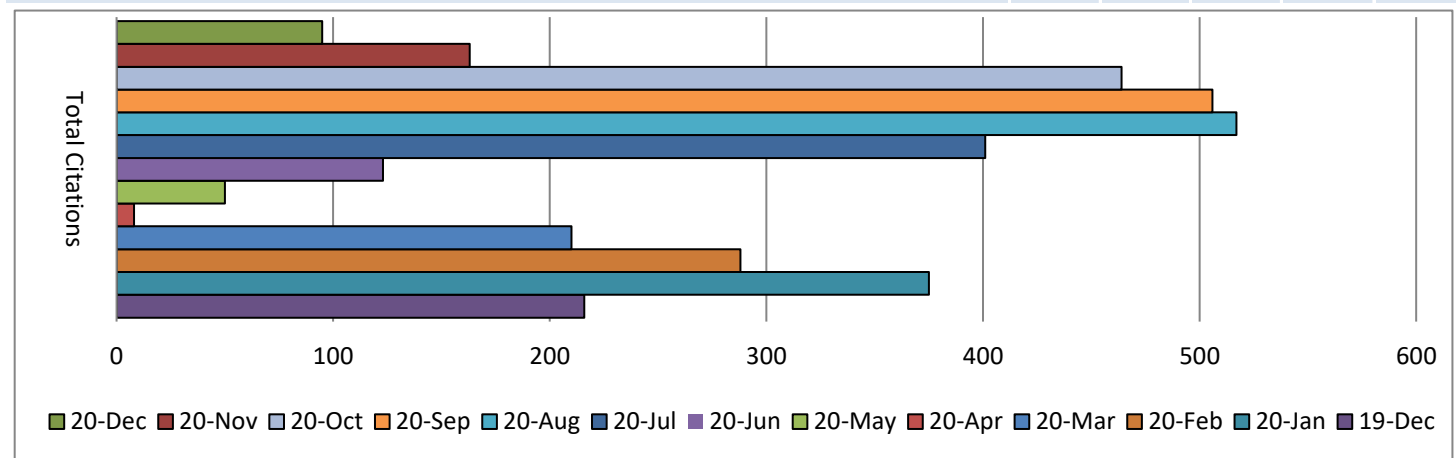
December 2020

Arrest Reports Taken	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr	20-May	20-Jun	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec
Alcohol/ Drug Related	18	17	20	20	1	8	18	20	25	17	34	18	18
Felony Charges	12	19	15	21	2	13	23	36	34	41	36	22	19
Misdemeanor Charges	77	63	80	79	9	35	79	78	99	67	104	48	41
Total Arrests	50	73	73	47	7	34	41	58	93	70	92	56	37



Traffic	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr	20-May	20-Jun	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec
Total Citations	216	375	288	210	8	50	123	401	517	506	464	163	95
Total Written Warning	805	1408	1119	612	25	143	350	768	961	1224	1092	426	193
Total Traffic Accidents	79	53	45	39	25	39	58	50	48	49	58	48	65
Property Damage	73	48	40	38	24	36	55	46	40	44	47	43	56
Personal Injury	6	5	5	1	1	3	3	4	8	5	11	5	9
Fatality	0	0	0	0	0	0	0	0	0	0	0	0	0
Hit and Run*	3	8	3	4	3	3	8	6	8	4	3	8	7

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

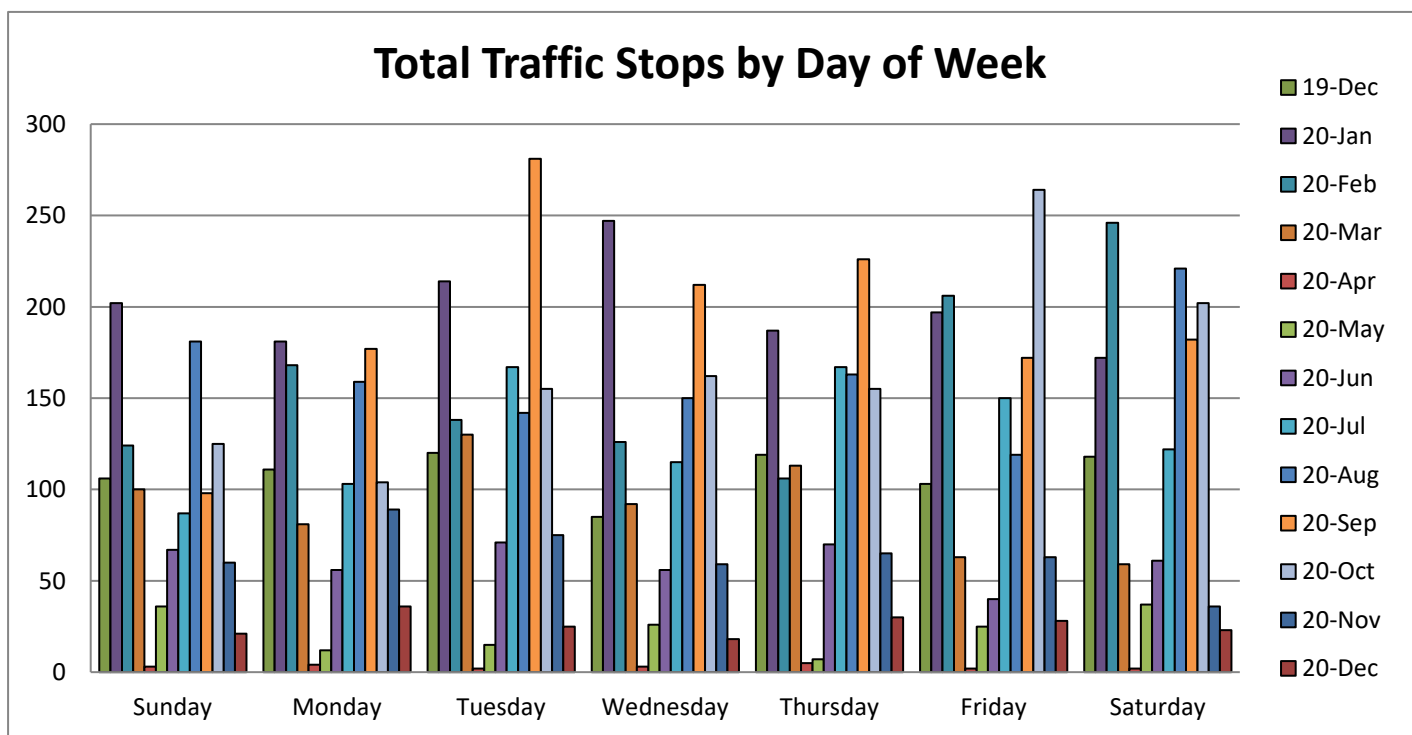


Westfield Police Department

December 2020

Traffic Stops by Day of Week

Day:	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr	20-May	20-Jun	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec
Sunday	106	202	124	100	3	36	67	87	181	98	125	60	21
Monday	111	181	168	81	4	12	56	103	159	177	104	89	36
Tuesday	120	214	138	130	2	15	71	167	142	281	155	75	25
Wednesday	85	247	126	92	3	26	56	115	150	212	162	59	18
Thursday	119	187	106	113	5	7	70	167	163	226	155	65	30
Friday	103	197	206	63	2	25	40	150	119	172	264	63	28
Saturday	118	172	246	59	2	37	61	122	221	182	202	36	23
TOTAL	762	1400	1114	638	21	158	421	911	1135	1348	1167	447	181

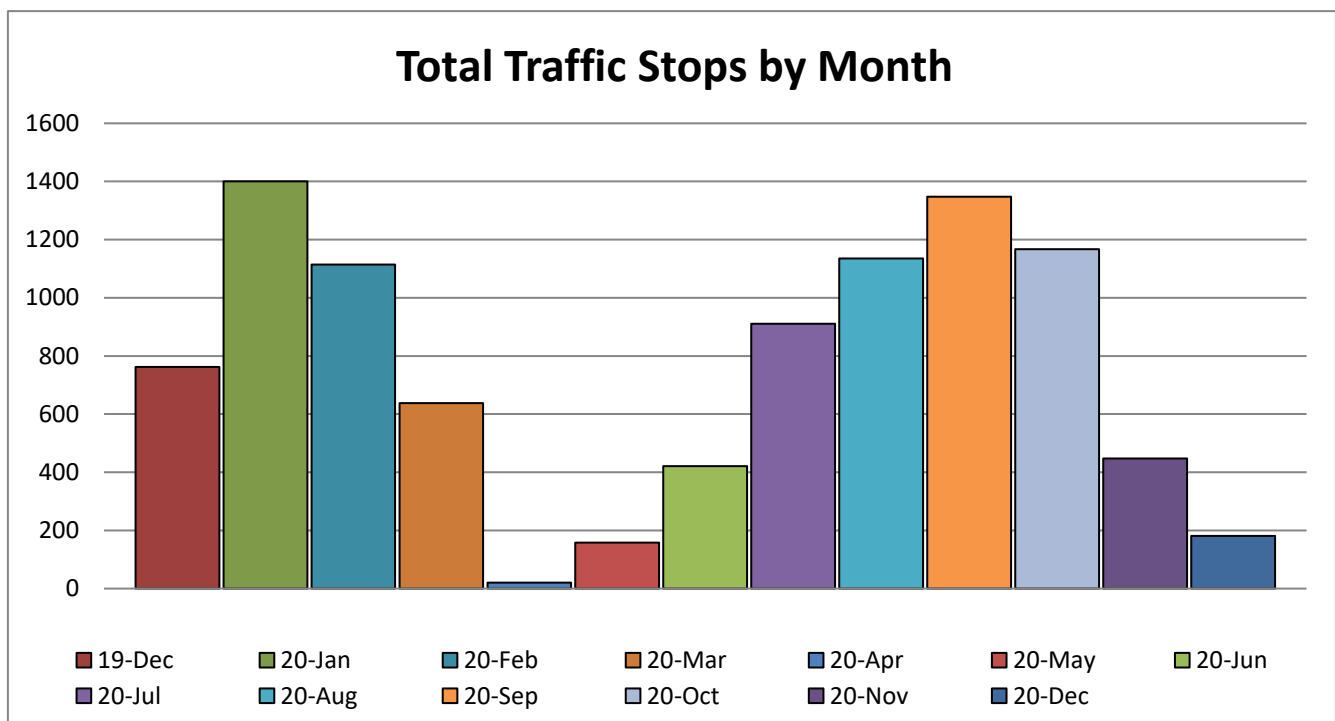


Westfield Police Department
December 2020

Traffic Stops by Hour of the Day

Hour:	19-Dec	20-Jan	20-Feb	20-Mar	20-Apr	20-May	20-Jun	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec
0	43	48	55	40	0	3	9	48	71	69	56	23	7
1	20	34	41	8	0	2	7	35	47	39	37	14	2
2	9	18	24	12	0	1	2	11	16	24	17	8	0
3	5	19	21	12	0	4	5	15	12	16	8	3	2
4	4	14	21	2	0	3	4	7	5	10	5	8	1
5	22	26	15	10	0	1	14	15	20	20	4	5	3
6	18	25	15	14	0	6	43	32	51	52	58	32	18
7	11	39	31	37	2	8	16	13	18	34	37	5	5
8	46	86	62	41	1	10	35	37	44	70	40	16	7
9	52	89	88	36	2	7	35	58	83	107	58	38	6
10	52	70	63	30	1	15	26	58	68	79	80	51	9
11	44	77	59	19	0	12	35	49	61	61	81	29	9
12	25	53	40	28	2	3	13	34	46	59	66	18	8
13	23	50	49	27	1	12	19	38	47	62	74	19	5
14	26	84	57	43	2	10	24	43	47	73	89	25	5
15	30	82	47	46	0	18	23	44	46	66	64	22	13
16	21	58	28	19	1	9	15	55	49	65	60	18	11
17	16	12	19	20	2	8	6	58	47	49	34	7	11
18	70	108	74	28	2	6	8	47	61	73	47	25	4
19	54	123	92	45	1	4	23	55	63	80	52	26	10
20	21	58	40	35	0	4	13	42	30	44	41	10	7
21	31	54	29	12	0	1	14	24	35	37	14	5	8
22	66	85	67	25	2	3	12	35	75	76	65	17	16
23	53	88	77	49	2	8	20	58	93	83	80	23	14
TOTAL	762	1400	1114	638	21	158	421	911	1135	1348	1167	447	181

Westfield Police Department
December 2020



Westfield Police Department
December 2020

Community Events

12/8/20

Christmas Caring Project

Westfield Police Department
December 2020

Training

12/7-18/20	Crash Recon
12/8/20	Axon Standards Online
12/9/20	Breath Test Certification
12/9/20	Managing Police Records

PROFESSIONAL CONSULTING AGREEMENT

This **Professional Consulting Agreement** (the “**Agreement**”) is made and entered into this _____ day of _____, 2021, 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 2021 year, with a commencement date of April 1, 2021 (“**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 proposal. 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 provided in the proposal.
3. **Compensation.**
 - a. **Compensation:** This is a not to exceed amount of \$46,375. The “Wet” services will be due April 15th in the amount of \$13,250. The “Dry” services will be billed after the first spray occurrence in the total amount of \$33,125. (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.

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

BirJax Group dba Puddle Jumpers

City of Westfield

E Signature: *Vkdqgh#ta/g* 12/8/2020

By: Shane Floyd, Managing Member

By: Jeremy Lollar, Director Public Works

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>

Total Project Not to Exceed \$46,375



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December 30, 2020

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

**PROPOSAL FOR CRITERIA DESIGN DOCUMENTS FOR NEW FIRE STATION #81 AND
ADMINISTRATIVE OFFICES AT 17001 DITCH ROAD IN WESTFIELD, INDIANA**

Dear Mr. Burtron:

Paul I. Cripe, Inc. dba Cripe wants to thank you for the opportunity to submit this proposal for construction documents and construction administration services for the above referenced project ("Project"). We look forward to working with the City of Westfield on this Project.

To that extent, we have reviewed the proposed project and have attempted to anticipate the necessary scope of services for the project in order to provide professional services. **As you know, our design staff is intimately familiar with your facilities and requirements from our programming efforts in October 2019, and we look forward to the development of this project.**

SCOPE OF SERVICES

Based upon information provided by you and the subsequent discussions with representatives of the City of Westfield Fire Department, Cripe understands the current scope of services to be as follows:

Creation of criteria design documents for a progressive design-build delivery method associated with the development of the proposed new +/- 32,000 sq. ft. Fire Station #81 and administrative offices facility on six (6) acres at 17001 Ditch Road in Westfield, Indiana, and technical advisor support services through construction documents and construction.

Based upon this understanding, Cripe has developed the following detailed Scope of Services to be rendered:



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ARCHITECTURAL DESIGN SCOPE OF SERVICES

Design-Builder procurement phase services included within our work effort are proposed to be as follows:

- Space programming to coordinate and modify layout completed in October 2019 to include administration wing.
- Architectural, civil, structural, mechanical, plumbing, and electrical technical criteria design document creation.
- Management of various phases of design-build procedures and documentation to design-build bidder(s), including:
 - Planning and Organization Phase:
 - Project website activation and initial organization.
 - Assembling existing conditions documentation.
 - RFQ Phase:
 - RFQ phase Q+A.
 - Organization and distribution to Technical Review Committee (TRC) members, as well as reference checks, after receipt of design-builder's Verified Statements of Qualifications.
 - Qualifications phase interview logistics (scheduling space, refreshments, A/V, etc.) for shortlisting.
 - Pre-Interview instructions to design-builders and TRC members for shortlisting.
 - Attendance at TRC meetings.
 - Notification of shortlist to proposers.
 - RFP Phase:
 - Attachment of Form of Agreement, performance criteria, and existing conditions documentation to draft RFP.
 - Pre-Proposal proprietary breakout meetings.
 - Organization and distribution of qualitative proposals to TRC members after receipt of proposals.
 - Price proposal management and safe keeping after receipt of proposals.
 - Prepare Design Criteria Developer's Professional Opinion of Compliance [required by IC 5-30-7-2(c)].
 - TRC members' certification that no conflict of interest exists between them and any proposing design-builder [required by IC 5-30-4-2(c)].
 - Meeting logistics of Qualitative Proposal Interviews.
 - Documentation of Written Composite Scores and report to Governing Body after Qualitative Proposal Interviews.



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- Recommendation for Award of Design-Build Contract (subject to final negotiation of terms and conditions) and notification of proposers after Owner's opening of price proposals and award of contract.
- Post Award Negotiation of Terms and Conditions of the Contract:
 - Participate in design-builder's phase 1 meetings with the Owner as identified in Design-Builder's Qualitative Proposal.
 - Review and comment on design-builder's draft Phase 1 Report and all attachments, including Form of Agreement, schedule, Preliminary Design and Scope Narrative, Mobilization Plan and Contract Price Exhibit.
 - Participate in any meetings to achieve final negotiation and concurrence of contents of Phase 1 Report.
 - Review design-builder's final Phase 1 Report and write recommendation for action by the Owner's Governing Body.
 - Convey Owner's action to design-builder in form of a Notice to Proceed with phase 2 services, if approved, or Notice of Cessation of Negotiations if Owner elects to exercise off-ramp provisions of the Agreement.
- Technical Advisor assistance to Owner, as needed, during construction documents and construction administration to clarify or qualify questions and decisions by the design-builder based on the criteria documents.

ARCHITECTURAL ASSUMPTIONS/EXCLUSIONS

The above Scope of Services was based on the following assumptions and/or exclusions:

- Revised program square footage, with addition of administrative offices, is assumed to be +/- 32,000 sq. ft.
- Utilize Fire Station #83 construction drawings for prototypical standards, design concepts, materials, and construction methods. Modifications will be required to interior layout and exterior design based on square footage and program differences. Criteria Design Documents to evaluate validity, or propose new solutions, of prototypical standards from Fire Station #83 construction drawings.
- Specifications for Fire Station #83 are not available currently for reference.
- AutoCAD files for Fire Station #83 are not available currently for reference.
- Delivery method procedures based on Progressive Design-Build approach.
- Criteria Design Documents to include written performance criteria of program, finishes, building construction/materials, structural design requirements, MEP system(s) design requirements, and site design requirements. Written performance criteria will include plan exhibits of building program/plan, mechanical zoning systems, survey with private utility locates, and site plan options for potential fire station location with general site modifications.



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- Final Construction Documents for all disciplines to be prepared by design-builder, not part of this proposal.
- Agency approvals through required authorities having jurisdiction to be completed by design-builder, not part of this proposal.
- Construction Administration services to be completed by design-builder, not part of this proposal.

If these assumptions prove not valid or the services require variance from the above assumptions and exclusions, Cripe may request an additional services contract to perform any additional scope of services requested by the Owner.

CRITERIA CONSULTANT SCOPE OF SERVICES

Primary responsibilities and advisory roles of various phases of design-build procedures to design-build bidder(s), including:

- Planning and Organization Phase:
 - Design Criteria Consultant shall review available information and submit a report to Cripe summarizing findings of the review.
 - Procurement process scheduling of Strategic Acquisition Plan.
 - Advise on Technical Review Committee (TRC) and Advisory Committee Formation part of Strategic Acquisition Plan.
 - Pre-Solicitation notification to industry part of Strategic Acquisition Plan.
- RFQ Phase:
 - TRC meetings including Open Door Law Notices and agendas, process documents (handouts, scoring instruments, etc.), and meeting minutes.
 - Legal Notice of RFQ.
 - Finalize and distribute RFQ documents.
 - Advise on RFQ phase Q+A.
 - Advise on organization and distribution to TRC members and reference checks after receipt of design-builder's Verified Statements of Qualifications.
 - Review for compliance with RFQ and summary for TRC use after receipt of design-builder's Verified Statements of Qualifications.
 - TRC Shortlisting Scoring Documents and process management during shortlisting.
 - Advise on qualifications phase interview logistics (scheduling space, refreshments, A/V, etc.) and pre-interview instructions to design-builders and TRC members during shortlisting.
- RFP Phase:
 - Draft RFP.
 - Form of Agreement for Draft RFP.



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- Advise on Performance Criteria and Existing Conditions attachments for Draft RFP.
- Remote participation of Pre-Proposal Proprietary Breakout Meetings.
- Open Door Law Notices (Executive / Closed Session) for Pre-Proposal Proprietary Breakout Meetings.
- Advise on meeting logistics and meeting content management (even playing field for all proposers) for Pre-Proposal Proprietary Breakout Meetings.
- Remote participation of Post Breakout Meeting Debriefing of TRC and agreement on any changes to the RFP.
- Overall coordination of final RFP and addenda, including advising on Form of Agreement, Performance Criteria, and Existing Conditions attachments.
- Draft of Design Criteria Developer's Professional Opinion of Compliance [required by IC 5-30-7-2(c)] and TRC members' certification that no conflict of interest exists between them and any proposing design-builder [required by IC 5-30-4-2(c)] after receipt of proposals.
- Open Door Law Notices (Executive / Closed Session) for Qualitative Proposal Interviews.
- Advise on meeting logistics for Qualitative Proposal Interviews.
- In-person participation of meeting content management (avoid price discussion, document promises made in interview for future inclusion in Contract Terms and Conditions) for Qualitative Proposal Interviews.
- TRC scoring of qualitative proposals including Open Door Law Notice of Public Meeting, individual TRC member scoring instruments, composite TRC scoring spreadsheet, general management of scoring process, and draft of documentation of Written Composite Scores and report to Governing Body.
- Draft of Notice of Opening of Price Proposals [required by IC 5-30-7-4] and recommendation for award of Design-Build Contract (subject to final negotiation of terms and conditions) during Owner's opening of price proposals and award of contract.
- Participate in facilitating public opening of price proposals and reading them aloud during Owner's opening of price proposals and award of contract.
- Price Proposal Tab and Best Value Calculation spreadsheet for Owner's opening of price proposals and award of contract.
- Advise on notification of proposers after Owner's opening of price proposals and award of contract.
- Post Award Negotiation of Terms and Conditions of the Contract:
 - Advise on Progressive Design-Build Phase 1 Services including participate in design-builder's phase 1 meetings with the Owner as identified in Design-Builder's Qualitative Proposal, review and comment on design-builder's draft Phase 1 Report and all attachments, including Form of Agreement, schedule, Preliminary Design and Scope Narrative, Mobilization Plan and Contract Price



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Exhibit, participate in any meetings to achieve final negotiation and concurrence of contents of Phase 1 Report, review Design-Builder's Final Phase 1 Report and write recommendation for action by the Owner's Governing Body, and convey Owner's action to design-builder in form of a Notice to Proceed with phase 2 services, if approved, or Notice of Cessation of Negotiations if Owner elects to exercise off-ramp provisions of the Agreement.

CRITERIA CONSULTANT ASSUMPTIONS/EXCLUSIONS

- Advisory on Construction Document preparation, Construction Administration, and Project Closeout are not included in this proposal. These services can be provided at request of the Owner for an additional fee.

If these assumptions prove not valid, Cripe may request an additional services contract to perform any additional scope of services requested by the Owner.

CIVIL ENGINEERING DESIGN SCOPE OF SERVICES

Planning and Organization Phase

During this phase, Cripe Civil will work with the Architect to review the Design Criteria Consultant's summary of findings. Cripe Civil will coordinate with the Architect on the Strategic Acquisition Plan including attending the workshop as outlines in the Design Criteria Consultant Scope of Services Documentation from the Design Criteria Consultant. Cripe Civil will assemble known existing condition documentation as related to the site and site utilities.

RFQ Phase

During this phase, Cripe Civil will work with the Architect to review the RFQ information developed by the Design Criteria Consultant. Cripe Civil will address RFQ Phase question and answers as related to site and site utilities. Cripe Civil anticipates participating on the TRC committee and in the shortlisting phase activities as outlined by the Design Criteria Consultant.

RFP Phase

The RFP Phase will include development of the Design Criteria Documents to provide a set of prescriptive criteria. This document will be provided to the City of Westfield for use by



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potential Design-Builders for development of scope and preliminary pricing with respect to the proposed development of the property.

The following is the list of the information that will be included or referenced in the Design Criteria Document of the RFP:

1. Existing Site Conditions
 - a. Zoning Classification Summary
 - i. Existing Classification
 - ii. Surrounding/Adjacent Zoning Districts
 - b. Aerial Photography
 - c. Topographic Mapping
 - d. Soil Maps and Classification Data
 - e. Floodplain Mapping & Information
 - f. National Wetland Inventory Mapping
 - g. Hamilton County Regulated Drain Map
 - i. Cripe will review the existing drainage report to confirm the release rate and will engage the Hamilton County Surveyor's Office with respect to the existing regional pond and regulated drain and required release rates and construction considerations as reviewing stormwater management for quantity and quality
 - h. Sanitary Sewer Location and Summary information from CEG from previous analysis of site.
 - i. Water Main Location and Summary information from CEG from previous analysis of site.
 - j. Electric Utility Information
 - k. Cable Television Company Information
 - l. Telecomm/Data Company Information
 - m. Telephone Company Information
 - n. Natural Gas Utility Information
2. City of Westfield Engineering Standards
3. Contact List including names, addresses, email addresses and telephone numbers for the City and County governmental agencies and the respective utility companies.

Concept drawings will not be developed. A singular basic site location exhibit with the two general building location options will be provided by the Architect. Cripe Civil will provide any necessary information with respect to setback from pond(s) and roads as related to building placement.

A draft document will be provided for review prior to developing the Final RFP for issuance.

Mr. Todd Burtron
City of Westfield
December 30, 2020



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Included in this phase will be the tasks outlined for the TRC as described in the outline from the Design Criteria Consultant.

Progressive Design-Build: Phase 1 Services

Cripe Civil will participate in the following during this phase of the process:

- Participate in Design-Builder's Phase 1 meetings with the Prime Team and Owner as identified in the Design-Builder's Qualitative Proposal,
- Review and comment on the Design-Builder's Draft Phase 1 Report,
- Participate (if required) in meetings related to final negotiation and concurrence of contents of Phase 1 Report
- Review Design-Builder's Final Phase 1 Report and provide recommendation for action to Architect

Execution Phase: Design, Construction and Close-Out

The execution phase will be hourly not to exceed. Cripe anticipates, upon request, per the Criteria Consultant Services checklist, Rawlins document to attend two (2) design progress meetings, review design submittals, respond to RFI's, and request changes in the work. Permitting assistance will be provided based on the RFQ criteria listed above.

Construction will include two (2) on-site QA/AC meetings during the construction phase and attest to the Contractor's general conformity with agency approved plans. These visits are not construction inspection services, but rather, for observation purposes only.

Relevant job site questions and requests for information from the contractor, owner or design team will be addressed as well as the review of submittals as needed. At the completion of the construction, it is the responsibility of the contractor to prepare a punch list for the project; however, Cripe will assist the contractor in preparing the punch list for contract completion. Cripe will review close-out documents for adherence to City of Westfield close-out requirements.

CIVIL ENGINEERING ASSUMPTIONS/EXCLUSIONS

- No certified engineering design, calculations, or document filing with AHJ is included. To be by Design-Builder, including zoning entitlement.
- All stated design criteria to be independently confirmed by Design-Builder's engineer or record. Any conflicts will be reviewed by Cripe.



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LAND SURVEY DESIGN SCOPE OF SERVICES

Cripe will perform the necessary land surveying services to provide the ALTA/NSPS Land Title Survey and the necessary topographic map of the site and adjoining roadway areas as shown on the attached map marked Exhibit A. Cripe will provide signed and certified copies, both electronic and paper, of the final surveys for the project site, and will initiate these services upon receipt of written notice to proceed on the project.

LAND SURVEY ASSUMPTION/EXCLUSIONS

The above Scope of Services was based on the following assumptions and/or exclusions:

- The section corners controlling the location of the lines and corners of this tract have available record ties and that the monuments will be found in good condition.
- An appropriate vertical control point (bench mark) is available in close proximity to the subject property (close proximity being defined as less than 1/2 mile).
- Cripe survey crews shall have free access (right of entry) to the entire property, and that the site will be free of obstructions at the time the work is performed.
- The topographic survey of the cultivated field will happen after the crops have been harvested.
- Cripe will be provided title work and attendant documents relating to the boundary, as well as any easements or restrictions that should be shown on the subject property, in a timely fashion.
- Cripe has included four (4) hours to review the title commitment and exception documents, add any exception items to the survey, and to create an exception table.
- The boundary and topographic surveys shall be performed simultaneously.
- Cripe will contact the Indiana Underground Plant Protection Service (IUPPS or Indiana811) to mark utilities in the immediate area of the subject property. IUPPS will not mark all utilities in all areas.
- Underground utilities will be located as marked by others. Cripe will certify to the location of only visible, above ground, utility equipment and structures, and any below ground utilities the owner has excavated and exposed.
- Cripe has included within the scope of services locating all field utility markings made by both 811 and the private utility locating service. Additional site visits to locate additional utility markings are not anticipated or included.
- Cripe has included gathering storm and sanitary sewer invert information on 30 structures based on existing information.
- No field-measured as-builts will be provided
- All delivery dates are subject to weather conditions.



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- Cripe shall affix our standard ALTA/NSPS Land Title Survey and Topographic certificates to the survey.
- Cripe shall affix our standard Land Title Survey certificate to the survey. (Included ALTA Table A items: 1-5, 7(a), 8, 9, 11, and 13).

If these assumptions prove not valid, Cripe may request an additional services contract to perform any additional scope of services requested by the Owner.

STRUCTURAL ENGINEERING DESIGN SCOPE OF SERVICES

- Provide technical advisor role for one-story, approximately 32,000 SF fire station with apparatus bays and partial mezzanines.
 - Construction Document Phase
 - Meetings as required.
 - Peer review of design/builder structural design, as required.
 - Construction Administration Phase
 - Meetings as required.
 - Design/builder support for construction questions and issues.

STRUCTURAL ENGINEERING ASSUMPTION/EXCLUSIONS

- Construction Documentation to be provided by others.
- Engineer of Record to be provided by others.
- All stated design criteria to be independently confirmed by Design-BUILDER's engineer or record. Any conflicts will be reviewed by Structural Engineer.

If these assumptions prove not valid, Cripe may request an additional services contract to perform any additional scope of services requested by the Owner.

MECHANICAL, PLUMBING AND ELECTRICAL ENGINEERING DESIGN SCOPE OF SERVICES

- The building area is approximately 32,000 sq ft.
- These scoping documents will include performance requirements of all systems and equipment to be included in the project. They will be based on detailed discussions with the City of Westfield and the Westfield Fire Department to understand their expectations of the building and suggest system preferences. Equipment and component minimum construction and composition will define the level of quality of these components.
- Drawings including suggested zoning and air pressure relationship diagrams will also be included.



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- Attendance at four (4) design meetings, design build proposal review, design build team and technical hand off meeting. The architect is responsible for review and management of the contract with the owner.
- Deliverables:
 - Design Build Scope Narrative
 - Design Build proposal review
 - Construction Technical Consultant
 - Site Visits as requested (hourly)
 - Technical Document reviews as requested (hourly)

MECHANICAL, PLUMBING AND ELECTRICAL ENGINEERING ASSUMPTION/EXCLUSIONS

- Data, paging and other specialty fire department systems and information technology front end equipment (servers, racks, UPS, etc.) are not included in this proposal. These services can be provided for an additional fee.
- As-built drawings, civil engineering, third party certification (i.e. LEED), energy modeling, special testing (i.e. fire flow test, test and balance, ductwork cleanliness, hazardous materials, etc.) are also excluded.
- Commissioning is not included in the base bid but is offered as an alternate.

If these assumptions prove not valid, Cripe may request an additional services contract to perform any additional scope of services requested by the Owner.

PROJECT BUDGET & SCHEDULE

- Cripe's staff will attend weekly planning design meetings working with user groups. Four (4) design meeting are anticipated.
- Project cost is unknown at this time.
- Design to begin immediately following a formal Notice to Proceed (NTP) from Owner. Refer to attached Preliminary Design-Build Timeline from Criteria Consultant regarding time durations for Progressive Design-Build delivery method procedures with the City of Westfield.
- Cost estimating is not a part of this proposal.
- Construction schedule is unknown at this time.



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PROPOSAL FEE

Our fixed fee to complete the above-described scope of services is as follows:

PHASE	FIXED FEE	NTE HOURLY
RFQ (Architectural, MEP Engineering, Civil Engineering, Criteria Consultant)	\$ 24,750.00	
RFP (Architectural, MEP Engineering, Civil Engineering, Criteria Consultant)	\$ 106,375.00	
Advisory Post-Contract (Architectural, Structural Engineering, MEP Engineering, Civil Engineering)		\$ 69,150.00
TOTAL*	\$ 131,125.00	

Land Surveying Services completed..... \$8,996.00

Land Surveying Services remaining..... \$7,482.00

*Design Work expended to date \$17,593.23

Total \$165,196.23

Potential Additional Services

Utility As-builts..... \$TBD

Commissioning..... \$52,325.00

Our fees are to be invoiced monthly on a percentage complete basis.

Costs for advances and other reimbursable expenses including but not limited to, reproductions, photography, equipment charges, courier fees, application fees, review fees, permit fees, and mileage are extra to the fees stated above and will be invoiced under a separate line item. **Reimbursables shall not exceed \$5,000.00.**

Cripe will also furnish Additional Services as you may request in writing.

This proposal is valid for thirty (30) days following submittal. This proposal is only an offer of Cripe' scope of services and is not binding on either party until acceptable terms and conditions have been negotiated and agreed upon between both parties.

Please note that Cripe has begun work on this project under the terms and conditions of the attached Engagement Contract for Services. It would be appreciated if you would sign the Engagement Contract for Services and return it to our office at your earliest convenience.

Mr. Todd Burtron
City of Westfield
December 30, 2020



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Thank you for the opportunity to submit this proposal, and we look forward to working with you. I will follow up with you regarding this proposal letter; however, if you have any questions, please do not hesitate to contact me at 317-844-6777.

Sincerely,

CRIFE

Frank Hindes, AIA, ACHA, CEM, LEED AP
Director of Architecture

O:\2020\PRO2020\City of Westfield\Fire Station 81 - Maple Knoll\Proposal\Arch - Fire Station 81 - Criteria Design Proposal_2020.12.30

Mr. Todd Burtron
City of Westfield
December 30, 2020



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December 30, 2020

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

**RE: City of Westfield Fire Station #81 Project Intent
17001 Ditch Road, Westfield, Indiana 46074**

Mr. Burtron,

As you are aware, Cripe has been providing services, under contract, for the City of Westfield with master-planning and programming a new Fire Station #81 facility and Fire Department Headquarters since June 2019 at 17001 Ditch Road, which is currently zoned as Osborne Park. These final deliverables were provided to the City of Westfield in October 2019 to review and consider with city and financial council members for its feasibility. The original project intent was to provide a new fire station facility and separate fire department headquarter facility, to replace the existing Fire Station #81 and office headquarters at the Public Safety Building at 17535 Dartown Road, modeled closely to the Fire Station #83 design-build documents. The current Public Safety Building has outlived its functional usefulness for the current fire station and headquarters' growth of its firefighters, staff, and fleet, not including the failing structural systems of the apparatus bay roof and outdated boiler and sprinkler systems.

In June 2020, the fire department facilities were revisited to provide an updated scope of services, still located at 17001 Ditch Road, to reconvene with the fire department to update the program of the new Fire Station #81 facility, with preliminary cost estimates, for bond council review. Afterwards, in September 2020, the scope of services was revised to combine Fire Station #81 and the fire department headquarters into a single new building, of which will then be submitted under a progressive design-build delivery method. To date, the new City of Westfield Fire Department facility is around 32,000 square feet.

Please contact me at 317-706-6336 with any further questions or comments.

Sincerely,

Cripe | Architecture

Eric Beaman, AIA, NCARB
Project Manager

Cc: File: O:\2020\PRO2020\City of Westfield\Fire Station 81 - Maple Knoll\Proposal\Arch

Architecture + Interiors | Civil Engineering | Survey + 3D Laser Scanning | Energy + Facilities | Equipment Planning | Real Estate Service

Mr. Todd Burtron
City of Westfield
December 30, 2020



January 27, 2021

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:

- Clayton Properties Group, Inc., d/b/a Arbor Homes, Monon Corner, Section 1, Bond #70NGP184933, \$281,650.95, Erosion Control & Work in ROW
- Lennar Homes of Indiana, Osborne Trails, Section 3, Bond #1085904, \$140,833.00, Storm Sewer & Subsurface Drain
- Lennar Homes of Indiana, Osborne Trails, Section 3, Bond #024249524, \$36,292.00, Asphalt Path
- Lennar Homes of Indiana, Osborne Trails, Section 3, Bond #1085905, \$160,500.00, Asphalt Street
- Lennar Homes of Indiana, Osborne Trails, Section 3, Bond #024249522, \$23,264.00, Common Walks
- Lennar Homes of Indiana, Osborne Trails, Section 3, Bond #024249523, \$27,461.00, Concrete Curb
- Platinum Properties Management Company, LLC, Lancaster, Section 5, Bond #3705272, \$259,299.70, Storm Sewers (Pipe, Structures, & SSD)
- Platinum Properties Management Company, LLC, Lancaster, Section 5, Bond #3705271, \$6,317.30, Concrete Walks & ADA Ramps
- Platinum Properties Management Company, LLC, Lancaster, Section 5, Bond #3705273, \$35,634.50, Asphalt Paving – Local Roadway (Surface Coat Only)
- Platinum Properties Management Company, LLC, Lancaster, Section 7, Bond #3705275, \$235,496.80, Storm Sewers (Pipe, Structures, & SSD)
- Platinum Properties Management Company, LLC, Lancaster, Section 7, Bond #3705274, \$8,257.70, Concrete Walks & ADA Ramps
- Platinum Properties Management Company, LLC, Lancaster, Section 7, Bond #3705276, \$38,929.00, Asphalt Paving – Local Roadway (Surface Coat Only)
- William Eric Group, LLC, Harmony Shoppes, Bond #PR2715077, \$21,194.25, Erosion Control & ROW Improvements – 1527 S. Waterleaf Drive
- Lennar Homes of Indiana, Inc., Coventry, Section 5, Bond #024250071, \$9,298.00, Common Sidewalks
- Lennar Homes of Indiana, Inc., Coventry, Section 5, Bond #024250073, \$255,567.00, Storm Sewer & Subsurface Drain
- Lennar Homes of Indiana, Inc., Coventry, Section 5, Bond #024249570, \$314,606.00, Asphalt Street
- Lennar Homes of Indiana, Inc., Coventry, Section 5, Bond #024250072, \$42,158.00, Concrete Curb
- Lennar Homes of Indiana, Inc., Coventry, Section 5, Bond #024250074, \$15,455.00, Asphalt Trail
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Orchard View, Section 1, Bond #6135004872, \$27,129.30, Trail
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Orchard View, Section 1, Bond #6135004881, \$28,969.60, Sidewalks

- Clayton Properties Group, Inc. d/b/a Arbor Homes, Orchard View, Section 1, Bond #70NGP184986, \$509,718.00, Storm Sewer
- Clayton Properties Group, Inc. d/b/a Arbor Homes, Orchard View, Section 1, Bond #70NGP184985, \$504,149.69, Streets/Curbs
- Pulte Homes of Indiana, LLC, Westchester, Section 3, Bond #CMS342346, \$706,626.47, Asphalt & Onsite Paving Improvements
- Pulte Homes of Indiana, LLC, Westchester, Section 3, Bond #CMS342344, \$418,391.71, Concrete Curb & Common Area Walks
- Pulte Homes of Indiana, LLC, Westchester, Section 3, Bond #CMS342345, \$554,473.52, Storm Sewer
- M/I Homes of Indiana, Scofield Farms, Section 5, Bond #SUR0060726, \$360,067.00, Streets
- M/I Homes of Indiana, Scofield Farms, Section 5, Bond #SUR0060724, \$579,891.00, Storm Sewer
- M/I Homes of Indiana, Scofield Farms, Section 5, Bond #SUR0060725, \$48,140.00, Curbs
- M/I Homes of Indiana, Scofield Farms, Section 5, Bond #SUR0060727, \$49,494.00, Common Area Sidewalks

Performance Bond Release

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

- E&B Paving, Project: Ditch Road, Phase 2, Bond #30067926, \$1,065,590.00
- Midwest Paving, LLC, Project: 2019 Resurfacing, Bond #7660403, \$2,970,798.45
- Midwest Paving, LLC, Project: 2020 Resurfacing, Bond #7663690, \$1,985,689.80
- Platinum Properties Management Company, Lancaster, Section 1, Bond #3151982, \$120,318.00, Road & Street Paving – Spring Mill Road (ROW Paving)
- Platinum Properties Management Company, Emory Trace, Section 1, Bond #3085870, \$111,601.60, 193rd Street ROW Asphalt Paving & Subgrade Stabilization: Entry Arterial Roadway (Stabilization & Paving of AD Lane & Passing Blister; Mill & Resurface & stripe the existing roadway). Entry ROW 8' Path (stabilization, stone, binder, & surface)
- Platinum Properties Management Company, Lancaster, Section 5, Bond #3151998, \$100,460.80, Road & Street Paving – 186th Street (ROW Paving)

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:

- William Eric Group, LLC, Springmill Trails Residential District 2 Amenity Center, Bond #PR2715074, \$8,165.20, On Site Improvements & Storm Sewer Work
- E&B Paving, Emory Trace, Section 1, Bond #30121543, \$9,419.00, Asphalt Paving: 193rd Street Arterial Pavement (Entry, AD Lane & Passing Blister Asphalt Base, Binder, Surface, Stone Shoulder, & Striping)
- Conco Curbs & Paving, Lancaster, Section 5, Bond #B3264454, \$31,240.40, Concrete Curbs
- E&B Paving, Lancaster, Section 5, Bond #30116877, \$13,041.10, Asphalt Paving – Local Roadway (Stone, Base, & Binder)
- E&B Paving, Lancaster, Section 5, Bond #30116878, \$9,132.80, Asphalt Paving – Entry ROW (AD Lane, Mill & Resurface, Stone Shoulder & Striping)
- E&B Paving, Lancaster, Section 5, Bond #30116876, \$2,551.00, Asphalt Paving – Entry ROW Path

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:

- GLR, Inc., CVS Pharmacy, Westfield, IN, Bond #B1234231, \$17,450.00, Streets, Curbs, Sidewalk, Storm Sewer & Erosion Control
- Aspen, Inc., Central Christian Church (Thrive Christian Church), Bond #41364468, \$36,931.00, Streets, Curbs, Storm Sewer, Trail, & Erosion Control

Letter of Credit Acceptance

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

- **NONE**

Cash In Lieu/Development Agreement

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

- Woodwind Residential, Wood Wind South Infrastructure, \$339.00, Erosion Control