



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda_01_25_2023

Wednesday, January 25, 2023 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, January 25, 2023 at 01:00 PM

MEETING PLACE: Westfield City Hall- Assembly Room

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

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Action Item #1: Approval of Minutes from 12/21/22

Documents: [Minutes December 21, 2022](#)

Contracts/Agreements

Action Item #2:

City of Westfield & H&N Outdoor Services –Low Profile Landscape Maintenance Contract– 2023 Addendum

Documents: [H&N Outdoor Services 2023 Addendum](#)

Action Item #3:

City of Westfield & GAI Consultants – Professional Engineering Services - Cherry Street Bridge Preliminary Scope and Design Proposal

Documents: [Cherry Street Bridge Proposal](#)

Action Item #4:

City of Westfield & Esler Properties, LLC - Settlement Agreement & Release

Documents: [Settlement Agreement](#)

Permit Approval

Action Item #5:

Encroachment Permit – Duke Energy – 231 E. 161st Street

Documents: [Encroachment Application](#)

Consent Agenda

January Bond Information

Documents: [January Bond List](#)

Department Reports

Fire

Documents: [WFD 2022 Year End Report](#)

Police

Documents: [WPD December Report](#)

Public Works

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY December 21, 2022

The Westfield Board of Public Works and Safety met on December 21, 2022, in the Westfield City Hall Assembly Room. Present were, Jim Ake, Larry Clarino, Mayor Cook, Kim Strang, and Chou-il Lee.

Jim Ake called the meeting to order at 1:00 PM

CHANGES IN AGENDA

AGENDA ITEMS:

Action Item #1: Approval of Minutes from November 16, 2022

Larry Clarino made the motion to approve the minutes. Mayor Cook seconded.
Vote: Yes-3; No-0. Motion carries.

CONTRACTS/AGREEMENTS

Action Item #2: 2023 Personnel Policy, Procedures, & Benefits Manual Update

Bradie Louks presented giving a summary of the changes or updates (8) to the 2023 manual.

Mayor Cook made a motion to approve the 2023 manual as presented. Larry Clarino seconded.
Vote: Yes-3; No-0. Motion carries.

Action Item #3: City of Westfield & Westtec Land Acquisitions, LLC-Settlement Agreement

Johnathon Nail presented stating this involves a small parcel, not owned by the city, that was used to complete the Westfield Blvd project. The city had previously deposited with the Hamilton County Courts the sum of \$67,000 which automatically would have gone to the property owner. The appraised total of the ROA is \$264,500. This agreement would allow the additional \$179,500 to be granted in Road Impact Fee Credits when the property owner decides to develop the parcel.

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

Action Item #4: City of Westfield & A & F Engineering -2023 On-Call Contract

Johnathon Nail presented stating this is for an on-call contract for traffic engineering. The contract would include speed and traffic studies, preliminary intersection design, signal analysis, and various other traffic-related items. The contract has a not to exceed amount of \$20,000.

Larry Clarino made the motion to approve the contract. Mayor Cook seconded.
Vote: Yes-3; No-0. Motion carries.

Action Item #5: City of Westfield & Stantec/Cardno- Contract Assignment Letter

Johnathon Nail stated that we have a contract with Cardno to do our environmental mitigation studies and reviews. In December of 2021, Stantec purchased Cardno and this is just our approval that the remaining terms of the contract will be fulfilled by Stantec.

Jim Ake made a motion to approve the contract assignment letter. Larry Clarino seconded.
Vote: Yes-3; No-0. Motion carries.

Action Item#6: City of Westfield & Christopher B. Burke Engineering-On Call Stormwater Services Professional Services Proposal

Michael Pearce presented stating this is for an on-call stormwater services contract to be provided by Christopher Burke Engineering with a not to exceed of \$40,000.

Mayor Cook made the motion to approve the contract. Larry Clarino seconded.
Vote: Yes-3; No-0. Motion carries.

Action Item #7: City of Westfield & H&N Outdoor Services-Contract for Goods & Services-Snow Removal 2022-2025

Johnathon Nail presented stating this is for snow removal for residential subdivisions in the North Zone of the City from December 21, 2022, thru December 20th, 2025. Snow falls totals for each event will determine the cost of services.

Jim Ake made a motion to approve the contract with the rates of the contract added.
Larry Clarino seconded. Vote: Yes-3; No-0. Motion carries.

Action Item #8: City of Westfield & Practical Property Group-Contract for Goods & Services-Snow Removal 2022-2025

Johnathon Nail stated this is for the snow removal for residential subdivisions in the South Zone of the City from December 21, 2022, thru December 20th, 2025. Snow falls totals for each event will determine the cost of services and the breakdown is included in the contract.

Mayor Cook made the motion to approve the contract. Larry Clarino seconded.
Vote: Yes-3; No-0. Motion carries.

Action Item #9: Westfield Fire Department & Med-Bill Corporation-Billing Service Agreement

Rob Gaylor presented stating the fire department wishes to use a new EMS billing company. Med-Bill Corporation would provide better customer service and would cost less money than the previous company.

Larry Clarion made the motion to approve the agreement. Mayor Cook seconded.
Vote: Yes-3; No-0. Motion carries.

Action Item #10: City of Westfield & USI Consultants-Professional Services Contract-181st Street & Wheeler Road RAB

Michael Pearce presented stating this contract is for the survey and design of a new roundabout at 181st Street and Wheeler Road. The contract has a not to exceed of \$294,300 and does include utility coordination.

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

Action Item #11: City of Westfield & Coronado Development Corporation-Sycamore Glen Development Agreement

Michael Pearce presented stating the developer has proposed a 31-lot subdivision that will construct a public roadway with access via 159th Street. Per construction standards, the developer is required to construct an acceleration and deceleration lane at the subdivision entrance as well as resurface 159th Street 50 feet past the end of each taper. 159th Street was recently resurfaced as part of the Bent Creek development project so the city has agreed to not require the resurfacing but in lieu, the developer would contribute \$34,000 to the city's Road Impact Fund for future roadway improvement projects.

Larry Clarino made the motion to approve the development agreement. Mayor Cook seconded. Vote: Yes-3; No-0. Motion carries.

PERMIT APPROVAL

Action Item #12: Encroachment Permit: Duke Energy-2536 E. 166th Street-Pole Replacement

Johnathon Nail stated this is for one pole to be replaced on 166th Street.

Jim Ake made the motion to approve the encroachment permit. Mayor Cook seconded. Vote: Yes-3; No-0. Motion carries.

Action Item #13: Encroachment Permit-Duke Energy-18019 Joliet Road-Pole Replacement

Johnathon Nail stated this is for pole replacement on the West side of Joliet Rd., North of SR 32.

Mayor Cook suggested that a policy be developed to have guard rails placed, paid for by the developer if poles are X amount of distance from the roadway.

Jim Ake made the motion to approve the encroachment permit. Larry Clarino seconded. Vote: Yes-3; No-0. Motion carries.

CONSENT AGENDA:

Approval of the 2023 Board of Public Works & Safety Meeting Schedule

December Bond Information

Jim Ake made the motion to approve the consent agenda. Mayor Cook seconded.
Vote: Yes-3; No-0. Motion carries.

DEPARTMENT REPORTS:

Fire- Chief Gaylor

Police- Chief Rush

Public Works- Johnathon Nail

Larry Clarino made the motion to adjourn Mayor Cook seconded.
The meeting was adjourned at 1:55 PM

Deputy Clerk-Treasurer

Board of Public Works and Safety

Attachment 2

As stated in Paragraph C. Amendment, and Section 23, Entire Agreement of the agreement between H & N Outdoor Services, LLC and the City of Westfield dated January 26th, 2022, this agreement is being modified to include the attached “Revised Low Profile Site Spreadsheet”.

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

Additions:

- 151st E of Oak-\$1800.00
- 191st Street US31 to Tomlinson-\$5900.00
- Dartown and Enterprise-\$1320.00
- Grand Park Blvd North-\$18,540.00
- Grassy Branch N of 32-\$1230.00
- Kinsey Ave. Bridge-\$1670.00
- Waterleaf Drive-\$2450.00
- US31 Annual Native Cut Back-\$44,720.00

Total Increase= \$77,630.00

Adjusted Annual Contract Amount-\$192,677.50

To be paid in 10 monthly payments of \$19267.75 beginning in February 2023

Contracting Party:

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

Vendor:

H & N Landscape Services, LLC
PO Box 206
Sheridan IN, 46069

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Exhibit B

LOW-PROFILE SITE SPREADSHEET

Location	Site Description	Mowing Occurrences	Site Annual Cost
146 th and Greyhound Pass	C	26	\$ 1,525.00
151st E of Oak	C	26	\$ 1,800.00
151 st Street Median	C	26	\$ 1,525.00
156 th Monon Connector	B	18	\$ 1,125.00
161 st and Union RAB	C	26	\$ 9,187.50
169 th and Spring Mill RAB	C	26	\$ 8,750.00
169 th Oak Ridge to the Monon	B	18	\$ 1,125.00
171 st and Carey RAB	C	26	\$ 1,750.00
175 th St Dartown to Austrian Pine	A	18	\$ 900.00
186 th Spring Mill to Wheeler	D	26	\$ 16,625.00
186 th and Spring Mill RAB	C	26	\$ 4,812.50
191 st and US31	C	26	\$ 2,625.00
191 st Street Barn	A	18	\$ 900.00
191st Street US31 to Tomlinson	C	26	\$ 5,900.00
Dartown and Enterprise	B	18	\$ 1,320.00
Dean Road	B	18	\$ 3,375.00
Ditch SR32 to Casey RAB (DRE)	B	18	\$ 6,750.00
Ditch and Somerville RAB	C	26	\$ 1,525.00
East Street 196 th to SR38	B	18	\$ 6,075.00
Grand Park Blvd	C	26	\$ 5,900.00
Grand Park Blvd North	C	26	\$ 18,540.00
Grassy Branch N of 32	B	18	\$ 1,230.00
Greyhound CT. and 151st	C	26	\$ 1,525.00
Greyhound Pass @ Bainbridge	C	26	\$ 1,525.00
Kinsey Ave Bridge	C	26	\$ 1,670.00
Mower Garage	B	18	\$ 1,125.00
North Union and East Street	C	26	\$ 3,500.00
Osbourne Park	B	18	\$ 5,400.00
East Park Street	B	18	\$ 3,037.50
Raymond Worth Park	B	18	\$ 4,725.00
South Union Street – Old Fire Station	C	26	\$ 1,750.00
SR32 and Gurley Street	A	18	\$ 900.00
Waterleaf Drive	C	26	\$ 2,450.00
Westfield Blvd – 151 st and US31	C	26	\$ 4,375.00
Westfield Blvd – 169 th and SR32	C	26	\$ 6,125.00
Westfield Business Park Ct	B	18	\$ 2,025.00
Westfield Business Park Rd	B	18	\$ 1,125.00
West Park Street	A	18	\$ 900.00
US31 On and Off Ramps (3 Areas)		13	\$ 2,535.00

US 31 Annual Native Cut Back (104 acres)		1	\$ 44,720.00
<u>TOTAL</u>			<u>\$192,677.50</u>

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Westfield Police Department

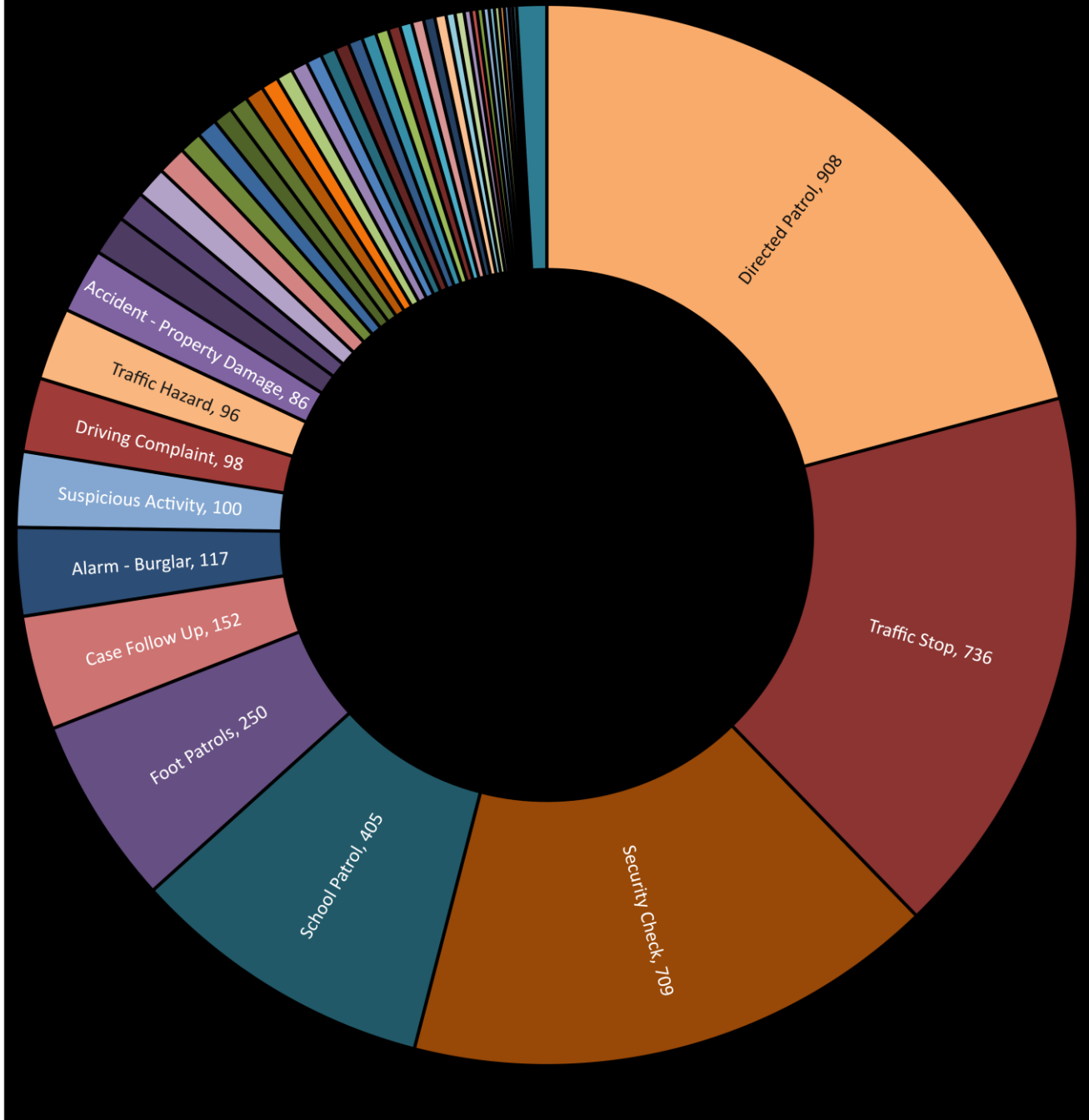
December 2022

Events by Nature

Incident Type	Count	Incident Type Cont.	Count Cont.
911 Hang Up	21	Investigative Stop	0
Abandoned Vehicle	8	Juvenile Complaint	12
Abandonment	0	K9 Detail	0
Abuse / Neglect	1	Kidnapping	0
Accident - Hit & Run PD	17	Lock Out	41
Accident - Hit & Run PI	0	Loud Party	2
Accident - Other	2	Mental Emotional - Violent	2
Accident - Property Damage	86	Mental Emotial/Suicide Attempt	1
Accident - Personal Injury	16	Mental Person	12
Accident - Sinking Vehicle	0	Miscellaneous	15
Accident - Unknown	6	Missing Person	1
Accelerator Stuck	0	Missing Person - PLS	0
Active Assailant	0	New Call	0
Alarm - Other	2	Nuisance	3
Alarm - Vehicle	0	Ordinance Misc.	15
Alarm - Burglar	117	Parking Complaint	19
Alarm - Hold Up	16	Physical Disturbance	26
Animal Bite / Attack	1	Product Contamination	0
Animal Complaint	25	Reckless Activity	0
Assist Fire	53	Road Rage	5
Assist Other Department	20	Robbery	0
Assist Public	25	Runaway	1
Battery	6	School Patrol	405
Bike Patrol	0	Security Check	709
Bomb Device Found	0	Sex Offense	3
Bomb Threat	0	Shooting	0
Burglary	2	Solicitor	0
Carjacking	0	Special Detail	4
Case Follow Up	152	Stabbing	1
Child Seat Inspection	0	Suicide	0
Civil Dispute	22	Suspicious Activity	100
Criminal Mischief	22	Suspicious Package	0
Damage to Property	0	Suspicious Person	0
Death Investigation	5	Test	0
Directed Patrol	908	Theft	38
Disturbance	27	Theft - From a Vehicle	7
Domestic	0	Theft - of a Vehicle	1
Driving Complaint	98	Theft Shoplifter	0
Drug Complaint	8	Threat to Life	9
Drug Lab	0	Threatening Suicide	7
Escort	0	Tow Release	2
Fail to Return Comm Corrections	0	Traffic Hazard	96
Fight	1	Transport	0
Firearms Shots Fired	3	Trespassing	19
Foot Patrols	250	Traffic Stop	736
Found / Lost Property	19	Unknown Call for Police	0
Found Person	0	VIN Check	30
Fraud Prescription	0	Wanted	1
Fraud / Deception	23	Warrant Service	0
Harassment	8	Weapons Complaint	2
Intoxicated Person	4	Welfare Check	41
Investigation	16	Total	4356

Westfield Police Department
December 2022

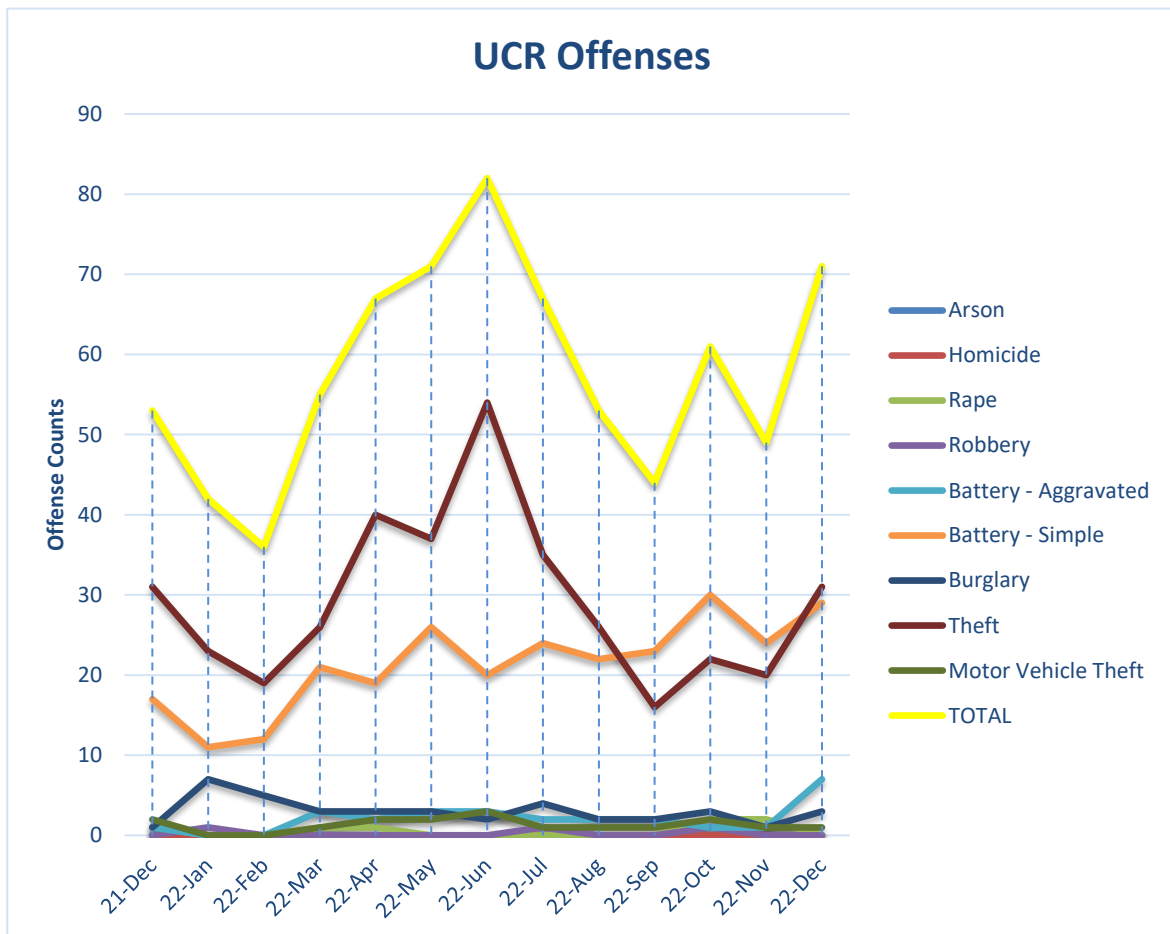
Monthly Events by Incident Type
December 2022



Westfield Police Department
December 2022

UCR OFFENSES

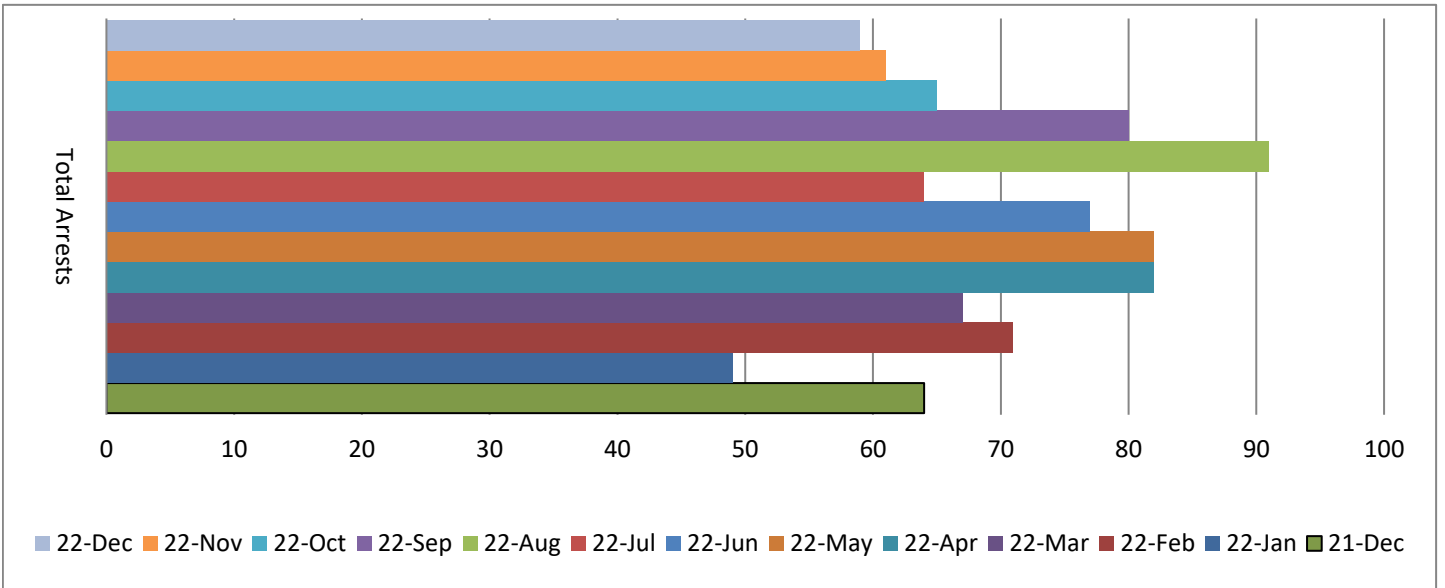
OFFENSE	21-Dec	22-Jan	22-Feb	22-Mar	22-Apr	22-May	22-Jun	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov	22-Dec
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	1	0	0	1	1	0	0	0	0	0	2	2	0
Robbery	0	1	0	0	0	0	0	1	0	0	1	0	0
Battery - Aggravated	1	0	0	3	2	3	3	2	2	2	1	1	7
Battery - Simple	17	11	12	21	19	26	20	24	22	23	30	24	29
Burglary	1	7	5	3	3	3	2	4	2	2	3	1	3
Theft	31	23	19	26	40	37	54	35	26	16	22	20	31
Motor Vehicle Theft	2	0	0	1	2	2	3	1	1	1	2	1	1
TOTAL	53	42	36	55	67	71	82	67	53	44	61	49	71



Westfield Police Department

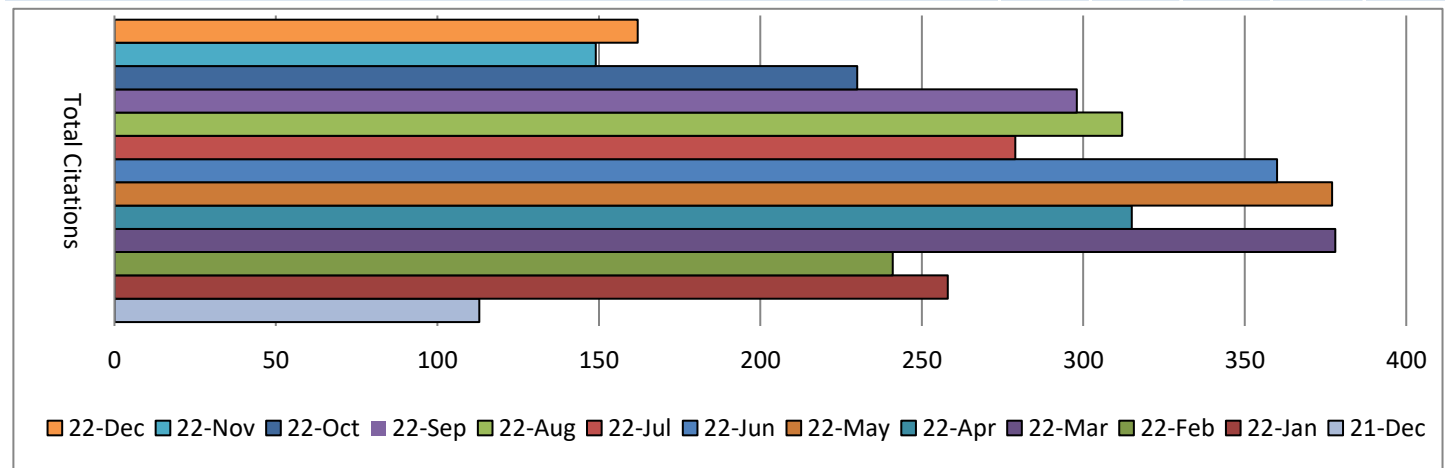
December 2022

Arrest Reports Taken	21-Dec	22-Jan	22-Feb	22-Mar	22-Apr	22-May	22-Jun	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov	22-Dec
Alcohol/ Drug Related	28	25	33	26	28	36	39	22	35	28	21	23	20
Felony Charges	26	15	25	24	31	46	41	37	60	37	20	31	26
Misdemeanor Charges	75	67	92	80	95	99	100	68	114	101	85	83	65
Total Arrests	64	49	71	67	82	82	77	64	91	80	65	61	59



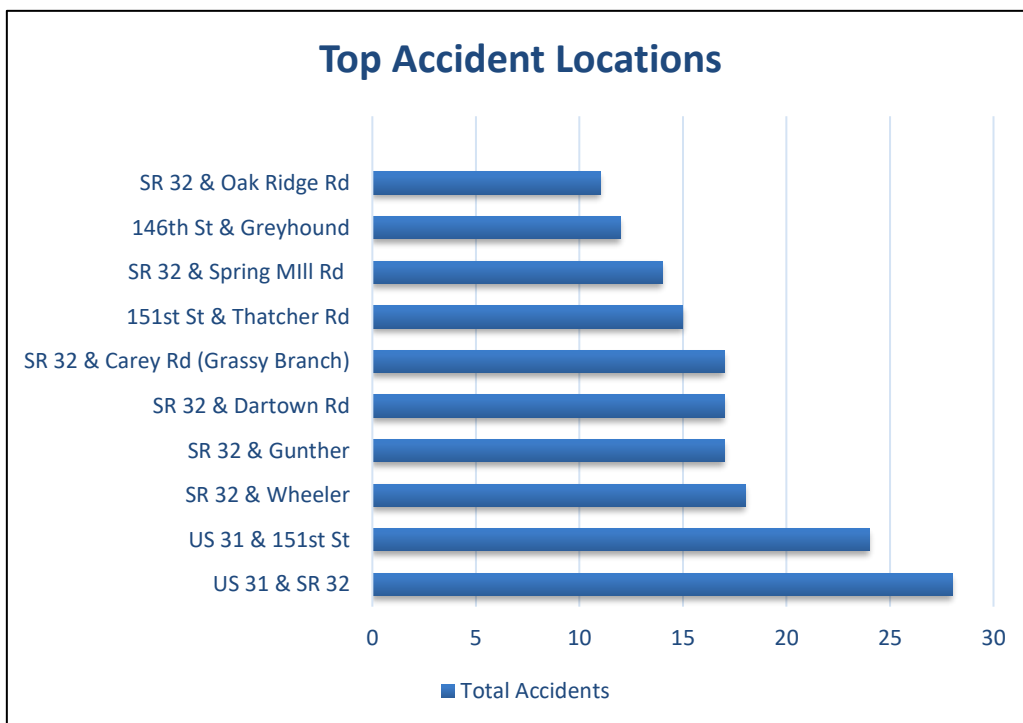
Traffic	21-Dec	22-Jan	22-Feb	22-Mar	22-Apr	22-May	22-Jun	22-Jul	22-Aug	22-Sep	22-Oct	22-Nov	22-Dec
Total Citations	113	258	241	378	315	377	360	279	312	298	230	149	162
Total Written Warning	788	1225	1225	1476	1178	1309	1218	1090	1442	1264	977	889	781
Total Traffic Accidents	84	75	81	62	61	63	96	76	84	71	94	65	77
Property Damage	77	75	68	55	53	55	88	70	69	62	82	58	64
Personal Injury	7	0	13	7	8	8	8	6	15	9	12	7	13
Fatality	0	0	0	0	0	0	0	0	0	0	0	0	0
Hit and Run*	8	10	10	7	6	4	14	9	5	7	8	10	8

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



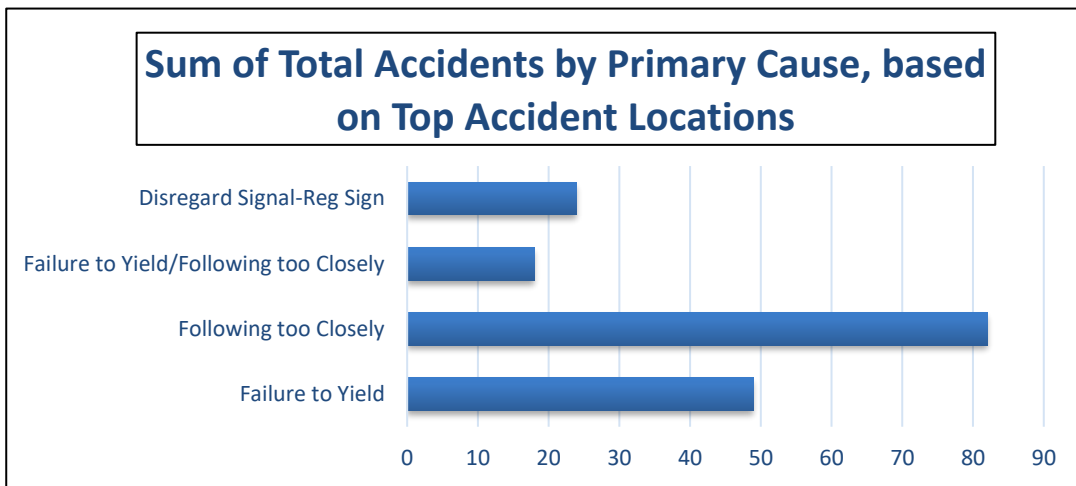
Westfield Police Department
December 2022

Top Accident Locations		
Accident Location	Total Accidents	Primary Cause
US 31 & SR 32	28	Following too Closely
US 31 & 151st St	24	Disregard Signal-Reg Sign
SR 32 & Wheeler	18	Failure to Yield/Following too Closely
SR 32 & Gunther	17	Following too Closely
SR 32 & Dartown Rd	17	Failure to Yield
SR 32 & Carey Rd (Grassy Branch)	17	Failure to Yield
151st St & Thatcher Rd	15	Failure to Yield
SR 32 & Spring Mill Rd	14	Following too Closely
146th St & Greyhound	12	Following too Closely
SR 32 & Oak Ridge Rd	11	Following too Closely



Westfield Police Department
December 2022

Primary Cause	Sum of Total Accidents
Failure to Yield	49
Following too Closely	82
Failure to Yield/Following too Closely	18
Disregard Signal-Reg Sign	24



Community Events

Westfield in Lights

Shopping for Families



January 25, 2023

Consent Agenda Item:

Performance Bond Acceptance

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

- Lennar Homes of Indiana, LLC, Westgate, Section 7, Bond #024264603, \$62,315.00, Common Area Sidewalks
- Lennar Homes of Indiana, LLC, Westgate, Section 7, Bond #024264601, \$267,825.00, Asphalt Streets
- Lennar Homes of Indiana, LLC, Westgate, Section 7, Bond #024264600, \$29,093.00, Concrete Curbs
- Lennar Homes of Indiana, LLC, Westgate, Section 7, Bond #024264599, \$502,856.00, Storm Sewer & Subsurface Drain
- Lennar Homes of Indiana, LLC, Westgate, Section 7, Bond #024264598, \$61,295.00, Asphalt Path
- Lennar Homes of Indiana, LLC, Westgate, Section 7, Bond #024264602, \$8,360.00, Monumentation
- Summit Construction Company, Inc., Grand Millennium Medical Office Building, Bond #107226993, \$30,997.23, Erosion Control
- Lennar Homes of Indiana, LLC, Westgate, Section 5, Bond #72BSBIV7903, \$596,051.00, Asphalt Streets
- Lennar Homes of Indiana, LLC, Westgate, Section 5, Bond #72BSBIV7899, \$77,723.00, Concrete Curbs
- Lennar Homes of Indiana, LLC, Westgate, Section 5, Bond #72BSBIV7897, \$418,828.00, Storm Sewer & Subsurface Drain
- Lennar Homes of Indiana, LLC, Westgate, Section 5, Bond #72BSBIV7896, \$61,363.00, Common Area Sidewalks
- Lennar Homes of Indiana, LLC, Westgate, Section 5, Bond #72BSBIV7898, \$3,872.00, Monumentation
- Lennar Homes of Indiana, LLC, Osborne Trails, Section 9, Bond & Rider #30162837, \$58,541.00, Erosion Control
- Clayton Properties Group, Inc., d/b/a Arbor Homes, Monon Corner Pool Amenity Area, Bond & Rider #47SUR300214010483, \$4,592.50, Parking Lot
- Clayton Properties Group, Inc., d/b/a Arbor Homes, Monon Corner Pool Amenity Area, Bond & Rider #47SUR300214010482, \$3,135.66, Paving
- Clayton Properties Group, Inc., d/b/a Arbor Homes, Monon Corner Pool Amenity Area, Bond & Rider #47SUR300214010481, \$7,519.05, Erosion Control
- Clayton Properties Group, Inc., d/b/a Arbor Homes, Monon Corner Pool Amenity Area, Bond & Rider #47SUR300214010480, \$28,318.40, Storm Sewer
- Clayton Properties Group, Inc., d/b/a Arbor Homes, Carramore, Section 1, Bond #47SUR300214010512, \$554,405.65, Streets/Curbs
- Clayton Properties Group, Inc., d/b/a Arbor Homes, Carramore, Section 1, Bond #47SUR300214010513, \$724,471.86, Storm Sewer
- Clayton Properties Group, Inc., d/b/a Arbor Homes, Carramore, Section 1, Bond #47SUR300214010514, \$67,983.30, Pathway

- Clayton Properties Group, Inc., d/b/a Arbor Homes, Carramore, Section 1, Bond #47SUR300214010515, \$40,725.30, Sidewalk
- Clayton Properties Group, Inc., d/b/a Arbor Homes, Carramore, Section 1, Bond #47SUR300214010517, \$153,457.70, ROW Improvements

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:

- **NONE**

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:

- E&B Paving, LLC, Chatham Hills, Section 6B, Bond #30179356, \$57,376.70, Onsite Stone Base, Asphalt Binder, Asphalt Surface, ROW Asphalt, Walkpath
- Sitecrete, LLC, Chatham Hills, Section 6B, Bond #30180550, \$1,395.00, Common Area Sidewalk
- Sitecrete, LLC, Chatham Hills, Section 6B, Bond #30180545, \$7,175.00, Curbs
- Elevation Excavation, Inc., Chatham Hills, Section 6B, Bond #LICX1973712, \$63,896.00, Storm Sewer & Subsurface Drains

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:

- Delello & Sons Asphalt Paving, Inc., West Rail, Section 2, Bond #7662301, \$4,027.96, Surface
- D&R Excavating, d/b/a Earth Resources, West Rail, Section 2, Bond #INC61238, \$3,174.00, Storm Sewer
- Sitecrete, LLC, West Rail, Section 2, Bond #30089590, \$666.91, Common Area Sidewalk
- Beazer Homes Indiana, West Rail Section 2, Bond #60132894, \$10,615.43, Stone Base & Asphalt Binder
- Beazer Homes Indiana, West Rail Section 2, Bond #60132895, \$2,819.04, Curbs

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**

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.
- You may pay by credit card or check. If you wish to pay by credit card, please call (317) 804-3150; there is a 3% fee to pay by credit card. If you prefer to pay with a check, please make the check payable to: City of Westfield, and send to the City Services Center at 2728 East 171st Street, Westfield, IN 46074.

For Office Use Only

Permit Number _____
Expires _____
Permit Fee _____
Fee Waived _____

Application Date: _____ Estimated Completion Date: _____

Work Address: _____ Subdivision: _____

Name of Contractor/Utility: <u>Duke Energy</u>
Address: <u>16475 SOUTHPARK ST</u>
City: <u>WESTFIELD</u> State: <u>IN</u> Zip: <u>46074</u>
Phone: <u>317-385-1225</u> Fax: _____
Email: <u>TRAVIS.KRICK@DUKE-ENERGY.COM</u>

Name of Sub-Contractor: <u>ARC AMERICAN</u>
Address: <u>311 S INDIANA AVE</u>
City: <u>WAKARUSA</u> State: <u>IN</u> Zip: <u>46573</u>
Phone: <u>317-995-2207</u> 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: _____

**Please contact Austin Foley at 317-753-9712 twenty-four hours prior to pouring concrete.*

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

TERMS AND CONDITIONS FOR ENCROACHMENT PERMIT

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

Signature of Applicant: _____

Title: DISTRICT ENGINEER

Printed Name: TRAVIS L KRICK

Date: _____

Company Name: DUKE ENERGY

Phone Number: 317-385-1225

For Office Use Only:

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

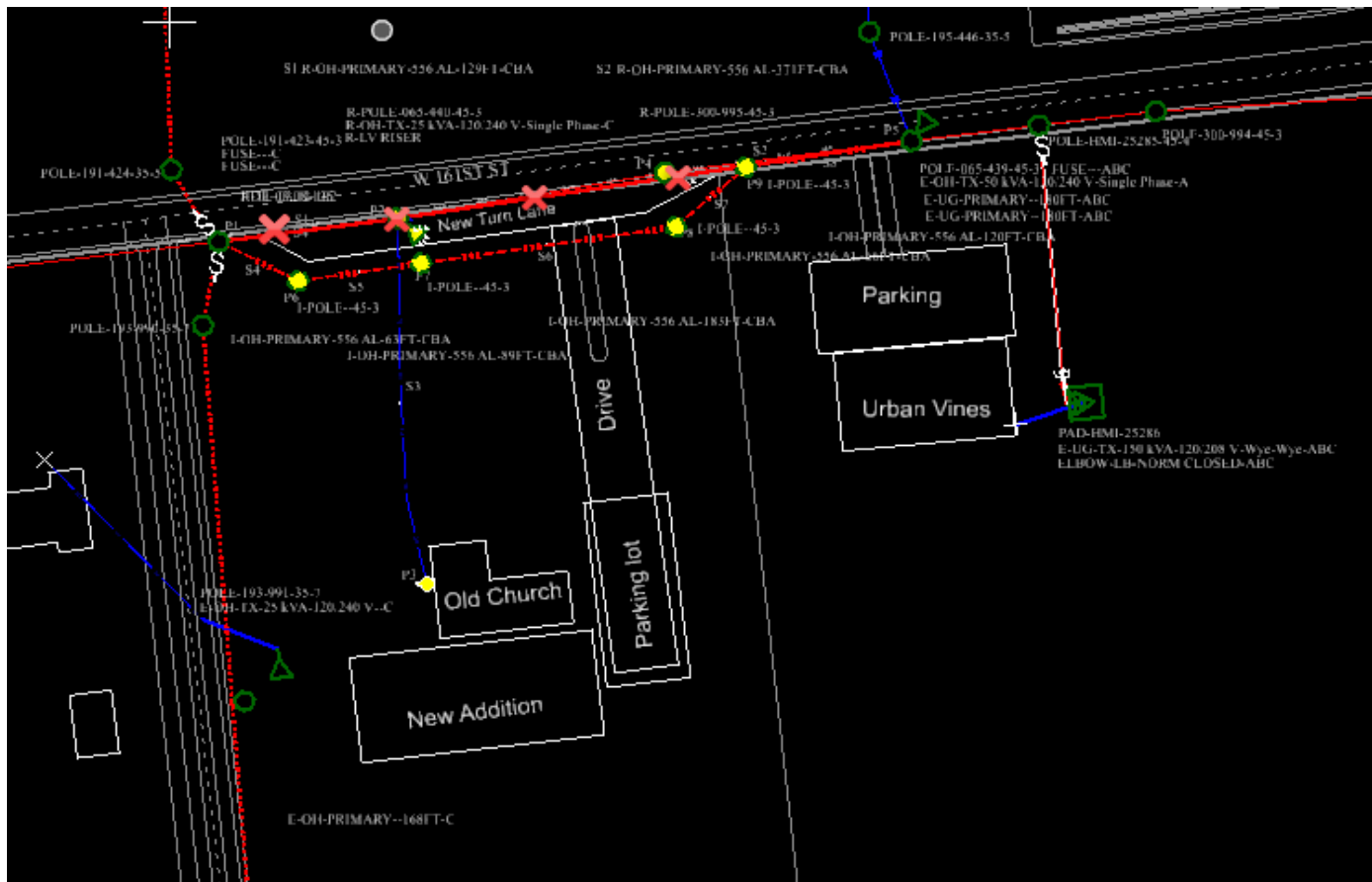
Steel Plates or other authorized substitute to be used? ☐ YES ☐ NO (If yes, refer to #4 above)

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

Director/or his representative

Project Manager/when applicable

Date Approved



SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made and entered into by and between Esler Properties LLC ("Esler") and the City of Westfield, Hamilton County, Indiana and City of Westfield Board of Zoning Appeals (collectively "Westfield") (Esler and Westfield, together, may be referred to as the "Parties"). This Agreement is premised upon the following recitals, which are incorporated into this Agreement:

Recitals

A. Esler is a domestic Indiana limited liability company operating at a property located at 16708 Dean Road, Westfield, Indiana 46074 (the "Property").

B. The City of Westfield is an Indiana city organized and existing under the laws of the State of Indiana. The City of Westfield Board of Zoning Appeals is established under the laws of the State of Indiana.

C. On May 11, 2020 Esler filed its "Complaint for Damages, Declaratory Relief, Permanent Injunction and Petition for Review of BZA Decision" in the United States District Court for the Southern District of Indiana under Case No. 1:20-cv-1360 (the "Litigation"). On November 11, 2020 Esler filed its Amended Complaint. In the Litigation, Esler challenges provisions of the Westfield Unified Development Ordinance("UDO") and seeks a review of a decision of the BZA which conditionally granted a variance application filed by Esler for the Property. That variance application expired of its own terms on December 31, 2022.

D. By this Agreement, the Parties wish to resolve any remaining claims in the Litigation and dismiss the Litigation with prejudice.

Agreement

NOW, THEREFORE, in consideration of the promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Westfield shall pay to Esler the sum of One Thousand Five Hundred Dollars (\$1,500.00) on or before January 31, 2023.

2. The Parties acknowledge and agree that as a condition to this Agreement, the Parties will cause to be filed in the Litigation a Stipulation of Dismissal with Prejudice.

3. Upon payment by Westfield of the amount agreed to herein, Esler shall and hereby does release and forever discharge the City of Westfield, its elected and appointed officials, the appointees to the City of Westfield BZA, and all Westfield staff, employees, current or former officers, directors, employees, agents, partners, principals, insurers, successors and assigns), attorneys, personal representatives and heirs, from any and all claims, demands, losses, damages, agreements, actions, promises or causes of action (known or unknown) which Esler now has or may later discover against Westfield, in connection with, or arising directly or indirectly out of or in any way related to the Litigation and any and all claims, demands, losses, damages, agreements, actions, promises or causes of action (known or unknown) existing as of the date of this Agreement which Esler now has or may later discover against Westfield, in connection with, or arising directly or indirectly out of or in any way related to the Property.

4. Esler declares, warrants and represents that:

- a. Esler has not assigned nor transferred to any person, entity or party any claims that are the subject of this Agreement and that Esler is the sole party in interest with respect to the claims about which this Agreement is

made;

- b. No promise, enticement or agreement not expressed in this Agreement has been made to Esler and that the terms of the Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof, and that the terms of this Agreement are contractual and not merely a recital; and
- c. Esler may in the future discover facts different from or in addition to those which it now knows or believes to be true with respect to the matters that are the subject of this Agreement, and it agrees that this Agreement shall remain in effect in all respects, notwithstanding the discovery or existence of different or additional facts.

5. No waiver, modification nor amendment of any term, condition or provision of this Agreement shall be valid or have any force or effect unless made in writing and signed by each of the Parties.

6. This Agreement may be pleaded as a defense to any claim, action or other proceeding that may be brought, instituted or taken by any party in breach of the Agreement.

7. Each of the covenants contained in this Agreement shall be binding upon and shall inure to the benefit of each of the respective Parties' insurers, assigns, lessees, and successors-in-interest.

8. The Parties acknowledge and declare that, in making this Agreement, they have relied solely upon their own or own counsel's judgment, belief, and knowledge, and have not relied upon any statement, representation, disclosure or nondisclosure by another party or any of its representatives, agents or attorneys.

9. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Indiana, without regard to the conflict of laws principles thereof.

10. This Agreement represents the entire agreement between the Parties with respect to this matter, and supersedes all prior negotiations, representations, or agreements, whether written or oral, between the Parties.

11. The Parties hereby acknowledge and agree that the consideration set forth herein represents fair consideration and reasonably equivalent value for the transactions, covenants, and agreements herein set forth, which consideration was agreed upon as the result of arm's length, good-faith negotiations between the Parties and their respective legal representatives.

12. Each individual signing this Agreement hereby acknowledges that he or she has carefully read this entire Agreement and understands its contents.

13. Each individual signing this Agreement hereby acknowledges that he or she signed this Agreement with full knowledge of and appreciation of his or her actions, and with the advice of counsel.

14. The Parties acknowledge that each has had an equal opportunity to participate in the drafting of this Agreement. Therefore, in any construction or interpretation of this Agreement, the Parties agree and understand that this Agreement shall not be construed against Westfield or Esler on the basis of authorship.

15. Each individual signing this Agreement warrants that he or she has proper authorization to execute this Agreement, either personally or on behalf of his or her respective entity, and is of sound mind and legal age to sign this Agreement.

16. This Agreement may be executed in multiple counterparts, which may be transmitted electronically with .PDF signatures, each of which shall be deemed an original, but

all of which together shall constitute one and the same instrument.

[Signatures on the following page]

Esler Properties LLC

Dated: January 30, 2023



Signature

Bill Esler

Printed Name

Authorized Representative

Title

The City of Westfield, Indiana

Dated: January 12, 2023



Signature

Jeremy Lollar

Printed Name

Chief of Staff

Title

KD_7802948_1.DOCX



**City of Westfield Fire Department
Board of Public Works & Safety Report
End Of Year 2022 Report**

Contact: Fire Chief

Rob Gaylor

Or Nikki Hartman

804-3304



Westfield Fire 2022 Incident Statistics

Department report

Engine 84 paperwork is done and we have a build number

Chief Tracy finished his last official day in the office. He is set to retire in March of 2023.

For the month of December, we responded to 505 calls. Average 16.83 per day.

For the year 2022

We saw an 8.5% increase in EMS calls from year 21 and a 14.1% in fire calls.

We averaged 13.60 calls per day. 9.16 medical and 4.44 fire/other call types.

Our average turnout time was 1:24 this is for all calls.

Our average response time was 6:11. This is from the time the call is dispatched until we make to the scene.

We had 10,412 apparatus responses

Started construction of new Fire Headquarters



Purchased new apparatus to replace Engine, Ambulance and Ladder. Updated some other fleet vehicles as well.



Westfield Fire 2022 Incident Statistics

Training and Public Education

The department as a whole had 30,554 logged training hours for 2022.

The department logged & conducted 313 public education events for 376 hours in 2022.

The department was responsible for hiring 13 people in 2022, with 4 different recruit / lateral classes.

Jan

Eli Rivera

Cody Shipley

Mickey Markley

Craig Burke

June

Claude Hedlund

Patrik Seal

August

Abby Poynter

Zach Keller

Abe Westerman

Josh Shrum

November

Ethan Griffith

Colton Howard

Dan Lambert

EMS

Hired our first Emergency Services Social Worker Jaime Pristasch

Jaime is a welcome addition to our team and we are only beginning to scratch the surface. In 2022 as of November we responded to 98 Mental/Emotional type calls and 26 overdose runs. With her background and connections, she is going to be integral to assist the us and the public. With that being stated, we have established a group within the city to develop a better way to deal with behavioral and mental wellness. I am excited for what the future holds.

The EMS division successfully completed education of the North Side Recruit Academy and 100% of the students passed the National Registry. This is a difficult feat and I want to recognize the EMS division for all of there work.

The EMS division also completed the credentialing process to get the MIH program certified and recognized by the State and the EMS commission. We are one of only a few credentialed programs in the State.



Westfield Fire 2022 Incident Statistics

Inspections Division

Total inspections in 2022 done by the division (this includes initial and reinspections).

Inspections 2057

Construction Finals 59

Operations

New Low Friction, High GPM (New Hose)

Review and evaluation of hose loads

Updated hose loads to increase effectiveness and efficiency

Review and updated Standard Company Function

New water rescue craft and equipment

New nozzles that will deliver a high flow stream at reduced nozzle pressure, reduce work on the firefighter.

Update Technical Rescue equipment for Rope, Trench and confined space.

Promotion processes for Engineer, Lt, Capt and BC with promotions in each level

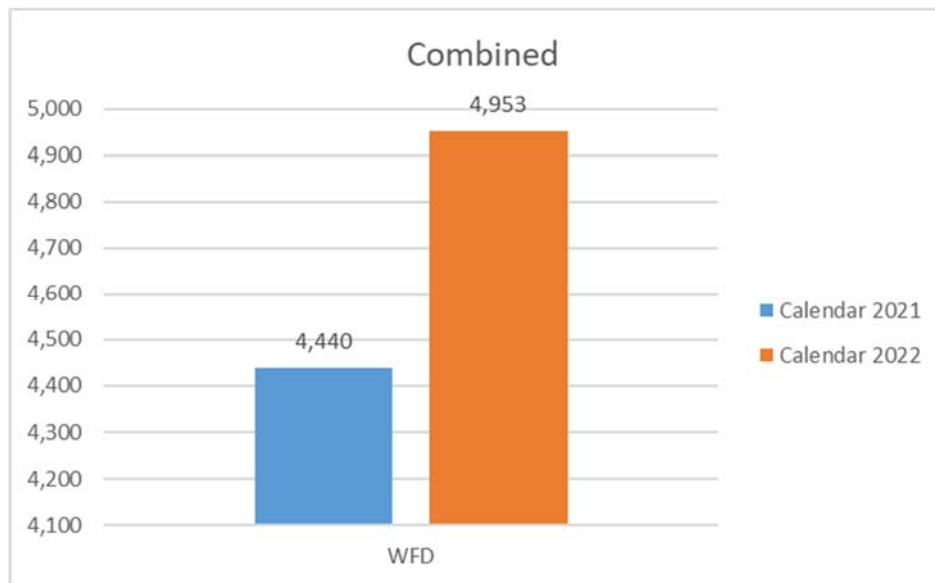
40 plus hour officer development program (Harper)



Westfield Fire 2022 Incident Statistics

Run Data

2021 versus 2022



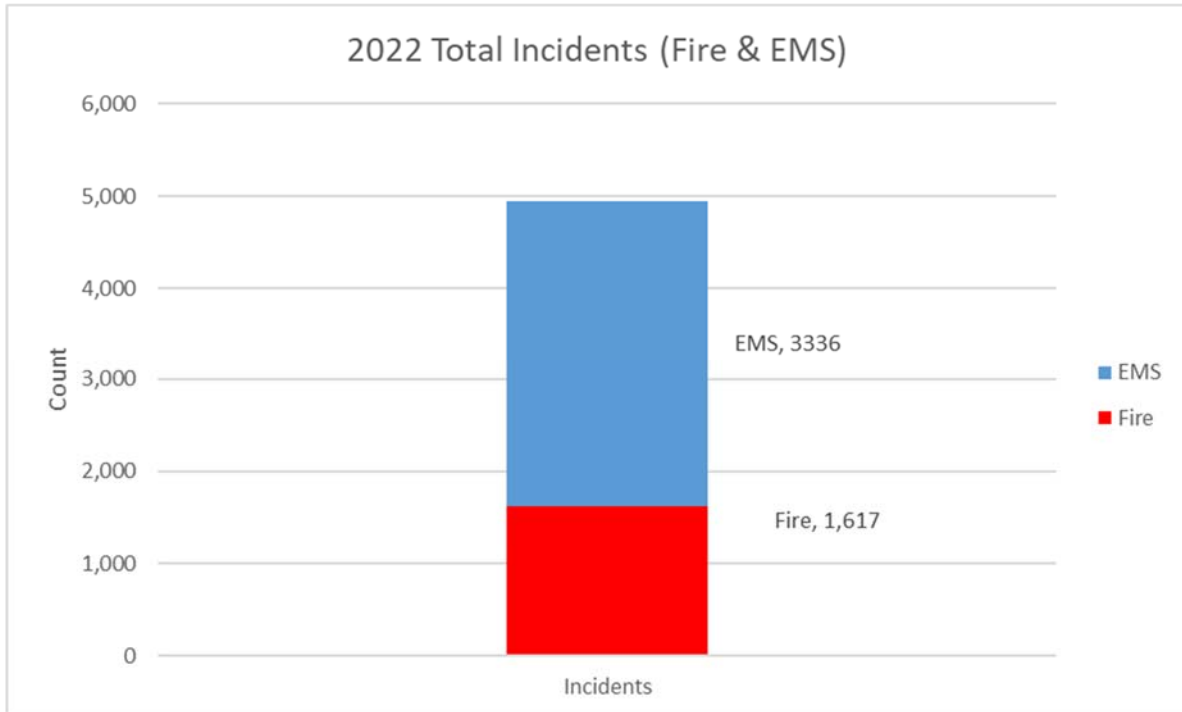


Westfield Fire 2022 Incident Statistics





Westfield Fire 2022 Incident Statistics



Incident Type	Incident Count	% of total Incident
Fire	1,617	33%
EMS	3336	67%
Total	4953	



Westfield Fire 2022 Incident Statistics

Runs per apparatus and district

Row Labels	381	382	383	Unknown	Grand Total
29010	2,003	1,889	1,013	23	4,928
E383	209	124	874		1,207
E382	120	1,376	45		1,541
E381	1,455	244	116	1	1,816
EDO308	396	222	146	23	787
M382	177	1,108	330		1,615
M381	1,177	255	295		1,727
L381	435	152	99		686
BAT308	203	96	78		377
Grand Total	2,003	1,889	1,013	23	4,928

Shift data

Row Labels	381	382	383	Unknown	Grand Total
29010	673	621	318	3	1,615
E383		74	47	275	396
E382		44	446	10	500
E381		500	87	41	628
EDO308		119	68	48	238
M382		62	366	101	529
M381		418	78	90	586
L381		152	63	34	249
BAT308		71	28	24	123
Grand Total	673	621	318	3	1,615

A shift



Westfield Fire 2022 Incident Statistics

Row Labels	381	382	383	Unknown	Grand Total
☐ 29010	670	613	351	19	1,653
E383	76	34	303		413
E382	35	459	18		512
E381	489	66	36	1	592
EDO308	145	77	49	19	290
M382	62	383	113		558
M381	396	69	93		558
L381	132	40	41		213
BAT308	69	32	26		127
Grand Total	670	613	351	19	1,653

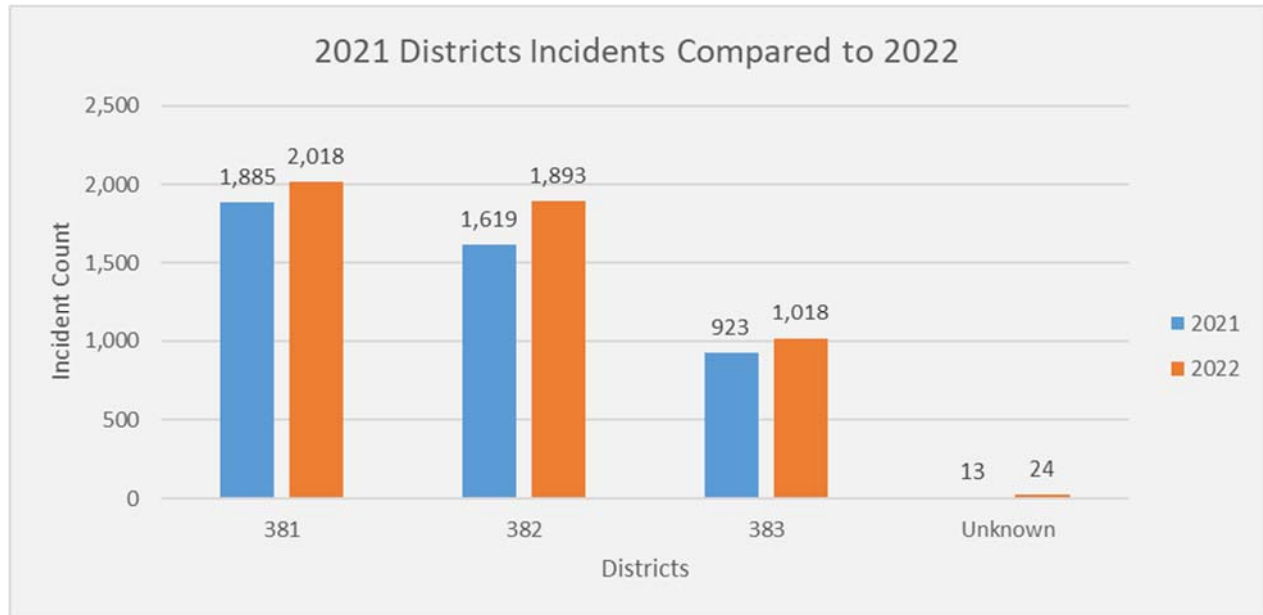
B shift

Row Labels	381	382	383	Unknown	Grand Total
☐ 29010	660	655	344	1	1,660
E383	59	43	296		398
E382	41	471	17		529
E381	466	91	39		596
EDO308	132	77	49	1	259
M382	53	359	116		528
M381	363	108	112		583
L381	151	49	24		224
BAT308	63	36	28		127
Grand Total	660	655	344	1	1,660

C Shift



Westfield Fire 2022 Incident Statistics



District	2021	2022	Increase/ decrease	% increase /%decrease
381	1,885	2,018	133	7%
382	1,619	1,893	274	17%
383	99	86	-13	-13%
Total	3,603	3,997	394	10.94%



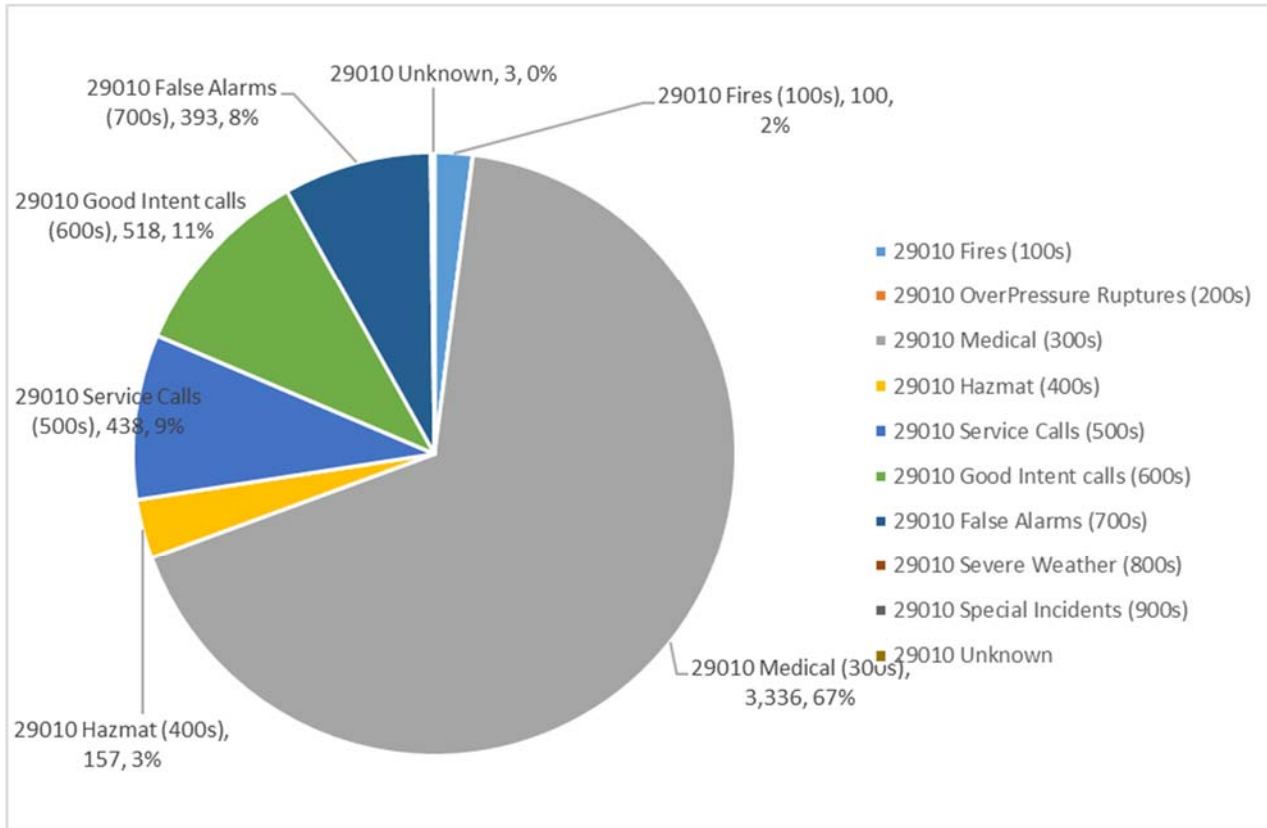
Westfield Fire 2022 Incident Statistics



Property Loss	Total Pre-Incident Value	% of Property value saved
\$ 1,191,500.00	\$ 13,629,680.00	91.26%



Westfield Fire 2022 Incident Statistics



Call Type	Incident Count	% of total calls
Medical	3336	67.42%
Good Intent	518	10.47%
Service Calls	438	8.85%
False Alarm	393	7.94%
Hazmat	157	3.17%
Fires	100	2.02%
Severe Weather	6	0.12%
Total	4948	

100 fire incidents with 21 of them being structure fires

212 motor vehicle accidents with 133 resulting in injury



Westfield Fire 2022 Incident Statistics

False Residential Fire Alarm Calls

Row Labels	Incident Count
WFD	165
715 Local alarm system, malicious false alarm	1
730 System malfunction, other	3
733 Smoke detector activation due to malfunction	24
734 Heat detector activation due to malfunction	2
735 Alarm system sounded due to malfunction	34
736 CO detector activation due to malfunction	17
740 Unintentional transmission of alarm, other	10
743 Smoke detector activation, no fire - unintentional	19
744 Detector activation, no fire - unintentional	5
745 Alarm system activation, no fire - unintentional	32
746 Carbon monoxide detector activation, no CO	18
Grand Total	165

165 Residential Alarms

False Commercial Fire Alarm Calls

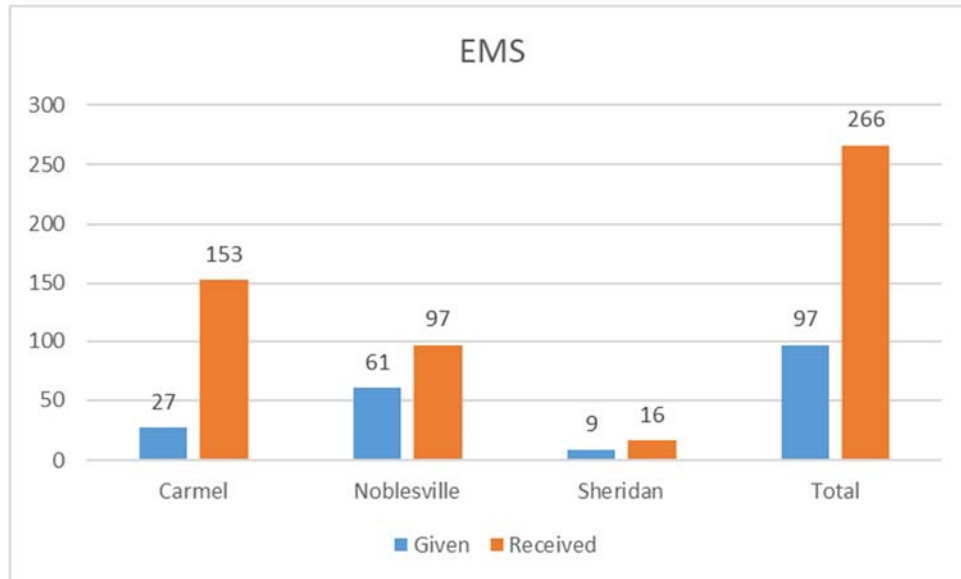
Row Labels	Incident Count
WFD	228
710 Malicious, mischievous false call, other	1
714 Central station, malicious false alarm	1
715 Local alarm system, malicious false alarm	2
721 Bomb scare - no bomb	1
731 Sprinkler activation due to malfunction	10
733 Smoke detector activation due to malfunction	12
734 Heat detector activation due to malfunction	1
735 Alarm system sounded due to malfunction	58
736 CO detector activation due to malfunction	2
740 Unintentional transmission of alarm, other	23
741 Sprinkler activation, no fire - unintentional	6
743 Smoke detector activation, no fire - unintentional	17
744 Detector activation, no fire - unintentional	5
745 Alarm system activation, no fire - unintentional	87
746 Carbon monoxide detector activation, no CO	2
Grand Total	228

228 Commercial False Alarms



Westfield Fire 2022 Incident Statistics

Mutual Aid data
EMS

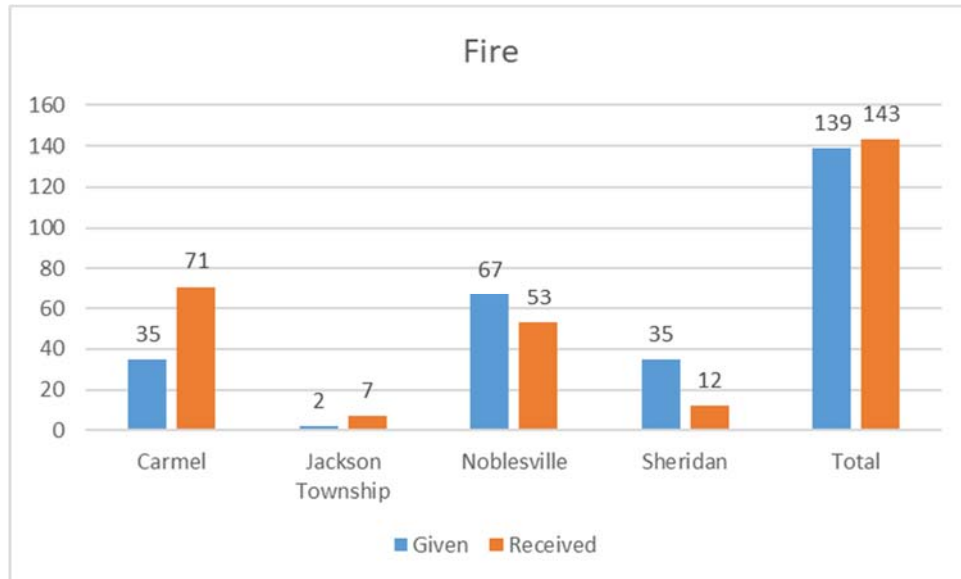


	Given	Received
Carmel	27	153
Noblesville	61	97
Sheridan	9	16
Total	97	266



Westfield Fire 2022 Incident Statistics

Mutual Aid Data Fire Incidents

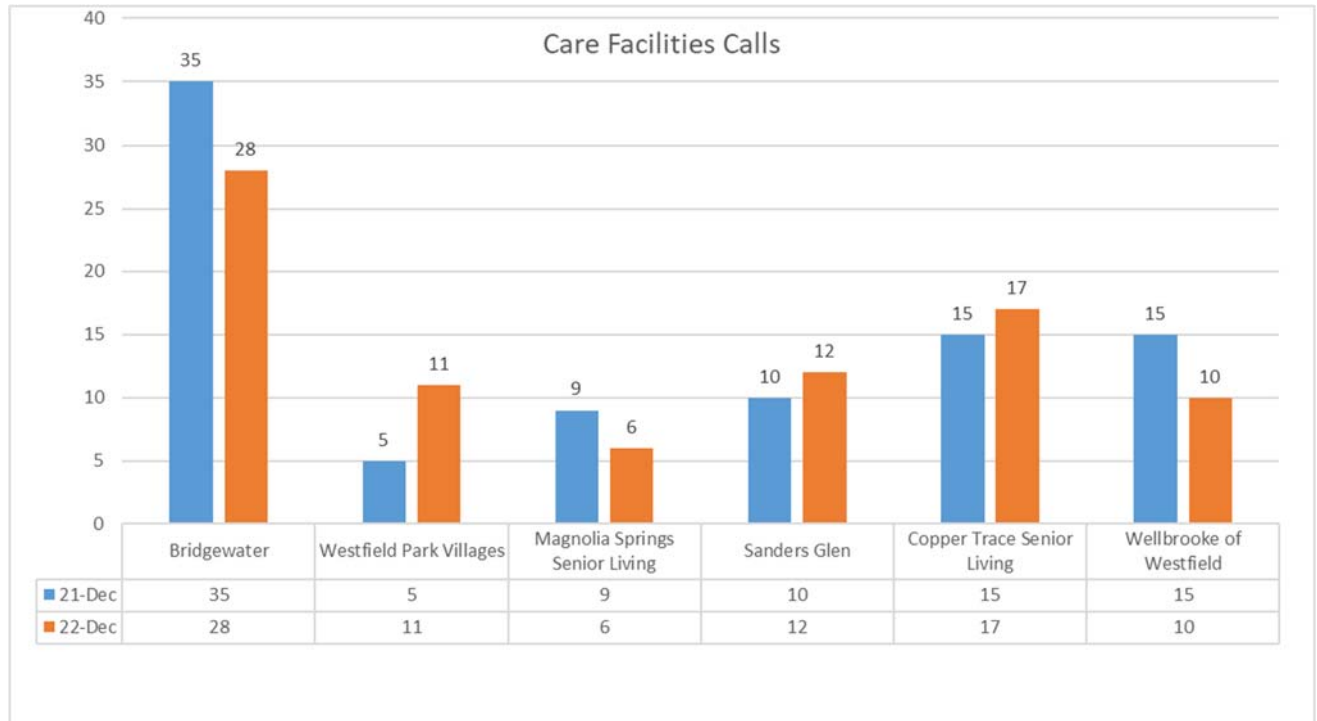


	Given	Received
Carmel	35	71
Jackson Township	2	7
Noblesville	67	53
Sheridan	35	12
Total	139	143



Westfield Fire 2022 Incident Statistics

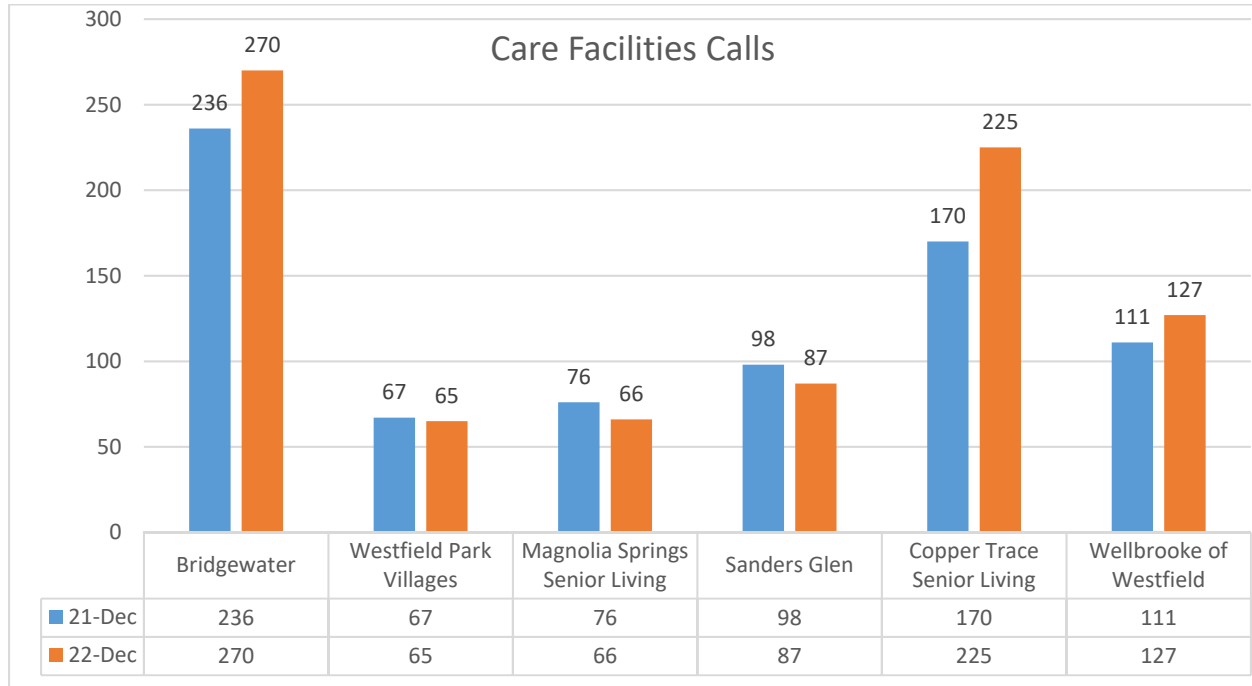
Care Facility



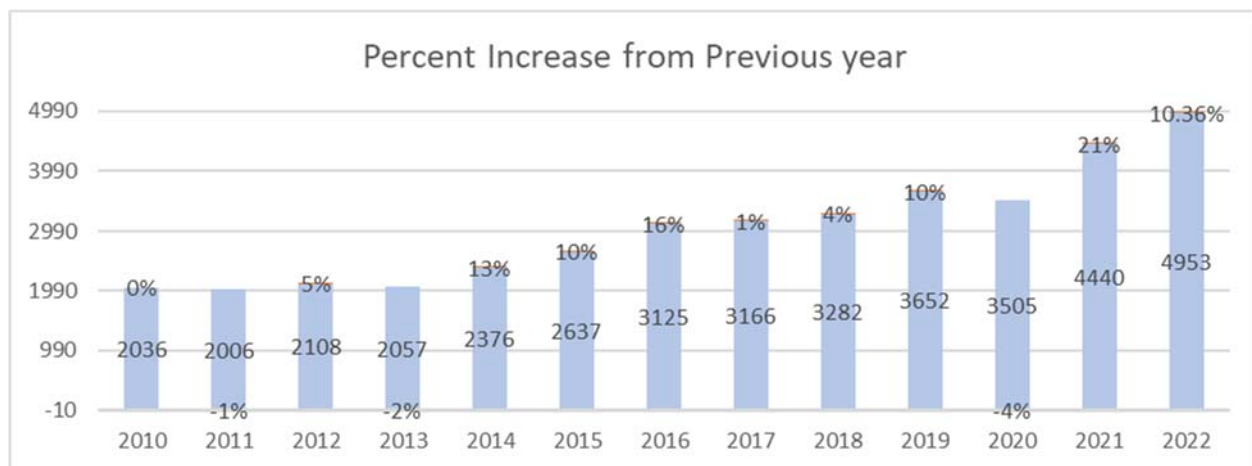
December



Westfield Fire 2022 Incident Statistics

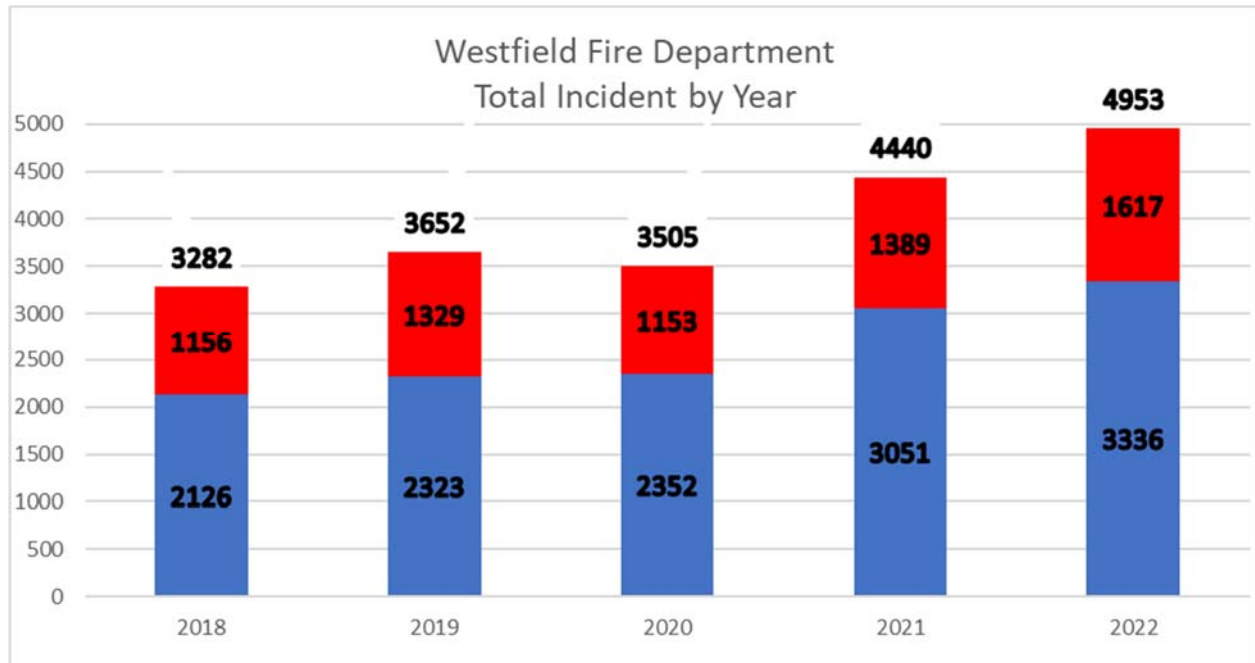


2022





Westfield Fire 2022 Incident Statistics





January 23, 2023

GAI Project No. R221031.00

Mr. Johnathon Nail, P.E.
Director of Public Works
City of Westfield
2706 East 171st Street
Westfield, Indiana 46074

**Fee Proposal
Bridge Replacement
Cherry Street over Grassy Branch**

Dear Mr. Nail:

This letter is our scope and fee proposal for GAI Consultants, Inc. (GAI) to provide professional engineering services for the replacement of the existing structure that carries Cherry Street over Grassy Branch.

Project Understanding

This project involves the replacement of the existing structure that carries Cherry Street over Grassy Branch in downtown Westfield, Indiana. The crossing is located on Cherry Street approximately 0.11 miles south of SR 32. The existing structure is a single span (~18 feet long) cast in place concrete structure. With a span less than 20 feet, the structure is not currently in the County Bridge Inventory. The project is to be funded with local funds.

It is an overarching goal of this bridge replacement project to evaluate and/or improve the existing hydraulic conditions such that the adjacent property in the southwest quadrant of the project could feasibly be developed. Floodplain changes will need evaluated and documented. It is estimated that this bridge was once undersized and creates a pinch point for the floodplain. While it is assumed that a proposed structure will require significant increases in span length, the extent of its hydraulic inadequacy will need studied. Recent changes to the hydraulics on Grassy Branch associated with the Grand Junction project will be evaluated during hydraulic analysis for this bridge. This region of Grassy Branch is a regulated drain (Anna Kendall Drain), and therefore Surveyor's Office Coordination will be required.

The urban setting for this bridge in close proximity to the Midland Trace Trail creates a desire to incorporate pedestrian facilities to the bridge and reconstructed approach roadway.

The scope of services in this proposal are for Phase 1 of project development and include services from Notice to Proceed (NTP) through a Scoping Report (15% level completion). At completion of Phase 1 Services, we will have completed Topographic Survey (no LCRS Plat), Hydraulic Analysis, and Bridge/Road Design (Scoping Report). Effort has been included in Phase 1 to account for a preliminary assessment of the project from other disciplines including environmental, permitting, and utility coordination. However, a detailed scope and fee for those complete services will not be included until Phase 2 of this project.

Scope of Services

1.0 Topographic Survey

- Topographic Survey will be performed by Etica. Their detailed scope and fee proposal for this task is included in Exhibit B.

2.0 Hydraulics

- Review of the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Effective November 19, 2014 indicates that both the existing bridge over Cherry Street and the entire adjacent southwest property are located in the Regulatory Floodway for Anna Kendall Drain. However,

there is a currently a Conditional Letter of Map Revision (CLOMR) in approval that remaps the floodway and floodplain and establishes base flood elevations (BFEs) for Anna Kendall Drain through the Project area.

- The CLOMR, prepared by Clark Dietz on June 22, 2022, was submitted to assess seven developments in the floodway of Anna Kendall Drain located upstream of the Cherry Street Bridge. GAI obtained and reviewed the CLOMR and found that the hydraulic modeling efforts for the study include the entire reach of Anna Kendall Drain (from the downstream confluence with Cool Creek to the 186th Street bridge) and FEMA's mapping in the area of the Cherry Street Bridge referenced above is proposed to be updated as part of the CLOMR process.
- The Existing Conditions Hydraulic Model presented in the CLOMR includes revisions to seven existing structures and the addition of four new structures located upstream of Cherry Street. Because several of these projects were in construction or already constructed at the time of the CLOMR, there is no proposed conditions model as part of the CLOMR effort, and the Existing Model is intended to represent the completed condition of each Project. In the area of the Cherry Street bridge the CLOMR model accounted for updated topography (one-foot contour data from Hamilton County) and ineffective flow areas to represent areas blocked by buildings, the existing bridge, and fencing on the southwest property to be evaluated for development.
- Thus, the Existing Conditions Hydraulic Model presented in the CLOMR is proposed to be used as the Existing Conditions Hydraulic Model for the Cherry Street Bridge Evaluation with the following modifications proposed:
 - Additional Cross Sections will be added to fully bound and accurately represent the existing fence on the southwest property; and
 - Bridge, roadway, and channel data from the topographic survey will be incorporated.
- According to U.S. Geological Survey (USGS) StreamStats, the drainage area to the Cherry Street Bridge is approximately 2.98 square miles. This watershed correlates to the drainage areas and corresponding peak flow rates along the reach published in the FEMA Flood Insurance Study (FIS), which were also utilized in the CLOMR and previously approved by Indiana Department of Natural Resources (IDNR). Thus, the same peak flow rates will be utilized for the Cherry Street Bridge evaluation. If additional hydrologic analysis of peak flow rates is required to support the project, that work can be conducted under a supplemental effort.
- The Existing Conditions Model described above will be utilized to evaluate both the surcharge and backwater caused by the existing bridge structure and the hydraulic effects of the existing fence located on the subject property for development. The floodplain and floodway boundaries will be shown on aerial map along with the bridge and property to be developed for demonstration.
- Pending the above, up to three conceptual proposed conditions hydraulic models will be developed with the goal of developing a conceptual hydraulic solution to allow for future development on the subject parcel. The following concepts will be evaluated:
 - Replacement of the Cherry Street bridge with a structure with a significantly larger hydraulic opening to reduce backwater. This option may require placement of fill in the floodway to raise roadway approaches, but it could reduce BFEs significantly enough to reduce the floodway area upstream of the bridge allowing for construction of the desired development.
 - Replacement of the bridge in-kind and development on the southwest property outside the delineated floodway boundary, or in a manner to result in no increase in BFE. This option will be largely dependent on the extent of the existing fencing and the corresponding obstruction to flow.
 - A combination of a bridge replacement with a slightly longer span and site grading to result in no increase in BFE.
- The conceptual options and corresponding floodway and floodplain boundaries will be presented to the City of Westfield on Figures for review and discussion.
- Upon selection of a proposed alternative, results of the existing and proposed hydraulic analysis will be summarized in a report and submitted to the City of Westfield for review.
- The selected alternative will be presented to IDNR to obtain feedback and discuss CLOMR requirements to permit the Project. GAI assumes the report and figures above will be sufficient to

facilitate the IDNR discussion, and only time for coordination with IDNR has been included in the fee proposal. Time to prepare CLOMR materials to support the development (floodplain map comparisons, encroachment tables) are not included in this scope and fee but can be provided under a supplemental effort.

- Anna Kendall Drain is a Legal Drain. GAI will coordinate with the County Surveyor's Office for all discussions relating to stormwater management, dewatering, and riprap protection.

3.0 Design and Plan Development

- Design and plan development services will utilize the following for work activities and submittals:
 - + Scoping Report Submittal (15%)
 - + Remaining Submittals will be defined in a subsequent contract amendment
- It is anticipated that channel clearing and an increase in the existing bridge span will be required to obtain the desired hydraulic outcome for this project. Concurrent with the Scoping Report development, a detailed hydraulic analysis will be performed to assess various bridge span arrangements and structure types for a given cross section.
- It is anticipated that the project will be constructed under a road closure and traffic detoured.
- It is assumed that the City of Westfield will provide a proposed pavement section.
- It is assumed that no on-street parking will be incorporated into the project limits.
- Cross section geometrics are assumed to be a curbed section with pedestrian facilities on one, or both sides of the road. Specifics of the proposed typical section will be coordinated with the City of Westfield.
- Traffic Data is not readily available for this structure via INDOT TCDS or Bridge SIA Report. It is assumed that no traffic data collection will be required by GAI.
- Tasks associated with the above submittals include:
 - + Completion of a structure size and type evaluation to assess bridge alternatives (span configurations and superstructure types – 3 max)
 - + A preliminary generic layout sheet and general plan sheet will be prepared to convey the alternatives evaluated in the scoping phase.
 - + A scoping report document will be prepared to convey a summary of all notable project constraints available to GAI at this early stage of project development. This scoping report will be focused on the bridge and roadway geometrics and different from the Hydraulic Analysis Report submitted under separate cover.
 - + GAI Environmental staff will assess any potential impacts, begin early coordination (if-required), and provide a summary of estimated permitting needs based on the structure size and type findings.
 - + GAI Utility Coordination staff will perform a preliminary level of coordination necessary to identify which utilities exist, which are in conflict, and assess a conceptual relocation strategy (if-required). This will assist in defining potentially critical items that could affect the anticipated project cost and geometrics. Remaining Utility Coordination efforts will be supplemented in subsequent project phases.
 - + GAI will perform a desktop review of existing right-of-way based on information available in GIS and will summarize estimated right-of-way impacts in the scoping report.
 - + GAI will perform initial coordination with the Surveyor's Office regarding a proposed structure and their requirements for dredging/permitting.
 - + GAI will prepare a comparative cost estimate of the structural alternatives considered.
 - + GAI will prepare a more detailed estimate of probable cost for the recommended alternative.
 - + GAI will prepare a preliminary level one checklist and supporting computations for criteria that can be assessed at this early level of completion. While this project is not federally funded and not submitted through INDOT, we propose preparing this checklist to summarize and convey the project's anticipated conformance with Level 1 criteria (INDOT or County Standards).

- + Project Site Visit and Walkthrough with Client following the submission of our Scoping Report and Hydraulics Report to discuss results, recommendations, and next steps.

Compensation

The tables below outline our proposed fees for the services outlined herein with a Total NTE Fee of \$46,600.00 on a lump sum basis. The manhour fee justification is included as Exhibit B.

GAI CONSULTANTS, INC.

PROJECT: Cherry Street Bridge over Grassy Branch; City of Westfield, Indiana

Section	Item	Fee Type	Total Amount
1.0	Topographic Survey	LSUM	\$14,700.00
2.0	Bridge Hydraulics	LSUM	\$14,500.00
3.0	Design and Plan Development	LSUM	\$17,400.00
TOTAL NTE			\$46,600.00

Schedule of Deliverables

- Anticipated Notice To Proceed (NTP) February 1, 2023
- Topographic Survey 60 days after NTP
- Hydraulics Analysis & Report 135 Days after NTP
- Scoping Report Submittal (15%) 180 Days after NTP
- Subsequent Submittals TBD

Please do not hesitate to contact the undersigned at 317.436.4856 if there are any questions or you wish to discuss this Proposal. If this Proposal is acceptable, please sign where indicated below and return one copy for our file. This will also serve as authorization for GAI to proceed. GAI's performance of the Scope of Services will be governed by the GAI Standard Terms and Conditions for Professional Services, attached hereto as Exhibit A and incorporated herein by reference.

Sincerely,

GAI Consultants, Inc.

REQUESTED AND AUTHORIZED BY:

City of Westfield, Indiana

Kyle M. Pearl, PE, SE
Project Manager

Jonathon Nail, City Engineer
City of Westfield

Scott F. Hornsby, PE
Vice President

SFH/KMP:kam

Attachment: Exhibit A- GAI Standard Terms and Conditions for Professional Services
Exhibit B- Manhour Justification
Exhibit C- Statutory Requirements

EXHIBIT A
GAI Standard Terms and Conditions
for Professional Services

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

1. Scope of Services and Extent of Agreement - GAI shall perform the Services as described in GAI's Proposal to which these Terms and Conditions are attached for the specified Project, incorporated herein by reference.

No modification or changes to these Terms and Conditions may be made except by written instrument signed by the parties. CLIENT acknowledges that he/she/it has read these Terms and Conditions, understands them, agrees to be bound by them, and further agrees that they are the complete and exclusive statement of the AGREEMENT between the parties, superseding all proposals, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.

2. Compensation – GAI hereby agrees to accept and CLIENT agrees to pay the compensation on either a time (hourly) and expense basis in accordance with GAI's rates in effect at the time of performance, or lump sum basis as set forth in GAI's Proposal to perform the Services.

If GAI's services are performed on an HOURLY BASIS, GAI will be paid for all time rendered to the project, including project scoping by professional, technical, and clerical personnel in accordance with the attached Hourly Rate Schedule. Time required for personnel of GAI to travel between GAI's office and the Site (or any other destination applicable to the project) is charged in accordance with the rates shown in the attached Hourly Rate Schedule. If overtime for non-exempt personnel (as defined by statute) is required, the overtime rate charged will be 1.50 times the invoice rate shown on the attached Hourly Rate Schedule.

3. Invoicing/Payment

- A. GAI will submit invoices periodically, but not more frequently than every two weeks, for Project services performed during the period or upon completion of the Project, whichever is earlier.
- B. Invoices are due and payable in U.S. dollars within 30 days from date of invoice. All charges not paid within 30 days are subject to a service charge of 1-1/2 percent per month or a fraction thereof, plus all costs and expenses of collection, including without limitation, attorneys' fees. In addition to the foregoing, should CLIENT fail to pay any invoice within 45 days of the invoice date, GAI may, in its sole discretion, upon 3 days written notice to CLIENT, stop work and recover from CLIENT payment for all services performed prior to the work stoppage, plus all amounts for interest, penalties and attorney's fees that may be recoverable under applicable law, including without limitation, prompt payment and/or lien laws. GAI will resume performance once CLIENT pays all outstanding amounts due plus any advance payment(s) or other security in GAI's sole discretion deemed necessary by GAI.
- C. CLIENT will be invoiced for external expenses, such as travel, lodging, sub-contracted services, etc., at direct cost plus a 10% handling and administrative fee.
- D. Payments shall include the GAI invoice number and be mailed to 385 East Waterfront Drive, Homestead, PA, 15120, to the attention of Accounts Receivable.

4. Changes – CLIENT and GAI may make additions to the scope of work by written Change Order. CLIENT may omit work previously ordered by written instructions to GAI. The provisions of these Terms and Conditions, with appropriate changes in GAI's Compensation and Project Schedule, shall apply to all additions and omissions.

5. CLIENT Responsibilities – CLIENT represents, with the intent that GAI rely thereon, that it has sufficient financial resources to pay GAI as agreed to in these Terms and Conditions and, as applicable and necessary for GAI to perform its services, CLIENT will:

- A. Provide all criteria and full information as to its requirements for GAI's services, including design or study objectives, constraints,

third party certification requirement(s), standards or budget limitation(s).

- B. Assist GAI by placing at its disposal all available information pertinent to the Project and/or GAI's services including the actual or suspected presence of hazardous waste, materials or conditions at or beneath the Project site, record ("As-Built") drawings, surveys, previous reports, exploration logs of adjacent structures and any other data relative to the Project. Unless otherwise noted, GAI may rely upon such information.
- C. Upon identification by GAI and approval by CLIENT of the necessity and scope of information required, furnish GAI with data, reports, surveys, and other materials and information required for this Project, all of which GAI may rely upon in performing its services, except those included in GAI's scope of services.
- D. Guarantee access to the property and make all provisions for GAI to enter upon public and private lands and clear all exploration location(s) for buried utilities/piping/structures as required for GAI to perform its services under these Terms and Conditions.
- E. Examine all studies, reports, sketches, opinions of the construction costs, specifications, drawings, proposals and other documents presented by GAI to CLIENT and promptly render in writing the decisions pertaining thereto within a period mutually agreed upon.
- F. Designate in writing a person to act as CLIENT'S representative with respect to the services to be rendered under these Terms and Conditions. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to materials, equipment, elements and systems pertinent to GAI's services.
- G. Give prompt written notice to GAI whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of GAI'S services, or any defect in the Project or work of Contractor(s).
- H. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- I. Furnish such legal and insurance counseling services as CLIENT may require for the Project.
6. Schedule/Delays – GAI shall commence performance upon receipt of the CLIENT's written authorization to proceed and shall perform its professional services in accordance with the schedule set forth in its Proposal, provided however, the performance of these Terms and Conditions, except for the CLIENT's payment of money for services already rendered, shall be excused in the event performance of these Terms and Conditions is prevented or delays are occasioned by factors beyond GAI's control, or by factors which could not reasonably have been foreseen at the time this Exhibit A was prepared and executed. The delayed party's performance shall be extended by the period of delay plus a reasonable period to restart operations.
7. Document Ownership, and Reuse
- A. All reports, drawings, specifications, manuals, learning and audio/visual materials, boring logs, field data, laboratory test data, calculations, estimates, and other documents (collectively "Work Product") prepared by GAI are instruments of service shall remain the property of GAI. Unless otherwise notified by CLIENT, GAI will retain all pertinent records relating to the Services performed for a period of two (2) years following submission of the report, design documents or other project deliverables, during which period the records will be made available at GAI's office to the CLIENT at reasonable times.

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

- B. Any reuse of the Work Product described above without written verification or adaptation by GAI, as appropriate, for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to GAI. CLIENT shall indemnify and hold harmless GAI from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any future verification or adaptation of such Work Product will entitle GAI to further compensation at rates to be agreed upon by CLIENT and GAI.
- C. Unless specified otherwise in GAI's Proposal, GAI will dispose of all materials and samples obtained in the investigation portion of the project 90 days after completion of the report. Further storage or transfer of samples will be made at CLIENT's expense.
- D. CLIENT recognizes that site conditions where samples and data are gathered do vary with time and that particularly subsurface conditions may differ from those encountered at the time and location where explorations or investigations are made and, therefore, the data, interpretations, and recommendations of GAI are based solely on the information available at the time of the investigation. GAI shall not be responsible for the interpretation by others of the information it develops.
8. Standard of Performance – GAI will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the time and place where the Services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. Insurance
- A. GAI shall procure and maintain such insurance as is required by law as of the date first written above and during the performance of the Agreement, and subject to the terms and conditions of the policies, keep in force the following insurance:
- Worker's Compensation Insurance with other State's endorsement, including Employer's Liability Insurance for its employees in the amount of \$500,000; Comprehensive General Liability Insurance, including Protective and Completed Operations, covering bodily injuries with limits of \$1,000,000 per occurrence, and property damage with limits of \$1,000,000 per occurrence; Comprehensive Automobile Liability Insurance, including operation of owned, non-owned and hired automobiles, with combined single limits for bodily injury and property damage of \$1,000,000 per occurrence; Excess Umbrella Liability Insurance with limits of \$1,000,000 in the aggregate.
- B. If CLIENT requires additional types or amounts of insurance coverage, GAI, if specifically directed by CLIENT, will purchase additional insurance (if procurable) at CLIENT's expense; but GAI shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of GAI's insurance specified above.
- C. CLIENT will require that any Contractor(s) performing work in connection with GAI's Services will name GAI as an additional insured on their insurance policies. In addition, in any hold-harmless agreements between CLIENT or Owner and any contractor who may perform work in connection with any professional services rendered by GAI, CLIENT will require such contractor(s) to defend and indemnify GAI against third party suits.
- D. It is agreed that GAI shall have no responsibility: 1) To supervise, manage, direct, or control CLIENT or its Contractors', subcontractors' or their employees; 2) For any of CLIENT's or its contractors, subcontractors or agents or any of their employees' safety practices, policies, or compliance with applicable Federal, State and/or local safety and health laws, rules or regulations; 3) For the adequacy of their means, methods, techniques, sequencing or procedures of performing their services or work; or 4) For defects in their work.
10. Indemnity – Subject to the Limitation(s) of Liability provision(s) below in Articles 11 and 12, GAI agrees to indemnify and hold harmless CLIENT, and its officers, directors, and employees from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses including reasonable attorneys' fees, or other loss (collectively "Losses") to the extent caused by GAI's negligent performance of Services under these Terms and Conditions.
11. Limitation of Liability – In the event of any loss, damage, claim or expense to CLIENT resulting from GAI's performance or non-performance of the professional services authorized under these Terms and Conditions, GAI's liability whether based on any legal theory of contract, tort including negligence, strict liability or otherwise under these Terms and Conditions for professional acts, errors, or omissions shall be limited to the extent any such claims, damages, losses or expenses result from the negligent act, errors or omissions of GAI or its employees occurring during performance under these Terms and Conditions. The total cumulative liability of GAI arising out of professional acts, errors, or omissions shall not exceed the greater of \$50,000 or two times the total compensation GAI receives from CLIENT under these Terms and Conditions. GAI's aggregate liability for all other acts, errors, or omissions shall be limited to the coverage and amounts of insurance specified in Article 9, above. The limitations stated above shall not apply to the extent any damages are proximately caused by the willful misconduct of GAI and its employees.
12. Disclaimer of Consequential Damages – Notwithstanding anything to the contrary in these Terms and Conditions, neither party shall have any liability to the other party for indirect, consequential or special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, increased cost of operations or costs of shutdown or startup whether such damages are based on contract, tort including negligence, strict liability or otherwise.
13. Probable Construction Cost Estimates – Where applicable, statements concerning probable construction cost and detailed cost estimates prepared by GAI represent its judgment as a professional familiar with the construction industry. It is recognized, however, that neither GAI nor CLIENT has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, GAI cannot and does not guarantee that bids, proposals, or actual costs will not vary from any statement of probable construction cost or other cost estimate prepared by it.
14. Confidentiality/Non-Disclosure – GAI shall not disclose, or permit disclosure of any information developed in connection with its performance under these Terms and Conditions or received from CLIENT or the PROJECT OWNER, or their affiliates, subcontractors, or agents designated by CLIENT as confidential, except to GAI's employees and subcontractors who need such information in order to properly execute the services of these Terms and Conditions, and shall require any such of its employees and subcontractors and their employees not to disclose or permit disclosure of any of such information, without the prior written consent of CLIENT. The foregoing shall not prohibit GAI from disclosing information in response to any Federal, State or local government directive or judicial order, but in the event GAI receives or is threatened with such an order or has actual knowledge that such an order may be sought or be forthcoming, GAI shall immediately notify CLIENT and assist CLIENT in CLIENT's undertaking such lawful measures as it may desire to resist the issuance, enforcement and effect of such an order. GAI's obligation to resist such an order and assist CLIENT and the PROJECT OWNER is contingent upon GAI receiving further compensation for such assistance plus all costs and expenses, including without limitation reasonable attorney's fees, incurred by GAI.

EXHIBIT A
GAI Consultants, Inc.
Standard Terms and Conditions
For Professional Services

15. Certifications – GAI shall not be required to execute any certification with regard to work performed, tested, and/or observed under these Terms and Conditions unless:

- A. GAI concludes that it has performed, tested and/or observed sufficient work to provide a sufficient basis for it to issue the certification; and
- B. GAI believes that the work performed, tested or observed meets the certification criteria; and
- C. GAI gave its written approval of the certification's exact form before executing these Terms and Conditions.

Any certification by GAI shall be interpreted and construed as an expression of professional opinion based upon the Services performed by GAI, and does not constitute a warranty or guaranty, either expressed or implied.

16. Miscellaneous Terms of Agreement

- A. These Terms and Conditions shall be subject to, interpreted, and enforced according to the laws of the Commonwealth of Pennsylvania without giving effect to its conflict of law principles. If any part of these Terms and Conditions shall be held illegal, unenforceable, void, or voidable by any court of competent jurisdiction, each of the remainder of the provisions shall nevertheless remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- B. Neither the CLIENT nor GAI may delegate, assign, sublet, or transfer their duties or interest as described in these Terms and Conditions and GAI's Proposal without the written consent of the other party. Both parties relinquish the power to assign and any attempted assignment by either party or by operation of law shall be null and void.
- C. These Terms and Conditions shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assignees. In the event that a dispute should arise relating to the performance of the Services to be provided under these Terms and Conditions and GAI's Proposal, and should that dispute result in litigation, it is agreed that each party shall bear its own litigation expenses, including staff time, court costs, attorneys' fees, and other claim-related expenses.
- D. CLIENT shall not assert any claim or suit against GAI after expiration of a Limitation Period, defined as the shorter of (a) three (3) years from substantial completion of the particular GAI service(s) out of which the claim, damage or suit arose, or (b) the time period of any statute of limitation or repose provided by law.

In the event of any claim, suit or dispute between CLIENT and GAI, CLIENT agrees to only pursue recovery from GAI and will not to seek recovery from, pursue or file any claim or suit, whether based on contract, tort including negligence, strict liability or otherwise against any director, officer, or employee of GAI.

- E. No modification or changes in the terms of this Agreement may be made except by written instrument signed by the parties. CLIENT acknowledges that they have read this AGREEMENT, understands it, agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the AGREEMENT between the parties superseding all work orders, oral or written understandings, or other prior agreements other than those above referred to and all other communications between the parties relating to the subject matter thereof.
- F. Either the CLIENT or GAI may terminate or suspend performance of these Terms and Conditions without cause upon thirty (30) days written notice delivered or mailed to the other party.
 - (1) In the event of material breach of these Terms and Conditions, the party not breaching the AGREEMENT may terminate it upon ten (10) days written notice delivered or

mailed to the other party, which termination notice shall state the basis for the termination. The AGREEMENT shall not be terminated for cause if the breaching party cures or commences to cure the breach within the ten day period.

- (2) In the event of the termination, other than caused by a material breach of these Terms and Conditions by GAI, CLIENT shall pay GAI for the Services performed prior to the termination notice date, and for any necessary services and expenses incurred in connection with termination of the project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination or subcontractor and/or subconsultant contracts. Such compensation shall be based upon the schedule of fees used by GAI.
- (3) In the event CLIENT delays providing written authorization to proceed within 45 days of the date of GAI's Proposal or suspends GAI's performance for 45 days or more after authorization has been given, GAI reserves the right, in its sole discretion, to revise its cost, compensation and/or hourly rates to its then current rates prior to resuming performance under these Terms and Conditions.
- G. All notices required to be sent hereunder shall be either hand delivered, with signed receipt of such hand delivery, or sent by certified mail, return receipt requested.
- H. The paragraph headings in these Terms and Conditions are for convenience of reference only and shall not be deemed to alter or affect the provisions hereof.
- I. Unless expressly stated to the contrary, the professional services to be provided by GAI do not include meetings and consultations in anticipation of litigation or arbitration or attendance as an expert witness in any deposition, hearing, or arbitration. If requested, these services will be provided by an amendment to these Terms and Conditions, setting forth the terms and rates of compensation to be received by GAI.
- J. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT, the PROJECT OWNER if different than CLIENT and GAI.
- K. GAI is an Equal Opportunity Employer. GAI complies with the Office of Federal Contract Compliance Programs Affirmative Action Programs as outlined in 41 CFR 60-1.4(a)(b), 41 CFR 60-250.5(a)(b), and 41 CFR 60-741.5(a)(b).

END OF TERMS AND CONDITIONS

EXHIBIT B

Manhour Justification



Corporate Office

8720 Castle Creek Pkwy E Dr. Suite 400.
Indianapolis, IN 46250317.466.9520
www.eticagroup.com
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1/9/23

Kyle Pearl, PE SE
Project Manager
GAI Consultants
9998 Crosspoint Blvd, Suite 110
Indianapolis, IN 46256

Re: Project: Cherry Street over Grassy Branch-Westfield
Etica Group No. 230002

Dear Mr. Pearl:

Specifically requested are fees for the survey services for the above reference project as located in Morgan County. A summary of the survey services includes:

- Topographic Survey (Digital) of the survey limits

OVERALL PROJECT SCOPE, ASSUMPTIONS AND EXCLUSION ATTACHMENT

The document is made part of and in conjunction with the fee justification documents and / or schedule as prepared for these survey services.

SURVEY FEE

The estimated fees as presented below are based upon the criteria stipulated in this scoping document, along with the rates provided in the attached fee schedules. If rates vary, or the amount of effort changes due to conditions or revisions, this fee will be modified.

- Topographic Survey = **\$14,745**

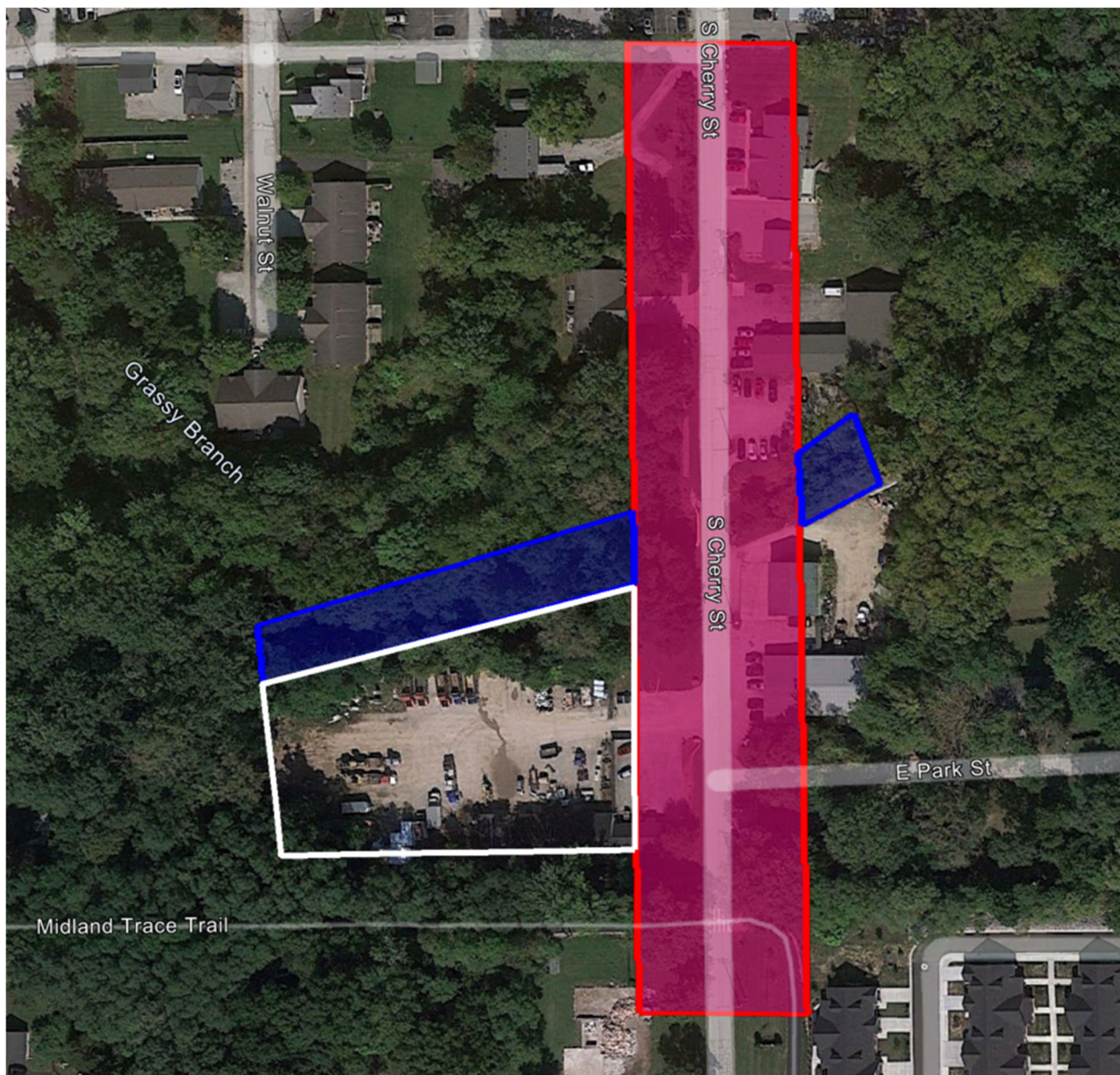
LAND SURVEYING LIMITS

The survey limits and the manhour fee justification are based upon information provided by GAI Consultants via email on 12/29/22. A survey location map showing the survey location is attached to this document and is made part of this scope of services.

- The survey limits are approximately from Vine Street to a point 800 feet south along Cherry Street over Grassy Branch, approximately 400-ft south and approximately 400-ft north of the existing structure. The width of the survey corridor will be 140 feet (70 feet east of and 70 feet west of the centerline).
- Elevations/corners of all roof and walled structures within the survey corridor above on and closest adjacent grade will be obtained.

- Survey channel cross sections (top of bank to top of bank) for approximately 500 LFT of stream (400-ft upstream and 100-ft downstream of the existing bridge)
- Provide bridge deck outline, top of opening/low chord and general sketches for Cherry Street Bridge. Locate guard rails and height of guard rails.
- Topography of property in southwest quadrant near bridge: Map limits of gravel and existing fencing and any other above ground permanent obstructions located on property

SURVEYING LOCATION MAP





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DIGITAL TOPOGRAPHIC SURVEY (TOPOGRAPHIC DATA COLLECTION)

Etica Group will complete and furnish a Topographic Survey of the survey limits as outlined in this scope to the client. Spot elevations not exceeding a 50-foot grid interval will be surveyed together with creating contours lines at one (1) foot intervals. Indiana 811 will be contacted, and evidence of underground utilities and overhead utilities will be depicted. In wooded areas, individual trees will not be located or identified, but the wood lines will be surveyed and delineated in the survey data collected.

The horizontal and vertical accuracy of the topographic survey shall meet National Mapping Accuracy Standards and/or the INDOT's design manual. Control points and temporary benchmarks will be set on or near each site and established via either published benchmarks or GPS observations using INDOT INCORS Network. At least two temporary benchmarks will be set on or near the site. The horizontal coordinate system for the survey will be established in the NAD 83 InGCS coordinate system and the vertical datum will be established in NAVD 88. The topographic survey will be processed and drafted in AutoCAD Civil3D format. This scope does not include a hard copy topographic survey. Sheets with borders, title blocks etc. is NOT part of this fee or submittal. The topographic survey will be delivered in electronic format only.

The boundary or properly lines, right-of-way limits, section lines, or alignments (hereon referred to as "survey" lines) will not be reviewed, analyzed, or established as part of this topographic survey and are excluded.

A survey book will be prepared in upon completion of the Topographic Survey and delivered in PDF format, including all utility information provided by Indiana 811 locate service providers, datum and control reference information, survey notes, structure details, etc.

LOCATION CONTROL ROUTE SURVEY

A location control route survey by Etica Group is excluded from this phase of the project

RIGHT-OF-WAY PLAN DEVELOPMENT SERVICES

Right-of-Way Engineering by Etica Group is excluded from this phase of the project

TITLE RESEARCH

Title & Encumbrance (T&E) reports by Etica Group are excluded from this phase of the project.

RIGHT-OF-WAY STAKING

Staking of by Etica Group is excluded from this phase of the project.

SURVEY SCOPE DETAILS, ASSUMPTIONS & EXCLUSIONS FOR THIS PROPOSAL / FEE JUSTIFICATION

- a) No boundary or survey line analysis will be performed for this survey. This survey does not constitute a retracement or original boundary survey, or ALTA/NSPS Land Title Survey.
- b) Unordinary coordination of acquiring access to restricted areas as located along or within the survey area is excluded from this survey scope.
- c) This scope excludes any permitting and coordination requirements (local or otherwise).



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- d) Collect general topography data within the specified survey limits as described within this scope document / fee justification, including all observed utilities, sanitary, and storm structures (if any). Only visible horizontal locations of any utilities will be shown.
- e) Plotting and drafting the Topographic Survey using AutoCAD Civil3D platform.
- f) Prepare a survey book meeting the INDOT design manual and submitted in PDF format.
- g) Bridge, ordinate, or bridge measurement sketches will be performed for this survey.
- h) Notify appropriate property owners along the survey limits, (8 approximate owners / parcels to be notified). If there are additional property owners, this fee will be modified.
- i) GPS field observations using the INDOT INCORS Network may be used to verify or establish the vertical datum for the survey site in NAVD 88 if the onsite benchmark is disturbed or in question (HAM 20).
- j) No wetlands or waterbodies (other than ditch) are to be identified within the survey limits.
- k) Utility locates through Indiana 811 will be requested through Indiana 811. Any other ticket re-requests, follow-ups, re-orders, coordination, or secondary trips to locate utilities due to the utility locators not marking the survey sites on the first ticket request is excluded from the scope. Private utility locates are not included in this scope and fee.
- l) Per review of onsite aerials, this area appears to be subject to flooding. If the watercourse floodwaters overtop their banks resulting in any flooding across any portion of the survey limits, Etica Group has the right to stop work due to survey accuracy standards and more importantly, safety concerns.
- m) The survey scope has been prepared with the objective of using traditional radial surveying techniques using robotic total stations to measure and collect the onsite survey data. If during field operations for the survey it is determined that the site conditions (i.e. steepness of the slopes and grades of the survey area, site conditions, traffic, flooding, highwater, etc.) are unsafe to walk and survey across, other untraditional survey methods may be necessary for this job not outlined in this scope. If this case arises, Etica has the right to review and amend this scope and fee accordingly.

SCHEDULE

The survey schedule will be determined once the Notice to Proceed (NTP) is granted and a signed contract is received.

Thank you again for the opportunity to submit on this request. If you have any further questions, please contact me at **317-946-6694** or **rkelly@eticagroup.com**

Respectfully,

Rodney Kelly
Director of Survey Services
8720 Castle Creek Pkwy E Dr. Suite 400
Indianapolis, IN 46250



Manhour Fee Justification Topographic Survey Cherry Street over Grassy Branch-Westfield

Client: GAI
Project: Cherry Street over Grassy Branch-Westfield
Des. TBD
Date: 1/4/2023

Prepared by: RJK
Etica No.: 230002

2023 Standard Rates

Topographic Survey:								
Task	Task Budget		Sr. Project Manager	Project Surveyor	CAD Tech	Crew Chief	Crew Chief	Researcher/ Utility Specialist
Prepare survey notices	\$360			1				2
Field Pack-Field Operations, Safety, & Scheduling	\$645		1	1		1	1	
Establish Horizontal & Vertical Survey Control	\$3,035		1	2	2	8	8	
Quality Assurance-Control Check / References	\$365		1	1				
811 Utility Request & Locations	\$895				1		4	2
Topographic Survey Corridor and Laydown Area	\$2,890		1	2	3	14		
Cross-Sections within Wooded Area	\$3,140		1		1	10	10	
Bridge and Sewer Structure Details	\$830				2	2	2	
CAD / Drafting / Submittal Files	\$1,015		1		6			
Survey Book & Certification	\$890		1		3	2		
Project Administration and Coordination	\$525		1	2				
Total Hours	101	0	8	9	18	37	25	4
Hourly Rate			\$205.00	\$160.00	\$135.00	\$140.00	\$140.00	\$100.00
Labor Total	\$14,590	\$0	\$1,640	\$1,440	\$2,430	\$5,180	\$3,500	\$400
Estimated Direct Expenses (Topographic Portion Only)								
Item	Task Budget	Quantity	Unit	Cost/ Unit			Total Cost	
Mileage includes one additional trip to county recorder's office.	\$147	300	Mile	\$0.49			147.00	
Lodging Expense https://www.in.gov/idoa/2459.htm	\$0		Per Night	\$96.00			0.00	
Per Diem Reimbursable	\$0		Per Day	\$26.00			0.00	
Postage for survey notices (8 Parcels assumed)	\$8	8	Each	\$1.00			8.00	
Expense Total		\$155						
SUB-TOTAL FEE		\$14,745						

GAI CONSULTANTS, INC.

MANHOUR JUSTIFICATION



Project Name: Cherry Street Bridge over Grassy Branch

GAI Project Number: R221031.00

Des Num: N/A

DESCRIPTION: 2.0 Bridge Hydraulics

Task Completion Year: 2023

Date: 01/13/23

WORK CLASSIFICATION	ESTIMATED TIME						TOTAL HOURS	TOTAL FEE
	Engineering Manager/ Project Manager	Engineering Manager/ Project Manager	Technical Specialist/ Leader	Project Engineer	Junior Engineer	Junior Engineer		
*Indicates employees that are non-exempt and receive 1.5 DL (premium) overtime.								
Project and Task Management, Coordination with City of Westfield			4				4	\$ 620.00
Gather Project Info & Data: LiDAR, aerial, survey, FEMA Shapefiles, CAD worksheet setup			1		8		9	\$ 995.00
Cherry Street Bridge								
Hydrology (Use FEMA/CLOMR flows, time for review/model calibration only)					1		1	\$ 105.00
Existing Model: Use CLOMR Model (HEC RAS 5.0.7) Update per survey and additional sections		1	1		4	8	14	\$ 1,610.00
Proposed Model (Bridge Replacement)		1	2		4	16	23	\$ 2,605.00
Proposed Model (Replace/Adjust Fencing and/or grading)			1		3	6	10	\$ 1,100.00
Proposed Model (Combination)			1		4	12	17	\$ 1,835.00
Natural Model (No Bridge)					1	2	3	\$ 315.00
Scour Analysis			1		4	2	7	\$ 785.00
Calc Writeups			2			2	4	\$ 520.00
Brief Hydraulics Report & Figures		1	2		10	2	15	\$ 1,765.00
Peer Review QA/QC, Address Comments		2	1		2	2	7	\$ 965.00
IDNR Coordination for CLOMR		1	4		4		9	\$ 1,235.00
TOTAL HOURS	0	6	20	0	45	52	123	
NEGOTIATED HOURLY RATE	\$ 195.00	\$ 195.00	\$ 155.00	\$ 130.00	\$ 105.00	\$ 105.00		
FEE PER CLASSIFICATION	\$ -	\$ 1,170.00	\$ 3,100.00	\$ -	\$ 4,725.00	\$ 5,460.00		\$ 14,455.00
DIRECT COSTS (see below)								\$ -
TOTAL FEE								\$ 14,455.00

DIRECT COSTS	UNIT COST	QUANTITY	COST
Mounting, Outside Printing	\$ 0.58		\$ -
Travel	\$ 1.00		\$ -
Lodging	\$ 96.00		\$ -
Per Diem	\$ 26.00		\$ -
		TOTAL	\$ -

Date: 01/13/23

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DIRECT COSTS	UNIT COST	QUANTITY	COST
Mounting, Outside Printing	\$ 0.10		\$ -
Travel	\$ 0.58	60	\$ 34.50
Lodging	\$ 96.00		\$ -
Per Diem	\$ 26.00		\$ -
		TOTAL	\$ 34.50

EXHIBIT C

Statutory Requirements

APPENDIX "E"

STATUTORY REQUIREMENTS

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

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