



CITY OF WESTFIELD, IN
Board of Public Works_Meeting_Agenda_12_12_2018

Wednesday, December 12, 2018 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, December 12, 2018 at 01:00 PM

MEETING PLACE: Westfield Public Works- Large Conference Room

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

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Action Item #1:

Approval of November 28, 2018 Meeting Minutes

Documents: [November 28, 2018 Minutes](#)

Construction Standards & Specifications Changes

Change Orders

Contracts/Agreements

Action Item #2:

A&F Engineering - HSIP Lighting Contract Amendment

Documents: [HSIP Lighting Contract Amendment](#)

Action Item #3:

VS Engineering - Grand Junction Plaza As-Built Survey Contract

Documents: [Grand Junction Survey Contract](#)

Action Item #4:

INDOT - City of Westfield - 151st & Towne Road Roundabout

Documents: [151st & Towne Road RAB - INDOT Contract](#)

Action Item #5:

A&F Engineering - On-Call Traffic Services Contract

Documents: [On-Call Traffic Services Contract](#)

Quote Approval

Action Item #6:

Recreation Unlimited - Playground Resurface Quote - Freedom Trail Park

Documents: [Playground Resurface Quote - Freedom Trail Park](#)

Action Item #7:

Recreation Unlimited - Playground Resurface Quote - Simon Moon Park

Documents: [Playground Resurface Quote - Simon Moon Park](#)

Agreements and/or Memorandum of Understanding (MOU)

Consent Agenda

Conflict of Interest - Jeffrey Swiatkowski

Documents: [COI - Swiatkowski](#)

Conflict of Interest - Kerri Gagnon

Documents: [COI - Gagnon](#)

Conflict of Interest - Cindy Gossard

Documents: [COI - Gossard](#)

Disposal of Fire Arms Related to Retirement of Officers

Dedication of Public Right-of-Way - Osborne Trails Developer

Documents: [Dedication of ROW](#)

Big Woods, LLC - Road Impact Fee Installment Agreement

Documents: [RIF Payment Agreement - Big Woods, LLC](#)

December Bond Information

Documents: [December Bond Information - REVISED](#)

Department Reports

Fire

Police

Public Works

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY November 28, 2018

The Westfield Board of Public Works and Safety met on November 28, 2018 at the Westfield Public Works Conference Room. Present were, Randy Graham, Kate Snedeker, Kim Strang, Records Manager and Brian Zaiger, legal counsel.

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

AGENDA ITEMS:

Action Item #1: Meeting Minutes Consideration for Approval:

Kate Snedeker made the motion to approve the October 29, 2018 meeting minutes as presented. Randy Graham seconded. Vote: Yes-2; No-0. Motion carried.

Mayor Cook joined the meeting

AGREEMENTS AND/OR Memorandum of Understanding (MOU):

Action Item #2: City of Westfield & INDOT; Kinsey Avenue Over Cool Creek between 181st & 186th Street

Michael Pearce presented explaining this is a federally funded 80/20 project for safety revisions (wider culvert & guard rails) for Kinsey Ave over Cool Creek between 181st St and 186th Street.

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

Action Item #3: Design Contract-151st & Towne Road Roundabout-RQAW

Michael Pearce presented stating the design contract is phase 1 of the federally funded project in which cost on all phases will be 80/20. RQAW was determined to be the best qualified to do the construction of the roundabout. (Cost not to exceed \$252,383).

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

Action Item #4: Birdie's-Road Impact Fee Credit Agreement

Johnathon Nail presented stating the City has agreed to a RIF credit for \$113,336 in exchange for the construction of Tournament Trail. The developer, at no cost to the City, will dedicate or deed the right-of-way for Tournament Trail.

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

Action Item #5: Wheeler Road & SR 32 Intersection Improvements PE Services Contract

Johnathon Nail presented detailing the contract which widens the roadway and improves signals on Wheeler Road near SR 32.

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

CHANGE ORDERS

None

CONSENT AGENDA:

Easement Acceptance

Quit Claim Acceptance

November Bond Information

Approval of 2019 Meeting Schedule

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

DEPARTMENT REPORTS:

Fire- Chief Reed

Police- None

Public Works- Jeremy Lollar

With no further business Mayor Cook made the motion to adjourn. Kate Snedeker seconded. The meeting was adjourned at 1:26 PM

Deputy Clerk-Treasurer

Board of Public Works and Safety

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

EDS #: A249-19-180181

Des. No.: 1702765

CFDA No.: 20.205

This Contract is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Contract, by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as INDOT), and the City of Westfield, a local public agency in the State of Indiana (hereinafter referred to as the LPA), and collectively referred to as the PARTIES.

NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

- A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration
Attention: Director of LPA and Grant Administration
100 North Senate Avenue, Room N955-LPA
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204

- B. Notices to INDOT regarding project management shall be sent to respective District Office:

Greenfield District Office
32 South Broadway
Greenfield, Indiana 46140

- C. Notices to the LPA shall be sent to:

City of Westfield
2706 East 171st Street
Westfield, Indiana 46074

RECITALS

WHEREAS, the LPA has applied to INDOT, and INDOT has approved the LPA's application to receive federal funds for the Project described in Attachment A, and

WHEREAS, the LPA agrees to pay its share of the Project cost as stated in this Contract, and

WHEREAS, the PARTIES desire to contract on certain project description, scheduling, and funding allocation, and

WHEREAS, the PARTIES have determined the Project, is in the best interests of the citizens of the State of Indiana, and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations, and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all Federal requirements and fiscally manage the Project, and

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

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

SECTION I PROJECT DESCRIPTION. INDOT and the LPA enter into this Contract to complete the project described in Attachment A (the "Project"), herein attached to and made an integral part of this Contract.

SECTION II LPA RESPONSIBILITIES. The LPA will provide the information and services, or shall cause the information and services to be provided, as set out in Attachment B (LPA's Rights and Duties), herein attached to and made an integral part of this Contract. The LPA will follow all applicable INDOT procedures, guidelines, manuals, standards, specifications and directives.

SECTION III INDOT RESPONSIBILITIES. INDOT will provide the information and services as set out in Attachment C (INDOT's Rights and Duties), herein attached to and made an integral part of this Contract.

SECTION IV PROJECT FUNDS. INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with Attachment D (Project Funds), which is herein attached to and made an integral part of this Contract.

SECTION V TERM AND SCHEDULE.

- A. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between **July 1, 2022 and June 30, 2023**, INDOT will make the federal funds shown in section I.A. and/or I.B. of Attachment D available for the Project, provided the

Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.

- B. In the event that federal funds for the Project are not obligated during the time listed in section V.A, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between **July 1, 2023 and June 30, 2025**, INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.
- C. In the event that federal funds for the Project are not obligated during the period listed in section V.A. or section V.B, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse.
- D. If the Program shown on Attachment A is Group I or Group II, Sections V.A, V.B and V.C do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation or within the agreed upon use of the MPO's prior year balances.

SECTION VI **GENERAL PROVISIONS**

- A. **Access to Records.** The LPA shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
- B. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- C. **Audits.** The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for

ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

For audits conducted pursuant to Indiana Code 5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.
3. The LPA also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

E. Compliance with Laws.

1. The LPA shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.

2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.
3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."
4. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6, *et seq.*, Indiana Code § 4-2-7, *et seq.*, the regulations promulgated there under, and Executive Order 05-12, dated January 12, 2005. If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ig/>. If the LPA or its agents violate any applicable ethical standards, INDOT may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under Indiana Code §§ 4-2-6, 4-2-7, 35-44.1-1-4 and under any other applicable State or Federal laws.
5. The LPA represents and warrants that the LPA and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this agreement. Failure to do so may be deemed a material breach of this Contract and grounds for termination and denial of further work with the State.
6. As required by I.C. 5-22-3-7:
 - (1) The LPA and any officials of the LPA certify that:
 - (A) the LPA, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines]; in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) the LPA will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
 - (2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

F. Debarment and Suspension.

1. The LPA certifies by entering into this Contract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, key employee or other person with primary management or supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of the LPA.
2. The LPA certifies that it will verify the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The LPA shall immediately notify INDOT if any subcontractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

G. Disadvantaged Business Enterprise Program. Notice is hereby given to the LPA or a LPA Contractor that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The LPA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the LPA to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

H. Disputes.

1. Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
2. The LPA agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.
3. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within

ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:

4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.
5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.

- I. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

1. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
3. Notifying all employees in the statement required by subparagraph (1) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

4. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction;
 5. Within thirty (30) days after receiving notice under subdivision (3)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
 6. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (1) through (5) above.
- J. Force Majeure.** In the event either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.
- K. Funding Cancellation Clause.** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
- L. Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.
- M. Indemnification.** The LPA agrees to and shall indemnify, defend, exculpate, and hold harmless the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:
- (a) of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
 - (b) of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
 - (c) of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or

- (d) the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant to this contract.

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

O. Non-Discrimination.

1. This Contract is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

Under IC 22-9-1-10 LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran.

2. The LPA understands that INDOT is a recipient of federal funds. Pursuant to that understanding, the LPA agrees that if the LPA employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the LPA will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The LPA shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, income status, limited English proficiency, or status as a veteran).

3. During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the “LPA”) agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
 - a. Compliance with Regulations: The LPA shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - b. Nondiscrimination: The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
 - c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA’s obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.
 - d. Information and Reports: The LPA shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
 - e. Sanctions for Noncompliance: In the event of the LPA’s noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - f. Incorporation of Provisions: The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the

event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

- P. Payment.** All payments made by INDOT, if any, shall be made in arrears in conformance with State fiscal policies and procedures and, as required by I.C. 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by I.C. 4-13-2-20.
- Q. Penalties, Interest and Attorney's Fees.** INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.
- R. Pollution Control Requirements.** If this Contract is for \$100,000 or more, the LPA:
1. Stipulates any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 2. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and
 3. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA List of Violating Facilities.
- S. Severability.** The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.
- T. Status of Claims.** The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204-2249

The remainder of this page is intentionally left blank.

Non-Collusion

The undersigned attests, subject to the penalties for perjury, that he/she is the LPA, or that he/she is the properly authorized representative, agent, member or officer of the LPA, that he/she has not, nor has any other member, employee, representative, agent or officer of the LPA, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

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

LPA: CITY OF WESTFIELD**STATE OF INDIANA
Department of Transportation****Recommended for approval by:**_____
Print or type name and title_____
Steven Duncan, Director
Contract Administration Division_____
Signature and date

Date: _____

Print or type name and title**Executed by:**_____
Signature and date

(FOR)

Joseph McGuinness, Commissioner_____
Print or type name and title

Date: _____

Signature and date**Department of Administration**_____
Leslie A. Crane, Commissioner**LPA DUNS #** _____

Date: _____

Attest

State Budget Agency_____
Auditor or Clerk Treasurer_____
Jason D. Dudich, Director

Date: _____

This instrument prepared by:

Approved as to Form and Legality:Brenda E. Fox
December 3, 2018_____
(FOR)
Curtis T. Hill, Jr., Attorney General of Indiana

Date: _____

ATTACHMENT A
PROJECT DESCRIPTION

Des. No.: 1702765
Program: Group III
Type of Project: Intersection Improvement, Roundabout
Location: 151st Street and Towne Road in the City of Westfield

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

Construction of a roundabout including storm sewer, sidewalks, perimeter tails, curb and gutter and pavement at the intersection of 151st Street and Towne Road.

ATTACHMENT B

LPA'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law, regulations, rules, policies or procedures, or described elsewhere in this Contract, the following are the LPA's rights and duties under this Contract for the Project.

1. The LPA has requested and intends to use federal funds to partially pay for the Project. The LPA asserts that the LPA has completed or will complete the Project in accordance with INDOT's Design Manual (See http://www.in.gov/indot/design_manual/) and all pertinent state and federal laws, regulations, policies and guidance. The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual (See <http://www.in.gov/indot/2523.htm>). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals (See <http://www.in.gov/indot/2493.htm>).
2. The LPA acknowledges that in order for the cost of consultant services to be eligible for federal funds or federal credits, the consultant selection must be in accordance with INDOT's consultant selection procedure.
3. REQUIREMENTS FOR ADDITIONAL CONTRACTS
 - A. If the LPA wishes to contract with a consultant, contractor or other agent to complete work on the Project, LPA may:
 1. use the "LPA-CONSULTANT Agreement", which is found at <http://www.in.gov/indot/2833.htm> and is incorporated by reference; or
 2. use a form of agreement that has been reviewed and approved by INDOT.
4. The LPA agrees to provide all relevant documents including, but not limited to, all plans, specifications and special provisions, to INDOT for review and approval, and such approval will not be unreasonably withheld. If INDOT does not approve an LPA submittal, the LPA shall cause the submittal to be modified in order to secure INDOT's approval. The LPA understands that if it fails to provide a submittal, submits it late, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.
5. The LPA agrees to complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.
6. At least ninety to one hundred twenty (90 to 120) calendar days prior to INDOT's scheduled construction letting for the project, the LPA will submit to INDOT documentation of the LPA's fiscal body's resolution or other official action irrevocably committing the LPA to fund the LPA's cost of the Project as described in Attachment D.

7. If the LPA has failed to meet any of the requirements of sections 1, 2, 4, 5, or 6 above, INDOT will not let the construction project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
8. The LPA shall pay the cost of the invoice of the construction, utility, and/or railroad work within thirty (30) calendar days from the date of INDOT's award of the construction contract.
9. The LPA understands time is of the essence regarding the Project timeline and payment of costs by the LPA. Delays in payment may cause substantial time delays and/or increased costs for the Project. If the LPA has not paid the full amount of the amount billed by INDOT, in accordance with Attachment D, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this contract including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
10. The LPA shall also be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.
11. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this section are deemed to be incompetent or inadequate or are otherwise insufficient or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
 - A. If project inspection will be provided by full-time LPA employees:

The personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal-aid participation. All claims for federal-aid shall be submitted to the District office, referenced on Page 1, for payment.
 - or
 - B. If project inspection will be provided by the LPA's consultant:

INDOT must approve, in writing, the consultant personnel prior to their assignment to the project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's Ready for Contracts date for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal-aid shall be submitted to the District office, referenced on page 1, for payment.

12. The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.
13. The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Procedure and Accommodation Policy (See <http://www.in.gov/indot/2389.htm>). The LPA shall execute written use and occupancy contracts as defined in this Policy.
14. If FHWA or INDOT invokes sanctions per Section VI.D.2. of the General Provisions of this contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:
 - a. In the case of correctable noncompliance, the LPA shall make the corrections, to the satisfaction of FHWA and INDOT, in a reasonable amount of time. If the LPA fails to do so, paragraph 14.b. and/or 14.c. below, as applicable, shall apply.
 - b. In case a citation for noncompliance is not correctable or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA and INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, this paragraph shall apply and adjustments shall be made as follows:
 1. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation that have been paid by INDOT to the LPA.
 2. If no right-of-way costs have as yet been paid by INDOT to the LPA or to others, INDOT will not pay any right-of-way claim or billing that is subject to FHWA citation.
 3. The LPA agrees that it is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.
 - c. If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA noncompliance with right-of-way requirements, and construction work was or is in progress, the following shall apply:
 1. INDOT may elect to terminate, suspend, or continue construction work in accord with the provisions of the construction contract.
 2. INDOT may elect to pay its obligations under the provisions of the construction contract.
 3. In the case of correctable noncompliance, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.

4. In case the noncompliance is not correctable, or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA or INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA agrees to reimburse INDOT the full amount it paid for said construction work, less the amount of federal funds allowed by FHWA.
- d. In any case, the LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.
- e. If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within forty-five (45) days after receipt of a billing from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

ATTACHMENT C

INDOT'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law or regulations or described elsewhere in this Contract, the following are INDOT's rights and duties under the Contract:

1. INDOT shall have full authority and access to inspect and approve all plans, specifications and special provisions for the Project regardless of when those plans, specifications, special provisions or other such Project documents were created.
2. INDOT shall complete all railroad coordination for the Project on behalf of the LPA.
3. After the LPA has submitted and INDOT has accepted and/or approved all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.
4. If the LPA owes INDOT money which is more than 60 days past due, INDOT will not open the construction bids for the Project.
5. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of Attachment D, and fulfillment of all other pre-letting obligations of this contract, INDOT shall, in accordance with applicable laws and rules (including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11), conduct a scheduled letting.
6. Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.
7. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.
8. If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA share of the construction cost.
9. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
10. In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.
11. After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's bill, make final payment to INDOT pursuant to Attachment D or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.

ATTACHMENT D**PROJECT FUNDS****I. Project Costs.**

A. This contract is just for the one (1) phase checked below:

 X Preliminary Engineering or
 Right-of-Way or
 Construction;

Otherwise, this contract covers all phases.

B. If the Program shown on Attachment A is receiving _____ federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP, or any increase or decrease in the funding from a prior year, authorized by the MPO that may not be reflected in the current TIP, are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay _____% of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is dependent upon the current TIP allocation. As of this date_____, the maximum amount according to the TIP dated _____ is \$ _____. The most current MPO TIP page, or MPO authorization, is uploaded into INDOT's Scheduling Project Management System (SPMS).

OR

- C. Federal-aid Funds made available to the LPA by INDOT will be used to pay **80%** of the eligible Project costs. The maximum amount of federal funds allocated to the project is **\$ 201,906.40.**
- D. The LPA understands and agrees that in accordance with I.C. 8-23-2-14, INDOT retains 2.5% of the final construction costs for oversight of construction inspection and the testing of construction materials.
- E. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.
- F. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.
- G. If the Program shown on Attachment A is Group I or Group II, Section E. does not apply. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the MPO.
- H. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of Attachment D of this contract)

signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.

I. Costs will be eligible for FHWA participation provided that the costs:

- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;
- (2) Are verifiable from INDOT's or the LPA's records;
- (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR section 18.22;
- (4) Are included in the approved budget, or amendment thereto; and
- (5) Were not incurred prior to FHWA authorization.

II. Billings.

A. Billing:

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.

B. Other Costs:

1. The LPA shall pay INDOT for expenses incurred in performing the final audit less the amount eligible for Federal-aid reimbursement.

III. Repayment Provisions.

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.

Recreation Unlimited, Inc.
15150 Herriman Blvd
Noblesville, IN 46060 US
3177733545
recunlimited.com

**Recreation
Unlimited**

ESTIMATE

ADDRESS

Chris McConnell
City of Westfield-Parks &
Recreation Department
2728 E. 171st Street
Westfield, IN 46074
United States

SHIP TO

Chris McConnell
City of Westfield-Parks &
Recreation Department
2728 E. 171st Street
Westfield, IN 46074
United States

ESTIMATE # 10711**DATE** 09/13/2018**EXPIRATION DATE** 12/31/2018**SHIP VIA**

Install

SALES REP INITIALS

SB

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Commercial:SURFACE	Removal of current Surfacing and disposal	6,598	2.00	13,196.00
Commercial:SURFACE	Provide and install unitary surfacing (Poured in Place rubber or "Perfect Turf" with new rubber base) Priced per Sq ft	6,598	16.21	106,953.58
Commercial:SURFACE	Provide and install 2" top off of stone. (Estimated)	6,598	3.62	23,884.76
Commercial:SURFACE	Provide and install Concrete Curbing	420	62.50	26,250.00

Freedom Trail

TOTAL**\$170,284.34**

Accepted By

Accepted Date

Recreation Unlimited, Inc.

15150 Herriman Blvd
Noblesville, IN 46060 US
3177733545
recunlimited.com

**Recreation
Unlimited***

ESTIMATE

ADDRESS

Chris McConnell
City of Westfield-Parks &
Recreation Department
2728 E. 171st Street
Westfield, IN 46074
United States

SHIP TO

Chris McConnell
City of Westfield-Parks &
Recreation Department
2728 E. 171st Street
Westfield, IN 46074
United States

ESTIMATE # 10718**DATE** 09/13/2018**EXPIRATION DATE** 12/31/2018**SHIP VIA**

Install

SALES REP INITIALS

SB

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Commercial SURFACE	Remove and dispose of existing mulch surfacing	5,107	1.90	9,703.30
Commercial SURFACE	Provide and install unitary surfacing (Poured in Place rubber or "Perfect Turf" with new rubber base) Priced per Sq ft	5,107	16.44	83,959.08
Commercial SURFACE	Provide and install 8" of compacted stone to bring area up to surfacing grade. (Estimated)	5,107	3.62	18,487.34
Commercial SURFACE	Provide and install custom profile concrete curbing for PIP or Turf Surfacing	280	62.50	17,500.00

Simon Moon

TOTAL**\$129,649.72**

Accepted By

Accepted Date



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 6-15) / Form 236
STATE BOARD OF ACCOUNTS

Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Jeffrey Swiatkowski
19263 Little Chicago Rd, Noblesville, IN 46062
2. **Title or Position With Governmental Entity:** Patrol Officer
3. a. **Governmental Entity:** City - Police
b. **County:** Hamilton
4. **This statement is submitted (check one):**
 - a. ☐ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
 - b. ☒ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. **Name(s) of Contractor(s) or Vendor(s):** Herrmann Veterinary Clinic
6. **Description(s) of Contract(s) or Purchase(s)** *(Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):*
No contract with the clinic. General Veterinary care for the police canine.

7. **Description of My Financial Interest** *(Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):*

General care has been done by Dr. Swiatkowski (spouse). Any doctor within this clinic, including Dr. Swiatkowski, receive a salary.
They also receive a percentage of all sales made during the course of their duty (unknown percentage).

(Attach extra pages if additional space is needed.)

8. **Approval of Appointing Officer or Body** *(To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.):*

I (We) being the _____ of
(Title of Officer or Name of Governing Body)

_____ and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

_____	_____
_____	_____
_____	_____
Elected Official	Office

9. **Effective Dates** *(Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):*

_____	_____
Date Submitted <i>(month, day, year)</i>	Date of Action on Contract or Purchase <i>(month, day, year)</i>

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: _____
(Signature of Public Servant)

Date: _____
(month, day, year)

Printed Name: _____
(Please print legibly.)

Email Address: _____

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here https://gateway.ifionline.org/sboa_coi/ which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 6-15) / Form 236
STATE BOARD OF ACCOUNTS

Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. **Name and Address of Public Servant Submitting Statement.** Herri Gagnon
17828 Cristin Way Westfield IN 46074
2. **Title or Position With Governmental Entity:** Chief Deputy Clerk Treasurer
3. a. **Governmental Entity:** City of Westfield
b. **County:** Hamilton
4. **This statement is submitted (check one):**
 - a. ☐ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
 - b. ☐ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. **Name(s) of Contractor(s) or Vendor(s):** Herri Gagnon
6. **Description(s) of Contract(s) or Purchase(s)** (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):
Chief Deputy Clerk Treasurer

7. **Description of My Financial Interest** (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

related to Clerk Treasurer

(Attach extra pages if additional space is needed.)

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.):

I (We) being the Board of Public Works of

(Title of Officer or Name of Governing Body)

City of Westfield and having the power to appoint

(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

Elected Official

Office

9. **Effective Dates** (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

1-2-19

Date Submitted (month, day, year)

Jan 1 2019 - Dec 31 2019

Date of Action on Contract or Purchase (month, day, year)

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: Herri Gagnon
(Signature of Public Servant)

Date: Jan 2 2019
(month, day, year)

Printed Name: Herri Gagnon
(Please print legibly.)

Email Address: kgagnon@westfield.in.gov

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here https://gateway.ifionline.org/sboa_coi/ which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 6-15) / Form 236
STATE BOARD OF ACCOUNTS

Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. Name and Address of Public Servant Submitting Statement: CINDY J GOSSARD
18129 Viewpoint Lane Westfield, IN 46074
2. Title or Position With Governmental Entity: CLERK TREASURER
3. a. Governmental Entity: City of Westfield
b. County: Hamilton
4. This statement is submitted (check one):
 - a. ☐ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
 - b. ☐ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. Name(s) of Contractor(s) or Vendor(s): Cindy J Gossard

6. Description(s) of Contract(s) or Purchase(s) (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):
CLERK TREASURER

7. **Description of My Financial Interest** (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

Related to Chief Deputy Clerk

(Attach extra pages if additional space is needed.)

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.):

I (We) being the Board of Public Works of
(Title of Officer or Name of Governing Body)
City of Westfield and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

Elected Official

Office

9. **Effective Dates** (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

1-2-19
Date Submitted (month, day, year)

JAN 1, 2019 - DEC 31, 2019
Date of Action on Contract or Purchase (month, day, year)

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: _____
(Signature of Public Servant)

Date: _____
(month, day, year)

Printed Name: _____
(Please print legibly.)

Email Address: _____

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here https://gateway.ifionline.org/sboa_coi/ which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.

DEDICATION OF PUBLIC RIGHT-OF-WAY

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

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

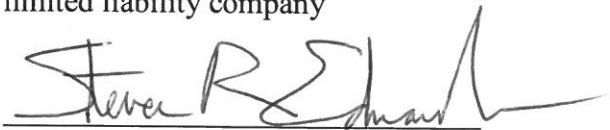
This conveyance of real estate is not subject to Indiana gross income tax.

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

IN WITNESS WHEREOF, Grantor has executed this Dedication of Public Right-Of-Way as of this 20th day of NOVEMBER, 2018.

GRANTOR:

Osborne Trails Developer, LLC, an Indiana
limited liability company

A handwritten signature in black ink, appearing to read "Steven R. Edwards", written over a horizontal line.

Steven R. Edwards

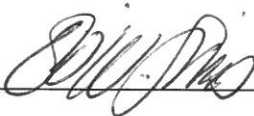
Vice President – Chief Financial Officer

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

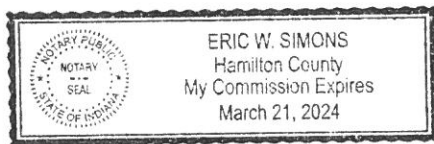
Before me, a Notary Public in and for said County and State, personally appeared Steven R. Edwards, the Vice President – Chief Financial Officer of Osborne Trails Developer, LLC, an Indiana limited liability company, who having been duly sworn upon his/her oath acknowledged the execution of the foregoing easement for and on behalf of the said limited liability company.

Witness my hand and Notarial Seal this 28th day of NOVEMBER, 2018.

(Signature)



(Printed Name)



Notary Public residing in: _____ County
My Commission Expires: _____

ACCEPTANCE

WHEREAS, Osborne Trails Developer, LLC has this day filed with Grantee its dedication of certain real estate as hereinabove set forth (the "Dedication"); and

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

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

GRANTEE:

City of Westfield, Hamilton County, Indiana

Jeremy Lollar

Director of Public Works

ATTEST:

Clerk – Treasurer

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

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

EXHIBIT A

Round-About Legal Description

A part of the Northwest Quarter of Section 26, Township 19 North, Range 3 East, in Washington Township, Hamilton County, Indiana, more particularly described as follows:

Beginning at the Southwest corner of the Northwest Quarter of said Section 26; thence North 00 degrees 10 minutes 36 seconds East (assumed bearing) 346.98 feet along the West line of said Northwest Quarter to a point on a curve concave Southeasterly, the radius point of said curve being South 63 degrees 17 minutes 53 seconds East 570.00 feet from said point; thence Northeasterly along said curve 627.53 feet to a point on said curve, said point being North 00 degrees 13 minutes 09 seconds West 570.00 feet from the radius point of said curve; thence North 89 degrees 46 minutes 51 seconds East 238.33 feet to the point of curvature of a curve concave Northerly, the radius point of said curve being North 00 degrees 13 minutes 09 seconds West 272.00 feet from said point; thence Easterly along said curve 144.41 feet to the point of tangency of said curve, said point being South 30 degrees 38 minutes 22 seconds East 272.00 feet from the radius point of said curve; thence North 23 degrees 51 minutes 34 seconds East 77.25 feet to a point on a curve concave Southwesterly, the radius point of said curve being South 72 degrees 43 minutes 21 seconds West 740.00 feet from said point; thence Northwesterly along said curve 944.00 feet to a point on said curve, said point being North 00 degrees 22 minutes 06 seconds West 740.00 feet from the radius point of said curve; thence South 89 degrees 37 minutes 54 seconds West 199.92 feet to the West line of said Northwest Quarter; thence North 00 degrees 10 minutes 36 seconds East 120.01 feet along said West line; thence North 89 degrees 37 minutes 54 seconds East 198.78 feet to the point of curvature of a curve concave Southwesterly, the radius point of said curve being South 00 degrees 22 minutes 06 seconds East 860.00 feet from said point; thence Southeasterly along said curve 1,077.37 feet to the point of tangency of said curve, said point being North 71 degrees 24 minutes 32 seconds East 860.00 feet from the radius point of said curve; thence South 54 degrees 13 minutes 53 seconds East 65.05 feet; thence North 89 degrees 46 minutes 30 seconds East 58.43 feet; thence North 34 degrees 35 minutes 09 seconds East 93.94 feet; thence North 31 degrees 53 minutes 28 seconds East 20.07 feet to a point on a curve concave Westerly, the radius point of said curve being North 58 degrees 06 minutes 32 seconds West 450.00 feet from said point; thence Northerly along said curve 249.15 feet to a point on said curve, said point being South 89 degrees 49 minutes 52 seconds East 450.00 feet from the radius point of said curve; thence North 00 degrees 10 minutes 08 seconds East 269.68 feet; thence South 89 degrees 49 minutes 52 seconds East 60.00 feet to the center of Horton Road; thence South 00 degrees 10 minutes 08 seconds West 212.10 feet along the center of Horton Road; thence North 89 degrees 42 minutes 28 seconds East 60.00 feet; thence South 00 degrees 10 minutes 08 seconds West 58.06 feet to the point of curvature of a curve concave Westerly, the radius point of said curve being North 89 degrees 49 minutes 52 seconds West 570.00 feet from said point; thence Southerly along said curve 315.58 feet to the point of tangency of said curve, said point being South 58 degrees 06 minutes 32 seconds East 570.00 feet from the radius point of said curve; thence South 31 degrees 53 minutes 28 seconds West 141.97 feet to a point on a curve concave Northwesterly, the radius point of said curve being North 57 degrees 32 minutes 09 seconds West 389.38 feet from said point; thence Southwesterly along said curve 129.45 feet to a point on said curve, said point being South 38 degrees 29 minutes 17 seconds East 389.38 feet from the radius point of said curve; thence South 02 degrees 21 minutes 27 seconds East 44.63 feet to the point of curvature of a curve concave Easterly, the radius point of said curve being North 87 degrees 38 minutes 33 seconds East 60.00 feet from said point; thence Southerly along said curve 34.59 feet to the point of tangency of said curve, said point being South 54 degrees 36 minutes 34 seconds West 60.00 feet from the radius point of said curve, said point also being the point of curvature of a curve concave Southwesterly, the radius point of said curve being South 54 degrees 36 minutes 34 seconds West 464.00 feet from said point; thence Southeasterly along said curve 124.29 feet to the point of tangency of said curve, said point being North 69 degrees 57 minutes 25 seconds East 464.00 feet from the radius point of said



STOEPPELWERTH

ALWAYS ON

7965 East 106th Street, Fishers, IN 46038-2505
phone: 317.849.5935 fax: 317.849.5942

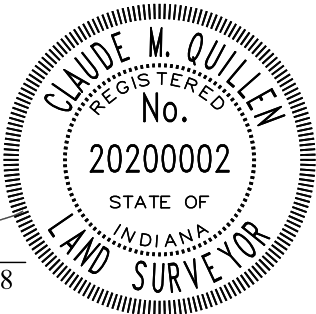
JOB NO. 76515PLA	PAGE 1 OF 3 SHEETS
DRAWN BY: CMQ	
CHECKED BY: BES	
DATE DRAWN: 04/06/2018	
FIELDWORK DATE:	

EXHIBIT A

curve, said point also being the point of curvature of a curve concave Northeasterly, the radius point of said curve being North 69 degrees 57 minutes 25 seconds East 260.00 feet from said point; thence Southeasterly along said curve 76.41 feet to the point of tangency of said curve, said point being South 53 degrees 07 minutes 11 seconds West 260.00 feet from the radius point of said curve, said point also being the point of curvature of a curve concave Northeasterly, the radius point of said curve being North 53 degrees 07 minutes 11 seconds East 703.00 feet from said point; thence Southeasterly along said curve 654.43 feet to the point of tangency of said curve, said point being South 00 degrees 13 minutes 02 seconds East 703.00 feet from the radius point of said curve; thence North 89 degrees 46 minutes 58 seconds East 14.83 feet; thence South 00 degrees 13 minutes 06 seconds East 60.00 feet to the South line of said Northwest Quarter; thence South 89 degrees 46 minutes 58 seconds West 323.31 feet along said South line to a point on a curve concave Northeasterly, the radius point of said curve being North 21 degrees 47 minutes 46 seconds East 823.00 feet from said point; thence Northwesterly along said curve 347.94 feet to a point on said curve, said point being South 46 degrees 01 minutes 08 seconds West 823.00 feet from the radius point of said curve; thence North 43 degrees 58 minutes 52 seconds West 54.03 feet to a point on a curve concave Northeasterly, the radius point of said curve being North 46 degrees 01 minutes 08 seconds East 743.30 feet from said point; thence Northwesterly along said curve 206.54 feet to a point on said curve, said point being South 61 degrees 56 minutes 21 seconds West 743.30 feet from the radius point of said curve, said point also being the point of curvature of a curve concave Southwesterly, the radius point of said curve being South 61 degrees 56 minutes 21 seconds West 360.00 feet from said point; thence Northwesterly along said curve 165.12 feet to the point of tangency of said curve, said point being North 35 degrees 39 minutes 34 seconds East 360.00 feet from the radius point of said curve; thence North 75 degrees 58 minutes 59 seconds West 74.51 feet to a point on a curve concave Northerly, the radius point of said curve being North 12 degrees 53 minutes 36 seconds West 548.50 feet from said point; thence Westerly along said curve 146.83 feet to a point on said curve, said point being South 02 degrees 26 minutes 40 seconds West 548.50 feet from the radius point of said curve; thence North 87 degrees 33 minutes 20 seconds West 202.73 feet to the point of curvature of a curve concave Southeasterly, the radius point of said curve being South 02 degrees 26 minutes 40 seconds West 450.00 feet from said point; thence Southwesterly along said curve 724.67 feet to the point of tangency of said curve, said point being North 89 degrees 49 minutes 24 seconds West 450.00 feet from the radius point of said curve; thence South 00 degrees 10 minutes 36 seconds West 92.00 feet to the south line of said Northwest Quarter; thence South 89 degrees 46 minutes 30 seconds West 60.00 feet along said South line to the place of beginning, containing 12.369 acres, more or less.

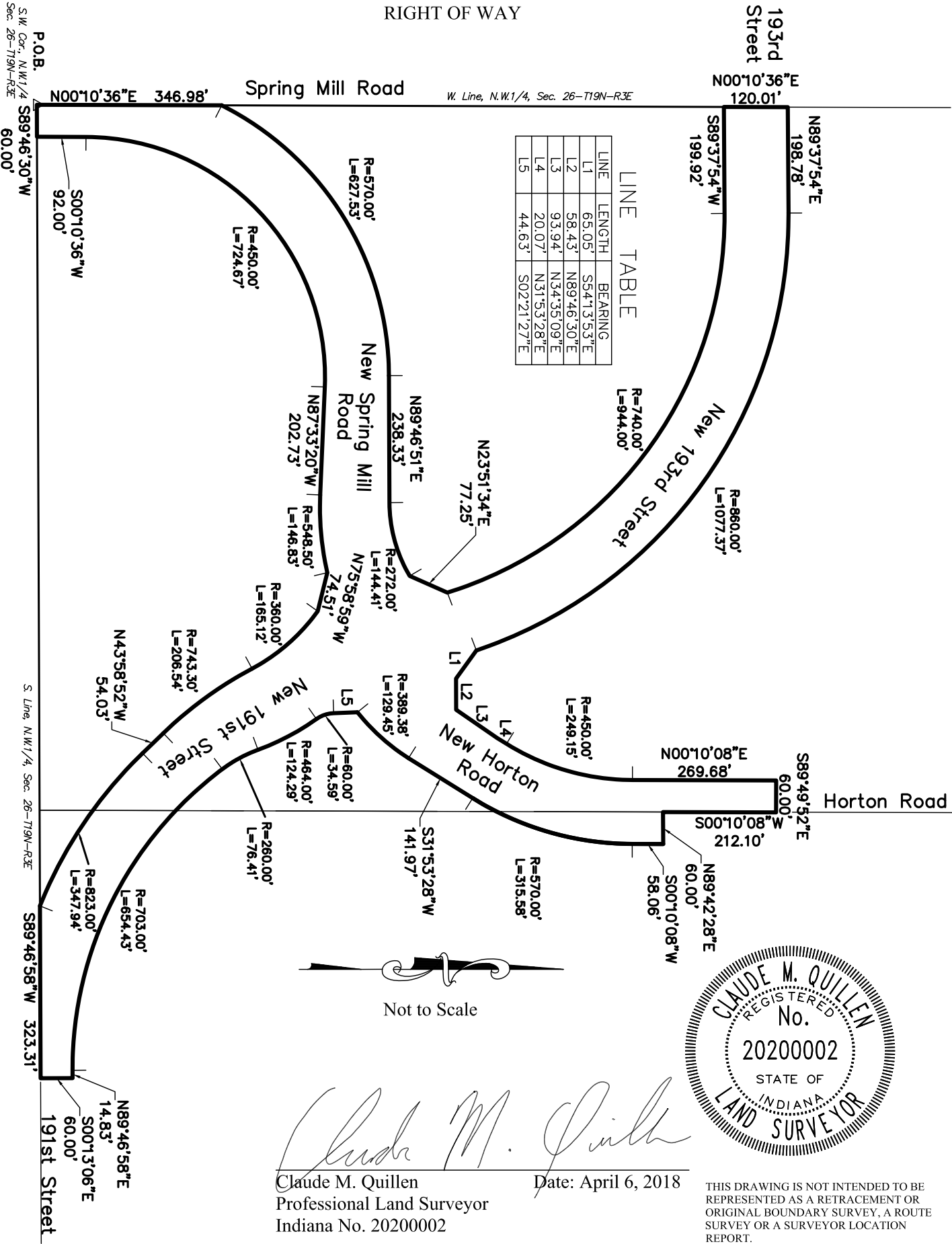

Claude M. Quillen
Professional Land Surveyor
Indiana No. 20200002

Date; April 6, 2018



 STOEPPELWERTH ALWAYS ON 7965 East 106th Street, Fishers, IN 46038-2505 phone: 317.849.5935 fax: 317.849.5942	JOB NO. 76515PLA	PAGE 2 OF 3 SHEETS
	DRAWN BY: CMQ	
	CHECKED BY: BES	
	DATE DRAWN: 04/06/2018	
	FIELDWORK DATE:	

EXHIBIT A
RIGHT OF WAY



AGREEMENT FOR ENGINEERING SERVICES

This Agreement is entered into as of this ____ day of December, 2018, (hereinafter referred to as the "effective date of the Agreement"), by and between VS Engineering, Inc. hereinafter called the CONSULTANT located at 4275 N. High School Rd, Indianapolis, Indiana, 46254 and City of Westfield Board of Public Works, hereinafter called "Client," located 2706 East 171st Street, Westfield, IN 46074

WITNESSETH

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

WHEREAS, in accordance with its procurement procedures, the Client has determined that it desires to hire THE CONSULTANT to perform Topographic Survey of as-built conditions for Grand Junction Plaza, as set forth herein; and

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

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

I. SCOPE OF SERVICES

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

II. COMPENSATION

A. THE CONSULTANT shall be compensated as set forth in Exhibit B for services rendered under this Agreement.

B. THE CONSULTANT shall promptly bill Client for all professional fees and expenses incurred on a monthly basis, and Client shall make payment in full to THE CONSULTANT within 30 days of the date of each invoice.

C. If the Client does not make payment in full to THE CONSULTANT within 90 days of the date of an invoice, THE CONSULTANT may suspend services upon 7 days written notice on the basis of non-performance on the part of the Client. When all payments due have been made, THE CONSULTANT will continue its services.

III. PERIOD OF PERFORMANCE

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

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

IV. CLIENT RESPONSIBILITY

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

V. INDEPENDENT CONTRACTOR

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

VI. TERMINATION

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

VII. INSURANCE

THE CONSULTANT shall maintain at THE CONSULTANT's own expense (1) Comprehensive General Liability Insurance, (2) Professional Liability Insurance for negligent acts, errors and omissions and (3) Worker's Compensation Insurance which insurance shall provide coverage for liabilities or claims for damages resulting from services performed or undertaken by THE CONSULTANT hereunder. Certificates of Insurance shall be furnished to Client upon request of Client.

VIII. CHANGES

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

IX. ASSIGNMENT AND DELEGATION

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

X. TRADEMARK AND TRADE NAME

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

XI. NOTICES

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

- A. Notices to THE CONSULTANT shall be addressed to: Sanjay B. Patel, P.E., President, 4275 N. High School Rd, Indianapolis, Indiana, 46254.
- B. Notices to the Client shall be addressed to: Johnathon Nail, City Engineer, 2728 East 171st Street, Westfield, IN 46074

XII. GENERAL PROVISIONS

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

remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy available at law or in equity.

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

XIII. ENGAGING IN ACTIVITIES WITH IRAN

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

XIV. NON-DISCRIMINATION

THE CONSULTANT agrees:

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

XV. EMPLOYMENT ELIGIBILITY VERIFICATION

THE CONSULTANT affirms it does not knowingly employ unauthorized aliens. THE CONSULTANT shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in I.C. 22-5-1.7-3. THE CONSULTANT is not required to participate should the E-Verify program cease to exist. THE CONSULTANT shall not knowingly employ or contract with any unauthorized

alien. THE CONSULTANT shall not retain an employee or contract with a person whom THE CONSULTANT learns is an unauthorized alien. THE CONSULTANT shall require all of its subconsultants, who perform work under this Agreement to certify to THE CONSULTANT that the subconsultant does not knowingly employ or contract with unauthorized aliens and that the subconsultant has enrolled and is participating in the E-Verify program. However, the subconsultant is not required to participate if the subconsultant is self-employed and does not employ any employees. THE CONSULTANT agrees to maintain this certification requirement throughout the duration of the term of its contract with a subconsultant.

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

**CITY OF WESTFIELD
BOARD OF PUBLIC WORKS**

VS ENGINEERING, INC.

J. Andrew Cook, BPW&S Member

(Date)

Kate Snedeker, BPW&S Member

(Date)

Randy Graham, BPW&S Member

(Date)

By: _____
Sanjay B. Patel, P.E., President

(Date)

By: _____
Andrew L. Bender, P.E., Vice President



VS ENGINEERING, INC.

Civil • Structural • Transportation • Environmental

SCOPE OF SERVICES

Date of Proposal: November 30, 2018

Project Description: Grand Junction Park
Westfield, Indiana

VS ENGINEERING, INC. (VS) shall provide field surveying services for the above referenced project. VS shall furnish all labor, materials, and equipment to perform the surveying services described below for the fee identified on page 3.

Field Surveying Services

BASIC SERVICES

- A. VS shall survey the project location and provide one set of original field notes, all field survey data collected via electronic media, and one set of master drawings. This proposal does not include preparation of a boundary survey plat. VS work shall be in accordance with Indiana Code (I.C. 25-21.5); Indiana Administrative Code (865 I.A.C. 1-12); and the Design Manual, Indiana Department of Transportation, Part III, Location Surveys (Survey Manual), a copy of which is on file with INDOT. If there is any conflict between I.C. 25-21.5, 865 I.A.C. 1-12, or the Survey Manual, the order of precedence shall be:
1. I.C. 25-21.5,
 2. 865 I.A.C. 1-12, and
 3. Survey Manual
- B. Electronic files including the following shall be prepared and submitted by VS as directed by client:
1. Finished plan view of topographic survey in AutoCAD .dwg format
 2. 1-foot contours in AutoCAD .dwg format
 3. TIN used to create contours as derived from Civil 3D in .xml format
 4. Electronic points file in .txt or .xml coordinate format.
 5. Topography Exhibit in .pdf format, including all survey control data.
- C. The signature, seal, and registration number of the land surveyor, registered in the State of Indiana, who was in responsible charge of the survey, shall be affixed to the survey exhibit submitted. In addition, VS shall complete the field survey as summarized below and as directed by the Client. The project area to be field surveyed is described as follows:

Exhibit A

Survey Limits (See Attachment No. 1)

The project area is bounded on the

1. East by the centerline of Union Street
2. South by the centerline of Mill Street
3. West by the centerline of Mill Street, and;
4. North by the centerline of Jersey Street.

Total Survey includes approximately 7.3 acres.

- D. Establish Primary Horizontal and Vertical Control within the project limits such that the survey base line(s) can be re-established during construction. The control (horizontal and vertical) will be tied to the original design survey, per information to be provided to VS.
- E. Coordinate with all utility companies to locate and mark their utilities in field. VS shall notify the utilities via the call before you dig notification system (Indiana Underground Plant Protection Service (I.U.P.P.S.)). In addition, VS shall notify all other existing underground facilities not in the notification system, but, believed to be within the project limits as evidenced by facilities found. VS shall verify that each utility has field located their facilities during the course of the design survey. The existing facilities located, at the time of the field survey, shall be incorporated into the design survey. Size, pipe material, invert and casting elevations, and pressure (where applicable) shall be shown on the design survey.
- F. Take cross sections at specified intervals across roadways and ditches. Additional cross sections shall be taken at intersection of streets, roads, railroads, driveways, etc. Obtain elevations of all existing structures such as drainage culverts, utilities and other structures. Spot elevation data will be provided on a 50-foot grid. **All cross sections will be at 50-foot intervals, except the northern half of the stream will be at 25-foot intervals.**
- G. Indicate spot elevations at all finish floors, at each threshold, building edges, insets and projections, exterior platforms, steps (top and bottom treads), corners, building entrances, break in grade, ramps, area ways, tree grates, etc. within the project limits, and at top and bottom of curb.
- H. Provide a listing of all symbols, notations and legends used in the field survey. VS shall furnish a hard copy together with all field survey information collected on electronic media. VS shall also prepare master drawings (1-foot contours) from data collected in topographic survey using AutoCAD Civil 3D and shall submit a hard copy together with electronic format. VS shall delineate and label the location of all buildings, structures, fences, railings, signs, walls, walks, paved areas, curbs and other permanent structures and existing improvements. VS shall outline all building edges, insets and projections, and below grade structures such as vaults, basements, and areaways where applicable, as evidenced by facilities at the ground surface and marks by others.
- I. Provide topography exhibit showing the findings of the survey and all control data.

Assumptions

1. VS will be provided on-site control from previous surveys and/or construction activities.

C:\VS Work Files\Proposals\VSE\Grand Junction ABs\Grand Junction - Survey Scope.doc

Exhibit A
Attachment No. 1



Survey Limits – Grand Junction Park

VS ENGINEERING MAN-HOUR FEE JUSTIFICATION

ATTACHMENT NO. 2

PAGE 1 OF 1

11/30/2018

PROJECT: Grand Junction Park
Westfield, IN

	ESTIMATED TIME			
	Project Surveyor I	Survey Tech II	Survey Tech II	Total
Engineering Survey				
Utility Coordination				
Utility Locate Tickets			1	
Follow - Up Verification		1		
Vertical Control				
Bench Level Circuit	1	6	6	
Horizontal Control				
Main Line Traverse	2	4	4	
Topography / Elevations				
Topographic Survey	2	30	30	
Structures & Misc. Details		12	12	
Route Survey & Field Book Preparation				
Topography (CAD Drawing)	4		20	
Survey Exhibit			6	
Travel				
Travel Time		10	10	
Total Hours	9	63	89	161
Average Weighted Hourly Rate	\$ 131.55	\$ 93.53	\$ 69.96	
Total Salary Cost	\$ 1,183.95	\$ 5,892.39	\$ 6,226.44	\$ 13,302.78
Direct Cost (See below)				\$ 450.00
Total				\$ 13,752.78
Engineering Survey Fee				\$ 13,700.00

DIRECT COSTS	UNIT COST	QUANTITY	COST
Travel Mileage	\$0.50/mile	400	\$ 200.00
Lodging (Per Person / Day)	\$120/person		\$ -
Per Diem (Per Person / Day)	\$35/person		\$ -
Reproductions/Copies/Materials/Postage	LS	1	\$ 250.00
		TOTAL	\$ 450.00

ROAD IMPACT FEE INSTALLMENT AGREEMENT

Cross Referenced to Instrument No. 2018XXXXXX

Big Woods, LLC (the "Property Owner") makes the following commitments (the "Commitments") to the City of Westfield, Hamilton County, Indiana ("City") regarding the installment payments for the Road Impact Fees properly assessed on the following described real estate (the "Real Estate") located in Hamilton County, Indiana:

Section 1. Description of Real Estate: See attached Exhibit A (the "Real Estate").

Address: TBD, Westfield, Indiana 46074

Parcel Nos.: 09-09-01-00-00-003.101, 09-09-01-01-02-001.000, 09-09-01-01-02-002.000

Section 2. Improvement Location Permit No.: 18-C-XXX-XXX (the "ILP").

Builder/Contractor: TBD

Section 3. Statement of Terms:

- A. As part of the development of the Real Estate, road impact fees are required to be paid to the City by the Property Owner. In accordance with City Ordinance 17-43, the City assessed a road impact fee of **\$81,493** on August 20, 2018, attached hereto as Exhibit B (18-RIFA-XX) (the "Assessed Road Impact Fee"), as part of the Property Owner's filed ILP for the Real Estate.
- B. Pursuant to I.C. 36-7-4-1324 the City agrees to installment payments of the Assessed Road Impact Fees as set forth herein.
- C. Prior to the issuance of the ILP, the Property Owner agrees to tender five-thousand dollars (\$5,000.00) or five percent (5%), whichever is greater.
- D. The Property Owner agrees to make installment payments to the City for the remaining Assessed Road Impact Fee on or before the dates set forth below. The remaining amounts shall be due in equal payments beginning September 1, 2019, and every year thereafter, in accordance with the following:

Issuance of ILP:	\$5,000.00
September 1, 2019:	\$15,298.60
September 1, 2020:	\$15,298.60
September 1, 2021:	\$15,298.60
September 1, 2022:	\$15,298.60
September 1, 2023:	\$15,298.60
Total Road Impact Fee:	\$81,493.00

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

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

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

Section 5. **Effective Date:**

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

Section 6. **Recording:**

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

Section 7. **Enforcement:**

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

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

Big Woods, LLC (the "Property Owner")

By: [Signature]

Printed Name: EDWARD T. RYAN

Title: Member

Date: 11-26-2018

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

[Signature: Marla Roberts]

SIGNATURE OF NOTARY PUBLIC

State of INDIANA, County of Brown, SS:

Subscribed and Sworn before me this 26 day of November, 2018

Printed Name of Notary Public Marla Roberts

My Commission Expires _____



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

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

EXHIBIT A
REAL ESTATE

A part of the Northwest Quarter of the Southwest Quarter of Section 1, Township 18 North, Range 3 East, in Washington Township, Hamilton County, Indiana more particularly described as follows:

Beginning at the northwest corner of said Southwest Quarter; thence North 86 degrees 46 minutes 04 seconds East (basis of bearing assumed as South 00 degrees 12 minutes 06 seconds West along the west line of said Quarter Section) along the north line of said quarter a distance of 574.65 feet; thence South 00 degrees 07 minutes 12 seconds East a distance of 665.51 feet; thence North 89 degrees 47 minutes 54 seconds West perpendicular to said west line a distance of 577.36 feet to said line; thence North 00 degrees 12 minutes 06 seconds East along said line a distance of 631.08 feet to the Point of Beginning, containing 8.565 acres, more or less.

ROAD IMPACT FEE ESTIMATE

Estimate Request #: 18-RIFE-05
 Estimate Date: 08/20/18
 Assessment Performed by: Kevin Todd
 (I.C. 36-7-4-1321 and City Ordinance No. 12-13)

**Property Information:****Property Description:** Landing at Monon Marketplace, Lot 1**Applicant Information:** EdgeRock Development, LLC**Parcel:** 09-09-01-00-00-003.101, 09-09-01-01-02-001.000, 09-09-01-01-02-002.000

Name: Birch Dalton
Address: 555 E. Main Street
 Westfield, Indiana 46074

Address: TBD
Westfield, Indiana 46074

Contact: Jesse Pohlman
Phone: 317.696.9254

jpohlman@onpointeland.com**Zoning:** Gateway Southwest PUD**Development Information:****Existing:**

Commercial

Gateway Southwest PUD

Proposed:

11,300 square feet for restaurant

Road Impact Fee Calculation:

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

Land Use Code:	High-Turnover (Sit-Down) Restaurant (932)		
Independent Variable:	11,300	Sq. Ft. GFA	
Weighted Trip Average:	112.18	per 1,000 Sq. Ft. GFA	(average weekday 24-hour trip rate)

Trips:

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

Pass-by Trips:

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

Calculation:**Restaurant Space**

	Sq.Ft. GFA	Variable		Trip Average	
Trips:	11,300	/ 1,000	x	112.18	= 1,267.63 24-hour trips

Pass-by Trips: Average pass-by trip percentage: 43% pass-by trip reduction %
 545.08 pass-by trips

Credits: Structure Demolition of Waitt Lawn & Pet + Elevator 450.00 structure demolition credits
Total net trips: 272.55 24-hour trips

Road Impact Fee: \$299 per trip

Road Impact Fee Assessment:							Total Road Impact Fee:
24-hour trips	fee per trip		road impact fee	pass-by trip discount	redevelopment credits		
1,267.63	x \$299	=	\$ 379,023	- \$ 162,980	- \$ 134,550	=	\$ 81,493

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

CONTRACT

THIS CONTRACT is made and entered into _____, 2019, by and between the City of Westfield, Indiana, acting by and through its Board of Public Works and Safety, hereinafter referred to as the "LOCAL PUBLIC AGENCY", and A&F ENGINEERING CO., LLC., hereinafter referred to as the "CONSULTANT".

WITNESSETH

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

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

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

Section 1 Services by CONSULTANT

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

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

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

Section 3 Schedule and Notice to Proceed

- 3.1 The CONSULTANT shall begin the work under this Contract on January 1, 2019.

Section 4 Compensation

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

Section 5 General Provisions

5.1 Work Office

The CONSULTANT shall perform the work under this Contract at 8365 Keystone Crossing,

Suite 201, Indianapolis, Indiana 46240.

5.2 Employment

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

5.3 Covenant Against Contingent Fees

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

5.4 Subletting and Assignment of Contract

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

5.5 Ownership of Documents

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

5.6 Access to Records

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

5.7 Compliance with State and Other Laws

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

5.8 Responsibility for Claims and Liabilities

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

5.9 Status of Claims

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

5.10 Workman's Compensation and Liability Insurance

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

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

The kinds and amounts of insurance required are as follows:

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

5.11 Changes in Work

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

5.12 Delays and Extensions

The CONSULTANT agrees that no charges or claim for damages shall be made by him for

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

5.13 Abandonment and Termination

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

- (A) If the LOCAL PUBLIC AGENCY shall abandon the services herein mentioned, the CONSULTANT shall deliver to the LOCAL PUBLIC AGENCY all data, reports, drawings, specifications, and estimates completed or partially completed and these shall become the property of the LOCAL PUBLIC AGENCY . The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the CONSULTANT to the date of the abandonment and which estimate shall be a made by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgement for all services to be paid for on a lump sum basis.
- (B) If, at any time, for any cause whatsoever, the CONSULTANT shall abandon or fail to timely perform any of its duties hereunder, including the preparation and completion of plans and specifications within the several times herein before specified, or within such further extension or extensions or time as agreed upon, the LOCAL PUBLIC AGENCY may give written notice, that if the CONSULTANT shall not within twenty (20) calendar days from the date of such notice, have complied with the requirements of this Contract, then the Contract is deemed terminated. Upon the mailing or delivery of such notice or personal delivery thereof to the CONSULTANT, and the failure of the CONSULTANT within said described (20) day period to fully comply with each and all requirements of this Contract, this Contract shall terminate and the LOCAL PUBLIC AGENCY may by any method it deems to be necessary designate and employ other consultants by agreement or otherwise, to perform and complete the

services herein described. When written notice is referred to herein, it shall be deemed given when deposited in the mail addressed to the CONSULTANT at its last known address.

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

5.14 Successors and Assignees

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

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

5.15 Supplements

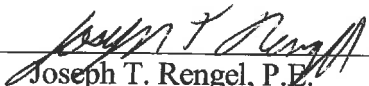
This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

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

A&F ENGINEERING CO., LLC.

BY 
Steven J. Fehribach, P.E.
President

Attest:

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

BOARD OF PUBLIC WORKS AND SAFETY
CITY OF WESTFIELD, INDIANA

BY _____
Member

BY _____
Member

BY _____
Member

Attest:

BY _____

APPENDIX "A"

SCOPE OF WORK

1. PROFESSIONAL SERVICES

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

2. STUDIES

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

3. MISCELLANEOUS

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

4. ADDITIONAL SERVICES

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

APPENDIX "B"

INFORMATION & SERVICE TO BE FURNISHED BY THE LOCAL PUBLIC AGENCY

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

APPENDIX "C"

COMPENSATION

1. Amount of Payment

A. Not to Exceed Fee:

This Contract shall be an hourly rate contract based on the following rates. However, a lump sum will be provided if requested by the City. The maximum Contract amount is \$23,362.50 unless modified by the City.

Principal	\$200.00
Project Manager	\$170.00
Transportation Engineer	\$145.00
Designer	\$130.00
Traffic Count Supervisor	\$85.00
CADD Technician	\$105.00
Traffic Counter	\$75.00

SUPPLEMENTAL AGREEMENT NO. 1

This Supplemental Agreement is made and entered into _____, 2018, by and between **City of Westfield**, acting by and through its **Board of Public Works and Safety** hereinafter referred to as "LOCAL PUBLIC AGENCY", and

A&F Engineering Co., LLC
8365 Keystone Crossing, Suite 201
Indianapolis, IN 46240

hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the LOCAL PUBLIC AGENCY did on January 8, 2016, enter into an Engineering Agreement with the CONSULTANT in relation to the following described project:

HSIP Funding for Lighting at Various Locations

WHEREAS, the LOCAL PUBLIC AGENCY desires the CONSULTANT to complete additional engineering and other related services for the above described project,

WHEREAS, in order to provide for the completion of the work, it is necessary to amend and supplement the Engineering Agreement.

NOW, THEREFORE, it is agreed by and between the parties as follows:

- I. APPENDIX "A" IS REPLACED WITH THE ATTACHED VERSIONS.
- II. APPENDIX "D" IS REPLACED WITH THE ATTACHED VERSIONS.
- III. CONSULTANT's fee is decreased by \$8,850.00 for services added under this Supplemental Agreement No. 1, for a total fee not to exceed \$81,150.00.
- III. EXCEPT AS HEREIN MODIFIED, CHANGED AND SUPPLEMENTED, ALL TERMS OF THE ORIGINAL ENGINEERING AGREEMENT DATED JANUARY 8, 2016, SHALL CONTINUE IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 1

CONSULTANT

LOCAL PUBLIC AGENCY

Board of Public Works and Safety
City of Westfield, Indiana



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

Member

Member

Member

Date:

Attest by:

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

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

The CONSULTANT shall be responsible for performing the following activities:

- A) Lighting Design
 - 1) Photometric Layout
 - 2) Plan Sheets
 - 3) Voltage Drop Calculations
 - 4) Detail Sheets
 - 5) Quantities and Estimate
 - 6) Special Provisions
- B) Utility Coordination
 - 1) Utility Coordination Process
 - 2) Utility Coordination Meeting
 - 3) Service Point Coordination and Details
 - 4) Review and Approval of Work Plans
- C) Environmental Documentation
 - 1) Statewide Programmatic Categorical Exclusion
 - 2) Minor Projects Programmatic Approval
- D) ~~Geotechnical Engineering~~
 - ~~1) Field Bores~~
 - ~~2) Geotechnical Report~~
 - ~~3) Foundation Analysis and Recommendations~~
- E) Staking (Field Conditions)
 - 1) Staking Proposed Lighting
 - 2) Staking Proposed Service Points
 - 3) Contractor Coordination

Locations of work shall be as follows:

Intersection
191 st and Tomlinson
Grand Park and Wheeler
Grand Park and 186 th
161 st and Carey
151 st and Carey
191 st and Chad Hittle
161 st and Union
151 st and Market Center
Ditch and Casey
169 th and Casey
169 th and Spring Mill
Westfield Boulevard Extension
151 st and Gray
Monon South of SR 32
Mill and SR 32
Mill and Union

APPENDIX "D"

The CONSULTANT shall receive as payment for the work as follows:

A. Lighting Design & Utility Coordination	Lump Sum	\$68,480.00
B. Environmental Documentation	Lump Sum	\$6,500.00
C. Geotechnical and Foundation Analysis	Lump Sum	\$12,800.00
D. Post-Bid Services and Pre-Con Meeting	Lump Sum	\$2,220.00
E. Staking and Coordination	Lump Sum	\$3,950.00

The total amount of the contract shall not exceed \$81,150.00 without approval from the LPA.

The CONSULTANT may submit a maximum of one invoice per calendar month under this contract. The invoice shall represent the value of partially completed work as of date of the invoice.



December 12, 2018

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:

- CalAtlantic Homes of IN, Coventry, Section 1A, Bond #SU1153395, \$43,376.00, Concrete Sidewalks
- CalAtlantic Homes of IN, Coventry, Section 1A, Bond #SU1153396, \$43,107.00, Concrete Curb
- CalAtlantic Homes of IN, Coventry, Section 1A, Bond #SU1153391, \$130,886.00, Asphalt Local Street
- CalAtlantic Homes of IN, Coventry, Section 1A, Bond #SU1154825, \$293,607.00, Storm Sewer System
- CalAtlantic Homes of IN, Coventry, Section 1A, Bond #SU1153390, \$125,268.00, Asphalt ROW Improvements – Grassy Branch Road
- CalAtlantic Homes of IN, Coventry, Section 1A, Bond #SU1153397, \$32,236.00, Asphalt Trail
- CalAtlantic Homes of IN, Coventry, Section 1B, Bond #SU115399, \$25,908.00, Concrete Curb
- CalAtlantic Homes of IN, Coventry, Section 1B, Bond #SU1153398, \$104,537.00, Asphalt Local Street
- CalAtlantic Homes of IN, Coventry, Section 1B, Bond #SU1153394, \$8,877.00, Asphalt Trail
- CalAtlantic Homes of IN, Coventry, Section 1B, Bond #SU1154824, \$231,825.00, Storm Sewer System
- CalAtlantic Homes of IN, Coventry, Section 1B, Bond #SU1153393, \$1,882.00, Concrete Sidewalks

Performance Bond Release

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

- Northpoint Owners, LLC, NorthPoint Road & Utility Infrastructure, Bond #800015529 \$793,326.00, Storm Sewer, Sidewalk, Trail, & Erosion Control & ROW Improvements
- Pulte Homes of IN, Viking Meadows Springs, Section1, Bond #929600444, \$60,421.20, Erosion Control
- Pulte Homes of IN, Enclave at Andover, Section 3, (Andover North 3), Bond #SUR0038694, \$38,817.86, Erosion Control
- Pulte Homes of IN, Andover North, Section 2, Bond #800015895, \$27,851.62, Erosion Control
- Pulte Homes of IN, Viking Meadows, Two Gaits, Sections 3 & 4, Bond #K08230687, \$45,447.59, Erosion Control
- Pulte Homes of IN, Viking Meadows, Two Gaits, Sections 3 & 4, Bond #K08230675, \$18,618.64, Multi-Use HMA Path Construction
- Pulte Homes of IN, Viking Meadows, Two Gaits, Sections 3 & 4, Bond #K08230663, \$6,408.60, Public Walks Construction
- Pulte Homes of IN, Viking Meadows, Two Gaits, Sections 3 & 4, Bond #K08230651, \$148,148.28, Storm Infrastructure Construction
- Pulte Homes of IN, Viking Meadows, Two Gaits, Sections 3 & 4, Bond #K0823064A, \$182,968.18, Pavement Improvements, Stone Base, Asphalt, & Curb Installation
- Pulte Homes of IN, Andover North, Section 2, Bond #800015893, \$15,461.60, Public Walks
- Pulte Homes of IN, Andover North, Section 2, Bond #800015898, \$73,696.06, Storm Infrastructure
- Pulte Homes of IN, Andover North, Section 2, Bond #800015897, \$123,982.94, Pavement Improvements, Stone Base, Asphalt & Curbs
- Pulte Homes of IN, Andover North, Section 4, Bond #452404S, \$258,545.38, Storm Infrastructure
- Pulte Homes of IN, Andover North, Section 4, Bond #452405S, \$153,061.12, Pavement Improvements, Stone Base, Asphalt & Curbs
- Pulte Homes of IN, Andover North, Section 4, Bond #452403S, \$6,340.40, Common Area sidewalks & ADA Ramps
- Pulte Homes of IN, Enclave at Andover, Section 1, Bond #SUR0036373, \$107,303.35, Erosion Control Items
- Pulte Homes of IN, Enclave at Andover, Section 1, Bond #59BSGHH5691, \$55,391.29, HMA Surface
- Pulte Homes of IN, Enclave at Andover, Section 1, Bond #59BSGHH5690, \$18,150.00, HMA Path

- Pulte Homes of IN, Enclave at Andover, Section 1, Bond #59BSGHH5692, \$44,833.91, Storm Sewer
- Pulte Homes of IN, Enclave at Andover, Section1, Bond #59BSBHH5693, \$5,698.00, Common Area Sidewalks & ADA Ramps
- Pulte Homes of IN, Lantern Park, Section 2, Bond #59BSBHV0553, \$98,042.38, Storm Sewer
- Pulte Homes of IN, Lantern Park, Section 2, Bond #59BSBHV0552, \$2,027.85, Sidewalk
- Pulte Homes of IN, Lantern Park, Section 2, Bond #59BSBHV0555, \$6,865.90, Trail
- Pulte Homes of IN, Lantern Park, Section 2, Bond #59BSBHV0554, \$91,794.71, Streets & Curbs
- Pulte Homes of IN, Viking Meadows Springs, Section 1, Bond #929600443, \$19,693.98, Public Walks
- Pulte Homes of IN, Viking Meadows Springs, Section 1, Bond #929400447, \$337,955.31, Storm Infrastructure
- Pulte Homes of IN, Viking Meadows Enclave, Section 1, Bond #929600434, \$41,461.52, Erosion Control
- Pulte Homes of IN, Viking Meadows Enclave, Section 1, Bond #929600438, \$5,930.32, Public Walks
- Pulte Homes of IN, Viking Meadows Enclave, Section 1, Bond #929600437, \$241,891.48, Storm Infrastructure
- Pulte Homes of IN, Andover North, Section 3, Bond #CMS293541, \$23,973.84, Storm Infrastructure
- Pulte Homes of IN, Andover North, Section 3, Bond #CMS293540, \$40,625.75, Common Area Sidewalks & ADA Ramps

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:

- Northpoint Owners, LLC, NorthPoint, Phase 1, Bond #800015536, \$72,120.45, Streets/Curbs, Storm Sewer, Sidewalks, Trail, & Erosion Control
- Sitecrete, LLC, Andover North, Section 2, Bond #30052383, \$1,546.16, Sidewalks
- United Infrastructure, Andover North, Section 2, Bond #9840933, \$7,370.00, Storm
- Conco Curbs & Paving, Andover North, Section 2, Bond #B3239438, \$1,636.47, Curb & Gutter
- Midwest Paving, Andover North, Section 2, Bond #7658821, \$6,916.42, Streets
- United Infrastructure, Andover North, Section 3, Bond #9840934, \$2,398.00, Storm
- Pulte Homes of Indiana, Andover North, Section 3, Bond #CMS293540M, \$4,062.60, Common Area Sidewalks

- Midwest Paving, Andover North, Section 3, Bond #7658858, \$8,811.21, Streets
- Sitecrete, LLC, Andover North, Section 3, Bond #30052382, \$2,960.20, Curbs
- Conco Curbs & Paving, Andover North, Section 4, Bond #B3239436, \$634.40, Common Area Sidewalks
- D&R Excavating, Inc. d/b/a Earth Resources, Andover North, Section 4, Bond #INC60944, \$21,981.92, Storm Sewers
- Conco Curbs & Paving, Andover North, Section 4, Bond #B3239437, \$3,594.15, Curb & Gutter
- Baumgartner & Company, Andover North, Section 4, Bond #30058632, \$10,396.80, On Site Road & Street Paving; Stone Base, Asphalt Intermediate & Surface
- Baumgartner & Company, Andover North, Section 4, Bond #30058631, \$11,407.60, R/W Work; Accel/Decel DOT Improvements, Stone Base, Asphalt Intermediate & Surface, Striping, Walk Path
- Pulte Homes of IN, Enclave at Andover, Section 1, Bond #59BSBHH5693M, \$569.80, Common Area Sidewalks
- Sitecrete, Enclave at Andover, Section 1, Bond #30052384, \$4,335.89, Curbs
- Harvey Construction Company, Enclave at Andover, Section 1, Bond #601142518, \$37,829.00, Storm Sewers
- Baumgartner & Company, Enclave at Andover, Section 1, Bond #30058633, \$7,029.60, R/W Work; Accel/Decel DOT Improvements; Stone Base; Asphalt Intermediate & Surface, Striping, Walk Path
- Baumgartner & Company, Enclave at Andover, Section 1, Bond #30058634, \$12,582.50, On-Site Road & Street Paving; ; Stone Base; Asphalt Intermediate & Surface, RPM's
- The Snider Group, Lantern Park, Section 2, Bond #3241215, \$9,805.00, Storm Sewer
- Indiana Reclamation & Excavating, Inc., Lantern Park, Section 2, Bond #106563470, \$202.79, Sidewalks
- E&B Paving, Lantern Park 2, Bond #30055405, \$7,739.20, Onsite Stone, Asphalt Binder, Asphalt Surface; Asphalt Path – Stone, Asphalt Binder & Asphalt Surface
- The Snider Group, Lantern Park, Section 2, Bond #3241214, \$1,970.00, Concrete Curb
- Valenti-Held Contractor/Developer, Inc., Enclave at Viking, Section 1, Bond #5042883, \$24,189.15, Storm Sewer
- Indiana Reclamation & Excavating, Inc., Enclave at Viking Meadows, Section 1, Bond #106563469, \$593.03, Sidewalks
- Pulte Homes of IN, Enclave at Viking Meadows, Section 1, Bond #30056175, \$18,159.23, Stone Base & Asphalt
- Pulte Homes of IN, Springs of Viking Meadows, Bond #30056174, \$1,969.40, Common Area Sidewalks
- Valenti-Held, Springs at Viking Meadows, Bond #5042884, \$33,795.53, Storm Sewer
- The Snider Group, Spring at Viking Meadows, Bond #3241213, \$2,952.00, Concrete Curbs

Maintenance Bond Release

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

- NONE

Letters of Credit

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

Letters of Credit Release

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

- Woodbury Ridge One, LOC #170050, \$292,785.00, Storm Sewer & Trail
- Woodbury Ridge One, LOC #170040, \$31,597.00, Trail

Cash In Lieu of Bond

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Cash In Lieu of Bond for the requested developments:

- OTH Mapleridge, Mapleridge, Phase 2, Section 3 & 4, \$2,040.00