



CITY OF WESTFIELD, IN
Board of Public Works_Meeting_Agenda_09_28_2016

Wednesday, September 28, 2016 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, September 28, 2016 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:

Documents: [Meeting Minutes - August 24, 2016](#)

Bid Approval

Action Item #2:

Ditch Road - Bid Opening

Documents: [Ditch Road Extension - Letter of Recommendation](#) | [Ditch Road Extension - Bid Tabs](#) | [Ditch Road Extension - Project Bidder List](#) | [Ditch Road Extension - Signing Authority](#)

Construction Standards & Specifications Changes

Contracts/Leases

Action Item #3:

INDOT-LPA Project Coordination Contract Renewal for Monon Trail Phase 7 Project

Documents: [INDOT LPA Agreement Monon Phase 7](#)

Action Item #4:

Citizens Energy Group - Water Relocation Contract - Ditch Road Extension

Documents: [CEG Water Relocations Pay Job Letter](#) | [CW Water Utility Reimbursement Agreement](#)

Action Item #5:

Citizens Energy Group - Sanitary Relocation Contract - Ditch Road Extension

Documents: [Sanitary Sewer Relocations Pay Job Letter](#) | [CW Sanitary Sewer Utility Reimbursement Agreement](#)

Action Item #6:

Professional Services Contract - Road Impact Fee Study

Documents: [Contract Road Impact Fee Study](#)

Miscellaneous

Action Item #7:

Approval to Trade Equipment (WPD)

Agreements and/or Memorandum of Understanding (MOU)

Action Item #8:

CCMG Agreement

Documents: [CCMG Agreement](#)

Consent Agenda

September Bond Information

Documents: [September Bond Information](#)

Department Reports

Fire

Documents: [WFD August Report](#)

Police

Documents: [WPD August Report](#)

Public Works

Documents: [WPWD August Report](#)

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY August 24, 2016

The Westfield Board of Public Works and Safety met on August 24, 2016 at the Westfield Public Works Conference Room. Present were, Mayor Cook, Randy Graham, Kate Snedeker (arrived 1:08), Records Manager, Kim Strang, and Nikki Finelli, representing legal counsel.

Randy Graham called the meeting to order at 1:01 P.M.

AGENDA ITEMS:

Action Item #1: Meeting Minutes Consideration for Approval:

Mayor Cook made the motion to approve the July 27, 2016 meeting minutes as presented and this was seconded by Randy Graham. Vote: Yes-2; No-0. Motion carried.

Bid Approval:

Action Item# 2: Westfield Boulevard Extension-Construction Bid

Phil Sundling presented stating that 8 bids were received with the lowest bid presented by Millennium Contractors, L.P. (\$2,804,039.86). Request is to accept the bid and give signing authority to Jeremy Lollar.

Mayor Cook made the motion to approve the bid and give signing authority to Jeremy Lollar. Randy Graham seconded. Vote: Yes-2; No-0. Motion carried.

CONSTRUCTION STANDARDS & SPECIFICATIONS CHANGES:

None

CHANGE ORDERS

None

CONTRACTS/LEASES:

Action Item #3: Goods & Services for the Construction of the Mon Trail-SR 32 to 181st Street

Phil Sundling presented asking to enter into a contract with E&B Paving, Inc. Starting date on project would be September 1, 2016 with completion date of October 30, 2016. Cost of project would be \$181,250.94.

Kate Snedeker made the motion to enter into the contract with E&B. Mayor Cook seconded. Vote: Yes-3; No-0. Motion carried.

MISCELLANEOUS

Action Item #4: Approval to Dispose & Replace Property/Equipment

Joel Rush presented asking for approval to trade-in assets (weapons) for credit to purchase and replace backup weapons and equipment.

Kate Snedeker made the motion to approve the disposal and replacement of the assets. Mayor Cook seconded. Vote: Yes-3; No-0. Motion carried.

AGREEMENTS AND/OR MEMORANDUM OF UNDERSTANDING (MOU)

Action Item #5: Petition-Westfield Grassy Knoll Reconstruction

Phil Sundling presented stating this is a request by Grassy Knoll homeowners to have the Board of Public Works petition the Hamilton County drainage board to maintain drainage of the public highways.

Mayor Cook made the motion to approve the signing of the drainage petition. Vote: Yes-3; No-0. Motion carried.

CONSENT AGENDA

Bond Information

Monon-Midland Loop Construction Plans-Signing of Cover Sheet

Road Impact Fee Installment Agreement-Cambria

Randy Graham made the motion to approve the Consent Agenda. Kate Snedeker seconded. Vote: Yes-3; No-0. Motion carried.

DEPARTMENT REPORTS

- **Fire** – Marcus Reed
- **Police**- Joel Rush
- **Public Works**- Phil Sundling

With no further business Mayor Cook made the motion to adjourn. Kate Snedeker seconded. The meeting was adjourned at 1:32 P.M.

Deputy Clerk-Treasurer

Board of Public Works and Safety



**City of Westfield Fire Department
Board of Public Works & Safety Report
August 1st – August 31st, 2016**

**Contact: Fire Chief
Marcus Reed
or Nikki Hartman
804-3304**

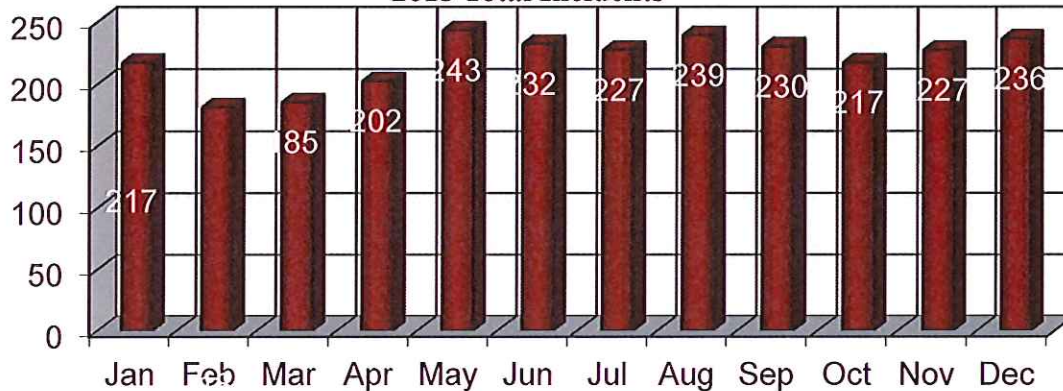


Westfield Fire Department 2015 Incident Statistics By Fire / Medical Groups

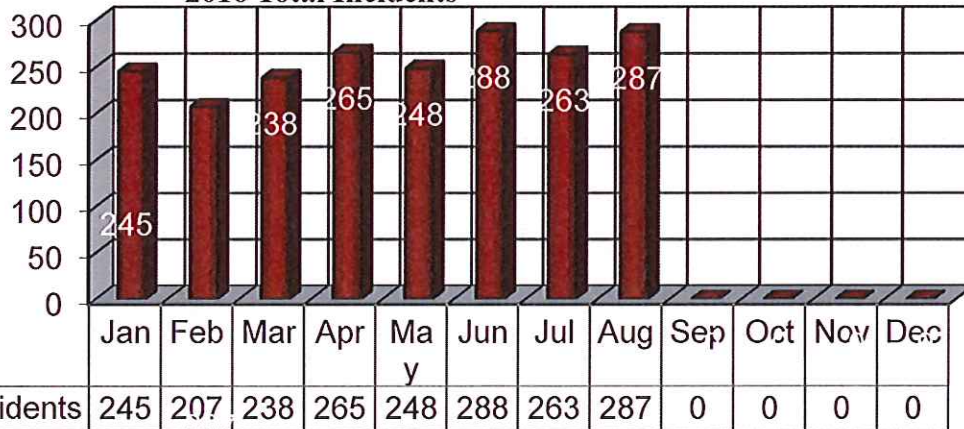


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Total WFD Fire Incidents	84	83	91	115	94	129	109	119					824	40.4%
Total WFD Medical Incidents	161	124	147	150	154	159	154	168					1217	59.6%
Total WWFD Incidents	245	207	238	265	248	288	263	287	0	0	0	0	2041	100%

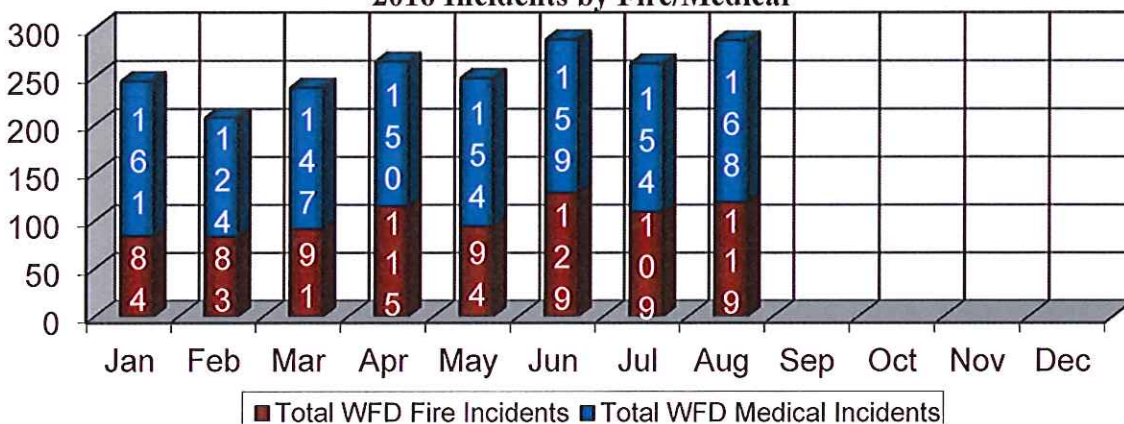
Westfield Fire Department
2015 Total Incidents



Westfield Fire Department
2016 Total Incidents



Westfield Fire Department
2016 Incidents by Fire/Medical



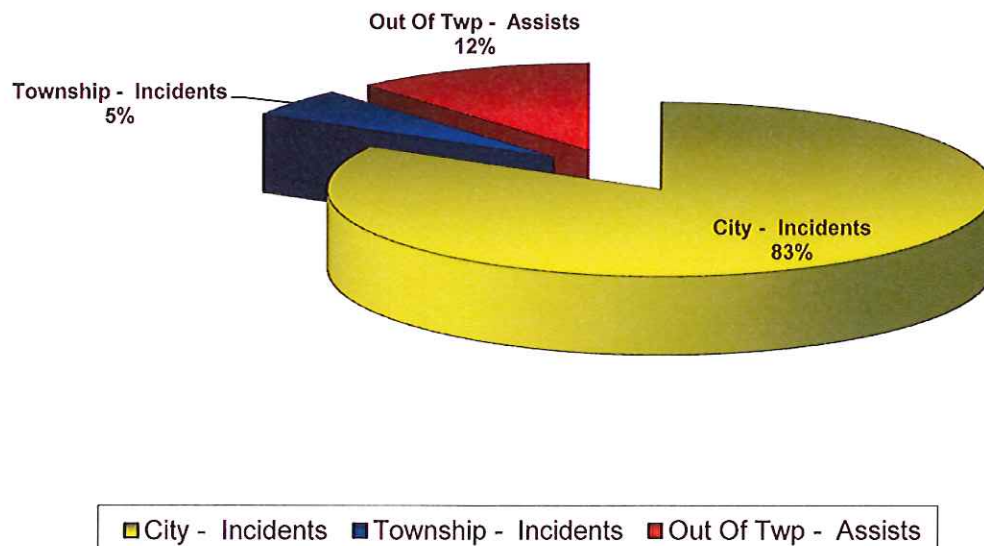


**Westfield Fire Department
2016 Fire/Medical Incidents
By Governmental Area**



2015 Incidents	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
City - Incidents	204	177	212	216	213	229	209	236					1696	83.1%
Township - Incidents	7	7	5	14	12	29	17	16					107	5.2%
Out Of Twp - Assists	34	23	22	33	23	30	37	35					237	11.6%

**Westfield Fire Department
2016 Incidents by Governmental Areas**





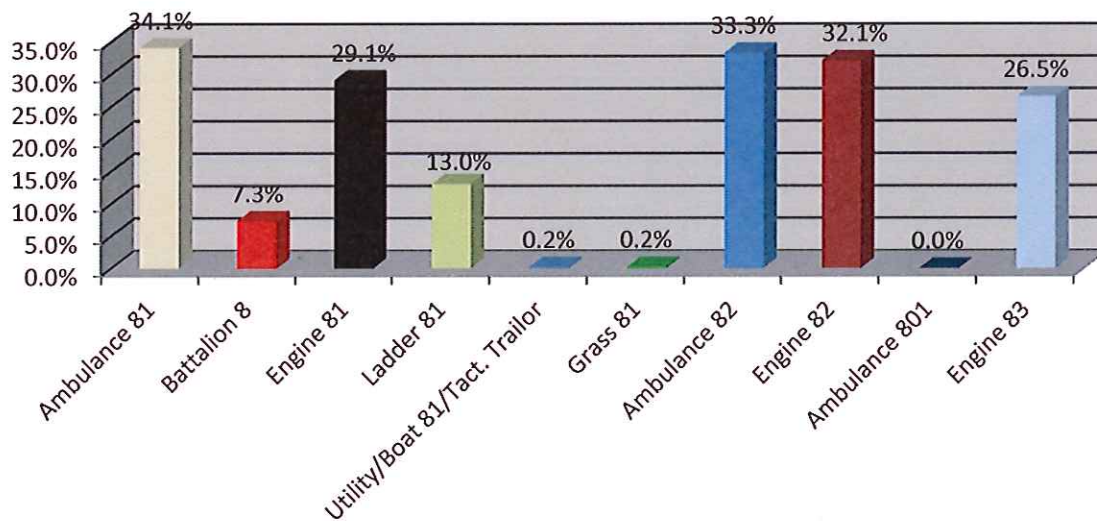
Westfield Fire Department 2016 Total Apparatus Responses By Unit & Station

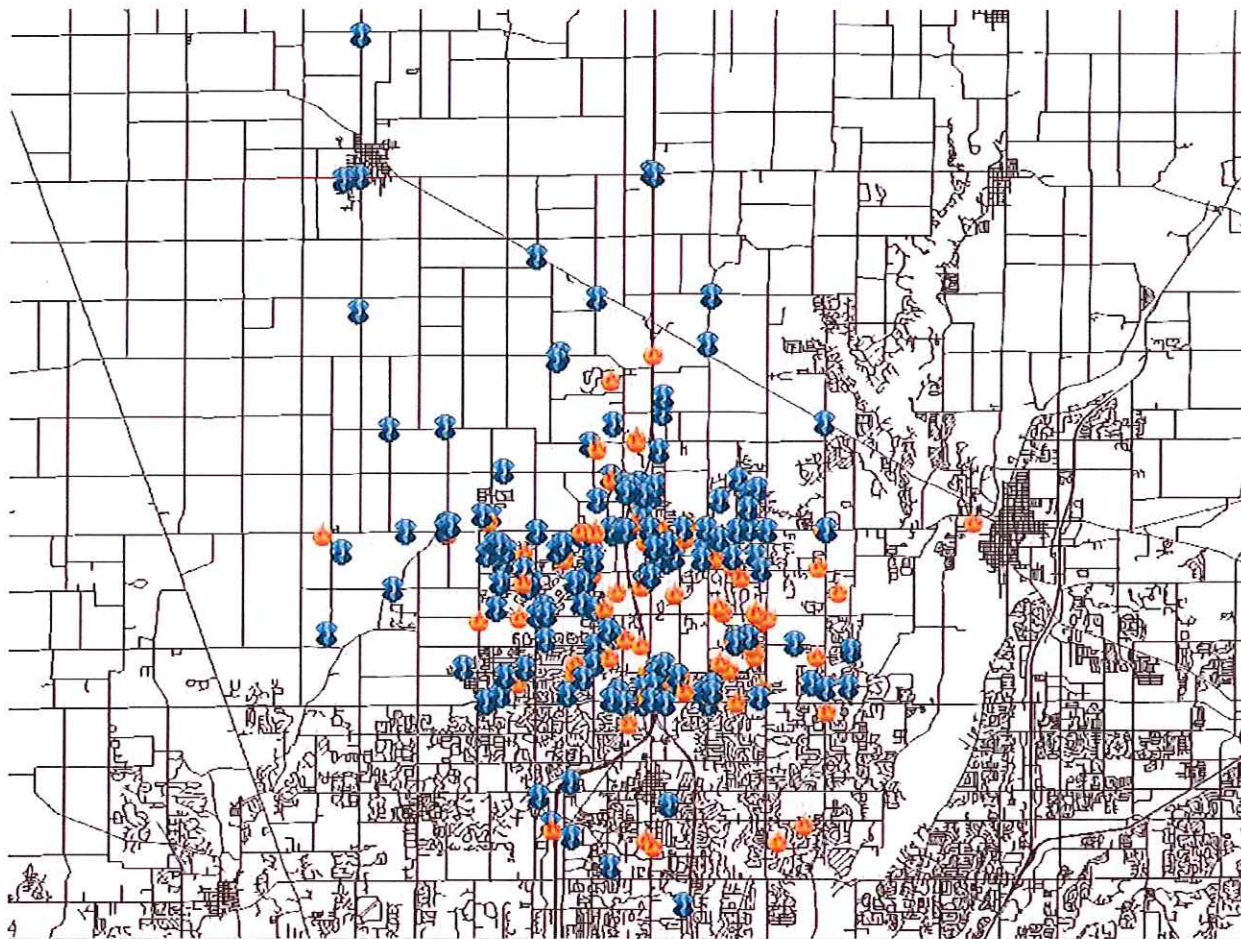


Station 81 Responses														Totals	%
Ambulance 81	87	59	80	90	95	109	81	94						695	34.1%
Battalion 8	15	25	14	13	16	27	18	21						149	7.3%
Engine 81	63	58	55	80	85	96	73	83						593	29.1%
Ladder 81	20	33	32	36	36	40	28	41						266	13.0%
Utility/Boat 81/Tact. Trailer	0	-	-	1	1	1	1	-						4	0.2%
Grass 81	0	1	-	1	1	1	-	1						5	0.2%
EMS 80	0	-	-	-	-	-	1	-						1	0.0%

Station 82 Responses														Totals	%
Ambulance 82	82	84	91	75	76	83	97	91						679	33.3%
Engine 82	73	76	81	81	75	86	90	93						655	32.1%
Ambulance 801	0	-	-	-	-	-	1	-						1	0.0%
Station 83 Responses														Totals	%
Engine 83	61	57	60	74	60	84	71	74						541	26.5%

Westfield Fire Department 2016 Total Apparatus Responses





Fire and Medical Runs for the month of August, 2016

Westfield Fire Department

Kristen Custom Report

Alarm Date Between {08/01/2016} And {08/31/2016}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	2	0.69%	\$4,300	51.80%
113 Cooking fire, confined to container	1	0.34%	\$0	0.00%
130 Mobile property (vehicle) fire, Other	1	0.34%	\$0	0.00%
140 Natural vegetation fire, Other	1	0.34%	\$0	0.00%
142 Brush or brush-and-grass mixture fire	1	0.34%	\$0	0.00%
150 Outside rubbish fire, Other	3	1.04%	\$0	0.00%
160 Special outside fire, Other	1	0.34%	\$2,000	24.09%
	10	3.48%	\$6,300	75.90%
3 Rescue & Emergency Medical Service Incident				
311 Medical assist, assist EMS crew	1	0.34%	\$0	0.00%
320 Emergency medical service, other	3	1.04%	\$0	0.00%
321 EMS call, excluding vehicle accident with	140	48.78%	\$0	0.00%
322 Motor vehicle accident with injuries	16	5.57%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	4	1.39%	\$0	0.00%
352 Extrication of victim(s) from vehicle	1	0.34%	\$0	0.00%
381 Rescue or EMS standby	1	0.34%	\$0	0.00%
	166	57.83%	\$0	0.00%
4 Hazardous Condition (No Fire)				
412 Gas leak (natural gas or LPG)	5	1.74%	\$0	0.00%
413 Oil or other combustible liquid spill	1	0.34%	\$0	0.00%
422 Chemical spill or leak	1	0.34%	\$0	0.00%
440 Electrical wiring/equipment problem, Other	1	0.34%	\$0	0.00%
	8	2.78%	\$0	0.00%
5 Service Call				
500 Service Call, other	1	0.34%	\$0	0.00%
511 Lock-out	1	0.34%	\$0	0.00%
520 Water problem, Other	1	0.34%	\$0	0.00%
531 Smoke or odor removal	4	1.39%	\$0	0.00%
550 Public service assistance, Other	7	2.43%	\$0	0.00%
551 Assist police or other governmental agency	17	5.92%	\$0	0.00%
553 Public service	1	0.34%	\$0	0.00%
554 Assist invalid	4	1.39%	\$0	0.00%
571 Cover assignment, standby, moveup	1	0.34%	\$0	0.00%
	37	12.89%	\$0	0.00%

Westfield Fire Department

Kristen Custom Report

Alarm Date Between {08/01/2016} And {08/31/2016}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
6 Good Intent Call				
600 Good intent call, Other	2	0.69%	\$0	0.00%
611 Dispatched & cancelled en route	28	9.75%	\$2,000	24.09%
622 No Incident found on arrival at dispatch	1	0.34%	\$0	0.00%
651 Smoke scare, odor of smoke	1	0.34%	\$0	0.00%
671 HazMat release investigation w/no HazMat	3	1.04%	\$0	0.00%
	35	12.19%	\$2,000	24.09%
7 False Alarm & False Call				
700 False alarm or false call, Other	4	1.39%	\$0	0.00%
730 System malfunction, Other	3	1.04%	\$0	0.00%
733 Smoke detector activation due to	5	1.74%	\$0	0.00%
735 Alarm system sounded due to malfunction	1	0.34%	\$0	0.00%
736 CO detector activation due to malfunction	2	0.69%	\$0	0.00%
740 Unintentional transmission of alarm, Other	6	2.09%	\$0	0.00%
743 Smoke detector activation, no fire -	4	1.39%	\$0	0.00%
744 Detector activation, no fire -	3	1.04%	\$0	0.00%
745 Alarm system activation, no fire -	1	0.34%	\$0	0.00%
746 Carbon monoxide detector activation, no CO	2	0.69%	\$0	0.00%
	31	10.80%	\$0	0.00%

Total Incident Count: 287

Total Est Loss: \$8,300

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

August 2016

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WESTFIELD POLICE DEPARTMENT

August 2016

Events by Nature: Calls For Service (Non-Self-Initiated)

Abduction/ Kidnapping	0
Abuse/ Abandonment/Neglect	1
Admin- K-9 Detail	0
Admin- Log Information	0
Admin-Public Relations	4
Admin- Special Detail	1
Admin- Test Calls	0
Admin- Tow Release	0
Admin- Warning Correction	0
Alarm- Bank	1
Alarm- Business	50
Alarm- Residence	72
Animal- Complaints	44
Assault- Battery	7
Assault- Sexual	3
Assist- Fire Incident	7
Assist- Medical Incident	6
Assist- Other Agencies	35
Bomb Found/ Suspicious Pkg	2
Burglary/ Home Invasion	10
Damage/ Vandalism/ Mischief	10
Deceased- All Others	0
Disturbance	41
Drugs- Complaint	7
Fight	1
Fireworks Complaint	2
Fraud- Criminal Deception	1
Fraud- Forgery	21
Fraud- Prescription	1
Harassment/ Stalking/ Threat	27
Indecency / Lewdness	1
Intoxicated- Possible DUI	12
Loud Party	1
Mental/ Emotional	17
Miscellaneous	15
Noise Complaint	16
Nuisance	0
Person - Missing	4

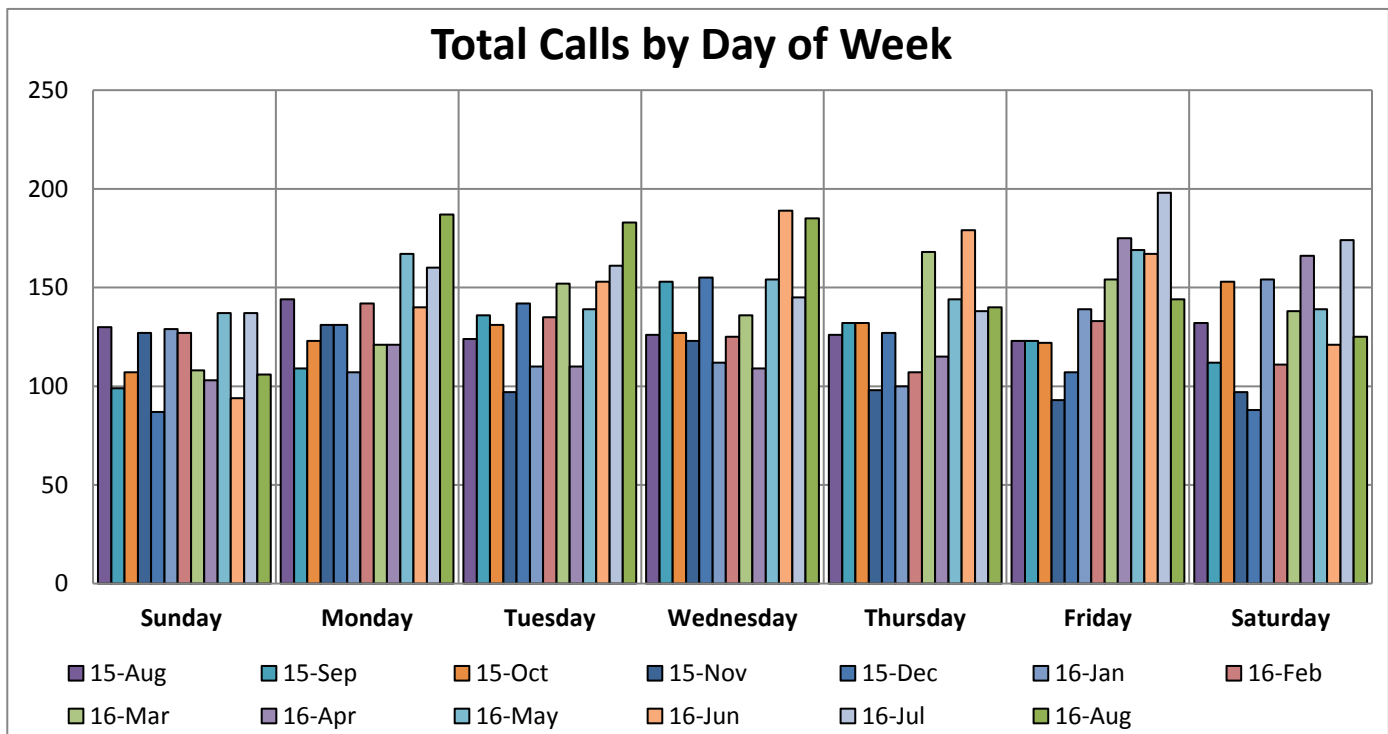
Person- Runaway	1
Robbery-Carjacking	0
Service Call- 9-1-1 Hang Up	23
Service Call- Damage to Property	12
Service Call- Found Property	18
Service Call- Keep the Peace	47
Service Call- Lost Property	4
Service Call- Notification	3
Service Call- Security Check	5
Service Call- Vehicle Lockout	46
Service Call- Vin Check	29
Service Call- Welfare Check	49
Suicidal- Attempted	0
Suicidal- Persons Threatening	4
Supplemental- Case Follow Up	64
Suspicious- Noises	4
Suspicious- Open Door/ Window	3
Suspicious- Person/Prowler	30
Suspicious- Solicitor	24
Suspicious- Vehicle	31
Theft- From a Vehicle	11
Theft- Of a Vehicle	3
Theft- Others	27
Theft- Shoplifting	5
Trespassing/ Unwanted Person	6
Trfc Complaint - Abandoned Veh	5
Trfc Complaint- Driving Issues	50
Trfc Complaint- Parking Issues	14
Trfc Hazard- Debris in Road	14
Trfc Hazard- Disabled Vehicle	17
Trfc Hazard- Trfc Signal Out	3
Trnsprtn Acdnt- MV Hit & Run	9
Trnsprtn Acdnt- MV Prop Damg	59
Trnsprtn Acdnt- MV Prsnl Inj	11
Verbal Argument	3
Warrant Service	9
Weapons- Person Carrying	0
Weapons- Shots Fired	1

WESTFIELD POLICE DEPARTMENT

August 2016

Total # of Calls by Day of Week (non-self initiated)

DAY	15-Aug	15-Sep	15-Oct	15-Nov	15-Dec	16-Jan	16-Feb	16-Mar	16-Apr	16-May	16-Jun	16-Jul	16-Aug
Sunday	130	99	107	127	87	129	127	108	103	137	94	137	106
Monday	144	109	123	131	131	107	142	121	121	167	140	160	187
Tuesday	124	136	131	97	142	110	135	152	110	139	153	161	183
Wednesday	126	153	127	123	155	112	125	136	109	154	189	145	185
Thursday	126	132	132	98	127	100	107	168	115	144	179	138	140
Friday	123	123	122	93	107	139	133	154	175	169	167	198	144
Saturday	132	112	153	97	88	154	111	138	166	139	121	174	125
TOTAL	905	864	895	766	837	851	880	977	899	1049	1043	1113	1070



WESTFIELD POLICE DEPARTMENT

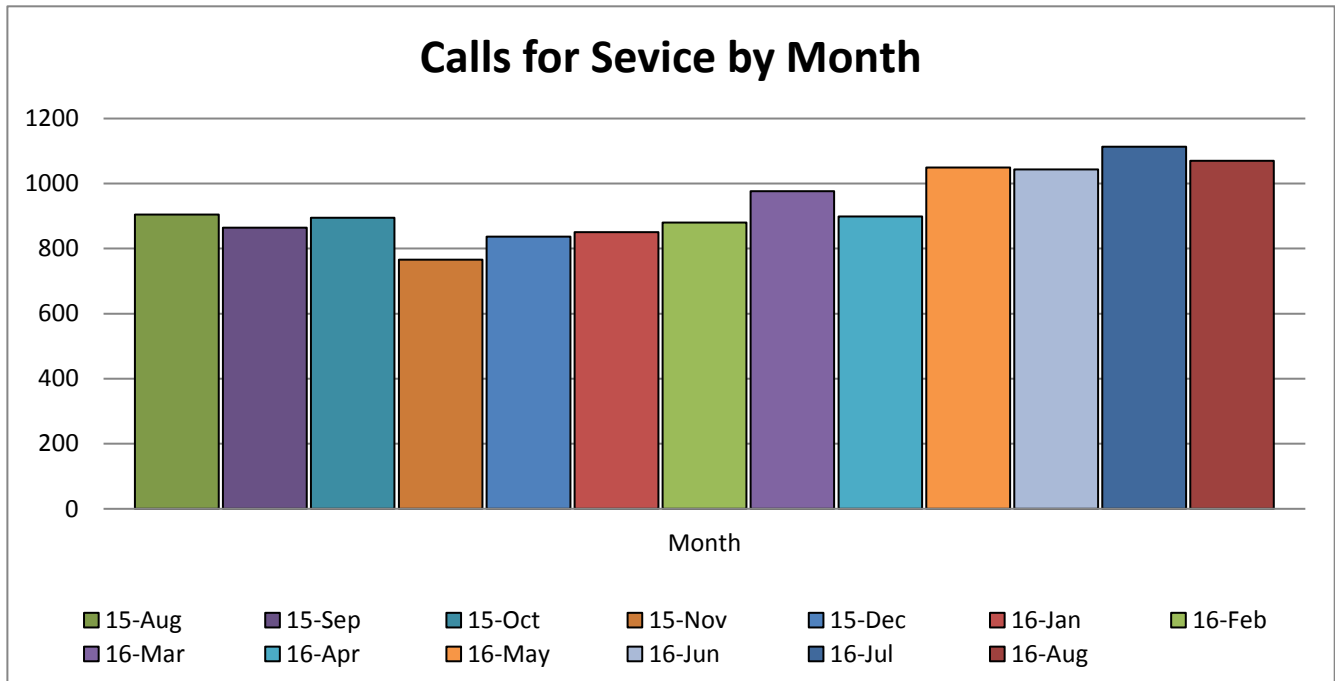
August 2016

Total # of Calls by Hour of Day (non-self initiated)

HOURL	15-Aug	15-Sep	15-Oct	15-Nov	15-Dec	16-Jan	16-Feb	16-Mar	16-Apr	16-May	16-Jun	16-Jul	16-Aug
0	29	19	19	30	25	22	20	26	19	12	26	39	24
1	19	16	14	10	17	14	10	11	11	10	16	26	21
2	13	9	12	9	12	17	9	12	7	12	12	17	11
3	13	6	10	9	15	15	10	10	8	9	15	12	11
4	9	7	12	13	12	10	9	10	9	12	8	14	12
5	10	6	8	6	13	13	8	8	12	9	13	22	11
6	14	15	16	8	18	19	15	13	5	13	17	12	14
7	30	25	28	25	28	30	20	31	34	24	29	32	32
8	36	37	33	25	32	44	39	46	38	40	33	50	51
9	51	41	41	31	41	43	34	47	49	44	47	38	50
10	43	53	40	35	49	50	49	45	49	66	59	54	53
11	57	62	48	41	49	49	49	59	45	69	68	56	70
12	52	52	53	48	57	33	46	46	42	64	70	67	51
13	54	57	51	56	37	48	52	62	64	65	82	60	57
14	43	51	65	44	48	58	69	57	47	70	64	58	51
15	57	71	66	62	56	68	71	69	72	63	63	72	83
16	56	56	69	43	56	51	60	60	56	73	55	71	68
17	62	48	56	50	53	47	69	85	72	73	60	63	71
18	60	60	56	60	48	54	60	81	54	68	61	56	68
19	53	39	52	41	50	38	51	49	47	58	60	64	59
20	37	37	44	29	32	38	39	48	52	48	45	61	58
21	47	44	32	38	38	32	32	36	41	57	52	62	61
22	37	27	40	23	33	29	34	40	37	38	52	65	38
23	23	26	30	30	18	29	25	26	29	52	36	42	45
TOTAL	905	864	895	766	837	851	880	977	899	1049	1043	1113	1070

WESTFIELD POLICE DEPARTMENT

August 2016



WESTFIELD POLICE DEPARTMENT

August 2016

UCR OFFENSES

OFFENSE	15-Aug	15-Sep	15-Oct	15-Nov	15-Dec	16-Jan	16-Feb	16-Mar	16-Apr	16-May	16-Jun	16-Jul	16-Aug
Arson	1	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	0	0	0	0	0	0	0	1	0	0	0
Robbery	1	0	0	0	0	0	0	0	0	0	0	0	0
Battery - Aggravated	2	6	0	1	5	1	4	3	0	2	0	0	2
Battery - Simple	20	13	14	14	19	14	10	15	11	11	11	13	23
Burglary	5	3	3	3	2	4	2	1	1	2	2	1	5
Theft	24	42	24	25	29	27	19	30	32	44	37	44	30
Motor Vehicle Theft	2	1	2	2	1	2	0	0	2	1	2	1	1
TOTAL	55	65	43	45	56	48	35	49	46	61	52	59	61

WESTFIELD POLICE DEPARTMENT

August 2016

NON UCR OFFENSES (PART II)

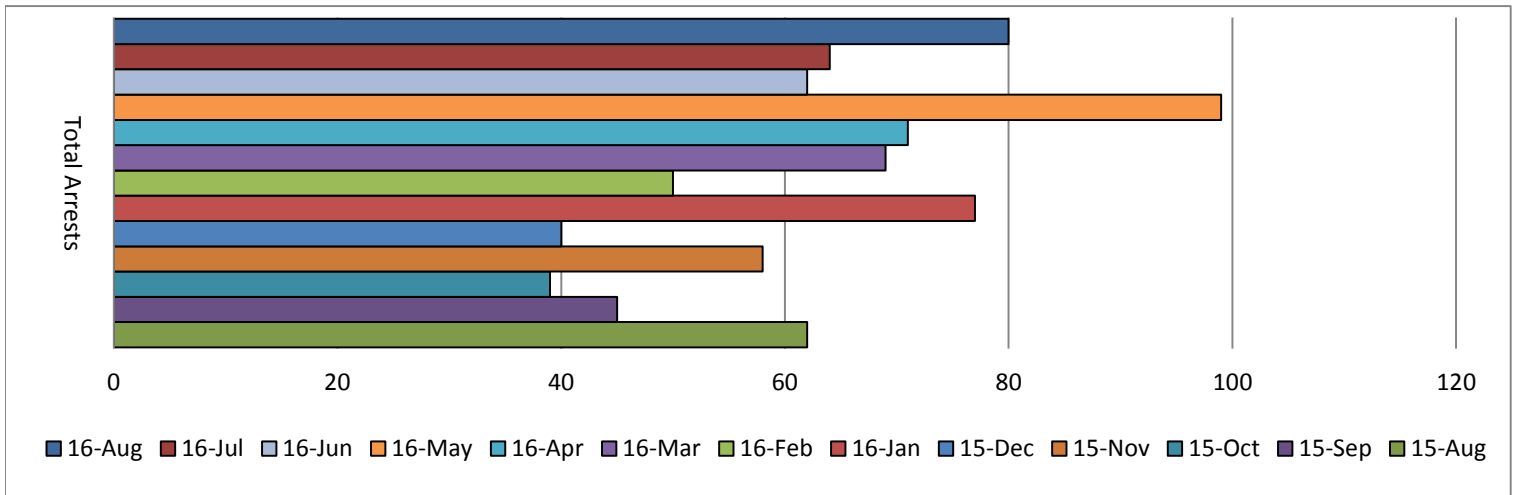
ANIMALS/ INCLUDING DOG BITES	3
ASSIST OTHER AGENCY	3
CHILD ABUSE / NEGLECT REPORTED	14
CHILD CUSTODY DISPUTE	2
CIVIL DISPUTE	7
CRIMINAL MISCHIEF/VANDALISM	13
DAMAGED PROPERTY	6
DEATHS OTHER THAN HOMICIDE/SUICIDE	1
DISORDERLY CONDUCT	4
DISTURBANCE/ARGUMENTS/FIGHTS	19
DRIVING WHILE SUSPENDED	11
DRUG ABUSE VIOLATIONS	0
FIRES / UNDETERMINED	0
FRAUD	19
HARASSMENT	0
IDENTITY THEFT	1
JUVENILE COMPLAINT	0

LEAVING THE SCENE	6
LIQUOR LAW VIOLATIONS	1
MISSING PERSON	3
NOISE COMPLAINT	1
OPERATING WHILE INTOXICATED	9
OPERATING WITH NO LICENSE	15
PROPERTY FOUND	14
PROPERTY LOST	17
RUNAWAY	0
SUICIDE/ATTEMPTS/THREATS OF	6
SUSPICIOUS INCIDENT/PERSON	13
THREATS/INTIMIDATION	0
TRAFFIC VIOLATIONS	1
TRESPASSING	0
WARRANT ARREST	4
WEAPON VIOLATION	2
WELFARE CHECK	0

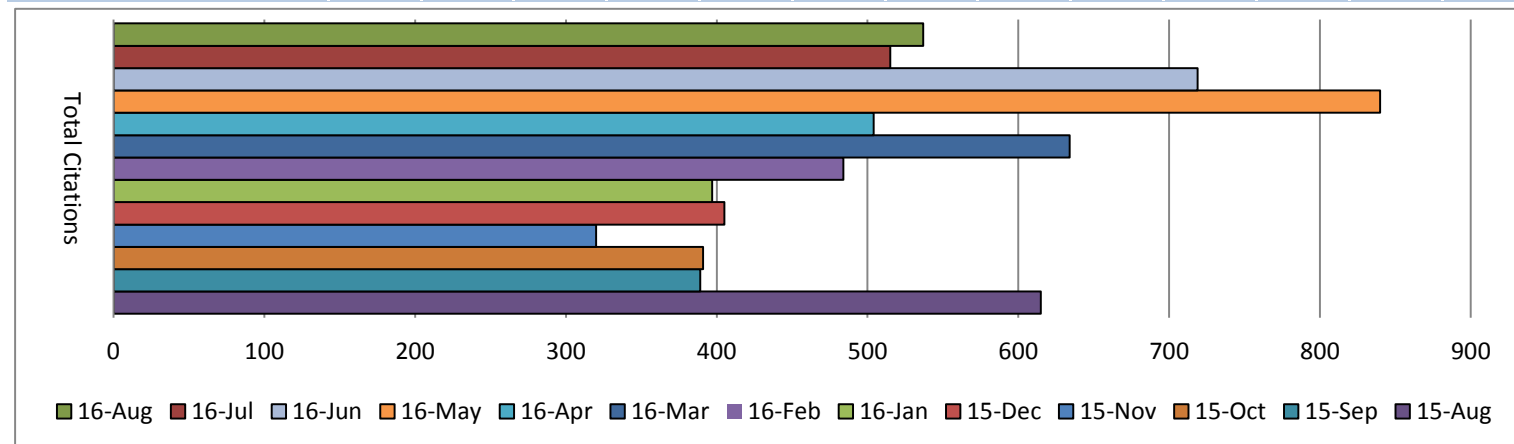
WESTFIELD POLICE DEPARTMENT

August 2016

Arrest Reports Taken	15-Aug	15-Sep	15-Oct	15-Nov	15-Dec	16-Jan	16-Feb	16-Mar	16-Apr	16-May	16-Jun	16-Jul	16-Aug
Alcohol/ Drug Related	24	20	21	18	13	36	21	22	29	50	23	37	32
Felony Charges	12	11	5	8	7	15	14	23	8	27	17	18	17
Misdemeanor Charges	66	50	53	65	52	73	66	81	102	131	86	83	94
Traffic Arrest Charges	37	39	20	33	33	39	40	40	54	56	51	41	51
Total Arrests	62	45	39	58	40	77	50	69	71	99	62	64	80



Traffic	15-Aug	15-Sep	15-Oct	15-Nov	15-Dec	16-Jan	16-Feb	16-Mar	16-Apr	16-May	16-Jun	16-Jul	16-Aug
Total Citations	615	389	391	320	405	397	484	634	504	840	719	515	537
Total Written Warnings	793	693	706	820	927	994	890	1232	1094	1307	1366	1211	1205
Total Traffic Accidents	55	54	49	54	52	66	56	46	45	45	60	45	62
<i>Hit and Run</i>	4	6	3	5	3	9	5	4	6	8	8	6	4
<i>Personal Injury</i>	9	13	6	4	14	6	7	7	8	7	9	6	12
<i>*Fatality</i>	0	0	0	0	0	0	0	0	0	0	0	0	0
<i>Property Damage</i>	42	35	40	45	35	51	44	35	31	30	43	33	46

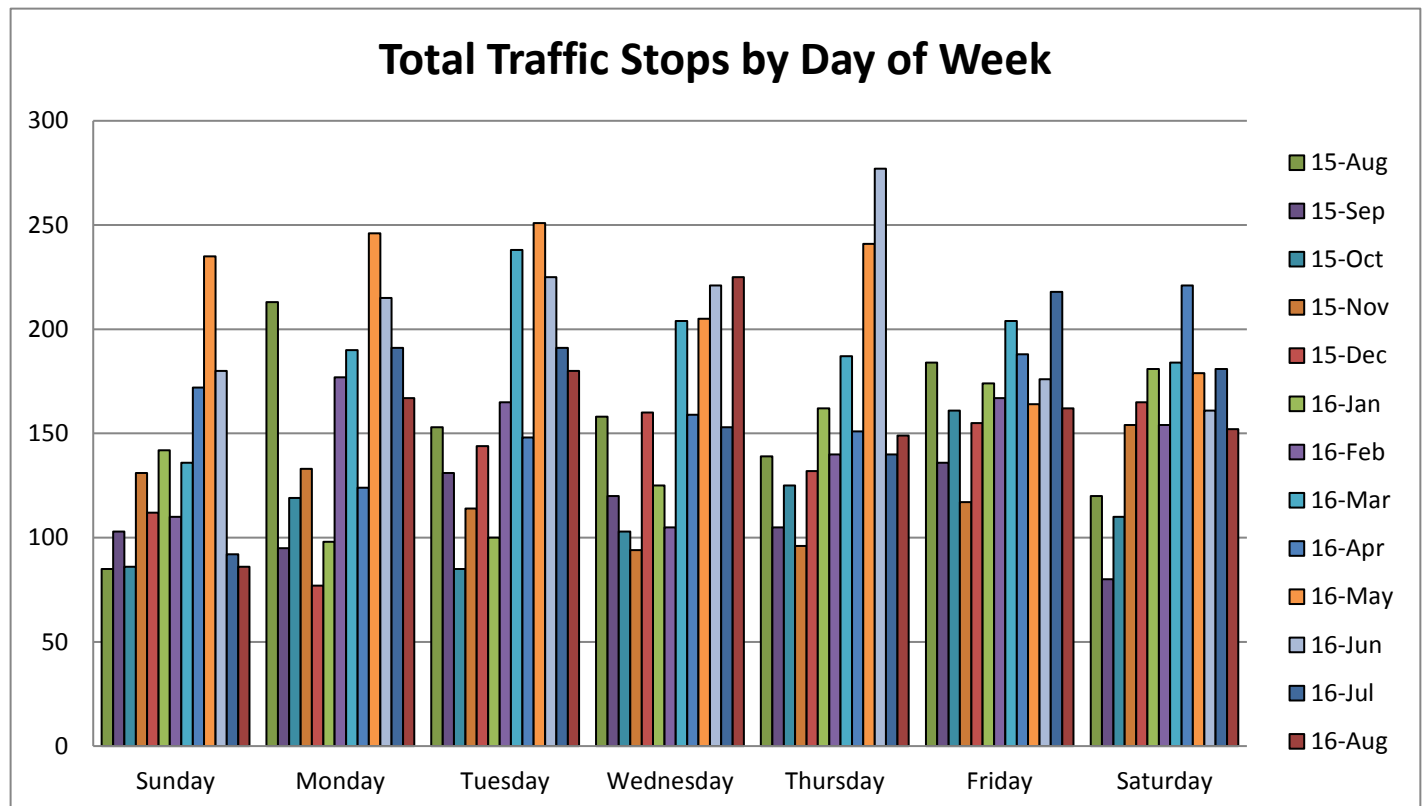


WESTFIELD POLICE DEPARTMENT

August 2016

Traffic Stops: SELF INITIATED by Day of Week

Day:	15-Aug	15-Sep	15-Oct	15-Nov	15-Dec	16-Jan	16-Feb	16-Mar	16-Apr	16-May	16-Jun	16-Jul	16-Aug
Sunday	85	103	86	131	112	142	110	136	172	235	180	92	86
Monday	213	95	119	133	77	98	177	190	124	246	215	191	167
Tuesday	153	131	85	114	144	100	165	238	148	251	225	191	180
Wednesday	158	120	103	94	160	125	105	204	159	205	221	153	225
Thursday	139	105	125	96	132	162	140	187	151	241	277	140	149
Friday	184	136	161	117	155	174	167	204	188	164	176	218	162
Saturday	120	80	110	154	165	181	154	184	221	179	161	181	152
TOTAL	1052	770	789	839	945	982	1018	1343	1163	1521	1455	1166	1121



WESTFIELD POLICE DEPARTMENT

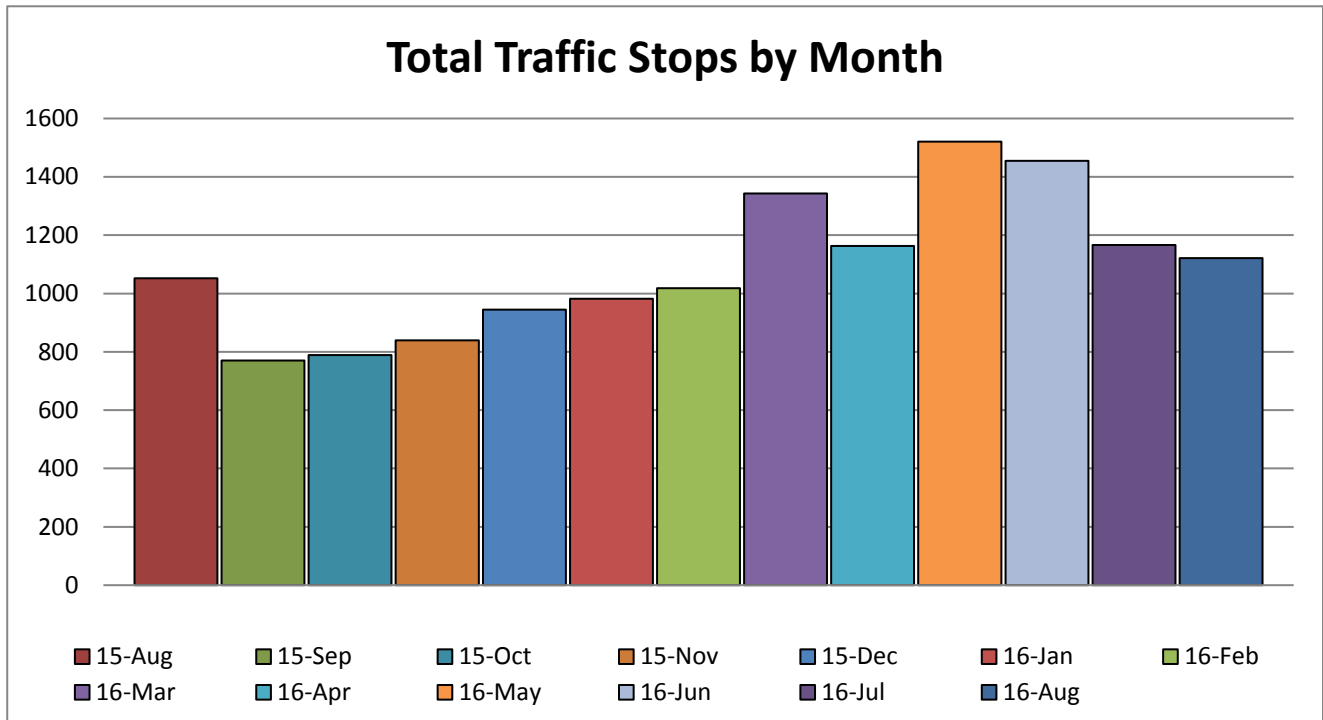
July 2016

Traffic Stops: SELF INITIATED by Hour of Day

Hour:	15-Aug	15-Sep	15-Oct	15-Nov	15-Dec	16-Jan	16-Feb	16-Mar	16-Apr	16-May	16-Jun	16-Jul	16-Aug
0	46	37	36	32	35	39	31	61	37	47	70	61	47
1	31	24	19	16	23	19	22	35	25	40	34	41	38
2	21	18	17	9	9	20	11	15	20	15	19	17	11
3	13	14	3	5	6	11	8	15	12	9	2	6	10
4	7	1	3	0	9	9	11	28	11	20	11	6	8
5	3	8	14	12	9	3	4	9	10	18	22	7	5
6	26	18	10	25	12	22	29	28	22	44	39	47	23
7	87	79	58	58	50	55	57	83	86	103	69	60	77
8	76	50	47	92	75	50	58	93	59	84	90	28	62
9	41	23	40	40	33	33	59	77	70	78	75	76	52
10	80	34	63	64	78	53	78	86	93	120	140	116	97
11	35	19	26	30	50	34	54	57	54	79	82	73	56
12	47	41	34	35	30	27	38	43	33	63	51	39	30
13	80	40	49	44	46	55	57	59	84	96	77	47	68
14	78	55	46	30	55	52	55	81	101	109	71	67	63
15	57	50	27	31	54	46	43	63	54	88	65	60	60
16	36	26	21	39	46	28	38	51	39	67	58	32	26
17	24	24	30	30	42	40	54	53	49	61	55	39	35
18	61	27	79	74	89	118	88	112	86	126	130	96	98
19	43	33	52	59	58	107	63	97	60	102	93	63	54
20	18	18	13	12	15	14	19	18	19	17	6	8	28
21	39	33	29	23	30	25	41	33	45	30	41	29	42
22	48	54	40	42	41	65	55	58	53	55	81	76	71
23	55	44	33	37	50	57	45	88	41	50	74	72	60
TOTAL	1052	770	789	839	945	982	1018	1343	1163	1521	1455	1166	1121

WESTFIELD POLICE DEPARTMENT

August 2016



**Westfield Police Department
Community Events
August 2016**

8/2 Jake Laird Community Day/National Night Out

8/3 Washington Woods Elementary School Police Department Tour and talk about what police office do – Lt. Gorrell

8/8 Monon Trail Elementary School Back to School Event – Officer Velazquez

8/19 Little Lamb Daycare Safety Seat Checks for customers – Officer Martin

8/25 Oak Trace Elementary School Police Department Tour – Lt. Gorrell

**Westfield Police Department
Monthly Training Summary
August 2016**

8/2-3 Officer and Agency Wellness – Hiring and Retiring Healthy – Lt. Seagrave

8/2-5 Reid Techniques of Interview and Advanced Interrogation – Officers Griffin and Henriquez

8/4 Monthly K-9

8/8-11 Active Shooter – Departmental Training

8/18 FBI Annual Re-Trainer – Lt. Vickroy, Capt. Hollowell, Chief Rush, Asst. Chief Jordan, Lt. Siara and Officers Carter and Kang

8/22-23 Taser Instructor Recertification – Lt. Lilly and Det. Howard

8/22-25 K-9 Olympics/Recertification – Officers Kang and Swiatkowski

8/22-9/1 Fire Arson Origin and Cause Investigations – Det. Marlow

8/22-24 Below 100 – Departmental Training

8/25 The Role of School Resource Officers in School – Officer Martin

8/29-30 Advanced Roadside Interview Techniques for Patrol Officers – Officer Meier

8/29-30 ALICE Instructor Certification – Officer Dougherty



September 23, 2016

Jeremy Lollar
Director of Public Works
City of Westfield
2706 E. 171st Street
Westfield, IN 46074

RE: Ditch Road Extension – Recommendation Letter – City of Westfield
Board of Public Works

Mr. Pence

We have reviewed the construction bids for the above-referenced project as submitted on September 22, 2016 and found E&B Paving, Inc. to be the lowest responsive bidder for the Base Bid and Alternate Bid No.1, in the following amounts:

Base Bid	\$2,428,261.32
Alternate Bid No. 1	\$131,905.61

E&B Paving Inc. has completed similar work for projects in the past and it is believed that they are capable of completing the work as required. It is our recommendation that a Notice of Award be issued to E&B Paving Inc for the Base Bid and Alternate Bid No.1.

We appreciate the opportunity to be involved in this important project on behalf of the City of Westfield Board or Public Works. If you have any comments or concerns, please contact the undersigned.

Very truly yours,

BUTLER, FAIRMAN and SEUFERT, INC.

Andrea Langille, PE
alangille@BFSEngr.com

c: Gary Pence- Project Manager

Headquarters:

8450 Westfield Blvd., Suite 300
Indianapolis, IN 46240-5920
T 317.713.4615
F 317.713.4616
E bfs@BFSEngr.com
www.BFSEngr.com

Branch Locations:

Fort Wayne
Jeffersonville
Lafayette
Merrillville
Plainfield

Founded 1961



BUTLER, FAIRMAN & SEUFERT, INC., (317) 713-4615

PROJECT: Ditch Road Extension
City of Westfield



BIDS RECEIVED ON: September 22, 2016

BASE BID				Engineer's Estimate		E&B Paving		Reith- Riley		Milestone		3D Company		Gradex		Crider and Crider	
Item No.	Description	Quantity	Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	CONSTRUCTION ENGINEERING	1	LS	\$ 70,010.51	\$70,010.51	\$26,200.00	\$26,200.00	\$26,900.00	\$26,900.00	\$55,000.00	\$55,000.00	\$35,805.00	\$35,805.00	\$75,000.00	\$75,000.00	\$74,472.29	\$74,472.29
2	MOBILIZATION AND DEMOBILIZATION	1	LS	\$ 140,021.01	\$140,021.01	\$128,000.00	\$128,000.00	\$175,019.54	\$175,019.54	\$137,128.50	\$137,128.50	\$101,300.00	\$101,300.00	\$125,000.00	\$125,000.00	\$140,000.00	\$140,000.00
3	CLEARING RIGHT OF WAY	1	LS	\$ 83,830.08	\$83,830.08	\$50,000.00	\$50,000.00	\$42,991.59	\$42,991.59	\$55,000.00	\$55,000.00	\$15,700.00	\$15,700.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
4	EXCAVATION, COMMON	15,604	CYS	\$ 20.00	\$312,080.00	\$12.00	\$187,248.00	\$15.74	\$245,606.96	\$12.00	\$187,248.00	\$11.89	\$185,531.56	\$12.00	\$187,248.00	\$25.00	\$390,100.00
5	EXCAVATION, COMMON , UNDERCUTS, UNDISTRIBUTED	1,104	CYS	\$ 20.00	\$22,080.00	\$3.00	\$3,312.00	\$15.74	\$17,376.96	\$18.50	\$20,424.00	\$13.44	\$14,837.76	\$3.00	\$3,312.00	\$10.00	\$11,040.00
6	SEDIMENT, REMOVE	50	CYS	\$ 120.71	\$6,035.50	\$30.00	\$1,500.00	\$39.09	\$1,954.50	\$30.00	\$1,500.00	\$8.10	\$405.00	\$30.00	\$1,500.00	\$25.00	\$1,250.00
7	BORROW	1,146	CYS	\$ 11.21	\$12,846.66	\$0.01	\$11.46	\$0.01	\$11.46	\$5.00	\$5,730.00	\$1.00	\$1,146.00	\$0.01	\$11.46	\$0.01	\$11.46
8	TEMPORARY CHECK DAM, REVETMENT RIPRAP	143	TON	\$ 125.00	\$17,875.00	\$33.00	\$4,719.00	\$50.09	\$7,162.87	\$42.00	\$6,006.00	\$47.88	\$6,846.84	\$33.00	\$4,719.00	\$75.00	\$10,725.00
9	INLET PROTECTION	42	EACH	\$ 125.00	\$5,250.00	\$75.00	\$3,150.00	\$75.00	\$3,150.00	\$75.00	\$3,150.00	\$93.00	\$3,906.00	\$75.00	\$3,150.00	\$75.00	\$3,150.00
10	SILT SAVER SQUARE INLET PROTECTION	4	EACH	\$ 120.44	\$481.76	\$550.00	\$2,200.00	\$550.00	\$2,200.00	\$550.00	\$2,200.00	\$459.00	\$1,836.00	\$550.00	\$2,200.00	\$350.00	\$1,400.00
11	SILT FENCE	6,510	LFT	\$ 1.68	\$10,936.80	\$1.25	\$8,137.50	\$1.82	\$11,848.20	\$1.87	\$12,173.70	\$1.49	\$9,699.90	\$1.25	\$8,137.50	\$1.25	\$8,137.50
12	SUBGRADE TREATMENT, TYPE II	744	SYS	\$ 11.00	\$8,184.00	\$9.00	\$6,696.00	\$14.05	\$10,453.20	\$18.00	\$13,392.00	\$10.65	\$7,923.60	\$9.00	\$6,696.00	\$9.00	\$6,696.00
13	SUBGRADE TREATMENT, TYPE IB	22,955	SYS	\$ 7.00	\$160,685.00	\$5.75	\$131,991.25	\$6.02	\$138,189.10	\$4.25	\$97,558.75	\$5.31	\$121,891.05	\$5.75	\$131,991.25	\$5.75	\$131,991.25
14	B BORROW	330	CYS	\$ 24.05	\$7,936.50	\$28.00	\$9,240.00	\$43.95	\$14,503.50	\$45.00	\$14,850.00	\$36.70	\$12,111.00	\$28.00	\$9,240.00	\$25.00	\$8,250.00
15	STRUCTURE BACKFILL, TYPE 2	1,922	CYS	\$ 22.00	\$42,284.00	\$32.00	\$61,504.00	\$41.93	\$80,589.46	\$53.00	\$101,866.00	\$38.83	\$74,631.26	\$32.00	\$61,504.00	\$35.00	\$67,270.00
16	GEOGRID, TYPE IA , UNDISTRIBUTED	3,310	SYS	\$ 2.15	\$7,116.50	\$1.20	\$3,972.00	\$3.52	\$11,651.20	\$1.75	\$5,792.50	\$1.66	\$5,494.60	\$1.20	\$3,972.00	\$1.50	\$4,965.00
17	COMPACTED AGGREGATE NO. 53 BASE	1,181	TON	\$ 21.98	\$25,958.38	\$25.00	\$29,525.00	\$46.48	\$54,892.88	\$35.00	\$41,335.00	\$27.02	\$31,910.62	\$25.00	\$29,525.00	\$24.00	\$28,344.00
18	COMPACTED AGGREGATE NO. 53 VARIABLE DEPTH FOR SHOULDERS	1,880	TON	\$ 24.29	\$45,665.20	\$22.00	\$41,360.00	\$28.96	\$54,444.80	\$24.00	\$45,120.00	\$23.28	\$43,766.40	\$22.00	\$41,360.00	\$21.00	\$39,480.00
19	COMPACTED AGGREGATE FOR UNDERCUT BACKFILL NO. 53 UNDISTRIBUTED	2,207	TON	\$ 22.00	\$48,554.00	\$15.00	\$33,105.00	\$20.96	\$46,258.72	\$18.25	\$40,277.75	\$18.94	\$41,800.58	\$15.00	\$33,105.00	\$15.00	\$33,105.00
20	MILLING, ASPHALT, 1 1/2"	3,992	SYS	\$ 2.10	\$8,383.20	\$2.50	\$9,980.00	\$1.94	\$7,744.48	\$3.25	\$12,974.00	\$2.57	\$10,259.44	\$2.50	\$9,980.00	\$2.50	\$9,980.00
21	QC/QA-HMA, 3, 70, SURFACE, 9.5 mm	330	TON	\$ 125.00	\$41,250.00	\$69.00	\$22,770.00	\$79.55	\$26,251.50	\$82.00	\$27,060.00	\$72.45	\$23,908.50	\$69.00	\$22,770.00	\$69.00	\$22,770.00
22	JOINT ADHESIVE, SURFACE	2,634	LFT	\$ 0.86	\$2,265.24	\$1.00	\$2,634.00	\$0.45	\$1,185.30	\$2.00	\$5,268.00	\$1.05	\$2,765.70	\$1.00	\$2,634.00	\$1.00	\$2,634.00
23	JOINT ADHESIVE, INTERMEDIATE	1,351	LFT	\$ 0.56	\$756.56	\$1.25	\$1,688.75	\$0.52	\$702.52	\$1.00	\$1,351.00	\$1.31	\$1,769.81	\$1.25	\$1,688.75	\$1.25	\$1,688.75
24	ASPHALT FOR TACK COAT	16	TON	\$ 451.51	\$7,224.16	\$400.00	\$6,400.00	\$516.17	\$8,258.72	\$495.00	\$7,920.00	\$420.00	\$6,720.00	\$400.00	\$6,400.00	\$400.00	\$6,420.00
25	PCCP, 8 IN. TRUCK APRON , COLORED	213	SYS	\$ 250.00	\$53,250.00	\$90.00	\$19,170.00	\$85.18	\$18,143.34	\$90.00	\$19,170.00	\$94.50	\$20,128.50	\$90.00	\$19,170.00	\$90.00	\$19,170.00
26	D-1 CONTRACTION JOINT	147	LFT	\$ 11.84	\$1,740.48	\$15.00	\$2,205.00	\$6.45	\$948.15	\$16.00	\$2,352.00	\$15.75	\$2,315.25	\$15.00	\$2,205.00	\$15.00	\$2,205.00
27	GUARDRAIL, TIMBER BEAM	396	LFT	\$ 110.00	\$43,560.00	\$115.25	\$45,639.00	\$97.00	\$38,412.00	\$97.00	\$38,412.00	\$101.85	\$40,332.60	\$97.00	\$38,412.00	\$97.00	\$38,412.00
28	HMA FOR SIDEWALK	1,069	TON	\$ 84.91	\$90,768.79	\$65.00	\$69,485.00	\$73.75	\$78,838.75	\$71.00	\$75,899.00	\$68.25	\$72,959.25	\$65.00	\$69,485.00	\$65.00	\$69,485.00
29	CURB RAMP, CONCRETE, C	61	SYS	\$ 190.73	\$11,634.53	\$133.00	\$8,113.00	\$176.06	\$10,739.66	\$190.00	\$11,590.00	\$139.65	\$8,518.65	\$133.00	\$8,113.00	\$133.00	\$8,113.00
30	CURB RAMP, CONCRETE, L	85	SYS	\$ 157.59	\$13,395.15	\$133.00	\$11,305.00	\$176.07	\$14,965.95	\$140.00	\$11,900.00	\$139.65	\$11,870.25	\$133.00	\$11,305.00	\$133.00	\$11,305.00
31	CONCRETE CURB	252	LFT	\$ 35.69	\$8,993.88	\$40.00	\$10,080.00	\$34.84	\$8,779.68	\$28.00	\$7,056.00	\$42.00	\$10,584.00	\$40.00	\$10,080.00	\$40.00	\$10,080.00
32	2' INVERTED CONC. CURB & GUTTER, TYPE II (6")	958	LFT	\$ 25.11	\$24,055.38	\$22.00	\$21,076.00	\$16.30	\$15,615.40	\$28.00	\$26,824.00	\$23.10	\$22,129.80	\$22.00	\$21,076.00	\$22.00	\$21,076.00
33	2'-7" COMBINED CONC. CURB & GUTTER, TYPE II (6")	6,032	LFT	\$ 17.22	\$103,871.04	\$16.50	\$99,528.00	\$17.20	\$103,750.40	\$15.00	\$90,480.00	\$17.33	\$104,534.56	\$16.50	\$99,528.00	\$16.50	\$99,528.00
34	2' INVERTED CONC. ROLL CURB & GUTTER, TYPE I	308	LFT	\$ 22.78	\$7,016.24	\$16.00	\$4,928.00	\$25.71	\$7,918.68	\$24.00	\$7,392.00	\$16.80	\$5,174.40	\$16.00	\$4,928.00	\$16.00	\$4,928.00
35	MILLED HMA CORRUGATIONS	1,855	LFT	\$ 4.24	\$7,865.20	\$4.16	\$7,716.80	\$3.25	\$6,028.75	\$4.00	\$7,420.00	\$4.71	\$8,737.05	\$3.25	\$6,028.75	\$4.35	\$8,069.25
36	HMA FOR APPROACHES, TYPE C	43	TON	\$ 95.73	\$4,116.39	\$130.00	\$5,590.00	\$169.12	\$7,272.16	\$130.00	\$5,590.00	\$136.50	\$5,869.50	\$130.00	\$5,590.00	\$130.00	\$5,590.00
37	PCCP FOR APPROACHES, 9 IN.	590	SYS	\$ 77.85	\$45,931.50	\$51.00	\$30,090.00	\$78.95	\$46,580.50	\$58.00	\$34,220.00	\$53.55	\$31,594.50	\$51.00	\$30,090.00	\$51.00	\$30,090.00
38	MAILBOX ASSEMBLY, SINGLE RESET	2	EACH	\$ 208.92	\$417.84	\$180.00	\$360.00	\$194.00	\$388.00	\$194.00	\$388.00	\$203.70	\$407.40	\$194.00	\$388.00	\$194.00	\$388.00
39	MONUMENT, B	11	EACH	\$ 674.58	\$7,420.38	\$750.00	\$8,250.00	\$738.00	\$8,118.00	\$738.00	\$8,118.00	\$774.90	\$8,523.90	\$738.00	\$8,118.00	\$738.00	\$8,118.00
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BUTLER, FAIRMAN & SEUFERT, INC., (317) 713-4615

PROJECT: Ditch Road Extension
City of Westfield



BIDS RECEIVED ON: September 22, 2016

BASE BID				Engineer's Estimate		E&B Paving		Reith- Riley		Milestone		3D Company		Gradex		Crider and Crider	
Item No.	Description	Quantity	Unit	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
64	HMA FOR STRUCTURE INSTALLATION, TYPE C	18	TON	\$ 277.71	\$4,998.78	\$500.00	\$9,000.00	\$144.51	\$2,601.18	\$120.00	\$2,160.00	\$640.27	\$11,524.86	\$150.00	\$2,700.00	\$500.00	\$9,000.00
65	PIPE END SECTION, DIAMETER 12 IN.	6	EACH	\$ 350.00	\$2,100.00	\$925.00	\$5,550.00	\$1,087.98	\$6,527.88	\$360.00	\$2,160.00	\$1,049.00	\$6,294.00	\$925.00	\$5,550.00	\$900.00	\$5,400.00
66	PIPE END SECTION, DIAMETER 15 IN.	2	EACH	\$ 550.00	\$1,100.00	\$1,000.00	\$2,000.00	\$1,152.51	\$2,305.02	\$380.00	\$760.00	\$1,115.00	\$2,230.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00
67	PIPE END SECTION, DIAMETER 18 IN.	1	EACH	\$ 600.00	\$600.00	\$1,200.00	\$1,200.00	\$1,249.26	\$1,249.26	\$420.00	\$420.00	\$1,280.00	\$1,280.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
68	PIPE END SECTION, DIAMETER 24 IN.	3	EACH	\$ 650.00	\$1,950.00	\$1,400.00	\$4,200.00	\$1,437.46	\$4,312.38	\$605.00	\$1,815.00	\$1,406.00	\$4,218.00	\$1,400.00	\$4,200.00	\$1,500.00	\$4,500.00
69	OUTLET PROTECTOR, 1	2	EACH	\$ 800.00	\$1,600.00	\$525.00	\$1,050.00	\$1,100.00	\$2,200.00	\$600.00	\$1,200.00	\$655.00	\$1,310.00	\$525.00	\$1,050.00	\$975.00	\$1,950.00
70	AGGREGATE FOR UNDERDRAINS	520	CYS	\$ 40.00	\$20,800.00	\$40.00	\$20,800.00	\$44.25	\$23,010.00	\$35.00	\$18,200.00	\$47.99	\$24,954.80	\$40.00	\$20,800.00	\$40.00	\$20,800.00
71	ADJUST CASTING TO GRADE	2	EACH	\$ 750.00	\$1,500.00	\$915.00	\$1,830.00	\$564.98	\$1,129.96	\$405.00	\$810.00	\$418.00	\$836.00	\$915.00	\$1,830.00	\$1,000.00	\$2,000.00
72	MODIFIED INLET, TYPE E-7	2	EACH	\$ 2,900.00	\$5,800.00	\$1,800.00	\$3,600.00	\$2,811.63	\$5,623.26	\$2,200.00	\$4,400.00	\$2,535.00	\$5,070.00	\$1,800.00	\$3,600.00	\$2,000.00	\$4,000.00
73	MODIFIED INLET, TYPE F-7	2	EACH	\$ 2,000.00	\$4,000.00	\$1,800.00	\$3,600.00	\$2,811.63	\$5,623.26	\$2,200.00	\$4,400.00	\$2,502.00	\$5,004.00	\$1,800.00	\$3,600.00	\$2,000.00	\$4,000.00
74	MANHOLE, TYPE C-4	10	EACH	\$ 2,750.00	\$27,500.00	\$2,000.00	\$20,000.00	\$3,041.70	\$30,417.00	\$2,600.00	\$26,000.00	\$2,965.00	\$29,650.00	\$2,000.00	\$20,000.00	\$2,600.00	\$26,000.00
75	MODIFIED INLET, TYPE B-15	1	EACH	\$ 2,850.00	\$2,850.00	\$2,100.00	\$2,100.00	\$3,531.06	\$3,531.06	\$2,700.00	\$2,700.00	\$3,063.00	\$3,063.00	\$2,100.00	\$2,100.00	\$2,800.00	\$2,800.00
76	MODIFIED INLET, TYPE C-15	15	EACH	\$ 2,950.00	\$44,250.00	\$2,000.00	\$30,000.00	\$3,636.42	\$54,546.30	\$2,700.00	\$40,500.00	\$3,796.00	\$56,940.00	\$2,000.00	\$30,000.00	\$2,800.00	\$42,000.00
77	MANHOLE, TYPE C-7	1	EACH	\$ 3,500.00	\$3,500.00	\$2,200.00	\$2,200.00	\$3,293.33	\$3,293.33	\$2,700.00	\$2,700.00	\$4,478.00	\$4,478.00	\$2,200.00	\$2,200.00	\$2,800.00	\$2,800.00
78	INLET, TYPE B-15	20	EACH	\$ 2,650.00	\$53,000.00	\$1,800.00	\$36,000.00	\$2,823.46	\$56,469.20	\$2,200.00	\$44,000.00	\$3,030.00	\$60,600.00	\$1,800.00	\$36,000.00	\$2,400.00	\$48,000.00
79	INLET, TYPE C-15	6	EACH	\$ 2,750.00	\$16,500.00	\$1,800.00	\$10,800.00	\$2,928.84	\$17,573.04	\$2,200.00	\$13,200.00	\$3,050.00	\$18,300.00	\$1,800.00	\$10,800.00	\$2,400.00	\$14,400.00
80	TEMPORARY WORKSITE SPEED LIMIT SIGN ASSEMBLY	4	EACH	\$ 275.00	\$1,100.00	\$215.00	\$860.00	\$215.00	\$860.00	\$215.00	\$860.00	\$225.75	\$903.00	\$3,000.00	\$12,000.00	\$215.00	\$860.00
81	CONSTRUCTION SIGN, C	2	EACH	\$ 195.29	\$390.58	\$200.00	\$400.00	\$200.00	\$400.00	\$200.00	\$400.00	\$210.00	\$420.00	\$207.00	\$414.00	\$200.00	\$400.00
82	ROAD CLOSURE SIGN ASSEMBLY	3	EACH	\$ 253.52	\$760.56	\$300.00	\$900.00	\$300.00	\$900.00	\$300.00	\$900.00	\$315.00	\$945.00	\$140.00	\$420.00	\$300.00	\$900.00
83	TEMPORARY PAVEMENT MARKING, REMOVABLE, 4 IN	769	LFT	\$ 5.00	\$3,845.00	\$2.00	\$1,538.00	\$2.00	\$1,538.00	\$2.00	\$1,538.00	\$2.10	\$1,614.90	\$1.72	\$1,322.68	\$2.00	\$1,538.00
84	DETOUR ROUTE MARKER ASSEMBLY	20	EACH	\$ 85.11	\$1,702.20	\$60.00	\$1,200.00	\$60.00	\$1,200.00	\$60.00	\$1,200.00	\$63.00	\$1,260.00	\$105.00	\$2,100.00	\$60.00	\$1,200.00
85	CONSTRUCTION SIGN, A	57	EACH	\$ 127.58	\$7,272.06	\$110.00	\$6,270.00	\$110.00	\$6,270.00	\$110.00	\$6,270.00	\$115.50	\$6,583.50	\$185.00	\$10,545.00	\$110.00	\$6,270.00
86	MAINTAINING TRAFFIC	1	LS	\$ 75,000.00	\$75,000.00	\$64,091.42	\$64,091.42	\$38,506.54	\$38,506.54	\$43,500.00	\$43,500.00	\$6,803.71	\$6,803.71	\$87,000.00	\$87,000.00	\$50,000.00	\$50,000.00
87	BARRICADE, III-A	319	LFT	\$ 12.71	\$4,054.49	\$10.00	\$3,190.00	\$10.00	\$3,190.00	\$10.00	\$3,190.00	\$10.50	\$3,349.50	\$10.00	\$3,190.00	\$10.00	\$3,190.00
88	GROUND MOUNTED, SHEET SIGN, WITH LEGEND, 0.080 IN.	114	SFT	\$ 17.50	\$1,995.00	\$14.00	\$1,596.00	\$35.00	\$3,990.00	\$29.50	\$3,363.00	\$20.06	\$2,286.84	\$29.50	\$3,363.00	\$17.50	\$1,995.00
89	GROUND MOUNTED, SHEET SIGN, WITH LEGEND, 0.100 IN.	204	SFT	\$ 20.50	\$4,182.00	\$18.00	\$3,672.00	\$39.00	\$7,956.00	\$30.50	\$6,222.00	\$22.37	\$4,563.48	\$30.50	\$6,222.00	\$20.00	\$4,080.00
90	SIGN POST, A	753	LFT	\$ 12.50	\$9,412.50	\$14.00	\$10,542.00	\$20.50	\$15,436.50	\$14.50	\$10,918.50	\$17.85	\$13,441.05	\$14.50	\$10,918.50	\$10.00	\$7,530.00
91	CONDUIT, PVC, 2"	276	LFT	\$ 13.80	\$3,808.80	\$12.00	\$3,312.00	\$12.00	\$3,312.00	\$13.00	\$3,588.00	\$17.75	\$4,899.00	\$13.00	\$3,588.00	\$10.00	\$2,760.00
92	CONDUIT, PVC, 4"	90	LFT	\$ 18.75	\$1,687.50	\$15.00	\$1,350.00	\$15.00	\$1,350.00	\$15.00	\$1,350.00	\$26.88	\$2,419.20	\$15.00	\$1,350.00	\$12.50	\$1,125.00
93	HANDHOLE, LIGHTING	6	EACH	\$ 1,200.00	\$7,200.00	\$850.00	\$5,100.00	\$850.00	\$5,100.00	\$825.00	\$4,950.00	\$876.75	\$5,260.50	\$825.00	\$4,950.00	\$825.00	\$4,950.00
94	SERVICE POINT, TYPE II MODIFIED	1	EACH	\$ 5,750.00	\$5,750.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$7,882.00	\$7,882.00	\$8,181.00	\$8,181.00	\$7,882.00	\$7,882.00	\$7,882.00	\$7,882.00
95	LIGHTING FOUNDATION	6	EACH	\$ 1,200.00	\$7,200.00	\$1,200.00	\$7,200.00	\$1,200.00	\$7,200.00	\$885.00	\$5,310.00	\$1,245.00	\$7,470.00	\$885.00	\$5,310.00	\$885.00	\$5,310.00
96	CONDUIT, STEEL, GALVANIZED, 2"	717	LFT	\$ 13.50	\$9,679.50	\$19.00	\$13,623.00	\$19.00	\$13,623.00	\$18.50	\$13,264.50	\$22.58	\$16,189.86	\$18.50	\$13,264.50	\$18.50	\$13,264.50
97	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, BIKE SYMBOL	8	EACH	\$ 144.05	\$1,152.40	\$200.00	\$1,600.00	\$200.00	\$1,600.00	\$200.00	\$1,600.00	\$210.00	\$1,680.00	\$350.00	\$2,800.00	\$200.00	\$1,600.00
98	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK, WHITE, 24" (8' LINE 2' SPACE)	350	LFT	\$ 4.94	\$1,729.00	\$5.00	\$1,750.00	\$5.00	\$1,750.00	\$5.00	\$1,750.00	\$5.25	\$1,837.50	\$5.25	\$1,837.50	\$5.00	\$1,750.00
99	LINE, PAINT, SOLID, YELLOW, 8"	151	LFT	\$ 0.50	\$75.50	\$1.50	\$226.50	\$1.50	\$226.50	\$1.50	\$226.50	\$1.58	\$238.58	\$3.00	\$453.00	\$1.50	\$226.50
100	LINE, THERMOPLASTIC, SOLID, WHITE, 4"	1,596	LFT	\$ 0.91	\$1,452.36	\$1.50	\$2,394.00	\$1.50	\$2,394.00	\$1.50	\$2,394.00	\$1.58	\$2,521.68	\$0.70	\$1,117.20	\$1.50	\$2,394.00
101	LINE, PAINT, SOLID, WHITE, 4"	5,592	LFT	\$ 0.35	\$1,957.20	\$0.40	\$2,236.80	\$0.40	\$2,236.80	\$0.40	\$2,236.80	\$0.42	\$2,348.64	\$0.23	\$1,286.16	\$0.40	\$2,236.80
102	LINE, PAINT, SOLID, YELLOW, 4"	6,299	LFT	\$ 0.35	\$2,204.65	\$0.40	\$2,519.60	\$0.40	\$2,519.60	\$0.40	\$2,519.60						

BUTLER, FAIRMAN & SEUFERT, INC., (317) 713-4615

PROJECT: Ditch Road Extension
City of Westfield



BIDS RECEIVED ON: September 22, 2016

BASE BID				Engineer's Estimate		E&B Paving		Reith- Riley		Milestone		3D Company		Gradex		Crider and Crider	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
6	ASPHALT FOR TACK COAT	4	TON	\$150.00	\$600.00	\$410.00	\$1,640.00	\$516.17	\$2,064.68	\$495.00	\$1,980.00	\$430.50	\$1,722.00	\$410.00	\$1,640.00	\$410.00	\$1,640.00
7	LINE, PAINT, SOLID, WHITE, 4"	2,500	LFT	\$0.35	\$875.00	\$0.40	\$1,000.00	\$0.40	\$1,000.00	\$0.40	\$1,000.00	\$0.42	\$1,050.00	\$0.25	\$625.00	\$0.40	\$1,000.00
8	LINE, PAINT, SOLID, YELLOW, 4"	489	LFT	\$0.35	\$171.15	\$0.40	\$195.60	\$0.40	\$195.60	\$0.40	\$195.60	\$0.42	\$205.38	\$1.00	\$489.00	\$0.40	\$195.60
9	TRANSVERSE MARKING, THERMOPLASTIC, STOP BAR, WHITE, 24"	12	LFT	\$8.77	\$105.24	\$10.00	\$120.00	\$10.00	\$120.00	\$10.00	\$120.00	\$10.50	\$126.00	\$10.00	\$120.00	\$10.00	\$120.00
10	MAINTAINING TRAFFIC	1	LS	\$5,000.00	\$5,000.00	\$1,286.51	\$1,286.51	\$12,240.96	\$12,240.96	\$3,000.00	\$3,000.00	\$6,193.06	\$6,193.06	\$3,426.62	\$3,426.62	\$2,000.00	\$2,000.00
Total Alternate Bid No. 1					\$179,387.89		\$131,905.61		\$148,019.79		\$150,234.10		\$147,462.33		\$133,964.12		\$140,093.10

BID TOTALS		\$3,283,371.89	\$2,560,166.93	\$3,023,442.32	\$2,873,234.10	\$2,676,441.33	\$2,631,664.12	\$2,838,093.10
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Shading Indicates Changes Made Due To Interpretation Of Errors

Items included with Bid Packet

Proposal		NA	COMPLETE	COMPLETE	COMPLETE	COMPLETE	COMPLETE	COMPLETE
Addendum Acknowledgement		NA	COMPLETE	COMPLETE	COMPLETE	COMPLETE	COMPLETE	COMPLETE
Bid Security		NA	COMPLETE	COMPLETE	COMPLETE	COMPLETE	COMPLETE	COMPLETE
Form 96 with Non Collusion Affidavit		NA	COMPLETE	COMPLETE	COMPLETE	COMPLETE	COMPLETE	COMPLETE
Contractor's Financial Statement		NA	COMPLETE	COMPLETE	COMPLETE	COMPLETE	COMPLETE	COMPLETE

Certified By: 

**DITCH ROAD EXTENSION PROJECT
WESTFIELD, INDIANA
BIDDERS**
September 22, 2016

<u>Bidder</u>	<u>Base Bid</u>	<u>Alt. Bid 1</u>	<u>Total</u>
Calumet Civil Contractors Whitestown, IN	\$ <u> — </u>	\$ <u> — </u>	
Crider and Crider Indianapolis, IN	\$ <u>2,698,000</u>	\$ <u>*145,000</u>	\$ <u>2,843,000</u>
E & B Paving Noblesville, IN	\$ <u>2,428,261.32</u>	\$ <u>131,905.61</u>	\$ <u>2,560,166.93</u>
Gradex, Inc. Carmel, IN	\$ <u>2,497,700.⁰⁰</u>	\$ <u>134,000.⁰⁰</u>	\$ <u>2,631,700</u>
Milestone Contractors Indianapolis, IN	\$ <u>2,723,000.⁰⁰</u>	\$ <u>150,234.¹⁰</u>	\$ <u>2,873,234.10</u>
Rieth-Riley Construction Co. Indianapolis, IN	\$ <u>2,875,448.³⁴</u>	\$ <u>148,064.95</u>	\$ <u>3,023,513.29</u>
3D Company Muncie, IN	\$ <u>2,529,000.⁰⁰</u>	\$ <u>147,500.⁰⁰</u>	\$ <u>2,676,500</u>
_____	\$ <u> </u>	\$ <u> </u>	
Engineer's Estimate	\$ <u> </u>	\$ <u> </u>	

Butler, Fairman & Seufert, Inc.
8450 Westfield Boulevard, Suite 300
Indianapolis, IN 46240
317-713-4615



Public Works

Jeremy Lollar, Director
Angie Smitherman, Administration
Phil Sundling, Project Mgmt.
Adam Essex, Inspections
Travis Stetnish, Streets
Chris McConnell, Parks & Trails

Board of Works

Andy Cook
Randy Graham
Kate Snedeker

Clerk Treasurer

Cindy J. Gossard

Public Works Department

(317) 804-3100 office
(317) 804-3190 fax

2706 East 171st Street
Westfield, IN 46074
westfield.in.gov

To: Westfield Board of Public Works & Safety

Date: September 28, 2016

Re: Action Item-Signing Authority

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider granting Jeremy Lollar, Director of Public Works, signing authority for the Ditch Road Extension project, not to exceed \$2,560,166.93 of the construction estimate.

Kate Snedeker

Randy Graham

Andy Cook

Note: The cost quoted and work described is subject to review and possible cost adjustment if not accepted within 45 days.

UTILITY REIMBURSEMENT AGREEMENT

AGREEMENT Amount: \$199,128.00

Project No: 48PI01016

Work Description: Relocate water facilities for proposed Ditch Road extension

County: Hamilton County

THIS AGREEMENT, made and entered into this 21st day of September, 2016, by

Citizens Water of Westfield, LLC
2020 North Meridian Street
Indianapolis, IN 46202

(hereinafter referred to as the "UTILITY"), and the City of Westfield, (hereinafter referred to as the "CITY"), together referred to as the "PARTIES".

WITNESSETH:

WHEREAS, The CITY desires to extend Ditch Road as part of the Project Ditch Road Extension Plan, located in Hamilton County, Indiana.

WHEREAS, due to said improvement, certain adjustments, removals, alterations, and relocation of the existing facilities of the UTILITY will have to be made as shown on Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT;

WHEREAS, it is in the best interests of the UTILITY and The CITY for the UTILITY to make the necessary adjustments, removals, alterations, and/or relocation of its existing facilities as shown on Exhibit "A" with the UTILITY's regular construction and maintenance forces, or by a contractor paid under contract let by the UTILITY.

NOW, THEREFORE, in consideration of the mutual covenants herein recited, the UTILITY and The CITY do herein agree as follows:

SECTION I.

The UTILITY, with its regular construction or maintenance crew and personnel, at its standard schedule or wages and working hours, or by an approved contractor, will make the necessary adjustments, removals, alterations and/or relocation in its existing facilities as shown on Exhibit "A", attached hereto and incorporated herein by reference.

The preliminary estimated cost thereof is \$199,128.00, as shown on Exhibit "B", attached hereto and incorporated herein by reference.

SECTION II.

The UTILITY will be reimbursed for its actual costs of the work in such Exhibit "B" upon presentation of itemized bills to The CITY from the UTILITY. The UTILITY accounts and the accounts and records of any contractor or subcontractor involved in carrying out the purpose of work shall be kept in such manner that they may be readily audited and actual costs determined, and such accounts shall be available, within a reasonable amount of time of receipt of written notice to the owner of such accounts, for the audits by auditors of the CITY for a period of not less than three (3) years from the date final payment has been received by the UTILITY. The CITY agrees that information provided to it pursuant to such an audit shall be used solely for the purpose of this AGREEMENT and shall not, to the extent allowed by law, be disclosed to third parties for any other purpose.

Should the accumulated costs of the work materially exceed such Exhibit "B" preliminary estimated costs, due to conditions not known or anticipated at the time of estimate preparation, and no substantial change in the scope of the work, method of installation, change in location, or other changes of similar nature has taken place, the UTILITY shall notify the CITY in writing of such fact and the reasons therefore as promptly as possible. The Utility shall receive written approval of such charges prior to commencing additional work.

The payments to the UTILITY will be made on the basis hereinafter set forth:

Progress or Final Billing. The UTILITY may submit progress billings reflecting the actual costs incurred or it may submit a final billing upon completion of the Project. Invoices shall be payable within thirty (30) days from the date The CITY receives such bill.

All relevant books, records and account of the UTILITY and the accounts and records of any contractor or subcontractor involved in carrying out the proposed work to which payment for a relocation has been made by the CITY, may be audited by the CITY. The UTILITY following such audit shall delete those items from the final bill, if any, or refund that portion of the payment for which it is not entitled to reimbursement, if any, only to the extent those items or payments were not incurred either as a part of the Project or otherwise in accordance with the Agreement.

SECTION III.

The UTILITY shall not start construction on the work contemplated by this AGREEMENT until written notice has been given to the UTILITY by the CITY that the work has been authorized and that funds are available to reimburse the UTILITY.

SECTION IV.

PARTIES to this AGREEMENT, and their consultants and/or contractors, shall not discriminate against any employee or applicant for employment in the performance of the contract, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, and United States military service veteran status. Breach of this provision may be regarded as a material breach of this AGREEMENT.

SECTION V.

In the event of any inconsistency between this AGREEMENT and the exhibits attached hereto, the terms and conditions of this AGREEMENT will control

SECTION VI.

(INTENTIONALLY OMITTED)

SECTION VII.

The PARTIES and their representatives agree that all appropriate corporate action has been taken relating to this AGREEMENT and that each representative executing this AGREEMENT has all requisite legal authority to sign on behalf of its respective entity.

SECTION VIII.

This AGREEMENT represents the entire understanding between the CITY and the UTILITY with respect to the subject matter herein.

SECTION IX.

This AGREEMENT may be amended only in writing, signed by each of the parties.

[THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the PARTIES hereto separately and severally have caused this AGREEMENT to be executed in their respective names by and through their duly authorized officers.

THE UTILITY:

Citizens Water of Westfield, LLC
(UTILITY Name)

(Signature of Officer)

(Officer's Name, Printed or Typed)

—

(Officer's Position)

ACKNOWLEDGEMENT

State of _____ County of _____

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

(Names of offices of signers of UTILITY)

(Name of UTILITY)

and acknowledged the execution of the foregoing AGREEMENT on this _____ day of

_____, 20 ____

Witness my hand and seal the said last day.

My Commission Expires: _____ day of, 20 ____

(Signature)

(SEAL)

(Notary Public, Printed or typed)

THE CITY OF WESTFIELD

_____ Office of the Mayor
By:

, Mayor



Subject: Project Name Ditch Rd. sanitary sewer relocations
Project Number 49RE01975

Dear: Phil Sundling

Citizens Westfield hereby proposes to adjust the existing sanitary sewer manhole as part of the new Ditch Rd. extension project. This work will include the adjustments to the sanitary sewer manhole for a price of seven thousand seven hundred fourteen (\$7,714.00) Dollars.

The price includes the following:

CEG Labor	\$ 2,112.00
Material	\$ 0.00
Others*	\$ 5,602.00
Grand Total	\$ 7,714.00

*Others include sub-contractor labor, concrete, permits, sealants, traffic control, etc.

Since the cost of this work is the responsibility of the Customer, please sign below and return with the attached agreement for the amount of \$7,714.00. This Work will be accomplished in a reasonable and workmanlike manner and will be completed no later than December 15th 2016, weather permitting. All agreements, permits, and notice to proceed must be received within 30 days of this letter. Once the agreement is signed and received, this job will be forwarded to the **Construction** Department. Please send the aforementioned agreement to:

Ted Foxworthy
Property Records
Citizens Water
2020 North Meridian Street
Indianapolis, IN 46202

If there are any questions please call my office at 263-6382.

Sincerely,
Citizens Westfield

Chris Brumfield
Title: Engineering Specialist

ACCEPTANCE OF AGREEMENT

By: _____
(Name) (Title)

Note: The cost quoted and work described is subject to review and possible cost adjustment if not accepted within 45 days.

UTILITY REIMBURSEMENT AGREEMENT

AGREEMENT Amount: \$7,714.00

Project No: 49RE01975

Work Description: Adjust sanitary sewer facilities for proposed Ditch Road extension

County: Hamilton County

THIS AGREEMENT, made and entered into this 21st day of September, 2016, by

Citizens Wastewater of Westfield, LLC
2020 North Meridian Street
Indianapolis, IN 46202

(hereinafter referred to as the "UTILITY"), and the City of Westfield, (hereinafter referred to as the "CITY"), together referred to as the "PARTIES".

WITNESSETH:

WHEREAS, The CITY desires to extend Ditch Road as part of the Project Ditch Road Extension Plan, located in Hamilton County, Indiana.

WHEREAS, due to said improvement, certain adjustments, removals, alterations, and relocation of the existing facilities of the UTILITY will have to be made as shown on Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT;

WHEREAS, it is in the best interests of the UTILITY and The CITY for the UTILITY to make the necessary adjustments, removals, alterations, and/or relocation of its existing facilities as shown on Exhibit "A" with the UTILITY's regular construction and maintenance forces, or by a contractor paid under contract let by the UTILITY.

NOW, THEREFORE, in consideration of the mutual covenants herein recited, the UTILITY and The CITY do herein agree as follows:

SECTION I.

The UTILITY, with its regular construction or maintenance crew and personnel, at its standard schedule or wages and working hours, or by an approved contractor, will make the necessary adjustments, removals, alterations and/or relocation in its existing facilities as shown on Exhibit "A", attached hereto and incorporated herein by reference.

The preliminary estimated cost thereof is \$7,714.00, as shown on Exhibit "B", attached hereto and incorporated herein by reference.

SECTION II.

The UTILITY will be reimbursed for its actual costs of the work in such Exhibit "B" upon presentation of itemized bills to The CITY from the UTILITY. The UTILITY accounts and the accounts and records of any contractor or subcontractor involved in carrying out the purpose of work shall be kept in such manner that they may be readily audited and actual costs determined, and such accounts shall be available, within a reasonable amount of time of receipt of written notice to the owner of such accounts, for the audits by auditors of the CITY for a period of not less than three (3) years from the date final payment has been received by the UTILITY. The CITY agrees that information provided to it pursuant to such an audit shall be used solely for the purpose of this AGREEMENT and shall not, to the extent allowed by law, be disclosed to third parties for any other purpose.

Should the accumulated costs of the work materially exceed such Exhibit "B" preliminary estimated costs, due to conditions not known or anticipated at the time of estimate preparation, and no substantial change in the scope of the work, method of installation, change in location, or other changes of similar nature has taken place, the UTILITY shall notify the CITY in writing of such fact and the reasons therefore as promptly as possible. The Utility shall receive written approval of such charges prior to commencing additional work.

The payments to the UTILITY will be made on the basis hereinafter set forth:

Progress or Final Billing. The UTILITY may submit progress billings reflecting the actual costs incurred or it may submit a final billing upon completion of the Project. Invoices shall be payable within thirty (30) days from the date The CITY receives such bill.

All relevant books, records and account of the UTILITY and the accounts and records of any contractor or subcontractor involved in carrying out the proposed work to which payment for a relocation has been made by the CITY, may be audited by the CITY. The UTILITY following such audit shall delete those items from the final bill, if any, or refund that portion of the payment for which it is not entitled to reimbursement, if any, only to the extent those items or payments were not incurred either as a part of the Project or otherwise in accordance with the Agreement.

SECTION III.

The UTILITY shall not start construction on the work contemplated by this AGREEMENT until written notice has been given to the UTILITY by the CITY that the work has been authorized and that funds are available to reimburse the UTILITY.

SECTION IV.

PARTIES to this AGREEMENT, and their consultants and/or contractors, shall not discriminate against any employee or applicant for employment in the performance of the contract, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, and United States military service veteran status. Breach of this provision may be regarded as a material breach of this AGREEMENT.

SECTION V.

In the event of any inconsistency between this AGREEMENT and the exhibits attached hereto, the terms and conditions of this AGREEMENT will control

SECTION VI.

(INTENTIONALLY OMITTED)

SECTION VII.

The PARTIES and their representatives agree that all appropriate corporate action has been taken relating to this AGREEMENT and that each representative executing this AGREEMENT has all requisite legal authority to sign on behalf of its respective entity.

SECTION VIII.

This AGREEMENT represents the entire understanding between the CITY and the UTILITY with respect to the subject matter herein.

SECTION IX.

This AGREEMENT may be amended only in writing, signed by each of the parties.

[THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the PARTIES hereto separately and severally have caused this AGREEMENT to be executed in their respective names by and through their duly authorized officers.

THE UTILITY:

Citizens Wastewater of Westfield,
LLC
(UTILITY Name)

(Signature of Officer)

(Officer's Name, Printed or Typed)

—

(Officer's Position)

ACKNOWLEDGEMENT

State of _____ County of _____

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

(Names of offices of signers of UTILITY)

(Name of UTILITY)

and acknowledged the execution of the foregoing AGREEMENT on this _____ day of

_____, 20 ____

Witness my hand and seal the said last day.

My Commission Expires: _____ day of, 20 ____

(Signature)

(SEAL)

(Notary Public, Printed or typed)

THE CITY OF WESTFIELD

_____ Office of the Mayor
By:

, Mayor

PROFESSIONAL SERVICES CONTRACT

CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____, 2016, by and between the City of Westfield, Indiana, acting by and through the BOARD OF PUBLIC WORKS AND SAFETY, hereinafter referred to as the "CITY", and A&F Engineering Co., LLC, hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, the CITY desires to contract for engineering services for the preparation of an updated roadway impact fees;

WHEREAS, the CONSULTANT has expressed a willingness to provide the engineering services required in the preparation of the updated roadway impact fees.

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 CITY

- 2.1 The information and services to be furnished by the CITY 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 to be performed under this Contract upon written Notice to Proceed from the CITY and shall deliver the work to in accordance with the schedule contained in Appendix "C", attached to this Contract, and made an integral part hereof.
- 3.2 The CONSULTANT shall not begin the work prior to the date of the written notice to proceed.

Section 4 Compensation

- 4.1 The CONSULTANT shall receive payment for the work performed under this Contract as set forth in Appendix "D", 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 CITY except regularly retired employees.

5.3 Covenant Against Contingent Fees

The CONSULTANT warrants that it has 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 it has 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 of making this Contract. For breach or violation of this warranty the CITY 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 CITY. 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 CITY. 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 its possession and any such loss or damage shall be restored at its expense. Full access to the work during the progress of the work shall be available to the CITY.

5.6 Access to Records

The CONSULTANT and its 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 the Contract, for inspection by the CITY 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 it or by a subcontractor or anyone acting in behalf of either, that it 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, its subcontractors, agents, or employees in connection with such services, and shall be responsible for all parts of its work both temporary and permanent and shall hold the City harmless, therefore.

5.9 Status of Claims

The CONSULTANT shall be responsible for keeping the CITY 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 CITY.

5.10 Workman's Compensation and Liability Insurance

The CONSULTANT shall procure and maintain, until final payment by the CITY for the services covered by this Contract, insurance of the kinds and in the amounts hereinafter provided in insurance company's authorized to do such business in the State of Indiana covering all operations under this Contract whether performed by it or by its 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 CITY, showing that this section has been complied with. During the life of the Contract, the CONSULTANT shall furnish the CITY with certificates showing that the required policies shall not be changed or cancelled until ten (10) days written notice has been given to the CITY. In the event that such written notice of change or cancellation is given, the CITY 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 \$300,000.00 for each person, including death at any time resulting therefrom, and not less than \$1,000,000.00 in any one accident, and not less than \$300,000.00 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 \$300,000.00 for each person, including death at any time resulting therefrom, and not less than \$1,000,000.00 in any one accident, and not less than \$300,000.00 for all damages arising out of injury to or destruction of property, including hired and non-owned vehicles.
- (D) Professional Liability Insurance \$1,000,000.00 for each claim and \$1,000,000.00 in the aggregate.

5.11 Changes in work

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

5.12 Delays and Extensions

The CONSULTANT agrees that no charges or claim for damages shall be made by it 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 CITY 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 CITY of any or its rights herein.

5.13 Abandonment and Termination

The CITY reserves the right to terminate or suspend this Contract upon written notice.

(A) If the CITY shall abandon the services herein mentioned, the CONSULTANT shall deliver to the CITY all data, reports, drawings, specifications, and estimates completed or partially completed and these shall become the property of the CITY. 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 made by the CITY in the exercise of its honest and reasonable judgement of 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 hereinbefore specified, or within such further extension or extensions or time as agreed upon, the CITY 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 CITY 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 CITY 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 of in fulfillment of this Contract, shall be delivered within twenty (20) days to the CITY. In the event of the failure by the CONSULTANT to make such delivery upon demand, then and in that event the CONSULTANT shall pay the CITY any damage it may sustain by reason thereof.

5.14 Successors and Assignees

The CITY, insofar as authorized by law, binds itself and its successors, and the CONSULTANT binds its successors, executors, administrators and assignees, to the other party of the Contract and to the successor, 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 CITY nor the CONSULTANT shall assign, sublet or transfer its or its 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.

5.16 Non Appropriation Clause

The parties acknowledge that the Board of Public Works is a part of the City of Westfield which is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if any time during the initial term or any subsequent term of this Agreement, the fiscal body should fail to appropriated sufficient funds to continue the contract, the contract shall become null and void. In the event of a non-appropriation of funds, the Board of Public Works will give notice to A&F Engineering Co., LLC immediately of such failure and shall pay A&F Engineering Co., LLC for all services provided prior to the exhaustion of the appropriated funds. The Board of Public Works agrees to seek funding for the continuation of this agreement during each budget cycle during the initial term or any subsequent term of this Agreement.

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

A&F ENGINEERING CO., LLC

BOARD OF PUBLIC WORKS &
SAFETY

WESTFIELD, INDIANA

BY: 

Steven J. Fehribach, P.E.
President

BY: _____

Mayor Andy Cook

BY: _____

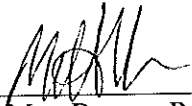
Member

BY: _____

Member

Attest:

Attest:

BY: 

Matt Brown, P.E.
Vice President

BY: _____

Clerk

APPENDIX "A"

SCOPE OF WORK

PURPOSE

The purpose of this project is to develop a Traffic Impact Fee Plan Update for the City of Westfield, Indiana. The plan will investigate existing conditions, existing traffic volumes, existing capacities of streets and intersections, project future traffic volumes, investigate various traffic improvement plans and develop a traffic impact fee.

STUDY AREA

The study area to be included in this Traffic Impact Fee Plan is the City of Westfield, Hamilton County. The update will be modified to include one zone improvement plan as shown on the attached figure. The attached figure is the zone improvement plan and street and roadways that will be included.

SCOPE OF WORK

The following work items will be included in this Traffic Impact Fee Plan for each of the previously identified streets:

PHASE A – EXISTING CONDITIONS

1. 24-Hour Volume Counts – for selected roadway sections make a minimum of a 48-hour traffic volume count then summarizing each volume count for a 24-hour period. Each volume count will be by direction. There are a total of 208 locations included in this phase (see attached list). These counts are made with automatic counters with road tubes.
2. Peak Hour Volume Counts – for selected intersections make a manual turning movement volume count. Each count shall be made over 6 hours of a typical weekday around the am and pm peak travel times. There are a total of 166 intersections included in this phase (see attached list).

3. Street Inventory – Inventory existing street and roadway conditions including:
 - a. lane widths
 - b. shoulder widths and type of curbs and gutters
 - c. traffic controls
 - d. passing zones
 - e. speed limits

This will be provided for each of the 208 segments and 166 intersections.
4. Capacity Analysis – Calculate the capacity for existing conditions and existing traffic volumes.
5. Roadway Requirements – Based on the traffic volume data and capacity analyses, prepare recommendations for the design of all routes and intersections. The recommendations will include requirements for street widths, turn-lanes, intersection realignment and traffic control. These recommendations will document the roadway needs for the CITY under existing conditions.
6. Construction Estimate – Prepare a construction estimate for the needed improvements. This would establish the level of participation for the CITY as it exists today.
7. Report – Prepare a written report documenting all data, summaries, analyses, recommendations, and construction estimates.

PHASE B – PROPOSED CONDITIONS

1. Generated Trips – Estimate the total number of trips that will be generated for each parcel of vacant land that is identified in the study area.
2. Trip Assignment – Assign each generated trip from each parcel to one or more of the roads and streets included in this analysis.
3. Trip Distribution – Distribute each trip to the street and intersection system included in this analysis.

4. Total Traffic – Calculate the total traffic for the street and road system, which will be the sum of existing traffic volumes plus the generated traffic volumes.
5. Capacity Analysis – Calculate the capacity for the existing roadway conditions and the total traffic volumes.
6. Roadway Requirements – Based on the traffic volumes data and capacity analyses, prepare recommendations for the design of all major routes and intersections. The recommendations would include requirements for street widths, turn-lanes, intersection realignment, and traffic controls. These recommendations will document the roadway needs for the CITY under fully developed conditions.
7. Construction Estimate – Prepare a construction estimate for the needed improvements. This would establish the level of participation for all new development in the form of impact fees.
8. Report – Prepare a written report documenting all data, analyses, recommendations, construction estimates, and impact fees calculations.

APPENDIX "B"

INFORMATION AND SERVICE TO BE FURNISHED BY THE CITY

- A. The CITY shall furnish the CONSULTANT with the following:
 - 1. The CITY shall designate an employee as the Project Coordinator to coordinate activities between the CITY and the CONSULTANT.
 - 2. Vacant parcels, land uses & densities to be used on each vacant parcel that is to be included in this analysis.

APPENDIX "C"

SCHEDULE

A. SCHEDULE

1. The work by the CONSULTANT under this AGREEMENT shall be completed and delivered to the LOCAL PUBLIC AGENCY within the time specified below following receipt of a written notice to proceed:

Data Collection	December 31, 2016
Preliminary Report	May 30, 2017
Final Report	July 31, 2017

APPENDIX "D"
COMPENSATION

A. AMOUNT OF PAYMENT

1. The CONSULTANT shall receive as payment for the work performed under this AGREEMENT as follows:

a. Traffic Volume Data	\$ 45,270.00
b. Report - Proposed Impact Fee	\$221,450.00

2. The CONSULTANT shall be paid for the work performed under the AGREEMENT on a lump sum fee basis.

ATTACHMENT A
24- HOUR VOLUME COUNT SEGMENTS

1. Along CR N 1200 E between:
 - a. 146th Street and 156th Street
 - b. 156th Street and 166th Street
 - c. 166th Street and SR 32
 - d. 186th Street and 196th Street
 - e. 206th Street and 216th Street
2. Along Joliet Road between:
 - a. 156th Street and 166th Street
 - b. 166th Street and SR 32
 - c. SR 32 and 186th Street
 - d. 186th Street and 193rd Street
 - e. 193rd Street and 196th Street
 - f. 196th Street and 206th Street
3. Along Shelborne Road between:
 - a. 146th Street and 151st Street
 - b. 151st Street and Eagle Creek Avenue
4. Along Mule Barn Road between:
 - a. SR 32 and 186th Street
 - b. 186th Street and 193rd Street
 - c. 193rd Street and 206th Street
 - d. 206th Street and 216th Street
5. Along Centennial Road between:
 - a. SR 32 and 186th Street
 - b. 186th Street and 193rd Street
6. Along Towne Road between:
 - a. 146th Street and 151st Street
 - b. 151st Street and 156th Street
 - c. 156th Street and 159th Street
 - d. 161st Street and 166th Street

7. Along Lamong Road between:
 - a. 193rd Street and 206th Street
 - b. 206th Street and 211th Street
 - c. 211th Street and 216th Street
8. Along Eagletown Road between:
 - a. 166th Street and SR 32
 - b. SR 32 and 186th Street
 - c. 186th Street and 193rd Street
9. Along Freemont Road between:
 - a. 193rd Street and 206th Street
 - b. 206th Street and 211th Street
 - c. 211th Street and 216th Street
10. Along Ditch Road between:
 - a. 146th Street and 151st Street
 - b. 156th Street and 161st Street
 - c. 161st Street and 166th Street
 - d. 166th Street and 169th Street
 - e. 169th Street and SR 32
11. Along Casey Road between:
 - a. SR 32 and 186th Street
 - b. 186th Street and 193rd Street
12. Along Six Points Road between:
 - a. 193rd Street and 206th Street
 - b. 206th Street and 216th Street
13. Along Spring Mill Road between:
 - a. 146th Street and Greyhound Pass
 - b. Greyhound Pass and 156th Street
 - c. 156th Street and 161st Street
 - d. 161st Street and 169th Street
 - e. 169th Street and SR 32
 - f. SR 32 and 186th Street
 - g. 186th Street and 191st Street

- h. 191st Street and 193rd Street
- 14. Along Horton Road between:
 - a. 191st Street and 199th Street
 - b. 199th Street and 206th Street
 - c. 206th Street and 214th Street
 - d. 214th Street and 216th Street
- 15. Along Dartown Road between:
 - a. SR 32 and 181st Street
- 16. Along Oak Ridge Road between:
 - a. Greyhound Pass and 156th Street
 - b. 156th Street and 161st Street
 - c. 161st Street and 169th Street
 - d. 169th Street and SR 32
 - e. 206th Street and 214th Street
 - f. 214th Street and SR 38
- 17. Along Wheeler Road between:
 - a. SR 32 and 181st Street
- 18. Along Tomlinson Road between:
 - a. 186th Street and 191st Street
 - b. 196th Street and 199th Street
- 19. Along Western Way between:
 - a. 146th Street and Greyhound Pass
- 20. Along Greyhound Pass between:
 - a. Spring Mill Road and Oak Ridge Road
 - b. Oak Ridge Road and 151st Street
 - c. 151st Street and Greyhound Court Plaza
 - d. Greyhound Court Plaza and Greyhound Court
 - e. US 31 and Cool Creek Park Road
 - f. Cool Creek Park Road and 146th Street
- 21. Along Greyhound Court between:
 - a. Greyhound Court Plaza and 151st Street
- 22. Along US 31 between:

- a. 156th Street and 161st Street
 - b. 161st Street and 169th Street
 - c. 169th Street and SR 32
 - d. SR 32 and 181st Street
 - e. 181st Street and 191st Street
 - f. 196th Street and 203rd Street
23. Along Westfield Blvd/Union Street between:
- a. 161st Street and 169th Street
 - b. 169th Street and SR 32
 - c. SR 32 and 181st Street
24. Along Cool Creek Park Road between:
- a. Greyhound Pass and 151st Street
25. Along East Street between:
- a. SR 32 and 181st Street
 - b. 181st Street and 186th Street
 - c. 186th Street and 191st Street
26. Along Oak Road between:
- a. 151st Street and 161st Street
 - b. 161st Street and 171st Street
27. Along Carey Road between:
- a. 146th Street and 151st Street
 - b. 151st Street and 161st Street
 - c. 161st Street and 169th Street
 - d. 169th Street and 171st Street
 - e. 171st Street and SR 32
28. Along Grassy Branch Road between:
- a. SR 32 and 186th Street
 - b. 196th Street and 203rd Street
 - c. 203rd Street and SR 38
29. Along Anthony Road/E 33rd Street between:
- a. SR 38 and 216th Street
30. Along Shady Nook Road between:

- a. SR 32 and Sanibel Circle
 - b. Sanibel Circle and 186th Street
 - c. 186th Street and 191st Street
31. Along Gray Road between:
- a. 146th Street and 151st Street
 - b. 151st Street and 161st Street
 - c. 161st Street and 169th Street
 - d. 169th Street and SR 32
32. Along Moontown Road/E 48th Street between:
- a. SR 32 and 186th Street
 - b. 186th Street and 191st Street
 - c. 191st Street and 196th Street
 - d. 196th Street and SR 38
33. Along Hinkle Creek Road between:
- a. SR 38 and 216th Street
34. Along 216th Street between:
- a. CR N 1200 E and Mule Barn Road
 - b. Mule Barn Road and Lamong Road
 - c. Lamong Road and Freemont Road
 - d. Six Points Road and Horton Road
 - e. US 31 and Anthony Road
 - f. Anthony Road and Hinkle Creek Road
35. Along 206th Street between:
- a. CR N 1200 E and Joliet Road
 - b. Joliet Road and Mule Barn Road
 - c. Mule Barn Road and Centennial Road
 - d. Centennial Road and Lamong Road
 - e. Lamong Road and Freemont Road
 - f. Freemont Road and Six Points Road
 - g. Six Points Road and Horton Road
 - h. Horton Road and Oak Ridge Road
36. Along Cox Avenue between:

- a. 206th Street and Tomlinson Road
- 37. Along 203rd Street between:
 - a. Tomlinson Road and US 31
- 38. Along 199th Street between:
 - a. Horton Road and Tomlinson Road
- 39. Along 196th Street between:
 - a. Tomlinson Road and US 31
 - b. US 31 and East Street
 - c. East Street and Grassy Branch Road
 - d. Grassy Branch Road and Moontown Road
- 40. Along 193rd Street between:
 - a. Joliet Road and Mule Barn Road
 - b. Mule Barn Road and Centennial Road
 - c. Centennial Road and Lamong Road
 - d. Lamong Road and Eagletown Road
 - e. Eagletown Road and Freemont Road
 - f. Freemont Road and Casey Road
 - g. Casey Road and Six Points Road
 - h. Six Points Road and Spring Mill Road
- 41. Along 191st Street between:
 - a. Horton Road and Tomlinson Road
 - b. Tomlinson Road and US 31
 - c. East Street and 191st Street
 - d. 191st Street and Moontown Road
- 42. Along 186th Street between:
 - a. CR N 1200 E and Joliet Road
 - b. Joliet Road and Mule Barn Road
 - c. Mule Barn Road and Centennial Road
 - d. Centennial Road and Eagletown Road
 - e. Eagletown Road and Casey Road
 - f. Casey Road and Spring Mill Road
 - g. Spring Mill Road and Kinsey Avenue

- h. East Street and Grassy Branch Road
 - i. Shady Nook Road and Moontown Road
- 43. Along Kinsey Avenue between:
 - a. 186th Street and 181st Dartown Road
- 44. Along 181st Street between:
 - a. Dartown Road and Wheeler Road
 - b. Wheeler Road and US 31
 - c. US 31 and Union Road
- 45. Along SR 32 between:
 - a. CR N 1200 E and Joliet Road
 - b. Centennial Road and Eagletown Road
 - c. Spring Mill Road and Dartown Road
 - d. East Street and Grassy Branch Road
- 46. Along 171st Street between:
 - a. Union Road and Oak Road
 - b. Oak Road and Carey Road
- 47. Along 169th Street between:
 - a. Ditch Road and Spring Mill Road
 - b. Spring Mill Road and Oak Ridge Road
 - c. Oak Ridge Road and US 31
 - d. US 31 and Union Road
 - e. Carey Road and Gray Road
- 48. Along 166th Street between:
 - a. CR N 1200 E and Joliet Road
 - b. Joliet Road and Eagle Creek Avenue
 - c. Eagle Creek Avenue and Towne Road
 - d. Towne Road and Eagletown Road
- 49. Along 161st Street between:
 - a. Towne Road and Ditch Road
 - b. Ditch Road and Spring Mill Road
 - c. Spring Mill Road and Oak Ridge Road
 - d. Oak Ridge Road and US 31

- e. Union Road and Oak Road
 - f. Oak Road and Carey Road
 - g. Carey Road and Gray Road
50. Along 159th Street between:
- a. Eagle Creek Avenue and Towne Road
51. Along 156th Street between:
- a. CR N 1200 E and Joliet Road
 - b. Joliet Road and Eagle Creek
 - c. Towne Road and Ditch Road
 - d. Ditch Road and Spring Mill Road
 - e. Spring Mill Road and Oak Ridge Road
 - f. Oak Ridge Road and US 31
52. Along 151st Street between:
- a. Towne Road and Ditch Road
 - b. Greyhound Pass and Greyhound Court
 - c. Greyhound Court and US 31
 - d. US 31 and Cool Creek Park Road
 - e. Cool Creek Park Road and Oak Road
 - f. Carey Road and Gray Road
53. Along 147th Street between:
- a. Greyhound Pass and Oak Road
54. Along 146th Street between:
- a. Eagle Creek Avenue and Shelborne Road
 - b. Shelborne Road and Towne Road
 - c. Towne Road and Ditch Road
 - d. Ditch Road and Spring Mill Road
 - e. Spring Mill Road and Oak Ridge Road
 - f. Oak Ridge Road and Western Way
 - g. Oak Road and Carey Road
 - h. Carey Road and Gray Road
55. Along Eagle Creek Avenue between:
- a. 146th Street and 156th Street

- b. Shelborne Road and 159th Street
- c. 159th Street and 166th Street
- d. 166th Street and Towne Road
- e. Towne Road and SR 32

56. Along SR 38 between:

- a. Dunbar Road and US 31
- b. Anthony Road and Hinkle Creek Road

PEAK HOUR INTERSECTION COUNTS

- 1. CR N 1200 E and 216th Street
- 2. CR N 1200 E and 206th Street
- 3. CR N 1200 E and 196th Street
- 4. CR N 1200 E and 186th Street
- 5. CR N 1200 E and SR 32
- 6. CR N 1200 E and 166th Street
- 7. CR N 1200 E and 156th Street
- 8. CR N 1200 E and 146th Street
- 9. Joliet Road and 206th Street
- 10. Joliet Road and 196th Street
- 11. Joliet Road and 193rd Street
- 12. Joliet Road and 186th Street
- 13. Joliet Road and SR 32
- 14. Joliet Road and 166th Street
- 15. Joliet Road and 156th Street
- 16. Eagle Creek Avenue and 146th Street
- 17. Eagle Creek Avenue and 156th Street
- 18. Mule Barn Road and 216th Street
- 19. Mule Barn Road and 206th Street
- 20. Mule Barn Road and 193rd Street
- 21. Mule Barn Road and 186th Street
- 22. Mule Barn Road and SR 32

23. Shelborne Road and Eagle Creek Avenue
24. Shelborne Road and 151st Street
25. Shelborne Road and 146th Street
26. Centennial Road and 206th Street
27. Centennial Road and 193rd Street
28. Centennial Road and 186th Street
29. Centennial Road and SR 32
30. Eagle Creek Avenue and 166th Street
31. Eagle Creek Avenue and 159th Street
32. Lamong Road and 216th Street
33. Lamong Road and 211th Street
34. Lamong Road and 206th Road
35. Lamong Road and 193rd Street
36. Towne Road and Eagle Creek Avenue
37. Towne Road and 166th Street
38. Towne Road and 161st Street
39. Towne Road and 159th Street
40. Towne Road and 156th Street
41. Towne Road and 151st Street
42. Towne Road and 146th Street
43. Eagletown Road and 193rd Street
44. Eagletown Road and 186th Street
45. Eagletown Road and SR 32
46. Washington Street and SR 32
47. Eagletown Road and 166th Street
48. Freemont Road and 216th Street
49. Freemont Road and 211th Street
50. Freemont Road and 206th Street
51. Freemont Road and 193rd Street
52. Ditch Road and SR 32
53. Ditch Road and 169th Street
54. Ditch Road and 166th Street

55. Ditch Road and 161st Street
56. Ditch Road and 156th Street
57. Ditch Road and 151st Street
58. Ditch Road and 146th Street
59. Casey Road and 193rd Street
60. Casey Road and 186th Street
61. Casey Road and SR 32
62. Six Point Road and 216th Street
63. Six Point Road and 206th Street
64. Six Point Road and 193rd Street
65. Spring Mill Road and 191st Street
66. Spring Mill Road and 186th Street
67. Spring Mill Road and SR 32
68. Spring Mill Road and 169th Street
69. Spring Mill Road and 161st Street
70. Spring Mill Road and 156th Street
71. Spring Mill Road and Greyhound Pass
72. Spring Mill Road and 146th Street
73. Horton Road and 216th Street
74. Horton Road and 214th Street
75. Horton Road and 206th Street
76. Horton Road and 199th Street
77. Horton Road and 191st Street
78. Dartown Road and 181st Street
79. Dartown Road and SR 32
80. Oak Ridge Road and 214th Street
81. Oak Ridge Road and 206th Street
82. Oak Ridge Road and SR 32
83. Oak Ridge Road and 169th Street
84. Oak Ridge Road and 161st Street
85. Oak Ridge Road and 156th Street
86. Oak Ridge Road and Greyhound Pass

87. Oak Ridge Road and 146th Street
88. Wheeler Road and 181st Street
89. Wheeler Road and SR 32
90. Dunbar Road and 216th Street
91. Dunbar Road and SR 38
92. Tomlinson Road and 203rd Street
93. Tomlinson Road and 199th Street
94. Tomlinson Road and 196th Street
95. Tomlinson Road and 191st Street
96. Rohrer Road and 146th Street
97. Greyhound Pass and 151st Street
98. Greyhound Pass and 146th Street
99. US 31 and 216th Street
100. US 31 and SR 38
101. US 31 and 203rd Street
102. US 31 and 202nd Street
103. US 31 and 196th Street
104. US 31 and 191st Street
105. US 31 and 181st Street
106. US 31 and SR 32
107. US 31 and 169th Street
108. US 31 and 161st Street
109. US 31 and 156th Street
110. US 31 and Westfield Boulevard
111. US 31 and 151st Street
112. US 31 and Greyhound Pass
113. Greyhound Court and 151st Street
114. Greyhound Court and Greyhound Pass
115. Western Way and Greyhound Pass
116. Union Street and 181st Street
117. Union Street and SR 32
118. Union Street and 171st Street

119. Union Street and David Brown Drive
120. Westfield Boulevard and 161st Street
121. Westfield Boulevard and 156th Street
122. Thatcher Road and 151st Street
123. Marsh Drive and Greyhound Pass
124. East Street and 196th Street
125. East Street and 191st Street
126. East Street and 186th Street
127. East Street and 181st Street
128. East Street and SR 32
129. Cool Creek Park Road and 151st Street
130. Cool Creek Park Road and Greyhound Pass
131. Greyhound Pass and 147th Street
132. Greyhound Pass and 146th Street
133. Oak Road and 171st Street
134. Oak Road and 161st Street
135. Oak Road and 151st Street
136. Oak Road and 147th Street
137. Anthony Road and 216th Street
138. Anthony Road and SR 38
139. Grassy Branch Road and SR 38
140. Grassy Branch Road and 203rd Street
141. Grassy Branch Road and 196th Street
142. Grassy Branch Road and 191st Street
143. Grassy Branch Road and 186th Street
144. Grassy Branch Road and SR 32
145. Carey Road and 171st Street
146. Carey Road and 169th Street
147. Carey Road and 161st Street
148. Carey Road and 151st Street
149. Carey Road and 146th Street
150. Shady Nook Road and 191st Street

- 151. Shady Nook Road and 186th Street
- 152. Shady Nook Road and SR 32
- 153. Hinkle Creek Road and 216th Street
- 154. Hinkle Creek Road and SR 38
- 155. Moontown Road and 196th Street
- 156. Moontown Road and 191st Street
- 157. Moontown Road and 186th Street
- 158. Moontown Road and SR 32
- 159. Gray Road and 169th Street
- 160. Gray Road and 161st Street
- 161. Gray Road and 156th Street
- 162. Gray Road and 151st Street
- 163. Gray Road and 146th Street

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

EDS #: A249-17-L160149

Des. No.: 1173193

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
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
130 Penn 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, 2017 and June 30, 2018**, 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, 2018 and June 30, 2020**. 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.

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

Robert D. Cales, Director
Contract Administration Division

Signature and date

Date: _____

Print or type name and title

Executed by:

Signature and date

(FOR)

Brandye Hendrickson, Commissioner

Print or type name and title

Date: _____

Department of Administration

Signature and date

Jessica Robertson, Commissioner

LPA DUNS # _____

Date: _____

Attest

State Budget Agency

Auditor or Clerk Treasurer

Brian E. Bailey, Director

Date: _____

Approved as to Form and Legality:

This instrument prepared by:

Ellen Hite

August 30, 2016

(FOR)

Gregory F. Zoeller, Attorney General of Indiana

Date: _____

ATTACHMENT A
PROJECT DESCRIPTION

Des. No.: **1173193**
Program: **Group I**
Type of Project: **Bike/Pedestrian Facilities**
Location: **Old Monon Trail**

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

A project for bike/pedestrian facilities for Old Monon Trail, 191st Street to 216th Street in Washington Township, Phase 7), in the City of Westfield, Hamilton County, Indiana.

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. If the Program shown on Attachment A is receiving **Group I** 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 **80%** 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, **August 30, 2016**, the maximum amount according to the TIP dated **January 27, 2016** is **\$ 1,460,585.00**. The most current MPO TIP page, or MPO authorization, is uploaded into INDOT's Scheduling Project Management System (SPMS).

OR

- B. Federal-aid Funds made available to the LPA by INDOT will be used to pay _____ % of the eligible Project costs. The maximum amount of federal funds allocated to the project is \$ _____.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.

LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT
EDS # A249-

This Local Roads and Bridges Matching Grant Agreement (this “Grant Agreement”), is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Agreement by and between the Indiana Department of Transportation (hereinafter referred to as the “State”) and **City of Westfield** a Local Unit, (hereinafter referred to as the “Grantee”), and collectively referred to as the Parties, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the Parties agree as follows:

RECITALS

Whereas, Ind. Code § 8-23-30 establishes the Local Road and Bridge Matching Grant Fund, one purpose of which is to enable the State to make matching grants to Local Units for Eligible Projects; and

Whereas, the Grantee uses an approved transportation asset plan on file with the State; and

Whereas, the Grantee is a Local Unit as defined in Ind. Code § 8-23-30-1 and is eligible to receive a grant; and

Whereas, the Grantee has submitted an application for an Eligible Project as defined in Ind. Code § 8-23-30-1 (the “Project”) and described in **Attachment A**, attached and incorporated by reference to this Grant Agreement; and

Whereas, the Grantee has committed matching funds from one of the following revenue sources in accordance with Ind. Code § 8-23-30-3: (1) increased local motor vehicle excise surtax or wheel tax under Ind. Code § 6-3.5; (2) special distribution of local income tax under Ind. Code § 6-3.6-9-17; or (3) local rainy day fund under Ind. Code § 36-1-8-5.1; and

Whereas, the State has chosen to fund the Grantee’s Project in accordance with the terms of this Grant Agreement; and

Whereas, the Grantee desires to expedite delivery of the Project, comply with all State requirements and fiscally manage the Project; and

Now Therefore, in consideration of the mutual covenants and promises herein contained, the Grantee and the State agree as follows:

The “Recitals” above are hereby made an integral part and specifically incorporated into this Grant Agreement.

1. Purpose of this Grant Agreement; Grant Funds.

The purpose of this Grant Agreement is to enable the State to award a grant to the Grantee, representing 50% of the eligible costs of the Project described in **Attachment A** of this Grant Agreement, which is incorporated fully by reference. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Ind. Code § 8-23-30 establishing the authority to make this Grant, as well as any program requirements as identified by the State. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project in conformance with this Grant Agreement and for no other purpose.

2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its grant application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that the Grantee was ineligible to receive the funds, or made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its officials, employees, agents or principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term “principal” for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

3. Implementation of and Reporting on the Project.

The Grantee shall implement and complete the Project in accordance with **Attachment A**. Modification of the Project shall require prior written approval of the State.

4. Term.

This Grant Agreement commences on the date approved by the State Budget Agency, and shall remain in effect for two (2) years. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and in conformance with Ind. Code § 5-22-17-4, and as permitted by Ind. Code § 8-23-30.

5. Grant Funding.

Pursuant to Ind. Code § 8-23-30, the Grantee agrees to the following:

- A. The Grantee may use the State funds only for the Project described in **Attachment A**;
- B. If the Grantee uses the grant funds for any purpose other than construction of the Project as described in **Attachment A**, the Grantee:
 - i. must immediately repay all grant funds provided to the State; and
 - ii. may not participate in the grant program during the succeeding fiscal year.
- C. The Grantee agrees to provide local matching funds equal to not less than fifty percent (50%) of the estimated project cost;
- D. The Grantee agrees that the State will disburse the funds upon the Grantee’s submission of an accepted/awarded Project Bid and an executed contract with the contractor; and
- E. The Grantee agrees that the State’s participation in the Project is strictly limited to the grant funds awarded herein. The Grantee understands and agrees that the State is under no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional Project expenses of any kind.

6. Payment of Claims.

A. All payments shall be made as required by Ind. Code § 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Grantee in writing. After such funds have been expended, Grantee shall provide the State with a reconciliation of those expenditures.

B. Upon the State's receipt of Grantee's accepted/awarded bid for the Project, requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State.

C. All final reports must be submitted to the State prior to the expiration or termination of this agreement. If Grant funds have been paid to the Grantee and are unexpended at the time that the final claim is submitted, all such unexpended grant funds must be returned to the State in accordance with this Grant Agreement.

D. Pursuant to Ind. Code § 8-23-30, Local Road and Bridge Grant Funds made available to the Grantee by the State will be used to pay the Grantee for up to **50% of the eligible Project costs and not more than \$1 million**. The maximum amount of state funds allocated to the Project is **\$1,000,000.00**.

E. Pursuant to Ind. Code § 8-23-30-3, the Grantee's 50% match shall be paid from one of the identified revenue sources. The remainder of the Project costs greater than the total of the State's grant and the Grantee's 50% match shall be borne by the Grantee and may be paid how the Grantee chooses. In the interest of clarity and to avoid misunderstanding, the State shall not pay the Grantee for any costs relating to the Project except as specifically provided herein, unless the Parties enter into an amendment to this Grant Agreement.

F. The Grantee understands that maximum amount of Local Road and Bridge Grant funds may not exceed more than \$1 million for all qualifying projects the Grantee may have in a fiscal year.

7. Project Monitoring by the State.

The State may conduct an on-site review of the Project once construction is completed. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

A. whether Project activities are consistent with those set forth in **Attachment A**, the grant application, and the terms and conditions of the Grant Agreement;

B. the actual expenditure of state, and local funds expended to date on the Project is in conformity with the amounts as set forth in **Attachments A**;

8. Audits and Maintenance of Records.

A. Grantee shall submit to an audit of funds paid through this Grant Agreement, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

B. A final audit construction invoice detailing the actual costs of construction and proof of payment to the contractor must be submitted to the State within thirty (30) days of completion of the Project. If for any reason, including overpayment of grant funds to the Grantee, the Grantee is required to repay to the State the sum or sums of state funds paid to the Grantee under the terms of this Grant Agreement, then the Grantee shall repay to the State such sum or sums within forty-five (45) days after receipt of a billing

from the State. Payment for any and all costs incurred by the Grantee which are not eligible for state funding shall be the sole obligation of the Grantee.

D. If for any reason the State finds noncompliance and requires a repayment of state funds previously paid to the Grantee, the Grantee is required to submit such sum or sums within thirty (30) days after receipt of a billing from the State. If the Grantee has not paid the full amount due within sixty (60) calendar days past the due date, the State may proceed in accordance with Ind. Code § 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the Grantee's allocation of the Motor Vehicle Highway Account to the State's Local Road and Bridge Matching Grant Fund account until the amount due has been repaid.

9. Compliance with Laws.

A. The Grantee 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 thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee 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 Ind. Code § 4-2-6, *et seq.*, Ind. Code § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in Ind. Code § 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in Ind. Code § 4-2-6-10.5 prior to the execution of this grant.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under Ind. Code §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

D. As required by Ind. Code § 5-22-3-7:

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

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) Ind. Code § 24-4.7 [Telephone Solicitation of Consumers];

(ii) Ind. Code § 24-5-12 [Telephone Solicitations]; or

(iii) Ind. Code § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if Ind. Code § 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of Ind. Code § 24-4.7 for the duration of this Grant Agreement, even if Ind. Code § 24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of Ind. Code § 24-4.7 in the previous three hundred sixty-five (365) days, even if Ind. Code § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of Ind. Code § 24-4.7 for the duration of this Grant Agreement even if Ind. Code § 24-4.7 is preempted by federal law.

10. Drug-Free Workplace Certification.

This clause is required by Executive Order 90-5 and applies to all individuals and private legal entities who receive grants or contracts from State agencies. This clause was modified in 2005 to apply only to Grantee's employees within the State of Indiana and cannot be further modified, altered or changed.

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

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

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Grantee'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; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

11. Employment Eligibility Verification.

As required by Ind. Code § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.

D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

12. Funding Cancellation.

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it 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.

13. Governing Law.

This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

14. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically including Ind. Code § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant 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 or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

15. Notice to Parties.

Whenever any notice, statement or other communication is required under this Grant, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

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

Office of LPA/MPO and Grant Administration
Attention: Director of LPA/MPO and Grant Administration
100 North Senate Avenue, Room N955
Indianapolis, IN 46204

With a copy to:

Chief Legal Counsel/Deputy Commissioner
Indiana Department of Transportation
100 N. Senate Avenue, Room N758
Indianapolis, IN 46204-2216

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

Greenfield District
32 South Broadway Street
Greenfield, IN 46140

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

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

17. Order of Precedence.

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable law; (2) this Grant Agreement, (3) exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) any exhibit prepared by Grantee.

18. Termination for Breach.

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, seek recovery or reimbursement of grant payments, and suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

19. Termination for Convenience.

Unless prohibited by a statute or regulation relating to the award of the grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

The Rest of this Page Intentionally Left Blank.

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in Ind. Code § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in Ind. Code § 4-2-6-10.5.**

In Witness Whereof, Grantee and the State have, through their duly authorized representatives, entered into this Grant. The parties, having read and understood the foregoing terms of this Grant, do by their respective signatures dated below agree to the terms thereof.

IN WITNESS WHEREOF, Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of the Grant Agreement, do by their respective signatures dated below hereby agree to the terms thereof.

Grantee : **City of Westfield Local Unit**

By: _____
Printed Name: _____
Title: _____
Date: _____

Attested by: _____
Printed Name: _____
Title: _____
Date: _____

The State
Indiana Department of Transportation
Recommended by:

Chris Kiefer, Chief of Staff
Date: _____

Indiana Department of Administration

(for)
Jessica Robertson, Commissioner
Date: _____

State Budget Agency

(for)
Brandye Hendrickson, Commissioner
Date: _____

(for)
Brian E. Bailey, Director
Date: _____

APPROVED as to form and legality:
Office of the Attorney General

*Form approval has been granted by the
Office of the Attorney General pursuant to
IC 4-13-2-14.3(e) on June 8, 2016.
FA 16-17*

This Instrument was prepared by: _____ on _____

**ATTACHMENT A
PROJECT DESCRIPTION**

Des. No.: **1601646**

Program: **Local Roads and Bridges Matching Grants**

Type of Project: **HMA Overlay, Preventive Maintenance**

Location: **Mill & resurface w/ full depth patching; select locations in Westfield**

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

1. Tomlinson Road from Blackburn Road to 203rd Street minus the new roundabout pavement at 191st as well as new pavement at Windsor Estates and Chatham Hills.
Full depth reconstruction between Blackburn Road and 191st Street. New pavement section will feature 7.5" HMA on Subgrade Treatment Type IB and be approximately 2' wider on each side of the road. Full depth patching, a small stretch of widening, with full width 1.5" milling and resurfacing between 191st Street and 203rd Street.
2. 191st Street from Spring Mill Road to US 31 minus the roundabout at Tomlinson Road.
Original HMA pavement was 6.5" thick. Construction consisted of 4" mill in place, grade, and compact millings, with 3" HMA Intermediate and 1.5" HMA Surface overlay. This work is currently performing very well.
3. Spring Mill Road ~1,300' north of SR 32 to 300' south of 186th St. Spring Mill Road 600' north of 186th Street to 191st Street Roundabout at 186th Street to be constructed next year is the reason for the gap.
Spring Mill Road shall be milled 2" and resurfaced with 1.5" HMA Surface on 2.25" HMA Intermediate with anticipated 8 full depth patches and wedging in select locations.
4. Dartown Road from 181st Street to SR 32.
1" mill and 2" resurface with wedge and leveling as well as full depth patching in select locations.
5. 181st Street from Dartown Road to Wheeler Road.
1" mill and 1.5" resurface with wedge and leveling as well as full depth patching in select locations.
6. Oak Ridge Road from 169th Street to just north of 161st Street roundabout and Oak Ridge Road from 345' south of Holly Lane Farms Drive to 146th Street.
1.5" mill and resurface with wedge and leveling as well as full depth patching in select locations
7. East Street from 191st Street to Hoover Street.
1.5" mill and resurface with full depth patching in select locations.
8. Grassy Branch Road from SR 32 to 606' south of Mere Blvd.
1.5" mill and resurface with full depth patching in select locations.
9. 156th Street from Towne Road to ~1,400' west of Ditch Road as well as from Ditch Road to Oak Ridge Road minus the new roundabout at Spring Mill Road.
1.5" mill and resurfacing with wedge and leveling and full depth patching in select locations.

10. Gray Road from SR 32 to 169th Street.
1.5" mill and resurface with wedge and leveling as well as full depth patching in select locations.
11. 161st Street from Oak Road west ~1,600'.
1.5" mill and resurface with full depth radii improvement at the SW corner of 161st Street and Oak Road.
12. Hoover Street from US 31 to East Street.
1.5" mill and resurface with wedge and leveling as well as full depth patching in select locations.
13. 181st Street from Wheeler Road to Sun Park Drive.
1.5" mill and resurface with wedge and leveling in select locations.
14. 169th Street from Spring Mill Road to Birdseye Drive.
1.5" mill and resurface with full depth patching in select locations.
15. Westfield Blvd from 161st Street to US 31.
1.5" mill and resurface with wedge and leveling in certain locations.
16. Harvest Meadows Subdivision - Harvest Meadows Drive from Maple Park Drive to Maple Park Drive (entire loop) as well as Fieldstone Ct, Riverstone Ct, and Woodstream Ct.
1.5" mill and resurface.
17. Maple Park Drive from East Street to Union Street.
1.5" mill and resurface with full depth patching in select locations.
18. Countryside Subdivision - Greensboro Drive from 169th Street to ~150' east of Yeoman Way.
1.5" mill and resurface with full depth patching in select locations.
19. Grassy Knoll Subdivision - Grassy Knoll Drive from Grassy Branch Road to Grassy Branch Road.
as well as Azalea Ct, Redbud Ct, Crocus Ct, and Trillium Ct.
1.5" mill and resurface with full depth patching at select locations.
21. Crosswind Commons Subdivision - Jet Stream Blvd from Zephyr Way to Zephyr Way.
1.5" mill and resurface.
24. Beacon Point Subdivision - Beacon Park Dr. from Beacon Way to Shadow Lakes Drive.
1.5" mill and resurface with full depth patching in select locations.

The maximum amount of state funds allocated to the Project is \$1,000,000.00



Board of Works

Andy Cook
Randy Graham
Kate Snedeker

Clerk Treasurer

Cindy J. Gossard

Public Works Department

(317) 804-3150 office
(317) 804-3181 fax

2728 East 171st Street
Westfield, IN 46074
westfield.in.gov

Memorandum

To: Westfield Board of Public Works & Safety

Date: September 28, 2016

Re: Public Works Project Report

Memo to Board Members

Dear Board Members, I would like to take this opportunity to update you regarding the current status of our Public Works Departments.

Westfield Public Works Executive Summary Progress Report

Street Maintenance

2016 resurfacing is well underway, and the maintenance staff is currently focusing on shoulder installation on our newly resurfaced roads in addition to our crack seal efforts. 203rd Street was regraded, compacted, and chip sealed. The crew also removed the pavers from the CSC parking lot in preparation for replacement. Additionally, we have been focused on sink hole repair, ROW mowing, and street sweeping.

Park Maintenance

Raymond Worth Park upgrades have begun. This includes demolition of all structures, removal of several hundred feet of fence, and the installation of a stone parking lot. This is a tree mitigation site with tree planting to begin in the coming months.

Notable changes since 8/24/16

1. 2016 Trail Connections

Monon 5 (SR32 to Wheeler) has begun and should be open in early December. 161st and 169th Streets sections are nearly complete, and bids for section 1 of the Monon/Midland Loop are due on Friday 9/30.

2. Mill Street Extension

The Mill Street project is a reconstruction and extension of Mill Street from SR32 to South Union St. The Mill Street bridge was set on 9/21; the project is set for completion by December.

3. Westfield Boulevard Extension (West Access Rd.)

This is a new roadway project that runs from Westfield Blvd., under US 31 and terminates at a new roundabout on 151st. The bid was awarded to Millennium Contractors with construction set to begin in the coming weeks.

4. Midland Trail Section 4

Section 4 is the extension of the Midland from Gunther Blvd. to Gray Rd. Construction is scheduled to be completed by 10/14. There will be a ribbon cutting to commemorate the trail reaching the east boundary of the City, and I will share the details of that event as they are established.

5. Ditch Road Extension

This project is the construction of a new roadway that extends Ditch Rd. from SR32 north and culminates with a roundabout connection at the 18100 block of Casey Rd. Bids have been received and were presented for approval earlier in this meeting.

Other Notable Projects

City Project Manager: Gary Pence

1. Towne Road from 156th Street to 166th Street

This project is for sight distance improvements, roadway widening, and three culvert replacements on Towne Road from 156th to 166th Streets. This project is an INDOT funded project (all phases are 70/30 split). Currently waiting for design contract to be approved by INDOT. Plan to have consultant start survey and design work this spring. Let expected July 2017.

City Project Manager: Phil Sundling

2. Westfield Boulevard Connector (South Poplar Extension)

- Des. No. awarded from INDOT
- Currently waiting on additional funding to be awarded by the state.
- Current plan to go from Park St. to 169th Street

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3. 186th and Springmill RAB

- Approved by MPO
- 2017/2018 construction
- \$2-mil reimbursement from MPO (CN, CE)
- City will fund remaining portion

4. Red Line Mass Transit

- City committing \$146k match for PE and ENV services
- Multiple stops from 146th, Village Park, Downtown Westfield, Grand Park
- Construction in 2020 at the earliest

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September 28, 2016

Consent Agenda Items:

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:

- The Lakes at Grassy Branch, Section 2A – Bond #1145139 – Erosion \$22,522.37
- Enclave at Andover, Section 1 – Bond #59BSBHH5691 – HMA Surface \$55,391.29
- Enclave at Andover, Section 1 – Bond #59BSBHH5690 – HMA Path \$18,150.00
- Enclave at Andover, Section 1 – Bond #59BSBHH5692 – Storm Sewer \$44,833.91
- Enclave at Andover, Section 1 – Bond #59BSBHH5693 – Common Sidewalks/ADA Ramps \$5,698.00
- Lakes at Shady Nook, Section 2A – Bond #1145153 – Erosion Control \$69,815.00
- Lakes at Shady Nook, Section 2B – Bond #1145162 – Erosion Control \$32,240.00
- Automatic Pool Covers, Building Expansion – Cash in Lieu – Storm/Erosion
- Wilshire, Section 1, Letter of Credit - #3414094 – Erosion - \$103,730.00
- Andover North, Section 3 - #CMS293541 – Storm Infrastructure - \$23,973.84
- Andover North, Section 3 - #CMS293540 – Common Area Sidewalks & ADA Ramps - \$40,625.75

Performance Bond Release

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

- Viking Meadows – Blue Grass, Section 1 – Bond #5039388 – Signage \$1,012.00
- Viking Meadows – Blue Grass, Section 1 – Bond #5039390 – Monument/Markers \$660.00
- Viking Meadows – Blue Grass, Section 1 – Bond #5039396 – Erosion Control \$37,949.90
- Viking Meadows – Blue Grass, Section 4 – Bond #800013277 – Signage \$1,771.00
- Viking Meadows – Blue Grass, Section 4 – Bond #800013276 – Erosion Control \$44,338.35
- Viking Meadows – Blue Grass, Section 3 – Bond #800005617 – Erosion Control \$65,029.04
- Viking Meadows – Blue Grass, Section 3 – Bond #800005610 – Signage \$2,530.00

Public Works

Jeremy Lollar, Director
Angie Smitherman, Administration
Phil Sundling, Project Mgmt.
Adam Essex, Inspections
Travis Stetnish, Streets
Chris McConnell, Parks & Trails

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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:

- Harmony, Section 1 – Bond #SUR60000947 – Trails \$2,408.70
- Derby Ridge, Section 2 – Bond #601109559 – Storm Sewers & Subsurface Drains - \$31,916.50
- Derby Ridge, Section 2 – Bond #929638476 – Streets/Curbs/Trails - \$12,403.92
- Derby Ridge, Section 2 – Bond #CMS0293603 – Erosion Control - \$3,038.08
- CarDon Senior Living – Copper Trace – Bond #106369725 – Trail - \$737.00
- Village Farms, Section 19 – Bond #B1233531 – Common Area Sidewalks - \$364.10
- Village Farms, Section 19 – Bond #B1233530 – Concrete Roll Curbs - \$1,389.40
- Village Farms, Section 19 – Bond #9230930 – Streets/Curbs - \$8,607.00
- Village Farms, Section 19 – Bond #9230931 – Trails - \$2,821.90
- Windsor Estates – Bond #1145181 – Storm Sewers - \$24,405.09
- Windsor Estates – Bond #1145182 – Sidewalks - \$448.03
- Windsor Estates – Bond #1145179 – Trails - \$4,306.62
- Windsor Estates – Bond #1145180 – Erosion Control - \$4,218.54

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**

Bond - Changes

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Bonds changes by the requested developer:

- **NONE**



Public Works

Jeremy Lollar, Director
Angie Smitherman, Administration
Phil Sundling, Project Mgmt.
Adam Essex, Inspections
Travis Stetnish, Streets
Chris McConnell, Parks & Trails

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