



CITY OF WESTFIELD, IN
Board of Public Works_Meeting_Agenda_07_31_2014

Thursday, July 31, 2014 at 03:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Thursday, July 31, 2014 at 03:00 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: Minutes- June 26, 2014

Documents: [Minutes- 6/26/14](#)

Presentations

Tree Inventory Findings & Progress Presentation

Ordinances and/or Resolutions

None

Quote Approval

None

Bid Approval

Action Item #2: 191st St. & Tomlinson Rd.- Bid Award Recommendation

Documents: [191st St. & Tomlinson Rd.- Bid Award Recommendation](#)

Construction Standards & Specifications Changes

None

Change Orders

None

Contracts/Leases

None

Agreements and/or Memorandum of Understanding (MOU)

Action Item #3: Towne Road from 156th Street to 166th Street Road Improvement Agreement

Documents: [Towne Road from 156th Street to 166th Street Road Improvement Agreement](#)

Consent Agenda

Action Item #4: Performance & Maintenance Bond Release/Maintenance Bond Acceptance

-Bierman, West Oak Subdivision (Erosion Control, Sanitary Sewers and Water)

-Maple Knoll, Sec 2 (Streets and Utilities)

-The Maples at Springmill 2A & 2B (Erosion Control, Sanitary Sewers and Water)

Documents: [Performance & Maintenance Bond Release/Acceptance](#)

Action Item #5: Woodbury Ridge Agreement for Roundabout at Casey Rd & Ditch Rd.

Documents: [Woodbury Ridge Agreement for Roundabout at Casey Rd & Ditch Rd.](#)

Action Item #6: Oak Trace Elementary School Safe Roads to School

Documents: [Oak Trace Elementary School Safe Roads to School Agreement](#)

Department Reports

Fire

Documents: [WFD Report](#)

Parks and Recreation

Documents: [WPRD Report](#)

Police

Documents: [WPD Report](#)

Public Works

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY JUNE 26, 2014

The Westfield Board of Public Works and Safety met on June 26, 2014 at the Westfield Public Works Conference Room. Present were, Mayor Cook, Kate Snedeker, Records Manager Kim Strang and Brian Zaiger legal counsel. Mayor Cook called the meeting to order at 3:02 P.M.

Meeting Minutes Consideration for Approval:

Kate Snedeker made the motion to approve the May 29, 2014 meeting minutes as presented and this was seconded by Mayor Cook. Vote: Yes-2; No-0. Motion carried.

Presentations:

None

Ordinances and /or Resolutions:

None

Quote Approval:

None

Bid Approval:

Action Item #2: N. Union Street Extension-Bid Award Recommendation

Ken Alexander stated, CHA Consulting has recommended Rieth Riley Construction Co. as the lowest, most responsible bidder for this project. The bid from Rieth Riley is for \$988,500.

Kate Snedeker made the motion to approve the bid. Mayor Cook seconded. Vote: Yes-2; No-0. Motion carried.

Construction Standards & Specifications Changes:

None

Change Orders:

None

Contracts/Leases:

None

Agreements and/or Memorandum of Understanding (MOU):

Action Item #3: Termination of Parks & Recreation Impact Fee Agreement

Brian Zaiger presented stating it is a formal document showing termination of the Park Impact Fee Agreement between Platinum Properties, Maple Knoll Developer and the City of Westfield.

Kate Snedeker made the motion to approve the termination of the Impact Fee Agreement. Mayor Cook seconded. Vote: Yes-2; No-0. Motion carried.

Consent Agenda

Action Item #4: Performance & Maintenance Bond Release/Maintenance Bond

Ken Alexander presented asking for Performance Bond Release of the following, moving into Maintenance Bond:

- Keeneland Park Section 1
- Keeneland Park Section 2

The following are Maintenance Bond Releases:

- Brookside Section 2
- Brookside Section 3
- Andover Section 4
- Maple Knoll Section 4B

Kate Snedeker made the motion to consent. Mayor Cook seconded. Vote: Yes-2; No-0. Motion carried.

Action Item #5: Construction Inspection Agreement: 156th & Spring Mill Road

This item was presented by Gary Pence stating it is an Inspection Service Contract. The agreement meets INDOT requirements and is 100% State & Federal funded.

Department Reports

- **Fire Documents**-Joe Lyons
- **Parks and Recreation**-
- **Police**- Joel Rush
- **Public Works**-Ken Alexander

Mayor Cook made the motion to adjourn, seconded by Kate Snedeker
Vote: Yes-2; No-0. Motion carried.

With no further business the meeting was adjourned at 3:30 P.M.

Deputy Clerk-Treasurer

Board of Public Works and Safety



Mayor
Andy Cook

City Council
Jim Ake
Steven Hoover
Robert L. Horkay
Chuck Lehman
Robert J. Smith
Cindy L. Spoljaric
Robert W. Stokes

Clerk Treasurer
Cindy J. Gossard

Bid Approval Item:

The Westfield Public Works Department is recommending that the Board of Public Works and Safety consider approval of the following bid approval:

191st Street and Tomlinson Road Roundabout

A bid letting was held for the above mentioned project on July 23rd at 3:00. Two sealed bids were accepted. Crider and Crider was the lowest approved bid at \$1,916,283 (Reith-Riley was at \$2,201,000). The engineer's final estimate was \$2,053,861. RW, PE other costs for this project was estimated near \$1,000,000 with most of that money spent already. Budget amount showed \$2,000,000. See attached bid tabs.

Public Works Department

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

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

**Bid Recommendation
191st and Tomlinson**

Date: 7/24/2014

To: Gary Pence, City of Westfield, Engineering, Senior Project Manager

Gary,

USI has reviewed the bids received on 7/23/2014. The low bidder, Crider & Crider, provided a proposal that included the Bid Bond, Form 96, signed Non-Collusion Agreement, and Acknowledgment of Addendum. Their itemized proposal was totaled correctly.

Crider & Crider, provided the City of Westfield the lowest responsive bid proposal, therefore I recommend that the project be awarded to Crider & Crider.

I have attached a bid tabulation spreadsheet that totals the bid proposals for both of the bids received.

Do not hesitate to contact me if you have any questions or concerns



Greg R. Wendling, P.E.
Project Manager

191st Street & Tomlinson Road
Roundabout
Itemized Proposal
Modified with Addendum #3

Engineers Estimate							Crider		Rieth	
Item #	ITEM	DESCRIPTION	UNIT	Quantity	Unit Price	Est. Total	Unit Price2	Total	Unit Price3	Total2
1	105-06845	CONSTRUCTION ENGINEERING	LS	1	\$40,000.00	\$40,000	77401.99	77401.99	20100	20100
2	110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1	\$80,000.00	\$80,000	90000	90000	99430	99430
3	201-52370	CLEARING RIGHT OF WAY	LS	1	\$30,000.00	\$30,000	20000	20000	11870	11870
4	202-51330	PRESENT STRUCTURE, REMOVE	LS	1	\$30,000.00	\$30,000	10000	10000	26208.45	26208.45
5	202-96133	PIPE, REMOVE	LFT	196	\$10.00	\$1,960	12.5	2450	28	5488
6	203-02000	EXCAVATION, COMMON	CYS	8426	\$13.00	\$109,538	20	168520	19.6	165149.6
7	203-02070	BORROW	CYS	2626	\$15.00	\$39,390	0.01	26.26	8	21008
8	205-02237	TEMPORARY EROSION & SEDIMENT CONTROL, CURB INLET PROTECTION	EACH	14	\$50.00	\$700	85	1190	85	1190
9	205-06931	TEMPORARY CHECK DAM, REVETMENT RIPRAP	TON	38	\$50.00	\$1,900	50	1900	57	2166
10	205-06933	TEMPORARY DITCH INLET PROTECTION	EACH	5	\$50.00	\$250	85	425	85	425
11	205-06937	TEMPORARY SILT FENCE	LFT	2256	\$5.00	\$11,280	1.25	2820	2	4512
12	205-09543	NO 2 STONE	TON	150	\$30.00	\$4,500	20	3000	17.9	2685
13	207-08267	SUBGRADE TREATMENT, TYPE II	SYS	124	\$9.00	\$1,116	2	248	24.9	3087.6
14	207-09934	SUBGRADE TREATMENT, TYPE 1B	SYS	11480	\$9.00	\$103,320	6	68880	7.15	82082
15	211-02050	B BORROW	CYS	708	\$40.00	\$28,320	20	14160	28	19824
16	211-09264	STRUCTURAL BACKFILL, TYPE 1	CYS	2218	\$45.00	\$99,810	25	55450	34.7	76964.6

191st Street & Tomlinson Road
Roundabout
Itemized Proposal
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17	301-07448	COMPACTED AGGREGATE, NO. 53, BASE	TON	666	\$25.00	\$16,650	35	23310	33.5	22311
18	302-08562	COARSE AGGREGATE, NO 8	TON	288	\$25.00	\$7,200	30	8640	16.3	4694.4
19	401-07429	QC/QA-HMA, 5, 76, INTERMEDIATE, OG, 19.0 mm	TON	654	\$65.00	\$42,510	62	40548	60	39240
20	402-07432	HMA SURFACE, TYPE A	TON	102	\$66.00	\$6,732	86	8772	100	10200
21	402-07433	HMA SURFACE, TYPE B	TON	704	\$66.00	\$46,464	61	42944	85	59840
22	402-07435	HMA INTERMEDIATE, TYPE A	TON	203	\$65.00	\$13,195	79	16037	90	18270
23	402-07438	HMA INTERMEDIATE, TYPE B	TON	1207	\$62.00	\$74,834	62	74834	70	84490
24	402-07441	HMA BASE, TYPE B	TON	3231	\$58.00	\$187,398	56	180936	60	193860
25	406-05520	ASPHALT FOR TACK COAT	TON	6	\$300.00	\$1,800	1000	6000	520	3120
26	502-11564	PCCP, 7 IN (Stamped)	SYS	343	\$30.00	\$10,290	52	17836	55	18865
27	603-03692	FENCE, WOOD, DECORATIVE	LFT	351	\$30.00	\$10,530	50	17550	56	19656
28	604-07897	CURB RAMP, CONCRETE, C	SYS	72	\$80.00	\$5,760	200	14400	140	10080
29	604-07903	CURB RAMP, CONCRETE, K	SYS	45	\$80.00	\$3,600	200	9000	140	6300
30	604-07904	CURB RAMP, CONCRETE, L	SYS	102	\$80.00	\$8,160	100	10200	140	14280
31	605-06125	CURB, CONCRETE, MODIFIED	LFT	227	\$22.00	\$4,994	20	4540	38	8626
32	605-06155	CURB AND GUTTER, CONCRETE, MODIFIED TYPE II	LFT	1857	\$22.00	\$40,854	12.5	23212.5	20	37140
33	605-06156	CURB AND GUTTER, CONCRETE, MODIFIED TYPE III	LFT	2345	\$22.00	\$51,590	12.5	29312.5	24	56280
34	605-97937	CURB AND GUTTER, ROLL CURB	LFT	352	\$22.00	\$7,744	11	3872	37	13024
35	610-07487	HMA FOR APPROACHES, TYPE B	TON	14	\$80.00	\$1,120	165	2310	330	4620
36	610-08446	PCCP FOR APPROACHES, 6 IN	SYS	81	\$50.00	\$4,050	42	3402	71	5751
37	611-08232	MAILBOX ASSEMBLY, SINGLE, RESET	EACH	4	\$100.00	\$400	175	700	185	740
38	615-01469	MONUMENT, SECTION CORNER, INSTALL	EACH	1	\$250.00	\$250	500	500	555	555

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39	616-02320	GEOTEXTILES	SYS	89	\$3.00	\$267	5	445	7.5	667.5
40	616-06405	RIPRAP, REVETMENT	TON	67	\$50.00	\$3,350	35	2345	59	3953
41	621-01004	MOBILIZATION AND DEMOBILIZATION FOR SEEDING	EACH	3	\$600.00	\$1,800	150	450	150	450
42	621-01597	EROSION CONTROL, MAT	SYS	2590	\$3.00	\$7,770	1	2590	1	2590
43	621-06559	MULCHED SEEDING, R	SYS	7151	\$1.20	\$8,581	0.45	3217.95	0.45	3217.95
44	621-06567	WATER	KGAL	2	\$20.00	\$40	1	2	1	2
45	621-06574	SODDING	SYS	464	\$4.00	\$1,856	5	2320	5	2320
46	621-xxx01	BIOSWALE MULCH, 2" THICK SHREDDED HARDWOOD MULCH	CYS	110	\$45.00	\$4,950	90	9900	90	9900
47	621-xxx02	BIOSWALE PLANT, PERENNIAL, 1 GALLON CONTAINER	EACH	1964	\$5.00	\$9,820	14.4	28281.6	14.4	28281.6
48	621-xxx03	BIOSWALE PLANT, PLUG, 2 1/4" X 5" PLUG	EACH	5986	\$3.00	\$17,958	4.2	25141.2	4.2	25141.2
49	621-xxx04	BACKFILL MIX FOR BIOSWALE PLANTINGS	CYS	165	\$150.00	\$24,750	50	8250	50	8250
50	621-xxx05	EVERGREEN SHRUBS, 6' HEIGHT	EACH	9	\$200.00	\$1,800	175	1575	175	1575
51	621-xxx06	PERENNIALS, 1 GAL. CONTAINER	EACH	1765	\$10.00	\$17,650	14.3	25239.5	14.3	25239.5
52	621-xxx07	PLANTING MULCH, 3" DEEP, SHREDDED HARDWOOD MULCH	CYS	115	\$45.00	\$5,175	65	7475	65	7475
53	621-xxx08	PLANTING SOIL MIXTURE, 4" DEEP	CYS	137	\$150.00	\$20,550	50	6850	100	13700
54	621-xxx09	SHRUBS, 3 GAL., CONTAINER	EACH	113	\$15.00	\$1,695	43	4859	43	4859
55	621-xxx10	SHRUBS, B&B, 24-36" HEIGHT	EACH	46	\$80.00	\$3,680	40	1840	40	1840
56	621-xxx11	TREES, 2.5" CAL.	EACH	33	\$150.00	\$4,950	330	10890	330	10890
57	621-xxx12	TREES, 8' HEIGHT, MULTI-STEM, CLUMP	EACH	19	\$150.00	\$2,850	240	4560	240	4560
58	714-11307	STRUCTURE, REINFORCED CONCRETE BOX SECTIONS, 15 FT X 8 FT	LFT	313	\$1,500.00	\$469,500	1350	422550	1530	478890
59	715-02745	GATE VALVE WITH VALVE BOX, 12 IN	EACH	1	\$800.00	\$800	2750	2750	2980	2980
60	715-05048	PIPE, TYPE 4 CIRCULAR 6 IN (DOUBLE WALL, SMOOTH BORE) UNDERDRAIN	LFT	1742	\$10.00	\$17,420	6	10452	4	6968

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61	715-05149	PIPE, TYPE 2 CIRCULAR 12 IN (HDPE, TYPE S)	LFT	750	\$28.00	\$21,000	25	18750	25	18750
62	715-05151	PIPE, TYPE 2 CIRCULAR 15 IN (HDPE, TYPE S)	LFT	60	\$35.00	\$2,100	30	1800	29	1740
63	715-05152	PIPE, TYPE 2 CIRCULAR 18 IN (HDPE, TYPE S)	LFT	46	\$38.00	\$1,748	35	1610	36	1656
64	715-05153	PIPE, TYPE 2 CIRCULAR 21 IN (HDPE, TYPE S)	LFT	228	\$40.00	\$9,120	40	9120	57	12996
65	715-05161	PIPE, TYPE 2 CIRCULAR 48 IN (HDPE, TYPE S)	LFT	66	\$80.00	\$5,280	125	8250	144	9504
66	715-06004	CONCRETE ANCHOR, 48 IN (HDPE, TYPE S)	EACH	1	\$350.00	\$350	1750	1750	1850	1850
67	715-46000	PIPE END SECTION, DIA 12"	EACH	6	\$250.00	\$1,500	750	4500	620	3720
68	715-46010	PIPE END SECTION, DIA 18"	EACH	2	\$325.00	\$650	1000	2000	700	1400
69	715-95866	GATE VALVE WITH VALVE BOX, 6 IN	EACH	2	\$600.00	\$1,200	1000	2000	1430	2860
70	715-98165	WATER MAIN, 12 IN	LFT	340	\$100.00	\$34,000	75	25500	158	53720
71	715-XXX01	DRIPLINE TUBING 0.6 GPH EMITTER FLOW	LFT	6200	\$2.00	\$12,400	0.47	2914	0.75	4650
72	715-XXX02	1" BRASS QUICK COUPLING VALVE	EACH	2	\$100.00	\$200	236.5	473	270	540
73	715-XXX03	1" PVC PIPE 200 PSI SDR 21	LFT	900	\$10.00	\$9,000	1.23	1107	1.55	1395
74	715-XXX04	1" TAP AND 3/4" WATER METER	EACH	1	\$500.00	\$500	3750	3750	4800	4800
75	715-XXX05	1.25" PVC PIPE 200 PSI SDR 26	LFT	1050	\$10.00	\$10,500	1.05	1102.5	1.65	1732.5
76	715-XXX06	12-STATION CONTROLLER	EACH	1	\$250.00	\$250	1055	1055	720	720
77	715-XXX07	2" PVC PIPE SCHEDULE 40	LFT	480	\$10.00	\$4,800	5	2400	14.5	6960
78	715-XXX08	3" PVD PIPE SCHEDULE 40	LFT	340	\$12.00	\$4,080	6	2040	15	5100
79	715-XXX09	ELECTRONIC DRIP VALVES	EACH	7	\$100.00	\$700	215	1505	350	2450
80	715-XXX10	PRESSURE VACUUM BREAKER BACKFLOW PREVENTOR	EACH	1	\$100.00	\$100	1000	1000	540	540
81	715-XXX11	WIRELESS RAIN SENSOR	EACH	1	\$100.00	\$100	200.5	200.5	360	360
82	715-XXX12	MONITORING MANHOLE (LEAK DETECTION)	EACH	1	\$1,800.00	\$1,800	1500	1500	5000	5000

191st Street & Tomlinson Road
Roundabout
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83	715-XXX13	12" X 12" X 12" "T"	EACH	2	\$600.00	\$1,200	1250	2500	810	1620
84	715-XXX14	12" X 6" SWIVEL TEE	EACH	2	\$600.00	\$1,200	1000	2000	714	1428
85	715-XXX15	WATER STOP	EACH	4	\$500.00	\$2,000	500	2000	3730	14920
86	718-03277	PIPE, UNDERDRAIN, CORRUGATED PLASTIC, PERFORATED, 6 IN. (SWALES)	LFT	510	\$12.00	\$6,120	5	2550	14.25	7267.5
87	718-06532	VIDEO INSPECTION FOR UNDERDRAINS	LFT	1742	\$5.00	\$8,710	1.25	2177.5	1.45	2525.9
88	718-52610	AGGREGATE FOR UNDERDRAINS	CYS	157	\$45.00	\$7,065	35	5495	34.1	5353.7
89	718-99153	GEOTEXTILES FOR UNDERDRAIN	SYS	1394	\$4.00	\$5,576	1	1394	1.25	1742.5
90	720-01894	CASTING, FURNISH AND ADJUST TO GRADE (MR. MANHOLE)	EACH	1	\$2,500.00	\$2,500	1000	1000	1050	1050
91	720-44000	CASTING, ADJUST TO GRADE	EACH	1	\$400.00	\$400	750	750	480	480
92	720-45030	INLET, E7	EACH	3	\$1,800.00	\$5,400	2000	6000	1900	5700
93	720-45035	INLET, F7	EACH	1	\$1,800.00	\$1,800	2000	2000	2100	2100
94	720-45045	INLET, J10	EACH	5	\$1,800.00	\$9,000	2000	10000	2400	12000
95	720-45055	INLET, M10	EACH	9	\$1,800.00	\$16,200	2000	18000	2450	22050
96	720-45275	PIPE CATCH BASIN, 24 IN	EACH	2	\$1,200.00	\$2,400	1000	2000	1420	2840
97	720-97008	FIRE HYDRANT ASSEMBLY, RELOCATE	EACH	2	\$2,000.00	\$4,000	1250	2500	2600	5200
98	732-08419	MODULAR BLOCK WALL	SFT	270	\$10.00	\$2,700	13	3510	13.2	3564
99	732-08420	MODULAR BLOCK WALL WITH GROUND REINFORCEMENT	SFT	135	\$12.00	\$1,620	15.5	2092.5	16.5	2227.5
100	732-08421	MODULAR BLOCK WALL ERECTION	SFT	405	\$20.00	\$8,100	18.5	7492.5	32	12960
101	732-11770	AGGREGATE FOR DRAINAGE FILL	CYS	23	\$50.00	\$1,150	40	920	30	690
102	801-03290	CONSTRUCTION SIGN, C	EACH	5	\$150.00	\$750	250	1250	300	1500
103	801-04308	ROAD CLOSURE SIGN ASSEMBLY	EACH	2	\$150.00	\$300	400	800	500	1000
104	801-06625	DETOUR ROUTE MARKER ASSEMBLY	EACH	12	\$100.00	\$1,200	150	1800	200	2400

191st Street & Tomlinson Road
Roundabout
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105	801-06640	CONSTRUCTION SIGN, A	EACH	9	\$150.00	\$1,350	200	1800	200	1800
106	801-06645	CONSTRUCTION SIGN, B	EACH	1	\$100.00	\$100	40	40	100	100
107	801-06775	MAINTAINING TRAFFIC	LS	1	\$20,000.00	\$20,000	50000	50000	72698	72698
108	801-07118	BARRICADE, III-A	LFT	48	\$30.00	\$1,440	20	960	20	960
109	801-07119	BARRICADE, III-B	LFT	24	\$30.00	\$720	20	480	30	720
110	802-05701	SIGN POST, U-CHANNEL, TYPE A	LFT	691	\$12.00	\$8,292	20	13820	11.5	7946.5
111	802-09838	SIGN, SHEET, WITH LEGEND 0.080 IN THICKNESS	SFT	176	\$15.00	\$2,640	20	3520	30.5	5368
112	802-09840	SIGN, SHEET, WITH LEGEND 0.100 IN THICKNESS	SFT	69	\$18.00	\$1,242	22	1518	30.5	2104.5
113	802-09842	SIGN, SHEET, WITH LEGEND 0.125 IN THICKNESS	SFT	25	\$20.00	\$500	25	625	35	875
114	807-02428	LIGHTING FOUNDATION, CONCRETE, WITH GROUND , 30 IN X 30 IN X 96 IN	EACH	12	\$2,500.00	\$30,000	1100	13200	858	10296
115	807-06592	CONDUIT, STEEL, GALVANIZED, 2 IN	LFT	296	\$6.00	\$1,776	20	5920	16	4736
116	808-06694	LINE, PAINT, SOLID, YELLOW, 12 IN	LFT	827	\$0.40	\$331	2	1654	3	2481
117	808-06713	LINE, PAINT, SOLID, WHITE, 4 IN	LFT	1907	\$0.40	\$763	0.2	381.4	0.5	953.5
118	808-06714	LINE, PAINT, SOLID, YELLOW, 4 IN	LFT	4088	\$0.40	\$1,635	0.2	817.6	0.5	2044
119	808-10077	PAVEMENT MESSAGE MARKINGS, MULTI-COMPONENT, LANE INDICATION ARROW	EACH	6	\$80.00	\$480	200	1200	200	1200
120	808-74815	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE 24"	LFT	460	\$1.00	\$460	4.5	2070	8	3680
121	808-75002	LINE, PAINT, BROKEN, WHITE, 12 IN	LFT	81	\$1.00	\$81	2	162	3	243
122	808-75007	LINE, PAINT, SOLID, WHITE, 6 IN	LFT	65	\$0.60	\$39	0.4	26	1.5	97.5
123	808-75298	TRANSVERSE MARKING, THERMOPLASTIC, SHARKS TEETH	LFT	51	\$12.00	\$612	10	510	20	1020
124	808-75331	PAVEMENT MESSAGE MARKINGS, THERMOPLASTIC, FISH HOOK ARROW	EACH	4	\$100.00	\$400	150	600	250	1000
125	601-02241	GUARDRAIL, REMOVE	LFT	390	\$15.00	\$5,850	1	390	6	2340
126	601-04793	GUARDRAIL, TIMBER	LFT	112	\$80.00	\$8,960	60	6720	66	7392

191st Street & Tomlinson Road
Roundabout
Itemized Proposal
Modified with Addendum #3

		Total =				\$2,053,861		\$1,916,283		\$2,201,000



Mayor
Andy Cook

City Council
Jim Ake
Steven Hoover
Robert L. Horkay
Chuck Lehman
Robert J. Smith
Cindy L. Spoljaric
Robert W. Stokes

Clerk Treasurer
Cindy J. Gossard

Agreement/Memorandum of Understanding (MOU) Item:

The Westfield Public Works Department is recommending that the Board of Public Works and Safety consider approval of the following agreement:

Towne Road from 156th Street to 166th Street Road Improvement

This is to accept future INDOT FY 2018 funding for intersection sight improvement, vertical sight distance correction, culvert replacement and roadway widening of the mile stretch of roadway. This STP INDOT funded project has a 80/20 match for construction and inspection services with a max amount of \$2,205,000. Right of Way and engineering is paid 100 percent by the City. See attached agreement with INDOT LPA.

Public Works Department

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

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

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

EDS #: A249-15-320163

Des. No.: 1400864

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, IGCN 758
Indianapolis, IN 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, 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, 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.
- B. In the event that federal funds for the Project are not obligated during the period listed in section V.A., the federal funds allocated to the Project will lapse.

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. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the LPA’s fiscal year. The LPA agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. 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. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract and that the LPA is not out of compliance with the financial aspects of this Contract.

- 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/ethics/>>>>. 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, 35-44-1-3 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. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. No Investment in Iran. As required by IC 5-22-16.5, the LPA certifies that the LPA is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

O. Non-Discrimination.

1. Pursuant to I.C. 22-9-1-10 and the Civil Rights Act of 1964, the LPA, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
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 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 Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

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, 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, national origin, religion, disability, ancestry, 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 an 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

Troy A. Woodruff, Chief of Staff

Print or type name and title

Date: _____

Signature and date

Department of Administration

Jessica Robertson, Commissioner

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

July 21, 2014

_____(FOR)
Gregory F. Zoeller, Attorney General of Indiana

Date: _____

ATTACHMENT A
PROJECT DESCRIPTION

Des. No.: **1400864**
Program: **Group III STP**
Type of Project: **Sight Distance Improvement**
Location: **Towne Rd**

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

A project for sight distance improvement for Towne Road, from 156th Street to 166th Street, 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/div/contracts/standards/dm.html>) 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/7287.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/3018.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/div/projects/LPASection/> 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 construction letting 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/2376.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 _____ 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 are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay _____% of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is \$ _____.

OR

B. Federal-aid Funds made available to the LPA by INDOT will be used to pay 80% of the eligible Project costs. The maximum amount of federal funds allocated to the project is \$ 2,205,000.00.
X

C. The LPA understands and agrees that in accordance with I.C. 8-23-2-14, federal reimbursement for construction inspection and testing construction materials, after INDOT retains 2.5% of the final construction costs for oversight, is limited to:

- (1) 14.5% of the final construction cost if the final construction cost is less than or equal to \$500,000; or
- (2) 12.5% of the final construction cost if the final construction cost is greater than \$500,000.

D. 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.

E. 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.
2. The LPA shall pay INDOT for expenses incurred in supervising the Project out of the maximum limitation shown in section I.C. of Attachment D.

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.



Mayor
Andy Cook

City Council
Jim Ake
Steven Hoover
Robert L. Horkay
Chuck Lehman
Robert J. Smith
Cindy L. Spoljaric
Robert W. Stokes

Clerk Treasurer
Cindy J. Gossard

Consent Agenda Item:

The Westfield Public Works Department is recommending that the Board of Public Works and Safety consider approval and sign the following developer agreement:

Casey Road and Ditch Road Roundabout

Developer Agreement Attached

Public Works Department

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

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

Cross Reference/Plat: Instrument No. _____

DEVELOPER AGREEMENT

This Developer Agreement is entered into this ____ day of _____, 2014 by and between Woodbury Ridge One LLC, an Ohio limited liability company ("Woodbury Ridge One LLC") and City of Westfield, Indiana ("City").

RECITALS

WHEREAS, Woodbury Ridge One LLC was the original developer of a real estate project commonly known as Woodbury Ridge ("Woodbury"), located in the City of Westfield, which was approved on or about June 2, 2014;

WHEREAS, the parties now desire to place a document of record to formally document the termination of the requirement to relocate utility poles to the back of the right-of-way (Section 02501 of Public Works Construction Standards) along or abutting the Woodbury parcel on Casey Road;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt of which is hereby acknowledged, the parties hereby agree to the following:

1. The recitals above are incorporated herein by reference as if fully set forth herein and are true and correct in all material respects.
2. Woodbury Ridge One LLC shall fund in part the design and construction of the Casey Rd and Eagle Parkway roundabout to serve as the primary entrance into the Woodbury Ridge development. Initial estimates for this improvement are approximately \$250,000.
3. City shall redesign the intersection at the north entrance of Woodbury to facilitate the construction of a roundabout entrance thereby eliminating several utility pole relocations.
4. City shall eliminate the requirement of a passing blister opposite the north entrance and acceleration and deceleration lanes at the north entrance to Woodbury Ridge as designed between the parties and approved by the Department of Public Works.

5. City shall reduce the length of the required acceleration and deceleration lanes at the south entrance to Woodbury Ridge in order to alleviate the need to move the existing utility poles abutting the parcel. Said agreed designs shall be subject to approval by the Department of Public Works.

6. Woodbury Ridge One LLC's obligation to fund this improvement in lieu of moving utility poles and improving the entries as noted in this document shall be \$125,000.

7. City shall ensure that Woodbury Ridge One LLC has access from Casey Road at the proposed north entrance to Woodbury Ridge throughout the construction of the Casey Rd and Eagle Parkway roundabout.

8. Any and all disputes shall be resolved through the Hamilton County Circuit or Superior Courts as the Parties agree that Hamilton County, Indiana shall be the only proper venue.

IN WITNESS WHEREOF, the parties have executed this Termination of Utility Relocation Agreement as of the date first above written.

Woodbury Ridge One LLC

Signed: 

Date: 7/21/14

Printed: David M. Conwill

Title: Manager

City of Westfield, Indiana

Signed: _____

Date: _____

Printed: Kenneth L. Alexander

Title: Director of Public Works



Mayor
Andy Cook

City Council
Jim Ake
Steven Hoover
Robert L. Horkay
Chuck Lehman
Robert J. Smith
Cindy L. Spoljaric
Robert W. Stokes

Clerk Treasurer
Cindy J. Gossard

Consent Agenda Item

The Westfield Public Works Department is recommending that the Board of Public Works and Safety consider approval of the following project:

Oak Trace Elementary School Safe Roads to School

This is a TAP funded project (MPO funding) with a 80/20 match. The total contract is worth \$75,000 with Westfield share at \$15,000. Parsons Brinckerhoff (PB) was selected to prepare a comprehensive Safe Routes to School plan for Oak Trace Elementary School. The purpose of this plan will be to identify and address the engineering challenges and the education, enforcement and encouragement needs of the school with increasing the safety of the increasing numbers of students who walk and bike to school. This is for FY 2015 INDOT funding (July 1, 2014 to June 30, 2015). See attached contract with PB and breakdown of costs.

Public Works Department

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

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

	Develop Recommendations	12	32	16			60
	Cost Estimates		16				16
	Mapping	2		36	28		66
	task subtotal	14	48	52	28	0	142
Task 5	Deliverables						
	Write Report	24	40	22			86
	Prepare Appendices		4	4	4		12
	Review	8					8
	task subtotal	32	44	26	4	0	106
Task 6	Facilitate Implementation						
	To Be Determined	22	10	8			40
	task subtotal	22	10	8	0	0	40
Total Hours		176	190	232	108	14	720
Labor Cost		\$7,654.24	\$7,489.80	\$6,134.08	\$2,700.00	\$360.64	\$24,338.76

Expenses	mileage	assume 18 round trips @ 40 mi each (\$0.44/mi)					\$316.80
	display boards	assume 1 board for school lobby, 3 boards for Open House (\$100/ea)					\$400.00
	Total						\$716.80

Revenue Budget		
Labor Cost		\$24,338.76
Overhead	160.2%	\$38,990.69
Margin	14.0%	\$8,866.12
Expenses		\$716.80
TOTAL		\$72,912.38

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____, 20____ ("Effective Date") by and between the City of Westfield, Indiana, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and Parsons Brinckerhoff, Inc. ("the CONSULTANT"), [an individual residing in the State of Indiana] [a corporation/limited liability company organized under the laws of the State of New York].

Des. No.: 1298498

Project Description: Comprehensive Safe Routes to School Plan Development

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

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

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

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

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

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

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

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

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be 12/31/2017. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$ **73,000.00**.

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

SECTION VI GENERAL PROVISIONS

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

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

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

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

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

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

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.
7. **Compliance with Laws.**
- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
 - B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
 - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
 - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

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

9. Confidentiality of LPA Information.

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

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

11. DBE Requirements.

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, 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 and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT 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.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination.

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

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

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - (6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

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

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

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

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

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

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

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

16. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, its officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
 - A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
 - B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
 - C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types 1.1, 12.2-12.6** the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5**, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5**, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

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

III. Automobile Liability

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

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

IV. Watercraft Liability (When Applicable)

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

V. Aircraft Liability (When Applicable)

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

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

23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Gary Pence
Department of Public Works
2706 East 171st Street
Westfield, Indiana 46074

Notices to the CONSULTANT shall be sent to:

Ericka Miller
Parsons Brinckerhoff, Inc.
300 North Meridian Street, Suite 1010
Indianapolis, Indiana 46204

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

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge 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 Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. **Termination for Default.**

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
 - 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 - 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
 - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 14). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

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

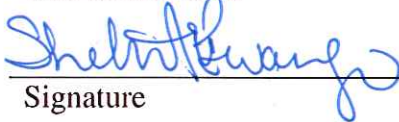
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Non-Collusion.

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

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

CONSULTANT


Signature

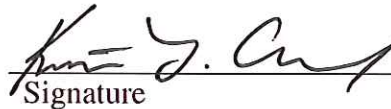
Shelby A. Swango, Vice President
(Print or type name and title)

Attest:

Signature

(Print or type name and title)

LOCAL PUBLIC AGENCY


Signature

Kenneth L. Alexander, Director of
(Print or type name and title) Public Works

Signature

(Print or type name and title)


Signature

Melody Jones Parks, Director
(Print or type name and title) 7/12/14

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

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

The CONSULTANT shall be responsible for performing the following activities:

SCOPE OF WORK Oak Trace Safe Routes to School Plan

The Parsons Brinckerhoff (PB) team has been selected to prepare a comprehensive Safe Routes to School (SRTS) plan for Oak Trace Elementary School under the direction of the City of Westfield. The purpose of the plan will be to identify and address the engineering challenges and the education, enforcement, and encouragement needs of the school, with a goal of increasing the number of students who walk and bike to school while also improving their safety. The proposed structure of the planning process follows the recommendations of the Safe Routes to School Guide. The following scope of work outlines the key steps and strategies used in development of the plan:

Task 1. Project Set-Up and Ongoing Management

A ProjectSolve2 (PS2) website will be established as a communications tool between members of the consultant team, and between the team and the client. The website will be used to transfer data and report files, and share meeting summaries and technical products. PS2 is a secure and dedicated website that gives PB the ability to communicate immediately, effectively, and transparently with our clients and among our project team. The PS2 website will be made available to all team members for the duration of the project and will continue to remain open until all required close-out documentation is complete and the project is officially closed.

Through its Business Management System (BMS), PB has a recognized project management and quality control system with an established series of tracking templates. It is through the BMS that PB manages its projects, facilitating the team's adherence to project scope, schedule and budget. PB's project manager will comply with the BMS procedures by preparing a project management plan and associated documents to guide the project. Monthly invoices will be prepared for submittal to the City of Westfield.

Task 2. Stakeholder Involvement

The PB team will coordinate and facilitate a Kick-Off Meeting with representatives from the City of Westfield, school leaders and community partners to introduce the project. The PB team intends to work with the client to identify key stakeholders. Parents and/or neighbors may be invited to participate in the Kick-Off Meeting at the discretion and direction of the client. At the Kick-Off Meeting, additional volunteers may be solicited to serve on the Steering Committee. The Steering Committee has already been convened and includes representatives from the City of Westfield, Oak Trace Elementary School, the Countryside Subdivision HOA, the Westfield Police Department, and the Westfield Fire Department. The Steering Committee's role will be to guide the work of PB's team, to provide technical support, and to provide review and feedback on deliverables. The Steering Committee will meet twice throughout the planning process – once to brainstorm issues and concerns associated with walking and biking to school, and a second time to provide feedback on preliminary recommendations.

The PB team will plan and lead one student roundtable discussion to provide students the opportunity to help shape the project. A homework assignment will be provided in advance of the meeting, to aid in discussion. The PB team will rely upon the school to identify and convene a group of 10-15 students, of varying ages, to participate in this discussion. It would be preferable if some students in this group already walk or bike to school, or would like to walk or bike to school in the future.

The PB team will develop a parent/student survey in an effort to gather specific input about existing issues/concerns as perceived by the parents and students. It is assumed that the school will distribute and collect the survey. Survey results will be compiled and summarized by the PB Team and used to guide preliminary recommendations.

The PB team will develop a display for the school that explains the Safe Routes to School program, why the program is important, and the planning process. It is intended that this display will hang in the school's lobby or entry-way to inform parents and students of the project. Two (2) articles will also be written for the school newsletter – one in the beginning stages of the project that introduces the planning process, and a second near the end of the project that summarizes key recommendations of the plan.

The PB team will attend one Westfield Community Association Network (WeCAN) Meeting and one School Board Meeting to inform the groups about the project and the SRTS planning process. At both of these meetings, it is anticipated that a representative from the PB team will speak for approximately 10-15 minutes to provide an overview.

The PB team will plan and facilitate one Safe Routes to School Open House for students, parents, teachers, PTO members, community partners, and neighbors, to be held after recommendations are finalized. The Open House will introduce the Safe Routes to School program and provide various information stations. The PB team will develop all materials for the Open House and work with the school to publicize the event. PB will meet with the client to plan logistics and discuss expectations.

Task 3. Gather Information & Identify Issues

Based on input received from the Steering Committee, the PB team will identify up to three key intersections for detailed evaluation. At each of the intersections, turning movement counts will be obtained or conducted during the morning and afternoon hours when pedestrian volumes have the highest potential and crash data will be obtained and reviewed; special attention will be paid to pedestrian-related crashes.

The PB team will map addresses for all incoming and current students at Oak Trace Elementary School (information to be provided by client), within a 1-mile radius of the school, using GIS software. Student residences will be shown on top of available GIS layers (sidewalk, edge of pavement, right-of-way, etc) obtained from the City of Westfield. Based on the location of existing sidewalk, and the location of safe crossings, preferred walking/biking routes will be identified for as many students as possible. Where safe routes do not already exist, the PB Team will identify the infrastructure improvements that are needed to provide safe routes. Items including presence and condition of sidewalks, adjacent traffic speed and volume, and presence of marked or controlled crossings will be reviewed as a means of assessing a route's safety. The PB team will then conduct a walk-about and/or bike-about along up to five (5) of the preferred routes with the highest potential for attracting walkers and bicyclists. Infrastructure along each of these routes will be evaluated, including existing sidewalks, crosswalks, stop control, signage, lighting and pavement condition.

The PB team will review existing pick-up/drop-off policies and observe pick-up/drop-off during an average weekday. Photographs will be taken, and observations will be documented. Observations will be focused on existing behaviors, possible conflict points, and areas for improvement. Parent/student comments will also be recorded. Special attention will be given to how existing procedures impact walkers and bikers.

Task 4. Identify Recommendations

The PB team will develop recommendations to address the identified issues, including education, encouragement, engineering and enforcement strategies. Potential recommendations could include the construction or improvement of sidewalks, installation of traffic calming measures, crossing guards, training programs, special events, expansion or development of walking school buses or bicycle trains, etc. Where appropriate, the school will be asked to implement policies which will support the recommendations and encourage their continuous use and evaluation. The PB team is committed to identifying solutions that consider the full-range of impacts, including budgetary, community, environmental, and traffic. Proposed solutions will

be reasonable and implementable. Recommendations will be refined and vetted with input from the Steering Committee.

The PB team will assign priorities to each recommendation using the categories of long-term, mid-term, or short-term, depending on the perceived level of need and opportunity for success. Prioritization will additionally take into consideration funding availability, staff resources, and local support. Low-cost, high-impact solutions will be identified for immediate implementation in order to build excitement and momentum for the program.

Task 5. Deliverables

The final deliverable will be a written report detailing the process, findings, and recommendations of the project and each of the steps listed above. Detailed appendices will provide technical data, infrastructure report summaries, and resources for implementing key programs. It is intended that the final document will become a guide for full implementation of the SRTS program.

Task 6. Facilitate Implementation

Implementation tasks shall be determined after development of the final plan recommendations. The PB team can assist the school in the initial implementation of recommendations (coordinating Walk to School Day, preparing educational materials, etc). Exact activities will be determined through negotiation and mutual agreement. Up to 40 hours of implementation support will be provided by the PB team.

Excluded items:

- The PB team will provide all deliverables and interim written materials in PDF format. The client will be responsible for all copying and document distribution expenses.
- To the extent that the client would like to provide food at any of the SRTS meetings, that expense will not be incurred by the project.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

- A list of parents and community members who have expressed interest in participating in the planning process.
- Addresses for all incoming and current students at Oak Trace Elementary School, for the purposes of developing a Preferred Routes Map. Names need not be associated with the provided information.
- Distribution of all written communications to the faculty, students, or parents related to this project unless specifically noted otherwise in the above scope.
- Accommodations/space for all meetings and open houses.
- The following GIS data layers, if available:
 - Average Daily Traffic
 - Bicycle Amenities
 - Bicycle Lanes
 - Bicycle LOS
 - Pedestrian Facilities
 - Parks
 - Street centerlines
 - Sidewalks
 - Walkability Analysis
 - Bicycle/Pedestrian Crashes
 - Community points of interest (libraries, parks, etc)
 - Population Density
 - Traffic signal locations
 - Stop sign locations
 - Available crime data (mapped police reports or 911 calls)

APPENDIX "C"

SCHEDULE:

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

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

Task 1 – Project Set-Up and Ongoing Management

Project set-up will be completed within two (2) weeks of receiving Notice to Proceed from the City of Westfield. Management activities will be ongoing throughout the course of the project.

Task 2 – Stakeholder Involvement

This task will be ongoing throughout the course of the project.

Task 3 – Gather Information and Identify Issues

This task will begin within one (1) week of receiving Notice to Proceed from the City of Westfield. This task will be completed within four (4) weeks of receiving completed parent/student survey results from the school.

Task 4 – Identify Recommendations

This task will be completed within four (4) weeks of completing Task 3.

Task 5 – Deliverables

This task will be completed within four (4) weeks of receiving feedback from the City of Westfield on Task 4.

Task 6 – Facilitate Implementation

This task will be completed at the client's request and within a mutually agreeable timeframe.

APPENDIX "D"
COMPENSATION

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the satisfactory performance of the work performed under this Agreement a firm fixed price lump sum of \$73,000 which shall not be increased unless a modification of this Agreement is approved in writing by the LOCAL PUBLIC AGENCY and the Indiana Department of Transportation.

B. Method of Payment

1. The CONSULTANT shall submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the LOCAL PUBLIC AGENCY. The invoice voucher shall represent the value, to the LOCAL PUBLIC AGENCY, of the partially completed work as of the date of the voucher. The CONSULTANT shall attach thereto a summary of each Task, percentage completed, and prior payments.
2. The LOCAL PUBLIC AGENCY, for and in consideration of the rendering of the professional services provided for Appendix A, agrees to pay the CONSULTANT for rendering such services the fees established above in the following manner:
 - i. For completed work, and upon receipt of invoices from the CONSULTANT and approval thereof by the LOCAL PUBLIC AGENCY but in no event later than 30 days after receipt of said invoices, payments covering the work performed shall be due and payable to the CONSULTANT. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.
3. In the event of a substantial change in the scope, character, or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with Item 6 (Changes in Work) of the General Provisions set out in this Agreement.



**City of Westfield Fire Department
Board of Public Works & Safety Report
June 1st – June 30th, 2014**

**Contact: Fire Chief
Joe Lyons
or Nikki Hartman
804-3304**

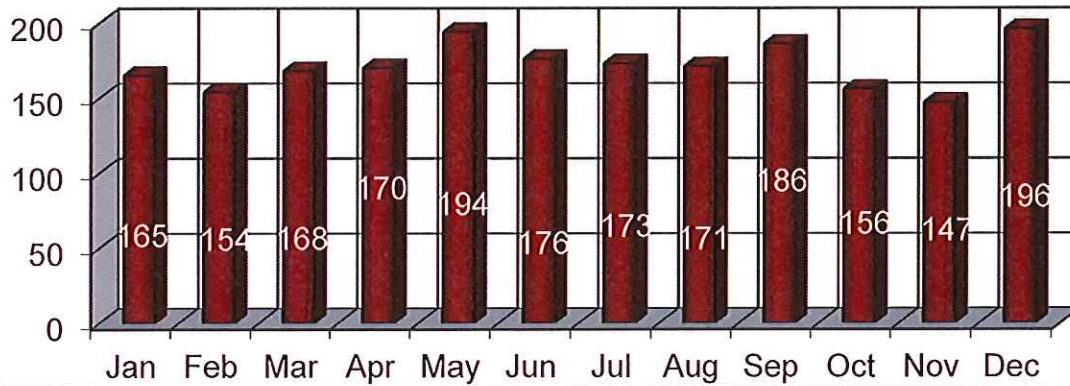


Westfield Fire Department 2014 Incident Statistics By Fire / Medical Groups

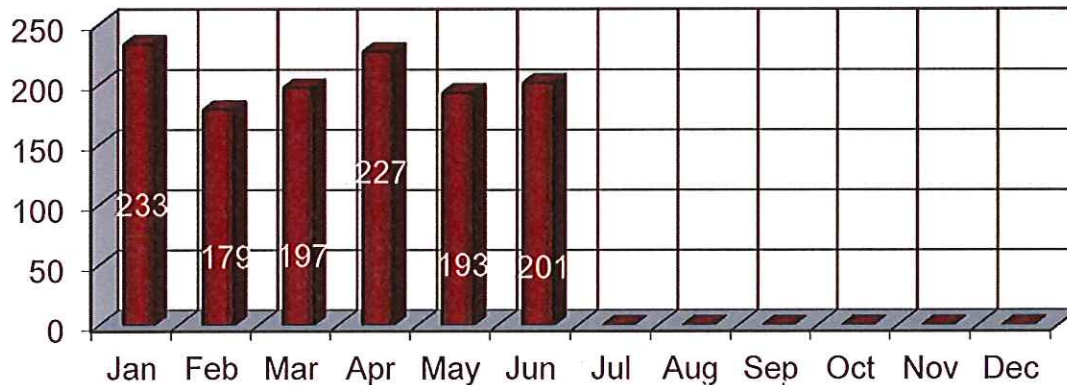


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Total WFD Fire Incidents	130	86	88	119	107	100							630	51.2%
Total WFD Medical Incidents	103	93	109	108	86	101							600	48.8%
Total WWFD Incidents	233	179	197	227	193	201	0	0	0	0	0	0	1230	100%

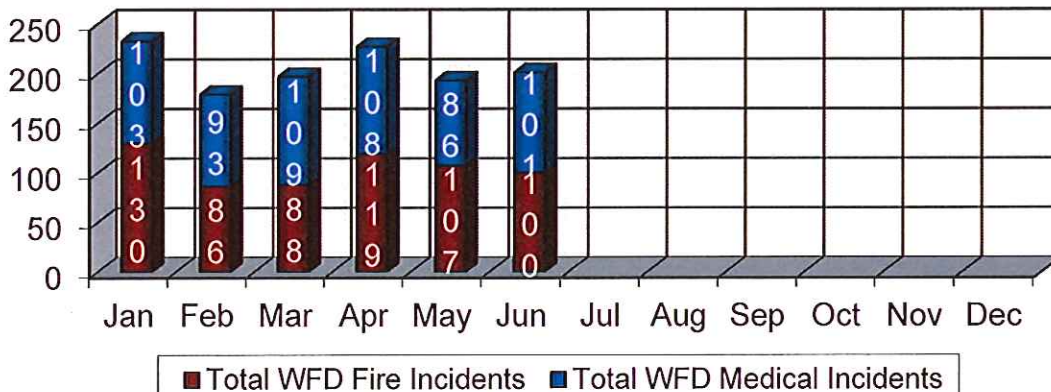
Westfield Fire Department
2013 Total Incidents



Westfield Fire Department
2014 Total Incidents



Westfield Fire Department
2014 Incidents by Fire/Medical



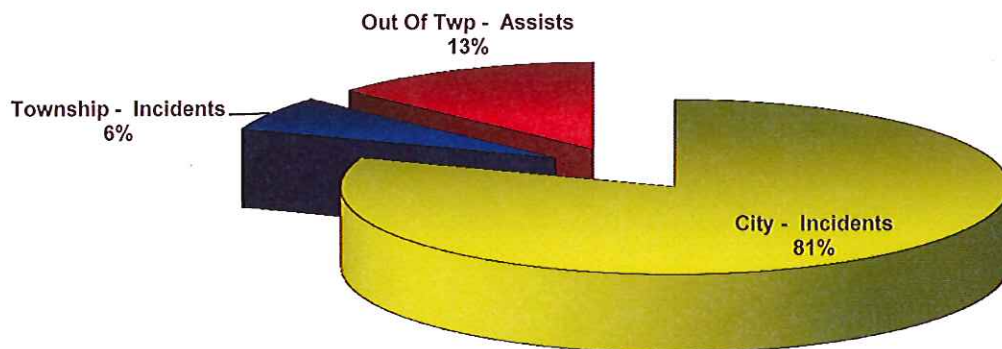


**Westfield Fire Department
2014 Fire/Medical Incidents
By Governmental Area**



2014 Incidents	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
City - Incidents	192	149	160	179	147	164							991	80.6%
Township - Incidents	9	10	13	16	17	13							78	6.3%
Out Of Twp - Assists	32	20	24	32	29	24							161	13.1%

**Westfield Fire Department
2014 Incidents by Governmental Areas**



City - Incidents
 Township - Incidents
 Out Of Twp - Assists



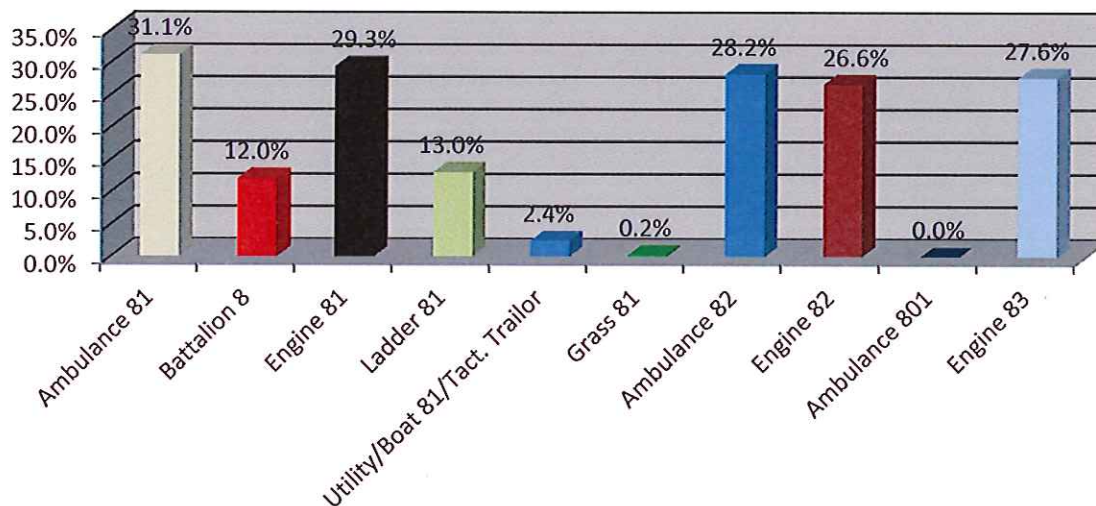
Westfield Fire Department **2014 Total Apparatus Responses** **By Unit & Station**



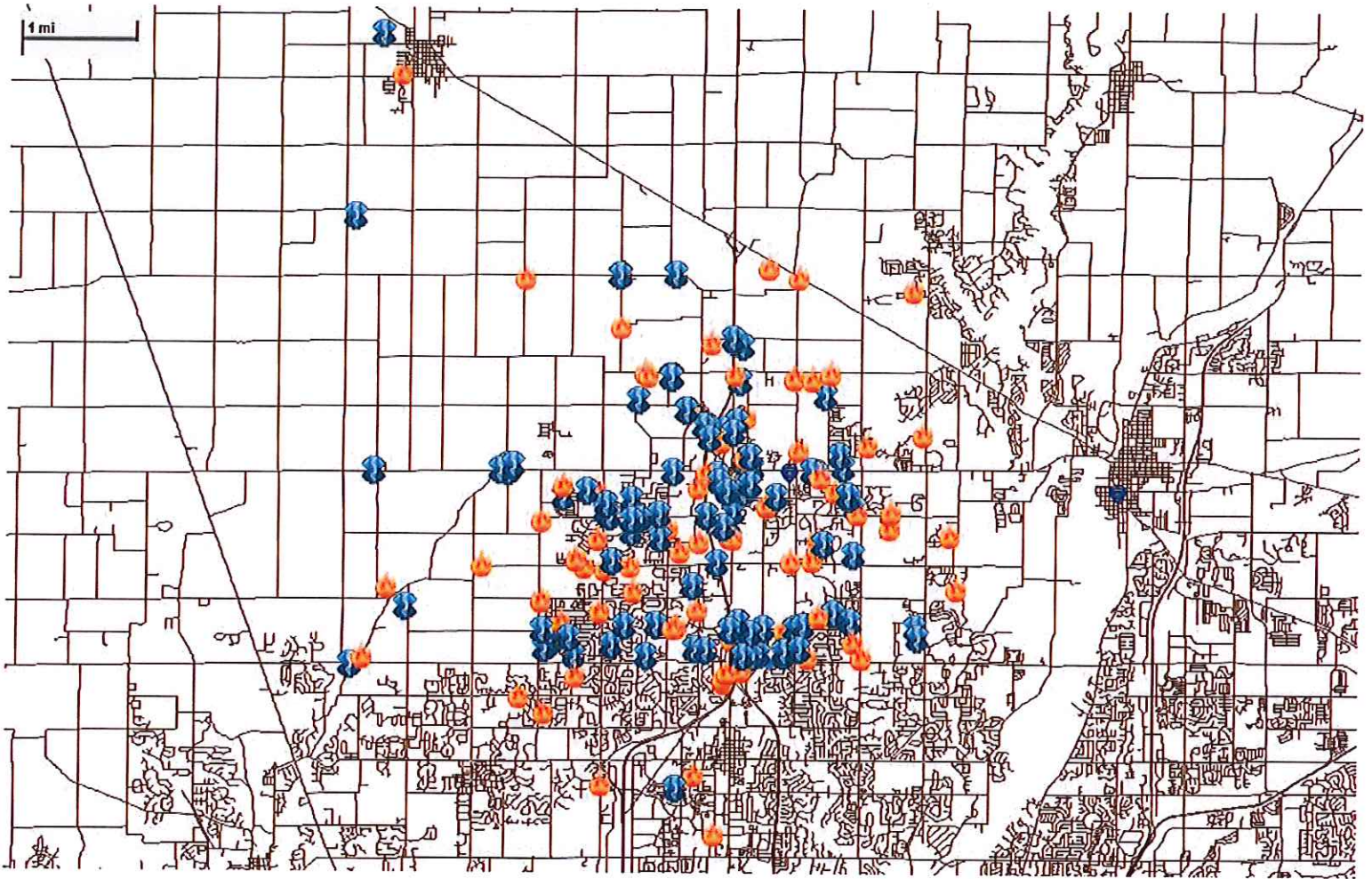
<u>Station 81 Responses</u>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
Ambulance 81	62	61	57	75	63	65							383	31.1%
Battalion 8	35	25	17	30	24	17							148	12.0%
Engine 81	72	52	45	76	56	60							361	29.3%
Ladder 81	36	22	15	33	29	25							160	13.0%
Utility/Boat 81/Tact. Trailor	20	3	4	2	1	-							30	2.4%
Grass 81	0	-			3	-							3	0.2%

<u>Station 82 Responses</u>	Jan	Feb	March	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
Ambulance 82	59	59	66	60	48	55							347	28.2%
Engine 82	58	56	60	56	47	50							327	26.6%
Ambulance 801	0	-	-		-	-							0	0.0%
<u>Station 83 Responses</u>													Totals	%
Engine 83	68	59	53	60	48	52							340	27.6%

Westfield Fire Department **2014 Total Apparatus Responses**



FIRE AND MEDICAL RUNS FOR THE MONTH OF JUNE



Westfield Fire Department

Kristen Custom Report

Alarm Date Between {06/01/2014} And {06/30/2014}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	1	0.49%	\$8,000	80.80%
112 Fires in structure other than in a building	1	0.49%	\$200	2.02%
131 Passenger vehicle fire	1	0.49%	\$1,700	17.17%
140 Natural vegetation fire, Other	2	0.99%	\$0	0.00%
150 Outside rubbish fire, Other	1	0.49%	\$0	0.00%
151 Outside rubbish, trash or waste fire	1	0.49%	\$0	0.00%
162 Outside equipment fire	1	0.49%	\$0	0.00%
173 Cultivated trees or nursery stock fire	1	0.49%	\$0	0.00%
	<u>9</u>	<u>4.47%</u>	<u>\$9,900</u>	<u>100.00%</u>
3 Rescue & Emergency Medical Service Incident				
320 Emergency medical service, other	14	6.96%	\$0	0.00%
321 EMS call, excluding vehicle accident with	85	42.28%	\$0	0.00%
322 Motor vehicle accident with injuries	6	2.98%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	2	0.99%	\$0	0.00%
331 Lock-in (if lock out , use 511)	1	0.49%	\$0	0.00%
	<u>108</u>	<u>53.73%</u>	<u>\$0</u>	<u>0.00%</u>
4 Hazardous Condition (No Fire)				
411 Gasoline or other flammable liquid spill	1	0.49%	\$0	0.00%
412 Gas leak (natural gas or LPG)	4	1.99%	\$0	0.00%
440 Electrical wiring/equipment problem, Other	3	1.49%	\$0	0.00%
444 Power line down	7	3.48%	\$0	0.00%
445 Arcing, shorted electrical equipment	2	0.99%	\$0	0.00%
463 Vehicle accident, general cleanup	2	0.99%	\$0	0.00%
481 Attempt to burn	1	0.49%	\$0	0.00%
	<u>20</u>	<u>9.95%</u>	<u>\$0</u>	<u>0.00%</u>
5 Service Call				
500 Service Call, other	2	0.99%	\$0	0.00%
531 Smoke or odor removal	1	0.49%	\$0	0.00%
542 Animal rescue	1	0.49%	\$0	0.00%
550 Public service assistance, Other	1	0.49%	\$0	0.00%
551 Assist police or other governmental agency	13	6.46%	\$0	0.00%
553 Public service	2	0.99%	\$0	0.00%
554 Assist invalid	6	2.98%	\$0	0.00%
	<u>26</u>	<u>12.93%</u>	<u>\$0</u>	<u>0.00%</u>

Westfield Fire Department

Kristen Custom Report

Alarm Date Between {06/01/2014} And {06/30/2014}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
6 Good Intent Call				
600 Good intent call, Other	2	0.99%	\$0	0.00%
611 Dispatched & cancelled en route	15	7.46%	\$0	0.00%
622 No Incident found on arrival at dispatch	2	0.99%	\$0	0.00%
631 Authorized controlled burning	1	0.49%	\$0	0.00%
	<u>20</u>	<u>9.95%</u>	<u>\$0</u>	<u>0.00%</u>
7 False Alarm & False Call				
700 False alarm or false call, Other	6	2.98%	\$0	0.00%
733 Smoke detector activation due to	1	0.49%	\$0	0.00%
735 Alarm system sounded due to malfunction	1	0.49%	\$0	0.00%
740 Unintentional transmission of alarm, Other	2	0.99%	\$0	0.00%
743 Smoke detector activation, no fire -	1	0.49%	\$0	0.00%
745 Alarm system activation, no fire -	3	1.49%	\$0	0.00%
746 Carbon monoxide detector activation, no CO	1	0.49%	\$0	0.00%
	<u>15</u>	<u>7.46%</u>	<u>\$0</u>	<u>0.00%</u>
8 Severe Weather & Natural Disaster				
800 Severe weather or natural disaster, Other	1	0.49%	\$0	0.00%
814 Lightning strike (no fire)	2	0.99%	\$0	0.00%
	<u>3</u>	<u>1.49%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 201

Total Est Loss:

\$9,900



Mayor
Andy Cook

City Council
Jim Ake
John Dippel
Steve Hoover
Robert L. Horkay
Robert J. Smith
Cindy L. Spoljaric
Rob Stokes

Clerk Treasurer
Cindy J. Gossard

Parks and Recreation

(317) 804-3184 admin office
(317) 804-3190 fax

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

To: Westfield Board of Works

From: Melody Jones

CC: Todd Burtron

Date: July 31, 2014

RE: Parks Department Report for July 2014

Dear Board Members:

We would like to think that July is all about Westfield Rocks the 4th. However, most of the work for Westfield Rocks the 4th is done by the time Independence Day rolls around. July is more about gearing up for the coming events and progressing through stages of our current projects.

Internships: Our Urban Forestry Intern Colin is working his way east on the Midland, following his completion of the Monon, and has inventoried over 5,500 trees. Melody Tincknell, our Special Events and Programming Intern is developing sustainable programs that utilize both indoor and outdoor space throughout the year. Both Colin and Melody have been integral in assisting with day-to-day functionality, planning and development for the future.

Maintenance Division: Maintenance has hired Corey Harris, a temporary laborer. He has been outstanding in his aid of Chris and Scott with tree work and event logistics. At the end of June, the Tot Lot playground was successfully installed at Simon Moon Park. Additionally, all playground mulch has been replaced and all Parks Department trails have been trimmed.

Programming: The second summer of programming is beginning to wind down. With the addition of summer camps and more focused classes. Brittany Goger has increased revenue for the month of July by over 400%. The next Grand Guide has nearly gone to print, and will be hitting mailboxes soon.

Special Events: Westfield Rocks the 4th is considered to be the best to date by the Parks and Recreation Department. Approximately 20,000 residents and visitors came to the car show and festival to listen to music, eat and watch the fireworks. The department cannot thank enough all those who played a part in the planning and execution of Westfield's largest event. Although the biggest event is over, the year continues. Race Across Hamilton County and Voices from the Past are quickly approaching.

Finally, several land acquisitions have been finalized for Grand Junction. The department hopes to have the space cleared soon, in order to introduce the area at the Grand Junction Derby.

Parks and Recreation

(317) 804-3150 office
(317) 804-3190 fax

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

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

June 2014

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WESTFIELD POLICE DEPARTMENT

June 2014

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

Abduction/ Kidnapping	0
Abuse/ Abandonment/Neglect	3
Admin- K-9 Detail	1
Admin- Log Information	0
Admin-Public Relations	5
Admin- Special Detail	0
Admin- Test Calls	0
Admin- Tow Release	3
Admin- Warning Correction	0
Alarm- Bank	1
Alarm- Business	59
Alarm- Residence	97
Animal- Complaints	46
Assault- Battery	12
Assault- Sexual	0
Assist- Fire Incident	8
Assist- Medical Incident	10
Assist- Other Agencies	32
Bomb Found/ Suspicious Pkg	7
Burglary/ Home Invasion	7
Damage/ Vandalism/ Mischief	13
Deceased- All Others	2
Disturbance- Fireworks Cmplt	7
Disturbance- Loud Party	2
Disturbance- Noise Complaint	15
Disturbance- Nuisance	0
Disturbance- Physical (fight)	0
Disturbance- Verbal	10
Domestic Disturbance	19
Drugs- Complaint	8
Fraud- Criminal Deception	3
Fraud- Forgery	4
Fraud- Prescription	0
Harassment/ Stalking/ Threat	21
Indecency / Lewdness	3
Intoxicated- Possible DUI	9
Mental/ Emotional	13
Miscellaneous	15

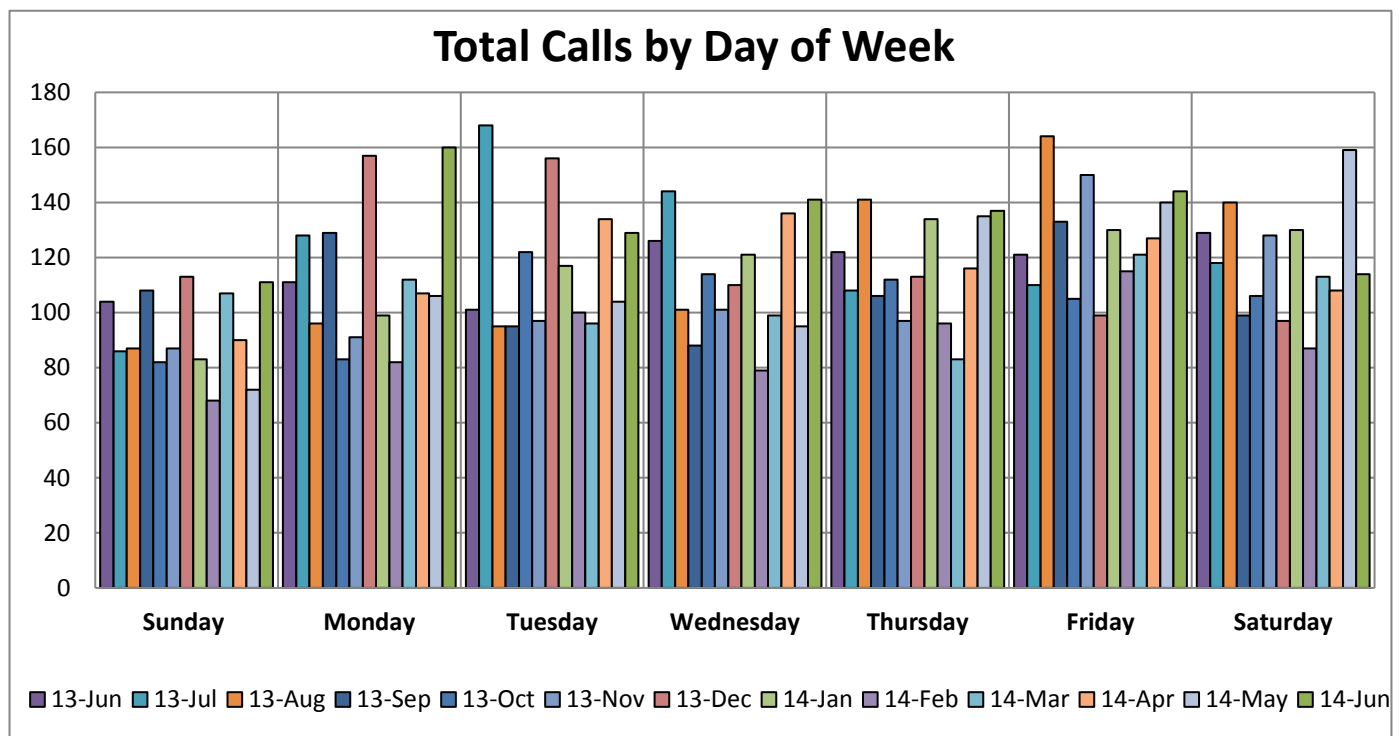
Person-Missing	2
Persons- Runaway	0
Robbery-Carjacking	0
Service Call- 9-1-1 Hang Up	9
Service Call- Damage to Property	10
Service Call- Found Property	15
Service Call- Keep the Peace	38
Service Call- Lost Property	4
Service Call- Notification	1
Service Call- Security Check	2
Service Call- Vehicle Lockout	50
Service Call- Vin Check	41
Service Call- Welfare Check	42
Suicidal- Attempted	0
Suicidal- Persons Threatening	1
Supplemental- Case Follow Up	43
Suspicious- Noises	5
Suspicious- Open Door/ Window	2
Suspicious- Person/Prowler	32
Suspicious- Solicitor	13
Suspicious- Vehicle	19
Theft- From a Vehicle	2
Theft- Of a Vehicle	3
Theft- Others	25
Theft- Shoplifting	7
Trespassing/ Unwanted Person	2
Trfc Complaint - Abandoned Veh	4
Trfc Complaint- Driving Issues	29
Trfc Complaint- Parking Issues	8
Trfc Hazard- Debris in Road	17
Trfc Hazard- Disabled Vehicle	15
Trfc Hazard- Trfc Signal Out	4
Trnsprtn Acdnt- MV Hit & Run	5
Trnsprtn Acdnt- MV Prop Damg	46
Trnsprtn Acdnt- MV Prsnl Inj	8
Wanted- Warrant Service	0
Weapons- Person Carrying	1
Weapons- Shot Fired	0

WESTFIELD POLICE DEPARTMENT

June 2014

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

DAY	13-Jun	13-Jul	13-Aug	13-Sep	13-Oct	13-Nov	13-Dec	14-Jan	14-Feb	14-Mar	14-Apr	14-May	14-Jun
Sunday	104	86	87	108	82	87	113	83	68	107	90	72	111
Monday	111	128	96	129	83	91	157	99	82	112	107	106	160
Tuesday	101	168	95	95	122	97	156	117	100	96	134	104	129
Wednesday	126	144	101	88	114	101	110	121	79	99	136	95	141
Thursday	122	108	141	106	112	97	113	134	96	83	116	135	137
Friday	121	110	164	133	105	150	99	130	115	121	127	140	144
Saturday	129	118	140	99	106	128	97	130	87	113	108	159	114
TOTAL	814	862	824	758	724	751	845	814	627	731	818	811	936



WESTFIELD POLICE DEPARTMENT

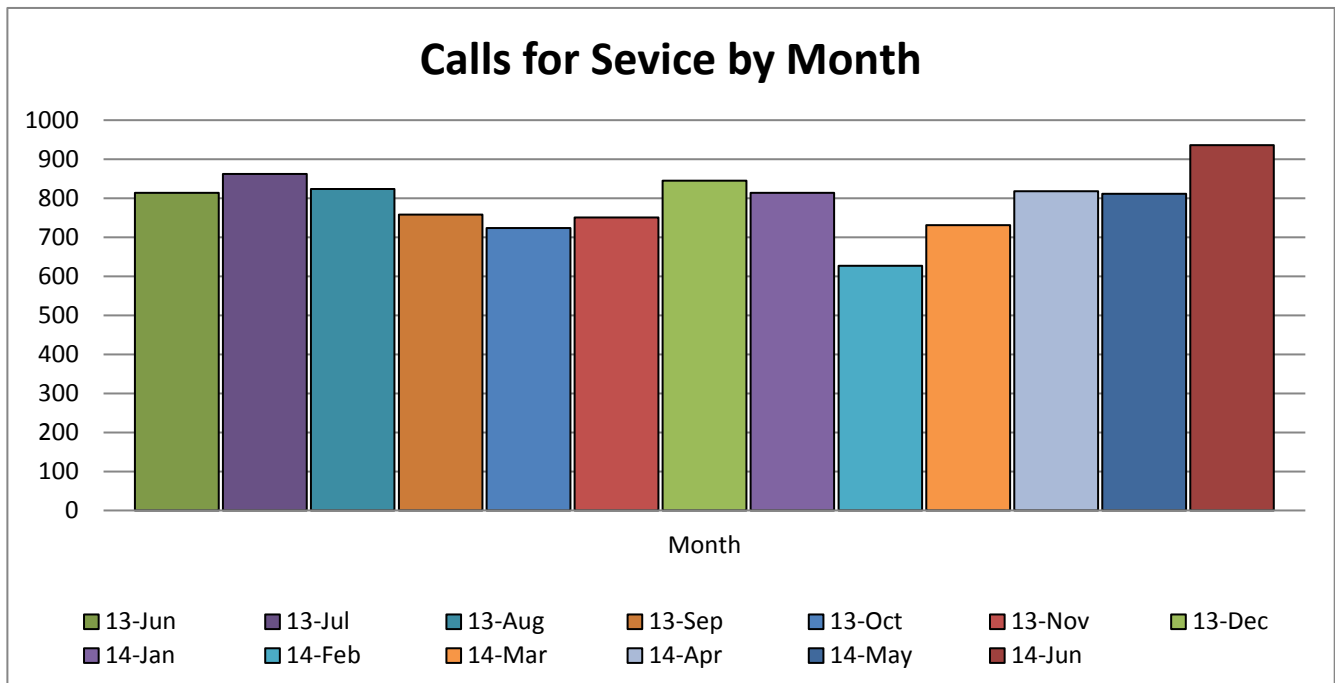
June 2014

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

HOURL	13-Jun	13-Jul	13-Aug	13-Sep	13-Oct	13-Nov	13-Dec	14-Jan	14-Feb	14-Mar	14-Apr	14-May	14-Jun
0	26	31	17	16	25	13	30	17	17	12	20	23	32
1	21	24	18	12	12	12	15	16	11	16	9	13	23
2	10	15	7	15	8	9	20	7	10	7	12	7	11
3	12	11	8	8	9	15	10	6	9	6	16	17	7
4	7	11	4	5	5	8	6	16	6	7	10	7	8
5	8	10	9	10	9	10	6	8	9	7	10	7	17
6	18	12	16	9	14	11	16	20	13	13	13	12	19
7	17	21	27	31	25	23	31	35	25	26	23	23	28
8	34	30	39	40	23	34	25	34	33	32	35	36	45
9	40	33	41	39	31	38	47	37	33	32	42	30	43
10	32	33	37	37	32	29	41	40	32	35	38	58	45
11	43	40	43	42	53	48	41	39	32	34	52	47	47
12	35	49	46	43	42	36	52	50	45	42	47	44	56
13	61	58	50	46	34	46	44	41	35	50	44	61	52
14	39	58	51	48	55	52	65	60	39	41	52	43	48
15	50	50	42	43	55	50	60	60	34	57	54	55	61
16	42	46	48	35	44	52	58	51	37	52	70	53	61
17	52	51	65	50	46	49	52	59	45	55	57	53	73
18	44	52	45	46	43	47	57	53	33	51	64	35	42
19	54	51	47	51	44	50	36	44	32	43	37	33	51
20	34	45	45	37	30	35	40	36	30	30	29	37	45
21	47	46	46	40	34	28	40	32	23	36	41	47	42
22	57	56	34	28	30	24	33	30	23	22	25	46	49
23	31	29	39	27	21	32	20	23	21	25	18	24	31
TOTAL	814	862	824	758	724	751	845	814	627	731	818	811	936

WESTFIELD POLICE DEPARTMENT

June 2014



WESTFIELD POLICE DEPARTMENT

June 2014

UCR OFFENSES

OFFENSE	13-Jun	13-Jul	13-Aug	13-Sep	13-Oct	13-Nov	13-Dec	14-Jan	14-Feb	14-Mar	14-Apr	14-May	14-Jun
Arson	1	0	0	0	0	0	0	0	0	0	0	0	1
Homicide	0	0	0	0	0	0	2	0	0	0	0	0	0
Rape	1	0	0	0	0	0	0	0	0	0	1	0	0
Robbery	0	0	1	0	0	0	1	1	0	0	1	0	0
Assault (all)	12	12	13	14	7	15	15	10	10	7	13	16	18
Burglary	7	9	1	4	5	4	8	5	2	1	2	2	3
Theft	24	53	40	41	32	41	34	31	16	27	31	29	33
Motor Vehicle Theft	0	0	1	0	1	1	2	1	1	1	1	0	0
TOTAL	45	74	56	59	45	61	62	48	29	36	49	47	55

WESTFIELD POLICE DEPARTMENT

June 2014

NON UCR OFFENSES

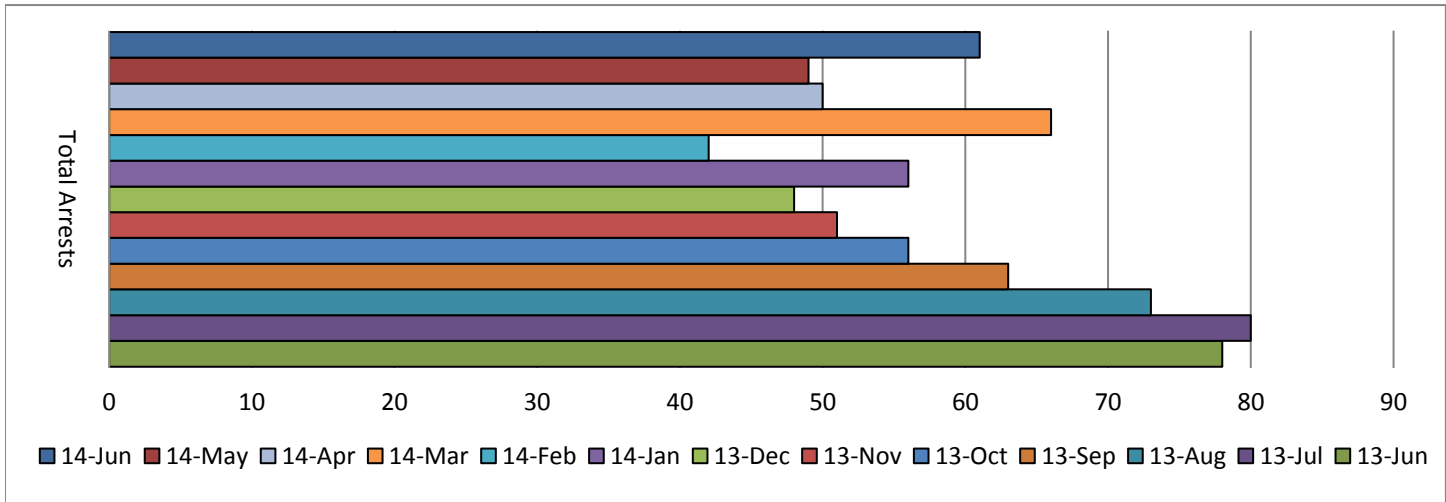
ALARMS	0
ANIMALS/ INCLUDING DOG BITES	3
ASSIST OTHER AGENCY	12
CHECK DECEPTION	0
CHILD ABUSE REPORTED	4
CHILD CUSTODY DISPUTE	3
CHILD NEGLECT REPORTED	6
CIVIL DISPUTE	8
CRIMINAL CONFINEMENT	0
CRIMINAL MISCHIEF/VANDALISM	10
CRIMINAL RECKLESSNESS	0
DAMAGED PROPERTY	9
DEATHS OTHER THAN HOMICIDE/SUICIDE	3
DISORDERLY CONDUCT	1
DISTURBANCE/ARGUMENTS/FIGHTS	12
DOMESTIC DISTURBANCE	8
DRIVING WHILE SUSPENDED	28
DRUG ABUSE VIOLATIONS	9
FALSE INFORMING OR REPORTING	0
FORGERY/COUNTERFEITING	1
FRAUD	9
HARASSMENT	5
INCORRIGIBILITY	2
INTERFERENCE WITH REPORTING A CRIME	1
INVASION OF PRIVACY	0
JUVENILE COMPLAINT	8

LEAVING THE SCENE/HIT AND RUN	7
LIQUOR LAW VIOLATIONS	2
LOSS OF PROPERTY	3
MENTAL PERSON/DEMENTED	3
MISSING PERSON/LOST	1
OPERATING WHILE INTOXICATED	8
OPERATOR NEVER LICENSED	10
POSSESSION OF MARIJUANA	5
PROPERTY FOUND	12
PUBLIC INTOXICATION	1
RECKLESS DRIVING	0
RESIDENTIAL ENTRY	2
RESISTING LAW ENFORCEMENT	0
RUNAWAY	0
SOLICITING	1
STALKING	1
SUICIDE/ATTEMPTS/THREATS OF	2
SUSPICIOUS INCIDENT/PERSON	15
THREATS/INTIMIDATION	7
TRAFFIC ACCIDENTS	3
TRAFFIC VIOLATIONS	41
TRESPASSING	2
UNLAWFUL ENTRY OF A VEHICLE	0
VIOLATION OF RESTRAINING ORDER	0
WEAPON VIOLATION	0
WELFARE CHECK	10

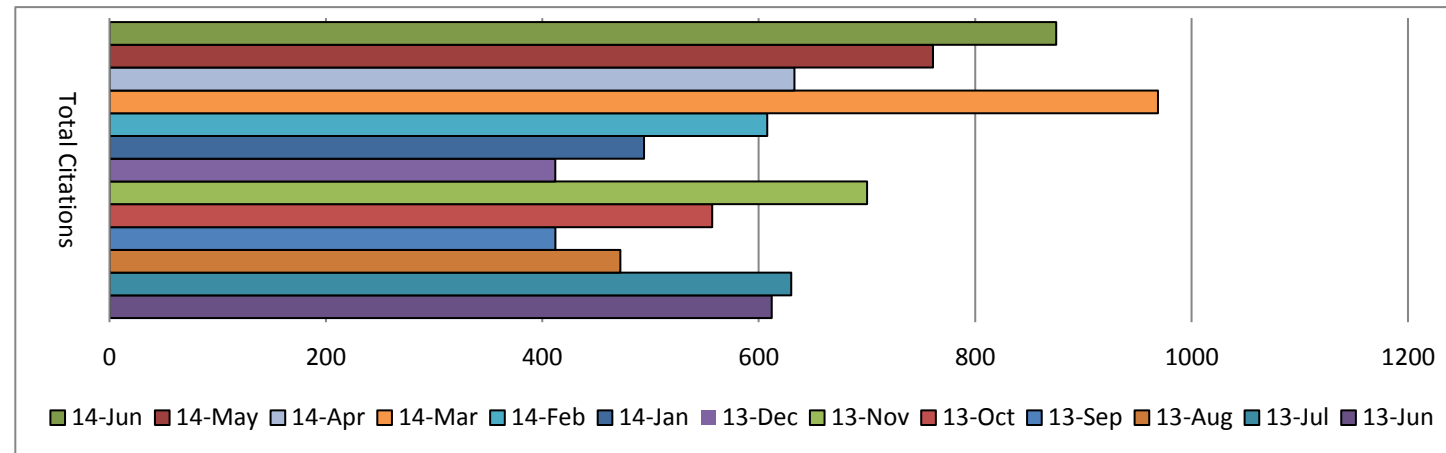
WESTFIELD POLICE DEPARTMENT

June 2014

Arrest Reports Taken	13-Jun	13-Jul	13-Aug	13-Sep	13-Oct	13-Nov	13-Dec	14-Jan	14-Feb	14-Mar	14-Apr	14-May	14-Jun
Alcohol/ Drug Related	38	28	33	28	27	13	24	16	15	27	21	14	15
Felony Charges	17	25	12	25	6	15	14	11	9	17	15	12	6
Misdemeanor Charges	92	91	104	74	74	57	55	59	48	78	65	57	70
Traffic Arrest Charges	48	57	73	47	48	37	33	39	33	51	40	29	52
Total Arrests	78	80	73	63	56	51	48	56	42	66	50	49	61



Traffic	13-Jun	13-Jul	13-Aug	13-Sep	13-Oct	13-Nov	13-Dec	14-Jan	14-Feb	14-Mar	14-Apr	14-May	14-Jun
Total Citations	612	630	472	412	557	700	412	494	608	969	633	761	875
<i>Bike Patrol</i>	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Written Warnings	1053	1414	1375	1232	1183	1048	723	604	753	1052	790	793	801
<i>Bike Patrol</i>	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Traffic Accidents	38	51	54	64	46	54	49	70	56	41	53	35	46
<i>Hit and Run</i>	4	4	8	4	1	9	5	3	5	0	9	4	5
<i>Personal Injury</i>	5	8	10	10	11	6	5	10	8	4	7	3	9
<i>*Fatality</i>	0	0	0	0	0	0	0	0	1	0	0	0	0
<i>Property Damage</i>	29	39	36	50	34	39	39	57	42	37	37	28	32

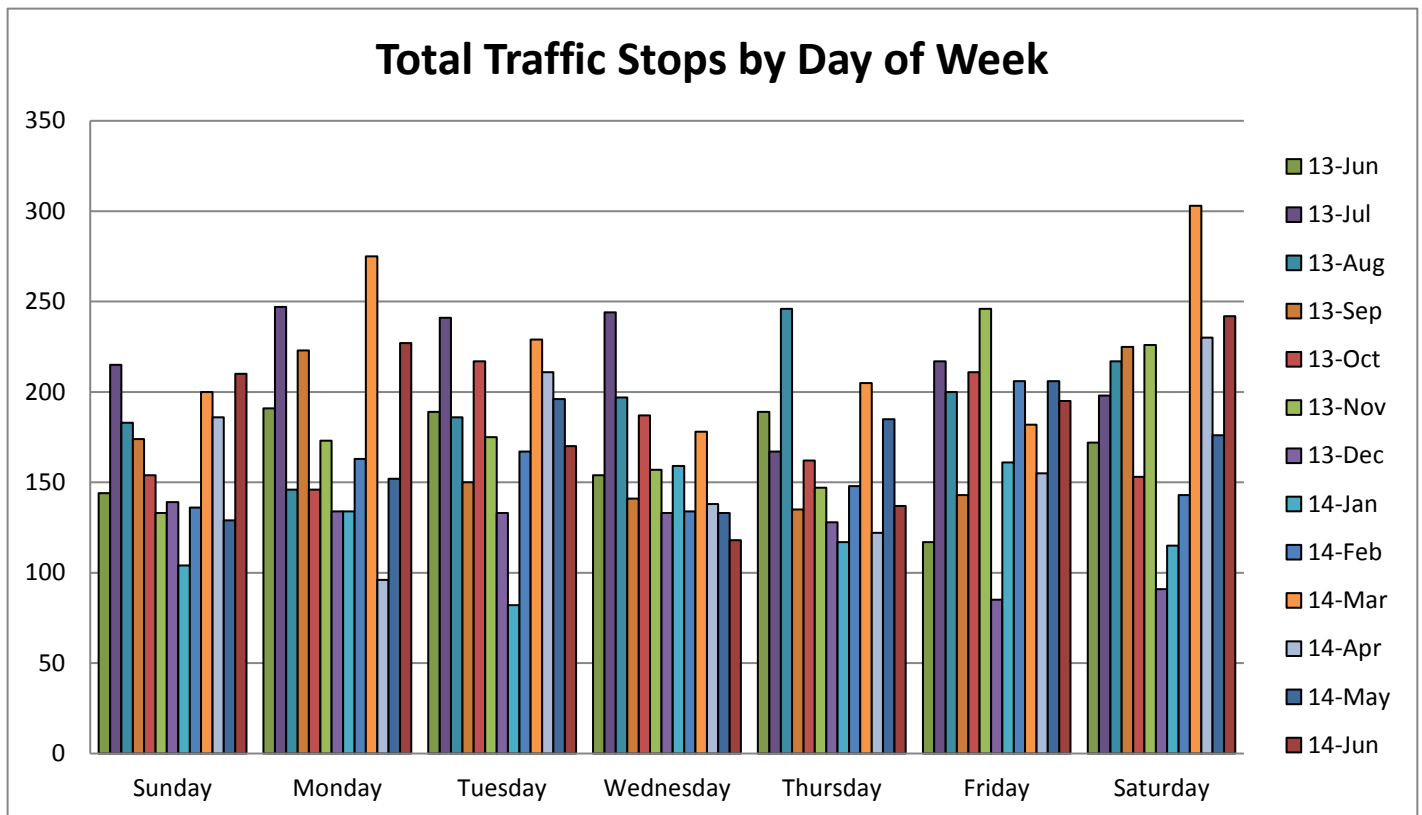


WESTFIELD POLICE DEPARTMENT

June 2014

Traffic Stops: SELF INITIATED by Day of Week

Day:	13-Jun	13-Jul	13-Aug	13-Sep	13-Oct	13-Nov	13-Dec	14-Jan	14-Feb	14-Mar	14-Apr	14-May	14-Jun
Sunday	144	215	183	174	154	133	139	104	136	200	186	129	210
Monday	191	247	146	223	146	173	134	134	163	275	96	152	227
Tuesday	189	241	186	150	217	175	133	82	167	229	211	196	170
Wednesday	154	244	197	141	187	157	133	159	134	178	138	133	118
Thursday	189	167	246	135	162	147	128	117	148	205	122	185	137
Friday	117	217	200	143	211	246	85	161	206	182	155	206	195
Saturday	172	198	217	225	153	226	91	115	143	303	230	176	242
TOTAL	1156	1529	1375	1191	1230	1257	843	872	1097	1572	1138	1177	1299



WESTFIELD POLICE DEPARTMENT

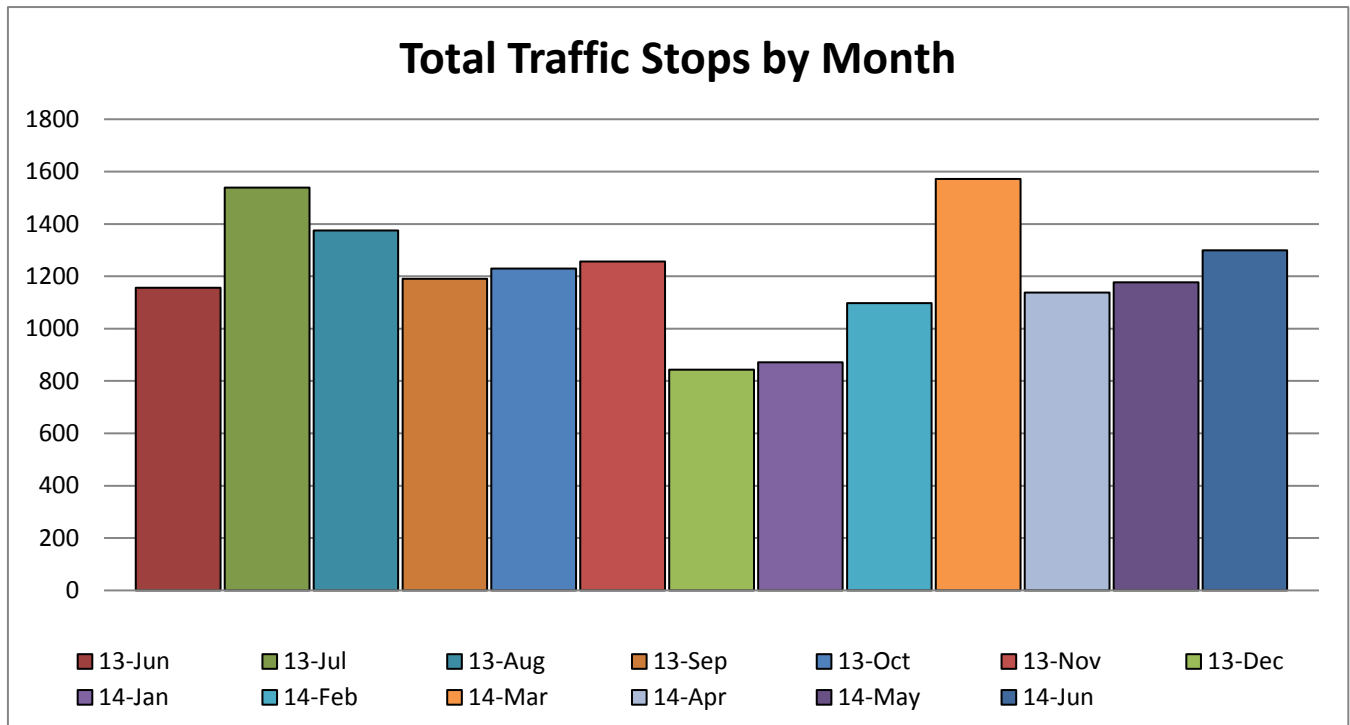
June 2014

Traffic Stops: SELF INITIATED by Hour of Day

Hour:	13-Jun	13-Jul	13-Aug	13-Sep	13-Oct	13-Nov	13-Dec	14-Jan	14-Feb	14-Mar	14-Apr	14-May	14-Jun
0	45	74	93	65	76	73	51	37	34	63	38	46	56
1	42	84	50	45	57	53	31	27	28	48	43	33	47
2	14	44	35	30	25	21	11	8	9	18	16	10	22
3	10	14	24	13	9	12	6	4	5	8	4	17	9
4	10	26	23	12	14	12	11	3	7	21	15	14	10
5	16	47	27	16	15	29	18	7	20	21	8	22	13
6	28	49	29	16	10	13	6	8	12	16	13	18	18
7	101	190	111	95	71	79	45	58	77	92	84	78	77
8	92	70	70	77	75	93	56	66	75	82	65	65	106
9	59	60	47	54	69	94	56	71	68	110	82	99	98
10	65	80	63	44	66	80	41	65	79	111	72	92	92
11	50	32	25	25	43	30	16	35	39	39	43	42	56
12	50	35	35	27	28	34	13	29	35	83	45	65	71
13	69	45	44	31	50	62	28	36	78	119	71	69	77
14	56	29	62	42	59	58	27	66	73	79	80	68	78
15	41	49	40	56	40	49	24	60	67	92	54	55	79
16	50	33	20	21	21	32	13	27	40	75	29	44	55
17	19	29	28	29	20	24	17	20	24	59	35	31	23
18	32	66	63	57	32	30	30	17	28	44	25	37	25
19	95	152	125	132	141	106	91	63	77	120	93	97	77
20	41	77	65	63	49	40	41	52	47	54	56	48	48
21	47	66	86	57	65	52	52	29	45	58	37	31	45
22	59	85	99	92	92	97	77	42	65	76	72	44	49
23	65	103	111	92	103	84	82	42	65	84	58	52	68
TOTAL	1156	1539	1375	1191	1230	1257	843	872	1097	1572	1138	1177	1299

WESTFIELD POLICE DEPARTMENT

June 2014



**Westfield Police Department
Community Events
June 2014**

6/7 City Bike Rodeo – Officers Griffin, Wheeler and Larrison

6/10 Fallen Officer Blood Drive

6/12 touch-A-Truck – Lt. Gorrell

6/12 Kids Club Event – Sgt. Somerville

6/26 Safety Awareness Class for College Students – Lt. Gorrell

6/28 Trinity Baptist Church Dog Dayz Community Event – Officer Kang and K-9 Gorky

6/29 Fishers Freedom Festival – Officer Kang and K-9 Gorky

6/24 WeCan Meeting

Citizens Academy every Thursday

17 car seat installations

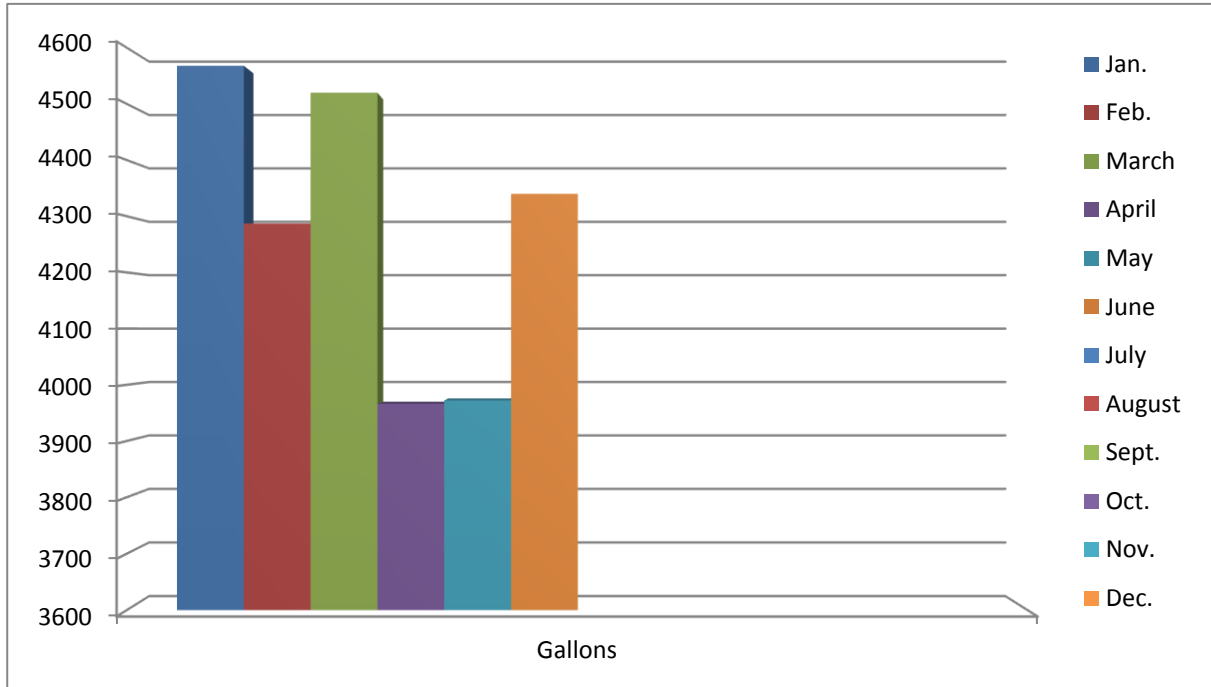
WESTFIELD POLICE DEPARTMENT

Monthly Fuel Purchases

Gallons 2013/2014

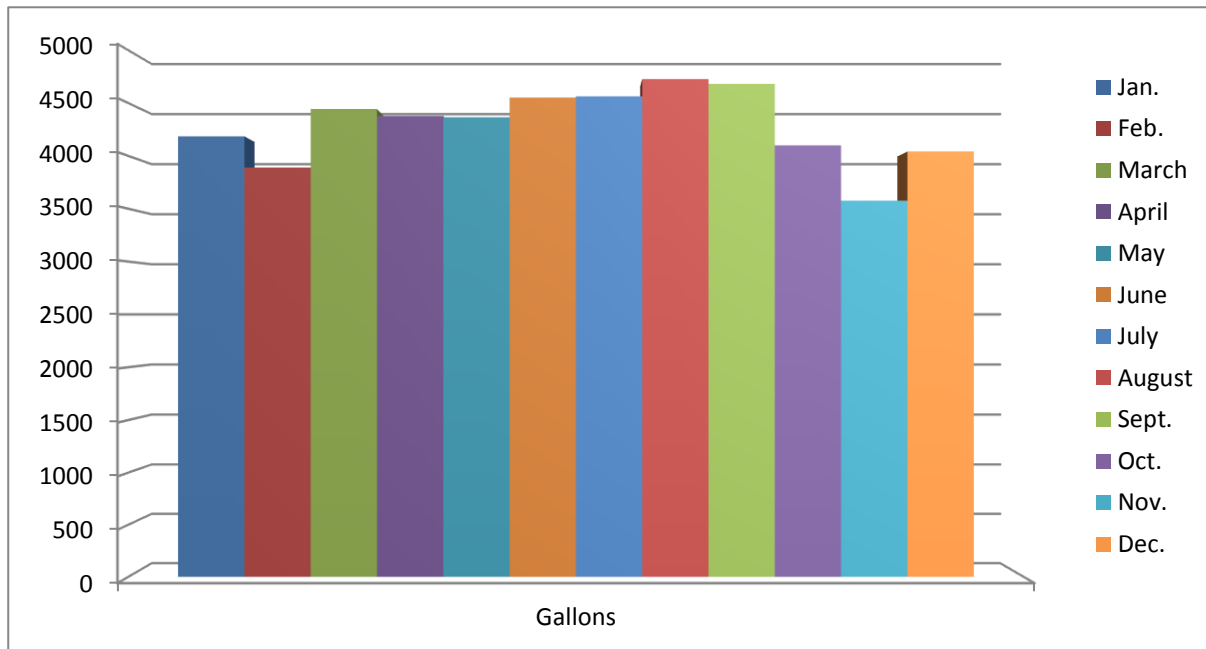
Fuel Purchases 2014

Month	Jan.	Feb.	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.
Gallons	4568	4287	4520	3966	3972	4340						



Fuel Purchases 2013

Month	Jan.	Feb.	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.
Gallons	4185	3890	4444	4379	4366	4552	4564	4727	4682	4100	3576	4042



**Westfield Police Department
Monthly Training Summary
June 2014**

6/5 Monthly K-9

6/9-11 Department Firearms Qualifications

6/12 Monthly ESU

6/19 Hamilton County Training and Exercise Planning Workshop – Lt. Gorrell

6/23-27 Basic SWAT – Sgt. Dine

6/23-27 Crisis Intervention for Youth – Officer Larrison

Performance Counseling Statements/Awards

June 2014

On 6/18/14, Chief Rush presented Meritorious Service Awards to members of the Criminal Investigations (Capt. Houston, Lt. Lilly, Detectives: Marlow, Clouse, and Bays), as a result of their investigation of the murder of Marlyn and Kelly Erb.



Mayor
Andy Cook

City Council
Jim Ake
Steven Hoover
Robert L. Horkay
Chuck Lehman
Robert J. Smith
Cindy L. Spoljaric
Robert W. Stokes

Clerk Treasurer
Cindy J. Gossard

Consent Agenda Items

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

Performance Bond Release

- Bierman, West Oak Subdivision (Erosion Control, Sanitary Sewers and Water)
- WLB Associates, Inc., The Maples at Springmill 2A & 2B (Erosion Control, Sanitary Sewers and Water)

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:

- Bierman, West Oak Subdivision (Erosion Control, Sanitary Sewers and Water)
- WLB Associates, Inc., The Maples at Springmill 2A & 2B (Erosion Control, Sanitary Sewers and Water)

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:

- Maple Knoll, Section 2 (Streets and Utilities)

Public Works Department

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

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