



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda_07_25_2018

Wednesday, July 25, 2018 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, July 25, 2018 at 01:00 PM

MEETING PLACE: Westfield Public Works- Large Conference Room

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

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Action Item #1

Approval of Minutes - May 23, 2018

Documents: [Minutes May 23, 2018](#)

Bid Approval

Construction Standards & Specifications Changes

Change Orders

Contracts/Agreements

Action Item #2

169th & Spring Mill Preliminary Engineering Contract

Documents: [Preliminary Engineering Contract](#)

Action Item #3

Grand Junction Plaza Platting Contract

Documents: [Grand Junction Plaza Boundary Survey](#)

Action Item #4

2018 Striping Project - Goods & Services Contract

Documents: [Signing Authority](#)

Action Item #5

2018 Asphalt Rejuvenating Project - Goods & Services Contract

Documents: [Signing Authority](#)

Action Item #6

151st Street Trail Connection Design Contract

Documents: [151st Street Trail Connection](#)

Action Item #7

161st & Oak Road Roundabout Preliminary Engineering Contract

Documents: [USI Agreement](#)

Action Item #8

161st & Union Roundabout Additional Environmental Tasks

Documents: [161st & Union RAB Change Order](#)

Action Item #9

191st & Tomlinson Roundabout Landscaping Package

Documents: [Landscaping Contract](#)

Action Item #10

Duke Distribution Utility Reimbursement Agreement - Ditch Road South Extension

Documents: [Duke Reimbursement Agreement](#)

Action Item #11

SR 32 INDOT Funding Agreement

Action Item #12

Millennium - Contract for Goods & Services

Documents: [Millennium Contract](#)

Action Item #13

FMH Development Agreement

Documents: [Development Agreement](#)

Agreements and/or Memorandum of Understanding (MOU)

Consent Agenda

Bastian Solutions Road Impact Fee Payment Agreement

Documents: [Bastian Payment Agreement](#)

WPD - Approval to Hire Two Police Officers

Coventry - Dedication of Passing Blister Easement

Documents: [Coventry 1A Entry](#) | [Coventry Right of Way Easement](#)

Market Center Drive Dedication

Northview Church - Right of Way Dedication

Documents: [Northview Warranty Deed](#)

Dedication of Easement for Duke Energy at Gunther Blvd. & Midland
Documents: [Duke Westfield Trail at Gunther Blvd.](#)

July Bond Information
Documents: [July Bond Information](#)

Department Reports

Fire
Documents: [June Report](#)

Police
Documents: [May Report](#) | [June Report](#)

Public Works

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY MAY 23, 2018

The Westfield Board of Public Works and Safety met on May 23, 2018 at the Westfield Public Works Conference Room. Present were, Mayor Cook, Randy Graham, Kim Strang, Records Manager and Brian Zaiger, Legal Counsel.

Randy Graham called the meeting to order at 1:02 PM

AGENDA ITEMS:

Action Item #1: Meeting Minutes Consideration for Approval:

Mayor Cook made the motion to approve the April 25, 2018 meeting minutes as presented. Randy Graham seconded. Vote: Yes-2; No-0. Motion carried.

CONTRACTS AND LEASES:

Action Item #2: Westfield Boulevard Connector-Mitigation Construction & Monitoring Contract

Phil Sundling presented, stating the contract would award Cardno the mitigation and monitoring contract for the Westfield Boulevard Connector for \$90,800.00 which will cover said tasks for a 5 year period.

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

AGREEMENTS/MEMORANDUM OF UNDERSTANDING (MOU):

Action Item #3: Trails PUD-Road Impact Fee Payment Agreement

Phil Sundling presented, giving the details of the agreement in which road impact fees will be paid out over a 5 year period.

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

Action Item #4: Grand Junction Plaza Lift Station Easements

Phil Sundling presented, stating this would grant easements to CEG for the Lift Station and sanitary sewer lines under the Midland Trail.

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

CONSENT AGENDA:

May Bond Information

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

DEPARTMENT REPORTS:

Fire- Rob Gaylor

Police- None

Public Works- Phil Sundling

With no further business, Randy Graham made the motion to adjourn. Mayor Cook seconded.
The meeting was adjourned at 1:25 PM

Deputy Clerk-Treasurer

Board of Public Works and Safety

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, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and A&F Engineering Co., LLC ("the CONSULTANT"), a corporation/limited liability company organized under the laws of the State of Indiana.

Des. No.: N/A

Project Description: Preliminary Engineering Design and Survey Services for a Roundabout at the Intersection of 169th Street and Spring Mill Road.

RECITALS

WHEREAS, the LPA may enter 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 December 31, 2023. 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 \$ 253,273.90.

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, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
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:

Mr. Johnathon Nail, P.E.
City Engineer
City of Westfield
2706 E. 171st Street
Westfield, Indiana 46074

Notices to the CONSULTANT shall be sent to:

Joseph T. Rengel, P.E., PTOE
Vice President
A&F Engineering Co., LLC
8365 Keystone Crossing, Suite 201
Indianapolis, Indiana 46240

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 represents 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 13). 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. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, 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

Joseph T. Rengel, P.E. – Vice President
(Print or type name and title)

Attest:


Signature

R. MAT BROWN – VICE President
(Print or type name and title)

LOCAL PUBLIC AGENCY

Signature

Andy Cook, Mayor
(Print or type name and title)

Signature

Randy Graham
(Print or type name and title)

Signature

Kate Snedeker
(Print or type name and title)

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

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

The CONSULTANT shall be responsible for performing the following activities:

- A. The CONSULTANT shall provide the field survey required for preparation of design plans in conformance with the requirements of Title 865 IAC 1-12 et sequential and Chapter 106 of the Indiana Design Manual, a copy of which is on file with the Indiana Department of Transportation and same is incorporated herein by reference and is made part hereof. As a minimum the survey shall include locating all wells, utilities, septs and structures within 100 feet of the existing road centerline or 85 feet beyond the proposed future right-of-way whichever is greater. This shall be done to insure the most efficient design can be achieved which will minimize land acquisition and relocation costs.
- B. The CONSULTANT shall provide all work necessary to complete the Categorical Exclusion (CE) documentation. Map, photo documentation, and project description will be sent to environmental review agencies for early coordination.

The CONSULTANT shall prepare the Section 106 documentation, as well as the Historic Properties Report and archaeological investigations and literature review. All Section 106 documentation and investigations will be coordinated with the State Historic Preservation Officer and consulting parties.

The CONSULTANT shall prepare a Categorical Exclusion (CE) Level 2 documenting all approvals and public involvement. This involvement shall include advertisement for an opportunity for a public hearing. If required, the CONSULTANT shall prepare a wetland delineation and Waters of the U.S. report. Report shall follow the guidelines of the 1987 Army Corps of Engineers Wetland Delineation Manual.

- C. The CONSULTANT shall prepare preliminary plans and preliminary estimates of cost, which shall be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: Indiana Department of Transportation "Indiana Design Manual", American Association of State Highway and Transportation Officials "A Policy on Geometric Design of Highways and Streets", Indiana Department of Transportation's Standard Specifications, Road and Bridge Design Memoranda except as modified by supplemental specifications and special provisions, if any, and shall be completed to the point required to fulfill the requirements for a Public Meeting, no further work

shall be done on the plans, unless and until specifically directed by the LOCAL PUBLIC AGENCY. Plan and profile sheets shall be drawn to a scale of 1"=20' for urban areas or 1"=50' for rural areas. Road detail sheets shall be drawn to a scale of 1"=20'.

Following approval of the preliminary plans, the CONSULTANT shall prepare contract plans, special provisions for the specifications, and final cost estimates for the construction of the signs, road and bridge. The cost estimates for construction shall be prepared according to the current practices of the Indiana Department of Transportation and shall include all types of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the LOCAL PUBLIC AGENCY, through its own forces or through other party or parties will perform the actual construction, or engineering. The unit prices to be used shall be in accordance with the methods used by the Local Public Agency.

The CONSULTANT shall attend all such conferences with the officials of the LOCAL PUBLIC AGENCY and other interested agencies as may be required in connection with the work and to make his services available to the LOCAL PUBLIC AGENCY during construction of the work for the interpretation of the plans where disagreement may arise and for consultation during construction in the event unforeseen or unusual conditions may arise.

- D. The CONSULTANT shall identify and notify all affected Utilities and coordinate plans for utility relocation. Utility coordination shall follow the requirements of 105 IAC 13. The Consultant shall prepare all required utility relocation agreements. The Consultant shall maintain a record of all utility contracts to be submitted to the LPA. The cost of this work is included in the design fees.

The CONSULTANT shall supply subsurface utility engineering (SUE) work, if required by the LOCAL PUBLIC AGENCY. Work on the SUE portion of the contract shall not commence until the LOCAL PUBLIC AGENCY is in agreement to scope and level of investigation for this work.

- E. The CONSULTANT shall make or cause to be made a complete roadway geotechnical Investigation in accordance with the INDOT Geotechnical Manual 2010 Edition (Revised). A copy of the document is on file with the Indiana Department of Transportation and same is incorporated herein by reference and is made part hereof. For bridge structures the CONSULTANT shall make or cause to be made the necessary borings and sub-surface explorations and the analysis thereof in accordance with "General Instructions for Bridge Structure Investigations", dated July 1996, a copy of which is on file with the Indiana Department of Transportation and the document is incorporated herein by reference and is made a part hereof. Prior to making the borings, the CONSULTANT shall submit boring specifications and boring

locations and sketches of each structure for approval of the LOCAL PUBLIC AGENCY. Borings shall extend sufficiently in depth to obtain characteristic data for the proper design of the foundation. In the event more extensive boring, sampling, and testing is needed, a supplemental agreement shall be executed to pay for the additional work. The Consultant shall backfill bore holes or cause to be backfilled in accordance with "Aquifer Protection Guidelines" dated October 30, 1996. A copy of the document is on file with the Indiana Department of Transportation, Division of Materials and Tests, Geotechnical section.

F. Upon completion and final approval of the work by the LOCAL PUBLIC AGENCY, the CONSULTANT shall deliver to the LOCAL PUBLIC AGENCY the following, which shall become the property of the LOCAL PUBLIC AGENCY:

- 1 - Set of final approved tracings of the contract plans drawn to a suitable scale on standard 36" x 23" sheets prepared with the following process: ink or electrostatic printing on mylar for the Title Sheet and Estimate of Quantity Sheet. All other sheets, except cross-sections, to be electrostatic printing, ink or pen on mylar. The cross-sections for computing earthwork quantities shall be on approved cross-section medium, in ink or electrostatic printing.
- 1 - Set of plan sheets and all right of way plats in Adobe Acrobat® .pdf format (latest version at the time of completion of the plans) on CD-ROM.
- 1 - CD-ROM containing all final project drawings in AutoCAD 2010 format.
- 1 - Set of Special Provisions for the Specifications.
- 1 - Copy of the construction cost estimates.
- 1 - Copy all design computations, Indexed, Paged and Bound.

Additional general data shall be issued at the mutual agreement of the CONSULTANT and the LOCAL PUBLIC AGENCY. The CONSULTANT does not authorize or assume liability for any reuse of the documents or digital materials described in this section for any purpose other than this project and the specific use intended, unless adapted by and approved by the CONSULTANT.

G. The following Right-of-Way Engineering services will be provided to secure the permanent and temporary right-of-way needed for this project. A parcel shall be defined as all temporary and permanent right-of-way being acquired from a single existing parcel of land. This means a single parcel could have several legal descriptions based on its configuration.

- 1. Determine the owners of all properties located adjacent to and in the immediate area of the project alignment, along with the legal descriptions of those properties (Preliminary Abstracting). Preliminary abstracting shall include a title search, including a search for all mortgages, easements, liens, contract sales, judgments, other encumbrances and the current legal owner.
- 2. Prepare final Right-of-Way Plans.

- a. Parcel boundaries in the project area.
 - b. Names of owners in the parcels shown.
 - c. Project centerlines and S-lines.
 - d. Existing and proposed right-of-way lines.
 - e. Land section lines.
 - f. Prepare Parcel Listing Summary Sheet showing:
Parcel numbers, property owners, total area of property and type of taking.
- 3. Provide legal descriptions for all parcel takings. The descriptions shall be prepared and certified by a registered land surveyor.
- 4. Provide individual plats for each parcel. Each plat shall include the following:
 - a. Legal descriptions.
 - b. Total area before taking.
 - c. Existing Right-of-Way.
 - d. Area of taking.
 - e. Areas of residue.
 - f. Existing Right-of-Way to be reacquired.
 - g. Sketch of the parcel, drawn to scale, with the above data indicated thereon.

The CONSULTANT shall be available for assistance in interpretation of the Right-of-Way documents.

- H. The CONSULTANT shall provide the following Right-of-Way Services to secure the needed right-of-way for the project

- 5. The CONSULTANT shall provide a Guaranty of Title good for the past twenty (20) years prepared by a professional abstractor and insured for \$10,000.00 for each parcel which has a value in excess of \$10,000.00.

- I. Special Investigations - During the course of Design or Right-of-Way acquisition certain special investigations may be required such as septic field location through physical location by a private subcontractor or archeological investigations. This work is to be completed only with the approval of the LOCAL PUBLIC AGENCY and shall be billed to the county at cost.
- J. Bidding Phase Services - The services for this phase will include the preparation of the Contract Documents for bidding with local funds, the distribution and sale of plans and contract documents, and participation in the evaluation of the bids for award. The CONSULTANT shall not charge any third party more than \$50.00 for the specifications for this project and \$1.00 per sheet for the plan sheets for this project.

- K. In fulfillment of this Agreement the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the LOCAL PUBLIC AGENCY and other public agencies having a legal jurisdiction over the project.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.
2. Standard Specifications and standard drawings applicable to the project
3. Plans of existing bridge within the project limits
4. All written views pertinent to the location and environmental studies that are received by INDOT
5. Traffic assignments, Traffic Signal Warrants (New Signal), Traffic Lighting Warrants (New Lighting)
6. Necessary permit forms and permit processing (US Army Corps of Engineers, US Coast Guard, and/or Indiana Department of Natural Resources)
7. Available data from the transportation planning process
8. Utility plans available to INDOT covering utility facilities govern the location of signals and underground conduits throughout the affected areas
9. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
10. Aerial Survey information
11. Existing water quality data
12. Laboratory tests for pavement investigation
13. Pavement design analysis

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:

A. Topographic Survey	Within 75 calendar days after notice to proceed
B. Environmental Approval	Within 240 calendar days after notice to proceed
C. Preliminary Design	Within 150 calendar days after notice to proceed
D. Right of Way Engineering	Within 150 calendar days after receipt on preliminary plans by LPA
E. Final Design	Within 240 calendar days after receipt of certification of public involvement by INDOT

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

1. The CONSULTANT shall receive as payment for the work performed under this Agreement the total fee not to exceed \$ 253,273.90 unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY.
2. The CONSULTANT will be paid for the work performed under this Agreement in accordance with the following schedule:

a. Topographic Survey	\$ <u>28,200.00</u>
b. Preliminary Design	\$ <u>51,694.00</u>
c. Utility Coordination	\$ <u>19,990.00</u>
d. Final Design	\$ <u>77,541.00</u>
e. Environmental Documentation	\$ <u>21,145.60</u>
f. Waters of the US Report (Not to Exceed)	\$ <u>4,335.30</u>
g. Geotechnical Services	\$ <u>14,218.00</u>
h. Subsurface Utility (Not to Exceed)	\$ <u>15,000.00</u>
i. Title Research (Assume 5 Parcels)	\$ <u>2,250.00</u>
j. Right of Way Engineering (Assume 5 Parcels)	\$ <u>18,900.00</u>

B. Method of Payment

1. The CONSULTANT may 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 invoice voucher. The CONSULTANT shall attach thereto a summary of each pay item in Section A.2. of this Appendix, percentage completed and prior payments in a form acceptable to the LOCAL PUBLIC AGENCY.
2. The LOCAL PUBLIC AGENCY for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay the CONSULTANT for rendering such services the fee established above upon completion of the work thereunder, acceptance thereof by the LOCAL PUBLIC AGENCY and upon the CONSULTANT submitting an invoice and claim voucher as described above.
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.



**City of Westfield Fire Department
Board of Public Works & Safety Report
June 2018**

Contact: Fire Chief

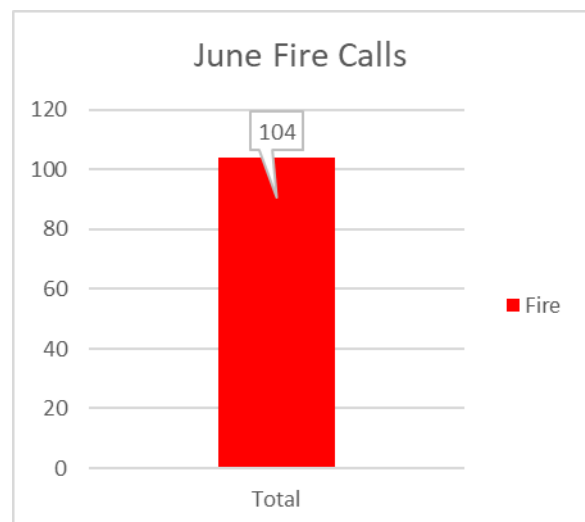
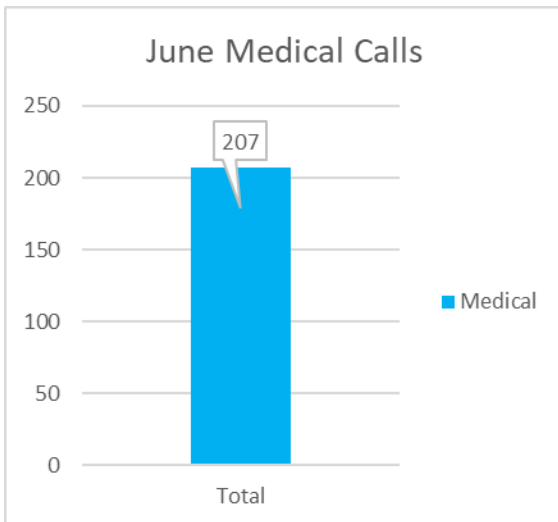
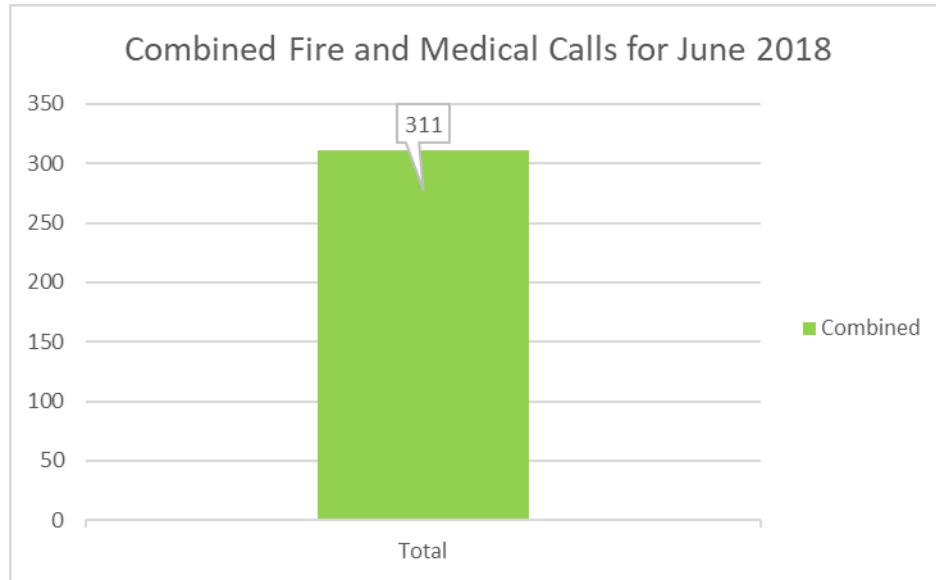
Marcus Reed

Or Nikki Hartman

804-3304

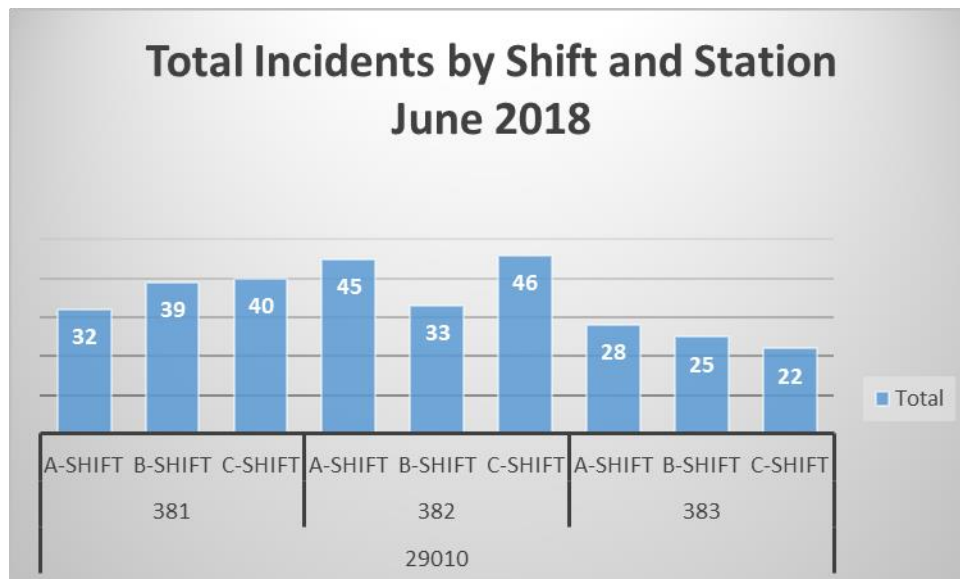
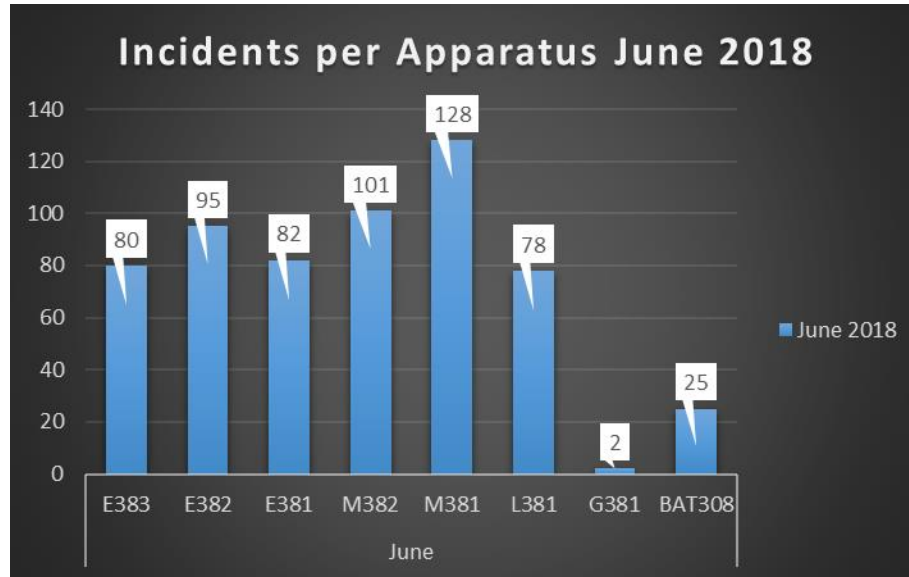


Westfield Fire Department 2018 Incident Statistics



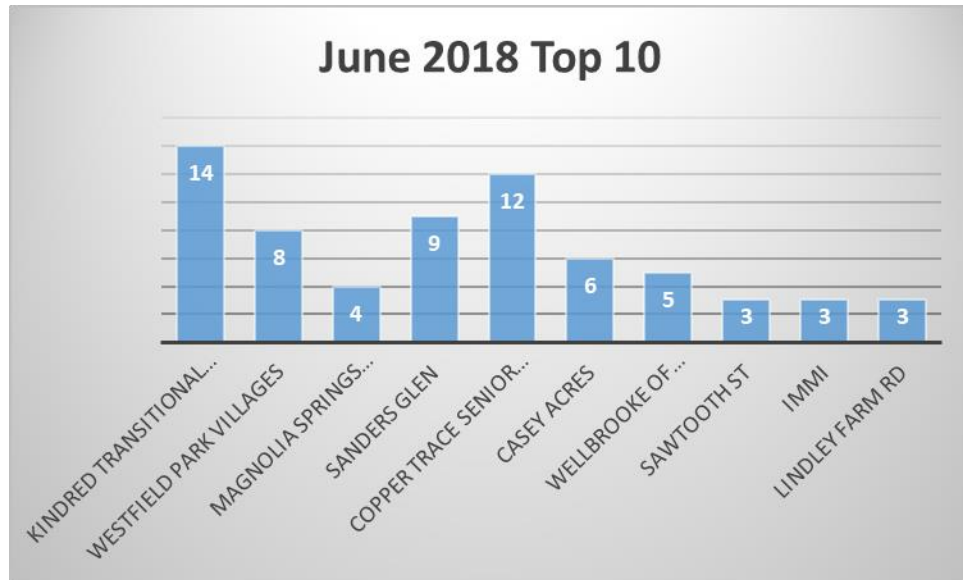


Westfield Fire Department 2018 Incident Statistics

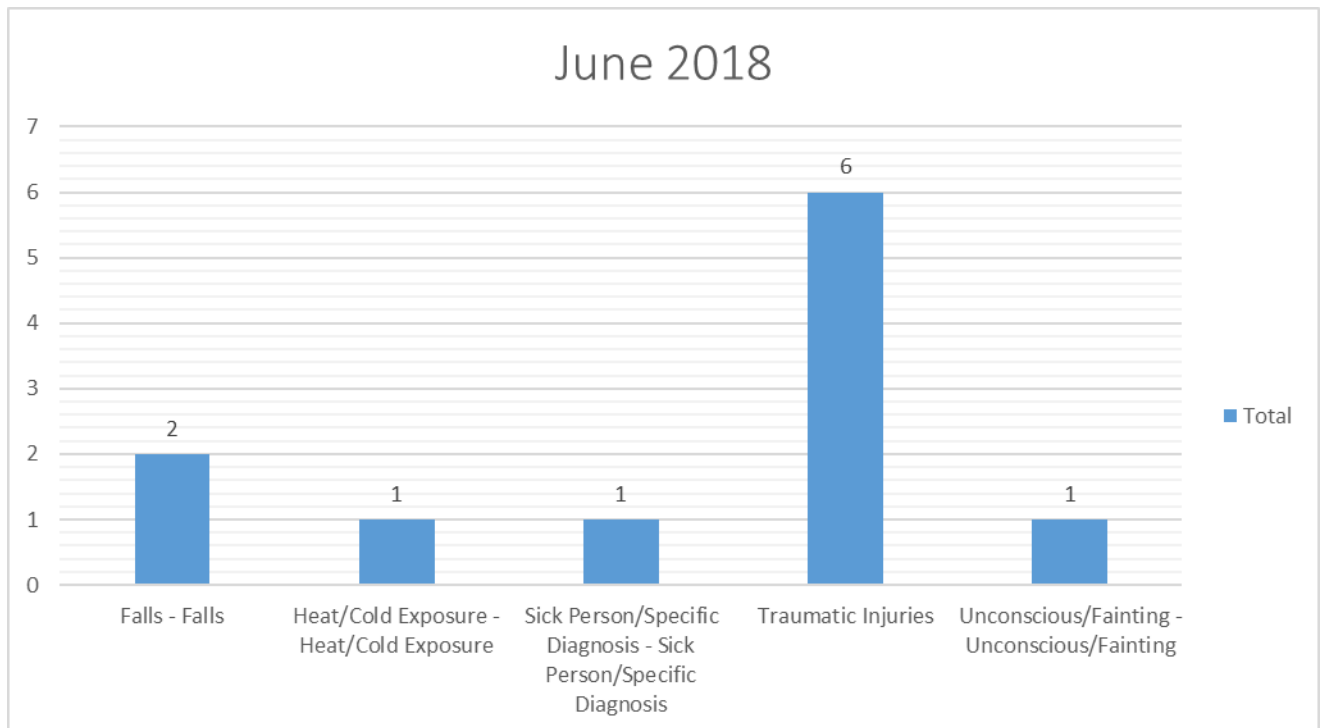




Westfield Fire Department 2018 Incident Statistics



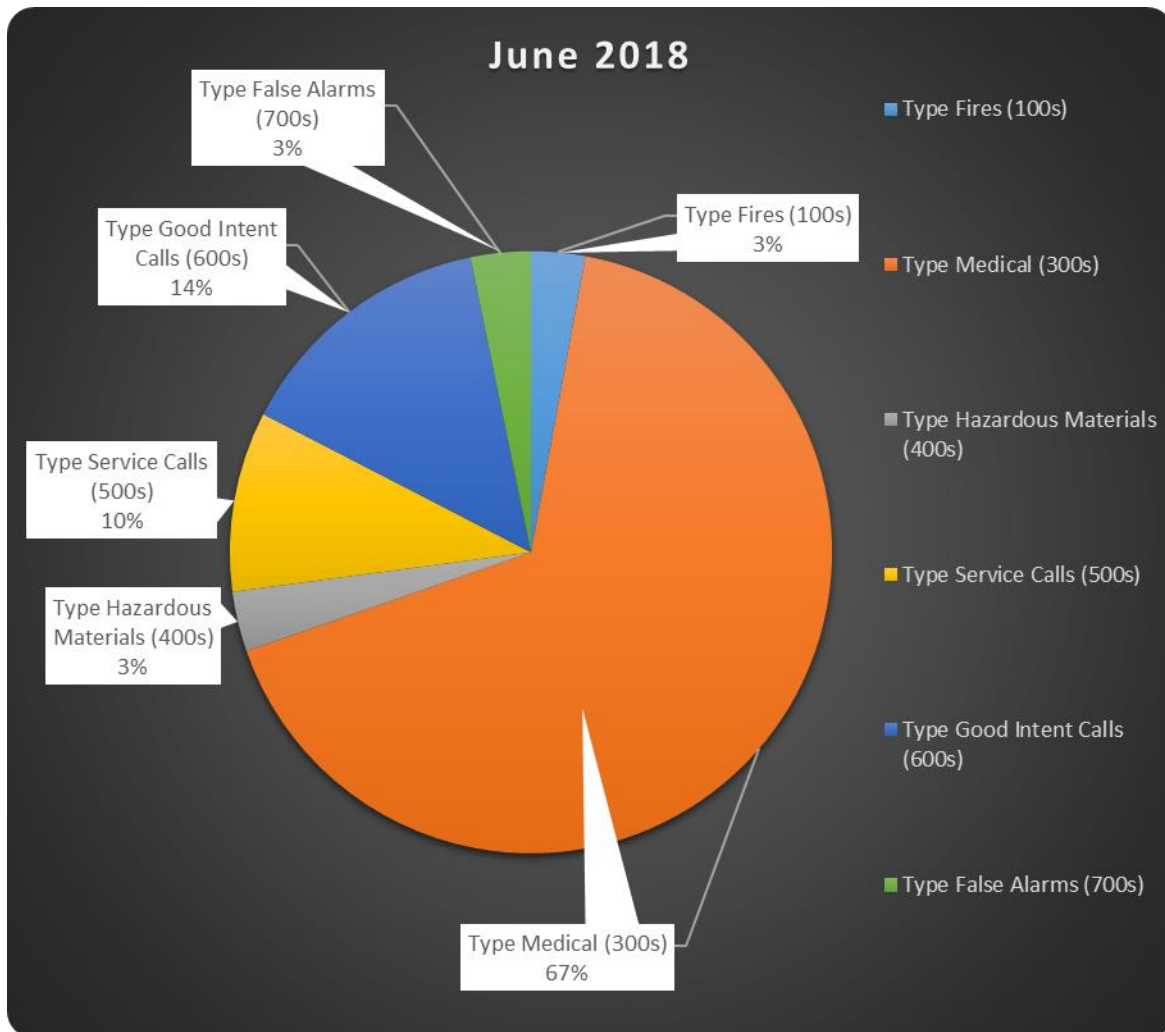
Grand Park



11 calls to GP last month



Westfield Fire Department 2018 Incident Statistics

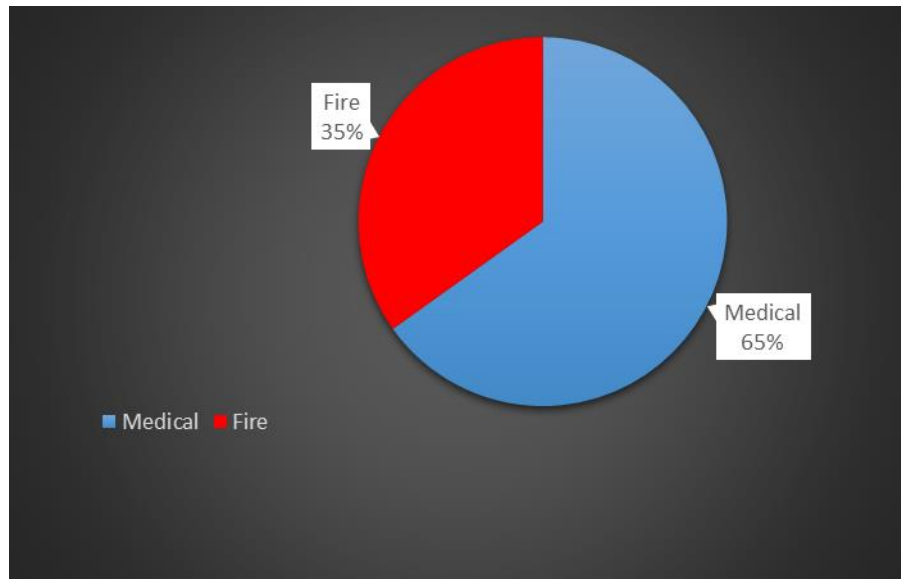


June	311
Fires	9
Medical	207
Hazmat	10
Service Calls	30
Good Intent	44
False Alarms	10
Special Incidents	1

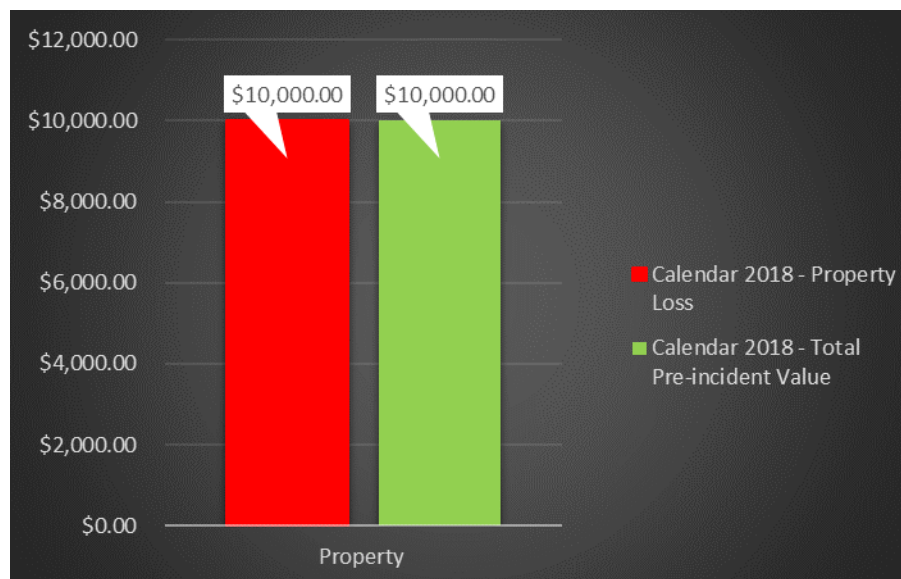


Westfield Fire Department 2018 Incident Statistics

Fire and EMS breakdown for the year



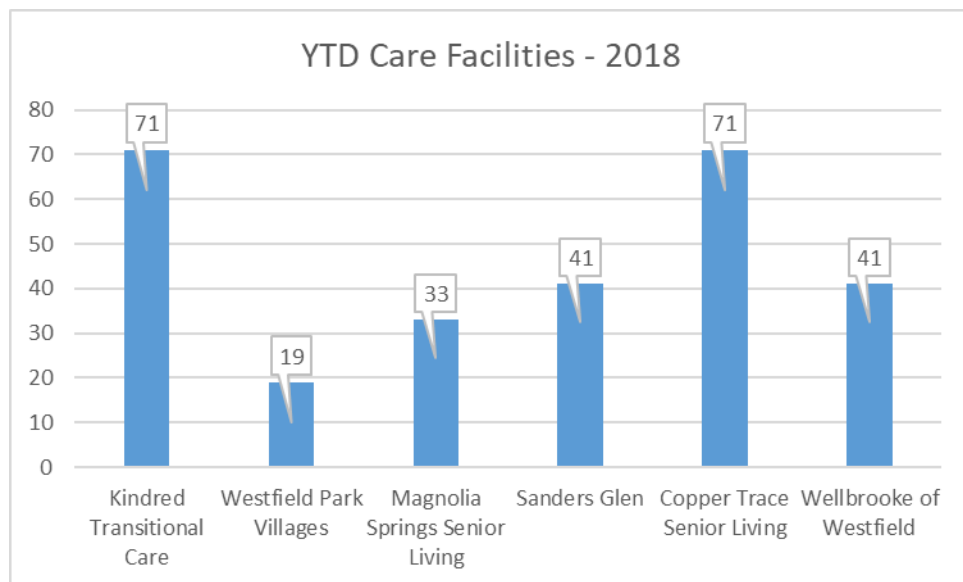
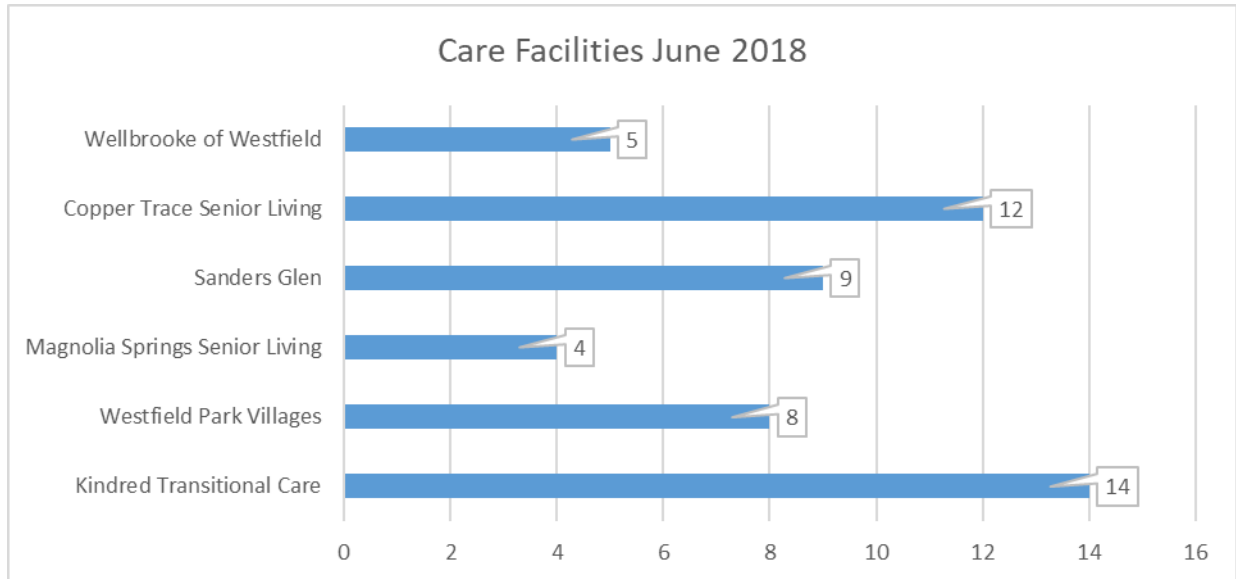
Property Saved





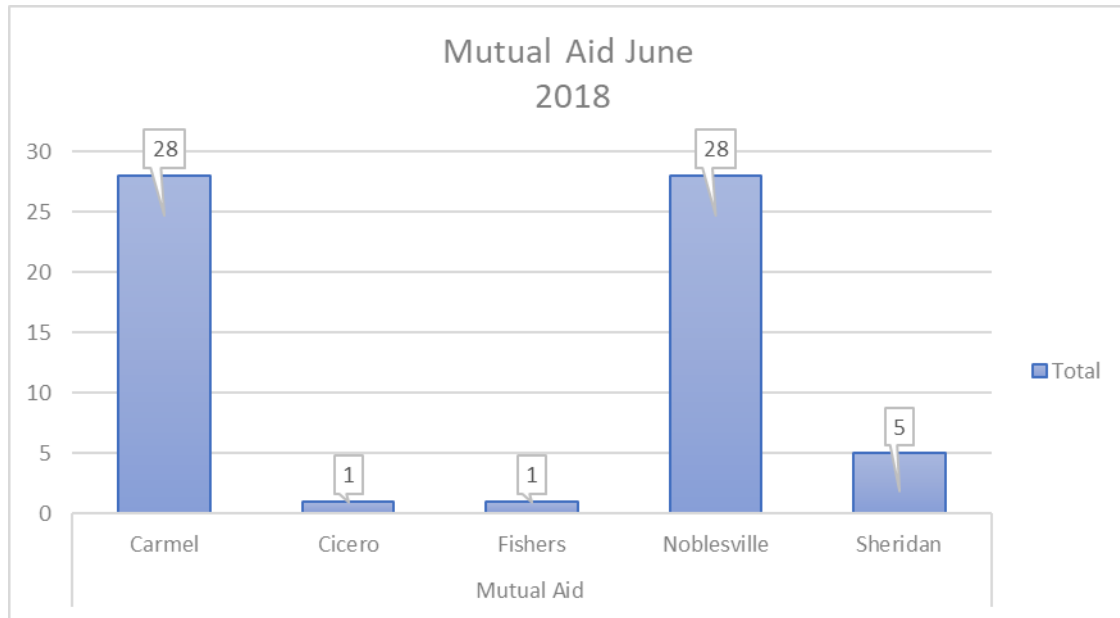
Westfield Fire Department 2018 Incident Statistics

Care Facility





Westfield Fire Department 2018 Incident Statistics



Total 62

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

May 2018

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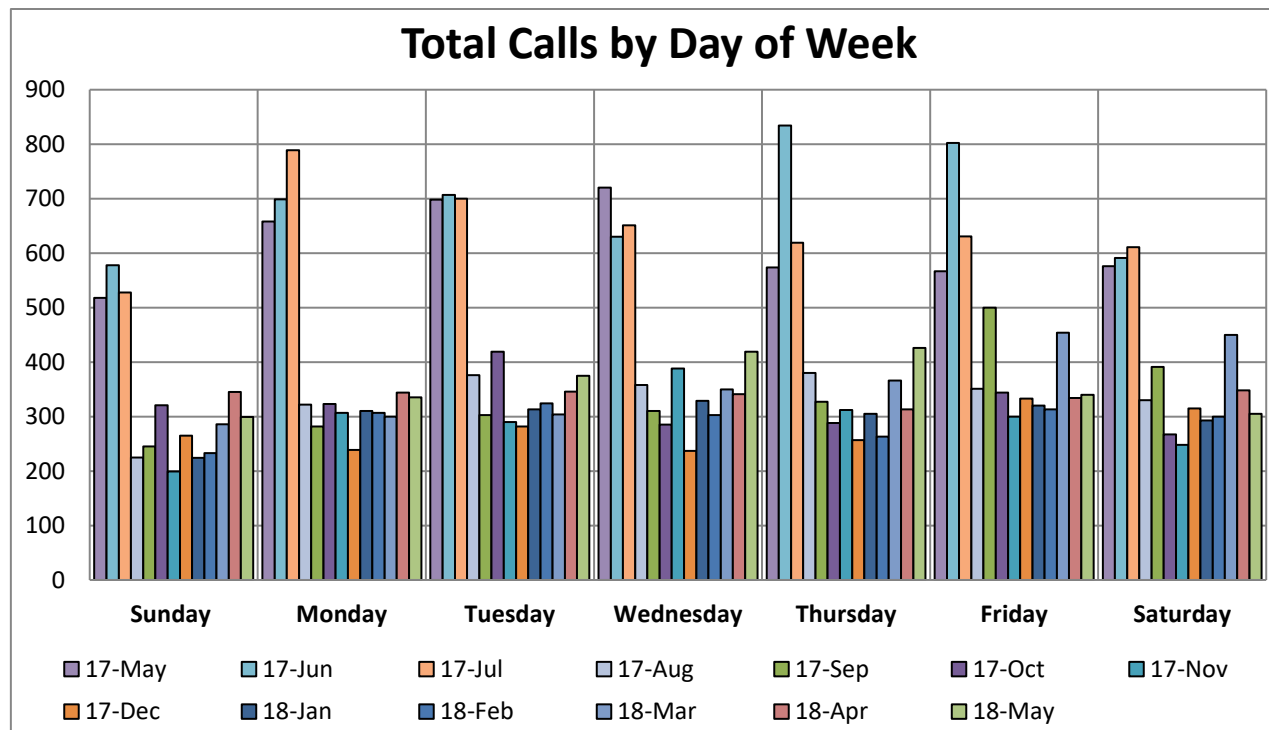
Events by Nature

911 Hang Up	32
Abandoned Vehicle	6
Abandonment	0
Abuse / Neglect	1
Accident - Hit & Run	8
Accident - Other	0
Accident - Property Damage	88
Accident - Personal Injury	7
Accident - Unknown	1
Active Assailant	1
Alarm - Other	1
Alarm - Vehicle	1
Alarm - Burglar	153
Alarm - Hold Up	9
Animal Bite / Attack	2
Animal Complaint	45
Assist Fire	44
Assist Other Department	13
Assist Public	30
Battery	5
Bomb Device Found	1
Bomb Threat	0
Burglary	6
Carjacking	0
Case Follow Up	73
Child Seat Inspection	0
Civil Dispute	29
Criminal Mischief	40
Damage to Property	0
Death Investigation	0
Directed Patrol	4
Disturbance	31
Driving Complaint	51
Drug Complaint	10
Escort	0
Fight	0
Firearms Shots Fired	3
Found / Lost Property	16
Found Person	1
Fraud Prescription	0
Fraud / Deception	16
Harassment	30
Intoxicated Person	2
Investigation	13

Juvenile Complaint	11
K9 Detail	1
Kidnapping	1
Lock Out	62
Loud Party	6
Mental Emotional - Violent	1
Mental Person	4
Miscellaneous	20
Missing Person	4
New Call	7
Nuisance	12
Ordinance Misc.	11
Parking Complaint	13
Physical Disturbance	18
Reckless Activity	0
Road Rage	4
Robbery	0
Runaway	0
Security Check	3
Sex Offense	4
Shooting	1
Special Detail	2
Stabbing	1
Suicide	0
Suspicious Activity	117
Suspicious Package	1
Test	0
Theft	46
Theft - From a Vehicle	1
Theft - of a Vehicle	0
Threat to Life	6
Threatening Suicide	4
Tow Release	3
Traffic Hazard	72
Transport	2
Trespassing	7
Traffic Stop	1185
Unknown Call for Police	1
VIN Check	36
Wanted	4
Warrant Service	16
Weapons Complaint	4
Welfare Check	35
	2499

Total # of Calls by Day of Week

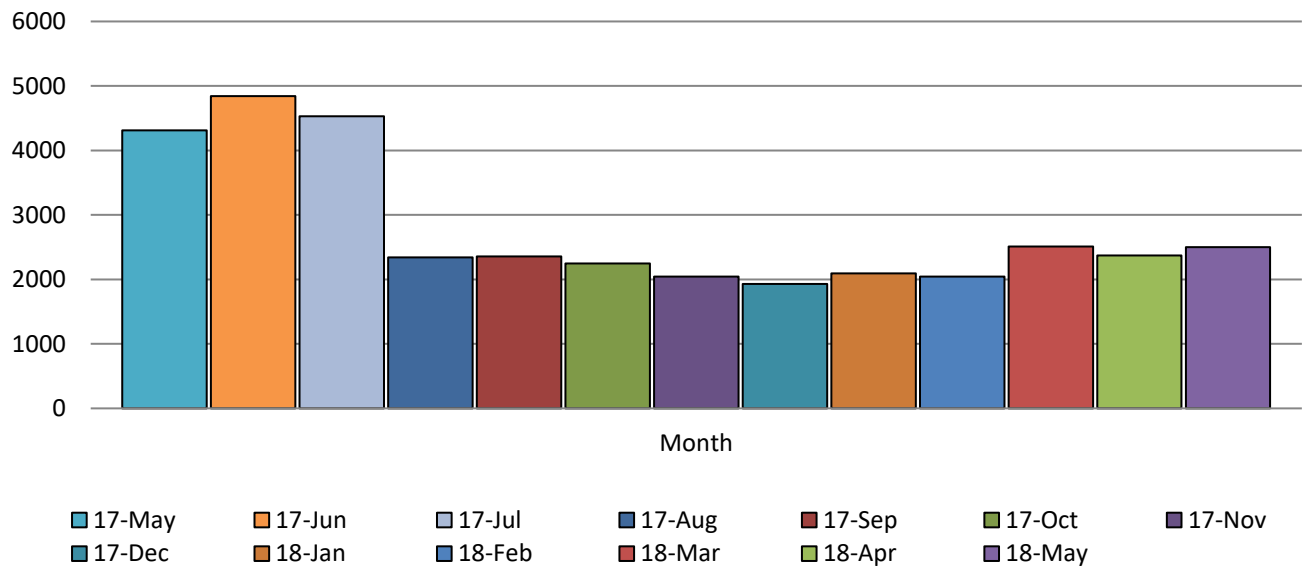
DAY	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May
Sunday	518	578	528	225	245	321	199	265	224	233	286	345	299
Monday	658	699	789	322	282	323	307	239	310	307	300	344	335
Tuesday	698	707	700	376	303	419	290	282	313	324	304	346	375
Wednesday	720	630	651	358	310	285	388	237	329	303	350	341	419
Thursday	574	834	619	380	327	288	312	257	305	263	366	313	426
Friday	567	802	631	351	500	344	300	333	320	313	454	334	340
Saturday	576	591	611	330	391	267	248	315	293	300	450	348	305
TOTAL	4311	4841	4529	2342	2358	2247	2044	1928	2094	2043	2510	2371	2499



Total # of Calls by Hour of Day

HOUR	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May
0	182	158	156	101	100	93	74	77	66	73	82	99	90
1	181	153	139	49	69	53	46	44	51	46	62	53	62
2	138	180	143	34	49	40	33	35	37	34	38	56	55
3	124	129	114	25	34	35	17	27	34	23	27	34	30
4	152	121	105	27	25	31	13	18	27	12	11	20	13
5	181	197	221	22	18	16	20	20	24	30	13	20	18
6	245	278	255	54	35	35	38	41	52	50	66	65	64
7	207	255	190	97	110	102	79	77	76	58	99	119	111
8	215	290	223	119	133	149	140	95	72	72	113	106	125
9	168	249	207	93	111	132	116	98	105	106	132	105	142
10	238	278	260	132	169	172	181	123	121	155	157	118	158
11	152	178	200	99	104	123	126	102	93	94	114	118	135
12	158	177	183	132	106	105	134	104	81	74	124	131	99
13	185	216	196	161	145	130	92	102	125	125	159	115	126
14	186	226	228	152	131	140	114	119	135	144	159	133	135
15	179	206	199	122	142	125	125	117	96	122	136	150	139
16	156	189	153	111	127	95	83	84	105	74	130	111	118
17	174	224	152	111	96	81	70	103	106	84	112	124	101
18	243	246	267	123	114	112	126	107	179	143	182	155	168
19	201	214	211	112	121	108	90	122	160	156	186	146	175
20	120	123	115	87	85	79	62	83	71	79	93	89	92
21	128	119	148	105	82	75	62	54	82	69	82	66	93
22	199	192	248	145	123	109	102	87	111	105	122	118	127
23	199	243	216	129	129	107	101	89	85	115	111	120	123
TOTAL	4311	4841	4529	2342	2358	2247	2044	1928	2094	2043	2510	2371	2499

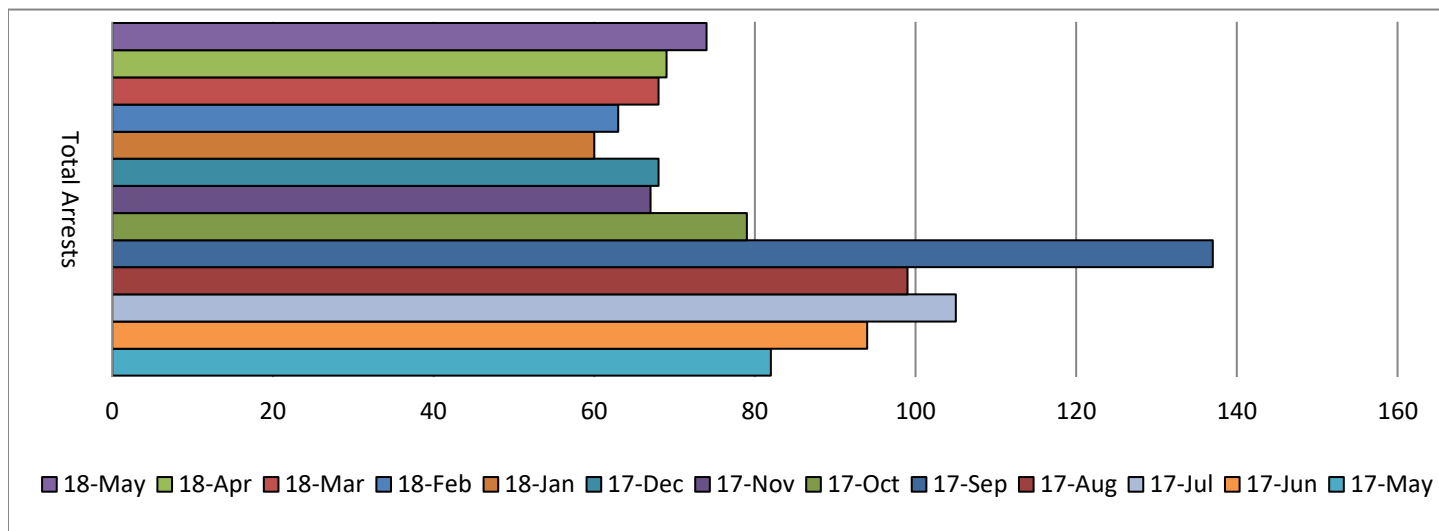
Calls for Sevice by Month



UCR OFFENSES

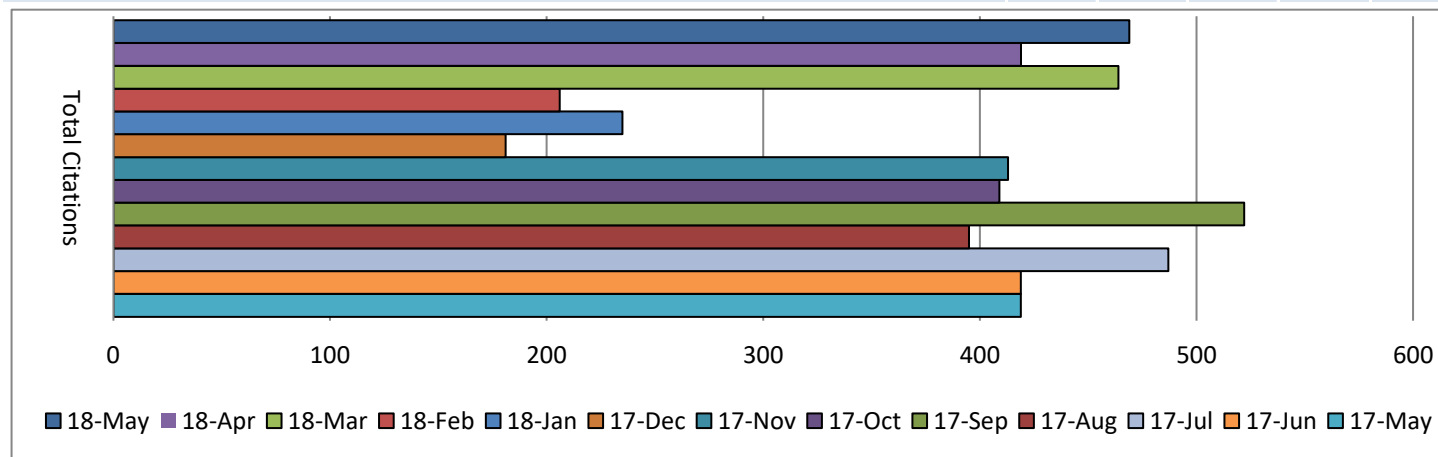
OFFENSE	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May
Arson	0	0	0	0	0	0	0	0	0	1	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	0	0	1	-1	0	0	0	0	1	0	0
Robbery	0	1	0	0	2	1	-1	1	0	1	0	0	0
Battery - Aggravated	3	1	0	0	0	0	1	1	0	1	2	0	0
Battery - Simple	20	10	12	11	15	12	19	14	11	21	11	16	24
Burglary	0	3	0	1	3	0	2	5	1	4	4	4	0
Theft	32	33	37	41	24	17	29	30	26	31	28	24	32
Motor Vehicle Theft	2	0	1	3	0	1	2	0	1	1	0	0	0
TOTAL	57	48	50	56	45	30	52	51	39	60	46	44	56

Arrest Reports Taken	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May
Alcohol/ Drug Related	17	20	26	23	26	16	13	13	15	17	8	19	16
Felony Charges	12	7	11	13	16	7	20	18	5	14	3	10	5
Misdemeanor Charges	81	101	114	86	131	82	58	77	69	69	80	92	78
Total Arrests	82	94	105	99	137	79	67	68	60	63	68	69	74



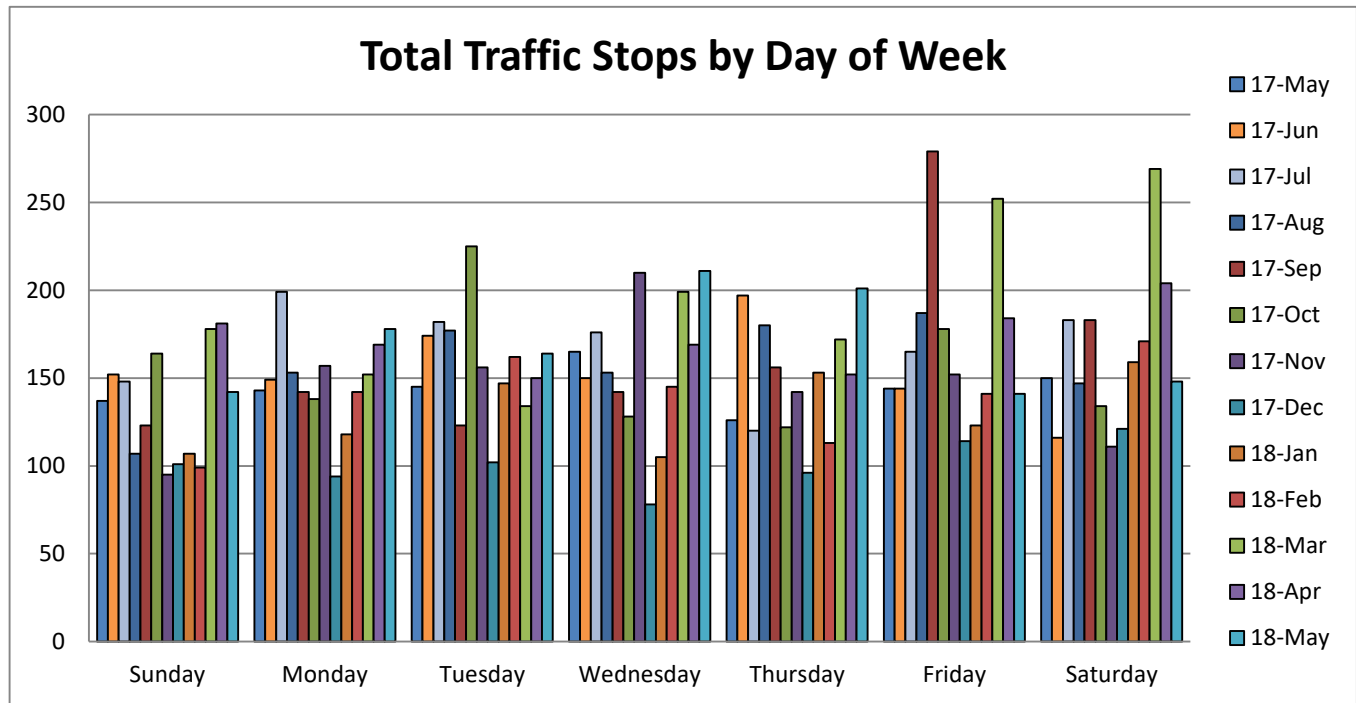
Traffic	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May
Total Citations	419	419	487	395	522	409	413	181	235	206	464	419	469
Total Written Warning	937	1070	1135	1125	1113	1084	989	782	1036	1107	1307	1141	1105
Total Traffic Accidents	51	65	51	61	58	49	49	77	54	44	55	60	80
Property Damage	43	59	44	48	51	44	45	68	48	40	46	53	73
Personal Injury	8	6	7	9	7	5	4	9	6	4	9	6	7
Fatality	0	0	0	0	0	0	0	0	0	0	0	1	0
Hit and Run*	6	5	5	4	5	6	2	3	7	3	1	6	2

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



Traffic Stops by Day of Week

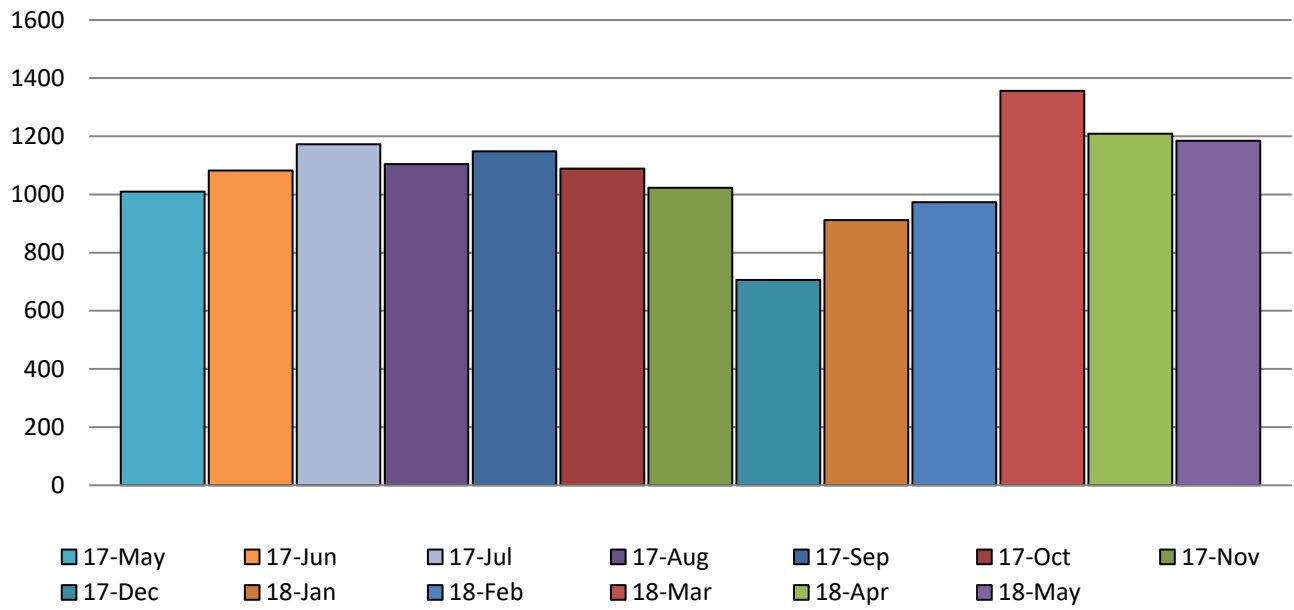
Day:	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May
Sunday	137	152	148	107	123	164	95	101	107	99	178	181	142
Monday	143	149	199	153	142	138	157	94	118	142	152	169	178
Tuesday	145	174	182	177	123	225	156	102	147	162	134	150	164
Wednesday	165	150	176	153	142	128	210	78	105	145	199	169	211
Thursday	126	197	120	180	156	122	142	96	153	113	172	152	201
Friday	144	144	165	187	279	178	152	114	123	141	252	184	141
Saturday	150	116	183	147	183	134	111	121	159	171	269	204	148
TOTAL	1010	1082	1173	1104	1148	1089	1023	706	912	973	1356	1209	1185



Traffic Stops by Hour of the Day

Hour:	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May
0	53	57	50	67	71	60	50	47	40	44	59	69	59
1	40	25	32	31	47	30	28	20	24	31	44	36	36
2	29	22	24	15	30	21	21	19	18	23	31	44	35
3	12	18	11	11	16	21	7	11	11	13	12	25	14
4	8	10	6	6	8	13	7	6	9	7	4	7	4
5	4	2	1	6	3	2	5	3	9	13	7	7	7
6	29	21	39	28	17	19	23	19	32	31	42	53	42
7	65	78	52	63	67	72	64	47	34	22	58	86	77
8	73	108	75	69	79	93	84	55	34	25	62	49	57
9	52	105	76	54	53	66	69	21	46	52	67	47	76
10	83	89	93	65	92	85	100	54	58	62	94	71	80
11	44	42	61	35	45	57	67	28	35	34	57	41	51
12	32	43	45	48	45	37	55	25	19	23	43	43	29
13	51	52	73	86	66	59	34	37	44	53	78	62	49
14	54	53	74	77	68	59	59	52	40	69	94	55	60
15	36	45	51	40	59	56	57	30	33	41	73	60	51
16	22	43	23	51	48	26	24	13	18	24	48	37	35
17	31	38	25	31	17	19	18	8	20	13	20	31	18
18	58	56	82	49	49	38	45	41	115	77	109	88	94
19	53	46	67	43	56	58	32	40	99	97	124	74	94
20	29	13	23	29	26	34	17	22	20	32	39	34	28
21	17	14	24	44	26	28	24	13	41	31	35	22	29
22	58	46	94	83	78	63	59	42	51	73	85	80	79
23	77	56	72	73	82	73	74	53	62	83	71	88	81
TOTAL	1010	1082	1173	1104	1148	1089	1023	706	912	973	1356	1209	1185

Total Traffic Stops by Month



**Westfield Police Department
Community Events
May 2018**

5/11 Kindy 500

5/11 K9 Demo for 4-H Group

5/22 Breakfast with a COP

5/24 Breakfast with a COP

5/28 Thrive Fit Murph Challenge

**Westfield Police Department
Monthly Training Summary
May 2018**

5/3 Monthly K9

5/14-18 Homicide and Major Investigations – Det. Marlow and Bays

5/14-15 School Safety Specialist Academy – Dougherty

5/14-15 Advanced School Safety Specialist – Martin

5/22-24 IMPD Mentoring Training – Sgt. Carter, Officers Zosso, Swiatkowski, Nichols and Rebollar

5/23 Departmental RADAR

5/24 & 25 Departmental SFST Recertification

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

June 2018

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Westfield Police Department

June 2018

Events by Nature

911 Hang Up	48
Abandoned Vehicle	7
Abandonment	0
Abuse / Neglect	0
Accident - Hit & Run	10
Accident - Other	0
Accident - Property Damage	45
Accident - Personal Injury	12
Accident - Unknown	3
Active Assailant	0
Alarm - Other	0
Alarm - Vehicle	0
Alarm - Burglar	166
Alarm - Hold Up	13
Animal Bite / Attack	3
Animal Complaint	43
Assist Fire	30
Assist Other Department	17
Assist Public	29
Battery	3
Bomb Device Found	0
Bomb Threat	0
Burglary	2
Carjacking	0
Case Follow Up	89
Child Seat Inspection	0
Civil Dispute	21
Criminal Mischief	23
Damage to Property	0
Death Investigation	0
Directed Patrol	10
Disturbance	21
Driving Complaint	67
Drug Complaint	15
Escort	0
Fight	0
Firearms Shots Fired	3
Found / Lost Property	14
Found Person	1
Fraud Prescription	0
Fraud / Deception	22
Harassment	22
Intoxicated Person	8
Investigation	6

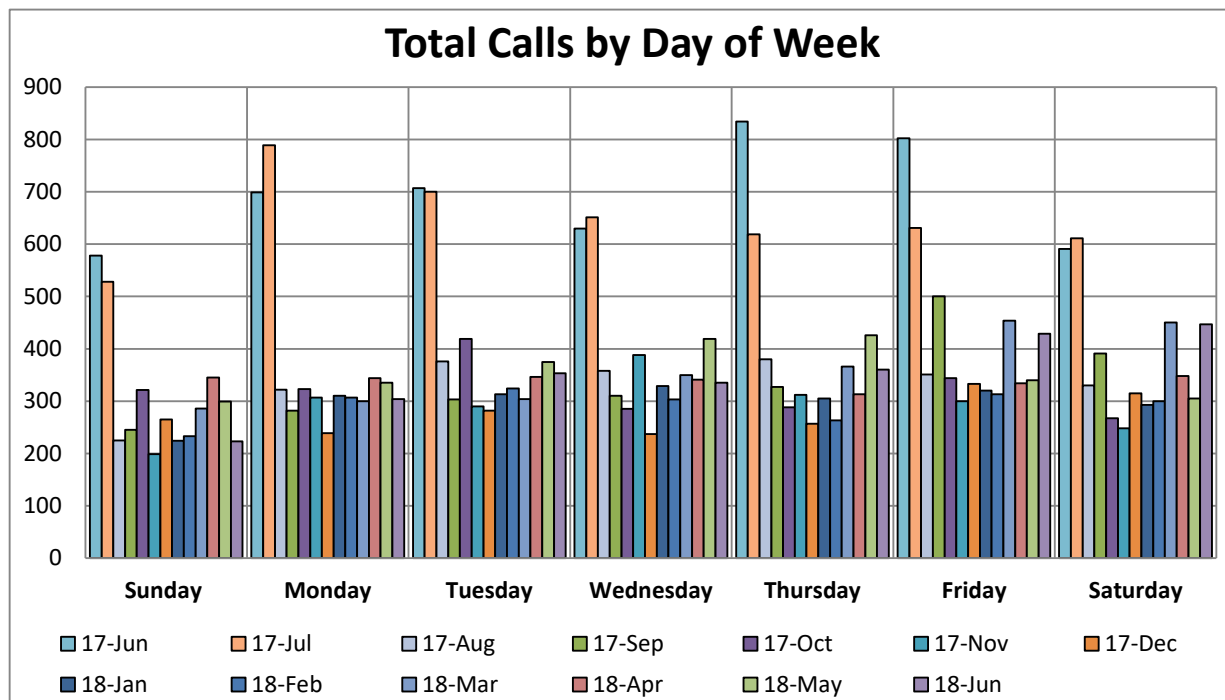
Juvenile Complaint	5
K9 Detail	0
Kidnapping	0
Lock Out	61
Loud Party	5
Mental Emotional - Violent	2
Mental Person	3
Miscellaneous	9
Missing Person	3
Missing Person - PLS	1
New Call	3
Nuisance	19
Ordinance Misc.	29
Parking Complaint	13
Physical Disturbance	17
Reckless Activity	0
Road Rage	4
Robbery	0
Runaway	3
Security Check	2
Sex Offense	1
Shooting	0
Special Detail	0
Stabbing	0
Suicide	2
Suspicious Activity	103
Suspicious Package	2
Test	0
Theft	35
Theft - From a Vehicle	5
Theft - of a Vehicle	6
Threat to Life	2
Threatening Suicide	3
Tow Release	4
Traffic Hazard	76
Transport	2
Trespassing	13
Traffic Stop	1153
Unknown Call for Police	0
VIN Check	47
Wanted	2
Warrant Service	16
Weapons Complaint	3
Welfare Check	44
	2451

Westfield Police Department

June 2018

Total # of Calls by Day of Week

DAY	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun
Sunday	578	528	225	245	321	199	265	224	233	286	345	299	223
Monday	699	789	322	282	323	307	239	310	307	300	344	335	304
Tuesday	707	700	376	303	419	290	282	313	324	304	346	375	353
Wednesday	630	651	358	310	285	388	237	329	303	350	341	419	335
Thursday	834	619	380	327	288	312	257	305	263	366	313	426	360
Friday	802	631	351	500	344	300	333	320	313	454	334	340	429
Saturday	591	611	330	391	267	248	315	293	300	450	348	305	447
TOTAL	4841	4529	2342	2358	2247	2044	1928	2094	2043	2510	2371	2499	2451



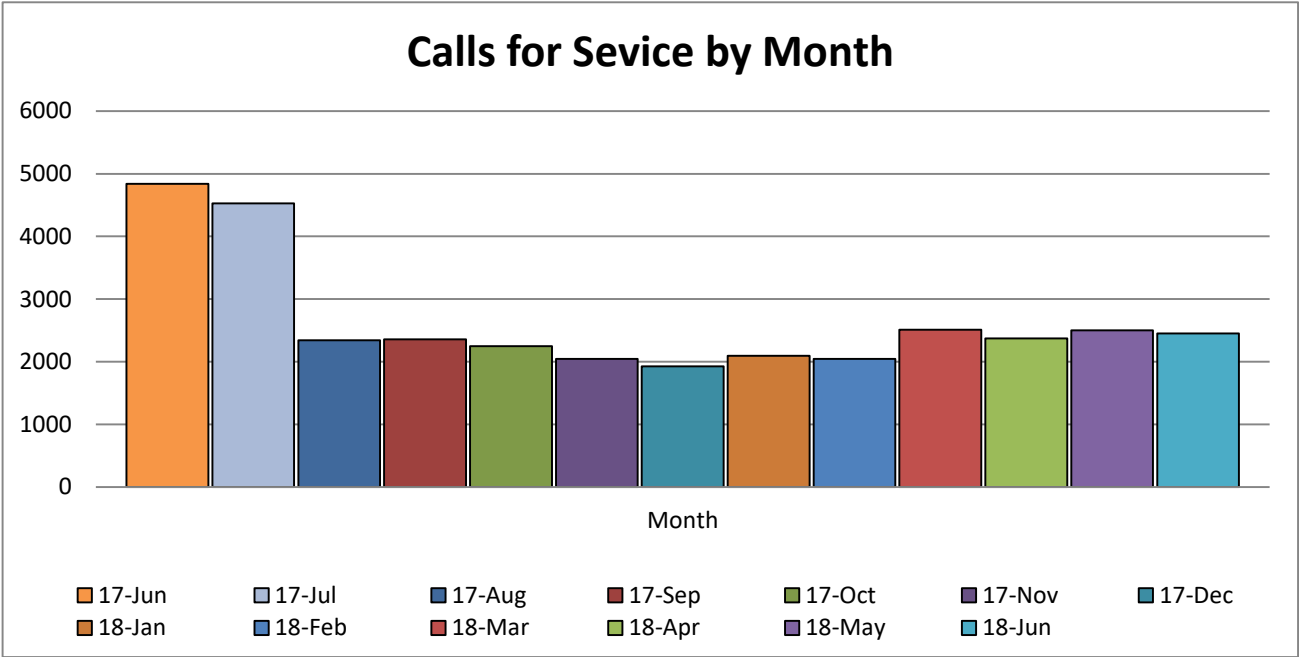
Westfield Police Department

June 2018

Total # of Calls by Hour of Day

HOURL	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun
0	158	156	101	100	93	74	77	66	73	82	99	90	96
1	153	139	49	69	53	46	44	51	46	62	53	62	78
2	180	143	34	49	40	33	35	37	34	38	56	55	43
3	129	114	25	34	35	17	27	34	23	27	34	30	30
4	121	105	27	25	31	13	18	27	12	11	20	13	29
5	197	221	22	18	16	20	20	24	30	13	20	18	20
6	278	255	54	35	35	38	41	52	50	66	65	64	67
7	255	190	97	110	102	79	77	76	58	99	119	111	128
8	290	223	119	133	149	140	95	72	72	113	106	125	101
9	249	207	93	111	132	116	98	105	106	132	105	142	133
10	278	260	132	169	172	181	123	121	155	157	118	158	158
11	178	200	99	104	123	126	102	93	94	114	118	135	101
12	177	183	132	106	105	134	104	81	74	124	131	99	117
13	216	196	161	145	130	92	102	125	125	159	115	126	140
14	226	228	152	131	140	114	119	135	144	159	133	135	155
15	206	199	122	142	125	125	117	96	122	136	150	139	131
16	189	153	111	127	95	83	84	105	74	130	111	118	122
17	224	152	111	96	81	70	103	106	84	112	124	101	116
18	246	267	123	114	112	126	107	179	143	182	155	168	142
19	214	211	112	121	108	90	122	160	156	186	146	175	120
20	123	115	87	85	79	62	83	71	79	93	89	92	80
21	119	148	105	82	75	62	54	82	69	82	66	93	106
22	192	248	145	123	109	102	87	111	105	122	118	127	132
23	243	216	129	129	107	101	89	85	115	111	120	123	106
TOTAL	4841	4529	2342	2358	2247	2044	1928	2094	2043	2510	2371	2499	2451

Westfield Police Department
June 2018



Westfield Police Department

June 2018

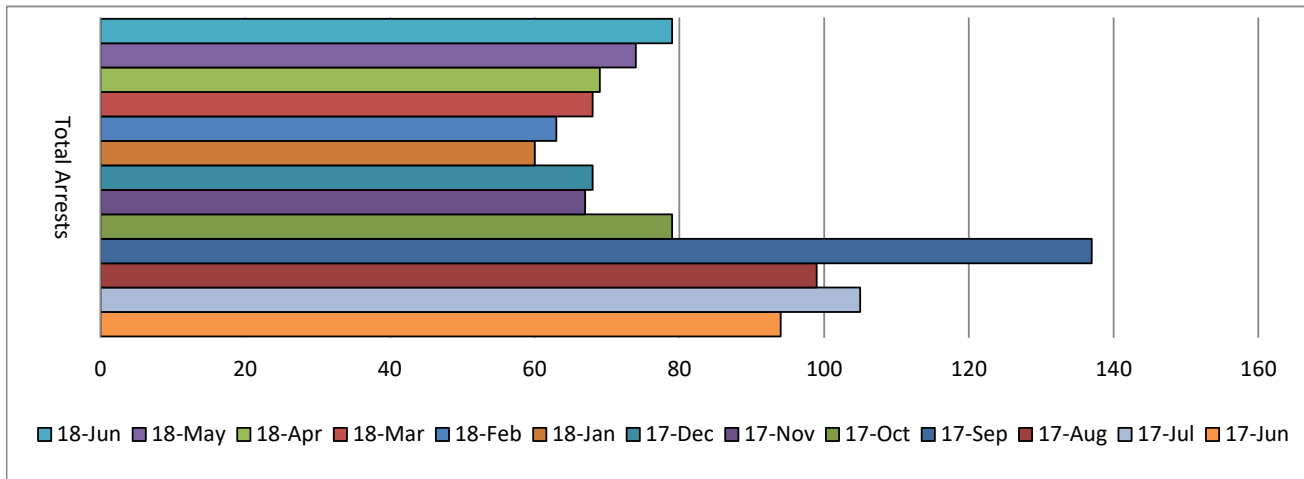
UCR OFFENSES

OFFENSE	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun
Arson	0	0	0	0	0	0	0	0	1	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	0	1	-1	0	0	0	0	1	0	0	1
Robbery	1	0	0	2	1	-1	1	0	1	0	0	0	0
Battery - Aggravated	1	0	0	0	0	1	1	0	1	2	0	0	0
Battery - Simple	10	12	11	15	12	19	14	11	21	11	16	24	11
Burglary	3	0	1	3	0	2	5	1	4	4	4	0	1
Theft	33	37	41	24	17	29	30	26	31	28	24	32	29
Motor Vehicle Theft	0	1	3	0	1	2	0	1	1	0	0	0	2
TOTAL	48	50	56	45	30	52	51	39	60	46	44	56	44

Westfield Police Department

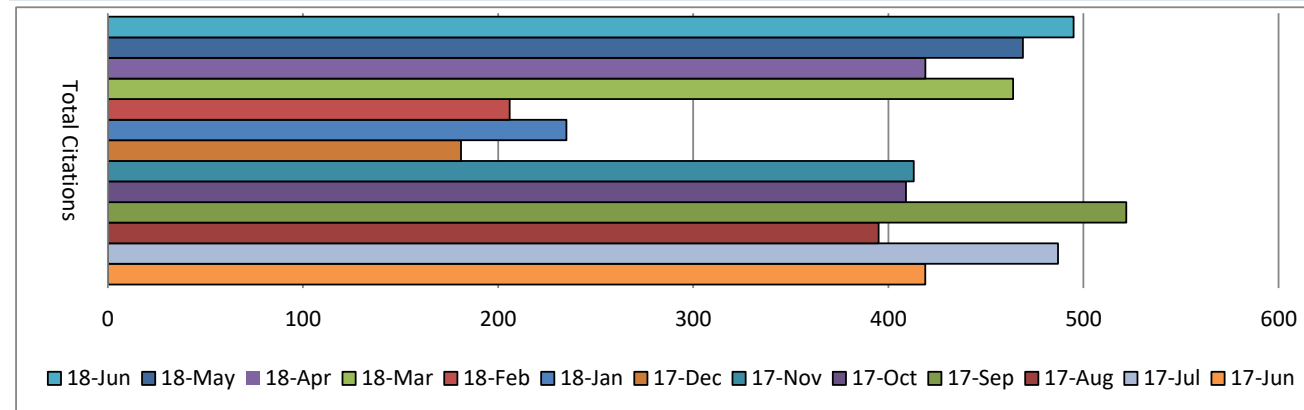
June 2018

Arrest Reports Taken	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun
Alcohol/ Drug Related	20	26	23	26	16	13	13	15	17	8	19	16	26
Felony Charges	7	11	13	16	7	20	18	5	14	3	10	5	21
Misdemeanor Charges	101	114	86	131	82	58	77	69	69	80	92	78	114
Total Arrests	94	105	99	137	79	67	68	60	63	68	69	74	79



Traffic	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun
Total Citations	419	487	395	522	409	413	181	235	206	464	419	469	495
Total Written Warning	1070	1135	1125	1113	1084	989	782	1036	1107	1307	1141	1105	1100
Total Traffic Accidents	65	51	61	58	49	49	77	54	44	55	60	80	47
Property Damage	59	44	48	51	44	45	68	48	40	46	53	73	40
Personal Injury	6	7	9	7	5	4	9	6	4	9	6	7	7
Fatality	0	0	0	0	0	0	0	0	0	0	1	0	0
Hit and Run*	5	5	4	5	6	2	3	7	3	1	6	2	6

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

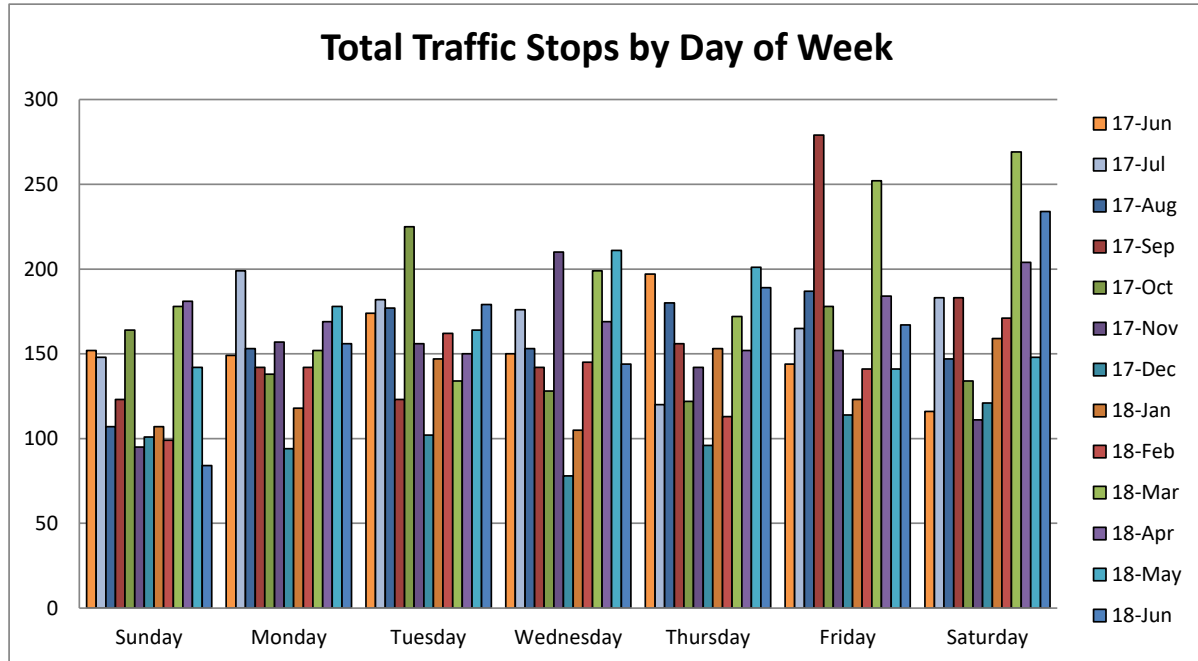


Westfield Police Department

June 2018

Traffic Stops by Day of Week

Day:	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun
Sunday	152	148	107	123	164	95	101	107	99	178	181	142	84
Monday	149	199	153	142	138	157	94	118	142	152	169	178	156
Tuesday	174	182	177	123	225	156	102	147	162	134	150	164	179
Wednesday	150	176	153	142	128	210	78	105	145	199	169	211	144
Thursday	197	120	180	156	122	142	96	153	113	172	152	201	189
Friday	144	165	187	279	178	152	114	123	141	252	184	141	167
Saturday	116	183	147	183	134	111	121	159	171	269	204	148	234
TOTAL	1082	1173	1104	1148	1089	1023	706	912	973	1356	1209	1185	1153



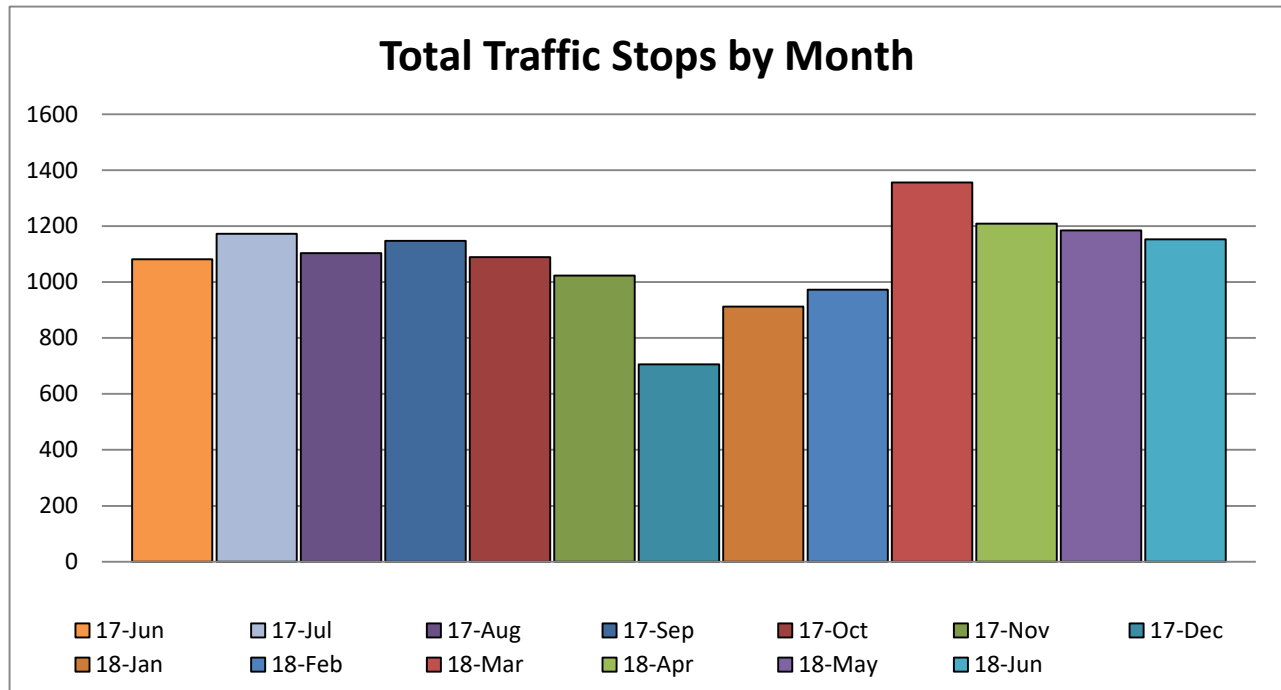
Westfield Police Department

June 2018

Traffic Stops by Hour of the Day

Hour:	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec	18-Jan	18-Feb	18-Mar	18-Apr	18-May	18-Jun
0	57	50	67	71	60	50	47	40	44	59	69	59	63
1	25	32	31	47	30	28	20	24	31	44	36	36	41
2	22	24	15	30	21	21	19	18	23	31	44	35	28
3	18	11	11	16	21	7	11	11	13	12	25	14	15
4	10	6	6	8	13	7	6	9	7	4	7	4	8
5	2	1	6	3	2	5	3	9	13	7	7	7	10
6	21	39	28	17	19	23	19	32	31	42	53	42	44
7	78	52	63	67	72	64	47	34	22	58	86	77	98
8	108	75	69	79	93	84	55	34	25	62	49	57	51
9	105	76	54	53	66	69	21	46	52	67	47	76	74
10	89	93	65	92	85	100	54	58	62	94	71	80	82
11	42	61	35	45	57	67	28	35	34	57	41	51	28
12	43	45	48	45	37	55	25	19	23	43	43	29	32
13	52	73	86	66	59	34	37	44	53	78	62	49	61
14	53	74	77	68	59	59	52	40	69	94	55	60	78
15	45	51	40	59	56	57	30	33	41	73	60	51	62
16	43	23	51	48	26	24	13	18	24	48	37	35	64
17	38	25	31	17	19	18	8	20	13	20	31	18	38
18	56	82	49	49	38	45	41	115	77	109	88	94	58
19	46	67	43	56	58	32	40	99	97	124	74	94	51
20	13	23	29	26	34	17	22	20	32	39	34	28	14
21	14	24	44	26	28	24	13	41	31	35	22	29	30
22	46	94	83	78	63	59	42	51	73	85	80	79	61
23	56	72	73	82	73	74	53	62	83	71	88	81	62
TOTAL	1082	1173	1104	1148	1089	1023	706	912	973	1356	1209	1185	1153

Westfield Police Department
June 2018



Westfield Police Department
June 2018
Community Events

6/1/2018	Hamilton County Special Olympics Torch Run
6/2/2018	Pack The Cruiser
6/5/2018	Fallens Officer Blood Drive
6/7/2018	Touch A Truck
6/18/2018	Carey Ridge Elementary Police Department Visit
6/19/2018	Coffee With a COP
6/22/2018	Magnolia Springs Assisted Living Police Department Visit
6/29/2018	Coffee With a COP

Westfield Police Department

June 2018

Training

6/4-6/2018	Criminal Drug Interdiction Techniques and Concealment Location - Henriquez
6/7/2018	Monthly K9
6/11-15/18	RAIDER Level 1, 2, & 3 - Kang
6/13/2018	Women in Leadership - J. Carter, Henriquez, L. Carter
6/14/2018	Monthly ESU
6/25-28/18	Departmental Emergency Vehicle Operations



LANDSCAPING CONTRACT

FOR: City of Westfield
Attn: Phil Sundling
191st and Tomlinson Roundabout

PREPARED BY: Anthony Korty
Account Manager
(317) 846-0620 ext. 119
akorty@sundowngardens.com

Please find attached a copy of the estimate for the work we discussed. As you have the opportunity to review, please feel free to contact me with your thoughts and any questions you may have. Receipt of a signed copy of this estimate and initialed page (3) will finalize and schedule your services. Thank you and we look forward to working with you this season.

Landscape Installation

Materials:

- (1) Wild Fire Blackgum 2.5"
- (6) Rising Sun Redbud #30
- (7) Limelight Hydrangea #7
- (10) Mops Cypress #7
- (34) Green Gem Boxwood #3
- (16) Wine and Roses Weigela #3
- (12) Carefree Delight Rose #3
- (56) Little Bluestem #1
- (180) Brown Eyed Susan #1
- (144) Great Blue Lobelia #1
- (36) Autumn Joy Sedum #1
- (180) Variegated Liriope #1
- (10) Wall Washer Lights solid brass with bronze finish with LED bulb
- (14) Bullet Lights solid brass with bronze finish with LED bulb
- (1) 400w dual channel transformer
- Brown Dyed Mulch
- Pre-emergent
- Sod
- Connecticut Fieldstone
- 8x8x16 concrete cinderblock
- Concrete
- Mortar Mix
- #8 Washed Limestone
- Irrigation pipe, heads, wires, valves, and other components

Labor:

- Dig out footer for walls
- Pour 6" concrete footer with 3' deep anchor piers at the ends and every ~10' of wall
- Install Concrete block and mortar together
- Core fill wall with #8 washed stone for added mass
- Install Connecticut Fieldstone full bed veneer for face and cap of wall to mimic as closely as possible the style of the Chatham Hills neighborhood entrance walls are to be ~ 2' tall
- Backfill wall with #8 washed stone for drainage

- Install plants as shown on the landscape plan
- Install irrigation pipe and components and connect in to the existing irrigation system
- Install landscape lighting. Wall washers are to illuminate the walls gently and the bullet lights are to accent the trees.
- Install mulch in bed areas
- Install sod in areas that are to be turf.

Landscape Installation Estimate: \$ 41,974.00

Bid Clarifications

- Grade at the center of the roundabout needs to be 48" above top of curb. The bid above does not include any additional soil. Soil will need to be provided and installed by the city of westfield unless additional soil placement is quoted by Sundown and approved by the city in addition to the work listed above.
- Bid does not include water tap, water meter pit, or permit
- Bid does assumes owner to provide a 120 v electrical source for landscape lighting
- Bid assumes rough grade to be +/- 1" of finish grade
- Bid does not include performance or payment bond
- Bid does not include backfill with soil from off site
- Bid does not include maintenance after installation is completed
- Bid does include warranty per the terms and conditions below
- Bid does not include any amenities beyond what is included herein

SUNDOWN GARDENS, INC. TERMS AND CONDITIONS

Scope of Work: Client has requested that Sundown Gardens, Inc. ("Sundown") perform the work as specified in and for the charges set forth in the Proposal and as authorized by Client (hereinafter referred to as "Work"). Any change in the scope of Work must be in writing and signed by each of the parties hereto if the proposal total for the change shall be in excess of two hundred and fifty dollars (\$250.00). Any cancellations of work must be received in writing, at least (30) days prior to the start of the project and/or services.

Fee: Client shall pay Sundown for the items and services provided in the amount set forth in the Proposal ("Fee"). Invoices are due and payable upon receipt. Balances outstanding more than thirty (30) days after the invoice date shall be deemed delinquent and shall be subject to a monthly service charge of (2%). All items and services provided are deemed satisfactory and acceptable by client, unless Sundown Gardens is notified within thirty (30) days after completion of work. Client shall reimburse Sundown for all costs and expenses including, but not limited to, court costs attorney fees and any other cost of collection incurred by Sundown. **Failure to pay balance within thirty (30) days of the invoice date will render the warranty, as described below, null and void. Balances past due thirty (30) days will be subject to a Mechanic's Lien.**

Down Payment: Upon acceptance, Client shall pay to Sundown twenty-five percent (25%) of the total of the Fee if the Fee exceeds the sum of one-thousand dollars (\$1,000). This payment shall be denoted as a credit and shall be applied against the Fee at the time of invoicing.

Right of Entry/Site Preparation: Client will provide for right of entry for Sundown personnel and all equipment required completing the Work. Sundown is not responsible for the location, damage or repair of any underground utilities, irrigation, invisible fencing, wire or cables not marked by public utility companies. Sundown is not responsible for any damage, repair or loss of work time due to unknown site factors not visibly apparent and/or not disclosed by Client at the time of proposal. Such items include, but are not limited to, large underground rocks, stumps, concrete footers or construction debris. The Client is responsible for any additional charges that these items may incur.

Limitation of Liability: Client agrees that Sundown's liability arising from any services rendered or items provided as part of this Agreement, whether arising from acts, omissions or errors, shall not exceed Sundown's total Fee. Sundown is not liable for any indirect, incidental or consequential damages or lost profits based on the services rendered or items provided as part of this Agreement.

Claims: In the event that Client makes a claim against Sundown at law or otherwise, for any alleged error, omission, or act arising out of the performance of the services rendered or items provided under the Agreement, that cannot be mutually resolved without resort to litigation, and Client fails to prove such claim, then Client shall pay all costs incurred by Sundown in defending itself against the claim, including, without limitation, attorney's fees, court costs and other claim related expenses. Client agrees that for purposes of this Agreement, it has failed to prove its claim when the judgment in litigation is for a sum of money less than the highest sum offered by Sundown to resolve the matter prior to judgment.

Severability: In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect and binding upon the parties hereto.

Plant Warranty: Sundown shall provide Client with a credit toward the purchase of a replacement item in an amount equal to one-hundred percent (100%) of the purchase price for the items purchased and, if applicable, planted by the client and that do not live for thirty (30) days from the date of purchase. Sundown shall provide Client with a credit in an amount equal to fifty percent (50%) of the purchase price for any loss occurring thereafter within one year from the date of purchase.

Sundown shall provide Client with a credit toward the purchase of a replacement item in an amount equal to one hundred percent (100%) of the purchase price, including labor, for any item planted by Sundown that does not live for one (1) year from the date of invoice. All claims must be made i) within the applicable time frame, ii) by the Client under this agreement and, iii) with proof of purchase. Credit is based on the actual price paid and will be given on a one time basis. Credit will not be given on plants displaying common "seasonal die-back" that can be rejuvenated with proper pruning. No cash refunds are given. Plants discounted at forty percent (40%) or more are warranted only if planted by Sundown.

Warranty does not apply to annuals, perennials, ground covers, roses, house plants, live Christmas trees, plants in above-ground containers, sod, transplanted material relocated within client's property and any items marked "No Guaranty" or sold wholesale. Client is responsible for maintaining and providing appropriate care such as watering, fertilizing, pest control, pruning, mulching and weeding. Sundown reserves the right to inspect the plant and planting site. Sundown does not warrant against losses due to vandalism, theft, mechanical or chemical injury, animal or pest damage, neglect or "acts of God" such as wind, hail, ice, lightning, flooding or abnormal temperature extremes.

Hardscape Warranty: The following warranty covers residential hardscape installations purchased from and installed by Sundown Gardens, Inc. Sundown Gardens guarantees hardscape materials to the original purchaser (not transferrable or to be reassigned) and will replace at no cost, materials which are proven to be defective. Manufacturer material warranties are as follows:

Pavers & Block-style Retaining Walls	2 year limited warranty
Composite Decking Material	2 year limited warranty
Pressure Treated and Cedar Lumber	2 year limited warranty

Hardscape installation (**labor**) will be guaranteed against settlement, major shifting and separation for a period of 2 years. Warranty does not apply to damage caused by acts of God, vandalism or animals, or due to insufficient/improper drainage. Liability is limited to the replacement or repair of hardscape, with same or similar material (exact color matches are not guaranteed). This warranty does not cover against negligence and/or improper use by owner or others, additional labor beyond repair of damaged area, nor other consequential and/or incidental costs or damages. Replacements and/or repairs furnished under this Warranty shall not carry a new warranty, but shall carry only the unexpired portion of the original Warranty provided. As described above, this warranty shall be the sole and exclusive warranty granted by Sundown Gardens and shall be the sole and exclusive remedy available to the original purchaser of hardscape. Corrections, in the manner and for the periods of time described herein, shall constitute complete fulfillment of all liabilities and responsibilities of Sundown Gardens to the purchaser and shall constitute full satisfaction of all claims, whether based on contract, negligence, strict liability or otherwise. Warranty will be void and shall not apply to any materials which were originally installed by Sundown Gardens, but which were subsequently repaired, adjusted, or modified by an individual or entity other than Sundown Gardens or its authorized representative. This warranty is subject to payment of the original invoice being made within the terms of sale, customer account being current and is limited to a one-time replacement.

All proposals are to be accepted based on the warranty provided herein and no other warranty or guarantee of any kind, expressed or implied, is to be assumed by Client.

Integration: This Agreement and the documents attached hereto and which are incorporated herein constitute the entire Agreement between the parties and cannot be changed or modified except by written instrument signed by both parties.

Governing Law: This Agreement shall be governed and construed in accordance with the laws of the State of Indiana.

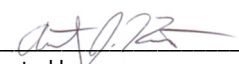
Initial _____

Services above will be invoiced upon completion, unless specific billing and payment terms are pre-arranged. Above pricing will be valid for 30 days.

I have read, understand and agree to all terms and conditions as stated on this proposal consisting of (3) pages total, including terms and conditions on page (3). I accept and approve the work and fee(s) as stated herein.

Client Signature

Date



Estimated by:
Anthony Korty – Sundown Gardens

UTILITY REIMBURSEMENT AGREEMENT
(Local Government – Easement/Road To Road - Evergreen)
City of Westfield – Ditch Rd Phase II
(Revised 8/13/12)

THIS AGREEMENT, made and effective this 10th day of July, 2018, is by and between Duke Energy Indiana, LLC, an Indiana electric public utility limited liability company (hereinafter referred to as "DEI"), and the City of Westfield, in Indiana (hereinafter referred to as "the Local Government").

WITNESSETH:

WHEREAS, as an Indiana public utility, DEI has the right under Indiana law to construct, operate and maintain its utility facilities upon Indiana public road right of way including but not limited to, Ditch Rd and State Rd 32 in Westfield, Indiana; and

WHEREAS, DEI has constructed and now operates and maintains certain electric line facilities near or adjoining Ditch Rd and State Rd 32, all of which are more particularly depicted or described on the attached Exhibit "A" (hereinafter referred to as "the Utility Facilities"); and

WHEREAS, the Local Government needs to make certain improvements to or within Ditch Rd and State Rd 32, and the Local Government and DEI have determined that the Utility Facilities will need to be relocated before this improvement can be made by the Local Government; and

WHEREAS, the Local Government has acquired or will acquire at the expense of the Local Government, a relocation area which is located upon public road right of way, which area DEI has determined is suitable and is hereinafter referred to as "said relocation area"; and

WHEREAS, the Local Government has requested DEI to relocate the Utility Facilities to said relocation area, as depicted or described on Exhibit "A," and

WHEREAS, DEI is willing to relocate the Utility Facilities to said relocation area; provided that the Local Government reimburses DEI for the costs incurred by DEI so to

do, and for any costs actually incurred by DEI in the future in the event the Utility Facilities need to be adjusted, removed, supported, altered, and/or relocated at any time or times (a) for another highway improvement project and/or (b) for any other project of the Local Government or other governmental entity; and

WHEREAS, the Local Government is willing to reimburse DEI for such present and future costs subject to the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual promises from, to and between DEI and the Local Government, hereinafter contained, DEI and the Local Government do hereby agree to and with each other, as follows:

SECTION I. DEI will relocate the Utility Facilities to said relocation area, as depicted or described on Exhibit "A" (hereinafter referred to as "the Work"). The preliminary estimated cost thereof is \$36,554.06 as shown on the attached Exhibit "B".

SECTION II. The Local Government shall reimburse DEI for the actual costs incurred by DEI to perform the Work within forty five (45) days after receiving a written, itemized statement from DEI. Said statement shall include supporting documentation to substantiate the claim. Such supporting documentation shall include, but shall not be limited to, copies of material invoices, time sheets, vendor and/or contractor invoices and other such documents as may be deemed necessary by the Local Government to support such invoice. DEI shall have the right to submit such statements for progress payments as the Work proceeds.

SECTION III. DEI shall not start the Work until the following has occurred:

(a) written notice has been given to DEI by the Local Government that (i) the Work has been authorized and funds are available to reimburse DEI, and (ii) all necessary public road right of way has been acquired for the Work,

(b) the Local Government has denoted the public road right of way line in the area of the Work, by staked survey at not more than 100 foot intervals with station markings,

(c) the Local Government has trimmed/removed all vegetation away from the public road right of way in the area of the Work, as reasonably determined by DEI, and

(d) the Local Government and DEI have executed this Agreement.

SECTION IV. The Local Government shall also reimburse DEI for any costs actually incurred by DEI in the future in the event the Utility Facilities need to be adjusted, removed, supported, altered, and/or relocated at any time or times (a) for another Local Government highway improvement project and/or (b) for any other project of the Local Government or other governmental entity.

SECTION V. DEI shall not discriminate against any employee or applicant for employment, in the performance of this Agreement, 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, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

SECTION VI. DEI shall indemnify and hold harmless the Local Government from and against any and all legal liabilities and other expenses, claims, costs, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property arising out of the Work (hereafter "Claim"); provided, however, that where the Local Government is negligent or engages in intentional misconduct with respect to the occurrence or occurrences giving rise to the Claim, DEI shall have no duty to indemnify and hold harmless the Local Government.

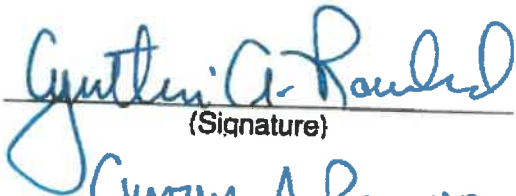
(Remainder of page intentionally left blank.)

Tax Cuts and Jobs Act Change in Law Relating to Contributions in Aid of Construction (CIAC)

Pursuant to the Tax Cut & Jobs Act (TCJA) that was signed into law effective as of December 22, 2017, section 118 of the U.S. Internal Revenue Code was modified to exclude from non-taxable treatment any contribution in aid of Construction or any other contribution as a potential customer, as well as any contribution by any governmental entity or civic group. As a result of the TCJA the work performed by Utility under this Agreement, will be subject to a tax gross up (the "Tax Gross Up Payment"); provided however, the TCJA contains a limited transition rule which provides that a contribution made pursuant to a "master development plan" that was approved prior to the effective date of the TCJA by a governmental entity is governed by prior law, and therefore may not be taxable. If the Work is later determined to be non-taxable, the Tax Gross Up Payment will be returned to the Local Public Agency.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by through their duly authorized representatives, effective the date first above written.

DUKE ENERGY INDIANA, LLC


(Signature)

CYNTHIA A. ROWLAND
(Name, Printed or Typed)

SR. ENG. TECH
(Position)

City of Westfield

By: _____

Printed Name: _____

Printed Title: _____

Dated: _____

By: _____

Printed Name: _____

Printed Title: _____

Dated: _____

By: _____

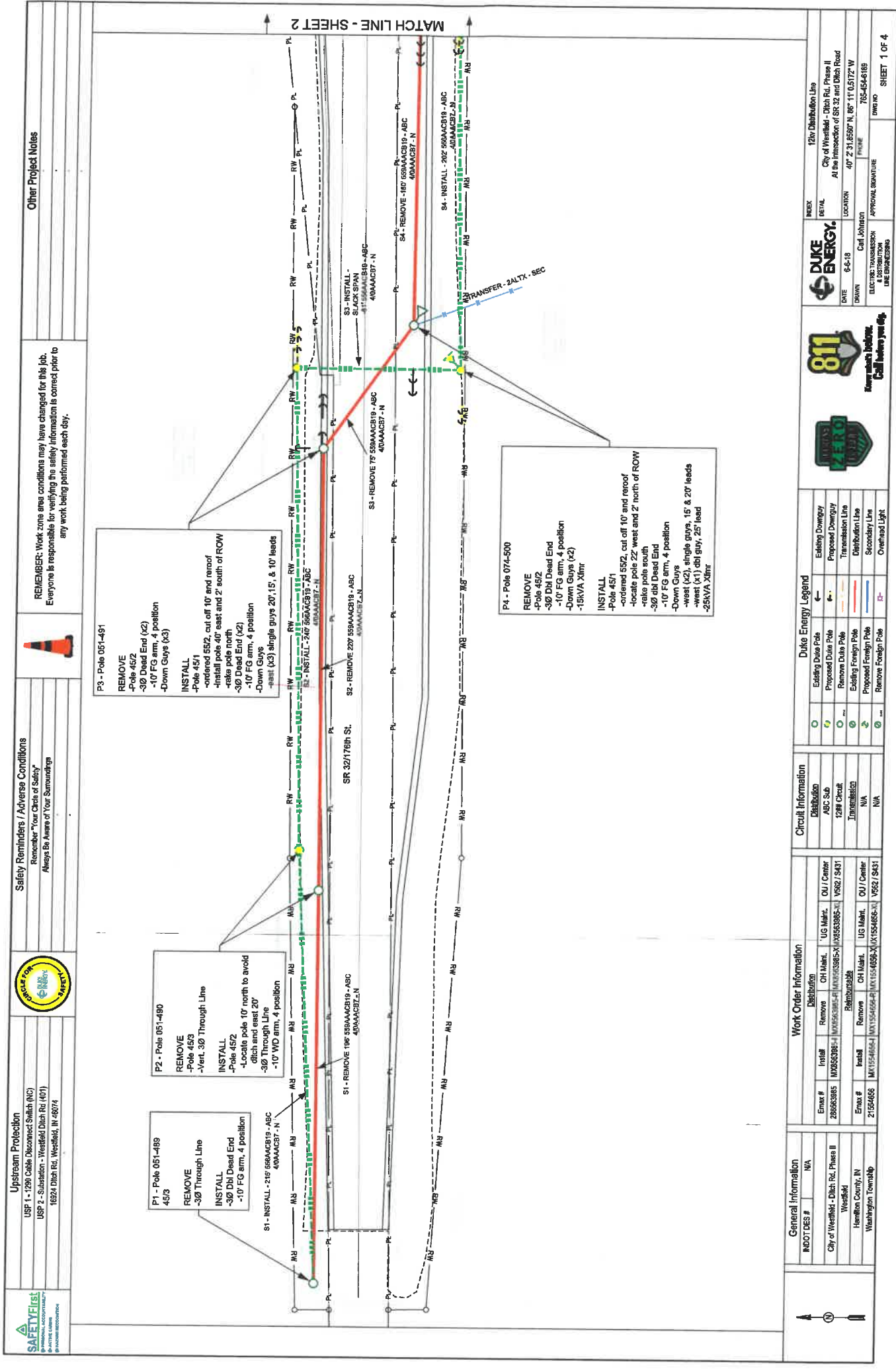
Printed Name: _____

Printed Title: _____

Dated: _____

Attest:

-Treasurer



Other Project Notes

REMEMBER: Work zone area conditions may have changed for this job. Everyone is responsible for verifying the safety information is correct prior to any work being performed each day.

Safety Reminders / Adverse Conditions



Upstream Protection

USP 1 - 1200 Cable Disconnected Switch (NC)
USP 2 - Substation - Westfield Ditch Rd (401)
16324 Ditch Rd, Westfield, IN 46074

General Information

PROJECT #	N/A
City of Westfield - Ditch Rd, Phase II	
Westfield	
Hamilton County, IN	
Washington Township	

Work Order Information

Enact #	Install	Remove	OH Maint.	UG Maint.	OU / Center
26552385	MD553385-X	MD553385-X	MD553385-X	MD553385-X	V562 / S431
2152465	MD553385-X	MD553385-X	MD553385-X	MD553385-X	V562 / S431

Circuit Information

Distribution	ABC Sub	12M Circuit	Transmission
N/A	N/A	N/A	N/A

Duke Energy Legend

Existing Pole Pole	Proposed Pole Pole	Existing Foreign Pole	Proposed Foreign Pole	Remove Foreign Pole
○	●	○	●	○

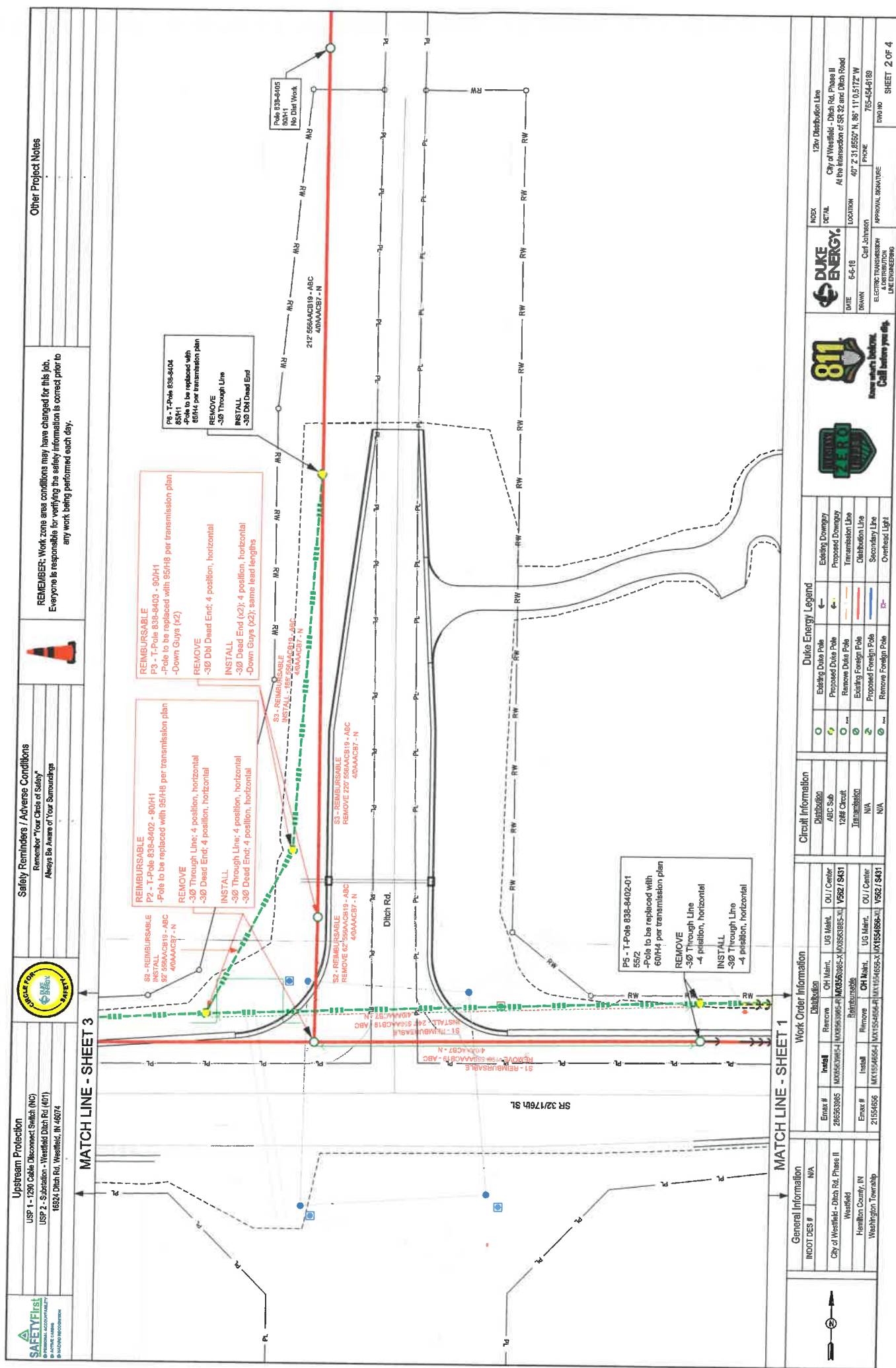
Existing Dismantle

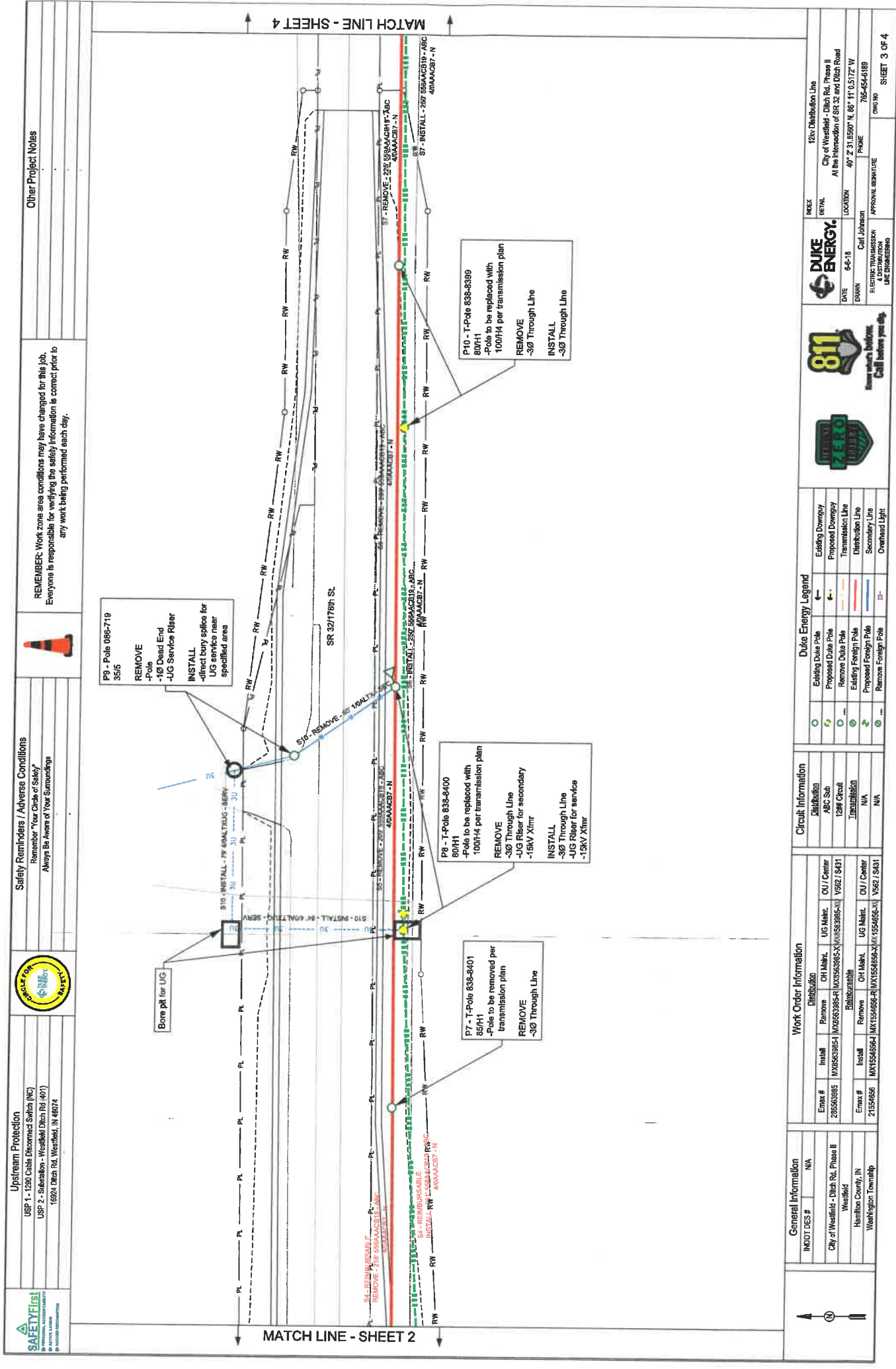
○	●	○	●	○	●	○	●	○	●
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811 logo with text: Know what's below. Call before you dig.

DUKE ENERGY logo and project details

INDEX	12th Distribution Line
RETAIL	City of Westfield - Ditch Rd, Phase II
LOCATION	All the Intersection of SR 32 and Ditch Road
DATE	6-6-18
DRAWN	6-6-18
APPROVAL SIGNATURE	Carl Johnson
ELECTRIC TRANSMISSION & DISTRIBUTION	765-654-6165
DWG NO	
SHEET	1 OF 4





Other Project Notes

REMEMBER: Work zone area conditions may have changed for this job. Everyone is responsible for verifying the safety information is correct prior to any work being performed each day.



Safety Reminders / Adverse Conditions

Remember "Your Circle of Safety"
Always Be Aware of Your Surroundings



Upstream Protection

USP 1 - 1200 Cells Disconnected Station (NC)
USP 2 - Substation - Westfield Ditch Rd 401
15924 Ditch Rd, Westfield, IN 46074



General Information		Work Order Information		Circuit Information		Duke Energy Legend		DUKE ENERGY		12kV Distribution Line	
PROJECT DES #	N/A	Enx #	Install	Remove	OH Maint.	UG Maint.	OU / Center	Enx #	Install	Remove	OH Maint.
City of Westfield - Ditch Rd, Phase II		285263885	MX1554662	MX1554662-R	MX1554662-X	MX1554662-X	V562 / S431	285263885	MX1554662	MX1554662-R	MX1554662-X
Westfield							V562 / S431				
Hamilton County, IN											
Washington Township											
DATE	6-6-18	Enx #	Install	Remove	OH Maint.	UG Maint.	OU / Center	DATE	6-6-18	Enx #	Install
APPROVAL SIGNATURE	Carl Johnson	2154666	MX1554662	MX1554662-R	MX1554662-X	MX1554662-X	V562 / S431	APPROVAL SIGNATURE	Carl Johnson	2154666	MX1554662
ELECTRICITY DIVISION	LINE ENGINEERING							ELECTRICITY DIVISION	LINE ENGINEERING		
DWG NO	785-454-6169							DWG NO	785-454-6169		
SHEET	3 OF 4							SHEET	3 OF 4		

CU Estimate

Job Cost Summary

Sorted by: Site, Employee Name

Report Last Refreshed on:

06/06/2018 12:13

Estimate Request:	2489838	MXCONV-City of Westfield - Ditch Road Phase 2 - SR 32 and Ditch Rd1	Request Type:	JOB
Work Site:	TD-IN			
Master WO:	21554656	MXCONV-City of Westfield - Ditch Road Phase 2 - SR 32 and Ditch Rd		
Estimate Version:	1	MXCONV-City of Westfield - Ditch Road Phase 2 - SR 32 and Ditch Rd1	Estimate Type:	DESIGN
Estimated On:	06/06/2018	At:	By:	452186

CU Estimate

Job Cost Summary

Sorted by: Site, Employee Name

Report Last Refreshed on:

06/06/2018 12:13

	Internal	External	Total
Labor Hours:			
Labor Hours - On Site:	271.72		271.72
Labor Hours - Off Site:	0	0	0
Total Labor Hours:	271.72	0	271.72
Costs			
Labor Cost:	19501.35	0	19501.35
Services Cost:		0	0
Tools Cost:	0	0	0
Total Labor, Services, & Tools Cost:	19501.35	0	19501.35
New Material Cost:	8005.22	0	8005.22
Less Salvage:	0		0
Total Material Cost:	8005.22	0	8005.22
Total Overheads:			9047.49
Total Gross Cost:			36554.06
Less Applied Contributions:			0
Total Net Cost:			36554.06
Plus Total Deferred Cost:			0
Total Estimated Cost:			36554.06

Show Report Criteria

CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services (“Vendor Contract”) is made and entered into as of the 6th day of June, 2018, by and between City of Westfield (“Contracting Party”) and Millennium Contractors, LLC (“Vendor”).

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of Contracting Party and Vendor, intending to be legally bound, hereby agree as follows:

- A. **Basic Terms.** This Vendor Contract is on the following basic terms and conditions:
- (a) Goods and/or services provided by Vendor: (See Exhibit B attached hereto and made a part hereof).
 - (b) Location: 19000 Grand Park Boulevard, Westfield, Indiana 46074 (the “City Property”)
 - (c) Date by which the Services shall be completed: To start June 8th, 2018 and complete by July 6, 2018 (the “Completion Date”).
 - (d) Purchase Price: Thirty Five Thousand One Hundred Thirty Eight Dollars and 75/100, \$35,138.75 (see Proposal dated June 4, 2018 - Exhibit B).
 - (e) Liquidated Damages shall be assessed at \$500.00 per day for each day work is not complete after the specified completion dates.
 - (f) The Contracting Party provides two payment options to vendors for payment of approved invoiced amounts. They are as follows:
 - a. Option #1: Traditional – Invoices shall be payable within forty-five (45) days following Contracting Party’s receipt and approval of an invoice at the address specified below.
 - b. Option #2: Preferred – Invoices are payable within 7 days following Contracting Party’s receipt and approval of an invoice at the address specified below if vendor accepts MasterCard.
 - (g) The Contract Documents include:
 - a. This Goods and Services agreement
 - b. “Contract and Specifications for GPEC Sidewalk Construction” dated June 4, 2018 inclusive of all sections and appendixes.

Should there be any conflict within the Contract Documents, the most stringent shall govern.

(h) Addresses:

If to Contracting Party (other than Invoices): Invoice Address:

City of Westfield
Department of Public Works
Attn: Michael Pearce
2706 East 171st Street
Westfield, Indiana 46074

mpearce@westfield.in.gov w/ CC to
ap@westfield.in.gov or
City of Westfield
Attn: Accounts Payable
2728 East 171st Street
Westfield, Indiana 46074

If to Vendor:

Millennium Contractors, LLC
1401 S Holt Rd
Indianapolis, IN 46241

B. **Contract Terms and Conditions.** This Vendor Contract is subject to the contract Terms and Conditions set forth in paragraphs 1-26 attached hereto and made a part hereof, the Project Changes, Attachment 1, and Exhibits attached hereto and made a part hereof. Parties stipulate that this agreement supersedes any and all other contracts, agreements or understandings between the Parties related to the subject matter herein is to be read strictly as the scope set forth in this agreement. The terms and conditions of prior contract(s), including but not limited to, annual support and maintenance as well as confidentiality, are not superseded by this agreement.

C. **Amendment.** No alteration, addition, deletion or modification of the Vendor Contract shall be valid or binding unless made in accordance with the contract terms and conditions set forth in this Vendor Contract.

D. **Project Changes to the Vendor Contract documents.** Project-specific changes to this Vendor Contract are set forth in Attachment 1 to this contract. The project-specific changes modify, add to and delete from the language of this Vendor Contract. Where any language of this Vendor Contract conflicts or is inconsistent with the project-specific changes, the project-specific changes shall control and govern. Where any project-specific language of this Vendor Contract conflicts or is inconsistent with other project-specific changes, the project-specific language that is most favorable to the Contracting Party shall control and govern.

CONTRACT TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT, ACCEPTANCE:** Vendor has read and understands this Vendor Contract, and agrees that Vendor's written acceptance or commencement of any work or service under this agreement shall constitute Vendor's acceptance of these terms and conditions.

2. **PERFORMANCE:** Vendor hereby agrees to provide all goods and services necessary to perform the requirements of this Vendor Contract and to execute its responsibilities hereunder by following and applying at all times the highest professional and technical guidelines and standards. Contracting Party reserves the right at any time to direct changes, or cause Vendor to make changes in the goods and services or to otherwise change the scope of the work covered by this Contract with a signed Change Order executed by both parties, and Vendor agrees to make such changes promptly. Any difference in price or time for performance resulting from such changes shall

be equitably adjusted by Contracting Party after receipt of documentation in such form and detail as Contracting Party may reasonably require.

3. **TIME AND PERFORMANCE:** The work and services under this Contract shall be completed no later than the Completion Date. The Vendor shall submit for Contracting Party's approval a detailed schedule for the performance of the work and services which shall include allowances for periods of time required for Contracting Party's review and approval of submissions by Vendor. Time limits established by this detailed schedule shall be consistent with the Completion Date. Time is of the essence of this Vendor Contract. If the Vendor fails to comply with Section A; Basic Terms, Paragraph c, [Completion Date], the Vendor shall be subject to any and all consequential damages unless the delays are beyond the reasonable control of the Vendor.

4. **PRICE TERMS:** All of the prices, terms and warranties granted by Vendor herein are at least as favorable to Contracting Party as those offered by Vendor to other customers purchasing similar professional services under the same material term and conditions. Vendor agrees that it will pass on to Contracting Party any discounts and/or savings for prompt payment or rebates for quantity purchasing it receives.

5. **DISCLOSURE, WARNINGS AND INSTRUCTIONS:** If requested by Contracting Party, Vendor shall furnish promptly to Contracting Party, in such form and detail as Contracting Party may direct, a list of all ingredients or components to any goods specified hereunder, including the quality or concentration thereof and any other information relating thereto. Prior to and with the delivery of any recommended goods to be purchased hereunder, Vendor agrees to furnish to Contracting Party sufficient warning and notice in writing (including appropriate labels on goods, containers and packing) of any hazardous material which is an ingredient or a party of any of the goods, together with such special handling instructions as may be necessary to advise the City of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in respect of such goods. Vendor and any subcontracted party associated with Vendor for goods and services provided by this agreement shall maintain at the job site all Material Safety Data Sheets (MSDS) for all products used on the job site. Such MSDS sheets shall be available for inspection upon request.

6. **FORCE MAJEURE:** Any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, or court injunction; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within ten (10) days after discovery of the cause of such delay. During the period of such delay or failure to perform by Vendor, Contracting Party, at its option, may purchase goods or services from other sources and reduce its schedules to Vendor by such quantities, without liability to Vendor, or have Vendor provide the goods from other sources in quantities and at times requested by Contracting Party at the price set forth in this Contract.

7. **LIENS:** Vendor shall not cause or permit the filing of any lien related to its services. In the event any such lien is filed and Vendor fails to remove such lien of record within thirty (30) days after the filing thereof, by payment or bonding, Contracting Party shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense. Vendor shall indemnify and

hold harmless Contracting Party from and against any and all liability, loss, judgments, costs and expenses, including reasonable attorneys' fees, incurred by Contracting Party in connection with any such lien.

8. **DEFAULT:** In the event Vendor commits any of the following (each, a "Default"): (a) repudiates or breaches any of the terms of this Contract, including, without limitation, Vendor's representations; (b) fails to perform services or deliver goods as specified by Contracting Party; (c) fails to make progress for reasons within the Vendors control so as to endanger timely and proper completion of services, and does not correct such failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Contracting Party specifying such failure or breach; or (d) becomes insolvent, files, or has filed against it, a petition in bankruptcy, for receivership or other insolvency proceeding, makes a general assignment for the benefit of credits or (if Vendor is a partnership or corporation) dissolves, Contracting Party shall have the right (1) to terminate all or any part of this Contract, without liability to Vendor; (2) to perform or obtain, upon such terms and in such manner as it deems appropriate in its sole discretion, the services which were to be provided by Vendor and Vendor shall be liable to Contracting Party for any reasonable and immitigable excess costs above the costs of this contract incurred by Contracting Party in performing or obtaining such similar services; and (3) to exercise any other right or remedy available to Contracting Party at law or in equity and except to the extent of any betterment realized by the Contracting Party.

9. **LIMITATION OF CONTRACTING PARTY'S LIABILITY:** Vendor agrees that Vendor shall look solely to Contracting Party's interest in and to the City property, including, without limitation, any management fee, if applicable, subject to prior rights of any mortgagee or ground lessee of the City property, for collection of any judgment (or other judicial process) requiring payment of money by Contracting Party in the event of default or breach by Contracting Party of any of the covenants, terms or conditions of this Contract to be observed or performed by Contracting Party, and that no other assets of Contracting Party shall be subject to levy, execution or other process for satisfaction of Vendor's remedies. Vendor shall not be liable to the mortgage or ground lessee for any claims under this contract.

10. **REQUIRED INSURANCE AND INDEMNIFICATION:**

- (a) Vendor shall purchase and maintain the following insurance, with the following limits, in connection with any claims that may arise out of or result from Vendor's operations, whether performed by Vendor or anyone for whose acts Vendor may be liable:

Worker's Compensation	Required.
Employer's Liability	\$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limits.
Commercial General Liability (CG0001) , including Personal Injury, Premises Operations, including explosion, collapse or underground property damage hazards, including costs to repair or replace damaged work. (The Commercial General Liability Insurance may be arranged under	\$1,000,000 Per Occurrence and \$2,000,000 General Aggregate.

a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy).	
Commercial Automobile Liability , including Owned, Non-Owned and Hired Car coverages.	\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage.

- (b) The insurance shall be procured from companies authorized to do business in the state of Indiana. Except as otherwise expressly set forth herein, coverage shall be on an occurrence basis. All insurance procured or maintained by Vendor on which the Contracting Party is an additional insured, shall be primary. Any insurance maintained by Contracting Party shall be considered excess and non-contributory. Vendor shall permit Contracting Party to examine the actual policies upon request at the Vendor's offices where the policy is stored.
- (c) A Certificate of Insurance acceptable to Contracting Party shall be submitted to Contracting Party prior to commencement of any work hereunder, including, without limitation, a certificate issued by the Industrial Board or other appropriate agency in the State of Indiana showing that the Worker's Compensation and other employee benefit insurance is in full force and effect. Each insurer shall possess an A.M. Best's rating of no less than A-VIII as of inception of this Contract. The Certificate of Insurance shall contain a provision that coverage shall not be canceled unless at least thirty (30) days' prior written notice has been given to Contracting Party. The Certificate of Insurance shall name the Contracting Party as an additional insured with respect to all but the Worker's Compensation, Employee Liability, and Professional Liability coverage. The additional insured endorsement shall state that coverage is afforded the additional insured as primary and non-contributory. In addition, each Certificate of Insurance shall provide that the Certificate Holder is the Contracting Party, c/o City of Westfield. Vendor shall not have earned any fees nor be due any payments hereunder unless and until such Certificate of Insurance is received by Contracting Party.
- (d) Vendor shall indemnify and hold harmless Contracting Party, and its employees from and against any and all liability, claim, damage, loss or expense (including, without limitation, court costs and reasonable attorneys' fees) to the extent caused by any negligence of the Vendor, its employees or sub Vendors, in the performance of the services under this contract, but not to the extent arising directly out of the negligence of Contracting Party. This subparagraph (d) shall survive the expiration or termination of this Contract.
- (e) Without limiting anything set forth in this paragraph 10, the following additional insurance coverage limits are required for the professional engineering services specifically required by the scope of the contracted goods and services: \$1,000,000 per claim and \$1,000,000 general aggregate professional liability, with retroactive coverage to the earlier of date of execution of Contract and commencement of any work and coverage for a minimum period of two (2) years after professional services completion.

- (f) If Vendor fails to maintain the insurance as set forth herein, Contracting Party may terminate this Contract immediately or, at the option of Contracting Party, Contracting Party may obtain insurance on the Vendor's behalf and offset the cost of insurance related to the contracted services against any payments due Vendor.

11. **SAFETY**: Vendor shall, related to the services hereunder, fully observe any and all known federal, state and local safety performance standards and all additional applicable laws, ordinances, rules, regulations and orders of public authorities having jurisdiction over the work area. Without limiting the foregoing, Vendor shall also comply with Contracting Party's Project Rules, a copy of which is attached hereto as Exhibit A and made a part hereof. Compliance with such standards, laws, ordinances, rules, regulations and orders shall be at the sole cost of Vendor. Violations can and/or will result in immediate corrective and disciplinary actions being taken, including, without limitation, termination of this Contract. If this Contract is terminated pursuant to this paragraph 11, Contracting Party shall not be required to make any further payments to Vendor except for conforming goods and services rendered prior to such termination. A safety representative employed by Contracting Party or an insurer may, from time to time, conduct safety inspections and submit safety findings. Vendor shall, at its expense, implement any reasonable abatement procedures recommended by such safety representative or insurer related to the contracted services.

12. **SETOFF**: In addition to any right of setoff provided by law, all amounts due Vendor shall be considered net of indebtedness of Vendor to Contracting Party, and Contracting Party may deduct any amounts due or to become due specific to the goods and services provided for the project from Vendor to Contracting Party and its affiliates and subsidiaries except those covered under the indemnification obligation from any sums due or to become due from Contracting Party to Vendor.

13. **DISPUTE RESOLUTION**: all claims, counterclaims disputes and other matters in question between the parties hereto arising out of or relating to this Contract, or breach thereof, shall be presented to non-binding mediation, subject to the parties agreeing on a mediator.

14. **ADVERTISING, PUBLICITY AND PUBLIC RELATIONS**: Vendor shall not, without first obtaining the express written consent of Contracting Party, in any manner advertise or publish the fact that Vendor has contracted to furnish Contracting Party the goods and services herein contracted, or use any trademarks or tradenames of the City's advertising, promotional materials or web sites. In the event of Vendor's breach of this provision, Contracting Party shall have the right to terminate the undelivered portion of any services covered by this Contract and shall not be required to make further payments except for conforming services rendered prior to cancellation.

15. **GOVERNMENT COMPLIANCE**: Vendor agrees to comply with all present federal, state and local laws, orders, rules, regulations, codes and ordinances which may be applicable to Vendor's performance of its obligations under this Contract, and all provisions required thereby to be included herein, are hereby incorporated by reference. Vendor agrees to indemnify and hold harmless Contracting Party from and against any loss, damage, liability, cost or expense (including, without limitation, attorneys' fees) resulting from any violation of such laws, orders, rules, regulations, codes or ordinances by Vendor.

16. **NO IMPLIED WAIVER**: The failure of either party at any time to require performance by the other party of any provision of this Vendor Contract shall in no way affect the right to require such performance by any time thereafter, nor shall the waiver of either party of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision.

17. **NON-ASSIGNMENT:** Vendor shall not assign or pledge this Vendor Contract whether as collateral for a loan or otherwise and shall not delegate its obligations under this Contract without Contracting Party's express written consent.

18. **RELATIONSHIP OF PARTIES:** Vendor and Contracting Party are independent contracting parties and not agents, employees, partners, joint ventures or associates of one another, and nothing in this Contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. 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 purpose whatsoever. Vendor shall pay all wages and appropriate expenses of its employees, including, without limitation, all federal, state and local taxes, social security taxes and other employment or personnel taxes or assessments. Contracting Party shall not be liable for any injury (including death) to any persons, or any damages to any property incurred in connection with the performance of this Contract, to the extent caused by Vendor's fault or negligence.

19. **GOVERNING LAW:** This Contract is to be construed in accordance with and governed by the laws of the State of Indiana that includes, but not limited to Indiana Code 5-16-6, 5-16-8, 5-16-9, 5-16-13, and 5-16-14.

20. **SEVERABILITY:** If any term of this Contract is invalid or unenforceable under any statute, regulation, ordinance, or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, contract or rule, and the remaining provisions of this Contract shall remain in full force and effect.

21. **NOTICE:** Any notice provided for in this Contract will be sufficient if given by certified mail return receipt requested, or by reputable overnight courier service, to the party to be notified at the address specified in the Contract. If sent electronically, the notice shall be deemed to have been given upon electronic conformation of receipt. If sent by overnight courier, the notice shall be deemed to have been given one (1) day after sending. If mailed, the notice shall be deemed to have been given on the date that is three (3) business days following mailing. Either party may change its address by giving written notice thereof to the other party.

22. **TERMINATION:** Contracting Party may terminate this Contract (a) immediately, in the event of a Default by Vendor, or (b) at any time without cause upon seven (7) days' prior written notice to Vendor. In the event of such termination, Vendor shall be entitled to receive only payment for conforming goods delivered as of the date of termination and compensation for goods and services which have been accrued pro rata as of the date of termination, after deduction of all of Contracting Party's costs and expenses, including, without limitation, attorneys' fees, incurred in connection with any Default by Vendor.

23. **ENTIRE AGREEMENT:** This Vendor Contract, together with any attachments, exhibits, or supplements, specifically referenced in this Vendor Contract, constitutes the entire agreement between Vendor and Contracting Party with respect to the matters contained herein and supersedes all prior oral or written representations and agreements. This Contract may only be modified by a written instrument executed by both parties. Each signatory that executes this Agreement on behalf of the Contracting Party stipulates that they have executed this Agreement with the proper authority duly granted to bind that respective Contracting Party.

24. **OFAC COMPLIANCE:** The Office of Foreign Assets Control (OFAC) prohibits US persons from entering into transactions with individuals, groups, and entities, such as terrorists, narcotics traffickers and those engage in activities related to the proliferation of weapons of mass destruction, collectively referred to as Specially Designated Nationals (“SDN”). If the name of Vendor or any individual in a management position with Vendor is discovered on the SDN list, published by OFAC, such discovery shall constitute a material breach of this Contract. Contracting Party shall promptly notify Vendor, which shall have three (3) days in which to provide to Contracting Party clear and convincing evidence that (a) neither Vendor nor any individual in a management position with Vendor is an SDN, (b) the transaction is authorized by OFAC or (c) a statutory exemption exists that permits Contracting Party to do business with Vendor. Should Vendor fail to do so, then Contracting Party shall terminate this Contract for cause without further notice or grace period.

25. **IRCA COMPLIANCE:** The Immigration Reform and Compliance Act of 1986 (IRCA) prohibits the employment of unauthorized aliens and requires all employers to: (1) not knowingly hire or continue to employ any person not authorized to work in the United States, (2) verify the employment eligibility of every new employee (whether the employee is a U.S. citizen or an alien), and (3) not engage in discrimination against qualified workers. The Vendor shall comply with IRCA and all other applicable federal, state and local immigration laws, regulations, Executive Orders (“other immigration laws”) and by executing this Agreement, warrants that it is in full compliance with all applicable immigration laws including, but not limited to, IRCA and has used E-Verify to pre-screen job applicants and re-verify current employees. Vendor shall not be required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists. Vendor shall immediately remove any employee known to be an unauthorized alien. Failure to comply with IRCA or other immigration laws shall constitute a material breach of this Agreement. The Vendor shall indemnify the City of Westfield against all damages, losses and expenses, including attorneys’ fees, incurred or sustained by the City of Westfield as a result of the Vendor’s failure to comply with IRCA or other immigration law. Vendor shall include this provision in any subcontracts or subordinate agreements it enters into with respect to this Agreement. Vendor shall also sign and have notarized the Affidavit of Employee Status (Attachment 2).

26. **IRAN CERTIFICATION:** Vendor hereby certifies, in accordance with I.C. 5-22-16.5-1 et seq., to have no engagement in investment activities in Iran as defined in the above cited statute.

EXECUTED this _____ day of _____, 2018.

Contracting Party:

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

Vendor:

Millennium Contractors, LLC
1401 S Holt Rd
Indianapolis, IN 46241

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A

Project Rules

In an effort to have COMPLETE CUSTOMER SATISFACTION, we have prepared the following Project Rules. Your personnel and all subcontracted parties shall comply with these rules without exception. Failure to follow Project Rules may be grounds for project dismissal and potentially contract termination. Following these rules will help us collectively acquire COMPLETE CUSTOMER SATISFACTION.

SITE ACCESS

- ☐ General: Vendor/Contractor (“Contractor”) shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits.
- ☐ Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- ☐ Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to City, City's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- ☐ Schedule deliveries to minimize use of driveways and entrances by construction operations and reduce space and time requirements for storage of materials and equipment on-site.
- ☐ Restricted Site Access: The only egress point to and from the Project area shall be as dictated by the City or authorized City’s representative. Coordinate work activities in advance.
- ☐ All construction personnel will be required to have photo identification with them at all times on the project. All construction personnel shall also carry Vendor identification with them or wear hardhats with company logo and the employee’s name visible to determine their site permissions.
- ☐ Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise, vibration, odors, or other disruption to occupied areas of the Project, as applicable.
- ☐ Notify City(s) not less than five days in advance of proposed disruptive operations. Obtain City(s) written permission before proceeding with disruptive operations.
- ☐ Perform work with least possible disturbance to occupants of existing facilities.
- ☐ Contractor shall seek approval from City or City representative before beginning any work outside of the approved project limits or area.
- ☐ Prior to commencing the Work, the Contractor shall tour the Project site to **examine and record** any existing damage to adjacent site or building improvements to serve as a basis for determination of subsequent damage due to Contractor's operations. Contractor shall submit such report to the City prior to commencing work.

LIMITED CITY OCUPANCY (If Applicable)

- ☐ The City and its partners intend to occupy parts of the Project immediately upon completion and when safe access is available. Your work must be coordinated in advance to limit the exposure of construction activities to occupants of the Project.
- ☐ Before limited City occupancy of any building, the mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, City will operate and maintain mechanical and electrical systems serving occupied portions of Work.

- ❑ On occupancy, City will assume responsibility for maintenance and custodial service for occupied portions of Work.

MATERIAL MANAGEMENT PLAN

- ❑ Contractors shall prepare a Site Utilization Plan to be submitted to the City for review and approval.
- ❑ The site use plan shall include but not be limited to the following items:
 - Material storage areas (identify material and ownership).
 - Equipment compounds.
 - Temporary utilities required
 - Trash and waste containers required for environmental disposal of waste.
 - Any other specific items requiring coordination with the City, Project partners or other trade contractors.
- ❑ Safe and protected storage of materials and equipment of the Contractor is the responsibility of the Contractor. All materials stored by the Contractor on the site are to be protected in a manner to not jeopardize their warranty or quality of material finish.

CLEAN UP

- ❑ During the progress of the Work, the Contractor shall keep the site and other areas free from accumulation of waste materials, rubbish and other debris, as provided in the contract. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations in the most environmentally sensitive manner possible. Burial of waste materials, rubbish, and other debris on the site is strictly prohibited.
- ❑ Contractor shall provide daily cleaning of their work areas including sweeping and trash/debris/rubbish removal. Contractor shall be responsible for moving trash to the designated refuse areas for disposal by others.
- ❑ At no time shall a contractor block an egress path without the expressed consent of the City or authorized City representative.
- ❑ At the completion of the Work, the Contractor shall remove from the site all tools, appliances, construction equipment, machinery, trailers, and temporary structures/utilities that they erected as well as surplus materials, rubbish and trash.

WORK HOURS

- ❑ It is the expectation of City that ALL Contractors and subcontractors limit work to normal business working hours, Monday through Friday, unless otherwise required or approved in advance by City.
- ❑ The Work of this Project shall be accomplished during normal working hours and days. Contractors planning to work on weekends or observed holidays must schedule with the authorized Owner agent, no later than 48 hours prior to the anticipated work day.
- ❑ Normal working hours and days are defined as:
 - Mondays through Fridays, 7:00 a.m. to 6:00 p.m. (typical)
 - Weekends (Saturday and Sunday), as scheduled and approved in advance by the City.
 - No work shall be performed on days of normal observance of the following holidays:
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day and the Friday following
 - Christmas Day
- ❑ Requests for work on non-normal work days or outside the defined normal working hours of this project, does not constitute an approval of said request and may need to be rescheduled to provide adequate security and supervision as required by Contract.

- ❑ No use of power actuated tools or hammer drills is permitted at an occupied City building or adjacent to private residence and/or business between the hours of 7:00 AM and 5:00 PM, or as directed by City officials

PUBLIC ACCESS AND SAFETY

- ❑ Contractor is responsible to provide all safety measures required and implied as necessary to protect all persons on the Project site and all persons and public adjacent to their construction zones. It is not the responsibility of the City to specify measures to be taken.
- ❑ Comply with applicable safety and security regulations of all authorities having jurisdiction. These regulations set forth minimum requirements. Contractor shall not reduce his normal safety provisions or ignore safety regulations required by other authorities having jurisdiction where other requirements are more stringent.
- ❑ The Contractor shall provide, for coordination, and information, all material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations. Contractors must provide updated and current information as it becomes available.
- ❑ In the case of an emergency affecting the safety or protection of persons or the Work or property at the Site or adjacent areas, the Contractor shall act to prevent threat of damage, injury, or loss. The Contractor shall immediately notify the City. Within 24 hours the Contractor shall provide written notification and documentation of the event, indicating if he believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof.
- ❑ The Contractor shall designate a qualified, experienced safety representative at the Site.

SITE DECORUM

- ❑ Contractor and subcontracted employees shall conduct themselves in a professional manner in all areas of the City.
- ❑ Refrain from contact with the general public. When this cannot be avoided, Contractor's and the subcontractor's employees are to be courteous at all times.
- ❑ Proper work attire shall be required at all times on the Project. In addition to the required personal protective devices and attire required to perform work safely, all site workers are to wear clothing appropriate for the work that they are performing. Clothing with inappropriate language or pictures are strictly forbidden.
- ❑ Contractor shall control the conduct of its employees so as to prevent unwanted interaction initiated by Contractor's employees with City/Project personnel, public, other contractors and their employees, or other individuals, in the vicinity of the project site. In the event that any Contractor employee initiates such unwanted interaction, or utilizes profanity, Contractor shall, either upon request of the City or on its own initiative, replace said employee with another of equivalent technical skill, at no additional cost to the City.
- ❑ No radios, other than two-way communication type, will be allowed on the Project site.
- ❑ Smoking or the use of any tobacco products (including chew and snuff) is **NOT ALLOWED** on the Project or any City-owned properties.
- ❑ Water is allowed in Project buildings however ALL other beverages and food are only permitted in designated break areas.
- ❑ Use of any controlled substances on City's property is not permitted.
- ❑ No alcoholic beverages, illegal drugs, controlled substances or firearms of any kind are permitted on the construction site. Any persons found on the site with such in their possession will be escorted from the premises and not permitted to return.

- ❑ Fighting and horseplay on the project site are absolutely forbidden. Participants in fights will be escorted from the premises and not permitted to return.

PARKING

- ❑ Project parking is allowed at designated areas of the Project.
- ❑ Personal vehicles are to remain in provided parking areas.
- ❑ Only approved company work vehicles are allowed on the project site. This effort is dictated to prevent damage to site and other improvements and promote a safe project by minimizing project congestion.
- ❑ For Construction LOADING AND UNLOADING ONLY:
 - Contractors shall be allowed to deliver daily equipment and materials to the Project construction areas so as long that they minimize the impact and risk of damage to existing site and project improvements.
 - Delivery of materials, equipment and products associated with the completion of your scope of work must be coordinated in advance.

UTILITY COORDINATION

- ❑ All excavations shall be completed in accordance with City and OSHA standards. Due to the amount of public and private utilities in and around Grand Park, all excavations must utilize a hydro-vac when area of disruption is appropriately sized.
- ❑ Limit construction operations to those methods and procedures which will not adversely and unduly affect the working environment of City's occupied spaces, including noise, dust, odors, air pollution, ambient discomfort, poor lighting, hazards and other undesirable effects and conditions.
- ❑ Notify the City one week in advance of construction activities which will impact the occupancy and use of adjacent areas.
- ❑ Do not interrupt power, lighting, plumbing, telephone and HVAC services to occupied areas. Interruptions must be scheduled a minimum of two days in advance, receive City's approval, and be made known to users of the area a minimum of 24 hours in advance of the actual interruption.
- ❑ Contractor to connect to temporary utilities as designated by the contract documents or by the City. The Contractor will be responsible for installing and removing all temporary utilities, unless directed otherwise.
- ❑ Contractor shall be responsible for site drainage and maintaining erosion control as required.

USE OF ROADWAYS AND PATHS

- ❑ Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- ❑ Use of the City Park paths or perimeter trails, including those at Grand Park, is discouraged but we understand that in many cases cannot be avoided. Please coordinate in advance any vehicle or equipment size and weight with the City prior to mobilizing on site.
- ❑ Where materials are transported in the performance of this Work, do not load vehicles beyond the capacity recommended by the manufacturer of the vehicles or prescribed by any applicable state or local law or regulation.
- ❑ Provide protection against damage whenever it is necessary to cross existing paths, sidewalks, curbs, and gutters on the City project. Repair and make good at the expense of Contractor all damages thereto, including damage to existing utilities and paving, arising from the operations under the Contract.

- ❑ Access onto any athletic field at Sports Campus at Grand Park or onto any City owned property with irrigation installed is strongly discouraged. Contractor shall protect all playing surfaces and site utilities that could be compromised by the construction activities of the Contractor.
- ❑ Truck staging is not allowed on any City street surrounding the Project.
- ❑ Promptly clean all public right-of-ways should dirt or other debris from site be deposited on roads and streets by the Contractor or vehicles used to deliver or conduct the scope of this agreement.
- ❑ It is the responsibility of ALL Contractors to provide flag person(s) at pedestrian crossings of construction equipment at right of ways or pedestrian paths one hundred percent of the time such equipment is operating.

TRAFFIC CONTROL

- ❑ Provide temporary traffic control barriers to ensure safety of all persons and property.
- ❑ Contractor shall provide all flag person(s) necessary to maintain vehicular and pedestrian traffic affected by deliveries and work performed under their scope. All flag person(s) shall be certified through the union hall or other body having the authority to provide this training.
- ❑ Contractor shall provide traffic control for vehicular traffic leaving and entering the site.

CRANES & HOISTING

- ❑ All hoisting and cranes required to perform the scope of your work is the responsibility of the Contractor to install, provide and operate in accordance with all safety regulations of the authorities having jurisdiction. This includes all temporary hoisting required by job conditions for the installation of materials and equipment.

TEMPORARY SHORING AND BRACING

- ❑ Provide temporary shoring and bracing as required for execution of the Work. ALL shoring and bracing shall be engineered by the Contractor and comply with safety regulations of authorities having jurisdiction.

TEMPORARY BARRICADES

- ❑ Provide temporary barricades as necessary for the execution of the work. Maintain barricades in a clean and neat condition until no longer required and removal is approved or requested.
- ❑ Provide temporary barriers or partitions as required to protect any project workers or the general public from injury due to work of this project, and to protect adjacent areas of the project from spread of dust or dirt.
- ❑ When Work involves modification to an existing egress corridor within an existing building, the Contractor shall provide temporary barricades as necessary, constructed in a manner that maintains the fire resistive integrity of the affected corridor(s). Construction and placement of the barricades shall be approved by the City project representative and the authority having jurisdiction.

CONSTRUCTION SIGNAGE

- ❑ Advertising Signage: The use of Contractor/subcontractor advertising signage is strictly prohibited.
- ❑ No ground-mounted signage is allowed on the project site without the expressed written consent of the City.
- ❑ Signage is authorized on construction trailers and corporate-owned equipment and vehicles. Such signage cannot exceed 6' by 4' (24 square feet) in size. Trailers in violation shall be removed from the site by the Contractor and the Contractor shall have the site storage privileges revoked
- ❑ Signage to be fabricated from new materials and constructed from materials able to withstand construction use/abuse and exposure based upon its proposed installation location for its intended use.

❑ Project Specific Signage:

- ALL signage shall be as approved by the City and the authority having jurisdiction.
- All employee personnel informational signage shall be bilingual (English and Spanish) as requested by the City.
- All project specific signage shall include the City logo and project name incorporated into the design of each sign for the project.

TEMPORARY FACILITIES

- ❑ Erect and maintain, for duration of operations and in locations as approved, suitable temporary office facilities as required for Contractor's administration of the Work. Provide necessary sheds and facilities for the storage of tools, materials, and equipment employed in the performance of the Work. Temporary buildings shall be watertight with raised solid floors, solid sheathed and composition roofs, and adequately glazed and screened windows for light and ventilation. Temporary buildings shall be painted colors as approved. Contractor shall furnish daily janitorial service in the trailer. Provide stairs and handicapped ramp per code.

RUBBER TIRED EQUIPMENT

- ❑ Where carts, hand trucks, wheelbarrows, and similar wheeled conveyances are used in interior spaces or on finished surfaces (including synthetic turf fields) on or in any portions of any structure, equipment shall be equipped with pneumatic tires or other tire approved by the City.

REMOVAL OF TEMPORARY FACILITIES

- ❑ Temporary facilities, barricades, utilities and other construction of temporary nature shall be removed from the Project site as soon as the progress of the work will permit in the opinion of the City; and the portions of the Project site and building occupied by same shall be reconditioned and restored to original condition.
- ❑ Legally dispose of all debris resulting from removal and reconditioning operations.

VIOLATIONS

- ❑ Any violator of site restrictions will be subject to removal from the site, with recourse for schedule or cost impact.

GENERAL SAFETY PRECAUTIONS

- ❑ Safe working practices shall be observed at **all times**. The safety of your employees, the buildings and the work site is considered to be paramount. All work shall be conducted and completed by the guidelines set forth by the Federal, Local and State Authorities.
- ❑ The City of Westfield is a "Safe City". Any worker or person on a jobsite shall have 100% protection as defined by OSHA for the hazards that they may be exposed. This includes but is not limited to 100% eye protection, hard hat and hi-visibility vest at all times when on-site.
- ❑ Proper gloves are to be used to limit abrasions and cuts. Hearing protection shall be accessible to employees and used whenever exposed to noises that require such protective devices.
- ❑ Fall protection shall be worn, observed or employed when working at a height greater than 6' unless approved in writing by the City and OSHA/IOSHA. This fall protection directive is to be used at all times and includes activities utilizing articulating boom lifts, scissors lifts, ladders, scaffolding and any other activity where workers are exposed to a fall and shall compile with the provisions of OSHA and IOSHA.
- ❑ Any and all "Hot Work" shall have an appropriate fire extinguisher immediately accessible and be pre-approved by the City officials.

- ❑ All electrical service shall be properly protected with a GFCI, including the use of extension cords on permanent power.
- ❑ Eye protection shall be worn at all times when cutting, grinding, chipping, drilling or using power actuated tools.
- ❑ Safety manuals and MSDS sheets must be turned in to the assigned City representative prior to commencing work on site. These manuals are still to be maintained by the Contractor on site for use and reference by any authority having jurisdiction.
- ❑ The City of Westfield is a “Safe City”. In the event of an accident or near-miss, the employees involved may be required to perform a drug and alcohol screening prior to being able to continue working on site.

Non-compliance with the foregoing Project Rules shall result in disciplinary procedures up to and including removal from the project and termination of your contract.

EXHIBIT B

See attached Proposal dated 6.4.18

REQUEST FOR QUOTE

CITY OF WESTFIELD, INDIANA

GPEC Sidewalk Construction

To: Westfield Public Works
2706 E. 171st Street
Westfield, Indiana 46074

The Public Works Department of the City of Westfield, Indiana, is requesting a quote for the attached proposal for the GPEC (Grand Park Event Center) Sidewalk Construction.

This project generally consists of constructing a sidewalk at the Grand Park Event Center at 19000 Grand Park Boulevard. All work shall be in accordance with INDOTSS 2018 and the latest Westfield Construction Standards and Specifications.

The sidewalk at the Grand Park Event Center shall consist of a 10' wide sidewalk installed on the west side of the Grand Park Event Center extending a total of approximately 140' to the west as shown on the exhibits. This sidewalk shall have a turn down adjacent to the existing pavement. Additionally, a separate section of sidewalk shall extend from the trails along field F2 and shall be approximately 43' feet long by 12' wide. All sidewalk in these locations shall have a thickness of 6" and be placed on compacted aggregate #53.

The sidewalks shall be completed and open no later than July 7th, 2018, or liquidated damages shall be assessed at \$500 per day. The project will be awarded to the lowest and most responsible Contractor by the Owner. A notice to proceed may be issued immediately.

The undersigned proposes to furnish all work for the construction of the GPEC Sidewalk Construction, including all labor, materials, supplies, equipment and all appurtenances necessary to complete the work as per the drawings and the specifications for the following unit prices, to wit:

Quotes due June 5, 2018 by 9:00 AM.

Remainder of page left intentionally blank.

ITEMIZED PROPOSAL

ID	ITEM NO.	DESCRIPTION	UNIT	Estimated Quantities	Unit Prices	Total
1	105-06845	CONSTRUCTION ENGINEERING	LS	1	\$ 1,750.00	\$ 1,750.00
2	110-01001	MOBILIZATION AND DEMOBILIZATION	LS	1	\$ 2,000.00	\$ 2,000.00
3	201-52370	CLEARING OF RIGHT-OF-WAY	LS	1	\$ 1,200.00	\$ 1,200.00
4	202-02279	CURB AND GUTTER, REMOVE	LFT	145	\$ 6.75	\$ 978.75
5	203-02000	COMMON EXCAVATION	CYS	100	\$ 60.00	\$ 6,000.00
6	303-01180	COMPACTED AGGREGATE NO. 53	TON	40	\$ 43.75	\$ 1,750.00
7	604-06070	SIDEWALK CONCRETE, 6 IN	SYS	230	\$ 72.00	\$ 16,560.00
8	801-06203	MAINTENANCE OF TRAFFIC	LS	1	\$ 2,500.00	\$ 2,500.00
9		BOLLARDS	EACH	2	\$ 1,200.00	\$ 2,400.00
Total						\$ 35,138.75

Quote Amount in words for GPEC Sidewalk Construction:

Thirty-Five Thousand One Hundred Thirty Eight Dollars and 75 /100

This price is the sum of the quoted unit prices multiplied by the quantity for each item as shown on the above Itemized Proposal.

It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of 60 days from the date of receiving proposals by the City of Westfield, Indiana.

Respectfully submitted,

Andrew J. Closser

Contractor
(Individual ☐) (Partnership ☐)
or (Corporation ☒)

By Andrew J. Closser

Title Member

Dated:

June 4th, 2018

Address 1401 South Holt Rd.

Indianapolis, IN 46241



Cut berm to facilitate sidewalk installation

12'-0"

43'-6"

Sidewalk Concrete, 6"

Sidewalk Concrete, 6"

Curb Removal

142'-0"

10'-0"

Sidewalk Concrete, 6"

Attachment 1

Each addenda shall be signed to prove receipt. If no addendums, the rest of Attachment 1 to be left intentionally blank.

Attachment 2

The Affidavit of Employee Status shall be signed and notarized.

AFFIDAVIT OF EMPLOYEE STATUS

Re: Project – GPEC Sidewalk Construction

WHEREAS, the City of Westfield, Hamilton County, Indiana, hereinafter referred to as the “City” is in the process of construction work on the GPEC Sidewalk Construction, hereinafter referred to as the “Project”;

WHEREAS, Millennium Contractors LLC, hereinafter referred to as the “Vendor”, is the general contractor of the above reference project; and

WHEREAS, it is necessary for the City to require the Vendor to enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program per Indiana Code.

NOW THEREFORE, the Vendor agrees to have enrolled in and verified the work eligibility status of all newly hired employees through the E-Verify program and does not knowingly employ illegal aliens. The Vendor clearly understands the regulations and penalties stated in the Indiana Code should conflicts arise.

Signature:

Printed Name:

Signature:

Printed Name:

STATE OF INDIANA:

SS:

COUNTY OF

:

Before me the undersigned, a Notary Public in and for said State and County, personally appeared of Millennium Contractors LLC, the general contractor and acknowledge the execution of the foregoing Affidavit of Employee Status to be a free and voluntary act and deed and for the purposes stated therein, being duly sworn, stated that any representations contained therein are true.

Witness my hand and Notarial Seal this _____ day of _____, 20__

Signature

Printed Name

My Commission expires _____

I am a resident of _____ County.

CITY OF WESTFIELD BY:

, Director of Public Works

STATE OF INDIANA:

SS:

COUNTY OF HAMILTON:

Before me the undersigned, a Notary Public in and for said State and County, personally appeared _____, Director of Public Works, and acknowledges the execution of the foregoing Affidavit of Employee Status to be a free and voluntary act and deed and for the purposes stated therein.

Witness my hand and Notarial Seal this _____ day of _____, 20__

Signature

Printed Name

My Commission expires _____

I am a resident of _____ County.

This instrument prepared by: Brian J. Zaiger, Attorney, Krieg-Devault Attorneys at Law, 12800 N. Meridian St. Ste. 300, Carmel, IN 46032

Attachment 3

The Invoice Cover Sheet shall be attached and filled out for all invoices submitted to the City of Westfield.



Invoice Date:	
Invoice or App Number:	

Westfield Department of Public Works
 2706 East 171st Street
 Westfield, IN 46074
AP@westfield.in.gov

Westfield Project Name:	
Westfield Project Number:	
Westfield Project Manager:	
Westfield PO Number:	

1. Original Contract Amount	
2. Change Orders/Amendments	
3. Total Contract Amount (Line 1 $\pm$ 2)	
4. Total Earned To Date	
5. Retainage (If Applicable)	
6. Total Earned Less Retainage (Line 4 less 5)	
7. Less Previous Payments (Line 6 from prior Invoice)	
8. Total Amount Payable This Invoice (Line 6 less 7)	
9. Balance to Finish, Including Retainage (Line 3 less 6)	

Please email this cover letter, along with your invoice to AP@westfield.in.gov with attention to the Westfield Project Manager associated with this project in order to expedite payment. If you need more information regarding the Westfield Project Name, Number, and PO Number, please contact the Westfield Project Manager, thank you!



AMERICAN
STRUCTUREPOINT
INC.

July 5, 2018

Phil Sundling

City of Westfield - Public Works
2728 East 171 Street
Westfield, Indiana 46074

Re: Land Surveying Services
Westfield, Indiana

Dear Mr. Sundling:

American Structurepoint, Inc. is pleased to provide the following proposal for the Boundary Survey and Secondary Plat of the development property known as Grand Junction Park & Plaza. (see attached aerial images).

PROJECT SCOPE

A. Boundary Survey

American Structurepoint, Inc. will perform a Boundary Surveys for the above-mentioned property in Westfield, Indiana. The surveys will be completed adhering to the requirements in compliance with TITLE 865 IAC 1-12-1 of the INDIANA ADMINISTRATIVE CODE, which establishes minimum standards for the competent practice of land surveying.

- Establish horizontal control & field survey
- Plot the location of observed evidence of occupation along the perimeter deed lines.
- Coordinate with client to establish new parcel boundary as required.
- Property/deed research to identify any ownership of the subject property & adjoiners
- Prepare new parcel (metes & bounds) description (1 total)
- Prepare boundary survey
- Upon completion of the Survey (± 13 total acres) we shall set any missing or newly established property corners on site and provide a copy of the recorded Survey to the client.

B. Primary Plat

- CAD drafting of Secondary Plat & LS Review
- Make necessary revisions or additions after comments are received from the City
- Routing of plat for appropriate signatures
- Record the Secondary Plat after approval
- Set final monuments as required



PROJECT DELIVERABLES

American Structurepoint, Inc. will deliver copies of the Survey and Plat in .pdf form to the client (City of Westfield) and to any additional parties specified by the client.

The services described above will be completed within 30 business days after Notice to Proceed is received.

COMPENSATION

Compensation for services rendered will be lump-sum and invoiced upon completion of the survey or monthly on a percent complete basis (if necessary). Full payment of invoices is due by the addressee of this proposal within thirty (30) days of date of invoice regardless of the date or status of financial closing of the property and regardless of any 3rd party involvement.

Fee to survey each parcel individually, at separate times:

Overall Boundary Retracement Survey 35 parcels± & 13 acres±	\$11,105
Primary Plat	\$3,900

Total Lump Sum Fee.....**\$15,005**

(The above fees include travel, labor, equipment and materials. No additional fees are expected.)

If payment is not made within thirty (30) days of the date when payment is due, we may, at our option, and effective upon the delivery of written notice of our intention to do so, terminate the contract or suspend further performance of our services under the contract, and we shall have no liability for delay or damages that result from the termination of the contract or suspension of services.

The services listed above represent the total scope of work as we understand it at this time. Should the need for additional services arise, we are willing to provide them for a supplemental fee.

Phil, we thank you for this opportunity and look forward to working with you on this project. The fees for services contained in this proposal are valid for six months from the date of this letter. We are prepared to begin work on the project immediately upon written acceptance of this proposal. If the terms of this proposal are agreeable, please indicate your acceptance by returning a signed copy of this letter to our office. We will consider this our notice to proceed.

If you have any questions, please feel free to contact our office.

Very truly yours,

American Structurepoint, Inc.



Tracy L. McGill, PS
Project Manager, Land Survey Group

If the terms of this proposal are agreeable, indicate your acceptance by returning a signed copy of this letter to our office. We will consider this our notice to proceed.

Accepted by: _____

Printed Name: _____

Date: _____

Subject Parcel:





Public Works

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

Board of Works

Andy Cook
Randy Graham
Kate Snedeker

Clerk Treasurer

Cindy J. Gossard

To: Westfield Board of Public Works & Safety

Date: July 25, 2018

Re: Action Item-Signing Authority

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider granting Phil Sundling, Director of Public Works, signing authority for 2018 Striping Project for the amount of \$93,527.94. The quotes were submitted June 29, 2018, and all of the paperwork is in order.

Kate Snedeker

Randy Graham

Andy Cook

Public Works Department

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

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



Public Works

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

Board of Works

Andy Cook
Randy Graham
Kate Snedeker

Clerk Treasurer

Cindy J. Gossard

To: Westfield Board of Public Works & Safety

Date: July 25, 2018

Re: Action Item-Signing Authority

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider granting Phil Sundling, Director of Public Works, signing authority for 2018 Asphalt Rejuvenating Project for the amount of \$88,509.75. The quotes were submitted June 29, 2018, and all of the paperwork is in order.

Kate Snedeker

Randy Graham

Andy Cook

Public Works Department

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

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

13 July 2018

Mr. Phil Sundling
City of Westfield
Department of Public Works
2706 E. 171st Street
Westfield, IN 46074

**RE: Engineering Consulting Services
151st Street Trail Connection**

Dear Mr. Sundling:

Williams Creek Consulting, a V3 Company (WCC) appreciates the opportunity to provide a quote for professional consultation to the City of Westfield (CLIENT) related to completing the requested **Civil Engineering and Natural Resource Consulting Services** for the 151st Street Trail Connection (Project) located in Westfield, Indiana.

PROJECT DEFINITION

As part of the CLIENT's efforts to improve trail connectivity throughout the current trail system, CLIENT is proposing to connect the existing trail on the south side of 151st street between Oak Road and Bridlewood Drive. This segment includes a crossing of Cool Creek and a smaller drainage way to the east which is currently conveyed under 151st street through a concrete box culvert.

This SCOPE OF SERVICES has been prepared in accordance with the scoping document prepared by the CLIENT. For the purposes of this SCOPE OF SERVICES WCC has compiled a design team which includes sub-consultants to provide all services listed in the scoping document.

SCOPE OF SERVICES

PHASE VP01.1: Survey Services

Task 1: Topographic Survey

The design team will complete a detailed topographic survey for the entire existing right of way plus 20 feet. (See Figure 1 below) This survey will be completed to a level of detail necessary to develop construction plans and modeling for the proposed trail and crossing improvements.



Figure 1



Task 2: Route Survey

The design team will conduct a route survey and complete the necessary research to confirm property lines and right of way throughout the PROJECT limits. This information will be used to develop a Route Survey Plat.

PHASE S01: Geotechnical Services

It is currently assumed that a free standing structure is the more cost effective solution, a geotechnical engineer will need to be engaged to analyze the soil conditions and develop foundation recommendations for the abutments for the bridge. This phase includes the work necessary to analyze and design a single span structure with one abutment at each end. If it is determined that a multi span structure is more desirable, a CHANGE ORDER may be needed for further analysis.

PHASE W21: Natural Resource and Permitting Services

Task 1: Natural Resource Assessment

WCC will complete a Natural Resource Assessment of the SITE using the current practices acceptable by the U.S. Army Corps of Engineers (USACE) and based upon the 1987 Wetland Delineation Manual and Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region in order to provide the CLIENT with a comprehensive, professional report.

Desktop Review

WCC will gather and review all pertinent information for the project collected from the CLIENT and any stakeholders. Prior to performance of a SITE visit, WCC will conduct a detailed desktop assessment to review necessary and readily available information:

- Endangered, Threatened, or Rare (ETR) Species investigation including a search of U.S. Fish and Wildlife Service records and the IDNR Natural Heritage Database for ETR species documented within one half mile of the SITE.
- Significant Natural Resource Surface Features such as the National Wetlands Inventory, USGS topographic survey, NRCS Soil Survey data, FEMA Flood Insurance Rate Map, and aerial photographs.

Field Reconnaissance

WCC will visit the SITE and perform a wetland delineation and other jurisdictional “waters” assessment of the SITE. If any wetland(s) are found to be present during the SITE visit, WCC will delineate the boundaries with flagging and survey the wetlands in the field using GPS equipment. A map of the delineated wetlands or identified “waters” will be generated in a digital format and incorporated into the final assessment report.

**Please note: The fee does not include any necessary field visits with regulatory staff, and would be billed at WCC’s Standard Hourly Rates.*

***Please note: If accurate boundaries are unable to be determined utilizing the GPS equipment for the creation of a digital wetland delineate map, WCC will issue a CHANGE ORDER to CLIENT to authorize a surveyor to complete the boundary survey using traditional survey methods.*

****Please note: WCC assumes ground cover obstructing visual SITE inspection (i.e. corn, snow) will not affect the field reconnaissance. If the presence of obstructive ground cover results in necessity to conduct additional verification, WCC will issue a CHANGE ORDER for additional fieldwork.*

Report Preparation

A comprehensive and professional report will be generated to provide detailed information for a professional summary of the following items:

- Information regarding listed ETR species in the project area
- Wetland delineation
- Maps (USGS topographic, FIRM, USDA Soil Survey, NWI, aerial photography & delineated wetlands)



- Photo representation

Task 1 Deliverable Materials

2 Bound Copies of Final Assessment Report
1 Electronic Adobe® Report File

Task 2: Natural Resource Permitting

WCC will assist the CLIENT in submitting a RGP to the USACE and a RGP to IDEM for unavoidable impacts from the proposed SITE development activities. WCC will prepare and submit the application materials to the USACE and IDEM using the construction plans ~~provided by the CLIENT~~. WCC anticipates that mitigation will not be required. WCC will provide follow-up correspondence with the CLIENT, IDEM and USACE.

**Please note: WCC assumes that the USACE and IDEM will allow impacts to the jurisdictional waterways under the Regional General Permit Notification program. If the USACE and/or IDEM determine the impacts cannot be permitted under the Regional General Permit and will require an Individual Permit, WCC will submit a separate SCOPE OF SERVICES to complete the Individual Permit obtainment.*

Task 3: Hamilton County Drainage Board Permit

WCC will coordinate with the design team to combine the proposed, channel, crossing and road plans into a single package to submit to the Hamilton County Drainage Board for permits.

Task 4: Indiana Department of Natural Resources Construction in a Floodway Permit

WCC will work with the design team to submit the necessary plans, modeling and support information necessary to obtain a construction in a floodway permit through the Indiana Department of Natural Resources.

PHASE E18: Hydraulic Analysis

This task includes developing an existing and proposed hydrologic and hydraulic modeling for the existing and proposed condition for both crossings. This information will be completed to a level consistent with the requirements for submission to the Indiana Department of Natural Resources and Hamilton County. The purpose of this task is to generate updated modeling data and assure that the new / extended crossings do not adversely affect the 100 year floodplain elevations of the impacted drainage ways.

PHASE S04: Design Services

PHASE 5 includes all of the design services necessary to develop a detailed design, construction plans, and specifications for the trail extension and crossings. More specifically this phase includes the following design tasks.

- Trail designed to meet City of Westfield Standards and Specifications.
 - 8' wide HMA trail
 - Pedestrian handrail
 - Guardrail
- West Span
 - 10' wide stand alone ADA accessible span.
 - Retaining wall design
 - Substructure design
- East Span
 - 8' wide HMA trail
 - Assumed to be an extension of an existing concrete box culvert.
 - Coordination with the Hamilton County Highway Department



- Organize, schedule, and attend PFC after preliminary plans approved by CLIENT
- Prepare unique special provisions to be included in the “contract and specifications book” (to be prepared by the CLIENT)
- Utility coordination per 105 IAC 13
- Develop engineer’s estimate

PHASE S06: Construction Services

While The CLIENT will take the lead during construction by leading the bidding and contracting phase and completing construction inspection services, Williams Creek and the design team propose to assist the CLIENT and contractor by performing the following construction PHASE services.

- Shop Drawing Review
- Requests for Informaiton
- Develop as-builts per Hamilton County Surveyor’s Office and City of Westfield standards

COMPENSATION

PHASE	Description	Est. Fee	Fee Basis
VP01.1	Survey Services	\$21,400.00	Lump Sum
S01	Geotechnical Services	\$8,900.00	Lump Sum
W21	Natural Resource Services	\$15,800.00	Lump Sum
E18	Hydraulic Analysis	\$12,900.00	Lump Sum
S04	Design Services	\$42,700.00	Lump Sum
S06	Construction Services	\$8,000.00	Time and Materials (NTE)

Williams Creek appreciates the opportunity to be of continued service to the City of Westfield. If you have any questions or comments concerning the SCOPE OF SERVICES, please contact me at your earliest convenience. If the terms are acceptable, please provide written authorization to proceed.

Best regards,

Williams Creek Consulting, a V3Company

James O. Rinehart IV, P.E.

Design Team Leader

SERVICES AGREEMENT

THIS AGREEMENT for professional services is entered into between the following parties effective 13 July 2018:

CONSULTANT:

V3 Companies, Ltd.
619 North Pennsylvania Street
Indianapolis, Indiana 46204
317/423.0690 phone
317/423.0696 fax

CLIENT:

City of Westfield
Department of Public Works
2706 E. 171st Street
Westfield, IN 46074
317.804.3136 phone

The parties agree to the following: **Scope of Services** CLIENT has engaged Consultant to provide professional consulting services in Hendricks County, Indiana per attached SCOPE OF SERVICES.

PHASE	Description	Est. Fee	Fee Basis
VP01.1	Survey Services	\$21,400.00	Lump Sum
S01	Geotechnical Services	\$8,900.00	Lump Sum
W21	Natural Resource Services	\$15,800.00	Lump Sum
E18	Hydraulic Analysis	\$12,900.00	Lump Sum
S04	Design Services	\$42,700.00	Lump Sum
S06	Construction Services	\$8,000.00	Time and Materials (NTE)

**Please note: Information contained within electronic files shall be superseded by information provided to CLIENT in hard copy or original printed form. Any electronic files requested or provided to CLIENT shall be considered an instrument of service and shall not be considered a product.*

***Please note: If CLIENT requests a change in scope, WCC will issue a Change Order for those additional services within 15 days of the requested change. For tasks requiring completion within this 15-day timeframe, WCC may proceed on written or verbal authorization from CLIENT, and CLIENT agrees to pay for requested services at standard hourly and overtime time and material rates, where applicable. A change in scope is defined as a CLIENT directed alteration that requires a modification in the project cost or schedule. Common types of scope changes include, but are not limited to, (1) engineering change, (2) quantity change, (3) support change, and (4) schedule change. For items and tasks within this scope, overtime charges made necessary by CLIENT request will be in addition to any fixed fee amounts agreed upon as part of this Services Agreement.*

CLIENT's signature on this Contract shall constitute an Authorization to Proceed and an agreement to all the terms and conditions within this agreement. CLIENT also may furnish Consultant with a purchase order, work order, or other official authorization, depending upon CLIENT's internal requirements.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the date first written above.

CLIENT

SIGNED: _____

PRINTED: _____

DATE: _____

P.O.# (if required): _____

**CONSULTANT
PRINCIPAL**

SIGNED: _____

PRINTED: _____

DATE: _____

PROJECT LEAD

SIGNED: _____

PRINTED: _____

DATE: _____



Neil B. Myers
7/13/18


James O. Rinehart IV, P.E.
7/13/18

Standard Terms and Conditions

1. **Additional Services.** Should CLIENT request further services, billing will be at our standard hourly rates plus reimbursable items beyond estimated fee. If given prior written notice, Consultant will estimate fee for additional services.
2. **Type of Contract and Price.** Consultant will notify CLIENT if total costs are expected to exceed the estimated fee. Consultant shall provide CLIENT an explanation in sufficient detail for CLIENT to evaluate and determine a course of action. Unless CLIENT otherwise directs Consultant in writing within five (5) calendar days of being so notified, CLIENT shall be deemed to have agreed to such price increase.
3. **Period of Performance.** Consultant shall substantially complete work by the agreed-upon date, except that the time of completion is contingent upon weather, strikes, accidents, and performance of subcontractors, availability of materials, and other delays beyond Consultant's reasonable control.
4. **General Conditions.**
 - a. **Billing and Payment.** CLIENT will pay Consultant for professional and related services rendered under this Contract using rates, charges and reimbursement terms set forth in the Fee Schedule (Exhibit A). Routine invoices will be submitted by Consultant on a monthly basis and be due and payable within thirty (30) calendar days of invoice date. Invoices shall identify costs in sufficient detail for CLIENT to understand the type of work performed and costs being billed. If CLIENT objects to any portion of an invoice, CLIENT shall notify Consultant within fourteen (14) calendar days from the date of invoice, identify the cause of the objection, and pay when due the undisputed portion of the invoice. CLIENT shall pay an additional charge of one-and-one-half (1½) % of invoiced amount per month for any payment received by Consultant more than thirty (30) calendar days from invoice date, excepting any disputed portion of the invoiced amount. Payment thereafter shall be applied first to accrued interest and then to unpaid principal amount. Payment of invoices is in no case subject to unilateral discounting or set-offs by CLIENT. CLIENT agrees to reimburse Consultant for all costs of collection, including reasonable attorneys' fees.
 - b. **Changes.** CLIENT has relied on Consultant's professional judgment for the Project SOW and estimating costs for services performed under this Contract. CLIENT also shall rely on Consultant's professional judgment in evaluating the continued adequacy of the SOW in light of occurrences or discoveries not originally contemplated by or known to Consultant. Should Consultant call for renegotiation, Consultant shall identify changed conditions that make such renegotiation necessary, and Consultant and CLIENT shall promptly and in good faith enter into the renegotiation process. If agreement cannot be reached, CLIENT or Consultant may terminate the Contract without penalty, as set forth in the paragraph herein entitled, "Termination."
 - c. **Confidentiality.** Consultant agrees to keep confidential and not disclose to any person or entity (other than Consultant's employees and subcontractors), without CLIENT's prior consent, all data and information not previously known to or generated by Consultant, or information furnished to Consultant and marked "Confidential" by CLIENT, excepting information that is in the public domain, was previously known to Consultant, or was acquired independently by Consultant from third parties under no obligation to CLIENT to keep confidential said data and information. Provisions shall not apply to information in whatever form that enters public domain through no fault of Consultant, nor shall they be interpreted in any way to restrict Consultant from complying with a legally enforceable order to provide information or data. CLIENT agrees Consultant may use and publish CLIENT's name and general project description for purposes of describing Consultant's experience and qualifications to others. Consultant's plan, technical and pricing information furnished to CLIENT and any proposal pursuant to this Contract is confidential and proprietary. CLIENT shall not release such information to any third party without Consultant's express written consent.
 - d. **Diminution of Value.** Consultant's opinion of certain conditions evaluated as part of the services furnished hereunder may result in diminution of the value of subject property and/or one in close proximity thereto. To establish an atmosphere in which Consultant feels free to report opinions, recommendations for remedial measures, etc., without fear of reprisal, CLIENT shall, to fullest extent permitted by law, waive any claim against Consultant and indemnify, defend and hold Consultant harmless from any claim or liability for injury or loss arising from the theory that Consultant's findings, conclusions, opinions, recommendations, plans or specifications diminished the value of a property. CLIENT agrees to compensate Consultant for any time spent or expenses incurred in defense of any such claim including reasonable attorneys' fees.
 - e. **Dispute Resolution.** Claims, disputes, or controversies arising from, or related to, this Contract or provision of the services indicated will be resolved through negotiation. If this fails, parties agree to submit the dispute to mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration, litigation, or other dispute resolution procedure. Should litigation be required, the non-prevailing party shall reimburse the prevailing party for documented legal costs, in addition to any judgment rendered.
 - f. **Employment of Personnel.** If CLIENT hires one of Consultant's employees during Consultant's performance of the services indicated in this Contract, or within six months after the completion of such services, CLIENT shall pay to Consultant a sum equal to fifty percent (50%) of the annual salary paid to employee by CLIENT during the last twelve (12) months of employee's employment, to compensate Consultant for lost benefits.
 - g. **Entire Agreement.** This Contract, as well as all exhibits, appendices, and

attachments incorporated by reference, constitute the entire Contract between CLIENT and Consultant, superseding all prior understandings and negotiations. This Contract may be amended, supplemented, modified or canceled only by written instrument executed by both parties.

h. **Governing Law.** State of Indiana substantive law is assumed and will govern the validity of this Contract, interpretation, performance, and remedies for contract breach or other Contract related claims.

i. **Independent Consultant Status.** Except as may be otherwise noted herein, Consultant shall serve as CLIENT's independent consultant and provide those services in SOW. Subcontractors may be retained for services customarily performed by subcontractors. Should Consultant determine it necessary to rely on subcontractor when not customary to do so, Consultant shall obtain prior written approval or confirmation from CLIENT.

j. **Insurance.** Consultant shall maintain workers' compensation and employer's liability insurance as required by state law, comprehensive general, automotive, and professional liability and contractors' pollution liability insurance each with a combined single limit of \$2,000,000 per claim/aggregate limit of \$2,000,000. Consultant shall furnish evidence of such coverage to CLIENT, and shall promptly notify CLIENT of any impending change in coverage. Consultant shall comply with CLIENT's reasonable requests for special endorsements, additional limits, and additional coverage's, etc., provided these are available to Consultant and CLIENT remunerates Consultant for the cost thereof. All work performed by sub-contractors is subject to its liability and will not be covered under Consultants insurance coverage.

k. **Limitation of Liability.** Consultant's total aggregate liability to CLIENT for services rendered under this Contract is limited to the proceeds of its insurance for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fee and expert witness' fees) arising from this Contract from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors/omissions, strict or statutory liability, breach of contract or warranty, negligent misrepresentation, or other acts giving rise to liability based upon contract, tort or statute. Consultant shall not be liable to CLIENT for consequential damages incurred by CLIENT due to Consultant's fault regardless of the nature of the fault- whether it was committed by its employees, agents or subcontractors- or whether such liability arises in breach of contract or warranty, tort (including negligence), statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profits. CLIENT agrees that any claim for damages filed against Consultant by CLIENT or by any contractor or subcontractor hired directly or indirectly by CLIENT, will be filed solely against Consultant or its successors or assigns, and that no individual shall be held personally liable for damages, in whole or in part.

l. **Location of Work and Right of Entry:** Services will be performed at location specified in SOW. CLIENT shall arrange for Consultant to enter property owned by CLIENT and/or others for Consultant to complete Project.

m. **Ownership and Use of Documents.** All documents produced during the project by Consultant under this Contract, including all copyrights, (Works) are and shall remain sole and exclusive property of Consultant. Consultant shall be free to use and modify such Works. CLIENT shall be permitted to use and reproduce the Works during and following the term of this Contract.

n. **Standard of Care.** Consultant will perform services in a manner consistent with level of care and skill ordinarily exercised by other members of Consultant's profession currently practicing in the same locality under similar conditions. **No other representation, express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinion, document, or other instrument of service.** CLIENT and CLIENT's personnel and contractors shall promptly notify Consultant in writing of any actual or suspected defects in Consultant's services to help Consultant take prompt, effective measures that, in Consultant's opinion, will correct such defects and/or help minimize the consequences of any such defect.

o. **Termination.** CLIENT or Consultant may terminate the Contract as provided below. Party initiating termination shall notify the other party, and termination shall be effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party effects termination or the cause thereof, CLIENT shall, within thirty (30) calendar days of termination, pay Consultant's fees for services rendered and costs incurred, in accordance with the Fee Schedule. These fees and costs shall include those outstanding at the time of termination, as well as those reasonably stemming from termination and post-termination activities including, but not limited to, demobilization, schedule modification, personnel reassignment, equipment decontamination and/or disposal, and disposal and replacement of contaminated consumables.

6. **Survival.** Obligations arising before the expiration or termination of this Contract and all provisions of this Contract, allocating responsibility or liability between CLIENT and Consultant, shall survive the completion of services described herein and termination of this Contract.

7. **Exhibits.** The following exhibits are incorporated herein.

Exhibit A

Description	Hourly Rate
Principal/Director	200.00
Senior Project Manager	190.00
Resident Engineer II	150.00
Senior Ecologist	150.00
Project Manager	145.00
Resident Engineer I	135.00
Senior Project Engineer	135.00
Project Engineer	120.00
Project Scientist/Project Designer	110.00
Project Surveyor III	110.00
Senior Technician	110.00
Engineer/Scientist/Designer III	100.00
Project Surveyor I/II	100.00
Technician III	95.00
Engineer/Scientist/Designer I/II	85.00
Field Ecologist	80.00
Technician I/II	75.00
Administration	60.00
Survey Crew*	176.00
*Time is charged portal to portal	
Professional Expenses	
Mileage	\$ 0.56 per mile
Reimbursable Items	1.10 times direct cost or per quote
Materials	1.10 times direct cost or per quote
Equipment Rental	1.10 times direct cost or per quote

*Please note: These rates are for the 2018 calendar year and are subject to change.

WESTFIELD - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____, 2018 ("Effective Date") by and between City of Westfield, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and USI Consultants, Inc ("the CONSULTANT"), a corporation/limited liability company organized under the laws of the State of INDIANA.

Project No.: 1801433

Project Description: Intersection Improvement, 161st Street and Oak Road

RECITALS

WHEREAS, the LPA has entered into an agreement with the CONSULTANT for design services for the Intersection Improvement ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

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

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

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

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

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

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

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

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be November 15, 2020. 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 **\$ 245,880.**

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

SECTION VI GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

7. **Compliance with Laws.**

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

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

9. Confidentiality of LPA Information.

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

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

11. Non-Discrimination.

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

It is the policy of the City of Westfield to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be

subjected to discrimination under any program or activity receiving Federal financial assistance. (Westfield's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

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

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

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

12. **Disputes.**

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

13. Drug-Free Workplace Certification.

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

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

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

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

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

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

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

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

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

I. Professional Liability Insurance

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

II. Commercial General Liability Insurance

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

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

III. Automobile Liability

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

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

IV. Watercraft Liability (When Applicable)

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

V. Aircraft Liability (When Applicable)

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

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

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

Notices to the LPA shall be sent to:

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

Notices to the CONSULTANT shall be sent to:

USI Consultants, Inc
Attn: Greg Wendling
8415 E. 56th Street
Indianapolis, IN 46216

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

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

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

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

34. Termination for Default.

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

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

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

[Remainder of Page Intentionally Left Blank]

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
USI CONSULTANTS, INC.**

**LOCAL PUBLIC AGENCY
CITY OF WESTFIELD
BOARD OF PUBLIC WORKS AND
SAFETY**

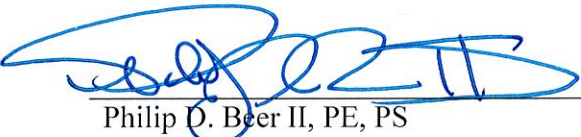


Ross E. Snider, PE, President

Mayor J. Andrew Cook, Member

Attest:

Kate Snedeker, Member



Philip D. Beer II, PE, PS
Executive Vice President

Randell Graham, Member

APPENDIX "A "

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the City of Westfield and the State of Indiana.

The CONSULTANT shall be responsible for performing the following activities:

- Following intent of the “Scope of Services” document prepared by the city of Westfield and attached to this agreement.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

- 10 items listed in the “Scope of Services” provided by Westfield and attached to this agreement

SCOPE OF SERVICES
WESTFIELD, INDIANA
161ST STREET & OAK ROAD ROUNDABOUT

SERVICES TO BE FURNISHED BY CONSULTANT:

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

The CONSULTANT shall be responsible for performing the following activities:

SCOPE OF SERVICES

Project Description:

The Project will provide design of a new roundabout at the intersection of 161st Street and Oak Road in the City of Westfield, Indiana. Project will include Federal funding for construction.

8' wide multi-use paths will be designed on all sides of the intersections. In order to ensure that the corridor is accessible to all pedestrians, the design team will locate and design ADA accessible ramps at all cross walks. The path on the southeast side of the roundabout will extend to Oak Park Court. The path on the northeast side will extend north approximately 460 feet to the property line of northeast parcel.

I. TOPOGRAPHIC SURVEY & ROUTE SURVEY

The field survey will be conducted to a level detailed enough to provide adequate information to complete the final design plans for the project. The limits of the survey shall be as follows:

- On 161st Street, limits shall generally extend from 700' west to 700' east of Oak Road, for a total length of 1,400 feet. The lateral limits of the survey shall extend from the centerline of 161st Street 75' north and south, for a total width of 150 feet, and including some additional width as needed near the intersection.
- On Oak Road, limits shall generally extend from 600' south to 600' north of 161st Street, for a total length of 1,200 feet. The lateral limits of the survey shall extend from the centerline of Oak Street 75' east and west, for a total width of 150 feet, and including some additional width as needed near the intersection.
- Any other area not listed above that is needed to facilitate proper design of the roundabout or associated improvements.

Specific Scope Details & Assumptions:

- Horizontal control will be completed in Indiana State Plane East Grid Coordinates and referenced to North American Datum of 1983 (NAD 83) 2011.
- Vertical control will be based on Bench Mark ""HCBR 144"" NGS, NAVD 88 DATUM. If said monument does NOT exist, then this fee will need to be modified to accommodate use of an alternate monument.
- Consultant will have the existing utilities field marked, providing above ground evidence of the location of the utility. Consultant does not guarantee the accuracy of the observed, marked utilities.

The utilities will be identified by Indiana 811 and located per this survey showing horizontal location only. The depth, size, or any other features will not be noted, unless provided by the utilities.

- Research the last Deed / Plat of record for the current property owners.
- Plot apparent property and existing rights-of-way from physical evidence observed during a field investigation.
- Plot the property owner names from Tax Assessment / Government Records.
- Collect general topography within the specified survey corridor, including above ground utilities, marked below-ground utilities (horizontal locations only), wells, septic systems, sanitary sewer structures, storm sewer structures, and all existing topographic information, such as culverts, trees, fences, drives, ditches, pavement, shoulders, guardrail, toes of slopes, tops of banks, flow lines, edge of water, etc.
- Detail all observed structures within the survey corridor, including rim elevations, invert elevations, direction and sizes of pipes.
- Process field data and plot all topographic features in CAD format. Prepare a digital terrain model (DTM) for the surveyed area.
- Plot all property lines obtained from deed analysis as required by IAC Title 865, including:
 - Apparent boundaries/Evidence, e.g. fence lines, tree lines and shrub lines, will be located and shown on the route survey plat.
 - Existing boundary corners will be searched. Those located in the field will be reflected on the route survey plat.
- Provide a graphical representation of an alignment for both the route survey and the design plans. This alignment will NOT include monumenting (setting points) or physically referencing the alignment in the field.
- Find and reference Section Corners, as required.
- Prepare a field survey book.
- Prepare a Route Survey Plat and Report complying with Rule 12, Title 865 IAC.
- Survey Notices will be provided to adjacent property owners. Includes research of property ownership for mailing addresses, and assumes all owners to be notified.

II. ENVIRONMENTAL SERVICES

The environmental scope of the project will basically involve preliminary in-house reviews of the project area, all field studies necessary to determine any and all impacts to social, economic and environmental resources culminating in a Categorical Exclusion (CE) in accordance to all National Environmental Policy Act (NEPA), the 2007 Procedural Manual for Preparing Environmental Documents and the current Indiana Department of Transportation (INDOT) Categorical Exclusion manual. The CE will include detailed discussion of all above ground structures within the view-shed of the project that are listed in or eligible for inclusion in the National Register of Historic Places. Assuming a CE Level 3 will be required. All structures meeting this criteria will be photographed with a written description of characteristics of each structure and will be included in the Historic Property Report (HPR). An archaeological Phase 1a Records Review and Field Reconnaissance will be conducted to determine the presence or absence of below ground historic/prehistoric resources. Section 106 of the National Historic Preservation Act (NHPA) and associated regulations will be completed to determine a “finding” for this project. The INDOT Cultural Resources Office (CRO), the State Historic Preservation Officer (SHPO), various consulting parties and the public will have the opportunity to comment on the finding. The project area will also be studied for natural resource impacts including, but not limited to, streams, wetlands, and natural flora, and fauna. Consultant will also coordinate project related design with various federal, state and local officials to gain comments and recommendations for the project.

Items not included in the above descriptions include the following:

1. Stream enhancement plans
2. Section 106 documentation meetings or the advertising of legal notices for an “adverse effect” finding pursuant to 36 CFR 800.11(e), (f) or (g).
3. Section 7 coordination with the U.S. Fish and Wildlife Service
4. Archaeological studies beyond a Phase 1a reconnaissance.
5. Completion of a Phase II ESA to determine specific contamination.

III. ROUNDABOUT DESIGN

Develop design plans for a two-lane modern roundabout at the intersection of 161st Street and Oak Road, in general accordance with IDM 4R design standards, including applicable drainage elements; and prepare final construction documents. The intersection will be constructed as a two-lane urban roundabout. The roundabout will be designed to accommodate a WB-65 and the City’s ladder fire truck. The City will provide ladder truck specifications. The east and west is anticipated to be widened to accommodate 300’ storage lanes. The north and south approaches will be single lane. The pavement will have an arterial pavement section. The storm sewer from the roundabout is anticipated to be tied into a storm sewer which will be built by the developer of the property northeast of the roundabout.

Specific Scope Details & Assumptions:

- Attend Early Coordination Meeting with Owner, if requested.
- Prepare Preliminary Plans (approximately 40% complete) and documents for Owner review. To be used as INDOT Stage 1 and Preliminary Field Check Plans. Plan and submittal content will generally be in accordance with INDOT’s Indiana Design Manual (IDM) Chapter 14 “Plan Development”, including the following elements:
 1. Project Description, including the following information: project location; project need and purpose; existing facility; traffic data; identification of proposal; cost estimate; environmental issues; right-of-way impact; traffic maintenance during construction; and concurrence (signed by the LPA).
 2. Level One Checklist and Design Computations, including the following information: Level One checklist for each street; design computations for determining geometrics, intersection sight distance calculations, and roundabout design checklist.
 3. Plan sheets, including the following:
 - Title sheet including the following information: project numbers; description number; location map (statewide); project location map with north arrow and scale; description of project work type and location; design data including design speed, project design criteria, etc.
 - Index sheet including the following information: an index of plan sheets at this stage and a list of utility owners and addresses.
 - Typical Cross Sections showing basic configuration and design features, including the following: lane and shoulder widths; profile grade, construction centerline, and alignment locations; curbs; sidewalk locations and widths; pavement and shoulder cross slopes; side slopes; ditches; shoulder configurations; bicycle facilities; and clear-zone width.
 - Plan and Profile sheets including the following design information: existing topography; project limits; horizontal alignment; vertical alignment; drainage design (includes mainline culverts, elevations and grades of ditches, conceptual storm-sewer layout; street approach and drive locations; alignment-controlling features;

- construction limits; proposed right-of-way; approximate guardrail/barrier locations; sidewalks, bicycle facilities, etc.; and survey reference ties and benchmark data.
 - Construction detail sheets, including the following: superelevation diagrams; roadway and shoulder layout for guardrail; modified approaches, signs, structures, etc., where applicable; intersection layout details; retaining walls; etc.
 - Traffic Maintenance details including conceptual scheme and phasing.
 - Cross section sheets including the following: profile-grade elevations; templates of the typical sections placed on the existing cross sections; drainage structures; approaches and drives; and buildings.
- 4. Design information, including hydraulic analysis for each mainline culvert, if applicable, and a preliminary cost estimate developed for major items.
- 5. INDOT forms as necessary, including quality assurance form and commitments report.
- Conduct a Preliminary Field Check (PFC) meeting.
- Prepare Pre-Final Plans (approximately 60% complete) and documents for Owner review. These plans will be generally to an INDOT Stage 2 level of detail. Plan and submittal content will generally be in accordance with INDOT's Indiana Design Manual (IDM) Chapter 14 "Plan Development", including the following elements:
 1. Previous Reviews, including marked-up plans from the Stage 1 submittal, changes from the PFC meeting, and any other comments.
 2. Conformance, including identification of any apparent or possible design exceptions.
 3. Plan sheets, including all previously stated sheets and details as well as the following:
 - Plan and Profile sheets, including finalized right-of-way; drainage features (storm sewers, pipe structures, ditch grades, inlet locations) and proposed drainage notes; and permanent erosion protection.
 - Structure Data table in preliminary form.
 - Approach table in preliminary form.
 4. Design information, including final drainage calculations (signed and sealed), updated preliminary cost estimate, and any updates to Level One checklist and design computations.
 5. INDOT forms as necessary, including quality assurance form and commitments report.
- Prepare Final Plans (approximately 95% complete) and documents for Owner review. To be used as INDOT Stage 3/Final Plans. Plan and submittal content will generally be in accordance with INDOT's Indiana Design Manual (IDM) Chapter 14 "Plan Development", including the following elements:
 1. Previous Reviews, including marked-up plans from the Pre-Final submittal.
 2. Plan sheets, including all previously stated sheets and details as well as the following:
 - Title sheet finalized including complete Design Data block.
 - Index and General Notes sheet finalized, including general notes and updated index.
 - Plan and Profile sheets, including completed structure notations; earthwork balances; and removal items.
 - Construction detail sheets, including the following: traffic maintenance details; traffic design elements (intersections, signals, signing, and lighting); and temporary erosion control.
 - Tables, including the following: Structure data table; Approach table; underdrain table; pipe material table; and other miscellaneous tables as needed.
 - Cross sections, including final structures and earthwork areas/volumes.
 3. Computations, including the following: finalized quantities; geotechnical and other reports; detailed cost estimate; and Level One checklist and design computations.
 4. Special provisions.
 5. INDOT forms as necessary, including quality assurance form; commitments report; environmental consultation form; and traffic-control plan checklist.

- Prepare Bid Plans (100% complete) and documents. To be used as INDOT Final Tracings. Plan and submittal content will generally include applicable elements listed on INDOT's Final Tracings Checklist (IDM Figure 14-1E).
- Scope assumes the following:
 1. Scope includes one (1) public information meeting during project development.
 2. Landscaping design is not required.
 3. Lighting design is included. We will be looking for a Level 2 design exception on the lighting.
 4. 60 day closure of the intersection during construction.
 5. Scope includes up to three (3) coordination meetings during project development.

Plan elements shall generally include the following:

- Title Sheet
- Index Sheet
- Plat Sheet
- Typical Cross Sections
- Plan & Profile Sheets
- Roundabout Layout
- Construction Details
- Signing & Pavement Marking Details
- Traffic Maintenance Details
- Erosion Control Details
- Summary Tables
- Cross Sections

Construction Documents shall generally include the following:

- Bid quantity computations & Engineer's estimate of probable costs
- Design calculations & documentation
- Project special provisions

IV. PERMITTING

Prepare and submit applications for project permits. Permits anticipated include Rule 5.

V. BIDDING AND CONSTRUCTION PHASE SERVICES

Provide Bidding & Construction phase services as requested, including pre-bid Q&A and addenda, pre-construction meeting attendance, submittal review, etc.

VI. GEOTECHNICAL SERVICES

Provide an evaluation of the surface and subsurface conditions and assess the impacts of these conditions on the proposed design and construction of the project. Improvements are anticipated to include construction of a roundabout and reconstruction and widening of the approach pavement on each leg of the intersection for a distance of about 400 ft. In addition, drainage improvements are anticipated to include storm sewers established at a depth of no greater than about 6 to 8 ft. Additional information such as earthwork (cuts and fills) and depth/size of drainage elements is not known at this time.

Specific Scope Details & Assumptions:

- Perform approximately five exploratory test borings to a depth of up to 12 feet as well as four pavement cores. Standard Penetration Test (SPT) sampling will be performed in the borings at 2½-ft intervals. We anticipate that the borings will be performed with truck-mounted equipment and backfilled at completion of the field work with auger cuttings and bentonite chips, and the surface will be restored with a concrete patch.
- Locate the test borings using measurements from existing site features shown on plans.
- Contact Indiana 811 to arrange an underground utility line location check prior to geotechnical work.
- Perform appropriate laboratory tests including visual soil classification, hand penetrometer readings, moisture content, grain size analysis, soil pH, soluble sulfate, Atterberg limit determinations, standard Proctor, resilient modulus or California Bearing Ratio and/or unconfined compression.
- Prepare a technical report which will include a summary of our findings and recommendations for geotechnical considerations regarding:
 - Subgrade preparation and improvement, as necessary, for support of sewers, embankment fill, if any, and pavement;
 - Pavement design parameters;
 - Embankment fill placement;
 - Placement and compaction of backfill for sewers; and
 - Potential construction problems due to the subsurface conditions encountered (e.g., soft subgrade difficulties, dewatering, etc.).
- Provide geotechnical review of the final check prints.

VII. UTILITY COORDINATION

Includes coordination of utility relocations and/or adjustments to accommodate the project in accordance with 105 IAC 13 for the design development and construction of the project. This intersection includes a 24" water main running along the south side of 161st Street as well as sanitary lines that run along 161st Street and Oak Road. There are also several utility poles that will need to be relocated as part of the project.

Specific Scope Details & Assumptions:

- Research existing records to confirm names of utility companies with facilities in or near the project limits. This includes review of map files maintained by City, investigation of field conditions, and review of information from Indiana Underground Plant Protection Service (Indiana 811). This task includes a single site visit for visual confirmation and data collection (i.e. photographs and confirmation measurements).
- Prepare and distribute "Initial Notice of Proposed Improvement Project" letters to all utilities known to exist in the project area. Gather responses and document utility replies.
- Prepare and distribute "Verification of Existing Facilities" letters and preliminary project plans to all utilities known to exist in the project area. All utility replies will be documented upon receipt and all facility and/or location corrections will be communicated to designers. Includes identification of reimbursable utilities and identification of easements utilities have obtained.
- Prepare and distribute "Conflict Analysis" letters and updated plan sheets to all utilities known to have facilities within the project limits. All replies will be documented upon receipt.
- Utility companies will be sent pre-final stage project design plans for developing their relocation plans with official request letters. Relocation work durations and schedules will be established.
- Relocation plans (both written summary and design sheet mark-ups) will be reviewed and included in plans. Also included are compiling of documents (including coordination certificate, special provisions, work plan narrative, and relocation drawings) and providing to designer. "Notice of Approved Work Plan" and "Notice to Proceed for Proposed Improvement" letters prepared and

submitted to Owner for approval. Distribute approved work plans and relocation plans to utilities. Also included is review of reimbursable utility relocation cost estimates, prepare reimbursable agreements between Owner and Utility.

- This task involves all required coordination during utility relocation of existing utilities or work performed in contract (if to be performed by project contractor). Assumes 5 Utilities requiring relocation.
- Provide Utility Coordination Certification and Utility Special Provisions for Final Tracings package.
- Continue utility relocation coordination activities, as needed, until completion of construction.
- This scope assumes attendance at up to four coordination meetings during design development and attendance at a pre-construction meeting.
- The following items are NOT included in this scope:
 - Field observation/inspection of utility relocations. This work is assumed to be performed by Owner's construction inspector.

VIII. RIGHT OF WAY ENGINEERING SERVICES

Verify property ownership and prepare Right of Way parcel plats for use in Right of Way acquisition.

Specific Scope Details & Assumptions:

- Provide Title and Encumbrance (T&E) Reports for each parcel involved in Right of Way Acquisition.
- Prepare boundary descriptions for all proposed acquisition areas required for the Project.
- Prepare an exhibit (plat) for each parcel showing the existing land with the proposed area to be acquired.
- Perform in the field stake-out locating the new Right-of-Way line for partial takings, as requested or approved by the Owner. The stake-out will be made using wooden hubs or stakes located at appropriate points indicating the Right of Way, easement, or right of entry for the Project. Assumes a minimum of 4 parcels to be staked per site visit.
- Provide INDOT compliant preliminary right of way plan sheets, including plan sheet checklist. A separate set of right of way plans is NOT included in this scope.
- Provide "electronic" submittal of right of way parcels into INDOT LRS system.

IX. SUBSURFACE UTILITY ENGINEERING

Provide horizontal designation of existing utilities of gas, water, electric, communication, fiber optic cable, cable television (CATV), force main, and lighting within the project limits. All aspects of the Subsurface Utility Engineering (SUE) performed under this contract will be in accordance with ASCE Standard 38-02 "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data" and industry standards as of the date of this contract. Geophysical surface utility designating will be ASCE Quality Level B (QLB). Test holes will be ASCE Quality Level A (QLA).

Specific Scope Details & Assumptions:

- Utilize surface geophysical methods to interpret the presence of subsurface utilities and use electromagnetic equipment to detect and designate the selected subsurface utilities. Access may be required into buildings in order to properly locate utilities. Sizes and materials will be obtained from existing as-built records, if available.

- Perform Ground Penetrating Radar (GPR) to locate any utilities or features that are non-conductive in nature. GPR is a wave-based form of geophysical investigation in which an electromagnetic wave, launched by a transmitting antenna element, is propagated downward into the ground. A portion of the wave energy is reflected off of subsurface features differing in electrical properties from the surrounding material. The reflected radar energy is detected back at the surface by a receiving antenna and converted to electrical signals, which correspond to minor changes in the voltage. The signals are sent to the control unit, amplified, and sent to a field laptop computer and a real-time two-dimensional depth profile is constructed. From the depth profile, features such as subsurface utilities, pipes, voids, or other obstructions can be interpreted and located in the field. Overall quality and vertical penetration of GPR data is entirely dependent on the composition of subsurface materials. Highly electrically conductive materials typically serve to attenuate the electromagnetic radar energy and not allow for significant depth penetration. Therefore, while due care will be exercised in the acquisition and interpretation of GPR measurements, no warranties or guarantees are offered with respect to existing subsurface conditions.
- Provide paint markings or flags to show the approximate horizontal position of the desired utilities. This work to be conducted concurrent with topographic survey.
- Upon completion of field work, perform a quality control (QC) check of the project by cross checking the proposed scope of work to the actual work performed.
- Provide basic Maintenance of Traffic (MOT) for SUE work using signs and cones.
- The following are exclusions from the SUE work.
 - o Will not be responsible for the disposal of any hazardous material.
 - o Will not provide SUE Quality Levels "C or D" as defined in the ASCE Standard 38-02.
 - o Designating of traffic signal wiring or interconnect, gravity storm or drainage lines, or irrigation electric lines are not included.
 - o Designating non-toneable utilities without tracer wire is not included.
 - o Entry in any confined spaces such as sewer or drain manholes is not included.
- Provide up to ten (10) test holes utilizing Air/Vacuum Subsurface Utility Locating to QLA. This work shall be in accordance with the following:
- Excavate test holes to expose the specific utility. Minimum excavation assumed to be 8"x 8" (64 square inches).
- If duct structures are present, excavate to the full depth of the multiple ducts to ensure the bottom of existing facility is found.
- Follow ASCE Standards for Collection and Depiction of Existing Subsurface Utility Data, including:
 - a) The horizontal and vertical location of the top of the utility.
 - b) The elevation of the existing grade over the utility at a test hole.
 - c) The outside diameter of the utility and configuration of non-encased, multi-conduit systems.
 - d) Type of utility (e.g. fiber optic, gas, water, sewer, telephone, etc.).
 - e) The utility structure material composition, when reasonably ascertainable.
 - f) The paving thickness and type, where applicable.
 - g) An above ground marker (i.e., PK nail or 5/8" capped rebar) will be placed above the centerline of the utility and record the elevation of the marker for reference above the utility.
 - h) Such other pertinent information as is reasonably ascertainable from each test hole site.
- Back fill and compact test holes in pavement in 6" lifts with cold patch asphalt mix.
- Provide cleanup of work site to equal or better condition before excavation.
- If settlement occurs, return to the site as soon as possible to address any settled areas.
- This work to be conducted during the design phase to investigate potential conflict points identified during utility coordination. Assumes all test holes will be conducted during the same mobilization.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.
2. Standard Specifications and standard drawings applicable to the project
3. Available existing plans within and adjacent to the project limits, including developments in the area as available
4. All written views pertinent to the location
5. Environmental studies that are received by LPA
6. Traffic Studies for the intersection
7. Necessary permit forms and permit processing
8. Available data from the transportation planning process
9. Utility plans available to LPA covering utility facilities, location of signals and underground conduits throughout the affected areas
10. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract

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:

- A. Topographic Survey:
 - 1. Topographic Survey shall be completed within 75 calendar days after receipt of notice-to-proceed.
- B. Environmental Services:
 - 1. Environmental Services will be initiated by the CONSULTANT after receipt of notice-to-proceed.
 - 2. Draft Environmental Document to be available for release to the public within 210 days after notice-to-proceed.
 - 3. Environmental Document approval within 45 days after completion of Public Involvement requirement is satisfied.
- C. Project Design:
 - 1. Stage One Plans are due 120 days after the Notice to Proceed.
 - 2. Stage Two Plans are due 120 days after the approval by the LPA of Stage One Plans.
 - 3. Stage Three Plans are due six months prior to the scheduled ready-for-letting date.
 - 4. As required, all environmental permit applications with documentation will be due nine months prior to the scheduled ready-for-letting date.
 - 5. The CONSULTANT will submit the Tracings Submittal four months prior to a scheduled letting.
- D. Utility Coordination Services:
 - 1. Utility Coordination Services will be initiated by the CONSULTANT after receipt of notice-to-proceed.
 - 2. LPA-Utility Agreements shall be completed no later than four months prior to letting.
- E. Geotechnical Investigation:
 - 1. Geotechnical Investigation report, to be completed within 90 calendar days after local field check.
- F. Pavement Design:
 - 1. Pavement Design, will be provided by the City. Final Pavement design will be provided to the CONSULTANT a minimum of 12 months prior to the scheduled letting date.
- G. Right-of-Way Engineering:
 - 1. Right-of-way engineering services shall be completed within 60 calendar days after the environmental approval.
- H. Right-of-Way Services:
 - 1. Right-of-way Appraisals shall be completed within 75 calendar days of approval of design approval.
 - 2. Right of Way Buying shall be completed in 75 calendar days after completion of the appraisal. Right-of-way parcels requiring condemnation proceedings to acquire the parcel are not subject to the schedule in this paragraph.

APPENDIX "D"Compensation:

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Agreement the total fee not to exceed \$ **245,880.00** unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY.
2. The CONSULTANT will be paid for the work performed under this Agreement in accordance with the following schedule:
 - a. Topographical Survey
per IAC 865 - (Lump Sum)..... \$29,800.00
 - b. Environmental Services
(Lump Sum)..... \$25,630.00
 - c. Roundabout Design (Lump Sum)
(includes Permitting and Utility Coordination) \$136,000.00
 - d. Geotechnical Services (Unit Price)..... \$13,520.00
 - e. R/W Engineering (based on 9 parcels) \$25,350.00
 - f. Subsurface Utility Engineering (Not to Exceed) \$11,580.00
 - g. Bidding and Construction Phase Services \$4,000.00

Project Name: 161st and Union Roundabout

Project Number / Phase: J175336600

Date: 5/31/2018

Change Order Number: 1

Prepared For: Nicky Kalck

Cardno Contact: Marc Woernle

Change Requested:

Task 1 – Wetlands: Agency Verification

Cardno will provide the completed delineation report to both the Indiana Department of Environmental Management (IDEM) and the United States Army Corps of Engineers (USACE) for their review and approval. Cardno will assist in reviewing and coordinating efforts with the USACE and IDEM as it relates to a USACE concurrence letter and a State Wetland Determination Letter. This effort also includes up to one onsite meeting with the Client/ Client's Engineer/ and with the USACE and IDEM (one mobilization).

Fee for Task 1: \$2,300.00

Task 2 – Cultural Resources: Site Investigation/ Analysis Report/ Artifact Curation

During the course of the Phase Ia archaeological investigation, one new archaeological site was identified. The site is located in the northwest corner of the intersection of 161st and Union Streets, and consists of a historic artifact scatter. Historic mapping indicates a property in the approximate location of the site dating back to at least 1866. Due to the identification of an archaeological site, Cardno is now required to complete the following:

- Full site delineation in the field, which consists of digging additional shovel tests in a gridded pattern every 5 meters (as opposed to the standard 15m interval) until the site is fully delineated.
- Laboratory analysis and artifact curation preparation, which involves, cleaning, cataloguing, and labeling every identified artifact (N=50).
- Full report of investigations, as opposed to completing the Indiana Short Report Template as was included in our original scope.

Fee for Task 2: \$2,200.00

Task 3 – Cultural Resources: Historic Property Report

Per our original scope, Cardno has consulted with the Indiana Department of Transportation-Cultural Resources Office (INDOT-CRO) regarding the necessity of a Historic Property Report (HPR) for the project. INDOT-CRO has indicated that an HPR is required for the project, and further stated that it will likely consist of a Historic Property Short Report, due to a lack of buildings older than 50 years in or adjacent to the construction footprint. Nevertheless, the HPR will require documentation, mapping, and reporting by a qualified architectural historian, as well as at least one round of review and edits by INDOT-CRO.

Fee for Task 3: \$3,800.00**Total Fixed Fee for this Change Order: \$8,300.00****Change Approved By:****Client:**_____
Signature_____
Printed Name/Title_____
Company_____
Authorization Date**Cardno:**_____
Cardno, Inc.

ROAD IMPACT FEE INSTALLMENT AGREEMENT

Cross Referenced to Instrument No. 2017-64198

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

Section 1. **Description of Real Estate:** See attached **Exhibit A** (the “Real Estate”).

Address: 1821 Bastian Court, Westfield, Indiana 46074

Parcel No: 08-06-19-00-02-001.000

Section 2. **Improvement Location Permit No.:** 18-C-006-417 (the “ILP”).

Builder/Contractor: Peterson Company, LLC

Section 3. **Statement of Terms:**

- A. As part of the development of the Real Estate, road impact fees are required to be paid to the City by the Applicant. In accordance with City Ordinance 12-13, the City assessed a road impact fee of **\$142,599** on May 17, 2018, attached hereto as **Exhibit B** (18-RIFA-05) (the “Assessed Road Impact Fee”), as part of the Applicant’s filed ILP for the Real Estate.
- B. Pursuant to I.C. 36-7-4-1324 the City agrees to installment payments of the Assessed Road Impact Fees as set forth herein.
- C. Prior to the issuance of the ILP, the Applicant agrees to tender five-thousand dollars (\$5,000.00) or five percent (5%), whichever is greater.
- D. The Applicant agrees to make installment payments to the City for the remaining Assessed Road Impact Fee on or before the dates set forth below. The remaining amounts shall be due in equal payments beginning March 1, 2017, and every year thereafter, in accordance with the following:

Issuance of ILP:	\$7,129.95
March 1, 2019:	\$27,093.81
March 1, 2020:	\$27,093.81
March 1, 2021:	\$27,093.81
March 1, 2022:	\$27,093.81
<u>March 1, 2023:</u>	<u>\$27,093.81</u>
Total Road Impact Fee:	\$142,599.00

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

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

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

Section 5. **Effective Date:**

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

Section 6. **Recording:**

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

Section 7. **Enforcement:**

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

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

BASTIAN SOLUTIONS, LLC (the "Property Owner")

By: [Signature]

Printed Name: William A. Bastian Jr

Title: CEO

Date: JUNE 1ST, 2018

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

[Signature]

SIGNATURE OF NOTARY PUBLIC



State of INDIANA, County of HAMILTON, SS:

Subscribed and Sworn before me this 1ST day of JUNE, 2018.

Printed Name of Notary Public LEIGH A. SZABO, A HAMILTON County INDIANA RESIDENT

My Commission Expires FEB. 01, 2024

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

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

EXHIBIT A
REAL ESTATE

A part of the Southwest Quarter of Section 19, Township 19 North, Range 4 East Hamilton County, Indiana, more particularly described as follows:

Commencing at the southwest corner of said section proceed thence North 00 degrees 08 minutes 50 seconds West (bearing per Indiana State Plane Coordinates, East Zone) along the west line of said section 1,996.70 feet; thence South 89 degrees 19 minutes 05 seconds East 53.45 feet to the west right of way line for US Highway 31 and also being the POINT OF BEGINNING, marked by a 5/8" rebar with Structurepoint Cap (hereafter referred to as Structurepoint rebar); thence North 00 degrees 04 minutes 30 seconds West along said right of way 574.23 feet to a Structurepoint rebar; thence North 89 degrees 55 minutes 17 seconds East 943.68 feet to a Structurepoint rebar; thence South 00 degrees 04 minutes 43 seconds East 397.34 feet to a Structurepoint rebar on the north line of a Pipeline Easement recorded in Deed Record 177, Page 227 on file in the Office of the Recorder of Hamilton County, Indiana, the following three (3) courses are along said north line; 1)thence South 37 degrees 07 minutes 07 seconds West 92.16 feet to a Structurepoint rebar; 2)thence South 37 degrees 21 minutes 00 seconds West 85.99 feet to a Structurepoint rebar; 3)thence South 39 degrees 49 minutes 15 seconds West 59.68 feet to a Structurepoint rebar; thence North 89 degrees 19 minutes 05 seconds West 797.60 feet to the POINT OF BEGINNING, containing 12.265 acres of land, more or less.

EXHIBIT B

ASSESSED ROAD IMPACT FEE

ROAD IMPACT FEE ASSESSMENT

Assessment Request #: 18-RIFA-05
 Assessment Request Date: 05/17/18
 Assessment Date: 05/17/18
 Assessment Performed by: Matt Skelton
 (I.C. 36-7-4-1321 and City Ordinance No. 12-13)



Property Information:		Applicant Information:	
Property Description:		Name: Bastian Solutions	
Parcel:	08-06-19-00-00-017.000	Address: 10585 N Meridian Street, 3rd Floor	
Address:	Appx 900' south of E 202nd & US 31 Westfield, Indiana 46074	Indianapolis, IN 46290	
Aurora PUD		Contact: 317.547.5580	nwinslow@structurepoint.com

Development Information:	
Existing:	Proposed:
Undeveloped/Vacant	72,000 sq. ft. warehousing/distribution building
Northpoint (Aurora) PUD	20,000 sq. ft. general office

Road Impact Fee Calculation:

In accordance with I.C. 36-7-4-1321 and the City's adopted impact fee ordinance, road impact fees are calculated based on the number of twenty-four-hour trips taken from the latest version of the *Trip Generation Manual*, a study published by the Institute of Transportation Engineers (the following were developed based on the guidelines set forth in the 9th Edition).

Land Use Code:	Warehousing (150)		
Independent Variable:	72,000	Sq. Ft. GFA	
Weighted Trip Average:	3.56	per 1,000 Sq. Ft. GFA	(average weekday 24-hour trip rate)

Land Use Code:	General Office Building (710)		
Independent Variable:	20,000	Sq. Ft. GFA	
Weighted Trip Average:	11.03	per 1,000 Sq. Ft. GFA	(average weekday 24-hour trip rate)

Trips:

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

Pass-by Trips:

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

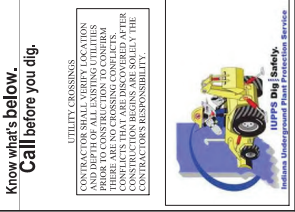
Calculation:

	Sq. Ft. GFA	Variable	Trip Average		
Trips:	72,000	/ 1,000	x 3.56	=	256.32 24-hour trips
	20,000	/ 1,000	x 11.03	=	220.60 24-hour trips
	Total trips				476.92 24-hour trips
Pass-by Trips:	Average pass-by trip percentage:			0% pass-by trip reduction %	(destination use)
				0.00 pass-by trips	
Credits:	No structure demolition is proposed			0.00 structure demolition credits	
	Total net trips:				476.92 24-hour trips

Road Impact Fee: \$ 299 per trip (effective 01/01/2017 through 12/31/2018)

Road Impact Fee Assessment:						Total Road Impact Fee:
24-hour trips	fee per trip	road impact fee	pass-by trip discount	redevelopment credits		
476.92	x \$ 299	= \$ 142,599	- \$ -	- \$ -	=	\$ 142,599

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



CROSS REFERENCE DOCUMENT: Instrument#11789, Book 296, Page 83
recorded May 16, 1977.

GRANT OF EASEMENT

THIS INDENTURE WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, Joseph G. Roberts (hereinafter "Grantor"), for himself and his grantees, successors and assigns, hereby grants, warrants and conveys unto the City of Westfield, an Indiana municipal corporation (hereinafter "Grantee"), its grantees, successors and assigns, a perpetual easement with the right, privilege, and authority in Grantee, its grantees, successors and assigns to enter upon and lay, construct, install, operate, use, inspect, maintain, repair, replace, reconstruct and remove public roads, streets, curbs, culverts, cuts, gutters, sanitary sewers, water mains and other public utilities, together with all necessary and convenient appurtenances thereto (which public roads, streets, curbs, culverts, cuts, gutters, sanitary sewers, water mains and other public utilities, together with all necessary and convenient appurtenances thereto are hereinafter called the "Facilities") in, under, upon, over, across and through the real estate located in Hamilton County, Indiana, that is described in Exhibit A, which real estate is hereinafter signified by the term "the Easement Real Estate". Said Exhibit A is incorporated in, and made a part of, this instrument by this reference and the preceding reference thereto.

Said easement also includes the rights and privileges: (1) of ingress and egress for the employees, agents and representative of Grantee, its grantees, successors and assigns to, from and over the Easement Real Estate; (2) to use, temporarily, additional space where available and necessary from time to time adjacent to the Easement Real Estate for equipment and materials necessary for installation, repair, and maintenance of Grantee's Facilities located in, under, upon, over, across, and through the Easement Real Estate; (3) for Grantee and its successors and assigns to cut, trim and remove trees, shrubbery and similar growth in and overhanging the Easement Real Estate so that such growth does not interfere with or threaten or endanger the installation, operation and maintenance of the

Facilities. This easement and the rights hereby granted shall operate as a covenant running with the land.

Grantor herein covenants for himself and for his successors and assigns, that none of them will erect, construct, install or maintain any building, other structure, obstruction or improvement, in, under, upon, over, across or through the Easement Real Estate. Grantor further covenants that he is the owner in fee simple of the real estate, that he has the right to grant and convey the foregoing easement and that the land is free and clear of all encumbrances and liens of whatsoever character except those appearing of record; and that, subject to the foregoing, he will warrant and defend Grantee's title to the easement granted hereby against all lawful claims.

IN WITNESS WHEREOF, the Grantor has executed this easement this _____ day of July, 2018.

GRANTOR:

By: _____

Printed: _____

Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Joseph G. Roberts, who acknowledged the execution of the above and foregoing to be their voluntary act and deed, and who swore to the truth of the matters therein.

WITNESS my hand and notarial seal this _____ day of July, 2017.

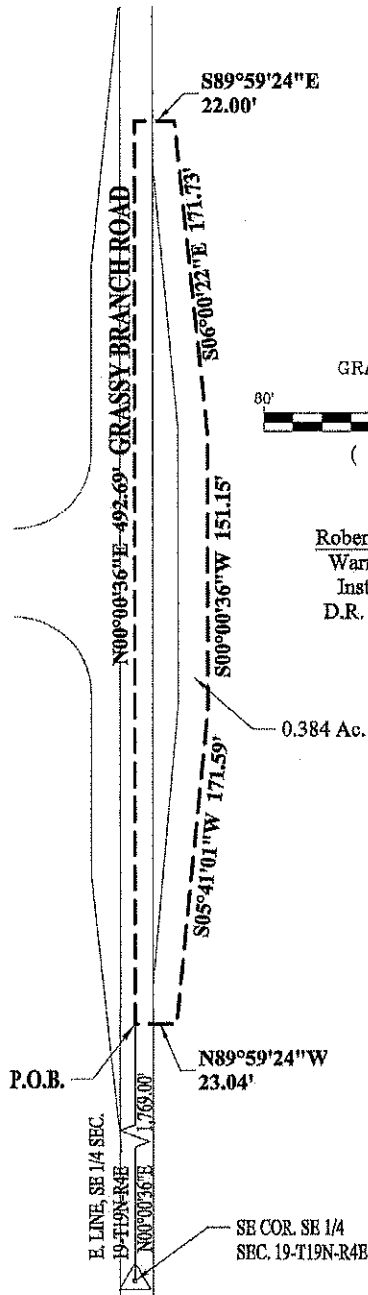
Notary Public

My Commission Expires: _____ County of Residence: _____

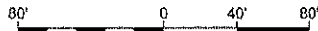
This instrument was prepared by Wanda Wooldridge, CalAtlantic Homes of Indiana, Inc., 9025 N. River Road, Suite 100, Indianapolis, IN 46240.

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

EXHIBIT "A"



GRAPHIC SCALE



(IN FEET)

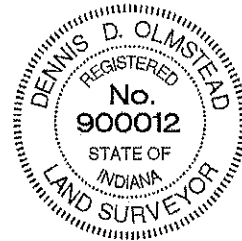
1" = 80 FT

Roberts, Joseph G
Warranty Deed
Instr. #11789
D.R. 296, PG 83

A part of the Southeast Quarter of Section 19, Township 19 North, Range 4 East, Washington Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the southeast corner of the Southeast Quarter of said Section 19; thence North 00 degrees 00 minutes 36 seconds East along the East line of said Southeast Quarter 1,769.00 feet to the POINT OF BEGINNING of this description; thence continuing North 00 degrees 00 minutes 36 seconds East along said East line 492.69 feet; thence South 89 degrees 59 minutes 24 seconds East 22.00 feet; thence South 06 degrees 00 minutes 22 seconds East 171.73 feet; thence South 00 degrees 00 minutes 36 seconds West 151.15 feet; thence South 05 degrees 41 minutes 01 seconds West 171.59 feet; thence North 89 degrees 59 minutes 24 seconds West 23.04 feet to the place of beginning, containing 0.384 acres, more or less.

D.D.O.
Dennis D. Olmstead
Registered Land Surveyor
No. 900012



STOEPPELWERTH

ALWAYS ON

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

JOB NO. 55285CAL-S1A

DRAWN BY: ADG

CHECKED BY: DDO

DATE DRAWN: 07/13/2018

FIELDWORK DATE:

PAGE

1

OF 2 SHEETS

WARRANTY DEED

THIS INDENTURE WITNESSETH, That Northview Christian Life Church Inc. by Scot Agerter, ("Grantor") of Hamilton County, in the State of Indiana, Convey and Warrant to the **CITY OF WESTFIELD, INDIANA**, an Indiana political subdivision, for the sum of One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate in Hamilton County, Westfield, Indiana, 46074 and more particularly described as follows:

See Exhibit "A" attached hereto

Grantor shall be responsible for all real estate taxes and assessments accrued as of the date of this transaction and subject to all easements, rights-of-way, agreements and restrictions of record.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands and seals this 9th day of July, 2018.


NAME

Const. Director
TITLE

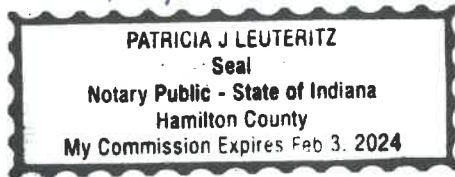
STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared
Scott Agenter, on behalf of Northview Church, who acknowledged their
authority and the execution of the foregoing Warranty Deed to be their voluntary
act and deed.

WITNESS, my hand and Notarial Seal this 9th day of July, 2018.

My Commission Expires:

2/3/24



Printed: Patricia J. Leuteritz
Notary Public, A Resident of
Hamilton County, Indiana

Mail Tax Statement to: City of Westfield
 130 Penn Street
 Westfield, IN 46074

THIS INSTRUMENT PREPARED BY Brian J. Zaiger
 KRIEG DEVAULT, LLP
 12800 North Meridian, Suite 300
 Carmel, IN 46032

Return Document to: Cindy Gossard
 City of Westfield
 130 Penn Street
 P.O. Box 10
 Westfield, IN 46074

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each and every
Social Security number from this document, unless it is required by law. Brian J. Zaiger, Esq.

EXHIBIT "A"

RIGHT-OF-WAY DEDICATION DESCRIPTION

186th Street & Casey Road – Westfield, Indiana

Owner: Northview Christian Life Church, Inc.

Parcel #: 08-05-34-00-00-003.001

A part of the East Half of the Northwest Quarter of Section 34, Township 19 North, Range 3 East of the Second Principal Meridian, Washington Township, Hamilton County, Indiana, described as follows:

Beginning at the northwest corner of the East Half of the Northwest Quarter of Section 34, Township 19 North, Range 3 East of the Second Principal Meridian; thence North 89 degrees 28 minutes 35 seconds East (assumed) 500.00 feet along the north line of said half quarter section to the northeast quarter to the northeast corner of that 11.00 acre tract described the Warranty Deed recorded as Instrument Number 2014008500; thence South 0 degrees 11 minutes 11 seconds West 60.00 feet along the west line of said 11.00 acre tract; thence South 89 degrees 28 minutes 35 seconds West 371.00 feet; thence South 44 degrees 59 minutes 51 seconds West 97.89 feet; thence South 0 degrees 11 minutes 11 seconds West 829.80 feet to the south line of said 11.00 acre tract; thence South 89 degrees 28 minutes 35 seconds West 60.00 feet along said south line to the west line of the above-mentioned half quarter section; thence North 0 degrees 11 minutes 11 seconds East 958.39 feet along said west line to the point of beginning and containing 1.98 acres, more or less.

This description was prepared by Tracy L. McGill,
Indiana Registered Land Surveyor, License
Number 20500009, on the 26th day of June, 2018.



EDIT DATE: 6/26/18 EDITED BY: TMC GILL P: \2017\02701\0. DRAWINGS\SURVEY\WESTFIELD. NORTHMEW\201702701.SV, 2018-06-26 EXH. ROW.DWG

Point of Beginning
NW COR E $\frac{1}{2}$, NW $\frac{1}{4}$,
SEC 34, T19N, R3E

CASEY ROAD

N00°11'11"E - 958.39'

East line, E $\frac{1}{2}$, NW $\frac{1}{4}$, Sec 34

S00°11'11"W - 829.80'

S44°59'51"W
97.89'

N89°28'35"E - 500.00' 186th STREET
North line, E $\frac{1}{2}$, NW $\frac{1}{4}$, Sec 34

S89°28'35"W - 371.00'

S00°11'11"W
60.00'

OWNER:
Northview Christian Life
Church Inc.
Inst. #2014008500
11.00 Ac±

1191 w 186th St
Westfield, IN

Parcel #:
08-05-34-00-00-003.001

AREA COMPUTATION
Deeded: 11.00 Ac±
R/W Dedication: 1.98 Ac±
Remainder: 9.02 Ac±

S89°28'35"W
60.00'



0 60' 120'
SCALE: 1"=120'

RIGHT-OF-WAY DEDICATION

AMERICAN
STRUCTUREPOINT
INC.

7260 SHADELAND STATION
INDIANAPOLIS, IN 46256-3957
TEL 317.547.5580 FAX 317.543.0270
www.structurepoint.com

DATE: 6/26/2018

DRAWN BY: TLM

JOB NO. 2017.02701

SHEET NO.

1

of

1

DESC. FILE: ROW

DEVELOPMENT AGREEMENT

Corporate Warranty Deed Cross Reference:

THIS DEVELOPMENT AGREEMENT is entered this ____ day of _____, 2018, by and between the City of Westfield, Indiana, an incorporated municipality ("Westfield"), and collectively FMH Family Limited Partnership and 191st Street Land Co LLC ("Developer") (collectively, the "Parties") to provide for the subdivision and development of real estate generally located on the southeast corner of 191st Street and Chad Hittle Drive (the "Project").

WHEREAS, Westfield and Developer have come together to be collaborative; and

WHEREAS, Developer is proposing to develop a mixed use commercial development project (the "Project") and more particularly described in the attached Exhibit A (the "Real Estate"); and

WHEREAS, Westfield agrees to certain commitments within the Project subject to the terms of the Agreement; and

NOW THEREFORE, the Parties in consideration of the mutual covenants contained herein agree as follows:

1. **Allowance, at time of development, right-in-right-out access onto 191st Street.** Westfield shall allow, at the time of development of the Project, a right-in-right-out access drive onto 191st Street between Chad Hittle Drive and the southbound U.S. 31 entrance ramp as illustrated in Exhibit A.
2. **Removal of cul-de-sac bulb on Chad Hittle Court.** Westfield shall, at the time of the development of "Hittle And Thirtyone," as illustrated in Exhibit C, and once a connection to Chad Hittle Court is made, remove the cul-de-sac bulb, as illustrated in Exhibit A, and vacate that real estate to Developer in accordance with all state and local statutes and regulations.
3. **Allowance of full access drive onto Chad Hittle Drive.** Westfield shall allow, at the time of development of the Project, a full access drive onto Chad Hittle Drive, ~~aligned with the existing church drive on the west side of Chad Hittle Drive,~~ as illustrated in Exhibit A. *Smith*
4. **Future carving along 191st & Chad Hittle Drive.** After construction of the roundabout at 191st and Chad Hittle Drive is completed, Westfield agrees to review the land needed for the roundabout at 191st and Chad Hittle Drive. If excess land is determined to be unnecessary to the improvement project, then this land will be vacated to the Developer in accordance with all state and local statutes and regulations.

5. **Parcels 12, 12A, 15, 15A, 15B, and 15C as required for the construction of the roundabout at 191st Street and Chad Hittle Drive.** Within seven days of the execution of this agreement, the Developer shall deed R/W parcels 12, 15, and 15B and Temporary R/W parcels 12A, 15A, and 15C, as illustrated in **Exhibit B**, to the City of Westfield.
6. Any notice, statement, demand, or other communication required or permitted to be given, rendered or made shall be addressed as indicated below:

If to City of Westfield:
City of Westfield
Attn: Phil Sundling
Director of Public Works
2706 E. 171st Street
Westfield, IN 46074

With a Copy to:
Kreig DeVault
Attn: Brian J. Zaiger
12800 N. Meridian Street, Suite 300
Carmel, IN 46032

If to Developer:
FMH Family Limited Partnership
Attn: Frank Hahn
1343 Grey Eagle
Prescott, AZ 86305

Each party represents that it has the authority to enter into this Agreement binding each party. Executed the date and year first above written.

5. **Parcels 12, 12A, 15, 15A, 15B, and 15C as required for the construction of the roundabout at 191st Street and Chad Hittle Drive.** Within seven days of the execution of this agreement, the Developer shall deed R/W parcels 12, 15, and 15B and Temporary R/W parcels 12A, 15A, and 15C, as illustrated in **Exhibit B**, to the City of Westfield.
6. Any notice, statement, demand, or other communication required or permitted to be given, rendered or made shall be addressed as indicated below:

If to City of Westfield:
City of Westfield
Attn: Phil Sundling
Director of Public Works
2706 E. 171st Street
Westfield, IN 46074

With a Copy to:
Kreig DeVault
Attn: Brian J. Zaiger
12800 N. Meridian Street, Suite 300
Carmel, IN 46032

If to Developer:
FMH Family Limited Partnership
Attn: Frank Hahn
1343 Grey Eagle
Prescott, AZ 86305

Each party represents that it has the authority to enter into this Agreement binding each party. Executed the date and year first above written.

**City of Westfield, Indiana ("Westfield")
Hamilton County, Indiana**

By: _____

J. Andrew Cook, Member

Board of Public Works and Safety

Date: _____

By: _____

Kate Snedeker, Member

Board of Public Works and Safety

Date: _____

By: _____

Randell Graham, Member

Board of Public Works and Safety

Date: _____

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

SIGNATURE OF NOTARY PUBLIC

State of _____, County of _____, SS:

Subscribed and Sworn before me this ____ day of _____, 20__.

Printed Name of Notary Public _____

My Commission Expires _____

[ADDITIONAL SIGNATURE PAGES AND NOTARY FOLLOWS]

FMH Family Limited Partnership ("Developer")

By: FMH Family Limited Partnership

By: Frank M. Hahn

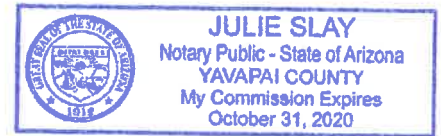
Name: Frank M. Hahn

Title: G.P.

Date: 5/7/18

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

Julie Slay
SIGNATURE OF NOTARY PUBLIC



State of Arizona County of Yavapai, SS:

Subscribed and Sworn before me this 7th day of May, 2018

Printed Name of Notary Public Julie Slay

My Commission Expires October 31, 2020

THIS INSTRUMENT PREPARED BY: Brian J. Zaiger, Attorney at Law
KRIEG DEVAULT, LLP
12800 North Meridian, Suite 300
Carmel, IN 46032
(317) 238-6266

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

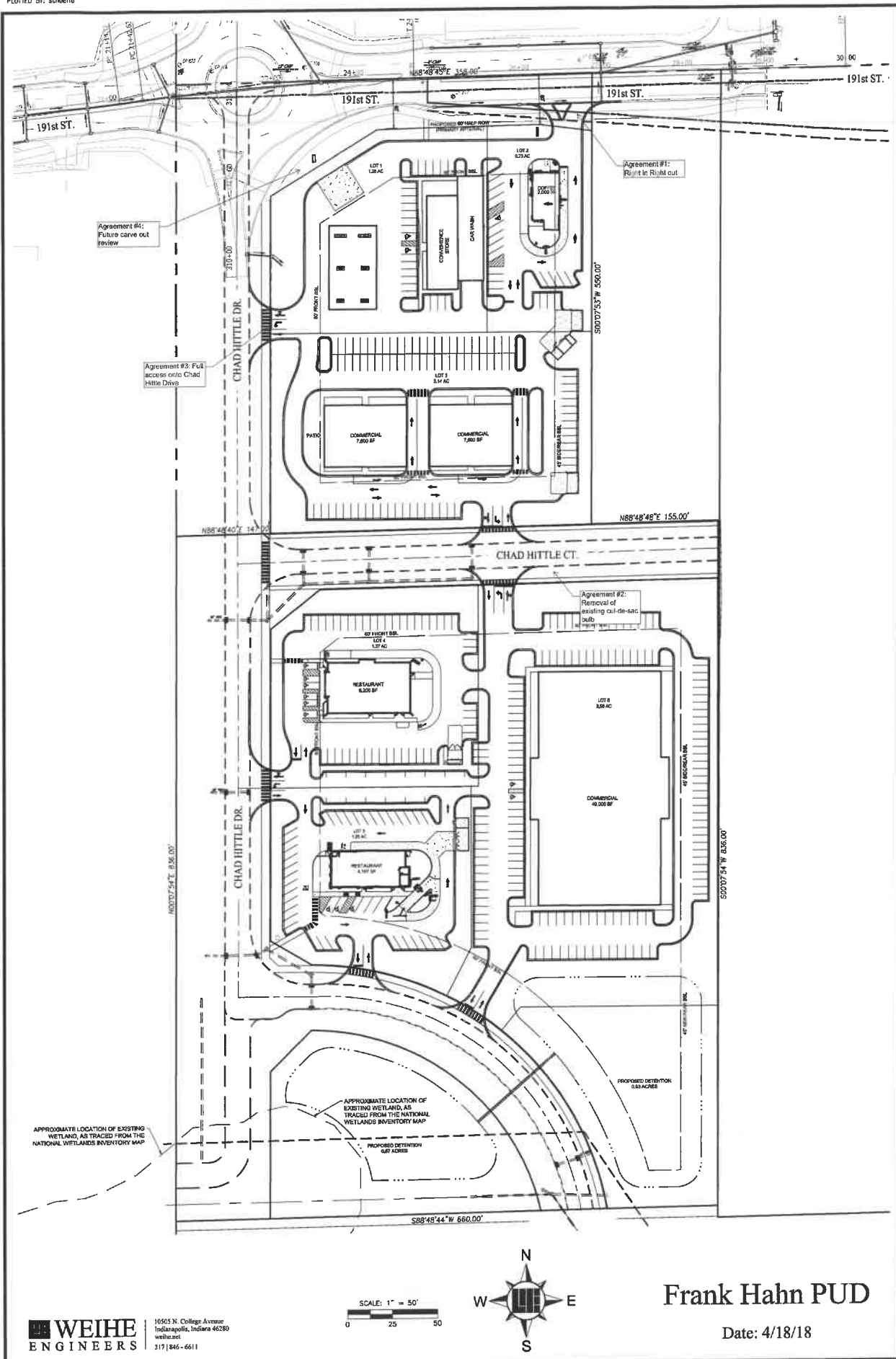


EXHIBIT A
REAL ESTATE

EXHIBIT B
R/W PARCELS

Project: 191st Street Improvements
Tomlinson Road to U.S. 31
Parcel: 12 Fee
Parcel ID: 29-05-25-000-044.000-015

A part of the East Half of the Southeast Quarter of Section 25, Township 19 North, Range 3 East, Hamilton County, Indiana, and being that part of the grantor's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat, marked Exhibit "B", described as follows: Commencing at the northwest corner of said half-quarter section; thence North 88 degrees 51 minutes 35 seconds East 305.00 feet along the north line of said quarter section to the prolonged west line of the grantor's land; thence South 00 degrees 09 minutes 45 seconds West 40.01 feet along said prolonged west line to the southern boundary of 191st Street and the point of beginning of this description: thence South 82 degrees 46 minutes 23 seconds East 50.37 feet along the boundary of said 191st Street to the east line of the grantor's land; thence South 00 degrees 09 minutes 45 seconds West 12.67 feet along said east line; thence South 88 degrees 51 minutes 35 seconds West 50.00 feet to the west line of the grantor's land; thence North 00 degrees 09 minutes 45 seconds East 20.01 feet to the point of beginning and containing 0.019 acres, more or less.



This description was prepared for the
City of Westfield, Indiana
on the 5th day of May, 2018.

Kelly D. Marley

Kelly D. Marley
Indiana Registered Land Surveyor
License Number LS20400016

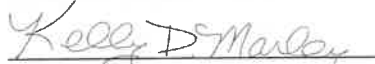


Project: 191st Street Improvements
Tomlinson Road to U.S. 31
Parcel: 12A Temporary Right-of-Way for Grading
Parcel ID: 29-05-25-000-044.000-015

A part of the East Half of the Southeast Quarter of Section 25, Township 19 North, Range 3 East, Hamilton County, Indiana, described as follows: Commencing at the northwest corner of said half-quarter section; thence North 88 degrees 51 minutes 35 seconds East 305.00 feet along the north line of said quarter section to the prolonged west line of the grantor's land; thence South 00 degrees 09 minutes 45 seconds West 60.02 feet along said prolonged west line and the west line of the grantor's land to the point of beginning of this description; thence North 88 degrees 51 minutes 35 seconds East 50.00 feet to the east line of the grantor's land; thence South 00 degrees 09 minutes 45 seconds West 9.80 feet along said east line; thence South 88 degrees 40 minutes 37 seconds West 50.00 feet to the west line of the grantor's land; thence North 00 degrees 09 minutes 45 seconds East 9.96 feet along said west line to the point of beginning and containing 0.011 acres, more or less.



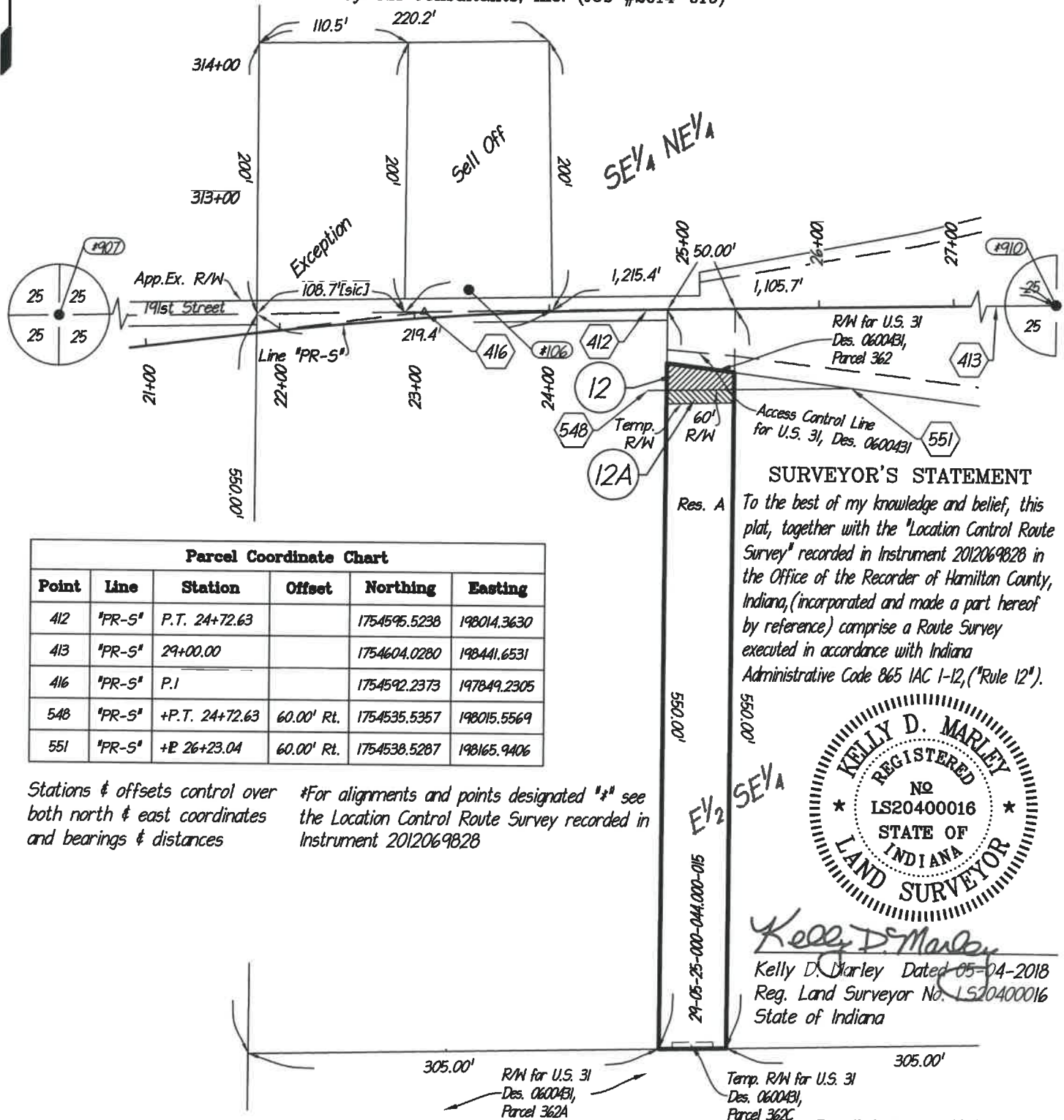
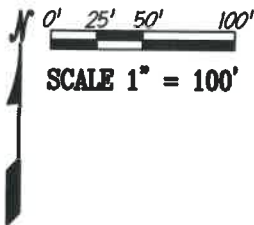
This description was prepared for the
City of Westfield, Indiana
on the 5th day of May, 2018.


Kelly D. Marley
Indiana Registered Land Surveyor
License Number LS20400016



RIGHT-OF-WAY PARCEL PLAT

Prepared for the the City of Westfield, IN
by USI Consultants, Inc. (Job #2014-019)



Parcel Coordinate Chart

Point	Line	Station	Offset	Northing	Easting
412	"PR-5"	P.T. 24+72.63		1754595.5238	198014.3630
413	"PR-5"	29+00.00		1754604.0280	198441.6531
416	"PR-5"	P.I		1754592.2373	197849.2305
548	"PR-5"	+P.T. 24+72.63	60.00' Rt.	1754535.5357	198015.5569
551	"PR-5"	+E 26+23.04	60.00' Rt.	1754538.5287	198165.9406

Stations & offsets control over both north & east coordinates and bearings & distances

For alignments and points designated "" see the Location Control Route Survey recorded in Instrument 2012069828

SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this plat, together with the "Location Control Route Survey" recorded in Instrument 2012069828 in the Office of the Recorder of Hamilton County, Indiana, (incorporated and made a part hereof by reference) comprise a Route Survey executed in accordance with Indiana Administrative Code 865 IAC 1-12, ("Rule 12").



Kelly D. Marley
Kelly D. Marley Dated 05-04-2018
Reg. Land Surveyor No. LS20400016
State of Indiana

PARCEL: 12 OWNER: 191st STREET LAND CO, LLC

PROJECT: 191st ST. IMPROVEMENTS

ROAD: 191st ST.

COUNTY: HAMILTON

SECTION: 25

TOWNSHIP: 19 N.

RANGE: 3 E.



USI
consultants
engineers & land surveyors

HATCHED AREA IS THE APPROXIMATE TAKING

DRAWN BY: K.D. MARLEY 08-18-2014

CHECKED BY: J.M. GARDNER 09-10-2014

INSTR. 2012051433 DATED 8-9-2012

INSTR. 2013072717 DATED 11-12-2013

INSTR. 2017023059 DATED 5-3-2017

DIMENSIONS SHOWN ARE FROM THE ABOVE LISTED RECORD DOCUMENTS.

Rev. 5-3-2018 : Added Sell Off.

Project: 191st Street Improvements
Tomlinson Road to U.S. 31
Parcel: 15 Fee
Parcel ID: 29-05-25-000-040.000-025

A part of the West Half of the Northeast Quarter of the Southeast Quarter of Section 25, Township 19 North, Range 3 East, Hamilton County, Indiana, and being that part of the grantor's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat, marked Exhibit "B", described as follows: Beginning on the north line of said quarter section at a point North 88 degrees 51 minutes 35 seconds East 147.00 feet from the northwest corner of said half-quarter-quarter section, which point of beginning is the northwest corner of the grantor's land; thence continuing North 88 degrees 51 minutes 35 seconds East 158.00 feet along said north line to the northeast corner of the grantor's land; thence South 00 degrees 09 minutes 45 seconds West 60.02 feet along the east line of the grantor's land; thence South 88 degrees 51 minutes 35 seconds West 13.98 feet to point "548" designated on said Parcel Plat; thence 46.67 feet along a curve to the left and having a radius of 2,940.00 feet and subtended by a long chord having a bearing of South 88 degrees 24 minutes 18 seconds West and a length of 46.67 feet to point "547" designated on said Parcel Plat; thence South 58 degrees 17 minutes 22 seconds West 114.62 feet to the west line of the grantor's land and point "545" designated on said Parcel Plat; thence North 00 degrees 09 minutes 45 seconds East 118.69 feet along said west line to the point of beginning and containing 0.284 acres, more or less, inclusive of the presently existing right-of-way which contains 0.029 acres, more or less.



This description was prepared for the
City of Westfield, Indiana
on the 15th day of March, 2017.

Kelly D. Marley
Kelly D. Marley
Indiana Registered Land Surveyor
License Number LS20400016



Project: 191st Street Improvements
Tomlinson Road to U.S. 31
Parcel: 15B Fee
Parcel ID: 29-05-25-000-041.000-025

A part of the East Half of the Southeast Quarter of Section 25, Township 19 North, Range 3 East, Hamilton County, Indiana, and being that part of the grantor's land lying within the right-of-way lines depicted on the attached Right-of-Way Parcel Plat, marked Exhibit "B", described as follows: Commencing at the northwest corner of said half-quarter section; thence North 88 degrees 51 minutes 35 seconds East 355.00 feet along the north line of said quarter section to the prolonged west line of the grantor's land; thence South 00 degrees 09 minutes 45 seconds West 47.34 feet (48.17 feet by Instrument 20140215563) along said prolonged west line to the southern boundary of 191st Street described for Parcel 361, Des. No. 0600431 and the point of beginning of this description: thence South 82 degrees 46 minutes 23 seconds East 87.07 feet along said boundary to point "551" designated on said Parcel Plat; thence South 88 degrees 51 minutes 35 seconds West 86.44 feet to the west line of the grantor's land; thence North 00 degrees 09 minutes 45 seconds East 12.67 feet along said west line to the point of beginning and containing 0.013 acres, more or less.



This description was prepared for the
City of Westfield, Indiana
on the 18th day of September, 2014.

Kelly D. Marley

Kelly D. Marley
Indiana Registered Land Surveyor
License Number LS20400016



**Project: 191st Street Improvements
Tomlinson Road to U.S. 31
Parcel: 15A Temporary Right-of-Way for Grading
Parcel ID: 29-05-25-000-040.000-025**

A part of the West Half of the Northeast Quarter of the Southeast Quarter of Section 25, Township 19 North, Range 3 East, Hamilton County, Indiana, described as follows: Commencing at the northwest corner of said half-quarter-quarter section; thence North 88 degrees 51 minutes 35 seconds East 305.00 feet along the north line of said quarter section to the northeast corner of the grantor's land; thence South 00 degrees 09 minutes 45 seconds West 60.02 feet along the east line of the grantor's land to the point of beginning of this description: thence continuing South 00 degrees 09 minutes 45 seconds West 9.96 feet along said east line; thence South 88 degrees 40 minutes 37 seconds West 13.75 feet; thence Westerly 64.17 feet along a curve to the left and having a radius of 2,930.00 feet and subtended by a long chord having a bearing of South 88 degrees 13 minutes 57 seconds West and a length of 64.17 feet; thence North 58 degrees 17 minutes 22 seconds East 20.31 feet; thence Easterly 46.67 feet along a curve to the right and having a radius of 2,940.00 feet and subtended by a long chord having a bearing of North 88 degrees 24 minutes 18 seconds East and a length of 46.67 feet; thence North 88 degrees 51 minutes 35 seconds East 13.98 feet to the point of beginning and containing 0.016 acres, more or less.



This description was prepared for the
City of Westfield, Indiana
on the 15th day of March, 2017.

Kelly D. Marley

Kelly D. Marley
Indiana Registered Land Surveyor
License Number LS20400016



Rev. 3-15-2017

Project: 191st Street Improvements
Tomlinson Road to U.S. 31
Parcel: 15C Temporary Right-of-Way for Grading
Parcel ID: 29-05-25-000-041.000-025

A part of the East Half of the Southeast Quarter of Section 25, Township 19 North, Range 3 East, Hamilton County, Indiana, described as follows: Commencing at the northwest corner of said half-quarter section; thence North 88 degrees 51 minutes 35 seconds East 355.00 feet along the north line of said quarter section to the prolonged west line of the grantor's land; thence South 00 degrees 09 minutes 45 seconds West 60.02 feet along said prolonged west line and the west line of the grantor's land to the point of beginning of this description: thence North 88 degrees 51 minutes 35 seconds East 86.44 feet to the southern boundary of 191st Street described for Parcel 361, Des. No. 0600431; thence South 82 degrees 46 minutes 23 seconds East 64.03 feet along said boundary; thence South 88 degrees 40 minutes 37 seconds West 150.01 feet to the west line of the grantor's land; thence North 00 degrees 09 minutes 45 seconds East 9.80 feet along said west line to the point of beginning and containing 0.026 acres, more or less.



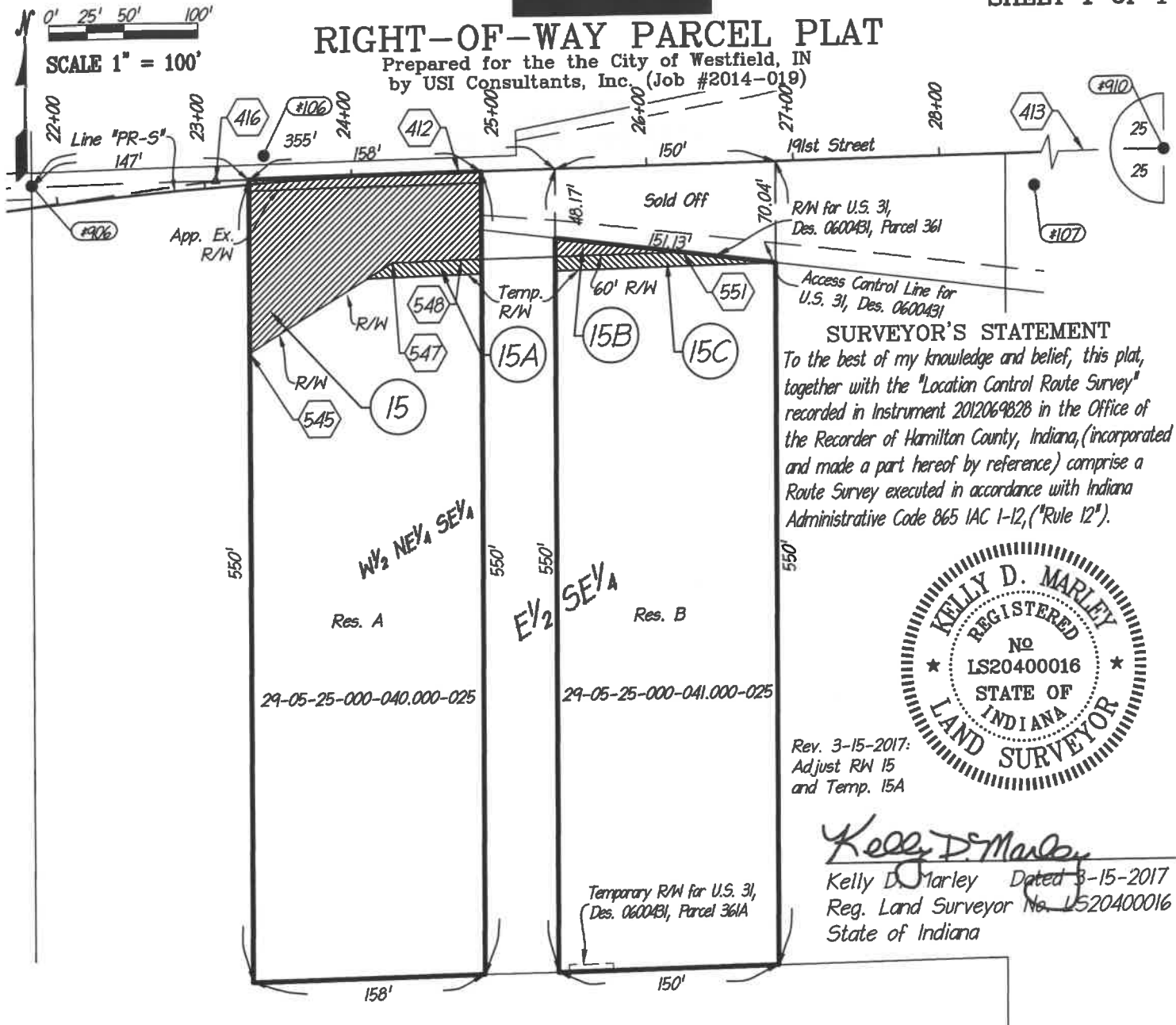
This description was prepared for the
City of Westfield, Indiana
on the 18th day of September, 2014.

Kelly D. Marley
Kelly D. Marley
Indiana Registered Land Surveyor
License Number LS20400016



RIGHT-OF-WAY PARCEL PLAT

Prepared for the City of Westfield, IN
by USI Consultants, Inc. (Job #2014-019)



Parcel Coordinate Chart					
Point	Line	Station	Offset	Northing	Easting
412	"PR-S"	P.T. 24+72.63		1754595.5238	198014.3630
413	"PR-S"	29+00.00		1754604.0280	198441.6531
416	"PR-S"	P.I. 23+07.63	4.54 Lt.	1754592.2373	197849.2305

Parcel Coordinate Chart					
Point	Line	Station	Offset	Northing	Easting
545	"PR-S"	+E 23+21.41	115.00' Rt.	1754473.9909	197871.3971
547	"PR-S"	24+25.00	60.00' Rt.	1754534.2366	197968.9027
548	"PR-S"	+P.T. 24+72.63	60.00' Rt.	1754535.5357	198015.5569
551	"PR-S"	+E 26+23.04	60.00' Rt.	1754538.5287	198165.9406

Stations & offsets control over both north & east coordinates and bearings & distances

For alignments and points designated "" see the Location Control Route Survey recorded in Instrument 2012069828

PARCEL: 15 **OWNER:** FMH FAMILY LIMITED PARTNERSHIP
PROJECT: 191st ST. IMPROVEMENTS
ROAD: 191st ST.
COUNTY: HAMILTON
SECTION: 25
TOWNSHIP: 19 N.
RANGE: 3 E.



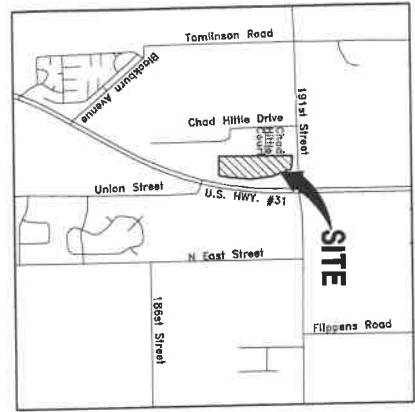
HATCHED AREA IS THE APPROXIMATE TAKING

DRAWN BY: K.D. MARLEY 08-18-2014
CHECKED BY: J.M. GARDNER 08-18-2014

INSTR. 2007061674 **DATED** 10-2-2007
INSTR. 2010045426 **DATED** 9-2-2010
INSTR. 20140215563 **DATED** 12-17-2013

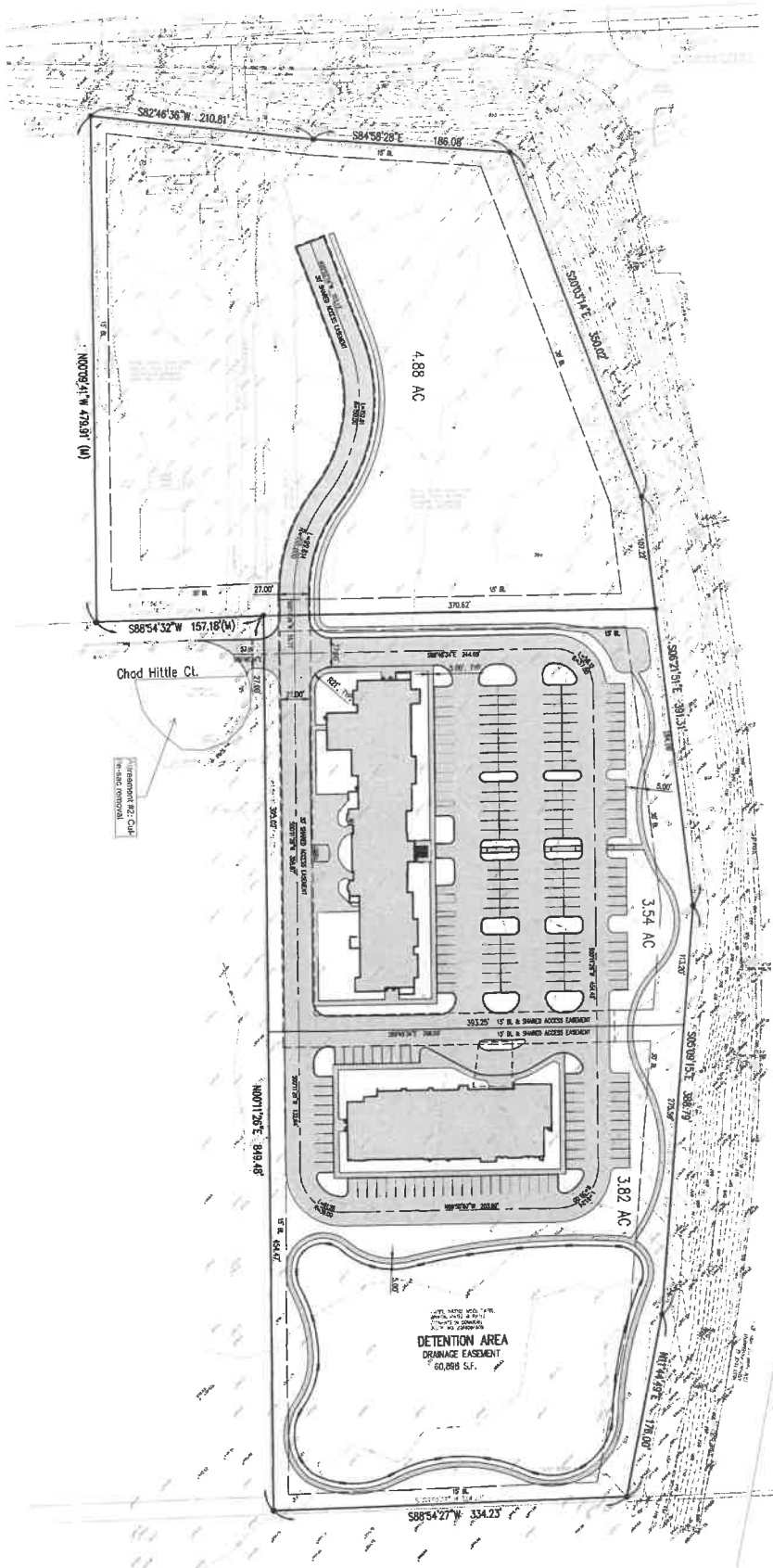
DIMENSIONS SHOWN ARE FROM THE ABOVE LISTED RECORD DOCUMENTS.

EXHIBIT C
HITTLE AND THIRTYONE



HITTLE AT THIRTYONE OVERALL DEVELOPMENT PLAN

DATE: 11/03/17



Schneider
THE SCHNEIDER CORPORATION
Historic Fort Harrison
8901 Otis Avenue
Indianapolis, IN 46216-1037
Phone: 317.826.7100
Fax: 317.826.7200
www.schneidercorp.com

Civil Engineering
GIS + LIS
Land Surveying
Landscape Architecture

APPRAISAL REPORT

**UNDERGROUND POWERLINE EASEMENT - TOWN OF WESTFIELD
MIDLAND TRACE TRAIL
SWQ OF STATE ROAD 32 AND GUNTHER ROAD
WESTFIELD, IN 46062**

Prepared for

Duke Energy Land Services - Indiana

By

TERZO & BOLOGNA, INC.



PRINCIPALS

M. Brad Beerbower, MAI
Andrew J. Exline, MAI, SRA, MRICS
James R. Green, MAI
Kevin J. Hartman, MAI
Erick P. Landeen, MAI
Susan P. Shipman, MAI

DESIGNATED STAFF

Joseph R. Calvanese, MAI
William P. Fowler, MAI
Stephen J. Hurst, Jr., MAI
Andrea M. Kujala, MAI
Stephen S. Wagner, MAI, SRA, AI-GRS

FOUNDERS

Raymond V. Bologna - Retired
Frederick C. Terzo - Retired

July 18, 2018

Ms. Amanda Brinker
Senior Land Representative
Duke Energy Land Services - Indiana
WP989/1000 East Main Street
Plainfield, IN 46168

RE: Underground Powerline Easement - Town of Westfield
Midland Trace Trail
SWQ of State Road 32 and Gunther Road
Westfield, IN 46062

Dear Ms. Brinker:

As you requested, we have performed the necessary research to provide you with a real estate appraisal report for the referenced property. In our opinion, this appraisal meets the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, as well as the Supplemental Standards and Ethical Rules of the Appraisal Institute. The purpose of this appraisal is to provide our opinion of the market value of the above referenced property, subject to the conditions and limitations stated in Section 2 of this report.

7202 East 87th Street
Suite 108
Indianapolis, IN 46256

317-849-9925
FAX: 317-849-9978

www.terzo.com

Email: indyquotes@in.terzo.com

OFFICES IN:

Indianapolis, Indiana

Detroit, Michigan

Grand Rapids, Michigan

Ms. Amanda Brinker
July 18, 2018
Page 2

In our opinion, the market value of the 0.00431 acre (180 SF) permanent easement as of July 16, 2018 is.

**ONE HUNDRED THIRTY FIVE DOLLARS
(\$135).**

This letter must remain attached to the report that follows in order for the value opinion set forth to be considered valid.

Sincerely,



Greg Knapp
Indiana Certified General Appraiser – #CG41500014
for Terzo & Bologna, Inc.



Erick Landeen, MAI
Indiana Certified General Appraiser #CG40400483
for Terzo & Bologna, Inc.
Did Not Inspect Subject Property

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PROLOGUE

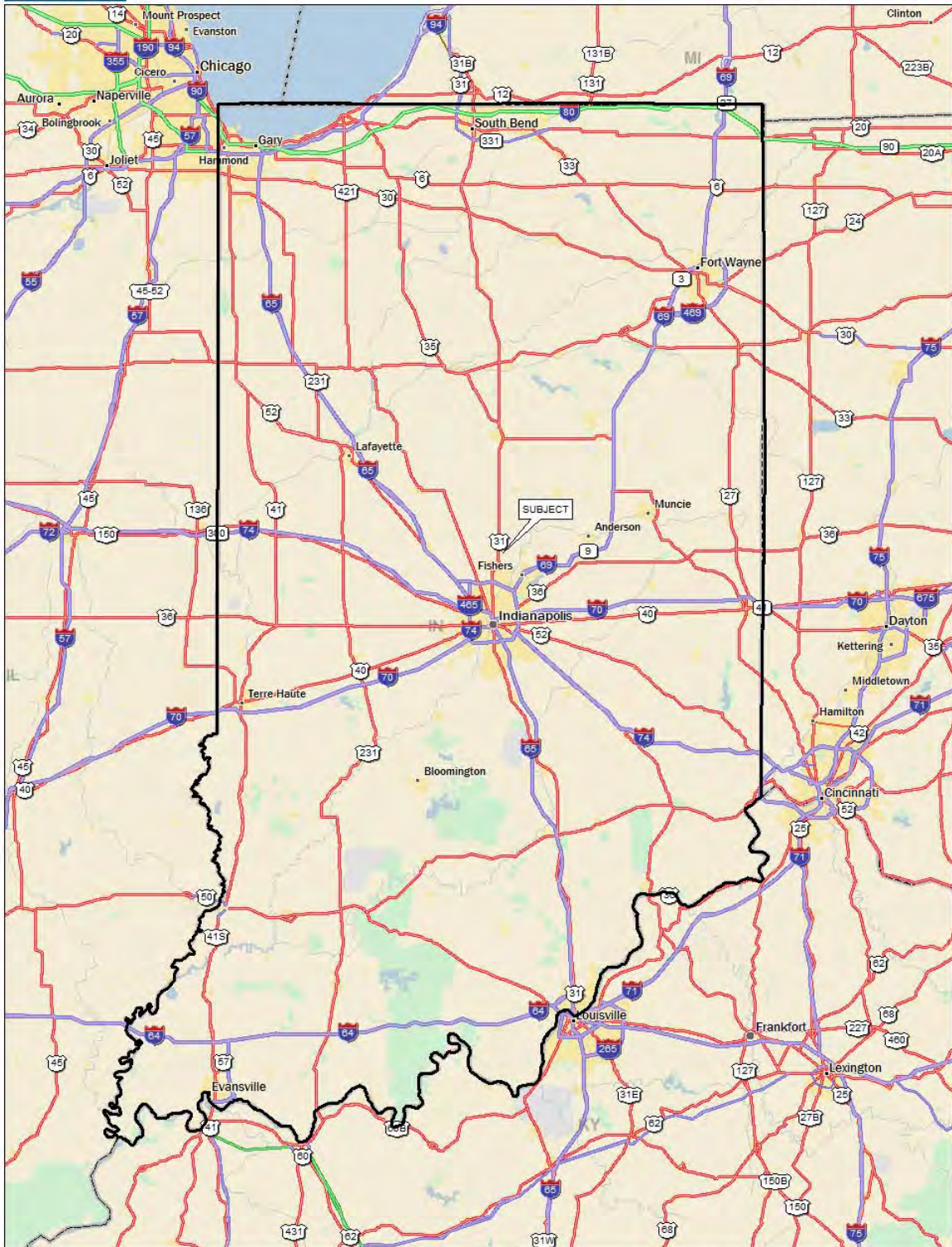
STATE SETTING MAP
REGIONAL SETTING MAP
URBAN SETTING MAP
PHOTOGRAPH OF SUBJECT

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ANNEX

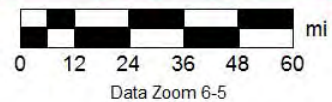
AERIAL
PROPOSED ACQUISITION EXHIBITS
LEGAL DESCRIPTION
GRANT OF EASEMENT
NEIGHBORHOOD MAP
ZONING MAP
FLOOD MAP
SUBJECT PHOTOS
INTRODUCTION TO TERZO & BOLOGNA, INC.
QUALIFICATIONS OF THE APPRAISERS

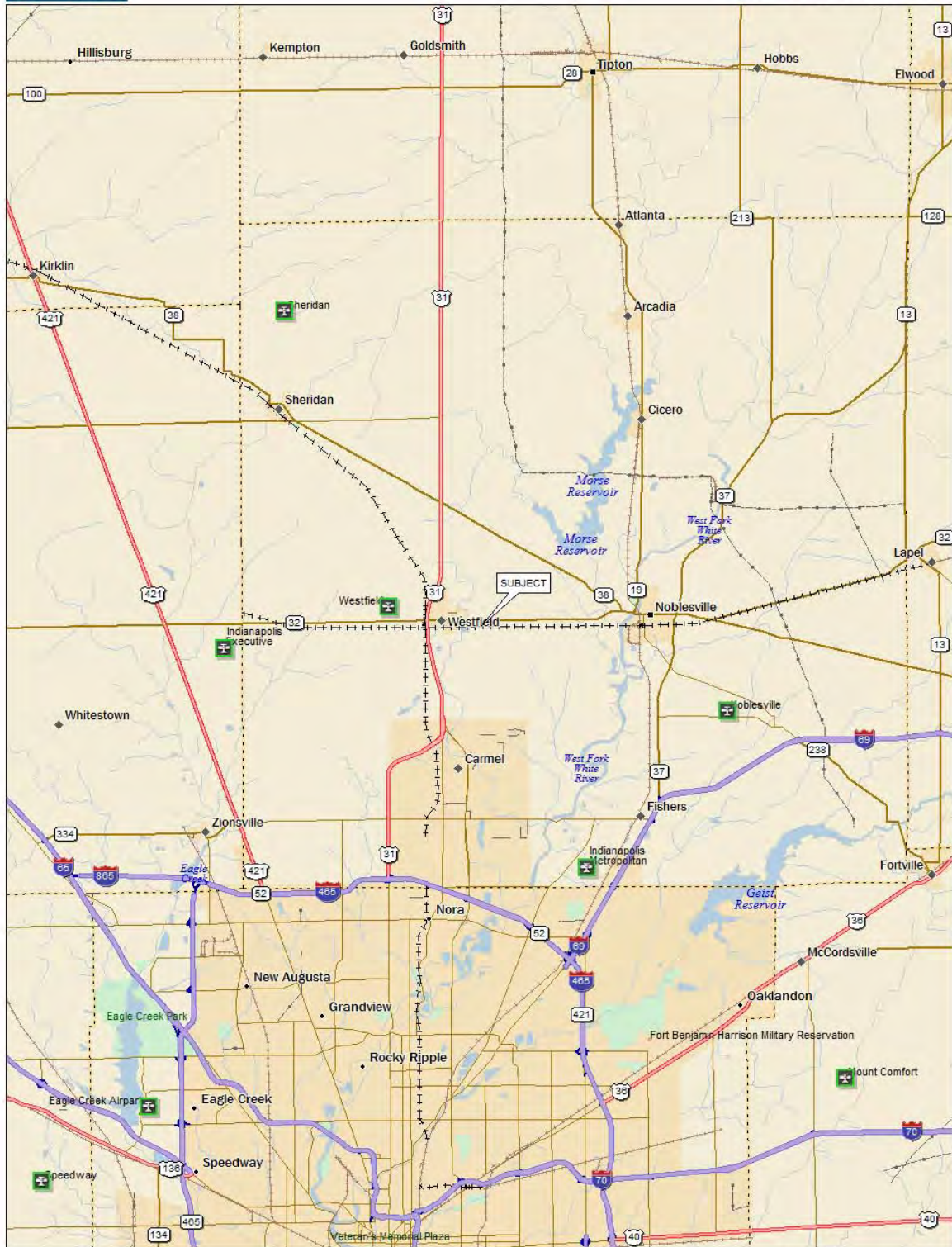


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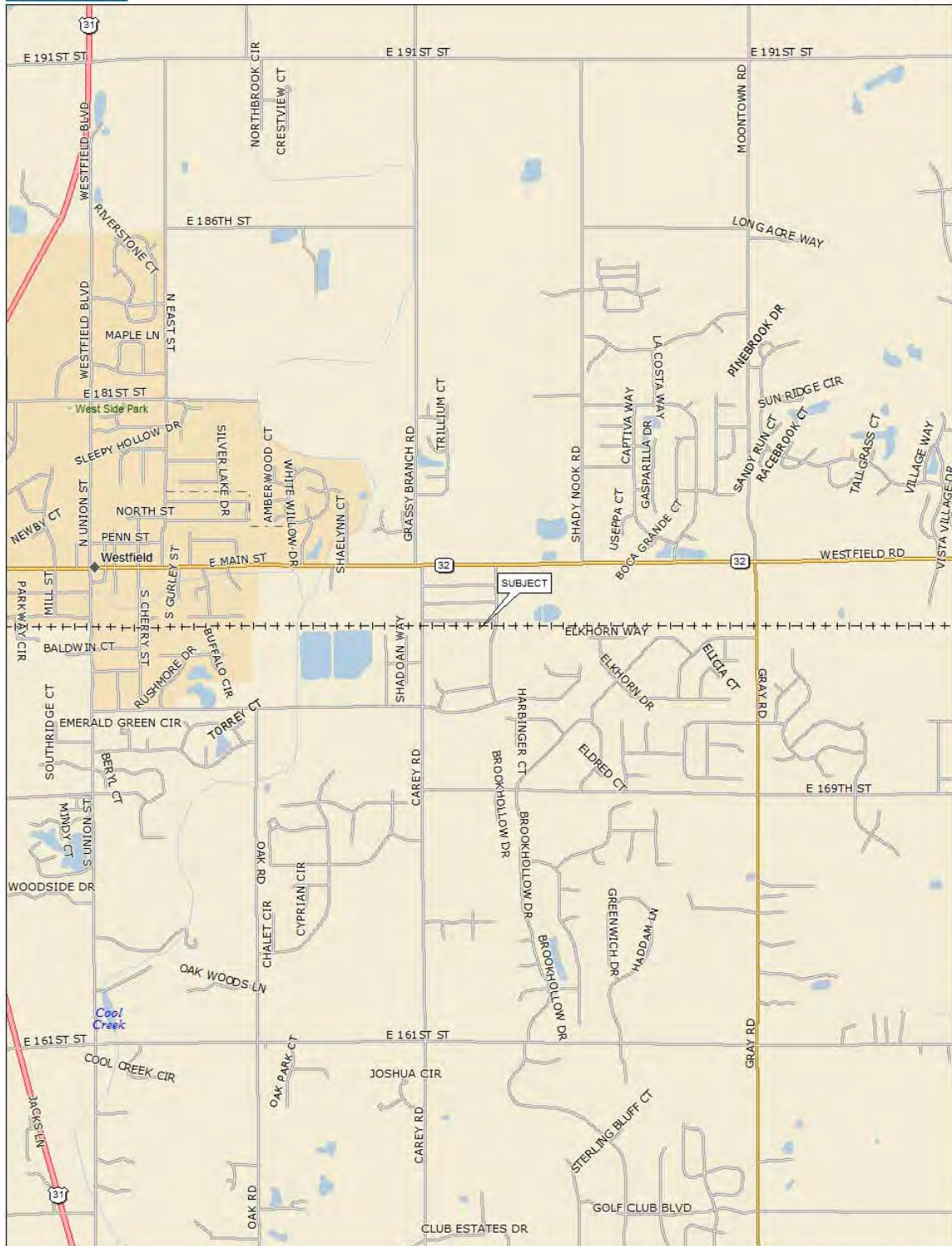


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mi

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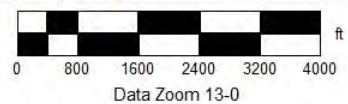
Data Zoom 9-6



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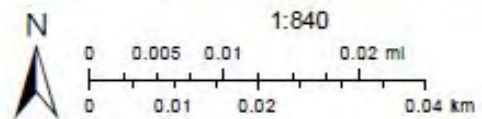
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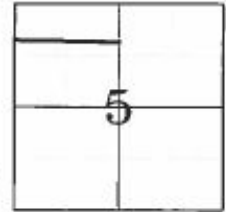
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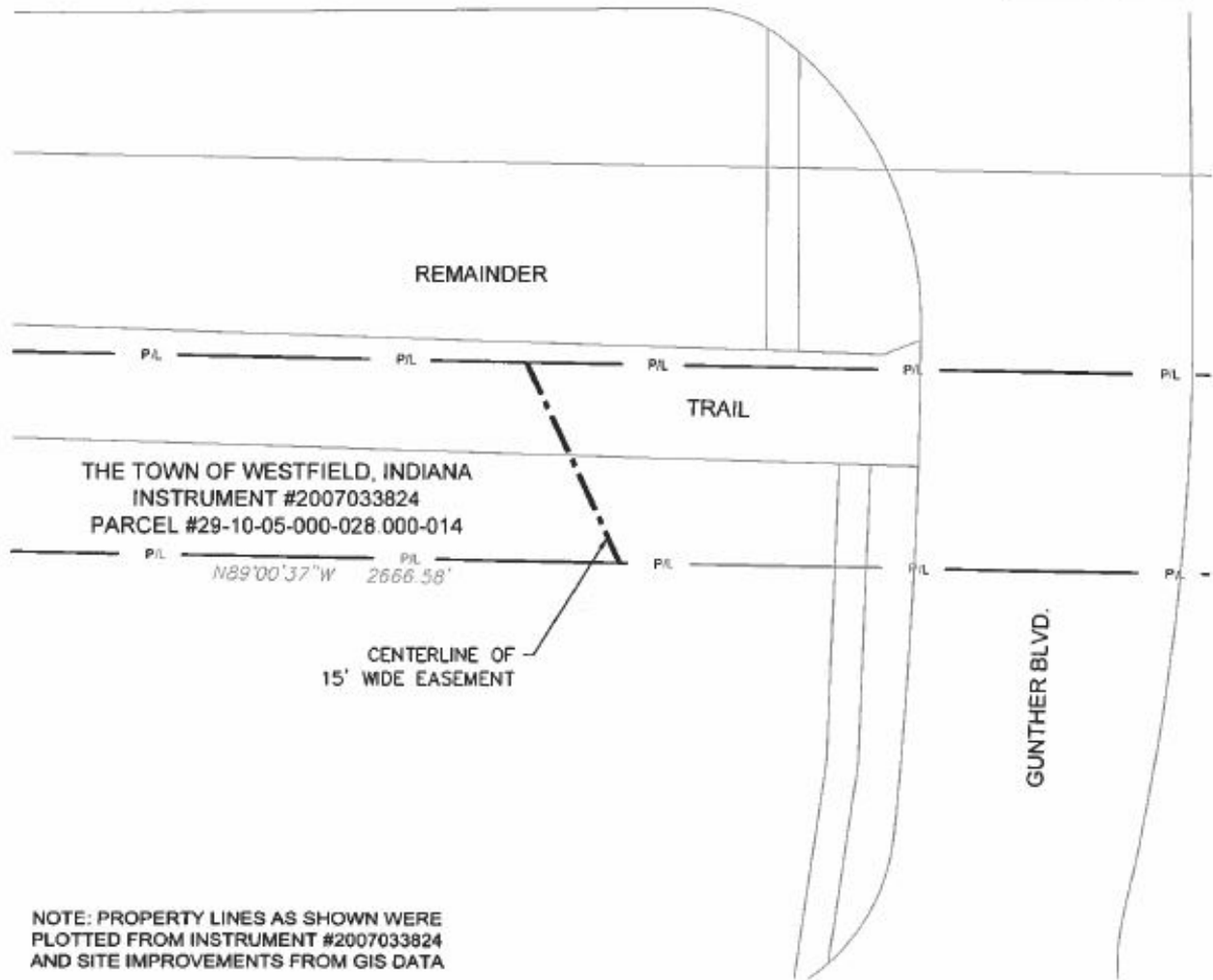
July 17, 2018



THIS IS NOT A SURVEY. LOCATIONS SHOWN ARE APPROXIMATE. THE ACTUAL CENTERLINE
LOCATION OF THE UTILITY LINE IS THE CENTERLINE OF THE EASEMENT.



← TO CAREY RD.



NOTE: PROPERTY LINES AS SHOWN WERE
PLOTTED FROM INSTRUMENT #2007033824
AND SITE IMPROVEMENTS FROM GIS DATA

HAMILTON COUNTY, INDIANA

SITE NAME: WASHINGTON TOWNSHIP SECTION 5 TOWNSHIP 18N RANGE 4E



DR. AM	EXHIBIT MAP OF: EASEMENT	
CK. MT	EXHIBIT MAP FOR: THE TOWN OF WESTFIELD, INDIANA	
DATE 06/01/2018	LOCATION 0 CAREY RD, WESTFIELD, IN	EXHIBIT 'A'
		EMAX #22628113

1.0 EXECUTIVE SUMMARY

PROPERTY APPRAISED:	Underground Powerline Easement - Town of Westfield Midland Trace Trail SWQ of State Road 32 and Gunther Road Westfield, IN 46062
DESCRIPTION OF PROPERTY:	The larger parcel is comprised of approximately 0.236 acres (based on GIS measurement). It is improved with The Midland Trace Trail, a public recreational trail. The site is adjacent to the north of the under construction Suffolk at Oak Manor Subdivision and south of a commercial development, including a Kroger grocery store. Duke Energy is proposing a 15' wide underground easement crossing the site.
APPRAISAL PROBLEM:	The larger parcel is a small and narrow parcel owned by the City of Westfield and improved with a public recreational trail. It is unlikely that the larger parcel could be developed, unless assembled with another parcel. For the purpose of this appraisal, the subject is valued as-if it has similar size and functionality as the residential comparables used.
ZONING:	Oak Manor Planned Unit Development
HIGHEST & BEST USE:	Continued Recreational Use
INTEREST APPRAISED:	Estate in fee simple
DATE OF REPORT:	July 18, 2018
EFFECTIVE DATE OF APPRAISAL:	July 17, 2018
VALUE CONCLUSION:	\$135

ASSUMPTIONS AND
LIMITING CONDITIONS:

See Section 2 of this appraisal for all underlying assumptions and limiting conditions affecting the value.

2.0 INTRODUCTION

VALUATION METHODS

There are six basic procedures that can be used to value land. In markets where transactions have occurred, the sales comparison approach is recognized as the most accurate method of valuation. In this instance, since data are available, the sales comparison approach will be applied in the analysis utilizing the market supported method of comparison.

SCOPE OF WORK

The appraiser's scope of work comprised a comprehensive data gathering and analytical process that incorporated but was not necessarily limited to the following.

- The inspection of the subject property on July 17, 2018 by Greg B. Knapp comprised conducting a brief inspection of the site to broadly determine the type of cover, topography, and determine obvious development issues. Erick P. Landeen did not inspect the subject property.
- Obtain property data from the client, contact sources, and governmental representatives.
- Review legal restrictions relating to the subject as imposed by zoning or disclosed easements, leases, or other documents in place that may affect the subject. The appraisal function does not include researching the title or register of deeds for relevant documents. The value conclusion incorporates a value based only on the documents disclosed and reviewed.
- Obtain market and transaction data from brokers, other appraisers, secondary data sources, and in-house files. Data sources utilized for this valuation are assumed to be reliable and are accepted as such in the analysis. When possible or deemed appropriate or necessary, first-hand verification of data for accuracy was conducted.
- Analyze the above to determine how the data translates into value indications for the subject.
- Due to the scale of the subject development, research was limited to the local market.

The foregoing list represents an overview of the major items that constitute the scope of work of this appraisal. Additional items that are relevant to the definition of the appraisal scope will be found in other portions of the appraisal text, where they reference appraisal procedures or market analysis issues. The appraisal is sufficient in scope to develop credible assignment results.

INTENDED USER AND INTENDED USE

The report is intended for use only by Duke Energy as client. There are no other intended users. The appraisal is being prepared for the client and is intended only for use in formulating decisions regarding the proposed partial acquisition. This report is not intended for any other use. While the property owner might be given a copy of this report, the owner is not the intended user.

TYPE AND DEFINITION OF VALUE

This report estimates the fair market value of the property. As used herein, the term "fair market value" is based on the definition generally used by agencies that regulate federally insured financial institutions in the United States.

For the purpose of valuing the property, including land and building, structure and improvement thereon, acquired under the power of Eminent Domain by the Federal government or using Federal-aid or Federal grant funds, **Fair Market Value** is the amount of money (cash or its equivalent) which, as of the date of valuation:

- An informed and knowledge purchaser willing, but not obligated, to buy the property would pay to an informed and knowledgeable owner willing, but not obligated, to sell it.
- Taking into consideration all uses for which the property is suited and might in reason be applied; including, but not limited to the present use or highest and best available use taking into consideration the existing zoning or other restrictions upon use and the reasonable probability of a change in those restrictions.
- Allowing a reasonable period of time to effectuate such sale.
- Disregarding any decrease or increase in fair market value of such real property prior to the date of valuation caused by the public improvement of which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner.
- Disregarding the fact that the owner might not want to part with the land because of its special adaptability to the owner's use.
- Disregarding the fact that the taker needs the land because of its peculiar fitness for its purpose.
- Disregarding any "gain to the taker", i.e., not giving consideration to the special use of the condemnor as against others who may not possess the right of Eminent Domain.

- Including the value of any buildings, structures, or improvements located upon the land, which are required to be removed or which it is determined will be adversely affected by the use to which such real property will be put, regardless of whether such building, structure, or improvement is classified as a real or personal property under local law. Such buildings, structures and improvement are valued based upon their contribution to the fair market value of the real property to be acquired or their value for removal from the real property (salvage value), whichever is greater. This includes tenant owned buildings, structures, or improvements, even if the tenant has a right or obligation to remove the building, structures, or improvements at the expiration of the lease term and even if classified as personal property under law.
- Fair market value, based upon adequate recent comparable sales and offering data is usually the measure of just compensation.

DEFINITION OF OTHER TERMINOLOGY

Fee Simple Estate Defined

The definition of fee simple estate according to The Dictionary of Real Estate Appraisal is as follows.

“Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.”¹

ASSUMPTIONS & LIMITING CONDITIONS

This report has been made with the following general assumptions:

1. No responsibility is assumed for the legal description, legal matters, or title considerations. Title to the property is assumed to be clear and marketable, and it is assumed that there are no recorded or unrecorded matters or exceptions to title that would adversely affect marketability or market value.
2. Unless otherwise stated, no consideration is given to liens or encumbrances against the property.
3. Responsible ownership and competent property management are assumed. An analysis of owner or management effectiveness and current or anticipated actions that will affect property operations is beyond the scope of this report.

¹ Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., s.v. “fee simple estate”. (Chicago: Appraisal Institute, 2015).

4. The information furnished by others is assumed to be reliable. However, no warranty is given for its accuracy.
5. All engineering is assumed to be correct. The plans and other illustrative material in this report are included only to assist the reader in visualizing the property and are not intended for technical purposes.
6. It is assumed that there are no hidden or unapparent conditions of the land or of the improvements that render the property more or less valuable. No responsibility is assumed for such conditions or for arranging any engineering studies that may be required to discover them.
7. Building and site inspections that have been completed as part of the appraisal process by Terzo & Bologna, Inc. are directed to broadly determining the quality of materials and finishes so that the subject property can be compared to other properties. This report therefore makes no representations as to the engineering aspects of the site improvements and buildings or of the adequacy of structural components, or electrical, HVAC, and plumbing systems, which are assumed to be in operational order.
8. It is assumed that there is and will be full compliance with all applicable federal, state, and local environmental regulations and laws.
9. Except as noted, no evidence of hazardous material, which may or may not be present on the property, was observed upon inspection. Except as noted, Terzo & Bologna, Inc. has no knowledge of the existence of such materials on or in the property and it is assumed that the property is free of such materials. Terzo & Bologna, Inc., however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client (or any reader of this report who is contemplating some financial commitment to the property) is urged to retain an expert in this field, if desired.
10. Except as noted, it is assumed that the property is and will be in compliance with all current applicable zoning, building use regulations, and codes.
11. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have or will be obtained or renewed for any use on which the value estimate contained in this report is based.

12. No survey of the boundaries of the property was undertaken. It is assumed that the utilization of the land and improvements will be within the boundaries or property lines of the property described and that there will be no encroachment or trespass.
13. Proposed improvements are assumed to have been completed unless otherwise stipulated. Any construction is assumed to conform to the building plans referenced in the report.
14. It is assumed that the reader or user of this report has been provided with copies of applicable building plans or underlying leases.
15. The presence of flood plain or wetland areas could affect the value of the property. It is assumed that wetland areas are not present or are minimal unless otherwise stated. Terzo & Bologna, Inc. is not qualified to detect such areas.

The report has been made with the following general limiting conditions:

1. Without the express written consent of Terzo & Bologna, Inc., neither the name of the appraiser, nor the report, nor any material contained in the report may be included in any prospectus or used in private offering memoranda, or representations in connection with the sale of securities or participation interests to the public. Terzo & Bologna, Inc. reserves the right to deny such consent.
2. Without the express written consent of Terzo & Bologna, Inc., neither the report nor any part of it may be submitted to the Securities and Exchange Commission or to any state securities regulatory agency. Terzo & Bologna, Inc. reserves the right to deny such consent.
3. Neither all nor any part of the contents of this report, especially any conclusions as to value, the identity of Terzo & Bologna, Inc., any of its staff, or any reference to the Appraisal Institute or the MAI designation, shall be quoted or disseminated to the public through advertising, public relations media, news media, sales media, or other public means of communication without the prior written consent and approval of Terzo & Bologna, Inc., which consent Terzo & Bologna, Inc. reserves the right to deny. Further, neither the appraiser, nor Terzo & Bologna, Inc., assumes obligation, liability or accountability to any third party.
4. This report shall be considered only in its entirety. No part of this report shall be used separately or taken out of context.
5. The value estimates provided apply to the entire property under its reported highest and best use unless stated otherwise herein. Any pro ration or

division of the total into fractional interests will invalidate the value estimate, unless such pro ration or division of interests has been set forth in the report.

6. Possession of this report, or a copy thereof, does not carry with it the right of publication.
7. Terzo & Bologna, Inc. or any of its staff, by reason of this report, is not required to give further consultation, testimony, or be in attendance in court or other hearing with reference to the property unless written contractual arrangements have been made relative to such additional employment.
8. The forecasts, projections, or operating estimates contained herein are based upon current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These market conditions and forecasts are subject to material changes because of unusual or unforeseen circumstances. The estimates and opinions within the report are not, therefore, predictions or assurances as to the achievement of a particular income or profit, or that particular events will occur or that a particular price will be offered or accepted.
9. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. Terzo & Bologna, Inc. has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since Terzo & Bologna, Inc. has no direct evidence relating to this issue, it did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.
10. Acceptance and/or use of this report constitutes full acceptance of the General Assumptions and Limiting Conditions as well as the Special Assumptions set forth in this report. Neither Terzo & Bologna, Inc. nor its staff assumes responsibility for any situation arising from the client's failure to become familiar with and understand these assumptions and limiting conditions.

3.0 DESCRIPTION OF PROPERTY

LEGAL & GOVERNMENTAL DATA

Owner of Record

City of Westfield

Recent Ownership History

According to the Hamilton County Assessor's Office there have been no transfers over the past five years. Reportedly, the property is not currently listed for sale, nor are there any pending sale agreements.

Tax Identification

A portion of real property tax parcel 29-10-05-000-028.000-014

Legal Description

A detailed legal description appears in the Annex to this report.

DESCRIPTION OF PROPERTY

Site and Site Improvements

The larger parcel is a portion of tax parcel 29-10-05-000-028.000-014. The tax parcel in its entirety is comprised of two non-adjacent tracts of land totaling 0.82 acres. The subject property is the smaller, westernmost of the two tracts and measures approximately 0.236 acres, using GIS measurement.

Site Size:	0.236 acres (based on GIS measurement)
Frontage:	The site has frontage on the west side of Gunther Boulevard
Configuration:	Rectangular
Topography:	Essentially level
Wetlands:	None apparent
Environmental Issues:	The appraiser observed no obvious signs of environmental problems. Terzo & Bologna appraisers are not environmental analysts. The client should retain competent counsel on these issues as it may deem appropriate. An environmentally acceptable site is presumed for valuation purposes.
FEMA Flood Hazard Rating:	Zone X; FEMA map by Interflood #18057C0136G, dated November 19, 2014
Ingress and Egress:	Access is gained from the east side of Gunther Boulevard and via the recreational trail. Ingress and egress appear adequate for current use.
Apparent Easements or Encroachments:	The subject is owned by the City of Westfield and is part of a recreational trail. No other unusual easements or encroachments were observed upon inspection.
Utilities:	• Municipal water and sewer • Electricity • Natural gas • Telephone • Cable service
Improvements to Site:	Midland Trace Recreational Trail
Overall Utility of Site:	The site is very narrow and functions as portion of a public recreational trail. Development would not be possible without assemblage with an adjacent parcel.

Proposed Easement

The easement is to extend north/south across subject's larger parcel, as shown in the provided exhibit. It is 15' wide and comprises approximately 180 SF.

4.0 EXTERNAL FACTORS AFFECTING VALUE

THE WESTFIELD URBAN AREA

The Town of Westfield transitioned to a city on January 1, 2008 and is located in Washington Township, Hamilton County. The City of Westfield is north of Indianapolis, approximately 15 minutes driving time on U.S. Highway 31, and six miles west of Noblesville, the county seat. As part of the Major Moves program, an aggressive 10-year statewide transportation plan, the Indiana Department of Transportation began the process of upgrading U.S 31 to freeway standards from I-465 to State Road 38 in 2011. The City of Westfield is situated within the northern portion of the construction zone and will benefit from the reduction in congestion, improved safety, and continuity of commerce resulting from the completion of the project, formally known as “The New U.S. 31 Hamilton County” project. The thirteen mile U.S. 31 corridor was upgraded with seven under/overpasses at the intersections of 111th Street, 126th Street, 136th Street, Union Street, 156th Street, 169th Street, and 181st Street as well as eleven new interchanges at the intersections of I-465, 106th Street, 116th Street, 131st Street, 136th Street, 146th / 151st Streets, 146th Street Bridge, 161st Street, SR 32, 191st Street and SR 38. Construction was completed in early 2016.

Hamilton County is one of the fastest growing areas in the Indianapolis MSA. Hamilton County is profoundly affected by the continued expansion of development in the northern portion of Marion County, as a development corridor along Meridian Street and Keystone Avenue has been established. The location of Westfield, close to the I-465 Beltway, has also been helpful in fostering additional growth. U.S. Highway 31 provides easy access to the Indianapolis CBD and Interstate 465, which connect to Interstates 65 (Chicago and Louisville), 69 (Fort Wayne, Indiana and Lansing Michigan), 70 (St. Louis and Dayton) and 74 (Cincinnati and Peoria).

Population

The historic and projected population of the City of Westfield and Hamilton County are summarized in the following table.

Population					
	1990	2000	2010	2017	est 2022
City of Westfield	9,823	16,122	30,068	35,116	36,672
Hamilton County	108,962	182,740	274,569	318,568	332,700

Source: Easy Analytic Software, Inc. (EASI)

The population for Westfield increased at a rate of 2.4 percent annually from 2000 to 2017. The population is projected to be over 36,000 persons by 2022. Hamilton County also shows significant growth as the population increased at

an annual rate of 2.3 percent from 2000 to 2017. Hamilton County is also predicted to continue growing steadily into the next five years.

Economic Base

Many workers in Westfield commute to other employment centers as shown in the chart below. The convenient freeway system allows short commuting times to other employment areas such as Carmel, Park 100, Keystone at the Crossing and Castleton. Westfield's largest employer is IMMI with 500 employees.

Employer	Industry	City	Employees
CNO Financial Group LLC	Insurance Services	Fishers	1750
Navient	Financial Services	Fishers	1700
GEICO	Insurance Services	Carmel	1200
Liberty Mutual	Insurance Services	Carmel	1200
Stanley Convergent Security	Security Systems	Fishers	1027
The Capital Group	Financial Services	Carmel	1000
RCI	Time-Share Exchange	Carmel	900
NextGear Capital	Financial Services	Carmel	877
KAR Auction Services, Inc.	Vehicle Auction Services	Carmel	828
Firestone Industrial Products	Diverse Products	Carmel	825

Employment and Income

Unemployment Rates (% of Labor Force)					
	2013	2014	2015	2016	2017
Westfield	4.5%	3.8%	3.1%	3.0%	2.6%
Hamilton County	5.1%	4.1%	3.4%	3.2%	2.7%
Indiana	7.7%	6.0%	4.8%	4.4%	3.5%
U.S.	7.4%	6.2%	5.3%	4.9%	4.4%

Source: Bureau of Labor Statistics

Hamilton County and Westfield are high employment areas. In May 2018, the most recent data available, the unemployment rates in the City of Westfield and Hamilton County were 2.5 percent and 2.6 percent respectively. This can be compared to the Indianapolis MSA rate of 3 percent, the State rate of 3.2 percent and the U.S. rate of 3.6 percent.

Government

Westfield has an active town government that encourages the city's residents to become involved in government activities. Westfield has a five-member town council and clerk-treasurer. The Westfield/Washington Township Plan Commission, Westfield/Washington Township Board of Zoning Appeals, and Westfield/Washington Township Economic Development Corporation also influence the development of Westfield.

Utilities

Westfield has electric power supplied by Duke Energy. Westfield Gas and Vectren supply natural gas. Water and sewerage is provided by Westfield Utilities. Verizon and AT&T provide the telephone service.

The School System

Public schooling is available from kindergarten through high school throughout the county. Washington Township, which includes Westfield, is served by seven educational facilities (one high school, one middle school, one intermediate school and four elementary schools). Total enrollment within the public school system is approximately 4,000 students.

There are four prominent colleges and universities located within close proximity of Westfield in Indianapolis. Those include Indiana University-Purdue University at Indianapolis (IUPUI), Butler University, Marion College and the University of Indianapolis. Ivy Tech, and Clark College are other vocational choices are located in nearby Indianapolis.

Health Care

Just south of Westfield on US 31 is St. Vincent Carmel Hospital. The hospital provides a wide array of services including cardiopulmonary services, endoscopy, sports medicine, imaging services, surgical services and weight-loss services. Also, east of Westfield in Noblesville is Riverview Hospital. Riverview also offers many services and has recently opened a new women's center and maternity center.

Recreation

Morse, Eagle Creek and Geist reservoirs are located some distance from Westfield, but are conveniently located for boating and water sports. Three golf courses exist in the community, as well as six parks and facilities for bicycling, jogging, walking, racquetball, tennis and swimming. Grand Park, a 400-acre sports park opened in May of 2014 in the southwest quadrant of 191st Street and Tomlinson Road. The sports campus features a full-range of outdoor facilities for baseball, softball and field sports including soccer, football, rugby, field hockey

and lacrosse; a multi-purpose indoor facility; common areas and green space. The fields are to be surrounded by dining, retail and entertainment venues, all geared toward supporting the family sports atmosphere and experience. More than 500,000 sports visitors are expected to participate in or attend events at the facility annually. The Park is likely to create additional demand in the area for travelers, such as lodging, food, and gas, but is not viewed as a demand generator for the subject.

Environmental and Surrounding Influences

Westfield is located in a temperate climate and the topography throughout the metropolitan area can be characterized as generally level with gentle slopes.

The residents of Westfield are served by two airfields; the Indianapolis Metropolitan Airport which provided commercial service and Terry airport which accommodates light and corporate aircraft.

Summary

In brief, the Westfield area can be categorized as one in which population growth has been increasing consistently over the past two decades. The economic climate is generally good with relatively high levels of employment in both the service and manufacturing industries. Government continues to be supportive of development and adequate infrastructure, both physical and institutional, and is available to ensure that growth can occur unimpeded. The factors of steady demand and government development interest are supportive of real estate in all sectors.

4.0 EXTERNAL FACTORS AFFECTING VALUE

THE INDIANAPOLIS METROPOLITAN AREA

The City of Indianapolis is the state capital as well as the largest city in the state. The Core Based Statistical Area (CBSA) comprises Marion County and nine contiguous counties: Boone, Brown, Hamilton, Hancock, Hendricks, Johnson, Morgan, Putnam, and Shelby.

Demographics

In December 1992, the Indianapolis CBSA definition was expanded from eight to nine counties by the U.S. Department of the Census. The 1990 census count for the Indianapolis metropolitan area, adjusted to include the Madison County addition, was 1,385,410 persons. In 2003, the U.S. Department of the Census made both Putnam and Brown counties part of the CBSA and removed Madison County. The following table depicts the historic and projected population growth of the Indianapolis CBSA by county.

Indianapolis CBSA Population by County							
County	1970	1980	1990	2000	2010	2017	2020
Marion	794,130	765,560	800,140	860,830	904,670	943,540	952,240
Hamilton	54,760	82,520	110,350	185,220	276,500	323,150	344,980
Johnson	61,340	77,610	88,610	115,760	140,280	154,770	163,740
Subtotal	910,230	925,690	999,100	1,161,810	1,321,450	1,421,460	1,460,960
Hendricks	54,130	70,000	76,110	105,380	145,860	163,310	171,990
Morgan	44,230	52,210	56,220	66,840	69,170	70,050	71,230
Hancock	35,110	43,980	45,690	55,710	70,220	74,730	77,980
Shelby	37,870	39,960	40,380	43,480	44,320	44,460	44,960
Boone	30,950	36,620	38,300	46,390	56,850	66,040	70,530
Brown	9,120	12,380	14,130	15,000	15,200	15,060	15,520
Putnam	26,980	29,220	30,460	36,180	37,910	37,550	37,960
Total	1,148,620	1,210,060	1,300,390	1,530,790	1,760,980	1,892,660	1,951,130

Source: Woods & Poole Economics, Inc. 2018

This chart represents the most comprehensive long-range forecast that is now available and is sufficient to establish the general population scale of the CBSA. The CBSA population for the year 2010 was 1,760,980 persons, indicating an annual growth rate from 2010 to 2017 of 1.068 percent. Additionally, according to this forecast, the CBSA will add nearly 20,000 people per year between 2017 and 2020.

Indianapolis CBSA Population by County (% of CBSA population)							
County	1970	1980	1990	2000	2010	2017	2020
Marion	69.1%	63.3%	61.5%	56.2%	51.4%	49.9%	48.8%
Hamilton	4.8%	6.8%	8.5%	12.1%	15.7%	17.1%	17.7%
Johnson	5.3%	6.4%	6.8%	7.6%	8.0%	8.2%	8.4%
Subtotal	79.2%	76.5%	76.8%	75.9%	75.0%	75.1%	74.9%
Hendricks	4.7%	5.8%	5.9%	6.9%	8.3%	8.6%	8.8%
Morgan	3.9%	4.3%	4.3%	4.4%	3.9%	3.7%	3.7%
Hancock	3.1%	3.6%	3.5%	3.6%	4.0%	3.9%	4.0%
Shelby	3.3%	3.3%	3.1%	2.8%	2.5%	2.3%	2.3%
Boone	2.7%	3.0%	2.9%	3.0%	3.2%	3.5%	3.6%
Brown	0.8%	1.0%	1.1%	1.0%	0.9%	0.8%	0.8%
Putnam	2.3%	2.4%	2.3%	2.4%	2.2%	2.0%	1.9%
Total	100%	100%	100%	100%	100%	100%	100%

Source: Woods & Poole Economics, Inc. 2018

Marion County, the state's most populated county, will continue to exert considerable demographic influence on the CBSA in future years. However, most of the recent Indianapolis CBSA population growth has occurred and is forecast to continue to occur outside of Marion County. In 2010, Marion County represented approximately 51.4 percent of the revised CBSA compared to 69.1 percent of the CBSA in 1970. Marion County is forecast to decrease to 48.8 percent of the Indianapolis CBSA by 2020.

Economic Base and Employment

Metropolitan growth has been historically associated with the development of the transportation and manufacturing industries. In the 1980's, a deliberate attempt was made to diversify the economic base by focusing on attracting technology and service oriented industries. The Indianapolis CBSA now has a wide range of such companies that complement its industrial base. This strong industry base, coupled with the six colleges and universities located within Indianapolis, provides local businesses with a well-trained and diverse work force.

The following table includes the largest employers in the Indianapolis CBSA.

Indianapolis CBSA Employers		
Employer	Business	# Employees
Indiana University Health (all hospitals)	Hospitals and Health Care	23,187
St. Vincent Hospitals & Health Service	Hospitals and Health Care	17,398
Eli Lilly and Company	Pharmaceutical Manufacturer	11,402
Community Health Network	Hospitals and Health Care	11,328
Wal-Mart	Retail Department Stores	8,926
Kroger	Retail Grocers	7,675
FedEx Express	Package and Freight Shipping	5,000
Anthem	Health Benefits and Insurance	4,866
Eskenazi Health	Hospitals and Health Care	4,620
Meijer	Retail Department Stores	4,594
IUPUI	Education - University	4,354
Defense Finance and Accounting	Federal Government Accounting Service	4,337
Franciscan St. Francis Health	Hospitals and Health Care	4,300
IU School of Medicine & Dentistry	Education - University	4,040
Rolls Royce	Aircraft Engine Research / Mfg.	4,000
Roche Diagnostics	Surgical and Medical Instrument Mfg.	4,000
United Parcel Service	Package and Freight Shipping	4,000
Archdiocese of Indianapolis	Catholic Organization	3,650
US Veterans Medical Center	Hospitals and Health Care	2,971
Goodwill Industries of Central and Southern Indiana	Workforce development / training / retail	2,600
Allison Transmission	Manufacturing	2,500
Lowe's	Home improvement store	2,123

Source: The Indy Partnership 2018

Collectively, these firms employ over 115,000 individuals in the Indianapolis CBSA. In addition to the list above, there are more than 45 additional companies in the Indianapolis CBSA with 1,000 employees or more each.

The following charts illustrate historical and projected profiles of the Indianapolis CBSA labor force.

Indianapolis CBSA Employment Trends				
	1990	2000	2010	2017
Farm Employment	9,750	9,260	7,320	6,650
Forestry, Fishing, & Other	1,240	1,620	1,400	1,760
Mining	1,170	1,350	1,820	2,140
Utilities	3,770	4,180	1,350	3,940
Construction	52,440	64,110	58,060	70,110
Manufacturing	125,580	126,800	88,840	97,020
Wholesale Trade	42,080	52,940	48,060	55,500
Retail Trade	103,400	128,500	112,750	136,700
Transportation & Warehousing	40,690	54,940	57,180	71,060
Information	15,700	20,480	18,650	19,110
Finance & Insurance	50,080	61,770	62,350	70,140
Real Estate & Rental & Lease	30,140	38,060	50,220	59,040
Professional & Technical Services	38,600	57,710	70,510	88,680
Management & Enterprises	8,290	12,170	11,900	15,810
Administrative & Waste Services	48,900	73,980	83,810	107,750
Educational Service	9,810	14,570	25,390	29,150
Health Care & Social Assistance	69,530	98,310	128,530	150,310
Arts, Entertainment & Recreation	13,630	20,760	24,950	26,740
Accommodation & Food Service	56,030	74,830	81,120	99,830
Other Services	51,580	58,200	66,160	77,500
Federal Civilian Government	20,720	15,830	17,490	17,110
Federal Military Government	10,210	6,750	6,820	6,610
State and Local Government	87,920	99,660	114,760	116,230
Total	891,260	1,096,780	1,139,440	1,328,890

Source: Woods & Poole Economics, Inc. 2018

Indianapolis CBSA Employment Trends (% of employment)				
	1990	2000	2010	2017
Farm Employment	1.1%	0.8%	0.6%	0.5%
Forestry, Fishing, & Other	0.1%	0.1%	0.1%	0.1%
Mining	0.1%	0.1%	0.2%	0.2%
Utilities	0.4%	0.4%	0.1%	0.3%
Construction	5.9%	5.8%	5.1%	5.3%
Manufacturing	14.1%	11.6%	7.8%	7.3%
Wholesale Trade	4.7%	4.8%	4.2%	4.2%
Retail Trade	11.6%	11.7%	9.9%	10.3%
Transportation & Warehousing	4.6%	5.0%	5.0%	5.3%
Information	1.8%	1.9%	1.6%	1.4%
Finance & Insurance	5.6%	5.6%	5.5%	5.3%
Real Estate & Rental & Lease	3.4%	3.5%	4.4%	4.4%
Professional & Technical Services	4.3%	5.3%	6.2%	6.7%
Management & Enterprises	0.9%	1.1%	1.0%	1.2%
Administrative & Waste Services	5.5%	6.7%	7.4%	8.1%
Educational Service	1.1%	1.3%	2.2%	2.2%
Health Care & Social Assistance	7.8%	9.0%	11.3%	11.3%
Arts, Entertainment & Recreation	1.5%	1.9%	2.2%	2.0%
Accommodation & Food Service	6.3%	6.8%	7.1%	7.5%
Other Services	5.8%	5.3%	5.8%	5.8%
Federal Civilian Government	2.3%	1.4%	1.5%	1.3%
Federal Military Government	1.1%	0.6%	0.6%	0.5%
State and Local Government	9.9%	9.1%	10.1%	8.7%
Total	100%	100%	100%	100%

Source: Woods & Poole Economics, Inc. 2018

As seen above, most economic sectors have accounted for a consistent percentage of total employment in the Indianapolis CBSA. Manufacturing employment has decreased significantly declining from 125,580 jobs in 1990 to 97,020 jobs in 2017, while total employment has grown from 891,260 in 1990 to 1,328,890 in 2017. As a result, manufacturing has decreased from 14.1 percent of employment in 1990 to 7.3 percent in 2017. On the other hand, service-based industries, retail trade, finance, insurance and real estate are showing relatively strong growth. This trend is forecast to continue. Health care & Social Assistance presented one of the strongest growth factors increasing from 7.8 percent in 1990 to 11.3 percent in 2017. Among the largest employers in the CBSA are medical service providers such as Community Health Network, St. Vincent Hospitals & Health Services, Indiana University Health (Methodist, IU & Riley Hospitals) and St. Francis Hospitals.

Historical Unemployment					
	2013	2014	2015	2016	2017
Indianapolis CBSA	6.9%	5.7%	4.5%	4.0%	3.3%
Indiana	7.5%	6.0%	4.8%	4.4%	3.5%
United States	7.4%	6.2%	5.3%	4.9%	4.4%

Source: Department of Workforce Development

The Indianapolis CBSA unemployment rate has remained below both the Indiana and United States averages for the past four years. This indicates a stable labor force showing signs of relative strength when compared to the state and nation. However, a significant increase in unemployment did occur among all three regions in late 2008 throughout 2009 due to the national recession. As unemployment rates continue to decline locally, regionally and nationally, current data suggest a steady, but moderate economic recovery. As of May 2018, the most recent data available, the unemployment rate for the Indianapolis CBSA was 3 percent. The unemployment rates for Indiana and the United States were 3.2 percent and 3.6 percent, respectively.

Physical Infrastructure

The Indianapolis area is centrally located and is serviced by a number of interstates that provide access to nearby cities. In addition, the I-465 beltway encircles Marion County connecting the various interstates. The following table illustrates the distance to nearby cities.

City	Distance	Interstate
Chicago, Illinois	175 miles northwest	I-65
Louisville, Kentucky	110 miles south	I-65
Cincinnati, Ohio	110 miles southeast	I-74
Peoria, Illinois	210 miles northwest	I-74
St. Louis, Missouri	235 miles southwest	I-70
Dayton, Ohio	120 miles east	I-70
Columbus, Ohio	180 miles east	I-70
Detroit, Michigan	285 miles northeast	I-69

Freight and passenger rail service is available. Indianapolis International Airport is located in the southwest quadrant of the city and is served by I-70. All utilities are generally available throughout the urbanized area of the CBSA, with no foreseeable problems regarding capacity and related real estate development.

Public and private downtown development of facilities such as the Circle Centre Mall, Lucas Oil Stadium, ArtsGarden, Victory Field, and Bankers Life Fieldhouse encourage utilization of the downtown area outside general business hours. The expansion of the Convention Center has attracted additional convention and meeting activity for larger conferences. The White River State Park, a multi-use park west of downtown currently includes the Indianapolis Zoo, the Eiteljorg Museum, the NCAA Headquarters, Hall of Champions, the Indiana State Museum, an IMAX Theater, a sports fitness center, a recreational park, and a tennis center.

Social Infrastructure

In addition to the public and private school systems, numerous highly regarded institutions of higher education are located in the area. The Indiana University-Purdue University Indianapolis campus (IUPUI) lies adjacent west of the central business district, providing a number of undergraduate and graduate programs, including medicine, engineering and technology, business, and law. The university supplies significant technical support to local business and government in the form of research and development programs.

Local government monitors municipal development. Indianapolis and Marion County consolidated a number of functions of government in 1970 under the so-called "Uni-Gov" system. Uni-Gov is intended to contribute to business growth potential in Marion County by broadening the tax base, streamlining business access to government services, allowing development without further annexation, and providing the institutions for public/private cooperation. The basic executive structure is that of a Mayor and City Council with six departments as administrators. The Cities of Beech Grove, Lawrence, Southport, and the town of Speedway fall within the boundaries of Indianapolis, but remain independent of the "Uni-Gov" system.

Summary

In brief, the Indianapolis CBSA can be categorized as an area that experienced the negative effects of the national economic crisis but weathered the storm better than many other large CBSA's across the region and nation. The diversification of the workforce in the Indianapolis CBSA has resulted in unemployment levels lower than state and national averages. Government continues to actively support development. Adequate infrastructure, both physical and institutional, is usually available to ensure some stability in the local real estate market. However, the economic downturn resulted in fewer real estate transactions and, in some cases, decreases in real estate values. Despite the downturn, the past factors of steady demand and government interest in continued development are supportive of long-term real estate investment throughout the CBSA.

NEIGHBORHOOD

The subject neighborhood consists of primarily single family residential land and vacant agricultural land. Commercial uses are located along major thoroughfares. Uses immediately surrounding the subject property are a Kroger to the north and single family residential to the east, south, and west.

Boundaries: North: 191st Street
East: Hazel Dell Road / Little Chicago Road
South: 161st Street
West: US 31

Location: Suburban
Built Up: Over 25%
Growth Rate: Increasing
Property Values: Stable
Demand/Supply: Appears to be in balance for all product types.
Predominant Occupancy: Residential mixed with commercial along main arterials.

Vacancies: Minimal
Land Use Change: Agricultural to residential and commercial.

	Good	Avg.	Fair	Poor
Employment Stability		X		
Convenience to Employment		X		
Convenience to Shopping		X		
Convenience to Schools		X		
Adequacy of Public Transportation		X		
Recreation Facilities		X		
Adequacy of Utilities		X		
Property Compatibility		X		
Protection from Detrimental Conditions		X		
Police & Fire Protection		X		
General Appearance of Properties		X		
Appeal to Market		X		

ZONING

The property is owned by the City of Westfield and is a portion of the Midland Trace Trail. The zoning map does not reflect zoning on this site. According to Caleb Ernest, Associate Planner with the City of Westfield, the parcel is zoned according to the adjacent parcels, indicating that the subject is governed by the Oak Manor PUD. Given the subject's recreational use and primary proximity to residential uses, its residential potential is primarily considered.

Oak Manor Planned Unit Development

PERMITTED USES: Depends on the underlying district

PUD STANDARDS FOR RESIDENTIAL USES -

MINIMUM LOT AREA: 20,000 SF

MINIMUM LOT
FRONTAGE: 100 Feet

MINIMUM LOT WIDTH: 85 feet at building line

MINIMUM SETBACKS: Front: 50 feet
Side: 12 feet*
Rear: 30 feet
*Corner Lot – 50 feet

MINIMUM GROUND
FLOOR AREA: Single Story – 1,350 SF
Two-Story – 800 SF
Tri-Level – 800 SF (basement and first level)
Story and One-Half – 800 SF
*Excludes porches, terraces, and garages

MAXIMUM BUILDING
HEIGHT: 25 feet but can increase up to 35 feet provided
that each side yard is increased an additional
foot for each foot the building exceeds 25 feet
in height

PARKING: 2 spaces for each dwelling.

CONFORMANCE: The subject's larger parcel is undeveloped and
thus conforms to zoning.

5.0 HIGHEST & BEST USE

HIGHEST & BEST USE DEFINED

As defined by the Appraisal Institute, highest and best use is

"The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, and financially feasible and that results in the highest value".²

HIGHEST & BEST USE AS IF VACANT

Legally Permissible:	A variety of approved uses based upon the PUD zoning.
Physically Possible:	The subject is a narrow parcel containing 0.236 acres. Given its configuration, development would not be physically possible without assemblage. However, for the purpose of the appraisal, the subject is valued as if it is of proper size and functionality for residential development, similar to that of the comparables.
Financially Feasible/ Maximally Productive:	The subject is valued as if it is of proper size and functionality for residential development, similar to that of the comparables. Under these circumstances, residential development would be deemed to be feasible and maximally productive.
Conclusion:	The subject is valued as if it is of proper size and functionality for residential development, similar to that of the comparables. Under these circumstances, residential development would be deemed to be feasible and maximally productive.

² The Appraisal Institute, The Appraisal of Real Estate, 13th Edition, Chicago, IL, 2008, pp.277-278.

6.0 VALUATION

Following is a valuation of the subject utilizing the applicable techniques as identified in Section 2.

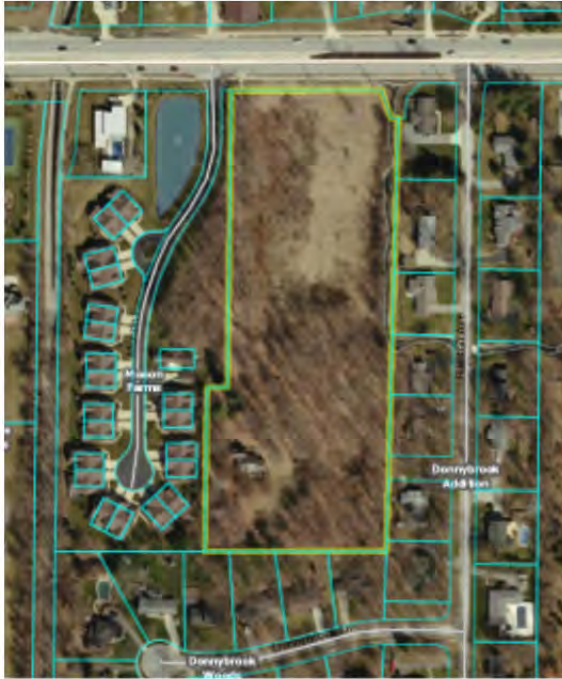
LAND VALUATION

Selection of Comparables

Research was conducted to identify recent sales or current listings that were most similar in physical, functional and economic characteristics. The comparables that were concluded to provide best indicators are displayed in the Annex with a map identifying their locations in relation to the subject. Comparables have been adjusted to reflect effective sale prices, taking into account expenses after the sale when such expenses are known, and adjustment to cash equivalency if such an adjustment is required.

The subject's larger parcel is part of a corridor and thus the "across-the-fence" valuation methodology is applied, wherein the per-acre value is largely associated with the adjacent land is applied to the larger parcel.

TERZO & BOLOGNA, INC. MARKET DATA: SALE OF SINGLE FAMILY LAND



Comparable # 1

Property: 1225 East 116th Street
Carmel, IN
County: Hamilton
Location: SEQ of US 31 and 116th Street
Date of Sale: 7/2017
Seller: Hanna Inc.
Purchaser: Jeremy J. & Wendy L. Reymer

FINANCIAL DATA

Effective Sale Price: \$619,500
Terms: Assumed cash to seller.
Price/Net Square Foot: \$1.98
Price/Net Acre: \$86,042

T&B # 8494

TERZO & BOLOGNA, INC. MARKET DATA: SALE OF SINGLE FAMILY LAND

DESCRIPTIVE DATA

Tax Code: 29-13-01-000-007.000-018
Zoning: R-1
Parcel Area: 7.2 Net Acres
Shape: Mostly rectangular
Cover: Mostly wooded and creek
Topography: Sloping in southern area
Improvements: Single family dwelling
Road Surface: Paved
Utilities: Municipal
Source: Public records
Verified By: RLP
Comments: The site was improved with a single family dwelling at the time of the purchase which was demolished in December of 2017 subsequent to the sale. There are currently no plans for development for the site.

T&B # 8494

TERZO & BOLOGNA, INC. MARKET DATA: SALE OF SINGLE FAMILY LAND



Comparable #2

Property: Villages of Oak Manor
Heathcliff Court
Westfield, IN
County: Hamilton
Location: SEQ of US 31 and State Road 32
Date of Sale: 2/2016
Seller: Grand Communities LTD
Purchaser: Beazer Homes Indiana, LLP

FINANCIAL DATA

Effective Sale Price:	\$612,000
Terms:	Assumed cash to seller. Vacant land. Sale occurred in four separate transactions on the same date between the same parties. All transactions were \$18k per lot. 20 parcels sold for \$360,000, 4 parcels sold for \$72k, 8 parcels sold for \$18k, and 2 parcels sold for \$36k for a total effective sales price of \$612k for 34 parcels.
Price/Net Square Foot:	\$2.80
Price/Net Acre:	\$122,156

T&B # 8495

TERZO & BOLOGNA, INC. MARKET DATA: SALE OF SINGLE FAMILY LAND

DESCRIPTIVE DATA

Tax Code: 29-10-05-015-001.000-015-29-10-05-015-020.000-015 & 29-10-05
Zoning: Oak Manor PUD
Parcel Area: 5.01 Net Acres
Shape: Irregular
Cover: None
Topography: Essentially level
Improvements: None
Road Surface: Paved
Utilities: Municipal
Source: Public records
Verified By: RLP
Comments: This represents the sale of 34 single family lots within the
Villages of Oak Manor Subdivision.

T&B # 8495

TERZO & BOLOGNA, INC. MARKET DATA: SALE OF SINGLE FAMILY LAND



Comparable #3

Property: Suffolk at Oak Manor
SEQ of State Road 31 and State Road 32
Westfield, IN
County: Hamilton
Date of Sale: 8/2017
Seller: Anabasis LLC
Purchaser: Lancashire Partners, LLC

FINANCIAL DATA

Effective Sale Price: \$1,463,000
Terms: Assumed cash to seller. Vacant land.
Price/Net Square Foot: \$2.85
Price/Net Acre: \$124,194

T&B # 8493

TERZO & BOLOGNA, INC. MARKET DATA: SALE OF SINGLE FAMILY LAND

DESCRIPTIVE DATA

Tax Code: 29-10-05-000-026.101-015, 29-10-05-018-003.000-015, 29-10-05
Zoning: Oak Manor PUD
Parcel Area: 11.78 Net Acres
Shape: Irregular
Cover: None
Topography: Essentially level
Improvements: None
Road Surface: Paved
Utilities: Municipal
Source: Public records
Verified By: RLP
Comments: The site was purchased to be developed with a new section of
Suffolk at Oak Manor which will consist of 67 single family
detached and 10 single-family attached residential lots.

T&B # 8493

TERZO & BOLOGNA, INC. MARKET DATA: SALE OF SINGLE FAMILY LAND



Comparable #4

Property: Carriage Homes at Oak Trace Subdivision
 SWQ of US 31 and State Road 32
 Westfield, IN
 County: Hamilton
 Date of Sale: 8/2016
 Seller: OT932 LLC
 Purchaser: Westport Homes, Inc.

FINANCIAL DATA

Effective Sale Price: \$300,000
 Terms: Assumed cash to seller. Vacant land. Sale of 32 units in the Carriage at Oak Trace Subdivision for one purchase price of \$300,000. This was purchased at auction and included a 10% buyers premium for auction.
 Price/Net Square Foot: \$3.44
 Price/Net Acre: \$150,000

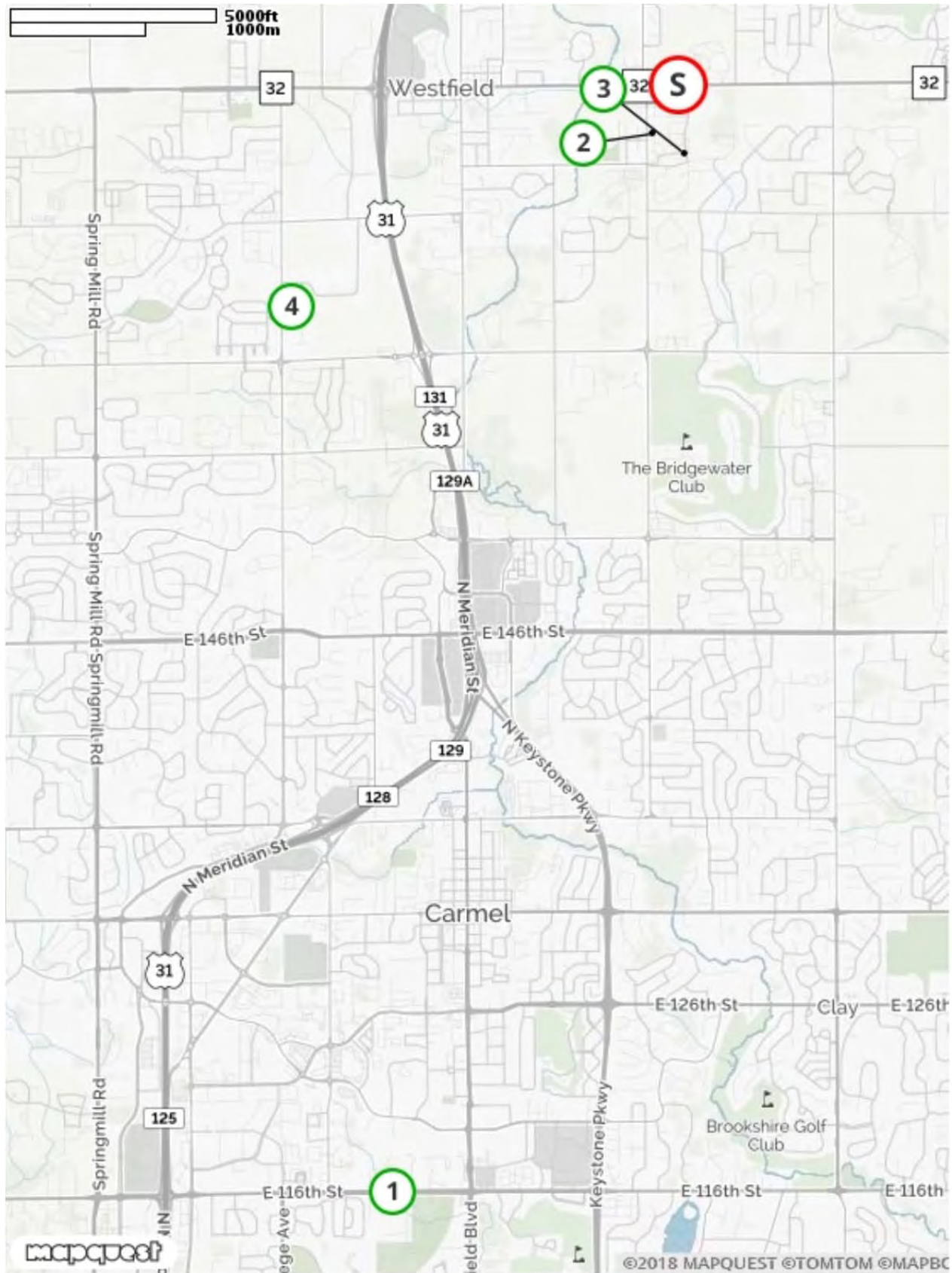
T&B # 8496

TERZO & BOLOGNA, INC. MARKET DATA: SALE OF SINGLE FAMILY LAND

DESCRIPTIVE DATA

Tax Code: 29-09-12-004-029.000-015-29-09-12-007-041.000-015
Parcel Area: 2 Net Acres
Shape: Rectangular
Cover: None
Topography: Essentially level
Improvements: None
Road Surface: Paved
Utilities: Municipal
Source: Public records/broker
Verified By: RLP
Comments: The site was purchased for the development of 32 townhome lots.

T&B # 8496



Adjustments

The following analysis will rate each comparison in relation to the subject and then make adjustments for the differences in a comparative analysis.

Transactional adjustments must be considered first.

- Real Property Rights Conveyed – The comparables do not require adjustment as there are no variations in real property rights conveyed.
- Financing Terms - The subject is valued under the assumption of a cash sale. All comparisons sold under conditions that are cash or cash-equivalent and thus require no adjustment.
- Conditions of Sale - All comparisons are normal market transactions with no unusual motivations on the part of the buyer or seller so no adjustments are warranted.
- Expenses After Purchase - When a property requires significant capital input after purchase, particularly when the expenses are items of deferred maintenance, they are, in essence a cost of acquisition. None of the comparisons required significant modification after purchase and thus none require adjustment.
- Market Conditions – An annual upward adjustment of 3 percent is applied.

Property adjustments are the next set of adjustments to consider.

- Location - Adjustments are applied for comparables whose desirability of location varies from that of the subject. No adjustments were required.
- Physical Characteristics - Adjustments reflect differences in parcel size; configuration, visibility, and frontage; or differences attributable to any functional limitations. In this case, the subject's larger parcel is a small and narrow parcel owned by the City of Westfield and improved with a public recreational trail. It is unlikely that the larger parcel could be developed, unless assembled with another parcel. For the purpose of this appraisal, the subject is valued as-if it has similar size and functionality as the residential comparables used. Additionally, comparable 4 is 2.0 acres that was located within an improved subdivision and benefited from in-place infrastructure. This comparable has been adjusted accordingly.
- Economic Characteristics – An adjustment is applicable to income-producing properties such as those that may have an underlying lease. Neither the subject, nor the comparables are considered to have unusual economic characteristics.
- Legal Characteristics – The subject and all comparables have a reasonable similarity of highest and best use, so no adjustment is warranted in this category.
- Non-Realty Components – Neither the subject nor the comparables include any non-realty components, so no adjustments are applied.

The ensuing chart summarizes the adjustments applied to the comparable sales.

Duke Easement LAND SALE ADJUSTMENT CHART									
		Comparable #1 1225 E. 116th St Carmel, IN		Comparable #2 3300 Heathcliff Ct. Westfield, IN		Comparable #3 17200 Gunther Rd. Westfield, IN		Comparable #4 16300 Sunland Ct. Westfield, IN	
	Subject								
Cash Equivalent Sale Price			\$619,500		\$612,000		\$1,463,000		\$300,000
Sq. Ft. - Price/ Acre	0.236	7.200	\$86,042	5.01	\$122,156	11.78	\$124,194	2.00	\$150,000
Transactional Adjustments									
Real Property Rights Conveyed Adjusted Sale Price/ Acre Financing Terms Adjusted Sale Price/ Acre Conditions of Sale Adjusted Sale Price/ Acre Expenses After Purchase Adjusted Sale Price/ Acre Market Conditions (Date of Sale) Adjusted Sale Price/ Acre	Fee Simple	Similar	0.0%	Similar	0.0%	Similar	0.0%	Similar	0.0%
			\$86,042		\$122,156		\$124,194		\$150,000
	Cash Equiv.	Similar	0.0%	Similar	0.0%	Similar	0.0%	Similar	0.0%
			\$86,042		\$122,156		\$124,194		\$150,000
	Market	Similar	0.0%	Similar	0.0%	Similar	0.0%	Similar	0.0%
			\$86,042		\$122,156		\$124,194		\$150,000
	None	Similar	0.0%	Similar	0.0%	Similar	0.0%	Similar	0.0%
			\$86,042		\$122,156		\$124,194		\$150,000
	Jul-18	Jul-17	3.0%	Feb-16	7.0%	Aug-17	3.0%	Aug-16	6.0%
		\$88,623		\$130,707		\$127,920		\$159,000	
Property Adjustments									
Quantitative Adjustments									
Location	Average	Similar	0.0%	Average	0.0%	Average	0.0%	Average	0.0%
Physical Characteristics									
Size	0.236	7.20	0.0%	5.01	0.0%	11.78	0.0%	2.00	0.0%
Config/ Visibility/ Frontage	Average	Similar	0.0%	Similar	0.0%	Similar	0.0%	Similar	0.0%
Functional Utility	Average	Average	0.0%	Average	0.0%	Average	0.0%	Infrastructure	-20.0%
Economic Characteristics	Typical	Similar	0.0%	Similar	0.0%	Similar	0.0%	Similar	0.0%
Legal Characteristics	PUD	R-1	40.0%	PUD	0.0%	PUD	0.0%	PUD	0.0%
Non-Realty Components	None	Similar	0.0%	Similar	0.0%	Similar	0.0%	Similar	0.0%
Total Quantitative Adjustments			40.0%		0.0%		0.0%		-20.0%
Adjusted Sale Price/ Acre			\$124,072		\$130,707		\$127,920		\$127,200

Land Value Conclusion

The comparables are sales of residential properties deemed to be relevant to the subject. Comparable 1 is zoned R-1 and appears to have been purchased on a speculative basis, or for single-family residential development. As a result, this comparable is given less weight. Comparable 4 is 2.0 acres approved for townhome development located within an existing subdivision development. Given the in-place infrastructure this comparable was adjusted downward and is also given less weight. Comparable 2 is 5.01 acres located just west of the subject with frontage along the Midland Trail. The 5.01 acres was located within an existing subdivision and approved for townhome development. However, adjacent infrastructure was not yet in place. This comparable suggests a value near to \$130,707 per acre and is given weight. Finally, comparable 3 is located adjacent to the trail and directly south of the subject. The vacant land was purchased for residential development and approved for 77 residential lots. This comparable indicates a value of \$127,920 per acre. Comparables 2 and 3 are located near to the subject, are within the Oak Manor PUD, and were purchased for residential development. Giving weight to these comparables, a value for the subject based on \$130,000 per acre is concluded.

Valuation of the Proposed Partial Acquisition

The proposed partial acquisition by Duke Energy contains approximately 0.00413 acres (180 square feet). The subject's larger parcel is owned by the City of Westfield and located within the Midland Trace Trail. The proposed 0.00413 acre underground easement is not expected to significantly affect the utility of the subject's larger parcel or the Midland Trace Trail. Therefore, the subject will retain generally the same overall utility that it has today.

After considering all of these factors, a rate of 25 percent is applied in valuing the subject easement as follows:

$$\begin{array}{rclclcl} 0.00413 \text{ acres} & \times & \$130,000/\text{acre} & \times & 25\% & = & \$134 \\ \text{Rounded} & & & & & & \mathbf{\$135} \end{array}$$

The value conclusion is subject to the underlying assumptions and limiting conditions set forth in Section 2 of this report.

7.0 CERTIFICATION OF THE APPRAISERS

I certify that, to the best of my knowledge and belief:

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have made a personal inspection of the property that is the subject of this report.
- Greg B. Knapp provided the research, completed the analysis, and wrote the enclosed report. Erick P. Landeen performed the review for the final product.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives, and is subject to review by governing State agencies.
- as of the date of this report, I have completed the Standards and Ethics Education Requirements for Practicing Affiliates of the Appraisal Institute.
- Terzo & Bologna, Inc. has not performed an appraisal involving the subject property within the past three years.



Greg Knapp
Indiana Certified General Appraiser – #CG41500014

CERTIFICATION OF THE APPRAISERS

I certify that, to the best of my knowledge and belief:

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
- I have not made a personal inspection of the property that is the subject of this report.
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives, and is subject to review by governing State agencies.
- Greg B. Knapp provided the research, completed the analysis, and wrote the enclosed report. Erick P. Landeen performed the review for the final product.
- as of the date of this report, I have completed the continuing education program of the Appraisal Institute.
- Terzo & Bologna, Inc. has not performed an appraisal involving the subject property within the past three years.



Erick Landeen, MAI
Indiana Certified General Appraiser - #CG40400483
Did Not Inspect Subject Property

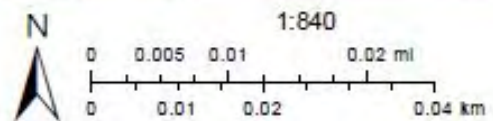
ANNEX

AERIAL
PROPOSED ACQUISITION EXHIBITS
LEGAL DESCRIPTION
GRANT OF EASEMENT
NEIGHBORHOOD MAP
ZONING MAP
FLOOD MAP
SUBJECT PHOTOS
INTRODUCTION TO TERZO & BOLOGNA, INC.
QUALIFICATIONS OF THE APPRAISERS

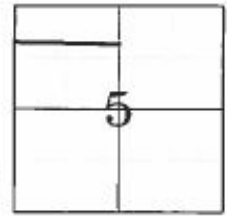
AERIAL



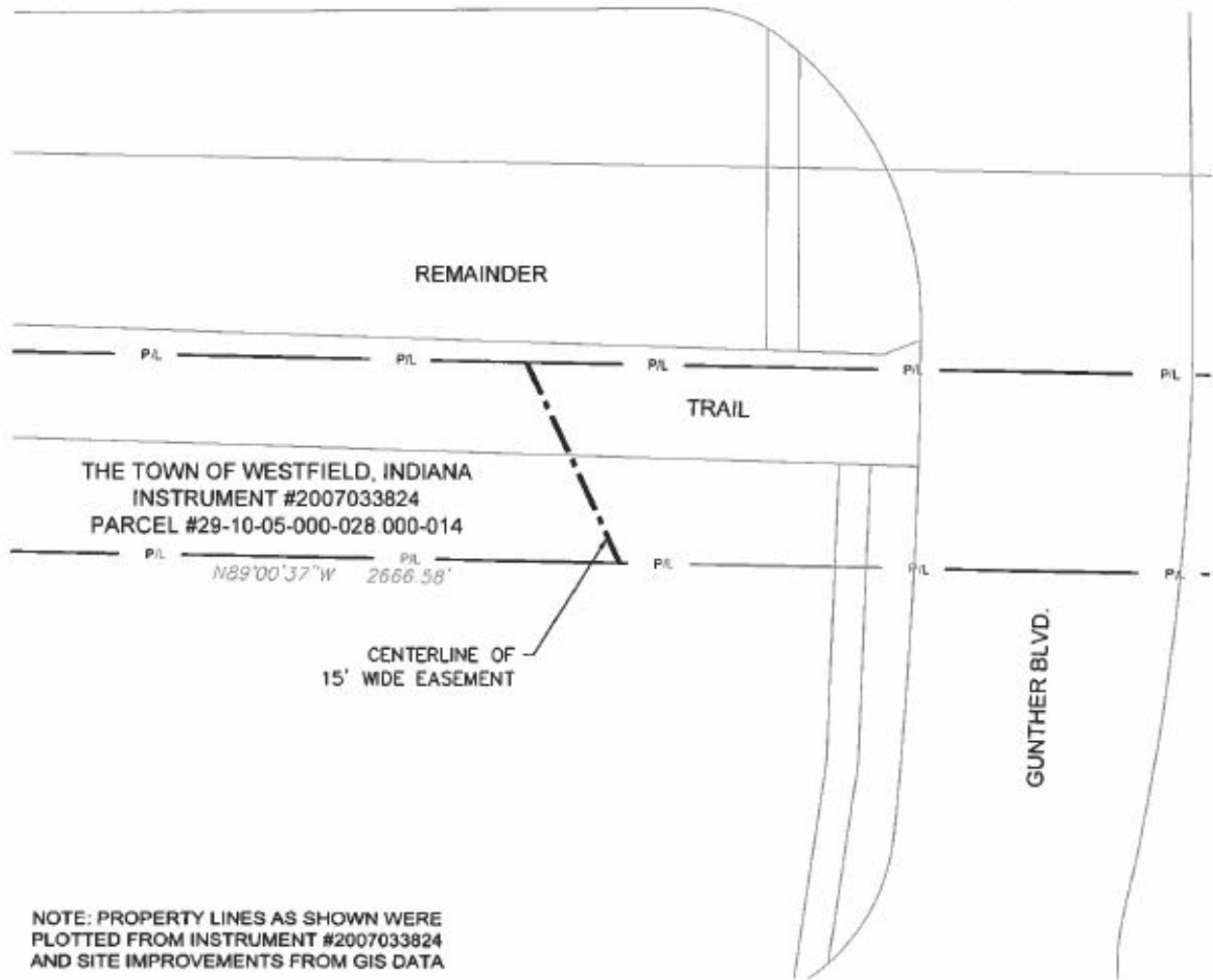
July 17, 2018



THIS IS NOT A SURVEY. LOCATIONS SHOWN ARE APPROXIMATE. THE ACTUAL CENTERLINE
LOCATION OF THE UTILITY LINE IS THE CENTERLINE OF THE EASEMENT.



← TO CAREY RD.



NOTE: PROPERTY LINES AS SHOWN WERE
PLOTTED FROM INSTRUMENT #2007033824
AND SITE IMPROVEMENTS FROM GIS DATA

HAMILTON COUNTY, INDIANA

SITE NAME: WASHINGTON TOWNSHIP SECTION 5 TOWNSHIP 18N RANGE 4E

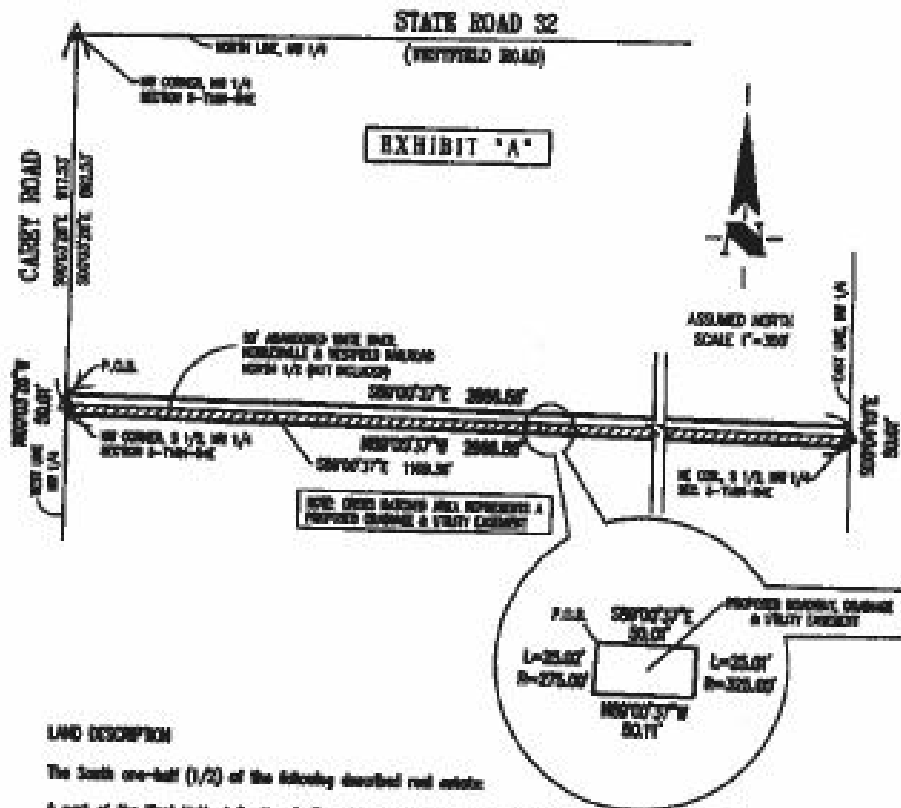


DR. AM	EXHIBIT MAP OF: EASEMENT	
CK. MT	EXHIBIT MAP FOR: THE TOWN OF WESTFIELD, INDIANA	
DATE 06/01/2018	LOCATION 0 CAREY RD, WESTFIELD, IN	EXHIBIT 'A'
		EMAX #22628113



The Schneider Corporation
Historic Fort Harrison
5001 Old Avenue
Indianapolis, Indiana
46204
317-536-7500
317-536-7110 FAX

Engineering
Surveying
Landscape Architecture
GIS - LIDAR
Geology



IC:\46\4134\2008\shape\4134008E SHR 8-08-08 REV. SHR 12-8-08, REV. SHR 2-2-07



EXHIBIT B



The Schneider Corp.
5250 East U.S. 39
Building 1000
Avon, Indiana 46123
317-745-8828
317-745-8973 FAX
www.schneidercorp.com

Architecture
Civil Engineering
Environmental Engineering
Geotechnical Services
GIS & LRS
Home Builder Services
Interior Design
Landscape Architecture
Transportation Engineering

LAND DESCRIPTION

A part of the West Half of Section 6, Township 18 North, Range 4 East of the 2nd Principal Meridian, Washington Township, Hamilton County, Indiana, being described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Section 6; thence South 80 degrees 03 minutes 25 seconds East (bearing based on previous survey by the Schneider Corporation job number 4134003) or on assumed bearing) along the West line of said Northwest Quarter a distance of 517.53 feet to the northeast corner of the South Half of said Northwest Quarter; thence South 80 degrees 03 minutes 25 seconds East along the North line of said South Half a distance of 815.41 feet to the Point of Beginning, thence continuing South West a distance of 160.53 feet; thence South 87 degrees 28 minutes 58 seconds East a distance of 547.65 feet; thence South 04 degrees 48 minutes 06 seconds East a distance of 28.91 feet; thence South 20 degrees 29 minutes 04 seconds East a distance of 83.09 feet; thence South 37 degrees 14 minutes 31 seconds East a distance of 26.51 feet; thence South 25 degrees 08 minutes 19 seconds East a distance of 144.45 feet; thence South 43 degrees 04 minutes 05 seconds East a distance of 91.53 feet; thence South 25 degrees 08 minutes 19 seconds East a distance of 173.80 feet; thence South 35 degrees 12 minutes 12 seconds East a distance of 120.37 feet; thence South 21 degrees 15 minutes 23 seconds East a distance of 84.22 feet; thence South 48 degrees 20 minutes 34 seconds East a distance of 182.08 feet; thence South 07 degrees 08 minutes 28 seconds East a distance of 103.83 feet; thence South 13 degrees 11 minutes 08 seconds East a distance of 22.87 feet; thence North 05 degrees 48 minutes 21 seconds West a distance of 243.88 feet; thence South 01 degrees 11 minutes 08 seconds East a distance of 120.28 feet to a non-tangent curve to the left having a radius of 628.00 feet, the radius point of which bears South 01 degrees 11 minutes 08 seconds East; thence westerly along said curve on an arc distance of 159.85 feet to a point which bears North 10 degrees 35 minutes 04 seconds West from said radius point; thence South 71 degrees 43 minutes 05 seconds West a distance of 83.78 feet to a tangent curve to the right having a radius of 25.00 feet, the radius point of which bears North 18 degrees 18 minutes 04 seconds West; thence westerly along said curve on an arc distance of 49.97 feet to a point which bears South 75 degrees 25 minutes 07 seconds West from said radius point; thence North 14 degrees 20 minutes 53 seconds West a distance of 112.48 feet; thence South 76 degrees 07 minutes 28 seconds West a distance of 50.00 feet; thence North 14 degrees 20 minutes 53 seconds West a distance of 112.48 feet; thence South 76 degrees 07 minutes 28 seconds West a distance of 50.00 feet; thence North 21 degrees 07 minutes 37 seconds West a distance of 44.12 feet; thence North 00 degrees 00 minutes 00 seconds East a distance of 172.88 feet to a point on a non-tangent curve to the left having a radius of 45.00 feet, the radius point of which bears North 00 degrees 07 minutes 17 seconds West; thence northerly along said curve on an arc distance of 8.98 feet to a point which bears North 70 degrees 02 minutes 18 seconds East from said radius point; thence North 71 degrees 37 minutes 41 seconds West a distance of 81.41 feet to a tangent curve to the right having a radius of 130.00 feet, the radius point of which bears North 70 degrees 02 minutes 18 seconds East; thence northerly along said curve on an arc distance of 27.14 feet to a point which bears North 80 degrees 00 minutes 00 seconds West from said radius point; thence North 00 degrees 00 minutes 00 seconds East a distance of 55.30 feet to a tangent curve to the right having a radius of 130.00 feet, the radius point of which bears North 80 degrees 00 minutes 00 seconds East; thence northerly along said curve on an arc distance of 15.38 feet to a point which bears North 85 degrees 25 minutes 27 seconds West from said radius point; thence North 04 degrees 34 minutes 23 seconds East a distance of 894.78 feet to a tangent curve to the left having a radius of 170.00 feet, the radius point of which bears North 05 degrees 25 minutes 27 seconds West; thence northerly along said curve on an arc distance of 13.58 feet to a point which bears South 80 degrees 00 minutes 00 seconds East from said radius point; thence North 00 degrees 00 minutes 00 seconds East a distance of 188.08 feet to the Point of Beginning, containing 22.85 acres, more or less.

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EXHIBIT B

GRANT OF EASEMENT

Pt. Parcel # 29-10-05-000-028.000-014

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **THE TOWN OF WESTFIELD, INDIANA** (hereinafter referred to as "Grantor"), hereby grant(s) unto **DUKE ENERGY INDIANA, LLC**, an Indiana limited liability company with a mailing address of 1000 E. Main Street, Plainfield, IN 46168 and its successors and assigns (hereinafter referred to as "Grantee"), a perpetual, non-exclusive easement to construct, reconstruct, operate, patrol, maintain, repair, replace, relocate, add to, modify and remove, electric, and/or telecommunication line or lines including but not limited to, all necessary and convenient supporting structures, conduits, wires, cables, manholes, pullboxes, grounding systems, counterpoises, surface equipment (including, but not limited to, transformers and switchgears), and all other appurtenances, fixtures and equipment (hereinafter referred to as the "Facilities"), for the underground transmission and distribution of electrical energy, and for technological purposes (including but not limited to telecommunications), in, upon, over, along, under, through and across the following described real estate:

Situate in Section 5, Township 18 North, Range 4 East, Washington Township, Hamilton County, State of Indiana; being a part of a tract of land as recorded in **Instrument Number 2007033824** in the Office of the Recorder of Hamilton County, Indiana (hereinafter referred to as "Grantor's Property"), and being more particularly described as follows:

A strip of land fifteen feet (15') in uniform width, lying seven and one half feet (7.5') wide on both sides of a centerline, which centerline shall be established by the center of the Facilities as constructed and as generally shown on Exhibit "A", attached hereto and becoming a part hereof (hereinafter referred to as the "Easement Area").

This easement grant shall include, but not be limited to, the following respective rights and duties of Grantor and Grantee:

1. Grantee shall have the right of ingress and egress over the Easement Area, and over the adjoining land of Grantor's Property (using lanes, driveways, and adjoining public roads where practical as determined by Grantee).

For Grantee's Internal Use:

Line Name/No: Hamilton - Washington - Indiana

Tract No.: 2 of 2

Job Control #22628113

LU#

Prep/Chk: DMS/SJL Exec/Rec: _____

Dwg/Fac Ref.: Exhibit "A"

Prepared Date: 06/11/2018

2. Grantee shall have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation upon or over the Easement Area. Grantee shall also have the right to cut down, clear, trim, remove, and otherwise control any trees, shrubs, overhanging branches, and/or other vegetation which are adjacent to the Easement Area but only to the extent such vegetation may endanger, as reasonably determined by Grantee, the safe or reliable operation of the Facilities, or where such vegetation is trimmed consistent with generally accepted arboricultural practices.

3. Grantee shall have the right to allow third parties to trench with Grantee's Facilities, and any such equipment shall include but not be limited to, wires, cables, and other fixtures; provided, that Grantor shall pursue any claim with the third party and not Grantee, if any such claim arises out of any third party's facility location.

4. To the best of Grantor's knowledge, the Easement Area and the adjoining land of Grantor's Property have never been used to release, discharge, generate or store any toxic, hazardous, corrosive, radioactive or otherwise harmful substance or material.

5. Grantor shall not place, or permit the placement of, any obstructions, which may interfere with the exercise of the rights granted herein to Grantee. Grantee shall have the right to remove any such obstruction.

6. Grantee shall have the right to pile dirt and other material and to operate equipment upon the surface of the Easement Area and the adjoining land of Grantor's Property, but only during those times when Grantee is constructing, reconstructing, maintaining, repairing, replacing, relocating, adding to, modifying, or removing the Facilities.

7. Excluding the removal of vegetation and obstructions as provided herein, any physical damage to the surface area of the Easement Area and the adjoining land of Grantor's Property resulting from the exercise of the rights granted herein to Grantee, shall be promptly paid by Grantee, or repaired or restored by Grantee to a condition which is reasonably close to the condition it was in prior to the damage, all to the extent such damage is caused by Grantee or its contractors or employees. In the event that Grantee does not, in the opinion of Grantor, satisfactorily repair any damage, Grantor must, within ninety (90) days after such damage occurs, file a claim for such damage with Grantee at (a) 1000 E. Main St., Plainfield, IN 46168, Attn: Right of Way Services, or (b) by contacting an authorized Right of Way Services representative of Grantee.

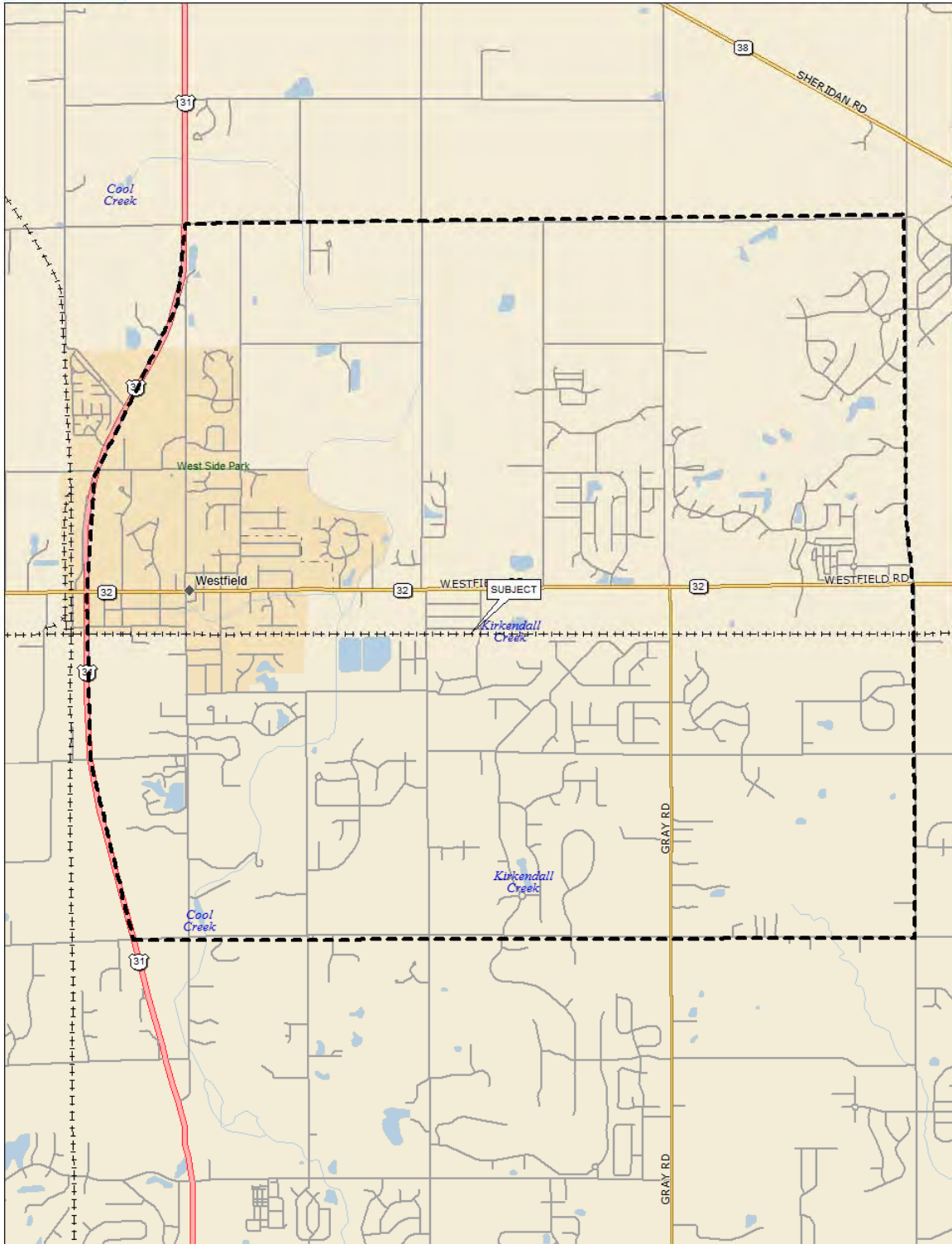
8. Grantor shall have the right to use the Easement Area and the adjoining land of Grantor's Property in any manner which is consistent with the rights granted herein to Grantee, and shall comply with all applicable codes when making use of the land near the Facilities.

9. Notwithstanding anything to the contrary contained herein, Grantor shall not without the prior written consent of Grantee (a) construct or install, or permit the construction or installation of any building, house, or other above-ground structure, or portion thereof, upon the Easement Area; or (b) excavate or place, or permit the excavation or placement of any dirt or other material upon or below the Easement Area; or (c) cause, by excavation or placement of material, either on or off the Easement Area, a pond, lake, or similar containment vehicle that would result in the retention of water in any manner within the Easement Area.

10. Grantor warrants that it has the necessary authority and title to Grantor's Property to grant this easement to Grantee, and shall defend and hold Grantee harmless from the claim of any third party that Grantor does not have such authority or title.

11. The respective rights and duties herein of Grantor and Grantee shall inure to the benefit of, and shall be binding upon the respective successors, assigns, heirs, personal representatives, lessees, licensees, and/or tenants of Grantor and Grantee. Easement, Grantor and Grantee, as used herein, shall be deemed to be plural, when required to be so. The exercise of any or all of the rights and privileges of Grantee set forth herein shall be at the sole discretion of Grantee.

Signature page(s) follow.



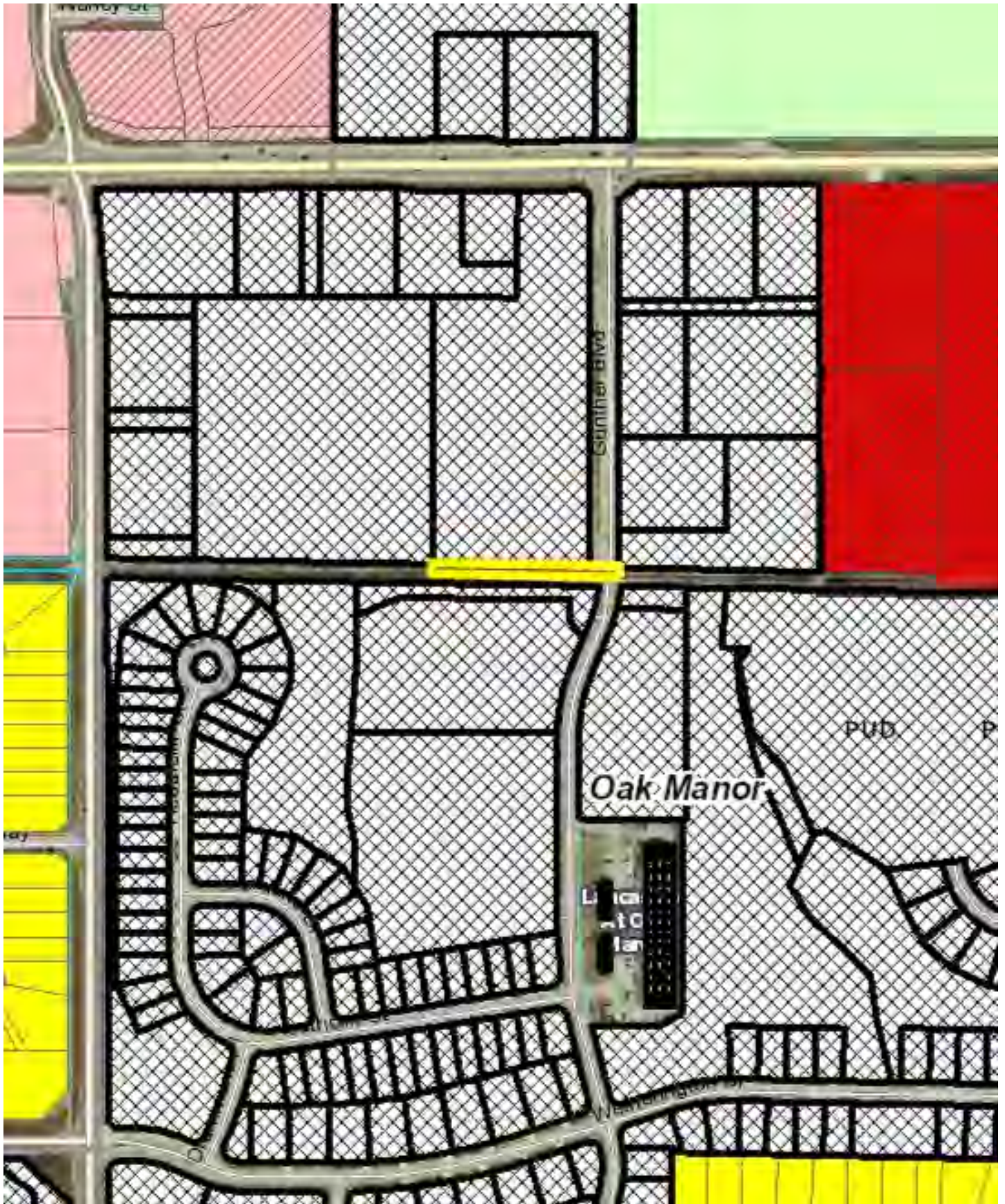
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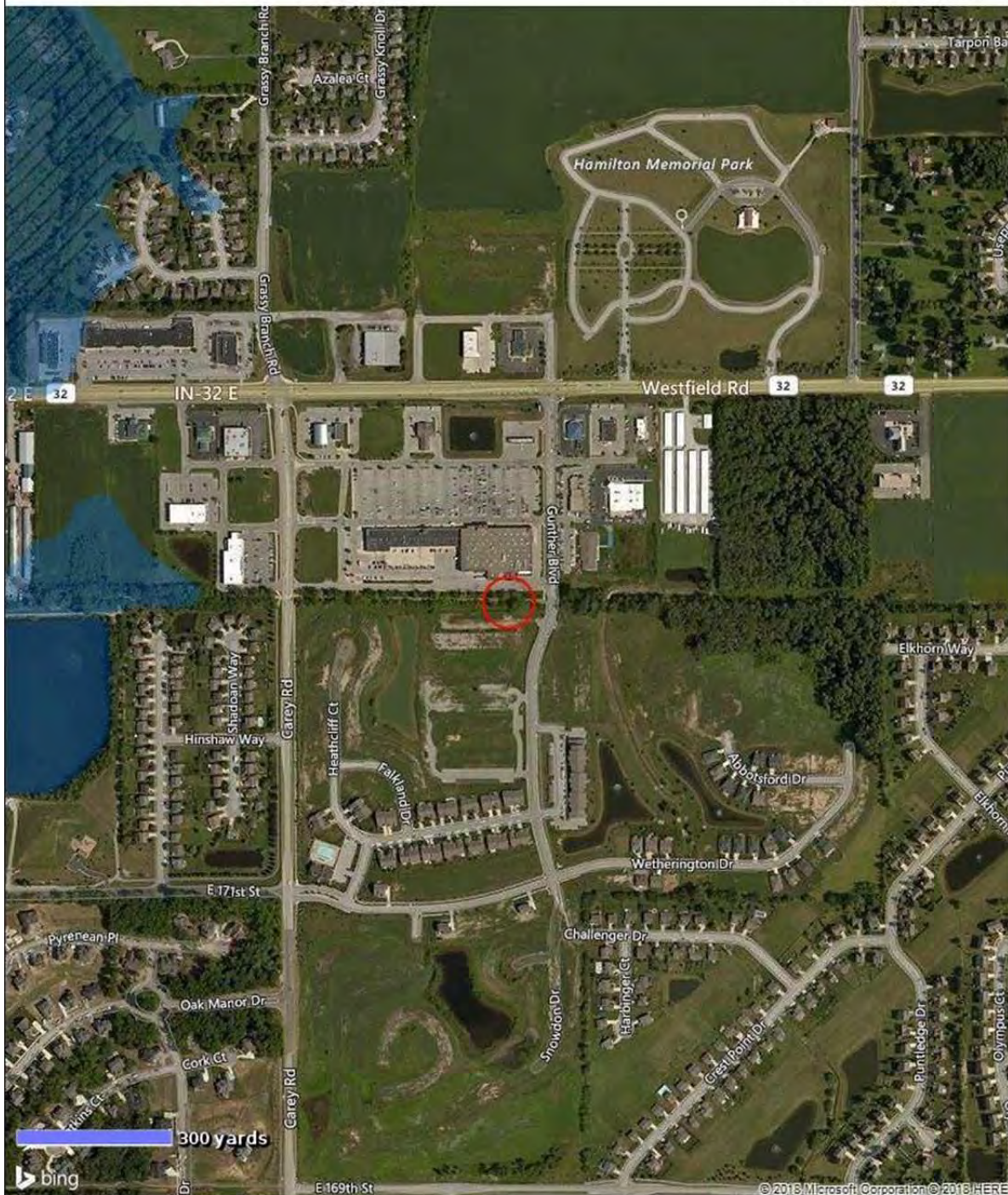
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MN (5.0° W)

0 1/4 1/2 3/4 1 mi
Data Zoom 12-5





MAP DATA

FEMA Special Flood Hazard Area: **No**
 Map Number: **18057C0136G**
 Zone: **X**
 Map Date: **November 19, 2014**
 FIPS: **18057**

MAP LEGEND

- | | |
|--------------------------------------|-----------------|
| Areas inundated by 500-year flooding | Protected Areas |
| Areas inundated by 100-year flooding | Floodway |
| Velocity Hazard | Subject Area |

Powered by CoreLogic®



SUBJECT – LOOKING EAST ALONG MIDLAND TRAIL



LOOKING WEST ALONG MIDLAND TRAIL



LOOKING WEST ALONG SOUTHERN BORDER OF EASEMENT



LOOKING WEST ALONG NORTHERN BORDER OF EASEMENT



LOOKING NORTH ALONG GUNTHER DRIVE



LOOKING SOUTH ALONG GUNTHER DRIVE

- **INTRODUCTION TO TERZO & BOLOGNA, INC.**

Terzo & Bologna, Inc. is a real estate consulting group with offices in Indiana and Michigan that specializes in analysis of commercial properties throughout the Midwest. The firm has a well-established reputation and is recognized for its ability to resolve complex valuation issues in an objective and impartial manner.

The primary goal of Terzo & Bologna, Inc. is to build long-term relationships by providing high quality real estate analysis that is timely and of value to its clients.

- **PROBLEM SOLVING IS OUR STRENGTH**

The success of any real estate analysis rests on knowledge of local markets.

No two properties are alike. Each presents its own unique challenge to analysis. Similarly, client objectives are not all alike. Some clients require analysis leading to property valuation; others require analysis directed to specific investment or disposition strategy.

The firm considers the uniqueness of each property and assignment in providing services that are responsive to the specific needs of the client. No matter how intricate the real estate problem, Terzo & Bologna, Inc. has the experience to solve it.

- **STAFF APPRAISERS AND COUNSELORS**

Well-educated and experienced professionals form the backbone of the firm. Staff appraisers and counselors have established backgrounds in a wide range of real estate related fields such as finance, mortgage banking, city planning, brokerage, construction management and property management. Each is involved in a continuing education program. The multiple perspectives provided by this professional diversity enhance the quality of the analysis that is provided to each client.

Services are provided in accordance with the ethics and standards established by the Appraisal Institute. Services are unbiased, knowledgeable and confidential. Professional affiliations held by individual members of the staff include:

- * Appraisal Institute
- * Royal Institution of Chartered Surveyors

Terzo & Bologna, Inc. has also been elected to professional membership in the National Council of Real Estate Investment Fiduciaries.

Staff members of Terzo & Bologna, Inc. are currently licensed in the following states.

Indiana
Michigan
Ohio
Kentucky
Illinois

Licensure in other states can be obtained at the client's request.

QUALIFICATIONS OF THE APPRAISERS

GREG B. KNAPP

Greg B. Knapp has been appraisal associate of Terzo and Bologna, Inc. since 2011. He has 16 years of real estate industry experience having worked as a loan originator, property manager for both multi-family and commercial properties, and as a Director of Real Estate for an international fraternal organization.

Greg is a graduate of the Indiana University Kelley School of Business where he earned a Bachelor of Science degree in Finance and Real Estate with a minor in economics.

Mr. Knapp is an Associate Member of the Appraisal Institute and has completed the course requirements for Certified General Appraisal license in Indiana including: Real Estate Appraisal Principals, Real Estate Appraisal Procedures, Uniform Standards of Professional Appraisal Practice, Real Estate Finance Statistics and Valuation Modeling, General Appraiser Sales Comparison Approach, General Appraiser Market Analysis & Highest and Best Use, General Appraiser Site Valuation & Cost Approach, General Appraiser Income Approach I, General Appraiser Income Approach II, General Appraiser Report Writing and Case Studies. Additionally, Greg has completed the Appraisal Institute's Advanced Market Analysis and Highest and Best Use and Advanced Income Capitalization classes.

Greg is licensed in Indiana as a Certified General Appraiser (CG41500014).



ERICK LANDEEN, MAI

Erick Landeen, MAI is a principal of Terzo & Bologna, Inc. He has been a commercial real estate appraiser since 1988, holding the MAI designation since 1993. He is a Certified General Appraiser (CG40400483) in the State of Indiana. Landeen joined Terzo & Bologna, Inc. in 2005 after serving as a Principal with Integra Realty Resources – Portland, Oregon.

He earned a Bachelor of Science degree majoring in economics at Willamette University.

Appraisal assignments completed include a wide range of complex properties such as retail, office, industrial, multi-family, single-family subdivisions, proposed and existing single family condominium developments, hotels/motels, manufactured home parks, acreage, and a variety of special use properties (service stations, airplane hangars, and quick lube facilities).

Landeen is a member of IRWA and has performed numerous appraisals and appraisal reviews involving eminent domain. He served the Beaver State chapter of IRWA as the Membership Chair and Valuation Chair.

Landeen has taught USPAP for the Appraisal Institute since 1998. Other courses taught for the American College of Real Estate and Appraisal include: Introduction To Income Property Appraisal; Condemnation Appraising; and Real Estate Appraisal Review.

Professional organizations served include the Greater Oregon Chapter of the Appraisal Institute (President, Vice President, Treasurer, Secretary, Education Chair, Seminar Chair, Admissions, Portland Sub-chapter Chair), Northgateway Redevelopment Board (Citizen Representative), Oregon Coalition of Appraisers (Founder), and served as the Appraisal Institute Indianapolis Subchapter Vice Chair, and Chair, Hoosier State Chapter of the Appraisal Institute Associate Member Guidance, Public Relations Committee Chair, and from 2014-2016 he served as Board of Director. In 2016 he was elected as a Hoosier State Chapter AI Representative. In November 2015 Mr. Landeen was recognized by the Appraisal Institute as a "Volunteer of Distinction".





July 25, 2018

Consent Agenda Item:

Performance Bond Acceptance

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

- CalAtlantic Homes of IN, Coventry, Section 1A, Bond #72BSBHX2092, \$79,578.00, Erosion Control
- CalAtlantic Homes of IN, Coventry, Section 1B, Bond #72BSBHX2091, \$40,453.00 Erosion Control
- Kelley Construction, Inc., Texas Roadhouse, Bond #82C230189, \$179,327.00, Streets/Curbs, Storm Sewer, Sidewalks, and Erosion Control
- M/I Homes, Scofield Farms, Section 2, Bond #SUR0048065, \$58,831.00, Erosion Control
- M/I Homes, Scofield Farms, Section 2, Bond #SUR0048066, \$19,883.00, Asphalt Path within ROW.
- Beazer Homes of IN, West Rail at the Station, Section 2, Bond #SNN4009357, \$67,012.15, Erosion Control
- Pulte Group, Hawthorne Ridge, Section 1, Bond #CMS329396, \$67,338.70, Erosion Control
- Pulte Group, Hawthorne Ridge, Section 1, Bond #CMS329395, \$58,498.00, ROW Improvements
- Thompson Thrift, Cool Creek Village Drive Through Improvements, Bond #9285487, \$2,068.00, Erosion Control
- Crider & Crider, Inc., Pro X Athlete Development, Bond #7657328, \$88,460.00, Storm Sewer & Erosion Control

Performance Bond Release

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

- Beazer Homes Indiana, Villages at Oak Manor, Sections 3D & E, Bond #202325, \$33,880.00, Sidewalks
- Beazer Homes Indiana, Villages at Oak Manor, Sections 3D & E, Bond #202324, \$85,363.00, Storm Sewer
- Beazer Homes Indiana, Villages at Oak Manor, Sections 3D & E, Bond #202323, \$92,912.20, Streets/Curbs
- Thieneman Construction, Bond #58724144, \$117,559.14, Storm, Erosion Control, & ROW
- Baumgartner & Company, 2017 Resurfacing Project, Bond #B1240215, \$1,594,000.00
- Farmridge Development, Harmony Ditch Road Roundabout, Bond #1148782, \$30,625.00, Erosion Control
- Farmridge Development, Harmony Ditch Road Roundabout, Bond #1148781, \$665,358.00, Streets/Curbs, Storm Sewer, Sidewalks, & Trail
- Farmridge Development, Harmony – Waterleaf Drive Infrastructure, Bond #1148783, \$24,843.00, Erosion Control
- Farmridge Development, Harmony – Waterleaf Drive Infrastructure, Bond #1148780, \$553,843.00, Streets/Curbs, Storm Sewer, & Sidewalks

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:

- Beazer Homes Indiana, Villages at Oak Manor, Sections 3D & E, Bond #SNN4009351, \$3,080.00, Sidewalks
- Beazer Homes Indiana, Villages at Oak Manor, Sections 3D & E, Bond #SNN4009350, \$7,760.27, Storm Sewer
- Beazer Homes Indiana, Villages at Oak Manor, Sections 3D & E, Bond #SNN4009352, \$8,446.56, Streets/Curbs
- United Infrastructure, Liberty Ridge, Section 2, Bond #8648810, \$11,922.00, Storm/SSD
- Sitecrete, LLC, Liberty Ridge, Section 2, Bond #30043935, \$2,157.00, Curbs & Common Areas

- Delello & Sons Asphalt Paving, Inc., Liberty Ridge, Section 2, Bond #7657376, \$10,824.70, Streets
- Thieneman Construction, Bond #58724144, \$10,687.19, Storm, Erosion Control, & ROW
- Sitecrete, LLC, Harmony Ditch Road Roundabout, Bond #30043938, \$16,195.50, Curbs, Sidewalks
- Valenti-Held, Harmony Ditch Road Roundabout, Bond #5053176, \$2,756.25, Erosion Control
- Valenti-Held, Harmony Ditch Road Roundabout, Bond #5053177, \$8,024.40, Storm Sewer & Sub-Surface Drain
- E&B Paving, Harmony Ditch Road Roundabout, Bond #30043765, \$36,244.00
- Valenti-Held, Waterleaf Drive-Road & Utility Plan, Bond #5053174, \$2,259.00, Erosion Control
- Valenti-Held, Waterleaf Drive-Road & Utility Plan, Bond #5053175, \$24,004.60, Storm Sewer & Sub-Surface Drain
- E&B Paving, Waterleaf Drive-Road & Utility Plan, Bond #30043764, \$16,993.00
- Sitecrete, LLC, Waterleaf Drive-Road & Utility Plan, Bond #30043939, \$9,526.70, Concrete Work – Curbs & Sidewalks

Maintenance Bond Release

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

- None

Letters of Credit

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

- Grassy Branch Development, Grassy Branch at Bridgewater, LOC #18130342-00-000, \$465,300.00, Trail, Erosion Control, and ROW Improvements

Cash In Lieu of Bond

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

- OTH Mapleridge, Phase 2, Sections 3 & 4, \$2,581.10
- OBT Developer, Osborne Trails, Section 1, \$14,083.80