



CITY OF WESTFIELD, IN
BoardofPublicWorks_Meeting_Agenda_05_27_2014

Thursday, March 27, 2014 at 03:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Thursday, March 27, 2014 at 03:00 PM

MEETING PLACE: Westfield Public Works- Large Conference Room

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

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Action Item #1: Minutes- February 27, 2014

Documents: [Minutes- 2/27/14](#)

Presentations

None

Ordinances and/or Resolutions

None

Quote Approval

None

Bid Approval

Action Item #2: 2014 Resurfacing Bid Results

Documents: [2014 Resurfacing Bid Results](#)

Construction Standards & Specifications Changes

None

Change Orders

Action Item #3: Ridgewood Change Order #1

Documents: [Ridgewood Change Order #1](#)

Action Item #4: Farr Hills Change Order #2

Documents: [Farr Hills Change Order #2](#)

Contracts/Leases

None

Agreements and/or Memorandum of Understanding (MOU)

Action Item #5: Water/Sewer Inspection Service Agreement

Documents: [Inspection Agreement Memo](#) | [Inspection Services Agreement \(Redline\)](#) | [Sewer Inspection Statement of Work](#) | [Water Inspection Statement of Work](#)

Action Item #6: Public Works Vehicle Lease & Obsolescence Plan

Documents: [Public Works Vehicle Lease & Obsolescence Plan](#)

Consent Agenda

INDOT Utility Easement Offer Acceptance

Documents: [INDOT Utility Easement Offer Acceptance](#)

Performance & Maintenance Bonds Release

Documents: [Performance & Maintenance Bonds Release](#)

Fire Department Patient Account Write-Offs

Documents: [WFD Write-Offs](#)

Department Reports

Fire

Documents: [WFD Report](#)

Parks and Recreation

Documents: [WPRD Report](#)

Police

Documents: [WPD Report](#)

Public Works

Documents: [WPWD Report](#) | [Grand Park Status Update](#)

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY February 27, 2014

The Westfield Board of Public Works and Safety met on February 27, 2014 at the Westfield Public Works Conference Room. Present were, Mayor Cook, Randy Graham, Kate Snedeker, Records Manager Kim Strang and City Attorney Brain Zaiger. Randy Graham called the meeting to order at 2:33 P.M.

Meeting Minutes Consideration for Approval:

Kate Snedeker made the motion to approve the January 30, 2014 meeting minutes as presented and this was seconded by Mayor Cook. Vote: Yes-3; No-0. Motion carried.

Presentations:

None

Ordinances and /or Resolutions:

None

Quote Approval:

None

Bid Approval:

None

Change Orders:

None

Contracts/Leases:

Action Item #2: Grand Park Contract Authorization

Ken Alexander presented, asking to authorize the Director of Public Works, to sign on behalf of the City, purchases of equipment and vendor contracts for Grand Parks. (Resolution 14-01)

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

Action Item #3: Police Department Law Enforcement Equipment & Vehicle Leases

Joel Rush presented stating this is the annual report on the vehicle and equipment purchases for the department. Joel explained the mustangs will be used by two officers that will be assigned only to traffic watch.

Mayor Cook made the motion to approve the lease. Randy Graham seconded. Vote: Yes-3; No-0. Motion carried.

Agreements and/or Memorandum of Understanding (MOU):

Action Item #4: Fire Department General Liability Release of Claims

Joe Lyons presented stating that our department has an inflatable boat and engine that the department would like to donate to Jackson Township Fire Department. Westfield purchased a new boat and engine last year and Jackson Township currently does not have one. Joe is asking to be allowed to donate these items and have a release of liability claim approved in order to do so.

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

Action Item #5: Duke Energy Agreement

Ken Alexander presented asking for the current approval amount of \$200,000 for the roundabout at 161st and Carey Road to be adjusted. Currently bids are due by March 7th. Bids will reflect current market rate. Ken is asking the Board to allow him to approve an agreement on the most responsive, best bid and to move forward with the project.

Kate Snedeker made the motion which would allow an agreement be made to those with the most responsive, best bid. Mayor Cook seconded. Vote: Yes 3; No-0. Motion carried.

Action Item #6: Vectren Energy Agreement

Ken Alexander presented stating this is an agreement to relocate the gas lines for the 161st Street and Carey Road roundabout project. The estimated price of relocation is \$39,701.

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

Consent Agenda

Action Item #7: Performance Bond Release

Ken Alexander presented asking for a Performance Bond Release of the following:

- Primrose School of Westfield (Water, Sanitary, Storm, and Erosion Control)
- Cool Creek Commons (Trail)
- Midland Trace Trail (Phase 2)
- South Union Street Trail (Sections A & B Trail)

All of the above items moving from a Performance Bond into a Maintenance Bond as applicable.

Kate Snedeker made the motion to Release the Performance Bond moving into Maintenance Bond as applicable. Randy Graham seconded. Vote: Yes-3; No-0. Motion carried.

Department Reports:

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

Randy Graham made the motion to adjourn, seconded by Kate Snedeker
Vote: Yes-3; No-0. Motion carried.

With no further business the meeting was adjourned at 3:26 P.M.

Deputy Clerk-Treasurer

Board of Public Works and Safety



WESTFIELD FIRE DEPARTMENT

"Weaving the Traditions of our Past into the Realities of our Future."

Board of Public Works Meeting

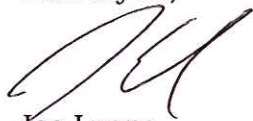
March 20, 2014

Please consider approving the following for write off of patient billing collection:

Approval for Write-offs-2014 - 1st Quarter

Pt#	Amount Billed	Approve for write-off	Reason for Write-off
U113808	\$605.00	\$605.00	Health Issues - lung cancer and paralyzed-can't work
U113849	\$473.00	\$100.00	Insurance paid \$373.00 - and not working
U114008	\$497.00	\$497.00	Unemployed
	Total:	\$1,202.00	

Thank you,


Joe Lyons
Battalion Chief



**City of Westfield Fire Department
Board of Public Works & Safety Report
February 1st– February 28th, 2014**

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

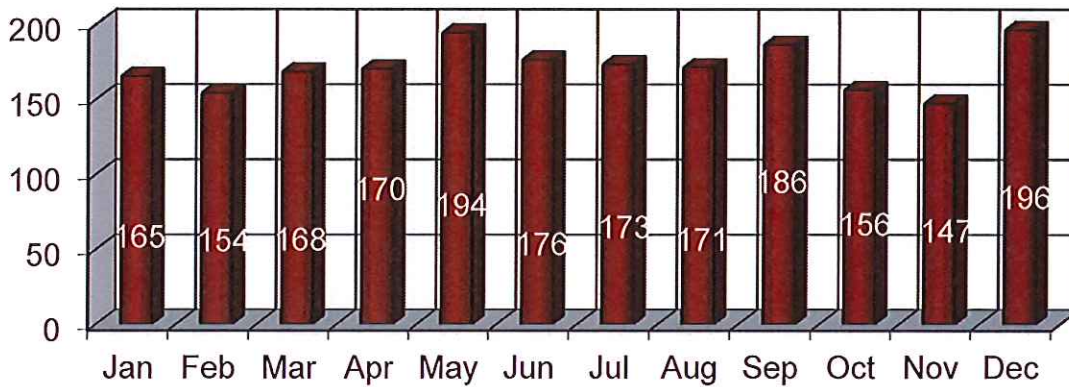


Westfield Fire Department 2014 Incident Statistics By Fire / Medical Groups

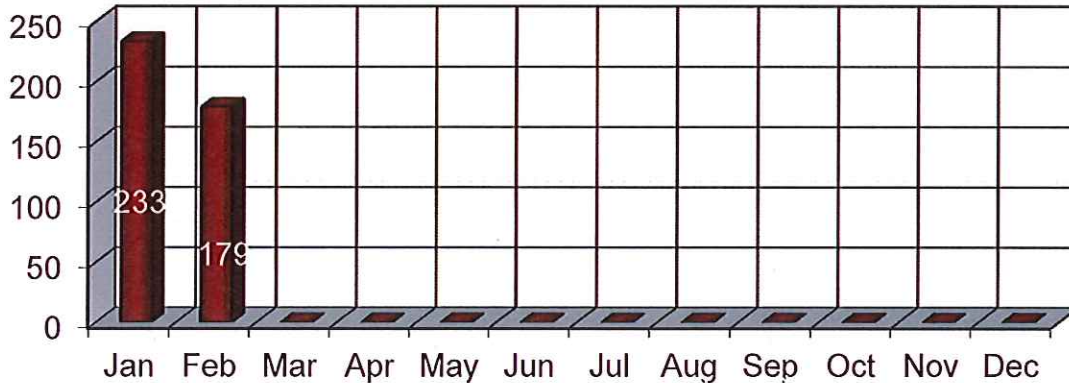


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Total WFD Fire Incidents	130	86											216	52.4%
Total WFD Medical Incidents	103	93											196	47.6%
Total WWFD Incidents	233	179	0	0	0	0	0	0	0	0	0	0	412	100%

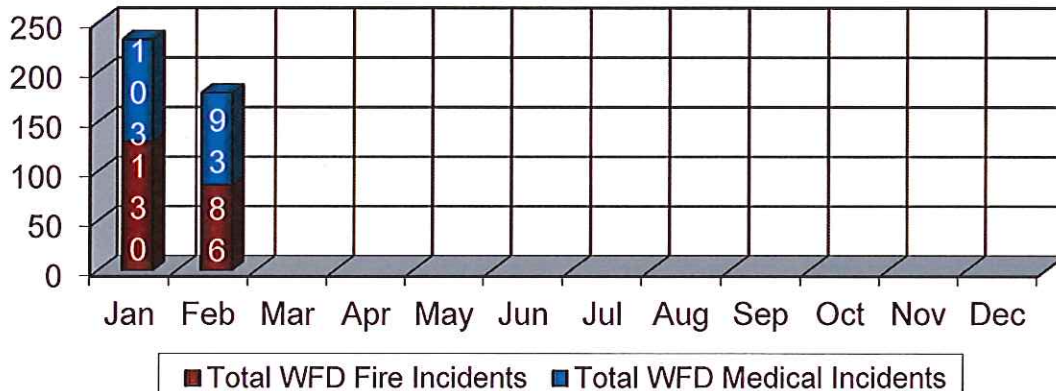
Westfield Fire Department
2013 Total Incidents



Westfield Fire Department
2014 Total Incidents



Westfield Fire Department
2014 Incidents by Fire/Medical



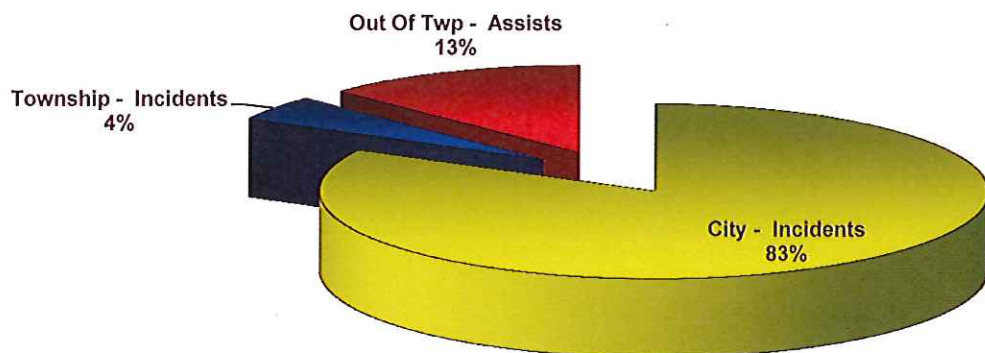


**Westfield Fire Department
2014 Fire/Medical Incidents
By Governmental Area**



<u>2014 Incidents</u>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
City - Incidents	192	149											341	82.8%
Township - Incidents	9	10											19	4.6%
Out Of Twp - Assists	32	20											52	12.6%

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



City - Incidents
 Township - Incidents
 Out Of Twp - Assists



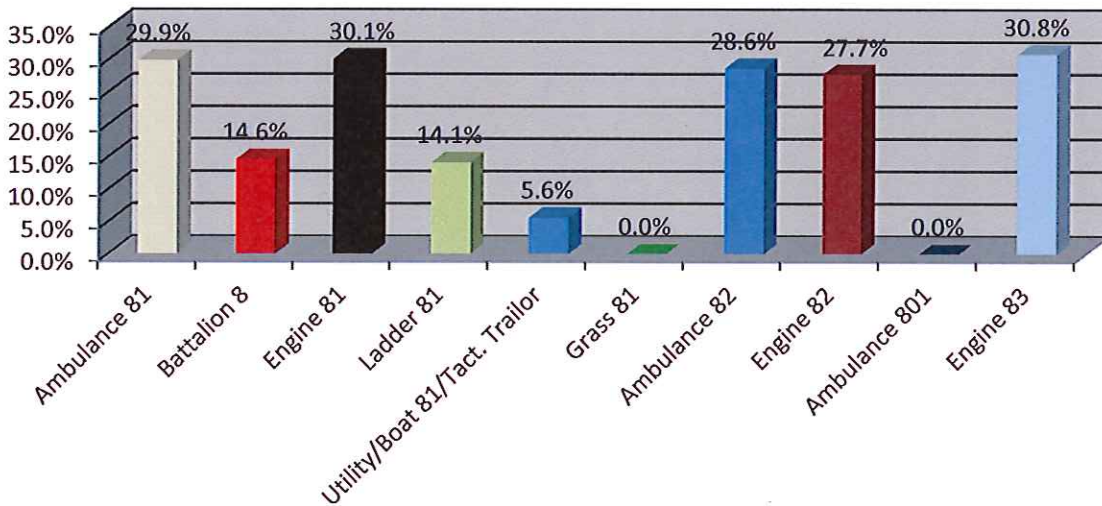
Westfield Fire Department 2014 Total Apparatus Responses By Unit & Station



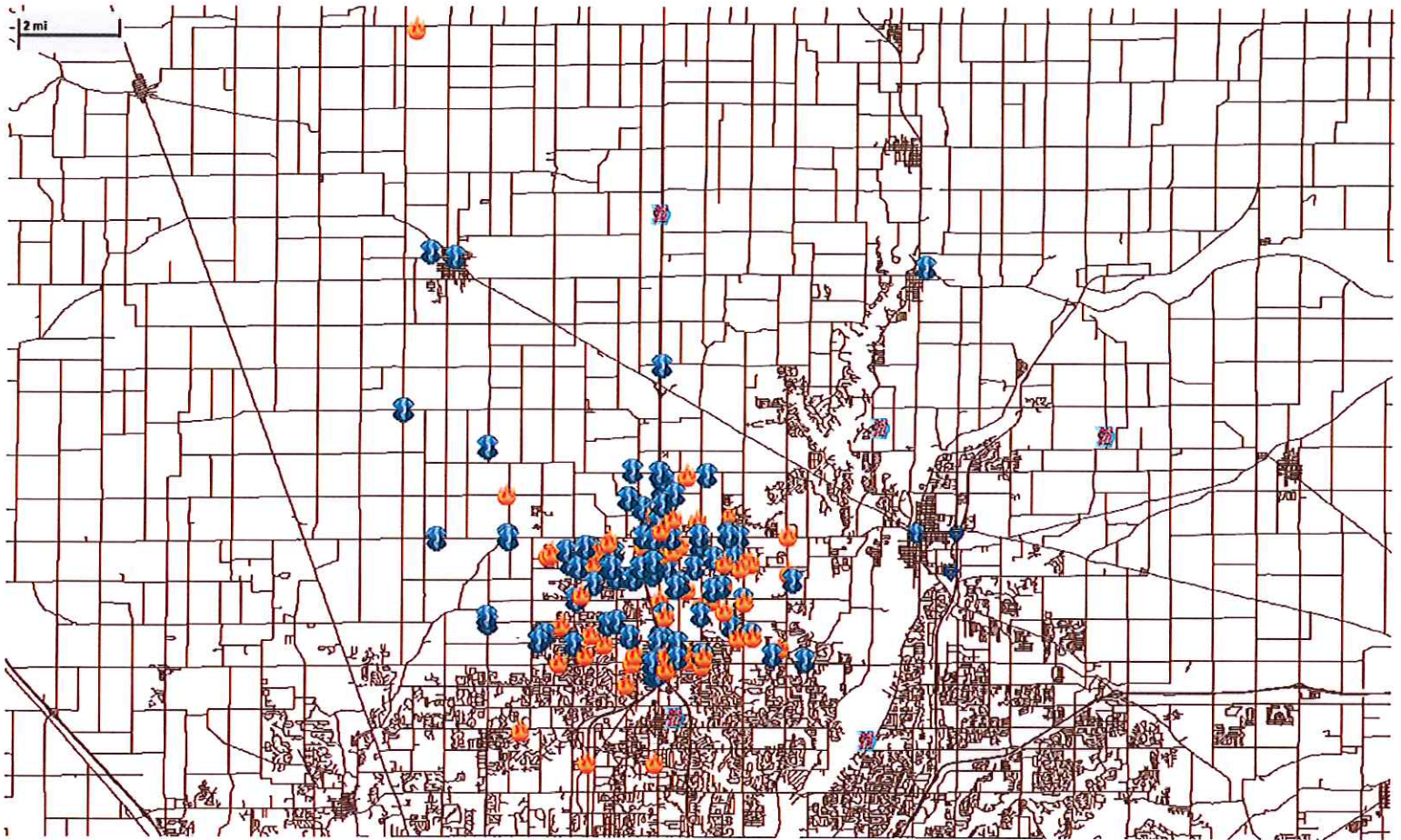
<u>Station 81 Responses</u>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
Ambulance 81	62	61											123	29.9%
Battalion 8	35	25											60	14.6%
Engine 81	72	52											124	30.1%
Ladder 81	36	22											58	14.1%
Utility/Boat 81/Tact. Tractor	20	3											23	5.6%
Grass 81	0	-											0	0.0%

<u>Station 82 Responses</u>	Jan	Feb	March	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
Ambulance 82	59	59											118	28.6%
Engine 82	58	56											114	27.7%
Ambulance 801	0	-											0	0.0%
<u>Station 83 Responses</u>													Totals	%
Engine 83	68	59											127	30.8%

Westfield Fire Department 2014 Total Apparatus Responses



FIRE AND MEDICAL RUNS FOR MONTH OF FEBRUARY 2014



Westfield Fire Department

Kristen Custom Report

Alarm Date Between {02/01/2014} And {02/28/2014}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
100 Fire, Other	1	0.55%	\$1,000	0.89%
111 Building fire	3	1.67%	\$91,000	81.61%
113 Cooking fire, confined to container	1	0.55%	\$400	0.35%
114 Chimney or flue fire, confined to chimney	3	1.67%	\$0	0.00%
131 Passenger vehicle fire	2	1.11%	\$19,100	17.13%
	10	5.58%	\$111,500	99.99%
3 Rescue & Emergency Medical Service Incident				
320 Emergency medical service, other	6	3.35%	\$0	0.00%
321 EMS call, excluding vehicle accident with	78	43.57%	\$0	0.00%
322 Motor vehicle accident with injuries	9	5.02%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	5	2.79%	\$0	0.00%
352 Extrication of victim(s) from vehicle	1	0.55%	\$0	0.00%
	99	55.30%	\$0	0.00%
4 Hazardous Condition (No Fire)				
400 Hazardous condition, Other	1	0.55%	\$0	0.00%
410 Combustible/flammable gas/liquid condition,	1	0.55%	\$0	0.00%
412 Gas leak (natural gas or LPG)	3	1.67%	\$0	0.00%
424 Carbon monoxide incident	1	0.55%	\$0	0.00%
	6	3.35%	\$0	0.00%
5 Service Call				
500 Service Call, other	3	1.67%	\$0	0.00%
511 Lock-out	2	1.11%	\$0	0.00%
522 Water or steam leak	3	1.67%	\$0	0.00%
531 Smoke or odor removal	1	0.55%	\$0	0.00%
550 Public service assistance, Other	3	1.67%	\$0	0.00%
551 Assist police or other governmental agency	10	5.58%	\$0	0.00%
553 Public service	1	0.55%	\$0	0.00%
554 Assist invalid	4	2.23%	\$0	0.00%
571 Cover assignment, standby, moveup	1	0.55%	\$0	0.00%
	28	15.64%	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	3	1.67%	\$0	0.00%
611 Dispatched & cancelled en route	13	7.26%	\$0	0.00%
621 Wrong location	1	0.55%	\$0	0.00%

Westfield Fire Department

Kristen Custom Report

Alarm Date Between {02/01/2014} And {02/28/2014}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
6 Good Intent Call				
652 Steam, vapor, fog or dust thought to be	2	1.11%	\$0	0.00%
671 HazMat release investigation w/no HazMat	2	1.11%	\$0	0.00%
	<u>21</u>	<u>11.73%</u>	<u>\$0</u>	<u>0.00%</u>
7 False Alarm & False Call				
700 False alarm or false call, Other	4	2.23%	\$0	0.00%
731 Sprinkler activation due to malfunction	1	0.55%	\$0	0.00%
733 Smoke detector activation due to	1	0.55%	\$0	0.00%
736 CO detector activation due to malfunction	1	0.55%	\$0	0.00%
740 Unintentional transmission of alarm, Other	3	1.67%	\$0	0.00%
743 Smoke detector activation, no fire -	1	0.55%	\$0	0.00%
744 Detector activation, no fire -	2	1.11%	\$0	0.00%
745 Alarm system activation, no fire -	1	0.55%	\$0	0.00%
746 Carbon monoxide detector activation, no CO	1	0.55%	\$0	0.00%
	<u>15</u>	<u>8.37%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 179

Total Est Loss:

\$111,500

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

February 2014

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WESTFIELD POLICE DEPARTMENT

February 2014

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

Abduction/ Kidnapping	0
Abuse/ Abandonment/Neglect	1
Admin- K-9 Detail	0
Admin- Log Information	0
Admin-Public Relations	1
Admin- Special Detail	1
Admin- Test Calls	0
Admin- Tow Release	1
Admin- Warning Correction	0
Alarm- Bank	4
Alarm- Business	61
Alarm- Residence	59
Animal- Complaints	17
Assault- Battery	1
Assault- Sexual	3
Assist- Fire Incident	7
Assist- Medical Incident	11
Assist- Other Agencies	21
Bomb Found/ Suspicious Pkg	1
Burglary/ Home Invasion	3
Damage/ Vandalism/ Mischief	2
Deceased- All Others	0
Disturbance- Fireworks Cmplt	0
Disturbance- Loud Party	0
Disturbance- Noise Complaint	4
Disturbance- Nuisance	0
Disturbance- Physical (fight)	1
Disturbance- Verbal	2
Domestic Disturbance	7
Drugs- Complaint	3
Fraud- Criminal Deception	0
Fraud- Forgery	8
Fraud- Prescription	0
Harassment/ Stalking/ Threat	12
Indecency / Lewdness	0
Intoxicated- Possible DUI	1
Mental/ Emotional	14
Miscellaneous	6

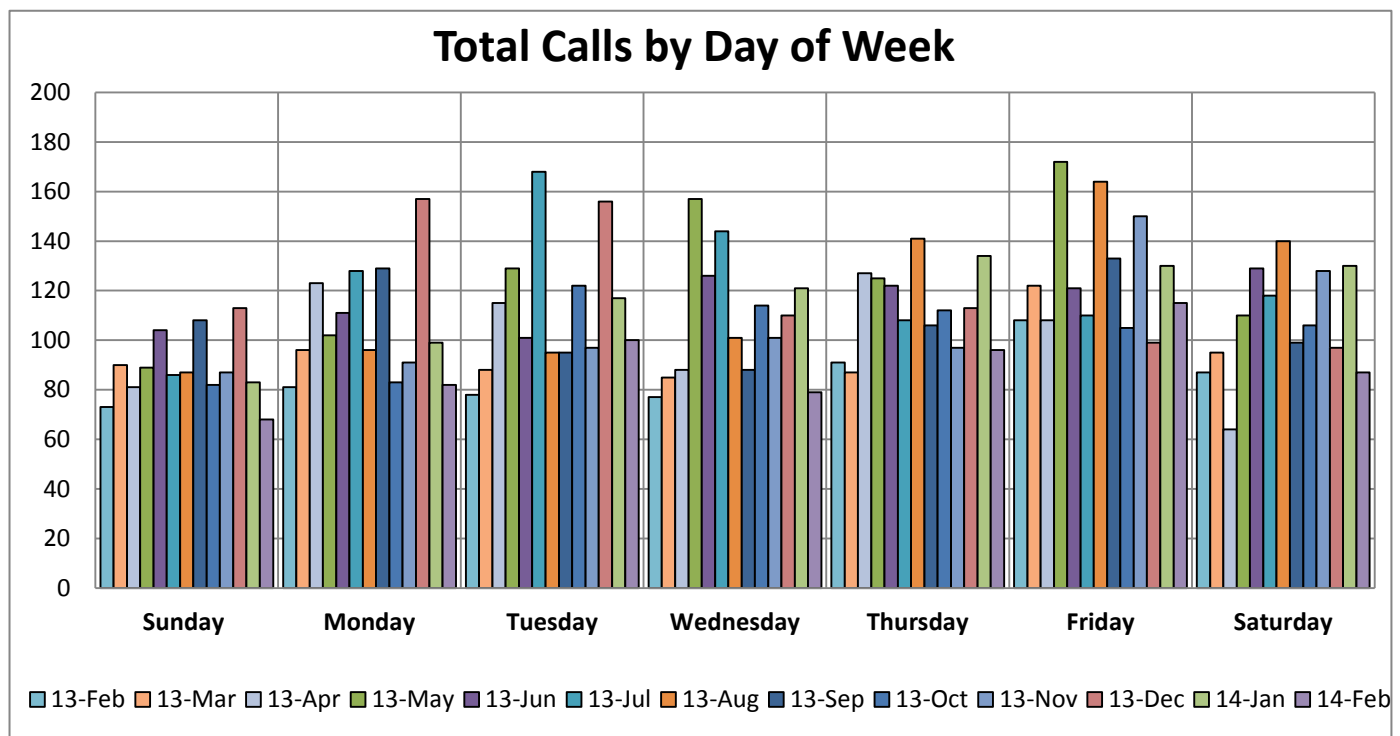
Person-Missing	1
Persons- Runaway	0
Robbery-Carjacking	0
Service Call- 9-1-1 Hang Up	3
Service Call- Damage to Property	3
Service Call- Found Property	6
Service Call- Keep the Peace	17
Service Call- Lost Property	7
Service Call- Notification	1
Service Call- Security Check	4
Service Call- Vehicle Lockout	49
Service Call- Vin Check	14
Service Call- Welfare Check	20
Suicidal- Attempted	1
Suicidal- Persons Threatening	1
Supplemental- Case Follow Up	19
Suspicious- Noises	3
Suspicious- Open Door/ Window	3
Suspicious- Person/Prowler	13
Suspicious- Solicitor	2
Suspicious- Vehicle	19
Theft- From a Vehicle	4
Theft- Of a Vehicle	1
Theft- Others	14
Theft- Shoplifting	2
Trespassing/ Unwanted Person	1
Trfc Complaint - Abandoned Veh	3
Trfc Complaint- Driving Issues	21
Trfc Complaint- Parking Issues	10
Trfc Hazard- Debris in Road	4
Trfc Hazard- Disabled Vehicle	45
Trfc Hazard- Trfc Signal Out	0
Trnsprtn Acdnt- MV Hit & Run	10
Trnsprtn Acdnt- MV Prop Damg	51
Trnsprtn Acdnt- MV Prsnl Inj	11
Wanted- Warrant Service	3
Weapons- Person Carrying	1
Weapons- Shot Fired	3

WESTFIELD POLICE DEPARTMENT

February 2014

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

DAY	13-Feb	13-Mar	13-Apr	13-May	13-Jun	13-Jul	13-Aug	13-Sep	13-Oct	13-Nov	13-Dec	14-Jan	14-Feb
Sunday	73	90	81	89	104	86	87	108	82	87	113	83	68
Monday	81	96	123	102	111	128	96	129	83	91	157	99	82
Tuesday	78	88	115	129	101	168	95	95	122	97	156	117	100
Wednesday	77	85	88	157	126	144	101	88	114	101	110	121	79
Thursday	91	87	127	125	122	108	141	106	112	97	113	134	96
Friday	108	122	108	172	121	110	164	133	105	150	99	130	115
Saturday	87	95	64	110	129	118	140	99	106	128	97	130	87
TOTAL	595	663	706	884	814	862	824	758	724	751	845	814	627



WESTFIELD POLICE DEPARTMENT

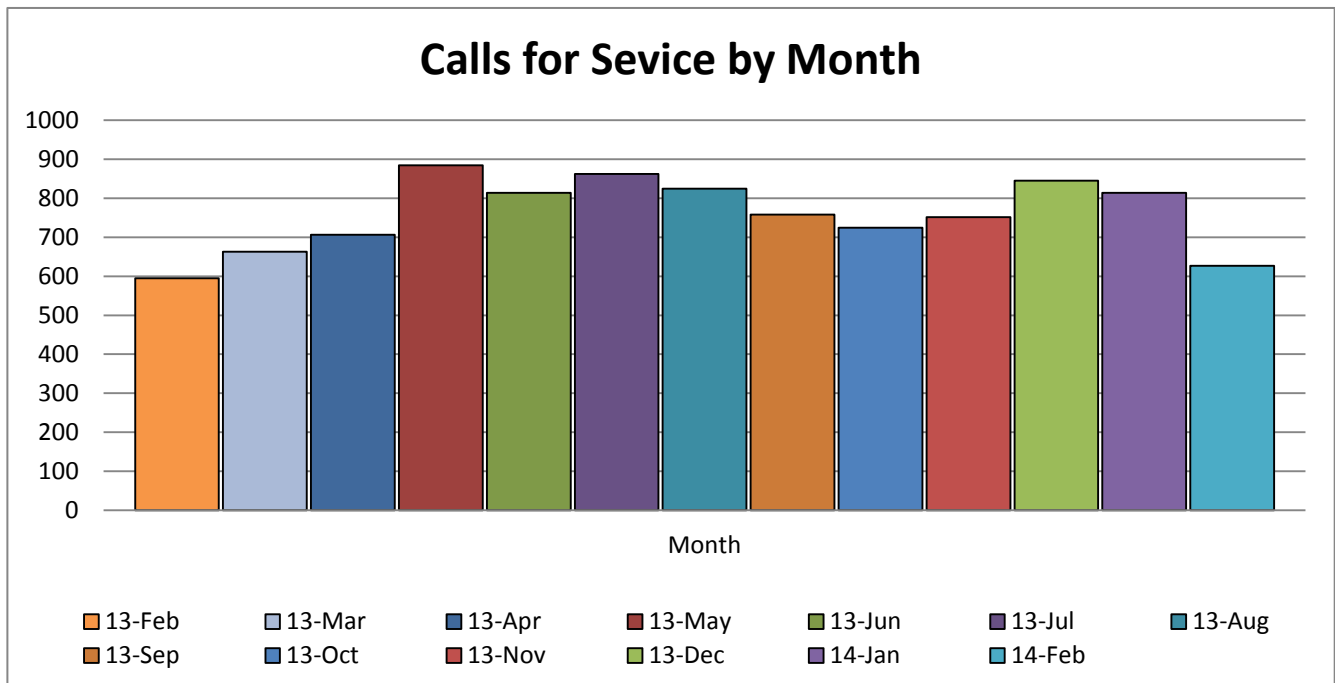
February 2014

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

HOURL	13-Feb	13-Mar	13-Apr	13-May	13-Jun	13-Jul	13-Aug	13-Sep	13-Oct	13-Nov	13-Dec	14-Jan	14-Feb
0	17	20	16	20	26	31	17	16	25	13	30	17	17
1	12	9	12	24	21	24	18	12	12	12	15	16	11
2	7	10	11	13	10	15	7	15	8	9	20	7	10
3	8	4	15	9	12	11	8	8	9	15	10	6	9
4	7	11	12	5	7	11	4	5	5	8	6	16	6
5	11	6	5	6	8	10	9	10	9	10	6	8	9
6	11	13	14	17	18	12	16	9	14	11	16	20	13
7	14	25	27	22	17	21	27	31	25	23	31	35	25
8	24	32	38	36	34	30	39	40	23	34	25	34	33
9	37	34	41	42	40	33	41	39	31	38	47	37	33
10	43	34	35	47	32	33	37	37	32	29	41	40	32
11	33	46	32	45	43	40	43	42	53	48	41	39	32
12	43	38	37	42	35	49	46	43	42	36	52	50	45
13	39	40	49	53	61	58	50	46	34	46	44	41	35
14	35	50	44	65	39	58	51	48	55	52	65	60	39
15	40	45	45	64	50	50	42	43	55	50	60	60	34
16	45	28	43	65	42	46	48	35	44	52	58	51	37
17	34	38	38	62	52	51	65	50	46	49	52	59	45
18	31	41	42	38	44	52	45	46	43	47	57	53	33
19	24	33	32	45	54	51	47	51	44	50	36	44	32
20	25	27	37	39	34	45	45	37	30	35	40	36	30
21	21	33	32	47	47	46	46	40	34	28	40	32	23
22	18	27	26	42	57	56	34	28	30	24	33	30	23
23	16	19	23	36	31	29	39	27	21	32	20	23	21
TOTAL	595	663	706	884	814	862	824	758	724	751	845	814	627

WESTFIELD POLICE DEPARTMENT

February 2014



WESTFIELD POLICE DEPARTMENT

February 2014

UCR OFFENSES

OFFENSE	13-Feb	13-Mar	13-Apr	13-May	13-Jun	13-Jul	13-Aug	13-Sep	13-Oct	13-Nov	13-Dec	14-Jan	14-Feb
Arson	0	0	0	0	1	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	2	0	0
Rape	0	0	0	0	1	0	0	0	0	0	0	0	0
Robbery	0	1	1	1	0	0	1	0	0	0	1	1	0
Assault (all)	18	12	12	10	12	12	13	14	7	15	15	10	10
Burglary	3	2	12	6	7	9	1	4	5	4	8	5	2
Theft	28	31	26	34	24	53	40	41	32	41	34	31	16
Motor Vehicle Theft	3	2	0	1	0	0	1	0	1	1	2	1	1
TOTAL	52	48	51	52	45	74	56	59	45	61	62	48	29

WESTFIELD POLICE DEPARTMENT

February 2014

NON UCR OFFENSES

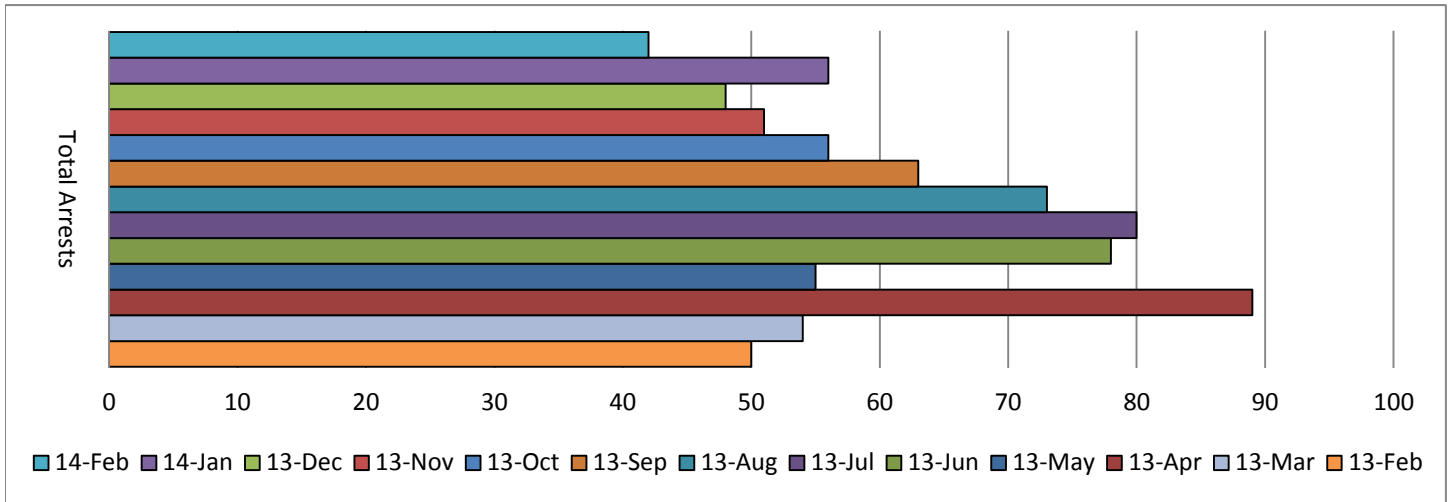
ALARMS	1
ANIMALS/ INCLUDING DOG BITES	2
ASSIST OTHER AGENCY	7
CHECK DECEPTION	0
CHILD ABUSE REPORTED	8
CHILD CUSTODY DISPUTE	0
CHILD NEGLECT REPORTED	9
CIVIL DISPUTE	0
CRIMINAL CONFINEMENT	0
CRIMINAL MISCHIEF/VANDALISM	3
CRIMINAL RECKLESSNESS	1
DAMAGED PROPERTY	2
DEATHS OTHER THAN HOMICIDE/SUICIDE	0
DISORDERLY CONDUCT	0
DISTURBANCE/ARGUMENTS/FIGHTS	3
DOMESTIC DISTURBANCE	3
DRIVING WHILE SUSPENDED	12
DRUG ABUSE VIOLATIONS	13
FALSE INFORMING OR REPORTING	0
FORGERY/COUNTERFEITING	8
FRAUD	9
HARASSMENT	2
INCORRIGIBILITY	3
INTERFERENCE WITH REPORTING A CRIME	0
INVASION OF PRIVACY	0
JUVENILE COMPLAINT	1

LEAVING THE SCENE/HIT AND RUN	7
LIQUOR LAW VIOLATIONS	3
LOSS OF PROPERTY	4
MENTAL PERSON/DEMENTED	6
MISSING PERSON/LOST	0
OPERATING WHILE INTOXICATED	6
OPERATOR NEVER LICENSED	12
POSS MARIJUANA	7
PROPERTY FOUND	9
PUBLIC INTOXICATION	1
RECKLESS DRIVING	0
RESIDENTIAL ENTRY	0
RESISTING LAW ENFORCEMENT	0
RUNAWAY	0
SOLICITING	0
STALKING	0
SUICIDE/ATTEMPTS/THREATS OF	3
SUSPICIOUS INCIDENT/PERSON	9
THREATS/INTIMIDATION	5
TRAFFIC ACCIDENTS	3
TRAFFIC VIOLATIONS	30
TRESPASSING	3
UNLAWFUL ENTRY OF A VEHICLE	1
VIOLATION OF RESTRAINING ORDER	0
WEAPON VIOLATION	1
WELFARE CHECK	6

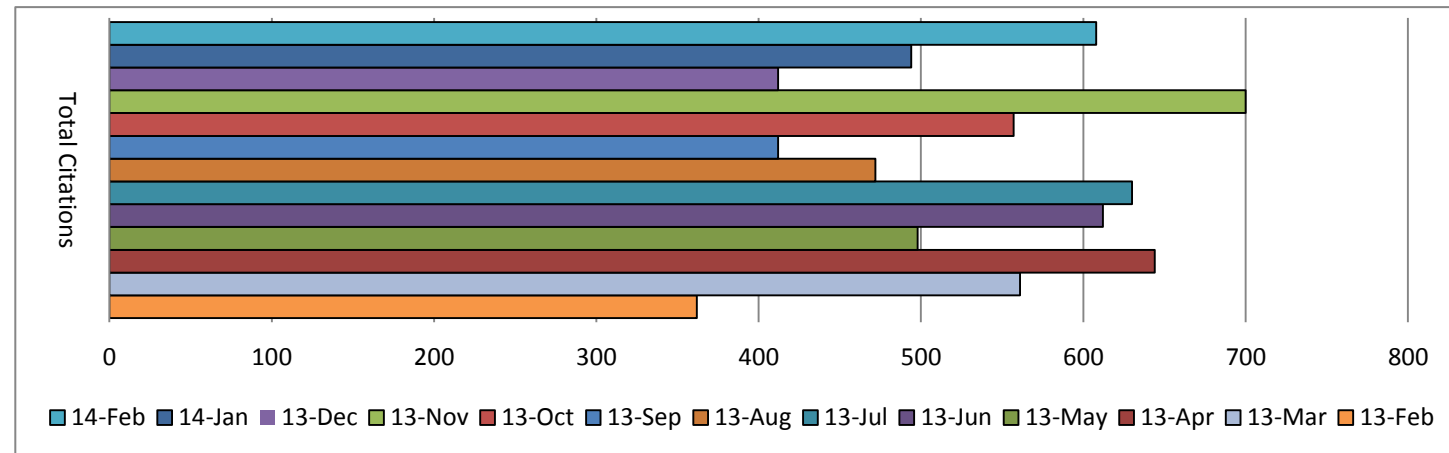
WESTFIELD POLICE DEPARTMENT

February 2014

Arrest Reports Taken	13-Feb	13-Ma	13-Apr	13-May	13-Jun	13-Jul	13-Aug	13-Sep	13-Oct	13-Nov	13-Dec	14-Jan	14-Feb
Alcohol/ Drug Related	15	16	42	17	38	28	33	28	27	13	24	16	15
Felony Charges	8	16	21	14	17	25	12	25	6	15	14	11	9
Misdemeanor Charges	59	56	101	58	92	91	104	74	74	57	55	59	48
Traffic Arrest Charges	39	38	54	43	48	57	73	47	48	37	33	39	33
Total Arrests	50	54	89	55	78	80	73	63	56	51	48	56	42



Traffic	13-Feb	13-Ma	13-Apr	13-May	13-Jun	13-Jul	13-Aug	13-Sep	13-Oct	13-Nov	13-Dec	14-Jan	14-Feb
Total Citations	362	561	644	498	612	630	472	412	557	700	412	494	608
<i>Bike Patrol</i>	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Written Warnings	677	1013	1049	897	1053	1414	1375	1232	1183	1048	723	604	753
<i>Bike Patrol</i>	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Traffic Accidents	40	35	47	63	38	51	54	64	46	54	49	70	56
<i>Hit and Run</i>	3	3	5	7	4	4	8	4	1	9	5	3	5
<i>Personal Injury</i>	6	6	8	13	5	8	10	10	11	6	5	10	8
<i>*Fatality</i>	0	0	1	0	0	0	0	0	0	0	0	0	1
<i>Property Damage</i>	31	26	33	43	29	39	36	50	34	39	39	57	42

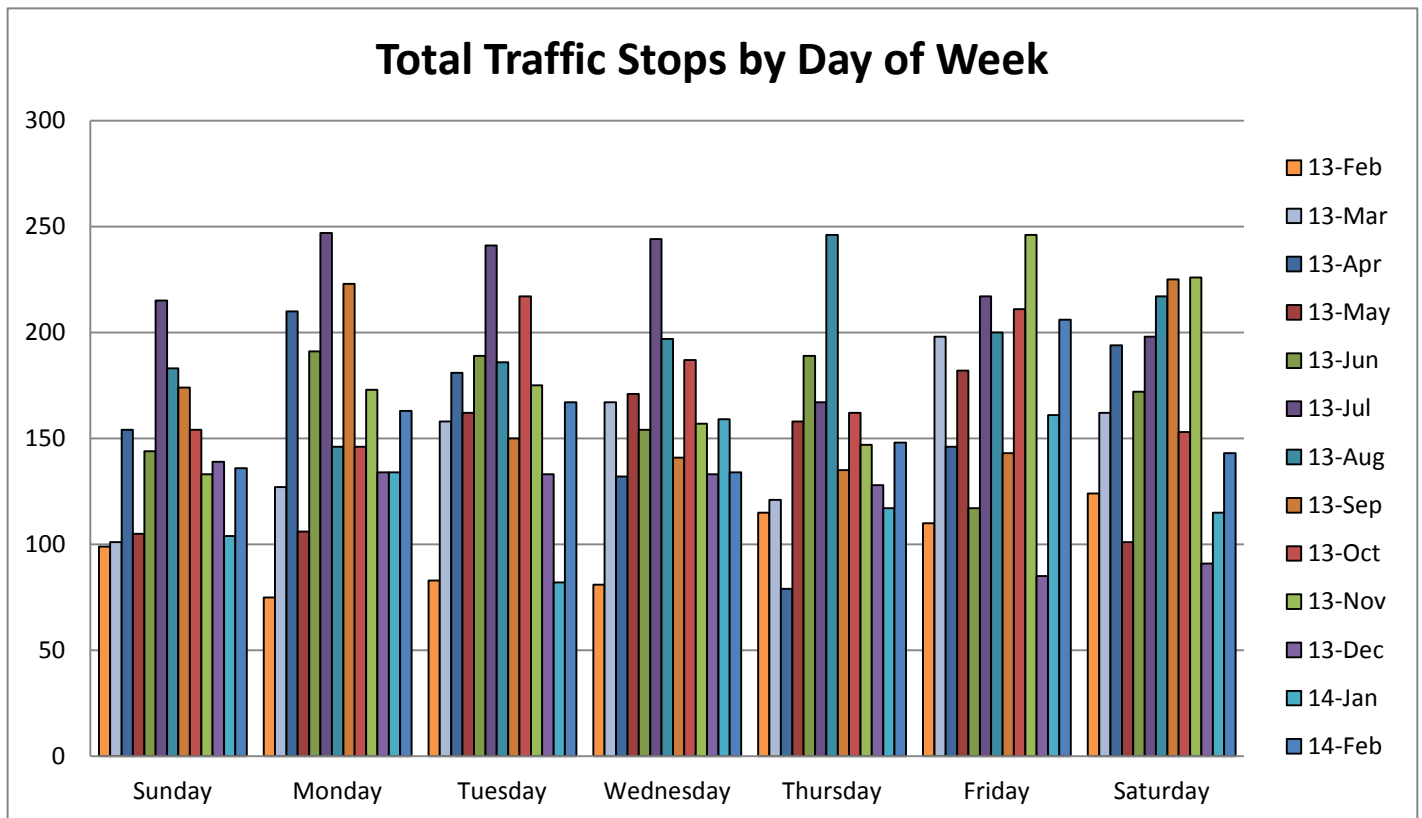


WESTFIELD POLICE DEPARTMENT

February 2014

Traffic Stops: SELF INITIATED by Day of Week

Day:	13-Feb	13-Mar	13-Apr	13-May	13-Jun	13-Jul	13-Aug	13-Sep	13-Oct	13-Nov	13-Dec	14-Jan	14-Feb
Sunday	99	101	154	105	144	215	183	174	154	133	139	104	136
Monday	75	127	210	106	191	247	146	223	146	173	134	134	163
Tuesday	83	158	181	162	189	241	186	150	217	175	133	82	167
Wednesday	81	167	132	171	154	244	197	141	187	157	133	159	134
Thursday	115	121	79	158	189	167	246	135	162	147	128	117	148
Friday	110	198	146	182	117	217	200	143	211	246	85	161	206
Saturday	124	162	194	101	172	198	217	225	153	226	91	115	143
TOTAL	687	1034	1096	985	1156	1529	1375	1191	1230	1257	843	872	1097



WESTFIELD POLICE DEPARTMENT

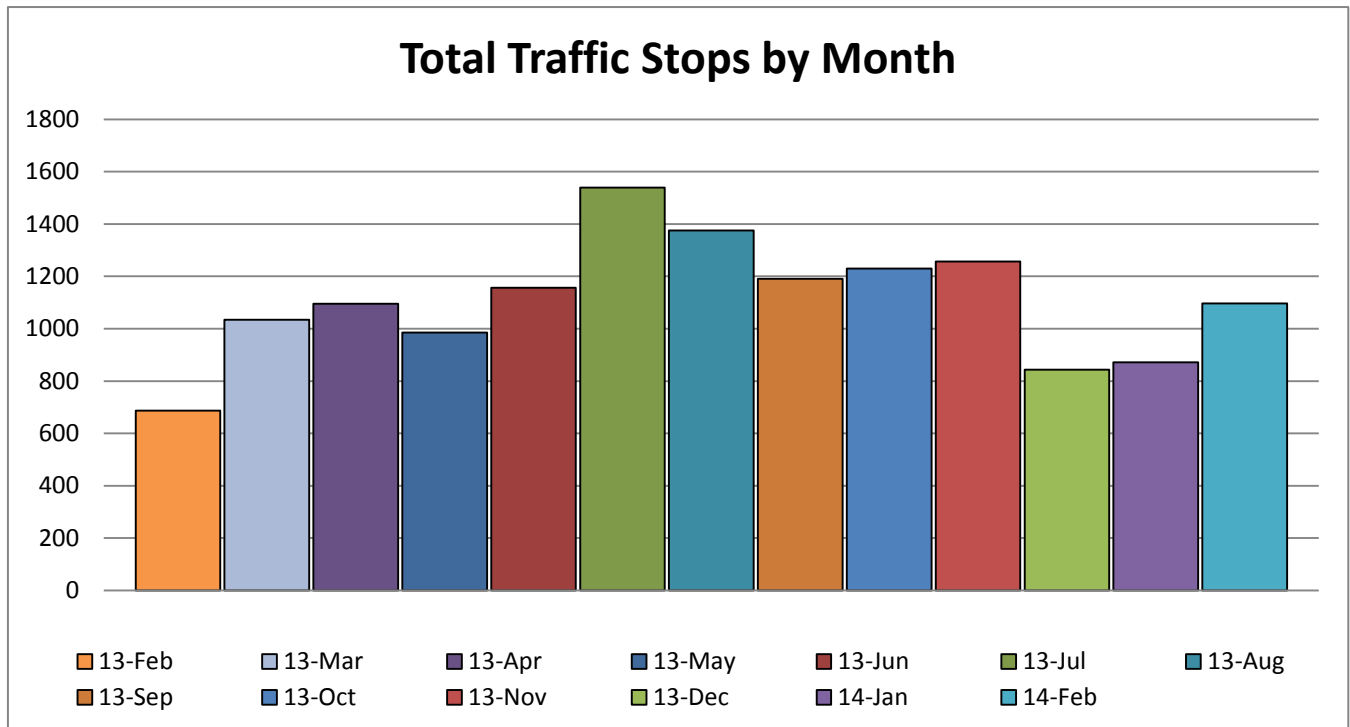
February 2014

Traffic Stops: SELF INITIATED by Hour of Day

Hour:	13-Feb	13-Mar	13-Apr	13-May	13-Jun	13-Jul	13-Aug	13-Sep	13-Oct	13-Nov	13-Dec	14-Jan	14-Feb
0	45	60	58	38	45	74	93	65	76	73	51	37	34
1	29	58	50	24	42	84	50	45	57	53	31	27	28
2	12	28	24	22	14	44	35	30	25	21	11	8	9
3	7	11	9	11	10	14	24	13	9	12	6	4	5
4	9	16	14	9	10	26	23	12	14	12	11	3	7
5	19	21	18	28	16	47	27	16	15	29	18	7	20
6	4	10	23	31	28	49	29	16	10	13	6	8	12
7	13	30	58	72	101	190	111	95	71	79	45	58	77
8	25	52	73	82	92	70	70	77	75	93	56	66	75
9	25	46	52	64	59	60	47	54	69	94	56	71	68
10	35	34	60	61	65	80	63	44	66	80	41	65	79
11	19	27	27	26	50	32	25	25	43	30	16	35	39
12	19	37	22	29	50	35	35	27	28	34	13	29	35
13	15	56	39	57	69	45	44	31	50	62	28	36	78
14	16	46	43	42	56	29	62	42	59	58	27	66	73
15	9	34	28	34	41	49	40	56	40	49	24	60	67
16	6	31	22	30	50	33	20	21	21	32	13	27	40
17	16	31	39	28	19	29	28	29	20	24	17	20	24
18	32	51	52	28	32	66	63	57	32	30	30	17	28
19	92	115	116	81	95	152	125	132	141	106	91	63	77
20	53	56	62	30	41	77	65	63	49	40	41	52	47
21	32	61	63	48	47	66	86	57	65	52	52	29	45
22	57	63	85	61	59	85	99	92	92	97	77	42	65
23	98	60	59	49	65	103	111	92	103	84	82	42	65
TOTAL	687	1034	1096	985	1156	1539	1375	1191	1230	1257	843	872	1097

WESTFIELD POLICE DEPARTMENT

February 2014



**Westfield Police Department
Community Events
February 2014**

2/8 Maple Glen Elementary School Winter Carnival/Silent Auction – Asst. Chief Jordan, Officer Daniels and Denise Gilreath

2/11 Carey Glen HOA Meeting – Chief Rush and Asst. Chief Jordan

2/11 Tim's Shooting Academy Womens's Group Meeting – Officer Kang

2/12 & 13 Centennial Pre-School Visit – Officer Griffin

2/20 Daisy Troop Police Department Tour/Safety Talk – Nights B

2/25 WeCan Monthly Meeting – Chief Rush

11 car seat installations

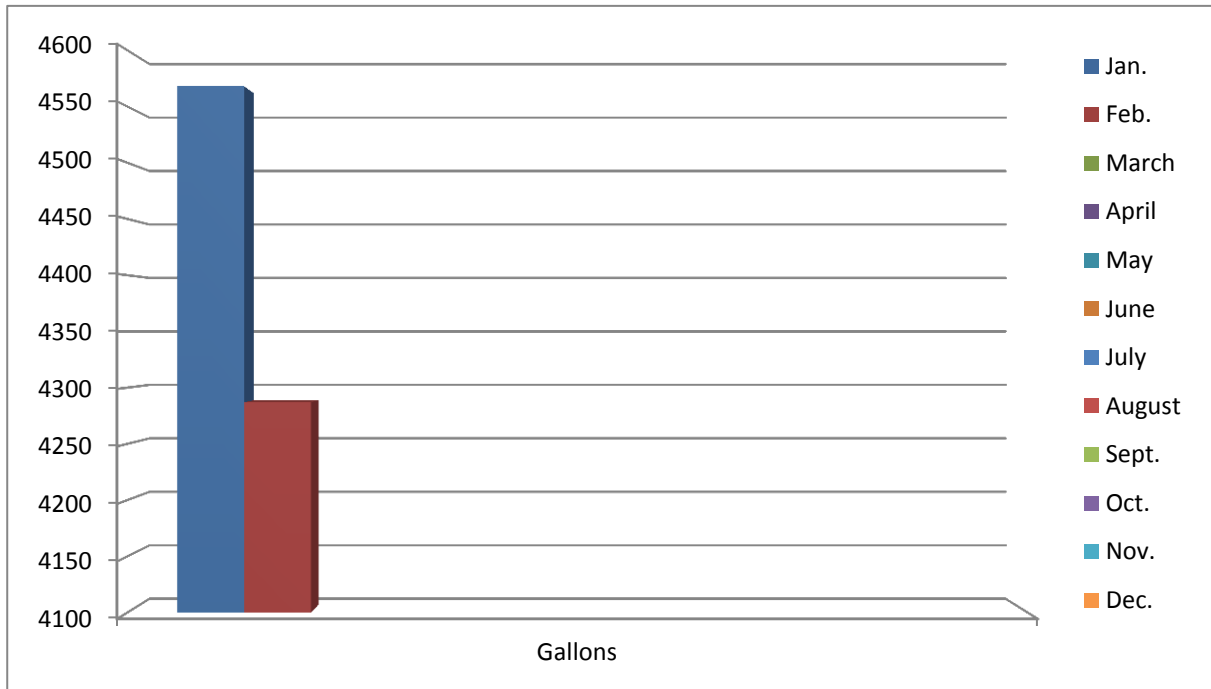
WESTFIELD POLICE DEPARTMENT

Monthly Fuel Purchases

Gallons 2013/2014

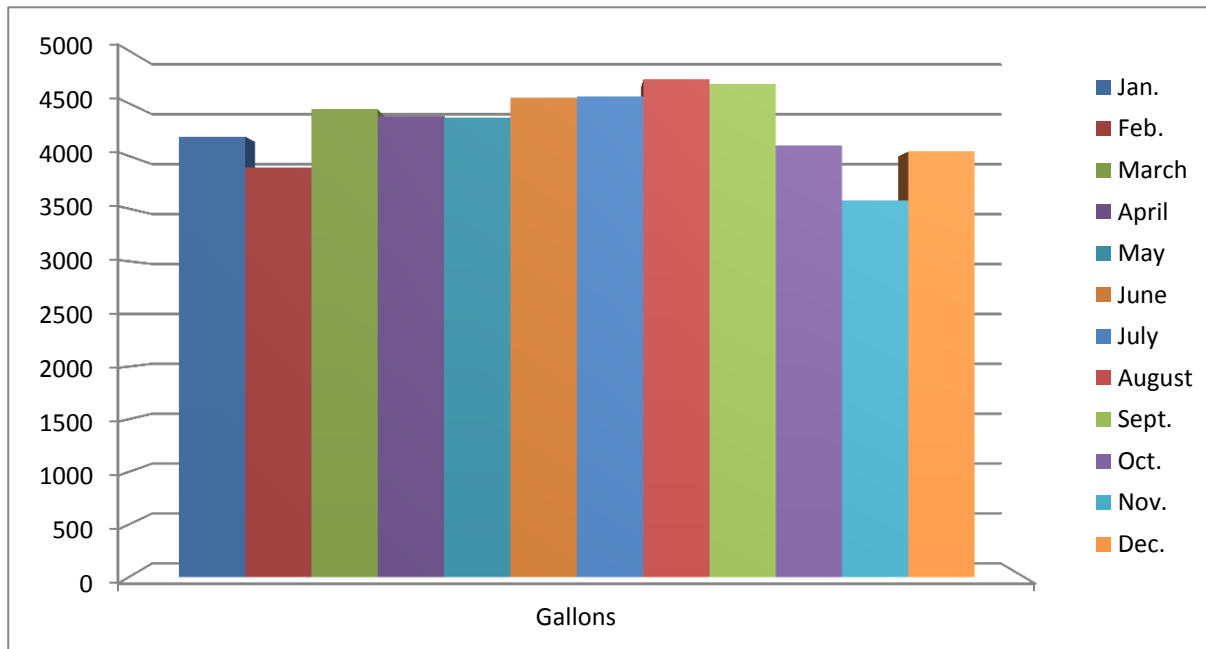
Fuel Purchases 2014

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



Fuel Purchases 2013

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



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

2/6 Monthly K-9

2/13 Monthly ESU

2/24-27 Physical Tactics – Departmental

2/25-27 First Line Supervision – Officer Harrell

CITY OF WESTFIELD

TO: Eric Jordan
 Rieth-Riley Construction Co., Inc.
 P.O. Box 276
 Indianapolis, IN 46206

CONTRACT CHANGE ORDER NO.: 1
 DATE: 3/18/2014
 PROJECT NAME: Ridgewood Neighborhood Water Main
Sanitary Sewer, Storm Sewer Extension
 ORIGINAL CITY P.O. NO.: _____

I. You are hereby directed to make the following changes in this contract:

<u>ITEM</u>	<u>AMOUNT</u>	<u>SCHEDULED ADJUSTMENT</u> <u>(+) OR (-) DAYS</u>
Total Changes	\$10,030.22 (See Attachment A)	15

II. The following referenced documents further describe the changes outlined in Paragraph I, and are to be considered a part of this Change Order: R.F.P.: _____ W.D.C. No.: _____

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Sum prior to this Change Order	\$ <u>1,148,900.00</u>
Contract Sum will be increased/decreased by this Change Order	\$ <u>10,030.22</u>
New Contract Sum including this Change Order	\$ <u>1,158,930.22</u>
Contract Time Prior to this Change Order	<u>Jan 9, 2014</u> Substantial Completion Date
	<u>Jan 24, 2014</u> Final Completion Date

Net **Increased/decreased** resulting from this Change Order 64 Days

Current Contract Time including this Change Order	<u>Mar 14, 2014</u> Substantial Completion Date
	<u>Apr 3, 2014</u> Final Completion Date

This Change Order is for full and final settlement of all direct, indirect, impact costs and time extensions incurred at any time resulting from the performance of the changed work.

The Above Changes
are Recommended:

The Above Changes
are Accepted:

Approved:

VS Engineering, Inc.
 Engineer

Rieth Riley Construction Co., Inc.
 Contractor

City of Westfield
 Owner

4275 N. High School Road,
 Address

P.O. Box 276
 Address

2706 East 171st Street
 Address

Indianapolis, IN 46254
 City/State/Zip

Indianapolis, IN 46206
 City/State/Zip

Westfield, IN 46074
 City/State/Zip

By: _____

By: _____

By: _____

Phone: 317-293-3542

Phone: 317-601-3186

Phone: 317-804-3137

Date: _____

Date: _____

Date: _____

Ridgewood Subdivision**Water Main, Sanitary Sewer & Storm Sewer****Change Order #1****Attachment "A"****Description of Change – Contractor Change Order No. 1****I. Scope of Work Change and Reason for Change:**

Item 1 – Sanitary Manhole Changes: Revisions in the plans were necessary due to the change in elevation and alignment of the sanitary sewer and manholes were deleted and new manholes added due to new depth categories.

Item #	Description	Unit Price	Units	Quantity Change	Change in Contract Sum
	48" Dia. Manhole, Complete in Place				
28	0-8 Feet Deep	\$2500.00	EACH	-1	\$ (2,500.00)
29	8-12 Feet Deep	\$2800.00	EACH	-8	\$ (22,400.00)
60A	12-16 Feet Deep	\$ 4,100.00	EACH	2	\$ 8,200.00
61A	16+ Feet Deep	\$ 7,350.00	EACH	1	\$ 7,350.00
				Total	\$ (9,350.00)

Item 2 –Storm Drainage Structures Changes: Changes were made by the designer after the contract was bid and accepted to comply with Rule 5 permit requirements, which affected the type of inlet structures that were on the original bid. New drainage structures were added and existing items were deleted as a result of this change.

Item #	Description	Unit Price	Units	Quantity Change	Change in Contract Sum
	Storm Sewer, Complete in Place				
33	30" X 30" Concrete Inlet	\$ 1,365.00	EACH	-8	\$ (10,920.00)
62A	48" Dia. Manhole, Catch Basin	\$ 2,910.00	EACH	1	\$ 2,910.00
63A	30" X 30" Concrete Catch Basin	\$ 2,195.00	EACH	7	\$ 15,365.00
				Total	\$ 7,355.00

Ridgewood Subdivision**Water Main, Sanitary Sewer & Storm Sewer****Change Order #1****Attachment "A"**

Item 3 – Change Water Main Size along Oak Ridge Road: The water main was originally planned to be an 8" water main, but was changed to extend the existing 12" water main per City's request. During construction it was discovered that the main could not be extended and had to be tapped due to the location of the end of the main being too close to a property without any easements.

Item #	Description	Unit Price	Units	Quantity Change	Change in Contract Sum
	Water Main, Complete in Place				
3	8" Water Main, Complete in Place	\$ 41.00	LFT	-303	\$ (12,423.00)
4	8" Water Main, HDD, Complete in Place	\$ 70.00	LFT	-70	\$ (4,900.00)
64A	12" Water Main, Complete in Place	\$ 76.53	LFT	178	\$ 13,622.34
65A	12" X 45° Bend, Complete in Place	\$ 445.25	EACH	2	\$ 890.50
66A	12" X 12" X 6" Tee, Complete in Place	\$ 325.00	EACH	1	\$ 325.00
67A	12" Tap and Valve, Complete in Place	\$ 6,875.00	EACH	1	\$ 6,875.00
				Total	\$ 4,389.84

Item 4 – Sanitary Sewer Utility Conflict along Allen Court: During construction the Duke Energy Primary power cable was discovered to be too close to construction and had to be temporarily relocated so that the sanitary sewer could be constructed and set back into place.

Item #	Description	Unit Price	Units	Quantity Change	Change in Contract Sum
	8" Sanitary Sewer (SDR-26, ASTM D-3034)				
18	0-8 Feet Deep	\$ 30.00	LFT	-300	\$ (9,000.00)
68A	Utility Conflict on Allen Ct	\$ 59.47	LFT	250	\$ 14,867.50
				Total	\$ 5,867.50

Ridgewood Subdivision**Water Main, Sanitary Sewer & Storm Sewer****Change Order #1****Attachment "A"**

Item 5 – Relocate Water Service to 16226 Montrose: During construction the water service lateral and meter pit was placed in a location that was not conducive to the placement of water service to the residence. The home owner would have had to cross through his septic field in order to access the service. The Service line was relocated to the south side of the residents driveway per the City of Westfield's project manager.

Item #	Description	Unit Price	Units	Quantity Change	Change in Contract Sum
	Relocate Water Service				
69A	Water Service Relocation	\$ 1,767.88	LSUM	1	\$ 1,767.88
				Total	\$ 1,767.88

Summary of Changes

Item 1 - Sanitary Sewer Revisions	(\$ 9,350.00)
Item 2 - Storm Sewer Revision	\$ 7,355.00
Item 3 - Water Main Revision	\$ 4,389.84
Item 4 - Utility Conflicts on Allen Ct	<u>\$ 5,867.50</u>
Item 5 – Water Service Relocation	\$ 1,767.88
Total Revision	\$10,030.22

Attachments: Rieth Riley Claim Letters, dated 10/26/13, 01/17/14, 01/22/14, 01/29/14, 03/12/14 and 3/17/14.



RIETH-RILEY CONSTRUCTION Co., INC.

POST OFFICE BOX 276 • INDIANAPOLIS, INDIANA 46206 • WWW.RIETHRILEY.COM

"100% Employee Owned"

October 26, 2013

Mr. Rob Kmentz
Engineering Technician
City of Westfield

RE: Ridgewood Neighborhood Water Main, Sanitary Sewer, & Storm Sewer Extension - Construction Change #1

Mr. Kmentz,

Below is a list of the requested items that were added to the revised drawings received on 10/1/13. Rieth Riley reserves the right to file future claims for changes in scope, added as part of the revisions, which are not covered in the items listed below. Let me know if you have any questions.

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
EWA	48" Dia. Manhole, Complete in Place, 16+ Feet Deep	1	EA	\$7,350	\$7,350.00
EWA	30" x 30" Conc. Catch Basin	7	EA	\$2,195	\$15,365.00
EWA	48" Dia. Storm Manhole w/ Catch Basin, Complete in Place	1	EA	\$2,910	\$2,910.00
EWA	48" Dia. Manhole, Complete in Place, 12-16 Feet Deep	1	EA	\$4,100	\$4,100.00

Respectfully Submitted,

Rieth Riley Construction Co., Inc.

Eric Jordan
Project Manager – Indianapolis Area

CC: 3200505 Job File
David Dankert - General Superintendent, Rieth-Riley

1751 W. MINNESOTA • INDIANAPOLIS, INDIANA 46221 • TELEPHONE: (317) 634-5561 • FAX: (317) 631-6423

Continuing

AN EQUAL OPPORTUNITY EMPLOYER

ASSURANCE OF SKILL • INTEGRITY • RESPONSIBILITY • IN CONSTRUCTION



RIETH-RILEY CONSTRUCTION Co., Inc.

POST OFFICE BOX 276 • INDIANAPOLIS, INDIANA 46206 • WWW.RIETHRILEY.COM

"100% Employee Owned"

January 29, 2103

Mr. Rob Kmetz
Engineering Technician
City of Westfield

RE: Ridgewood Neighborhood Water Main, Sanitary Sewer, & Storm Sewer Extension – Added 12" Water Main Items

Mr. Kmetz,

Below are the additional items created by the addition of the 12" water main on Oak Ridge Rd. These drawings were received on 11/7/13. Let me know if you have any questions.

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
EWA	12" Water Main, Open Cut, Complete in Place	178	LFT	\$ 76.53	\$ 13,622.34
EWA	12" x 12" x 6" Tee, Complete in Place	1	EA	\$ 325.00	\$ 325.00
EWA	12" x 45 Degree Bend, Complete in Place	2	EA	\$ 445.25	\$ 890.50

Respectfully Submitted,

Rieth Riley Construction Co., Inc.

Eric Jordan
Project Manager – Indianapolis Area

CC: 3200505 Job File
David Dankert - General Superintendent, Rieth-Riley

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RIETH-RILEY CONSTRUCTION EXTRA WORK AGREEMENT

DATE: 1/28/14 Work Performed: 12" Water Main
 JOB #: 3200505 PROJECT: Ridgewood Sanitary/Water/Storm
 FORCE ACCOUNT/EXTRA WORK FOR: Install 12" water main at Oak Ridge Rd.

LABOR 109.05 (b)(1)

EMPLOYEE	HOURS				RATE	EXTENSION
	Regular	Overtime	Doubletime	TOTAL		
CARPENTER				0.00	\$26.79	\$0.00
CARPENTER FOREMAN				0.00	\$28.79	\$0.00
COMBINATION				0.00	\$29.01	\$0.00
FINISHER				0.00	\$25.62	\$0.00
FOREMAN	7.00	6.50		13.50	\$32.25	\$540.19
LABORER	17.50	7.50		25.00	\$23.62	\$679.08
MECHANIC				0.00	\$31.25	\$0.00
OPERATOR (103)	7.00	5.50		12.50	\$31.25	\$476.56
OPERATOR (841)				0.00	\$29.75	\$0.00
OPERATOR OILER (103)				0.00	\$28.61	\$0.00
QA TECH				0.00	\$23.62	\$0.00
SUPERINTENDENT/PROJECT MANAGER				0.00	\$42.58	\$0.00
TEAMSTER				0.00	\$27.91	\$0.00

TOTAL LABOR \$1,695.83 (2)
 FICA 7.50 % x LINE (2) \$127.19 (3)

FRINGES

EMPLOYEE	HOURS		RATE		EXTENSION
CARPENTER	0.00	X	\$15.57	=	\$0.00
CARPENTER FOREMAN	0.00	X	\$15.57	=	\$0.00
COMBINATION	0.00	X	\$12.41	=	\$0.00
FINISHER	0.00	X	\$12.41	=	\$0.00
FOREMAN	13.50	X	\$12.69	=	\$171.32
LABORER	25.00	X	\$12.41	=	\$310.25
MECHANIC	0.00	X	\$14.81	=	\$0.00
OPERATOR (103)	12.50	X	\$14.81	=	\$185.13
OPERATOR (841)	0.00	X	\$16.91	=	\$0.00
OPERATOR OILER (103)	0.00	X	\$14.81	=	\$0.00
QA TECH	0.00	X	\$12.41	=	\$0.00
SUPERINTENDENT/PROJECT MAN	0.00	X	\$10.45	=	\$0.00
TEAMSTER	0.00	X	\$10.09	=	\$0.00

TOTAL FRINGES \$666.69 (4)

WORKERS COMPENSATION 5.72 % X LINE (2) \$97.00 (5)
 BODILY INJURY / PROPERTY DAMAGE INSURANCE 5.80 % X LINE (2) \$98.36 (6)
 STATE UNEMPLOYMENT 3.85 % X LINE (2) \$65.29 (7)
 FEDERAL UNEMPLOYMENT 0.40 % X LINE (2) \$6.78 (8)

TRAVEL ALLOWANCE OR SUBSISTENCE (NOTE #3) \$0.00 (9)
 TOTAL LINES 2, 3, 4, 5, 6, 7, 8 & 9 \$2,757.13 (10)
 15 % x LINE (10) \$413.57 (11)
 GRAND TOTAL LABOR LINES (10) + (11) \$3,170.70 (12)

MATERIAL 109.05 (b)(3)

Purchased or Manufactured	Description	Quantity	Unit	Unit Price	Extension
P	12" CB00	178.00	LFT	\$ 16.27	\$ 2,896.06
P	Detection Tape	178.00	LFT	\$ 0.18	\$ 32.04
P	B-Borrow	186.62	Tons	\$ 9.40	\$ 1,754.23
P					\$ -
P					\$ -
P					\$ -

MATERIALS PURCHASED \$4,682.33 (18)
MATERIALS MANUFACTURED \$0.00 (19)

TOTAL: LINE (18) + (19) \$4,682.33 (20)
15 % x LINE (20) \$702.35 (21)
GRAND TOTAL FOR MATERIALS: LINE (20) + (21) \$5,384.68 (22)

EQUIPMENT 109.05 (b)(4)

wdew

	CONTRACTOR OWNED EQUIPMENT	FHWA HOURLY RATE	HOURS	EXTENSION
	3/4 Ton Truck	\$15.22	13.50	\$205.47
	Loader	\$66.71	11.50	\$767.17
	Excavator	\$83.80	13.00	\$1,089.40
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
	Str. Time Trucking	\$80.00	13.50	\$1,080.00
	Over Time Trucking	\$105.00		\$0.00
	Double Time Trucking	\$0.00		\$0.00

TOTAL EQUIPMENT \$2,062.04 (23)
TOTAL TRUCKING \$1,080.00 (24)
FUEL, LUBRICANTS AND TRANSPORTATION COSTS \$0.00 (25)
TOTAL LINES (23) + (24) + (25) \$3,142.04 (26)
15 % x LINE (26) \$471.31 (27)
GRAND TOTAL FOR EQUIPMENT: LINES (26) + (27) \$3,613.34 (28)

SUBCONTRACTORS 109.05 (b)(6)

DESCRIPTION	
Midwest Mole Vac Truck Time (6 Hrs x \$205/HR)	\$1,230.00

TOTAL SUBCONTRACT WEEK ENDING \$1,230.00 (29)
5 % x LINE (30) \$3,000.00 OR LESS \$61.50 (31)
7 % x LINE (30) OVER \$3,000.00 \$0.00 (32)
GRAND TOTAL FOR SUBCONTRACTORS: LINES (30) + (31) + (32) \$1,291.50 (33)

TOTAL OF WORK COMPLETED FOR THE WEEK

TOTAL LINES (12), (17), (22), (26) & (33) \$13,460.22 (34)
10 % OF BOND RATE BASED UPON LINE (34) \$148.06 (35)
10 % x LINE (35) \$14.81 (36)
TOTAL EXTRA WORK LINES: (34) + (35) + (36) \$13,623.09 (37)

Rieth-Riley Construction Co.
Job Name: RIDGEWOOD SANITARY/WATER

Job Code: 3200505

Cost Code Review

Cost Code: 801-18315

EWA: 12IN WATERMAIN

Code	Description	Class	Reg. Hours	OT Hours	Other Hours
------	-------------	-------	------------	----------	-------------

Date: 12/19/2013 Foreman: 666152

Time Card:

Production Quantities:	156.000				
666152	GILBERT, SCOTT M.	2000OPCFRM	5.00	6.50	0.00
R2131059	TRUCK PICKUP 1/2 TON F150		11.50	0.00	0.00
R2131029	EXCAVATOR LT 50000# INDY		8.00	0.00	0.00
631591	VAUGHT, MATTHEW J.	2000OPGRP1	5.00	5.50	0.00
11043	LOADER WHEEL 938K		10.50	0.00	0.00
694612	FREDERICK, R AARON	1016LACAT1	9.00	1.50	0.00
671795	KRANTZ, DAVID B.	1017LACAT1	8.50	2.00	0.00

Labor Totals: 43.0
Equip Totals: 30.0

Date: 12/20/2013 Foreman: 666152

Time Card:

Production Quantities:	22.000				
666152	GILBERT, SCOTT M.	2000OPCFRM	2.00	0.00	0.00
R2131059	TRUCK PICKUP 1/2 TON F150		2.00	0.00	0.00
R2131029	EXCAVATOR LT 50000# INDY		2.00	0.00	0.00
631591	VAUGHT, MATTHEW J.	2000OPGRP1	1.00	0.00	0.00
11043	LOADER WHEEL 938K		1.00	0.00	0.00
694612	FREDERICK, R AARON	1016LACAT1	0.00	2.00	0.00
671795	KRANTZ, DAVID B.	1017LACAT1	0.00	2.00	0.00

Labor Totals: 7.0
Equip Totals: 5.0

Printed on: 01/28/2014 15:56:23

Attendance/Non-Use Codes included in Hours: H:E:V:T:A:W / None

Page 1

Date: X

EQUIPMENT WATCH

www.equipmentwatch.com

Rental Rate Blue Book®

April 29, 2013

Caterpillar 938H

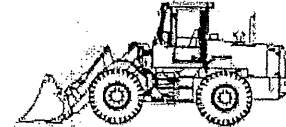
4-Wd Articulated Wheel Loaders

Size Class:

175 - 199 HP 175 - 199 HP

Weight:

33,190 lbs.



Configuration for 938H

Power Mode	Diesel	Bucket Capacity - Heaped	3.65 cu
Net Horsepower	172.0	Operator Protection	EROPS

Equipment Notes: Includes General Purpose bucket and ROPS, unless otherwise noted.

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$5,165.00	\$1,445.00	\$360.00	\$54.00	\$37.80	\$67.15
Adjustments						
Region (Indiana: 98.5%)	(\$77.47)	(\$21.67)	(\$5.40)	(\$0.81)		
Model Year (2013: 100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)	-	-	-	-		
Total:	\$5,087.53	\$1,423.33	\$354.60	\$53.19	\$37.80	\$66.71

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	45%	\$2,324.25 / mo
Overhaul (ownership)	36%	\$1,859.40 / mo
CFC (ownership)	8%	\$413.20 / mo
Indirect (ownership)	11%	\$568.15 / mo
Fuel (operating) @ \$4.13	61%	\$22.87 / hr

Revised Date: 2nd Half 2012



www.equipmentwatch.com

Rental Rate Blue Book®

December 20, 2013

Caterpillar 319D L

Crawler Mounted Hydraulic Excavators

Size Class:

19.1 - 21.0 MTons 19.1 - 21.0 MTons

Weight:

43,872 lbs.



Configuration for 319D L

Power Mode	Diesel	Bucket Capacity - Heaped	1.00 cy
Operating Weight	21.9 MT	Net Horsepower	125.0

Equipment Notes: Bucket included in rate, unless otherwise noted.

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$7,030.00	\$1,970.00	\$495.00	\$74.00	\$44.45	\$84.39
Adjustments						
Region (Indiana: 99%)	(\$70.30)	(\$19.70)	(\$4.95)	(\$0.74)		
Model Year (2012: 99.5%)	(\$34.80)	(\$9.75)	(\$2.45)	(\$0.37)		
Ownership (100%)	-	-	-	-		
Operating (100%)	-	-	-	-		
Total:	\$6,924.90	\$1,940.55	\$487.60	\$72.89	\$44.45	\$83.80

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	40%	\$2,812.00 / mo
Overhaul (ownership)	46%	\$3,233.80 / mo
CFC (ownership)	5%	\$351.50 / mo
Indirect (ownership)	9%	\$632.70 / mo
Fuel (operating) @ \$3.98	47%	\$20.90 / hr

Revised Date: 2nd Half 2013.



www.equipmentwatch.com

Rental Rate Blue Book®

November 18, 2013

On-Highway Light Duty Trucks Miscellaneous Models

Size Class:
100 - 199 HP 100 - 199 HP

Configuration for On-Highway Light Duty Trucks

Power Mode	Gasoline	Cab Type	Conventional
Axle Configuration	4X2	Ton Rating	1/2
Horsepower	143.0		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$580.00	\$160.00	\$40.00	\$6.00	\$12.00	\$15.30
Adjustments						
Region (Indiana: 99%)	(\$5.80)	(\$1.60)	(\$0.40)	(\$0.06)		
Model Year (2012: 98.6%)	(\$8.04)	(\$2.22)	(\$0.55)	(\$0.08)		
Ownership (100%)	-	-	-	-		
Operating (100%)	-	-	-	-		
Total:	\$566.16	\$156.18	\$39.05	\$5.86	\$12.00	\$15.22

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	58%	\$336.40 / mo
Overhaul (ownership)	28%	\$162.40 / mo
CFC (ownership)	4%	\$23.20 / mo
Indirect (ownership)	10%	\$58.00 / mo
Fuel (operating) @ \$3.45	78%	\$9.37 / hr

Revised Date: 2nd Half 2013



6439 EAST 30TH STREET
INDIANAPOLIS, IN 46219-8000

DELAY REASON:

12.26.13

INVOICE NUMBER	CUSTOMER	PAGE
0033130	5415	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:

Ferguson Waterworks INDY #1934
P O BOX 644054
PITTSBURGH, PA 15264-4054

Please contact with Questions: 317-546-2013

3349 1 AB 0.384 E0103 10166 0842196677 P1733367 0002:0003



RIETH RILEY CONSTRUCTION CO INC
RIDGE SANITARY & WATER
PO BOX 276
INDIANAPOLIS IN 46206-0276

SHIP TO:

RIETH RILEY CONSTRUCTION CO
161ST AND US31
RIDGE SANITARY AND WATER
WESTFIELD, IN 46074

on hold
EMCO needs 2.5 ft
OPAC for
12" Blue
pipe
12/11/13
9/1

RECEIVED DEC 17 2013

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1934	1934	INE	3203770	LQQ	RIDGE SANITARY & WATER	12/11/13	IO 3991
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
320	320	DR18BP12	12 C900 DR18 PVC GJ BLUE PIPE	16.270	FT	5206.40	
340	340	DR18BPU	6 C900 DR18 PVC GJ BLUE PIPE	4.010	FT	1363.40	
9	9	WWB67LAOLSTZS	5-1/4 WB67 HYD 5" BURY OL W/ STRZ	2150.000	EA	19350.00	
1	1	K7950LAXOL	8 MJ RW DI OL TAPN VLV L/A	1084.000	EA	1084.00	
12	12	K7571LAUOL	6 MJ RW DI OL GATE VLV L/A	507.000	EA	6084.00	
6	6	K7571LAXOL	8 MJ RW DI OL GATE VLV L/A	808.620	EA	4851.72	
INVOICE SUB-TOTAL						37939.52	
ADDRESS# 457561							
DUE DATE 32090645							
BATCH# 08-12							
APPROVED							
EXEMPT Y/N/B							
TAX AMT TAX ST							
TAX AMT TAX ST							
GL ACCT G/L AMOUNT							
3200505 m 18315 \$ 5206.40							
3200505 m 18310 \$ 1363.40							
3200505 m 31901 \$ 19,350.00							
3200505 m 01196 \$ 1084.00							
3200505 m 31901 \$ 6,084.00							
3200505 m 03011 \$ 4,851.72							
TERMS: NET 10TH PROX						TOTAL DUE	\$37,939.52
ORIGINAL INVOICE							

All accounts are due and payable per the invoiced terms. All past due amounts are subject to a service charge at the maximum rate allowed by state law plus costs of collection including attorney fees if incurred. Freight terms are FOB our dock unless otherwise specified above.

WARRANTY PROVISIONS: SEE REVERSE SIDE

RIETH-RILEY CONST CO INC
PO BOX 276
INDIANAPOLIS IN 46205

317-573-4460

RECEIVED
DEC 24 2013
By _____

161ST AND OAKRIDGE
3200505-DLVD
WESTFIELD IN 46074

Order No.	Customer PO No.	Dest. No.	Job No.	Dist	Business Unit	Business Unit Name	Cust. No.	Invoice Date	Invoice No.		
7976674 SO	3200505	001	2488231572	11	25108	Noblesville Sand	248823	12/23/13	12662105		
Ship Date Cart/Barge No.	Product No.	Description	Quantity	UM	Unit Price	Material Amount	Freight Rate	Freight Amount	Taxes & Fees	TOTAL	
12/19/13	0916	859747	20.97	TN	6.00	125.82	3.40	71.30		197.12	
		859764	20.82	TN	6.00	124.92	3.40	70.79		195.71	
		859786	20.67	TN	6.00	124.02	3.40	70.28		194.30	
		859800	20.98	TN	6.00	125.88	3.40	71.33		197.21	
		859812	20.82	TN	6.00	124.92	3.40	70.79		195.71	
		SUBTOTAL	145.28			871.68		493.95		1,365.63	
		B BORROW									
		859826	20.94	TN	6.00	125.84	3.40	71.20		196.84	
		859828	20.35	TN	6.00	122.10	3.40	69.19		191.29	
		859829	20.82	TN	6.00	124.92	3.40	70.79		195.71	
		859847	20.57	TN	6.00	123.42	3.40	69.94		193.36	
		859850	20.77	TN	6.00	124.62	3.40	70.62		195.24	
		859851	20.98	TN	6.00	125.88	3.40	71.33		197.21	
		859869	20.92	TN	6.00	125.52	3.40	71.13		196.65	
		859872	20.39	TN	6.00	122.34	3.40	69.33		191.67	
		859875	20.88	TN	6.00	125.28	3.40	70.99		196.27	
		859896	20.13	TN	6.00	120.78	3.40	68.44		189.22	
		859904	20.30	TN	6.00	121.80	3.40	69.02		190.82	
		859918	20.99	TN	6.00	125.94	3.40	71.37		197.31	
		859919	21.01	TN	6.00	126.06	3.40	71.43		197.49	
		SUBTOTAL	269.05			1,614.30		914.78		2,529.08	
		ADDRESS#		107764							
		DUE DATE		32090642							
		BATCH#		MS							
		APPROVED		8							
		EXEMPT Y/N/B		X							
		TAX AMT		TAX ST							
		TAX AMT		TAX ST							
GL ACCT		GL AMOUNT									
3200505.m		23095									
3200505.m		18310									
3200505.m		11106									
3200505.m		02903									
TOTAL		744.63		4,467.78		2,531.77		6,999.55			
\$6,999.55											



MIDWEST MOLE

TRENCHLESS SPECIALIST

6814 W. 350 N.
Greenfield, IN 46140
317-545-1335

INVOICE NO. 11831



TO

Rieth-Riley Construction
1751 W Minnesota Street
Indianapolis, IN 46206

Project:

Job #3200505

RECEIVED JAN 13 2014

Midwest Mole Job No.

89011-41

Truck 1171

Purchase Order

Invoice Date

12/23/13

Item	Description	UOM	Unit Price	Job-to-Date Quantities	Job-to-Date Amount	This Estimate Quantities	Amount
1	Pothole Utility Lines at 161st & US31, Ridgewood Ave. 12/18/13	HR	\$ 205.00	8.0	\$ 1,640.00	8.0	\$ 1,640.00
2	Pothole Utility Lines at 161st & US31 12/18/13 Overtime rate	HR	\$ 247.00	3.5	\$ 864.50	3.5	\$ 864.50
3	Pothole Utility Lines at 161st & US31 Ridgewood Ave. 12/19/13	HR	\$ 205.00	8.0	\$ 1,640.00	8.0	\$ 1,640.00
4	Pothole Utility Lines at 161st & US31 12/19/13 Overtime rate	HR	\$ 247.00	1.00	\$ 247.00	1.00	\$ 247.00

Total Amount Billed to Date: \$ 4,391.50

Less Previous Invoices: \$ -

Amount Due This Invoice:

\$ 4,391.50

DUE DATE

BATCH#

APPROVED

TAX AL

TAX ST

TAX AMT

GL ACCT

PRINT

200838
52091050
Y
GL ACCT 3200505 R.029031 4391.50

TERMS: DUE UPON RECEIPT, 1 1/2% PER MONTH CARRYING CHARGE ON ALL INVOICES NOT PAID WITHIN 30 DAYS OF INVOICE DATE

Thank You

EQUAL OPPORTUNITY EMPLOYER



RIETH-RILEY CONSTRUCTION Co., Inc.

POST OFFICE BOX 276 • INDIANAPOLIS, INDIANA 46206 • WWW.RIETHRILEY.COM

"100% Employee Owned"

January 17, 2104

Mr. Rob Kmentz
Engineering Technician
City of Westfield

RE: Ridgewood Neighborhood Water Main, Sanitary Sewer, & Storm Sewer Extension – 12" Water Main Tap and Valve

Mr. Kmentz,

Below is a change order price for a 12" Water Main Tap & Valve. The 12" tap and valve was required because we were unable to hook into the existing water valve as described on the plans.

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
EWA	12" Tap and Valve, Complete in Place	1	EA	\$ 6,875	\$ 6,875.00

Respectfully Submitted,

Rieth Riley Construction Co., Inc.

Eric Jordan
Project Manager – Indianapolis Area

CC: 3200505 Job File
David Dankert - General Superintendent, Rieth-Riley

1751 W. MINNESOTA • INDIANAPOLIS, INDIANA 46221 • TELEPHONE: (317) 634-5561 • FAX: (317) 631-6423

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"100% Employee Owned"

January 22, 2014

Mr. Rob Kmentz
Engineering Technician
City of Westfield

RE: Ridgewood Neighborhood Water Main, Sanitary Sewer, & Storm Sewer Extension – Substantial Completion Time Extension Request

Mr. Kmentz,

As previously discussed, Rieth Riley is requesting a time extension for the substantial completion of the Ridgewood project. Due to weather limitations, substantial completion will include having all sanitary, storm and water main pipe in the ground. The remaining asphalt and earthwork will be completed as early as weather will allow for this spring. Please respond with your intent to grant the following days. Let me know if you have any questions.

10/31/13 thru 11/2/13 - Weather.

12/7/13 - Working around Duke electrical line. See Change Order request sent 12/18/13.

12/21/13 - Weather

12/23/13 thru 12/24/13 – Not allowed install water services on 161st street due to temperatures.

12/25/13 and 1/1/14 - Holidays not expected to fall within construction schedule.

1/6/13 thru 1/11/13 - Weather

Total – 15 Days

Respectfully Submitted,

Rieth Riley Construction Co., Inc.

Eric Jordan
Project Manager – Indianapolis Area

CC: 3200505 Job File
David Dankert - General Superintendent, Rieth-Riley

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RIETH-RILEY CONSTRUCTION Co., INC.

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"100% Employee Owned"

March 12, 2014

Mr. Rob Kmetz
Engineering Technician
City of Westfield

RE: Ridgewood Neighborhood Water Main, Sanitary Sewer, & Storm Sewer Extension – Relocating meter pit at 16226 Montrose Ln.

Mr. Kmetz,

Below is a request for change order for the T&M required to relocate the meter pit in front of 16226 Montrose Lane. This work was completed on 3/3/14. Let me know if you have any questions.

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
EWA	Meter Pit at 16226 Montrose Ln	1	LS	\$ 1,767.88	\$ 1,767.88

Respectfully Submitted,

Rieth Riley Construction Co., Inc.

Eric Jordan

Digitally signed by Eric Jordan
DN: cn=Eric Jordan, o=Rieth-Riley Construction Co.,
Inc., ou=Engineering, email=eric.jordan@rrc.com, c=US
Date: 2014.03.12 14:26:43 -0400

Eric Jordan
Project Manager – Indianapolis Area

CC: 3200505 Job File
David Dankert - General Superintendent, Rieth-Riley

1751 W. MINNESOTA • INDIANAPOLIS, INDIANA 46221 • TELEPHONE: (317) 634-5561 • FAX: (317) 631-6423

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RIETH-RILEY CONSTRUCTION EXTRA WORK AGREEMENT

DATE: 3/12/14 Work Performed: 3/3/2014
 JOB #: 3200505 PROJECT: Ridgewood Neighborhood
 FORCE ACCOUNT/EXTRA WORK FOR: Remove existing meter pit at 16226 Montrose Ln. and install repair sleeve. Install new meter pit approx. 50' south.

LABOR 109.05 (b)(1)

EMPLOYEE	HOURS			TOTAL	RATE	EXTENSION
	Regular	Overtime	Doubletime			
CARPENTER				0.00	\$26.79	\$0.00
CARPENTER FOREMAN				0.00	\$28.79	\$0.00
COMBINATION				0.00	\$29.01	\$0.00
FINISHER				0.00	\$25.62	\$0.00
FOREMAN	7.00			7.00	\$32.25	\$225.75
LABORER	7.00			7.00	\$23.62	\$165.34
MECHANIC				0.00	\$31.25	\$0.00
OPERATOR (103)				0.00	\$31.25	\$0.00
OPERATOR (841)				0.00	\$29.75	\$0.00
OPERATOR OILER (103)				0.00	\$28.61	\$0.00
QA TECH				0.00	\$23.62	\$0.00
SUPERINTENDENT/PROJECT MANAGER				0.00	\$42.58	\$0.00
TEAMSTER				0.00	\$27.91	\$0.00

TOTAL LABOR \$391.09 (2)
 FICA 7.50 % x LINE (2) \$29.33 (3)

FRINGES

EMPLOYEE	HOURS		RATE		EXTENSION
CARPENTER	0.00	X	\$15.57	=	\$0.00
CARPENTER FOREMAN	0.00	X	\$15.57	=	\$0.00
COMBINATION	0.00	X	\$12.41	=	\$0.00
FINISHER	0.00	X	\$12.41	=	\$0.00
FOREMAN	7.00	X	\$12.69	=	\$88.83
LABORER	7.00	X	\$12.41	=	\$86.87
MECHANIC	0.00	X	\$14.81	=	\$0.00
OPERATOR (103)	0.00	X	\$14.81	=	\$0.00
OPERATOR (841)	0.00	X	\$16.91	=	\$0.00
OPERATOR OILER (103)	0.00	X	\$14.81	=	\$0.00
QA TECH	0.00	X	\$12.41	=	\$0.00
SUPERINTENDENT/PROJECT MAN	0.00	X	\$10.45	=	\$0.00
TEAMSTER	0.00	X	\$10.09	=	\$0.00

TOTAL FRINGES \$175.70 (4)

WORKERS COMPENSATION 5.72 % x LINE (2) \$22.37 (5)
 BODILY INJURY / PROPERTY DAMAGE INSURANCE 5.80 % x LINE (2) \$22.68 (6)
 STATE UNEMPLOYMENT 3.85 % x LINE (2) \$15.06 (7)
 FEDERAL UNEMPLOYMENT 0.40 % x LINE (2) \$1.56 (8)

TRAVEL ALLOWANCE OR SUBSISTENCE (NOTE #3) \$0.00 (9)
 TOTAL LINES 2, 3, 4, 5, 6, 7, 8 & 9 \$657.80 (10)
 20 % x LINE (10) \$131.56 (11)
 GRAND TOTAL LABOR LINES (10) + (11) \$789.36 (12)

MATERIAL 109.05 (b)(3)

Purchased or Manufactured	Description	Quantity	Unit	Unit Price	Extension
P	6" x 3/4" Tapping Sleeve	1.00	EA	\$ 4.53	\$ 4.53
P	3/4" Corp.	1.00	EA	\$ 57.80	\$ 57.80
P	3/4" K Copper	17.00	LFT	\$ 4.93	\$ 83.81
P	B-Boltw	5.00	Tons	\$ 9.40	\$ 47.00
P	Menards Receipts	1.00	LS	\$ 49.05	\$ 49.05
P					\$

MATERIALS PURCHASED \$291.99 (18)
MATERIALS MANUFACTURED \$0.00 (19)

TOTAL: LINE (18) + (19) \$291.99 (20)
12 1/4 x LINE (20) \$35.04 (21)
GRAND TOTAL FOR MATERIALS: LINE (20) + (21) \$327.03 (22)

EQUIPMENT 109.05 (b)(4)

wdew

	CONTRACTOR OWNED EQUIPMENT	FHWA HOURLY RATE	HOURS	EXTENSION
	3/4 Ton Truck	\$15.22	7.00	\$106.54
	138 Excavator	\$72.26	6.00	\$433.56
	5000 Watt Generator	\$5.68	4.00	\$22.72
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
	Str. Time Trucking	\$85.00		\$0.00
	Over Time Trucking	\$108.00		\$0.00
	Double Time Trucking	\$0.00		\$0.00

TOTAL EQUIPMENT \$582.82 (23)
TOTAL TRUCKING \$0.00 (24)
FUEL, LUBRICANTS AND TRANSPORTATION COSTS \$0.00 (25)
TOTAL LINES (23) + (24) + (25) \$582.82 (26)
12 1/4 x LINE (26) \$67.54 (27)
GRAND TOTAL FOR EQUIPMENT: LINES (26) + (27) \$650.36 (28)

SUBCONTRACTORS 109.05 (b)(6)

DESCRIPTION	

TOTAL SUBCONTRACT WEEK ENDING \$0.00 (29)
10 1/4 x LINE (30) \$3,000.00 OR LESS \$0.00 (31)
7 1/4 x LINE (30) OVER \$3,000.00 \$0.00 (32)
GRAND TOTAL FOR SUBCONTRACTORS: LINES (30) + (31) + (32) \$0.00 (33)

TOTAL OF WORK COMPLETED FOR THE WEEK

TOTAL LINES (12), (17), (22), (28) & (33) \$1,746.74 (34)
10 1/4 x LINE (34) \$19.21 (35)
10 1/4 x LINE (35) \$1.92 (36)
TOTAL EXTRA WORK LINES (34) + (35) + (36) \$1,767.88 (37)



Field Work Order

Job Number: 3200505

Date Issued: MAR. 3, 2014

Owner Job Number: _____

Address: _____

Job Name: RIDGEWOOD NEIGHBORHOOD

Rieth-Riley is hereby authorized to perform the following described work and charge to the above mentioned owner:

REMOVE EXISTING METER PIT @ 16226 MONTROSE LN. AND
INSTALL REPAIR SLEEVE. INSTALL NEW METER PIT APPROX.
50' SOUTH

Trade	Reg Hrs	OT Hrs
FOREMAN (OPERATOR) SCOTT G.	7	
LABORER AARON F	7	
7:30AM - 2:30PM		

Equipment	Quantity	Hours Used	Hours Idle
PC138 EXC. (R1029)	1	6	
PICKUP (R1059)	1	7	
2" ELECTRIC	1	4	
GENERATOR	1	4	

Material/Sub	Qty
6" X 3/4" TAPPING SLEEVE	1
3/4" COPR.	1
17' 3/4" K COPPER	17'
SAND	5 TON
MENARDS RECEIPTS	2

This work shall be on a time and material basis to which will be added all applicable taxes, insurance, fringe benefits, travel pay (per diem), expendable item charge, overhead and profit.

Work Supervised By:

Rieth-Riley Construction

Signed by: ERIC HOLMES

Title: SUPERINTENDENT

Work Ordered By:

Owner/Owner's Rep

Signed by: _____

Title: _____



Ferguson Waterworks INDY #1934
6439 EAST 30TH STREET
INDIANAPOLIS, IN 46219-0000

Deliver To: lucas.query@ferguson.com
From: Lucas Query
Comments:

13:48:45 MAR 12 2014

Ferguson Waterworks INDY #1934

Price Quotation

Page # 1

Phone : 317-546-2013

Fax : 317-546-2318

Bid No.....: B125486

Bid Date.....: 03/12/14

Quoted By.: LDQ

Cust 317-634-5561

Terms.....: NET 10TH PROX

Customer: RIETH RILEY CONSTRUCTION COINC
RIDGE SANITARY & WATER
P O BOX 276
INDIANAPOLIS, IN 46206

Ship To: RIETH RILEY CONSTRUCTION COINC
RIDGE SANITARY & WATER
P O BOX 276
INDIANAPOLIS, IN 46206

Cust PO#....: SADDLE PRICE

Job Name: RIDGE SANITARY & WATER

Item	Description	Quantity	Net Price	UM	Total
J4060690X07CC	6X3/4 CC DBL SS EPOX SDL 6.63-6.90	1	54.530	EA	54.53

Net Total: \$54.53

Tax: \$0.00

Freight: \$0.00

Total: \$54.53

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This quote is offered contingent upon the buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at http://wolsleyrna.com/terms_conditionsSale.html. Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

Use Your  2%
BIG CARD REBATE
MENARDS

MENARDS - CARMEL
2150 E. Greyhound
Pass
Carmel, IN 46033

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for
items on this receipt will be in the form
of an in store credit voucher if the
return is done after 06/01/14



Sale Transaction

1" AE HOLE SAW	*	
2526102		6.83
3/4" AE HOLE SAW	*	
2526100		6.47
3/8" HEX ARBOR	*	
2521383		10.77
TOTAL		24.07
IN TAX 7.00%		1.68
TOTAL SALE		25.75
MASTERCARD 5538		25.75
889350		
Swiped		
PO # 3208181		

TOTAL SAVINGS 2.88

TOTAL NUMBER OF ITEMS = 3

GUEST COPY

The Cardholder acknowledges receipt of
goods/services in the total amount shown
hereon and agrees to pay the card issuer
according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Paige

62701 01 8887 03/03/14 09:48AM 3083

Use Your  2%
BIG CARD REBATE
MENARDS

MENARDS - CARMEL
2150 E. Greyhound
Pass
Carmel, IN 46033

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for
items on this receipt will be in the form
of an in store credit voucher if the
return is done after 06/01/14



Sale Transaction

WTRPRF CORNCTR AQUA/RED	
3645708	8.79
12-2 25' NM W/GR WIRE *	
3891885	12.99
TOTAL	21.78
IN TAX 7.00%	1.52
TOTAL SALE	23.30
MASTERCARD 5603	23.30
974035	
Swiped	
PO # 3200505	

TOTAL SAVINGS 4.98

TOTAL NUMBER OF ITEMS = 2

GUEST COPY

The Cardholder acknowledges receipt of
goods/services in the total amount shown
hereon and agrees to pay the card issuer
according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Lexine

92737 01 9006 03/03/14 01:15PM 3083



www.equipmentwatch.com

Rental Rate Blue Book®

March 10, 2014

Small Generator Sets

Miscellaneous Models

Size Class:

To 5,000 Watts To 5,000 Watts

Configuration for Small Generator Sets

Power Mode	Gasoline	Prime Output	5,000.w
Horsepower	11.0		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$160.00	\$45.00	\$11.00	\$2.00	\$4.80	\$5.71
Adjustments						
Region (Indiana: 98%)	(\$3.20)	(\$0.90)	(\$0.22)	(\$0.04)		
Model Year (2012: 98.9%)	(\$1.72)	(\$0.49)	(\$0.12)	(\$0.02)		
Ownership (100%)	-	-	-	-		
Operating (100%)	-	-	-	-		
Total:	\$155.08	\$43.61	\$10.66	\$1.94	\$4.80	\$5.68

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	52%	\$83.20 / mo
Overhaul (ownership)	32%	\$51.20 / mo
CFC (ownership)	5%	\$8.00 / mo
Indirect (ownership)	11%	\$17.60 / mo
Fuel (operating) @ \$3.66	72%	\$3.46 / hr

Revised Date: 1st Half 2014



www.equipmentwatch.com

Rental Rate Blue Book®

March 10, 2014

Komatsu PC138USLC-8

Crawler Mounted Hydraulic Excavators



Size Class:

14.1 - 16.0 MTons 14.1 - 16.0 MTons

Weight:

31,504 lbs.

Configuration for PC138USLC-8

Power Mode	Diesel	Bucket Capacity - Heaped	.65 cy
Operating Weight	15.8 MT	Net Horsepower	92.0

Equipment Notes: General Purpose bucket included in rate, unless otherwise noted.

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$8,610.00	\$1,850.00	\$465.00	\$70.00	\$35.60	\$73.16
Adjustments						
Region (Indiana: 99%)	(\$66.10)	(\$18.50)	(\$4.65)	(\$0.70)		
Model Year (2009: 98.6%)	(\$91.61)	(\$25.64)	(\$6.44)	(\$0.97)		
Ownership (100%)	-	-	-	-		
Operating (100%)	-	-	-	-		
Total:	\$8,452.29	\$1,805.86	\$453.91	\$68.33	\$35.60	\$72.28

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	39%	\$2,577.90 / mo
Overhaul (ownership)	48%	\$3,172.80 / mo
CFC (ownership)	5%	\$330.50 / mo
Indirect (ownership)	8%	\$528.80 / mo
Fuel (operating) @ \$3.98	37%	\$13.18 / hr

Revised Date: 2nd Half 2013



www.equipmentwatch.com

Rental Rate Blue Book®

November 18, 2013

On-Highway Light Duty Trucks Miscellaneous Models

Size Class:
100 - 199 HP 100 - 199 HP

Configuration for On-Highway Light Duty Trucks

Power Mode	Gasoline	Cab Type	Conventional
Axle Configuration	4X2	Ton Rating	1/2
Horsepower	143.0		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$580.00	\$160.00	\$40.00	\$6.00	\$12.00	\$15.30
Adjustments						
Region (Indiana: 99%)	(\$5.80)	(\$1.50)	(\$0.40)	(\$0.06)		
Model Year (2012: 98.6%)	(\$8.04)	(\$2.22)	(\$0.55)	(\$0.08)		
Ownership (100%)						
Operating (100%)						
Total:	\$566.16	\$156.18	\$39.05	\$5.86	\$12.00	\$15.22

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	58%	\$336.40 / mo
Overhaul (ownership)	28%	\$162.40 / mo
CFC (ownership)	4%	\$23.20 / mo
Indirect (ownership)	10%	\$58.00 / mo
Fuel (operating) @ \$3.45	78%	\$9.37 / hr

Revised Date: 2nd Half 2013



RIETH-RILEY CONSTRUCTION CO., INC.

POST OFFICE BOX 276 • INDIANAPOLIS, INDIANA 46206 • WWW.RIETHRILEY.COM

"100% Employee Owned"

March 17, 2014

Mr. Rob Kmetz
Engineering Technician
City of Westfield

RE: Ridgewood Neighborhood Water Main, Sanitary Sewer, & Storm Sewer Extension – Substantial Completion Time Extension Request

Mr. Kmetz,

As discussed in our 3/14/14 meeting, Rieth-Riley is requesting a time extension for the substantial completion of the Ridgewood project. This extension would be in addition to the 15 days previously granted. All delays were due to weather. Let me know if you have any questions.

January - 12th, 13th, 14th, 15th, 16th, 17th, 18th, 19th, 20th, 21st, 22nd, 23rd, 24th, 25th, 26th, 27th, 28th, 29th,

February - 1st, 2nd, 5th, 8th, 9th, 11th, 12th, 14th, 15th, 16th, 17th, 18th, 19th, 20th, 21st, 22nd, 27th, 28th

March - 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 10th, 11th, 12th, 13th, 14th

Total – 50 Days

Respectfully Submitted,

Rieth Riley Construction Co., Inc.

Eric Jordan

Digitally signed by Eric Jordan
DN: cn=Eric Jordan, ou=Rieth-Riley Construction Co.,
inc, email=eric.jordan@rieth-riley.com, c=US
Date: 2014.03.17 17:00:38 -0400

Eric Jordan
Project Manager – Indianapolis Area

CC: 3200505 Job File
David Dankert - General Superintendent, Rieth-Riley

1751 W. MINNESOTA • INDIANAPOLIS, INDIANA 46221 • TELEPHONE: (317) 634-5561 • FAX: (317) 631-6423

"AN EQUAL OPPORTUNITY EMPLOYER"

Continuing . . . ASSURANCE OF SKILL • INTEGRITY • RESPONSIBILITY • IN CONSTRUCTION

CITY OF WESTFIELD

TO: Sam Tolen
 Rieth-Riley Construction Co., Inc.
 P.O. Box 276
 Indianapolis, IN 46206

CONTRACT CHANGE ORDER NO.: 2
 DATE: 3/18/ 2014
 PROJECT NAME: Farr Hills Neihborhood Sanitary
Sewer and Water Main Extension
 ORIGINAL CITY P.O. NO.: _____

I. You are hereby directed to make the following changes in this contract:

<u>ITEM</u>	<u>AMOUNT</u>	<u>SCHEDULED ADJUSTMENT</u> <u>(+) OR (-) DAYS</u>
A3.70A Bore and Jack Obstruction	\$ 24,000.00 (See Attachment A)	0
A3.71A Lift Station Additional Work	\$ 5,877.38 (See Attachment A)	0
A3.72A Change to Spectr-Shield Lining	\$ 11,200.00 (See Attachment A)	0
Total Changes	\$ 41,077.38	

II. The following referenced documents further describe the changes outlined in Paragraph I, and are to be considered a part of this Change Order: R.F.P.: _____ W.D.C. No.: _____

The changes result in the following adjustment of Contract Price and Contract Time:

Contract Sum prior to this Change Order	\$ <u>1,582,011.15</u>
Contract Sum will be increased/decreased by this Change Order	\$ <u>41,077.38</u>
New Contract Sum including this Change Order	\$ <u>1,623,088.53</u>
Contract Time Prior to this Change Order	<u>Jan 4, 2014</u> Substantial Completion Date
	<u>Jan 24, 2014</u> Final Completion Date

Net ~~increased/decreased~~ resulting from this Change Order 80 Days
 Current Contract Time including this Change Order Mar 25, 2014 Substantial Completion Date
Apr 14, 2014 Final Completion Date

This Change Order is for full and final settlement of all direct, indirect, impact costs and time extensions incurred at any time resulting from the performance of the changed work.

The Above Changes are Recommended:	The Above Changes are Accepted:	Approved:
<u>VS Engineering, Inc.</u> Engineer	<u>Rieth Riley Construction Co., Inc.</u> Contractor	<u>City of Westfield</u> Owner
<u>4275 N. High School Road,</u> Address	<u>P.O. Box 276</u> Address	<u>2706 East 171st Street</u> Address
<u>Indianapolis, IN 46254</u> City/State/Zip	<u>Indianapolis, IN 46206</u> City/State/Zip	<u>Westfield, IN46074</u> City/State/Zip
By: _____	By: _____	By: _____
Phone: <u>317-293-3542</u>	Phone: <u>317-494-2274</u>	Phone: <u>317-804-3137</u>

Date: _____

Date: _____

Date: _____

The 2014 Resurfacing and Road Maintenance Program consist of multiple work groups:

- A. ~17,345 SYD of 2.0" Mill and 1.5" Resurfacing of E Greyhound Pass from 151st St to Oak Ridge Rd.
- B. ~16,020 SYD of 2.0" Mill and 2.0" Resurfacing of Westfield Blvd/S Union St from US 31 to Valley Farms Dr.
- C. ~260 SYD of 1.5" Milling and Resurfacing of the northbound lane of Gray Rd 1400' north of 146th St.
- D. ~1,850 SYD of Milling and 1.5" Resurfacing of Countryside Blvd from 169th St to Brooksbury Dr. to include an ~867 SYD Full Depth Patch.
- E. ~6,900 SYD of Wedge & Level and 1.5" Resurfacing of Shady Nook Rd from SR 32 to 160' north of Sanibel Circle.
- F. ~13,360 SYD of Wedge & Level and 1.5" Resurfacing of Carey Rd from to 151st St to 100' south of 161st St.
- G. ~11,600 SYD of 2.0" Mill and 2.0" Resurfacing of 171st ST from Carey Rd to Union St.
- H. ~7,300 SYD of Wedge & Level and 1.5" Resurfacing of Towne Rd from 166th St to Little Eagle Creek.
- I. ~5,800 SYD of Wedge & Level & 2,500 SYD of 1.5" Milling and Resurfacing of Towne Rd from 161st St to 166th St.
- J. ~17,600 SYD of Wedge & Level and 1.5" Resurfacing of Towne Rd from 146th St to 161st St.
- K. Remove and replace the asphalt parking lot (~2,100 SYD) with roller compacted concrete at the Westfield Public Safety Building (17535 Dartown Rd.)
- L. 1.5" Mill & Resurface the northwest entrance and main parking lot (~1,860 SYD) at the Westfield Public Safety Building (17535 Dartown Rd.)
- M. 1.5" Mill & Resurface the south west parking lot (~1,595 SYD) at the Westfield Public Safety Building (17535 Dartown Rd.)
- N. 1.5" Mill & Resurface the south east parking lot (~1,857 SYD) at the Westfield Public Safety Building 17535 Dartown Rd.
- O. ~6,000 SYD of 2.0" Milling and 2.0" Resurfacing of East St from SR 32 to Hoover St to include a ~56 SYD Full Depth Patch.
- P. Total for Groups A-O

The results of the 2014 Resurfacing Bid opening held on March 18, 2104 are as follows:

	Low Bidder	Amount	Contractor Totals
Group A - Mill and Resurface Greyhound Pass	Rieth Riley	\$111,786.81	\$111,786.81
Group B - Mill and Resurface Westfield Blvd/ S. Union St	E&B	\$144,748.41	\$144,748.41
Group C - Mill and Resurface Gray Rd	Calumet	\$6,696.00	\$6,696.00
Group D - Mill and Resurface Countryside Blvd	Baumgartner	\$37,440.00	
Group E - Wedge and Level Shadynook Rd	Baumgartner	\$97,567.00	
Group F - Wedge & Level Carey Rd	Baumgartner	\$193,990.00	
Group G - Mill and Resurface 171st St	Baumgartner	\$112,086.00	
Group H - Wedge & Level Towne Rd	Baumgartner	\$103,611.00	
Group I - Wedge & Level Towne Rd	Baumgartner	\$94,634.00	\$639,328.00
Group J - Wedge & Level Towne	Milestone	\$228,000.00	
Group K - Roller Compacted Concrete Public Safety Parking Lot	Milestone	\$77,000.00	\$305,000.00
Group L - Mill and Resurface Public Safety Parking Lot	Grady Bros	\$16,835.00	
Group M - Mill & Resurface Public Safety Parking Lot	Grady Bros	\$15,442.00	
Group N - Mill and Resurface Public Safety Parking Lot	Grady Bros	\$16,837.00	
Group O - Mill and Resurface East St	Grady Bros	\$61,036.00	\$110,150.00
Group P - Combination of all Projects	Baumgartner		\$1,330,235.70
	Total for Individual Projects	\$1,317,709.22	
	Total for single contractor to do all	\$1,330,235.70	

It is the recommendation of the Engineering department that all projects be done.

Prepared by:

Approved by:

Robert Kmetz

Neil VanTrees, P.E.

Engineering Technician

Engineer



Mayor
Andy Cook

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

Clerk Treasurer
Cindy J. Gossard

Parks and Recreation

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

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

To: Westfield Board of Works

From: Melody Jones

CC: Todd Burtron

Date: March 20, 2014

RE: Parks Department Report for March 2014

Dear Board Members:

Move the Snow, Prepare for Grow: Clean up and recovery from winter storms has been a large focus this month, accompanied by continuing projects and preparation for spring events.

Grant Award: We have been given informal permission to utilize funds reimbursable through the IDNR Urban Forestry Grant in the amount of \$4,800, beginning this month. As previously noted in February, this grant will pay the salary of an intern for the summer to complete the City tree inventory. We await official release, and should receive it by March's end.

Maintenance Division: Hazardous tree removal has begun and the tree inventory in the parks is nearly completed, with only one park remaining. The assessment will be completed by the end of March, as scheduled. Much of the Maintenance Division's time has been spent on snow removal and winter recovery.

Chris McConnell is in the midst of three landscaping plans for the proposed roundabouts at 161st and Carey Road, 161st and Oak Rd and 156th and Springmill Road, being constructed by the City in 2014 and 2015.

Programming: Brittany Goger has worked diligently to finish our summer edition of the 2014 Grand Guide. The guide has been finalized and sent to press, with a schedule to hit mailboxes on April 1st. New offerings in our second year include summer camps, disc golf lessons in preparation for the opening of our disc golf course later this year and free ESL classes.

Special Events: All events through the end of 2014 are at varying stages in the planning process. The Arbor Day Tree Planting and Giveaway on April 26th is seeing added attention from Amanda Jackson and the rest of the team as we coordinate event and volunteer preparation. Jordan McBride will be meeting with the Boy Scouts of America with aspirations to create a partnership, allowing scouts to earn badges through nature and preservation-based volunteerism.

Teresa Evans in the Communications Department has finished the sponsorship booklet for 2014. Opportunities are being presented personally, and support campaigns via Twitter and Facebook have commenced.

Parks and Recreation

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

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



Mayor
Andy Cook

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

Clerk Treasurer
Cindy J. Gossard

Performance & Maintenance Bonds Release

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

Performance Bonds Release

- West Haven Sections 3, 4, 5, 7 (water)
- Centennial South (water and sanitary)
- Kroger at Noble West (water)
- Noble West Shoppes Phase II (water)
- Water Connection at Noble West II (water)
- Viking Meadows Blue Grass 2 (monuments and markers)
- Viking Meadows Meadowlands 2 (monuments and markers)
- Viking Meadows Meadowlands 3 (monuments and markers)
- Viking Meadows Meadowlands 4 (monuments and markers)
- Viking Meadows Two Gaits 1 (monuments and markers)
- Viking Meadows Two Gaits 2 (monuments and markers)
- Viking Meadows Valley View 2 (monuments and markers)

Maintenance Bond Release

- Autozone (water, sanitary, storm)

The Westfield Public Works Department recommends that the Board of Public Works and Safety approve the release of these Performance & Maintenance Bonds.

Public Works Department

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

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



Board of Works

Andy Cook
Randy Graham
Kate Snedecker

Clerk Treasurer

Cindy J. Gossard

Memorandum

To: Westfield Board of Public Works & Safety

Date: March 27, 2014

Re: Westfield Water Inspection Services Contract

Our existing inspection and project management team historically spent 50% of their time on sewer and water inspections. With the sale of the utility, there was an opportunity to create a revenue stream with minimal impact to our existing team. Given the anticipated growth in Westfield, Westfield Water (*CEG's Westfield Utility*) sent out a Request for Proposals for inspection services. The Department of Public Works was successful in retaining those services against the private sector at \$60 per hour rate. The draft agreement is a three year contract and has been written to include no less than 80 hours per week of billable inspection services. This amounts to revenues of not less than \$250,000 annually.

We request that the Board of Public Works & Safety grant the Director of Public Works the authority to finalize the agreement once it has been resubmitted by CEG for execution by the City of Westfield.

Public Works Department

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

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

~~CP~~ Replm "PROFESSIONAL - ENGINEERING" w/ INSPECTION

PROFESSIONAL ENGINEERING MASTER SERVICES AGREEMENT

This **PROFESSIONAL ENGINEERING MASTER SERVICES AGREEMENT** ("Agreement") is made and entered into as of the _____ day of _____, 20____, by and between [Select Owner Name] with an address of 2020 North Meridian Street, Indianapolis, Indiana 46202, ("Owner") and _____ ("Engineer") with an address of _____.

ARTICLE I INITIAL INFORMATION AND GENERAL REQUIREMENTS

- 1.1 **Statements of Work.** From time to time, as requested by Owner and agreed to by Engineer, Engineer will provide the engineering, design, project administration and other services and related Deliverables (as defined in this Agreement) set forth in such mutually-accepted Statements of Work as may be issued later and all services and deliverables that are reasonably necessary to complete the Project (as defined in each Statement of Work) and produce the results intended ("Services"). Such Statements of Work shall be in the form attached as **Exhibit A**. Nothing in this Agreement shall require Owner to procure any minimum amount of Services from Engineer.
- 1.2 **Changes to the Services.** Owner may change the Services set forth in a Statement of Work, including by adding or deleting scope, by sending written notice to Engineer. Should Engineer believe that such changes require an equitable adjustment in Engineer's compensation or schedule for its Services (including the costs of revisions to Deliverables previously prepared) or other terms of the Statement of Work, it shall notify Owner in writing of its request for such adjustments no later than fourteen (14) calendar days following its receipt of such changes from Owner; provided, however, that in no event shall such written request for adjustments be provided to Owner after Engineer's commencement of the changed Services. Except as otherwise instructed in writing by Owner, Engineer shall not commence the changed Services until Owner and Engineer have mutually accepted Engineer's timely requested adjustments, if any, to its compensation or schedule for its Services or other terms of the Statement of Work. No changes to the Services or Deliverables shall be made by Engineer except with Owner's prior written agreement in accordance with the terms of this Section 1.2.
- 1.3 **Standard of Care.** Engineer shall perform the Services in conformity with the professional and technical standards of reasonable care, skill, prudence, and diligence ordinarily used and exercised by members of the engineering profession who are familiar with projects of the same type, nature, complexity, and size as the Project. ~~When applicable law requires any Services to be performed by licensed professionals, Engineer shall provide those Services through the performance of persons or entities duly licensed to practice their professions.~~
- 1.4 **Compliance with Law.** Engineer and its Services and Deliverables shall comply with all applicable federal, state and local laws, rules, codes, ordinances, regulations, and orders and applicable industry standards. In the event of any changes (or any pending changes of which Engineer becomes aware) to such applicable laws, rules, codes, ordinances, regulations, orders, or standards, Engineer shall promptly notify Owner and shall propose modifications to the Services that will minimize the impacts of such changes to Owner and the Project.

STRIKE 2

Comment [A1]: Highly doubtful if this would ever be needed. Potentially strike this clause?

1.5 **Relationship of Parties.** Engineer acknowledges Owner's reliance upon Engineer's special and unique abilities and skills to perform the Services and accepts the relationship of trust and confidence established between it and Owner by this Agreement. Except as otherwise provided in the Statement of Work, Owner will provide customary information regarding the requirements for the Project, and Engineer agrees to perform the Services so as to further the interest of Owner with respect to such requirements, including Owner's program, design criteria and intent, budget, schedule, and procedures. Engineer shall consider and propose to Owner for Owner's written approval such alternative designs, materials, equipment, and construction for the Project as may further such interests of Owner. Except with Owner's prior written consent, Engineer shall not engage in any activity or accept any employment, interest, or contribution that would reasonably appear to compromise Engineer's professional judgment.

VALUE ADD
~~IS~~
TO REMAIN

Comment [A2]: Strike/delete?

1.6 **Cooperation.** Engineer will cooperate with, and coordinate its Services and Deliverables with the services, deliverables, and work of, other consultants and contractors retained by Owner with respect to the Project. Engineer shall attend such meetings and hearings and provide such Deliverables, information, certificates, and documents as may be requested by Owner with respect to the design, permitting, development, or construction of the Project. Upon request by Owner, Engineer shall file such Deliverables and documents and contact governmental authorities with jurisdiction over the Project so as to obtain their approval of Engineer's Deliverables. Owner will give Engineer reasonable access to the Project sites as required for its performance of the Services.

STRIKE R

Comment [A3]: Not needed for this type of work

1.7 **Design Review.** If the Services include Engineers use, completion, or evaluation of any designs, drawings, specifications, reports, studies, submittals, or other documents or services provided to Engineer by Owner or by an architect, engineer, consultant, or contractor not retained directly or indirectly by Engineer, Engineer shall take reasonable and prudent steps to verify the accuracy and completeness of such items and shall promptly report in writing to Owner any conflict, error, or omission Engineer discovers by such investigation and verification. Engineer shall assume all risks and shall be liable to Owner for any damage, loss, cost (including reasonable attorneys' fees), or liability arising from any conflicts, errors, or omissions in such items which are not discovered by Engineer due to its failure to conduct such reasonable and prudent verification or which are discovered by Engineer but not promptly reported in writing to Owner.

STRIKE R

Comment [A4]: Strike...not part of Westfield's responsibilities?

1.8 **Notification of Defects by Engineer.** If Engineer observes or otherwise acquires (or should have acquired through the exercise of reasonable diligence) knowledge of any fault, defect or non-conformity in the design, development, or construction of the Project, Engineer shall give prompt written notice to Owner. Engineer shall be liable to Owner for any damage, loss, cost (including reasonable attorneys' fees), or liability arising from its failure to give such notice to Owner.

1.9 **Notification of Defects by Owner.** If Owner's designated representative acquires actual knowledge of any fault or defect in the Services or Deliverables or of any default by Engineer, Owner shall give prompt written notice to Engineer. However, in no event shall Owner be required to verify the accuracy or completeness of the Services or Deliverables nor the compliance of the Services or Deliverables with the requirements of this Agreement, the Statement of Work, or any applicable laws, rules, codes, ordinances, regulations, orders, or standards, as such verification obligations are solely the responsibility of Engineer. Any approval or submission of

the Services or Deliverables by Owner shall not be deemed to relieve Engineer of its obligations under this Agreement.

1.10 **Correction of Services.** If the Services or Deliverables fail to comply with the requirements of this Agreement or the Statement of Work, then Engineer, at its own expense, shall promptly perform such additional services and make such revisions or corrections to the Services or Deliverables as required to cure such default.

1.11 **Scheduling & Liquidated Damages.** Time is of the essence of this Agreement. Owner shall furnish Engineer with information and services, and shall render approvals and decisions with respect to the Services, as required of Owner under the Statement of Work in a timely manner. Engineer shall perform and complete the Services and provide the Deliverables strictly in accordance with each Milestone listed in the Statement of Work and shall perform the Services in such a manner so as to not impede or delay the services or work being done by other consultants or contractors retained by Owner. ~~Because the parties agree that quantifying losses arising from Engineer's delay in providing each Deliverable strictly in accordance with the applicable Milestone is inherently difficult, they have agreed that Engineer should be liable for Liquidated Damages in the amounts listed in Section 5 of Exhibit A, not as a penalty, but rather as a reasonable measure of damages, based upon the parties' experience in the industry and given the nature of the losses that may result from such delay. For any other type of delay, hindrance, disruption or interference by Engineer in the commencement, prosecution, or completion of the Services or the design, permitting, development, or construction of the Project, Engineer shall be liable to Owner for any actual damage, loss, cost (including reasonable attorneys' fees), or liability arising from such delay, regardless of whether liquidated damages have been assessed as a result of Engineer's failure to meet the any related Milestones.~~

STRIKE
"NO LIQUIDATED
DAMAGES" R

WHAT PERFORMANCE
METRICS? R

Comment [A5]: Most likely will not have liquidated damages. Will use Performance metrics that, if not adhered to will result in actions including potential termination of Contract

1.12 **Engineer's Warranties.** Engineer warrants that it is, and will remain through the term of this Agreement, authorized to do business in Indiana, authorized to perform the Services required, financially solvent and able to pay all of its debts as they become due, and in possession of sufficient working capital to perform its obligations under this Agreement.

1.13 **Taxes.** Owner is a utility and it may be exempt from certain Indiana sales, use and other taxes. In no event shall Owner be liable for any taxes from which Owner is exempt. Upon Engineer's request, Owner will provide tax exemption certificates with respect to such taxes.

ARTICLE II ENGINEER'S COMPENSATION

2.1 **Compensation & Limitation of Liability.** Owner will compensate Engineer for the Services (including the delivery of the Deliverables) in the amount set forth in the Statement of Work and the terms and conditions of this Agreement. Engineer waives any right it has to any additional compensation in excess of the amount set forth in the Statement of Work, except for amounts approved in advance in writing by Owner for a change in the Services as set forth in Section 1.2, and in no event shall Owner be liable to Engineer for incidental or consequential damages of any type, including, without limitation, losses of business, reputation, or profit (except profit on the Services and Deliverables as set forth in the Statement of Work).

2.2 **Invoice Amount.** Subject to the limitations in Section 2.2.1, Engineer shall submit to Owner an invoice for the Services properly completed through the date submitted, including all incurred reimbursable expenses (as defined in the Statement of Work) that are related to such Services. Such invoices shall be submitted promptly following Engineer's proper completion of each Milestone set forth in the Statement of Work. If no Milestones are set forth in the Statement of Work, Engineer shall submit an invoice on or before the 10th day of each month for all Services rendered, and all allowable reimbursable expenses incurred, through the end of the preceding month; provided, however, that in no event shall the amount of compensation due to Engineer under such invoice exceed the percentage of the total compensation set forth in the Statement of Work that is proportional to the percentage of Services properly completed through the end of the preceding month.

Comment [A6]: Can DPW have Invoices submitted by 10th of Month for previous month works

2.2.1. **Compensation Schedule and Invoices that Exceed the Compensation Maximum.** This Section 2.2.1 shall apply unless the approved Statement of Work expressly excludes it. Using the most current approved Project Milestone Schedule and beginning within ten (10) business days after receiving the purchase order referred to in Section 11 of Exhibit A and by the 10th of each month thereafter, Engineer shall prepare, submit, and update, for Owner's review and approval, a detailed schedule of monthly compensation throughout the duration of Engineer's Services ("Project Compensation Schedule"). Each monthly update shall take into account any change in any approved project scope. Engineer's invoices shall adhere to the Project Compensation Schedule as the Project progresses with a maximum ten percent (10%) excess variance allowed, that is, 10% greater than the Project Compensation Schedule for a particular month's invoice (the "Compensation Maximum"). Unless a variance from the Compensation Maximum is approved in writing in advance by Owner at least 45 days prior to the date of Engineer's invoice, Engineer's invoice shall not exceed the Compensation Maximum.

Comment [A7]: This will not apply to contract with Westfield

- 2.3 **Invoice Procedures.** Engineer's invoices shall be in a form reasonably acceptable to Owner and shall be supported by such detailed documentation supporting Engineer's right to the requested payment as Owner may reasonably require (including, without limitation, evidence of completion of the designated Milestone, evidence of delivery of any required Deliverable, invoices from subconsultants and vendors, time sheets with respect to any amounts based on hourly rates, and receipts for reimbursable expenses).
- 2.4 **Lien Waivers.** With each of its invoices, Engineer shall provide (on its own behalf and on behalf of its subconsultants and vendors) such lien waivers, sworn statements, and other Deliverables and documents as Owner may reasonably require. The delivery of such complete and executed lien waivers, sworn statements, and other Deliverables and documents to Owner shall be a condition precedent to any obligation of Owner to make any payment on the invoice.
- 2.5 **Reimbursable Expenses.** Unless otherwise agreed in the Statement of Work, reimbursable expenses are the actual, reasonable direct costs (without mark-up) incurred by or through Engineer for the expenditures allowed by the Statement of Work and directly related to the Project. Except as otherwise specifically approved in advance in writing by Owner, reimbursable expenses shall not include any expenses incurred by or through Engineer prior to the effective date of the Statement of Work, amounts for Engineer's or its subconsultants' or vendors' general overhead or principal office expenses (including insurance premiums), or for payment of overtime rates or premium labor rates, or any amounts incurred due to the fault, neglect, or breach of this

Agreement by Engineer. When any expenditure requires Owner's advance approval, the costs shall not be reimbursed to Engineer in the absence of such approval.

- 2.6 **Payment Terms.** Except as otherwise provided in the Statement of Work or permitted under this Agreement, Owner shall make payment on Engineer's invoices in the amount properly due, owing, and unpaid to Engineer within thirty (30) days of Owner's receipt of such invoice and all supporting documentation, lien waivers, sworn statements, and other related documents.

Comment [A8]: OK with Westfield?

- 2.7 **Withholding Payment.** Owner shall have the right to withhold from payments otherwise due to Engineer such amounts as may be necessary to protect Owner from any damage, loss, cost (including reasonable attorneys' fees), or liability arising from Engineer's failure to perform in accordance with the terms of this Agreement, including, without limitation, as a result of: (1) delays, errors, or omissions in the Services or Deliverables; (2) third-party claims filed or reasonable evidence indicating probable filing of such claims (unless security acceptable to Owner is provided by Engineer); (3) failure of Engineer to make payments to its subconsultants or vendors (unless security acceptable to Owner is provided by Engineer); (4) reasonable evidence that the Services or Deliverables cannot be completed for the unpaid balance of the compensation set forth in the Statement of Work; or, (5) damage to or losses, costs (including reasonable attorneys' fees), or liabilities of Owner or its affiliates, subsidiaries, successors or assigns or any separate consultants or contractors retained by Owner for which Engineer is responsible under the terms of this Agreement or applicable law.

Comment [A9]: This will be based upon performance metrics. I don't see this as kicking in but could

- 2.8 **Notification to Engineer.** If Owner determines that Engineer is not entitled to all or part of the amount requested in an invoice submitted in accordance with this Agreement, Owner will promptly notify Engineer in writing of its decision to withhold such payment. The notice shall indicate the amount Owner is withholding from such payment and the reasons for the withholding. When Owner determines that the reasons for the withholding have been cured by Engineer, it will release such withheld amounts that are properly due, owing, and unpaid to Engineer. If Engineer objects to such withholding, it may challenge such determination by Owner in accordance with the dispute resolution procedures below.

- 2.9 **Subconsultant and Vendor Payments.** ~~Engineer agrees that payments received from Owner shall be held in trust for payment to subconsultants and vendors who have provided Services through Engineer. Engineer shall pay its subconsultants and vendors for all Services in accordance with the terms of its agreements with them and as required by applicable law. Owner reserves the right, but has no obligation, to make payments for the Services through the use of joint checks payable to Engineer and any of its subconsultants or vendors or it may pay Engineer's subconsultants or vendors directly. Any amounts so paid by Owner shall be credited against Owner's obligation to pay Engineer the compensation set forth in the Statement of Work.~~

Comment [A10]: Not anticipating Westfield to use any staff but their own

- 2.10 **No Waiver by Owner.** No payment to Engineer or its subconsultants or vendors, nor any use of the Project, shall operate as an approval or acceptance by Owner of the Services or Deliverables or as a release of Engineer from any of its obligations.

- 2.11 **Final Payment to Engineer.** Acceptance by Engineer of any sum tendered by Owner as final payment under a Statement of Work shall constitute a waiver of all claims of Engineer and its subconsultants and vendors with respect to the Services performed in connection with those

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payments, except those claims identified by Engineer in writing as unresolved in its invoice for such final payment.

- 2.12 **Records and Audits.** Engineer shall exercise reasonable accounting controls necessary for the proper financial management of the Project and shall keep full, detailed, and accurate accounts with respect to all Services and related expenses in accordance with industry standards and generally acceptable accounting principles. Such controls and accounts shall be reasonably acceptable to Owner. All related records (along with copies of all Deliverables and of Engineer's electronic records and other documents related to the Project) shall be maintained by Engineer, and available at all reasonable times to Owner and its designees for inspection, audit, and copying, for a period of ten years following termination of this Agreement (or such longer period as may be required by law).

ARTICLE III OWNERSHIP AND USE OF DOCUMENTS

- 3.1 **Work-for-Hire Deliverables.** The designs, drawings, specifications, reports, studies, submittals, estimates, schedules, building information model, data, information, and other documents and services, including those in electronic form, prepared, provided or procured by or through Engineer under this Agreement ("Deliverables") have been created as "works-for-hire" and (except with respect to any standard specifications or submittals of Engineer or its subconsultants or vendors) shall be the exclusive property of Owner. Engineer and each of its subconsultants and vendors shall assign and transfer to Owner all property rights, including, without limitation, copyrights, to all Deliverables (except such standard specifications or submittals) and shall execute such documents as may be reasonably requested by Owner to confirm Owner's ownership of such Deliverables. All Deliverables shall be provided promptly to Owner in the formats that Owner reasonably requests.
- 3.2 **License to Deliverables.** In the event any Deliverables are not deemed to be the property of Owner for any reason, Engineer and each of its subconsultants and vendors hereby grant to Owner an irrevocable, paid-up, royalty-free and exclusive license to reproduce, use, modify, and make derivative works from all such Deliverables for the design, permitting, development, construction, maintenance, renovation, expansion, modification, or operation (and other similar concepts) of the Project, including the right to sublicense or assign such license to any person or entity; provided, however, that this license shall be non-exclusive with respect to any standard specifications or submittals of Engineer or its subconsultants or vendors.
- 3.3 **Release of Engineer.** Engineer and its subconsultants and vendors shall have no liability to Owner arising from (a) the use of a Deliverable on any project other than in connection with the Project described in the applicable Statement of Work or (b) the modification of, or derivative works made from, a Deliverable by any person or entity other than Engineer.
- 3.4 **Indemnity for Infringement.** Engineer warrants that the Services and Deliverables do not infringe on any copyrights, patents or other rights of any third party. Engineer shall defend and indemnify ~~Owner~~ and its affiliates, subsidiaries, successors, and assigns and each separate consultant and contractor ~~retained by Owner~~ with respect to any Project, from and against all actions, damages, losses, costs (including reasonable attorneys' fees), and liabilities arising out of any claim of infringement with respect to the Services or Deliverables.

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ARTICLE IV INSURANCE

- 4.1 **Engineer's Insurance.** Upon entering into this Agreement, and prior to commencing performance of any Services, Engineer and its subconsultants and vendors shall secure and maintain without cost to Owner (including responsibility for deductibles and self-insured retention amounts) insurance that will protect Engineer, Owner, CWA, and each of their affiliates, subsidiaries, successors and assigns and each separate consultant and contractor retained by Owner with respect to any Project from claims which may arise out of or result from the Services, whether such Services are performed by Engineer or by its subconsultants or vendors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall be for no less than the amount specified in, and shall extend for no shorter period than required by, the Statement of Work (or such greater amount or such longer period of time as may be required by applicable law).
- 4.2 **Approval of Insurers.** The insurance shall be placed with companies of which Owner approves, in its sole discretion, and that have insurer ratings no lower than "A-" in the latest edition of A.M. Best's Insurance Guide. REGIONS INSURANCE JR
- 4.3 **Evidence of Coverage.** Engineer shall provide evidence of all insurance required under this Agreement or the Statement of Work by providing to Owner promptly upon request certificates of insurance along with all related additional insured and waiver of subrogation endorsements. Complete copies of such insurance policies required of Engineer or its subconsultants or vendors, including all endorsements, shall be provided to Owner promptly upon request. To the extent permitted by law, all such policies and each certificate of insurance shall provide that the indicated insurance will not be materially altered, reduced or canceled prior to at least ten (10) calendar days after written notice by certified mail of such cancellation or change has been provided by the respective insurer or Engineer, and has been received by Owner. No less than fourteen (14) calendar days prior to the expiration, cancellation, or termination of any such policy, Engineer shall supply Owner with new certificates of insurance and additional insured and waiver of subrogation endorsements evidencing all required insurance.
- 4.4 **Failure to Maintain Insurance.** If Engineer or any of its subconsultants or vendors fail to provide or maintain the required insurance, Owner (a) may regard the failure as a material breach of this Agreement and (b) shall have the right, but not the duty, to obtain such required insurance as it may, in its sole discretion, deem prudent. Any such costs may be deducted from any payment otherwise due to Engineer or, upon demand, shall be paid by Engineer as an immediate reimbursement to Owner. Engineer shall be responsible for all damages, losses, costs (including reasonable attorneys' fees), and liabilities arising out of any failure by Engineer or its subconsultants or vendors to provide or maintain the required insurance.
- 4.5 **Status of Additional Insureds.** All insurance required of Engineer or its subconsultants or vendors shall be primary and non-contributory with respect to any insurance maintained by Owner or its affiliates, subsidiaries, successors, and assigns, and each separate consultant and contractor retained by Owner for any Project. If Engineer or its subconsultant or vendor procures insurance

Comment [A11]: ?? Is Westfield Self Insured or who do they use?

Comment [A12]: Any issue with this?

with limits in excess of the required amounts, the additional insureds of such insurance shall be additional insureds with respect to the full limits of such policies.

- 4.6 **Waiver of Subrogation.** Engineer's and its subconsultants' and vendors' insurance carriers shall have no right of subrogation against Owner or its affiliates, subsidiaries, successors, and assigns, or each separate consultant and contractor retained by Owner with respect to any Project, or any of their respective trustees, directors, officers, consultants, agents, or employees. Engineer and its subconsultants and vendors waive all claims they may otherwise have against such persons and entities covered (or required to be covered under the terms of this Agreement or the Statement of Work) by insurance policies of Engineer or its subconsultants or vendors. Engineer shall obtain from each of its subconsultants and vendors and of their respective insurers a waiver of such claims and rights of subrogation in favor of these same protected persons and entities.

ARTICLE V TERMINATION AND SUSPENSION

5.1 Termination for Cause.

- 5.1.1 **Termination by Owner.** If Engineer at any time is in material breach of this Agreement or any Statement of Work, Owner may, at its election and in addition to any other rights it may have under applicable law, terminate this Agreement, the Statement of Work, and/or any or all other Statements of Work, each in whole or in part. Unless such breach is cured to the satisfaction of Owner during the following period, the termination shall be effective fourteen (14) calendar days following written notice to Engineer. R

- 5.1.2 **Termination by Engineer.** If Owner at any time is in material breach of any Statement of Work, Engineer may terminate the applicable Statement of Work. Unless such breach is cured to the satisfaction of Engineer during the following period, the termination shall be effective thirty (30) calendar days following written notice to Owner. 30

- 5.1.3 **Notice of Termination.** A party's written notice under this Section 5.1 shall provide the defaulting party the specific reasons or grounds for the termination, along with reasonable supporting factual details and references to the terms of this Agreement or any applicable Statement of Work that it contends supports such termination.

- 5.1.4 **Payments Following Termination by Owner.** In the event of any termination by Owner under Section 5.1.1, Engineer shall not be entitled to receive any payments from Owner until each Project described in the terminated Statements of Work has been completed. If the unpaid balance of the compensation set forth in the terminated Statements of Work exceeds Owner's costs of obtaining (through replacement design professionals and other consultants) the required Services and Deliverables, plus all other damages incurred by Owner related to the termination or otherwise arising out of Engineer's breach, including Liquidated Damages, such excess shall be paid to Engineer promptly following the completion of each Project described in the terminated Statements of Work. If such costs and damages exceed the unpaid balance of the compensation set forth in such Statements of Work, upon demand by Owner, Engineer shall promptly pay the difference to Owner. Upon a demand for such a payment, Owner shall furnish to Engineer a reasonable accounting of the

costs incurred in obtaining the Services and Deliverables required under the terminated Statements of Work and such other damages recoverable from Engineer in accordance with this Agreement.

- 5.1.5 **Payments Following Termination by Engineer.** In the event of any termination by Engineer under Section 5.1.2, subject to the terms of Article II, Engineer shall be entitled to recover promptly from Owner payment for all Services and Deliverables properly performed and delivered to Owner prior to the effective date of such termination, plus such reasonable out-of-pocket demobilization expenses and third-party cancellation charges as may be incurred by Engineer on account of such termination. In no event shall Owner be liable for any payment for Services or Deliverables not performed and delivered, or not properly performed and delivered, to Owner, including, without limitation, any amount for Engineer's expected overhead or profit, or any other damages, costs or expenses resulting from Engineer's termination under Section 5.1.2 (except such demobilization expenses and cancellation charges that are permitted under this Agreement).
- 5.2 **Termination for Convenience.** This Agreement or any Statement of Work may be terminated by Owner in whole or in part without cause and for its convenience; such termination shall be effective fourteen (14) calendar days following written notice to Engineer. If Owner terminates for convenience, Engineer shall be compensated for all Services and Deliverables properly performed and delivered to Owner on the same terms as provided in Section 5.1.5.
- 5.3 **Termination Conversion.** If any termination by Owner under Section 5.1.1 is subsequently determined in legal proceedings to have been without sufficient cause or otherwise improper, then such termination shall be deemed to be a termination for convenience under Section 5.2.
- 5.4 **Suspension of Services.** Owner may instruct Engineer in writing to suspend its performance of any Services at any time. In such event, Engineer shall be entitled to submit an invoice for Services and Deliverables properly performed and delivered to Owner prior to the date of the suspension—payment for this shall be made by Owner in accordance with Article II. Upon written notice from Owner that such suspension of the Services has ended, Engineer shall promptly recommence its performance of the Services and, no later than fourteen (14) calendar days following its receipt of such notice from Owner, shall provide written notice to Owner of its request for an equitable adjustment in its compensation or schedule under Section 1.2.

ARTICLE VI DISPUTE RESOLUTION

- 6.1 **General.** Owner and Engineer are fully committed to communicating and working with each other so as to avoid or minimize disputes. If disputes do arise, Owner and Engineer will first attempt to resolve the dispute through prompt direct discussions between their designated representatives. If discussions do not resolve the dispute, upon request of either party, the principals of Owner and Engineer shall meet, no later than thirty (30) calendar days following the request, to attempt to resolve the dispute. Prior to the meeting, each party shall provide such relevant information and documents as the other party may reasonably request.
- 6.2 **Continuing Performance.** Pending resolution of any dispute between the parties, including those relating to any change in the Services by Owner under Section 1.2, Engineer shall proceed diligently with the performance and delivery of the Services and Deliverables as required by this Agreement,

and Owner shall continue to make payments to Engineer that are undisputed and due, owing, and unpaid under the terms of this Agreement.

- 6.3 **Mediation.** As a condition precedent to filing a demand for arbitration or claim in any court, all disputes between the parties related to the Services, Deliverables, or this Agreement shall be submitted to nonbinding mediation. Unless the parties mutually agree otherwise, mediation shall be in accordance with the Indiana Rules for Alternative Dispute Resolution then in effect. The parties shall share the mediator's fee equally. The mediation shall be held in Indianapolis, Indiana, and agreements of the parties reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.
- 6.4 **Arbitration.** If Owner and Engineer mutually agree to undertake binding arbitration to resolve any technical disputes with respect to the Services or Deliverables or other disputes, the arbitration shall be conducted in accordance with the AAA Commercial Arbitration Rules (as they may be modified by mutual agreement of the parties). The arbitration shall be held in Indianapolis, Indiana, and the award rendered shall be final and non-appealable and judgment may be entered upon it in accordance with applicable law in any court with jurisdiction. Owner and Engineer may include by joinder other persons or entities substantially involved in a common question of law or fact to be determined in the arbitration, provided that the party to be joined consents to the joinder.
- 6.5 **Litigation.** Any disputes between the parties not resolved under Sections 6.1, 6.3, or 6.4 shall be decided through litigation venued exclusively in the state courts located in Indianapolis, Indiana by trial to the bench. Trial by jury is expressly waived. Owner and Engineer (and its subconsultants and vendors) each consent to such exclusive venue and to personal jurisdiction over each of them by such courts, and Owner and Engineer (and its subconsultants and vendors) each waive any right to object to the exercise of personal jurisdiction by such courts.
- 6.6 **Costs of Dispute Resolution.** If Owner is the prevailing party in any arbitration conducted in accordance with Section 6.4 or in any litigation conducted in accordance with Section 6.5, it shall be entitled to recover from Engineer all reasonable costs incurred in such binding dispute resolution proceedings, including, without limitation, attorneys' fees, expert consultant expenses, arbitration or court filing and administrative fees, arbitrator compensation expenses, and costs incurred in obtaining, exchanging, or presenting evidence in such proceedings.

ARTICLE VII INDEMNIFICATION; MISCELLANEOUS

- 7.1 **General Indemnity.** To the fullest extent permitted by law, Engineer shall indemnify and hold harmless ~~Owner~~ ^{EACH OTHER}, its Affiliates, and all of its or their trustees, officers, directors, agents, and employees (collectively "Indemnitees") from and against all claims, suits, causes of action demands, losses, damages, costs, expenses, and fees, including attorneys' and consultants' fees, to the extent caused or alleged to have been caused by a negligent act, error, or omission, ~~of a professional service of Engineer or anyone directly employed by Engineer or for whom Engineer is responsible.~~ ^{EACH OTHER} Engineer also agrees to reimburse ~~Owner~~ ^{EACH OTHER} for its fees and expenses, including attorneys' fees, incurred to enforce the provisions of this paragraph.

- 7.1.1 **Types of Claims.** Without limiting the generality of the foregoing and, in addition to it, the indemnification, hold harmless, and other duties and obligations of Engineer under Section 7.1

Comment [A13]: Please read this section closely and comment

shall apply (a) to any claims, suits, demands, causes of action, damages, losses, costs and expenses, including reasonable attorney's and consultant's fees and court costs of whatsoever kind, nature, and type, whether based in contract, tort or otherwise, and (b) to the claims of whatsoever kind, nature, and type, whether based in contract, tort, or otherwise, of any other consultant, contractor, subcontractor, material supplier, or third party, or its employees, against any of the Indemnitees.

7.1.2 **Indemnity for Employees.** In any and all claims against any of the Indemnitees by any employee of Engineer ~~or anyone directly or indirectly employed by Engineer~~ or anyone for whose acts Engineer may be liable, the indemnification obligations under Sections 7.1 through 7.1.3 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Engineer under worker's compensation acts, disability benefit acts, or other employee benefit acts.

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7.1.3 **Indemnity for Non-Professional Services.** To the fullest extent permitted by law, Engineer shall indemnify, hold harmless, and defend the Indemnitees from and against all claims if caused in whole or in part by Engineer's negligent performance of non-professional services under this Agreement, provided that any such claim: (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible or real property, including the resulting loss of use and consequential and incidental damages, or is attributable to damages from economic harm or loss; and, (b) is caused by anyone directly or indirectly employed by it or anyone for whose acts it may be liable. The duty of Engineer to defend, indemnify, and hold harmless the Indemnitees under this Section shall exist regardless of whether or not the act giving rise to this duty is caused or claimed to have been caused, in part, by an Indemnatee and such duty shall be determined without regard to any apportionment of liability under the laws relating to Comparative Fault; provided, however, this provision does not apply to claims arising out of or caused by the sole negligence or willful misconduct of the Indemnitees. As used in this Agreement, "non-professional services" means services provided under any Statement of Work except those services excluded from coverage by ISO Commercial General Liability Form CG 00 01 04 13 (or its successor form), Section V – Definitions, definition of "Insured Contract" at Paragraph 9.f., sub-paragraphs (2) and (3).

7.2 **Indemnity for Payment Claims.** To the fullest extent permitted by law, provided that Owner has paid to Engineer all amounts properly due and owing under the terms of this Agreement, Engineer shall defend, indemnify, and hold harmless Owner and its lenders, investors, affiliates, subsidiaries, successors, and assigns from and against all actions, damages, losses, costs (including reasonable attorneys' fees) and liabilities arising out of any payment claim, lien, security interest, or other encumbrance against the foregoing indemnified entities or that attaches to the Deliverables or any other property of Owner or its affiliates (or any improvements now existing or to be constructed) arising out of or related to the provision of any Services or Deliverables by or through Engineer or its subconsultants or vendors. At its own cost, Engineer shall promptly obtain a release and waiver of any such payment claim, lien, security interest, or encumbrance upon demand by Owner or its affiliates.

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7.3 **Governing Law.** This Agreement and all matters related to it shall be governed by the laws of the State of Indiana without regard to its choice of law provisions.

7.4 **Precedence and Interpretation.** In resolving any conflicts or inconsistencies concerning the scope of the Services to be performed or Deliverables to be provided by Engineer or other rights

or obligations of Owner or Engineer under this Agreement or a Statement of Work, the document or provision expressing the greater quantity or better quality of Services or Deliverables, or imposing the greater obligation upon Engineer and affording the greater right or remedy to Owner, shall govern. Owner and Engineer agree that this Agreement shall be construed in a neutral manner and as if it was drafted jointly by the parties. All headings contained in this Agreement or a Statement of Work are for convenience of reference only and shall not affect the meaning or interpretation of any provision of this Agreement. Unless otherwise stated, words used in this Agreement or any Statement of Work that have well-known technical or construction or engineering industry meanings shall be construed in accordance with such recognized meanings.

- 7.5 **Severability.** Every provision of the Agreement and its application is intended to be severable such that, if any term, provision or application is illegal or invalid for any reason whatsoever, such term, provision or application shall be severed from the Agreement and shall not affect the validity of the remainder of the Agreement or other applications of such term or provision.
- 7.6 **Prior Work.** In the event that Engineer has performed or procured any Services or Deliverables prior to the date of the Statement of Work due to an authorization to proceed, letter of intent, or other written directive issued by Owner to Engineer, this Agreement and such Statement of Work shall govern such Services and Deliverables to the same extent as though such Services were performed and Deliverables provided after the date of the Statement of Work, and any amounts paid by Owner to Engineer on account of such Services or Deliverables shall be applied as a credit against Engineer's compensation.
- 7.7 **Independent Contractor Status; Designated Representatives.** Engineer agrees that it is an independent contractor of Owner. Nothing in this Agreement or any Statement of Work shall be construed to constitute Engineer as a partner, joint-venturer, co-principal, associate, affiliate, subsidiary, employee, or agent of Owner or any other Indemnitee. In each Statement of Work, each party shall designate an employee as the party's representative with respect to the Project. Except as provided in Section 1.3, such representative may be replaced by the party with reasonable advance notice to the other party.
- 7.8 **Third Party Beneficiary Rights.** Nothing set forth and contained in this Agreement or in any Statement of Work shall create or establish any contractual relationship or obligations between Owner and any of Engineer's employees, subconsultants, vendors, agents, or representatives, nor shall it create a cause of action in favor of any third party against Owner. There are no intended third party beneficiaries under this Agreement, and any and all rights and remedies are exclusively for the benefit of the parties, except that each of Owner's affiliates, subsidiaries, successors and assigns that are involved in the design, permitting, development, construction, or operation of any Project are intended beneficiaries of this Agreement with respect to the Services and Deliverables related to such Project.
- 7.9 **Engineer's Subconsultants.** Engineer shall not subcontract or delegate any obligation or duty without Owner's written consent. Engineer's Project staffing team, including any subconsultants, shall be designated in the Statement of Work, and Engineer shall not make any changes to this staffing without the prior written approval of Owner. Copies of each of Engineer's subconsultant and vendor agreements shall be furnished to Owner within fourteen (14) calendar days from the date of execution by Engineer. Engineer shall require each of its subconsultants and vendors to be

bound to Engineer by the terms of this Agreement and any Statement of Work to the extent applicable to the Services performed or Deliverables provided by such subconsultant or vendor and to assume towards Engineer all of the obligations and responsibilities which Engineer assumes in this Agreement toward Owner and its affiliates with respect to such Services and Deliverables. Engineer shall be fully responsible for all errors, omissions, or negligent acts of its employees and its subconsultants and vendors, and all persons and entities directly or indirectly employed by any of them, and all other persons and entities for whose acts Engineer is responsible under this Agreement or under applicable law. If Owner terminates this Agreement or any Statement of Work under Section 5.1 or Section 5.2, Owner shall have the right, but no duty, to have Engineer's subconsultant and vendor agreements assigned to it upon request, provided that Owner agrees to pay for all Services performed and Deliverables provided under such agreements arising after the effective date of such assignment. In no event shall Owner be liable for any amounts owed by Engineer to such subconsultants or vendors for Services performed or Deliverables provided prior to the date of such assignment, if any. Engineer shall execute such documents and take such other reasonable acts as necessary to effectuate any assignment requested by Owner in its sole discretion in accordance with this Section 7.9.

- 7.10 **No Agency Relationship.** Nothing in this Agreement or any Statement of Work shall be construed to create an agency relationship between Owner or its affiliates and Engineer. Engineer has no actual, implied or apparent authority, rights, duties, or powers to act for or on behalf of Owner or its affiliates, subsidiaries, successors, or assigns, or otherwise to bind or commit any of them to any third party, except as expressly provided in advance in writing by Owner.
- 7.11 **Successors and Assigns.** Owner and Engineer, respectively, bind themselves, their agents, partners, successors, assigns, and legal representatives to the other party to this Agreement and to the agents, partners, successors, assigns, and legal representatives of the other party with respect to all terms, duties, and covenants of this Agreement. Engineer shall not assign or transfer any interest in this Agreement without Owner's written consent. Owner may assign this Agreement or any Statement of Work to another entity upon ~~fourteen~~ ^{THIRTY (30)} calendar days advance written notice to Engineer, provided that such entity assumes Owner's obligations following the effective date of such assignment. Engineer shall execute such documents as may be reasonably requested by Owner to effectuate such assignment.
- 7.12 **Waiver.** No action or failure to act by a party shall constitute a waiver of any right or duty afforded that party under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement, except as may be specifically agreed in writing. Owner's right to require strict performance of the Agreement and each Statement of Work shall not be affected by any previous waiver or course of dealings. Owner's permitting Engineer to continue after any applicable completion deadline shall not be construed as a waiver of any claim for damages or increased costs.
- 7.13 **Publicity.** All publicity, press releases, or other announcements, and articles or publications relating to this Agreement, the Services, Deliverables, or any Project shall be subject to Owner's written pre-approval and shall not be published by Engineer or its subconsultants or vendors without such approval.
- 7.14 **Confidential Information.** Engineer and its subconsultants and vendors may be given access to

information that relates to Owner's or its affiliates', subsidiaries', successors', or assigns' past, present, and future research, development, products, services, customers, technical knowledge, and business activities, plans, and strategy. All such information is considered to be confidential ("Confidential Information"). Confidential Information also includes derivatives and modifications to preexisting Confidential Information. However, Confidential Information shall not include information that is independently developed without use of any Confidential Information, separately acquired from a third party that is not under an obligation of confidence with respect to such information, or that is or becomes publicly known through no breach of this Agreement. Engineer and each of its subconsultants and vendors agrees that all Confidential Information shall not be used except in the performance of the Services, nor shall it be disclosed to a third party unless such disclosure is reasonably necessary for the proper performance of the Services, Owner has given its prior written consent to such disclosure, or such disclosure is required by applicable law. Engineer and each of its subconsultants and vendors shall protect the confidentiality of all Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall Engineer or its subconsultants or vendors exercise less than reasonable care in protecting such Confidential Information. If Engineer or its subconsultants or vendors receive a subpoena or other legal demand for any Confidential Information, Engineer shall promptly notify Owner and shall reasonably comply and cooperate with Owner with respect to any response. All Confidential Information, including copies, shall be returned or destroyed upon the request of Owner, the completion or termination of the Services for which access to the Confidential Information was required, or the termination of this Agreement, whichever occurs first. Engineer agrees that an impending or existing violation of the confidentiality provisions of this Agreement would cause Owner or its affiliates, subsidiaries, successors, or assigns irreparable injury for which they would have no adequate remedy at law, and agrees that Owner shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it by law, without the posting of a bond or other security.

- 7.15 **Written Notice.** Whenever written notice is required to be sent under this Agreement, such notice shall be deemed to have been duly served if delivered in person to the designated representative of the party, delivered to such designated representative by certified mail, or delivered to the attention of such designated representative by a reputable delivery service to the address set forth in the preamble of this Agreement or such other address as Owner or Engineer may designate for itself in accordance with this Section 7.15.
- 7.16 **Non-Discrimination.** Engineer shall comply with all federal, state, and municipal and local laws, rules, ordinances, regulations, orders, notices, and requirements relating to non-discrimination in employment, fair employment practices, and equal employment opportunities and shall not discriminate against any employee or applicant for employment to be employed in the performance of the Services with respect to his or her hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of his or her race, creed, religion, color, sex, sexual orientation, gender identity, pregnancy, national origin, ancestry, age, disability, genetic information, veteran status, or any other characteristic or status protected by law. Engineer shall be responsible for and correct, at its own cost, any violations resulting from or in connection with the performance of the Services. Engineer shall promptly, upon demand, furnish such proof as Owner may reasonably require to demonstrate compliance with such requirements and correction of any violations. Engineer agrees to indemnify each of the

Indemnities from all actions, damages, losses, costs (including reasonable attorneys' fees), and liabilities arising directly or indirectly out of Engineer's or its subconsultants' or vendors' failure to comply with any such laws, ordinances, rules, regulations, orders, notices, or requirements or Engineer's failure to correct such violations. In addition, Engineer shall cause the requirements of this Section 7.16 to be included in all of its agreements with its subconsultants and vendors performing any portion of the Services or providing any Deliverables.

7.17 ~~Minority/Women/Veterans Business Enterprise Program.~~ Engineer shall fully comply with Owner's Supplier Diversity Utilization and Reporting Program ("Owner's Program") as in effect at the time of the effective date of the applicable Statement of Work. Good faith compliance with Owner's Program is a material condition of performance under this Agreement.

STRIKE J

Comment [A14]: This will not be a requirement of Westfield

7.18 **Drug Free Work Site.** Engineer shall develop and enforce a formal substance abuse policy with respect to the performance of all Services which is reasonably acceptable to Owner. Also, Owner has its own Drug Free and Smoke Free Program with which Engineer and each of its subconsultants and vendors are to comply as a condition of performance of the Services.

7.19 **Authority.** The undersigned represent that they are duly authorized representatives of the respective party and have full power, authority, and legal right to make the undertakings in this Agreement, to bind the respective party to these terms, and to execute this Agreement for and on the party's behalf. The parties acknowledge that they have each carefully read this Agreement, understand all of the terms of this Agreement, and have had the opportunity to be independently represented by counsel of their choice with respect to the terms of this Agreement.

7.20 **Execution in Counterparts.** This Agreement may be executed in counterparts by each party signing a separate signature page which then shall be furnished to the other party. Counterparts executed and distributed by email are acceptable and shall be considered as binding and effective as an original signature, and all of which together shall constitute one and the same instrument.

This Agreement represents the entire and integrated agreement between Owner and Engineer and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument approved and executed by both Owner and Engineer.

OWNER

ENGINEER

By: _____
Its Duly Authorized Representative

By: _____
Its Duly Authorized Representative

Printed Name and Title

Printed Name and Title

Date: _____

Date: _____

EXHIBIT A

ENGINEER STATEMENT OF WORK AND LIST OF DELIVERABLES

This Statement of Work is executed as of the ____ day of _____, 20__ by and between [Select Owner Name] ("Owner") and _____ ("Engineer"). Owner and Engineer agree that all of the Services authorized by this Statement of Work shall be subject to the terms and conditions set forth within the Master Professional Services Agreement between Owner and Engineer dated _____ (the "Master Agreement"). Upon execution of this Statement of Work, the Master Agreement shall be incorporated into and be considered a part of this Statement of Work as if set forth herein in its entirety. Any capitalized terms which are not defined herein shall have the meanings defined in the Master Agreement.

1. Contract Documents. The following Contract Documents are incorporated into and shall be a part of this Statement of Work as if fully stated herein:

- A. This Statement of Work and its Attachments;
- B. The Professional Engineering Master Services Agreement;
- C. The Rate/Fee Schedule (if any) attached hereto as Attachment ____;
- D. All parts of standards, reference manuals, regulations, and similar documents cited in this Statement of Work; and,
- E. The following documents (if any): _____.

2. Project Name, Description, and Number (the "Project"). The Project which is covered by this Statement of Work is named, described, and numbered as follows:

3. Engineer's Services. The Services to be performed by Engineer under this Statement of Work include all of the following:

4. Engineer's Deliverables. As part of Engineer's Services, Engineer shall provide the following Deliverables in addition to the Deliverables described in Section 3.1 of the Master Agreement:

5. Project Milestone Schedule & Liquidated Damages. The Project Milestone Schedule and Liquidated Damages are as follows:

Milestone: _____ Liquidated Damages: _____ per _____.

Milestone: _____ Liquidated Damages: _____ per _____.

6. Engineer's Key Employees and Project Staffing Team. The following are Engineer's Key Employees and subconsultants and vendors who will perform Engineer's Services, and, with respect to Key Employees, the corresponding percentage of that Key Employee's time that will be devoted to performance of Engineer's Services, and, with respect to subconsultants and vendors, the Services and

Deliverables to be provided by the subconsultant or vendor. Engineer shall not substitute or substantially revise the responsibilities of Key Employees nor change Key Employees without the prior written consent of Owner.

Name of Key Employee

% of Time for Services

Name of Subconsultant / Vendor

Services and Deliverables to be Provided

7. Compensation Schedule and Reimbursable Expenses. Engineer's Compensation for its Services shall be in accordance with the Agreement and the following Compensation Schedule. Engineer shall be compensated for Reimbursable Expenses according to the following Compensation Schedule subject to the limitations stated on the attached Exhibit A-1.

Compensation Schedule:

8. Engineer's Insurance Requirements.

Comment [A15]: Review closely

The following are the insurance coverage requirements of Engineer under the Agreement:

(a) Engineer shall maintain, at Engineer's sole cost and expense, such insurance as will provide protection from claims under Workers' Compensation Acts and other employee benefit acts; from claims for damages because of bodily injury, including death, to employees and all others; and from claims for damages to property, any or all of which may arise out of or result from Engineer's operations under this Agreement, whether such operations be by Engineer or by any subcontractor or subconsultant or anyone directly or indirectly employed by either of them.

(b) Engineer shall furnish Owner with a certificate of insurance, from companies satisfactory to Owner, evidencing coverage of not less than the following limits of liability and listing Owner and any affiliate or subsidiary described in Section 7.8 as additional insureds—utilizing endorsement CG2026 (07/04) in combination with CG2037 (7/04) or the equivalent which covers ongoing and completed operations—on a primary and non-contributory basis on all policies except Workers' Compensation and Professional Liability:

(c) Standard Workers' Compensation & Employer's Liability \$1,000,000

<u>Workers Compensation</u>	<u>Statutory</u>	<u>\$1,000,000</u>
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<u>Employer's Liability</u>	<u>\$1,000,000</u>
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Commercial General Liability:

(including, but not limited to, bodily injury, personal injury, property damages, contractual liability, and products-completed operations):

General Aggregate Limit	\$2,000,000
Products/Completed Operations	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000

Comprehensive Automobile Liability:
(including coverage for liability arising out of owned, non-owned and hired autos and for bodily injury and property damage):

Each Accident \$1,000,000

Engineer's Pollution Liability \$50,000

Umbrella Liability:
(including fire legal liability coverage in excess of and concurrent with the above liability coverages):

Combined Single Limit ⁵ ~~\$10,000,000~~

~~Professional Liability~~ ~~\$5,000,000~~

STRIKE JS

Comment [A16]: Not Required

(d) All such insurance policies shall be endorsed to provide a ten-day written notice of cancellation to the Owner. The Comprehensive General Liability policy and the Umbrella Liability policy shall contain contractual liability coverage for all of Engineer's indemnity obligations undertaken in this Agreement except its professional services indemnity set forth in Section 7.1.

9. Owner's Designated Representative.

10. Engineer's Designated Representative.

11. Effective Date. Notwithstanding anything herein to the contrary, this Statement of Work shall not be valid and enforceable unless and until Owner issues to Engineer a purchase order for this Statement of Work. The Effective Date for this Statement of Work shall be the date of such purchase order.

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work to be effective as of the Effective Date.

OWNER:

ENGINEER:

Signature

Signature

Print _____

Print _____

Title: _____

Title: _____

Exhibit A-1

Reimbursable Expenses

NONE JR

Comment [A17]: These will not apply.
Reimbursement for services on an hourly basis
inclusive of cost

Subject to the terms of the Agreement and this Exhibit A-1, Engineer shall be entitled to be reimbursed by Owner for only the following Reimbursable Expenses as set forth herein:

- Travel: Engineer will obtain written approval from Owner prior to proceeding with booking travel arrangements. Only upon approval being obtained shall Engineer pre-book travel arrangements in order to obtain reduced rates.
- Lodging (non Per Diem): When on approved business for Owner, single room rates, taxes, surcharges for telephone usage are reimbursable. Double occupancy is not authorized. Whenever possible, Engineer shall accommodate locations where Owner has established preferred corporate rates.
- Lodging (Per Diem): When authorized by Owner in advance and in writing.

Lodging billed at the published General Services Administration or Federal Per Diem rate for the city in which the Services is being performed. Receipts or additional documentation are not required.
- Business Meals where Owner employee is present: Owner is expected to pay for the meal. In the event that Engineer pays for Owner employee(s) meal, Engineer must document their names and the purpose of the meal. The original receipt from the establishment (not the credit card receipt) must support meal charges.
- Personal Meals (non Per Diem): Only during travel as a direct result of the engagement, where no per diem is being provided. Reimbursement for alcohol is not permitted at any time.
- Personal Meals (Per Diem): When authorized by Owner in advance and in writing.

Meals will be billed at the published General Services Administration or Federal Per Diem rate for the city in which the Services are being performed. Receipts or additional documentation are not required.
- Parking: When using authorized rental car or personal automobile while conducting Owner related business, including airport parking.
- Tips: Reasonable tips to doormen, porters, housekeeper, etc. when on travel status. This is not a catch-all category. Receipts are required for each expense of \$10.00 or more.

STRIKE JR

- Air Fare: Economy or coach class air travel is standard for all business travel within North America.
- Ground Transportation: Receipts are required for each expense of \$10.00 or more.
- Personal Vehicle: When conducting Owner related business.

Personal vehicle mileage will be reimbursed at the Federal Internal Revenue Service Standard Business Mileage Rate in affect at the time the travel is performed.
- Car Rental: When authorized in connection with Owner business travel.

Engineer is expected to rent "Compact" vehicles unless three or more persons are sharing one vehicle in which case a "Mid-sized" vehicle rental is acceptable, or upgrades are provided at no extra charge.

Engineer shall use either Owner's preferred car Rental Owner when applicable.

Engineer must refuel rental car before returning it to Rental Agency.
- Telephone: At cost. Copy of telephone provider invoice required with appropriate charges clearly identified.
- Materials & Supplies: Material and supplies are expected to be provided by Owner.
- Business Entertainment: Not permitted. All business entertainment must be paid by Owner.
- Cash Drafts: Not permitted.
- Club/Gym Memberships: Not permitted.
- Personal Entertainment: Personal entertainment expenses including movies are not permitted.
- Flight Insurance: Any flight insurance is not permitted.
- Laundry & Valet Service: Only after five days of travel.
- Other Items Not Identified Above: Not permitted.

In addition, Engineer shall comply with the following requirements related to the Reimbursable Expenses:

1. If Owner requests Engineer to perform Services on-site, Engineer shall maintain a weekly schedule for the entire duration of the engagement. This schedule shall delineate work location, travel, and living arrangements, as well as cost estimates and it shall be reviewed and mutually agreed upon by Owner and Engineer on a regular basis.

STRIKE R

TO REMAIN R

2. Engineer will only seek reimbursement for expenditures that are necessary and directly applicable to the Services being performed under this Statement of Work. All expenses are to be billed to Owner at cost.

3. The billing for reimbursement of expenses to Owner is to be specifically identifiable to this Statement of Work and shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, Engineer/sub-consultant paid invoices, and other supporting documents used by Engineer in order to generate invoice(s) to Owner. The original supporting documents shall be made available to Owner for inspection upon request.

EXHIBIT A - STATEMENT OF WORK

This Statement of Work is executed as of the _____ day of _____, 20__ by and between Citizens Wastewater of Westfield, LLC ("Citizens") and CITY OF WESTFIELD ("Consultant"). Citizens and Consultant agree that all of the Services authorized by this Statement of Work shall be subject to the terms and conditions set forth with the Master Professional Services Agreement between Citizens and Consultant dated _____ (the "Master Agreement"). Upon execution of this Statement of Work, the Master Agreement shall be incorporated into and be considered a part of this Statement of Work as if set forth herein in its entirety. Any capitalized terms which are not defined herein shall have the meanings defined in the Master Agreement.

1. Description of Project. The Project which is covered by this Statement of Work is described as follows:

Construction Inspection Services related to private development sanitary sewer extensions to ensure compliance with established materials and construction Standards. It is anticipated that two full time inspectors will be needed for approximately 40-hours per week total combined with water inspection services being entered into under a separate Statement of Work. However, inspection times may vary depending on construction demand and are subject to change at the sole discretion of Citizens. Consultant may also be required to work on Saturdays if Citizens grants approval to developers' contractors'. No minimum or maximum amount of weekly or annual work shall be guaranteed to the Consultant with all work assigned based on demand and performance.

2. Consultant's Scope of Services. The Services to be performed by Consultant under this Statement of Work will be on an as requested basis and may include the following task:

2.1 Sanitary Sewer Main Construction Inspection

2.1.1 Consultant shall, as projects are assigned by Citizens' District Supervisor – Wet Distribution Engineering, provide part time or full time inspection and testing observation services during the construction of sanitary sewer extensions in private developments to ensure compliance with established materials and construction Standards.

2.1.2 Consultant shall provide qualified construction inspection personnel, each assigned to a project until final acceptance of the project by Citizens.

2.1.3 The qualifications and experience of Construction Inspection personnel provided by Consultant are subject to approval by Citizens. No personnel shall be assigned to a project until such approval is obtained. At a minimum, each person shall have at least three years of

experience in the construction of sanitary sewers, lift stations, and laterals. Consultant may provide oversight of staff with less than three years experience; however, Citizens will not pay for such oversight.

2.1.4 The Consultant's Construction Inspectors shall take directions from and report to Citizens' District Supervisor on all matters concerning contract compliance and administration.

2.1.5 The Consultant's Construction Inspectors shall coordinate assigned project activities with Citizens' District Supervisor.

2.1.6 Consultant's Construction Inspector shall perform the following:

- a. Serve as Citizens' Liaison with the Developer/Contractor, working principally through the Developer's field superintendent or such other person in authority as designated by the Developer. Acting in liaison capacity, the Consultant's Construction Inspector shall be thoroughly familiar with the plans and specifications applicable to the project and observe the construction for compliance with respect to all provisions therein. Any deviation observed shall be reported in writing promptly to Citizens by Consultant's Construction Inspector.
- b. Assist as directed by Citizens District Supervisor with the review of construction schedule(s) prepared by the Developers/Developer's Contractor.
- c. Cooperate with Citizens in dealing with various local agencies having jurisdiction over the project.
- d. Provide onsite observation during required performance testing to verify that required testing has been properly set up and conducted by the Developer/Contractor and provide written acknowledgement to Citizens that performance standards have been met and, if not, documentation of any substandard work. Note: During performance testing, Consultant's Construction Inspection shall be on a full time basis.
- e. Evaluate the Developer's/Developer's Contractor suggestions for modifications in drawings and/or specifications and report them with recommendations in writing to Citizens' District Supervisor (Note: It is expected that approved design plans for which permits are issued for construction shall proceed through construction without modifications).
- f. Prepare daily observations reports recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to installation and testing of facilities. Consultant's Construction Inspector shall furnish copies of daily observation

reports to Citizens upon request but at a minimum on a weekly basis. Citizens shall provide report forms to be used by Construction Inspector.

- g. Provide weekly Summary Report of total hours of inspection per project assigned, highlighting any critical issues or decisions made and providing daily observation reports for the associated week.
- h. Prepare the Final Project Documents required by Citizens and furnish to Citizens at completion of each assigned project. Documentation to include: testing reports, daily observation reports, construction records, as-builts and weekly reports for the project.
- i. During construction Consultant's Construction Inspector shall observe, at a minimum, the following:
 - i. Bedding and backfill of sanitary sewers.
 - ii. Installation of manholes, lift station and/or force mains.
 - iii. Sub-grade for horizontal and vertical alignment for compaction as necessary for sanitary sewer installation.
 - iv. Observation of all testing requirements for sanitary sewer facilities per the City of Westfield Construction Standards and Specifications. Note: During performance testing, Consultant's Construction Inspection shall be on a full time basis.
 - v. During onsite observations, Construction Inspector shall report to Citizens District Supervisor all observed construction practices that appear to fail to comply with OSHA standards. This item does not include enforcement of OSHA standards.

These minimum items of observation may be part or full time inspection. This will be determined by Citizens District Supervisor depending on such things as work load, contractor, project size, etc.

- j. Construction Inspector shall maintain accurate marked-up/redlined plans of the project during construction, and ensure that Contractor is doing the same, so that accurate as-built drawings can be produced.
- k. Consultant shall provide data entry services in a format determined by CEG.
- l. For those services performed by the Consultant, the Consultant will be compensated on the basis of actual hours of work performed by Construction Inspectors exclusively on this Agreement at the hourly rate listed, billed in quarter hour increments. Work time shall begin when the inspector arrives at the first assigned project of the day, after that time all drive time will be

considered billable time and will conclude at the end of inspection at the last assigned project site. Travel time from the first project to the next project shall be accounted towards the next project's daily time. Consultant shall provide all vehicles. Invoices for services provided shall be submitted to Citizens every month, and shall contain at a minimum name of Construction Inspector and their hours billed, project name and numbers, PO number, and dates of service performed, total hours for all Construction Inspectors billed for the month and total hours to date billed and invoiced to date amount. Sanitary and Water inspections shall be tracked and invoiced separately. Only the inspector's time shall be billable to Citizens. All inspector coordination shall be considered overhead within the agreed upon hourly rate.

- m. The Consultant shall provide response to Citizens and developer inquiries (phone calls and e-mails) within one (1) business day. Citizens shall be copied on all communication between Construction Inspector and Developer/Contractor.
- n. Attend pre-construction project meeting between Contractor and Citizens representative
- o. Setup and coordinate all testing per City of Westfield Construction Standards and Specifications.
- p. Consultant shall provide laptop for each Construction Inspector capable of wireless connectivity that will allow for the Construction Inspector to communicate directly with Citizens representative(s) staff in near real-time.
- q. Construction Inspector shall be able to review CCTV inspections of all sanitary sewer mains and provide clear and concise documentation of all findings. Consultant shall provide all equipment and software to conduct such reviews.
- r. Consultant shall review and on occasion field verify Developer's Engineer's As-Built Drawings are consistent with what was actually constructed based on GPS shots in the field taken by the Construction Inspector. Consultant shall provide GPS devices. Citizens District Supervisor may field verify that these as-built drawings are being reviewed for accuracy. As-Built Standards should be consistent with the Indianapolis Sanitary District Standards.
- s. Consultant shall prepare and return a punch list of all items that do not meet the standards and specifications within two (2) business days to the Developer/Contractor and District Supervisor.

t. Consultant shall be required to attend Citizens safety training at off-site locations and shall abide by all Citizens' safety standards.

3.0 Consultant's Deliverables. As part of the Services to be performed by Consultant, Consultant shall provide to Citizens District Supervisor the following Deliverables:

- *Daily, Weekly and Monthly Reports*
- *Construction Records/As-Built Verification including scanned copies of field notes marked up on the plan sheets.*
- *Any other forms or documentation requested by Citizens.*

4.0 Consultant' Schedule. Consultant shall perform the Services in accordance with the attached Schedule for the Services or in accordance with the following time limits (if any):

Schedule will vary based on task and assignment as directed.

5.0 Consultant's Key Employees. The following are the Consultant's Key Employees who will perform the Services and the corresponding percentage of that Key Employee's time that will be devoted to performance of the Services:

Name of Key Employees

Michael Morgan

Adam Essex

Dustin Shoe

Austin Shepherd

Greg Binter

Jason Greathouse

Jeremy Lollar

6.0 Contract Documents. The following Contract Documents are incorporated into and shall be a part of this Statement of Work as if fully stated herein:

- A. This Statement of Work;
- B. The Master Agreement;
- C. The Rate/Fee Schedule (if any) attached hereto as Attachment No.;
- D. The schedule for performance of the Services (if any) attached hereto as Attachment 1 ("Schedule for the Services"); and
- E. The following documents (if any)

7.0 Method of Payment. Consultant shall be paid for satisfactory performance of the Services related to the Project on the following basis:

☒ Reimbursable on an hourly basis at a rate of \$60 per hour

8.0 Effective Date. Notwithstanding anything herein to the contrary, this Statement of Work shall not be valid and enforceable unless and until Citizens issues to Consultant a purchase order for this Statement of Work. The Effective Date for this Agreement shall be the date of such corresponding purchase order issued by Citizens.

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work to be effective as of the Effective Date.

Citizens Wastewater of Westfield, LLC:

CONSULTANT:

By: Craig Moore

By: Kenneth L. Alexander

Title: Office of Wastewater of Westfield

Title: DIRECTOR OF PUBLIC WORKS

By: _____

Title: _____

Attachment 1 – Schedule for Services

The schedule of this contract shall be three (3) years from date of execution.

EXHIBIT A - STATEMENT OF WORK

This Statement of Work is executed as of the _____ day of _____, 20__ by and between Citizens Water of Westfield, LLC ("Citizens") and CITY OF WESTFIELD ("Consultant"). Citizens and Consultant agree that all of the Services authorized by this Statement of Work shall be subject to the terms and conditions set forth with the Master Professional Services Agreement between Citizens and Consultant dated _____ (the "Master Agreement"). Upon execution of this Statement of Work, the Master Agreement shall be incorporated into and be considered a part of this Statement of Work as if set forth herein in its entirety. Any capitalized terms which are not defined herein shall have the meanings defined in the Master Agreement.

1. Description of Project. The Project which is covered by this Statement of Work is described as follows:

Construction Inspection Services related to private development water main extensions to ensure compliance with established materials and construction Standards. It is anticipated that two full time inspectors will be needed for approximately 40-hours per week total combined with sanitary inspection services being entered into under a separate Statement of Work. However, inspection times may vary depending on construction demand and are subject to change at the sole discretion of Citizens. Consultant may also be required to work Saturdays if Citizens grants approval to developers' contractors'. No minimum or maximum amount of weekly or annual work shall be guaranteed to the Consultant with all work assigned based on demand and performance.

2. Consultant's Scope of Services. The Services to be performed by Consultant under this Statement of Work will be on an as requested basis and may include the following task:

2.1 Water Main Construction Inspection

2.1.1 Consultant shall, as projects are assigned by Citizens' District Supervisor – Wet Distribution Engineering, provide part time or full time inspection and testing observation services during the construction of water mains in private developments to ensure compliance with established materials and construction Standards.

2.1.2 Consultant shall provide qualified construction inspection personnel, each assigned to a project until final acceptance of the project by Citizens.

2.1.3 The qualifications and experience of Construction Inspection personnel provided by Consultant are subject to approval by Citizens. No personnel shall be assigned to a project until such approval is obtained. At a minimum each person shall have at least three years of

experience in the construction of water mains, valves, fittings, water services and testing. Consultant may provide oversight of staff with less than three years experience; however, Citizens will not pay for such oversight.

2.1.4 The Consultant's Construction Inspectors shall take directions from and report to Citizens' District Supervisor on all matters concerning contract compliance and administration.

2.1.5 The Consultant's Construction Inspectors shall coordinate assigned project activities with Citizens' District Supervisor.

2.1.6 Consultant's Construction Inspector shall perform the following:

- a. Serve as Citizens' Liaison with the Developer/Contractor, working principally through the Developer's field superintendent or such other person in authority as designated by the Developer. Acting in liaison capacity, the Consultant's Construction Inspector shall be thoroughly familiar with the plans and specifications applicable to the project and observe the construction for compliance with respect to all provisions therein. Any deviation observed shall be reported in writing promptly to Citizens by Consultant's Construction Inspector.
- b. Assist as directed by Citizens District Supervisor with the review of construction schedule(s) prepared by the Developers/Developer's Contractor.
- c. Cooperate with Citizens in dealing with various local agencies having jurisdiction over the project.
- d. Provide onsite observation during required performance testing to verify that required testing has been properly set up and conducted by the Developer/Contractor and provide written acknowledgement to Citizens that performance standards have been met and, if not, documentation of any substandard work. Note: During performance testing, Consultant's Construction Inspection shall be on a full time basis.
- e. Evaluate the Developer's/Developer's Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations in writing to Citizens' District Supervisor (Note: It is expected that approved design plans for which permits are issued for construction shall proceed through construction without modifications).
- f. Prepare daily observations reports recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to installation and testing of facilities. Consultant's Construction Inspector shall furnish copies of daily observation

reports to Citizens upon request but at a minimum on a weekly basis. Citizens shall provide report forms to be used by Construction Inspector.

- g. Provide weekly Summary Report of total hours of inspection per project assigned, highlighting any critical issues or decisions made and providing daily observation reports for the associated week.
- h. Prepare the Final Project Documents required by Citizens and furnish to Citizens at completion of each assigned project. Documentation to include: testing reports, daily observation reports, construction records, as-builts and weekly reports for the project.
- i. During construction Consultant's Construction Inspector shall observe, at a minimum, the following:
 - i. Bedding and backfill of water mains, as determined by Citizens District Supervisor.
 - ii. Installation of valves, meter pits (if required), mains and connections.
 - iii. Sub-grade for horizontal and vertical alignment for compaction as necessary for water main installation, as determined by Citizens District Supervisor.
 - iv. Observation of all testing requirements for water facilities per the City of Westfield Construction Standards and Specifications. Hydrostatic testing and connections to existing mains shall be observed full time. Note: During performance testing, Consultant's Construction Inspection shall be on a full time basis.
 - v. During onsite observations, Construction Inspector shall report to Citizens District Supervisor all observed construction practices that appear to fail to comply with OSHA standards. This item does not include enforcement of OSHA standards.

These minimum items of observation may be part or full time inspection. This will be determined by Citizens District Supervisor depending on such things as work load, contractor, project size, etc.

- j. Construction Inspector shall maintain accurate construction records, referencing center lines of roadways, of the project during construction, and ensure that Contractor is doing the same, so that accurate as-built drawings can be produced.
- k. Consultant shall provide data entry services in a format determined by CEG.

- l. For those services performed by the Consultant, the Consultant will be compensated on the basis of actual hours of work performed by Construction Inspectors exclusively on this Agreement at the hourly rate listed, billed in quarter hour increments. Work time shall begin when the inspector arrives at the first assigned project of the day, after that time all drive time will be considered billable time and will conclude at the end of inspection at the last assigned project site. Travel time from the first project to the next project shall be accounted towards the next project's daily time. Consultant shall provide all vehicles. Invoices for services provided shall be submitted to Citizens every month, and shall contain at a minimum name of Construction Inspector and their hours billed, project name and numbers, PO number, and dates of service performed, total hours for all Construction Inspectors billed for the month and total hours to date billed and invoiced to date amount. Sanitary and Water inspections shall be tracked and invoiced separately. Only the inspector's time shall be billable to Citizens. All inspector coordination shall be considered overhead within the agreed upon hourly rate.
- m. The Consultant shall provide response to Citizens and developer inquiries (phone calls and e-mails) within one (1) business day. Citizens shall be copied on all communication between Construction Inspector and Developer/Contractor.
- n. Attend pre-construction project meeting between Contractor and Citizens representative.
- o. Setup and coordinate all testing per City of Westfield Construction Standards and Specifications and Citizens standard processes and procedures.
- p. Consultant shall provide laptop for each Construction Inspector capable of wireless connectivity that will allow for the Construction Inspector to communicate directly with Citizens representative(s) staff in near real-time.
- q. Construction Inspector shall understand hydrostatic and water quality testing and provide clear and concise documentation of all findings as specified by Citizens.
- r. Consultant shall review and on occasion field verify Developer's Engineer's As-Built Drawings are consistent with what was actually constructed based on GPS locations and construction records in the field taken by the Construction Inspector. Consultant shall provide GPS devices. Citizens District Supervisor may field verify that these construction records are being completed accurately. As-Built Standards should be consistent with the Citizens Standard Practice

and Engineering Requirements for the Installation of Water Mains, Service Lines, Meters and Appurtenances.

- s. Consultant shall prepare and return a punch list of all items that do not meet the standards and specifications within two (2) business days to the Developer/Contractor and District Supervisor.
- t. Consultant shall be required to attend Citizens safety training at off-site locations and shall abide by all Citizens' safety standards.

3.0 Consultant's Deliverables. As part of the Services to be performed by Consultant, Consultant shall provide to Citizens District Supervisor the following Deliverables:

- *Daily, Weekly and Monthly Reports*
- *Construction Records*
- *As-Built Verification including scanned copies of field notes marked up on the plan sheets. If required.*
- *Any other forms or documentation requested by Citizens.*

4.0 Consultant' Schedule. Consultant shall perform the Services in accordance with the attached Schedule for the Services or in accordance with the following time limits (if any):

Schedule will vary based on task and assignment as directed.

5.0 Consultant's Key Employees. The following are the Consultant's Key Employees who will perform the Services and the corresponding percentage of that Key Employee's time that will be devoted to performance of the Services:

Name of Key Employees

Michael Morgan

Adam Essex

Dustin Shoe

Austin Shepherd

Greg Binter

Jason Greathouse

Jeremy Lollar

6.0 Contract Documents. The following Contract Documents are incorporated into and shall be a part of this Statement of Work as if fully stated herein:

- A. This Statement of Work;
- B. The Master Agreement;
- C. The Rate/Fee Schedule (if any) attached hereto as Attachment No.;
- D. The schedule for performance of the Services (if any) attached hereto as Attachment 1 ("Schedule for the Services"); and
- E. The following documents (if any)

7.0 Method of Payment. Consultant shall be paid for satisfactory performance of the Services related to the Project on the following basis:

☒ Reimbursable on an hourly basis at a rate of \$60 per hour

8.0 Effective Date. Notwithstanding anything herein to the contrary, this Statement of Work shall not be valid and enforceable unless and until Citizens issues to Consultant a purchase order for this Statement of Work. The Effective Date for this Agreement shall be the date of such corresponding purchase order issued by Citizens.

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work to be effective as of the Effective Date.

Citizens Water of Westfield, LLC:

CONSULTANT:

By: Craig Moore

By: Kenneth L. Alexander

Title: Officer Water of Westfield

Title: DIRECTOR OF PUBLIC WORKS

By: _____

Title: _____

Attachment 1 – Schedule for Services

The schedule of this contract shall be three (3) years from date of execution.



Board of Works

Andy Cook
Randy Graham
Kate Snedecker

Clerk Treasurer

Cindy J. Gossard

Public Works Department

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

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

Memorandum

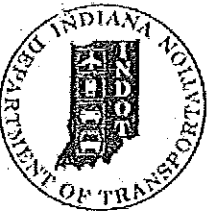
To: Westfield Board of Public Works & Safety

Date: March 27, 2014

Re: Consent Agenda - Utility, Trail & Drainage Easement Offer Acceptance

The Indiana Department of Transportation (INDOT) has requested a perpetual utility, trail and drainage easement on property owned by the City of Westfield around Custom Commerce Park. This ground was purchased by the Parks Department as part of their intent to expand and connect our trail system within Westfield. As part of the compensation for damages arising from the US 31 reconstruction project, the State of Indiana needs to purchase a perpetual easement to allow for the installation and maintenance of storm water utility infrastructure to be installed supporting improvements associated with the reconstruction project.

We request that the Board of Public Works & Safety consent to the Mayor's acceptance of this appraisal and the fair compensation of this easement. The offer for this easement was based on appraisals prepared by Rita Anne Gabriel & Associates and is valued at \$15,550. The Department of Public Works agrees with the value stated and supported this acceptance.



INDIANA DEPARTMENT OF TRANSPORTATION

Driving Indiana's Economic Growth

100 North Senate Avenue
Room N642
Indianapolis, Indiana 46204

PHONE: (317) 234-1901
FAX: (317) 233-3055

MICHAEL R. PENCE, GOVERNOR
KARL B. BROWNING, COMMISSIONER

Date: February 24, 2014

Name(s): City of Westfield
Address: 130 Penn St.
City/State: Westfield, IN
Zip Code: 46074

PROJECT: 0900265
PARCEL: 486
CODE: 5310
COUNTY: Hamilton

Dear City of Westfield, Indiana,

The Indiana Department of Transportation (INDOT) is undertaking a highway improvement project in Hamilton County known as project #0900265. The project is located in Hamilton County, Indiana between I-465 and S.R. 38, a distance of approximately 13.1 miles. The project traverses the city of Carmel, Clay Township, the city of Westfield and Washington Township.

The proposed action is an upgrade of the existing U.S. 31 corridor to an access-controlled, six lane freeway in Hamilton County, Indiana between I-465 North leg and S.R. 38 with the southern terminus of the project extending to 96th Street. Traffic patterns and volumes on U.S. 31 along with land use and roadway characteristics change significantly beyond these termini.

Transportation improvements to U.S. 31 from I-465 to S.R. 38 are needed for traffic capacity and safety needs. Additional landscape planning within the right-of-way using grasses, hedges, wildflowers, shrubs and trees native to central Indiana will be considered for practical and consistent use, especially in areas where vegetation is limited. In areas where trees are being removed for additional right-of-way, irregular feather cut lines with selective tree root removal will be undertaken.

In order to accommodate the planned improvements, the State needs to purchase from you approximately 7,854 SF of Perpetual Easement. Please refer to pages 24 and 24 in the INDOT Appraisal/ Waiver Valuation (on green paper) for a description of the right of way to be purchased.

The State's hereby offers you \$ 15,550.00 for the property mentioned above. The Offer is comprised of \$ 15,550.00 consists of Perpetual Easement only. An appraiser arrived at the values for your property using standard appraisal methods and practices. In accordance with Indiana Code 32-24-1, **you have thirty (30) days from the date that you receive this offer to either accept or reject it.** Payment will be made within 90 days after acceptance.

If there are personal items located in the proposed right-of-way that need to be relocated and cost-to-cure damages are being paid, it is the responsibility of the property owner to have such items relocated within 30 days of receipt of payment. **(N/A for your purchase)**

(Retention: can be altered if total take) If there is an item in the area of the purchased right of way that the State is buying and that you consider valuable and would like to keep (plants or decorations for example), you may retain that item and its value will be subtracted from the amount offered to you. Please let me know if there are any such items before signing any of the enclosed documents. **(N/A for your purchase)**

It is the policy of the Indiana Department of Transportation, Office of Real Estate, to accept for review, any evidence of value submitted by the property owner for the purpose of determining fair market value. Any costs incurred from obtaining such evidence, however, is the responsibility of the owner. Acceptable forms of evidence of value include, but are not limited to, appraisals, comparable sales, and cost estimates. Evidence of value must be supported by factual data

and items of damage must be fully documented. Submitted written evidence based on these facts is acceptable for review.

I am available to assist you to discuss the project and help you complete the documents. The State requires original signatures and not copies of the completed documents. After you have had the opportunity to review the State's offer and have come to a decision, please contact me and I will answer any questions you may have. If you want to expedite your payment, you may return the necessary forms, notarized as required, in the enclosed envelope so that you may receive your funds on a timely basis. You can contact me at (317) 234-1901, or email maloy@indot.in.gov. Thank you for your time and consideration.

Sincerely,



Mary Loy
Right-of-Way Agent
Real Estate Division

COPY



INDIANA DEPARTMENT OF TRANSPORTATION

Driving Indiana's Economic Growth

100 North Senate Avenue
Room N642
Indianapolis, Indiana 46204

PHONE: (317) 234-1901
FAX: (317) 233-3055

Michael R. Pence, Governor
Karl B. Browning, Commissioner

UNIFORM PROPERTY OR EASEMENT ACQUISITION OFFER

Date: 2/24/14

PROJECT: 0900265
PARCEL: 486 CODE: 5310
ROAD: US 31
COUNTY: Hamilton

TO: City of Westfield
130 Penn St.
Westfield, IN 46074

The State of Indiana, acting by and through the Indiana Department of Transportation is authorized by Indiana law to obtain your property or an easement across your property, for certain public purposes. The Indiana Department of Transportation needs an easement across your land for a public highway improvement known as 0900265 and needs to take the easement as described on the attached legal description.

It is our opinion that the fair market value of the easement we want to acquire from you is \$ 15,550.00 , and, therefore, the Indiana Department of Transportation offers you \$ 15,550.00 for the above described easement. You have thirty (30) days from this date to accept or reject this offer. If you accept this offer, you may expect payment in full within ninety (90) days after signing the documents accepting this offer and executing the deed, grant or easement, and provided there are no difficulties in clearing liens or other problems with title to the land. Possession will be required thirty (30) days after you have received your payment in full.

As an inducement for the State to close this real estate transaction, the grantor(s) assume(s) and agree(s) to pay the 2013 payable 2014 real estate taxes and assessments on the above described real estate. This obligation to pay shall survive the said closing and shall be enforceable by the State in the event of any non-payment.

The undersigned represents and warrants that he is the Mayor of the Grantor, that pursuant to resolution of the City Council he has full authority to manage the affairs of said City and sign and execute documents on its behalf and that said authority has not been revoked, and that he is therefore, fully authorized and empowered to convey to the State of Indiana real estate of the City, and that on the date of execution of said conveyance instruments he had full authority to so act.

HERE IS A BRIEF SUMMARY OF YOUR OPTIONS AND LEGALLY PROTECTED RIGHTS:

1. By law, the Indiana Department of Transportation is required to make a good faith effort to purchase an easement across your property.
2. You do not have to accept this offer and the Indiana Department of Transportation is not required to agree to your demands.
3. However, if you do not accept this offer, and we cannot come to an agreement on the acquisition of an easement, the Indiana Department of Transportation has the right to file suit to condemn, and acquire the easement in the county in which the real estate is located.
4. You have the right to seek advice of an attorney, real estate appraiser or any other person of your choice on this matter.
5. You may object to the public purpose and necessity of this project.
6. If the Indiana Department of Transportation files a suit to condemn and acquire an easement and the court grants its request to condemn, the court will then appoint three appraisers who will make an independent appraisal of the easement to be acquired.
7. If we both agree with the court appraisers' report, then the matter is settled. However, if either of us disagrees with the appraisers' report to the court, either of us has the right to ask for a trial to decide what should be paid to you for the easement condemned.
8. If the court appraisers' report is not accepted by either of us, then the Indiana Department of Transportation has the legal option of depositing the amount of the court appraisers' evaluation with the court. And if such a deposit is made with the court, the Indiana Department of Transportation is legally entitled to immediate possession of the easement. You may, subject to the approval of the court, make withdrawals from the amount deposited with court. Your withdrawal will in no way affect the proceedings of your case in court, except that, if the final judgment awarded you is less than the withdrawal you have made from the amount deposited, you will be required to pay back to the court the amount of the withdrawal in excess of the amount of the final judgment.

Project: 0900265 Parcel: 486

9. The trial will decide the full amount of damages you are to receive. Both of us will be entitled to present legal evidence supporting our opinions of the fair market value of the easement. The court's decision may be more or less than this offer. You may employ, at your cost, appraisers and attorneys to represent you at this time or at any time during the course of the proceeding described in the notice.
10. If you have any questions concerning this matter, you may contact us at:

The Indiana Department of Transportation
Office of Real Estate
Indiana Government Center North
100 North Senate Avenue, Room N642
Indianapolis, Indiana 46204-2216
Attn: Office of Real Estate
Phone: 317-234-1901

This offer was made to owner(s):

City of Westfield, Indiana of Hamilton County on _____ (Date)
By: Andy Cook- Mayor of Hamilton County on _____ (Date)
By: of _____ on _____ (Date)
By: of _____ on _____ (Date)

BY: _____

Mary Loy
(Signature)

Mary Loy, Buyer
(Printed Name and Title)

Agent of: The Indiana Department of Transportation

Project: 0900265 Parcel: 486

If you decide to accept the offer of 15,550.00 made by the Indiana Department of Transportation, sign your name below and mail this form to the address indicated above. An additional copy of this offer has been provided for your file.

ACCEPTANCE OF OFFER

I (We), City of Westfield

owner(s) of the above described property or interest in property, hereby accept the offer of 15,550.00 made by the Indiana Department of Transportation on this _____ day of _____, 20 14.

City of Westfield

Signature

By: Andy Cook, Mayor

Printed name and title

Signature

By:

Printed name and title

NOTARY'S CERTIFICATE

STATE OF _____)
COUNTY OF _____) SS:

Subscribed and sworn to before me this _____ day of _____, 20 14

My commission expires: _____

My county of residence is: _____

(Signature)

(Printed) Notary Public



Board of Works

Andy Cook
Randy Graham
Kate Snedecker

Clerk Treasurer

Cindy J. Gossard

Public Works Department

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

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

Memorandum

To: Westfield Board of Public Works & Safety

Date: March 27, 2014

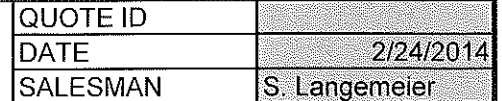
Re: Public Works Vehicle Lease & Obsolescence Plan

With the sale of the sewer and water utility, many of our existing vehicles have been transferred to Westfield Water, the new utility. Additionally, the sale of the utility has provided our staff with the opportunity to create a new revenue stream with our ongoing sewer and water agreement for inspection services for private infrastructure (subdivisions). This service contract will require additional equipment and personnel needs. The funding of these requests are intended to be paid by revenues generated by the new CEG inspection services. While those revenues will not begin to materialize for 45 – 60 days, the Department of Public Works wishes to engage in a loan to be paid for over a 3 year term for the following immediate needs.

1. New Street Sweeper - Tymco 435 (quote and product information attached)
Purchase Price - \$146,753 (Loan Payment \$49,810.36/yr)
2. Six (6) 2014 Ford F-350 XL (quotes and product information attached)
Purchase Price - \$209,144 (Loan Payment \$70,986.88/yr)

With the assistance of John Rogers, we have secured financing at 1.3% for a three year loan for our need Public Works equipment needs paid bi-annually at a cost of approximately \$121,000 annually.

Our obsolescence plan is to change out employee pick-up trucks and the street sweeper every five years so that they retain some residual value. We anticipate a similar plan for our dump trucks albeit they retain their value longer and are not driven as hard as our fleet vehicles. We currently have several fleet vehicles that are 8+ years old and in dire need of replacement. Over the course of the first two months of this year, we have already spent roughly \$20,000 on vehicle repairs this year. The cost of maintaining these older, high mileage vehicles is greater than their depreciated value and in some cases exceeds the anticipated loan expense for the newer vehicles.



TO THE ATTENTION OF	SHIP TO
City of Westfield Public Works Department 2706 East 171st Street Westfield, Indiana 46074 Attn: Mr. Travis Stetnish	Same

[illegible]

TOTAL:	\$146,753.00
--------	--------------

PROPOSED BY	Shane Langemeier
PURCHASER	

2/24/2014

Model 435[®]

Conventional Truck Package



FROM THE PEOPLE WHO *INVENTED* REGENERATIVE AIR SWEEPING!

The Conventional Truck Package for the TYMCO[®] Model 435[®] based on the International[®] DuraStar[®] brings all of the advantages of a conventional truck, while maintaining features existing TYMCO owners with cabover trucks expect.

- **Operator Friendly Ergonomics.**
- **Excellent Gutter Broom Visibility.**
- **Travels Up to Highway Speeds.**
- **Easy Cab Accessibility and Engine Serviceability.**
- **Excellent Turning Radius And Maneuverability.**
- **Cleans Streets and Roads of Bulk and Fines.**
- **Dumps into Most 30 Yard Containers.**



TYMCO Regenerative Air Cleans Deeper[™]

MADE IN WACO, TEXAS

USA



The Model 435 delivers street sweeping performance in a mid-sized package. With the Conventional Truck Package, the Model 435 has a payload of over 8000 lbs. and overall sweeping path of 132 inches.



This package offers adjustable high back air suspension seats, 2-stage cabin air filters, heated power mirrors, as well as dual tilt steering wheels, instrument panels and controls among other great features.



With the Conventional Truck Package, the Model 435 has a 81 inch dump height. (Most 30 yard containers are approximately 69 inches)



1-800-258-9626

www.tymco.com

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Don Hinds Ford

February 14, 2014

Mr. Travis Stetnish
City Of Westfield
Westfield, Indiana, 46074
Phone: (317) 605-6625

Re: The 2014 Ford F-350 XL

Dear Mr. Stetnish,

Installed Equipment: Spray In Bedliner

Purchase Price: \$27,680.00

Sincerely,

Cam Cornett
Commercial Account Manager
3178499000
ccornett@donhindsford.com

Prepared For:
Mr. Travis Stetnish
City Of Westfield
Westfield, Indiana, 46074
Phone: (317) 605-6625

Prepared By:
Cam Cornett
Don Hinds Ford
12610 Ford Drive
Fishers, Indiana, 46038
Phone: (317) 849-9000
Toll Free: (800) 644-4637



Vehicle Profile

2014 Ford F-350

4x4 SD Regular Cab 8' box 137" WB SRW XL (F3B)

Powertrain

6.2L V-8 SOHC SMPI 16 valve engine with variable valve control * 157 amp alternator * 650 amp 72 amp hours (Ah) HD battery with run down protection * Transmission oil cooler * 6-speed electronic SelectShift automatic transmission with overdrive, lock-up, driver selection * Part-time four-wheel drive with manual transfer case shift, manual locking hubs * ABS & driveline traction control * 3.73 axle ratio * Stainless steel exhaust

Steering and Suspension

Hydraulic power-assist re-circulating ball steering * 4-wheel disc brakes with front and rear vented discs * Firm ride suspension, with AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll * Mono-beam non-independent front suspension * Front anti-roll bar * HD front coil springs * HD front shocks * Rigid rear axle * Rear leaf suspension * HD rear leaf springs * HD rear shocks * Front and rear 18.0" x 8.00" argent steel wheels with hub covers * LT275/70SR18.0 BSW AT front and rear tires * Underbody w/crankdown mounted full-size steel spare wheel

Safety

4-wheel anti-lock braking system * Daytime running lights, center high mounted stop light * Dual airbags, passenger side front-impact cancellable airbag, seat mounted driver and passenger side-impact airbags, curtain 1st row overhead airbag * Front height adjustable seatbelts * SecuriLock immobilizer

Comfort and Convenience

Air conditioning * AM/FM stereo, clock, seek-scan, 2 speakers, fixed antenna * Cruise control with steering wheel controls * Manual tailgate/rear door lock * 2 12V DC power outlets * Analog instrumentation display includes tachometer, oil pressure gauge, engine temperature gauge, transmission fluid temp gauge, engine hour meter, exterior temp, systems monitor, trip odometer * Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, door ajar, service interval, brake fluid, low tire pressure * Steering wheel with tilt and telescopic adjustment * Manual front windows with light tint * Variable intermittent front windshield wipers * Passenger side vanity mirror * Day-night rearview mirror * Interior lights include dome light with fade, front reading lights * Glove box, front cupholder, instrument panel bin, dashboard storage * Upfitter switches

Seating and Interior

Seating capacity of 3 * 40-20-40 split-bench front seat with adjustable head restraints, center armrest with storage * 4-way adjustable driver seat includes lumbar support * 4-way adjustable passenger seat * Vinyl faced front seats with vinyl back material * Full cloth headliner, full vinyl/rubber floor covering, urethane gear shift knob, chrome interior accents

Exterior Features

Side impact beams, front license plate bracket, fully galvanized steel body material, side steps * Black side window moldings, black front windshield molding * Black door handles * Black grille * 2 doors with tailgate rear cargo door * Class V trailering, trailer harness, trailer hitch, brake controller, trailer sway control * Driver and passenger manual

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209932 1/2/2014

Prepared For:
Mr. Travis Stetnish
City Of Westfield
Westfield, Indiana, 46074
Phone: (317) 605-6625

Prepared By:
Cam Cornett
Don Hinds Ford
12610 Ford Drive
Fishers, Indiana, 46038
Phone: (317) 849-9000
Toll Free: (800) 644-4637



Selected Options

2014 Ford F-350

4x4 SD Regular Cab 8' box 137" WB SRW XL (F3B)

Vehicle Snapshot

Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel
Transmission: TorqShift 6-Speed Automatic w/OD+
Rear Axle Ratio: Electronic Locking w/3.73
GVWR: 11,300 lb Payload Package

Code	Description	Class	MSRP
F3B	Base Vehicle Price (F3B)	STD	33,730.00
Packages			
610A	Order Code 610A (996) Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel; (44P) Transmission: TorqShift 6-Speed Automatic w/OD+ : Includes SelectShift, range select and tow haul feature.; (X37) 3.73 Axle Ratio; (STDGV) GVWR: 10,400 lb Payload Package; (TBK) Tires: LT245/75R17E BSW A/S (5); (64A) Wheels: 17" Argent Painted Steel : Includes painted hub covers/center ornaments.; (A) HD Vinyl 40/20/40 Split Bench Seat : Includes center armrest, cupholder and storage.; (587) Radio: AM/FM Stereo w/Digital Clock : Includes 2 speakers.	OPT	N/C
Powertrain			
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel Torque: 397 ft.lbs. @ 4179 rpm.	INC	Included
44P	Transmission: TorqShift 6-Speed Automatic w/OD+ Includes SelectShift, range select and tow haul feature.	INC	Included
X3E	Electronic Locking w/3.73 Axle Ratio	OPT	390.00
	GVWR: 11,300 lb Payload Package	INC	Included
Wheels & Tires			
TDX	Tires: LT275/70R18E BSW A/T (4) (NONGV3) GVWR: 11,300 lb Payload Package. Includes A/T spare tire (1).	OPT	125.00
64F	Wheels: 18" Argent Painted Steel (4) Includes painted hub covers/center ornaments.	OPT	455.00
Seats & Seat Trim			

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209932 1/2/2014

Vehicle Profile Continued

Prepared For: Mr. Travis Stetnish
Prepared By: Cam Cornett
Dealership: Don Hinds Ford

Exterior Features (Continued)

black folding manual extendable trailer outside mirrors * Front and rear black bumpers, with front tow hooks rear step
* Aero-composite halogen headlamps * Additional exterior lights include cab clearance lights, pickup cargo box light,
underhood light * Clearcoat monotone paint * Snow plow provision

Warranty

Basic	36 month/36,000 miles	Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage	Roadside Assistance	60 month/60,000 miles

Dimensions and Capacities

Output	316 hp @ 4,179 rpm	Torque	397 lb.-ft. @ 4,179 rpm
1st gear ratio	3.974	2nd gear ratio	2.318
3rd gear ratio	1.516	4th gear ratio	1.149
5th gear ratio	0.858	6th gear ratio	0.674
Reverse gear ratio	3.128	Curb weight	6,569 lbs.
GVWR	11,300 lbs.	Front	5,600 lbs.
Rear GAWR	7,180 lbs.	Payload	4,930 lbs.
Front curb weight	3,797 lbs.	Rear curb weight	2,772 lbs.
Front axle capacity	6,000 lbs.	Rear axle capacity	7,280 lbs.
Front spring rating	5,600 lbs.	Rear spring rating	7,000 lbs.
Front tire/wheel capacity	7,050 lbs.	Rear tire/wheel capacity	7,050 lbs.
Towing capacity	12,500 lbs.	5th-wheel towing capacity	12,500 lbs.
Front legroom	41.1 "	Front headroom	40.7 "
Front hiproom	67.6 "	Front shoulder room	68.0 "
Passenger area volume	65.9 cu.ft.	Length	227.6 "
Body width	79.9 "	Body height	80.0 "
Wheelbase	137.0 "	Cab to axle	56.3 "
Front tread	68.3 "	Rear tread	67.2 "
Turning radius	23.1 '	Fuel tank	35.0 gal.
Exterior cargo length	98.0 "	Exterior cargo minimum width	50.9 "
Exterior cargo volume	77.3 cu.ft.	Exterior cargo pickup box depth	20.0 "
Exterior cargo maximum width	69.3 "		

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05209932 1/2/2014

Selected Options Continued

Prepared For: Mr. Travis Stetnish
Prepared By: Cam Cornett
Dealership: Don Hinds Ford

Code	Description	Class	MSRP
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder and storage.</i>	INC	Included
Other Options			
137WB	137" Wheelbase	STD	N/C
PAINT	Monotone Paint Application	STD	N/C
473	Snow Plow Prep Package <i>Includes computer selected springs for snowplow application and heavy duty alternator. NOTE: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details.</i>	OPT	85.00
52B	Trailer Brake Controller <i>Compatible with select electric over hydraulic brakes.</i>	OPT	230.00
18B	6" Angular Black Molded in Color Running Board	OPT	320.00
592	Roof Clearance Lights	OPT	55.00
66S	Upfitter Switches (4) <i>Located on instrument panel.</i>	OPT	125.00
587	Radio: AM/FM Stereo w/Digital Clock <i>Includes 2 speakers.</i>	INC	Included
525	Cruise Control (LPO) (Fleet)	OPT	235.00
Fleet Options			
942	Daytime Running Lamp(s) (DRL) (LPO)	OPT	45.00
Interior Colors For : Primary w/XL (Reg)			
AS	Steel	OPT	N/C
Primary Colors For : Primary w/XL (Reg)			
Z1	Oxford White	OPT	N/C
Vehicle Subtotal			\$35,795.00
Destination			\$1,195.00
Vehicle Subtotal (including Destination)			\$36,990.00

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209932 1/2/2014

Prepared For:
Mr. Travis Stetnish
City Of Westfield
Westfield, Indiana, 46074
Phone: (317) 605-6625

Prepared By:
Cam Cornett
Don Hinds Ford
12610 Ford Drive
Fishers, Indiana, 46038
Phone: (317) 849-9000
Toll Free: (800) 644-4637



Quotation

2014 Ford F-350

4x4 SD Regular Cab 8' box 137" WB SRW XL (F3B)

MSRP

Base Vehicle Price	33,730.00
Factory Options	2,065.00
Destination	1,195.00
Vehicle Total	36,990.00
Grand Total	36,990.00

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Don Hinds Ford

February 14, 2014

Mr. Travis Stetnish
City Of Westfield
Westfield, Indiana, 46074
Phone: (317) 605-6625

Re: The 2014 Ford F-350 XL

Dear Mr. Stetnish,

Installed Equipment: Spray In Bedliner

Purchase Price: \$29,834.00

Sincerely,

Cam Cornett
Commercial Account Manager
3178499000
ccornett@donhindsford.com

Prepared For:
Mr. Travis Stetnish
City Of Westfield
Westfield, Indiana, 46074
Phone: (317) 605-6625

Prepared By:
Cam Cornett
Don Hinds Ford
12610 Ford Drive
Fishers, Indiana, 46038
Phone: (317) 849-9000
Toll Free: (800) 644-4637



Vehicle Profile

2014 Ford F-350

4x4 SD Super Cab 6.75' box 142" WB SRW XL (X3B)

Powertrain

6.2L V-8 SOHC SMPI 16 valve engine with variable valve control * 157 amp alternator * 650 amp 72 amp hours (Ah) HD battery with run down protection * Transmission oil cooler * 6-speed electronic SelectShift automatic transmission with overdrive, lock-up, driver selection * Part-time four-wheel drive with manual transfer case shift, manual locking hubs * ABS & driveline traction control * 3.73 axle ratio * Stainless steel exhaust

Steering and Suspension

Hydraulic power-assist re-circulating ball steering * 4-wheel disc brakes with front and rear vented discs * Firm ride suspension, with AdvanceTrac w/Roll Stability Control electronic stability control with anti-roll * Mono-beam non-independent front suspension * Front anti-roll bar * HD front coil springs * HD front shocks * Rigid rear axle * Rear leaf suspension * HD rear leaf springs * HD rear shocks * Front and rear 18.0" x 8.00" argent steel wheels with hub covers * LT275/70SR18.0 BSW AT front and rear tires * Underbody w/crankdown mounted full-size steel spare wheel

Safety

4-wheel anti-lock braking system * Daytime running lights, center high mounted stop light * Dual airbags, passenger side front-impact cancellable airbag, seat mounted driver and passenger side-impact airbags, curtain 1st and 2nd row overhead airbags * Front height adjustable seatbelts * SecuriLock immobilizer

Comfort and Convenience

Air conditioning, underseat ducts * AM/FM stereo, clock, seek-scan, 2 speakers, fixed antenna * Cruise control with steering wheel controls * Manual tailgate/rear door lock * 2 12V DC power outlets * Analog instrumentation display includes tachometer, oil pressure gauge, engine temperature gauge, transmission fluid temp gauge, engine hour meter, exterior temp, systems monitor, trip odometer * Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, door ajar, service interval, brake fluid, low tire pressure * Steering wheel with tilt and telescopic adjustment * Manual front windows vented rear windows with light tint * Variable intermittent front windshield wipers * Passenger side vanity mirror * Day-night rearview mirror * Interior lights include dome light with fade, front reading lights * Full overhead console with storage, glove box, front cupholder, instrument panel bin, dashboard storage * Upfitter switches

Seating and Interior

Seating capacity of 6 * 40-20-40 split-bench front seat with adjustable head restraints, center armrest with storage * 4-way adjustable driver seat includes lumbar support * 4-way adjustable passenger seat * 60-40 folding rear split-bench seat with fold-up cushion, 2 fixed rear head restraints * Vinyl faced front seats with vinyl back material * Vinyl faced rear seats with carpet back material * Full cloth headliner, full vinyl/rubber floor covering, urethane gear shift knob, chrome interior accents

Exterior Features

Side impact beams, front license plate bracket, fully galvanized steel body material, side steps * Black side window

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Vehicle Profile Continued

Prepared For: Mr. Travis Stetnish
Prepared By: Cam Cornett
Dealership: Don Hinds Ford

Exterior Features (Continued)

moldings, black front windshield molding * Black door handles * Black grille * 4 doors with reverse opening rear driver's side door, reverse opening rear passenger's side door tailgate rear cargo door * Class V trailering, trailer harness, trailer hitch, brake controller, trailer sway control * Driver and passenger manual black folding manual extendable trailer outside mirrors * Front and rear black bumpers, with front tow hooks rear step * Aero-composite halogen headlamps * Additional exterior lights include cab clearance lights, pickup cargo box light, underhood light * Clearcoat monotone paint * Snow plow provision

Warranty

Basic	36 month/36,000 miles	Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage	Roadside Assistance	60 month/60,000 miles

Dimensions and Capacities

Output	316 hp @ 4,179 rpm	Torque	397 lb.-ft. @ 4,179 rpm
1st gear ratio	3.974	2nd gear ratio	2.318
3rd gear ratio	1.516	4th gear ratio	1.149
5th gear ratio	0.858	6th gear ratio	0.674
Reverse gear ratio	3.128	Curb weight	6,834 lbs.
GVWR	11,100 lbs.	Front	5,600 lbs.
Rear GAWR	7,000 lbs.	Payload	4,420 lbs.
Front curb weight	3,888 lbs.	Rear curb weight	2,946 lbs.
Front axle capacity	6,000 lbs.	Rear axle capacity	7,280 lbs.
Front spring rating	5,600 lbs.	Rear spring rating	7,000 lbs.
Front tire/wheel capacity	7,050 lbs.	Rear tire/wheel capacity	7,050 lbs.
Towing capacity	12,300 lbs.	5th-wheel towing capacity	12,200 lbs.
Front legroom	41.1 "	Rear legroom	31.6 "
Front headroom	40.7 "	Rear headroom	38.1 "
Front hiproom	67.6 "	Rear hiproom	67.3 "
Front shoulder room	68.0 "	Rear shoulder room	68.1 "
Passenger area volume	113.3 cu.ft.	Length	232.4 "
Body width	79.9 "	Body height	80.4 "
Wheelbase	142.0 "	Cab to axle	40.2 "
Front tread	68.3 "	Rear tread	67.2 "
Turning radius	23.7 '	Fuel tank	35.0 gal.
Exterior cargo length	81.8 "	Exterior cargo minimum width	50.9 "
Exterior cargo volume	64.1 cu.ft.	Exterior cargo pickup box depth	20.0 "
Exterior cargo maximum width	69.3 "	Interior cargo volume	39.5 cu.ft.
Interior maximum cargo volume	39.5 cu.ft.		

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Prepared For:
Mr. Travis Stetnish
City Of Westfield
Westfield, Indiana, 46074
Phone: (317) 605-6625

Prepared By:
Cam Cornett
Don Hinds Ford
12610 Ford Drive
Fishers, Indiana, 46038
Phone: (317) 849-9000
Toll Free: (800) 644-4637



Selected Options

2014 Ford F-350

4x4 SD Super Cab 6.75' box 142" WB SRW XL (X3B)

Vehicle Snapshot

Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel
Transmission: TorqShift 6-Speed Automatic w/OD+
Rear Axle Ratio: Electronic Locking w/3.73
GVWR: 11,100 lb Payload Package

Code	Description	Class	MSRP
X3B	Base Vehicle Price (X3B)	STD	35,930.00
Packages			
610A	Order Code 610A (996) Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel; (44P) Transmission: TorqShift 6-Speed Automatic w/OD+ : Includes SelectShift, range select and tow haul feature.; (X37) 3.73 Axle Ratio; (STDGV) GVWR: 10,500 lb Payload Package; (TBK) Tires: LT245/75R17E BSW A/S (5); (64A) Wheels: 17" Argent Painted Steel : Includes painted hub covers/center ornaments.; (A) HD Vinyl 40/20/40 Split Bench Seat : Includes center armrest, cupholder and storage.; (587) Radio: AM/FM Stereo w/Digital Clock : Includes 2 speakers.	OPT	N/C
Powertrain			
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel Torque: 397 ft.lbs. @ 4179 rpm.	INC	Included
44P	Transmission: TorqShift 6-Speed Automatic w/OD+ Includes SelectShift, range select and tow haul feature.	INC	Included
X3E	Electronic Locking w/3.73 Axle Ratio	OPT	390.00
	GVWR: 11,100 lb Payload Package	INC	Included
Wheels & Tires			
TDX	Tires: LT275/70R18E BSW A/T (4) (NONGV3) GVWR: 11,100 lb Payload Package. Includes A/T spare tire (1).	OPT	125.00
64F	Wheels: 18" Argent Painted Steel (4) Includes painted hub covers/center ornaments.	OPT	455.00
Seats & Seat Trim			

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Selected Options Continued

Prepared For: Mr. Travis Stetnish
Prepared By: Cam Cornett
Dealership: Don Hinds Ford

Code	Description	Class	MSRP
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder and storage.</i>	INC	Included
Other Options			
142WB	142" Wheelbase	STD	N/C
473	Snow Plow Prep Package <i>Includes computer selected springs for snowplow application and heavy duty alternator. NOTE: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details.</i>	OPT	85.00
52B	Trailer Brake Controller <i>Compatible with select electric over hydraulic brakes.</i>	OPT	230.00
18B	6" Angular Black Molded in Color Running Board	OPT	370.00
592	Roof Clearance Lights	OPT	55.00
PAINT	Monotone Paint Application	STD	N/C
66S	Upfitter Switches (4) <i>Located on instrument panel.</i>	OPT	125.00
587	Radio: AM/FM Stereo w/Digital Clock <i>Includes 2 speakers.</i>	INC	Included
525	Cruise Control (LPO) (Fleet)	OPT	235.00
Fleet Options			
942	Daytime Running Lamp(s) (DRL) (LPO)	OPT	45.00
Interior Colors For : Primary w/XL			
AS	Steel	OPT	N/C
Primary Colors For : Primary w/XL			
Z1	Oxford White	OPT	N/C
Vehicle Subtotal			\$38,045.00
Destination			\$1,195.00
Vehicle Subtotal (including Destination)			\$39,240.00

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Prepared For:
Mr. Travis Stetnish
City Of Westfield
Westfield, Indiana, 46074
Phone: (317) 605-6625

Prepared By:
Cam Cornett
Don Hinds Ford
12610 Ford Drive
Fishers, Indiana, 46038
Phone: (317) 849-9000
Toll Free: (800) 644-4637



Quotation

2014 Ford F-350

4x4 SD Super Cab 6.75' box 142" WB SRW XL (X3B)

MSRP

Base Vehicle Price	35,930.00
Factory Options	2,115.00
Destination	1,195.00
Vehicle Total	39,240.00
Grand Total	39,240.00

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Reference CT05209932 1/2/2014



Don Hinds Ford

February 14, 2014

Mr. Travis Stetnish
City Of Westfield
Westfield, Indiana, 46074
Phone: (317) 605-6625

Re: The 2014 Ford F-350 XL

Dear Mr. Stetnish,

Installed Equipment: Spray In Bedliner

Purchase Price: \$30,550.00

Sincerely,

Cam Cornett
Commercial Account Manager
3178499000
ccornett@donhindsford.com

Prepared For:
Mr. Travis Stetnish
City Of Westfield
Westfield, Indiana, 46074
Phone: (317) 605-6625

Prepared By:
Cam Cornett
Don Hinds Ford
12610 Ford Drive
Fishers, Indiana, 46038
Phone: (317) 849-9000
Toll Free: (800) 644-4637



Vehicle Profile

2014 Ford F-350

4x4 SD Super Cab 6.75' box 142" WB SRW XL (X3B)

Powertrain

6.2L V-8 SOHC SMPI 16 valve engine with variable valve control * 157 amp alternator * 650 amp 72 amp hours (Ah) HD battery with run down protection * Transmission oil cooler * 6-speed electronic SelectShift automatic transmission with overdrive, lock-up, driver selection * Part-time four-wheel drive with manual transfer case shift, manual locking hubs * ABS & driveline traction control * 3.73 axle ratio * Stainless steel exhaust

Steering and Suspension

Hydraulic power-assist re-circulating ball steering * 4-wheel disc brakes with front and rear vented discs * Firm ride suspension, with AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll * Mono-beam non-independent front suspension * Front anti-roll bar * HD front coil springs * HD front shocks * Rigid rear axle * Rear leaf suspension * HD rear leaf springs * HD rear shocks * Front and rear 18.0" x 8.00" argent steel wheels with hub covers * LT275/70SR18.0 BSW AT front and rear tires * Underbody w/crankdown mounted full-size steel spare wheel

Safety

4-wheel anti-lock braking system * Daytime running lights, center high mounted stop light * Dual airbags, passenger side front-impact cancellable airbag, seat mounted driver and passenger side-impact airbags, curtain 1st and 2nd row overhead airbags * Front height adjustable seatbelts * SecuriLock immobilizer, panic alarm, security system

Comfort and Convenience

Air conditioning, underseat ducts * AM/FM stereo, clock, seek-scan, 2 speakers, fixed antenna * Cruise control with steering wheel controls * Power door locks with 2 stage unlock, keyfob (front doors) keyless entry, manual tailgate/rear door lock * 2 12V DC power outlets, retained accessory power * Analog instrumentation display includes tachometer, oil pressure gauge, engine temperature gauge, transmission fluid temp gauge, engine hour meter, exterior temp, systems monitor, trip odometer * Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, door ajar, service interval, brake fluid, low tire pressure * Steering wheel with tilt and telescopic adjustment * Power front windows and vented rear windows with light tint, driver and passenger 1-touch down * Variable intermittent front windshield wipers * Passenger side vanity mirror * Day-night rearview mirror * Interior lights include dome light with fade, front reading lights, illuminated entry * Full overhead console with storage, glove box, front cupholder, instrument panel bin, dashboard storage, driver and passenger door bins, rear door bins * Upfitter switches

Seating and Interior

Seating capacity of 6 * 40-20-40 split-bench front seat with adjustable head restraints, center armrest with storage * 4-way adjustable driver seat includes lumbar support * 4-way adjustable passenger seat * 60-40 folding rear split-bench seat with fold-up cushion, 2 fixed rear head restraints * Vinyl faced front seats with vinyl back material * Vinyl faced rear seats with carpet back material * Full cloth headliner, full vinyl/rubber floor covering, urethane gear shift knob, chrome interior accents

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209932 1/2/2014

Printed on February 14, 2014 at 16:13

Price Level: 420

QuoteID: <None>

Page 2

Vehicle Profile Continued

Prepared For: Mr. Travis Stetnish
Prepared By: Cam Cornett
Dealership: Don Hinds Ford

Exterior Features

Side impact beams, front license plate bracket, fully galvanized steel body material, side steps * Black side window moldings, black front windshield molding * Black door handles * Black grille * 4 doors with reverse opening rear driver's side door, reverse opening rear passenger's side door tailgate rear cargo door * Class V trailering, trailer harness, trailer hitch, brake controller, trailer sway control * Driver and passenger power remote black heated convex spotter folding manual extendable trailer outside mirrors with turn signal indicators * Front and rear black bumpers, with front tow hooks rear step * Aero-composite halogen headlamps * Additional exterior lights include cab clearance lights, pickup cargo box light, underhood light, remote activated perimeter/approach lights * Clearcoat monotone paint * Snow plow provision

Warranty

Basic	36 month/36,000 miles	Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage	Roadside Assistance	60 month/60,000 miles

Dimensions and Capacities

Output	316 hp @ 4,179 rpm	Torque	397 lb.-ft. @ 4,179 rpm
1st gear ratio	3.974	2nd gear ratio	2.318
3rd gear ratio	1.516	4th gear ratio	1.149
5th gear ratio	0.858	6th gear ratio	0.674
Reverse gear ratio	3.128	Curb weight	6,876 lbs.
GVWR	11,100 lbs.	Front	5,600 lbs.
Rear GAWR	7,000 lbs.	Payload	4,420 lbs.
Front curb weight	3,920 lbs.	Rear curb weight	2,956 lbs.
Front axle capacity	6,000 lbs.	Rear axle capacity	7,280 lbs.
Front spring rating	5,600 lbs.	Rear spring rating	7,000 lbs.
Front tire/wheel capacity	7,050 lbs.	Rear tire/wheel capacity	7,050 lbs.
Towing capacity	12,300 lbs.	5th-wheel towing capacity	12,200 lbs.
Front legroom	41.1 "	Rear legroom	31.6 "
Front headroom	40.7 "	Rear headroom	38.1 "
Front hiproom	67.6 "	Rear hiproom	67.3 "
Front shoulder room	68.0 "	Rear shoulder room	68.1 "
Passenger area volume	113.3 cu.ft.	Length	232.4 "
Body width	79.9 "	Body height	80.4 "
Wheelbase	142.0 "	Cab to axle	40.2 "
Front tread	68.3 "	Rear tread	67.2 "
Turning radius	23.7 '	Fuel tank	35.0 gal.
Exterior cargo length	81.8 "	Exterior cargo minimum width	50.9 "
Exterior cargo volume	64.1 cu.ft.	Exterior cargo pickup box depth	20.0 "
Exterior cargo maximum width	69.3 "	Interior cargo volume	39.5 cu.ft.
Interior maximum cargo volume	39.5 cu.ft.		

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Prepared For:
Mr. Travis Stetnish
City Of Westfield
Westfield, Indiana, 46074
Phone: (317) 605-6625

Prepared By:
Cam Cornett
Don Hinds Ford
12610 Ford Drive
Fishers, Indiana, 46038
Phone: (317) 849-9000
Toll Free: (800) 644-4637



Selected Options

2014 Ford F-350

4x4 SD Super Cab 6.75' box 142" WB SRW XL (X3B)

Vehicle Snapshot

Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel
Transmission: TorqShift 6-Speed Automatic w/OD+
Rear Axle Ratio: Electronic Locking w/3.73
GVWR: 11,100 lb Payload Package

Code	Description	Class	MSRP
X3B	Base Vehicle Price (X3B)	STD	35,930.00
Packages			
610A	Order Code 610A (996) Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel; (44P) Transmission: TorqShift 6-Speed Automatic w/OD+ : Includes SelectShift, range select and tow haul feature.; (X37) 3.73 Axle Ratio; (STDGV) GVWR: 10,500 lb Payload Package; (TBK) Tires: LT245/75R17E BSW A/S (5); (64A) Wheels: 17" Argent Painted Steel : Includes painted hub covers/center ornaments.; (A) HD Vinyl 40/20/40 Split Bench Seat : Includes center armrest, cupholder and storage.; (587) Radio: AM/FM Stereo w/Digital Clock : Includes 2 speakers.	OPT	N/C
Powertrain			
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel Torque: 397 ft.lbs. @ 4179 rpm.	INC	Included
44P	Transmission: TorqShift 6-Speed Automatic w/OD+ Includes SelectShift, range select and tow haul feature.	INC	Included
X3E	Electronic Locking w/3.73 Axle Ratio GVWR: 11,100 lb Payload Package	OPT INC	390.00 Included
Wheels & Tires			
TDX	Tires: LT275/70R18E BSW A/T (4) (NONGV3) GVWR: 11,100 lb Payload Package. Includes A/T spare tire (1).	OPT	125.00
64F	Wheels: 18" Argent Painted Steel (4) Includes painted hub covers/center ornaments.	OPT	455.00

Seats & Seat Trim

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Selected Options Continued

Prepared For: Mr. Travis Stetnish
 Prepared By: Cam Cornett
 Dealership: Don Hinds Ford

Code	Description	Class	MSRP
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder and storage.</i>	INC	Included
Other Options			
142WB	142" Wheelbase	STD	N/C
90L	Power Equipment Group <i>Accessory Delay; Manual Telescoping Trailer-Tow Mirrors : Includes power heated glass, heated convex spotter mirror and integrated clearance lamps/turn signals.; Perimeter Anti-Theft Alarm; Power Front Side Windows : Includes 1-touch up and down driver and passenger windows.; Power Locks; Remote Keyless Entry. Deletes passenger-side lock cylinder. Includes upgraded door-trim panel.</i>	OPT	895.00
473	Snow Plow Prep Package <i>Includes computer selected springs for snowplow application and heavy duty alternator. NOTE: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details.</i>	OPT	85.00
52B	Trailer Brake Controller <i>Compatible with select electric over hydraulic brakes.</i>	OPT	230.00
18B	6" Angular Black Molded in Color Running Board	OPT	370.00
592	Roof Clearance Lights	OPT	55.00
PAINT	Monotone Paint Application	STD	N/C
66S	Upfitter Switches (4) <i>Located on instrument panel.</i>	OPT	125.00
587	Radio: AM/FM Stereo w/Digital Clock <i>Includes 2 speakers.</i>	INC	Included
525	Cruise Control (LPO) (Fleet)	OPT	235.00
Fleet Options			
942	Daytime Running Lamp(s) (DRL) (LPO)	OPT	45.00
Interior Colors For : Primary w/XL			
AS	Steel	OPT	N/C
Primary Colors For : Primary w/XL			
Z1	Oxford White	OPT	N/C

Vehicle Subtotal	\$38,940.00
Destination	\$1,195.00
Vehicle Subtotal (including Destination)	\$40,135.00

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Prepared For:
Mr. Travis Stetnish
City Of Westfield
Westfield, Indiana, 46074
Phone: (317) 605-6625

Prepared By:
Cam Cornett
Don Hinds Ford
12610 Ford Drive
Fishers, Indiana, 46038
Phone: (317) 849-9000
Toll Free: (800) 644-4637



Quotation

2014 Ford F-350

4x4 SD Super Cab 6.75' box 142" WB SRW XL (X3B)

MSRP

Base Vehicle Price	35,930.00
Factory Options	3,010.00
<u>Destination</u>	<u>1,195.00</u>
Vehicle Total	40,135.00
Grand Total	40,135.00

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05209932 1/2/2014



Board of Works

Andy Cook
Randy Graham
Kate Snedecker

Clerk Treasurer

Cindy J. Gossard

Public Works Department

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

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

Memorandum

To: Westfield Board of Public Works & Safety

Date: March 27, 2014

Re: Public Works Project Report

Memo to Board Members

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

Westfield Public Works Executive Summary Progress Report

1. Potholes

The Department of Public Works continues to utilize the potholes@westfield.in.gov email as a central, organized database of citizen requests and necessary repairs. Due to the excessively cold and wet winter, the damage to our roads has been greater than ever anticipated. In many cases, it has changed the resurfacing and maintenance plan for our street and road network. Due to the quantity of potholes in our community, we agreed to outsource some of this exercise to Baumgartner. They were the lowest responsive bid which was based on a price per ton of material. The decision to make this change was driven by value. The private sector has the built-in efficiencies to install upwards of 8 tons of material in a single day where as our staff can only install about 2 tons. Based on their cost per ton and our labor cost, we can contract nearly a week's worth of work in one day at a rate less than our labor costs for the same quantity of material. This also allows for our staff to work on other issues.

We do not expect to outsource potholes throughout the year but feel that this is a good investment in the Spring to repair the damages sustained during the winter and return our roads to the level of quality expected by our citizens. This is in-line with our "Safe City" goal.

2. Emergency Repairs

Due to the excessively cold and wet winter, the damage to some of our roads has been beyond repair. Issues such as what was witnessed on Carey Road and 171st had to be repaired down to

the subgrade. These issues in many cases presented themselves overnight and have become major safety concerns. We have three areas that have been exposed recently that are emergency situations. They are East Street, Southpark Drive and Casey Road. While the smaller issues can be resolved at about \$10,000, Casey Road represents a far great concern.

The development in the area has damaged the road beyond repair. The Department is meeting with the builders and the developers to deal with the financial impact of the needed repair along Casey Road. Our staff and in consort with our industry experts believe the only sustainable fix is a full depth reclamation. This is an emergency and we have quoted it with several vendors. We hope that additional emergencies can be repaired as part of our maintenance and resurfacing program but we will continue to monitor.

3. 2014 Resurfacing and Maintenance Improvement Project (MIP)
The 2014 Resurfacing and MIP phase one package has been bid and recommended to the Board. Our contractors are prepared to start this work immediately upon Board approval.

Spring Plan:

Location	Repair / Maintenance Plan	Anticipated Cost	Bid Value
Grey Hound Pass (151 st – Oak Ridge)	Mill & resurface	\$ 131,074	\$ 111,787
Westfield Blvd. / Union St. (Scope to be reduced)	Mill & resurface	N/A - New	\$ 144,748
Countryside Blvd. (169 th – Brooksborg)	Full Depth Patch & Resurface	\$ 163,083	\$ 37,440
171 st Street (Carey – Union)	Mill & resurface / Wedge & level	\$ 238,896	\$ 112,086
Towne Road (161 st – 166 th)	Wedge, level & resurface	\$ 29,013	\$ 94,634
Westfield Public Safety Building (17535 Dartown Rd.)	Roller compacted concrete	N/A - New	\$ 77,000
East Street (SR 32 – Hoover St.)	Mill & resurface	N/A - New	\$ 61,036

Phase 1 Spring Subtotal: \$ 638,731.22

Summer Plan:

Location	Repair / Maintenance Plan	Anticipated Cost	Bid Value
Shady Nook Rd. (SR 32 – Sanibel Circle)	Mill & resurface	\$ 131,074	\$ 97,567
Carey Road (151 st – 161 st)	Wedge, level & resurface	\$ 262,184	\$ 193,990
Towne Road (166 th – Little Eagle Creek)	Wedge, level & resurface	\$ 86,011	\$ 103,611
Towne (146 th – 161 st)	Wedge, level & resurface	\$ 286,412	\$ 228,000
Public Safety NW/Main Lot (17535 Dartown Rd.)	Mill & resurface	N/A - New	\$ 16,835
Public Safety SW Lot (17535 Dartown Rd.)	Mill & resurface	N/A - New	\$ 16,837

Phase 1 Summer Subtotal: \$ 672,282.00

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The remainder of work for our road maintenance plan is scheduled to bid later this month. It will include some of the more substantial repairs that we need to do. They include the following:

Phase 2:

Location	Repair / Maintenance Plan	Anticipated Cost
Tomlinson (186 th Street – 191 st Street)	Full depth reclamation	\$ 212,817
Casey Road	Full depth reclamation	TBD
South Park Drive	Awaiting core information	TBD
Westfield Park Road	Awaiting core information	TBD

Phase 2 Subtotal: \$ TBD

4. Farr Hills Sewer/Water Project

This project is currently substantially complete and punchlist work is nearly complete. Barring any issues this project will be complete as soon as weather becomes favorable enough to begin asphalt work, new curb and gutter and landscaping installations. We anticipate this to be complete by May 12th.

5. Ridgewood Sewer/Water/Storm Project

This project is currently substantially complete and punchlist work is nearly complete. Barring any issues this project will be complete as soon as weather becomes favorable enough to begin asphalt work, new curb and gutter and landscaping installations. We anticipate this to be complete by May 12th.

6. 186th Street & Grand Park Blvd. Roundabout Extension

This project is underway and was on hold during the winter. Now that the plants have reopened and the subgrade conditions have improved to a point that finish materials can begin, construction has restarted. The remaining stone, curb and asphalt work should take about another 3 weeks. We have opened the road to traffic temporarily but will shut that down for final tie-ins when appropriate.

7. 161st Street & Carey Road Roundabout

This project is on track to work this summer. Utility relocations are on the critical path. Duke Energy's bid for relocations was received on March 7th. In accordance with the directive from the last BPW&S, we entered into an agreement for the power relocation at a cost of \$709,000. Additionally, we have requested further back-up supporting this cost but are moving forward with the work. This project will go out to bid by the end of the week with construction starting in May/June.

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8. Mill Street Extension

This project is on track to bid in the summer with construction slated to begin as soon as the moratorium on tree removal is lifted in September. The project is currently finishing up land acquisition with one major property in condemnation. This project is the first phase of our downtown revitalization associated with Grand Junction.

9. 191st Street & Tomlinson Road Roundabout

This project is completely designed. Appraisals have been completed and we are beginning to meet with landowners to secure right-of-way. Once right-of-way is secure, utility relocations will start immediately. Duke Energy shared with our design team that there will be no utility relocation costs with respect to power. Barring any issues with acquisition, this project is scheduled to bid immediately. We are hopeful construction can begin by June or July. The design of the roundabout allows for us to maintain traffic at the intersection throughout the construction process with short-term closures.

10. 156th Street & Springmill Road Roundabout (Federally supported)

This project is completely designed. Duke Energy is working with the City to avoid delays to high transmission line relocations that cannot be done in the summer months. Currently right-of-way acquisition is the major hurdle on the project. We are in discussions with the two of the remaining landowners. This processes is outlined by Federal statute and must be adhered to secure the financial support through INDOT. We are still pushing to have right-of-way secured in enough time to squeeze on to the August letting by INDOT for construction this summer/fall.

11. Wheeler Road Expansion

This project is the expansion of Wheeler Road from State Road 32 to 181st Street. This project is currently in design. Once right-of-way limits are set, appraisals will be completed and we will move into land acquisition. This is a key project to improve traffic into Grand Park. We anticipate for this project to bid in June with construction beginning immediately upon award with the goal of completion by the end of the paving season.

12. Ditch Road Extension

This project is the extension of Ditch Road north of State Road 32 to Casey Road. This project is currently in design. Land has been donated as a part of the development agreement and we are anticipating this project to be bid this summer and constructed this Fall and completing in the Spring of 2015.

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13. 161st Street & Oak Ridge Road Roundabout (Federally supported)

This project is completely designed. Currently right-of-way acquisition is the major hurdle on the project. We are in condemnation for the last land owner and hope to have this resolved shortly. This processes is outlined by Federal statute and must be adhered to secure the financial support through INDOT. As stated last month, if the right-of-way acquisition goes into condemnation, the schedule may be jeopardized by a drawn out process. We are working to resolve this as quickly as possible.

14. Grand Park

The current project report is attached for your information. Most importantly, the Park has opened and events are occurring and revenues are beginning to be realized by the City. We continue to build with a goal of completion in June

- Grand Park Progress Update (attached)

15. Grand Junction

The City has reached an agreement with our design team for the project. Land Collective and a host of specialty designers will begin their design for the downtown park starting next week. This activity will include active participation from our partners, the Grand Junction Task Group. This exciting project is anticipated to break ground next year after the completion of the Mill street extension. The design of this project will be running the remainder of this year and into 2015. As information comes available, we will make it available to the Board.

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Field Sports Progress Update

Date: 3/26/2014

Synthetics - F2-8

Fields and Building#4 In Use
Sports Lights are Turned Over

Work in Progress: Working on Bldg#4 punchlist and added electrical scope. Pathway lights are on. Lot D & G lights are on. Completed curbs in Lot G. Begain topsoil placement in main lot.

Issues: Sod fixes and asphalt fixes and node concrete will begin once weather and crew availability allow. Laydown in main parking lot is scheduled for mid-late April. ISP has given Urick the storage room for concessions storage on the soccer side, due to the transformer issue. Need details from Urick on 208V requested power.

Construction Completion

Area Complete: 6/19/2014

Bluegrass - F9-14, F27-31

1st Scheduled Tourney: 4/1/2014 *now 4/11?*
1st Scheduled Practice: 3/28/2014 *now 4/6?*

Work in Progress: Backstop netting is in progress and will complete in the next week or so.

Construction Completion

Concession#2 for Urick: 5/26/2014 *revised*
Fields Ready for Play: 3/27/2014
Area Complete: 6/19/2014

Issues: Brickman will airate as soon as temperatures allow. Concession opening is revised per new priority schedule. May be able to get restrooms a couple weeks earlier, depending on overall project progress. Anticipate needing port-o-lets and temp concessions for the 4/11 tourney. Need Lot 1 cleanup and temp lights if still on for 3/28

Bermuda - F1, F15-26

1st Sched Tourney/Practice June

Work in Progress: Backstop netting is in progress and will likely be complete by the 4/11 tourney. Completed curbs in Lot F.

Construction Completion

Restrooms of #1: 4/11/2014 *tentative*
Concession#1 for Urick: 4/28/2014
Fields Ready for Play: June
Area Complete: 6/19/2014

Issues: Working with Myer to see if restrooms can be open by 4/11. This will depend on progress with the baseball concessions.

Field Sports Operations Building

Construction Completion

Bldg Ready for Use: 4/11/2014 *partial*
Bldg Interior Complete: 4/30/2014 *revised*
Area Complete: 6/19/2014

Work in Progress: Permanent heat is on. Restroom tile work is beginning.

Issues: Have trash compactor power requirements. Due to delays in getting permanent power and other issues, 4/11 will be a partial availability (garage, restrooms and large meeting room) for that weekend's tourney. Doug confirming that ISP is providing furniture.

GP Administration Building

Construction Completion

Bldg Ready for Use: 5/31/2014
Area Complete: 6/19/2014

Work in Progress: Continuing MEP Rough-Ins and began hanging drywall.

Issues: Have trash compactor power requirements.

Baseball Progress Update

Date: 3/26/2014

Championship - D1

Diamond Open for Use
Sports Lights are Turned Over

Work in Progress: Power is to D1 receptacles. 2nd concrete pour is in place at the plaza.

Construction Completion

Area Complete: 6/19/2014

Issues: Incorrect backstop net is installed. Will replace after the correct net is identified. Couldn't pour remaining nodes Mon/Tues due to temperatures. Turf punchlist work to resume once temps improve.

High School - Natural D2, Synthetic D3-5

1st D3-5 Use/Tourney: 4/4/2014
1st Sched D2 Use: 4/24/2014

Work in Progress: Motz working punchlist as temps allow. Plaza and pathway stone is being installed. Pending temperatures, concrete will start this week. Concession work continues. Netting is almost complete with D2-5. Cable pulls to sports lights are complete.

Construction Completion

Restrooms for #7: 4/3/2014 *new*
Concession#7 for Urick: 4/7/2014
D3-5 Ready for Play: 4/3/2014 *revised*
D2 Ready for Play: 4/23/2014 *revised*
Area Complete: 6/19/2014

Issues: Need to know when sports lights will be needed for D3-5. Lot 6 remains soft and may need to dry the subgrade or wait until it firms up to pave. Concession #7 delivery will be tight, but Myer is focusing on it directly after #10.

Junior - Synthetics D13-16

1st Sched Use/Tourney: 4/4/2014

Work in Progress: Concession masonry is completing. Starting concession concrete and siding. Completing shade structure posts. Started netting for the fields.

Construction Completion

Restrooms for #9: 4/11/2014 *tentative*
Concession#9 for Urick: 4/25/2014
Ready for Play: 4/3/2014 *revised*
Area Complete: 6/19/2014

Issues: This complex will only have stone at opening. Plaza and building availability is driving revised ready for play date. Need confirmation of when sports lights will be required as these may not be ready until 4/11. Working to improve concession #9 delivery date.

Junior - Natural D17-26

1st D17-22 Use: 4/4/2014 *revised*
1st D23-26 Use: 4/11/2014 *revised*

Work in Progress: D17-22 all have been remediated and infield mix placement and sod fixes are in process. D23-26 have been cut and subgrade is being replaced. Finishes for Building #10 are in progress. Plaza 12 concrete is placed.

Construction Completion

Concession#10 for Urick: 4/1/2014
D17-22 Ready for Play: 4/3/2014 *revised*
D23-26 Ready for Play: 4/10/2014 *revised*
Area Complete: 6/19/2014

Issues: Have concerns about netting installation getting done, however, the contractor has replaced its crew and added manpower. Water supply capacity to Bldg 9, 10 & 12 is in question. Testing this week. May need booster or additional service. Concession #10 move-in will be challenging.

Flex - Natural D6-12

1st D11 & 12 Use: 4/11/2014 *revised*
1st D10 Use: 4/19/2014
1st D6-9 Use: 4/24/2014

Work in Progress: D6-12 remediation is in process. Fields with infield mix are nearly complete with mix removal. Subgrade removal is beginning.

Construction Completion

Concession#6 for Urick: 6/15/2014 *revised*
D11 & 12 Ready for Play: 4/10/2014
D10 Ready for Play: 4/18/2014
D6-9 Ready for Play: 4/23/2014
Area Complete: 6/19/2014

Issues: Concession building schedule is expected to improve, but this is the current projected delivery.