



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda_05_02_2013

Thursday, May 02, 2013 at 03:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Thursday, May 02, 2013 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- 3/28/13

Documents: [3/28/13](#)

Presentations

None

Ordinances and/or Resolutions

None

Quote Approval

None

Bid Approval

None

Construction Standards & Specifications Changes

None

Performance and/or Maintenance Bond Release

None

Change Orders

None

Contracts/Leases

Action Item #2: Grand Park Sports Campus- Synthetic Turf Lease

Documents: [Grand Park Sports Campus- Synthetic Turf Lease \(Bids 3-1 & 3-2\)](#)

Action Item #3: 156th Street & Springmill Road Roundabout Design

Documents: [156th Street & Springmill Road Roundabout Design](#)

Agreements and/or Memorandum of Understanding (MOU)

Action Item #4: Consideration for Approval of Reduction of Fees

Documents: [Consideration for Approval of Reduction of Fees](#)

Consent Agenda

Grand Park Sports Campus- Bid Packages III, IV & V Contracts

Documents: [Grand Park Sports Campus- Bid Packages III, IV & V Contracts](#)

Wheeler Road Water Main

Documents: [Wheeler Road Water Main](#)

Department Reports

Fire

Documents: [WFD Report](#)

Parks and Recreation

Documents: [Parks & Rec Report](#)

Police

Documents: [WPD Report](#)

Public Works

Documents: [WPWD Report](#)



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: April 22, 2013

RE: Park Improvements as of April 2013

Dear Board Members:

The Parks & Recreation Department's major focus this month has been preparing for the recreational programs starting at the end of April. The build out at the Main Street Facility has experienced some setbacks and the maintenance staff is spending most of their time trying to complete the work.

The landscaping contract has been signed with Brickman, and the Parks Department will oversee the services they will provide throughout the parks and trail system as well as all other City owned facilities. With the crazy spring weather, Brickman is behind schedule but should be caught up this week.

PARKS

All restrooms and drinking fountains have been turned on in the parks and on the trails.

I am happy to report we experienced very little damage as a result of the flooding last week.

Grand Junction Park/Plaza

The demolition of the Mufflers and More site started on April 22nd. An additional six buildings within the park boundaries will come down soon. Asbestos testing will be completed this month and then the demolition RFP will be issued.

Quaker Park

The maintenance staff will be opening the Splash Park at Quaker Park for the Memorial Day Weekend.

TRAILS

Grand Junction Trail

The rework of the Grand Junction Trail on South Union Street has been completed two weeks early. It looks very nice.

Monon Trail

The preliminary field check for the Monon Trail Tunnel project at 161st Street was held on Monday, April 22nd. We should have completed plans by the end of May. This project will follow the INDOT timeline for the closure of 161st Street.

We are finalizing the contract with DLZ for the Monon Trail project north of State Road 32. This project includes several phases and will be partially funded with Federal Transportation Enhancement Grants. We are also seeking the Bicentennial Nature Trust Grant to help with land acquisition.

At this time we are in the process of purchasing the Monon corridor along the old Sacrete property as well as a section of land from Westfield LLC (Custom Concrete). Both properties are south of State Road 32 and will complete that section of the Monon Trail.

OTHER PROJECTS/EVENTS

Safe Routes to School

The RFP for the Safe Routes to School Plan for Oak Trace Elementary School was posted by INDOT on April 11th. Proposals are due on May 15th. We are looking forward to working with the school, the advisory committee and the consultants on creating a Safe Routes to School plan for Oak Trace that we can then duplicate for the other elementary schools.

In conjunction with this concept we are assisting with organizing a **Bike to School Day** for both Oak Trace Elementary and Washington Woods Elementary Schools on Wednesday, May 8th. The Mayor and Dr. Keen are participating.

Bike to Work Day

Parks and Recreation

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

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

We would like to encourage you and others in Westfield to join thousands of people on Friday, May 17th and bike to work that day.

Arbor Day

On Saturday, April 27th we will host Arbor Day at Quaker Park starting at 10AM. Forty nine trees will be planted by staff and volunteers. We are also giving away 500 trees to good homes. Please join us that morning and take several trees home to plant. I attached a flyer for more information.

Community Plant Day

On Saturday, May 18th we will host Community Plant Day at Quaker Park. This yearly event invites volunteers to help the Westfield in Bloom Committee Plant Pride in our community. The color for 2013 is purple. We are asking for volunteers to help plant purple petunias in the flower beds throughout the park. I attached a flyer for more information.

Parks and Recreation

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

2728 East 171st Street
Westfield, IN 46074
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Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

March 2013

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WESTFIELD POLICE DEPARTMENT

March 2013

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

Abduction/ Kidnapping	0
Abuse/ Abandonment/Neglect	2
Admin- K-9 Detail	0
Admin- Log Information	0
Admin-Public Relations	0
Admin- Special Detail	2
Admin- Test Calls	0
Admin- Tow Release	0
Admin- Warning Correction	0
Alarm- Bank	1
Alarm- Business	67
Alarm- Residence	53
Animal- Complaints	19
Assault- Battery	5
Assault- Sexual	1
Assist- Fire Incident	4
Assist- Medical Incident	8
Assist- Other Agencies	9
Bomb Found/ Suspicious Pkg	1
Burglary/ Home Invasion	3
Damage/ Vandalism/ Mischief	9
Deceased- All Others	0
Disturbance- Fireworks Cmplt	0
Disturbance- Loud Party	0
Disturbance- Noise Complaint	5
Disturbance- Nuisance	0
Disturbance- Physical (fight)	3
Disturbance- Verbal	1
Domestic Disturbance	11
Drugs- Complaint	2
Fraud- Criminal Deception	1
Fraud- Forgery	19
Fraud- Prescription	0
Harassment/ Stalking/ Threat	14
Indecency / Lewdness	0
Intoxicated- Possible DUI	4
Mental/ Emotional- Behavioral	8
Miscellaneous	6

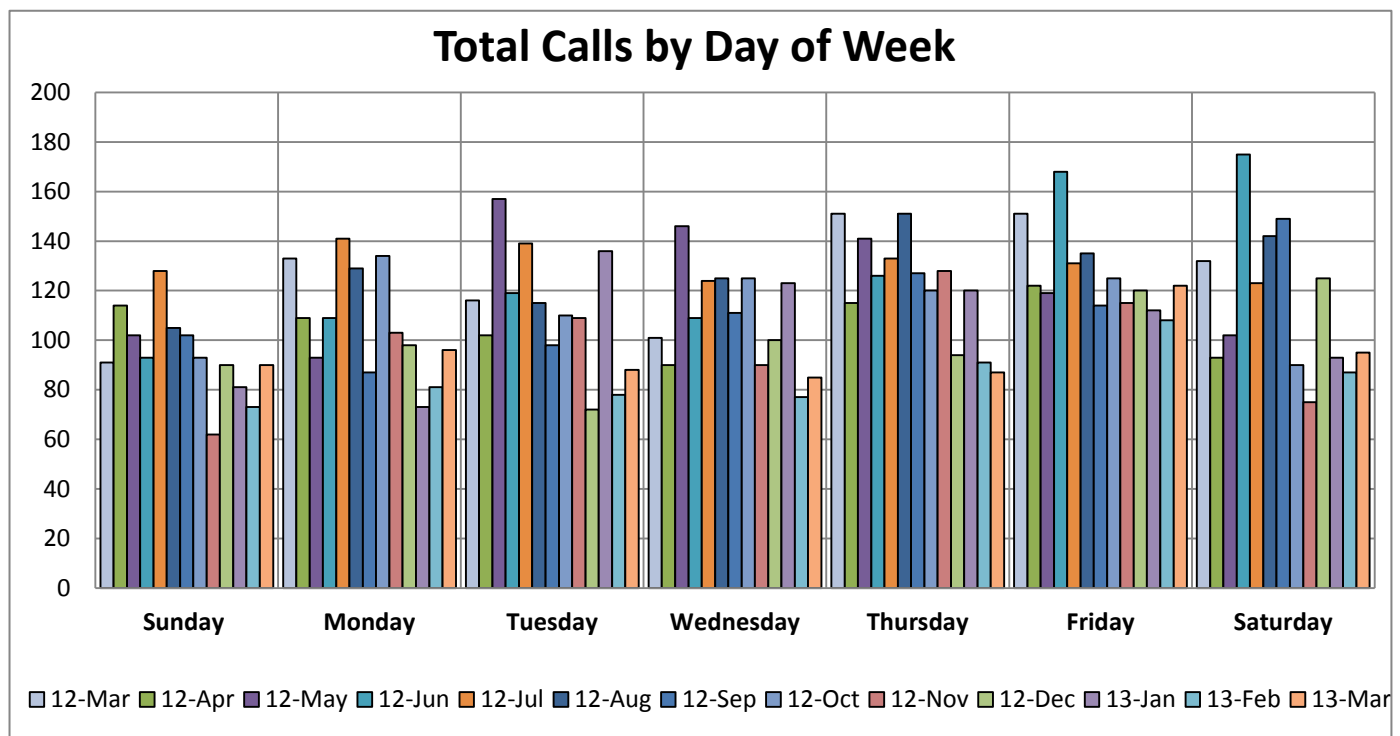
Person-Missing	1
Persons- Runaway	3
Robbery-Carjacking	0
Service Call- 9-1-1 Hang Up	5
Service Call- Damage to Property	4
Service Call- Found Property	7
Service Call- Keep the Peace	33
Service Call- Lost Property	4
Service Call- Notification	7
Service Call- Security Check	3
Service Call- Vehicle Lockout	50
Service Call- Vin Check	19
Service Call- Welfare Check	25
Suicidal- Attempted	0
Suicidal- Persons Threatening	3
Supplemental- Case Follow Up	22
Suspicious- Noises	0
Suspicious- Open Door/ Window	1
Suspicious- Person/Prowler	15
Suspicious- Solicitor	2
Suspicious- Vehicle	12
Theft- From a Vehicle	3
Theft- Of a Vehicle	1
Theft- Others	18
Theft- Shoplifting	13
Trespassing/ Unwanted Person	6
Trfc Complaint - Abandoned Veh	2
Trfc Complaint- Driving Issues	38
Trfc Complaint- Parking Issues	4
Trfc Hazard- Debris in Road	4
Trfc Hazard- Disabled Vehicle	26
Trfc Hazard- Trfc Signal Out	3
Trnsprtn Acdnt- MV Hit & Run	5
Trnsprtn Acdnt- MV Prop Damg	47
Trnsprtn Acdnt- MV Prsnl Inj	7
Wanted- Warrant Service	3
Weapons- Person Carrying	1
Weapons- Shot Fired	2

WESTFIELD POLICE DEPARTMENT

March 2013

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

DAY	12-Mar	12-Apr	12-May	12-Jun	12-Jul	12-Aug	12-Sep	12-Oct	12-Nov	12-Dec	13-Jan	13-Feb	13-Mar
Sunday	91	114	102	93	128	105	102	93	62	90	81	73	90
Monday	133	109	93	109	141	129	87	134	103	98	73	81	96
Tuesday	116	102	157	119	139	115	98	110	109	72	136	78	88
Wednesday	101	90	146	109	124	125	111	125	90	100	123	77	85
Thursday	151	115	141	126	133	151	127	120	128	94	120	91	87
Friday	151	122	119	168	131	135	114	125	115	120	112	108	122
Saturday	132	93	102	175	123	142	149	90	75	125	93	87	95
TOTAL	875	745	860	899	919	902	788	797	682	699	738	595	663



WESTFIELD POLICE DEPARTMENT

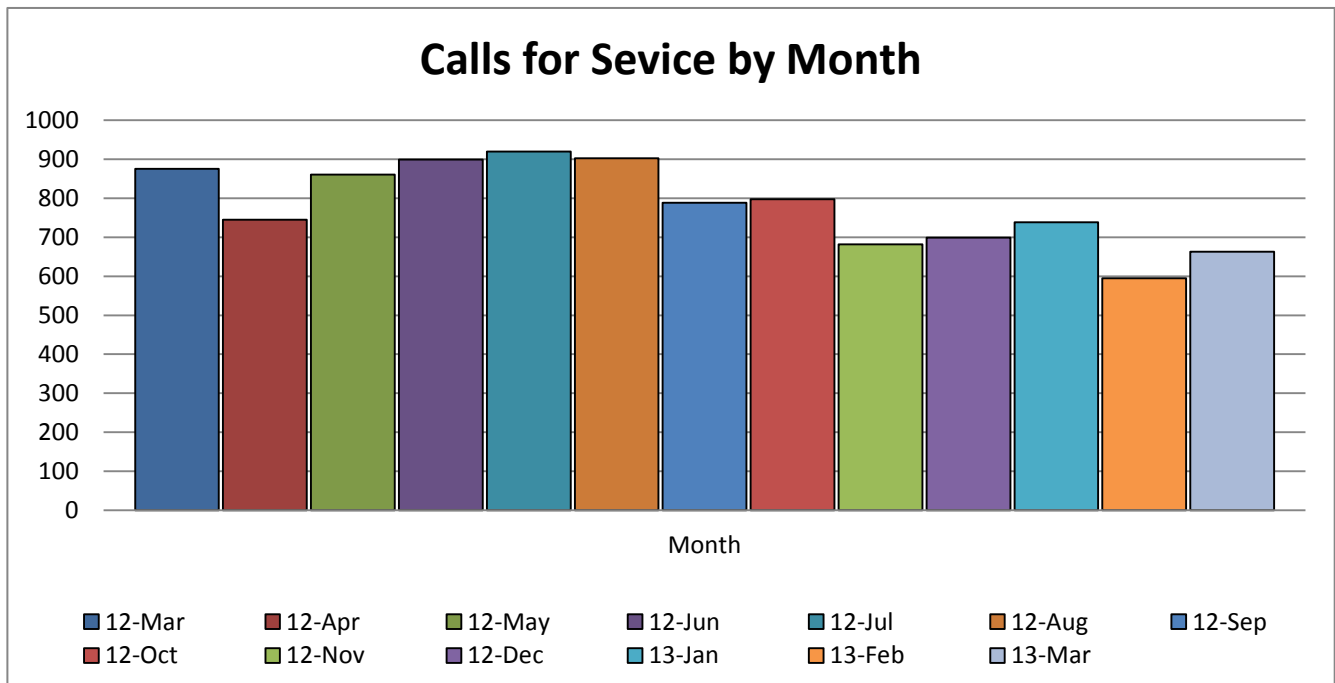
March 2013

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

HOURL	12-Mar	12-Apr	12-May	12-Jun	12-Jul	12-Aug	12-Sep	12-Oct	12-Nov	12-Dec	13-Jan	13-Feb	13-Mar
0	22	20	26	22	33	22	21	25	12	16	17	17	20
1	25	20	19	19	22	21	7	9	15	20	16	12	9
2	16	14	11	11	10	13	9	7	12	10	14	7	10
3	15	16	10	16	18	15	9	8	9	10	13	8	4
4	5	10	9	16	15	9	11	10	9	6	3	7	11
5	12	7	10	5	11	12	8	13	9	9	14	11	6
6	13	17	18	12	11	18	19	32	13	11	10	11	13
7	35	17	27	23	22	27	20	21	33	28	24	14	25
8	40	37	29	33	35	36	36	37	35	38	35	24	32
9	39	38	28	40	41	48	36	45	40	39	35	37	34
10	32	40	50	41	46	45	52	36	40	39	39	43	34
11	42	43	49	58	62	40	38	45	40	39	46	33	46
12	57	36	48	47	52	56	43	47	36	44	44	43	38
13	53	39	53	43	35	60	51	46	47	40	37	39	40
14	57	50	53	54	42	55	45	60	44	39	52	35	50
15	62	44	60	54	67	73	54	53	44	47	56	40	45
16	61	50	58	65	60	52	41	40	46	41	58	45	28
17	49	57	52	63	51	54	63	52	34	37	44	34	38
18	46	44	58	50	58	47	59	45	35	36	47	31	41
19	53	40	49	50	49	50	34	47	30	42	26	24	33
20	57	29	49	53	44	34	45	44	31	32	26	25	27
21	31	27	30	48	53	37	41	36	26	24	36	21	33
22	33	29	36	44	47	44	24	24	18	21	25	18	27
23	20	21	28	32	35	34	22	15	24	31	21	16	19
TOTAL	875	745	860	899	919	902	788	797	682	699	738	595	663

WESTFIELD POLICE DEPARTMENT

March 2013



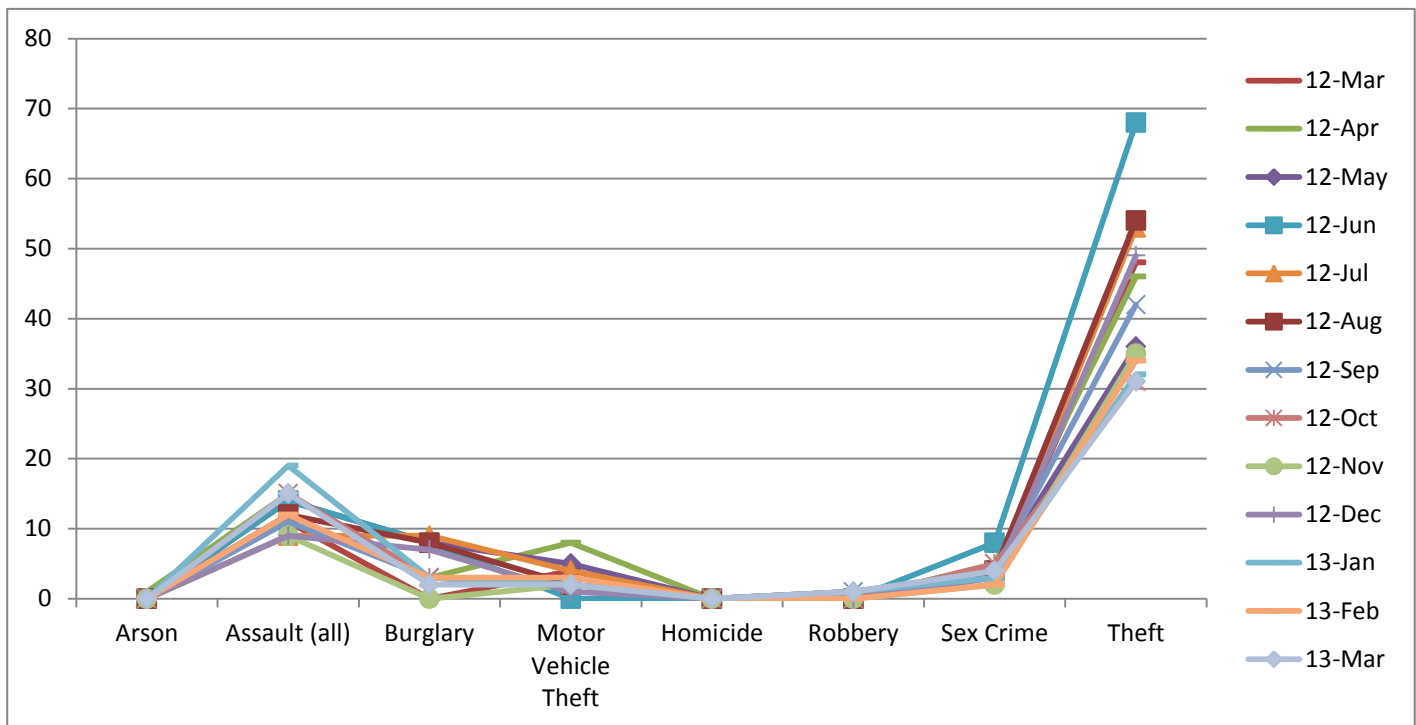
WESTFIELD POLICE DEPARTMENT

March 2013

UCR OFFENSES*

OFFENSE	12-Mar	12-Apr	12-May	12-Jun	12-Jul	12-Aug	12-Sep	12-Oct	12-Nov	12-Dec	13-Jan	13-Feb	13-Mar
Arson	1	1	0	0	0	0	0	0	0	0	0	0	0
Assault (all)	11	15	14	14	9	12	11	15	9	9	19	12	15
Burglary	0	3	8	8	9	8	3	3	0	7	3	3	2
Motor Vehicle Theft	4	8	5	0	4	2	2	2	2	1	2	3	2
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Robbery	1	0	0	0	1	0	1	0	0	0	1	0	1
Sex Crime	3	5	4	8	3	4	4	5	2	3	3	2	4
Theft	48	46	36	68	53	54	42	31	35	49	32	34	31
TOTAL	68	78	67	98	79	80	63	56	48	69	60	54	55

*hierarchy rule was not used in calculating results



WESTFIELD POLICE DEPARTMENT

March 2013

NON UCR OFFENSES

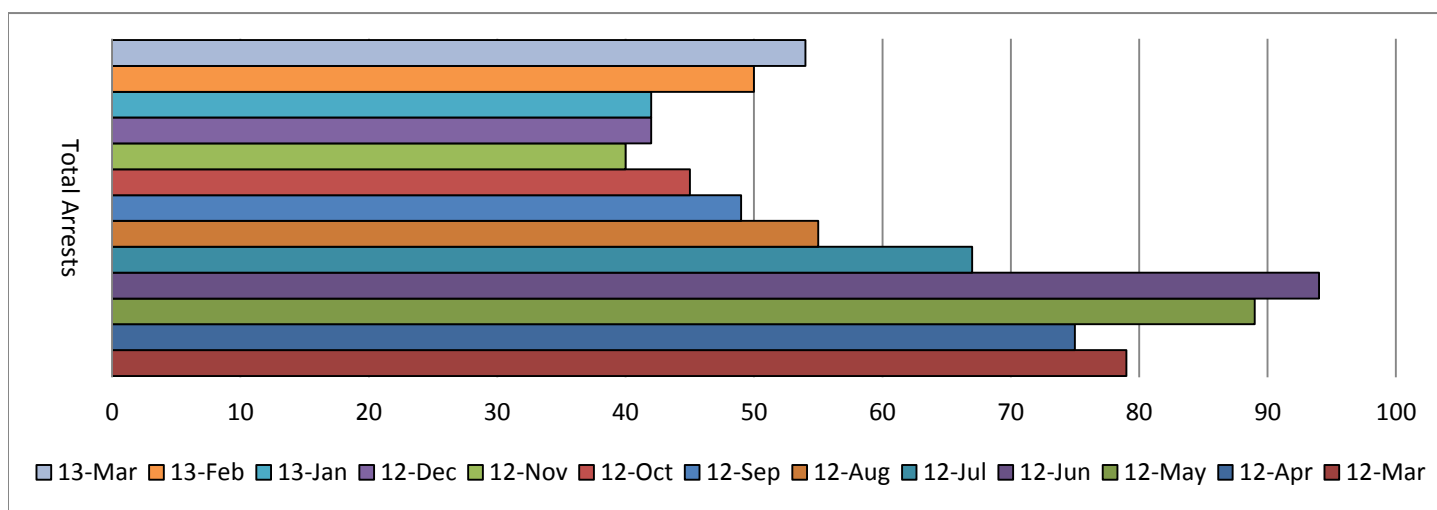
ALARMS	0
ANIMALS/ INCLUDING DOG BITES	1
ASSIST OTHER AGENCY	4
CHECK DECEPTION	0
CHILD ABUSE REPORTED	6
CHILD CUSTODY DISPUTE	3
CHILD NEGLECT REPORTED	3
CIVIL DISPUTE	7
CRIMINAL CONFINEMENT	0
CRIMINAL MISCHIEF/VANDALISM	15
CRIMINAL RECKLESSNESS	1
DAMAGED PROPERTY	5
DEATHS OTHER THAN HOMICIDE/SUICIDE	2
DISORDERLY CONDUCT	0
DISTURBANCE/ARGUMENTS/FIGHTS	8
DOMESTIC DISTURBANCE	5
DRIVING WHILE SUSPENDED	15
DRUG ABUSE VIOLATIONS	9
FALSE INFORMING OR REPORTING	1
FORGERY/COUNTERFEITING	3
FRAUD	14
FRAUD-CREDIT CARD	4
HARASSMENT	2
HARASSMENT/TELEPHONE	7
INCORRIGIBILITY	2
INTERFERENCE WITH REPORTING A CRIME	1
INVASION OF PRIVACY	3

JUVENILE COMPLAINT	2
LEAVING THE SCENE/HIT AND RUN	4
LIQUOR LAW VIOLATIONS	3
LOSS OF PROPERTY	4
MENTAL PERSON/DEMENTED	2
MISSING PERSON/LOST	0
OPERATING WHILE INTOXICATED	6
OPERATOR NEVER LICENSED	8
POSS MARIJUANA	5
PROPERTY FOUND	9
PUBLIC INTOXICATION	0
RECKLESS DRIVING	1
RESIDENTIAL ENTRY	0
RESISTING LAW ENFORCEMENT	2
RUNAWAY	3
SOLICITING	0
STALKING	0
SUICIDE/ATTEMPTS/THREATS OF	5
SUSPICIOUS INCIDENT/PERSON	12
THREATS/INTIMIDATION	5
TRAFFIC ACCIDENTS	5
TRAFFIC VIOLATIONS	30
TRESPASSING	4
UNLAWFUL ENTRY OF A VEHICLE	0
VIOLATION OF RESTRAINING ORDER	0
WEAPON VIOLATION	1
WELFARE CHECK	9

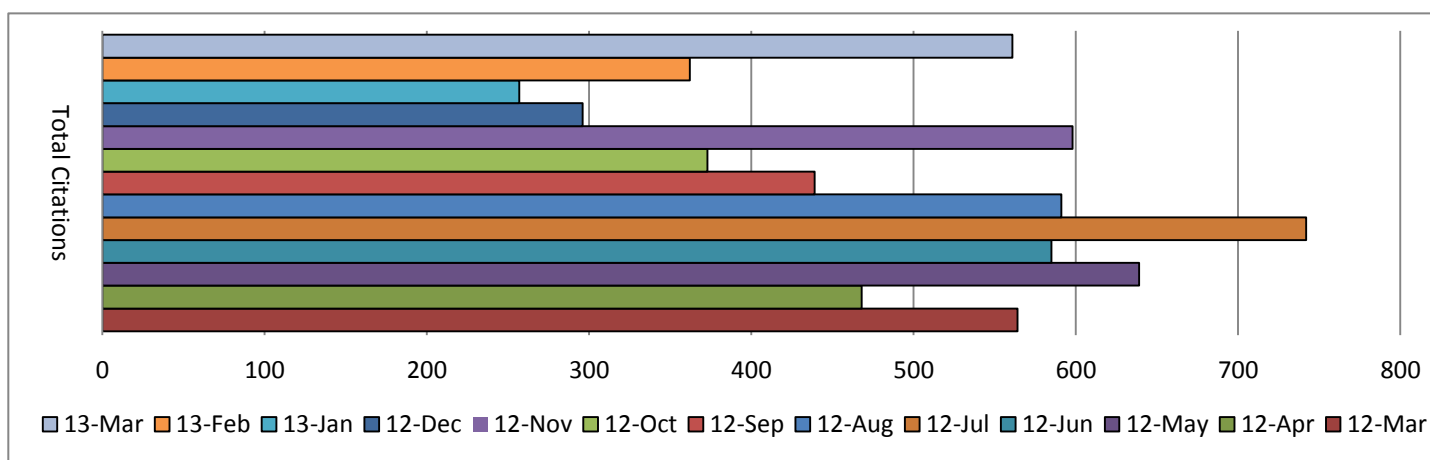
WESTFIELD POLICE DEPARTMENT

March 2013

Arrest Reports Taken	12-Mar	12-Apr	12-May	12-Jun	12-Jul	12-Aug	12-Sep	12-Oct	12-Nov	12-Dec	13-Jan	13-Feb	13-Mar
Alcohol/ Drug Related	34	26	41	37	31	25	24	23	14	13	14	15	16
Felony Charges	21	30	20	24	18	11	16	11	14	8	12	8	16
Misdemeanor Charges	90	82	118	111	70	58	61	56	42	50	44	59	56
Traffic Arrest Charges	42	52	65	49	42	31	34	28	17	36	28	39	38
Total Arrests	79	75	89	94	67	55	49	45	40	42	42	50	54



Total Citations	564	468	639	585	742	591	439	373	598	296	257	362	561
<i>Bike Patrol</i>	1	0	0	0	0	0	0	0	0	0	0	0	0
Total Written Warnings	802	811	1092	813	811	724	714	633	735	555	601	677	1013
<i>Bike Patrol</i>	8	0	0	0	0	0	0	0	0	0	0	0	0
Total Traffic Accidents	54	38	70	52	53	64	45	55	50	64	53	40	35
<i>Hit and Run</i>	7	1	8	6	4	4	2	3	1	3	2	3	3
<i>Personal Injury</i>	7	13	10	5	14	16	9	7	10	12	8	6	6
<i>*Fatality</i>	0	0	0	0	0	0	0	0	0	0	0	0	0
<i>Property Damage</i>	40	24	52	41	35	44	34	45	39	49	43	31	21

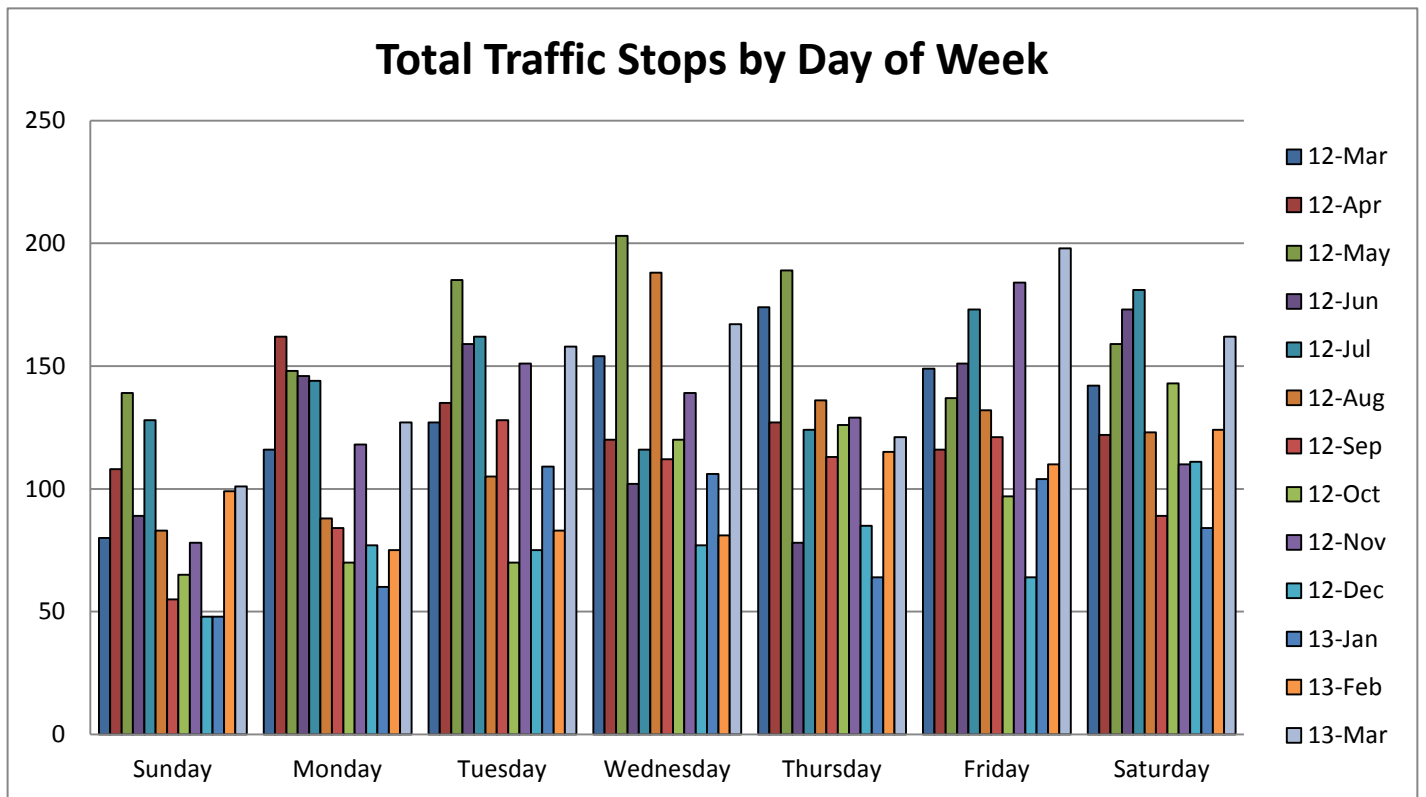


WESTFIELD POLICE DEPARTMENT

March 2013

Traffic Stops: SELF INITIATED by Day of Week

Day:	12-Mar	12-Apr	12-May	12-Jun	12-Jul	12-Aug	12-Sep	12-Oct	12-Nov	12-Dec	13-Jan	13-Feb	13-Mar
Sunday	80	108	139	89	128	83	55	65	78	48	48	99	101
Monday	116	162	148	146	144	88	84	70	118	77	60	75	127
Tuesday	127	135	185	159	162	105	128	70	151	75	109	83	158
Wednesday	154	120	203	102	116	188	112	120	139	77	106	81	167
Thursday	174	127	189	78	124	136	113	126	129	85	64	115	121
Friday	149	116	137	151	173	132	121	97	184	64	104	110	198
Saturday	142	122	159	173	181	123	89	143	110	111	84	124	162
TOTAL	942	890	1160	898	1028	855	702	691	909	537	575	687	1034



WESTFIELD POLICE DEPARTMENT

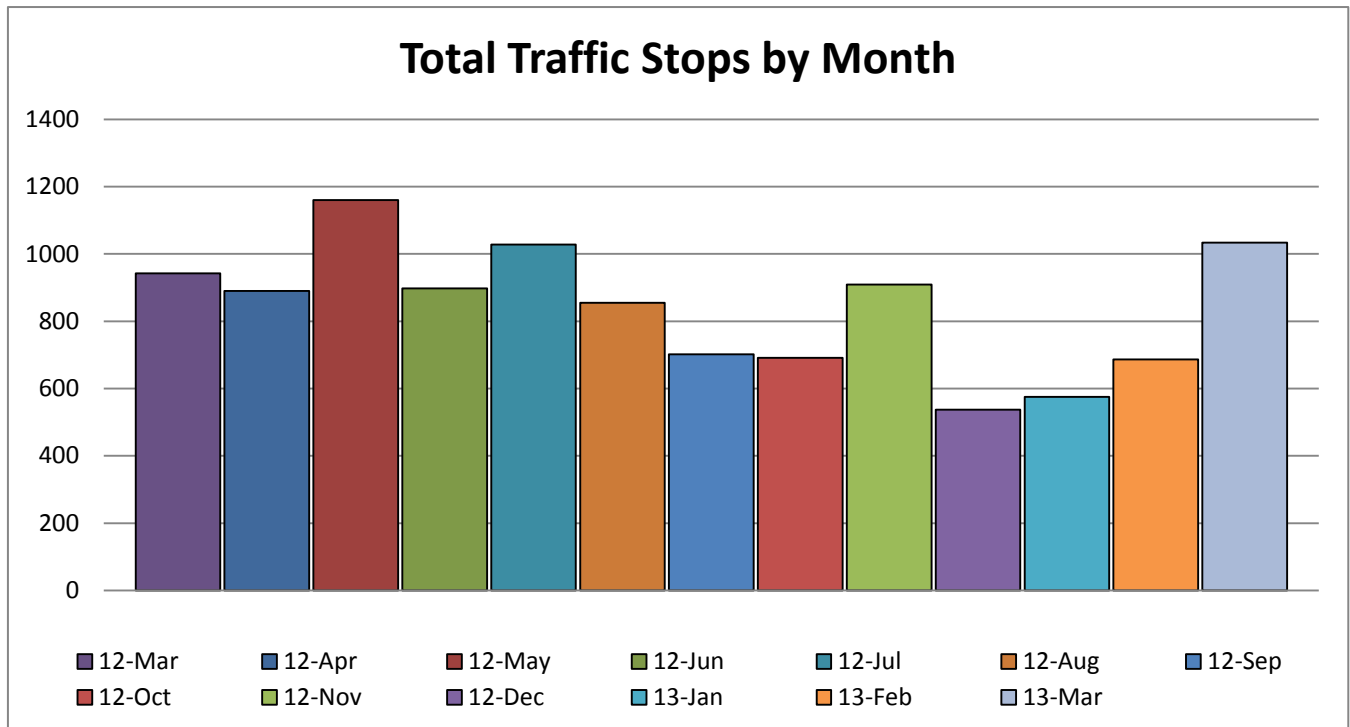
March 2013

Traffic Stops: SELF INITIATED by Hour of Day

Hour:	12-Mar	12-Apr	12-May	12-Jun	12-Jul	12-Aug	12-Sep	12-Oct	12-Nov	12-Dec	13-Jan	13-Feb	13-Mar
0	49	48	63	30	24	29	36	31	36	24	34	45	60
1	27	38	34	33	17	22	14	18	19	17	28	29	58
2	14	15	20	20	12	6	11	13	7	12	12	12	28
3	2	6	3	9	5	7	6	7	11	5	3	7	11
4	5	3	24	11	5	5	11	17	14	12	10	9	16
5	4	8	17	16	5	4	11	16	10	26	10	19	21
6	16	13	11	4	8	7	6	6	2	0	2	4	10
7	25	20	28	25	26	35	15	16	15	10	18	13	30
8	31	15	43	36	44	54	43	34	45	29	26	25	52
9	36	26	49	32	54	55	36	32	58	26	40	25	46
10	57	26	54	49	75	47	49	53	58	27	22	35	34
11	29	9	20	22	39	37	11	24	38	14	7	19	27
12	39	26	23	24	55	44	31	22	41	13	19	19	37
13	48	41	33	48	71	55	56	25	62	11	40	15	56
14	54	44	41	41	72	60	53	23	63	25	40	16	46
15	43	36	35	42	73	52	31	24	42	22	13	9	34
16	38	19	31	42	66	33	18	23	36	5	4	6	31
17	30	23	19	31	38	20	16	8	22	18	15	16	31
18	110	114	133	56	50	50	26	28	39	26	15	32	51
19	67	82	113	109	75	69	63	78	74	39	42	92	115
20	42	40	59	44	64	30	36	53	41	43	41	53	56
21	57	74	93	50	41	33	26	40	43	38	31	32	61
22	57	91	102	71	54	48	43	61	78	54	56	57	63
23	62	73	112	53	55	53	54	39	55	41	47	98	60
TOTAL	942	890	1160	898	1028	855	702	691	909	537	575	687	1034

WESTFIELD POLICE DEPARTMENT

March 2013



**Westfield Police Department
Community Events
March 2013**

3/4-8/13 College Intern 50 hour program – Investigations and Patrol

3/19/13 Department tour and safety talk for Daisy Troop – Nights A

3/23/13 Westfield Washington Schools Health and Safety Fair – Officer Daniels and Denise Gilreath

3/23/13 5 year-old boy wanted to meet a police officer and see a police car for his birthday – Days A

3/26/13 WeCan Meeting

3/27/13 Run With a COP

9 car seat installations – Denise Gilreath

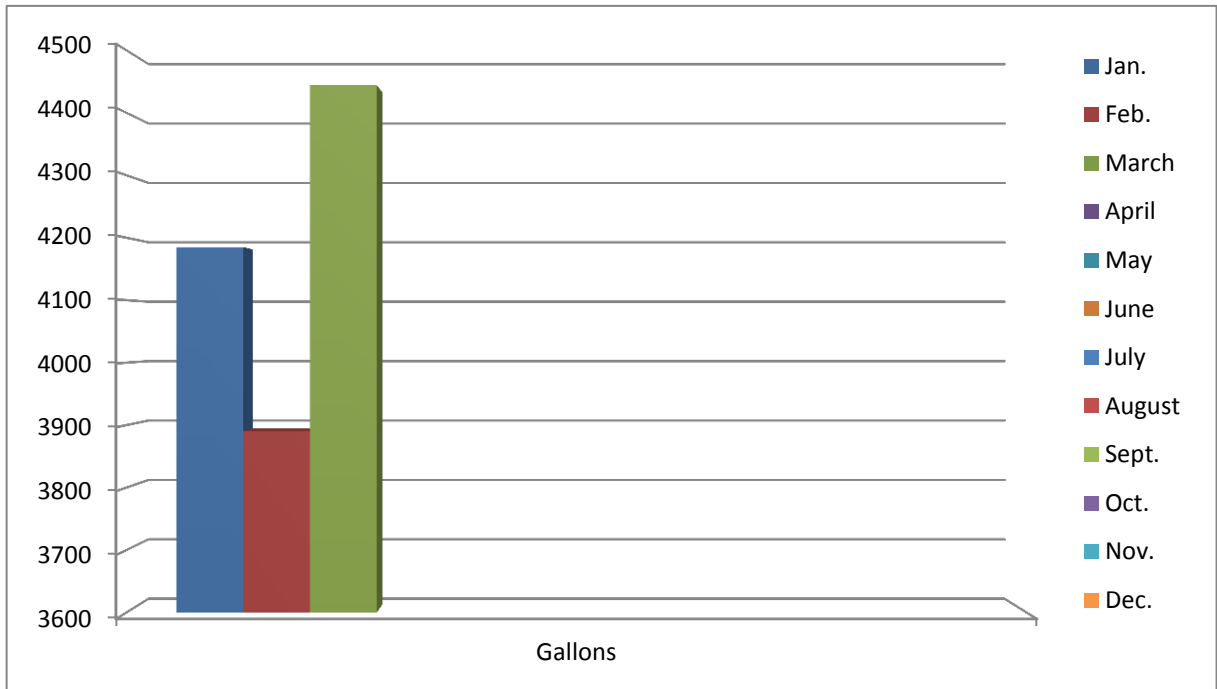
WESTFIELD POLICE DEPARTMENT

Monthly Fuel Purchases

Gallons 2012/2013

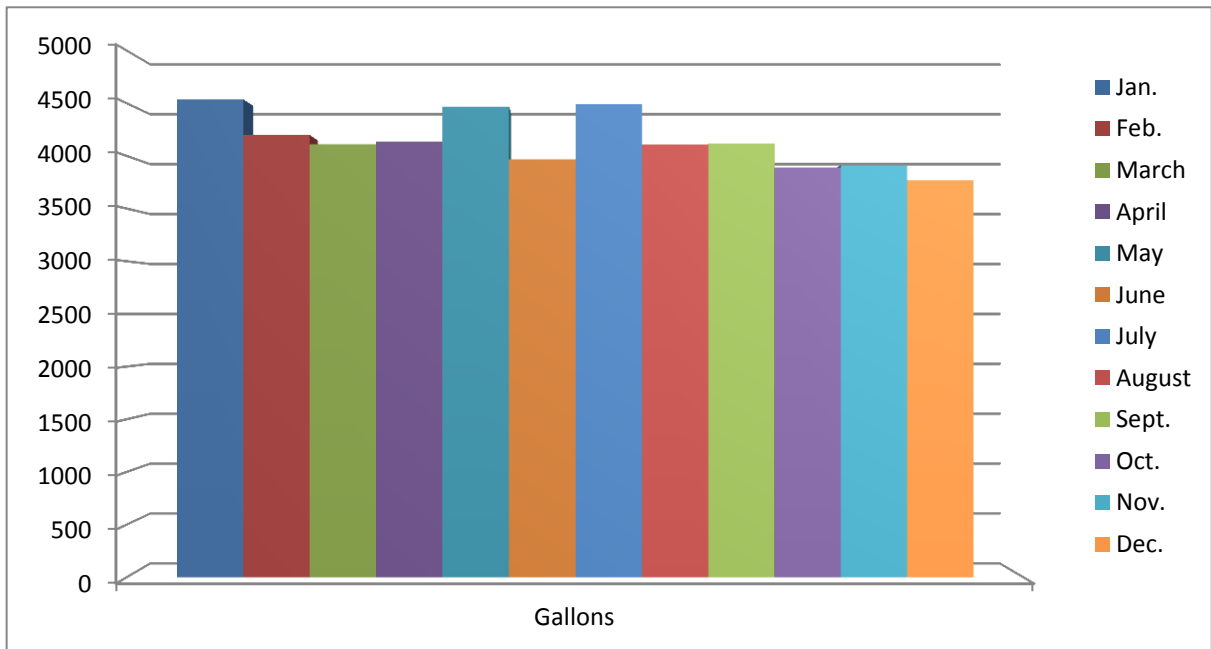
Fuel Purchases 2013

Month	Jan.	Feb.	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.
Gallons	4185	3890	4444									



Fuel Purchases 2012

Month	Jan.	Feb.	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.
Gallons	4538	4200	4113	4134	4469	3968	4490	4112	4115	3888	3912	3768



Monthly Training Summary

March 2013

3/4-15/13 Supervision of Police Personnel – Sgt. Adams

3/4/13 Use of Force Policy Development Workshop – Capt. Lowes

3/5/13 Taser Instructor Recertification – Detective Lt. Lilly

3/7/13 Human Trafficking Alliance Workshop - Investigations

3/7/13 Monthly K-9

3/10-14/13 National Interdiction Conference – Officer Grimes

3/11-15/13 ESU – Sgt. Siara and Officer Harrell

3/12-13/13 Firearms Qualification

3/13-15/13 Crisis Intervention Team – Officer Hopkins



**City of Westfield Fire Department
Board of Public Works & Safety Report
March 1st- 31st, 2013**

**Contact: Chief Jason Lemons
or Kristen Sparks
804-3333**

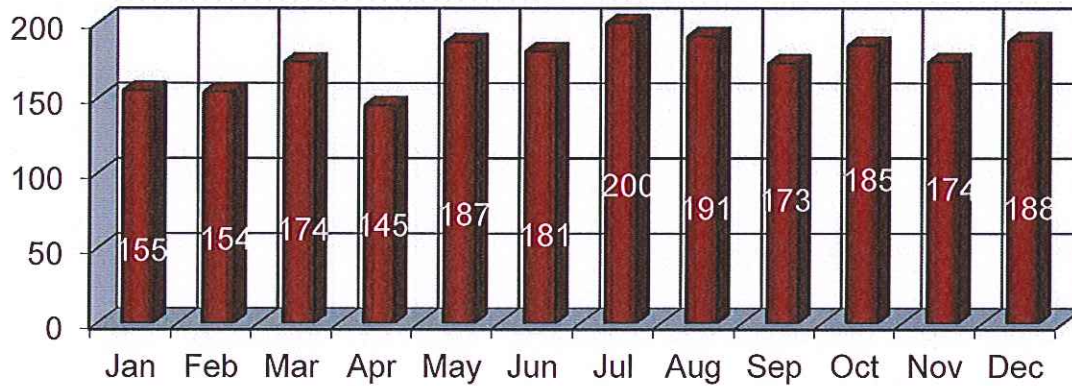


Westfield Fire Department 2013 Incident Statistics By Fire / Medical Groups

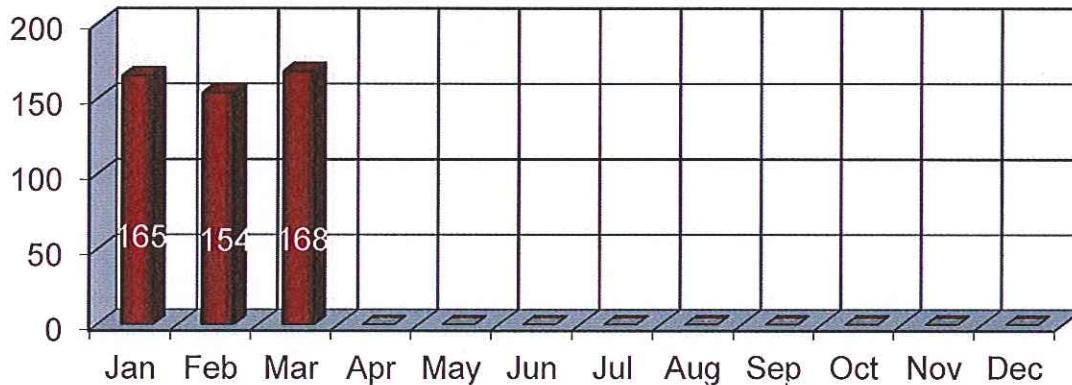


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Total WFD Fire Incidents	53	46	49										148	30.4%
Total WFD Medical Incidents	112	108	119										339	69.6%
Total WWFD Incidents	165	154	168	0	0	0	0	0	0	0	0	0	487	100%

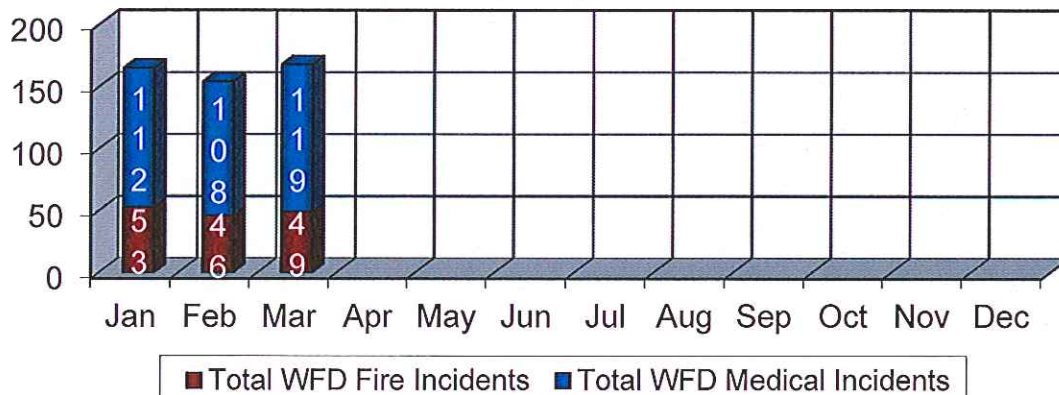
Westfield Fire Department
2012 Total Incidents



Westfield Fire Department
2013 Total Incidents



Westfield Fire Department
2013 Incidents by Fire/Medical



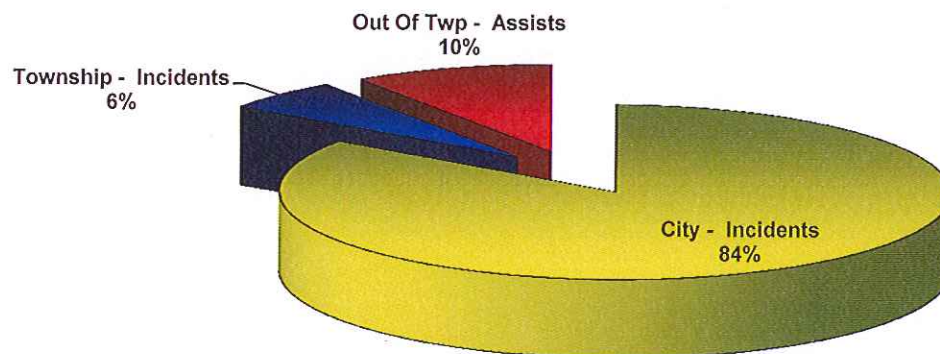


**Westfield Fire Department
2013 Fire/Medical Incidents
By Governmental Area**



<u>2013 Incidents</u>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
City - Incidents	142	130	140										412	84.6%
Township - Incidents	7	10	11										28	5.7%
Out Of Twp - Assists	16	14	17										47	9.7%

**Westfield Fire Department
2013 Incidents by Governmental Areas**



■ City - Incidents ■ Township - Incidents ■ Out Of Twp - Assists



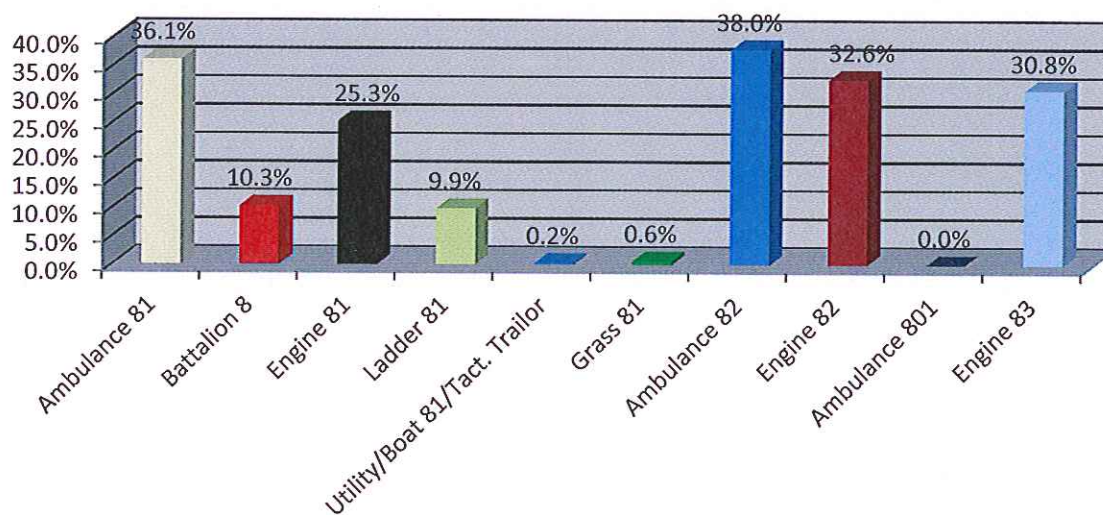
Westfield Fire Department 2013 Total Apparatus Responses By Unit & Station



<u>Station 81 Responses</u>														Totals	%
Ambulance 81	58	61	57											176	36.1%
Battalion 8	15	18	17											50	10.3%
Engine 81	45	39	39											123	25.3%
Ladder 81	10	16	22											48	9.9%
Utility/Boat 81/Tact. Trailer	0	1	-											1	0.2%
Grass 81	1	1	1											3	0.6%

<u>Station 82 Responses</u>														Totals	%
Ambulance 82	62	55	68											185	38.0%
Engine 82	58	43	58											159	32.6%
Ambulance 801	0	-												0	0.0%
<u>Station 83 Responses</u>														Totals	%
Engine 83	46	49	55											150	30.8%

Westfield Fire Department 2013 Total Apparatus Responses



Westfield Fire Department

Kristen Custom Report

Alarm Date Between {03/01/2013} And {03/31/2013}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
100 Fire, Other	1	0.59%	\$0	0.00%
111 Building fire	2	1.19%	\$45,000	100.00%
130 Mobile property (vehicle) fire, Other	1	0.59%	\$0	0.00%
	<u>4</u>	<u>2.38%</u>	<u>\$45,000</u>	<u>100.00%</u>
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	1	0.59%	\$0	0.00%
321 EMS call, excluding vehicle accident with	106	63.09%	\$0	0.00%
322 Motor vehicle accident with injuries	5	2.97%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	3	1.78%	\$0	0.00%
331 Lock-in (if lock out , use 511)	1	0.59%	\$0	0.00%
381 Rescue or EMS standby	1	0.59%	\$0	0.00%
	<u>117</u>	<u>69.64%</u>	<u>\$0</u>	<u>0.00%</u>
4 Hazardous Condition (No Fire)				
400 Hazardous condition, Other	1	0.59%	\$0	0.00%
442 Overheated motor	1	0.59%	\$0	0.00%
444 Power line down	1	0.59%	\$0	0.00%
445 Arcing, shorted electrical equipment	2	1.19%	\$0	0.00%
480 Attempted burning, illegal action, Other	1	0.59%	\$0	0.00%
	<u>6</u>	<u>3.57%</u>	<u>\$0</u>	<u>0.00%</u>
5 Service Call				
510 Person in distress, Other	1	0.59%	\$0	0.00%
511 Lock-out	2	1.19%	\$0	0.00%
531 Smoke or odor removal	1	0.59%	\$0	0.00%
551 Assist police or other governmental agency	13	7.73%	\$0	0.00%
554 Assist invalid	1	0.59%	\$0	0.00%
	<u>18</u>	<u>10.71%</u>	<u>\$0</u>	<u>0.00%</u>
6 Good Intent Call				
611 Dispatched & cancelled en route	7	4.16%	\$0	0.00%
622 No Incident found on arrival at dispatch	1	0.59%	\$0	0.00%
671 HazMat release investigation w/no HazMat	2	1.19%	\$0	0.00%
	<u>10</u>	<u>5.95%</u>	<u>\$0</u>	<u>0.00%</u>
7 False Alarm & False Call				

Westfield Fire Department

Kristen Custom Report

Alarm Date Between {03/01/2013} And {03/31/2013}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
7 False Alarm & False Call				
700 False alarm or false call, Other	1	0.59%	\$0	0.00%
733 Smoke detector activation due to	1	0.59%	\$0	0.00%
735 Alarm system sounded due to malfunction	1	0.59%	\$0	0.00%
740 Unintentional transmission of alarm, Other	4	2.38%	\$0	0.00%
744 Detector activation, no fire -	1	0.59%	\$0	0.00%
745 Alarm system activation, no fire -	4	2.38%	\$0	0.00%
	<u>12</u>	<u>7.14%</u>	<u>\$0</u>	<u>0.00%</u>
9 Special Incident Type				
900 Special type of incident, Other	1	0.59%	\$0	0.00%
	<u>1</u>	<u>0.59%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 168

Total Est Loss:

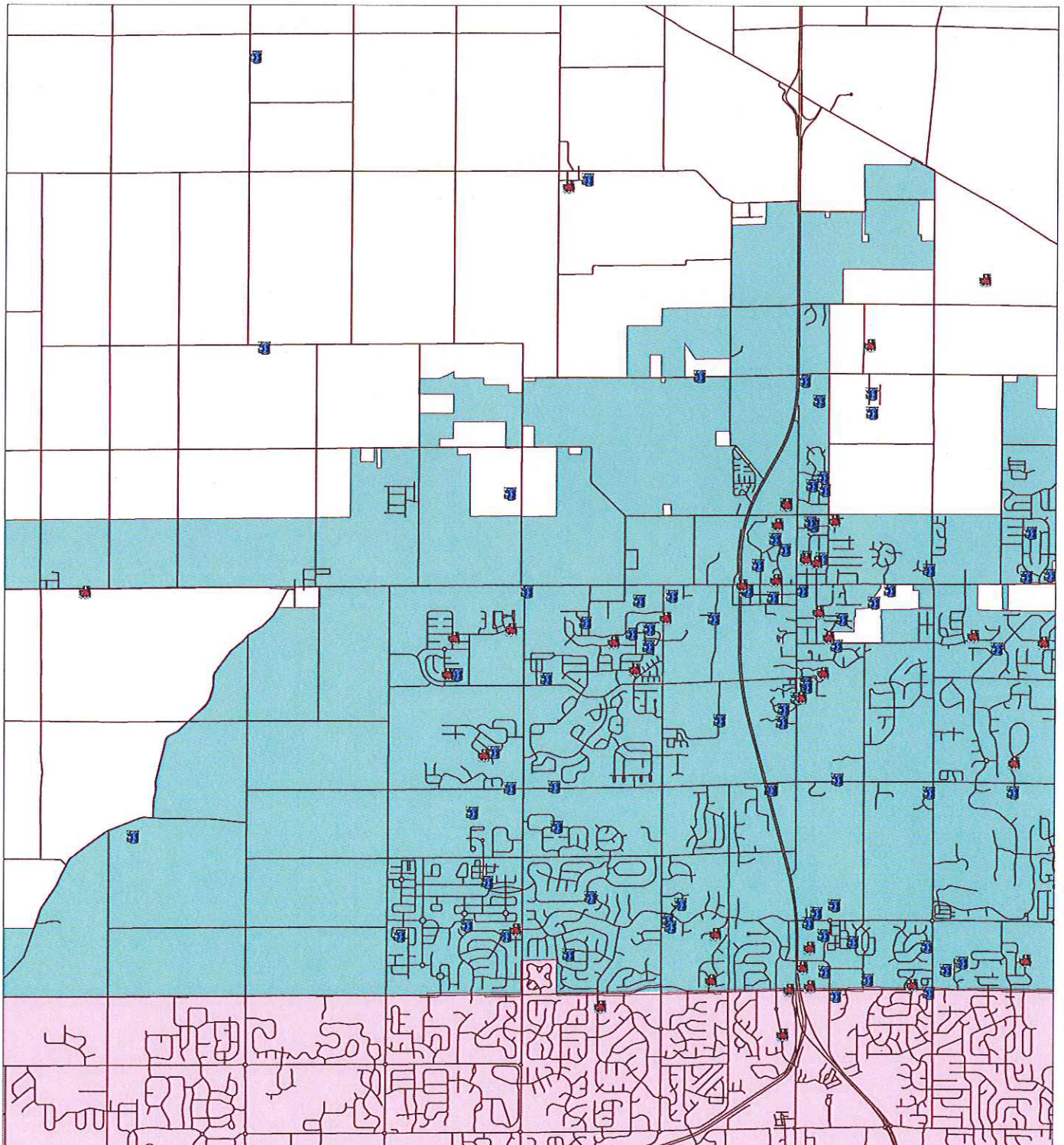
\$45,000

Scale : 1 Inch = 5610 Feet.

Date : 4/17/2013

NOBLESVILLE COMMUNICATIONS DEPARTMENT

Fire and EMS runs for the Month of March



THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY March 28, 2013

The Westfield Board of Public Works and Safety met on Thursday March 28, 2013 at the Westfield Public Works conference room. Present were Mayor Cook, Randy Graham, Kate Snedeker, Deputy Clerk-Treasurer Beverly Rawlings and Attorney Nicole Finelli (Kreig DeVault). Mayor Cook called the meeting to order at 3:00 P.M.

Mayor Cook welcomed Randy Graham and Kate Snedeker both new members of the Board and introductions were made.

Meeting Minutes Consideration for Approval:

Kate Snedeker made the motion to approve the January 31, 2013 meeting minutes as presented and this was seconded by Mayor Cook. Vote: Yes-3; No-0. Motion carried.

Performance and/or Maintenance Bond Releases:

Action Item #2: Springmill Trails Water Main Extension and Essex of Noblesville Section 2

Harry Nikides, representing Development/Construction, recommended that the Board switch them over from Performance Bond to Maintenance Bond. Both are Water only.

Mayor Cook moved to release the Performance Bonds into Maintenance and this was seconded by Kate Snedeker. Vote: Yes-3; No-0. Motion carried.

Contracts/Leases:

Action Item #3: United Consulting for Monon Trail Tunnel, Phase 1

Melody Jones asked the Board to approve the contract with United Consulting for a future Monon Trail tunnel under 161st St. in the amount of \$80,530. The actual Construction time will be in September and October 2013.

Kate Snedeker moved to accept the Contract with United Consulting as written and this was seconded by Mayor Cook. Vote: Yes-3; No-0. Motion carried.

Action Item #4: VS Engineering- Water & Sewer Installation Farr Hills & Buena Vista Subdivision

Neil VanTrees, Public Works Engineer, explained that the Farr Hills neighborhood, as well as the Ridgewood Subdivision, has failing septic systems and well problems. Todd Burtron also stated that both neighborhoods have requested municipal services for quite some time. The amount for the Farr Hills, Buena Vista Subdivision is not to exceed \$277,364.

Motion to approve the Contract as submitted was made by Kate Snedeker, Mayor Cook seconded. Vote: Yes-3; No-0

Action Item #5: VS Engineering- Water & Sewer Installation Ridgewood Subdivision

Neil VanTrees asked the Board to authorize the Public Works Director to sign the contract with VS Engineering for the Ridgewood Subdivision not to exceed \$282,530. Drainage problems and Storm Water issues will also be considered at the time.

Mayor Cook made the motion to accept the Contract as submitted, Kate Snedeker seconded. Vote: Yes-3; No-0.

Consent Agenda:

- Police Dept. Vehicle Lease & Equipment Disposal
Chief Joel Rush explained how the Department replaced their vehicles and equipment annually.
- Police Dept. Promotion of Charles Hollowell to Capt.
Chief Joel Rush introduced Charles Hollowell and explained why he chose to promote him to Captain.
- Fire Dept. Vehicle Replacement

Mayor Cook made the motion to approve Consent Agenda, Kate Snedeker seconded. Vote: Yes-3; No-0.

Department Reports:

- Fire Department – Chief Jason Lemons
- Police Department- Chief Joel Rush
- Parks and Recreation Department – Melody Jones
- Public Works Department – Ken Alexander

Board Comments:

None

Mayor Cook made the motion to adjourn seconded by Kate Snedeker. Vote: Yes-3; No-0.

With no further business the meeting was adjourned at 3:45 P.M.

Deputy Clerk-Treasurer

Board of Public Works and Safety

Action Item#2: Contracts/Leases:

The Public Works Department has reviewed the 12 bids and the lowest and most responsive bid is by Motz Group to install 15 fields (7 rectangle fields and 8 diamond fields) of synthetic turf. The City Administration and Enterprise Division have reviewed the lease proposal from Motz Group which allows the city to lease the fields for 10 years and a very low rate and then purchase the fields for a dollar. The bid tabulation spreadsheets labeled "BP 3-1 & 2- Synthetic Fields" are attached for complete bidding information.

**City of Westfield
Grand Park Bid Package III**

**BID PACKAGE #1
Baseball Synthetic Fields**

Bidder's Name		American Civil	Hellas Construction	Crider & Crider	Mid America Golf	ATG Ram Industries	Byrne & Jones Sports	Field Turf
Receipt of Addenda (1,2)		y	y	y	y	y	y	y
Can Meet Schedule		y	y	y	y	y	y	y
Properly Signed		y	y	y	y	y	y	y
Financial Statement Included		y	y	y	y	y	y	y
Non-Collusion Affidavit Included		y	y	y	y	y	y	y
Bid Bond included		y	y	y	y	y	y	y
BASE BID		combo only	\$ 4,200,000.00	\$ 4,786,800.00	\$ 4,138,025.00	no bid - combo only	no bid - combo only	\$ 4,164,907.00
ALTERNATES	Alternate #1A Cost for 3 year financing	no bid	\$ 100,380.00	no bid	\$ 169,812.15	\$ 246,213.00		\$ 201,924.00
	Alternate #1B Cost for 5 year financing	no bid	\$ 100,380.00	no bid	\$ 329,075.85	\$ 384,121.00		\$ 326,492.00
	Alternate #1C Cost for 7 year financing	no bid	\$ 104,580.00	no bid	\$ 491,342.76	\$ 571,053.00		\$ 482,164.00
	Alternate #1D Cost for 10 year financing	no bid	\$ 117,180.00	no bid	\$ 857,304.40	\$ 948,337.00		no bid
	Alternate #1E Additional warranty costs	no bid		\$ 80,000.00	\$ 126,000.00	\$ 3,000.00		no bid
UNIT COSTS								
	20' diameter home plate replacement	\$1,500.00	\$3,500.00	\$2,000.00	\$700.00	\$2,512.00	\$5,000.00	\$10,000.00
	26' diameter home plate replacement	\$2,100.00	\$4,200.00	\$2,500.00	\$1,200.00	\$1,230.00	\$7,000.00	\$10,000.00
	one bay batting tunnel complete	\$11,800.00	\$16,730.00	\$15,500.00	\$17,065.00	\$40,900.00	\$18,000.00	\$10,171.00
	two bay batting tunnel complete	\$23,600.00	\$33,474.00	\$23,700.00	\$25,800.00	\$50,860.00	\$27,000.00	\$18,137.00
	three bay batting tunnel complete	\$35,400.00	\$53,070.00	\$32,500.00	\$34,285.00	\$62,340.00	\$35,000.00	\$24,843.00
	four bay batting tunnel complete	\$47,200.00	\$74,900.00	\$41,300.00	\$44,000.00	\$74,120.00	\$43,000.00	\$29,449.00
	Combination Bid							
	Combination Bid Amt.	\$ 7,841,212.00	\$ 7,500,000.00	\$ 8,264,500.00	\$ 7,483,300.00	\$ 8,364,946.00	\$ 7,994,000.00	\$ 7,673,233.00

**City of Westfield
Grand Park Bid Package III**

**BID PACKAGE #2
Soccer Synthetic Fields**

Bidder's Name		American Civil	Crider & Crider	Hellas Construction	Mid America Golf	ATG Ram industries	Byrne & Jones Sports	Field Turf
Receipt of Addenda (1,2)		see bp 1	y	y	y			
Can Meet Schedule			y	y	y			
Properly Signed			y	y	y			
Financial Statement Included			y	y	y			
Non-Collusion Affidavit Included			y	y	y			
Bid Bond included			y	y	y			
BASE BID			\$ 3,527,700.00	\$ 3,300,000.00	\$ 3,421,950.00	no bid		\$ 3,508,326.00
ALTERNATES	Alternate #2A Cost for 3 year financing		no bid	no bid	\$ 156,427.15	\$ 215,137.00		\$ 170,087.00
	Alternate #2B Cost for 5 year financing		no bid	no bid	\$ 303,137.30	\$ 332,346.00		\$ 275,015.00
	Alternate #2C Cost for 7 year financing		no bid	no bid	\$ 452,613.89	\$ 490,876.00		\$ 406,142.00
	Alternate #2D Cost for 10 year financing		no bid	no bid	\$ 789,729.60	\$ 808,199.00		
	Alternate #2E Additional warranty costs		\$ 70,000.00	no bid	\$ 110,250.00	\$ 3,000.00		
	Alternate #2F Shorten grass fibers	\$ (52,000.00)	\$ (69,000.00)	no bid	\$ (59,200.00)	zero		\$ (70,680.00)
	Combination Bid							
	Combination Bid Amt.							

Action Item # 3 – 156th Street and Springmill Road Roundabout Design

Westfield Public Works Department is requesting the approval to contract with A&F Engineering to perform the design services for the 156th Street & Springmill Road Roundabout project. The project currently has \$1,372,800 of federal funds allocated from the Indianapolis MPO for the construction & inspection of the project. These funds require a local Westfield match which equates to \$343,200. Combined value for the construction & inspection for this project is \$1,716,000.

Design, Right of Way services, and utility relocations are to be paid for 100% by the City of Westfield. This contract is for design & survey services. The value of the contract is \$228,646.00.

Therefore, the Westfield Public Works Department requests to the Board of Public Works & Safety to authorize the Public Works Director to execute the agreement for Contractual Services with A&F Engineering in the amount of \$228,646.00.

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____, 20____ ("Effective Date") by and between the City of Westfield, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and A&F Engineering ("the CONSULTANT"), a corporation/limited liability company organized under the laws of the State of Indiana.

Des. No.: 1173468

Project Description: Topographic Survey, Roundabout Design, Lighting Design, Geotechnical Analyses, Utility Coordination and Land Descriptions at the Intersection of 156th Street and Springmill Road in Westfield, Indiana

RECITALS

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

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

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

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

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

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

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

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

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be 2015. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$ 228,646.00.**

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

SECTION VI GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

7. **Compliance with Laws.**

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

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

9. Confidentiality of LPA Information.

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

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

11. DBE Requirements.

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

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

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

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

12. Non-Discrimination.

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

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

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

C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.

D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).

E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)

F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

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

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

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 12. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

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

- iii. Notifying all employees in the statement required by subparagraph 13.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 13.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 13.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 13.B.i. through 13.B.v. above.

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

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

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

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

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

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

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

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 17 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

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

II. Commercial General Liability Insurance

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

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

III. Automobile Liability

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

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

IV. Watercraft Liability (When Applicable)

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

V. Aircraft Liability (When Applicable)

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

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

Notices to the LPA shall be sent to:

Mr. Neil VanTrees, P.E., City Engineer
2706 E. 171st Street
Westfield, IN 46074

Notices to the CONSULTANT shall be sent to:

Mr. Joseph T. Rengel, P.E., PTOE, Vice President
8365 Keystone Crossing, Suite 201
Indianapolis, IN 46240

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

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

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

35. **Termination for Default.**

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

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

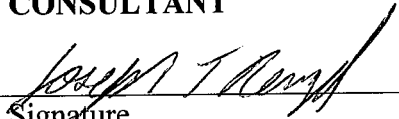
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Non-Collusion.

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

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

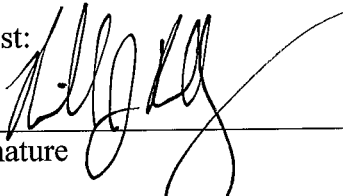
CONSULTANT



 Signature

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

 (Print or type name and title)

Attest: 

 Signature

Richard J. Kelly, P.E., Vice President

 (Print or type name and title)

LOCAL PUBLIC AGENCY

 Signature

 (Print or type name and title)

 Signature

 (Print or type name and title)

 Signature

 (Print or type name and title)

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

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

The CONSULTANT shall be responsible for performing the following activities:

- A) Topographic Survey: Survey Project Limits shall be as defined in the April 24, 2013 proposal letter to Mr. Neil VanTrees, P.E. Project is Federally funded and survey shall meet all current INDOT requirements including:
- 1) Provide Horizontal Control. The horizontal control will be completed in Indiana State Plane East Grid Coordinates and referenced to North American Datum of 1983 (NAD 83) 2011.
 - 2) Provide Vertical Control. The vertical control will be referenced to North American Vertical Datum of 1988 (NAVD 88).
 - 3) Contacting utility companies to have the utilities marked in the field. Field locates to be surveyed.
 - 4) Research the last Deed/Plat of record for the current property owner. The research will consist of approximately 4 deeds and 4 plats.
 - 5) Plot apparent property and ROW from physical evidence observed during a field investigation.
 - 6) Plot the property owner names from Tax Assessment/Government Records.
 - 7) Collect general topography within the specified survey corridor, including all marked utilities (see line item 3 for details), sanitary, and storm structures. Cross sections will be obtained at 50 foot intervals; including but not limited to high/low points and breaks in topographic features. Only the horizontal locations of any utilities will be shown.
 - 8) Detail all structures within the survey corridor, including inverts, direction, and pipe sizes. This fee is based on a maximum of 10 Structures total. This fee does not include structures considered confined space entry.
 - 9) Process field data in AutoCAD Civil 3d format.
 - 10) Plot all topographic features in AutoCAD Civil 3d format. Prepare a digital terrain model (DTM) for the surveyed area.
 - 11) Plot all property lines obtained from deed analysis or as determined by the governing agency as required by IAC Title 865:
 - a) Apparent boundaries/Evidence, e.g.; fence lines, tree lines, and shrub lines will be located and shown on the LCRS Plat.
 - b) Existing boundary corners will be searched for and located in the field and will be reflected on the LCRS Plat.
 - 12) Monument and reference a centerline alignment at the ends of the limits, with references for construction purposes in the future, based on the centerline location of the existing plans (provided/recovered) and monuments set from a previous project if applicable.
 - 13) Find and reference Section Corners, as required.
 - 14) Prepare a field survey book for the clients use.
 - 15) Prepare a Route Survey Plat and Report complying with Rule 12, Title IAC 865.
 - 16) Coordination with the Client.
 - 17) Survey Notices and Research of property ownership for mailing addresses. This estimate is based on (24) total owners to be notified, if the client request additional parcels to be notified this estimate will need to be revised.
- B) Roadway/Drainage Design
- 1) Title/Index Sheet
 - 2) Typical Cross Sections
 - 3) Maintenance of Traffic
 - 4) Plan and Profile Sheets
 - 5) Construction Detail Sheets
 - 6) Inlet Spacing, Storm and Pond Drainage Calculations

- 7) Level 1 Design Calculations
- 8) Detail sheets
- 9) Data Table Sheets
- 10) Cross sections
- 11) Right of Way Design
- 12) Erosion Control Design
- 13) Pavement Marking/sign Design
- 14) Pavement Design
- 15) Underdrain Design
- 16) Estimate of Quantities
- 17) Special Provisions
- 18) INDOT and Subconsultant coordination
- 19) Permitting Paperwork and Approvals
- C) Utility coordination
 - 1) Utility Coordination Meeting
 - 2) Coordination per IAC and current INDOT process
 - 3) Review and Approval of Work Plans and Relocation plans
- D) Lighting Design (if required)
 - 1) Photometric Design
 - 2) Plan Detail Sheets
 - 3) Voltage Drop Calculations
- E) Geotechnical Investigations
 - 1) As required for INDOT approval
 - 2) Scope Defined later in design process
- F) Design Hearing
 - 1) Create Exhibits for Hearing
 - 2) Run Hearing per current NEPA requirements
 - 3) Coordinate certification
- G) Legal Descriptions and Title Research
 - 1) As required for INDOT approval
 - 2) Scope Defined later in design process based on number of parcels needed
 - 3) Exhibit to be provided will show existing land with the proposed area to be acquired by the Government Entity, compliant with INDOT Standards.
 - 4) Boundary Description to be provided will describe the proposed area to be acquired, compliant with INDOT Standards.
 - 5) Boundary Description to be provided for temporary construction will describe the proposed area to be acquired, compliant with INDOT Standards. A temporary taking does not require an exhibit showing the temporary usage of the land, however, in order to be INDOT compliant all other forms apply.
 - 6) Staking parcels for proposed acquisition per INDOT standards
 - 7) Title and Encumbrance Report (shown as a per parcel cost basis) The task is shown for the option of a parcel requiring acquisition based on newly proposed design.

APPENDIX "B"**INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:**

The LPA shall furnish the CONSULTANT with the following:

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

APPENDIX "C"**SCHEDULE:**

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

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

- A) Topographic Survey**
Completed within 30 Days of Notice to Proceed
- B) Design**
 - Stage 1 Plans within 45 Days from Completion of Survey
 - Preliminary Field Check within 30 Days from Completion of Stage 1
 - Stage 2 Plans within 60 Days of Preliminary Field Check
 - Stage 3 Plans within 30 days of R/W being clear
 - Tracings within 30 days of receipt of INDOT Stage 3 review
- C) Design Hearing**
Scheduled within 15 Days of Release of the Environmental Document by INDOT
- D) Legal Descriptions**
Completed within 60 Days of Certification of Design Hearing

APPENDIX "D"

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

A) Topographic Survey	Lump Sum	\$21,250.00
B) Roadway/Drainage Design	Lump Sum	\$118,850.00
C) Permitting	Lump Sum	\$14,485.00
D) Utility Coordination	Lump Sum	\$16,830.00
E) Lighting Design (if required)	Lump Sum	\$9,200.00
F) Geotechnical Investigation	Not to Exceed	\$9,500.00
G) Design Hearing	Lump Sum	\$5,875.00
H) Legal Descriptions	Not to Exceed	\$28,656.00
a. Per parcel cost of \$3582.00		
b. Project fee assumes 8 parcels		
c. Final fees will be added/deducted based on number of parcels required.		
I) Title Research	Not to Exceed	\$4,000.00
a. Per parcel cost of \$500.00		
b. Project fee assumes 8 parcels		
c. Final fees will be added/deducted based on number of parcels required.		

The total amount of the contract shall not exceed \$228,646.00 without approval from the LPA.

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

APPENDIX “E”

To complete the project utilizing Federal funding, the following prequalification categories are required:

- A) **2.1 Traffic Data Collection**
- B) **2.2 Traffic Forecasting**
- C) **3.1 Traffic Capacity & Operations – routine and minor analysis**
- D) 5.2 Environmental Documentation Preparation – CE
- E) 5.9 Archaeological Investigations
- F) 5.10 Historical/Architectural Investigations
- G) 5.11 Environmental Site Assessment
- H) **6.1 Topographical Survey Data Collection**
- I) **7.1 Geotechnical Engineering Services**
- J) **8.2 Complex Roadway Design**
- K) **10.4 Light Design**
- L) **11.1 Right of Way Plan Development**
- M) 12.1 Project Management for Acquisition Services
- N) 12.2 Title Research
- O) 12.3 Value Analysis
- P) 12.4 Appraisal
- Q) 12.5 Appraisal Review
- R) 12.6 Negotiation
- S) 12.7 Closing
- T) *13.1 Construction Inspection*

Items in **bold** are covered under this contract as shown by the INDOT prequalifications of A&F and its sub consultants attached. Items in *italics* will need to go through an RFP in the future through INDOT. The remaining items involving land acquisition and environmental are covered in separate contracts with the City of Westfield.

Prequalified WorkType Certification

Issued By

Indiana Department of Transportation

Date Printed: 07/03/2012

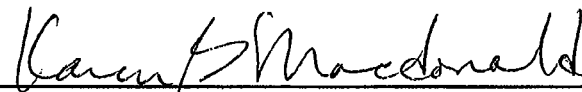
A & F Engineering Co., LLC

Valid Work Groups

Effective: July 03, 2012

Expires on: November 30, 2013

WorkType Code	WorkType Description
1.1	Systems Planning
2.1	Traffic Data Collection
2.2	Traffic Forecasting
3.1	Non-Complex Traffic Capacity and Operations Analysis
3.2	Complex Traffic Capacity and Operations Analysis
4.1	Traffic Safety Analysis
8.1	Non-Complex Roadway Design
8.2	Complex Roadway Design
10.1	Traffic Signal Design
10.2	Traffic Signal System Design
10.3	Complex Roadway Sign Design
10.4	Lighting Design
13.1	Construction Inspection



Karen B. Macdonald, P.E.
Prequalification Engineer

07/03/2012

Prequalified WorkType Certification

Issued By

Indiana Department of Transportation

Date Printed: 09/14/2012

Parsons Cunningham & Shartle Engineers, Inc.

Valid Work Groups

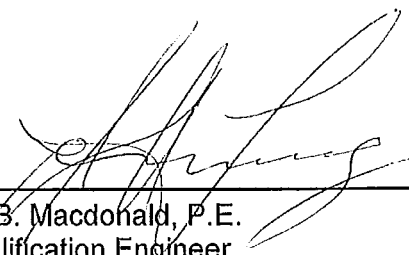
Effective: September 14, 2012

Expires on: February 28, 2014

WorkType Code	WorkType Description
3.1	Non-Complex Traffic Capacity and Operations Analysis
4.1	Traffic Safety Analysis
6.1	Topographic Survey Data Collection
8.1	Non-Complex Roadway Design
8.2	Complex Roadway Design
9.1	Level 1 Bridge Design
10.1	Traffic Signal Design
10.3	Complex Roadway Sign Design
11.1	Right of Way Plan Development
13.1	Construction Inspection

Specialty Comments

Hydrology, Hydraulics and Drainage Design


FOR Karen B. Macdonald, P.E.
Prequalification Engineer 09/14/2012

Consent Agenda- Wheeler Road Water Main

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider the following project for consideration and make a recommendation of consent to enter into a contract after bids are received & reviewed.

This project consists of connecting and looping our potable water system by installing new water main along the west side of new Wheeler Road from 181st Street to 186th Street. Wheeler Road is currently being constructed by INDOT. The improvements will consist of installing 3,119 lineal feet of 12" piping, 11 fire hydrants, and associated fittings & valves. This will provide a critical connection to the water system giving the City more flexibility to manage and service the public's water needs. The engineer's construction estimate is valued at \$425,728. The project will be funded out of the City of Westfield's water utility fund.

The city of Westfield Public Works Department currently has the project out for bid. Bids will be opened Tuesday May 7. Due to the timing of this Board of Public Works and Safety (BPW&S) meeting and the opening of the bid, the bid tabulation cannot be provided. The next BPW&S meeting is scheduled for Thursday May 30, 2013. Due to the construction schedule of INDOT and the need to have this connection in operation prior to the summer demands, the Public Works Department would like to have the main installed as soon as possible. Waiting until the next BPW&S meeting will cause the project to be delayed further.

All bids will be delivered and publicly opened aloud on Tuesday May 7. They will be reviewed by the Public Works Engineering Division. The Engineering Division will make a recommendation to the Public Works Director on the successful bidder.

Therefore, the Westfield Public Works Department recommends & requests to the Board of Public Works & Safety to authorize the Public Works Director to execute the agreement for Contractual Services with the successful bidder once received and reviewed. This will allow the project to begin as soon as possible. The BPW&S will be updated on the project on the May 30, 2013 meeting.

Action Item #4 - Agreement/Memorandum of Understanding (MOU):

The Public Works Department has estimated the fees water and sanitary availability and connection fees for the Justus at Bridgewater, LLC (Apartments). After reviewing the fees, Justus at Bridgewater, LLC is requesting consideration for reduced water and sanitary availability and connection fees due to economic hardship. The cost of the fees has caused them to consider development delay because these fees will not exist after the sale of the utility, creating an unintended hardship. Ordinance 13-07 gives the board authority to reduce utility fees based on an unintended hardship (Ordinance 13-07, Section 1c)

The Public Works Department is providing the invoices and Ordinance 13-07 to the Board of Public Works and Safety for considering the reduction of fees for water and sanitary availability and connection fees for the Justus at Bridgewater, LLC.



Westfield Public Works Charges
Invoice

Date: _____

Name: _____

Address: _____

City, State, Zip: _____

Location : _____

Connection Fees

Sewer:

Residential
Commercial

_____ + _____ X _____ = EDU'S

EDU'S _____ X _____ = \$ _____

Water:

Residential
Commercial

EDU'S _____ X _____ = \$ _____

Additional Meter(s) _____ = \$ _____

$\frac{3}{4}$ X $\frac{5}{8}$ Meter
1" Meter
2" or Greater

Sewer \$ _____ + Water \$ _____ = Total Fee(s) \$ _____

Availability Charges

Sewer: EDU'S _____ X _____ = _____

Water: EDU'S _____ X _____ = _____

Total Availability Charge = _____

Total Charge = _____

Notes: _____

Thank You

ORDINANCE NO. 13-07

AN ORDINANCE BY THE COMMON COUNCIL OF THE CITY OF WESTFIELD TO AUTHORIZE ADDITIONAL JURISDICTION TO THE BOARD OF PUBLIC WORKS AND SAFETY

WHEREAS, the City of Westfield ("City") is governed by its duly elected Mayor and Common Council ("Council") and is charged with the duties to maintain efficient and effective processes in the administration of services provided to the citizens of the City; and

WHEREAS, the City has created the Board of Public Works and Safety ("BPW") pursuant to Indiana law and wishes to utilize it as a quick and efficient means to address issues within that Board's expertise; and,

WHEREAS, IC 36-1-3-6 grants municipalities the power to operate and govern local affairs by adopting ordinances prescribing the specific manner in which said power is to be exercised:

NOW THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF WESTFIELD, INDIANA, AS FOLLOWS:

Section 1. That certain issues are presented to the Council such as appeals, reviews, and other relief many of which are more appropriate for the jurisdiction of the BPW. These matters include but are not limited to:

- a) Appeals from fines related to illegal sanitary sewer discharges and discharges into the storm water sewer system.
- b) Requests for reductions of fees and fines imposed by the Westfield Code of Ordinances and allowed by such for reductions.
- c) Any fee, fine and/or charge for utility services owned by the City that as imposed create an unintended hardship on a citizen of the City for which relief should be granted.
- d) Initiation and management and of fees related to any extraordinary costs associated with the storm water fees and management of the storm water system, including but not limited to repairs and special fees for areas creating an increased burden on the system.

Section 2. That the BPW allows for a more efficient and effective management of the issues related to the above and as such, should and is now declared to be the proper entity to hear appeals and reviews outlined above and are hereby granted the authority to act in the best interests of the City and its citizens. The Director of Public Works is also authorized to present to the

BPW those issues that are appropriate for relief and to prepare policies and procedures in furtherance of this Ordinance.

Section 3. No charge, fee or potential fine or charge filed in the Noblesville City Court for resolution shall be eligible for relief under this Ordinance.

Section 4. This Ordinance shall be in full force and effect in accordance with Indiana law, upon the passage of any applicable waiting periods, all as provided by the laws of the State of Indiana. All ordinances or parts thereof that are in conflict herewith are hereby ordered repealed. Any portion of this Ordinance later deemed invalid shall not operate to invalidate the remaining portions. All acts undertaken to establish this Ordinance and all prior acts undertaken to accomplish the intent of this Ordinance are hereby ratified.

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ALL OF WHICH IS ORDAINED THIS 11 DAY OF Feb 2013.

WESTFIELD CITY COUNCIL

Voting For

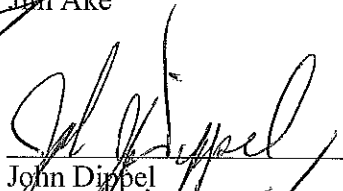
Voting Against

Abstain


Jim Ake

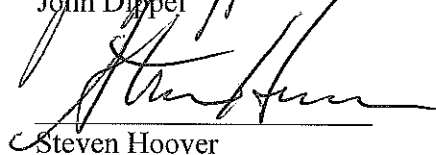
Jim Ake

Jim Ake


John Dippel

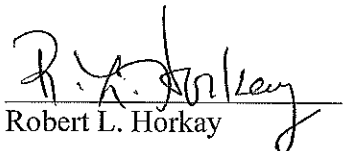
John Dippel

John Dippel


Steven Hoover

Steven Hoover

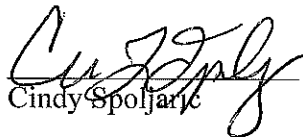
Steven Hoover


Robert L. Horkay

Robert L. Horkay

Robert L. Horkay

Cindy Spoljaric


Cindy Spoljaric

Cindy Spoljaric

Robert J. Smith

Robert J. Smith

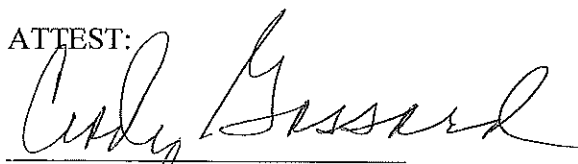
Robert J. Smith


Robert W. Stokes

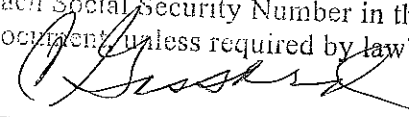
Robert W. Stokes

Robert W. Stokes

ATTEST:

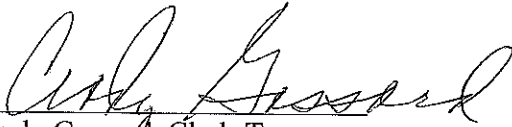

Cindy Gossard, Clerk Treasurer

"I affirm, under the penalties of perjury,
that I have taken reasonable care to review
each Social Security Number in this
document, unless required by law"


Signed

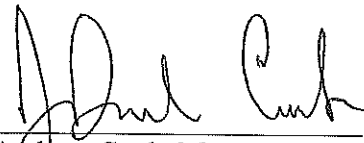
I hereby certify that ORDINANCE 13-07 was delivered to the Mayor of Westfield

on the 12 day of Feb, 2013, at 11:59 m.


Cindy Gossard, Clerk-Treasurer

I hereby APPROVE ORDINANCE 13-07

this 14 day of February, 2013.


J. Andrew Cook, Mayor

I hereby VETO ORDINANCE 13-07

this _____ day of _____, 2013.

J. Andrew Cook, Mayor

ATTEST:


Cindy Gossard, Clerk Treasurer

This document prepared by
Brian J. Zaiger, Esq.
KRIEG DEVAULT, LLP
(317) 238-6266

Consent Agenda: Grand Park Sports Campus- Bid Packages III, IV & V

The Public Works Department has received organized and received bids for Bid Packages III, IV, & V. These packages are funded by new \$25 million city bond. The bid tabulation spreadsheets labeled “BP3- 3 Perimeter Fence”, “BP 4 1-7 bid tab forms” and “BP 5 1-10 bid tab forms” are attached for complete bidding information.

The of Public Works Department recommends the Board of Public Works and Safety approve the bids and authorizes the director to sign contracts for the listed contractors below.

BP 3-3: Penrod Lumber-	\$242,294 (Perimeter Fencing)
BP 4-1: JBM	One Bidder- not accepted (Baseball Dugouts)
BP 4-2: Turf Solutions-	\$2,749,795 (Baseball Field Construction)
BP 4-3: Bullseye Fencing-	\$449,000 (Baseball Field Fencing)
BP 4-4: No Bidders	(Baseball Netting)
BP 4-5: Barton Electric-	\$1,537,300 (Field Lighting)
BP 4-6: Huston Electric-	\$2,984,700 (Parking & Path Lighting and Electrical Distribution)
BP 4-7: Crider	\$174,000 Sanitary; \$198,000 Water; \$670,000 Storm, Paths, etc.
BP 5-1,2,3,4: Myers Construction-	\$7,328,000 (Site Concrete, Masonry, Concession Stands & Maintenance Buildings)
BP 5-5: Commercial Irrigation and Turf-	\$838,342 (Irrigation)
BP 5-6 & 7: Reith-Riley-	\$5,367,500 (Site Concrete & Stone and Paving)
BP 5-8: Bullseye Fencing-	\$249,300 (“Barriers”- Wooden Guard Rail)
BP 5-9: West Coast Netting-	\$956,000 (Baseball backstop “Netting”)

**City of Westfield
Grand Park Bid Package III**

BID PACKAGE #3

Perimeter Fencing

[illegible]

**City of Westfield
Grand Park Bid Package IV**

BID PACKAGE #1

Dugout Construction

[illegible]

City of Westfield
Grand Park Bid Package IV

BID PACKAGE #2
Baseball Field Construction

Bidder's Name	Mid America Golf	Turf Solutions					
Receipt of Addenda (1,2, 3, 4)	y	y					
Can Meet Schedule	y	y					
Properly Signed	y	y					
Financial Statement Included	y	y					
Non-Collusion Affidavit Included	y	y					
Bid Bond included	y	y					
BASE BID	\$ 2,855,885.00	\$ 2,749,795.00					
Combination Bid							
Combination Bid Amt.							

**City of Westfield
Grand Park Bid Package IV**

BID PACKAGE #3

Baseball Field Fencing

[illegible]

**City of Westfield
Grand Park Bid Package IV**

BID PACKAGE #4

Perimeter Fencing

[illegible]

**City of Westfield
Grand Park Bid Package IV**

BID PACKAGE #5

Field Lighting

[illegible]

BID PACKAGE #6

Site Lighting and Electrical

[illegible]

**City of Westfield
Grand Park Bid Package IV**

BID PACKAGE #7

Sitework Modifications

[illegible]

**City of Westfield
Grand Park Bid Package V**

**BID PACKAGE #5-1
Structural Concrete**

Bidder's Name	Hagerman	RL Turner					
Receipt of Addenda (1,2, 3)							
Can Meet Schedule							
Properly Signed							
Financial Statement Included							
Non-Collusion Affidavit Included							
Bid Bond included							
BASE BID	\$ 1,156,000.00	\$ 941,000.00					
Alt 1A - deduct concrete from bldg 11	\$ (17,800.00)	\$ (25,000.00)					
Alt 1B - deduct masonry from bldg 11							
Alt 1C - deduct bldg 11							
Alt 2A - deduct concrete from bldg 12	\$ (17,800.00)	\$ (25,000.00)					
Alt 2B - deduct masonry from bldg 12							
Alt 3 - Incl utilities within 5' of bldg 11							
Alt 5 - incl utilities within 5' of bb maint							
Alt 6 - incl utilities within 5' of soc maint							
Alt 7 - increase netting from 32' to 40'							
Alt 8 - delete islands on C213 & C214							
Alt 9 - incl shade structures							
Alt 10 - incl alt paving section							
Alt 11A - delete conc on lot on C309A							
Alt 11B - delete paving on lot on C309A							
Alt 12 - allow shade str to be year round							
Combination Bid							
Combination Bid Amt.							

**City of Westfield
Grand Park Bid Package V**

**BID PACKAGE #5-2
Masonry**

Bidder's Name	Hagerman						
Receipt of Addenda (1,2, 3)							
Can Meet Schedule							
Properly Signed							
Financial Statement Included							
Non-Collusion Affidavit Included							
Bid Bond included							
BASE BID	\$ 1,690,000.00						
Alt 1A - deduct concrete from bldg 11							
Alt 1B - deduct masonry from bldg 11	\$ (106,000.00)						
Alt 1C - deduct bldg 11							
Alt 2A - deduct concrete from bldg 12							
Alt 2B - deduct masonry from bldg 12	-106600						
Alt 3 - Incl utilities within 5' of bldg 11							
Alt 5 - incl utilities within 5' of bb maint							
Alt 6 - incl utilities within 5' of soc maint							
Alt 7 - increase netting from 32' to 40'							
Alt 8 - delete islands on C213 & C214							
Alt 9 - incl shade structures							
Alt 10 - incl alt paving section							
Alt 11A - delete conc on lot on C309A							
Alt 11B - delete paving on lot on C309A							
Alt 12 - allow shade str to be year round							
Combination Bid							
Combination Bid Amt.							

**City of Westfield
Grand Park Bid Package V**

**BID PACKAGE #5-3
Concession Stands**

Bidder's Name	JBM	Myers Const Mgmt					
Receipt of Addenda (1,2, 3)							
Can Meet Schedule							
Properly Signed							
Financial Statement Included							
Non-Collusion Affidavit Included							
Bid Bond included							
BASE BID	\$ 3,130,000.00	\$ 2,912,000.00					
Alt 1A - deduct concrete from bldg 11							
Alt 1B - deduct masonry from bldg 11							
Alt 1C - deduct bldg 11	\$ (240,000.00)	\$ (260,000.00)					
Alt 2A - deduct concrete from bldg 12							
Alt 2B - deduct masonry from bldg 12							
Alt 3 - Incl utilities within 5' of bldg 11		41500					
Alt 5 - incl utilities within 5' of bb maint							
Alt 6 - incl utilities within 5' of soc maint							
Alt 7 - increase netting from 32' to 40'							
Alt 8 - delete islands on C213 & C214							
Alt 9 - incl shade structures							
Alt 10 - incl alt paving section							
Alt 11A - delete conc on lot on C309A							
Alt 11B - delete paving on lot on C309A							
Alt 12 - allow shade str to be year round							
Alt 2C	\$ (240,000.00)	\$ (260,000.00)					
Combination Bid							
Combination Bid Amt.							

**City of Westfield
Grand Park Bid Package V**

**BID PACKAGE #5-4
Maintenance Buildings**

Bidder's Name	RL Turner	Myers Const Mgmt	JBM				
Receipt of Addenda (1,2, 3)							
Can Meet Schedule							
Properly Signed							
Financial Statement Included							
Non-Collusion Affidavit Included							
Bid Bond included							
BASE BID	\$ 2,495,000.00	\$ 2,290,000.00	\$ 3,175,000.00				
Alt 1A - deduct concrete from bldg 11							
Alt 1B - deduct masonry from bldg 11							
Alt 1C - deduct bldg 11							
Alt 2A - deduct concrete from bldg 12							
Alt 2B - deduct masonry from bldg 12							
Alt 3 - Incl utilities within 5' of bldg 11							
Alt 5 - incl utilities within 5' of bb maint	\$ 35,000.00	\$ 46,000.00	\$ 56,000.00				
Alt 6 - incl utilities within 5' of soc maint	25000	52000	50000				
Alt 7 - increase netting from 32' to 40'							
Alt 8 - delete islands on C213 & C214							
Alt 9 - incl shade structures							
Alt 10 - incl alt paving section							
Alt 11A - delete conc on lot on C309A							
Alt 11B - delete paving on lot on C309A							
Alt 12 - allow shade str to be year round							
Combination Bid							
Combination Bid Amt.							

City of Westfield
Grand Park Bid Package V

BID PACKAGE #5-5
Irrigation

Bidder's Name	Commercial Irr & Turf						
Receipt of Addenda (1,2, 3)							
Can Meet Schedule							
Properly Signed							
Financial Statement Included							
Non-Collusion Affidavit Included							
Bid Bond included							
BASE BID	\$ 838,342.00						
Alt 1A - deduct concrete from bldg 11							
Alt 1B - deduct masonry from bldg 11							
Alt 1C - deduct bldg 11							
Alt 2A - deduct concrete from bldg 12							
Alt 2B - deduct masonry from bldg 12							
Alt 3 - Incl utilities within 5' of bldg 11							
Alt 5 - incl utilities within 5' of bb maint							
Alt 6 - incl utilities within 5' of soc maint							
Alt 7 - increase netting from 32' to 40'							
Alt 8 - delete islands on C213 & C214							
Alt 9 - incl shade structures							
Alt 10 - incl alt paving section							
Alt 11A - delete conc on lot on C309A							
Alt 11B - delete paving on lot on C309A							
Alt 12 - allow shade str to be year round							
Combination Bid							
Combination Bid Amt.							

**City of Westfield
Grand Park Bid Package V**

**BID PACKAGE #5-6
Site Concrete**

Bidder's Name	RL Turner	Hagerman	Gibraltar	Reith Riley	JBM		
Receipt of Addenda (1,2, 3)							
Can Meet Schedule							
Properly Signed							
Financial Statement Included							
Non-Collusion Affidavit Included							
Bid Bond included							
BASE BID	\$ 2,257,000.00	\$ 2,302,000.00	\$ 1,978,000.00	\$ 1,619,000.00	\$ 2,995,000.00		
Alt 1A - deduct concrete from bldg 11							
Alt 1B - deduct masonry from bldg 11							
Alt 1C - deduct bldg 11							
Alt 2A - deduct concrete from bldg 12							
Alt 2B - deduct masonry from bldg 12							
Alt 3 - Incl utilities within 5' of bldg 11							
Alt 5 - incl utilities within 5' of bb maint							
Alt 6 - incl utilities within 5' of soc maint							
Alt 7 - increase netting from 32' to 40'							
Alt 8 - delete islands on C213 & C214	\$ (156,000.00)	\$ (152,000.00)	\$ (162,000.00)	\$ (145,000.00)	\$ (150,000.00)		
Alt 9 - incl shade structures							
Alt 10 - incl alt paving section							
Alt 11A - delete conc on lot on C309A	-55000	-17400	-68000	-46000	-64000		
Alt 11B - delete paving on lot on C309A							
Alt 12 - allow shade str to be year round							
Combination Bid							
Combination Bid Amt.							

**City of Westfield
Grand Park Bid Package V**

**BID PACKAGE #5-7
Stone and Paving**

Bidder's Name	Crider & Crider	E&B	Milestone Contractors	Reith Riley			
Receipt of Addenda (1,2, 3)							
Can Meet Schedule							
Properly Signed							
Financial Statement Included							
Non-Collusion Affidavit Included							
Bid Bond included							
BASE BID	\$ 4,667,000.00	\$ 4,219,863.50	\$ 4,657,963.84	\$ 3,865,000.00			
Alt 1A - deduct concrete from bldg 11							
Alt 1B - deduct masonry from bldg 11							
Alt 1C - deduct bldg 11							
Alt 2A - deduct concrete from bldg 12							
Alt 2B - deduct masonry from bldg 12							
Alt 3 - Incl utilities within 5' of bldg 11							
Alt 5 - incl utilities within 5' of bb maint							
Alt 6 - incl utilities within 5' of soc maint							
Alt 7 - increase netting from 32' to 40'							
Alt 8 - delete islands on C213 & C214	\$ 72,000.00	\$ 70,275.34	\$ 69,307.00	\$ 64,500.00			
Alt 9 - incl shade structures							
Alt 10 - incl alt paving section	195000	208918.28	186053	255000			
Alt 11A - delete conc on lot on C309A							
Alt 11B - delete paving on lot on C309A	-260000	-306570.01	-282527	-247500			
Alt 12 - allow shade str to be year round							
Combination Bid							
Combination Bid Amt.							

**City of Westfield
Grand Park Bid Package V**

BID PACKAGE #5-8

Barriers

Bidder's Name	Bullseye Fence						
Receipt of Addenda (1,2, 3)							
Can Meet Schedule							
Properly Signed							
Financial Statement Included							
Non-Collusion Affidavit Included							
Bid Bond included							
BASE BID	\$ 249,300.00						
Alt 1A - deduct concrete from bldg 11							
Alt 1B - deduct masonry from bldg 11							
Alt 1C - deduct bldg 11							
Alt 2A - deduct concrete from bldg 12							
Alt 2B - deduct masonry from bldg 12							
Alt 3 - Incl utilities within 5' of bldg 11							
Alt 5 - incl utilities within 5' of bb maint							
Alt 6 - incl utilities within 5' of soc maint							
Alt 7 - increase netting from 32' to 40'							
Alt 8 - delete islands on C213 & C214							
Alt 9 - incl shade structures							
Alt 10 - incl alt paving section							
Alt 11A - delete conc on lot on C309A							
Alt 11B - delete paving on lot on C309A							
Alt 12 - allow shade str to be year round							
Combination Bid							
Combination Bid Amt.							

**City of Westfield
Grand Park Bid Package V**

**BID PACKAGE #5-9
Netting**

Bidder's Name	West Coast Netting	C&H Baseball	Net Connection	Net Services			
Receipt of Addenda (1,2, 3)							
Can Meet Schedule							
Properly Signed							
Financial Statement Included							
Non-Collusion Affidavit Included							
Bid Bond included		no					
BASE BID	\$ 661,000.00	\$ 1,717,448.60	\$ 750,112.00	\$ 903,700.00			
Alt 1A - deduct concrete from bldg 11							
Alt 1B - deduct masonry from bldg 11							
Alt 1C - deduct bldg 11							
Alt 2A - deduct concrete from bldg 12							
Alt 2B - deduct masonry from bldg 12							
Alt 3 - Incl utilities within 5' of bldg 11							
Alt 5 - incl utilities within 5' of bb maint							
Alt 6 - incl utilities within 5' of soc maint							
Alt 7 - increase netting from 32' to 40'	64000	38839.5	29161	141300			
Alt 8 - delete islands on C213 & C214							
Alt 9 - incl shade structures	295000	281787.5	245000	200450			
Alt 10 - incl alt paving section							
Alt 11A - delete conc on lot on C309A							
Alt 11B - delete paving on lot on C309A							
Alt 12 - allow shade str to be year round			NC	241700			
Combination Bid							
Combination Bid Amt.							

**City of Westfield
Grand Park Bid Package V**

Combination Bids

Bidder's Name	RL Turner	RL Turner	Myers Const Maint		Reith Riley	Crider & Crider				
Receipt of Addenda (1,2, 3)										
Can Meet Schedule										
Properly Signed										
Financial Statement Included										
Non-Collusion Affidavit Included										
Bid Bond Included										
BASE BID										
Alt 1A - deduct concrete from bldg 11	\$ (25,000.00)	\$ (25,000.00)	\$ (370,000.00)							
Alt 1B - deduct masonry from bldg 11										
Alt 1C - deduct bldg 11										
Alt 2A - deduct concrete from bldg 12	\$ (25,000.00)	\$ (25,000.00)	\$ (370,000.00)							
Alt 2B - deduct masonry from bldg 12										
Alt 3 - Incl utilities within 5' of bldg 11			41500							
Alt 5 - incl utilities within 5' of bb maint		\$ 35,000.00	\$ 46,000.00							
Alt 6 - incl utilities within 5' of soc maint		25000	52000							
Alt 7 - increase netting from 32' to 40'										
Alt 8 - delete islands on C213 & C214	\$ (156,000.00)	\$ (156,000.00)			\$ (80,500.00)	\$ (39,000.00)				
Alt 9 - incl shade structures										
Alt 10 - incl alt paving section					255000	195000				
Alt 11A - delete conc on lot on C309A	-55000	-55000			-46000	-20000				
Alt 11B - delete paving on lot on C309A					-247500	-260000				
Alt 12 - allow shade str to be year round										
Combination Bid	1, 6	1, 4, 6	1, 2, 3, 4		6, 7	6,7				
Combination Bid Amt.	\$ 3,142,517.00	\$ 5,555,000.00	\$ 7,600,000.00		\$ 5,448,000.00	\$ 6,627,000.00				



Mayor
Andy Cook

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

Clerk Treasurer
Cindy J. Gossard

Public Works Department

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

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

Memorandum

To: Westfield Board of Public Works & Safety

Date: April 29, 2013

Re: Public Works Project Report

Memo to Board Members

Dear Board Members, I would like to take this opportunity to update you regarding some of the activities that have taken place within the Public Works Department over the last month.

Westfield Public Works Executive Summary Progress Report

1. South Union to Western Way Drive (West Access Road)
This project has been broken into 3 Segment Phases. Phase 1 is from US31 south to 151st Street. VS Engineering has completed the Phase 1 design and the City has met with the landowner whom is most impacted by the potential land acquisition concerning the design. Timing of the project has yet to be ascertained but it continues to be a priority of the City's growing retail and commercial corridor. The latest storm has shown the impact of the US 31 project on the few landowners and businesses that occupy South Union on the West of Cool Creek.

Phase 2 will be from 151st south and tie into Greyhound Pass. Phase 3 will consist of building a Round-A-Bout at the intersection of Western Way/Greyhound Pass and the new West Access Road Connection. Neither of these phases has engineered.

2. Sewer & Water Projects
Due to failing septic systems and poor water quality in the wells in the Farr Hills, Buena Vista and Ridgewood subdivisions, the City of Westfield has agreed to expand the water and sewer network to these areas. This system expansion will be the last expansion under the direction of the City of Westfield. VS Engineering was awarded the design and engineering of this utility and lift station project. The City of Westfield with the assistance of VS Engineering has conducted two information meetings with the impacted subdivisions to discuss the

anticipated routing and schedule for this work. Design is anticipated to be complete in June with construction starting soon thereafter. Barring design or other unforeseen delays, the project is anticipated to be complete in November of this year.

3. Storm Sewer Projects

The Beechwood storm sewer project was completed in 2012. The rain from April 19th recorded over 4.5" of rain in less than 20 hours and exceeded 100 year flood elevations. The upgrades and improvements managed the excessive rain and impacts from the storm were minimal. This type of repair from faulty infrastructure from many years ago continues to be an issue that we need to address. The most recent project we are studying is the Ridgewood subdivision at the North East of 161st Street and Oak Ridge Road.

VS Engineering has added the schematic design of this storm project to the sewer and water design that they are doing in the neighborhood. We anticipate that we can address some of the storm issues facing these residents simultaneously with the sewer and water project. This utility extension to the neighborhood is anticipated to take place in the Fall of 2013 and so would any potential storm projects.

4. Block Grant

The 2013 Block Grant application is due June 4th. We are looking to submitting for miscellaneous sidewalk upgrades, repairs and gap installations.

5. 2013 Resurfacing and Maintenance Improvement Project

The 2013 Resurfacing and MIP list is under review with staff. The Department of Public Works will begin generating bid documents and these projects prior to May 31st. The following is a list of the projects that have a known status:

- Springmill Road & Greyhound Pass Passing Blister – This project will take approximately 2 weeks once the work is bid. All utilities and right-of-way have been moved and secured. As this project is under \$100k, we will request no less than three quotes from our asphalt vendors.
- Springmill Road (North of SR 32) – This project will not include a widening component so utility relocation does not appear to be an issue. As this project is maintenance project under \$175k, we will request no less than three quotes from our asphalt vendors. This improvement is being done to provide unmitigated access to Grand Park from the west while the eastern improvements around the facility are done planned to be done with utility proceeds in the Spring of 2014.

Public Works Department

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6. 2013 Road Striping

This maintenance program was awarded by Hamilton County to Gridlock. We anticipate starting this work once the weather is consistently warmer to expedite construction due to environmental conditions.

7. Sign Replacement Project

This project has already been approved by the Board of Public Works and was awarded by Hamilton County to Shambaugh & Sons. Signage replacement is anticipated to begin next week once the first shipment of materials is received. The Project will take approximately two months to complete. The plan is to begin replacement of 12" street blades followed by the 9" street blades starting in the northwestern portion of the City.

8. Crack Sealing

It is anticipated that we will begin monitoring the crack sealing needs this summer for installation in the fall of 2013.

9. Grand Park

Meyer-Najem continues to provide construction management services for our Grand Park Sports Complex. The Public Works Department continues to assist in the coordination, inspection, and financial analysis associated with this project. We continue to track on schedule but are resorting to stacking activities and reorganizing the project flow to maintain the proper grass planting seasons and maximize project during the wet conditions over the course of the past two months. Upon award of the Phase III, IV and V contracts, all construction scopes will be bid with only equipment and furnishings left to purchase.

Our revised schedule will be presented at the next BPWS meeting based on input from these new contractors.

Public Works Department

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