



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda_04_29_2015

Wednesday, April 29, 2015 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, April 29, 2015 at 01:00 PM

MEETING PLACE: Westfield Public Works- Large Conference Room

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

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Action Item #1: Minutes- March 25, 2015

Documents: [Minutes- 3/25/15](#)

Bid Approval

None

Action Item #2: 2015 Spring Resurfacing & Striping Program Bid Recommendations

Documents: [2015 Spring Resurfacing & Striping Program Bid Recommendations](#)

Construction Standards & Specifications Changes

None

Change Orders

None

Contracts/Leases

Action Item #3: Oak Ridge and Greyhound Pass Intersection Improvement

Documents: [Oak Ridge and Greyhound Pass Intersection Improvement](#)

Action Item #4: 186th and Spring Mill Roundabout

Documents: [186th and Spring Mill Roundabout](#)

Action Item #5: Monon Trail Phase 5 (Bridge over SR 32)

Documents: [Monon Trail Phase 5 \(Bridge over SR 32\)](#)

Agreements and/or Memorandum of Understanding (MOU)

None

Action Item #6: Monon Trail Phase 6

Documents: [Monon Trail Phase 6](#)

Action Item #7: Andover North Road Impact Fee Agreement

Consent Agenda

Centennial, Section 1 Secondary Plat Amendment

Documents: [Secondary Replat- Centennial, Section 1](#)

Grassy Branch Commercial Subdivision Secondary Plat

Documents: [Staff Memo](#) | [Grassy Branch Commercial Subdivision Secondary Plat](#)

The Moorings at Bridgewater Secondary Plat

Documents: [Staff Memo](#) | [The Moorings at Bridgewater Secondary Plat](#)

Garden Market Secondary Plat

Documents: [Staff Memo](#) | [Garden Market Secondary Plat](#)

Performance Bond Acceptance & Release

Acceptance:

Keeneland Park Section 6 - Streets/Curbs

Keeneland Park Section 6 - Storm Sewer

Keeneland Park Section 6 - Sidewalk

Keeneland Park Section 6 - Sidewalk

Keeneland Park Section 6 - Erosion control

First Merchants - Streets/Curbs, Storm Sewer, Sidewalk, Trail, Erosion Control

Derby Ridge Section 1 - Streets/Curbs

Derby Ridge Section 1 - Storm Sewer

Derby Ridge Section 1 - Sidewalk

Derby Ridge Section 1 - Trail

Derby Ridge Section 1 - Erosion Control

Oak Park Section 2 - Street/Curbs

Oak Park Section 2 - Storm Sewer

Oak Park Section 2 - Sidewalk

Oak Park Section 2 - Trail

Oak Park Section 2 - Erosion Control

Ricker's Bridgewater – 3334 East 146th Street – Storm Sewer

**Ricker's Bridgewater – 3334 East 146th Street – Erosion Control
Release:
Cool Creek Commons - Sanitary Sewer
Cool Creek Commons - Water
Ricker's Bridgewater – 3334 East 146th Street – Storm Sewer
Ricker's Bridgewater – 3334 East 146th Street – Erosion Control
Documents: [Performance Bond Acceptance & Release](#)**

Department Reports

Fire

Documents: [WFD Report](#)

Police

Documents: [WPD Report](#)

Public Works

Documents: [WPWD Report](#)

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

EDS #: A249-15-L150049

Des. No.: 1401708

CFDA No.: 20.205

This Contract is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Contract, by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as INDOT), and the **City of Westfield**, a local public agency in the State of Indiana (hereinafter referred to as the LPA), and collectively referred to as the PARTIES.

NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

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

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

With a copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, IGCN 758
Indianapolis, IN 46204

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

Greenfield District Office
32 South Broadway
Greenfield, Indiana 46140

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

City of Westfield
130 Penn Street
Westfield, Indiana 46074

RECITALS

WHEREAS, LPA has applied to INDOT, and INDOT has approved the LPA's application to receive federal funds for the Project described in Attachment A, and

WHEREAS, LPA agrees to pay its share of the Project cost as stated in this Contract, and

WHEREAS, the PARTIES desire to contract on certain project description, scheduling, and funding allocation, and

WHEREAS, the PARTIES have determined the Project, is in the best interests of the citizens of the State of Indiana, and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations, and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all Federal requirements and fiscally manage the Project, and

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

The “Recitals” and “Notice to PARTIES” above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I PROJECT DESCRIPTION. INDOT and the LPA enter into this Contract to complete the project described in Attachment A (the “Project”), herein attached to and made an integral part of this Contract.

SECTION II LPA RESPONSIBILITIES. The LPA will provide the information and services, or shall cause the information and services to be provided, as set out in Attachment B (LPA’s Rights and Duties), herein attached to and made an integral part of this Contract. The LPA will follow all applicable INDOT procedures, guidelines, manuals, standards, specifications and directives.

SECTION III INDOT RESPONSIBILITIES. INDOT will provide the information and services as set out in Attachment C (INDOT’s Rights and Duties), herein attached to and made an integral part of this Contract.

SECTION IV PROJECT FUNDS. INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with Attachment D (Project Funds), which is herein attached to and made an integral part of this Contract.

SECTION V TERM AND SCHEDULE.

- A. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract) between **July 1, 2017 and June 30, 2018**, INDOT will make the federal funds shown in section I.A. and/or I.B. of Attachment D available for the Project, provided the Project is eligible.
- B. In the event that federal funds for the Project are not obligated during the period listed in section V.A., the federal funds allocated to the Project will lapse.

SECTION VI GENERAL PROVISIONS

- A. **Access to Records.** The LPA shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
- B. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- C. **Audits.** The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the LPA to be a “sub-recipient” for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled “Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources,” and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the LPA’s fiscal year. The LPA agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract and that the LPA is not out of compliance with the financial aspects of this Contract.

- D. **Certification for Federal-Aid Contracts Lobbying Activities.** The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.
3. The LPA also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

E. Compliance with Laws.

1. The LPA shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.
2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.
3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."
4. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6, *et seq.*, Indiana Code § 4-2-7, *et seq.*, the regulations promulgated there under, and Executive Order 05-12, dated January 12, 2005. If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<http://www.in.gov/ethics/>>>>. If the LPA or its agents violate any applicable ethical standards, INDOT may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under Indiana Code §§ 4-2-6, 4-2-7, 35-44.1-1-4 and under any other applicable State or Federal laws.
5. The LPA represents and warrants that the LPA and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this agreement. Failure to do so may be deemed a material breach of this Contract and grounds for termination and denial of further work with the State.

6. As required by I.C. 5-22-3-7:

- (1) The LPA and any officials of the LPA certify that:
 - (A) the LPA, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines]; in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) the LPA will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
- (2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

F. Disadvantaged Business Enterprise Program. Notice is hereby given to the LPA or a LPA Contractor that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

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

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

G. Disputes.

1. Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
2. The LPA agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.

3. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:
4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.
5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.

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

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

1. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
3. Notifying all employees in the statement required by subparagraph (1) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2)

notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

4. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction;
5. Within thirty (30) days after receiving notice under subdivision (3)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
6. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (1) through (5) above.

I. Force Majeure. In the event either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

J. Funding Cancellation Clause. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

K. Governing Laws. This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

L. Indemnification. The LPA agrees to and shall indemnify, defend, exculpate, and hold harmless the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:

- (a) of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- (b) of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;

- (c) of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or
- (d) the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant to this contract.

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

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

O. Non-Discrimination.

1. Pursuant to I.C. 22-9-1-10 and the Civil Rights Act of 1964, the LPA, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
2. The LPA understands that INDOT is a recipient of Federal Funds. Pursuant to that understanding, the LPA, agrees that if the LPA employs fifty (50) or more employees and does at least \$50,000 worth of business with the State and is not exempt, the LPA will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The LPA shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

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

(INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

3. During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
 - a. Compliance with Regulations: The LPA shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - b. Nondiscrimination: The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
 - c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran.
 - d. Information and Reports: The LPA shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of an LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
 - e. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - f. Incorporation of Provisions: The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means

of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

- P. Payment.** All payments made by INDOT, if any, shall be made in arrears in conformance with State fiscal policies and procedures and, as required by I.C. 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by I.C. 4-13-2-20.
- Q. Penalties, Interest and Attorney's Fees.** INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.
- R. Pollution Control Requirements.** If this Contract is for \$100,000 or more, the LPA:
1. Stipulates any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 2. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and
 3. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA List of Violating Facilities.
- S. Severability.** The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.
- T. Status of Claims.** The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204-2249

The remainder of this page is intentionally left blank.

Non-Collusion

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

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

LPA: City of Westfield

**STATE OF INDIANA
Department of Transportation**

Recommended for approval by:

Print or type name and title

Robert D. Cales, Director
Contract Administration Division

Signature and date

Date: _____

Print or type name and title

Executed by:

Signature and date

(FOR)

Karl B. Browning, Commissioner

Print or type name and title

Date: _____

Department of Administration

Signature and date

Jessica Robertson, Commissioner

Date: _____

Attest

State Budget Agency

Auditor or Clerk Treasurer

Brian E. Bailey, Director

Date: _____

Approved as to Form and Legality:

This instrument prepared by:

Ellen Hite

March 30, 2015

(FOR)

Gregory F. Zoeller, Attorney General of Indiana

Date: _____

ATTACHMENT A
PROJECT DESCRIPTION

Des. No.: **1401708**
Program: **Group I**
Type of Project: **Road Reconstruction (3R/4R Standards)**
Location: **Oakridge Rd and Greyhound Pass**

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

A project for road reconstruction (3R/4R standards), for the intersection of Oakridge Road and Greyhound Pass, in the City of Westfield, Hamilton County, Indiana.

ATTACHMENT B

LPA'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law, regulations, rules, policies or procedures, or described elsewhere in this Contract, the following are the LPA's rights and duties under this Contract for the Project.

1. The LPA has requested and intends to use federal funds to partially pay for the Project. The LPA asserts that the LPA has completed or will complete the Project in accordance with INDOT's Design Manual (See <http://www.in.gov/div/contracts/standards/dm.html>) and all pertinent state and federal laws, regulations, policies and guidance. The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual (See <http://www.in.gov/indot/7287.htm>). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals (See <http://www.in.gov/indot/3018.htm>).
2. The LPA acknowledges that in order for the cost of consultant services to be eligible for federal funds or federal credits, the consultant selection must be in accordance with INDOT's consultant selection procedure.
3. REQUIREMENTS FOR ADDITIONAL CONTRACTS
 - A. If the LPA wishes to contract with a consultant, contractor or other agent to complete work on the Project, LPA may:
 1. use the "LPA-CONSULTANT Agreement", which is found at <http://www.in.gov/indot/div/projects/LPASection/> and is incorporated by reference; or
 2. use a form of agreement that has been reviewed and approved by INDOT.
4. The LPA agrees to provide all relevant documents including, but not limited to, all plans, specifications and special provisions, to INDOT for review and approval, and such approval will not be unreasonably withheld. If INDOT does not approve an LPA submittal, the LPA shall cause the submittal to be modified in order to secure INDOT's approval. The LPA understands that if it fails to provide a submittal, submits it late, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.
5. The LPA agrees to complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.
6. At least ninety to one hundred twenty (90 to 120) calendar days prior to INDOT's scheduled construction letting for the project, the LPA will submit to INDOT documentation of the LPA's fiscal body's resolution or other official action irrevocably committing the LPA to fund the LPA's cost of the Project as described in Attachment D.

7. If the LPA has failed to meet any of the requirements of sections 1, 2, 4, 5, or 6 above, INDOT will not let the construction project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
8. The LPA shall pay the cost of the invoice of the construction, utility, and/or railroad work within thirty (30) calendar days from the date of INDOT's award of the construction contract.
9. The LPA understands time is of the essence regarding the Project timeline and payment of costs by the LPA. Delays in payment may cause substantial time delays and/or increased costs for the Project. If the LPA has not paid the full amount of the amount billed by INDOT, in accordance with Attachment D, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this contract including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
10. The LPA shall also be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.
11. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this section are deemed to be incompetent or inadequate or are otherwise insufficient or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
 - A. If project inspection will be provided by full-time LPA employees:
The personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal-aid participation. All claims for federal-aid shall be submitted to the District office, referenced on Page 1, for payment.
 - or
 - B. If project inspection will be provided by the LPA's consultant:
INDOT must approve, in writing, the consultant personnel prior to their assignment to the project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's construction letting for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal-aid shall be submitted to the District office, referenced on page 1, for payment.

12. The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.
13. The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Procedure and Accommodation Policy (See <http://www.in.gov/indot/2376.htm>). The LPA shall execute written use and occupancy contracts as defined in this Policy.
14. If FHWA or INDOT invokes sanctions per Section VI.D.2. of the General Provisions of this contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:
 - a. In the case of correctable noncompliance, the LPA shall make the corrections, to the satisfaction of FHWA and INDOT, in a reasonable amount of time. If the LPA fails to do so, paragraph 14.b. and/or 14.c. below, as applicable, shall apply.
 - b. In case a citation for noncompliance is not correctable or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA and INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, this paragraph shall apply and adjustments shall be made as follows:
 1. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation that have been paid by INDOT to the LPA.
 2. If no right-of-way costs have as yet been paid by INDOT to the LPA or to others, INDOT will not pay any right-of-way claim or billing that is subject to FHWA citation.
 3. The LPA agrees that it is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.
 - c. If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA noncompliance with right-of-way requirements, and construction work was or is in progress, the following shall apply:
 1. INDOT may elect to terminate, suspend, or continue construction work in accord with the provisions of the construction contract.
 2. INDOT may elect to pay its obligations under the provisions of the construction contract.
 3. In the case of correctable noncompliance, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.

4. In case the noncompliance is not correctable, or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA or INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA agrees to reimburse INDOT the full amount it paid for said construction work, less the amount of federal funds allowed by FHWA.
- d. In any case, the LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.
- e. If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within forty-five (45) days after receipt of a billing from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

ATTACHMENT C

INDOT'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law or regulations or described elsewhere in this Contract, the following are INDOT's rights and duties under the Contract:

1. INDOT shall have full authority and access to inspect and approve all plans, specifications and special provisions for the Project regardless of when those plans, specifications, special provisions or other such Project documents were created.
2. INDOT shall complete all railroad coordination for the Project on behalf of the LPA.
3. After the LPA has submitted and INDOT has accepted and/or approved all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.
4. If the LPA owes INDOT money which is more than 60 days past due, INDOT will not open the construction bids for the Project.
5. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of Attachment D, and fulfillment of all other pre-letting obligations of this contract, INDOT shall, in accordance with applicable laws and rules (including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11), conduct a scheduled letting.
6. Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.
7. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.
8. If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA share of the construction cost.
9. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
10. In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.
11. After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's bill, make final payment to INDOT pursuant to Attachment D or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.

ATTACHMENT D**PROJECT FUNDS****I. Project Costs.**

- A. If the Program shown on Attachment A is receiving **Group I** federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay **80%** of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is **\$ 1,945,913.00.**

 X

OR

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

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

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

- D. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of Attachment D of this contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.

- E. Costs will be eligible for FHWA participation provided that the costs:

- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;
- (2) Are verifiable from INDOT's or the LPA's records;
- (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR section 18.22;
- (4) Are included in the approved budget, or amendment thereto; and

- (5) Were not incurred prior to FHWA authorization.

II. Billings.

A. Billing:

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.

B. Other Costs:

1. The LPA shall pay INDOT for expenses incurred in performing the final audit less the amount eligible for Federal-aid reimbursement.
2. The LPA shall pay INDOT for expenses incurred in supervising the Project out of the maximum limitation shown in section I.C. of Attachment D.

III. Repayment Provisions.

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.



Mayor
Andy Cook

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

Clerk Treasurer
Cindy J. Gossard

2015 Spring Resurfacing & Striping Program

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider the following bids for consideration and make a recommendation for award.

This project generally consists of milling and resurfacing, full depth patching, and striping. The following roads will be repaired/maintained with this project:

- Group A: N Union St. from Penn Street to IMMI Way
- Group B: 169th Street from Oak Ridge Road to Birdseye Drive
- Group C: Brooksbury Drive from Countryside Blvd. to Wanatah Trail
- Group D: Springmill Road from SR 32 to 161st Street
- Group E: Greyhound Pass from Citation Road to Shoreway East Drive
- Group F: Birdseye Drive from 169th Street to Clear Lake Lane
- Group G: Striping – Paint all lines and minor thermoplastic handwork
- Group H: Public Safety Building Front Parking Lot

The following is the list of contractors and their associated bids for this project:

Groups A-F and H as well as Group G respectively:

Rieth Riley	\$762,870.00	\$140,346.00
Grady Brothers	\$587,785.00	\$152,538.04
Calumet	\$647,653.00	\$146,420.00
E&B Paving	\$631,834.00	\$175,440.00
FE Harding	\$611,096.98	\$150,814.42
Midwest Paving	\$682,477.41	No Bid
Indiana Sign & Barricade	No Bid	\$172,550.25
Baumgartner	\$499,428.43	No Bid

All Bids have been reviewed by the Public Works Project Management Division and are in compliance.

Therefore, the Westfield Public Works Department recommends to the Board of Public Works and Safety to authorize the Public Works Director to execute the agreement for Contractual Services for the 2015 Spring Resurfacing & Striping Program to Baumgartner for Groups A, B, C, D, E, F, and H at \$499,428.43 and Rieth-Riley for Group G at \$140,346.00.

Public Works Department

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

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

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

EDS #: A249-15-L150048

Des. No.: 1401707

CFDA No.: 20.205

This Contract is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Contract, by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as INDOT), and the City of Westfield, a local public agency in the State of Indiana (hereinafter referred to as the LPA), and collectively referred to as the PARTIES.

NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

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

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

With a copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, IGCN 758
Indianapolis, IN 46204

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

Greenfield District Office
32 South Broadway
Greenfield, Indiana 46140

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

City of Westfield
130 Penn Street
Westfield, Indiana 46074

RECITALS

WHEREAS, LPA has applied to INDOT, and INDOT has approved the LPA's application to receive federal funds for the Project described in Attachment A, and

WHEREAS, LPA agrees to pay its share of the Project cost as stated in this Contract, and

WHEREAS, the PARTIES desire to contract on certain project description, scheduling, and funding allocation, and

WHEREAS, the PARTIES have determined the Project, is in the best interests of the citizens of the State of Indiana, and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations, and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all Federal requirements and fiscally manage the Project, and

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

The “Recitals” and “Notice to PARTIES” above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I PROJECT DESCRIPTION. INDOT and the LPA enter into this Contract to complete the project described in Attachment A (the “Project”), herein attached to and made an integral part of this Contract.

SECTION II LPA RESPONSIBILITIES. The LPA will provide the information and services, or shall cause the information and services to be provided, as set out in Attachment B (LPA’s Rights and Duties), herein attached to and made an integral part of this Contract. The LPA will follow all applicable INDOT procedures, guidelines, manuals, standards, specifications and directives.

SECTION III INDOT RESPONSIBILITIES. INDOT will provide the information and services as set out in Attachment C (INDOT’s Rights and Duties), herein attached to and made an integral part of this Contract.

SECTION IV PROJECT FUNDS. INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with Attachment D (Project Funds), which is herein attached to and made an integral part of this Contract.

SECTION V TERM AND SCHEDULE.

- A. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract) between **July 1, 2017 and June 30, 2018**, INDOT will make the federal funds shown in section I.A. and/or I.B. of Attachment D available for the Project, provided the Project is eligible.
- B. In the event that federal funds for the Project are not obligated during the period listed in section V.A., the federal funds allocated to the Project will lapse.

SECTION VI GENERAL PROVISIONS

- A. **Access to Records.** The LPA shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
- B. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- C. **Audits.** The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the LPA to be a “sub-recipient” for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled “Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources,” and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the LPA’s fiscal year. The LPA agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract and that the LPA is not out of compliance with the financial aspects of this Contract.

- D. **Certification for Federal-Aid Contracts Lobbying Activities.** The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.
3. The LPA also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

E. Compliance with Laws.

1. The LPA shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.
2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.
3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."
4. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6, *et seq.*, Indiana Code § 4-2-7, *et seq.*, the regulations promulgated there under, and Executive Order 05-12, dated January 12, 2005. If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<http://www.in.gov/ethics/>>>>. If the LPA or its agents violate any applicable ethical standards, INDOT may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under Indiana Code §§ 4-2-6, 4-2-7, 35-44.1-1-4 and under any other applicable State or Federal laws.
5. The LPA represents and warrants that the LPA and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this agreement. Failure to do so may be deemed a material breach of this Contract and grounds for termination and denial of further work with the State.

6. As required by I.C. 5-22-3-7:

- (1) The LPA and any officials of the LPA certify that:
 - (A) the LPA, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines]; in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) the LPA will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
- (2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

F. Disadvantaged Business Enterprise Program. Notice is hereby given to the LPA or a LPA Contractor that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

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

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

G. Disputes.

1. Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
2. The LPA agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.

3. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:
4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.
5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.

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

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

1. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
3. Notifying all employees in the statement required by subparagraph (1) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2)

notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

4. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction;
5. Within thirty (30) days after receiving notice under subdivision (3)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
6. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (1) through (5) above.

I. Force Majeure. In the event either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

J. Funding Cancellation Clause. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

K. Governing Laws. This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

L. Indemnification. The LPA agrees to and shall indemnify, defend, exculpate, and hold harmless the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:

- (a) of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- (b) of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;

- (c) of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or
- (d) the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant to this contract.

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

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

O. Non-Discrimination.

1. Pursuant to I.C. 22-9-1-10 and the Civil Rights Act of 1964, the LPA, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
2. The LPA understands that INDOT is a recipient of Federal Funds. Pursuant to that understanding, the LPA, agrees that if the LPA employs fifty (50) or more employees and does at least \$50,000 worth of business with the State and is not exempt, the LPA will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The LPA shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

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

(INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

3. During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
 - a. Compliance with Regulations: The LPA shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - b. Nondiscrimination: The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
 - c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran.
 - d. Information and Reports: The LPA shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of an LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
 - e. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - f. Incorporation of Provisions: The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means

of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

- P. Payment.** All payments made by INDOT, if any, shall be made in arrears in conformance with State fiscal policies and procedures and, as required by I.C. 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by I.C. 4-13-2-20.
- Q. Penalties, Interest and Attorney's Fees.** INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.
- R. Pollution Control Requirements.** If this Contract is for \$100,000 or more, the LPA:
1. Stipulates any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 2. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and
 3. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA List of Violating Facilities.
- S. Severability.** The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.
- T. Status of Claims.** The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204-2249

The remainder of this page is intentionally left blank.

Non-Collusion

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

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

LPA: City of Westfield

**STATE OF INDIANA
Department of Transportation**

Recommended for approval by:

Print or type name and title

Robert D. Cales, Director
Contract Administration Division

Signature and date

Date: _____

Print or type name and title

Executed by:

Signature and date

(FOR)

Karl B. Browning, Commissioner

Print or type name and title

Date: _____

Department of Administration

Signature and date

Jessica Robertson, Commissioner

Date: _____

Attest

State Budget Agency

Auditor or Clerk Treasurer

Brian E. Bailey, Director

Date: _____

Approved as to Form and Legality:

This instrument prepared by:

Ellen Hite

March 27, 2015

(FOR)

Gregory F. Zoeller, Attorney General of Indiana

Date: _____

ATTACHMENT A
PROJECT DESCRIPTION

Des. No.: **1401707**
Program: **Group I**
Type of Project: **Road Reconstruction (3R/4R Standards)**
Location: **Spring Mill & 186th St**

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

A project for road reconstruction (3R/4R standards), for the intersection of Spring Mill and 186th Street, in the City of Westfield, Hamilton County, Indiana.

ATTACHMENT B

LPA'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law, regulations, rules, policies or procedures, or described elsewhere in this Contract, the following are the LPA's rights and duties under this Contract for the Project.

1. The LPA has requested and intends to use federal funds to partially pay for the Project. The LPA asserts that the LPA has completed or will complete the Project in accordance with INDOT's Design Manual (See <http://www.in.gov/div/contracts/standards/dm.html>) and all pertinent state and federal laws, regulations, policies and guidance. The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual (See <http://www.in.gov/indot/7287.htm>). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals (See <http://www.in.gov/indot/3018.htm>).
2. The LPA acknowledges that in order for the cost of consultant services to be eligible for federal funds or federal credits, the consultant selection must be in accordance with INDOT's consultant selection procedure.
3. REQUIREMENTS FOR ADDITIONAL CONTRACTS
 - A. If the LPA wishes to contract with a consultant, contractor or other agent to complete work on the Project, LPA may:
 1. use the "LPA-CONSULTANT Agreement", which is found at <http://www.in.gov/indot/div/projects/LPASection/> and is incorporated by reference; or
 2. use a form of agreement that has been reviewed and approved by INDOT.
4. The LPA agrees to provide all relevant documents including, but not limited to, all plans, specifications and special provisions, to INDOT for review and approval, and such approval will not be unreasonably withheld. If INDOT does not approve an LPA submittal, the LPA shall cause the submittal to be modified in order to secure INDOT's approval. The LPA understands that if it fails to provide a submittal, submits it late, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.
5. The LPA agrees to complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.
6. At least ninety to one hundred twenty (90 to 120) calendar days prior to INDOT's scheduled construction letting for the project, the LPA will submit to INDOT documentation of the LPA's fiscal body's resolution or other official action irrevocably committing the LPA to fund the LPA's cost of the Project as described in Attachment D.

7. If the LPA has failed to meet any of the requirements of sections 1, 2, 4, 5, or 6 above, INDOT will not let the construction project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
8. The LPA shall pay the cost of the invoice of the construction, utility, and/or railroad work within thirty (30) calendar days from the date of INDOT's award of the construction contract.
9. The LPA understands time is of the essence regarding the Project timeline and payment of costs by the LPA. Delays in payment may cause substantial time delays and/or increased costs for the Project. If the LPA has not paid the full amount of the amount billed by INDOT, in accordance with Attachment D, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this contract including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
10. The LPA shall also be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.
11. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this section are deemed to be incompetent or inadequate or are otherwise insufficient or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
 - A. If project inspection will be provided by full-time LPA employees:

The personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal-aid participation. All claims for federal-aid shall be submitted to the District office, referenced on Page 1, for payment.
 - or
 - B. If project inspection will be provided by the LPA's consultant:

INDOT must approve, in writing, the consultant personnel prior to their assignment to the project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's construction letting for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal-aid shall be submitted to the District office, referenced on page 1, for payment.

12. The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.
13. The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Procedure and Accommodation Policy (See <http://www.in.gov/indot/2376.htm>). The LPA shall execute written use and occupancy contracts as defined in this Policy.
14. If FHWA or INDOT invokes sanctions per Section VI.D.2. of the General Provisions of this contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:
 - a. In the case of correctable noncompliance, the LPA shall make the corrections, to the satisfaction of FHWA and INDOT, in a reasonable amount of time. If the LPA fails to do so, paragraph 14.b. and/or 14.c. below, as applicable, shall apply.
 - b. In case a citation for noncompliance is not correctable or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA and INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, this paragraph shall apply and adjustments shall be made as follows:
 1. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation that have been paid by INDOT to the LPA.
 2. If no right-of-way costs have as yet been paid by INDOT to the LPA or to others, INDOT will not pay any right-of-way claim or billing that is subject to FHWA citation.
 3. The LPA agrees that it is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.
 - c. If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA noncompliance with right-of-way requirements, and construction work was or is in progress, the following shall apply:
 1. INDOT may elect to terminate, suspend, or continue construction work in accord with the provisions of the construction contract.
 2. INDOT may elect to pay its obligations under the provisions of the construction contract.
 3. In the case of correctable noncompliance, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.

4. In case the noncompliance is not correctable, or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA or INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA agrees to reimburse INDOT the full amount it paid for said construction work, less the amount of federal funds allowed by FHWA.
- d. In any case, the LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.
- e. If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within forty-five (45) days after receipt of a billing from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

ATTACHMENT C

INDOT'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law or regulations or described elsewhere in this Contract, the following are INDOT's rights and duties under the Contract:

1. INDOT shall have full authority and access to inspect and approve all plans, specifications and special provisions for the Project regardless of when those plans, specifications, special provisions or other such Project documents were created.
2. INDOT shall complete all railroad coordination for the Project on behalf of the LPA.
3. After the LPA has submitted and INDOT has accepted and/or approved all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.
4. If the LPA owes INDOT money which is more than 60 days past due, INDOT will not open the construction bids for the Project.
5. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of Attachment D, and fulfillment of all other pre-letting obligations of this contract, INDOT shall, in accordance with applicable laws and rules (including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11), conduct a scheduled letting.
6. Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.
7. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.
8. If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA share of the construction cost.
9. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
10. In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.
11. After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's bill, make final payment to INDOT pursuant to Attachment D or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.

ATTACHMENT D**PROJECT FUNDS****I. Project Costs.**

- A. If the Program shown on Attachment A is receiving **Group I** federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay **80%** of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is **\$ 2,022,300.00.**

 X

OR

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

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

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

- D. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of Attachment D of this contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.

- E. Costs will be eligible for FHWA participation provided that the costs:

- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;
- (2) Are verifiable from INDOT's or the LPA's records;
- (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR section 18.22;
- (4) Are included in the approved budget, or amendment thereto; and

- (5) Were not incurred prior to FHWA authorization.

II. Billings.

A. Billing:

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.

B. Other Costs:

1. The LPA shall pay INDOT for expenses incurred in performing the final audit less the amount eligible for Federal-aid reimbursement.
2. The LPA shall pay INDOT for expenses incurred in supervising the Project out of the maximum limitation shown in section I.C. of Attachment D.

III. Repayment Provisions.

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.

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

EDS #: A249-15-L150050

Des. No.: 1401709

CFDA No.: 20.205

This Contract is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Contract, by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as INDOT), and the **City of Westfield**, a local public agency in the State of Indiana (hereinafter referred to as the LPA), and collectively referred to as the PARTIES.

NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

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

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

With a copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, IGCN 758
Indianapolis, IN 46204

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

Greenfield District Office
32 South Broadway
Greenfield, Indiana 46140

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

City of Westfield
130 Penn Street
Westfield, Indiana 46074

RECITALS

WHEREAS, LPA has applied to INDOT, and INDOT has approved the LPA's application to receive federal funds for the Project described in Attachment A, and

WHEREAS, LPA agrees to pay its share of the Project cost as stated in this Contract, and

WHEREAS, the PARTIES desire to contract on certain project description, scheduling, and funding allocation, and

WHEREAS, the PARTIES have determined the Project, is in the best interests of the citizens of the State of Indiana, and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations, and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all Federal requirements and fiscally manage the Project, and

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

The “Recitals” and “Notice to PARTIES” above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I PROJECT DESCRIPTION. INDOT and the LPA enter into this Contract to complete the project described in Attachment A (the “Project”), herein attached to and made an integral part of this Contract.

SECTION II LPA RESPONSIBILITIES. The LPA will provide the information and services, or shall cause the information and services to be provided, as set out in Attachment B (LPA’s Rights and Duties), herein attached to and made an integral part of this Contract. The LPA will follow all applicable INDOT procedures, guidelines, manuals, standards, specifications and directives.

SECTION III INDOT RESPONSIBILITIES. INDOT will provide the information and services as set out in Attachment C (INDOT’s Rights and Duties), herein attached to and made an integral part of this Contract.

SECTION IV PROJECT FUNDS. INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with Attachment D (Project Funds), which is herein attached to and made an integral part of this Contract.

SECTION V TERM AND SCHEDULE.

- A. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract) between **July 1, 2018 and June 30, 2019**, INDOT will make the federal funds shown in section I.A. and/or I.B. of Attachment D available for the Project, provided the Project is eligible.
- B. In the event that federal funds for the Project are not obligated during the period listed in section V.A., the federal funds allocated to the Project will lapse.

SECTION VI GENERAL PROVISIONS

- A. **Access to Records.** The LPA shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
- B. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- C. **Audits.** The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the LPA to be a “sub-recipient” for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled “Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources,” and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the LPA’s fiscal year. The LPA agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract and that the LPA is not out of compliance with the financial aspects of this Contract.

- D. **Certification for Federal-Aid Contracts Lobbying Activities.** The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.
3. The LPA also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

E. Compliance with Laws.

1. The LPA shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.
2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.
3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."
4. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6, *et seq.*, Indiana Code § 4-2-7, *et seq.*, the regulations promulgated there under, and Executive Order 05-12, dated January 12, 2005. If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<http://www.in.gov/ethics/>>>>. If the LPA or its agents violate any applicable ethical standards, INDOT may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under Indiana Code §§ 4-2-6, 4-2-7, 35-44.1-1-4 and under any other applicable State or Federal laws.
5. The LPA represents and warrants that the LPA and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this agreement. Failure to do so may be deemed a material breach of this Contract and grounds for termination and denial of further work with the State.

6. As required by I.C. 5-22-3-7:

- (1) The LPA and any officials of the LPA certify that:
 - (A) the LPA, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines]; in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) the LPA will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
- (2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

F. Disadvantaged Business Enterprise Program. Notice is hereby given to the LPA or a LPA Contractor that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

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

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

G. Disputes.

1. Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
2. The LPA agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.

3. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:
4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.
5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.

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

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

1. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
3. Notifying all employees in the statement required by subparagraph (1) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2)

notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

4. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (3)(2) above, or otherwise receiving actual notice of such conviction;
5. Within thirty (30) days after receiving notice under subdivision (3)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
6. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (1) through (5) above.

I. Force Majeure. In the event either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

J. Funding Cancellation Clause. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

K. Governing Laws. This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

L. Indemnification. The LPA agrees to and shall indemnify, defend, exculpate, and hold harmless the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:

- (a) of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
- (b) of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;

- (c) of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or
- (d) the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant to this contract.

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

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

O. Non-Discrimination.

1. Pursuant to I.C. 22-9-1-10 and the Civil Rights Act of 1964, the LPA, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
2. The LPA understands that INDOT is a recipient of Federal Funds. Pursuant to that understanding, the LPA, agrees that if the LPA employs fifty (50) or more employees and does at least \$50,000 worth of business with the State and is not exempt, the LPA will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The LPA shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

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

(INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

3. During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
 - a. Compliance with Regulations: The LPA shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - b. Nondiscrimination: The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
 - c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran.
 - d. Information and Reports: The LPA shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of an LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
 - e. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - f. Incorporation of Provisions: The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means

of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

- P. Payment.** All payments made by INDOT, if any, shall be made in arrears in conformance with State fiscal policies and procedures and, as required by I.C. 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by I.C. 4-13-2-20.
- Q. Penalties, Interest and Attorney's Fees.** INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.
- R. Pollution Control Requirements.** If this Contract is for \$100,000 or more, the LPA:
1. Stipulates any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 2. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and
 3. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA List of Violating Facilities.
- S. Severability.** The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.
- T. Status of Claims.** The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204-2249

The remainder of this page is intentionally left blank.

DUNS NO.: 962590683

Non-Collusion

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

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

LPA: City of Westfield**STATE OF INDIANA
Department of Transportation****Recommended for approval by:**_____
Print or type name and title_____
Robert D. Cales, Director
Contract Administration Division

Date: _____

Signature and date**Executed by:**_____
Print or type name and title

(FOR)

Karl B. Browning, Commissioner

Date: _____

Signature and date**Department of Administration**_____
Print or type name and title_____
Jessica Robertson, Commissioner

Date: _____

Signature and date**State Budget Agency**

Attest

Brian E. Bailey, Director

Date: _____

Auditor or Clerk Treasurer**Approved as to Form and Legality:**

This instrument prepared by:

(FOR)

Ellen Hite_____
Gregory F. Zoeller, Attorney General of IndianaMarch 30, 2015

Date: _____

ATTACHMENT A
PROJECT DESCRIPTION

Des. No.: **1401709**
Program: **Group I**
Type of Project: **Bike/Pedestrian Facilities**
Location: **Monon Trail**

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

A project for bike/pedestrian facilities for the Monon Trail over State Road 32, in the City of Westfield, Hamilton County, Indiana.

ATTACHMENT B

LPA'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law, regulations, rules, policies or procedures, or described elsewhere in this Contract, the following are the LPA's rights and duties under this Contract for the Project.

1. The LPA has requested and intends to use federal funds to partially pay for the Project. The LPA asserts that the LPA has completed or will complete the Project in accordance with INDOT's Design Manual (See <http://www.in.gov/div/contracts/standards/dm.html>) and all pertinent state and federal laws, regulations, policies and guidance. The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual (See <http://www.in.gov/indot/7287.htm>). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals (See <http://www.in.gov/indot/3018.htm>).
2. The LPA acknowledges that in order for the cost of consultant services to be eligible for federal funds or federal credits, the consultant selection must be in accordance with INDOT's consultant selection procedure.
3. REQUIREMENTS FOR ADDITIONAL CONTRACTS
 - A. If the LPA wishes to contract with a consultant, contractor or other agent to complete work on the Project, LPA may:
 1. use the "LPA-CONSULTANT Agreement", which is found at <http://www.in.gov/indot/div/projects/LPASection/> and is incorporated by reference; or
 2. use a form of agreement that has been reviewed and approved by INDOT.
4. The LPA agrees to provide all relevant documents including, but not limited to, all plans, specifications and special provisions, to INDOT for review and approval, and such approval will not be unreasonably withheld. If INDOT does not approve an LPA submittal, the LPA shall cause the submittal to be modified in order to secure INDOT's approval. The LPA understands that if it fails to provide a submittal, submits it late, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.
5. The LPA agrees to complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.
6. At least ninety to one hundred twenty (90 to 120) calendar days prior to INDOT's scheduled construction letting for the project, the LPA will submit to INDOT documentation of the LPA's fiscal body's resolution or other official action irrevocably committing the LPA to fund the LPA's cost of the Project as described in Attachment D.

7. If the LPA has failed to meet any of the requirements of sections 1, 2, 4, 5, or 6 above, INDOT will not let the construction project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
8. The LPA shall pay the cost of the invoice of the construction, utility, and/or railroad work within thirty (30) calendar days from the date of INDOT's award of the construction contract.
9. The LPA understands time is of the essence regarding the Project timeline and payment of costs by the LPA. Delays in payment may cause substantial time delays and/or increased costs for the Project. If the LPA has not paid the full amount of the amount billed by INDOT, in accordance with Attachment D, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this contract including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
10. The LPA shall also be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.
11. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this section are deemed to be incompetent or inadequate or are otherwise insufficient or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
 - A. If project inspection will be provided by full-time LPA employees:
The personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal-aid participation. All claims for federal-aid shall be submitted to the District office, referenced on Page 1, for payment.
 - or
 - B. If project inspection will be provided by the LPA's consultant:
INDOT must approve, in writing, the consultant personnel prior to their assignment to the project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's construction letting for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal-aid shall be submitted to the District office, referenced on page 1, for payment.

12. The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.
13. The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Procedure and Accommodation Policy (See <http://www.in.gov/indot/2376.htm>). The LPA shall execute written use and occupancy contracts as defined in this Policy.
14. If FHWA or INDOT invokes sanctions per Section VI.D.2. of the General Provisions of this contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:
 - a. In the case of correctable noncompliance, the LPA shall make the corrections, to the satisfaction of FHWA and INDOT, in a reasonable amount of time. If the LPA fails to do so, paragraph 14.b. and/or 14.c. below, as applicable, shall apply.
 - b. In case a citation for noncompliance is not correctable or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA and INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, this paragraph shall apply and adjustments shall be made as follows:
 1. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation that have been paid by INDOT to the LPA.
 2. If no right-of-way costs have as yet been paid by INDOT to the LPA or to others, INDOT will not pay any right-of-way claim or billing that is subject to FHWA citation.
 3. The LPA agrees that it is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.
 - c. If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA noncompliance with right-of-way requirements, and construction work was or is in progress, the following shall apply:
 1. INDOT may elect to terminate, suspend, or continue construction work in accord with the provisions of the construction contract.
 2. INDOT may elect to pay its obligations under the provisions of the construction contract.
 3. In the case of correctable noncompliance, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.

4. In case the noncompliance is not correctable, or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA or INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA agrees to reimburse INDOT the full amount it paid for said construction work, less the amount of federal funds allowed by FHWA.
- d. In any case, the LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.
- e. If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within forty-five (45) days after receipt of a billing from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

ATTACHMENT C

INDOT'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law or regulations or described elsewhere in this Contract, the following are INDOT's rights and duties under the Contract:

1. INDOT shall have full authority and access to inspect and approve all plans, specifications and special provisions for the Project regardless of when those plans, specifications, special provisions or other such Project documents were created.
2. INDOT shall complete all railroad coordination for the Project on behalf of the LPA.
3. After the LPA has submitted and INDOT has accepted and/or approved all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.
4. If the LPA owes INDOT money which is more than 60 days past due, INDOT will not open the construction bids for the Project.
5. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of Attachment D, and fulfillment of all other pre-letting obligations of this contract, INDOT shall, in accordance with applicable laws and rules (including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11), conduct a scheduled letting.
6. Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.
7. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.
8. If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA share of the construction cost.
9. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
10. In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.
11. After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's bill, make final payment to INDOT pursuant to Attachment D or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.

ATTACHMENT D**PROJECT FUNDS****I. Project Costs.**

- A. If the Program shown on Attachment A is receiving **Group I** federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay **80%** of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is **\$ 3,314,500.00**.

 X

OR

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

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

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

- D. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of Attachment D of this contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.

- E. Costs will be eligible for FHWA participation provided that the costs:

- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;
- (2) Are verifiable from INDOT's or the LPA's records;
- (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR section 18.22;
- (4) Are included in the approved budget, or amendment thereto; and

- (5) Were not incurred prior to FHWA authorization.

II. Billings.

A. Billing:

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.

B. Other Costs:

1. The LPA shall pay INDOT for expenses incurred in performing the final audit less the amount eligible for Federal-aid reimbursement.
2. The LPA shall pay INDOT for expenses incurred in supervising the Project out of the maximum limitation shown in section I.C. of Attachment D.

III. Repayment Provisions.

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.



**City of Westfield Fire Department
Board of Public Works & Safety Report
March 1st – March 31st, 2015**

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

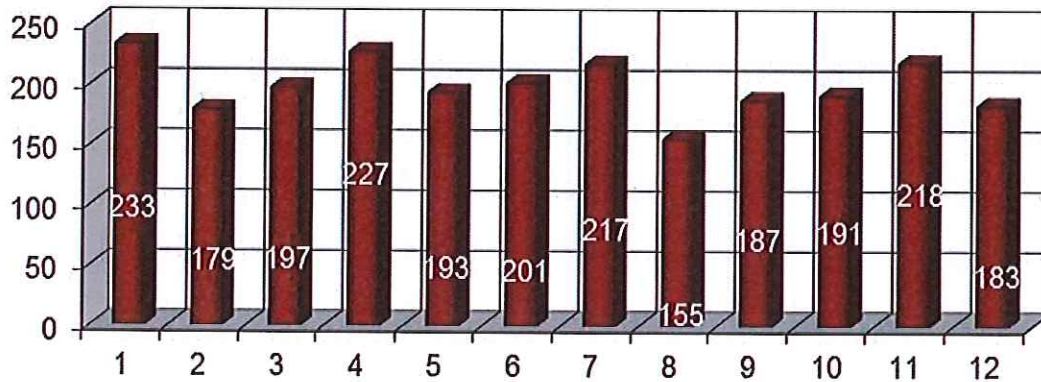


Westfield Fire Department 2015 Incident Statistics By Fire / Medical Groups

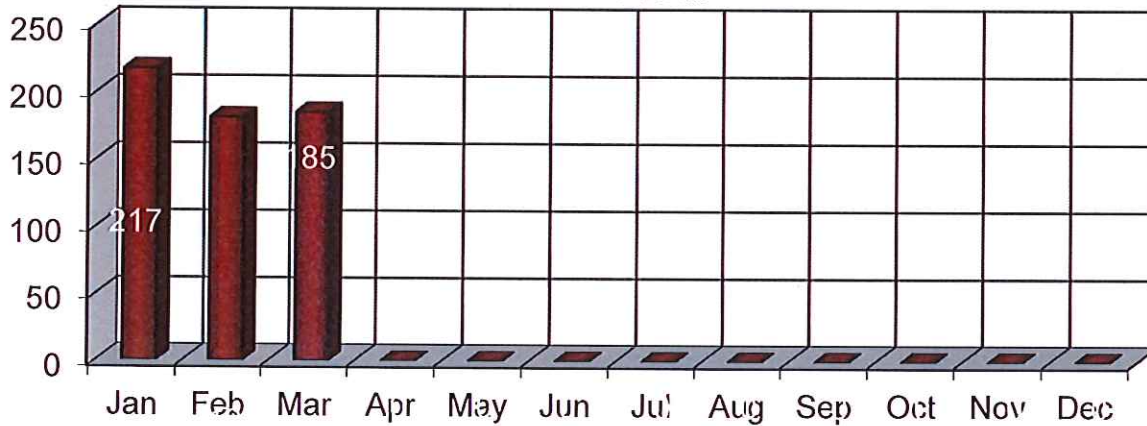


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Total WFD Fire Incidents	97	81	91										269	46.1%
Total WFD Medical Incidents	120	100	94										314	53.9%
Total WWFD Incidents	217	181	185	0	0	0	0	0	0	0	0	0	583	100%

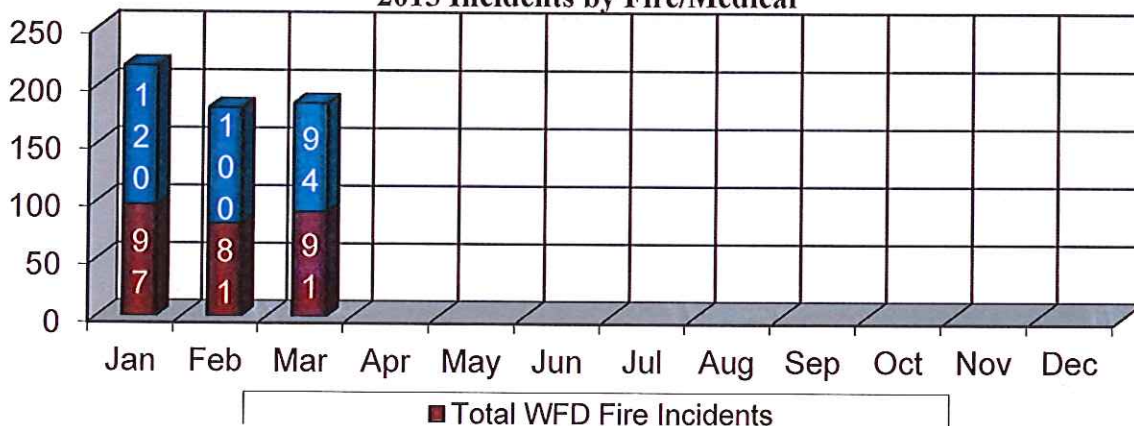
Westfield Fire Department
2014 Total Incidents



Westfield Fire Department
2015 Total Incidents



Westfield Fire Department
2015 Incidents by Fire/Medical



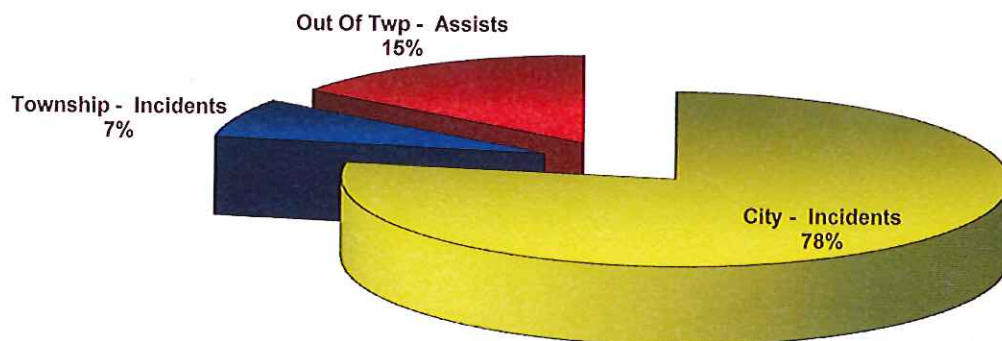


**Westfield Fire Department
2015 Fire/Medical Incidents
By Governmental Area**



2015 Incidents	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
City - Incidents	171	142	139										452	77.5%
Township - Incidents	13	11	18										42	7.2%
Out Of Twp - Assists	33	28	27										88	15.1%

**Westfield Fire Department
2015 Incidents by Governmental Areas**



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



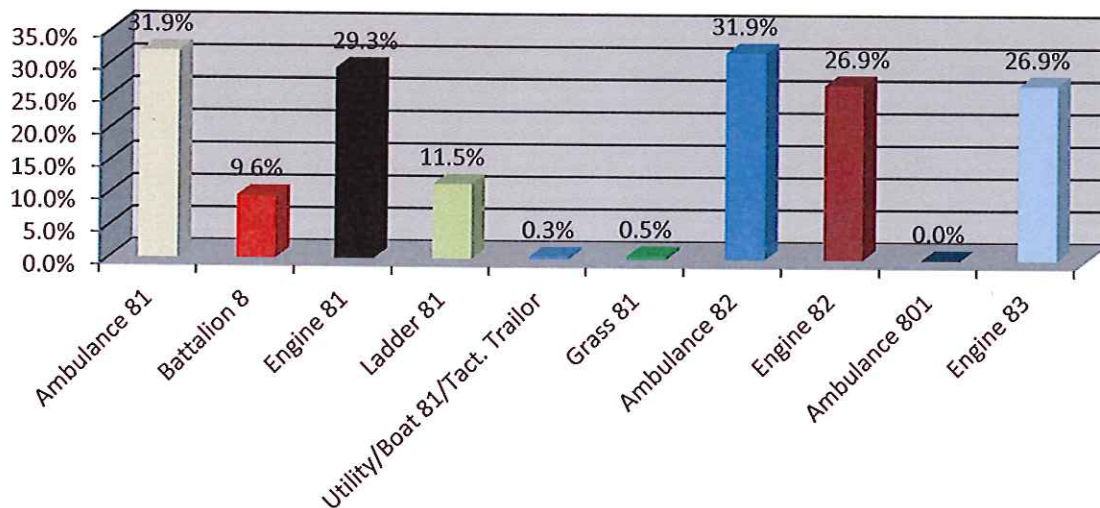
Westfield Fire Department 2015 Total Apparatus Responses By Unit & Station

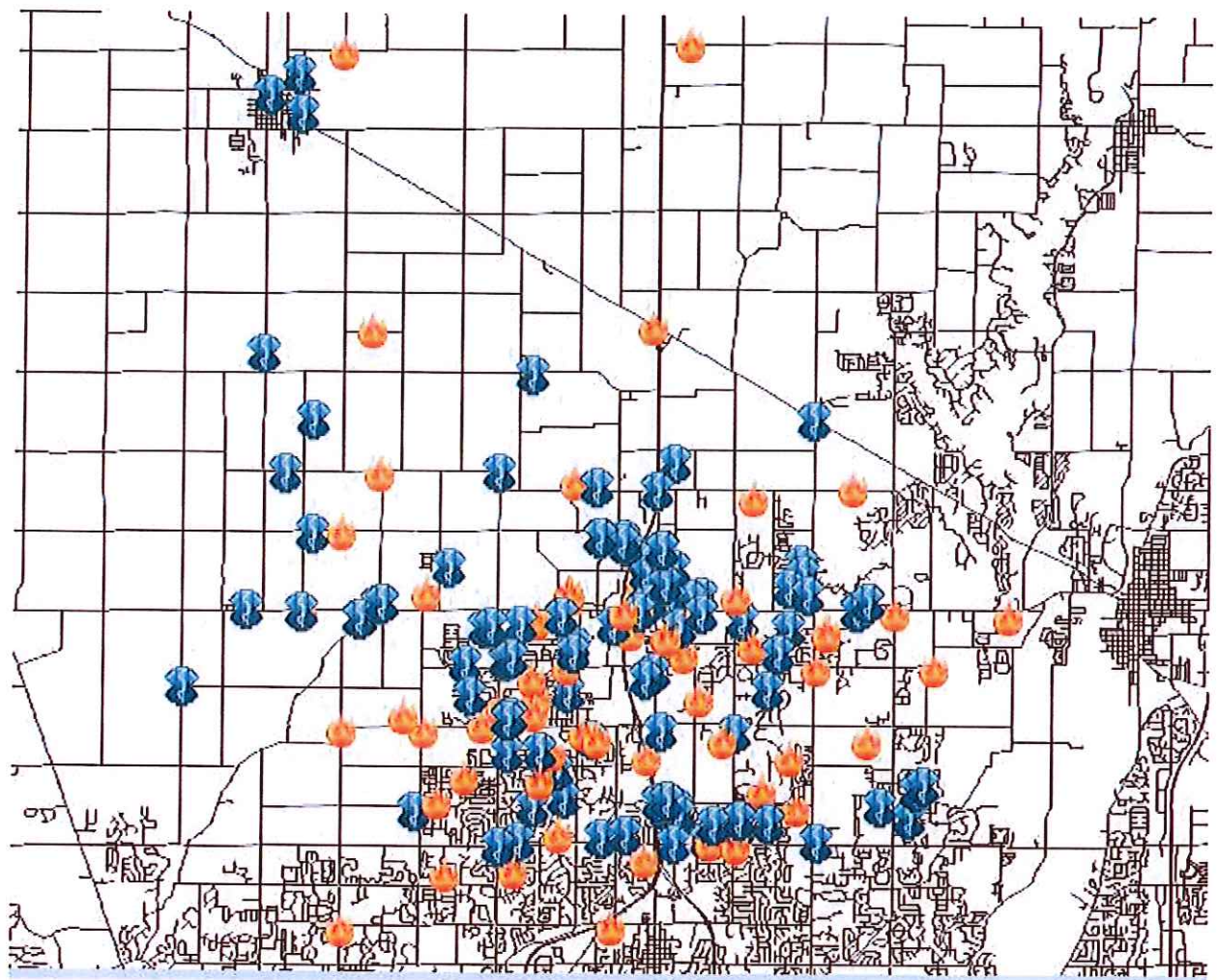


Station 81 Responses	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
Ambulance 81	64	63	59										186	31.9%
Battalion 8	27	14	15										56	9.6%
Engine 81	58	50	63										171	29.3%
Ladder 81	31	14	22										67	11.5%
Utility/Boat 81/Tact. Tractor	1	-	1										2	0.3%
Grass 81		1	2										3	0.5%

Station 82 Responses	Jan	Feb	March	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
Ambulance 82	75	57	54										186	31.9%
Engine 82	69	51	37										157	26.9%
Ambulance 801	0	-	-										0	0.0%
Station 83 Responses													Totals	%
Engine 83	61	50	46										157	26.9%

Westfield Fire Department 2015 Total Apparatus Responses





Westfield Fire Department

Kristen Custom Report

Alarm Date Between {03/01/2015} And {03/31/2015}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
	1	0.54%	\$0	0.00%
	1	0.54%	\$0	0.00%
1 Fire				
100 Fire, Other	1	0.54%	\$10	0.09%
131 Passenger vehicle fire	2	1.08%	\$11,000	99.90%
150 Outside rubbish fire, Other	1	0.54%	\$0	0.00%
170 Cultivated vegetation, crop fire, Other	1	0.54%	\$0	0.00%
	5	2.70%	\$11,010	100.00%
3 Rescue & Emergency Medical Service Incident				
320 Emergency medical service, other	9	4.86%	\$0	0.00%
321 EMS call, excluding vehicle accident with	82	44.32%	\$0	0.00%
322 Motor vehicle accident with injuries	5	2.70%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	4	2.16%	\$0	0.00%
362 Ice rescue	1	0.54%	\$0	0.00%
	101	54.59%	\$0	0.00%
4 Hazardous Condition (No Fire)				
413 Oil or other combustible liquid spill	1	0.54%	\$0	0.00%
422 Chemical spill or leak	1	0.54%	\$0	0.00%
	2	1.08%	\$0	0.00%
5 Service Call				
500 Service Call, other	1	0.54%	\$0	0.00%
520 Water problem, Other	1	0.54%	\$0	0.00%
531 Smoke or odor removal	3	1.62%	\$0	0.00%
542 Animal rescue	1	0.54%	\$0	0.00%
550 Public service assistance, Other	1	0.54%	\$0	0.00%
551 Assist police or other governmental agency	12	6.48%	\$0	0.00%
553 Public service	1	0.54%	\$0	0.00%
554 Assist invalid	2	1.08%	\$0	0.00%
561 Unauthorized burning	2	1.08%	\$0	0.00%
	24	12.97%	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	4	2.16%	\$0	0.00%

Westfield Fire Department

Kristen Custom Report

Alarm Date Between {03/01/2015} And {03/31/2015}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
6 Good Intent Call				
611 Dispatched & cancelled en route	20	10.81%	\$0	0.00%
651 Smoke scare, odor of smoke	1	0.54%	\$0	0.00%
	25	13.51%	\$0	0.00%
7 False Alarm & False Call				
700 False alarm or false call, Other	10	5.40%	\$0	0.00%
730 System malfunction, Other	2	1.08%	\$0	0.00%
733 Smoke detector activation due to	4	2.16%	\$0	0.00%
735 Alarm system sounded due to malfunction	1	0.54%	\$0	0.00%
736 CO detector activation due to malfunction	1	0.54%	\$0	0.00%
741 Sprinkler activation, no fire -	1	0.54%	\$0	0.00%
743 Smoke detector activation, no fire -	1	0.54%	\$0	0.00%
745 Alarm system activation, no fire -	4	2.16%	\$0	0.00%
746 Carbon monoxide detector activation, no CO	3	1.62%	\$0	0.00%
	27	14.59%	\$0	0.00%

Total Incident Count: 185

Total Est Loss:

\$11,010

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

March 2015

Table of Contents

	Page
1. Field Activity Performance Measures	
a) Events by Nature/Calls for Service	1
b) Calls by Day of Week	2
c) Calls by Hour of Day	3
d) Total Calls by Month Chart	4
e) UCR Offenses	5
f) Non-UCR Offenses	6
g) Arrests	7
h) Traffic Accidents	7
i) Traffic Stops Citations & Warnings	7
j) Traffic Stops by Day of Week	8
k) Traffic Stops by Hour of Day	9
l) Traffic Stops by Month Chart	10
2. Community Events	11
3. Training	12

WESTFIELD POLICE DEPARTMENT

March 2015

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

Abduction/ Kidnapping	0
Abuse/ Abandonment/Neglect	1
Admin- K-9 Detail	0
Admin- Log Information	0
Admin-Public Relations	1
Admin- Special Detail	0
Admin- Test Calls	0
Admin- Tow Release	0
Admin- Warning Correction	0
Alarm- Bank	2
Alarm- Business	58
Alarm- Residence	83
Animal- Complaints	14
Assault- Battery	0
Assault- Sexual	0
Assist- Fire Incident	3
Assist- Medical Incident	10
Assist- Other Agencies	28
Bomb Found/ Suspicious Pkg	0
Burglary/ Home Invasion	4
Damage/ Vandalism/ Mischief	7
Deceased- All Others	0
Disturbance- Fireworks Cmplt	0
Disturbance- Loud Party	2
Disturbance- Noise Complaint	11
Disturbance- Nuisance	0
Disturbance- Physical (fight)	0
Disturbance- Verbal	8
Domestic Disturbance	21
Drugs- Complaint	6
Fraud- Criminal Deception	0
Fraud- Forgery	24
Fraud- Prescription	0
Harassment/ Stalking/ Threat	19
Indecency / Lewdness	0
Intoxicated- Possible DUI	12
Mental/ Emotional	13
Miscellaneous	19

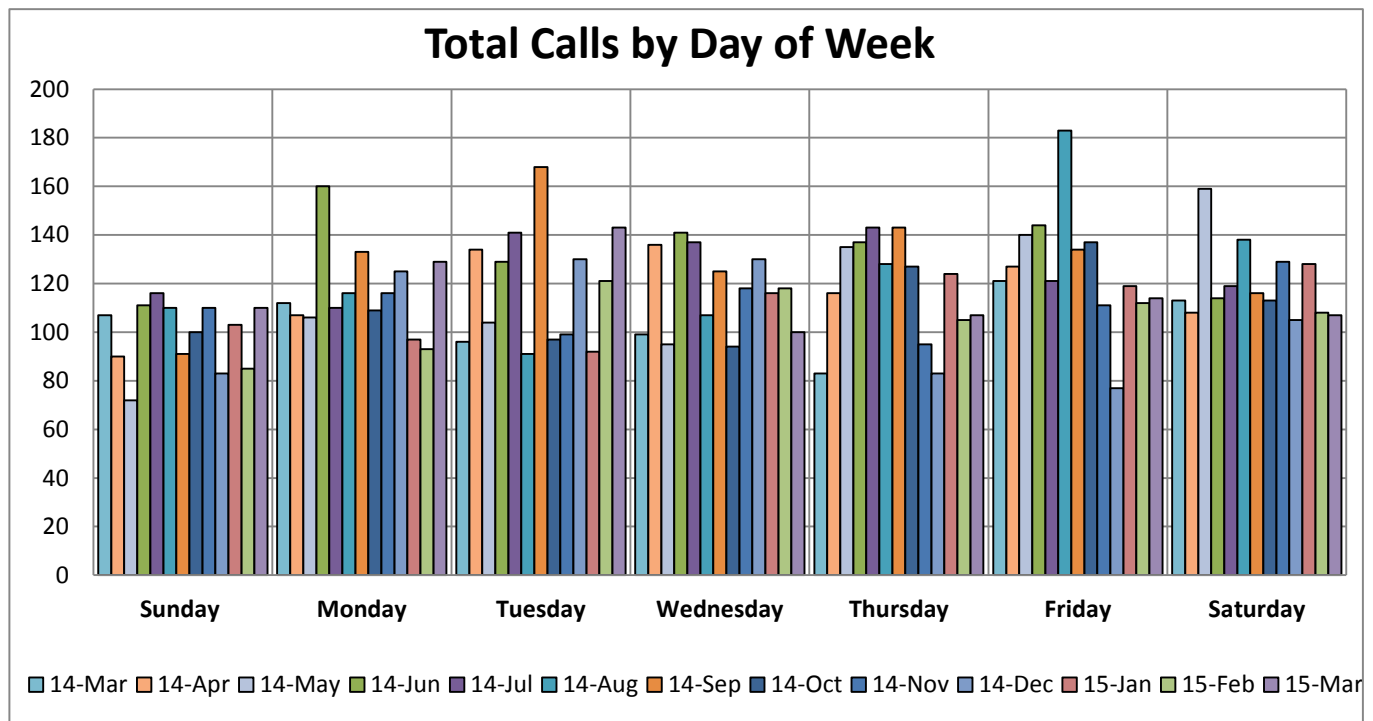
Person-Missing	5
Persons- Runaway	0
Robbery-Carjacking	0
Service Call- 9-1-1 Hang Up	7
Service Call- Damage to Property	8
Service Call- Found Property	14
Service Call- Keep the Peace	27
Service Call- Lost Property	2
Service Call- Notification	0
Service Call- Security Check	4
Service Call- Vehicle Lockout	68
Service Call- Vin Check	28
Service Call- Welfare Check	26
Suicidal- Attempted	2
Suicidal- Persons Threatening	1
Supplemental- Case Follow Up	40
Suspicious- Noises	4
Suspicious- Open Door/ Window	4
Suspicious- Person/Prowler	18
Suspicious- Solicitor	4
Suspicious- Vehicle	14
Theft- From a Vehicle	5
Theft- Of a Vehicle	1
Theft- Others	19
Theft- Shoplifting	5
Trespassing/ Unwanted Person	3
Trfc Complaint - Abandoned Veh	7
Trfc Complaint- Driving Issues	35
Trfc Complaint- Parking Issues	12
Trfc Hazard- Debris in Road	5
Trfc Hazard- Disabled Vehicle	27
Trfc Hazard- Trfc Signal Out	7
Trnsprtn Acdnt- MV Hit & Run	9
Trnsprtn Acdnt- MV Prop Damg	42
Trnsprtn Acdnt- MV Prsnl Inj	4
Wanted- Warrant Service	2
Weapons- Person Carrying	1
Weapons- Shot Fired	0

WESTFIELD POLICE DEPARTMENT

March 2015

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

DAY	14-Mar	14-Apr	14-May	14-Jun	14-Jul	14-Aug	14-Sep	14-Oct	14-Nov	14-Dec	15-Jan	15-Feb	15-Mar
Sunday	107	90	72	111	116	110	91	100	110	83	103	85	110
Monday	112	107	106	160	110	116	133	109	116	125	97	93	129
Tuesday	96	134	104	129	141	91	168	97	99	130	92	121	143
Wednesday	99	136	95	141	137	107	125	94	118	130	116	118	100
Thursday	83	116	135	137	143	128	143	127	95	83	124	105	107
Friday	121	127	140	144	121	183	134	137	111	77	119	112	114
Saturday	113	108	159	114	119	138	116	113	129	105	128	108	107
TOTAL	731	818	811	936	887	873	910	777	778	733	779	742	810



WESTFIELD POLICE DEPARTMENT

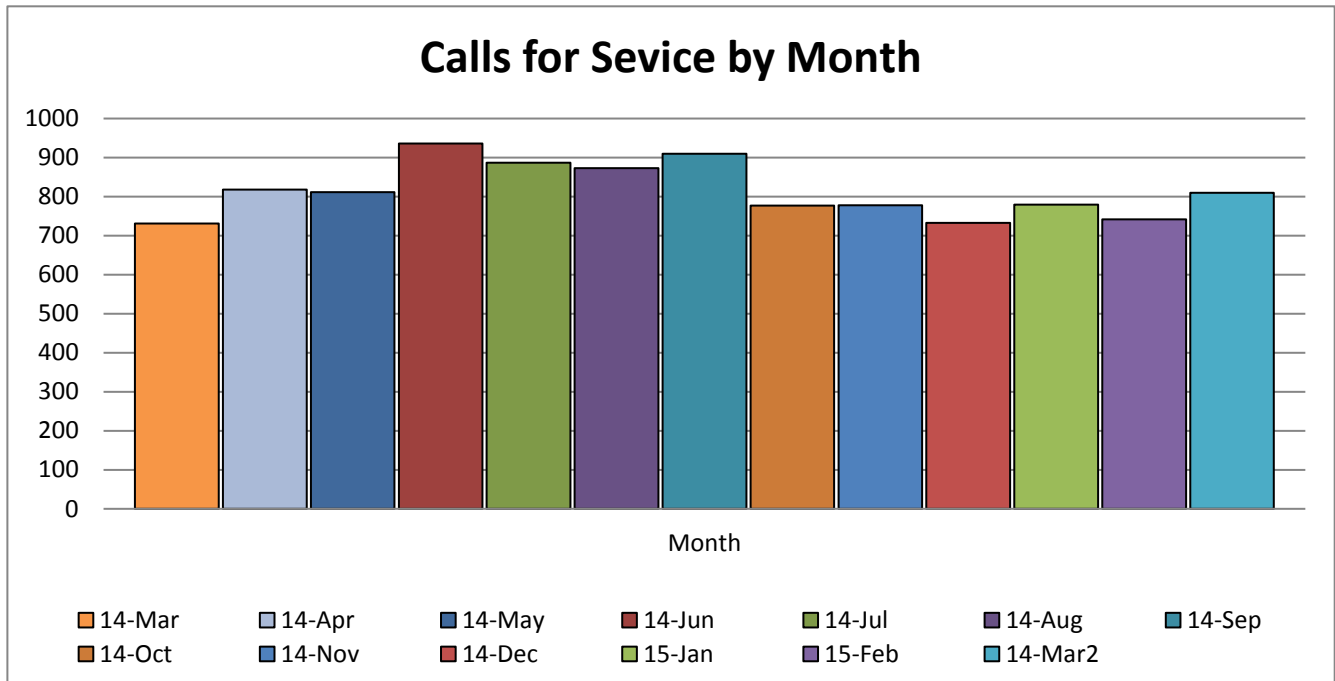
March 2015

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

HOURL	14-Mar	14-Apr	14-May	14-Jun	14-Jul	14-Aug	14-Sep	14-Oct	14-Nov	14-Dec	15-Jan	15-Feb	15-Mar
0	12	20	23	32	20	26	15	25	17	19	24	25	16
1	16	9	13	23	18	16	15	13	26	19	15	9	7
2	7	12	7	11	18	5	11	11	5	14	19	14	11
3	6	16	17	7	8	10	6	10	9	9	6	12	10
4	7	10	7	8	4	9	17	7	12	6	12	8	5
5	7	10	7	17	5	10	5	6	11	6	9	9	12
6	13	13	12	19	5	9	23	14	14	12	10	15	14
7	26	23	23	28	20	23	35	33	20	20	22	24	33
8	32	35	36	45	38	44	38	32	38	30	26	32	32
9	32	42	30	43	53	33	49	34	45	38	36	37	41
10	35	38	58	45	53	47	54	44	28	42	43	37	31
11	34	52	47	47	39	41	53	41	48	38	38	38	46
12	42	47	44	56	59	48	47	47	42	50	43	45	39
13	50	44	61	52	43	55	56	37	63	35	41	41	43
14	41	52	43	48	51	61	53	37	49	41	43	45	55
15	57	54	55	61	66	59	61	53	55	58	53	61	55
16	52	70	53	61	47	48	50	57	40	47	49	43	59
17	55	57	53	73	55	57	63	57	49	48	61	50	53
18	51	64	35	42	47	58	53	47	54	50	41	52	45
19	43	37	33	51	46	49	62	44	45	49	49	42	43
20	30	29	37	45	41	43	41	45	34	24	39	30	43
21	36	41	47	42	58	46	42	27	30	44	38	25	55
22	22	25	46	49	61	43	37	31	23	19	35	29	31
23	25	18	24	31	32	33	24	25	21	15	27	19	31
TOTAL	731	818	811	936	887	873	910	777	778	733	779	742	810

WESTFIELD POLICE DEPARTMENT

March 2015



WESTFIELD POLICE DEPARTMENT

March 2015

UCR OFFENSES

OFFENSE	14-Mar	14-Apr	14-May	14-Jun	14-Jul	14-Aug	14-Sep	14-Oct	14-Nov	14-Dec	15-Jan	15-Feb	15-Mar
Arson	0	0	0	1	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	1	0	0	0	0	0	2	0	0	1	0	0
Robbery	0	1	0	0	1	1	0	0	0	0	0	2	0
Battery - Aggravated	0	2	1	0	0	3	3	3	13	2	2	1	0
Battery - Simple	7	11	15	25	14	11	16	15	7	7	14	6	9
Burglary	1	2	2	3	1	4	5	3	2	1	2	0	2
Theft	27	31	29	33	34	47	30	34	29	33	34	27	25
Motor Vehicle Theft	1	1	0	0	1	3	1	0	2	0	1	1	0
TOTAL	36	49	47	62	51	69	55	57	53	43	54	37	36

WESTFIELD POLICE DEPARTMENT

March 2015

NON UCR OFFENSES

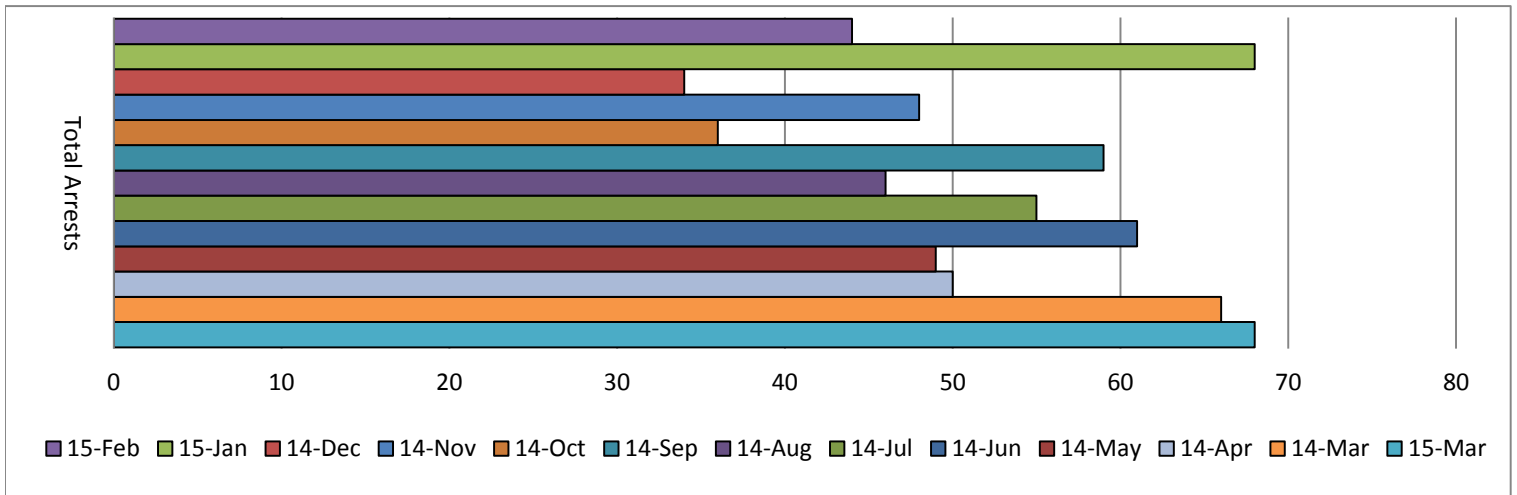
ALARMS	0
ANIMALS/ INCLUDING DOG BITES	0
ASSIST OTHER AGENCY	9
CHECK DECEPTION	0
CHILD ABUSE REPORTED	3
CHILD CUSTODY DISPUTE	2
CHILD NEGLECT REPORTED	2
CIVIL DISPUTE	10
CRIMINAL CONFINEMENT	0
CRIMINAL MISCHIEF/VANDALISM	7
CRIMINAL RECKLESSNESS	0
DAMAGED PROPERTY	8
DEATHS OTHER THAN HOMICIDE/SUICIDE	2
DISORDERLY CONDUCT	2
DISTURBANCE/ARGUMENTS/FIGHTS	9
DOMESTIC DISTURBANCE	10
DRIVING WHILE SUSPENDED	15
DRUG ABUSE VIOLATIONS	5
FALSE INFORMING OR REPORTING	1
FORGERY/COUNTERFEITING	1
FRAUD	24
HARASSMENT	10
INCORRIGIBILITY	5
INTERFERENCE WITH REPORTING A CRIME	0
INVASION OF PRIVACY	0
JUVENILE COMPLAINT	5

LEAVING THE SCENE/HIT AND RUN	6
LIQUOR LAW VIOLATIONS	4
LOSS OF PROPERTY	2
MENTAL PERSON/DEMENTED	2
MISSING PERSON/LOST	1
OPERATING WHILE INTOXICATED	5
OPERATOR NEVER LICENSED	13
POSSESSION OF MARIJUANA	7
PROPERTY FOUND	12
PUBLIC INTOXICATION	0
RECKLESS DRIVING	1
RESIDENTIAL ENTRY	1
RESISTING LAW ENFORCEMENT	3
RUNAWAY	3
SOLICITING	0
STALKING	0
SUICIDE/ATTEMPTS/THREATS OF	3
SUSPICIOUS INCIDENT/PERSON	10
THREATS/INTIMIDATION	4
TRAFFIC ACCIDENTS	5
TRAFFIC VIOLATIONS	35
TRESPASSING	1
UNLAWFUL ENTRY OF A VEHICLE	1
VIOLATION OF RESTRAINING ORDER	0
WEAPON VIOLATION	0
WELFARE CHECK	8

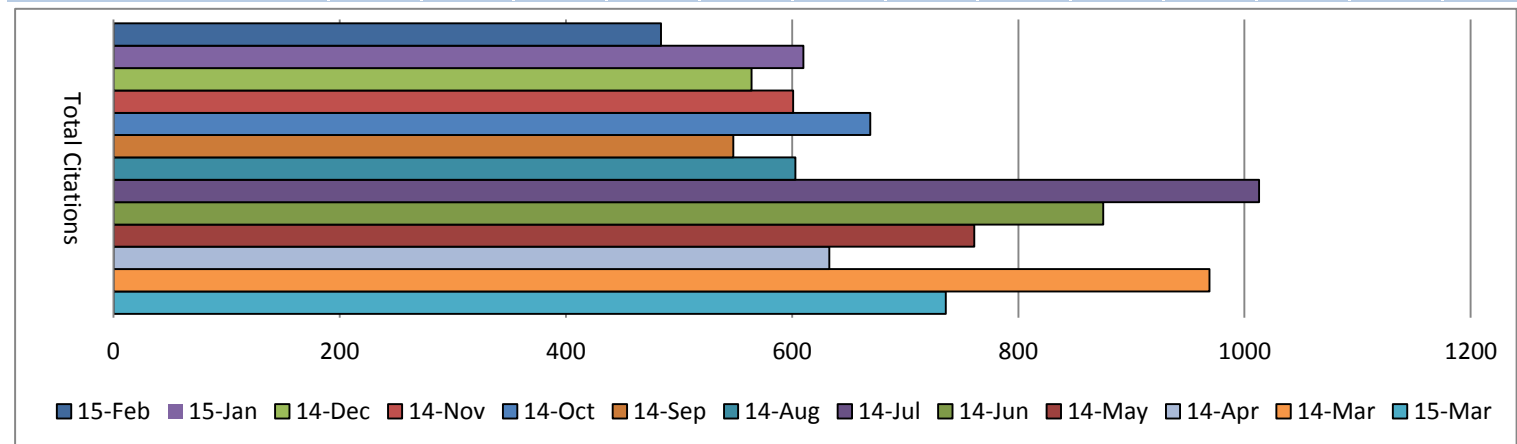
WESTFIELD POLICE DEPARTMENT

March 2015

Arrest Reports Taken	14-Mar	14-Apr	14-May	14-Jun	14-Jul	14-Aug	14-Sep	14-Oct	14-Nov	14-Dec	15-Jan	15-Feb	15-Mar
Alcohol/ Drug Related	27	21	14	15	17	18	24	7	17	11	23	14	31
Felony Charges	17	15	12	6	14	7	7	9	18	4	18	6	6
Misdemeanor Charges	78	65	57	70	72	63	85	35	52	42	79	46	80
Traffic Arrest Charges	51	40	29	52	41	47	52	18	33	33	57	25	35
Total Arrests	66	50	49	61	55	46	59	36	48	34	68	44	68



Traffic	14-Mar	14-Apr	14-May	14-Jun	14-Jul	14-Aug	14-Sep	14-Oct	14-Nov	14-Dec	15-Jan	15-Feb	15-Mar
Total Citations	969	633	761	875	1013	603	548	669	601	564	610	484	736
Total Written Warnings	1052	790	793	801	855	768	862	826	835	981	968	911	1061
Total Traffic Accidents	41	53	35	46	46	38	57	58	58	54	53	51	40
<i>Hit and Run</i>	0	9	4	5	1	3	6	4	9	5	6	1	5
<i>Personal Injury</i>	4	7	3	9	9	7	11	10	10	5	5	5	4
<i>*Fatality</i>	0	0	0	0	0	0	0	0	0	0	0	0	0
<i>Property Damage</i>	37	37	28	32	36	28	40	44	39	44	42	45	31

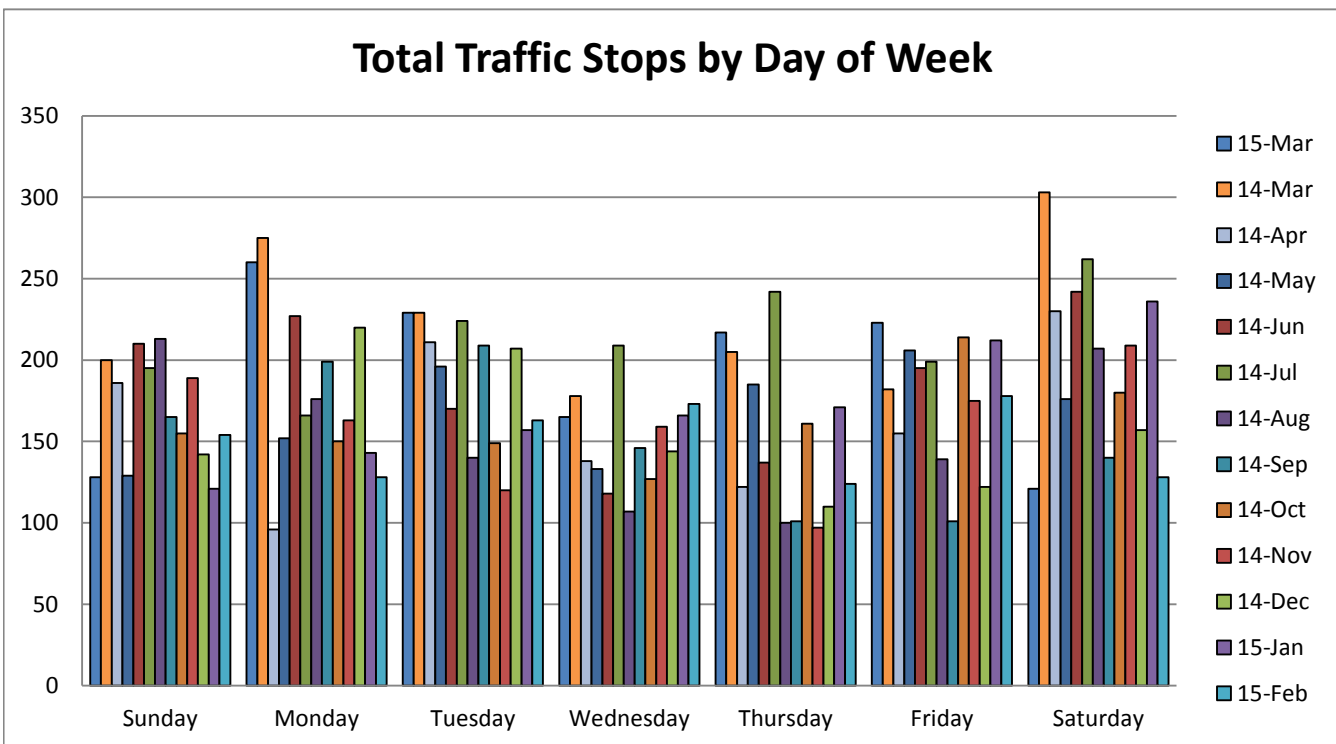


WESTFIELD POLICE DEPARTMENT

March 2015

Traffic Stops: SELF INITIATED by Day of Week

Day:	14-Mar	14-Apr	14-May	14-Jun	14-Jul	14-Aug	14-Sep	14-Oct	14-Nov	14-Dec	15-Jan	15-Feb	15-Mar
Sunday	200	186	129	210	195	213	165	155	189	142	121	154	128
Monday	275	96	152	227	166	176	199	150	163	220	143	128	260
Tuesday	229	211	196	170	224	140	209	149	120	207	157	163	229
Wednesday	178	138	133	118	209	107	146	127	159	144	166	173	165
Thursday	205	122	185	137	242	100	101	161	97	110	171	124	217
Friday	182	155	206	195	199	139	101	214	175	122	212	178	223
Saturday	303	230	176	242	262	207	140	180	209	157	236	128	121
TOTAL	1572	1138	1177	1299	1497	1082	1061	1136	1112	1102	1206	1048	1343



WESTFIELD POLICE DEPARTMENT

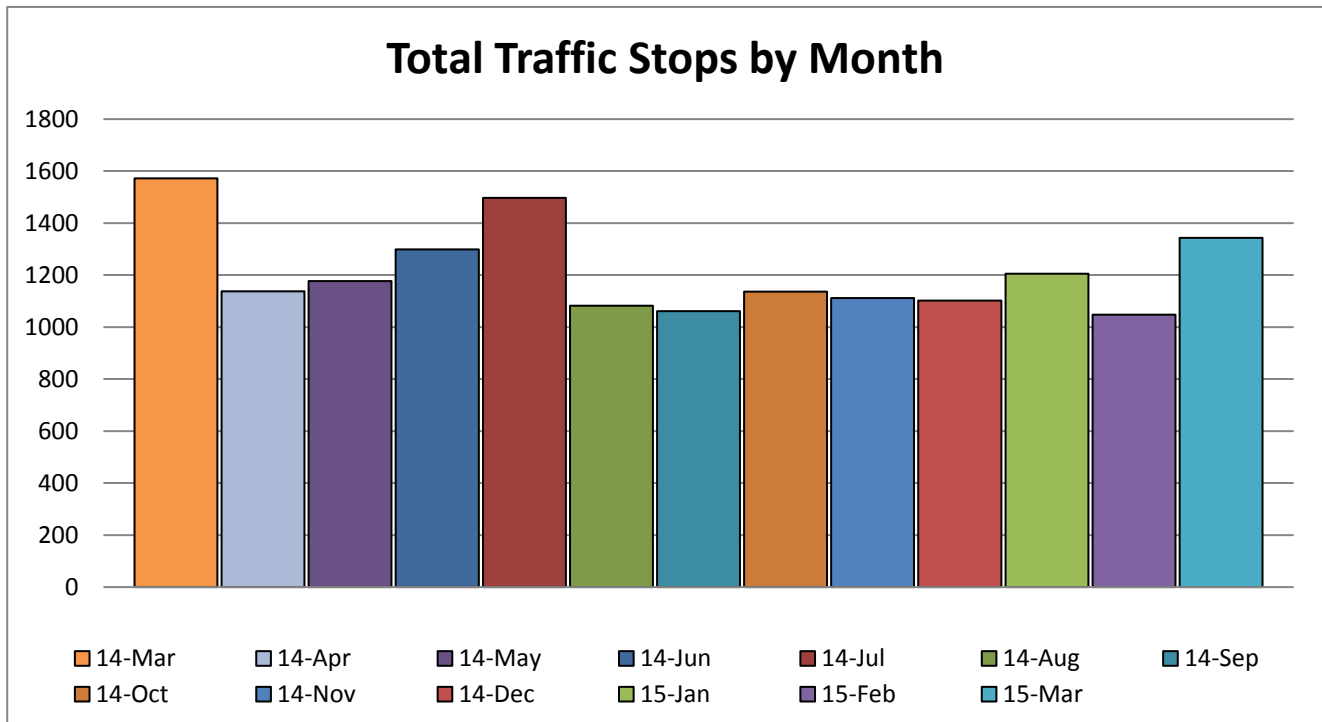
March 2015

Traffic Stops: SELF INITIATED by Hour of Day

Hour:	14-Mar	14-Apr	14-May	14-Jun	14-Jul	14-Aug	14-Sep	14-Oct	14-Nov	14-Dec	15-Jan	15-Feb	15-Mar
0	63	38	46	56	49	59	36	37	44	40	35	38	29
1	48	43	33	47	47	38	26	21	48	28	26	19	25
2	18	16	10	22	16	18	12	5	10	22	9	18	24
3	8	4	17	9	15	19	11	4	11	16	11	12	9
4	21	15	14	10	11	14	11	10	13	5	9	6	8
5	21	8	22	13	11	19	24	9	18	14	12	10	24
6	16	13	18	18	22	19	30	10	16	7	20	10	10
7	92	84	78	77	110	84	98	79	60	34	62	71	86
8	82	65	65	106	114	68	87	94	83	81	93	78	100
9	110	82	99	98	123	88	77	102	124	119	95	83	105
10	111	72	92	92	128	75	74	107	111	105	101	81	113
11	39	43	42	56	73	40	36	56	57	47	44	37	71
12	83	45	65	71	68	32	55	45	55	55	61	42	69
13	119	71	69	77	113	72	68	91	75	82	76	73	104
14	79	80	68	78	95	66	47	66	71	74	74	69	80
15	92	54	55	79	102	47	36	69	48	49	71	33	67
16	75	29	44	55	54	39	38	60	25	25	56	41	34
17	59	35	31	23	44	31	35	29	26	30	32	42	33
18	44	25	37	25	22	15	25	33	20	22	47	50	47
19	120	93	97	77	102	80	95	81	59	70	60	33	73
20	54	56	48	48	43	40	45	34	41	51	61	46	48
21	58	37	31	45	36	30	18	31	20	44	42	47	74
22	76	72	44	49	50	37	31	32	40	45	55	57	60
23	84	58	52	68	49	52	46	31	37	37	54	52	50
TOTAL	1572	1138	1177	1299	1497	1082	1061	1136	1112	1102	1206	1048	1343

WESTFIELD POLICE DEPARTMENT

March 2015



**Westfield Police Department
Community Events
March 2015**

3/2/15 Daisy Troop police department tour, safety talk, see a police car and meet a K9 – Officer Swiatkowski

3/5/15 Centennial HOA – Chief Rush and Assistant Chief Jordan

3/21/15 Underground Railroad health and Safety Fair – Officer Daniels and Deb Clement

3/25/15 Relay for Life Volleyball Team – Capt. Hollowell, Lt. Lilly, Officers Grimes, Rebollar, Harrell, Abney and Tribbett

**Westfield Police Department
Monthly Training Summary
March 2015**

3/5/15 monthly K9

3/8-13/15 2015 National Interdiction Conference – Officers Wheeler and Grimes

3/9-12/15 Department Firearms

3/16-20/15 ESU

3/18/15 Bicycle/Pedestrian Crash Forensics – Officers Mitchell and Hopkins

3/30-4/3/15 Death and Homicide – Detective Newlin-Haus

3/30-4/1/15 Leadership Skills for Challenging Times – Officer Swiatkowski

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY March 25, 2015

The Westfield Board of Public Works and Safety met on March 25, 2015 at the Westfield Public Works Conference Room. Present were, Kate Snedeker, Mayor Cook, Randy Graham, Records Manager Kim Strang and Nikki Finelli, legal counsel. Randy Graham called the meeting to order at 12:58 P.M.

AGENDA ITEMS

Meeting Minutes Consideration for Approval:

Kate Snedeker made the motion to approve the February 25, 2015 meeting minutes as presented and this was seconded by Mayor Cook. Vote: Yes-3; No-0. Motion carried.

Bid Approval:

Action Item #2: Monon Trail, Phase 4

Jeremy Lollar presented asking to award HIS Constructors Inc. the project extending the Monon Trail over the Anna Kendall Legal Drain utilizing a bridge connection just south of 32 and Wheeler Road.

Kate Snedeker made the motion to award the bid to HIS Constructors, Inc. Mayor Cook seconded. Vote: Yes-3; No-0. Motion carried.

Construction Standards & Specifications Changes:

Action Item #3: Revision to Public Works Snow Removal Policy

Jeremy Lollar presented going over some of the verbiage changes to the policy. (Section 4)

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

Change Orders:

None

Contracts/Leases

Action Item # 4: Oak Ridge and Greyhound Pass Intersection Improvement Preliminary Engineering and Right of Way Engineering Contract. Unexecuted LPA Consultant Contract for PE and RW Services 1401708

Phil Sundling presented going over the contract details and what it covers. (preliminary study, design, ROA, etc.) Contract not to exceed \$504,842.00. The state will then cover 2.2 million of the construction cost.

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

Action Item #5 186th and Spring Mill Roundabout- Preliminary Engineering and Right of way Engineering Contract. Unexecuted LPA Consultant Contract for PE and RW Services 1401707

Phil Sundling presented the Contract which improves the Intersection at 186th Street and Springmill Road. Contract not to exceed \$457,090.00.

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

Action Item #6 Monon Trail Phase 6-Construction Engineering Services (Inspection) Contract. Unexecuted LPA Consultant Contract for CE Services 1173079

Phil Sundling presented going over the Contract with DLZ to provide their services on the construction of Phase 6 of the Monon (181st Street to Monon Trail Elementary.) Contract not to exceed \$126,500.00.

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

Agreements and/or Memorandum of Understanding (MOU):

Action Item #7 Sundown Gardens Development Agreement

Jeremy Lollar, Phil Sundling, and Jeffery Lauer gave an overview of the Agreement between the City and Integrity Investment Partners, LLC. Parties will share the cost associated with development of 186th St. and Springmill Road.

Consent Agenda

Chatham Hills Sec.1 Secondary Plat

Performance Bond Acceptance

-Bridgewater M-1 (1401078-Pb) Letter of Credit # T.B.D. - \$554,400.00

Maintenance Bond Acceptance

-The Bridgewater Marketplace 3- Letter of Credit # 18120193-00-00- \$17,800.00

- The Bridgewater Center- Letter of Credit#18120190-00-000-\$9.300.00

Performance Bond Release

-The Bridgewater Marketplace 3- Letter of Credit #18120193-00-00-\$35.000.00

- The Bridgewater Center- Letter of Credit #18120190-00-000-\$462,000.00

Jeremy Lollar reviewed the above items.

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

Department Reports

- **Fire** –Joe Lyons
- **Police**- Joel Rush
- **Public Works**- Jeremy Lollar

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

With no further business the meeting was adjourned at 1:45 P.M.

Deputy Clerk-Treasurer

Board of Public Works and Safety



Mayor
Andy Cook

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

Clerk Treasurer
Cindy J. Gossard

**Economic and
Community Development**

(317) 804-3170 office
(317) 804-3181 fax

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

April 29, 2015

TO: Board of Public Works and Safety

FROM: Jeffrey M. Lauer, Associate Planner
Department of Economic and Community Development

RE: The Moorings at Bridgewater Secondary Plat

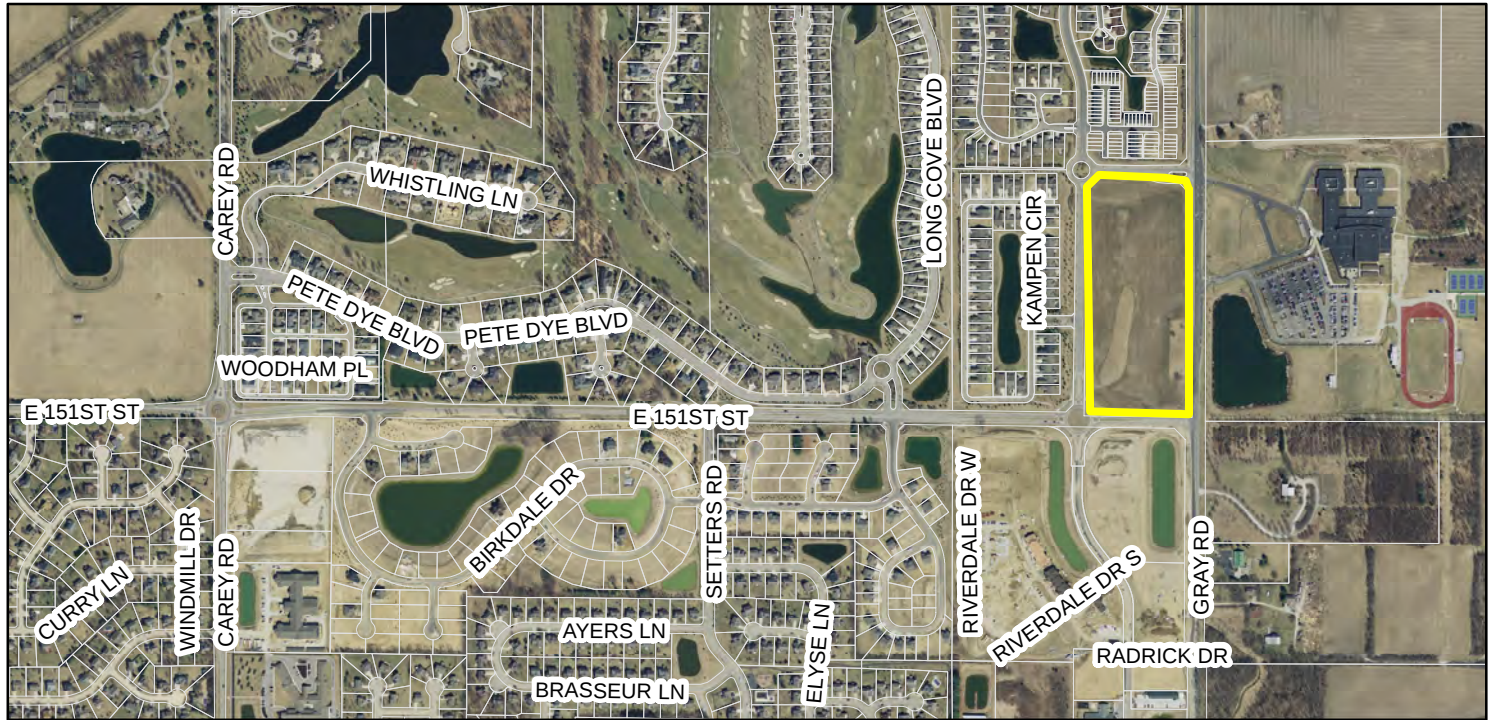
Attached is a copy of a secondary plat for The Moorings at Bridgewater, which consists of thirty-five (35) single-family lots, located on the northwest corner of 151st Street and Gray Road (please see attached location exhibit).

The Plan Commission approved the Primary Plat and Development Plan on July 7, 2014. The attached Secondary Plat was reviewed by the Technical Advisory Committee at its December 16, 2014, meeting and is now being presented to you for your acceptance of the public rights-of-way and signatures prior to being recorded.

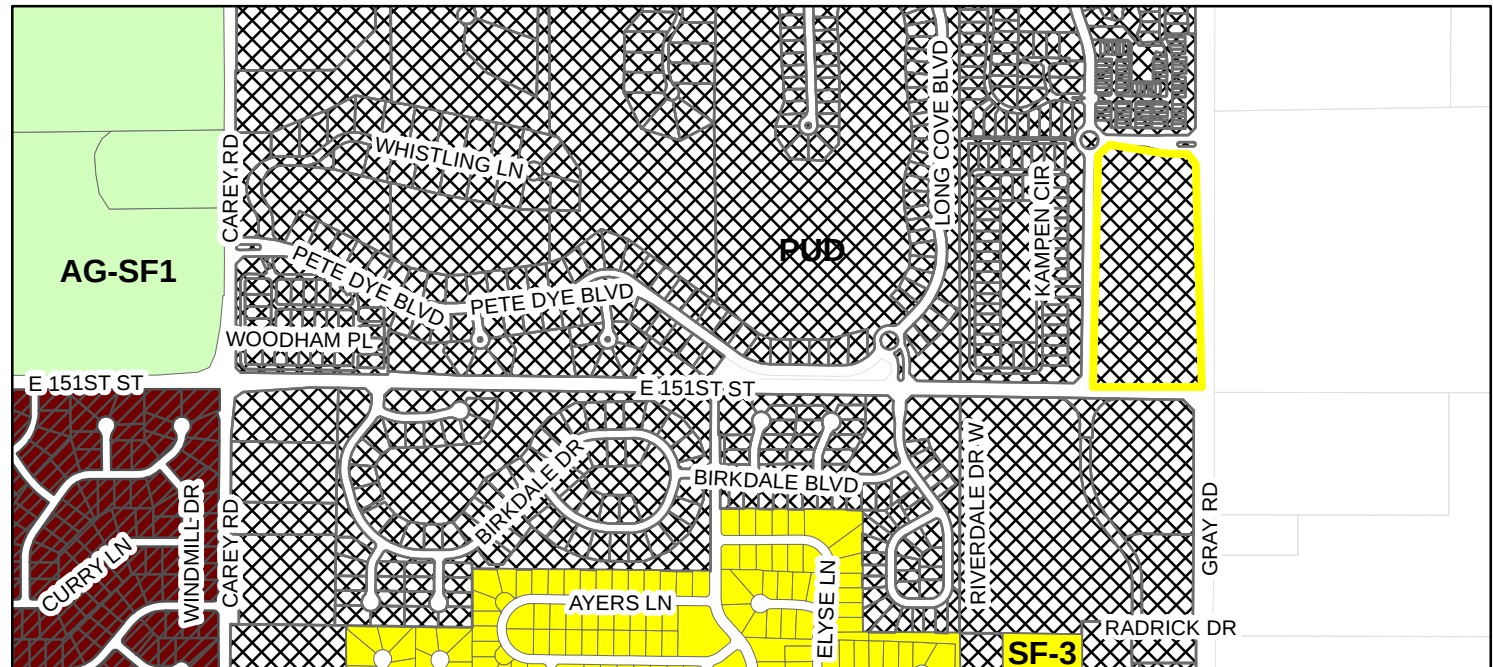
Attachments: Secondary Plat
Location Exhibit

Aerial Location Map

Site



Zoning Map



Zoning

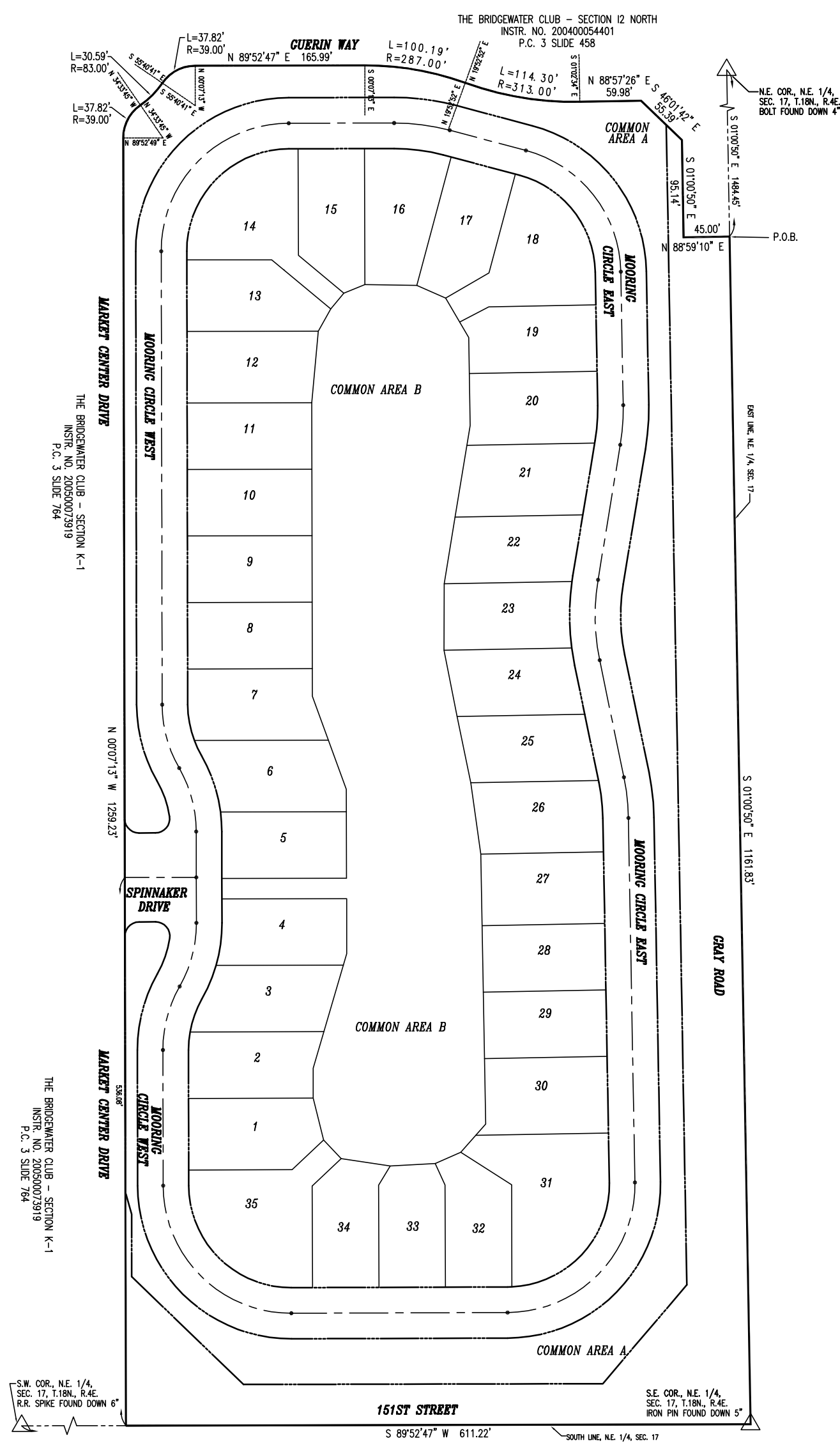
AG-SF1 (Agriculture - Single Family - 1)

PUD (Planned Unit Development)

SB-PD (Special Business - Planned Development)

SF-3 (Single Family - 3)

SECONDARY PLAT
THE MOORINGS AT BRIDGEWATER



LEGEND

- L.D. & U.E. = LANDSCAPING, DRAINAGE & UTILITY EASEMENT
- S.D. & U.E. = SEWER, DRAINAGE & UTILITY EASEMENT
- D. & U.E. = DRAINAGE & UTILITY EASEMENT
- R.D.E. = REGULATED DRAIN EASEMENT
- S.S.E. = SANITARY SEWER EASEMENT
- W.E. = WATER EASEMENT
- B.S.L. = BUILDING SETBACK LINE
- IRR. = IRREGULAR
- R = RADIUS
- L = LENGTH
- AC.± = ACRES MORE OR LESS
- S.F. = SQUARE FEET
- R/W = RIGHT OF WAY
- [15150] = TYPICAL STREET ADDRESS

NOTES ON MONUMENTS AND MARKERS:

- Denotes a 5/8" Dia. rebar with an aluminum cap having a cut "x" in the top, to be set flush with the finished street surface. Cap stamped "CRIPE FIRM NO. 0055" unless otherwise noted.
- A 5/8" Dia. rebar w/yellow plastic cap stamped "CRIPE FIRM NO. 0055" to be set at all property corners unless otherwise noted.

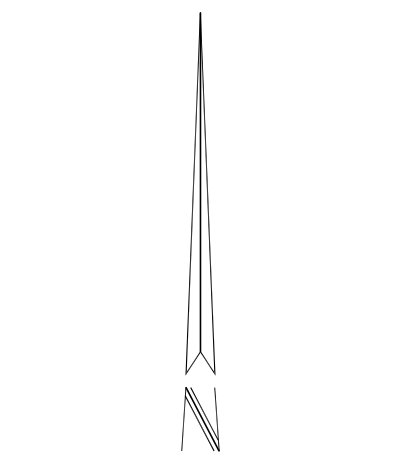
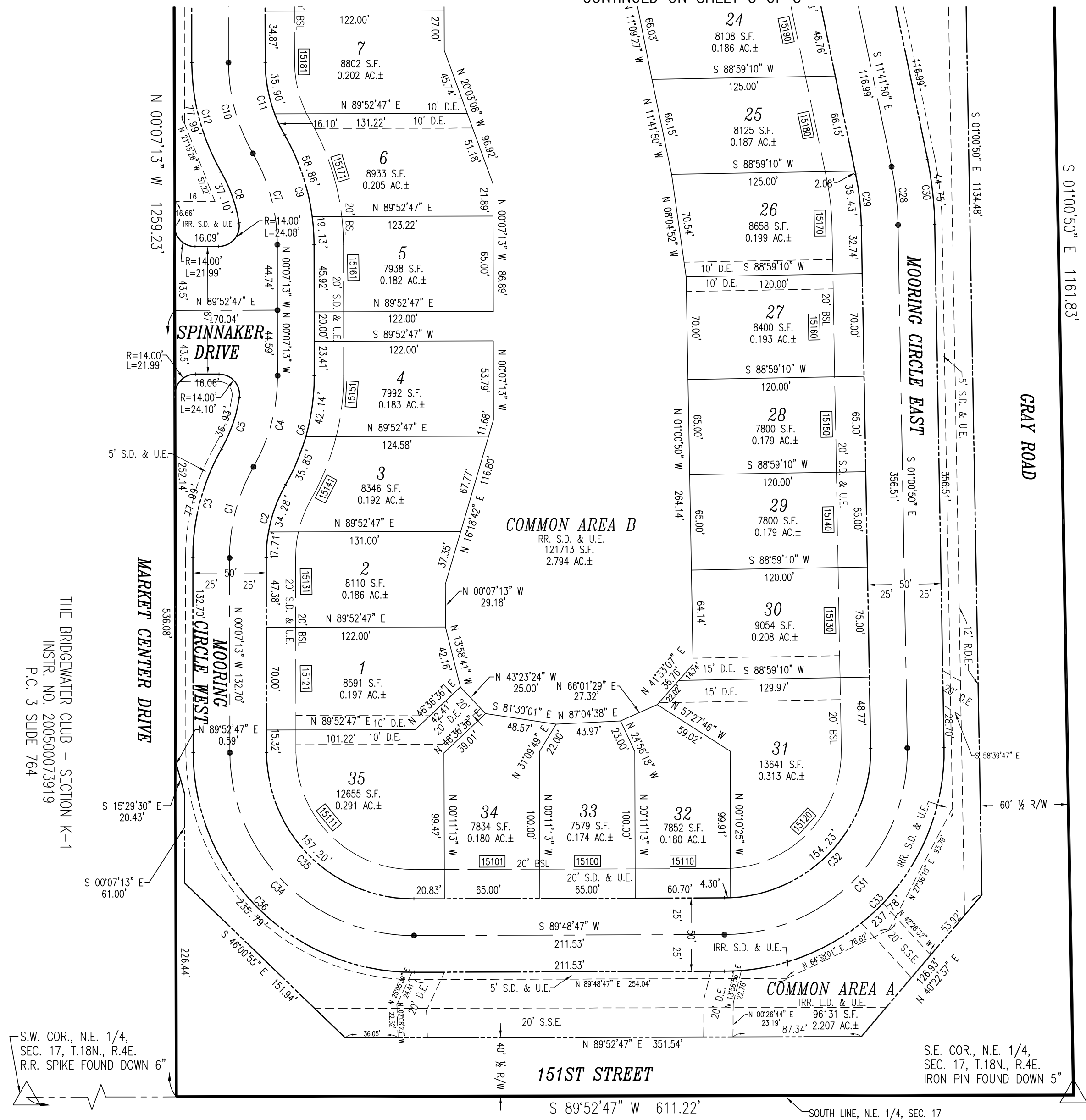
NO SCALE

SOURCE OF TITLE FOR THROGMARTIN-HENKE DEVELOPMENT, LLP: INST #2015017549

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	125.00'	64.99'	64.26'	S 14°46'31" W	29°47'28"
C2	100.00'	52.00'	51.41'	S 14°46'31" W	29°47'28"
C3	150.00'	77.99'	77.12'	S 14°46'31" W	29°47'28"
C4	125.00'	64.99'	64.26'	N 14°46'31" E	29°47'28"
C5	100.00'	36.93'	36.72'	N 19°05'30" E	21°09'30"
C6	150.00'	77.99'	77.12'	N 14°46'31" E	29°47'28"
C7	125.00'	64.99'	64.26'	N 15°00'57" W	29°47'28"
C8	100.00'	37.10'	36.89'	N 19°16'57" W	21°15'28"
C9	150.00'	77.99'	77.12'	N 15°00'57" W	29°47'28"
C10	125.00'	64.99'	64.26'	S 15°00'57" E	29°47'28"
C11	100.00'	52.00'	51.41'	S 15°00'57" E	29°47'28"
C12	150.00'	77.99'	77.12'	S 15°00'57" E	29°47'28"
C13	125.00'	196.35'	176.78'	S 44°52'47" W	90°00'00"
C14	100.00'	157.08'	141.42'	S 44°52'47" W	90°00'00"
C15	150.00'	235.62'	212.13'	S 44°52'47" W	90°00'00"
C16	210.00'	55.04'	54.89'	N 82°36'41" W	15°01'04"
C17	185.00'	48.49'	48.35'	N 82°36'41" W	15°01'04"
C18	235.00'	61.60'	61.42'	N 82°36'41" W	15°01'04"
C19	125.00'	161.64'	150.61'	N 38°03'30" W	74°05'19"
C20	100.00'	129.31'	120.49'	N 38°03'30" W	74°05'19"
C21	150.00'	193.96'	180.73'	N 38°03'30" W	74°05'19"
C22	215.00'	38.95'	38.90'	N 04°10'36" E	10°22'52"
C23	190.00'	34.42'	34.38'	N 04°10'36" E	10°22'52"
C24	240.00'	43.48'	43.42'	N 04°10'36" E	10°22'52"
C25	215.00'	79.04'	78.60'	S 01°09'54" E	21°03'51"
C26	190.00'	69.85'	69.46'	S 01°09'54" E	21°03'51"
C27	240.00'	88.23'	87.74'	S 01°09'54" E	21°03'51"
C28	215.00'	40.09'	40.03'	N 06°21'20" W	10°41'00"
C29	190.00'	35.43'	35.38'	N 06°21'20" W	10°41'00"
C30	240.00'	44.75'	44.69'	N 06°21'20" W	10°41'00"
C31	125.00'	198.15'	178.05'	N 44°23'59" E	90°49'37"
C32	100.00'	158.52'	142.44'	N 44°23'59" E	90°49'37"
C33	150.00'	237.78'	213.66'	N 44°23'59" E	90°49'37"
C34	125.00'	196.50'	176.88'	S 45°09'13" E	90°04'00"
C35	100.00'	157.20'	141.50'	S 45°09'13" E	90°04'00"
C36	150.00'	235.79'	212.26'	S 45°09'13" E	90°04'00"

SECONDARY PLAT
THE MOORINGS AT BRIDGEWATER

CONTINUED ON SHEET 3 OF 5



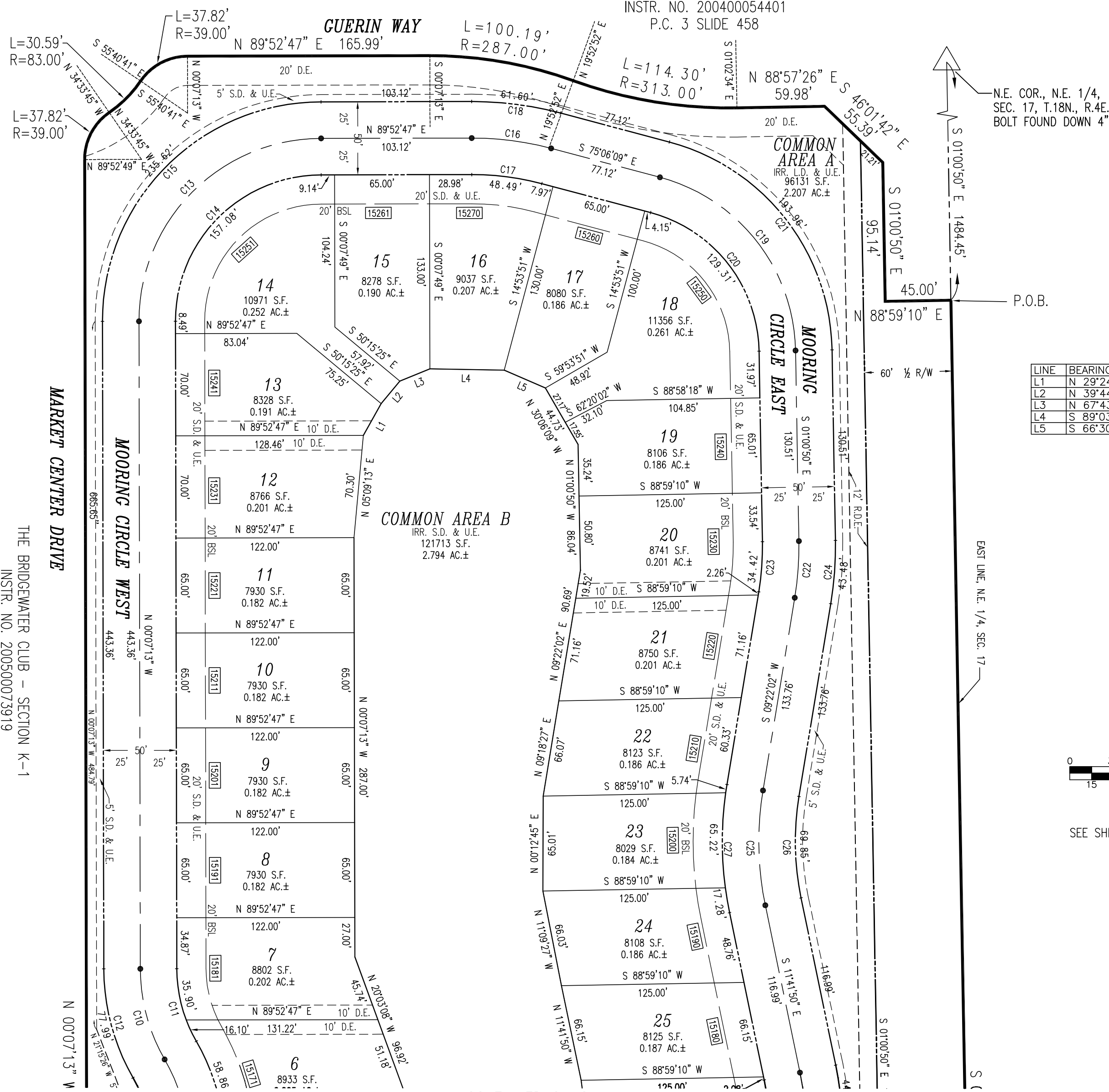
SCALE: 1"=60'
SEE SHEET 1 OF 5 FOR LEGEND

LINE	BEARING	DISTANCE
L6	N 89°54'43" E	27.63'

SHEET 2 OF 5

SECONDARY PLAT
THE MOORINGS AT BRIDGEWATER

THE BRIDGEWATER CLUB – SECTION 12 NORTH
INSTR. NO. 200400054401
P.C. 3 SLIDE 458



CONTINUED ON SHEET 2 OF 5

SHEET 3 OF 5

I, the undersigned, hereby certify to the best of my professional knowledge, information and belief, the within plat accurately represents a survey performed under my supervision of the following described real estate: Part of the Northeast Quarter of Section 17, Township 18 North, Range 4 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section 17; thence South 01 degrees 00 minutes 50 seconds East along the East line of said Northeast Quarter 1484.45 feet to the South boundary of The Bridgewater Club – Section 12 North, per secondary Plat thereof, recorded as Instrument Number 200400054401 in Plat Cabinet 3 Slide 458 in the Office of the Recorder of Hamilton County and the POINT OF BEGINNING; thence continuing South 01 degrees 00 minutes 50 seconds East along said East line 1161.83 feet to the Southeast corner of the Northeast Quarter of said Section 17; thence South 89 degrees 52 minutes 47 seconds West along the South line of said Northeast Quarter 611.22 feet; to the East right of way of Market Center Drive in The Bridgewater Club – Section K-1, per Secondary Plat thereof, recorded as Instrument Number 200500073919 in Plat Cabinet 3 Slide 764 in said Recorder's Office (the following two courses are along said East right of way); (1) thence North 00 degrees 07 minutes 13 seconds West 1259.23 feet to a tangent curve to the right having a radius of 39.00 feet, the radius point of which bears North 89 degrees 52 minutes 49 seconds East; (2) thence Northeasterly along said curve 37.82 feet to a point of reverse curve having a radius of 83.00 feet, the radius point of which bears North 34 degrees 33 minutes 45 seconds West (the following eight courses are along the South boundary of said The Bridgewater Club – Section 12 North); (1) thence Northeasterly along said curve 30.59 feet to a point of reverse curve having a radius of 39.00 feet, the radius point of which bears South 55 degrees 40 minutes 41 seconds East; (2) thence Northeasterly along said curve 37.82 feet to a point which bears North 00 degrees 07 minutes 13 seconds West from said radius point; (3) thence North 89 degrees 52 minutes 47 seconds East 165.99 feet to a tangent curve to the right having a radius of 287.00 feet, the radius point of which bears South 00 degrees 07 minutes 13 seconds East; (4) thence Southeasterly along said curve 100.19 feet to a point of reverse curve having a radius of 313.00 feet, the radius point of which bears North 19 degrees 52 minutes 52 seconds East; (5) thence Easterly along said curve 114.30 feet to a point which bears South 01 degrees 02 minutes 34 seconds East from said radius point; (6) thence North 88 degrees 57 minutes 26 seconds East 59.98 feet; (7) thence South 46 degrees 01 minutes 42 seconds East 55.39 feet; (8) thence South 01 degrees 00 minutes 50 seconds East 95.14 feet; thence North 88 degrees 59 minutes 10 seconds East 45.00 feet to the Point of Beginning, containing 17.944 acres, more or less.

Subject to all legal easements and rights-of-way.

This subdivision consists of 35 lots numbered 1 thru 35 inclusive, and two common areas lettered A through B inclusive, streets, and easements as shown herein. The size of the common areas, and the width of the streets is in figures denoting feet and decimal parts thereof.

This plat is based upon a survey of the within described real estate, performed under my supervision during April, 2002 and recorded on January 15, 2003 as Instrument #200300005870 in the Office of the Recorder of Hamilton County, Indiana. There has been no change from the matters of survey revealed by said previous survey, or any prior subdivision plats contained therein, on any lines that are common with the within plat.

Also, I Paul E. Klodzen, P.S., hereby certify that I am a Registered Land Surveyor, licensed in compliance with the laws of the State of Indiana:

That this plat correctly represents a survey completed by me on April 23, 2015, that all the monuments shown thereon actually exist or bond has been posted to cover the later installation of these monuments, and that all other requirements specified herein, done by me, have been met.

Witness my signature this 23rd day of April, 2015.


Paul E. Klodzen, P.S. #20400015



3939 Priority Way South Drive, Suite 200
Indianapolis, Indiana 46240
(317) 844-6777
E-Mail cripe@cripe.biz

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law."

Name Paul E. Klodzen

DEED OF DEDICATION

We the undersigned, Throgmartin-Henke Development, LLP, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted and subdivided, and do hereby lay off, plat and subdivide, said real estate in accordance with the within plat.

This subdivision shall be known and designated as THE MOORINGS AT BRIDGEWATER, an addition to the City of Westfield, Hamilton County, Indiana. All rights-of-way shown and not heretofore dedicated are hereby dedicated to the public.

Front yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

There are strips of ground shown on this plat and marked "easement", reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities.

All lots, common areas and real estate located and described in the foregoing plat are hereby (i) annexed into and made subject to the Master Declaration and General Protective Covenants, Conditions and Restrictions for The Bridgewater Club recorded with the Recorder of Hamilton County, Indiana, on the 15th day of January 2003 as Instrument No. 200300005871 and all amendments thereto subsequently recorded with the Recorder of Hamilton County, Indiana (collectively the "Master Declaration") and (ii) annexed into and made part of the "Property" as defined in the Master Declaration.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

THROGMARTIN-HENKE DEVELOPMENT, LLP

By: Hinkle Creek Farms, LLC and Hinkle Creek Farms II, LLC,
the two Partners of Throgmartin-Henke Development, LLP

By: Throgmartin-Henke Land Partners, LLC, as Sole Member
of Hinkle Creek Farms, LLC and Hinkle Creek Farms II, LLC

By: David R. Mennel
David R. Mennel, Manager

DEVELOPER:

Throgmartin-Henke Development, LLP
3535 East 161st Street
Carmel, IN 46033

STATE OF INDIANA)
COUNTY OF HAMILTON) SS:

Before me a Notary Public in and for said County and State, personally appeared David R. Mennel, a manager of Throgmartin-Henke Land Partners, LLC, the sole member of Hinkle Creek Farms, LLC and Hinkle Creek Farms II, LLC, the two partners of Throgmartin-Henke Development, LLP and acknowledged the execution of the foregoing plat for an on behalf of said entity.

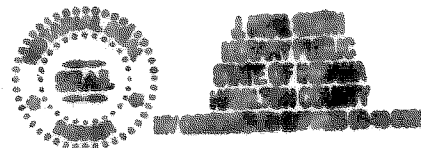
WITNESS my hand and Notarial Seal this 23 day of April, 2015.

My Commission Expires: 6-18-2020

Residing in HAMILTON County

Notary Public

J. NEAL SMITH
Printed Name



BOARD OF PUBLIC WORKS AND SAFETY CERTIFICATE

This plat and the acceptance of any public rights-of-way dedicated herein was given approval by the Board of Public Works and Safety of the City of Westfield, Indiana, at a meeting held on the ____ day of _____.

J. Andrew Cook, Mayor

Randell Graham, Member

Kate Snedeker, Member

PLAN COMMISSION CERTIFICATE

UNDER AUTHORITY PROVIDED BY I.C. 36-7, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THERETO, AND AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF WESTFIELD, HAMILTON COUNTY, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE WESTFIELD-WASHINGTON TOWNSHIP ADVISORY PLAN COMMISSION, AS FOLLOWS:

APPROVED BY THE DIRECTOR OF THE ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY OF WESTFIELD, HAMILTON COUNTY, INDIANA, PURSUANT TO THE WESTFIELD-WASHINGTON TOWNSHIP UNIFIED DEVELOPMENT ORDINANCE, ON THE ____ DAY OF _____.

WESTFIELD-WASHINGTON TOWNSHIP PLAN COMMISSION

BY: _____
MATTHEW S. SKELTON, DIRECTOR
ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT



Mayor
Andy Cook

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

Clerk Treasurer
Cindy J. Gossard

April 29, 2015

TO: Board of Public Works and Safety

FROM: Jeffrey M. Lauer, Associate Planner
Department of Economic and Community Development

RE: Garden Market Secondary Plat

Attached is a copy of a secondary plat for Garden Market, which consists of one (1) commercial lot and one (1) block to be set aside for future development, located on the southwest corner of 186st Street and Springmill Road (please see attached location exhibit).

The Plan Commission approved the Primary Plat and Development Plan on January 20, 2015. The Plan Commission also approved the Site Plan for Lot 1 on January 20, 2015. The attached Secondary Plat was reviewed by the Technical Advisory Committee at its December 16, 2014, meeting and is now being presented to you for your acceptance of the public rights-of-way and signatures prior to being recorded.

Attachments: Secondary Plat
Location Exhibit

**Economic and
Community Development**

(317) 804-3170 office
(317) 804-3181 fax

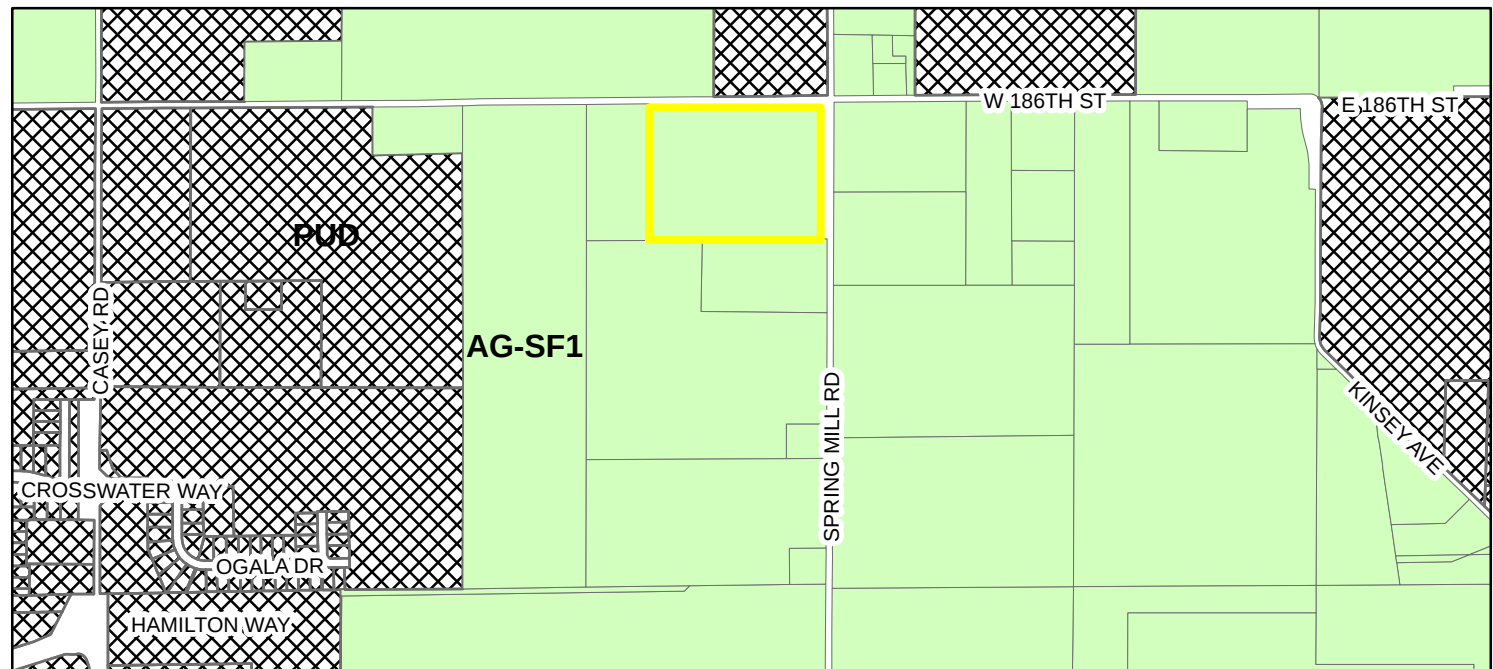
2728 East 171st Street
Westfield, IN 46074
westfield.in.gov

Aerial Location Map

 Site



Zoning Map



Zoning  AG-SF1 (Agriculture - Single Family - 1)  PUD (Planned Unit Development)

SUBORDINATION AGREEMENT

Project No: 1173079

Des.No: 1173079

Facility No: Monon Trail (181st-191st)

INDOT Contract No: R-34147

County: Hamilton

This AGREEMENT, made and entered into this ___ day of _____, 2014 by and between

AT&T CORP

3450 Riverwood Parkway, SE - Room 162 Atlanta, GA 30339

(hereinafter referred to as the "Utility"), and the City of Westfield, (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the City, desires to improve and/or maintain the condition of the above referenced route and has determined to perform the construction designated by the above project number (hereinafter referred to as the "Project");

WHEREAS, the City desires to acquire the real estate interest described in attached Exhibit "A" (hereinafter referred to as the "real estate interest"), incorporated by reference, for transportation purposes in connection with the project, and;

WHEREAS, the Utility has certain property rights in the real estate, and;

WHEREAS, the Utility has performed certain alterations, modifications, and/or relocations of its existing facilities within, or adjacent to, the real estate interest in order to accommodate the City's project.

Now, Therefore, for and in Consideration of the Mutual Covenants herein recited, the Utility and the City do herein agree as Follows:

Section I

The City hereby acknowledges all rights, powers and privileges presently held by the Utility in the real estate interest including the Utility's right to construct, maintain, or operate additional facilities in, along, above, under, or adjacent to the real estate interest to be acquired by the City.

Section II

The Utility agrees that its rights connected with the real estate interest shall be subordinate to the rights to be held by the City to the extent that the Utility's exercise of its rights interferes with the City's construction, maintenance, improvement and/or operation for transportation purposes.

Section III

In the event the City abandons or otherwise disposes of its interest in the real estate because it is no longer necessary for transportation or recreational purposes this subordination agreement shall be null and void.

Section IV

The exercise of the Utility's rights, powers, and privileges in connection with the real estate interest shall be subject to the State of Indiana's and the City's statutes, rules, standard specifications, and published policies reasonably necessary for the protection of the facility and the public use thereof.

Section V

The costs of any future alterations and/or relocations of the Utility's original facilities located in the area described in Exhibit "A" shall be reimbursed by the City in accordance with Indiana Law when such alterations and/or relocations are done at City request.

Section VI

This contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

Section VII

This agreement shall be binding upon the parties and their successors and assigns.

Section VIII

The Utility shall indemnify the City against any damage to the City's real estate interest resulting from any act or omission of the Utility.

IN WITNESS WHERE OF, the parties hereto separately and severally have caused this instrument to be executed in their respective names by and through their duly authorized officers.

THE UTILITY:

AT&T Corp
(Utility Name)

ATTEST:

Bonnie Corliss
(Secretary of Utility- Signature)

Alvin S. Richardson
(Signature of Officer)

Bonnie Corliss
(Secretary's Name, Printed or Typed)

Alvin S. Richardson
(Officer's Name, Printed or Typed)

Sr. Tech. Prog. Mgr.
(Officer's Position)

4/22/15
Date

ACKNOWLEDGEMENT

State of GEORGIA County of GWINNETT SS:

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

Alvin S. Richardson 3450 Riverwood PKWY SE Atlanta, GA 30339
(Names and offices of signers of Utility)

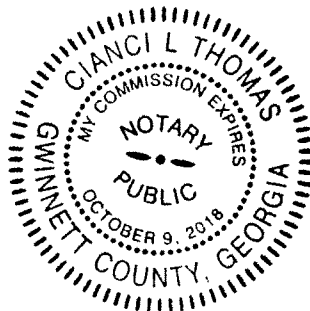
AT&T Corp.
(Name of Utility)

and acknowledged the execution of the forgoing contract on this 22nd day of APRIL, 2015

Witness my hand and seal the said last day.

My Commission Expires: 9 day of October, 2018

(Seal)



Cianci L Thomas
(Signature)

Cianci Thomas
(Printed or Typed) (Notary Public)

Gwinnett
(County of Residence)

THE CITY OF WESTFIELD
By the Westfield Board of Public Works

By:

J. Andrew Cook
Mayor

Date

Randy Graham
Member

Date

Kate Snedeker
Member

Date

ACKNOWLEDGEMENT

State of Indiana, County of Hamilton, SS:

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

_____ and acknowledged the execution

of the foregoing contract on this _____ day of _____, 2014

My Commission Expires: _____ day of _____, 20____

(Seal)

(Signature)

(Printed or Typed) (Notary Public)

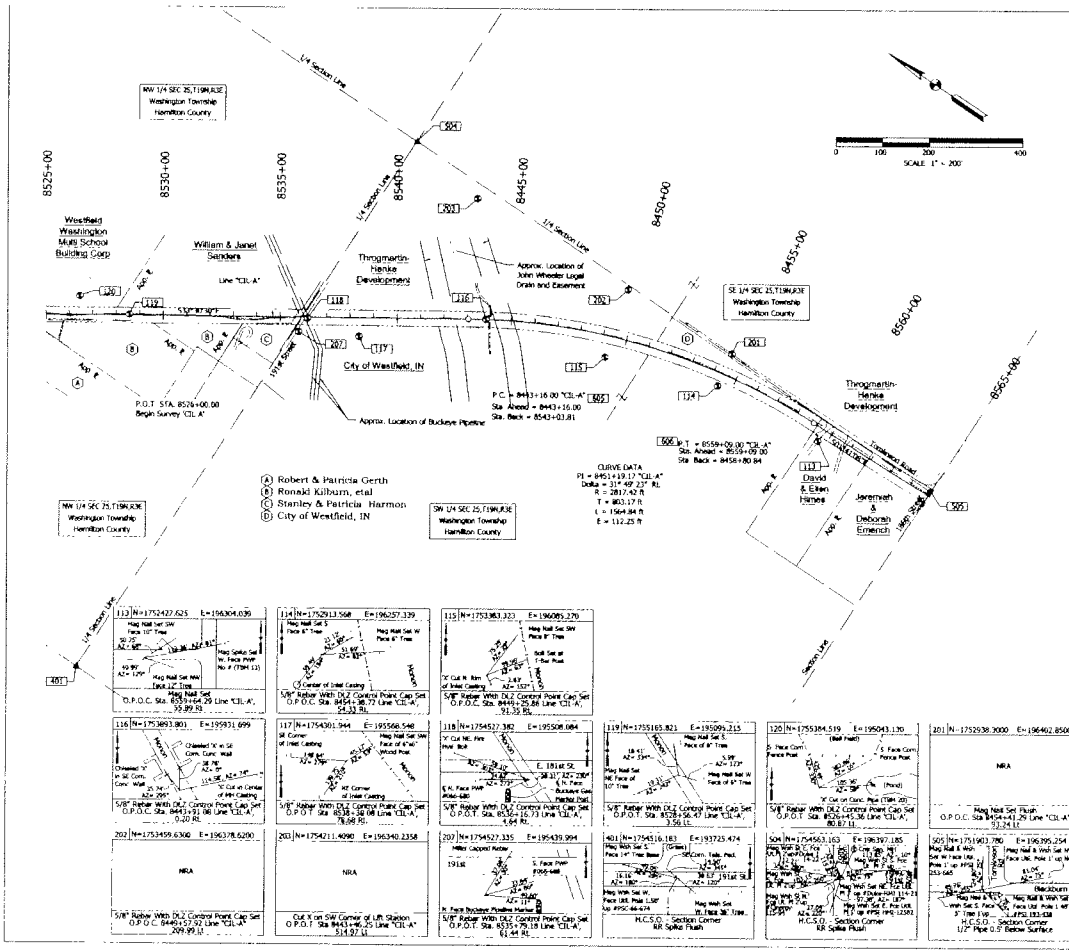
(County of Residence)

EXHIBIT A

A sixteen and one-half (16.5) feet wide (hereinafter called "Grantee's Communications Corridor") strip of real estate in Section 25 of Township 19 North, Range 3 East, Washington Township, Hamilton County Indiana, and described as follows:

The boundaries of Grantee's Communications Corridor shall be parallel lines eight-and-one-fourth (8.25) feet on either side of the AT&T fiber optic cable now laid (the location of which cable shall be indicated by surface markers set by Grantee at intervals on the Grantee's Communications Corridor), provided however that the width of Grantee's Communications Corridor shall be reduced on one side and increased by an equal linear footage on the other side wherever necessary in order that it shall in all places remain solely within the limits of the former railroad right-of-way easement where the AT&T Telecommunications Cable System is now laid. The said AT&T fiber optic cable is located along a portion of Alignment "CIL-A" as defined by the Location Control Route Survey Plat recorded as Instrument 2013057006 in the Hamilton County Recorder's Office and described as:

Beginning at the intersection of the South Line of Section 25 and the said Alignment "CIL-A"; thence North 1 degree 41 minutes 08 seconds West on the said alignment a distance of 581.30 feet, more or less, to Point 606 of the said plat; thence 1,564.84 feet on an arc to the left to Point 605 of the said plat, said arc having a radius of 2,817.42 feet and a long chord of North 17 degrees 35 minutes 49 seconds West at a distance of 1,544.80 feet; thence North 33 degrees 30 minutes 30 seconds West on the said alignment a distance of 703.86 feet to the north line of the Southwest Quarter of Section 25; thence continue North 33 degrees 30 minutes 30 seconds West on the said alignment a distance of 818 feet, more or less, to the south line of the Westfield Washington Multi School Building Corp Parcel approximately at Station 8527+82 of the said Alignment "CIL-A" and being the point of termination of this description.



PUBLIC UTILITIES

ELECTRIC
 DUNE ENERGY
 100 MILL CREEK ROAD
 NOBLESVILLE, INDIANA 46060
 317-561-3013

COMCAST
 COMCAST NORTHEAST
 8900 E. 116TH STREET
 FISKEVILLE, INDIANA 46038
 317-348-0172

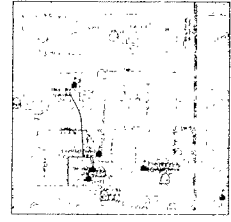
GAS
 ONE VICTORY SQUARE
 EVANSVILLE, INDIANA 47708
 812-491-4000

GAS
 WESTFIELD GAS CORP.
 606 PARK STREET
 WESTFIELD, INDIANA 46074
 317-496-2261

TELEPHONE
 VERIZON NORTH INC.
 8001 JEFFERSON BLVD.
 FT. WAYNE, INDIANA 46804
 260-461-3247

FIBER
 WESTFIELD WASHINGTON
 SCHOOLS CITY OF WESTFIELD
 2706 E. 171ST STREET
 WESTFIELD, INDIANA 46074
 317-496-5452 ERIC BISHOP

STORM AND SANITARY
 WESTFIELD UTILITIES
 2706 E. 171ST STREET
 WESTFIELD, INDIANA 46074
 317-496-5452 KURT WANNINGER



Vicinity Map

LEGEND

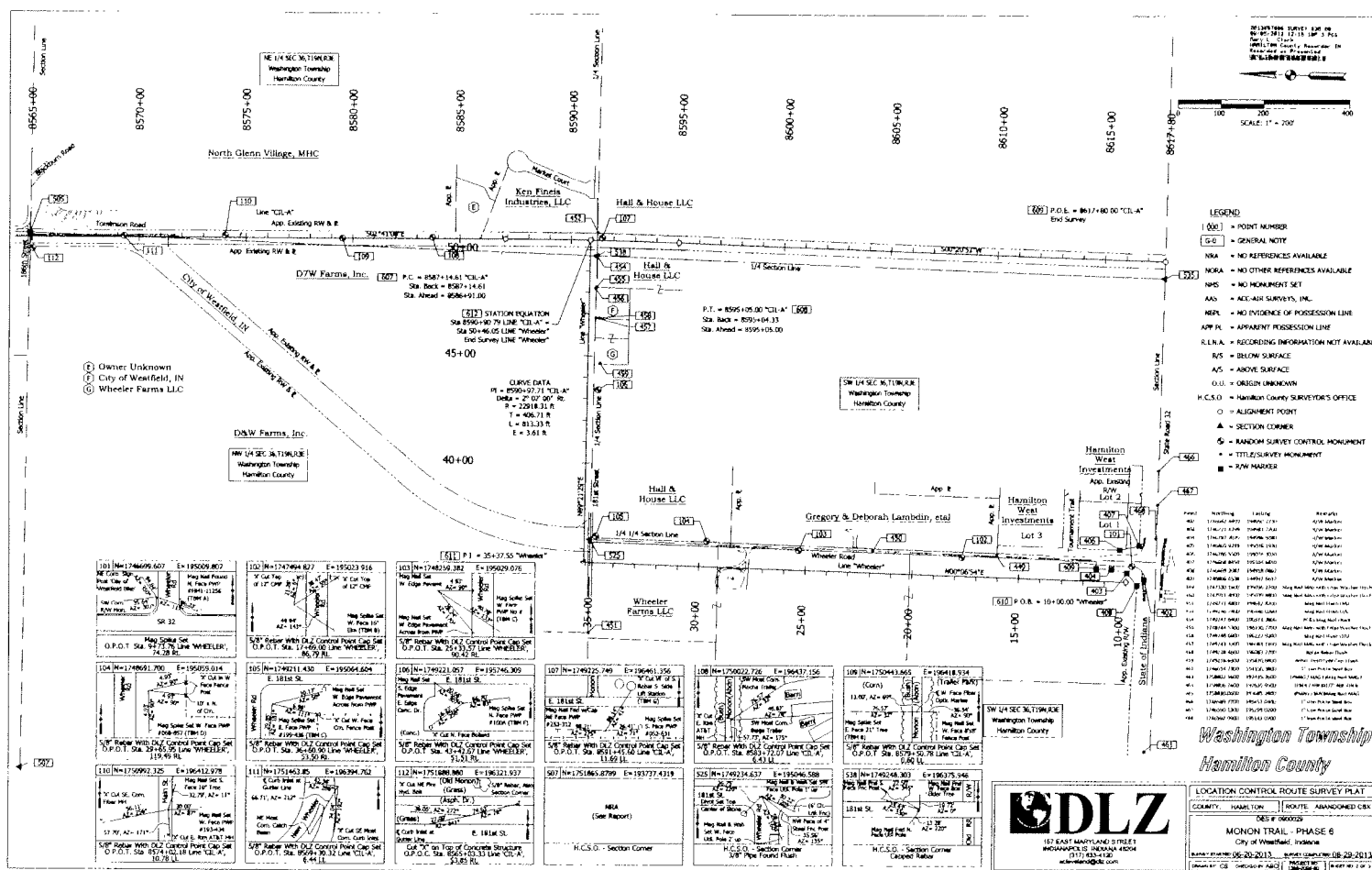
- 113 = POINT NUMBER
- 113 = GENERAL NOTE
- N/A = NO REFERENCES AVAILABLE
- NORA = NO OTHER REFERENCES AVAILABLE
- NMS = NO MONUMENT SET
- AAS = ACCURATE SURVEYS, INC.
- NEM = NO EVIDENCE OF POSSESSION LINE
- APPL = APPARENT POSSESSION LINE
- R.T.N.A = RECORDING INFORMATION NOT AVAILABLE
- B/S = BELOW SURFACE
- A/S = ABOVE SURFACE
- O.U. = ORIGIN UNKNOWN
- H.C.S.O. = HAMILTON COUNTY SURVEYOR'S OFFICE
- (1) = ALIGNMENT POINT
- ▲ = SECTION CORNER
- = RANDOM SURVEY CONTROL MONUMENT
- = TITLES/SURVEY MONUMENT
- = R/W MARKER

Washington Township
Hamilton County



151 EAST MARYLAND STREET
 INDIANAPOLIS, INDIANA 46204
 (317) 632-4100
 www.dlz.com

LOCATION CONTROL ROUTE SURVEY PLAT	
COUNTY	HAMILTON
ROUTE	787 & 780000
MONON TRAIL - PHASE 6	
City of Westfield, Indiana	
Surveyed by	DLZ
Drawn by	DLZ
Checked by	DLZ
Approved by	DLZ



INDIANA SURVEYOR'S REPORT

This trail design project is located in the City of Westfield, Indiana and is part of Sections 23, 24, 25, 26 and 36 in Congressional Township 19 North, Range 3 East in the Civil Township of Washington, Hamilton County, Indiana.

The purpose of this survey was to collect necessary data for the proper design and construction of a multi-purpose trail from north of 191st Street to State Road 32.

The Westfield City Engineer and the Indiana Department of Transportation (INDOT) have provided right of way or alignment records for the Wheeler Road extension and State Road 32. Design alignment for this survey is based primarily on the original Chicago, Indianapolis and Louisville Railroad alignment as shown on CSX Valuation Maps "V24699" and "V24700".

This survey is not a property retracement survey. Where title lines or surveyable corners are shown, their location is based on physical evidence, testimony, or historical deed analysis. Section corners shown or reported herein are based on found monumentation and records found in the Hamilton County Surveyor's Office, unless otherwise noted.

This project is based on the Indiana State Plane Coordinate System, East Zone (NAD 1983). Coordinates are shown to three decimal places not to indicate the accuracy of the survey, but to provide for repeatability of calculations. Linear dimensions and coordinate values are in gds U.S. feet. The basis of bearings is the Indiana State Plane Coordinate System, East Zone (NAD 1983). The average combined scale factor for this project is 0.9999888.

Topography was by and large supplemented with aerial photogrammetry. Ground survey was performed primarily to verify aerial data and to locate underground utilities and sewers, as well as establish survey grade control for the project.

SURVEY CONTROL

DLZ established survey control points for this project utilizing INCORS and a GPS double occupation method.

THE RELATIVE POSITIONAL ACCURACY of any survey control monument with respect to any other survey control monument established this survey is ± 0.07 feet.

ALIGNMENT

Line "CILA-A" begins at Station 8526+00.00 and ends at Station 8580+00.79. Line "Wheeler" begins at Station 10+00.00 and ends at Station 50+00.00. These lines, with respect to the project, are considered newly established, not retraced but original and therefore have no associated uncertainty.

REFERENCE MONUMENTS

All reference monuments established this survey, are as noted hereon. The reference monuments are numbered 101 through 120, 201 through 203 and 207. These reference monuments are tied closely to the alignments by station and offset. Reference monuments established this survey have no uncertainty with respect to the newly established alignments.

SECTION CORNERS

The following is a list of Section corner monuments, and the uncertainty associated with each with respect to the location of the original government corner monuments unless qualified otherwise, found in the aforementioned Sections with the aid of records found in the Hamilton County Surveyor's Office (H.C.S.O.) and other sources.

Point # 401 is a railroad spike found at the West Quarter corner of Section 25 in good condition per the (H.C.S.O.). Uncertainty ± 0.1 feet.

Point # 504 is a railroad spike found flush in good condition at the Center Quarter corner of Section 25 per the (H.C.S.O.). Uncertainty unknown. (See Note)

Point # 505 is a 3/4 inch pipe found flush in good condition at the North Quarter corner of Section 36 per the (H.C.S.O.). Uncertainty ± 1.2 feet.

Point # 507 was a stone found in good condition when acquired on an earlier survey by DLZ at the Southwest corner of Section 25. The corner monument is now gone due to recent construction in the immediate area. The location is based on the previous survey. Uncertainty ± 0.1 feet.

Point # 525 is a 3/8 inch pipe found flush in good condition at the North Quarter corner of Section 36 per the (H.C.S.O.). Uncertainty unknown. (See Note)

Point # 528 is a railroad spike found 0.4 feet below surface in good condition at the Northeast corner of Section 36 per the (H.C.S.O.). Uncertainty ± 1.5 feet.

Point # 527 is a Harrison Monument found flush in good condition at the North Quarter corner of Section 26 per the (H.C.S.O.). Uncertainty ± 0.2 feet.

Point # 530 is a Mag Spike found flush in good condition at the East Quarter corner of Section 36 per the (H.C.S.O.). Uncertainty ± 3.4 feet.

Point # 531 is a 1/2 inch iron pipe found flush in good condition at the West Quarter corner of Section 36 per the (H.C.S.O.). Uncertainty ± 0.3 feet.

Point # 534 is a Harrison monument found flush in good condition at the Southwest corner of Section 36 per the (H.C.S.O.). Uncertainty ± 0.1 feet.

Point # 535 is a brass plug in concrete found flush in good condition at the South Quarter corner of Section 36 per the (H.C.S.O.). Uncertainty ± 0.3 feet.

Point # 536 is a steel bolt found 0.8 feet below surface in good condition at the Southeast corner of Section 36 per the (H.C.S.O.). Uncertainty ± 0.3 feet.

Note: This corner not monumented on the original survey.

RIGHT OF WAY

Where no property dedicated, granted or purchased right can be proven by recorded documentation, the "edge of the traveled way" (roughly the edge of pavement) will be used as the boundary of the existing right of way (per Indiana case law). The "traveled way" includes all through lanes but excludes shoulders, turning lanes, passing lanes, and redi fill areas.

This Location Control Route Survey Plat, which is the first step in the route survey process, was prepared for the purposes of establishing the apparent existing right-of-way for the various roads, to field establish proposed project alignments and to collect title evidence. This survey should be recognized as the preliminary phase of a "Route Survey" as defined by IAC 805-1-12.

Following the completion of this portion of the survey, acquisition parcel(s) will be identified and plats and descriptions will be prepared for those parcels along the project corridor cross referencing the recorded plat. The combination of the acquisition documents and the Location Control Route Survey Plat will comprise the completed "Route Survey".

SURVEYOR'S STATEMENT

The undersigned hereby states, that to the best of his information, knowledge and belief, the within plat, and the survey on which it is based, were prepared in accordance with the provisions of TITLE 805 I.A.C. 1-12 regarding Route Surveys. The undersigned further states that any data or information found herein regarding the location or description of any parcels of real property is provided for the sole purpose of showing current ownership, per Hamilton County Records, at the time of the survey and not the true or correct position of title. The determination of the location of title is beyond the scope of this Survey.

DLZ
The within Plat of Survey prepared by:
Allen Brent Cleveland
Registered Land Surveyor
Within the State of Indiana
Registration Number LS80680007
Date September 3, 2013

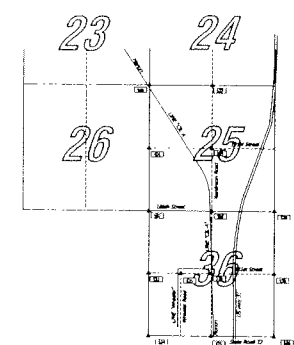
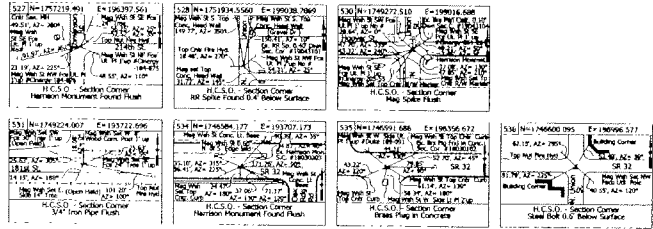
This Plat of Survey was prepared by:
DLZ
in accordance with the provisions of:
I.A.C. 805-1-12



Washington Township
Hamilton County



LOCATION CONTROL ROUTE SURVEY PLAT	
COUNTY	CITY/TOWNSHIP
SECTION	
MONUMENT TYPE	
DATE	
BY	
CHECKED BY	
DATE	



Sections
23, 24, 25, 26 and 36
in Twp 19 N - Rge 3 E

Point	Bearing	Distance	Remarks
101	S85°12'00"E	190.00	SECTION CORNER PLAT
102	S85°12'00"E	190.00	SECTION CORNER PLAT
103	S85°12'00"E	190.00	SECTION CORNER PLAT
104	S85°12'00"E	190.00	SECTION CORNER PLAT
105	S85°12'00"E	190.00	SECTION CORNER PLAT
106	S85°12'00"E	190.00	SECTION CORNER PLAT
107	S85°12'00"E	190.00	SECTION CORNER PLAT
108	S85°12'00"E	190.00	SECTION CORNER PLAT
109	S85°12'00"E	190.00	SECTION CORNER PLAT
110	S85°12'00"E	190.00	SECTION CORNER PLAT
111	S85°12'00"E	190.00	SECTION CORNER PLAT
112	S85°12'00"E	190.00	SECTION CORNER PLAT
113	S85°12'00"E	190.00	SECTION CORNER PLAT
114	S85°12'00"E	190.00	SECTION CORNER PLAT
115	S85°12'00"E	190.00	SECTION CORNER PLAT
116	S85°12'00"E	190.00	SECTION CORNER PLAT
117	S85°12'00"E	190.00	SECTION CORNER PLAT
118	S85°12'00"E	190.00	SECTION CORNER PLAT
119	S85°12'00"E	190.00	SECTION CORNER PLAT
120	S85°12'00"E	190.00	SECTION CORNER PLAT

AFTER RECORDING RETURN TO:

DLZ Indiana, LLC
157 East Maryland Street
Indianapolis, Indiana 46204
Attn: Survey Coordinator

2013067270 AFF MISC \$13.00
11/04/2013 10:44:58A 1 PGS
Mary L. Clark
HAMILTON County Recorder IN
Recorded as Presented

AFFIDAVIT OF CORRECTION (Survey)

I, Alan Brent Cleveland, duly sworn, depose and say that I am the surveyor who prepared the survey plat entitled "Location Control Route Survey Plat" recorded as Instrument Number "2013057006" on September 5, 2013 in the Office of the Recorder of Hamilton County, Indiana; and

The following correction(s) to said survey is (are) necessary and is (are) as follows:

The Northing and Easting coordinates for Section Corner Number 401, as shown on the "Section Corner Point Listing" on Sheet 3 of 3 as Northing: 1754516.1830 and Easting: 193725.4736, are incorrect. The correct coordinates for said Section Corner Number 401 are Northing: 1754506.0288 and Easting: 193739.3319.

Alan B. Cleveland

Alan Brent Cleveland
Registered Land Surveyor
Within the State of Indiana
Registration Number LS80880007

157 East Maryland Street
Indianapolis, Indiana 46204

November 4, 2013

Date



Affirmation Statement:

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless otherwise required by law.

Alan B. Cleveland

Alan B. Cleveland

NOTARY CERTIFICATE

Subscribed to and sworn before me this 4th day of November, 2013 by

Melissa A. Jent

Notary Public for the State of Indiana

Notary Signature *Melissa A. Jent*

County of Residence: **Marion**

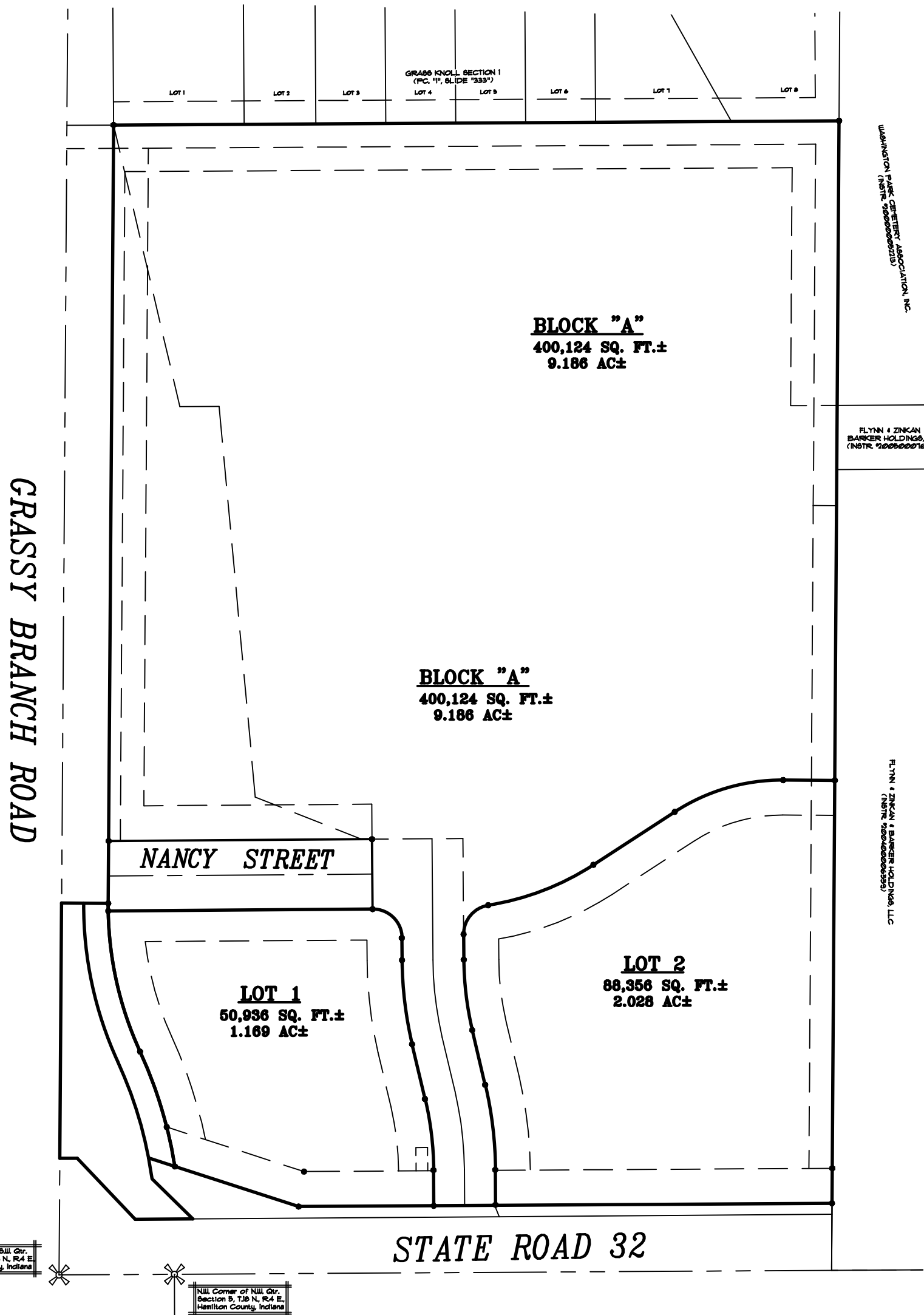
My Commission Expires 2-26-20

This Instrument Prepared by: Alan B. Cleveland

GRASSY BRANCH COMMERCIAL SUBDIVISION

SECONDARY PLAT - S.W. 1/4, SEC. 32, T19N, R4E
CITY OF WESTFIELD, WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA

VICINITY MAP



Registered Land Surveyor's Certificate:
I, Paul Maurer, hereby certify that I am a Registered Land Surveyor, licensed in compliance with the laws of the State of Indiana:

That this plat correctly represents a survey completed by me on _____ that all the monuments shown thereon actually exist or bond have been posted to cover the later installation of these monuments, and that all other requirements specified herein, done by me, have been met.

Paul Maurer
Registered Land Surveyor
Indiana - #880006



Sheet 1 of 4

OWNER/SUBDIVIDER
James D. and James Michael Hutson
& Hutson & Hutson LLC
P.O. Box 898
Westfield, IN 46074
mike.hutson@westfieldlighting.com



MAURER SURVEYING, INC.
4800 W. SMITH VALLEY ROAD, STE. P GREENWOOD INDIANA 46142
OFFICE - 317-881-3698 www.MaurerSurveying.com
LAND SURVEYING, LAND DEVELOPMENT & BUILDER SERVICES

GRASSY BRANCH COMMERCIAL SUBDIVISION

SECONDARY PLAT - S.W. 1/4, SEC. 32, T19N, R4E
CITY OF WESTFIELD, WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA

LEGAL DESCRIPTION

A part of the Southwest Quarter of Section 32, Township 19 North, Range 4 East of the Second Principal Meridian, Hamilton County, Indiana, being more particularly described as follow:

COMMENCING at the Southwest corner of said Southwest Quarter Section; thence North 00 degrees 23 minutes 32 seconds East (Basis of Bearing are State Plane Coordinate System - IN East) along the West line of said Quarter Section 100.01 feet to the POINT OF BEGINNING of the herein described parcel; thence continuing North 00 degrees 23 minutes 32 seconds East along said West line 218.01 feet to the Southwest corner of a Right-of-Way Grant, as recorded in Instrument Number 200300056353, in the Office of the Hamilton County Recorder; thence South 89 degrees 36 minutes 07 seconds East along the South line of said Right-of-Way Grant 40.00 feet to the Southeast corner of said Right-of-Way Grant; thence North 00 degrees 23 minutes 32 seconds East along the East line of said Right-of-Way Grant 687.70 feet to the Northeast corner of said Right-of-Way Grant, said point also being on the South line of Grassy Knoll - Section 1, as recorded in Instrument Number 93-38022, in the Office of the Hamilton County Recorder; thence North 89 degrees 39 minutes 41 seconds East along said South line 622.44 feet to the Southeast corner of said Grassy Knoll; thence South 00 degrees 22 minutes 28 seconds West 928.64 feet to the Northeast corner of the land of the State of Indiana, as recorded in Instrument number 2007040768, in the Office of the Hamilton County Recorder; thence South 89 degrees 38 minutes 53 seconds West along the North line of said State of Indiana 457.65 feet to a Northern corner of the State of Indiana, as recorded in Instrument Number 2007047399, in the Office of the Hamilton County Recorder; thence the next three (3) courses being along the lines of said State of Indiana: (1) North 72 degrees 02 minutes 07 seconds West 135.31 feet to the West line of an Existing Right-of-Way Deeded Back to Grantor, as recorded in Instrument Number 200300060947, in the Office of the Hamilton County Recorder; said point also being a Point of Non-curvature of a curve concave Westerly with a Radius Point that bears South 79 degrees 11 minutes 35 seconds West 359.00 feet; (2) Southerly along said curve through a Central Angle of 02 degrees 32 minutes 52 seconds a distance of 18.05 feet to a Point of Nontangency; (3) South 45 degrees 32 minutes 14 seconds East 49.14 feet to the North Right-of-Way of State Road 32; thence the next three (3) courses being along said North Right-of-Way: (1) South 89 degrees 39 minutes 41 seconds West 49.47 feet; (2) North 43 degrees 27 minutes 26 seconds West 72.17 feet; (3) South 89 degrees 39 minutes 41 seconds West 15.00 feet to the Point of Beginning, containing 13.436 acres, more or less.

Subject to all Right-of-Way, easements, and restrictions.

This subdivision consists of 2 lots labeled "LOT 1" and "Lot 2" AND 1 block labeled BLOCK "A".

The size of lots, blocks, and widths of streets are shown in feet and decimal parts thereof.

Deed of Dedication:

We the undersigned owners of the real estate shown and described herein, do hereby certify that we have laid off, platted and subdivided, and do hereby lay off, plat and subdivide, said real estate in accordance with the within plat.

This subdivision shall be known and designated as "Grassy Branch Commercial Subdivision", an addition to the City of Westfield, Indiana. All rights-of-way shown and not heretofore dedicated are hereby dedicated to the public.

Front and side yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

There are strips of ground shown on this plat marked as "easement" or as different easements as defined below, reserved for the uses as stated below and for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities.

Drainage Easement Certificate:

There are shown on this instrument areas that are designated as "Drainage Easement". Such easements are hereby established in favor of the City of Westfield and Grassy Branch Commercial Subdivision Owners' Association or Developer ("grantee"), and grant the grantee the right to enter the easement for purposes of installation, repair, and maintenance of storm and drainage improvements, structures, detention areas, and any appurtenances for the drainage system of the development and for ingress and egress thereto for said stated purposes.

Landscape Easement Certificate:

There are shown on this instrument areas that are designated as "Landscape Easement". Such easements are hereby established in favor of the Grassy Branch Commercial Subdivision Owners' Association or Developer ("grantee"), and grant the grantee the right to enter the easement for purposes of installation and maintenance of landscaping, earth mounds, screening material, fencing, walls, neighborhood identification signs, directories, lighting, irrigation systems, walking trails and other improvements and for ingress and egress thereto for said stated purposes.

Private Street Easement Certificate:

There are shown on this instrument areas that are designated as "Private Street Easement". Such easements are hereby established in favor of the adjoining property owners ("grantee"), and grant the grantee the right to enter the easement for purposes of accessing their lot. These easements prohibit the property owners or any other person from placing any obstruction within in the easement. These easements are binding on all heirs, successors, and assigns to the property on which they are located. The undersigned owners, and their successor and assignees, hereby waive all rights to petition the City of Westfield to be responsible for the maintenance and ownership of such private street. These easements shall only be modified or vacated in the manner stipulated in the Westfield-Washington Township Unified Development Ordinance, or its successor ordinance.

Sign Easement Certificate:

There are shown on this instrument areas that are designated as "Sign Easement". Such easements are hereby established in favor of the Grassy Branch Commercial Subdivision Owners' Association or Developer ("grantee"), and grant the grantee the right to enter the easement for purposes of altering, repairing, maintaining, or removing the improvements. These easements prohibit the property owner or any other person from placing any person from placing any obstruction in front of, altering, removing, or otherwise impairing the improvements within the easement. These easements are binding on all heirs, successors, and assigns to the property on which they are located. These easements shall only be modified or vacated in the manner stipulated in the Westfield-Washington Township Unified Development Ordinance, or its successor ordinance.

OWNER/SUBDIVIDER
James D. and James Michael Hutson
& Hutson & Hutson LLC
P.O. Box 898
Westfield, IN 46074
mike.hutson@westfieldlighting.com



MAURER SURVEYING, INC.
4800 W. SMITH VALLEY ROAD, STE. P GREENWOOD INDIANA 46142
OFFICE - 317-881-3698 www.MaurerSurveying.com
LAND SURVEYING, LAND DEVELOPMENT & BUILDER SERVICES

Sheet 4 of 4

The foregoing covenants, or restrictions, are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2040, at which time said covenants, or restrictions, shall be automatically extended for successive periods of ten years unless changed by vote of a majority of the then owners of the building sites covered by these covenants, or restrictions, in whole or in part. Invalidation of any of the foregoing covenants, or restrictions, by judgement or court order shall in no way affect any of the other covenants or restrictions, which shall remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

Witnessed our hands and seals this ____ day of _____, 2015.

JAMES D. HUTSON

JAMES MICHAEL HUTSON

STATE OF INDIANA)
COUNTY OF HAMILTON)

James Michael Hutson, Manager
Hutson & Hutson, LLC

Before me the undersigned Notary Public, in and for the County and State, personally appeared JAMES D. HUTSON & JAMES MICHAEL HUTSON, as both personally and as owners of Hutson & Hutson, LLC, and each separately acknowledge the execution of the foregoing instrument as his or her voluntary act and deed, for the purposes therein expressed.

Witness my hand and notary seal this ____ DAY OF _____, 2015.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

RESIDENT OF _____ COUNTY: _____

PRINTED

Plan Commission Certificate:

Under authority provided by I.C. 36-7, enacted by the general assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the City Council of the City of Westfield, Hamilton County, Indiana, this plat was given approval by the Westfield-Washington Township Advisory Plan Commission, as follows:

Approved by the Director of the Economic and Community Development Department of the City of Westfield, Hamilton County, Indiana, pursuant to the Westfield-Washington Township Unified Development Ordinance, on the ____ day of _____, 2015.

Westfield-Washington Township Plan Commission

By: _____
Matthew Skelton, Esq., AICP, Director
Economic and Community Development Department

Board of Public Works and Safety Certificate:

This plat and the acceptance of any public rights-of-way dedicated herein was given approval by the Board of Public Works and Safety of the City of Westfield, Indiana, at a meeting held on the ____ day of _____, 2015.

J. Andrew Cook, Mayor

Randell Graham, Member

Kate Snedeker, Member

Registered Land Surveyor's Certificate:

I, Paul Maurer, hereby certify that I am a Registered Land Surveyor, licensed in compliance with the laws of the State of Indiana:

That this plat correctly represents a survey completed by me on April 7, 2015, and that all the monuments shown thereon actually exist or bonds have been posted to cover the later installation of these monuments, and that all other requirements specified herein, done by me, have been met.

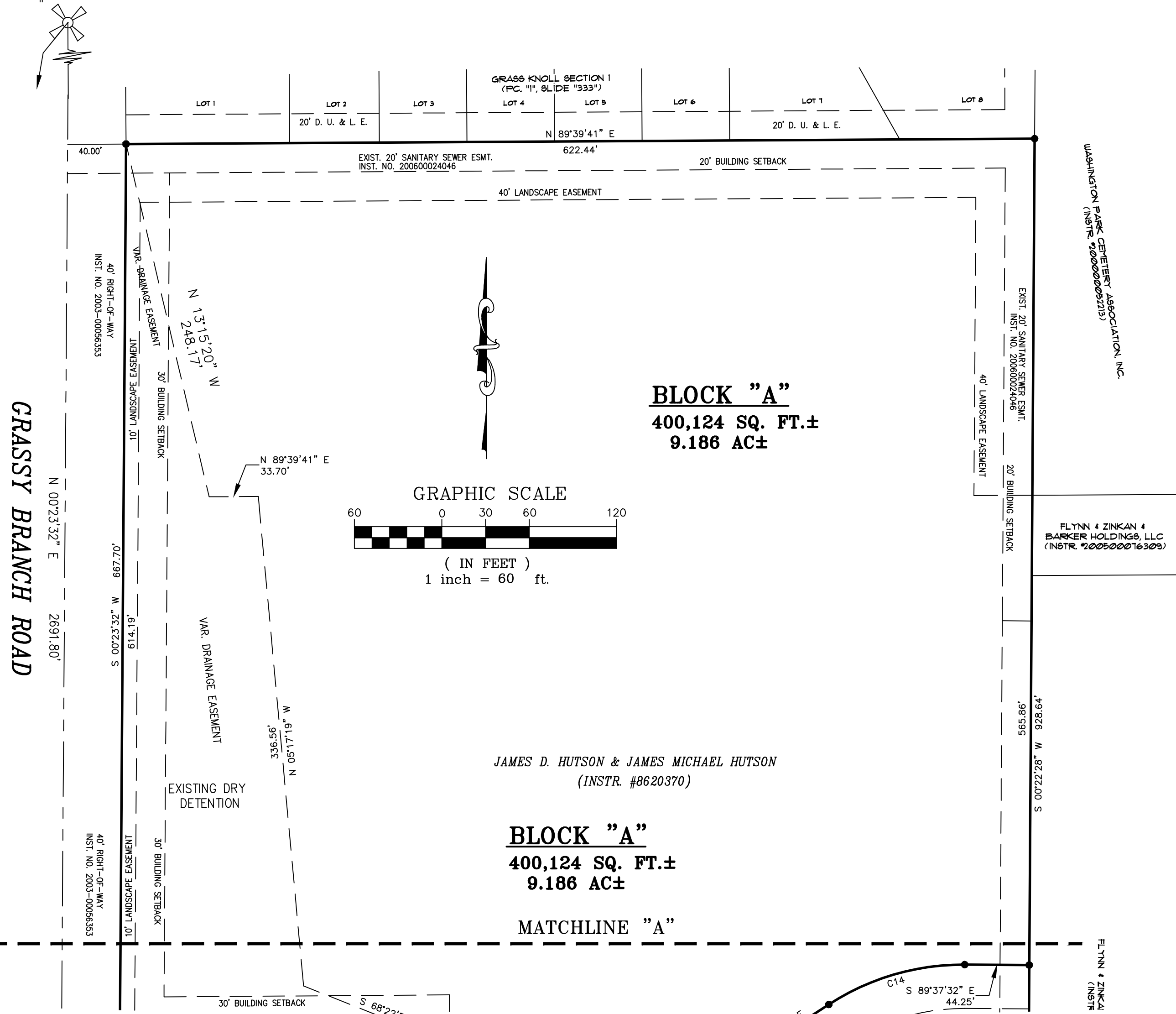
Paul Maurer
Registered Land Surveyor
Indiana - #880006



GRASSY BRANCH COMMERCIAL SUBDIVISION

SECONDARY PLAT - S.W. 1/4, SEC. 32, T19N, R4E
CITY OF WESTFIELD, WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA

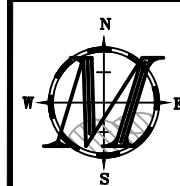
Null Cor. of the S.W. 1/4
Section 32, T. 19 N., R. 4 E.
Hamilton County, Indiana



LEGEND

- 5/8" DIA. X 24" LONG
CAPPED REBAR SET
STAMPED "MAURER
SURVEY RLS 880006"

OWNER/SUBDIVIDER
James D. and James Michael Hutson
& Hutson & Hutson LLC
P.O. Box 898
Westfield, IN 46074
mike.hutson@westfieldlighting.com

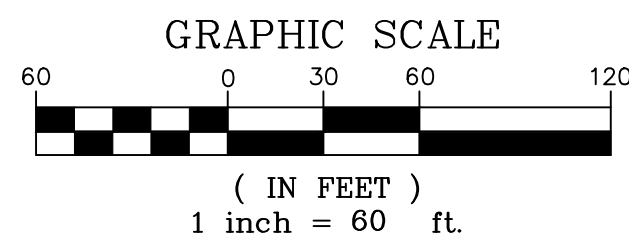


MAURER SURVEYING, INC.
4800 W. SMITH VALLEY ROAD, STE. P GREENWOOD INDIANA 46142
OFFICE - 317-881-3898 www.MaurerSurveying.com
LAND SURVEYING, LAND DEVELOPMENT & BUILDER SERVICES

Sheet 2 of 4

GRASSY BRANCH COMMERCIAL SUBDIVISION

SECONDARY PLAT - S.W. 1/4, SEC. 32, T19N, R4E
CITY OF WESTFIELD, WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA



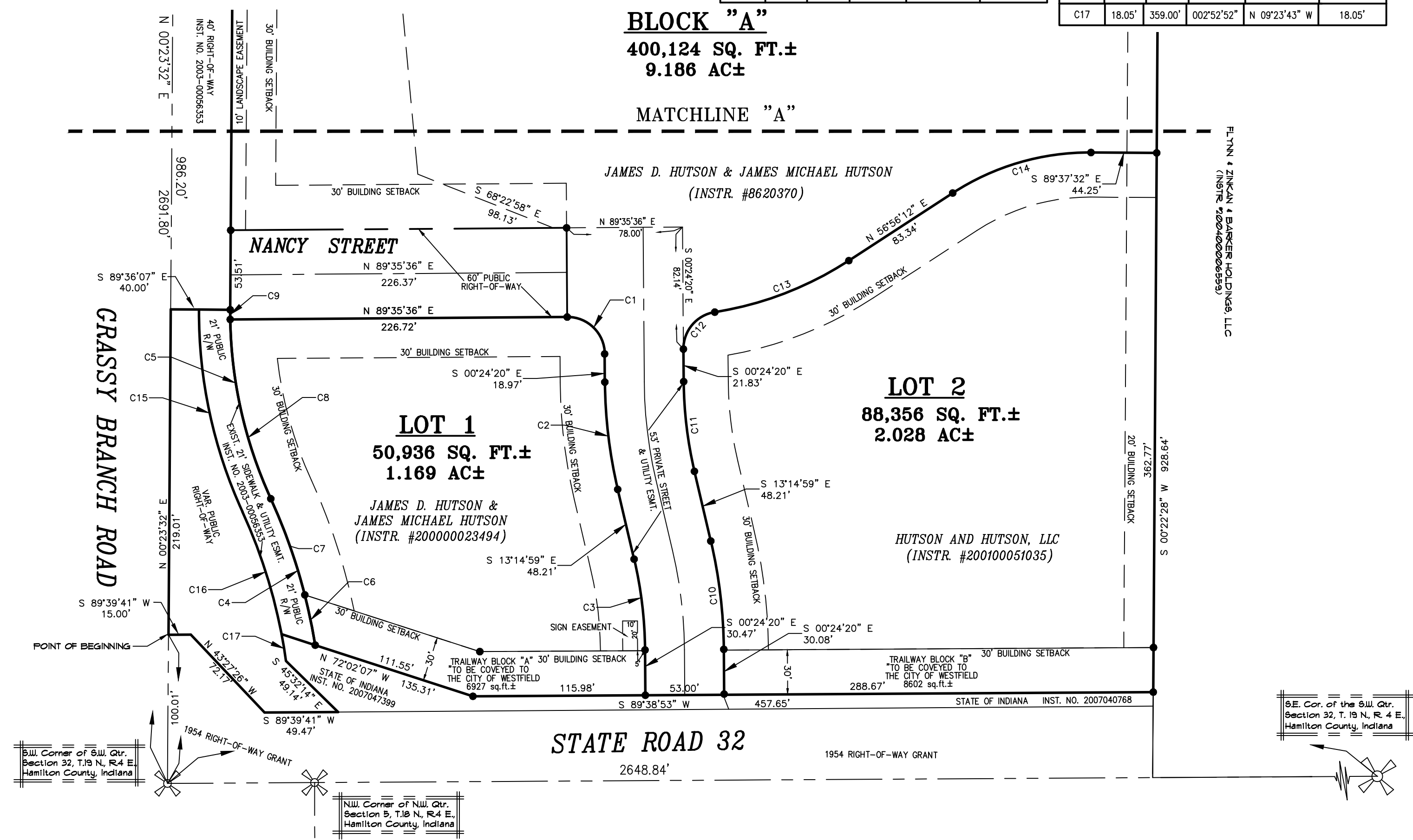
Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	39.27'	25.00'	090°00'04"	N 45°24'22" W	35.36'
C2	72.86'	325.00'	012°50'38"	S 06°49'39" E	72.70'
C3	61.65'	275.00'	012°50'38"	N 06°49'39" W	61.52'
C4	103.24'	380.00'	015°33'58"	N 16°51'55" W	102.92'
C5	131.11'	300.00'	025°02'26"	S 12°07'41" E	130.07'
C6	34.53'	380.00'	005°12'24"	N 11°41'08" W	34.52'
C7	68.71'	380.00'	010°21'34"	N 19°28'07" W	68.61'
C8	124.61'	300.00'	023°47'57"	S 12°44'55" E	123.72'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C9	6.50'	300.00'	001°14'29"	S 00°13'42" E	6.50'
C10	73.53'	328.00'	012°50'38"	N 06°49'39" W	73.37'
C11	60.97'	272.00'	012°50'38"	S 06°49'39" E	60.85'
C12	35.53'	25.00'	081°25'56"	S 40°18'38" W	32.82'
C13	97.33'	231.50'	024°05'23"	N 68°58'54" E	96.62'
C14	98.34'	168.50'	033°26'16"	S 73°39'20" W	96.95'
C15	140.29'	321.00'	025°02'27"	S 12°07'40" E	139.18'
C16	86.73'	359.00'	013°50'29"	N 17°43'39" W	86.52'
C17	18.05'	359.00'	002°52'52"	N 09°23'43" W	18.05'

BLOCK "A"

400,124 SQ. FT. ±
9.186 AC ±

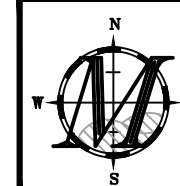
MATCHLINE "A"



LEGEND

- 5/8" DIA. X 24" LONG
CAPPED REBAR SET
STAMPED "MAURER
SURVEY RLS 880006"

OWNER/SUBDIVIDER
James D. and James Michael Hutson
& Hutson & Hutson LLC
P.O. Box 898
Westfield, IN 46074
mike.hutson@westfieldlighting.com



MAURER SURVEYING, INC.
4800 W. SMITH VALLEY ROAD, STE. P GREENWOOD INDIANA 46142
OFFICE - 317-881-3898 www.MaurerSurveying.com
LAND SURVEYING, LAND DEVELOPMENT & BUILDER SERVICES

Sheet 3 of 4



Mayor
Andy Cook

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

Clerk Treasurer
Cindy J. Gossard

April 29, 2015

TO: Board of Public Works and Safety

FROM: Jesse Pohlman, Senior Planner
Department of Economic and Community Development

RE: Grassy Branch Commercial Subdivision Secondary Plat

Attached is a copy of a secondary plat for the Grassy Branch Commercial Subdivision, which consists of two (2) commercial lots (existing Westfield Lighting lot and an outlot for the proposed First Merchant's Bank) and one (1) block (being set aside for future development), located on the northeast corner of State Highway 32 and Grassy Branch Road (please see attached location exhibit).

The Plan Commission approved the Primary Plat and Overall Development Plan on March 16, 2015. The Plan Commission also approved the Detailed Development Plan for the proposed First Merchant's Bank on Lot 1. The attached Secondary Plat was reviewed by the Technical Advisory Committee at its February 17, 2015, meeting and is now being presented to you for your acceptance of the public rights-of-way and signatures prior to being recorded.

Attachments: Secondary Plat
Location Exhibit

**Economic and
Community Development**

(317) 804-3170 office
(317) 804-3181 fax

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

Property Location Map
Grassy Branch Commercial Subdivision
1503-SPP-04 & 1503-ODP-04

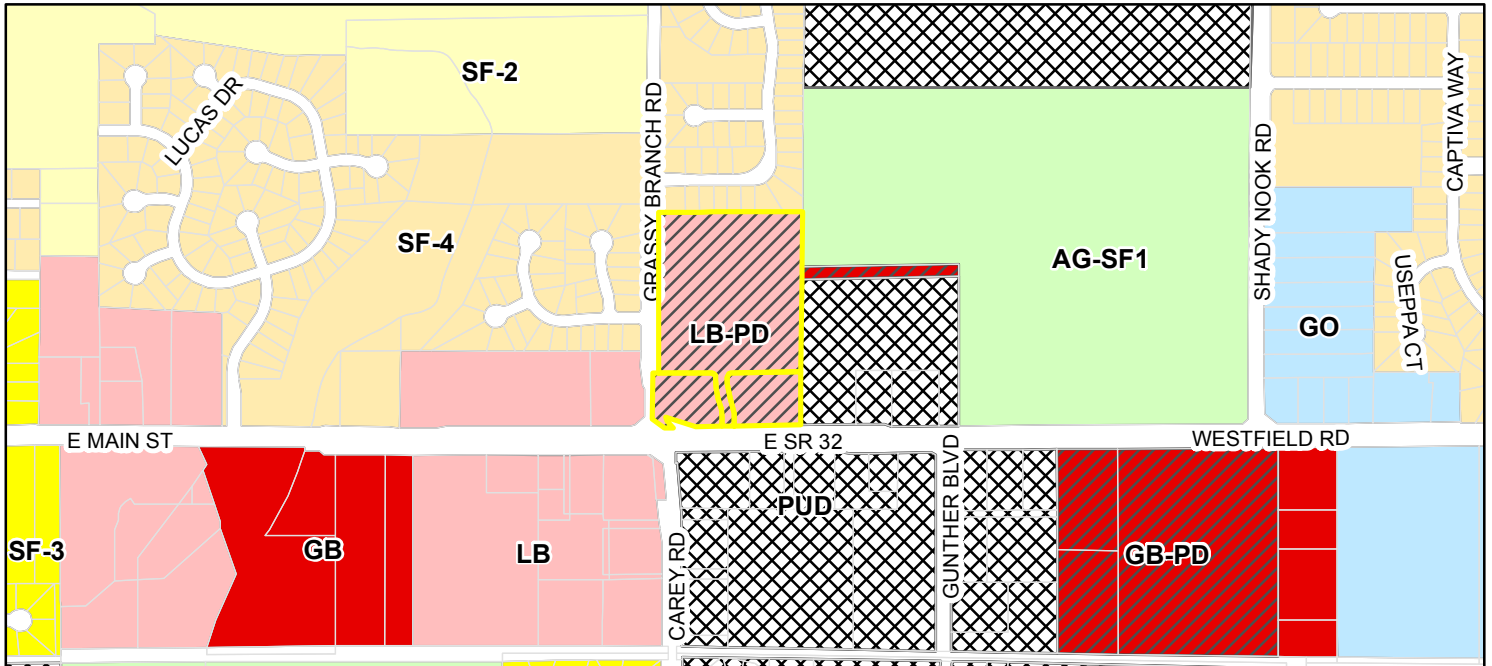


Aerial Location Map

 Site



Zoning Map



Zoning

 AG-SF1 (Agriculture - Single Family - 1)	 GB-PD (General Business - Planned Development)	 MF-2 (Multiple Family - 2)	 SF-3 (Cluster (Single Family - 3 Cluster))
 AG-SF1I (Agriculture - Single Family - 1 In-town)	 GO (General Office)	 OI (Open Industrial)	 SF-4 (Single Family - 4)
 EI (Enclosed Industrial)	 LB (Local Business)	 OI-PD (Open Industrial - Planned Development)	 SF-4 Pre-1994 (Single Family - 4 Pre-1994)
 EI-PD (Enclosed Industrial - Planned Development)	 LB-H (Local Business - Historical)	 PUD (Planned Unit Development)	 SF-5 (Single Family - 5)
 GB (General Business)	 LB-PD (Local Business - Planned Development)	 SB-PD (Special Business - Planned Development)	 SF-A (Single Family - Attached)
	 MF-1 (Multiple Family - 1)	 SF-2 (Single Family - 2)	
		 SF-3 (Single Family - 3)	



Mayor
Andy Cook

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

Clerk Treasurer
Cindy J. Gossard

Public Works Department

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

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

Consent Agenda Items:

Performance Bond Acceptance

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

- Keeneland Park Section 6 (Bond # 5040678 - Streets/Curbs \$99,760.27)
- Keeneland Park Section 6 (Bond # 5040677 - Storm Sewer \$121,190.30)
- Keeneland Park Section 6 (Bond # 5040676 - Sidewalk \$4,257.55)
- Keeneland Park Section 6 (Bond # 5040675 - Sidewalk \$25,580.50)
- Keeneland Park Section 6 (Bond # 5040674 - Erosion control \$24,161.50)
- First Merchants (Cash in Lieu CK # 600134596 - Streets/Curbs, Storm Sewer, Sidewalk, Trail, Erosion Control \$2,852.31)
- Derby Ridge Section 1 (Bond # K09133707 - Streets/Curbs \$159,861.83)
- Derby Ridge Section 1 (Bond # K09133690 - Storm Sewer \$256,850.00)
- Derby Ridge Section 1 (Bond # K09133689 - Sidewalk \$5,225.28)
- Derby Ridge Section 1 (Bond # K09133677 - Trail \$18,869.47)
- Derby Ridge Section 1 (Bond # K09133665 - Erosion Control \$42,726.86)
- Oak Park Section 2 (LOC # 6243839-84 - Street/Curbs \$509,648.00)
- Oak Park Section 2 (LOC # 6243839-83 - Storm Sewer \$293,151.26)
- Oak park Section 2 (LOC # 6243839-82 - Sidewalk \$134,279.57)
- Oak Park Section 2 (LOC # 6243839-81 - Trail \$13,585.00)
- Oak Park Section 2 (LOC # 6243839-80 - Erosion Control \$9,765.74)
- Ricker's Bridgewater - 3334 East 146th Street (Bond# MNT914586800 - Storm Sewer)
- Ricker's Bridgewater - 3334 East 146th Street (Bond# MNT914586900 - Erosion Control)

Performance Bond Release

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

- Cool Creek Commons (Bond #6256344 - Sanitary Sewer \$81,809.20)
- Cool Creek Commons (Bond #6256345 - Water \$147,001.80)
- Ricker's Bridgewater - 3334 East 146th Street (Bond# 9145868 - Storm Sewer)
- Ricker's Bridgewater - 3334 East 146th Street (Bond# 9145869 - Erosion Control)

Maintenance Bond Acceptance

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

- None

Maintenance Bond Release

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

- None

Public Works Department

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

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

OWNER/SUBDIVIDER:
ROBERT K. GREENLEAF
CENTER INC.
770 Pawtucket Dr.
Westfield, IN 46074

OWNER/SUBDIVIDER:
Centennial Bible Church
720 Liberty Drive
Westfield, IN 46074

SURVEYOR: Steven W. Reeves
The Schneider Corporation
Historic Fort Benjamin Harrison
8901 Otis Avenue
Indianapolis, IN 46216
317-826-7100

SOURCE OF TITLE:
Robert K. Greenleaf Center, Inc.
Instrument #200500075639, #2010001213
& #2015007686

Centennial Bible Church
Instrument #2010000148

DEED OF DEDICATION

We the undersigned owners of the real estate shown and described herein, do hereby certify that we have laid off, platted and subdivided, and do hereby lay off, plat and subdivide, said real estate in accordance with the within plat.

This subdivision shall be known and designated as "Centennial Section 1 Secondary Plat - Amendment, A Replat of Block "B" and Part of Block "A", an addition to Hamilton County, Indiana. All rights-of-way shown and not heretofore dedicated are hereby dedicated to the public.

Front and side yard building setback lines were established with Centennial Section 1, a subdivision in Washington Township, Hamilton County, Indiana, the plat of which is recorded as Instrument Number 9909935797 in the Office of the Recorder of said County, as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

There are strips of ground shown on this plat and marked "Easement", reserved for the use of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject at all times to the proper authorities and to the easement herein reserved. No permanent or other structures are to be erected or maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities.

There is shown on this instrument an area that is designated as "Private Street Easement" or abbreviated as P.S.E. Such easement is hereby established in favor of the adjoining property owners ("grantee"), and grant the grantee the right to enter the easement for purposes of accessing their property. This easement prohibits the property owner or any other person from placing an obstruction within the easement. This easement is binding on all heirs, successors, and assigns to the property on which it is located.

There are shown on this instrument areas that are designated as "Cross-Access Easements" or abbreviated as C.A.E.. Such easements are hereby established in favor of the adjoining property owner, and grant the public the right to enter the easement for ingress and egress purposes. These easements prohibit any person from parking vehicles within the easement, and prohibit the property owner or any other person from placing an obstruction within the easements. These easements are binding on all heirs, successors, and assigns to the property on which it is located.

The easterly portion of Lot 1, being part of former Block "B", and Lot 2 are subject to the Declaration of Covenants, Conditions, Easements and Restrictions dated November 4, 2005 and recorded November 4, 2005 as Instrument Number 200500072587 in the Office of the Recorder of Hamilton County, Indiana. The westerly portion of Lot 1, being part of Block "A", is subject to the Declaration of Covenants, Conditions, Easements and Restrictions dated _____ and recorded _____ as Instrument Number _____ in said Recorder's Office.

In witness whereof, the undersigned, have hereunto caused its and their name to be subscribed this ____ day of _____, 2015.

ROBERT K. GREENLEAF CENTER, INC.:

By: _____

Printed: _____

State of Indiana)
County of _____)ss:

Before me, the undersigned notary public, in and for said county and state, personally appeared the above and acknowledged the execution of the foregoing instrument as his voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and notarial seal this ____day of _____ 2015.

Notary public (Notary name - printed)

My commission expires: _____

County of residence _____



CENTENNIAL
SECTION 1
SECONDARY PLAT - AMENDMENT
A REPLAT OF BLOCK "B" AND PART OF BLOCK "A"

PART OF NE1/4 SECTION 15-T18N-R3E
HAMILTON COUNTY, INDIANA



Historic Fort Harrison
8901 Otis Avenue
Indianapolis, Indiana
46216-1037
317-826-7100 Fax
317-826-7300 Fax

The
Schneider
Corporation

Engineering
Surveying
Landscape Architecture
GIS • LRS
Geology

NOTE:

Subdivision monuments are required per Title 865 (State Board of Registration for land surveyors) IAC 1-12-18

Lot corner monuments shall be 5/8 inch x 30 inch metal rod with cap stamped "Schneider - Firm #0001"

Unless otherwise required by local ordinance, the installation of the aforementioned monuments may be delayed for up to two years from recordation of the plat per standards as set forth in Title 865 IAC 1-12-18 Subsection (b)(1)(2).

In witness whereof, the undersigned, have hereunto caused its and their name to be subscribed this ____ day of _____, 201____.

CENTENNIAL BIBLE CHURCH:

By: _____

Printed: _____

State of Indiana)
County of _____)ss:

Before me, the undersigned notary public, in and for said county and state, personally appeared the above and acknowledged the execution of the foregoing instrument as his voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and notarial seal this ____day of _____ 201____.

Notary public (Notary name - printed)

My commission expires: _____

County of residence _____



Given my hand and seal at Indianapolis, Indiana

this ____ day of _____, 2015.

By: Steven W. Reeves
Registered Land Surveyor
Indiana #20400005



OWNER/SUBDIVIDER:
ROBERT K. GREENLEAF
CENTER INC.
770 Pawtucket Dr.
Westfield, IN 46074

SURVEYOR: Steven W. Reeves
The Schneider Corporation
Historic Fort Benjamin Harrison
8901 Otis Avenue
Indianapolis, IN 46216
317-826-7100

SOURCE OF TITLE:
Robert K. Greenleaf Center, Inc.
Instrument #200500075639, #2010001213
& #2015007686

Centennial Bible Church
Instrument #2010000148

LAND DESCRIPTION

Block "B" and part of Block "A" in Centennial Section 1, a subdivision in Washington Township, Hamilton County, Indiana, the plat of which is recorded as Instrument No. 9909935797 in the Office of the Recorder of said county, said part being more particularly described as follows:

Commencing at the Southwest corner of said Block "A"; thence North 88 degrees 55 minutes 48 seconds East (basis of bearing = plat of Centennial Section 1) along the south line thereof and the north right-of-way line of Pawtucket Drive a distance of 9.00 feet to the POINT OF BEGINNING; thence North 00 degrees 00 minutes 00 seconds East parallel with the west line of said Block "A" a distance of 101.84 feet to the westerly prolongation of the north line of a tract of land described in a Corporate Warranty Deed to Robert K. Greenleaf Center, Inc., recorded as Instrument No. 2010001213 in said Recorder's Office; thence North 90 degrees 00 minutes 00 seconds East along said westerly prolongation a distance of 35.00 feet to the northwest corner of said land and a point on the west line of aforesaid Block "B", the following five (5) courses being along the westerly, northerly, easterly and southerly lines thereof; (1) North 00 degrees 00 minutes 00 seconds East a distance of 107.11 feet; (2) North 90 degrees 00 minutes 00 seconds East a distance of 388.32 feet (3) South 00 degrees 00 minutes 00 seconds West a distance of 176.50 feet to a tangent curve to the right having a radius of 25.00 feet, the radius point of which bears North 90 degrees 00 minutes 00 seconds West; (4) southerly, southwesterly and westerly along said curve an arc distance of 38.80 feet to a point which bears South 01 degree 04 minutes 12 seconds East from said radius point; (5) South 88 degrees 55 minutes 48 seconds West along the southerly lines of said Blocks "B" and "A" a distance of 398.87 feet to the Point of Beginning. Containing 82,901 square feet, 1.903 acres of land, more or less.

SURVEYOR'S CERTIFICATE

This subdivision Replat consists of 2 lots, numbered 1 and 2, together with setback lines and easements as established by the subdivision plat of Centennial Section 1 and as created hereon.

The street rights-of-way for Pawtucket Drive and Clearbrook Street were dedicated for public use by the subdivision plat of Centennial Section 1. There is no additional right-of-way to be dedicated by the within Replat.

A Consent to Encroach was approved by The City of Westfield and subsequently recorded as Instrument #_____ for off-street parking within the street right-of-way of Pawtucket Drive adjacent to Lot numbered 1.

The size of lots and easements are shown in figures denoting feet and decimal parts thereof.

Cross-reference is hereby made to a plat of survey prepared by The Schneider Corporation, recorded as Instrument #9909935797 in the Office of the Recorder of Hamilton County, Indiana.

(*) A sanitary lateral providing service to Lot 1 crosses Lot 2 as depicted on the construction as-built plans for Greenleaf Center. A 20 foot wide Sewer Easement is hereby established 10 feet on each side of the center line of the depicted as-built alignment. However, the point where the lateral connects to the 8 inch main line is a blind tie connection. Prior to development of Lot 2, the lateral connection should be field verified by probing, televising or by other means to confirm its location prior to construction.

I, Steven W. Reeves, hereby certify that I am a Registered Land Surveyor, licensed in compliance with the laws of the State of Indiana.

That this plat correctly represents a survey completed by me on this ____ day of _____, 2015, that all monuments shown hereon actually exist or bond has been posted to cover the later installation of these monuments, and that all other requirements specified herein, done by me, have been met.

By: _____
Steven W. Reeves
Registered Land Surveyor
Indiana #20400005

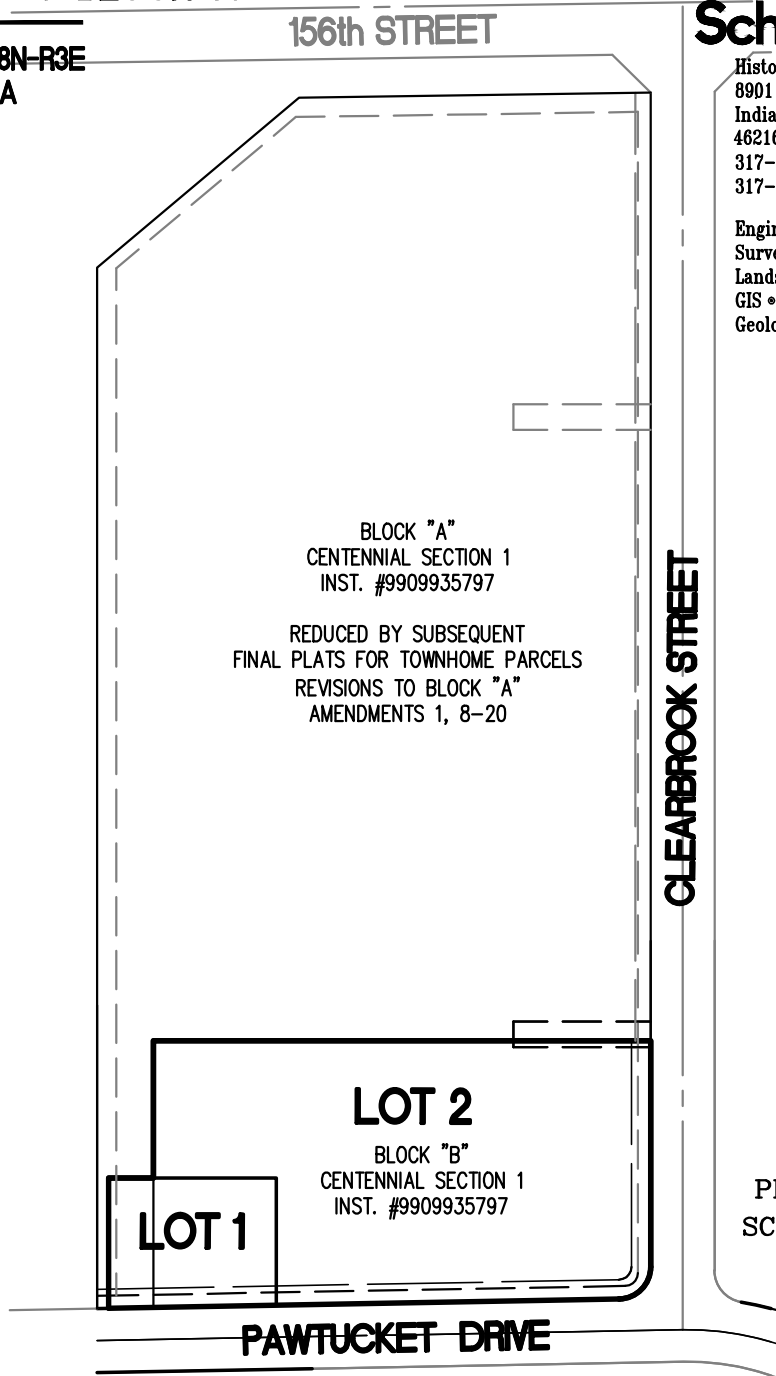


REDACTION STATEMENT

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

CENTENNIAL SECTION 1 SECONDARY PLAT - AMENDMENT A REPLAT OF BLOCK "B" AND PART OF BLOCK "A"

PART OF NE1/4 SECTION 15-T18N-R3E
HAMILTON COUNTY, INDIANA



The
Schneider
Corporation



Schneider

Historic Fort Harrison
8901 Otis Avenue
Indianapolis, Indiana
46216-1037
317-826-7100 Fax
317-826-7300 Fax

Engineering
Surveying
Landscape Architecture
GIS • LIS
Geology



PLAT NORTH
SCALE 1"=150'

PLAN COMMISSION CERTIFICATE:

Under authority provided by IC 36-7, enacted by the general assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the City Council of the City of Westfield, Hamilton County, Indiana, this plat was given approval by the Westfield-Washington Township Advisory Plan Commission, as follows:

Approved by the Director of the Economic and Community Development Department of the City of Westfield, Hamilton County, Indiana, pursuant to the Westfield-Washington Township Unified Development Ordinance on the ____ day of _____, 2015.

Westfield-Washington Township Plan Commission

By: _____
Matthew S. Skelton, Director
Economic and Community Development Department

BOARD OF PUBLIC WORKS AND SAFETY CERTIFICATE:

This plat and the acceptance of any public rights-of-way dedicated herein was given approval by the Board of Public Works and Safety of the City of Westfield, Indiana, at a meeting held on the ____ day of _____, ____.

J. Andrew Cook, Mayor

Randell Graham, Member

Kate Snedeker, Member

SHEET 3 OF 3

T:\0k\753\035\dwgs\753032Replat.dwg 2/18/15



Board of Works

Andy Cook
Randy Graham
Kate Snedecker

Clerk Treasurer

Cindy J. Gossard

Public Works Department

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

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

Memorandum

To: Westfield Board of Public Works & Safety

Date: April 29, 2015

Re: Public Works Project Report

Memo to Board Members

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

Westfield Public Works Executive Summary Progress Report

Street Maintenance

Our current focus is on the installation of crack seal to maintain pavement integrity and help preserve our streets. In addition to this we have contracted FE Harding to apply infrared repair treatment to various parts of the City. In areas like Oak Road, where Infrared is not possible, we will be partnering with FE Harding mill and resurface larger patches, where Infrared is not conducive. We also continue to address pothole situations and assist with projects at Grand Park.

Park Maintenance

A new 5-12yr old playground system has been installed at Simon Moon Park. There will be a Grand opening and ribbon cutting ceremony held on Saturday 5/2. Spring park opening efforts continue throughout the City.

Notable changes since 3/25/15

1. 2015 Resurfacing and Maintenance Improvement Project (MIP)
Bids were received for 2015 resurfacing and the reward is anticipated as part of this meeting. If awarded, this project will start in mid-May. We are working to coordinate around the 31/32 ramp closures, as well as the dismissal of school.

2. 156th and Spring Mill Roundabout
This intersection closed on April 6 and is well under way. This is a 60 day closure with the possibility of a 10 day extension to accommodate the potential of wet weather. We expect this intersection to reopen on or around June 8th.
3. 161st and Oakridge RAB
Demolition is complete and utilities have begun relocation. The closure of this intersection is anticipated from late August.
4. Tomlinson and 191st Roundabout
Utility work continues and the project continues to progress. Because on the 31/32 ramp closures, this route will be the primary access to Grand Park, from US31, which will delay the partial closure.
5. Grand Park Blvd Extension
Construction of this new road is well under way. The new storm sewer infrastructure has been mostly installed and fill is currently being hauled in to elevate the roadway to the proposed grade. We anticipate this to be open to traffic on toward the end of August.

Construction Projects

1. 161st Street & Carey Road Roundabout
City Project Manager: Gary Pence
Designer: DLZ
Funding: 100% locally funded (Utility Proceeds)
Contractor: E&B Paving

Roundabout is currently open to traffic. The surface layer, signage, sidewalks, and other punch list items will be finished in the spring, as weather permits.
2. IMMI Way (Union Street Extension to East St.)
City Project Manager: Gary Pence
Designer: A & F Engineering
Funding: 100% Federal supported construction & inspection
INDOT Bid Date: August 2014

This is a new 3 lane section of roadway that connects N. Union St, to East St. The roadway is open to traffic and has signage, seeding, and other punch list items to complete this spring.

Public Works Department

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

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

3. 191st and Tomlinson Roundabout
City Project Manager: Gary Pence
Designer: USI Consulting
Funding: Utility Proceeds

Utility work continues and the project continues to progress. Because on the 31/32 ramp closures, this route will be the primary access to Grand Park, from US31, which will delay the partial closure.

Other Notable Projects

City Project Manager: Gary Pence

1. 156th and Spring Mill Roundabout

The project is to put in new 2 lane roundabout replacing a 4 way stop controlled intersection. The project was let on January 14th, but unbalanced bids will require it to bid again. Most utilities are relocated and construction is anticipated this spring. Construction and inspection 100 percent reimbursable, by INDOT

2. 161st and Oakridge RAB

This project is to build a new 2 lane Roundabout in place of the current 4-way stop intersection. This project will be let on Feb 4th through INDOT. Demolition and utilities relocations are expected to start this spring with closure and construction anticipated when the 156th and Springmill RAB opens. Construction and inspection is 100 percent reimbursable, by INDOT.

3. Grand Park Blvd Extension

This project is a new boulevard roadway connection and roundabout from Wheeler Road north to the existing at 186th street RAB. This project is currently in construction with mostly earthmoving and storm drains work presently. Expected open to traffic near the end of June.

Public Works Department

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

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

4. Ditch Road Extension

This project is a new boulevard roadway section, expending from SR 32 north and connect to a new roundabout at Casey Road. The roadway plans are 99 percent complete and right of way is clear. Utilities are still in need of relocations. The current plan is to split the project into two phases. The first contract would deal with fixing the drainage issues on Ditch Road south of SR 32 and new pipe under SR 32. There is currently no timeline for work, and will proceed when vertical construction plans are presented by the developer.

5. Towne Road for 156th street to 166th street

This project is for sight distance improvements, roadway widening and 3 culvert replacement project on Towne Road from 156th to 166th street. This project is INDOT funded project (all phases are 70/30 split). Currently waiting for design contract to be approved by INDOT. Plan to have consultant start survey and design work this spring. Let expected July 2017.

6. Oak Trace Elementary School Safe Road to School Study

Engineering study to improve safety for Oak Trace Elementary School. Waiting for INDOT funding approval to start study. Expect start August 2015

City Project Manager: Phil Sundling

7. Wheeler Road Extension

- Design at 80%, awaiting final drainage decision
- Roadway reconstruction project that runs from SR 32 to 181st Street
- R/W – Wheeler parcel filed for condemnation last week, should have findings within the next month or two
- Utility Proceeds funding

Public Works Department

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

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

8. Monon Phase 6

- Design at 90%
- Project runs from 181st to the Monon Elementary School north of 191st
- Trailhead will remain as part of Phase 7 due to the latest design change – won't have time to get R/W clear and include in Phase 6
- R/W – 3 parcels left, should have all cleared in the next few weeks
- MPO funding for PE, CN, CE – match with local Utility Proceeds

9. Westfield Boulevard Extension (West Access Road)

- Design at 85%
- New roadway project that runs from 151st west of Target to new underpass that INDOT built for Union Street
- Awaiting final drainage design
- We are currently in the R/W acquisition phase
- PE funded via Village Park TIF
- RW, CN funded with Utility Proceeds

10. North Union Sidewalk Extension (CDBG)

- PCS survey finished and sent over on 11/13/14
- R/W line work sent over from Pat McCallister with PB
- \$153k reimbursement from CDBG with the City matching a portion

11. Westfield Boulevard Connector (South Poplar Extension)

- Des. No. awarded from INDOT
- Pending Federal approval w/formal award expected in February
- Current plan to go from Park St. to 169th

Public Works Department

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

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

12. 186th and Springmill RAB

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

13. Red Line Mass Transit

- City committing \$146k match for PE and ENV services
- Multiple stops from 146th, Village Park, Downtown Westfield, Grand Park
- Construction not until 2020 at the earliest

City Project Manager: John Green

14. Mill St. Extension

- Home demolition is nearing completion
- We still have 2 properties to acquire before we proceed.

Public Works Department

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

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