CITY OF WESTFIELD, IN

BoardofPublicWorks_Meeting_Agenda_03_28_2018

Wednesday, March 28, 2018 at 01:00 PM

BOARD OR COMMISSION: **Board of Public Works and Safety**

MEETING DATE: **Wednesday, March 28, 2018 at 01:00 PM**

MEETING PLACE: **Westfield Public Works- Large Conference Room**

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

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Action Item #1:
Minutes - February 28, 2018
Documents: February 28, 2018 Minutes

Bid Approval
NONE

Construction Standards & Specifications Changes
NONE

Agreements and/or Memorandum of Understanding (MOU)

Action Item #2:
Right of Way Acquisition Services Agreement - Westfield Park Culverts
Documents: Westfield Park Road Culvert

Action Item #3:
Right of Way Acquisition Services Agreement - 161st & Union Streets
Documents: 161st & Union Streets Roundabout

Contracts/Leases

Action Item #4:
Westfield Wayfinding
Documents: [CSI Wayfinding]

Action Item #5:
Westfield Gateway Signage Construction Contract - Signing Authority
Documents: [Westfield Gateway Signing Authority]

Action Item #6:
Trail PUD Access Road Construction Contract
Documents: [The Trails Signing Authority]

Action Item #7:
2018 Concrete Repairs Project - Signing Authority
Documents: [Signing Authority - 2018 Concrete Repairs]

Change Orders

Action Item #8:
Grassy Branch Stream - Phase II Change Order
Documents: [Williams Creek-Grassy Branch Stream Restoration]

Consent Agenda

Springhill Suites Road Impact Fee Payment Agreement
Documents: [18-RIFA-02]

March Bond Information
Documents: [March Bond Information]

Department Reports

Fire
Documents: [WFD February Report]

Police
Documents: [WPD February Report]

Public Works
Documents: [WPW February Report]

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY February 28, 2018

The Westfield Board of Public Works and Safety met on February 28, 2018 at the Westfield Public Works Conference Room. Present were, Mayor Cook, Kate Snedeker, Randy Graham, Kim Strang, Records Manager and Brian Zaiger, legal counsel.

Randy Graham called the meeting to order at 1:02 P.M.

AGENDA ITEMS:

Action Item #1: Meeting Minutes Consideration for Approval:

Mayor Cook made the motion to approve the January 24, 2018 meeting minutes as presented. Kate Snedeker seconded. Vote: Yes-3; No-0. Motion carried.

CONTRACTS AND LEASES:

Action Item #2: Westfield Park Culverts-Preliminary Engineering Contract

Phil Sundling presented, detailing the services that would be provided by Williams Creek Consulting for the Westfield Park Road culver replacement project.

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

Action Item #3: East Street-Preliminary Engineering Contract

Phil Sundling presented, stating this is a federally assisted project that would extend East Street from its current terminus at 196th St. to SR38. (approx. 1.35miles) This contract would provide an evaluation of the subsurface conditions and assess the impacts of the conditions on the proposed design. Contract has a maximum payable amount of $634,845.00

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

Action Item #4: East Street-Survey Contract

Phil Sundling presented, stating this contract pertains to the above location (East St.). The contract would cover the topographic survey and utility coordination of the project. Maximum payable amount of this contract is $97,700.00.

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

Action Item #5: East Street-Environmental Contract

Phil Sundling presented, stating this contract includes research/field inspection and completion of technical reports. Contract also includes coordination with various local, state, and federal agencies and preparation of documents that meets INDOT and FHWA requirements under NEPA. Contract not to exceed $86,900.00.

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

AGREEMENTS/MEMORANDUM OF UNDERSTANDING (MOU):

Action Item #6: Ditch Road South Extension-Frontier Utility Reimbursement Agreement

Phil Sundling presented stating this is a reimbursable agreement with Frontier to allow them to make necessary adjustments, removals, and alterations and/or relocations of their existing facilities involving the improvement project at SR32 and Ditch Road.

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

Action Item #7: Ditch Road South Extension-Duke Utility Reimbursement Agreement

Phil Sundling presented, giving the details of the reimbursement agreement in which Duke will relocate their utility facilities to said relocation area. The preliminary estimated cost is $324,740.

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

Action Item #8: Monon Trail Phase 5-Signing Authority for Duke Utility Reimbursement Agreement

Phil Sundling presented stating this allows Jeremy Lollar signing authority on the Duke Utility Reimbursement Agreement for the Monon Trail Phase 5 (bridge over 32) project, not to exceed $140.000.00.

Kate Snedeker made the motion to approve giving the signing authority to Jeremy Lollar.
Mayor Cook seconded. Vote: Yes-3; No-0. Motion carried.

MISCELLANEOUS

Action Item #9: WPD –Approval to Hire Two Applicants with Conditional Offers of Employment

Scott Jordan presented, giving background of the two applicants and the conditions of the offer.

Randy Graham made the motion to approve the hiring of the two applicants.
Mayor Cook seconded. Vote Yes-3; No-0. Motion carried.

CONSENT AGENDA:

February Bond Information

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

DEPARTMENT REPORTS:

Fire- Scott Jordan

Police- Rob Gaylor

Public Works- Jeremy Lollar

With no further business, Mayor Cook made the motion to adjourn. Kate Snedeker seconded. The meeting was adjourned at 1:35.

______________________________ ______________________________

Deputy Clerk-Treasurer | Board of Public Works and Safety

PROFESSIONAL SERVICES TASK ORDER AGREEMENT

PB Agreement No. - 185360
Task Order No. 15

This Task Order No. 15 is made and entered into this 26th day of February, 2018, by and between the City of Westfield with offices at 2706 East 171st Street, Westfield, IN 46074 (hereinafter called the "Client"), and WSP USA, Inc. (formerly Parsons Brinckerhoff, Inc.) a New York corporation, with offices at 115 W. Washington Street, Suite 1270S, Indianapolis, In 46204 (hereinafter called "WSP").

WITNESSETH

WHEREAS, the parties entered into a Professional Services Agreement on February 11, 2014 (hereinafter called the "Agreement") to provide Right of Way (ROW) Management services on a task order basis;

WHEREAS, the Client has determined the need for WSP to perform certain Services;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties do mutually agree as follows:

1. **Scope of Services**

PB shall perform the Services and provide the deliverables as set forth below:

Right of Way Acquisition Services for the Westfield Park Culvert Project with a total of 3 parcels. These services shall include: title research, right-of-way engineering, appraising and buying services.

2. **Schedule**

WSP shall provide the services stated above in accordance with a schedule set forth below:

Title and Encumbrance Report –	7 days from Notice to Proceed
Right-of-Way Engineering -	14 days from Notice to Proceed
Appraising –	21 days from Appraiser Notice to Proceed
Buying –	35 days from Buyer Notice to Proceed

3. Compensation

The Client shall compensate WSP for the performance of the services stated above, on a unit rate basis, based on actual number of parcels managed and procured by WSP and the unit price rates provided herein for an estimated total amount of $25,260.00.

Title	Unit Rate per parcel	# of parcels	Total Cost
Right of Way Management	$1,200	3	$3,600
Title & Encumbrance Reports	$350	3	$1,050
Right-of-Way Engineering	$3,000	3	$9,000
Waiver Valuation	$630	2	$1,260
Appraisal – Short Form	$2,625	2	$5,250
Buying	$1,700	3	$5,100

4. Both parties agree that this Task Order No. 15 shall be made part of the Agreement between Client and WSP, and except as amended herein, all terms, covenants and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Task Order No. 15 has been executed by Client and WSP, effective from the day and year first written above.

City of Westfield	WSP USA, Inc.
2-27-18	2/27/18
Signature	Signature
Phil Sundling City Engineer	Duane McKinney Area Manager

WSP Agreement No. - 185360
Task Order No. 16

This Task Order No. 16 is made and entered into this 1st day of March, 2018, by and between the City of Westfield with offices at 2706 East 171st Street, Westfield, IN 46074 (hereinafter called the "Client"), and WSP USA, Inc. (formerly Parsons Brinckerhoff, Inc.) a New York corporation, with offices at 115 W. Washington Street, Suite 1270S, Indianapolis, In 46204 (hereinafter called "WSP").

WITNESSETH

WHEREAS, the parties entered into a Professional Services Agreement on February 11, 2014 (hereinafter called the “Agreement”) to provide Right of Way (ROW) Management services on a task order basis;

WHEREAS, the Client has determined the need for WSP to perform certain Services;

NOW, THEREFORE, for the consideration hereinafter set forth, the parties do mutually agree as follows:

1. **Scope of Services**

WSP shall perform the Services and provide the deliverables as set forth below:

Right of Way Acquisition Services for the 161st Street/Union Street Roundabout Project with a total of 4 parcels. These services shall include: right-of-way management, appraising and buying services.

2. **Schedule**

WSP shall provide the services stated above in accordance with a schedule set forth below:

Appraisal Problem Analysis -	14 days from Appraiser Notice to Proceed
Appraising –	30 days from Appraiser Notice to Proceed
Review Appraising -	14 days from Appraiser Notice to Proceed
Buying –	35 days from Buyer Notice to Proceed

3. **Compensation**

The Client shall compensate WSP for the performance of the services stated above, on a unit rate basis, based on actual number of parcels managed and procured by WSP and the unit price rates provided herein for an estimated total amount of $24,300.00.

Title	**Unit Rate per parcel**	**# of parcels**	**Total Cost**
Right of Way Management	$1,200	4	$4,800
Appraisal Problem Analysis	$235	3	$705
Appraisal – Short Form	$2,625	3	$7,875
Review Appraisals – Short Form	$1,260	3	$3,780
Buying	$1,785	4	$7,140

4. Both parties agree that this Task Order No. 16 shall be made part of the Agreement between Client and WSP, and except as amended herein, all terms, covenants and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Task Order No. 16 has been executed by Client and WSP, effective from the day and year first written above.

City of Westfield

____
Signature

____
Phil Sundling
City Engineer

WSP USA, Inc.

____
Signature

____
Duane McKinney
Area Manager

NATURAL RESOURCE CONSTRUCTION

INDIANA - CORPORATE
4620 S. County Road 600 East
Plainfield, Indiana 46168

OHIO
4041 N. High Street, Suite 402 C
Columbus, OH 43214

317.838.9810 phone
317.838.9855 fax

contact@williamscreekmgt.net
www.williamscreekmgt.com

16 January 2018

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

Job Description: Grassy Branch Stream Restoration, Phase II
Change Order #1 – Additional Design, Permitting and Construction Services
Westfield, Hamilton County, Indiana
Project Number: 1240006

CHANGE ORDER #1 BREAKDOWN:

PHASE 1: Phase 2 Topographic Survey

- No Change

PHASE 2: As-Built Survey for Phase 1

- No Change

PHASE 3: Design and Plans

- Revisions to plans to reflect increased earthwork and increase in disturbed area.
- Grading revisions to reflect modifications deemed necessary by Flatlands due to modeling changes.
- Additional Plan view improvements / revisions to develop cost effective cross reflect practices not anticipated in the RFP and eliminate soil lifts.
- Revisions to plans to identify and quantify onsite vs offsite mitigation needs (including those for Jersey Street.)
- Additional coordination / review with Flatlands and their design team due to discrepancies between work shown below and above bank full location.
- All additional revisions and coordination after mid-October when technical review had been complete, but found discrepancies between the two permits.

PHASE 4: Permitting

- Additional agency coordination due to discrepancies between plans submitted by Flatlands and Williams Creek.
- Extend limits of NRA to include Jersey Street crossing
- Addition of Jersey Street impacts to the overall permit (IDEM and USACE)
- Detailed review of outside plans to identify discrepancies and correct between plans, and models for Construction in a Floodway Permit submitted by Flatlands.
- Coordination with Fish and Wildlife on the potential to swap plant species on Phase 1 approved plan.

PHASE 5: Construction

- Increase excavation quantity (2,000 CY) to match original proposed grading plan.
- Add base course of natural stone (65 TON) to rock cross vanes for centerline of the proposed stream channel.
- Hauling of soils (1,100 CY) to offsite disposal area provided and maintained by the City of Westfield.
- Modify erosion control blanket from NAG S75 to NAG SC150 BN/C125 BN

PHASE 6: Mitigation (Plan and Reporting)

- Revisions to offsite mitigation plan to incorporate Jersey Street mitigation needs.
- Review plans and develop modified report for Jersey street impacts in report.
- Agency Coordination specific to Jersey Street.
- Develop exhibits to obtain maximum allowable onsite mitigation to avoid offsite stream mitigation needs.
- Coordination with Chris White on potential mitigation site.

DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
ADD - Phase 3: Design and Plans	1	LS	$22,140.00	$22,140.00
ADD - Phase 4: Permitting	1	LS	$5,510.00	$5,510.00
ADD - Phase 5: Construction	1	LS	$41,545.00	$41,544.50
ADD - Phase 6: Mitigation (Plan and Reporting)	1	LS	$9,400.00	$9,400.00
TOTAL CHANGE ORDER #1				**$78,594.50**

The Original Contract Sum	$366,851.80
The net change by previously authorized Change Orders	$ 0.00
The (Contract Sum) prior to this Change order	$366,851.80
The (Contract Sum) will be (Increased) by this Change Order in the amount of	$ 78,594.50
The new (Contract Sum) including this Change Order will be	$445,446.30
The Contract Time will be (Increased) by (180) days	180

Submitted by: ________________________ Date: 1/16/18

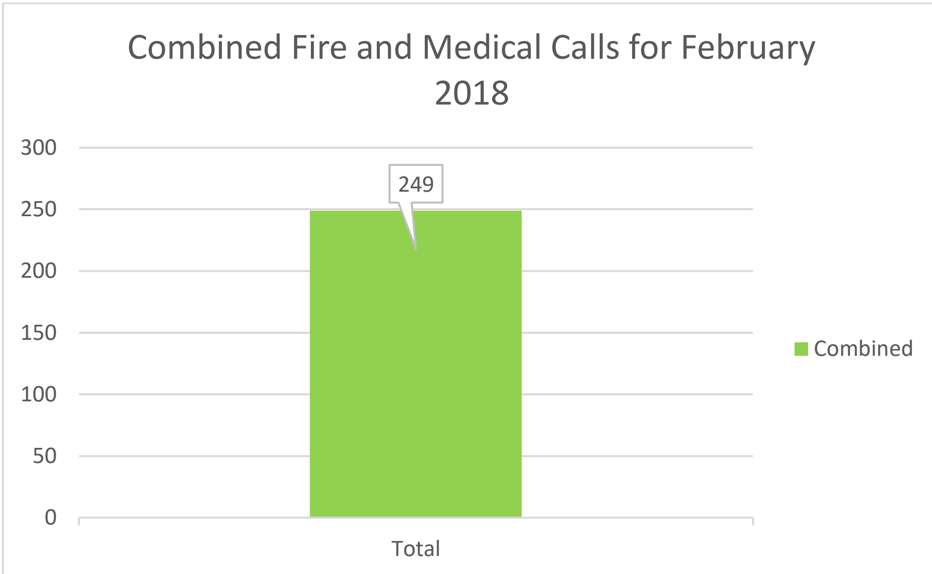
Aaron K. Lasley
Vice President

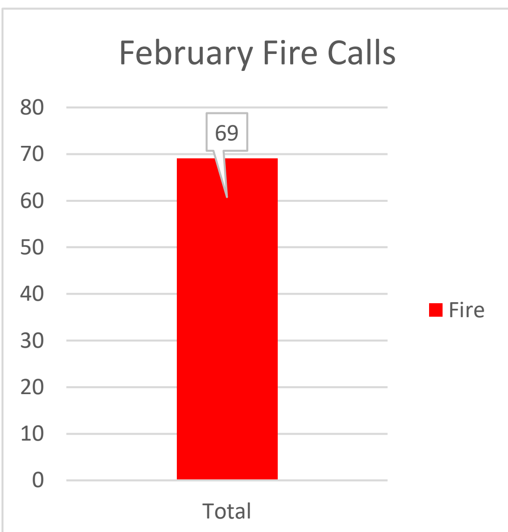
Accepted by: ________________________ Date: ________________

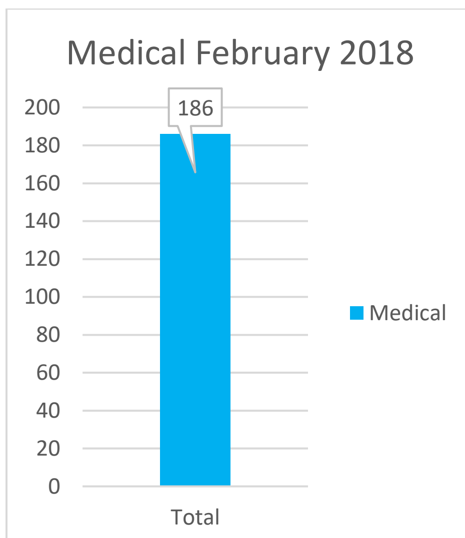
City of Westfield Fire Department
Board of Public Works & Safety Report
February 2018

Contact: Fire Chief
Marcus Reed
Or Nikki Hartman
804-3304

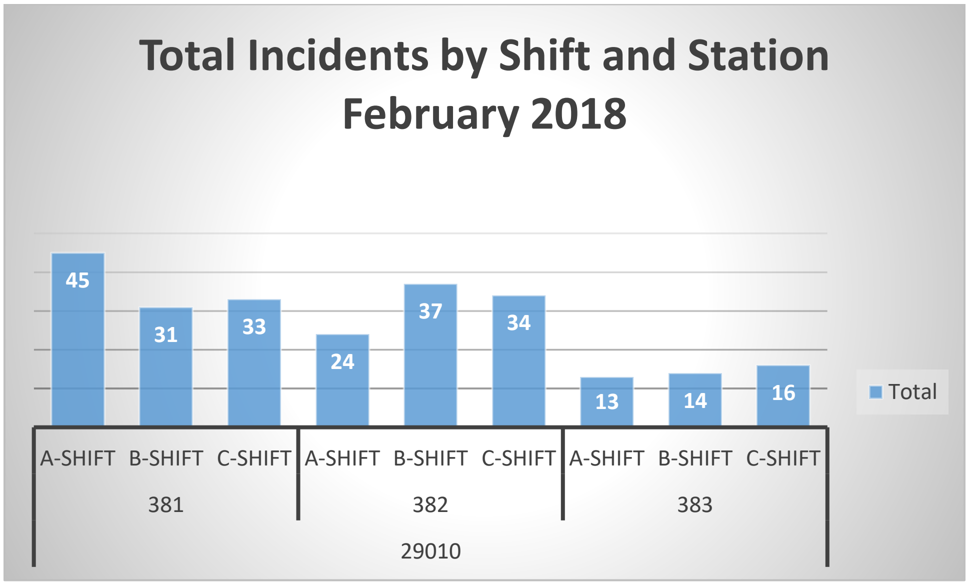
Westfield Fire Department 2018 Incident Statistics

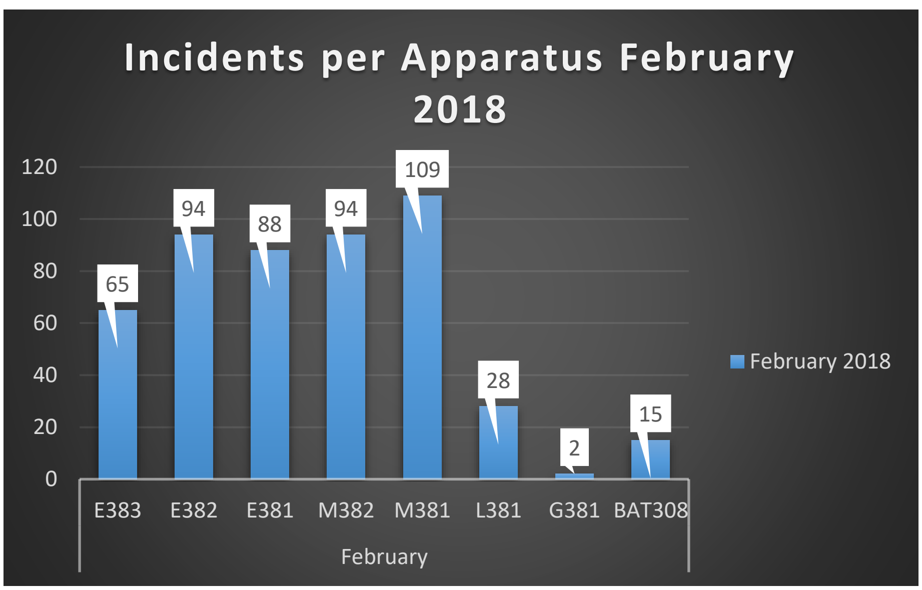




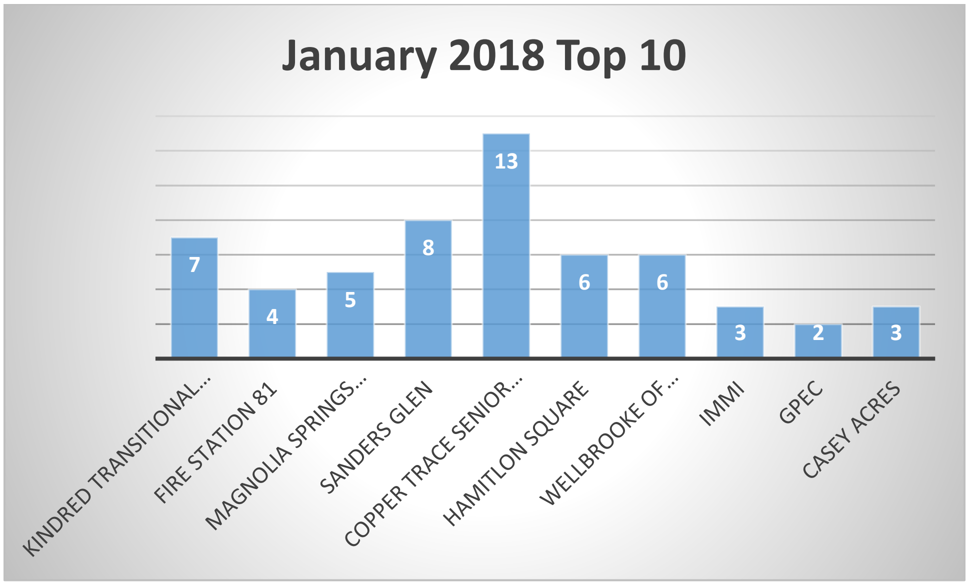


Westfield Fire Department 2018 Incident Statistics

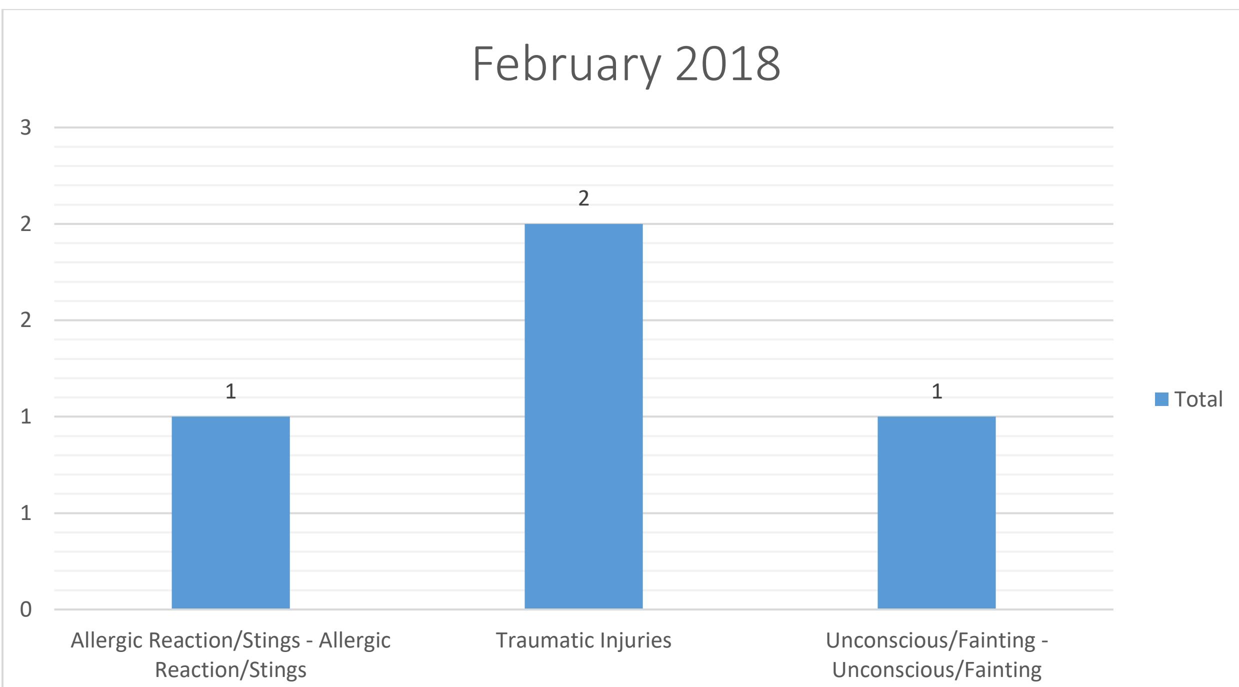




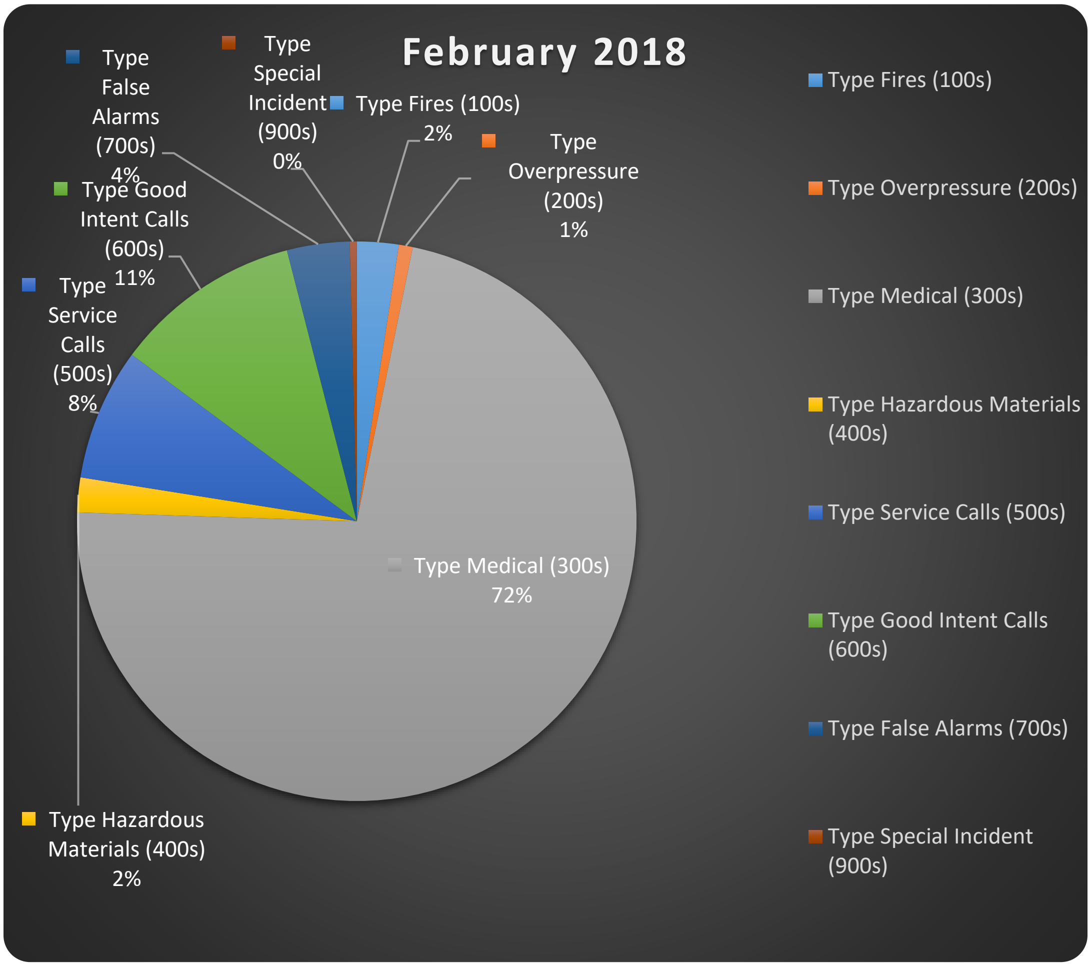
Westfield Fire Department 2018 Incident Statistics



Grand Park



Westfield Fire Department 2018 Incident Statistics

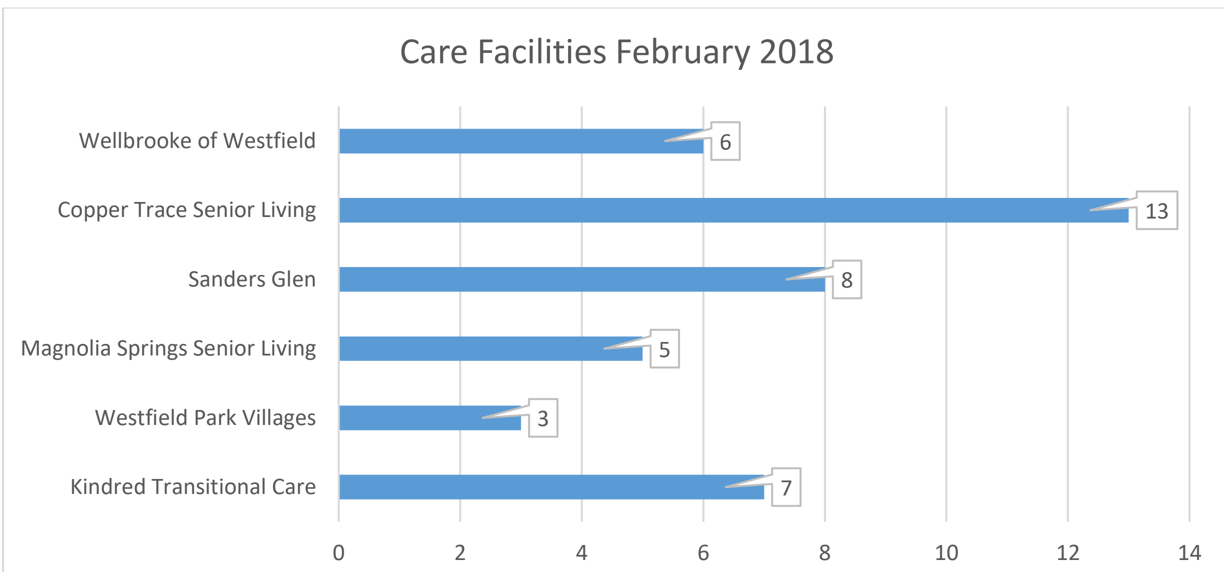


February	249
Fires	7
Overpressure	2
Medical	180
Hazmat	5
Service Calls	19
Good Intent	27
False Alarms	9
Special Incidents	1

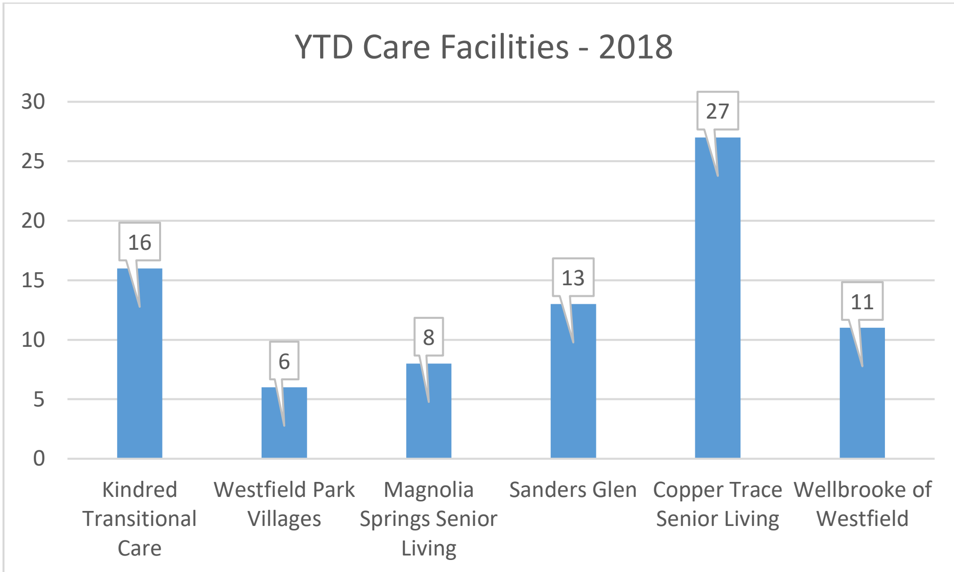
Westfield Fire Department 2018 Incident Statistics

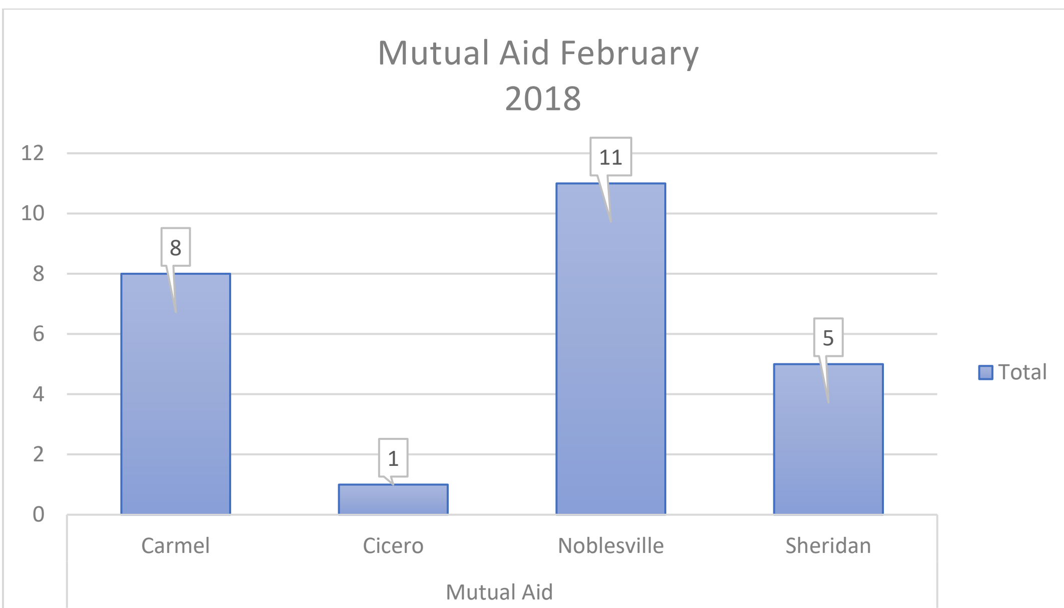
Property Saved

Care Facility



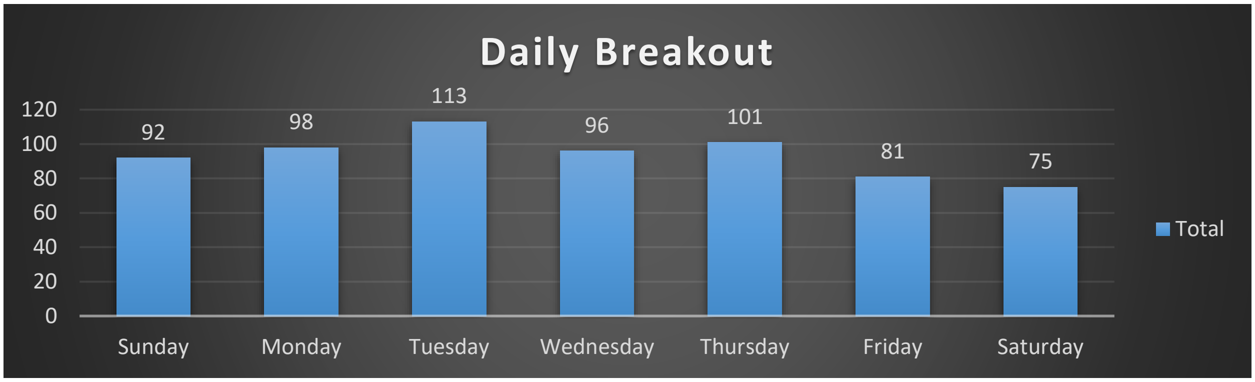
Westfield Fire Department 2018 Incident Statistics





Total 25

Westfield Fire Department 2018 Incident Statistics



Westfield Police Department

Monthly Performance Measures Report

Board of Public Works & Safety

February 2018

Table of Contents

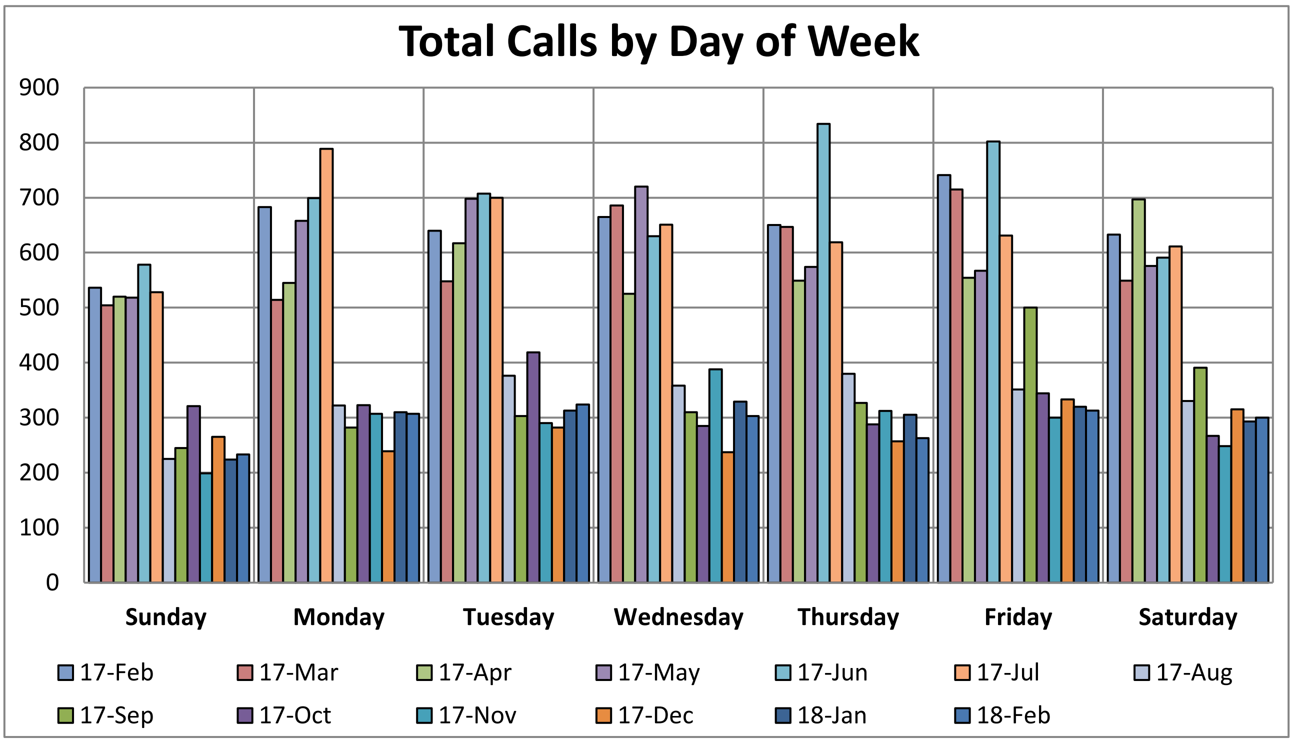
Events by Nature

911 Hang Up	**31**
Abandoned Vehicle	9
Abandonment	**1**
Abuse / Neglect	3
Accident - Hit & Run	**8**
Accident - Other	1
Accident - Property Damage	**50**
Accident - Personal Injury	2
Accident - Unknown	**11**
Alarm - Other	0
Alarm - Vehicle	**4**
Alarm - Burglar	111
Alarm - Hold Up	**8**
Animal Bite / Attack	3
Animal Complaint	**29**
Assist Fire	25
Assist Other Department	**20**
Assist Public	16
Battery	**3**
Bomb Threat	0
Burglary	**8**
Carjacking	**0**
Case Follow Up	**115**
Child Seat Inspection	0
Civil Dispute	**16**
Criminal Mischief	13
Damage to Property	**0**
Death Investigation	0
Directed Patrol	**4**
Disturbance	18
Driving Complaint	**38**
Drug Complaint	8
Escort	**0**
Fight	0
Firearms Shots	**0**
Found / Lost Property	17
Found Person	**0**
Fraud Prescription	0
Fraud / Deception	**16**
Harassment	22
Intoxicated Person	**2**
Investigation	18
Juvenile Complaint	**12**

K9 Detail	**0**
Kidnapping	0
Lock Out	**43**
Loud Party	0
Mental Emotional - Violent	**2**
Mental Person	5
Miscellaneous	**21**
Missing Person	5
New Call	**6**
Nuisance	4
Ordinance Misc.	**13**
Parking Complaint	8
Physical Disturbance	**20**
Reckless Activity	1
Road Rage	**3**
Robbery	1
Runaway	**0**
Security Check	5
Sex Offense	**3**
Shooting	0
Special Detail	**0**
Stabbing	0
Suicide	**1**
Suspicious Activity	67
Suspicious Package	**2**
Test	0
Theft	**27**
Theft - From a Vehicle	11
Theft - of a Vehicle	**5**
Threat to Life	4
Threatening Suicide	**12**
Tow Release	1
Traffic Hazard	**59**
Transport	1
Trespassing	**11**
Traffic Stop	973
Unknown Call for Police	**1**
VIN Check	29
Wanted	**3**
Warrant Service	9
Weapons Complaint	**3**
Welfare Check	42
	2043

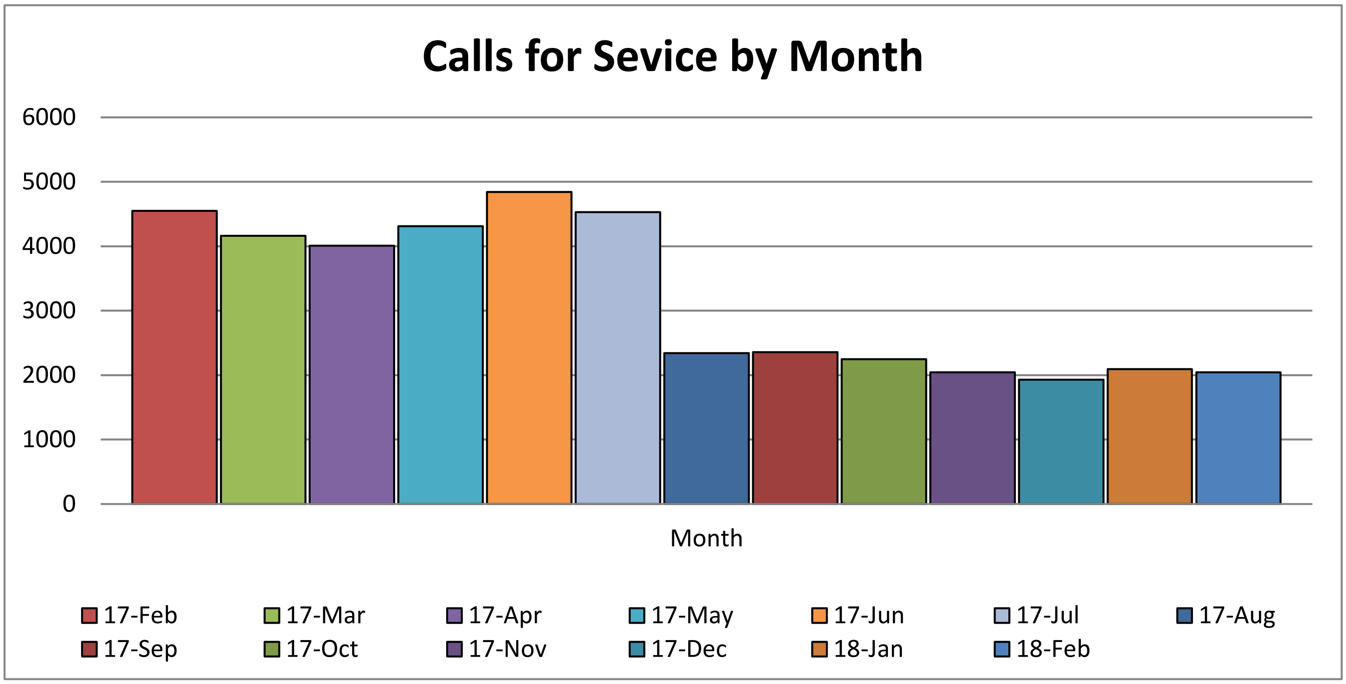
Total # of Calls by Day of Week

DAY	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec	18-Jan	18-Feb
Sunday	536	504	520	518	578	528	225	245	321	199	265	224	233
Monday	683	514	545	658	699	789	322	282	323	307	239	310	307
Tuesday	640	548	617	698	707	700	376	303	419	290	282	313	324
Wednesday	665	686	525	720	630	651	358	310	285	388	237	329	303
Thursday	650	647	549	574	834	619	380	327	288	312	257	305	263
Friday	741	715	554	567	802	631	351	500	344	300	333	320	313
Saturday	633	549	697	576	591	611	330	391	267	248	315	293	300
TOTAL	4548	4163	4007	4311	4841	4529	2342	2358	2247	2044	1928	2094	2043



Total # of Calls by Hour of Day

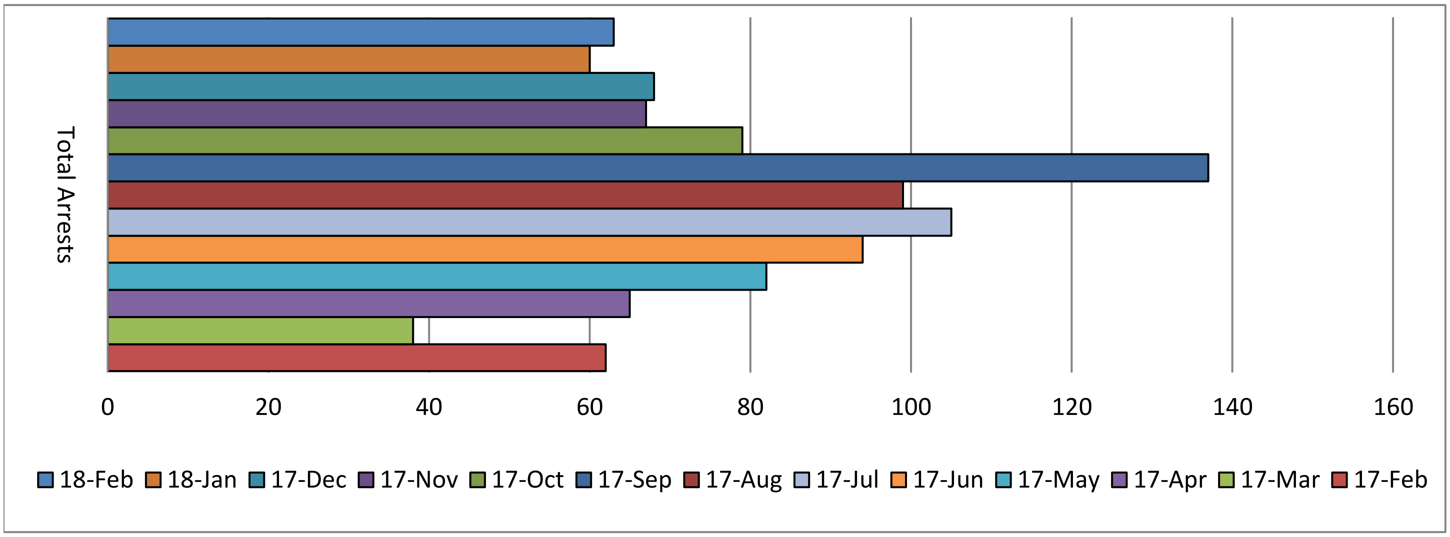
HOUR	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec	18-Jan	18-Feb
0	209	174	159	182	158	156	101	100	93	74	77	66	73
1	215	201	143	181	153	139	49	69	53	46	44	51	46
2	222	154	139	138	180	143	34	49	40	33	35	37	34
3	172	171	116	124	129	114	25	34	35	17	27	34	23
4	146	140	89	152	121	105	27	25	31	13	18	27	12
5	255	225	185	181	197	221	22	18	16	20	20	24	30
6	294	238	184	245	278	255	54	35	35	38	41	52	50
7	232	269	240	207	255	190	97	110	102	79	77	76	58
8	191	184	223	215	290	223	119	133	149	140	95	72	72
9	145	150	175	168	249	207	93	111	132	116	98	105	106
10	196	229	243	238	278	260	132	169	172	181	123	121	155
11	131	142	151	152	178	200	99	104	123	126	102	93	94
12	151	164	148	158	177	183	132	106	105	134	104	81	74
13	154	193	201	185	216	196	161	145	130	92	102	125	125
14	184	170	221	186	226	228	152	131	140	114	119	135	144
15	172	156	196	179	206	199	122	142	125	125	117	96	122
16	142	136	143	156	189	153	111	127	95	83	84	105	74
17	149	122	137	174	224	152	111	96	81	70	103	106	84
18	258	205	211	243	246	267	123	114	112	126	107	179	143
19	228	197	192	201	214	211	112	121	108	90	122	160	156
20	124	96	70	120	123	115	87	85	79	62	83	71	79
21	128	111	85	128	119	148	105	82	75	62	54	82	69
22	191	163	165	199	192	248	145	123	109	102	87	111	105
23	259	173	191	199	243	216	129	129	107	101	89	85	115
TOTAL	**4548**	**4163**	**4007**	**4311**	**4841**	**4529**	**2342**	**2358**	**2247**	**2044**	**1928**	**2094**	**2043**


Calls for Sevice by Month
6000
5000
4000
3000
2000
1000
0
Month
17-Feb
17-Mar
17-Apr
17-May
17-Jun
17-Jul
17-Aug
17-Sep
17-Oct
17-Nov
17-Dec
18-Jan
18-Feb

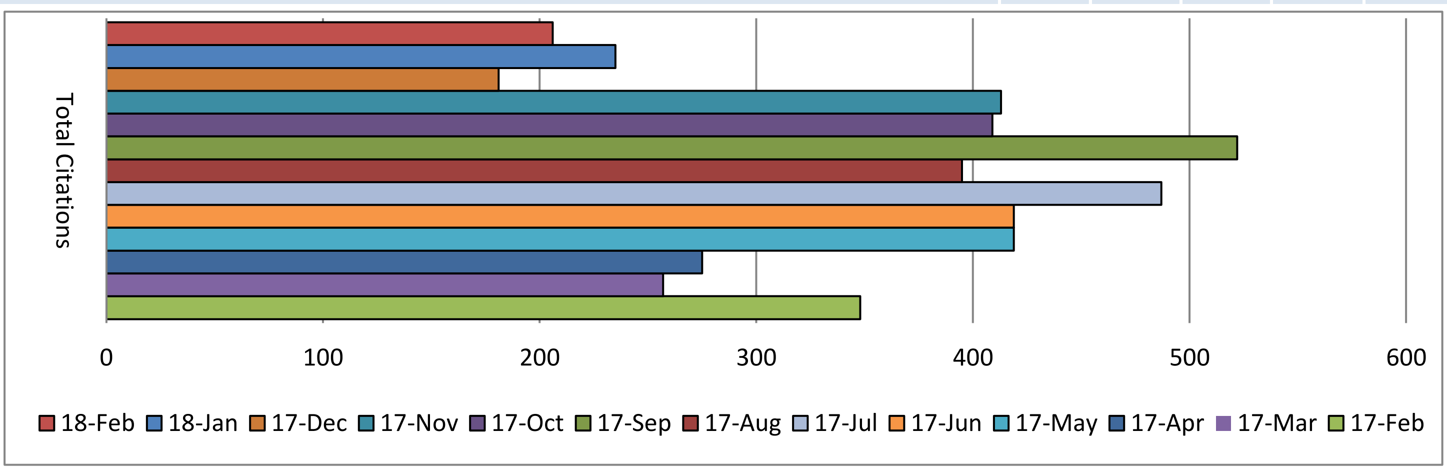
UCR OFFENSES

OFFENSE	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec	18-Jan	18-Feb
Arson	0	0	0	0	0	0	0	0	0	0	0	0	1
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	0	0	0	0	0	1	-1	0	0	0	0
Robbery	0	0	1	0	1	0	0	2	1	-1	1	0	1
Battery - Aggravated	4	1	1	3	1	0	0	0	0	1	1	0	1
Battery - Simple	9	13	14	20	10	12	11	15	12	19	14	11	21
Burglary	2	4	0	0	3	0	1	3	0	2	5	1	4
Theft	25	27	18	32	33	37	41	24	17	29	30	26	31
Motor Vehicle Theft	0	2	3	2	0	1	3	0	1	2	0	1	1
TOTAL	40	47	37	57	48	50	56	45	30	52	51	39	60

Arrest Reports Taken	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec	18-Jan	18-Feb
Alcohol/ Drug Related	35	17	26	17	20	26	23	26	16	13	13	15	17
Felony Charges	21	17	23	12	7	11	13	16	7	20	18	5	14
Misdemeanor Charges	79	35	106	81	101	114	86	131	82	58	77	69	69
Total Arrests	62	38	65	82	94	105	99	137	79	67	68	60	63

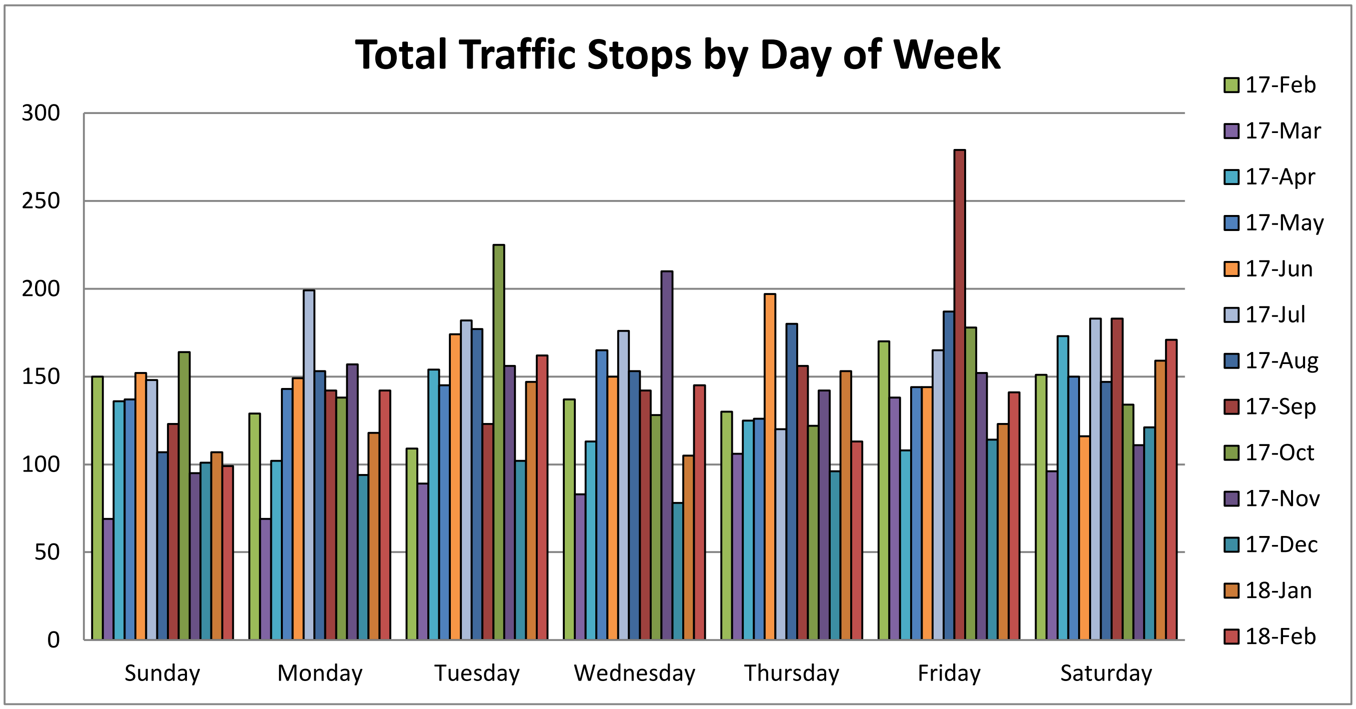


Traffic	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec	18-Jan	18-Feb
Total Citations	348	257	275	419	419	487	395	522	409	413	181	235	206
Total Written Warning	1059	476	757	937	1070	1135	1125	1113	1084	989	782	1036	1107
Total Traffic Accidents	**50**	**47**	**57**	**51**	**65**	**51**	**61**	**58**	**49**	**49**	**77**	**54**	**44**
Property Damage	41	41	50	43	59	44	48	51	44	45	68	48	40
Personal Injury	9	6	7	8	6	7	9	7	5	4	9	6	4
Fatality	0	0	0	0	0	0	0	0	0	0	0	0	0
*Hit and Run**	*11*	*6*	*7*	*6*	*5*	*5*	*4*	*5*	*6*	*2*	*3*	*7*	*3*
**numbers included in property damage, personal injury, and fatality accidents*													



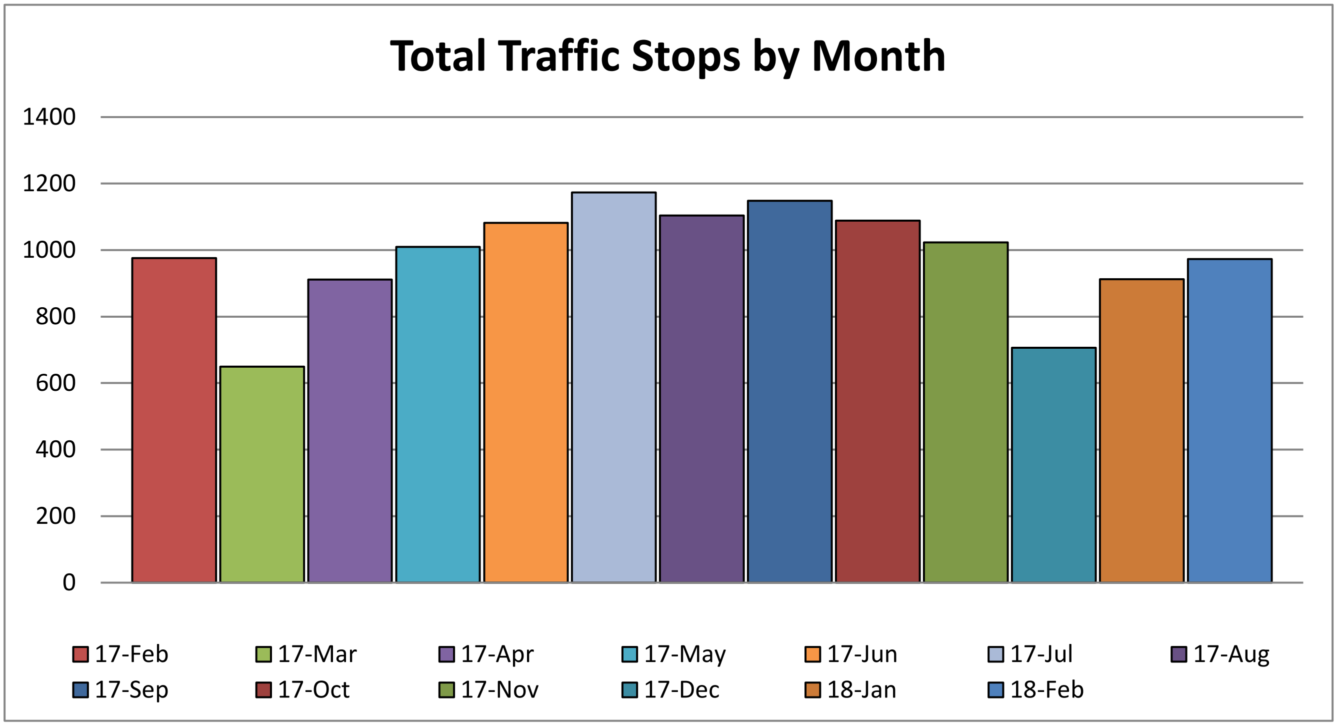
Traffic Stops by Day of Week

Day:	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec	18-Jan	18-Feb
Sunday	150	69	136	137	152	148	107	123	164	95	101	107	99
Monday	129	69	102	143	149	199	153	142	138	157	94	118	142
Tuesday	109	89	154	145	174	182	177	123	225	156	102	147	162
Wednesday	137	83	113	165	150	176	153	142	128	210	78	105	145
Thursday	130	106	125	126	197	120	180	156	122	142	96	153	113
Friday	170	138	108	144	144	165	187	279	178	152	114	123	141
Saturday	151	96	173	150	116	183	147	183	134	111	121	159	171
TOTAL	**976**	**650**	**911**	**1010**	**1082**	**1173**	**1104**	**1148**	**1089**	**1023**	**706**	**912**	**973**



Traffic Stops by Hour of the Day

Hour:	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec	18-Jan	18-Feb
0	40	32	46	53	57	50	67	71	60	50	47	40	44
1	35	17	29	40	25	32	31	47	30	28	20	24	31
2	18	12	14	29	22	24	15	30	21	21	19	18	23
3	15	9	10	12	18	11	11	16	21	7	11	11	13
4	6	5	10	8	10	6	6	8	13	7	6	9	7
5	6	5	3	4	2	1	6	3	2	5	3	9	13
6	17	7	22	29	21	39	28	17	19	23	19	32	31
7	59	34	59	65	78	52	63	67	72	64	47	34	22
8	62	47	52	73	108	75	69	79	93	84	55	34	25
9	55	30	50	52	105	76	54	53	66	69	21	46	52
10	80	64	91	83	89	93	65	92	85	100	54	58	62
11	50	34	53	44	42	61	35	45	57	67	28	35	34
12	53	38	58	32	43	45	48	45	37	55	25	19	23
13	48	50	65	51	52	73	86	66	59	34	37	44	53
14	44	38	54	54	53	74	77	68	59	59	52	40	69
15	34	18	48	36	45	51	40	59	56	57	30	33	41
16	22	14	22	22	43	23	51	48	26	24	13	18	24
17	22	12	24	31	38	25	31	17	19	18	8	20	13
18	61	27	34	58	56	82	49	49	38	45	41	115	77
19	47	37	42	53	46	67	43	56	58	32	40	99	97
20	27	9	11	29	13	23	29	26	34	17	22	20	32
21	44	18	9	17	14	24	44	26	28	24	13	41	31
22	60	48	40	58	46	94	83	78	63	59	42	51	73
23	71	45	65	77	56	72	73	82	73	74	53	62	83
TOTAL	**976**	**650**	**911**	**1010**	**1082**	**1173**	**1104**	**1148**	**1089**	**1023**	**706**	**912**	**973**


Total Traffic Stops by Month
1400
1200
1000
800
600
400
200
0
17-Feb
17-Mar
17-Apr
17-May
17-Jun
17-Jul
17-Aug
17-Sep
17-Oct
17-Nov
17-Dec
18-Jan
18-Feb

Westfield Police Department
Community Events
February 2018

2/9/18 We LOVE Books Day at Maple Glen Elementary School – Officer Larrison

2/10/18 Maple Glen Winter Carnival – Officers Tribbett and Henriquez

2/13/18 Coffee with A COP

2/16/18 Breakfast with a COP – Days A

2/27/18 Internet and Drug Safety for WMI & WIS – Officer Dougherty

2/27/18 Breakfast with A COP – Officer Martin

Westfield Police Department
Monthly Training Summary
February 2018

2/1/18 Forensic Firearms and Trace Evidence – Criminalist Kautzman

2/1/18 Monthly K9

2/8/18 Monthly ESU

2/18-22/1/ Departmental Defensive Tactics

2/19-23/18 IMPD Leadership Academy – Officers Swiatkowski, Nichols and Harrell

2/26/18 SFST Instructor Refresher – Officer Harrell

2/27/18 SFST Instructor Refresher – Officer Gehlhausen

2/26-3/1/18 Departmental CPR

CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services ("Vendor Contract") is made and entered into as of the 28th day of March 2018, by and between City of Westfield ("Contracting Party") and Chad's Signs and Installations ("Vendor").

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

A. **Basic Terms**. This Vendor Contract is on the following basic terms and conditions:

(a) Goods and/or services provided by Vendor: (See Exhibit B attached hereto and made a part hereof).

(b) Location: Grand Park and various thoroughfare streets throughout Westfield, Indiana 46074 (the "City Property")

(c) Date by which the Services shall be completed: To start March 28, 2018 and complete by August 31, 2018 (the "Completion Date").

(d) Purchase Price: One Hundred Sixty Eight Thousand Five Hundred Ninety Six Dollars and 31/100, $168,596.31 (see Proposal dated 03-20-18 - Exhibit B).

(e) Liquidated Damages shall be assessed at $500.00 per day for each day work is not complete after the specified completion dates.

(f) The Contracting Party provides two payment options to vendors for payment of approved invoiced amounts. They are as follows:

a. Option #1: Traditional – Invoices shall be payable within forty-five (45) days following Contracting Party's receipt and approval of an invoice at the address specified below.

b. Option #2: Preferred – Invoices are payable within 7 days following Contracting Party's receipt and approval of an invoice at the address specified below if vendor accepts MasterCard.

(g) The Contract Documents include:
a. This Goods and Services agreement
b. "Contract and Specifications for Westfield Wayfinding Project" dated February 26, 2018 inclusive of all sections and appendixes.
c. Addendum #1 Dated March 16, 2018

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

(h) Addresses:

If to Contracting Party (other than Invoices):	Invoice Address:
City of Westfield Department of Public Works Attn: Jeremy Lollar 2706 East 171st Street Westfield, Indiana 46074	jlollar@westfield.in.gov w/ CC to ap@westfield.in.gov or City of Westfield Attn: Accounts Payable 2728 East 171st Street Westfield, Indiana 46074

If to Vendor:

Chad's Signs and Installation, Inc.
555 Park 32 West Dr.
Westfield, IN. 46062

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

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

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

CONTRACT TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

10. **REQUIRED INSURANCE AND INDEMNIFICATION**:

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

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

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

(b) The insurance shall be procured from companies authorized to do business in the state of Indiana. Except as otherwise expressly set forth herein, coverage shall be on an occurrence basis. All insurance procured or maintained by Vendor on which the Contracting Party is an additional insured, shall be primary. Any insurance maintained by Contracting Party shall be considered excess and non-contributory. Vendor shall permit Contracting Party to examine the actual policies upon request at the Vendor's offices where the policy is stored.

(c) A Certificate of Insurance acceptable to Contracting Party shall be submitted to Contracting Party prior to commencement of any work hereunder, including, without limitation, a certificate issued by the Industrial Board or other appropriate agency in the State of Indiana showing that the Worker's Compensation and other employee benefit insurance is in full force and effect. Each insurer shall possess an A.M. Best's rating of no less than A-VIII as of inception of this Contract. The Certificate of Insurance shall contain a provision that coverage shall not be canceled unless at least thirty (30) days' prior written notice has been given to Contracting Party. The Certificate of Insurance shall name the Contracting Party as an additional insured with respect to all but the Worker's Compensation, Employee Liability, and Professional Liability coverage. The additional insured endorsement shall state that coverage is afforded the additional insured as primary and non-contributory. In addition, each Certificate of Insurance shall provide that the Certificate Holder is the Contracting Party, c/o City of Westfield. Vendor shall not have earned any fees nor be due any payments hereunder unless and until such Certificate of Insurance is received by Contracting Party.

(d) Vendor shall indemnify and hold harmless Contracting Party, and its employees from and against any and all liability, claim, damage, loss or expense (including, without limitation, court costs and reasonable attorneys' fees) to the extent caused by any negligence of the Vendor, its employees or sub Vendors, in the performance of the services under this contract, but not to the extent arising directly out of the negligence of Contracting Party. This subparagraph (d) shall survive the expiration or termination of this Contract.

(e) Without limiting anything set forth in this paragraph 10, the following additional insurance coverage limits are required for the professional engineering services specifically required by the scope of the contracted goods and services: $1,000,000 per claim and $1,000,000 general aggregate professional liability, with retroactive coverage to the earlier of date of execution of Contract and commencement of any work and coverage for a minimum period of two (2) years after professional services completion.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED this _______ day of __________________, 2018.

Contracting Party:

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

Kate Snedeker, Member

____
Signature

____
Date

J. Andrew Cook, Member

____
Signature

____
Date

Randy Graham, Member

____
Signature

____
Date

Vendor:

Chad's Signs and Installation, Inc.
555 Park 32 West Dr.
Westfield, IN. 46062

____
Signature

____
Printed Name

____
Title

____
Date

EXHIBIT A

Project Rules

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

SITE ACCESS

- General: Vendor/Contractor ("Contractor") shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits.

- Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

- Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to City, City's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

- Schedule deliveries to minimize use of driveways and entrances by construction operations and reduce space and time requirements for storage of materials and equipment on-site.

- Restricted Site Access: The only egress point to and from the Project area shall be as dictated by the City or authorized City's representative. Coordinate work activities in advance.

- All construction personnel will be required to have photo identification with them at all times on the project. All construction personnel shall also carry Vendor identification with them or wear hardhats with company logo and the employee's name visible to determine their site permissions.

- Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise, vibration, odors, or other disruption to occupied areas of the Project, as applicable.

- Notify City(s) not less than five days in advance of proposed disruptive operations. Obtain City(s) written permission before proceeding with disruptive operations.

- Perform work with least possible disturbance to occupants of existing facilities.

- Contractor shall seek approval from City or City representative before beginning any work outside of the approved project limits or area.

- Prior to commencing the Work, the Contractor shall tour the Project site to **examine and record** any existing damage to adjacent site or building improvements to serve as a basis for determination of subsequent damage due to Contractor's operations. Contractor shall submit such report to the City prior to commencing work.

LIMITED CITY OCUPANCY (If Applicable)

- The City and its partners intend to occupy parts of the Project immediately upon completion and when safe access is available. Your work must be coordinated in advance to limit the exposure of construction activities to occupants of the Project.

- Before limited City occupancy of any building, the mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, City will operate and maintain mechanical and electrical systems serving occupied portions of Work.

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

MATERIAL MANAGEMENT PLAN

- ❑ Contractors shall prepare a Site Utilization Plan to be submitted to the City for review and approval.

- ❑ The site use plan shall include but not be limited to the following items:

    - Material storage areas (identify material and ownership).
    - Equipment compounds.
    - Temporary utilities required
    - Trash and waste containers required for environmental disposal of waste.
    - Any other specific items requiring coordination with the City, Project partners or other trade contractors.

- ❑ Safe and protected storage of materials and equipment of the Contractor is the responsibility of the Contractor. All materials stored by the Contractor on the site are to be protected in a manner to not jeopardize their warranty or quality of material finish.

CLEAN UP

- ❑ During the progress of the Work, the Contractor shall keep the site and other areas free from accumulation of waste materials, rubbish and other debris, as provided in the contract. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations in the most environmentally sensitive manner possible. Burial of waste materials, rubbish, and other debris on the site is strictly prohibited.

- ❑ Contractor shall provide daily cleaning of their work areas including sweeping and trash/debris/rubbish removal. Contractor shall be responsible for moving trash to the designated refuse areas for disposal by others.

- ❑ At no time shall a contractor block an egress path without the expressed consent of the City or authorized City representative.

- ❑ At the completion of the Work, the Contractor shall remove from the site all tools, appliances, construction equipment, machinery, trailers, and temporary structures/utilities that they erected as well as surplus materials, rubbish and trash.

WORK HOURS

- ❑ It is the expectation of City that ALL Contractors and subcontractors limit work to normal business working hours, Monday through Friday, unless otherwise required or approved in advance by City.

- ❑ The Work of this Project shall be accomplished during normal working hours and days. Contractors planning to work on weekends or observed holidays must schedule with the authorized Owner agent, no later than 48 hours prior to the anticipated work day.

- ❑ Normal working hours and days are defined as:
    - Mondays through Fridays, 7:00 a.m. to 6:00 p.m. (typical)
    - Weekends (Saturday and Sunday), as scheduled and approved in advance by the City.
    - No work shall be performed on days of normal observance of the following holidays:
        - New Year’s Day
        - Memorial Day
        - Independence Day
        - Labor Day
        - Thanksgiving Day and the Friday following
        - Christmas Day

- ❑ Requests for work on non-normal work days or outside the defined normal working hours of this project, does not constitute an approval of said request and may need to be rescheduled to provide adequate security and supervision as required by Contract.

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

PUBLIC ACCESS AND SAFETY

- Contractor is responsible to provide all safety measures required and implied as necessary to protect all persons on the Project site and all persons and public adjacent to their construction zones. It is not the responsibility of the City to specify measures to be taken.

- Comply with applicable safety and security regulations of all authorities having jurisdiction. These regulations set forth minimum requirements. Contractor shall not reduce his normal safety provisions or ignore safety regulations required by other authorities having jurisdiction where other requirements are more stringent.

- The Contractor shall provide, for coordination, and information, all material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations. Contractors must provide updated and current information as it becomes available.

- In the case of an emergency affecting the safety or protection of persons or the Work or property at the Site or adjacent areas, the Contractor shall act to prevent threat of damage, injury, or loss. The Contractor shall immediately notify the City. Within 24 hours the Contractor shall provide written notification and documentation of the event, indicating if he believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof.

- The Contractor shall designate a qualified, experienced safety representative at the Site.

SITE DECORUM

- Contractor and subcontracted employees shall conduct themselves in a professional manner in all areas of the City.

- Refrain from contact with the general public. When this cannot be avoided, Contractor's and the subcontractor's employees are to be courteous at all times.

- Proper work attire shall be required at all times on the Project. In addition to the required personal protective devices and attire required to perform work safely, all site workers are to wear clothing appropriate for the work that they are performing. Clothing with inappropriate language or pictures are strictly forbidden.

- Contractor shall control the conduct of its employees so as to prevent unwanted interaction initiated by Contractor's employees with City/Project personnel, public, other contractors and their employees, or other individuals, in the vicinity of the project site. In the event that any Contractor employee initiates such unwanted interaction, or utilizes profanity, Contractor shall, either upon request of the City or on its own initiative, replace said employee with another of equivalent technical skill, at no additional cost to the City.

- No radios, other than two-way communication type, will be allowed on the Project site.

- Smoking or the use of any tobacco products (including chew and snuff) is **NOT ALLOWED** on the Project or any City-owned properties.

- Water is allowed in Project buildings however ALL other beverages and food are only permitted in designated break areas.

- Use of any controlled substances on City's property is not permitted.

- No alcoholic beverages, illegal drugs, controlled substances or firearms of any kind are permitted on the construction site. Any persons found on the site with such in their possession will be escorted from the premises and not permitted to return.

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

PARKING

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

UTILITY COORDINATION

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

USE OF ROADWAYS AND PATHS

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

- Access onto any athletic field at Sports Campus at Grand Park or onto any City owned property with irrigation installed is strongly discouraged. Contractor shall protect all playing surfaces and site utilities that could be compromised by the construction activities of the Contractor.

- Truck staging is not allowed on any City street surrounding the Project.

- Promptly clean all public right-of-ways should dirt or other debris from site be deposited on roads and streets by the Contractor or vehicles used to deliver or conduct the scope of this agreement.

- It is the responsibility of ALL Contractors to provide flag person(s) at pedestrian crossings of construction equipment at right of ways or pedestrian paths one hundred percent of the time such equipment is operating.

TRAFFIC CONTROL

- Provide temporary traffic control barriers to ensure safety of all persons and property.

- Contractor shall provide all flag person(s) necessary to maintain vehicular and pedestrian traffic affected by deliveries and work performed under their scope. All flag person(s) shall be certified through the union hall or other body having the authority to provide this training.

- Contractor shall provide traffic control for vehicular traffic leaving and entering the site.

CRANES & HOISTING

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

TEMPORARY SHORING AND BRACING

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

TEMPORARY BARRICADES

- Provide temporary barricades as necessary for the execution of the work. Maintain barricades in a clean and neat condition until no longer required and removal is approved or requested.

- Provide temporary barriers or partitions as required to protect any project workers or the general public from injury due to work of this project, and to protect adjacent areas of the project from spread of dust or dirt.

- When Work involves modification to an existing egress corridor within an existing building, the Contractor shall provide temporary barricades as necessary, constructed in a manner that maintains the fire resistive integrity of the affected corridor(s). Construction and placement of the barricades shall be approved by the City project representative and the authority having jurisdiction.

CONSTRUCTION SIGNAGE

- Advertising Signage: The use of Contractor/subcontractor advertising signage is strictly prohibited.

- No ground-mounted signage is allowed on the project site without the expressed written consent of the City.

- Signage is authorized on construction trailers and corporate-owned equipment and vehicles. Such signage cannot exceed 6’ by 4’ (24 square feet) in size. Trailers in violation shall be removed from the site by the Contractor and the Contractor shall have the site storage privileges revoked

- Signage to be fabricated from new materials and constructed from materials able to withstand construction use/abuse and exposure based upon its proposed installation location for its intended use.

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

TEMPORARY FACILITIES

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

RUBBER TIRED EQUIPMENT

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

REMOVAL OF TEMPORARY FACILITIES

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

VIOLATIONS

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

GENERAL SAFETY PRECAUTIONS

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

- All electrical service shall be properly protected with a GFCI, including the use of extension cords on permanent power.

- Eye protection shall be worn at all times when cutting, grinding, chipping, drilling or using power actuated tools.

- Safety manuals and MSDS sheets must be turned in to the assigned City representative prior to commencing work on site. These manuals are still to be maintained by the Contractor on site for use and reference by any authority having jurisdiction.

- The City of Westfield is a "Safe City". In the event of an accident or near-miss, the employees involved may be required to perform a drug and alcohol screening prior to being able to continue working on site.

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

EXHIBIT B

See attached Proposal dated March 20, 2018

SECTION 3

PROPOSAL

CITY OF WESTFIELD, INDIANA

Westfield Wayfinding Project

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

Pursuant to the published "Advertisement for Bids", the undersigned has investigated the conditions affecting the cost of the proposed Westfield Wayfinding Project and having examined the site and understanding the requirements set forth in the Contract Documents, hereby proposes to provide and furnish all labor, materials, tools, equipment and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the above work as required by said Contract Documents, including any and all addenda now on file in the Westfield Public Works office, City of Westfield, Indiana.

The project generally includes fabrication and installation of specialized wayfinding signage throughout the City of Westfield. The project will be separated into two phases in order to meet specific completion dates. Phase 1 will include the Grand Park Kiosk signage. Phase 2 will include all other signage.

The project will be awarded to the lowest and most responsible bidder based on the combined total base bid as selected by the Owner. The program will be located throughout the Westfield corporate limits.

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

Schedule – The undersigned agrees to be complete with Phase 1 by June 27, 2018, and Phase 2 by August 31, 2018. The Notice to Proceed will be issued within 15 days of bids receipt in order to maximize the contractor's schedule. If work is not completed by the specified dates above, liquidated damages will be assessed at $500.00 per day.

Bidder acknowledges the schedule of this contract (initial): _______

The remainder of this page is intentionally left blank

* see spreadsheet

BASE BID ITEMIZED PROPOSAL

PAY ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	CONSTRUCTION ENGINEERING	LS	1	$ 300	$ 300
2	MOBILIZATION AND DEMOBILIZATION	LS	1	$ —	$ —
3	WAYFINDING SIGN, 01	EA	1	$ 2867.84	$ 2867.84
4	WAYFINDING SIGN, 02	EA	1	$ 2872.25	$ 2872.25
5	WAYFINDING SIGN, 03	EA	1	$ 2748.06	$ 2748.06
6	WAYFINDING SIGN, 04	EA	1	$ 2680.49	$ 2680.49
7	WAYFINDING SIGN, 05	EA	1	$ 2748.06	$ 2748.06
8	WAYFINDING SIGN, 06	EA	1	$ 2680.49	$ 2680.49
9	WAYFINDING SIGN, 07	EA	1	$ 2680.49	$ 2680.49
10	WAYFINDING SIGN, 08	EA	1	$ 2680.49	$ 2680.49
11	WAYFINDING SIGN, 09	EA	1	$ 2680.49	$ 2680.49
12	WAYFINDING SIGN, 10	EA	1	$ 2680.49	$ 2680.49
13	WAYFINDING SIGN, 11	EA	1	$ 2680.49	$ 2680.49
14	WAYFINDING SIGN, 12	EA	1	$ 2680.49	$ 2680.49
15	WAYFINDING SIGN, 13	EA	1	$ 2680.49	$ 2680.49
16	WAYFINDING SIGN, 14	EA	1	$ 2680.49	$ 2680.49
17	WAYFINDING SIGN, 15	EA	1	$ 2680.49	$ 2680.49
18	WAYFINDING SIGN, 16	EA	1	$ 2680.49	$ 2680.49
19	WAYFINDING SIGN, 17	EA	1	$ 2680.49	$ 2680.49
20	WAYFINDING SIGN, 18	EA	1	$ 2680.49	$ 2680.49
21	WAYFINDING SIGN, 19	EA	1	$ 2680.49	$ 2680.49
22	WAYFINDING SIGN, 20	EA	1	$ 2680.49	$ 2680.49
23	WAYFINDING SIGN, 21	EA	1	$ 2680.49	$ 2680.49
24	WAYFINDING SIGN, 22	EA	1	$ 1653.25	$ 1653.25
25	WAYFINDING SIGN, 23	EA	1	$ 2680.49	$ 2680.49
26	WAYFINDING SIGN, 24	EA	1	$ 1653.25	$ 1653.25

see spread sheet

27	WAYFINDING SIGN, 25	EA	1	$ 1653.25	$ 1653.25
28	WAYFINDING SIGN, 26	EA	1	$ 2680.49	$ 2680.49
29	WAYFINDING SIGN, 29	EA	1	$ 2893.21	$ 2893.21
30	WAYFINDING SIGN, 30	EA	1	$ 2964.21	$ 2964.21
31	WAYFINDING SIGN, 31	EA	1	$ 2748.06	$ 2748.06
32	WAYFINDING SIGN, 32	EA	1	$ 1712.25	$ 1712.25
33	WAYFINDING SIGN, 33	EA	1	$ 1690.12	$ 1690.12
34	WAYFINDING SIGN, 34	EA	1	$ 2700.89	$ 2700.89
35	WAYFINDING SIGN, 35	EA	1	$ 2700.89	$ 2700.89
36	WAYFINDING SIGN, 36	EA	1	$ 2748.06	$ 2748.06
37	WAYFINDING SIGN, 38	EA	1	$ 2680.49	$ 2680.49
38	WAYFINDING SIGN, 39	EA	1	$ 2680.49	$ 2680.49
39	WAYFINDING SIGN, 40	EA	1	$ 2680.49	$ 2680.49
40	WAYFINDING SIGN, 41	EA	1	$ 1717.73	$ 1717.73
41	WAYFINDING SIGN, 42	EA	1	$ 1704.30	$ 1704.30
42	WAYFINDING SIGN, 43	EA	1	$ 1641.19	$ 1641.19
43	WAYFINDING SIGN, 44	EA	1	$ 1653.25	$ 1653.25
44	WAYFINDING SIGN, 45	EA	1	$ 1674.94	$ 1674.94
45	WAYFINDING SIGN, 46	EA	1	$ 1720.10	$ 1720.10
46	WAYFINDING SIGN, 47	EA	1	$ 1671.41	$ 1671.41
47	WAYFINDING SIGN, 48	EA	1	$ 1922.03	$ 1922.03
48	WAYFINDING SIGN, 49	EA	1	$ 1922.03	$ 1922.03
49	WAYFINDING SIGN, 50	EA	1	$ 1922.03	$ 1922.03
50	WAYFINDING SIGN, 51	EA	1	$ 1696.54	$ 1696.54
51	WAYFINDING SIGN, 52	EA	1	$ 1696.54	$ 1696.54
52	WAYFINDING SIGN, 53	EA	1	$ 1671.41	$ 1671.41
53	WAYFINDING SIGN, 54	EA	1	$ 2680.49	$ 2680.49
54	GRAND PARK KIOSK, VERSION 1	EA	4	$ 2133.24	$ 8532.94

*see spreadsheet

~~54~~ 55	GRAND PARK KIOSK, VERSION 2	EA	3	$ 2133.24	$ 6399.71
~~55~~ 56	GRAND PARK KIOSK, VERSION 3	EA	5	$ 2133.24	$ 10666.18
~~56~~ 57	GRAND PARK KIOSK, VERSION 4	EA	4	$ 2133.24	$ 8532.94
~~57~~ 58	GRAND PARK KIOSK, VERSION 5	EA	5	$ 2133.24	$ 10666.18
~~58~~ 59	MAINTENANCE OF TRAFFIC	LS	1	$ ~~[illegible]~~	$ 2880 —
				2880.—	
				Total	$ 168,596.31

Base Bid Amount in words for Westfield Wayfinding Project:

One Hundred Sixty Eight Thousand Five Hundred Ninty Six Dollars and 31 /100

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

Items to Note—

Line 1. Engineering construction cost is an average hourly rate. We can you the city's preferred engineering company.

Line 58 isactual Line 59—

MOT — Our rate is for the WPD OffDuty officers to help with traffic control. or I have included a bid from Gridlock if you rather you a company.

All Items are bid to spec using required materials.

Attachment 1

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

A6: There is an error on page 8 of the design specifications document. Specifically it says "Post to be 3-1/2" SCH 40 (4.00OD) ASTM A53, Type E, Structural Steel Pipe with Break Safe Model AP4". All kiosk style signs (signs numbered A-X) are to be bid as direct bury signs. Therefore <u>Break Safe Model AP4 are not required and should not be included in the bid total for signs A-X</u>.

Should you desire to submit a bid, please do so on the basis of the information set out above.

Jeremy Lollar
City of Westfield
Email: jlollar@westfield.in.gov
Phone: 317-804-3195

PLEASE ACKNOWLEDGE THIS CONTRACT ADDENDA IN THE CONTRACT DOCUMENTS WITHIN THE PROPOSAL BEFORE SUBMITTING YOUR BID.

Chad's signs & Installations has followed all changes as listed.

3/19/18

Attachment 2

The Affidavit of Employee Status shall be signed and notarized.

AFFIDAVIT OF EMPLOYEE STATUS

Re: Project – Westfield Wayfinding Project

WHEREAS, the City of Westfield, Hamilton County, Indiana, hereinafter referred to as the "City" is in the process of construction work on the Westfield Wayfinding Project, hereinafter referred to as the "Project";

WHEREAS, Chad's Signs and Installation, Inc., hereinafter referred to as the "Vendor", is the general contractor of the above reference project; and

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

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

________________________________	________________________________
Signature:	Signature:
________________________________	________________________________
Printed Name:	Printed Name:

STATE OF INDIANA:

SS:

COUNTY OF :

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

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

____

Signature

____

Printed Name

My Commission expires _________________________________

I am a resident of _______________________________________ County.

CITY OF WESTFIELD BY:

____

Jeremy Lollar, Director of Public Works

STATE OF INDIANA:

SS:

COUNTY OF HAMILTON:

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

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

____

Signature

____

Printed Name

My Commission expires _________________________________

I am a resident of _______________________________________ County.

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

Attachment 2

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

Invoice Date:	
Invoice or App Number:	

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

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

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

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

ROAD IMPACT FEE INSTALLMENT AGREEMENT

Cross Referenced to Instrument No. [property deed]

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

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

Address: 19317 Westmore Lane, Westfield, Indiana 46074
Parcel No: 08-05-25-00-01-001.000

Section 2. **Improvement Location Permit No.:** 18-C-_-_____ (the "ILP").

Builder/Contractor: __________________

Section 3. **Statement of Terms**:

A. As part of the development of the Real Estate, road impact fees are required to be paid to the City by the Property Owner. In accordance with City Ordinance 12-13, the City assessed a road impact fee of **$366,425** on March 2, 2018, attached hereto as **Exhibit B** (18-RIFA-02) (the "Assessed Road Impact Fee"), as part of the Property Owner's filed ILP for the Real Estate.

B. Pursuant to I.C. 36-7-4-1324 the City agrees to installment payments of the Assessed Road Impact Fees as set forth herein.

C. Prior to the issuance of the ILP, the Property Owner agrees to tender five-thousand dollars ($5,000.00) or five percent (5%), whichever is greater.

D. The Property Owner agrees to make installment payments to the City for the remaining Assessed Road Impact Fee on or before the dates set forth below. The remaining amounts shall be due in equal payments beginning March 1, 2019, and every year thereafter, in accordance with the following:

Issuance of ILP:	$18,321.25
March 1, 2019:	$69,620.75
March 1, 2020:	$69,620.75
March 1, 2021:	$69,620.75
March 1, 2022:	$69,620.75
March 1, 2023:	$69,620.75
Total Road Impact Fee:	$366,425.00

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

<u>Section 4.</u> **Binding on Successors and Assigns**:

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

<u>Section 5.</u> **Effective Date**:

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

<u>Section 6.</u> **Recording**:

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

<u>Section 7.</u> **Enforcement**:

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

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

KPM Hotel Group, LLC (the "Property Owner")

By: ___________________________

Printed Name: __________________

Title: _________________________

Date: _________________________

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

____
SIGNATURE OF NOTARY PUBLIC

State of ___________, County of __________, SS:

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

Printed Name of Notary Public ____________________________

My Commission Expires _______________________________

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

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

Board of Public Works & Safety LLC (the “City”)

By: ___________________________

Printed Name: __________________

Title: _________________________

Date: _________________________

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

____
SIGNATURE OF NOTARY PUBLIC

State of ___________, County of __________, SS:

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

Printed Name of Notary Public ____________________________

My Commission Expires _______________________________

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

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

EXHIBIT A
REAL ESTATE

EXHIBIT B
ASSESSED ROAD IMPACT FEE

ROAD IMPACT FEE ASSESSMENT

Assessment Request #: 18-RIFA-02
Assessment Request Date: 03/02/18
Assessment Date: 03/02/18
Assessment Performed by: Matt Skelton
(I.C. 36-7-4-1321 and City Ordinance No. 12-13)

CITY OF Westfield INDIANA

Property Information:

Property Description:	**Applicant Information:**
Parcel: 08-05-25-00-01-001.000	Name: Springhill Suites
Address: 19317 Westmore Ln	Address:
Westfield, Indiana 46074	
Chatham Commons PUD District (Ord. 17-03)	Contact:

Development Information:

Existing:	**Proposed:**
Undeveloped/Vacant	150 room hotel
Chatham Commons PUD District (Ord. 17-03)	3 acres
	14,350 square feet +/-

Road Impact Fee Calculation:

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

Land Use Code:	Hotel (310)				
Independent Variable:	150	Rooms			
Weighted Trip Average:	8.17	per	1	Rooms	(average weekday 24-hour trip rate)

Trips:

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

Pass-by Trips:

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

Calculation:

	Rooms		Variable		Trip Average			
Trips:	150	/	1	x	8.17	=	1,225.50	24-hour trips
Pass-by Trips:			Average pass-by trip percentage:				0%	pass-by trip reduction %
							0.00	pass-by trips
Credits:			No structure demolition is proposed:				0.00	structure demolition credits
					Total net trips:		**1,225.50**	**24-hour trips**

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

Road Impact Fee Assessment:

24-hour trips		fee per trip		road impact fee		pass-by trip discount		redevelopment credits		**Total Road Impact Fee:**
1,225.50	x	$ 299	=	$ 366,425	-	$ -	-	$ -	=	$ 366,425

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

CITY OF
Westfield
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Board of Works
Andy Cook
Randy Graham
Kate Snedeker

Clerk Treasurer
Cindy J. Gossard

Public Works Department

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

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

Memorandum

To: Westfield Board of Public Works & Safety

Date: March 28, 2018

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 primary focus has been on pot hole and shoulder repair. We recently experienced two spring snow events, which were managed appropriately. In the coming weeks we will begin shoulder grading and installing shoulders. Our annual crack seal program will also get underway very soon.

Park Maintenance

The gaga pit and concrete pad for the fitness park have been installed in Asa Bales. The remainder of the Asa playground equipment has been removed, and the area has been prepped for installation of the new playground.

Notable changes since 2/28/18

1. Westfield Boulevard Extension (West Access Rd.)

The landscape package is being finished, and the project is in the close out stage.

2. 186th and Spring Mill Roundabout

This is a federally funded intersection improvement project located at the intersection of 186th and Spring Mill Rd. The RAB portion of the project is complete and open to traffic. The remainder of the project will be completed in spring/summer of 2018.

3. Monon 7

This is a trail connection project that extends the Monon trail from 191st to 216th. This is the final piece of trail that will connect Westfield to Sheridan. Construction is underway. The contractor has begun clearing trees, and heavy construction will begin in the coming weeks.

4. Towne Road from 156th Street to 166th Street

This project is for sight distance improvements, roadway widening and three culvert replacement projects on Towne Road from 156th to 166th Streets. Right of way clearing and utility relocation have started. Construction activity will continue through the winter, with heavy construction starting in spring and continuing through the summer of 2018.

5. Sleepy Hollow Drainage Improvement

This project is designed to retrofit the Sleepy Hollow and North St. neighborhoods to install the appropriate stormwater infrastructure. The project is nearly 50% complete and will finish by May 31, 2018.

Other Notable Projects

1. Westfield Boulevard Connector (South Poplar Extension)

   - Des. No. awarded from INDOT
   - Funding has been awarded by INDOT
   - Project is currently under design and is on track to begin in summer of 2018.

2. Monon 5

   This is the Monon grade separation project that will construct the Monon bridge over SR 32. This is a federally funded project that is on track to begin construction in summer of 2018.

Public Works Department

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

2706 East 171st Street
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3. Ditch Road South Extension

This project will extend the Ditch Rd. improvements south of SR32 to 171st Street. Project includes added turn lanes and reconstruction of Ditch Rd. south.

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March 28, 2018

Consent Agenda Item:

Performance Bond Acceptance

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

- Lancashire Partners, Suffolk at Oak Manor, Bond #1155152, $149,587.74, Sidewalks
- Lancashire Partners, Suffolk at Oak Manor, Bond #1154936, $72,063.20, Storm Sewer, Erosion Control
- Lancashire Partners, Suffolk at Oak Manor, Bond #1154937, $100,727.14, Curbs & Sidewalks (Streets)
- Lancashire Partners, Suffolk at Oak Manor, Bond #1154938, $292,715.50, Asphalt & Signs
- The Peterson Company, Westfield Business Centre, Bond #30034037, $351,120.00, Storm Sewer
- The Peterson Company, Westfield Business Centre, Bond #30034036, $179,286.80, Streets, Curbs, & ROW Improvements
- The Peterson Company, Westfield Business Centre, Bond #30034035, $26,770.70, Sidewalk & Trail
- The Peterson Company, Westfield Business Centre, Bond #30034038, $11,000.00, Erosion Control
- Grand Communities, Derby Ridge, Section 4, Bond #CMS0328942, $21,803.00, Erosion Control
- Grand Communities, Derby Ridge, Section 5, Bond #CMS0328943, $145,685.00, Pedestrian Bridge & ROW Improvements
- Shelton Cove Development, Shelton Cove, Section 3, Bond #1155637, $24,885.14, Erosion Control
- Shamrock Builders, Bridgewater Marketplace, Bond #6765132, $11,086.90, Erosion Control; replaces Bond #6750709.

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:

- None

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:

- Weihe Construction, Villages of Oak Manor, 4B, Bond #30031863, $1,620.00, Concrete Curb & Gutter
- Johannigman Excavating, Inc., Villages of Oak Manor, 4B, Bond #INC60693, $13,311.60, Storm & Subsurface Drain
- Weihe Construction, Villages of Oak Manor, 4B, Bond #30031862, $210.00, Sidewalk
- Globe Asphalt Paving Co., Villages of Oak Manor, 4B, Bond #9274844, $7,590.00, Aggregate Base Course, Bituminous Binder, Bituminous Surface
- Weihe Construction, Villages of Oak Manor, 4B, Bond #30031861, $1,720.00, Subgrade Treatment

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

Cash In Lieu of Bond

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

- SHSWestfield, LLC, Grand Park Springhill Suites, $905.15, Erosion Control
- Edgerock Development, The Trails of Westfield, Phase One, $6,866.56, Streets & Curbs, Trail, & Erosion Control
- MMSD Westfield, Mini Storage Depot at Westfield, $8,932.50, Storm Sewer, Sidewalk, Trail & Erosion Control

CITY OF
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Public Works
Jeremy Lollar, Director
Phil Sundling, City Engineer
Travis Stetnish, Streets
Chris McConnell, Parks & Trails

Board of Works
Andy Cook
Randy Graham
Kate Snedeker

Clerk Treasurer
Cindy J. Gossard

To: Westfield Board of Public Works & Safety

Date: March 28, 2018

Re: Action Item-Signing Authority

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider granting Jeremy Lollar, Director of Public Works, signing authority for The Trails Access Road Construction Contract between the City of Westfield and Midwest Paving, not to exceed $240,000.

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Kate Snedeker

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Randy Graham

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Andy Cook

Public Works Department

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Cindy J. Gossard

To: Westfield Board of Public Works & Safety

Date: March 28, 2018

Re: Action Item-Signing Authority

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider granting Jeremy Lollar, Director of Public Works, signing authority for the Westfield Gateway Signage Construction Contract, not to exceed $300,000.

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Kate Snedeker

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Randy Graham

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Andy Cook

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To: Westfield Board of Public Works & Safety

Date: March 28, 2018

Re: Action Item-Signing Authority

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider granting Jeremy Lollar, Director of Public Works, signing authority for 2018 Concrete Repair project, not to exceed $160,000.

____
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