



**CITY OF WESTFIELD, IN**  
**Board of Public Works Meeting Agenda\_03\_28\_2013**

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*Thursday, March 28, 2013 at 03:00 PM*

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

**MEETING DATE:** Thursday, March 28, 2013 at 03:00 PM

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

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

**AGENDA ITEMS**

**Meeting Minutes Consideration for Approval**

**Action Item #1: Minutes- January 31, 2013**

**Documents:** [Minutes- 1/31/13](#)

**Presentations**

**None**

**Ordinances and/or Resolutions**

**None**

**Quote Approval**

**None**

**Bid Approval**

**None**

**Construction Standards & Specifications Changes**

**None**

**Performance and/or Maintenance Bond Release**

**Action Item #2:**  
**Springmill Trails Water Main Extension**  
**Essex of Noblesville Section 2**  
**Documents:** [Bond Releases](#)

**Change Orders**  
**None**

**Contracts/Leases**

**Action Item #3: United Consulting for Monon Trail Tunnel, Phase 1**  
**Documents:** [United Consulting for Monon Trail Tunnel, Phase 1](#)

**Action Item #4: VS Engineering- Water & Sewer Installation- Farr Hills & Buena Vista Subdivision**  
**Documents:** [Farr Hills & Buena Vista Subdivision](#)

**Action Item #5: VS Engineering- Water & Sewer Installation- Ridgewood Subdivision**  
**Documents:** [Ridgewood Subdivision](#)

**Agreements and/or Memorandum of Understanding (MOU)**  
**None**

**Consent Agenda**

**Police Dept. Sergeant Promotion of Jeremy Somerville**  
**(No Related Document)**

**Police Dept. Vehicle Lease & Equipment Disposal**  
**Documents:** [Police Dept. Vehicle Lease & Equipment Disposal](#)

**Fire Dept. Vehicle Replacement**  
**Documents:** [Fire Dept. Vehicle Replacement](#)

**Department Reports**

**Fire Dept.**  
**Documents:** [WFD- Jan](#) | [WFD- Feb](#)

**Parks and Recreation**  
**Documents:** [WPRD- Jan](#) | [WPRD- Feb](#)

**Police**  
**Documents:** [WPD- Jan](#) | [WPD- Feb](#)

## **THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY January 31, 2013**

The Westfield Board of Public Works and Safety met on Thursday January 31, 2013 at the Westfield Public Works conference room. Present were Mayor Cook, Mark Heirbrandt, Deputy Clerk-Treasurer Beverly Rawlings and Attorney Brian Zaiger. Mark Heirbrandt called the meeting to order at 3:05 P.M.

Mayor Cook then congratulated Mark on his new appointment as Hamilton County Commissioner.

### Meeting Minutes Consideration for Approval:

Mayor Cook made the motion to approve the January 7, 2013 meeting minutes as presented and this was seconded by Mark Heirbrandt. Vote: Yes-2; No-0. Motion carried.

### Performance and/or Maintenance Bond Releases:

#### *Action Item #2: Approval of the Release of Following Performance Bonds into Maintenance*

Harry Nikides, representing Development/Construction, asked the Board to consider releasing the bonds for the following sections:

- \*Andover Section 5 (Erosion Control, Streets, Water, Sanitary, Storm Monuments)
- \*Brookside Section 4B & C (Sidewalks)
- \*Brookside (Path, Surface, Binder)
- \*Maple Village Section 4B (Streets, Water, Sanitary, Sidewalks)

Public Works Dept. Engineer, Neil VanTrees was available to answer questions.

Mayor Cook moved to release the Performance Bonds into Maintenance and this was seconded by Mark Heirbrandt. Vote: Yes-2; No-0. Motion carried.

### Agreements and/or Memorandum of Understanding:

Action Item #3: Agreement with Platinum Properties LLC-Maple Village, Sec 5 for the off-Site Extension of Water Mains and related Facilities

Harry Nikides presented the Agreement for the Board's consideration which calls for the reimbursement for upsizing the Water Main in Maple Village Sec 5.

Mayor Cook moved to accept the Agreement with Platinum Properties as written and this was seconded by Mark Heirbrandt. Vote: Yes-2; No-0. Motion carried.

### Department Reports:

- Fire Department – Todd Burtron announced that he would be stepping down from his position as Fire Chief in February.
- Parks and Recreation Department – Melody Jones
- Police Department – Joel Rush
- Public Works Department – Harry Nikides

### Board Comments:

Mayor Cook welcomed guest Bill Bryant who was on hand to witness the Bonds Release.

Mark Heirbrandt announced that he will be stepping down from his position on the Board in February. He thanked the Mayor for his Appointment and all in attendance for making him feel welcomed throughout his term.

With no further business the meeting was adjourned at 3:20 P.M.

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Deputy Clerk-Treasurer

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Board of Public Works and Safety

## Performance Bond Release

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

### Performance Bond Release:

- Springmill Trails Water Main Extension (water)
- Essex of Noblesville Section 2 (water)

The Westfield Public Works Development and Construction Division has inspected and approved all infrastructures covered by this performance bond.

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

### Maintenance Bond Acceptance:

The Westfield Public Works Development and Construction Division has inspected and approved all infrastructures covered by these three-year maintenance bonds.

- Springmill Trails Water Main Extension (water)
- Essex of Noblesville Section 2 (water)



## 2013 Vehicle & Equipment Lease

### **Police Department Vehicles**   **Estimate**

|                      |                  |
|----------------------|------------------|
| 2014 Tahoe 4x4       | \$30,000         |
| 2013 Jeep Cherokee   | \$28,000         |
| 2013 Patrol Tahoe    | \$25,500         |
| 2013 Patrol Tahoe    | \$25,500         |
| 2013 Patrol Tahoe    | \$25,500         |
| 2013 Patrol Tahoe    | \$25,500         |
| 2013 Patrol Tahoe    | <u>\$25,500</u>  |
| <b>Vehicle Total</b> | <b>\$185,500</b> |

### **Police Department Equipment**

|                                     |                  |
|-------------------------------------|------------------|
| GETAC laptops w/two mounts (10)     | \$43,540         |
| GETAC spare mounts (3)              | \$1,500          |
| EliteBook laptops w/two mounts (7)  | \$14,945         |
| Tahoe Patrol gun lockers (7)        | \$11,200         |
| Ford SUV weapon console             | \$2,500          |
| Light Bars                          | \$11,375         |
| Visors lights (2)                   | \$1,500          |
| Lights, sirens, consoles            | \$30,000         |
| Installations                       | \$8,000          |
| Radio/siren                         | \$4,800          |
| L3 back seat camera                 | \$700            |
| Prisoner Transport System           | \$1,800          |
| Radars (8)                          | \$12,800         |
| Mobile radios (2)                   | <u>\$7,500</u>   |
| <b>Equipment and Computer Total</b> | <b>\$152,160</b> |

**2013 Lease Total: \$337,660**



## 2013 Vehicle Disposals & Additional Acquisitions

| <b><u>Vehicle Disposals</u></b>             | <b><u>Estimate</u></b> |
|---------------------------------------------|------------------------|
| 2008 Ford 500                               | \$3,000                |
| 2008 Charger #4060                          | \$4,500                |
| 2008 Charger #8556                          | \$4,500                |
| 2008 Charger #0116                          | \$4,500                |
| 2007 Ford CV #7481                          | \$4,250                |
| 2007 Ford CV #5149                          | \$4,250                |
| 2007 Ford Explorer #1881                    | <u>\$6,500</u>         |
| <b>Total 2013 trades</b>                    | <b>\$31,500</b>        |
| <br>                                        |                        |
| <b>2012 Existing trade credit and funds</b> | <b><u>\$23,500</u></b> |
| <b>Anticipated trade credit and funds</b>   | <b>\$55,000</b>        |

### **Additional vehicle acquisitions to be made with trade credit and existing funds:**

|                           |                 |
|---------------------------|-----------------|
| 2013 Ford Interceptor SUV | \$28,683        |
| 2013 Dodge Charger        | <u>\$23,089</u> |
| <b>Total</b>              | <b>\$51,772</b> |



**City of Westfield Fire Department  
Board of Public Works & Safety Report  
January 1<sup>st</sup>- 31<sup>st</sup>, 2013**

**Contact: Chief Todd Burtron  
or Kristen Sparks  
804-3333**

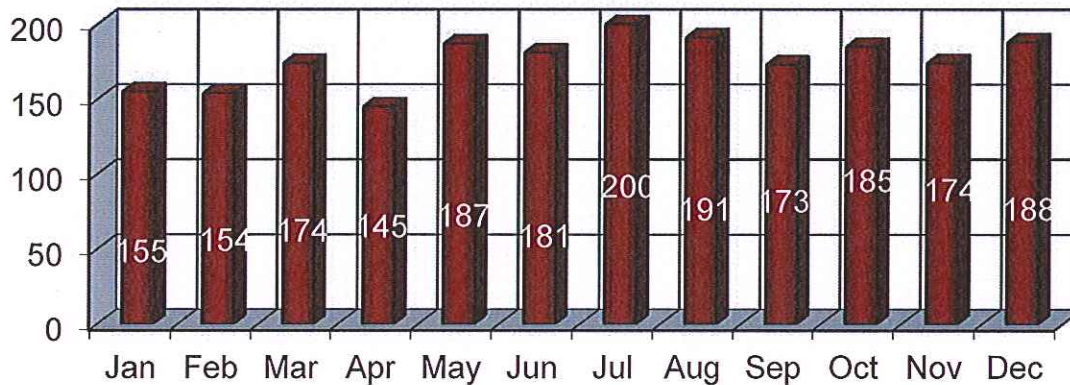


# Westfield Fire Department 2013 Incident Statistics By Fire / Medical Groups

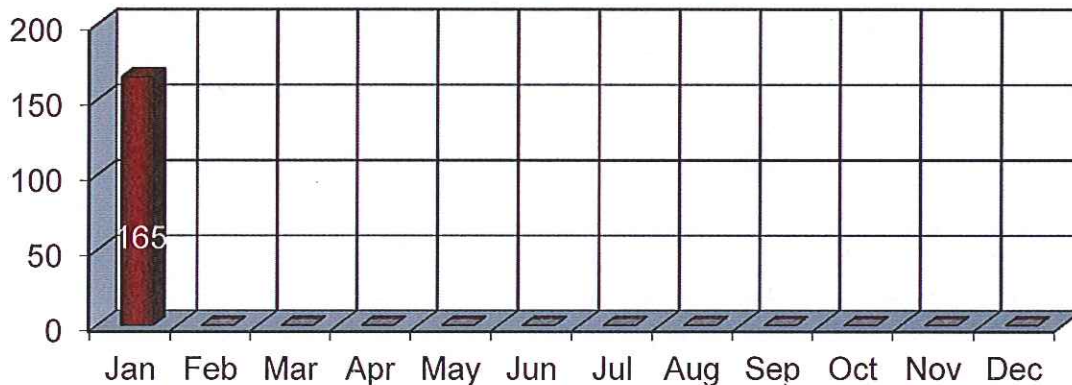


|                             | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |     |       |
|-----------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
| Total WFD Fire Incidents    | 53  |     |     |     |     |     |     |     |     |     |     |     | 53  | 32.1% |
| Total WFD Medical Incidents | 112 |     |     |     |     |     |     |     |     |     |     |     | 112 | 67.9% |
| Total WWFD Incidents        | 165 | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 165 | 100%  |

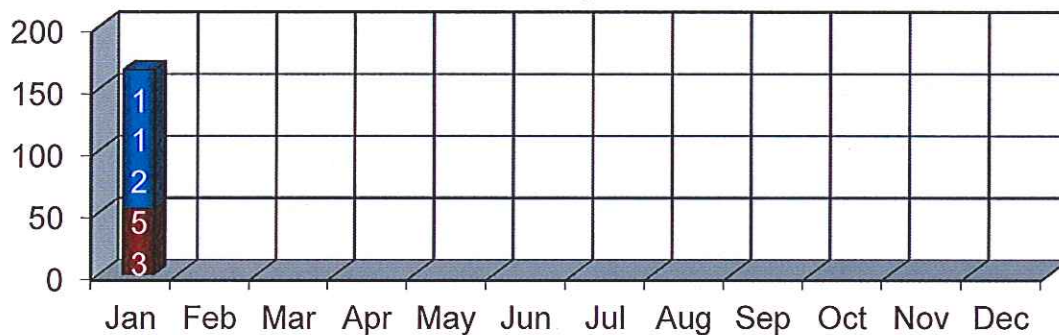
Westfield Fire Department  
2012 Total Incidents



Westfield Fire Department  
2013 Total Incidents



Westfield Fire Department  
2013 Incidents by Fire/Medical



■ Total WFD Fire Incidents ■ Total WFD Medical Incidents

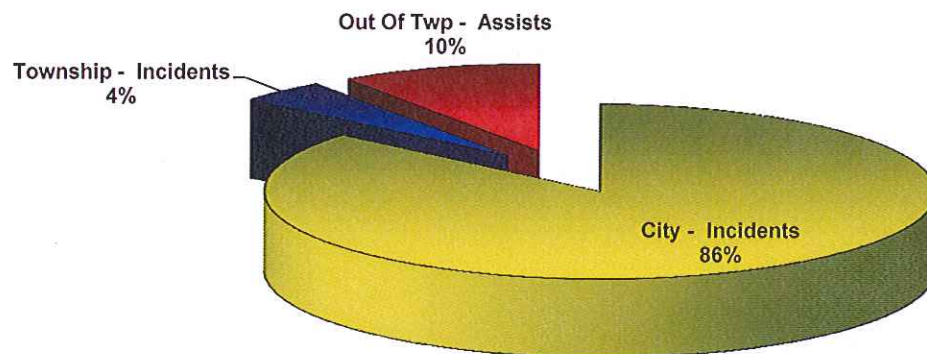


**Westfield Fire Department  
2013 Fire/Medical Incidents  
By Governmental Area**



| <u>2013 Incidents</u> | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Totals | %     |
|-----------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--------|-------|
| City - Incidents      | 142 |     |     |     |     |     |     |     |     |     |     |     | 142    | 86.1% |
| Township - Incidents  | 7   |     |     |     |     |     |     |     |     |     |     |     | 7      | 4.2%  |
| Out Of Twp - Assists  | 16  |     |     |     |     |     |     |     |     |     |     |     | 16     | 9.7%  |

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



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



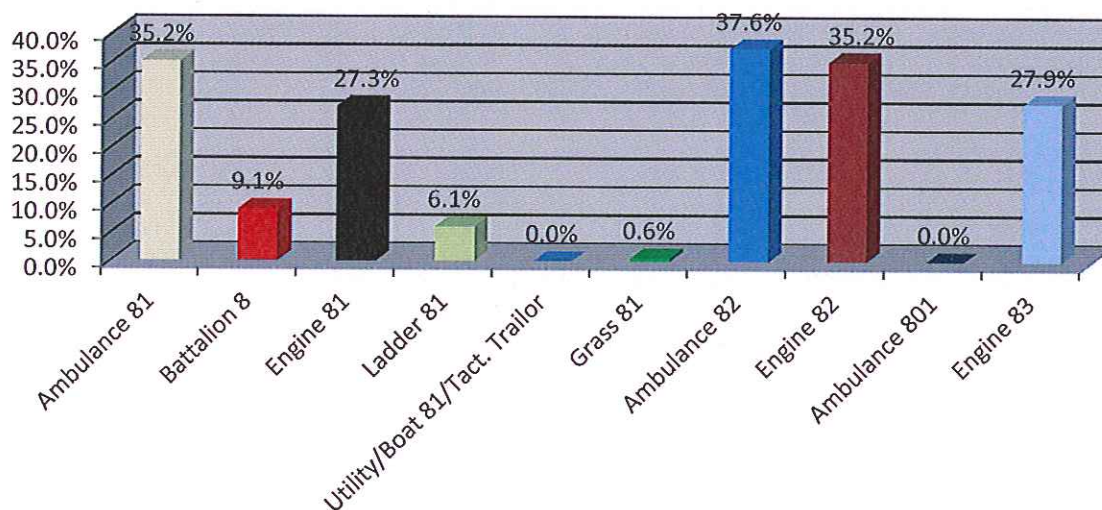
## Westfield Fire Department 2013 Total Apparatus Responses By Unit & Station



| <u>Station 81 Responses</u>   | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Totals | %     |
|-------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--------|-------|
| Ambulance 81                  | 58  |     |     |     |     |     |     |     |     |     |     |     | 58     | 35.2% |
| Battalion 8                   | 15  |     |     |     |     |     |     |     |     |     |     |     | 15     | 9.1%  |
| Engine 81                     | 45  |     |     |     |     |     |     |     |     |     |     |     | 45     | 27.3% |
| Ladder 81                     | 10  |     |     |     |     |     |     |     |     |     |     |     | 10     | 6.1%  |
| Utility/Boat 81/Tact. Trailer | 0   |     |     |     |     |     |     |     |     |     |     |     | 0      | 0.0%  |
| Grass 81                      | 1   |     |     |     |     |     |     |     |     |     |     |     | 1      | 0.6%  |

| <u>Station 82 Responses</u> | Jan | Feb | March | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Totals | %     |
|-----------------------------|-----|-----|-------|-----|-----|-----|-----|-----|-----|-----|-----|-----|--------|-------|
| Ambulance 82                | 62  |     |       |     |     |     |     |     |     |     |     |     | 62     | 37.6% |
| Engine 82                   | 58  |     |       |     |     |     |     |     |     |     |     |     | 58     | 35.2% |
| Ambulance 801               | 0   |     |       |     |     |     |     |     |     |     |     |     | 0      | 0.0%  |
| <u>Station 83 Responses</u> | Jan | Feb | March | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Totals | %     |
| Engine 83                   | 46  |     |       |     |     |     |     |     |     |     |     |     | 46     | 27.9% |

### Westfield Fire Department 2013 Total Apparatus Responses

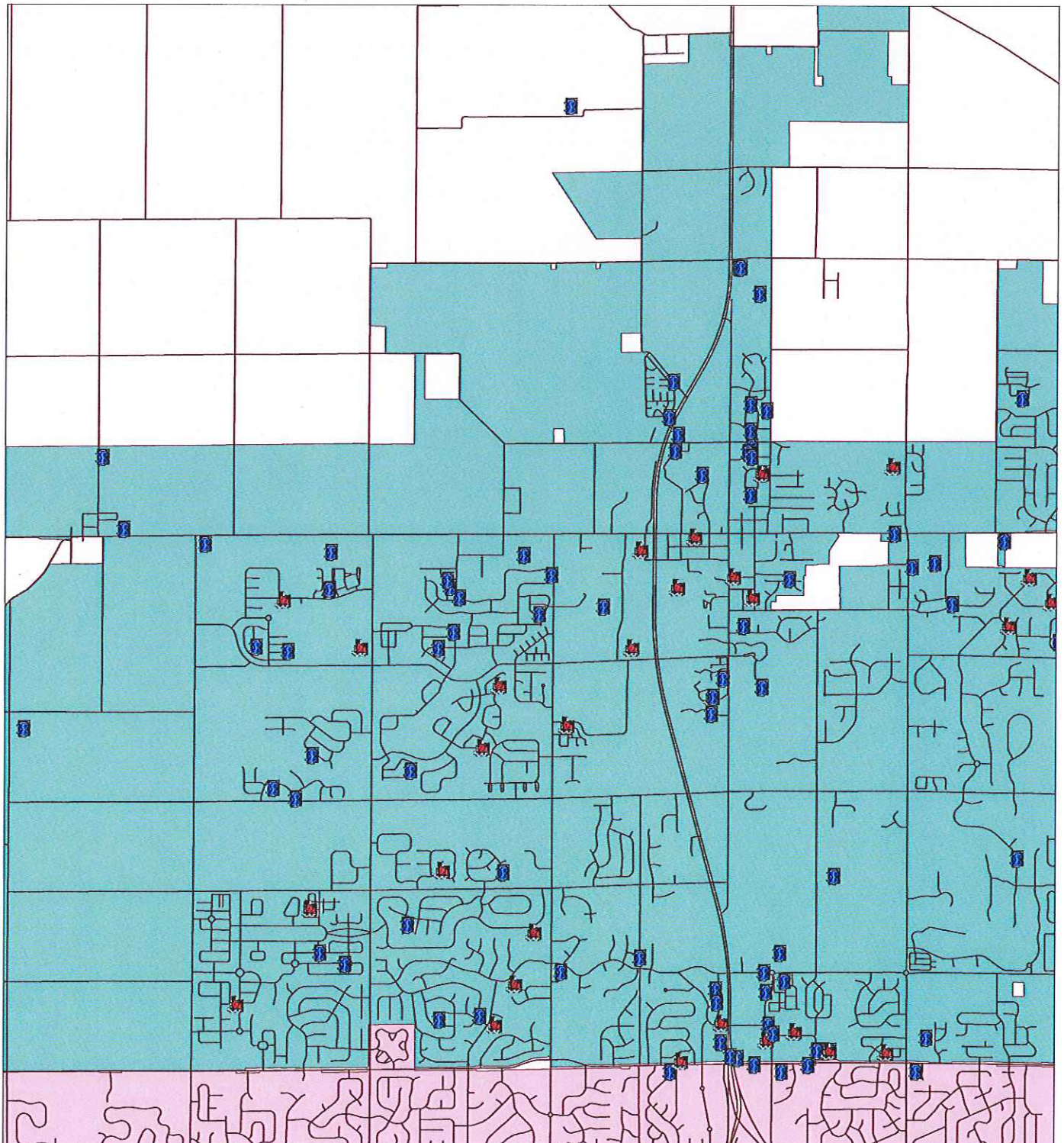


Scale : 1 Inch = 4286 Feet.

Date : 2/12/2013

# NOBLESVILLE COMMUNICATIONS DEPARTMENT

Fire and EMS runs for the month of January



# Westfield Fire Department

## Kristen Custom Report

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

| Incident Type                                            | Count      | Pct of Incidents | Total Est Loss | Pct of Losses |
|----------------------------------------------------------|------------|------------------|----------------|---------------|
| <b>1 Fire</b>                                            |            |                  |                |               |
| 100 Fire, Other                                          | 1          | 0.60%            | \$0            | 0.00%         |
| 116 Fuel burner/boiler malfunction, fire                 | 1          | 0.60%            | \$0            | 0.00%         |
| 151 Outside rubbish, trash or waste fire                 | 1          | 0.60%            | \$0            | 0.00%         |
| 160 Special outside fire, Other                          | 2          | 1.21%            | \$0            | 0.00%         |
|                                                          | <u>5</u>   | <u>3.03%</u>     | <u>\$0</u>     | <u>0.00%</u>  |
| <b>3 Rescue &amp; Emergency Medical Service Incident</b> |            |                  |                |               |
| 300 Rescue, EMS incident, other                          | 2          | 1.21%            | \$0            | 0.00%         |
| 321 EMS call, excluding vehicle accident with            | 95         | 57.57%           | \$0            | 0.00%         |
| 322 Motor vehicle accident with injuries                 | 5          | 3.03%            | \$0            | 0.00%         |
| 323 Motor vehicle/pedestrian accident (MV Ped)           | 1          | 0.60%            | \$0            | 0.00%         |
| 324 Motor Vehicle Accident with no injuries              | 4          | 2.42%            | \$0            | 0.00%         |
| 352 Extrication of victim(s) from vehicle                | 1          | 0.60%            | \$0            | 0.00%         |
|                                                          | <u>108</u> | <u>65.45%</u>    | <u>\$0</u>     | <u>0.00%</u>  |
| <b>4 Hazardous Condition (No Fire)</b>                   |            |                  |                |               |
| 424 Carbon monoxide incident                             | 1          | 0.60%            | \$0            | 0.00%         |
| 461 Building or structure weakened or collapsed          | 1          | 0.60%            | \$0            | 0.00%         |
|                                                          | <u>2</u>   | <u>1.21%</u>     | <u>\$0</u>     | <u>0.00%</u>  |
| <b>5 Service Call</b>                                    |            |                  |                |               |
| 500 Service Call, other                                  | 1          | 0.60%            | \$0            | 0.00%         |
| 510 Person in distress, Other                            | 1          | 0.60%            | \$0            | 0.00%         |
| 531 Smoke or odor removal                                | 2          | 1.21%            | \$0            | 0.00%         |
| 550 Public service assistance, Other                     | 3          | 1.81%            | \$0            | 0.00%         |
| 551 Assist police or other governmental agency           | 12         | 7.27%            | \$0            | 0.00%         |
| 553 Public service                                       | 1          | 0.60%            | \$0            | 0.00%         |
| 554 Assist invalid                                       | 5          | 3.03%            | \$0            | 0.00%         |
|                                                          | <u>25</u>  | <u>15.15%</u>    | <u>\$0</u>     | <u>0.00%</u>  |
| <b>6 Good Intent Call</b>                                |            |                  |                |               |
| 600 Good intent call, Other                              | 1          | 0.60%            | \$0            | 0.00%         |
| 611 Dispatched & cancelled en route                      | 4          | 2.42%            | \$0            | 0.00%         |
| 651 Smoke scare, odor of smoke                           | 2          | 1.21%            | \$0            | 0.00%         |
| 671 HazMat release investigation w/no HazMat             | 3          | 1.81%            | \$0            | 0.00%         |
|                                                          | <u>10</u>  | <u>6.06%</u>     | <u>\$0</u>     | <u>0.00%</u>  |

# Westfield Fire Department

## Kristen Custom Report

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

| Incident Type                                  | Count     | Pct of Incidents | Total Est Loss | Pct of Losses |
|------------------------------------------------|-----------|------------------|----------------|---------------|
| <b>7 False Alarm &amp; False Call</b>          |           |                  |                |               |
| 700 False alarm or false call, Other           | 5         | 3.03%            | \$0            | 0.00%         |
| 730 System malfunction, Other                  | 1         | 0.60%            | \$0            | 0.00%         |
| 731 Sprinkler activation due to malfunction    | 2         | 1.21%            | \$0            | 0.00%         |
| 733 Smoke detector activation due to           | 2         | 1.21%            | \$0            | 0.00%         |
| 740 Unintentional transmission of alarm, Other | 2         | 1.21%            | \$0            | 0.00%         |
| 743 Smoke detector activation, no fire -       | 1         | 0.60%            | \$0            | 0.00%         |
| 745 Alarm system activation, no fire -         | 1         | 0.60%            | \$0            | 0.00%         |
|                                                | <b>14</b> | <b>8.48%</b>     | <b>\$0</b>     | <b>0.00%</b>  |
| <b>8 Severe Weather &amp; Natural Disaster</b> |           |                  |                |               |
| 812 Flood assessment                           | 1         | 0.60%            | \$0            | 0.00%         |
|                                                | <b>1</b>  | <b>0.60%</b>     | <b>\$0</b>     | <b>0.00%</b>  |

Total Incident Count: 165

Total Est Loss:

\$0



**City of Westfield Fire Department  
Board of Public Works & Safety Report  
February 1<sup>st</sup>- 28<sup>th</sup>, 2013**

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

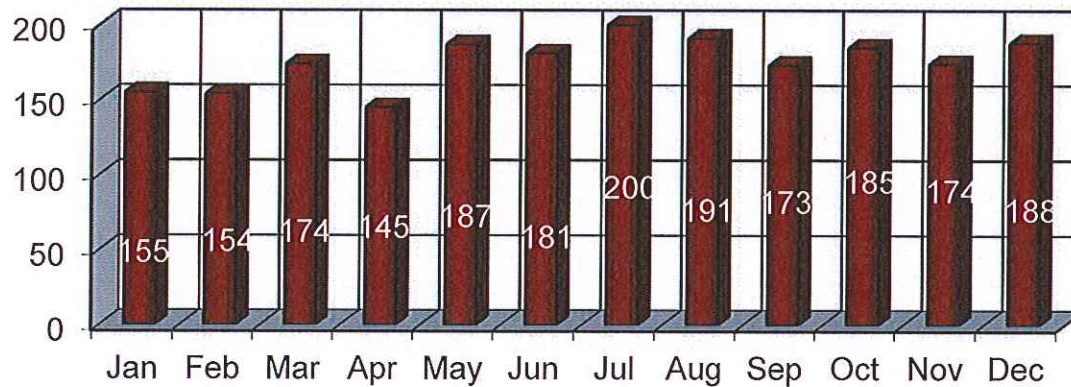


# Westfield Fire Department 2013 Incident Statistics By Fire / Medical Groups

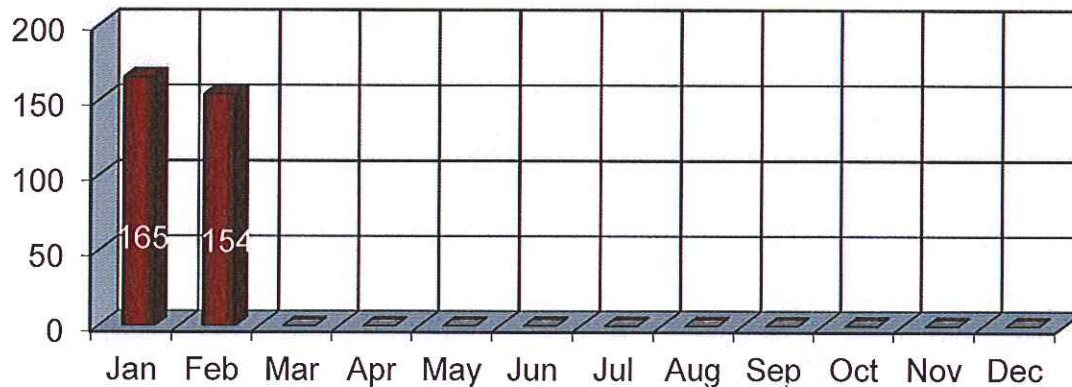


|                             | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |     |       |
|-----------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
| Total WFD Fire Incidents    | 53  | 46  |     |     |     |     |     |     |     |     |     |     | 99  | 31.0% |
| Total WFD Medical Incidents | 112 | 108 |     |     |     |     |     |     |     |     |     |     | 220 | 69.0% |
| Total WWFD Incidents        | 165 | 154 | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 319 | 100%  |

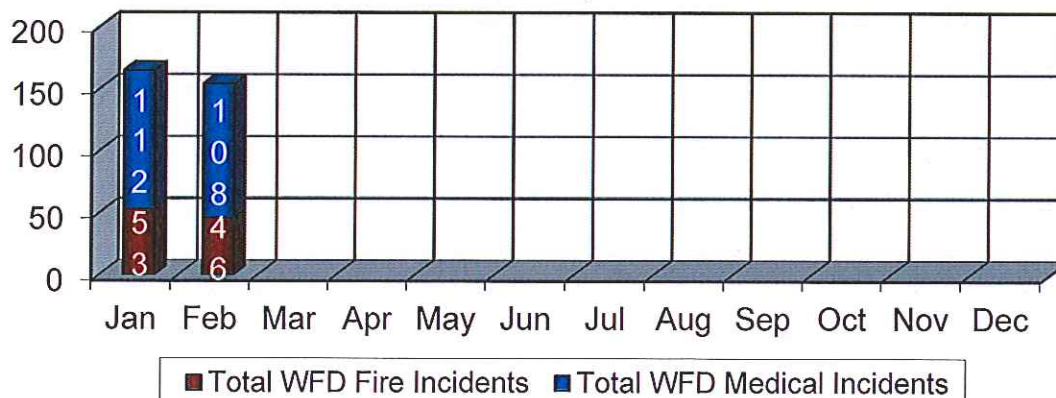
Westfield Fire Department  
2012 Total Incidents



Westfield Fire Department  
2013 Total Incidents



Westfield Fire Department  
2013 Incidents by Fire/Medical



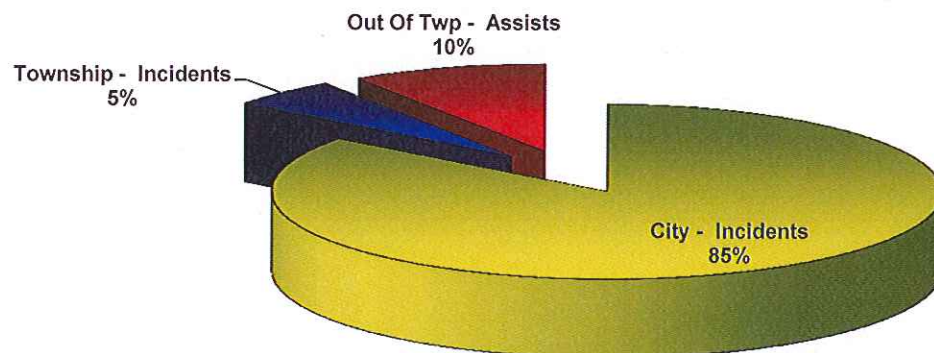


**Westfield Fire Department  
2013 Fire/Medical Incidents  
By Governmental Area**



| 2013 Incidents       | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Scp | Oct | Nov | Dec | Totals | %     |
|----------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--------|-------|
| City - Incidents     | 142 | 130 |     |     |     |     |     |     |     |     |     |     | 272    | 85.3% |
| Township - Incidents | 7   | 10  |     |     |     |     |     |     |     |     |     |     | 17     | 5.3%  |
| Out Of Twp - Assists | 16  | 14  |     |     |     |     |     |     |     |     |     |     | 30     | 9.4%  |

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



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



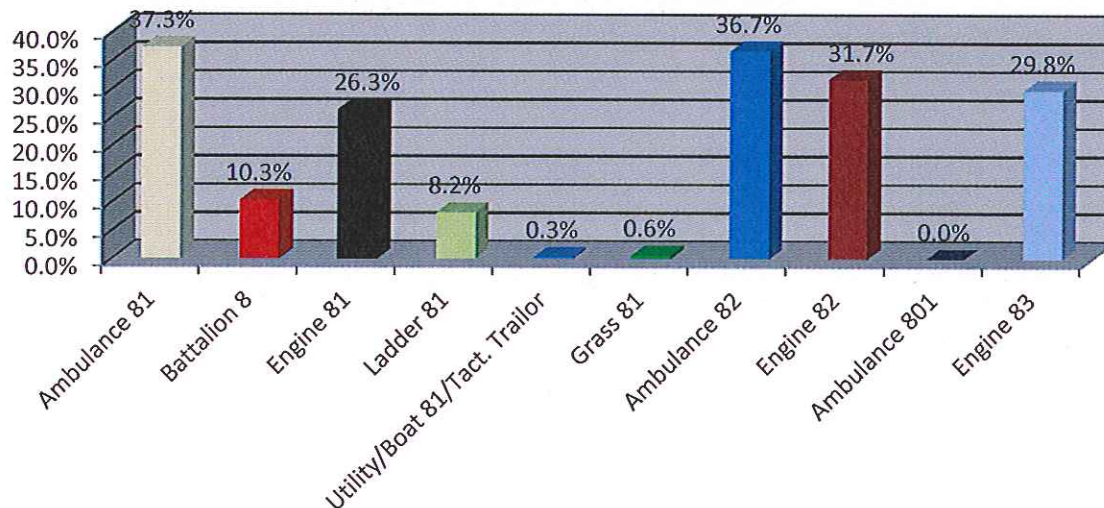
# **Westfield Fire Department** **2013 Total Apparatus Responses** **By Unit & Station**



| <u>Station 81 Responses</u>   | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Totals | %     |
|-------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--------|-------|
| Ambulance 81                  | 58  | 61  |     |     |     |     |     |     |     |     |     |     | 119    | 37.3% |
| Battalion 8                   | 15  | 18  |     |     |     |     |     |     |     |     |     |     | 33     | 10.3% |
| Engine 81                     | 45  | 39  |     |     |     |     |     |     |     |     |     |     | 84     | 26.3% |
| Ladder 81                     | 10  | 16  |     |     |     |     |     |     |     |     |     |     | 26     | 8.2%  |
| Utility/Boat 81/Tact. Trailer | 0   | 1   |     |     |     |     |     |     |     |     |     |     | 1      | 0.3%  |
| Grass 81                      | 1   | 1   |     |     |     |     |     |     |     |     |     |     | 2      | 0.6%  |

| <u>Station 82 Responses</u> | Jan | Feb | March | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Totals | %     |
|-----------------------------|-----|-----|-------|-----|-----|-----|-----|-----|-----|-----|-----|-----|--------|-------|
| Ambulance 82                | 62  | 55  |       |     |     |     |     |     |     |     |     |     | 117    | 36.7% |
| Engine 82                   | 58  | 43  |       |     |     |     |     |     |     |     |     |     | 101    | 31.7% |
| Ambulance 801               | 0   | -   |       |     |     |     |     |     |     |     |     |     | 0      | 0.0%  |
| <u>Station 83 Responses</u> | Jan | Feb | March | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Totals | %     |
| Engine 83                   | 46  | 49  |       |     |     |     |     |     |     |     |     |     | 95     | 29.8% |

## **Westfield Fire Department** **2013 Total Apparatus Responses**

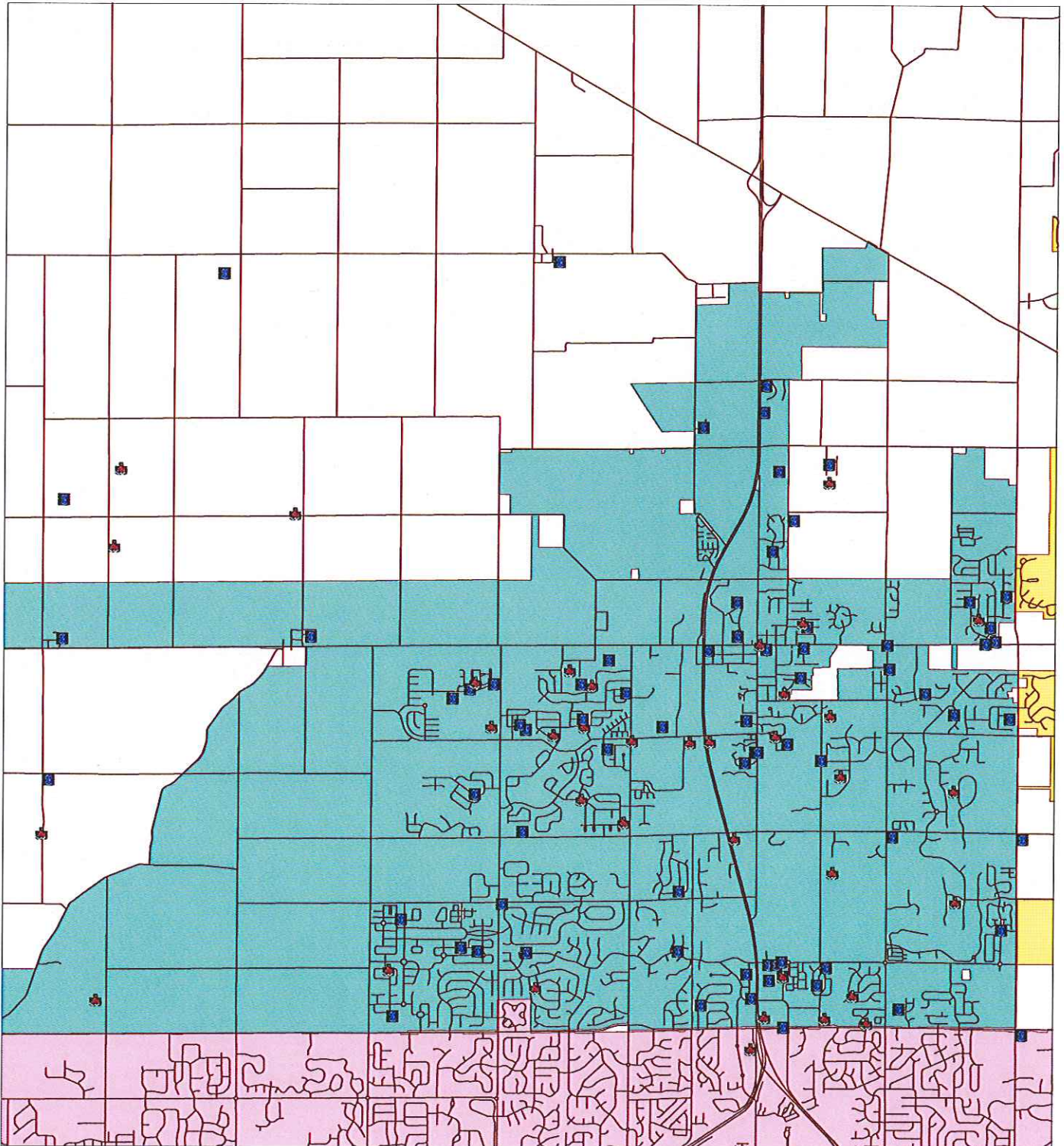


Scale : 1 Inch = 5936 Feet.

Date : 3/11/2013

# NOBLESVILLE COMMUNICATIONS DEPARTMENT

Fire and EMS runs for the month of February



Open Software Solutions, Inc.

## Westfield Fire Department

## Kristen Custom Report

Alarm Date Between {02/01/2013} And {02/28/2013}

| Incident Type                                            | Count      | Pct of Incidents | Total Est Loss  | Pct of Losses  |
|----------------------------------------------------------|------------|------------------|-----------------|----------------|
| <b>1 Fire</b>                                            |            |                  |                 |                |
| 111 Building fire                                        | 1          | 0.65%            | \$25,000        | 90.90%         |
| 114 Chimney or flue fire, confined to chimney            | 1          | 0.65%            | \$0             | 0.00%          |
| 131 Passenger vehicle fire                               | 1          | 0.65%            | \$2,500         | 9.09%          |
| 151 Outside rubbish, trash or waste fire                 | 1          | 0.65%            | \$0             | 0.00%          |
|                                                          | <u>4</u>   | <u>2.61%</u>     | <u>\$27,500</u> | <u>100.00%</u> |
| <b>3 Rescue &amp; Emergency Medical Service Incident</b> |            |                  |                 |                |
| 311 Medical assist, assist EMS crew                      | 3          | 1.96%            | \$0             | 0.00%          |
| 321 EMS call, excluding vehicle accident with            | 90         | 58.82%           | \$0             | 0.00%          |
| 322 Motor vehicle accident with injuries                 | 2          | 1.30%            | \$0             | 0.00%          |
| 323 Motor vehicle/pedestrian accident (MV Ped)           | 1          | 0.65%            | \$0             | 0.00%          |
| 324 Motor Vehicle Accident with no injuries              | 5          | 3.26%            | \$0             | 0.00%          |
|                                                          | <u>101</u> | <u>66.01%</u>    | <u>\$0</u>      | <u>0.00%</u>   |
| <b>4 Hazardous Condition (No Fire)</b>                   |            |                  |                 |                |
| 412 Gas leak (natural gas or LPG)                        | 1          | 0.65%            | \$0             | 0.00%          |
| 424 Carbon monoxide incident                             | 2          | 1.30%            | \$0             | 0.00%          |
| 440 Electrical wiring/equipment problem, Other           | 1          | 0.65%            | \$0             | 0.00%          |
| 445 Arcing, shorted electrical equipment                 | 1          | 0.65%            | \$0             | 0.00%          |
|                                                          | <u>5</u>   | <u>3.26%</u>     | <u>\$0</u>      | <u>0.00%</u>   |
| <b>5 Service Call</b>                                    |            |                  |                 |                |
| 511 Lock-out                                             | 2          | 1.30%            | \$0             | 0.00%          |
| 550 Public service assistance, Other                     | 3          | 1.96%            | \$0             | 0.00%          |
| 551 Assist police or other governmental agency           | 13         | 8.49%            | \$0             | 0.00%          |
| 553 Public service                                       | 2          | 1.30%            | \$0             | 0.00%          |
| 554 Assist invalid                                       | 2          | 1.30%            | \$0             | 0.00%          |
|                                                          | <u>22</u>  | <u>14.37%</u>    | <u>\$0</u>      | <u>0.00%</u>   |
| <b>6 Good Intent Call</b>                                |            |                  |                 |                |
| 611 Dispatched & cancelled en route                      | 5          | 3.26%            | \$0             | 0.00%          |
| 622 No Incident found on arrival at dispatch             | 3          | 1.96%            | \$0             | 0.00%          |
| 651 Smoke scare, odor of smoke                           | 1          | 0.65%            | \$0             | 0.00%          |
| 652 Steam, vapor, fog or dust thought to be              | 1          | 0.65%            | \$0             | 0.00%          |
| 671 HazMat release investigation w/no HazMat             | 2          | 1.30%            | \$0             | 0.00%          |
|                                                          | <u>12</u>  | <u>7.84%</u>     | <u>\$0</u>      | <u>0.00%</u>   |

# Westfield Fire Department

## Kristen Custom Report

Alarm Date Between {02/01/2013} And {02/28/2013}

| Incident Type                                 | Count    | Pct of Incidents | Total Est Loss | Pct of Losses |
|-----------------------------------------------|----------|------------------|----------------|---------------|
| <b>7 False Alarm &amp; False Call</b>         |          |                  |                |               |
| 700 False alarm or false call, Other          | 1        | 0.65%            | \$0            | 0.00%         |
| 733 Smoke detector activation due to          | 4        | 2.61%            | \$0            | 0.00%         |
| 735 Alarm system sounded due to malfunction   | 1        | 0.65%            | \$0            | 0.00%         |
| 736 CO detector activation due to malfunction | 1        | 0.65%            | \$0            | 0.00%         |
| 743 Smoke detector activation, no fire -      | 1        | 0.65%            | \$0            | 0.00%         |
| 744 Detector activation, no fire -            | 1        | 0.65%            | \$0            | 0.00%         |
|                                               | <b>9</b> | <b>5.88%</b>     | <b>\$0</b>     | <b>0.00%</b>  |

Total Incident Count: 153

Total Est Loss:

\$27,500



**Mayor**  
Andy Cook

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

**Clerk Treasurer**  
Cindy J. Gossard

**Parks and Recreation**

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

2728 East 171st Street  
Westfield, IN 46074  
[westfield.in.gov](http://westfield.in.gov)

To: Westfield Board of Works

From: Melody Jones

CC: Todd Burtron

Date: February 19, 2013

RE: Park Improvements as of February 2013

Dear Board Members:

We have made a couple of staff changes at the beginning of this year. Stephanie Baumann is now the Recreational Program Coordinator for the department and joining our team is Brittany Goger, as the Administrative Assistant.

Stephanie and Melody spent one week in January completing their second year of Special Event Management School. Chris McConnell, Scott Austin Shepherd and Melody attended the Playground Certification Classes and then sat for the exam. Stephanie and Melody also attended the Indiana Parks and Recreation Association yearly conference in Bloomington. And over two weeks in February, Stephanie, Brittany and Melody, along with key individuals from other City Departments have worked on building the web based programing and facility software which will go live in late March.

A lease has been negotiated and signed for the departments new programing facility located at 330 East Main Street. Build out of the space will be performed by city staff. At this time we plan to open this location at the beginning of May.

**PARKS**

**ASA BALES**

The retaining wall and railing in Asa Bales Park has been completed.

## **GRAND JUNCTION PARK/PLAZA**

We closed on four properties in January. The asbestos testing was completed last week on these four properties and we are waiting on the test results. We are finalizing purchase agreements with two additional owners. Demolition of all of these buildings will be done this spring. We will be placing project signs on Jersey, Park and Mill Streets so the community will understand what is going on. We also plan on working with Public Affairs on social media project updates.

BLA has completed the 50% plans for Regional Detention and they will be submitting for permits. Regional Detention will need to be completed before the Park/Plaza can be built.

## **QUAKER PARK**

Heating units have been added to the restrooms at Quaker Park so they are now year round restrooms.

## **TRAILS**

### **Monon Trail**

Construction of the Monon Trail pedestrian bridge over 146<sup>th</sup> Street shall be completed this spring.

We are in the process of acquiring the last parcel on the Monon Trail Phase 3, which is north of 169<sup>th</sup> Street; once obtained we will plan to pave the trail from 161<sup>st</sup> Street to Oak Ridge Road.

### **Midland Trace Trail**

Phase 3 of the Midland Trace (trail from Carey east to Gunther) has been paved and the concrete work is finished.

The Midland Trace Trail built by the developer of Sonoma Sub-Division (near Ditch Road and 171<sup>st</sup> Street) has been donated to the City. In the near future this will link up with new trail being constructed at Springmill Road and running to the west.

## **Parks and Recreation**

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

2728 East 171st Street  
Westfield, IN 46074  
**[westfield.in.gov](http://westfield.in.gov)**



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

To: Westfield Board of Works

From: Melody Jones

CC: Todd Burtron

Date: March 19, 2013

RE: Park Improvements as of March 2013

Dear Board Members:

The Park and Recreation staff development continues in March. The entire department completed OSHA training; Melody attending the IACT Special Event Workshop, the Complete Street and Bicycle Friendly Community Workshop. We added Brandon Leeman as a seasonal worker in the Maintenance Division.

The Maintenance team is working on the build out of the 330 E. Main Street facility.

**PARKS**

We are working with many of the youth sport teams to make arrangements for practices in three of the parks; Asa Bales, Quaker and Armstrong.

**GRAND JUNCTION PARK/PLAZA**

We will close on one more property this month. That will make a total of six buildings we will demolish this spring.

**TRAILS**

**Grand Junction Trail**

We have come to an agreement with Calumet to have the repair work done on the Grand Junction Trail brick section on South Union Street. This work will take 3 to 4 weeks to complete.

We look forward to a busy 2013.

**Parks and Recreation**

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

2728 East 171st Street  
Westfield, IN 46074  
**[westfield.in.gov](http://westfield.in.gov)**

# **Westfield Police Department**

## **Monthly Performance Measures Report**



### **Board of Public Works & Safety**

**January 2013**

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# WESTFIELD POLICE DEPARTMENT

January 2013

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

|                                      |           |
|--------------------------------------|-----------|
| <b>Abduction/ Kidnapping</b>         | <b>0</b>  |
| Abuse/ Abandonment/Neglect           | 3         |
| <b>Admin- K-9 Detail</b>             | <b>0</b>  |
| Admin- Log Information               | 0         |
| <b>Admin-Public Relations</b>        | <b>0</b>  |
| Admin- Special Detail                | 0         |
| <b>Admin- Test Calls</b>             | <b>0</b>  |
| Admin- Tow Release                   | 0         |
| <b>Admin- Warning Correction</b>     | <b>0</b>  |
| Alarm- Bank                          | 2         |
| <b>Alarm- Business</b>               | <b>55</b> |
| Alarm- Residence                     | 52        |
| <b>Animal- Complaints</b>            | <b>35</b> |
| Assault- Battery                     | 6         |
| <b>Assault- Sexual</b>               | <b>2</b>  |
| Assist- Fire Incident                | 5         |
| <b>Assist- Medical Incident</b>      | <b>4</b>  |
| Assist- Other Agencies               | 17        |
| <b>Bomb Found/ Suspicious Pkg</b>    | <b>2</b>  |
| Burglary/ Home Invasion              | 7         |
| <b>Damage/ Vandalism/ Mischief</b>   | <b>9</b>  |
| Deceased- All Others                 | 0         |
| <b>Disturbance- Fireworks Cmplt</b>  | <b>0</b>  |
| Disturbance- Loud Party              | 2         |
| <b>Disturbance- Noise Complaint</b>  | <b>8</b>  |
| Disturbance- Nuisance                | 0         |
| <b>Disturbance- Physical (fight)</b> | <b>2</b>  |
| Disturbance- Verbal                  | 9         |
| <b>Domestic Disturbance</b>          | <b>16</b> |
| Drugs- Complaint                     | 4         |
| <b>Fraud- Criminal Deception</b>     | <b>0</b>  |
| Fraud- Forgery                       | 7         |
| <b>Fraud- Prescription</b>           | <b>0</b>  |
| Harassment/ Stalking/ Threat         | 25        |
| <b>Indecency / Lewdness</b>          | <b>1</b>  |
| Intoxicated- Possible DUI            | 9         |
| <b>Mental/ Emotional- Behavioral</b> | <b>8</b>  |
| Miscellaneous                        | 8         |

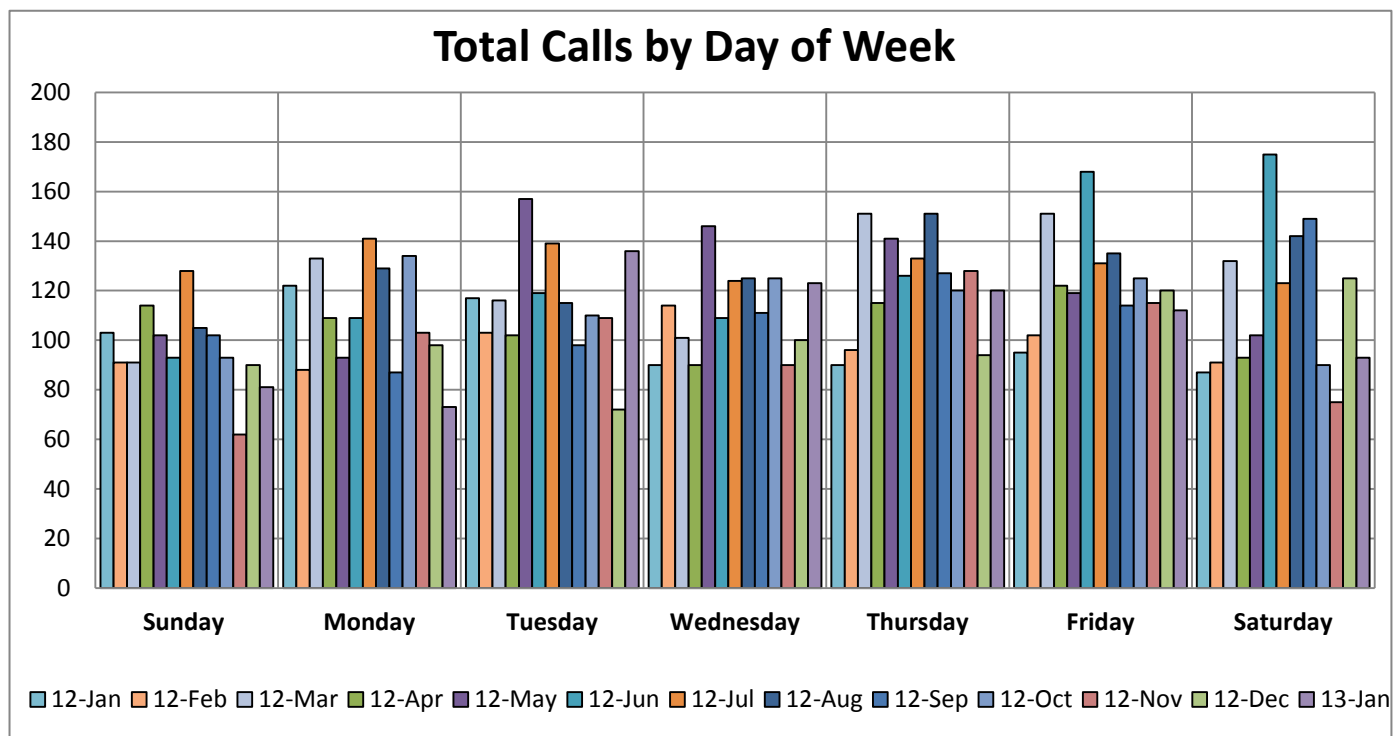
|                                         |           |
|-----------------------------------------|-----------|
| <b>Person-Missing</b>                   | <b>3</b>  |
| Persons- Runaway                        | 1         |
| <b>Robbery-Carjacking</b>               | <b>1</b>  |
| Service Call- 9-1-1 Hang Up             | 10        |
| <b>Service Call- Damage to Property</b> | <b>10</b> |
| Service Call- Found Property            | 9         |
| <b>Service Call- Keep the Peace</b>     | <b>27</b> |
| Service Call- Lost Property             | 5         |
| <b>Service Call- Notification</b>       | <b>1</b>  |
| Service Call- Security Check            | 7         |
| <b>Service Call- Vehicle Lockout</b>    | <b>56</b> |
| Service Call- Vin Check                 | 17        |
| <b>Service Call- Welfare Check</b>      | <b>29</b> |
| Suicidal- Attempted                     | 0         |
| <b>Suicidal- Persons Threatening</b>    | <b>2</b>  |
| Supplemental- Case Follow Up            | 41        |
| <b>Suspicious- Noises</b>               | <b>4</b>  |
| Suspicious- Open Door/ Window           | 2         |
| <b>Suspicious- Person/Prowler</b>       | <b>20</b> |
| Suspicious- Solicitor                   | 4         |
| <b>Suspicious- Vehicle</b>              | <b>14</b> |
| Theft- From a Vehicle                   | 3         |
| <b>Theft- Of a Vehicle</b>              | <b>4</b>  |
| Theft- Others                           | 15        |
| <b>Theft- Shoplifting</b>               | <b>9</b>  |
| Trespassing/ Unwanted Person            | 2         |
| <b>Trfc Complaint - Abandoned Veh</b>   | <b>11</b> |
| Trfc Complaint- Driving Issues          | 21        |
| <b>Trfc Complaint- Parking Issues</b>   | <b>13</b> |
| Trfc Hazard- Debris in Road             | 4         |
| <b>Trfc Hazard- Disabled Vehicle</b>    | <b>18</b> |
| Trfc Hazard- Trfc Signal Out            | 2         |
| <b>Trnsprtn Acdnt- MV Hit &amp; Run</b> | <b>4</b>  |
| Trnsprtn Acdnt- MV Prop Damg            | 54        |
| <b>Trnsprtn Acdnt- MV Prsnl Inj</b>     | <b>8</b>  |
| Wanted- Warrant Service                 | 4         |
| <b>Weapons- Person</b>                  | <b>0</b>  |
| Weapons- Shot Fired                     | 3         |

# WESTFIELD POLICE DEPARTMENT

January 2013

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

| DAY       | 12-Jan | 12-Feb | 12-Mar | 12-Apr | 12-May | 12-Jun | 12-Jul | 12-Aug | 12-Sep | 12-Oct | 12-Nov | 12-Dec | 13-Jan |
|-----------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Sunday    | 103    | 91     | 91     | 114    | 102    | 93     | 128    | 105    | 102    | 93     | 62     | 90     | 81     |
| Monday    | 122    | 88     | 133    | 109    | 93     | 109    | 141    | 129    | 87     | 134    | 103    | 98     | 73     |
| Tuesday   | 117    | 103    | 116    | 102    | 157    | 119    | 139    | 115    | 98     | 110    | 109    | 72     | 136    |
| Wednesday | 90     | 114    | 101    | 90     | 146    | 109    | 124    | 125    | 111    | 125    | 90     | 100    | 123    |
| Thursday  | 90     | 96     | 151    | 115    | 141    | 126    | 133    | 151    | 127    | 120    | 128    | 94     | 120    |
| Friday    | 95     | 102    | 151    | 122    | 119    | 168    | 131    | 135    | 114    | 125    | 115    | 120    | 112    |
| Saturday  | 87     | 91     | 132    | 93     | 102    | 175    | 123    | 142    | 149    | 90     | 75     | 125    | 93     |
| TOTAL     | 704    | 685    | 875    | 745    | 860    | 899    | 919    | 902    | 788    | 797    | 682    | 699    | 738    |



# WESTFIELD POLICE DEPARTMENT

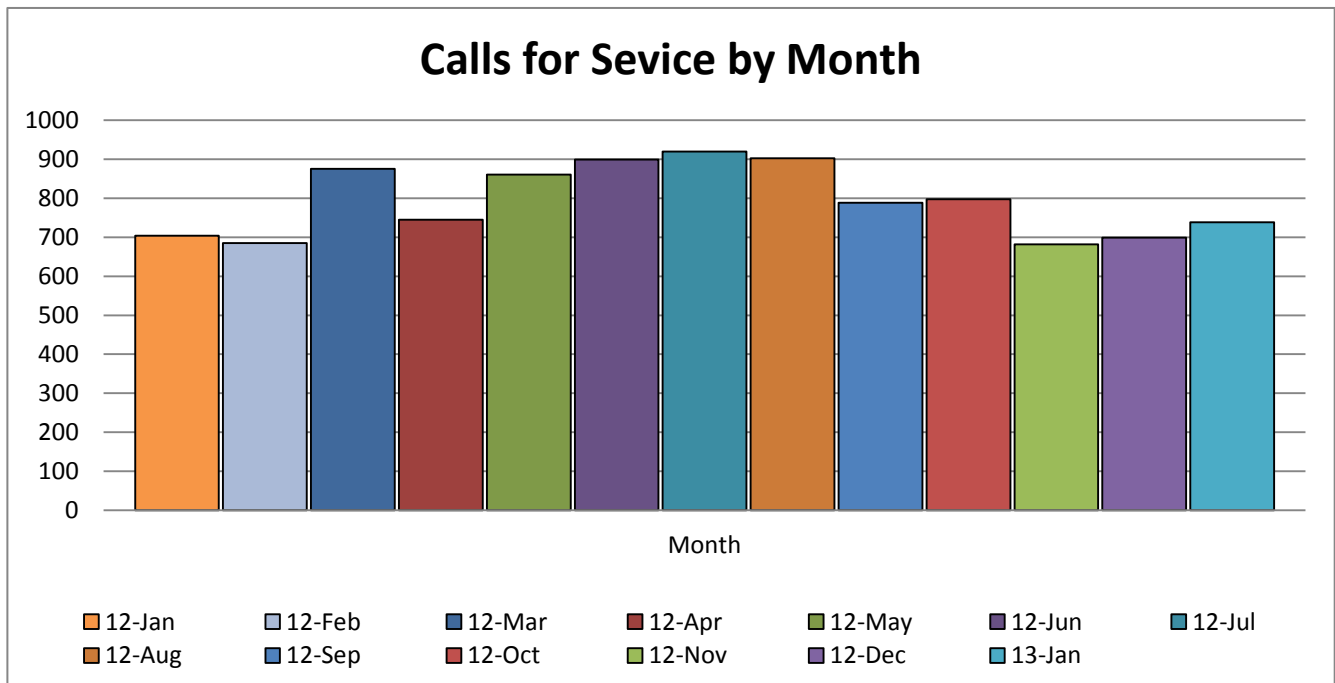
January 2013

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

| HOURL        | 12-Jan     | 12-Feb     | 12-Mar     | 12-Apr     | 12-May     | 12-Jun     | 12-Jul     | 12-Aug     | 12-Sep     | 12-Oct     | 12-Nov     | 12-Dec     | 13-Jan     |
|--------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| 0            | 23         | 14         | 22         | 20         | 26         | 22         | 33         | 22         | 21         | 25         | 12         | 16         | 17         |
| 1            | 16         | 12         | 25         | 20         | 19         | 19         | 22         | 21         | 7          | 9          | 15         | 20         | 16         |
| 2            | 12         | 8          | 16         | 14         | 11         | 11         | 10         | 13         | 9          | 7          | 12         | 10         | 14         |
| 3            | 8          | 15         | 15         | 16         | 10         | 16         | 18         | 15         | 9          | 8          | 9          | 10         | 13         |
| 4            | 7          | 7          | 5          | 10         | 9          | 16         | 15         | 9          | 11         | 10         | 9          | 6          | 3          |
| 5            | 6          | 9          | 12         | 7          | 10         | 5          | 11         | 12         | 8          | 13         | 9          | 9          | 14         |
| 6            | 11         | 9          | 13         | 17         | 18         | 12         | 11         | 18         | 19         | 32         | 13         | 11         | 10         |
| 7            | 29         | 25         | 35         | 17         | 27         | 23         | 22         | 27         | 20         | 21         | 33         | 28         | 24         |
| 8            | 27         | 20         | 40         | 37         | 29         | 33         | 35         | 36         | 36         | 37         | 35         | 38         | 35         |
| 9            | 33         | 33         | 39         | 38         | 28         | 40         | 41         | 48         | 36         | 45         | 40         | 39         | 35         |
| 10           | 27         | 46         | 32         | 40         | 50         | 41         | 46         | 45         | 52         | 36         | 40         | 39         | 39         |
| 11           | 44         | 42         | 42         | 43         | 49         | 58         | 62         | 40         | 38         | 45         | 40         | 39         | 46         |
| 12           | 50         | 43         | 57         | 36         | 48         | 47         | 52         | 56         | 43         | 47         | 36         | 44         | 44         |
| 13           | 35         | 40         | 53         | 39         | 53         | 43         | 35         | 60         | 51         | 46         | 47         | 40         | 37         |
| 14           | 49         | 41         | 57         | 50         | 53         | 54         | 42         | 55         | 45         | 60         | 44         | 39         | 52         |
| 15           | 49         | 56         | 62         | 44         | 60         | 54         | 67         | 73         | 54         | 53         | 44         | 47         | 56         |
| 16           | 49         | 48         | 61         | 50         | 58         | 65         | 60         | 52         | 41         | 40         | 46         | 41         | 58         |
| 17           | 38         | 39         | 49         | 57         | 52         | 63         | 51         | 54         | 63         | 52         | 34         | 37         | 44         |
| 18           | 43         | 38         | 46         | 44         | 58         | 50         | 58         | 47         | 59         | 45         | 35         | 36         | 47         |
| 19           | 30         | 31         | 53         | 40         | 49         | 50         | 49         | 50         | 34         | 47         | 30         | 42         | 26         |
| 20           | 36         | 30         | 57         | 29         | 49         | 53         | 44         | 34         | 45         | 44         | 31         | 32         | 26         |
| 21           | 29         | 29         | 31         | 27         | 30         | 48         | 53         | 37         | 41         | 36         | 26         | 24         | 36         |
| 22           | 28         | 23         | 33         | 29         | 36         | 44         | 47         | 44         | 24         | 24         | 18         | 21         | 25         |
| 23           | 25         | 27         | 20         | 21         | 28         | 32         | 35         | 34         | 22         | 15         | 24         | 31         | 21         |
| <b>TOTAL</b> | <b>704</b> | <b>685</b> | <b>875</b> | <b>745</b> | <b>860</b> | <b>899</b> | <b>919</b> | <b>902</b> | <b>788</b> | <b>797</b> | <b>682</b> | <b>699</b> | <b>738</b> |

# WESTFIELD POLICE DEPARTMENT

January 2013



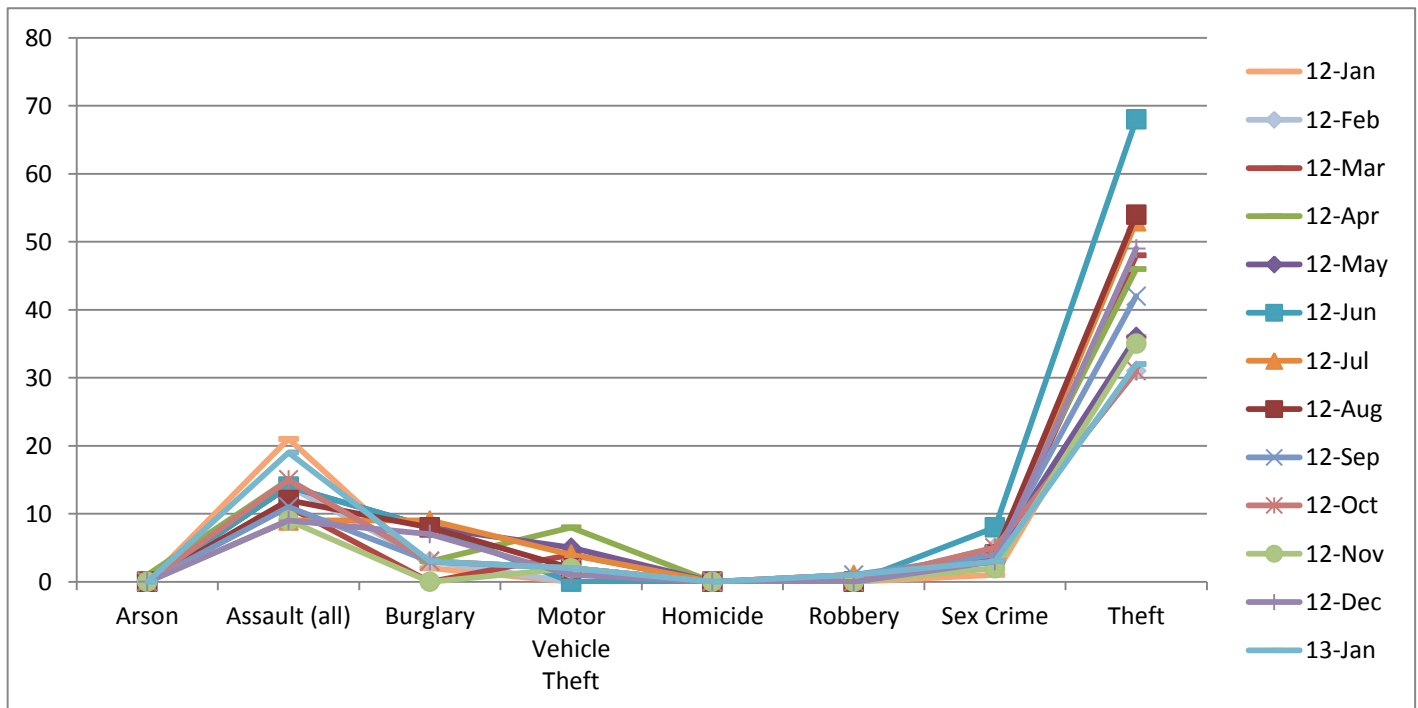
# WESTFIELD POLICE DEPARTMENT

January 2013

## UCR OFFENSES\*

| OFFENSE             | 12-Jan    | 12-Feb    | 12-Mar    | 12-Apr    | 12-May    | 12-Jun    | 12-Jul    | 12-Aug    | 12-Sep    | 12-Oct    | 12-Nov    | 12-Dec    | 13-Jan    |
|---------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Arson               | 0         | 0         | 1         | 1         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         |
| Assault (all)       | 21        | 14        | 11        | 15        | 14        | 14        | 9         | 12        | 11        | 15        | 9         | 9         | 19        |
| Burglary            | 2         | 3         | 0         | 3         | 8         | 8         | 9         | 8         | 3         | 3         | 0         | 7         | 3         |
| Motor Vehicle Theft | 0         | 0         | 4         | 8         | 5         | 0         | 4         | 2         | 2         | 2         | 2         | 1         | 2         |
| Homicide            | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         |
| Robbery             | 0         | 0         | 1         | 0         | 0         | 0         | 1         | 0         | 1         | 0         | 0         | 0         | 1         |
| Sex Crime           | 1         | 5         | 3         | 5         | 4         | 8         | 3         | 4         | 4         | 5         | 2         | 3         | 3         |
| Theft               | 36        | 31        | 48        | 46        | 36        | 68        | 53        | 54        | 42        | 31        | 35        | 49        | 32        |
| <b>TOTAL</b>        | <b>60</b> | <b>53</b> | <b>68</b> | <b>78</b> | <b>67</b> | <b>98</b> | <b>79</b> | <b>80</b> | <b>63</b> | <b>56</b> | <b>48</b> | <b>69</b> | <b>60</b> |

\*hierarchy rule was not used in calculating results



# WESTFIELD POLICE DEPARTMENT

January 2013

## NON UCR OFFENSES

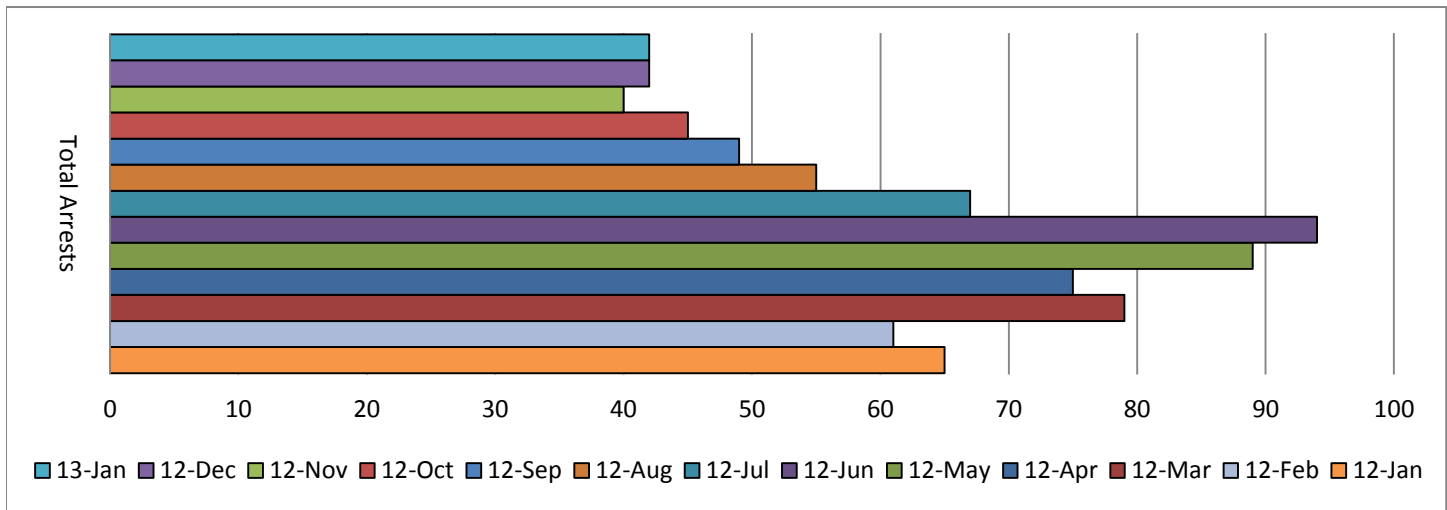
|                                           |           |
|-------------------------------------------|-----------|
| <b>ALARMS</b>                             | <b>0</b>  |
| ANIMALS/ INCLUDING DOG BITES              | 3         |
| <b>ASSIST OTHER AGENCY</b>                | <b>2</b>  |
| CHECK DECEPTION                           | 0         |
| <b>CHILD ABUSE REPORTED</b>               | <b>4</b>  |
| CHILD CUSTODY DISPUTE                     | 1         |
| <b>CHILD NEGLECT REPORTED</b>             | <b>5</b>  |
| CIVIL DISPUTE                             | 14        |
| <b>CRIMINAL CONFINEMENT</b>               | <b>1</b>  |
| CRIMINAL MISCHIEF/VANDALISM               | 19        |
| <b>CRIMINAL RECKLESSNESS</b>              | <b>0</b>  |
| DAMAGED PROPERTY                          | 6         |
| <b>DEATHS OTHER THAN HOMICIDE/SUICIDE</b> | <b>0</b>  |
| DISORDERLY CONDUCT                        | 1         |
| <b>DISTURBANCE/ARGUMENTS/FIGHTS</b>       | <b>11</b> |
| DOMESTIC DISTURBANCE                      | 7         |
| <b>DRIVING WHILE SUSPENDED</b>            | <b>7</b>  |
| DRUG ABUSE VIOLATIONS                     | 3         |
| <b>FALSE INFORMING OR REPORTING</b>       | <b>0</b>  |
| FORGERY/COUNTERFEITING                    | 3         |
| <b>FRAUD</b>                              | <b>4</b>  |
| FRAUD-CREDIT CARD                         | 3         |
| <b>HARASSMENT</b>                         | <b>7</b>  |
| HARASSMENT/TELEPHONE                      | 8         |
| <b>INCORRIGIBILITY</b>                    | <b>1</b>  |
| INTERFERENCE WITH REPORTING A CRIME       | 1         |
| <b>INVASION OF PRIVACY</b>                | <b>5</b>  |

|                                       |           |
|---------------------------------------|-----------|
| <b>JUVENILE COMPLAINT</b>             | <b>1</b>  |
| LEAVING THE SCENE/HIT AND RUN         | 4         |
| <b>LIQUOR LAW VIOLATIONS</b>          | <b>1</b>  |
| LOSS OF PROPERTY                      | 4         |
| <b>MENTAL PERSON/DEMENTED</b>         | <b>4</b>  |
| MISSING PERSON/LOST                   | 1         |
| <b>OPERATING WHILE INTOXICATED</b>    | <b>6</b>  |
| OPERATOR NEVER LICENSED               | 8         |
| <b>POSS MARIJUANA</b>                 | <b>1</b>  |
| PROPERTY FOUND                        | 4         |
| <b>PUBLIC INTOXICATION</b>            | <b>0</b>  |
| RECKLESS DRIVING                      | 0         |
| <b>RESIDENTIAL ENTRY</b>              | <b>0</b>  |
| RESISTING LAW ENFORCEMENT             | 0         |
| <b>RUNAWAY</b>                        | <b>1</b>  |
| SOLICITING                            | 0         |
| <b>STALKING</b>                       | <b>1</b>  |
| SUICIDE/ATTEMPTS/THREATS OF           | 7         |
| <b>SUSPICIOUS INCIDENT/PERSON</b>     | <b>13</b> |
| THREATS/INTIMIDATION                  | 4         |
| <b>TRAFFIC ACCIDENTS</b>              | <b>6</b>  |
| TRAFFIC VIOLATIONS                    | 19        |
| <b>TRESPASSING</b>                    | <b>4</b>  |
| UNLAWFUL ENTRY OF A VEHICLE           | 0         |
| <b>VIOLATION OF RESTRAINING ORDER</b> | <b>1</b>  |
| WEAPON VIOLATION                      | 2         |
| <b>WELFARE CHECK</b>                  | <b>7</b>  |

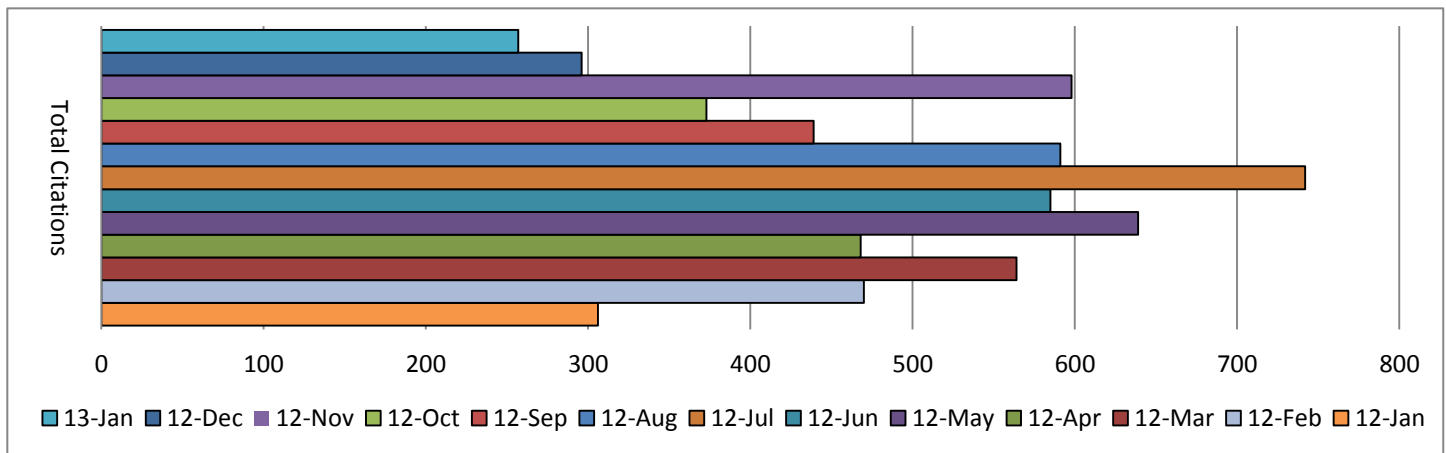
# WESTFIELD POLICE DEPARTMENT

January 2013

| Arrest Reports Taken   | 12-Jan    | 12-Feb    | 12-Mar    | 12-Apr    | 12-May    | 12-Jun    | 12-Jul    | 12-Aug    | 12-Sep    | 12-Oct    | 12-Nov    | 12-Dec    | 13-Jan    |
|------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Alcohol/ Drug Related  | 29        | 29        | 34        | 26        | 41        | 37        | 31        | 25        | 24        | 23        | 14        | 13        | 14        |
| Felony Charges         | 18        | 26        | 21        | 30        | 20        | 24        | 18        | 11        | 16        | 11        | 14        | 8         | 12        |
| Misdemeanor Charges    | 79        | 81        | 90        | 82        | 118       | 111       | 70        | 58        | 61        | 56        | 42        | 50        | 44        |
| Traffic Arrest Charges | 31        | 51        | 42        | 52        | 65        | 49        | 42        | 31        | 34        | 28        | 17        | 36        | 28        |
| <b>Total Arrests</b>   | <b>65</b> | <b>61</b> | <b>79</b> | <b>75</b> | <b>89</b> | <b>94</b> | <b>67</b> | <b>55</b> | <b>49</b> | <b>45</b> | <b>40</b> | <b>42</b> | <b>42</b> |



|                                |     |     |     |     |      |     |     |     |     |     |     |     |     |
|--------------------------------|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|
| <b>Total Citations</b>         | 306 | 470 | 564 | 468 | 639  | 585 | 742 | 591 | 439 | 373 | 598 | 296 | 257 |
| <i>Bike Patrol</i>             | 0   | 0   | 1   | 0   | 0    | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| <b>Total Written Warnings</b>  | 743 | 733 | 802 | 811 | 1092 | 813 | 811 | 724 | 714 | 633 | 735 | 555 | 601 |
| <i>Bike Patrol</i>             | 0   | 0   | 8   | 0   | 0    | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| <b>Total Traffic Accidents</b> | 45  | 48  | 54  | 38  | 70   | 52  | 53  | 64  | 45  | 55  | 50  | 64  | 53  |
| <i>Hit and Run</i>             | 3   | 5   | 7   | 1   | 8    | 6   | 4   | 4   | 2   | 3   | 1   | 3   | 2   |
| <i>Personal Injury</i>         | 7   | 13  | 7   | 13  | 10   | 5   | 14  | 16  | 9   | 7   | 10  | 12  | 8   |
| <i>*Fatality</i>               | 0   | 0   | 0   | 0   | 0    | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| <i>Property Damage</i>         | 35  | 30  | 40  | 24  | 52   | 41  | 35  | 44  | 34  | 45  | 39  | 49  | 43  |

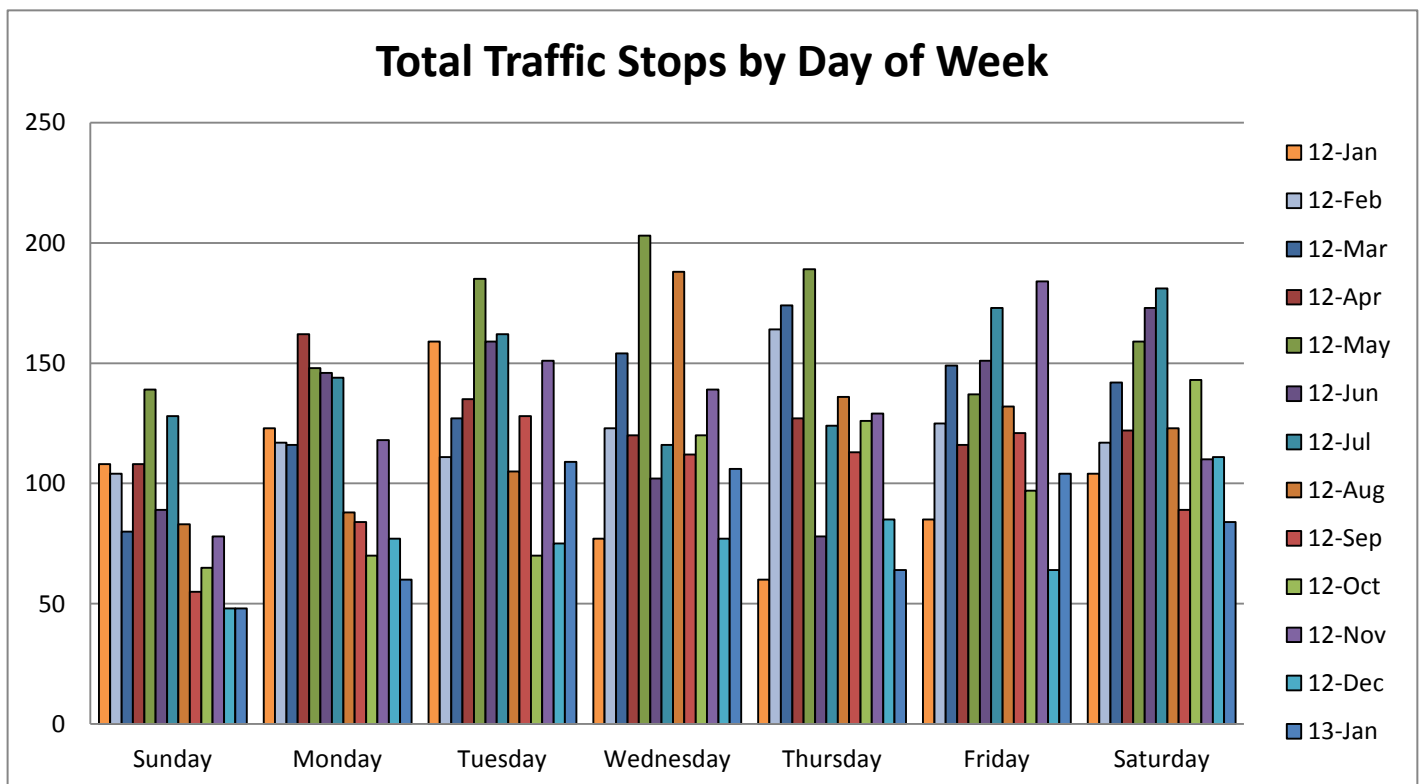


# WESTFIELD POLICE DEPARTMENT

January 2013

## Traffic Stops: SELF INITIATED by Day of Week

| Day:         | 12-Jan     | 12-Feb     | 12-Mar     | 12-Apr     | 12-May      | 12-Jun     | 12-Jul      | 12-Aug     | 12-Sep     | 12-Oct     | 12-Nov     | 12-Dec     | 13-Jan     |
|--------------|------------|------------|------------|------------|-------------|------------|-------------|------------|------------|------------|------------|------------|------------|
| Sunday       | 108        | 104        | 80         | 108        | 139         | 89         | 128         | 83         | 55         | 65         | 78         | 48         | 48         |
| Monday       | 123        | 117        | 116        | 162        | 148         | 146        | 144         | 88         | 84         | 70         | 118        | 77         | 60         |
| Tuesday      | 159        | 111        | 127        | 135        | 185         | 159        | 162         | 105        | 128        | 70         | 151        | 75         | 109        |
| Wednesday    | 77         | 123        | 154        | 120        | 203         | 102        | 116         | 188        | 112        | 120        | 139        | 77         | 106        |
| Thursday     | 60         | 164        | 174        | 127        | 189         | 78         | 124         | 136        | 113        | 126        | 129        | 85         | 64         |
| Friday       | 85         | 125        | 149        | 116        | 137         | 151        | 173         | 132        | 121        | 97         | 184        | 64         | 104        |
| Saturday     | 104        | 117        | 142        | 122        | 159         | 173        | 181         | 123        | 89         | 143        | 110        | 111        | 84         |
| <b>TOTAL</b> | <b>716</b> | <b>861</b> | <b>942</b> | <b>890</b> | <b>1160</b> | <b>898</b> | <b>1028</b> | <b>855</b> | <b>702</b> | <b>691</b> | <b>909</b> | <b>537</b> | <b>575</b> |



# WESTFIELD POLICE DEPARTMENT

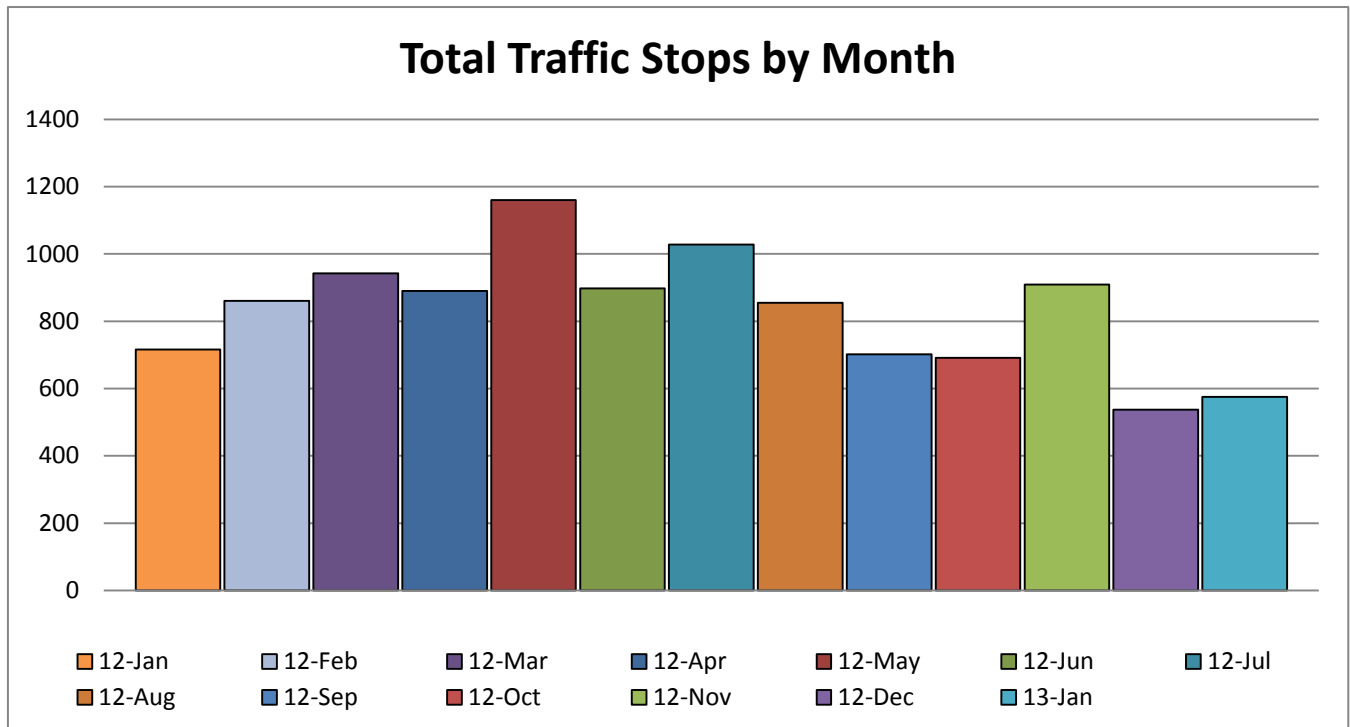
January 2013

## Traffic Stops: SELF INITIATED by Hour of Day

| Hour:        | 12-Jan     | 12-Feb     | 12-Mar     | 12-Apr     | 12-May      | 12-Jun     | 12-Jul      | 12-Aug     | 12-Sep     | 12-Oct     | 12-Nov     | 12-Dec     | 13-Jan     |
|--------------|------------|------------|------------|------------|-------------|------------|-------------|------------|------------|------------|------------|------------|------------|
| 0            | 34         | 44         | 49         | 48         | 63          | 30         | 24          | 29         | 36         | 31         | 36         | 24         | 34         |
| 1            | 24         | 32         | 27         | 38         | 34          | 33         | 17          | 22         | 14         | 18         | 19         | 17         | 28         |
| 2            | 6          | 18         | 14         | 15         | 20          | 20         | 12          | 6          | 11         | 13         | 7          | 12         | 12         |
| 3            | 3          | 4          | 2          | 6          | 3           | 9          | 5           | 7          | 6          | 7          | 11         | 5          | 3          |
| 4            | 6          | 9          | 5          | 3          | 24          | 11         | 5           | 5          | 11         | 17         | 14         | 12         | 10         |
| 5            | 7          | 11         | 4          | 8          | 17          | 16         | 5           | 4          | 11         | 16         | 10         | 26         | 10         |
| 6            | 18         | 10         | 16         | 13         | 11          | 4          | 8           | 7          | 6          | 6          | 2          | 0          | 2          |
| 7            | 30         | 38         | 25         | 20         | 28          | 25         | 26          | 35         | 15         | 16         | 15         | 10         | 18         |
| 8            | 37         | 29         | 31         | 15         | 43          | 36         | 44          | 54         | 43         | 34         | 45         | 29         | 26         |
| 9            | 29         | 25         | 36         | 26         | 49          | 32         | 54          | 55         | 36         | 32         | 58         | 26         | 40         |
| 10           | 16         | 26         | 57         | 26         | 54          | 49         | 75          | 47         | 49         | 53         | 58         | 27         | 22         |
| 11           | 7          | 21         | 29         | 9          | 20          | 22         | 39          | 37         | 11         | 24         | 38         | 14         | 7          |
| 12           | 15         | 28         | 39         | 26         | 23          | 24         | 55          | 44         | 31         | 22         | 41         | 13         | 19         |
| 13           | 38         | 38         | 48         | 41         | 33          | 48         | 71          | 55         | 56         | 25         | 62         | 11         | 40         |
| 14           | 28         | 29         | 54         | 44         | 41          | 41         | 72          | 60         | 53         | 23         | 63         | 25         | 40         |
| 15           | 29         | 30         | 43         | 36         | 35          | 42         | 73          | 52         | 31         | 24         | 42         | 22         | 13         |
| 16           | 24         | 16         | 38         | 19         | 31          | 42         | 66          | 33         | 18         | 23         | 36         | 5          | 4          |
| 17           | 20         | 34         | 30         | 23         | 19          | 31         | 38          | 20         | 16         | 8          | 22         | 18         | 15         |
| 18           | 63         | 81         | 110        | 114        | 133         | 56         | 50          | 50         | 26         | 28         | 39         | 26         | 15         |
| 19           | 49         | 90         | 67         | 82         | 113         | 109        | 75          | 69         | 63         | 78         | 74         | 39         | 42         |
| 20           | 39         | 41         | 42         | 40         | 59          | 44         | 64          | 30         | 36         | 53         | 41         | 43         | 41         |
| 21           | 76         | 61         | 57         | 74         | 93          | 50         | 41          | 33         | 26         | 40         | 43         | 38         | 31         |
| 22           | 76         | 79         | 57         | 91         | 102         | 71         | 54          | 48         | 43         | 61         | 78         | 54         | 56         |
| 23           | 42         | 67         | 62         | 73         | 112         | 53         | 55          | 53         | 54         | 39         | 55         | 41         | 47         |
| <b>TOTAL</b> | <b>716</b> | <b>861</b> | <b>942</b> | <b>890</b> | <b>1160</b> | <b>898</b> | <b>1028</b> | <b>855</b> | <b>702</b> | <b>691</b> | <b>909</b> | <b>537</b> | <b>575</b> |

# WESTFIELD POLICE DEPARTMENT

January 2013



**Westfield Police Department  
Community Events  
January 2013**

**1/13/13** City Connect

**1/13/13** Centennial HOA – Chief Rush and Assistant Chief Jordan

**1/23/13** Westfield Youth Assistance Planning Meeting – Assistant Chief Jordan

**1/29/13** WeCan Meeting

**1/30/13** Cub Scout Tour/Safety Talk – Nights A Shift

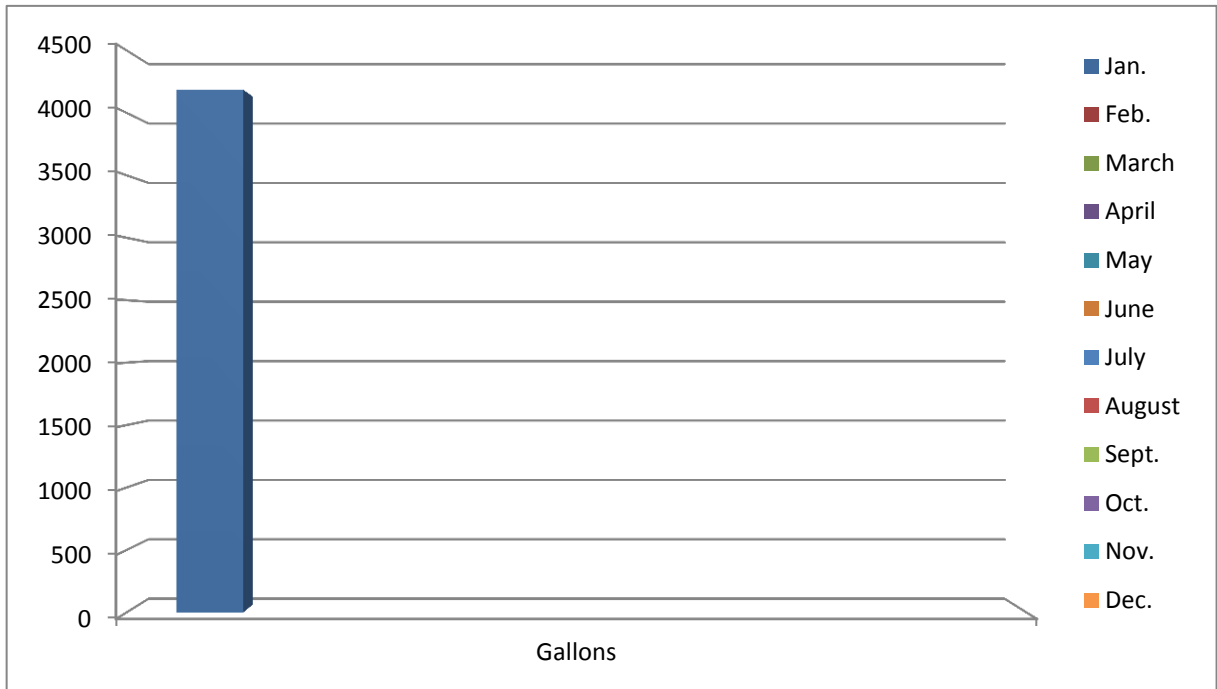
# WESTFIELD POLICE DEPARTMENT

## Monthly Fuel Purchases

Gallons 2012/2013

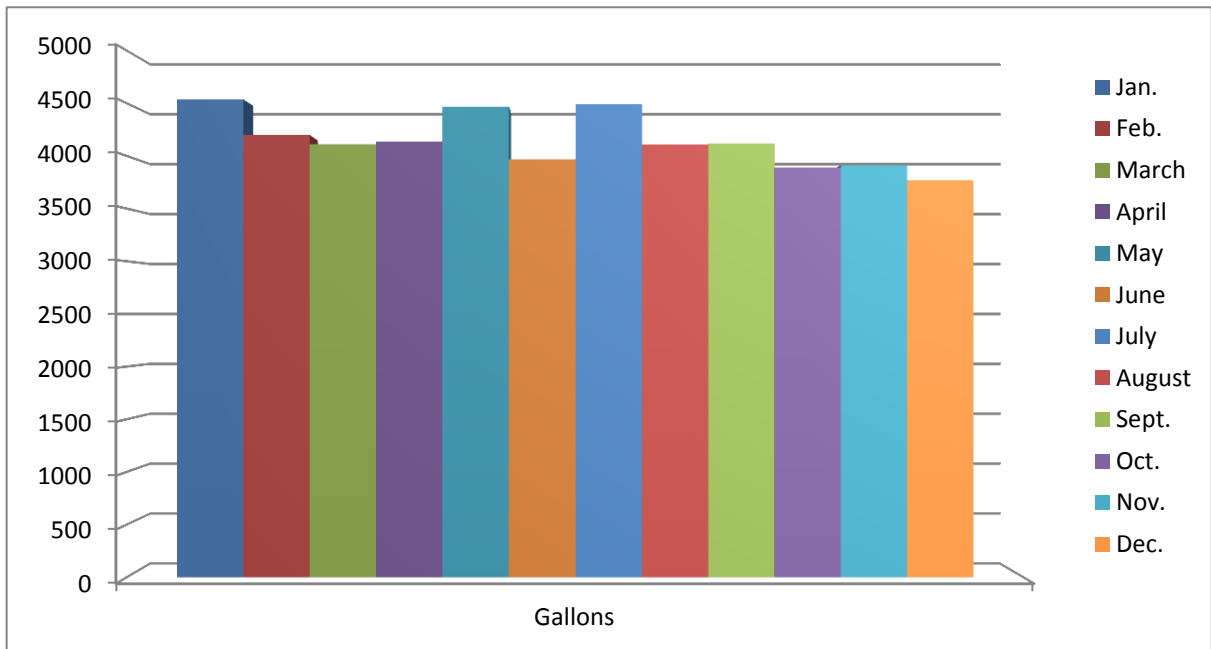
Fuel Purchases 2013

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



Fuel Purchases 2012

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



## **Monthly Training Summary**

**January 2013**

**1/1-3/13** In Pursuit of the Criminal Element – Officer Swiatkowski

**1/3/13** Monthly K-9 Training

**1/7-11/13** Police Executive Leadership Academy – Detective Marlow and Sgt. Vickroy

**1/10/13** Monthly ESU

**1/14-17/13** SFST Refresher

**1/15/13** Firearms

**1/16/13** Firearms

**1/22/13** Recent Trends Involving the Law of Arrest, Search and Seizure – Chief Rush and Assistant Chief Jordan

**1/23-25/13** IACP Mid-Winter Conference – Chief Rush, Assistant Chief Jordan, Capt. Houston and Capt. Lowes

**1/29-30/13** Shotgun Instructor – Officer Kang

# **Westfield Police Department**

## **Monthly Performance Measures Report**



### **Board of Public Works & Safety**

**February 2013**

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# WESTFIELD POLICE DEPARTMENT

February 2013

## NON UCR OFFENSES

|                                           |          |
|-------------------------------------------|----------|
| <b>ALARMS</b>                             | <b>0</b> |
| ANIMALS/ INCLUDING DOG BITES              | 0        |
| <b>ASSIST OTHER AGENCY</b>                | <b>2</b> |
| CHECK DECEPTION                           | 0        |
| <b>CHILD ABUSE REPORTED</b>               | <b>5</b> |
| CHILD CUSTODY DISPUTE                     | 0        |
| <b>CHILD NEGLECT REPORTED</b>             | <b>2</b> |
| CIVIL DISPUTE                             | 9        |
| <b>CRIMINAL CONFINEMENT</b>               | <b>0</b> |
| CRIMINAL MISCHIEF/VANDALISM               | 4        |
| <b>CRIMINAL RECKLESSNESS</b>              | <b>0</b> |
| DAMAGED PROPERTY                          | 7        |
| <b>DEATHS OTHER THAN HOMICIDE/SUICIDE</b> | <b>2</b> |
| DISORDERLY CONDUCT                        | 1        |
| <b>DISTURBANCE/ARGUMENTS/FIGHTS</b>       | <b>5</b> |
| DOMESTIC DISTURBANCE                      | 7        |
| <b>DRIVING WHILE SUSPENDED</b>            | <b>9</b> |
| DRUG ABUSE VIOLATIONS                     | 9        |
| <b>FALSE INFORMING OR REPORTING</b>       | <b>0</b> |
| FORGERY/COUNTERFEITING                    | 0        |
| <b>FRAUD</b>                              | <b>8</b> |
| FRAUD-CREDIT CARD                         | 13       |
| <b>HARASSMENT</b>                         | <b>8</b> |
| HARASSMENT/TELEPHONE                      | 5        |
| <b>INCORRIGIBILITY</b>                    | <b>2</b> |
| INTERFERENCE WITH REPORTING A CRIME       | 0        |
| <b>INVASION OF PRIVACY</b>                | <b>2</b> |

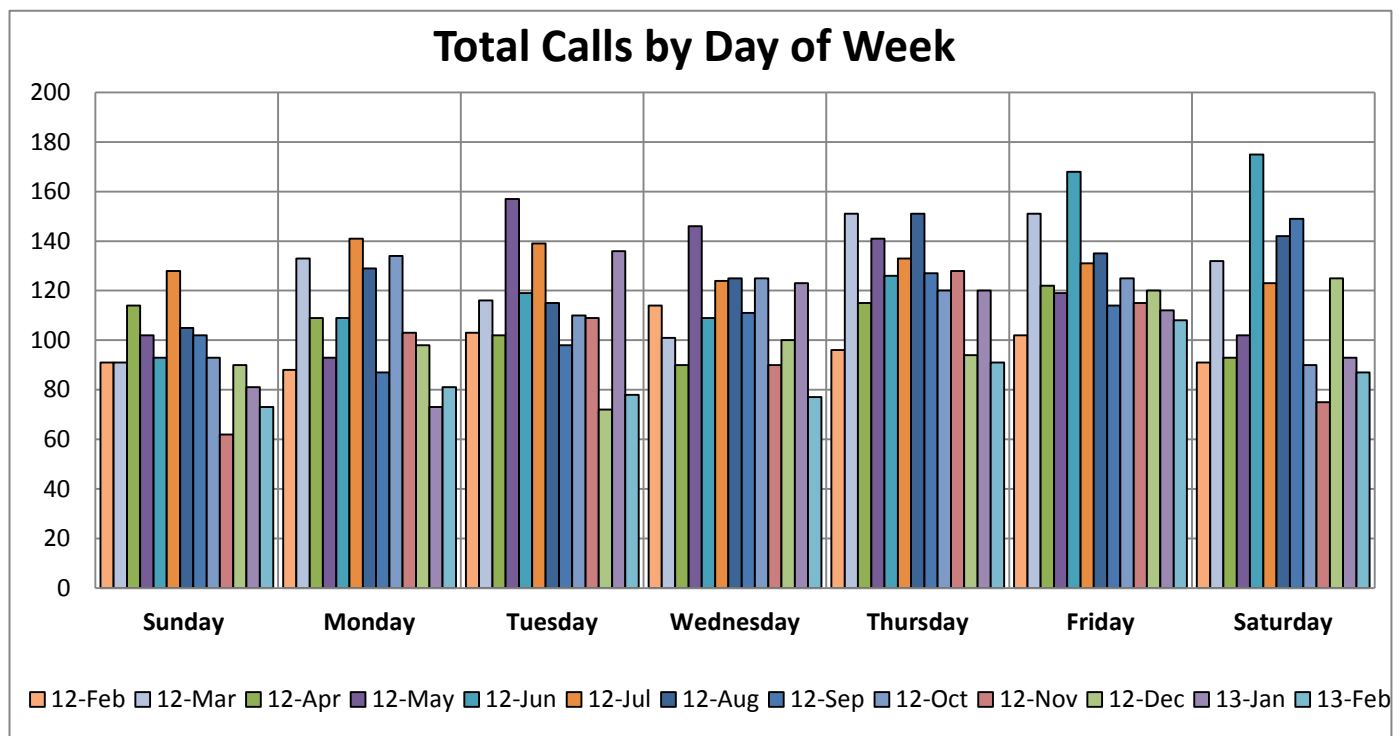
|                                       |          |
|---------------------------------------|----------|
| <b>JUVENILE COMPLAINT</b>             | <b>2</b> |
| LEAVING THE SCENE/HIT AND RUN         | 7        |
| <b>LIQUOR LAW VIOLATIONS</b>          | <b>0</b> |
| LOSS OF PROPERTY                      | 1        |
| <b>MENTAL PERSON/DEMENTED</b>         | <b>1</b> |
| MISSING PERSON/LOST                   | 0        |
| <b>OPERATING WHILE INTOXICATED</b>    | <b>7</b> |
| OPERATOR NEVER LICENSED               | 13       |
| <b>POSS MARIJUANA</b>                 | <b>4</b> |
| PROPERTY FOUND                        | 7        |
| <b>PUBLIC INTOXICATION</b>            | <b>2</b> |
| RECKLESS DRIVING                      | 3        |
| <b>RESIDENTIAL ENTRY</b>              | <b>1</b> |
| RESISTING LAW ENFORCEMENT             | 1        |
| <b>RUNAWAY</b>                        | <b>0</b> |
| SOLICITING                            | 0        |
| <b>STALKING</b>                       | <b>0</b> |
| SUICIDE/ATTEMPTS/THREATS OF           | 1        |
| <b>SUSPICIOUS INCIDENT/PERSON</b>     | <b>9</b> |
| THREATS/INTIMIDATION                  | 6        |
| <b>TRAFFIC ACCIDENTS</b>              | <b>7</b> |
| TRAFFIC VIOLATIONS                    | 26       |
| <b>TRESPASSING</b>                    | <b>1</b> |
| UNLAWFUL ENTRY OF A VEHICLE           | 7        |
| <b>VIOLATION OF RESTRAINING ORDER</b> | <b>0</b> |
| WEAPON VIOLATION                      | 0        |
| <b>WELFARE CHECK</b>                  | <b>8</b> |

# WESTFIELD POLICE DEPARTMENT

February 2013

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

| DAY       | 12-Feb | 12-Mar | 12-Apr | 12-May | 12-Jun | 12-Jul | 12-Aug | 12-Sep | 12-Oct | 12-Nov | 12-Dec | 13-Jan | 13-Feb |
|-----------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Sunday    | 91     | 91     | 114    | 102    | 93     | 128    | 105    | 102    | 93     | 62     | 90     | 81     | 73     |
| Monday    | 88     | 133    | 109    | 93     | 109    | 141    | 129    | 87     | 134    | 103    | 98     | 73     | 81     |
| Tuesday   | 103    | 116    | 102    | 157    | 119    | 139    | 115    | 98     | 110    | 109    | 72     | 136    | 78     |
| Wednesday | 114    | 101    | 90     | 146    | 109    | 124    | 125    | 111    | 125    | 90     | 100    | 123    | 77     |
| Thursday  | 96     | 151    | 115    | 141    | 126    | 133    | 151    | 127    | 120    | 128    | 94     | 120    | 91     |
| Friday    | 102    | 151    | 122    | 119    | 168    | 131    | 135    | 114    | 125    | 115    | 120    | 112    | 108    |
| Saturday  | 91     | 132    | 93     | 102    | 175    | 123    | 142    | 149    | 90     | 75     | 125    | 93     | 87     |
| TOTAL     | 685    | 875    | 745    | 860    | 899    | 919    | 902    | 788    | 797    | 682    | 699    | 738    | 595    |



# WESTFIELD POLICE DEPARTMENT

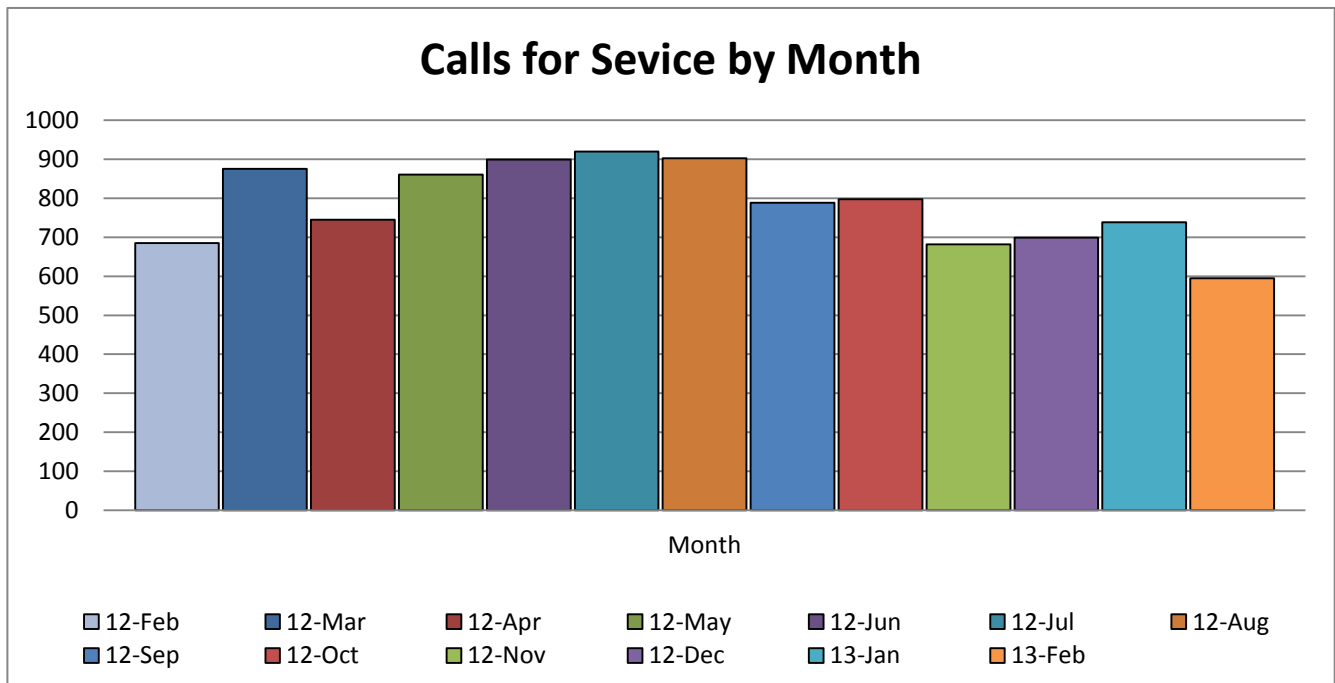
February 2013

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

| HOURL        | 12-Feb     | 12-Mar     | 12-Apr     | 12-May     | 12-Jun     | 12-Jul     | 12-Aug     | 12-Sep     | 12-Oct     | 12-Nov     | 12-Dec     | 13-Jan     | 13-Feb     |
|--------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| 0            | 14         | 22         | 20         | 26         | 22         | 33         | 22         | 21         | 25         | 12         | 16         | 17         | 17         |
| 1            | 12         | 25         | 20         | 19         | 19         | 22         | 21         | 7          | 9          | 15         | 20         | 16         | 12         |
| 2            | 8          | 16         | 14         | 11         | 11         | 10         | 13         | 9          | 7          | 12         | 10         | 14         | 7          |
| 3            | 15         | 15         | 16         | 10         | 16         | 18         | 15         | 9          | 8          | 9          | 10         | 13         | 8          |
| 4            | 7          | 5          | 10         | 9          | 16         | 15         | 9          | 11         | 10         | 9          | 6          | 3          | 7          |
| 5            | 9          | 12         | 7          | 10         | 5          | 11         | 12         | 8          | 13         | 9          | 9          | 14         | 11         |
| 6            | 9          | 13         | 17         | 18         | 12         | 11         | 18         | 19         | 32         | 13         | 11         | 10         | 11         |
| 7            | 25         | 35         | 17         | 27         | 23         | 22         | 27         | 20         | 21         | 33         | 28         | 24         | 14         |
| 8            | 20         | 40         | 37         | 29         | 33         | 35         | 36         | 36         | 37         | 35         | 38         | 35         | 24         |
| 9            | 33         | 39         | 38         | 28         | 40         | 41         | 48         | 36         | 45         | 40         | 39         | 35         | 37         |
| 10           | 46         | 32         | 40         | 50         | 41         | 46         | 45         | 52         | 36         | 40         | 39         | 39         | 43         |
| 11           | 42         | 42         | 43         | 49         | 58         | 62         | 40         | 38         | 45         | 40         | 39         | 46         | 33         |
| 12           | 43         | 57         | 36         | 48         | 47         | 52         | 56         | 43         | 47         | 36         | 44         | 44         | 43         |
| 13           | 40         | 53         | 39         | 53         | 43         | 35         | 60         | 51         | 46         | 47         | 40         | 37         | 39         |
| 14           | 41         | 57         | 50         | 53         | 54         | 42         | 55         | 45         | 60         | 44         | 39         | 52         | 35         |
| 15           | 56         | 62         | 44         | 60         | 54         | 67         | 73         | 54         | 53         | 44         | 47         | 56         | 40         |
| 16           | 48         | 61         | 50         | 58         | 65         | 60         | 52         | 41         | 40         | 46         | 41         | 58         | 45         |
| 17           | 39         | 49         | 57         | 52         | 63         | 51         | 54         | 63         | 52         | 34         | 37         | 44         | 34         |
| 18           | 38         | 46         | 44         | 58         | 50         | 58         | 47         | 59         | 45         | 35         | 36         | 47         | 31         |
| 19           | 31         | 53         | 40         | 49         | 50         | 49         | 50         | 34         | 47         | 30         | 42         | 26         | 24         |
| 20           | 30         | 57         | 29         | 49         | 53         | 44         | 34         | 45         | 44         | 31         | 32         | 26         | 25         |
| 21           | 29         | 31         | 27         | 30         | 48         | 53         | 37         | 41         | 36         | 26         | 24         | 36         | 21         |
| 22           | 23         | 33         | 29         | 36         | 44         | 47         | 44         | 24         | 24         | 18         | 21         | 25         | 18         |
| 23           | 27         | 20         | 21         | 28         | 32         | 35         | 34         | 22         | 15         | 24         | 31         | 21         | 16         |
| <b>TOTAL</b> | <b>685</b> | <b>875</b> | <b>745</b> | <b>860</b> | <b>899</b> | <b>919</b> | <b>902</b> | <b>788</b> | <b>797</b> | <b>682</b> | <b>699</b> | <b>738</b> | <b>595</b> |

# WESTFIELD POLICE DEPARTMENT

February 2013



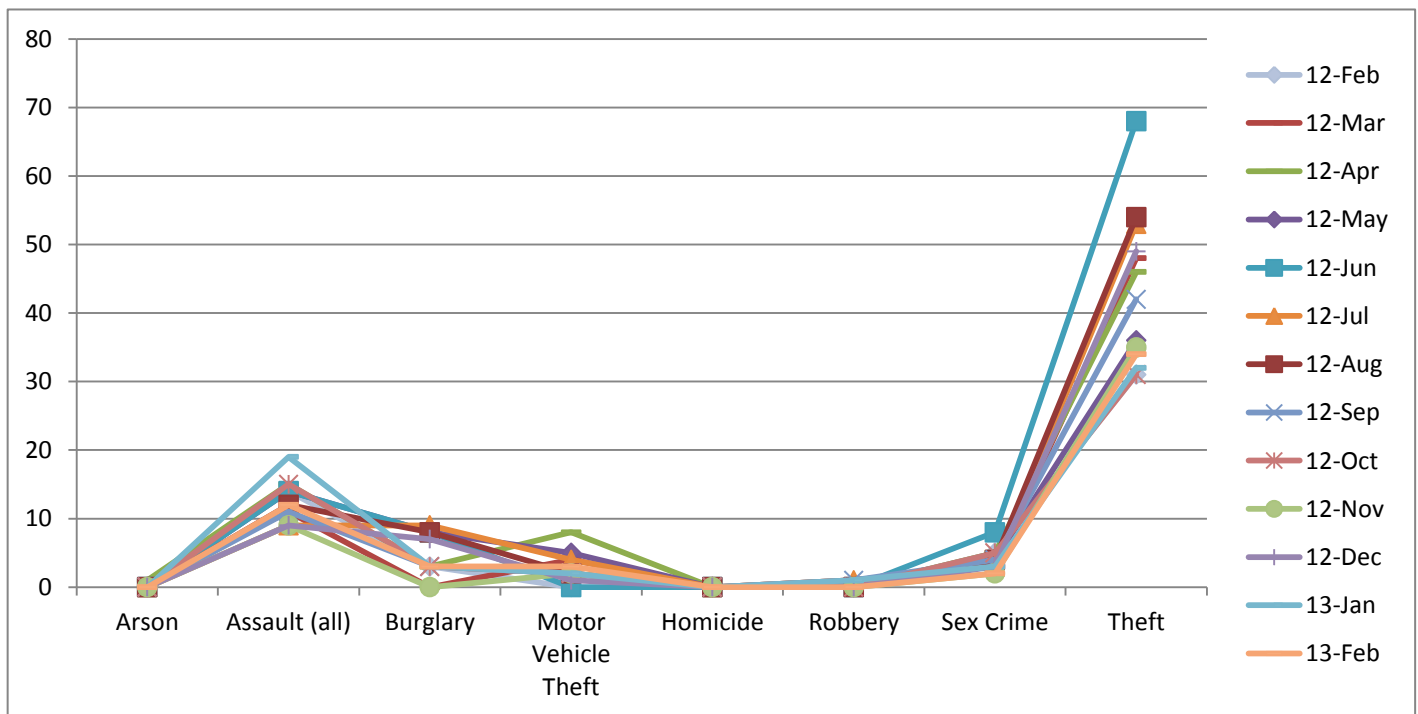
# WESTFIELD POLICE DEPARTMENT

February 2013

## UCR OFFENSES\*

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

\*hierarchy rule was not used in calculating results



# WESTFIELD POLICE DEPARTMENT

February 2013

## NON UCR OFFENSES

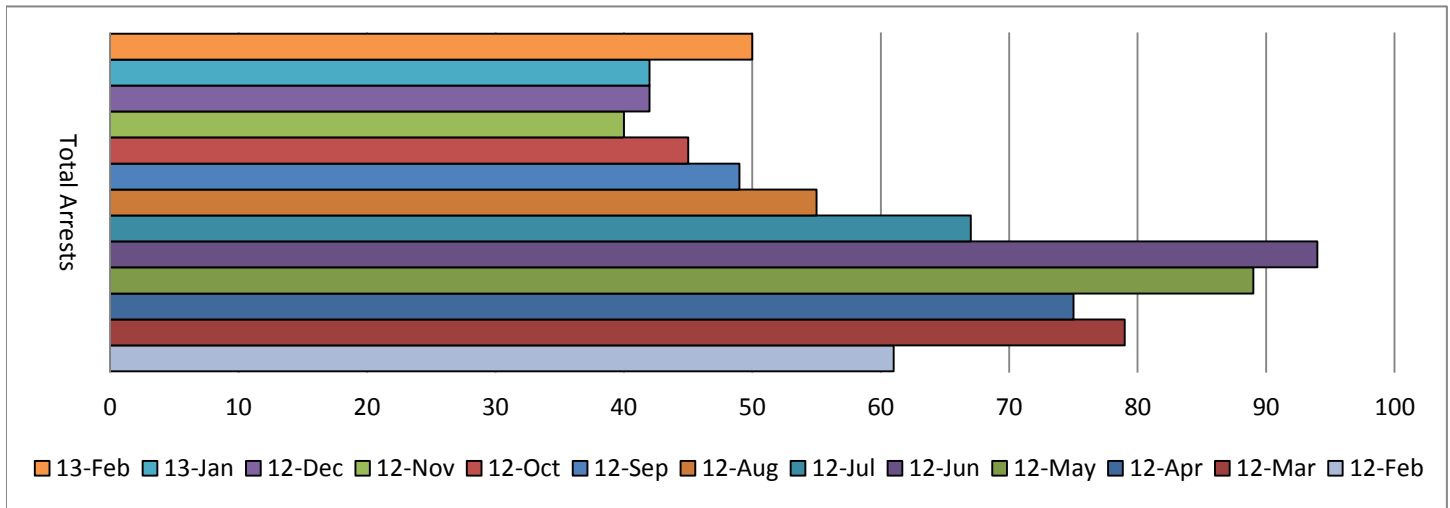
|                                           |          |
|-------------------------------------------|----------|
| <b>ALARMS</b>                             | <b>0</b> |
| ANIMALS/ INCLUDING DOG BITES              | 0        |
| <b>ASSIST OTHER AGENCY</b>                | <b>2</b> |
| CHECK DECEPTION                           | 0        |
| <b>CHILD ABUSE REPORTED</b>               | <b>5</b> |
| CHILD CUSTODY DISPUTE                     | 0        |
| <b>CHILD NEGLECT REPORTED</b>             | <b>2</b> |
| CIVIL DISPUTE                             | 9        |
| <b>CRIMINAL CONFINEMENT</b>               | <b>0</b> |
| CRIMINAL MISCHIEF/VANDALISM               | 4        |
| <b>CRIMINAL RECKLESSNESS</b>              | <b>0</b> |
| DAMAGED PROPERTY                          | 7        |
| <b>DEATHS OTHER THAN HOMICIDE/SUICIDE</b> | <b>2</b> |
| DISORDERLY CONDUCT                        | 1        |
| <b>DISTURBANCE/ARGUMENTS/FIGHTS</b>       | <b>5</b> |
| DOMESTIC DISTURBANCE                      | 7        |
| <b>DRIVING WHILE SUSPENDED</b>            | <b>9</b> |
| DRUG ABUSE VIOLATIONS                     | 9        |
| <b>FALSE INFORMING OR REPORTING</b>       | <b>0</b> |
| FORGERY/COUNTERFEITING                    | 0        |
| <b>FRAUD</b>                              | <b>8</b> |
| FRAUD-CREDIT CARD                         | 13       |
| <b>HARASSMENT</b>                         | <b>8</b> |
| HARASSMENT/TELEPHONE                      | 5        |
| <b>INCORRIGIBILITY</b>                    | <b>2</b> |
| INTERFERENCE WITH REPORTING A CRIME       | 0        |
| <b>INVASION OF PRIVACY</b>                | <b>2</b> |

|                                       |          |
|---------------------------------------|----------|
| <b>JUVENILE COMPLAINT</b>             | <b>2</b> |
| LEAVING THE SCENE/HIT AND RUN         | 7        |
| <b>LIQUOR LAW VIOLATIONS</b>          | <b>0</b> |
| LOSS OF PROPERTY                      | 1        |
| <b>MENTAL PERSON/DEMENTED</b>         | <b>1</b> |
| MISSING PERSON/LOST                   | 0        |
| <b>OPERATING WHILE INTOXICATED</b>    | <b>7</b> |
| OPERATOR NEVER LICENSED               | 13       |
| <b>POSS MARIJUANA</b>                 | <b>4</b> |
| PROPERTY FOUND                        | 7        |
| <b>PUBLIC INTOXICATION</b>            | <b>2</b> |
| RECKLESS DRIVING                      | 3        |
| <b>RESIDENTIAL ENTRY</b>              | <b>1</b> |
| RESISTING LAW ENFORCEMENT             | 1        |
| <b>RUNAWAY</b>                        | <b>0</b> |
| SOLICITING                            | 0        |
| <b>STALKING</b>                       | <b>0</b> |
| SUICIDE/ATTEMPTS/THREATS OF           | 1        |
| <b>SUSPICIOUS INCIDENT/PERSON</b>     | <b>9</b> |
| THREATS/INTIMIDATION                  | 6        |
| <b>TRAFFIC ACCIDENTS</b>              | <b>7</b> |
| TRAFFIC VIOLATIONS                    | 26       |
| <b>TRESPASSING</b>                    | <b>1</b> |
| UNLAWFUL ENTRY OF A VEHICLE           | 7        |
| <b>VIOLATION OF RESTRAINING ORDER</b> | <b>0</b> |
| WEAPON VIOLATION                      | 0        |
| <b>WELFARE CHECK</b>                  | <b>8</b> |

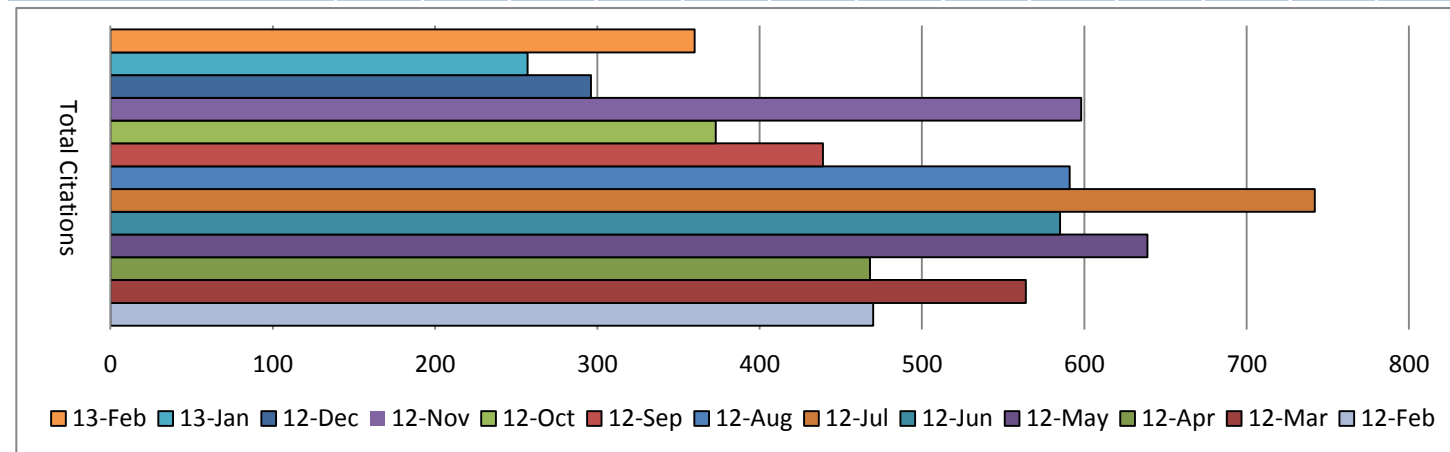
# WESTFIELD POLICE DEPARTMENT

February 2013

| Arrest Reports Taken   | 12-Feb    | 12-Ma     | 12-Apr    | 12-Ma     | 12-Jun    | 12-Jul    | 12-Aug    | 12-Sep    | 12-Oct    | 12-Nov    | 12-Dec    | 13-Jan    | 13-Feb    |
|------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| Alcohol/ Drug Related  | 29        | 34        | 26        | 41        | 37        | 31        | 25        | 24        | 23        | 14        | 13        | 14        | 15        |
| Felony Charges         | 26        | 21        | 30        | 20        | 24        | 18        | 11        | 16        | 11        | 14        | 8         | 12        | 8         |
| Misdemeanor Charges    | 81        | 90        | 82        | 118       | 111       | 70        | 58        | 61        | 56        | 42        | 50        | 44        | 59        |
| Traffic Arrest Charges | 51        | 42        | 52        | 65        | 49        | 42        | 31        | 34        | 28        | 17        | 36        | 28        | 39        |
| <b>Total Arrests</b>   | <b>61</b> | <b>79</b> | <b>75</b> | <b>89</b> | <b>94</b> | <b>67</b> | <b>55</b> | <b>49</b> | <b>45</b> | <b>40</b> | <b>42</b> | <b>42</b> | <b>50</b> |



| Traffic                        | 12-Feb     | 12-Ma      | 12-Apr     | 12-Ma       | 12-Jun     | 12-Jul     | 12-Aug     | 12-Sep     | 12-Oct     | 12-Nov     | 12-Dec     | 13-Jan     | 13-Feb     |
|--------------------------------|------------|------------|------------|-------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| <b>Total Citations</b>         | <b>470</b> | <b>564</b> | <b>468</b> | <b>639</b>  | <b>585</b> | <b>742</b> | <b>591</b> | <b>439</b> | <b>373</b> | <b>598</b> | <b>296</b> | <b>257</b> | <b>360</b> |
| <i>Bike Patrol</i>             | 0          | 1          | 0          | 0           | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          |
| <b>Total Written Warnings</b>  | <b>733</b> | <b>802</b> | <b>811</b> | <b>1092</b> | <b>813</b> | <b>811</b> | <b>724</b> | <b>714</b> | <b>633</b> | <b>735</b> | <b>555</b> | <b>601</b> | <b>677</b> |
| <i>Bike Patrol</i>             | 0          | 8          | 0          | 0           | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          |
| <b>Total Traffic Accidents</b> | <b>48</b>  | <b>54</b>  | <b>38</b>  | <b>70</b>   | <b>52</b>  | <b>53</b>  | <b>64</b>  | <b>45</b>  | <b>55</b>  | <b>50</b>  | <b>64</b>  | <b>53</b>  | <b>40</b>  |
| <i>Hit and Run</i>             | 5          | 7          | 1          | 8           | 6          | 4          | 4          | 2          | 3          | 1          | 3          | 2          | 3          |
| <i>Personal Injury</i>         | 13         | 7          | 13         | 10          | 5          | 14         | 16         | 9          | 7          | 10         | 12         | 8          | 6          |
| <i>*Fatality</i>               | 0          | 0          | 0          | 0           | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          | 0          |
| <i>Property Damage</i>         | 30         | 40         | 24         | 52          | 41         | 35         | 44         | 34         | 45         | 39         | 49         | 43         | 31         |

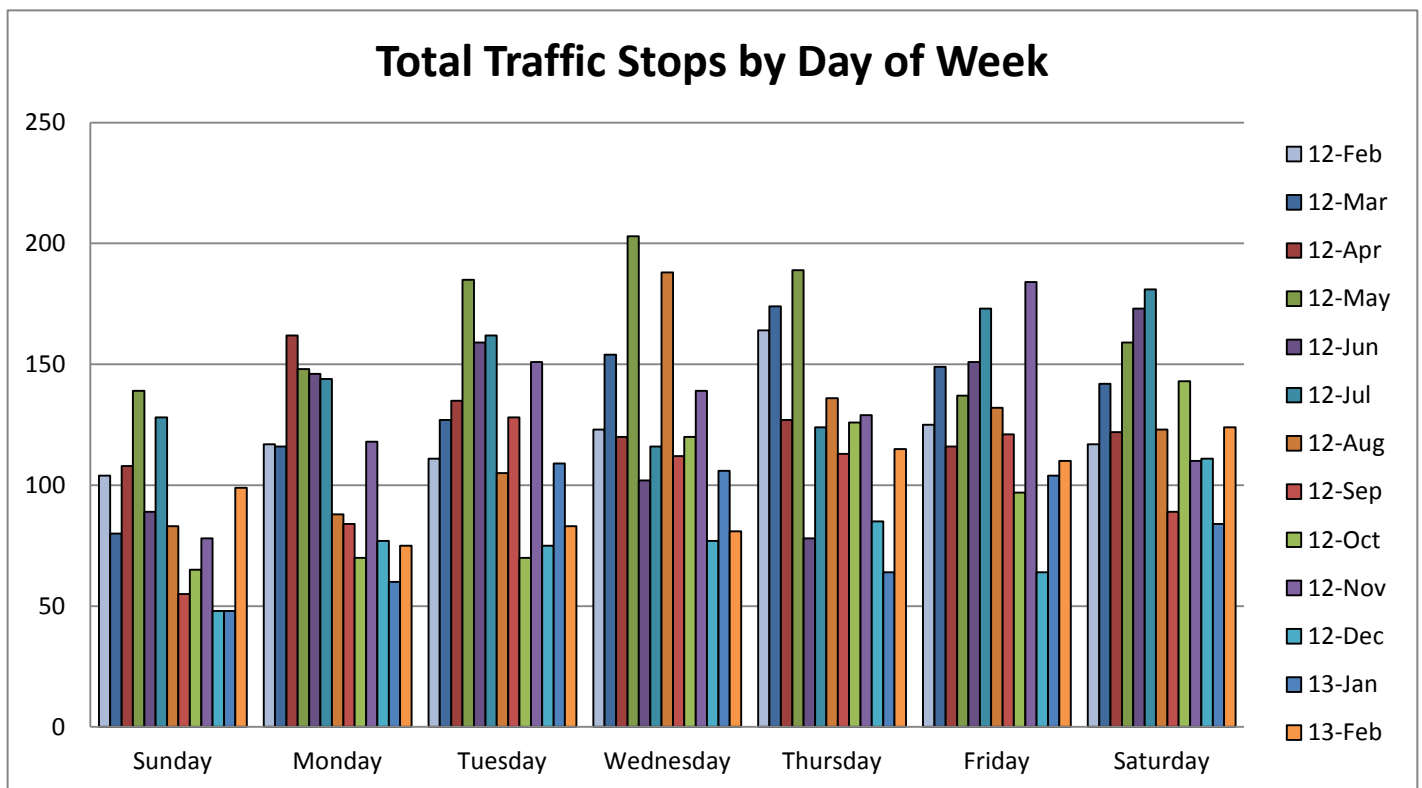


# WESTFIELD POLICE DEPARTMENT

February 2013

## Traffic Stops: SELF INITIATED by Day of Week

| Day:         | 12-Feb     | 12-Mar     | 12-Apr     | 12-May      | 12-Jun     | 12-Jul      | 12-Aug     | 12-Sep     | 12-Oct     | 12-Nov     | 12-Dec     | 13-Jan     | 13-Feb     |
|--------------|------------|------------|------------|-------------|------------|-------------|------------|------------|------------|------------|------------|------------|------------|
| Sunday       | 104        | 80         | 108        | 139         | 89         | 128         | 83         | 55         | 65         | 78         | 48         | 48         | 99         |
| Monday       | 117        | 116        | 162        | 148         | 146        | 144         | 88         | 84         | 70         | 118        | 77         | 60         | 75         |
| Tuesday      | 111        | 127        | 135        | 185         | 159        | 162         | 105        | 128        | 70         | 151        | 75         | 109        | 83         |
| Wednesday    | 123        | 154        | 120        | 203         | 102        | 116         | 188        | 112        | 120        | 139        | 77         | 106        | 81         |
| Thursday     | 164        | 174        | 127        | 189         | 78         | 124         | 136        | 113        | 126        | 129        | 85         | 64         | 115        |
| Friday       | 125        | 149        | 116        | 137         | 151        | 173         | 132        | 121        | 97         | 184        | 64         | 104        | 110        |
| Saturday     | 117        | 142        | 122        | 159         | 173        | 181         | 123        | 89         | 143        | 110        | 111        | 84         | 124        |
| <b>TOTAL</b> | <b>861</b> | <b>942</b> | <b>890</b> | <b>1160</b> | <b>898</b> | <b>1028</b> | <b>855</b> | <b>702</b> | <b>691</b> | <b>909</b> | <b>537</b> | <b>575</b> | <b>687</b> |



# WESTFIELD POLICE DEPARTMENT

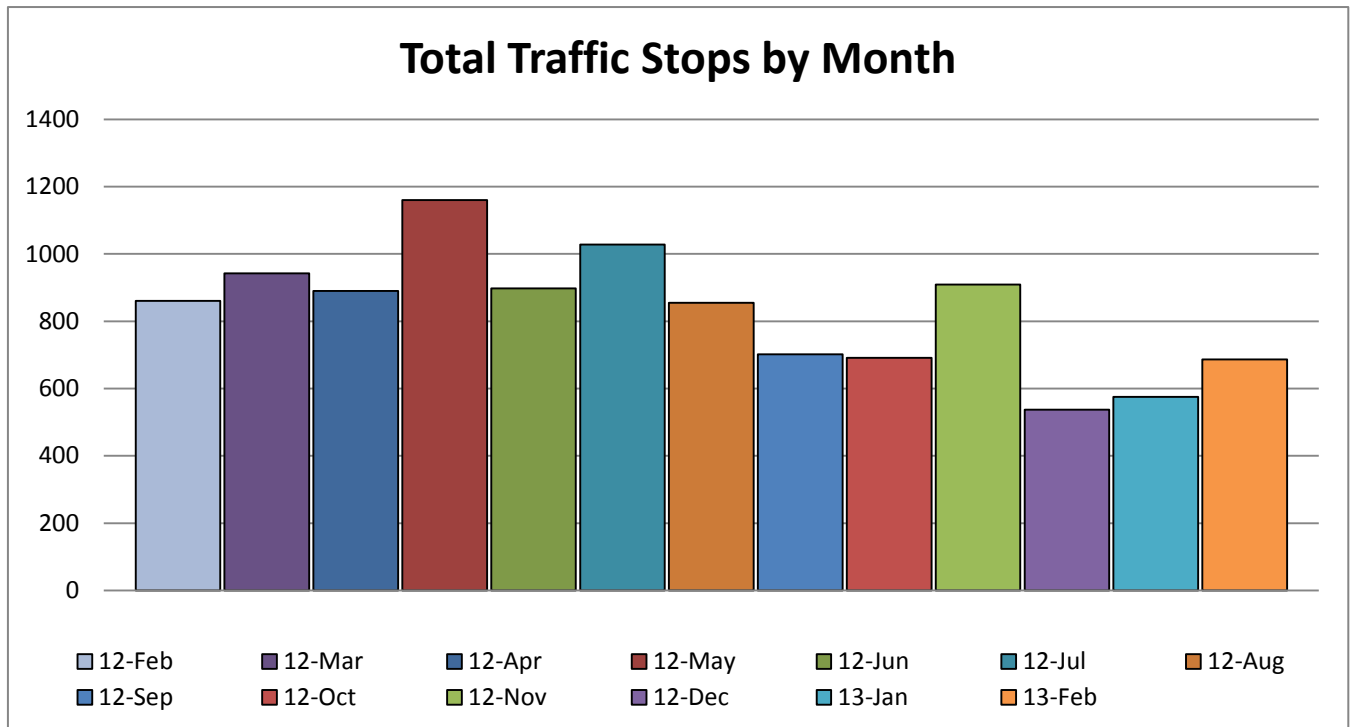
February 2013

## Traffic Stops: SELF INITIATED by Hour of Day

| Hour:        | 12-Feb     | 12-Mar     | 12-Apr     | 12-May      | 12-Jun     | 12-Jul      | 12-Aug     | 12-Sep     | 12-Oct     | 12-Nov     | 12-Dec     | 13-Jan     | 13-Feb     |
|--------------|------------|------------|------------|-------------|------------|-------------|------------|------------|------------|------------|------------|------------|------------|
| 0            | 44         | 49         | 48         | 63          | 30         | 24          | 29         | 36         | 31         | 36         | 24         | 34         | 45         |
| 1            | 32         | 27         | 38         | 34          | 33         | 17          | 22         | 14         | 18         | 19         | 17         | 28         | 29         |
| 2            | 18         | 14         | 15         | 20          | 20         | 12          | 6          | 11         | 13         | 7          | 12         | 12         | 12         |
| 3            | 4          | 2          | 6          | 3           | 9          | 5           | 7          | 6          | 7          | 11         | 5          | 3          | 7          |
| 4            | 9          | 5          | 3          | 24          | 11         | 5           | 5          | 11         | 17         | 14         | 12         | 10         | 9          |
| 5            | 11         | 4          | 8          | 17          | 16         | 5           | 4          | 11         | 16         | 10         | 26         | 10         | 19         |
| 6            | 10         | 16         | 13         | 11          | 4          | 8           | 7          | 6          | 6          | 2          | 0          | 2          | 4          |
| 7            | 38         | 25         | 20         | 28          | 25         | 26          | 35         | 15         | 16         | 15         | 10         | 18         | 13         |
| 8            | 29         | 31         | 15         | 43          | 36         | 44          | 54         | 43         | 34         | 45         | 29         | 26         | 25         |
| 9            | 25         | 36         | 26         | 49          | 32         | 54          | 55         | 36         | 32         | 58         | 26         | 40         | 25         |
| 10           | 26         | 57         | 26         | 54          | 49         | 75          | 47         | 49         | 53         | 58         | 27         | 22         | 35         |
| 11           | 21         | 29         | 9          | 20          | 22         | 39          | 37         | 11         | 24         | 38         | 14         | 7          | 19         |
| 12           | 28         | 39         | 26         | 23          | 24         | 55          | 44         | 31         | 22         | 41         | 13         | 19         | 19         |
| 13           | 38         | 48         | 41         | 33          | 48         | 71          | 55         | 56         | 25         | 62         | 11         | 40         | 15         |
| 14           | 29         | 54         | 44         | 41          | 41         | 72          | 60         | 53         | 23         | 63         | 25         | 40         | 16         |
| 15           | 30         | 43         | 36         | 35          | 42         | 73          | 52         | 31         | 24         | 42         | 22         | 13         | 9          |
| 16           | 16         | 38         | 19         | 31          | 42         | 66          | 33         | 18         | 23         | 36         | 5          | 4          | 6          |
| 17           | 34         | 30         | 23         | 19          | 31         | 38          | 20         | 16         | 8          | 22         | 18         | 15         | 16         |
| 18           | 81         | 110        | 114        | 133         | 56         | 50          | 50         | 26         | 28         | 39         | 26         | 15         | 32         |
| 19           | 90         | 67         | 82         | 113         | 109        | 75          | 69         | 63         | 78         | 74         | 39         | 42         | 92         |
| 20           | 41         | 42         | 40         | 59          | 44         | 64          | 30         | 36         | 53         | 41         | 43         | 41         | 53         |
| 21           | 61         | 57         | 74         | 93          | 50         | 41          | 33         | 26         | 40         | 43         | 38         | 31         | 32         |
| 22           | 79         | 57         | 91         | 102         | 71         | 54          | 48         | 43         | 61         | 78         | 54         | 56         | 57         |
| 23           | 67         | 62         | 73         | 112         | 53         | 55          | 53         | 54         | 39         | 55         | 41         | 47         | 98         |
| <b>TOTAL</b> | <b>861</b> | <b>942</b> | <b>890</b> | <b>1160</b> | <b>898</b> | <b>1028</b> | <b>855</b> | <b>702</b> | <b>691</b> | <b>909</b> | <b>537</b> | <b>575</b> | <b>687</b> |

# WESTFIELD POLICE DEPARTMENT

February 2013



**Westfield Police Department  
Community Events  
February 2013**

**2/7/13** Countryside Neighborhood Watch Breakfast – Assistant Chief Jordan and Det. Bays

**2/11/13** Body Safety Class – Det. Clouse

**2/13/13** Body Safety Class – Det. Clouse

**2/13/13** Cub Scout Tour/Safety Talk – Lt. Gorrell

**2/13/13** Cub Scout Tour/Safety Talk – Nights A

**2/16/13** Villages of Oak Manor Neighborhood Watch Meeting – Assistant Chief Jordan and Lt. Gentry

**2/19/13** Centennial Pre-School Visit – Officer Griffin

**2/21/13** Neighborhood Watch Meeting for Countryside and Merrimac – Assistant Chief Jordan

**2/21/13** Crime Scene Investigator Demonstration at Oak Trace Elementary – Officer Blackford

**2/25/13** Active Shooter Demonstration for Westfield Middle School – Chief Rush, Det. Capt. Houston, Det. Lt. Lilly, Det. Marlow, and Officers Larrison, Howard and Daniels

**2/26/13** Area Investigators Meeting – Det. Capt. Houston and Det. Lt. Lilly

**2/26/13** WeCan Meeting

**2/27/13** Body Safety Class – Det. Clouse

**2/28/13** Meeting Ameriana Bank President to Discuss Recent Bank Robberies – Det. Capt. Houston and Det. Lt. Lilly

**2/28/13** Hoops for Heart at Westfield Intermediate School – Officer Larrison

**Meetings with Target, Wal-Mart and Best Buy to Discuss Loss Prevention – Det. Bays**

**13 car seat installations – Denise Gilreath**

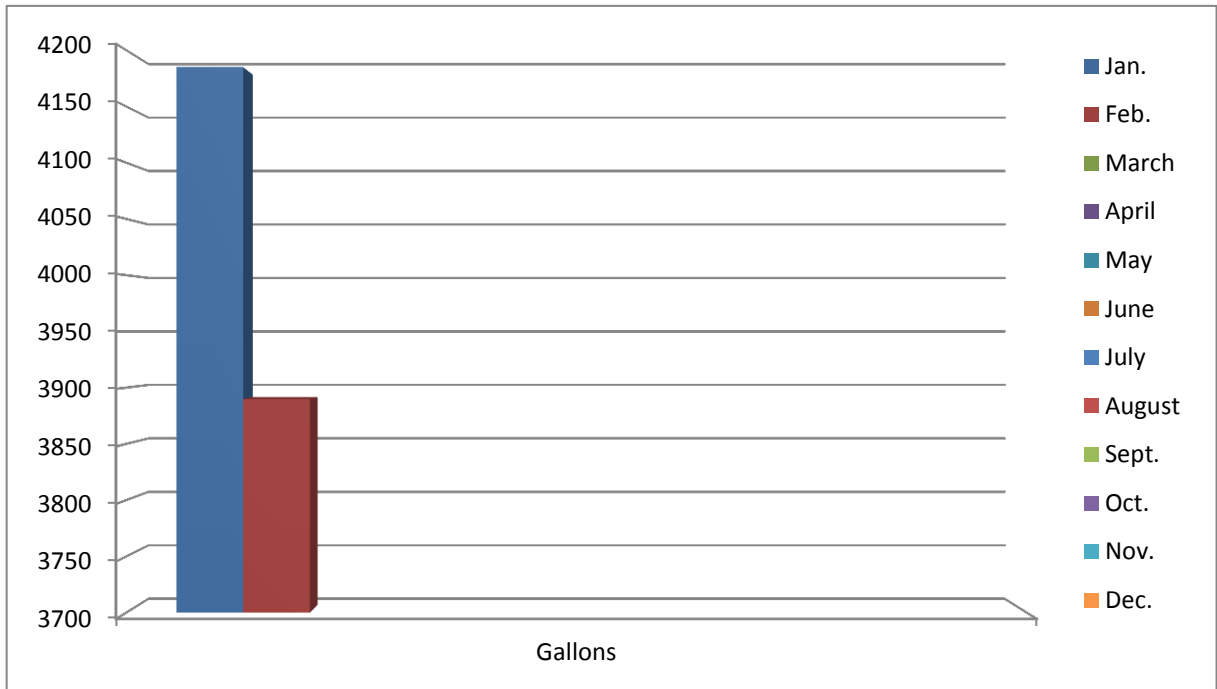
# WESTFIELD POLICE DEPARTMENT

## Monthly Fuel Purchases

Gallons 2012/2013

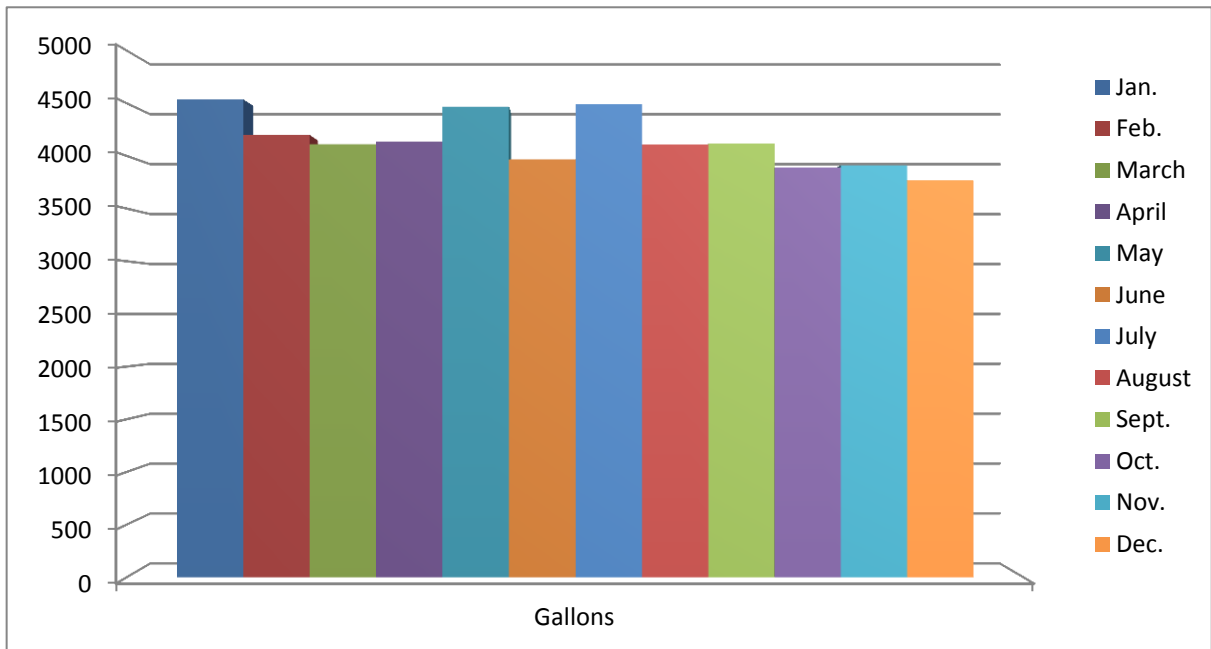
Fuel Purchases 2013

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



Fuel Purchases 2012

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



## **Monthly Training Summary**

**February 2013**

**1/4-6/13** Managing the Detective Unit – Det. Capt. Houston and Det. Lt. Lilly

**2/7/13** monthly K-9 – Officers Kang and Swiatkowski

**2/11/13** Understanding Police Use of Force – Capt. Lowes

**2/11-14/13** Departmental Physical Tactics

**2/12/13** Departmental Firearms

**2/14/13** Monthly ESU – Sgt. Siara and Officer Harrell

**2/19-21/13** Performance Evaluations – Capt. Lowes

**2/23-24/13** Crossfit Level 1 Instructor – Officers Larrison and Swiatkowski

**2/25-3/1/13** Bloodstain Pattern Analysis 1 – Officer Blackford

**2/26-28/13** Commercial Motor Vehicle Criminal Interdiction – Capt. Lowes, Officers Somerville, Swiatkowski, Newlin-Haus and Kang

**2/26/13** Building Clearing and Room Entry Refresher – Sgt. Carter, Sgt. Adams and Officers Nichols, Ford and Tribbett

## 2013 Vehicle Replacement

# Memo



To: Board of Public Works  
 From: Jason Lemons, Fire Chief  
 CC: File  
 Date: 3/28/2013  
 Re: Vehicle Replacement

The fire department is in need of replacing one obsolete vehicle. The expense of maintaining this vehicle has continued to rise. The current Kelly Blue book trade in value is estimated at \$3,500 for our 2003 Chevy Trailblazer. Our intent is to trade in this vehicle and not offer it to personnel because of the maintenance issues. I plan to use funds from the departments EMS line item for this purchase.

| <u>Trade in Vehicles:</u> | <u>Estimate</u> |
|---------------------------|-----------------|
| 2003 Chevy Trailblazer    | \$3,500         |
| <b>Total</b>              | <b>\$3,500</b>  |

| <u>Fire Department Vehicles :</u> | <u>Estimate</u> |
|-----------------------------------|-----------------|
| 2013 Tahoe                        | \$24,046        |
| <b>Total</b>                      | <b>\$24,046</b> |

| <u>Whelen</u> |                         | <u>Qty</u> | <u>Price each</u> | <u>Total</u>      |
|---------------|-------------------------|------------|-------------------|-------------------|
| FDCT10RR      | drive red light         | 2          | \$167.30          | \$334.60          |
| I13UF8        | inner light bar         | 1          | \$665.70          | \$665.70          |
| IONR          | red light               | 6          | \$90.00           | \$540.00          |
| IOND          | red /white light        | 2          | \$90.00           | \$180.00          |
| IONA          | amber light             | 2          | \$90.00           | \$180.00          |
| IONSMD        | red/ white light        | 2          | \$120.40          | \$240.80          |
| M2D           | red/white light         | 2          | \$119.70          | \$329.40          |
| RBKT5         | bracket                 | 2          | \$10.85           | \$21.70           |
| RSR02ZCR      | red light               | 2          | \$73.50           | \$147.00          |
| CCSRN3        | light, siren controller | 1          | \$938.70          | \$938.70          |
| SAK24         | bracket                 | 1          | \$25.20           | \$25.20           |
| SA315P        | siren speaker           | 1          | \$219.80          | \$219.80          |
| AVN2RR        | red lights              | 4          | \$215.00          | \$215.00          |
|               |                         |            | <b>Total</b>      | <b>\$3,950.00</b> |

|                       |                                   |
|-----------------------|-----------------------------------|
| 2013 Chevy Tahoe      | \$24,046 (after \$5,804 discount) |
| Lighting and Consoles | \$3,950                           |
| <u>Minus trade-in</u> | <u>- \$3,500</u>                  |
| <b>Grand Total</b>    | <b>\$24,496</b>                   |

Prepared For:  
Mr. Mike Blech  
Westfield Fire Department  
Indiana

Prepared By:  
John Colglazier  
DON HINDS FORD, INC.  
12610 Ford Dr.  
Fishers, Indiana, 46038  
Phone: 3178499000



## Quotation

## 2013 Ford Sedan Police Interceptor

AWD Base (P2M)

|                  |                      |
|------------------|----------------------|
| Vehicle Snapshot |                      |
| Engine:          | 3.5L TI-VCT V6 (FFV) |
| Transmission:    | 6-Speed Automatic    |
| Rear Axle Ratio: | 0.00                 |
| GVWR:            |                      |

| Description                                | MSRP        |
|--------------------------------------------|-------------|
| Vehicle Price (excluding option discounts) | \$29,055.00 |
| Vehicle Subtotal                           | \$29,055.00 |
| Option Credits                             | 0.00        |
| Other (Discount)Margin                     | (5,804.00)  |
| Incentives                                 | 0.00        |
| Total Other Items                          | (5,804.00)  |
| Net Selling Price                          | \$23,251.00 |
| Destination                                | 795.00      |
| Total Quote                                | \$24,046.00 |
| TOTAL                                      | \$24,046.00 |

Customer Signature

Acceptance Date

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.  
Reference CT05208712 1/14/2013



**Mayor**  
Andy Cook

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

**Clerk Treasurer**  
Cindy J. Gossard

**Parks and Recreation**

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

2728 East 171st Street  
Westfield, IN 46074  
[westfield.in.gov](http://westfield.in.gov)

TO: Westfield Board of Works and Safety

From: Melody Jones

CC: Todd Burtron

Date: March 28, 2013

RE: Monon Trail Tunnel at 161<sup>st</sup> Street - Phase 1

Board of Works and Safety

Westfield Parks and Recreation Department is requesting the approval to contract with United Consulting to perform the following services for Phase 1 of the Monon Trail Tunnel under 161<sup>st</sup> Street:

- Survey
- Utility Coordination
- Cemetery Management Plan
- Geotechnical Investigation
- INDOT Project Coordination
- Design, Plans & Bid Documents
- Construction Project Inspection

Phase 1 construction will consist of constructing a single span concrete slab structure under the existing roadway. The proposed structure will be sized to provide a horizontal clearance of 14' and a minimum vertical clearance of 10' to the Monon Trail. The structure width will accommodate the existing two lane configuration of 161<sup>st</sup> Street including railing. The structure will be constructed under fill to better facilitate future changes to the cross section of 161<sup>st</sup> Street.

The structure will be supported on a pile foundation. During Phase 1, the piles will be driven into the existing ground and the cap and slab structure placed. The earthwork will be left in place between the piles for removal in Phase 2.

The excavations adjacent to and over the single span concrete slab structure will then be backfilled to match the existing conditions in order to maintain the at-grade crossing for the Monon Trail. The pavement section

for 161<sup>st</sup> Street will be reconstructed within the limits of the excavation and the trail will be restored to its present condition. Coordination with INDOT while 161<sup>st</sup> Street will be closed for the US 31 project will provide at future construction cost savings estimated at about \$500,000.

United Consulting services will cost \$80,530, which include construction inspection. This project will be funded with park impact fees.

The Westfield Parks and Recreation Department request approval and plans to issue a Notice to Proceed upon the Board of Works and Safety's approval today.

#### **Parks and Recreation**

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

2728 East 171st Street  
Westfield, IN 46074  
**[westfield.in.gov](http://westfield.in.gov)**

**CONTRACT FOR PROFESSIONAL SERVICES**

This Contract for Professional Services is made and entered into as of the 20th day of March 2013, by and between City of Westfield ("Contracting Party") and United Consulting ("Consultant").

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

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

- (a) Professional services provided by Consultant: United Consulting (See Exhibit B attached hereto and made a part hereof).
- (b) Location: 161<sup>st</sup> Street over Monon Trail, Westfield, Indiana 46074 (the "City Property")
- (c) Date by which the Services shall be completed: October 4, 2013 (the "Completion Date")
- (d) Purchase Price: Eighty Thousand Five Hundred Thirty and 00/100, \$80,530.00 (see Proposal dated 03.11.13- Exhibit B) Payments per approved invoiced amount and payable within forty-five (45) days following Contracting Party's receipt of an invoice at the address specified below.
- (e) Addresses:

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

City of Westfield  
Attn: Melody Jones  
2728 East 171<sup>st</sup> Street  
Westfield, Indiana 46074

ap@westfield.in.gov  
or  
City of Westfield  
Attn: Accounts Payable  
2728 East 171<sup>st</sup> Street  
Westfield, Indiana 46074

If to Consultant:  
United Consulting  
1625 N. Post Road  
Indianapolis, IN 46219  
Attn: Chris Pope

B. **Contract Terms and Conditions.** This Contract for Professional Services is subject to the Contract Terms and Conditions set forth in paragraphs 1-28 attached hereto and made a part hereof, the Project Changes, Attachment 1, and Exhibit A and Exhibit B 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.

C. **Amendment.** No alteration, addition, deletion or modification of the Contract shall be valid or binding unless made in accordance with the provisions of paragraph 23 hereof.

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

## **CONTRACT TERMS AND CONDITIONS**

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

2. **PERFORMANCE:** Consultant hereby agrees to provide all services necessary to perform the requirements of this Contract and to execute its responsibilities hereunder by following and applying at all times the Degree of skill and care exercised by similar professionals currently performing similar services under similar conditions. Contracting Party reserves the right at any time to direct changes, or cause Consultant to make changes in the services or to otherwise change the scope of the services covered by this Contract with a signed Change Order executed by both parties, and Consultant 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 professional services under this Contract shall be completed no later than the Completion Date. The Consultant shall submit for Contracting Party's approval a detailed schedule for the performance of the services which shall include allowances for periods of time required for Contracting Party's review and approval of submission by Consultant. Time limits established by this detailed schedule shall be consistent with the Completion Date. Time is of the essence of this Contract. If the Consultant fails to comply with Section A; Basic Terms, Paragraph c, [Completion Date], the Consultant shall be subject to delay damages of .5% of the Contract value per day unless the delays are beyond the reasonable control of the consultant.

4. **PRICE TERMS:** All of the prices, terms and representations by Consultant herein are at least as favorable to Contracting Party as those offered by Consultant to other customers purchasing similar professional services under the same material term and conditions.

5. **DISCLOSURE, WARNINGS AND INSTRUCTIONS:** Consultant shall maintain at the job site all Material Safety Data Sheets (MSDS) for all products used by consultant 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 Consultant, Contracting Party, at its option, may purchase goods or services from other sources and reduce its schedules to Consultant by such quantities, without liability to Consultant, or have Consultant 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:** Consultant shall not cause or permit the filing of any lien related to its services. In the event any such lien is filed and Consultant 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 Consultant's sole cost and expense. Consultant 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 Consultant commits any of the following (each, a "Default"): (a) repudiates or breaches any of the terms of this Contract, including, without limitation, Consultant's representations; (b) fails to perform services as specified by Contracting Party; (c) fails to make progress for reasons within the Consultants 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 Consultant 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 Consultant; (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 Consultant and Consultant 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:** Consultant agrees that Consultant 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 Consultant's remedies. Consultant shall not be liable to the mortgage or ground lessee for any claims under this contract.

10. **REQUIRED INSURANCE AND INDEMNIFICATION:**

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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| <b>Worker's Compensation</b>                                                                                                                                                                                                                                                                                                                                                                                                                            | Required.                                                                                            |
| <b>Employer's Liability</b>                                                                                                                                                                                                                                                                                                                                                                                                                             | \$2,000,000 each accident, \$2,000,000 disease each employee, and \$2,000,000 disease policy limits. |
| <b>Commercial General Liability (CG0001)</b> , 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 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). | \$5,000,000 Per Occurrence and \$5,000,000 General Aggregate.                                        |
| <b>Commercial Automobile Liability</b> , including Owned, Non-Owned and Hired Car coverages.                                                                                                                                                                                                                                                                                                                                                            | \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage.                             |

- (b) The insurance shall be procured from companies authorized to do business in the state in which the Contracting Party's property is located. Except as otherwise expressly set forth herein, coverage shall be on an occurrence basis. All insurance procured or maintained by Consultant 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. Consultant shall permit Contracting Party to examine the actual policies upon request at the Consultant'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 where the City property is located 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. Consultant 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) Consultant 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 Consultant, its employees or sub consultants, 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 services: \$2,000,000 per claim and \$5,000,000 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 Consultant 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 Consultant's behalf and offset the cost of insurance related to the contracted services against any payments due Consultant.

11. **SAFETY**: Consultant 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, Consultant shall also comply with Contracting Party's Rules of Conduct, 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 Consultant. 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 Consultant 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. Consultant 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 Consultant shall be considered net of indebtedness of Consultant to Contracting Party, and Contracting Party may deduct any amounts due or to become due specific to the services provided for the project from Consultant 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 Consultant.

13. **CONSTRUCTION PHASE SERVICES:** Should the Contracting Party authorize construction installation based on the plans provided under this Contract without project observation, review of Contractor's performance, and/or construction phase services by the Consultant, the Contracting Party assumes all responsibility for interpretation of these documents and for construction observation, and waives any claims against the Consultant that may be in any way connected thereto.

14. **OWNERSHIP OF DOCUMENTS:** It is understood by and between the parties to this Contract that all Drawings, Specifications and other work or products of the Consultant for this Project shall remain the property of the Consultant and are instruments of service for this Project only and shall apply to this particular Project only for the specific purpose intended. Any reuse of the instruments of service of the Consultant by the Contracting Party for any extensions of the Project or for any other project without the written permission of the Consultant shall be prohibited.

15. **OPINION OF CONSTRUCTION COSTS:** Any opinion of construction cost prepared by the Consultant represents his judgment as a design professional and is supplied for the general guidance of the Contracting Party. Since the Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, the Consultant does not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost to the Contracting Party.

16. **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.

17. **ADVERTISING, PUBLICITY AND PUBLIC RELATIONS:** Consultant shall not, without first obtaining the express written consent of Contracting Party, in any manner advertise or publish the fact that Consultant has contracted to furnish Contracting Party the services herein contracted, or use any trademarks or tradenames of the City's advertising, promotional materials or web sites. In the event of Consultant'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.

18. **GOVERNMENT COMPLIANCE:** Consultant agrees to comply with all present federal, state and local laws, orders, rules, regulations, codes and ordinances which may be applicable to Consultant's performance of its obligations under this Contract, and all provisions required thereby to be included herein, are hereby incorporated by reference. Consultant 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 Consultant.

19. **NO IMPLIED WAIVER:** The failure of either party at any time to require performance by the other party of any provision of this 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.

20. **NON-ASSIGNMENT:** Consultant shall not assign or pledge this 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.

21. **RELATIONSHIP OF PARTIES:** Consultant 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. Consultant 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 Consultant's fault or negligence.

22. **GOVERNING LAW:** This Contract is to be construed in accordance with and governed by the laws of the state where the City property is located.

23. **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.

24. **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 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.

25. **TERMINATION:** Contracting Party may terminate this Contract (a) immediately, in the event of a Default by Consultant, or (b) at any time without cause upon seven (7) days' prior written notice to Consultant. In the event of such termination, Consultant shall be entitled to receive only payment for conforming instruments of service delivered as of the date of termination and compensation for 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 Consultant.

26. **ENTIRE AGREEMENT:** This Contract, together with any attachments, exhibits, or supplements, specifically referenced in this Contract, constitutes the entire agreement between Consultant 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.

27. **OFAC COMPLIANCE:** The Office of Foreign Assets Control (OFAC) prohibits US persons from entering into transactions with individuals, groups, and entities, such as terrorists,

narcotics traffickers and those engage in activities related to the proliferation of weapons of mass destruction, collectively referred to as Specially Designated Nationals ("SDN"). If the name of Consultant or any individual in a management position with Consultant is discovered on the SDN list, published by OFAC, such discovery shall constitute a material breach of this Contract. Contracting Party shall promptly notify Consultant, which shall have three (3) days in which to provide to Contracting Party clear and convincing evidence that (a) neither Consultant nor any individual in a management position with Consultant is an SDN, (b) the transaction is authorized by OFAC or (c) a statutory exemption exists that permits Contracting Party to do business with Consultant. Should Consultant fail to do so, then Contracting Party shall terminate this Contract for cause without further notice or grace period.

28. **IRCA COMPLIANCE:** The Immigration Reform and Compliance Act of 1986 (IRCA) prohibits the employment of unauthorized aliens and requires all employers to: (1) not knowingly hire or continue to employ any person not authorized to work in the United States, (2) verify the employment eligibility of every new employee (whether the employee is a U.S. citizen or an alien), and (3) not engage in discrimination against qualified workers. The Consultant 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. Consultant 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 Consultant 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 Consultant's failure to comply with IRCA or other immigration law. Consultant shall include this provision in any subcontracts or subordinate agreements it enters into with respect to this Agreement.

EXECUTED this 21<sup>st</sup> day of MARCH, 2013.

Contracting Party:  
City of Westfield  
2728 East 171<sup>st</sup> Street  
Westfield, Indiana 46074

Consultant:  
United Consulting  
1625 N. Post Road  
Indianapolis, IN 46219

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

## EXHIBIT A

### Rules of Conduct

In an effort to have COMPLETE CUSTOMER SATISFACTION, we have prepared the following Rules of Conduct. Your personnel's compliance with these rules will help us collectively acquire COMPLETE CUSTOMER SATISFACTION.

- ☐ Conduct yourselves in a professional manner in all areas of the City. Radios or audio equipment, other than communication, are strictly prohibited.
- ☐ No Graffiti.
- ☐ Be neat, clean and QUIET while in or NEAR occupied City spaces. Protect hallway and entries with temporary carpet runners.
- ☐ No vehicles shall be brought or parked in the buildings, or are to be parked in parking spaces outside allotted for handicapped parking.
- ☐ Proper work attire shall be required at all times.
- ☐ Only authorized personnel shall be permitted in work areas. Identification or uniforms may be required.
- ☐ Always check in with appropriate City officials prior to beginning work in a new work area.
- ☐ Do not use City equipment.
- ☐ Housekeeping is paramount. Remove all dirt and debris created by your activity. Project to be broom swept and trash removed on a daily basis and as needed by each applicable trade.
- ☐ Smoking and the use of smokeless tobacco are prohibited on City properties.
- ☐ Loud and/or foul language is prohibited.
- ☐ Food and drink shall not be permitted in carpeted City spaces.
- ☐ Material storage and/or debris shall not be left in unsecured areas.
- ☐ Exits and entrances shall be maintained clear and unobstructed. Securing of the work area is the responsibility of the Consultant and shall be locked at night.
- ☐ Thermostats shall not be adjusted unless the City has granted permission.
- ☐ Loading and unloading shall be in permitted area of the work site only.
- ☐ When dealing with citizens, be courteous at all times, keep all negative comments to yourself or discuss them with the City personnel.
- ☐ Special care shall be taken at all times to protect the surroundings of the work area. Dust, fumes and vapors controls shall be employed.
- ☐ City officials shall be made aware of work that creates noxious odors. Any odiferous work is to be coordinated with the City to allow for proper advanced notification with the affected citizens.
- ☐ Any work that will compromise the existing utilities shall be coordinated with the City. Arrangements shall be made with the City if special access is required.
- ☐ No use of power actuated tools or hammer drills is permitted at an occupied City building between the hours of 7:00 AM and 5:00 PM, or as directed by City officials.
- ☐ Only designated freight elevators that are properly protected shall be used by the contractors and Consultants.
- ☐ 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.
- ☐ Fall protection shall be worn, observed or employed when working in articulating boom lifts, scissors lifts, ladders, scaffolding and any other activity where workers are exposed to a fall and shall comply 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.

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

**EXHIBIT B**

**See attached Proposal dated 03.11.13**



March 11, 2013

Mrs. Melody Jones, CPRP, CPSI  
Westfield Parks & Recreation Director  
2728 East 171<sup>st</sup> Street  
Westfield, IN 46074

RE: 161<sup>st</sup> Street over Monon Trail  
Pedestrian Underpass

Dear Mrs. Jones:

We have included a fee for Part-Time construction inspection to the fee proposal for the Monon trail pedestrian underpass at 161<sup>st</sup> Street which was originally submitted on March 4, 2013. Transmitted herewith, please find the following information for the referenced project:

1. Scope of Work
2. Project Schedule
3. Updated Project Development Costs
4. Anticipated Schedule of Payments for Engineering Services and Construction

The engineering fees for this project have been broken into Preliminary Design and Final Design phases. The Preliminary Design phase will be taken through the field check to determine if there are utility conflicts that may compromise the schedule. A meeting will be held with the City after the field check to evaluate options prior to proceeding with the Final Design.

Please note that the construction cost and fee estimates are for Phase I services only unless otherwise noted. We will deliver an engineering services agreement within one week of receiving your approval of the scope of work and engineering fees. In order to take advantage of the road closure for the 161<sup>st</sup> interchange we will need to be under contract on or before March 20, 2013.

If you have any questions or comments, please contact our office at your convenience.

Sincerely,  
UNITED CONSULTING

*Chris R. Pope*  
Chris R. Pope, P.E.  
Vice President

*Jon E. Clodfelter*  
Jon E. Clodfelter, P.E.  
Bridge Department Manager

enclosures  
c: File: Pending

ENGINEERING  
ENVIRONMENTAL  
INSPECTION  
LAND SURVEYING  
LAND ACQUISITION  
PLANNING  
WATER &  
WASTEWATER  
SINCE 1965

OFFICERS  
William E. Hall, PE  
Dave Richter, PE, PLS  
Steven W. Jones  
Christopher R. Pope, PE  
B. Keith Bryant, PE  
Michael Rowe, PE

PROFESSIONAL STAFF  
Jerry D. Ritchie, PE  
Andrew T. Wola, PE  
Dawn L. Stoffer, ACP  
Darryl P. Winesgar, PE  
Adam C. Post, PE  
Michael S. O'Leary, ACP  
E. Randolph Pemberton, PE  
Timothy J. Coomes, PLS  
Brian W. Craig, PE  
Jon E. Clodfelter, PE  
Steven R. Passey, PE  
Kurt C. Courtney, PE  
Brian J. Pearson, PE  
Christopher L. Hammond, PE  
Paul D. Goldbach, PE  
Brian S. Frederick, PE  
Jay N. Rikers, PE  
Christopher J. Dyer, PE  
Matthew R. Lee, PE  
Joseph A. Rupp, PE  
Christopher J. Wheeler, PE  
William R. Curtis, PE  
Jeremy A. Richardson, PE  
John P. Sprague, PE  
Heather E. Kijour, PE  
Adam J. Grawich, PLS  
Whitney D. Neukam, PE  
Kelly J. LaValley, PE  
Hathorn A. Taylor, PE  
Josh O. Betz, PLS  
Scott G. Mannich, PE  
Dann C. Barrell, PE  
Jacob T. Blanchard, PE  
Scott M. Siple, PE

www.ugindy.com  
1625 N. Post Road, Indianapolis, IN 46219 (317) 895-2585

*Proposal for Engineering Services:*  
**161<sup>ST</sup> STREET OVER MONON TRAIL**  
**CITY OF WESTFIELD**

---

**SCOPE OF WORK**

**I. GENERAL**

The proposed project includes the construction of a pedestrian underpass at 161<sup>st</sup> Street for the Monon Trail. The existing grade of 161<sup>st</sup> Street will be maintained and the trail will be lowered to pass below 161<sup>st</sup> Street. The City of Westfield plans to construct this project in phases. All project development costs and fees in this proposal are for Phase I services only, unless otherwise noted.

**Phase I**

Phase I construction will consist of constructing a single span concrete slab structure under the existing roadway. The proposed structure will sized to provide a horizontal clearance of 14'-0" and a minimum vertical clearance of 10'-0" to the proposed Monon Trail (See Fig. 1 & 3). The structure width will accommodate the existing two lane configuration of 161<sup>st</sup> Street including railing (See Fig. 2). The structure will be constructed under fill to better facilitate future changes to the cross section and/or grade of 161<sup>st</sup> Street (See Fig. 4).

The structure will be supported on a pile foundation. During Phase I, the piles will be driven into the existing ground and the cap and slab structure placed. The earthwork will be left in place between the piles for removal in Phase II.

The excavations adjacent to and over the single span concrete slab structure will then be backfilled to match the existing conditions in order to maintain the at-grade crossing for the Monon Trail. The pavement section for 161<sup>st</sup> Street will be reconstructed within the limits of the excavation and the trail will be restored to its present condition.

**Phase II**

Phase II construction will consist of completing the excavation under the structure and transitioning the grade to meet the existing trail. It is anticipated that the trail construction will begin approximately 250 feet south of 161<sup>st</sup> Street and continue north for approximately 500 feet. The proposed grade for the trail will be in compliance with ADA requirements.

The contractors of Phase II will need to excavate the existing material within the limits of the buried single span concrete slab structure and driven pile in Phase I. The cast-in-place

concrete walls to retain the existing roadway fill will be anchored to the driven piles in Phase I (See Fig. 3).

Retaining walls will be constructed along the Monon trail to retain the existing fill. Drainage structures will be installed along the retaining walls which will be piped along the south side of 161<sup>st</sup> Street and outlet to the Tributary of Cool Creek (See Fig. 5).

The trail will be constructed with concrete pavement on subgrade treatment within the limits of the Phase I construction. Beyond the limits of the structure the trail will be paved with HMA on subgrade treatment. Lighting for the trail will be installed inside the structure.

#### PROJECT FUNDING

This project is being developed by the City of Westfield with 100% local funding. Phase I construction is anticipated to begin in 2013.

### II. GEOTECHNICAL INVESTIGATION

A Geotechnical Evaluation will be completed during Phase I for all Phase I and Phase II construction to determine the subsurface conditions and assess the impacts of these conditions on the proposed construction. It is anticipated that two borings will be taken at the proposed substructure. In addition, ten borings along the proposed retaining walls and 1 boring for the drainage pipe at the southwest quadrant will also be taken.

### III. ENVIRONMENTAL

#### *a.) Wetland and Stream Impacts:*

The National Wetland Inventory Map shows no wetlands within the project vicinity. No other streams were identified within the limits of the project. Therefore, the project is not anticipated to affect any wetlands requiring mitigation.

#### *b.) Historic and Cultural Resources:*

Historical: The Hamilton County Interim Report was reviewed for the proposed project. The Interim report does not show any historic resources within the project limits.

Archaeological: The proposed project will result in the acquisition of undisturbed right-of-way. However, since no federal funds are being used an Archaeological Records Review and Phase Ia Archaeological Survey will not be required.

The Indianapolis Hebrew Congregation Cemetery North is located north of 161<sup>st</sup> Street along the east side of the Monon Trail. State law (IC 14-21-1-26.5) requires that any person planning to disturb the ground within 100 feet of a burial ground or cemetery for the purpose of erecting, altering, or repairing a structure must submit a development plan to the Indiana Department of Natural Resources Division of Historic Preservation



and Archaeology. The proposed project will involve construction within 100 feet of the Indiana Hebrew Congregation Cemetery. As a result, the requirements associated with IC 14-21-1-26.5 apply to this project.

*c.) Hazardous Materials*

A search of the red flag indicators revealed no potential hazardous waste sites within the project area. As a result, no further environmental site assessment is recommended for this project.

**IV. PERMITS**

FAA Form 7460: The Westfield Airport is located approximately 10,000 feet northwest of the subject project. If any equipment or permanent structures utilized for this project penetrate a 100:1 slope for the airport, FAA form 7460-1 must be filed.

**V. UTILITIES**

The city has fiber optic lines that run along 161<sup>st</sup> Street. AT&T has fiber optic lines that run along the East side of the Monon Trail. Vectren has a gas line which is approximately 19 feet deep running along the south side of 161<sup>st</sup> Street. The city has a 24" water main that runs along the south side of 161<sup>st</sup> Street. Duke has overhead power lines that run along the south side of 161<sup>st</sup> Street east of the Monon Trail which cross over to the north side of 161<sup>st</sup> Street west of the trail. United Consulting will send two coordination letters and invite the utilities to a field check meeting to discuss potential utility conflicts with the proposed construction. Coordination of relocations and review of work plans is not anticipated with the Phase I design services.

**VI. MAINTENANCE OF TRAFFIC**

It was discussed that one lane of traffic may be needed to be maintained at all times during construction to provide access to the cemetery and Farr Hills Drives. If necessary, the access will need to be integrated into the Phase I construction.

**VII. LAND ACQUISITION**

It is anticipated that all Phase I construction will take place within the existing right-of-way.

**VIII. PROJECT SCHEDULE**

This project will be developed for construction in the spring of 2013 (*See Attached Schedule for Details*).



## IX. PROJECT RISK ASSESSMENT

Due to the accelerated schedule for Phase I of the proposed project the City of Westfield should be aware of potential risks that may negatively impact the anticipated construction cost and/or schedule.

The previously submitted design concepts and anticipated construction costs presented to City officials assumed the project would be let with enough time for utilities to relocate prior to the start of Phase I construction. The attached schedule assumes there will be no utility relocations necessary to complete Phase I. There is a possibility that either the fiber optic line that runs along the existing trail or other facilities not yet identified will interfere with Phase I construction. There are workable solutions to complete the Phase I construction if utility conflicts are discovered during design and utility coordination. However, these solutions have the potential to increase the overall construction cost of the project.

The structure depth has been set to accommodate an additional two lanes of traffic and a raised median. Based on discussions with the City it is our understanding that any future widening would occur on the south side of existing 161<sup>st</sup> Street due to the close proximity of the cemetery along the north side of 161<sup>st</sup> Street. Slight adjustments to the structure elevation may be required once a final typical section for the future build-out is approved by the City of Westfield. Revisions to the final build-out section may affect the scope and construction cost for the drainage design of the trail underpass.

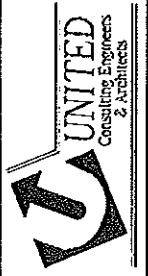
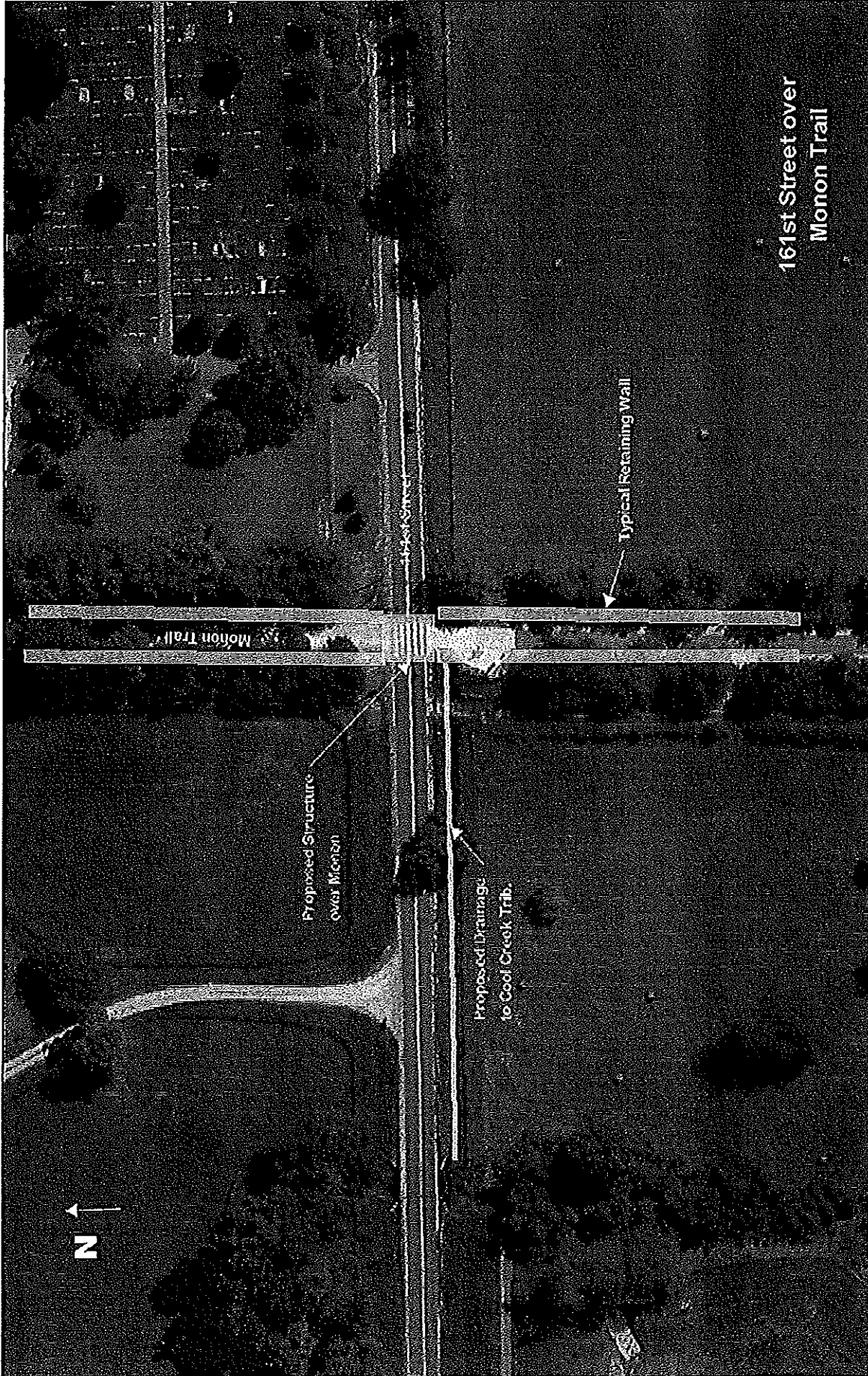
This project will require approval of a Cemetery Management Plan by the Indiana Department of Natural Resources. We anticipate the approval to take 75 days. In order for Phase I construction to coincide with the 161<sup>st</sup> Street Interchange road anticipated April 15<sup>th</sup> closure, the City would need to let the project for construction with the Cemetery Management Plan pending approval by IDNR.

## X. ESTIMATED PROJECT COSTS

A detailed construction cost estimate has been prepared for the proposed work described in this report. The unit prices for the anticipated pay items are based on INDOT unit bid prices. The construction costs shown here may result in a different value when local unit bid prices, based on local wage rates, are utilized. The estimated construction cost for Phase I of this project is \$ 155,000 (2013 dollars). Please refer to the detailed quantity calculations and corresponding cost estimate summary.





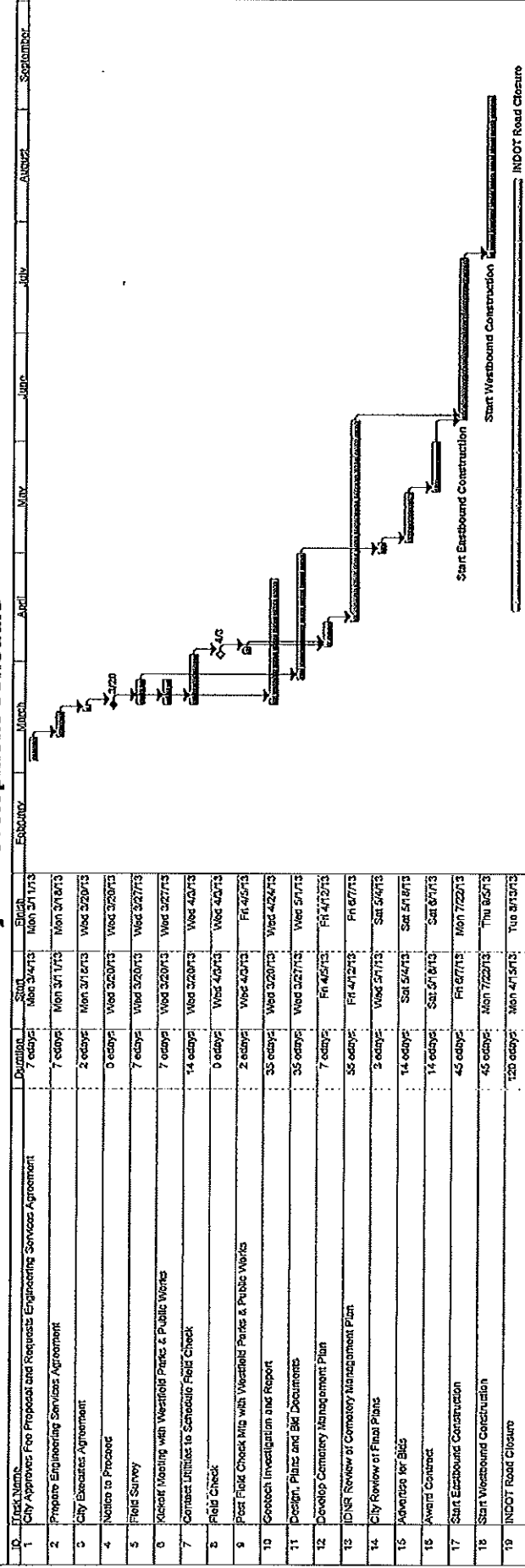


1625 N. Post Road  
Indianapolis, Indiana 46219  
Phone (317) 895-2585  
Fax (317) 895-2596 Web [www.ucea.com](http://www.ucea.com)

161ST STREET OVER MONON TRAIL  
Figure 5

DATE: 3/04/13

# 161st Street over Monon Trail - Phase I Project Development Schedule



**161st Street over Monon Trail****Anticipated Invoicing Schedule for Engineering Services**

| Service                       | Invoice<br>Amount | Invoice<br>Date |
|-------------------------------|-------------------|-----------------|
| Survey                        | \$ 10,000.00      | 5/15/2013       |
| Design, Plans & Bid Documents | \$ 14,300.00      | 5/15/2013       |
| Utility Coordination          | \$ 5,200.00       | 5/15/2013       |
| Cemetery Management Plan      | \$ 2,600.00       | 5/15/2013       |
| Design, Plans & Bid Documents | \$ 12,600.00      | 6/12/2013       |
| Geotechnical Investigation    | \$ 9,330.00       | 6/12/2013       |
| Design, Plans & Bid Documents | \$ 12,600.00      | 7/10/2013       |
| Cemetery Management Plan      | \$ 900.00         | 7/10/2013       |
| Total                         | \$ 67,530.00      |                 |

**161st Street over Monon Trail****Anticipated Invoicing Schedule for Construction**

| Completion      | Invoice<br>Amount | Invoice<br>Date |
|-----------------|-------------------|-----------------|
| 25% Completion  | \$ 38,750.00      | 7/1/2013        |
| 50% Completion  | \$ 38,750.00      | 8/1/2013        |
| 75% Completion  | \$ 38,750.00      | 9/1/2013        |
| 100% Completion | \$ 38,750.00      | 10/1/2013       |
| Total           | \$ 155,000.00     |                 |

# 161ST STREET OVER MONON TRAIL

## PROJECT DEVELOPMENT COST ESTIMATE

### Phase I - Preliminary Design Services

|                                                                |                 |
|----------------------------------------------------------------|-----------------|
| Survey                                                         | \$10,000 (1)    |
| U.S. Waters Report                                             | Not Anticipated |
| Regulatory Permits<br><i>(CIF Permit, In-Kind Replacement)</i> | Not Anticipated |
| Wetland Mitigation Services                                    | Not Anticipated |
| Asbestos Investigation and Report                              | Not Anticipated |
| Hydraulic Analysis                                             | Not Anticipated |
| Utility Coordination                                           | \$5,200         |
| Preliminary Design                                             | \$14,300        |
| <b>TOTAL PRELIMINARY DESIGN</b>                                | <b>\$29,500</b> |

### Phase I - Final Design Services

|                                          |                 |
|------------------------------------------|-----------------|
| Geotechnical Investigation               | \$9,330 (1)     |
| Final Design, Plans & Contract Documents | \$25,200        |
| Cemetery Management Plan                 | \$3,500 (1)     |
| <b>TOTAL PRELIMINARY DESIGN</b>          | <b>\$38,030</b> |

|                                                                                           |                 |
|-------------------------------------------------------------------------------------------|-----------------|
| Right-of-Way Engineering (0 Parcels)<br><i>(Title Work, Plans, Plans &amp; Legals)</i>    | Not Anticipated |
| Right-of-Way Services (0 Parcels)<br><i>(Appraising, Review Appraisals, Negotiations)</i> | Not Anticipated |
| Land Cost                                                                                 | Not Anticipated |
| <b>TOTAL LAND ACQUISITION</b>                                                             | <b>\$0</b>      |

|                     |     |
|---------------------|-----|
| Utility Relocations | TBD |
|---------------------|-----|

|                                   |                  |
|-----------------------------------|------------------|
| Construction Estimate (year 2013) | \$155,000        |
| Construction Inspection           | \$13,000         |
| <b>TOTAL CONSTRUCTION</b>         | <b>\$168,000</b> |

|                           |                  |
|---------------------------|------------------|
| <b>TOTAL PROJECT COST</b> | <b>\$235,530</b> |
|---------------------------|------------------|

(1) Phase I & II Services

**Attachment 1**

There are no changes at this time.





**Board of Works**

Andy Cook  
Randy Graham  
Kate Snedecker

**Clerk Treasurer**

Cindy J. Gossard

TO: Westfield Board of Works and Safety

From: Robert Kmetz

CC: Todd Burtron

Date: March 28, 2013

RE: Water and Sanitary Sewer Installation – Farr Hills & Buena Vista Subdivision

Board of Works and Safety

Westfield Public Works Department is requesting the approval of the contract with VS Engineering to perform the following services for the Farr Hills and Buena Vista Neighborhood Sanitary Sewer and Water Main Extension Project:

- Survey
- Utility Coordination
- Geotechnical Investigation
- Design, Plans & Bid Documents
- Construction Project Inspection

This project will include design and construction of approximately 3,600 feet of 8-inch gravity sanitary sewers, a submersible lift station, and 800 feet of 4 or 6-inch force main to serve 36 un-sewered homes. The lift station will be designed to accommodate for the future flows from undeveloped land immediately adjacent to Farr Hills Neighborhood, north and west of 161<sup>st</sup> Street and to the west of Buena Vista Neighborhood. In addition, this project will include design and construction of approximately 3,200 feet of 8-inch water main, complete with fire hydrants and meter pit and box to serve 36 homes.

The proposed improvements include extension of sanitary sewers within the un-sewered areas to eliminate septic systems and thereby reducing the potential human health risks and potential groundwater and surface water quality degradation problems associated with the failing septic systems. In addition the installation of a lift station to allow connection to the existing gravity sanitary system. This lift station will be designed to handle the capacity of future development of the area adjacent to Farr Hills. The proposed improvements will also include extension of water mains to provide a reliable and safe water source to area residents. Benefits of public water supply include: public health improvement, fire protection and

**Public Works Department**

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

2728 East 171st Street  
Westfield, IN 46074  
[westfield.in.gov](http://westfield.in.gov)

a value-added improvement (increased property values and reduced insurance rates).

VS Engineering services will cost, **Total of \$277,364.00**, which includes construction inspection. The project will be funded from water and wastewater revenues.

The Westfield Department of Public Works request approval and plans to issue a Notice to Proceed upon the Board of Works and Safety's approval today.

#### **Public Works Department**

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

2706 East 171st Street  
Westfield, IN 46074  
**[westfield.in.gov](http://westfield.in.gov)**

**CONTRACT FOR GOODS AND SERVICES**

This Contract for Goods and Services is made and entered into as of the 28th day of March 2013, by and between City of Westfield (“Contracting Party”) and VS Engineering, Inc. (“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 Contract is on the following basic terms and conditions:

- (a) Goods and/or services provided by VS Engineering, Inc. Vendor: (See Exhibit B attached hereto and made a part hereof).
- (b) Location: Farr Hills Neighborhood, Westfield, IN (the “City Property”)
- (c) Date by which the Services shall be completed: (the “Completion Date”)
- (d) Purchase Price: Two Hundred Seventy Seven Thousand Three Hundred Sixty Four, \$277,364.00 (see Exhibit B – Proposal dated 03.18.13) Invoices are payable within forty-five (45) days following Contracting Party’s receipt of an invoice at the address specified below.
- (e) Addresses:

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

City of Westfield  
Attn: Robert Kmetz  
2728 East 171<sup>st</sup> Street  
Westfield, Indiana 46074

ap@westfield.in.gov  
or  
City of Westfield  
Attn: Accounts Payable  
2728 East 171<sup>st</sup> Street  
Westfield, Indiana 46074

If to Vendor:

VS Engineering, Inc.  
Attn: Sanjay B. Patel, President  
4275 North high School Road  
Indianapolis, Indiana 46254

B. **Contract Terms and Conditions.** This Contract for Goods and Services is subject to the Contract Terms and Conditions set forth in paragraphs 1-25 attached hereto and made a part hereof, the Project Changes, Attachment 1, and Exhibits A and B attached hereto and made a part hereof (this Contract for Goods and Services together with the attached Contract Terms and Conditions, Attachment 1, and Exhibits A and B being referred to hereinafter

collectively as the “Contract”). Parties stipulate that this agreement supersedes any and all other contracts, agreements or understandings between the Parties related to the subject matter herein.

C. **Amendment.** No alteration, addition, deletion or modification of the Contract shall be valid or binding unless made in accordance with the provisions of paragraph 23 hereof.

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

## **CONTRACT TERMS AND CONDITIONS**

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

2. **PERFORMANCE:** Vendor hereby agrees to provide all products, goods and services necessary to perform the requirements of this 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, 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 require.

3. **WARRANTIES:** Vendor expressly warrants that all goods and services covered by this Contract will conform to the specifications, drawings, samples, instructions, directions or descriptions furnished to or by Contracting Party, and will be performed in a timely manner, in a good and workmanlike manner and free from defect. In addition, Vendor acknowledges that Vendor knows of Contracting Party’s intended use and expressly warrants that all goods and services covered by this Contract have been selected, provided or performed by Vendor based upon Contracting Party’s stated use, and will be fit and sufficient for the particular purposes intended by Contracting Party.

4. **TIME AND PERFORMANCE:** The work and services under this Contract shall be completed no later than the Completion Date. If requested by Contracting Party, 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 submission by Vendor. Time limits established by this detailed schedule shall be consistent with the Completion Date. Time is of the essence of this Contract. If the Vendor fails to comply with Section A; Basic Terms, Paragraph c, [Completion Date], the Contractor shall be subject to delay damages of .5% of the Contract value per day.

5. **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 goods and services under the same material term and conditions.

Vendor agrees that it will pass on to Contracting Party any discounts or savings for prompt payments or rebates for quantity purchasing it receives.

6. **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 in the goods purchased hereunder, including the quality or concentration thereof and any other information relating thereto. Prior to and with the delivery of the goods 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 part 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 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.

7. **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 now 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.

8. **LIENS:** Vendor shall not cause or permit the filing of any lien. 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, claims, costs and expenses, including attorneys' fees, incurred by Contracting Party in connection with any such lien.

9. **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 warranties; (b) fails to perform services or deliver goods as specified by Contracting Party; (c) fails to make progress so as to endanger timely and proper completion of services or delivery of goods, 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 creditors 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 goods and services which were to be provided by Vendor and Vendor shall be liable to Contracting Party for any excess costs of Contracting Party in performing or obtaining such similar goods and services; and (3) to exercise any other right or remedy available to Contracting Party at law or in equity.

10. **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.

11. **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:

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| <b>Worker's Compensation</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Required.                                                                                            |
| <b>Employer's Liability</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$2,000,000 each accident, \$2,000,000 disease each employee, and \$2,000,000 disease policy limits. |
| <b>Commercial General Liability (CG0001)</b> , including Personal Injury, Premises Operations, Completed Operations and Products coverages (for a minimum period of two (2) years after substantial completion), including (1) explosion, collapse or underground property damage hazards, and (2) damages or injury arising from defective work, including costs to repair or replace damaged work. (The Commercial General Liability Insurance may be arranged under 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). | \$2,000,000 Per Occurrence.                                                                          |
| <b>Commercial Automobile Liability</b> , 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 licensed to do business in the state in which the City property is located. Except as otherwise expressly set forth herein, coverage shall be on an occurrence basis. All insurance procured or maintained by Vendor 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.
- (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 where the City property is located 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 City of Westfield as an additional insured with respect to all but the Worker's Compensation 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 attorneys' fees) resulting or arising from any act or omission of Vendor, its agents, employees or subcontractors, 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 11, the following additional insurance coverage limits are required for survey, right-of-way services, the design; including site planning, and MEP services: \$2,000,000 per claim professional liability, with retroactive coverage to the earlier of date of execution of Contract and commencement of any work.
- (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 against any payments due Vendor.

12. **SAFETY**: Vendor shall 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 Rules of Conduct, 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 12, 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 abatement procedures recommended by such safety representative or insurer.

13. **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 from Vendor to Contracting Party and its affiliates and subsidiaries from any sums due or to become due from Contracting Party to Vendor.

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 or 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 goods or services covered by this Contract and shall not be required to make further payments except for conforming goods delivered or services rendered prior to cancellation.

15. **GOVERNMENT COMPLIANCE**: Vendor agrees to comply with all present and future 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.

16. **NO IMPLIED WAIVER**: The failure of either party at any time to require performance by the other party of any provision of this 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 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.

19. **GOVERNING LAW:** This Contract is to be construed in accordance with and governed by the laws of the state where the City property is located.

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

24. **OFAC COMPLIANCE:** The Office of Foreign Assets Control (OFAC) prohibits US persons from entering into transactions with individuals, groups, and entities, such as terrorists, narcotics traffickers and those engage in activities related to the proliferation of weapons of mass destruction, collectively referred to as Specially Designated Nationals ("SDN"). If the name of Vendor or any individual in a management position with Vendor is discovered on the SDN list, published by OFAC, such discovery shall constitute a material breach of this Contract. Contracting Party shall promptly notify Vendor, which shall have three (3) days in which to provide to Contracting Party clear and convincing evidence that (a) neither Vendor nor any individual in a management position with Vendor is an SDN, (b) the transaction

is authorized by OFAC or (c) a statutory exemption exists that permits Contracting Party to do business with Vendor. Should Vendor fail to do so, then Contracting Party shall terminate this Contract for cause without further notice or grace period.

25. **IRCA COMPLIANCE:** The Immigration Reform and Compliance Act of 1986 (IRCA) prohibits the employment of unauthorized aliens and requires all employers to: (1) not knowingly hire or continue to employ any person not authorized to work in the United States, (2) verify the employment eligibility of every new employee (whether the employee is a U.S. citizen or an alien), and (3) not engage in discrimination against qualified workers. The Vendor shall comply with IRCA and all other applicable federal, state and local immigration laws, regulations, Executive Orders ('other immigration laws') and by executing this Agreement, warrants that it is in full compliance with all applicable immigration laws including, but not limited to, IRCA. 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.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Contracting Party:  
City of Westfield  
2728 East 171<sup>st</sup> Street  
Westfield, Indiana 46074

Vendor:  
VS Engineering, Inc.  
4275 North High School road  
Indianapolis, Indiana 46254

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT A

### Rules of Conduct

**In an effort to have COMPLETE CUSTOMER SATISFACTION, we have prepared the following Rules of Conduct. Your personnel's compliance with these rules will help us collectively acquire COMPLETE CUSTOMER SATISFACTION.**

- ❑ Conduct yourselves in a professional manner in all areas of the City. Radios or audio equipment, other than communication, are strictly **prohibited**.
- ❑ **No** Graffiti.
- ❑ Be neat, clean and **QUIET** while in or **NEAR** occupied City spaces. Protect hallway and entries with temporary carpet runners.
- ❑ **No** vehicles shall be brought or parked in the buildings, or are to be parked in parking spaces outside allotted for handicapped parking.
- ❑ Proper work attire shall be required at all times.
- ❑ Only authorized personnel shall be permitted in work areas. Identification or uniforms may be required.
- ❑ **Always check in with appropriate City officials prior to beginning work in a new work area.**
- ❑ **Do not use City equipment.**
- ❑ Housekeeping is paramount. Remove all dirt and debris created by your activity. Project to be broom swept and trash removed on a daily basis and as needed by each applicable trade.
- ❑ **Smoking and the use of smokeless tobacco are prohibited on City properties.**
- ❑ Loud and/or foul language is prohibited.
- ❑ Food and drink shall **not** be permitted in carpeted City spaces.
- ❑ Material storage and/or debris shall not be left in unsecured areas.
- ❑ Exits and entrances shall be maintained clear and unobstructed. Securing of the work area is the responsibility of the vendor and shall be locked at night.
- ❑ Thermostats shall not be adjusted unless the City has granted permission.
- ❑ Loading and unloading shall be in permitted area of the work site only.
- ❑ When dealing with citizens, be courteous at all times, keep all negative comments to yourself or discuss them with the City personnel.
- ❑ Special care shall be taken at all times to protect the surroundings of the work area. Dust, fumes and vapors controls shall be employed.
- ❑ **City officials shall be made aware of work that creates noxious odors. Any odiferous work is to be coordinated with the City to allow for proper advanced notification with the affected citizens.**
- ❑ **Any work that will compromise the existing utilities shall be coordinated with the City. Arrangements shall be made with the City if special access is required.**
- ❑ **No use of power actuated tools or hammer drills is permitted at an occupied City building between the hours of 7:00 AM and 5:00 PM, or as directed by City officials.**
- ❑ Only designated freight elevators that are properly protected shall be used by the contractors and vendors.
- ❑ 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.
- ❑ Fall protection shall be worn, observed or employed when working in articulating boom lifts, scissors lifts, ladders, scaffolding and any other activity where workers are exposed to a fall exposure greater than 6 feet in height.
- ❑ 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.**

**Non-compliance with the foregoing Rules of Conduct shall result in disciplinary procedures up to and including removal from the project.**

**EXHIBIT B**  
**Proposal Dated March 18, 2013**

**SERVICES BY VENDOR**  
**FARR HILLS NEIGHBORHOOD SANITARY SEWER AND WATER MAIN EXTENSION**

**PROJECT INTENT:**

Project Name: **Farr Hills Neighborhood Sanitary Sewer and Water Main Extension**

Project No.: **????**

Overview: The City of Westfield (hereafter CONTRACTING PARTY) hereby engages VS Engineering, Inc. (hereafter VENDOR) to perform professional engineering services in all phases of the Farr Hills and Buena Vista Neighborhood Sanitary Sewer and Water Main Extension Project. This project will include design and construction of approximately 3,600 feet of 8-inch gravity sanitary sewers, a submersible lift station, and 800 feet of 4 or 6-inch force main to serve 36 unsewered homes. The lift station will be designed to accommodate for the future flows from undeveloped land immediately adjacent to Farr Hills Neighborhood, north and west of 161<sup>st</sup> Street and to the west of Buena Vista Neighborhood. In addition, this project will include design and construction of approximately 3,200 feet of 8-inch water main, complete with fire hydrants and meter pit and box to serve 36 homes.

Objectives: The proposed improvements include extension of sanitary sewers within the unsewered areas to eliminate septic systems and thereby reducing the potential human health risks and potential groundwater and surface water quality degradation problems associated with the failing septic systems. In addition, the proposed improvements include extension of water mains to provide a reliable and safe water source to area residents. Benefits of public water supply include: public health improvement, fire protection and a value-added improvement (increased property values and reduced insurance rates).

The major design and construction inspection tasks for the project are summarized as follows:

Data Collection and Analysis: Collect, review and analyze existing documentation and records regarding existing sanitary sewers in the proposed project area.

Field Survey: Plan, coordinate and complete surveying activities.

Detailed Design: VENDOR shall perform a detailed design of the proposed sanitary sewer and water main systems for the neighborhood, prepare bid documents including plans and specifications and cost opinions.

Land Acquisition Assistance: VENDOR shall provide land acquisition assistance, including right-of-way engineering.

Bidding: Assist with bidding contract documents, prepare bid tabulation, and answering engineering related questions during construction.

Construction Inspection: Review shop drawings, provide construction inspection services, and prepare construction records, as-built drawings, and project close-out documents, in accordance with the City of Westfield requirements.

VENDOR shall conduct site surveys and prepare design documents, construction drawings, specifications, bid documents, and opinions of probable construction cost for the sanitary and sewers and water mains in the project area. VENDOR shall also prepare and obtain all necessary permits and assist with easement acquisitions.

**SCOPE OF SERVICES:****I. DATA COLLECTION AND ANALYSIS**

Data collection and analysis should include gathering and analyzing maps, reports and data including but not limited to the following:

- A. VENDOR shall plan, coordinate, monitor and document data collection and analysis activities.
- B. Collect, review, and analyze existing planning and engineering reports, previous field survey data, citizens complaints, and pertinent project information as provided by CONTRACTING PARTY.
- C. Obtain, examine and evaluate current public and private utility records for information needed in project planning and design. Verify location of underground installations with the appropriate utility companies.
- D. Collect existing topographic maps, record (as-designed or as-built) drawings of storm and sanitary sewer maps, water main maps and GIS maps for the project area. Review property records.
- E. Evaluate all collected data and identify required survey needs for the project area.

**II. FIELD SURVEY**

VENDOR shall survey the project location within the defined project limits to satisfactorily complete the basic field survey services described herein. VENDOR shall also provide one set of original field notes, all field survey data collected via electronic media, and one set of master drawings. VENDOR's work shall be in accordance with Indiana Code (I.C. 25-21.5); and Indiana Administrative Code (865 I.A.C. 1-12)

**This Survey Scope does *not* include the preparation of a Location Control Route Survey (LCRS). In the event that right-of-way or easements will be purchased to sufficiently complete the project, a LCRS may be required to fully conform to 865 I.A.C. 1-12.**

- A. Supply electronic files including the following as directed by CONTRACTING PARTY:
  - 1. Finished plan view of topographic survey in AutoCAD 2012 either .dwg or .dxf format
  - 2. 1-foot contours in AutoCAD 2012 either .dwg or .dxf format
  - 3. TIN used to create contours as derived from Civil 3D 2012 in .xml format
  - 4. Survey alignment data as derived from Civil 3D 2012 in .xml format
  - 5. Electronic points files in .txt coordinate and .xml formats

- B. The signature, seal, and registration number of the land surveyor, registered in the State of Indiana, who was in responsible charge of the survey, shall be affixed to the survey book submitted (if necessary). In addition, VENDOR shall complete the field survey as summarized below and as directed by the CONTRACTING PARTY. The project area to be field surveyed is described as follows:

### **Farr Hills Neighborhood**

Verify and update existing survey (from Weihe Engineers) to ensure suitability for sanitary sewer and waterline extension design.

New survey data will be gathered along approximately 500 feet of new connector road between Farr Wood Hills Drive and Buena Vista Drive,

- C. Coordinate with all utility companies to locate and mark their utilities in field. VENDOR shall notify the utilities via the call before you dig notification system (Indiana Underground Plant Protection Service (I.U.P.P.S.)). In addition, VENDOR shall notify all other existing underground facilities not in the notification system, but, believed to be within the project limits as evidenced by facilities found. VENDOR shall verify that each utility has field located their facilities during the course of the design survey. The existing facilities located, at the time of the field survey, shall be incorporated into the design survey. Size, pipe material, invert and casting elevations, and pressure (where applicable) shall be shown on the design survey. In addition, VENDOR shall provide listing of all utilities and all information available for that utility including address, and telephone number.
- D. Obtain last deed of record, subdivision plats, and section or auditor plats for all properties within the project limits from local and state agencies. The property information shall include parcel number, property owner's name, mailing address and property location. VENDOR shall provide a listing of all property information, deeds, plats, and maps.
- E. Send out survey notices together with questionnaires (if applicable) to all property owners within the project area. All survey notices and questionnaires shall be approved by CONTRACTING PARTY prior to distribution.
- F. Tie in the survey base lines to available USPLSS section corners. All necessary section corners will be located or re-established to adequately define property lines along the limits of the project during the Right-of-way Engineering or Easement Acquisition phase.
- G. Control points will be set within the project limits such that the survey base line(s) can be re-established during construction. The horizontal datum for all control will be the East Zone, Indiana State Plane Coordinate System, NAD83.
- H. Locate NGS, IDNR, USGS or INDOT benchmarks and run bench level circuit to site. Set temporary bench marks within the project limits such that elevation datum can be re-established during construction.
- I. Perform design survey in sufficient detail to obtain topographic data, utilities, buildings, walls, walks, signs, vaults, and natural and man-made features, as

evidenced by facilities at the ground surface and marks by others, necessary for the development of project plans, including all potentially affected trees, 6 inches in diameter and greater, identified by size.

- J. Obtain finished floor elevations for first floor of all buildings to be served by new sanitary sewers.
- K. Take cross sections approximately every 50 feet across the right-of-way of public roadways and or the project limits (as described above) whichever is further out. Additional cross sections shall be taken at intersection of streets, roads, railroads, driveways, etc. Obtain elevations of all existing structures such as drainage culverts, utilities and other structures.
- L. Indicate spot elevations at all finish floors, at each threshold, building edges, insets and projections, exterior platforms, steps (top and bottom treads), corners, building entrances, break in grade, ramps, area ways, tree grates, etc. within the project limits, and at top and bottom of curb.
- M. Provide a listing of all symbols, notations and legends used in the field survey. VENDOR shall furnish a hard copy together with all field survey information collected on electronic media. VENDOR shall also prepare master drawings (1-foot contours) from data collected in topographic survey using AutoCAD 2012 version and shall submit a hard copy together with electronic format. VENDOR shall delineate and label the location of all buildings, structures, fences, railings, signs, walls, walks, paved areas, curbs and other permanent structures and existing improvements. VENDOR shall outline all building edges, insets and projections, and below grade structures such as vaults, basements, and areaways where applicable, as evidenced by facilities at the ground surface and marks by others.

### **III. DETAILED DESIGN**

VENDOR shall be responsible for preparing final design plans and specifications for bidding of this project:

- A. VENDOR shall plan, coordinate, monitor and document final design activities.
- B. VENDOR shall provide CONTRACTING PARTY with the estimates of probable construction costs of the PROJECT. VENDOR shall advise CONTRACTING PARTY of any adjustments to the probable construction costs and provide design options, if any, to remain within budget.
- C. VENDOR shall resolve and/or incorporate review comments of all agencies and utilities and prepare final design plans, design summary report, technical specifications, special provisions and quantity and cost estimates.
- D. VENDOR shall prepare all necessary permit and/or approval documents and submit to the CONTRACTING PARTY, applicable regulatory agencies and utilities. Respond to concerns and comments of all consulting parties and acquire all necessary permits and approvals. Since the CONTRACTING PARTY is a self-permitting agency, the construction permits from IDEM and other State agencies are not anticipated for this project.

- E. Prepare base maps showing field survey information, including topographic characteristics of the project area including existing utilities, etc.
- F. Determine proposed alignment of new sanitary sewer and prepare detailed plan and profile sheets. Complete 50% Design and provide three (3) sets of project descriptions, preliminary design criteria, preliminary drawings, preliminary lift station and force main drawings, preliminary construction details, preliminary maintenance of traffic (MOT) details, and preliminary opinion of probable construction costs to the CONTRACTING PARTY, utilities, and any appropriate regulatory agency for review. VENDOR shall allow a minimum of Three (3) Days in the schedule for review and comment by CONTRACTING PARTY.
- G. Determine proposed alignment of new water main and prepare detailed plan and profile sheets. Complete 50% Design and provide three (3) sets of project descriptions, preliminary design criteria, preliminary drawings, preliminary construction details, preliminary MOT details, and preliminary opinion of probable construction costs to the CONTRACTING PARTY, utilities, and any appropriate regulatory agency for review. VENDOR shall allow a minimum of Three (3) Days in the schedule for review and comment by CONTRACTING PARTY.
- H. Coordinate with local Fire Department for hydrant and valve spacing and location requirements.
- I. Identify any right-of-way limitations and need for sanitary sewer and water utility easements for the construction of the proposed project and shall begin Right-of-Way Engineering services, as described below under "Land Acquisition Assistance".
- J. Attend design meeting with CONTRACTING PARTY to discuss preliminary design issues and review and address comments.
- K. VENDOR shall conduct a utility coordination meeting during the final design phase of the project.
- L. Conduct final field inspection with the CONTRACTING PARTY's representatives to review proposed sanitary sewer and water main alignments and other improvements.
- M. Complete 90% Design and incorporate changes identified by CONTRACTING PARTY from the previous design completion reviews and field inspection, if any, and develop and provide three (3) sets of new sanitary sewer plans and specifications with finalized opinions of construction costs for review and comments by CONTRACTING PARTY at the 90% design completion stage. The plans shall include finalized plan and profile drawings, construction details, MOT details, lift station and force main details, air release valves and thrust block details, and miscellaneous details. VENDOR shall allow a minimum of Three (3) Days in the schedule for review and comment by CONTRACTING PARTY.
- N. Complete 90% Design and incorporate changes identified by CONTRACTING PARTY from the previous design completion reviews and field inspection, if any, and develop and provide three (3) sets of new water main plans and specifications with finalized opinions of construction costs for review and comments by CONTRACTING PARTY at the 90% design completion stage. The plans shall

- include finalized plan and profile drawings, construction details, MOT details, fittings, fire hydrants, isolation valves, air relief valves, blocking and/or restraints, service connections, meters, and miscellaneous details. VENDOR shall allow a minimum of Three (3) Days in the schedule for review and comment by CONTRACTING PARTY.
- O. The 90% completion shall, at a minimum, include the following tasks and the items:
1. Finalize all calculations, quantities;
  2. Include all reports;
  3. Finish all plan details;
  4. Complete all specifications and manuals;
  5. Complete all of the sanitary sewer and utility easement legal plats and descriptions.
- P. VENDOR shall incorporate changes identified by the CONTRACTING PARTY from the 90% design completion reviews, if any, and prepare and provide five (5) sets of the final plans and specifications with the final opinions of probable construction costs. VENDOR shall advise CONTRACTING PARTY of any adjustments to the probable construction costs and provide design options, if any, to remain within the total project budget. VENDOR shall submit final plans and documents to agencies for review and shall revise final plans based upon regulatory and CONTRACTING PARTY review.
- Q. Review front end contract documents and General Conditions supplied by the CONTRACTING PARTY and resolve conflicts with plans, technical specifications and special provisions
- R. VENDOR shall deliver to CONTRACTING PARTY the following items as final design documents that shall become the property of CONTRACTING PARTY:
1. One (1) copy of field survey notes or diskette.
  2. One (1) set of original As-Bid Reproducible tracings of the contract plans including addenda on standard 36" X 24" sheets prepared with ink on approved ink medium sheets.
  3. VENDOR shall conduct meeting with CONTRACTING PARTY's GIS Coordinator to review the digital submittal standards prior to actual submittal.
  4. Two (2) sets of digital CAD data of contract plans and proposed and existing infrastructure data in CONTRACTING PARTY's formats for use by CONTRACTING PARTY and to create "As Builts". The VENDOR shall obtain from CONTRACTING PARTY a current version of GIS document, as some specified formats may change with GIS software upgrades.
  5. Diskette copies of the bid plans for use by the utilities, to be delivered by the VENDOR as required by the utilities to design existing facility relocations.
  6. A minimum of 10 printed sets of bid plans, 10 sets of standards, and 10 final contract books. VENDOR may be required to print additional sets as directed by CONTRACTING PARTY.

7. Set of design calculations used to prepare the Itemized Proposal and VENDOR'S Estimate.
  8. Electronic set of specifications with any addenda in an CONTRACTING PARTY specified format.
- S. VENDOR shall prepare Addenda as appropriate to clarify, correct, or change the bidding documents.

#### **IV. GEOTECHNICAL SERVICES**

- A. VENDOR shall obtain and analyze three (3) pavement cores from the project area to determine which streets may require resurfacing and/or reconstruction due to construction.
- B. VENDOR shall provide soil-boring services for a maximum of seven (7) borings (including one boring for the lift station) to include furnishing all labor, materials, and equipment necessary for the complete and satisfactory construction of the PROJECT. The soil borings shall be to a minimum depth of 15 to 20 feet and soil borings shall not occur before the 50% design completion. VENDOR shall submit names of subconsultants for geotechnical work to CONTRACTING PARTY for approval prior to issuing a notice-to-proceed.
- C. Soil borings shall be taken every 1,000 feet (or as prescribed by the geotechnical engineer of the consultant and approved by the City) and shall be staked for location by VENDOR prior to boring. VENDOR shall deliver complete geo-technical report of all soil boring data with preliminary plans for review. Soil boring data shall be included on plans and with contract bid documents.

#### **V. OPERATION AND MAINTENANCE MANUAL**

VENDOR shall prepare an Operation and Maintenance Manual for the proposed facility. The Operation and Maintenance Manual shall include exhibits and maintenance checklist items to facilitate use of CONTRACTING PARTY staff to perform required maintenance.

#### **VI. LAND ACQUISITION ASSISTANCE**

- A. Prepare 20-year Title and Encumbrance (T&E) Reports in accordance with INDOT 12.2 Classification Requirements for each Parcel ID# identified in records search that is impacted by the proposed construction.
- B. Prepare Exhibit "A" (legal description) and Exhibit "B" (easement parcel plat). Any contiguous parcels owned by the same property owner and impacted by the proposed project will be completed as one document.

- C. Stake the proposed Easement at all design bend points and at property lines with a 12-inch hub and lathe in earthen areas and with a 3 Mag Nail in pavement areas unless directed otherwise by CONTRACTING PARTY.

## **VII. UTILITY COORDINATION**

- A. VENDOR shall coordinate with utility companies and attend a minimum of three (3) meetings with utility companies before advertising for bidding occurs. Typically there shall be three meetings on or related to utility coordination: Preliminary Utility Coordination Meeting, Final Design Coordination Meeting, and Pre-Construction Meeting.
- B. VENDOR shall provide utilities with plans and specifications in sufficient detail that the utilities may relocate their facilities without conflicting with the Project.

## **VIII. BIDDING RELATED SERVICES**

- A. VENDOR shall assist the CONTRACTING PARTY during the bidding of this project. VENDOR shall conduct the pre-bid conference, prepare pre-bid conference meeting minutes, issue addenda and attend the bid opening.
- B. VENDOR shall answer questions during bidding as they pertain to the plans and specifications and shall prepare any necessary Addenda, which may be required.
- C. Certified Bid tab sheets in Excel format on diskette, in an Excel version currently used by CONTRACTING PARTY and cost opinion.
- D. VENDOR shall review and evaluate the bids received and provide a certified tabulation of bids along with his recommendation of the apparent lowest responsive and responsible bidder to the CONTRACTING PARTY. VENDOR shall also scan all bids received and return all bids, together with a diskette containing scanned files in a PDF format.
- E. VENDOR shall review and prepare recommendation for "or equal" products only for the apparent lowest responsive and responsible bidder following bid opening if the bidder elects to provide an "or equal" product.

## **IX. CONSTRUCTION PHASE SERVICES**

- A. CONSTRUCTION SCHEDULE: Review the Contractor's initial construction schedule for compliance with the contract and give to CONTRACTING PARTY detailed documentation concerning its acceptability. VENDOR shall identify "gaps" in Contractor's scheduling that can be compressed into sometimes significantly shorter construction period(s). Schedule review by VENDOR will be on-going throughout the length of the project, and schedule updates will be provided at each progress meeting.

- B. CONFERENCES: Attend preconstruction conferences as directed by CONTRACTING PARTY, arrange a schedule of progress meetings and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules. Record minutes of such meetings.
- C. LIAISON: Serve as the CONTRACTING PARTY's liaison with the Contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting liaison capacity, the VENDOR shall be thoroughly familiar with the plans and specifications applicable deviation observed shall be reported to CONTRACTING PARTY.
  - 1. Serve as CONTRACTING PARTY's liaison with the traveling public and nearby affected business owners and property owners. If necessary, the VENDOR will attend and participate in any public information meetings.
- D. ASSISTANCE: Assist CONTRACTING PARTY in obtaining from the Contractor a list of his proposed suppliers and subcontractors.
- E. EQUIPMENT: Furnish all equipment necessary to sample and test materials.
- F. SHOP DRAWINGS:
  - 1. Receive shop drawings and falsework drawings. Check for completeness and review with CONTRACTING PARTY as necessary.
  - 2. Review approved shop and falsework drawings, specifications, and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.
  - 3. Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and advise CONTRACTING PARTY when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.
- G. REVIEW OF WORK, INSPECTION, AND TESTS:
  - 1. Coordinate inspection activities with CONTRACTING PARTY's representative. Conduct on-site inspections of the work in progress as a basis for determining that the project is proceeding in accordance with the Contract Documents.
  - 2. Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the INDOT Construction Manual and/or in accordance with current accepted practices.
  - 3. Accompanying visiting inspectors representing local, state, or federal agencies having jurisdiction over the project, and report details of such inspection to CONTRACTING PARTY.

4. Verify that all materials have been tested in the manner and extent prescribed, and in accordance with current accepted practices
- H. MODIFICATION: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to CONTRACTING PARTY.
- I. RECORDS:
1. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders, and additional drawings subsequent to the award of the Contract, progress reports, and other project related documents.
  2. Keep a diary or logbook recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request, furnish copies of such diary or logbook to CONTRACTING PARTY.
  3. Maintain a record of names, addresses, and telephone numbers of all subcontractors and major material suppliers.
  4. Maintain a set of drawings on which authorized changes are noted and deliver to CONTRACTING PARTY upon request, but in any event at the completion of the project.
  5. Supply GPS coordinates of all project structures for future GIS documentation and operation.
  6. Prepare the Final Construction Record and Final Estimate as required by the City.
- J. REPORTS: Furnish to CONTRACTING PARTY at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.
- K. PROGRESS ESTIMATES: Prepare progress estimates for periodic partial payments to the Contractor and deliver to CONTRACTING PARTY for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete and in place in accordance with the contract.
- L. PROJECT RESPONSIBILITY: The VENDOR will be responsible for the documentation of pay quantities and estimates and the maintenance of appropriate records related to the construction of this project.
- M. DETAIL OF TYPICAL REPORT REQUIREMENTS
- N. Several reports prepared by the VENDOR. The following is a list of report requirements typical for this project.

- Daily Report
- Weekly Reports
- Weekly Sign and Barricade Inspection Report
- Monthly Progress Report
- Change Order
- Progress Pay Estimate
- Material Record
- Comparison of Estimates – Original and Final

**X. ADDITIONAL SERVICES**

- A. Additional services as may be identified during the course of the project, which are not listed in Sections I through XII, shall be performed by the VENDOR only upon written authorization by the CONTRACTING PARTY.

**SCHEDULE**

The Project will be completed per attached design and construction schedule. This schedule is based on receiving a Notice to Proceed by March 29, 2013 and receiving prompt review and approvals from City agencies within three (3) working days.

| <u>SCHEDULE</u>                               | <u>DATE</u>              |
|-----------------------------------------------|--------------------------|
| Task I & II: Preliminary Design Field Survey  | 03/29/2013 to 04/08/2013 |
| Task III: Detailed Design                     |                          |
| 50% Preliminary Design                        | 04/09/2013 to 05/27/2013 |
| 90% Preliminary Design                        | 05/27/2013 to 06/17/2013 |
| Final Design                                  | 06/17/2013 to 07/01/2013 |
| Task IV: Geotechnical Investigation           | 05/27/2013 to 06/07/2013 |
| Task V. Operation & Maintenance Manual        | 07/15/2013 to 09/15/2013 |
| Task VI: Land Acquisition Assistance          | 05/27/2012 to 06/07/2013 |
| Task VII: Utility Coordination                | 04/09/2013 to 06/07/2013 |
| Task VIII: Bidding Phase Services             | 07/01/2013 to 07/15/2013 |
| Land Acquisition (By Contracting Party)       | 06/07/2013 to 07/01/2013 |
| Task IX: Construction          Phase Services |                          |
| Construction                                  | 07/15/2013 to 10/15/2013 |
| Project Closeout                              | 10/15/2013 to 11/15/2013 |

**COMPENSATION: BASIS FOR PAYMENT – LUMP SUM AND UNIT PRICE**

VENDOR shall be compensated for services rendered by VENDOR under this Agreement in accordance with Percent Completed Basis for the Lump Sum Items and Quantity Completed for Unit Cost Basis Items, as shown below. The total obligation under this Agreement shall not exceed a **Total of \$277,364.00** unless approved in writing by CONTRACTING PARTY. Progress and unit cost payments will be paid to VENDOR based upon the percentage of progress and units completed (hours actually spent and expenses actually incurred), and shall not be made more often than once a month.

**LUMP SUM BASIS OF PAYMENT** (Payment to be reimbursed by percent completed.)

|                                                                                                                                                              |                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <b>VS ENGINEERING, INC. (VENDOR)</b>                                                                                                                         |                     |
| Task: Field Survey, Detailed Design, Geotechnical Investigation, O&M Manual, and Bidding Phase Services (Task I, II, III, IV, V, VII, and VIII of Exhibit B) |                     |
| <b>TOTAL LUMP SUM AMOUNT</b>                                                                                                                                 | <b>\$143,870.00</b> |

**UNIT PRICE BASIS OF PAYMENT**

Payment to be reimbursed in the Not to Exceed amounts indicated as follows;

|                                                                                                           |                     |
|-----------------------------------------------------------------------------------------------------------|---------------------|
| <b>VS ENGINEERING, INC. (VENDOR)</b>                                                                      |                     |
| Task: Land Acquisition Assistance: 7 Parcels @ \$1,500/parcel (Task VI of Exhibit B)                      | <b>\$10,500.00</b>  |
| Task: Construction Phase Services: per Exhibit B-1 - Employee Hourly Rate Schedule (Task IX of Exhibit B) | <b>\$122,994.00</b> |
| <b>TOTAL UNIT PRICE AMOUNT</b>                                                                            | <b>\$133,494.00</b> |

**EXHIBIT B-1****EMPLOYEE HOURLY RATE SCHEDULE**

| <b><u>EMPLOYEE/SERVICE DESCRIPTION</u></b> | <b><u>RATE</u></b>     |
|--------------------------------------------|------------------------|
| Principal                                  | \$215.00               |
| Project Manager II                         | \$175.00               |
| Project Manager I                          | \$130.00               |
| Project Engineer I                         | \$115.00               |
| Land Surveyor II                           | \$112.00               |
| 2-Man Survey Crew                          | \$149.00               |
| Survey Technician                          | \$65.00                |
| CADD Technician I                          | \$85.00                |
| Construction Inspector I                   | \$84.00                |
| Administrative Assistant                   | \$55.00                |
| <br><b><u>DIRECT COSTS</u></b>             | <br><b><u>RATE</u></b> |
| Mileage                                    | \$0.445/mile           |
| Lodging                                    | \$90.00/person         |
| Per Diem                                   | \$26.00/person         |
| Reproduction/Copies/Materials/Postage      | At Cost                |

**Attachment 1**

No changes at this time.



**Board of Works**

Andy Cook  
Randy Graham  
Kate Snedecker

**Clerk Treasurer**

Cindy J. Gossard

**Public Works Department**

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

2728 East 171st Street  
Westfield, IN 46074  
[westfield.in.gov](http://westfield.in.gov)

TO: Westfield Board of Works and Safety

From: Robert Kmetz

CC: Todd Burtron

Date: March 28, 2013

RE: Water and Sanitary Sewer Installation – Ridgewood Subdivision

Board of Works and Safety

Westfield Public Works Department is requesting the approval of the contract with VS Engineering to perform the following services for the Ridgewood Sanitary Sewer and Water Main Extension Project:

- Survey
- Utility Coordination
- Geotechnical Investigation
- Design, Plans & Bid Documents
- Construction Project Inspection

This project will include design and construction of approximately 4,300 feet of 8-inch gravity sanitary sewers to serve 38 unanswared homes. In addition, this project will include design and construction of approximately 4,500 feet of 8-inch water main, complete with fire hydrants and meter pit and box to serve 38 homes.

The proposed improvements include extension of sanitary sewers within the un-sewered areas to eliminate septic systems and thereby reducing the potential human health risks and potential groundwater and surface water quality degradation problems associated with the failing septic systems. In addition, the proposed improvements include extension of water mains to provide a reliable and safe water source to area residents. Benefits of public water supply include: public health improvement, fire protection and a value-added improvement (increased property values and reduced insurance rates).

VS Engineering services will cost, **Total of \$282,530.00**, which includes construction inspection. The project will be funded from water and wastewater revenues.

The Westfield Department of Public Works request approval and plans to issue a Notice to Proceed upon the Board of Works and Safety's approval today.

**CONTRACT FOR GOODS AND SERVICES**

This Contract for Goods and Services is made and entered into as of the 28th day of March 2013, by and between City of Westfield (“Contracting Party”) and VS Engineering, Inc. (“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 Contract is on the following basic terms and conditions:

- (a) Goods and/or services provided by VS Engineering, Inc. Vendor: (See Exhibit B attached hereto and made a part hereof).
- (b) Location: Ridgewood Neighborhood, Westfield, IN (the “City Property”)
- (c) Date by which the Services shall be completed: (the “Completion Date”)
- (d) Purchase Price: Two Hundred Eighty Two Thousand Five Hundred Thirty and 00/100, \$282,530.00 (see Exhibit B – Proposal dated 03.18.13) Invoices are payable within forty-five (45) days following Contracting Party’s receipt of an invoice at the address specified below.
- (e) Addresses:

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

City of Westfield  
Attn: Robert Kmetz  
2728 East 171<sup>st</sup> Street  
Westfield, Indiana 46074

ap@westfield.in.gov  
or  
City of Westfield  
Attn: Accounts Payable  
2728 East 171<sup>st</sup> Street  
Westfield, Indiana 46074

If to Vendor:

VS Engineering, Inc.  
Attn: Sanjay B. Patel, President  
4275 North high School Road  
Indianapolis, Indiana 46254

B. **Contract Terms and Conditions.** This Contract for Goods and Services is subject to the Contract Terms and Conditions set forth in paragraphs 1-25 attached hereto and made a part hereof, the Project Changes, Attachment 1, and Exhibits A and B attached hereto and made a part hereof (this Contract for Goods and Services together with the attached Contract Terms and Conditions, Attachment 1, and Exhibits A and B being referred to hereinafter

collectively as the “Contract”). Parties stipulate that this agreement supersedes any and all other contracts, agreements or understandings between the Parties related to the subject matter herein.

C. **Amendment.** No alteration, addition, deletion or modification of the Contract shall be valid or binding unless made in accordance with the provisions of paragraph 23 hereof.

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

## **CONTRACT TERMS AND CONDITIONS**

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

2. **PERFORMANCE:** Vendor hereby agrees to provide all products, goods and services necessary to perform the requirements of this 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, 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 require.

3. **WARRANTIES:** Vendor expressly warrants that all goods and services covered by this Contract will conform to the specifications, drawings, samples, instructions, directions or descriptions furnished to or by Contracting Party, and will be performed in a timely manner, in a good and workmanlike manner and free from defect. In addition, Vendor acknowledges that Vendor knows of Contracting Party’s intended use and expressly warrants that all goods and services covered by this Contract have been selected, provided or performed by Vendor based upon Contracting Party’s stated use, and will be fit and sufficient for the particular purposes intended by Contracting Party.

4. **TIME AND PERFORMANCE:** The work and services under this Contract shall be completed no later than the Completion Date. If requested by Contracting Party, 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 submission by Vendor. Time limits established by this detailed schedule shall be consistent with the Completion Date. Time is of the essence of this Contract. If the Vendor fails to comply with Section A; Basic Terms, Paragraph c, [Completion Date], the Contractor shall be subject to delay damages of .5% of the Contract value per day.

5. **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 goods and services under the same material term and conditions.

Vendor agrees that it will pass on to Contracting Party any discounts or savings for prompt payments or rebates for quantity purchasing it receives.

6. **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 in the goods purchased hereunder, including the quality or concentration thereof and any other information relating thereto. Prior to and with the delivery of the goods 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 part 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 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.

7. **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 now 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.

8. **LIENS:** Vendor shall not cause or permit the filing of any lien. 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, claims, costs and expenses, including attorneys' fees, incurred by Contracting Party in connection with any such lien.

9. **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 warranties; (b) fails to perform services or deliver goods as specified by Contracting Party; (c) fails to make progress so as to endanger timely and proper completion of services or delivery of goods, 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 creditors 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 goods and services which were to be provided by Vendor and Vendor shall be liable to Contracting Party for any excess costs of Contracting Party in performing or obtaining such similar goods and services; and (3) to exercise any other right or remedy available to Contracting Party at law or in equity.

10. **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.

11. **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:

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| <b>Worker's Compensation</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Required.                                                                                            |
| <b>Employer's Liability</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$2,000,000 each accident, \$2,000,000 disease each employee, and \$2,000,000 disease policy limits. |
| <b>Commercial General Liability (CG0001)</b> , including Personal Injury, Premises Operations, Completed Operations and Products coverages (for a minimum period of two (2) years after substantial completion), including (1) explosion, collapse or underground property damage hazards, and (2) damages or injury arising from defective work, including costs to repair or replace damaged work. (The Commercial General Liability Insurance may be arranged under 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). | \$2,000,000 Per Occurrence.                                                                          |
| <b>Commercial Automobile Liability</b> , 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 licensed to do business in the state in which the City property is located. Except as otherwise expressly set forth herein, coverage shall be on an occurrence basis. All insurance procured or maintained by Vendor 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.
- (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 where the City property is located 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 City of Westfield as an additional insured with respect to all but the Worker's Compensation 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 attorneys' fees) resulting or arising from any act or omission of Vendor, its agents, employees or subcontractors, 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 11, the following additional insurance coverage limits are required for survey, right-of-way services, the design; including site planning, and MEP services: \$2,000,000 per claim professional liability, with retroactive coverage to the earlier of date of execution of Contract and commencement of any work.
- (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 against any payments due Vendor.

12. **SAFETY**: Vendor shall 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 Rules of Conduct, 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 12, 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 abatement procedures recommended by such safety representative or insurer.

13. **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 from Vendor to Contracting Party and its affiliates and subsidiaries from any sums due or to become due from Contracting Party to Vendor.

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 or 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 goods or services covered by this Contract and shall not be required to make further payments except for conforming goods delivered or services rendered prior to cancellation.

15. **GOVERNMENT COMPLIANCE**: Vendor agrees to comply with all present and future 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.

16. **NO IMPLIED WAIVER**: The failure of either party at any time to require performance by the other party of any provision of this 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 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.

19. **GOVERNING LAW:** This Contract is to be construed in accordance with and governed by the laws of the state where the City property is located.

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

24. **OFAC COMPLIANCE:** The Office of Foreign Assets Control (OFAC) prohibits US persons from entering into transactions with individuals, groups, and entities, such as terrorists, narcotics traffickers and those engage in activities related to the proliferation of weapons of mass destruction, collectively referred to as Specially Designated Nationals ("SDN"). If the name of Vendor or any individual in a management position with Vendor is discovered on the SDN list, published by OFAC, such discovery shall constitute a material breach of this Contract. Contracting Party shall promptly notify Vendor, which shall have three (3) days in which to provide to Contracting Party clear and convincing evidence that (a) neither Vendor nor any individual in a management position with Vendor is an SDN, (b) the transaction

is authorized by OFAC or (c) a statutory exemption exists that permits Contracting Party to do business with Vendor. Should Vendor fail to do so, then Contracting Party shall terminate this Contract for cause without further notice or grace period.

25. **IRCA COMPLIANCE:** The Immigration Reform and Compliance Act of 1986 (IRCA) prohibits the employment of unauthorized aliens and requires all employers to: (1) not knowingly hire or continue to employ any person not authorized to work in the United States, (2) verify the employment eligibility of every new employee (whether the employee is a U.S. citizen or an alien), and (3) not engage in discrimination against qualified workers. The Vendor shall comply with IRCA and all other applicable federal, state and local immigration laws, regulations, Executive Orders ('other immigration laws') and by executing this Agreement, warrants that it is in full compliance with all applicable immigration laws including, but not limited to, IRCA. 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.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Contracting Party:  
City of Westfield  
2728 East 171<sup>st</sup> Street  
Westfield, Indiana 46074

Vendor:  
VS Engineering, Inc.  
4275 North High School road  
Indianapolis, Indiana 46254

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT A

### Rules of Conduct

**In an effort to have COMPLETE CUSTOMER SATISFACTION, we have prepared the following Rules of Conduct. Your personnel's compliance with these rules will help us collectively acquire COMPLETE CUSTOMER SATISFACTION.**

- ❑ Conduct yourselves in a professional manner in all areas of the City. Radios or audio equipment, other than communication, are strictly **prohibited**.
- ❑ **No** Graffiti.
- ❑ Be neat, clean and **QUIET** while in or **NEAR** occupied City spaces. Protect hallway and entries with temporary carpet runners.
- ❑ **No** vehicles shall be brought or parked in the buildings, or are to be parked in parking spaces outside allotted for handicapped parking.
- ❑ Proper work attire shall be required at all times.
- ❑ Only authorized personnel shall be permitted in work areas. Identification or uniforms may be required.
- ❑ **Always check in with appropriate City officials prior to beginning work in a new work area.**
- ❑ **Do not use City equipment.**
- ❑ Housekeeping is paramount. Remove all dirt and debris created by your activity. Project to be broom swept and trash removed on a daily basis and as needed by each applicable trade.
- ❑ **Smoking and the use of smokeless tobacco are prohibited on City properties.**
- ❑ Loud and/or foul language is prohibited.
- ❑ Food and drink shall **not** be permitted in carpeted City spaces.
- ❑ Material storage and/or debris shall not be left in unsecured areas.
- ❑ Exits and entrances shall be maintained clear and unobstructed. Securing of the work area is the responsibility of the vendor and shall be locked at night.
- ❑ Thermostats shall not be adjusted unless the City has granted permission.
- ❑ Loading and unloading shall be in permitted area of the work site only.
- ❑ When dealing with citizens, be courteous at all times, keep all negative comments to yourself or discuss them with the City personnel.
- ❑ Special care shall be taken at all times to protect the surroundings of the work area. Dust, fumes and vapors controls shall be employed.
- ❑ **City officials shall be made aware of work that creates noxious odors. Any odiferous work is to be coordinated with the City to allow for proper advanced notification with the affected citizens.**
- ❑ **Any work that will compromise the existing utilities shall be coordinated with the City. Arrangements shall be made with the City if special access is required.**
- ❑ **No use of power actuated tools or hammer drills is permitted at an occupied City building between the hours of 7:00 AM and 5:00 PM, or as directed by City officials.**
- ❑ Only designated freight elevators that are properly protected shall be used by the contractors and vendors.
- ❑ 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.
- ❑ Fall protection shall be worn, observed or employed when working in articulating boom lifts, scissors lifts, ladders, scaffolding and any other activity where workers are exposed to a fall exposure greater than 6 feet in height.
- ❑ 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.**

**Non-compliance with the foregoing Rules of Conduct shall result in disciplinary procedures up to and including removal from the project.**

**EXHIBIT B**  
**Proposal Dated March 18, 2013**

**SERVICES BY VENDOR**  
**FARR HILLS NEIGHBORHOOD SANITARY SEWER AND WATER MAIN EXTENSION**

**PROJECT INTENT:**

Project Name: **Farr Hills Neighborhood Sanitary Sewer and Water Main Extension**

Project No.: **????**

Overview: The City of Westfield (hereafter CONTRACTING PARTY) hereby engages VS Engineering, Inc. (hereafter VENDOR) to perform professional engineering services in all phases of the Farr Hills and Buena Vista Neighborhood Sanitary Sewer and Water Main Extension Project. This project will include design and construction of approximately 3,600 feet of 8-inch gravity sanitary sewers, a submersible lift station, and 800 feet of 4 or 6-inch force main to serve 36 unsewered homes. The lift station will be designed to accommodate for the future flows from undeveloped land immediately adjacent to Farr Hills Neighborhood, north and west of 161<sup>st</sup> Street and to the west of Buena Vista Neighborhood. In addition, this project will include design and construction of approximately 3,200 feet of 8-inch water main, complete with fire hydrants and meter pit and box to serve 36 homes.

Objectives: The proposed improvements include extension of sanitary sewers within the unsewered areas to eliminate septic systems and thereby reducing the potential human health risks and potential groundwater and surface water quality degradation problems associated with the failing septic systems. In addition, the proposed improvements include extension of water mains to provide a reliable and safe water source to area residents. Benefits of public water supply include: public health improvement, fire protection and a value-added improvement (increased property values and reduced insurance rates).

The major design and construction inspection tasks for the project are summarized as follows:

Data Collection and Analysis: Collect, review and analyze existing documentation and records regarding existing sanitary sewers in the proposed project area.

Field Survey: Plan, coordinate and complete surveying activities.

Detailed Design: VENDOR shall perform a detailed design of the proposed sanitary sewer and water main systems for the neighborhood, prepare bid documents including plans and specifications and cost opinions.

Land Acquisition Assistance: VENDOR shall provide land acquisition assistance, including right-of-way engineering.

Bidding: Assist with bidding contract documents, prepare bid tabulation, and answering engineering related questions during construction.

Construction Inspection: Review shop drawings, provide construction inspection services, and prepare construction records, as-built drawings, and project close-out documents, in accordance with the City of Westfield requirements.

VENDOR shall conduct site surveys and prepare design documents, construction drawings, specifications, bid documents, and opinions of probable construction cost for the sanitary and sewers and water mains in the project area. VENDOR shall also prepare and obtain all necessary permits and assist with easement acquisitions.

**SCOPE OF SERVICES:****I. DATA COLLECTION AND ANALYSIS**

Data collection and analysis should include gathering and analyzing maps, reports and data including but not limited to the following:

- A. VENDOR shall plan, coordinate, monitor and document data collection and analysis activities.
- B. Collect, review, and analyze existing planning and engineering reports, previous field survey data, citizens complaints, and pertinent project information as provided by CONTRACTING PARTY.
- C. Obtain, examine and evaluate current public and private utility records for information needed in project planning and design. Verify location of underground installations with the appropriate utility companies.
- D. Collect existing topographic maps, record (as-designed or as-built) drawings of storm and sanitary sewer maps, water main maps and GIS maps for the project area. Review property records.
- E. Evaluate all collected data and identify required survey needs for the project area.

**II. FIELD SURVEY**

VENDOR shall survey the project location within the defined project limits to satisfactorily complete the basic field survey services described herein. VENDOR shall also provide one set of original field notes, all field survey data collected via electronic media, and one set of master drawings. VENDOR's work shall be in accordance with Indiana Code (I.C. 25-21.5); and Indiana Administrative Code (865 I.A.C. 1-12)

**This Survey Scope does *not* include the preparation of a Location Control Route Survey (LCRS). In the event that right-of-way or easements will be purchased to sufficiently complete the project, a LCRS may be required to fully conform to 865 I.A.C. 1-12.**

- A. Supply electronic files including the following as directed by CONTRACTING PARTY:
  - 1. Finished plan view of topographic survey in AutoCAD 2012 either .dwg or .dxf format
  - 2. 1-foot contours in AutoCAD 2012 either .dwg or .dxf format
  - 3. TIN used to create contours as derived from Civil 3D 2012 in .xml format
  - 4. Survey alignment data as derived from Civil 3D 2012 in .xml format
  - 5. Electronic points files in .txt coordinate and .xml formats

- B. The signature, seal, and registration number of the land surveyor, registered in the State of Indiana, who was in responsible charge of the survey, shall be affixed to the survey book submitted (if necessary). In addition, VENDOR shall complete the field survey as summarized below and as directed by the CONTRACTING PARTY. The project area to be field surveyed is described as follows:

### **Farr Hills Neighborhood**

Verify and update existing survey (from Weihe Engineers) to ensure suitability for sanitary sewer and waterline extension design.

New survey data will be gathered along approximately 500 feet of new connector road between Farr Wood Hills Drive and Buena Vista Drive,

- C. Coordinate with all utility companies to locate and mark their utilities in field. VENDOR shall notify the utilities via the call before you dig notification system (Indiana Underground Plant Protection Service (I.U.P.P.S.)). In addition, VENDOR shall notify all other existing underground facilities not in the notification system, but, believed to be within the project limits as evidenced by facilities found. VENDOR shall verify that each utility has field located their facilities during the course of the design survey. The existing facilities located, at the time of the field survey, shall be incorporated into the design survey. Size, pipe material, invert and casting elevations, and pressure (where applicable) shall be shown on the design survey. In addition, VENDOR shall provide listing of all utilities and all information available for that utility including address, and telephone number.
- D. Obtain last deed of record, subdivision plats, and section or auditor plats for all properties within the project limits from local and state agencies. The property information shall include parcel number, property owner's name, mailing address and property location. VENDOR shall provide a listing of all property information, deeds, plats, and maps.
- E. Send out survey notices together with questionnaires (if applicable) to all property owners within the project area. All survey notices and questionnaires shall be approved by CONTRACTING PARTY prior to distribution.
- F. Tie in the survey base lines to available USPLSS section corners. All necessary section corners will be located or re-established to adequately define property lines along the limits of the project during the Right-of-way Engineering or Easement Acquisition phase.
- G. Control points will be set within the project limits such that the survey base line(s) can be re-established during construction. The horizontal datum for all control will be the East Zone, Indiana State Plane Coordinate System, NAD83.
- H. Locate NGS, IDNR, USGS or INDOT benchmarks and run bench level circuit to site. Set temporary bench marks within the project limits such that elevation datum can be re-established during construction.
- I. Perform design survey in sufficient detail to obtain topographic data, utilities, buildings, walls, walks, signs, vaults, and natural and man-made features, as

evidenced by facilities at the ground surface and marks by others, necessary for the development of project plans, including all potentially affected trees, 6 inches in diameter and greater, identified by size.

- J. Obtain finished floor elevations for first floor of all buildings to be served by new sanitary sewers.
- K. Take cross sections approximately every 50 feet across the right-of-way of public roadways and or the project limits (as described above) whichever is further out. Additional cross sections shall be taken at intersection of streets, roads, railroads, driveways, etc. Obtain elevations of all existing structures such as drainage culverts, utilities and other structures.
- L. Indicate spot elevations at all finish floors, at each threshold, building edges, insets and projections, exterior platforms, steps (top and bottom treads), corners, building entrances, break in grade, ramps, area ways, tree grates, etc. within the project limits, and at top and bottom of curb.
- M. Provide a listing of all symbols, notations and legends used in the field survey. VENDOR shall furnish a hard copy together with all field survey information collected on electronic media. VENDOR shall also prepare master drawings (1-foot contours) from data collected in topographic survey using AutoCAD 2012 version and shall submit a hard copy together with electronic format. VENDOR shall delineate and label the location of all buildings, structures, fences, railings, signs, walls, walks, paved areas, curbs and other permanent structures and existing improvements. VENDOR shall outline all building edges, insets and projections, and below grade structures such as vaults, basements, and areaways where applicable, as evidenced by facilities at the ground surface and marks by others.

### **III. DETAILED DESIGN**

VENDOR shall be responsible for preparing final design plans and specifications for bidding of this project:

- A. VENDOR shall plan, coordinate, monitor and document final design activities.
- B. VENDOR shall provide CONTRACTING PARTY with the estimates of probable construction costs of the PROJECT. VENDOR shall advise CONTRACTING PARTY of any adjustments to the probable construction costs and provide design options, if any, to remain within budget.
- C. VENDOR shall resolve and/or incorporate review comments of all agencies and utilities and prepare final design plans, design summary report, technical specifications, special provisions and quantity and cost estimates.
- D. VENDOR shall prepare all necessary permit and/or approval documents and submit to the CONTRACTING PARTY, applicable regulatory agencies and utilities. Respond to concerns and comments of all consulting parties and acquire all necessary permits and approvals. Since the CONTRACTING PARTY is a self-permitting agency, the construction permits from IDEM and other State agencies are not anticipated for this project.

- E. Prepare base maps showing field survey information, including topographic characteristics of the project area including existing utilities, etc.
- F. Determine proposed alignment of new sanitary sewer and prepare detailed plan and profile sheets. Complete 50% Design and provide three (3) sets of project descriptions, preliminary design criteria, preliminary drawings, preliminary lift station and force main drawings, preliminary construction details, preliminary maintenance of traffic (MOT) details, and preliminary opinion of probable construction costs to the CONTRACTING PARTY, utilities, and any appropriate regulatory agency for review. VENDOR shall allow a minimum of Three (3) Days in the schedule for review and comment by CONTRACTING PARTY.
- G. Determine proposed alignment of new water main and prepare detailed plan and profile sheets. Complete 50% Design and provide three (3) sets of project descriptions, preliminary design criteria, preliminary drawings, preliminary construction details, preliminary MOT details, and preliminary opinion of probable construction costs to the CONTRACTING PARTY, utilities, and any appropriate regulatory agency for review. VENDOR shall allow a minimum of Three (3) Days in the schedule for review and comment by CONTRACTING PARTY.
- H. Coordinate with local Fire Department for hydrant and valve spacing and location requirements.
- I. Identify any right-of-way limitations and need for sanitary sewer and water utility easements for the construction of the proposed project and shall begin Right-of-Way Engineering services, as described below under "Land Acquisition Assistance".
- J. Attend design meeting with CONTRACTING PARTY to discuss preliminary design issues and review and address comments.
- K. VENDOR shall conduct a utility coordination meeting during the final design phase of the project.
- L. Conduct final field inspection with the CONTRACTING PARTY's representatives to review proposed sanitary sewer and water main alignments and other improvements.
- M. Complete 90% Design and incorporate changes identified by CONTRACTING PARTY from the previous design completion reviews and field inspection, if any, and develop and provide three (3) sets of new sanitary sewer plans and specifications with finalized opinions of construction costs for review and comments by CONTRACTING PARTY at the 90% design completion stage. The plans shall include finalized plan and profile drawings, construction details, MOT details, lift station and force main details, air release valves and thrust block details, and miscellaneous details. VENDOR shall allow a minimum of Three (3) Days in the schedule for review and comment by CONTRACTING PARTY.
- N. Complete 90% Design and incorporate changes identified by CONTRACTING PARTY from the previous design completion reviews and field inspection, if any, and develop and provide three (3) sets of new water main plans and specifications with finalized opinions of construction costs for review and comments by CONTRACTING PARTY at the 90% design completion stage. The plans shall

include finalized plan and profile drawings, construction details, MOT details, fittings, fire hydrants, isolation valves, air relief valves, blocking and/or restraints, service connections, meters, and miscellaneous details. VENDOR shall allow a minimum of Three (3) Days in the schedule for review and comment by CONTRACTING PARTY.

- O. The 90% completion shall, at a minimum, include the following tasks and the items:
  - 1. Finalize all calculations, quantities;
  - 2. Include all reports;
  - 3. Finish all plan details;
  - 4. Complete all specifications and manuals;
  - 5. Complete all of the sanitary sewer and utility easement legal plats and descriptions.
  
- P. VENDOR shall incorporate changes identified by the CONTRACTING PARTY from the 90% design completion reviews, if any, and prepare and provide five (5) sets of the final plans and specifications with the final opinions of probable construction costs. VENDOR shall advise CONTRACTING PARTY of any adjustments to the probable construction costs and provide design options, if any, to remain within the total project budget. VENDOR shall submit final plans and documents to agencies for review and shall revise final plans based upon regulatory and CONTRACTING PARTY review.
  
- Q. Review front end contract documents and General Conditions supplied by the CONTRACTING PARTY and resolve conflicts with plans, technical specifications and special provisions
  
- R. VENDOR shall deliver to CONTRACTING PARTY the following items as final design documents that shall become the property of CONTRACTING PARTY:
  - 1. One (1) copy of field survey notes or diskette.
  - 2. One (1) set of original As-Bid Reproducible tracings of the contract plans including addenda on standard 36" X 24" sheets prepared with ink on approved ink medium sheets.
  - 3. VENDOR shall conduct meeting with CONTRACTING PARTY's GIS Coordinator to review the digital submittal standards prior to actual submittal.
  - 4. Two (2) sets of digital CAD data of contract plans and proposed and existing infrastructure data in CONTRACTING PARTY's formats for use by CONTRACTING PARTY and to create "As Builts". The VENDOR shall obtain from CONTRACTING PARTY a current version of GIS document, as some specified formats may change with GIS software upgrades.
  - 5. Diskette copies of the bid plans for use by the utilities, to be delivered by the VENDOR as required by the utilities to design existing facility relocations.
  - 6. A minimum of 10 printed sets of bid plans, 10 sets of standards, and 10 final contract books. VENDOR may be required to print additional sets as directed by CONTRACTING PARTY.

7. Set of design calculations used to prepare the Itemized Proposal and VENDOR'S Estimate.
  8. Electronic set of specifications with any addenda in an CONTRACTING PARTY specified format.
- S. VENDOR shall prepare Addenda as appropriate to clarify, correct, or change the bidding documents.

#### **IV. GEOTECHNICAL SERVICES**

- A. VENDOR shall obtain and analyze three (3) pavement cores from the project area to determine which streets may require resurfacing and/or reconstruction due to construction.
- B. VENDOR shall provide soil-boring services for a maximum of seven (7) borings (including one boring for the lift station) to include furnishing all labor, materials, and equipment necessary for the complete and satisfactory construction of the PROJECT. The soil borings shall be to a minimum depth of 15 to 20 feet and soil borings shall not occur before the 50% design completion. VENDOR shall submit names of subconsultants for geotechnical work to CONTRACTING PARTY for approval prior to issuing a notice-to-proceed.
- C. Soil borings shall be taken every 1,000 feet (or as prescribed by the geotechnical engineer of the consultant and approved by the City) and shall be staked for location by VENDOR prior to boring. VENDOR shall deliver complete geo-technical report of all soil boring data with preliminary plans for review. Soil boring data shall be included on plans and with contract bid documents.

#### **V. OPERATION AND MAINTENANCE MANUAL**

VENDOR shall prepare an Operation and Maintenance Manual for the proposed facility. The Operation and Maintenance Manual shall include exhibits and maintenance checklist items to facilitate use of CONTRACTING PARTY staff to perform required maintenance.

#### **VI. LAND ACQUISITION ASSISTANCE**

- A. Prepare 20-year Title and Encumbrance (T&E) Reports in accordance with INDOT 12.2 Classification Requirements for each Parcel ID# identified in records search that is impacted by the proposed construction.
- B. Prepare Exhibit "A" (legal description) and Exhibit "B" (easement parcel plat). Any contiguous parcels owned by the same property owner and impacted by the proposed project will be completed as one document.

- C. Stake the proposed Easement at all design bend points and at property lines with a 12-inch hub and lathe in earthen areas and with a 3 Mag Nail in pavement areas unless directed otherwise by CONTRACTING PARTY.

## **VII. UTILITY COORDINATION**

- A. VENDOR shall coordinate with utility companies and attend a minimum of three (3) meetings with utility companies before advertising for bidding occurs. Typically there shall be three meetings on or related to utility coordination: Preliminary Utility Coordination Meeting, Final Design Coordination Meeting, and Pre-Construction Meeting.
- B. VENDOR shall provide utilities with plans and specifications in sufficient detail that the utilities may relocate their facilities without conflicting with the Project.

## **VIII. BIDDING RELATED SERVICES**

- A. VENDOR shall assist the CONTRACTING PARTY during the bidding of this project. VENDOR shall conduct the pre-bid conference, prepare pre-bid conference meeting minutes, issue addenda and attend the bid opening.
- B. VENDOR shall answer questions during bidding as they pertain to the plans and specifications and shall prepare any necessary Addenda, which may be required.
- C. Certified Bid tab sheets in Excel format on diskette, in an Excel version currently used by CONTRACTING PARTY and cost opinion.
- D. VENDOR shall review and evaluate the bids received and provide a certified tabulation of bids along with his recommendation of the apparent lowest responsive and responsible bidder to the CONTRACTING PARTY. VENDOR shall also scan all bids received and return all bids, together with a diskette containing scanned files in a PDF format.
- E. VENDOR shall review and prepare recommendation for "or equal" products only for the apparent lowest responsive and responsible bidder following bid opening if the bidder elects to provide an "or equal" product.

## **IX. CONSTRUCTION PHASE SERVICES**

- A. CONSTRUCTION SCHEDULE: Review the Contractor's initial construction schedule for compliance with the contract and give to CONTRACTING PARTY detailed documentation concerning its acceptability. VENDOR shall identify "gaps" in Contractor's scheduling that can be compressed into sometimes significantly shorter construction period(s). Schedule review by VENDOR will be on-going throughout the length of the project, and schedule updates will be provided at each progress meeting.

- B. CONFERENCES: Attend preconstruction conferences as directed by CONTRACTING PARTY, arrange a schedule of progress meetings and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules. Record minutes of such meetings.
- C. LIAISON: Serve as the CONTRACTING PARTY's liaison with the Contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting liaison capacity, the VENDOR shall be thoroughly familiar with the plans and specifications applicable deviation observed shall be reported to CONTRACTING PARTY.
  - 1. Serve as CONTRACTING PARTY's liaison with the traveling public and nearby affected business owners and property owners. If necessary, the VENDOR will attend and participate in any public information meetings.
- D. ASSISTANCE: Assist CONTRACTING PARTY in obtaining from the Contractor a list of his proposed suppliers and subcontractors.
- E. EQUIPMENT: Furnish all equipment necessary to sample and test materials.
- F. SHOP DRAWINGS:
  - 1. Receive shop drawings and falsework drawings. Check for completeness and review with CONTRACTING PARTY as necessary.
  - 2. Review approved shop and falsework drawings, specifications, and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.
  - 3. Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and advise CONTRACTING PARTY when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.
- G. REVIEW OF WORK, INSPECTION, AND TESTS:
  - 1. Coordinate inspection activities with CONTRACTING PARTY's representative. Conduct on-site inspections of the work in progress as a basis for determining that the project is proceeding in accordance with the Contract Documents.
  - 2. Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the INDOT Construction Manual and/or in accordance with current accepted practices.
  - 3. Accompanying visiting inspectors representing local, state, or federal agencies having jurisdiction over the project, and report details of such inspection to CONTRACTING PARTY.

4. Verify that all materials have been tested in the manner and extent prescribed, and in accordance with current accepted practices
- H. MODIFICATION: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to CONTRACTING PARTY.
- I. RECORDS:
1. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders, and additional drawings subsequent to the award of the Contract, progress reports, and other project related documents.
  2. Keep a diary or logbook recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request, furnish copies of such diary or logbook to CONTRACTING PARTY.
  3. Maintain a record of names, addresses, and telephone numbers of all subcontractors and major material suppliers.
  4. Maintain a set of drawings on which authorized changes are noted and deliver to CONTRACTING PARTY upon request, but in any event at the completion of the project.
  5. Supply GPS coordinates of all project structures for future GIS documentation and operation.
  6. Prepare the Final Construction Record and Final Estimate as required by the City.
- J. REPORTS: Furnish to CONTRACTING PARTY at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.
- K. PROGRESS ESTIMATES: Prepare progress estimates for periodic partial payments to the Contractor and deliver to CONTRACTING PARTY for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete and in place in accordance with the contract.
- L. PROJECT RESPONSIBILITY: The VENDOR will be responsible for the documentation of pay quantities and estimates and the maintenance of appropriate records related to the construction of this project.
- M. DETAIL OF TYPICAL REPORT REQUIREMENTS
- N. Several reports prepared by the VENDOR. The following is a list of report requirements typical for this project.

- Daily Report
- Weekly Reports
- Weekly Sign and Barricade Inspection Report
- Monthly Progress Report
- Change Order
- Progress Pay Estimate
- Material Record
- Comparison of Estimates – Original and Final

**X. ADDITIONAL SERVICES**

- A. Additional services as may be identified during the course of the project, which are not listed in Sections I through XII, shall be performed by the VENDOR only upon written authorization by the CONTRACTING PARTY.

**SCHEDULE**

The Project will be completed per attached design and construction schedule. This schedule is based on receiving a Notice to Proceed by March 29, 2013 and receiving prompt review and approvals from City agencies within three (3) working days.

| <u>SCHEDULE</u>                               | <u>DATE</u>              |
|-----------------------------------------------|--------------------------|
| Task I & II: Preliminary Design Field Survey  | 03/29/2013 to 04/08/2013 |
| Task III: Detailed Design                     |                          |
| 50% Preliminary Design                        | 04/09/2013 to 05/27/2013 |
| 90% Preliminary Design                        | 05/27/2013 to 06/17/2013 |
| Final Design                                  | 06/17/2013 to 07/01/2013 |
| Task IV: Geotechnical Investigation           | 05/27/2013 to 06/07/2013 |
| Task V. Operation & Maintenance Manual        | 07/15/2013 to 09/15/2013 |
| Task VI: Land Acquisition Assistance          | 05/27/2012 to 06/07/2013 |
| Task VII: Utility Coordination                | 04/09/2013 to 06/07/2013 |
| Task VIII: Bidding Phase Services             | 07/01/2013 to 07/15/2013 |
| Land Acquisition (By Contracting Party)       | 06/07/2013 to 07/01/2013 |
| Task IX: Construction          Phase Services |                          |
| Construction                                  | 07/15/2013 to 10/15/2013 |
| Project Closeout                              | 10/15/2013 to 11/15/2013 |

**COMPENSATION: BASIS FOR PAYMENT – LUMP SUM AND UNIT PRICE**

VENDOR shall be compensated for services rendered by VENDOR under this Agreement in accordance with Percent Completed Basis for the Lump Sum Items and Quantity Completed for Unit Cost Basis Items, as shown below. The total obligation under this Agreement shall not exceed a **Total of \$277,364.00** unless approved in writing by CONTRACTING PARTY. Progress and unit cost payments will be paid to VENDOR based upon the percentage of progress and units completed (hours actually spent and expenses actually incurred), and shall not be made more often than once a month.

**LUMP SUM BASIS OF PAYMENT** (Payment to be reimbursed by percent completed.)

|                                                                                                                                                              |                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <b>VS ENGINEERING, INC. (VENDOR)</b>                                                                                                                         |                     |
| Task: Field Survey, Detailed Design, Geotechnical Investigation, O&M Manual, and Bidding Phase Services (Task I, II, III, IV, V, VII, and VIII of Exhibit B) |                     |
| <b>TOTAL LUMP SUM AMOUNT</b>                                                                                                                                 | <b>\$143,870.00</b> |

**UNIT PRICE BASIS OF PAYMENT**

Payment to be reimbursed in the Not to Exceed amounts indicated as follows;

|                                                                                                           |                     |
|-----------------------------------------------------------------------------------------------------------|---------------------|
| <b>VS ENGINEERING, INC. (VENDOR)</b>                                                                      |                     |
| Task: Land Acquisition Assistance: 7 Parcels @ \$1,500/parcel (Task VI of Exhibit B)                      | <b>\$10,500.00</b>  |
| Task: Construction Phase Services: per Exhibit B-1 - Employee Hourly Rate Schedule (Task IX of Exhibit B) | <b>\$122,994.00</b> |
| <b>TOTAL UNIT PRICE AMOUNT</b>                                                                            | <b>\$133,494.00</b> |

**EXHIBIT B-1****EMPLOYEE HOURLY RATE SCHEDULE**

| <b><u>EMPLOYEE/SERVICE DESCRIPTION</u></b> | <b><u>RATE</u></b>     |
|--------------------------------------------|------------------------|
| Principal                                  | \$215.00               |
| Project Manager II                         | \$175.00               |
| Project Manager I                          | \$130.00               |
| Project Engineer I                         | \$115.00               |
| Land Surveyor II                           | \$112.00               |
| 2-Man Survey Crew                          | \$149.00               |
| Survey Technician                          | \$65.00                |
| CADD Technician I                          | \$85.00                |
| Construction Inspector I                   | \$84.00                |
| Administrative Assistant                   | \$55.00                |
| <br><b><u>DIRECT COSTS</u></b>             | <br><b><u>RATE</u></b> |
| Mileage                                    | \$0.445/mile           |
| Lodging                                    | \$90.00/person         |
| Per Diem                                   | \$26.00/person         |
| Reproduction/Copies/Materials/Postage      | At Cost                |

**Attachment 1**

No changes at this time.