



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda_02_28_2018

Wednesday, February 28, 2018 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, February 28, 2018 at 01:00 PM

MEETING PLACE: Westfield Public Works- Large Conference Room

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

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Action Item #1:

Minutes - January 24, 2018

Documents: [January 24, 2018 Minutes](#)

Bid Approval

Construction Standards & Specifications Changes

Change Orders

Contracts/Leases

Action Item #2:

Westfield Park Culverts - Preliminary Engineering Contract

Documents: [Westfield Park Road Culvert](#)

Action Item #3:

East Street - Preliminary Engineering Contract

Documents: [Preliminary Engineering Contract](#)

Action Item #4:

East Street - Survey Contract

Documents: [Survey Contract](#)

Action Item #5:

East Street - Environmental Contract

Documents: [Environmental Contract](#)

Agreements and/or Memorandum of Understanding (MOU)

Action Item #6:

Ditch Road South Extension - Frontier Utility Reimbursement Agreement

Documents: [Frontier Utility Reimbursement Agreement](#)

Action Item #7:

Ditch Road South Extension - Duke Utility Reimbursement Agreement

Documents: [Duke Utility Reimbursement Agreement](#)

Action Item #8:

Monon Trail Phase 5 - Signing Authority for Duke Utility Reimbursement Agreement

Documents: [Duke Signing Authority](#)

Miscellaneous

Action Item #9:

WPD - Approval to Hire Two Applicants with Conditional Offers of Employment

Consent Agenda

Trails Quit Claim Deed for Property Overlap

Documents: [Quit Claim Deed](#)

February Bond Information

Documents: [Bond Information](#)

Department Reports

Fire

Police

Documents: [WPD January Report](#)

Public Works

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY January 24, 2018

The Westfield Board of Public Works and Safety met on January 24, 2018 at the Westfield Public Works Conference Room. Present were, Mayor Cook, Kate Snedeker, Kim Strang, Records Manager and Brian Zaiger, legal counsel.

Mayor Cook called the meeting to order at 1:02 P.M.

AGENDA ITEMS:

Action Item #1: Meeting Minutes Consideration for Approval:

Kate Snedeker made the motion to approve the December 13, 2017 meeting minutes as presented. Mayor Cook seconded. Vote: Yes-2; No-0. Motion carried.

CONTRACTS AND LEASES:

Action Item #2: Traffic on-Call Annual Contract

Phil Sundling presented stating this will be an annual contract agreement for engineering services on an as needed basis for studies and design improvements throughout the City.

Kate Snedeker made the motion to approve the contract as presented. Mayor Cook seconded. Vote: Yes-2; No-0. Motion carried.

Action Item #3 and Action Item #7 moved to end of agenda

Randy Graham arrived 1:05

AGREEMENTS/MEMORANDUM OF UNDERSTANDING (MOU):

Action Item #4: Westfield Police Canine Ownership Transfer Agreement

Chief Rush presented stating this is an agreement between the City and Office Song Kang to transfer sole ownership, custody, and responsibility for K-9 Gorky to Officer Kang.

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

Action Item #5: BD Schools Real Estate, LLC-Revised Road Impact Fee Payment Agreement

Phil Sundling presented stating this is a request to reduce the previous assessed Road Impact Fee by 50% due to updated documentation provided to the City.

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

Action Item #6: Grassy Branch at Bridgewater-Road Impact Fee Agreement

Phil Sundling presented stating this is a request by the developer to receive a Road Impact Fee Credit, in exchange for the developer constructing a passing blister and extending the pedestrian path along the south side of 151st Street from Carey Rd. west to Oak Rd.

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

Action Item #8: Village Park Plaza Development Agreement

Phil Sundling presented, detailing the agreement and asking for signing authority to be given to Jeremy Lollar.

Kate Snedeker made the motion to approve the signing authority be given.
Randy Graham seconded. Vote Yes-3; No-0. Motion carried.

CONSENT AGENDA:

January Bond Information

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

DEPARTMENT REPORTS:

Fire- Chief Reed

Police- Chief Rush

Public Works- Jeremy Lollar

Kate Snedeker recused herself at 1:28

Action Item #3: Northpoint Temporary Access Way-Construction Contract

Phil Sundling presented stating the details of the contract which would construct an access road with a completion date of May 1st, 2018.

Randy Graham made the motion to approve the contract. Mayor Cook seconded.
Vote: Yes-2; No-0. Motion carried.

Action Item #7: Northpoint Project Agreement:

Todd Burtron presented stating that the city finds it in the best interest of the citizens of Westfield to stand behind the developer and their proposed project. The city would agree to complete the construction of the East Street Extension and contribute to the funding of the Infrastructure Project.

Chris Wilkes, partner with Northpoint Owners thanked the city for their support in this project.

Randy Graham made the motion to approve the agreement with the updated exhibit B. Mayor Cook seconded. Vote: Yes-2; No-0. Motion carried.

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

Deputy Clerk-Treasurer

Board of Public Works and Safety

QUITCLAIM DEED

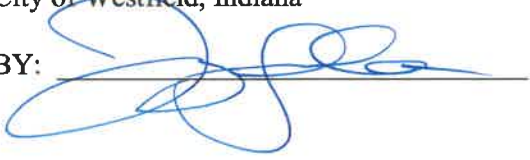
THIS INDENTURE WITNESSETH, That the City of Westfield. ("Grantor") of Hamilton County, Indiana, fee holder of title to the real estate described herein, QUITCLAIMS to Oak Ridge Investors, LLC Hamilton County in the State of Indiana all of its rights, title and interest in the following described real estate in Hamilton County, Indiana:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND
INCORPORATED BY REFERENCE HEREIN

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Grantor has executed this deed this 8th day of February, 2018.

City of Westfield, Indiana

BY: 

Printed: Jeremy Lollar

STATE OF INDIANA)

) SS:

COUNTY OF HAMILTON)

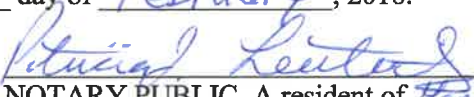


Before me, a Notary Public in and for said County and State, personally appeared Jeremy Lollar who acknowledged their authority and the execution of the foregoing Quitclaim Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 8th day of February, 2018.

My Commission Expires:

2/3/24


NOTARY PUBLIC, A resident of Ham County,
Indiana

Printed: Patricia J. Leuteritz

Send tax bills to: Clerk-Treasurer's Office, 130 Penn Street, Westfield, IN 46074.

Return deed to: Clerk-Treasurer's Office, 130 Penn Street, Westfield, IN 46074.

This instrument prepared by: Brian J. Zaiger, Attorney at Law
KRIEG DEVAULT, LLP
(317) 238-6266

ANY SOCIAL SECURITY NUMBER HAS BEEN REDACTED OR REMOVED

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

January 2018

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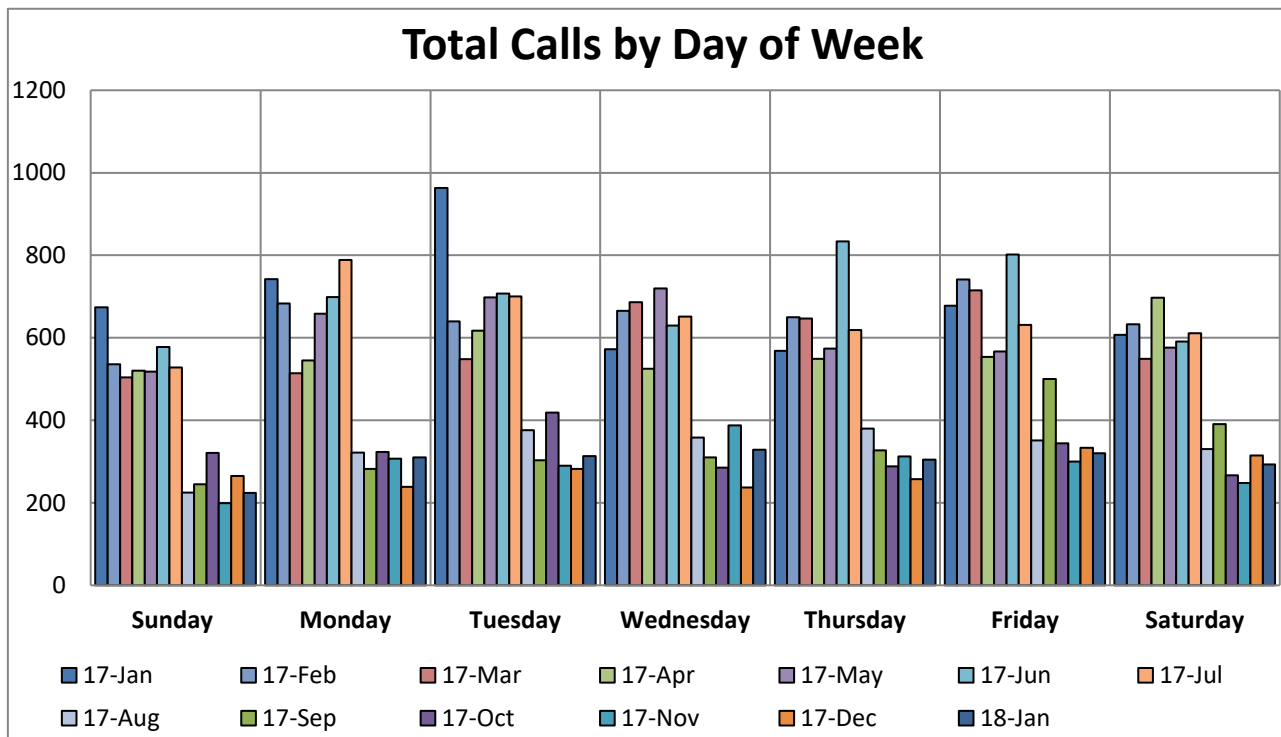
Events by Nature

911 Hang Up	46
Abandoned Vehicle	6
Abandonment	0
Abuse / Neglect	3
Accident - Hit & Run	14
Accident - Other	1
Accident - Property Damage	69
Accident - Personal Injury	7
Accident - Unknown	14
Alarm - Other	1
Alarm - Vehicle	2
Alarm - Burglar	166
Alarm - Hold Up	13
Animal Bite / Attack	0
Animal Complaint	25
Assist Fire	38
Assist Other Department	17
Assist Public	29
Battery	3
Bomb Threat	0
Burglary	7
Carjacking	0
Case Follow Up	86
Child Seat Inspection	1
Civil Dispute	18
Criminal Mischief	12
Damage to Property	0
Death Investigation	0
Directed Patrol	13
Disturbance	15
Driving Complaint	41
Drug Complaint	11
Escort	0
Fight	0
Firearms Shots	0
Found / Lost Property	9
Found Person	0
Fraud Prescription	6
Fraud / Deception	14
Harassment	23
Intoxicated Person	3
Investigation	16
Juvenile Complaint	13

K9 Detail	0
Kidnapping	0
Lock Out	51
Loud Party	2
Mental Emotional - Violent	0
Mental Person	5
Miscellaneous	10
Missing Person	4
New Call	5
Nuisance	4
Ordinance Misc.	12
Parking Complaint	12
Physical Disturbance	17
Reckless Activity	1
Road Rage	2
Robbery	0
Runaway	2
Security Check	19
Sex Offense	3
Shooting	0
Special Detail	0
Stabbing	0
Suicide	0
Suspicious Activity	81
Suspicious Package	1
Test	0
Theft	34
Theft - From a Vehicle	3
Theft - of a Vehicle	2
Threat to Life	6
Threatening Suicide	11
Tow Release	0
Traffic Hazard	85
Transport	2
Trespassing	5
Traffic Stop	912
Unknown Call for Police	0
VIN Check	18
Wanted	1
Warrant Service	7
Weapons Complaint	5
Welfare Check	30
	2094

Total # of Calls by Day of Week

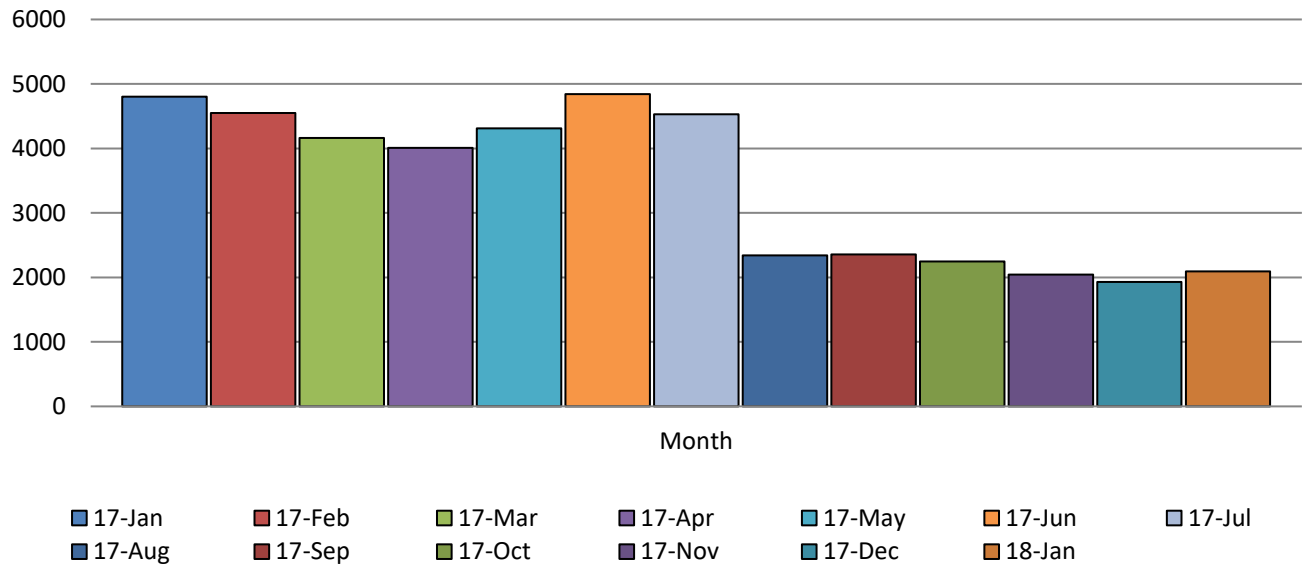
DAY	17-Jan	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec	18-Jan
Sunday	674	536	504	520	518	578	528	225	245	321	199	265	224
Monday	742	683	514	545	658	699	789	322	282	323	307	239	310
Tuesday	963	640	548	617	698	707	700	376	303	419	290	282	313
Wednesday	572	665	686	525	720	630	651	358	310	285	388	237	329
Thursday	568	650	647	549	574	834	619	380	327	288	312	257	305
Friday	678	741	715	554	567	802	631	351	500	344	300	333	320
Saturday	607	633	549	697	576	591	611	330	391	267	248	315	293
TOTAL	4804	4548	4163	4007	4311	4841	4529	2342	2358	2247	2044	1928	2094



Total # of Calls by Hour of Day

HOUR	17-Jan	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec	18-Jan
0	237	209	174	159	182	158	156	101	100	93	74	77	66
1	280	215	201	143	181	153	139	49	69	53	46	44	51
2	198	222	154	139	138	180	143	34	49	40	33	35	37
3	139	172	171	116	124	129	114	25	34	35	17	27	34
4	144	146	140	89	152	121	105	27	25	31	13	18	27
5	238	255	225	185	181	197	221	22	18	16	20	20	24
6	287	294	238	184	245	278	255	54	35	35	38	41	52
7	219	232	269	240	207	255	190	97	110	102	79	77	76
8	166	191	184	223	215	290	223	119	133	149	140	95	72
9	151	145	150	175	168	249	207	93	111	132	116	98	105
10	169	196	229	243	238	278	260	132	169	172	181	123	121
11	124	131	142	151	152	178	200	99	104	123	126	102	93
12	132	151	164	148	158	177	183	132	106	105	134	104	81
13	220	154	193	201	185	216	196	161	145	130	92	102	125
14	219	184	170	221	186	226	228	152	131	140	114	119	135
15	169	172	156	196	179	206	199	122	142	125	125	117	96
16	147	142	136	143	156	189	153	111	127	95	83	84	105
17	138	149	122	137	174	224	152	111	96	81	70	103	106
18	332	258	205	211	243	246	267	123	114	112	126	107	179
19	285	228	197	192	201	214	211	112	121	108	90	122	160
20	120	124	96	70	120	123	115	87	85	79	62	83	71
21	150	128	111	85	128	119	148	105	82	75	62	54	82
22	279	191	163	165	199	192	248	145	123	109	102	87	111
23	261	259	173	191	199	243	216	129	129	107	101	89	85
TOTAL	4804	4548	4163	4007	4311	4841	4529	2342	2358	2247	2044	1928	2094

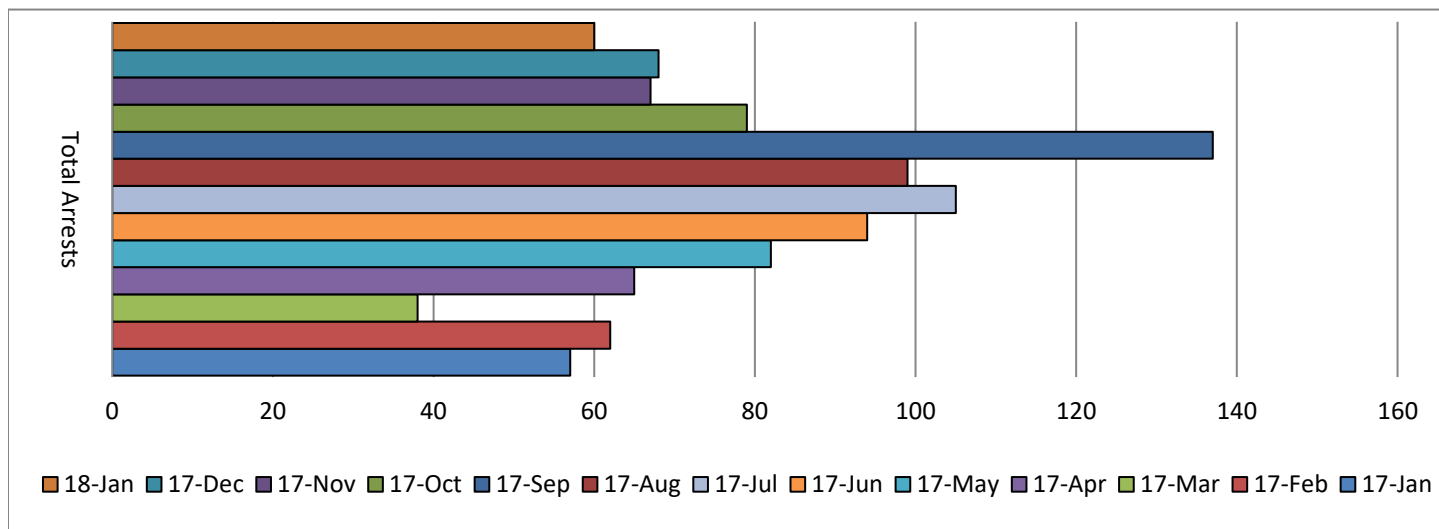
Calls for Sevice by Month



UCR OFFENSES

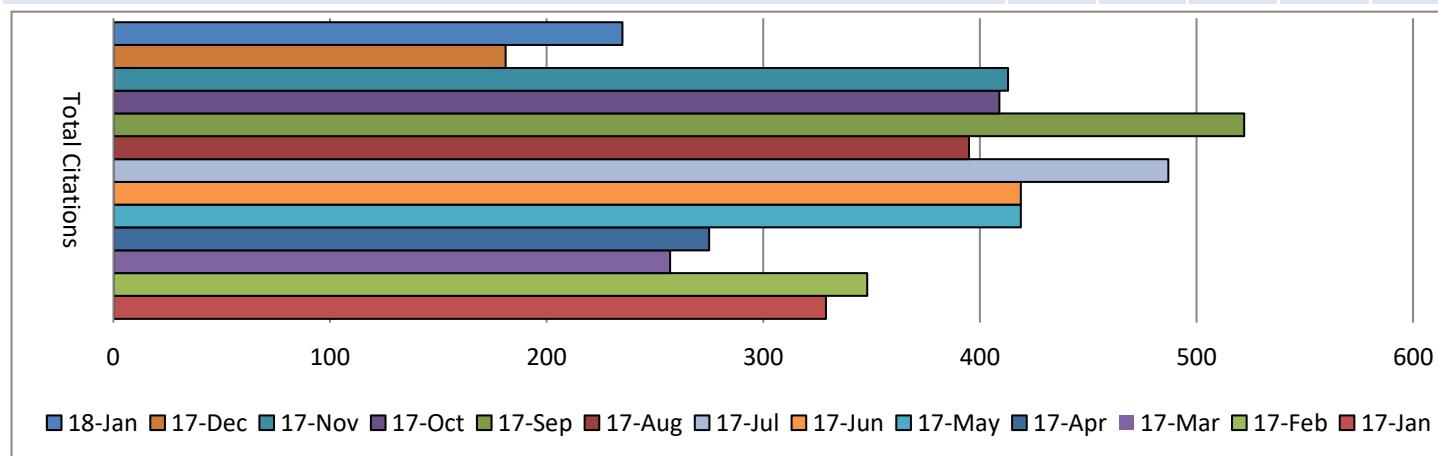
OFFENSE	17-Jan	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec	18-Jan
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	0	0	0	0	0	0	1	-1	0	0	0
Robbery	3	0	0	1	0	1	0	0	2	1	-1	1	0
Battery - Aggravated	2	4	1	1	3	1	0	0	0	0	1	1	0
Battery - Simple	11	9	13	14	20	10	12	11	15	12	19	14	11
Burglary	7	2	4	0	0	3	0	1	3	0	2	5	1
Theft	33	25	27	18	32	33	37	41	24	17	29	30	26
Motor Vehicle Theft	2	0	2	3	2	0	1	3	0	1	2	0	1
TOTAL	58	40	47	37	57	48	50	56	45	30	52	51	39

Arrest Reports Taken	17-Jan	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec	18-Jan
Alcohol/ Drug Related	21	35	17	26	17	20	26	23	26	16	13	13	15
Felony Charges	24	21	17	23	12	7	11	13	16	7	20	18	5
Misdemeanor Charges	75	79	35	106	81	101	114	86	131	82	58	77	69
Total Arrests	57	62	38	65	82	94	105	99	137	79	67	68	60



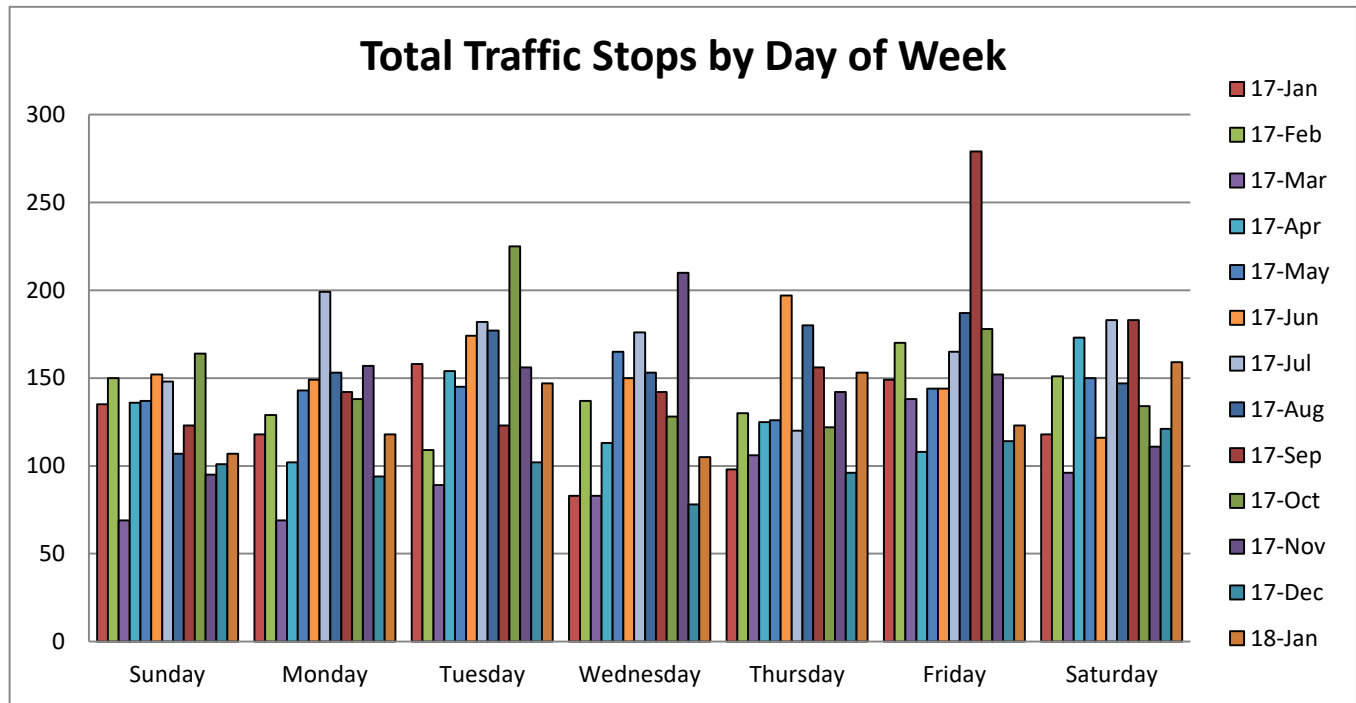
Traffic	17-Jan	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec	18-Jan
Total Citations	329	348	257	275	419	419	487	395	522	409	413	181	235
Total Written Warning	947	1059	476	757	937	1070	1135	1125	1113	1084	989	782	1036
Total Traffic Accidents	74	50	47	57	51	65	51	61	58	49	49	77	54
Property Damage	65	41	41	50	43	59	44	48	51	44	45	68	48
Personal Injury	9	9	6	7	8	6	7	9	7	5	4	9	6
Fatality	0	0	0	0	0	0	0	0	0	0	0	0	0
Hit and Run*	9	11	6	7	6	5	5	4	5	6	2	3	7

*numbers included in property damage, personal injury, and fatality accidents



Traffic Stops by Day of Week

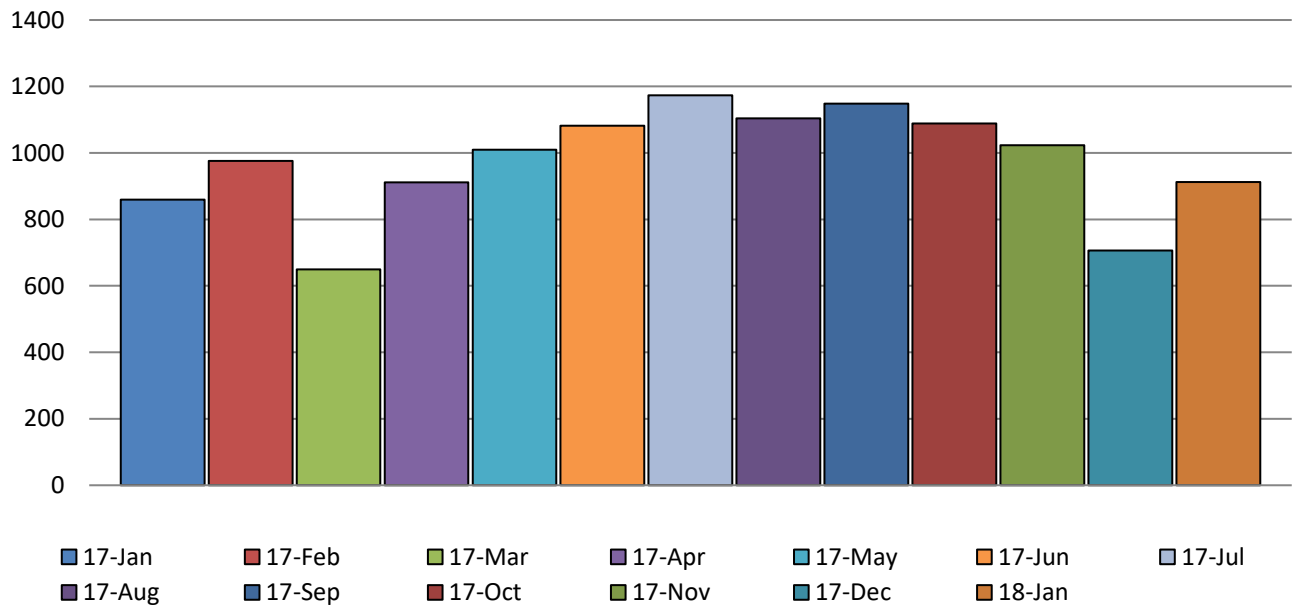
Day:	17-Jan	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec	18-Jan
Sunday	135	150	69	136	137	152	148	107	123	164	95	101	107
Monday	118	129	69	102	143	149	199	153	142	138	157	94	118
Tuesday	158	109	89	154	145	174	182	177	123	225	156	102	147
Wednesday	83	137	83	113	165	150	176	153	142	128	210	78	105
Thursday	98	130	106	125	126	197	120	180	156	122	142	96	153
Friday	149	170	138	108	144	144	165	187	279	178	152	114	123
Saturday	118	151	96	173	150	116	183	147	183	134	111	121	159
TOTAL	859	976	650	911	1010	1082	1173	1104	1148	1089	1023	706	912



Traffic Stops by Hour of the Day

Hour:	17-Jan	17-Feb	17-Mar	17-Apr	17-May	17-Jun	17-Jul	17-Aug	17-Sep	17-Oct	17-Nov	17-Dec	18-Jan
0	42	40	32	46	53	57	50	67	71	60	50	47	40
1	24	35	17	29	40	25	32	31	47	30	28	20	24
2	15	18	12	14	29	22	24	15	30	21	21	19	18
3	9	15	9	10	12	18	11	11	16	21	7	11	11
4	7	6	5	10	8	10	6	6	8	13	7	6	9
5	9	6	5	3	4	2	1	6	3	2	5	3	9
6	19	17	7	22	29	21	39	28	17	19	23	19	32
7	49	59	34	59	65	78	52	63	67	72	64	47	34
8	44	62	47	52	73	108	75	69	79	93	84	55	34
9	41	55	30	50	52	105	76	54	53	66	69	21	46
10	48	80	64	91	83	89	93	65	92	85	100	54	58
11	26	50	34	53	44	42	61	35	45	57	67	28	35
12	31	53	38	58	32	43	45	48	45	37	55	25	19
13	70	48	50	65	51	52	73	86	66	59	34	37	44
14	66	44	38	54	54	53	74	77	68	59	59	52	40
15	40	34	18	48	36	45	51	40	59	56	57	30	33
16	27	22	14	22	22	43	23	51	48	26	24	13	18
17	19	22	12	24	31	38	25	31	17	19	18	8	20
18	64	61	27	34	58	56	82	49	49	38	45	41	115
19	47	47	37	42	53	46	67	43	56	58	32	40	99
20	23	27	9	11	29	13	23	29	26	34	17	22	20
21	28	44	18	9	17	14	24	44	26	28	24	13	41
22	74	60	48	40	58	46	94	83	78	63	59	42	51
23	37	71	45	65	77	56	72	73	82	73	74	53	62
TOTAL	859	976	650	911	1010	1082	1173	1104	1148	1089	1023	706	912

Total Traffic Stops by Month



**Westfield Police Department
Community Events
January 2018**

1/13/18 Safety Talk for Bridgewater Community – Chief Rush, Capt. Hollowell and Lowes

1/17/18 Talk with Boy Scout to assist with earning a merit badge – Chief Rush

**Westfield Police Department
Monthly Training Summary
January 2018**

1/4/18 Fentanyl: Current Drug Trends and Officer Safety – Officer Blackford

1/8-12/18 Enhanced Incident Management / Unified Command – Sgt. Adams

1/11/18 Monthly ESU

1/11-13/18 Wounded Spirits Conference – Chaplain Minton

1/13-14/18 CrossFit Level 2 – Officers Swiatkowski and larrison

1/22-25/18 Active Shooter – Departmental Training

1/24/18 Human Terrain Mapping & Behavior Pattern Recognition – Officer Stubbs

1/30-2/2/18 TEEX MGT440-44 – Lt. Gentry and Officer Kang



Public Works

Jeremy Lollar, Director
Angie Smitherman, Administration
Phil Sundling, Project Mgmt.
Adam Essex, Inspections
Travis Stetnish, Streets
Chris McConnell, Parks & Trails

Board of Works

Andy Cook
Randy Graham
Kate Snedeker

Clerk Treasurer

Cindy J. Gossard

Public Works Department

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

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

To: Westfield Board of Public Works & Safety

Date: February 28, 2018

Re: Action Item-Signing Authority

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider granting Jeremy Lollar, Director of Public Works, signing authority for Duke Energy - Utility Reimbursement Agreement not to exceed \$140,000.00 for the Monon Trail Phase 5 (Bridge over SR 32) project.

Kate Snedeker

Randy Graham

Andy Cook

**CITY/COUNTY UTILITY REIMBURSEMENT AGREEMENT
(Work by Utility)**

Agreement Amount \$39,909.90 Des No. N/A
Agreement Type Standard Project No. 5594
Work Description Telephone Relocation Road SR 32/Ditch Road
County Hamilton

THIS AGREEMENT, made and entered into this _____ day of _____
20____, by and between Frontier North, Inc.
20905 Hague Road
Noblesville, IN 46062
(hereinafter referred to as the "Utility"), and City of Westfield

Indiana acting by and through its appropriate elected official, (hereinafter referred to as the "Local Public Agency").

WITNESSETH:

WHEREAS, the Local Public Agency desires to improve and/or maintain the condition of the above referenced road and has determined that the construction designated by the above project number (hereinafter referred to as the "project") is necessary for the improvement and/or maintenance of the roadway;

WHEREAS, the State of Indiana, through the Indiana Department of Transportation, (hereinafter referred to as "State") has agreed to recommend approval of this project to the Federal Highway Administration for construction with funds apportioned to the State under Title 23, United States Code and Acts amendatory thereof and supplementary thereto;

WHEREAS, the State will advertise for bids for construction of the project, award the contract, supervise the construction of the project and act as liaison agent for the Local Public Agency with the Federal Highway Administration;

WHEREAS, the project will require certain adjustments, removals, alterations and/or relocations of the existing facilities of the Utility will have to be made as shown on the plan marked Exhibit "A", attached hereto and incorporated by reference;

WHEREAS, it is necessary for the parties hereto to comply with the applicable terms and provisions of the Federal-Aid Policy Guide (hereinafter called the Policy Guide), dated December 9, 1991, and 23 CFR 645 Subpart A, incorporated by reference, in order to receive reimbursement for the costs of the adjustments, removals, alterations and/or relocations of the existing facilities of the Utility;

WHEREAS, it is in the best interests of the Utility and the Local Public Agency, for the Utility to make the necessary adjustments, removals, alterations and/or relocations of its existing facilities as shown on Exhibit "A" with the Utility's regular construction and maintenance forces, or by a contractor paid under a contract let by the Utility.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL AGREEMENTS AND COVENANT HEREIN CONTAINED (THE ADEQUACY OF WHICH CONSIDERATIONS AS TO EACH OF THE PARTIES TO THIS AGREEMENT IS HEREBY MUTUALLY ACKNOWLEDGED), AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND INTENDING TO BE LEGALLY BOUND, THE PARTIES HEREBY COVENANT AND AGREE AS FOLLOWS:

SECTION I - DESCRIPTION OF WORK AND ITEMIZED COST ESTIMATE

The Utility shall make the necessary adjustments, removals, alterations and/or relocations to its existing facilities in the following manner:

[Circle (1) and/or (2)]

(1) With its regular construction or maintenance crew and personnel at its standard schedule of wages and working hours.

(2) By an approved contractor as set forth in 23 CFR 645.109, 645.111 and/or 645.115.

The preliminary itemized cost estimate for this project is set forth in attached Exhibit "B", incorporated by reference, and prepared in accordance with 23 CFR 645.113.

Exhibit "B" shall include an itemized estimate of all anticipated costs, including but not limited to, materials, labor, equipment costs, preliminary and construction engineering costs, administrative costs, eligible property costs, and or contracted services. Each item shall be shown as a 'per unit' cost. Professional services cannot be listed as a percentage of the total cost.

SECTION II - WORK COMMENCEMENT

The Utility shall not start work on the adjustments, removals, alterations and/or relocations covered by this agreement until written authorization has been given the

Utility by the Local Public Agency or until a satisfactory starting date has been established with the Local Public Agency's project coordinator.

SECTION III - SUBORDINATION OF RIGHTS

The existing facilities (are) (are not) located on public right-of-way. If such facilities are located on property, other than public right-of-way, and the Utility either has an easement thereon or a continuing right to maintain the facilities in that location, the Utility, for and in consideration of this agreement, shall subordinate the Utility's rights to those of the Local Public Agency in the highway right-of-way prior to final payment by executing an individual subordination agreement.

SECTION IV - MATERIAL ALTERATIONS DUE TO CHANGED AND UNFORESEEN CIRCUMSTANCES

The Utility shall modify its facilities in accordance with the plans, specifications, and estimates shown in Exhibits "A" and "B". No work shall be performed by the Utility beyond the scope contemplated by Exhibits "A" and "B" without prior written authorization by the Local Public Agency.

In the event there are changes in the scope of work, extra work, or major change in the planned work covered by the approved agreement, plans, and estimate the Utility shall inform the Local Public Agency as soon as practical upon discovery. The Utility shall also notify the Local Public Agency of any material alterations due to unforeseen circumstances as soon as practical upon discovery. Such notification shall consist of a letter, telephone call, or other electronic communication confirmed by letter to the address of the Local Public Agency listed on Page 1 of this agreement

Notification shall include sufficient information to indicate the nature of the changed or unforeseen circumstances, the location of the changed or unforeseen circumstances, and the impact of the changed or unforeseen circumstances upon the Utility's relocation efforts, cost of the relocation, the time necessary to complete the relocation, and the extent of relocation.

SECTION V - STANDARD PAYMENT METHOD / PROGRESS BILLING

The Utility may, once the Utility has accumulated **\$1,000.00** of expenses, submit one request for payment per calendar month for work covered by this agreement. The utility shall attach an itemization of costs incurred with each request for payment. This itemization of costs shall appear in the same form and manner as the preliminary estimate as shown on Exhibit "B"

The Local Public Agency will reimburse the utility for any item of worth or expense involved if performed at the written direction of the Local Public Agency. The Utility will be reimbursed for its actual costs of the work described in Exhibit "A" upon presentation of itemized bills to the Local Public Agency from the Utility.

Progress payments made by the Local Public Agency to the Utility shall not exceed ninety-seven percent (97%) of the estimated cost of the completed work. Reimbursement for progress billings shall be paid within sixty (60) days of receipt.

Partial payment shall not abrogate the Local Public Agency's or the State's right to dispute in good faith the Utility's claim for compensation. Such good faith disputes shall be resolved upon presentation of the Utility's final request for payment and the resolution of any audit performed in accordance with Section IX of this agreement.

SECTION VI – LUMP SUM PAYMENT METHOD

The Utility may elect to petition the Local Public Agency for payment of its expenses by Lump Sum. Such petition shall include Exhibits "A" and "B" along with a detailed explanation requesting payment by lump sum and showing how all individuals will be best served by this payment method.

The Local Public Agency may make payment to the utility by lump sum if the total cost for the adjustments, removals, alterations, and/or relocations do not exceed \$25,000.00. Lump sum payments in excess of \$25,000 will be made only if in the best interests of the public in accordance with 23 CFR 645.113(f) and approved by the Federal Highway Administration.

If a lump sum payment is approved, the Utility shall submit one request for payment no later than ninety (90) days after the work is completed. No amount in excess of the agreed amount in Exhibit "B" shall be reimbursed.

SECTION VII - FINAL BILL

The Utility shall present its final itemized bill accompanied by an itemized cumulative invoice within ninety (90) days of completion of its work. All documents required to substantiate any claims for payment shall be submitted with this final itemized bill. Such supporting documentation shall include, but shall not be limited to, copies of material invoices, time sheets, vendor and/or contractor invoices and other such documents as may be deemed by the State to support such invoice.

Upon receipt of a final bill, the Utility shall be reimbursed for such items of project work, expense and retainage within ninety (90) days after the resolution and issuance of any audit performed in accordance with Section IX.

SECTION VIII - RECORDS

The Utility accounts and the accounts and records of any contractor or subcontractor involved in carrying out the proposed work shall be kept in such manner that they may be readily audited and actual costs determined, and such accounts shall be available for audit by auditors of the State, the Federal Highway Administration, and/or the Local Public Agency for a period of not less than three (3) years from the date final payment has been received by the Utility In accordance with 23 CFR 645.117.

Upon completion of the Utility's work, the Indiana Department of Transportation's Division of Accounting and Control may audit the Utility's records to determine the cost of relocation. Such audit shall be in accordance with generally accepted auditing standards and the appropriate cost principles as set forth in 48 CFR Part 31.

If the audit resolution shows that the Utility has been overpaid, the Local Public Agency shall bill the Utility for such overpayment and provide supporting documentation. The Utility shall pay the Local Public Agency within thirty-five (35) days after receipt of such bill and the Local Public Agency shall remit the Federal share to the State.

SECTION IX - DISCRIMINATION

Pursuant to IC 22-9-1-10, the Utility, its Contractor and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract.

The Utility shall comply with the Regulations relative to Nondiscrimination in federally-assisted programs of the Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, incorporated by reference.

SECTION X - GENERAL LIABILITY PROVISIONS

The Utility for itself, its employees, agents and representatives, shall indemnify, protect and save harmless the Indiana Department of Transportation, the State of Indiana, and the Local Public Agency from and against any and all legal liabilities and other expenses, claims, costs, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property (hereafter "Claim"), arising out of intentional tortious acts or whether due in whole or in part to the negligent acts or omissions of the Utility, its employees or agents or contractors, in relation to or in connection with any work performed or to be performed pursuant to this agreement, provided however, that where said Department of Transportation and/or the Local Public Agency has been found liable by a court, tribunal or governing body entitled to make such a determination for intentional tortious acts and/or negligence with respect to the occurrence or occurrences giving rise to the Claim, the Utility shall have no duty to indemnify, protect, or save harmless either the Department of Transportation, the State, or the Local Public Agency.

SECTION XI - INCORPORATION OF THE UTILITY POLICY GUIDE

The Policy Guide forms an essential part of this agreement, and the terms or provisions of this agreement in no way abrogate or supersede the terms or provisions set forth in said Policy Guide.

SECTION XII - PENALTIES/INTEREST/ATTORNEY'S FEES

The Local Public Agency will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, and/or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1 at seq.

SECTION XIII - GOVERNING LAWS

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

SECTION XIV - BINDING UPON SUCCESSORS OR ASSIGNS

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

SECTION XV - NON-COLLUSION AFFIDAVIT

The Utility shall execute a Non-Collusion Affidavit, notarized with a seal, which is attached hereto and incorporated by reference. If the Utility is a governmental entity, the execution of a Non-Collusion affidavit shall not be required.

SECTION XVI - MAINTAINING A DRUG-FREE WORKPLACE

(A) The Utility and its subcontractors, if any, covenant and agree to make a good faith effort to provide and maintain during the term of this agreement a drug-free workplace, and that written notice will be given to the contracting Local Public Agency and the Indiana Department of Administration within ten (10) days after receiving actual notice that an employee of the Utility has been convicted of a criminal drug violation occurring in the Utility's workplace.

(B) In addition to the provisions of paragraph (A) above, if the total contract amount set forth in this agreement is in excess of \$25,000.00, the Utility and its subcontractors, If any, hereby further agree that this agreement is expressly subject to the terms, conditions and representations contained in the Drug-Free Workplace certification executed by the Utility in conjunction with this agreement and which is appended as an attachment hereto.

(C) It is further expressly agreed that the failure of the Utility and its subcontractors, if any, to in good faith comply with the terms of paragraph (A) above, or falsifying or otherwise violating the terms of the certification referenced in paragraph (B) above, shall constitute a material breach of this agreement, and shall entitle the State and the Local Public Agency to impose sanctions against the Utility and its subcontractors, if any, including, but not limited to, suspension of contract payments, termination of this agreement and/or debarment of the Utility and its subcontractors, if any, from doing business with the State and the Local Public Agency for up to three (3) years.

SECTION XVII – BUY AMERICA CERTIFICATION

The Utility agrees that all steel and cast iron materials and products to be used under this agreement will be produced and manufactured in the United States of America pursuant to the requirements of Indiana Code 5-16-8-1, et al. and 23 CFR 635.410.

The remainder of this page is intentionally left blank.

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

THE UTILITY:

Frontier North Inc.
(Utility Name)

Kelley Stewart
(Signature of Officer)

Kelley Stewart
(Officer's Name, Printed or Typed)

Director, Facilities and Real Estate
(Officer's Position)

ATTEST:

Lisa Evans
(Witness of Utility-Signature)

Lisa Evans
(Witness's Name, Printed or Typed)

ACKNOWLEDGEMENT

State of Texas

County of Collin

SS:

Before me, the undersigned Notary Public in and for said County and State, personally appeared Kelley Stewart, Director of Facilities and Real Estate
(Names and offices of signers of Utility)

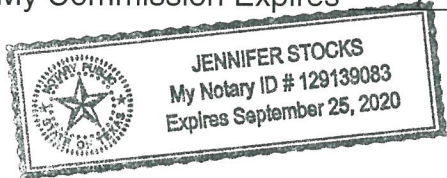
Frontier North Inc.

(Name of Utility)

and acknowledged the execution of the foregoing contract on this 2 day of February
2018.

Witness my hand and seal the said last day.

My Commission Expires 9/25/2020



(Seal)

Jennifer Stocks
(Signature)

Jennifer Stocks
(Printed or Typed) (Notary Public)

FOR:

(Name of Local Public Agency)

BY:

(Typed or Printed Name)

(Typed or Printed Name)

(Typed or Printed Name)

ATTEST:

(Typed or Printed Name)

ACKNOWLEDGEMENT

State of Indiana, County of _____, SS:

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

and acknowledged the execution of the foregoing contract on this ____ day of _____
20____.

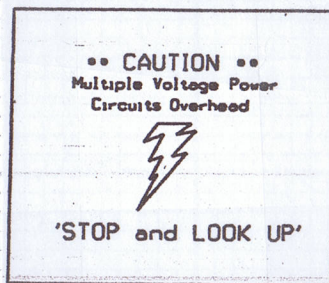
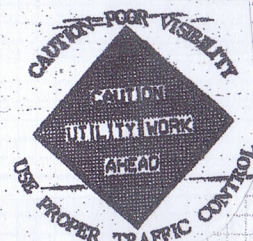
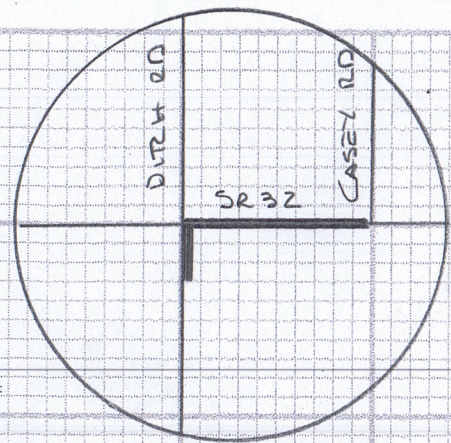
My Commission Expires _____

(Signature)

(seal)

(Printed or Typed) (Notary Public)

This document prepared by: _____



LOCATION MAP
HAMILTON CO. WASHINGTON TWP
FTR. ENCL. S. COSTLOW 317-984-9010

CONST NOTES

- ALL CABLES MUST BE 4' DEEP UNLESS NOTED.
- DURING CONSTRUCTION COORDINATE ACTIVITIES WITH BUTLE FARMAN & SEUFERT AT 317-713-4615

① = AE 200-24
NL2 2101-2200 +
NL2 2301-2325 +
DEAD 126-200

② = AE 75-22
DEAD 1-50 + NL2 2276-2300

③ = AEF 54-22
DEAD 1-54

④ = MC: 280462 (2007)
200'-2421.101
AKF 200-24
NL2 2101-2200 +
NL2 2301-2325 +
DEAD 126-200

⑤ = MC: 208275 (2008)
200'-2421.101
AE 75-22
DEAD 1-50 + NL2 2276-2300

⑥ = MC: 154254 (08)
200'-2421.101
AEF 54-22
DEAD 1-54

⑦ = AEF 25-24
NL2 1876-1877 + DEAD 3
NL2 1879-1885 + DEAD 206
NL2 1887 + DEAD 13 +
NL2 1889 + DEAD 15 +
NL2 1891 + DEAD 17 +
NL2 1893-1894 + DEAD 20
NL2 1896-1897 + DEAD 23
NL2 1899-1900

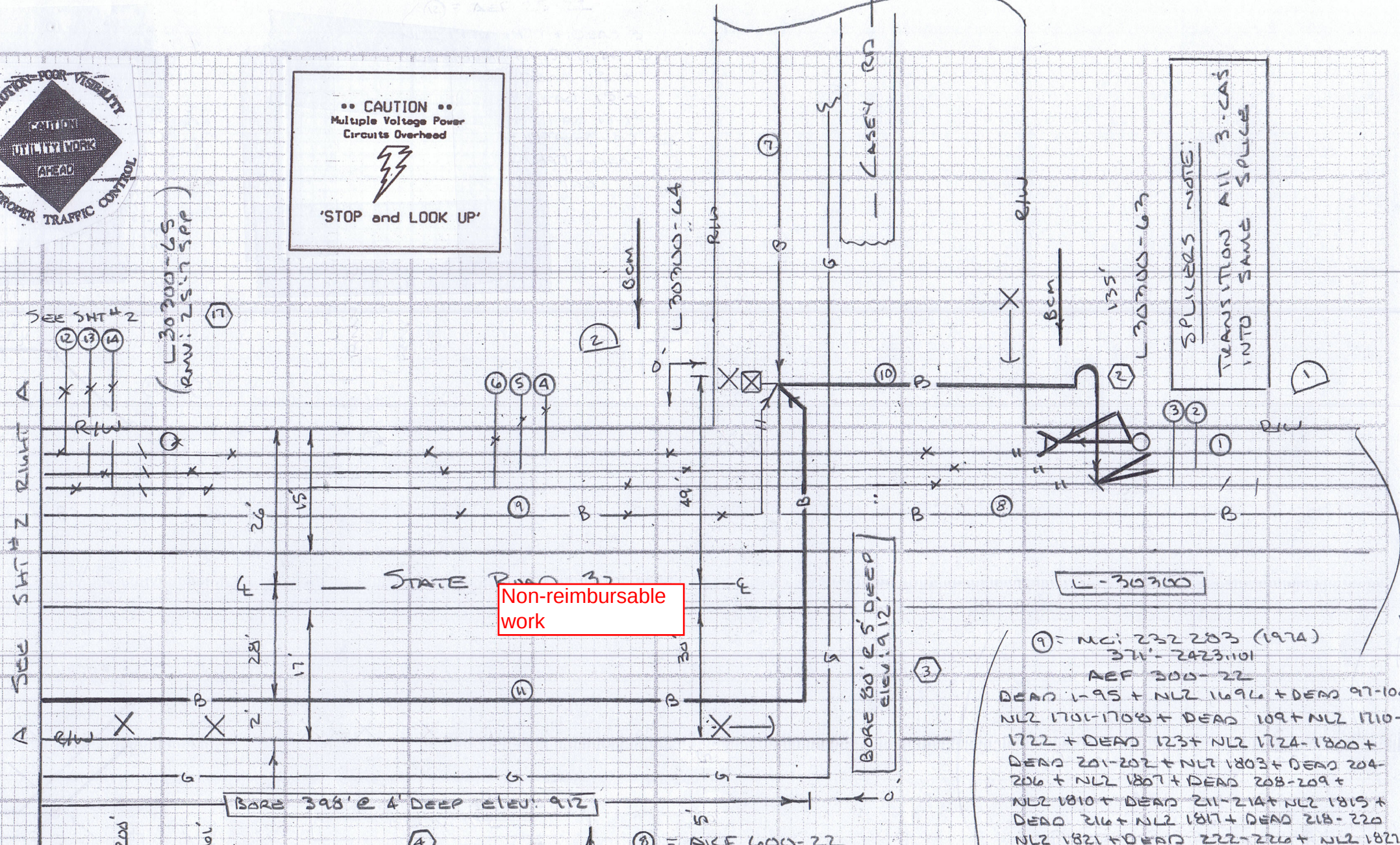
⑩ = MC: 280482
195'-2423.101
AKF 200-24
NL2 2101-2200 + NL2 2301-2325
DEAD 126-175 + NL2 2276-2300

⑪ = MC: 280484
645'-2423.101
AKF 400-24

NL2 2301-2325 + NL2 2276-2300 +
DEAD 51-95 + NL2 1696 + DEAD 97-100
NL2 1701-1708 + DEAD 109 + NL2 1710-1722
DEAD 123 + NL2 1724-1800 + DEAD 201-202
NL2 1803 + DEAD 204-206 + NL2 1807 +
DEAD 208-209 + NL2 1810 + DEAD 211-214 +
NL2 1815 + DEAD 216 + NL2 1817 + DEAD 218-220 +
NL2 1821 + DEAD 222-226 + NL2 1827-1885 +
DEAD 286 + NL2 1887-1891 +
DEAD 292 + NL2 1893-1899 + DEAD 300
NL2 2101-2200

⑧ = AKF 600-22
DEAD 1-50 + NL2 1688 +
DEAD 89-95 + NL2 1696
DEAD 97-100 + NL2 1701-1708
DEAD 109 + NL2 1710-1722 +
NL2 2373 + NL2 1724-1800 +
DEAD 201-202 + NL2 1803 +
DEAD 204-206 + NL2 1807 +
DEAD 208-209 + NL2 1810 +
DEAD 211-214 + NL2 1815 + DEAD 216
NL2 1817 + DEAD 218-220 + NL2 1821 +
DEAD 222-226 + NL2 1827-1885 + DEAD 286
NL2 1887-1900 + DEAD 301-304 +
DEAD 1065 + DEAD 306-600

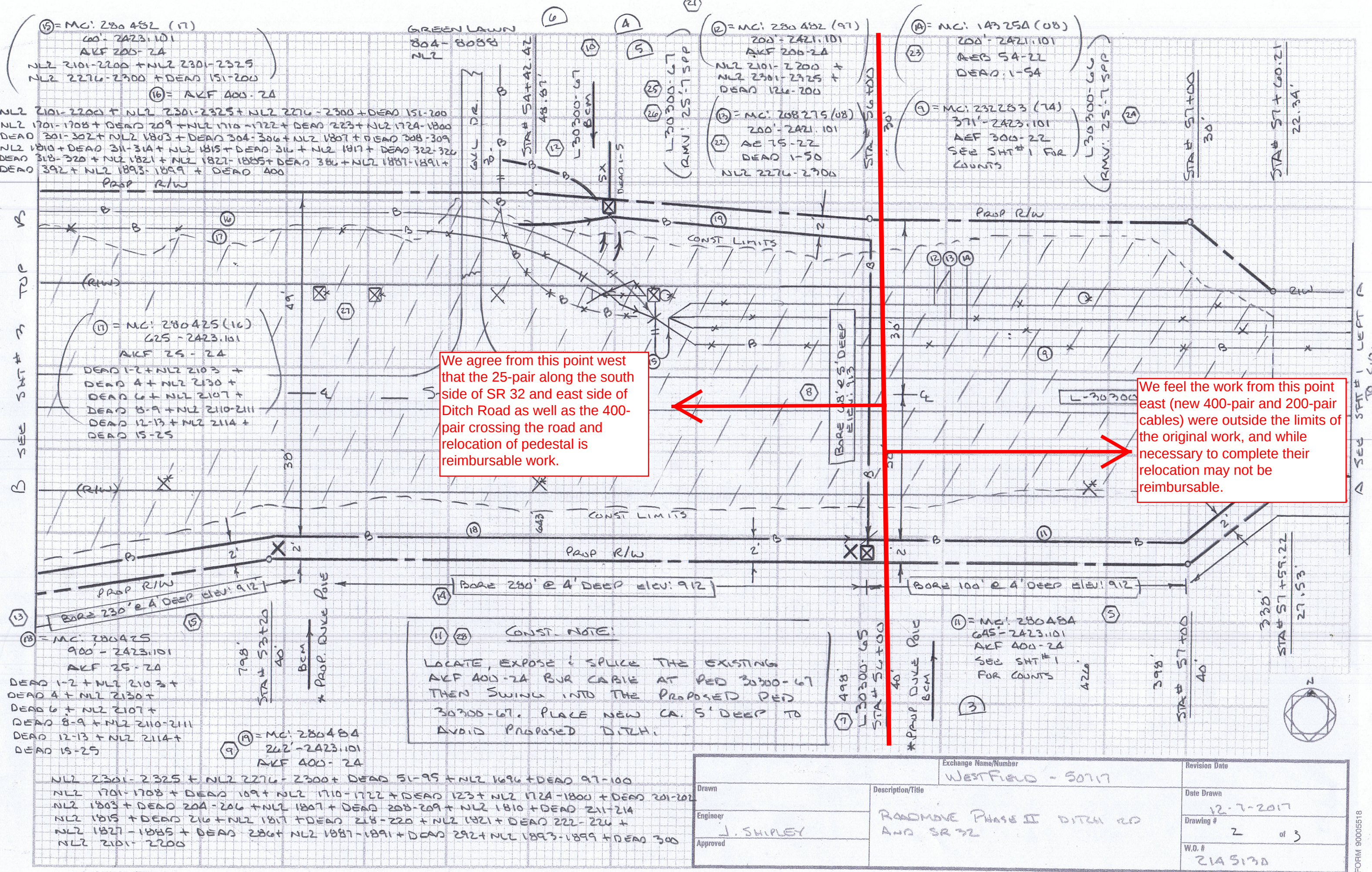
⑨ = MC: 232283 (1974)
371'-2423.101
AEF 300-22
DEAD 1-95 + NL2 1696 + DEAD 97-100
NL2 1701-1708 + DEAD 109 + NL2 1710-1722 +
DEAD 123 + NL2 1724-1800 +
DEAD 201-202 + NL2 1803 + DEAD 204-206 +
NL2 1807 + DEAD 208-209 +
NL2 1810 + DEAD 211-214 + NL2 1815 +
DEAD 216 + NL2 1817 + DEAD 218-220
NL2 1821 + DEAD 222-226 + NL2 1827-1885 +
DEAD 286 + NL2 1887-1891
DEAD 292 + NL2 1893-1899 +
DEAD 300



SPILLERS NOTE:
TRANSITION ALL 3-CAS
INTO SAME SPILLER



Exchange Name/Number Westfield - 50717		Revision Date
Drawn	Description/Title ROADWAY PHASE II DITCH RD AND SR 32	Date Drawn 12-7-2017
Engineer J. SHIPLEY		Drawing # 1 of 3
Approved		W.O. # 2145130



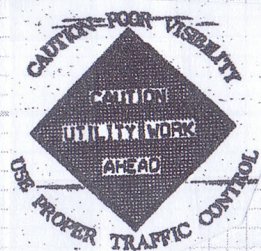
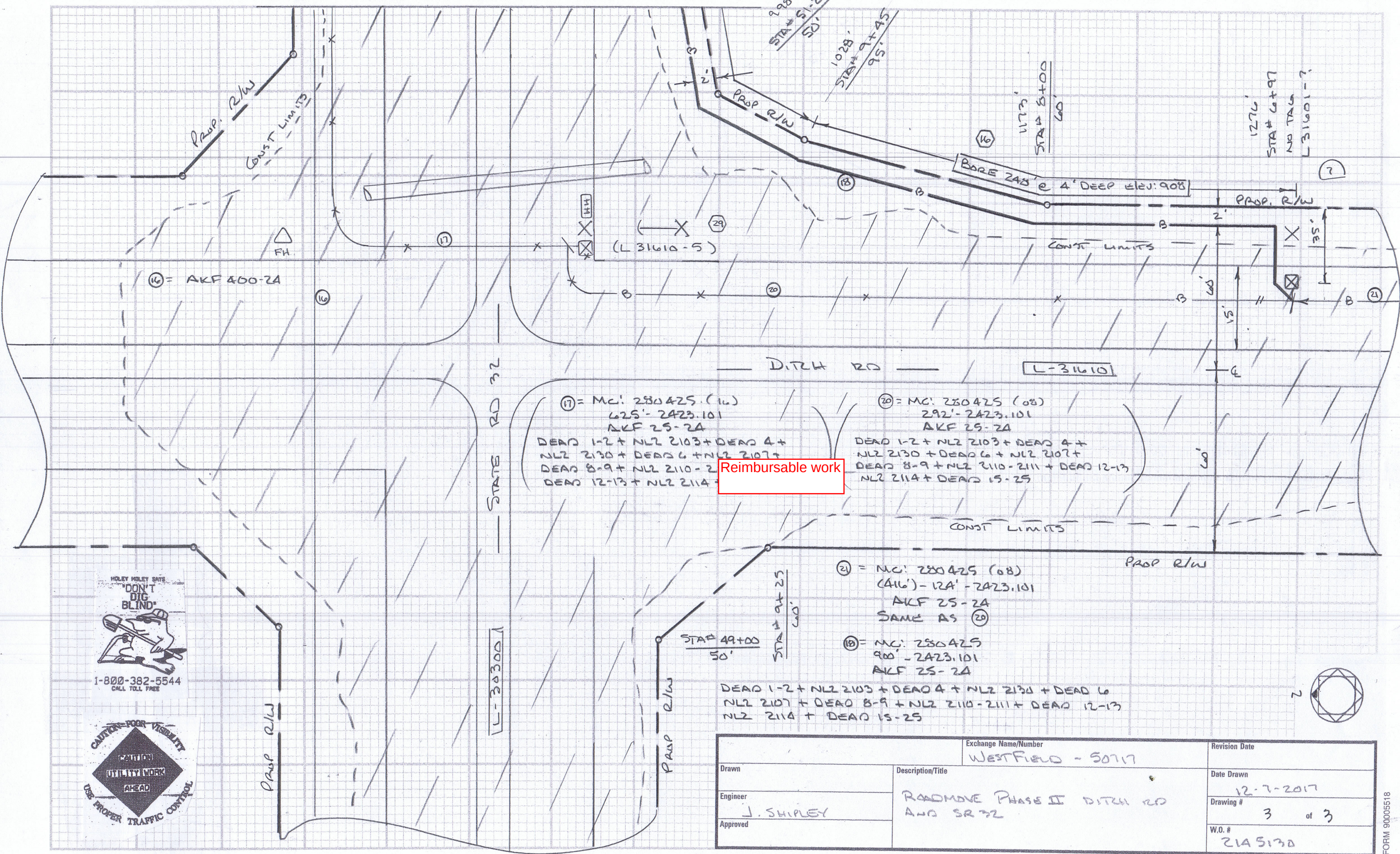
We agree from this point west that the 25-pair along the south side of SR 32 and east side of Ditch Road as well as the 400-pair crossing the road and relocation of pedestal is reimbursable work.

We feel the work from this point east (new 400-pair and 200-pair cables) were outside the limits of the original work, and while necessary to complete their relocation may not be reimbursable.

CONST. NOTE:
LOCATE, EXPOSE & SPLICE THE EXISTING AKF 400-24 BUR CABLE AT PED 30300-67 THEN SWING INTO THE PROPOSED PED 30300-67. PLACE NEW CA. 5' DEEP TO AVOID PROPOSED DITCH.

Exchange Name/Number Westfield - 5017		Revision Date
Drawn	Description/Title ROADWAY PHASE II DITCH RD AND SR 32	Date Drawn 12-7-2017
Engineer J. SHIPLEY		Drawing # 2 of 3
Approved		W.D.# 2145130

B SEE SHT # 2 LEFT P₃



Exchange Name/Number WESTFIELD - 5017		Revision Date
Drawn	Description/Title ROADMOVE PHASE II DITCH RD AND SR 32	Date Drawn 12-7-2017
Engineer J. SHIPLEY		Drawing # 3 of 3
Approved		W.O. # 2145130

ESTIMATE - PROJECT 2415130			LABOR LOADING:		80%	
DESCRIPTION	RATE	HOURS	SUBTOTAL	LOADINGS	TOTAL	
FTR PLACING - CAPITAL (281)	\$ 54.58	180	\$ 9,824.40	\$ 7,859.52	\$ 17,683.92	
FTR SPLICING - CAPITAL (281)	\$ 54.58	40	\$ 2,183.20	\$ 1,746.56	\$ 3,929.76	
FTR PLACING - COR (281)	\$ 54.58	8	\$ 436.64	\$ 349.31	\$ 785.95	
FTR SPLICING - COR (281)	\$ 54.58	8	\$ 436.64	\$ 349.31	\$ 785.95	
FTR PLACING - EXPENSE (281)	\$ 54.58	0	\$ -		\$ -	
FTR SPLICING - EXPENSE (281)	\$ 54.58	5.37	\$ 293.09		\$ 293.09	
SSP PLACING - CAPITAL (345)			\$ 13,211.50	\$ 10,569.20	\$ 23,780.70	
SSP SPLICING - CAPITAL (345)			\$ 2,567.50	\$ 2,054.00	\$ 4,621.50	
SSP PLACING - COR (345)			\$ 1,115.00	\$ 892.00	\$ 2,007.00	
SSP SPLICING - COR (345)			\$ 568.75	\$ 455.00	\$ 1,023.75	
SSP PLACING - EXPENSE (345)			\$ -		\$ -	
SSP SPLICING - EXPENSE (345)			\$ 116.35		\$ 116.35	
PLACING & SPLICING - CONTRACTOR BID (345)			\$ -	\$ -	\$ -	
ENGINEERING - FTR LABOR (280)	\$ 70.05	32	\$ 2,241.60	\$ 1,793.28	\$ 4,034.88	
ENGINEERING - CONTRACT LABOR (345)			\$ 6,024.00	\$ 4,819.20	\$ 8,000.00	
FTR PLACING & SPLICING (281)					\$ 23,478.68	
MATERIAL (502)			\$ 1,777.09	\$ 2,612.33	\$ 4,389.42	
MATERIAL - CONTRACTOR PROVIDED (423)			\$ -		\$ -	
MATRIX					\$ 7.00	
PERMIT FEES (424)			\$ -		\$ -	
OTHER			\$ -		\$ -	
ESTIMATE TOTAL					\$ 39,909.98	

UTILITY REIMBURSEMENT AGREEMENT
(Local Government – Easement To Easement/Road - Evergreen)
(City of Westfield – Westfield Ditch Turn Lanes)
(Revised 12/3/14)

THIS AGREEMENT, made and effective this 5th day of January, 2018, is by and between **Duke Energy Indiana, LLC.**, an Indiana electric public utility corporation (hereinafter referred to as "DEI"), and **City of Westfield**, in Indiana (hereinafter referred to as "the Local Government").

WITNESSETH:

WHEREAS, as an Indiana public utility, DEI has the right under Indiana law to construct, operate and maintain its utility facilities upon Indiana public road right of way including but not limited to, **Ditch Road** in **Westfield**, Indiana; and

WHEREAS, DEI has constructed and now operates and maintains certain electric line facilities near or adjoining **Ditch Road**, all of which are more particularly depicted or described on the attached Exhibit "A" (hereinafter referred to as "the Utility Facilities"); and

WHEREAS, the Local Government needs to make certain improvements to or within **Ditch Road**, and the Local Government and DEI have determined that the Utility Facilities will need to be relocated before this improvement can be made by the Local Government; and

WHEREAS, in addition to any part of the relocation area which is located on an existing easement area of DEI, the Local Government has acquired or will acquire at the expense of the Local Government, a relocation area which is located upon public road right of way, both of which relocation areas DEI has determined are suitable and are hereinafter referred to as "said relocation area"; and

WHEREAS, the Local Government has requested DEI to relocate the Utility Facilities to said relocation area, as depicted or described on Exhibit "A;" and

WHEREAS, DEI is willing to relocate the Utility Facilities to said relocation area; provided that the Local Government reimburses DEI for the costs incurred by DEI so to

do, and for any costs actually incurred by DEI in the future in the event the Utility Facilities need to be adjusted, removed, supported, altered, and/or relocated at any time or times (a) for another highway improvement project and/or (b) for any other project of the Local Government or other governmental entity; and

WHEREAS, the Local Government is willing to reimburse DEI for such present and future costs subject to the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual promises from, to and between DEI and the Local Government, hereinafter contained, DEI and the Local Government do hereby agree to and with each other, as follows:

SECTION I. DEI will relocate the Utility Facilities to said relocation area, as depicted or described on Exhibit "A" (hereinafter referred to as "the Work"). The preliminary estimated cost thereof is **\$324,740** as shown on the attached Exhibit "B".

SECTION II. The Local Government shall reimburse DEI for the actual costs incurred by DEI to perform the Work within forty five (45) days after receiving a written, itemized statement from DEI. Said statement shall include supporting documentation to substantiate the claim. Such supporting documentation shall include, but shall not be limited to, copies of material invoices, time sheets, vendor and/or contractor invoices and other such documents as may be deemed necessary by the Local Government to support such invoice. DEI shall have the right to submit such statements for progress payments as the Work proceeds.

SECTION III. DEI shall not start the Work until the following has occurred:

(a) written notice has been given to DEI by the Local Government that (i) the Work has been authorized and funds are available to reimburse DEI, and (ii) all necessary public road right of way has been acquired for the Work,

(b) the Local Government has denoted the public road right of way line in the area of the Work, by staked survey at not more than 100 foot intervals with station markings,

(c) the Local Government has trimmed/removed all vegetation away from the public road right of way in the area of the Work, as reasonably determined by DEI, and

(d) the Local Government and DEI have executed this Agreement.

SECTION IV. The Local Government shall also reimburse DEI for any costs actually incurred by DEI in the future in the event the Utility Facilities need to be adjusted, removed, supported, altered, and/or relocated at any time or times (a) for another Local Government highway improvement project and/or (b) for any other project of the Local Government or other governmental entity.

SECTION V. DEI shall not discriminate against any employee or applicant for employment, in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

SECTION VI. DEI shall indemnify and hold harmless the Local Government from and against any and all legal liabilities and other expenses, claims, costs, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property arising out of the Work (hereafter "Claim"); provided, however, that where the Local Government is negligent or engages in intentional misconduct with respect to the occurrence or occurrences giving rise to the Claim, DEI shall have no duty to indemnify and hold harmless the Local Government.

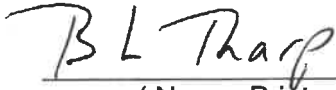
(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by through their duly authorized representatives, effective the date first above written.

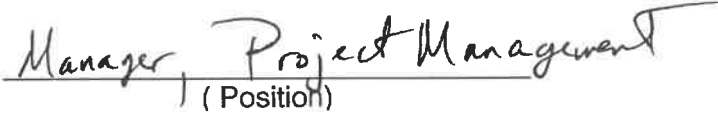
DUKE ENERGY INDIANA, LLC



(Signature)



(Name, Printed or Typed)



(Position)

Local Government

By: _____

Printed Name: _____

Printed Title: _____

Dated: _____

By: _____

Printed Name: _____

Printed Title: _____

Dated: _____

By: _____

Printed Name: _____

Printed Title: _____

Dated: _____

Attest:

-Treasurer

Project

WO: INRELT80
WO: Replace 3 Transmission Line poles and 1 guy-stub pole
CUE: Class 4 CU Estimate

Contractor	TBD
Company	TBD
Total Hours	TBD

Direct Costs		Name
	Company Labor	Address 1
	Material	Address 2 City, State, Zip
		Basis of Charge

Overheads

[illegible]

Direct Costs	Company Labor	*If Total Project Cost is over \$50k (including Install, Retirement, O&M, and Pre-Cap) it requires a Specific WO
Salvage Credit		*Labor % is the percentage of estimated labor cost in relation to the total estimated labor costs of the project, calculated using estimated labor hours and rates without loads.

Sub Total Retirement Cost:

O&M _____

Total Cost: _____

Completion Report/Construction:	Approval Authorization:	Date	Approval Authorization:	Date
Date Work Started: _____	Prepared By: _____	_____	_____	_____
Completion Date: _____	C&M: _____	_____	_____	_____
Completed By: _____				



21 February 2018

Mr. Phil Sundling
City of Westfield
Department of Public Works
2706 E. 171st Street
Westfield, Indiana 46074

**RE: Engineering Design and Consulting Services
Westfield Park Road Bridge at Grassy Branch Bridge Replacement**

Dear Mr. Sundling:

Williams Creek Consulting, a V3 company (WCC) appreciates the opportunity to provide this SCOPE OF SERVICES to the City of Westfield (CLIENT) for Civil Engineering Consulting Services for the Westfield Park Road Culvert Replacement (PROJECT) located in Westfield, Indiana.

PROJECT GOALS AND UNDERSTANDING

Westfield Park Road is currently showing signs of road failure potentially due to erosion from an improper end section treatment on both the upstream and downstream end of the culvert which conveys Grassy Branch Creek (Anna Kendall Regulated Drain). The CLIENT is planning to repair this failure by replacing the existing twin culverts with a 3 sided precast bridge structure with proper slopes and transitions to develop a safe roadside conditions on both sides of the crossing.

WCC has prepared this SCOPE OF SERVICES to assist the CLIENT by developing the necessary construction documents to a level adequate for public bidding and construction.

BASIC SCOPE OF SERVICES

PHASE 1: Survey Services

Task 1: Topographic Survey

The design team will complete a detailed topographic survey for the SITE. This will include collection of the storm sewer network in the area to assure all upstream storm sewer piping is incorporated properly into the extended culvert. This survey will be completed at a level of detail necessary to develop construction plans and modeling for the proposed trail and crossing improvements.

PHASE 2: Geotechnical Analysis

WCC will work directly with a geotechnical engineer to complete a SITE geotechnical analysis to inform the structural and foundation design. This scope includes up to two (2) soil borings taken in the immediate vicinity of the existing structure.

PHASE 2 Deliverable Materials

1. One (1) electronic geotechnical report in Adobe® PDF format

PHASE 3: Hydraulic Analysis

PHASE 3 includes completing an existing and proposed hydrologic and hydraulic assessment for crossing. This information will be completed to a level consistent with the requirements for submission to the Indiana Department of Natural Resources and Hamilton County. The purpose of



this task is to generate updated modeling data and assure that the new / extended crossings do not adversely affect the 100 year floodplain elevations of the impacted drainage ways.

PHASE 4: Natural Resource Permitting Services

Task 1: Natural Resource Assessment

WCC will complete a Natural Resource Assessment of the SITE using the current practices acceptable by the U.S. Army Corps of Engineers (USACE) and based upon the 1987 Wetland Delineation Manual and Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region in order to provide the CLIENT with a comprehensive, professional report.

Desktop Review

WCC will gather and review all pertinent information for the project collected from the CLIENT and any stakeholders. Prior to performance of a SITE visit, WCC will conduct a detailed desktop assessment to review necessary and readily available information:

- Endangered, Threatened, or Rare (ETR) Species investigation including a search of U.S. Fish and Wildlife Service records and the Indiana Department of Natural Resources (IDNR) Natural Heritage Database for ETR species documented within one half mile of the SITE.
- Significant Natural Resource Surface Features such as the National Wetlands Inventory, USGS topographic survey, NRCS Soil Survey data, FEMA Flood Insurance Rate Map, and aerial photographs.

Field Reconnaissance

WCC will visit the SITE and perform a wetland delineation and other jurisdictional “waters” assessment of the SITE. If any wetland(s) are found to be present during the SITE visit, WCC will delineate the boundaries with flagging and survey the wetlands in the field using GPS equipment. A map of the delineated wetlands or identified “waters” will be generated in a digital format and incorporated into the final assessment report.

**Please note: The fee does not include any necessary field visits with regulatory staff, and would be billed at WCC’s Standard Hourly Rates.*

***Please note: If accurate boundaries are unable to be determined utilizing the GPS equipment for the creation of a digital wetland delineate map, WCC will issue a CHANGE ORDER to CLIENT to authorize a surveyor to complete the boundary survey using traditional survey methods.*

****Please note: WCC assumes ground cover obstructing visual SITE inspection (i.e. corn, snow) will not affect the field reconnaissance. If the presence of obstructive ground cover results in necessity to conduct additional verification, WCC will issue a CHANGE ORDER for additional fieldwork.*

Report Preparation

A comprehensive and professional report will be generated to provide detailed information for a professional summary of the following items:

- Information regarding listed ETR species in the project area
- Wetland delineation
- Maps (USGS topographic, FIRM, USDA Soil Survey, NWI, aerial photography & delineated wetlands)
- Photo representation



Task 1 Deliverable Materials

2 Bound Copies of Final Assessment Report

1 Electronic Adobe® Report File

Task 2: Natural Resource Permitting

WCC will assist the CLIENT in submitting a RGP to the USACE and a RGPN to the Indiana Department of Environmental Management (IDEM) for unavoidable impacts from the proposed SITE development activities. WCC will prepare and submit the application materials to the USACE and IDEM using the construction plans provided by the CLIENT. WCC anticipates that mitigation will not be required. WCC will provide follow-up correspondence with the CLIENT, IDEM and USACE.

**Please note: WCC assumes that the USACE and IDEM will allow impacts to the jurisdictional waterways under the Regional General Permit Notification program. If the USACE and/or IDEM determine the impacts cannot be permitted under the Regional General Permit and will require an Individual Permit, WCC will submit a separate SCOPE OF SERVICES to complete the Individual Permit obtainment.*

Task 3: Hamilton County Drainage Board Permit

WCC will combine the proposed channel, crossing and road plans into a single package to submit to the Hamilton County Drainage Board for permits.

Task 4: Indiana Department of Natural Resources Construction in a Floodway Permit

Grassy Branch has a contributing watershed exceeding 1 square mile and will therefore require a construction in a floodway permit. WCC will submit the necessary plans, modeling and support information necessary to obtain a construction in a floodway permit through the IDNR.

PHASE 5: Design Services

PHASE 5 includes all of the design services necessary to develop a detailed design, construction plans, and specifications for the culvert replacement, road reconstruction and restoration and replacement of the necessary adjacent infrastructure. More specifically this PHASE includes the following design items.

- Roadway and approach design
- Culvert design
- Drainage design including upstream drainage system connections to the west
- Guardrail design
- Moment Slab Design and Analysis
- Construction documents
 - Cover Sheet
 - General Notes
 - Typical Section
 - Alignment, Ties, and Benchmark
 - Maintenance of Traffic / Detour Plan
 - Existing Conditions / Demolition Plan
 - Plan and Profile Sheet
 - Structural Plans (assume that 3 sided structural designed and certification to be completed by manufacturer)
 - Striping and Signage Plan



- Guardrail Design Plan
 - Stormwater Pollution Prevention Plan
 - Specifications and Details
- Organize, schedule, and attend PFC after preliminary plans approved by CLIENT
- Prepare unique special provisions to be included in the “contract and specifications book” (to be prepared by the CLIENT)
- Utility coordination per 105 IAC 13
- Develop engineer’s estimate

PHASE 6: Construction Services

While CLIENT will take the lead during construction by leading the bidding and contracting phase and completing construction inspection services, WCC and the design team propose to assist the CLIENT and contractor by performing the following construction PHASE services.

- Shop Drawing Review
- Requests for Information
- Develop as-builts per Hamilton County Surveyor’s Office and City of Westfield standards

COMPENSATION

PHASE	BASIC SERVICES	EST Fee	Fee Type
1	Survey Services	\$3,800.00	Lump Sum
2	Geotechnical Analysis	\$5,000.00	Lump Sum
3	Hydraulic Analysis	\$4,200.00	Lump Sum
4	Natural Resource and Permitting Services	\$12,100.00	Lump Sum
5	Design Services	\$22,600.00	Lump Sum
6	Construction Services	\$7,300.00	Lump Sum

WCC appreciates the opportunity to be of continued service to the City of Westfield. If you have any questions or comments concerning the SCOPE OF SERVICES, please contact me at your earliest convenience. If the terms are acceptable, please provide written authorization to proceed.

Best regards,

James O. Rinehart IV, P.E.
Design Group Leader

SERVICES AGREEMENT

THIS AGREEMENT for professional services is entered into between the following parties effective 21 February 2018:

CONSULTANT:

Williams Creek Consulting, a V3 Company
619 North Pennsylvania Street
Indianapolis, Indiana 46204
317/423.0690 phone
317/423.0696 fax

CLIENT:

City of Westfield
Department of Public Works
2706 E. 171st Street
Westfield, Indiana 46074
317/517.1945 phone

The parties agree to the following: **Scope of Services** Client has engaged Consultant to provide professional consulting services in Hamilton County, Indiana per attached SCOPE OF SERVICES.

PHASE	BASIC SERVICES	EST Fee	Fee Type
1	Survey Services	\$3,800.00	Lump Sum
2	Geotechnical Analysis	\$5,000.00	Lump Sum
3	Hydraulic Analysis	\$4,200.00	Lump Sum
4	Natural Resource and Permitting Services	\$12,100.00	Lump Sum
5	Design Services	\$22,600.00	Lump Sum
6	Construction Services	\$7,300.00	Lump Sum

**Please note: Information contained within electronic files shall be superseded by information provided to Client in hard copy or original printed form. Any electronic files requested or provided to Client shall be considered an instrument of service and shall not be considered a product.*

***Please note: If CLIENT requests a change in scope, WCC will issue a Change Order for those additional services within 15 days of the requested change. For tasks requiring completion within this 15-day timeframe, WCC may proceed on written or verbal authorization from CLIENT, and CLIENT agrees to pay for requested services at standard hourly and overtime time and material rates, where applicable. A change in scope is defined as a CLIENT directed alteration that requires a modification in the project cost or schedule. Common types of scope changes include, but are not limited to, (1) engineering change, (2) quantity change, (3) support change, and (4) schedule change. For items and tasks within this scope, overtime charges made necessary by CLIENT request will be in addition to any fixed fee amounts agreed upon as part of this Services Agreement.*

Client's signature on this Contract shall constitute an Authorization to Proceed and an agreement to all the terms and conditions within this agreement. Client also may furnish Consultant with a purchase order, work order, or other official authorization, depending upon Client's internal requirements.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the date first written above.

CLIENT

SIGNED: _____

PRINTED: _____

DATE: _____

P.O.# (if required): _____

**CONSULTANT
PRINCIPAL**

SIGNED: _____

PRINTED: _____

DATE: _____



Neil B. Myers

2/21/18

**PROJECT
LEAD**

SIGNED: _____

PRINTED: _____

DATE: _____



James O. Rinehart IV

2/21/18

Standard Terms and Conditions

1. **Additional Services.** Should Client request further services, billing will be at our standard hourly rates plus reimbursable items beyond estimated fee. If given prior written notice, Consultant will estimate fee for additional services.
2. **Type of Contract and Price.** Consultant will notify Client if total costs are expected to exceed the estimated fee. Consultant shall provide Client an explanation in sufficient detail for Client to evaluate and determine a course of action. Unless Client otherwise directs Consultant in writing within five (5) calendar days of being so notified, Client shall be deemed to have agreed to such price increase.
3. **Period of Performance.** Consultant shall substantially complete work by the agreed-upon date, except that the time of completion is contingent upon weather, strikes, accidents, and performance of subcontractors, availability of materials, and other delays beyond Consultant's reasonable control.
4. **General Conditions.**
 - a. **Billing and Payment.** Client will pay Consultant for professional and related services rendered under this Contract using rates, charges and reimbursement terms set forth in the Fee Schedule (Exhibit A). Routine invoices will be submitted by Consultant on a monthly basis and be due and payable within thirty (30) calendar days of invoice date. Invoices shall identify costs in sufficient detail for Client to understand the type of work performed and costs being billed. If Client objects to any portion of an invoice, Client shall notify Consultant within fourteen (14) calendar days from the date of invoice, identify the cause of the objection, and pay when due the undisputed portion of the invoice. Client shall pay an additional charge of one-and-one-half (1½) % of invoiced amount per month for any payment received by Consultant more than thirty (30) calendar days from invoice date, excepting any disputed portion of the invoiced amount. Payment thereafter shall be applied first to accrued interest and then to unpaid principal amount. Payment of invoices is in no case subject to unilateral discounting or set-offs by Client. Client agrees to reimburse Consultant for all costs of collection, including reasonable attorneys' fees.
 - b. **Changes.** Client has relied on Consultant's professional judgment for the Project SOW and estimating costs for services performed under this Contract. Client also shall rely on Consultant's professional judgment in evaluating the continued adequacy of the SOW in light of occurrences or discoveries not originally contemplated by or known to Consultant. Should Consultant call for renegotiation, Consultant shall identify changed conditions that make such renegotiation necessary, and Consultant and Client shall promptly and in good faith enter into the renegotiation process. If agreement cannot be reached, Client or Consultant may terminate the Contract without penalty, as set forth in the paragraph herein entitled, "Termination."
 - c. **Confidentiality.** Consultant agrees to keep confidential and not disclose to any person or entity (other than Consultant's employees and subcontractors), without Client's prior consent, all data and information not previously known to or generated by Consultant, or information furnished to Consultant and marked "Confidential" by Client, excepting information that is in the public domain, was previously known to Consultant, or was acquired independently by Consultant from third parties under no obligation to Client to keep confidential said data and information. Provisions shall not apply to information in whatever form that enters public domain through no fault of Consultant, nor shall they be interpreted in any way to restrict Consultant from complying with a legally enforceable order to provide information or data. Client agrees Consultant may use and publish Client's name and general project description for purposes of describing Consultant's experience and qualifications to others. Consultant's plan, technical and pricing information furnished to Client and any proposal pursuant to this Contract is confidential and proprietary. Client shall not release such information to any third party without Consultant's express written consent.
 - d. **Diminution of Value.** Consultant's opinion of certain conditions evaluated as part of the services furnished hereunder may result in diminution of the value of subject property and/or one in close proximity thereto. To establish an atmosphere in which Consultant feels free to report opinions, recommendations for remedial measures, etc., without fear of reprisal, Client shall, to fullest extent permitted by law, waive any claim against Consultant and indemnify, defend and hold Consultant harmless from any claim or liability for injury or loss arising from the theory that Consultant's findings, conclusions, opinions, recommendations, plans or specifications diminished the value of a property. Client agrees to compensate Consultant for any time spent or expenses incurred in defense of any such claim including reasonable attorneys' fees.
 - e. **Dispute Resolution.** Claims, disputes, or controversies arising from, or related to, this Contract or provision of the services indicated will be resolved through negotiation. If this fails, parties agree to submit the dispute to mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration, litigation, or other dispute resolution procedure. Should litigation be required, the non-prevailing party shall reimburse the prevailing party for documented legal costs, in addition to any judgment rendered.
 - f. **Employment of Personnel.** If Client hires one of Consultant's employees during Consultant's performance of the services indicated in this Contract, or within six months after the completion of such services, Client shall pay to Consultant a sum equal to fifty percent (50%) of the annual salary paid to employee by Client during the last twelve (12) months of employee's employment, to compensate Consultant for lost benefits.
 - g. **Entire Agreement.** This Contract, as well as all exhibits, appendices, and attachments incorporated by reference, constitute the entire Contract between Client and Consultant, superseding all prior understandings and negotiations. This Contract may be amended, supplemented, modified or canceled only by written instrument executed by both parties.
 - h. **Governing Law.** State of Indiana substantive law is assumed and will govern the validity of this Contract, interpretation, performance, and remedies for contract breach or other Contract related claims.
 - i. **Independent Consultant Status.** Except as may be otherwise noted herein, Consultant shall serve as Client's independent consultant and provide those services in SOW. Subcontractors may be retained for services customarily performed by subcontractors. Should Consultant determine it necessary to rely on subcontractor when not customary to do so, Consultant shall obtain prior written approval or confirmation from Client.
 - j. **Insurance.** Consultant shall maintain workers' compensation and employer's liability insurance as required by state law, comprehensive general, automotive, and professional liability and contractors' pollution liability insurance each with a combined single limit of \$2,000,000 per claim/aggregate limit of \$2,000,000. Consultant shall furnish evidence of such coverage to Client, and shall promptly notify Client of any impending change in coverage. Consultant shall comply with Client's reasonable requests for special endorsements, additional limits, and additional coverage's, etc., provided these are available to Consultant and Client remunerates Consultant for the cost thereof. All work performed by sub-contractors is subject to its liability and will not be covered under Consultants insurance coverage.
 - k. **Limitation of Liability.** Consultant's total aggregate liability to Client for services rendered under this Contract is limited to the proceeds of its insurance for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fee and expert witness' fees) arising from this Contract from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors/omissions, strict or statutory liability, breach of contract or warranty, negligent misrepresentation, or other acts giving rise to liability based upon contract, tort or statute. Consultant shall not be liable to Client for consequential damages incurred by Client due to Consultant's fault regardless of the nature of the fault- whether it was committed by its employees, agents or subcontractors- or whether such liability arises in breach of contract or warranty, tort (including negligence), statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profits. Client agrees that any claim for damages filed against Consultant by Client or by any contractor or subcontractor hired directly or indirectly by Client, will be filed solely against Consultant or its successors or assigns, and that no individual shall be held personally liable for damages, in whole or in part.
 - l. **Location of Work and Right of Entry:** Services will be performed at location specified in SOW. Client shall arrange for Consultant to enter property owned by Client and/or others for Consultant to complete Project.
 - m. **Ownership and Use of Documents.** All documents produced during the project by Consultant under this Contract, including all copyrights, (Works) are and shall remain sole and exclusive property of Consultant. Consultant shall be free to use and modify such Works. Client shall be permitted to use and reproduce the Works during and following the term of this Contract.
 - n. **Standard of Care.** Consultant will perform services in a manner consistent with level of care and skill ordinarily exercised by other members of Consultant's profession currently practicing in the same locality under similar conditions. **No other representation, express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinion, document, or other instrument of service.** Client and Client's personnel and contractors shall promptly notify Consultant in writing of any actual or suspected defects in Consultant's services to help Consultant take prompt, effective measures that, in Consultant's opinion, will correct such defects and/or help minimize the consequences of any such defect.
 - o. **Termination.** Client or Consultant may terminate the Contract as provided below. Party initiating termination shall notify the other party, and termination shall be effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party effects termination or the cause thereof, Client shall, within thirty (30) calendar days of termination, pay Consultant's fees for services rendered and costs incurred; in accordance with the Fee Schedule. These fees and costs shall include those outstanding at the time of termination, as well as those reasonably stemming from termination and post-termination activities including, but not limited to, demobilization, schedule modification, personnel reassignment, equipment decontamination and/or disposal, and disposal and replacement of contaminated consumables.
5. **Survival.** Obligations arising before the expiration or termination of this Contract and all provisions of this Contract, allocating responsibility or liability between Client and Consultant, shall survive the completion of services described herein and termination of this Contract.
7. **Exhibits.** The following exhibits are incorporated herein.

Description	Hourly Rate
Principal/Director	200.00
Senior Project Manager	190.00
Resident Engineer II	150.00
Senior Ecologist	150.00
Project Manager	145.00
Resident Engineer I	135.00
Senior Project Engineer	135.00
Project Engineer	120.00
Project Scientist/Project Designer	110.00
Project Surveyor III	110.00
Senior Technician	110.00
Engineer/Scientist/Designer III	100.00
Project Surveyor I/II	100.00
Technician III	95.00
Engineer/Scientist/Designer I/II	85.00
Field Ecologist	80.00
Technician I/II	75.00
Administration	60.00
Survey Crew*	176.00
*Time is charged portal to portal	
Professional Expenses	
Mileage	\$ 0.75 per mile
Reimbursable Items	1.15 times direct cost or per quote
Materials	1.15 times direct cost or per quote
Equipment Rental	1.15 times direct cost or per quote

**Please note: These rates are for the 2018 calendar year and are subject to change.*

LPA - CONSULTING CONTRACT

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

Des. No.: 1501079

Project Description: East Street Extension from 196th Street to SR 38

RECITALS

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

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

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

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

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

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

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

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

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be 7/31/2022. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$634,845.

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

SECTION VI GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

7. **Compliance with Laws.**

- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.

- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:

- i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

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

9. Confidentiality of LPA Information.

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

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

11. DBE Requirements.

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

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

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

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

12. Non-Discrimination.

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

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

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

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

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

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

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

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

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

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

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

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

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

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

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
 - A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
 - B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
 - C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

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

II. Commercial General Liability Insurance

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

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

III. Automobile Liability

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

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

IV. Watercraft Liability (When Applicable)

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

V. Aircraft Liability (When Applicable)

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

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

Notices to the LPA shall be sent to:

Phil Sundling, City Engineer
2706 East 171st Street
Westfield, Indiana 46074

Notices to the CONSULTANT shall be sent to:

Willis R. Conner, President
American Structurepoint, Inc.
7260 Shadeland Station
Indianapolis, Indiana 46256

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

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

28. Pollution Control Requirements. If this Contract is for \$100,000 or more, the CONSULTANT:

- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
- ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
- iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.

29. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

30. Status of Claims. The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:

Phil Sundling, City Engineer
2706 East 171st Street
Westfield, Indiana 46074

31. Sub-consultant Acknowledgement. The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.

32. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.

33. Taxes. The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.

34. Termination for Convenience.

- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
- B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make

such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 3. Make progress so as to endanger performance of this Contract; or
 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
 - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

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

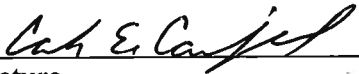
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Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

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

CONSULTANT
American Structurepoint, Inc.



Signature

Cash E. Canfield, Executive Vice President

(Print or type name and title)

LOCAL PUBLIC AGENCY
City of Westfield, Indiana

Signature

(Print or type name and title)

Signature

(Print or type name and title)

Signature

(Print or type name and title)

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

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

The CONSULTANT shall be responsible for performing the following activities:

A. General

1. The CONSULTANT shall provide engineering and prepare road design plans, opinions of probable construction cost, and other submittal documents following the *INDOT LPA Process Guidance Document for Local Federal Aid Projects* dated August 2013 and revisions thereto, for new road construction of East Street from 196th Street to SR 38, City of Westfield, Hamilton County, Indiana. East Street road construction includes 1.37 miles of 2 lane section, with depressed grass median, including curb and gutter, storm sewer installation, bicycle lane, shared use path on one side, all in accordance with the Westfield Complete Street Standards. The roadway will be constructed as above, and designed to accommodate a future added travel lane in each direction to the inside with a raised median. S-Line work will include realignment of Grassy Branch Road into proposed East Street and abandon current connection with SR 38. Multiple commercial driveway cuts are to be included and final locations coordinated throughout design.

B. Project Coordination

1. The CONSULTANT shall attend regularly scheduled meetings with Owner to coordinate CONSULTANT'S design elements with OWNER-provided project elements. The CONSULTANT shall provide technical guidance on road design elements such as the horizontal alignment, right-of-way width, and typical sections requested by the OWNER for their use to complete and provide a survey and an approved environmental document.

C. Road Design and Plan Development

1. The CONSULTANT shall prepare Stage 1, Preliminary Field Check, Preliminary Right of Way, Stage 3, and Final Tracings plans, special provisions for the specifications, and opinion of probable construction cost, which will be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: American Association of State Highway and Transportation Officials (AASHTO) *A Policy on Geometric Design of Highways and Streets* and INDOT's standard specifications, road memoranda, and design manuals, except as modified by supplemental specifications and special provisions, if any.
 - a. The road design limits and project design scope are generally described in Item A.
2. The CONSULTANT will schedule and host an on-site preliminary field check meeting and prepare and distribute field check meeting minutes at the appropriate time (40 percent complete plans) during the design phase.
3. The opinion of probable cost will be prepared according to the current practices for INDOT and will include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of

work for which the LPA, through its own forces or through other party or parties, will prepare detail plans. The unit prices to be used shall be in accordance with the methods used by INDOT.

D. Traffic Design Services

1. Traffic Data Collection

- a. CONSULTANT will collect twelve (12) hour turning movement counts at each of the study intersections noted below:
 - 1) SR-38 and E 33rd Street
 - 2) SR 38 and Grassy Branch Road
- b. CONSULTANT will collect AM and PM peak hour turning movement counts at each of the study intersections noted below:
 - 1) E 203rd Street and Grassy Branch Road
 - 2) East Street & E 196th Street

2. Traffic Analysis

- a. CONSULTANT will use a historic traffic count or MPO traffic model to determine and document an appropriate background traffic growth rate.
- b. CONSULTANT will review the provided traffic analysis previously performed for the Aurora PUD, and incorporate as appropriate, into the analysis models.
- c. CONSULTANT will include the following study scenarios: opening day with proposed three-lane configuration, and design year with proposed three-lane configuration.
- d. CONSULTANT will prepare a traffic forecast for the AM and PM peak hours at each of the study intersections in the opening year as well as the design year.
- e. CONSULTANT will perform intersection traffic operations analysis at three study intersections (SR-38 and East Street, 196th and East Street, and one additional intersection internal to the proposed development) using SYNCHRO software. Two analyses will be performed for each of the study scenarios, including the AM and PM peak hours. CONSULTANT will recommend lane configurations at the study intersections and on the roadway segments between study intersections using a phased analysis for both the opening year and design year geometries.
- f. CONSULTANT will analyze the need for turn lanes on SR 38 and assist with INDOT permitting if they are deemed necessary.

3. Traffic Signal Warrant Analysis

- a. Complete a traffic signal warrant analysis for the proposed intersection of East Street and SR-38 using the Traffic Signal Warrants in the current edition of the Manual on Uniform Traffic Control Devices (MUTCD).

4. Traffic Signal Design

CONSULTANT will provide a design for a new traffic signal at the proposed intersection of SR-38 and East Street, should it be verified and determined that a traffic signal is warranted.

- a. Provide coordination with the appropriate utilities and check for utility conflicts during the design process
- b. Conduct a field check meeting
- c. Prepare construction design plans, construction contract special provision and specification documents
- d. Prepare estimate of quantities and opinion of probable construction cost
- e. Submit the traffic signal design plan and specifications for review and approval
- f. Plan and attend coordination meetings (assumed two (2) meetings)

E. Utility Coordination

The CONSULTANT shall provide coordination necessary to prepare application documents and process utility relocation coordination to secure appropriate certifications and approvals necessary for construction of this project, including:

1. Coordinating with utilities and supplying necessary plans and design information for coordination of utility relocations in accordance with 105 IAC 13.

F. Stakeholder Coordination

The CONSULTANT shall, as needed, make arrangements for and attend meetings in cooperation with the LPA, local officials, INDOT officials, planning agencies or commissions, and civic organizations for appropriate project coordination with the local stakeholders and the community. The CONSULTANT will prepare meeting minutes and letter responses to questions as needed. The following meetings are included in this scope.

1. One scope meeting with LPA
2. One additional meeting with the LPA
3. Four meetings with potential developers
4. One preconstruction meeting

G. Hydraulic Analysis

1. The CONSULTANT shall perform hydraulic analysis to properly size culvert which will be proposed within the project limits. This includes watershed delineation, time of concentration calculations, and HY-8 sizing procedures. A hydraulic analysis report will be completed, submitted, and coordinated through final approval by INDOT.
2. The CONSULTANT shall complete and coordinate required outlet permit, crossing permit, and legal drain work with the Hamilton County Surveyors Office.

H. Pavement Design

1. The CONSULTANT shall perform pavement design in accordance with the *INDOT Design Manual*, Chapter 304. If an alternate bid is required by INDOT for an alternate pavement design, this will be considered a change in the scope, and additional or supplemental fees will be required.
2. CONSULTANT shall compile all required data to complete the pavement design for the Project. If additional testing and/or analysis is required, including but not limited to falling weight deflectometer testing or pavement core sampling on SR 38, the CONSULTANT shall request that INDOT supply the appropriate data for use in the design.
3. The CONSULTANT shall recommend one asphalt and one concrete alternative for S-Line full-depth pavement design (inclusive of all S-Lines), and the sections will be evaluated using AASHTOWare Pavement ME Design Software, according to Chapter 304 of The Indiana Design Manual, current INDOT practices, and current industry standards.
4. The CONSULTANT shall recommend construction and maintenance operations for the proposed pavement sections according to current INDOT practices.
5. The CONSULTANT shall prepare a final pavement design report, detailing recommendations, analysis, and assumptions involved in the pavement design.
6. OTHER ADDITIONAL SERVICES

If authorized in writing by the LPA, CONSULTANT shall furnish or obtain Additional Services, for an additional fee, for items that may become necessary due to unforeseen conditions or changes in the scope of the Project. These items include, but are not limited to:

- a. Temporary pavement for maintenance of traffic
- b. Analysis of additional roadways and/or pavement sections
- c. Quantity and cost calculations for additional roadways and/or pavement sections
- d. Life cycle cost analysis
- e. Alternate pavement design sections

I. INDOT Permitting

The Engineer shall, as needed, make arrangements for and attend meetings in cooperation with the Owner, local officials, INDOT officials, planning agencies or commissions, and civic organizations for appropriate project coordination with the local stakeholders and the community. The Engineer will prepare meeting minutes and letter responses to questions as needed. The following meetings are included in this scope.

- a. One scope meeting with INDOT and Owner for proposed work at SR 38 intersection
- b. One additional meeting
- c. Right-of-way permit application
- d. Permit and Plan submissions

J. Rule 5 Permit

The CONSULTANT shall prepare and submit a Rule 5 Erosion Control Plan to procure appropriate Notice of Intent for construction.

K. Geotechnical Services

The CONSULTANT shall make or cause to be made a complete geotechnical investigation in general accordance with the INDOT Geotechnical Manual. The general scope of geotechnical services is attached as Exhibit B. In the event more extensive boring, sampling, testing analyses and engineering services are needed, such services will be added via a supplemental contract.

L. Right-of-Way Plan Development

1. Right-of-Way Engineering

- a. The CONSULTANT shall prepare title research, legal descriptions, route survey plats and/or right-of-way parcel plats, acquisition instruments, and other materials to be used in the acquisition of right-of-way in accordance with INDOT's Right-of-Way Engineering Procedure Manual, hereinafter called the MANUAL, and 865 IAC 1-12.
- b. The CONSULTANT shall compare and study, in detail, all of the title information and survey data furnished with it and the CONSULTANT shall calculate or otherwise determine all other data, as may be necessary, for writing the legal description of every right-of-way parcel, all in conformity with the MANUAL. All documents, plats, and plans prepared by the CONSULTANT are to be checked by the CONSULTANT prior to submittal to LPA. All documents and plats requiring a seal under this Contract may or may not be reviewed by LPA for content. If the plans, aerial mosaics, title information and surveys are furnished to the CONSULTANT, there is no expressed or implied guarantee that conditions so indicated are entirely representative of those actually existing, or that unforeseen developments will not occur. The CONSULTANT is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by LPA and the actual conditions of the locality, or in case of errors or omissions in said information supplied by LPA, the CONSULTANT shall make such corrections or additions on the plans, plats, strips, maps, or mosaics as necessary for the proper carrying out of its services. The CONSULTANT is assumed to have made itself familiar with the plans, aerial mosaics, and surveys, and it shall not plead that LPA or the consultant, if any, who prepared those materials should assume responsibility for adding the information thereto as required by this Contract and by the MANUAL. It will be the CONSULTANT'S duty to immediately inform LPA, in writing, of any such defect, error or omission which cannot be resolved without additional title search or field survey, or which cannot be made without altering the design extent or character of the right-of-way limits as shown by LPA before proceeding on this portion of the work.
- c. The CONSULTANT may, with prior written approval of LPA, undertake additional title research in order to resolve errors or omissions in provided abstracting, as may be deemed necessary by LPA for the purpose of completing the work included in this Contract.
- d. The CONSULTANT may, with the prior written approval of LPA, undertake field surveys for the purpose of checking title or plan data and/or for the acquisition of vital locative and boundary information that is not contained in existing records, as may be considered necessary to complete fully and satisfactorily the work included in this Contract.

- e. Each right-of-way (parcel) plat and each sheet of legal description and access control clause issued by the CONSULTANT will be dated and will bear the signature and seal of the Registered Land Surveyor (Indiana) by whom the same is prepared, or under whose personal supervision the same is prepared by his/her regularly employed subordinates, and for which he/she takes full responsibility.
- f. Taking possession and use by LPA of completed portions of the work, at any time, will not be deemed as acceptance of the work so taken or used.

2. Right-of-Way Staking

The CONSULTANT shall provide a one-time staking of the proposed right-of-way for each parcel during the land acquisition process.

3. Title Research Services

a. Preparation of Title and Encumbrance Reports – Permanent Right-of-Way

- 1) A Title and Encumbrance Report will be provided for each permanent right-of-way parcel. The Title and Encumbrance Report will be created by adequately researching all available records and documenting the research to identify all parties or entities having any ownership interest in the property to be acquired, including an abstract of all pertinent data, legal descriptions, all liens (taxes, mortgages, and recorded judgments), assessments, taxes, and any encumbrances against the property.
- 2) General
 - a) Each Title and Encumbrance Report and the attachments thereto will be submitted in duplicate or via ERMS if requested.
 - b) The CONSULTANT agrees to testify in court in behalf of the LPA on any title work prepared under this contract should he/she be required to do so by the LPA. In consideration for actions taken by the CONSULTANT, the LPA will agree in writing to fees for testimony prior to the date the CONSULTANT must testify.
 - c) The CONSULTANT agrees to follow accepted principles and techniques as shown and any necessary interpretation of these furnished by the LPA. Any parcel that does not meet such requirements will be further documented without additional compensation to the CONSULTANT.

b. Preparation of Title and Encumbrance Reports – Temporary Right-of-Way

- 1) A Title and Encumbrance Report will be provided for each temporary right-of-way parcel that contains the deed of record for the current fee owner, documentation for any sell-offs and contiguous property, and current tax information.
- 2) General
 - a) The CONSULTANT shall furnish a copy of the deed(s) that conveyed the caption to the current fee owner and any sell-offs.
 - b) Each Title and Encumbrance Report and the attachments thereto will be submitted in duplicated or via ERMS if requested.

c. Supplemental Title and Encumbrance Reports (Updates)

When requested, the CONSULTANT shall provide title work from the date of the original Title and Encumbrance Report to the present date. The CONSULTANT shall provide the following, in duplicate:

- 1) A cover sheet that identifies any changes and the associated recording documents. In addition, the CONSULTANT shall note the current status of the taxes.
- 2) Copies of any documents recorded since the date of the original Title and Encumbrance Report that affect the caption property.

4. Appraisal Problem Analysis

The CONSULTANT shall provide an Appraisal Problem Report prepared by the project review appraiser (who is prequalified with INDOT) as follows:

- a. Examine the right-of-way plans and determine the extent of the taking
- b. Perform an on-site inspection of each parcel requiring right-of-way acquisition
- c. Determine the type of appraisal needed for each parcel in accordance with INDOT procedures
- d. Complete an Appraisal Problem Analysis form for each parcel to be acquired
- e. Transmit the completed report to the LPA for review and approval prior to the initiation of appraisal activity
- f. Revise the Appraisal Problem Analysis, as required, during the course of the project

M. Land Acquisition Services

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

The CONSULTANT shall be responsible for performing the following activities:

1. Project Management for Acquisition Services

- a. The CONSULTANT shall be responsible for administration, scheduling, and coordination of all activities necessary to certify that the right-of-way has been acquired and the PROJECT(s) is (are) clear for construction letting, including meetings, conferences, and communications with property owners, attorneys, engineers, appraisers, buyers, relocation agents, and the LPA.
- b. The CONSULTANT will submit an Assurance Letter to the LPA for signature and distribution to the INDOT Central office.
- c. These right-of-way services include all reasonable services required to secure the parcels based on the approved engineering design or recommendation to the LPA that a parcel be condemned.
- d. The CONSULTANT will ascertain that either the Appraiser or Buyer will provide each parcel owner with a copy of *How Land is Purchased for Highways*.

- e. The CONSULTANT will submit proposed fees for subconsultants to the LPA for approval prior to contracting for the services.
- f. The CONSULTANT will process claim vouchers and submit to the LPA for payments to property owners.
- g. The CONSULTANT will submit each parcel file to the LPA upon completion of the described services.
- h. Upon securing all parcels, the CONSULTANT will submit a Certification Letter to the LPA for signature and distribution to the INDOT Central office.

2. Appraisal

- a. The CONSULTANT is to perform real estate appraisals and prepare appraisal reports in accordance with *The INDOT Real Estate Division Manual* through the services of an INDOT prequalified appraiser.
- b. The CONSULTANT agrees to furnish the LPA, attached to each report, all comparables used in the report, consisting of sufficient sales data in the vicinity of the project and of such recent date that a pattern of values may be established. Each comparable property is to be identified by photograph and will be located on electronic map attached to each report that is to be furnished to the LPA.
- c. The CONSULTANT agrees to furnish appraisals in an original plus one copy, and one copy on green paper for disbursement to the parcel owner.
- d. If Waiver Valuation reports are required, the CONSULTANT will provide an original plus one copy, and one copy on green paper for disbursement to the parcel owner to the LPA for approving the report prior to acquisition of the parcel.
- e. The appraisal will conform to statutory and judicial determinations regarding non-compensable items as set forth and discussed in *The INDOT Real Estate Division Manual* (PDF file format is available on the INDOT website) and/or conferences between the parties.
- f. While the plans, aerial mosaics, title information, survey, parcel plats, and calculation sheets have been made with reasonable care, there is no expressed or implied guaranty that conditions so indicated are entirely representative of those actually existing, or that unlooked-for developments will not occur. The CONSULTANT is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by the LPA and the actual conditions of the locality, or in case of errors or omissions in said information supplied by the LPA, the CONSULTANT shall inform LPA, in writing, of any such defect, error, or omission that cannot be resolved without altering the design.
- g. The CONSULTANT agrees to updating reports at the request of the LPA and/or testify on behalf of the LPA, on any parcels should he/she be required to do so by the LPA. In consideration for actions taken by the CONSULTANT, the LPA will agree in writing to fees for testimony prior to the date the CONSULTANT must testify.

3. Appraisal Review

- a. The CONSULTANT agrees to furnish the LPA all comparables used in the report, attached to each report, consisting of sufficient sales data in the vicinity of the project and of such recent date that a pattern of values may be established. Each comparable property is to be identified

by photograph and will be located on electronic map attached to each report that is to be furnished to the LPA.

- b. The CONSULTANT agrees to furnish reviews in an original plus one copy, and one copy on green paper for disbursement to the parcel owner.
- c. The Certificate of Review Report will conform to statutory and judicial determinations regarding non-compensable items as set forth and discussed in The *INDOT Real Estate Division Manual* (PDF file format is available on the INDOT website) and/or conferences between the parties.
- d. While the plans, aerial mosaics, title information, survey, parcel plats, and calculation sheets have been made with reasonable care, there is no expressed or implied guaranty that conditions so indicated are entirely representative of those actually existing, or that unlooked-for developments will not occur. The CONSULTANT is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by the LPA and the actual conditions of the locality, or in case of errors or omissions in said information supplied by the LPA, the CONSULTANT shall inform the LPA, in writing, of any such defect, error or omission which cannot be resolved without altering the design.
- e. The CONSULTANT agrees to update reports at the request of the LPA and/or testify in court on behalf of the LPA, on any parcels should he/she be required to do so by the LPA. In consideration for actions taken by the CONSULTANT, the LPA will agree in writing to fees for testimony prior to the date the CONSULTANT must testify.

4. Negotiation/Buying

- a. The CONSULTANT will be assigned parcels of real estate to acquire on an as-needed basis. The CONSULTANT shall make every reasonable effort to acquire assigned parcels expeditiously through buyers prequalified by INDOT.
- b. The CONSULTANT shall make a prompt offer to acquire each parcel for the full amount that has been established and approved by the LPA as just compensation for the acquisition. The offer will be made in a Uniform Land and Easement Acquisition Offer letter that will be given to each parcel owner in person or sent by certified mail with return receipt requested. The CONSULTANT shall also provide the parcel owner a copy of the appraisal (the appraisal copy furnished the owner will only be on light green paper) and a written statement explaining the basis for the amount that has been established. In accomplishing the above, the CONSULTANT shall do the following:
 - 1) Make all reasonable efforts to personally contact each owner or his designated representative, explain the acquisition, and offer in writing the approved estimate of just compensation. When all efforts to make personal contact have failed or in the event the property owner resides out of state, the owner may be contacted by certified or registered first class mail or other means appropriate to the situation.
 - 2) No later than the first contact where the offer is discussed, the CONSULTANT shall give the owner a brochure describing the land acquisition process and the owner's rights, privileges, and obligations.
- c. The owner of improvements located on lands being acquired for right-of-way should be offered the option of retaining those improvements at a retention value determined by the CONSULTANT and approved by LPA.

- d. A revised offer and summary statement of just compensation will be provided the owner if:
 - 1) The extent of the taking is revised; or
 - 2) The approved estimate of just compensation is revised by the Review Appraiser.
 - e. The CONSULTANT shall maintain adequate records to include a report for each parcel containing but not limited to:
 - 1) The date and place of contact
 - 2) The parties of interest contacted
 - 3) The offer made
 - 4) The counter offer or reasons offer was not accepted
 - 5) The signature of the buyer, date, and initialed by the person contacted
 - f. The property owner must be given a copy of the report on each contact.
 - g. The CONSULTANT further agrees that the parcel(s) will be sufficiently documented to meet the minimum standards set out in Title 49 CFR Part 24, dated March 2, 1989, and all attachments and amendments thereto. Said Title CFR Part 24, attachments and amendments are incorporated into this Contract by reference and made a part hereto. The CONSULTANT further agrees to follow accepted principles and techniques in purchase of real estate in accordance with existing State Laws, the *INDOT Real Estate Division Manual*, this "Appendix "A", and any necessary interpretation of these furnished by LPA. Any parcel that does not meet such requirements will be further documented without additional compensation to the CONSULTANT.
 - h. When attempts to buy are unsuccessful, the CONSULTANT shall record his recommendation for action and submit it to the LPA.
 - 1) The recommendation will consider administrative settlement, include the amount of settlement and reasons for a settlement;
 - 2) Otherwise, a condemnation report shall be filled out, title update ordered, and completed file submitted with the completed file after receiving a completed title update.
 - i. The CONSULTANT shall provide, upon the direction of the LPA, an updated title and encumbrance report upon submission of any secured or condemned parcel.
 - j. The CONSULTANT shall enter pertinent information on appropriate conveyance document(s) for each parcel as described in the parcel packet and verify that the document(s) is recordable for the respective county.
 - k. If condemnation services are required, the CONSULTANT can provide them as an Additional Service.
5. Relocation Services
- a. The CONSULTANT shall make every reasonable effort to expeditiously complete relocation activities for assigned parcel(s) through services of an INDOT prequalified relocation agent.

- b. The CONSULTANT shall make prompt contact with the displacee to explain all Relocation entitlements for which the displacee is eligible. In accomplishing the above, the CONSULTANT shall do the following:
 - 1) Make all reasonable efforts to personally contact each owner or his designated representative and explain all relocation entitlements. When all efforts to make personal contact have failed, or in the event the property owner resides out of state, the owner may be contacted by certified or registered first class mail or other means appropriate to the situation.
 - 2) No later than the first contact when the relocation entitlements are discussed, the CONSULTANT shall give the owner a brochure describing the relocation process and the owner's rights, privileges, and obligations.
- c. The CONSULTANT shall maintain adequate records for each parcel, containing but not limited to:
 - 1) The date, time, and place of contact
 - 2) The parties of interest contacted
 - 3) A list of the relocation entitlements explained
 - 4) The signature of the relocation agent and the person contacted on all applicable relocation forms. If the person contacted refuses to sign, this must be noted on all applicable forms.
- d. The CONSULTANT further agrees that the parcel(s) will be sufficiently documented to meet the minimum standards set out in Title 49 CFR Part 24 and all attachments and amendments thereto. Said Title CFR Part 24 attachments and amendments are incorporated into this agreement by reference and made a part hereto. The CONSULTANT further agrees to follow accepted principles and techniques of the Relocation process in accordance with existing State Laws, the *INDOT Real Estate Division Manual*, this "Appendix "A" and any necessary interpretation of these furnished by the LPA. Any parcel that does not meet such requirements will be further documented without additional compensation to the CONSULTANT.

6. Recording

- a. CONSULTANT shall have the conveyance documents and any other documents necessary for recordation recorded in the appropriate County immediately following land acquisition payment to the land owner, unless the LPA notifies the CONSULTANT that the LPA will do all recordations. CONSULTANT shall verify that respective county guidelines are met prior to recording.

N. Construction Phase Design Services

- 1. The CONSULTANT shall review all shop drawings for this contract during construction. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto, or accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, coordination of the work with other trades, all of which are the sole responsibility of the Contractor. The CONSULTANT's review shall be conducted with reasonable promptness while allowing sufficient time in the CONSULTANT's judgment to permit adequate review. Review of a specific item shall not indicate that the CONSULTANT has reviewed the entire

assembly of which the item is a component. The CONSULTANT shall not be responsible for any deviations from the Construction Documents not brought to the attention of the CONSULTANT in writing by the Contractor. The CONSULTANT shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

2. Following the award of a construction contract, the CONSULTANT will be responsible for attending the preconstruction meeting.
3. The CONSULTANT shall review the contract bid package and coordinate any necessary corrections with the Technical Services Division of INDOT.
4. During the course of construction, the CONSULTANT shall be available at reasonable times during normal working hours to respond to reasonable inquiries concerning the accuracy or intent of the CONSULTANT's plans. All such inquiries will be made only by persons designated by the LOCAL PUBLIC AGENCY to interpret the plans and contract documents for the benefit of the contractors and subcontractors performing the work. The CONSULTANT shall not be required to respond to inquiries by persons other than the LOCAL PUBLIC AGENCY's designated representative and shall not be required to engage in exhaustive or extensive analysis or interpretation of the plans.
5. As needed and directed by the LPA, the CONSULTANT shall perform construction-phase utility coordination services as described in the 2013 Indiana Design Manual, Chapter 104, as revised.

O. Excluded Design Services

The services listed below are not included in the scope of services. If desired by the LPA, they may be added as part of a supplemental contract.

1. Landscaping and streetscape design
2. Municipal utility infrastructure design, including sanitary sewer and water line facilities
3. Subsurface utility evaluation (SUE services)
4. Lighting design
5. Stormwater detention design
6. Alternate bid pavement design and plan preparation
7. Hazardous waste mitigation if encountered on site
8. Topographic survey services
9. Environmental services

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

The LPA shall furnish the CONSULTANT with the following items. The CONSULTANT shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the LPA and the LPA's consultants. The CONSULTANT shall provide prompt written notice to the LPA if the CONSULTANT becomes aware of any error, omission, or inconsistency in such services or information.

1. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.
2. Standard Specifications and standard drawings applicable to the project
3. Traffic assignments, traffic signal warrants (new signal), traffic lighting warrants (new lighting)
4. Available data and previous studies from the transportation planning process
5. Utility plans available to INDOT or the LPA covering utility facilities and the location of signals and underground conduits throughout the affected areas
6. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
7. Topographic survey by the LPA including property limits and existing right-of-way determination.
8. Environmental services by the LPA (including but not limited to Phase I ESA, Phase II ESA, wetland delineation, mitigation design, and environmental permitting.)
9. Approved Environmental Document and all NEPA services
10. All legal services as may be required for development of the project
11. An LPA representative with decision-making authority for inquiries
12. Payment of all permit and review fees required by agencies having jurisdiction over this project data
13. Relocation plans for utility facilities owned by the local municipality that may be impacted by the Project.
14. LPA letterhead to be used to make offers to property owners
15. LPA accounts payable vouchers. If LPA does not have accounts payable vouchers, standard State Board of Accounts vouchers will be used.
16. LPA attorney contact information for review and approval of conveyance documents
17. LPA policy regarding recording of conveyance and other applicable documents
18. LPA partial mortgage release policy
19. LPA closing policy regarding total acquisitions

APPENDIX "C"

SCHEDULE:

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

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

- A. Roadway Design
 - 1. Stage One plans within 60 calendar days after receipt of completed survey by LPA.
 - 2. Preliminary Field Check plans, and utility coordination within 75 calendar days after Stage One review is complete.
 - 3. Stage Three plans within 75 calendar days after receipt from the LPA of approval of the Preliminary Field Check.
 - 4. Final Tracings with opinions of probable cost and special provisions within 60 calendar days after receipt from the LPA of approval of the Stage Three and Constructability Review by INDOT.
- B. Geotechnical Investigation Reports
 - 1. Preliminary Draft within 75 calendar days after Preliminary Field Check
 - 2. Final Draft within 30 calendar days after preliminary draft submission
- C. Right-of-way engineering services will be completed within 60 calendar days after notice to proceed with final plans.
- D. Right-of-way acquisition services will begin once the LPA provides an approved Environmental Document.
- E. Right-of-way acquisition services will be completed within 18 months after notice to proceed. Right-of-way parcels requiring condemnation proceedings to acquire the parcel are not subject to the schedule in this paragraph.

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APPENDIX "D"**A. Amount of Payment**

1. The CONSULTANT shall be compensated for services to be performed under this Contract a total fee not to exceed \$634,845 unless approved in writing by the LPA.
2. The CONSULTANT shall be compensated for the following services on a lump-sum basis. The total obligation under this portion of the Contract shall not exceed \$413,200 unless approved in writing by the LPA.

a. Project Coordination	\$19,200
b. Road Design and Plan Development	\$300,900
c. Traffic Design Services	\$33,500
d. Utility Coordination	\$15,500
e. Stakeholder Coordination	\$13,500
f. Hydraulic Analysis	\$6,300
g. Pavement Design	\$9,800
h. INDOT Permitting	\$8,500
i. Rule 5 Permit	\$6,000
3. The CONSULTANT shall be compensated for right-of way engineering services based on the specific cost per unit multiplied by the actual units of work. Estimated unit costs are shown in Exhibit B, which is attached hereto and incorporated herein. The right-of-way engineering services unit costs shall be adjusted in accordance with INDOT's fee schedule once notice-to-proceed is given for right-of-way engineering services. The final amount will be adjusted according to the actual subconsultant invoices; however, the final amount shall not exceed \$48,590 unless and until a supplemental agreement is executed. Fourteen parcels are assumed.
4. The CONSULTANT shall be compensated for right-of-way land acquisition services based on the specific cost per unit multiplied by the actual units of work. Estimated unit costs are shown in Exhibit B, which is attached hereto and incorporated herein. The right-of-way land acquisition services unit costs shall be adjusted in accordance with INDOT's fee schedule once notice-to-proceed is given for right-of-way land acquisition services. The final amount will be adjusted according to the actual subconsultant invoices; however, the final amount shall not exceed \$140,555 unless and until a supplemental agreement is executed. Fourteen parcels are assumed.
5. The CONSULTANT shall receive payment for the work performed under this Contract related to geotechnical services based on the specific cost per unit as shown in Exhibit A, attached hereto and incorporated herein, multiplied by the actual units of work performed. The final amount will be adjusted according to the actual units of work

performed; however, the final amount shall not exceed \$27,500 unless and until a supplemental agreement is executed.

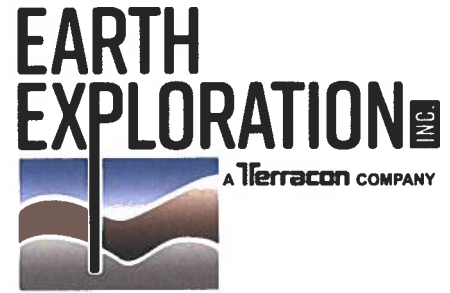
6. For construction phase design services, the CONSULTANT will be paid for the actual hours of work performed by essential personnel exclusively working on these tasks multiplied by the hourly rates shown in Exhibit C, plus reimbursable expenses at their direct cost. The fees for construction phase services will not exceed \$5,000 unless and until a supplemental agreement is executed.
7. The CONSULTANT shall not be paid for any service performed by the LPA or not required to develop this project.

B. Method of Payment

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice voucher shall be submitted to the LPA.

The invoice voucher shall represent the value, to the LPA, of the partially completed work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each pay item in Section A.1 of this Appendix, percentage completed, and prior payments.

2. The LPA, for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay to the CONSULTANT for rendering such services the fees established above in the following manner:
 - a. For completed work, and upon receipt of invoices from the CONSULTANT and the approval thereof by the LPA, payments covering the work performed shall be due and payable to the CONSULTANT.
 - b. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.
3. In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with item 6, Changes In Work, of the General Provisions set out in this Contract.



July 21, 2017

Mr. Kenneth R. Olson, P.E.
American Structurepoint, Inc.
7260 Shadeland Station
Indianapolis, IN 46256

Re: Proposal for Professional Services:
Geotechnical Evaluation
East Street Extension
Westfield, Hamilton Co., Indiana
EEI Proposal No. P1-17-472.1

Dear Ken:

This revised proposal is in response to your recent correspondence regarding removal of the detention pond from your scope of work.

PROJECT DESCRIPTION

We understand that the city of Westfield, with the assistance of federal funds, is planning to extend East Street from its current terminus at 196th Street to SR 38 for a distance of about 1.35 mi. As part of the extension, Grassy Branch Road will be re-aligned to intersect with East Street. Based on information provided with the request, the new roadway is anticipated to include a two-lane section with shared-use paths. In addition, drainage improvements are anticipated to include curb and gutter, storm sewers, and culverts. The sewers are anticipated to be established at depths of no more than 10 ft below the existing ground surface. Furthermore, we anticipate grade changes to be generally less than 5 ft and that no retaining walls will be required. No other information is known at this time

PURPOSE AND SCOPE OF SERVICES

The purpose of our services will be to provide an evaluation of the subsurface conditions and assess the impacts of these conditions on the proposed design and construction. Based on our review of publicly-available geologic information and experience in the area, the subsurface conditions within the depth of interest are anticipated to consist of medium-plasticity cohesive soil overlying glacial till within a few feet of the surface. Given this and the funding source (i.e., INDOT guidelines), the scope of services will include:

1. Performing up to 24 exploratory test borings for the various planned elements for a total of up to 360 ft. The actual location, depth, and number of borings will be dependent on the soil conditions encountered and forthcoming preliminary plans. Standard Penetration Test (SPT) sampling will be performed in the borings at 2½-ft intervals. We will also obtain bag samples and Shelby tube samples for resilient modulus testing. We anticipate that the borings will be performed with ATV-mounted equipment and backfilled at completion of the field work with auger cuttings and bentonite chips. EEI will locate the test borings using

Mr. Kenneth R. Olson, P.E.
American Structurepoint, Inc.
East Street Extension - Westfield, IN

July 21, 2017
Page 2

measurements from existing site features shown on plans to be provided. We will also contact Indiana 811 to arrange an underground utility line location check;

2. Performing appropriate laboratory tests consistent with INDOT requirements including visual soil classification, hand penetrometer readings, pH, sulfate content, moisture content, grain size analysis, Atterberg limit determinations, unit density and unconfined compression. Due to the length of the project, a resilient modulus test (and related tasks) will also be performed;
3. Preparing a technical report which will include a summary of our findings and recommendations for geotechnical considerations regarding:
 - a. Subgrade preparation and improvement, as necessary, for support of sewers, embankment fill, and pavement;
 - b. Pavement design parameters;
 - c. Sewer bedding and backfill;
 - d. Culverts, including wingwalls;
 - e. Re-use of onsite soil for embankment fill; and
 - f. Potential construction problems due to the subsurface conditions encountered (e.g., soft subgrade difficulties, etc.).

SCHEDULE

We are typically able to mobilize to the site within one to two weeks of notice to proceed and coordination of our field activities with underground utility owners, the city, and private property owners. The field work will require about one week to complete. After the field work is completed, the laboratory testing will take approximately four weeks to complete (due to resilient modulus testing). We anticipate submitting a geotechnical report about two to three weeks after the laboratory work is completed.

COST

We propose to provide our services on a unit rate basis in accordance with the attached Cost Estimate. With that, we estimate the total cost for completing the geotechnical services to be \$27,415. Please recognize that the fee is based on the scope described herein and current INDOT guidelines. In addition, we anticipate that the city will notify the affected property owners of the scope of the project prior to our contacting them for access to their property. If any significant variations develop during the course of our evaluation, we will advise you so that our efforts can be effectively directed.

Mr. Kenneth R. Olson, P.E.
American Structurepoint, Inc.
East Street Extension - Westfield, IN

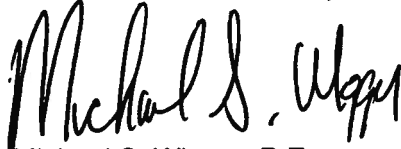
July 21, 2017
Page 3

CLOSURE

Thank you for the opportunity. We anticipate that your firm will prepare an agreement outlining the terms and conditions. We look forward to providing our services on this project. Should you have any questions about this information, please feel free to contact us.

Sincerely,

EARTH EXPLORATION, INC.

A handwritten signature in black ink, appearing to read "Michael S. Wigger". The signature is fluid and cursive, with the first name "Michael" being the most prominent.

Michael S. Wigger, P.E.
Vice President

RDO

Enclosure: Cost Estimate

Exhibit A

Cost Estimate

East Street Extension

Westfield, Hamilton Co., Indiana

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<u>GEOTECHNICAL FIELD</u>			
1. Mobilization and Field Coordination			
a. SPT Rig	1 ea	\$260.00	\$260.00
b. CPT	ea	\$440.00	
c. Field and utility coordination	1 LS	\$1,080.00	\$1,080.00
d. Field coordination with property owners			
i. 1 - 10	1 LS	\$300.00	\$300.00
ii. 11 - 25	LS	\$500.00	
iii. Over 25	LS	\$690.00	
e. Mileage	50 mi	\$3.40	\$170.00
2. Truck mounted borings with split spoon sampling	ft	\$18.50	
3. Truck mounted borings with drilling fluid	ft	\$18.50	
4. Truck mounted core drilling	ft	\$38.00	
5. Truck mounted borings			
a. Truck mounted borings through bedrock or boulders or concrete pavement	ft	\$36.40	
b. Bridge deck coring and restoration	ea	\$330.00	
6. Cone penetrometer testing			
a. Set up	ea	\$75.00	
b. Subsurface profiling	ft	\$11.90	
c. Profiling with pore pressure measurement			
i. Piezometric Saturation	ea	\$91.00	
ii. Penetration	ft	\$14.20	
iii. Pore water dissipation test	hr	\$184.00	
iv. Hydraulic conductivity and consolidation	ea	\$70.00	
d. Profiling with Shearwave Velocity Measurement	ft	\$15.23	
e. Sample	ea	\$22.00	
7. Hand or truck soundings	ft	\$11.60	
8. Hand auger drilling	ft	\$12.00	
9. Skid mounted borings with split spoon sampling	360 ft	\$29.00	\$10,440.00
10. Skid mounted borings using drilling fluid	ft	\$29.00	
11. Skid mounted core drilling	ft	\$42.00	
12. Skid mounted boring through bedrock or boulders	ft	\$44.00	
13. Skid mounted soundings	ft	\$16.40	
14. Skid Mounted Cone Penetrometer Testing (CPT)			
a. Set up	ea	\$110.00	
b. Subsurface profiling	ft	\$17.30	
c. Profiling with pore pressure measurement			
i. Piezometric Saturation	ea	\$108.00	
ii. Penetration	ft	\$20.00	
iii. Pore Water Dissipation Test	hr	\$216.00	
iv. Hydraulic Conductivity and Consolidation	ea	\$83.00	
d. Profiling with Shearwave Velocity Measurement	ft	\$23.50	

Exhibit A

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
e. Sample	ea	\$31.00	
15. Furnishing of a boat		Actual Cost	
16. Barge set-up expenses			
a. Navigable water			
i. Barge set-up	ea	\$5,600.00	
ii. Rental of support equipment and/or boat		Actual Cost	
iii. Drill rig down time	hr	\$140.00	
b. Non-navigable water barge set-up	ea	\$4,800.00	
17. Additional disassembly and reassembly			
a. Navigable water	ea	\$2,000.00	
b. Non-navigable water	ea	\$1,800.00	
18. Barge mounted borings with split spoon sampling	ft	\$32.00	
19. Barge mounted core drilling	ft	\$44.00	
20. Barge mounted boring through bedrock or boulders	ft	\$44.00	
21. Barge mounted soundings	ft	\$19.00	
22. Casing through water	ft	\$8.15	
23. Uncased sounding through water	ft	\$5.40	
24. Set up for borings and machine soundings			
a. Borings and machine soundings less than 20 ft deep	24 ea	\$68.00	\$1,632.00
b. Rock core borings	ea	\$116.00	
25. Additional 2-in. split spoon sampling	24 ea	\$20.00	\$480.00
26. 3-in. split spoon samples	ea	\$22.00	
27. 3-in. Shelby tube samples	4 ea	\$60.00	\$240.00
28. Bag samples			
a. 25-lb sample	2 ea	\$50.00	\$100.00
b. 5-lb sample	ea	\$32.00	
29. Field vane shear test	ea	\$110.00	
30. 4½-in. cased hole	ft	\$12.00	
31. Installation of Geotechnical Instruments			
a. Inclinator casing installation	ft	\$14.07	
b. Piezometer installation up to 25 ft below surface	ea	\$245.00	
c. Piezometer installation deeper than 25 ft below surface	ea	\$270.00	
d. Metal protective outer cover for inclinometer and piezometer casings	ea	\$120.00	
32. Geotechnical engineer	8 hr	\$115.00	\$920.00
33. Railroad expenses		Actual Cost	
34. Twenty-four hour water levels			
a. Field measurements per borehole	24 ea	\$36.50	\$876.00
b. PVC slotted pipe	ft	\$5.60	
35. Special borehole backfilling			
a. 0 to 30 ft			
i. SPT	24 ea	\$105.00	\$2,520.00
ii. CPT	ea	\$45.00	
b. More than 30 ft			
i. SPT	ft	\$6.30	
ii. CPT	ea	\$1.88	
c. Pavement restoration	ea	\$58.00	

Exhibit A

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
36. Dozer rental		Actual Cost	
37. Traffic control			
a. Flag crew	day	\$700.00	
b. Equipment Rental		Actual Cost	
c. Flag crew with equipment	day	\$800.00	
38. Centerline surveying		Actual Cost	
Subtotal (Geotechnical Field)			\$19,018.00

GEOTECHNICAL LABORATORY

39. Sieve analysis for soils	8 ea	\$48.00	\$384.00
40. Hydrometer analysis	8 ea	\$55.00	\$440.00
41. Sieve analysis for Aggregates			
a. Analysis by Washing (AASHTO T-11)	ea	\$75.00	
b. Analysis by Using (AASHTO T-27)	ea	\$131.00	
42. Liquid limit	6 ea	\$33.00	\$198.00
43. Plastic limit & plasticity index	6 ea	\$24.00	\$144.00
44. Liquid Limit Ratio	ea	\$74.00	
45. pH test	8 ea	\$15.00	\$120.00
46. Loss on Ignition Test			
a. Loss on Ignition Test (Conventional)	6 ea	\$23.00	\$138.00
b. Loss on Ignition Test (Sequential)	ea	\$51.00	
c. Organic content based on Clorimeter	ea	\$23.00	
47. Topsoil Tests			
a. Phosphorus tests	2 ea	\$20.00	\$40.00
b. Potassium tests	2 ea	\$20.00	\$40.00
48. Moisture Content Tests			
a. Moisture Content Test (Conventional)	182 ea	\$6.50	\$1,183.00
b. Moisture Content Test (Microwave)	ea	\$8.00	
49. Expansion Index of Soils	ea	\$230.00	
50. Specific Gravity Test	2 ea	\$35.00	\$70.00
51. Unit weight determination	10 ea	\$17.00	\$170.00
52. Hydraulic Conductivity Test			
a. Constant Head	ea	\$225.00	
b. Falling Head	ea	\$275.00	
53. a. Unconfined Compression Test	10 ea	\$44.00	\$440.00
b. Remolding of soil samples with chemical admixtures in chemical soil modification/stabilization (3 samples is equal to 1 unit)	ea	\$110.00	
c. Point Load Strength Index of Rock	ea	\$42.00	
54. Compressive Strength and Elastic Moduli of Intact Rock			
a. Compressive Strength of Intact Rock	ea	\$105.00	
b. Elastic Moduli of Intact Rock	ea	\$420.00	
55. Consolidation Test	ea	\$430.00	
56. Triaxial test			
a. Unconsolidated - Undrained (UU)	ea	\$336.00	
b. Consolidated - Undrained (CU)	ea	\$500.00	

Exhibit A

		<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
	c. Consolidated - Drained (CD)	ea	\$700.00	
	d. Pore Pressure measurement with a. or b. and use of back pressure for saturation	ea	\$242.00	
57	Direct Shear Test	ea	\$520.00	
58	Moisture-Density Relationship Test			
	a. Standard Proctor	2 ea	\$135.00	\$270.00
	b. Modified Proctor	ea	\$147.00	
59	Soil Support Testing			
	a. California Bearing Ratio Test	ea	\$515.00	
	b. Subgrade Resilient Modulus	2 ea	\$600.00	\$1,200.00
60	Collapse Potential Evaluation Test			
	a. Silty Soil (Loess)	ea	\$370.00	
	b. Cohesive or Expansive Soils	ea	\$441.00	
61	Water Soluble Sulfate Test	6 ea	\$100.00	\$600.00
62	Water Soluble Chloride Test	ea	\$100.00	
63	Soil Resistivity Test	ea	\$131.00	
64	a. Slake Durability Index Test	ea	\$122.00	
	b. Jar Slake Test	ea	\$13.00	
Subtotal (Geotechnical Laboratory)				\$5,437.00

GEOTECHNICAL ENGINEERING

65	Geotechnical profile and related work			
	a. Without soil subgrade drawings			
	First mile	LS	\$1,150.00	
	Each additional mile	mi	\$525.00	
	b. With soil subgrade drawings			
	First mile	LS	\$1,365.00	
	Each additional mile	mi	\$600.00	
	c. Soil subgrade drawings (only)			
	First mile	LS	\$350.00	
	Each additional mile	mi	\$220.00	
66	Geotechnical report			
	a. Without soil subgrade investigation			
	First mile	1 LS	\$1,660.00	\$1,660.00
	Each additional mile	0.5 mi	\$700.00	\$350.00
	b. With soil subgrade investigation			
	First mile	LS	\$1,900.00	
	Each additional mile	mi	\$800.00	
	c. Soil subgrade investigation (only)			
	First mile	LS	\$600.00	
	Each additional mile	mi	\$360.00	
67	Settlement analysis and recommendations for embankment			
	a. Proposed embankment	ea	\$495.00	
	b. Proposed and existing embankment	ea	\$550.00	
68	Ground modification design	ea	\$1,450.00	
69	Slope stability analysis			
	a. C, ϕ or C & ϕ analysis	ea	\$770.00	

Exhibit A

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
b. Corrective measures	ea	\$770.00	
c. Stage construction corrective method	ea	\$1,340.00	
70 Bridge foundation analysis and recommendations			
a. Shallow foundation	2 ea	\$475.00	\$950.00
b. Deep foundation			
i. Deep foundation analyses	ea	\$840.00	
ii. Wave equation analyses	ea	\$325.00	
iii. Liquefaction analysis	ea	\$260.00	
iv. Group - 3D analysis	ea	\$420.00	
c. Settlement analysis for bridge pier foundation			
i. Bridge pier	ea	\$380.00	
ii. Embankment plus pier	ea	\$420.00	
iii. Embankment plus pier plus all other loads	ea	\$485.00	
d. Foundation on bedrock	ea	\$370.00	
71 Retaining structure analysis recommendations			
a. Conventional retaining structures and other types such as MSE Walls and Bin walls			
i. Shallow foundation	ea	\$860.00	
ii. Deep foundation	ea	\$1,130.00	
iii. Settlement analysis for retaining wall foundation	ea	\$370.00	
b. Pile retaining structure analysis and recommendations			
i. Free standing structure	ea	\$1,000.00	
ii. Retaining structure with tie-back system	ea	\$1,450.00	
c. Drilled-in-pier retaining structure analysis			
i. Free standing structure	ea	\$1,025.00	
ii. Retaining structure with tie-back system	ea	\$1,470.00	
d. Soil nailing wall analysis	ea	\$990.00	
72 Seepage analysis	ea	\$1,400.00	
73 Deep dynamic compaction analysis	ea	\$1,400.00	
Subtotal (Geotechnical Engineering)			\$2,960.00

CONSTRUCTION INSPECTION AND MONITORING

74 Pressuremeter testing services	day	\$1,600.00	
75 Mobilization of testing equipment	LS	\$160.00	
76 a. Monitoring geotechnical instrumentation	hr	\$75.00	
b. Field Inspector	hr	\$75.00	
77 Integrity testing		Actual Cost	
78 Field Compaction Testing			
a. Dynamic Cone Penetration Test (DCPT)	hr	\$75.00	
b. Light Weight Deflectometer Test (LWD)	hr	\$75.00	
79 Dynamic pile analysis	ea	\$1,025.00	
80 Static load test	ea	\$1,025.00	
81 Dynamic pile load test		Actual Cost	
82 CAPWAP-C analysis	ea	\$480.00	
83 Final construction inspection report	ea	\$925.00	

Subtotal (Construction Inspection and Monitoring)

Exhibit A

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<u>FOUNDATION EVALUATION BY NON-DESTRUCTIVE METHODS</u>			
84 a. Surface test/Pier or foundation		Actual Cost	
b. Borehole test/Pier or foundation		Actual Cost	
<u>GEOPHYSICAL INVESTIGATION</u>			
85 Geophysical Investigations		Actual Cost	
<u>GEOTECHNICAL PROJECT MANAGEMENT</u>			
86 Project Management			
a. Project Coordination	mi	\$1,620.00	
b. Project Website	LS	\$3,420.00	
87 Geotechnical Review			
a. Structure Report	ea	\$325.00	
b. Roadway Report	mi	\$275.00	
Subtotal (Non-Destructive, Geophysical and Project Management)			
<u>PAVEMENT INVESTIGATION</u>			
1. Mobilization of coring equipment	LS	\$200.00	
2. Mobilization mileage for coring equipment	mi	\$1.85	
3. Pavement core (partial depth)	ea	\$125.00	
4. Pavement core (full depth)	ea	\$190.00	
5. Sub-base sample	ea	\$60.00	
6. Cement concrete pavement core density determination	ea	\$33.00	
7. Cement concrete core compressive strength test	ea	\$31.50	
8. Bituminous extraction test	ea	\$84.00	
9. Sieve analysis of extracted aggregate test	ea	\$56.00	
10. Recovery of asphalt from solution by Abson method	ea	\$350.00	
11. Theoretical maximum specific gravity test	ea	\$70.00	
12. Bulk specific gravity test	ea	\$30.00	
13. Air voids calculation	ea	\$28.00	
14. Core report for partial depth core	ea	\$34.00	
15. Core report for full depth core	ea	\$42.00	
16. Pavement analysis and report	ea	\$770.00	
Subtotal (Pavement Investigation)			
<u>Summary of Fees</u>			
Geotechnical Field		\$19,018.00	
Geotechnical Laboratory		\$5,437.00	
Geotechnical Engineering		\$2,960.00	
Construction Inspection and Monitoring			
Non-Destructive, Geophysical and Project Management			
Pavement Investigation			
Geotechnical Total			\$27,415.00
Pavement Design			
Estimated Total			\$27,415.00

Exhibit B

East Street 196th Street to SR 38
FEE PROPOSAL, Dated: 02/26/2018

RW Engineering

RW Services

Parcel	Owner	Tax I.D.	Appraisal Report Type	Title Work Fee	Title Update Fee	Plats, Legals Fee	Staking Fee	APA Fee	Subtotal RW Engineering	Appraisal Fee	Review Appraisal Fee	Buying Fee (includes title update fee)	Recording *	Ratio	Management Fee	RW Services Subtotal	Total Fees
1	Pingree USA Corporation	25-06-19-000-012 000-015	SF	\$ 800.00	\$ 250.00	\$ 2,200.00	\$ 350.00	\$ 235.00	\$ 3,835.00	\$ 2,940.00	\$ 1,420.00	\$ 1,785.00	\$ 150.00		\$ 1,050.00	\$ 7,345.00	\$ 11,180.00
2	Bo Properties Westfield LLC	25-06-19-000-014 001-015	SF	\$ 800.00	\$ 250.00	\$ 2,200.00	\$ 350.00	\$ 235.00	\$ 3,835.00	\$ 2,940.00	\$ 1,420.00	\$ 1,785.00	\$ 150.00		\$ 1,050.00	\$ 7,345.00	\$ 11,180.00
3	Bo Properties Westfield LLC	25-06-19-000-017 001-015	SF	\$ 800.00	\$ 250.00	\$ 2,200.00	\$ 350.00	\$ 235.00	\$ 3,835.00	\$ 2,940.00	\$ 1,420.00	\$ 1,785.00	\$ 150.00		\$ 1,050.00	\$ 7,345.00	\$ 11,180.00
3	Bo Properties Westfield LLC	25-06-19-000-010 001-014	SF total take	\$ 400.00	\$ 125.00	\$ 2,200.00	\$ 350.00	\$ 235.00	\$ 3,310.00	\$ 2,940.00	\$ 1,420.00	\$ 1,785.00	\$ 150.00	\$ 7,450.00	\$ 1,050.00	\$ 14,795.00	\$ 18,105.00
4	Pierce Lounan	25-06-19-000-010 001-014	SF total take	\$ 400.00	\$ 125.00	\$ 2,200.00	\$ 350.00	\$ 235.00	\$ 3,310.00	\$ 2,940.00	\$ 1,420.00	\$ 1,785.00	\$ 150.00	\$ 7,450.00	\$ 1,050.00	\$ 14,795.00	\$ 18,105.00
5	Moore, Byron E & Elizabeth S	25-06-19-000-011 000-014	SF	\$ 800.00	\$ 250.00	\$ 2,200.00	\$ 350.00	\$ 235.00	\$ 3,835.00	\$ 4,200.00	\$ 2,000.00	\$ 1,785.00	\$ 150.00		\$ 1,050.00	\$ 9,185.00	\$ 12,495.00
6	Citizens Water of Westfield LLC	25-06-19-000-010 101-014	SF	\$ 400.00	\$ 125.00	\$ 2,200.00	\$ 350.00	\$ 235.00	\$ 3,310.00	\$ 2,625.00	\$ 1,260.00	\$ 1,785.00	\$ 150.00		\$ 1,050.00	\$ 6,870.00	\$ 10,180.00
7	Land Owners LLC	25-06-19-001 001 208-015	SF	\$ 800.00	\$ 250.00	\$ 2,200.00	\$ 350.00	\$ 235.00	\$ 3,835.00	\$ 4,200.00	\$ 2,000.00	\$ 1,785.00	\$ 150.00		\$ 1,050.00	\$ 9,185.00	\$ 13,020.00
8	Sumner, Thomas 1/2 int & Sumner, Mike 1/2 int	25-06-19-000-017 000-015	SF total take	\$ 800.00	\$ 250.00	\$ 2,200.00	\$ 350.00	\$ 235.00	\$ 3,835.00	\$ 4,200.00	\$ 2,000.00	\$ 1,785.00	\$ 150.00	\$ 7,450.00	\$ 1,050.00	\$ 18,635.00	\$ 20,470.00
9	Sumner, Thomas 1/2 int & Sumner, Mike 1/2 int	25-06-19-000-002 001-014	SF	\$ 400.00	\$ 125.00	\$ 2,200.00	\$ 350.00	\$ 235.00	\$ 3,310.00	\$ 2,940.00	\$ 1,420.00	\$ 1,785.00	\$ 150.00		\$ 1,050.00	\$ 7,345.00	\$ 10,685.00
10	Heinman, Keith	25-06-19-001 001 108-014	SF	\$ 400.00	\$ 125.00	\$ 2,200.00	\$ 350.00	\$ 235.00	\$ 3,310.00	\$ 2,940.00	\$ 1,420.00	\$ 1,785.00	\$ 150.00		\$ 1,050.00	\$ 7,345.00	\$ 10,685.00
11	Wheeler, Richard E	25-06-19-001 001 115-015	SF	\$ 400.00	\$ 125.00	\$ 2,200.00	\$ 350.00	\$ 235.00	\$ 3,310.00	\$ 2,940.00	\$ 1,420.00	\$ 1,785.00	\$ 150.00		\$ 1,050.00	\$ 7,345.00	\$ 10,685.00
12	CR White Aurora LLC	25-06-19-000-004 002-015	SF	\$ 800.00	\$ 250.00	\$ 2,200.00	\$ 350.00	\$ 235.00	\$ 3,835.00	\$ 4,200.00	\$ 2,000.00	\$ 1,785.00	\$ 150.00		\$ 1,050.00	\$ 9,185.00	\$ 13,020.00
13	Aurora Investments LLC	25-06-19-000-004 000-015	SF	\$ 400.00	\$ 125.00	\$ 2,200.00	\$ 350.00	\$ 235.00	\$ 3,310.00	\$ 2,940.00	\$ 1,420.00	\$ 1,785.00	\$ 150.00		\$ 1,050.00	\$ 7,345.00	\$ 10,685.00
14	Hahn, Frank	25-06-19-000-004 102-015	SF	\$ 400.00	\$ 125.00	\$ 2,200.00	\$ 350.00	\$ 235.00	\$ 3,310.00	\$ 2,940.00	\$ 1,420.00	\$ 1,785.00	\$ 150.00		\$ 1,050.00	\$ 7,345.00	\$ 10,685.00
	Anticipated Inflation for October 2018 INDOT's Annual Fee Schedule Increase							\$ 150.00	\$ 150.00	\$ 3,650.00	\$ 1,750.00	\$ 1,250.00		\$ 1,100.00	\$ 740.00	\$ 8,490.00	\$ 8,640.00
				\$ 7,200.00	\$ 2,250.00	\$ 30,800.00	\$ 4,800.00	\$ 3,440.00	\$ 48,590.00	\$ 46,535.00	\$ 23,790.00	\$ 26,240.00	\$ 2,100.00	\$ 23,450.00	\$ 15,440.00	\$ 140,555.00	\$ 189,145.00

*If LPA records necessary documents, the Recording fee will not be billed.

Exhibit C
Hourly Rates

Standard Hourly Rates are subject to annual review and adjustment.

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$250
Project Manager	\$200
Senior Engineer	\$175
Project Engineer	\$140
Project Planner	\$130
Environmental Specialist	\$160
*Staff Engineer, Staff Planner, or Staff Surveyor	\$95
*Staff Scientist	\$75
*Senior Technician	\$135
*Technician	\$95
*Researcher	\$95
Registered Land Surveyor	\$150
*Survey Crew Member	\$80
*Resident Project Representative	\$120
*Construction Inspector	\$90
*Interns and Co-ops	\$50
Landscape Architect	\$125

*Rates for these classifications are subject to overtime premium of an additional 0.16 x hourly rate.

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of March, 2018 ("Effective Date") by and between City of Westfield, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and VS Engineering Inc. ("the CONSULTANT"), a corporation organized under the laws of the State of Indiana.

Des. No.: 1700728

Project Description: North East Street Extension (196th Street to SR 38)

RECITALS

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

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

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

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

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

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

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

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

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be \$ 6,125,000.00. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$ 97,700.00.

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

SECTION VI GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

7. **Compliance with Laws.**

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

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

9. Confidentiality of LPA Information.

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

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

11. DBE Requirements.

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

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

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

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

12. Non-Discrimination.

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

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

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

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

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

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

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

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

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

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

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

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

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

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

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
 - A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
 - B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
 - C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

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

II. Commercial General Liability Insurance

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

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

III. Automobile Liability

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

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

IV. Watercraft Liability (When Applicable)

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

V. Aircraft Liability (When Applicable)

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

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

23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Jeremy Lollar
City of Westfield
Director of Public Works
2706 East 171st Street
Westfield, Indiana 46074

Notices to the CONSULTANT shall be sent to:

Sanjay Patel PE
President VS Engineering, Inc.
4275 High School Rd
Indianapolis, IN 46254

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

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

28. Pollution Control Requirements. If this Contract is for \$100,000 or more, the CONSULTANT:

- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
- ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
- iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.

29. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

30. Status of Claims. The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:

Jeremy Lollar
City of Westfield
Director of Public Works
2706 East 171st Street
Westfield, Indiana 46074

31. Sub-consultant Acknowledgement. The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.

32. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.

33. Taxes. The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.

34. Termination for Convenience.

- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
- B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
 - (i) the CONSULTANT fails to:
 - 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 - 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
 - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

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

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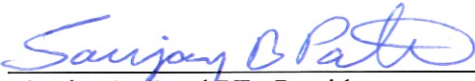
Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

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

CONSULTANT

VS Engineering, Inc.



Sanjay B. Patel PE, President

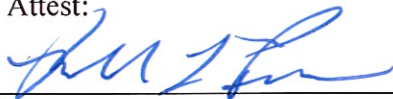
LOCAL PUBLIC AGENCY

City of Westfield Indiana

 J. Andrew Cook, BPW&S Member

 Kate Snedeker, BPW&S Member

Attest:



Richard Pierce, Controller

 Randy Graham, BPW&S Member

APPENDIX “A”

SERVICES TO BE FURNISHED BY CONSULTANT:

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

Project: North East Street Extension (196th to SR 38 in the City of Westfield) Des 1700728 INDOT Contract # R-40284

The CONSULTANT shall be responsible for performing the following activities:

- Task 1 Topographic Survey Data Collection
- Task 2 Utility Coordination

Task 1 Topographic Survey Data Collection

BASIC SERVICES

- A.) VS shall survey the project location and provide one set of original field notes, all field survey data collected via electronic media, and one set of master drawings. VS shall obtain section corner, right-of-way, easement, and state plane coordinate information as necessary to satisfactorily complete the basic field survey services described herein within the project limits. VS shall prepare and record a Location Control Route Survey. VS work shall be in accordance with Indiana Code (I.C. 25-21.5); Indiana Administrative Code (865 I.A.C. 1-12); and the Design Manual, Indiana Department of Transportation, Part III, Location Surveys (Survey Manual), a copy of which is on file with INDOT. If there is any conflict between I.C. 25-21.5, 865 I.A.C. 1-12, or the Survey Manual, the order of precedence shall be:
 - 1. I.C. 25-21.5,
 - 2. 865 I.A.C. 1-12, and
 - 3. Survey Manual
- B.) Electronic files including the following shall be prepared and submitted by VS as directed by client:
 - 1. Finished plan view of topographic survey in AutoCAD .dwg format
 - 2. 1-foot contours in AutoCAD .dwg format
 - 3. TIN from Civil 3D in .xml format
 - 4. Electronic points file in .txt or .xml coordinate format.
 - 5. Location Control Route Survey Plat in .pdf format.
 - 6. Survey Book in .pdf format.
- C.) 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 Location Control Route Survey Plat and survey book submitted. In addition, VS shall complete the field survey as summarized below and as directed by the Client. The project area to be field surveyed is described as follows:

Survey Limits (See Attachment No. 1)

East Street and Extension of East Street

Beginning 500 feet south of the centerline of 196th Street, survey north and northeast 7,275 feet along the centerline of existing East Street and the proposed centerline to the centerline of State Road 38. The width of survey will be 200 feet on each side of centerline along the existing portion of East Street (south of 196th Street) and 400 feet on each side of centerline north of 196th Street.

Grassy Branch Road

Beginning 200 feet south of the centerline of 203rd Street, survey north 1,300 feet to the centerline of State Road 38. The width of survey will be 75 feet on each side of centerline.

State Road 38

Beginning 600 feet northwest of the proposed centerline of the East Street extension, survey southeast 1,350 feet to a point 350 feet southeast of the centerline of Grassy Branch Road. The width of survey will be 75 feet on each side of centerline.

Grassy Branch Road Connector

All areas east of the proposed centerline, west of Grassy Branch Road, south of State Road 38 and north of a line 75 feet south of 203rd Street will be included in the survey.

Total survey includes approximately 9,925 feet by varying width & approximately 6 acres of additional area.

- 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. VS 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 Client prior to distribution.
- F.) Establish Primary Horizontal Control within the project limits such that the survey base line(s) can be re-established during construction. The coordinate system will be the Hamilton County Zone of the Indiana Geospatial Coordinate System (InGCS).
- G.) Establish on-site elevation using NGS, DNR benchmarks or Hamilton County benchmarks. Set temporary bench marks within the project limits such that elevation datum can be re-established during construction.
- H.) Tie in the survey base lines to available USPLSS section corners and/or existing property/right-of-way monumentation. 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.
- I.) Re-establish existing roadway alignments from plans for previous projects.
- J.) Plot right-of-way and property lines based on observed physical evidence and record documents acquired from local government agencies.
- K.) Coordinate with all utility companies to locate and mark their utilities in field. VS shall notify the utilities via the call before you dig notification system (Indiana Underground Plant Protection Service (I.U.P.P.S.)). VS 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. In addition, VS shall provide listing of all utilities and all information available for that utility including address, and telephone number.
- L.) Survey data will be gathered by photogrammetric methods and supplemented by ground survey as needed.
- M.) Take cross sections at specified intervals 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. Spot elevation data will be provided at:
- N.) 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.

- O.) Provide a listing of all symbols, notations and legends used in the field survey. VS shall furnish a hard copy together with all field survey information collected on electronic media. VS shall also prepare master drawings (1-foot contours) from data collected in topographic survey using AutoCAD Civil 3D, and shall submit a hard copy together with electronic format. VS 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. VS 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.
- P.) Prepare and record a Location Control Route Survey Plat depicting existing alignments, right-of-way. Property lines and owner information for adjoining properties will be shown, but not dimensioned.

Task 2 Utility Coordination

CONSULTANT shall perform the following tasks as the Utility Coordinator in accordance with Chapter 104 of the Indiana Design Manual (IDM):

1. Proactively engage all partners involved in utility coordination to facilitate the execution of all utility facility relocation work.
2. Contact the project manager and obtain the necessary information such as the project Designation Number, work type, project description, project limit, and classification of project as major or minor, ready-for-contract date, and proposed letting date to plan and perform the work of Utility Coordinator.
3. Contact the project manager and obtain the necessary information such as the project Designation Number, work type, project description, project limit, and classification of project as major or minor, ready-for-contract date, and proposed letting date to plan and perform the work of Utility Coordinator.
4. Contact the project manager and enter the name and phone number of the utility coordinator in SPMS. Obtain the copy of SPMS and verify the name is entered accurately.
5. Contact the project manager periodically during the progress of utility coordination and review the project budget for the potential cost of reimbursable utility work.
6. Determine the name and contact information of each utility with facilities in the area of the project by researching permit files, reviewing plan files, investigating field conditions, reviewing information from IUPPS, by contacting local government agencies, and researching the providers of power communications services for signals, lightings and ITS systems.
7. Provide the name and contact information for each utility to the designer and the oversight agent, 105 IAC 13-3-1(b).
8. Prepare, sign and send an initial notice to the authorized representative of each utility with facilities in the area of the project, 105 IAC 13-3-1(c).
9. Follow up with the utilities until the responses to the initial notices are received.
10. Ensure the following information is provided by each utility in response to the initial notice: if they have facilities in the area; contact information for the designated representative; whether or not they are reimbursable; and the format the utility want to receive project plans.
11. Inform the designer and surveyor of the general location of utility facilities identified in the responses to the initial notices.
12. Update the utility oversight agent and the project manager with the information obtained as the response to the initial notice.
13. Notify owner of signals to have buried wires marked in the field and, notify IUPPS to have utility facilities marked in the field.
14. Follow up with the surveyor and the designer to verify facilities of the utilities are properly shown on INDOT plans.

15. Prepare, sign, and send to each utility a letter requesting verification of their facility information as shown on the plans, 105 IAC 13-3-2(a), Send copies of verification request to the oversight agent.
16. Follow up with the utilities until response to the verification request with the following information is obtained:
 - a. yes, their facilities are located accurately on INDOT plans; or
 - b. no, their facilities are not located properly, and a marked up drawing showing corrected locations is provided.
17. Notify the designer of all inaccuracies in the utility facility information shown on the plans per the response obtained from utilities, 105 IAC 13-3-2(b) (3).
18. Follow up with the designer to validate utility information is updated on INDOT plans per verification responses from each utility, send the revised plans to each utility, and get their confirmation.
19. Schedule, prepare for and attend a meeting with district construction, the designer, the oversight agent and the project manager to conduct a Stage 1 constructability review.
20. Attend preliminary field check meeting and obtain inputs such as design considerations, constructability issues, right-of-way needs, relocation schedules, and ball park estimates from utilities involved in the project.
21. Recommend to the designer, the right-of-way (ROW) buyer, and the project manager the extent of right of way that may reasonably accommodate potential utility facility relocations.
22. Provide to the ROW buyer and the project managers, a ROW acquisition plan that identifies the critical path necessary to facilitate the timely acquisition of parcels in support of utility relocations.
23. Contact the project manager to determine whether a separate clearing contract is needed; and schedule a reasonable letting date.
24. Provide to each utility a copy of geotechnical report for proposed highway improvement project.
25. Advise the pavement designer and the geotechnical engineer to consider alteration of subgrade treatment types and pavement thickness in order to avoid or minimize the relocation of high expense utilities.
26. Prepare, sign, and send to each utility a letter requesting they identify the conflicts between their facilities and the highway improvement project, 105 IAC 13-3-3(a).
27. Follow up with utilities until response to the conflict analysis letter with the following information is obtained:
 - a. they have no conflicts with the project; or
 - b. a list of critical locations of conflicts and recommended design changes to avoid or minimize relocation of their facilities.
28. Notify the designer of all conflicts between the utility facilities and the highway improvement project, 105 IAC 13-3-3(a), and assist the designer in revising the design to avoid or minimize the relocation of utilities.
29. Send letter to each utility with comments on recommended changes to the design with a copy to the oversight agent.
30. Schedule, prepare for and attend a meeting with district construction, the designer, the oversight agent and the project manager to conduct a Stage 2 constructability review.
31. Send preliminary final plans to utilities in the format they requested earlier.
32. Prepare, sign, and send to each utility a letter requesting they prepare and submit their utility relocation work plan mapped on INDOT drawings, 105 IAC 13-3-3(b).
33. Follow up with each utility until work plans with the following information are received:
 - a. work plan narrative;
 - b. relocation drawing having station, offsets and elevations;
 - c. cost estimate; and
 - d. easement documents (if reimbursable).

34. Review and discuss with the project manager when exceptions to INDOT Utility Accommodation Policy.
35. Review each utility relocation work plan to ensure that it is compatible and reasonable, 105 IAC13-3-3(e).
36. If necessary, prepare, sign, and send to the utility a letter notifying the utility that their relocation work plan is not acceptable and the reasons why not, 105 IAC 13-3-3(f).
37. If necessary, review each revised utility relocation work plan to ensure that it is compatible and reasonable, 105 IAC 13-3-3(f).
38. If necessary, prepare and provide to the utility an alternative utility relocation work plan that is compatible and reasonable, 105 IAC 13-3-3(f).
39. If necessary, review all requested changes to the alternative utility relocation-work plan, 105 IAC 13-3-3(f).
40. Provide a copy of each final work plan to the utility oversight agent for review and to the project manager to review and sign.
41. Prepare a letter to each utility that their final relocation work plan is approved and provide the letter to the utility oversight agent to sign, 105 IAC 13-3-3(f).
42. Send the approved work plan and permit letter to each utility to implement their final relocation work plan, 105 IAC 13-3-4(a).
43. Obtain easement documents from reimbursable utilities and ensure authenticity by a right-of-way engineer.
44. Obtain cost estimates from reimbursable utilities and validate reasonableness.
45. Prepare an agreement for reimbursable work, or for work that is to be included in the contract and send it to the utility oversight agent to review, 105 IAC 13-3-3(h).
46. Prepare a transmittal letter to send the utility agreement to the utility and provide it to the utility oversight agent to review and sign.
47. Send the signed transmittal letter and the utility agreement to the utility for signature.
48. Receive signed agreements from the utilities, review for completeness and accuracy; and forward for review and signature of INDOT signatories.
49. Send a copy of the fully executed agreement including a sample of a good invoice to the Utility.
50. Coordinate and attend utility coordination meetings and utility conflict resolution meetings as required, 105 IAC 13-3-3(b).
51. Prepare the utility coordination special provision and the utility coordination certificate and provide it to the utility oversight agent and project manager for review.
52. Upload into ERMS a copy of each signed and approved utility relocation work plan prior to the ready-for-contracts date.
53. Receive and review all letters from each utility and inform the designer, utility oversight agent and project manager of relevant information.
54. Send copies of all letters and the responses to all letters to the utility oversight agent.
55. Attend the final field check meeting and preconstruction meeting and discuss relevant utility facility relocation issues.
56. Perform constructability reviews stage 1, and stage 2, stage 3, mid-construction and post construction in accordance with the Constructability Manual.
57. Prepare a consolidated drawing (master relocation plan) on project plans that shows the location of all existing and proposed utility facilities.
58. Prepare a Gantt chart for all utility relocation work that reflects the start time, finish time and duration for each independent section of the utility facility relocation work. Ensure the chart has information regarding the geographical direction (east to west) the utilities are operating.
59. Distribute the “master” relocation plan and the Gantt chart to the utilities.
60. Periodically check the status of right-of-way acquisition stages and provide utilities the right-of-way certificate issued by INDOT.

61. Contact the right-of-way buyers and prioritize parcels needed for utility relocation and for the clearing contract. Try to obtain right-of-entry permit from the property owners for those parcels that won't be acquired in time for utility relocation.
62. Provide a notice to proceed to each utility to execute their approved work plan after the work plan has been reviewed, approved and a permit issued.
63. Review modified work plans of utilities (if any), and send with letter of amendment to the review and signature of the oversight agent, and the project manager. send signed letter of amendment to the Utility.
64. Review shop drawings by the INDOT contractor and validate compliance with utility relocation plans. Provide comments to the contractor and the designer, if there will be a conflict between the shop drawing and utility relocation plans.
65. Issue a notice-to-proceed letter to utilities when the right of way is physically cleared and staked, and when all preliminary works are done, indicating that the utilities can commence their relocation work.
66. In consultation with the construction engineer, the project manager, the designer, the contractor, the utility contact person, and the oversight agent; resolve any utility-related issues that may impact construction schedule or budget.
67. Review all utility-related change orders, all utility-related delay claims, and potential liquidated damages with the construction engineer.
68. Review documents that are the basis for selection of a utility consultant or contractors to ensure costs are reasonable and that the selection complies with FHWA requirements.
69. Prepare the letter that approves the consultant or contractor and provide the letter and the documents that are the basis for selection to the Utility oversight agent.
70. Manage the schedule for utility relocation work, attend weekly construction meetings and report the weekly progress of utility relocation work to the utility oversight agent, construction engineer, and project manager.
71. Prepare, sign, and send the letter acknowledging the utility facility relocation work is complete. This letter must also be signed by an INDOT construction engineer or oversight agent.
72. Prepare, sign, and send the letter requesting final invoices for reimbursable utility facility relocation work to meet the reimbursable agreement time frame.
73. With the assistance of the signal designer, the district traffic engineer shall identify the utility that is providing power service feeding existing and new signals.
74. Follow up with the signal designer to make sure that designs for new signals are completed at the early stage of the project and will be ready to be sent to all utilities together with the main project plan.
75. Send copies of new signal plans and plans of existing signals to remain in service to all utilities involved in the project.
76. Ensure that location information of new and existing service lines is shared with other utilities having facilities in the area.
77. Ensure that locations of service lines are included as an integral part of the relocation plans from the Utility that provides services to the new signals.
78. Ensure that work plans from the Utility providing service to the signal includes the schedules and other relevant information regarding the signal service lines.
79. Ensure that relocation plans from the Utility providing power service to signals indicate that the service lines feeding removed or relocated signals will either be removed or abandoned in place.
80. Ensure that the highway contractor and the construction engineer are aware of the details of the service lines feeding the new and existing signals.
81. Ensure that the utility special provision in the Contract Information Book (CIB) contains information regarding service lines for new and existing signals to remain active.

All deliverables prepared by the CONSULTANT shall be completed by a qualified professional staff of the CONSULTANT and checked for accuracy by another qualified professional staff of the CONSULTANT.

All deliverables prepared by the CONSULTANT shall be clearly marked on all pages or sheets with the identification of the qualified staff member who actually completed the original work and the identification of the qualified staff member who checked the deliverable for quality and accuracy.

CONSULTANT Shall Attend the Following Meetings based upon the tasks identified above as follows:

1. Task Item #19 – Stage 1 Constructability Review Meeting
2. Task Item #20 – Attend Preliminary Field Check
3. Task Item #50 – Utility Coordination and Conflict Resolution Meetings
4. Task Item #56 – Attend Final Field Check and Pre-Construction Meetings
5. Task Item #70 – Attend Weekly Construction Meetings (16)

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APPENDIX “B”

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Prior project studies if available
2. Utility plans available covering utility facilities govern the location of signals and underground conduits throughout the affected areas for Westfield controlled utilities
3. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
4. Survey deliverable format from the designer if different than Appendix A prior to the commencement of work.
5. Plans in PDF format for distribution of Utility Coordination.
6. Project Schedule and deliverable dates.

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APPENDIX “C”

SCHEDULE:

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

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

- | | |
|---------------------------------------|--------------------------------|
| • Anticipated Notice to Proceed | March 1, 2018 |
| • Complete Topographic Survey | 75 Days from NTP |
| • Complete Location Route Survey Plat | 30 Days from Survey Acceptance |
| • Initiate Utility Coordination | 75 Days from NTP |
| • Letting Date | July 14, 2021 |

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APPENDIX “D”

COMPENSATION

A. Amount of Payment

- 1) The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed \$ 97,700.00 (Section A.2 - \$ 97,700.00) unless an amendment is executed by the parties which increases the maximum amount payable.
- 2) The compensation type for the following services shall be lump sum. The maximum contract amount available for these services is \$ 97,700.00.

Task 1	Topographic Survey Data Collection	\$ 62,400.00
Task 2	Utility Coordination	\$ 35,300.00

- 3) For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each invoice shall be subject to approval as reasonable by LPA prior to any reimbursement therefore.

B. Method of Payment

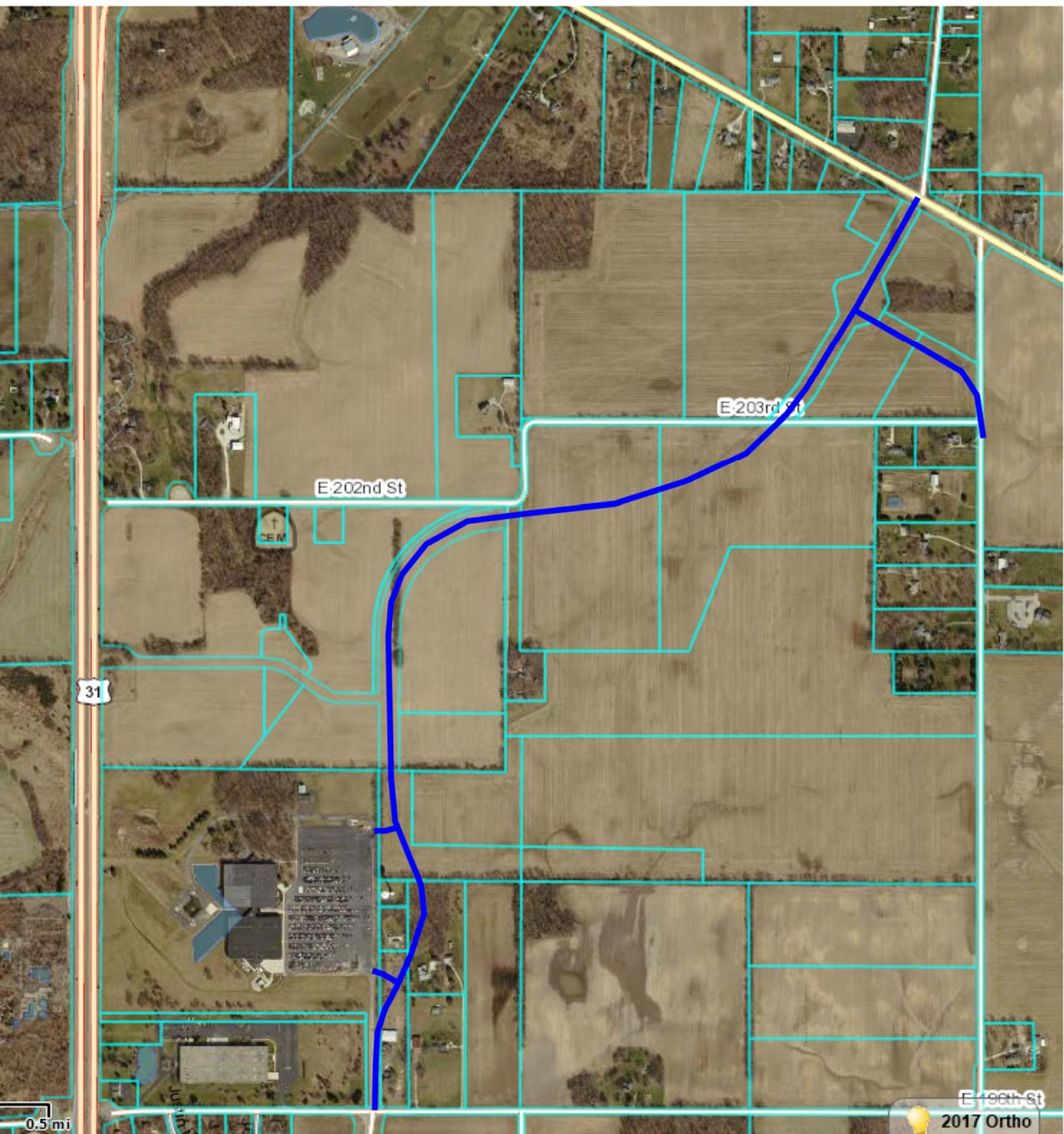
- 1) The CONSULTANT may submit one invoice voucher per calendar month for work covered under this Contract. The invoice vouchers shall be submitted to:

Mr. Jeremy Lollar
Director of Public Works
2706 East 171st Street
Westfield, Indiana 46074

The invoice vouchers shall represent the value (determined in accordance with section A of this Appendix), to LPA, of the partially completed work as of the date of the invoice voucher. CONSULTANT shall state in invoice percentage of completion for each task.

If LPA does not agree with the amount claimed by the CONSULTANT on an invoice voucher, it will send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT's address on page 1 of this Contract or the CONSULTANT's last known address.

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Attachment No 1



February 28, 2018

Consent Agenda Item:

Performance Bond Acceptance

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

- CalAtlantic Homes of Indiana, Liberty Ridge, Section 2, Bond #24231015, \$26,323.00, Erosion Control
- Henke Development, Chatham Hills, Section 4, Bond #2322925, \$1,559,215.68, Storm Drainage, Erosion Control, ROW and Private Street Pavement
- Henke Development, Chatham Hills, Section 4, Bond #2322926, \$238,480.00, Concrete Sidewalks & Asphalt Trails
- Fischer Development, Villages of Oak Manor, Section 4B, Bond #CMS0328937, \$7,500.00, Asphalt Path
- The Peterson Company, Bastian Northpoint, Bond #30024209, \$401,940.00, ROW & Private Street Pavement
- The Peterson Company, Bastian Northpoint, Bond #30027830, \$14,982.00, Concrete Sidewalks & Asphalt Trails
- The Peterson Company, Bastian Northpoint, Bond #30024208, \$44,325.93, Erosion Control
- The Peterson Company, Bastian Northpoint, Bond #30024207, \$122,706.10, Storm Sewer
- M/I Homes, Scofield Farms, Section 1, Bond #SUR0035942, \$91,595.00, Asphalt Surface
- M/I Homes, Scofield Farms, Section 1, Bond #SUR0035941, \$844,866.00, Storm Sewers & Sub-Surface Drains
- M/I Homes, Scofield Farms, Section 1, Bond #SUR0035944, \$53,812.00, Common Area Sidewalks & Common Area ADA Ramps
- M/I Homes, Scofield Farms, Section 1, Bond #SUR0035943, \$47,710.00, Common Area Path

Performance Bond Release

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

- CalAtlantic Homes of Indiana, Liberty Ridge, Section 1, Bond #0211110, \$594,890.00, Subsurface Drains
- CalAtlantic Homes of Indiana, Liberty Ridge, Section 1, Bond #0211112, \$60,448.00, sConcrete Curbs
- CalAtlantic Homes of Indiana, Liberty Ridge, Section 1, Bond #0211113, \$18,567.00, Concrete Walks
- CalAtlantic Homes of Indiana, Liberty Ridge, Section 1, Bond #30009197, \$242,905.00, 151st Street Paving Improvements
- M/I Homes, Waters Edge West, Section 1, Bond #60112718, \$38,021.35, Asphalt Surface

Maintenance Bond Acceptance

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

- United Infrastructure, Liberty Ridge, Section 1, Bond #8648790, \$54,081.00, Storm SSD
- CalAtlantic Homes of Indiana, Liberty Ridge, Section 1, Bond #0211113-M, \$1,687.90, Concrete Walks
- Sitecrete, LLC, Liberty Ridge, Section 1, Bond #30027660, \$5,495.00, Curbs
- E&B Paving, Liberty Ridge, Section 1, Bond #30031845, \$22,082.30.00, 151st Street Improvements – Stone Base, Asphalt Base, Asphalt Binder, & Asphalt Surface
- Timberstone Development, Sheffield Park, Section 1, Rider to Maintenance Bond #1151400, date change from 9/6/2020 to 9/6/2017. Mistakenly put beginning date of maintenance bond as September 6, 2020, rather than September 6, 2017.
- E&B Paving, Scofield Farms, Section 1, Bond #30031849, \$27,143.30, Onsite Stone, Asphalt Binder, & Temporary Culdesacs
- Sitecrete, LLC, Scofield Farms, Section 1, Bond #30027662, \$7,464.00, Curbs
- M/I Homes, Waters Edge West, Section 1, Bond #60125436, \$3,456.49, Asphalt Surface

Maintenance Bond Release

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

- None

Cash In Lieu of Bond

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

- None

Letter of Credit

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

- None

Letter of Credit

The Westfield Public Works Department is recommending that the Board of Public Works and Safety release the following Letter of Credit for the requested developments:

- None



February 27, 2018

Mr. Phil Sundling, P.E.
Westfield City Engineer
2706 E. 171st Street
Westfield, Indiana 46074

Re: Des. No.: 1700728
East Street Extension
196th Street to State Road (SR) 38
Westfield, Hamilton County, Indiana
Loch Group No. 217-0058; Preliminary Assessment and Fee Justification

Dear Mr. Sundling:

Thank you for selecting Lochmueller Group to complete the environmental documentation for the referenced project. The following is our understanding of the project scope and the scope of our services.

Proposed Action – The proposed project involves an extension to East Street between 196th Street and SR 38. The proposed road will consist of two lanes (one in each direction) that are separated by a raised or depressed median. A designated bike lane will be incorporated into the pavement section of each lane direction, and a multi-use path will be included along the west side of proposed East Street. Curb and gutter will border the outside section of each lane, while shoulders will be constructed along the inside section of each lane.

Scope of Work – The CONSULTANT shall carry out environmental analyses and develop the appropriate level of National Environmental Policy Act (NEPA) documentation for the project in accordance with Indiana Department of Transportation (INDOT) environmental procedures as determined by the anticipated project impacts. A Level 4 Categorical Exclusion (CE-4) is anticipated for this project. The environmental services required to develop this project shall be in accordance with the *Procedural Manual for Preparing Environmental Documents* (2008) and the most recent *INDOT Categorical Exclusion Manual* and revisions thereto. Copies of these documents are on file with INDOT and are incorporated by reference and made a part hereof.

1. **Project Management/Coordination** – This task includes all file management, monthly project updates, review of project budget, and general project management activities for preparation of the CE.
2. **Identify Property Owners and Distribute Notice of Entry for Survey** – The CONSULTANT will identify existing nearby property owners and mail Notice of Entry letters to them prior to the commencement of any field work. Property owner information will be identified using an online county GIS website. Providing this notification at least five (5) days ahead of starting any field investigations is a requirement by INDOT.
3. **Field Inspection** – This task includes a field inspection of the proposed area for no more than three (3) alternatives. The field inspection will be completed by qualified professional historians to document any above-ground structures within the Area of Potential Effects (APE). It assumes there are no more than two (2) historic properties are within the APE. Biologists will also document other potential environmental resources, including any streams, wetlands, businesses, recreational facilities, hazardous materials, etc. At this level, potential wetlands within the

footprint of each alternative will only be determined, not delineated. A formal delineation will only be completed on the preferred alternative (see Task 10)

4. **Purpose & Need** – The CONSULTANT will determine measures of transportation and economic performance. These measures will reflect a high-level needs analysis in the project area. This need analysis will use existing published data for the project area (such as economic data from the US Census/American Community Survey, published INDOT crash statistics, and traffic operations) as well as congestion from traffic assignments. Possible examples include various measures congestion relief, crash reduction, and user cost savings. This task assumes any traffic and crash data will be provided by others.
5. **Red Flag Investigation** - The CONSULTANT shall conduct a Red Flag Investigation (RFI) of the project corridor. The Red Flag investigation will include a preliminary analysis of publicly available infrastructure, environmental, hydrological and cultural resources data within the project corridor. In addition, the IDEM Virtual File Cabinet will be reviewed to assess the potential for sites requiring additional investigation due to potential soil and/or groundwater contamination. A narrative summary and maps depicting findings of the RFI will be produced. The RFI will be prepared in general accordance with the INDOT Hazardous Materials Unit Operating Manual, Section 3.1. If after completion of the Red Flag survey and preliminary site investigation it is determined the project will require a Phase I Initial Site Assessment (ISA), Phase II Site Investigation, or development of a remediation work plan the services required to complete these additional investigations will be considered out of scope and additional or supplemental services will be required.
6. **Early Coordination** - The CONSULTANT shall develop early coordination packages (including letters, general location mapping, Red Flag Investigation maps, and photographs) and distribute to the appropriate resource agencies listed in the most recent *INDOT Categorical Exclusion Manual*.
7. **Alternatives Analysis** – The CONSULTANT will prepare a matrix that compares no more than three (3) build alternatives. The resources for which the impact comparison will be completed will be identified through the field inspection (Task 3) and from agency responses to early coordination (Task 6). Alignments for each of the three alternatives and associated footprints will be provided by others. This analysis will be incorporated into the CE-4.
8. **Section 106 Consultation and Documentation** – The CONSULTANT shall provide specialized studies required to complete the environmental document including evaluation of potential historic or cultural resources. This shall include a Historic Properties Report (HPR), Archaeological Records Check, and an Archaeological Field Reconnaissance as required. The CONSULTANT shall prepare appropriate Section 106 documentation in accordance with the INDOT Cultural Resources Manual. It is anticipated the project will result in a finding of “No Adverse Effect.” If consultation with INDOT and the State Historic Preservation Officer result in the identification of a resource eligible for listing on the National Register of Historic Places which could result in a finding of “Adverse Effect,” additional services will be required to complete the Section 106 process. These additional services will be considered out of scope, and additional or supplemental services will be required to complete the required consulting parties coordination and/or the preparation of a Memorandum of Agreement.

9. **Section 4(f) and Section 6(f)** – The nearest known property to the project that is protected by Section 4(f) of the U.S. Department of Transportation Act is Macgregor Park, which is approximately 0.6 mile northwest of the Anthony Road and SR 38 intersection. This park also has obtained funds from the Land and Water Conservation Fund, and is considered a Section 6(f) resource. None of the likely alternatives are anticipated to use land from this resource. Therefore, it is not anticipated that Section 4(f) or Section 6(f) documentation will be required as part of this project. If during development of the preferred alternative it is determined a Section 4(f) or Section 6(f) resource will be impacted and a Section 4(f) or Section 6(f) evaluation is necessary, additional or supplemental services will be required to develop and evaluate potential avoidance alternatives, determine whether any alternatives are feasible and prudent, and analyze impacts from identified avoidance alternatives, as required for individual evaluations
10. **Wetland Delineation and “Waters of the U.S.” Report** – The CONSULTANT shall prepare a Wetland Delineation Report, including the necessary stream assessments to determine the presence of wetlands and other aquatic resources that are regulated by the US Army Corps of Engineers (USACE) and/or Indiana Department of Environmental Management (IDEM). The Wetland Delineation Report will include the location of wetlands or waterways and coordination with the design engineers regarding avoidance alternatives for the proposed project. The Wetland Delineation will be prepared in accordance with the USACE Wetland Delineation Manual (1987) and guidance provided by the USACE since 1991, including the appropriate Regional Supplement to the Corps of Engineers Wetland Delineation Manual. If it is determined that water quality permits will be required for unavoidable impacts to identified water resources, additional or supplemental services will be required to prepare the appropriate permit applications.
11. **Noise Analysis** – The CONSULTANT shall conduct an analysis of noise impacts consistent with the most recent versions of the INDOT Traffic Noise Analysis Procedures and revisions thereto. A copy of this document is on file with INDOT and are incorporated by reference and is made a part hereof. This evaluation shall include determination of existing noise levels, identification of noise receptors, predictions of future noise levels, evaluation of impacts, and an analysis of noise abatement. If during consultation with INDOT it is determined the proposed project will require design of noise abatement, the work required to complete these additional investigations will be considered out of scope and additional or supplemental services will be required.
12. **Environmental Justice Analysis** – The CONSULTANT shall conduct an analysis of Environmental Justice and Community Impacts as required under Executive Order 12898 consistent with the procedures outlined in the most recent versions of the INDOT Categorical Exclusion Manual and Public Involvement Procedures Manual and revisions thereto. A copy of these documents are on file with INDOT and are incorporated by reference and are made a part hereof. This evaluation shall include analysis of available US Census data to identify populations of concern, identification of impacts from the proposed project, coordination with local community representatives to quantify the project’s effects, and determination of appropriate mitigation if unavoidable and disproportionate impacts are identified. If during consultation with INDOT and Federal Highway Administration (FHWA) it is determined additional consultation meetings and/or additional community coordination is required, the work required to complete these additional investigations will be considered out of scope and additional or supplemental services will be required.
13. **Categorical Exclusion (Level 4)** – The CONSULTANT shall prepare for approval and distribution the appropriate level of environmental documentation. The project is currently scoped as a CE-4 as it involves a roadway on new alignment, and does not fall under the U.S. Fish and Wildlife Service’s

(USFWS) species specific Programmatic Agreement pertaining to the Indiana bat and northern long-eared bat. This scope includes a two (2) revisions of the CE document to address any INDOT and FHWA comments. In addition, this task includes updating the draft CE following the completion of the public involvement requirements (Task 14), and submitting the final CE to INDOT and FHWA for approval.

14. **Public Hearing** – The CONSULTANT shall prepare necessary documentation to advertise and conduct a Public Hearing for the project. Public notices and presentation graphics will be prepared for the Public Hearing and Public Information Meeting in accordance with the most recent version of the INDOT Public Involvement Procedures Manual and revisions thereto. A hearing transcript and responses to public comment will be prepared to facilitate the Public Hearing Certification. If the LPA requests additional public involvement meetings be held, additional or supplemental services will be required to facilitate these meetings.
15. **Meetings** – The CONSULTANT will organize, attend, and prepare minutes for two meetings with the FHWA and INDOT Environmental Services, and two meetings with the client.

Fee – Using the above information, a fee of **\$86,900** has been developed. This fee includes research / field inspection by a qualified historian and biologist, completion of the following technical reports; an HPR, a Phase Ia archaeological field reconnaissance, a formal noise analysis, and wetland delineation / “waters of the U.S.” report. This fee also includes coordination with various local, state, and federal agencies, and preparation of documentation that satisfies INDOT and FHWA requirements under the National Environmental Policy Act. A public hearing will also be scheduled, and a CE-4 will be prepared.

Schedule – It is anticipated the draft CE-4 would be submitted to INDOT for review within 9 months of receiving a Notice to Proceed, providing adequate design information is supplied, and there is no inclement weather or property owner access issues. A public hearing would be able to occur within one month following release of the draft CE-4 for public involvement. Final approval of the CE-4 is anticipated within two (2) months following receipt of public involvement certification. This cost is good for one year.

Very truly yours,



Chad Costa
Environmental Manager
Lochmueller Group

			Environmental Fee								
PROJECT:			East Street Extension						INDOT Des No.:		1700728
Client Name:			City of Westfield						Lochmueller Proj. No.:		217-0058
DESCRIPTION	Year	STAFF HOURS BY CLASSIFICATION							TOTAL	TOTAL	
		Env. Services Manager	Environmental Biologist IV	Environmental Biologist III	Environmental Biologist I	Historian/Sec. 106 Specialist II	GIS/CAD Administrator	Admn Tech II	HOURS	SALARY COST	
									/ TASK	/ TASK	
Environmental											
Task 1: Project Management/Coordination	2018	24	0	6	0	0	0	0	30	\$6,024.72	
Task 2: Identify Property Owners and NOE for Survey Distribution	2018	0	0	2	4	0	0	2	8	\$811.24	
Task 3: Field Inspection	2018	0	0	12	12	12	0	0	36	\$3,860.52	
Task 4: Purpose & Need	2018	4	0	6	0	0	0	0	10	\$1,586.32	
Task 5: Red Flag Investigation	2018	2	0	4	16	0	0	0	22	\$2,474.40	
Task 6: Early Coordination	2018	2	0	6	14	0	0	2	24	\$2,698.84	
Task 7: Alternatives Analysis	2018	4	0	10	4	0	2	0	20	\$2,688.60	
Task 8: Section 106 Consultation / Documentation	2018	8	0	0	0	72	2	4	86	\$10,132.84	
Task 9: Section 4(f) / Section 6(f)	2018	0	0	0	0	0	0	0	0	\$0.00	
Task 10: Wetland Delineation/Waters of the U.S. Report	2018	2	0	48	48	0	2	0	100	\$10,972.68	
Task 11: Noise Analysis	2018	8	82	0	0	0	2	0	92	\$14,532.24	
Task 12: Environmental Justice Analysis	2018	2	0	4	4	0	0	0	10	\$1,300.80	
Task 13: Categorical Exclusion (Level 4)	2018	4	0	12	52	0	0	0	68	\$7,370.56	
Task 14: Public Hearing	2018	16	0	28	20	0	6	2	72	\$9,690.16	
Task 15: Meetings	2018	24	0	24	0	0	0	0	48	\$8,120.64	
									0	\$0.00	
SUBTOTAL: Environmental		100	82	162	174	84	14	10	626	\$82,264.56	
	ECI										
2018 Hourly Rate		\$221.92	\$152.58	\$116.44	\$97.80	\$107.47	\$122.66	\$93.58			
2019 Hourly Rate	2.0%	\$226.36	\$155.63	\$118.77	\$99.76	\$109.62	\$125.11	\$95.45			
2020 Hourly Rate	2.0%	\$230.89	\$158.74	\$121.15	\$101.76	\$111.81	\$127.61	\$97.36			
2021 Hourly Rate	2.0%	\$235.51	\$161.91	\$123.57	\$103.80	\$114.05	\$130.16	\$99.31			
2022 Hourly Rate	2.0%	\$240.22	\$165.15	\$126.04	\$105.88	\$116.33	\$132.76	\$101.30			
2023 Hourly Rate	2.0%	\$245.02	\$168.45	\$128.56	\$108.00	\$118.66	\$135.42	\$103.33			
SUBTOTAL Labor Cost										\$82,264.56	
DIRECT EXPENSES - Lochgroup											
Direct Expenses Cost	Trips	Unit Cost	Units	Quantity							
Mileage	4	\$ 0.38	Miles	30						\$45.60	
Mileage (On-Site)	0	\$ 0.38	Miles	0						\$0.00	
Lodging	0	\$ 90.00	Night	0						\$0.00	
Per Diem	0	\$ 26.00	Day	0						\$0.00	
Section 106 Public Notice										\$75.00	
Legal Notice of Planned Improvement										\$100.00	
Court Reporter (for public hearing)										\$600.00	
Archaeological (106 Consulting LLC)										\$3,750.00	
SUBTOTAL Direct Non-Salary Cost										\$4,570.60	
TOTAL:										\$86,835.16	
USE AS FEE										\$86,900.00	

106 Consulting LLC

Office (513) 620-6770

Cell (765) 212-0659

louisbubb@gmail.com

February 26, 2018

Lochmueller Group, Inc.

3502 Woodview Trace, Suite 150
Indianapolis, IN 46268
Attn: Mr. Chad E. Costa

Mr. Costa:

After reviewing the information provided in your August 2nd e-mail – regarding the proposed East Street Extension project in Washington Township, Hamilton County – 106 Consulting LLC (106C) recommends the completion of an archaeological records check and a Phase I field reconnaissance. Assuming that the agricultural fields within the proposed project area would exhibit adequate surface visibility for a walkover survey, 106C could conduct an archaeological records check, the Phase I field reconnaissance and produce a report of findings for a total cost of \$3,750.

We could complete this work within sixty (60) days of your notice-to-proceed – weather permitting and assuming that all rights of property access have been obtained for the survey.

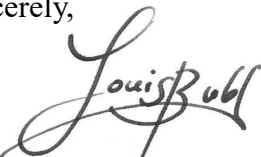
The proposed field reconnaissance would comply with the current Indiana Division of Historic Preservation and Archaeology (DHPA) guidelines. In general, fieldwork will consist of:

- pedestrian survey at 10 m (33 ft) intervals, where surface visibility is greater than 30 percent
- shovel test survey at 49 ft (15 m) intervals, where surface visibility is less than 30 percent
 - Shovel tests will be 35 cm (14 in) in diameter and up to 50 cm (20 in) deep
 - Shovel test fills will be screened
 - If artifacts are located, the shovel test interval will be reduced to 5 m (16 ft)
- soil cores to be excavated in regions mapped to contain alluvial soils

Following the fieldwork, a report compliant with established DHPA guidelines will be drafted. It will provide a general overview of the survey and preliminary National Register of Historic Places assessments for any cultural resources encountered inside the survey area.

If you have any questions or concerns, please feel free to contact me. Thank you for the opportunity to submit a bid for this project.

Sincerely,



Louis Bubb, MA

Principal Investigator
106 Consulting LLC