



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda_02_27_2014

Thursday, February 27, 2014 at 02:30 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Thursday, February 27, 2014 at 02:30 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 30, 2014

Documents: [Minutes- 1/30/14](#)

Presentations

None

Ordinances and/or Resolutions

None

Quote Approval

None

Bid Approval

None

Construction Standards & Specifications Changes

None

Change Orders

None

Contracts/Leases

Action Item#2: Grand Park Contract Authorization

Documents: [Grand Park Contract Authorization](#)

Action Item #3: Police Department Law Enforcement Equipment & Vehicle Leases

Documents: [WPD Leases](#)

Agreements and/or Memorandum of Understanding (MOU)

Action Item #4: Fire Department General Liability Release of Claims

Documents: [WFD Release of Liability](#)

Action Item #5: Duke Energy Agreement

Documents: [Duke Energy Agreement](#)

Action Item #6: Vectren Energy Agreement

Documents: [Vectren Energy Agreement](#)

Consent Agenda

Action Item #7: Performance Bond Release

Documents: [Performance Bond Release](#)

Department Reports

Fire

Documents: [WFD Report](#)

Parks and Recreation

Documents: [WPRD Report](#) | [WPRD 2013 Year End Report](#)

Police

Documents: [WPD Report](#)

Public Works

Documents: [WPWD Report](#) | [Grand Park Status Update](#) | [Grand Park Program Budget](#)



**City of Westfield Fire Department
Board of Public Works & Safety Report
January 1st – 31st, 2014**

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

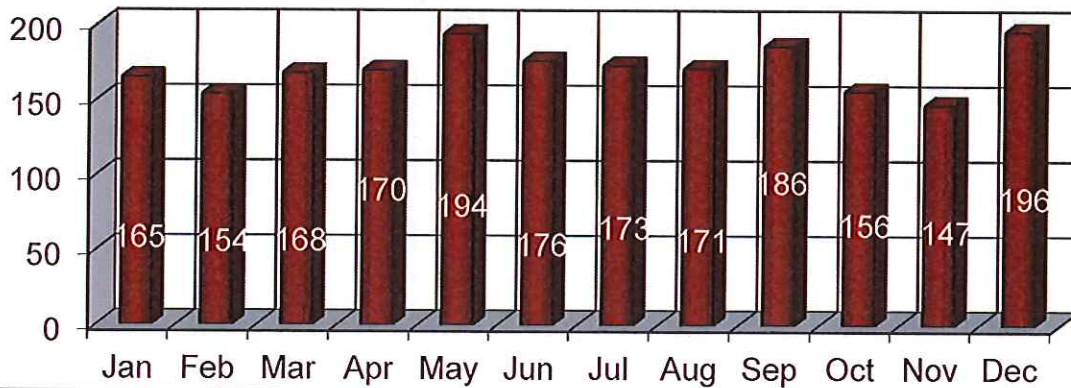


Westfield Fire Department 2014 Incident Statistics By Fire / Medical Groups

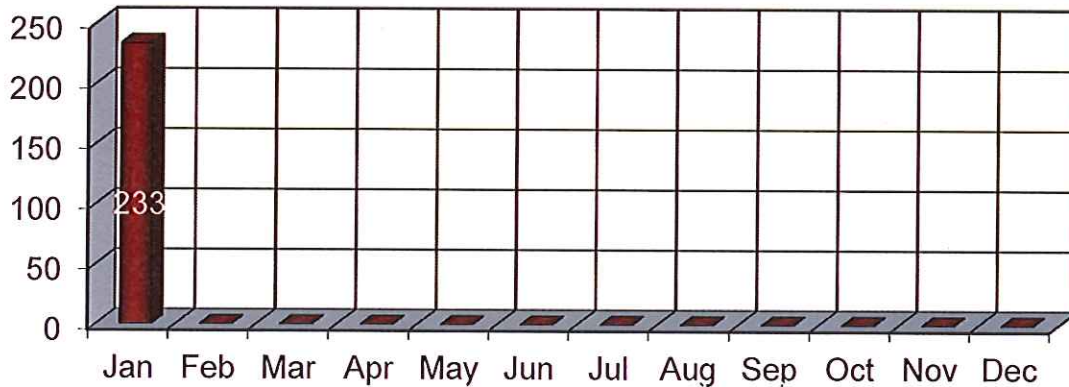


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Total WFD Fire Incidents	130												130	55.8%
Total WFD Medical Incidents	103												103	44.2%
Total WWFD Incidents	233	0	0	0	0	0	0	0	0	0	0	0	233	100%

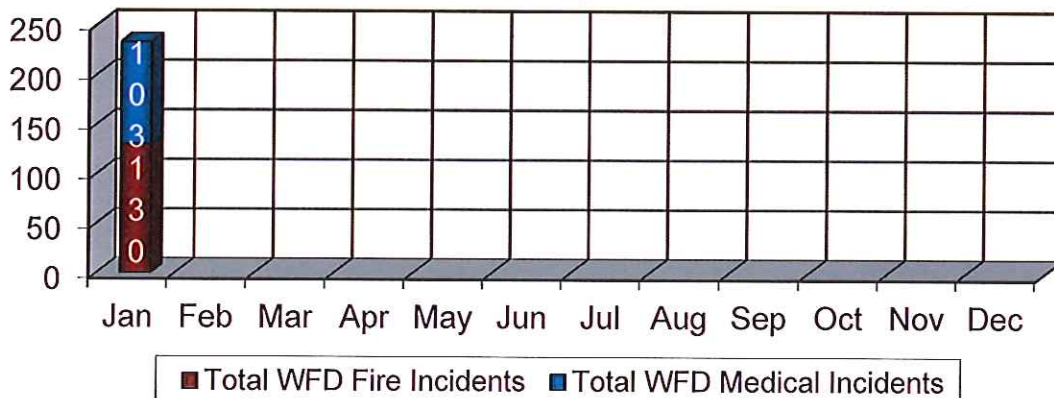
**Westfield Fire Department
2013 Total Incidents**



**Westfield Fire Department
2014 Total Incidents**



**Westfield Fire Department
2014 Incidents by Fire/Medical**



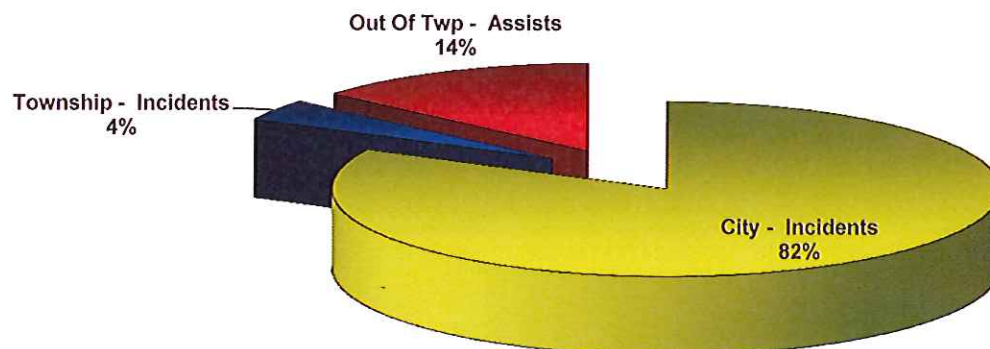


**Westfield Fire Department
2014 Fire/Medical Incidents
By Governmental Area**



2014 Incidents	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
City - Incidents	192												192	82.4%
Township - Incidents	9												9	3.9%
Out Of Twp - Assists	32												32	13.7%

**Westfield Fire Department
2014 Incidents by Governmental Areas**



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



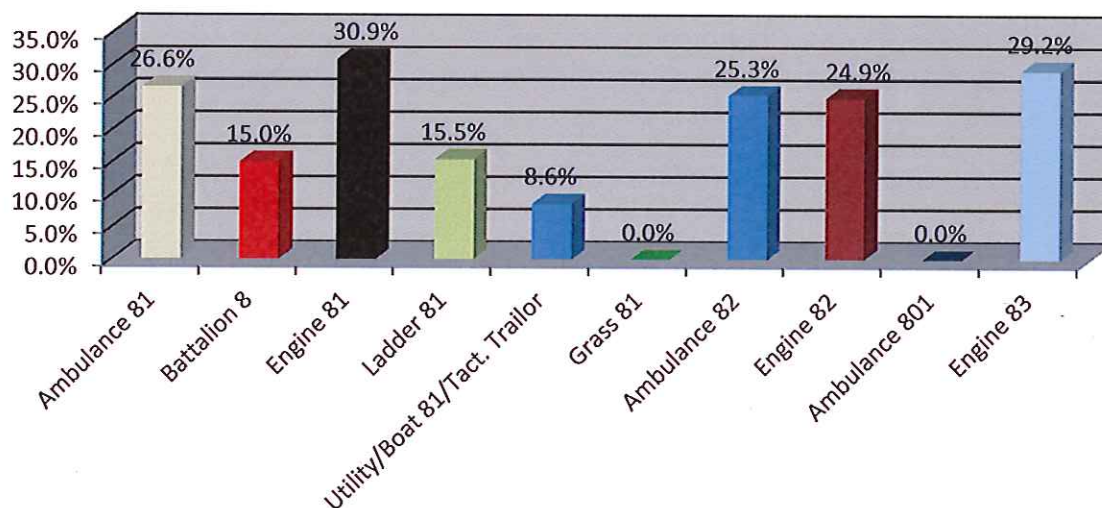
Westfield Fire Department **2014 Total Apparatus Responses** **By Unit & Station**



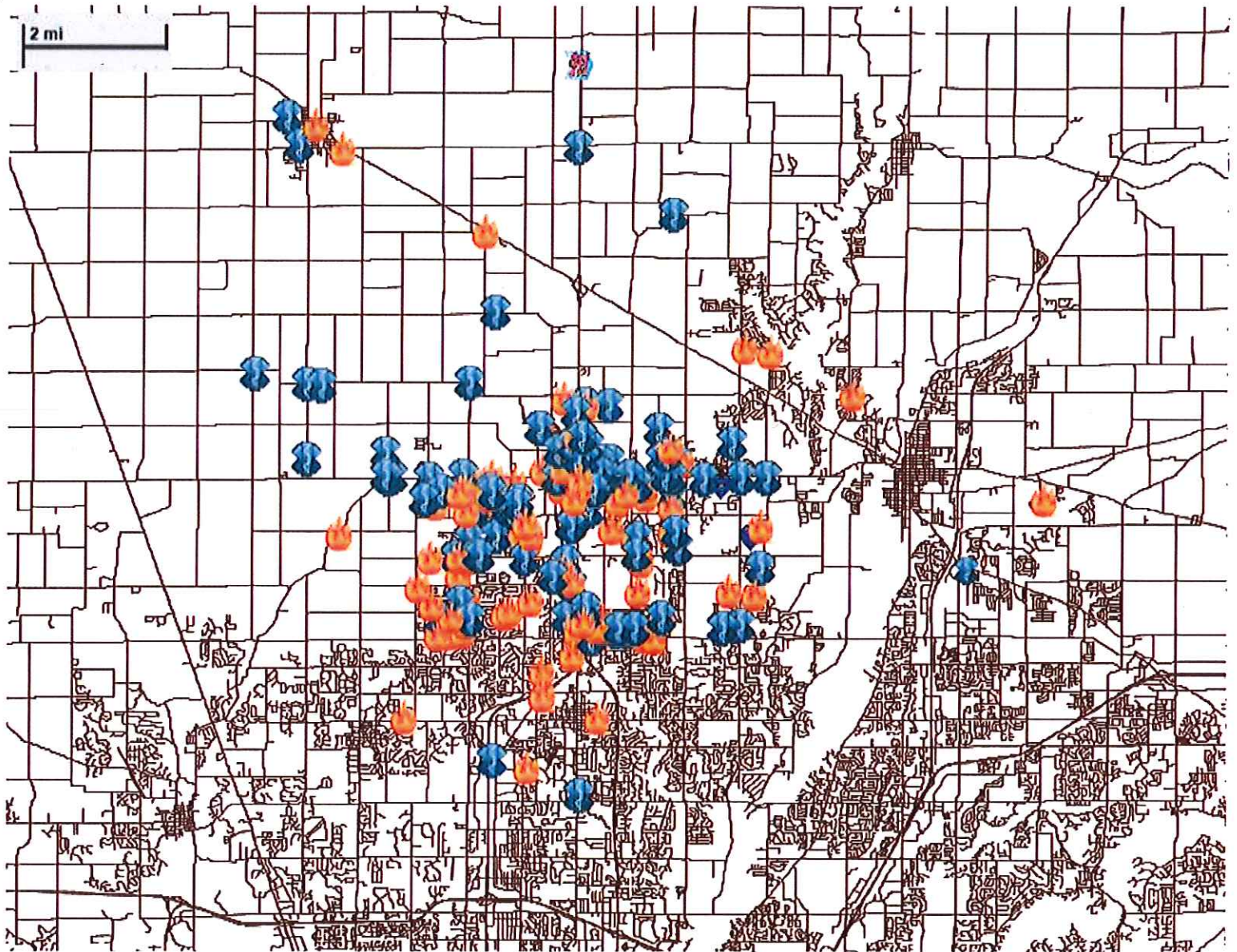
<u>Station 81 Responses</u>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
Ambulance 81	62												62	26.6%
Battalion 8	35												35	15.0%
Engine 81	72												72	30.9%
Ladder 81	36												36	15.5%
Utility/Boat 81/Tact. Tractor	20												20	8.6%
Grass 81	0												0	0.0%

<u>Station 82 Responses</u>	Jan	Feb	March	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
Ambulance 82	59												59	25.3%
Engine 82	58												58	24.9%
Ambulance 801	0												0	0.0%
<u>Station 83 Responses</u>													Totals	%
Engine 83	68												68	29.2%

Westfield Fire Department **2014 Total Apparatus Responses**



FIRE AND MEDICAL RUNS FOR THE MONTH OF JANUARY 2014



Westfield Fire Department

Kristen Custom Report

Alarm Date Between {01/01/2014} And {01/31/2014}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
	1	0.42%	\$0	0.00%
	1	0.42%	\$0	0.00%
1 Fire				
112 Fires in structure other than in a building	1	0.42%	\$700	100.00%
140 Natural vegetation fire, Other	1	0.42%	\$0	0.00%
	2	0.85%	\$700	100.00%
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	2	0.85%	\$0	0.00%
3113 STAT Care Air Medical	1	0.42%	\$0	0.00%
320 Emergency medical service, other	6	2.56%	\$0	0.00%
321 EMS call, excluding vehicle accident with	74	31.62%	\$0	0.00%
322 Motor vehicle accident with injuries	10	4.27%	\$0	0.00%
323 Motor vehicle/pedestrian accident (MV Ped)	1	0.42%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	2	0.85%	\$0	0.00%
381 Rescue or EMS standby	1	0.42%	\$0	0.00%
	97	41.45%	\$0	0.00%
4 Hazardous Condition (No Fire)				
400 Hazardous condition, Other	1	0.42%	\$0	0.00%
412 Gas leak (natural gas or LPG)	1	0.42%	\$0	0.00%
424 Carbon monoxide incident	1	0.42%	\$0	0.00%
444 Power line down	4	1.70%	\$0	0.00%
445 Arcing, shorted electrical equipment	4	1.70%	\$0	0.00%
461 Building or structure weakened or collapsed	1	0.42%	\$0	0.00%
	12	5.12%	\$0	0.00%
5 Service Call				
511 Lock-out	1	0.42%	\$0	0.00%
520 Water problem, Other	6	2.56%	\$0	0.00%
522 Water or steam leak	13	5.55%	\$0	0.00%
531 Smoke or odor removal	5	2.13%	\$0	0.00%
550 Public service assistance, Other	4	1.70%	\$0	0.00%
551 Assist police or other governmental agency	18	7.69%	\$0	0.00%
553 Public service	1	0.42%	\$0	0.00%
554 Assist invalid	5	2.13%	\$0	0.00%

Westfield Fire Department

Kristen Custom Report

Alarm Date Between {01/01/2014} And {01/31/2014}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
5 Service Call	53	22.64%	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	1	0.42%	\$0	0.00%
611 Dispatched & cancelled en route	23	9.82%	\$0	0.00%
621 Wrong location	1	0.42%	\$0	0.00%
622 No Incident found on arrival at dispatch	1	0.42%	\$0	0.00%
651 Smoke scare, odor of smoke	1	0.42%	\$0	0.00%
671 HazMat release investigation w/no HazMat	1	0.42%	\$0	0.00%
	28	11.96%	\$0	0.00%
7 False Alarm & False Call				
700 False alarm or false call, Other	4	1.70%	\$0	0.00%
710 Malicious, mischievous false call, Other	1	0.42%	\$0	0.00%
730 System malfunction, Other	1	0.42%	\$0	0.00%
731 Sprinkler activation due to malfunction	5	2.13%	\$0	0.00%
733 Smoke detector activation due to	5	2.13%	\$0	0.00%
735 Alarm system sounded due to malfunction	2	0.85%	\$0	0.00%
736 CO detector activation due to malfunction	5	2.13%	\$0	0.00%
740 Unintentional transmission of alarm, Other	3	1.28%	\$0	0.00%
741 Sprinkler activation, no fire -	3	1.28%	\$0	0.00%
743 Smoke detector activation, no fire -	3	1.28%	\$0	0.00%
744 Detector activation, no fire -	2	0.85%	\$0	0.00%
745 Alarm system activation, no fire -	6	2.56%	\$0	0.00%
746 Carbon monoxide detector activation, no CO	1	0.42%	\$0	0.00%
	41	17.52%	\$0	0.00%

Total Incident Count: 234

Total Est Loss:

\$700



Mayor
Andy Cook

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

Clerk Treasurer
Cindy J. Gossard

Parks and Recreation

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

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

To: Westfield Board of Works

From: Melody Jones

CC: Todd Burtron

Date: February 19, 2014

RE: Park Department Report for February 2014

Dear Board Members:

Snow, Snow and more Snow: Obviously snow has impacted the primary function of the department since your last meeting.

Year in Review: included with this report is the Westfield Parks and Recreation Year in Review which highlights what we accomplished in 2013.

Grant Award: We are excited to announce Westfield received the IDNR Urban Forestry Grant in the amount of \$4,800 to pay the salary of an intern for the summer to complete the City tree inventory. We will keep you informed of this project.

Maintenance Division: With the warm up this week we have been able to replace the sump pump in the mechanical room at Quaker Park. We had to wait until it thawed out to work in the pit. We plan to install a heater in this building to keep it from freezing in the future.

With the amount of snow and extreme temperatures outdoor projects have been put on hold. As soon as the weather permits, hazardous tree removal will begin. The tree inventory audit is being conducted. Asa Bales Park has been completed. Plans are to have the assessment completed by the end of March. Additional time has been spent conducting equipment maintenance.

Chris McConnell is very busy working on the landscaping plans for the proposed roundabouts being constructed by the City in 2014 and 2015.

Programing: In addition to the regularly planned programs we will be introducing ESL classes starting in May. This has come about as a result of an outreach initiative started by Todd Burtron. This committee has also submitted a grant application to start a community garden project in North Glen Village. We hope to hear soon regarding the award.

A variety of classes have filled in January and February including photography, fitness, knitting, painting and kids engineering classes. 50% of the senior classes offered have filled this month.

Special Events: Planning is underway for all events scheduled for the 2014 event season. We continue to have great response with volunteers and other departments stepping up to help with the city events.

Teresa Evan in the Communications Department has created a sponsorship booklet that will be used to solicit sponsors for all the events we will host this year. The booklet will be printed and available in two weeks.

PARKS PROJECTS: Major construction projects will be handled Ken Alexander and Public Works and as such Ken will be presenting project information as needed.

Parks and Recreation

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

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

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

January 2014

Table of Contents

	Page
1. Field Activity Performance Measures	
a) Events by Nature/Calls for Service	1
b) Calls by Day of Week	2
c) Calls by Hour of Day	3
d) Total Calls by Month Chart	4
e) UCR Offenses	5
f) Non-UCR Offenses	6
g) Arrests	7
h) Traffic Accidents	7
i) Traffic Stops Citations & Warnings	7
j) Traffic Stops by Day of Week	8
k) Traffic Stops by Hour of Day	9
l) Traffic Stops by Month Chart	10
2. Community Events	
a) Summary	11
3. Fuel Purchases	
a) Monthly Fuel Purchases	12
4. Training	
a) Summary	13
5. Performance Counseling Statements	14

WESTFIELD POLICE DEPARTMENT

January 2014

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

Abduction/ Kidnapping	0
Abuse/ Abandonment/Neglect	1
Admin- K-9 Detail	0
Admin- Log Information	0
Admin-Public Relations	0
Admin- Special Detail	0
Admin- Test Calls	0
Admin- Tow Release	1
Admin- Warning Correction	0
Alarm- Bank	3
Alarm- Business	74
Alarm- Residence	96
Animal- Complaints	37
Assault- Battery	2
Assault- Sexual	0
Assist- Fire Incident	8
Assist- Medical Incident	8
Assist- Other Agencies	18
Bomb Found/ Suspicious Pkg	0
Burglary/ Home Invasion	5
Damage/ Vandalism/ Mischief	1
Deceased- All Others	0
Disturbance- Fireworks Cmplt	1
Disturbance- Loud Party	0
Disturbance- Noise Complaint	3
Disturbance- Nuisance	1
Disturbance- Physical (fight)	4
Disturbance- Verbal	5
Domestic Disturbance	4
Drugs- Complaint	6
Fraud- Criminal Deception	0
Fraud- Forgery	9
Fraud- Prescription	0
Harassment/ Stalking/ Threat	15
Indecency / Lewdness	1
Intoxicated- Possible DUI	5
Mental/ Emotional- Behavioral	2
Miscellaneous	6

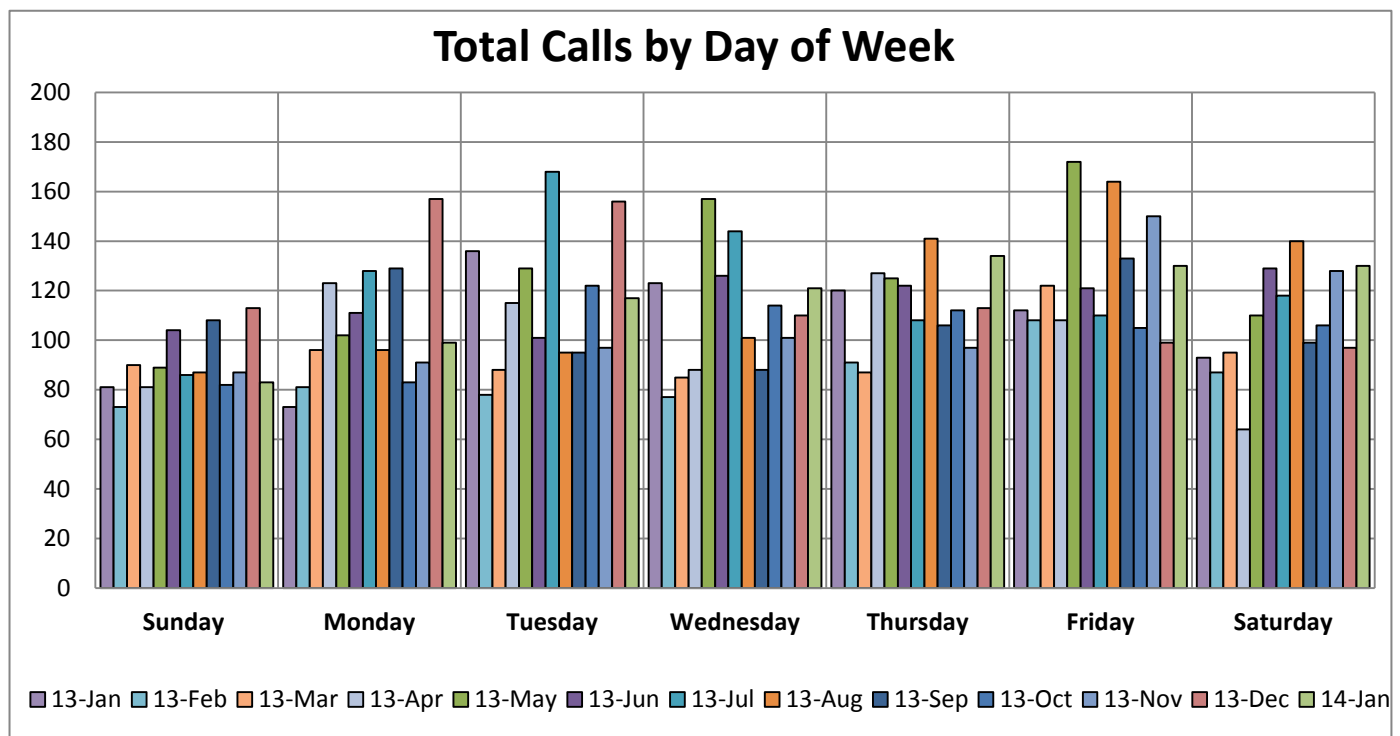
Person-Missing	2
Persons- Runaway	1
Robbery-Carjacking	1
Service Call- 9-1-1 Hang Up	9
Service Call- Damage to Property	6
Service Call- Found Property	6
Service Call- Keep the Peace	16
Service Call- Lost Property	3
Service Call- Notification	2
Service Call- Security Check	5
Service Call- Vehicle Lockout	69
Service Call- Vin Check	19
Service Call- Welfare Check	33
Suicidal- Attempted	0
Suicidal- Persons Threatening	0
Supplemental- Case Follow Up	17
Suspicious- Noises	3
Suspicious- Open Door/ Window	3
Suspicious- Person/Prowler	17
Suspicious- Solicitor	6
Suspicious- Vehicle	21
Theft- From a Vehicle	5
Theft- Of a Vehicle	1
Theft- Others	24
Theft- Shoplifting	3
Trespassing/ Unwanted Person	0
Trfc Complaint - Abandoned Veh	8
Trfc Complaint- Driving Issues	18
Trfc Complaint- Parking Issues	12
Trfc Hazard- Debris in Road	16
Trfc Hazard- Disabled Vehicle	84
Trfc Hazard- Trfc Signal Out	2
Trnsprtn Acdnt- MV Hit & Run	5
Trnsprtn Acdnt- MV Prop Damg	71
Trnsprtn Acdnt- MV Prsnl Inj	9
Wanted- Warrant Service	0
Weapons- Person Carrying	0
Weapons- Shot Fired	1

WESTFIELD POLICE DEPARTMENT

January 2014

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

DAY	13-Jan	13-Feb	13-Mar	13-Apr	13-May	13-Jun	13-Jul	13-Aug	13-Sep	13-Oct	13-Nov	13-Dec	14-Jan
Sunday	81	73	90	81	89	104	86	87	108	82	87	113	83
Monday	73	81	96	123	102	111	128	96	129	83	91	157	99
Tuesday	136	78	88	115	129	101	168	95	95	122	97	156	117
Wednesday	123	77	85	88	157	126	144	101	88	114	101	110	121
Thursday	120	91	87	127	125	122	108	141	106	112	97	113	134
Friday	112	108	122	108	172	121	110	164	133	105	150	99	130
Saturday	93	87	95	64	110	129	118	140	99	106	128	97	130
TOTAL	738	595	663	706	884	814	862	824	758	724	751	845	814



WESTFIELD POLICE DEPARTMENT

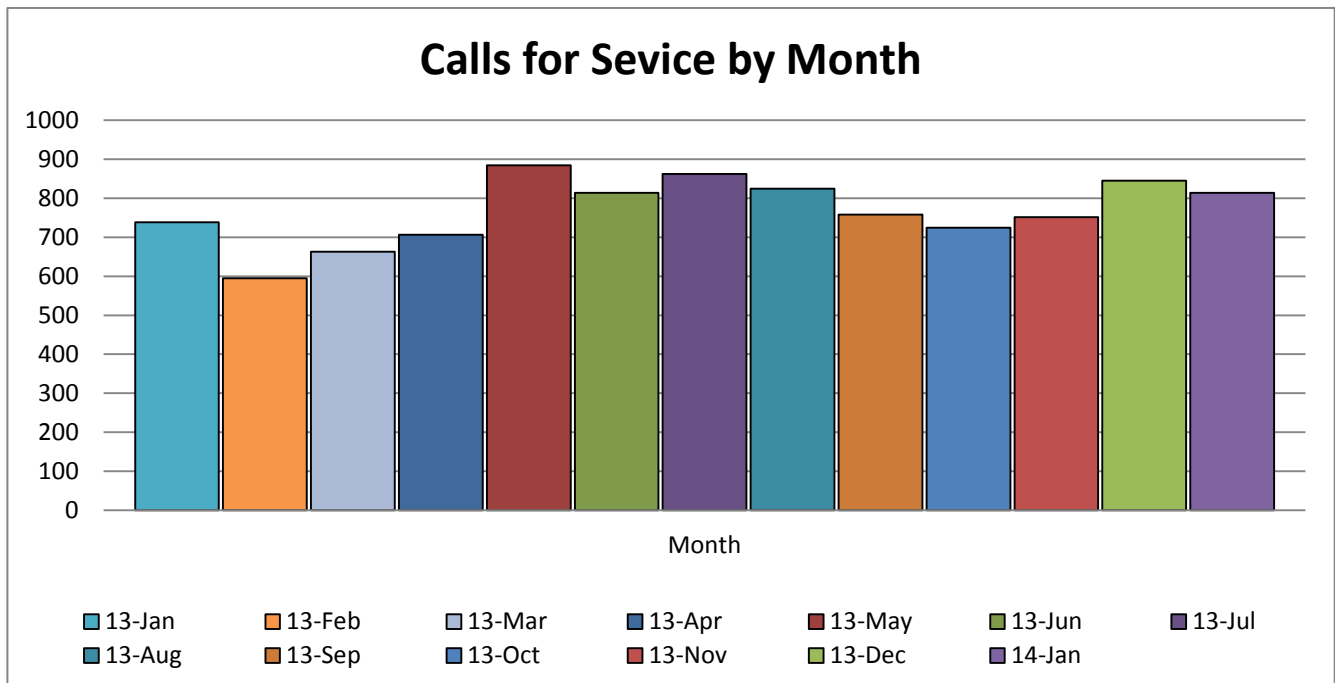
January 2014

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

HOURL	13-Jan	13-Feb	13-Mar	13-Apr	13-May	13-Jun	13-Jul	13-Aug	13-Sep	13-Oct	13-Nov	13-Dec	14-Jan
0	17	17	20	16	20	26	31	17	16	25	13	30	17
1	16	12	9	12	24	21	24	18	12	12	12	15	16
2	14	7	10	11	13	10	15	7	15	8	9	20	7
3	13	8	4	15	9	12	11	8	8	9	15	10	6
4	3	7	11	12	5	7	11	4	5	5	8	6	16
5	14	11	6	5	6	8	10	9	10	9	10	6	8
6	10	11	13	14	17	18	12	16	9	14	11	16	20
7	24	14	25	27	22	17	21	27	31	25	23	31	35
8	35	24	32	38	36	34	30	39	40	23	34	25	34
9	35	37	34	41	42	40	33	41	39	31	38	47	37
10	39	43	34	35	47	32	33	37	37	32	29	41	40
11	46	33	46	32	45	43	40	43	42	53	48	41	39
12	44	43	38	37	42	35	49	46	43	42	36	52	50
13	37	39	40	49	53	61	58	50	46	34	46	44	41
14	52	35	50	44	65	39	58	51	48	55	52	65	60
15	56	40	45	45	64	50	50	42	43	55	50	60	60
16	58	45	28	43	65	42	46	48	35	44	52	58	51
17	44	34	38	38	62	52	51	65	50	46	49	52	59
18	47	31	41	42	38	44	52	45	46	43	47	57	53
19	26	24	33	32	45	54	51	47	51	44	50	36	44
20	26	25	27	37	39	34	45	45	37	30	35	40	36
21	36	21	33	32	47	47	46	46	40	34	28	40	32
22	25	18	27	26	42	57	56	34	28	30	24	33	30
23	21	16	19	23	36	31	29	39	27	21	32	20	23
TOTAL	738	595	663	706	884	814	862	824	758	724	751	845	814

WESTFIELD POLICE DEPARTMENT

January 2014



WESTFIELD POLICE DEPARTMENT

January 2014

UCR OFFENSES

OFFENSE	13-Jan	13-Feb	13-Mar	13-Apr	13-May	13-Jun	13-Jul	13-Aug	13-Sep	13-Oct	13-Nov	13-Dec	14-Jan
Arson	0	0	0	0	0	1	0	0	0	0	0	0	0
Assault (all)	19	12	15	10	8	9	12	15	15	6	11	10	8
Burglary	3	3	2	14	7	7	9	1	4	5	4	8	5
Motor Vehicle Theft	2	3	2	1	2	0	2	2	0	0	1	3	2
Homicide	0	0	0	0	0	0	0	0	0	0	0	2	0
Robbery	1	0	1	1	1	0	0	1	0	0	0	1	1
Rape	0	0	0	0	0	1	0	0	0	0	0	0	0
Theft	32	34	31	43	44	33	65	44	46	38	45	43	36
TOTAL	57	52	51	69	62	51	88	63	65	49	61	67	52

WESTFIELD POLICE DEPARTMENT

January 2014

NON UCR OFFENSES

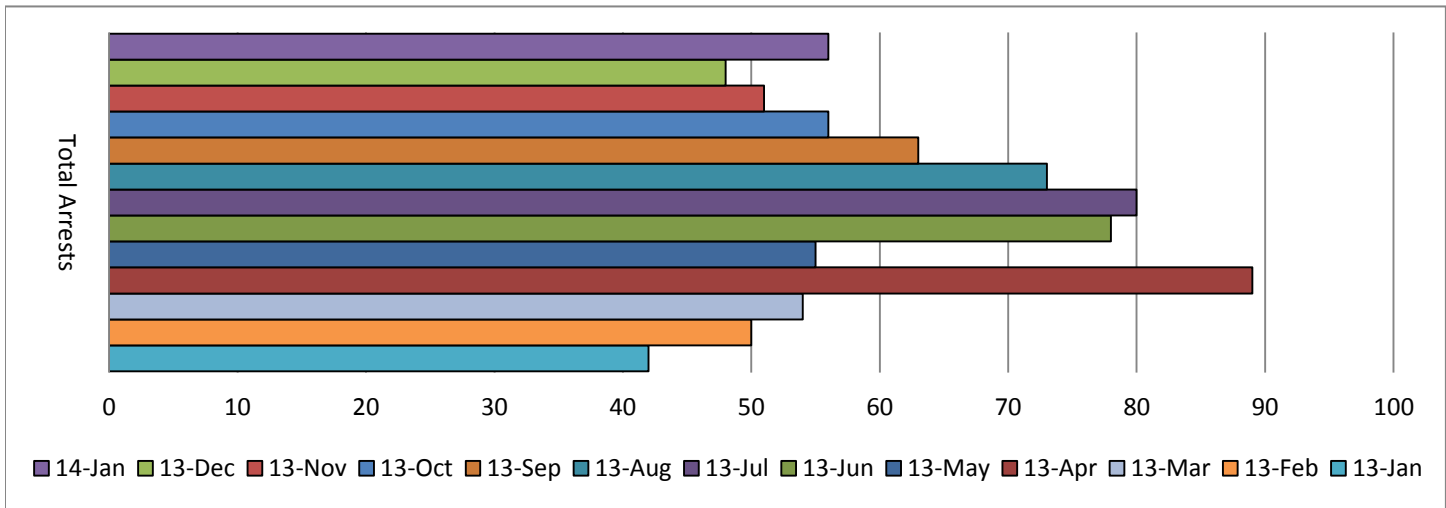
ALARMS	1
ANIMALS/ INCLUDING DOG BITES	0
ASSIST OTHER AGENCY	7
CHECK DECEPTION	0
CHILD ABUSE REPORTED	3
CHILD CUSTODY DISPUTE	1
CHILD NEGLECT REPORTED	9
CIVIL DISPUTE	4
CRIMINAL CONFINEMENT	1
CRIMINAL MISCHIEF/VANDALISM	1
CRIMINAL RECKLESSNESS	1
DAMAGED PROPERTY	8
DEATHS OTHER THAN HOMICIDE/SUICIDE	4
DISORDERLY CONDUCT	0
DISTURBANCE/ARGUMENTS/FIGHTS	4
DOMESTIC DISTURBANCE	3
DRIVING WHILE SUSPENDED	12
DRUG ABUSE VIOLATIONS	9
FALSE INFORMING OR REPORTING	1
FORGERY/COUNTERFEITING	2
FRAUD	11
FRAUD-CREDIT CARD	5
HARASSMENT	7
HARASSMENT/TELEPHONE	2
INCORRIGIBILITY	2
INTERFERENCE WITH REPORTING A CRIME	0
INVASION OF PRIVACY	1

JUVENILE COMPLAINT	3
LEAVING THE SCENE/HIT AND RUN	5
LIQUOR LAW VIOLATIONS	3
LOSS OF PROPERTY	2
MENTAL PERSON/DEMENTED	4
MISSING PERSON/LOST	0
OPERATING WHILE INTOXICATED	7
OPERATOR NEVER LICENSED	10
POSS MARIJUANA	3
PROPERTY FOUND	2
PUBLIC INTOXICATION	0
RECKLESS DRIVING	1
RESIDENTIAL ENTRY	1
RESISTING LAW ENFORCEMENT	0
RUNAWAY	0
SOLICITING	0
STALKING	0
SUICIDE/ATTEMPTS/THREATS OF	5
SUSPICIOUS INCIDENT/PERSON	1
THREATS/INTIMIDATION	7
TRAFFIC ACCIDENTS	9
TRAFFIC VIOLATIONS	18
TRESPASSING	0
UNLAWFUL ENTRY OF A VEHICLE	0
VIOLATION OF RESTRAINING ORDER	1
WEAPON VIOLATION	1
WELFARE CHECK	6

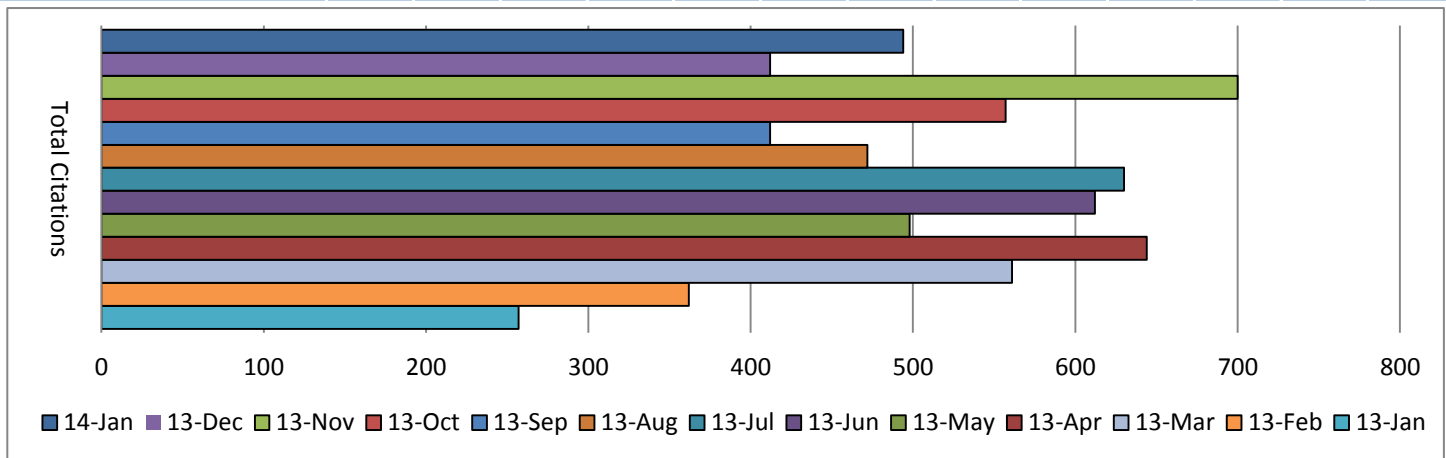
WESTFIELD POLICE DEPARTMENT

January 2014

Arrest Reports Taken	13-Jan	13-Feb	13-Mar	13-Apr	13-May	13-Jun	13-Jul	13-Aug	13-Sep	13-Oct	13-Nov	13-Dec	14-Jan
Alcohol/ Drug Related	14	15	16	42	17	38	28	33	28	27	13	24	16
Felony Charges	12	8	16	21	14	17	25	12	25	6	15	14	11
Misdemeanor Charges	44	59	56	101	58	92	91	104	74	74	57	55	59
Traffic Arrest Charges	28	39	38	54	43	48	57	73	47	48	37	33	39
Total Arrests	42	50	54	89	55	78	80	73	63	56	51	48	56



Traffic	13-Jan	13-Feb	13-Mar	13-Apr	13-May	13-Jun	13-Jul	13-Aug	13-Sep	13-Oct	13-Nov	13-Dec	14-Jan
Total Citations	257	362	561	644	498	612	630	472	412	557	700	412	494
<i>Bike Patrol</i>	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Written Warnings	601	677	1013	1049	897	1053	1414	1375	1232	1183	1048	723	604
<i>Bike Patrol</i>	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Traffic Accidents	53	40	35	47	63	38	51	54	64	46	54	49	70
<i>Hit and Run</i>	2	3	3	5	7	4	4	8	4	1	9	5	3
<i>Personal Injury</i>	8	6	6	8	13	5	8	10	10	11	6	5	10
<i>*Fatality</i>	0	0	0	1	0	0	0	0	0	0	0	0	0
<i>Property Damage</i>	43	31	26	33	43	29	39	36	50	34	39	39	57

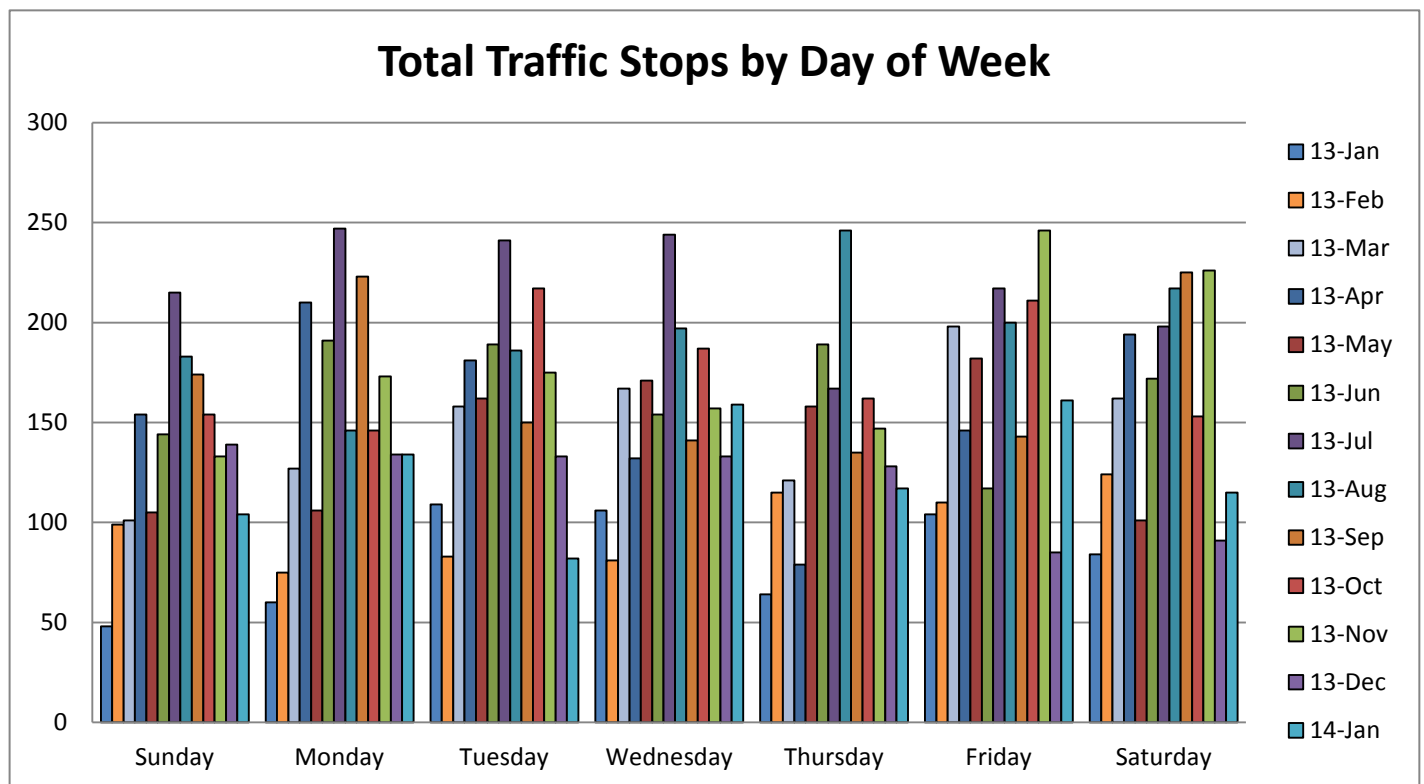


WESTFIELD POLICE DEPARTMENT

January 2014

Traffic Stops: SELF INITIATED by Day of Week

Day:	13-Jan	13-Feb	13-Mar	13-Apr	13-May	13-Jun	13-Jul	13-Aug	13-Sep	13-Oct	13-Nov	13-Dec	14-Jan
Sunday	48	99	101	154	105	144	215	183	174	154	133	139	104
Monday	60	75	127	210	106	191	247	146	223	146	173	134	134
Tuesday	109	83	158	181	162	189	241	186	150	217	175	133	82
Wednesday	106	81	167	132	171	154	244	197	141	187	157	133	159
Thursday	64	115	121	79	158	189	167	246	135	162	147	128	117
Friday	104	110	198	146	182	117	217	200	143	211	246	85	161
Saturday	84	124	162	194	101	172	198	217	225	153	226	91	115
TOTAL	575	687	1034	1096	985	1156	1529	1375	1191	1230	1257	843	872



WESTFIELD POLICE DEPARTMENT

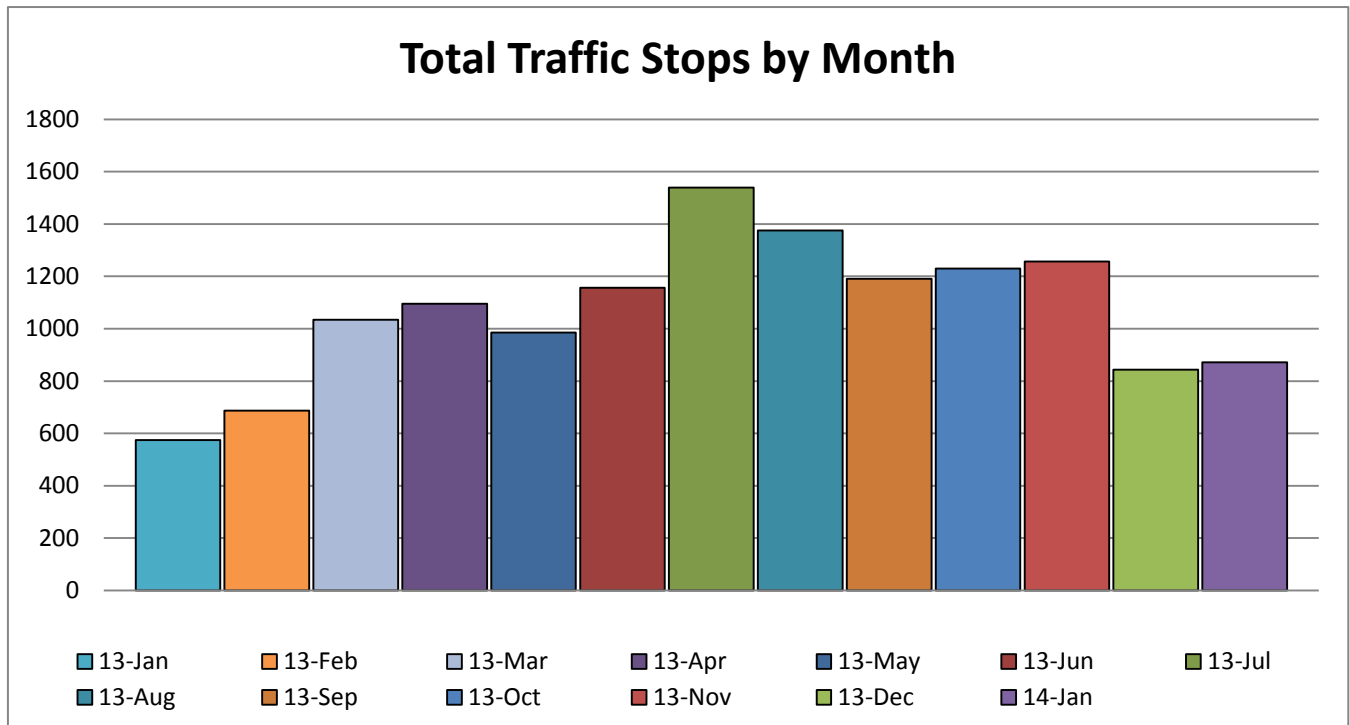
January 2014

Traffic Stops: SELF INITIATED by Hour of Day

Hour:	13-Jan	13-Feb	13-Mar	13-Apr	13-May	13-Jun	13-Jul	13-Aug	13-Sep	13-Oct	13-Nov	13-Dec	14-Jan
0	34	45	60	58	38	45	74	93	65	76	73	51	37
1	28	29	58	50	24	42	84	50	45	57	53	31	27
2	12	12	28	24	22	14	44	35	30	25	21	11	8
3	3	7	11	9	11	10	14	24	13	9	12	6	4
4	10	9	16	14	9	10	26	23	12	14	12	11	3
5	10	19	21	18	28	16	47	27	16	15	29	18	7
6	2	4	10	23	31	28	49	29	16	10	13	6	8
7	18	13	30	58	72	101	190	111	95	71	79	45	58
8	26	25	52	73	82	92	70	70	77	75	93	56	66
9	40	25	46	52	64	59	60	47	54	69	94	56	71
10	22	35	34	60	61	65	80	63	44	66	80	41	65
11	7	19	27	27	26	50	32	25	25	43	30	16	35
12	19	19	37	22	29	50	35	35	27	28	34	13	29
13	40	15	56	39	57	69	45	44	31	50	62	28	36
14	40	16	46	43	42	56	29	62	42	59	58	27	66
15	13	9	34	28	34	41	49	40	56	40	49	24	60
16	4	6	31	22	30	50	33	20	21	21	32	13	27
17	15	16	31	39	28	19	29	28	29	20	24	17	20
18	15	32	51	52	28	32	66	63	57	32	30	30	17
19	42	92	115	116	81	95	152	125	132	141	106	91	63
20	41	53	56	62	30	41	77	65	63	49	40	41	52
21	31	32	61	63	48	47	66	86	57	65	52	52	29
22	56	57	63	85	61	59	85	99	92	92	97	77	42
23	47	98	60	59	49	65	103	111	92	103	84	82	42
TOTAL	575	687	1034	1096	985	1156	1539	1375	1191	1230	1257	843	872

WESTFIELD POLICE DEPARTMENT

January 2014



**Westfield Police Department
Community Events
January 2014**

1/6 Ball State Intern (3 month program) Property and Evidence

1/17 City Connection Monthly Meeting – Chief Rush

1/28 WeCan Monthly Meeting – Chief Rush

1/28 St. Maria Goretti Tiger Cubs Police Department Tour/Safety Talk – Nights B

1/15, 21, 22, 27, 28, 29 SMART STEPS – Detective Clouse

6 car seat installations

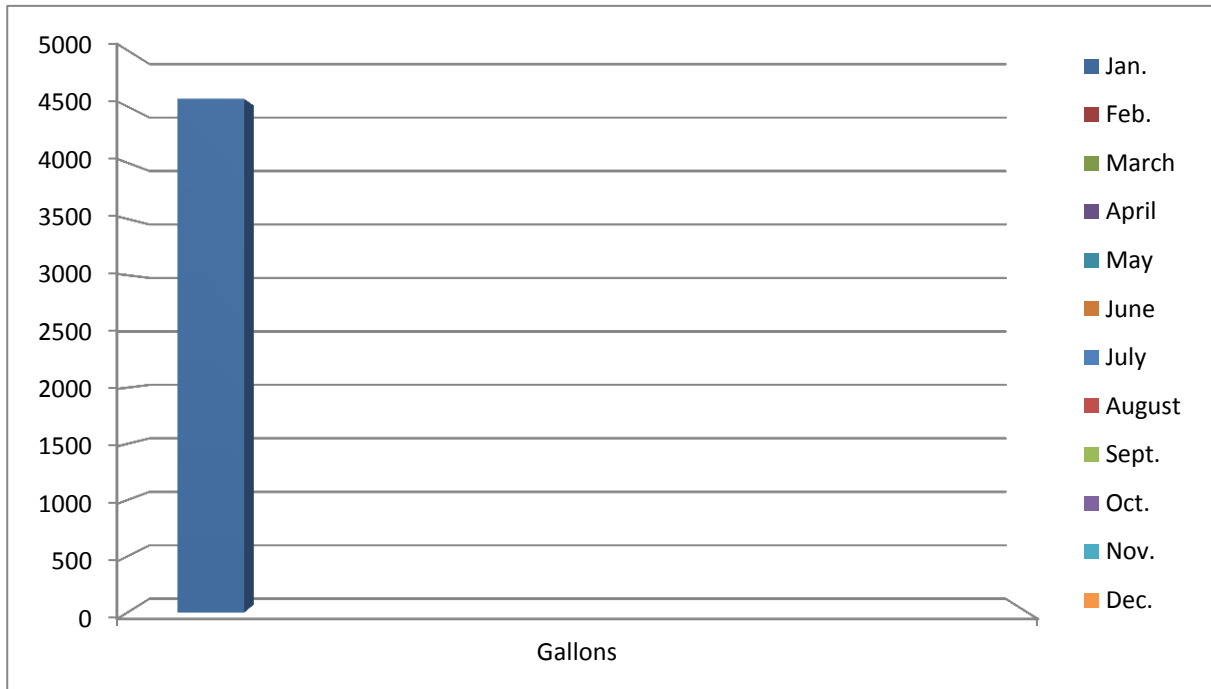
WESTFIELD POLICE DEPARTMENT

Monthly Fuel Purchases

Gallons 2013/2014

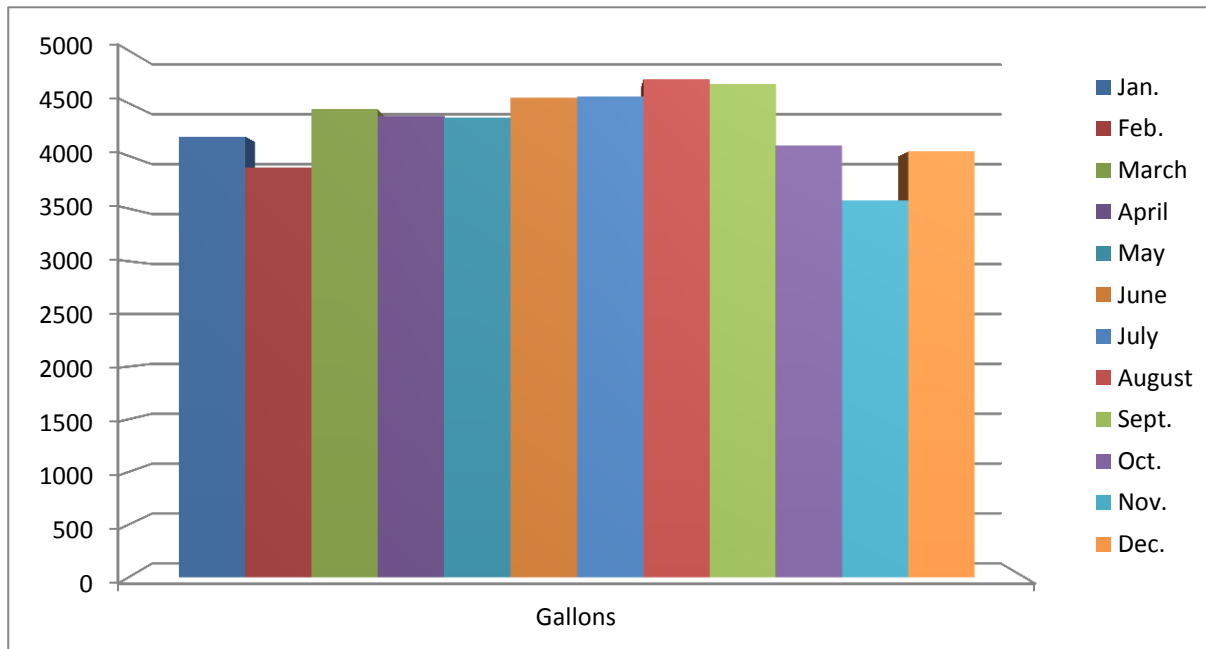
Fuel Purchases 2014

Month	Jan.	Feb.	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.
Gallons	4568											



Fuel Purchases 2013

Month	Jan.	Feb.	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.
Gallons	4185	3890	4444	4379	4366	4552	4564	4727	4682	4100	3576	4042



**Westfield Police Department
Monthly Training Summary
January 2014**

1/2 Monthly K-9

1/9 Monthly ESU

Performance Counseling Statements/Awards

January 2014

1/21 Det. Greg Marlow received a counseling statement for assisting a stranded motorist. Det. Marlow came upon a stranded motorist on US 31 and stopped to offer assistance. As a detective, Det. Marlow did not have cold weather clothing on, but provided the services expected of an Officer on the Westfield Police Department

1/27 Officer Jeff Swiatkowski's supervisor received a voicemail from a subject thanking Officer Swiatkowski for his assistance on 1/22/14. The subject said Officer Swiatkowski was compassionate, helpful, and gave good advice.

On 1/22, Officer Swiatkowski responded to a 911 call of an intoxicated person that was very depressed and needed to go to the hospital. Upon arrival, the subject said he was fine and no longer needed to go to the hospital. Officer Swiatkowski showed a great deal of understanding and compassion and was able to get the subject to talk about their problems. Officer Swiatkowski was able to earn the person's trust and helped them to understand that it is okay to ask for help. The subject ultimately decided to go with Officer Swiatkowski to the hospital.

1/29 Officer Jeff Swiatkowski received a counseling statement for his actions during a traffic stop. The citizen emailed his supervisor to relay to the department how impressed they were with the professionalism, procedure, and courtesy afforded to them during the traffic stop. The driver said they had a gun in the vehicle, and it was obvious to them that Officer Swiatkowski, and ultimately the Westfield Police Department, is well versed and trained to interact with firearm-carrying public in a procedural, professional, and legal manner.

2013: A GRAND YEAR!



HIGHLIGHTS

- Opened Main Street Programming Center
- First 2 editions of the Grand Guide were published
- Served approximately 22,000 people at programs and events in 2013
- Utilization of 320 volunteers
- Hosted 16 special events throughout 2013

PROGRAMMING

- The Program Coordinator position was created.
- Opening in May, 2013, the Main St. Programming Center hosted programs for all ages
- The first edition of the Grand Guide, Westfield Parks & Recreation (WPR) program brochure, was mailed to 13,000+ households. The Grand Guide was published in April and August and will be published three times each year.
- WPR served approximately 22,000 people at programs and events in 2013.

EVENTS

- The Special Events Coordinator position was created.
- Two additional special events were added to the WPR 2013 calendar: Grand Junction Derby and Westfield in Lights.
- Westfield Rocks the 4th celebrated July 4th with over 15,000 attendees.
- Movies in the Park began in conjunction with a partnership with City Spring Church. Five different movie nights reached 300+ in attendance each night.
- WPR partnered with six other Hamilton County park departments to host the 2nd annual Race Across Hamilton County. In only its second year, the race was expanded to 50 teams and registration filled in less than one week.
- Voices From the Past reached over 550 attendees during the two-day guided historical walking tour. A partnership with the Westfield Playhouse, Westfield in Bloom Heritage Committee and the Westfield Washington Historical Society made this event possible. Students from Maple Glen, Washington Woods, Monon Trail and Carey Ridge Elementary Schools attended this event as a field trip.
- The 5th annual Grand Junction Derby had 400+ racers and spectators despite the threat of rain.
- Westfield in Lights utilized 78 volunteers to help kick off the holiday season. Despite the extreme cold, more than 2,500 attended this year's event. Ten different choirs and musical groups entertained on two stages and 249 children had their picture taken with Santa and Mrs. Claus.
- Over \$29,000 was received from sponsors to make these special events possible.

GRANTS

- WPR received a \$75,000 grant for Safe Routes to School to plan for walking and biking to school at Oak Trace Elementary.
- Grants from the Indianapolis Metropolitan Planning Organization were increased by \$225,198 to assist with the building of the Monon Trail.



2013: A GRAND YEAR! (Cont'd.)



VOLUNTEERS

- 320 volunteers logged 1,391 hours of volunteer time helping with 2013 events.
- This equaled a labor cost savings of over \$29,000.
- This includes only those who logged their hours. Countless other volunteers donated their time as well.

TRAILS

- Including connecting trails, Westfield has over 70 miles of trails.
- Phase 1 of the Monon Trail Tunnel project at 161st St. was completed.
- Land acquisition for phase 4 (from the existing trail to St. Rd. 32) of the Monon Trail was completed.
- Design and land acquisition for phase 6 (St. Rd. 32 to 191st St.) and 7 (191st St. to 216th St.) of the Monon Trail was completed.
- Plans were completed to pave and repair drainage on phase 3 (161st St. to Oak Ridge Rd.) of the Monon Trail.
- Phase 3 (Carey Rd. to Gunther) was completed on the Midland Trace Trail.
- 83.75 miles of signed bike loop routes were added throughout Westfield and Washington Township, including a cyclist comfort station at Little Eagle Creek Christian Church on 166th St.
- The Monon Bridge over 146th St. was officially opened. Hamilton County, the City of Carmel, and Westfield partnered to finance this Project.

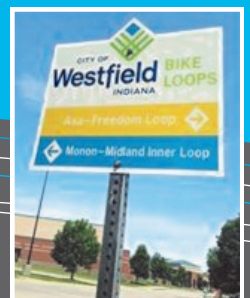
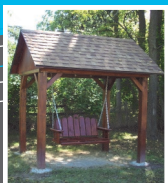


OUT AND ABOUT IN THE PARKS

- 47 trees were planted in Quaker Park for Arbor Day, utilizing 45 volunteers; 500 tree seedlings were also given away at the event.
- Community Plant Day, hosted by the Westfield in Bloom Floral Committee utilized 21 volunteers to plant flowers in Quaker Park and at the entrance of Asa Bales Park. Flowers were donated by Heartland Growers.
- The Floral Display Competition, organized by the Westfield in Bloom Floral Committee, included 39 various residences, businesses, and organizations.
- WPR partnered with Washington Woods and Oak Trace Elementary Schools in hosting Bike to School Day. More than 300 students and 200 adults were on-board with this fitness initiative.
- 2/3 of students at Oak Trace Elementary School (300+) participated in Walk to School Day. The school's video of the event received state-wide recognition.

AMENITY IMPROVEMENTS

- Eagle Scout, John Semler completed a beautiful covered swing in Asa Bales Park for his Scout project.
- The Westfield High School Lacrosse Team installed bollards along the parking lot at Liberty Park.
- Little Eagle Creek Christian Church installed a cycling comfort station that includes a shelter with picnic tables, trash and recycling receptacles, and portable restrooms.
- A memorial bench was added to the Monon Trail North of 161st St.
- Benches were installed at Armstrong Park.
- Bollards were installed by Northview Christian Church on the hill in Simon Moon Park
- Three shade sails were installed at Quaker Park, including two along the Splash Park and one near the playground.
- A shade sail was installed over the sand table and benches at Freedom Trail Park.
- Picnic tables were added to Freedom Trail Park's play area through a donation from the Westfield Rotary Club
- Westfield Rotary Club installed raised flower beds in the Sensory Garden.



THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY January 30, 2014

The Westfield Board of Public Works and Safety met on January 30, 2014 at the Westfield Public Works conference room. Present were, Mayor Cook, Kate Snedeker, Records Manager Kim Strang and City Attorney Brain Zaiger. Mayor Cook called the meeting to order at 3:02P.M.

Meeting Minutes Consideration for Approval:

Kate Snedeker made the motion to approve the December 18, 2013 meeting minutes as presented and this was seconded by Mayor Cook. Vote: Yes-2; No-0. Motion carried.

Presentations:

None

Ordinances and /or Resolutions:

None

Quote Approval:

None

Bid Approval

None

Performance and/or Maintenance Bond Release:

Action Item #2: Maintenance Bond Release-Villages of Oak Manor Section 2 (Surface)

Ken Alexander presented asking for the formal release of the Performance Bond stating all work has been completed and done to standards.

Kate Snedeker made the motion for the release of the Performance Bond. Mayor Cook seconded. Vote: Yes-2; No-0. Motion carried.

Action Item #3: Performance Bond/Letter of Credit Releases

-Setters Road (complete) Adam Essex presented stating this section has been completed and inspected. He asked for release of the Performance Bond and a transition to a 3 year Maintenance Bond.

Kate Snedeker made the motion the motion for the release of the Performance Bond moving into a Maintenance Bond. Mayor seconded. Vote: Yes-2; No-0. Motion carried.

- Bridgewater Sections G6 & G7
- Bridgewater Sections D4 & K3
- Bridgewater Marketplace Sections 3 aka M-2

Ken Alexander presented the above sections of the bond asking for a reduction in these bonds, to the level of cost amount of the uncompleted work. Weather conditions have delayed the final steps of completion.

Kate Snedeker made the motion to the lowering of the performance bonds. Mayor Cook seconded. Vote: Yes-2; No-0. Motion carried.

Change Orders:

None

Contract/Leases

None

Agreements and/or Memorandum of Understanding (MOU):

Action Item #4: Jackson Township Mutual Aid Agreement

Joe Lyons presented. He explained this is a revision of the current agreement. We would have a dual response to specific call types on the initial call. The simultaneous response allows for a faster response in the areas along the borders of the districts.

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

Action Item #5: IDHS & Westfield Sub-Grant Agreement

Joe Lyons presented. The grant was received from IDHS and will cover the cost of purchasing air monitoring equipment. Several bids were taken and the chosen company's cost is \$6,326.49. Joe explained this is a reimbursable grant to be given approximately 90 days after purchase is made.

Mayor Cook made the motion to accept the grant agreement. Kate Snedeker seconded. Vote: Yes-2; No-0. Motion carried.

Action Item #6: Reimbursement to Duke Energy Agreement

Neil VanTrees presented stating that Duke Energy has projected an estimate of \$775,000 for cost of relocating the electrical lines for the 161st and Carey Road roundabout. Duke is located within an easement and some of their facilities will be buried instead of aerial which adds extra cost. Questions were asked as to why the cost is so much higher than 151st and Carey roundabout and if our contract agreement with Duke does not include relocation as part of contract. Duke is looking into the cost details but needs a signed agreement before they will proceed with ordering materials and lining up the construction process.

The mayor made a motion to approve an agreement that does not exceed \$200,000. Kate Snedeker seconded. Vote: Yes-2; NO-0. Motion carried.

Consent Agenda

None

Department Reports:

- **Fire Documents-** Joe Lyons
- **Parks and Recreation-** Melody Jones
- **Police-**
- **Public Works-**Ken Alexander

Mayor Cook and Kate both thanked the street department for their hard work and long hours being put into keeping the snow off the streets and diligence in filling the potholes when possible.

Mayor Cook made the motion to adjourn, seconded by Kate Snedeker
Vote: Yes-2; No-0. Motion carried.

With no further business the meeting was adjourned at 3:40 P.M.

Deputy Clerk-Treasurer

Board of Public Works and Safety



February 7, 2014

2014 Law Enforcement Lease

Mayor

Andy Cook

City Council

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

Clerk Treasurer

Cindy J. Gossard

Vehicle Purchases

2014 Ford Mustang	\$27,992
2014 Ford Mustang	\$27,992
2014 Ford Interceptor SUV	\$28,815
2014 Chev. Tahoe 4x4	\$30,767
2015 Chev. 2500HD 4x4 Pickup (Less \$15,000 Trade)	\$20,000
2014 Ford Interceptor SUV purchase with trade credit	\$0

Equipment Purchases

L3 Video Server (server/workstations/backup)	\$22,000
Lights/console/siren:	\$9,434
Gun lockers for vehicles: (5x \$1,300)	\$6,500
Installations	\$4,000
Laptops replacements	\$20,000
Radar Equipment: Moving HH Radar unit	<u>\$2,200</u>
Total	\$199,700

Disposals

2010- Veh #1512 2500 4x4 HD (trade \$15,000)
2010- Veh #3278 (trade \$7,000)
2010- Veh #9967 (trade \$7,000)
2010 - Veh #9962 (trade \$7,000)
2010- Veh #9963 (trade 6,000)
2010- Veh #3965 (trade\$6,000)

Police Department

(317) 804-3200 office
(317) 804-3210 fax

17535 Dartown Road
Westfield, IN 46074
westfield.in.gov



WESTFIELD FIRE DEPARTMENT

"Weaving the Traditions of our Past into the Realities of our Future."

General Liability Release of Claims

I, Jackson Township Fire Territory for and in consideration of the donation to me of the receipt and sufficiency of which is hereby acknowledged, do hereby release and forever discharge Westfield Fire Department and or the City of Westfield, their agents, employees, successors and assigns, and their respective heirs, personal representatives, affiliates, successors and assigns, and any and all persons, firms or corporations liable or who might be claimed to be liable, whether or not herein named, none of whom admit any liability to the undersigned, but all expressly denying liability, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, which I now have or may hereafter have, arising out of or in any way relating to any and all injuries and damages of any and every kind, to both person and property, and also any and all injuries and damages that may develop in the future, as a result of or in any way relating to the following:

With this release of Liability the Westfield Fire Department will graciously donate one
(1) Boat Mercury Marine Model: A-AA380QS, SN: USA67319C395
(1) 15 hp Johnson Model: J15ELCTR, SN: E5774435 power motor for operation of said boat.

It is understood and agreed that this donation made and received in full and complete settlement and satisfaction the causes of action, claims and demands mentioned herein; that this Release contains the entire agreement between the parties; and that the terms of this Agreement are contractual and not merely a recital. Furthermore, this Release shall be binding upon the undersigned, and his respective heirs, executors, administrators, personal representatives, successors and assigns. This Release shall be subject to and governed by the laws of the State of Indiana.

This Release has been read and fully understood by the undersigned and has been explained to me.

EXECUTED this 18th day of February, 2014.

Jackson Township Fire Territory Signed: _____

Printed Name: _____ Date: _____

Westfield Fire Department Representative Signed: _____

Printed Name: _____ Date: _____



Mayor
Andy Cook

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

Clerk Treasurer
Cindy J. Gossard

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:

Performance Bond Release

- Primrose School of Westfield (Water, Sanitary, Storm, and Erosion Control)
- Cool Creek Commons (Trail)
- Midland Trace Trail – East Leg- Phase 2 (Trail)
- South Union Street Trail, Sections A & B (Trail)

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

Public Works Department

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

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



Mayor
Andy Cook

City Council
Jim Ake
Steven Hoover
Robert L. Horkay
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Robert J. Smith
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Robert W. Stokes

Clerk Treasurer
Cindy J. Gossard

Grand Park Phase 6 Contract Authorization

Request from BPW&S the authority to finalize contracts with the selected vendors as follows:

BP #6-01 - Field Sports Netting Backstops: - Net Connections

BP #6-02 - Grand Park Sports Campus Signage – CSI

BP #6-03 - Site Vehicles – Negotiate on behalf of the board to expedite selection and delivery

BP #6-04A - Soccer Goals – KWIK Goals

BP #6-04B - Benches & Bleachers – High Performance Soccer (HPS)

BP #6-04C - Lacrosse Goals – Gared Sports

BP #6-07 - Scoreboards – Toshiba

Public Works Department

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

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



CONTRACT FOR GOODS AND SERVICES

This Contract for Goods and Services ("Vendor Contract") is made and entered into as of the **XXth day of Xxxx 2014**, by and between City of Westfield ("Contracting Party") and **XXXX, LLC** ("Vendor").

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

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

- (a) Goods and/or services provided by Vendor: **XXXX, LLC** (See Exhibit B attached hereto and made a part hereof).
- (b) Location: Westfield, Indiana 46074 (the "City Property")
- (c) Date by which the Services shall be completed: Xxxx XX, 2014 (the "Completion Date")
- (d) Purchase Price: **Xxxxxx Thousand Xxxx Hundred Xxxxxx Dollars and 00/100, \$00.000.00** (see Proposal dated **xx.xx.xx**- Exhibit B).
- (e) The Contracting Party provides two payment options to vendors for payment of approved invoiced amounts. They are as follows:
 - a. Option #1: Traditional – Invoices shall be payable within forty-five (45) days following Contracting Party's receipt and approval of an invoice at the address specified below.
 - b. Option #2: Preferred – Invoices are payable within 7 days following Contracting Party's receipt and approval of an invoice at the address specified below if vendor accepts MasterCard.
- (f) Addresses:

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

City of Westfield
Department of Public Works
Attn: Kenneth L. Alexander
2706 East 171st Street
Westfield, Indiana 46074

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

If to Vendor:

XXXX, LLC
Address 1
City, State Zip Code

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

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

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

CONTRACT TERMS AND CONDITIONS

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

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

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

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

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

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

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

7. **LIENS:** Vendor shall not cause or permit the filing of any lien related to its services. In the event any such lien is filed and Vendor fails to remove such lien of record within thirty (30) days after the filing thereof, by payment or bonding, Contracting Party shall have the right to pay such lien or obtain such bond, all at Vendor's sole cost and expense. Vendor shall indemnify and hold harmless Contracting Party from and against any and all liability, loss, judgments, costs and expenses, including reasonable attorneys' fees, incurred by Contracting Party in connection with any such lien.

8. **DEFAULT:** In the event Vendor commits any of the following (each, a "Default"): (a) repudiates or breaches any of the terms of this Contract, including, without limitation, Vendor's representations; (b) fails to perform services or deliver goods as specified by Contracting Party; (c) fails to make progress for reasons within the Vendors control so as to endanger timely and proper completion of services, and does not correct such failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Contracting Party specifying such failure or breach; or (d) becomes insolvent, files, or has filed against it, a petition in bankruptcy, for receivership or other insolvency proceeding, makes a general assignment for the benefit of credits or (if Vendor is a partnership or corporation) dissolves, Contracting Party shall have the right (1) to terminate all or any part of this Contract, without liability to Vendor; (2) to perform or obtain, upon such terms and in such manner as it

deems appropriate in its sole discretion, the services which were to be provided by Vendor and Vendor shall be liable to Contracting Party for any reasonable and immitigable excess costs above the costs of this contract incurred by Contracting Party in performing or obtaining such similar services; and (3) to exercise any other right or remedy available to Contracting Party at law or in equity and except to the extent of any betterment realized by the Contracting Party.

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

10. **REQUIRED INSURANCE AND INDEMNIFICATION:**

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

Worker's Compensation	Required.
Employer's Liability	\$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limits.
Commercial General Liability (CG0001) , including Personal Injury, Premises Operations, including explosion, collapse or underground property damage hazards, including costs to repair or replace damaged work. (The Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy).	\$1,000,000 Per Occurrence and \$2,000,000 General Aggregate.
Commercial Automobile Liability , including Owned, Non-Owned and Hired Car coverages.	\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage.

- (b) The insurance shall be procured from companies authorized to do business in the state of Indiana. Except as otherwise expressly set forth herein, coverage shall be on an occurrence basis. All insurance procured or maintained by Vendor on which the Contracting Party is an additional insured, shall be primary. Any insurance maintained by Contracting Party shall be considered excess and non-

contributory. Vendor shall permit Contracting Party to examine the actual policies upon request at the Vendor's offices where the policy is stored.

- (c) A Certificate of Insurance acceptable to Contracting Party shall be submitted to Contracting Party prior to commencement of any work hereunder, including, without limitation, a certificate issued by the Industrial Board or other appropriate agency in the State of Indiana showing that the Worker's Compensation and other employee benefit insurance is in full force and effect. Each insurer shall possess an A.M. Best's rating of no less than A-VIII as of inception of this Contract. The Certificate of Insurance shall contain a provision that coverage shall not be canceled unless at least thirty (30) days' prior written notice has been given to Contracting Party. The Certificate of Insurance shall name the Contracting Party as an additional insured with respect to all but the Worker's Compensation, Employee Liability, and Professional Liability coverage. The additional insured endorsement shall state that coverage is afforded the additional insured as primary and non-contributory. In addition, each Certificate of Insurance shall provide that the Certificate Holder is the Contracting Party, c/o City of Westfield. Vendor shall not have earned any fees nor be due any payments hereunder unless and until such Certificate of Insurance is received by Contracting Party.
- (d) Vendor shall indemnify and hold harmless Contracting Party, and its employees from and against any and all liability, claim, damage, loss or expense (including, without limitation, court costs and reasonable attorneys' fees) to the extent caused by any negligence of the Vendor, its employees or sub Vendors, in the performance of the services under this contract, but not to the extent arising directly out of the negligence of Contracting Party. This subparagraph (d) shall survive the expiration or termination of this Contract.
- (e) Without limiting anything set forth in this paragraph 10, the following additional insurance coverage limits are required for the professional engineering services specifically required by the scope of the contracted goods and services: \$1,000,000 per claim and \$1,000,000 general aggregate professional liability, with retroactive coverage to the earlier of date of execution of Contract and commencement of any work and coverage for a minimum period of two (2) years after professional services completion.
- (f) If Vendor fails to maintain the insurance as set forth herein, Contracting Party may terminate this Contract immediately or, at the option of Contracting Party, Contracting Party may obtain insurance on the Vendor's behalf and offset the cost of insurance related to the contracted services against any payments due Vendor.

11. **SAFETY**: Vendor shall, related to the services hereunder, fully observe any and all known federal, state and local safety performance standards and all additional applicable laws, ordinances, rules, regulations and orders of public authorities having jurisdiction over the work area. Without limiting the foregoing, Vendor shall also comply with Contracting Party's Project Rules, a copy of which is attached hereto as Exhibit A and made a part hereof. Compliance with such standards, laws, ordinances, rules, regulations and orders shall be at the sole cost of Vendor.

Violations can and/or will result in immediate corrective and disciplinary actions being taken, including, without limitation, termination of this Contract. If this Contract is terminated pursuant to this paragraph 11, Contracting Party shall not be required to make any further payments to Vendor except for conforming goods and services rendered prior to such termination. A safety representative employed by Contracting Party or an insurer may, from time to time, conduct safety inspections and submit safety findings. Vendor shall, at its expense, implement any reasonable abatement procedures recommended by such safety representative or insurer related to the contracted services.

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

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

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

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

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

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

18. **RELATIONSHIP OF PARTIES**: Vendor and Contracting Party are independent contracting parties and not agents, employees, partners, joint ventures or associates of one another, and nothing in this Contract shall make either party the agent or legal representative of the other for

any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Vendor shall pay all wages and appropriate expenses of its employees, including, without limitation, all federal, state and local taxes, social security taxes and other employment or personnel taxes or assessments. Contracting Party shall not be liable for any injury (including death) to any persons, or any damages to any property incurred in connection with the performance of this Contract, to the extent caused by Vendor's fault or negligence.

19. **GOVERNING LAW:** This Contract is to be construed in accordance with and governed by the laws of the State of Indiana.

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

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

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

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

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

statutory exemption exists that permits Contracting Party to do business with Vendor. Should Vendor fail to do so, then Contracting Party shall terminate this Contract for cause without further notice or grace period.

25. **IRCA COMPLIANCE:** The Immigration Reform and Compliance Act of 1986 (IRCA) prohibits the employment of unauthorized aliens and requires all employers to: (1) not knowingly hire or continue to employ any person not authorized to work in the United States, (2) verify the employment eligibility of every new employee (whether the employee is a U.S. citizen or an alien), and (3) not engage in discrimination against qualified workers. The Vendor shall comply with IRCA and all other applicable federal, state and local immigration laws, regulations, Executive Orders ('other immigration laws') and by executing this Agreement, warrants that it is in full compliance with all applicable immigration laws including, but not limited to, IRCA and has used E-Verify to pre-screen job applicants and re-verify current employees. Vendor shall immediately remove any employee known to be an unauthorized alien. Failure to comply with IRCA or other immigration laws shall constitute a material breach of this Agreement. The Vendor shall indemnify the City of Westfield against all damages, losses and expenses, including attorneys' fees, incurred or sustained by the City of Westfield as a result of the Vendor's failure to comply with IRCA or other immigration law. Vendor shall include this provision in any subcontracts or subordinate agreements it enters into with respect to this Agreement.

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

EXECUTED this _____ day of _____, 2014.

Contracting Party:

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

Vendor:

<<Vendor / Official Entity >>
<< Address 1 >>
<< Address 2 >>
<< City, State Zip Code >>

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

EXHIBIT A

Project Rules

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

SITE ACCESS

- ❑ General: Vendor/Contractor ("Contractor") shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits.
- ❑ Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- ❑ Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to City, City's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- ❑ Schedule deliveries to minimize use of driveways and entrances by construction operations and reduce space and time requirements for storage of materials and equipment on-site.
- ❑ Restricted Site Access: The only egress point to and from the Project area shall be as dictated by the City or authorized City's representative. Coordinate work activities in advance.
- ❑ All construction personnel will be required to have photo identification with them at all times on the project. All construction personnel shall also carry Vendor identification with them or wear hardhats with company logo and the employee's name visible to determine their site permissions.
- ❑ Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise, vibration, odors, or other disruption to occupied areas of the Project, as applicable.
- ❑ Notify City(s) not less than five days in advance of proposed disruptive operations. Obtain City(s) written permission before proceeding with disruptive operations.
- ❑ Perform work with least possible disturbance to occupants of existing facilities.
- ❑ Contractor shall seek approval from City or City representative before beginning any work outside of the approved project limits or area.
- ❑ Prior to commencing the Work, the Contractor shall tour the Project site to **examine and record** any existing damage to adjacent site or building improvements to serve as a basis for determination of subsequent damage due to Contractor's operations. Contractor shall submit such report to the City prior to commencing work.

LIMITED CITY OCUPANCY

- ❑ The City and its partners intend to occupy parts of the Project immediately upon completion and when safe access is available. Your work must be coordinated in advance to limit the exposure of construction activities to occupants of the Project.
- ❑ Before limited City occupancy of any building, the mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, City will operate and maintain mechanical and electrical systems serving occupied portions of Work.

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

MATERIAL MANAGEMENT PLAN

- ❑ Contractors shall prepare a Site Utilization Plan to be submitted to the City for review and approval.
- ❑ The site use plan shall include but not be limited to the following items:
 - Material storage areas (identify material and ownership).
 - Equipment compounds.
 - Temporary utilities required
 - Trash and waste containers required for environmental disposal of waste.
 - Any other specific items requiring coordination with the City, Project partners or other trade contractors.
- ❑ Safe and protected storage of materials and equipment of the Contractor is the responsibility of the Contractor. All materials stored by the Contractor on the site are to be protected in a manner to not jeopardize their warranty or quality of material finish.

CLEAN UP

- ❑ During the progress of the Work, the Contractor shall keep the site and other areas free from accumulation of waste materials, rubbish and other debris, as provided in the contract. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations in the most environmentally sensitive manner possible. Burial of waste materials, rubbish, and other debris on the site is strictly prohibited.
- ❑ Contractor shall provide daily cleaning of their work areas including sweeping and trash/debris/rubbish removal. Contractor shall be responsible for moving trash to the designated refuse areas for disposal by others.
- ❑ At no time shall a contractor block an egress path without the expressed consent of the City or authorized City representative.
- ❑ At the completion of the Work, the Contractor shall remove from the site all tools, appliances, construction equipment, machinery, trailers, and temporary structures/utilities that they erected as well as surplus materials, rubbish and trash.

WORK HOURS

- ❑ It is the expectation of City that ALL Contractors and subcontractors limit work to normal business working hours, Monday through Friday, unless otherwise required or approved in advance by City.
- ❑ The Work of this Project shall be accomplished during normal working hours and days. Contractors planning to work on weekends or observed holidays must schedule with The authorized Owner agent, no later than 48 hours prior to the anticipated work day.
- ❑ Normal working hours and days are defined as:
 - Mondays through Fridays, 7:00 a.m. to 6:00 p.m. (typical)
 - Weekends (Saturday and Sunday), as scheduled and approved in advance by the City.
 - No work shall be performed on days of normal observance of the following holidays:
 - New Year's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day and the Friday following
 - Christmas Day

- ❑ Requests for work on non-normal work days or outside the defined normal working hours of this project, does not constitute an approval of said request and may need to be rescheduled to provide adequate security and supervision as required by Contract.
- ❑ No use of power actuated tools or hammer drills is permitted at an occupied City building between the hours of 7:00 AM and 5:00 PM, or as directed by City officials

PUBLIC ACCESS AND SAFETY

- ❑ Contractor is responsible to provide all safety measures required and implied as necessary to protect all persons on the Project site and all persons and public adjacent to their construction zones. It is not the responsibility of the City to specify measures to be taken.
- ❑ Comply with applicable safety and security regulations of all authorities having jurisdiction. These regulations set forth minimum requirements. Contractor shall not reduce his normal safety provisions or ignore safety regulations required by other authorities having jurisdiction where other requirements are more stringent.
- ❑ The Contractor shall provide, for coordination, and information, all material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations. Contractors must provide updated and current information as it becomes available.
- ❑ In the case of an emergency affecting the safety or protection of persons or the Work or property at the Site or adjacent areas, the Contractor shall act to prevent threat of damage, injury, or loss. The Contractor shall immediately notify the City. Within 24 hours the Contractor shall provide written notification and documentation of the event, indicating if he believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof.
- ❑ The Contractor shall designate a qualified, experienced safety representative at the Site.

SITE DECORUM

- ❑ Contractor and subcontracted employees shall conduct themselves in a professional manner in all areas of the City.
- ❑ Refrain from contact with the general public. When this cannot be avoided, Contractor's and the subcontractor's employees are to be courteous at all times.
- ❑ Proper work attire shall be required at all times on the Project. In addition to the required personal protective devices and attire required to perform work safely, all site workers are to wear clothing appropriate for the work that they are performing. Clothing with inappropriate language or pictures are strictly forbidden.
- ❑ Contractor shall control the conduct of its employees so as to prevent unwanted interaction initiated by Contractor's employees with City/Project personnel, public, other contractors and their employees, or other individuals, in the vicinity of the project site. In the event that any Contractor employee initiates such unwanted interaction, or utilizes profanity, Contractor shall, either upon request of the City or on its own initiative, replace said employee with another of equivalent technical skill, at no additional cost to the City.
- ❑ No radios, other than two-way communication type, will be allowed on the Project site.
- ❑ Smoking or the use of any tobacco products (including chew and snuff) is **NOT ALLOWED** on the Project or any City-owned properties.
- ❑ Water is allowed in Project buildings however ALL other beverages and food are only permitted in designated break areas.
- ❑ Use of any controlled substances on City's property is not permitted.

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

PARKING

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

UTILITY COORDINATION

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

USE OF ROADWAYS AND PATHS

- ❑ Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- ❑ Use of the paths at Grand Park is discouraged but we understand that in many cases cannot be avoided. Please coordinate in advance any vehicle or equipment size and weight with the City prior to mobilizing on site.
- ❑ Where materials are transported in the performance of this Work, do not load vehicles beyond the capacity recommended by the manufacturer of the vehicles or prescribed by any applicable state or local law or regulation.

- ❑ Provide protection against damage whenever it is necessary to cross existing paths, sidewalks, curbs, and gutters on the City project. Repair and make good at the expense of Contractor all damages thereto, including damage to existing utilities and paving, arising from the operations under the Contract.
- ❑ Access onto any athletic field at Sports Campus at Grand Park or onto any City owned property with irrigation installed is strongly discouraged. Contractor shall protect all playing surfaces and site utilities that could be compromised by the construction activities of the Contractor.
- ❑ Truck staging is not allowed on any City street surrounding the Project.
- ❑ Promptly clean all public right-of-ways should dirt or other debris from site be deposited on roads and streets by the Contractor or vehicles used to deliver or conduct the scope of this agreement.
- ❑ It is the responsibility of ALL Contractors to provide flag person(s) at pedestrian crossings of construction equipment at right of ways or pedestrian paths one hundred percent of the time such equipment is operating.

TRAFFIC CONTROL

- ❑ Provide temporary traffic control barriers to ensure safety of all persons and property.
- ❑ Contractor shall provide all flag person(s) necessary to maintain vehicular and pedestrian traffic affected by deliveries and work performed under their scope. All flag person(s) shall be certified through the union hall or other body having the authority to provide this training.
- ❑ Contractor shall provide traffic control for vehicular traffic leaving and entering the site.

CRANES & HOISTING

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

TEMPORARY SHORING AND BRACING

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

TEMPORARY BARRICADES

- ❑ Provide temporary barricades as necessary for the execution of the work. Maintain barricades in a clean and neat condition until no longer required and removal is approved or requested.
- ❑ Provide temporary barriers or partitions as required to protect any project workers or the general public from injury due to work of this project, and to protect adjacent areas of the project from spread of dust or dirt.
- ❑ When Work involves modification to an existing egress corridor within an existing building, the Contractor shall provide temporary barricades as necessary, constructed in a manner that maintains the fire resistive integrity of the affected corridor(s). Construction and placement of the barricades shall be approved by the City project representative and the authority having jurisdiction.

CONSTRUCTION SIGNAGE

- ❑ Advertising Signage: The use of Contractor/subcontractor advertising signage is strictly prohibited.
- ❑ No ground-mounted signage is allowed on the project site without the expressed written consent of the City.

- ❑ Signage is authorized on construction trailers and corporate-owned equipment and vehicles. Such signage cannot exceed 6' by 4' (24 square feet) in size. Trailers in violation shall be removed from the site by the Contractor and the Contractor shall have the site storage privileges revoked
- ❑ Signage to be fabricated from new materials and constructed from materials able to withstand construction use/abuse and exposure based upon its proposed installation location for its intended use.
- ❑ Project Specific Signage:
 - ALL signage shall be as approved by the City and the authority having jurisdiction.
 - All employee personnel informational signage shall be bilingual (English and Spanish) as requested by the City.
 - All project specific signage shall include the City logo and project name incorporated into the design of each sign for the project.

TEMPORARY FACILITIES

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

RUBBER TIRED EQUIPMENT

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

REMOVAL OF TEMPORARY FACILITIES

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

VIOLATIONS

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

GENERAL SAFETY PRECAUTIONS

- ❑ Safe working practices shall be observed at all times. The safety of your employees, the buildings and the work site is considered to be paramount. All work shall be conducted and completed by the guidelines set forth by the Federal, Local and State Authorities.
- ❑ The City of Westfield is a "Safe City". Any worker or person on a jobsite shall have 100% protection as defined by OSHA for the hazards that they may be exposed. This includes but is not limited to 100% eye protection, hard hat and hi-visibility vest at all times when on-site.
- ❑ Proper gloves are to be used to limit abrasions and cuts. Hearing protection shall be accessible to employees and used whenever exposed to noises that require such protective devices.

- ❑ Fall protection shall be worn, observed or employed when working at a height greater than 6' unless approved in writing by the City and OSHA/IOSHA. This fall protection directive is to be used at all times and includes activities utilizing articulating boom lifts, scissors lifts, ladders, scaffolding and any other activity where workers are exposed to a fall and shall compile with the provisions of OSHA and IOSHA.
- ❑ Any and all "Hot Work" shall have an appropriate fire extinguisher immediately accessible and be pre-approved by the City officials.
- ❑ All electrical service shall be properly protected with a GFCI, including the use of extension cords on permanent power.
- ❑ Eye protection shall be worn at all times when cutting, grinding, chipping, drilling or using power actuated tools.
- ❑ Safety manuals and MSDS sheets must be turned in to the assigned City representative prior to commencing work on site. These manuals are still to be maintained by the Contractor on site for use and reference by any authority having jurisdiction.
- ❑ The City of Westfield is a "Safe City". In the event of an accident or near-miss, the employees involved may be required to perform a drug and alcohol screening prior to being able to continue working on site.

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

EXHIBIT B

See attached Proposal dated XX.XX.XX

Attachment 1

There are no changes at this time.



Mayor
Andy Cook

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

Clerk Treasurer
Cindy J. Gossard

161st Street and Carey Road Roundabout Duke Energy Utility Reimbursement Agreement

The agreement is for reimbursement to Duke Energy to relocate their electric facilities for the upcoming 161st Street and Carey Road Roundabout project slated to start this spring. Duke Energy is currently located within an exclusive easement. In addition to being located within an easement, some of their facilities will be buried instead of being aerial which will add some extra cost.

The estimated cost of relocation of the electric lines per this agreement is \$775,000. Per Section II of the agreement, Duke Energy will submit supporting documentation and an invoice of the actual cost of the relocation. Construction is expected to take three weeks and will begin in late March or early April ahead of the road construction. The construction start date is being reviewed by Duke Energy.

This agreement was originally presented to the Board of Public Works and Safety on January 30, 2014. It was not approved for the amount requested but was reduced to a not to exceed amount of \$200,000. Duke Energy currently has the project out for bid to get an exact price. The \$775,000 amount within the agreement is the budget number based on their internal estimate. Duke Energy

The attached agreement has been reviewed and comments have been given to Duke Energy. The Westfield Public Works Department recommends that the Board of Public Works and Safety authorize the Director of Public Works to enter into this agreement once the final version has been agreed to by both parties. Additionally, it is recommended the original approved amount of \$200,000 should be modified to the amount of not to exceed \$775,000.

Public Works Department

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

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

UTILITY REIMBURSEMENT AGREEMENT
(Local Government – Easement/Road To Road - Evergreen)
(City of Westfield 161St and Carey Rd Electric
Relocation)
(Revised 8/13/12)

THIS AGREEMENT, made and effective this _____ day of _____, 2013, is by and between **Duke Energy Indiana, Inc.**, 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, **Carey Road** in **Westfield**, Indiana; and

WHEREAS, DEI has constructed and now operates and maintains certain electric line facilities near or adjoining **Carey Rd**, 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 **Carey Rd** 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, 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, which area DEI has determined is suitable and is 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 **\$ 775,000 Seven Hundred and Seventy Five Thousand**.

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.

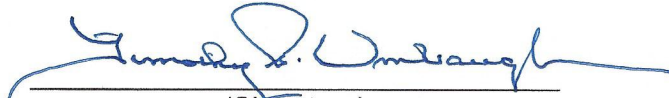
SECTION V. DEI shall not discriminate against any employee or applicant for employment, in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, national 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, INC.


(Signature)

Timothy P. Umbaugh
(Name, Printed or Typed)

Manager, Distribution Design
(Position)

City of Westfield
Kenneth Alexander
Director of Public Works Department
2706 East 171st Street
Westfield, IN 46074

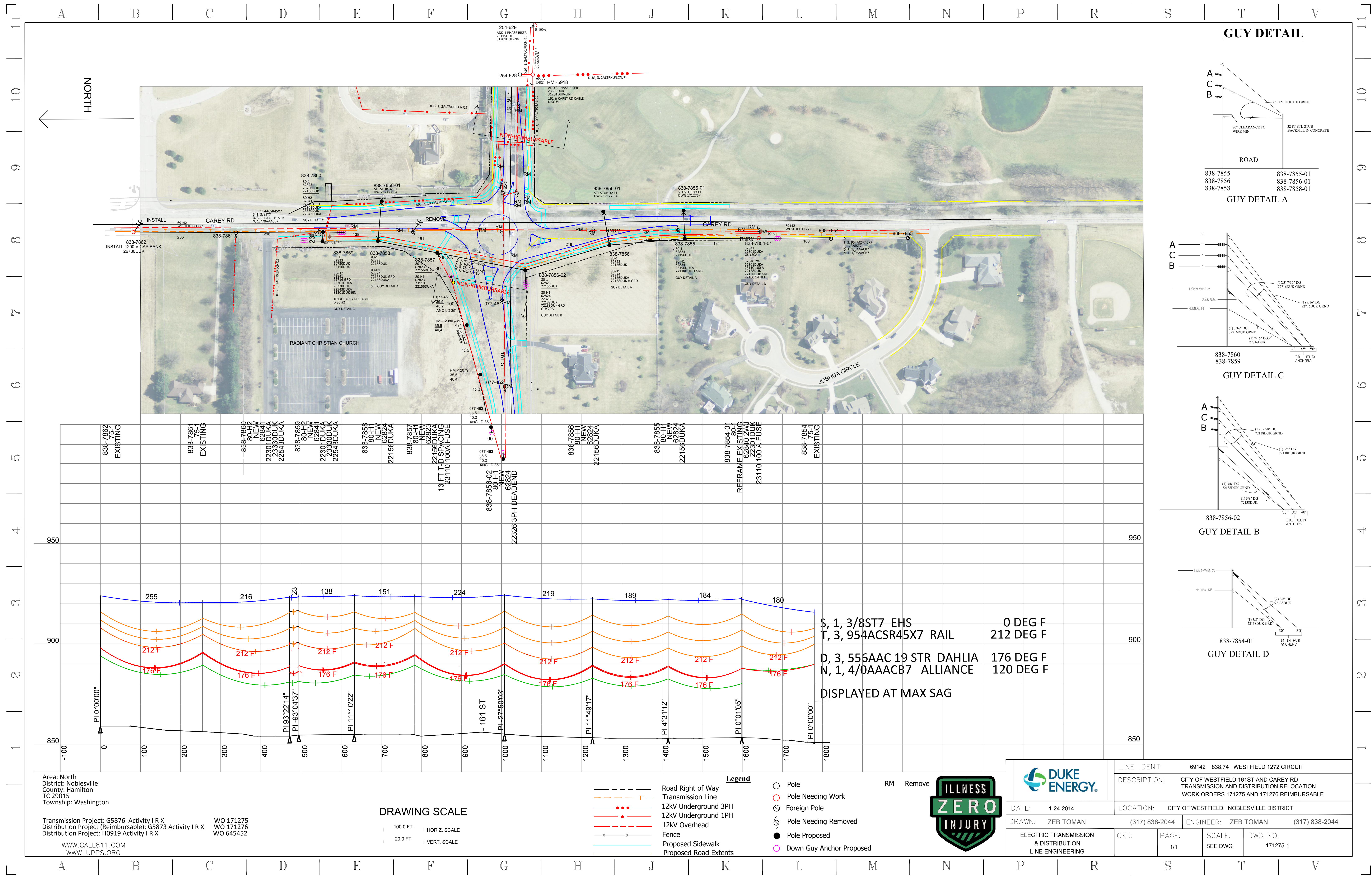
By: _____
Printed Name: _____
Printed Title: _____
Dated: _____

By: _____
Printed Name: _____
Printed Title: _____
Dated: _____

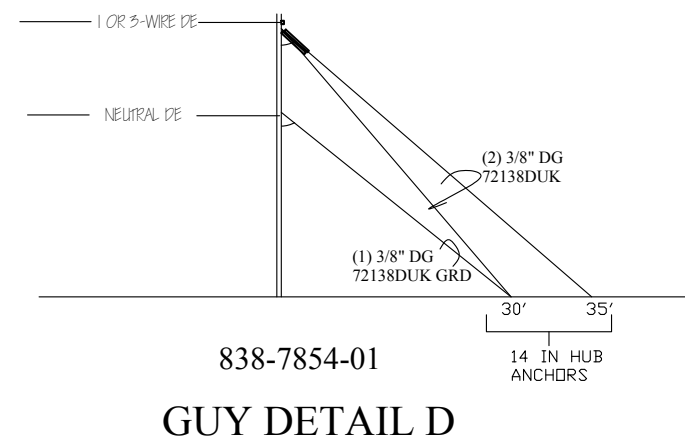
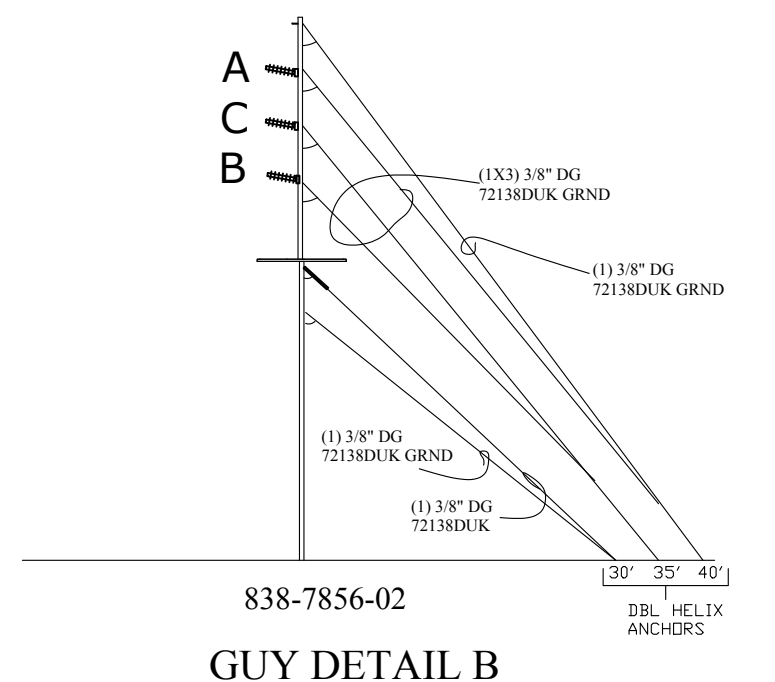
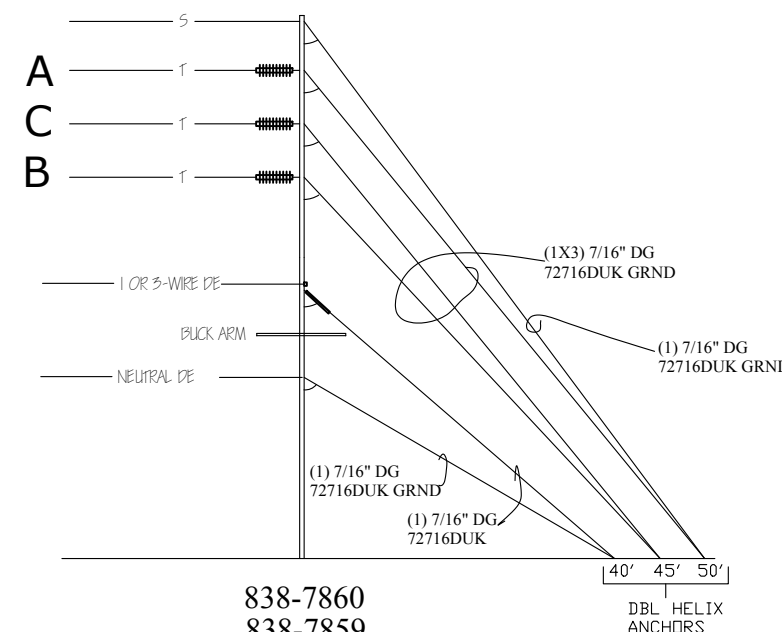
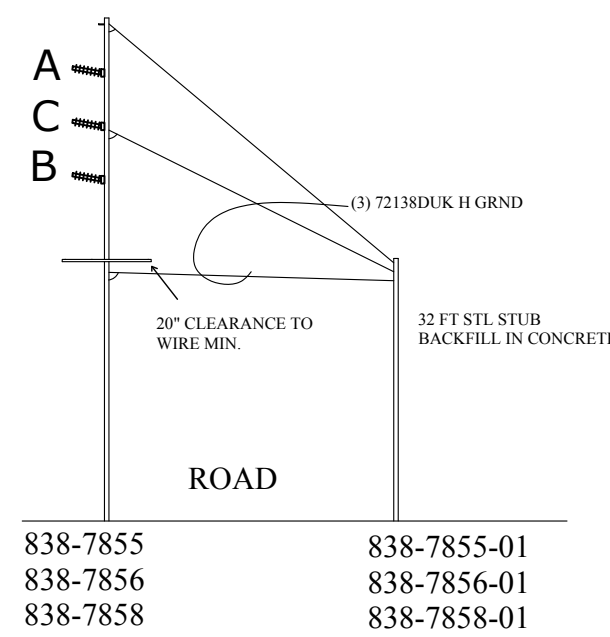
By: _____
Printed Name: _____
Printed Title: _____
Dated: _____

Attest:

-Treasurer



GUY DETAIL





Mayor
Andy Cook

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

Clerk Treasurer
Cindy J. Gossard

161st Street and Carey Road Roundabout Vectren Gas Utility Reimbursement Agreement

The agreement is for reimbursement to Vectren Gas to relocate their gas facilities for the upcoming 161st Street and Carey Road Roundabout project slated to start this spring. Vectren is currently located within an exclusive easement.

The estimated cost of relocation of the gas lines per this agreement is \$39,701. Construction is expected to take two to three weeks and will begin in early April.

The attached agreement is under review. The Westfield Public Works Department recommends that the Board of Public Works and Safety authorize the Director of Public Works to enter into this agreement once the final version has been agreed to by both parties in the amount of not to exceed \$39,701.

Public Works Department

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

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

VECTREN REIMBURSEMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2014, by and between THE CITY OF WESTFIELD, Party of the First Part, hereinafter referred to THE CITY OF WESTFIELD, and Vectren Energy Delivery of Indiana, Inc. of the Second Part, hereinafter referred to as VECTREN.

WITNESSETH:

WHEREAS, THE CITY OF WESTFIELD desires to make certain changes, improvements and/or adjustments to their property or facilities located at or near, **the intersection of Carey Road and 161st Street** hereinafter referred to as the "Project".

WHEREAS, said changes, improvements and/or adjustments will adversely affect VECTREN'S operation and maintenance capabilities to its natural gas distribution system.

WHEREAS, due to said construction, certain adjustments, removals, alterations and/or relocations of existing VECTREN facilities will have to be made as shown on Exhibit "A" attached hereto and by this reference made a part of this agreement.

WHEREAS, it is in the best interests of both VECTREN and THE CITY OF WESTFIELD for VECTREN to make these adjustments, removals, alterations and/or relocations of its existing facilities with the their regular construction and maintenance forces, or by a contractor(s) paid under a contract let by VECTREN.

NOW THEREFORE, for and in consideration of the mutual covenant herein recited, both VECTREN and THE CITY OF WESTFIELD do herein agree as follows:

SECTION I **VECTREN** agrees and covenants to the following:

To provide a complete and detailed drawing of the work that will be required by VECTREN to adjust, remove, alter and/or relocate its facilities in a manner that will allow VECTREN to maintain and operate its facility in an approved and acceptable manner, said drawing is referenced above and attached to this agreement as Exhibit "A".

To complete with its regular construction or maintenance crew and personnel at its standard schedule of wages and working hours, or by a VECTREN approved contractor(s), the necessary adjustments, removals, alterations and/or relocations to its existing facilities as shown in Exhibit "A". The preliminary cost estimate thereof being **\$39,701.00** as shown on the estimate attached hereto and marked Exhibit "B" which said Exhibit "B" is hereby made a part of this agreement.

To keep accurate and complete records of all the work and charges required to complete the work detailed in Exhibit "A" and to make these documents accessible to or their auditors for a period of (3) three years from the date final payment is received by VECTREN.

Should these records be audited and discrepancies found that resulted in an overpayment by THE CITY OF WESTFIELD, such over payment refund shall be authorized for repayment to THE CITY OF WESTFIELD within 60 calendar days from the day the discrepancy is discovered, provided that both VECTREN and THE CITY OF WESTFIELD concur that an over payment has been made.

To provide to THE CITY OF WESTFIELD a written explanation if the total project charges exceed the estimated project estimate shown in Exhibit "B" said written explanation will be provided to THE CITY OF WESTFIELD in a timely manner though it is to be understood that some project discrepancies may not be identified until the time of final billing.

SECTION II THE CITY OF WESTFIELD agrees and covenants to the following:

To reimburse to VECTREN the actual cost incurred by VECTREN to complete its work which is estimated to be **\$39,701.00**; the amount shown in exhibit "B" of this Agreement, within 60 calendar days from the date the payment is requested in writing by VECTREN, in one lump sum payment, said Exhibit "B" total being only the estimated dollar amount for VECTREN to complete the work described in Exhibit "A" and presented at the time of the final billing.

SECTION III Neither THE CITY OF WESTFIELD nor its contractor(s) or subcontractors, if any, shall discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of his race, color, religion, national origin or ancestry. Breach of this convening may be regarded as a material breach of the contract.

SECTION IV THE CITY OF WESTFIELD, its employees, agents and representatives, shall indemnify, protect and hold harmless VECTREN 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 (hereinafter "Claim"), arising out of intentional, tortuous or sole negligence of CITY OF WESTFIELD, 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 VECTREN is guilty of negligence with respect to the occurrence or occurrences giving rise to the Claim, the CITY OF WESTFIELD shall have no duty to indemnify, protect, or hold harmless VECTREN.

SECTION V CITY OF WESTFIELD, its contractor(s) and subcontractors, if any, shall abide by all terms and conditions of VECTREN, and/or other jurisdictional agencies for the Project including, but not limited to, State, County and Municipal authorities, the United States Army Corps of Engineers, Indiana Department of Environmental Management, and Indiana Department of Natural Resources.

SECTION VI No portion of this Agreement shall become legally binding until said Agreement is fully signed and executed by both parties.

IN WITNESS WHEREOF, the parties hereto separately and severally have caused this instrument to be executed in their respective names by and through their duly authorized company officials and/or property owners.

ACKNOWLEDGMENT

Vectren Energy Delivery of Indiana, Inc.

Jon Luttrell, Vice President – Energy Delivery
(Signature of Company Official)

Jon Luttrell
(Company Officials Name Printed or Typed)

ATTEST:

State of Indiana County of _____ SS:

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

Jon Luttrell, Vice President – Energy Delivery
(Name and Offices of Company Official)

Such Official being a duly authorized representative of Vectren Energy Delivery and acknowledged the execution of the foregoing contract on this ____ day of _____, 2014.

Witness my hand and seal the said last day.

(Notary Public)

(Notary Public, Printed or Typed)

County of Residence

My Commission Expires:

ACKNOWLEDGMENT

_____.

(Signature of Company Official)

(Company Officials Name Printed or Typed)

(Company Officials Position or Title)

ATTEST:

On this _____ day of _____, 20__ there appeared before me, a Notary

Public, _____
(Name and Office of Company Official)

Such Official being a duly authorized representative of _____ and acknowledged
the execution of the foregoing contract on this ____ day of _____, 2014 .

Witness my hand and seal the said last day.

(Notary Public)

(Name Printed or Typed)

(County of Residence)

My Commission Expires: _____



**CAREY ROAD AND
EAST 161ST STREET
ROUND A BOUT
PROJECT**

EXHIBIT "A"

**VECTREN ENERGY
RELOCATION DRAWING**

5 PAGES



CAREY ROAD AND EAST 161ST STREET ROUND A BOUT PROJECT

EXHIBIT "B"

VECTREN ENERGY COST ESTIMATE

3 PAGES

VECTREN PROJECT COST ESTIMATE

Exhibit "B"

PROJECT LOCATION:			
161st Street @ Carey Rd., Westfield, In.			
OSA	Noblesville	DATE:	2-17-2014
PROJECT ESTIMATED BY:		Brian Harger	
PHONE:		317 776-5534	
MAXIMO PROJECT NUMBER:		10518458	
POWER PLANT PROJECT NUMBER:		14583002061213	
PROJECT TASK NUMBER:		001	
PROJECT OWNER:		City of Westfield	
PROJECT CONTACT:		Neil VanTrees	
PHONE:		896-5570	
OWNERS PROJECT NUMBER:			
DES# OR ID NUMBER:			
MATERIAL:			
ITEM ID NUMBER	ITEM DESCRIPTION	QUANTITY	COST
086000	Pipe, 6" Plastic	250	\$1,227
614643	Wire, #12 Tracer	500	\$79
179500	Tape, Warning	1	\$41
228680	Clamp, 6" Support	12	\$447
229344	Coupling, 6" E Fuse	12	\$1,280
221950	Ell, 6" Plastic	20	\$693
604500	Post, Pipeline Marker	9	\$288
600325	Anode, 3#	5	\$92
225405	Tee, 6" Plastic	1	\$169
220270	Caps, 6" Plastic	4	\$111
142650	Valve, 6" Plastic	1	\$521
151700	Box, Valve	1	\$36
TOTAL MATERIAL ESTIMATE			\$4,982

VECTREN PROJECT COST ESTIMATE

VECTREN LABOR:		
ITEM DESCRIPTION	QUANTITY	COST
INSPECTOR	100	\$4,983
FITTER		
TAPPING OPERATOR		
OPERATOR		
WELDER		
SERVICE TECH		
MISC		
MISC		
MISC		
TOTAL COMPANY LABOR ESTIMATE		\$4,983
VECTREN TRANS:		
ITEM DESCRIPTION	QUANTITY	COST
CL 1 (LIGHT DUTY)	100	\$895
CL 2 (MEDIUM DUTY)		
CL 3 (HEAVY DUTY)		
TOTAL TRANSPORTATION ESTIMATE		\$895
PRIMARY CONTRACTOR LABOR:		
ITEM DESCRIPTION	QUANTITY	COST
MILLER PIPELINE	112	\$27,166
TOTAL CONTRACT LABOR ESTIMATE		\$27,166

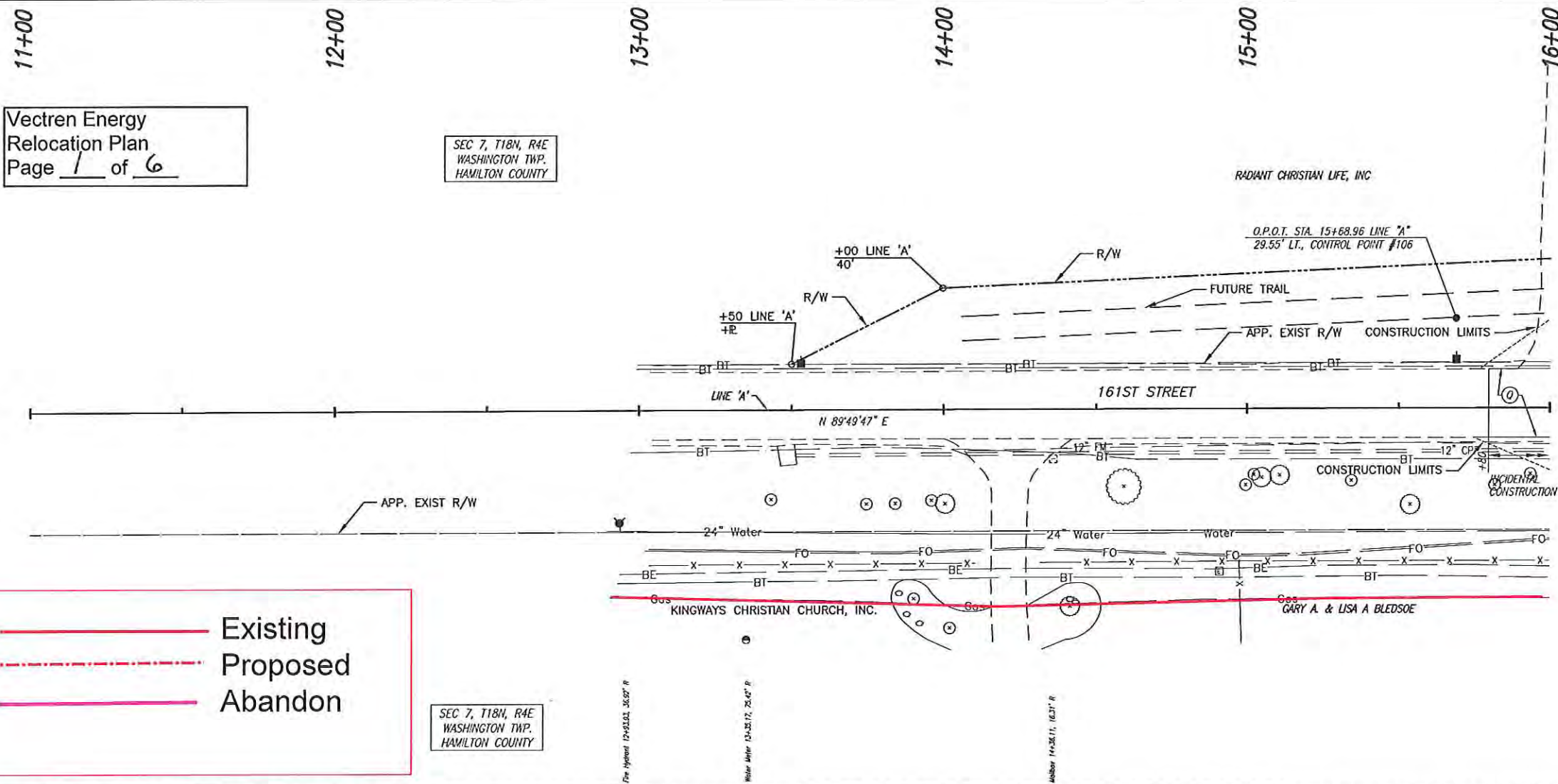
VECTREN PROJECT COST ESTIMATE

MISC COST:		
ITEM DESCRIPTION	QUANTITY	COST
Flowable Fill	10	\$1,155
Sand, Stone, etc	1	\$231
Permits, etc	1	\$289
TOTAL MISC COSTS ESTIMATE		\$1,675
SUMMARY OF ALL CHARGES:		
TOTAL MATERIAL ESTIMATE		\$4,982
TOTAL VECTREN LABOR ESTIMATE		\$4,983
TOTAL CO. TRANS. ESTIMATE		\$895
TOTAL CONTRACTOR ESTIMATE		\$27,166
TOTAL MISC. ESTIMATE		\$1,675
TOTAL PROJECT ESTIMATE		\$39,701
Credits		
Non Reimb. Items		\$0
D I Credit		\$0
Revenue Credit		\$0
Lump Sum		\$0
Percentage	0%	\$0
NET PROJECT COST		\$39,701
PLEASE NOTE: DOLLARS ARE ROUNDED TO THE NEAREST WHOLE DOLLAR		

SEC 7, T18N, R4E
WASHINGTON TWP.
HAMILTON COUNTY

SEC 7, T18N, R4E
WASHINGTON TWP.
HAMILTON COUNTY

Existing
Proposed
Abandon



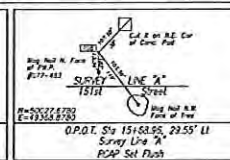
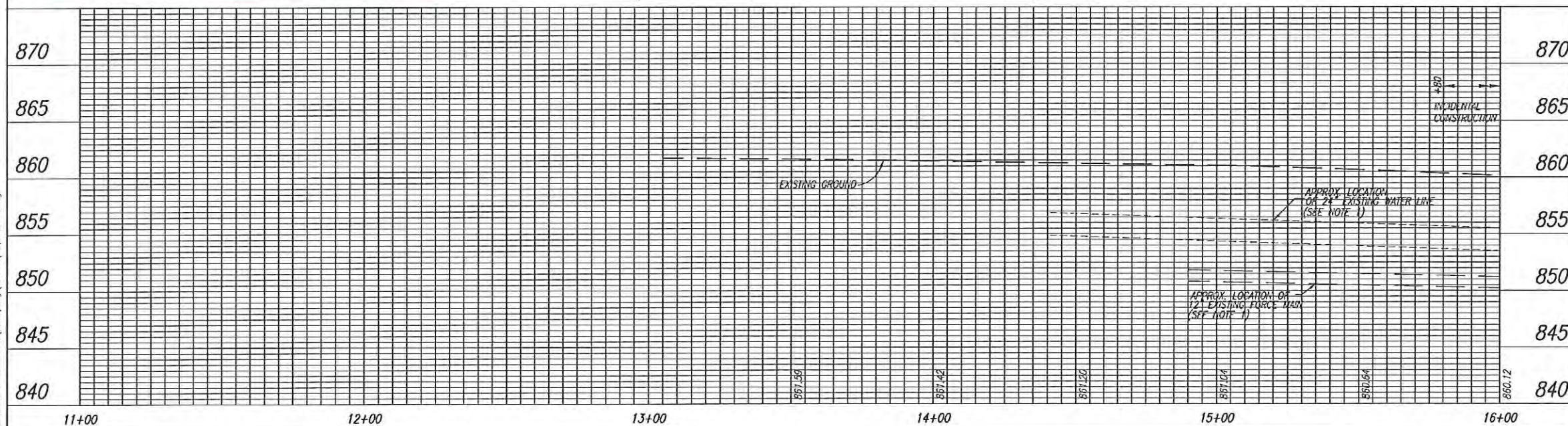
LEGEND

- 13 INDOT CONCRETE CURB TYPE B
- 14 INDOT CONCRETE CURB
- 15 INDOT COMBINED CONCRETE CURB & GUTTER
- 22 BRICK PAVERS ON 6" CONCRETE ON 4" COMPACTED AGGREGATE BASE #53 (SEE GENERAL DETAIL SHEET #25)
- 26 NURSERY SODDING-SEE LANDSCAPING PLANS
- 27 SEEDING, SEE LANDSCAPING PLANS
- C 6" PCCP ON SUBGRADE TREATMENT IIA
- F ASPHALT SURFACE 110 #/SYD. HMA SURFACE TYPE A, 9.5 mm ON 220 #/SYD. HMA INTERMEDIATE TYPE A, 19.0 mm ON 4" COMPACTED AGGREGATE BASE, NO 53
- K MAINLINE PAVEMENT SECTION 165 #/SYD. HMA SURFACE TYPE B ON 275 #/SYD. HMA INTERMEDIATE TYPE B ON 440 #/SYD. HMA BASE TYPE B ON 300 #/SYD. QC/QA-HMA, 5, 76, INTERMEDIATE, ON 220 #/SYD. HMA BASE TYPE B, ON SUBGRADE TREATMENT, TYPE I
- D SURFACE MILLING AND OVERLAY 165 #/SYD. HMA SURFACE TYPE B ON TRANSITION MILLING UP TO 1.5"
- CURB RAMP (LETTER DENOTES TYPE) AND PAVERS (SEE GENERAL DETAIL SHEET #25)
- T SIDEWALK TRANSITION

NOTE:

1. LOCATIONS OF THE SANITARY FORCED MAIN AND WATER LINE ARE APPROXIMATE AND ARE PROVIDED BY THE CITY OF WESTFIELD. CONTRACTOR SHALL FIELD VERIFY EXISTING ELEVATIONS.

ALL TOPOGRAPHY DESCRIBED FROM LINE "A"

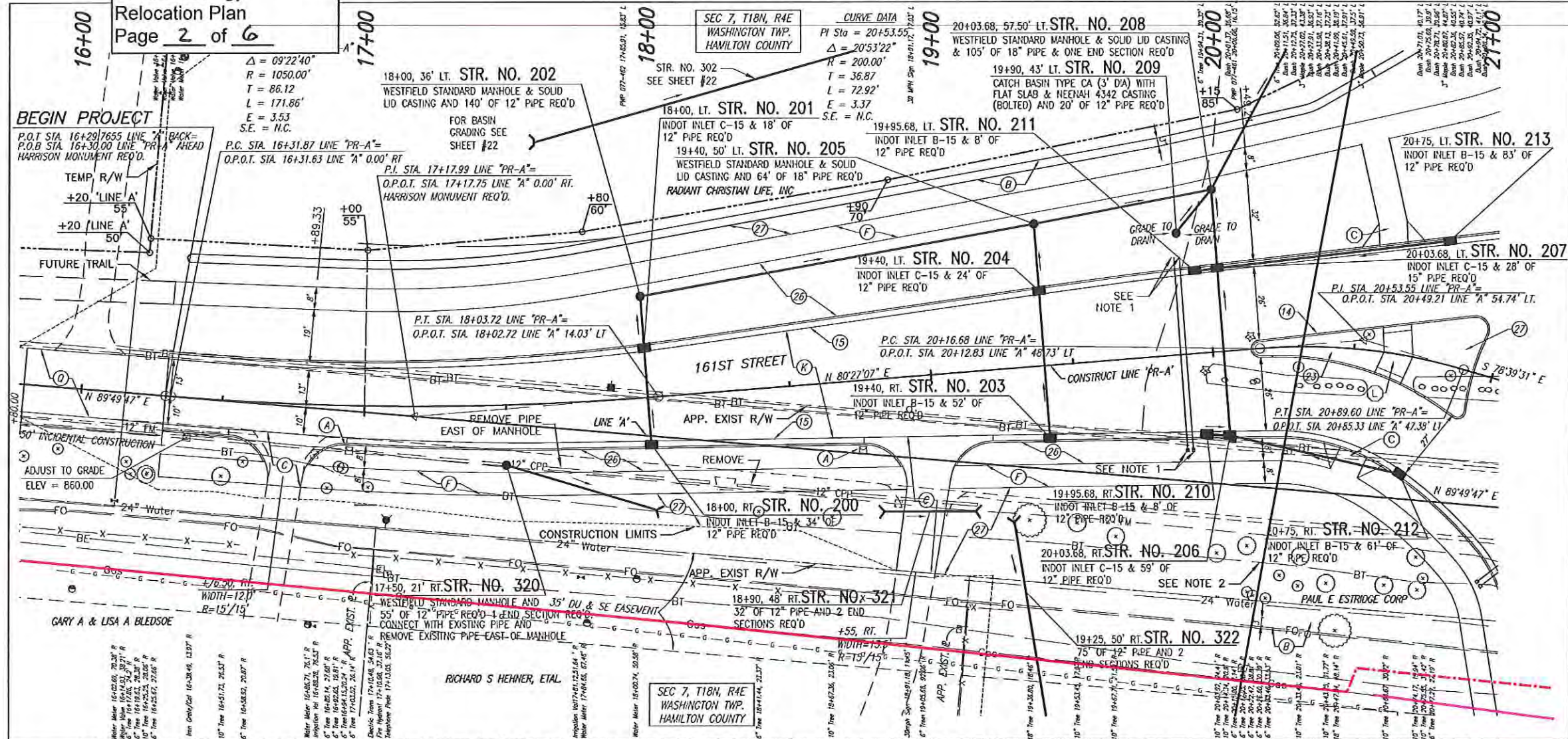


NOT FOR
CONSTRUCTION
DLZ INDIANA, LLC

RECOMMENDED FOR APPROVAL	
DESIGNED: RED	DATE
CHECKED: BF	CHECKED: BF

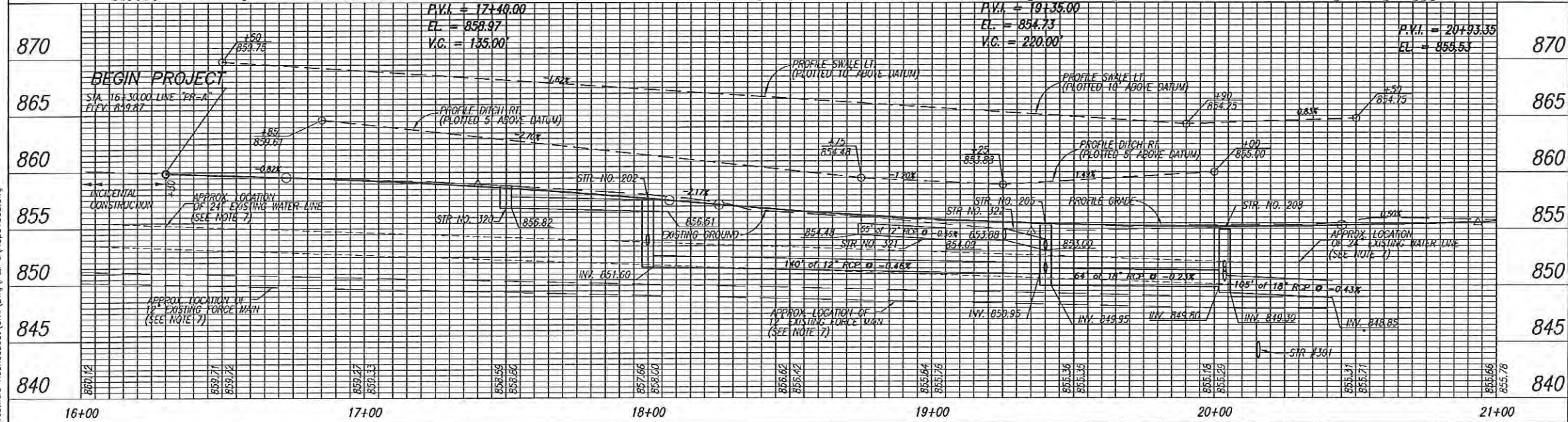
CITY OF WESTFIELD
161ST AND CAREY RD
PLAN AND PROFILE
LINE "A" STA. 11+00 TO 16+00

HORIZONTAL SCALE 1"=20'	ROAD FILE N/A
VERTICAL SCALE 1"=5'	DESIGNATION -
SURVEY BOOK	SHEETS 14 of 60
CONTRACT	PROJECT



- LEGEND**
- 13 INDOT CONCRETE CURB TYPE B
 - 14 INDOT CONCRETE CURB
 - 15 INDOT COMBINED CONCRETE CURB & GUTTER
 - 22 BRICK PAVERS ON 6" CONCRETE ON 4" COMPACTED AGGREGATE BASE #53 (SEE GENERAL DETAIL SHEET #25)
 - 23 BRICK PAVERS ON 4" CONCRETE (SEE LANDSCAPING PLANS)
 - 26 NURSERY SODDING-SEE LANDSCAPING PLANS
 - 27 SEEDING, SEE LANDSCAPING PLANS
 - (B) TOP OF BERM
 - (C) 6" PCOP ON SUBGRADE TREATMENT EIA
 - (F) ASPHALT SURFACE 110 #/SYD. HMA SURFACE TYPE A, 9.5 mm ON 220 #/SYD. HMA INTERMEDIATE TYPE A, 19.0 mm ON 4" COMPACTED AGGREGATE BASE, NO 53
 - (K) MAINLINE PAVEMENT SECTION 165#/#/SYD. HMA SURFACE TYPE B ON 275#/#/SYD. HMA INTERMEDIATE TYPE B ON 440#/#/SYD. HMA BASE TYPE B ON 300 #/SYD OC/QA-HMA, 5, 76, INTERMEDIATE, ON 220#/#/SYD. HMA BASE TYPE B, ON SUBGRADE TREATMENT, TYPE I
 - (D) SURFACE MILLING AND OVERLAY 165#/#/SYD. HMA SURFACE TYPE B ON TRANSITION MILLING UP TO 1.5"
 - (-) CURB RAMP (LETTER DENOTES TYPE) AND PAVERS (SEE GENERAL DETAIL SHEET #25)
 - (T) SIDEWALK TRANSITION
 - (A) SINGLE MAILBOX ASSEMBLY, RESET
- ALL TOPOGRAPHY DESCRIBED FROM LINE "A"
ALL R/W DESCRIBED FROM LINE "PR-A" EXCEPT AS SHOWN.
- BENCHMARKS:**
TBM#4 CUT "X" N.E. CORNER OF CONCRETE PAD FOR WATER MAIN VAULT, N.SIDE OF 161ST STREET +/- 600' W. OF CAREY ROAD AND 120.08 FEET LEFT OF STA. 16+26.16 LINE "A". ELEV.=859.48
N=50118.372 E=49425.6070
- NOTES:**
1. CONTRACTOR TO PROVIDE A 2" PVC CONDUIT AND A 4" PVC CONDUIT WITH PULL BOXES AS SHOWN ON THE PLANS FOR FUTURE IRRIGATION AND ELECTRICAL NEEDS. 2" CONDUIT SHALL BE FOR IRRIGATION AND 4" CONDUIT FOR ELECTRICAL. THE PULL BOX COVERS SHALL BE LABELED ACCORDINGLY FOR IDENTIFICATION IN ACCORDANCE WITH THE CITY STANDARDS
 2. SEE SHEET #22 FOR DRAINAGE BASIN AND STRUCTURE DETAILS
 3. ALL STORM MANHOLE COVERS SHALL BE LABELED FOR IDENTIFICATION IN ACCORDANCE WITH THE CITY STANDARDS
 4. BLUE REFLECTORS SHALL BE INSTALLED IN PAVEMENT TO MARK FIRE HYDRANTS (PRIVATE AND PUBLIC) PER THE CITY OF WESTFIELD'S UTILITY AND INFRASTRUCTURE CONSTRUCTION STANDARDS.
 5. ALL OPEN ENDED INLETS MUST HAVE DEBRIS GUARD INSTALLED
 6. NEW CURB SHALL HAVE "V" MARKED IN IT AT VALVE LOCATIONS FOR WATER
 7. LOCATIONS OF THE SANITARY FORCED MAIN AND WATER LINE ARE APPROXIMATE AND ARE PROVIDED BY THE CITY OF WESTFIELD. CONTRACTOR SHALL FIELD VERIFY EXISTING ELEVATIONS.

Date: Nov 24, 2010, 11:42am User ID: hcolumbia
File: M:\proj\09623\0623-Westfield Roundabout\Civil\Draw\2\PR-A\RCPO1.DWG



NOT FOR CONSTRUCTION
DLZ INDIANA, LLC

RECOMMENDED FOR APPROVAL	DESIGN ENGINEER	DATE
DESIGNED: RED	DRAWN: HCC	
CHECKED: BF	CHECKED: BF	

CITY OF WESTFIELD
161ST AND CAREY RD

PLAN AND PROFILE
LINE "PR-A" STA. 16+00 TO 21+00

HORIZONTAL SCALE	ROAD FILE
1"=20'	N/A
VERTICAL SCALE	DESIGNATION
1"=5'	
SURVEY BOOK	SHEETS
CONTRACT	15 of 60
	PROJECT

Proposed Storm
Elevation=848.50-Check
conflict

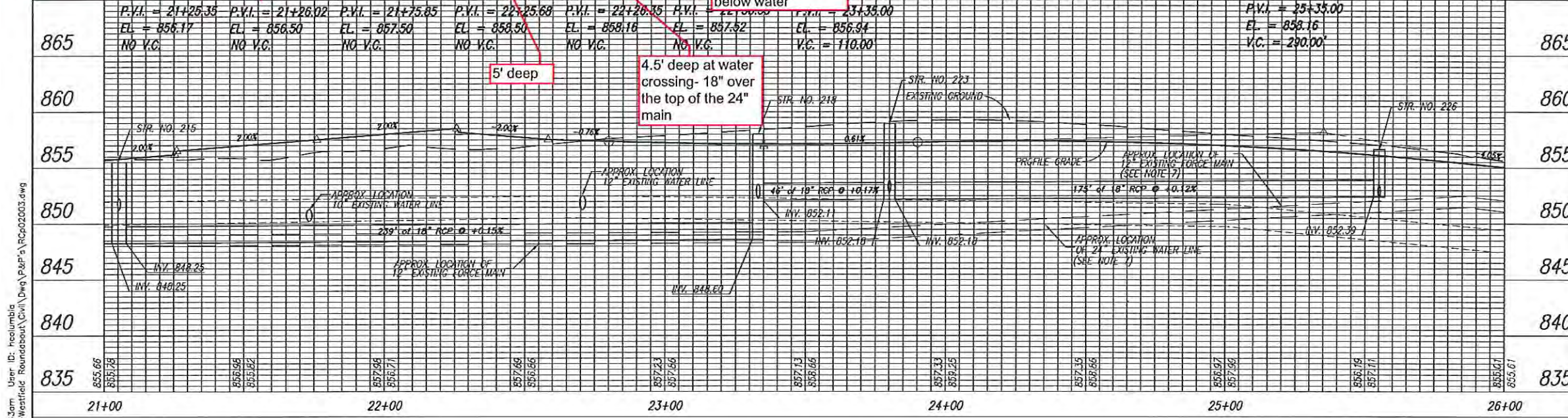
Gas line needs to be at 35'
offset from existing center
of the road to avoid new
Storm

I can be 18" over
the new storm
sewer, B Harger

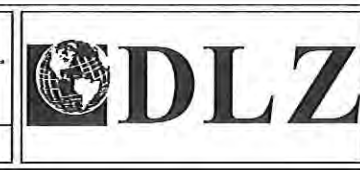
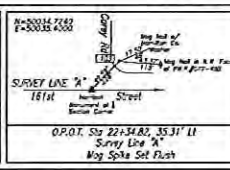
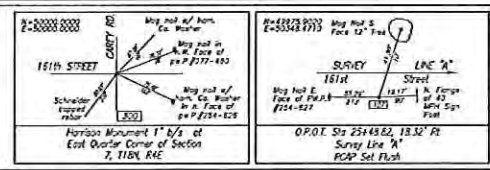
35' will be okay-
B Harger

- 15 INDOT COMBINED CONCRETE CURB & GUTTER
 - 22 BRICK PAVERS ON 6" CONCRETE ON 4" COMPACTED AGGREGATE BASE #53 (SEE GENERAL DETAIL SHEET #25)
 - 23 BRICK PAVERS ON 4" CONCRETE (SEE LANDSCAPING PLANS)
 - 26 NURSERY SODDING-SEE LANDSCAPING PLANS
 - 27 SEEDING, SEE LANDSCAPING PLANS
 - F ASPHALT SURFACE 110 #/SYD. HVA SURFACE TYPE A, 9.5 mm ON 220 #/SYD. HVA INTERMEDIATE TYPE A, 19.0 mm ON 4" COMPACTED AGGREGATE BASE, NO 53
 - R MAINLINE PAVEMENT SECTION 165#/SYD. HVA SURFACE TYPE B ON 275#/SYD. HVA INTERMEDIATE TYPE B ON 440#/SYD. HVA BASE TYPE B ON 300 #/SYD. OC/OA-HVA, 5, 76, INTERMEDIATE, ON 220#/SYD. HVA BASE TYPE B, ON SUBGRADE TREATMENT, TYPE 1
 - 12" X 12" PULLBOX
 - ⊖ CURB RAMP (LETTER DENOTES TYPE) AND PAVERS (SEE GENERAL DETAIL SHEET #25)
 - Ⓣ SIDEWALK TRANSITION
- ALL TOPOGRAPHY DESCRIBED FROM LINE "A"
- ALL R/W DESCRIBED FROM LINE "PR-A" EXCEPT AS SHOWN.
- BENCHMARKS:**
1BM CUT "X" N.E. BOLT TOP FLANGE OF F. HYDRANT N.E. QUAD. OF 161ST AND CAREY AT 35.43 FEET RIGHT OF STA. 32+34.69 LINE "B".
ELEV.=857.903

- NOTES:
1. CONTRACTOR TO PROVIDE A 2" PVC CONDUIT AND A 4" PVC CONDUIT WITH PULL BOXES AS SHOWN ON THE PLANS FOR FUTURE IRRIGATION AND ELECTRICAL NEEDS. 2" CONDUIT SHALL BE FOR IRRIGATION AND 4" CONDUIT FOR ELECTRICAL. THE PULL BOX COVERS SHALL BE LABELED ACCORDINGLY FOR IDENTIFICATION IN ACCORDANCE WITH THE CITY STANDARDS
 2. ALL STORM MANHOLE COVERS SHALL BE LABELED FOR IDENTIFICATION IN ACCORDANCE WITH THE CITY STANDARDS
 3. BLUE REFLECTORS SHALL BE INSTALLED IN PAVEMENT TO MARK FIRE HYDRANTS (PRIVATE AND PUBLIC) PER THE CITY OF WESTFIELD'S UTILITY AND INFRASTRUCTURE CONSTRUCTION STANDARDS.
 4. ALL OPEN ENDED INLETS MUST HAVE DEBRIS GUARD INSTALLED
 5. NEW CURB SHALL HAVE "V" MARKED IN IT AT VALVE LOCATIONS FOR WATER
 6. CONTRACTOR SHALL CONTACT HAMILTON COUNTY SURVEYOR'S OFFICE FOR PLACEMENT OF THIS SECTION CORNER BEFORE START OF THE PROJECT.
 7. LOCATIONS OF THE SANITARY FORCED MAIN AND WATER LINE ARE APPROXIMATE AND ARE PROVIDED BY THE CITY OF WESTFIELD. CONTRACTOR SHALL FIELD VERIFY EXISTING ELEVATIONS.



Date: Nov 24, 2010, 11:43am User ID: hoolumbia
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RECOMMENDED FOR APPROVAL	DESIGN ENGINEER	DATE
DESIGNED: RED	DRAWN: HCC	
CHECKED: BF	CHECKED: BF	

CITY OF WESTFIELD
161ST AND CAREY RD

PLAN AND PROFILE
LINE "PR-A" STA. 21+00 TO 26+00

HORIZONTAL SCALE 1"=20'	ROAD FILE N/A
VERTICAL SCALE 1"=5'	DESIGNATION -
SURVEY BOOK	SHEETS 16 of 60
CONTRACT	PROJECT



LEGEND

- (13) INDOT CONCRETE CURB TYPE B
- (14) INDOT CONCRETE CURB
- (19) INDOT COMBINED CONCRETE CURB & GUTTER
- (22) BRICK PAVERS ON 6" CONCRETE ON 4" COMPACTED AGGREGATE BASE #53 (SEE GENERAL DETAIL SHEET #25)
- (26) NURSERY SODDING-SEE LANDSCAPING PLANS
- (27) SEEDING, SEE LANDSCAPING PLANS
- (F) ASPHALT SURFACE
110 #/SYD. HMA SURFACE TYPE A, 9.5 mm ON 220 #/SYD. HMA INTERMEDIATE TYPE A, 19.0 mm ON 4" COMPACTED AGGREGATE BASE, NO 53
- (K) MAINLINE PAVEMENT SECTION
165#/SYD. HMA SURFACE TYPE B ON 275#/SYD. HMA INTERMEDIATE TYPE B ON 440#/SYD. HMA BASE TYPE B ON 300 #/SYD. OC/OA-HMA, 5, 76, INTERMEDIATE, ON 220#/SYD. HMA BASE TYPE B, ON SUBGRADE TREATMENT, TYPE I
- (O) SURFACE MILLING AND OVERLAY
165#/SYD. HMA SURFACE TYPE B ON TRANSITION MILLING UP TO 1.5"
- (-) CURB RAMP (LETTER DENOTES TYPE) AND PAVERS (SEE GENERAL DETAIL SHEET #25)
- (T) SIDEWALK TRANSITION

BENCHMARKS:

BM#5 R.R. SPIKE IN N. FACE P&P#254-629 ON S.SIDE OF 161ST STREET, W. OF ENTRANCE TO BRIDGEWATER COUNTRY CLUB AT 39.01 FEET RIGHT OF STA. 29+27.83 LINE "A".
ELEV.=844.17

NOTES:

1. ALL STORM MANHOLE COVERS SHALL BE LABELED FOR IDENTIFICATION IN ACCORDANCE WITH THE CITY STANDARDS
2. BLUE REFLECTORS SHALL BE INSTALLED IN PAVEMENT TO MARK FIRE HYDRANTS (PRIVATE AND PUBLIC) PER THE CITY OF WESTFIELD'S UTILITY AND INFRASTRUCTURE CONSTRUCTION STANDARDS.
3. ALL OPEN ENDED INLETS MUST HAVE DEBRIS GUARD INSTALLED
4. NEW CURB SHALL HAVE "V" MARKED IN IT AT VALVE LOCATIONS FOR WATER
5. LOCATIONS OF THE SANITARY FORCED MAIN AND WATER LINE ARE APPROXIMATE AND ARE PROVIDED BY THE CITY OF WESTFIELD. CONTRACTOR SHALL FIELD VERIFY EXISTING ELEVATIONS.

ALL TOPOGRAPHY DESCRIBED FROM LINE "A"

ALL R/W DESCRIBED FROM LINE "PR-A" EXCEPT AS SHOWN.

HORIZONTAL SCALE		ROAD FILE	
1"=20'		N/A	
VERTICAL SCALE		DESIGNATION	
1"=5'		--	
SURVEY BOOK		SHEETS	
--		17 of 60	
CONTRACT		PROJECT	
--		--	

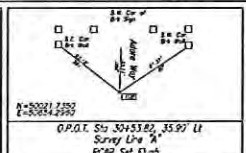
CITY OF WESTFIELD
161ST AND CAREY RD

PLAN AND PROFILE
LINE "PR-A" STA. 26+00 TO 31+00

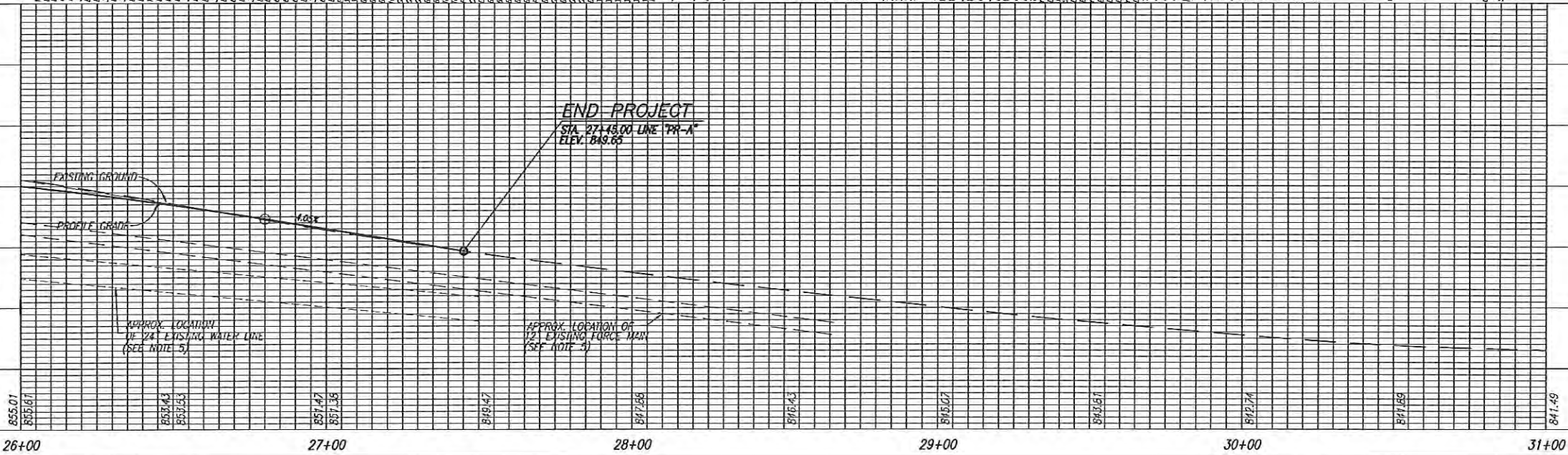
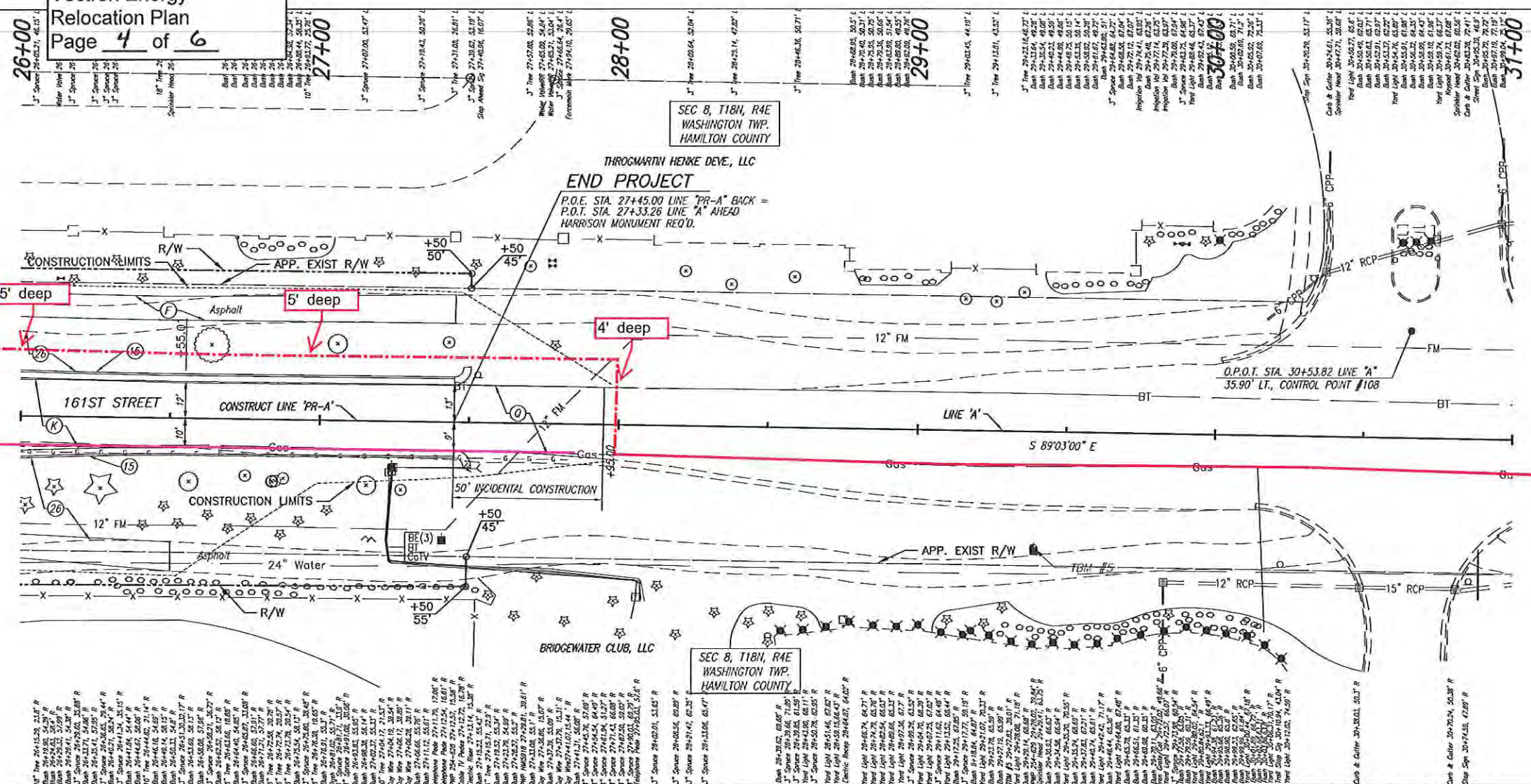
RECOMMENDED FOR APPROVAL		DESIGN ENGINEER		DATE	
DESIGNED: RED		DRAWN: HCC			
CHECKED: BF		CHECKED: BF			



NOT FOR CONSTRUCTION
DLZ INDIANA, LLC



DATE: STA 30+53.82, 35.97 LT
Survey Line "A"
RCP Set Flush



Check conflict.
Proposed Storm pipe is
at Elevation=849.31

60" Cover from Station 27+50
to 31+25

Check conflict. Proposed Storm
pipe is at Elevation=849.20

I can be at Elev. 847 at approx 7' feet
deep under these two tiles. B Harger



LEGEND

- (13) INDOT CONCRETE CURB TYPE B
- (14) INDOT CONCRETE CURB
- (15) INDOT COMBINED CONCRETE CURB & GUTTER
- (22) BRICK PAVERS ON 6" CONCRETE ON 4" COMPACTED AGGREGATE BASE #53 (SEE GENERAL DETAIL SHEET #25)
- (26) NURSERY SODDING-SEE LANDSCAPING PLANS
- (27) SEEDING, SEE LANDSCAPING PLAN
- (B) TOP OF BERM
- (F) ASPHALT TRAIL
110 #/SYD. HMA SURFACE TYPE A ON 220 #/SYD. HMA INTERMEDIATE TYPE A ON 4" COMPACTED AGGREGATE BASE, NO 53
- (K) MAINLINE PAVEMENT
165#/SYD. HMA SURFACE TYPE B ON 275#/SYD. HMA INTERMEDIATE TYPE B ON 440#/SYD. HMA BASE TYPE B ON 300 #/SYD. OC/QA-HMA, 5, 76, INTERMEDIATE, ON 220#/SYD. HMA BASE TYPE B, ON SUBGRADE TREATMENT, TYPE I
- (D) SURFACE MILLING AND OVERLAY
165#/SYD. HMA SURFACE TYPE B ON TRANSITION MILLING UP TO 1.5"
 - 12" X 12" PULLBOX
- (C) CURB RAMP (LETTER DENOTES TYPE) AND BRICK PAVERS (SEE GENERAL DETAIL SHEET #25)
- (T) SIDEWALK TRANSITION

- NOTES:
- CONTRACTOR TO PROVIDE A 2" PVC CONDUIT AND A 4" PVC CONDUIT WITH PULL BOXES AS SHOWN ON THE PLANS FOR FUTURE IRRIGATION AND ELECTRICAL NEEDS. 2" CONDUIT SHALL BE FOR IRRIGATION AND 4" CONDUIT FOR ELECTRICAL. THE PULL BOX COVERS SHALL BE LABELED ACCORDINGLY FOR IDENTIFICATION IN ACCORDANCE WITH THE CITY STANDARDS
 - SEE SHEET #22 FOR DRAINAGE BASIN AND STRUCTURE DETAILS
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ALL TOPOGRAPHY DESCRIBED FROM LINE "B"

ALL R/W DESCRIBED FROM LINE "PR-B" EXCEPT AS SHOWN.

HORIZONTAL SCALE		ROAD FILE	
1"=20'		N/A	
VERTICAL SCALE		DESIGNATION	
1"=5'		-	
SURVEY BOOK		SHEETS	
CONTRACT		18 of 60	
-		PROJECT	
-		-	

CITY OF WESTFIELD
161ST AND CAREY RD

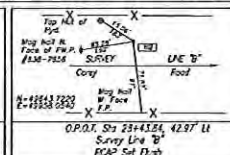
PLAN AND PROFILE
LINE "PR-B" STA. 26+00 TO 31+00

RECOMMENDED
FOR APPROVAL

DESIGN ENGINEER DATE

DESIGNED: RED DRAWN: HCC

CHECKED: BF CHECKED: BF





LEGEND

- 13 INDOT CONCRETE CURB TYPE B
- 14 INDOT CONCRETE CURB
- 15 INDOT COMBINED CONCRETE CURB & GUTTER
- 22 BRICK PAVERS ON 6" CONCRETE ON 4" COMPACTED AGGREGATE BASE #53 (SEE GENERAL DETAIL SHEET #25)
- 23 BRICK PAVERS ON 4" CONCRETE (SEE LANDSCAPING PLANS)
- 26 NURSERY SODDING-SEE LANDSCAPING PLANS
- 27 SEEDING, SEE LANDSCAPING PLANS
- B TOP OF BERM
- F ASPHALT SURFACE
110 #/SYD. HMA SURFACE TYPE A, 9.5 mm ON
220 #/SYD. HMA INTERMEDIATE TYPE A, 19.0 mm ON
4" COMPACTED AGGREGATE BASE, NO 53
- K MAINLINE PAVEMENT SECTION
65#SYD. HMA SURFACE TYPE B ON
275#SYD. HMA INTERMEDIATE TYPE B ON
440#SYD. HMA BASE TYPE B ON
300 #/SYD. OC/OA-HMA, 5, 76, INTERMEDIATE, ON
220#SYD. HMA BASE TYPE B, ON
SUBGRADE TREATMENT, TYPE I
- 12" x 12" PULLBOX
- C CURB RAMP (LETTER DENOTES TYPE) AND PAVERS (SEE GENERAL DETAIL SHEET #25)
- D SIDEWALK TRANSITION

ALL TOPOGRAPHY DESCRIBED FROM LINE "B"

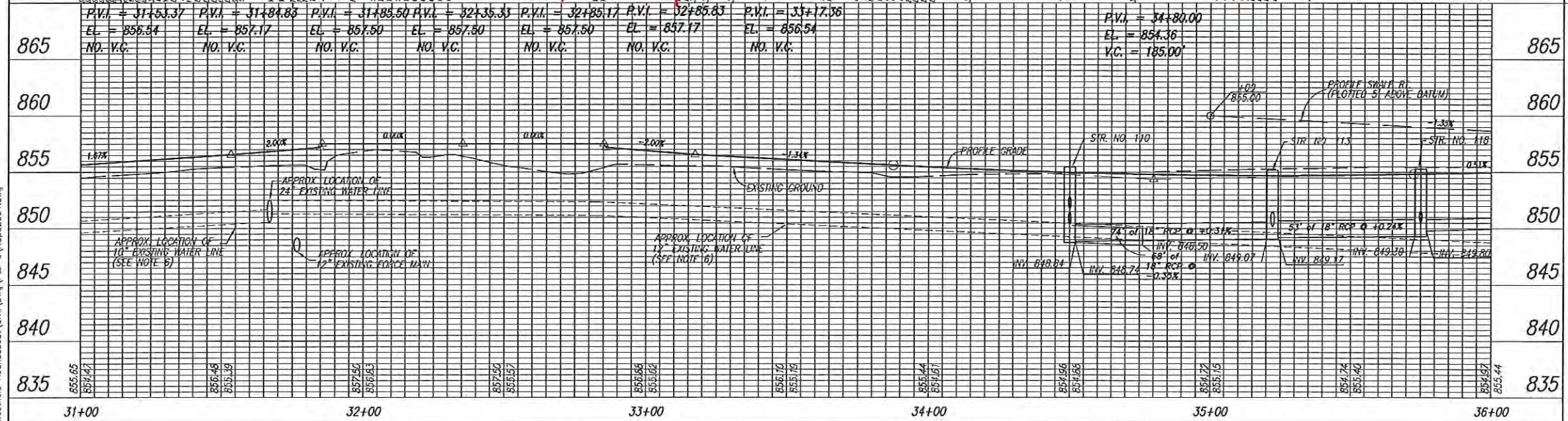
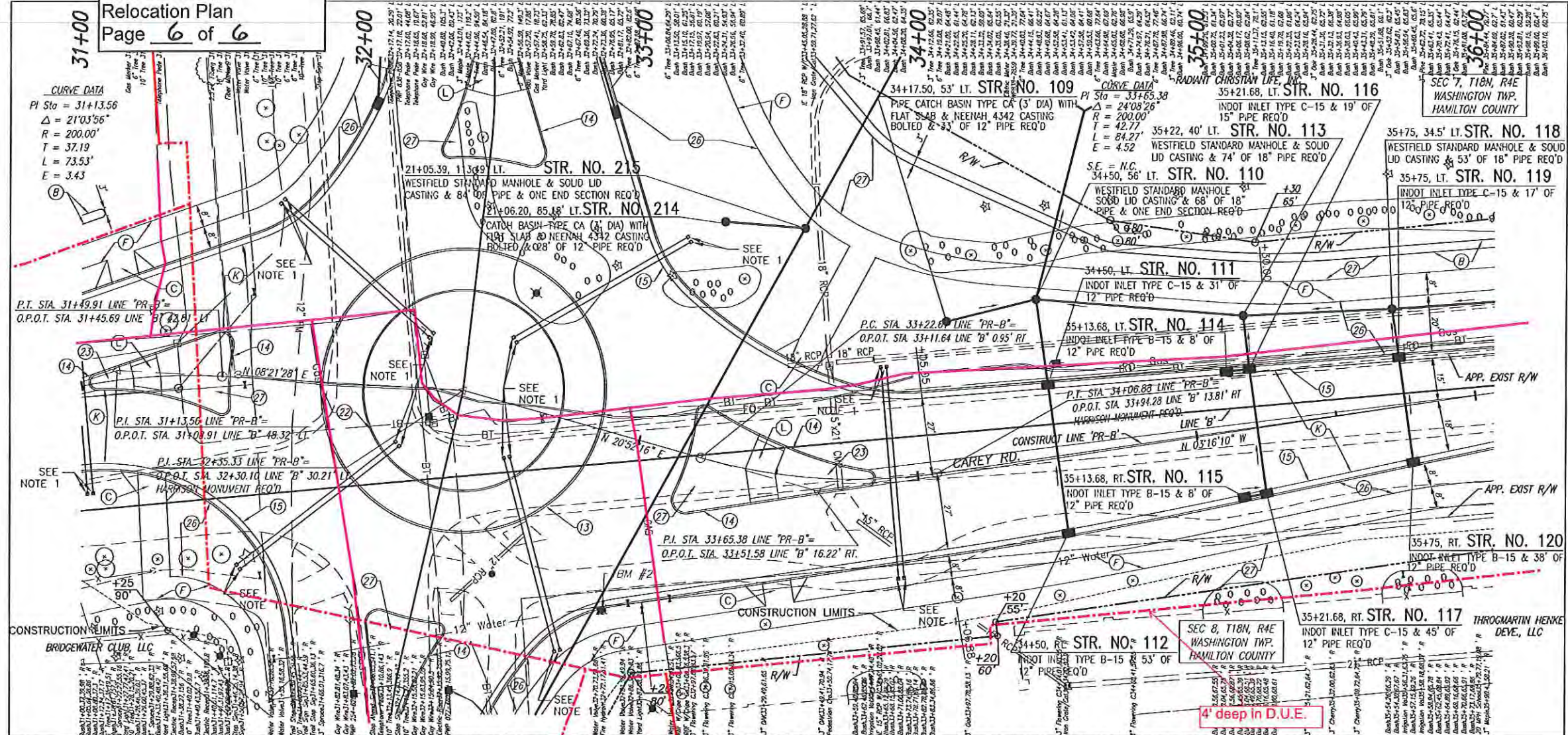
ALL R/W DESCRIBED FROM LINE "PR-B" EXCEPT AS SHOWN.

BENCHMARKS:

BM#2 CUT "X" N.E. BOLT TOP FLANGE OF F. HYDRANT N.E. QUAD. OF 161ST AND CAREY AT 51.86 FEET RIGHT OF STA. 32+74.1 LINE "B".
ELEV.=857.90

NOTES:

- CONTRACTOR TO PROVIDE A 2" PVC CONDUIT AND A 4" PVC CONDUIT WITH PULL BOXES AS SHOWN ON THE PLANS FOR FUTURE IRRIGATION AND ELECTRICAL NEEDS. 2" CONDUIT SHALL BE FOR IRRIGATION AND 4" CONDUIT FOR ELECTRICAL. THE PULL BOX COVERS SHALL BE LABELED ACCORDINGLY FOR IDENTIFICATION IN ACCORDANCE WITH THE CITY STANDARDS
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Date: Nov 24, 2010, 11:45am User: D:\holumbia
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RECOMMENDED FOR APPROVAL

DESIGN ENGINEER DATE

DRAWN: HCC

CHECKED: BF

CITY OF WESTFIELD
161ST AND CAREY RD

PLAN AND PROFILE
LINE "PR-B" STA. 31+00 TO 36+00

HORIZONTAL SCALE
1"=20'

VERTICAL SCALE
1"=5'

SURVEY BOOK

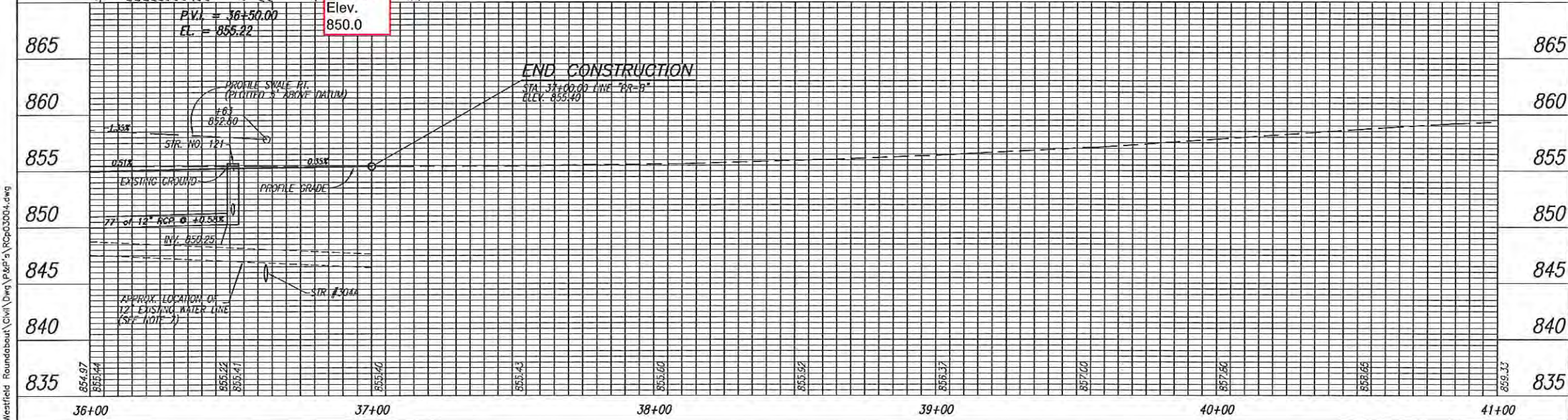
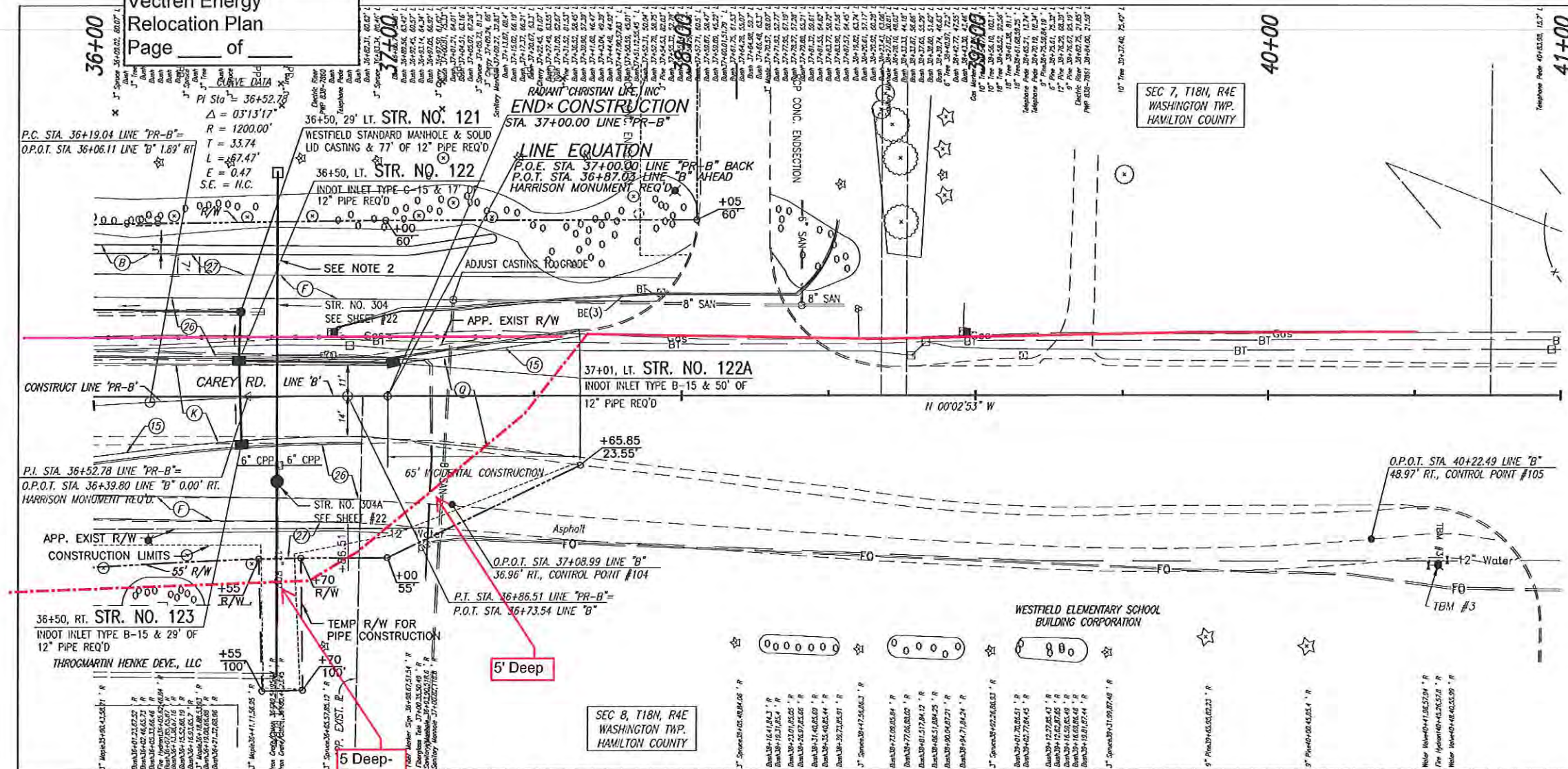
CONTRACT

ROAD FILE
N/A

DESIGNATION

SHEETS
19 of 60

PROJECT



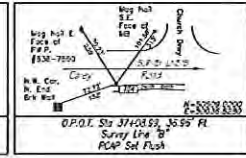
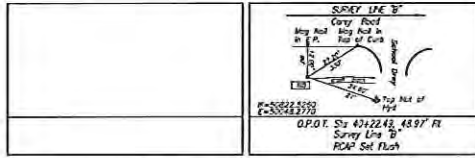
- LEGEND**
- 13 INDOT CONCRETE CURB TYPE B
 - 14 INDOT CONCRETE CURB
 - 15 INDOT COMBINED CONCRETE CURB & GUTTER
 - 22 BRICK PAVERS ON 6" CONCRETE ON 4" COMPACTED AGGREGATE BASE #53 (SEE GENERAL DETAIL SHEET #25)
 - 26 NURSERY SOODING-SEE LANDSCAPING PLANS
 - 27 SEEDING, SEE LANDSCAPING PLANS
 - F ASPHALT SURFACE
110 #/SYD. HMA SURFACE TYPE A, 9.5 mm ON
220 #/SYD. HMA INTERMEDIATE TYPE A, 19.0 mm ON
4" COMPACTED AGGREGATE BASE, NO 53
 - B TOP OF BERM
 - K MAINLINE PAVEMENT SECTION
165#/SYD. HMA SURFACE TYPE B ON
275#/SYD. HMA INTERMEDIATE TYPE B ON
440#/SYD. HMA BASE TYPE B ON
300 #/SYD. OC/QA-HMA, 5, 76, INTERMEDIATE, ON
220#/SYD. HMA BASE TYPE B, ON
SUBGRADE TREATMENT, TYPE I
 - 0 SURFACE MILLING AND OVERLAY
165#/SYD. HMA SURFACE TYPE B ON
TRANSITION MILLING UP TO 1.5"
 - CURB RAMP (LETTER DENOTES TYPE) AND PAVERS
(SEE GENERAL DETAIL SHEET #25)
 - T SIDEWALK TRANSITION

ALL TOPOGRAPHY DESCRIBED FROM LINE "B"
ALL R/W DESCRIBED FROM LINE "PR-B" EXCEPT
AS SHOWN.

BENCHMARKS:
BM#3 CUT "X" W. BOLT TOP FLANGE OF F. HYDRANT S.E.
QUAD. OF CAREY ROAD AND ENTRANCE TO CAREY RIDGE
ELEM. AT 57.41 FEET RIGHT OF STA. 40+45.28 LINE "B".
ELEV.=860.26

NOTES:

1. CONTRACTOR TO PROVIDE A 2" PVC CONDUIT AND A 4" PVC CONDUIT WITH PULL BOXES AS SHOWN ON THE PLANS FOR FUTURE IRRIGATION AND ELECTRICAL NEEDS. 2" CONDUIT SHALL BE FOR IRRIGATION AND 4" CONDUIT FOR ELECTRICAL. THE PULL BOX COVERS SHALL BE LABELED ACCORDINGLY FOR IDENTIFICATION IN ACCORDANCE WITH THE CITY STANDARDS
2. SEE SHEET #22 FOR DRAINAGE BASIN AND STRUCTURE DETAILS
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RECOMMENDED FOR APPROVAL	DESIGN ENGINEER	DATE
DESIGNED: RED	DRAWN: HCC	
CHECKED: BF	CHECKED: BF	

CITY OF WESTFIELD
161ST AND CAREY RD

PLAN AND PROFILE
LINE "PR-B" STA. 36+00 TO 41+00

HORIZONTAL SCALE	ROAD FILE
1"=20'	N/A
VERTICAL SCALE	DESIGNATION
1"=5'	
SURVEY BOOK	SHEETS
CONTRACT	20 of 60
	PROJECT



Mayor
Andy Cook

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

Clerk Treasurer
Cindy J. Gossard

Public Works Department

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

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

Memorandum

To: Westfield Board of Public Works & Safety

Date: February 27, 2014

Re: Public Works Project Report

Memo to Board Members

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

Westfield Public Works Executive Summary Progress Report

1. Winter Weather

The management of resources (manpower and supplies) has been a success story for this winter period. Unlike many municipalities we have successfully protected our salt reserves using other agents for snow melt to provide for safe travel through our City. By contract, our salt supplies remain at only 53% spent to date which means that we have 47% (1,692 tons) of our contracted supplies either in our supply barn or awaiting delivery from Cargill. Our next delivery is scheduled Friday, February 28th.

The next challenge is potholes and we have been taking a similar approach as we did with our snow removal. Staff is utilizing communications to help populate operational plans on our social media sites to deliver information to the residents and business owners. To date we have filled 723 potholes in and around the City. We also have several locations in complete disrepair that are being contracted out that include 171st street and miscellaneous areas on Carey Road. The subcontractor, Baumgartner, is starting on Friday, February 28th. Our resurfacing and maintenance program (listed below) for 2014 will address many of the areas that are hardest hit.

2. 2014 Resurfacing and Maintenance Improvement Project (MIP)

The 2014 Resurfacing and MIP list is under review with staff. The Department of Public Works has completed the bid documents for the initial phase of road improvements. This will consist of milling and resurfacing projects. The second phase is being delayed about a month to complete our analysis of areas and to allow the

equipment that traditionally does the full depth reclamation (FDR) to be made available.

Initial MIP Plan:

Location	Repair / Maintenance Plan	Anticipated Cost
Grey Hound Pass (151 st – Oak Ridge)	Mill & resurface	\$ 131,074
Shadynook (SR 32 – Sanibel)	Wedge, level & resurface	\$ 148,763
Gray Road (Bridge to Bridgewater Commons)	Mill & resurface	\$ 6,942
151 st Street (Carey Rd – Bridge 147)	Mill & resurface	\$ 56,479
Carey Road (151 st – 161 st)	Wedge, level & resurface	\$ 262,184
171 st Street (Carey – Union)	Mill & resurface / Wedge & level	\$ 238,896
Towne Road (166 th – Little Eagle Creek)	Wedge, level & resurface	\$ 86,011
Towne Road (161 st – 166 th)	Mill & resurface	\$ 29,013
Countryside Blvd. (169 th – Brooksbury)	Full Depth Patch & Resurface	\$ 163,083
Towne (146 th – 161 st)	Wedge, level & resurface	\$ 286,412

Phase 1 Subtotal: \$ 1,408,857

Phase 2:

Location	Repair / Maintenance Plan	Anticipated Cost
Tomlinson (186 th Street – 191 st Street)	Full depth reclamation	\$ 212,817
Public Safety Building Lots	Mill & resurface	\$ 119,986
Westfield Park Road	Awaiting core information	TBD

Phase 2 Subtotal: \$ TBD

The majority of this work will be bid out during the month of March with repairs starting shortly after an award is made for the projects that fall within our budget.

3. Farr Hills Sewer/Water Project

This project is currently substantially complete. Sewer punchlist is being reviewed and fixed which includes replacement of a motor that had been damaged during construction. This pump is being replaced at no-cost to the City but is a 4-5 week lead-time item. Final lift station test will be scheduled once the new pump is installed. The force main to Viking Meadows is complete and is being backfilled this week. Barring any other issues this project will be complete in early April awaiting weather to turn so that we can complete asphalt work (mill & resurface), new curb and gutter and landscaping installations. I anticipate this to be complete by May 12th.

4. Ridgewood Sewer/Water Project

This project is nearing substantially completion. Connection to the water main is scheduled for this week. During the vacuum testing of the sanitary manholes, some areas were observed to be in non-compliance with our construction standards. Reith-Riley is excavating these areas to repair this week along 161st Street. Testing will commence 30 days after installation to assure that any initial settlement has occurred. Barring any other issues this project will be complete in early April awaiting weather to turn so that we can complete asphalt work (mill & resurface), new curb and gutter and landscaping installations. I anticipate this to be complete by May 12th.

Public Works Department

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

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

5. Farr Hills / Ridgewood Storm Sewer Project
This project is substantially complete. The only remaining item before final inspection is the replacement of the storm inlet structure at Farr Hills Drive. This inlet will be replaced within the next two weeks. Outside of that single issue, we await appropriate weather to seed and stabilize areas disturb during the construction.
6. 156th Street & Springmill Road Roundabout (Federally supported)
This project is completely designed. Duke Energy is working with the City to avoid delays to high transmission line relocations that cannot be done in the summer months. Currently right-of-way acquisition is the major hurdle on the project. We have meetings set with two of the remaining parcels this week to come to an agreement on the compensation for land and property damages. This processes is outlined by Federal statute and must be adhered to secure the financial support through INDOT. If we can secure parcels quickly, the project will be put on the August letting by INDOT for construction this summer/fall.
7. 161st Street & Oak Ridge Road Roundabout (Federally supported)
This project is completely designed. Currently right-of-way acquisition is the major hurdle on the project. We have a meeting set with the last major remaining parcels next week to come to an agreement on the compensation for land and property damages. This processes is outlined by Federal statute and must be adhered to secure the financial support through INDOT. If we can secure parcels quickly, the project will be put on the August letting by INDOT for construction this summer/fall. If the right-of-way acquisition goes into condemnation, the schedule may be jeopardized by a drawn out process.
8. 161st Street & Carey Road Roundabout
This project is on track to work this summer. Utility relocations continue to be on the critical path. Duke Energy's bid for relocations is due on March 7th which will formalize the actual cost for the power relocation on this project. All right-of-way offers are either settled or verbally accepted. We anticipate relocations to begin in March and construction starting in May.
9. 191st Street & Tomlinson Road Roundabout
This project is completely designed. We are meeting with landowners to secure right-of-way. Once right-of-way is secure, utility relocations will start immediately. Barring any issues with acquisition, this project is scheduled to begin immediately. The design of the roundabout allows for us to maintain traffic at the intersection throughout the construction process with short-term closures for tie-ins and road crossings.

Public Works Department

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Westfield, IN 46074
westfield.in.gov

10. Grand Park

John Green, a recent employee of the City, has had a few months to gather up the pieces left from our construction management firm who was delivering the project for the City. Since his employment and involvement on the project, the project has made great progress despite the weather. He has taken over control of the project and is working closely with our contractors, user groups and facility managers to deliver the project on schedule and within budget. He is exceeding expectations and we are blessed to have him on board. Attached are the following documents for your review:

- Program Executive Summary:
This includes:
 - o Current commitments
 - o Phase VI (Park Equipment)
 - o Future work and improvements not currently budgeted
- Project Contract & Change Order Log
- Grand Park Progress Update

The winter has hurt our ability to do much of the exterior work remaining on the project but we have continued to make progress and are on schedule for a soft opening next month and the grand opening in June.

Public Works Department

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

Field Sports Progress Update

Date: 2/26/2014

Synthetics - F2-8

1st Scheduled Tourney:	3/14/2014	Work in Progress: Sports lights and Concession #4 have permanent power. Concessions Room and RR have been painted and have MEP in process. Stone is placed for plaza concrete. Siding is going on Concession#4.
1st Scheduled Practice:	3/10/2014	
<u>Construction Completion</u>		Issues: Pathway nodes will be stone for practices and 1st tourney. No restrooms until tourney time. Will not have all backstop netting by tourney time. Issuing direction on ceiling installation for concessions room. Laydown in main parking lot will be cleaned up and consolidated for tourney, however, full relocation will not be until mid-late April.
Concession#4 for Urick:	3/10/2014	
Fields Ready for Play:	3/9/2014	
Area Complete:	6/19/2014	

Bluegrass - F9-14, F27-31

1st Scheduled Tourney:	4/1/2014 ?	Work in Progress: No work in past week.
1st Scheduled Practice:	TBD	
<u>Construction Completion</u>		Issues: Assessing what work remains. Henke to confirm 1st scheduled tourney is correct and when weekly practices will begin. Henke stated that the fields need to be airtight before play, need to confirm who and when (mid March?) Likely need portable restrooms and concessions for 4/11 tourney.
Concession#2 for Urick:	5/12/2014	
Fields Ready for Play:	3/31/2014 ?	
Area Complete:	6/19/2014	

Bermuda - F1, F15-26

1st Scheduled Tourney:	June	Work in Progress: No work in past week.
1st Scheduled Practice:	June	
<u>Construction Completion</u>		Issues: Assessing what work remains. J&D turf has pulled a bermuda sample and is pending the test results for official growth status. Unofficially, all indications are good for the bermuda grass.
Concession#1 for Urick:	4/28/2014	
Fields Ready for Play:	June	
Area Complete:	6/19/2014	

Field Sports Operations Building

		Work in Progress: Drywall finishing and painting is in process. Generator is installing this week to facilitate finishes.
<u>Construction Completion</u>		Issues: Looking at dumpster/compactor/bin area to confirm layout. Duke to begin power installation work 3/3.
Bldg Ready for Use:	4/11/2014	
Area Complete:	6/19/2014	

GP Administration Building

		Work in Progress: Installing windows, continuing roofing, interior framing and MEP Rough-Ins.
<u>Construction Completion</u>		Issues: Building slab has heaved. Myer working to temporary heat the building to see if the heave comes out with thawing. Looking at dumpster/compactor/bin area to confirm layout. Also, reviewing if garage can be used earlier.
Bldg Ready for Use:	5/31/2014	
Area Complete:	6/19/2014	

Baseball Progress Update

Date: 2/26/2014

Championship - D1

1st Scheduled Use: 3/8/2014
1st Scheduled Tourney: 3/14/2014

Work in Progress: Duke energizing power this week. Field sand/rubber install has resumed. Fencing continues. Plaza stone is being placed. Dugout concrete has been placed. Backstop masonry is complete.

Construction Completion

Ready for Play: 3/7/2014
Area Complete: 6/19/2014

Issues: Need permanent power to confirm sports lights work. Confirming bleacher delivery timing. Plaza area will be stone for 3/8 & 3/14 use. Need to address area between asphalt and stone.

High School - Natural D2, Synthetic D3-5

1st Sched D4 Use: 3/15/2014
1st D3&5 Use/Tourney: 4/4/2014
1st Sched D2 Tourney: 4/24/2014

Work in Progress: Masonry is complete. Myers concrete paving starting. Huston is ready for permanent power. Duke pulling cabling this week. Fence installation is in progress. Field work has resumed. Shade structure poles going in. Plaza stone/conc held off for one week.

Construction Completion

Concession#7 for Urick: 3/21/2014
D3-5 Ready for Play: 3/14/2014 *
D2 Ready for Play: 4/2/2014
Area Complete: 6/19/2014

Issues: Motz is down to about 2 days of minimum of 40degree weather another 2days to get D5 complete. Current forecast is not favorable to complete D5 by 3/14. Plaza area will be stone for 3/14 use. Assessing Myers ability to complete concession #7 by 3/21. Reith-Riley indicated that if temperatures are favorable, Lot 6 may be able to receive binder.

Junior - Synthetics D13-16

1st Scheduled Tourney: 4/4/2014
1st Scheduled Practice: 4/1/2014

Work in Progress: Structural masonry continues. Framing to begin this week. Column footings going in this week.

Construction Completion

Concession#9 for Urick: 4/25/2014
Ready for Play: 3/30/2014 *
Area Complete: 6/19/2014

Issues: The ground thawing out naturally is key to getting this area started. Once this occurs, a second set of crews will be brought in. *Note: While fields may be playable, plaza concrete and pathway asphalt is not guaranteed due to weather. Henke requested #9 by 4/3, which is not likely. Bulls requested 3/28, cannot guarantee this is achievable.

Junior - Natural D17-26

1st D17-26 Practices: 4/1/2014
1st D17-20 Tourney: 4/4/2014
1st D21-26 Tourney: 4/14/2014

Work in Progress: Turf Solutions has begun placing warning track material and is working infield areas. Started regrading in preparation for stone placement at plaza #10. Shade structure poles going in at plaza #10. Fencing & foul pole installaiton continues.

Construction Completion

Concession#10 for Urick: 4/11/2014
D17-20 Ready for Play: 3/30/2014 *
D21-26 Ready for Play: 3/30/2014 *
Area Complete: 6/19/2014

Issues: Frozen subgrade is preventing verification of Turf Solutions infield compaction. *Note: While fields may be playable, plaza concrete and pathway asphalt is not guaranteed due to weather. Targeting for stone placement as priority #1.

Flex - Natural D6-12

1st D12 Tourney: 4/4/2014
1st D10 Tourney: 4/19/2014
1st D6-9,11 Tourney: 4/24/2014

Work in Progress: Turf Solutions has installed edge drain to get water off these fields. Fencing installation continues. Myers needs higher temps to resume concession #6.

Construction Completion

Concession#6 for Urick: 5/20/2014
D12 Ready for Play: 4/3/2014 **
D10 Ready for Play: 4/18/2014 **
D6-9,11 Ready for Play: 4/23/2014 **
Area Complete: 6/19/2014

Issues: **Note: Schedule on these fields has not yet been determined as the HS and JR fields are prior to these. Bulls now want D9 & D11 on 4/19, which was not in the January request. Achievement of this date will have to be assessed in late March.

Contract & Change Order Log

Cost Code	Program Element	Contractor	CO#	Original Contract	Approved Change Orders	Current Contract	Remaining To Pay
C.1.01	Mass Earthwork & Utility Infrastructure	BPI-1: Crider & Crider	Base	\$ 10,048,000	\$ -	\$ 10,048,000	
			CO#01	\$ -	\$ 303,333	\$ 303,333	
C.1.01 Total				\$ 10,048,000	\$ 303,333	\$ 10,351,333	\$ 1,215,971
C.2.01	Site Development	BPII-1: Crider & Crider	Base	\$ 887,000	\$ -	\$ 887,000	
C.2.01 Total				\$ 887,000	\$ -	\$ 887,000	\$ 88,700
C.2.02	Irrigation	BPII-2: Mid American Golf & Landscape	Base	\$ 4,131,038	\$ -	\$ 4,131,038	
			CO#01	\$ -	\$ 129,981	\$ 129,981	
			CO#02	\$ -	\$ 15,961	\$ 15,961	
			CO#03	\$ -	\$ 4,840	\$ 4,840	
C.2.02 Total				\$ 4,131,038	\$ 150,782	\$ 4,281,819	\$ 75,067
C.2.03	Site Electrical	BPII-3: Huston Electric	Base	\$ 588,600	\$ -	\$ 588,600	
			CO#01	\$ -	\$ 7,346	\$ 7,346	
			CO#02	\$ -	\$ 78,746	\$ 78,746	
			CO#03	\$ -	\$ 34,578	\$ 34,578	
			CO#04	\$ -	\$ 23,938	\$ 23,938	
C.2.03 Total				\$ 588,600	\$ 144,608	\$ 733,208	\$ 73,425
C.3.01	Perimeter Fencing	BPIII-1: Penrod Lumber	Base	\$ 242,294	\$ -	\$ 242,294	
C.3.01 Total				\$ 242,294	\$ -	\$ 242,294	\$ 152,269
C.3.03	Synthetic Turf	BPIII-2: Motz	Base	\$ 7,077,000	\$ -	\$ 7,077,000	
			CO#01	\$ -	\$ 68,500	\$ 68,500	
C.3.03 Total				\$ 7,077,000	\$ 68,500	\$ 7,145,500	\$ 491,862
C.4.01	Natural Grass Baseball Fields	BPIV-1: Turf Solutions	Base	\$ 2,749,795	\$ -	\$ 2,749,795	
C.4.01 Total				\$ 2,749,795	\$ -	\$ 2,749,795	\$ 674,640
C.4.02	Baseball Fencing	BPIV-2: Bullseye Fencing	Base	\$ 449,000	\$ -	\$ 449,000	
			CO#01	\$ -	\$ 16,554	\$ 16,554	
C.4.02 Total				\$ 449,000	\$ 16,554	\$ 465,554	\$ 71,918
C.4.03	Field Lighting Package	BPIV-3: Barton Electric	Base	\$ 1,537,300	\$ -	\$ 1,537,300	
C.4.03 Total				\$ 1,537,300	\$ -	\$ 1,537,300	\$ 158,230
C.4.04	Parking Lot Lighting	BPIV-4: Huston Electric	Base	\$ 2,984,700	\$ -	\$ 2,984,700	
			CO#01	\$ -	\$ (182,749)	\$ (182,749)	
			CO#02	\$ -	\$ (122,450)	\$ (122,450)	
			CO#03	\$ -	\$ 88,786	\$ 88,786	
C.4.04 Total				\$ 2,984,700	\$ (216,413)	\$ 2,768,287	\$ 425,677
C.4.05	Storm & Path Construction	BPIV-5: Crider & Crider	Base	\$ 670,000	\$ -	\$ 670,000	
C.4.05 Total				\$ 670,000	\$ -	\$ 670,000	\$ 100,500
C.4.06	Sewer Extension	BPIV-5: Crider & Crider	Base	\$ 174,000	\$ -	\$ 174,000	
C.4.06 Total				\$ 174,000	\$ -	\$ 174,000	\$ 26,100
C.4.07	Water Extension	BPIV-5: Crider & Crider	Base	\$ 198,000	\$ -	\$ 198,000	
C.4.07 Total				\$ 198,000	\$ -	\$ 198,000	\$ 59,400
C.5.04	Maintenance Buildings	BPV-1: Myers Construction	Base	\$ 7,328,000	\$ -	\$ 7,328,000	

Contract & Change Order Log

Cost Code	Program Element	Contractor	CO#	Original Contract	Approved Change Orders	Current Contract	Remaining To Pay
C.5.04	Maintenance Buildings	BPV-1: Myers Construction	CO#01	\$ -	\$ 245,000	\$ 245,000	
			CO#02	\$ -	\$ (192,778)	\$ (192,778)	
			CO#03	\$ -	\$ 59,965	\$ 59,965	
			CO#04	\$ -	\$ (242,461)	\$ (242,461)	
			CO#05	\$ -	\$ 3,848	\$ 3,848	
C.5.04 Total			\$ 7,328,000	\$ (126,426)	\$ 7,201,574	\$ 2,521,068	
C.5.05	Irrigation	BPV-2: Commercial Turf and Irrigation	Base	\$ 838,342	\$ -	\$ 838,342	
			CO#01	\$ -	\$ 4,187	\$ 4,187	
C.5.05 Total			\$ 838,342	\$ 4,187	\$ 842,529	\$ 284,927	
C.5.06	Site Concrete	BPV-3: Reith-Riely Construction	Base	\$ 5,367,500	\$ -	\$ 5,367,500	
			CO#01	\$ -	\$ (10,596)	\$ (10,596)	
			CO#02	\$ -	\$ 31,598	\$ 31,598	
C.5.06 Total			\$ 5,367,500	\$ 21,002	\$ 5,388,502	\$ 1,505,180	
C.5.09	Netting	BPV-4: West Coast Netting	Base	\$ 956,000	\$ -	\$ 956,000	
C.5.09 Total			\$ 956,000	\$ -	\$ 956,000	\$ 363,910	
GC.1.03	Surveying	Miller Surveying	Base	\$ 25,000	\$ -	\$ 25,000	
GC.1.03 Total			\$ 25,000	\$ -	\$ 25,000	\$ 25,000	
PM.0.01	Construction Manager - Meyer Najem			\$ 540,000	\$ 196,000	\$ 736,000	
PM.0.01 Total			\$ 540,000	\$ 196,000	\$ 736,000	\$ -	
PM.0.02	Program Manager - Henke			\$ 302,500	\$ -	\$ 302,500	
PM.0.02 Total			\$ 302,500	\$ -	\$ 302,500	\$ -	
PM.0.03	J&D Turf			\$ 26,200	\$ -	\$ 26,200	
PM.0.03 Total			\$ 26,200	\$ -	\$ 26,200	\$ 13,250	
PM.0.04	Sweetwater Springs Fish Farm			\$ 8,250	\$ 2,500	\$ 10,750	
PM.0.04 Total			\$ 8,250	\$ 2,500	\$ 10,750	\$ 8,250	
PS.0.01	Irrigation Plans - AS Altum			\$ 25,500	\$ 11,580	\$ 37,080	
PS.0.01 Total			\$ 25,500	\$ 11,580	\$ 37,080	\$ (1,925)	
PS.0.02	Electrical Site Plans - Image Tech Design			\$ 12,500	\$ -	\$ 12,500	
PS.0.02 Total			\$ 12,500	\$ -	\$ 12,500	\$ -	
PS.0.03	Electrical Site Plans - Image Tech CA			\$ 10,800	\$ -	\$ 10,800	
PS.0.03 Total			\$ 10,800	\$ -	\$ 10,800	\$ -	
PS.0.04	Test Wells - Peerless			\$ -	\$ -	\$ -	

Contract & Change Order Log

Cost Code	Program Element	Contractor	CO#	Original Contract	Approved Change Orders	Current Contract	Remaining To Pay
PS.0.04 Total				\$ -	\$ -	\$ -	\$ -
PS.0.05	Williams Creek - Natural Resources Consulting			\$ 24,450	\$ -	\$ 24,450	
PS.0.05 Total				\$ 24,450	\$ -	\$ 24,450	\$ -
PS.0.07	Williams Creek - Wetland Mitigation Monitoring			\$ 35,675	\$ 32,715	\$ 68,390	
PS.0.07 Total				\$ 35,675	\$ 32,715	\$ 68,390	\$ -
PS.0.22	American Structurepoint			\$ 265,000	\$ 199,000	\$ 464,000	
PS.0.22 Total				\$ 265,000	\$ 199,000	\$ 464,000	Audit Pending
PS.0.23	Context			\$ 89,000	\$ 85,700	\$ 174,700	
PS.0.23 Total				\$ 89,000	\$ 85,700	\$ 174,700	\$ 14,425
PS.0.24	RQAW			\$ 95,000	\$ -	\$ 95,000	
PS.0.24 Total				\$ 95,000	\$ -	\$ 95,000	Audit Pending
PS.0.25	RQAW - Additional Buildings			\$ 144,070	\$ -	\$ 144,070	
PS.0.25 Total				\$ 144,070	\$ -	\$ 144,070	Audit Pending
PS.0.26	RQAW - Maintenance Building Revisions			\$ 27,500	\$ -	\$ 27,500	
PS.0.26 Total				\$ 27,500	\$ -	\$ 27,500	Audit Pending
PS.0.27	RQAW - FAA Permitting			\$ 4,800	\$ -	\$ 4,800	
PS.0.27 Total				\$ 4,800	\$ -	\$ 4,800	Audit Pending