



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda_02_22_2017

Wednesday, February 22, 2017 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, February 22, 2017 at 01:00 PM

MEETING PLACE: Westfield Public Works- Large Conference Room

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

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Action Item #1:

Minutes - December 14, 2016

Documents: [December 14, 2016 Meeting Minutes](#)

Bid Approval

Construction Standards & Specifications Changes

Change Orders

Contracts/Leases

Action Item #2:

INDOT LPA Supplement Number 1 for Monon Phase 7

Documents: [Monon Phase 7 INDOT LPA Supplement](#)

Action Item #3:

191st Street Corridor Study - Signing Authority

Documents: [Signing Authority - 191st Street Corridor Study](#)

Action Item #4:

Northview Church - Passing Blister Right-of-Way Dedication

Documents: [Dedication of Public Right-of-Way](#)

Action Item #5:

186th & Spring Mill Round-About - Inspection Services Contract

Documents: [DRAFT: Consulting Contract - City of Westfield and United Consulting](#)

Miscellaneous

Action Item #6:

WPD - Trade-In Approval

Documents: [Additional M&P Trade](#)

Agreements and/or Memorandum of Understanding (MOU)

Action Item #7:

Conflict of Interest - Michael Blech

Documents: [Conflict of Interest - Blech](#)

Action Item #8:

Conflict of Interest - Cindy Gossard

Documents: [Conflict of Interest - Gossard](#)

Action Item #9:

Conflict of Interest - Kerri Gagnon

Documents: [Conflict of Interest - Gagnon](#)

Action Item #10:

Conflict of Interest - Cline

Documents: [Conflict of Interest - Cline](#)

Action Item #11:

Reimbursement Agreement - Duke & City of Westfield - Towne Road

Documents: [County Utility Reimbursement Agreement](#)

Action Item #12:

Reimbursable Agreement - AT&T & City of Westfield - Monon 7

Documents: [Utility Reimbursement Agreement](#)

Action Item #13:

Termination of Road Impact Fee Agreement - Platinum Properties, Maple Knoll Developer & City of Westfield

Documents: [Termination of Road Impact Fee Agreement](#) | [Town of Westfield - Road Impact Fee Agreement](#)

Consent Agenda

February Bond Information

Documents: [February Bond Information](#)

Department Reports

Fire

Documents: [WFD January Report](#)

Police

Documents: [January WPD Report](#)

Public Works

Documents: [WPD Executive Summary - January](#)

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY December 14, 2016

The Westfield Board of Public Works and Safety met on December 14, 2016 at the Westfield Public Works Conference Room. Present were, Mayor Cook, and, Randy Graham, Deputy Clerk Treasurer, Kim Strang, and Brian Zaiger legal counsel.

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

AGENDA ITEMS:

Action Item #1: Meeting Minutes Consideration for Approval:

Mayor Cook made the motion to approve the November 30, 2016 meeting minutes as presented and this was seconded by Randy Graham. Vote: Yes-2; No-0. Motion carried.

BID APPROVAL:

None

CONSTRUCTION STANDARDS & SPECIFICATIONS CHANGES:

None

CHANGE ORDERS

None

CONTRACTS/LEASES:

Action Item #2: Contract between the City of Westfield & Shrewsberry & Associates

Phil Sundling presented stating this agreement would allow for the design and replace of a new culvert on Kinsey Avenue & 181st Street. Contract not to exceed 56,213.00

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

Action Item#3: Construction Agreement –Myers Construction Event Center Tenant Improvement Suites G & H

William Knox presented stating this contract is for the build-out of 9 office spaces (all but 1 leased out already). Two bids were received with Myers coming in the lowest. Work will start the first of the year.

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

AGREEMENTS AND/OR MEMORANDUM OF UNDERSTANDING (MOU):

Action Item #4: Conflict of Interest Disclosure Statement for Michael Blech

Michael is asking for the permission to bid on projects that his company may be able to do for the City as far as installation of lights computer stands, and electronics in City vehicles.

Randy Graham made the motion to allow Michael Blech to bid on City projects. Mayor Cook seconded. Vote2; No-0. Motion carried.

CONSENT AGENDA:

December Bond Information

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

DEPARTMENT REPORTS:

- **Fire** – None
- **Police**- Chief Rush
- **Public Works**- Jeremy Lollar

With no further business Mayor Cook made the motion to adjourn. Randy Graham seconded. The meeting was adjourned at 1:18 P.M.

Deputy Clerk-Treasurer

Board of Public Works and Safety

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

SUPPLEMENT NUMBER 1

EDS No.: A249-14-321110

CFDA #: 20.205

This Supplemental Contract, is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Supplemental Contract, by and between the Indiana Department of Transportation, (hereinafter referred to as “INDOT”), and the **City of Westfield**, (hereinafter referred to as “LPA”).

WITNESSETH

WHEREAS, INDOT and the LPA did, on **July 7, 2014**, enter into a Contract, providing for Services required in connection with INDOT **Designation Number 1173193** for **Old Monon Trail from 191st Street to 206th Street in Washington Township** and

WHEREAS, it has been determined by INDOT that a supplement of the previously executed INDOT/LPA Contract for Services is necessary due to a change in the Federal aid Project, and

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

The “Recitals” above are hereby made an integral part of and specifically incorporated into this Contract **Supplement Number 1**.

1. Section V – TERM AND SCHEDULE of the original Contract is amended to read as follows:

SECTION V **TERM AND SCHEDULE.**

- A. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between **July 1, 2017 and June 30, 2018**, INDOT will make the federal funds shown in section I.A. and/or I.B. of Attachment D available for the Project, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.
- B. In the event that federal funds for the Project are not obligated during the time listed in section V.A, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between **July 1, 2018 and June 30, 2020**. INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in section I.B of Attachment D are available.

- C. In the event that federal funds for the Project are not obligated during the period listed in section V.A. or section V.B, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse.
 - D. If the Program shown on Attachment A is Group I or Group II, Sections V.A, V.B and V.C do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation or within the agreed upon use of the MPO's prior year balances.
2. Attachment "A" of the original Contract is amended to read as follows:

ATTACHMENT A

PROJECT DESCRIPTION

Des. No.: **1173193**

Program: **Group I Transportation Enhancement**

Type of Project: **Bike/Pedestrian Facilities**

Location: **Old Monon Trail**

A general description of the Project is as follows:

A project for bike/pedestrian facilities for Old Monon Trail, 191st Street to 216th Street, in Washington Township, Phase 7, in the City of Westfield, Hamilton County, Indiana.

3. All other matters previously agreed to and set forth in the original Contract dated **July 7, 2014** and not affected by this Supplement shall remain in full force and effect.

The remainder of this page is intentionally left blank.

Non-Collusion

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

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

LPA: City of Westfield

**STATE OF INDIANA
Department of Transportation**

Recommended for approval by:

Print or type name and title

Steven Duncan, Director
Contract Administration Division

Signature and date

Date: _____

Print or type name and title

Executed by:

Signature and date

(FOR)
Brandye Hendrickson, Commissioner

Print or type name and title

Date: _____

Signature and date

Department of Administration

LPA DUNS # _____

Jessica Robertson, Commissioner

Date: _____

Attest

State Budget Agency

Auditor or Clerk Treasurer

Brian E. Bailey, Director

Date: _____

Approved as to Form and Legality:

This instrument prepared by:

Ellen Hite
January 5, 2017

(FOR)
Gregory F. Zoeller, Attorney General of Indiana

Date: _____



Public Works

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

Board of Works

Andy Cook
Randy Graham
Kate Snedeker

Clerk Treasurer

Cindy J. Gossard

Public Works Department

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

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

To: Westfield Board of Public Works & Safety

Date: January 25, 2017

Re: Action Item - Signing Authority
191st Street Corridor Study

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider granting Jeremy Lollar, Director of Public Works, signing authority for the preliminary engineering services for the 191st Street Corridor Study project contingent upon Westfield receiving federal planning funds from the Indianapolis Metropolitan Planning Organization. The total contract will not exceed \$99,400 and Westfield's portion would total \$20,874.00.

Kate Snedeker

Randy Graham

Andy Cook

DEDICATION OF PUBLIC RIGHT OF WAY

THIS INDENTURE WITNESSETH: That **CRAIGIELEA ENTERPRISES LLC**, an Indiana Limited Liability Company ("Grantor"), hereby gives and dedicates to the City of Westfield (hereinafter "Grantee"), for public right-of-way purposes only, the real estate situated in Hamilton County, Indiana, and described in Exhibit "A" attached hereto and made a part hereof.

This dedication is made subject to all existing easements and right-of-ways.

This conveyance of real estate is not subject to Indiana gross income tax.

IN WITNESS WHEREOF, Grantor has executed this Dedication as of the
17 day of January, ~~2016~~ 2017.
By [Signature] Title: President
Printed: Wrablesin Craigielea Enterprises

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared David Wrablesin, the President of **CRAIGIELEA ENTERPRISES LLC**, who acknowledged his authority and the execution of the foregoing Dedication of Public Right-of-Way for and on behalf of said entity.

WITNESS my hand and Notarial Seal this 17th day of January, 2017
My Commission Expires: 9-15-22 [Signature]
Residing in Hamilton County Notary Public
Deborah Parkinson
Printed Name

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

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

ACCEPTANCE

WHEREAS, the foregoing Grantor has this day filed with the City of Westfield Indiana, its dedication of certain real estate for the purpose of establishing City rights-of-way, which Dedication is hereinabove set forth:

AND WHEREAS, the City of Westfield, is of the opinion that said Dedication is desirable and necessary.

NOW THEREFORE, said City of Westfield, under and by virtue of the power conferred upon it by statutes of the State of Indiana, for and on behalf of the City, accepts said Dedication for the purpose of public rights-of-way, and orders that the Instrument of Dedication be recorded in the Recorder's Office of the County of Hamilton, State of Indiana, and said described real estate is hereby declared open and dedicated.

WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY

Voting For

Voting Against

Abstain

J. Andrew Cook

J. Andrew Cook

J. Andrew Cook

Randy Graham

Randy Graham

Randy Graham

Kate Snedeker

Kate Snedeker

Kate Snedeker

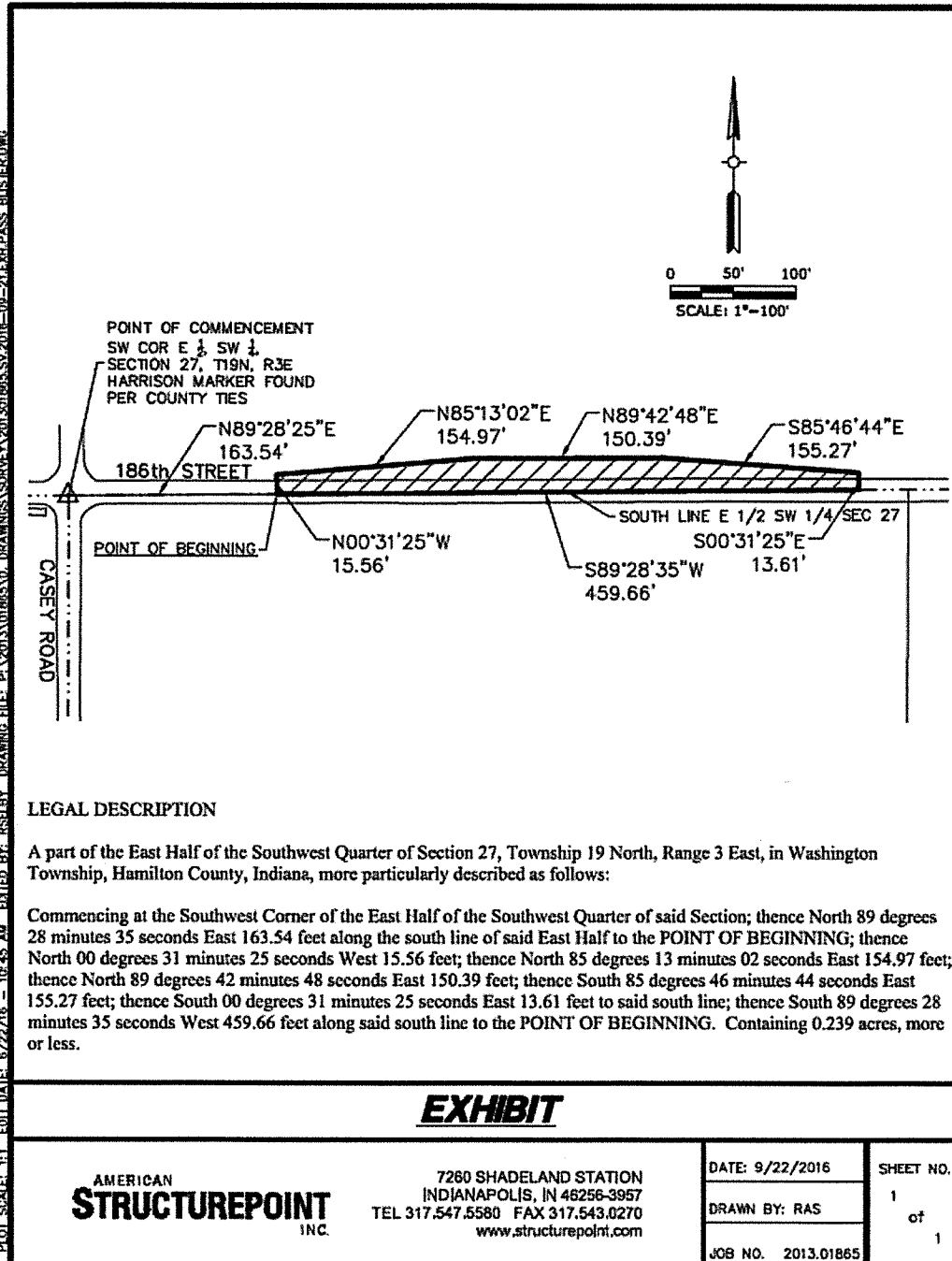
ATTEST:

Cindy Gossard, Clerk Treasurer

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

This document prepared by
Brian J. Zaiger, Esq.
KRIEG DEVAULT, LLP
(317) 238-6266

Exhibit "A"



DESC. FILE: .DES.PASS BLISTER

UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

Indiana Code 35-44-1-3

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant who is under the direct or indirect administrative control of the public servant; or receives a contract or purchase order that is reviewed, approved, or directly or indirectly administered by the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in I.C. 31-3-4-1) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from I.C. 35-44-1-3. Care should be taken to review I.C. 35-44-1-3 in its entirety.

1. Name and Address of Public Servant Submitting Statement: Michael Blach
2001 cheyenne Cir. Westfield, IN 46074
2. Title or Position With Governmental Entity: Fire fighter / EMT
Westfield Fire Department
3. a. Governmental Entity: West City of Westfield
b. County: Hamilton
4. This statement is submitted (check one):
a. ☐ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
b. ☒ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. Name(s) of Contractor(s) or Vendor(s): Five Point Emergency Lighting INC
6. Description(s) of Contract(s) or Purchase(s) (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship):
Sales and services of upfitting Emergency Lighting
on Police and Public Works vehicles.

7. **Description of My Financial Interest** (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

I own the business and will bid on jobs to
make profit.

(Attach extra pages if additional space is needed)

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university):

I (We) being the _____ of
(Title of Officer or Name of Governing Body)

_____ and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44-1-3; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

Elected Official

Office

9. **Effective Dates** (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

1-2-2017
Date Submitted

NA
Date of Action on Contract or Purchase

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting to the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: _____
(Signature of Public Servant)

Date: 1-2-2017

Within 15 days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county in which the governmental entity executed the contract or purchase. A copy of this disclosure will be forwarded to the Indiana State Ethics Commission.

UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

Indiana Code 35-44-1-3

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant who is under the direct or indirect administrative control of the public servant; or receives a contract or purchase order that is reviewed, approved, or directly or indirectly administered by the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in I.C. 31-3-4-1) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from I.C. 35-44-1-3. Care should be taken to review I.C. 35-44-1-3 in its entirety.

1. Name and Address of Public Servant Submitting Statement: Cindy J. Gussard
18129 Viewpoint Lane Westfield, IN 46074
2. Title or Position With Governmental Entity: Clerk Treasurer
3. a. Governmental Entity: City of Westfield
b. County: Hamilton
4. This statement is submitted (check one):
 - a. ☐ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
 - b. ☒ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. Name(s) of Contractor(s) or Vendor(s): Cindy J. Gussard
6. Description(s) of Contract(s) or Purchase(s) (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship):
Clerk Treasurer

7. **Description of My Financial Interest** (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

Payroll for Chief Deputy
Clerk Treasurer

(Attach extra pages if additional space is needed)

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university):

I (We) being the _____ of
(Title of Officer or Name of Governing Body)

_____ and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44-1-3; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

X	_____	_____
X	_____	_____
X	_____	_____
	Elected Official	Office

9. **Effective Dates** (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

_____	_____
Date Submitted	Date of Action on Contract or Purchase

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting to the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: _____
(Signature of Public Servant)

Date: _____

Within 15 days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county in which the governmental entity executed the contract or purchase. A copy of this disclosure will be forwarded to the Indiana State Ethics Commission.

UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

Indiana Code 35-44-1-3

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant who is under the direct or indirect administrative control of the public servant; or receives a contract or purchase order that is reviewed, approved, or directly or indirectly administered by the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in I.C. 31-3-4-1) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from I.C. 35-44-1-3. Care should be taken to review I.C. 35-44-1-3 in its entirety.

1. Name and Address of Public Servant Submitting Statement: Herri Gagnon
19531 Kailey Way Noblesville IN 46062
2. Title or Position With Governmental Entity: Chief Deputy Clerk Treasurer
3. a. Governmental Entity: City of Westfield
b. County: Hamilton
4. This statement is submitted (check one):
 - a. ☐ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
 - b. ☒ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. Name(s) of Contractor(s) or Vendor(s): Herri Gagnon
6. Description(s) of Contract(s) or Purchase(s) (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship):
Chief Deputy Clerk Treasurer

7. **Description of My Financial Interest** (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

Related to Clerk Treasurer

(Attach extra pages if additional space is needed)

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university):

I (We) being the _____ of
(Title of Officer or Name of Governing Body)

_____ and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44-1-3; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

X	_____	_____
+	_____	_____
+	_____	_____
	Elected Official	Office

9. **Effective Dates** (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

_____	_____
Date Submitted	Date of Action on Contract or Purchase

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting to the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: _____
(Signature of Public Servant)

Date: _____

Within 15 days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county in which the governmental entity executed the contract or purchase. A copy of this disclosure will be forwarded to the Indiana State Ethics Commission.



1/6/17

The Westfield Police Department is seeking approval to trade-in the below listed assets for merchant credit. The credit will offset the initial purchase / replacement for authorized backup weapons and equipment. Detailed weapon list available upon request.

The negotiated trade value is consistent for assets of like quality and type. Any expenses due will be paid with existing department budget.

Trade-in for credit:

(1) Benelli M1 super 90 12G shotgun	Value \$600.00	\$600.00
	Trade-In Dollar Value	\$600.00

Purchase:

(2) M&P Smith & Wesson Shield 9mm	Cost \$300.00	\$600.00
	Total	\$600.00
	Credit	\$600.00
	Due:	\$000.00

Vendor:
Precision Arms of Indiana LLC
204 E. Chicago St.
Columbia City, IN 46725

Mayor
Andy Cook

City Council
Jim Ake
Steven Hoover
Robert L. Horkay
Chuck Lehman
Joe Edwards
Cindy L. Spoljaric
Mark Keen

Clerk Treasurer
Cindy J. Gossard

Police Department

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

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

UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

Indiana Code 35-44-1-3

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant who is under the direct or indirect administrative control of the public servant; or receives a contract or purchase order that is reviewed, approved, or directly or indirectly administered by the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in I.C. 31-3-4-1) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from I.C. 35-44-1-3. Care should be taken to review I.C. 35-44-1-3 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** TC Signz, 4774 Nyla Ct

2. **Title or Position With Governmental Entity:** Battalion Chief with Fire Department

3. a. **Governmental Entity:** City of Westfield
b. **County:** Hamilton
4. **This statement is submitted (check one):**
 - a. _____ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
 - b. X as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. **Name(s) of Contractor(s) or Vendor(s):** _____

6. **Description(s) of Contract(s) or Purchase(s)** (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship):
signage work

7. **Description of My Financial Interest** (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

(Attach extra pages if additional space is needed)

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university):

I (We) being the _____ of
(Title of Officer or Name of Governing Body)

_____ and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44-1-3; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

_____	_____
_____	_____
_____	_____
Elected Official	Office

9. **Effective Dates** (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

_____	_____
Date Submitted	Date of Action on Contract or Purchase

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting to the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: _____
(Signature of Public Servant)

Date: _____ 02-01-2017

Within 15 days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county in which the governmental entity executed the contract or purchase. A copy of this disclosure will be forwarded to the Indiana State Ethics Commission.

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

January 2017

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WESTFIELD POLICE DEPARTMENT

January 2017

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

Abduction/ Kidnapping	0
Abuse/ Abandonment/Neglect	1
Admin- K-9 Detail	0
Admin- Log Information	2
Admin-Public Relations	2
Admin- Special Detail	0
Admin- Test Calls	0
Admin- Tow Release	6
Admin- Warning Correction	0
Alarm- Bank	1
Alarm- Business	62
Alarm- Residence	54
Animal- Complaints	22
Assault- Battery	2
Assault- Sexual	1
Assist- Fire Incident	5
Assist- Medical Incident	7
Assist- Other Agencies	38
Bomb Found/ Suspicious Pkg	0
Burglary/ Home Invasion	8
Damage/ Vandalism/ Mischief	5
Deceased- All Others	0
Disturbance	20
Drugs- Complaint	3
Fight	2
Fireworks Complaint	0
Fraud- Criminal Deception	2
Fraud- Forgery	15
Fraud- Prescription	0
Harassment/ Stalking/ Threat	29
Indecency / Lewdness	1
Intoxicated- Possible DUI	13
Loud Party	2
Mental/ Emotional	14
Miscellaneous	6
Noise Complaint	13
Nuisance	1
Person - Missing	2

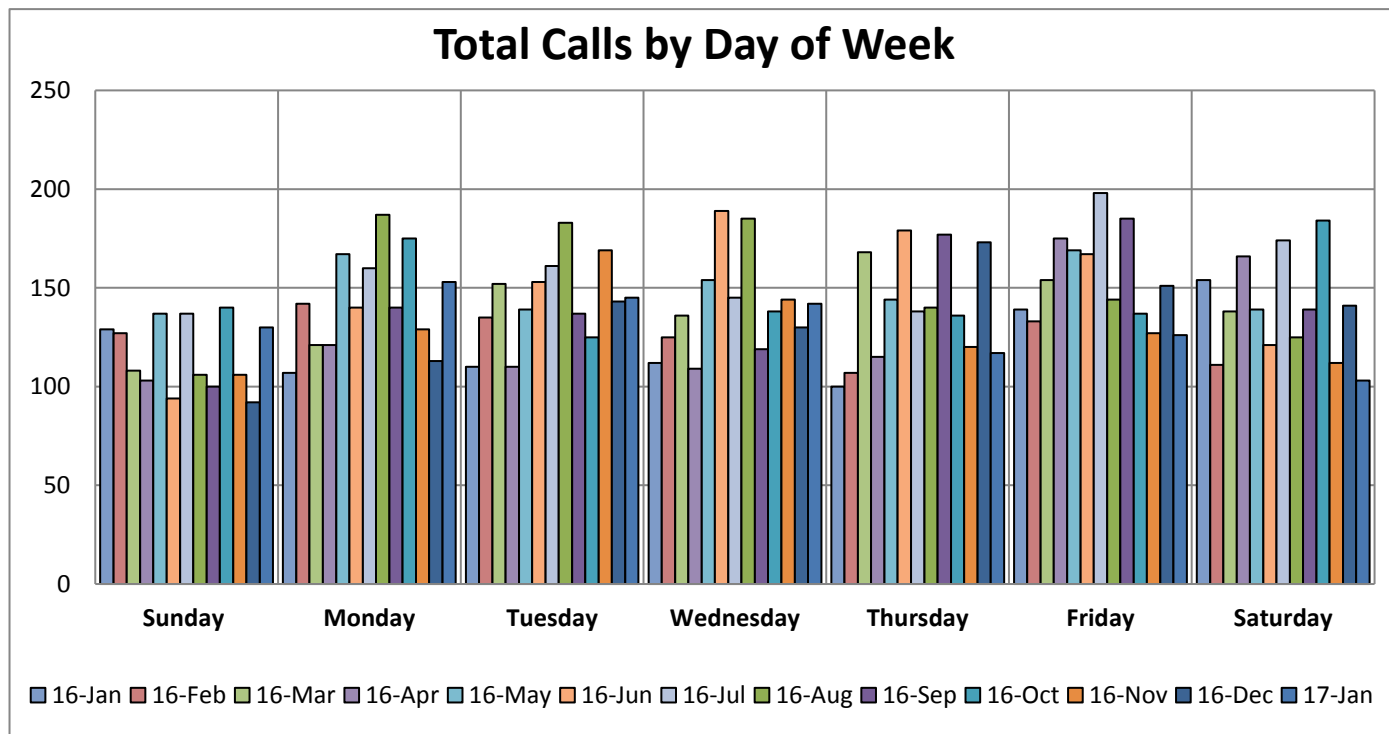
Person- Runaway	1
Robbery-Carjacking	3
Service Call- 9-1-1 Hang Up	27
Service Call- Damage to Property	18
Service Call- Found Property	9
Service Call- Keep the Peace	43
Service Call- Lost Property	6
Service Call- Notification	4
Service Call- Security Check	7
Service Call- Vehicle Lockout	59
Service Call- Vin Check	18
Service Call- Welfare Check	38
Suicidal- Attempted	1
Suicidal- Persons Threatening	4
Supplemental- Case Follow Up	53
Suspicious- Noises	4
Suspicious- Open Door/ Window	4
Suspicious- Person/Prowler	23
Suspicious- Solicitor	8
Suspicious- Vehicle	31
Theft- From a Vehicle	6
Theft- Of a Vehicle	6
Theft- Others	19
Theft- Shoplifting	13
Trespassing/ Unwanted Person	2
Trfc Complaint - Abandoned Veh	5
Trfc Complaint- Driving Issues	32
Trfc Complaint- Parking Issues	7
Trfc Hazard- Debris in Road	6
Trfc Hazard- Disabled Vehicle	18
Trfc Hazard- Trfc Signal Out	0
Trnsprtn Acdnt- MV Hit & Run	9
Trnsprtn Acdnt- MV Prop Damg	59
Trnsprtn Acdnt- MV Prsnl Inj	13
Verbal Argument	0
Warrant Service	2
Weapons- Person Carrying	2
Weapons- Shots Fired	4

WESTFIELD POLICE DEPARTMENT

January 2017

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

DAY	16-Jan	16-Feb	16-Mar	16-Apr	16-May	16-Jun	16-Jul	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec	17-Jan
Sunday	129	127	108	103	137	94	137	106	100	140	106	92	130
Monday	107	142	121	121	167	140	160	187	140	175	129	113	153
Tuesday	110	135	152	110	139	153	161	183	137	125	169	143	145
Wednesday	112	125	136	109	154	189	145	185	119	138	144	130	142
Thursday	100	107	168	115	144	179	138	140	177	136	120	173	117
Friday	139	133	154	175	169	167	198	144	185	137	127	151	126
Saturday	154	111	138	166	139	121	174	125	139	184	112	141	103
TOTAL	851	880	977	899	1049	1043	1113	1070	997	1035	907	943	916



WESTFIELD POLICE DEPARTMENT

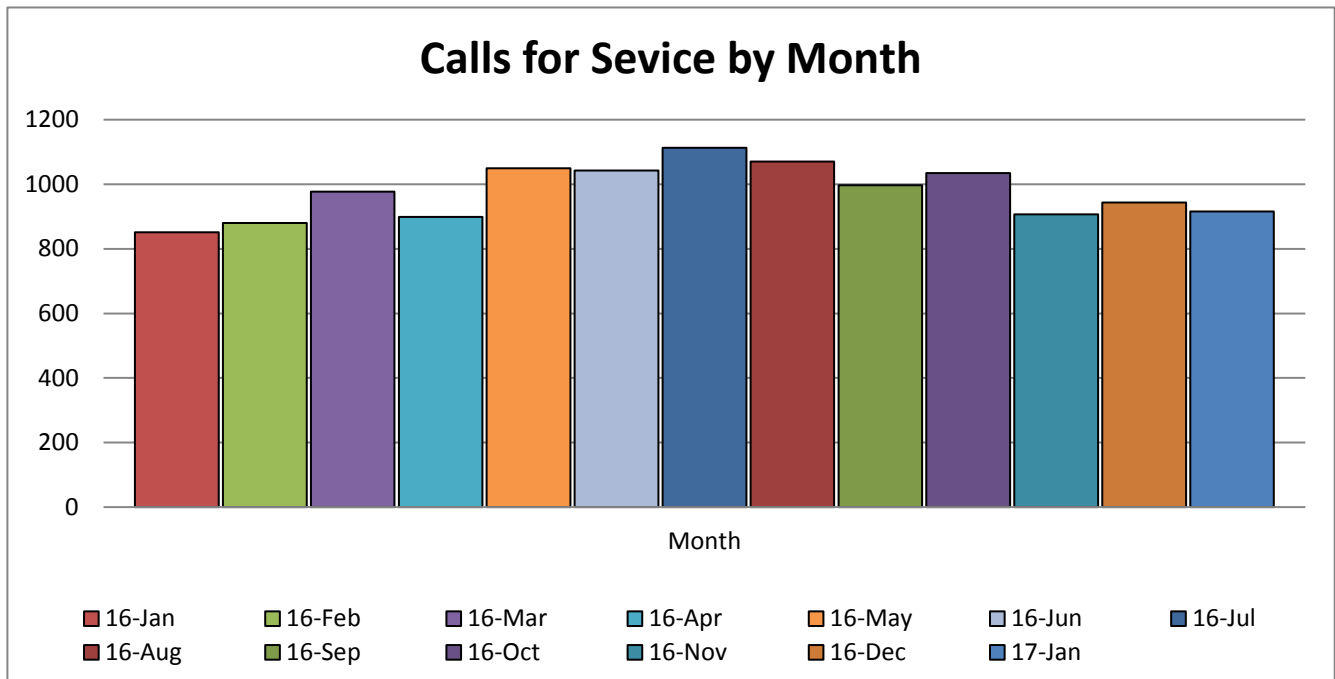
January 2017

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

HOURL	16-Jan	16-Feb	16-Mar	16-Apr	16-May	16-Jun	16-Jul	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec	17-Jan
0	22	20	26	19	12	26	39	24	23	21	18	28	22
1	14	10	11	11	10	16	26	21	20	15	17	17	14
2	17	9	12	7	12	12	17	11	14	19	9	7	18
3	15	10	10	8	9	15	12	11	13	12	12	16	15
4	10	9	10	9	12	8	14	12	7	7	13	13	10
5	13	8	8	12	9	13	22	11	15	10	8	13	7
6	19	15	13	5	13	17	12	14	28	21	14	17	21
7	30	20	31	34	24	29	32	32	41	32	35	39	31
8	44	39	46	38	40	33	50	51	39	37	35	43	29
9	43	34	47	49	44	47	38	50	37	52	45	46	37
10	50	49	45	49	66	59	54	53	40	53	53	48	42
11	49	49	59	45	69	68	56	70	47	51	44	66	49
12	33	46	46	42	64	70	67	51	61	59	59	55	53
13	48	52	62	64	65	82	60	57	63	63	49	56	57
14	58	69	57	47	70	64	58	51	61	71	60	52	67
15	68	71	69	72	63	63	72	83	47	70	78	59	66
16	51	60	60	56	73	55	71	68	59	54	59	56	65
17	47	69	85	72	73	60	63	71	79	84	52	49	65
18	54	60	81	54	68	61	56	68	76	64	61	60	51
19	38	51	49	47	58	60	64	59	60	68	51	49	54
20	38	39	48	52	48	45	61	58	54	48	50	41	39
21	32	32	36	41	57	52	62	61	50	45	34	42	35
22	29	34	40	37	38	52	65	38	33	46	31	35	37
23	29	25	26	29	52	36	42	45	30	33	20	36	32
TOTAL	851	880	977	899	1049	1043	1113	1070	997	1035	907	943	916

WESTFIELD POLICE DEPARTMENT

January 2017



WESTFIELD POLICE DEPARTMENT

January 2017

UCR OFFENSES

OFFENSE	16-Jan	16-Feb	16-Mar	16-Apr	16-May	16-Jun	16-Jul	16-Aug	16-Sep	16-Sep	16-Nov	16-Dec	17-Jan
Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	1	0
Rape	0	0	0	0	1	0	0	0	0	1	0	0	0
Robbery	0	0	0	0	0	0	0	0	0	0	1	0	3
Battery - Aggravated	1	4	3	0	2	0	0	2	0	6	1	1	2
Battery - Simple	14	10	15	11	11	11	13	23	18	10	22	18	11
Burglary	4	2	1	1	2	2	1	5	3	0	1	1	7
Theft	27	19	30	32	44	37	44	30	25	31	36	18	33
Motor Vehicle Theft	2	0	0	2	1	2	1	1	3	1	1	1	2
TOTAL	48	35	49	46	61	52	59	61	49	49	62	40	58

WESTFIELD POLICE DEPARTMENT

January 2017

NON UCR OFFENSES (PART II)

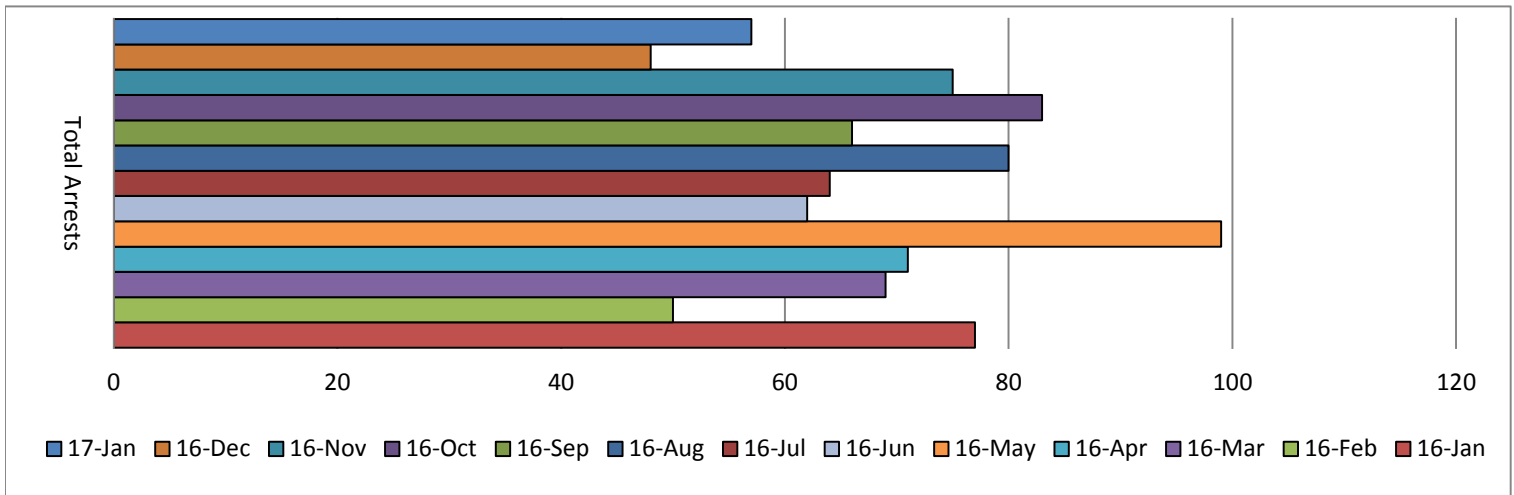
ANIMALS/ INCLUDING DOG BITES	3
ASSIST OTHER AGENCY	4
CHILD ABUSE / NEGLECT REPORTED	10
CHILD CUSTODY DISPUTE	2
CIVIL DISPUTE	8
CRIMINAL MISCHIEF/VANDALISM	5
DAMAGED PROPERTY	8
DEATHS OTHER THAN HOMICIDE/SUICIDE	3
DISORDERLY CONDUCT	1
DISTURBANCE/ARGUMENTS/FIGHTS	13
DRIVING WHILE SUSPENDED	10
DRUG ABUSE VIOLATIONS	0
FIRES / UNDETERMINED	0
FRAUD	9
HARASSMENT	0
IDENTITY THEFT	0
JUVENILE COMPLAINT	2

LEAVING THE SCENE	8
LIQUOR LAW VIOLATIONS	2
MISSING PERSON	1
NOISE COMPLAINT	1
OPERATING WHILE INTOXICATED	7
OPERATING WITH NO LICENSE	8
PROPERTY FOUND	7
PROPERTY LOST	2
RUNAWAY	2
SUICIDE/ATTEMPTS/THREATS OF	4
SUSPICIOUS INCIDENT/PERSON	12
THREATS/INTIMIDATION	0
TRAFFIC VIOLATIONS	2
TRESPASSING	0
WARRANT ARREST	0
WEAPON VIOLATION	0
WELFARE CHECK	8

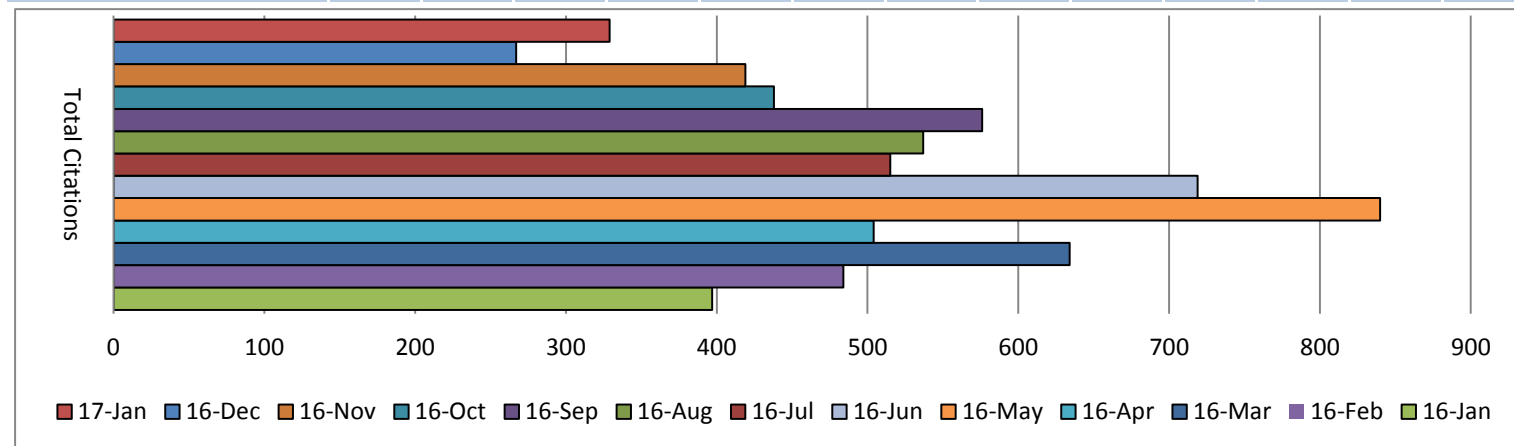
WESTFIELD POLICE DEPARTMENT

January 2017

Arrest Reports Taken	16-Jan	16-Feb	16-Mar	16-Apr	16-May	16-Jun	16-Jul	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec	17-Jan
Alcohol/ Drug Related	36	21	22	29	50	23	37	32	26	33	32	15	21
Felony Charges	15	14	23	8	27	17	18	17	9	20	27	20	24
Misdemeanor Charges	73	66	81	102	131	86	83	94	74	106	98	57	75
Traffic Arrest Charges	39	40	40	54	56	51	41	51	48	87	52	41	35
Total Arrests	77	50	69	71	99	62	64	80	66	83	75	48	57



Traffic	16-Jan	16-Feb	16-Mar	16-Apr	16-May	16-Jun	16-Jul	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec	17-Jan
Total Citations	397	484	634	504	840	719	515	537	576	438	419	267	329
Total Written Warnings	994	890	1232	1094	1307	1366	1211	1205	1481	1112	932	867	947
Total Traffic Accidents	66	56	46	45	45	60	45	62	65	66	59	94	75
<i>Hit and Run</i>	9	5	4	6	8	8	6	4	4	8	5	13	9
<i>Personal Injury</i>	6	7	7	8	7	9	6	12	10	11	9	16	7
<i>*Fatality</i>	0	0	0	0	0	0	0	0	0	0	0	1	0
<i>Property Damage</i>	51	44	35	31	30	43	33	46	51	47	45	64	59

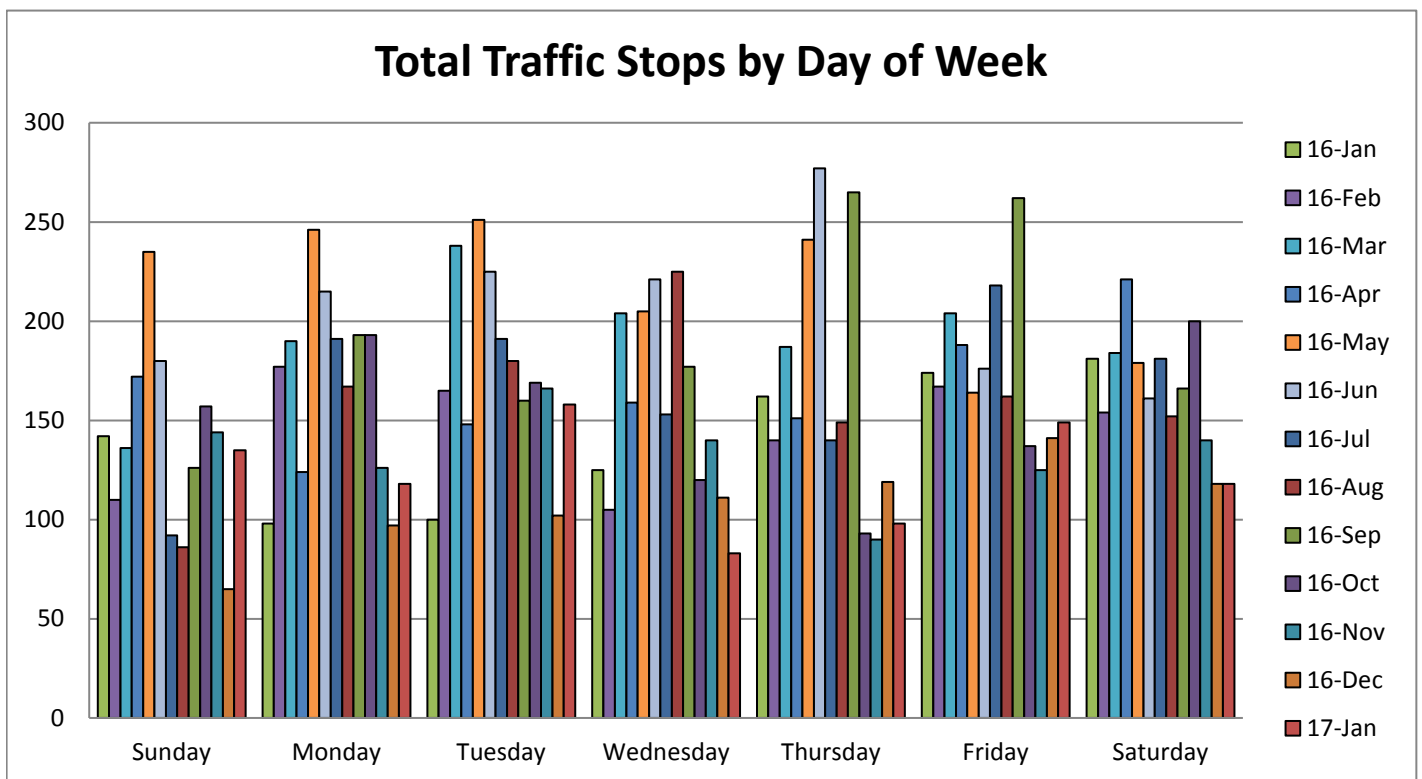


WESTFIELD POLICE DEPARTMENT

January 2017

Traffic Stops: SELF INITIATED by Day of Week

Day:	16-Jan	16-Feb	16-Mar	16-Apr	16-May	16-Jun	16-Jul	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec	17-Jan
Sunday	142	110	136	172	235	180	92	86	126	157	144	65	135
Monday	98	177	190	124	246	215	191	167	193	193	126	97	118
Tuesday	100	165	238	148	251	225	191	180	160	169	166	102	158
Wednesday	125	105	204	159	205	221	153	225	177	120	140	111	83
Thursday	162	140	187	151	241	277	140	149	265	93	90	119	98
Friday	174	167	204	188	164	176	218	162	262	137	125	141	149
Saturday	181	154	184	221	179	161	181	152	166	200	140	118	118
TOTAL	982	1018	1343	1163	1521	1455	1166	1121	1349	1069	931	753	859



WESTFIELD POLICE DEPARTMENT

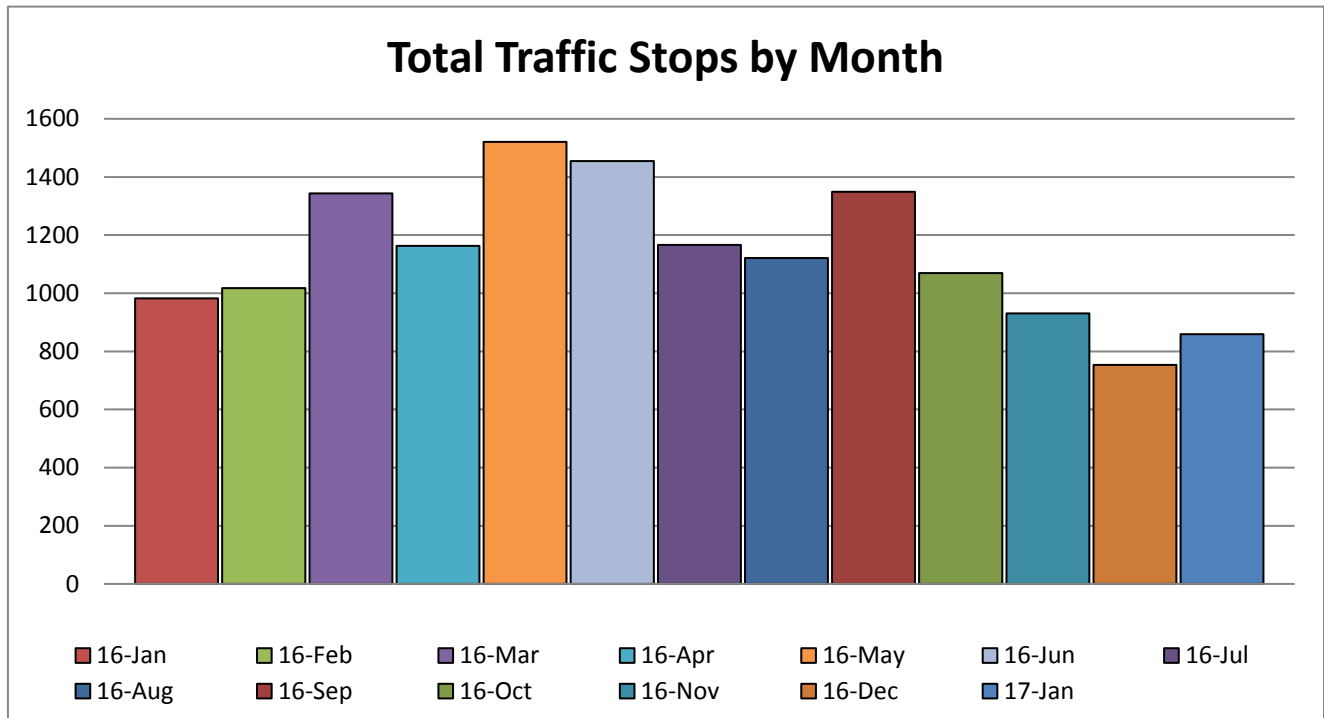
January 2017

Traffic Stops: SELF INITIATED by Hour of Day

Hour:	16-Jan	16-Feb	16-Mar	16-Apr	16-May	16-Jun	16-Jul	16-Aug	16-Sep	16-Oct	16-Nov	16-Dec	17-Jan
0	39	31	61	37	47	70	61	47	70	57	54	43	42
1	19	22	35	25	40	34	41	38	40	39	49	23	24
2	20	11	15	20	15	19	17	11	21	23	27	11	15
3	11	8	15	12	9	2	6	10	16	19	20	1	9
4	9	11	28	11	20	11	6	8	9	20	11	3	7
5	3	4	9	10	18	22	7	5	17	11	12	2	9
6	22	29	28	22	44	39	47	23	28	22	11	11	19
7	55	57	83	86	103	69	60	77	47	50	48	31	49
8	50	58	93	59	84	90	28	62	80	56	32	45	44
9	33	59	77	70	78	75	76	52	63	48	50	35	41
10	53	78	86	93	120	140	116	97	114	79	68	64	48
11	34	54	57	54	79	82	73	56	56	53	40	31	26
12	27	38	43	33	63	51	39	30	41	31	42	33	31
13	55	57	59	84	96	77	47	68	55	67	43	44	70
14	52	55	81	101	109	71	67	63	72	45	63	46	66
15	46	43	63	54	88	65	60	60	74	44	38	32	40
16	28	38	51	39	67	58	32	26	44	31	16	20	27
17	40	54	53	49	61	55	39	35	48	23	13	12	19
18	118	88	112	86	126	130	96	98	101	61	70	69	64
19	107	63	97	60	102	93	63	54	96	67	58	59	47
20	14	19	18	19	17	6	8	28	49	37	27	31	23
21	25	41	33	45	30	41	29	42	47	50	13	17	28
22	65	55	58	53	55	81	76	71	71	63	58	40	74
23	57	45	88	41	50	74	72	60	90	73	68	50	37
TOTAL	982	1018	1343	1163	1521	1455	1166	1121	1349	1069	931	753	859

WESTFIELD POLICE DEPARTMENT

January 2017



**Westfield Police Department
Community Events
January 2017**

1/18 Monon Daisy Troop Police Department Tour/Safety Talk – Nights B

1/30 Cornerstone Pre-School – Officer Griffin visited the school and talked about being an officer

1/31 Cornerstone Pre-School – Officer Griffin visited the school and talked about being an officer

**Westfield Police Department
Monthly Training Summary
January 2017**

1/5 Monthly K9

1/12 Monthly ESU

1/23-27 TEEX – Lt. Seagrave

1/23-27 Hostage Negotiations and Crisis Intervention Phase 1 and 2 – Officers Todd and Velazquez

1/24-28 SWAT Team Leader Development – Officer Harrell

1/30-2/3 IMPD Leadership Academy – Sgt. Grimes, Det. Marlow and Officer Larrison

Cross Reference: Instrument No. 200500009744

TERMINATION OF ROAD IMPACT FEE AGREEMENT

This Termination of Road Impact Fee Agreement is entered into this ____ day of October, 2016 by and between Platinum Properties, LLC, an Indiana limited liability company ("Platinum"), Maple Knoll Developer, LLC, an Indiana limited liability company ("MKD") and City of Westfield, Indiana (previously, the Town of Westfield, "City of Westfield").

RECITALS

WHEREAS, Platinum was the original developer of a mixed-use real estate project comprising 625 acres commonly known as Maple Knoll, located in the City of Westfield ("Maple Knoll");

WHEREAS, Platinum and City of Westfield entered into that certain Road Impact Fee Agreement dated January 21, 2005 that was recorded on February 18, 2005 as Instrument No. 200500009744 in the Office of the Recorder of Hamilton County, Indiana (the "Road Impact Fee Agreement");

WHEREAS, pursuant to the Road Impact Fee Agreement, City of Westfield agreed to have Platinum collect road impact fees from homebuilders and other users in the Maple Knoll real estate project to fund the costs of certain road improvements constructed in or adjacent to Maple Knoll (the "Road Improvements");

WHEREAS, on July 31, 2013, all of the remaining real estate in Maple Knoll owned by Platinum was transferred to MKD, and MKD is developing the remainder of Maple Knoll;

WHEREAS, as of April 1, 2016, Platinum and MKD, collectively, have collected road impact fees from homebuilders and other users pursuant to the Road Impact Fee Agreement aggregating the amount equal to 100% of the costs incurred by Platinum and MKD, collectively, in connection with the Road Improvements;

WHEREAS, since Platinum and MKD, collectively, have been fully reimbursed for the costs incurred in connection with the Road Improvements, the parties now desire to place a document of record to formally document the termination of the Road Impact Fee Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Road Impact Fee Agreement, the parties hereby agree to the following:

1. The recitals above are incorporated herein by reference as if fully set forth herein and are true and correct in all material respects.

2. The Road Impact Fee Agreement is terminated effective April 1, 2016 (the "Effective Date"), and is no longer in effect in any way subsequent to the Effective Date.

IN WITNESS WHEREOF, the parties have executed this Termination of Road Impact Fee Agreement as of the date first above written.

Platinum Properties, LLC

Steven R. Edwards
Vice President – Chief Financial Officer

Date: _____

Maple Knoll Developer, LLC
By: Platinum Properties Management Company, LLC, its Manager

Steven R. Edwards
Vice President – Chief Financial Officer

Date: _____

City of Westfield, Indiana

Name:
Title:

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Steven R. Edwards and known to me to be the Vice President – Chief Financial Officer of Platinum Properties, LLC, and acknowledged the execution of the foregoing Termination of Road Impact Fee Agreement, for the uses and purposes therein set forth.

WITNESS my hand and notarial seal this _____ day of October, 2016.

Signature of Notary Public

Printed name of Notary Public

My commission expires: _____
My county of residence is: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Steven R. Edwards and known to me to be the Vice President – Chief Financial Officer of Platinum Properties Management Company, LLC, the Manager of Maple Knoll Developer, LLC, and acknowledged the execution of the foregoing Termination of Road Impact Fee Agreement, for the uses and purposes therein set forth.

WITNESS my hand and notarial seal this _____ day of October, 2016.

Signature of Notary Public

Printed name of Notary Public

My commission expires: _____
My county of residence is: _____

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and known to me to be the _____ of City of Westfield, Indiana, and acknowledged the execution of the foregoing Termination of Road Impact Fee Agreement, for the uses and purposes therein set forth.

WITNESS my hand and notarial seal this _____ day of October, 2016.

Signature of Notary Public

Printed name of Notary Public

My commission expires: _____
My county of residence is: _____

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

This instrument was prepared by Steven R. Edwards, Platinum Properties Management Company, LLC, 9757 Westpoint Drive, Suite 600, Indianapolis, Indiana 46256.

20050009744
Filed for Record in
HAMILTON COUNTY, INDIANA
JENNIFER J HAYDEN
02-18-2005 At 11:39 am.
AGREEMENT 17.00

17⁰⁰
⑤

ROAD IMPACT FEE AGREEMENT

This Road Impact Fee Agreement (the "Agreement") is by and between the Town of Westfield, Indiana, an Indiana municipality ("Westfield") and Platinum Properties, LLC, an Indiana limited liability company, and its successors and assigns ("Developer"), and is executed on the dates corresponding to signatures below;

WITNESSETH:

WHEREAS, Developer is the developer of a mixed use community comprising 625 acres and commonly known as Maple Knoll, the legal description of which is attached hereto and incorporated herein by reference as Exhibit "A" ("Maple Knoll");

WHEREAS, with respect to all Improvement Location Permits ("ILPs") issued in connection with Maple Knoll after the annexation of Maple Knoll to Westfield and the satisfaction of Indiana Code 36-4-3-22, road impact fees in connection with Maple Knoll will be due and owing to Westfield per the terms and conditions of Westfield's Ordinances, which road impact fees shall hereafter be referred to as the "Road Impact Fees";

WHEREAS, the Developer has expressed its intent to effect in kind improvements including, without limitation, the reconfiguration and relocation of 169th Street between Spring Mill Road and Ditch Road, and the improvement of Spring Mill Road and Oakridge Road (collectively the "Improvements"), and Westfield has expressed its desire to give a credit against the Road Impact Fees in an amount equal to the costs incurred for such Improvements.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements to be kept and performed hereunder, including the aforesaid recitals and definitions, which shall be incorporated herein by reference and construed as terms of this Agreement with full force and effect equal to the following terms, the parties hereto agree as follows:

Section 1. Creditable Costs. The Developer and/or its successors and assigns shall be entitled to receive from Westfield a credit against Road Impact Fees for all costs incurred by the Developer in connection with the Improvements (the "Creditable Costs"), which Creditable Costs (i) shall not include the costs of any acceleration lanes, deceleration lanes, and/or passing blisters, but (ii) shall include, but shall not be limited to, the following, all of which must be approved by Westfield:

1. Costs of acquiring right-of-way other than for acceleration lanes, deceleration lanes, and passing blisters;

2. Costs of relocating utilities;
3. Costs of engineering and testing;
4. Costs of vacating right-of-way;
5. All costs of relocating and reconfiguring 169th Street.

Section 2. Certification of Costs. Upon completion of the improvements funded by the Creditable Costs, the Developer shall certify and submit to Westfield paid receipts evidencing the Creditable Costs.

Section 3. Receipt of Creditable Costs. Until the Developer is fully reimbursed for the Creditable Costs, the Developer and/or its successors and assigns shall receive, each time an ILP is issued after the annexation of Maple Knoll to Westfield, a credit in the amount of the then prevailing Road Impact Fee.

Section 4. Authority. Each undersigned person signing on behalf of any party that is a municipality or limited liability company certifies that (i) he is fully empowered and duly authorized by any and all necessary action or consent to execute and deliver this Agreement for and on behalf of the party for which he signs, (ii) that each party hereto has fully capacity, power, and authority to carry out and enter into the obligations under this Agreement, and (iii) that this Agreement has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of each party.

THE TOWN OF WESTFIELD, INDIANA

Date: Jan 21, 2005

By: Jerry Rosenberg
Jerry Rosenberg, Town Manager

PLATINUM PROPERTIES, LLC
an Indiana limited liability company

Date: January 21 '05

By: Paul F. Rioux, Jr.
Paul F. Rioux, Jr., President

Prepared by: C. Frankenberger, Nelson & Frankenberger

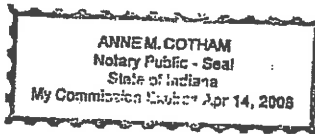
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For Jerry Rosenberger:

STATE OF INDIANA)

COUNTY OF Hamilton)

SS:



Before me, A Notary Public in and said County and State, personally appeared Jerry Rosenberger, Town Manager of The Town of Westfield, Indiana, and executed the foregoing Agreement Regarding Road Impact Fees and Park Impact Fees on behalf of The Town of Westfield, Indiana.

WITNESS my hand and Notarial Seal this 21 day of January, 2005.

My Commission Expires:

April 14, 2008

Anne M. Cotham
Notary Public- Signature

Anne M. Cotham
Notary Public- Printed Name

Residing in Hamilton County, Indiana

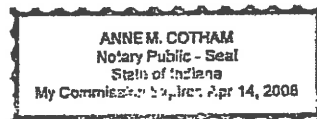


For Paul Rioux, Jr.:

STATE OF INDIANA)

COUNTY OF Hamilton)

SS:



Before me, A Notary Public in and said County and State, personally appeared Paul Rioux, Jr., President of Platinum Properties, LLC, Indiana, and executed the foregoing Agreement Regarding Road Impact Fees and Park Impact Fees on behalf of The Town of Westfield, Indiana.

WITNESS my hand and Notarial Seal this 21 day of January, 2005.

My Commission Expires:

April 14, 2008

Anne M. Cotham
Notary Public- Signature

Anne M. Cotham
Notary Public- Printed Name

Residing in Hamilton County, Indiana

EXHIBIT "A"

ZONING DESCRIPTION

A part of the Northwest Quarter of Section 2, a part of Section 3 and a part of the North Half of Section 10 all in Township 18 North, Range 3 East of the Second Principal Meridian in Washington Township, Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Northwest corner of the Northwest Quarter of said Section 3; thence South along the West line of said Quarter Section 1,371.20 feet to the POINT OF BEGINNING of this description; thence continuing South along said West line to the Southwest corner of said Quarter Section, said point also being the Northwest corner of the North Half of the Southwest Quarter of said Section 3; thence South along the West line of said Half Quarter Section to a point being 365 feet North of the Southwest corner of said Half Quarter Section; thence East parallel with the South of said Half Quarter Section 365 feet; thence South parallel with the West line of said Half Quarter Section 365 feet to a point on the South line thereof; thence East along the South line of said Half Quarter Section to the Northwest corner of the Southeast Quarter of the Southwest Quarter of said Section 3; thence East along the North line of said Quarter, Quarter Section 275.18 feet; thence South parallel with the West line of said Quarter, Quarter Section 791.60 feet; thence West parallel with the North line of said Quarter, Quarter Section 275.18 feet to the West line of said Quarter, Quarter Section; thence South along said West line to the Northwest corner of the East Half of the Northwest Quarter of said Section 10; thence South along the West line of said Half Quarter Section to the Southwest corner of said Half Quarter Section; thence East along the South line of said Half Quarter Section to the Southwest corner of the real estate described in Instrument No.2002-16836 in the Office of the Recorder, Hamilton County, Indiana; thence along said real estate by the next three (3) calls; 1) North 17 degrees 18 minutes 26 seconds East 126.05 feet; 2) North parallel with the East line of the East Half of the Northwest Quarter of said Section 10 a distance of 180.00 feet; 3) East parallel with the South line of said Half Quarter Section 204.50 feet to the East line of said Half Quarter Section; thence South along said East line 300.00 feet to the Southeast corner of said Half Quarter Section; thence East along the South line of the South Half of the Northeast Quarter of said Section 10 to the East line of the West 60 acres of said Half Quarter Section; thence North along said East line to the North line of said Half Quarter Section; thence East along said North line to a point that is 420.91 feet West of the Northeast corner of said Half Quarter Section and the Southeast corner of the real estate described in Instrument No.2000-33972 in said Recorder's Office; thence along said real estate by the next five (5) calls; 1) North 00 degrees 30 minutes 00 seconds West 508.) 1 feet; 2) South 89 degrees 52 minutes 30 seconds East 421.35 feet to a point on the East line of the Northeast Quarter of said Section 10 a distance of 1,821.54 feet North of the Southeast corner of said Quarter Section; 3) North along said East line 537.14 feet; 4) North 89 degrees 42 minutes 13 seconds West 420.26 feet; 5) North parallel with the East line of said Quarter Section 441.36 feet; thence West 917.98 feet; thence South 177.91 feet to the North line of the Northeast Quarter of said Section 10; thence West along said North line to the Northwest corner of said

Quarter Section; thence North along the East line of the Southwest Quarter of said Section. 3 to the South line of the West Half of the Northwest Quarter of the Southeast Quarter of said Section 3; thence East along the South line of said Half Quarter, Quarter Section to the Southeast corner thereof; thence North along the East line of said Half Quarter, Quarter Section to the Northeast corner thereof, said point also being on the South line of the Northeast Quarter of said Section 3; thence East along said South line to the Southeast corner of said Quarter Section, said point also being the Southwest corner of the West Half of the Northwest Quarter of said Section 2; thence North along the West line of said Half Quarter Section 9 Y2 rods; thence East parallel with the South line of said Half Quarter Section to a point on the West line of Quail Ridge, Section Four, recorded as Instrument No.9921162 in Plat Cabinet 2, Slide 246 in said Recorder's Office; thence North along said West line to the Northwest corner of Pine Ridge, Section Five, recorded as Instrument No.9921163 in Plat Cabinet 2, Slide 247 in said Recorder's Office; thence East along the North line of said Pine Ridge, Section Five to the East line of the Northwest Quarter of said Section 2; thence North along said East line to the Northeast corner of said Quarter Section; thence West along the North line of said Quarter Section to the Northwest corner of said Quarter Section; thence South along the West line of said Half Quarter Section to a point on the North right-of-way line of the former Central Indiana Railroad; thence West along said North right-of-way line to a point which lies 1,303.67 feet East and 777.88 feet South of the Northwest corner of the Northwest Quarter of said Section 3; thence South 599.91 feet to the Southeast corner of a parcel conveyed to Mariel Ackerson, recorded as Instrument No.98-6642 in the Office of the Recorder of Hamilton County, Indiana; thence West along the southerly line of said parcel to the place of beginning, containing 625 acres, more or less.

This description was prepared for zoning purposes only, and is subject to change upon completion of an accurate boundary survey.

S/34676ZON/Legals
February 3, 2000
JLM {R} JJF {F}
Revised: March 18, 2003
MEB {R} RJC {F}
Revised: June 17, 2003
MEB{R} CCH{F}

CITY/COUNTY UTILITY REIMBURSEMENT AGREEMENT

Agreement Amount \$7,997.00 Des No. 1173193

Agreement Type Standard Project No. 1173193

Work Description Construction of new Pedestrian Road Monon Trail (191st-216th)

And Bike Path _____ County Hamilton

THIS AGREEMENT, made and entered into this ____ day of _____ 2017, by
and between AT&T Corp.

(hereinafter referred to as the "Utility"), and the City of Westfield, 130 Penn Street,
Westfield, Indiana, 46074

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

WITNESSETH:

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

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

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

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

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

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

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

SECTION I - DESCRIPTION OF WORK AND ITEMIZED COST ESTIMATE

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

~~{Circle (1) or (2)}~~

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

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

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

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

SECTION II - WORK COMMENCEMENT

The Utility shall not start work on the adjustments, removals, alterations and/or relocations covered by this agreement until written authorization has been given the Utility by the Local Public Agency or until a satisfactory starting date has been established with the Local Public Agency's project coordinator.

SECTION III - SUBORDINATION OF RIGHTS

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

SECTION IV - MATERIAL ALTERATIONS DUE TO CHANGED AND UNFORESEEN CIRCUMSTANCES

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

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

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

SECTION V - STANDARD PAYMENT METHOD / PROGRESS BILLING

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

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

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

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

SECTION VI – LUMP SUM PAYMENT METHOD

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

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

If a lump sum payment is approved, the Utility shall submit one request for payment no later than ninety (120) days after the work is completed. No amount in excess of the agreed amount in Exhibit "B" shall be reimbursed.

SECTION VII - FINAL BILL

The Utility shall present its final itemized bill accompanied by an itemized cumulative invoice within ninety (120) days of completion of its work. All documents required to substantiate any claims for payment shall be submitted with this final itemized bill. Such supporting documentation shall include, but shall not be limited to, copies of material invoices, time sheets, vendor and/or contractor invoices and other such documents as may be deemed by the State to support such invoice.

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

SECTION VIII - RECORDS

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

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

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

SECTION IX - DISCRIMINATION

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

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

SECTION X - GENERAL LIABILITY PROVISIONS

The Utility for itself, its employees, agents and representatives, shall indemnify, protect and save harmless the Indiana Department of Transportation, the State of Indiana, and the Local Public Agency from and against any and all legal liabilities and other expenses, claims, costs, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property (hereafter "Claim"), arising out of intentional tortious acts or whether due in whole or in part to the negligent acts or omissions of the Utility, its employees or agents or contractors, in relation to or in connection with any work performed or to be performed pursuant to this agreement, provided however, that where said Department of Transportation and/or the Local Public Agency has been found liable by a court, tribunal or governing body entitled to

make such a determination for intentional tortious acts and/or negligence with respect to the occurrence or occurrences giving rise to the Claim, the Utility shall have no duty to indemnify, protect, or save harmless either the Department of Transportation, the State, or the Local Public Agency.

SECTION XI - INCORPORATION OF THE UTILITY POLICY GUIDE

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

SECTION XII - PENALTIES/INTEREST/ATTORNEY'S FEES

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

SECTION XIII - GOVERNING LAWS

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

SECTION XIV - BINDING UPON SUCCESSORS OR ASSIGNS

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

SECTION XV - NON-COLLUSION AFFIDAVIT

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

SECTION XVI - MAINTAINING A DRUG-FREE WORKPLACE

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

(B) In addition to the provisions of paragraph (A) above, if the total contract amount set forth in this agreement is in excess of \$25,000.00, the Utility and its subcontractors, if any, hereby further agree that this agreement is expressly subject to the terms, conditions and representations contained in the Drug-Free Workplace

certification executed by the Utility in conjunction with this agreement and which is appended as an attachment hereto.

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

SECTION XVI – BUY AMERICAN CERTIFICATION

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

The Rest of this page intentionally left blank

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

THE UTILITY:

AT&T Corp.
(Utility Name)

Alvin S. Richardson
(Signature of Officer)

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

Sr. Tech. Project Mgmt.
(Officer's Position)

ACKNOWLEDGEMENT

State of Georgia County of DeKalb SS:

Before me, the undersigned Notary Public in and for said County and State, personally appeared Alvin S. Richardson
(Names and offices of signers of Utility)

AT&T Corp.
(Name of Utility)

and acknowledged the execution of the foregoing contract on this 25 day of January 2017.

Witness my hand and seal the said last day.

My Commission Expires 4-20-2019

Luis J. Ortega
(Signature)

(Seal)

Luis J. Ortega
(Printed or Typed) (Notary Public)

FOR:

City of Westfield
By the Westfield Board of Public Works

BY:

ATTEST:

J. Andrew Cook
Mayor

Date

Randy Graham
Member

Date

Kate Snedeker
Member

Date

ACKNOWLEDGEMENT

State of Indiana, County of _____, SS:

Before me, the undersigned Notary Public in and for the County and State, personally appeared J. Andrew Cook (Mayor), Randy Graham (Member), Kate Snedeker (Member) and acknowledged the execution of the foregoing contract on this ____ day of _____ 2017.

My Commission Expires _____

(Signature)

(seal)

(Printed or Typed) (Notary Public)

This document prepared by: DLZ Indiana, LLC; 825 Barr Street, Fort Wayne, IN 46802

EXHIBIT A SCOPE OF WORK

SHERIDAN - INDIANAPOLIS FT “A” CABLE IN – WESTFIELD – MONON TRAIL DEVELOPMENT – PHASE # 7 WESTFIELD, IN

THE LOCATION:

The project is located near the city of Westfield, Hamilton County, Washington Township, and State of Indiana. This project will take place in Sections 14, 15, 23, 24, 25, 26 in T19N, R3E. The work begins at Monon Trail Elementary School south property line and continues north along the abandoned CSX – Monon rail bed to 216th St. Approx. 2.78 miles.

THE WORK:

The trail is being designed and developed by the City of Westfield. With the current design of the trail, construction will impact the existing AT&T/T Sheridan to Indianapolis FT ‘A’ Cable and easement at 300+00. An existing culvert, currently 5 feet below AT&T/T’s cable, is scheduled to be replaced during construction with unknown contractor. Also, a box culvert is proposed to be placed in an existing ditch at 427+00, 18-inches below the existing grade of ditch. This may also impact AT&T/T’s cable due to insufficient clearance between the cable and bottom elevation of the proposed box culvert. This Scope describes the engineering time required to resolve the conflicts with AT&T/T’s cable and easement with the current design of Phase 7.

THE WORK WILL CONSIST OF THE FOLLOWING:

1. 45 Hrs of Previous engineering time working with DLZ on the preliminary plans plotting AT&T/T’s existing facilities consisting of sub-surface handholes and making sure AT&T/T is shown accurately on construction plans. Determine if any proposed structures impact the existing AT&T/T facilities. Learned the culvert structure at 300+00 had been changed to remove and replace due to sink holes from the existing dilapidated culvert. This information was not on the

original set of plans provided for utility conflict analysis. Continued to work with DLZ on the conflict areas and began the process of negotiating on how to resolve the conflict areas with the existing AT&T/T facilities. Presented three “options” to DLZ explaining how this situation can proceed. 1st - I can send an official 6K Letter which is the standard letter sent out when preliminary engineering is needed on AT&T/T Facilities that are impacted by “outside” projects. How this works is, you receive letter, then “Others” will send check for \$6,000.00 to AT&T/T for preliminary engineering. Once AT&T/T has received and processed the check, they will give the “Ok to precede notice”. Then all engineering time will be billed out of the 6K. If total engineering costs exceeds 6K for all work performed, the responsible financial party will be responsible for the remaining amount.

2nd - We can work out an agreement between “Whoever is paying” and “AT&T/T” so all previous and future engineering time will be compensated for work on Phase 7 by ATT/T Representatives, (JMC Engineers & Associates). I think altogether I will have approximately 6 to 7 days plus mileage to resolve any AT&T/T issues with this Phase 7 project.

3rd - AT&T/T sends 6K letter then receives payment from “whomever”. JMC engineers a plant protection project and develops a cost estimate. Send estimate to “whomever” for the projected cost of AT&T/T contractors to come in and perform the work needed to insure proper protection over the existing fiber. Once all parties have signed the agreement, a letter to proceed will be issued then AT&T/T contractors can begin perform the necessary work to protect the existing fiber.

Option 3 is not where AT&T/T wants to go with this, but it is still inside AT&T/T rights to do so since this project is impacting AT&T’s existing facilities which is located inside a court awarded easement.

Received reply from Todd Thurber stating DLZ will present the options to the City of Westfield and will be in touch. Todd requested an example of the 6K letter used by AT&T/T. I sent an example of a 6K letter from a previous project that was in the same general area. Days later, received an email from Todd stating INDOT or an LPA cannot use federal funds for any work prior to an executed utility reimbursement agreement, which includes the 6K prepayment AT&T/T is requesting. Therefore, Westfield and AT&T/T must have an executed reimbursement agreement before Westfield can use federal funds to cover the reimbursement charges.

I sent a detailed email to Carl Donahue and Larry Smith w/ AT&T/T describing the situation beginning to develop with this project. And that a fee/time justification is required when dealing with federally

funded projects. Developed this document and a detailed Cost Estimate showing breakdown in "Units" for previous and anticipate engineering time resolving conflict issues with this Phase 7 Project and the existing AT&T/T facilities.

2. Two working days will be dedicated for a field visit to job site and plotting new info to plans. Meet with AT&T Technician to locate and record cable depths before and after station 427+00. This will help determine if the existing cable will have sufficient clearance from box culvert once 18 inches has been removed from the bottom of the flow line. Then, plot AT&T/T's cable depths onto DLZ's construction plans and cross sections. Inform Todd Thurber (DLZ) of cable depths and if box culvert impacts AT&T/T's cable or not. Develop resolution plan if cable is impacted by box culvert. TBD. Approx. 16 Hrs + Milage. If impacted by Box culvert - additional 16 Hrs+ milage.
3. A second field visit will be required to arrive when contractor is replacing culvert at 300+00. Will supervise excavation around live fiber and instruct contractor how to lash cable temporary to pole for suspension over trench. Continue to oversee and protect cable while uncertified AT&T/T contractor excavates, removes and replaces culvert. If culvert replacement is not completed within one full day of work, complete protection must be added to cable overnight. Protection in the form of split steel being placed over live cable and secured with both ends of cable completely covered with soil. I would return the next day to supervise until the work is complete and the cable has been place at proper depth and back filled. Approx. 20hrs + Milage.
4. Work with DLZ and AT&T Corp. to develop a Sub-Ordination Agreement for Phase 7. Trail is being developed over a 16 ½ foot easement in favor of AT&T/T. Approx. 8 Hrs.
5. Work with DLZ, City of Westfield, and AT&T Corp. to develop an Executed Reimbursement Agreement for JMC's engineering time working with DLZ and the current conflicts with Phase 7. Approx. 8 Hrs.

EXHIBIT B
COST ESTIMATE
SHERIDAN - INDIANAPOLIS FT 'A' CABLE
IN - WESTFIELD - MONON TRAIL DEVELOPMENT - PHASE 7
WESTFIELD, IN

JMC ENGINEERS PERSONNEL COSTS:

ITEM		UNIT	QTY	PRICE	AMOUNT
1	Project Manager	HRS	8	\$ 67.00	\$ 536.00
2	Project Engineer	HRS	113	\$ 59.00	\$ 6,667.00
3	Consultant Clerk	HRS	8	\$ 29.50	\$ 236.00
4	CMisc (PerDiem / Milage)	LS	1	\$ 558.00	\$ 558.00
			Total		\$ 7,997.00

GRAND TOTAL **\$ 7,997.00**



**City of Westfield Fire Department
Board of Public Works & Safety Report
January 1st – January 31st, 2017**

**Contact: Fire Chief
Marcus Reed
or Nikki Hartman
804-3304**

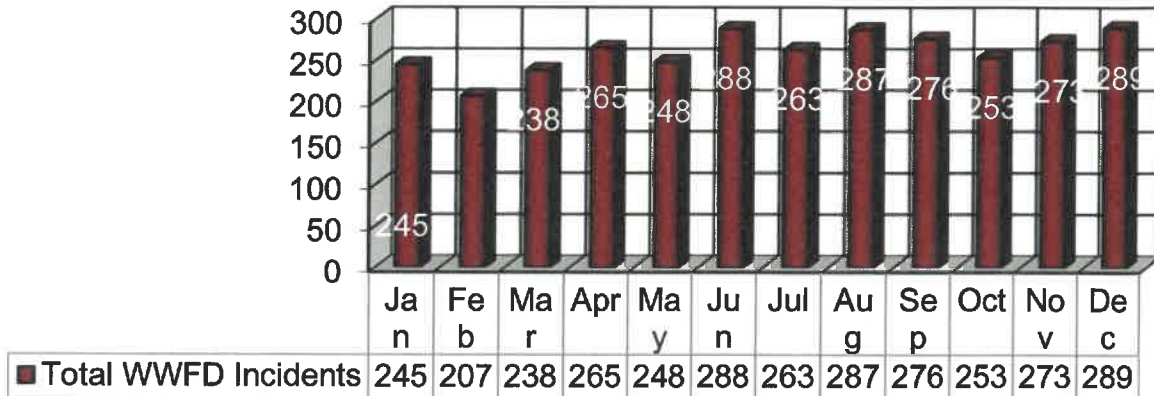


Westfield Fire Department 2017 Incident Statistics By Fire / Medical Groups

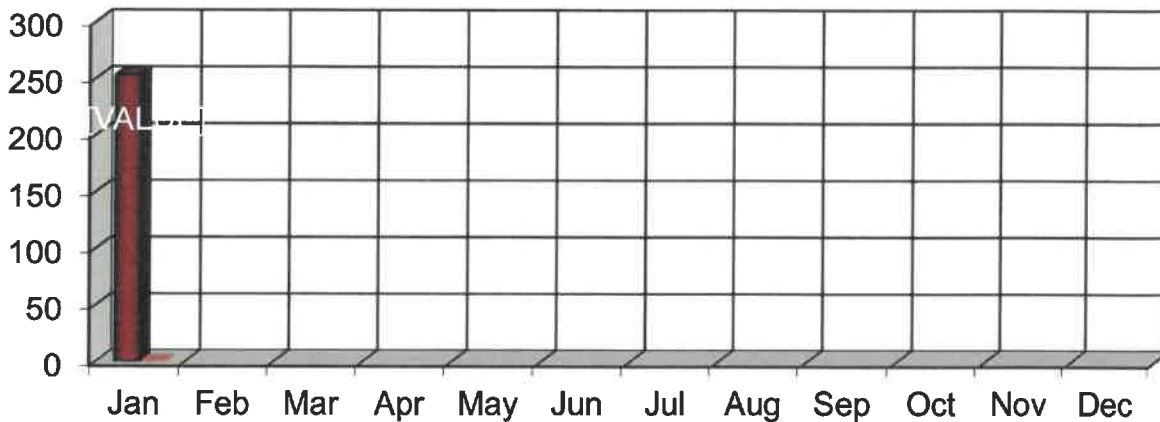


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Total WFD Fire Incidents	103												103	40.7%
Total WFD Medical Incidents	150												150	59.3%
Total WWFD Incidents	253												253	100%

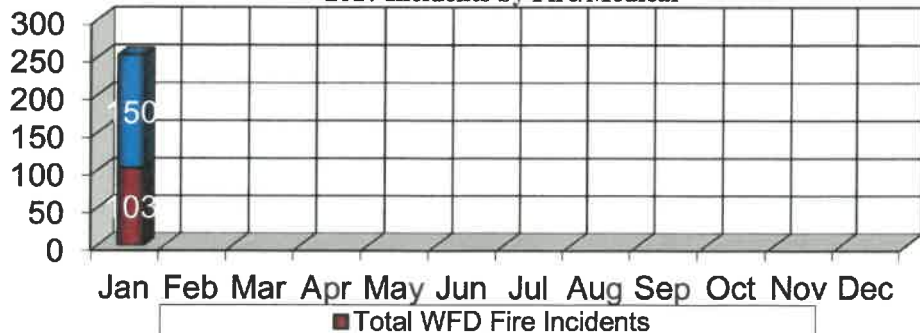
**Westfield Fire Department
2016 Total Incidents**



**Westfield Fire Department
2017 Total Incidents**



**Westfield Fire Department
2017 Incidents by Fire/Medical**



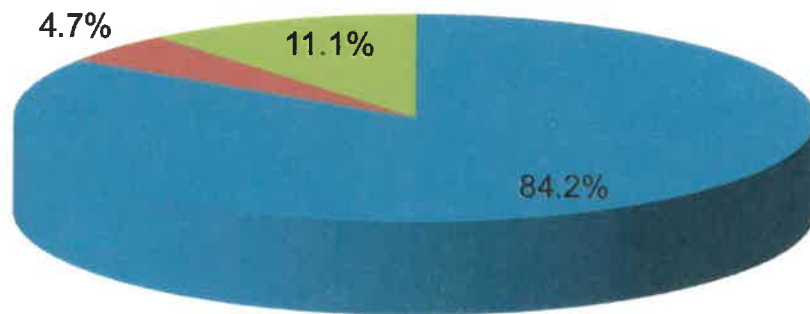


**Westfield Fire Department
2017 Fire/Medical Incidents
By Governmental Area**



2017 Incidents	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
City - Incidents	213												213	84.2%
Township - Incidents	12												12	4.7%
Out Of Twp - Assists	28												28	11.1%

**Westfield Fire Department
2017 Incidents by Governmental Areas**



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

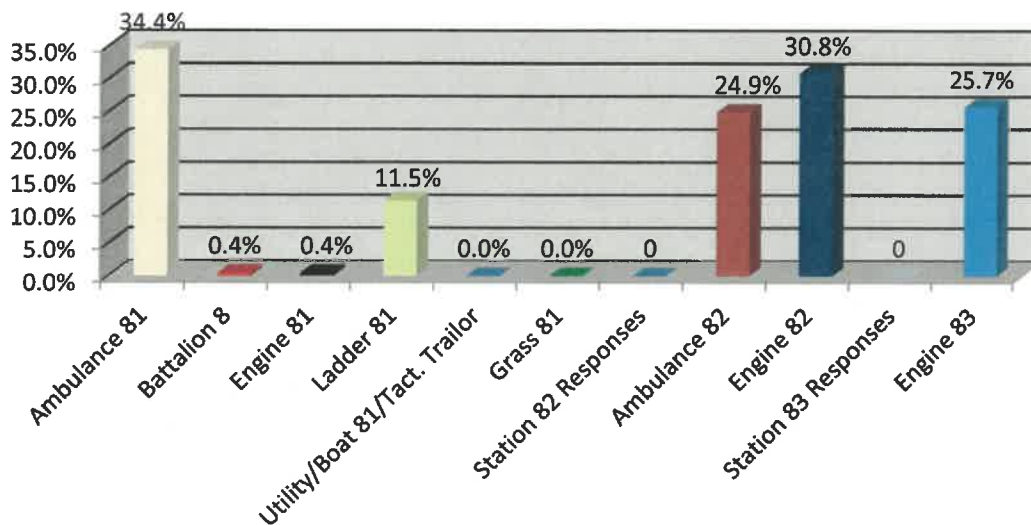


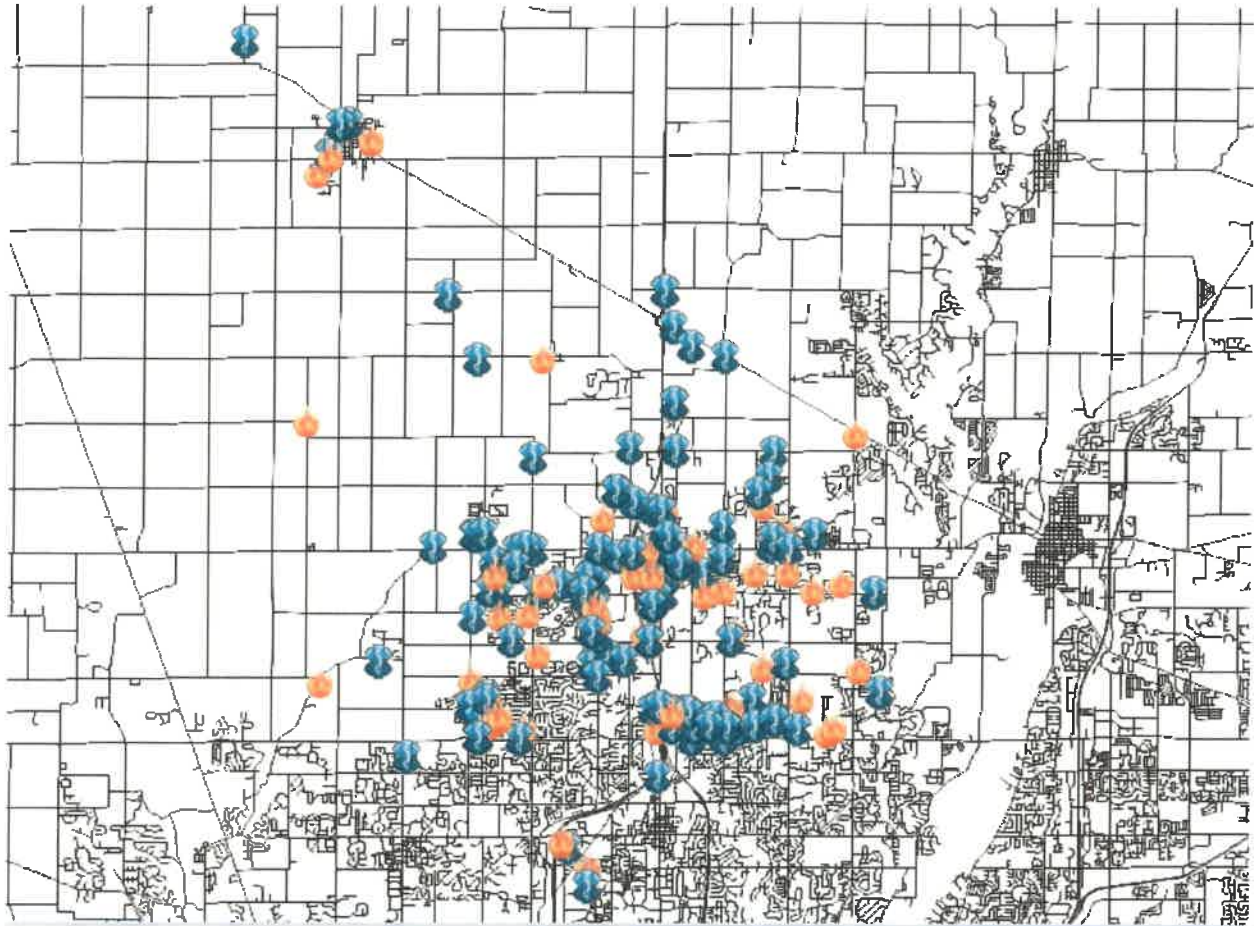
Westfield Fire Department 2017 Total Apparatus Responses By Unit & Station



Station 81 Responses	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
Ambulance 81	87												87	34.4%
Battalion 8	1												1	0.4%
Engine 81	1												1	0.4%
Ladder 81	29												29	11.5%
Utility/Boat 81/Tact. Tractor													0	0.0%
Grass 81													0	0.0%
Station 82 Responses													Totals	%
Ambulance 82	63												63	24.9%
Engine 82	78												78	30.8%
Station 83 Responses													Totals	%
Engine 83	65												65	25.7%

Westfield Fire Department 2017 Total Apparatus Responses





FIRE AND MEDICAL RUNS FOR THE MONTH OF JANUARY 2017

Westfield Fire Department

Kristen Custom Report

Alarm Date Between {01/01/2017} And {01/31/2017}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	2	0.79%	\$6,000	54.54%
113 Cooking fire, confined to container	1	0.39%	\$5,000	45.45%
130 Mobile property (vehicle) fire, Other	1	0.39%	\$0	0.00%
	4	1.58%	\$11,000	100.00%
2 Overpressure Rupture, Explosion, Overheat(no fire)				
251 Excessive heat, scorch burns with no	1	0.39%	\$0	0.00%
	1	0.39%	\$0	0.00%
3 Rescue & Emergency Medical Service Incident				
311 Medical assist, assist EMS crew	1	0.39%	\$0	0.00%
320 Emergency medical service, other	3	1.18%	\$0	0.00%
321 EMS call, excluding vehicle accident with	141	55.73%	\$0	0.00%
322 Motor vehicle accident with injuries	10	3.95%	\$0	0.00%
323 Motor vehicle/pedestrian accident (MV Ped)	2	0.79%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	10	3.95%	\$0	0.00%
	167	66.00%	\$0	0.00%
4 Hazardous Condition (No Fire)				
412 Gas leak (natural gas or LPG)	4	1.58%	\$0	0.00%
440 Electrical wiring/equipment problem, Other	1	0.39%	\$0	0.00%
442 Overheated motor	1	0.39%	\$0	0.00%
444 Power line down	1	0.39%	\$0	0.00%
460 Accident, potential accident, Other	1	0.39%	\$0	0.00%
463 Vehicle accident, general cleanup	1	0.39%	\$0	0.00%
	9	3.55%	\$0	0.00%
5 Service Call				
500 Service Call, other	1	0.39%	\$0	0.00%
511 Lock-out	1	0.39%	\$0	0.00%
522 Water or steam leak	3	1.18%	\$0	0.00%
531 Smoke or odor removal	3	1.18%	\$0	0.00%
550 Public service assistance, Other	4	1.58%	\$0	0.00%
551 Assist police or other governmental agency	9	3.55%	\$0	0.00%
554 Assist invalid	7	2.76%	\$0	0.00%
561 Unauthorized burning	1	0.39%	\$0	0.00%

Westfield Fire Department

Kristen Custom Report

Alarm Date Between {01/01/2017} And {01/31/2017}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
5 Service Call				
	29	11.46%	\$0	0.00%
6 Good Intent Call				
600 Good intent call, Other	2	0.79%	\$0	0.00%
611 Dispatched & cancelled en route	21	8.30%	\$0	0.00%
621 Wrong location	2	0.79%	\$0	0.00%
622 No Incident found on arrival at dispatch	1	0.39%	\$0	0.00%
631 Authorized controlled burning	1	0.39%	\$0	0.00%
652 Steam, vapor, fog or dust thought to be	1	0.39%	\$0	0.00%
671 HazMat release investigation w/no HazMat	4	1.58%	\$0	0.00%
	32	12.64%	\$0	0.00%
7 False Alarm & False Call				
700 False alarm or false call, Other	2	0.79%	\$0	0.00%
733 Smoke detector activation due to	2	0.79%	\$0	0.00%
734 Heat detector activation due to malfunction	1	0.39%	\$0	0.00%
735 Alarm system sounded due to malfunction	1	0.39%	\$0	0.00%
736 CO detector activation due to malfunction	1	0.39%	\$0	0.00%
740 Unintentional transmission of alarm, Other	1	0.39%	\$0	0.00%
744 Detector activation, no fire -	1	0.39%	\$0	0.00%
746 Carbon monoxide detector activation, no CO	1	0.39%	\$0	0.00%
	10	3.95%	\$0	0.00%
9 Special Incident Type				
900 Special type of incident, Other	1	0.39%	\$0	0.00%
	1	0.39%	\$0	0.00%

Total Incident Count: 253

Total Est Loss:

\$11,000



Public Works

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

Board of Works

Andy Cook
Randy Graham
Kate Snedeker

Clerk Treasurer

Cindy J. Gossard

Public Works Department

(317) 804-3100 office
(317) 804-3190 fax
2706 East 171st Street
Westfield, IN 46074
westfield.in.gov

February 22, 2017

Consent Agenda Items:

Performance Bond Acceptance

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

- William Trace, Section 2, Bond #INC60358 – \$651,999.70 – Streets/Curbs, Storm Sewer, Sidewalk, Trail & Erosion Control
- Derby Ridge, Section 3, Bond #CMS0324486 - \$35,467.95 – Erosion Control

Performance Bond Release

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

- Harmony Life Style Center, Bond #1118844 – \$12,496.00 – Erosion Control
- IMMI Studio – Bond #5022893 – \$32,634.80 – Storm & Erosion Control
- Walmart Expansion – Bond #929500646 – \$141,000.00 – Storm Sewer & Erosion Control
- Grand Park Fieldhouse, Bond #1037489 - \$184,521.00 – Storm Sewer & Erosion Control
- Bridgewater, Phase I, Section J, I, I-2, Bond #5009600 - \$44,000 – Erosion Control
- Bridgewater, Phase I, Section J, I, I-2, Bond #5009599 - \$90,725.80 – Sidewalk
- Bridgewater, Phase I, Section J, I, I-2, Bond #5014729 - \$47,433 – Street Surface Asphalt Coat
- Bridgewater, Phase I, Section J, I, I-2, Bond #5009595 - \$4,400 – Monuments & Markers
- Bridgewater, Phase I, Section J, I, I-2, Bond #5009594 - \$44,000 – Erosion Control
- Bridgewater, Phase I, Section J, I, I-2, Bond #5009593 - \$23,430.00 – Sidewalk
- Bridgewater, Phase I, Section J, I, I-2, Bond #5011303 - \$4,400 – Monuments & Markers
- Centennial Bible Church, Bond #601045061 - \$2,498.00 – Erosion & Storm Sewer
- Harmony, Section 2, Bond #1114585, \$580,900.29 – Erosion Control
- Harmony, Section 2, Rider to Bond #1114585, \$20,728.68 (reduction)
- Springmill Self Storage, Bond #104896463, \$24,200.00 Erosion Control



Public Works

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westfield.in.gov

Maintenance Bond Acceptance

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

- Harmony Life Style Center, Bond #SUR60001221 – \$1,249.60 – Erosion Control
- Harmony Life Style Center, Bond #SUR60001234 – \$4,347.00 – Storm Sewer
- Grand Park Fieldhouse, Bond #1037496 - \$16,776.50 – Storm Sewer & Erosion Control

Maintenance Bond Release

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

- Bainbridge, Bond #1018916 – \$320.00 – Sidewalk
- Bainbridge, Bond #1018918 – \$8,672.00 – Storm Sewer
- Bainbridge, Bond #1018920 – \$9,475.00 – Streets & Curbs
- Bridgewater, Section B, Bond #889272S – \$407.00 – Monumentation
- Bridgewater, Section C, Bond #889294S – \$8,368.30 – Paving
- Bridgewater, Section G2, Bond #889273S - \$418.00 – Monumentation
- Bridgewater, Section K1, Bond #716783S - \$25,496.60 – Storm Drainage
- Bridgewater, Section K1, Bond #716784S - \$2,061.00 – Paving
- Bridgewater, Section A, E, G3-5, Bond #889271S - \$2,328.09 – Monumentation
- Brookside, Section 4, Bond #7633141 - \$1,571.50 – Multi-use path, surface
- Brookside, Section 4-A, B, C, #7629927 - \$6,641.50 – Surface
- Centennial South, Bond #9012713 - \$43,766.80 – Storm Sewer
- Centennial South, Bond #9102714 - \$5,000.00 – Erosion Control
- Centennial South, Bond #9012715 - \$3,100.00 – Sidewalk
- Centennial South, Bond #9012716 - \$51,680.00 – Streets & Curbs
- Countryside, Section 13, Bond #INC43505 - \$1,491.65 – Replat/Storm Sewer
- Countryside, Section 13, Bond #7604139 - \$2,681.10 – Stone Binder & Surface
- Keeneland Park, Section 2, Bond #929592998 - \$4,839.85 – Stone Base, Asphalt Binder, Asphalt Surface
- Lord of Life Lutheran Church, Bond #5025082 - \$483.20 – Streets & Curbs
- Lord of Life Lutheran Church, Bond #5025083 - \$5,705.80 – Storm Sewer



Public Works

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- Maple Village, Section 4B, Bond #B0376505 - \$1,737.25 – Concrete Curbs & Common Area Sidewalks
- Maple Village, Section 4B, Bond #7633281 - \$8,136.40 – Asphalt Paving & Stone Base
- Oak Manor, Section 2, Bond #5030996 - \$1,500.00 – Common Area Pathways & Sidewalks
- Oak Manor, Section 2, Bond #5034202 - \$4,679.00 – Street Surface, Monuments & Markers
- Oak Manor, Section 2, Bond #5021163 - \$6,540.00 – Erosion Control
- Oak Manor, Section 2, Bond & Rider #1010959 - \$22,077.00 – Storm Sewers
- Oak Manor, Section 2, Bond & Rider #1010960 - \$34,013.00 – Sanitary Sewers
- Oak Manor, Section 2, Bond & Rider #1010961 - \$24,627.00 – Water Mains
- Oak Manor, Section 5, Bond #5035292 - \$12,491.00 – Water, Sanitary Sewer, Storm, & Erosion Control
- Springmill Commons, Bond #8922437 - \$63,021.40 – Water, Sanitary, Storm
- Springmill Self Storage, Bond & Rider #5036019 - \$25,374.00 – Storm Sewer & Water Mains
- Viking Meadows, Blue Grass, Section 1, Bond #INC45355 - \$6,278.10 – Storm Sewer
- Westfield Marketplace, Bond #08922416 - \$12,100.00 – Paving
- Springmill Self Storage, Bond #105630760 - \$2,420.00 – Erosion Control
- Oak Manor, Section 3, Bond #5038663 - \$23,787.00 – Streets/Curbs
- Oak Manor, Section 3, Bond #5034655 - \$10,616.00 – Erosion Control
- Oak Manor, Section 3, Bond #5028098 - \$17,821.00 – Storm Sewers
- Cool Creek Village, Bond #B0310177 - \$47,660.00 – Utility-Infrastructure Maintenance
- Bridgewater, Section I-1 & L, Bond #716779S - \$40,448.76 – Storm Drainage
- Bridgewater, Section F, Bond #716578S - \$20,418.50 – Storm Drainage
- Bridgewater, Section H, Bond #718381S - 14,729.22 – Storm Sewers
- Bridgewater, Section H-1, Bond #718651S - \$14,046.59 – Storm Drainage
- LA Fitness, Thompson Thrift, Bond #B01310194, \$23,890.00 – Sanitary Sewer, Water Service and Storm Sewer
- Harmony, Section 2, Bond #SUR60001267, \$1,884.43 – Erosion Control



Letter of Credit Release:

The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Bond reduction by the requested developer:

- Magnolia Springs, Letter of Credit #1026584080, Ramsey Development
- Bridgewater Marketplace 3, Letter of Credit & Amendments #18120193-00-000, Throgmartin-Henke Development
- Bridgewater-Transitional Care – Kindred, LOC #4444876783, \$166,000
- Taco Bell Westfield, Standby Letter of Credit #5322747, \$19,030.00

Public Works

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

January 30, 2017

Mr. Gary Pence, PE
Senior Project Manager
City of Westfield
2706 East 171st Street
Westfield, IN 46074

RE: DES 1401707
186th Street and Springmill Road Roundabout LPA-Consultant Contracts

Dear Mr. Pence:

Thank you for entrusting the construction inspection services for the 186th and Springmill Road rondabout project to United Consulting. We have enclosed one draft LPA-Consultant Contract for your review and approval. This contract is the latest INDOT standard boilerplate downloaded from their website.

The enclosures listed below represent our understanding of the project scope and the schedule used to calculate the proposed fee.

Please let us know when this contract will be presented to the Council and we will be present to answer any questions.

If you have any questions or comments, please contact me anytime. My cell phone number is (317) 502-4246.

Sincerely,
UNITED CONSULTING

Brian N. Miller, Manager
Construction Engineering Services

Enclosures – Process to submit Contracts to INDOT
Project Scope Summary
Time Justification Summary
INDOT overhead letter
INDOT Pre-Qualification letter
LPA-Consultant Contract Review Checklist
Man-hour Justification worksheet
Rate Calculation sheet
Rate by Classification sheet
LPA-Consultant Contract (1 copy)

c: File (pending)
Jeff Larrison



INDOT Process for LPA-Consultant Approval

1. Submit an unsigned final draft of the LPA-Consultant Contract with appendices and all supporting documentation provided herein to the INDOT Greenfield District Local Programs Coordinator for approval.
 - a. Include the following:
 - i. Copy of the fee proposal
 - ii. LPA-Consultant Contract
 - iii. Copy of the current INDOT approved overhead rate letter
 - iv. Copy of INDOT Pre-Qualification letter
 - v. LPA-Consultant Contract Review Checklist
2. Once INDOT has returned the approved final draft of the LPA-Consultant Contract, we can each execute the contract.
3. Submit the executed LPA-Consultant Contract with original signatures to the INDOT Greenfield District Local Programs Coordinator. They will then give final approval and request FMIS authorization for this project.
4. Once the LPA has received the Notice of Authorization from INDOT that federal funding has been authorized in FMIS, a Notice-to-Proceed may be issued to the Consultant.

District Mailing address:
INDOT Greenfield District
Attn: Local District Program Coordinator
32 South Broadway
Greenfield, IN 46140



Project Scope Summary – 186th and Springmill Road

Anticipated Bid Date: July 12, 2017 (1)
Anticipated Start Date: August 2, 2017 (1)
Substantial
Completion Date: October 16, 2017 (2)
Final
Completion Date: November 30, 2017 (2)
Project Duration: 23 weeks (3)
Construction Estimate: \$2,072,929.73 (4)

Proposed Staffing:

- 1 full time Project Engineer/Supervisor (United) – Construction Manager I for project duration of 23 weeks (17 weeks of full time construction and 6 weeks for the FCR).
- 1 part time Inspector (United) – Construction Manager II for project duration of 16.5 weeks (12 weeks of full time construction and 4.5 weeks for the FCR).

- (1) Estimated as no INDOT Contract Information Book was available at the time of preparation
- (2) Assume 17 weeks of construction, including pre-closure and road closure period
- (3) Time includes construction and FCR completion
- (4) From Designer of Record Estimate dated 11/8/2016



Time Justification

186th and Springmill Road DES 1401707 Construction Cost Estimate \$2,072,929.73 (1) Anticipated Bid Date July 12, 2017

Pre-Construction	Preparation	16 hours
Construction		
	Anticipated Start Date (2)	8/2/17
	Substantial Completion Date (3)	10/1/17
	Contract Completion Date (4)	11/30/17
	Estimated Days Total	120.0 Days
	Estimated Duration	17.1 Weeks
By designer of record	Utility relocations	0.0 Weeks
	Shut Down (weeks)	0.0 Weeks
	Total Weeks Construction	17.1 Weeks
	USE (part time inspection)	17.0 Weeks

Staffing

Department	Pre-Construction Preparation	5.0 hours
Manager	Construction (5)	102.0 hours
United	Final Construction Record	18.0 hours
Total		125.0 hours

PE/PS	Pre-Construction Preparation	16.0 hours
Construction	Utility relocations	0.0 hours
Manager I	Construction	680.0 hours
United	OT (6)	136.0 hours
	Final Construction Record	240.0 hours
Total		936.0 hours
	OT	136.0

Inspector	Pre-Construction Preparation	5.0 hours
Construction	Construction +	480.0 hours
Manager II	OT (6)	96.0 hours
United	Final Construction Record	180.0 hours
Total		665.0 hours
	OT	96.0

Pre-construction Activities	7/12/17 bid 21 * 8/2/17 NTP/start	8/2/17 11/30/17 17.1
Shut Down Estimated	0 2017 0 2018 0.0 weeks	

Year #1	8/2/17 2017 11/30/17 work 17.1 weeks	17 weeks
Year #2	1/1/18 2018 1/1/18 work 0.0 weeks	17.1 weeks 0.00 weeks
Year #3	1/1/19 2019 1/1/19 work 0.0 weeks	0 weeks
	100% 2017 0% 2018 0% 2019	

Inspector	8/2/17	
Time	10/25/17	
weeks	12.00	
	1/0/00	
	1/0/00	
weeks	0.00	12.0

(1) From Designer of Record Estimate dated 11/8/2016

(2) Estimated as no INDOT Contract Documents were available at the time of preparation

(3) Assume 60 days of road closure to Substantial Completion

(4) Assume 60 days of additional work beyond road closure period

(5) Estimated at 6 hours/week



ENGINEERING

ENVIRONMENTAL

INSPECTION

LAND SURVEYING

LAND ACQUISITION

PLANNING

WATER &
WASTEWATER

SINCE 1965

OFFICERS

William E. Hall, PE

Dave Richter, PE, PLS

Steven W. Jones

Christopher R. Pope, PE

B. Keith Bryant, PE

Michael Rowe, PE

PROFESSIONAL STAFF

Andrew T. Wolka, PE

Devin L. Stettler, AICP

Darryl P. Wineinger, PE

Adam C. Post, PE

Michael S. Oliphant, AICP

E. Rachelle Pemberton, PE

Timothy J. Coomes, PLS

Jon E. Clodfelter, PE

Steven R. Passey, PE

Brian J. Pierson, PE

Christopher L. Hammond, PE

Paul D. Glotzbach, PE

Brian S. Frederick, PE

Jay N. Ridens, PE

Christopher J. Dyer, PE

Matthew R. Lee, PE

William R. Curtis, PE

Jeromy A. Richardson, PE

Heather E. Kilgour, PE

Adam J. Greulich, PLS

Whitney D. Neukam, PE

Caleb C. Ross, PE

Matthew A. Taylor, PE

Josh O. Betz, PLS

Dann C. Barrett, PE

Scott G. Minnich, PE

Sean B. Hankins, PE

Benjamin T. Stenger, PE

John R. Stocks, PE

Jim R. Lesh, PE

Nicholas J. Kocher, PE

Jennifer L. Hart, PE

Jeffrey R. Andrews, PE

Kellon S. Cunningham, PE

Richard T. Bernard, PE

Contractor Cost Certification

Certification of Final Indirect Costs

Firm Name: UNITED CONSULTING Engineers

Indirect Cost Rate Proposal: 177.02%

Facilities Capital Cost of Money Rate Proposal: 0.93%

Date of Proposal Preparation: March 21, 2016

Fiscal Proposal Preparation: December 31, 2015

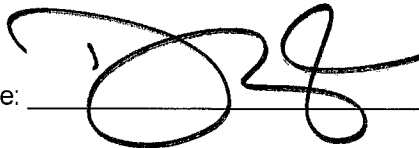
Period Covered: January 01, 2015 to December 31, 2015

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

- 1) *All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of title 48, Code of Federal Regulation (CFR), part 31.*
- 2) *This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: _____



3/21/16

Name of Certifying Official: Dave Richter

Title: President

Date of Certification: March 21, 2016

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



INDIANA DEPARTMENT OF TRANSPORTATION

Driving Indiana's Economic Growth

100 North Senate Avenue
Room N749
Indianapolis, Indiana 46204

Michael R. Pence, Governor
Brandye Hendrickson,
Commissioner

External Audit <http://www.in.gov/indot/2846.htm>

Division of Economics, External Audit, and Performance Metrics

June 27, 2016

Re: Report on Review of Financial Prequalification submission **16-15-134**
For Fiscal Year Ending: December 31, 2015

Michael Farrell
United Consulting Engineers, Inc.
1625 North Post Road
Indianapolis, IN 46219

Dear Mr. Farrell:

External Audit has reviewed the Financial Prequalification submittal by United Consulting Engineers, Inc. for the fiscal year ending December 31, 2015. This notice is to report the results of the financial review. For further information regarding the overall Prequalification status of your firm, including technical requirements, please contact the Prequalification Section directly.

We reviewed an Indirect Cost Schedule and associated required documents for Financial Prequalification submitted for the CPA Audited Level as application #12945.

Per the Somerset CPAs report, the Indirect Cost Schedule was audited in accordance with generally accepted government auditing standards issued by the Comptroller General of the United States and 48 CFR Part 31, with an audited indirect cost rate of 177.02%, facilities capital cost of money rate of 0.93% and expressed the opinion that these rates present fairly, in all material respects, the direct labor, fringe benefits, and general overhead of United Consulting Engineers, Inc. for the period ending December 31, 2015.

Indiana Department of Transportation (INDOT) accepts the use of these rates for invoicing of services provided during the firm's fiscal period covered by this report, for contracts with or administered through the agency. Acceptance of these rates for this use does not constitute "establishment of a rate by a cognizant agency" for the purpose of applying the regulations published in Title 23 CFR Sect. 172.7. INDOT also accepts the use of these rates as provisional rates for estimating, negotiating and billing current contracts with or administered through the agency. This provisional rate acceptance expires June 30, 2017. Costs billed to contracts with federal participation are subject to audit for compliance with the cost principles contained in 48 CFR Part 31. With the financial prequalification accepted at the CPA Audited Level, this firm is **not** restricted to total annual billings of less than \$250,000.00 for a contract or contracts with or administered through INDOT.

Total wages and salaries (not including bonuses, profit share, company retirement contributions, or other unallowable forms of indirect compensation) were submitted as \$4,330,506 Direct and \$5,262,717 Indirect, for a total of \$9,593,223.

www.in.gov/dot/

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Indianapolis, Indiana 46204

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Brandye Hendrickson,
Commissioner

The audited financial submission for this firm documents the separation of direct and unallowable indirect vehicle operating cost, from allowable indirect vehicle operating costs. This firm may bill and be reimbursed for direct miles billed for contracted services in accordance with State statute and policy. The firm submitted an audited mileage rate of \$0.340.

Issues concerning the financial data submitted to the Agency and the allowable indirect cost rates accepted by External Audit are subject to the following procedures. All CPA workpapers used as the basis to establish an audited overhead rate must be made available to INDOT for review at a location of mutual agreement, as determined by INDOT and the consultant firm. The consultant firm named above is solely responsible for all costs billed by the firm's Independent CPA related to the review of the auditor's work papers by the agency. INDOT and American Council of Engineering Companies agreed to the implementation of a Dispute Resolution Procedure effective January 1, 2008. Firms wishing to dispute the indirect cost rates allowed by the agency may request a meeting with David Brewer, Manager of External Audit, (DBrewer1@INDOT.IN.GOV).

This letter is for internal use only and shall not be used for any other purpose. Occasionally, INDOT receives requests from other state transportation agencies to share the financial data for firms providing financial prequalification submissions to our agency, and we may respond to those requests. Firms offering "engineering and design services", as defined under 23 USC 112(b) (2) (A), who have submitted financial data for Prequalification with INDOT will receive a notification from External Audit summarizing any such data provided and identifying the agency and contact person receiving the information.

If you have any questions or concerns regarding your financial submission or the allowable indirect cost rate for your firm, you may contact External Audit directly.

Sincerely,

William Farley, Auditor
Phone: 317-232-0112
WFarley@INDOT.IN.GOV

cc: Chris Pope, United Consulting Engineers, Inc.
David E. Brewer, Manager of External Audit, INDOT
Karen Macdonald, Prequalification Engineer, INDOT
John Leming, Consultant Prequalification Analyst, INDOT

JUL 08 2016



INDIANA DEPARTMENT OF TRANSPORTATION

Driving Indiana's Economic Growth

100 North Senate Avenue
Room N725
Indianapolis, Indiana 46204

PHONE: (317) 232-5095
FAX: (317) 233-8862

Michael R. Pence, Governor
Brandye Hendrickson, Commissioner

June 28, 2016

Prequalification Section
(317) 232-5095

Chris Pope
United Consulting Engineers, Inc.
1625 North Post Road
Indianapolis, IN 46219

Re: Consultant Prequalification

Dear Chris Pope:

The Consultant Prequalification Financial Update Application submitted on 6/23/2016 has been reviewed by this office. Your firm has been prequalified to provide consulting services to the Indiana Department of Transportation (INDOT) in the work groups listed on the attached Work Type Certification, effective 06/27/2016. This approval supersedes any previous approval for prequalification, but is subject to revision or modification in accordance with the most current edition of the INDOT Consultant Prequalification Manual. Your Financial approval will expire on 06/30/2017. Your General/Technical approval will expire on 09/30/2017.

Your Firm's annual contracting capacity for the CPA Audit Level is \$19,186,446.00 for the fiscal period that ended on 12/31/2015. Your firm was approved for this financial level as notified separately by the External Audit Section. Your requested and approved financial level determines the firm's service limitations as stated in the INDOT Consultant Prequalification Manual. Consultant firms must submit their annual financial application within 180 calendar days of the end of each fiscal year.

You are required to submit a modification application in the event of any changes in firm ownership, firm address, form of business entity under which the firm operates, manpower significant enough to affect the firm's qualifications or capacity (or operations of laboratories, facilities, etc.), financial status (such as filing for bankruptcy), or any other change which affects an element INDOT considers when prequalifying a consultant. The Consultant must notify INDOT within 15 days of any change in the information provided in its Prequalification Application and to submit a modification application in a timely manner. Failure to submit a modification application within 30 days after the initial notification will result in the loss of the Consultants Prequalification Status.

Please contact Mr. John Leming, Consultant Prequalification Research Analyst at 317-234-4917 if you have any questions on this matter.

Respectfully,

Karen B. Macdonald, P.E.
Prequalification Engineer

cc: Prequalification File
External Audit

Prequalified Work Type Certification
Issued By
Indiana Department of Transportation

Date Printed: 06/28/2016

United Consulting Engineers, Inc.

Valid Work Groups

Effective: 06/27/2016

Expires on: 09/30/2017

Work Type Code	Work Type Description	Qualifying Person(s)
1.1	Systems Planning	Stettler, Devin L
2.1	Traffic Data Collection	Stettler, Devin L
2.2	Traffic Forecasting	Stettler, Devin L
3.1	Non-Complex Traffic Capacity and Operations Analysis	Richardson, Jeromy A
3.2	Complex Traffic Capacity and Operations Analysis	Richardson, Jeromy A
4.1	Traffic Safety Analysis	Richardson, Jeromy A
5.1	Environmental Document Preparation - EA/EIS	Stettler, Devin L
5.2	Environmental Document Preparation - CE	Stettler, Devin L
5.3	Environmental Document Preparation - Section 4(f)	Stettler, Devin L
5.4	Ecological Surveys	Oliphant, Michael S
5.6	Waterway Permits	Stettler, Devin L
6.1	Topographic Survey Data Collection	Coomes, Tim J Cox, James G
8.1	Non-Complex Roadway Design	Rowe, Michael A
8.2	Complex Roadway Design	Hammond, Christopher L Rowe, Michael A

Handwritten signature and date:
1/1/16

Work Type Code	Work Type Description	Qualifying Person(s)
9.1	Level 1 Bridge Design	Clodfelter, Jon E Pope, Christopher R
9.2	Level 2 Bridge Design	Clodfelter, Jon E Pope, Christopher R
10.1	Traffic Signal Design	Richardson, Jeromy A
10.3	Complex Roadway Sign Design	Rowe, Michael A
10.4	Lighting Design	Richardson, Jeromy A
11.1	Right of Way Plan Development	Betz, Joshua O Coomes, Tim J
12.1	Project Management for Acquisition Services	Stettler, Devin L
13.1	Construction Inspection	May, Stuart Pemberton, Rachelle
14.1	Regular Bridge Inspection	Post, Adam C
14.2	Complex Bridge Inspection	Post, Adam C
14.4	Small Structure and Miscellaneous Structure Inspections	Frederick, Brian S Post, Adam C
14.5	Bridge Load Capacity Rating & Other Bridge Analysis/Testing	Post, Adam C

cc: Prequalification File

An Equal Opportunity Employer


Karen B. Macdonald, P.E. 7-1-16
Prequalification Engineer

LPA – Consultant Contract Review Checklist

Version 02/05/15-LPA

Local Public Agency: The City of Westfield

Project Name: 186th and Springmill Road Des. No.: 1401707

Consultant Name: United Consulting

1. Review the contract document:
 - a. ☐ Verify that draft contract is consistent with the latest INDOT boilerplate.
 - b. ☐ Verify that the contract description, Des. number and scope of work is within the parameters described in the RFP advertisement and in SPMS.
 - c. ☐ Verify that the maximum compensation amount shown on page one matches the amount shown in Appendix D.
 - d. ☐ Verify that Section 23 of the draft contract includes proper addresses for the LPA and for the consultant.
 - e. ☐ Verify that the signature page contains the names and titles for either the Board of County Commissioners, City Board of Public Works and Safety or the Town Board, as appropriate.
2. ☐ Verify Appendix “C” of construction inspection contracts indicates the Final Construction Records is to be submitted within 45 days of the contractors last day of work.
3. ☐ Verify the Appendix “D” compensation method is appropriate for the scope of work.
 - a. Construction inspection services should be paid for on a negotiated hourly billing rate basis.
 - b. Other types of services may be paid for on a lump sum basis, cost plus fixed fee basis, unit price basis or negotiated billing rate basis.
 - c. Cost plus percent of cost compensation is not allowed on any consultant contracts.
 - d. See the INDOT Professional Services Contract Administration Manual for more information on the compensation methods. The manual is available at: <http://www.in.gov/indot/2733.htm>.
4. ☐ Verify the consultant has provided a copy of the lead consultant’s prequalification letter showing their approved overhead rate.
5. Verify the consultant has provided a fee proposal and the fee proposal includes the following:
 - a. ☐ Itemization of task elements with estimated hours by employee classification.
 - b. ☐ Cost calculations show the overhead rate and profit rate has been applied.

6. Analyze the Consultant Fee Proposal.

- a. ☐ Confirm the task elements are relevant to the scope of work.
- b. ☐ Confirm the profit rate does not exceed 15%. INDOT's profit rate guidelines are available at <http://www.in.gov/indot/2730.htm>. LPA's are not required to follow INDOT's practice; however, use of rates above 15% is not acceptable.
- c. ☐ Confirm the proposal does not exceed the Escalation Values for INDOT Consultant Contracts http://www.in.gov/indot/files/DBWI_ProposalsContracts_EscalationRates.pdf. INDOT uses the Bureau of Labor and Statistics Employment Cost Index (ECI) to determine appropriate escalation values. INDOT's guidelines are available at: <http://www.in.gov/indot/2730.htm>.
- d. ☐ Confirm the overhead rate used in the fee proposal is consistent with or lower than the rate shown in the consultant's prequalification letter.
- e. ☐ Confirm, to the extent possible, major task element and overall cost totals are not excessive.

7. If the contract is for Construction Inspection, is an Engineer's Assignment letter attached?

- a. ☐ Not Applicable
- b. ☐ Engineer's Assignment is attached.

ERC signature: _____ Date: _____

Construction Inspection NTE Calculation

Westfield

186th & Springmill

	PE/PS		Inspector								
WORK CATEGORIES	DEPARTMENT MANAGER	CONSTRUCTION MANAGER I	CONSTRUCTION MANAGER I (OT)	CONSTRUCTION MANAGER II	CONSTRUCTION MANAGER II (OT)						
Firm	United	United	United	United	United						
Pre-Construction Meeting	5	16		5							
* Full Time Construction Inspection (PE/PS only)	102	680	136	480	96						
Final Construction Record	18	240		180							
* Est Full Time Construction of 17 weeks											
Total Hours	125	936	136	665	96						
Hourly Rate	\$ 176.75	\$ 106.52	\$ 123.19	\$ 84.00	\$ 97.15						
Total Labor	\$ 22,093.75	\$ 99,702.72	\$ 16,753.84	\$ 55,860.00	\$ 9,326.40						\$ 203,736.71
Expenses											\$8,233.27
TOTAL											\$211,969.98

USE

Const Estimate

CE %

\$212,000

\$ 2,072,929.73

10.23%

DESCRIPTION OF DIRECT EXPENSE	QUANTITY	UNIT	PRICE	TOTAL	LABOR		
					United	\$203,736.71	100.0%
					Testing	\$0.00	0.0%
MILEAGE	8508.6	MILES	\$0.38	\$3,233.27		\$203,736.71	
PER DIEM EXPENSE	0	DAYS	\$26.00	\$0.00			
OVERNIGHT LODGING	0	NIGHTS	\$89.00	\$0.00			
PRINTING	0	SHEETS	\$0.10	\$0.00	United	\$7,233.27	87.9%
ESTIMATED DIRECT TESTING AND MISC. COSTS TESTING CONSULTANT	10	TRIPS	\$400.00	\$4,000.00	Testing	\$1,000.00	12.1%
ESTIMATED SPECIAL EQUIPMENT (LWD Gauge per day)	10	DAYS	\$100.00	\$1,000.00		\$8,233.27	
TOTAL DIRECT COST ESTIMATE				\$8,233.27		TOTAL	
					United	\$210,969.98	99.5%
					Testing	\$1,000.00	0.5%
						\$211,969.98	

Mileage breakdown				
	weeks	days/week	miles/day	
Dept Mgr	17.0	0.1	58	98.6
PE/PS	17.0	5	58	4930
Assistant PE/PS	12.0	5	58	3480
* 24 miles each way from office to jobsite plus 10 miles/day jobsite assumed - Total 58 miles/day				
TOTAL				8508.6

United Consulting

Negotiated Hourly Billing Rate Calculation

January 16, 2017

Classification		Pay Rates	Current INDOT Overhead Rate	Fixed Fee Percentage	Facilities Capital Cost of Money	Hourly Billing Rates
		2017	177.02%	15.00%	0.93%	2017
1	Principal	\$ -	\$ -	\$ -	\$ -	\$ -
2	Department Manager	\$ 55.32	\$ 97.93	\$ 22.99	\$ 0.51	\$ 176.75
3	Team Leader	\$ -	\$ -	\$ -	\$ -	\$ -
4	Senior Project Manager	\$ -	\$ -	\$ -	\$ -	\$ -
	OT					\$ -
5	Project Manager	\$ -	\$ -	\$ -	\$ -	\$ -
	OT					\$ -
6	Project Engineer	\$ -	\$ -	\$ -	\$ -	\$ -
7	Design Engineer	\$ -	\$ -	\$ -	\$ -	\$ -
8	CADD Designer	\$ -	\$ -	\$ -	\$ -	\$ -
9	Construction Manager I	\$ 33.34	\$ 59.02	\$ 13.85	\$ 0.31	\$ 106.52
	OT					\$ 123.19
10	Construction Manager II	\$ 26.29	\$ 46.54	\$ 10.92	\$ 0.24	\$ 84.00
	OT					\$ 97.15
11	Survey Professional	\$ -	\$ -	\$ -	\$ -	\$ -
12	Survey Crew Chief	\$ -	\$ -	\$ -	\$ -	\$ -
13	Survey / Data Technician	\$ -	\$ -	\$ -	\$ -	\$ -
14	Environmental Specialist	\$ -	\$ -	\$ -	\$ -	\$ -
15	Accounting	\$ -	\$ -	\$ -	\$ -	\$ -
16	Administration	\$ -	\$ -	\$ -	\$ -	\$ -

United Consulting

Weighted Hourly Rates

		Percent Work by Year	
Classification		2017	Weighted Hourly Rate
		100%	100%
1	Principal	\$ -	\$ -
2	Department Manager	\$ 176.75	\$ 176.75
3	Team Leader	\$ -	\$ -
4	Senior Project Manager	\$ -	\$ -
	OT	\$ -	\$ -
1	Project Manager	\$ -	\$ -
	OT	\$ -	\$ -
2	Engineer	\$ -	\$ -
3	Design Engineer	\$ -	\$ -
4	CADD Designer	\$ -	\$ -
5	Construction Manager I	\$ 106.52	\$ 106.52
	OT	\$ 123.19	\$ 123.19
6	Construction Manager II	\$ 84.00	\$ 84.00
	OT	\$ 97.15	\$ 97.15
7	Survey Professional	\$ -	\$ -
8	Survey Crew Chief	\$ -	\$ -
9	Survey Technician	\$ -	\$ -
10	Environmental Specialist	\$ -	\$ -
11	Accounting	\$ -	\$ -

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____, 2017 ("Effective Date") by and between City of Westfield, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and United Consulting ("the CONSULTANT"), [an individual residing in the State of Indiana] [a corporation/limited liability company organized under the laws of the State of Indiana].

Des. No.: 1401707

Project Description: 186th Street and Springmill Road

RECITALS

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

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

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

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

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

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

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

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

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be 23 Weeks. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$ 212,000.00.**

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

SECTION VI GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

7. **Compliance with Laws.**

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

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

9. Confidentiality of LPA Information.

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

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

11. DBE Requirements.

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

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

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

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

12. Non-Discrimination.

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

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

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

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

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

13. Disputes.

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

14. Drug-Free Workplace Certification.

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

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

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

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

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

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

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

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

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

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

I. Professional Liability Insurance

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

II. Commercial General Liability Insurance

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

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

III. Automobile Liability

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

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

IV. Watercraft Liability (When Applicable)

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

V. Aircraft Liability (When Applicable)

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

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

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

Notices to the LPA shall be sent to:

Mr. Gary Pence, PE
Senior Project Manager
2706 East 171st Street
Westfield, IN 46074

Notices to the CONSULTANT shall be sent to:

Dave Richter, PE, PLS, President
United Consulting
1625 North Post Road
Indianapolis, IN 46219

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

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

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

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

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

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

Mr. Gary Pence, PE
Senior Project Manager
2706 East 171st Street
Westfield, IN 46074

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

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

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

34. Termination for Convenience.

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

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

35. Termination for Default.

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

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

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Non-Collusion

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

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

CONSULTANT**LOCAL PUBLIC AGENCY**

Signature

Dave Richter, President
(Print or type name and title)

Signature

William E. Hall, Vice-President
(Print or type name and title)

Signature

Kate Snedeker
(Print or type name and title)

Signature

Randell Graham
(Print or type name and title)

Signature

J. Andrew Cook
(Print or type name and title)

Signature

Cindy Gossard, Clerk
(Print or type name and title)

Signature

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

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

The CONSULTANT shall be responsible for performing the following activities:

A. Personnel

For the fulfillment of all services outlined in Section B below, the CONSULTANT will provide a full-time Resident Project Representative, Inspectors, Engineering Support, Clerical, and Accounting personnel as required.

The qualifications of personnel provided by the CONSULTANT are subject to approval by the LPA and INDOT.

The Resident Project Representative will take direction from and report to the INDOT Area Engineer and the LPA's Project Coordinator on all matters concerning contract compliance and administration.

B. Description of Services

1. Review the Contractor's construction schedule and provide the LPA with documentation concerning acceptability.
2. Review Contract documents, verify existing site conditions, attend any pre-construction conferences, organize progress meetings, and any other job conferences as required and provide a written record of the meeting minutes.
3. Serve as the project liaison by working principally through the Contractor's field Superintendent or other designated authority. Any deviation from the plans or specifications will be reported to the appropriate LPA or INDOT representative.
4. Obtain from the Contractor a list of proposed suppliers and sub-contractors and obtain sufficient information for the proper execution of work.
5. Furnish all equipment necessary to sample and test materials in accordance with the frequency of sampling requirements.
6. Obtain field samples of materials as required and deliver them to the appropriate laboratory or testing facility.
7. Shop and Falsework Drawings:
 - a. Document submittals and check for completeness, then forward to the proper personnel for review and approval. Forward approved documents and maintain copies within the contract file.
 - b. Check construction for compliance with the approved drawings and specifications and alert the Contractor of materials or equipment which are not approved for their intended use. Advise the LPA or INDOT when submissions will not be approved or when it is necessary to disapprove work.
8. Review of Work, Inspection and Tests:
 - a. Conduct on-site inspections of the work for conformance with plans and specifications
 - b. Provide the necessary testing of materials as prescribed by the frequency of testing manual.
 - c. Accompany authorized visitors to the project and provide a detailed report of the site visits.
9. Collaborate with the Engineer of Record with suggestions for modifications to the project drawings and/or specifications.
10. Records:
 - a. Prepare and maintain at the jobsite orderly files of all relevant project documentation including a diary recording all pertinent project information.

- b. Maintain a set of record as-built drawings and prepare the appropriate information necessary to complete a Final Construction Record.
- 11. Furnish as required, all reports associated with the execution of the project work.
- 12. Prepare and submit for processing, periodic progress estimates related to payment with the Contactor.
- 13. The CONSULTANT representatives will regulate their work week to generally conform to the Contractor's hours.
- 14. The Contractor shall be responsible for all safety on the project in accordance with INDOT Standard Specification 103.07. The CONSULTANT shall not be responsible for supervising, directing or controlling the work of the Contractor or their sub-contractors.
- 15. Changes to the project:
 - a. Review the claim and compare with all approved contract documents
 - b. Determine the validity of the claim
 - c. Determine the work elements and costs associated with the claim
 - d. Review all supporting documentation necessary to perform the changes
 - e. Determine cost and schedule impacts and method of payment
 - f. Determine impacts of change to project funding limitations
 - g. Submit to INDOT Area Engineer, LPA Representative and Designer of Record
 - h. Receive documented approval from INDOT, LPA, and Designer of Record
 - i. Input approved Change Order into Site Manager
 - j. Any approved changes to the project that impact the total project cost or extend the project schedule shall be considered a substantial change to the scope of work in accordance with Section 6 of this LPA-Consulting Contract

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.
2. Standard Specifications and standard drawings applicable to the project
3. All written views pertinent to the location and environmental studies that are received by INDOT
4. Traffic assignments, Traffic Signal Warrants (New Signal), Traffic Lighting Warrants (New Lighting)
5. Necessary permit forms and permit processing (US Army Corps of Engineers, US Coast Guard, and/or Indiana Department of Natural Resources)
6. Available data from the transportation planning process
7. Utility plans available to INDOT covering utility facilities govern the location of signals and underground conduits throughout the affected areas
8. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
9. Aerial Survey information
10. Geotechnical investigations, if applicable

APPENDIX "C"

SCHEDULE:

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

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

The CONSULTANT will be prepared to begin the work under this Agreement within five (5) days after a letter of notification to proceed is received from the Local Public Agency. The CONSULTANT shall complete and deliver the final construction record and final estimate to the Greenfield District Office of INDOT within forty-five (45) calendar days after the contractor's last day of work or receipt of all necessary paperwork from the Contractor, whichever is later.

The Inspection budget was based on the following project schedule:

INDOT Contract Letting Date: July 12, 2017

Start of construction on or after August 2, 2017

Substantial completion date of October 16, 2017

Final completion date of November 30, 2017

Should these schedule dates be reduced or increased or additional man-hours be required, the contract shall be modified accordingly.

The CONSULTANT will be prepared to begin the work under this agreement within five (5) days after letter of notification to proceed is received from the LPA. The CONSULTANT shall conform to the below listed items:

- 1) Pre-construction minutes written and distributed for concurrence, five (5) days after the pre-construction meeting is held.
- 2) Amended Final Construction Record as necessary to meet requirements of the Tree Plantings and Notice of Termination to District Construction Director within ten (10) days of Planting acceptance or Notice of Termination filing.

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

1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed **\$212,000.00**, unless a supplement is executed by the parties which increases the maximum amount payable.
2. The CONSULTANT will be paid for the actual hours of work performed exclusively on this Contract in accordance with the negotiated hourly billing rates per classification:

United Consulting Hourly Rates

Classification	2017	2018
Department Manager	\$ 176.75	\$ 183.82
Construction Manager I	\$ 106.52	\$ 110.78
OT	\$ 123.19	\$ 128.12
Construction Manager II	\$ 84.00	\$ 87.36
OT	\$ 97.15	\$ 101.04

3. For those services by the CONSULTANT, the CONSULTANT will be reimbursed the direct non-salary costs (the actual costs of such out-of-pocket expenses directly attributable to the Contract such as fares, subsistence, mileage, long distance calls, equipment rentals, reproductions, etc.) as approved by INDOT. The direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current State of Indiana policy on travel reimbursement.
4. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such claim

voucher shall be subject to approval as reasonable by the LPA prior to any reimbursement thereof.

5. It is the policy of INDOT that Project Representatives and/or Inspectors be on the construction site whenever the Contractor is engaged in any activity requiring inspection or testing concurrent with the construction or activity. In order for the Contractor to comply with the Contract Plans and Specifications and complete the work within the time required, it is often necessary for the Contractor to work more than an 8-hour day and more than a 5-day week. This in turn may require the Resident Project Representative and Inspectors to work over 40 hours per week. The CONSULTANT shall not bill for overtime for any individual until 40 hours have been worked on the Contract for the week by that individual. Holiday hours not worked on the Contract do not apply to the 40 hour week total.
6. The actual amount payable shall be determined in accordance with a final audit by INDOT's Division of Cost Accounting and Audits.

B. Method of Payment

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

Consultant Services Coordinator
INDOT – Greenfield District
32 South Broadway
Greenfield, Indiana 46140

2. The claim vouchers shall represent the value to the LPA of the partially completed work as of the date of the claim voucher. When submitting claim vouchers to the LPA, the CONSULTANT shall furnish a copy of records showing the individuals who worked on this Contract during the month, their classification, the number of hours worked since the last claim voucher was submitted and the hourly rate.

3. If the LPA does not agree with the amount claimed by the CONSULTANT on a claim voucher, the LPA will send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT's address on page 2 of this Contract or the CONSULTANT's last known address.

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

Agreement Amount \$460,381.68 Des No. 1400864
Agreement Type Standard Project No. 7680867
Work Description Towne Rd. Widening Relocation Road Towne Rd.
County Hamilton

THIS AGREEMENT, made and entered into this _____ day of _____

20____, by and between Duke Energy Indiana, LLC

1000 E. Main Street

Plainfield, IN 46168

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

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

WITNESSETH:

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

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

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

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

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

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

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

SECTION I - DESCRIPTION OF WORK AND ITEMIZED COST ESTIMATE

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

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

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

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

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

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

SECTION II - WORK COMMENCEMENT

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

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

SECTION III - SUBORDINATION OF RIGHTS

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

SECTION IV - MATERIAL ALTERATIONS DUE TO CHANGED AND UNFORESEEN CIRCUMSTANCES

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

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

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

SECTION V - STANDARD PAYMENT METHOD / PROGRESS BILLING

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

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

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

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

SECTION VI – LUMP SUM PAYMENT METHOD

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

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

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

SECTION VII - FINAL BILL

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

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

SECTION VIII - RECORDS

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

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

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

SECTION IX - DISCRIMINATION

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

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

SECTION X - GENERAL LIABILITY PROVISIONS

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

SECTION XI - INCORPORATION OF THE UTILITY POLICY GUIDE

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

SECTION XII - PENALTIES/INTEREST/ATTORNEY'S FEES

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

SECTION XIII - GOVERNING LAWS

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

SECTION XIV - BINDING UPON SUCCESSORS OR ASSIGNS

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

SECTION XV - NON-COLLUSION AFFIDAVIT

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

SECTION XVI - MAINTAINING A DRUG-FREE WORKPLACE

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

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

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

Utility and its subcontractors, if any, from doing business with the State and the Local Public Agency for up to three (3) years.

SECTION XVII – BUY AMERICA CERTIFICATION

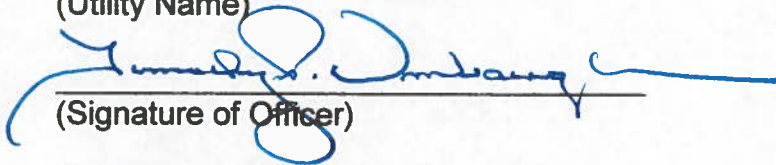
The Utility agrees that all steel and cast iron materials and products to be used under this agreement will be produced and manufactured in the United States of America pursuant to the requirements of Indiana Code 5-16-8-1, et al. and 23 CFR 635.410.

The remainder of this page is intentionally left blank.

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

THE UTILITY:

DUKE ENERGY INDIANA, LLC
(Utility Name)


(Signature of Officer)

Timothy P. Umbaugh
(Officer's Name, Printed or Typed)

Manager – Distribution Design Indiana
(Officer's Position)

ACKNOWLEDGEMENT

State of _____ County of _____ SS:

Before me, the undersigned Notary Public in and for said County and State, personally appeared _____
(Names and offices of signers of Utility)

(Name of Utility)

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

Witness my hand and seal the said last day.

My Commission Expires _____

(Signature)

(Seal)

(Printed or Typed) (Notary Public)

FOR:

City of Westfield
(Name of Local Public Agency)

BY:

(Typed or Printed Name)

(Typed or Printed Name)

(Typed or Printed Name)

ATTEST:

(Typed or Printed Name)

ACKNOWLEDGEMENT

State of Indiana, County of _____, SS:

Before me, the undersigned Notary Public in and for the County and State, personally
appeared _____
and acknowledged the execution of the foregoing contract on this ____ day of _____
20____.

My Commission Expires _____
(Signature)

(seal) (Printed or Typed) (Notary Public)

This document prepared by: _____



Board of Works

Andy Cook
Randy Graham
Kate Snedeker

Clerk Treasurer

Cindy J. Gossard

Public Works Department

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

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

Memorandum

To: Westfield Board of Public Works & Safety

Date: February 22, 2017

Re: Public Works Project Report

Memo to Board Members

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

Westfield Public Works Executive Summary Progress Report

Street Maintenance

Pothole patrol is ongoing. Additionally, our efforts have been focused on street sweeping, shoulder repair, and dead tree removal. 25+ trees have been removed from various locations around the City.

Park Maintenance

Maintenance staff has been assisting with street maintenance activities.

Notable changes since 01/25/17

1. Mill Street Extension

Mill Street is open to traffic. The pedestrian safety rail (hand rail) has been installed. All other construction activities will commence in the spring.

2. Westfield Boulevard Extension (West Access Rd.)

This is a new roadway project, which runs from Westfield Blvd., under US 31 and terminates at a new roundabout on 151st. The bid was awarded to Millennium Contractors. Mass earthwork has begun and will continue throughout the winter.

3. Ditch Road Extension

This project is the construction of a new roadway, which extends Ditch Rd. from SR32 north and culminates with a roundabout connection at the 18100 block of Casey Rd. Construction has begun and will continue through November of 2017.

4. 186th and Spring Mill Roundabout

This is a federally funded intersection improvement project located at the intersection of 186th and Spring Mill Rd. Project letting is anticipated for July with construction beginning in August.

5. Monon 7

This is a trail connection project that extends the Monon trail from 191st to 216th. This is the final piece of trail that will connect Westfield to Sheridan. Construction is expected to begin in fall of 2017.

Other Notable Projects

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

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

2. Westfield Boulevard Connector (South Poplar Extension)

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

3. Monon 5

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

Public Works Department

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

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