



CITY OF WESTFIELD, IN
Board of Public Works_Meeting_Agenda_11_13_2019

Wednesday, November 13, 2019 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, November 13, 2019 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:

Approval of Minutes from October 23, 2019

Documents: [October 23, 2019 Minutes](#)

Bid Approval

NONE

Construction Standards & Specifications Changes

NONE

Change Orders

NONE

Contracts/Agreements

Action Item #2:

Amendment - East Street North Extension Professional Engineering Contract

Documents: [Amendment Owner-Engineer Agreement](#)

Action Item #3:

Birdie's Entertainment Joint Use Maintenance Agreement

Action Item #4:

Northpoint Lot 2 Road Impact Fee Installment Agreement

Documents: [Road Impact Fee Installment Agreement](#)

Action Item #5:

196th & Grassy Branch Improvements - Contract Supplement

Documents: [Contract Supplement #1](#)

Agreements and/or Memorandum of Understanding (MOU)

NONE

Permit Approval

Action Item #6:

Encroachment Permit Application - Duke Energy - 1839 W. 166th Street

Documents: [Encroachment Application](#) | [Duke Encroachment App 730 East Street](#)

Consent Agenda

November Bond Information

Documents: [Bond Information - November](#)

Department Reports

Fire

Documents: [WFD October Report](#)

Police

Public Works

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY October 23, 2019

The Westfield Board of Public Works and Safety met on October 23, 2019 at the Westfield Public Works Conference Room. Present were Randy Graham, Kate Snedeker, Kim Strang Records Manager, and Brian Zaiger legal counsel.

Randy Graham called the meeting to order at 1:00 PM

AGENDA ITEMS:

Action Item #1: Meeting Minutes Consideration for Approval:

Randy Graham made the motion to approve the September 25, 2019 meeting minutes as presented. Kate Snedeker seconded. Vote: Yes-2; No-0. Motion carried.

CONTRACTS/AGREEMENTS

Action Item #2: 161st St & Oak Road RAB-City of Westfield & INDOT-LPA Contract

Johnathon Nail presented stating this is a standard INDOT contract stating the city will design and construct the project and will be reimbursed 80% of cost.

Kate Snedeker made the motion to approve the contract as presented.

Randy Graham seconded. Vote: Yes-2; No-0. Motion carried.

Action Item #3: 161st Street & Union RAB-City of Westfield & INDOT-LPA Contract

Johnathon Nail presented stating this contract is like the previous one (Action Item #2).

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

Action Item #4: City of Westfield-US 31 Corridor-Invasive Species Management-Year 2020 Maintenance Services

Jeremy Lollar presented stating per our agreement with INDOT, the city maintains this area which we currently have a service agreement with Brightview to handle. This area needs additional services that the City feels that Williams Creek can take care of more thoroughly. The scope of services will be removed from Brightview and performed by Williams Creek. No additional monies are involved.

Randy Graham made the motion to approve Action item #4. Kate Snedeker seconded. Vote: Yes-2; No-0. Motion carried

Action Item #5: City of Westfield-Woodmont Land Company-RIF Installment Agreement

Continued

Action Item# 6: City of Westfield-Midland Atlantic Development Co & EdgeRock RIF Credit Agreement

Jeremy Lollar presented stating this is a third-party agreement. EdgeRock has partially developed and received RIF for a portion of an access road. Midland Atlantic Development desires to assume certain portions of EdgeRock's responsibilities under the original agreement. EdgeRock will relinquish their claim to RIF (once project is completed) associated with the portion done by Midland Atlantic.

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

Action Item #7: 196th Street & Grassy Branch Improvements-Signing Authority

Johnathon Nail presented stating this gives Jeremy Lollar the signing authority on the preliminary engineering services for 196th St. & Grassy Branch. The road improvement project is related to the added truck traffic for future Gordon Food Service coming to the area. Services not to exceed \$100,000.

Randy Graham made the motion to approve the signing authority. Kate Snedeker seconded.
Vote: Yes-2; No-0. Motion carried.

Action Item #8: Monon Trail Under 161st Street Professional Engineering Services Contract

Johnathon Nail presented stating why the project is needed, initial structure (2013 Phase 1) will be will rehabilitated and standards updated. The services from United Consulting will take the design process from start to finish and have a not to exceed amount of \$460,190.

Citizen Jennifer Gallaher had questions regarding the project.

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

Action Item #9: Westfield Boulevard Connector Professional Engineering Supplement #3

Johnathon Nail presented stating this is a revision of the original contract and this supplement (\$19,900 additional) would cover revised plans, including pond design, landscape, avoidance of building removal, and additional permitting.

Randy Graham made the motion to approve Supplement #3. Kate Snedeker seconded.
Vote: Yes-2; No-0. Motion carried.

Action Item #10: City of Westfield & Shelby Gravel-Second Development Agreement

Jeremy Lollar presented detailing the agreement with Shelby Gravel to resurface frontage area and the passing blister along SR32 & Mule Barn Road.

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

CHANGE ORDERS

Action Item #11: 151st & Towne Rd Intersection Improvement Project-Change Order #1

Michael Pearce presented stating the change order (\$5200) includes a shovel test excavation of 4.3 acres & processes of two archaeological sites including a full report of investigations.

Randy Graham made the motion to approve change order #1. Kate Snedeker seconded.
Vote: Yes-2; No-0. Motion carried

PERMIT APPROVAL

Action Item #12: Encroachment Permit Application-Frontier Communications, 161st Street Between Springmill & Ditch Roads

Adam Essex presented stating Frontier is applying for encroachment permit to replace five (5) poles on 161st Street between Spring Mil and Ditch Road.

Randy Graham made the motion to approve the Encroachment. Kate Snedeker seconded.
Vote: Yes-2; No-0. Motion carried.

Action Item #13: Encroachment Permit Application-Duke Energy-1839 W. 166th Street

Adam Essex presented stating Duke is requesting Encroachment permit to install five (5) NEW poles, remove and replace one (1) pole, and one (1) removal of conduit and replace.

Kate Snedeker voiced her concerns on if the neighbors impacted by the placement of the new poles have been notified. She voiced that she would like Duke to reach out to those impacted prior to approving the encroachment.

This item is continued to November meeting due to lack of having majority vote.

CONSENT AGENDA:

Quit Claim Deed-City of Westfield & Dahm No. 49, LLC

Quit Claim Deed-City of Westfield & West 32, LLC

Quit Claim Deed- City of Westfield & Edgerock Development

Quit Claim Deed-City of Westfield & ZPS Westfield, LLC

Burger King at Monon Crossing Road Impact Fee Payment Installment Agreement

October Information

Randy Graham made the motion to approve the consent agenda. Kate Snedeker seconded.
Vote: Yes-2; No-0. Motion carried.

DEPARTMENT REPORTS:

Fire- Rob Gaylor

Police- Chief Rush

Public Works- Jeremy Lollar

With no further business Randy Graham made the motion to adjourn. Kate Snedeker seconded.
The meeting was adjourned at 1:47 PM

Deputy Clerk-Treasurer

Board of Public Works and Safety

AMENDMENT TO OWNER-ENGINEER AGREEMENT

1. Background Data:

- a. Effective Date of Owner-Engineer Agreement: February 28, 2018
- b. Owner: City of Westfield
- c. Engineer: American Structurepoint, Inc.
- d. Project: East Street Extension from 196th Street to SR 38

2. Nature of Amendment

X Modifications to Services of Engineer

X Modifications to Payment to Engineer

3. Description of Modifications

Attachment 1, "Modifications"

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is October 22, 2019.

OWNER:

City of Westfield, Indiana

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____

Date Signed: _____

ENGINEER:

American Structurepoint, Inc.

By: *Cal E. Campbell*

Title: *Executive Vice President*

Date Signed: *10-22-19*

Modifications

1. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:

Appendix “A”, Section I. will be removed in its entirety and replaced with the following, with changes noted in bold:

I. Stormwater Detention Pond Design

1. **CONSULTANT will prepare construction plans for the one proposed stormwater detention pond located at the NE quadrant of East Street and 196th Street intersection that will include the following:**
 - a. **Grading and drainage plan for one detention basin**
 - b. **Erosion and sediment control plan and details**
 - c. **Detail sheet(s) as necessary to construct detention facility**
 - d. **Drainage and stormwater detention pond computations and summary report**
 - e. **Quantity computations for Opinion of Probably Construction Costs**
 - f. **Submittal to and coordination of approvals from:**
 - i) **Hamilton County Surveyor’s Office for:**
 - a. **Outlet Permit**
2. **CONSULTANT assumed the Owner will make all presentations for public hearings, as necessary. CONSULTANT will provide technical assistance as noted in the scope of services.**
3. **Wetlands or “waters of the US” assessment, delineation, mitigation, design, and submittal to US Army Corps of Engineers (Section 404) and IDEM (Section 401), or Indiana Department of Natural Resources (IDNR) Construction of a Floodway Permit are not included in this scope. If required, a separate fee and scope will be submitted for your approval.**

Appendix “A” Section O will be revised to read as follows, with changes noted in bold:

O. Excluded Design Services

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

1. Landscaping and streetscape design
2. Municipal utility infrastructure design, including sanitary sewer and water line facilities
3. Subsurface utility evaluation (SUE)
4. Lighting design
5. **INDOT Right-of-Way permitting at SR 38 (none anticipated for INDOT LPA project)**
6. Alternate bid pavement design and plan preparation

7. Hazardous waste mitigation if encountered on-site
8. Topographic survey services
9. Environmental services

Appendix "D" Section A.2 will be revised to read as follows, with changes noted in bold:

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

a. Project Coordination	\$19,200
b. Road Design and Plan Development	\$300,900
c. Traffic Design Services	\$33,500
d. Utility Coordination	\$15,500
e. Stakeholder Coordination	\$13,500
f. Hydraulic Analysis	\$6,300
g. Pavement Design	\$9,800
h. Stormwater Detention Pond Design	\$8,500
i. Rule 5 Permit	\$6,000

ROAD IMPACT FEE INSTALLMENT AGREEMENT

Cross Referenced to Instrument No. 2017-063934

BCNP, LLC (the "Property Owner") make the following commitments (the "Commitments") to the City of Westfield, Hamilton County, Indiana ("City") regarding the installment payments for the Road Impact Fees properly assessed on Lot 2 of the following described real estate (the "Real Estate") located in Hamilton County, Indiana:

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

Address: 2101 Bastian Ct., Westfield, IN 46074

Parcel No: 08-06-19-00-02-002.000

Section 2. **Improvement Location Permit No.:** 19-C-016-826 (the "ILP").

Builder/Contractor: **The Peterson Company**

Section 3. **Statement of Terms:**

- A. As part of the development of the Real Estate, road impact fees are required to be paid to the City by the Applicant. In accordance with City Ordinance 12-13, the City assessed a road impact fee of **\$123,346** on October 18, 2019, attached hereto as Exhibit B (19-RIFA-09) (the "Assessed Road Impact Fee"), as part of the Applicant's filed ILP for the Real Estate.
- B. Pursuant to I.C. 36-7-4-1324 the City agrees to installment payments of the Assessed Road Impact Fees as set forth herein.
- C. Prior to the issuance of the ILP, the Applicant agrees to tender \$5,000.00 (Five-Thousand Dollars) or five percent (5%), whichever is greater.
- D. Pursuant to I.C. 36-7-4-1324 the City will charge three percent (3%) interest on an annual basis, only on the portion of the impact fee that is outstanding.
- E. Pursuant to I.C. 36-7-4-1324 the City may charge a ten percent (10%) penalty on any installment which is not paid by the payable due date set forth in Section F. This penalty will be assessed only to the installment amount which is overdue and is a one-time charge for that installment. Interest in the amount described in Section D may also be charged on the penalty amount in accordance with I.C. 36-7-4-1324.
- F. The Applicant agrees to make installment payments to the City for the remaining Assessed Road Impact Fee on or before the dates set forth below. The remaining amounts shall be due in equal payments beginning November 1, 2020, and every year thereafter, in accordance with the following:

Issuance of ILP:	\$6,167.30
November 1, 2020:	\$25,586.50
November 1, 2021:	\$25,586.50
November 1, 2022:	\$25,586.50
November 1, 2023:	\$25,586.50
November 1, 2024:	\$25,586.50
Total Road Impact Fee:	\$134,099.80

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

Section 4. **Binding on Successors and Assigns:**

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

Section 5. **Effective Date:**

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

Section 6. **Recording:**

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

Section 7. **Enforcement:**

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

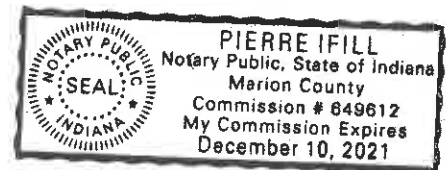
[Remainder of page intentionally left blank;
Signature page follows.]

BCNP, LLC (the "Property Owner")

By: [Signature]
Printed Name: Larry Siegler
Title: C.O.C.
Date: 10/28/19

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

[Signature]
SIGNATURE OF NOTARY PUBLIC



State of INDIANA, County of MARION, SS:

Subscribed and Sworn before me this 28th day of OCTOBER, 2019.

Printed Name of Notary Public PIERRE IFILL

My Commission Expires 12/10/21

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

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

**CITY OF WESTFIELD
BOARD OF PUBLIC WORKS & SAFETY**

J. Andrew Cook, Member

Kate Snedeker, Member

Randy Graham, Member

ATTEST:

Pat Leuteritz, Office Administrator

Exhibit A
Real Estate

SECONDARY PLAT FOR NORTHPOINT - PHASE I

PART OF SECTION 19, TOWNSHIP 19 NORTH, RANGE 4 EAST,
WASHINGTON TOWNSHIP, HAMILTON COUNTY, IN
WESTFIELD INDIANA

SEE SHEET 3

DOLY ENTERED FOR TAXATION
Subject to legal acceptance for transfer
on or before 12/31/2018
Filing Fee: \$10.00
Filing Fee: \$10.00

PLS SHIP TO

281786324 PLAT 808.05
12/28/2017 10:28:58R 9 PGS
Jennifer Hayden
200710M County Recorder IN
Recorded as Presented
200710M 01/04/2018

BLOCK A
33.227 ACRES±

BLOCK B
D.&U.E.
1.061 ACRES±

BLOCK C
D.&U.E.
1.110 ACRES±

LOT 1
12.265 ACRES±

LOT 2
6.113 ACRES±

BASTIAN COURT
50' PUBLIC RIGHT-OF-WAY

US HIGHWAY 31
PUBLIC RIGHT-OF-WAY

LEGEND:
L.A. R/W
A.D.A.U.E.
D.A.U.E.
U.A.U.E.
D
D

PREPARED BY LAND SURVEYOR:
MICHAEL J. SMITH
AMERICAN STRUCTUREPOINT, INC.
7280 SHAMBLAND STATION
INDIANAPOLIS, IN 46226
317-547-5580

BO PROPERTIES WESTFIELD, LLC
INSTR. NO. 2007065675

NOTE:
SEE SHEET 4 FOR LINE & CURVE
TABLE.

**AMERICAN
STRUCTUREPOINT
INC.**

7280 SHAMBLAND STATION
INDIANAPOLIS, IN 46226-2957
TEL 317 547 5580 FAX 317 543 0270
www.structurepoint.com

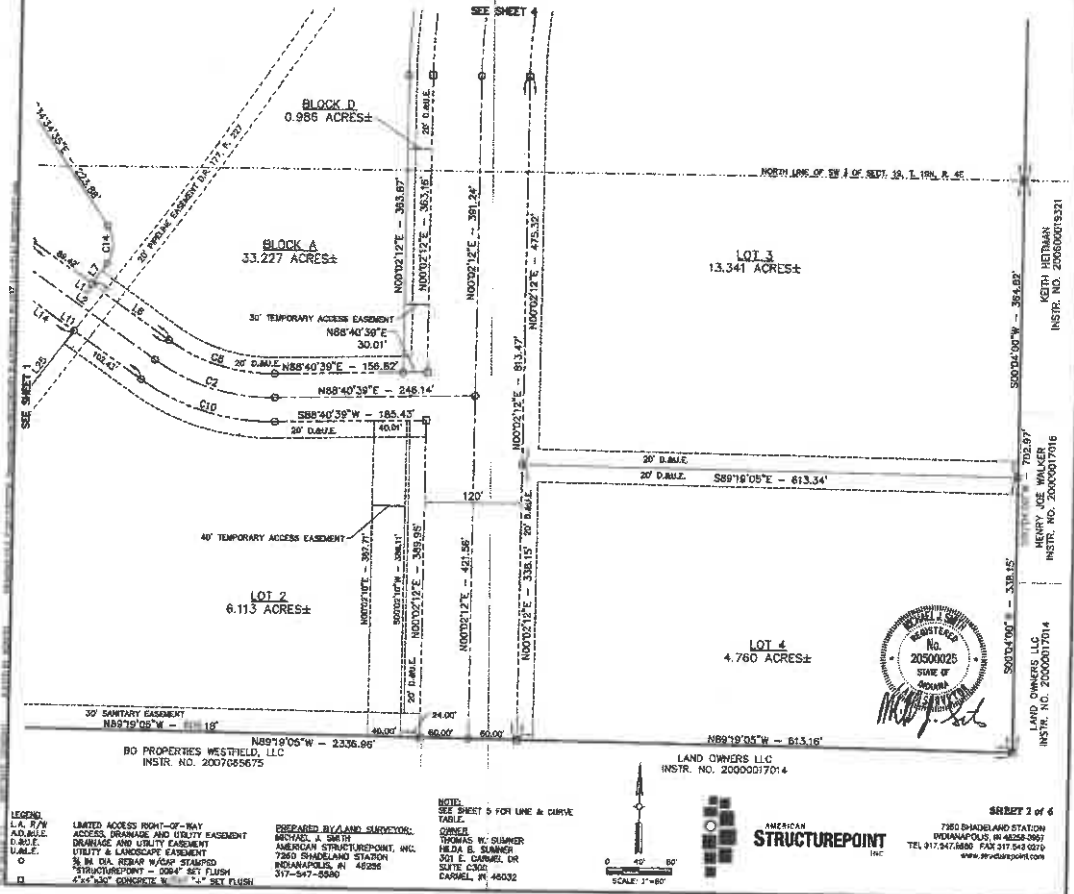
SHEET 1 of 6



MDJ

SECONDARY PLAT FOR NORTHPOINT - PHASE I

PART OF SECTION 19, TOWNSHIP 19 NORTH, RANGE 4 EAST,
WASHINGTON TOWNSHIP, HAMILTON COUNTY, IN
WESTFIELD INDIANA



LEGEND:
L.A. P/W
ADJ. E.
D.M.E.
U.M.E.
O

LIMITED ACCESS RIGHT-OF-WAY
ACCESS, DRAINAGE AND UTILITY EASEMENT
DRAINAGE AND UTILITY EASEMENT
UTILITY & LANDSCAPE EASEMENT
3/4" DIA. REBAR W/ CAP STAMPED
STRUCTUREPOINT - 024" SET FLUSH
4"x4"x30" CONCRETE SET FLUSH

PREPARED BY LAND SURVEYOR:
MICHAEL J. SMITH
AMERICAN STRUCTUREPOINT, INC.
7360 SHADLAND STATION
INDIANAPOLIS, IN 46256
317-547-5540

NOTE:
SEE SHEET 5 FOR LINE & CURVE
TABLE
OWNER:
THOMAS W. GUNNER
HEIDI E. GUNNER
301 E. CARMEL DR
SUITE C302
CARMEL, IN 46032



7360 SHADLAND STATION
INDIANAPOLIS, IN 46256-3607
TEL 317-547-5540 FAX 317-543-0270
www.structurepoint.com

SHEET 2 of 6

LAND OWNERS LLC
INSTR. NO. 2000017014
HENRY JOE WALKER
INSTR. NO. 2000017016
KETHI HETMAN
INSTR. NO. 2000019321

PART OF SECTION 19, TOWNSHIP 19 NORTH, RANGE 4 EAST,
WASHINGTON TOWNSHIP, HAMILTON COUNTY, IN
WESTFIELD INDIANA

NATALIA WILKINS TRUST
INSTR. NO. 2015007822

HAMILTON COUNTY
BOARD OF
COMMISSIONERS
INSTR. NO.
20100065969

4. JUDGE JES

7200 SHADELAND STATION
INDIANAPOLIS, IN 46250-2027
TEL 317.347.5500 FAX 317.343.9270
www.blucliffpoint.com

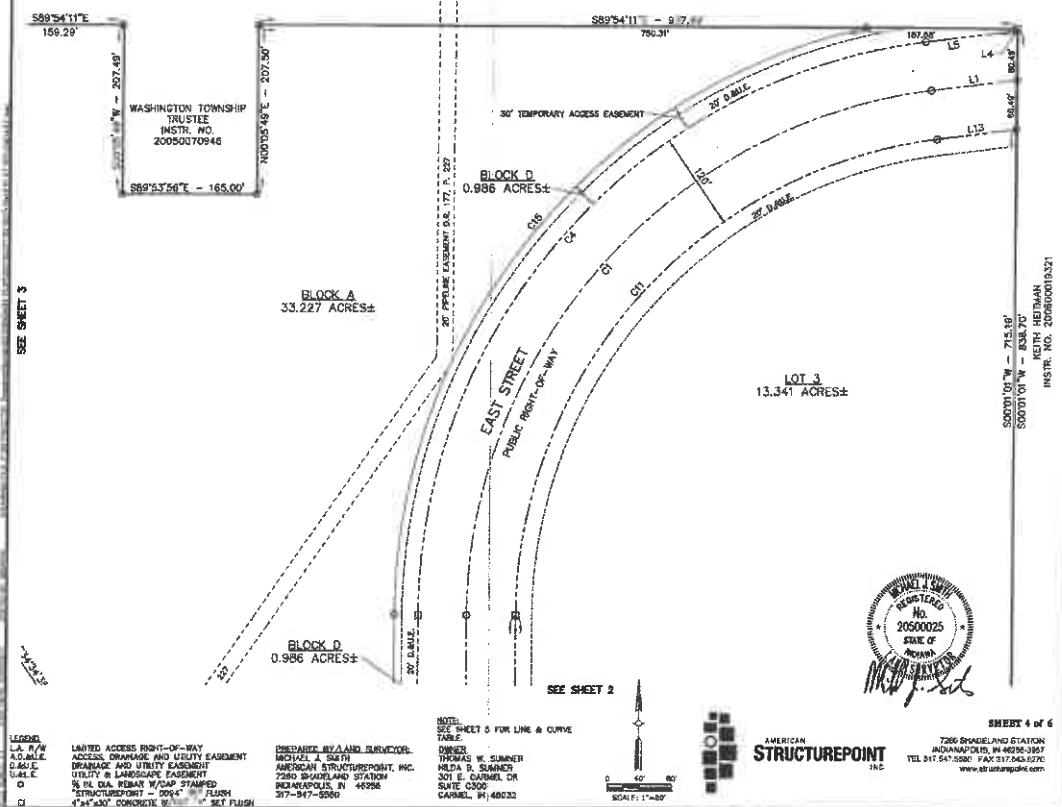
SHEET 3 of 6

SECONDARY PLAT FOR NORTHPOINT - PHASE I

PART OF SECTION 19, TOWNSHIP 19 NORTH, RANGE 4 EAST,
WASHINGTON TOWNSHIP, HAMILTON COUNTY, IN
WESTFIELD INDIANA

NATALIA WILKINS TRUST
INSTR. NO. 2015007822

STEPHENSON, VESSELY, & WILKINS
INSTR. NO. 2013048122



PART OF SECTION 19, TOWNSHIP 19 NORTH, RANGE 4 EAST,
WASHINGTON TOWNSHIP, HAMILTON COUNTY, IN
WESTFIELD INDIANA

7260 SHADELAND STATION
INDIANAPOLIS, IN 46256-3657
TEL 317.847.5580 FAX 317.847.6272
WWW.STRUCRESPOND.COM

Exhibit B

Assessed Road Impact Fee

ROAD IMPACT FEE ESTIMATE

Estimate Request #: 19-RIFA-09
 Assessment Date: 10/18/2019
 Calculations Performed by: Kevin Todd
 (I.C. 36-7-4-1321 and City Ordinance No. 12-13)

**Property Information:****Property Description:**

Parcel: 08-06-19-00-02-002.000
 Address: 2101 Bastian Court

Applicant:

Name: BCNP, LLC
 Address: 7132 Zionsville Road, Indianapolis, IN 46268
 Contact: lsiegler@peterson-property.com

Development Information:

Existing: Undeveloped
 Zoning: Northpoint PUD

Proposed:

80,741 square foot office/warehouse

Road Impact Fee Calculation:

In accordance with I.C. 36-7-4-1321 and the City's adopted impact fee ordinance, road impact fees are calculated based on the number of twenty-four-hour trips taken from the latest version of the *Trip Generation Manual*, a study published by the Institute of Transportation Engineers (the following were developed based on the guidelines set forth in the 10th Edition).

Land Use Code:	General Light Industry (110)		
Independent Variable:	80,741	Square Feet	
Weighted Trip Average:	4.96	per	1,000 Square Feet (average weekday 24-hour trip rate)

Trips:

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

Pass-by Trips:

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

Redevelopment:

If this development includes the demolition of an existing structure (e.g., redevelopment, relocation), then the calculation below takes into consideration the appropriate credits that may be eligible for this development, based on the demolition of the existing structure.

Calculation:

	Square Feet	Variable	Trip Average		
Trips:	80,741	/ 1,000	x 4.96	=	400.48 24-hour trips
Pass-by Trips:	Average pass-by trip percentage:		0%		pass-by trip reduction %
					0.00 pass-by trips
Credits:	No structure demolition is proposed				0.00 structure demolition credits
			Total net trips:		400.48 24-hour trips

Road Impact Fee: \$ 308 per trip (effective 01/01/2019 through 12/31/2019)

Road Impact Fee Assessment:						Road Impact Fee Due:
24-hour trips	fee per trip	road impact fee	pass-by trip discount	redevelopment credits		
400.48	x \$ 308	= \$ 123,346	- 0.00	- 0.00	=	\$ 123,346

X

This is being provided as an assessment of the road impact fees due for the development. Road impact fees are due by the applicant upon the City's issuance of an improvement location permit for this development. Please provide a copy of this assessment with any Improvement Location Permit application made with the City regarding this property.

This is being provided as an estimate for informational purposes only at the request of the applicant and is not binding upon the applicant or the City. The actual assessment of road impact fees for this development is subject to change.



**City of Westfield Fire Department
Board of Public Works & Safety Report
2019 October
Report**

Contact: Fire Chief

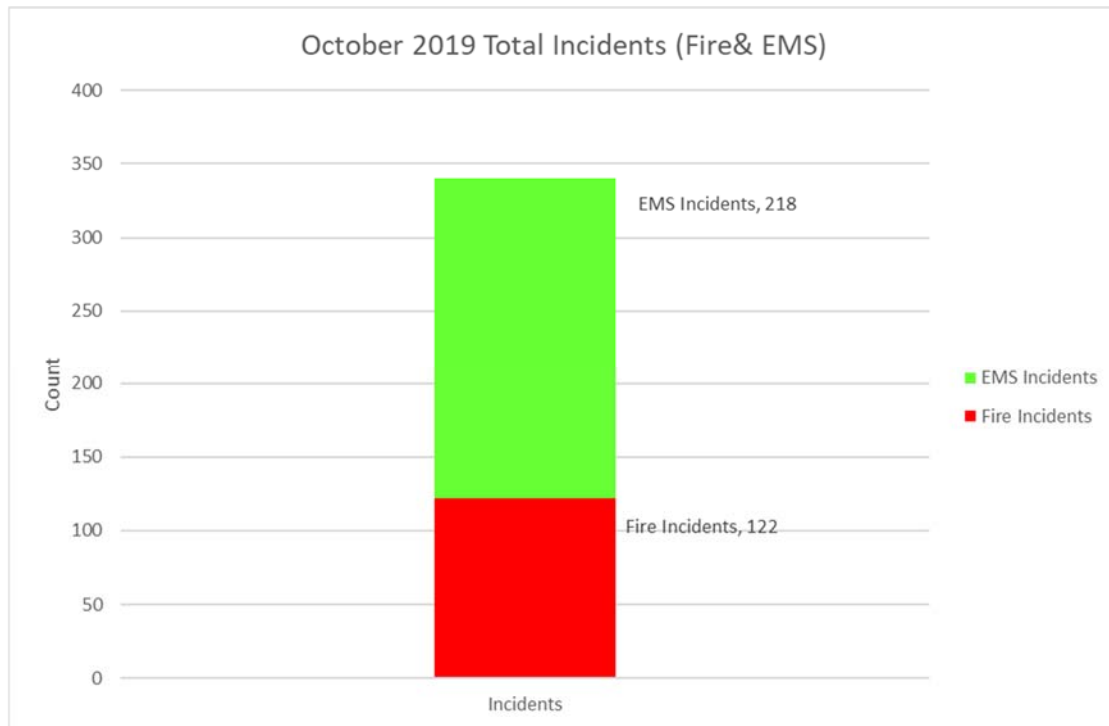
Marcus Reed

Or Nikki Hartman



Westfield Fire Department 2019 October Incident Statistics

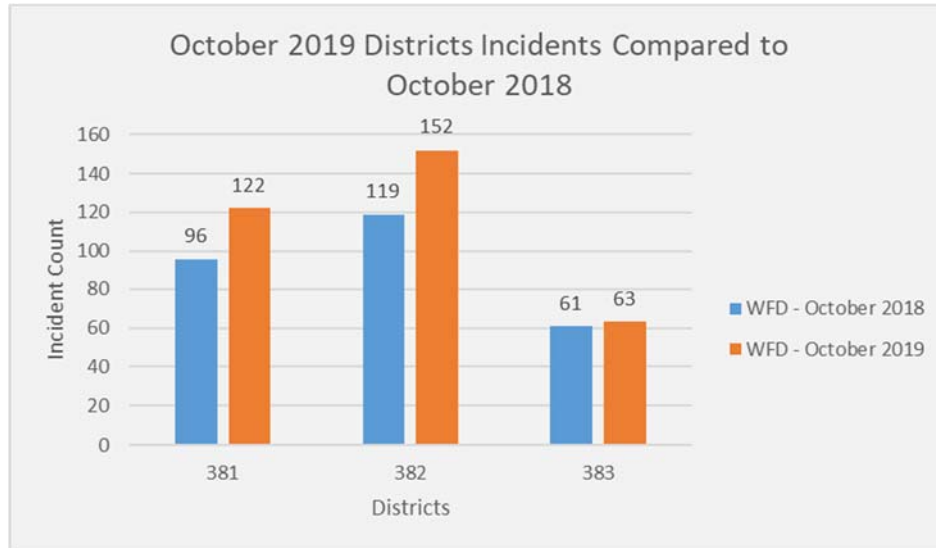
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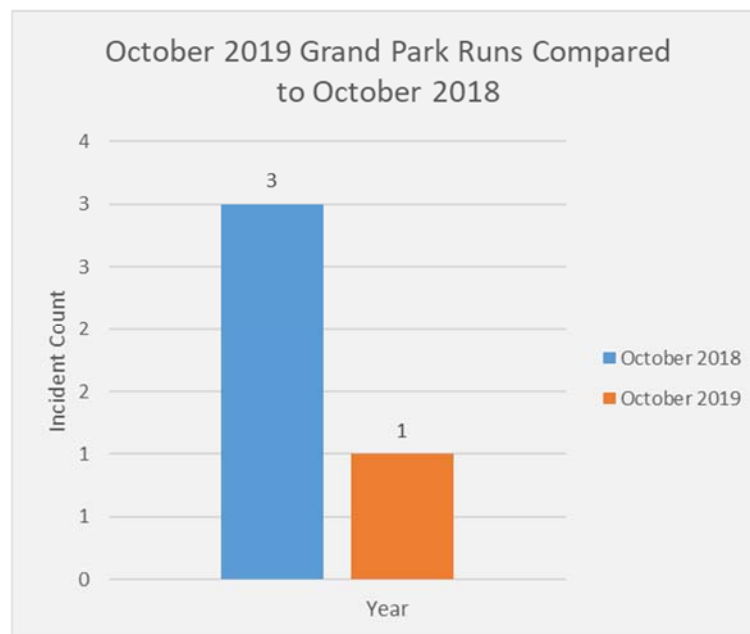
Incident Type	Incident Count	% of total Incident
Fire Incidents	122	36%
EMS Incidents	218	64%
Total Incidents	340	



Westfield Fire Department 2019 October Incident Statistics



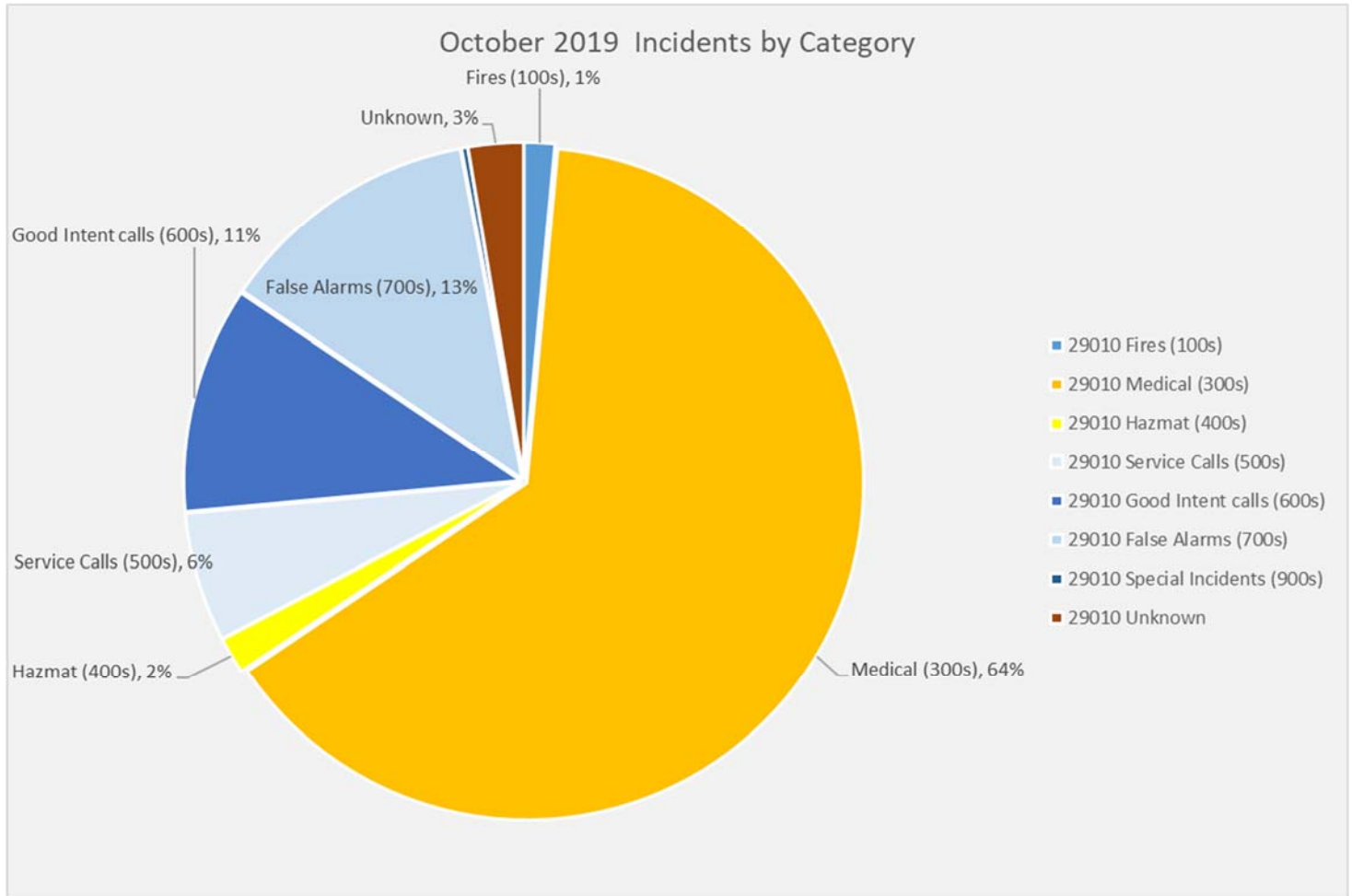
Districts	October 2018	October 2019	Increase/decrease	% increase/decrease
381	96	122	26	27%
382	119	152	33	28%
383	61	63	2	3%



October 2018 Incident Calls	October 2019 Incident Calls	Change	% Change
3	1	-2	-67%



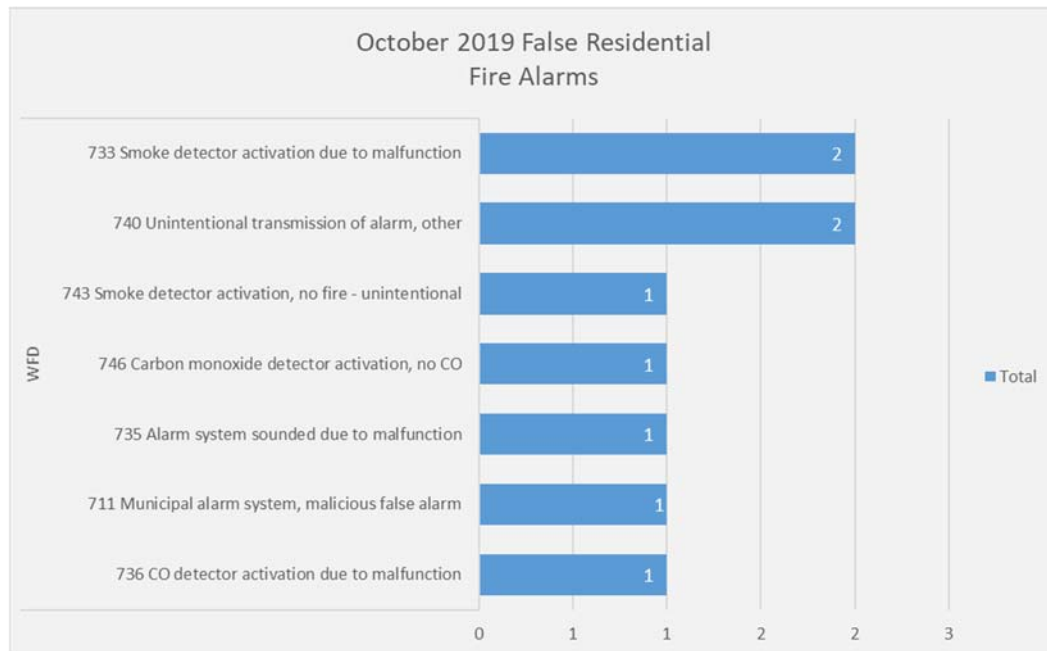
Westfield Fire Department 2019 October Incident Statistics



Call Type	Incident Count	% of total calls
Medical	218	64.12%
Good Intent	37	10.88%
Service Calls	21	6.18%
False Alarm	43	12.65%
Hazmat	6	1.76%
Fires	5	1.47%
OverPressure	0	0.00%
Special Incidents	1	0.29%
Unknown	9	2.65%
Total	340	

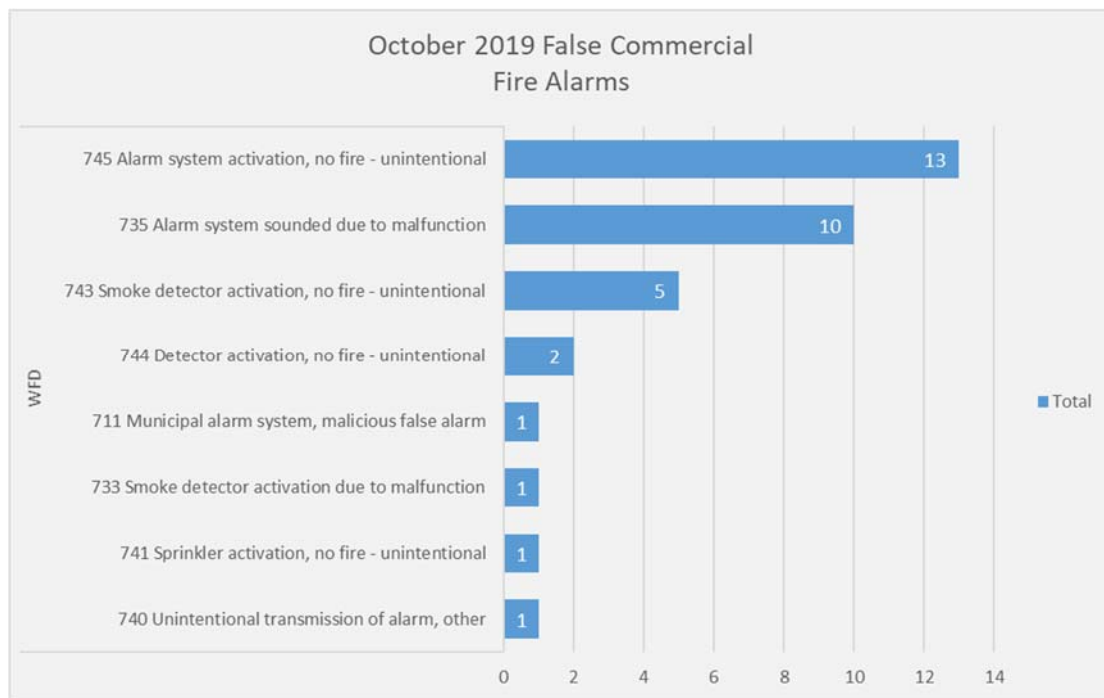


Westfield Fire Department 2019 October Incident Statistics False Residential Fire Alarm Calls



9 Residential Alarms

False Commercial Fire Alarm Calls

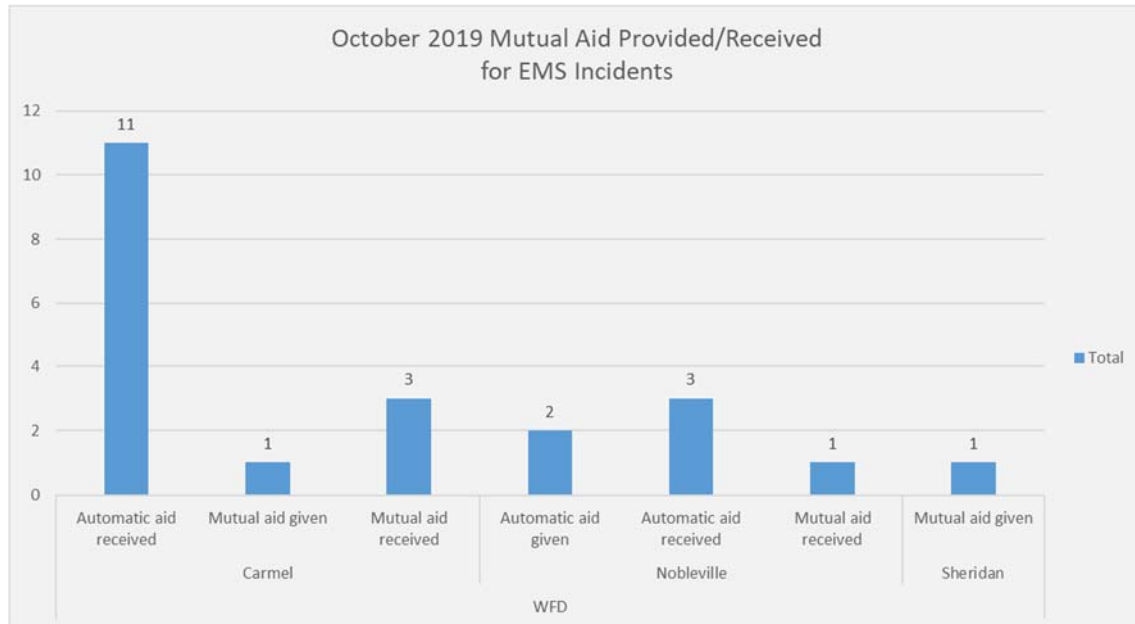


34 Commercial False Alarms



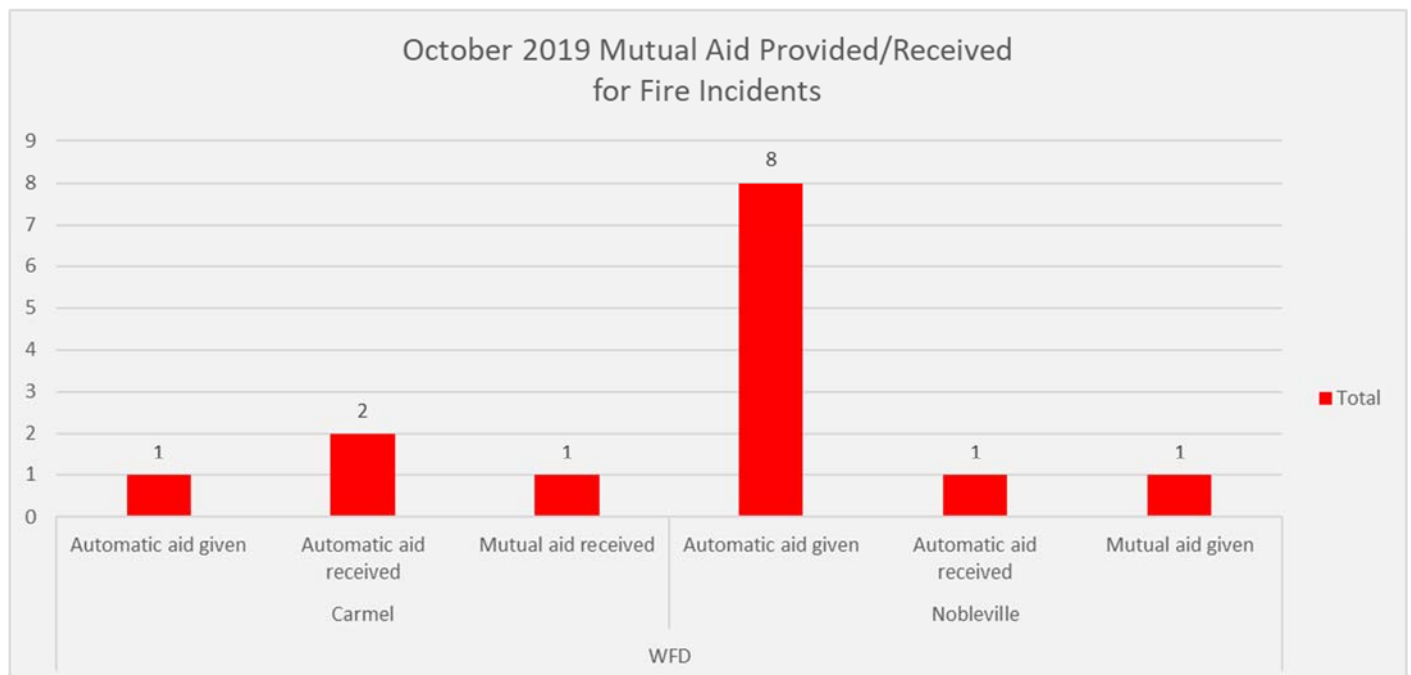
Westfield Fire Department 2019 October Incident Statistics

Mutual Aid data
EMS



Total 22

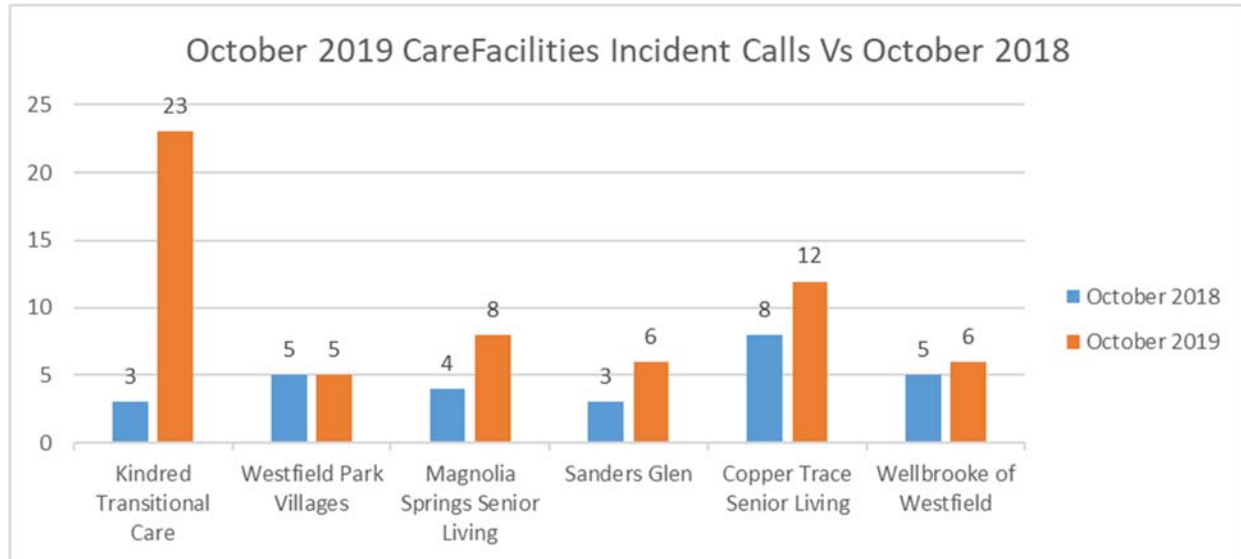
Mutual Aid Data
Fire Incidents



Total 14



Westfield Fire Department 2019 October Incident Statistics Care Facility





November 13, 2019

Consent Agenda Item:

Performance Bond Acceptance

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

- Langston Residential Development, The Lakes at Shady Nook, Section 2C, Bond #LICX1184294, \$66,199.00, Existing Right of Way Improvements
- The Sullivan Corporation Goddard School, Springmill Pointe Drive, Bond #060001M, \$96,000.00, Storm Sewer & Erosion Control
- Grand Communities, Villages of Oak Manor, 2B, Bond #0228001, \$6,864.00, Common Sidewalks
- Grand Communities, Villages of Oak Manor, 2B, Bond #0228002, \$4,084.30, Street Lights & Signage
- Grand Communities, Villages of Oak Manor, 2B, Bond #0228000, \$80,955.60, Storm Sewers

Performance Bond Release

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

- Springmill Trails Amenity Center (Gristmill Crossing) Moose Ridge Lane, Bond #41387967, \$209,299.20, Streets/Curbs, Storm Sewer, Sidewalk, Erosion Control & ROW Improvements

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:

- **NONE**

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:

- E&B Paving, Waters Edge at Springmill Trail, Section 3, Bond & Rider #929619532, \$10,468.54, Onsite Stone Base, Asphalt Binder, Asphalt Surface; Path – Stone Base & Asphalt Surface
- Harvey Construction Company, Inc., Waters Edge, Section 3, Bond & Rider #601097086, \$9,291.00, Storm Sewers
- Karns, Inc., Waters Edge, Section 3, Bond Q90-7270300, \$2,542.50, Curbs
- Karns, Inc., Waters Edge, Section 3, Bond Q94-6970214, \$2,542.50, Curbs

Cash In Lieu

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

- Noah Herron, Monon Hills, \$6,707.65, Streets/Curbs, Storm Sewer, Sidewalk, Erosion Control

Letter of Credit

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

- Throgmartin-Henke Development, The Bridgewater Center, LOC #18120190-00-000, \$9,300.00, Storm Sewer

ENCROACHMENT PERMIT APPLICATION

- The applicant named below requests permission to encroach on the following public right-of-way, street, sidewalk, alley or other public space at the location described below.
- Applicant shall submit one original application, with plans attached, either in person or by mail.
- No verbal transmissions will be accepted. Fax transmissions will only be accepted at the approval of the Director.
- CASH OR CHECK PAYMENTS ONLY;** No credit cards accepted. Please call (317)804-3171 with any questions or to purchase an Encroachment Standards Ordinance.

For Office Use Only

Permit Number _____

Expires _____

Permit Fee _____

Fee Waived _____

Application Date: 10/18/2019 Estimated Completion Date: 11/30/2019

Work Address: 1839 W 166th Street, Westfield, IN 46704 Subdivision: _____

Name of Contractor/Utility: _____

Duke Energy

Address: 21225 Riverwood Ave

City: Noblesville State: IN Zip: 46062

Phone: 317-838-6826 Fax: _____

Email: ocmpermits@ocmggroups.com

Name of Sub-Contractor: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

LOCATION: ☐ Street ☐ Alley ☐ Sidewalk ☒ Shoulder/Berm IUPPS Number: _____

TYPE: ☐ Cut ☐ Bore ☐ Trench ☐ Other ☐ New Construction ☐ Existing Construction

☐ Water ☐ Gas ☒ Electric ☐ Phone ☐ CATV ☐ Sewer ☐ Irrigation

Please describe proposed work: Installation of 5 new poles - remove and replace 1 pole - 1 removal of conduit and replace

SIZE OF STREET OR RIGHT-OF-WAY CUT

Traffic Lanes: Length: _____ Width: _____ Depth Within Lanes: _____

Sidewalk: Length: _____ Width: _____ Depth Within Sidewalk: _____

Type of Surface: ☐ Concrete ☐ Asphalt ☐ Asphalt Over Concrete ☐ Asphalt Over Brick ☐ Gravel-Dirt ☐ Brick

TRAFFIC PORTION AFFECTED BY PERMIT

Width: _____ Length: _____ # of Lanes: _____ # of Lanes to be Closed: _____ # of Hours Closed: _____

Vehicles/equipment left on site unattended? ☐ Yes ☐ No Unattended for: _____ weekdays _____ weekends

TERMS AND CONDITIONS FOR ENCROACHMENT PERMIT

1. It is understood that any permit by virtue of this request is revocable at the pleasure of the City of Westfield and that the same shall be voided if the following terms and conditions are not fulfilled by the Permittee. The Permittee hereby agrees to observe all requirements of the Encroachment Standard Ordinance and comply with the conditions set forth by the MUTCD Rulings and Revisions.
2. The undersigned shall notify the Director or his representative a minimum of 72 hours prior to the time that work is to be performed. The undersigned will furnish placards identifying equipment, flashers, barricades and/or other warning devices at the construction site. When two-way traffic is confined to one lane, flagging personnel shall be required. Permittee must follow Chapter XVII of Title 29, Code of Federal Regulation, Part 1926 known as Safety & Health Regulation for Construction.
3. In cases where the work authorized by the permit will cause major interference with traffic flow on streets, Permittee shall provide a uniformed traffic officer when requested by the Director or his representative to provide traffic control at the construction site. Work shall not be performed on any major arterials, streets and thoroughfares during rush hours or peak hours of vehicular traffic flow, unless in case of emergencies.
4. The Permittee shall not create a hazardous or unsafe situation at construction sites, which would cause injury or damage to vehicular and pedestrian traffic. The Permittee shall not leave unattended open cuts unprotected overnight or during weekend periods. Permission to use temporary steel plates or any authorized substitutes shall be requested at open cuts or construction sites. The Director or his representative shall be notified of these steel plates or substitutes by the Permittee.
5. All construction equipment and/or vehicles left unattended for any length of time shall be parked in locations as to not create hazardous and unsafe situations to vehicular and pedestrian flow. The construction equipment and/or vehicles shall be parked in such a manner as to not restrict sight distance to vehicular traffic. **All construction equipment and/or vehicles are prohibited from driving on named trails, neighborhood perimeter trails, and sidewalks.**
6. The Permittee shall hold harmless and indemnify the City of Westfield from, for and against any claim of any person in tort, contract or otherwise arising out of the act or omissions of the Permittee, their agents, representatives, servants, contractors and the latter's subcontractors, whenever such acts or omissions or any rights or performance or exercise thereof of the Permittee arise under this permit from alteration, modernization, replacement, operation, maintenance, change or removal of any part or portion of the public right-of-way, or facility thereof. All existing utilities must be identified and located prior to all boring operations. Permittee shall be responsible for consequential damages to residents and businesses who are damaged during outages caused by these untimely accidents experienced by poorly coordinated utility borings and construction activities in the City right-of-way.
7. The Permittee shall stipulate the type of materials and method of repair utilized to close any open cuts, subject to the Director or his representative's approval.
8. The Permittee shall begin work within 45 working days from the date of application approval, and work must be completed within 60 working days of the application approval. Any construction and/or work not completed by this date shall be grounds to nullify and void this permit. Re-application would then be necessary.
9. The Permittee shall be required upon completion of construction and/or work to notify the Director or his representative for inspection and verification. The construction and/or work shall be inspected prior to being accepted by the City of Westfield as being complete. The Director or his representative shall perform the inspection.
10. Upon the completion of all open street cuts, permanent patches shall be in place no later than 20 working days from the temporary patch inspection date. Any construction work or repair measures utilized to close any open cuts made under this permit that are found to be unsatisfactory shall be corrected within 10 working days by the Permittee. The Permittee shall be responsible to maintain and repair any and all open cuts granted by this permit for a period of one year upon final acceptance, unless the City of Westfield and/or other utilities, contractors or subcontractors or other parties remove, damage, modernize, replace, change any part or portion of the public right-of-way or facility or thereof granted under this permit.
11. Upon completion/acceptance by Director or his representative as builds must be provided (print and CD form) within 30 days of completion.

Signature of Applicant: Dawn Hornaday

Digitally signed by Dawn Hornaday
DN: cn = Dawn Hornaday email = ocmpermits@ocmgroupe.com C = US O = OCM
Engineering
Date: 2019.10.18 14:58:30 -0500

Title: Permit Administrator

Printed Name: Dawn Hornaday

Date: 10/18/2019

Company Name: OCM Engineering, LLC for Duke Energy

Phone Number: 317-644-0949

For Office Use Only:

Traffic Control Personnel: ☐ Yes ☐ No Uniform Police: ☐ Yes ☐ No Number of Personnel Necessary: _____

Steel Plates or other authorized substitute to be used? ☐ Yes ☐ No (If yes, refer to #4 above)

Type of materials and methods used to close or repair open cuts shall conform to Attachment A.

If another method has been pre-approved, please list below:

Director/or his representative

Project Manager/when applicable

Date Approved



USP: CIRCUIT BREAKER AT WESTFIELD DITCH RD (401) 1290
USP:
USP:
USP:
USP:

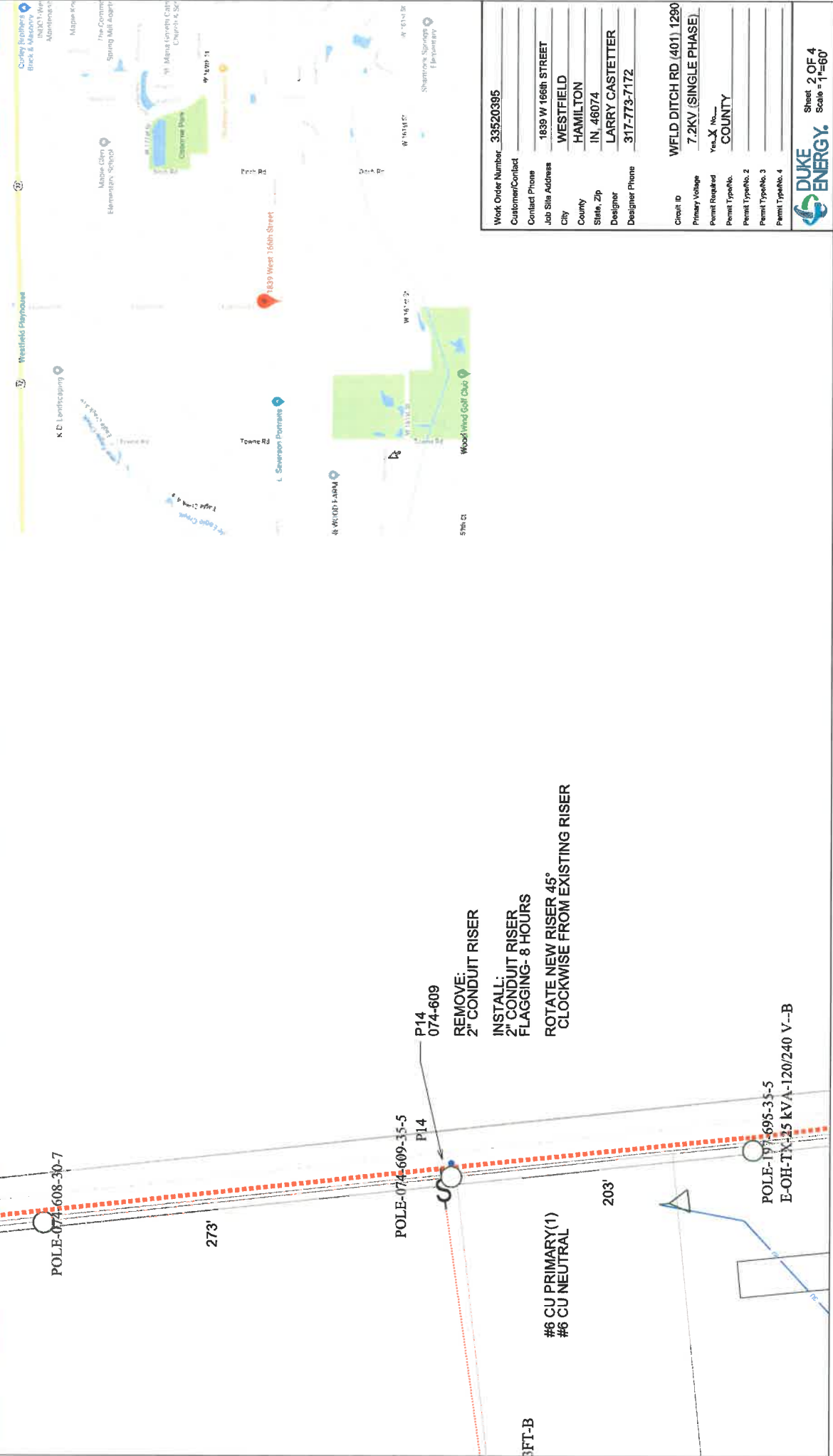


Safety Reminders / Adverse Conditions
?: 1907FRQ0791DEI
?: CARMEL SERVICE CENTER
?: OPERATING UNIT: Y562 RESP CENTER: S431
?: WASHINGTON TOWNSHIP



Work Zone General Comments: Double click to e

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Work Order Number	33520395
Customer/Contact	
Contact Phone	
Job Site Address	1839 W 166th STREET
City	WESTFIELD
County	HAMILTON
State, Zip	IN 46074
Designer	LARRY CASTETTER
Designer Phone	317-773-7172
Circuit ID	WFLD DITCH RD (401) 1290
Primary Voltage	7.2KV (SINGLE PHASE)
Permit Required	Yes ☒ No ☐
Permit TypeNo. 1	COUNTY
Permit TypeNo. 2	
Permit TypeNo. 3	
Permit TypeNo. 4	



USP: CIRCUIT BREAKER AT WESTFIELD DITCH RD (401) 1290
USP: ?
USP: ?
USP: ?
USP: ?

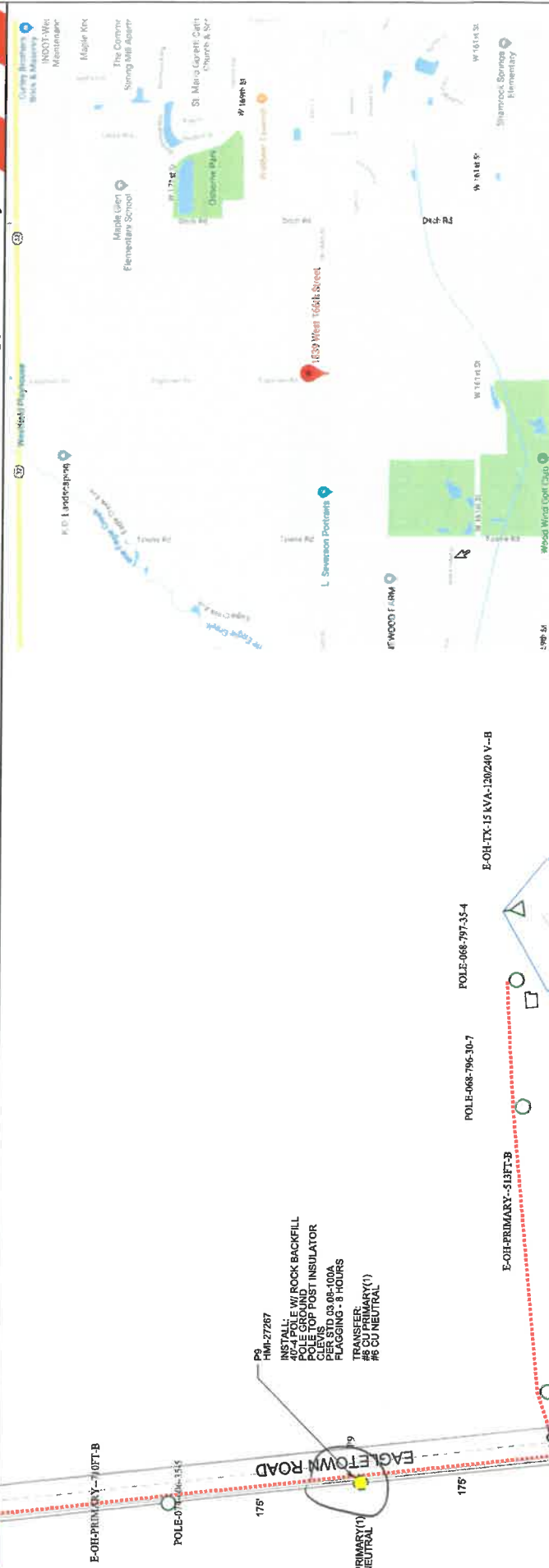


Safety Reminders / Adverse Conditions
?: 1907/FRO0791DEI
?: CARMEL SERVICE CENTER
?: OPERATING UNIT: V562 RESP CENTER: S431
?: WASHINGTON TOWNSHIP



Work Zone General Comments: Double click to e

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Work Order Number	33520395
Customer/Contact	
Contact Phone	
Job Site Address	1839 W 166th STREET
City	WESTFIELD
County	HAMILTON
State, Zip	IN 46074
Designer	LARRY CASTETTER
Designer Phone	317-773-7172

Circuit ID	WF DITCH RD (401) 1290
Primary Voltage	7.2KV (SINGLE PHASE)
Permit Required	Yes, X No
Permit TypeNo.	COUNTY
Permit TypeNo. 2	
Permit TypeNo. 3	
Permit TypeNo. 4	



Sheet 3 OF 4
Scale 1"=100'

USP: CIRCUIT BREAKER AT WESTFIELD DITCH RD (40'1) 1290
USP:
USP:
USP:
USP:

?: 1907FRO0791DEI
?: CARMEL SERVICE
?: OPERATING UNIT
?: WASHINGTON TO



Work Zone General Comments: Double click to edit

REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Work Order Number: 33520395	WFLD KITCH RD (401) 1290
Customer/Contact:	7.2KV (SINGLE PHASE)
Contact Phone	Yea-X No. _____
Job Site Address	COUNTY _____
City	_____
Country	_____
State, Zip	_____
Designer	_____
Designer Phone	_____

ENCROACHMENT PERMIT APPLICATION

- The applicant named below requests permission to encroach on the following public right-of-way, street, sidewalk, alley or other public space at the location described below.
- Applicant shall submit one original application, with plans attached, either in person or by mail.
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- CASH OR CHECK PAYMENTS ONLY;** No credit cards accepted. Please call 317-804-3171 with any questions or to purchase an Encroachment Standards Ordinance.

For Office Use Only

Permit Number _____
Expires _____
Permit Fee 50.00
Fee Waived _____

Application Date: 11-12-2019 Estimated Completion Date: _____
Work Address: 730 EAST STREET, WESTFIELD Subdivision: _____

Name of Contractor/Utility: _____
DUKE ENERGY
Address: 100 SOUTH MILL CREEK ROAD
City: NOBLESVILLE State: IN Zip: 46062
Phone: 317-776-5331 Fax: _____
Email: william.oldham@duke-energy.com

Name of Sub-Contractor: _____
ARC AMERICAN, INC.
Address: ATTN: DALTON WATTS
City: _____ State: _____ Zip: _____
Phone: 812-374-4827 Fax: _____
Email: dalton_watts@arcamerican.com

LOCATION: ☐ Street ☐ Alley ☐ Sidewalk ☒ Shoulder/Berm IUPPS Number: _____
TYPE: ☐ Cut ☐ Bore ☐ Trench ☐ Other ☐ New Construction ☒ Existing Construction
☐ Water ☐ Gas ☒ Electric ☐ Phone ☐ CATV ☐ Sewer ☐ Irrigation

Please describe proposed work: REPLACE EXISTING POLE #199-764 AND INSTALL HIGH VOLTAGE RISER TO EXTEND SINGLE PHASE POWER (UNDERGROUND) BACK TO A NEW HOUSE

**Please contact Carlton Summe at 317-460-9670 24 hours prior to pouring concrete.*

SIZE OF STREET OR RIGHT-OF-WAY CUT

Traffic Lanes: Length: _____ Width: _____ Depth Within Lanes: _____
Sidewalk: Length: _____ Width: _____ Depth Within Sidewalk: _____

Type of Surface: ☐ Concrete ☐ Asphalt ☐ Asphalt Over Concrete ☐ Asphalt Over Brick ☐ Gravel-Dirt ☐ Brick

TRAFFIC PORTION AFFECTED BY PERMIT

Width: 15ft Length: 40ft # of Lanes: 1 # of Lanes to be Closed: 0 # of Hours Closed: 0

Vehicles/equipment left on site unattended? ☐ Yes ☒ No Unattended for: _____ weekdays _____ weekends

TERMS AND CONDITIONS FOR ENCROACHMENT PERMIT

1. It is understood that any permit by virtue of this request is revocable at the pleasure of the City of Westfield and that the same shall be voided if the following terms and conditions are not fulfilled by the Permittee. The Permittee hereby agrees to observe all requirements of the Encroachment Standard Ordinance and comply with the conditions set forth by the MUTCD Rulings and Revisions.
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6. The Permittee shall hold harmless and indemnify the City of Westfield from, for and against any claim of any person in tort, contract or otherwise arising out of the act or omissions of the Permittee, their agents, representatives, servants, contractors and the latter's subcontractors, whenever such acts or omissions or any rights or performance or exercise thereof of the Permittee arise under this permit from alteration, modernization, replacement, operation, maintenance, change or removal of any part or portion of the public right-of-way, or facility thereof. All existing utilities must be identified and located prior to all boring operations. Permittee shall be responsible for consequential damages to residents and businesses who are damaged during outages caused by these untimely accidents experienced by poorly coordinated utility borings and construction activities in the City right-of-way.
7. The Permittee shall stipulate the type of materials and method of repair utilized to close any open cuts, subject to the Director or his representative's approval.
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11. Upon completion/acceptance by Director or his representative as builds must be provided (print and CD form) within 30 days of completion.

Signature of Applicant: 

Title: **ENGINEERING TECH III**

Printed Name: **WILLIAM OLDHAM**

Date: **11-12-2019**

Company Name: **DUKE ENERGY**

Phone Number: **317-776-5331**

For Office Use Only:

Traffic Control Personnel YES ☒ NO

Uniform Police: YES ☒ NO

Number of Personnel Necessary: 1-2

Steel Plates or other authorized substitute to be used? YES ☒ NO (If yes, refer to #4 above)

Type of materials and methods used to close or repair open cuts shall conform to Attachment A.
If another method has been pre-approved, please list below:



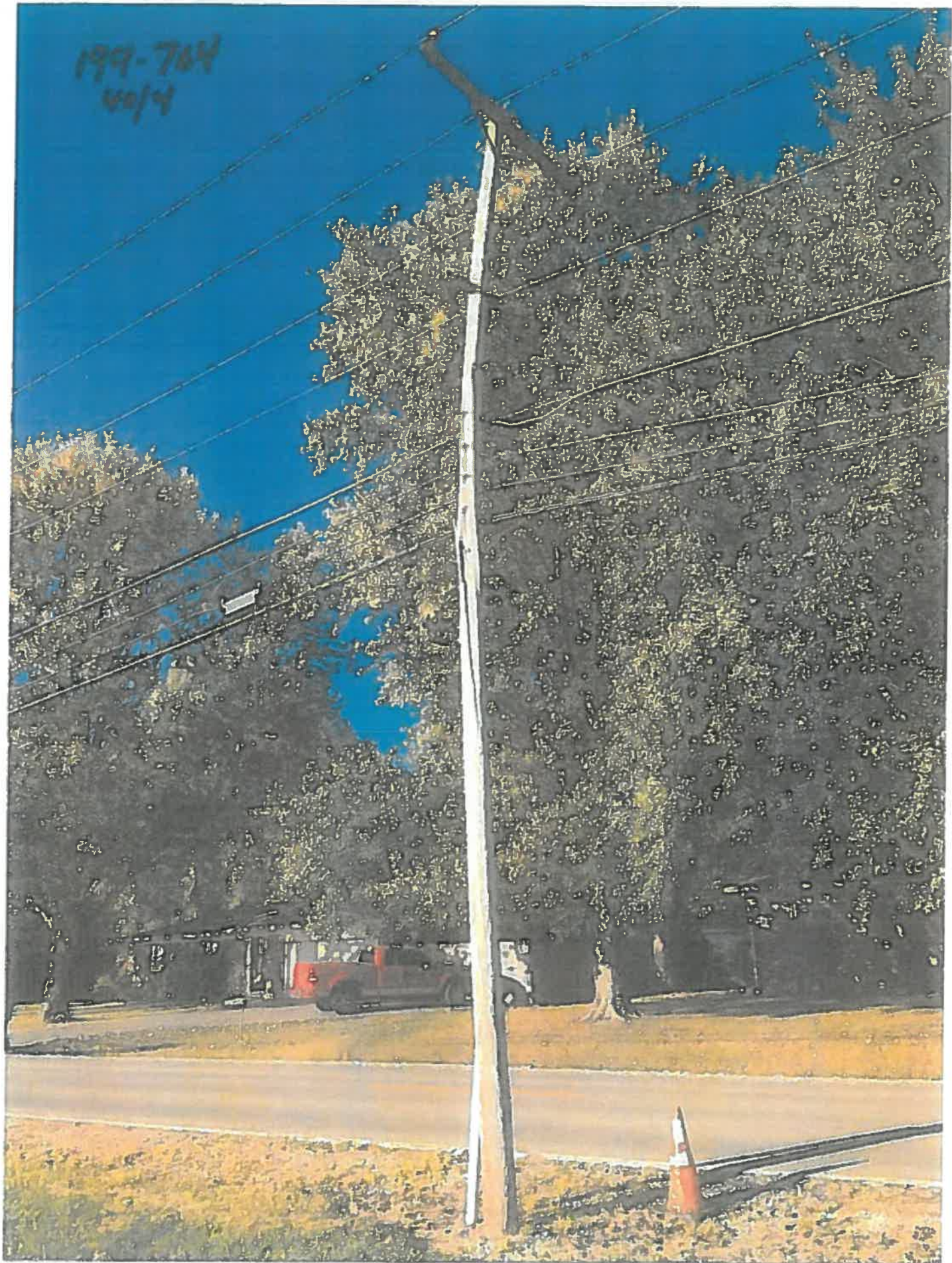
Director/or his representative

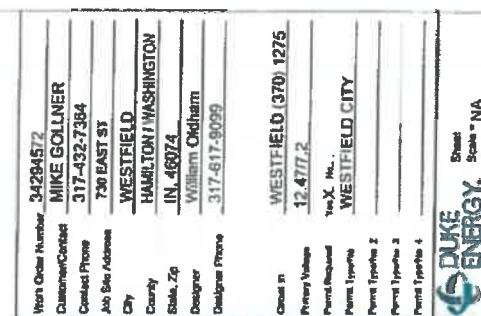
Project Manager/when applicable

11.12.19

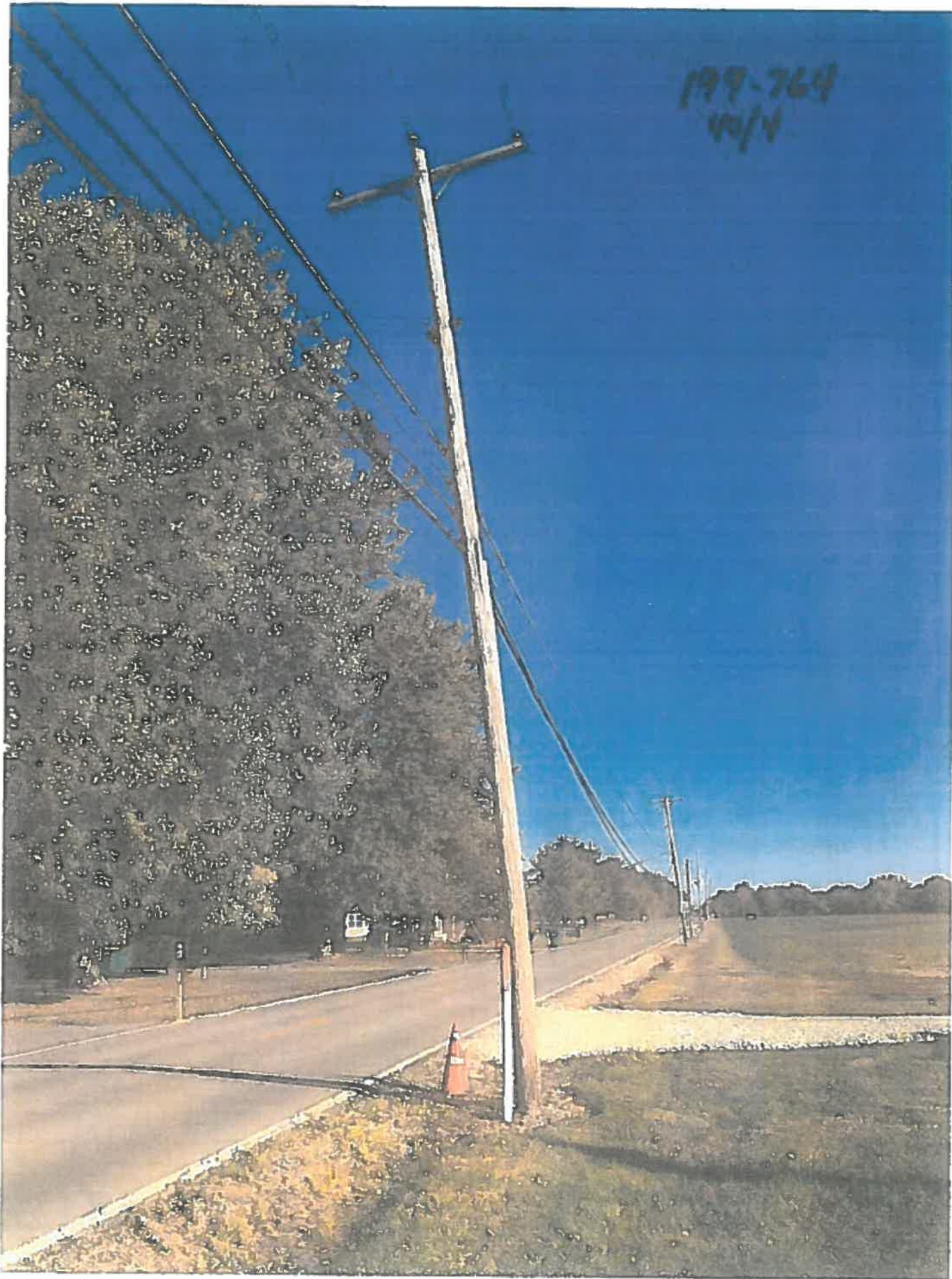
Date Approved

199-764
40/4





199-764
40/4



**CITY OF WESTFIELD - CONSULTING CONTRACT
SUPPLEMENTAL AGREEMENT NO. 1**

This supplemental contract is made and entered into this 13th day of November, 2019, by and between the City of Westfield, Indiana, hereinafter referred to as the "LPA", and WSP USA INC., hereinafter referred to as the "Consultant".

WITNESSETH

WHEREAS, the LPA on October 24th, 2019, entered into a contract, providing for the necessary services required in connection with the 196th Street

WHEREAS, in order to provide for completion of these services it is necessary to amend and supplement the original Contract.

NOW, THEREFORE, it is agreed by and between the parties as follows:

SECTION I SERVICES BY CONSULTANT of the original contract is revised to include the scope as summarized in Appendix "E" to replace Appendix "A", annexed hereto and by this reference incorporated herein for all purposes as if fully set forth.

SECTION III TERM. The term of the original contract is revised to include the revised schedule for completion of the Services and deliverables is as summarized in Appendix "F", annexed hereto and by this reference incorporated herein for all purposes as if fully set forth.

SECTION IV of the original contract is amended to read as follows:

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "G" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$ 430,596.00.

All other terms and conditions of the contract shall remain in full force and effect.

The parties having read and understand the foregoing terms of the Contract do by their respective signatures dated below hereby agree to the terms of thereof.

CONSULTANT

LOCAL PUBLIC AGENCY

Signature

Signature

Duane McKinney, WSP USA Inc.

Randell Graham, Member

Signature

Attest:

Kate Snedeker, Member

Signature

Signature

Jeff Hill, WSP USA Inc.

J. Andrew Cook, Member

APPENDIX "E"

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 City of Westfield, the Indiana Department of Transportation, and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

Project Description

WSP USA Inc (the CONSULTANT), is the prime design Consultant to the City of Westfield (the CLIENT) for the preliminary engineering for reconstruction of 196th Street between East Street and Grassy Branch Road; and reconstruction of Grassy Branch Road between 196th Street to a point approximately 1500 ft. North of 196th Street; total reconstruction length of approximately 1.01 miles long. The project is a locally-funded project in Hamilton County, Indiana. The CONSULTANT shall be responsible for the management, coordination, design and development of plans necessary to produce construction contract documents so that others may construct the improvements for the roadway reconstruction on 196th Street and Grassy Branch Road as identified.

The design shall be developed in accordance with the following documents in effect at the time the plans or reports are submitted: American Association of State Highway and Transportation Officials' "A Policy on Geometric Design of Highways and Streets"; Indiana Department of Transportation's Standard Specifications; Manual on Uniform Traffic Control Devices; Road and Traffic memoranda and INDOT Design Manuals (IDM), except as modified by supplemental specifications and special provisions; City of Westfield Construction Standards and Specifications (Rev March 2017). The work shall be submitted electronically in Adobe Acrobat (.pdf) format via e-mail, ftp site, or similar.

The CONSULTANT shall coordinate its designs with guidance from the CLIENT on scope, schedule, and design-related technical issues. A more detailed discussion of the CONSULTANT's proposed services is described in the following specific sections:

Section	Description
Section 1:	Project Management/Quality Management/Controls/Project Meetings
Section 2:	Topographic Data Collection Survey/Location Control Route Survey Plat (LCRSP)
Section 3:	Environmental Document/Permitting
Section 4:	Roadway Design – 196 th Street & Grassy Branch Roads
Section 5:	Roadway Design – Roundabout
Section 6:	Pavement Design/Geotechnical Investigation
Section 7:	Traffic Analysis/Design
Section 8:	Utility Coordination
Section 9:	Right-of-Way Plan Development
Section 10:	Real Estate Services
Section 11:	Post Design Services

Section 1: Project Management/Quality Management/Controls/Project Meetings

The CONSULTANT shall perform project management and assist in project coordination for the design and construction of the project.

Results/Deliverables:

- Project Management of the project and coordination
- Monthly Progress Reports & Updates
- Minutes of Coordination Meetings
- Quality Assurance/Quality Control
- Project and Document Controls
- Project Coordination Meetings with CLIENT (up to 4 meetings).
- Project Coordination Meetings with external stakeholders (1 meeting).
- General coordination with Project 19 site design (site work performed by Third Party)
- Preparation of exhibits for progress reports, stakeholder meetings, or CLIENT meetings.

Activities:

Project Management

The CONSULTANT will provide CLIENT with monthly progress report updates. The monthly updates will include at a minimum:

- Work performed during the last month
- Work to be performed in the next month
- Outstanding issues needing resolution
- Review status of the design, utility relocations, permitting status and construction

The CONSULTANT will complete quarterly updates for any CLIENT funding updates.

The CONSULTANT will participate in scheduled coordination meetings – anticipated to be quarterly or at key milestones (such as Preliminary Plans, Final Plans, Final Tracings) through the design of the project (6 coordination meetings anticipated). The meetings will include input received from agencies and third-party consultants to support the Project. The topics covered at these meetings may include: local community interaction, design issues, utilities, right-of-way, permitting, hydraulics, maintenance of traffic and construction sequencing, and unique special provisions.

The CONSULTANT will assist in coordination and sharing of the electronic CADD files among the CLIENT, subconsultants, affected utility companies, section designers and suppliers. This information will be used to facilitate the permitting, land acquisition, and utility coordination processes. The CONSULTANT will coordinate the project with all subconsultants.

The CONSULTANT will facilitate payroll certifications; facilitate Certificates of Insurance; establish invoicing guidelines and timeline with Subconsultant(s); develop budgets together with the Project Manager/Deputy Project Manager; complete budget analysis with Project Manager/Deputy Project Manager; enter/maintain budgets in WSP's Oracle system; prepare Purchase Order & entry in WSP's Oracle system; review monthly subconsultants invoices; provide weekly cost reporting; provide monthly maintenance - forecasting spending, attend monthly project reviews, and budget changes; close out project, tasks, & purchase orders.

Items Specifically Not Included:

- Development of project website, twitter, Facebook or other social media.
- No public meetings or public hearings are anticipated or required.

[Remainder of Page Intentionally Left Blank]

Section 2: Topographic Data Collection Survey/Location Control Route Survey Plat (LCRSP)

The purpose of this survey is for roadway widening and reconstruction on 196th Street from East Street to Grassy Branch Road and on Grassy Branch Road from 196th Street to approximately 1500 lft. North of 196th Street for a total of approximately 1.01 miles long located in Hamilton County. The project will be designed in accordance with INDOT LPA criteria.

Specific Activities:

- Develop and record a Location Control Route Survey Plat (LCRS) for the project.
- Research the last deed or plat of record for the current property owner for the project.
- Obtain last deed of record, maps, documents, section corner reference ties and field notes as necessary to determine property ownership adjacent to the project for the subject parcels within the limits of the LCRS.
- Provide the plotted location of the right of way based on deed and/or plat research within the limits of the LCRS.
- Provide an investigative/thorough search involving right of way grants, plans, and plats to determine a more definitive location of the right of way.
- Survey the position of Public Land System section corners necessary to establish the location of road right of ways and deed lines within the project area. Find and reference Section Corners as needed.
- Prepare a field survey book complying with INDOT requirements including 3 Point ties for all control points.
- Survey coordination.

Deliverables:

- Horizontal Alignment and Monuments.
- XML file.
- Field Book.
- Recorded Location Control Route Survey Plat.

Assumptions:

- CONSULTANT will provide an alignment based on existing plan geometry. If monuments are not able to be recovered, an arbitrary alignment will be developed, based on the current configuration of the existing pavement.
- No Curb Ramp Locations will be included in the scope of the survey.

Items Specifically Not Included:

- Title Research.
- Parcel acquisition.
- Field stakes locating the proposed geotechnical boring and pavement coring locations are defined under Geotechnical Engineering.
- Prepare documents to clear any right-of-way required for project construction.
- Provide field stakes locating the new right-of-way.
- Centerline monuments.

[Remainder of Page Intentionally Left Blank]

Section 3: Environmental Document/Permitting

CONSULTANT shall complete environmental studies and coordination for the widening and reconstruction of 196th Street and Grassy Branch Road, Hamilton County, Indiana. This project is locally-funded and the objective will be to conduct the environmental studies and prepare documentation to inventory potential environmental resources in the project area and to provide services required to prepare and submit the necessary documentation to receive the permits needed for the construction of this project.

Deliverables

- Informal Red Flag Investigation (RFI) report.
- Memorandum of field observations.
- Prepare Rule 5 permit application and SWPPP.

Activity

- Conduct an informal RFI.
- Conduct one site reconnaissance visit to the project area to observe potential environmental resources and concerns. Prepare memorandum to summarize field observations.
- Prepare Rule 5 permit application and SWPPP.
- Coordinate with the Hamilton County Surveyor's Office to verify no regulated drain permit is needed.

Assumptions

- The Project will not involve any impacts to streams or Waters of the United States.
- The Project will not impact any wetlands. Based on aerial mapping, it appears mapped NWI wetlands were previously converted to non-wetland.
- A waters and wetlands report will not be required.
- There will be no Phase I Archaeological reconnaissance or historic structures survey.
- The Project will not require any Section 4(f) evaluation or documentation.
- The Project will not require National Environmental Policy Act (NEPA) documentation.
- The Project will have no impacts to biological or natural resources. It is assumed that any tree removal will occur outside the roosting season for the Indiana bat and northern long-eared bat.
- The Project will not require Section 106 consultation/coordination or cultural resource impacts.
- The Project will have land disturbance over 1 acre, so a Rule 5 permit is needed.
- The Project will not require an Indiana Department of Natural Resources Construction in a Floodway permit.
- Permit application fees are reimbursable to the CONSULTANT.
- A Section 404 permit, Section 401 water quality certification (WQC) will not be required.

Items Specifically Not Included

- A NEPA document.
- Archaeological reconnaissance (Pedestrian or Shovel test probes).
- All cultural resource and Section 106 activities.
- Records Check (short archaeology report) report.
- Cemetery Development Plan.
- Historic Property report.
- Section 106 documentation.
- Phase I Environmental Site Assessment (ESA) report.
- Phase II Preliminary Site Investigation (PSI) report.

- De minimis, Programmatic or Individual Section 4(f) evaluation.
- Wetland or stream mitigation.
- Air quality analysis.
- Noise analysis.
- Section 7 coordination with the USFWS.
- Detailed groundwater assessment.
- Tree surveys/mitigation.
- Resource specific cumulative impact analysis.
- Environmental studies for alternatives analysis.
- Section 404 permit application, Section 401 WQC permit application, and Construction in a Floodway permit application.
- Wetland or stream mitigation.
- Asbestos/lead inspection or testing.
- FAA permits.
- Hamilton County Surveyor's Office or Hamilton County Drainage Board regulated drain permit.

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Section 4: Roadway Design – Road Reconstruction on 196th Street; Road Reconstruction on Grassy Branch Road

Results/Deliverables

- Preliminary Plans Submission (PFC Plans)
- Preliminary Field Check Meeting & Minutes
- Final Plans Submission (Stage 3 Plans)
- Final Tracings Plans Submission

Task 4.1: Preliminary Plans Submission

Following approval of the Scope-of-Work the CONSULTANT shall prepare Preliminary Plans Submission. Plan sheets will be in 24" x 36" format. The submission will include:

- Field Visit to verify the scope of work
- Attend preliminary scoping meeting with CLIENT.
- Coordination of traffic data for the Title Sheet and Pavement Design.
- Level One Checklist and design calculations, including intersection sight distance, for final condition where applicable in accordance with Chapter 40-8.02(01) and Chapter 53 of the IDM for New Construction/Reconstruction criteria. Technical Inquiries and Design Exceptions will be prepared as necessary.
- Drainage and detention calculations.
- Plan sheets developed in accordance with IDM 14-2.01(05). The plan sheets are anticipated to be developed at a scale of 1" = 20' and the plan set is anticipated to include the following sheets;
 - Title Sheet
 - Index and General Notes Sheet
 - Typical Cross Section Sheets
 - Plat No. 1
 - Geometric Detail Sheets
 - Plan and Profile Sheets
 - Construction Details
 - Intersection Detail Sheets
 - Pavement Marking Sheets
 - Preliminary MOT Phasing Sheets
 - Cross Section Sheets, including pipe and driveway locations
- Preliminary quantities and opinion of probable construction cost.
- Design coordination with Developer of Project 19.
- Quality assurance and quality control on all deliverable documents developed by the CONSULTANT.

Task 4.2: Preliminary Field Check

The CONSULTANT will schedule a Preliminary Field Check with the CLIENT's Project Manager following the review and acceptance of the Preliminary Plan submission. The Preliminary Plans developed will be distributed to the preliminary field check invitees prior to the meeting. The CONSULTANT will record meeting minutes and distribute them to all attendees.

Task 4.3: Final Plans Submission

Following the preliminary field check meeting the CONSULTANT shall prepare the Final Plans Submission. The Final Plans Submission will be 24" x 36" format and shall include applicable items from IDM 14-2.01(12).

Task 4.4: Prepare Tracings & Bidding Documents

Upon completion and final approval of the Final Plans, the CONSULTANT shall deliver to the CLIENT the final tracings plan submission in 24" x 36" format and shall include applicable items from IDM 14-1.02(04).

Task 4.5: Roadside Drainage

CONSULTANT will coordinate with the CLIENT to determine appropriate level of storm water detention requirements for the project. CONSULTANT shall evaluate detention options in accordance with determined parameters. Final detention design and report shall be prepared and submitted to the CLIENT for approval. The CONSULTANT shall perform necessary calculations for pipe sizing for an open drainage system that will outlet to an existing natural waterways or nearby ponds and/or detention facilities along 196th Street and Grassy Branch Road. Calculations shall include the following:

- Delineation of contributing watershed areas.
- Delineation of flow path for determination of time of concentration (Tc).
- Culvert sizing to perpetuate flow in accordance with IDM.

Task 4.6 Rule 5/SWPPP

CONSULTANT will prepare the Rule 5 Storm Water Pollution Prevention Plan (SWPPP) permit plans for submittal to CLIENT for review and approval. The CONSULTANT will submit the Rule 5 NOI to IDEM after final revisions have been made by CONSULTANT and notice of plan sufficiency is provided by the reviewing authority.

Assumptions:

- The design criteria for this project will fall under New Construction/Reconstruction. Change in the criteria of the project will result in a change of the scope and fee.
- Attend up to three (3) design meetings with CLIENT, in addition to those specified specifically in this section.
- Only three (3) plan submittals will be made to CLIENT: PFC Plans, Final Plans, Final Tracings.

Items Specifically Not Included:

- Final Field Check Meeting.
- Subsurface Utility Engineering (SUE) to determine existing utility locations at a quality level A, which would include test holes to determine horizontal and vertical location of utilities.
- Aesthetic Landscaping Design or Plans (tree planting, and native species planting at drainage basins, ditches, outfalls is included).
- Traffic Signal Design (See Section 7).
- Work Effort for Completing Newspaper Advertising for Bids.

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Section 5: Roadway Design – Roundabout at 196th Street and Grassy Branch Road

Not Included in the agreement at this time.

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Section 6: Pavement Design/Geotechnical Investigation

CONSULTANT will perform the geotechnical data collection and prepare the geotechnical report for approximately 1.01 miles of widening and reconstruction of 196th Street and Grassy Branch Road in Westfield, Hamilton County, Indiana.

Results/Deliverables

- Geotechnical data collection and analysis
- Geotechnical Report in accordance with the 2018 INDOT Geotechnical Manual.
- Geotechnical Review of Final Tracings Submittal

The project will require a geotechnical investigation in accordance with the INDOT Geotechnical Services Section (GSS) *2018 Geotechnical Manual* and the January 25, 2018 *Pavement Improvement Geotechnical Investigation Requirements* Memorandum.

If previous borings are available from other INDOT projects, we will review the available data/study and incorporate it in our report.

The geotechnical investigation is anticipated to consist of the following elements:

- Road Widening/Pavement Borings (RB/PC) = (13) borings spaced every 400 feet, to depth of approximately 15 feet (4 continuous SPTs)
- Pavement Cores = (8) full depth pavement core with 6-inch diameter pavement coring machine.

Pavement Design and Analysis Services for the project include: on-site existing pavement condition assessment and distress diagnosis, definition of pavement patching types and locations if required, and generation of conceptual pavement designs for HMA and PCCP alternatives optimized with AASHTOWare PavementME design software to be reviewed by the client. Deliverables shall include: pavement design report in PDF format including project information, summary of existing conditions, final proposed pavement designs optimized with AASHTOWare PavementME design software, pavement patching table, patch details, construction requirements, maintenance requirements, and a life cycle cost analysis comparing an HMA and PCCP alternative. A review of the geotechnical report/memo will be provided. The following sections are assumed to be included in the final pavement design recommendation and analysis:

- 196th Street New Pavement
- Grassy Branch Road New Pavement
- Existing 196th Street Pavement Rehabilitation

Activities

- Perform site reconnaissance to identify boring locations.
- Coordinate Indiana 811 (formerly Indiana Underground Plant Protection Service) for underground utility locate service requests at and around test boring locations.
- Provide traffic control as needed to safely obtain pavement cores and soil samples.
- Perform laboratory testing on soil samples including classification, moisture content, and unconfined compressive strength, Standard Proctor, and Resilient Modulus tests.
- Develop geotechnical report including generalized review of regional geology, test boring logs, discussion of findings including pavement core photographs and geotechnical recommendations for roadway widening and pavement improvement project.
- Coordinate review of geotechnical report with CLIENT and address review comments.
- Perform pavement concept designs and life-cycle cost analysis for asphalt and concrete reconstruction options.
- Analyze upfront capital costs of pavement sections.
- Complete pavement design for CLIENT.
- Prepare draft and final pavement design report.

Items Specifically Not Included

- Geophysical Testing.
- Karst Study.
- Structure Borings.
- Retaining Wall Borings.
- Approach pavement design.
- Temporary pavement design.
- Roundabout truck apron pavement design.
- Trail/Bike/Multiuse Path pavement design – project will use City of Westfield or INDOT Standard Trail/Bike/Multiuse Path pavement.

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Section 7: Traffic Analysis/Design

Objective

The purpose of this section is to provide partial traffic signal and traffic design for the proposed finished conditions, and to design signs, pavement markings, and future signal equipment within the project limits.

Results/Deliverables

The deliverables to be developed under this section are:

- Traffic Analysis Summary Memo.
- Plans for future traffic signal.

Coordination

These activities will be coordinated through CLIENT's project manager with input from local officials.

Activities

- Review existing and provided traffic data for accuracy and consistency.
- Obtain existing AM and PM peak hour traffic counts at the intersections of 196th Street & East Street and 196th Street & Grassy Branch Road.
- Coordinate with Indianapolis MPO to determine growth rate for traffic projections. Project design year traffic volumes.
- Conduct capacity analysis for up to three (3) intersection control alternatives at 196th Street & Grassy Branch Road and one (1) intersection control alternative at 196th Street & East Street.
- Provide traffic analysis memo documenting all analyses and recommending a preferred alternative. Memo will include Level of Service (LOS), queue length, and delay results for all alternatives.
- Prepare preliminary signal layout to determine appropriate signal handhole locations.
- Perform preliminary and final design for traffic signal conduit and handholes.

Items to be provided by CLIENT (in paper format)

- Traffic volumes for Project 19, existing and design year forecasts (including turning movement volumes)
- Plans for East Street project to coordinate underground traffic signal equipment location.

Exclusions

- Full traffic signal design.
- Non-standard Sign Truss or Foundation Design.
- ITS Elements.
- Traffic management plan.

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Section 8: Utility Coordination

Activities:

- The CONSULTANT shall perform utility coordination in accordance with the policies and procedures provided on INDOT's Utility Website.
- The CONSULTANT shall have an INDOT-certified Utility Coordinator as part of the project team.
- The CONSULTANT shall develop and thereafter maintain a schedule of activities to deliver the project. The schedule shall include pre-letting utility coordination activities, including but not limited to the following items.
- The CONSULTANT shall prepare notices, letters, drawings and agreements for utility coordination services.
- The CONSULTANT shall determine if utility field check(s), utility coordination meeting(s), and utility conflict resolutions meeting(s) are needed, then schedule and conduct such when needed.
- The CONSULTANT shall review plan sheets, cross sections, relocation work plans and schedules to verify that all utility facility conflicts are resolved.
- Prior to the project bid date, the CONSULTANT shall deliver a complete work plan for each utility within the area of the project. A complete work plan includes narrative, drawing, cost estimate and easement documents as applicable. The work plans shall be delivered whether or not utility facility relocations are required.

Results/Deliverables

- List of affected utility companies
- Send notification of Proposed Project to utilities
- Initial Field Visit
- Send Verification of Existing Facilities to utilities
- Perform Conflict Analysis for utilities
- Utility Work Plans
- Send Utility Work Plan request to utilities
- Attend Preliminary field check
- Review Work Plans
- Send Work Plan Approval letters
- Utility Certification
- Prepare utility certification
- Utility Special Provisions
- Write the 107-R-169 Utility Special Provision
- Utility Notice to Proceed
- Send NTP to utilities

Assumptions

- All utility design associated with adjustments and relocations will be provided by the respective utility companies.
- The CONSULTANT has no control over utility companies' level of effort or schedules. The CLIENT will be available for advice, and will be available in matters where CLIENT's authority is needed, such as assisting with uncooperative utilities, processing utility agreements, and signing of official documents.
- The CONSULTANT will review relocation plans, schedules and reimbursement agreements to verify that all conflicts are resolved. CLIENT will execute reimbursable agreements and provide permits for the utility company to proceed.

Items Specifically Not Included

- Subsurface Utility Engineering (SUE)
- Layout of affected utilities
- Post-letting coordination

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Section 9: Right-of-Way Plan Development

Based on preliminary analysis it is assumed that construction could impact up to five (5) parcels. The CONSULTANT will perform title research on up to five (5) parcels to CLIENT's or INDOT's minimum standards, for a 20-year search, which will include copies of all required documents.

NOTE: Title Researcher charges per title search (chain of title), therefore at this point each tax parcel number affected is counted as one search. Only actual researched tax parcels will be billed.

Activities/Deliverables

The deliverables to be provided to the Owner under this section are:

Abstracting/Title Work

Title and Encumbrance Reports will be prepared in accordance with INDOT minimum standards (20-year searches for fee simple acquisitions and last deed of record for temporary right-of-way only acquisitions).

- Residential (1)
- Agricultural (3)
- Commercial (1)

Right-of-Way Engineering

Preparation of all required right-of-way engineering documentation in compliance with the INDOT Right-of-way Engineering Procedure Manuals (1975 and 1998) and Indiana Administrative Code 865 IAC 1-12, (Rule 12). Appraisal Problem Analysis (APA) will also be performed for the five (5) parcels in accordance with the current INDOT Real Estate Division Manual.

- Existing Property Line Layout
- Parcel Plats
- Legal Descriptions
- Area Computations
- Transfer Documents

Assumptions:

- A total of five (5) parcels have been identified as potentially impacted.
- A total of five (5) parcels will require title research.
- Right-of-way will be dedicated/donated from the developer of Project 19.

Items Specifically Not Included

- Right-of-way Staking (See Section 10)
- Appraisals (See Section 10)
- Buying/Negotiations (See Section 10)
- Standalone right-of-way plans will not be developed, but the road project plans will be utilized.

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Section 10: Real Estate Services

This section describes the Real Estate Services effort assumed to be required for the project.

Activities/Deliverables

The deliverables to be provided to the Owner under this section are

Right-of-Way Acquisition Management (5 parcels)

Appraisal

Appraisals will be performed in accordance with the 2016 Real Estate Division Manual as developed by the Office of Real Estate of the Indiana Department of Transportation.

- Short Form (2)
- Value Finding (3)

Appraisal Review

Review Appraisals will be performed in accordance with the 2016 Real Estate Division Manual as developed by the Office of Real Estate of the Indiana Department of Transportation. This scope of work consists of both the appraisal review and the preparation of the appraisal problem analysis.

- Short Form (with damages) (2)
- Value Finding (3)
- Appraisal Problem Analysis (5)

Negotiation

Right-of-Way purchase shall be made in accordance with the 2016 Real Estate Division Manual as developed by the Office of Real Estate of the Indiana Department of Transportation. The buying efforts will be coordinated with the CLIENT.

Right-of-Way Staking

Right-of-way staking shall be completed to depict for the property owner the limits of the permanent or temporary right-of-way to be acquired for the project on a per parcel per time basis.

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Section 11: Post Design Services

The CONSULTANT will provide the CLIENT up to 54 hours of design services throughout the construction process to clarify any design elements on the project. Such services consist of:

- Responding to RFIs and other questions from the contractor;
- Attending one (1) pre-construction conference prior to construction;
- Prepare any revised drawing, supplemental specifications, or special provisions required for the Addenda to the Bid Documents;
- Assist CLIENT in the review and evaluation of bid documents.
- Shop drawing review.
- Construction coordination with the CLIENT.

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APPENDIX "F"**SCHEDULE:**

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed by letter or e-mail 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:

Task	Anticipated Completion Date
Notice to Proceed	10/25/2019
Topographic Field Survey	11/22/2019
Traffic Analysis Memo	11/22/2019
Environmental Study/Memo	12/2/2019
Geotechnical Recommendations	1/15/2020
Preliminary Plans	2/10/2020
Preliminary Field Check	2/26/2020
Final Plans	5/12/2020
Final Tracings & Bid Documents	5/27/2020
Right-of-Way Offers Made	5/27/2020
Permits	5/27/2020
Letting	6/19/2020

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

1. The CONSULTANT shall receive as payment for the satisfactory performance of the work performed under this Agreement a maximum amount payable not to exceed **\$430,596.00**, which shall not be increased unless a modification of this Agreement is approved in writing by the LPA. The following is a breakdown of the tasks and associated fees:

	Original Contract	Supplement #1	
Project Management	\$6,000.00	\$17,263.00	Lump Sum
Topographic Data Collection/Survey, LCRSP	\$42,796.00	\$15,761.00	Lump Sum
Environmental Document/Permitting	\$15,921.00	\$4,732.00	Lump Sum
Roadway Design-Reconstruction on 196 th Street & Reconstruction of Grassy Branch Road	\$0.00	\$190,533.00	Lump Sum
Pavement Design/Geotechnical Services	\$19,908.00	\$19,570.00	Lump Sum
Traffic Analysis/Design	\$11,648.00	\$6,667.00	Lump Sum
Utility Coordination	\$2,000.00	\$14,929.00	Lump Sum
Right-of-Way Plan Development	\$0.00	\$26,310.00	Unit Price NTE
Real Estate Services	\$0.00	\$27,360.00	Unit Price NTE
Post Design Services	\$0.00	\$9,198.00	Lump Sum
Total Maximum Compensation	\$98,273.00	\$332,323.00	NTE

2. The fees for Geotechnical Investigation will be based on the actual number of soil borings necessary to complete the geotechnical report and shall not exceed the amount listed above in the fee schedule unless a modification of this Agreement is approved in writing by the LPA.
3. The fees for Right-of-Way Engineering will be based on the actual number of parcels that require Right-of-Way Engineering, title work, and appraisal problem analysis based on standard INDOT accepted fees. The fee for this work shall not exceed the amount listed above in the fee schedule unless a modification of this Agreement is approved in writing by the LPA.

B. Method of Payment

1. The CONSULTANT shall submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the LPA. The invoice voucher shall represent the value, to the LPA, of the partially completed work as of the date of the voucher. The CONSULTANT shall attach thereto a summary of each Task, percentage completed, and prior payments.
2. The LPA, for and in consideration of the rendering of the professional services provided for in Appendix A, agrees to pay the CONSULTANT for rendering such services the fees established above in the following manner:
 - a. For completed work, and upon receipt of invoices from the CONSULTANT and approval thereof by the LPA but in no event later than 30 days after receipt of said invoices, payments covering the work performed shall be due and payable to the CONSULTANT. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.
3. In the event of a substantial change in the scope, character, or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with Item 6 (Changes in Work) of the General Provisions set out in this Agreement.