



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda_01_28_2015

Wednesday, January 28, 2015 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, January 28, 2015 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 17, 2014

Documents: [Minutes- 12/17/14](#)

Presentations

None

Ordinances and/or Resolutions

None

Quote Approval

None

Bid Approval

Action Item #2: 156th Street & Springmill Road Roundabout

Documents: [156th Street & Springmill Road Roundabout](#)

Construction Standards & Specifications Changes

None

Change Orders

None

Contracts/Leases

Action Item #3: Contract Agreement for Towne Road Widening & Sight Distance Improvements from 156th Street to 166th Street

Documents: [Contract Agreement for Towne Road Widening & Sight Distance Improvements from 156th Street to 166th Street](#)

Agreements and/or Memorandum of Understanding (MOU)

None

Consent Agenda

Action Item #4: Conflict of Interest Disclosure Statement

Documents: [Conflict of Interest Disclosure Statement](#)

Action Item #5: Performance Bond Release/Acceptance

- Templeton Ridge

- Harmony, Sec 2

- 2014 Fall Resurfacing & Road Maintenance Program

- * Grady Bros.

- * Midwest Paving, LLC

- * F.E. Harding Asphalt Co., Inc.

Documents: [Performance Bond Release/Acceptance](#)

Action Item #6: Westfield Standard Drawing Revisions

Documents: [Typical Pavement Section \(Local Streets\)](#) | [Typical Pavement Section \(Collector Roads\)](#) | [Typical Pavement Section \(Arterial Roads\)](#) | [Manhole Solid Lid Casting](#)

Action Item #7: Acceptance of Oak Manor, Sec. 2, Secondary Plat

Documents: [Staff Memo- Oak Manor, Sec. 2, Secondary Plat](#) | [Plat- Oak Manor, Sec. 2, Secondary Plat](#)

Department Reports

Fire

Documents: [WFD Report](#)

Police

Documents: [WPD Report](#)

Public Works

Documents: [WPWD Report](#)

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY December 17, 2014

The Westfield Board of Public Works and Safety met on December 17, 2014 at the Westfield Public Works Conference Room. Present were, Randy Graham, Kate Snedeker, Deputy Clerk, Bev Rawlings and Rodney Resner, legal counsel. Randy Graham called the meeting to order at 2:00 P.M.

Meeting Minutes Consideration for Approval:

Kate Snedeker made the motion to approve the December 1, 2014 meeting minutes as presented and this was seconded by Randy Graham. Vote: Yes-2; No-0. Motion carried.

Presentations:

None

Ordinances and /or Resolutions:

None

Quote Approval:

None

Bid Approval:

None

Construction Standards & Specifications Changes:

None

Change Orders:

None

Contracts/Leases

Action Item #2: 2015 Fire Department Equipment Lease

Joe Lyons presented going over the department's request for approval on vehicles and equipment.

Kate Snedeker made the motion to approve the lease/purchase. Randy Graham seconded.

Vote: Yes-2; No-0. Motion carried.

Agreements and/or Memorandum of Understanding (MOU):

None

Consent Agenda

Action Item #3: Performance Bond Release/Acceptance

-Chatham Hills Golf Course

-Grand Park Indoor Sports Arena

John Rankin presented both of the above asking to accept the bonds.

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

Action Item #4: Grand Park Subdivision Secondary Plat

Jennifer Miller presented this stating it is a secondary plat that under the UDO requires a signature of acceptance by the Board of Public Works. No motion to approve is necessary.

Department Reports

- **Fire** –Joe Lyons
- **Parks and Recreation**- not present
- **Police**- Joel Rush
- **Public Works**- not present

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

With no further business the meeting was adjourned at 2:20 P.M.

Deputy Clerk-Treasurer

Board of Public Works and Safety



INDIANA DEPARTMENT OF TRANSPORTATION

Greenfield District
32 South Broadway
Greenfield, IN 46140

PHONE: (317) 467-3411
FAX: (317) 467-3955

Michael R. Pence, Governor
Karl B. Browning, Commissioner

January 14, 2015

Gary Pence
City of Westfield
130 Penn Street
Westfield, IN 46074

RE: LPA Award Recommendation

Dear Mr. Pence:

Please sign and return this notification to verify the LPA is in agreement and wishes to award the contract below, which is within INDOT LPA guidelines for approval.

Contract #:	R-36438
Des #:	1173468
Low Bid Consultant:	Crider & Crider, Inc.
Low Bid Amount:	\$1,519,211.03
Letting Date:	1/14/2015

Local Public Agency Employee of Responsible Charge

Date Signed

Please do not hesitate to contact me if you have any questions.

Sincerely,

Cassandra Hudson

LPA Program Director
Greenfield District

INDIANA DEPARTMENT OF TRANSPORTATION
APPARENT BID RESULTS
FOR THE LETTING OF January 14, 2015

PAGE: 20

DATE: 01/14/15

CONTRACT R -36438-B

FED/STATE PROJECT NO. 1173468

DBE GOAL: 12.00

DESCRIPTION: INTERSECTION IMPROVEMENT, ROUNDABOUT

ENGINEER'S ESTIMATE: \$ 1,645,000.00

CALL: 384

ROUTE:

GREENFIELD DISTRICT

LOCATION: ON 156TH STREET AT SPRINGMILL ROAD

CODE	COUNTY: HAMILTON BIDDER	ADDRESS	PHONE	AMOUNT OF BID	TYPE	LOW	REMARKS
35-1139301	E & B PAVING INC 	ANDERSON Indiana	765-643-5358	\$ 1,597,980.00			
35-1875662	CRIDER & CRIDER INC 	INDIANAPOLIS Indiana	317-334-0758	\$ 1,519,211.03			
35-2094565	3D COMPANY INC 	MUNCIE Indiana	765-288-3326	\$ 1,561,180.49			

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____, 20____ ("Effective Date") by and between City of Westfield, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and RQAW Corporation ("the CONSULTANT"), [an individual residing in the State of _____] [a corporation/limited liability company organized under the laws of the State of Indiana].

Des. No.: 1400864

Project Description: Towne Road from 156th Street to 166th Street

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 December 31, 2018. 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 **\$380,590.00.**

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, its 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. 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, Senior Project Manager
City of Westfield Public Works Department
2706 East 171st Street
Westfield, IN 46074

Notices to the CONSULTANT shall be sent to:

Mr. Richard T. O'Connor, President
RQAW Corporation
10401 N. Meridian Street, Suite 401
Indianapolis, IN 46290

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:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be

delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
 - (i) the CONSULTANT fails to:
 - 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 - 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
 - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 14). 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 LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

RQAW CORPORATION**CITY OF WESTFIELD**

 Signature

 Richard T. O'Connor, President
 (Print or type name and title)

 Signature

 Kenneth Alexander, Director of Public Works
 (Print or type name and title)

 Signature

 XXX, abcd

 (Print or type name and title)

Attest:

 Signature

 XXX, abcd

 (Print or type name and title)

 Signature

 Joseph M. Mrak, Senior Vice President
 (Print or type name and title)

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

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

The CONSULTANT shall be responsible for performing the following activities:

Task 1 Environmental Services

Task 2 Topographic Survey Data Collection

Task 3 Geotechnical Services

Task 4 Road Design and Plan Development (including Signing and Pavement Markings Plans

Task 5 Right of Way Plan Development

- R/W Engineering
- Title Research
- R/W Staking

Task 6 Utility Coordination Services

Task 7 Construction Phase Services

Task 1 Environmental Services

The CONSULTANT shall perform Environmental Services as defined in the scope of work and any addenda to that report when directed. The work may be reviewed by one or some combination of the following: the District, Office of Environmental Services and FHWA. The work will be accomplished following the relevant Federal Highway Administration regulations and guidance documents as well as all other pertinent and applicable federal and state requirements.

All work shall comply with the National Environmental Policy Act (NEPA) and NEPA related regulations and guidelines. The consultant shall follow the Federal Highway Administration (FHWA)/INDOT Streamlining Process and comply with INDOT's Procedural Manual for Preparing Environmental Studies and Categorical Exclusion Manual.

The CONSULTANT will develop the environmental analyses by coordinating with personnel responsible for the development of the project scope as well as the INDOT project manager.

If requested by the LPA/INDOT project manager, the CONSULTANT will attend the initial field meeting to identify potentially sensitive environmental considerations as well as other field meetings that are necessary to conclude their work.

The CONSULTANT will be responsible for all activities required to successfully complete the environmental documentation required by the NEPA and other pertinent and applicable laws and regulations. If the scope of a project changes following approval of the environmental document, the CONSULTANT may be asked to assess whether the document is still valid, and prepare additional environmental documentation if needed.

The CONSULTANT will be responsible for notifying landowners and obtaining access as per State laws.

The CONSULTANT will provide specialized studies required to complete the environmental document. This may include, but is not limited to, archaeological investigations, wetland delineations, stream quality analysis, endangered species studies, Section 106 documentation, hazardous materials investigations, environmental justice investigations, and cumulative impact studies.

INDOT will schedule, conduct, all public information meetings/hearings. The CONSULTANT will be responsible for attending and participating in the presentation of information and production of displays/materials needed for INDOT's public information meetings/hearings.

The CONSULTANT will be responsible for scheduling Section 106 consulting party meetings, coordination meetings, and resource agency meetings as needed. The CONSULTANT will coordinate with the District and/or Central Office staff to ensure compliance with INDOT's public involvement policy.

The CONSULTANT will act as LPA/INDOT's representative at any public information meetings and public hearings.

Deliverables – The completed environmental document and/or other studies along with the appropriate number of copies will be transmitted to the LPA/INDOT project manager for distribution. The CONSULTANT will provide copies of correspondence related to the project if specifically requested to do so by LPA/INDOT.

Task 2 Topographic Survey Data Collection

The CONSULTANT shall survey the project location. The CONSULTANT shall obtain deeds of record, subdivision plats, and section or auditor plats for all properties within the project limits. The CONSULTANT's work shall be in accordance with I.C. 25-21.5; 865 I.A.C. 1-12; and the Indiana Design Manual, Part 3. If there is any conflict between I.C. 25-21.5, 865 I.A.C. 1-12, or the Indiana Design Manual, Part 3, the order of precedence shall be:

1. I.C. 25-21.5
2. 865 I.A.C. 1-12
3. Indiana Design Manual, Part 3

The signature, seal and registration number of the land surveyor registered in the State of Indiana, who was in responsible charge of the survey shall be affixed to the notes submitted to INDOT.

Deliverables – The CONSULTANT shall provide LPA/INDOT with one set of original field notes (transit & level notes) and electronic copy for the data accumulation survey. Deeds of record, subdivision plats, and section or auditor plats for all properties within the project limits shall be submitted to LPA/INDOT. The field notes are to be in approved engineer field books.

Task 3 Geotechnical Services

The CONSULTANT shall make the necessary roadway geotechnical surveys, landslide investigations, and other special investigations and foundation exploration borings for projects at locations within the State of Indiana as directed by Indiana Department of Transportation (INDOT).

Prior to entering upon private property for performing the work, the CONSULTANT shall follow the "Instruction for Entering Upon Private Property", as established by Legislative Acts of 1963. A copy of these instructions is on file with INDOT and is incorporated by reference.

The work shall be performed in accordance with the requirements set out in the current Geotechnical Manual.

The CONSULTANT may be required to do all work or only a portion thereof, as determined by the INDOT Office of Geotechnical Engineering.

The CONSULTANT shall obtain and preserve samples of the subsoil as required, perform the necessary laboratory tests, perform the required geotechnical engineering analyses and prepare and furnish the necessary reports covering the information obtained. If the CONSULTANT is requested to perform the laboratory test on the soil samples and rock cores, these samples shall be delivered to its laboratory no later than at the end of each work week. If the samples are to be tested by INDOT they shall be delivered to the Division of Production Management, Office of Geotechnical Engineering, 120 S. Shortridge Road, Indianapolis, Indiana, no later than the following Monday of each work week. Each soil sample and rock core shall be clearly marked as to project number, contract number, structure number, road number, station, offset, boring number, sample number, core number, blow count depth, etc. INDOT shall determine who will do the laboratory testing and engineering during the drilling operations.

During the drilling operations, whenever a shale material is encountered, the CONSULTANT shall notify INDOT in order to obtain further instructions for sampling procedures. Sampling procedures may include rock core sampling. Shale samples obtained from all core samples shall be tightly wrapped in cellophane or approved material immediately after removal from the core sampler to prevent moisture loss. The core samples shall be labeled in the following manner:

1. Project number
2. Contract number
3. Road number
4. Station, offset & elevation
5. Depth
6. Date
7. Sample marking
8. Sampled by
9. Length core run and length core recovery
10. Other

and delivered to the Division of Production Management, Office of Geotechnical Engineering no later than the following Monday at the end of each week's work.

Upon completion of the laboratory testing all soil samples and rock cores shall become the property of INDOT and shall be disposed of as directed by INDOT.

Borings shall be made to the depth specified through whatever type of material is encountered, including boulders, fill and other types of obstructions. No measurements or payment will be made for borings abandoned or lost before reaching the specified depth except as provided below for "false starts". No boring shall be abandoned without first obtaining the approval from INDOT.

If a boring cannot be completed due to encountering underground utilities or structures, the existence and location of which were not previously known, the boring will be considered a "false start" for which payment will be made. The depth of the false start will be measured and paid for at the unit price per foot established by this contract for the appropriate type drilling.

Sounding items in this contract when used for determining the depth and limits of questionable weak subsurface soils shall only be used when the questionable weak subsurface soils are buried. Other type borings shall be used in order to more accurately determine their extent, after approval has been given by INDOT.

The ground water level shall be measured upon completion of the drilling, at 24 hours after completion of the drilling, and at any later convenient times. After measuring the ground water level at completion of the borings, the boring holes shall be suitably covered, so that there will be no hazard to people, animals, or equipment. After 24 hours or later, when the ground water level has been measured and all other observations, records, and information have been obtained, the holes shall be filled in accordance with INDOT's current "Aquifer Protection Guidelines".

Task 4 Road Design and Plan Development

The CONSULTANT shall prepare preliminary plans, an economic analysis with proposed economic solutions and preliminary estimates of cost, which shall be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: American Association of State Highway and Transportation Officials' "A Policy on Geometric Design of Highways and Streets"; American Railway Engineering Association's "Manual for Railway Engineering"; Indiana Department of Transportation's Standard Specifications; Manual on Uniform Traffic Control Devices; Road, Bridge and Traffic memoranda and INDOT Design Manuals, except as modified by supplemental specifications and special provisions. Such preliminary plans and economical analysis shall be completed to the point required to fulfill the requirements for a Design Public Hearing, and no further work shall be done on the plans, unless and until specifically directed by INDOT.

Following approval of the hearing plans, approval of the Environmental Document, and completion of the Public Hearing requirements, the CONSULTANT shall complete the final design and prepare contract plans, special provisions for the specifications and final cost estimates for the construction of the project.

The cost estimate and unit prices for construction shall be prepared according to INDOT's current practices and shall include all items of work required for the complete construction of the work, including temporary work.

The CONSULTANT shall provide project coordination necessary to develop final plans, including but not limited to:

1. Coordinating with and assisting the appropriate INDOT District and/or Transportation Management Team to develop a Traffic Control Plan, including any special elements identified in the Engineering Assessment report.
2. Coordinating with and supplying necessary plans and design information to INDOT'S railroad unit concerning bridge structures over or under railroads; at-grade highway- railway crossings within the limits of the project; surface, underground or overhead encroachment of railroad rights-of-way and preemption of traffic signals.
3. Coordinating and preparing necessary local agreements for sewers, sidewalks, maintenance of traffic, etc.
4. Coordinating the design with the design of adjacent projects to ensure construction compatibility and continuity.
5. If applicable, direct coordination with INDOT's real estate personnel to respond to questions, meet with property owners, when requested to do so, and submit right-of- way revisions to the real estate personnel in a timely manner.

The CONSULTANT shall arrange and attend such conferences with officials of LPA/INDOT and other interested agencies, as required. The CONSULTANT shall prepare presentation materials for hearings and/or meetings and shall prepare and distribute minutes. Meetings shall include, but shall not be limited to:

1. Field Checks – The CONSULTANT shall arrange and attend the preliminary field check and final field check, if necessary. The CONSULTANT shall prepare the field check notification letter and distribute it along with plans.
2. Railroad Meeting – On projects that involve bridge structures over or under a railroad, the CONSULTANT shall arrange and attend a meeting with INDOT's Railroad Unit prior to the Stage 1 submittal.
3. Fish and Wildlife Meeting – On projects involving bridge structures over waterways and/or wetland replacement, the CONSULTANT shall submit the draft Fish & Wildlife Review form to the project manager prior to the preliminary field check. If requested, a meeting will be held with the District Environmental Scoping Section and/or INDOT's Office of Environmental Services. The final form shall be distributed by the CONSULTANT.

The CONSULTANT shall prepare and submit pavement design requests to INDOT with necessary supporting information.

On projects involving roadways running parallel to streams, the CONSULTANT shall make a study of the possible flood hazards that may be encountered on the project in accordance with 23 CFR 650, Subpart A, entitled "Location and Hydraulic Design of Encroachment of Flood Plains".

The CONSULTANT shall perform hydraulic calculations in accordance with Chapter 4 of the Indiana Design Manual. Calculations for structures greater than 36" in diameter shall be submitted to INDOT's Hydraulics Unit for review.

The CONSULTANT shall perform pH testing a minimum of two times throughout the life of the project design at existing pipe structure locations. When the difference between the first two readings is greater than 0.5, a third test will be required. The result of one of the pH tests may be available in the Geotechnical Report. The value of the pH shall be determined to the nearest 0.5 point. The lower pH value will determine the types of pipe allowed. It is preferable to perform the pH testing at three different times of the year.

On projects with existing underdrains that are not being replaced, the CONSULTANT shall locate existing underdrain outlets by field investigation, show the outlets on the plans, and design whatever corrective measures are necessary to provide a properly functioning underdrain system.

The CONSULTANT shall perform all phases of work described in this Contract necessary to complete the design of the project in conformity with the policies and standards set forth in 23 CFR 625, and in conformity with the standards adopted by the American Association of State Highway and Transportation Officials and approved by the Secretary of Transportation.

The CONSULTANT shall identify the permits required and supply completed permit application forms with documentation necessary to obtain the permits. The CONSULTANT shall prepare the construction plans so that the plans are in compliance with the required permits. The CONSULTANT shall track the status of permits and permit expiration dates to ensure that valid permits will be available for the current project construction schedule.

The responsible registered professional engineer shall affix his/her seal to all plans, specifications and reports.

The CONSULTANT shall review the contract bid package and coordinate necessary corrections with the Contracts Administration Division.

Deliverables - The CONSULTANT shall submit all deliverables to INDOT in accordance with the Indiana

Task 5 Right of Way Plan Development

1. Right of Way Engineering

The CONSULTANT shall be responsible for activities necessary to certify that the right-of-way has been acquired and the project is clear for construction letting.

The CONSULTANT shall prepare final right-of-way plans, title research, legal descriptions, route survey plats or right-of-way parcel plats, acquisition instruments and other materials to be used in the acquisition of right-of-way in accordance with the Right-of-Way Engineering Procedure Manual, hereinafter called the MANUAL and 865 I.A.C. 1-12.

The CONSULTANT shall compare and study the title information and survey data furnished with it. The CONSULTANT shall write the legal description of every right-of-way parcel in conformity with the MANUAL. All documents, plats and plans prepared by the CONSULTANT are to be checked by the CONSULTANT prior to submittal to INDOT. All documents and plats requiring a seal under this Contract may not be reviewed by INDOT for content.

If the plans, aerial mosaics, title information and surveys are furnished to the CONSULTANT, there is no expressed or implied guarantee that conditions so indicated are entirely representative of those actually existing, or that unforeseen developments will not occur. The CONSULTANT is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by INDOT and the actual conditions of the locality, or in case of errors or omissions in said information supplied by INDOT, the CONSULTANT shall make such corrections or additions on the plans, plats, strips, maps, or mosaics as necessary for the proper carrying out of its services. The CONSULTANT is assumed to have made itself familiar with the plans, aerial mosaics, and surveys, and it shall not plead that INDOT or the CONSULTANT, if any, who prepared those materials should assume responsibility for adding the information thereto as required by this Contract and by the MANUAL. It shall be the CONSULTANT'S duty to immediately inform INDOT, in writing, of any such defect, error or omission which cannot be resolved without additional title search or field survey, or which cannot be made without altering the design extent or character of the right- of-way limits as shown by INDOT before proceeding on this portion of the work.

The CONSULTANT may, with prior written approval of INDOT, undertake additional title research in order to resolve errors or omissions in provided abstracting, as may be deemed necessary by INDOT for the purpose of completing the work included in this Contract.

The CONSULTANT may, with the prior written approval of INDOT, undertake field surveys for the purpose of checking title of plan data and/or for the acquisition of vital locative and boundary information which is not contained in existing records, as may be considered necessary to complete the work included in this Contract.

The CONSULTANT may, when requested in writing from INDOT, undertake additional field work, such as right-of-way staking or general layout, as specifically instructed by INDOT. Each right-of-way (parcel) plat and each sheet of legal description and access control clause issued by the CONSULTANT shall be dated and shall bear the signature and seal of the Registered Land Surveyor (Indiana) by whom the same is prepared, or under whose personal supervision the same is prepared by his/ her regularly employed subordinates, and for which he/she takes full responsibility. The CONSULTANT shall bear the responsibility of recording the plats which it prepares.

Taking possession and use by INDOT of completed portions of the work, at any time, shall not be deemed as acceptance of the work so taken or used.

The CONSULTANT shall provide to INDOT, on appropriate electronic media, a copy of prepared legal descriptions, any computer generated land plats and all calculated coordinate points that relate to the work.

The CONSULTANT agrees to attend such conferences with the officials of INDOT and other interested agencies, as may be required, in connection with the work. The CONSULTANT will make its services available to INDOT during the land appraising and acquisition for the interpretation of its work where disagreement may arise. The CONSULTANT will be available during appraising and acquisition in the event unforeseen or unusual conditions arise.

The CONSULTANT shall review the construction plans to verify that the right-of-way lines shown match those shown on the final right-of-way plans prior to submitting final construction plans.

Deliverables - The CONSULTANT shall furnish the Right-of-Way Plans in accordance with Chapter 85 of the Indiana Design Manual. The CONSULTANT will submit each parcel file to INDOT upon completion of the described services.

2. Title Research Services

A. PREPARATION OF TITLE AND ENCUMBRANCE REPORTS – PERMANENT RIGHT-OF-WAY

1. COVER SHEET

- a. The TITLE AND ENCUMBRANCE REPORT cover sheet shall follow the format shown below.
- b. The cover sheet of each Title and Encumbrance Report shall be identified with the Project Number, County, Political Township, RW Code Number, Parcel Number, Road Number, Des. Number and the name of the presumptive fee owner as shown on the right-of-way plans.
- c. A brief legal description shall be provided, including the quarter section or subdivision lot number, section number, township and range numbers (including direction), the acreage (unless in subdivision), and the assessed values of the land and improvements.
- d. The record owner(s), as of the certification date, shall be identified exactly as shown in the instrument vesting title in them. The address of the record owner(s) and complete recording information shall also be provided.
- e. Active mortgages shall be shown on the cover sheet. If multiple mortgages are active, a note may be used to direct the reader's attention to the chain of title.
- f. Judgments, easements and tax information shall be identified by the applicable entry numbers from the chain of title. The status of the taxes shall be noted on the cover sheet.
- g. The cover sheet shall include the certification statement shown below. The consultant performing the search shall sign and date the cover sheet.

TITLE AND ENCUMBRANCE REPORT

Indiana Department of Transportation
Division of Production and Planning
Real Estate Section

RW Code: **Parcel:** **County:** **Pol. Twp.:**

Project: **Road:** **Des. No.**

Name on Plans:

Description or Addition	Sec.	Twp.	Rge.	Acreage	Assessed Values		Key Number
					Land	Improve.	

LAST OWNER OF RECORD

Name:

Address:

Title Acquired By:

MORTGAGE RECORD

Mortgage Record: **Page:** **Amount:** **Dated:**

Mortgagor:

Mortgagee:

Judgments:

Easements:

Taxes:

Taxes are current.

CERTIFICATE

I certify that I have searched the records of the above named county for the required period of time and that all recorded transactions which affect the ownership of the caption real estate during that period are set forth in the attached chain of title. I further certify that the information summarized above represents the current status of the fee ownership and encumbrances against the caption real estate.,

DATED: _____

SIGNED: _____
CONSULTANT

2. CAPTION

- a. Page 2 shall begin with the identification of the property covered by the Title and Encumbrance Report, hereinafter referred to as the caption. The caption shall be identified by the instrument number of the instrument conveying title to the current fee owner. Any sell-offs shall be identified in the same manner. See Section A.4 for more information pertaining to the caption.

3. CONTIGUOUS PROPERTY

- a. A statement regarding contiguous property shall follow the caption identification. See Section A.5 for more information pertaining to contiguous property.

4. CHAIN OF TITLE

- a. The chain of title shall be presented as entries which address all conveyances and encumbrances that affect the caption property. The entries shall be listed chronologically, by date, from the oldest to the newest.
- b. The chain of title shall begin with the first conveyance of the caption property which falls at least twenty years prior to the day of the search and provides an adequate legal description. Each instrument which conveys or encumbers the caption, or a portion thereof, shall be listed as an entry in the chain of title. A copy of each instrument shall be attached to the Title and Encumbrance Report and labeled as to its respective entry number and the recorded book and page (or instrument) number.
- c. Each entry in the chain of title which conveys the caption, or a portion thereof, shall include the following information: grantor, grantee, type of conveyance or legal action, and complete recording information.
- d. Any sell-offs from the caption shall be identified as such and accepted. A copy of the conveyance from the owner of the caption shall be attached. In additions, any instruments referred to in the caption description, or required to define the caption description, shall be copied and attached.
- e. If the real estate described in the caption is part of a subdivision, one legible copy of the subdivision plat shall be furnished, including the complete metes and bounds description, dedication, all approvals and certificates, etc. One legible copy of the subdivision plats for any other subdivisions named in the instruments which convey the caption, or a portion thereof, shall also be furnished.
- f. In the event that the last conveying instrument contains an incomplete or faulty legal description, the Consultant shall make a note to that effect.
- g. When it is necessary to use the legal descriptions from two or more conveying instruments to formulate the caption, each legal description shall be given a tract number for reference purposes.
- h. All easements shall be fully described as to grantor, grantee, and complete recording information. A copy of the instrument shall be attached. Blanket easements which affect the entire caption may be described with a statement to that effect.
- i. Leases, liens, mortgages, assignments of rent, etc. shall be identified and described by the same method used for easements. In addition, any subsequent assignments shall be shown.
- j. The tax statement shall be the last entry and include the following information: the name under which the real estate is assessed, the political township, the "Key" number (with each tract identified, if applicable), the amount and current status of the taxes.
- k. Any defects in the chain of title shall be accompanied by the title researcher's note explaining the defect.

5. CONTIGUOUS PROPERTY

- a. A search for contiguous property is required for the Department's Engineering and Condemnation procedures.
- b. Contiguous property is property that is owned by the same entity as the caption and 1) has

“unity for use” with the caption property, 2) is conveyed in the caption instrument or instruments, or 3) is adjacent to the caption property.

- c. Any property conveyed in the caption conveyance must be accounted for. It is either contiguous property (requiring a statement to that effect); has been sold off (requiring a copy of the instrument of conveyance); or is beyond a one mile radius of the caption property (requiring a statement to that effect).
- d. Any property that is known to have “unity of use” with the caption property shall be shown as contiguous property.
- e. Any property that is indicated on the plans supplied by the Department as being owned by the same entity as owns the caption property should be accounted for as contiguous. A statement indicating that contiguous property instruments are attached will suffice.
- f. A statement indicating that no contiguous property was found is required when none of the above conditions have been met.
- g. No liability shall be incurred by the Consultant regarding contiguous property.

6. AUDITOR/ASSESSOR PLATS

- a. The Consultant shall provide one copy of the Auditor’s or Assessor’s plat(s), which covers the project area, and one copy of any applicable subdivision plat(s).

7. GENERAL

- a. Each Title and Encumbrance Report and the attachments thereto shall be submitted in DUPLICATE.
- b. If there are any questions concerning the information required, or any problems that need to be discussed, please feel free to contact the appropriate District Real Estate Manager.
- c. The Consultant agrees to testify in court in behalf of the State on any title work prepared under this contract should he/she be required to do so by the Department. In consideration for actions taken by the consultant, the department will agree in writing to fees for testimony prior to the date the consultant must testify.
- d. The Consultant agrees to follow accepted principles and techniques as shown and any necessary interpretation of these furnished by the Department. Any parcel that does not meet such requirements shall be further documented without additional compensation to the Consultant.

B. PREPARATION OF TITLE AND ENCUMBRANCE REPORTS – TEMPORARY RIGHT-OF-WAY

1. COVER SHEET

- a. The cover sheet shall follow the format as found in Attachment “1”, with the words “TEMPORARY R/W” added to the title.
- b. The cover sheet of each Temporary R/W Title and Encumbrance Report shall be identified with the Project Number, County, Political Township, RW Code Number, Parcel Number, Road Number, and Des. Number and the name of presumptive fee owner as shown on the right-of-way plans.
- c. A brief legal description shall be provided, including the quarter section or subdivision lot number, section number, township and range numbers (including direction), the acreage (unless in subdivision) and the assessed values of the land and improvements.
- d. The record owner(s), as of the certification date, shall be identified exactly as shown in the instrument vesting title in them. The address of the record owner(s) and complete recording information shall also be provided.
- e. No mortgage search is required for temporary R/W.
- f. No judgment or easement searches are required for temporary R/W.
- g. The status of the taxes shall be noted on the cover sheet.
- h. The cover sheet shall include a certification statement which indicated that the search was abbreviated for temporary R/W purposes only. The consultant performing the search shall sign and date the cover sheet.

2. CAPTION

- a. Page 2 shall begin with the identification of the property covered by the Title and Encumbrance Report, hereinafter referred to as the caption. The caption shall be identified with instrument number of the instrument conveying title to the current fee owner. Any sell-offs shall be identified in the same manner. See Section A.4 for more information pertaining to the caption.

3. CONTIGUOUS PROPERTY

- a. A statement regarding contiguous property shall follow the caption identification. See Section A.5 for more information pertaining to contiguous property.

4. TAXES

- a. The “key” number and current status of the taxes shall be noted. Any delinquent taxes shall be identified.

5. GENERAL

- a. The Consultant shall furnish a copy of the deed(s) which conveyed the caption to the current fee owner and any sell-offs.
- b. Each Title and Encumbrances Report and the attachments thereto shall be submitted in DUPLICATE.

C. SUPPLEMENTAL TITLE AND ENCUMBRANCE REPORTS (UPDATES)

- 1. When requested, the Consultant shall provide title work from the date of the original Title and Encumbrance Report to the present date. The Consultant shall provide the following, in duplicate:
 - a. A cover sheet which identifies any changes and the associated recording documents. In addition, the Consultant shall note the current status of the taxes.
 - b. Copies of any documents recorded since the date of the original Title and Encumbrance Report which affect the caption property.

Task 6 Utility Coordination Services

The CONSULTANT shall perform utility coordination in accordance with the following:

- 1. The “New Paradigm” for utility coordination, as presented during Utility Coordinator Certification Training, including but not limited to:
 - a. “Everyone knows where everyone goes” and
 - b. “No surprises to our teammates”.
- 2. 105 IAC 13 Utility Facility Relocations On Construction Contracts.
- 3. Indiana Design Manual (IDM) Chapter 104 Utility Coordination.

The CONSULTANT shall have an INDOT certified Utility Coordinator as part of the project team.

The CONSULTANT shall have an INDOT certified Utility Coordinator perform the following utility coordination tasks covered in IDM Chapter 104.:

- 1. Present project reports necessary for project delivery such as status reports and risk reports.
- 2. Recommend work plans for approval including, narrative portion, relocation drawing, cost estimates and proof of property interests.
- 3. Recommend work plan addendums for approval.
- 4. Lead or facilitate meetings involving utility specific activities such as ‘kick-off’ meetings, conflict resolution meetings and reimbursement eligibility meetings.
- 5. Facilitate the discussion of cost estimates, reimbursement, reimbursable status or agreements with utility companies and INDOT.
- 6. Review and recommend approval of utility consultants and utility contractors.
- 7. Review and sign all required letters to utility companies.

8. Prepare and sign all required contract letting documents.
9. Conduct post letting coordination services.

At the start of a project, the CONSULTANT shall develop and thereafter maintain a schedule of activities to deliver the project. The schedule shall include pre-letting and post-letting utility coordination activities, including but not limited to the following items.

1. Obtain from the INDOT Project Manager:
 - a. The target date for the roadway to be open to traffic
 - b. The target date for utility relocations to be complete.
2. Send out the initial notice.
3. Meet face to face with utility companies to determine:
 - a. What are the utility right of way needs,
 - b. What is the basis for reimbursement for the utility facilities, if any,
 - c. What is the estimate of cost to relocate the utility facilities,
 - d. What is the utility schedule to relocate, if such is necessary
 - e. Where would the utility companies relocate their facilities, if such is necessary,
 - f. How can the highway project be designed to avoid the utilities
 - g. Do the utility companies have elevations for their facilities and is Subsurface- Utility Engineering (SUE) needed.
4. Send out the request for verification.
5. Send out the request for conflict analysis.
6. Send out the request for work plans.
7. Delivery of the utility certificate and utility special provision to the INDOT Oversight Agent and INDOT Project Manager for approval, and.
8. Date each utility will be out of conflict with the highway project.

All utility coordination services are under the direction of an INDOT Oversight Agent who coordinates with the INDOT Project Manager.

The CONSULTANT shall design the project to avoid the relocation of utility facilities when feasible and to minimize the financial impact to the project and to the utilities.

Prior to stage 2 plans, the CONSULTANT shall report in writing to the INDOT Project Manager and the INDOT Oversight Agent which utilities may be relocated and the reason they may be relocated.

The CONSULTANT shall conduct office reviews, field reviews, investigations, meetings and communications as needed for utility coordination services.

The CONSULTANT shall prepare notices, letters, drawings and agreements for utility coordination services.

The CONSULTANT shall provide legal notice before entering private property.

The CONSULTANT shall perform constructability reviews of the project and utility relocation work in accordance with the Constructability Manual, <http://www.in.gov/indot/2697.htm>.

The CONSULTANT shall prepare agreements for reimbursable utility relocation work and utility relocation work that will be performed by the INDOT highway construction contractor.

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.

When requested by INDOT, the CONSULTANT shall use subsurface utility engineering locating and designating information when investigating utility conflicts.

The CONSULTANT shall review plan sheets, cross sections, relocation work plans and schedules to verify that identified utility facility conflicts are resolved.

Before Stage 2 design is complete, the CONSULTANT shall have a face to face meeting with utility companies to discuss the following:

1. What are the utility right of way needs,
2. What is the basis for reimbursement for the utility facilities, if any,
3. What is the estimate of cost to relocate the utility facilities,
4. What is the utility schedule to relocate if such is necessary
5. Where would the utility company relocate their facilities if such is necessary,
6. How can the highway project be designed to avoid their facilities
7. Do the utility companies have elevations for their facilities and is SUE needed.

Before Stage 3 design is complete, the CONSULTANT shall deliver to the INDOT Oversight Agent a revised estimate of the reimbursable utility relocation costs.

Before the Ready for Contracts date, the CONSULTANT shall deliver to the INDOT Oversight Agent a work plan for each utility within the area of the project. A 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.

The CONSULTANT shall upload the following items for all utilities within the area of the project via the INDOT ERMS Web Portal not later than 90 days prior to the contract letting:

1. Utility relocation work plan
2. Utility coordination certificate
3. Utility special provision

The CONSULTANT shall act as a liaison between utility companies and INDOT, answering questions, interpreting plans, coordinating activities, and other actions as needed.

Task 7 Construction Phase Services

Following the award of the construction Contract, the CONSULTANT will be responsible for attending the pre-construction meeting. During the course of construction, the CONSULTANT shall be available at reasonable times during normal working hours to respond to reasonable inquiries concerning the accuracy or intent of the CONSULTANT's plans. All such inquiries shall be made only by persons designated by INDOT to interpret the plans and Contract documents for the benefit of the contractors and subcontractors performing the work. The CONSULTANT shall not be required to respond to inquiries by persons other than INDOT's designated representative and shall not be required to engage in exhaustive or extensive analysis or interpretation of the plans.

The CONSULTANT shall review all shop drawings on projects involving Mechanically Stabilized Earth retaining walls, culvert structures, traffic control work, signing, lighting, signals or other items as outlined in Chapter 14 of the Indiana Design Manual.

If during the construction phase it is determined that unforeseen or unusual conditions arise, the CONSULTANT shall revise the plans with INDOT approval.

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. Plans of existing roadway, bridge, signals etc. within the project limits.
4. All written views pertinent to the location and environmental studies that are received by INDOT.
5. Traffic assignments, Traffic Signal Warrants (New Signal), Traffic Lighting Warrants (New Lighting).
6. Necessary permit forms and permit processing (US Army Corps of Engineers, US Coast Guard, and/or Indiana Department of Natural Resources).
7. Available data from the transportation planning process.
8. Utility plans available to INDOT/LPA covering utility facilities govern the location of signals and underground conduits throughout the affected areas.
9. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract.
10. Existing water quality data.
11. Assistance to the CONSULTANT by placing at his disposal all available information pertinent to the project.
12. Designate a person as project coordinator to coordinate activities between CONSULTANT, INDOT, LPA, UTILITIES and HAMILTON COUNTY.

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:

- Topographic Survey and Route Survey Plat – 60 calendar days from Notice to Proceed.
- Stage 1 Plans – 90 calendar days from completion of Topographic Survey.
- Preliminary Field Check – 60 calendar days from acceptance of Stage 1 Plans.
- Stage 2 Plans – 90 calendar days from acceptance of Preliminary Field Check.
- Public Hearing and Design Approval – 90 calendar days from acceptance of Stage 2 Plans.
- Stage 3 Plans – 60 calendar days before Tracings Submittal (estimated February 10, 2017).
- Tracings – 14 weeks prior to INDOT Letting (estimated April 19, 2017).
- Anticipated Ready for Contracts (estimated May 3, 2017).
- Anticipated Letting (estimated July 12, 2017)

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

1. The CONSULTANT shall receive as payment for the work performed under this Agreement the total fee not to exceed **\$380,590.00**, unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY and the Indiana Department of Transportation.
2. The CONSULTANT will be paid for the work performed under this Agreement on a lump sum basis in accordance with the following fees:

Task 1	Environmental Documents and Permits	\$ 55,700.00
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Environmental Documents - \$42,100.00
IDEM Section 401 & 404 RGP Permit - \$5,150.00
IDNR Construction in Floodway Permit - \$8,450.00

Task 2	Topographic Survey Data Collection	\$ 37,300.00
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Task 3	Geotechnical Engineering and Pavement Design	\$ 24,000.00
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Task 4	Roadway Design and Plan Development	\$ 200,000.00
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Task 5	Right-of-Way Plan Development (assuming 12 parcels)	\$ 48,590.00
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1. Right-of-Engineering – 12 X \$3,000 = \$36,000.00
2. T & E Reports = \$0,000.00 (see breakdown below)
 - A. Residential – 9 X \$325 = \$2,925.00
 - B. Ag/Commercial – 7 X \$395 = \$2,765
 - C. Right-of-Way Staking – 12 X \$575 = \$6,900

Task 6 & 7	Utility Coordination and Construction Phase services	\$ 15,000.00
	(During Project Construction)	

<u>Total :</u>	<u>\$ 380,590.00</u>
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The CONSULTANT shall not be paid for any service performed by the LOCAL PUBLIC AGENCY or not required to develop this project.

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

B. Method of Payment

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

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

The invoice vouchers shall represent the value, to the City of Westfield, of the partially complete work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each task in Section A.2 of this Appendix, including percentage completed and prior payments.

2. The City of Westfield, for and in consideration of the rendering of the services provided for in Appendix “A”, agrees to pay to the CONSULTANT for rendering such services the fees established above in the following manner:
 - a. For each task, and upon receipt of invoices from the CONSULTANT and the approval thereof by the City of Westfield, payments covering the work performed shall be due and payable to the CONSULTANT, such payments to be equal to an amount arrived at by multiplying the percentage of the specified work by the fee heretofore set forth. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.
 - b. Upon approval by the City of Westfield, after submittal of the completed work, a sum of money equal to the fees heretofore set forth, less the total of the amounts of the partial payments previously paid to the CONSULTANT under section B.2.a of the Appendix “D”, shall be due and payable to the CONSULTANT.
 - c. The CONSULTANT shall only bill for work completed on the above tasks. If any task is eliminated then no additional billing will be allowed. If a portion of work is completed for a task then the CONSULTANT shall bill for that work completed.
3. If the City of Westfield does not agree with the amount claimed by the CONSULTANT on an invoice voucher, it will send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT’s address on page 13 of this Agreement or the CONSULTANT’s last known address.



INDIANA DEPARTMENT OF TRANSPORTATION

Driving Indiana's Economic Growth

100 North Senate Avenue
Room N749
Indianapolis, Indiana 46204

Michael R. Pence, Governor
Karl B. Browning, Commissioner

External Audit <http://www.in.gov/indot/2846.htm>
Division of Economics, External Audit, and Performance Metrics

December 15, 2014

Re: Report on Review of Financial Prequalification submission **15-15-99**
For Fiscal Year Ending: June 30, 2014

Richard O'Connor
RQAW Corporation
10401 N. Meridian Street
Indianapolis, IN 46290

Dear Mr. O'Connor:

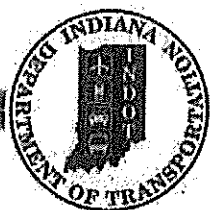
External Audit has reviewed the Financial Prequalification submittal by RQAW Corporation for the fiscal year ending June 30, 2014. This notice is to report the results of the financial review. For further information regarding the overall Prequalification status of your firm, including technical requirements, 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 #9671.

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 224.14%, facilities capital cost of money rate of 0.51%** and expressed the opinion that these rates present fairly, in all material respects, the direct labor, fringe benefits, and general overhead of RQAW Corporation for the period ending June 30, 2014.

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 December 31, 2015.** 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 \$779,354 Direct and \$652,976 Indirect, for a total of \$1,432,330.



INDIANA DEPARTMENT OF TRANSPORTATION

Driving Indiana's Economic Growth

100 North Senate Avenue
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Indianapolis, Indiana 46204

Michael R. Pence, Governor
Karl B. Browning, 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 \$0.380.

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 Mark Ratliff, Director of Economics, External Audit, and Performance Metrics at (MRatliff@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: Courtney Short, RQAW Corporation
David E. Brewer, Manager of External Audit, INDOT
Karen Macdonald, Prequalification Engineer, INDOT
John Leming, Consultant Prequalification Analyst, INDOT

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)

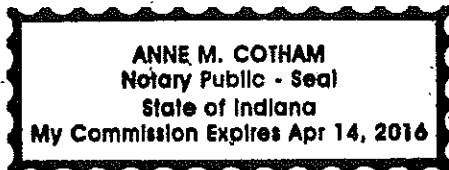
the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44-1-3; however, 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.

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.):

Jan 7 2015 _____
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: *Kim Strong*
(Signature of Public Servant)

Date: Jan 7, 2015

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.

Document Prepared by:
Kim Strong
Deputy Clerk Treasurer
City of Westfield

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 Gussard
139 Grand Station Cir. Westfield, IN 46074

2. Title or Position With Governmental Entity: _____

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 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.):

*pay wages to 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)

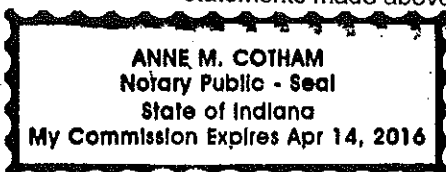
the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44-1-3; however, 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.):

Apr 7, 2015
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: *Carol J. Lussard*
(Signature of Public Servant)
Date: *Apr 7, 2015*

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.

Document Prepared by:
Kim Strang
Deputy Clerk Treasurer
City of Westfield



Mayor
Andy Cook

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

Clerk Treasurer
Cindy J. Gossard

Public Works Department

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

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

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:

- Templeton Ridge (Bond #820109549 - \$97,973.98)
- Harmony Section 2 (Bond #1114585 - \$580,900.29)

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:

- 2014 Fall Resurfacing & Road Maintenance Program City of Westfield, Indiana, Grady Brothers, Inc. (Bond #106089855 - \$72,692.00)
- 2014 fall Resurfacing & Road Maintenance Program City of Westfield, Indiana, Midwest Paving, LLC. (Bond #7641723 - \$149,909.83)
- 2014 Fall Resurfacing & Road Maintenance Program City of Westfield, Indiana, F.E. Harding Asphalt Companies, Inc. (Bond # B1204196 - \$58,600.00)

Maintenance Bond Acceptance

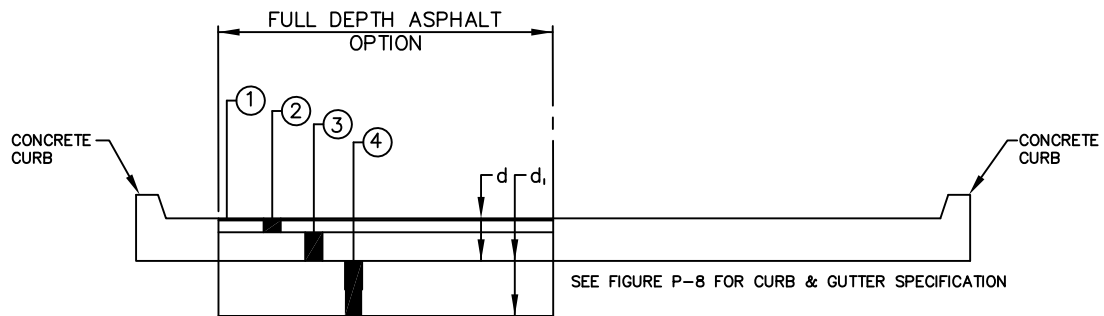
The Westfield Public Works Department is recommending that the Board of Public Works and Safety accept the following Maintenance Bonds for the requested developments:

- 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:

- None



LOCAL STREETS

	ASPHALT 1 d=10.5" d _i =14" d+d _i =24.5"	ASPHALT 2 d=10.5" d _i =12" d+d _i =22.5"
①	1.5" SURFACE 9.5 mm	1.5" SURFACE 9.5 mm
②	3" BINDER 19 mm	3" BINDER 19 mm
③	6" COMP. AGGR. (SIZE No. 53)	6" COMP. AGGR. (SIZE No. 53)
④	SUBGRADE TRMT. * TYPE IB	SUBGRADE TRMT. TYPE IC

NOTE:

* CHEMICAL MODIFICATION SHALL BE IN ACCORDANCE WITH INDOTSS
215 AND 913.

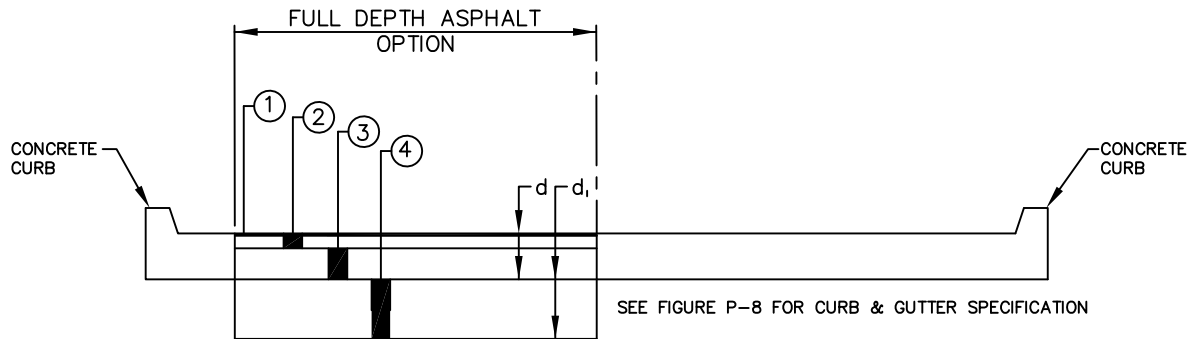
TYPICAL PAVEMENT SECTIONS



CITY OF WESTFIELD, INDIANA

Phillip A. Sundling 1/22/15
DATE

FIGURE P-1



COLLECTOR STREETS

	ASPHALT 1 d=7.5" d=14" d+d=21.5"	ASPHALT 2 d=12.5" d=14" d+d=26.5"
①	1.5" SURFACE 9.5 mm	1.5" SURFACE 9.5 mm
②	2.5" BINDER 19 mm	2.5" BINDER 19 mm
③	3.5" BASE 19 mm	2.5" BINDER 19 mm
④	SUBGRADE TRMT. * TYPE IB OR IC	6" COMP. AGGR. (SIZE No. 53)
⑤		SUBGRADE TRMT. * TYPE IB OR IC

NOTE:

- * CHEMICAL MODIFICATION SHALL BE IN ACCORDANCE WITH INDOTSS 215 AND 913.

TYPICAL PAVEMENT SECTIONS

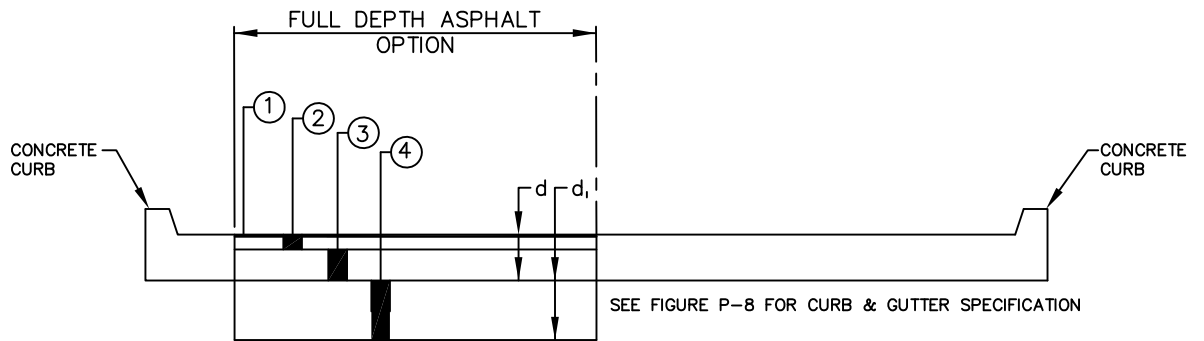


CITY OF WESTFIELD, INDIANA

Phillip A. Sundling

1/22/15
DATE

FIGURE P-2



INDUSTRIAL AND ARTERIAL

	ASPHALT 1 d=10" d=14" d+d=24"	ASPHALT 2 d=15" d=14" d+d=29"
①	1.5" SURFACE 9.5 mm	1.5" SURFACE 9.5 mm
②	2.5" BINDER 19 mm	2.5" BINDER 19 mm
③	2.5" BASE 19 mm	5.0" BASE 25 mm
④	3.5" BASE 19 mm	6" COMP. AGGR. (SIZE No. 53)
⑤	SUBGRADE TRMT. * TYPE IB OR IC	SUBGRADE TRMT. * TYPE IB OR IC

NOTE:

- * CHEMICAL MODIFICATION SHALL BE IN ACCORDANCE WITH INDOTSS 215 AND 913.

TYPICAL PAVEMENT SECTIONS



CITY OF WESTFIELD, INDIANA

Phillip A. Sundling

1/22/15
DATE

FIGURE P-3



Mayor
Andy Cook

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

Clerk Treasurer
Cindy J. Gossard

**Economic and
Community Development**

(317) 804-3170 office
(317) 804-3181 fax

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

January 22, 2015

TO: Board of Public Works and Safety

FROM: Jesse Pohlman, Senior Planner
Department of Economic and Community Development

RE: Oak Park, Section 2 Secondary Plat

Attached is a copy of a secondary plat for the Oak Park, Section 2, which consists of twenty-eight (28) single-family residential lots, located in the southeast quadrant of Oak Road and 161st Street (please see attached location exhibit).

The City Council approved the change of zoning ordinance for the SF2 District on July 14, 2014, and the Plan Commission approved the Primary Plat on October 20, 2014. The attached Secondary Plat was reviewed by the Technical Advisory Committee at its November 18, 2014, meeting and is now being presented to you for your acceptance of the public rights-of-way and signatures prior to being recorded.

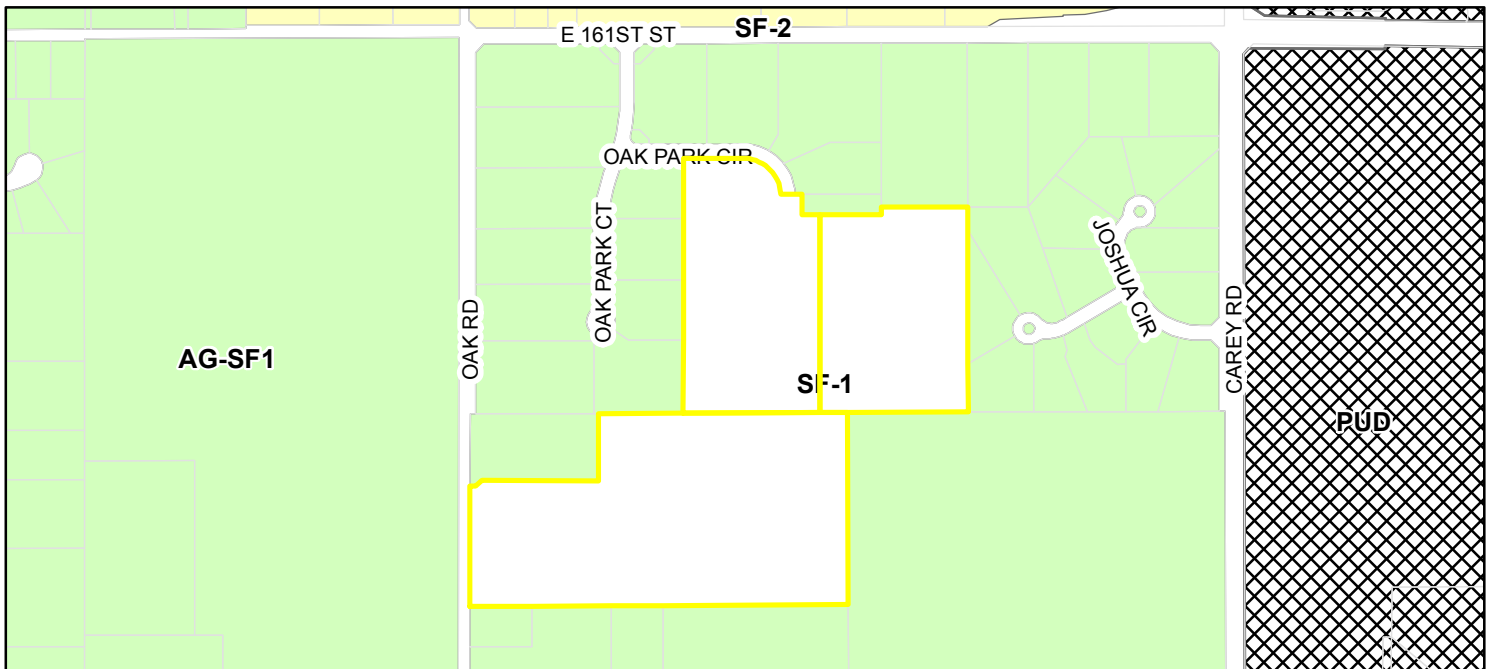
Attachments: Secondary Plat
Location Exhibit

Aerial Location Map

Site



Zoning Map



Zoning

AG-SF1 (Agriculture - Single Family - 1)	GB-PD (General Business - Planned Development)	MF-2 (Multiple Family - 2)	SF-3 (Cluster (Single Family - 3 Cluster))
AG-SF1I (Agriculture - Single Family - 1 In-town)	GO (General Office)	MF-1 (Multiple Family - 1)	SF-4 (Single Family - 4)
EI (Enclosed Industrial)	GO-PD (General Office - Planned Development)	OI (Open Industrial)	SF-4 Pre-1994 (Single Family - 4 Pre-1994)
EI-PD (Enclosed Industrial - Planned Development)	LB (Local Business)	OI-PD (Open Industrial - Planned Development)	SF-5 (Single Family - 5)
GB (General Business)	LB-H (Local Business - Historical)	PUD (Planned Unit Development)	SF-A (Single Family - Attached)
	LB-PD (Local Business - Planned Development)	SB-PD (Special Business - Planned Development)	
		SF-2 (Single Family - 2)	
		SF-3 (Single Family - 3)	

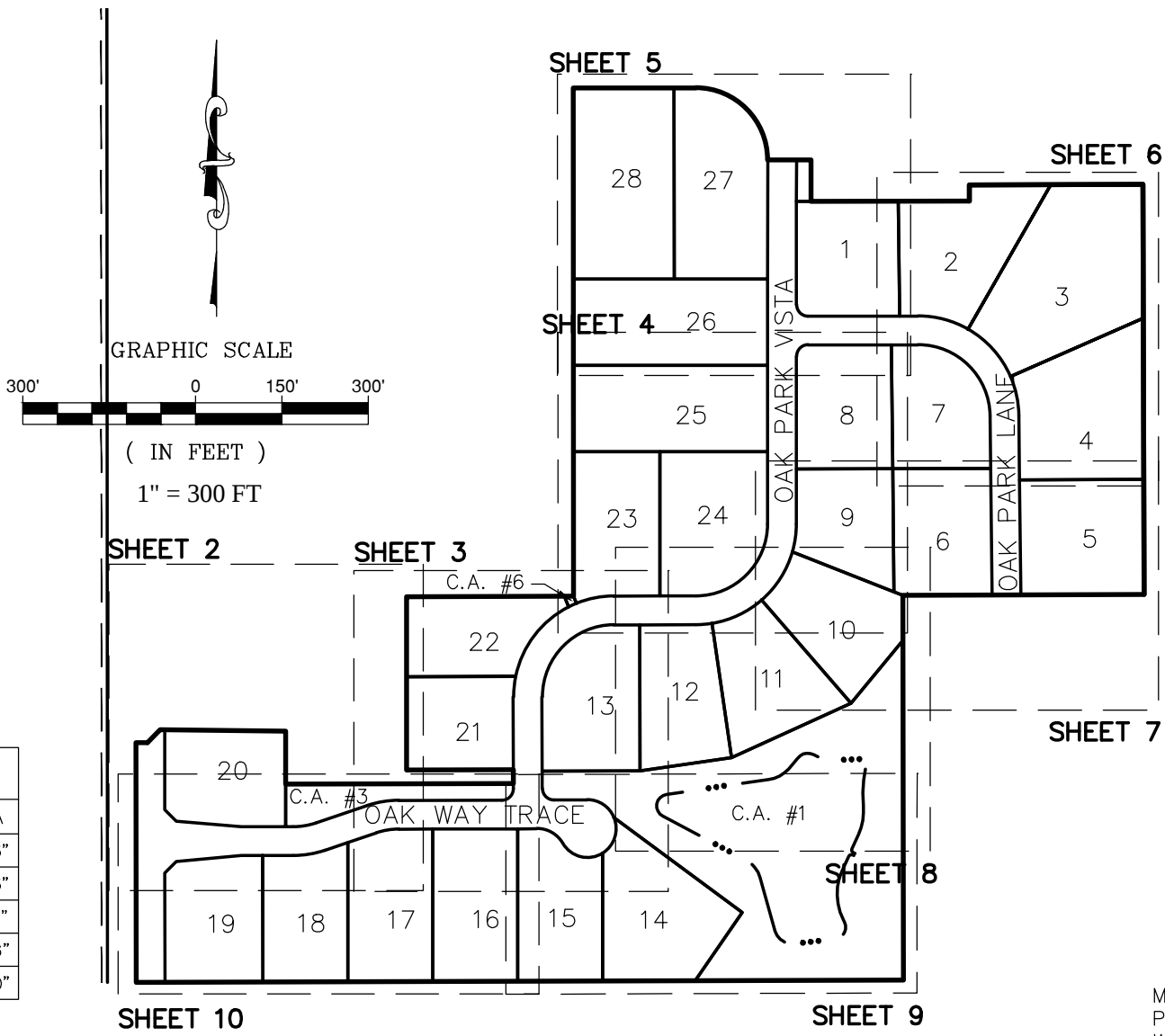
THIS INSTRUMENT PREPARED BY:
DENNIS D. OLMSTEAD, RLS
STOEPPELWERTH & ASSOCIATES, INC.
7965 E. 106TH STREET
FISHERS, INDIANA 46038
PHONE: (317) 849-5935

THIS INSTRUMENT PREPARED FOR:
PEDCOR INVESTMENTS, A LIMITED LIABILITY COMPANY
770 3RD AVENUE SW
CARMEL, INDIANA 46032
CONTACT: CRAIG LINTNER
PHONE: 317-208-3769

SOURCE OF TITLE
WARRANTY DEED INSTR. NO. 2014005514

OAK PARK SECTION 2 SECONDARY PLAT

(PART OF SE ¼ OF SECTION 7, T18N-R4E,
WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA)



CURVE TABLE: CENTERLINE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING	DELTA
C1	150.00'	48.33'	24.37'	48.12'	N80°35'58"E	18°27'33"
C2	150.00'	48.33'	24.37'	48.12'	N80°35'58"E	18°27'33"
C3	150.00'	235.24'	149.62'	211.86'	N44°53'43"E	89°51'18"
C4	150.00'	235.05'	149.43'	211.73'	N44°55'54"E	89°46'56"
C5	150.00'	234.03'	148.42'	211.00'	S45°20'11"E	89°23'30"

CURVE TABLE: RIGHT-OF-WAY						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	CHORD BEARING	DELTA
C6	56.38'	175.00'	28.44'	56.14'	S80°35'58"W	18°27'33"
C8	40.27'	125.00'	20.31'	40.10'	S80°35'58"W	18°27'33"
C10	53.86'	52.00'	29.63'	51.49'	N60°29'46"W	59°20'57"
C11	79.49'	50.00'	50.96'	71.38'	N76°22'07"W	91°05'39"
C12	70.76'	50.00'	42.77'	65.00'	S17°32'34"W	81°05'00"
C13	58.62'	50.00'	33.20'	55.32'	S56°35'06"E	67°10'19"
C14	31.46'	20.00'	20.05'	28.32'	S45°06'06"E	90°08'19"
C16	196.03'	125.00'	124.68'	176.55'	S44°53'43"W	89°51'18"
C17	157.41'	175.00'	84.48'	152.16'	N37°27'41"E	51°32'10"
C18	15.02'	175.00'	7.51'	15.01'	N65°41'17"E	4°55'02"
C19	66.21'	175.00'	33.50'	65.81'	S78°59'05"W	21°40'34"
C20	28.07'	175.00'	14.07'	28.04'	S85°13'39"W	9°11'25"
C21	96.41'	175.00'	49.46'	95.19'	S64°51'01"W	31°33'50"
C22	100.89'	175.00'	51.89'	99.50'	S32°33'11"W	33°01'51"
C23	48.86'	175.00'	24.59'	48.70'	S8°02'21"W	15°59'49"
C24	195.87'	125.00'	124.53'	176.44'	N44°55'54"E	89°46'56"
C25	31.39'	20.00'	19.97'	28.27'	S45°00'15"W	89°55'38"
C27	195.02'	125.00'	123.68'	175.84'	N45°20'11"W	89°23'30"
C28	90.90'	175.00'	46.50'	89.88'	S75°09'08"E	29°45'37"
C29	111.76'	175.00'	57.86'	109.87'	S41°58'34"E	36°35'30"
C30	70.37'	175.00'	35.67'	69.90'	S12°09'38"E	23°02'23"
C37	35.81'	175.00'	17.97'	35.75'	N5°49'50"E	11°43'33"
C38	31.44'	20.00'	20.03'	28.30'	S44°59'45"E	90°04'22"

LEGEND

ADDRESS	
69	LOT NUMBER
B.L.	BUILDING LINE
C.A.	COMMON AREA
D.&U.E.	DRAINAGE & UTILITY EASEMENT
D.&S.E.	DRAINAGE & SEWER EASEMENT
D.U.&S.E.	DRAINAGE UTILITY & SEWER EASEMENT
D.U.&S.S.E.	DRAINAGE UTILITY & SANITARY SEWER EASEMENT
L.M.A.E	LANDSCAPE MAINTENANCE ACCESS EASEMENT
L.O.S.E.	LINE OF SITE EASEMENT
N.A.E.	NON ACCESS EASEMENT
R.D.E.	REGULATED DRAINAGE EASEMENT
R/W	RIGHT OF WAY
T.C.E.	TREE CONSERVATION EASEMENT
T.O.B.L.	TOP OF BANK LINE
U.E.	UTILITY EASEMENT
VAR.	VARIABLE
△	SECTION CORNER

SUBDIVISION MONUMENTATION

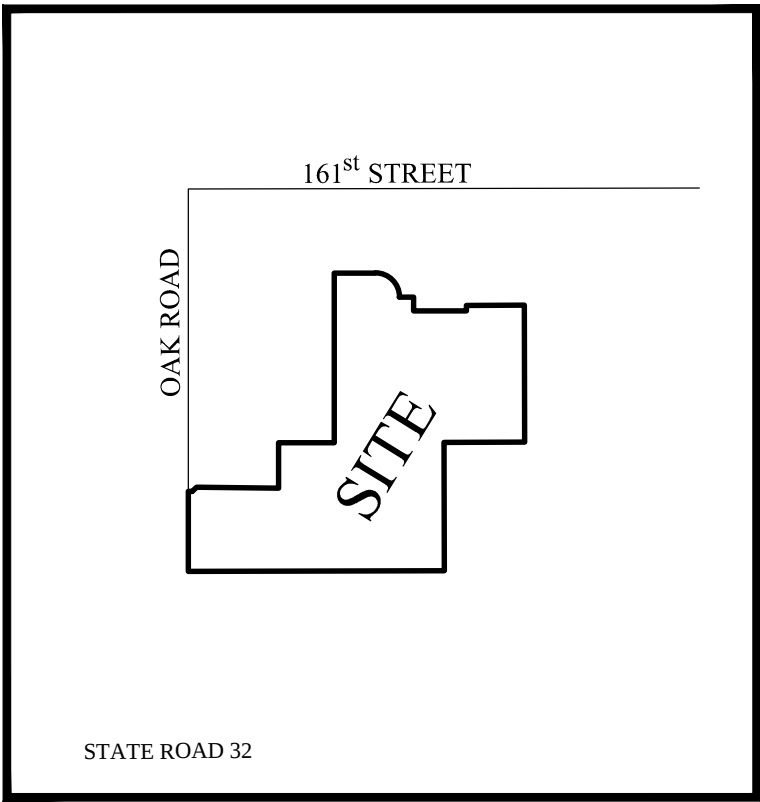
MONUMENTS THAT ARE SHOWN ON THIS PLAT HAVE BEEN SET IN PLACE PRIOR TO THE RECORDATION OF THIS PLAT. MONUMENTS THAT WILL BE SET IN PLACE AFTER THE RECORDATION OF THIS PLAT HAVE NOT BEEN SHOWN. AN AFFIDAVIT, CROSS-REFERENCED TO THIS RECORDED PLAT, WILL BE RECORDED AFTER THE SUBDIVISION MONUMENTATION HAS BEEN COMPLETED NO LATER THAN TWO (2) YEARS AFTER RECORDATION OF THIS PLAT.

A 5/8"x30" REBAR WITH CAP STAMPED "S&A FIRM #0008" SHALL BE SET AT ALL LOT OR PARCEL CORNERS.

○ DENOTES A 5/8"x30" REBAR WITH CAP STAMPED "S&A FIRM #0008".

□ DENOTES A 4"x4"x36" LONG PRECAST CONCRETE MONUMENT WITH A CROSS CAST IN THE TOP, SET FLUSH WITH THE FINISH GRADE.

DENOTES A STREET CENTERLINE MONUMENT. EITHER A "COPPERWELD", A 5/8" DIA. STEEL ROD 12" LONG WITH 1-1/2" DIA. TAPERED BRASS CAP HAVING A CUT "X" IN TOP, SET FLUSH WITH THE FINISHED SURFACE COAT OR A 2" MAG NAIL, TEMPORARILY SET FLUSH WITH THE INTERMEDIATE COAT (BINDER).



LOCATION MAP
SCALE: 1"=1000'

Dennis D. Olmstead
Registered Land Surveyor
No. 900012



THIS INSTRUMENT PREPARED BY:
DENNIS D. OLMSTEAD, RLS
STOEPPELWERTH & ASSOCIATES, INC.
7965 E. 106TH STREET
FISHERS, INDIANA 46038
PHONE: (317) 849-5935

THIS INSTRUMENT PREPARED FOR:
PEDCOR INVESTMENTS, A LIMITED LIABILITY COMPANY
770 3RD AVENUE SW
CARMEL, INDIANA 46032
CONTACT: CRAIG LINTNER
PHONE: 317-208-3769

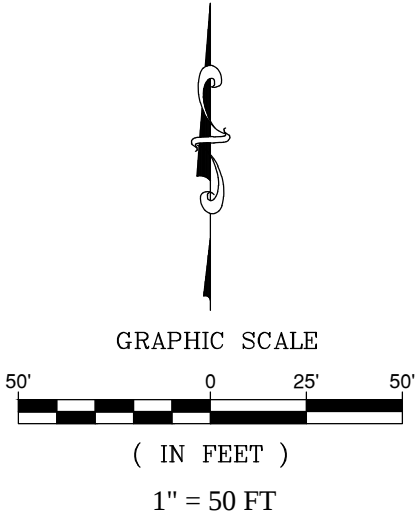
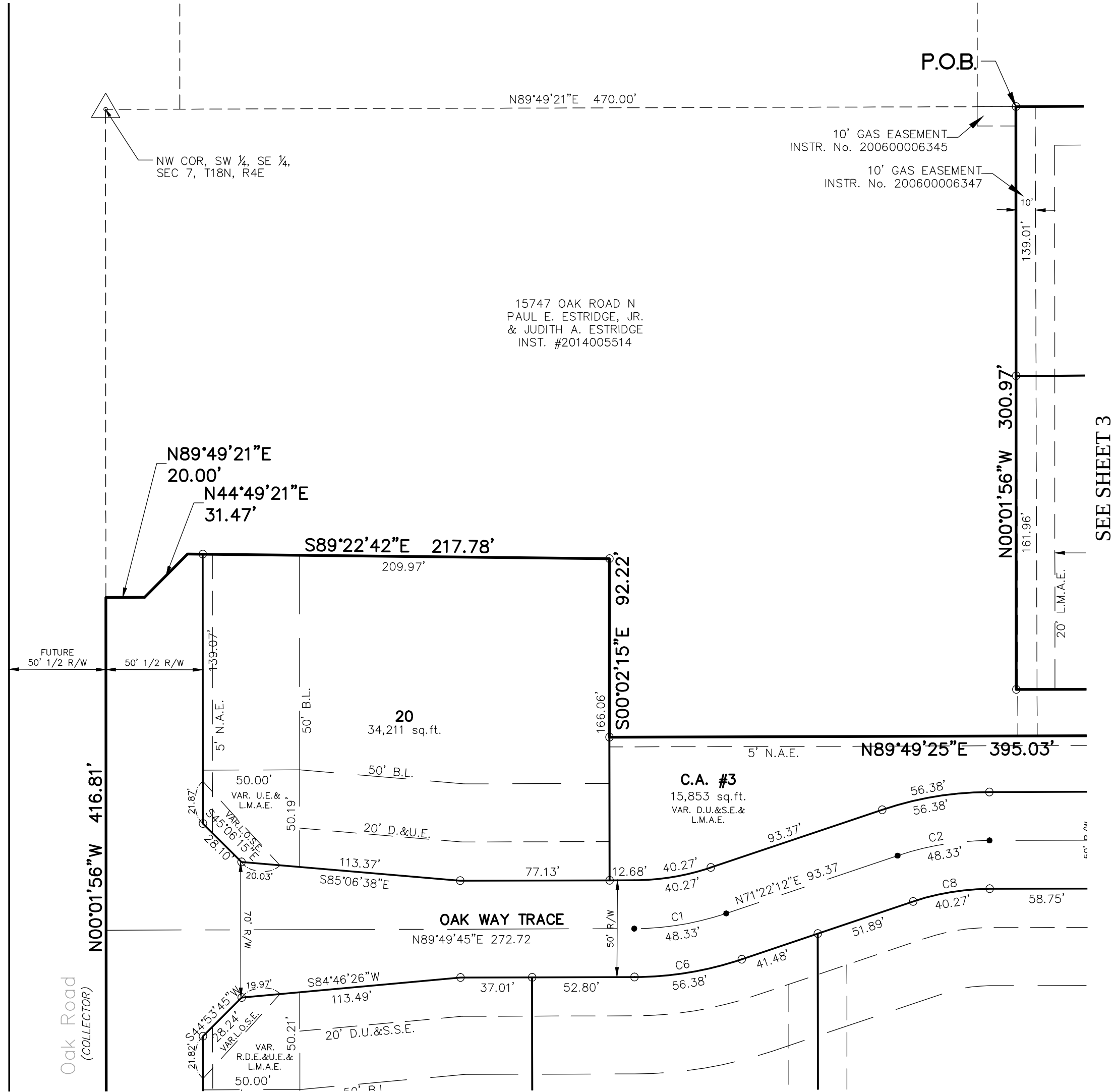
SOURCE OF TITLE
WARRANTY DEED INSTR. NO. 2014005514

OAK PARK

SECTION 2

SECONDARY PLAT

(PART OF SE ¼ OF SECTION 7, T18N-R4E,
WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA)



NOTE: PLEASE REFER TO SHEET ONE FOR GENERAL
NOTES, THE LEGEND, THE CURVE TABLE AND THE
DEFINITIONS OF SYMBOLS AND ABBREVIATIONS.

Dennis D. Olmstead
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No. 900012



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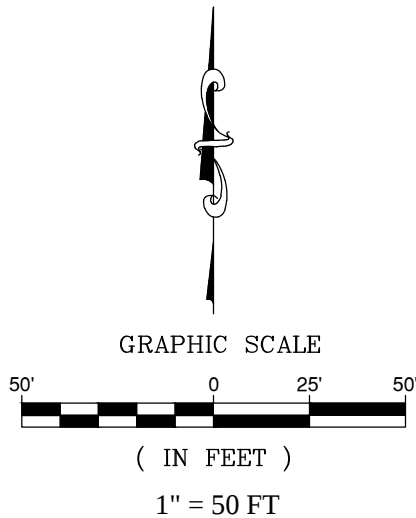
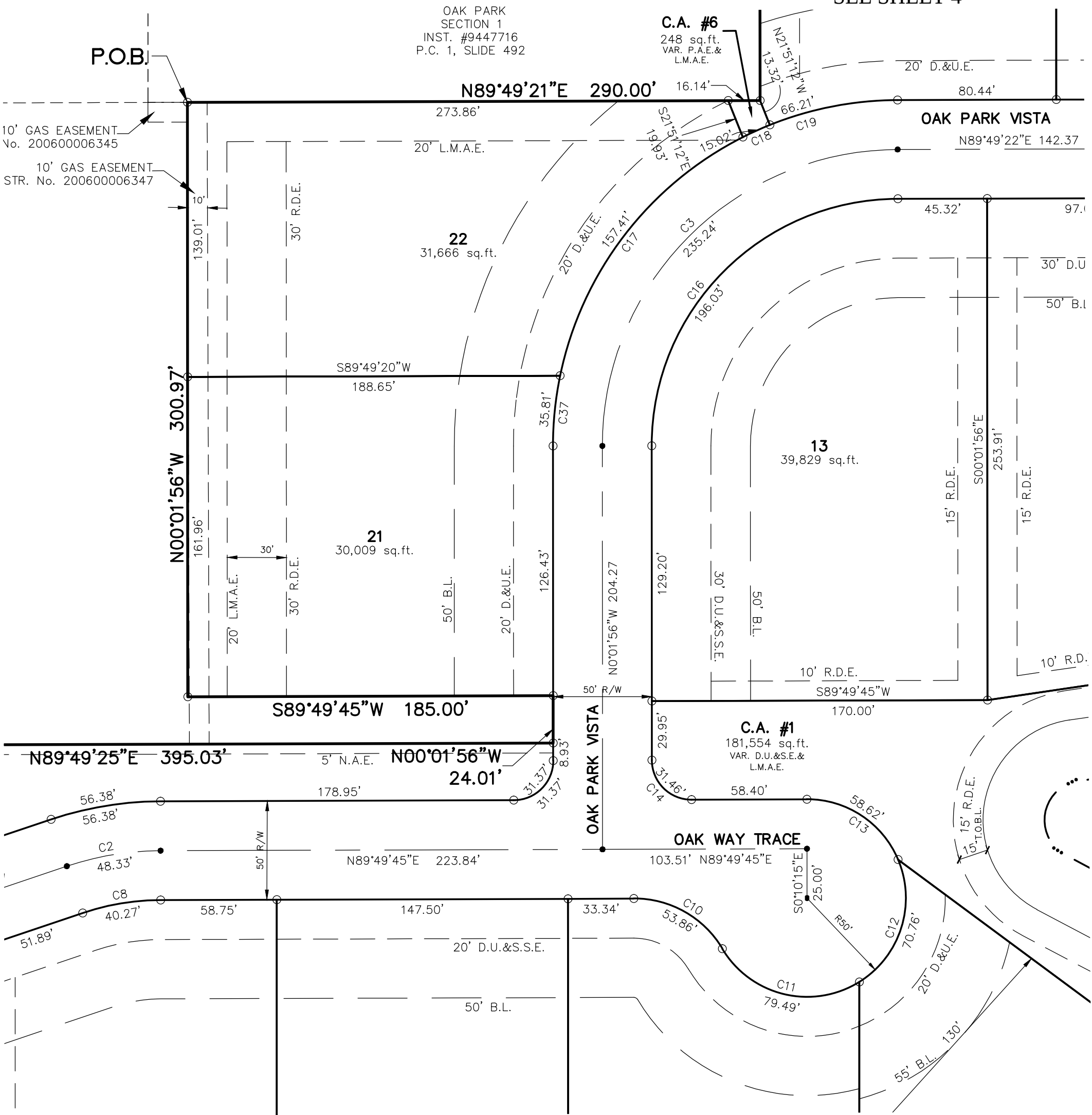
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OAK PARK

SECTION 2

SECONDARY PLAT

(PART OF SE ¼ OF SECTION 7, T18N-R4E,
WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA)
SEE SHEET 4



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Dennis D. Olmstead
Registered Land Surveyor
No. 900012



SEE SHEET 10

SEE SHEET 9

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OAK PARK
SECTION 2
SECONDARY PLAT
(PART OF SE ¼ OF SECTION 7, T18N—R4E,
WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA)

NOTE: PLEASE REFER TO SHEET ONE FOR GENERAL NOTES, THE LEGEND, THE CURVE TABLE AND THE DEFINITIONS OF SYMBOLS AND ABBREVIATIONS.

GRAPHIC SCALE

50' 0 25' 50'

(IN FEET)

1" = 50 FT

DENNIS D. OLMSTEAD
REGISTERED
No.
900012
STATE OF
INDIANA
LAND SURVEYOR

C.A. #6
248 sq.ft.
VAR. P.A.E. &
L.M.A.E.

N 89° 49' 21" E 290.00' 16.14'

3.86'

J.A.E.

S 71° 12' E 19.82'

S 65° 12' E 19.82'

S 65° 12' E 15.92'

41°

23°

SEE SHEET 8

JOB No. 70100PED-S2
SHEET 4 OF 12

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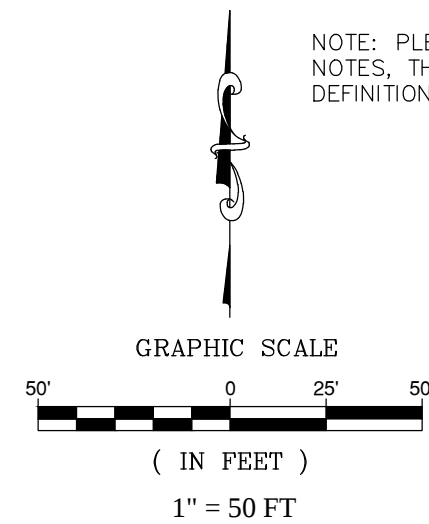
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OAK PARK

SECTION 2

SECONDARY PLAT

(PART OF SE ¼ OF SECTION 7, T18N-R4E,
WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA)

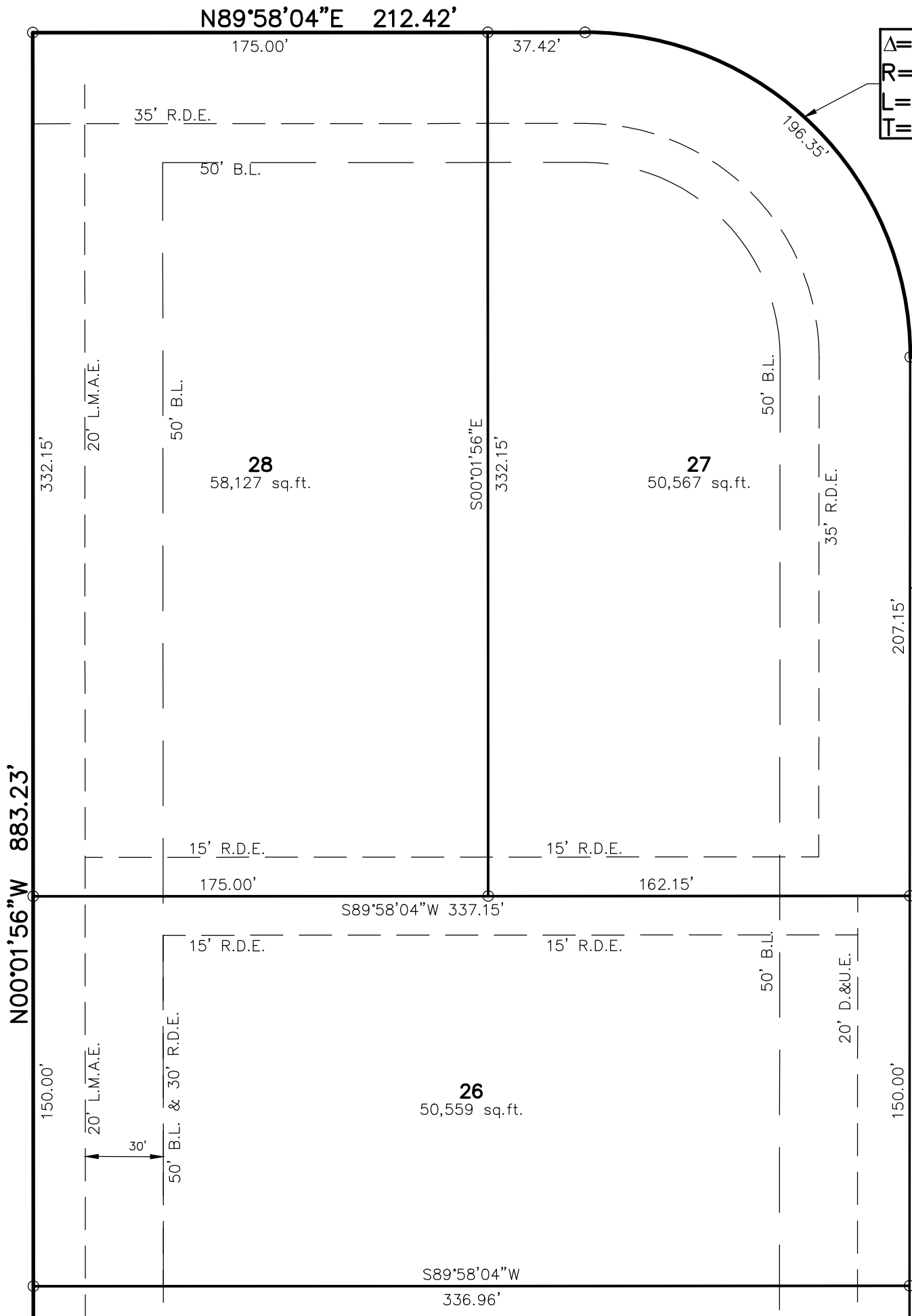


OAK PARK
SECTION 1
INST. #9447716
P.C. 1, SLIDE 492

OAK PARK
SECTION 1
INST. #9447716
P.C. 1, SLIDE 492

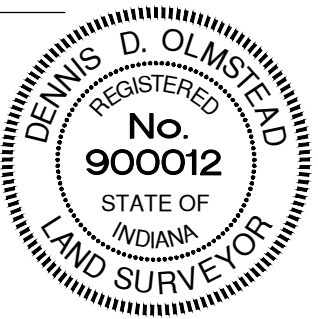
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OAK PARK
SECTION 1
INST. #9447716
P.C. 1, SLIDE 492



Δ=90°00'00"
R=125.00'
L=196.35',
T=125.000

Dennis D. Olmstead
Registered Land Surveyor
No. 900012



DEHEER, PATRICK A.
& ERIKA JAGGER
INST. #2014-035118

Block "A"
1,803 sq. ft.
D.U.&S.E. &
L.M.A.E.

N89°58'04"E 275.00'

N89°58'04"E 270.18'
R.D.E. 22'
50' T.C.E./B.L.

50' B.L.

30' D.U.&S.E.

50' B.L.

30' D.U.&S.E.

50' B.L.

30' D.U.&S.E.

50' B.L.

30' D.U.&S.E.

50' B.L.

30' D.U.&S.E.

50' B.L.

30' D.U.&S.E.

50' B.L.

30' D.U.&S.E.

SEE SHEET 4

SEE SHEET 6

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7965 E. 106TH STREET
FISHERS, INDIANA 46038
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770 3RD AVENUE SW
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CONTACT: CRAIG LINTNER
PHONE: 317-208-3769

SOURCE OF TITLE
WARRANTY DEED INSTR. NO. 2014005514

OAK PARK

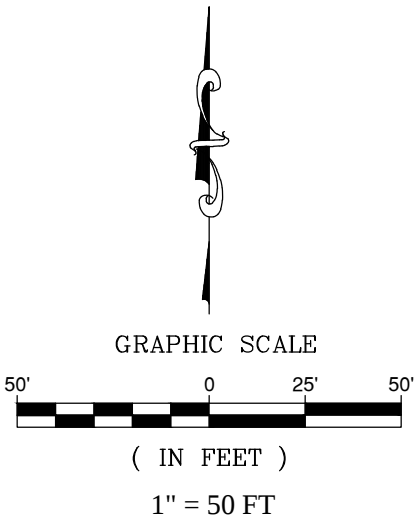
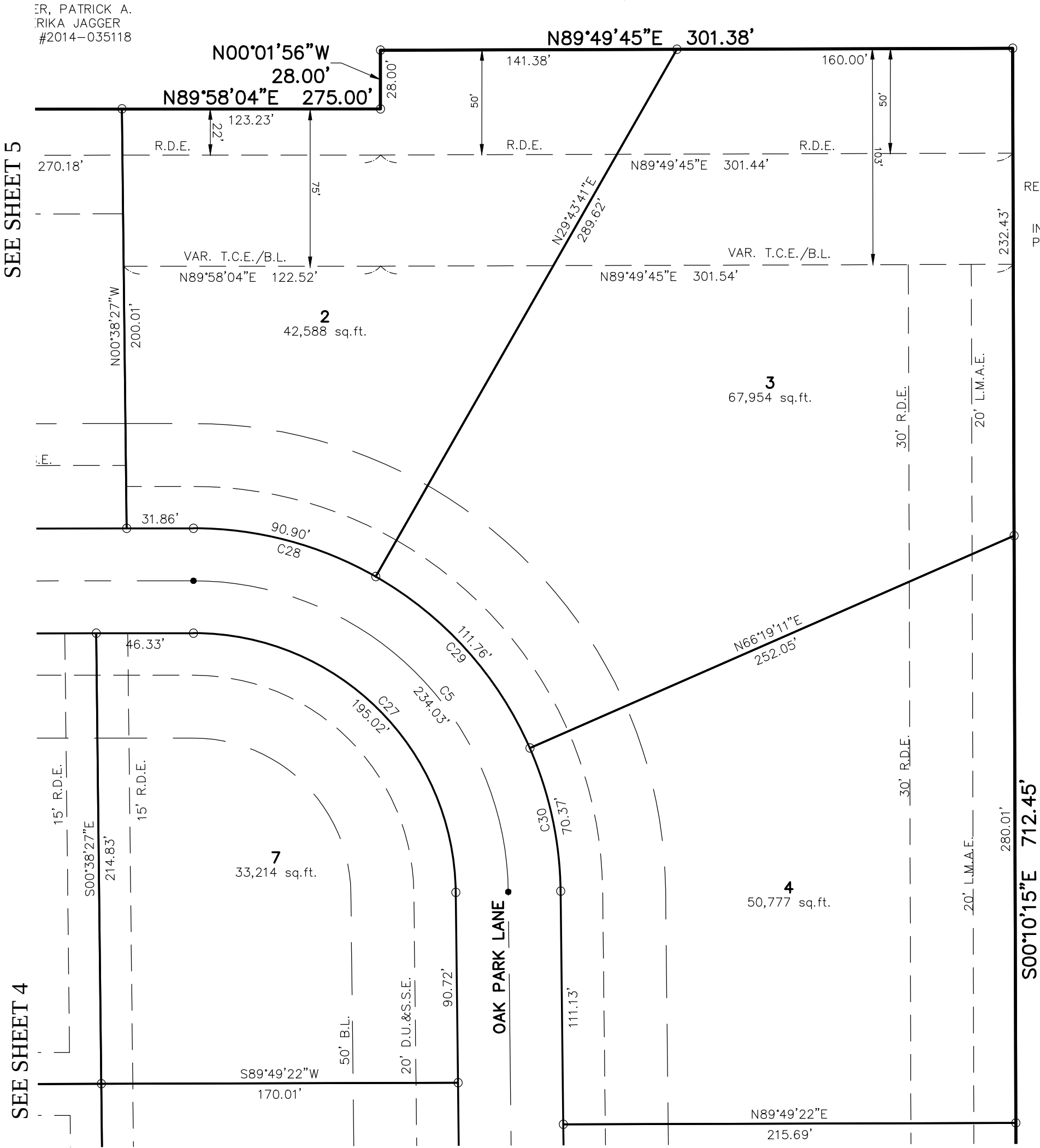
SECTION 2

SECONDARY PLAT

(PART OF SE ¼ OF SECTION 7, T18N-R4E,
WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA)

OAK PARK
SECTION 1
INST. #9447716
P.C. 1, SLIDE 492

ER, PATRICK A.
RIKA JAGGER
#2014-035118



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Dennis D. Olmstead
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No. 900012

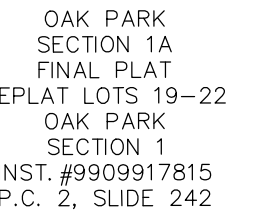


OAK PARK
SECTION 1A
FINAL PLAT
REPLAT LOTS 19-22

THIS INSTRUMENT PREPARED FOR:
PEDCOR INVESTMENTS, A LIMITED LIABILITY COMPANY
770 3RD AVENUE SW
CARMEL, INDIANA 46032
CONTACT: CRAIG LINTNER
PHONE: 317-208-3769

(PART OF SE ¼ OF SECTION 7, T18N-R4E,
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(PART OF SE ¼ OF SECTION 7, T18N-R4E,
WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA)

SEE SHEET 4

SEE SHEET 7

SEE SHEET 3

GRAPHIC SCALE

50' 0 25' 50'

(IN FEET)

1" = 50 FT

Dennis D. Olmstead
Registered Land Surveyor
No. 900012



JOB No. 70100PED-S2
SHEET 8 OF 12

THIS INSTRUMENT PREPARED BY:
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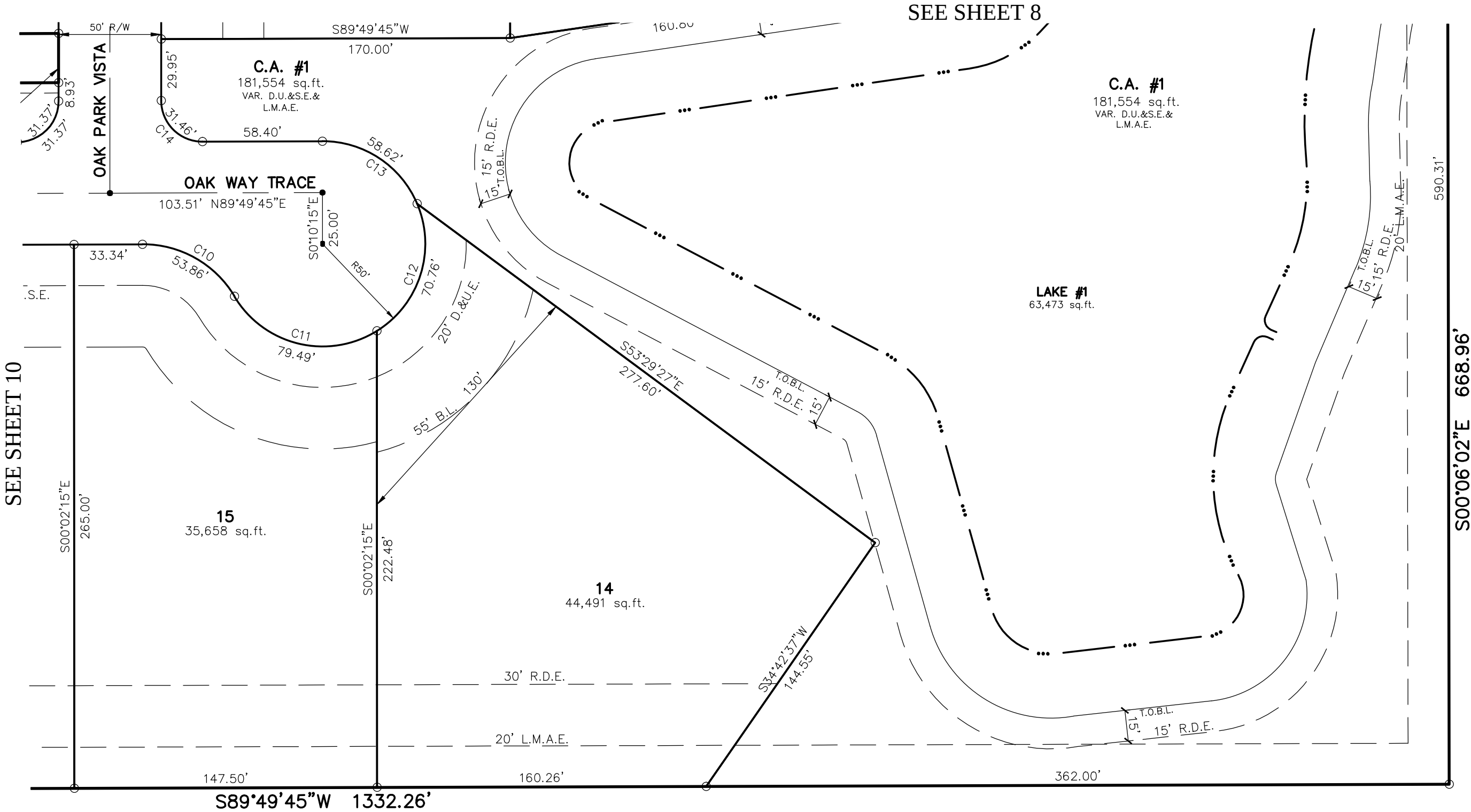
OAK PARK

SECTION 2

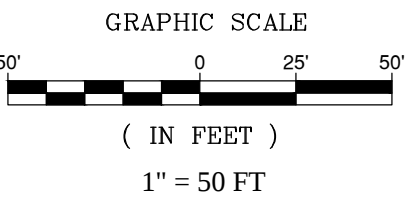
SECONDARY PLAT

(PART OF SE ¼ OF SECTION 7, T18N-R4E,
WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA)

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REPRESENTATIVE OF THE UNSUPERVISED ESTATE OF
EARNEST E. ROBERTSON
PERSONAL REPRESENTATIVE QUITCLAIM DEED
INST. #200500045107



Dennis D. Olmstead
Registered Land Surveyor
No. 900012

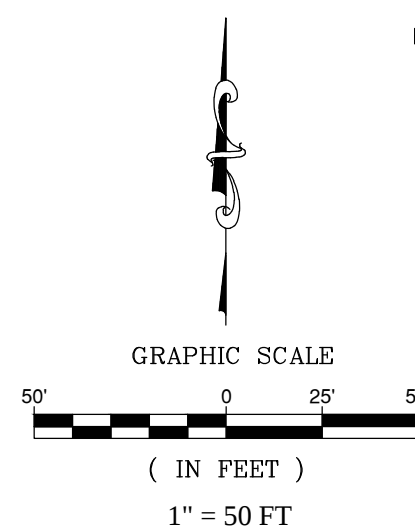
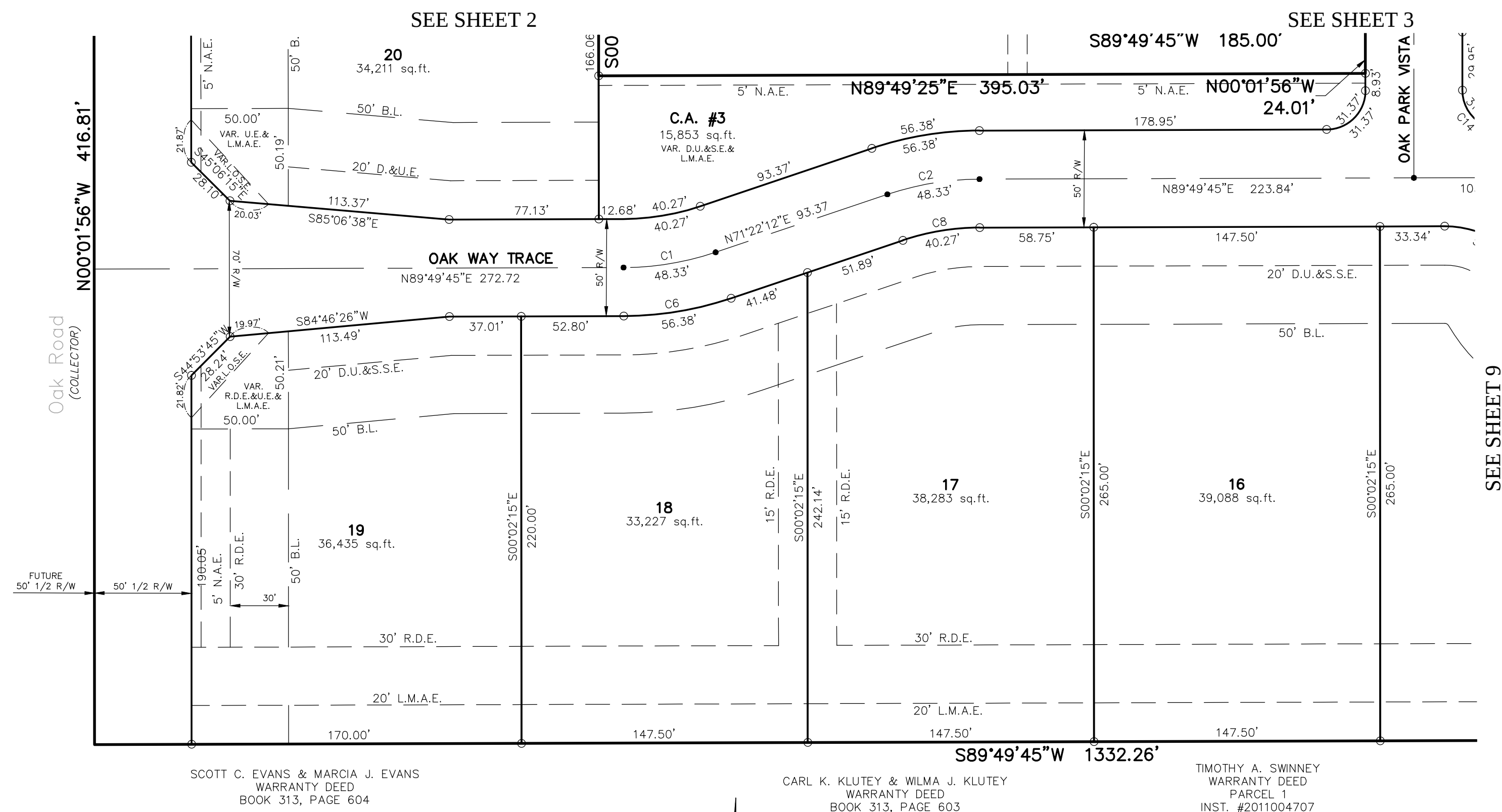


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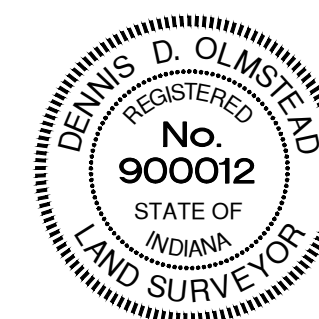
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WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA)

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SOURCE OF TITLE
WARRANTY DEED INSTR. NO. 2014005514



Dennis D. Olmstead
Registered Land Surveyor
No. 900012



THIS INSTRUMENT PREPARED BY:
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STOEPPELWERTH & ASSOCIATES, INC.
7965 E. 106TH STREET
FISHERS, INDIANA 46038
PHONE: (317) 849-5935

THIS INSTRUMENT PREPARED FOR:
PEDCOR INVESTMENTS, A LIMITED LIABILITY COMPANY
770 3RD AVENUE SW
CARMEL, INDIANA 46032
CONTACT: CRAIG LINTNER
PHONE: 317-208-3769

SOURCE OF TITLE
WARRANTY DEED INSTR. NO. 2014005514

This plat is subject to the Commitments Concerning the Use
or Development of Real Estate Made in Connection with a
Zone Map Change recorded as Instrument No. 2014030813
in the Office of the Recorder of Hamilton County, Indiana.

OAK PARK

SECTION 2

SECONDARY PLAT

OAK PARK
SECTION 2

I, the undersigned Registered Land Surveyor hereby certify that the included plat correctly represents a subdivision of part
of the Southeast Quarter of Section 7, Township 18 North, Range 4 East, in Washington Township, Hamilton County, Indiana,
more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of the Southeast Quarter of said Section 7; thence North
89 degrees 49 minutes 21 seconds East 470.00 feet along the North line of said Quarter Quarter Section and South line
of Oak Park, Section 1, the plat of which is recorded as Instrument No. 9447716 in Plat Cabinet 1, Slide 492 in the Office
of the Recorder in Hamilton County, Indiana to the POINT OF BEGINNING of this description; thence along the boundary of
said Oak Park by the next five (5) courses: (1) North 89 degrees 49 minutes 21 seconds East 290.00 feet; (2) North 00
degrees 01 minutes 56 seconds West 883.23 feet; (3) North 89 degrees 58 minutes 04 seconds East 212.42 feet to the
point of curvature of a curve concave southwesterly, the radius point of said curve being South 00 degrees 01 minutes 56
seconds East 125.00 feet from said point; (4) southeasterly along said curve 196.35 feet to the point of tangency of said
curve, said point being North 89 degrees 58 minutes 04 seconds East 125.00 feet from the radius point of said curve; (5)
North 89 degrees 58 minutes 04 seconds East 75.00 feet to the Northwest corner of the property owned by Patrick A.
and Erika Jagger DeHeer as recorded in Inst. No.: 2014-035118 in said Recorder's Office; thence along the boundary of
said DeHeer property by the next three (3) courses: (1) South 00 degrees 01 minutes 56 seconds East 72.00 feet; (2)
North 89 degrees 58 minutes 04 seconds East 275.00 feet; (3) North 00 degrees 01 minutes 56 seconds West 28.00 feet
to the South line of said Oak Park; thence North 89 degrees 49 minutes 45 East 301.38 feet to the Northwest corner of
Oak Park, Section 1A Final Plat Replat of Lots 19-22 Oak Park, Section 1, the plat of which is recorded as Instrument No.
9909917815 in Plat Cabinet 2, Slide 242 in said Recorder's Office; thence South 00 degrees 10 minutes 15 seconds East
712.45 feet along the West line of said Replat to the North line of the Southeast Quarter of said Southeast Quarter;
thence South 89 degrees 49 minutes 21 seconds West 419.06 feet along said North line to the Northeast corner of the
Southwest Quarter of said Southeast Quarter; thence South 00 degrees 06 minutes 02 seconds East 668.96 feet along the
East line of the Southwest Quarter of said Southeast Quarter; thence South 89 degrees 49 minutes 45 seconds West
1,332.26 feet to the West line of said Southeast Quarter; thence North 00 degrees 01 minutes 56 seconds West 416.81
feet along said West line; thence North 89 degrees 49 minutes 21 seconds East 20.00 feet; thence North 44 degrees 49
minutes 21 seconds East 31.47 feet; thence South 89 degrees 22 minutes 42 seconds East 217.78 feet; thence South 00
degrees 02 minutes 15 seconds East 92.22 feet; thence North 89 degrees 49 minutes 25 seconds East 395.03 feet;
thence North 00 degrees 01 minutes 56 seconds West 24.01 feet; thence South 89 degrees 49 minutes 45 seconds West
185.00 feet; thence North 00 degrees 01 minutes 56 seconds West 300.97 feet to the place of beginning, containing
34.720 acres, more or less, subject to all legal highways, rights-of-ways, easements, and restrictions of record.

This subdivision consists of 28 lots numbered 1-28 (all inclusive) and 3 Common Areas labeled C.A.#1, C.A. #3, and C.A.
#6. The size of lots and width of streets are shown in feet and decimal parts thereof.

Cross-Reference is hereby made to a survey plat dated prepared by Schneider Engineering Corporation recorded as
Instrument Number 9431878 in the Office of the Recorder of Hamilton County, Indiana.

I, the undersigned, hereby certify that I am a Registered Land Surveyor, licensed in compliance with the laws of the State
of Indiana and that the within plat represents a subdivision of the lands surveyed within the cross referenced survey plat,
and that to the best of my knowledge and belief there has been no change from the matters of survey revealed by the
cross-reference survey on any lines that are common with the new subdivision.

Witness my signature this _____ day of _____, 2015.

Dennis D. Olmstead
Registered Land Surveyor
No. 900012



Registered Land Surveyor's Certificate

I, Dennis D. Olmstead, hereby certify that I am a Registered Land Surveyor, licensed in compliance
with the laws of the State of Indiana:

That this plat correctly represents a survey completed by me on _____, that all
monuments show thereon actually exist or bond has been posted to cover the later installation of these
monuments, and that all other requirements specified herein, done by me, have been met.

Dennis D. Olmstead
Registered Land Surveyor
No. 900012



DEED OF DEDICATION:

We the undersigned owners of the real estate shown and described herein, do hereby certify that we have laid off,
platted and subdivided, and do hereby lay off, plan and subdivide, said real estate in accordance with the within plat.

This subdivision shall be known and designated as Oak Park, Section 2 in Hamilton County, Indiana. All right-of-way
shown and not herefore dedicated, are hereby dedicated to the public.

All lots in this plat are subject to the declaration of covenants, conditions and restrictions of Oak Park recorded as
Instrument No. _____ and any amendments thereto.

Block A is hereby created for the private use and enjoyment of the owner of Block A. No building shall be
constructed within Block A unless combined with an adjacent lot.

Front and side yard setback lines are hereby established as shown on this plat, between which lines and the property
lines of the street, there shall be erected or maintained no building or structure.

There are strips of ground in various feet in width as shown on this plat and marked "easement", reserved for the use
of public utilities for the installation of water and sewer mains, poles, ducts, lines and wires, subject at all times to
the proper authorities and the the easement herein reserved. No permanent or other structures are to be erected or
maintained upon said strips of land, but owners of lots in this subdivision shall take their titles subject to the rights
of public utilities.

"Landscape, Maintenance Access Easements" are hereby created over and across Lots as areas for the installation and
maintenance of landscaping, earth mounds, screening material, fencing, walls, neighborhood and community identification
signs, directories, lighting, irrigation systems, walking trails and other improvements, and for ingress and egress thereto
by the Developer and the Homeowner Association, and/or their assigns.

"Line Of Site Easement" are created for the specific purpose to clear sight lines at intersections and driveways. No
fence, wall, hedge, tree or shrub planting which obstructs sight lines and elevations between 3 and 9 feet above the
street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street
right-of-way lines and a line connecting points 40 feet from the intersection of said street lines or in the case of a
rounded property corner, from the intersection of the street right-of-way lines extended.

The same sight line limitations shall apply to any lot within ten feet of the intersection of a street right-of-way line
with the edge of the driveway pavement or alley line.

"Non-Access Easements" are created for the specific purpose of restricting access to residential lots from existing
public streets. No driveway or access, either permanent or temporary will be permitted across designated non-access
easements.

"Pedestrian Access Easement" are created for public paths and/or sidewalks to be installed and used by general public
across individual lots and/or designated Common Areas.

"Tree Conservation Easement" is hereby created. Within the tree conservation easement no trees with a diameter at
breast height (DBH) in excess of six inches (6") shall be removed unless the tree is damaged, diseased, dead as
determined by an arborist certified by the International Society of arboriculture or landscape architect licensed in the
State of Indiana, or is required to be removed in order to comply with the safety requirements of any governmental
agency. If such a tree is damaged or otherwise removed by the developer or builder, except as permitted to be
removed as listed above, then the developer or builder shall replace the removed tree within one hundred eighty (180)
days with a tree or trees of combined equal or greater DBH at or in the same general location of the removed trees
subject to the availability of space for their healthy growth in the easement. The replacement tree(s) shall be of equal
or similar species to the removed trees. Certain areas of the Tree Conservation Easement may be required to be
designated on the plat as drainage and/or utility easements by the City of Westfield or Hamilton County. Such drainage
and utility easements supersede the Tree Conservation Easement. The Tree Conservation Easement shall comply with the
requirements of the Commitments Concerning the Use or Development of Real Estate.

"Regulated Drain Easement" are created for the use of the Hamilton County Surveyor to provide paths and courses and
a system for natural area and local storm drainage, either overland or in appropriate underground installations to serve
the needs of this and adjoining grounds and the public drainage system. Drainage Easements shall be used to grade,
construct, operate, inspect, maintain, reconstruct, and remove mains, ducts, or other related structures of storm
sewers that are part of said system, and for ingress and egress thereto. The owners of all lots are and shall be
required to keep any areas of their lots designed for the natural flow of water unimpeded, and any improvements made
on or under any such easements by the owner are and shall be at the risk of the property owner.

All of the foregoing easements shall be deemed to include the necessary rights of ingress and egress, in, along,
across and through the same to permit the construction, maintenance, beneficial use and enjoyment thereof for their
intended purposes. The owners of all lots in this subdivision shall take and hold title to their lots subject to all of
the foregoing easements, and to the rights of any entity entitled to use of said easements for this intended purpose.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of
law, of an structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and
reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

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.

Dennis D. Olmstead, RLS

Commission Certificate:

Under authority provided by I.C. 36-7, enacted by the general assembly of the State of Indiana, and all acts
amendatory thereto, and an ordinance adopted by the City Council of the City of Westfield, Hamilton County, Indiana,
this plat was given approval by the Westfield-Washington Township Advisory Plan Commission, as follows:

Approved by the Director of the Economic and Community Development Department of the City of Westfield, Hamilton
County, Indiana, pursuant to the Westfield-Washington Township Unified Development Ordinance, on the ____ day of
_____, _____.

Westfield-Washington Township Plan Commission

By: _____
Matthew S. Skelton, Director
Economic and Community Development Department

Board of Public Works Certificate:

This plat and the acceptance of any public rights-of-way dedicated herein was given approval by the Board of Public
Works and Safety of the City of Westfield, Indiana, at a meeting held on the ____ day of _____.

J. Andrew Cook, Mayor

Randall Graham, Member

Kate Snedeker, Member

THIS INSTRUMENT PREPARED BY:
DENNIS D. OLMSTEAD, RLS
STOEPPELWERTH & ASSOCIATES, INC.
7965 E. 106TH STREET
FISHERS, INDIANA 46038
PHONE: (317) 849-5935

THIS INSTRUMENT PREPARED FOR:
PEDCOR INVESTMENTS, A LIMITED LIABILITY COMPANY
770 3RD AVENUE SW
CARMEL, INDIANA 46032
CONTACT: CRAIG LINTNER
PHONE: 317-208-3769

SOURCE OF TITLE
WARRANTY DEED INSTR. NO. 2014005514

OAK PARK
SECTION 2
SECONDARY PLAT

In Testimony whereof, witness the signatures of Owner this _____ day of _____, 2015.

Owner: Pedcor Investments, a Limited Liability Company
770 3rd Avenue SW
Carmel, Indiana 46032

State of Indiana _____)
County of _____) Craig Lintner

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Craig Lintner of Pedcor Investments, a Limited Liability Company, and acknowledged the execution of this Instrument as his voluntary act and deed and affixed his signature thereto.
Witness my signature and seal this _____ day of _____, 2015.

County of Residence: _____ Notary Public

My commission expires: _____ Print Name





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

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

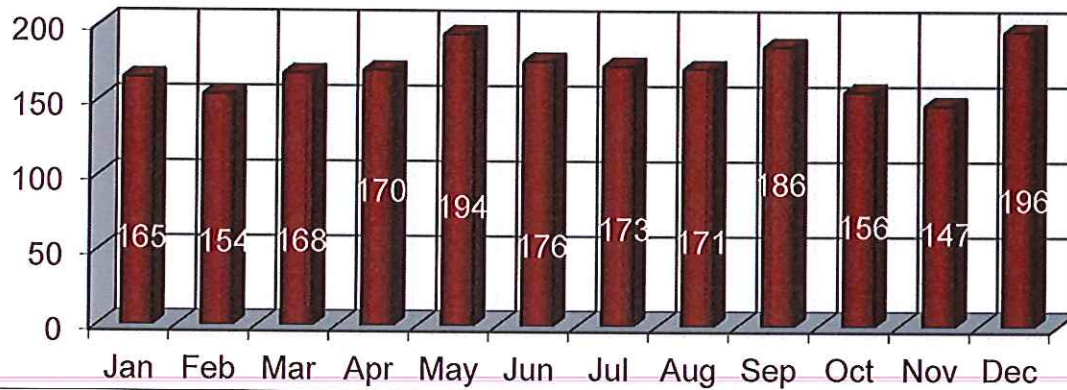


Westfield Fire Department 2014 Incident Statistics By Fire / Medical Groups

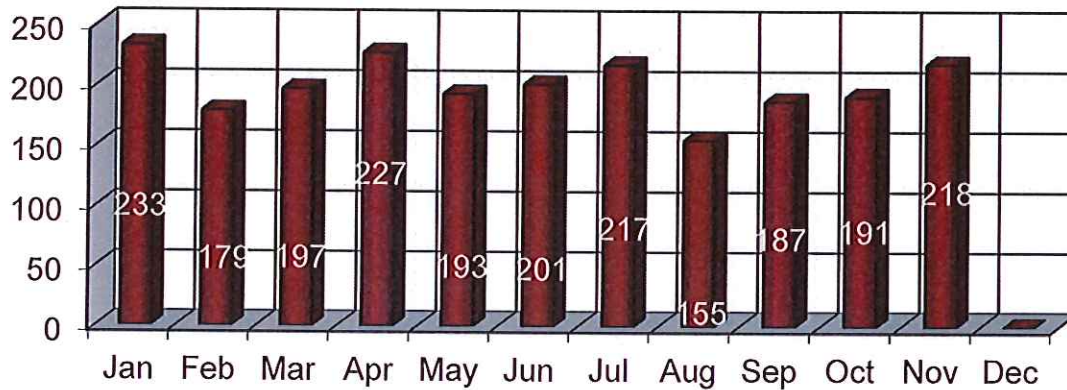


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
Total WFD Fire Incidents	130	86	88	119	107	100	95	63	80	83	90	65	1106	46.5%
Total WFD Medical Incidents	103	93	109	108	86	101	122	92	107	108	128	118	1275	53.5%
Total WWFD Incidents	233	179	197	227	193	201	217	155	187	191	218	0	2381	100%

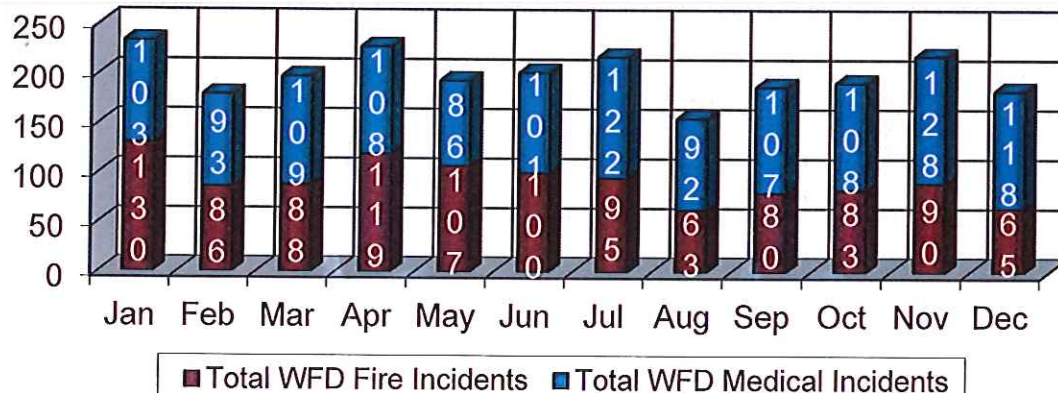
Westfield Fire Department 2013 Total Incidents



Westfield Fire Department 2014 Total Incidents



Westfield Fire Department 2014 Incidents by Fire/Medical



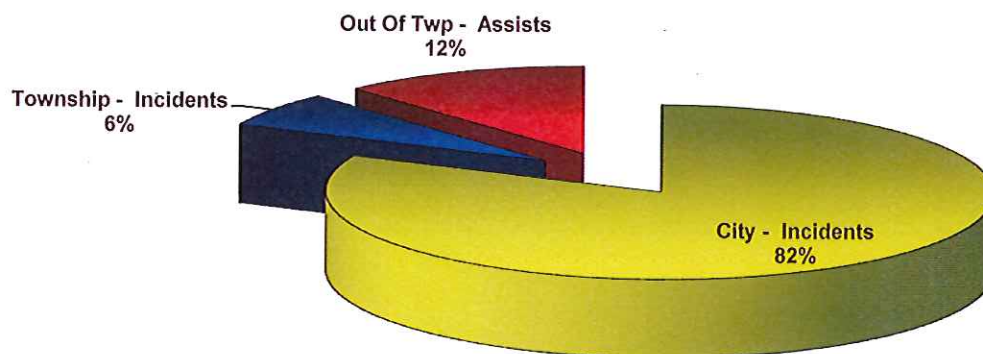


**Westfield Fire Department
2014 Fire/Medical Incidents
By Governmental Area**



2014 Incidents	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
City - Incidents	192	149	160	179	147	164	179	125	158	161	174	153	1941	81.5%
Township - Incidents	9	10	13	16	17	13	8	12	12	10	19	15	154	6.5%
Out Of Twp - Assists	32	20	24	32	29	24	30	18	17	20	25	15	286	12.0%

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



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



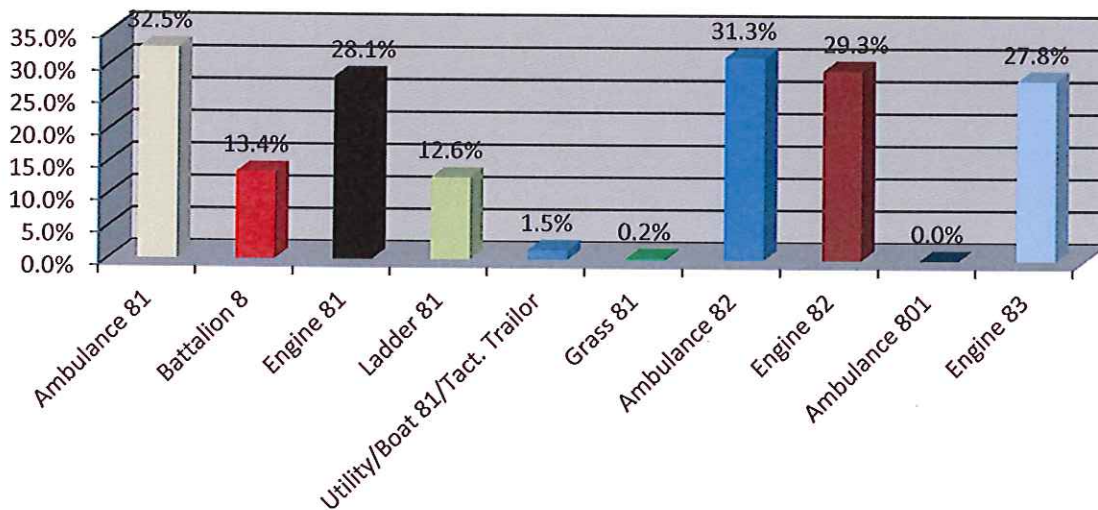
Westfield Fire Department **2014 Total Apparatus Responses** **By Unit & Station**



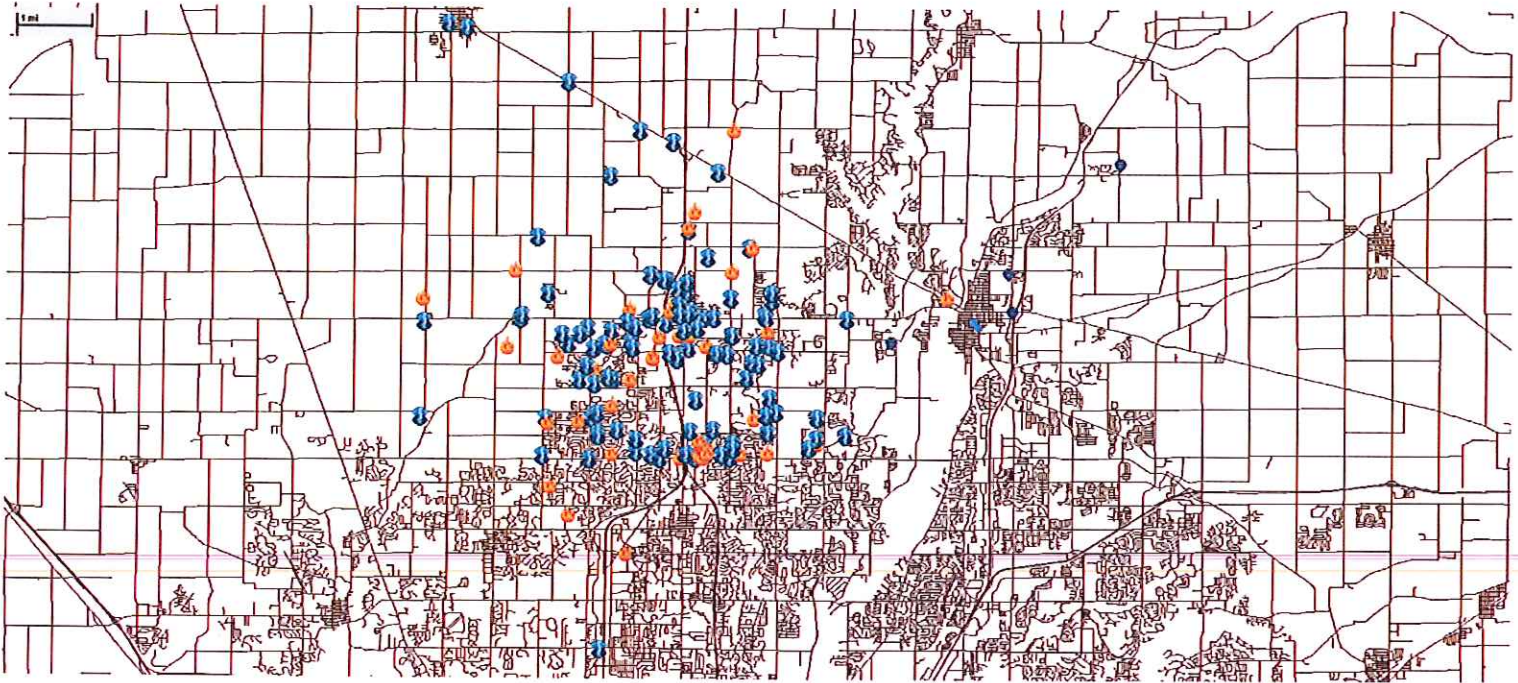
Station 81 Responses	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
Ambulance 81	62	61	57	75	63	65	76	54	70	63	63	66	775	32.5%
Battalion 8	35	25	17	30	24	17	28	22	38	25	31	27	319	13.4%
Engine 81	72	52	45	76	56	60	58	45	52	53	55	46	670	28.1%
Ladder 81	36	22	15	33	29	25	31	18	24	24	25	19	301	12.6%
Utility/Boat 81/Tact. Trailer	20	3	4	2	1	-	1	2	-	-	-	2	35	1.5%
Grass 81	0	-			3	-	1	-	-	1	-	-	5	0.2%

<u>Station 82 Responses</u>	Jan	Feb	March	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals	%
Ambulance 82	59	59	66	60	48	55	73	54	64	60	74	73	745	31.3%
Engine 82	58	56	60	56	47	50	73	44	62	55	76	60	697	29.3%
Ambulance 801	0	-	-		-	-		-	-	-	-	-	0	0.0%
								-						
<u>Station 83 Responses</u>								0					Totals	%
Engine 83	68	59	53	60	48	52	58	39	55	58	54	57	661	27.8%

Westfield Fire Department **2014 Total Apparatus Responses**



FIRE AND MEDICAL RUNS FOR THE MONTH OF DECEMBER



Westfield Fire Department

Kristen Custom Report

Alarm Date Between {12/01/2014} And {12/31/2014}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	2	1.09%	\$50,000	90.41%
114 Chimney or flue fire, confined to chimney	1	0.54%	\$801	1.44%
131 Passenger vehicle fire	1	0.54%	\$4,500	8.13%
	<u>4</u>	<u>2.18%</u>	<u>\$55,301</u>	<u>100.00%</u>
3 Rescue & Emergency Medical Service Incident				
311 Medical assist, assist EMS crew	4	2.18%	\$0	0.00%
320 Emergency medical service, other	7	3.82%	\$0	0.00%
321 EMS call, excluding vehicle accident with	111	60.65%	\$0	0.00%
322 Motor vehicle accident with injuries	6	3.27%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	3	1.63%	\$0	0.00%
	<u>131</u>	<u>71.58%</u>	<u>\$0</u>	<u>0.00%</u>
4 Hazardous Condition (No Fire)				
412 Gas leak (natural gas or LPG)	4	2.18%	\$0	0.00%
442 Overheated motor	1	0.54%	\$0	0.00%
	<u>5</u>	<u>2.73%</u>	<u>\$0</u>	<u>0.00%</u>
5 Service Call				
522 Water or steam leak	1	0.54%	\$0	0.00%
531 Smoke or odor removal	1	0.54%	\$0	0.00%
542 Animal rescue	1	0.54%	\$0	0.00%
551 Assist police or other governmental agency	8	4.37%	\$0	0.00%
553 Public service	2	1.09%	\$0	0.00%
	<u>13</u>	<u>7.10%</u>	<u>\$0</u>	<u>0.00%</u>
5 Good Intent Call				
600 Good intent call, Other	2	1.09%	\$0	0.00%
611 Dispatched & cancelled en route	11	6.01%	\$0	0.00%
622 No Incident found on arrival at dispatch	1	0.54%	\$0	0.00%
651 Smoke scare, odor of smoke	1	0.54%	\$0	0.00%
671 HazMat release investigation w/no HazMat	2	1.09%	\$0	0.00%
	<u>17</u>	<u>9.28%</u>	<u>\$0</u>	<u>0.00%</u>
' False Alarm & False Call				
'00 False alarm or false call, Other	3	1.63%	\$0	0.00%
'001 False alarm , written notice on file.	1	0.54%	\$0	0.00%

Westfield Fire Department

Kristen Custom Report

Alarm Date Between {12/01/2014} And {12/31/2014}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
7 False Alarm & False Call				
731 Sprinkler activation due to malfunction	1	0.54%	\$0	0.00%
733 Smoke detector activation due to	1	0.54%	\$0	0.00%
735 Alarm system sounded due to malfunction	1	0.54%	\$0	0.00%
736 CO detector activation due to malfunction	1	0.54%	\$0	0.00%
740 Unintentional transmission of alarm, Other	1	0.54%	\$0	0.00%
743 Smoke detector activation, no fire -	3	1.63%	\$0	0.00%
744 Detector activation, no fire -	1	0.54%	\$0	0.00%
	13	7.10%	\$0	0.00%

Total Incident Count: 183

Total Est Loss:

\$55,301

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

December 2014

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WESTFIELD POLICE DEPARTMENT

December 2014

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

Abduction/ Kidnapping	0
Abuse/ Abandonment/Neglect	2
Admin- K-9 Detail	0
Admin- Log Information	0
Admin-Public Relations	1
Admin- Special Detail	3
Admin- Test Calls	0
Admin- Tow Release	2
Admin- Warning Correction	0
Alarm- Bank	2
Alarm- Business	32
Alarm- Residence	75
Animal- Complaints	23
Assault- Battery	1
Assault- Sexual	0
Assist- Fire Incident	6
Assist- Medical Incident	5
Assist- Other Agencies	33
Bomb Found/ Suspicious Pkg	0
Burglary/ Home Invasion	3
Damage/ Vandalism/ Mischief	9
Deceased- All Others	1
Disturbance- Fireworks Cmplt	1
Disturbance- Loud Party	0
Disturbance- Noise Complaint	4
Disturbance- Nuisance	1
Disturbance- Physical (fight)	4
Disturbance- Verbal	8
Domestic Disturbance	16
Drugs- Complaint	2
Fraud- Criminal Deception	1
Fraud- Forgery	13
Fraud- Prescription	0
Harassment/ Stalking/ Threat	12
Indecency / Lewdness	0
Intoxicated- Possible DUI	12
Mental/ Emotional	12
Miscellaneous	10

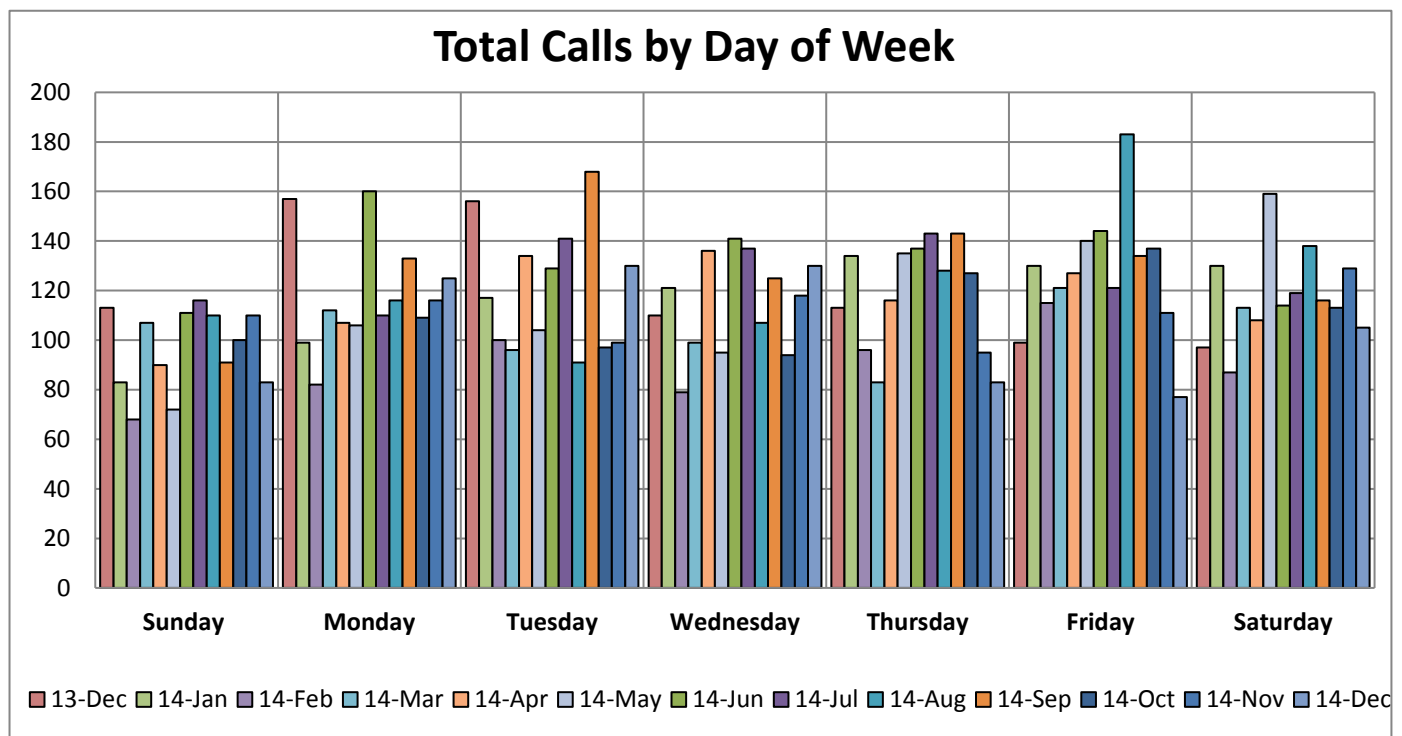
Person-Missing	1
Persons- Runaway	1
Robbery-Carjacking	0
Service Call- 9-1-1 Hang Up	7
Service Call- Damage to Property	5
Service Call- Found Property	5
Service Call- Keep the Peace	26
Service Call- Lost Property	6
Service Call- Notification	0
Service Call- Security Check	7
Service Call- Vehicle Lockout	56
Service Call- Vin Check	17
Service Call- Welfare Check	32
Suicidal- Attempted	0
Suicidal- Persons Threatening	4
Supplemental- Case Follow Up	27
Suspicious- Noises	3
Suspicious- Open Door/ Window	6
Suspicious- Person/Prowler	26
Suspicious- Solicitor	5
Suspicious- Vehicle	27
Theft- From a Vehicle	16
Theft- Of a Vehicle	0
Theft- Others	21
Theft- Shoplifting	4
Trespassing/ Unwanted Person	3
Trfc Complaint - Abandoned Veh	1
Trfc Complaint- Driving Issues	31
Trfc Complaint- Parking Issues	6
Trfc Hazard- Debris in Road	4
Trfc Hazard- Disabled Vehicle	20
Trfc Hazard- Trfc Signal Out	0
Trnsprtn Acdnt- MV Hit & Run	6
Trnsprtn Acdnt- MV Prop Damg	60
Trnsprtn Acdnt- MV Prsnl Inj	4
Wanted- Warrant Service	0
Weapons- Person Carrying	0
Weapons- Shot Fired	1

WESTFIELD POLICE DEPARTMENT

December 2014

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

DAY	13-Dec	14-Jan	14-Feb	14-Mar	14-Apr	14-May	14-Jun	14-Jul	14-Aug	14-Sep	14-Oct	14-Nov	14-Dec
Sunday	113	83	68	107	90	72	111	116	110	91	100	110	83
Monday	157	99	82	112	107	106	160	110	116	133	109	116	125
Tuesday	156	117	100	96	134	104	129	141	91	168	97	99	130
Wednesday	110	121	79	99	136	95	141	137	107	125	94	118	130
Thursday	113	134	96	83	116	135	137	143	128	143	127	95	83
Friday	99	130	115	121	127	140	144	121	183	134	137	111	77
Saturday	97	130	87	113	108	159	114	119	138	116	113	129	105
TOTAL	845	814	627	731	818	811	936	887	873	910	777	778	733



WESTFIELD POLICE DEPARTMENT

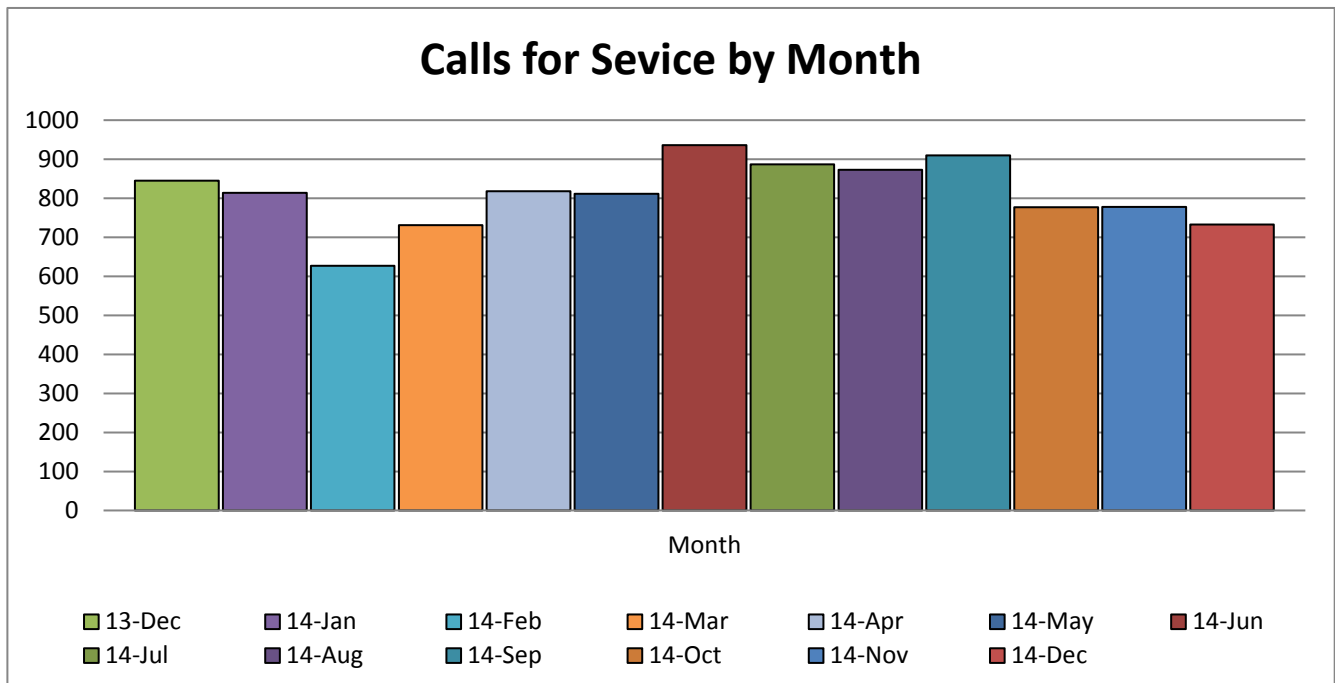
December 2014

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

HOURL	13-Dec	14-Jan	14-Feb	14-Mar	14-Apr	14-May	14-Jun	14-Jul	14-Aug	14-Sep	14-Oct	14-Nov	14-Dec
0	30	17	17	12	20	23	32	20	26	15	25	17	19
1	15	16	11	16	9	13	23	18	16	15	13	26	19
2	20	7	10	7	12	7	11	18	5	11	11	5	14
3	10	6	9	6	16	17	7	8	10	6	10	9	9
4	6	16	6	7	10	7	8	4	9	17	7	12	6
5	6	8	9	7	10	7	17	5	10	5	6	11	6
6	16	20	13	13	13	12	19	5	9	23	14	14	12
7	31	35	25	26	23	23	28	20	23	35	33	20	20
8	25	34	33	32	35	36	45	38	44	38	32	38	30
9	47	37	33	32	42	30	43	53	33	49	34	45	38
10	41	40	32	35	38	58	45	53	47	54	44	28	42
11	41	39	32	34	52	47	47	39	41	53	41	48	38
12	52	50	45	42	47	44	56	59	48	47	47	42	50
13	44	41	35	50	44	61	52	43	55	56	37	63	35
14	65	60	39	41	52	43	48	51	61	53	37	49	41
15	60	60	34	57	54	55	61	66	59	61	53	55	58
16	58	51	37	52	70	53	61	47	48	50	57	40	47
17	52	59	45	55	57	53	73	55	57	63	57	49	48
18	57	53	33	51	64	35	42	47	58	53	47	54	50
19	36	44	32	43	37	33	51	46	49	62	44	45	49
20	40	36	30	30	29	37	45	41	43	41	45	34	24
21	40	32	23	36	41	47	42	58	46	42	27	30	44
22	33	30	23	22	25	46	49	61	43	37	31	23	19
23	20	23	21	25	18	24	31	32	33	24	25	21	15
TOTAL	845	814	627	731	818	811	936	887	873	910	777	778	733

WESTFIELD POLICE DEPARTMENT

December 2014



WESTFIELD POLICE DEPARTMENT

December 2014

UCR OFFENSES

OFFENSE	13-Dec	14-Jan	14-Feb	14-Mar	14-Apr	14-May	14-Jun	14-Jul	14-Aug	14-Sep	14-Oct	14-Nov	14-Dec
Arson	0	0	0	0	0	0	1	0	0	0	0	0	0
Homicide	2	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	0	0	1	0	0	0	0	0	2	0	0
Robbery	1	1	0	0	1	0	0	1	1	0	0	0	0
Assault (all)	15	10	10	7	13	16	18	14	14	19	18	19	9
Burglary	8	5	2	1	2	2	3	1	4	5	3	2	1
Theft	34	31	16	27	31	29	33	34	47	30	34	29	33
Motor Vehicle Theft	2	1	1	1	1	0	0	1	3	1	0	2	0
TOTAL	62	48	29	36	49	47	55	51	69	55	57	52	43

WESTFIELD POLICE DEPARTMENT

December 2014

NON UCR OFFENSES

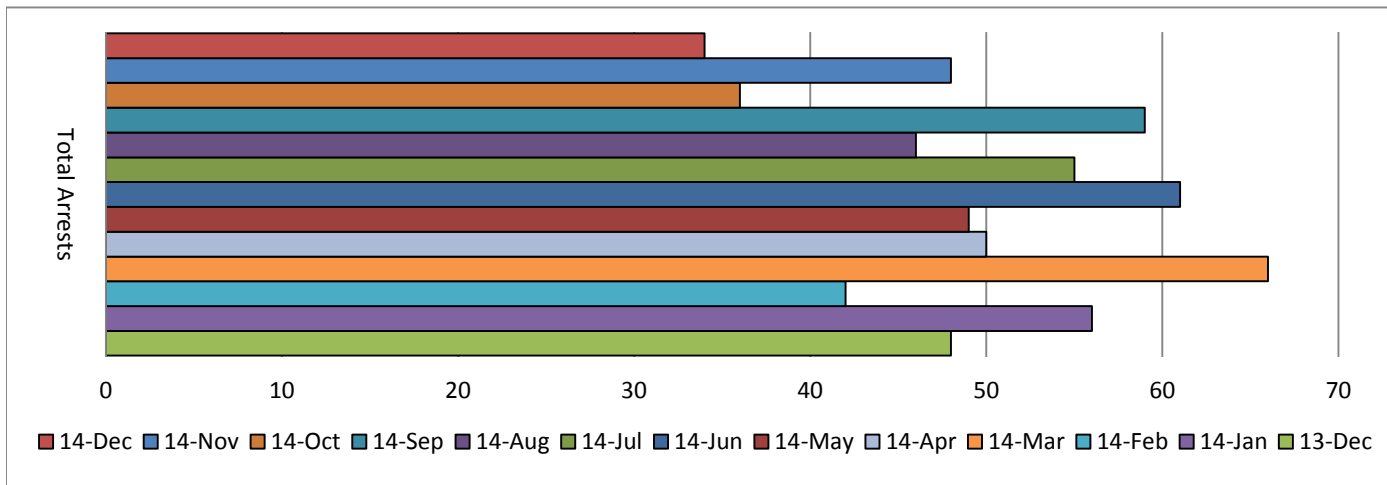
ALARMS	0
ANIMALS/ INCLUDING DOG BITES	2
ASSIST OTHER AGENCY	4
CHECK DECEPTION	2
CHILD ABUSE REPORTED	3
CHILD CUSTODY DISPUTE	4
CHILD NEGLECT REPORTED	3
CIVIL DISPUTE	3
CRIMINAL CONFINEMENT	0
CRIMINAL MISCHIEF/VANDALISM	11
CRIMINAL RECKLESSNESS	0
DAMAGED PROPERTY	13
DEATHS OTHER THAN HOMICIDE/SUICIDE	0
DISORDERLY CONDUCT	0
DISTURBANCE/ARGUMENTS/FIGHTS	13
DOMESTIC DISTURBANCE	10
DRIVING WHILE SUSPENDED	11
DRUG ABUSE VIOLATIONS	5
FALSE INFORMING OR REPORTING	3
FORGERY/COUNTERFEITING	1
FRAUD	12
HARASSMENT	7
INCORRIGIBILITY	3
INTERFERENCE WITH REPORTING A CRIME	0
INVASION OF PRIVACY	1
JUVENILE COMPLAINT	5

LEAVING THE SCENE/HIT AND RUN	11
LIQUOR LAW VIOLATIONS	1
LOSS OF PROPERTY	4
MENTAL PERSON/DEMENTED	2
MISSING PERSON/LOST	0
OPERATING WHILE INTOXICATED	7
OPERATOR NEVER LICENSED	10
POSSESSION OF MARIJUANA	4
PROPERTY FOUND	6
PUBLIC INTOXICATION	0
RECKLESS DRIVING	1
RESIDENTIAL ENTRY	0
RESISTING LAW ENFORCEMENT	0
RUNAWAY	2
SOLICITING	0
STALKING	0
SUICIDE/ATTEMPTS/THREATS OF	8
SUSPICIOUS INCIDENT/PERSON	12
THREATS/INTIMIDATION	7
TRAFFIC ACCIDENTS	5
TRAFFIC VIOLATIONS	23
TRESPASSING	1
UNLAWFUL ENTRY OF A VEHICLE	4
VIOLATION OF RESTRAINING ORDER	0
WEAPON VIOLATION	0
WELFARE CHECK	5

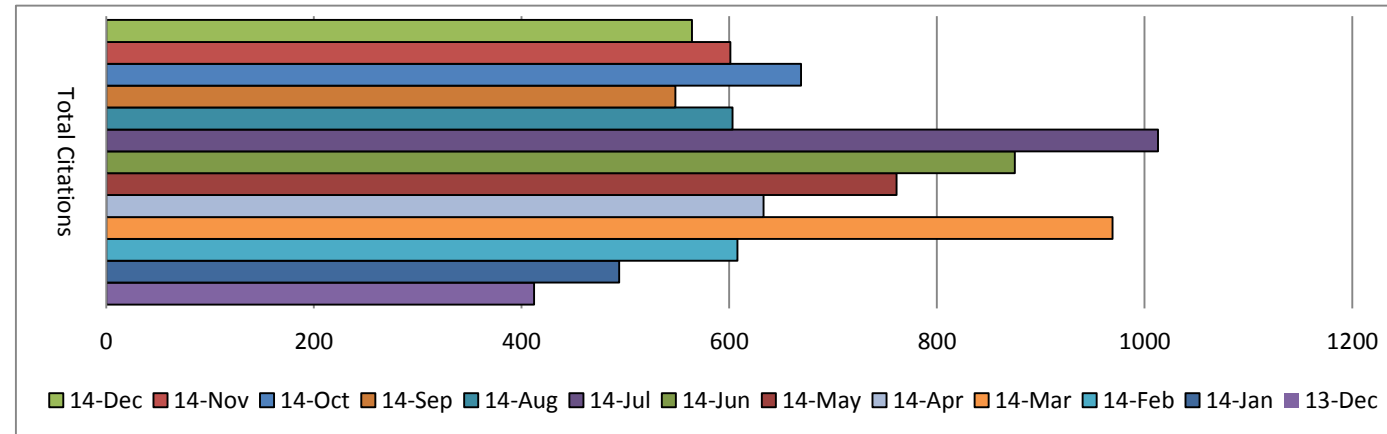
WESTFIELD POLICE DEPARTMENT

December 2014

Arrest Reports Taken	13-Dec	14-Jan	14-Feb	14-Mar	14-Apr	14-May	14-Jun	14-Jul	14-Aug	14-Sep	14-Oct	14-Nov	14-Dec
Alcohol/ Drug Related	24	16	15	27	21	14	15	17	18	24	7	17	11
Felony Charges	14	11	9	17	15	12	6	14	7	7	9	18	4
Misdemeanor Charges	55	59	48	78	65	57	70	72	63	85	35	52	42
Traffic Arrest Charges	33	39	33	51	40	29	52	41	47	52	18	33	33
Total Arrests	48	56	42	66	50	49	61	55	46	59	36	48	34



Traffic	13-Dec	14-Jan	14-Feb	14-Mar	14-Apr	14-May	14-Jun	14-Jul	14-Aug	14-Sep	14-Oct	14-Nov	14-Dec
Total Citations	412	494	608	969	633	761	875	1013	603	548	669	601	564
<i>Bike Patrol</i>	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Written Warnings	723	604	753	1052	790	793	801	855	768	862	826	835	981
<i>Bike Patrol</i>	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Traffic Accidents	49	70	56	41	53	35	46	46	38	57	58	58	54
<i>Hit and Run</i>	5	3	5	0	9	4	5	1	3	6	4	9	5
<i>Personal Injury</i>	5	10	8	4	7	3	9	9	7	11	10	10	5
<i>*Fatality</i>	0	0	1	0	0	0	0	0	0	0	0	0	0
<i>Property Damage</i>	39	57	42	37	37	28	32	36	28	40	44	39	44

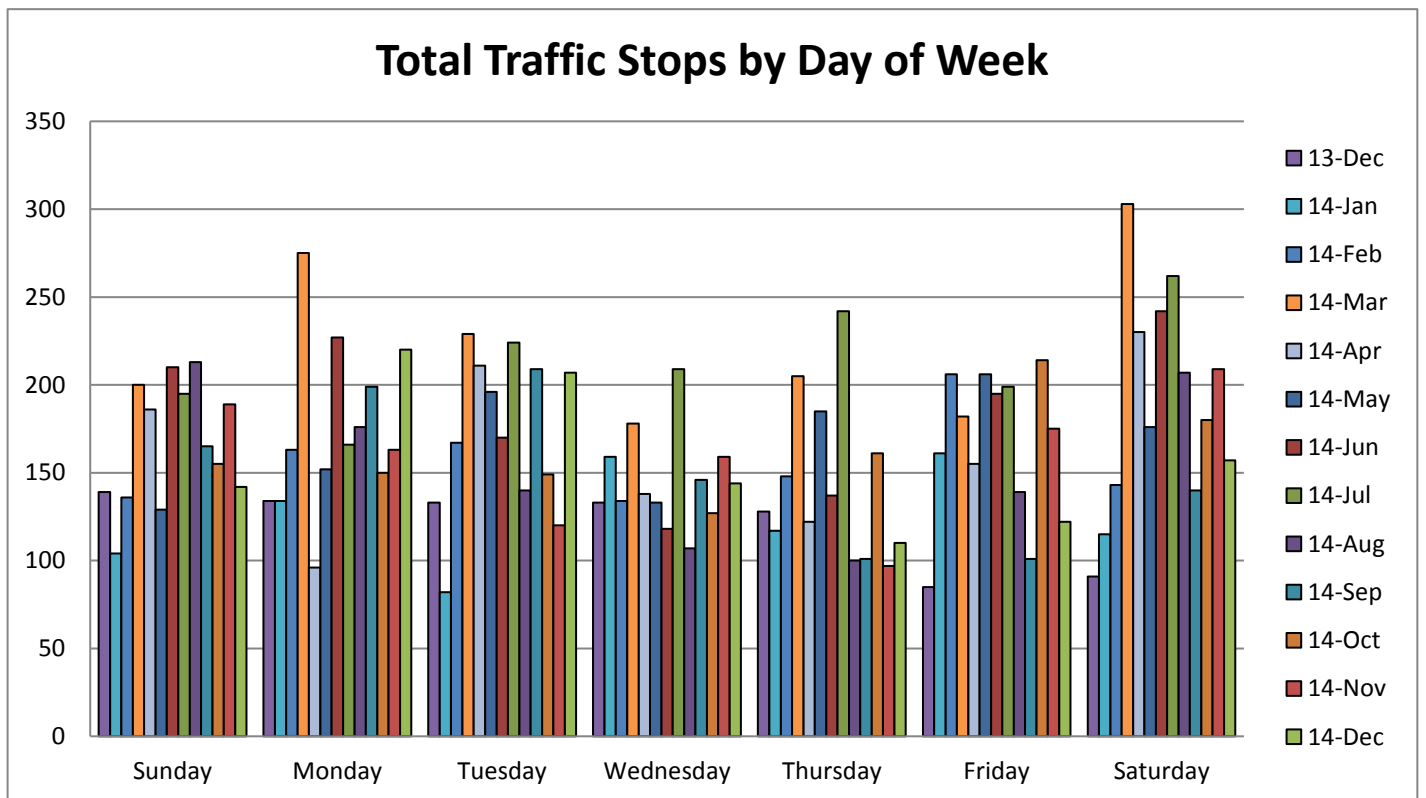


WESTFIELD POLICE DEPARTMENT

December 2014

Traffic Stops: SELF INITIATED by Day of Week

Day:	13-Dec	14-Jan	14-Feb	14-Mar	14-Apr	14-May	14-Jun	14-Jul	14-Aug	14-Sep	14-Oct	14-Nov	14-Dec
Sunday	139	104	136	200	186	129	210	195	213	165	155	189	142
Monday	134	134	163	275	96	152	227	166	176	199	150	163	220
Tuesday	133	82	167	229	211	196	170	224	140	209	149	120	207
Wednesday	133	159	134	178	138	133	118	209	107	146	127	159	144
Thursday	128	117	148	205	122	185	137	242	100	101	161	97	110
Friday	85	161	206	182	155	206	195	199	139	101	214	175	122
Saturday	91	115	143	303	230	176	242	262	207	140	180	209	157
TOTAL	843	872	1097	1572	1138	1177	1299	1497	1082	1061	1136	1112	1102



WESTFIELD POLICE DEPARTMENT

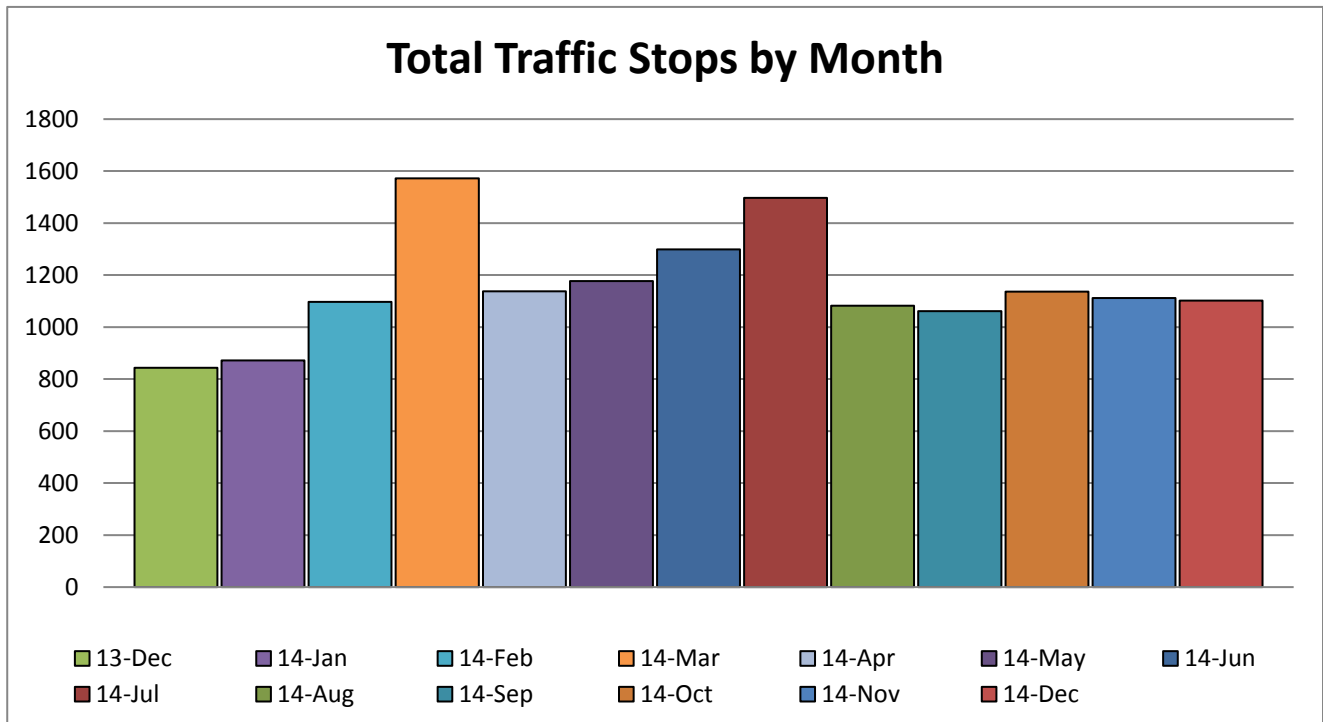
December 2014

Traffic Stops: SELF INITIATED by Hour of Day

Hour:	13-Dec	14-Jan	14-Feb	14-Mar	14-Apr	14-May	14-Jun	14-Jul	14-Aug	14-Sep	14-Oct	14-Nov	14-Dec
0	51	37	34	63	38	46	56	49	59	36	37	44	40
1	31	27	28	48	43	33	47	47	38	26	21	48	28
2	11	8	9	18	16	10	22	16	18	12	5	10	22
3	6	4	5	8	4	17	9	15	19	11	4	11	16
4	11	3	7	21	15	14	10	11	14	11	10	13	5
5	18	7	20	21	8	22	13	11	19	24	9	18	14
6	6	8	12	16	13	18	18	22	19	30	10	16	7
7	45	58	77	92	84	78	77	110	84	98	79	60	34
8	56	66	75	82	65	65	106	114	68	87	94	83	81
9	56	71	68	110	82	99	98	123	88	77	102	124	119
10	41	65	79	111	72	92	92	128	75	74	107	111	105
11	16	35	39	39	43	42	56	73	40	36	56	57	47
12	13	29	35	83	45	65	71	68	32	55	45	55	55
13	28	36	78	119	71	69	77	113	72	68	91	75	82
14	27	66	73	79	80	68	78	95	66	47	66	71	74
15	24	60	67	92	54	55	79	102	47	36	69	48	49
16	13	27	40	75	29	44	55	54	39	38	60	25	25
17	17	20	24	59	35	31	23	44	31	35	29	26	30
18	30	17	28	44	25	37	25	22	15	25	33	20	22
19	91	63	77	120	93	97	77	102	80	95	81	59	70
20	41	52	47	54	56	48	48	43	40	45	34	41	51
21	52	29	45	58	37	31	45	36	30	18	31	20	44
22	77	42	65	76	72	44	49	50	37	31	32	40	45
23	82	42	65	84	58	52	68	49	52	46	31	37	37
TOTAL	843	872	1097	1572	1138	1177	1299	1497	1082	1061	1136	1112	1102

WESTFIELD POLICE DEPARTMENT

December 2014



**Westfield Police Department
Community Events
December 2014**

12/9/14 Purchased items for approximately 50 kids to be donated to the Amanda Strong Foundation Holiday Season Event – Lt. Gorrell and Det. Clouse

12/9/14 Police Department Tour/Safety Talk – Assistant Chief Jordan

12/16/14 FOP COPS and KIDS - Took family shopping for food and items for kids – Lt. Gorrell and Det. Clouse

12/18/14 Parents and teen Drug Awareness for SMC Corporation of America – Sgt. Adams

DARE

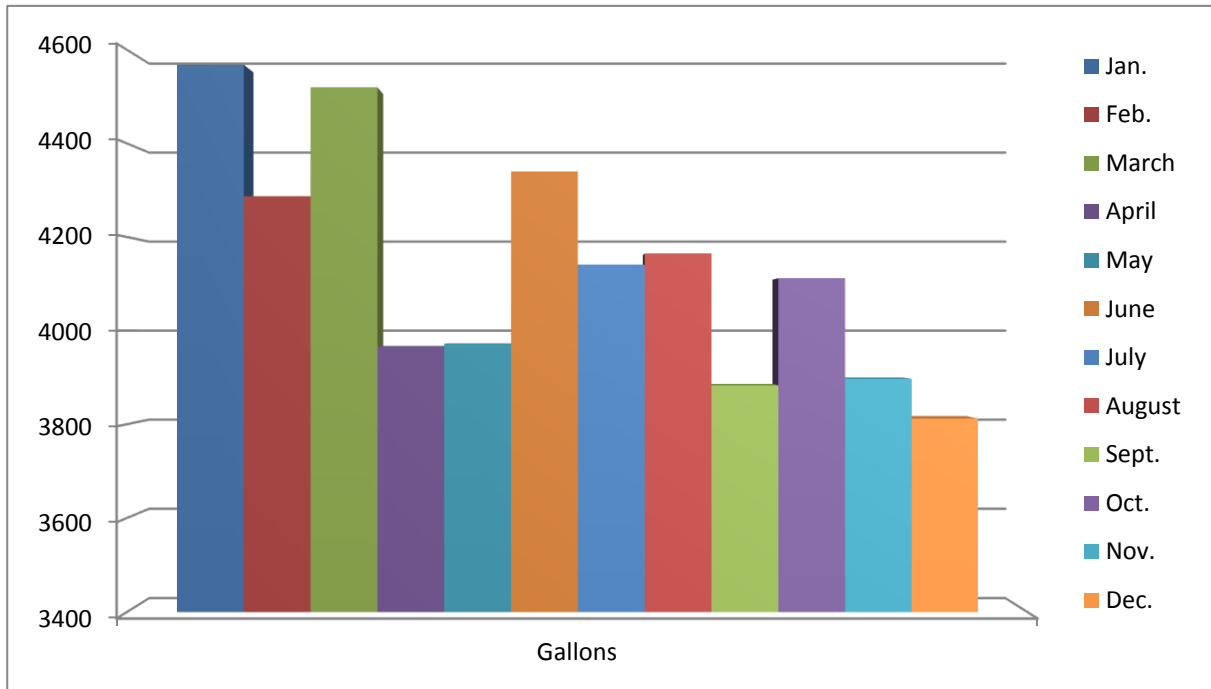
WESTFIELD POLICE DEPARTMENT

Monthly Fuel Purchases

Gallons 2013/2014

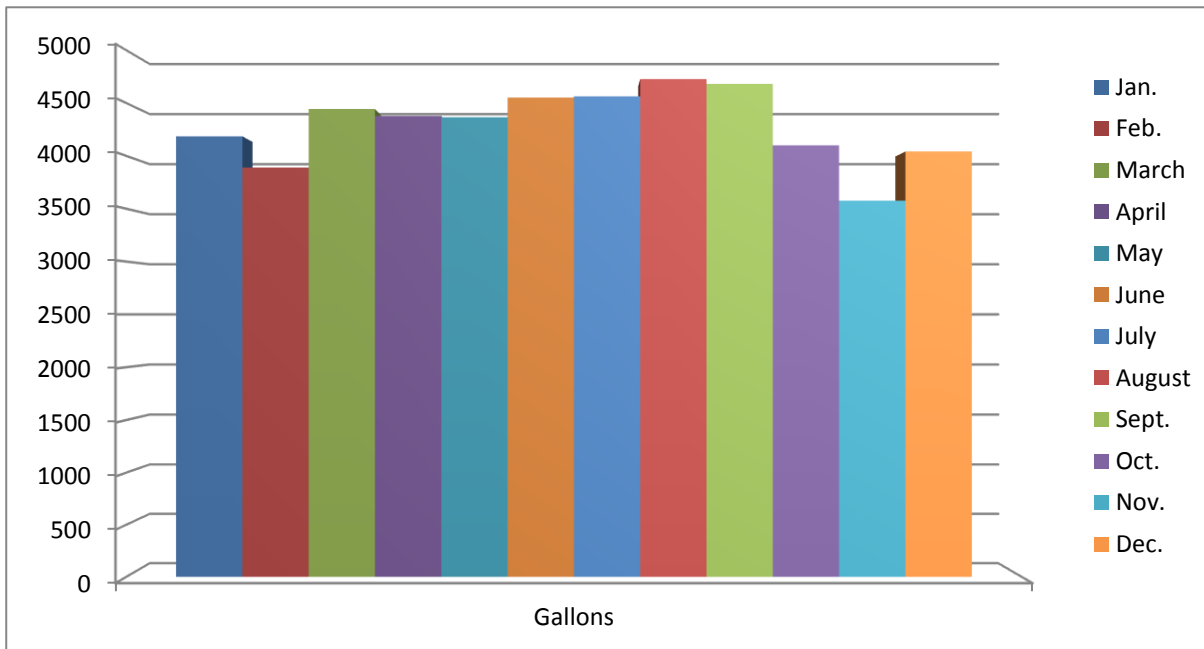
Fuel Purchases 2014

Month	Jan.	Feb.	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.
Gallons	4568	4287	4520	3966	3972	4340	4141	4165	3883	4112	3897	3812



Fuel Purchases 2013

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



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

12/2-4/14 The Bulletproof Warrior – Officers Tribbett and Gehlausen

12/4/14 Monthly K-9

12/11/14 TNT Tactics in Traffic – Officers Scheller and Gehlhausen

12/16-18/14 First Line Supervision: Mastering Leadership Skills – Officers Swiatkowski and Ford



Board of Works

Andy Cook
Randy Graham
Kate Snedecker

Clerk Treasurer

Cindy J. Gossard

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Memorandum

To: Westfield Board of Public Works & Safety

Date: January 28, 2015

Re: Public Works Project Report

Memo to Board Members

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

Westfield Public Works Executive Summary Progress Report

1. Street Maintenance

The Department of Public Works continues to perform Snow and Ice Management, as needed. We experienced a major event on January 6, 2015 that accumulated 5"+. There are a few hurdles to overcome, with subdivision contractor, but those issues have been addressed. Our top priority outside of Winter Weather is pothole repair. We are currently utilizing potholes@westfield.in.gov as our reporting method.

2. 2015 Resurfacing and Maintenance Improvement Project (MIP)

We are currently driving and evaluating every road and assigning a PASER and drainage rating (1-10). This will allow us to update our MIP and prioritize needed repairs. A detailed maintenance plan will be presented as it is finalized.

Construction Projects

3. 161st Street & Carey Road Roundabout

City Project Manager: Gary Pence

Designer: DLZ

Funding: 100% locally funded (Utility Proceeds)

Contractor: E&B Paving

Roundabout is currently open to traffic. The surface layer, signage, sidewalks, and other punch list items will be finished in the spring, as weather permits.

4. IMMI Way (Union Street Extension to East St.)

City Project Manager: Gary Pence

Designer: A & F Engineering

Funding: 100% Federal supported construction & inspection

INDOT Bid Date: August 2014

This is a new 3 lane section of roadway that connects N. Union St, to East St. The roadway is open to traffic and has signage, seeding, and other punch list items to complete this spring.

5. 191st and Tomlinson Roundabout

City Project Manager: Gary Pence

Designer: USI Consulting

Funding: Utility Proceeds

INDOT Bid Date: July 2014

Other Notable Projects

City Project Manager: Gary Pence

1. 161st and Carey Road RAB

Roundabout is currently open, to traffic, but surface layer, signage, sidewalks and other minor work still needs to be finished in the spring, as weather permits.

2. IMMI Way (North Union Street Extension)

New Roadway project connecting North Union Street to East Street. This is needed due to the closure of Union Street to US 31. The roadway is open to traffic and has signage, seeding, and other punch list items to complete this spring.

3. 191st and Tomlinson RAB

This project is to construct a new 2 lane roundabout at this existing 4 way stop intersection. This project is currently under

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construction with all utilities relocation complete and the new box culvert is in place. This is expected to be open to traffic will be May.

4. 156th and Spring Mill Roundabout

The project is to put in new 2 lane roundabout replacing a 4 way stop controlled intersection. The project was let on January 14th, but unbalanced bids will require it to bid again. Most utilities are relocated and construction is anticipated this spring. Construction and inspection 100 percent reimbursable, by INDOT

5. 161st and Oakridge RAB

This project is to build a new 2 lane Roundabout in place of the current 4-way stop intersection. This project will be let on Feb 4th through INDOT. Demolition and utilities relocations are expected to start this spring with closure and construction anticipated when the 156th and Springmill RAB opens. Construction and inspection is 100 percent reimbursable, by INDOT.

6. Grand Park Blvd Extension

This project is a new boulevard roadway connection and roundabout from Wheeler Road north to the existing at 186th street RAB. This project is currently in construction with mostly earthmoving and storm drains work presently. Expected open to traffic near the end of June.

7. Ditch Road Extension

This project is a new boulevard roadway section, expending from SR 32 north and connect to a new roundabout at Casey Road. The roadway plans are 99 percent complete and right of way is clear. Utilities are still in need of relocations. The current plan is to split the project into two phases. The first contract would deal with fixing the drainage issues on Ditch Road south of SR 32 and new pipe under SR 32. There is currently no timeline for work, but the expectation it to start early summer as not to effect the school bus traffic. The rest of the project will be let later at the direction of the Mayor.

8. Towne Road for 156th street to 166th street

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This project is for sight distance improvements, roadway widening and 3 culvert replacement project on Towne Road from 156th to 166th street. This project is INDOT funded project (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.

9. Oak Trace Elementary School Safe Road to School Study

Engineering study to improve safety for Oak Trace Elementary School. Waiting for INDOT funding approval to start study. Expect start August 2015

City Project Manager: Phil Sundling

10. Wheeler Road Extension Letting at the earliest in July

- Design at 80%, awaiting final drainage decision
- Roadway reconstruction project that runs from SR 32 to 181st Street
- R/W – Wheeler parcel filed for condemnation last week, should have findings within the next month or two
- Utility Proceeds funding

11. Monon Phase 6

- Design at 90%
- Project runs from 181st to the Monon Elementary School north of 191st
- Trailhead will remain as part of Phase 7 due to the latest design change – won't have time to get R/W clear and include in Phase 6
- R/W – 3 parcels left, should have all cleared in the next few weeks
- MPO funding for PE, CN, CE – match with local Utility Proceeds

12. Westfield Boulevard Extension (West Access Road)

- Design at 85%
- New roadway project that runs from 151st west of Target to new underpass that INDOT built for Union Street
- Awaiting final drainage design

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- We are currently in the R/W acquisition phase
- PE funded via Village Park TIF
- RW, CN funded with Utility Proceeds

13. Greyhound Pass Modernization

- Intersection improvements from 147th to US 31 (3 lights total)
- Awaiting traffic study report from A&F before moving forward with scoping out the project – should be this week
- Roughly \$1.8-mil reimbursable from CMAQ funds
- City will fund remaining portion

14. North Union Sidewalk Extension (CDBG)

- PCS survey finished and sent over on 11/13/14
- R/W line work sent over from Pat McCallister with PB
- \$153k reimbursement from CDBG with the City matching a portion

15. Westfield Boulevard Connector (South Poplar Extension)

- Des. No. awarded from INDOT
- Pending Federal approval w/formal award expected in February
- Current plan to go from 161st to 169th

16. 186th and Springmill RAB

- Approved by MPO
- Awaiting PE contract
- 2017/2018 construction
- \$2-mil reimbursement from MPO (CN, CE)
- City will fund remaining portion

17. Red Line Mass Transit

- City committing \$146k match for PE and ENV services
- Multiple stops from 146th, Village Park, Downtown Westfield, Grand Park
- Construction not until 2020 at the earliest

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City Project Manager: John Green

18. Mill St. Extension

- Home demolition is currently out to bid. Bids are due next week.
- Home demolition will clear 6 parcels in the winter and 5 parcels in the Spring/Summer.
- Roadway design is expected to complete in February.
- Roadway will be bid in March, with award anticipated in early April.

19. Grand Park

- Mobilizing design team for riparian corridor remediation.
- Preparing costs for the next phase of design, which is currently unfunded.

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