



CITY OF WESTFIELD, IN
BoardofPublicWorks_Meeting_Agenda_11_11_2020

Wednesday, November 11, 2020 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, November 11, 2020 at 01:00 PM

MEETING PLACE: Virtual Conference Call

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

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Action Item #1:

Approval of Minutes from Meeting October 28, 2020

Documents: [Minutes - October 28, 2020](#)

Bid Approval

Construction Standards & Specifications Changes

Change Orders

Contracts/Agreements

Action Item #2:

WSP, USA, Inc. & City of Westfield – Consulting Contract - Reconstruction of Little Eagle Creek from 146th Street to Shelborne Road

Documents: [WSP, USA Consulting Contract](#)

Agreements and/or Memorandum of Understanding (MOU)

Permit Approval

Action Item #3:

Duke Energy – 16970 Towne Road – Westgate, Section 1 Encroachment Application

Documents: [Encroachment Application](#)

Consent Agenda

WPD - Approval to give a conditional offer of employment to: Phillip Mattes, Linhsey Trinh, Don C. Bennett, & Preston Howard

Approval of 2021 Board of Public Works & Safety Schedule of Meetings & Deadlines

Documents: [2021 Meeting Schedule](#)

November Bond Information

Documents: [Bond Information - November](#)

Department Reports

Fire

Police

Public Works

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY October 28, 2020

The Westfield Board of Public Works and Safety met on October 28, 2020 via conference call. Present were Randy Graham, Jim Ake, Kim Strang, Deputy Clerk & Brian Zaiger, Legal Counsel.

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

AGENDA ITEMS:

Action Item #1: Meeting Minutes Consideration for Approval:

Jim Ake made the motion to approve the September 23, 2020 meeting minutes as presented. Randy Graham seconded. Vote: Yes-2; No-0. Motion carries.

CONTRACTS/AGREEMENTS

Action Item #2: INDOT-City of Westfield-Opticom Systems Agreement

Johnathon Nail presented stating this is an update to existing agreement adding the installation of special emergency vehicle preemption equipment to the signals at State Road 32 & Ditch Rd. This trips the signals when emergency vehicles are entering the specified area.

Randy Graham made the motion to approve the agreement as written. Jim Ake seconded. Vote: Yes-2; No-0. Motion carried.

Mayor Cook joined the meeting @1:03

Action Item #3: Midstates Recreation-Sona Arch-Quaker Park

Chris McConnell presented stating this is for the purchase and installation of a Sona Arch, (playground, gaming system) at Quaker Park. Ten games will be installed with the ability to add more in the future.

Jim Ake made the motion to accept the quote for the equipment. Randy Graham seconded. Vote: Yes-3; No-0. Motion carried.

Action Item #4: CRG-Shelter at Pickle Ball Court-Quaker Park

Chris McConnell present stating this is for the purchase and installation of a 12x16 steel roof shelter to be located by the pickle ball courts at Quaker Park.

Jim Ake made the motion to approve quote for the shelter. Mayor Cook seconded. Vote: Yes-3; No-0. Motion carried.

Action Item #5: GFS and the City of Westfield-Right-of-Way Dedication

Johnathon Nail presented stating GFS is dedicating real estate to the city for public right-of-way purposes only. (NS of 196th Street and WS of Grassy Branch.)

Jim Ake motion to approve ROW dedication. Mayor Cook seconded.
Vote: Yes-3; No -0. Motion carried.

Action Item #6: Citizens Wastewater of Westfield & City of Westfield-Utility Reimbursement Agreement

Michael Pearce presented stating this agreement is for the reimbursement to Citizens for the manhole casting adjustment that is needed for the construction of the RAB at 169th Street and Spring Mill Rd. The agreement amount is \$4,000.

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

Action Item #7: Recreation Insights & City of Westfield-Contract for Goods and Services-Grand Junction Playground

Chris McConnell stating this is for the purchase and installation of a one-of-a-kind playground at Grand Junction Plaza. The playground is expected to be completed in the fall of 2021, with a not to exceed purchase price of \$592,678.00.

Jim Ake made the motion to approve the contract as written. Mayor Cook seconded.
Vote: Yes-3; No-0. Motion carried

Action Item #8: GAI Consultants & City of Westfield-Professional Engineering Services Contract-171st Street & Carey Road Roundabout

Johnathon Nail presented stating this contract is for GAI Consultants to provide their professional service required to complete the design, land acquisition, and construction phase services for the RAB at 171st and Carey Rd. The contract has a not to exceed amount of \$180,930.

Mayor Cook made the motion to approve the contract. Jim Ake seconded. Vote: Yes-3; No-0. Motion carried.

Action Item #9: American Structure Point & City of Westfield-Local Public Agency Contract-Amendment #3-East Street Extension from 196th Street to State Road 38.

Johnathon Nail presented stating the amendment revises the cost on the scope of services from one service to another but does not alter the overall original contract agreement amount of \$634,845. The amendment is being done for audit and transparency purposes.

Jim Ake made the motion to approve the amendment to the contract. Mayor Cook seconded.
Vote: Yes-3; No-0. Motion carried.

Action Item #10: Harding Group & City of Westfield-Goods and Services Contract-2020 Crack Sealing

Johnathan Nail presented stating that this is the crack sealing contract which adds life to various thoroughfare and residential streets throughout the city. There were five RFP's with Harding Group being the only one to respond with a quote (\$131,485).

Mayor Cook made the motion to approve the contract as written. Jim Ake seconded.
Vote: Yes-3; No-0. Motion carried.

Action Item #11: VS Engineering & City of Westfield-On-Call Services Supplemental-2

Johnathan Nail presented stating this is to increase the amount on the original contract by \$15,000 to cover culvert changes, temporary retaining walls, and coordination of changes in utility connectivity at Grand Junction Plaza.

Randy Graham made a motion to approve supplemental addendum #2. Jim Ake seconded.
Vote: Yes-3; No-0. Motion carried.

Action Item #12: Lennar Homes of IN & City of Westfield-Right of Way Dedication-Osborne Trails, Section 7

Johnathan Nail presented stating Lennar Homes is dedicating real estate to the city along 193rd Street for future expansion.

Jim Ake made the motion to approve the right of way dedication. Mayor Cook seconded.
Vote: Yes-3; No-0. Motion carried.

PERMIT APPROVAL

Action Item #13: Duke Energy-1721 151st Street-Liberty Villas Encroachment Application

Adam Essex presented stating this is a request to allow Duke to relocate two existing poles and add 2 additional poles to the back of the right of way located in Liberty Villa subdivision on the southside of 151st St between Towne & Ditch Roads.

Mayor Cook made the motion to approve the encroachment application. Jim Ake seconded.
Vote: Yes-3; No-0. Motion carried.

CONSENT AGENDA:

WPD- Approval to promote officers Matt Ford & Steffan Short to rank of Sergeant

Lien Release

October Bond Information

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

DEPARTMENT REPORTS:

Fire- No Report

Police- Chief Rush

Public Works- Johnathon Nail

With no further business Randy Graham made the motion to adjourn. Jim Ake seconded.

Vote: Yes-3; No-0. Motion carried.

The meeting was adjourned at 1:35 PM

Deputy Clerk-Treasurer

Board of Public Works and Safety

CITY OF WESTFIELD - 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 WSP USA Inc. ("the CONSULTANT"), a corporation/limited liability company organized under the laws of the State of INDIANA.

Project No.: _____

Project Description: Reconstruction of Little Eagle Creek from 146th Street to Shelbome Road
(Des. No. 1902801)

RECITALS

WHEREAS, the LPA has entered into an agreement with the CONSULTANT for a roadway widening and reconstruction 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 November 29, 2025. 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 **\$ 654,003.00.**

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, State of Indiana, or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA or State of Indiana. 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 or State of Indiana 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.

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 SUB-CONSULTANTS 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 SUB-CONSULTANT. The CONSULTANT shall immediately notify the LPA 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. 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 the City of Westfield 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. (Westfield'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. (Westfield'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. (Westfield'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 LPA within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with Westfield'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 SUB-CONSULTANTS, 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 SUB-CONSULTANT 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 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, 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 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 SUB-CONSULTANT procurement as the LPA 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 SUB-CONSULTANT 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.

12. **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.

13. 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.

14. 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.

15. **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.
16. **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.
17. **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 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.
18. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
19. **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.
20. **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 the LPA as insured 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 18 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: 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: 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.

21. **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.
22. **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:

City of Westfield
Attn: John Nail
2706 E. 171st Street
Westfield, IN 46074

Notices to the CONSULTANT shall be sent to:

WSP USA Inc.
Attn: Kelli McNamara
115 W. Washington Street, Suite 1270S
Indianapolis, IN 46204

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.

23. **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.
24. **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 the LPA 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".

25. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
26. **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, IC 34-54-8, and IC 34-13-1.
27. **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.
28. **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.
29. **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:
30. **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.
31. **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.
32. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
33. **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 affected 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.

34. 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 12). 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.

35. **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.
36. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant LPA standards including, but not limited to, the most current version of the City of Westfield Standards and Specifications, 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.
37. **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.
38. **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.
39. **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.

CONSULTANT

CITY OF WESTFIELD

Kelli McNamara, WSP USA Inc.

Jeremy Lollar, Director of Public Works

Attest:

Jeff Hill, WSP USA Inc.

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

The CONSULTANT shall be responsible for performing the following activities:

Project Description

WSP USA Inc (the CONSULTANT), is the prime design Consultant to the City of Westfield (the CLIENT) for the preliminary engineering for reconstruction of Little Eagle Creek Avenue from 146th Street to Shelbome Road; total reconstruction length of approximately 1.58 miles long. The project is a federally funded project in the City of Westfield, Hamilton County, Indiana. The CONSULTANT shall be responsible for the management, coordination, design and development of plans necessary to produce construction contract documents so that others may construct the improvements for the roadway reconstruction on Little Eagle Creek Avenue as identified.

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

The CONSULTANT shall coordinate its designs with guidance from the CLIENT on scope, schedule, and design-related technical issues, subject to approval by INDOT or Federal Highway Administration (FHWA). A more detailed discussion of the CONSULTANT's proposed services is described in the following specific sections:

Section	Description
Section 1:	Project Management/Quality Management/Controls/Project Meetings/Public Involvement
Section 2:	Topographic Data Collection Survey/Location Control Route Survey Plat (LCRSP)
Section 3:	Environmental Document/Permitting
Section 4:	Roadway Design
Section 5:	Bridge Design
Section 6:	Geotechnical Investigation
Section 7:	Hydraulics/Drainage Design
Section 8:	Utility Coordination
Section 9:	Right-of-Way Engineering & Plans
Section 10:	Real Estate Services
Section 11:	Post-Design Services

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

The Consultant shall perform project management, quality management, project and document controls, assist in public information meetings, and perform coordination required for the design and construction of the project.

Results/Deliverables

- Project Management and Coordination
- Monthly Progress Reports & Quarterly Updates
- Minutes of Coordination Meetings
- Quality Assurance
- Project and Document Controls
- Stakeholder Meetings (1 meeting) and Exhibits
- Project Accounting and Administration
- Project Coordination Meetings attendance and meeting minutes (up to 6 meetings)
- Project close-out

Activities

Project Management

The Consultant will provide Client with monthly progress report updates (45 monthly progress reports anticipated). The monthly updates will include at a minimum:

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

The Consultant will participate in scheduled coordination – anticipated to be quarterly through the design of the project (10 quarterly coordination anticipated). The meetings will include input received from agencies and third-party consultants to support the Project. The topics covered at these meetings may include: local community interaction, design issues, utilities, ROW, permitting, hydraulics, maintenance of traffic and construction sequencing, and unique special provisions.

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

Quality Management

WSP is ISO 9001:2008 certified. WSP and its suppliers will adhere to a project specific Quality Management Plan (QMP). The QMP outlines the methodology for Quality Control and Quality Assurance on the Project. The QMP includes direction for time allocated in the schedule to perform the review task, hours allocated in the budget to perform the review task, and identification of specific independent technical reviewers to perform the review task. WSP, and its suppliers, will perform Quality Control on deliverables prior to submitting them to the Client. Quality Control of each deliverable is detailed and accounted for within each scope task. Quality Assurance is held within this task.

Project and Document Controls

The Consultant will prepare earned value controls providing a method to track schedule and cost (SPI and CPI) and report status to the Client.

The Consultant will outline and implement a document control system for the Project. This includes an internal communication plan and implementation of the Client's communication plan. All project related e-mails will contain a proper subject heading referring to the Project for ease of retrieval and searching and will be stored on WSP's secure Outlook platform.

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

Stakeholder Information Meeting

The Consultant will support the Client and participate in up to one (1) stakeholder information meeting. The consultant will prepare exhibits for the stakeholder meeting and prepare documentation of meeting minutes for the Client.

Items Specifically Not Included

- Development of project website, Twitter, Facebook or other social media.
- Public hearing.

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

The purpose of this survey is for roadway widening and reconstruction on Little Eagle Creek Avenue from 146th Street to Shelborne Road for a total of approximately 1.58 miles located in Hamilton County. The project will be designed in accordance with INDOT LPA criteria. The limits of the survey shall be as follows:

- The limits of topographic survey along Little Eagle Creek Avenue shall extend from 146th Street to 200 feet northeast of Shelborne Road for a total length of approximately 8,530 feet.
- The lateral limits of the survey shall extend to include the face of the adjacent buildings or 50 feet each side of the centerline of Little Eagle Creek Avenue whichever is closest, for a total width of approximately 100 feet.
- The limits of topographic survey shall extend 200 feet along roadways intersecting Little Eagle Creek Avenue with lateral limits of the survey extending to include the face of the adjacent buildings or 50 feet each side of intersecting roadway centerline for a total width of approximately 100 feet. The intersecting roadways include: Country Place Drive, 156th Street, Shelborne Road.
- See Subconsultant (VS Engineering) documentation for other activities, assumptions and exclusions.

Specific Activities:

- Provide Horizontal Control. The horizontal control will be based on Indiana State Plane Coordinates, (NAD 83).
- Provide Vertical Control. The vertical control will be based on an assumed datum, GPS observed elevation (+0.2'), (NAVD88 datum). This methodology would be used for all topographic areas.
- Coordinate with the utility companies to have the utilities marked. Provide CLIENT with names, address, and the contact person for each utility company. The utilities will be marked for the horizontal location only. The depth, size, or any other features will not be noted. Utilities will be notified for the designated area along the Project.
- Research the last deed or plat of record for the current property owner for the project.
- Provide the plotted location of the right-of-way based on deed and/or plat research. The locations will be plotted in the specified locations.
- Provide an investigative/thorough search involving-right-of way grants, plans, and plats to determine a more definitive location of the right-of-way.
- Process field data into Inroads format.
- Notice of Survey Letters.
- Find and reference Section Corners as needed.
- Prepare a field survey book complying with INDOT requirements including 3 Point ties for all control points.
- Processing of survey data.

Deliverables:

- Topographic survey in electronic drawing format for use by design team.
- Field Book.

Assumptions:

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

Items Specifically Not Included:

- Title Research.
- Parcel acquisition.
- Field stakes locating the proposed geotechnical boring and pavement coring locations are defined under Geotechnical Engineering.

- Prepare documents to clear any right-of-way required for project construction.
- Provide field stakes locating the new right-of-way.
- Centerline monuments.

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Section 3: Environmental Document/Permitting

WSP will prepare an environmental document to satisfy NEPA requirements and related IDEM 401/404 permit and IDNR Construction in a Floodway (CIF) permit for the reconstruction of Little Eagle Creek Avenue roadway widening and bicycle lanes. The project will be designed in accordance with INDOT LPA criteria; therefore, the environmental document shall be prepared in accordance with INDOT's Procedural Manual for Preparing Environmental Documents and INDOT's Categorical Exclusion Manual (latest edition). It is anticipated that the project will require 25 parcels of right-of-way to be acquired for the project. Therefore, it is anticipated that a Level 2 Categorical Exclusion (CE) will be required for this project.

Services to Be Provided By WSP

- Stage 1 level plans for the proposed improvement shall be made available to the environmental team.
- Base project area maps will be provided to facilitate report preparation.
- Project information relating to Parts I & II of the INDOT CE/EA Form shall be provided to the environmental team.
- Enclosures required for 401 WQC Regional General Permit Notification form including the following:
 - Drawings of existing site and proposed project
 - Cross sections showing bank full width or ordinary high-water mark of the stream
- Enclosures required for CIF Permit including the following, which will be prepared as part of Section 7: Hydraulics / Drainage Design;
 - Hydraulic Modeling, Analysis, and exhibits
 - Hydraulic Report Preparation and Final Hydraulic Report

Deliverables- Environmental Document

- Waters of the US report.
- Section 106 Documentation
- Draft CE document, electronically in .pdf format, prior to submission to INDOT for release for public involvement for review and comment.
- Final CE document, electronically in .pdf format, prior to submission to INDOT for review and comment.
- Commitments summary database input and report.

Specific Activities/Tasks – Environmental Document

- Prepare the INDOT CE/EA Form along with necessary attachments and make any modifications needed to obtain INDOT approval.
- Complete all necessary field work to address items in Part III of the INDOT CE/EA Form to identify and evaluate impacts of the proposed action.
- Section 106 documentation in accordance with MPPA, B-8.
- Prepare a Waters of the US report.
- Submit draft CE document to INDOT via ERMS for release for public involvement.
- Update public involvement section of CE after public involvement requirements are met and submit to INDOT for certification of public involvement.
- Submit final CE document to INDOT via ERMS for final approval.

Data Collection

WSP will collect available resource information about the project and its corresponding project area, including existing reports and documentation; and conduct a review of the GIS data layers and information contained on the IndianaMap Website. Data will be collected within 500 feet of the project area.

Site Visit

WSP staff will perform up to three site visits to the project to inspect the project area and confirm secondary source data collection.

Red Flag Investigation

Information obtained from data collection will be used to prepare a Red Flag Investigation (RFI) document. The RFI will be submitted to INDOT Site Assessment & Management for their review and concurrence and included in the CE document.

Early Coordination

WSP will prepare an Early Coordination Package with project details and mapping. The package will be distributed to appropriate Federal, State, and local agencies as required by the current INDOT Categorical Exclusion Manual. WSP will assess early coordination comments received from agencies and will continue to coordinate with appropriate agencies as the project progresses.

Informal Consultation for Bats

WSP will complete a United States Fish and Wildlife (USFWS) Information for Planning and Consultation (IPaC) review of the T&E species for consideration of INDOT's Section 7 T&E Bat Programmatic Agreement. WSP will use the IPaC website to generate an official species list and will utilize the IPaC website and coordinate with INDOT Greenfield District to obtain a consistency letter and concurrence verification letter. A finding that the project requires formal consultation will require an addendum.

Section 106 MPPA

WSP will coordinate with INDOT Cultural Resources Office (INDOT-CRO) on submittal of the INDOT-CRO Minor Projects Programmatic Agreement (MPPA) Submission Form and supporting materials for review and approval. It is assumed this project will fall under Category B of the current INDOT-CRO MPPA (February 2019).

Wetland Determination/Delineation and Waters of the U.S. Determination

A field reconnaissance will be conducted during the growing season of April 15 through October 15 by WSP in accordance with the U.S. Army Corps of Engineers Wetland Delineation Manual of January 1987. A delineation of identified wetland areas will also be conducted. Identified waterways will also be surveyed to determine if they meet the definition of a Waters of the U.S. A final report of the findings will be completed for submission to the U.S. Army Corps of Engineers for review and determination. Portions of the Waters of the U.S. report will be included in the environmental document. Project study limits will extend 10 feet on either side from the edge of pavement along Little Eagle Creek Avenue and the connecting road approaches. Stream or wetland mitigation is not included with this scope.

Categorical Exclusion Documentation

The Categorical Exclusion (CE) document includes gathering and documenting information applicable to the project and the resulting impacts to the built, natural, and social environment. Due to anticipated acquisition of temporary and permanent right-of-way for the project, it is anticipated that a Level 2 CE will be necessary. It is anticipated that less than 10 acres of permanent or temporary right-of-way will be required for this project. No relocations of people or business are anticipated for the project.

WSP will prepare a Draft CE Level 2, using the current INDOT template. Inventoried information will be included in a study area exhibit(s). The CE form will be submitted to INDOT Greenfield District for review and comment. This scope assumes up to two rounds of revisions based on INDOT comments. WSP will submit a revised CE Level 2 for approval and release for public involvement. Following certification of the public involvement package in the Public Involvement task, the CE will be updated to address public comments and submitted to INDOT Greenfield District for final review and approval.

Public Involvement

If more than 0.5 acre of right-of-way would be required for the project, a public notice would be published after INDOT releases the CE for Public Involvement. WSP will assist the INDOT Greenfield District in coordinating public involvement activities, including the advertising of the public hearing opportunity and documenting all activities undertaken during public involvement in the CE Level 2. The notice will solicit the public for the opportunity to request a public meeting or hearing. After the comment period, the WSP will prepare a public involvement packet and CE cover sheet and submit to INDOT Greenfield District for review and signature/certification. This task does not include a public hearing or public meeting.

Commitment Summary Database

WSP will prepare the summary database for inclusion of mitigation commitments resulting from the NEPA process into future phases of the project. The database spreadsheet will be submitted to INDOT Greenfield District.

Specific Activities- 401/404 Permit

It is anticipated that the project will qualify as a Regional General Permit (RGP).

- Prepare and submit application for a Section 404 permit from the U.S. Army Corps of Engineers (ACOE) and obtain approved jurisdictional determination.
- Prepare and submit application for a Section 401 Water Quality Certification (WQC) Regional General Permit Notification form to the Indiana Department of Environmental Management (IDEM).

Specific Activities- IDNR Construction in a Floodway Permit

One tributary crossing of Little Eagle Creek (Bear Creek) by Little Eagle Creek Avenue has a drainage area over one square mile in an urban area. Under the Indiana Flood Control Act, a permit from the Indiana Department of Natural Resources (IDNR) for construction in the floodway (CIF) is required.

- Prepare CIF permit application for the selected alternative.
- Identify and Prepare Public Notice. Identify adjacent property owners.
- Submit CIF Permit Application and supporting documentation to IDNR.
- After CIF submittal, send out notifications to adjacent property owners.

Assumptions:

- Level of environmental documentation will not exceed CE-2.
- Project will require no more than 10 ac. of acquired right of way.
- Project will qualify under MPPA, B-8. If historic properties are encountered within the area of potential effects, which requires a full Section 106, this will require a change in scope and fee.
- The scope of work does not include any additional hazardous materials investigations that may be warranted, such as a Phase 1 or Phase II Environmental Site Assessments.
- Scope does not include a Section 4(f) *de minimis*, individual, or programmatic evaluation.
- A Biological Assessment and Section 7 Consultation are not included as part of this scope. The Section 7 Consultation process is triggered by a proposed action involving a federal agency's authorization of a major construction activity and the proposed action has the potential to affect listed species or species proposed for listing. Specific Threatened and Endangered (T&E) species assessments will not be conducted under this scope. Special species field surveys, such as mist netting for Indiana Bat, fish/mussels or other T&E field surveys are not included as part of this scope.

Items Specifically Not Included

- Full section 106 review
- Historic or cultural resource surveys or consultation
- Endangered Species Surveys or Section 7 Consultation, other than USFWS IPac Consultation/Determination Forms and Official Species List
- Hazardous Materials Investigation

- Noise Analysis

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Section 4: Roadway Design

This section will provide deliverables for road widening and reconstruction on Little Eagle Creek Avenue from 146th Street to Shelborne Road. For specific tasks to provide the deliverables identified, see the fee justification.

Results/Deliverables

- Abbreviated Engineer's Report
- Level 1 calculations and checklists
- Stage 1 Plans Submission
- Preliminary Field Check Meeting & Minutes
- Stage 3 Plans Submission
- Final Tracings Plans Submission
- Final Tracings plan set is anticipated to include the following sheets:
 - Title Sheet
 - Index and General Notes Sheet
 - Plat Sheet
 - Typical Cross Section Sheets
 - Plan and Profile Sheets
 - Construction Details
 - Signing and Pavement Marking Sheets
 - Traffic Maintenance Phasing Sheets
 - Erosion Control Details
 - Summary Tables
 - Cross Section Sheets
- Quantities and an Opinion of Probable Cost

Task 4A.1: Stage 1 Plans Submission

Following approval of the Scope-of-Work the CONSULTANT shall prepare the Stage 1 Plans Submission. Plan sheets will be in 24" x 36" format. The submission will include:

- Field Visit to verify the scope of work.
- Attend preliminary scoping meeting with CLIENT.
- Traffic Data for the Title Sheet and Pavement Design.
- Plan sheets developed in accordance with IDM 14-2.01(03). The plan sheets are anticipated to be developed at a scale of 1" = 20'.
- Quality assurance and quality control on all deliverable documents developed by the CONSULTANT.

Task 4A.2: Preliminary Field Check

The CONSULTANT will schedule a Preliminary Field Check with the CLIENT's Project Manager following the review and acceptance of the Stage 1 Plan submission. Preliminary field check plans will be developed in accordance with IDM Chapter 14-2.01(05) and will be distributed to the preliminary field check invitees prior to the meeting. The CONSULTANT will lead and attend the PFC meeting. The CONSULTANT will record meeting minutes and distribute them to all attendees.

Task 4A.3: Stage 3 Plans Submission

Following the preliminary field check meeting the CONSULTANT shall prepare the Stage 3 Plans Submission. The Stage 3 Plan Submission will be 24" x 36" format and shall include applicable items from IDM 14-2.01(12).

Task 4A.4: Prepare Tracings & Bidding Documents

Upon completion and final approval of the Stage 3 Plans, the CONSULTANT shall deliver to the CLIENT the final tracings plan submission in 24" x 36" format and shall include applicable items from IDM 14-1.02(04).

Task 4A.5: Roadside Drainage

CONSULTANT will coordinate with the CLIENT to determine appropriate level of storm water detention requirements for the project. CONSULTANT shall evaluate detention options in accordance with determined parameters. Final detention design and report shall be prepared and submitted to the CLIENT for approval. The CONSULTANT shall perform necessary calculations for ditch sizing for an open drainage system that will outlet to Little Eagle Creek. Calculations shall include the following;

- Hydraulic analysis of grade controlling mainline culverts under 4-foot diameter.
- Delineation of contributing watershed areas.
- Delineation of flow path for determination of time of concentration (Tc).
- Roadside ditches will be sized and graded to provide capacity for peak runoff rate and roadway serviceability freeboard requirements.

CONSULTANT will coordinate with the CLIENT to determine appropriate level of storm water detention requirements for the project. CONSULTANT shall evaluate detention options in accordance with determined parameters. Final detention design and report shall be prepared and submitted to the CLIENT for approval.

Task 4A.6 Rule 5/SWPPP

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

Assumptions:

- The design criteria for this project will fall under New Construction/Reconstruction. Change in the criteria of the project will result in a change of the scope and fee.
- Only three (3) plan submittals will be made to CLIENT: Stage 1, Stage 3, and Final Tracings.
- Up to three (3) Level 1 design exceptions will be documented in memorandum format to the CLIENT to review and approve because the City of Westfield is a certified LPA.
- Project will not meet the City of Westfield or Hamilton County's Stormwater ordinance with regards to water quantity and the detention allowable discharge rate, but rather the CONSULTANT shall prepare detention computations in order manage the increase in impervious area to ensure that post-project roadside drainage will allow a release rate that is equal to or less than the pre-project conditions rate at outfall locations to Little Eagle Creek. This proposal assumes 11 outfall locations based on existing locations of low points in the road profile.

Items Specifically Not Included:

- Final Field Check Meeting.
- Subsurface Utility Engineering (SUE) to determine existing utility locations at a quality level A, which would include test holes to determine horizontal and vertical location of utilities.

- Aesthetic Landscaping Design or Plans (tree planting, and native species planting at drainage basins, ditches, outfalls is included).
- Traffic Signal Design.
- Post-construction Stormwater Quality BMP's due to site constraints.
- Small structure hydraulics or large culvert design. See Section 7: Hydraulics/Drainage Design.

Section 5: Bridge Design

This task describes work to complete base bridge contract documents, consisting of plans, specifications, calculations for Level 1 design criteria, and estimates for each bridge.

Results/Deliverables

The deliverables to be developed under this section are as follows:

- Stage 1
 - Level One Checklist and Computations
 - Design Information
 - Quantity Calculations and Preliminary Opinion of Probable Cost

Preliminary Field Check Plans with the following modifications:

- Incorporate Preliminary Field Check plans comments
 - Complete project-information boxes, including right-of-way project number and sheet numbers
 - Complete sheet-numbers cross references
 - Review plans against the checklist shown as IDM Figure 85-2F
- Stage 3 Review Submission

The Stage 3 plans shall be approximately 95% complete and include the following items:

- Incorporation of PFC review comments
 - Final Plans Documentation
 - Plan Detail Sheets and associated tables
 - Temporary erosion control
 - Plan Bridge Sheets and associated tables
 - Soil Boring Sheet
 - Layout Sheet
 - General Plan Sheet
 - Wingwall and Headwall Detail Sheet
 - Level One Checklists and Design Computations
 - Unique and Recurring Special Provisions
 - Opinion of Probable Construction Cost
 - Permit drawing development and coordination
 - QA/QC
- Tracings Plan Submission

The design shall be progressed to 100% design level for this submission. The following shall be prepared for this submission:

- Incorporation of Stage 3 review comments
 - Incorporation of Pavement Design
 - Final Tracings Documentation
 - Level One Checklists and Design Computations

- Unique and Recurring Special Provisions
- Opinion of Probable Construction Cost
- QA/QC

Assumptions

The proposed base design structures for the two (2) tributary crossing of Little Eagle Creek shall be a three-sided bridge structure or structure under fill. The plans shall be included in the roadway set.

Items Specifically Not Included:

- Structure Size and Type (SS&T) Report
- SS&T Work Session with preliminary geotechnical and hydraulic results
- Economic Analysis
- Final Field Check Meeting
- Beam, Substructure (End Bent or Pier), Foundation, Deck, and Concrete Barrier Design
- Approach Slab Details
- Screed Elevations

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Section 6: Geotechnical Investigation

CONSULTANT will perform the geotechnical data collection and prepare the geotechnical report for approximately 1.58 miles of widening and reconstruction of Little Eagle Creek Avenue in Westfield, Hamilton County, Indiana.

Results/Deliverables

- Geotechnical subconsultant coordination and management
- Geotechnical data collection and analysis
- Geotechnical Report
- Geotechnical Review of Stage 3 Submittal

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

- Road Widening/Pavement Borings (RB/PC) = (5) borings spaced approximately a quarter mile apart, to depths of approximately 6 feet (3 continuous SPTs) with 3 offset borings locations Shelby tube sampling.
- Culvert Borings (CB) = (3) borings taken at the location of existing culvert structures. Depths range from 20 ft. to 40 ft.
- Hand Augers (HA) = (4) hand augers will be taken at each quadrant of the box culvert to obtain information on potential undercut.
- Pavement Cores = (5) full depth pavement core with 6-inch diameter pavement coring machine.

Activities

- Perform site reconnaissance and stake boring locations.
- Coordinate Indiana 811 (formerly Indiana Underground Plant Protection Service) for underground utility locate service requests at and around test boring locations.
- Provide traffic control as needed to safely obtain pavement cores and soil samples.
- Perform laboratory testing on soil samples including classification, moisture content, unconfined compressive strength, unit weight determination, Standard Proctor, and topsoil tests.
- Develop geotechnical report including generalized review of regional geology, test boring logs, discussion of findings including pavement core photographs and geotechnical recommendations for roadway widening and pavement reconstruction project.
- Coordinate review of geotechnical report with CLIENT and address review comments.

Items Specifically Not Included

- Storm Sewer Drainage Borings
- Geophysical Testing
- Retaining Wall Borings
- Approach pavement design
- Trail/Bike/Multiuse Path pavement design – project will use City of Westfield or INDOT Standard Trail/Bike/Multiuse Path pavement if applicable.
- Roundabout pavement design.
- Pavement Design for the Proposed Roadway

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Section 7: Hydraulics/Drainage Design

The purpose of this section is to provide hydraulic design and analysis for existing and proposed conditions in compliance with regulatory agencies and per INDOT standards.

Task 7.1: Small Structure Hydraulics

This project site includes three existing culverts that span more than 4 feet and that will need to be modified or replaced. These three culverts require separate Small Structure hydraulic analysis and sizing reports for INDOT approval. The project also includes 10 pipe crossings with span lengths less than 4 feet. Hydraulic analysis and sizing will be performed according to IDM requirements and results will be compiled in one report.

- CONSULTANT will perform the required hydrologic and hydraulic analyses and prepare the necessary reports for INDOT approval for small structures at thirteen locations. The HY-8 computer program will be used to evaluate the culvert hydraulics for existing and proposed conditions.

Task 7.2: IDNR Construction in a Floodway Permit – Hydraulic Modeling/Analysis

Bear Creek, a tributary to Little Eagle Creek at Little Eagle Creek Avenue, approximately 650 feet north of 146th Street, appears to have a drainage area equal to at least one square mile in an urban area. If the drainage area is at least one square mile, under the Indiana Flood Control Act, a permit from the Indiana Department of Natural Resources (IDNR) for construction in the floodway (CIF) is required. CONSULTANT will confirm the Bear Creek drainage area at the project site and floodway permitting requirements with the County Surveyor and IDNR at the outset of the project.

Construction in the regulatory floodway must not cause the cumulative 100-year flood elevation surcharge to exceed 0.14 foot at any point in the stream. The cumulative surcharge includes the estimated impacts of the proposed construction in addition to the impacts of previous construction. According to the FEMA Flood Insurance Study (FIS), and the online Indiana DNR Floodplain Information Portal, there is not a FEMA regulated floodplain designation or a hydraulic model of the tributary within the project limits.

The proposed widening of Little Eagle Creek Avenue will likely have a finite impact on the flood elevations of Bear Creek, and it must be evaluated using a hydraulic model. CONSULTANT will utilize the HEC-RAS computer program to develop a hydraulic model and establish a baseline for existing conditions, estimate the impacts of proposed conditions, and formulate two options for replacing the existing culvert that are permissible under the Indiana Flood Control Act.

Task 7.3: Floodplain Encroachment Mitigation

Backwater from the adjacent Little Eagle Creek regulatory 100-year floodplain extends into the project site at three locations. If the roadway and culvert design results in fill within the regulatory floodway, the project will also include the grading of compensatory storage within the floodplain to meet City and County regulations.

Specific Tasks

Field Reconnaissance

- Conduct site visit to determine scope/extent of hydraulic survey.
- Obtain and review existing information, if any, on the tributaries to Little Eagle Creek from IDNR.
- Investigate and review available IDNR permit and hydraulics and hydrology information for the study area.
- Review digital elevation model (DEM) data available from the Indiana Spatial Data Portal (ISDP) and review field survey data of the project site.
- Review available hydraulic, flood, and elevation data for the study area.
- Review field survey data of the project site.

Hydrologic Analysis

- Perform hydrologic analysis for the Bear Creek tributary to Little Eagle Creek using the Indiana Peak Discharge Determination System (IPDDS) on the IDNR website.
- Review and validate the Bear Creek peak discharge results from IPDDS using simple hydrologic analysis.
- Submit the Bear Creek results to IDNR for concurrence and issuance of a Floodplain Analysis and Regulatory Assessment (FARA) Letter.
- Perform hydrologic analysis for twelve pipe crossings and culverts in the project site using NRCS Unit Hydrograph Methods.

Hydraulic Analysis

- For Little Eagle Creek Avenue over the Bear Creek tributary to Little Eagle Creek, establish pre-project conditions per IDNR guidelines for CIF permit.
- Request and participate in an early coordination meeting with IDNR-Division of Water to discuss specific CIF permit requirements and conditions for this project.
- Develop post-project model of proposed conditions to evaluate the impacts of construction on water surface elevations, consistent with IDNR guidelines.
- Incorporate survey data into hydraulic models.
- Develop hydraulic models for proposed pipe crossing and culvert replacements.

Alternative Development and Analysis

- Consider one alternative for the three culvert crossing replacements based on the recommendations from the structure size and type report. The selected alternative will be evaluated for hydraulic impacts and CIF permit requirements, where applicable.

Hydraulic Report Preparation

- Prepare draft hydraulic reports for review by LPA. The reports will document the hydraulic analyses and findings.
- Finalize post-project hydraulic model of selected alternatives and prepare final report.

IDNR CIF Permit Application

- Prepare CIF permit application for the selected alternative for the Bear Creek crossing.
- Identify and Prepare Public Notice. Identify adjacent property owners.
- Submit CIF Permit Application and supporting documentation to IDNR.
- After CIF submittal, send out notifications to adjacent property owners.

Compensatory Floodplain Storage

- Prepare calculations and figures to document required grading of compensatory floodplain storage.

Items Specifically Not Included

- Any effort relative to flood easements, if necessitated by this project for the IDNR CIF permit.
- Survey and/or updates and/or corrections to existing unpublished hydraulic models at off-site locations if requested by IDNR for the CIF permit.
- Stream restoration or mitigation plans related to conditions of required permits.
- Permanent stormwater quality BMPs or stormwater detention or related local permits or approvals.

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Section 8: Utility Coordination

Activities:

- The CONSULTANT shall perform utility coordination in accordance with the policies and procedures provided on INDOT's Utility Website.
- The CONSULTANT shall have an INDOT certified Utility Coordinator as part of the project team.
- The CONSULTANT shall develop and thereafter maintain a schedule of activities to deliver the project. The schedule shall include pre-letting utility coordination activities, including but not limited to the following items.
 - Obtain from the Project Manager
 - The target date for the roadway to be open to traffic.
 - The target date for utility relocations to be complete.
 - Meet with utilities throughout the project to determine:
 - What are the utility right-of-way needs,
 - How can the highway project be designed to avoid utility facilities,
 - Does the utility have elevations for their facilities,
 - What is the basis for reimbursement for the utility facilities, if any,
 - Where would the utility relocate their facilities, if such is necessary,
 - What is a rough estimate of cost to relocate the utility facilities,
 - What is the utility schedule to relocate, if such is necessary,
- The CONSULTANT shall prepare notices, letters, drawings and agreements for utility coordination services, including but not limited to the following items.
 - Send out the initial notice.
 - Send out the request for verification.
 - Send out the request for conflict analysis.
 - Send out the request for work plans.
 - Delivery of the utility certificate and utility special provision, and date each utility will be out of conflict with the roadway project.

Results/Deliverables

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

Assumptions

- All utility design associated with adjustments and relocations will be provided by the respective utility companies

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

Items Specifically Not Included

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

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Section 9: Right-of-Way Engineering & Plans

Based on preliminary analysis it is assumed that construction could impact up to twenty-five (25) parcels. The CONSULTANT will perform title research on up to forty-five (45) parcels to INDOT minimum standards, for a 20-year search, which will include copies of all required documents.

The CONSULTANT will provide right-of-way engineering services for the twenty-five (25) parcels in accordance with INDOT Right-of-Way Engineering Procedures Manuals (1975 and 1998) and Indiana Administrative Code 865 IAC 1-12, (Rule 12). Appraisal Problem Analysis (APA) will also be performed for the twenty-five (25) parcels in accordance with the current INDOT Real Estate Division Manual.

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

Assumptions:

- A total of twenty-five (25) parcels have been identified as potentially impacted.
- A total of forty-five (45) parcels will require title research, 43 residential and 2 commercial.

Items Specifically Not Included

- Right-of-Way Staking
- Appraisals
- Buying/Negotiations

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Section 10: Real Estate Services

Not Included in the agreement at this time, to be supplemented at a later date based on better identification of the appraisal types that are needed.

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Section 11: Post Design Services

The CONSULTANT will provide the CLIENT up to 70 hours of design services throughout the construction process to clarify any design elements on the project. Such services consist of:

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

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APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. 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 bridges within the project limits, if available.
4. All written views pertinent to the location and environmental studies that are received for the project.
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 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. Provide existing plans and information for projects found within 1 mile of the project limits.
11. Easements, if determined necessary including Legal Descriptions, Exhibits and Buying.
12. Coordination and presentation for any Public Information Meetings.
13. Project letting and advertising.
14. Construction inspection.
15. New construction as-built data.

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:

Task	Anticipated Completion Date
Notice to Proceed	11/20/2020
Topographic Field Survey	2/15/2021
Stage 1 Plans	5/10/2021
Preliminary Field Check	6/15/2021
Right-of-Way Plans	4/1/2022
Environmental Approval	4/1/2022
Stage 3 Plans	4/1/2023
Right-of-Way Clear	4/1/2023
Utility Certification	6/1/2023
Final Tracings	2/16/2024
Letting	7/10/2024

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

1. The CONSULTANT shall receive as payment for the satisfactory performance of the work performed under this Agreement a maximum amount payable not to exceed **\$654,003.00**, which shall not be increased unless a modification of this Agreement is approved in writing by the LPA. The following is a breakdown of the tasks and associated fees;

Project Management	\$28,690.00	Lump Sum
Topographic Data Collection/Survey, LCRSP	\$72,145.00	Lump Sum
Environmental Document/Permitting	\$67,744.00	Lump Sum
Roadway Design	\$210,576.00	Lump Sum
Bridge Design	\$38,979.00	Lump Sum
Geotechnical Services	\$37,366.00	Lump Sum
Hydraulics/Drainage Design	\$60,431.00	Lump Sum
Utility Coordination	\$22,937.00	Lump Sum
Right-of-Way Plan Development	\$103,335.00	Unit Price
Real Estate Services (Future Phase)	\$0.00	Unit Price
Post Design Services	\$11,800.00	Hourly NTE
Total Maximum Compensation	\$654,003.00	NTE

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

B. Method of Payment

1. The CONSULTANT shall submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the LPA. The invoice voucher shall represent the value, to the LPA, of the partially completed work as of the date of the voucher. The CONSULTANT shall attach thereto a summary of each Task, percentage completed, and prior payments.
2. The LPA, for and in consideration of the rendering of the professional services provided for in Appendix A, agrees to pay the CONSULTANT for rendering such services the fees established above in the following manner:
 - a. For completed work, and upon receipt of invoices from the CONSULTANT and approval thereof by the LPA but in no event later than 30 days after receipt of said invoices, payments covering the work performed shall be due and payable to the CONSULTANT. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.

3. In the event of a substantial change in the scope, character, or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with Item 6 (Changes in Work) of the General Provisions set out in this Agreement.



Little Eagle Creek Avenue - Reconstruction

WSP PROJECT NO.: 309001xx

DES. NO.: 1902801

DESCRIPTION: Reconstruction of Little Eagle Creek Avenue from 146th Street to Shelborne Road

Client: City of Westfield

			Proposed Fees			Subtotal	Comments
TASKS	Description	Contract Type	WSP USA	VS Engineering, Inc.	ATC Group Services		
Section 1	Project Management	Fixed Price/Lump Sum	\$28,690			\$28,690	
Section 2	Topographic Data Collection/Survey, LCRSP	Fixed Price/Lump Sum	\$5,245	\$66,900		\$72,145	
Section 3	Environmental Document/Permitting	Fixed Price/Lump Sum	\$67,744			\$67,744	
Section 4	Roadway Design	Fixed Price/Lump Sum	\$210,576			\$210,576	
Section 5	Bridge Design	Fixed Price/Lump Sum	\$38,979			\$38,979	
Section 6	Geotechnical Services	Fixed Price/Lump Sum	\$15,860		\$21,506	\$37,366	
Section 7	Hydraulics/Drainage Design	Fixed Price/Lump Sum	\$60,431			\$60,431	
Section 8	Utility Coordination	Fixed Price/Lump Sum	\$22,937			\$22,937	
Section 9	Right-of-Way Engineering & Plans	Unit Fee	\$103,335			\$103,335	
Section 10	Real Estate Services - TBD	Unit Fee				\$0	
Section 11	Post-Design Services	Fixed Price/Lump Sum	\$11,800			\$11,800	
Subtotal			\$565,597	\$66,900	\$21,506	\$654,003	

GRAND TOTAL \$654,003

Little Eagle Creek Avenue - Reconstruction

PROJECT NO.: 309001xx

DES. NO.: 1902801

DESCRIPTION: Reconstruction of Little Eagle Creek Avenue from 146th Street to

Proposed Labor Rates Worksheet

A.	Direct Labor, Estimated				1.00
	Estimated manhours x Current Hourly Rates				
B.	Escalation				
	(Based on allowable annual labor rate increase)				
	(Previous Year + Escalation Rate)				
		Year	% work	DL multiplier	Escalation Rate
	Base Year	2020	10.0%	1.0000	0.0%
		2021	40.0%	1.0300	3.0%
		2022	25.0%	1.0609	3.0%
		2023	20.0%	1.0927	3.0%
		2024	5.0%	1.1255	3.0%
C.	Total Direct Labor		100.0%	1.0520	3.0%
	C = Weighted labor rate per year				
D.	Overhead Rate	135.47%		1.3547	
	INDOT approved OH rate (based on current actual audited OH rate)				
E.	Baseline Fee Base			2.3547	
	E = (D + A)				
F.	Baseline Net Fee	14.00%		0.3297	
	F = Baseline Fee (E) x Profit Margin				
	F = Baseline Fee (E) x Profit Margin				
G.	Cost of Facilities Capital (Audited Value)	0.59%		0.0059	
	G = Cost of Facilities Capital Rate				
	G = Cost of Facilities Capital Rate				
J.	Total Estimated Fee Multiplier	Baseline LM	Weighted Escalation		
	J = Baseline LM x Weighted Escalation	2.6903	1.0520	2.8303	Escalation Multiplier

P-Grade	Classification	Hourly Rate	Contract Rate
P-10	ACCOUNTING SUPV III	\$ 46.83	\$ 132.54
P-08	ARCHAEOLOGIST I	\$ 24.68	\$ 69.85
P-08	ARCHITECT I	\$ 30.20	\$ 85.46
P-08	ASSOCIATE CONSULTANT II	\$ 39.92	\$ 112.97
P-09	ASSOCIATE CONSULTANT III	\$ 44.39	\$ 125.64
P-07	ASST ARCHITECT	\$ 26.93	\$ 76.22
P-07	ASST ENGINEER	\$ 30.47	\$ 86.25
P-07	ASST ENVIRONMENTAL SCIENTIST	\$ 23.08	\$ 65.32
P-07	ASST GEOLOGIST	\$ 24.42	\$ 69.10
P-07	ASST PLANNER	\$ 26.62	\$ 75.34
P-09	ASST PROJECT CONTROL SPECIALIST	\$ 33.42	\$ 94.59
P-07	ASST TECHNICAL SPECIALIST	\$ 29.32	\$ 82.97
T-08	CADD DESIGNER	\$ 36.08	\$ 102.12
T-07	CADD DESIGNER III	\$ 27.42	\$ 77.59
T-05	CADD OPERATOR I	\$ 22.29	\$ 63.09
T-06	CADD OPERATOR II	\$ 21.27	\$ 60.20
T-07	CADD OPERATOR III	\$ 28.86	\$ 81.68
P-10	CADD SUPV II	\$ 39.16	\$ 110.82
P-10	CONSULTANT I	\$ 53.20	\$ 150.57
P-11	CONSULTANT II	\$ 60.88	\$ 172.31
P-12	CONSULTANT III	\$ 73.08	\$ 206.84
P-08	DOCUMENT CONTROL COORDINATOR I	\$ 31.08	\$ 87.96
P-08	ENGINEER I	\$ 34.67	\$ 98.12
P-09	ENGINEER II	\$ 40.93	\$ 115.85
P-08	ENVIRONMENTAL ENGINEER I	\$ 27.19	\$ 76.96
P-09	ENVIRONMENTAL ENGINEER II	\$ 34.10	\$ 96.50
P-08	ENVIRONMENTAL SCIENTIST I	\$ 30.04	\$ 85.01
P-09	ENVIRONMENTAL SCIENTIST II	\$ 29.90	\$ 84.61
P-08	GEOLOGIST I	\$ 27.65	\$ 78.24
P-09	GEOLOGIST II	\$ 34.16	\$ 96.67
T-05	INTERN I	\$ 18.25	\$ 51.65
T-06	INTERN II	\$ 22.54	\$ 63.78
P-11	LEAD ARCHITECT	\$ 50.58	\$ 143.16
P-11	LEAD ENGINEER	\$ 52.99	\$ 149.97
P-11	LEAD ENVIRONMENTAL ENGINEER	\$ 52.20	\$ 147.74
P-11	LEAD ENVIRONMENTAL SCIENTIST	\$ 43.49	\$ 123.09
P-11	LEAD GEOLOGIST	\$ 51.96	\$ 147.06
P-11	LEAD PLANNER	\$ 51.53	\$ 145.84
P-08	OFFICE ENGINEER I	\$ 31.38	\$ 88.81
P-09	OFFICE ENGINEER II	\$ 35.86	\$ 101.49
P-08	PLANNER I	\$ 31.51	\$ 89.17
P-09	PLANNER II	\$ 37.69	\$ 106.67
P-14	PLANNING MANAGER	\$ 108.04	\$ 305.78
P-12	PRIN TECHNICAL SPECIALIST	\$ 81.47	\$ 230.57
T-10	PRIN TECHNICIAN	\$ 54.59	\$ 154.50
P-13	PRINCIPAL CONSULTANT I	\$ 91.94	\$ 260.22
P-14	PRINCIPAL CONSULTANT II	\$ 101.58	\$ 287.50
P-08	PROJECT ACCOUNTANT I	\$ 33.38	\$ 94.46
P-09	PROJECT ACCOUNTANT II	\$ 35.42	\$ 100.26
P-10	PROJECT CONTROL SPECIALIST	\$ 45.00	\$ 127.36
P-10	SR ARCHITECT	\$ 44.39	\$ 125.64
P-14	SR ARCHITECTURAL MGR	\$ 106.39	\$ 301.11
P-14	SR AREA MGR	\$ 108.28	\$ 306.46
T-08	SR CADD DESIGNER I	\$ 34.32	\$ 97.14
T-09	SR CADD DESIGNER II	\$ 40.42	\$ 114.39
T-10	SR CADD DESIGNER III	\$ 44.77	\$ 126.71
T-08	SR CADD OPERATOR I	\$ 33.18	\$ 93.91
T-10	SR CADD OPERATOR III	\$ 46.54	\$ 131.71
P-11	SR CONTRACT ADMIN	\$ 56.39	\$ 159.60
P-10	SR ENGINEER	\$ 45.59	\$ 129.04

Confidential

P-14	SR ENGINEERING MGR	\$ 117.31	\$ 332.01
P-10	SR ENVIRONMENTAL SCIENTIST	\$ 45.95	\$ 130.05
P-10	SR PLANNER	\$ 42.00	\$ 118.86
P-13	SR PRIN TECHNICAL SPECIALIST	\$ 82.24	\$ 232.76
P-10	SR PROJECT ACCOUNTANT	\$ 61.08	\$ 172.87
P-14	SR PROJECT CONTROL MANAGER	\$ 110.58	\$ 312.97
P-11	SR PROJECT CONTROL SPECIALIST	\$ 55.02	\$ 155.72
P-13	SR SUPV ARCHITECT	\$ 74.15	\$ 209.86
T-09	SR SUPV CADD OPERATOR	\$ 38.56	\$ 109.14
P-13	SR SUPV ENGINEER	\$ 80.58	\$ 228.06
P-13	SR SUPV ENVIRONMENTAL ENGINEER	\$ 86.05	\$ 243.55
P-13	SR SUPV GEOLOGIST	\$ 100.00	\$ 283.03
P-13	SR SUPV PLANNER	\$ 84.49	\$ 239.14
P-12	SR SUPV PROJECT ACCOUNTANT	\$ 58.91	\$ 166.73
P-11	SR TECHNICAL SPECIALIST	\$ 63.36	\$ 179.33
P-12	SUPV ARCHITECT	\$ 58.16	\$ 164.61
P-12	SUPV CONTRACT ADMINISTRAT	\$ 67.38	\$ 190.70
P-12	SUPV ENGINEER	\$ 64.42	\$ 182.34
P-12	SUPV ENVIRONMENTAL ENGR	\$ 59.71	\$ 168.98
P-12	SUPV GEOLOGIST	\$ 70.42	\$ 199.29
P-12	SUPV PLANNER	\$ 63.43	\$ 179.53
P-11	SUPV PROJECT ACCOUNTANT	\$ 52.34	\$ 148.15
P-12	SUPV SCHEDULER	\$ 66.00	\$ 186.80
T-09	SUPV TECHNICIAN	\$ 43.31	\$ 122.58
P-14	TECHNICAL MGR	\$ 104.91	\$ 296.91
P-08	TECHNICAL SPECIALIST I	\$ 39.04	\$ 110.48
P-09	TECHNICAL SPECIALIST II	\$ 38.55	\$ 109.11
P-10	TECHNICAL SPECIALIST III	\$ 50.32	\$ 142.42
T-07	TECHNICIAN II	\$ 31.72	\$ 89.78

INDOT Consultants Contract Profit Calculation
Worksheet

Additives

% Add On

Select

Base =

(Place 'X')

14.00%

Overhead (select one)

>190%

0

>180% & <=190%

.7

>160% & <=180%

1.4

>120% & <=160%

2.1

X

2.1%

>120% & <=160%

<=120%

2.8

Calculated Total Profit Margin:

14.00%

Sum of Base Profit + Overhead % Add-on

Minimum Possible Profit:

7.0%

Maximum Possible Profit:

14.0%

Project Management

PROJECT NO.: 309001xx

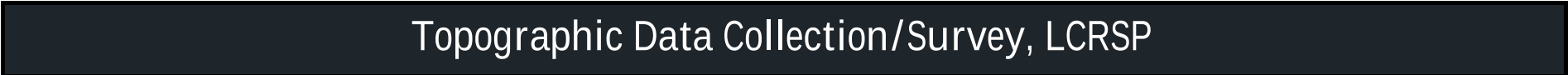
DES. NO.: 1902801

DESCRIPTION: Reconstruction of Little Eagle Creek Avenue from 146th Street to Shelborne Road

DESCRIPTION	PERSON HOURS BY CLASSIFICATION													TOTAL HOURS / TASK	TOTAL DOLLARS / TASK	
	P-14	P-14	P-13	P-12	P-11	P-10	P-09	P-08	P-07	P-07	T-10	P-10	T-05			
	SR AREA MGR	SR ENGINEERING MGR	SR SUPV ENGINEER	SUPV ENGINEER	LEAD ENGINEER	SR ENGINEER	ENGINEER II	ENGINEER I	ASST ENGINEER	ASST TECHNICAL SPECIALIST	PRIN TECHNICIAN	SR PROJECT ACCOUNTANT	INTERN I			
Project Management																
Monthly Progress Report Updates			21.00											21.00	\$4,789.21	
Quarterly Report Updates			16.00		4.00									20.00	\$4,248.82	
Subconsultant Coordination			8.00											8.00	\$1,824.46	
Cadd Coordination			2.00		8.00									10.00	\$1,655.91	
Project Controls																
Quality Management			4.00	2.00	4.00									10.00	\$1,876.81	
Document Control					4.00									4.00	\$599.90	
Project Administration					12.00							12.00		24.00	\$3,874.17	
Stakeholder Meeting			2.00		2.00									4.00	\$756.06	
Project Meeting Attendance (6 Meetings)			12.00		12.00									24.00	\$4,536.38	
Exhibit Preparation			2.00		4.00									6.00	\$1,056.01	
Coordination/Documenation/Meeting Minutes			4.00		8.00									12.00	\$2,112.02	
Close out project, tasks, & purchase orders			1.00		2.00							4.00		7.00	\$1,219.50	
SUBTOTAL:															150	\$28,549.25
TOTAL - HOURS:	0.00	0.00	72.00	2.00	60.00	0.00	0.00	0.00	0.00	0.00	0.00	16.00	0.00	150		
SALARY PER HOUR:	\$306.46	\$332.01	\$228.06	\$182.34	\$149.97	\$129.04	\$115.85	\$98.12	\$86.25	\$82.97	\$154.50	\$172.87	\$51.65			
DIRECT SALARY COSTS:	\$0.00	\$0.00	\$16,420.15	\$364.68	\$8,998.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,765.97	\$0.00		\$28,549.25	

DIRECT EXPENSES

Mileage	6.00				Trips x	60	Mi./Trip x	\$0.390		\$140.40
DIRECT EXPENSES:										\$140.40
TOTAL COSTS (Direct Labor Costs + Expenses):										\$28,690.00

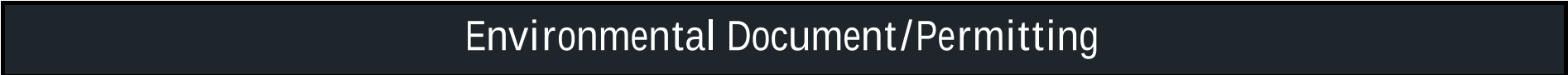


DES. NO.: 1902801

DESCRIPTION	PERSON HOURS BY CLASSIFICATION												TOTAL HOURS	TOTAL DOLLARS	
	P-14	P-14	P-13	P-12	P-11	P-10	P-09	P-08	P-07	P-07	T-10	P-10			T-05
	SR AREA MGR	SR ENGINEERING MGR	SR SUPV ENGINEER	SUPV ENGINEER	LEAD ENGINEER	SR ENGINEER	ENGINEER II	ENGINEER I	ASST ENGINEER	ASST TECHNICAL SPECIALIST	PRIN TECHNICIAN	SR PROJECT ACCOUNTANT			INTERN I
														/ TASK	/ TASK

Survey Coordination															
Coordination, Mgmt, Contracting, Survey Letters			4.00		2.00							2.00		8.00	\$1,557.93
Processing Survey Data				2.00	2.00			8.00						12.00	\$1,449.56
Setup in InRoads				4.00										4.00	\$729.36
Coordinate Recording of LCRSP			1.00		2.00									3.00	\$528.01
Final XML Documentation from Subconsultant			1.00				2.00	2.00						5.00	\$656.00
Survey Book Coordination					2.00									2.00	\$299.95
SUBTOTAL:														34	\$5,220.80
TOTAL - HOURS:	0.00	0.00	6.00	6.00	8.00	0.00	2.00	10.00	0.00	0.00	0.00	2.00	0.00	34	
SALARY PER HOUR	\$306.46	\$332.01	\$228.06	\$182.34	\$149.97	\$129.04	\$115.85	\$98.12	\$86.25	\$82.97	\$154.50	\$172.87	\$51.65		
DIRECT SALARY COSTS:	\$0.00	\$0.00	\$1,368.35	\$1,094.04	\$1,199.79	\$0.00	\$231.71	\$981.17	\$0.00	\$0.00	\$0.00	\$345.75	\$0.00		\$5,220.80

DIRECT EXPENSES									
Mileage	1.00				Trips x	60	Mi./Trip x	\$0.390	
SUBCONSULTANT SCOPE & FEES (Subconsultant Manhour Justification Follows this Cost Proposal)									\$23.40
VS Engineering, Inc.									\$66,900.00
DIRECT EXPENSES:									\$66,923.40
TOTAL COSTS (Direct Labor Costs + Expenses):									\$72,145.00



DES. NO.: 1902801

DESCRIPTION	PERSON HOURS BY CLASSIFICATION													TOTAL HOURS	TOTAL DOLLARS
	P-14	P-14	P-13	P-12	P-11	P-10	P-09	P-08	P-07	P-07	T-10	P-10	T-05		
	SR AREA MGR	SR ENGINEERING MGR	SR SUPV ENGINEER	SUPV ENGINEER	LEAD ENGINEER	SR ENGINEER	ENGINEER II	ENGINEER I	ASST ENGINEER	ASST TECHNICAL SPECIALIST	PRIN TECHNICIAN	SR PROJECT ACCOUNTANT	INTERN I		
														/ TASK	/ TASK

DIRECT EXPENSES									
Mileage	3.00				Trips x	60	Mi./Trip x	\$0.390	\$70.20
Permit Application fee	\$ 125.00				Units	3.00			\$375.00
DIRECT EXPENSES:									\$445.20
TOTAL COSTS (Direct Labor Costs + Expenses):									\$67,744.00

Roadway Design

PROJECT NO.: 309001xx

DES. NO.: 1902801

DESCRIPTION: Reconstruction of Little Eagle Creek Avenue from 146th Street to Shelborne Road

DESCRIPTION	PERSON HOURS BY CLASSIFICATION													TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	P-14	P-14	P-13	P-12	P-11	P-10	P-09	P-08	P-07	P-07	T-10	P-10	T-05		
	SR AREA MGR	SR ENGINEERING MGR	SR SUPV ENGINEER	SUPV ENGINEER	LEAD ENGINEER	SR ENGINEER	ENGINEER II	ENGINEER I	ASST ENGINEER	ASST TECHNICAL SPECIALIST	PRIN TECHNICIAN	SR PROJECT ACCOUNTANT	INTERN I		
Stage 1 Plan Submission															
INDOT Scoping Meeting			2.00		2.00									4.00	\$756.06
Field Visit (Verify Survey, scope of project, etc.)			4.00		8.00			8.00						20.00	\$2,896.96
Abbreviated Engineer's Assessment			2.00		8.00			16.00						26.00	\$3,225.78
Prepare Title Sheet					1.00	1.00		2.00						4.00	\$475.25
Prepare Index Sheet					1.00	1.00		2.00						4.00	\$475.25
Prepare Typical Section Sheets				2.00	4.00	4.00	4.00	4.00						18.00	\$2,336.62
Geometric Detail Sheet				2.00	2.00	2.00	8.00							14.00	\$1,849.55
Prepare Plan/Profile Sheets			2.00	8.00	24.00		60.00	60.00						154.00	\$18,352.50
Prepare Const. Detail Sheets			2.00	4.00	16.00	16.00	32.00	32.00						102.00	\$12,496.79
Intersection Detail Sheet				4.00	8.00	20.00		20.00						52.00	\$6,472.29
Pavement Marking Sheets				2.00	2.00		8.00	16.00						28.00	\$3,161.33
MOT Plans				8.00	8.00	24.00	32.00	32.00						104.00	\$12,602.56
Cross Sections- Full Width				6.00	6.00	12.00	24.00	24.00						72.00	\$8,677.68
Cross Sections- Pipe Sections				2.00	2.00	2.00	4.00	4.00						14.00	\$1,778.59
Cross Sections- Drive Sections				1.00	1.00	2.00	2.00	2.00						8.00	\$1,018.34
Preliminary Quantities & Cost Estimate				4.00	8.00		24.00	24.00						60.00	\$7,064.47
Level 1 Design Calcs			2.00		2.00	4.00	8.00	16.00						32.00	\$3,768.93
Level 2 Design Calcs			1.00		2.00	4.00	4.00	16.00						27.00	\$3,077.45
QA/QC of Deliverables			2.00	8.00	8.00	16.00		16.00						50.00	\$6,749.14
PFC Meeting															
Revise Plans per Stage 1 Comments				2.00	4.00		8.00	8.00						22.00	\$2,676.35
PFC Plan Distribution				2.00	2.00			4.00						8.00	\$1,057.09
Attend on-site PFC meeting			4.00		4.00									8.00	\$1,512.13
Cross Sections- Utility Information					2.00		4.00	8.00						14.00	\$1,548.30
Ditch Layout/Design				4.00	8.00		16.00	16.00						44.00	\$5,352.69
Approach Table					2.00		2.00	4.00						8.00	\$924.12
Structure Data Table					4.00		4.00	8.00						16.00	\$1,848.25
Prepare/Distribute PFC Meeting Minutes					4.00		2.00							6.00	\$831.61
Stage 3 Plan Submission															
Revise Plans per PFC Comments				1.00	1.00		4.00	4.00						10.00	\$1,188.20
Traffic Sign Detail Sheet				1.00	1.00	4.00	4.00							10.00	\$1,311.89
Sign Summary Table				1.00	1.00	2.00	4.00							8.00	\$1,053.61
Storm Water Detention Plans/Details				4.00	8.00	16.00	16.00	16.00						60.00	\$7,417.34
Erosion Control Plans/Rule 5 Permit Submission			2.00	8.00	24.00	40.00	40.00	40.00						154.00	\$19,234.68
Underdrain Table				2.00	2.00	4.00		4.00						12.00	\$1,573.26
Pipe Material Summary Table				1.00	1.00		4.00	4.00						10.00	\$1,188.20
Miscellaneous Summary Tables				4.00			8.00	8.00						20.00	\$2,441.13
Finalize Title Sheet								2.00						2.00	\$196.23
Finalize Index Sheet								2.00						2.00	\$196.23
Finalize Typical Sections				2.00	2.00	2.00		2.00						8.00	\$1,118.94
Finalize Plan Sheets				2.00	4.00		8.00	8.00						22.00	\$2,676.35
Finalize Detail Sheets				4.00	4.00		16.00	24.00						48.00	\$5,537.73
Finalize MOT Plans				4.00	8.00	12.00	24.00	24.00						72.00	\$8,612.95
MOT Level One Checklist/Calcs			2.00		2.00	2.00	4.00	4.00						14.00	\$1,870.03
Finalize Pavement Marking Sheets				1.00	1.00		4.00	4.00						10.00	\$1,188.20
Finalize Approach Table				1.00	1.00			8.00						10.00	\$1,117.25
Final Quantity Calculations			2.00	2.00	2.00	4.00	8.00	16.00						34.00	\$4,133.61

Roadway Design

PROJECT NO.: 309001xx

DES. NO.: 1902801

DESCRIPTION: Reconstruction of Little Eagle Creek Avenue from 146th Street to Shelborne Road

DESCRIPTION	PERSON HOURS BY CLASSIFICATION														TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	P-14	P-14	P-13	P-12	P-11	P-10	P-09	P-08	P-07	P-07	T-10	P-10	T-05			
	SR AREA MGR	SR ENGINEERING MGR	SR SUPV ENGINEER	SUPV ENGINEER	LEAD ENGINEER	SR ENGINEER	ENGINEER II	ENGINEER I	ASST ENGINEER	ASST TECHNICAL SPECIALIST	PRIN TECHNICIAN	SR PROJECT ACCOUNTANT	INTERN I			
Cost Estimate			2.00	1.00	1.00		4.00	4.00						12.00	\$1,644.31	
Prepare Special Provisions			4.00	2.00	2.00		2.00	4.00						14.00	\$2,201.03	
Prepare Storm Water Design Report Exhibits				1.00				8.00						9.00	\$967.27	
Hydrologic Analysis for Storm Detention			2.00	8.00			16.00	4.00						30.00	\$4,160.97	
Update Level 1 Design Calcs				1.00	2.00		4.00							7.00	\$945.71	
Prepare Stage 3 Submittal Documents				2.00	2.00	4.00	16.00							24.00	\$3,034.47	
All Project Commitments Report			2.00	2.00			2.00							6.00	\$1,052.50	
QA/QC of Deliverables			2.00	8.00	8.00	8.00		8.00						34.00	\$4,931.88	
Final Tracings Plan Submission																
Revise Plans per Stage 3 comments				2.00	2.00	4.00	8.00	8.00						24.00	\$2,892.56	
Final Construction Cost Estimate			2.00	2.00	2.00		2.00	4.00						12.00	\$1,744.92	
Final Qty Calculations			2.00	2.00	2.00		2.00	2.00						10.00	\$1,548.69	
Final Special Provisions			2.00	2.00	2.00		2.00	2.00						10.00	\$1,548.69	
Prepare Tracing Submittal Documents				2.00	8.00		20.00							30.00	\$3,881.57	
QA/QC of Deliverables			2.00	8.00	8.00	8.00		8.00						34.00	\$4,931.88	
SUBTOTAL:														1,681	\$210,528.56	
TOTAL - HOURS:	0.00	0.00	47.00	140.00	244.00	218.00	468.00	564.00	0.00	0.00	0.00	0.00	0.00	1,681		
SALARY PER HOUR	\$306.46	\$332.01	\$228.06	\$182.34	\$149.97	\$129.04	\$115.85	\$98.12	\$86.25	\$82.97	\$154.50	\$172.87	\$51.65			
DIRECT SALARY COSTS:	\$0.00	\$0.00	\$10,718.71	\$25,527.53	\$36,593.71	\$28,130.79	\$54,220.05	\$55,337.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$210,528.56	

DIRECT EXPENSES									
Mileage	2.00				Trips x	60	Mi./Trip x	\$0.390	
DIRECT EXPENSES:									\$46.80
TOTAL COSTS (Direct Labor Costs + Expenses):									\$210,576.00



DESCRIPTION:	Reconstruction of Little Eagle Creek Avenue from 146th Street to Shelborne Road
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DIRECT EXPENSES									
Mileage	2.00				Trips x	60	Mi./Trip x	\$0.390	\$46.80
DIRECT EXPENSES:									\$46.80
TOTAL COSTS (Direct Labor Costs + Expenses):									\$38,979.00



Geotechnical Services

PROJECT NO.: 309001xx

DES. NO.: 1902801

DESCRIPTION:	Reconstruction of Little Eagle Creek Avenue from 146th Street to Shelborne Road
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DESCRIPTION	PERSON HOURS BY CLASSIFICATION													TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	P-14	P-14	P-13	P-12	P-11	P-10	P-09	P-08	P-07	P-07	T-10	P-10	T-05		
	SR AREA MGR	SR ENGINEERING MGR	SR SUPV ENGINEER	SUPV ENGINEER	LEAD ENGINEER	SR ENGINEER	ENGINEER II	ENGINEER I	ASST ENGINEER	ASST TECHNICAL SPECIALIST	PRIN TECHNICIAN	SR PROJECT ACCOUNTANT	INTERN I		
Geotechnical Coordination															
Geotechnical Subconsultant Management				4.00				8.00						12.00	\$1,514.29
Site Recon/Stake Borings						8.00		8.00						16.00	\$1,817.26
gINT Boring Logs				2.00				10.00						12.00	\$1,345.85
Lab Test Assignment/Review Data				2.00				8.00						10.00	\$1,149.61
Field Logging/Subconsultant Oversight						2.00		8.00						10.00	\$1,043.01
Geotechnical Report				8.00		10.00		32.00						50.00	\$5,888.85
Geotechnical Review of Final Tracing Plans				8.00		12.00								20.00	\$3,007.20
Pavement Design															
Coordination, Management															
Site Visit / Patching Limits															
Concept Designs/Draft Report/Cost Analysis/QC/QA															
Final Designs/Final Report/Cost Analysis/QC/QA															
SUBTOTAL:														130	\$15,766.07
TOTAL - HOURS:	0.00	0.00	0.00	24.00	0.00	32.00	0.00	74.00	0.00	0.00	0.00	0.00	0.00	130	
SALARY PER HOUR	\$306.46	\$332.01	\$228.06	\$182.34	\$149.97	\$129.04	\$115.85	\$98.12	\$86.25	\$82.97	\$154.50	\$172.87	\$51.65		
DIRECT SALARY COSTS:	\$0.00	\$0.00	\$0.00	\$4,376.15	\$0.00	\$4,129.29	\$0.00	\$7,260.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$15,766.07

DIRECT EXPENSES										
Mileage	4.00				Trips x	60	Mi./Trip x	\$0.390		\$93.60
SUBCONSULTANT SCOPE & FEES (Subconsultant Manhour Justification Follows this Cost Proposal)										
ATC Group Services										\$21,505.50
DIRECT EXPENSES:										\$21,599.10
TOTAL COSTS (Direct Labor Costs + Expenses):										\$37,366.00



Hydraulics/Drainage Design

PROJECT NO.: 309001xx

DES. NO.: 1902801

DESCRIPTION:	Reconstruction of Little Eagle Creek Avenue from 146th Street to Shelborne Road
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[illegible]

DIRECT EXPENSES

Mileage	1.00				Trips x	60	Mi./Trip x	\$0.390		\$23.40
DIRECT EXPENSES:										\$23.40
TOTAL COSTS (Direct Labor Costs + Expenses):										\$60,431.00



Utility Coordination

PROJECT NO.: 309001xx

DES. NO.: 1902801

DESCRIPTION: Reconstruction of Little Eagle Creek Avenue from 146th Street to Shelborne Road

[illegible]

DIRECT EXPENSES										
Mileage	4.00				Trips x	60	Mi./Trip x	\$0.390		\$93.60
DIRECT EXPENSES:										\$93.60
TOTAL COSTS (Direct Labor Costs + Expenses):										\$22,937.00



Right-of-Way Engineering & Plans

PROJECT NO.: 309001xx

DES. NO.: 1902801

DESCRIPTION:	Reconstruction of Little Eagle Creek Avenue from 146th Street to Shelborne Road
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[illegible][illegible]



Real Estate Services - TBD

PROJECT NO.: 309001xx

DES. NO.: 1902801

DESCRIPTION:	Reconstruction of Little Eagle Creek Avenue from 146th Street to Shelborne Road
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DESCRIPTION	PERSON HOURS BY CLASSIFICATION													TOTAL HOURS	TOTAL DOLLARS	
	P-14	P-14	P-13	P-12	P-11	P-10	P-09	P-08	P-07	P-07	T-10	P-10	T-05			
	SR AREA MGR	SR ENGINEERING MGR	SR SUPV ENGINEER	SUPV ENGINEER	LEAD ENGINEER	SR ENGINEER	ENGINEER II	ENGINEER I	ASST ENGINEER	ASST TECHNICAL SPECIALIST	PRIN TECHNICIAN	SR PROJECT ACCOUNTANT	INTERN I			
														/ TASK	/ TASK	
SUBTOTAL:														0	\$0.00	
TOTAL - HOURS:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0		
SALARY PER HOUR	\$306.46	\$332.01	\$228.06	\$182.34	\$149.97	\$129.04	\$115.85	\$98.12	\$86.25	\$82.97	\$154.50	\$172.87	\$51.65			
DIRECT SALARY COSTS:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Right-of-Way Buying	\$ -				Units	-										\$0.00
Appraisal Review	\$ -				Units	-										\$0.00
Value Finding Report	\$ -				Units	-										\$0.00
Short Form Appraisal	\$ -				Units	-										\$0.00
Right-of-Way Staking	\$ -				Units	-										\$0.00
DIRECT EXPENSES:															\$0.00	
TOTAL COSTS (Direct Labor Costs + Expenses):															\$0.00	



Post-Design Services

PROJECT NO.: 309001xx

DES. NO.: 1902801

DESCRIPTION:	Reconstruction of Little Eagle Creek Avenue from 146th Street to Shelborne Road
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DESCRIPTION	PERSON HOURS BY CLASSIFICATION													TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	P-14	P-14	P-13	P-12	P-11	P-10	P-09	P-08	P-07	P-07	T-10	P-10	T-05		
	SR AREA MGR	SR ENGINEERING MGR	SR SUPV ENGINEER	SUPV ENGINEER	LEAD ENGINEER	SR ENGINEER	ENGINEER II	ENGINEER I	ASST ENGINEER	ASST TECHNICAL SPECIALIST	PRIN TECHNICIAN	SR PROJECT ACCOUNTANT	INTERN I		
Revise Drawings/Specs per Addenda			4.00			8.00								12.00	\$1,944.55
Assist Client in Bid Evaluation			4.00			4.00								8.00	\$1,428.39
Attend Preconstruction Meeting			3.00			3.00								6.00	\$1,071.29
Respond to RFIs			8.00			16.00								24.00	\$3,889.11
Shop Drawing Review			4.00			8.00								12.00	\$1,944.55
Coordination with Westfield			4.00			4.00								8.00	\$1,428.39
SUBTOTAL:														70	\$11,706.29
TOTAL - HOURS:	0.00	0.00	27.00	0.00	0.00	43.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	70	
SALARY PER HOUR	\$306.46	\$332.01	\$228.06	\$182.34	\$149.97	\$129.04	\$115.85	\$98.12	\$86.25	\$82.97	\$154.50	\$172.87	\$51.65		
DIRECT SALARY COSTS:	\$0.00	\$0.00	\$6,157.56	\$0.00	\$0.00	\$5,548.73	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$11,706.29
DIRECT EXPENSES															
Mileage	4.00				Trips x	60	Mi./Trip x	\$0.390							\$93.60
DIRECT EXPENSES:															\$93.60
TOTAL COSTS (Direct Labor Costs + Expenses):															\$11,800.00

SCOPE OF SERVICES

Date of Proposal: August 17, 2020

Project Description: Little Eagle Creek Avenue
Westfield, Indiana

Des. No.: 1902801

VS ENGINEERING, INC. (VS) shall provide field surveying services for the above referenced project. VS shall furnish all labor, materials, and equipment to perform the surveying services described below for the fee identified in the attached Fee Justification (See Attachment No. 2).

Field Surveying Services

BASIC SERVICES

A. VS shall survey the project location and provide one set of original field notes, all field survey data collected via electronic media, and one set of master drawings. VS shall obtain section corner, right-of-way, easement, and state plane coordinate information as necessary to satisfactorily complete the basic field survey services described herein within the project limits. VS shall prepare and record a Location Control Route Survey. VS work shall be in accordance with Indiana Code (I.C. 25-21.5); Indiana Administrative Code (865 I.A.C. 1-12); and the Design Manual, Indiana Department of Transportation, Part III, Location Surveys (Survey Manual), a copy of which is on file with INDOT. If there is any conflict between I.C. 25-21.5, 865 I.A.C. 1-12, or the Survey Manual, the order of precedence shall be:

1. I.C. 25-21.5,
2. 865 I.A.C. 1-12, and
3. Survey Manual

B. Electronic files including the following shall be prepared and submitted by VS as directed by client:

1. Finished plan view of topographic survey in MicroStation .dgn format
2. 1-foot contours in MicroStation .dgn format
3. TIN used to create contours as derived from MicroStation in .dtm format
4. Electronic points file(s) in .txt format.
5. Location Control Route Survey Plat in .pdf format.
6. Survey Book in .pdf format.

- C. The signature, seal, and registration number of the land surveyor, registered in the State of Indiana, who was in responsible charge of the survey, shall be affixed to the Location Control Route Survey and survey book submitted. In addition, VS shall complete the field survey as summarized below and as directed by the Client. The project area to be field surveyed is described as follows:

Survey Limits (See Attachments No. 1)

Little Eagle Creek Avenue

Beginning at the centerline of 146th Street, survey north approximately 8,530 to a point 200 feet past the centerline of Shelbourne Road.

156th Street

Beginning at the centerline of Little Eagle Creek Avenue, survey west 200 feet.

Shelbourne Road

Beginning at the centerline of Little Eagle Creek Avenue, survey south 200 feet.

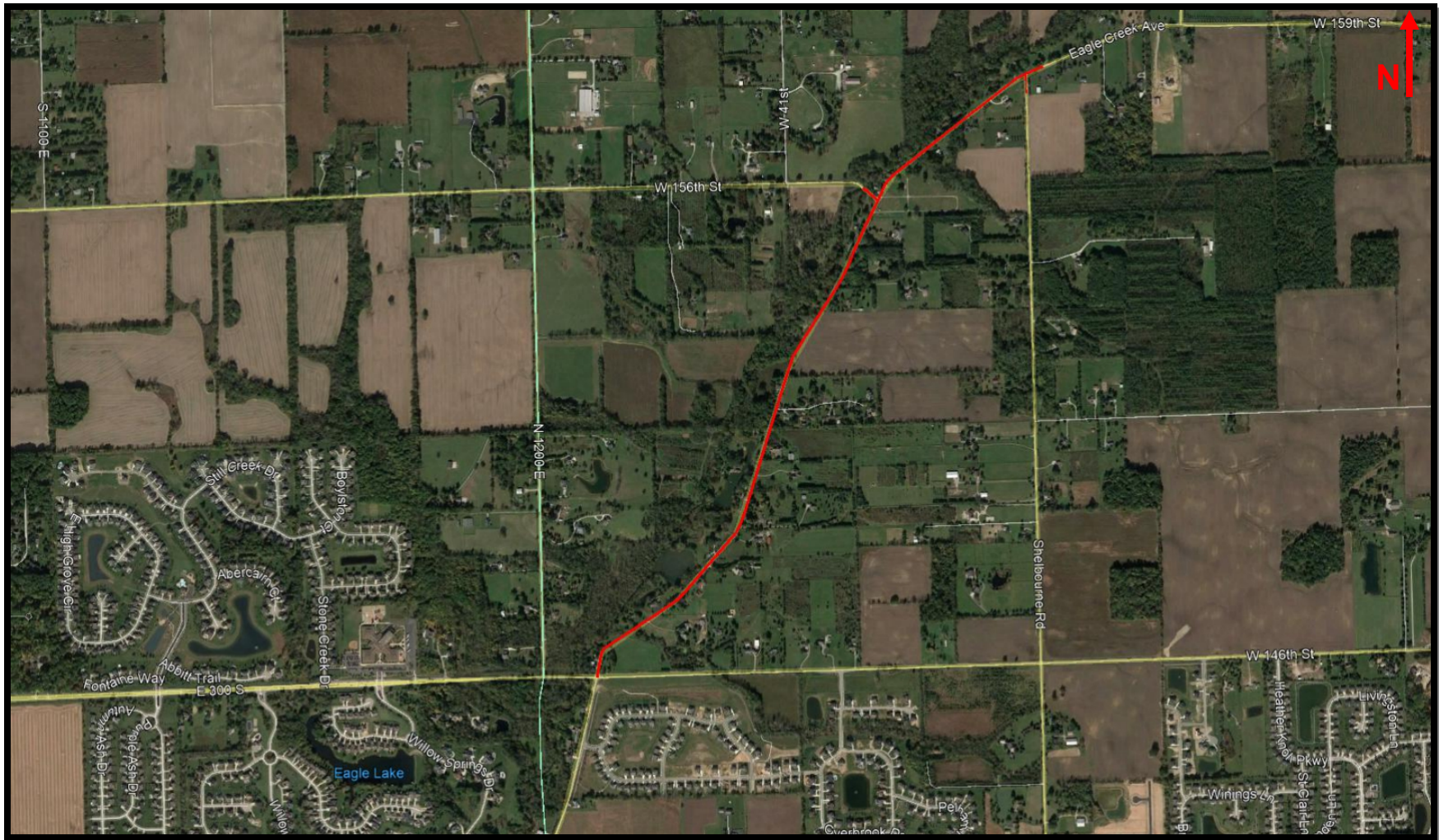
The width of survey will be 50 feet on each side of the centerline of the above described roads.

Total Survey includes approximately 8,930 lineal feet of roadway by the width described above.

- D. Obtain last deed of record, subdivision plats, and section or auditor plats within the project limits from local and state agencies. VS shall provide of all property information, deeds, plats, and maps.
- E. Send out survey notices together with questionnaires (if applicable) to all property owners within the project area. All survey notices and questionnaires shall be approved by Client prior to distribution.
- F. Establish Primary Horizontal Control within the project limits such that the survey base line(s) can be re-established during construction. The Hamilton County Zone of the Indiana Geospatial Coordinate System will be used.
- G. Locate NGS, DNR or Hamilton County benchmarks and transfer elevation to the site. Set temporary bench marks within the project limits such that elevation datum can be re-established during construction.
- H. Tie in the survey base lines to available USPLSS section corners and/or existing property/right-of-way monumentation, as needed, to re-establish any existing right-of-way.
- I. Re-establish existing roadway alignments from plans for previous projects.
- J. Plot existing right-of-way, where applicable, based on observed physical evidence and record documents acquired from local government agencies.

- K. Coordinate with all utility companies to locate and mark their utilities in field. VS shall notify the utilities via the call before you dig notification system (Indiana Underground Plant Protection Service (I.U.P.P.S.)). VS shall verify that each utility has field located their facilities during the course of the design survey. The existing facilities located, at the time of the field survey, shall be incorporated into the design survey. In addition, VS shall provide listing of all utilities and all information available for that utility including address, and telephone number.
- L. Perform design survey in sufficient detail to obtain topographic data, utilities, buildings, walls, walks, signs, vaults, and natural and man made features, as evidenced by facilities at the ground surface and marks by others, necessary for the development of project plans, including all potentially affected trees, 6 inches in diameter and greater, identified by size.
- M. Take cross sections at specified intervals across the right-of-way of public roadways and or the project limits (as described above) whichever is further out. Additional cross sections shall be taken at intersection of streets, roads, railroads, driveways, etc. Obtain elevations of all existing structures such as drainage culverts, utilities and other structures.
- N. Indicate spot elevations at all finish floors, at each threshold, building edges, insets and projections, exterior platforms, steps (top and bottom treads), corners, building entrances, break in grade, ramps, area ways, tree grates, etc. within the project limits, and at top and bottom of curb.
- O. Take cross sections up – and – downstream of the two existing timber structures and the box culvert on Little Eagle Creek Avenue. Two cross sections in each direction at 50 foot intervals will be taken for a total 12 cross sections.
- P. VS shall furnish a hard copy together with all field survey information collected on electronic media. VS shall also prepare master drawings (1-foot contours) from data collected in topographic survey using InRoads and shall submit a hard copy together with electronic format (INDOT Layer standards). VS shall delineate and label the location of all buildings, structures, fences, railings, signs, walls, walks, paved areas, curbs and other permanent structures and existing improvements. VS shall outline all building edges, insets and projections, and below grade structures such as vaults, basements, and areaways where applicable, as evidenced by facilities at the ground surface and marks by others.
- Q. Prepare and record a Location Control Route Survey Plat (LCRSP) with the Hamilton County Recorder's Office depicting existing alignments and right-of-way. Property lines and owner information for adjoining properties will be shown, but not dimensioned.

Attachment No. 1



Little Eagle Creek Avenue – Des. No.: 1902801

**PROJECT: Little Eagle Creek Avenue
Westfield, IN**

Des. No.: 1902801

	ESTIMATED TIME			
	Project Surveyor II	Party Chief	Survey Tech II	Total
Engineering Survey				
Research				
Auditor / Assessor Maps	1		1	
Subdivision Plats				
Owners Names and Addresses				
Mailings			14	
Deeds				
Section Corners		1		
Plans		2		
Utility Coordination				
Locate Tickets			2	
Follow - Up Verification		2		
Vertical Control				
Bench Level Circuit	2	30	30	
Horizontal Control				
Main Line Traverse	2	14	14	
Alignment Recon		4	4	
Section Corners & Property Recon		14	14	
Topography / Elevations				
Mobile LiDAR Acquisition	By Subconsultant			
Stream Cross Sections (12 total)	1	12	12	
Supplemental Survey & Utilities	1	14	14	
Structures & Misc. Details		4	4	
Route Survey & Field Book Preparation				
Alignment Calculation	4		8	
R/W Determination/Property Lines	10		24	
LiDAR Feature Extraction	8	32	90	
Topography (CAD Drawing)	8	12	24	
Field Check	1	2	2	
Route Survey	16		44	
Field Book	6		14	
Travel				
Travel Time		14	14	
Total Hours	60	157	329	546
Average Weighted Hourly Rate	\$ 131.23	\$ 89.59	\$ 67.58	
Total Salary Cost	\$ 7,873.80	\$ 14,065.63	\$ 22,233.82	\$ 44,173.25
Direct Cost (See below)				\$ 22,813.50
Total				\$ 66,986.75
Engineering Survey Fee				\$ 66,900.00

DIRECT COSTS	UNIT COST	QUANTITY	COST
Travel Mileage	\$0.38/mile	825	\$ 313.50
Lodging (Per Person / Day)	\$90/person		\$ -
Per Diem (Per Person / Day)	\$26/person		\$ -
Mobile and Aerial LiDAR Collection	LS	1	\$ 22,000.00
Reproductions/Copies/Materials/Postage	LS	1	\$ 500.00
	TOTAL		\$ 22,813.50

Litte Eagle Creek Avenue - Westfield, Indiana - Drilling & Lab Testings Fees ESTIMATE					for WSP USA	
Item	Description	Unit	Est. Qty.	Est. Cost	Extended Price (\$)	Subtotal
Drilling						
1	Mobilization and Field Coordination					
a	SPT Drill Rig	LS	1	\$ 284.00	\$ 284.00	
c	Field Coordination with Utilities	LS	1	\$ 440.00	\$ 440.00	
d	Field Coordination with Property Owners (1-10)	LS	1	\$ 350.00	\$ 350.00	
e	Mileage	MI	50	\$ 3.70	\$ 185.00	
2	Truck Mounted Borings with Split- Spoon Sampling					
a	Standard	LF	130	\$ 20.00	\$ 2,600.00	
4	Truck mounted core drilling					
a	Standard	LF	0	\$ 41.00	\$ -	
7 a	Hand or truck soundings	LF	0	\$ 13.25	\$ -	
8 a	Hand auger drilling - Standard	LF	30	\$ 13.75	\$ 412.50	
9	Skid (ATV) Mounted Borings with Split Spoon Sampling					
a	Standard	LF	0	\$ 32.00	\$ -	
11	Skid (ATV) Mounted core drilling					
a	Standard	LF	0	\$ 46.00	\$ -	
24	Set-up for Boring and Machine Soundings					
a	Borings and Machine Soundings (<20 feet)	EA	7	\$ 74.00	\$ 518.00	
b	Rock Core Borings	EA	0	\$ 126.00	\$ -	
25	Additional 2-in. split spoon sampling	EA	10	\$ 22.00	\$ 220.00	
27	3-inch Shelby Tube Samples	EA	1	\$ 66.00	\$ 66.00	
28a	Bag Samples, 25 lbs	EA	2	\$ 54.00	\$ 108.00	
28b	Bag Samples, 5 lbs	EA	5	\$ 35.00	\$ 175.00	
31b	Piezometer installation, <25 ft	EA	0	\$ 284.00	\$ -	
31d	Metal protective cover	EA	0	\$ 132.00	\$ -	
34a	24-hour water levels Standard	EA	0	\$ 40.00	\$ -	
34b	PVC Slotted Pipe	EA	0	\$ 6.50	\$ -	
35	Special Borehole Backfill					
a	0-15 ft Standard	EA	13	\$ 150.00	\$ 1,950.00	
b	More than 15 ft Standard	LF	30	\$ 7.00	\$ 210.00	
c	Pavement Restoration	EA	10	\$ 65.00	\$ 650.00	

37	Traffic Control					
b	Equipment Rental and professional traffic services	Cost	1.00	\$ 6,625.00	\$ 6,625.00	
c	Flag Crew with Equipment	DAY			\$ -	
d	Traffic Control Coordination with Subcontractor	LS	1	\$ 645.00	\$ 645.00	
	Pavement Investigation					
	Mobilization of Coring Equipment	LS	1	\$ 225.00	\$ 225.00	
	Mobilization Mileage for Coring Equipment	MI	50	\$ 2.00	\$ 100.00	
	Pavement Core Full Depth	EA	5	\$ 215.00	\$ 1,075.00	
	Subtotal, Drilling					\$ 16,838.50
Laboratory Testing						
39, 40	Soil Sieve Analysis - with hydrometer	EA	15	\$ 113.00	\$ 1,695.00	
42,43	Atterberg Limits (Liquid Limit, Plastic Limit & Plasticity Index)	EA	15	\$ 71.00	\$ 1,065.00	
45	pH Test	EA	5	\$ 16.50	\$ 82.50	
46a	Loss on Ignition (Conventional)	EA	5	\$ 26.00	\$ 130.00	
47a	Phosphorus Tests	EA	5	\$ 23.00	\$ 115.00	
47b	Potassium Tests	EA	5	\$ 23.00	\$ 115.00	
48a	Moisture Content (Conventional)	EA	70	\$ 7.25	\$ 507.50	
50	Specific Gravity	EA	0	\$ 38.00	\$ -	
51	Unit Weight Determination	EA	3	\$ 19.00	\$ 57.00	
53a	Unconfined Compression Test on Soils	EA	1	\$ 50.00	\$ 50.00	
58a	Standard Proctor	EA	2	\$ 150.00	\$ 300.00	
59b	Subgrade Resilient Modulus on Remoulded Samples	EA	0	\$ 660.00	\$ -	
59c	Resilient Modulus on Shelby Tube	EA	0	\$ 420.00	\$ -	
61	Water Soluble Sulfate test	EA	5	\$ 110.00	\$ 550.00	
	Subtotal, Laboratory testing					\$ 4,667.00
					TOTAL	\$ 21,505.50

Mapped Bedrock Between:			Elevation (ft.)										
			Bottom	Top									
			650	700	Offset another hole for tube.bag	Borings	surface elevation	Boring Depth	Proposed boring termination elevation	Number of Samples per Borings	Additional Sample	assumed linear feet of soil	assumed linear feet of rock core
					1	RB-01/PC-01	874	6	868.0	3	1	6	0
Total Project Length		8,300	ft			RB-02/PC-02	872	6	866.0	3	1	6	0
Type:	Reconstruction				1	RB-03/PC-03	873	6	867.0	3	1	6	0
						RB-04/PC-04	872	6	866.0	3	1	6	0
Borings						RB-05/PC-05	878	6	872.0	3	1	6	0
Roadway						CB-01	886	40	846.0	10	2	40	0
Road Borings		5				CB-02	877	40	837.0	12	2	40	0
Soundings		0				CB-03	874	20	854.0	6	1	20	0
Drainage					2	8		130		43	10	130	0
12x7 Timber Structure		1	CB-01			10 pavement restoration							
16x9 Timber Structure		1	CB-02			10 total							
6x4 Box Culvert		1	CB-03										
Lab Testing													
Topsoil tests needed		5											
Mr Bag		0											
Mr Shelby		0											

Little Eagle Creek Avenue Widening

Roadway Reconstruction and Widening

Legend

Proposed Boring

RB-02/PC-02

Eagle Creek Ave

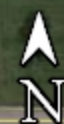
CB-01 (12x7 Timber Structure)

RB-01/PC-01

Google Earth

©2020 Google

W 146th St



700 ft

Little Eagle Creek Avenue Widening

Roadway Reconstruction and Widening

Legend

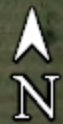
Proposed Boring

RB-04/PC-04

Eagle Creek Ave

Country Pl Dr

RB-03/PC-03



700 ft

Little Eagle Creek Avenue Widening

Roadway Reconstruction and Widening

Legend

Proposed Boring

HA-3
HA-3
HA-2

Eagle Creek Ave

RB-04/BC-04



Little Eagle Creek Avenue Widening

Roadway Reconstruction and Widening

Legend

- Proposed Boring

RB-05/PC-05

CB-02 (16x9 Timber Structure)

Shelbourne Rd

Little Eagle Creek Ave



Westfield Board of Public Works & Safety

Meeting 2020 Schedule

Monthly Meeting Date	Deadline to Submit Agenda items
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January 27, 2021	January 20, 2021
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February 24, 2021	February 17, 2021
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March 24, 2021	March 17, 2021
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April 28, 2021	April 21, 2021
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May 26, 2021	May 19, 2021
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June 23, 2021	June 16, 2021
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July 28, 2021	July 21, 2021
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August 25, 2021	August 18, 2021
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September 22, 2021	September 15, 2021
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October 27, 2021	October 20, 2021
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*November 17, 2021	November 10, 2021
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*December 15, 2021	December 8, 2021
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Meetings are held at the Westfield Public Works Large Conference Room, 2706 E. 171st Street Westfield, IN 46074. Depending on the Covid situation in 2021, the meetings may be virtual. They are the 4th Wednesday of each month and begin at 1:00 pm.

*Special dates due to the holiday schedule.

ENCROACHMENT PERMIT APPLICATION

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

For Office Use Only

Permit Number _____

Expires _____

Permit Fee _____

Fee Waived _____

Application Date: _____ Estimated Completion Date: _____

Work Address: _____ Subdivision: _____

Name of Contractor/Utility: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Name of Sub-Contractor: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

LOCATION: ☐ Street ☐ Alley ☐ Sidewalk ☐ Shoulder/Berm

IUPPS Number: _____

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

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

Please describe proposed work: _____

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

SIZE OF STREET OR RIGHT-OF-WAY CUT

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

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

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

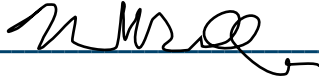
TRAFFIC PORTION AFFECTED BY PERMIT

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

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

TERMS AND CONDITIONS FOR ENCROACHMENT PERMIT

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

Signature of Applicant:  Title: _____

Printed Name: _____ Date: _____

Company Name: _____ Phone Number: _____

For Office Use Only:

Traffic Control Personnel: YES NO Uniform Police: YES NO Number of Personnel Necessary: _____

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

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

Director/or his representative

Project Manager/when applicable

Date Approved



November 11, 2020

Consent Agenda Item:

Performance Bond Acceptance

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

- Grand Communities, LLC, Villages of Oak Manor, Section 2C, Bond #0234001, \$25,403.00, Erosion Control
- Westfield Poplar, LLC, Westfield Poplar Townhomes, Bond #LICX1197672, \$26,994.00, Erosion Control
- Westfield Poplar, LLC, Westfield Poplar Townhomes, Bond #LICX1197673, \$32,961.50, ROW Improvements
- Westfield Poplar, LLC, Westfield Poplar Townhomes, Bond #LICX1197669, \$86,658.00, Streets & Curbs
- Westfield Poplar, LLC, Westfield Poplar Townhomes, Bond #LICX1197670, \$170,797.00, Storm
- Westfield Poplar, LLC, Westfield Poplar Townhomes, Bond #LICX1197671, \$11,022.00, Sidewalks
- Beazer Homes Indiana, West Rail, Phase 3, Bond #SU1167184, \$44,872.08, SSD Under Curbs
- Beazer Homes Indiana, West Rail, Phase 3, Bond #SU1167183, \$22,050.23, Common Area Sidewalks
- Beazer Homes Indiana, West Rail, Phase 3, Bond #SU1167182, \$42,361.11, Roll Curb
- Beazer Homes Indiana, West Rail, Phase 3, Bond #SU1167181, \$253,301.79, Streets – Stone, Asphalt Base, Binder, Surface & Raised Pavement Markers
- Beazer Homes Indiana, West Rail, Phase 3, Bond #SU1167180, \$301,443.54, 156th Street Improvements
- Platinum Properties Management Company, LLC, Lancaster, Section 1, Bond #3152061, \$35,000.00, Concrete Curbs Punchlist Items
- Countrymark Refining & Logistics, Bond & Rider #9358180, \$55,550.00, Erosion Control & ROW
- Lennar Homes of Indiana, Osborne Trails, Section 2, Bond #024248569, \$60,919.00, Concrete Curb
- Lennar Homes of Indiana, Osborne Trails, Section 2, Bond #1085881, \$461,760.00, Storm Sewer & Subsurface Drain
- Lennar Homes of Indiana, Osborne Trails, Section 2, Bond #72BSBIJ1055, \$71,031.00, Asphalt Path
- Lennar Homes of Indiana, Osborne Trails, Section 2, Bond #72BSBIJ1056, \$356,187.00, Asphalt Pavement – Local Street
- Lennar Homes of Indiana, Osborne Trails, Section 2, Bond #024248568, \$33,252.00, Common Area Sidewalks

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:

- NONE

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:

- E&B Paving, LLC, Lancaster, Section 1, Bond & Rider #30113066, \$33,186.90, Asphalt Paving: Local Streets (Stone, Binder, Surface)
- E&B Paving, LLC, Lancaster, Section 1, Bond & Rider #30113067, \$10,938.00, Asphalt Paving: Entry ROW (A/D Lane, Passing Blister Lane, Mill & Resurface, Stone Shoulder, Striping)
- E&B Paving, LLC, Lancaster, Section 1, Bond & Rider #30113068, \$3,606.00, Asphalt Paving: ROW Path & Emergency Access Drive (Stone, Binder, Surface)
- Conco Curbs & Paving, LLC, Lancaster, Section 1, Bond #B3264445, \$1,438.00, Concrete Walks & ADA Ramps
- Conco Curbs & Paving, LLC, Lancaster, Section 1, Bond #B3264440, \$5,420.10, Concrete Curbs
- Eagle Valley, Inc., Lancaster, Section 1, Bond #MNT9356178, \$46,083.60, Storm Sewers (Pipe, Structures, & SSD)

Maintenance Bond Release

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

- **NONE**

Letter of Credit Acceptance

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

- **NONE**

Cash In Lieu/Development Agreement

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

- **NONE**