



Mayor
Andy Cook

City Council

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

Clerk Treasurer

Cindy J. Gossard

Parks and Recreation

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

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

TO: Westfield Board of Works and Safety

From: Melody Jones

CC: Todd Burtron

Date: March 28, 2013

RE: Monon Trail Tunnel at 161st Street - Phase 1

Board of Works and Safety

Westfield Parks and Recreation Department is requesting the approval to contract with United Consulting to perform the following services for Phase 1 of the Monon Trail Tunnel under 161st Street:

- Survey
- Utility Coordination
- Cemetery Management Plan
- Geotechnical Investigation
- INDOT Project Coordination
- Design, Plans & Bid Documents
- Construction Project Inspection

Phase 1 construction will consist of constructing a single span concrete slab structure under the existing roadway. The proposed structure will be sized to provide a horizontal clearance of 14' and a minimum vertical clearance of 10' to the Monon Trail. The structure width will accommodate the existing two lane configuration of 161st Street including railing. The structure will be constructed under fill to better facilitate future changes to the cross section of 161st Street.

The structure will be supported on a pile foundation. During Phase 1, the piles will be driven into the existing ground and the cap and slab structure placed. The earthwork will be left in place between the piles for removal in Phase 2.

The excavations adjacent to and over the single span concrete slab structure will then be backfilled to match the existing conditions in order to maintain the at-grade crossing for the Monon Trail. The pavement section

for 161st Street will be reconstructed within the limits of the excavation and the trail will be restored to its present condition. Coordination with INDOT while 161st Street will be closed for the US 31 project will provide at future construction cost savings estimated at about \$500,000.

United Consulting services will cost \$80,530, which include construction inspection. This project will be funded with park impact fees.

The Westfield Parks and Recreation Department request approval and plans to issue a Notice to Proceed upon the Board of Works and Safety's approval today.

Parks and Recreation

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

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

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional Services is made and entered into as of the 20th day of March 2013, by and between City of Westfield ("Contracting Party") and United Consulting ("Consultant").

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

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

- (a) Professional services provided by Consultant: United Consulting (See Exhibit B attached hereto and made a part hereof).
- (b) Location: 161st Street over Monon Trail, Westfield, Indiana 46074 (the "City Property")
- (c) Date by which the Services shall be completed: October 4, 2013 (the "Completion Date")
- (d) Purchase Price: Eighty Thousand Five Hundred Thirty and 00/100, \$80,530.00 (see Proposal dated 03.11.13- Exhibit B) Payments per approved invoiced amount and payable within forty-five (45) days following Contracting Party's receipt of an invoice at the address specified below.
- (e) Addresses:

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

City of Westfield
Attn: Melody Jones
2728 East 171st Street
Westfield, Indiana 46074

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

If to Consultant:
United Consulting
1625 N. Post Road
Indianapolis, IN 46219
Attn: Chris Pope

B. **Contract Terms and Conditions.** This Contract for Professional Services is subject to the Contract Terms and Conditions set forth in paragraphs 1-28 attached hereto and made a part hereof, the Project Changes, Attachment 1, and Exhibit A and Exhibit B attached hereto and made a part hereof. Parties stipulate that this agreement supersedes any and all other contracts, agreements or understandings between the Parties related to the subject matter herein.

C. **Amendment.** No alteration, addition, deletion or modification of the Contract shall be valid or binding unless made in accordance with the provisions of paragraph 23 hereof.

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

CONTRACT TERMS AND CONDITIONS

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

2. **PERFORMANCE:** Consultant hereby agrees to provide all services necessary to perform the requirements of this Contract and to execute its responsibilities hereunder by following and applying at all times the Degree of skill and care exercised by similar professionals currently performing similar services under similar conditions. Contracting Party reserves the right at any time to direct changes, or cause Consultant to make changes in the services or to otherwise change the scope of the services covered by this Contract with a signed Change Order executed by both parties, and Consultant agrees to make such changes promptly. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by Contracting Party after receipt of documentation in such form and detail as Contracting Party may reasonably require.

3. **TIME AND PERFORMANCE:** The professional services under this Contract shall be completed no later than the Completion Date. The Consultant shall submit for Contracting Party's approval a detailed schedule for the performance of the services which shall include allowances for periods of time required for Contracting Party's review and approval of submission by Consultant. Time limits established by this detailed schedule shall be consistent with the Completion Date. Time is of the essence of this Contract. If the Consultant fails to comply with Section A; Basic Terms, Paragraph c, [Completion Date], the Consultant shall be subject to delay damages of .5% of the Contract value per day unless the delays are beyond the reasonable control of the consultant.

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

5. **DISCLOSURE, WARNINGS AND INSTRUCTIONS:** Consultant shall maintain at the job site all Material Safety Data Sheets (MSDS) for all products used by consultant on the job site. Such MSDS sheets shall be available for inspection upon request.

6. **FORCE MAJEURE:** Any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor

problems (including lockouts, strikes and slowdowns), inability to obtain power, or court injunction; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within ten (10) days after discovery of the cause of such delay. During the period of such delay or failure to perform by Consultant, Contracting Party, at its option, may purchase goods or services from other sources and reduce its schedules to Consultant by such quantities, without liability to Consultant, or have Consultant provide the goods from other sources in quantities and at times requested by Contracting Party at the price set forth in this Contract.

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

8. **DEFAULT:** In the event Consultant commits any of the following (each, a "Default"): (a) repudiates or breaches any of the terms of this Contract, including, without limitation, Consultant's representations; (b) fails to perform services as specified by Contracting Party; (c) fails to make progress for reasons within the Consultants control so as to endanger timely and proper completion of services, and does not correct such failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Contracting Party specifying such failure or breach; or (d) becomes insolvent, files, or has filed against it, a petition in bankruptcy, for receivership or other insolvency proceeding, makes a general assignment for the benefit of credits or (if Consultant is a partnership or corporation) dissolves, Contracting Party shall have the right (1) to terminate all or any part of this Contract, without liability to Consultant; (2) to perform or obtain, upon such terms and in such manner as it deems appropriate in its sole discretion, the services which were to be provided by Consultant and Consultant shall be liable to Contracting Party for any reasonable and immitigable excess costs above the costs of this contract incurred by Contracting Party in performing or obtaining such similar services; and (3) to exercise any other right or remedy available to Contracting Party at law or in equity and except to the extent of any betterment realized by the Contracting Party.

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

10. **REQUIRED INSURANCE AND INDEMNIFICATION:**

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

Worker's Compensation	Required.
Employer's Liability	\$2,000,000 each accident, \$2,000,000 disease each employee, and \$2,000,000 disease policy limits.
Commercial General Liability (CG0001), including Personal Injury, Premises Operations, including explosion, collapse or underground property damage hazards, including costs to repair or replace damaged work. (The Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy).	\$5,000,000 Per Occurrence and \$5,000,000 General Aggregate.
Commercial Automobile Liability, including Owned, Non-Owned and Hired Car coverages.	\$5,000,000 Combined Single Limit for Bodily Injury and Property Damage.

- (b) The insurance shall be procured from companies authorized to do business in the state in which the Contracting Party's property is located. Except as otherwise expressly set forth herein, coverage shall be on an occurrence basis. All insurance procured or maintained by Consultant on which the Contracting Party is an additional insured, shall be primary. Any insurance maintained by Contracting Party shall be considered excess and non-contributory. Consultant shall permit Contracting Party to examine the actual policies upon request at the Consultant's offices where the policy is stored.
- (c) A Certificate of Insurance acceptable to Contracting Party shall be submitted to Contracting Party prior to commencement of any work hereunder, including, without limitation, a certificate issued by the Industrial Board or other appropriate agency in the state where the City property is located showing that the Worker's Compensation and other employee benefit insurance is in full force and effect. Each insurer shall possess an A.M. Best's rating of no less than A-VIII as of inception of this Contract. The Certificate of Insurance shall contain a provision that coverage shall not be canceled unless at least thirty (30) days' prior written notice has been given to Contracting Party. The Certificate of Insurance shall name the Contracting Party as an additional insured with respect to all but the Worker's Compensation, Employee Liability, and Professional

Liability coverage. The additional insured endorsement shall state that coverage is afforded the additional insured as primary and non-contributory. In addition, each Certificate of Insurance shall provide that the Certificate Holder is the Contracting Party, c/o City of Westfield. Consultant shall not have earned any fees nor be due any payments hereunder unless and until such Certificate of Insurance is received by Contracting Party.

- (d) Consultant shall indemnify and hold harmless Contracting Party, and its employees from and against any and all liability, claim, damage, loss or expense (including, without limitation, court costs and reasonable attorneys' fees) to the extent caused by any negligence of the Consultant, its employees or sub consultants, in the performance of the services under this contract, but not to the extent arising directly out of the negligence of Contracting Party. This subparagraph (d) shall survive the expiration or termination of this Contract.
- (e) Without limiting anything set forth in this paragraph 10, the following additional insurance coverage limits are required for the professional services: \$2,000,000 per claim and \$5,000,000 general aggregate professional liability, with retroactive coverage to the earlier of date of execution of Contract and commencement of any work and coverage for a minimum period of two (2) years after professional services completion.
- (f) If Consultant fails to maintain the insurance as set forth herein, Contracting Party may terminate this Contract immediately or, at the option of Contracting Party, Contracting Party may obtain insurance on the Consultant's behalf and offset the cost of insurance related to the contracted services against any payments due Consultant.

11. **SAFETY**: Consultant shall, related to the services hereunder, fully observe any and all known federal, state and local safety performance standards and all additional applicable laws, ordinances, rules, regulations and orders of public authorities having jurisdiction over the work area. Without limiting the foregoing, Consultant shall also comply with Contracting Party's Rules of Conduct, a copy of which is attached hereto as Exhibit A and made a part hereof. Compliance with such standards, laws, ordinances, rules, regulations and orders shall be at the sole cost of Consultant. Violations can and/or will result in immediate corrective and disciplinary actions being taken, including, without limitation, termination of this Contract. If this Contract is terminated pursuant to this paragraph 11, Contracting Party shall not be required to make any further payments to Consultant except for conforming goods and services rendered prior to such termination. A safety representative employed by Contracting Party or an insurer may, from time to time, conduct safety inspections and submit safety findings. Consultant shall, at its expense, implement any reasonable abatement procedures recommended by such safety representative or insurer related to the contracted services.

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

13. **CONSTRUCTION PHASE SERVICES:** Should the Contracting Party authorize construction installation based on the plans provided under this Contract without project observation, review of Contractor's performance, and/or construction phase services by the Consultant, the Contracting Party assumes all responsibility for interpretation of these documents and for construction observation, and waives any claims against the Consultant that may be in any way connected thereto.

14. **OWNERSHIP OF DOCUMENTS:** It is understood by and between the parties to this Contract that all Drawings, Specifications and other work or products of the Consultant for this Project shall remain the property of the Consultant and are instruments of service for this Project only and shall apply to this particular Project only for the specific purpose intended. Any reuse of the instruments of service of the Consultant by the Contracting Party for any extensions of the Project or for any other project without the written permission of the Consultant shall be prohibited.

15. **OPINION OF CONSTRUCTION COSTS:** Any opinion of construction cost prepared by the Consultant represents his judgment as a design professional and is supplied for the general guidance of the Contracting Party. Since the Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, the Consultant does not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost to the Contracting Party.

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

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

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

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

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

21. **RELATIONSHIP OF PARTIES**: Consultant and Contracting Party are independent contracting parties and not agents, employees, partners, joint ventures or associates of one another, and nothing in this Contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Consultant shall pay all wages and appropriate expenses of its employees, including, without limitation, all federal, state and local taxes, social security taxes and other employment or personnel taxes or assessments. Contracting Party shall not be liable for any injury (including death) to any persons, or any damages to any property incurred in connection with the performance of this Contract, to the extent caused by Consultant's fault or negligence.

22. **GOVERNING LAW**: This Contract is to be construed in accordance with and governed by the laws of the state where the City property is located.

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

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

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

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

27. **OFAC COMPLIANCE**: The Office of Foreign Assets Control (OFAC) prohibits US persons from entering into transactions with individuals, groups, and entities, such as terrorists,

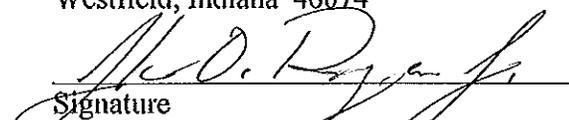
narcotics traffickers and those engage in activities related to the proliferation of weapons of mass destruction, collectively referred to as Specially Designated Nationals ("SDN"). If the name of Consultant or any individual in a management position with Consultant is discovered on the SDN list, published by OFAC, such discovery shall constitute a material breach of this Contract. Contracting Party shall promptly notify Consultant, which shall have three (3) days in which to provide to Contracting Party clear and convincing evidence that (a) neither Consultant nor any individual in a management position with Consultant is an SDN, (b) the transaction is authorized by OFAC or (c) a statutory exemption exists that permits Contracting Party to do business with Consultant. Should Consultant fail to do so, then Contracting Party shall terminate this Contract for cause without further notice or grace period.

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

EXECUTED this 21st day of MARCH, 2013.

Contracting Party:
City of Westfield
2728 East 171st Street
Westfield, Indiana 46074

Consultant:
United Consulting
1625 N. Post Road
Indianapolis, IN 46219


Signature

Signature

JOHN O. ROGERS, JR.
Printed Name

Printed Name

DIRECTOR ENTERPRISE DEV
Title

Title

03.21.13
Date

Date

EXHIBIT A
Rules of Conduct

In an effort to have COMPLETE CUSTOMER SATISFACTION, we have prepared the following Rules of Conduct. Your personnel's compliance with these rules will help us collectively acquire COMPLETE CUSTOMER SATISFACTION.

- Conduct yourselves in a professional manner in all areas of the City. Radios or audio equipment, other than communication, are strictly prohibited.
- No Graffiti.
- Be neat, clean and QUIET while in or NEAR occupied City spaces. Protect hallway and entries with temporary carpet runners.
- No vehicles shall be brought or parked in the buildings, or are to be parked in parking spaces outside allotted for handicapped parking.
- Proper work attire shall be required at all times.
- Only authorized personnel shall be permitted in work areas. Identification or uniforms may be required.
- Always check in with appropriate City officials prior to beginning work in a new work area.
- Do not use City equipment.
- Housekeeping is paramount. Remove all dirt and debris created by your activity. Project to be broom swept and trash removed on a daily basis and as needed by each applicable trade.
- Smoking and the use of smokeless tobacco are prohibited on City properties.
- Loud and/or foul language is prohibited.
- Food and drink shall not be permitted in carpeted City spaces.
- Material storage and/or debris shall not be left in unsecured areas.
- Exits and entrances shall be maintained clear and unobstructed. Securing of the work area is the responsibility of the Consultant and shall be locked at night.
- Thermostats shall not be adjusted unless the City has granted permission.
- Loading and unloading shall be in permitted area of the work site only.
- When dealing with citizens, be courteous at all times, keep all negative comments to yourself or discuss them with the City personnel.
- Special care shall be taken at all times to protect the surroundings of the work area. Dust, fumes and vapors controls shall be employed.
- City officials shall be made aware of work that creates noxious odors. Any odiferous work is to be coordinated with the City to allow for proper advanced notification with the affected citizens.
- Any work that will compromise the existing utilities shall be coordinated with the City. Arrangements shall be made with the City if special access is required.
- No use of power actuated tools or hammer drills is permitted at an occupied City building between the hours of 7:00 AM and 5:00 PM, or as directed by City officials.
- Only designated freight elevators that are properly protected shall be used by the contractors and Consultants.
- Safe working practices shall be observed at all times. The safety of your employees, the buildings and the work site is considered to be paramount. All work shall be conducted and completed by the guidelines set forth by the Federal, Local and State Authorities.
- Fall protection shall be worn, observed or employed when working in articulating boom lifts, scissors lifts, ladders, scaffolding and any other activity where workers are exposed to a fall and shall comply with the provisions of OSHA and IOSHA.
- Any and all "Hot Work" shall have an appropriate fire extinguisher immediately accessible and be pre-approved by the City officials.
- All electrical service shall be properly protected with a GFCI, including the use of extension cords on permanent power.
- Eye protection shall be worn at all times when cutting, grinding, chipping, drilling or using power actuated tools.

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

EXHIBIT B

See attached Proposal dated 03.11.13



March 11, 2013

Mrs. Melody Jones, CPRP, CPSI
Westfield Parks & Recreation Director
2728 East 171st Street
Westfield, IN 46074

RE: 161st Street over Monon Trail
Pedestrian Underpass

Dear Mrs. Jones:

We have included a fee for Part-Time construction inspection to the fee proposal for the Monon trail pedestrian underpass at 161st Street which was originally submitted on March 4, 2013. Transmitted herewith, please find the following information for the referenced project:

1. Scope of Work
2. Project Schedule
3. Updated Project Development Costs
4. Anticipated Schedule of Payments for Engineering Services and Construction

The engineering fees for this project have been broken into Preliminary Design and Final Design phases. The Preliminary Design phase will be taken through the field check to determine if there are utility conflicts that may compromise the schedule. A meeting will be held with the City after the field check to evaluate options prior to proceeding with the Final Design.

Please note that the construction cost and fee estimates are for Phase I services only unless otherwise noted. We will deliver an engineering services agreement within one week of receiving your approval of the scope of work and engineering fees. In order to take advantage of the road closure for the 161st interchange we will need to be under contract on or before March 20, 2013.

If you have any questions or comments, please contact our office at your convenience.

Sincerely,
UNITED CONSULTING

Chris R. Pope
Chris R. Pope, P.E.
Vice President

Jon E. Clodfeller
Jon E. Clodfeller, P.E.
Bridge Department Manager

enclosures
c: File: Pending

ENGINEERING
ENVIRONMENTAL
INSPECTION
LAND SURVEYING
LAND ACQUISITION
PLANNING
WATER &
WASTEWATER
SINCE 1965

OFFICERS
William E. Hall, PE
Dave Richter, PE, PLS
Steven W. Jones
Christopher R. Pope, PE
B. Keith Boyard, PE
Michael Rowe, PE

PROFESSIONAL STAFF
Jerry D. Ritchie, PE
Andrew T. Wola, PE
Darin L. Skiffet, ACP
Darryl P. Winters, PE
Adam C. Post, PE
Michael S. O'Connell, ACP
E. Randolph Pemberton, PE
Timothy J. Coomes, PLS
Brian W. Craig, PE
Jon E. Clodfeller, PE
Steven R. Passey, PE
Kurt C. Courtney, PE
Brian J. Pierson, PE
Christopher L. Hammond, PE
Paul D. Goltzsch, PE
Brian S. Frederick, PE
Jay N. Risers, PE
Christopher J. Dyer, PE
Matthew R. Lee, PE
Joseph A. Rupp, PE
Christopher J. Wheeler, PE
William R. Curtis, PE
Jeremy A. Richardson, PE
John P. Sprague, PE
Heather E. Kaylor, PE
Adam J. Grawich, PLS
Whitney D. Neukam, PE
Kely J. LaValley, PE
Noah A. Taylor, PE
Josh O. Betz, PLS
Scott G. Mannich, PE
Dann C. Barrell, PE
Jacob T. Blanchard, PE
Scott M. Siple, PE

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

Proposal for Engineering Services:
161ST STREET OVER MONON TRAIL
CITY OF WESTFIELD

SCOPE OF WORK

I. GENERAL

The proposed project includes the construction of a pedestrian underpass at 161st Street for the Monon Trail. The existing grade of 161st Street will be maintained and the trail will be lowered to pass below 161st Street. The City of Westfield plans to construct this project in phases. All project development costs and fees in this proposal are for Phase I services only, unless otherwise noted.

Phase I

Phase I construction will consist of constructing a single span concrete slab structure under the existing roadway. The proposed structure will be sized to provide a horizontal clearance of 14'-0" and a minimum vertical clearance of 10'-0" to the proposed Monon Trail (See Fig. 1 & 3). The structure width will accommodate the existing two lane configuration of 161st Street including railing (See Fig. 2). The structure will be constructed under fill to better facilitate future changes to the cross section and/or grade of 161st Street (See Fig. 4).

The structure will be supported on a pile foundation. During Phase I, the piles will be driven into the existing ground and the cap and slab structure placed. The earthwork will be left in place between the piles for removal in Phase II.

The excavations adjacent to and over the single span concrete slab structure will then be backfilled to match the existing conditions in order to maintain the at-grade crossing for the Monon Trail. The pavement section for 161st Street will be reconstructed within the limits of the excavation and the trail will be restored to its present condition.

Phase II

Phase II construction will consist of completing the excavation under the structure and transitioning the grade to meet the existing trail. It is anticipated that the trail construction will begin approximately 250 feet south of 161st Street and continue north for approximately 500 feet. The proposed grade for the trail will be in compliance with ADA requirements.

The contractors of Phase II will need to excavate the existing material within the limits of the buried single span concrete slab structure and driven pile in Phase I. The cast-in-place

concrete walls to retain the existing roadway fill will be anchored to the driven piles in Phase I (See Fig. 3).

Retaining walls will be constructed along the Monon trail to retain the existing fill. Drainage structures will be installed along the retaining walls which will be piped along the south side of 161st Street and outlet to the Tributary of Cool Creek (See Fig. 5).

The trail will be constructed with concrete pavement on subgrade treatment within the limits of the Phase I construction. Beyond the limits of the structure the trail will be paved with HMA on subgrade treatment. Lighting for the trail will be installed inside the structure.

PROJECT FUNDING

This project is being developed by the City of Westfield with 100% local funding. Phase I construction is anticipated to begin in 2013.

II. GEOTECHNICAL INVESTIGATION

A Geotechnical Evaluation will be completed during Phase I for all Phase I and Phase II construction to determine the subsurface conditions and assess the impacts of these conditions on the proposed construction. It is anticipated that two borings will be taken at the proposed substructure. In addition, ten borings along the proposed retaining walls and 1 boring for the drainage pipe at the southwest quadrant will also be taken.

III. ENVIRONMENTAL

a.) Wetland and Stream Impacts:

The National Wetland Inventory Map shows no wetlands within the project vicinity. No other streams were identified within the limits of the project. Therefore, the project is not anticipated to affect any wetlands requiring mitigation.

b.) Historic and Cultural Resources:

Historical: The Hamilton County Interim Report was reviewed for the proposed project. The Interim report does not show any historic resources within the project limits.

Archaeological: The proposed project will result in the acquisition of undisturbed right-of-way. However, since no federal funds are being used an Archaeological Records Review and Phase Ia Archaeological Survey will not be required.

The Indianapolis Hebrew Congregation Cemetery North is located north of 161st Street along the east side of the Monon Trail. State law (IC 14-21-1-26.5) requires that any person planning to disturb the ground within 100 feet of a burial ground or cemetery for the purpose of erecting, altering, or repairing a structure must submit a development plan to the Indiana Department of Natural Resources Division of Historic Preservation

and Archaeology. The proposed project will involve construction within 100 feet of the Indiana Hebrew Congregation Cemetery. As a result, the requirements associated with IC 14-21-1-26.5 apply to this project.

c.) Hazardous Materials

A search of the red flag indicators revealed no potential hazardous waste sites within the project area. As a result, no further environmental site assessment is recommended for this project.

IV. PERMITS

FAA Form 7460: The Westfield Airport is located approximately 10,000 feet northwest of the subject project. If any equipment or permanent structures utilized for this project penetrate a 100:1 slope for the airport, FAA form 7460-1 must be filed.

V. UTILITIES

The city has fiber optic lines that run along 161st Street. AT&T has fiber optic lines that run along the East side of the Monon Trail. Vectren has a gas line which is approximately 19 feet deep running along the south side of 161st Street. The city has a 24" water main that runs along the south side of 161st Street. Duke has overhead power lines that run along the south side of 161st Street east of the Monon Trail which cross over to the north side of 161st Street west of the trail. United Consulting will send two coordination letters and invite the utilities to a field check meeting to discuss potential utility conflicts with the proposed construction. Coordination of relocations and review of work plans is not anticipated with the Phase I design services.

VI. MAINTENANCE OF TRAFFIC

It was discussed that one lane of traffic may be needed to be maintained at all times during construction to provide access to the cemetery and Farr Hills Drives. If necessary, the access will need to be integrated into the Phase I construction.

VII. LAND ACQUISITION

It is anticipated that all Phase I construction will take place within the existing right-of-way.

VIII. PROJECT SCHEDULE

This project will be developed for construction in the spring of 2013 (*See Attached Schedule for Details*).

IX. PROJECT RISK ASSESSMENT

Due to the accelerated schedule for Phase I of the proposed project the City of Westfield should be aware of potential risks that may negatively impact the anticipated construction cost and/or schedule.

The previously submitted design concepts and anticipated construction costs presented to City officials assumed the project would be let with enough time for utilities to relocate prior to the start of Phase I construction. The attached schedule assumes there will be no utility relocations necessary to complete Phase I. There is a possibility that either the fiber optic line that runs along the existing trail or other facilities not yet identified will interfere with Phase I construction. There are workable solutions to complete the Phase I construction if utility conflicts are discovered during design and utility coordination. However, these solutions have the potential to increase the overall construction cost of the project.

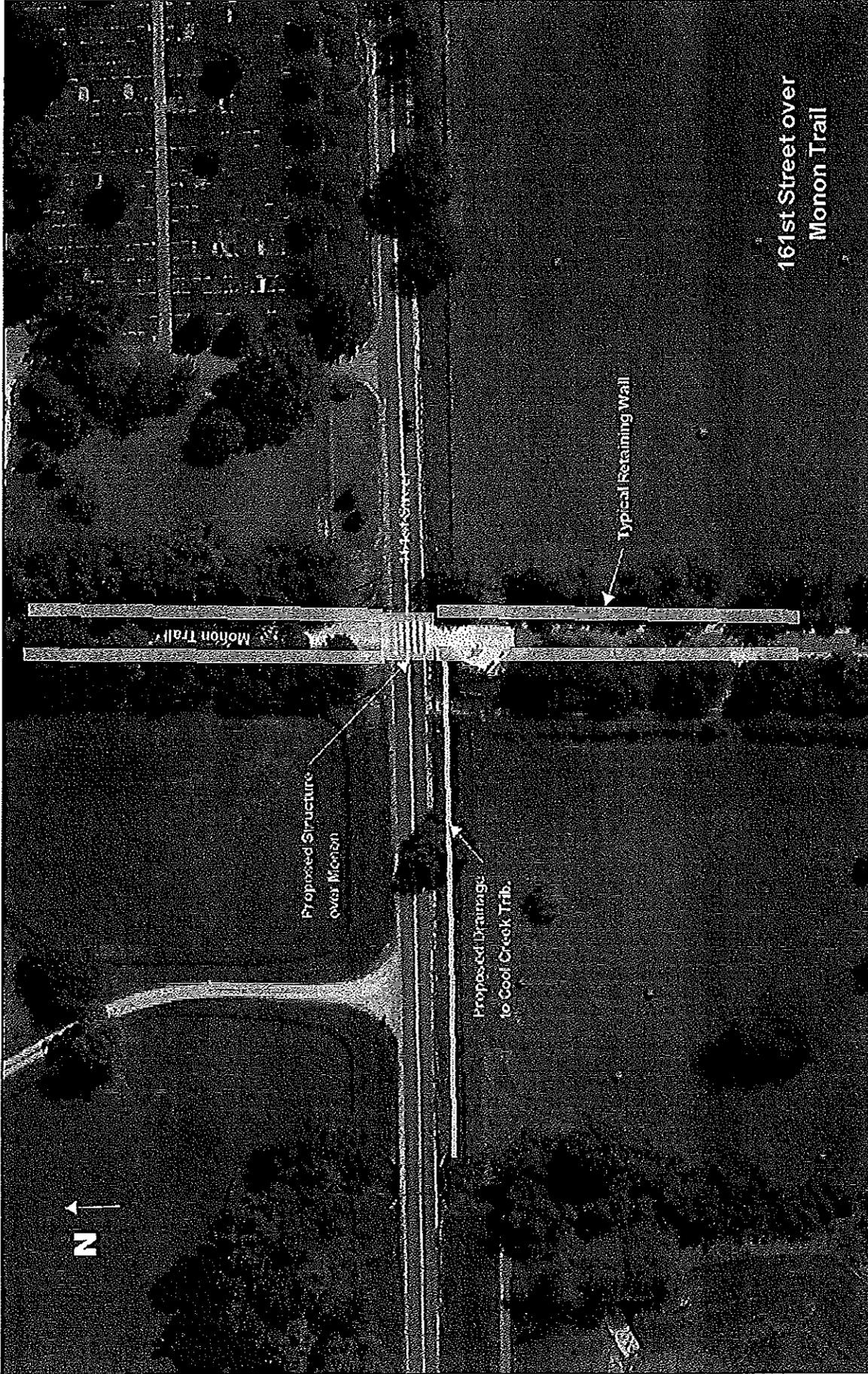
The structure depth has been set to accommodate an additional two lanes of traffic and a raised median. Based on discussions with the City it is our understanding that any future widening would occur on the south side of existing 161st Street due to the close proximity of the cemetery along the north side of 161st Street. Slight adjustments to the structure elevation may be required once a final typical section for the future build-out is approved by the City of Westfield. Revisions to the final build-out section may affect the scope and construction cost for the drainage design of the trail underpass.

This project will require approval of a Cemetery Management Plan by the Indiana Department of Natural Resources. We anticipate the approval to take 75 days. In order for Phase I construction to coincide with the 161st Street interchange road anticipated April 15th closure, the City would need to let the project for construction with the Cemetery Management Plan pending approval by IDNR.

X. ESTIMATED PROJECT COSTS

A detailed construction cost estimate has been prepared for the proposed work described in this report. The unit prices for the anticipated pay items are based on INDOT unit bid prices. The construction costs shown here may result in a different value when local unit bid prices, based on local wage rates, are utilized. The estimated construction cost for Phase I of this project is \$ 155,000 (2013 dollars). Please refer to the detailed quantity calculations and corresponding cost estimate summary.





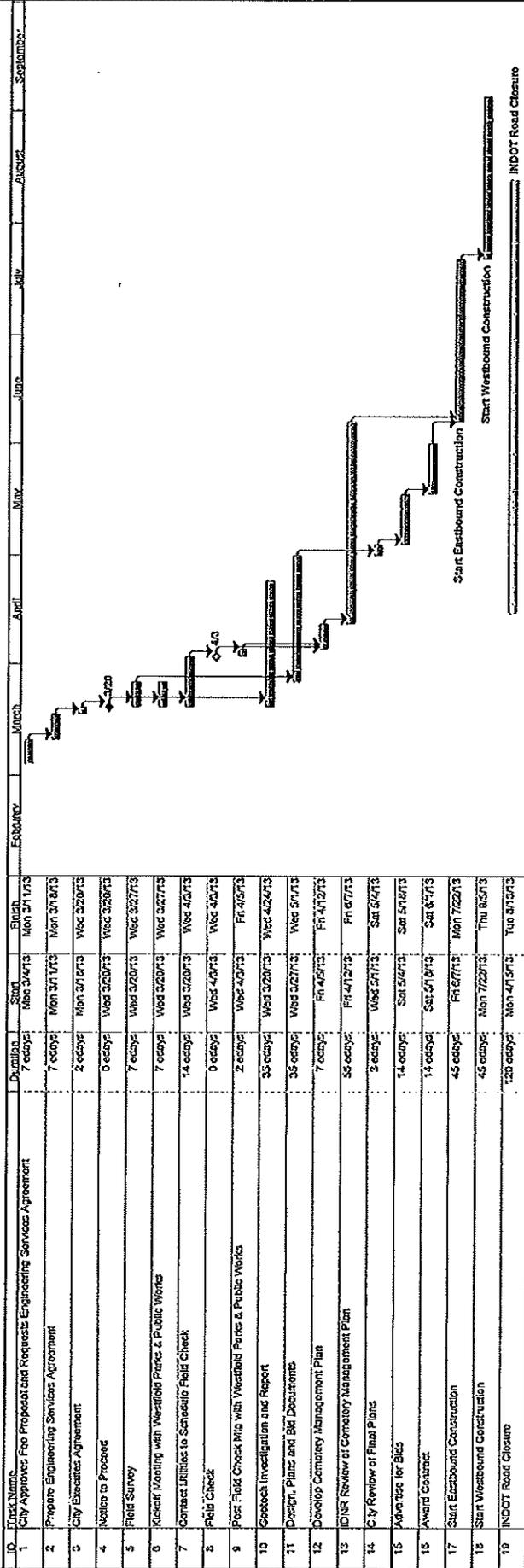
1625 N. Post Road
Indianapolis, Indiana 46219
Phone (317) 895-2585
Fax (317) 895-2596 Web www.ucea.com

161ST STREET OVER MONON TRAIL

Figure 5

DATE: 3/04/13

161st Street over Monon Trail - Phase I Project Development Schedule



**161st Street over Monon Trail
Anticipated Invoicing Schedule for Engineering Services**

<u>Service</u>	<u>Invoice Amount</u>	<u>Invoice Date</u>
Survey	\$ 10,000.00	5/15/2013
Design, Plans & Bid Documents	\$ 14,300.00	5/15/2013
Utility Coordination	\$ 5,200.00	5/15/2013
Cemetery Management Plan	\$ 2,600.00	5/15/2013
Design, Plans & Bid Documents	\$ 12,600.00	6/12/2013
Geotechnical Investigation	\$ 9,330.00	6/12/2013
Design, Plans & Bid Documents	\$ 12,600.00	7/10/2013
Cemetery Management Plan	\$ 900.00	7/10/2013
	<u><u> </u></u>	
Total	\$ 67,530.00	

**161st Street over Monon Trail
Anticipated Invoicing Schedule for Construction**

<u>Completion</u>	<u>Invoice Amount</u>	<u>Invoice Date</u>
25% Completion	\$ 38,750.00	7/1/2013
50% Completion	\$ 38,750.00	8/1/2013
75% Completion	\$ 38,750.00	9/1/2013
100% Completion	\$ 38,750.00	10/1/2013
	<u><u> </u></u>	
Total	\$ 155,000.00	

161ST STREET OVER MONON TRAIL PROJECT DEVELOPMENT COST ESTIMATE

Phase I - Preliminary Design Services

Survey	\$10,000 (1)
U.S. Waters Report	Not Anticipated
Regulatory Permits <i>(CIF Permit, In-Kind Replacement)</i>	Not Anticipated
Welland Mitigation Services	Not Anticipated
Asbestos Investigation and Report	Not Anticipated
Hydraulic Analysis	Not Anticipated
Utility Coordination	\$5,200
Preliminary Design	\$14,300
TOTAL PRELIMINARY DESIGN	\$29,500

Phase I - Final Design Services

Geotechnical Investigation	\$9,330 (1)
Final Design, Plans & Contract Documents	\$25,200
Cemetery Management Plan	\$3,500 (1)
TOTAL PRELIMINARY DESIGN	\$38,030

Right-of-Way Engineering (0 Parcels) <i>(Title Work, Plans, Plans & Legals)</i>	Not Anticipated
Right-of-Way Services (0 Parcels) <i>(Appraising, Review Appraisals, Negotiations)</i>	Not Anticipated
Land Cost	Not Anticipated
TOTAL LAND ACQUISITION	\$0

Utility Relocations TBD

Construction Estimate (year 2013)	\$155,000
Construction Inspection	\$13,000
TOTAL CONSTRUCTION	\$168,000

TOTAL PROJECT COST **\$235,530**

(1) Phase I & II Services

Attachment 1

There are no changes at this time.

