



**Mayor**  
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**City Council**

Jim Ake  
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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](http://westfield.in.gov)

TO: Westfield Board of Works and Safety

From: Melody Jones

CC: Todd Burtron

Date: June 21, 2013

RE: Monon Trail Tunnel at 161<sup>st</sup> Street - Phase 1

**Board of Works and Safety**

Westfield Parks and Recreation Department is requesting two separate approvals for the Monon Trail Tunnel project. The first request is approval to enter into a Utility Reimbursement Agreement with Duke Energy not to exceed \$40,053. This relocation is necessary in order to construct Phase 1 of the Monon Tunnel. I also need your authorization to sign the Work Plan from Duke for this relocation. Duke's plan has been reviewed and approved by United Consulting. Both documents are attached. The overhead power lines must be moved and buried in order to construct the infrastructure under 161<sup>st</sup> Street.

In addition, we are requesting approval to enter into a construction contract as a result of the future Request for Proposal for construction for the Monon Trail Tunnel Phase 1, with the qualified contractor who's proposal does not exceed the estimated construction cost of \$158,000. A construction estimate is attached for your information. . Funding for the construction will be park impact fees.

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 161<sup>st</sup> Street including railing. The structure will be constructed under fill to better facilitate future changes to the cross section of 161<sup>st</sup> 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 161<sup>st</sup> Street will be reconstructed within the limits of the excavation and the trail will be restored to its present condition. Coordination with INDOT while 161<sup>st</sup> Street will be closed for the US 31 project will provide at future construction cost savings estimated at about \$500,000.

In order to take advantage of the US31 closure of 161<sup>st</sup> Street, we have a very short window to complete this work. If granted approval to move ahead with the construction contract we plan to return to the BOW to ratify the contract at your next meeting.

The Westfield Parks and Recreation Department will need your signature on the Utility Reimbursement Agreement 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**

# UTILITY REIMBURSEMENT AGREEMENT

## City of Westfield – Monon Tunnel @ 161<sup>st</sup> Street

THIS AGREEMENT, made and effective this 10<sup>th</sup> day of June, 2013, is by and between Duke Energy Indiana, Inc., an Indiana electric public utility corporation (hereinafter referred to as "DEI"), and the City of Westfield, in Indiana (hereinafter referred to as "the Local Government").

### WITNESSETH:

WHEREAS, as an Indiana public utility, DEI has the right under Indiana law to construct, operate and maintain its utility facilities upon Indiana public road right of way and within private utility easements, including but not limited to, the Local Government's Monon Tunnel @ 161<sup>st</sup> Street in Hamilton County, Washington Township, City of Westfield, Indiana; and

WHEREAS, DEI has constructed and now operates and maintains certain electric line facilities upon and/or along 161<sup>st</sup> Street @ Monon Tunnel, Westfield, all of which are more particularly described on the attached Exhibit "A" (hereinafter referred to as "the Utility Facilities"); and

WHEREAS, the Local Government needs to make certain improvements to Monon 161<sup>st</sup> Street @ Monon Tunnel, Westfield, and the Local Government and DEI have determined that the Utility Facilities will need to be relocated before this improvement can be made by the Local Government; and

WHEREAS, the Local Government has acquired or will acquire at the expense of the Local Government, a relocation area on the public road right of way of 161<sup>st</sup> Street @ Monon Tunnel, Westfield for the Utility Facilities, which area DEI has determined is suitable and is hereinafter referred to as "said relocation area"; and

WHEREAS, the Local Government has requested DEI to relocate the Utility Facilities to said relocation area, as described on Exhibit "A;" and

WHEREAS, DEI is willing to relocate the Utility Facilities to said relocation area; provided that the Local Government reimburses DEI for the costs actually incurred by DEI so to do (with preliminary established cost as hereinafter described, being paid to DEI by the Local Government before DEI commences "the Work" as such term is hereinafter defined); and

WHEREAS, the Local Government is willing to reimburse DEI for such costs subject to the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual promises from, to and between DEI and the Local Government, hereinafter contained, DEI and the Local Government do hereby agree to and with each other, as follows:

SECTION I. DEI with its regular construction or maintenance crew and personnel, at its standard schedule of wages and working hours, or by an approved contractor, will relocate the Utility Facilities to said relocation area, as described on Exhibit "A" (hereinafter referred to as "the Work"). The preliminary estimated cost thereof is \$40,052.01 as shown on the attached Exhibit "B".

SECTION II. The Local Government shall reimburse DEI for said actual costs incurred by DEI to perform the work within thirty (30) days after receiving a written, itemized statement from DEI. Statement shall include supporting documentation to substantiate claim. Such supporting documentation shall include, but shall not be limited to, copies of material invoices, time sheets, vendor and/or contractor invoices and other such documents as may be deemed necessary by the Local Government to support such invoice. DEI shall have the right to submit such statements for progress payments as the Work proceeds. When the work is completed, the actual costs incurred by DEI to perform the Work are less than said preliminary estimated cost, DEI shall remit the difference to the Local Government.

SECTION III. DEI shall not start the Work until the following has occurred:

- (a) written notice has been given to DEI by the Local Government that the Work has been authorized and funds are available to reimburse DEI,
- (b) the Local Government has denoted the public road right-of-way line by staked survey at not more than 100 foot intervals with station markings,
- (c) the Local Government has trimmed/removed all vegetation away from the public road right-of-way as reasonably determined by DEI for the entire length of the project, (d) the Local Government and DEI have executed this agreement and the Local Government has paid DEI the aforestated preliminary estimated cost of **\$40,052.01**. Delivery of said written notice by the Local Government to DEI shall also constitute the Local Government's affirmation that any necessary public road right-of-way area has been arranged for the relocation area and the Work, and
- (e) written notice has been given to DEI by the Local Government that it has acquired the necessary public road right-of-way area for the relocation area and the Work.

SECTION IV. The Local Government shall also reimburse DEI for any costs actually incurred by DEI in the future in the event the Utility Facilities need to be adjusted, removed, supported, altered, and/or relocated at any time or times (a) for another Local Government highway improvement project and/or (b) for any other project of the Local Government or other governmental entity.

SECTION V. DEI, and its contractor and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to her/his hire, tenure, terms, conditions or Privileges of employment or any matter directly or indirectly related to employment because of her / his race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

SECTION VI. DEI shall indemnify and hold harmless the Local Government from and against any and all legal liabilities and other expenses, claims, costs, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property arising out of the Work (hereafter "Claim"); provided, however, that where the Local Government is negligent or engages in intentional misconduct with respect to the occurrence or occurrences giving rise to the Claim, DEI shall have no duty to indemnify and hold harmless the Local Government.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by through their duly authorized representatives, effective the date first above written.

**DUKE ENERGY INDIANA, INC.**

  
\_\_\_\_\_  
(Signature)

Timothy P. Umbaugh  
\_\_\_\_\_  
( Name, Printed or Typed)

Supervisor, Distribution Design  
\_\_\_\_\_  
( Position)

**City of Westfield**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
-Treasurer



## Relocation Work Plan

Date: **June 25, 2013**

Subject: **City of Westfield – Monon Tunnel @ 161<sup>st</sup> Street (REVISED-2)**

### Section 1. General Information

#### A. Project Information

- (1) Des No: **N/A**
- (2) Route Number: **161<sup>st</sup> Street**
- (3) Location: **161<sup>st</sup> Street & Monon Tunnel**
- (4) Work Type: **Pedestrian Tunnel under 161<sup>st</sup> Street**
- (5) Date work plan needed: **June 21, 2013**

#### B. Utility Designated Contact - Information

- (1) Person name: **Cindy Rowland**
- (2) Office telephone: **317-776-5341**
- (3) Mobile telephone: **317-431-4762**
- (4) Email address: **cindy.rowland@duke-energy.com**
- (5) Agency Name: **Duke Energy**
- (6) Address 2: **100 S. Mill Creek Road**
- (7) State, City, Zip Code: **Noblesville, IN 46062**
- (8) Construction Emergency Contact:  
Name: **Cindy Rowland**  
Cell Phone: **317-431-4762**

#### C. Utility Coordinator Contact - Information

- (1) Person name: **Brian Frederick**
- (2) Office telephone: **317-895-2585**
- (3) Mobile telephone: **N/A**
- (4) Email address: **brianf@ucindy.com**
- (5) Agency Name: **United Consulting**
- (6) Address: **1625 N. Post Road**
- (7) State, City, Zip Code: **Indianapolis, IN 46219**

Section 2. A narrative description of the facility relocation that will be required. [IAC 13-3-3(c)].

(A) Describe what types of existing facilities are present.

**There is a 1-phase OH pole line along the north side of 161<sup>st</sup> Street along the existing road ROW. There is an existing 1-phase UG cable running along the west side of Monon Trail, north of 161<sup>st</sup> Street. There is also an existing OH secondary line feeding north along the east side of the Monon Trail. Please see drawings from United Consulting dated 5/28/13 or Duke Energy's drawings dated 6/5/13.**

(B) Describe location of existing facilities.

**There is a 1-phase OH pole line along the north side of 161<sup>st</sup> Street along the existing road ROW. There is an existing 1-phase UG cable running along the west side of Monon Trail, north of 161<sup>st</sup> Street. There is also an existing OH secondary line feeding north along the east side of the Monon Trail. Please see drawings from United Consulting dated 5/28/13 or Duke Energy's drawings dated 6/5/13.**

(C) Describe what will be done with existing facilities.

**The existing 1-phase OH pole line will be removed and an UG cable be installed along the existing road ROW. The City of Westfield will be paying to bury the cable and convert the existing equipment. Duke Energy will install the new UG cable in between 2 future bridge pilings at approximately STA 92+30. Our proposed cable will also be approximately 21' deep from existing elevation or installed at elevation 864. Please see Duke Energy's drawings dated 6/5/13. The existing poles on either side of the Monon Trail will not be relocated, along with neither of the facilities on these 2 structures. Only the OH wire will be removed and an UG cable will be installed instead.**

**A drawing of sufficient detail with station, offset, elevations (if necessary), and scale to show the proposed location of the facility relocation, which takes precedence over the narrative description of the work.**

(D) Describe what types of new facilities will be installed.

**The existing 1-phase OH pole line will be removed and an UG cable be installed along the existing road ROW. The City of Westfield will be paying to bury the cable and convert the existing equipment. Duke Energy will install the new UG cable in between 2 future bridge pilings at approximately STA 92+30. Our proposed cable will also be approximately 21' deep from existing elevation or installed at elevation 864. Please see Duke Energy's drawings dated 6/5/13. The existing poles on either side of the Monon Trail will not be relocated, along with neither of the facilities on these 2 structures.**

(E) Describe location of new facilities.

**The existing 1-phase OH pole line will be removed and an UG cable be installed along the existing road ROW. The City of Westfield will be paying to bury the cable and convert the existing equipment. Duke Energy will install the new UG cable in between 2 future bridge pilings at approximately STA 92+30. Our proposed cable will also be approximately 21' deep from existing elevation or installed at elevation 864. Please see Duke Energy's drawings dated 6/5/13. The existing poles on either side of the Monon Trail will not be relocated, along with neither of the facilities on these 2 structures.**

Section 3. A statement whether the facility relocation is or is not dependant on work to be done by another utility with a description of that work. [IAC 13-3-3(c)(2)(A)(i)]

**Duke Energy's work is not dependent on another utility. Duke Energy will need staking with elevations completed prior to installation of the new facilities.**

The removal of Duke Energy's pole(s) is dependent upon the removal of attachers to our poles. The attachers must remove their facilities before the existing poles can be removed. The existing attachers to our poles on this project are:

1.) Attacher #1            N/A

If the existing attacher is transferring their facilities to our new poles, the existing attacher's construction schedule may begin only after Duke Energy's relocation construction is completed. Duke Energy has no control over the start date or finish date for attachers vacating our existing poles.

Section 4. A statement whether the facility relocation is or is not dependent on work to be done by the CITY OF WESTFIELD or contractor with a description of that work. [IAC 13-3-3(c)(2)(A)(ii)]

(A) CITY OF WESTFIELD will give written notice to Duke Energy that all "possessory rights" have been acquired for the entire length of the approved work plan area before relocation construction begins. NOT APPLICABLE.

(B) CITY OF WESTFIELD will work closely with Duke Energy to safely clear all trees, shrubs and structures, at the CITY OF WESTFIELD's cost, for the entire length of the approved relocation plan area, including areas sufficiently beyond the construction limits to accommodate the approved relocation work plan before relocation construction begins. NOT APPLICABLE.

(C) CITY OF WESTFIELD will notify Duke Energy after staking (1 or 2):

1. CITY OF WESTFIELD ROW limits every 200 ft with station identification before relocation construction begins. NOT APPLICABLE.
2. Station and offset identification provided by Duke Energy for each Duke Energy facility before location construction begins. DUKE ENERGY WILL NEED THE BORE LOCATION MARKED WITH EXISTING AND REQUIRED ELEVATIONS FOR THE CROSSING.

(D) CITY OF WESTFIELD will provide signed copies of all reimbursement agreements before relocation construction begins.

(E) CITY OF WESTFIELD will provide Duke Energy a "Signed" work plan on or before as the ready for contracts date.

(F) CITY OF WESTFIELD will provide Duke Energy a "Letter to Proceed" on or before the ready for contracts date but no event later than the required pre-construction lead time prescribed in Section 7G.

*In the event that Duke Energy Indiana decides to hold, protect or guard its installed facilities before, after or during relocation construction, for the safe installation of another facility or utility, Duke Energy Indiana will notify the CITY OF WESTFIELD immediately. Because time is of the essence, the CITY OF WESTFIELD and Duke Energy Indiana agree to work together to minimize costs and delays for all parties involved, and Duke Energy Indiana agrees to not proceed until an agreement is reached with the CITY OF WESTFIELD regarding reimbursement of Duke Energy Indiana's costs for holding protecting or guarding its facilities.*

Section 5. A statement whether the facility relocation is or is not dependent on the acquisition of additional right-of-way with a description of that work. [IAC 13-3-3(c)(2)(B)]

- (A) **Duke Energy must have acquired all ROW, RR, State or Federal permits before relocation construction begins.**
- (B) **Duke Energy must have acquired all private “possessory rights” needed for the approved relocation plan before relocation construction begins.**

Section 6. A statement whether the utility is or is not willing to allow the **CITY OF WESTFIELD’S** contractor to do the required work as part of the highway contract. [IAC 13-3-3(c)(3)]

**Duke Energy Indiana is not willing to have a CITY OF WESTFIELD’s contractor perform the required relocation.**

Section 7. Scheduling Information. [IAC 13-3-3(c)(4) and IAC 13-3-3(c)(5)]

(A) The earliest date when the utility could begin to implement the work plan:

**Absent an agreement expediting the work between CITY OF WESTFIELD and the utility, the earliest date when the utility could begin construction.**

- 1.) **If the CITY OF WESTFIELD ROW staking and clearing is contained in the CITY OF WESTFIELD’s construction contract, Duke Energy Indiana will begin construction 45 days after the actual letting date of the construction project. NO CLEARING OR STAKING OF THE ROW WILL BE REQUIRED.**
- 2.) **If the CITY OF WESTFIELD ROW staking and clearing is let as a separate contract, Duke Energy Indiana will begin construction up to 30 days after the actual letting date of the staking and clearing contract provided that the separate contract for staking and clearing was published on the 18 month letting listing at the same time the contract for construction was published. NO CLEARING OR STAKING OF THE ROW WILL BE REQUIRED.**
- 3.) **If at any time within 120 days from the most current published letting date, the CITY OF WESTFIELD changes the letting date by more than fourteen (14) days, Duke Energy Indiana reserves the right upon written notice sent by mail to the CITY OF WESTFIELD, to provide to the CITY OF WESTFIELD a revised work plan within 60 days from the date Duke Energy Indiana is notified of the change.**

- (B) The number of calendar days to complete the required work: **30 days.**
- (C) The expected lead time in calendar days to obtain required permits: **0 days.**
- (D) The expected lead time in calendar days to obtain materials: **30 days.**
- (E) The expected lead time in calendar days to schedule work crews: **30 days.**
- (F) The expected lead time in calendar days to obtain the necessary additional right-of-way: **N/A.**
- (G) Required pre-construction lead time : **30 days.**

Section 8. A drawing of sufficient detail and scale to show the proposed location of the facility relocation. [IAC 13-3-3(c)(6)]

**See Attachment A.**

Section 9. For work the utility is entitled to be compensated by the **CITY OF WESTFIELD**, the work plan shall include a cost estimate for the facility relocation including credits for betterment. [IAC 13-3-3(d)]

**See Attachment B.**

Section 10. For work the utility is entitled to be compensated by the **CITY OF WESTFIELD**, the work plan shall include documentation of easements and compensable land rights. [IAC 13-3-3(d)]

**Not Applicable.**

Submitter Name Signed: *Cindy Rowland*

Submitter Name Printed: **Cindy Rowland**

Submitted Date: **June 25, 2013**

The following sections to be used by the **CITY OF WESTFIELD**'s personnel for the review of the utility relocation work plan.

Section 11. The **CITY OF WESTFIELD** shall review the work plan to ensure that it: [IAC 13-3-3(e)]

- (1.a) is compatible with the CITY OF WESTFIELD permit requirements.  Yes  No Init.: *MRL*
- (1.b) is compatible with the project plans.  Yes  No Init.: *MRL*
- (1.c) is compatible with the construction schedule.  Yes  No Init.: *MRL*
- (1.d) is compatible with other utility relocation work plans.  Yes  No Init.: *MRL*
- (2.a) has a reasonable relocation scheme.  Yes  No Init.: *MRL*
- (2.b) has a reasonable cost for compensable work.  Yes  No Init.: *MRL*

Reviewer Name Signed: 

Reviewer Name Printed: *Matthew R. Lee, P.E.*

Reviewed Date: *6/25/13*

Section 12. Approved Work Plan. [IAC 13-3-3(f)]

I have reviewed the work plan and found it acceptable.

Project Manager Named Signed:

Project Manager Name Printed

Project Manager Date:

**PRICING REPORT**Date: 06/21/2013  
Time: 02:34:06Project: **161st over Monon Trail**  
Location:  
County: **HAMILTON**  
District: **Greenfield**Project ID: **13-207**  
Bid Date: / / State: **IN**  
Route:

Pay Item	Description	Quantity Unit	Bid Price	Extension	Alt
105-06845	construction engineering	1.000 L.S.	3,000.00	3,000.00	
110-01001	mobilization and demobilization	1.000 L.S.	6,000.00	6,000.00	
201-52370	clearing right of way	1.000 L.S.	3,000.00	3,000.00	
203-02000	excavation, common	243.400 C.Y.	10.00	2,434.00	
205-06937	temporary silt fence	347.000 L.F.	2.00	694.00	
211-09264	structural backfill, type 1	4.000 C.Y.	21.00	84.00	
213-09270	flowable backfill, removable	99.300 C.Y.	103.00	10,227.90	
301-07448	compacted aggregate, no. 53, base	36.800 TON	20.00	736.00	
303-01180	compacted aggregate, no. 53	70.200 TON	20.00	1,404.00	
306-08033	milling, asphalt, 1 in	42.900 SYS	1.00	42.90	
402-07433	hma surface, type b	8.400 TON	105.00	882.00	
402-07438	hma intermediate, type b	12.100 TON	90.00	1,089.00	
402-07441	hma base, type b	24.300 TON	80.00	1,944.00	
615-06500	monument, a {harrison monument}	1.000 EACH	700.00	700.00	
621-01004	mobilization and demobilization for seeding	1.000 EACH	500.00	500.00	
621-06560	mulched seeding, u	580.100 SYS	1.00	580.10	
701-09779	prebored hole, 15"	210.000 L.F.	55.00	11,550.00	
701-51195	pile, steel h, hp 12 in x 53	511.000 L.F.	50.00	25,550.00	
702-92857	concrete, c, substructure	24.800 C.Y.	700.00	17,360.00	
703-06029	reinforcing bars, epoxy coated	15,092.000 LBS	1.05	15,846.60	
704-51002	concrete, c, superstructure	41.200 C.Y.	700.00	28,840.00	
715-05148	pipe, type 2 circular 10 in	18.000 L.F.	46.00	828.00	
801-04308	road closure sign assembly	8.000 EACH	320.00	2,560.00	
801-06625	detour route marker assembly	16.000 EACH	100.00	1,600.00	
801-06640	construction sign, a	4.000 EACH	150.00	600.00	
801-06775	maintaining traffic	1.000 L.S.	5,000.00	5,000.00	
801-07118	barricade, iii-a	72.000 L.F.	11.00	792.00	
801-07119	barricade, iii-b	48.000 L.F.	15.00	720.00	
801-08401	temporary traffic barrier, type 2	40.000 L.F.	25.00	1,000.00	
807-03594	relocate existing light {pedestrian signal, remove and reset}	1.000 EACH	10,000.00	10,000.00	
808-03439	transverse marking thermoplastic crosswalk, white 24"	70.000 L.F.	6.00	420.00	
808-06703	line, thermoplastic, solid, white, 4 in.	90.000 L.F.	0.50	45.00	
808-75245	line, thermoplastic, solid, yellow, 4 in	90.000 L.F.	0.50	45.00	

**TOTALS****156,074.50**