



CITY OF WESTFIELD, IN
Board of Public Works Meeting Agenda_06_23_2021

Wednesday, June 23, 2021 at 01:00 PM

BOARD OR COMMISSION: Board of Public Works and Safety

MEETING DATE: Wednesday, June 23, 2021 at 01:00 PM

MEETING PLACE: Westfield Public Works- Large Conference Room

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

AGENDA ITEMS

Meeting Minutes Consideration for Approval

Action Item #1:

Approval of Minutes - May 26, 2021

Documents: [Minutes - May 26, 2021](#)

Bid Approval

NONE

Construction Standards & Specifications Changes

NONE

Change Orders

NONE

Contracts/Agreements

Action Item #2:

169th Street and Springmill Road Roundabout – Part-time Inspection Contract

Documents: [Inspection Contract](#)

Action Item #3:

Carey Road – Midland Trace Trail Ped Refuge – Part-time Inspection Contract

Documents: [Inspection Contract - Midland Trace Trail Ped Refuge](#)

Action Item #4:

American StructurePoint SR 32 Professional Services Supplemental #1

Documents: [Supplemental #1 Memo](#) | [Amendment #1](#)

Action Item #5:

161st Street Drainage Easement – Signing Authority

Documents: [Signing Authority - 161st Street Drainage Easement](#)

Action Item #6:

Chatham Multifamily Road Impact Fee Payment Agreement – Signing Authority

Documents: [Signing Authority - Chatham Multifamily RIF Payment Agreement](#)

Proposal

Action Item #7:

Public Safety Building Project Price Proposals, Review Summary, Award Proposal

Documents: [Station #81 - Procurement Process Summary](#) | [Station #81 - Qualitative Proposal Composite Score](#)

Permit Approval

Action Item #8:

Encroachment Application - Duke Energy – 211 College Avenue

Documents: [Encroachment Application](#)

Action Item #9:

Encroachment Application - Duke Energy – 1707 E. 161st Street at E. 161st Street & Union Street Roundabout

Documents: [Encroachment Application](#)

Agreements and/or Memorandum of Understanding (MOU)

Resolution 21-122 : Opting Out of Opioids Settlement Pursuant to Indiana Code 4-6-15-2

Documents: [Resolution 21-122](#) | [Certification Clause](#) | [Opt Out Notice](#)

Consent Agenda

June Bond List

Documents: [June Bond Information](#)

Department Reports

Fire

Police

Documents: [WPD - May Report](#)

Public Works



Public Works

Jeremy Lollar, Director
John Nail, City Engineer
Travis Stetnish, Streets
Chris McConnell, Parks & Trails

Board of Works

Andy Cook
Randy Graham
Jim Ake

Clerk Treasurer

Cindy J. Gossard

Public Works Department

(317) 804-3100 office
(317) 804-3181 fax

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

To: Westfield Board of Public Works & Safety

Date: June 23, 2021

Re: Action Item - Signing Authority
161st Street Drainage Easement

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider granting Johnathon Nail, City Engineer, signing authority to accept a drainage easement in favor of the City of Westfield located along the north side of 161st Street between Oak Road and Carey Road. The drainage easement is related to the 161st Street Drainage Improvement Project and is at no cost to the City of Westfield.

Jim Ake

Randy Graham

Andy Cook



Public Works

Jeremy Lollar, Director
John Nail, City Engineer
Travis Stetnish, Streets
Chris McConnell, Parks & Trails

Board of Works

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To: Westfield Board of Public Works & Safety

Date: June 23, 2021

Re: Action Item - Signing Authority

Road Impact Fee Payment Agreement – Chatham Multifamily

The City of Westfield Public Works Department is requesting that the Board of Public Works and Safety consider granting Johnathon Nail, City Engineer, signing authority to accept a Road Impact Fee Payment Agreement for the Chatham Village Multifamily project located at the intersection of 196th Street and future Chad Hittle Drive. The terms of the RIF Payment Agreement will include a five year payment period and a 3% interest rate per City of Westfield's historical terms for such agreements.

Jim Ake

Randy Graham

Andy Cook

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 **\$100.00** _____
Fee Waived _____

Application Date: 06/02/2021 Estimated Completion Date: _____
Work Address: 211 COLLEGE AVE WESTFIELD Subdivision: _____

Name of Contractor/Utility: DUKE ENERGY

Address: 100 S MILL CREEK RD
City: NOBLESVILLE State: IN Zip: 46062
Phone: 317-776-5344 Fax: _____
Email: KATHY.DAVIS@DUKE-ENERGY.COM

Name of Sub-Contractor: _____

Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Email: _____

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

TYPE: ☐ Cut ☐ Bore ☐ Trench ☐ Other ☐ New Construction ☒ Existing Construction
☐ Water ☐ Gas ☐ Electric ☐ Phone ☐ CATV ☐ Sewer ☐ Irrigation

Please describe proposed work: RELOCATE POLE TO ACCOMADATE NEW PARKING LOT

**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: 20' Length: 200' # of Lanes: 1 # of Lanes to be Closed: 1 # of Hours Closed: 8

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: Kathy Davis

Title: EDA

Printed Name: Kathy Davis

Date: 06/02/21

Company Name: Duke Energy

Phone Number: 317-776-5344

For Office Use Only:

Traffic Control Personnel: YES NO Uniform Police: YES NO Number of Personnel Necessary: 1-2

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

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

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

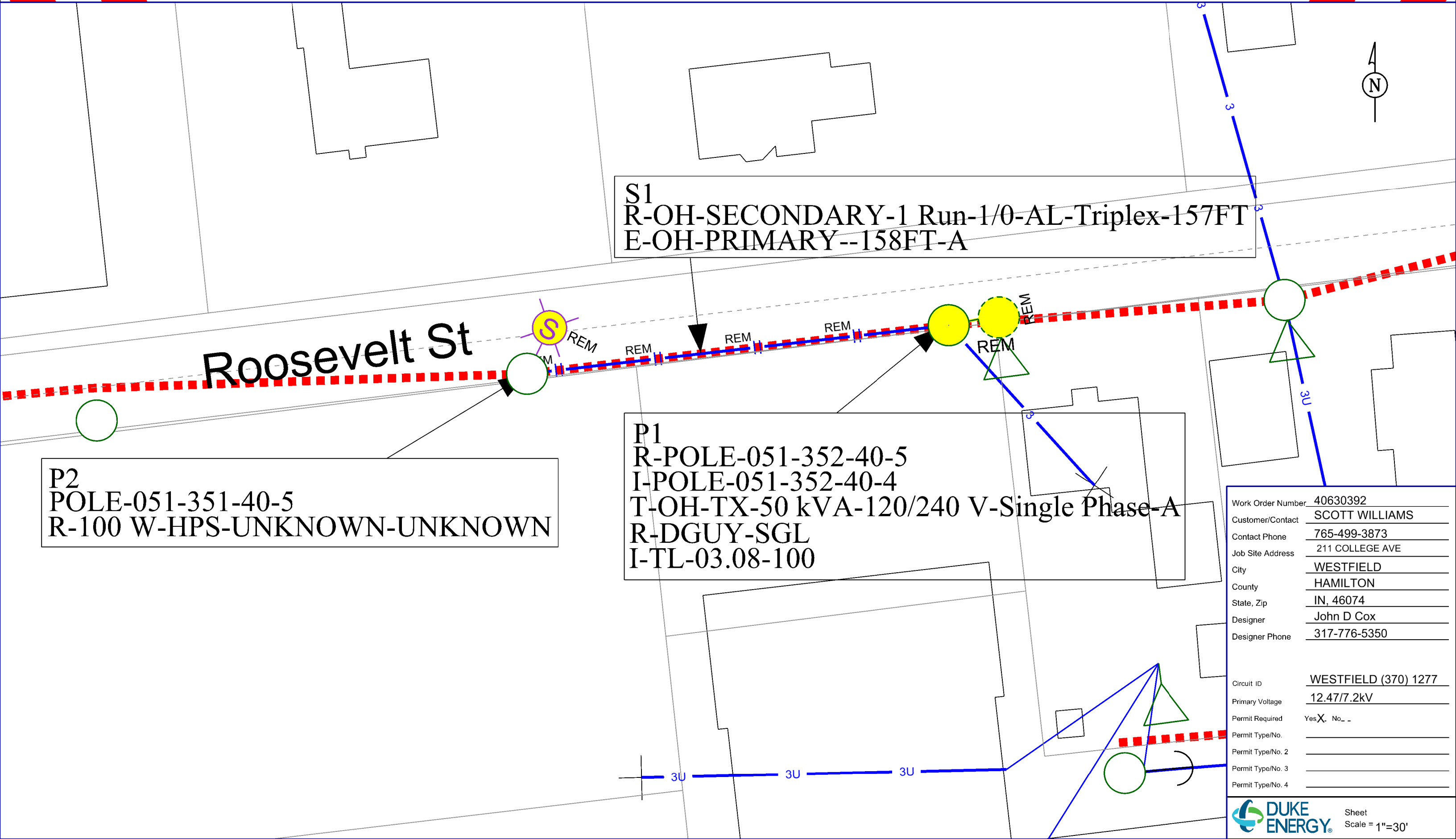
Permittee must be prepared to flag traffic if work operations create obstruction within the street. Any excavations within 5 feet of the street must be backfilled with non-removable flowable concrete backfill per INDOT specs.

Director/or his representative

Rene Nunez
Project Manager/when applicable

6/02/2021
Date Approved

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



Work Order Number	40630392
Customer/Contact	SCOTT WILLIAMS
Contact Phone	765-499-3873
Job Site Address	211 COLLEGE AVE
City	WESTFIELD
County	HAMILTON
State, Zip	IN, 46074
Designer	John D Cox
Designer Phone	317-776-5350
Circuit ID	WESTFIELD (370) 1277
Primary Voltage	12.47/7.2kV
Permit Required	Yes ☒ No ☐
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	

ENCROACHMENT PERMIT APPLICATION

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- 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.
- You may pay by credit card or check. If you wish to pay by credit card, please call (317) 804-3150; there is a 3% fee to pay by credit card. If you prefer to pay with a check, please make the check payable to: City of Westfield, and send to the City Services Center at 2728 East 171st Street, Westfield, IN 46074.

For Office Use Only

Permit Number _____
Expires _____
Permit Fee _____
Fee Waived _____

Application Date: 6/11/2021 Estimated Completion Date: 12/31/2021
Work Address: 1707 E 161ST ST @ E 161ST ST & UNION ST ROUNDABOUT Subdivision: _____

Name of Contractor/Utility: Duke Energy
Address: 1000 E Main St
City: Plainfield State: IN Zip: 46168
Phone: 317-804-3883 Fax: _____
Email: peter.tsa@duke-energy.com

Name of Sub-Contractor: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Email: _____

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

TYPE: ☐ Cut ☒ Bore ☐ Trench ☒ Other ☒ New Construction ☐ Existing Construction
☐ Water ☐ Gas ☒ Electric ☐ Phone ☐ CATV ☐ Sewer ☐ Irrigation

Please describe proposed work: Relocation for existing poles and line for DES 1700729 City's roundabout constuction.

**Please contact Austin Foley at 317-753-9712 twenty-four 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

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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.
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11. Upon completion/acceptance by Director or his representative as builds must be provided (print and CD form) within 30 days of completion.

Signature of Applicant: Peter Tsa

Title: Engineering Tech II

Printed Name: Peter Tsa

Date: 6/11/2021

Company Name: Duke Energy

Phone Number: 317-804-3883

For Office Use Only:

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

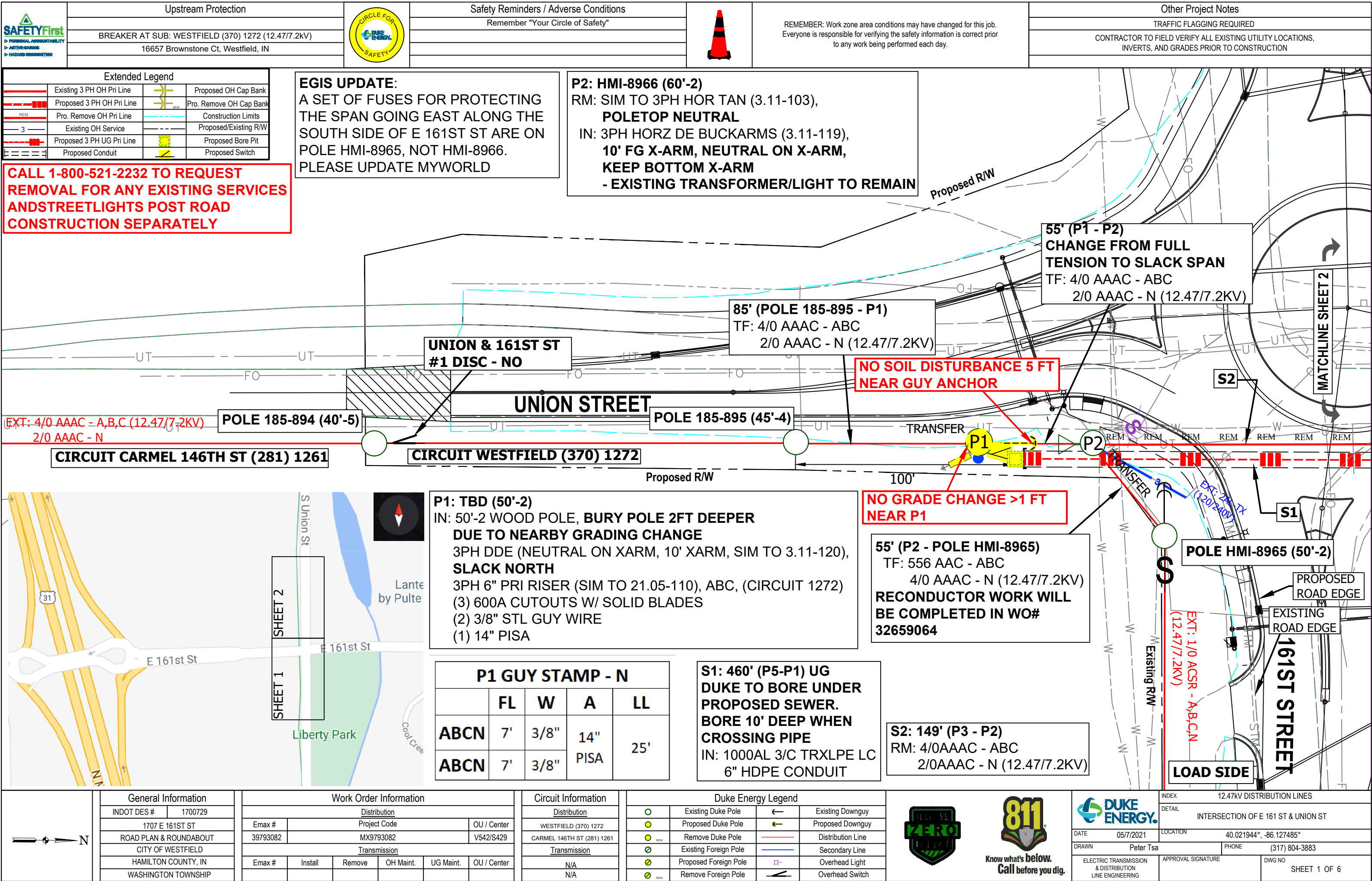
Steel Plates or other authorized substitute to be used? ☐ YES ☐ NO (If yes, refer to #4 above)

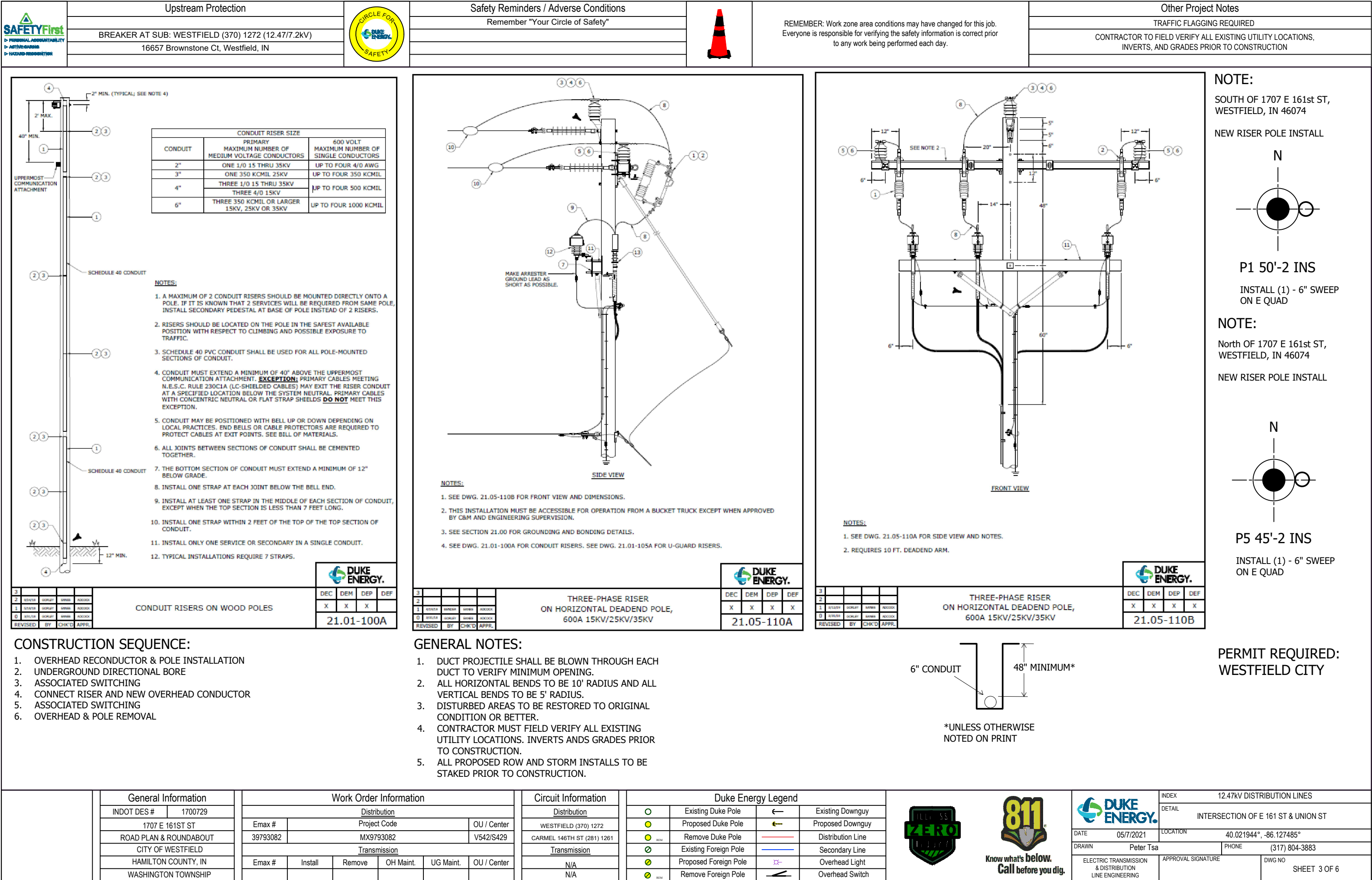
Type of materials and methods used to close or repair open cuts shall conform to Attachment A.
If another method has been pre-approved, please list below:

Director/or his representative

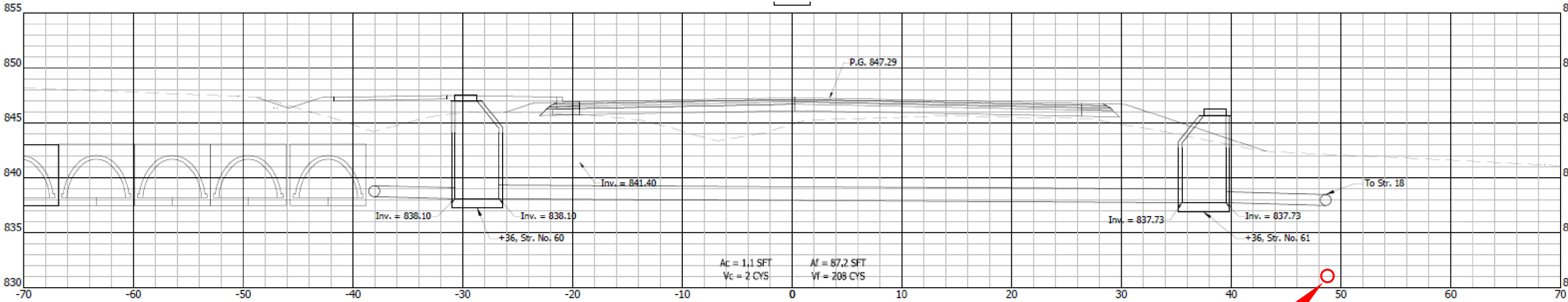
Project Manager/when applicable

Date Approved





CROSS SECTION AT STATION 17+50 PR-A (04)



Approximate location
Proposed Duke Conduit
At Sation 17+40
10' Min. Depth

Westfield Police Department

Monthly Performance Measures Report



Board of Public Works & Safety

May 2021

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Top Accident Locations	5
Total Accidents by Primary Cause	6
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Westfield Police Department

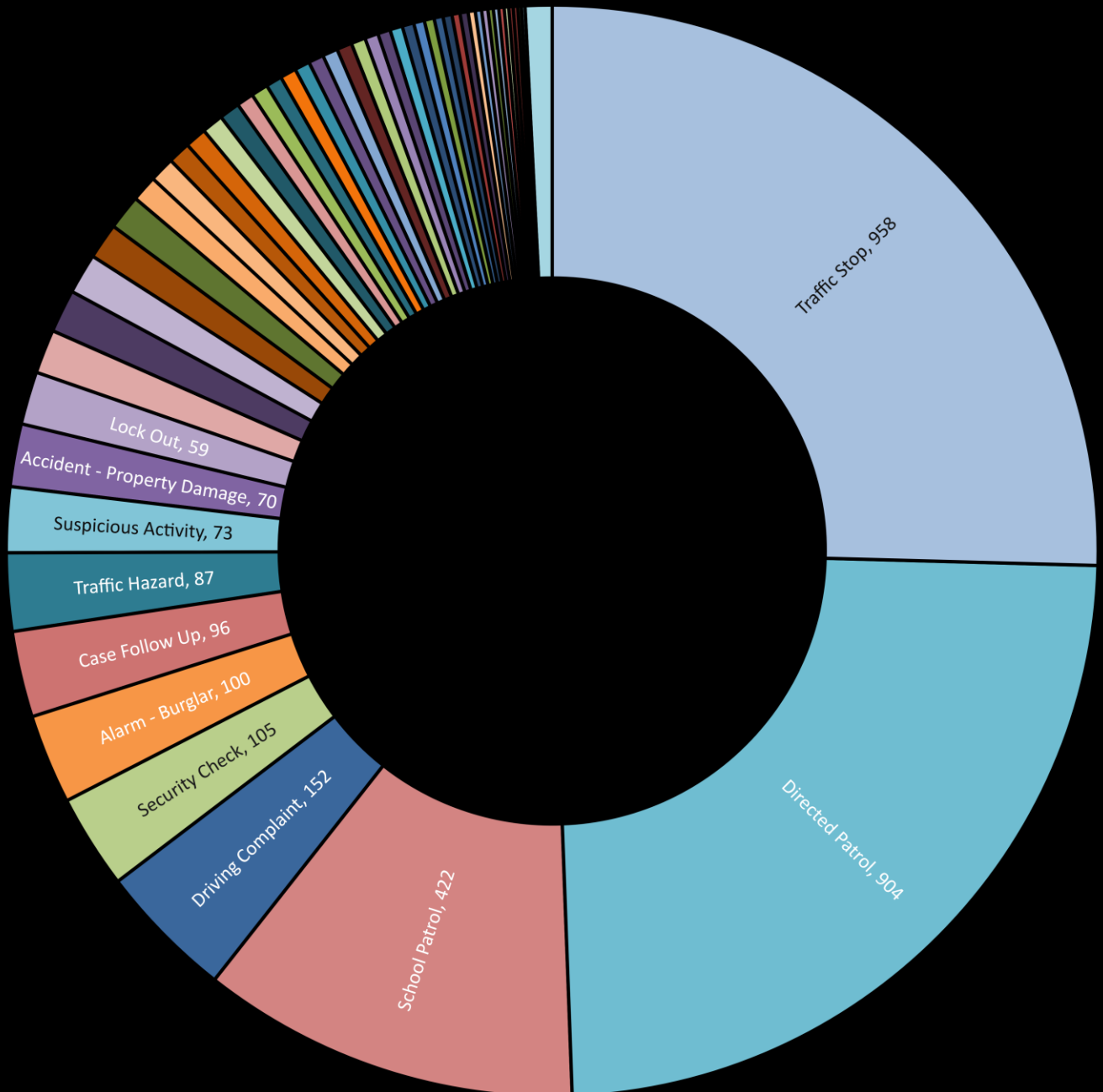
May 2021

Events by Nature

Incident Type	Count	Incident Type	Count2
911 Hang Up	12	Juvenile Complaint	24
Abandoned Vehicle	6	K9 Detail	0
Abandonment	0	Kidnapping	0
Abuse / Neglect	3	Lock Out	59
Accident - Hit & Run PD	19	Loud Party	4
Accident - Hit & Run PI	0	Mental Emotional - Violent	8
Accident - Other	0	Mental Person	10
Accident - Property Damage	70	Miscellaneous	17
Accident - Personal Injury	14	Missing Person	4
Accident - Sinking Vehicle	0	Missing Person - PLS	0
Accident - Unknown	1	New Call	0
Accelerator Stuck	0	Nuisance	9
Active Assailant	0	Ordinance Misc.	23
Alarm - Other	0	Parking Complaint	40
Alarm - Vehicle	1	Physical Disturbance	17
Alarm - Burglar	100	Product Contamination	0
Alarm - Hold Up	13	Reckless Activity	1
Animal Bite / Attack	5	Road Rage	3
Animal Complaint	39	Robbery	0
Assist Fire	48	Runaway	3
Assist Other Department	18	School Patrol	422
Assist Public	25	Security Check	105
Battery	7	Sex Offense	3
Bomb Device Found	0	Shooting	0
Bomb Threat	0	Solicitor	7
Burglary	2	Special Detail	1
Carjacking	0	Stabbing	0
Case Follow Up	96	Suicide	1
Child Seat Inspection	0	Suspicious Activity	73
Civil Dispute	16	Suspicious Package	0
Criminal Mischief	15	Test	1
Damage to Property	0	Theft	28
Death Investigation	0	Theft - From a Vehicle	10
Directed Patrol	904	Theft - of a Vehicle	1
Disturbance	29	Threat to Life	5
Driving Complaint	152	Threatening Suicide	6
Drug Complaint	9	Tow Release	14
Drug Lab	1	Traffic Hazard	87
Escort	11	Transport	2
Fight	0	Trespassing	24
Firearms Shots Fired	1	Traffic Stop	958
Found / Lost Property	17	Unknown Call for Police	0
Found Person	1	VIN Check	49
Fraud Prescription	1	Wanted	3
Fraud / Deception	17	Warrant Service	5
Harassment	18	Weapons Complaint	0
Intoxicated Person	6	Welfare Check	45
Investigation	19	Total	3768

Westfield Police Department
May 2021

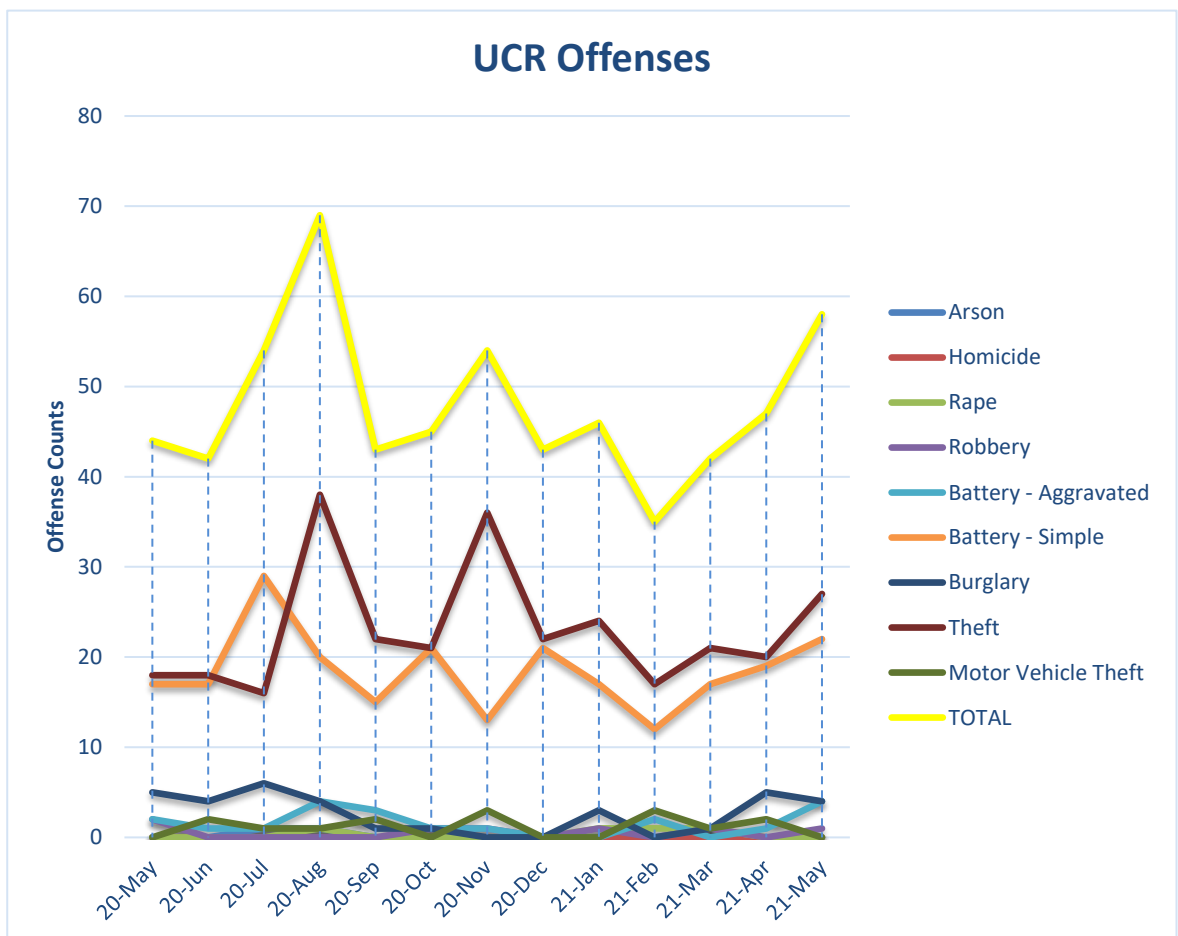
Monthly Events by Incident Type
May 2021



Westfield Police Department
May 2021

UCR OFFENSES

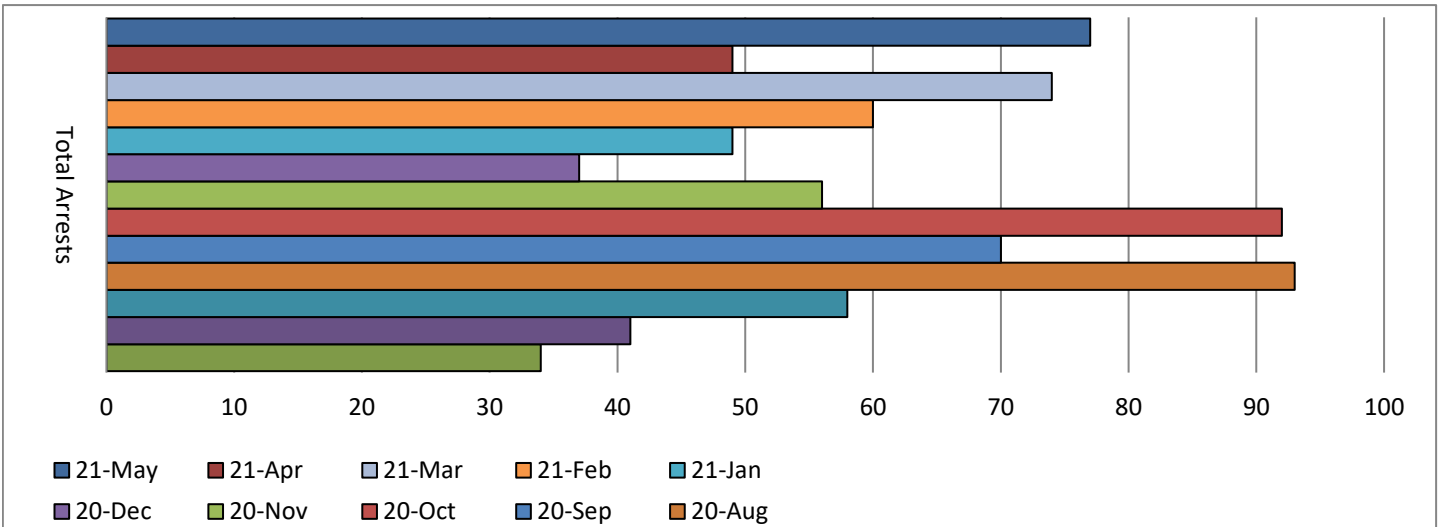
OFFENSE	20-May	20-Jun	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec	21-Jan	21-Feb	21-Mar	21-Apr	21-May
Arson	0	0	1	1	0	0	0	0	0	0	0	0	0
Homicide	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	0	0	1	0	0	0	0	1	1	1	0	0
Robbery	2	0	0	0	0	1	1	0	1	0	1	0	1
Battery - Aggravated	2	1	1	4	3	1	1	0	0	2	0	1	4
Battery - Simple	17	17	29	20	15	21	13	21	17	12	17	19	22
Burglary	5	4	6	4	1	1	0	0	3	0	1	5	4
Theft	18	18	16	38	22	21	36	22	24	17	21	20	27
Motor Vehicle Theft	0	2	1	1	2	0	3	0	0	3	1	2	0
TOTAL	44	42	54	69	43	45	54	43	46	35	42	47	58



Westfield Police Department

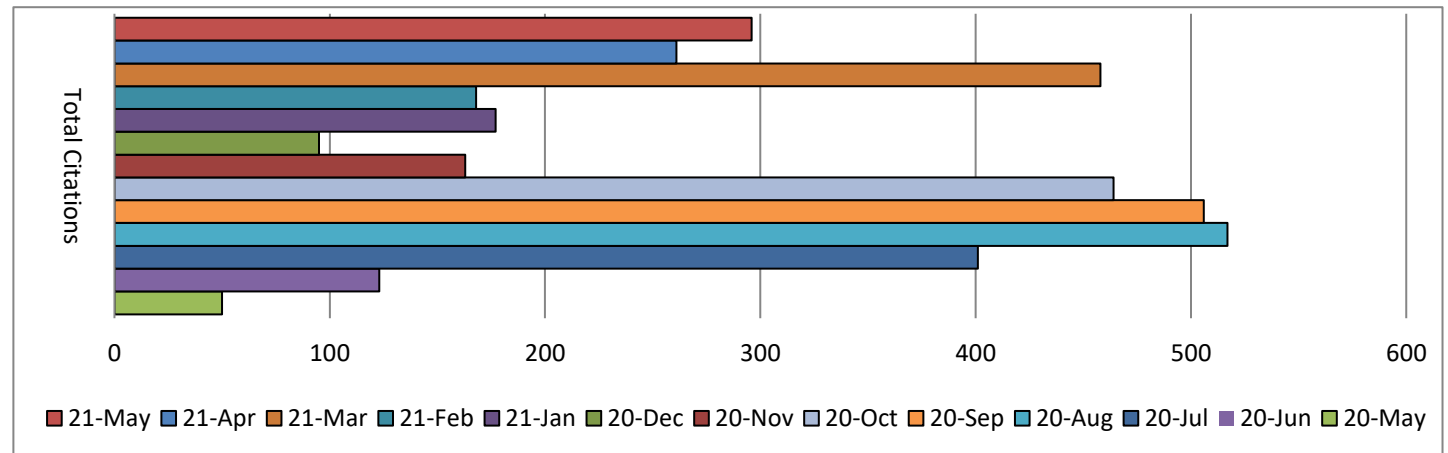
May 2021

Arrest Reports Taken	20-May	20-Jun	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec	21-Jan	21-Feb	21-Mar	21-Apr	21-May
Alcohol/ Drug Related	8	18	20	25	17	34	18	18	26	26	34	13	31
Felony Charges	13	23	36	34	41	36	22	19	29	44	35	63	35
Misdemeanor Charges	35	79	78	99	67	104	48	41	71	75	124	85	88
Total Arrests	34	41	58	93	70	92	56	37	49	60	74	49	77



Traffic	20-May	20-Jun	20-Jul	20-Aug	20-Sep	20-Oct	20-Nov	20-Dec	21-Jan	21-Feb	21-Mar	21-Apr	21-May
Total Citations	50	123	401	517	506	464	163	95	177	168	458	261	296
Total Written Warning	143	350	768	961	1224	1092	426	193	558	604	1184	1118	1048
Total Traffic Accidents	39	58	50	48	49	58	48	65	45	53	49	52	66
Property Damage	36	55	46	40	44	47	43	56	40	49	45	47	56
Personal Injury	3	3	4	8	5	11	5	9	5	4	4	5	10
Fatality	0	0	0	0	0	0	0	0	0	0	0	0	0
Hit and Run*	3	8	6	8	4	3	8	7	5	4	10	6	9

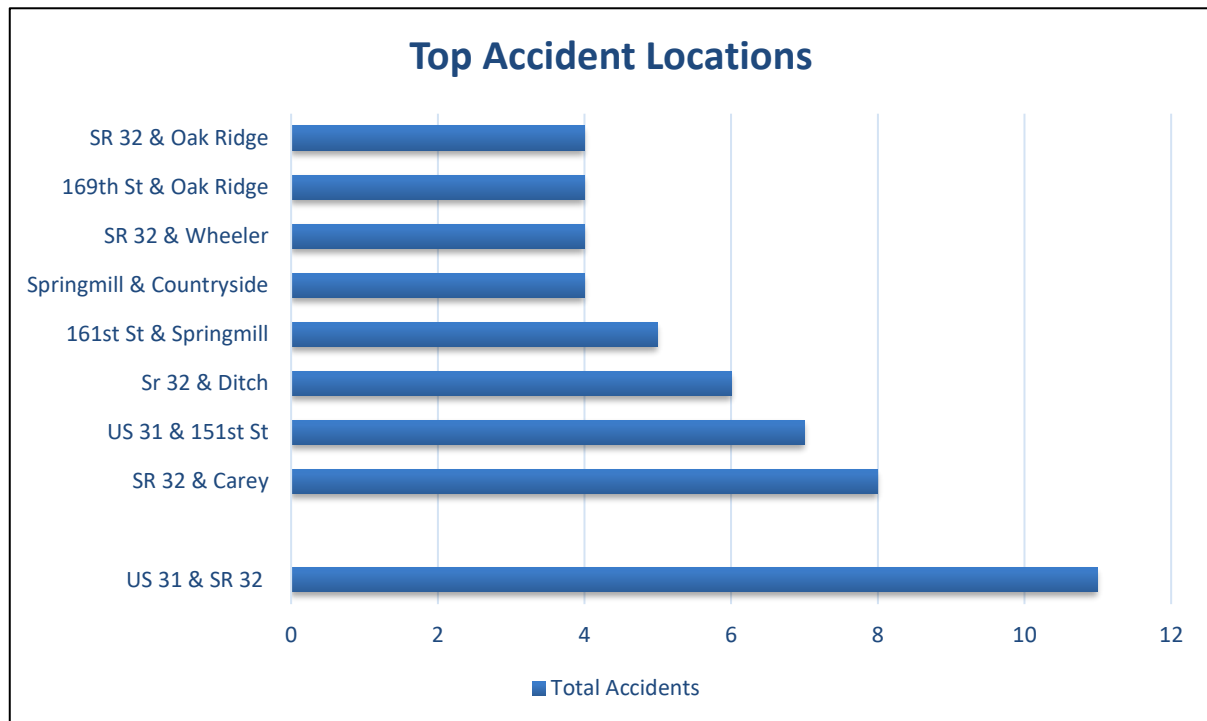
*numbers included in property damage, personal injury, and fatality accidents



Westfield Police Department
May 2021

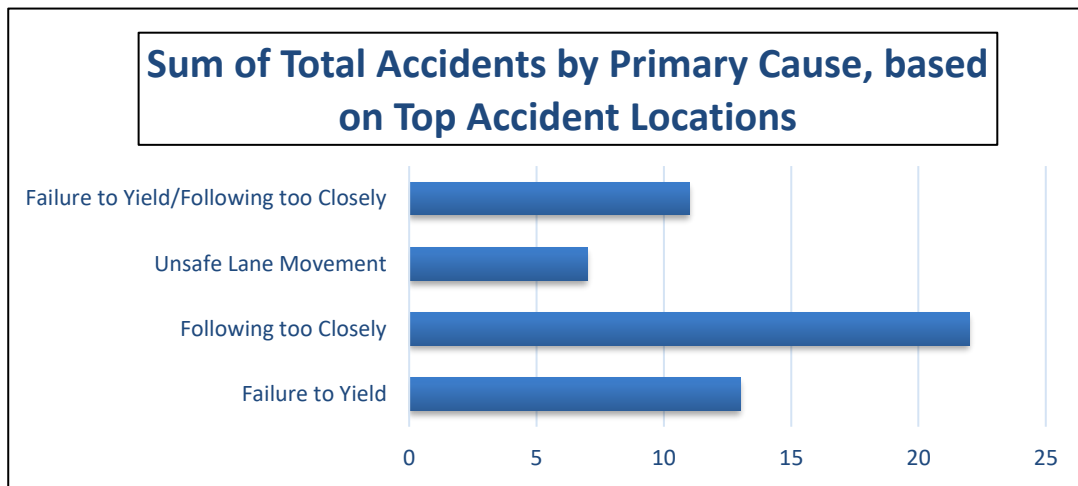
Top Accident Locations

Accident Location	Total Accidents	Primary Cause
US 31 & SR 32	11	Failure to Yield/Following too Closely
SR 32 & Carey	8	Following too Closely
US 31 & 151st St	7	Unsafe Lane Movement
Sr 32 & Ditch	6	Following too Closely
161st St & Springmill	5	Failure to Yield
Springmill & Countryside	4	Following too Closely
SR 32 & Wheeler	4	Following too Closely
169th St & Oak Ridge	4	Failure to Yield
SR 32 & Oak Ridge	4	Failure to Yield



Westfield Police Department
May 2021

Primary Cause	Sum of Total Accidents
Failure to Yield	13
Following too Closely	22
Unsafe Lane Movement	7
Failure to Yield/Following too Closely	11



Westfield Police Department
May 2021

Community Events

5/12/21	Breakfast With a COP and Ride to School

THE WESTFIELD BOARD OF PUBLIC WORKS AND SAFETY May 26, 2021

The Westfield Board of Public Works and Safety met on May 26, 2021 at City Hall Assembly Rm. & via conference call. Present were Jim Ake, Mayor Cook, Kim Strang, Deputy Clerk and Chou-il Lee, representing legal counsel.

Mayor Cook called the meeting to order at 1:00 PM

AGENDA ITEMS:

Action Item #1: Approval of Meeting Minutes for April 28, 2021

Jim Ake made the motion to approval the meeting minutes as presented.
Mayor Cook seconded. Vote: Yes-2; No-0. Motion carries.

CONTRACTS/AGREEMENTS

Action Item #2: VS Engineering & City of Westfield-Westfield Trails, Supplemental #1 (Monthly Progress Report-Trail Connection)

Johnathon Nail presented stating this is for the 156th Street & Westfield Blvd. Trails Project. The project design that initially was done did not meet the requirements for a non-modeling construction in a floodway permit. The new trail design has increased the total length of the trail, requires a stream crossing at Cool Creek, and additional geotechnical investigations. The total for the supplemental work is \$68,145.

Jim Ake made the motion to approve action item #2. Mayor Cook seconded.
Vote: Yes-2; No-0. Motion carries.

Action Item#3: City of Westfield & Lou Ann Pierce-Agreed Findings

Jeremy Lollar presented stating that this is for land acquisition regarding the East Street project. Thru eminent domain law, the court appointed appraisers reported damages sustained by Pierce to be \$662,000, (which the City paid). Pierce disputed and during mediation, it was agreed to compensation totally \$707,000. With these finding the City will pay the additional \$45,000.

Jim Ake made the motion to approve the agreed findings & judgement.
Mayor Cook seconded. Vote: Yes-2; No-0. Motion carries.

Action Item #4: WSP-City of Westfield-On Call Right-of-Way Acquisition Services Professional Services Task Order Agreement #23

Johnathon Nail presented stating this is for right-of way acquisitions of six parcel for the East Street section of the SR 32 project. The estimated total is \$44,060.00.

Jim Ake made the motion to approve Task Order Agreement #23.

Mayor Cook seconded. Vote: Yes 2; No-0. Motion carries.

Action Item #5: H & N Outdoor Services & City of Westfield-2021 Irrigation Contract

Jeremy Lollar presented stating this is the contract for 9 locations throughout the city for irrigation services which include startups, inspections and winterizations. Repairs will be charged time and material at a rate of \$85/hr.

Jim Ake made the motion to approve the contract. Mayor Cook seconded.

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

Action Item #6: Rieth-Riley Construction Company & City of Westfield-171st Street & Carey Road Intersection Improvement-Goods & Services Contract

Johnathon Nail presented stating this is for the single lane round-a-bout construction at 171st & Carey Rd. There were 5 bids received with Rieth-Riley being the lowest @ \$527,384.85. Construction should start June 7th and be completed by July 26, 2021 weather permitting.

Jim Ake made the motion to approve the contract. Major Cook seconded.

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

Action Item #7: 2021 Resurfacing Program-Signing Authority

Jeremy Lollar presented asking for the signing authority for the 2021 resurfacing project, not to exceed \$2,800,000.00. One million is reimbursable through the Community Crossing Grant.

Jim Ake made the motion to approve the signing authority for the resurfacing project.

Mayor Cook seconded. Vote: Yes-2; No-0. Motion carries.

Action Item #8: 2021 Asphalt Rejuvenating Program-Signing Authority

Jeremy Lollar presented asking for the signing authority for the 2021 Asphalt Rejuvenating Project in the amount of \$149,862.45.

Jim Ake made the motion to approve the signing authority for asphalt rejuvenating. Mayor Cook seconded. Vote: Yes-2; No-0. Motion carries.

Action Item #9: Spring Mill Center Road Impact Fee Credit Agreement

Jeremy Lollar stated the developer (Haehl Group, LLC) desires to construct road improvements on Spring Mill Rd as well as SR32 Trail and Tournament Trail in lieu of road impact fees. Improvement costs not to exceed \$1,321,620.00.

Jim Ake made the motion to approve the RIF agreement. Mayor Cook seconded.
Vote: Yes-2; No-0. Motion carries.

Action Item #10: A&F Engineering-Road Impact Fee Study

Jeremy Lollar presented stating statute requires an updated RIF study be performed every 5 years. This is a contract for engineering services for the preparation of that update which include investigation of existing conditions, existing traffic volumes, existing capacities of streets and intersections, project future traffic volumes, investigate various traffic improvements plans and develop a traffic impact fee.

Jim Ake made the motion to approve the RIF study. Mayor Cook seconded.
Vote: Yes-2; No-0. Motion carries

Action Item: #11: WFD-Station 81 Relocation Project

Chief Reed & Rob Gaylor gave an overview of the proposed 36,000 sq. ft. progressive design-built fire station to be located along Ditch Rd. near West 171st Street. Chief Reed asked for approval to send out RFP's for the project.

Jim Ake made a motion to approve sending out the RFP. Mayor Cook seconded.
Vote: Yes-2; No-0. Motion carries

PROPOSALS

Action Item #12: H&N Outdoor Services-Old Friends Cemetery Park

Jeremy Lollar presented stating this is for the leveling, sanding, replacing and power washing the current patio pavers of the Old Friends Cemetery. (\$1,635.00)

Jim Ake made the motion to approve action item # 11. Mayor Cook seconded.
Vote: Yes-2; No-0. Motion carries.

RESOLUTIONS

Action Item #13: City of Westfield-Purchasing Practices/Resolution 21-118

Jeremy Lollar presented stating that the Board of Public Works, as a purchasing agent is authorized to designate other purchasing agents within the City. This permits a purchasing agent to establish small purchase policies for all purchases up to \$50,000.00. Department Directors will be declared purchasing agents, with department supervisors, and director designated personnel declared purchasing agents will lower purchasing limits. This Resolution does not include the City's public safety departments (police & fire)

Jim Ake made the motion to approve Resolution 21-118 as presented.
Mayor Cook seconded. Vote: Yes-2; No-0. Motion carries.

Action Item #14: WPD-Purchasing Practices Resolution 21-119

ChierfRush presented stating this is the same Resolution as above but in regards to the police department and the designated purchasing agents and limits within the department.

Jim Ake made the motion to approve Resolution 21-119 as presented. Mayor Cook seconded.
Vote: Yes-2; No-0. Motion carries

Action Item #15: WFD-Purchasing Practices/Resolution 21-115

Chief Reed presented stating this is the designating purchasing agents within the fire department and the limits on purchases.

Jim Ake made the motion to approve Resolution 21-115 as presented. Mayor Cook seconded.
Vote: Yes-2; No-0. Motion carries.

CONSENT AGENDA:

WPD-Approval of Conditional Offer of Employment-Dakota Foote

May Bond Information

Jim Ake made the motion to approve the consent agenda. Mayor Cook seconded.
Vote: Yes-2; No-0. Motion carries.

DEPARTMENT REPORTS:

Fire- Chief Reed

Police- Chief Rush

Public Works- Jeremy Lollar

With no further business Mayor Cook made the motion to adjourn. Jim Ake seconded.
Vote: Yes-2; No-0. Motion carries. The meeting was adjourned at 2:01 PM

Deputy Clerk-Treasurer

Board of Public Works and Safety



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June 23, 2021

City of Westfield
Board of Public Works and Safety
2706 E. 171st St.
Westfield, IN 46074

RE: Westfield Fire Station #81 – Progressive Design-Build Procurement Process Summary

Please see the summary below for the current Procurement Process and Qualitative Proposal Score outline for the Progressive Design-Build project for Fire Station #81.

- Design Criteria Developer (DCD) hired on January 27, 2021 during Board of Public Works and Safety meeting to begin preparations for Progressive Design-Build criteria documents for Fire Station #81
- Technical Review Committee (TRC) members appointed on February 24, 2021 during Board of Public Works and Safety meeting to oversee procurement process
- Legal Notice of Request for Qualifications (RFQ) issued to interested Design-Builders on March 10, 2021 for download from project website
 - Three (3) interested Design-Builders responded to the RFQ with their Verified Statements of Qualifications (VSQ) on March 25, 2021 for receipt of the Request for Proposals (RFP) when available
 - VSQs were reviewed that interested Design-Builders were qualified per requirements of the RFQ during the TRC meeting held on April 1, 2021
- Draft RFP was issued to interested Design-Builders on May 3, 2021 for review and input of technical criteria prepared by DCD
 - Proprietary breakout sessions were held with interested Design-Builders and TRC members and DCD on May 10, 2021 to further understand their qualifications submitted and answer any questions from technical criteria issued in draft RFP
 - One of the interested Design-Builders dropped out shortly after the proprietary breakout sessions, reducing the interested Design-Builders to two (2)
- Final RFP issued to remaining interested Design-Builders on May 26, 2021
- Qualitative Proposals and Sealed Price Proposals received from interested Design-Builders on June 7, 2021
- TRC members met on June 14, 2021
 - Todd Burtron to formalize the appointment of TRC advisor, Jennifer Lasch with Cripe as the site/civil criteria developer, to the TRC as a voting member rather

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Board of Public Works and Safety
June 23, 2021



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- than Doug Fick with CMTA, as MEP criteria developer, due to travel conflicts to attend the Qualitative Proposal Interviews
- o Received DCD's opinion that Qualitative Proposals meet Owner's criteria developed
- o Certified that no conflict of interest exists between any TRC member and a proposing Design-Build team
- o Qualitative Proposal Interviews took place with interested Design-Builders to review their Qualitative Proposals in closed sessions
- o Met in public session after Qualitative Proposal Interviews and assigned a written composite score to each team's Qualitative Proposal. Results are as follows:
 - Hagerman, Inc.: 192.8
 - Performance Services, Inc.: 161.6
- Action required of the Board of Public Works and Safety:
 - o Publicly open Price Proposals from Design-Builders who responded to the RFP and read them aloud
 - DCD to place values into composite score spreadsheet to determine Best Value Proposer based on lowest Adjusted Price Score
 - o Award the Design-Build Project to the Best Value Proposer, subject to final negotiation of terms and conditions of the contract
 - Authorize Phase 1 Progressive Design-Build Services as a means of formalizing the negotiation of a final agreement
 - DCD to follow-up with signed Letter of Intent from awarded Design-Builder to send to Board of Public Works and Safety for final signatures
 - Notice to Proceed to be delivered to awarded Design-Builder to begin Phase 1 Services

Please contact me at 317-706-6336 with any further questions or comments.

Sincerely,

Cripe | Architecture

Eric Beaman, AIA, NCARB
Design Criteria Developer

Cc: File: O:\2019\190086\10100\Cad\Arch\03 - Sent Files\2021.06.16 - To City - RFP Summary

Architecture + Interiors | Civil Engineering | Survey + 3D Laser Scanning | Energy + Facilities | Equipment Planning | Real Estate Service

City of Westfield
Board of Public Works and Safety
June 23, 2021

Westfield Fire Station No. 81: TRC Qualitative Proposal Composite Score

Monday, June 14, 2021				MARCUS REED	ROB GAYLOR	SCOTT SHEPARD	ERIC BEAMAN	JENNIFER LASCH	TRC AVERAGE	WEIGHTED SCORE
A: DESIGN-BUILD ENTITY'S TEAM QUALIFICATIONS										
Evaluation Criterion			Weight Factor	Design-Build Team						
A-01	Key Management Staff <i>Quality and capabilities of the individuals comprising the Design-Build Entity's key management staff assigned to the Project. This factor evaluates the people with whom the Owner will engage if this Design-Builder is selected</i>	5	HAGERMAN	5	5	4	5	5	4.8	24.00
			PERFORMANCE SERVICES	3	4	4	4	4	3.8	19.00
A-02	Composition and Completeness of Project Team <i>This factor evaluates the quality of the companies represented within the Design-Build team. It also evaluates the extent to which the team is completely engaged at the time of the proposal and how & when the "gaps" in the team will be filled. It measures how team members engaged in the future can positively influence the project.</i>	3	HAGERMAN	3	3	5	4	5	4	12.00
			PERFORMANCE SERVICES	3	4	4	5	4	4	12.00
A-03	Team Integration and Cohesion <i>Team chemistry. How well has the Design-Build team achieved a level of integration & cohesion necessary for Design-Build. It measures the how the Design-Builder's Team and Owner's team can achieve integrated cohesion, mutual trust and respect.</i>	4	HAGERMAN	4	4	4	5	4	4.2	16.80
			PERFORMANCE SERVICES	3	3	3	4	4	3.4	13.60
A-04	Local Participation <i>This factor evaluates both the current level of local participation for the Design-Build team at the time of Proposal and the probable success of the Design-Build team's plan to increase local participation if selected as the Design-Builder.</i>	2	HAGERMAN	3	5	4	5	5	4.4	8.80
			PERFORMANCE SERVICES	3	3	3	3	4	3.2	6.40
A-05	Trade Contractor Engagement <i>This factor evaluates the extent to which key trade contractors have a voice in the design-build process on the Design-Builder's team. It measures their level of engagement in the Proposal process as well as the Design-Builder's plan for meaningful engagement of trade contractors if selected as Design-Builder.</i>	3	HAGERMAN	4	4	5	4	5	4.4	13.20
			PERFORMANCE SERVICES	3	3	3	3	4	3.2	9.60
B: DESIGN-BUILD ENTITY'S PAST PERFORMANCE and ABILITY TO PERFORM										
B-06	Fire Station Facility Experience <i>This factor evaluates the collective experience and expertise of the Design-Build team in the design and construction The types of facilities required for this project It measures the degree to which the team has demonstrated an understanding of the planning and construction issues unique to these facility types</i>	2	HAGERMAN	5	5	5	5	5	5	10.00
			PERFORMANCE SERVICES	3	1	2	2	4	2.4	4.80
B-07	Design-Build Project Delivery Experience <i>This factor evaluates successful past performance of the Design-Build team using Design-Build delivery on significant public projects. This factor also focuses on teams where the key individuals engaged in this project have a history of performing together on previous projects.</i>	3	HAGERMAN	3	4	4	3	4	3.6	10.80
			PERFORMANCE SERVICES	4	5	4	5	5	4.6	13.80
B-08	Design Excellence <i>The Design-Build team's history of completing projects that embrace and achieve the Owner's definition of Design Excellence for those projects is evaluated by this factor. It also evaluates the Design-Build team's understanding of the Owner's definition of Design-Build excellence for this Project.</i>	5	HAGERMAN	3	5	4	4	4	4	20.00
			PERFORMANCE SERVICES	3	4	4	3	4	3.6	18.00
B-09	Schedule, Budget and Quality Control on Past Projects <i>This factor evaluates the Design-Builder's past success on on delivering projects on time, within budget and with no lingering quality issues.</i>	1	HAGERMAN	3	5	4	4	3	3.8	3.80
			PERFORMANCE SERVICES	3	4	3	3	3	3.2	3.20
C: DESIGN-BUILD ENTITY'S APPROACH TO THE PROJECT										
C-10	Overall Project Management and Controls <i>This factor evaluates the manner in which the Design-Builder's proposed management plan and project controls are clearly oriented toward achieving the Owner's goals and objectives for the project. It measures the Design-Builder's understanding of and approach to the critical success factors and challenges facing the Project.</i>	4	HAGERMAN	3	4	5	4	4	4	16.00
			PERFORMANCE SERVICES	3	3	3	3	4	3.2	12.80
C-11	Design to Target Budget Management <i>The Design-Build team's approach to Target Value Design-to-Budget, including the tools and techniques it will implement to manage a design to budget process is evaluated by this factor. It also embraces the possibility of delivering the project under budget while still meeting all of the Owner's Project Criteria.</i>	5	HAGERMAN	4	4	5	3	5	4.2	21.00
			PERFORMANCE SERVICES	3	3	4	4	4	3.6	18.00
C-12	Guidance and Owner Engagement in Making Trade-Off Decisions <i>The Design-Builder's approach to exploring alternative design options for the building and its various components is evaluated by this factor. It measures the creativity and management of the information needed for the Owner to effectively participate in making trade-off decisions in a design to budget process.</i>	4	HAGERMAN	4	5	3	4	4	4	16.00
			PERFORMANCE SERVICES	3	3	3	3	4	3.2	12.80
C-13	Quality Management <i>The Design-Builder's approach to ensuring the Project meets the Owner's goals and objectives for quality through proactive quality assurance and quality control of both the design and construction processes is assessed by this factor.</i>	3	HAGERMAN	3	5	3	4	5	4	12.00
			PERFORMANCE SERVICES	3	4	4	3	4	3.6	10.80
C-14	Schedule Management <i>The Design-Builder's tools and techniques for maintaining the Project on schedule are evaluated by this factor.</i>	2	HAGERMAN	5	5	4	4	3	4.2	8.40
			PERFORMANCE SERVICES	3	4	4	3	3	3.4	6.80

COMPOSITE SCORE	HAGERMAN		192.80
	PERFORMANCE SERVICES		161.60
Phase 1Price Proposal			
PRICE PROPOSAL	HAGERMAN		
	PERFORMANCE SERVICES		
BEST VALUE	HAGERMAN	-	
	PERFORMANCE SERVICES	-	



March 10, 2021

Mr. Johnathon Nail
City Engineer
City of Westfield
2728 East 171st Street
Westfield, Indiana 46074

Re: SR 32 Westfield Reconstruction
Des. No. 1801731
Project No. 2018.01349

Mr. Nail,

The information below outlines additional scope which is above and beyond our original contract. The main additions are attributed to the Federal to State Funding swap and the additional Alternate Alignment Analysis that resulted from comments from multiple groups.

SR 32

1. **Environmental Services (Change in Scope and Supplemental Fee: +\$142,400)**
 - a. Additional Scope Items required to follow guidelines with transition to State Funding:
 - i. State Environmental Policy Act – State Environmental Assessment (SEA) is now required to be completed for the project to comply with State Funding requirements.
 - ii. Cultural Resources/Certificate of Approval (COA): coordinate the project scope under the Indiana Historic Preservation Act (IC 14-21-1) with INDOT Cultural Resources office (CRO). Assume three (3) State Review Board appearances will be required. Have previously presented at the January, 2021 meeting and are planning to present at the April, 2021 meeting as well. Anticipate one (1) additional meeting in July, 2021 to finalize the approval.
 - iii. Archaeological Sites were identified during the archaeological field reconnaissance completed for the preparation of the Phase Ia Archaeological Report, eight (8) archaeological sites were encountered from site visit conducted in October, 2018. Finding sites necessitates the preparation of detailed mapping, cultural background site description, as well as identifying, photographing and weighing artifacts.

2. Engineering Assessment Report (Change in Scope and Supplemental Fee: +\$26,600)

- a. Four (4) Alternates were added to evaluate.
 - i. This was in addition to the three (3) identified within the original contract.
 - ii. The evaluation of the additional alternates were requested by INDOT, Westfield, Westfield Preservation Alliance, and public comment from August, 2019 Public Information Meeting.
 - iii. The alternates included:
 - 1. Alternate A-1 (Added)
 - 2. Alternate A-2 (Added)
 - 3. Alternate A-3 (Added)
 - 4. Alternate D (Added)

3. Traffic Design Services and Analysis (Change in Scope and Supplemental Fee: +\$22,500)

- a. Two (2) alternatives were required to be evaluated by INDOT, Westfield, Westfield Preservation Alliance, and public comment from August, 2019 Public Information Meeting and included in the Traffic Operations Analysis report.
- b. The additional alternatives included:
 - i. Alternate A-1 (Added)
 - ii. Alternate A-2 (Added)
- c. VISSIM Model Development
 - i. A simulation video was added to show the existing conditions and proposed conditions for no-build condition.
- d. Travel Time Impact Analysis - provide analysis for user delay cost, via added travel time for the alternative analysis.

4. Road Design and Plan Development (Change in Scope and Supplemental Fee: +\$51,600)

- a. Additional Environmental Coordination not in the original contract:
 - i. Three (3) appearances at State Review Board Meetings.
 - ii. Meeting prep of documents and coordination, meeting participation, and meeting minutes following meeting.
- b. Preparation of one (1) additional conceptual computer graphic renderings at the request of Westfield.
- c. Stormwater detention analysis and design.

5. Retaining Wall Design (Change in Scope and Supplemental Fee: +\$17,400)

- a. MSE Retaining Wall Southeast of the East Street Roundabout.
- b. Modular Block Retaining Wall North of the Stultz Stanley House

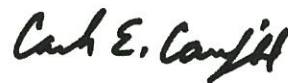
6. **Geotechnical Services (Change in Scope and Supplemental Fee: +\$36,500)**
 - a. Added the boring locations and analysis for retaining wall at to (2) locations (noted above).
 - b. Added borings for Small Structure Box Culvert for Thompson Creek.
7. **Right of Way Engineering (Change in Scope and Supplemental Fee: +\$48,425)**
 - a. Fourteen (14) new parcels added.
 - b. Additional Title Reports, Parcel Plat and Legal Descriptions, and Right of Way staking for land acquisition services, is included in the additional parcels.
8. **Additional Scope Items Anticipated and Unknown at this Time Include:**
 - a. Phase II ESA Site Investigation or development of a remediation work plan
 - i. Sites anticipated at the current Speedway gas station at SW corner of SR 32 and Mill Street and at the NW corner of SR 32 and Union, Hadley Park, fuel station previously at this location.
 - b. Implementation of any mitigation measures required as part of the final MOA
9. **SR 32 Westfield Reconstruction – Total Supplemental requested (Change in Scope and Supplemental Fee: +\$345,425)**

Johnathon, we truly appreciate our partnership with the City of Westfield. Thank you for your consideration of the attached supplemental. If you have any concerns or questions, please do not hesitate to contact me.

Very truly yours,
American Structurepoint, Inc.



Kenneth R. Olson, PE
Project Development Director



Cash E. Canfield, PE
Chief Operating Officer

Attachments

AMENDMENT 1 TO LOCAL PUBLIC AGENCY-CONSULTANT AGREEMENT

1. Background Data:

a. LPA Agreement Date:	October 29, 2018
b. LOCAL PUBLIC AGENCY:	City of Westfield, Indiana
c. CONSULTANT:	American Structurepoint, Inc.
d. Project:	SR 32 Reconstruction from east of Poplar Street to East Street

2. Nature of Amendment

☒ Additional Services to be performed by CONSULTANT
☒ Modifications to Payment to CONSULTANT
☒ Modifications to Time(s) for rendering Services

3. Description of Modifications

Attachment 1, "Modifications"

LOCAL PUBLIC AGENCY and CONSULTANT hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is the date of the latest required signature below.

CONSULTANT

LOCAL PUBLIC AGENCY:

American Structurepoint, Inc.

City of Westfield, Indiana

By:

Cash Canfield

By:

Cash E. Canfield, Chief Operating Officer

J. Andrew Cook, Mayor

Attest:

Jim Ake

Date Signed:

Modifications

1. CONSULTANT shall perform the following Additional Services:

Appendix A, Section A, 2, is modified to read as follows:

2. The CONSULTANT shall provide engineering and prepare road design plans, opinions of probable construction cost, and other submittal documents following American Association of State Highway and Transportation Officials (AASHTO) *A Policy on Geometric Design of Highways and Streets*, as well as City of Westfield local standards for proposed Jersey Street from Union Street to the southern approach of proposed roundabout at the intersection with SR 32 and East Street. Jersey Street new road construction includes approximately 0.22 miles of new construction, 1 travel lane in each direction, including installation of curb and gutter, storm sewer, sidewalk on both sides, all in accordance with the Westfield Complete Street Standards.

Appendix A, Section D, is modified to read as follows:

D. Environmental Services

SR 32

1. The CONSULTANT shall conduct a Red Flag Investigation (RFI) of the project corridor. The RFI will include a preliminary analysis of publicly available infrastructure, environmental, hydrological and cultural resources data within the project corridor. In addition, the IDEM Virtual File Cabinet will be reviewed to assess the potential for sites requiring additional investigation due to potential soil and/or groundwater contamination. A narrative summary and maps depicting findings of the RFI will be produced. The RFI will be prepared in general accordance with the INDOT Hazardous Materials Unit Operating Manual, Section 3.1.
2. The CONSULTANT shall carry out environmental analyses and develop the appropriate level of National Environmental Policy Act (NEPA) documentation for the project in accordance with INDOT environmental procedures as determined by the anticipated project impacts. An Environmental Assessment is anticipated for this project. The environmental services required to develop this project shall be in accordance with the Procedural Manual for Preparing Environmental Documents (2008) and the most recent INDOT Categorical Exclusion Manual and revisions thereto. Copies of these documents are on file with INDOT and are incorporated by reference and made a part hereof. **Final Environmental Assessment documentation was not completed under NEPA prior to the removal of federal funding from the project. Tasks required to support the documentation were completed, including significant coordination efforts, data gathering, draft purpose and need, draft alternatives analysis, and other documentation to support the final completion of the document.**
3. The CONSULTANT shall provide specialized studies required to complete the environmental document including evaluation of potential historic or cultural resources. This shall include a Historic Properties Report, Archaeological Records Check, and an

This is **Attachment 1**, consisting of 21 pages, to Amendment No. 1.

Archaeological Field Reconnaissance as required. The CONSULTANT shall prepare appropriate Section 106 documentation in accordance with the INDOT Cultural Resources Manual as required for a finding of "Adverse Effect". The CONSULTANT shall prepare the required consulting parties coordination and preparation of a Memorandum of Agreement (MOA). It is anticipated that four (4) Consulting Party meetings, four (4) additional Agency coordination meetings will be required to evaluate the "Adverse Effect" finding and develop appropriate mitigation measures. Additionally, the Advisory Council of Historic Preservation (ACHP) will be invited to participate (in accordance with required notification for an adverse effect finding); however, it is anticipated the ACHP will not elect to participate and no formal consultation with the ACHP will occur. Implementation of any mitigation measures required as part of the final MOA will be considered out of scope and additional or supplemental services will be required. If the CONSULTANT is required to provide an environmental service not listed above, including coordination associated with a traditional cultural place or work associated with human remains and/or the Native American Graves and Repatriation Act (NAGPRA), the effort to provide such additional service will be considered a change in the scope and additional or supplemental services will be required. **Final Section 106 documentation was not completed under NEPA prior to the removal of federal funding from the project. A majority of the tasks required to support the documentation were completed, including significant coordination efforts, data gathering, initial consulting parties meetings (2), multiple agency meetings, Historic Properties Report, Archaeological Field Reconnaissance, draft Finding of Effect, and other coordination/documentation to support the final completion of the Section 106 process.**

4. The CONSULTANT shall prepare necessary documentation to meet the requirements for evaluating impacts to Section 4(f) resources (public parks, recreational areas, nature preserves, or historic resources) within the project area. It is anticipated the proposed project will require an Individual Section 4(f) evaluation. This effort will include development and evaluation of potential avoidance alternatives, determination of whether any alternatives are feasible and prudent, analysis of impacts from identified avoidance alternatives, and a description of the measures to minimize harm to the Section 4(f) resource. The CONSULTANT shall coordinate the draft Individual Section 4(f) evaluation with INDOT and FHWA and prepare the final Individual Section 4(f) evaluation following FHWA legal sufficiency review. **Final 4(f) evaluations were not completed under NEPA prior to the removal of federal funding from the project. A majority of the tasks required to support the documentation were completed, including significant coordination efforts, data gathering, draft 4(f) analysis, and other documentation to support the final completion of the 4(f) evaluation.**
5. The CONSULTANT shall conduct an analysis of Noise Impacts consistent with the most recent versions of the INDOT Traffic Noise Analysis Procedures and revisions thereto. A copy of this document is on file with INDOT and are incorporated by reference and is made a part hereof. This evaluation shall include determination of existing noise levels, identification of noise receptors, predictions of future noise levels, evaluation of impacts, and an analysis of noise abatement.
6. The CONSULTANT shall conduct an analysis of **Underserved Communities** and **other Community Impacts**. This evaluation shall include analysis of available US Census data to identify populations of concern, identification of impacts from the proposed project, coordination with local community representatives to quantify the project's effects, and determination of appropriate mitigation if unavoidable and disproportionate impacts are

This is **Attachment 1**, consisting of 21 pages, to Amendment No. 1.

identified. It is anticipated a minimum of one (1) consultation meeting with local representatives will be conducted to determine impacts and develop mitigation concepts.

7. The CONSULTANT shall prepare necessary documentation to advertise and conduct one (1) Public Hearing and two (2) Public Information Meetings for the project. Public notices and presentation graphics will be prepared for the Public Hearing and Public Information Meeting in accordance with the most recent version of the INDOT Public Involvement Procedures Manual and revisions thereto. A hearing transcript and responses to public comment will be prepared to facilitate the Public Hearing Certification.
8. The CONSULTANT shall organize and facilitate two (2) Community Advisory Committee (CAC) meetings, including coordination with the CLIENT to identify CAC members, scheduling and advertising for CAC meetings, preparation of maps and information for distribution, facilitation of the meetings, preparation of meeting summaries, and summarizing the CAC process as part of the public involvement portion of the **State Environmental Assessment**.
9. The CONSULTANT shall prepare a Wetland Delineation Report, including Qualitative Habitat Evaluation Index for streams to determine the presence of wetlands and other aquatic resources that are regulated by the US Army Corps of Engineers (USACE) and/or Indiana Department of Environmental Management (IDEM). The Wetland Delineation Report will include the location of wetlands or waterways and coordination with the design engineers regarding avoidance alternatives for the proposed project. The Wetland Delineation will be prepared in accordance with the USACE Wetland Delineation Manual (1987) and guidance provided by the USACE since 1991, including the appropriate Regional Supplement to the Corps of Engineers Wetland Delineation Manual.
10. The CONSULTANT shall prepare and submit the appropriate permit applications for the project including Section 401 Regional General Permit (RGP) to the Indiana Department of Environmental Management (IDEM) and Section 404 RGP to the United States Army Corps of Engineers (USACE). If during coordination with the USACE or IDEM it is determined that an individual permit and/or mitigation is required for impacts to water resources, the work to identify potential sites and to prepare mitigation plans or other related services shall be considered a change in the scope or work, and additional or supplemental services will be required.
11. If the CONSULTANT is required to provide an environmental service not listed above or additional number of meetings that what is listed above, the work to provide such additional service shall be considered a change in the scope of work. The environmental services required to develop this project shall be in accordance with the Procedure Manual for Preparing Environmental Documents dated 2008 and the most recent version of the Categorical Exclusion Manual and any revisions thereto. Copies of these documents are on file with the INDOT and are incorporated by reference and made a part hereof.
12. **State Environmental Policy Act (SEPA) – Environmental Assessment.** As a result of exchanging federal funding for state funding, the CONSULTANT shall carry out environmental analyses and develop the appropriate level of State Environmental Policy Act (SEPA) documentation for the project in accordance with INDOT environmental procedures as determined by the anticipated project impacts. A State Environmental Assessment (SEA) is anticipated for this project. The environmental services required to develop this project shall be in accordance with the most recent *INDOT Categorical Exclusion Manual*

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and revisions thereto. A copy of this document is on file with INDOT and is incorporated by reference and made a part hereof.

13. **Cultural Resources/Certificate of Approval (COA)** The CONSULTANT shall coordinate the project scope under the Indiana Historic Preservation Act (IC 14-21-1) with INDOT Cultural Resources office (CRO). Specialized studies including an Archaeological Records Check and an Archaeological Field Reconnaissance Report shall be completed as required. The CONSULTANT shall prepare the required Certificate of Approval (COA) application, interested parties coordination, and development of mitigation measures. It is anticipated that (3) State Review Board appearances will be required. Implementation of any mitigation measures required as part of the final COA will be considered out of scope and additional or supplemental services will be required. If the CONSULTANT is required to provide an environmental service not listed above, including coordination associated with a traditional cultural place or work associated with human remains and/or the Native American Graves and Repatriation Act (NAGPRA), the effort to provide such additional service will be considered a change in the scope and additional or supplemental services will be required.
14. **Archaeological Sites** During the archaeological field reconnaissance completed for the preparation of the Phase Ia Archaeological Report, eight archaeological sites were encountered. In the October 5, 2018 proposal prepared by Weintraut & Associates Inc. for Section 106 Services, it was assumed no archaeology sites would be encountered. Finding sites necessitates the preparation of detailed mapping, cultural background site description, as well as identifying, photographing and weighing artifacts. As a result, each small site identified requires supplemental services. If during coordination with the project designer, INDOT Cultural Resources Office (CRO), and/or the office of the Indiana State Historic Preservation Officer (SHPO), it is determined additional archaeological studies are required, which may include Phase Ib, Phase Ic, Phase II, or Phase III investigations the effort to provide such additional series will be considered a change in the scope and additional or supplemental services will be required.
15. **Project Meetings** Participation in weekly project meetings and monthly design coordination meetings will occur through the anticipated environmental approval date of December 2021.

If the CONSULTANT is required to provide an environmental service not listed above, the work to provide such additional service shall be considered a change in the scope of work. The environmental services required to develop this project shall be in accordance with the most recent version of the Categorical Exclusion Manual and any revisions thereto. A copy of this document is on file with INDOT and are incorporated by reference and made a part hereof.

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Jersey Street:

1. The CONSULTANT shall conduct a Red Flag Investigation (RFI) of the project corridor. The RFI will include a preliminary analysis of publicly available infrastructure, environmental, hydrological and cultural resources data within the project corridor. In addition, the IDEM Virtual File Cabinet will be reviewed to assess the potential for sites requiring additional investigation due to potential soil and/or groundwater contamination. A narrative summary and maps depicting findings of the RFI will be produced. The RFI will be prepared in general accordance with the INDOT Hazardous Materials Unit Operating Manual, Section 3.1.
2. The CONSULTANT shall prepare a Wetland Delineation Report, including Qualitative Habitat Evaluation Index for streams to determine the presence of wetlands and other aquatic resources that are regulated by the US Army Corps of Engineers (USACE) and/or Indiana Department of Environmental Management (IDEM). The Wetland Delineation Report will include the location of wetlands or waterways and coordination with the design engineers regarding avoidance alternatives for the proposed project. The Wetland Delineation will be prepared in accordance with the USACE Wetland Delineation Manual (1987) and guidance provided by the USACE since 1991, including the appropriate Regional Supplement to the Corps of Engineers Wetland Delineation Manual. ~~If it is determined that water quality permits will be required for unavoidable impacts to identified water resources, additional or supplemental services will be required to prepare the appropriate permit applications.~~
3. **The CONSULTANT shall prepare and submit the appropriate permit applications for the project including Section 401 Regional General Permit (RGP) to the Indiana Department of Environmental Management (IDEM) and Section 4040 RGP to the United States Army Corps of Engineers (USACE). If during coordination with the USACE or IDEM it is determined that an individual permit and/or mitigation is required for impacts to water resources, the work to identify potential sites and to prepare mitigation plans or other related services shall be considered a change in the scope or work, and additional or supplemental services will be required.**
4. If the CONSULTANT is required to provide an environmental service not listed above or additional number of meetings that what is listed above, the work to provide such additional service shall be considered a change in the scope of work. The environmental services required to develop this project shall be in accordance with the Procedure Manual for Preparing Environmental Documents dated 2008 and the most recent version of the Categorical Exclusion Manual and any revisions thereto. Copies of these documents are on file with the INDOT and are incorporated by reference and made a part hereof.

Appendix A, Section E, is modified to read as follows:

E. Engineering Assessment Report

1. The CONSULTANT will evaluate existing conditions along alternate routes of SR 32 for the purposes of determining a preferred alignment that will meet the purpose and need of the project. This will include:
 - a. Coordinate with LPA on future plans for development along SR 32.

This is **Attachment 1**, consisting of 21 pages, to Amendment No. 1.

- b. Develop conceptual typical sections for SR 32, including number of lanes, accommodations for pedestrians and bicyclists, and preliminary right-of-way limits.
- c. Assess utility, environmental, and existing property impacts in relation to proposed alignment alternatives. **Originally** assumed to evaluate three total alternate routes for SR 32, including the proposed route. **Evaluation of an additional four alternate routes are to be added for a total of seven evaluations.**
 - 1. Alternate A (Original)
 - 2. Alternate B (Original)
 - 3. Alternate C (Original)
 - 4. Alternate A-1 (Added)
 - 5. Alternate A-2 (Added)
 - 6. Alternate A-3 (Added)
 - 7. Alternate D (Added)
- d. One meeting with LPA and selected stakeholders to solicit input and develop consensus on proposed typical section and preferred alignment. Assumed traffic study is completed to preliminary stage prior to this meeting.
- e. Provide a brief summary of findings and recommendations in accordance with environmental document requirements for alternate alignment evaluation and engineer assessment requirements in Indiana Design Manual Chapter 14.

Appendix A, Section F, is modified to read as follows:

F. Traffic Design Services

1. Traffic Study Limits

- a. SR 32 & US 31 Southbound Ramp
- b. SR 32 & US 31 Northbound Ramp
- c. SR 32 & Poplar/Shamrock
- d. SR 32 & Mill Street
- e. SR 32 & Union Street
- f. SR 32 & Walnut Street
- g. SR 32 & Cherry Street
- h. SR 32 & East Street
- i. Penn Street & East Street
- j. Jersey Street & Union Street
- k. Penn Street & Union Street
- l. Jersey Street (future) & Cherry Street

2. Traffic Counts

This is **Attachment 1**, consisting of 21 pages, to Amendment No. 1.

- a. The CONSULTANT shall provide collection of 4-hour (AM and PM) peak-hour traffic volumes at the twelve (12) study intersections.

1. Listed in Traffic Study Limits

- b. The CONSULTANT shall perform 24-hour machine tube counts at the following three (3) locations:

1. SR 32 east of Poplar St/Shamrock Blvd intersection

2. SR 32 between Union Street and Cherry Street

3. SR 32 east of East Street

3. Traffic Analysis

- a. The CONSULTANT shall perform trip end estimation for the proposed/approved developments, provided by the LPA.
- b. The CONSULTANT shall project background traffic volumes for the horizon year.
- c. The CONSULTANT shall perform capacity analysis of the study intersections for each of the scenarios listed above using deterministic methods (traffic simulations are a supplemental service).
- d. The CONSULTANT shall evaluate the need for auxiliary lanes at the study intersections along SR 32.
- e. The CONSULTANT shall prepare a summary report documenting all study efforts, findings, and recommendations.
- f. The CONSULTANT shall evaluate inclusion and exclusion of future Jersey Street traffic impact.

g. Total amount of Alternative to evaluate is 5 to be included in the Traffic Operations Analysis report.

1. Alternate A (Original)

2. Alternate B (Original)

3. Alternate C (Original)

4. Alternate A-1 (Added)

5. Alternate A-2 (Added)

The traffic analysis for these alternatives include the following:

- 1) Modifications to traffic volume projections**
- 2) Synchro analysis for signalized/stop control intersections**

This is **Attachment 1**, consisting of 21 pages, to Amendment No. 1.

3) SIDRA analysis for roundabout intersections

4) Summary memo to present findings

4. VISSIM Model Development

- a. Extents of model include all major intersections along SR 32 between US 31 interchange and East Street. No minor street driveways will be included in the model.
- b. A capacity analysis shall be conducted by CONSULTANT for the existing conditions and proposed conditions.
- c. A simulation video shall be provided by CONSULTANT for the existing conditions and proposed conditions **and no-build condition**. The video will focus on the peak hour with the highest overall traffic volumes.

5. Traffic Signal Design

- a. CONSULTANT will provide a design for a modification and modernization of a traffic signal control system for the intersection of SR 32 and Union Street, should it be verified and determined that a traffic signal is warranted.

6. Traffic Coordination Meetings

- a. Attend up to nine (9) coordination meetings involving INDOT, and the LPA including:
 - 1. Project kick-off meeting
 - 2. Project coordination meeting (six (6) total)
 - 3. Preliminary findings discussion
 - 4. Comment review meeting

7. Travel Time Impact Analysis

CONSULTANT will provide analysis for User delay cost, via added travel time, was identified as a major impact of Alternative A-1 in comparison to the other design alternatives. A travel time analysis was conducted for Alternative A-1 and also for all other project alternatives in order to provide a comparison of each in the evaluation matrix. The travel time analysis consisted of the following:

- a. **Estimating travel times (distance, speed, volume) for all major routes through SR 32 corridor**
- b. **Cost estimation (average annual user delay cost)**
- c. **Comparison of travel time delay (minutes) and added travel time cost (\$)**

Appendix A, Section G is modified to read as follows:

This is **Attachment 1**, consisting of 21 pages, to Amendment No. 1.

G. Road Design and Plan Development

1. The CONSULTANT shall prepare plans, special provisions for the specifications, and opinion of probable construction cost, which will be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: American Association of State Highway and Transportation Officials (AASHTO) *A Policy on Geometric Design of Highways and Streets* and INDOT's standard specifications, road memoranda, and design manuals, except as modified by supplemental specifications and special provisions, if any.

- a. The road design limits and project design scope are generally described in Item A.
- b. Submittal Deliverables for SR 32 Reconstruction: Stage One, Preliminary Field Check, Preliminary Right of Way, Stage Two, Final Right of Way, Stage Three, and Final Tracings
- c. Submittal Deliverables for Jersey Street Construction: Stage One, **Preliminary Field Check, Stage Three, and Final Tracings**

- d. The anticipated project design scope is described below:

1. General road design (Pavement treatment, typical section, intersection treatments)
2. Storm sewer and drainage details
3. Maintenance of traffic
4. Pavement markings and sign details
5. Pedestrian accommodations and ADA curb ramp details

6. Preliminary Retaining Wall Layout (Two Locations – Stultz-Stanley property and southeast of SR 32 and East Street)

- e. Public involvement during environmental process: assume two Public Information Meetings and one Public Hearing, **three (newly added) State Review Board Meetings; Assume meeting prep of documents and coordination, meeting participation, and meeting minutes following meeting.**
- f. Constructability review meetings with LPA: one at Preliminary Field Check and one at Stage Three plan submittal
- g. The CONSULTANT shall prepare up to **three** conceptual computer graphic renderings at the request of the LPA. Exhibits shall utilize aerial photography to illustrate the conceptual layout of the SR 32 Reconstruction project.

h. Stormwater Detention Design

1. **The CONSULTANT shall prepare preliminary analysis and final design of stormwater detention for the SR 32. Specifically, four detention areas along the south side of SR 32. The scope of work will include:**

This is **Attachment 1**, consisting of 21 pages, to Amendment No. 1.

- a. **Preliminary drainage computations including hydrologic and hydraulic analysis of four (4) detention storage alternatives.**
 - b. **Coordinate detention with roadway storm sewer design.**
 - c. **Construction details necessary to construct the above items**
 - d. **Final drainage computations and summary report**
 - e. **Preparation of an opinion of probable construction cost**
 - f. **Preparation of technical specifications and special provisions**
 - g. **Meetings - We assume the following meetings for CONSULTANT: two design team meetings, two client review meetings, and one coordination meeting with the Hamilton County Surveyor's office.**
2. The opinion of probable cost will be prepared according to the current practices for INDOT and will include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the LPA, through its own forces or through other party or parties, will prepare detail plans. The unit prices to be used shall be in accordance with the methods used by INDOT.
 3. The CONSULTANT shall review the contract bid package and coordinate any necessary corrections with the Technical Services Division of INDOT.
 - a. The CONSULTANT shall issue Notice of Work Plan Approvals and Notice to Proceed to Utility Owners once the right-of-way is cleared and staked so the Utilities can begin their work.

Appendix A, Section M is modified to read as follows:

M. IDNR Permit and Hydraulic Analysis

SR 32

1. Flood control design and permitting for the proposed project will include research and development of hydraulic modeling to evaluate the proposed roundabout at East Street within the floodplain limits of Grassy Brach. Hydraulic models of current conditions will be developed and compared with the proposed conditions, taking into account all of the changes made to the ditches as a result of the project. A hydraulic report will be developed discussing the project impacts and addressing all of the necessary items required by Indiana Department of Natural Resources, Division of Water. A Construction in Floodway permit will then be filed with the Indiana Department of Natural Resources, if necessary.

JERSEY STREET

1. **Flood control design and permitting for the proposed project will include research and development of hydraulic modeling to evaluate the proposed roundabout at East Street within the floodplain limits of Grassy Brach. Hydraulic models of current conditions will be developed and compared with the proposed conditions, taking into account all of**

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the changes made to the ditches as a result of the project. A hydraulic report will be developed discussing the project impacts and addressing all of the necessary items required by Indiana Department of Natural Resources, Division of Water. A Construction in Floodway permit will then be filed with the Indiana Department of Natural Resources, if necessary.

Appendix A, Section N is modified to read as follows:

N. Rule 5 Permit and Erosion Control Details

SR 32

1. The CONSULTANT shall prepare and submit a Rule 5 Erosion Control Plan to procure appropriate Notice of Intent for construction. The CONSULTANT shall prepare temporary erosion control plans and details in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets and INDOT's standard specifications, road memoranda, and design manuals, except as modified by supplemental specifications and special provisions, if any.

JERSEY STREET

1. **The CONSULTANT shall prepare and submit a Rule 5 Erosion Control Plan to procure appropriate Notice of Intent for construction. The CONSULTANT shall prepare temporary erosion control plans and details in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets and INDOT's standard specifications, road memoranda, and design manuals, except as modified by supplemental specifications and special provisions, if any.**

Appendix A, Section O is modified to read as follows:

O. Geotechnical Services

SR 32

1. The CONSULTANT shall make or cause to be made a complete geotechnical investigation in general accordance with the INDOT Geotechnical Manual. The general scope of geotechnical services is attached as **Exhibit B1 (supplemental to Exhibit B)**. In the event more extensive boring, sampling, testing analyses and engineering services are needed, such services will be added via a supplemental contract.

JERSEY STREET

1. **The CONSULTANT shall make or cause to be made a complete geotechnical investigation in general accordance with the INDOT Geotechnical Manual. The general scope of geotechnical services is attached as Exhibit B2. In the event more extensive**

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boring, sampling, testing analyses and engineering services are needed, such services will be added via a supplemental contract.

Appendix A, Section P is modified to read as follows:

P. Asbestos Survey Services

SR 32

1. The CONSULTANT shall make or cause to be made a complete asbestos investigation in general accordance with customary with customary principles and practices in the fields of environmental science and engineering. The general scope of Asbestos Survey Services is attached as Exhibit C.

JERSEY STREET

1. **The CONSULTANT shall make or cause to be made a complete asbestos investigation in general accordance with customary with customary principles and practices in the fields of environmental science and engineering. The general scope of Asbestos Survey Services is attached as Exhibit C1.**

Appendix A, Section R is modified to read as follows:

R. Right-of-Way Engineering

SR 32

1. Title Research Services

a. Preparation of Title and Encumbrance Reports – Permanent Right-of-Way

- 1) A Title and Encumbrance Report will be provided for each permanent right-of-way parcel. The Title and Encumbrance Report will be created by adequately researching all available records and documenting the research to identify all parties or entities having any ownership interest in the property to be acquired, including an abstract of all pertinent data, legal descriptions, all liens (taxes, mortgages, and recorded judgments), assessments, taxes, and any encumbrances against the property.

2) General

- a. Each Title and Encumbrance Report and the attachments thereto will be submitted in duplicate or via ERMS if requested.
- b. The CONSULTANT agrees to testify in court in behalf of the LPA on any title work prepared under this contract should he/she be required to do so by the LPA. In consideration for actions taken by the CONSULTANT, the LPA will agree in writing to fees for testimony prior to the date the CONSULTANT must testify.
- c. The CONSULTANT agrees to follow accepted principles and techniques as shown and any necessary interpretation of these

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furnished by the LPA. Any parcel that does not meet such requirements will be further documented without additional compensation to the CONSULTANT.

b. Preparation of Title and Encumbrance Reports – Temporary Right-of-Way

- 1) A Title and Encumbrance Report will be provided for each temporary right-of-way parcel that contains the deed of record for the current fee owner, documentation for any sell-offs and contiguous property, and current tax information.

- 2) General

- a. The CONSULTANT shall furnish a copy of the deed(s) that conveyed the caption to the current fee owner and any sell-offs.
- b. Each Title and Encumbrance Report and the attachments thereto will be submitted in duplicated or via ERMS if requested.

c. Supplemental Title and Encumbrance Reports (Updates)

When requested, the CONSULTANT shall provide title work from the date of the original Title and Encumbrance Report to the present date. The CONSULTANT shall provide the following, in duplicate:

- 1) A cover sheet that identifies any changes and the associated recording documents. In addition, the CONSULTANT shall note the current status of the taxes.
- 2) Copies of any documents recorded since the date of the original Title and Encumbrance Report that affect the caption property.

2. Right-of-Way Staking

The CONSULTANT shall provide a one-time staking of the proposed right-of-way for each parcel during the land acquisition process.

3. Right-of-Way Engineering

- a. The CONSULTANT shall prepare title research, legal descriptions, route survey plats and/or right-of-way parcel plats, acquisition instruments, and other materials to be used in the acquisition of right-of-way in accordance with INDOT's Right-of-Way Engineering Procedure Manual, hereinafter called the MANUAL, and 865 IAC 1-12.
- b. The CONSULTANT shall compare and study, in detail, all of the title information and survey data furnished with it and the CONSULTANT shall calculate or otherwise determine all other data, as may be necessary, for writing the legal description of every right-of-way parcel, all in conformity with the MANUAL. All documents, plats, and plans prepared by the CONSULTANT are to be checked by the CONSULTANT prior to submittal to LPA. All documents and plats requiring a seal under this Contract may or may not be reviewed by LPA for content. If the plans, aerial mosaics, title information and surveys are

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

- c. The CONSULTANT may, with prior written approval of LPA, undertake additional title research in order to resolve errors or omissions in provided abstracting, as may be deemed necessary by LPA for the purpose of completing the work included in this Contract.
- d. The CONSULTANT may, with the prior written approval of LPA, undertake field surveys for the purpose of checking title or plan data and/or for the acquisition of vital locative and boundary information that is not contained in existing records, as may be considered necessary to complete fully and satisfactorily the work included in this Contract.
- e. Each right-of-way (parcel) plat and each sheet of legal description and access control clause issued by the CONSULTANT will be dated and will bear the signature and seal of the Registered Land Surveyor (Indiana) by whom the same is prepared, or under whose personal supervision the same is prepared by his/her regularly employed subordinates, and for which he/she takes full responsibility.
- f. Taking possession and use by LPA of completed portions of the work, at any time, will not be deemed as acceptance of the work so taken or used.

JERSEY STREET

1. Title Research Services

a. Preparation of Title and Encumbrance Reports – Permanent Right-of-Way

- 1) **A Title and Encumbrance Report will be provided for each permanent right-of-way parcel. The Title and Encumbrance Report will be created by adequately researching all available records and documenting the research to identify all parties or entities having any ownership interest in the property to be acquired, including an abstract of all pertinent data, legal descriptions, all liens (taxes, mortgages, and recorded judgments), assessments, taxes, and any encumbrances against the property.**

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2) General

- a. Each Title and Encumbrance Report and the attachments thereto will be submitted in duplicate or via ERMS if requested.
- b. The CONSULTANT agrees to testify in court in behalf of the LPA on any title work prepared under this contract should he/she be required to do so by the LPA. In consideration for actions taken by the CONSULTANT, the LPA will agree in writing to fees for testimony prior to the date the CONSULTANT must testify.
- c. The CONSULTANT agrees to follow accepted principles and techniques as shown and any necessary interpretation of these furnished by the LPA. Any parcel that does not meet such requirements will be further documented without additional compensation to the CONSULTANT.

b. Preparation of Title and Encumbrance Reports – Temporary Right-of-Way

- 1) A Title and Encumbrance Report will be provided for each temporary right-of-way parcel that contains the deed of record for the current fee owner, documentation for any sell-offs and contiguous property, and current tax information.

2) General

- a. The CONSULTANT shall furnish a copy of the deed(s) that conveyed the caption to the current fee owner and any sell-offs.
- b. Each Title and Encumbrance Report and the attachments thereto will be submitted in duplicated or via ERMS if requested.

c. Supplemental Title and Encumbrance Reports (Updates)

When requested, the CONSULTANT shall provide title work from the date of the original Title and Encumbrance Report to the present date. The CONSULTANT shall provide the following, in duplicate:

- 1) A cover sheet that identifies any changes and the associated recording documents. In addition, the CONSULTANT shall note the current status of the taxes.
- 2) Copies of any documents recorded since the date of the original Title and Encumbrance Report that affect the caption property.

2. Right-of-Way Staking

The CONSULTANT shall provide a one-time staking of the proposed right-of-way for each parcel during the land acquisition process.

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3. Right-of-Way Engineering

- a. The CONSULTANT shall prepare title research, legal descriptions, route survey plats and/or right-of-way parcel plats, acquisition instruments, and other materials to be used in the acquisition of right-of-way in accordance with INDOT's Right-of-Way Engineering Procedure Manual, hereinafter called the MANUAL, and 865 IAC 1-12.
- b. The CONSULTANT shall compare and study, in detail, all of the title information and survey data furnished with it and the CONSULTANT shall calculate or otherwise determine all other data, as may be necessary, for writing the legal description of every right-of-way parcel, all in conformity with the MANUAL. All documents, plats, and plans prepared by the CONSULTANT are to be checked by the CONSULTANT prior to submittal to LPA. All documents and plats requiring a seal under this Contract may or may not be reviewed by LPA for content. If the plans, aerial mosaics, title information and surveys are furnished to the CONSULTANT, there is no expressed or implied guarantee that conditions so indicated are entirely representative of those actually existing, or that unforeseen developments will not occur. The CONSULTANT is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by LPA and the actual conditions of the locality, or in case of errors or omissions in said information supplied by LPA, the CONSULTANT shall make such corrections or additions on the plans, plats, strips, maps, or mosaics as necessary for the proper carrying out of its services. The CONSULTANT is assumed to have made itself familiar with the plans, aerial mosaics, and surveys, and it shall not plead that LPA or the consultant, if any, who prepared those materials should assume responsibility for adding the information thereto as required by this Contract and by the MANUAL. It will be the CONSULTANT'S duty to immediately inform LPA, in writing, of any such defect, error or omission which cannot be resolved without additional title search or field survey, or which cannot be made without altering the design extent or character of the right-of-way limits as shown by LPA before proceeding on this portion of the work.
- c. The CONSULTANT may, with prior written approval of LPA, undertake additional title research in order to resolve errors or omissions in provided abstracting, as may be deemed necessary by LPA for the purpose of completing the work included in this Contract.
- d. The CONSULTANT may, with the prior written approval of LPA, undertake field surveys for the purpose of checking title or plan data and/or for the acquisition of vital locative and boundary information that is not contained in existing records, as may be considered necessary to complete fully and satisfactorily the work included in this Contract.
- e. Each right-of-way (parcel) plat and each sheet of legal description and access control clause issued by the CONSULTANT will be dated and will bear the signature and seal of the Registered Land Surveyor (Indiana) by whom the same is prepared, or under whose personal supervision the same is prepared by his/her regularly employed subordinates, and for which he/she takes full responsibility.

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

Appendix A, Section T, is modified to read as follows:

T. Retaining Wall Design

1. The CONSULTANT shall prepare final Retaining Wall, Moment Slab and Barrier Details as required for the fill retaining wall location based on the general scope assumed, opinion of probable cost, and all applicable design calculations and documentation in accordance with INDOT Design Manual Chapter 14. This will be completed for location southeast of the SR 32 and East Street intersection improvement. The design will conform to INDOT design criteria listed in the INDOT Design Manual. Assume standard INDOT pedestrian bridge rails with aesthetic finish on standard moment slab for the MSE fill wall location.
2. The CONSULTANT shall prepare final Retaining Wall, Stair and Aesthetic Handrail Details as required for the cut retaining wall location based on the general scope assumed, opinion of probable cost, and all applicable design calculations and documentation in accordance with INDOT Design Manual Chapter 14. This will complete for location at Stultz-Stanley property. The design will conform to INDOT design criteria listed in the INDOT Design Manual. Assume an H-pile & lagging wall with an aesthetic finish for the cut wall location.
3. The CONSULTANT is providing the following for the SR 32 Retaining Walls:
 - a. Cost Estimate and Quality Calculations
 - b. Special provisions pertaining to walls or railings

Appendix A, Section T, is changed to Section U and read as follows:

~~T.~~ U. Excluded Design Services

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

1. Landscaping and streetscape design
2. Wayfinding sign design
3. Municipal utility infrastructure design, including sanitary sewer and water line facilities
4. Land acquisition services
5. Appraisal Problem Analysis (APA)
- ~~6. Retaining wall design~~
- ~~7. Stormwater detention design~~

This is **Attachment 1**, consisting of 21 pages, to Amendment No. 1.

8. Alternate bid pavement, design, and plan preparation, and Life Cycle Cost Analysis
9. Hazardous waste mitigation if encountered on site
10. Noise mitigation design
11. IDNR Construction in Floodway permit for Thompson Creek
12. Phase II ESA Site Investigation or development of a remediation work plan
13. Implementation of any mitigation measures required as part of the final MOA
14. Coordination associated with a traditional cultural place or work associated with human remains and/or the Native American Graves and Repatriation Act (NAGPRA)

Appendix C, Section B is modified to read as follows:

B. Environmental Services

1. Draft **SEA submitted to INDOT** within 90 calendar days after **COA issued, if issued at April 14th 2021 quarterly Indiana Historic Preservation Review Board (IHPRB) Meeting. Draft SEA submitted to INDOT within 30 calendar days after COA issued, if issued at quarterly IHPRB meeting occurring after April 14th 2021.**
2. Final **SEA submitted** for signature within 90 calendar days **after Public Hearing**. Upon final signature, the CONSULTANT will circulate copies of the complete Environmental Assessment as appropriate.

This is **Attachment 1**, consisting of 21 pages, to Amendment No. 1.

Appendix D, Section A is modified to read as follows:

A. Amount of Payment

1. The CONSULTANT shall be compensated for services to be performed under this Contract a total fee not to exceed ~~\$1,197,205~~ **\$1,738,205** (~~\$1,131,155~~ **\$1,476,580** for SR 32 and ~~\$66,050~~ **\$261,625** for Jersey Street) unless approved in writing by the LPA.

SR 32

2. The CONSULTANT shall be compensated for the following services on a lump-sum basis. The total obligation under this portion of the Contract for SR 32 shall not exceed ~~\$925,850~~ **\$1,186,350** unless approved in writing by the LPA.

a. Project Management	\$60,900
b. Topographic Survey – SR 32	\$57,350
c. Environmental Services – SR 32	\$198,400
d. Section 106	\$61,900
e. Noise Analysis	\$5,800
f. Engineering Assessment Report	\$19,200 \$45,800
g. Traffic Design Services	\$66,200 \$88,700
h. Road Design and Plan Development – SR 32	\$298,300 \$349,900
i. Utility Coordination – SR 32	\$20,500
j. Stakeholder Coordination	\$29,400
k. Culvert Hydraulic Analysis	\$13,500
l. Pavement Design	\$10,400
m. Lighting Design – East Street	\$7,470
n. Lighting Design – SR 32 (if authorized by LPA)	\$17,430
o. IDNR Permit and Hydraulic Analysis	\$19,500
p. Rule 5 Permit and Erosion Control Details	\$39,600
q. Retaining Wall Design	\$17,400
r. SEPA-Environmental Assessment	\$37,500
s. Certificate of Approval	\$80,900

This is **Attachment 1**, consisting of 21 pages, to Amendment No. 1.

t. Archaeological Sites

\$24,000

3. The CONSULTANT shall receive payment for the work performed under this Contract related to Geotechnical Services based on the specific cost per unit as shown in Exhibit B1 (**supplemental to Exhibit B**), attached hereto and incorporated herein, multiplied by the actual units of work performed. The final amount will be adjusted according to the actual units of work performed; however, the final amount shall not exceed ~~\$19,555~~ **\$56,055** unless and until a supplemental agreement is executed.
4. The CONSULTANT shall receive payment for the work performed under this Contract related to Asbestos Survey Services based on the specific cost per unit as shown in Exhibit C, attached hereto and incorporated herein, multiplied by the actual units of work performed. The final amount will be adjusted according to the actual units of work performed; however, the final amount shall not exceed \$52,150 unless and until a supplemental agreement is executed.
5. The CONSULTANT shall receive payment for the work performed under this Contract related to Subsurface Utility Engineering (SUE) based on the specific cost per unit as shown in Exhibit D, attached hereto and incorporated herein, multiplied by the actual units of work performed. The final amount will be adjusted according to the actual units of work performed; however, the final amount shall not exceed \$35,700 unless and until a supplemental agreement is executed.
6. The CONSULTANT shall be compensated for Right-of-Way Engineering Services based on the specific cost per unit multiplied by the actual units of work. Estimated unit costs are shown in Exhibit E1 (**supersedes Exhibit E**), which is attached hereto and incorporated herein. The right-of-way engineering services unit costs shall be adjusted in accordance with INDOT's fee schedule once notice-to-proceed is given for right-of-way engineering services. The final amount will be adjusted according to the actual Subconsultant invoices; however, the final amount shall not exceed ~~\$87,900~~ **\$136,325** unless and until a supplemental agreement is executed. ~~Thirty~~ **Forty-six** parcels are assumed.
7. For Construction Phase Design Services, the CONSULTANT will be paid for the actual hours of work performed by essential personnel exclusively working on these tasks multiplied by the hourly rates shown in Exhibit F, plus reimbursable expenses at their direct cost. The fees for construction phase services will not exceed \$10,000 unless and until a supplemental agreement is executed.
8. The CONSULTANT shall not be paid for any service performed by the LPA or not required to develop this project.

JERSEY STREET

1. The CONSULTANT shall be compensated for the following services on a lump-sum basis. The total obligation under this portion of the Contract for Jersey Street shall not exceed ~~\$66,050~~ **\$192,150** unless approved in writing by the LPA.
 - a. Topographic Survey – Jersey Street \$19,450
 - b. Environmental Services – Jersey Street ~~\$5,400~~ **\$8,300**

This is **Attachment 1**, consisting of 21 pages, to Amendment No. 1.

- | | | |
|----|--|------------------------------------|
| c. | Road Design and Plan Development – Jersey Street | \$37,400 \$128,300 |
| d. | Utility Coordination – Jersey Street | \$3,800 \$14,300 |
| e. | Rule 5 Permit – Jersey Street | \$ 7,300 |
| f. | IDNR Permit and Hydraulic Analysis | \$14,500 |
2. The CONSULTANT shall receive payment for the work performed under this Contract related to Geotechnical Services based on the specific cost per unit as shown in Exhibit B2, attached hereto and incorporated herein, multiplied by the actual units of work performed. The final amount will be adjusted according to the actual units of work performed; however, the final amount shall not exceed \$17,100 unless and until a supplemental agreement is executed.
 3. The CONSULTANT shall receive payment for the work performed under this Contract related to Asbestos Survey Services based on the specific cost per unit as shown in Exhibit C1, attached hereto and incorporated herein, multiplied by the actual units of work performed. The final amount will be adjusted according to the actual units of work performed; however, the final amount shall not exceed \$17,600 unless and until a supplemental agreement is executed.
 4. The CONSULTANT shall be compensated for Right-of-Way Engineering Services based on the specific cost per unit multiplied by the actual units of work. Estimated unit costs are shown in Exhibit E1, which is attached hereto and incorporated herein. The right-of-way engineering services unit costs shall be adjusted in accordance with INDOT's fee schedule once notice-to-proceed is given for right-of-way engineering services. The final amount will be adjusted according to the actual Subconsultant invoices; however, the final amount shall not exceed \$28,775 unless and until a supplemental agreement is executed. Ten parcels are assumed.
 5. For Construction Phase Design Services, the CONSULTANT will be paid for the actual hours of work performed by essential personnel exclusively working on these tasks multiplied by the hourly rates shown in Exhibit F, plus reimbursable expenses at their direct cost. The fees for construction phase services will not exceed \$6,000 unless and until a supplemental agreement is executed.
 6. The CONSULTANT shall not be paid for any service performed by the LPA or not required to develop this project.

AMERICAN STRUCTUREPOINT, INC.						
Des 1801731 - Manhour Justification						
Project: SR 32 Reconstruction, east of Poplar Street to East Street - Westfield, Indiana						
Description: Engineering Assessment - Supplemental (3 Original Alignments assumed; 4 Alignments Added)						12-Feb-21
WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Utility Coordination	2	6	4	0	0	12
Prelim Drainage Analysis	0	3	6	0	0	9
Environmental Coordination	4	12	12	8	0	36
Traffic Coordination	2	2	2	0	0	6
Develop Typical Sections	0	2	6	6	4	18
Alternative Analysis: Alignments (3 original; 4 added)	1	2	8	16	0	27
Alternative Analysis: Plan & Profile Sheets	0	2	6	4	4	16
Alternative Analysis: R/W Investigation	2	4	6	6	0	18
Alternative Analysis: Design Calcs	0	2	4	4	3	13
Alternative Analysis: Cost Estimates	2	4	6	6	0	18
Narrative Composition	0	4	8	16	0	28
QC/QA Draft before Submittal	2	4	2	0	0	8
TOTAL HOURS	15	47	70	66	11	209
WEIGHTED HOURLY RATE	\$203.22	\$156.73	\$126.86	\$90.49	\$128.76	
DIRECT SALARY COST	\$3,048.30	\$7,366.31	\$8,880.20	\$5,972.34	\$1,416.36	\$26,683.51
DIRECT COSTS (See Below)						\$11.40
TOTAL FEE (ROUNDED DOWN)						\$26,600.00

	Unit Cost	Quantity	Cost
Mileage	\$0.380	30	\$11.40
Shipping	LSUM	0	\$0.00
Meals	\$26.00	0	\$0.00
Lodging	\$89.00	0	\$0.00
Blueprints	\$1.50	0	\$0.00
Copies	\$0.10	0	\$0.00
TOTAL =			\$11.40

(assumes 1 trip to Westfield at 30 mi)

AMERICAN STRUCTUREPOINT, INC.
Des 1801731 MANHOUR JUSTIFICATION

Project: SR 32 Reconstruction, east of Poplar Street to East Street - Westfield, Indiana

Description: TIS

06-Mar-21

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Field Review	0	0	0	0	0	0
Traffic Count Coordination	0	0	0	0	0	0
Trip Generation	0	0	0	0	0	0
Develop Volume Sets	0	0	0	8	0	8
Certified Traffic	0	0	0	0	0	0
Capacity Analysis	0	12	12	11	0	35
Travel Time Runs	0	0	0	0	0	0
Simulation Model of Existing	0	0	0	0	0	0
Simulation Model of Proposed	0	0	0	0	0	0
Signal Warrant Analysis	0	0	0	0	0	0
Turn Lane Warrant Analysis	2	16	14	14	0	46
ID Improvements	0	3	2	4	0	10
Conceptual Plan	0	0	0	0	0	0
Cost Estimate	0	0	0	0	0	0
Travel Time Analysis	0	4	8	0	0	12
Final Report	0	0	0	0	0	0
TOTAL HOURS	3	35	36	37	0	111
HOURLY RATE	\$201.05	\$155.05	\$125.49	\$89.52	\$127.37	
SALARY COST (LUMP SUM)	\$562.94	\$5,457.76	\$4,567.84	\$3,312.24	\$0.00	\$13,900.78
Meetings	10	10	0	0	0	20
TOTAL HOURS	10	10	0	0	0	20
HOURLY RATE	\$201.05	\$155.05	\$125.49	\$89.52	\$127.37	
SALARY COST (LUMP SUM)	\$2,011	\$1,551	\$0	\$0	\$0	\$3,560
DIRECT COSTS	Unit	Quantity				
Mileage	\$0.380	0				\$0
Meals						\$0
Traffic Counts						\$0
TOTAL DIRECT COSTS						\$0
TOTAL COST						
Salary Cost (LUMP SUM)						\$13,900
Salary Cost (MEETINGS - LUMP SUM)						\$3,600
Traffic Counts						\$0
TOTAL STUDY COST						\$17,500

AMERICAN STRUCTUREPOINT, INC.
MAN HOUR JUSTIFICATION
Des 1801731 MANHOUR JUSTIFICATION

Project: SR 32 Reconstruction, east of Poplar Street to East Street - Westfield, Indiana

Description: VISSIM

06-Mar-21

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Aerial Background Graphics	0	0	0	0	0	0
VISSIM Model Development (Existing)	0	0	0	0	0	0
VISSIM Model Development (Proposed)	0	0	12	8	0	20
Capacity Analysis	0	0	12	0	0	12
Simulation Videos	0	0	10	0	0	10
TOTAL HOURS	0	0	34	8	0	42
HOURLY RATE	\$201.05	\$155.05	\$125.49	\$89.52	\$127.37	
SALARY COST (LUMP SUM)	\$0.00	\$0.00	\$4,266.66	\$716.16	\$0.00	\$4,982.82
DIRECT COSTS	Unit	Quantity				
Mileage	\$0.380	0				\$0
Meals						\$0
Traffic Counts						\$0
TOTAL DIRECT COSTS						\$0
TOTAL COST						
Salary Cost (LUMP SUM)						\$5,000
Direct Cost						\$0
TOTAL STUDY COST						\$5,000

AMERICAN STRUCTUREPOINT, INC.**Des 1801731 - Manhour Justification****Project:** SR 32 Reconstruction, east of Poplar Street to East Street - Westfield, Indiana**Description:** Road Design and Plan Development - Supplemental Services

06-Mar-21

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Preliminary Field Check Plans (40% complete)						
State Review Board Meetings (3 total)	6	15	15	6	6	48
Preliminary Retaining Wall Layout (Stultz Stanley, East St. RAB)	2	4	8	16	24	54
Cultural Resources - Certificate of Approval - Coordination	2	4	8	8	4	26
Stormwater Detention - Preliminary Analysis	0	12	12	0	0	24
Stormwater Detention - Design Analysis and Narrative	0	4	8	0	0	12
Stormwater Detention - Drainage Calcs	0	8	24	0	0	32
Stormwater Detention - Site Details and Specifications	0	8	20	0	8	36
Stormwater Detention - Coordination and Meetings	0	4	4	0	0	8
Stormwater Detention - QC/QA	1	8	4	0	0	13
Design Visualization and Graphic Renderings (1 added)	2	2	8	4	40	56
Subtotal	13	69	111	34	82	309
Preliminary Right of Way Plans						
Right of way on Plan and Profiles (14 parcels added)	0	0	1	2	12	15
Right of way on Construction Detail Sheets (14 parcels added)	0	0	1	2	12	15
Plat No. 1 Edits	0	0	0	0	4	4
QC/QA Review	1	2	4	0	4	11
Subtotal	1	2	6	4	32	45
Final Right of Way Plans						
Final Right of Way on Plan and Profiles (14 parcels added)	0	0	1	2	4	7
Final Right of Way on Construction Details (14 parcels added)	0	0	1	2	4	7
Final R/W Coordination	0	0	4	2	2	8
Final Plat No. 1	0	1	1	1	2	5
QC/QA Review	2	2	4	0	2	10
Subtotal	2	3	11	7	14	37
All Submittals Subtotal	16	74	128	45	128	391
TOTAL HOURS	16	74	128	45	128	391
WEIGHTED HOURLY RATE	\$203.22	\$156.73	\$126.86	\$90.49	\$128.76	
DIRECT SALARY COST	\$3,251.52	\$11,598.02	\$16,238.08	\$4,072.05	\$16,481.28	\$51,640.95
DIRECT COSTS (See Below)						\$0.00
TOTAL FEE (ROUNDED DOWN)						\$51,600.00

	Unit Cost	Quantity	Cost
Mileage	\$0.380	0	\$0.00
Shipping	LSUM	0	\$0.00
Meals	\$26.00	0	\$0.00
Lodging	\$89.00	0	\$0.00
Blueprints	\$1.50	0	\$0.00
Copies	\$0.10	0	\$0.00
TOTAL =			\$0.00

*Original: Assume 7 trips to Westfield (Topo check, Public Info Meeting x2, Public Hearing x1, Constructability Review x3)

**Majority of meetings that have been added have been virtual, therefore, no mileage added

AMERICAN STRUCTUREPOINT, INC.							
MANHOUR JUSTIFICATION							
PROJECT: 1801731 SR 32 Retaining Walls, Stair and Railing Details				Mar 06, 2021			
DESCRIPTION: MSE Retaining Wall, MSE Wall Aesthetics and handrails, Stair Details							
WORK CLASSIFICATION	ESTIMATED TIME						TOTAL
	Principal	Project Manager	Senior Engineer	Staff Engineer	Senior Technician	Technician	
90% Plan Submittal							
Prepare and Check Moment Slab & Railing Details		2	4		2	10	
Prepare and Check Moment Slab & Railing Quantities			1	2			
Prepare and Check MSE Fill Wall Details		2	4	8	2	16	
Prepare and Check MSE Fill Wall Quantities			1	2			
Prepare and Check Cut Wall Details		2	4	8		12	
Prepare and Check Cut Wall Quantities			1	2			
Prepare and Check Handrail & Stair Details		2	4			16	
Prepare and Check Handrail & Stair Quantities			1	2			
Special Provisions		2	4				
Coordination		4			2		
Tracings Submittal							
Revise Plans Per Final Check Print Review		2	2		2	4	
Revise Quantities Per Final Check Print Review			2	2			
Construction Cost Estimate		1	1	2			
Final Special Provisions		1	1				
Construction							
Review Shop Drawings		1		10			
Construction Questions		2					
TOTAL HOURS	0	21	30	38	8	58	
AVERAGE HOURLY RATE	\$ 220.50	\$ 201.05	\$ 155.05	\$ 89.52	\$ 127.37	\$ 71.55	
DIRECT SALARY COST	\$ -	\$ 4,222.05	\$ 4,651.50	\$ 3,401.76	\$ 1,018.96	\$ 4,149.90	\$ 17,444.17
TOTAL FEE							\$ 17,444.17

AMERICAN STRUCTUREPOINT, INC.**MAN-HOUR JUSTIFICATION - Des 1801731**

12/17/2020

PROJECT: SR 32 Roadway Improvements, Westfield, Hamilton County, Indiana (2018.01349)**DESCRIPTION: Prepare State Environmental Assessment**

WORK CLASSIFICATION	ESTIMATED TIME						TOTAL
	Project Manager	Project Engineer	Sr. Env. Specialist	Environmental Specialist	Staff Scientist	Senior Technician	
Step 1 -- Develop Purpose and Need							
Project Kick-off Meeting (complete)	0	0	0	0	0	0	0
Determine Purpose and Need (complete)	0	0	0	0	0	0	0
Obtain/Notify Project Area Property Owners (complete)	0	0	0	0	0	0	0
Step 2 -- Alternative Analysis							
Identify/Evaluate Conceptual Alternatives (complete)	0	0	0	0	0	0	0
Step 3 -- Environmental Analysis							
Early Coordination w/ resource Agencies (complete)	0	0	0	0	0	0	0
Step 4 -- Prepare Categorical Exclusion							
Description of the Action	0	0	2	0	4	0	6
General Brief Project/Action			1		2		3
Estimated Cost and Schedule			1		2		3
Background Information	4	0	9	0	18	0	31
Project Description/Preferred Alternative			4		8		12
Purpose and Need for Project			1		2		3
Other Alternatives Considered			4		8		12
QA/QC Review	4						4
Assessment of Environmental Impact	12	0	34.5	0	77	0	123.5
Recreational Area			1		2		3
Other Resources (Natural or Man-Made)			1		2		3
Cultural Resources			6		12		18
Fish, Wildlife, or Plant Life/			2		4		6
ETR Species			2		4		6
Water Resources			1		2		3
Agricultural Land			0.5		1		1.5
Permits			1		2		3
Hazardous Materials			2		6		8
Noise			2		4		6
Dust /Air Quality			1		2		3
Scenic Value			1		2		3
Traffic (Increased Congestion)			4		8		12
Regulatory Compliance			2		4		6
Statement of Impacts			8		22		30
QA/QC Review	12						12
Step 5 -- Assemble Categorical Exclusion							
Assemble Draft Document	0	0	8	0	16	0	24
Prepare Graphics	0	0	4	0	24	0	28
Compile Document per INDOT Review	0	0	4	0	16	0	20
Project Management/Client Coordination (Weekly x 52, DCM x 12)	0	0	40	0	80	0	120
Total Hours	16	0	102	0	235	0	353
Average Hourly Rate	\$ 203.22	\$ 126.86	\$ 168.24	\$ 110.66	\$ 73.19	\$ 128.76	
Direct Salary	\$ 3,251.52	\$ -	\$ 17,076.36	\$ -	\$ 17,199.65	\$ -	\$ 37,527.53
Direct Expenses							\$ -
Total Cost							\$ 37,527.53

Direct Expenses	Unit Cost	Unit	Quantity	Cost
Lodging				\$ -
Per Diem	\$ 30.00	person/day	0	\$ -
Mileage	\$ 0.54	Miles	0	\$ -
				\$ -
				\$ -
				\$ -
HazMat Database Report	\$ 350.00	Lump Sum	0	\$ -
				\$ -
Total				\$ -

AMERICAN STRUCTUREPOINT, INC.**MAN-HOUR JUSTIFICATION - Des 1801731**

12/17/2020

PROJECT: SR 32 Roadway Improvements, Westfield, Hamilton County, Indiana (2018.01349)

DESCRIPTION: Cultural Resources/COA

WORK CLASSIFICATION	Project Manager	Project Engineer	Sr. Env. Specialist	Environmental Specialist	Staff Scientist	Senior Technician	TOTAL
Interested Parties/INDOT CRO Coordination	8	0	16	0	80	0	104
State Review Board Appearance (3)	8	0	36	0	120	0	164
Coordinate/Develop Mitigation Measures	0	0	20	0	40	0	60
Certificate of Approval Application	8	0	20	0	40	0	68
Total Hours	24	0	92	0	280	0	396
Average Hourly Rate	\$ 203.22	\$ 126.86	\$ 168.24	\$ 110.66	\$ 73.19	\$ 128.76	
Direct Salary Cost	\$ 4,877.28	\$ -	\$ 15,478.08	\$ -	\$ 20,493.20	\$ -	\$ 40,848.56
Direct Expenses							\$ 64,163.16
Total Fee							\$ 105,011.72

Direct Expenses	Unit Cost	Unit	Quantity	Cost
Lodging				\$ -
Per Diem	\$ 30.00	person/day	0	\$ -
Mileage	\$ 0.54	Miles	0	\$ -
				\$ -
COA Services (Pre-qualified Professional)	\$ 64,163.16	Lump Sum	1	\$ 64,163.16
				\$ -
				\$ -
Total				\$ 64,163.16

WEINTRAUT & ASSOCIATES, INC.

November 30, 2020

Briana Hope
Structurepoint
Shadeland Station
Indianapolis, Indiana 46077

Re: SR 32 Westfield, Hamilton County, Indiana: additional archaeology sites, out of scope items associated with Section 106, and scope items associated with State Cultural Resource Review Process

Dear Ms. Hope:

With the change in funding from federal to state, I have rescoped the work necessary to complete the cultural resources portion of the project. I have also included work for tasks that were out-of-scope per the proposal dated October 5, 2018.

During the Phase Ia archaeological field reconnaissance of the project area, eight previously undocumented sites, 12H1862 through 12H1867, 12H1869, and 12H1871, were recorded. Each of these sites incurs a charge of \$3,000 per site (total of \$24,000.00).

Other out-of-scope activities for Section 106 included reviews of the Alternatives Analysis and monthly design meetings.

The objective of this scope is to bring to conclusion any activities associated with Section 106 of the National Historic Preservation Act of 1966, as amended, and CFR Part 800 (Revised January 2001) and Final Rule on Revision of Current Regulations, dated December 12, 2000, and incorporating amendments effective August 5, 2004 and to complete the cultural resource studies as referenced in the Indiana Department of Transportation's *Cultural Resource Manual* for the State Environmental Policy Act (SEPA). Archeological investigations will be conducted in accordance and compliance with the Secretary of the Interior's "Standards and Guidelines for Archaeology and Historic Preservation" (48 FR 44716), the current version of the Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology's (IDNR, DHPA) "Guidebook: Indiana Historic Sites and Structures Inventory - Archaeological Sites", and recent amendments to the Indiana Historic Preservation Act (IC 14-21-1). The field work, laboratory analysis and preparation of the final report and recommendations will be accomplished or directly supervised by a qualified professional archaeologist meeting the standards set forth in 312-IAC-21 of the Indiana Administrative Code.

Section 106 Activities – out of scope:

- Reviews of Alternatives Analysis;
- Monthly design meetings;
- Agency meetings.

Deliverables:

- Regular Archaeology Report;
- Certificate of Approval.

Coordination:

- All work efforts will be coordinated through Owner's representative and INDOT-Cultural Resources Office (CRO).

Activity for SEPA:

- The following tasks associated with the Aboveground Study:
 - W&A will coordinate (2) site visits and/or historic preservation meetings with interested parties.
 - W&A will prepare a meeting summary for those two (2) meetings.
 - W&A will attend four (4) agency meetings (two have occurred).
 - W&A will participate in fifteen (15) team meetings/conference calls (5 have occurred).
 - W&A will prepare a Finding document.
- The following tasks associated with the Certificate of Approval will need to be completed:
 - W&A will prepare a mitigation plan as a discussion point for historic preservation stakeholders (interested parties).
 - Consult with historic preservation stakeholders regarding a memorandum of agreement/understanding regarding mitigation (one meeting).
 - Prepare a Certificate of Approval (COA).
 - Submit COA to Structurepoint (one round of revisions).
 - Submit COA to INDOT-CRO (one round of revisions).
 - Submit to the State Review Board (Note Board meets quarterly and all materials must be submitted 45 days in advance of the meeting).
 - Prepare a presentation and attend State Review Board meeting to answer questions posed by Board.
 - Prepare a follow-up presentation that addresses the questions posed by the State Review Board.

Assumptions:

- A preliminary mitigation plan will be prepared to provide parameters for the mitigation for SEPA;
- A total of three (3) meetings or site visits with DHPA and/or interested parties will be necessary to discuss the listed properties/impacts to properties and to discuss the mitigation plan (for COA to show appropriate mitigation with interested parties).
- The COA will be tabled after the first presentation and two presentations will be necessary for approval [No more than three (3) presentations will be made to the State Review Board.]
- The first COA presentation will be to introduce
- The COA will be approved at the second or third State Review Board meeting.
- Mitigation activities will be scoped at a later date.

Information Supplied by Client

- Graphics and renderings for the COA presentations;
- Project Description;
- Plans.

Items Specifically Not Included

- Any archeological studies beyond the Phase Ia (specifically Phase Ib, Phase Ic, Phase II and Phase III) are excluded.
- Preparation of a Memorandum of Agreement for Section 106.
- Mitigation activities that are stipulated in the Memorandum of Agreement.
- Consultation with the Advisory Council on Historic Preservation.
- Additional meetings (beyond those specifically noted in the above-listed activities).

Please note that all historians and archaeologists on staff meet or exceed the professional standards for conducting this work. Please feel free to call if you have questions. Thank you for the opportunity to submit this proposal.

Best regards,

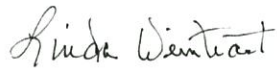
A handwritten signature in cursive script, appearing to read "Linda Wentworth".

EXHIBIT B1



7988 Centerpoint Drive, Suite 100
Indianapolis, Indiana 46256
317.849.4990 | atcgroupservices.com

February 4, 2021

Mr. Ken Olson, P.E.
Road Group – Project Manager
American Structurepoint Inc.
9025 River Road, Suite 200
Indianapolis, Indiana 46240
kolson@structurepoint.com

Re: Proposal for Geotechnical Engineering Investigation
State Road 32 Reconstruction and Widening
Shamrock Boulevard to East Street
Hamilton County, Indiana
ATC Proposal No.: 21-01722

Dear Mr. Olson:

ATC is pleased to submit this proposal for performing a geotechnical engineering investigation for the referenced project.

PROJECT CHARACTERISTICS

It is our understanding that the project will consist of the reconstruction and widening of State Road 32 beginning approximately 200 ft east of Shamrock Boulevard and ending approximately 515 ft east of East Street in the southwestern portion of Hamilton County, Indiana. The reconstructed roadway will include two-12 ft wide travel lanes in each direction, sidewalks, curb and gutter and new storm sewers.

The existing culvert structure for State Road 32 over Tributary of Grassy Branch (Structure No. 10) will be replaced with a 14 ft x 6 ft precast concrete box structure with a length of 220 feet at a skew of 14°43'48" left. Two retaining walls will be required on the south side of this project. Retaining Wall No. 1 will be located between approximately Station 105+69 and Station 106+17, Line "B". Retaining Wall No. 1 is expected to be about 7 feet high and situated immediately adjacent to an existing building. Retaining Wall No. 2 will be located on the south side of State Road 32 at the intersection with East Street. Retaining Wall No. 2 is expected to be approximately 310 feet long and varying in height from 18 feet to 10 feet and situated immediately adjacent to the edge of State Road 32.

EXHIBIT B1



SCOPE OF SERVICES

The objectives of this investigation are to evaluate the existing subsurface conditions at the site and to develop recommendations necessary for the design and construction of the soil supported elements of the proposed project. The proposed subsurface exploration consists of drilling a total of 16 soil test borings and the test borings will be drilled to depths of 10 to 40 ft. Two structure borings will be drilled for Culvert Structure No. 10 to a depth of 30 feet and one hand auger boring will be completed at the flow line. Two test borings will be drilled for Retaining Wall No. 1 to depths ranging from 15 ft to 20 ft. Six test borings will be drilled for Retaining Wall No. 2 to depths ranging from 30 ft to 40 ft. Five test borings will be drilled along the proposed alignment in areas of proposed cuts and fills to supplement the preliminary subsurface investigation completed in February 2020.

Split-barrel samples (American Association of State Highway and Transportation Officials-AASHTO-Method T206) will be obtained at 2.5 ft intervals to a depth of 15 ft below the existing ground surface and at 5 ft intervals elsewhere. Ground water level observations will be made during drilling operations, immediately after withdrawal of the augers from the borings and approximately 24 hours after completion of drilling in selected borings. Additionally, in accordance with topsoil sampling requirements per INDOT Geotechnical Manual, Section 3.6.6, one topsoil sample will be collected from each quadrant of each structure. Relatively undisturbed Shelby tube samples will be obtained of clayey soils as deemed necessary by the engineer. The test borings will be backfilled in accordance with INDOT Aquifer Protection Guidelines and the upper 1 ft of the boreholes will be plugged with concrete.

A reconnaissance of the project site will be made by a geotechnical engineer from our staff and the boring locations will be established in the field at that time. ATC will contact Indiana 811 to locate underground utilities that are owned by the member utility companies; however, it is assumed that the owner's representative will accurately mark in the field the locations of all underground utilities that are part of the owner's physical plant (i.e., all underground utilities that are not part of the Indiana 811 locate service members). This proposal does not include fees for the repair of, or other fees associated with, damaged underground utilities that are not accurately marked in the field and ATC will not be responsible for costs associated with damages to underground utilities that are not accurately marked in the field. This proposal does not include fees to retain private underground utility locate services on the owner's behalf. If requested, ATC can arrange the services of a private underground utility locate service on the owner's behalf for additional fees.

Laboratory tests will be performed as necessary to establish the significant characteristics and parameters of the foundation soils. The laboratory testing program tentatively includes moisture content tests, Atterberg limits tests and unconfined compressive strength tests on samples selected by the geotechnical engineer; however, the actual laboratory testing program will depend upon the specific subsurface conditions encountered in the test borings and the soil samples obtained.

EXHIBIT B1



In addition to engineering classification tests, the laboratory testing program will include a standard Proctor maximum dry density test performed on a representative sample of the pavement subgrade soils. A resilient modulus value to be used for pavement design will be based upon lab testing.

After completion of the field investigation and laboratory tests, an engineering report will be prepared containing recommendations to guide design and construction of the bridge foundations, the proposed retaining wall, the roadway embankments, the pavement foundations and the earth related elements of the pavement (i.e., resilient modulus values and subgrade treatment types). It is our understanding that the project will include federal funding and therefore the proposed subsurface exploration, laboratory testing program and engineering analyses are in general conformance with the requirements of the Indiana Department of Transportation – Geotechnical Services Division guidelines for geotechnical investigations.

This proposal is based on the following exclusions, conditions and assumptions:

- The test borings proposed on the existing alignment of State Road 32 must be completed at night due to traffic volume.
- The cost estimate does not include surveying the ground surface elevations at the test boring locations. The ground surface elevations at the test boring locations can be estimated based upon current topographic mapping, if available.
- All auger cuttings that cannot be placed to backfill the boreholes can be distributed on-site.
- The scope of this investigation does not include characterization or containerization of the auger-cuttings and drilling fluids; or the disposal of the auger cuttings, drillings fluids and/or containers.
- This proposal does not include costs for restitution for crop or landscape damage and ATC will not be responsible for damage to crops and landscaping or the restoration of landscaping.
- The scope of this investigation does not include identification or delineation of wetlands or floodplains.
- The subsurface investigation outlined in this proposal assumes that there are no hazardous materials in the soil or in the ground water underlying the site and this study is not designed to detect or identify such materials. If it becomes apparent during the field investigation that hazardous materials may be present, field operations will be terminated. The investigation would be resumed only after renegotiation of the scope of services and fees to cover appropriate health and safety precautions and proper consideration of the new information. ATC can provide complete services relative to the assessment of contaminated sites.

EXHIBIT B1



FEE ESTIMATE

We propose to perform the scope of services described herein according to the unit charges for the applicable items as shown on the attached fee schedule. The cost of the study will not exceed \$36,500.00, unless unexpected subsurface conditions are encountered or the project characteristics are changed significantly. If a bulldozer is required to clear access the boring locations, the additional costs for such assistance will be based upon the attached fee schedule. If any changes in the program are indicated by the initial findings, we will consult with you and, with your approval, make such changes as are considered necessary. In any case, the cost estimate will not be exceeded without additional approval from you and changes to the scope of work will require a written change order.

Our estimate covers the work needed to present our findings and recommendations in a report form. Not included are fees for the preparation or review of construction documents (e.g., plans and specifications), special conferences and any other work requested after submittal of our report (except for the INDOT required "Foundation Review" form and the "Geotechnical Review of Final Check Prints" form).

AUTHORIZATION

Our professional services will be performed, our findings obtained and our recommendations prepared in accordance with customary principles and practices in the field of geotechnical engineering at the time and location where the services are performed. This warranty is in lieu of all other warranties either express or implied and no other warranties will be given.

This proposal is based upon the assumption that this document will be incorporated into a Task Order according to the Standard Form of Agreement between Engineer and Consultant for On-Call Professional Services between American Structurepoint, Inc. and ATC Group Services LLC dated January 1, 2016 and that this proposal will serve to define the scope of services and fees for the Task Order.

If you have any questions concerning this proposal, please do not hesitate to call me.

Sincerely,

ATC GROUP SERVICES LLC

A handwritten signature in blue ink, appearing to read "Ellen Anne W. Wilkinson".

Ellen Anne W. Wilkinson, P.E.
Senior Geotechnical Engineer

Attachments

EXHIBIT B1



Proposed Boring Program

State Road 32 Reconstruction and Widening

From 200 ft east of Shamrock Blvd to 515 ft east of East Street

INDOT Des. No. 1801731, Hamilton County, Indiana

Boring ID	Proposed Depth (ft)	Line	Station	Offset (ft)	Rt/Lt	Rig Type	Description
RB-101	15	B	106+00	15	Lt	Truck	cut - Road Widening
RW-01	20	B	105+70	60	Rt	Truck	Retaining Wall 1
RW-02	20	B	106+15	60	Rt	Truck	Retaining Wall 1
RB-102	15	B	109+00	30	Rt	Truck	Cut - Road Widening
DS-01	30	B	110+20	50	Rt	Truck	Structure No. 10
DS-02	30	B	110+29	140	Lt	Truck	Structure No. 10
HA-01	5	B	109+89	170	Lt	Hand	Structure No. 10
RB-103	15	B	124+75	20	Rt	ATV	Fill - Road Widening
RB-104	15	B	125+20	60	Lt	Truck	Cut - Road Widening
RW-101	40	B	124+40	150	Rt	ATV	Retaining Wall 2
RW-102	40	B	124+90	105	Rt	ATV	Retaining Wall 2
RW-103	40	B	125+30	75	Rt	ATV	Retaining Wall 2
RW-104	40	B	125+80	60	Rt	Truck	Retaining Wall 2
RW-105	30	B	126+30	45	Rt	Truck	Retaining Wall 2
RW-106	30	B	127+10	40	Rt	Truck	Retaining Wall 2
RB-105	10	B				Truck	Road Boring
Total	395						16

EXHIBIT B1

Geotechnical Engineering Services

ATC Group Services LLC
2021 Fee Schedule
INDOT Appendix A

State Road 32 Reconstruction and Widening

From 200 ft east of Shamrock Blvd to 515 ft east of East Street

INDOT Des. No. 1801731, Hamilton County, Indiana

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
<u>GEOTECHNICAL FIELD</u>				
1. Mobilization and Field Coordination				
a. SPT Rig	2	ea	\$284.00	\$568.00
b. CPT		ea	\$475.00	\$0.00
c. Mileage	40	mi	\$3.70	\$148.00
2. Truck mounted borings with split-spoon sampling				
a. Standard	190	ft	\$20.00	\$3,800.00
b. Night time	65	ft	\$23.60	\$1,534.00
3. Truck mounted borings with drilling fluid				
a. Standard		ft	\$22.00	\$0.00
b. Night time		ft	\$26.00	\$0.00
4. Truck mounted core drilling				
a. Standard		ft	\$41.00	\$0.00
b. Night time		ft	\$48.40	\$0.00
5. Truck mounted borings				
a. Truck mounted borings through bedrock or boulders or concrete pavement				
i. Standard		ft	\$41.00	\$0.00
ii. Night time		ft	\$48.40	\$0.00
b. Bridge deck coring and restoration				
i. Standard		ea	\$368.00	\$0.00
ii. Night time		ea	\$434.00	\$0.00
6. Cone penetrometer testing				
a. Set up				
i. Standard		ea	\$84.00	\$0.00
ii. Night time		ea	\$99.00	\$0.00
b. Subsurface profiling				
i. Standard		ft	\$13.00	\$0.00
ii. Night time		ft	\$15.00	\$0.00
c. Profiling with pore pressure measurement				
i. Piezometric Saturation				
a. Standard		ea	\$98.00	\$0.00
b. Night time		ea	\$115.00	\$0.00
ii. Penetration				
a. Standard		ft	\$15.25	\$0.00
b. Night time		ft	\$18.00	\$0.00
iii. Pore water dissipation test				
a. Standard		hr	\$200.00	\$0.00
b. Night time		hr	\$235.00	\$0.00
iv. Hydraulic conductivity and consolidation				
a. Standard		ea	\$79.00	\$0.00
b. Night time		ea	\$93.00	\$0.00

EXHIBIT B1

Geotechnical Engineering Services

ATC Group Services LLC
2021 Fee Schedule
INDOT Appendix A

		<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
6.	d. Profiling with Shearwave Velocity Measurement				
	i. Standard		ft	\$17.00	\$0.00
	ii. Night time		ft	\$20.00	\$0.00
	e. Sample				
	i. Standard		ea	\$26.00	\$0.00
	ii. Night time		ea	\$30.00	\$0.00
7.	Hand or truck soundings				
	a. Standard		ft	\$13.25	\$0.00
	b. Night time		ft	\$15.50	\$0.00
8.	Hand auger drilling				
	a. Standard	5	ft	\$13.75	\$68.75
	b. Night time		ft	\$16.25	\$0.00
9.	Skid mounted borings with split-spoon sampling				
	a. Standard	135	ft	\$32.00	\$4,320.00
	b. Night time		ft	\$37.75	\$0.00
10.	Skid mounted borings using drilling fluid				
	a. Standard		ft	\$33.50	\$0.00
	b. Night time		ft	\$39.50	\$0.00
11.	Skid mounted core drilling				
	a. Standard		ft	\$46.00	\$0.00
	b. Night time		ft	\$54.00	\$0.00
12.	Skid mounted boring through bedrock or boulders				
	a. Standard		ft	\$48.00	\$0.00
	b. Night time		ft	\$56.00	\$0.00
13.	Skid mounted soundings				
	a. Standard		ft	\$19.00	\$0.00
	b. Night time		ft	\$22.00	\$0.00
14.	Skid Mounted Cone Penetrometer Testing (CPT)				
	a. Set up				
	i. Standard		ea	\$121.00	\$0.00
	ii. Night time		ea	\$143.00	\$0.00
	b. Subsurface profiling				
	i. Standard		ft	\$18.75	\$0.00
	ii. Night time		ft	\$22.00	\$0.00
	c. Profiling with pore pressure measurement				
	i. Piezometric Saturation				
	a. Standard		ea	\$116.00	\$0.00
	b. Night time		ea	\$137.00	\$0.00
14	ii. Penetration				
	a. Standard		ft	\$22.00	\$0.00
	b. Night time		ft	\$26.00	\$0.00
	iii. Pore Water Dissipation Test				
	a. Standard		hr	\$231.00	\$0.00
	b. Night time		hr	\$273.00	\$0.00
	iv. Hydraulic Conductivity and Consolidation				
	a. Standard		ea	\$89.00	\$0.00
	b. Night time		ea	\$105.00	\$0.00

EXHIBIT B1

Geotechnical Engineering Services

ATC Group Services LLC
2021 Fee Schedule
INDOT Appendix A

		<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
14.	d. Profiling with Shearwave Velocity Measurement				
	i. Standard		ft	\$26.25	\$0.00
	ii. Night time		ft	\$31.00	\$0.00
	e. Sample				
	i. Standard		ea	\$34.00	\$0.00
	ii. Night time		ea	\$40.00	\$0.00
15.	Furnishing of a boat		Actual Cost	1.0	\$0.00
16.	Barge set-up expenses				
	a. Navigable water				
	i. Barge set-up		ea	\$6,300.00	\$0.00
	ii. Rental of support equipment and/or boat		Actual Cost	1.0	\$0.00
	iii. Drill rig down time		hr	\$157.00	\$0.00
	b. Non-navigable water barge set-up		ea	\$5,250.00	\$0.00
17.	Additional disassembly and reassembly				
	a. Navigable water		ea	\$2,200.00	\$0.00
	b. Non-navigable water		ea	\$2,000.00	\$0.00
18.	Barge mounted borings with split spoon sampling		ft	\$35.00	\$0.00
19.	Barge mounted core drilling		ft	\$48.00	\$0.00
20.	Barge mounted boring through bedrock or boulders		ft	\$48.00	\$0.00
21.	Barge mounted soundings		ft	\$21.00	\$0.00
22.	Casing through water		ft	\$9.00	\$0.00
23.	Uncased sounding through water		ft	\$6.00	\$0.00
24.	Set up for borings and machine soundings				
	a. Borings and machine soundings less than 20 ft deep	5	ea	\$74.00	\$370.00
	b. Rock core borings		ea	\$126.00	\$0.00
25.	Additional 2-in. split spoon sampling	7	ea	\$22.00	\$154.00
26.	3-in. split spoon samples		ea	\$24.00	\$0.00
27.	3-in. Shelby tube samples	2	ea	\$66.00	\$132.00
28.	Bag samples				
	a. 25-lb sample	1	ea	\$54.00	\$54.00
	b. 5-lb sample		ea	\$35.00	\$0.00
29.	Field vane shear test				
	a. Standard		ea	\$121.00	\$0.00
	b. Night time		ea	\$143.00	\$0.00
30.	4½-in. cased hole		ft	\$13.25	\$0.00
31.	Installation of Geotechnical Instruments				
	a. Inclinator casing installation				
	i. Standard		ft	\$16.00	\$0.00
	ii. Night time		ft	\$19.00	\$0.00
	b. Piezometer installation up to 25 ft below surface		ea	\$284.00	\$0.00
	c. Piezometer installation deeper than 25 ft below surface		ea	\$315.00	\$0.00
	d. Metal protective outer cover for inclinometer and piezometer casings		ea	\$132.00	\$0.00
32.	Railroad expenses		Actual Cost	1.0	\$0.00
33.	Twenty-four hour water levels				
	a. Field measurements per borehole				
	i. Standard	5	ea	\$40.00	\$200.00

EXHIBIT B1

Geotechnical Engineering Services

ATC Group Services LLC
2021 Fee Schedule
INDOT Appendix A

		<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
	ii. Night time		ea	\$48.00	\$0.00
33.	b. PVC slotted pipe	100	ft	\$6.50	\$650.00
34.	Special borehole backfilling				
	a. 0 to 15 ft				
	i. SPT				
	a. Standard	11	ea	\$150.00	\$1,650.00
	b. Night time	5	ea	\$175.00	\$875.00
	ii. CPT				
	a. Standard		ea	\$49.00	\$0.00
	b. Night time		ea	\$57.00	\$0.00
	b. More than 15 ft				
	i. SPT				
	a. Standard		ft	\$7.00	\$0.00
	b. Night time		ft	\$8.25	\$0.00
	ii. CPT				
	a. Standard		ft	\$2.00	\$0.00
	b. Night time		ft	\$2.40	\$0.00
	c. Pavement restoration				
	i. Standard		ea	\$65.00	\$0.00
	ii. Night time	5	ea	\$75.00	\$375.00
35.	Equipment Rental		Actual Cost	1.0	\$0.00
36.	Traffic control				
	a. Flag crew	0	day	\$800.00	\$0.00
	b. Equipment Rental and professional traffic control services	\$4,000.00	Actual Cost	1.0	\$4,000.00
	c. Flag crew with equipment	0	day	\$950.00	\$0.00
37.	Centerline surveying		Actual Cost	1.0	\$0.00
38.	Percolation Test				
	a. Granular Soils (A-1, A-2, A-3)	0	ea	\$2,000.00	\$0.00
	b. Cohesive Soils (A-4, A-5, A-6, A-7)	0	ea	\$3,000.00	\$0.00
Subtotal - Geotechnical Field					\$18,898.75
<u>GEOTECHNICAL LABORATORY</u>					
39.	Sieve analysis for soils	12	ea	\$52.00	\$624.00
40.	Hydrometer analysis	12	ea	\$61.00	\$732.00
41.	Sieve analysis for Aggregates				
	a. Analysis by Washing (AASHTO T-11)		ea	\$81.00	\$0.00
	b. Analysis by Using (AASHTO T-27)		ea	\$142.00	\$0.00
42.	Liquid limit	6	ea	\$41.00	\$246.00
43.	Plastic limit & plasticity index	6	ea	\$30.00	\$180.00
44.	Liquid Limit Ratio		ea	\$79.00	\$0.00
45.	pH test	12	ea	\$16.50	\$198.00
46.	Loss on Ignition Test				
	a. Loss on Ignition Test (Conventional)	10	ea	\$26.00	\$260.00
	b. Loss on Ignition Test (Sequential)		ea	\$55.00	\$0.00
	c. Organic content based on Colorimeter		ea	\$26.00	\$0.00
47.	Topsoil Tests				
	a. Phosphorus tests	6	ea	\$23.00	\$138.00

Geotechnical Engineering Services

EXHIBIT B1

ATC Group Services LLC
2021 Fee Schedule
INDOT Appendix A

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
b. Potassium tests	6	ea	\$23.00	\$138.00

EXHIBIT B1

Geotechnical Engineering Services

ATC Group Services LLC
2021 Fee Schedule
INDOT Appendix A

		<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
48	Moisture Content Test				
	a. Moisture Content Test (Conventional)	100	ea	\$7.25	\$725.00
	b. Moisture Content Test (Microwave)		ea	\$9.00	\$0.00
49	Expansion Index of Soils		ea	\$247.00	\$0.00
50	Specific Gravity Test		ea	\$38.00	\$0.00
51	Unit weight determination	2	ea	\$19.00	\$38.00
52	Hydraulic Conductivity Test				
	a. Constant Head		ea	\$247.00	\$0.00
	b. Falling Head		ea	\$300.00	\$0.00
53	Unconfined Compression Test on soils & Rocks				
	a. Unconfined Compression Test (Soils)	10	ea	\$50.00	\$500.00
	b. Remolding of soil samples with chemical admixtures in chemical soil modification/stabilization (3 samples is equal to 1 unit)		ea	\$125.00	\$0.00
	c. Point Load Strength Index of Rock		ea	\$55.00	\$0.00
54	Compressive Strength and Elastic Moduli of Intact Rock			\$0.00	\$0.00
	a. Compressive Strength of Intact Rock		ea	\$120.00	\$0.00
	b. Elastic Moduli of Intact Rock		ea	\$452.00	\$0.00
55	Consolidation Test		ea	\$500.00	\$0.00
56	Triaxial test			\$0.00	\$0.00
	a. Unconsolidated - Undrained (UU)		ea	\$375.00	\$0.00
	b. Consolidated - Undrained (CU)		ea	\$550.00	\$0.00
	c. Consolidated - Drained (CD)		ea	\$775.00	\$0.00
	d. Pore Pressure measurement with a. or b. and use of back pressure for saturation		ea	\$0.00	\$0.00
			ea	\$260.00	\$0.00
57	Direct Shear Test		ea	\$575.00	\$0.00
58	Moisture-Density Relationship Test				
	a. Standard Proctor	1	ea	\$150.00	\$150.00
	b. Modified Proctor		ea	\$165.00	\$0.00
59	Soil Support Testing			\$0.00	\$0.00
	a. Resilient Modulus on remolded soil sample	1	ea	\$660.00	\$660.00
	b. Resilient modulus on Shelby tube sample	1	ea	\$420.00	\$420.00
60	Collapse Potential Evaluation Test				
	a. Cohesive or Expansive Soils		ea	\$500.00	\$0.00
61	Water Soluble Sulfate Test	6	ea	\$110.00	\$660.00
62	Water Soluble Chloride Test		ea	\$110.00	\$0.00
63	Soil Resistivity Test		ea	\$150.00	\$0.00
64	Rock Durability Tests				
	a. Slake Durability Index Test		ea	\$140.00	\$0.00
	b. Jar Slake Test		ea	\$15.00	\$0.00
Subtotal - Geotechnical Laboratory					\$5,669.00

EXHIBIT B1

Geotechnical Engineering Services

ATC Group Services LLC
2021 Fee Schedule
INDOT Appendix A

		<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
<u>CONSTRUCTION INSPECTION AND MONITORING</u>					
74	Pressuremeter Testing services		day	\$1,800.00	\$0.00
75	Mobilization of testing Equipment		LS	\$200.00	\$0.00
77	Integrity testing		Actual Cost	1.0	\$0.00
79	Dynamic pile analysis		ea	\$1,100.00	\$0.00
81	Dynamic pile load test		Actual Cost	1.0	\$0.00
82	CAPWAP-C analysis		ea	\$600.00	\$0.00
Subtotal - Construction Inspection and Monitoring					\$0.00
<u>PAVEMENT INVESTIGATION</u>					
88.	Mobilization of coring equipment		LS	\$225.00	\$0.00
89.	Mobilization mileage for coring equipment		mi	\$2.00	\$0.00
90.	Pavement core (partial depth)		ea	\$140.00	\$0.00
91.	Pavement core (full depth)				
	a. Standard		ea	\$215.00	\$0.00
	b. Night time		ea	\$255.00	\$0.00
92.	Sub-base sample		ea	\$66.00	\$0.00
93.	Cement concrete pavement core density determination		ea	\$36.00	\$0.00
94.	Cement concrete core compressive strength test		ea	\$35.00	\$0.00
95.	Bituminous extraction test		ea	\$90.00	\$0.00
96.	Sieve analysis of extracted aggregate test		ea	\$61.00	\$0.00
97.	Recovery of asphalt from solution by Abson method		ea	\$378.00	\$0.00
98.	Theoretical maximum specific gravity test		ea	\$80.00	\$0.00
99.	Bulk specific gravity test		ea	\$35.00	\$0.00
100.	Air voids calculation		ea	\$31.00	\$0.00
101.	Core report		ea	\$65.00	\$0.00
Subtotal - Pavement Investigation					\$0.00
<u>GEOTECHNICAL ENGINEERING</u>					
	Engineer/Scientist	5	hr	\$52.63	\$263.15
	Staff Engineer/Scientist	0	hr	\$64.86	\$0.00
	Project Engineer/Scientist	10	hr	\$90.89	\$908.90
	Senior Registered Engineer/Certified Scientist	59.5	hr	\$119.19	\$7,091.81
	Principal Engineer/Scientist	9	hr	\$154.27	\$1,388.43
	Project Administrator	4	hr	\$48.82	\$195.28
	Clerical Services	5	hr	\$39.02	\$195.10
	Senior Draftsperson	10	hr	\$87.46	\$874.60
	Draftsperson	0	hr	\$57.83	\$0.00
	Senior Technician	14	hr	\$60.21	\$842.94
	Mileage	40	mile	\$0.575	\$23.00
	Per Diem	\$ -	Cost	1.0	\$0.00
	Lodging	\$ -	Cost	1.0	\$0.00
	Permits	\$ -	Cost	1.0	\$0.00
Subtotal - Geotechnical Engineering					\$11,783.21

Geotechnical Engineering Services

EXHIBIT B1

ATC Group Services LLC
2021 Fee Schedule
INDOT Appendix A

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
<u>Summary of Fees</u>				
Geotechnical Field				\$18,898.75
Geotechnical Laboratory				\$5,669.00
Geotechnical Engineering				\$11,783.21
Construction Inspection and Monitoring				\$0.00
Pavement Investigation				\$0.00
Estimated Total				\$36,350.96

EXHIBIT E1

SR 32 Westfield Reconstruction - Des 1801731
REVISED FEE PROPOSAL, DATED 03/6/2021

RW Engineering									
Parcel	Owner	Tax I.D.	Title Work Fee	Title Update Fee	Plats, Legals Fee	Staking Fee	APA Fee	Subtotal RW Engineering	
1	VANMATRE, GRAEME G. & LARA M.	29-05-36-404-026-000-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	
2	MJ SKULSKI, LLC	29-05-36-404-024-001-015							
3	Shoup, Michael Et ux.	29-05-36-404-025-000-015	\$ 750.00	\$ 300.00	\$ 2,000.00	\$ 300.00		\$ 3,350.00	
4	SHUCK, JUDITH A. & ROBERT E. SHUCK	29-05-36-404-024-002-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	
5	Hahn, Frank M Revocable Living Trust	29-09-01-203-008-000-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	
6	Speedway Superamerica LLC	29-05-36-404-023-000-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	
7	Teachers Credit Union	29-09-01-203-009-000-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	
8	Union Square Plaza LLC	29-05-36-406-022-000-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	
9	Broken Bone Enterprises LLC	29-09-01-204-002-000-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	
10	Heffern, Raymond J	29-09-01-204-003-000-015	\$ 750.00	\$ 300.00	\$ 2,000.00	\$ 300.00		\$ 3,350.00	
11	H & N Realty LLC	29-05-36-407-036-000-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	
12	Damalak Enterprises LLC	29-09-01-204-005-000-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	
13	Weiss, David L & Becky C	29-05-36-407-038-000-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	
14	Tactical Holdings, LLC	29-09-01-204-007-000-015	\$ 750.00	\$ 300.00	\$ 2,000.00	\$ 300.00		\$ 3,350.00	
15	Bradley, Cliff & Teresa	29-06-31-304-034-000-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	
16	M&I Marshall & Jisley Bank	29-10-06-101-003-000-015	\$ 750.00	\$ 450.00	\$ 2,000.00	\$ 300.00		\$ 3,500.00	
17	Kemp, Katherine	29-10-06-101-007-000-015							
18	Khan Real Estate Properties LLC	29-10-06-101-007-000-015	\$ 1,125.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 3,575.00	
19	Brookens, Russell Eugene & Carol Jean Revocable Living Tr	29-06-31-304-027-000-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	
20	Lorren, Michael T	29-06-31-304-026-000-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	
21	Stoesz, Jake & Nancy	29-10-06-101-010-000-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	
22	21st Amendment Inc	29-06-31-304-024-000-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	
23	WFD RE LLC	29-10-06-101-011-000-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	
24	Wilson Living Trust	29-06-31-304-023-000-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	
25	OHM Properties, Inc.	29-10-06-101-012-000-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	
26	Krohn, Otto W	29-06-31-304-021-000-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	
27	Stellhorn Holdings Bozeman LLC	29-10-06-101-015-000-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	
28	Absolute Stability commercial Real Estate LLC	29-06-31-304-019-000-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	
29	Espinosa, Alfonso	29-10-06-102-002-000-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	
30	Golner, Michael & Teri	29-06-31-304-004-000-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	
31	Hunt, Dennis Allen	29-10-06-102-005-000-015							
32	Simpson, George A	29-10-06-102-006-000-015	\$ 1,125.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 3,575.00	
33	Hahn, Frank M	29-06-31-304-017-000-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	
34	FMH Family Limited Partnership	29-06-31-308-011-000-015	\$ 750.00	\$ 300.00	\$ 2,000.00	\$ 300.00		\$ 3,350.00	
35	Boyer, Terry E	29-06-31-308-009-000-015							
36	Cheever, Andrew & Shonda	29-06-31-308-008-000-015	\$ 1,500.00	\$ 600.00	\$ 2,000.00	\$ 300.00		\$ 4,400.00	
37	515 East Main Street Westfield LLC	29-10-06-103-003-000-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	
38	PATCH S UNION, LLC	29-10-06-108-011-000-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	
39	SMITH, JAN-ANN, BRAD, & SHAWN	29-10-06-103-004-000-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	
40	SMITH, BRADLEY G. & JAN A.	29-10-06-101-033-001-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	
41	SMITH, JAN-ANN	29-06-31-304-016-000-015	\$ 750.00	\$ 300.00	\$ 2,000.00	\$ 300.00		\$ 3,350.00	
		29-06-31-308-013-000-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	
		29-06-31-303-016-000-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	

EXHIBIT E1

Parcel	Owner	Tax I.D.	Title Work Fee	Title Update Fee	Plats, Legals Fee	Staking Fee	APA Fee	Subtotal R/W Engineering
42	CLARK, KENNETH LEE & MARTHA JEAN	29-06-31-303-014.000-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00
43	RICH, JAMES L. & MARIAN	29-06-31-307-001.000-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00
44	ALLEN, BRENDA	29-06-31-306-027.000-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00
45	TBD (CONTINGENCY PARCEL)	TBD	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00
46	TBD (CONTINGENCY PARCEL)	TBD	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00
			\$ 22,125.00	\$ 8,400.00	\$ 92,000.00	\$ 13,800.00	\$ -	\$ 136,325.00

NOTE: INDOT fee schedule will be used that is effective at the time of NTP.

NOTE: Any revisions required to 'Plats, Legals' due to design changes will be charged at half of the original fee.

AMERICAN STRUCTUREPOINT, INC.**MAN-HOUR JUSTIFICATION**

2/25/2019

PROJECT: Jersey Street Extension, Westfield, Hamilton County, Indiana (2018.01349)

DESCRIPTION: Environmental Services - Wetland Delineation and Permitting

WORK CLASSIFICATION	Project Manager	Project Engineer	Sr. Env. Specialist	Environmental Specialist	Staff Scientist	Senior Technician	TOTAL
Coordinate Project with Regulatory Agencies	0	0	2	0	4	0	6
Prepare IDEM 401 (RGP)/404 (RGP) Applications	0	0	4	0	22	0	26
Total Hours	0	0	6	0	26	0	32
Average Hourly Rate	\$ 203.22	\$ 126.86	\$ 168.24	\$ 110.66	\$ 73.19	\$ 128.76	
Direct Salary Cost	\$ -	\$ -	\$ 1,009.44	\$ -	\$ 1,902.94	\$ -	\$ 2,912.38
Direct Expenses							\$ 16.20
Total Cost							\$ 2,928.58

Direct Expenses	Unit Cost	Unit	Quantity	Cost
Lodging				\$ -
Per Diem	\$ 30.00	person/day	0	\$ -
Mileage	\$ 0.54	Miles	30	\$ 16.20
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total				\$ 16.20

AMERICAN STRUCTUREPOINT, INC.

Jersey Street - Manhour Justification

Project: Jersey Street Road Construction - Westfield, Indiana

Description: Road Design and Plan Development - Jersey Street - Final Design Supplemental

06-Mar-21

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Preliminary Field Check Plans (40% complete)						
Update and check Index Sheet - Utility Contacts	0	1	0	0	1	2
Update Typical Sections	0	1	1	1	1	4
Level One Checklist - verify Westfield Standards	0	1	2	2	0	5
Update Plan & Profile Sheets - Drainage	0	1	2	2	8	13
Check Plan & Profile Sheets	0	1	2	2	0	5
Develop Preliminary Construction Detail Sheets	0	0	4	6	16	26
Update Cross Sections	0	1	4	8	16	29
Final Sight Distance Computations	0	0	2	2	0	4
Drainage Design and Computations	0	2	4	16	0	22
Design Coordination with Subs (Geotech)	2	2	0	0	0	4
Preliminary Drainage on Plans	0	1	4	4	8	17
Check Preliminary Drainage	0	4	12	8	0	24
Preliminary Detention Analysis and Coordination w/ HCSO	2	4	4	8	2	20
Develop Plat No. 1	0	1	2	1	6	10
Preliminary Right-of-way determinations	1	4	4	8	0	17
Preliminary Driveway/Approach Design	0	1	4	8	4	17
Preliminary MOT Design and Computations	1	1	2	8	2	14
Preliminary ADA Curb Ramp Details (10 curb ramps)	0	1	2	16	16	35
Preliminary Spot Elevation Details	0	1	2	12	2	17
Design Visualization and Graphic Renderings	0	0	0	0	0	0
Plot PFC Plans	0	0	0	2	1	3
Submit PFC Plans	0	1	1	0	1	2
QC/QA Review	2	4	8	2	2	18
Subtotal	8	33	66	116	86	308
Stage 3 Plans (95% complete)						
Revise Plans per Field Check	0	0	0	0	0	0
Update Typical Section Sheets	0	1	4	4	0	9
Building Demolition Plans	1	2	2	4	8	17
Temporary and Perm. Erosion Control Design and Sheets	1	4	4	8	8	25
Final ADA Curb Ramp Details (10 curb ramps)	0	2	2	5	5	14
Final Spot Elev Details - 5 Approaches	0	2	4	8	8	22
Final Drainage Computations	0	0	4	4	4	12
Final Detention Analysis and Coordination w/ HCSO	2	8	12	16	4	42
Review Geotech Report and Incorporate Recommendations	1	2	4	4	2	13
Final Contract Book and Special Provisions	2	4	8	8	0	22
Final Plan and Profile Sheets	0	0	1	1	2	4
Final Construction Detail Sheets	0	0	1	1	4	6
Stage 2 Plan Revisions and Response Letter to Comments	0	1	1	2	1	5
Public Road & Drives Approach Final Design and Plans	0	1	1	3	1	6
Final Maintenance of Traffic Design	1	1	2	4	2	10
Pavement Marking and Sign Design	0	1	2	6	0	9
Develop Pavement Marking and Sign Plans	0	0	1	1	6	8
Final Structure Data Table	0	0	1	2	1	4
Update Cross Section Sheets	0	1	2	6	8	17
Final Quantity Computations	0	1	4	8	0	13
Underdrain Design and Table	0	1	2	8	0	11
Final Approach Design & Tables	0	0	1	2	2	5
Final Pipe Material Sheets	0	0	1	2	0	3
Final Sod & Riprap Tables	0	0	1	1	0	2
Final Design Computations Book	0	1	4	4	0	9
Final Environmental Permits Coordination	0	0	4	2	2	8
Final Construction Cost Estimate	2	4	4	4	0	14
Public Information Meeting (include prep and follow up)	6	6	0	0	1	13
Submittal Packet and Misc. Docs for Stage 3 Plans	1	2	2	8	2	15

AMERICAN STRUCTUREPOINT, INC.**Jersey Street - Manhour Justification****Project:** Jersey Street Road Construction - Westfield, Indiana**Description:** Road Design and Plan Development - Jersey Street - Final Design Supplemental

06-Mar-21

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
QC/QA Review	1	4	8	4	2	19
Submit Stage 3 Plans	0	1	1	1	1	4
Subtotal	18	50	88	131	74	361
Final Tracings 100%						
Submittal Docs for Final Tracings	2	2	2	4	4	14
Final Contract Book and Special Provisions	2	4	8	8	4	26
Final QC/QA Review	4	4	8	0	0	16
Stage 3 Plan Revisions and Response Letter	0	2	4	4	2	12
Final Tracings Submittal	2	2	2	2	1	9
Subtotal	10	14	24	18	11	77
All Submittals Subtotal	36	97	178	265	171	746
TOTAL HOURS	36	97	178	265	171	746
WEIGHTED HOURLY RATE	\$203.22	\$156.73	\$126.86	\$90.49	\$128.76	
DIRECT SALARY COST	\$7,315.92	\$15,202.81	\$22,517.65	\$23,979.85	\$21,953.58	\$90,969.81
DIRECT COSTS (See Below)						\$22.80
TOTAL FEE (ROUNDED DOWN)						\$90,900.00

	Unit Cost	Quantity	Cost
Mileage	\$0.380	60	\$22.80
Shipping	LSUM	0	\$0.00
Meals	\$26.00	0	\$0.00
Lodging	\$89.00	0	\$0.00
Blueprints	\$1.50	0	\$0.00
Copies	\$0.10	0	\$0.00
TOTAL =			\$22.80

* Assume 2 trips to Westfield (Topo check, Public Info Meeting)

AMERICAN STRUCTUREPOINT, INC.						
Jersey Street - Manhour Justification						
Project: Jersey Street Road Construction - Westfield, Indiana						
Description: Utility Coordination - Jersey Street - Final Design Supplemental						
06-Mar-21						
WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Prepare and Distribute preliminary field check plans	0	1	1	0	1	3
Preliminary Field Check - meeting, prep, meeting minutes	0	3	3	0	0	6
Review Relocation Plans	1	2	8	0	0	11
Review Written Work Plans	0	2	8	0	0	10
Review Cost Estimates	0	1	4	0	0	5
Prepare and Process Reimbursement Agreements	0	1	4	0	0	5
Coordinate with City to issue NTP	1	1	2	0	0	4
Review Cost Reduction Measures proposed	0	2	2	0	0	4
Prepare Utility Special Provision	0	0	0	0	0	0
Prepare Utility Coordination Certification	0	1	2	0	0	3
Track Utility Coordination process steps	0	1	8	2	0	11
Additional Utility Coordination Meeting (x2)	0	4	4	0	0	8
Track Utility Relocations	0	2	4	2	0	8
TOTAL HOURS	2	21	50	4	1	78
WEIGHTED HOURLY RATE	\$203.22	\$156.73	\$126.86	\$90.49	\$128.76	
DIRECT SALARY COST	\$406.44	\$3,291.33	\$6,343.00	\$361.96	\$128.76	\$10,531.49
DIRECT COSTS (See Below)						\$0.00
TOTAL FEE (ROUNDED DOWN)						\$10,500.00

	Unit Cost	Quantity	Cost
Mileage	\$0.380	0	\$0.00
Shipping	LSUM	0	\$0.00
Meals	\$26.00	0	\$0.00
Lodging	\$89.00	0	\$0.00
Blueprints	\$1.50	0	\$0.00
Copies	\$0.10	0	\$0.00
TOTAL =			\$0.00

AMERICAN STRUCTUREPOINT, INC.**Jersey Street - Manhour Justification****Project:** Jersey Street Road Construction - Westfield, Indiana**Description:** Rule 5 Permit - Jersey Street - Final Design Supplemental

06-Mar-21

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
SWPPP Document and Review	0	4	8	16	4	32
Special Provisions	1	1	2	2	0	6
QC/QA Review	1	2	2	4	0	9
Revisions following IDEM Review	0	1	2	2	0	5
Rule 5 Application and Submission	1	1	2	2	0	6
TOTAL HOURS	3	9	16	26	4	58
WEIGHTED HOURLY RATE	\$203.22	\$156.73	\$126.86	\$90.49	\$128.76	
DIRECT SALARY COST	\$609.66	\$1,410.57	\$2,029.76	\$2,352.74	\$515.04	\$6,917.77
DIRECT COSTS (See Below)						\$395.00
TOTAL FEE (ROUNDED DOWN)						\$7,300.00

	Unit Cost	Quantity	Cost
Mileage	\$0.380	0	\$0.00
Shipping	LSUM	1	\$50.00
Meals	\$26.00	0	\$0.00
Permit Fee	\$100.00	1	\$100.00
Blueprints	\$1.50	150	\$225.00
Copies	\$0.10	200	\$20.00
TOTAL =			\$395.00

AMERICAN STRUCTUREPOINT, INC.**MANHOUR JUSTIFICATION****PROJECT: Jersey Street Road Construction - Westfield****Scope of Work: Intersection Improvement within Floodway****Acquire DNR Permit****3/6/2021****Perform Hydraulic Analysis**

WORK CLASSIFICATION	ESTIMATED TIME						TOTAL
		Project Manager	Project Engineer	Staff Engineer	Senior Technician	Technician	
Existing Permit and Model Research		2		2			
Create/Revise Hec-Ras Geometric Data		4	4	6			
Cut Cross Sections in CAD from Survey				4	6		
Supplement 2 foot Contours				4	6	4	
Hec-Ras Hydraulic Analysis		6		8			
Report Preparation		6	6	8			
HYDRAULIC ANALYSIS REPORT							
DNR Permit Report		2		6			
Permit Drawings				5	4	4	
Public Notice Documents				4			
Application Documentation		6		12			
DNR Permit							
TOTAL HOURS		26	10	59	16	8	
AVERAGE HOURLY RATE		\$ 203.22	\$ 126.86	\$ 90.49	\$ 128.76	\$ 72.33	
SALARY COST		\$ 5,283.72	\$ 1,268.60	\$ 5,338.91	\$ 2,060.16	\$ 578.64	\$ 14,530.03
DIRECT COSTS							\$0.00
TOTAL FEE							\$ 14,530.00

Direct Costs	Unit Cost	Quantity	Cost
Mileage	\$0.380	0	\$0.00
Meals	\$26.00	0	\$0.00
Lodging	\$89.00	0	\$0.00
Total			\$0.00



7988 Centerpoint Drive, Suite 100
Indianapolis, Indiana 46256
317.849.4990 | atcgroupservices.com

February 4, 2021

Mr. Ken Olson, P.E.
Road Group – Project Manager
American Structurepoint Inc.
9025 River Road, Suite 200
Indianapolis, Indiana 46240
kolson@structurepoint.com

Re: Proposal for Geotechnical Engineering Investigation
Jersey Street Extension
Union Street to State Road 32
Hamilton County, Indiana
ATC Proposal No.: 21-01740

Dear Mr. Olson:

ATC is pleased to submit this proposal for performing a geotechnical engineering investigation for the referenced project.

PROJECT CHARACTERISTICS

It is our understanding that the project will consist of the extension of Jersey Street beginning at Union Street and ending at the State Road 32 junction with East Street in the southwestern portion of Hamilton County, Indiana. The new roadway will include two-12 ft wide travel lanes, a parking lane, sidewalks, curb and gutter and new storm sewers. It is assumed that the project will not include any box culverts, retaining walls, three-sided culverts, or bridges.

SCOPE OF SERVICES

The objectives of this investigation are to evaluate the existing subsurface conditions at the site and to develop recommendations necessary for the design and construction of the soil supported elements of the proposed project. The proposed subsurface exploration consists of drilling a total of 4 soil test borings and the test borings will be drilled to depths of 15 ft.

Split-barrel samples (American Association of State Highway and Transportation Officials- AASHTO-Method T206) will be obtained at 2.5 ft intervals to a depth of 15 ft below the existing ground surface and at 5 ft intervals elsewhere. Ground water level observations will be made during drilling operations, immediately after withdrawal of the augers from the borings and approximately 24 hours after completion of drilling in selected borings. Additionally, in



accordance with topsoil sampling requirements per INDOT Geotechnical Manual, Section 3.6.6, two topsoil samples will be collected along the proposed alignment. Relatively undisturbed Shelby tube samples will be obtained of clayey soils as deemed necessary by the engineer. The test borings will be backfilled in accordance with INDOT Aquifer Protection Guidelines and the upper 1 ft of the boreholes will be plugged with concrete.

A reconnaissance of the project site will be made by a geotechnical engineer from our staff and the boring locations will be established in the field at that time. ATC will contact Indiana 811 to locate underground utilities that are owned by the member utility companies; however, it is assumed that the owner's representative will accurately mark in the field the locations of all underground utilities that are part of the owner's physical plant (i.e., all underground utilities that are not part of the Indiana 811 locate service members). This proposal does not include fees for the repair of, or other fees associated with, damaged underground utilities that are not accurately marked in the field and ATC will not be responsible for costs associated with damages to underground utilities that are not accurately marked in the field. This proposal does not include fees to retain private underground utility locate services on the owner's behalf. If requested, ATC can arrange the services of a private underground utility locate service on the owner's behalf for additional fees.

Laboratory tests will be performed as necessary to establish the significant characteristics and parameters of the foundation soils. The laboratory testing program tentatively includes moisture content tests, Atterberg limits tests and unconfined compressive strength tests on samples selected by the geotechnical engineer; however, the actual laboratory testing program will depend upon the specific subsurface conditions encountered in the test borings and the soil samples obtained.

In addition to engineering classification tests, the laboratory testing program will include a standard Proctor maximum dry density test performed on a representative sample of the pavement subgrade soils. A resilient modulus value to be used for pavement design will be based upon lab testing.

After completion of the field investigation and laboratory tests, an engineering report will be prepared containing recommendations to guide design and construction of the bridge foundations, the proposed retaining wall, the roadway embankments, the pavement foundations and the earth related elements of the pavement (i.e., resilient modulus values and subgrade treatment types). It is our understanding that the project will include federal funding and therefore the proposed subsurface exploration, laboratory testing program and engineering analyses are in general conformance with the requirements of the Indiana Department of Transportation – Geotechnical Services Division guidelines for geotechnical investigations.

This proposal is based on the following exclusions, conditions and assumptions:

- The field work can be performed during normal weekday working hours.



- The cost estimate does not include surveying the ground surface elevations at the test boring locations. The ground surface elevations at the test boring locations can be estimated based upon current topographic mapping, if available.
- All auger cuttings that cannot be placed to backfill the boreholes can be distributed on-site.
- The scope of this investigation does not include characterization or containerization of the auger-cuttings and drilling fluids; or the disposal of the auger cuttings, drillings fluids and/or containers.
- This proposal does not include costs for restitution for crop or landscape damage and ATC will not be responsible for damage to crops and landscaping or the restoration of landscaping.
- The scope of this investigation does not include identification or delineation of wetlands or floodplains.
- The subsurface investigation outlined in this proposal assumes that there are no hazardous materials in the soil or in the ground water underlying the site and this study is not designed to detect or identify such materials. If it becomes apparent during the field investigation that hazardous materials may be present, field operations will be terminated. The investigation would be resumed only after renegotiation of the scope of services and fees to cover appropriate health and safety precautions and proper consideration of the new information. ATC can provide complete services relative to the assessment of contaminated sites.

FEE ESTIMATE

We propose to perform the scope of services described herein according to the unit charges for the applicable items as shown on the attached fee schedule. The cost of the study will not exceed \$17,100.00, unless unexpected subsurface conditions are encountered or the project characteristics are changed significantly. If a bulldozer is required to clear access the boring locations, the additional costs for such assistance will be based upon the attached fee schedule. If any changes in the program are indicated by the initial findings, we will consult with you and, with your approval, make such changes as are considered necessary. In any case, the cost estimate will not be exceeded without additional approval from you and changes to the scope of work will require a written change order.

Our estimate covers the work needed to present our findings and recommendations in a report form. Not included are fees for the preparation or review of construction documents (e.g., plans and specifications), special conferences and any other work requested after submittal of our report (except for the INDOT required "Foundation Review" form and the "Geotechnical Review of Final Check Prints" form).



AUTHORIZATION

Our professional services will be performed, our findings obtained and our recommendations prepared in accordance with customary principles and practices in the field of geotechnical engineering at the time and location where the services are performed. This warranty is in lieu of all other warranties either express or implied and no other warranties will be given.

This proposal is based upon the assumption that this document will be incorporated into a Task Order according to the Standard Form of Agreement between Engineer and Consultant for On-Call Professional Services between American Structurepoint, Inc. and ATC Group Services LLC dated January 1, 2016 and that this proposal will serve to define the scope of services and fees for the Task Order.

If you have any questions concerning this proposal, please do not hesitate to call me.

Sincerely,

ATC GROUP SERVICES LLC

A handwritten signature in blue ink, appearing to read "Ellen W. Wilkinson".

Ellen Anne W. Wilkinson, P.E.
Senior Geotechnical Engineer

Attachments

EXHIBIT B2

Geotechnical Engineering Services

ATC Group Services LLC
2021 Fee Schedule
INDOT Appendix A

Jersey Street Extension

From Union Street to State Road 32

INDOT Des. No. TBD Hamilton County, Indiana

		<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
	<u>GEOTECHNICAL FIELD</u>				
1.	Mobilization and Field Coordination				
	a. SPT Rig	1	ea	\$284.00	\$284.00
	b. CPT		ea	\$475.00	\$0.00
	c. Mileage	40	mi	\$3.70	\$148.00
2.	Truck mounted borings with split-spoon sampling				
	a. Standard	60	ft	\$20.00	\$1,200.00
	b. Night time		ft	\$23.60	\$0.00
3.	Truck mounted borings with drilling fluid				
	a. Standard		ft	\$22.00	\$0.00
	b. Night time		ft	\$26.00	\$0.00
4.	Truck mounted core drilling				
	a. Standard		ft	\$41.00	\$0.00
	b. Night time		ft	\$48.40	\$0.00
5.	Truck mounted borings				
	a. Truck mounted borings through bedrock or boulders or concrete pavement				
	i. Standard		ft	\$41.00	\$0.00
	ii. Night time		ft	\$48.40	\$0.00
	b. Bridge deck coring and restoration				
	i. Standard		ea	\$368.00	\$0.00
	ii. Night time		ea	\$434.00	\$0.00
6.	Cone penetrometer testing				
	a. Set up				
	i. Standard		ea	\$84.00	\$0.00
	ii. Night time		ea	\$99.00	\$0.00
	b. Subsurface profiling				
	i. Standard		ft	\$13.00	\$0.00
	ii. Night time		ft	\$15.00	\$0.00
	c. Profiling with pore pressure measurement				
	i. Piezometric Saturation				
	a. Standard		ea	\$98.00	\$0.00
	b. Night time		ea	\$115.00	\$0.00
	ii. Penetration				
	a. Standard		ft	\$15.25	\$0.00
	b. Night time		ft	\$18.00	\$0.00
	iii. Pore water dissipation test				
	a. Standard		hr	\$200.00	\$0.00
	b. Night time		hr	\$235.00	\$0.00
	iv. Hydraulic conductivity and consolidation				
	a. Standard		ea	\$79.00	\$0.00
	b. Night time		ea	\$93.00	\$0.00

EXHIBIT B2

Geotechnical Engineering Services

ATC Group Services LLC
2021 Fee Schedule
INDOT Appendix A

		<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
6.	d. Profiling with Shearwave Velocity Measurement				
	i. Standard		ft	\$17.00	\$0.00
	ii. Night time		ft	\$20.00	\$0.00
	e. Sample				
	i. Standard		ea	\$26.00	\$0.00
	ii. Night time		ea	\$30.00	\$0.00
7.	Hand or truck soundings				
	a. Standard		ft	\$13.25	\$0.00
	b. Night time		ft	\$15.50	\$0.00
8.	Hand auger drilling				
	a. Standard	0	ft	\$13.75	\$0.00
	b. Night time		ft	\$16.25	\$0.00
9.	Skid mounted borings with split-spoon sampling				
	a. Standard	0	ft	\$32.00	\$0.00
	b. Night time		ft	\$37.75	\$0.00
10.	Skid mounted borings using drilling fluid				
	a. Standard		ft	\$33.50	\$0.00
	b. Night time		ft	\$39.50	\$0.00
11.	Skid mounted core drilling				
	a. Standard		ft	\$46.00	\$0.00
	b. Night time		ft	\$54.00	\$0.00
12.	Skid mounted boring through bedrock or boulders				
	a. Standard		ft	\$48.00	\$0.00
	b. Night time		ft	\$56.00	\$0.00
13.	Skid mounted soundings				
	a. Standard		ft	\$19.00	\$0.00
	b. Night time		ft	\$22.00	\$0.00
14.	Skid Mounted Cone Penetrometer Testing (CPT)				
	a. Set up				
	i. Standard		ea	\$121.00	\$0.00
	ii. Night time		ea	\$143.00	\$0.00
	b. Subsurface profiling				
	i. Standard		ft	\$18.75	\$0.00
	ii. Night time		ft	\$22.00	\$0.00
	c. Profiling with pore pressure measurement				
	i. Piezometric Saturation				
	a. Standard		ea	\$116.00	\$0.00
	b. Night time		ea	\$137.00	\$0.00
14	c. ii. Penetration				
	a. Standard		ft	\$22.00	\$0.00
	b. Night time		ft	\$26.00	\$0.00
	iii. Pore Water Dissipation Test				
	a. Standard		hr	\$231.00	\$0.00
	b. Night time		hr	\$273.00	\$0.00
	iv. Hydraulic Conductivity and Consolidation				
	a. Standard		ea	\$89.00	\$0.00
	b. Night time		ea	\$105.00	\$0.00

EXHIBIT B2

Geotechnical Engineering Services

ATC Group Services LLC
2021 Fee Schedule
INDOT Appendix A

		<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
14.	d. Profiling with Shearwave Velocity Measurement				
	i. Standard		ft	\$26.25	\$0.00
	ii. Night time		ft	\$31.00	\$0.00
	e. Sample				
	i. Standard		ea	\$34.00	\$0.00
	ii. Night time		ea	\$40.00	\$0.00
15.	Furnishing of a boat		Actual Cost	1.0	\$0.00
16.	Barge set-up expenses				
	a. Navigable water				
	i. Barge set-up		ea	\$6,300.00	\$0.00
	ii. Rental of support equipment and/or boat		Actual Cost	1.0	\$0.00
	iii. Drill rig down time		hr	\$157.00	\$0.00
	b. Non-navigable water barge set-up		ea	\$5,250.00	\$0.00
17.	Additional disassembly and reassembly				
	a. Navigable water		ea	\$2,200.00	\$0.00
	b. Non-navigable water		ea	\$2,000.00	\$0.00
18.	Barge mounted borings with split spoon sampling		ft	\$35.00	\$0.00
19.	Barge mounted core drilling		ft	\$48.00	\$0.00
20.	Barge mounted boring through bedrock or boulders		ft	\$48.00	\$0.00
21.	Barge mounted soundings		ft	\$21.00	\$0.00
22.	Casing through water		ft	\$9.00	\$0.00
23.	Uncased sounding through water		ft	\$6.00	\$0.00
24.	Set up for borings and machine soundings				
	a. Borings and machine soundings less than 20 ft deep	4	ea	\$74.00	\$296.00
	b. Rock core borings		ea	\$126.00	\$0.00
25.	Additional 2-in. split spoon sampling	8	ea	\$22.00	\$176.00
26.	3-in. split spoon samples		ea	\$24.00	\$0.00
27.	3-in. Shelby tube samples	2	ea	\$66.00	\$132.00
28.	Bag samples				
	a. 25-lb sample	1	ea	\$54.00	\$54.00
	b. 5-lb sample		ea	\$35.00	\$0.00
29.	Field vane shear test				
	a. Standard		ea	\$121.00	\$0.00
	b. Night time		ea	\$143.00	\$0.00
30.	4½-in. cased hole		ft	\$13.25	\$0.00
31.	Installation of Geotechnical Instruments				
	a. Inclinator casing installation				
	i. Standard		ft	\$16.00	\$0.00
	ii. Night time		ft	\$19.00	\$0.00
	b. Piezometer installation up to 25 ft below surface		ea	\$284.00	\$0.00
	c. Piezometer installation deeper than 25 ft below surface		ea	\$315.00	\$0.00
	d. Metal protective outer cover for inclinometer and piezometer casings		ea	\$132.00	\$0.00
32.	Railroad expenses		Actual Cost	1.0	\$0.00
33.	Twenty-four hour water levels				
	a. Field measurements per borehole				
	i. Standard	1	ea	\$40.00	\$40.00

EXHIBIT B2

Geotechnical Engineering Services

ATC Group Services LLC
2021 Fee Schedule
INDOT Appendix A

		<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
	ii. Night time		ea	\$48.00	\$0.00
33.	b. PVC slotted pipe	15	ft	\$6.50	\$97.50
34.	Special borehole backfilling				
	a. 0 to 15 ft				
	i. SPT				
	a. Standard	4	ea	\$150.00	\$600.00
	b. Night time		ea	\$175.00	\$0.00
	ii. CPT				
	a. Standard		ea	\$49.00	\$0.00
	b. Night time		ea	\$57.00	\$0.00
	b. More than 15 ft				
	i. SPT				
	a. Standard		ft	\$7.00	\$0.00
	b. Night time		ft	\$8.25	\$0.00
	ii. CPT				
	a. Standard		ft	\$2.00	\$0.00
	b. Night time		ft	\$2.40	\$0.00
	c. Pavement restoration				
	i. Standard	4	ea	\$65.00	\$260.00
	ii. Night time		ea	\$75.00	\$0.00
35.	Equipment Rental		Actual Cost	1.0	\$0.00
36.	Traffic control				
	a. Flag crew	0	day	\$800.00	\$0.00
	b. Equipment Rental and professional traffic control services	\$4,000.00	Actual Cost	1.0	\$4,000.00
	c. Flag crew with equipment	0	day	\$950.00	\$0.00
37.	Centerline surveying		Actual Cost	1.0	\$0.00
38.	Percolation Test				
	a. Granular Soils (A-1, A-2, A-3)	0	ea	\$2,000.00	\$0.00
	b. Cohesive Soils (A-4, A-5, A-6, A-7)	0	ea	\$3,000.00	\$0.00
Subtotal - Geotechnical Field					\$7,287.50
<u>GEOTECHNICAL LABORATORY</u>					
39.	Sieve analysis for soils	8	ea	\$52.00	\$416.00
40.	Hydrometer analysis	8	ea	\$61.00	\$488.00
41.	Sieve analysis for Aggregates				
	a. Analysis by Washing (AASHTO T-11)		ea	\$81.00	\$0.00
	b. Analysis by Using (AASHTO T-27)		ea	\$142.00	\$0.00
42.	Liquid limit	6	ea	\$41.00	\$246.00
43.	Plastic limit & plasticity index	6	ea	\$30.00	\$180.00
44.	Liquid Limit Ratio		ea	\$79.00	\$0.00
45.	pH test	8	ea	\$16.50	\$132.00
46.	Loss on Ignition Test				
	a. Loss on Ignition Test (Conventional)	2	ea	\$26.00	\$52.00
	b. Loss on Ignition Test (Sequential)		ea	\$55.00	\$0.00
	c. Organic content based on Colorimeter		ea	\$26.00	\$0.00

EXHIBIT B2

Geotechnical Engineering Services

ATC Group Services LLC
2021 Fee Schedule
INDOT Appendix A

		<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
47	Topsoil Tests				
	a. Phosphorus tests	2	ea	\$23.00	\$46.00
	b. Potassium tests	2	ea	\$23.00	\$46.00
48	Moisture Content Test				
	a. Moisture Content Test (Conventional)	20	ea	\$7.25	\$145.00
	b. Moisture Content Test (Microwave)		ea	\$9.00	\$0.00
49	Expansion Index of Soils		ea	\$247.00	\$0.00
50	Specific Gravity Test		ea	\$38.00	\$0.00
51	Unit weight determination	2	ea	\$19.00	\$38.00
52	Hydraulic Conductivity Test				
	a. Constant Head		ea	\$247.00	\$0.00
	b. Falling Head		ea	\$300.00	\$0.00
53	Unconfined Compression Test on soils & Rocks				
	a. Unconfined Compression Test (Soils)	1	ea	\$50.00	\$50.00
	b. Remolding of soil samples with chemical admixtures in chemical soil modification/stabilization (3 samples is equal to 1 unit)		ea	\$125.00	\$0.00
	c. Point Load Strength Index of Rock		ea	\$55.00	\$0.00
54	Compressive Strength and Elastic Moduli of Intact Rock			\$0.00	\$0.00
	a. Compressive Strength of Intact Rock		ea	\$120.00	\$0.00
	b. Elastic Moduli of Intact Rock		ea	\$452.00	\$0.00
55	Consolidation Test		ea	\$500.00	\$0.00
56	Triaxial test			\$0.00	\$0.00
	a. Unconsolidated - Undrained (UU)		ea	\$375.00	\$0.00
	b. Consolidated - Undrained (CU)		ea	\$550.00	\$0.00
	c. Consolidated - Drained (CD)		ea	\$775.00	\$0.00
	d. Pore Pressure measurement with a. or b. and use of back pressure for saturation		ea	\$0.00 \$260.00	\$0.00 \$0.00
57	Direct Shear Test		ea	\$575.00	\$0.00
58	Moisture-Density Relationship Test				
	a. Standard Proctor	1	ea	\$150.00	\$150.00
	b. Modified Proctor		ea	\$165.00	\$0.00
59	Soil Support Testing			\$0.00	\$0.00
	a. Resilient Modulus on remolded soil sample		ea	\$660.00	\$0.00
	b. Resilient modulus on Shelby tube sample		ea	\$420.00	\$0.00
60	Collapse Potential Evaluation Test				
	a. Cohesive or Expansive Soils		ea	\$500.00	\$0.00
61	Water Soluble Sulfate Test	6	ea	\$110.00	\$660.00
62	Water Soluble Chloride Test		ea	\$110.00	\$0.00
63	Soil Resistivity Test		ea	\$150.00	\$0.00
64	Rock Durability Tests				
	a. Slake Durability Index Test		ea	\$140.00	\$0.00
	b. Jar Slake Test		ea	\$15.00	\$0.00
Subtotal - Geotechnical Laboratory					\$2,649.00

EXHIBIT B2

Geotechnical Engineering Services

ATC Group Services LLC
2021 Fee Schedule
INDOT Appendix A

		<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
<u>CONSTRUCTION INSPECTION AND MONITORING</u>					
74	Pressuremeter Testing services		day	\$1,800.00	\$0.00
75.	Mobilization of testing Equipment		LS	\$200.00	\$0.00
77	Integrity testing		Actual Cost	1.0	\$0.00
79	Dynamic pile analysis		ea	\$1,100.00	\$0.00
81	Dynamic pile load test		Actual Cost	1.0	\$0.00
82	CAPWAP-C analysis		ea	\$600.00	\$0.00
Subtotal - Construction Inspection and Monitoring					\$0.00
<u>PAVEMENT INVESTIGATION</u>					
88.	Mobilization of coring equipment		LS	\$225.00	\$0.00
89.	Mobilization mileage for coring equipment		mi	\$2.00	\$0.00
90.	Pavement core (partial depth)		ea	\$140.00	\$0.00
91.	Pavement core (full depth)				
	a. Standard		ea	\$215.00	\$0.00
	b. Night time		ea	\$255.00	\$0.00
92.	Sub-base sample		ea	\$66.00	\$0.00
93.	Cement concrete pavement core density determination		ea	\$36.00	\$0.00
94.	Cement concrete core compressive strength test		ea	\$35.00	\$0.00
95.	Bituminous extraction test		ea	\$90.00	\$0.00
96.	Sieve analysis of extracted aggregate test		ea	\$61.00	\$0.00
97.	Recovery of asphalt from solution by Abson method		ea	\$378.00	\$0.00
98.	Theoretical maximum specific gravity test		ea	\$80.00	\$0.00
99.	Bulk specific gravity test		ea	\$35.00	\$0.00
100.	Air voids calculation		ea	\$31.00	\$0.00
101.	Core report		ea	\$65.00	\$0.00
Subtotal - Pavement Investigation					\$0.00
<u>GEOTECHNICAL ENGINEERING</u>					
	Engineer/Scientist	1	hr	\$52.63	\$52.63
	Staff Engineer/Scientist	0	hr	\$64.86	\$0.00
	Project Engineer/Scientist	2	hr	\$90.89	\$181.78
	Senior Registered Engineer/Certified Scientist	36	hr	\$119.19	\$4,290.84
	Principal Engineer/Scientist	6	hr	\$154.27	\$925.62
	Project Administrator	4	hr	\$48.82	\$195.28
	Clerical Services	3	hr	\$39.02	\$117.06
	Senior Draftsperson	6	hr	\$87.46	\$524.76
	Draftsperson	0	hr	\$57.83	\$0.00
	Senior Technician	14	hr	\$60.21	\$842.94
	Mileage	40	mile	\$0.575	\$23.00
	Per Diem	\$ -	Cost	1.0	\$0.00
	Lodging	\$ -	Cost	1.0	\$0.00
	Permits	\$ -	Cost	1.0	\$0.00
Subtotal - Geotechnical Engineering					\$7,153.91

EXHIBIT B2

Geotechnical Engineering Services

ATC Group Services LLC
2021 Fee Schedule
INDOT Appendix A

	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Unit Total</u>
<u>Summary of Fees</u>				
Geotechnical Field				\$7,287.50
Geotechnical Laboratory				\$2,649.00
Geotechnical Engineering				\$7,153.91
Construction Inspection and Monitoring				\$0.00
Pavement Investigation				\$0.00
Estimated Total				\$17,090.41



February 2, 2021

Mr. Kenneth R. Olson, PE
Project Manager, Road Group
American Structurepoint, Inc.
7260 Shadeland Station
Indianapolis, IN 46256
Email: kolson@structurepoint.com

7988 Centerpoint Dr.
Suite 100
Indianapolis, IN 46256

Phone +1 317 849 4990
Fax +1 317 849 4278

www.atcgroupservices.com

Re: Asbestos Demolition Surveys Proposal

Six (6) Addresses with Commercial, Residential, and Outbuilding Structures
Jersey Street Extension - City of Westfield
Union Street to SR 32
Westfield, Indiana
ATC Proposal No. EM-21-01631

Dear Mr. Olson:

ATC is pleased to provide this proposal for asbestos surveys for demolition or relocation at the above-referenced locations (Site) for American Structurepoint, Inc. The entire scope of work has not yet been defined. ATC is anticipating commercial, residential, and out buildings on six addresses along the Jersey Street Extension from Union Street to State Road 32 in Westfield, Indiana. The addresses include 132 South Union Street, 120 South Walnut Street, 121 South Walnut Street, 128 South Walnut Street, 11 South Cherry Street, and 140 South Cherry Street in Westfield, Indiana.

Scope of Services

We propose to perform comprehensive asbestos investigations in which suspect materials observed throughout the building will be documented and either sampled or assumed to contain asbestos. Roofing material samples will not be collected as part of this survey. As is required, ATC State of Indiana accredited building inspectors will collect samples for analysis by a local, fully accredited laboratory.

During an asbestos investigation, the site is inspected for the presence of surfacing materials (i.e., plaster and textured paint), thermal system insulation (i.e., pipe coverings and pipe fitting insulation) and miscellaneous materials (i.e., floor tile, wallboard and roofing materials) that may contain more than 1 percent asbestos. All of the materials suspected of being asbestos-containing materials (ACMs) are categorized in homogeneous areas (HAs). Each HA consists of all observed materials found in various locations in a building that are similar in color, appearance, texture and date of installation.

Conducting sampling to identify asbestos-containing materials will cost-effectively enable the client to properly plan asbestos abatement activities, if warranted. The EPA's National Emission Standard for Hazardous Air Pollutants (NESHAP) standard for asbestos (40 CFR Part 61, Subpart M) requires thorough inspections for the presence of both friable and non-friable ACMs in all buildings to be demolished or renovated. Local, state and federal environmental agencies may also require

notification prior to any renovation or demolition activities in public or commercial buildings, and this investigation will provide data required for in these notifications.

When asbestos is found in a bulk sample of friable material, but the asbestos content is determined by visual estimation to be less than 10%, the building owner/operator may either (1) elect to assume that the material contains more than 1% asbestos and is therefore a legally defined ACM, or (2) require verification of the asbestos content using the Point Counting method. Unless otherwise directed by the client, ATC will assume that visual estimation is acceptable for the purposes of this investigation.

Project Deliverables

Following the investigations, the results will be made available to the appropriate American Structurepoint, Inc. representative through a written report. This report will detail survey and sampling methods, sample results, an assessment of the condition of the hazardous materials and recommendations, if warranted.

Fee Estimate

ATC will perform these investigations for a not to exceed cost of \$17,653.00. This cost will include inspection labor for up to six (6) addresses with commercial, residential and outbuilding structures, mileage, PLM analysis of up to 475 bulk samples/layers for asbestos, project review and generation of a final report for each property. ATC's estimate of sampling cost is based on the assumption that a representative sample of all suspected ACM materials are accessible for sampling.

Any additional PLM analysis will be performed for \$15.00 per sample and any point-count analysis will be performed for \$46.00 per sample. However, no additional analysis will be performed without the appropriate client representative's consent.

Authorization

Our professional services will be performed, our findings obtained and our recommendations prepared in accordance with customary principles and practices in the fields of environmental science and engineering. This warranty is in lieu of all other warranties either express or implied and no other warranties will be given.

Please acknowledge the terms of our proposal by completing the requested information and signing and dating the Proposal Acceptance Form. Return an executed copy of the Proposal Acceptance Form attached to the proposal. The written proposal, including the client service agreement, will serve as a full record of the contract. This proposal and any associated client service agreement are considered to be valid for a period of 90 days from the date above.

We appreciate the opportunity to provide you with this proposal and look forward to working with you on this project. Please feel free to contact either of the undersigned at 317.579.4081 if you have any questions or comments.

Sincerely,

ATC Group Services LLC



Benjamin Hood
Industrial Hygiene Department Manager



Thomas B. Gormley, CIH, CSP, CMC, PMP, MS
Industrial Hygiene Senior Project Manager

Jersey Street Road Construction - Des 1801731									
FEE PROPOSAL, DATED 03/06/2021									
R/W Engineering									
Parcel	Owner	Tax I.D.	Title Work Fee	Title Update Fee	Plats, Legals Fee	Staking Fee	APA Fee	Subtotal R/W Engineering	
45	Indiana Associated Telephone Corp	29-10-06-101-032.000-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	
46	Mark T. & Marcia Nigh	29-10-06-101-031.000-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	
47	GTE MTO, INC.	29-10-06-101-003.001-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	
48	JMD Holdings LLC	29-10-06-101-022.000-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	
49	Competitive Edge Properties, LLC	29-10-06-101-019.000-015	\$ 750.00	\$ 300.00	\$ 2,000.00	\$ 300.00		\$ 3,350.00	
50	Blue Door Real Estate LLC-S Series 128 Walnut	29-10-06-101-018.000-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	
51	Warren C. Mockler	29-10-06-101-016.000-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	
52	Carpenter Referrals, INC.	29-10-06-102-021.000-015	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	
53	TBD (CONTINGENCY PARCEL)	TBD	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	
54	TBD (CONTINGENCY PARCEL)	TBD	\$ 375.00	\$ 150.00	\$ 2,000.00	\$ 300.00		\$ 2,825.00	
			\$ 4,125.00	\$ 1,650.00	\$ 20,000.00	\$ 3,000.00	\$ -	\$ 28,775.00	

NOTE: INDOT fee schedule will be used that is effective at the time of NTP.

NOTE: Any revisions required to 'Plats, Legals' due to design changes will be charged at half of the original fee.

AMERICAN STRUCTUREPOINT, INC.						
Jersey Street - Manhour Justification						
Project: Jersey Street Road Construction - Westfield, Indiana						
Description: Construction Phase Design Services - Final Design Supplemental						
06-Mar-21						
WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Shop Drawing Review	0	2	4	0	0	6
Track Utility Coordination	0	4	4	0	0	8
Attend Progress Meetings (x2)	4	4	4	0	0	12
Clarifications and Interpretations	2	2	4	0	0	8
TOTAL HOURS	6	12	16	0	0	34
WEIGHTED HOURLY RATE	\$200.00	\$180.00	\$145.00	\$100.00	\$140.00	
DIRECT SALARY COST	\$1,200.00	\$2,160.00	\$2,320.00	\$0.00	\$0.00	\$5,680.00
DIRECT COSTS (See Below)						\$336.20
TOTAL FEE (ROUNDED DOWN)						\$6,000.00

	Unit Cost	Quantity	Cost
Mileage	\$0.380	240	\$91.20
Shipping	LSUM	0	\$0.00
Meals	\$26.00	0	\$0.00
Lodging	\$89.00	0	\$0.00
Blueprints	\$1.50	150	\$225.00
Copies	\$0.10	200	\$20.00
TOTAL =			\$336.20



June 23, 2021

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:

- Alt Construction, LLC, NinjaZone, Bond #SU1170439, \$28,105.00, Erosion Control
- Alt Construction, LLC, NinjaZone, Bond #SU1170440, \$119,667.90, Storm Sewer
- Platinum Properties Management Company, Emory Trace, Section 2, Bond #3739842, \$48,174.50, Erosion Control
- Platinum Properties Management Company, Lancaster, Section 2, Bond #3739841, \$58,426.50, Erosion Control
- M/I Homes of Indiana, Scofield Farms, Section 6, Bond #SUR0060750, \$37,783.00, Asphalt Path
- M/I Homes of Indiana, Scofield Farms, Section 6, Bond #SUR0060751, \$183,383.00, Streets
- M/I Homes of Indiana, Scofield Farms, Section 6, Bond #SUR0060752, \$34,917.00, Curbs
- M/I Homes of Indiana, Scofield Farms, Section 6, Bond #SUR0060753, \$23,777.00, Common Area Sidewalks
- M/I Homes of Indiana, Scofield Farms, Section 6, Bond #SUR0060754, \$24,314.00, Lime Stabilization
- M/I Homes of Indiana, Scofield Farms, Section 6, Bond #SUR0060755, \$179,473.00, Storm Sewer
- Alderson Commercial Group, Inc., Sunbelt Rentals Westfield, Bond #NIN2076, \$19,365.50, Erosion Control
- Alderson Commercial Group, Inc., Sunbelt Rentals Westfield, Bond #NIN2077, \$40,617.50, Right of Way Improvements
- Lennar Homes of Indiana, Westgate, Section 3, Bond #1089771, \$163,917.00, Erosion Control

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:

- Meijer Stores Limited Partnership, Meijer Store #319, Bond #30090882, \$2,298,487.00, Public Infrastructure Improvements, SESC, & Storm Sewer
- Custom Living, Field Brewing, Bond #2364108, \$7,553.00, Erosion Control & ROW Improvements
- JRF Construction, Monon Crossing Retail Center, Bond #NIN1675, \$360,030.00, Storm Sewer, Erosion Control & Improvement w/in Existing ROW
- The Peterson Company, Westfield Business Center, Bond #30034038, \$11,000.00, Erosion Control

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:

- Meijer Stores Limited Partnership, Meijer Store #319, Bond #30127092, \$229,848.70, Public Infrastructure Improvements, SESC, & Storm Sewer
- MAP Westfield, LLC, Monon Crossing, Bond #1915248, \$28,661.00, ROW & Storm Sewer

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:

- Lauth Construction, Jonathan Byrd's Fieldhouse, Bond #1037496, \$16,776.50, Storm Sewer & Erosion Control
- Thieneman Construction, Inc., Foundation Parkway, Bond #58724144, \$10,687.19

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:

- Grassy Branch Development, Grassy Branch at Bridgewater – 151st Street Community Trail, LOC #18132771-00-000, \$18,000.00

Letter of Credit Release

The Westfield Public Works Department is recommending that the Board of Public Works and Safety [release](#) the following Letters of Credit for the requested developments:

- JC Hart, Harmony Apartments, LOC #1027062-28930, \$31,238.90, Erosion Control

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:

- Woodwind Residential, Wood Wind South, Section 1, \$6,720.20, Streets & Erosion Control
- Woodwind Residential, Wood Wind South, Section 2, \$2,213.50, Erosion Control



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 Bryant, PE

Michael Rowe, PE

PROFESSIONAL STAFF

Andrew T. Wolka, PE

Devin L. Stettler, AICP

Michael S. Oliphant, AICP

E. Rachelle Pemberton, PE

Timothy J. Coomes, PLS

Jon E. Clodfelter, PE

Steven R. Passey, PE

Brian J. Pierson, PE

Christopher L. Hammond, PE

Paul D. Glotzbach, PE

Brian S. Frederick, PE

Jay N. Ridens, PE

Christopher J. Dyer, PE

Matthew R. Lee, PE

William R. Curtis, PE

Jeromy A. Richardson, PE

Heather E. Kilgour, PE

Adam J. Greulich, PLS

Caleb C. Ross, PE

Dann C. Barrett, PE

Scott G. Minnich, PE

Michael D. Farrell, CPA

Jim R. Lesh, PE

Nicholas J. Kocher, PE

Kelton S. Cunningham, PE

Braun S. Rodgers, PE

Chris J. Andrzejewski, PE

Greg J. Broz, PE

Joshua D. Gonya, PE

Brian S. Haefliger, PE

Ian A.R. Scott, PE

Amanda Stevens, PE

Rob B. Iversen, PE

Jeffrey E. Lazzell, PE

June 22, 2021

Mr. Johnathan Nail, PE
City Engineer
City of Westfield
2728 East 171st Street
Westfield, IN 46074

RE: R-41326 DES 1801434
169th Street and Spring Mill Road Roundabout

Dear John:

We have attached a PDF Consultant Contract for the referenced project for your review and approval.

The enclosures listed below represent our understanding of the project scope and schedule used to calculate the proposed fee.

Please let us know when this contract will be presented to the Board of Public Works and we will be present to answer any questions. Please return one signed copy.

If you have any questions or comments, please contact me anytime. My cell phone number is (317) 502-4246.

Sincerely,
UNITED CONSULTING

Brian N. Miller, Manager
Construction Inspection Services

Enclosures – Project Scope Summary
Man-hour Justification worksheet
Consultant Contract (PDF)

c: File (pending)
Jeff Larrison
Chris Pope

www.ucindy.com
(317) 895-2585
8440 Allison Pointe Blvd., Suite 200, Indianapolis, IN 46250



PROJECT SCOPE SUMMARY – 169th Street and Spring Mill Road Roundabout

Bid Date: *June 14, 2021

Anticipated Start Date: ***September 6, 2021

Intermediate Completion Date: N/A

Final Completion Date: ***November 20, 2021

Project Duration: **17 weeks

Construction Estimate: \$1,800,000

Proposed Staffing:

- 1 part time Construction Manager I for project duration of 17 weeks (11 weeks of part time construction plus 6 weeks for the Final Construction Record).
- 1 part time Field Operations Manager for project duration of 58 hours (38 hours of part time construction plus 20 hours for Q/C of the Final Construction Record).

*From INDOT Website

**Time includes construction and time for FCR

***Estimated as no Contract Documents were available at the time of preparation



Construction Engineering Department/Inspection

MAN-HOUR JUSTIFICATION

R-41326 DES 1801434

169th Street and Spring Mill Road Roundabout

City of Westfield

DESCRIPTION	Department Manager	Construction Manager I	Construction Manager I	Field Operations Manager		
Preconstruction			OT			
Preconstruction Meeting	4	12		4		
Site Manager Work - Construction *						
Daily Diary and Pay Quantity Entry (10 hours per week)	10	110		20		
Material Record Entry (4 hour per week)		44		4		
Progress Meetings	6	24		10		
** Concrete, LWD, and DCP Testing (4 hrs per week)		44				
Project Closeout						
Final Construction Record	8	240		20		
N.O.T.		40				
Above Estimate is based on 11 weeks Construction and & 6 weeks FCR						
* Excludes LWD Testing (see Direct Expenses)						
TOTAL HOURS	28	514	0	58		
BILLING RATE	\$238.00	\$156.00	\$202.80	\$185.00		
	\$ 6,664.00	\$ 80,184.00		\$ 10,730.00		\$ 97,578.00
DIRECT COSTS (See Below)						\$ 1,615.00
TOTAL FEE (hourly not-to-exceed)						\$ 99,200

Direct Expenses Cost	Unit Cost	Units	Quantity	Cost
Mileage - assume 3 trips per week	\$ 0.60	Miles	1,650	\$ 990.00
Copies	\$ 0.10	Each	0	\$ -
Per Diem Expense	\$ 30.00	Days	0	\$ -
Overnight Lodging	\$ 100.00	Nights	0	\$ -
LWD Testing - Subgrade Treatment	\$ 125.00	Trip	5	\$ 625.00
TOTAL				\$ 1,615.00

From INDOT Website

** Estimated as no documents were available at the time of preparation

Bid Date 7/14/21

** Est Start Date 9/6/21

** Cal. Comp Date 11/20/21

** Est Weeks 10.71

Use Weeks 11 Construction

Estimate unknown \$ 1,800,000.00

Total \$ 1,800,000.00

CI Percentage 5.5%

PROFESSIONAL SERVICES AGREEMENT



This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made by and between **City of Westfield Board of Public Works**, ("CLIENT") and **UNITED CONSULTING**, an Indiana corporation ("UNITED CONSULTING").

WITNESSETH



WHEREAS, UNITED CONSULTING desires to provide, and CLIENT desires for UNITED CONSULTING to provide, certain professional services to be performed with respect to **R-41326 DES 1801434 169th Street and Spring Mill Road Roundabout** ("Project"), subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the promises, the mutual covenants and undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section I – Services by UNITED CONSULTING

The professional services to be performed by UNITED CONSULTING are described in Appendix "A" attached hereto, and made a part hereof, and are referred to herein as the "Services".

Section II – Information and Services to be furnished by CLIENT

The information and services to be furnished by the CLIENT are as set out in Appendix "B", which is attached to this Agreement, and incorporated herein by reference.

Section III – Commencement of Services and Schedule

UNITED CONSULTING shall commence performance under this Agreement upon execution by the parties and shall provide the Services hereunder in accordance with the Schedule contained in Appendix "C", which is attached to this Agreement, and incorporated herein by reference.

Section IV - Compensation

For all Services rendered by UNITED CONSULTING under this Agreement, CLIENT agrees to pay UNITED CONSULTING on the basis of fees and charges established in Appendix "D", which is attached to this Agreement, and incorporated herein by reference.

Section V – Term and Termination

1. Term

This Agreement shall commence upon execution by the parties and shall continue until completion of the Services and deliverables as set forth in Appendix "C" or unless terminated as set forth below.

2. Termination

CLIENT reserves the right to terminate or suspend this Agreement upon five days advance written notice to UNITED CONSULTING. Upon termination of this Agreement, UNITED CONSULTING shall deliver all Work Product (as defined herein) to CLIENT. The dollar amount for any earned but unpaid Services performed by UNITED CONSULTING shall be based upon an estimate of the portions of the total Services completed by UNITED CONSULTING through the effective date of termination, which estimate shall be as made by CLIENT in the exercise of its honest and reasonable judgment for all Services to be paid for on a lump sum basis and shall be based upon an audit by CLIENT of those Services to be paid for on a cost basis or a cost plus fixed fee basis as described in Section IV hereof.

Section VI - General Provisions

1. Subcontracting

It is recognized that UNITED CONSULTING may engage subcontractors to perform a portion of the work under this Agreement. The engagement of subcontractors by UNITED CONSULTING shall not relieve UNITED CONSULTING of any responsibility for the fulfillment of this Agreement. No subcontractor shall subcontract any portion of its work under this Agreement.

UNITED CONSULTING will include a term requiring compliance with all applicable Code of Ethics and Conflict of Interest Policies of the CLIENT in any agreement with a subcontractor for the fulfillment of work under this Agreement.

2. Ownership of Documents

All reproducible materials prepared by UNITED CONSULTING or its subcontractors in connection with this Agreement, alone or in combination with others, on any and all media, in whole or in part, and all copies thereof, whether created before, during, or after the term of this Agreement (collectively, the "Work Product") will be the property of CLIENT.

UNITED CONSULTING shall be allowed to retain copies of all documents included in the Work Product, unless prohibited for reasons of security and as mutually agreed by both parties.

UNITED CONSULTING agrees that written agreements with any and all subcontractors used by UNITED CONSULTING to fulfill UNITED CONSULTING's obligations hereunder shall contain language substantially similar to that of this Subsection to assign to CLIENT all Work Product by such subcontractors, and to require cooperation with UNITED CONSULTING on the same terms and conditions as set forth herein.

The provisions of this Subsection shall survive the expiration, suspension, abandonment, termination, or completion of this Agreement.

3. Access to Records

Full access to the work during the progress of the Services shall be available to the CLIENT. UNITED CONSULTING and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred under this Agreement and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three (3) years from the date of final payment for Services is made by the CLIENT to UNITED CONSULTING.

4. Liability for Damages

UNITED CONSULTING assumes all risk of loss, damage or destruction to the work product, to all of its materials, tools, appliances and property of every description, and for injury to or deaths of its employees or agents arising out of or in connection with the performance of this Agreement, excluding that which occurs due to the acts or failure to act of any third party, and excluding that which is caused by the CLIENT.

5. General Liability Insurance

- a. Amounts and Coverage. UNITED CONSULTING shall procure and maintain at its expense insurance of the kind and in the amounts set forth in Appendix "E" by companies authorized to do such business in the State of Indiana covering all Services and related activities performed by UNITED CONSULTING.
- b. Evidence of Insurance. Before commencing its Services, UNITED CONSULTING shall furnish to CLIENT a certificate, or certificates, showing that it has complied with this Section VI.5.b, which certificate or certificates, shall also designate CLIENT as an additional named insured. The policies shall not be changed or canceled unless thirty (30) days prior written notice has been given to CLIENT.

6. Workmen's Compensation

UNITED CONSULTING shall be responsible for providing all necessary unemployment and Worker's Compensation Insurance for its employees. UNITED CONSULTING shall provide the CLIENT with a certificate of insurance indicating that it has complied with this requirement.

7. Changes in Work

- a. Prior Approval. UNITED CONSULTING shall not commence any additional services or change of scope until authorized by the CLIENT.
- b. Additional Services. Additional services may include, but not be limited to:
 - i. Services associated with significant changes in the scope, extent, or character of the portions of the Project required by, but not limited to, changes in scope, complexity or schedule and revisions required by changes in applicable laws and regulations or due to any other causes beyond UNITED CONSULTING's control.
 - ii. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation or other dispute resolution process related to the Project that does not involve a claim against UNITED CONSULTING or a claim that is based on an alleged act of negligence or breach of contract by UNITED CONSULTING.
 - iii. Subject to other provisions of this Agreement, additional or extended services during the Project made necessary by (1) emergencies or Acts of God endangering the Project site, (2) an occurrence of a hazardous environmental condition, (3)

damages to CLIENT facilities caused by fire, flood or other cause, (4) acceleration or deceleration of the Project Schedule involving services beyond normal working hours, (5) significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages, and (6) default or failure to perform by other consultants.

8. Non-Discrimination and Code of Ethics

UNITED CONSULTING and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of the Services under this Agreement, 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, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

UNITED CONSULTING shall comply with all applicable Code of Ethics and Conflict of Interest Policies of the CLIENT.

9. Safety

- a. Responsibility. UNITED CONSULTING shall be directly responsible for the safety requirements and programs applicable to its own employees, its subcontractors and other parties with whom it has contracted to perform Services with respect to the Project.
- b. Compliance. UNITED CONSULTING's safety program shall comply with applicable federal, state and local statutes, rules, regulations and ordinances. UNITED CONSULTING shall report to CLIENT, in writing, any injury or accident at the Project site involving its employees, its subcontractors or other parties for which it is responsible, within forty-eight (48) hours or a shorter period of time if required by law.
- c. Notification. UNITED CONSULTING shall not be responsible for the safety requirements or programs applicable to any other person or entity involved with the Project other than UNITED CONSULTING and its subcontractors.

10. Independent Contractor

CLIENT and UNITED CONSULTING are acting in an individual capacity in the performance of this Agreement and will not act as agents, employees, partners, joint venturers 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 purpose whatsoever. Neither party will assume any liability for any injury (including death) to any persons, nor damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors of the other party. UNITED CONSULTING shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.

11. Indemnification

UNITED CONSULTING agrees to indemnify the CLIENT for all claims and liability due to the negligent acts of UNITED CONSULTING or its subcontractors, agents or employees.

12. Notification

All written notices required by this Agreement shall be sent to the parties at the following addresses by Certified Mail, Return Receipt.

CLIENT:

*Mr. Jeremy Lollar
Director of Public Works
City of Westfield
2706 East 171st Street
Westfield, IN 46074*

UNITED CONSULTING:

*United Consulting
Dave Richter, President
8440 Allison Pointe Boulevard, Suite 200
Indianapolis, Indiana 46250*

13. Authority to Bind United Consulting

As used in this Agreement, UNITED CONSULTING refers to United Consulting Engineers, Inc. d/b/a UNITED CONSULTING. Further, the signatory for UNITED CONSULTING represents that he/she has been duly authorized to execute this Agreement on behalf of UNITED CONSULTING and has obtained all necessary or applicable approvals to make this Agreement fully binding upon UNITED CONSULTING when his/her signature is affixed hereto.

14. Successors and Assignees

This Agreement is binding upon and shall inure to the benefit of CLIENT and UNITED CONSULTING and their respective successors and permitted assigns. UNITED CONSULTING shall not assign this Agreement without the written consent of CLIENT.

15. Entire Agreement; Amendments

This Agreement and its Appendices, each of which is incorporated herein by reference and made a part of this Agreement, constitutes the entire Agreement of the parties with regard to the subject matter hereof and supersedes all prior discussions or agreements concerning any subject matter related hereto. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to principles respecting conflicts of laws. Subject to Section 19, any action pursuant to this Agreement shall be brought and tried in a court of competent jurisdiction in Marion County, Indiana, and each party hereby irrevocably consents to the personal and subject matter jurisdiction of any such court and waives any objection to such jurisdiction and venue.

17. Non-Waiver

It is agreed and acknowledged that no action or failure to act by CLIENT or UNITED CONSULTING as to a breach, act or omission of the other shall constitute a waiver of any right or duty afforded either of them under this Agreement, as to any subsequent breach, act or omission of the other nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereof, except as may be specifically agreed in writing. No right conferred on either party under

this Agreement shall be deemed waived and no breach of this Agreement excused unless such a waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

18. Invalid Provisions

If any part of this Agreement is later found to be contrary to, prohibited by or invalid under applicable law, rules or regulations, that provision shall not apply and shall be omitted to the extent so contrary, prohibited or invalid, but the remainder of this Agreement shall not be invalidated and shall be given full force and effect insofar as possible.

19. Dispute Resolution

Any dispute arising out of this Agreement that cannot be resolved through informal discussions between the parties, shall be subject to this Section.

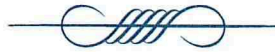
- a. The parties agree that the existence of a dispute notwithstanding, the parties shall continue without delay to carry out all of their respective responsibilities under this Agreement.
- b. Should any dispute arise with respect to this Agreement that cannot be resolved through informal discussions between the parties, a party shall serve written notice to the other party outlining the details of the dispute and demanding mediation. No later than twenty (20) days from the date of the notice demanding mediation, the parties shall confer to discuss the selection of the mediator and agree upon other mediation procedures.
- c. Submission of a dispute under this Agreement to a mediation procedure shall be a condition precedent to filing litigation. No litigation shall be initiated by either party unless the mediation has been completed (unsuccessfully) or a party has failed to participate in a mediation procedure.

20. E-Verify

E-Verify. Pursuant to Ind. Code § 22-5-1.7-11, UNITED CONSULTING, by entering into the Contract with CLIENT, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. UNITED CONSULTING is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists. UNITED CONSULTING hereby states that it does not knowingly employ an unauthorized alien. UNITED CONSULTING further affirms that, prior to entering into the Contract with CLIENT, it will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

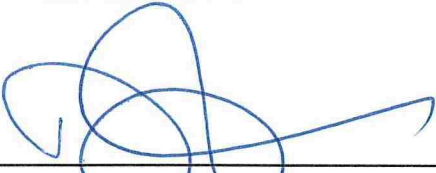
[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.



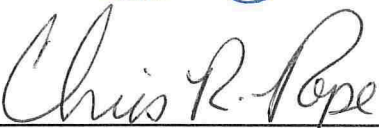
UNITED CONSULTING

CLIENT

BY: 

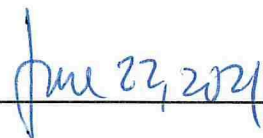
Dave Richter, President

BY: _____

BY: 

Chris R. Pope, Vice President

BY: _____

DATE: 

BY: _____

DATE: _____

ATTEST: _____

Appendices

- Appendix A** - Services by UNITED CONSULTING
- Appendix B** - Information and Services to be provided by CLIENT
- Appendix C** - Project Schedule
- Appendix D** - Compensation
- Appendix E** - Insurance

Services by UNITED CONSULTING

A. CONSTRUCTION INSPECTION

1. For the fulfillment of all services outlined in Section A and B below, UNITED CONSULTING will provide a Part-time Construction Manager I anticipating working 22 hours per week to provide the following services (for Site Manager entries and for concrete and misc. testing), to serve as the CLIENT'S Site Manager and Testing Specialist working principally through the CLIENT'S inspector or such other person in authority as designated by the CLIENT. A summary of the work to be performed by UNITED CONSULTING is outlined below:
 - a. Site Manager entries
 1. Daily Diary and Pay Quantity Entry. CLIENT will have a full-time inspector on-site that will provide UNITED CONSULTING with paper daily reports of work activities and pay items measured and calculated/sketches and UNITED CONSULTING will enter into Site Manager once a week.
 2. Material Record Entry. Enter material certifications and any concrete tests taken by UNITED CONSULTING into Site Manager.
 3. Concrete and LWD Testing. UNITED CONSULTING'S Construction Manager I will take required concrete and LWD tests to certify material records.
 - b. Project Closeout
 1. Assembly of Final Construction Record suitable to be turned into INDOT.
2. UNITED CONSULTING shall report to the CLIENT on matters concerning contract compliance and administration. UNITED CONSULTING shall coordinate Site Manager work entries related to the construction with the CLIENT.
3. UNITED CONSULTING will provide a Final Construction Record suitable to INDOT along with Material Record Certification to the CLIENT.

Information and Services Provided by CLIENT

The CLIENT shall furnish the UNITED CONSULTING with the following:

1. The CLIENT shall designate an employee as Project Coordinator as a primary point of contact for this project administration.
2. The CLIENT shall provide a Project Inspector responsible for:
 - a. Daily reports
 - b. Documentation of Pay Quantities, including but not limited to; field sketches and location/justification of pay items.
 - c. Be thoroughly familiar with the Contract plans and specifications in order to monitor the work.
 - d. Reporting to the CLIENT any deviations observed by the CLIENT'S inspector.

APPENDIX D

Compensation

A. Amount of Payment

1. UNITED CONSULTING shall receive as payment for the work performed under this Agreement the fee not to exceed **\$99,200.00** unless a modification of the Agreement is approved in writing by the CLIENT.
2. All work under this Agreement shall be paid to UNITED CONSULTING on the basis of actual hours of work performed by essential personnel working exclusively on this project at the billing rates as set forth in the Billing Rates by Classification Table on page 2 of this Appendix.

B. Method of Payment

1. UNITED CONSULTING may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the CLIENT. The invoice voucher shall represent the value, to the CLIENT, of the partially completed work as of the date of the invoice voucher.
2. In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable shall be adjusted in accordance with item 7, (changes in work) of the General Provisions, set out in this Agreement.

Schedule

For purposes of contract control any work required to be submitted by the UNITED CONSULTING to the CLIENT for review and approval within the following approximate time periods:

A. CONSTRUCTION INSPECTION

1. UNITED CONSULTING shall provide part time Site Manager specialist for a construction time of **11** weeks.
2. UNITED CONSULTING shall provide a Final Construction Record within 45 days of Final Acceptance of the project by the CLIENT.

B. CONSTRUCTION SCHEDULE – The inspection budget was based on providing an RPR over the following project schedule:

1. INDOT Contract Letting Date: July 14, 2021
2. Start of construction on or after September 6, 2021
3. Final completion date of November 20, 2021

UNITED Consulting

2021 Billing Rates by Classification

CLASSIFICATION		HOURLY BILLING RATES
1	Department Manager	\$238.00
2	Field Operations Manager	\$185.00
3	Construction Manager I	\$156.00
	OT	\$202.80
4	Construction Manager II	\$123.00
	OT	\$159.90

NOTES:

- (1) *Billing Rate Includes Overhead and Profit Margin*
- (2) *Mileage shall be reimbursed at \$0.60 per mile*
- Other direct costs such as Permit Fees, Recording Fees, Legal Fees,*
(3) *Advertising Fees, Hotel Cost, Etc. shall be reimbursed at their actual costs.*
- (4) *These rates shall be increased by 4% on January 1 of each year subsequent to 2021.*
- (5) *Work performed by Subconsultants shall be reimbursed at their actual cost.*

APPENDIX E

Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/4/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SterlingRisk 135 Crossways Park Drive P.O. Box 9017 Woodbury NY 11797	CONTACT NAME: PHONE (A/C, No, Ext): 800-767-7837 FAX (A/C, No): 516-487-0372 E-MAIL ADDRESS: request@sterlingrisk.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Architects & Engineers Insurance Company, RRG	
NAIC #	
44148	
INSURED United Consulting Engineers, Inc. 8440 Allison Pointe, BLVD, Suite 200 Indianapolis IN 46250	UNITCON-02 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES
CERTIFICATE NUMBER: 153045838

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			AEICPG19	12/22/2019	12/22/2022	\$3,000,000 \$6,000,000 Limit each claim Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Policy includes Waiver of Subrogation when required by written contract.

CERTIFICATE HOLDER
CANCELLATION

City of Westfield 2728 East 171st Street Westfield IN 46074	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/04/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WalkerHughes Insurance 6510 N Shadeland Ave Indianapolis IN 46220	CONTACT NAME: Brenda Russell PHONE (A/C, No, Ext): (317) 353-8000 E-MAIL ADDRESS: b.russell@walkerhughes.com FAX (A/C, No): (317) 351-7149
INSURED United Consulting Engineers Inc., dba United Consulting 8440 Allison Pointe Blvd, Ste 200 Indianapolis IN 46250	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Co. Ltd INSURER B: Hartford Accident & Indemnity Co INSURER C: Hartford Ins Co of the Midwest INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** CL2010634608**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			84SBWUI8421	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			84UEGVV8861	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			84SBWUI8421	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☒ N	N / A		84WEGCB8685	11/01/2020	11/01/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability, Automobile and Umbrella coverage provides for additional insured when agreed by contract or agreement. General Liability, Automobile and Umbrella coverage are provided on a primary, non-contributory basis. General Liability, Automobile and Workers Compensation include blanket waiver of subrogation. General liability does not exclude explosion, collapse or underground exposures and/or contract liability. 30 days notice of cancellation, except for non-payment, shall be provided to the certificate holder.

CERTIFICATE HOLDER**CANCELLATION**

City of Westfield 2728 East 171st Street Westfield IN 46074	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Brenda Russell</i>
---	--

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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 Bryant, PE

Michael Rowe, PE

PROFESSIONAL STAFF

Andrew T. Wolka, PE

Devin L. Stettler, AICP

Michael S. Oliphant, AICP

E. Rachelle Pemberton, PE

Timothy J. Coomes, PLS

Jon E. Clodfelter, PE

Steven R. Passey, PE

Brian J. Pierson, PE

Christopher L. Hammond, PE

Paul D. Glotzbach, PE

Brian S. Frederick, PE

Jay N. Ridens, PE

Christopher J. Dyer, PE

Matthew R. Lee, PE

William R. Curtis, PE

Jeromy A. Richardson, PE

Heather E. Kilgour, PE

Adam J. Greulich, PLS

Caleb C. Ross, PE

Dann C. Barrett, PE

Scott G. Minnich, PE

Michael D. Farrell, CPA

Jim R. Lesh, PE

Nicholas J. Kocher, PE

Kelton S. Cunningham, PE

Braun S. Rodgers, PE

Chris J. Andrzejewski, PE

Greg J. Broz, PE

Joshua D. Gonya, PE

Brian S. Haefliger, PE

Ian A.R. Scott, PE

Amanda Stevens, PE

Rob B. Iversen, PE

Jeffrey E. Lazzell, PE

June 22, 2021

Mr. Johnathan Nail, PE
City Engineer
City of Westfield
2728 East 171st Street
Westfield, IN 46074

RE: R-42283 DES 1901777
Midland Trace Trail Crossing on Carey Road

Dear John:

We have enclosed a PDF Consultant Contract for the referenced project for your review and approval.

The enclosures listed below represent our understanding of the project scope and the schedule used to calculate the proposed fee.

Please let us know when this contract will be presented to the Board of Public Works and we will be present to answer any questions. Please return one signed copy.

If you have any questions or comments, please contact me anytime. My cell phone number is (317) 502-4246.

Sincerely,
UNITED CONSULTING

Brian N. Miller, Manager
Construction Inspection Services

Enclosures – Project Scope Summary
Man-hour Justification worksheet
Consultant Contract (PDF)

c: File (pending)
Jeff Larrison
Chris Pope

www.ucindy.com (317) 895-2585 8440 Allison Pointe Blvd., Suite 200, Indianapolis, IN 46250



PROJECT SCOPE SUMMARY – Midland Trace Trail Crossing on Carey Road

Bid Date: *August 11, 2021

Anticipated Start Date: ***September 10, 2021

Intermediate Completion Date: N/A

Final Completion Date: ***October 1, 2021

Project Duration: **3.5 weeks

Construction Estimate: \$35,000

Proposed Staffing:

- 1 part time Construction Manager I for project duration of 3.5 weeks (3 weeks of part time construction plus 0.5 weeks for the Final Construction Record).
- 1 part time Field Operations Manager for project duration of 2 hours (2 hours for Q/C of the Final Construction Record).

*From INDOT Website

**Time includes construction and time for FCR

***Estimated as no Contract Documents were available at the time of preparation



Construction Engineering Department/Inspection

MAN-HOUR JUSTIFICATION

R-42283 DES 1901777

Midland Trace Trail Crossing on Carey Road

City of Westfield

DESCRIPTION	Department Manager	Construction Manager I	Construction Manager I	Field Operations Manager		
Preconstruction			OT			
Preconstruction Meeting	2	8				
Part Time Construction Inspection*						
9 hours per week for 3 weeks		27				
Project Closeout						
Final Construction Record	1	20		2		
N.O.T.		4				
Above Estimate is based on 3 weeks Construction and & 0.5 weeks FCR						
TOTAL HOURS	3	59	0	2		
BILLING RATE	\$238.00	\$156.00	\$202.80	\$185.00		
	\$ 714.00	\$ 9,204.00		\$ 370.00		\$ 10,288.00
DIRECT COSTS (See Below)						\$ 260.00
TOTAL FEE (hourly not-to-exceed)						\$ 10,500

Direct Expenses Cost	Unit Cost	Units	Quantity	Cost
Mileage - assume 3 trips per week	\$ 0.60	Miles	225	\$ 135.00
Copies	\$ 0.10	Each	0	\$ -
Per Diem Expense	\$ 30.00	Days	0	\$ -
Overnight Lodging	\$ 100.00	Nights	0	\$ -
LWD Testing - Subgrade Treatment	\$ 125.00	Trip	1	\$ 125.00
TOTAL				\$ 260.00

From INDOT Website

** Estimated as no documents were available at the time of preparation

Bid Date 8/11/21

** Est Start Date 9/10/21

** Cal. Comp Date 10/1/21

** Est Weeks 3.00

Engineer Estimate \$ 35,000.00

USE 3 Weeks Construction

Total \$ 35,000.00

CI Percentage 30.0%

PROFESSIONAL SERVICES AGREEMENT



This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made by and between **City of Westfield Board of Public Works**, ("CLIENT") and **UNITED CONSULTING**, an Indiana corporation ("UNITED CONSULTING").

WITNESSETH



WHEREAS, UNITED CONSULTING desires to provide, and CLIENT desires for UNITED CONSULTING to provide, certain professional services to be performed with respect to **R-42283 DES 1901777 Midland Trace Trail Crossing on Carey Road** ("Project"), subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the promises, the mutual covenants and undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section I – Services by UNITED CONSULTING

The professional services to be performed by UNITED CONSULTING are described in Appendix "A" attached hereto, and made a part hereof, and are referred to herein as the "Services".

Section II – Information and Services to be furnished by CLIENT

The information and services to be furnished by the CLIENT are as set out in Appendix "B", which is attached to this Agreement, and incorporated herein by reference.

Section III – Commencement of Services and Schedule

UNITED CONSULTING shall commence performance under this Agreement upon execution by the parties and shall provide the Services hereunder in accordance with the Schedule contained in Appendix "C", which is attached to this Agreement, and incorporated herein by reference.

Section IV - Compensation

For all Services rendered by UNITED CONSULTING under this Agreement, CLIENT agrees to pay UNITED CONSULTING on the basis of fees and charges established in Appendix "D", which is attached to this Agreement, and incorporated herein by reference.

Section V – Term and Termination

1. Term

This Agreement shall commence upon execution by the parties and shall continue until completion of the Services and deliverables as set forth in Appendix "C" or unless terminated as set forth below.

2. Termination

CLIENT reserves the right to terminate or suspend this Agreement upon five days advance written notice to UNITED CONSULTING. Upon termination of this Agreement, UNITED CONSULTING shall deliver all Work Product (as defined herein) to CLIENT. The dollar amount for any earned but unpaid Services performed by UNITED CONSULTING shall be based upon an estimate of the portions of the total Services completed by UNITED CONSULTING through the effective date of termination, which estimate shall be as made by CLIENT in the exercise of its honest and reasonable judgment for all Services to be paid for on a lump sum basis and shall be based upon an audit by CLIENT of those Services to be paid for on a cost basis or a cost plus fixed fee basis as described in Section IV hereof.

Section VI - General Provisions

1. Subcontracting

It is recognized that UNITED CONSULTING may engage subcontractors to perform a portion of the work under this Agreement. The engagement of subcontractors by UNITED CONSULTING shall not relieve UNITED CONSULTING of any responsibility for the fulfillment of this Agreement. No subcontractor shall subcontract any portion of its work under this Agreement.

UNITED CONSULTING will include a term requiring compliance with all applicable Code of Ethics and Conflict of Interest Policies of the CLIENT in any agreement with a subcontractor for the fulfillment of work under this Agreement.

2. Ownership of Documents

All reproducible materials prepared by UNITED CONSULTING or its subcontractors in connection with this Agreement, alone or in combination with others, on any and all media, in whole or in part, and all copies thereof, whether created before, during, or after the term of this Agreement (collectively, the "Work Product") will be the property of CLIENT.

UNITED CONSULTING shall be allowed to retain copies of all documents included in the Work Product, unless prohibited for reasons of security and as mutually agreed by both parties.

UNITED CONSULTING agrees that written agreements with any and all subcontractors used by UNITED CONSULTING to fulfill UNITED CONSULTING's obligations hereunder shall contain language substantially similar to that of this Subsection to assign to CLIENT all Work Product by such subcontractors, and to require cooperation with UNITED CONSULTING on the same terms and conditions as set forth herein.

The provisions of this Subsection shall survive the expiration, suspension, abandonment, termination, or completion of this Agreement.

3. Access to Records

Full access to the work during the progress of the Services shall be available to the CLIENT. UNITED CONSULTING and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred under this Agreement and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement and for three (3) years from the date of final payment for Services is made by the CLIENT to UNITED CONSULTING.

4. Liability for Damages

UNITED CONSULTING assumes all risk of loss, damage or destruction to the work product, to all of its materials, tools, appliances and property of every description, and for injury to or deaths of its employees or agents arising out of or in connection with the performance of this Agreement, excluding that which occurs due to the acts or failure to act of any third party, and excluding that which is caused by the CLIENT.

5. General Liability Insurance

- a. Amounts and Coverage. UNITED CONSULTING shall procure and maintain at its expense insurance of the kind and in the amounts set forth in Appendix "E" by companies authorized to do such business in the State of Indiana covering all Services and related activities performed by UNITED CONSULTING.
- b. Evidence of Insurance. Before commencing its Services, UNITED CONSULTING shall furnish to CLIENT a certificate, or certificates, showing that it has complied with this Section VI.5.b, which certificate or certificates, shall also designate CLIENT as an additional named insured. The policies shall not be changed or canceled unless thirty (30) days prior written notice has been given to CLIENT.

6. Workmen's Compensation

UNITED CONSULTING shall be responsible for providing all necessary unemployment and Worker's Compensation Insurance for its employees. UNITED CONSULTING shall provide the CLIENT with a certificate of insurance indicating that it has complied with this requirement.

7. Changes in Work

- a. Prior Approval. UNITED CONSULTING shall not commence any additional services or change of scope until authorized by the CLIENT.
- b. Additional Services. Additional services may include, but not be limited to:
 - i. Services associated with significant changes in the scope, extent, or character of the portions of the Project required by, but not limited to, changes in scope, complexity or schedule and revisions required by changes in applicable laws and regulations or due to any other causes beyond UNITED CONSULTING's control.
 - ii. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation or other dispute resolution process related to the Project that does not involve a claim against UNITED CONSULTING or a claim that is based on an alleged act of negligence or breach of contract by UNITED CONSULTING.
 - iii. Subject to other provisions of this Agreement, additional or extended services during the Project made necessary by (1) emergencies or Acts of God endangering the Project site, (2) an occurrence of a hazardous environmental condition, (3)

damages to CLIENT facilities caused by fire, flood or other cause, (4) acceleration or deceleration of the Project Schedule involving services beyond normal working hours, (5) significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages, and (6) default or failure to perform by other consultants.

8. Non-Discrimination and Code of Ethics

UNITED CONSULTING and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of the Services under this Agreement, 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, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

UNITED CONSULTING shall comply with all applicable Code of Ethics and Conflict of Interest Policies of the CLIENT.

9. Safety

- a. Responsibility. UNITED CONSULTING shall be directly responsible for the safety requirements and programs applicable to its own employees, its subcontractors and other parties with whom it has contracted to perform Services with respect to the Project.
- b. Compliance. UNITED CONSULTING's safety program shall comply with applicable federal, state and local statutes, rules, regulations and ordinances. UNITED CONSULTING shall report to CLIENT, in writing, any injury or accident at the Project site involving its employees, its subcontractors or other parties for which it is responsible, within forty-eight (48) hours or a shorter period of time if required by law.
- c. Notification. UNITED CONSULTING shall not be responsible for the safety requirements or programs applicable to any other person or entity involved with the Project other than UNITED CONSULTING and its subcontractors.

10. Independent Contractor

CLIENT and UNITED CONSULTING are acting in an individual capacity in the performance of this Agreement and will not act as agents, employees, partners, joint venturers 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 purpose whatsoever. Neither party will assume any liability for any injury (including death) to any persons, nor damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors of the other party. UNITED CONSULTING shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.

11. Indemnification

UNITED CONSULTING agrees to indemnify the CLIENT for all claims and liability due to the negligent acts of UNITED CONSULTING or its subcontractors, agents or employees.

12. Notification

All written notices required by this Agreement shall be sent to the parties at the following addresses by Certified Mail, Return Receipt.

CLIENT:

*Mr. Jeremy Lollar
Director of Public Works
City of Westfield
2706 East 171st Street
Westfield, IN 46074*

UNITED CONSULTING:

*United Consulting
Dave Richter, President
8440 Allison Pointe Boulevard, Suite 200
Indianapolis, Indiana 46250*

13. Authority to Bind United Consulting

As used in this Agreement, UNITED CONSULTING refers to United Consulting Engineers, Inc. d/b/a UNITED CONSULTING. Further, the signatory for UNITED CONSULTING represents that he/she has been duly authorized to execute this Agreement on behalf of UNITED CONSULTING and has obtained all necessary or applicable approvals to make this Agreement fully binding upon UNITED CONSULTING when his/her signature is affixed hereto.

14. Successors and Assignees

This Agreement is binding upon and shall inure to the benefit of CLIENT and UNITED CONSULTING and their respective successors and permitted assigns. UNITED CONSULTING shall not assign this Agreement without the written consent of CLIENT.

15. Entire Agreement; Amendments

This Agreement and its Appendices, each of which is incorporated herein by reference and made a part of this Agreement, constitutes the entire Agreement of the parties with regard to the subject matter hereof and supersedes all prior discussions or agreements concerning any subject matter related hereto. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to principles respecting conflicts of laws. Subject to Section 19, any action pursuant to this Agreement shall be brought and tried in a court of competent jurisdiction in Marion County, Indiana, and each party hereby irrevocably consents to the personal and subject matter jurisdiction of any such court and waives any objection to such jurisdiction and venue.

17. Non-Waiver

It is agreed and acknowledged that no action or failure to act by CLIENT or UNITED CONSULTING as to a breach, act or omission of the other shall constitute a waiver of any right or duty afforded either of them under this Agreement, as to any subsequent breach, act or omission of the other nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereof, except as may be specifically agreed in writing. No right conferred on either party under

this Agreement shall be deemed waived and no breach of this Agreement excused unless such a waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

18. Invalid Provisions

If any part of this Agreement is later found to be contrary to, prohibited by or invalid under applicable law, rules or regulations, that provision shall not apply and shall be omitted to the extent so contrary, prohibited or invalid, but the remainder of this Agreement shall not be invalidated and shall be given full force and effect insofar as possible.

19. Dispute Resolution

Any dispute arising out of this Agreement that cannot be resolved through informal discussions between the parties, shall be subject to this Section.

- a. The parties agree that the existence of a dispute notwithstanding, the parties shall continue without delay to carry out all of their respective responsibilities under this Agreement.
- b. Should any dispute arise with respect to this Agreement that cannot be resolved through informal discussions between the parties, a party shall serve written notice to the other party outlining the details of the dispute and demanding mediation. No later than twenty (20) days from the date of the notice demanding mediation, the parties shall confer to discuss the selection of the mediator and agree upon other mediation procedures.
- c. Submission of a dispute under this Agreement to a mediation procedure shall be a condition precedent to filing litigation. No litigation shall be initiated by either party unless the mediation has been completed (unsuccessfully) or a party has failed to participate in a mediation procedure.

20. E-Verify

E-Verify. Pursuant to Ind. Code § 22-5-1.7-11, UNITED CONSULTING, by entering into the Contract with CLIENT, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. UNITED CONSULTING is not required to verify the work eligibility status of all of its newly hired employees through the E-Verify program if the E-Verify program no longer exists. UNITED CONSULTING hereby states that it does not knowingly employ an unauthorized alien. UNITED CONSULTING further affirms that, prior to entering into the Contract with CLIENT, it will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

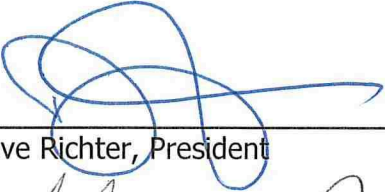
[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.



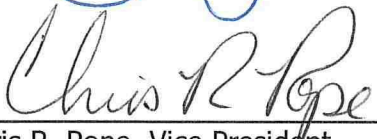
UNITED CONSULTING

CLIENT

BY: 

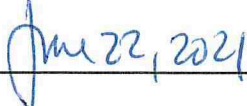
Dave Richter, President

BY: _____

BY: 

Chris R. Pope, Vice President

BY: _____

DATE: 

BY: _____

DATE: _____

ATTEST: _____

Appendices

- Appendix A** - Services by UNITED CONSULTING
- Appendix B** - Information and Services to be provided by CLIENT
- Appendix C** - Project Schedule
- Appendix D** - Compensation
- Appendix E** - Insurance

Services by UNITED CONSULTING

A. CONSTRUCTION INSPECTION

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

UNITED CONSULTING shall be responsible for performing the following activities:

A. Personnel

For the fulfillment of all services outlined in Section B below, UNITED CONSULTING will provide a part-time Construction Manager I anticipating working 9 hours per week.

The qualifications of personnel provided by UNITED CONSULTING are subject to approval by the LPA and INDOT.

The Resident Project Representative will take direction from and report to the INDOT Area Engineer and the LPA's Project Coordinator on all matters concerning contract compliance and administration.

B. Description of Services

1. Review the Contractor's construction schedule and provide the LPA with documentation concerning acceptability.
2. Review Contract documents, verify existing site conditions, attend any pre-construction conferences, organize progress meetings, and any other job conferences as required and provide a written record of the meeting minutes.
3. Serve as the project liaison by working principally through the Contractor's field Superintendent or other designated authority. Any deviation from the plans or specifications will be reported to the appropriate LPA or INDOT representative.
4. Obtain from the Contractor a list of proposed suppliers and sub-contractors and obtain sufficient information for the proper execution of work.
5. Furnish all equipment necessary to sample and test materials in accordance with the frequency of sampling requirements.
6. Obtain field samples of materials as required and deliver them to the appropriate laboratory or testing facility.
7. Shop and Falsework Drawings:

- a. Document submittals and check for completeness, then forward to the proper personnel for review and approval. Forward approved documents and maintain copies within the contract file.
 - b. Check construction for compliance with the approved drawings and specifications and alert the Contractor of materials or equipment which are not approved for their intended use. Advise the LPA or INDOT when submissions will not be approved or when it is necessary to disapprove work.
8. Review of Work, Inspection and Tests:
- a. Conduct on-site inspections of the work for conformance with plans and specifications
 - b. Provide the necessary testing of materials as prescribed by the frequency of testing manual.
 - c. Accompany authorized visitors to the project and provide a detailed report of the site visits.
9. Collaborate with the Engineer of Record with suggestions for modifications to the project drawings and/or specifications.
10. Records:
- a. Prepare and maintain at the jobsite orderly files of all relevant project documentation including a diary recording all pertinent project information.
 - b. Maintain a set of record as-built drawings and prepare the appropriate information necessary to complete a Final Construction Record.
11. Furnish as required, all reports associated with the execution of the project work.
12. Prepare and submit for processing, periodic progress estimates related to payment with the Contractor.
13. The CONSULTANT representatives will regulate their work week to generally conform to the Contractor's hours.
14. The Contractor shall be responsible for all safety on the project in accordance with INDOT Standard Specification 107.08. The CONSULTANT shall not be responsible for supervising, directing or controlling the work of the Contractor or their sub-contractors.
15. The CONSULTANT acknowledges and agrees that any firm or individual associated with the CONSULTANT cannot accept or perform any work for the Contractor, material suppliers or subcontractors on this project.
16. Changes to the project:
- a. Review the claim and compare with all approved contract documents
 - b. Determine the validity of the claim
 - c. Determine the work elements and costs associated with the claim
 - d. Review all supporting documentation necessary to perform the changes
 - e. Determine cost and schedule impacts and method of payment
 - f. Determine impacts of change to project funding limitations
 - g. Submit to INDOT Area Engineer, LPA Representative and Designer of Record

- h. Receive documented approval from INDOT, LPA, and Designer of Record
- i. Input approved Change Order into Site Manager
- j. Any approved changes to the project that impact the total project cost or extend the project schedule shall be considered a substantial change to the scope of work in accordance with Section 7 of this Agreement

Information and Services Provided by CLIENT

The CLIENT shall furnish the UNITED CONSULTING with the following:

1. The CLIENT shall designate an employee as Project Coordinator as a primary point of contact for this project administration.

Schedule

For purposes of contract control any work required to be submitted by the UNITED CONSULTING to the CLIENT for review and approval within the following approximate time periods:

A. CONSTRUCTION INSPECTION

1. UNITED CONSULTING shall provide part time RPR for a construction time of **3** weeks.
2. UNITED CONSULTING shall provide a Final Construction Record within 45 days of Final Acceptance of the project by the CLIENT.

B. CONSTRUCTION SCHEDULE – The inspection budget was based on providing an RPR for 9 hours per week over the following project schedule:

1. INDOT Contract Letting Date: August 11, 2021
2. Start of construction on or after September 10, 2021
3. Final completion date of October 1, 2021

APPENDIX D

Compensation

A. Amount of Payment

1. UNITED CONSULTING shall receive as payment for the work performed under this Agreement the fee not to exceed **\$10,500.00** unless a modification of the Agreement is approved in writing by the CLIENT.
2. All work under this Agreement shall be paid to UNITED CONSULTING on the basis of actual hours of work performed by essential personnel working exclusively on this project at the billing rates as set forth in the Billing Rates by Classification Table on page 2 of this Appendix.

B. Method of Payment

1. UNITED CONSULTING may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the CLIENT. The invoice voucher shall represent the value, to the CLIENT, of the partially completed work as of the date of the invoice voucher.
2. In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable shall be adjusted in accordance with item 7, (changes in work) of the General Provisions, set out in this Agreement.

UNITED Consulting

2021 Billing Rates by Classification

CLASSIFICATION		HOURLY BILLING RATES
1	Department Manager	\$238.00
2	Field Operations Manager	\$185.00
3	Construction Manager I	\$156.00
	OT	\$202.80
4	Construction Manager II	\$123.00
	OT	\$159.90

NOTES:

- (1) *Billing Rate Includes Overhead and Profit Margin*
- (2) *Mileage shall be reimbursed at \$0.60 per mile*
- Other direct costs such as Permit Fees, Recording Fees, Legal Fees,*
 - (3) *Advertising Fees, Hotel Cost, Etc. shall be reimbursed at their actual costs.*
- (4) *These rates shall be increased by 4% on January 1 of each year subsequent to 2021.*
- (5) *Work performed by Subconsultants shall be reimbursed at their actual cost.*

APPENDIX E

Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/4/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SterlingRisk 135 Crossways Park Drive P.O. Box 9017 Woodbury NY 11797		CONTACT NAME: PHONE (A/C, No, Ext): 800-767-7837 E-MAIL ADDRESS: request@sterlingrisk.com FAX (A/C, No): 516-487-0372	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Architects & Engineers Insurance Company, RRG	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 153045838

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			AEICPG19	12/22/2019	12/22/2022	\$3,000,000 \$6,000,000 Limit each claim Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Policy includes Waiver of Subrogation when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Westfield 2728 East 171st Street Westfield IN 46074	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/04/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WalkerHughes Insurance 6510 N Shadeland Ave Indianapolis IN 46220	CONTACT NAME: Brenda Russell PHONE (A/C, No, Ext): (317) 353-8000 E-MAIL ADDRESS: b.russell@walkerhughes.com FAX (A/C, No): (317) 351-7149
INSURED United Consulting Engineers Inc., dba United Consulting 8440 Allison Pointe Blvd, Ste 200 Indianapolis IN 46250	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Co. Ltd INSURER B: Hartford Accident & Indemnity Co INSURER C: Hartford Ins Co of the Midwest INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** CL2010634608**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			84SBWUI8421	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			84UEGVV8861	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			84SBWUI8421	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☒ N	N / A		84WEGCB8685	11/01/2020	11/01/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability, Automobile and Umbrella coverage provides for additional insured when agreed by contract or agreement. General Liability, Automobile and Umbrella coverage are provided on a primary, non-contributory basis. General Liability, Automobile and Workers Compensation include blanket waiver of subrogation. General liability does not exclude explosion, collapse or underground exposures and/or contract liability. 30 days notice of cancellation, except for non-payment, shall be provided to the certificate holder.

CERTIFICATE HOLDER**CANCELLATION**

City of Westfield 2728 East 171st Street Westfield IN 46074	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Brenda Russell</i>
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RESOLUTION NO. _____

**RESOLUTION TO OPT OUT OF OPIOIDS SETTLEMENT
PURSUANT TO INDIANA CODE 4-6-15-2**

WHEREAS, the City of Westfield, Indiana, through the Board of Public Works and Safety, has been actively engaged in pursuing damages caused by the manufacture, sale, and distribution of opioids through outside counsel in multidistrict litigation; and

WHEREAS, recent legislation adopted by the Indiana legislature and signed into law by the Governor would greatly diminish the potential recovery from various responsible parties per Indiana Code 4-6-15; and

WHEREAS, the City Council for the City of Westfield, Indiana, after due consideration, has determined that it is in the best interest of its citizens to opt out of the opioids settlements under Indiana Code 4-6-15-2.

NOW, THEREFORE, BE IT RESOLVED by the Board of Public Works and Safety of the City of Westfield, having considered whether to elect to opt out of the opioids settlements under Indiana Code 4-6-15-2, hereby resolves that the City of Westfield now exercises its election to opt out of the opioid settlements, and orders its duly authorized agent to submit a certified copy of this Resolution to the Indiana Attorney General by June 30, 2021.

Duly adopted by the following vote of the members of said City Council of the City of Westfield, Indiana this ____ day of June, 2021.

Board of Public Works and Safety

Mayor Andy Cook

Jim Ake

Randy Graham

ATTEST:

Name and Title

APPROVED AS TO LEGAL FORM:

City Attorney

Certification

I, _____, certify under the penalties for perjury, that Resolution No. _____ is a true and accurate copy of the Resolution enacted by the Board of Public Works and Safety for the City of Westfield, Indiana opting out of the Indiana Attorney General's opioid settlement.

Name

Signature

Acknowledgment

State of Indiana

)

County of _____

)

)

This instrument was signed and sworn before me on this ____ day of _____

by _____.

Signature of Notary

My commission expires: _____

Notice of Election to Opt Out of Opioids Settlements Under Ind. Code § 4-6-15-2

The City of Westfield, Indiana, hereby submits notice to the Indiana Attorney General that it elects to opt out of the opioids settlement pursuant Ind. Code § 4-6-15-2(b). The City of Westfield hereby submits the following information pursuant to Ind. Code § 4-6-15-2(c):

- (1) The name of the political subdivision electing to opt out is the City of Westfield.
- (2) The contact information for an individual at this political subdivision who can provide information regarding the decision to opt-out is: Todd Burtron. Because this political subdivision is represented by counsel in this matter, the political subdivision requests that all communications relating to this decision to opt out be directed to its counsel as follows:

LEVIN, PAPANTONIO, RAFFERTY, PROCTOR,
BUCHANAN, O'BRIEN, BARR & MOUGEY, P.A.

- (3) A certified copy of the resolution adopted by this political subdivision evidencing its election to opt out of the opioids settlement pursuant to Ind. Code § 4-6-15-2(c) is attached hereto.

Dated this ____ day of June, 2021.

City of Westfield, Indiana

By: _____