Lafayette
PARKS & RECREATION

August 11, 2020

Board of Public Works and Safety
City of Lafayette
20 North 6th Street
Lafayette, IN 47901

Dear Board Members:

You have before you a contract for engineering testing and inspection services with Alt & Witzig Engineering, Inc. for the Memorial Island Phase 3 project: Bridge foundation and retaining wall systems for the base bid and additional retaining wall inspection for Alternate #1. The major components of this contract include the following:

- Performing various quality control inspections and tests during the construction process.

- This scope includes, but is not limited to, foundations, concrete walls, backfill compaction, structural steel inspections, and retaining wall installation observations.

The cost estimate of this contract is $36,592.50 for the base bid and $27,445.00 for the services associated with Alternate #1. Total cost estimate for these services is $64,037.50. Work will begin on August 3, 2020 and anticipated completion is June 2021.

This contract has been reviewed by the City Attorney and I recommend it for your approval.

Sincerely,

Claudine Laufman

Claudine Laufman
Superintendent
Lafayette Parks and Recreation

Alt & Witzig Engineering, Inc.
3311 Imperial Parkway, Suite F • Lafayette, Indiana 47909
(765) 477-0484 • Fax (765) 477-0549

June 12, 2020

Ms. Claudine Laufman, Superintendent
Lafayette Parks & Recreation
City of Lafayette
20 North 6th Street
Lafayette, IN 47901

Re: Memorial Island Phase 03 at Columbian Park
Retaining Wall and Foundation Observation
Lafayette, Indiana
Proposal No. 20L016R1

Dear Claudine,

Pursuant to your request, Alt & Witzig Engineering, Inc., would like to furnish you with the applicable unit rates for the materials testing and inspection services required for the above referenced project.

It is proposed that our fee for the performance of any inspection or testing services be determined on a unit charge basis in accordance with the enclosed Schedule of Services and Fees for Construction Quality Control. Based on our review of project drawings, specifications, and preliminary construction schedule, we have estimated that the total cost of testing services for the bridge foundation and retaining wall systems base bid will be on the order of $36,592.50. The cost for services in relation to Alternate No. 1 will be on the order of $27,445.00. Please note that this is only an estimate, and all services will be billed in accordance with the attached fee schedule.

Thank you for the opportunity to offer our services. We look forward to working with you on this project.

Very truly yours,

ALT & WITZIG ENGINEERING, INC.

Michael T. Ash
Sr. Project Manager

Enclosures

Alt & Witzig Engineering, Inc.
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Alt & Witzig Engineering, Inc.
2020 Fee Schedule
Construction Materials Testing and Inspection

Professional Services	**Unit Price**	**Unit**
Senior Engineering Technician		
Regular Time	$ 33.25	Hour
Overtime	$ 49.85	Hour
Structural Steel/NDT Inspector, Level II		
Half-Day (up to 4 hours on-site)	$700.00	Half-Day
Full Day (4 to 8 hours on-site)	$1,350.00	Full-Day
Field Engineer	$ 61.75	Hour
Project Manager	$ 72.25	Hour
Sr. Project Manager	$104.50	Hour
Mileage	$ 0.66	Mile
Laboratory Testing Services	**Unit Price**	**Unit**
Concrete Cylinders, ASTM C 39	$ 10.15	Each
Standard Proctor (D698)	$159.00	Each
Modified Proctor (D1557)	$182.00	Each
Mortar Compressive Strength	$ 15.75	Each
Grout Compressive Strength	$ 15.75	Each
Sieve Analysis	$ 94.00	Each
Equipment Fees	**Unit Price**	**Unit**
Nuclear Density Machine	$ 57.65	Day
Housel Penetrometer	$ 25.50	Day
Asphalt Extraction	$158.00	Day
Ultrasonic Testing Meter	$ 79.00	Day
UT Couplant	$ 8.75	Day

NOTE: This is only a partial list of services offered by Alt & Witzig Engineering. Fees for other services are available upon request. *Field services are charged with a three (3) hour minimum for trips made to the site.* A one-day notice is preferred for scheduling field services. The regular time rates apply to work performed within eight (8) hours, during a normal workday. A normal day is from 7:00 a.m. - 6:00 p.m. excluding Saturdays, Sundays, and holidays. These charges have been established as guidelines and their applicability to a specific project should be confirmed with Alt & Witzig Engineering.

Alt & Witzig Engineering, Inc.
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COST ESTIMATE Revision No. 1

Memorial Island Phase 03 at Columbian Park
Bridge Foundations and Retaining Wall Observation
Lafayette, Indiana

BASE BID:

BRIDGE FOUNDATIONS:	Est. 4 Half-Days (4 hrs. on-site) @ $210 / Half-Day =	**$840.00**
BACKFILL COMPACTION TESTING:	Est. 9 Days (8 hrs. on-site) @ $354 / Day =	**$3,186.00**
ABUTMENT CONCRETE PLACEMENTS:	Est. 6 Half-Days (4 hrs. on-site) @ $155 / Half-Day =	**$930.00**
CONCRETE PLACEMENTS:	Est. 12 Half-Days (4 hrs. onsite) @ $155 / Half-Day =	**$1,860.00**
STRUCTURAL STEEL INSPECTIONS:	Est. 3 Half-Days (4 hrs. on-site) @ $700 / Half-Day =	**$2,100.00**
RETAINING WALL FOUNDATIONS:	Est. 10 Half-Days (4 hrs. on-site) @ $348 / Half-Day =	**$3,480.00**
CONCRETE CYLINDERS:	Est. 90 Cyls. @ $10.15 / Ea. =	**$913.50**
RETAINING WALL INSTALLATION OBSERVATIONS:	Est. 31 Days @ $693 / Trip =	**$21,483.00**
MODIFIED PROCTOR:	Est. 3 @ $182 / Each =	**$546.00**
PROJECT MANAGEMENT:	Est. 12 Hrs. @ $104.50 / Hr. =	**$1,254.00**
BASE BID TOTAL COST ESTIMATE		**$36,592.50**

ALTERNATE NO. 1:

RETAINING WALL INSTALLATION OBSERVATIONS:	Est. 39 Days @ $693 / Trip =	**$27,027.00**
PROJECT MANAGEMENT:	Est. 4 Hrs. @ $104.50 / Hr. =	**$418.00**
ALTERNATE NO. 1 COST ESTIMATE		**$27,445.00**

CITY OF LAFAYETTE, INDIANA

STANDARD TERMS AND CONDITIONS
PROFESSIONAL SERVICE CONTRACTS

1. **Billing**. On hourly, not to exceed, contracts, services may be billed monthly for the hours and costs expended during that period. Services under fixed fee or lump sum contracts may be billed monthly on the estimate of the percentage of work completed.

2. **Employment**. During the term of the Agreement, the Consultant shall not engage on this project on a full or part-time basis any professional or technical personnel who are, or have been at any time during the period of the Agreement, in the employ of the City, except regularly retired employees.

3. **Ownership of Documents**. All reports, tables, figures, drawings, specifications, boring logs, field data, field notes, laboratory test data, calculations, estimated and other documents prepared by Consultant shall remain the property of the Consultant. The City shall be entitled to copies or reproducible sets of any of the aforesaid.

4. **Insurance**. The Consultant shall at its own expense maintain in effect during the term of the Agreement the following insurance with limits as shown or greater:

A. General Liability (including automobile) – combined single limit of $2,000,000. The City shall be named as Additional Insured and be given a 30 day notice of cancellation, non-renewal or significant change of coverage. Consultant's insurance shall be written on a "primary" basis and the City's insurance program shall be in excess of all of Consultant's available coverage.

B. Worker's Compensation – statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of the City.

C. Professional Liability for protection against claims arising out of the performance of professional services caused by negligent error, omission or act in the amount of $2,000,000.

D. The Consultant shall provide Certificates of Insurances indicating the aforesaid coverage.

5. **Successors and Assigns**. Neither the City nor the Consultant shall assign, sublet or transfer their interest in the Agreement without the written consent of the other.

6. **Termination of Agreement**. The Agreement may be terminated by either party should the other party fail to substantially perform in accordance with the terms through no fault of the other upon fifteen (15) days written notice. The Agreement may be terminated by the City for convenience upon thirty (30) days written notice to Consultant. In the event of termination, due to any reason other than the fault of the Consultant, the Consultant shall be paid for services performed to termination date, including reimbursable.

7. **Dispute Resolution**. All claims or disputes of the Consultant and the City arising out of or relating to the Agreement, or the breach thereof, shall first be submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, the party making the claim or alleging a dispute shall have the right to institute any legal or equitable proceedings in the Tippecanoe Superior or Circuit Court. The prevailing party shall be entitled to recover attorney fees and costs.

8. **Indemnities**. Consultant and City each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all claims, losses, damages or expenses caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses and damages or expenses are caused by the joint or concurrent negligence of the City and Consultant, they shall be borne by each party in proportion to its negligence.

9. **E-Verify**. Consultant must enroll in and verify the work eligibility status of all newly hired employees of the Consultant through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, the Consultant will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. The Consultant affirms under penalties for perjury that the Consultant does not knowingly employ an unauthorized alien.

10. **Contracting with Iran**. Consultant certifies that under penalties of perjury that it does not engage in investment activities in Iran as more particularly described in Indiana Code 5-22-16.5.

11. **Tobacco Free Policy**. Consultant, subcontractors and suppliers shall comply with the City of Lafayette's Tobacco Free Workplace Policy while on the job-site.

12. **Compliance with Laws**. The Consultant specifically agrees that in the performance of the services herein enumerated by the Consultant or a subcontractor or anyone acting on behalf of either, that each will comply with all State, Federal and Local Statutes, Ordinances and Regulations.

13. **Changes in Work**. In the event that either the City or Consultant determine that a major change in scope, character or complexity of the work is needed after the work has progressed as directed by the City, both parties in the exercise of their reasonable judgment shall negotiate the changes and the Consultant shall not commence the additional work or the change of the scope of work until a supplemental agreed is executed and the City has provided written notice to the Consultant to proceed.

14. **Delays and Extensions**. The Consultant agrees that no change or claim for damages shall be made by if for any minor delays from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Any such delays shall be compensated for by an extension of time for such period as may be determined by the City, subject to the Consultant's approval. However, it being understood, that permitting the Consultant to proceed

to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City or any of its rights herein.

15. **Standard in Practice**. The Consultant will strive to conduct services under the Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the professional currently practicing in the same locality under similar conditions as of the date of the Agreement.

16. **Waiver of Contract Breach**. The waiver of one party of any breach of the Agreement or the failure of one party to enforce at any time, or for any period of time, any provisions hereof, shall be limited to the particular instances, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for that particular instance.

17. **Entire Understanding of Agreement**. The Agreement represents and incorporated the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenant or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. City and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extend they conflict with the terms of the Agreement.

18. **Non-Discrimination**. Pursuant to Indiana and Federal law, the Consultant and the Consultant's subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of the work under the 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, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

19. **Amendments**. The Agreement may only be amended, supplemented or modified by written documents executed in the same manner as the Agreement.

20. **Governing Law**. The Agreement and all of the terms and provisions shall be interpreted and construed according to the laws of the State of Indiana. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other clause, paragraph or other part of the Agreement, shall remain in full force and effect.

21. **Public Record**. The Consultant acknowledges that the City will not treat the Agreement as containing confidential information and may post this Agreement on the Indiana Transparency Portal as required by IC § 5-14-3.8-3.5.

Alt & Witzig Engineering, Inc.
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(765) 477-0484 • Fax (765) 477-0549

PROPOSAL ACCEPTANCE AGREEMENT

Project Name: Memorial Island, Phase 3 – Retaining Wall and Foundation Observations

Project Location: Columbian Park, Lafayette, Indiana

Description of Services: Construction Materials Testing & Inspections

Alt & Witzig Proposal # 20L016R1 Alt & Witzig Project # _____

APPROVAL & PAYMENT OF CHARGES – Invoices will be charged and mailed to the account of:

Firm Lafayette Parks & Recreation

Address 20 North 6th Street

City Lafayette State Indiana Zip 47901

Telephone 765. 807.1500 Fax _____

PAYMENT TERMS: Net 30 days. All services are to be billed in accordance with the attached proposal. Invoices for completed work will be issued every month for continuous or extended projects unless otherwise agreed.

PROPERTY OWNER IDENTIFICATION (If other than above)

Name _____

Address _____

City _____ State _____ Zip _____

Telephone ( ) _____ Fax ( ) _____

SPECIAL PROVISIONS _____

Please note that Alt & Witzig Engineering, Inc. reserved the right to withhold all reports until such time we receive a signed Proposal Acceptance Agreement or with other written authorization referencing this AGREEMENT in its entirety. This agreement together with Alt & Witzig Engineering's proposal and Unit Fee Schedule constitute the entire agreement between the client and Alt & Witzig Engineering, Inc. and supersedes all prior written or oral understandings.

PROPOSAL ACCEPTED BY: _____
TITLE: _____
DATE ACCEPTED: _____

Approved by the Board of Public Works and Safety on the _____day of

_____, 2020.

_____
Gary Henriott, President

_____
Cindy Murray, member

_____
Norm Childress, member

_____
Ronald Shriner, member

_____
Amy Moulton, member

ATTEST:

_____
Mindy Miller, 1st Deputy Clerk

Date: _____