

TO: Noblesville Board of Public Works and Safety

FROM: Alison Krupski, City Engineer

SUBJECT: Agreement with Crossroad Engineers for Downtown Improvements Project

DATE: December 3, 2024

This item is for a professional services agreement with CrossRoad Engineers for the Downtown Improvements Project. Back in 2020, the City executed a design contract to initiate the first stages of the Streetscape Masterplan. This plan included widening sidewalks, pedestrian safety measures, sewer separation, amenity zones, beautification efforts, and many other measures to help activate our already thriving downtown. Through that effort, the city held many meetings with downtown business owners and stakeholders and developed very preliminary renderings to help spur conversation. Due to COVID and other timing concerns, the city decided to put the design on hold. After some discussion with current downtown representatives and stakeholders, the City would like to reinstate the streetscape design effort. CrossRoad Engineers has worked on many streetscape projects within historic downtowns that also serve as county seats, including Lebanon and Franklin. Due to this experience and their proven ability to meet fast schedules and provide quality work, we recommend the Board of Public Works approve this agreement with CrossRoad Engineers.



SERVICES AGREEMENT

This Services Agreement (hereinafter referred to as “Agreement”), entered into by and between the **City of Noblesville, Indiana, a municipal corporation** (hereinafter referred to as “City”) and **CrossRoad Engineers, PC**, hereinafter referred to as “Contractor”), and its successors and assigns, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. INTERPRETATION AND INTENT

- 1.1 The “Agreement”, as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include this Services Agreement and the **Exhibit A** attached hereto, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.
- 1.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.
- 1.3 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.
- 1.4 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City’s representatives having drafted all or any portion of this Agreement.
- 1.5 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

SECTION II. DUTIES OF CONTRACTOR

- 2.1 Contractor shall provide services as specified in **Exhibit A**, attached hereto and incorporated into this Agreement.

SECTION III. TERM

- 3.1 The term of this Agreement shall begin upon execution and terminate December 31st, 2026, (“Termination Date”) unless terminated earlier in accordance with this Agreement.

SECTION IV. COMPENSATION

- 4.1 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in **Exhibit A**.

Compensation shall not exceed Five Hundred Ninety Four Thousand and Seven Hundred Dollars (\$594,700) .

- 4.2 Funding for a multi-year agreement is not guaranteed. All of the City's obligations under this Agreement shall be subject to annual appropriation and shall not constitute a general obligation or indebtedness of the City.

SECTION V. GENERAL PROVISIONS

- 5.1 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the City. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate City in any way.
- 5.2 Subcontracting.
Approval required. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.
- 5.3 Necessary Documentation. N/A
- 5.4 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period copies thereof, if requested, shall be furnished at no cost to City.
- 5.5 Ownership.
- 5.5.1 "Works" means works of authorship fixed in any tangible medium of expression by Contractor or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.
- 5.5.2 All Works made or created by Contractor, either solely or jointly with City, in the course of Contractor's performance of services under this Agreement shall be

deemed to be works for hire and are and shall be the exclusive property of City. At City's request, Contractor will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works in City. Without the prior written consent of City, Contractor shall not use, copy or prepare derivative works of the Works, or any parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor's possession or control. Any loss or damage shall be restored at Contractor's expense. City shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

5.6 Insurance.

Minimum Insurance Requirements. Prior to commencing Work, the Contractor shall purchase and maintain from insurance companies lawfully authorized to do business in Indiana policies of insurance acceptable to the City, which afford the coverages set forth below. Insurance shall be written for not less than limits of liability specified or required by law, whichever coverage is greater, and shall include coverage for Contractor's indemnification obligations contained in this Agreement. Certificates of Insurance acceptable to the City shall be given to the City prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. Each policy must be endorsed to provide that the policy will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the City; provided however that such policies may be cancelled with only ten (10) days' prior notice for non-payment of premium. The required coverages and limits which Contractor is required to obtain are as follows:

A. Commercial General Liability

Limits of Liability:	\$2,000,000 General Aggregate
	\$2,000,000 Products & Completed Ops.
	\$1,000,000 Bodily Injury / Prop. Damage
	\$1,000,000 Personal / Advertising Injury
	\$1,000,000 Each Occurrence

B. Auto Liability

Limits of Liability:	\$500,000 Per Accident
Coverage Details	All owned, non-owned, & hired vehicles

C. Workers Compensation and Employer's Liability

As required by Indiana law.

D. Professional/Errors & Omissions Liability

Limits of Liability \$1,000,000 Each Occurrence

\$2,000,000 Aggregate

All coverage provided above shall be endorsed to include the City as an additional insured except for the Worker's Compensation / Employer's Liability and Professional/Errors & Omissions policy.

5.7 Termination for Cause or Convenience.

5.7.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor's default.

5.7.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Contractor's compensation shall be equitably adjusted.

5.7.3 Upon receipt of notice of termination for default or for City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.

5.7.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 5.7.1 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

5.8 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by

giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

- 5.9 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its board, agents and employees of any of them (“Indemnitees”) from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees and court costs and other expenses, arising out of or resulting from any negligent acts, errors, or omissions of the Work. The Contractor’s indemnification under this Section shall survive both final payment and the termination of this Agreement.
- 5.10 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To Contractor:
CrossRoad Engineers, P.C.
Attn: Trent Newport
115 N. 17th Avenue
Beech Grove, IN 46107

To City:
City of Noblesville
Attn: City Engineer
16 S. 10th Street
Noblesville, IN 46060

Courtesy Copy:
City Attorney
16 S. 10th Street
Noblesville, IN 46060

- 5.11 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.
- 5.12 Non-discrimination. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or

transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

5.13 Conflict of Interest.

5.13.1 Contractor certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.

5.13.2 For purposes of compliance with IC 36-1-21, Contractor certifies and warrants to City that Contractor, or a person who wholly or partially owns Contractor, is not a relative, as that term is defined by IC 36-1-21-3, of an elected official of Noblesville, Indiana.

5.14 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.15 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

5.16 Applicable Laws; Forum.

5.16.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Contractor to determine whether the provisions of the Agreement require formal modification.

5.16.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the City of

Noblesville, County of Hamilton. Suit, if any, shall be brought in the State of Indiana, County of Hamilton.

- 5.17 Waiver. City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies.
- 5.18 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.19 Attorneys' Fees. Contractor shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.
- 5.20 Successors and Assigns. City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City or the Contractor.
- 5.21 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by City.
- 5.22 Debarment and Suspension
- 5.22.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.
- 5.22.2 Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.
- 5.22.3 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of

intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

5.22.4 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.

5.23 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

5.23.1 Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 5.23, City shall require Contractor to remedy the violation not later than thirty (30) days after City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, City shall terminate the contract for breach of contract. If City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.

5.23.2 If Contractor employs or contracts with an unauthorized alien but City determines that terminating the contract would be detrimental to the public interest or public property, City may allow the contract to remain in effect until City procures a new contractor.

5.23.3 Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 5.23, Contractor may terminate its contract with the subcontractor for such violation.

5.23.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Contractor's enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

CrossRoad Engineers, P.C. ("Contractor")

By: Trent E. Newport

Date: 11/26/2024

Printed: Trent E. Newport

Title: President

Approved by the Board of Public Works and Safety of the City of Noblesville this 3rd
day of December 2024.

[Signature]
JACK MARTIN, PRESIDENT

[Signature]
JOHN DITSLEAR, MEMBER

[Signature]
LAURIE DYER, MEMBER

[Signature]
ROBERT J. ELMER, MEMBER

[Signature]
RICK L. TAYLOR, MEMBER

ATTEST:

[Signature]
EVELYN L. LEES, CLERK
CITY OF NOBLESVILLE, INDIANA

Exhibit A

November 22, 2024
Revised: November 25, 2024

Ms. Alison Krupski, P.E.
City of Noblesville – City Engineer
16 S. 10th St., Suite 155
Noblesville IN 46060



RE: Fee Proposal for Civil Engineering Services
Downtown Improvements Project – Phase 1 | Preliminary Design Services
Noblesville, Indiana

Dear Alison,

CrossRoad Engineers (CRE) is pleased to present this Scope of Services and Fee Proposal to provide professional services associated with the preliminary design development of the Downtown Improvements Project – Phase 1. This project will be based on information provided at our scoping meeting held on November 1, 2024 and November 7, 2024, and are anticipated to be completed with local funding. It is understood that Phase 1 of the overall Downtown Improvements Project will include the preliminary design and completion of Stage 1 (30%) construction documents for the Priority 1 areas as shown on Exhibit 'A'. It is anticipated that the project will utilize the City of Noblesville standards for roadway section; as such, no geotechnical or pavement design services are included in this proposal. It is also understood that this scope will include approximate 10% design services for the areas identified as Priority 2 on Exhibit 'A'. It is assumed that CRE and our partner(s) will provide necessary information, including color exhibits, for public outreach and stakeholder meetings that will be completed by others. It is anticipated that we will participate in a maximum of one (1) public meeting. We have based our Fee Proposal on the aforementioned assumptions, and the following scope of work items are included to assist you in the development of this project:

1.A. TOPOGRAPHIC SURVEY

CrossRoad Engineers will survey a portion of the overall project limits as shown on Exhibit 'B' in order to produce a topographic base map for the project. It is assumed that CRE will use any previous topographic survey information that has been provided by the City where applicable, and where the existing conditions have not been modified since the previous topographic survey was completed. Upon the completion of the field work, we will establish all section lines, right of way lines, and property lines per deeds and platted subdivisions; complete all survey line work; generate the TIN surface model and create one-foot interval contours; and add all relative survey notes to the drawings. Included will be information such as one-foot contouring, existing street elevations, existing sanitary and storm structures, and verification of existing utilities.

1.B. ROUTE SURVEY

Based on previous conversations with the City, it is understood that it may be the City's desire to obtain additional Right-of-Way along the south side of Logan Street between 8th

Street and 9th Street, and along the west side of 9th Street between Logan Street and Conner Street. To complete the Right-of-Way acquisition process, it will be necessary for CRE to produce a Location Control Route Survey in accordance with applicable Indiana Code. This scope will also include all research, office work, and field work necessary to complete the Route Survey.

1.C. BASEMENT SURVEY

CrossRoad Engineers will access the existing buildings within the overall project limits indicated on Exhibit 'A' to determine which structures contain existing basements or other features that will need to be considered during the design and construction of the project. It is assumed that City representatives will contact all applicable business / property owners for notification of the work and to gain access to each building / unit. The results of the Basement Survey will be summarized in a technical memorandum with necessary exhibits.

2. PRELIMINARY ROAD AND UTILITY DESIGN & STG 1 PLAN PREPARATION

In general, this task involves the preparation of Stage 1 design plans and preliminary design calculations and reports for the Priority 1 limits as shown on Exhibit 'A'. We will produce and provide multiple street cross-sections for the City to consider. The street cross-sections will consider vehicular traffic, pedestrian and bike traffic, on-street parking, public amenity spaces, and tree / landscape planting areas. We will prepare potential roundabout conceptual layouts at the intersections of 8th Street and Logan Street, and 9th Street and Logan Street for City consideration. We will provide options on storm water drainage conveyance, and quantity and quality design. We will provide preliminary design of combined sewer overflow separation options, and utility relocations/layouts. Layouts will include right-of-way impacts and recommended construction phasing options. Once the City has selected the preferred alternatives we will generate Stage 1 (30%) plans, design calculations and reports, and estimates of cost, which shall be in accordance with the accepted standards for such work and in general accordance with the following documents in effect as of the Effective Date of this Agreement: American Association of State Highway and Transportation Officials' "A Policy on Geometric Design of Highways and Streets"; Indiana Manual on Uniform Traffic Control Devices; and, Indiana Design Manual based on the approved conceptual layout. We will also provide 10% design guidance on Priority 2 areas as shown on Exhibit 'A' to help guide design of the future phase.

Stage 1 Preliminary Construction drawings will be prepared in accordance with state and local laws and ordinances and will include the following:

- Title Sheet
- Index Sheet
- Typical Sections Sheet
- Roadway Construction Details Sheets
- Road Plan & Profiles
- Detailed Grading Information
- Road Cross Sections

- Maintenance of Traffic Plan
 - INDOT/MUTCD standards
- Construction Phasing Plan
- Stormwater Drainage Design
 - Plan and profiles, as necessary
 - Drainage, Detention and Post-Construction Stormwater Quality structure details, as necessary
- Utility Plan Sheets
- Miscellaneous Details

The existing drainage system within the project limits consists of a combined sewer (CSO). It is understood that a priority of project will be to separate the combined sewer within the limits of the project and to provide a connection for future separations as necessary.

3. LANDSCAPE ARCHITECTURAL SERVICES

We will utilize a subconsultant, RATIO, for landscape architectural services for this project. See RATIO's attached proposal dated November 19, 2024, for details of this function.

4. PRELIMINARY ENVIRONMENTAL EVALUATION

We will utilize a subconsultant, Patriot Engineering and Environmental, Inc. (Patriot), for a preliminary environmental evaluation for the overall project limits as shown in Exhibit 'A'. See Patriot's attached proposal dated November 21, 2024, for details of this function.

5. PRELIMINARY UTILITY COORDINATION

CrossRoad Engineers shall coordinate with the representatives from each of the utility companies having facilities located within the project area. It is assumed that this phase will include completing an 811 Design Ticket and other means of utility research. This task does not include work associated with field locating the vertical depth of any utilities. Although no 'potholing' of facilities is anticipated to be required, it is assumed that the utility companies will be responsible for performing this work on their own facilities. This work shall be in general accordance with INDOT policy and procedures in effect as of the Effective Date of this Agreement. This scope of work only addresses utility coordination through the preliminary 30% design process, and is anticipated to include Initial Notice to utilities, Verification of Utilities, and individual coordination meetings with utilities as necessary. Utility coordination services during the detailed design phase will be contracted separately in subsequent design contract.

6. WEBSITE DESIGN AND MAINTENANCE SERVICES

We will utilize a subconsultant, RATIO, to produce and maintain a website for this project. See RATIO's attached proposal dated November 19, 2024, for details of this function. CRE and RATIO will work with the City to produce the necessary/desired content for the project website throughout the project.

7. SPECIAL INVESTIGATIONS

In general, this phase shall consist of work that is not covered by the items listed above. Work will be provided on an hourly basis per the Hourly Billing Rates per Attachment 'B'.

8. METHOD FOR PAYMENT OF ENGINEERING FEES

During this work, progress invoices will be prepared for the portions of the work done to date based on the Fee Schedule included with this document as Attachment "A". These invoices will be submitted by the 5th of each month and will become due by the 30th of that same month. Invoices not paid within 30 days after submission to you will accrue interest at a rate of 1.5% per month. Should the City decide to cancel the project at any time, all phases that have been worked on will be invoiced up to that time of project termination.

9. UNDERSTANDINGS

For additional services not covered herein, the work will be performed as authorized by you at a mutually agreed upon rate. Costs incurred due to agency applications for plan review and approval, postage for plan distribution, public notifications, recording fees, and other direct costs shall be invoiced separately as a reimbursable with a 15% administrative charge. Payment for these items will not be the responsibility of CrossRoad Engineers.

We are ready to begin and appreciate your allowing CrossRoad Engineers to design this project for you. If you have any questions, please call me at 317-780-1555 ext. 140.

Sincerely,

CrossRoad Engineers, PC



William Hall, PE
Vice-President

ATTACHMENT “A”

FEE SCHEDULE

1.A.	TOPOGRAPHIC SURVEY	\$ 154,400
1.B.	ROUTE SURVEY	\$ 15,900
1.C	BASEMENT SURVEY	\$ 17,800
2.	PRELIMINARY ROAD AND UTILITY DESIGN & STG 1 PLAN PREPARATION	\$ 214,300
3.	LANDSCAPE ARCHITECTURAL SERVICES ⁽¹⁾	\$ 122,000
4.	PRELIMINARY ENVIRONMENTAL EVALUATIONS ⁽²⁾	\$ 6,700
5.	PRELIMINARY UTILITY COORDINATION	\$ 10,100
6.	WEBSITE DESIGN AND MAINTENANCE SERVICES ⁽¹⁾	\$ 3,500
7.	SPECIAL INVESTIGATIONS	\$ 50,000

TOTAL ESTIMATED PROJECT FEE **\$ 594,700**

Our Total Estimated Project Fee is divided into the above work components for billing purposes. Design Fees are hourly unless otherwise noted.

⁽¹⁾ We will utilize a subconsultant (RATIO) for a portion of this task.

⁽²⁾ We will utilize a subconsultant (Patriot) for a portion of this task.

ATTACHMENT "B"

HOURLY BILLING RATES

PERSONNEL CLASSIFICATION

HOURLY RATE



DESIGN

Director	\$ 200.00
Senior Project Manager	176.00
Project Manager	157.00
Senior Project Engineer	149.00
Project Engineer	140.00
Assistant Project Engineer	121.00
CADD Manager	140.00
Senior CADD Technician	130.00
CADD Technician	121.00
Assistant CADD Technician	103.00
Senior Plan Reviewer	140.00
Plan Reviewer	121.00
R/W Manager	176.00
R/W Appraiser	176.00
R/W Buyer	176.00

INSPECTION

Director	\$ 200.00
Senior Project Manager	176.00
Senior Resident Project Representative	167.00
Resident Project Representative	157.00
Asst Resident Project Representative	145.00
Project Inspector	140.00
Assistant Project Inspector	99.00

SURVEY

Survey Manager	\$ 176.00
Assistant Survey Manager	149.00
Survey Crew – 1 Person	145.00
Crew Chief	121.00
Survey Crew Member	97.00
Researcher	109.00
Survey Technician	121.00

MISCELLANEOUS

Mileage (per mile)	Current IRS Rate
Other Direct Costs	at cost +15%

Rates Effective through December 2025

CROSSROAD ENGINEERS, PC

115 N. 17th AVE, BEECH GROVE, IN 46107 // 317.780.1555 // CROSSROADENGINEERS.COM

Exhibit 'A' Design Phases

1

PRIORITY 1

Area is within the Scope of Design Services and is the highest priority for implementation

2

PRIORITY 2

Area is within the Scope of Design Services but is the second highest priority for implementation

3

PRIORITY 3

Area is within the Scope of Design Services but is the third highest priority for implementation

NOT IN SCOPE

NOT IN SCOPE

Area is not in the Scope of Design Services but may be added at some point in the future

Clinton Street

Logan Street

8th Street

9th Street

10th Street

Conner Street

Maple Street

EXHIBIT 'B'



September 10, 2020

centerlines

Parcels

- Topographic Survey Limits

1:2,400

0.08 mi

0.13 km

November 19, 2024

Willie Hall, PE
Project Manager
CROSSROAD ENGINEERS, PC
115 N 17th Ave
Beech Grove, IN 46107



RATIO DESIGN
101 S PENNSYLVANIA ST
INDIANAPOLIS IN 46204

RATIODESIGN.COM

Re: Noblesville Streetscape

Dear Willie,

Thank you for the opportunity to collaborate with Crossroad Engineers on the Noblesville Streetscape project. We value our long-standing relationship and look forward to another successful project with you. As requested, we provide the following designs services proposal for you consideration:

PROJECT SCOPE

The project consists of improvements to several street corridors in downtown Noblesville. The corridors have been assigned priority levels by the City. The priority levels relate both to implementation schedule and desired level of design:

Priority 1:

- Logan Street between the White River and 10th Street
- 8th Street between Logan and Clinton
- 9th Street between Conner and Clinton
- Alleys in the blocks bordered by 8th, 9th, Logan and Clinton and 9th, 10th, Logan and Conner

Priority 2:

- 10th Street between Conner (SR38) and Clinton Street
- 9th Street between Maple and Conner

**Design
for
impact.**

INDIANAPOLIS
CHICAGO
DENVER
RALEIGH
CHAMPAIGN, IL
MILWAUKEE

Priority 3:

- Clinton Street between 8th and 10th
- Maple Street between 5th and 10th
- 10th Street between Maple and Conner

The attached Scope Definition Exhibit graphically depicts our understanding of the Scope Areas.

The scope of the improvements includes complete replacement of the existing sidewalks and roadways within the right of way, and utility upgrades as needed to accommodate the improvements. We understand that the City's objective is to create a more pedestrian friendly environment while meeting the safety, parking and functional needs (i.e. deliveries, outdoor dining, and sidewalk sales/advertising) necessary for a healthy business environment. The improvements will likely include new unit paving, site furnishings, bollards, plantings, lighting and other character-defining elements like columns, walls and gateways. The City is also interested in exploring design solutions that include curbless streets and potentially reverse angle parking. The final scope, program and material selections will of course ultimately be subject to the budget.

Previous studies have suggested that the construction budget is \$4.5M, but our understanding is that this budget number was based on a much smaller Project Scope. There has not been a construction budget stated for the expanded Project Scope, and therefore a goal of the initial phase of design will be to identify the probable cost of the anticipated improvements.

Our understanding of the working/preliminary schedule is as follows:

Project Initiation:	12/2/24
Stage 1 Plans (30%)	3/7/25
Stage 2 Plans (60%)	8/29/25
Stage 3 Plans (90%)	10/24/25
Final Plans	12/1/25
Letting.....	12/20/25
Construction.....	2026
Substantial Completion	May, 2027

DESIGN SERVICES

RATIO will provide landscape architectural services. We propose that this includes:

- Primary responsibility for the exploration and development of the character-defining elements, including:
 - Paving materials and patterning
 - Lighting
 - Site furnishings
 - Plantings
 - Walls and gateways
- Precedent research
- Collaboration with Crossroad to define the pavement widths for streets and sidewalks
- Development of the approach to accessibility at existing building entries
- Production of CAD linework, illustrative graphics, plans, sections and perspective renderings as needed to convey design intent
- Site visits and attendance at meetings to review concepts and receive feedback and direction from Crossroad Engineers and City representatives
- Production of 30% plans for the Priority 1 areas. We anticipate that our 30% plans will include:
 - Site Features Plans (identifying surface improvements and character defining elements)
 - Planting plans
 - Details (assume to include preliminary pavement sections and other initial details as may be needed for cost estimating and/or design communication)
 - Preliminary Special Provisions
- Production of 10% Plans for the Priority 2 and 3 areas.

- Collaboration with Crossroad on design grading that may influence character
- Production of a project website

Assumptions and Clarifications

1. Our services for this phase of the project are limited to 30% design for Priority 1 areas and 10% design for Priority 2 and 3 areas. We define 10% Design Services as limited to identifying sidewalk and street widths, recommending materiality, depicting location of any monuments, general recommendations for planting character and assistance with cost opinions. 100% design services for all scope areas will be part of a future project and are not included in this phase.
2. We are assuming that no design services are necessary for the areas on the attached Scope Definition Exhibit labelled "Not In Scope" and that these areas will be addressed at some point in the future.
3. Our deliverables will include production of eye level perspective images for Priority Area 1. The imagery will be categorized into (1) images useful for design progress discussions, and (2) final imagery intended to be used to communicate the proposed design to the public. Design progress images will be less refined but will communicate scale and materiality. Design progress images will not include detailed depictions of existing buildings adjacent to the corridor. Final images will be more realistic/celebratory in nature and will include realistic looking people, shadows, plant material, buildings, vehicles, etc. The final images would only be produced at a point where there is full consensus on the design direction and construction cost. Our services include the following quantity of each type:
 - a. Design Progress Images: up to 20
 - b. Final Imagery: up to 10
4. We assume that Crossroad will be responsible for grading and the development of a CAD file base that establishes roadway geometry and critical edges. This will be provided to RATIO as a base (along with the survey) to develop our site features linework on.

5. RATIO's scope of services does not include any subconsultants. We assume electrical engineering, irrigation design, structural engineering and mechanical engineering are either provided by Crossroad, not a part of the initial scope, or are being handled by others.
6. Our services do not include water feature design.

COMPENSATION & SCHEDULE

Considering the project Scope, Design Services, and Schedule, we offer an hourly not to exceed fee of One Hundred Fifteen Thousand Five Hundred Dollars (\$115,500), not including reimbursable expenses. The fee breaks down as follows:

Landscape Architectural Services:	\$112,000
<u>Web Site Design and Maintenance Services.....</u>	<u>\$3,500</u>
Total.....	\$115,500

REIMBURSABLE EXPENSES

Expenses attributable to your project are in addition to the compensation and will be invoiced as a Reimbursable Expense at 1.10 times the item's cost. Expenses may include:


- A. Drawing Reproduction/Photographic Reproduction
- B. Copying
- C. Supplies
- D. Mailing/Express Mail
- E. Mileage/Lodging/Meals/Auto Rental/Travel per Diem
- F. Agency reviews and fees
- G. Renderings
- H. Website subscription costs
- I. Other, approved, miscellaneous expenses

We estimate reimbursable expenses will not exceed Ten Thousand Dollars (\$10,000). We will only invoice for expenses incurred in the interest of the project

and will provide backup receipts with our invoicing as required. Any amounts remaining within this estimate at the completion of the project will revert to the Owner in full.

Please review this proposal, and if everything is in order, return an executed original for our records. We will then draft an AIA agreement for your review. This proposal is valid for sixty (60) days from the date of issuance and, upon execution, will provide instruction to commence services while the Agreement is finalized. If you have any questions, do not hesitate to contact me directly. Thank you for considering RATIO for this exciting project.

Sincerely,


John D. Jackson, PLA, LEED AP
Principal

cc: Contracts@RATIOdesign.com, Tommy Freeborn, Jon Hutslar

AUTHORIZATION TO PROCEED:

Designated Representative
Crossroad Engineers, LLC

Date

GENERAL TERMS AND CONDITIONS

STANDARD OF CARE: The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the project.

USE OF DOCUMENTS: All documents prepared by the Architect pursuant to this Proposal are instruments of professional service intended for one-time use in the construction of this project. They are and shall remain the property of the Architect. Any reuse without written approval or adaptation by the Architect is prohibited.

ACCESS TO THE SITE: The Owner shall provide the Architect and the Architect's Consultants access to the project site before the Work commences and shall obligate the Contractor to provide the Architect and the Architect's Consultants access to the Work wherever it is in preparation or progress.

HAZARDOUS MATERIALS: Unless otherwise required in this Proposal, the Architect shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the project site.

BETTERMENT (VALUE ADDED): The Owner and the Architect acknowledge the "value-added" rule, often termed the "betterment" or "added first benefit" rule, namely, that the Architect shall not be liable for costs incurred by the Owner in correcting a negligent error or omission in design if the costs would have been incurred by the Owner anyway had the design been performed properly in the first place. The goal of compensatory damages is to place the parties in the same position they would have been in had no such negligent error or omission been committed; the goal is not to place the Owner in a better position at the expense of the Architect or to require the Owner to pay for the same Work twice.

ASSIGNMENT: Neither the Owner nor the Architect shall assign this Proposal without the written consent of the other, except that the Owner may assign this Proposal to a lender providing financing for the project if the lender agrees to assume the Owner's rights and obligations under this Proposal, including any payments due to the Architect by the Owner prior to the assignment.

BILLING/PAYMENT: Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one and one-half percent (1.5%) per month, accrued, or the legal rate prevailing from time to time at the principal place of business of the Architect, whichever is greater. It is understood and acknowledged that the Owner's obligations under this Proposal are not in any way conditioned upon obtaining financing or funding for any of the amounts payable hereunder.

ADDITIONAL SERVICES: Additional services are those performed beyond the identified Basic and Specialty Services. The Architect is happy to engage in these services and will invoice in either an hourly or lump sum fee arrangement. While the initial request for additional services may be received verbally, we require the Owner's written confirmation (email/letter), or preferably the signature on our Proposal identifying the additional services and compensation, before initiating the requested services. Services provided by the Architect on an hourly basis will be performed in accordance with the Architect's current fiscal year Standard Hourly Rate Schedule in effect at the time of performance. This schedule is updated annually and is available upon request.

PROFESSIONAL LIABILITY INSURANCE: The Architect shall maintain insurance as stated herein until the termination of this Proposal. If the project requires additional types and limits outside of what the Architect normally maintains, the Owner shall compensate the Architect as a reimbursable expense.

In consideration of the project Scope, Design Services, and Compensation, the Architect will maintain insurance coverage for this project with the following limits:

GENERAL LIABILITY

\$1,000,000 each occurrence limit,
\$2,000,000 aggregate

WORKER'S COMPENSATION

\$1,000,000 each accident,
\$1,000,000 Disease Policy Limit

AUTOMOBILE LIABILITY

\$1,000,000 CSL each accident,
\$1,000,000 for Hired and Non-Owned Liability

PROFESSIONAL LIABILITY

\$5,000,000 per claim,
\$5,000,000 aggregate

TERMINATION OR SUSPENSION: If the Owner fails to make payments to the Architect, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Proposal. If the Architect elects to suspend services, the Architect shall give the Owner seven (7) days' written notice before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused to the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

FORCE MAJEURE: Each party's performance under this Proposal shall be excused to the extent of and for the time such performance is delayed, interrupted, or prevented by an event of force majeure. As used within this Proposal, the term "force majeure" shall mean, by way of example, and not in limitation, fire, an act of God, governmental act, national emergency, strike, labor dispute, pandemic, unusual delay in transportation, inability to procure materials, adverse weather conditions not reasonably anticipatable, unavoidable casualties or any other causes beyond the Architect's or Owner's reasonable control. The Architect and Owner shall each exercise their respective commercially reasonable efforts to mitigate the cause of any such force majeure delay, interruption, or prevention.

LIMITATION OF LIABILITY: In recognition of the relative risks and benefits of the project to both the Owner and the Architect, the risks have been allocated such that you agree to the fullest extent permitted by law to limit the liability of the Architect for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes so that the total aggregate liability of the Architect shall not exceed the Architect's total fee for services rendered on this project. Such claims and causes included, but are not limited to, negligence, professional errors or omissions, strict liability, breach of contract, or warranty.

CONSEQUENTIAL DAMAGES: The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Proposal. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Proposal.

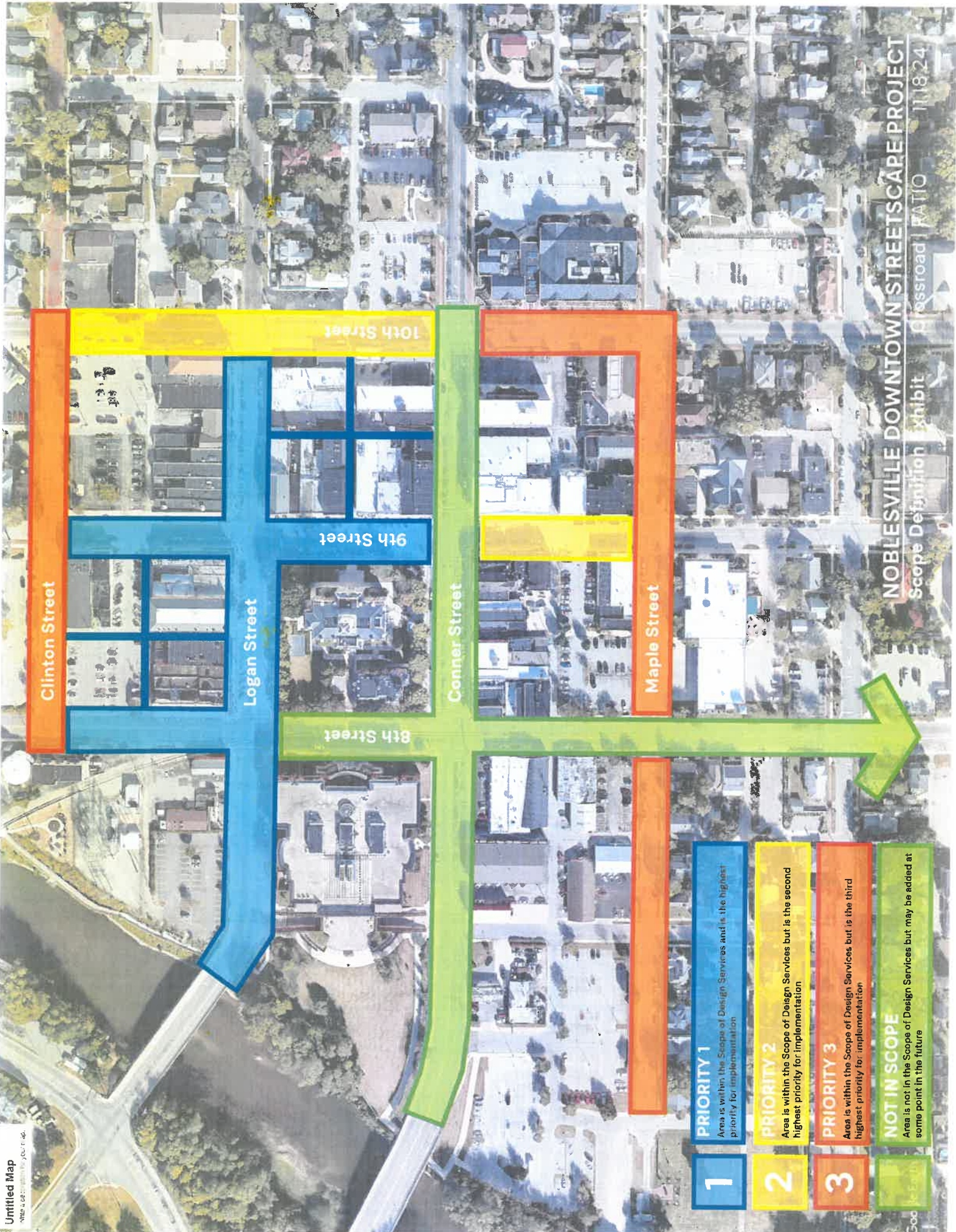
DISPUTE RESOLUTION: Any claim, dispute, or other matter arising out of or related to this Proposal shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to the resolution of the matter by mediation or by binding dispute

resolution. If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be Private Judge Litigation.

ABANDONMENT: If the project is abandoned, in part or in whole, payment on account of the services performed will be made upon presentation of a final accounting of services rendered and expenses incurred since the last paid invoice to the date of such action.

FEDERAL ENERGY EFFICIENCY PROGRAMS: For publicly financed or partially financed projects (Federal, State, or local government), the Architect and its consultants may pursue the 179D Tax Deduction for Energy Efficient Buildings program. This is available to the "Designer" (available to those entities that "create(s) the technical specifications for a new building or addition." "A person that merely installs, repairs, or maintains the property is not a designer."). This requires a signature of the building owner and a brief confirmation visit by an engineer to the property as part of the allocation. The Architect expects the Owner to execute the required allocation letter(s) and allow our engineer the brief access required. There is no associated additional fee/cost.

GOVERNING LAWS: This Proposal shall be governed by the law of the principal place of business of the Architect, excluding that jurisdiction's choice of law rules.



- 1** **PRIORITY 1**
Area is within the Scope of Design Services and is the highest priority for implementation
- 2** **PRIORITY 2**
Area is within the Scope of Design Services but is the second highest priority for implementation
- 3** **PRIORITY 3**
Area is within the Scope of Design Services but is the third highest priority for implementation
- NOT IN SCOPE**
Area is not in the Scope of Design Services but may be added at some point in the future



November 21, 2024

Crossroad Engineers, PC
115 N. 17th Avenue
Beech Grove, Indiana 46107
Attn: Mr. Willie Hall, PE, Vice President

**RE: Proposal for Preliminary Environmental Evaluation
Downtown Noblesville Improvements Project
Noblesville, Indiana
P24-2426-01E**

Dear Mr. Hall:

Thank you for contacting Patriot Engineering and Environmental, Inc. (Patriot) for your environmental due diligence needs. We appreciate the opportunity to submit our proposal to conduct a Preliminary Environmental Evaluation of an area in downtown Noblesville, Indiana. Patriot understands that the project area includes the city streets that are generally bound by Clinton Street to the north, Maple Avenue to the south, 10th Street to the east and 5th Street to the west. The project area is depicted on the Environmental Study Area figure you provided via electronic mail on November 17, 2024. This proposal details Patriot's proposed scope of work and associated fee.

Scope of Work

Patriot will conduct a preliminary environmental evaluation to identify sites in the project area that have the potential to have impacted the soil, groundwater, and/or soil gas in the project area. Patriot retains a specialty subcontractor to provide a regulatory database search and historic record search. Our preliminary environmental evaluation will include the review of readily available Sanborn Fire Insurance Maps, city directories, and environmental regulatory records available on the Indiana Department of Environmental Management's Virtual File Cabinet. The findings of our review will be presented in our preliminary environmental evaluation report.

The preliminary environmental evaluation does not include any media sampling or any chemical analysis. Patriot assumes no responsibility for environmental concerns, which may exist and are not present in the documents reviewed.

Project Schedule

Patriot will deliver the preliminary environmental evaluation letter report in approximately 15 to 20 business days following your authorization to proceed. Please contact the undersigned Patriot personnel if a different completion date is required.

Project Fees

The time and material, not to exceed, amount to perform the above-described scope of work is \$6,700 and a breakdown of the costs is provided below:

Project Management, Data Evaluations, Report Writing	\$ 6,200
Specialty Subcontractor – Environmental Database Search	<u>\$ 500</u>
Total	\$ 6,700

The estimated costs for the proposed scope of work presented above include fees for labor, expenses, subcontractors, report preparation, and project management as described in the proposed scope of work.

Authorization to Proceed

Patriot will initiate project activities upon receipt of the completed, attached Proposal Acceptance Agreement. In addition, Patriot's attached Terms and Conditions are an integral part of this proposal.

Related Services

Patriot is a diverse engineering firm providing environmental, geotechnical, and construction materials testing services. Patriot offers numerous other services that may be important to you relative to the completion of this project. These services include, but are not limited to:

- Geotechnical engineering investigations to determine the suitability of the property for construction and to obtain data for foundation design;
- Geophysical surveys to identify subsurface structures, and
- Construction materials testing and inspection services (Soils, Concrete, Asphalt) during roadway construction to ensure specification compliance.

If you have any questions regarding this proposal or require additional information, please don't hesitate to contact me at 317-576-8058 (office). Your authorization to proceed can be returned to my email at csshaw@patrioteng.com.

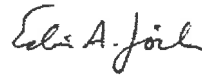
Once again, thank you for this opportunity to provide you with this proposal.

Sincerely,

Patriot Engineering and Environmental, Inc.



Christopher G. Shaw, CHMM
Senior Project Manager



Ed Joniskan, LPG
Indiana Environmental Group Manager

Attachments:

- Proposal Acceptance Agreement
- Terms & Conditions



PATRIOT ENGINEERING AND ENVIRONMENTAL, INC.

6150 EAST 75TH STREET
INDIANAPOLIS, INDIANA 45250
Telephone: (317) 576-8058 Email: cshaw@patrioteng.com

PROPOSAL ACCEPTANCE AGREEMENT

Project Name:	Preliminary Environmental Evaluation- Downtown Noblesville Improvements Project
Project Location:	Noblesville, Indiana streets that are generally bound by Clinton Street to the north, Maple Avenue to the south, 10th Street to the east and 5th Street to the west.
Description of Services:	Preliminary Environmental Evaluation
Patriot Proposal:	P24-2426-01E

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

Client:	Crossroad Engineers, PC
Address:	115 N. 17th Avenue
City, State, Zip:	Beech Grove, Indiana 46107
Telephone:	317.780.1555
Client Contact:	Willie Hall, PE
Email:	whall@crossroadengineers.com

COST INFORMATION

Preliminary Environmental Evaluation: **\$6,700** (Time & Materials, Not to Exceed)

NOTICE: This AGREEMENT together with Patriot's proposal and the attached Terms & Conditions constitute the entire agreement between the Client and Patriot and supersedes all prior written or oral understandings:

PROPOSAL ACCEPTED BY: _____

PRINTED NAME & SIGNATURE: _____

TITLE: _____ DATE: _____



TERMS AND CONDITIONS

1. SCOPE OF WORK

PATRIOT Engineering and Environmental Inc. (PATRIOT) shall perform the services defined in the attached proposal at the fees stated in the proposal or the attached fee schedule. Any estimate of time and materials shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this contract). PATRIOT will provide additional services at the listed standard fees. This offer will be valid for ninety (90) days unless otherwise stated. Upon acceptance, this proposal and associated terms and conditions shall become the contract.

2. RIGHT OF ENTRY

Client grants to PATRIOT the right of entry to the project site by its employees, agents, and subcontractors; to perform services, post signage, and represents that it has obtained the needed permits and licenses for the proposed work. If Client does not own the site, Client warrants and represents to PATRIOT that it has the authority and permission of the owner and occupant of the site to grant right of entry to PATRIOT.

3. PAYMENT TERMS

PATRIOT will submit invoices to the Client throughout the project and a final invoice upon completion of services. There shall be no retainage of fees due and payable to PATRIOT. Payment is due within fourteen (14) days of invoice receipt, regardless of whether the client has been reimbursed by any other party. Client agrees to pay interest of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

4. STANDARD OF CARE

The services shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by reputable members of the profession currently providing similar services under similar circumstances. Except as set forth herein, PATRIOT makes no other representation, guarantee, or warranty, express or implied, in fact or by law, whether any merchantability, fitness for any particular purpose or otherwise concerning any of the services which may be furnished by PATRIOT to Client. Client agrees to give PATRIOT written notice of any breach or default under this section and to give PATRIOT a reasonable opportunity to cure such breach or default, without the payment of additional fees to PATRIOT, as condition precedent to any claim for damages.

5. INSURANCE AND GENERAL LIABILITY

PATRIOT maintains Workers' Compensation and Employers' Liability Insurance in compliance with the laws of the state having jurisdiction over the individual employee. PATRIOT has insurance coverage under general liability, property damage, and professional liability, which PATRIOT deems to be adequate. Certificates for such policies of insurance shall be provided to Client upon request. PATRIOT may provide additional insurance coverage beyond stated limits at the Client's request and expense.

6. RISK ALLOCATION

Due to the very limited benefit PATRIOT will derive from this project compared to that of other parties involved, including the Client, Client agrees to limit PATRIOT'S liability to Client or any other party using or relying on PATRIOT'S work with respect to any acts or omissions including, but not limited to, breach of this contract, breach of warranty, negligence, alleged defects in PATRIOT'S performance, or other legal theory such that the total aggregate liability of PATRIOT to all those named shall not exceed a maximum limit of \$25,000 or PATRIOT'S project fee for the services rendered on this project, whichever is less.

7. TERMINATION

Either party may suspend performance immediately upon becoming aware of a breach of the terms of this contract by the other party and provide notice of its intention to terminate. In the event PATRIOT determines there may be a significant risk that PATRIOT'S fees may not be paid on a timely basis, PATRIOT may suspend performance and/or retain any reports, work products, or other information until Client provides PATRIOT with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditors or other similar act of insolvency shall constitute a breach. Termination will become effective seven (7) calendar days after receipt of notice by the breaching party unless the event(s) giving rise to the breach are remedied within the timeframe or the party seeking termination revokes its notice. Either party, without cause, may terminate this contract upon providing ten (10) calendar days written notice to the other party.

8. ASSIGNS

This contract may be amended by written instrument, e-mail confirmation, or written confirmation of a verbal agreement, acknowledged or signed by both parties. Client shall not assign this proposal or any reports or information generated as a result of contracted services pursuant to this proposal without written consent of PATRIOT.

9. SAFETY

PATRIOT'S responsibility for safety on site shall be limited to its own personnel, subcontractors, and any individuals who are directly involved with PATRIOT'S work on site. This shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of PATRIOT, nor the presence of PATRIOT'S employees and its subcontractors shall be construed to imply that PATRIOT has any responsibility for any activities on the site, which are performed by personnel other than PATRIOT'S employees or subcontractors.

10. CONFLICTS

Should any element of the Terms and Conditions be deemed in conflict with any element of the proposal/contract, unless the proposal/contract clearly voids the conflicting element in the Terms and Conditions, wording of the Terms and Conditions shall govern. Any element of this agreement later



held to violate a law or regulation shall be deemed void, but all remaining provisions shall continue in force. The Terms and Conditions set forth herein shall survive the termination of this contract. No action, legal or otherwise, may be brought against *PATRIOT* arising from its performance of services under this contract, whether for breach of contract, tort, or otherwise, unless *PATRIOT* shall have received within two (2) years after completion of services under this contract a written notice specifying the alleged defects in *PATRIOT'S* performance or other breach.

11. CONSEQUENTIAL DAMAGES

In no event shall either party be liable to the other party for any consequential, incidental, or indirect damages including, though not limited to, loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless as to whether such damages are caused by breach of contract or warranty, negligent acts or omissions, or other wrongful acts.

12. DELAYS IN WORK

PATRIOT will charge the Client at standard fees for stand-by or non-productive time for delays in *PATRIOT'S* work caused by the Client or Client's contractors unless otherwise specifically provided for in the contract.

13. SAMPLING OR TEST LOCATION(S)

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for accurate horizontal and vertical locations of tests or samples which, when referenced in *PATRIOT'S* report, are based on information furnished by others and/or estimates made by *PATRIOT'S* personnel and are only considered approximations, unless otherwise stated. *PATRIOT* may deviate a reasonable distance from any test or sampling location as specified by the Client. If, in order to complete a given soil boring to its designated depth, relocating the soil sampling location and associated sampling method is necessitated by encountering impenetrable subsurface objects, all work, including the original work performed, will be charged for at the appropriate rates in the fee schedule. Client recognizes that project site conditions may vary from those encountered at the locations where the borings, surveys, sampling, monitoring, or explorations are made by *PATRIOT* and its subcontractors, and that the data interpretations and recommendations of *PATRIOT'S* and its subcontractors are based solely on the information available to them. *PATRIOT* will only be responsible for data, interpretations, and recommendations based on information obtained from the locations sampled, monitored, and explored by *PATRIOT* and its subcontractors, but shall not be responsible for the interpretations by others of the information obtained and reported.

14. DISPUTE RESOLUTION

Any claim or dispute made against *PATRIOT* for inadequate, negligent, or improper performance of services by *PATRIOT* pursuant to this contract must be resolved by negotiation or mediation. Any party to this contract may demand that any such disputes be resolved by negotiation or mediation, unless the parties mutually agree otherwise. The Client and *PATRIOT* further agree to include similar dispute resolution provisions in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include similar dispute resolution provisions in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for negotiation or mediation as the

primary method for dispute resolution between the parties to those agreements.

15. FAILURE TO FOLLOW RECOMMENDATIONS

Client will not hold *PATRIOT* or its subcontractors liable for any consequential, incidental, or indirect damages or business losses that may occur based on, or which may result from *PATRIOT'S* or its subcontractors' recommendations that are not followed. Client waives any claim against *PATRIOT* and agrees to defend, indemnify, and hold *PATRIOT* harmless from any claim, liability for injury, or business loss that results from *PATRIOT'S* recommendations that are not followed.

16. FORCE MAJEURE

Neither Client nor *PATRIOT* shall hold the other responsible for damages or delays in performance caused by events beyond the control of the other party and which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, materially different site conditions, wars, riots, rebellions, sabotage, fires, explosions, accidents, floods, strikes or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances. The party intending to invoke force majeure shall provide prompt notice to the other party.

17. RIGHT TO STOP OR DIRECT WORK

Since *PATRIOT'S* duties and services are limited to the scope of work proposed and contracted with the Client to perform, *PATRIOT* shall not under any circumstances give a stop-work order or direct work, either for quality, safety or any other reason, unless directed solely to *PATRIOT* personnel or its subcontractors' personnel. Neither shall *PATRIOT* be responsible for the possible consequences of not issuing a stop-work order. *PATRIOT* will only report to Client regarding the quality of the work *PATRIOT* has performed, or been contracted to observe and monitor.

18. FIELD MONITORING AND CONTROL

PATRIOT shall not, except for its own services and for services it subcontracts, specify project site procedures, manage or supervise project work, implement or be responsible for project site health and safety procedures. *PATRIOT* shall not be responsible for the acts or omissions of other parties on the project site and shall not have control or charge of and not be responsible, without limitation, for project means, methods, techniques, sequences, or procedures. *PATRIOT'S* project services shall not relieve any other parties from their responsibility for performing work in accordance with applicable plans, specifications, safety requirements, laws, and regulations. *PATRIOT'S* proposed and contracted monitoring and testing services are limited to its proposed and contracted scope of work and does not imply or warrant that *PATRIOT* is responsible for observing all activities and personnel at the project site. If *PATRIOT* is not retained to monitor environmental remediation, mitigation, or abatement activities, Client waives any claim against *PATRIOT* and agrees to indemnify, defend, and hold *PATRIOT* harmless for any claim or liability for injury or business loss resulting from remediation, mitigation, or abatement activities

The words "supervision", "inspection", or "control", if used in connection with *PATRIOT'S* work, are only intended to mean periodic observation or monitoring of the project work as outlined in *PATRIOT'S* proposed and contracted scope of work.

**19. RETESTING AND RE-MONITORING**

PATRIOT is only obligated to monitor and test in accordance with applicable and agreed upon standards and methods. In the event PATRIOT's monitoring and/or testing discloses deficiencies in the project's work, and which consequently will require corrections, PATRIOT will retest or re-monitor the corrected work as required by the plans and specifications or as directed by the Client; however, all such retesting or re-monitoring shall be additional work and shall be paid for by Client at the agreed upon fees in this contract.

20. SITE WORK

PATRIOT will take reasonable precautions to avoid any damage to the project site from the activities of its personnel, subcontractors, or equipment. Any damage caused by PATRIOT'S negligence will be restored at PATRIOT'S expense; however, unavoidable damage caused in the execution of the project work such as tire rutting, cutting and splicing of fences, removal of potential asbestos containing materials (ACM), drilling through pavements, cutting of brush and trees, coring through pavements, etc., will not be restored unless otherwise stated in the contract.

21. UTILITIES

In the execution of any subsurface exploration, PATRIOT will take reasonable precautions to avoid damage to subterranean structures or utilities of which PATRIOT has received notification; however, it is the Client's responsibility to mark or furnish the locations of all underground, manmade obstructions or utilities. Client shall indemnify, defend, and hold harmless PATRIOT from and against any claims, losses, or damages incurred or asserted against PATRIOT related to Client's failure to mark, protect, inform, or advise PATRIOT of underground structures or utilities, unless stated in our contracted scope of services.

22. SAMPLES

PATRIOT and its subcontractors will retain any soil, rock, water, or material samples obtained in the performance of its contracted scope of work for a period not to exceed thirty (30) days after submitting PATRIOT'S report or findings. Further storage or transfer of samples and materials obtained from the contracted scope of PATRIOT'S work can be made at the Client's expense upon written request.

23. AQUIFER CONTAMINATION

Client waives any claim against PATRIOT, and agrees to hold harmless, defend, and indemnify PATRIOT from any claim, business loss, or liability for injury as a result of cross-contamination caused by subsurface drilling and/or sampling unless due to PATRIOT'S negligence or willful acts.

24. HAZARDOUS SUBSTANCES

Client agrees to advise PATRIOT, prior to beginning project work, of any hazardous substances on or near the project site known to Client. In the event that test samples obtained during our work contain substances hazardous to health, safety, or the environment, these samples remain the property of Client which also shall pay for all costs connected with decontamination of PATRIOT'S or its subcontractors' equipment. Furthermore, any equipment of PATRIOT'S or its subcontractors' contaminated during PATRIOT's services which cannot be reasonably decontaminated shall become the property and responsibility of Client. Such samples and/or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment, and the fair market value of such contaminated equipment. Client waives

any claim against PATRIOT and its subcontractors and agrees to defend, indemnify, and hold harmless PATRIOT from any claims, business loss, or liability for injury arising from PATRIOT'S failure to detect the presence of hazardous materials, including ACM, through techniques and methods agreed upon in the proposed and contracted scope of work, unless the failure to detect hazardous materials, including ACM, was due to PATRIOT'S failure to properly execute the proposed and contracted scope of work set forth in this contract.

25. ENVIRONMENTAL PROBLEMS

PATRIOT and its subcontractors' duties and responsibilities are limited to the proposed and contracted scope of work. Any sampling, testing, or monitoring of site conditions or materials related to environmental concerns including hazardous waste, soil, ground water, surface water, ACM, or air pollutants are not part of PATRIOT'S responsibilities and duties unless specifically identified in its proposed and contracted scope of work. If it becomes apparent during project site work that undisclosed hazardous materials may be present, project site work will be terminated unless specified in PATRIOT'S proposed and contracted scope of project work. Project site work will resume only after renegotiation of the contracted scope of services and fees to cover appropriate environment, health, and safety precautions. PATRIOT shall have no responsibility for detecting or dealing with environmental concerns, hazardous waste, soil, ground water, surface water, ACM, or air contamination, should they occur at the project site unless specifically outline in PATRIOT'S proposed and contracted scope of work. Client waives any claim against PATRIOT and agrees to defend, indemnify, and hold harmless PATRIOT from any claim, business loss, or liability for injury that results from the discovery of onsite environmental concerns, hazardous materials, soils, ground water, surface water, ACM, or air contamination.

26. ENVIRONMENTAL INDEMNITY

Client agrees to the maximum extent permitted by law to defend, indemnify, and hold harmless PATRIOT and its subcontractors from and against any and all claims and liabilities in connection with toxic or hazardous substances or constituents unless caused by PATRIOT'S negligence or willful acts, resulting from Client's violation of any federal, state or local statute, regulation or ordinance relating to the handling, storage or disposal of toxic or hazardous substances or constituents; Client's undertaking of or arranging for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site; toxic or hazardous substances or constituents introduced at the site by Client or third persons before or after completion of services herein; allegations that PATRIOT or its subcontractors are the handlers generators, operators, treaters or storers, transporters, or disposers under the Resource Conservation and Recovery Act of 1976, Comprehensive Environmental Response, Compensations and Liability Act, or any other similar federal, state or local regulation or law.

PATRIOT or its subcontractors have no role in generating, treating, storing, or disposing of any hazardous materials which may be present at the project site, and which at no time become the property of PATRIOT or its subcontractors, unless specifically identified in the proposed and contracted scope of work. Client shall evaluate and select proper disposal site for treatment or disposal of its hazardous materials (to include test samples collected to determine the characteristics of the samples), shall select the method of



transportation, and shall be solely responsible therefore. Any arrangements for the treatment, storage, transport, or disposal of any hazardous materials that are made at the direction and expense of Client and to be conducted or completed by PATRIOT shall be construed as being made solely and exclusively on Client's behalf for Client's benefit, and Client shall defend, indemnify, and hold harmless PATRIOT from and against any and all claims, damages, business losses, liability of injury, and expenses, including reasonable attorney's fees, which arise out of any release, threatened release, transportation, or disposal of hazardous materials, unless caused by the negligence or willful acts of PATRIOT during the execution of its proposed and contracted scope of work.

27. OWNERSHIP OF DOCUMENTS

Client agrees that all original documents and drawings produced by PATRIOT in accordance with this agreement, except documents, which are required to be filed with public agencies, shall remain the property of PATRIOT. Client agrees to be liable and responsible for the use of unsigned plans, drawings, or other documents not signed by PATRIOT, and waives liability against PATRIOT for their use. Further, client agrees to waive any claim against PATRIOT and to indemnify, defend, and hold harmless PATRIOT from any and all claims arising out of any use, not authorized in writing by PATRIOT, of these documents by third parties not related to this agreement.

28. PUBLIC RESPONSIBILITY

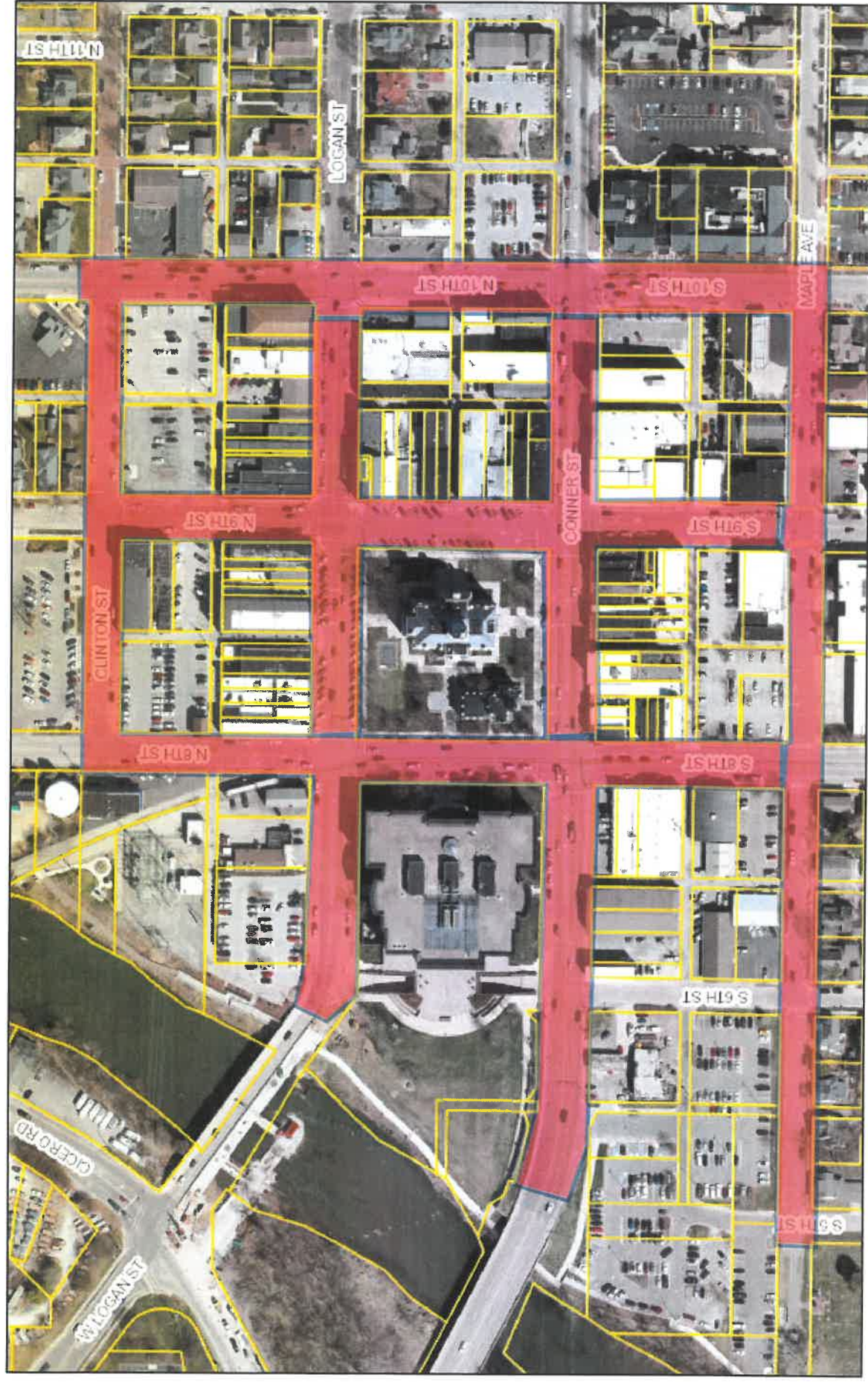
Client shall be responsible for reporting to appropriate governmental and licensing agencies with respect to any legal or regulatory requirements, code violations, or hazardous substances detected on site. If Client disregards PATRIOT'S and its subcontractors' recommendations for reporting or public health and safety, Client waives any claim against PATRIOT and its subcontracts and agrees to defend, indemnify, and hold harmless PATRIOT and its subcontractors from any claim, business loss, liability for injury, or loss arising from disregarding PATRIOT'S or its subcontractors' recommendations of reporting.

29. NON-SOLICITATION

During the term of this Agreement and for (6) six months after any termination of this Agreement, CLIENT will not directly or indirectly solicit, induce, recruit, divert or hire away, encourage, or otherwise endeavor the cause or attempt to cause any employee or consultant of Patriot to terminate their relationship to Patriot.

Revised July 2017

Downtown Improvements



September 10, 2020

centerlines

Parcels

1:2,400

0.08 mi

0.02

0

10



- Environmental Study Area

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor):

Cross Road Engineers, PC

By (Written Signature):

Trent E. Newport

(Printed Name):

Trent E. Newport

(Title):

President

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana

SS:

COUNTY OF Marion

Subscribed and sworn to before me this 13th day of September, 2024.

My commission expires: November 11, 2027 (Signed) Hannah N. Northern

a. Residing in Morgan County, State of Indiana





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/27/2024

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 Walker Professional Insurance PO Box 55 Carmel IN 46082		CONTACT NAME: Kristen Walker, CIC PHONE (A/C, No, Ext): (317)759-9321 FAX (A/C, No): E-MAIL ADDRESS: Certificate@WalkerProfessional.com	
INSURED Crossroad Engineers, PC 115 N 17th Ave Beech Grove IN 46107		INSURER(S) AFFORDING COVERAGE INSURER A : RLI Insurance Co. INSURER B : Travelers Casualty And Surety Co Of America INSURER C : INSURER D : INSURER E : INSURER F :	
		NAIC # 13056 31194	

COVERAGES**CERTIFICATE NUMBER:** CL24102544686**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PSB0009745	10/25/2024	10/25/2025	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 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PSA0003137	10/25/2024	10/25/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			PSE0004780	10/25/2024	10/25/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	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	PSW0005322	10/25/2024	10/25/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
B	Professional Liability (Claims-Made Form)			106681920	10/25/2024	10/25/2025	Each Claim Limit \$2,000,000 Aggregate Limit \$2,000,000

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

[Job #: Job Type: Downtown Improvements Phase 1]

Where allowable by law: General Liability, Automobile Liability and Umbrella Liability provides for additional insured when agreed by contract or agreement. General Liability, Automobile Liability and Umbrella Liability is provided on a primary, non-contributory basis when agreed by contract or agreement. General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability include a waiver of subrogation when agreed by contract or agreement. Umbrella is follow form per the terms of the policy. 30 days notice of cancellation, except for non-payment, shall be provided to the certificate holder. General Liability includes Contractual Liability per the terms of the policy. Umbrella liability does NOT extend over professional liability. Waiver of subrogation is provided on the Professional Liability policy in favor of the insured's client only if required by

CERTIFICATE HOLDER**CANCELLATION**

City of Noblesville 16 S. 10th Street Noblesville IN 46060	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
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

(This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10-25-2024

Insured

CrossRoad Engineers, PC
Insurance Company

RLI Insurance Company

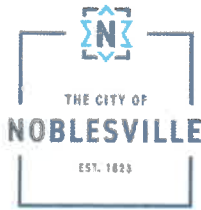
Policy No.
PSW0005322

Endorsement No.
Premium 8126.29

Countersigned by _____

WC 00 03 13

(Ed. 4-84)



FINANCE & ACCOUNTING

Funding Verification/Encumbrance Request Form

Date to be submitted to BoW/Park Board: 12/3/24 (put N/A if not submitting to BoW/Park Board)

Vendor name: CrossRoad Engineers, PC

Vendor Address: 115 N. 17th Ave., Beech Grove, IN 46107

Brief description of purchase: Downtown Improvements Project - PE

Source of Funding:

- ☐ Current Year Operational Budget
- ☐ Subsequent Year Operational Budget¹
- ☐ Funding not yet finalized (attach explanation)²
- ☐ Loan or debt proceeds
- ☒ Non-Appropriated Fund³

Fund #		149
Department #		026
Project # (NA if no project #)		026.2016
	Expense Object #	Amount
#1	313.100	\$ 308,017.01
#2		
#3		

1) This option may only be selected AFTER the adoption of the subsequent year budget. OFA will create a PO after the start of the next year. If contract details change in between form submission and the start of the year, contact OFA Staff.

2) This option may only be selected in unusual circumstances. An additional FVF will need to be submitted to OFA once funding source has been determined. OFA will not create a PO until this follow-up form has been submitted.

3) These funds are not appropriated through the annual budget process. They include but are not limited to grant funds and impact fee funds.

Are you requesting that a Purchase Order (PO) be created for this expenditure?

- ☒ Yes Select for all purchases/contracts that will not be paid immediately
- ☐ No Select ONLY if department plans to initiate payment immediately

The Department certifies that sufficient appropriation authority exists in the stated fund and expense series to obligate the expense for future payment.

Department Director

(Signature) _____

(Printed Name) _____

(Date) _____

Please email completed form to OFAbudget@noblesville.in.us

FOR OFFICE OF FINANCE AND ACCOUNTING USE ONLY

OFA Action Taken

- ☐ Purchase Order Created
- ☐ Reviewed Availability of funds (Contract/Purchase of over \$50k or paid with debt proceeds only)

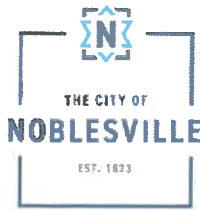
PO # (if applicable): _____

OFA Signature _____

- ☐ No Action Taken (Department should still include this form in purchase/contract approval submission)

Comments: _____

Initials: _____ Date: _____



FINANCE & ACCOUNTING

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(Signature)

(Printed Name)

(Date)

Please email completed form to OFAbudget@noblesville.in.us

FOR OFFICE OF FINANCE AND ACCOUNTING USE ONLY

OFA Action Taken

- ☐ Purchase Order Created
- ☐ Reviewed Availability of funds (Contract/Purchase of over \$50k or paid with debt proceeds only)

PO # (if applicable): _____

OFA Signature _____

- ☐ No Action Taken (Department should still include this form in purchase/contract approval submission)

Comments: _____

Initials: _____ Date: _____

All of which is approved by the Board of Public Works and Safety of the City of Noblesville this
_____ day of _____ 2024.

JACK MARTIN, PRESIDENT

JOHN DITSLER, MEMBER

LAURIE DYER, MEMBER

ROBERT J. ELMER, MEMBER

RICK L. TAYLOR, MEMBER

ATTEST:

EVELYN L. LEES, CLERK
CITY OF NOBLESVILLE, INDIANA