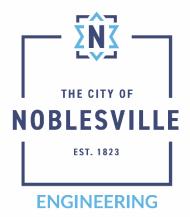


Board of Public Works and Safety Agenda Item

Cover Sheet

MEETING DATE: May 27, 2025
☐ Consent Agenda Item
⊠ New Item for Discussion
☐ Previously Discussed Item
☐ Miscellaneous
ITEM #: <u>9</u>
INITIATED BY: Alison Krupski
INITIATED BY: Alison Krupski ⊠ Information Attached



TO: NOBLESVILLE BOARD OF PUBLIC WORKS AND SAFETY

FROM: ALISON KRUPSKI, CITY ENGINEER

SUBJECT: DESIGN CONTRACT WITH UNITED CONSULTING

LITTLE CHICAGO ROAD ROUNDABOUT DESIGN

DATE: APRIL 29, 2025

The city applied for grant funding from the Indianapolis MPO in 2024 for various projects. The intersection of Little Chicago Road & Carrigan Road was one of two Noblesville projects selected through the MPO's process. This project was awarded just over \$1.6M in Highway Safety Improvement Program funds to replace the three-leg intersection with a roundabout intersection in State Fiscal Year 2028. This agreement is with United Consulting for the design of the new roundabout intersection.

I recommend the Board of Public Works approve this agreement with United Consulting.



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 **United Consulting,** 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 **Exhibits A1 thru A5** 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 A1**, 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, 2029, ("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 A4**.

Compensation shall not exceed Four-Hundred-Two Thousand Four-Hundred Dollars (\$402,400).

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

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 <u>Records; Audit.</u> 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 <u>Insurance</u>.

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 <u>Termination for Failure of Funding</u>. 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 <u>Indemnification.</u> 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, to the extent arising out of or resulting from any negligent acts, errors, or omissions by the Contractor in the performance of services under this Agreement. The Contractor's indemnification under this Section shall survive both final payment and the termination of this Agreement.
- 5.10 <u>Notice</u>. 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: United Consulting Attn: Michael Rowe, PE 8440 Allison Pointe Blvd, Suite 200 Indianapolis, IN 46250 To City: City of Noblesville Attn: Alison Krupski, PE 16 S. 10th Street Noblesville, IN 46060

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

- 5.11 <u>Disputes.</u> 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 <u>Non-discrimination.</u> 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 <u>Force Majeure</u>. 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 <u>Waiver.</u> 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 <u>Attorneys' Fees.</u> Contractor shall be liable to City for reasonable attorneys' fees incurred by City if it is the prevailing party in connection with the collection of 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 <u>Authority to Bind Contractor.</u> 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 <u>Debarment and Suspension</u>

- 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 <u>Compliance With E-Verify Program.</u> 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 Contractors 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.

United Consulting ("Contractor")	
By: Chus R. Pope	Jevry A. Pichardion
Printed: Chris R. Pope, PE	Jeromy A. Richardson, PE
Title: Senior Vice President	Vice President
Date: April 1, 2025	
Approved by the Board of Public Works and day of	Safety of the City of Noblesville this2025.
JACK MARTIN, PRESIDENT	-
JOHN DITSLEAR, MEMBER	-
LAURIE DYER, MEMBER	-
ROBERT J. ELMER, MEMBER	-
RICK L. TAYLOR, MEMBER	-
ATTEST:	
EVELYN L. LEES, CLERK	-

CITY OF NOBLESVILLE, INDIANA

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): United Consulting
By (Written Signature): R. Nope
(Printed Name): <u>Chris Pope, PE</u>
(Title): <u>Senior Vice President</u>
<u>Important - Notary Signature and Seal Required in the Space Below</u>
STATE OF NATIONA SS: KAREN L MARISCAL CISNEROS Notary Public Marion County - State of Indiana Commission Number NP0761991 My Commission Expires Mar 4, 2033
Subscribed and sworn to before me this day of April,
My commission expires: March 4, 2033 (Signed) Kanen & Manscal asners.
a. Residing in Wandh County, State of \\ndiana

Services by CONTRACTOR

The CITY desires to construct a single lane roundabout at the intersection of Little Chicago Road and Carrigan Road. In addition to the roundabout, this project will include an improved pedestrian crossing across Carrigan Road with pavement markings, signage, and rectangular rapid flashing beacons. Existing pedestrian facilities will be maintained around the roundabout and the damaged multi-use trail on the south side of Carrigan Road will be replaced to the entrance of Harbour Town Shoppes. The westbound passing blister on Carrigan Road will be maintained to facilitate vehicles turning left into the shopping center.

1. Design Survey

- a. CONTRACTOR shall provide a design survey and Location Control Route Survey (LCRS) documentation. The survey shall include survey control points, locations of existing utilities, property lines, review of previous construction plans and reports, drainage structures, pavement, and other topographic features. Survey products include a topographic drawing of the project area and a topographic surface model used to establish contours and other design information. The survey will be utilized in project design, preparation of environmental documents and permits, quantity calculations, and development of the construction drawings.
- The survey shall follow all the requirements of the "Indiana Department of Transportation Design Manual, Part I, Ch. 106 Aerial/Ground Survey (2013), and the requirements of Title 865 IAC 1-12 et sequential.
- c. CONTRACTOR shall furnish a "hard copy" of the updated Location Control Route Survey Plat, signed and sealed by an Indiana registered Land Surveyor and an electronic copy of this Plat (AutoCAD format) for use in adding the parcel acquisition information.
- d. CONTRACTOR shall furnish a written updated surveyor's report, which gives

Exhibit A1 Page 1 of 9

- the registered land surveyor's professional opinion of the cause and amount of uncertainty in the lines and corners found or established by the survey.
- e. CONTRACTOR shall record the updated route survey plat and subsequent revisions, together with the associated surveyor's report in the files of the County Recorder's office on or before the date of acquisition of any tracts of land relative to the plan.
- f. Survey coverage includes the following:
 - i. Little Chicago Road: beginning 75 feet south of the centerline of Harbour View Court and extending 875 feet north and northwest to a point 400 feet northwest of the centerline of Carrigan Road. The reference alignment shall be established on the existing centerline. The coverage width shall be 80 feet left and right of the reference alignment.
 - ii. Carrigan Road: Beginning at the centerline of Little Chicago Road and extending 800 feet east to the centerline of Lions Creek Boulevard. The reference alignment shall be established on the existing centerline. The coverage width shall be 80 feet left and right of the reference alignment
- 2. State Environmental Document (SEPA)
 - a. The project will be partially state funded with HSIP Funding. A statewide Environmental Assessment for Major Actions will be prepared and retained in the project file. No formal review will be completed by INDOT Environmental Services.
 - b. As a part of these services the following specific items shall be included:
 - Early Agency Coordination: CONTRACTOR shall prepare and distribute Early Coordination Letters (ECLs) to required resource agencies. The letter will solicit input from each resource agency. CONTRACTOR shall provide ongoing coordination with each resource agency, as necessary.
 - ii. Base Mapping Preparation: CONTRACTOR shall prepare base mapping

Exhibit A1 Page 2 of 9

in Geographic Information System (GIS) format for environmental resources that are available through public sources as shape files. CONTRACTOR shall collect additional project data from published sources. CONTRACTOR shall use this GIS information to measure impacts to environmental resources.

iii. Red Flag Investigation: CONTRACTOR shall prepare a Red Flag Investigation, summarizing the potential impacts to environmental resources.

3. Waters of the US Report

a. CONTRACTOR shall visit the project area to conduct a formal delineation of wetlands and other aquatic resources within the project impact area. Data shall be collected in the field to enable preparation of a formal Wetland Delineation Report in compliance with procedures established by the U.S. Army Corps of Engineers Wetland Delineation Manual (Technical Report 4-87-1) and the appropriate regional supplement.

4. Geotechnical Investigation

- a. CONTRACTOR shall provide an evaluation of the pavement and subsurface conditions and assess the impact of these conditions on the proposed roadway improvements in accordance with industry standards.
- b. CONTRACTOR shall perform up to four soil borings to a depth of up to 10 ft with pavement cores (if needed) at the improvement areas. The boreholes shall be backfilled at completion of the field work with auger cuttings, bentonite chips, and/or bentonite grout, and a concrete patch at the surface where necessary.
- c. CONTRACTOR shall perform laboratory tests including visual soil classification, natural moisture content, organic content (loss on ignition, if needed), grain size analyses, Atterberg limits, specific gravity, unconfined compressive strength on cohesive soil, pH and water-soluble sulfate determinations, and hand penetrometer readings.

Exhibit A1 Page 3 of 9

- d. CONTRACTOR shall prepare a technical report which shall include a summary of the findings and recommendations for geotechnical considerations regarding pavement conditions, including photographs and summary of the pavement cores; subgrade treatment and foundation soil improvement; and pavement design parameters.
- e. CONTRACTOR shall provide traffic control for obtaining geotechnical samples in accordance with the Indiana Manual on Uniform Traffic Control Devices, current when the work is performed.
- f. CONTRACTOR shall coordinate the necessary traffic control to perform the work under this Agreement with an authorized representative of CITY.
- g. CONTRACTOR shall review the final plans for consistency with the geotechnical recommendations.
- 5. Construction Stormwater General Permit (CSGP)
 - a. CONTRACTOR shall prepare and submit an IDEM Construction Stormwater General Permit (CSGP), formerly Rule 5, for the project. This work shall include preparation of a Stormwater Pollution Prevention Plan (SWPPP), submittal of the SWPPP and Notice of Intent (NOI), addressing review comments, and obtaining the Notice of Sufficiency (NOS).

6. Road Design and Plans

- a. CONTRACTOR shall provide roadway design and plan services for the construction of a single lane roundabout at the intersection of Little Chicago Road and Carrigan Road. Little Chicago Road is classified as a Minor Arterial, with a posted speed limit of 35 miles per hour. The existing two-lane roadway is approximately 24 feet wide with an AADT of 12,155 vehicles based on traffic counts from 2023.
- b. The design of roadway improvements for the roundabout and approaches shall be in accordance with IDM Chapter 55 (Non-Freeway 3R) and Chapter 51 guidelines for a 30-mph design speed. The limits of reconstruction are anticipated to be 300 feet for each leg and will tie into the existing typical section of both roads. The design shall include a single circulating lane and

Exhibit A1 Page 4 of 9

- single lane approaches on all legs of the intersection.
- c. Curb and gutter shall be used within the limits of the roundabout and shall extend south to Harbourtown Drive/Harbour View Court. The west and east legs will include transitions to the existing paved shoulders. Enclosed storm sewer shall be used within the limits of the roundabout to capture surface runoff. The system shall outlet to the existing stormwater system just north of Harbourtown Drive on the east side of Little Chicago Road. Existing pedestrian facilities shall be maintained, and a new pedestrian crossing shall be constructed across the east leg.
- d. CONTRACTOR shall prepare preliminary plans and preliminary opinions of probable construction cost, which shall be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: American Association of State Highway and Transportation Officials' "A Policy on Geometric Design of Highways and Streets"; Indiana Department of Transportation's Standard Specifications; the Manual on Uniform Traffic Control Devices; INDOT's Design Manual, Road, Bridge and Traffic memoranda, and the city of Noblesville standards, except as modified by supplemental specifications and special provisions.
- e. CONTRACTOR shall complete hydraulic design of the storm sewer system and side ditches. Hydraulic calculations shall be prepared and saved in the project file.
- f. CONTRACTOR shall prepare and submit Preliminary Plans and Specifications to the CITY for review and approval.
- g. CONTRACTOR shall organize, schedule, and attend a Preliminary Field Check after approval of the Preliminary Plans by the CITY.
- h. CONTRACTOR shall prepare and submit Final Plans and Specifications to the CITY for review and approval.
- i. CONTRACTOR shall complete the final contract plans (Final Tracings), special provisions, final opinions of probable construction costs, and other necessary

Exhibit A1 Page 5 of 9

documents, reports and calculations. The opinion of probable construction cost shall be prepared according to the current practices of INDOT and shall include items of work required for the complete construction of the work. The unit prices to be used shall be in accordance with the methods used by INDOT. The Final Tracings Package shall be submitted to the CITY for review and approval.

j. The responsible registered professional engineer shall affix his/her seal to all plans, specifications, and reports.

7. Lighting Design and Plans

a. CONTRACTOR shall prepare lighting plans, specifications, and estimates of cost, which shall be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans are submitted: American Association of State Highway and Transportation Officials "Roadway Lighting Design Guide" and Illuminating Engineering Society of North America, "Lighting Handbook". The lighting shall extend 250 feet along each approach of the roundabout. This work shall be completed to the point to fulfill the requirements of Preliminary Plans, Final Plans, and Final Tracings.

8. Utility Coordination

a. CONTRACTOR shall coordinate with the estimated seven utility companies with eight utility lines located within or adjacent to the right-of-way in accordance with 105 IAC 13 and the Indiana Design Manual. The utility coordination limits will be determined by the construction limits of the project. Up to six relocations are anticipated, but no reimbursable utilities are anticipated to be impacted by this project.

9. Public Information

a. The CONSULTANT shall lead up to two public information meetings to inform residents about the project. These services include briefing slides, exhibits of the project, providing plan sets for public viewing, and responding to questions.

Exhibit A1 Page 6 of 9

10. Bidding Services

a. The CONSULTANT shall provide bidding services which include assembling the specifications and bid documents into a contract booklet, providing contract documents through an on-line plan room, issuing addenda as required, attending the bid opening, reviewing the bids for completeness, preparation of a certified bid tabulation, and issuing a recommendation based on the lowest responsive and responsible bid.

11. Post-Bid Services

- a. CONTRACTOR shall be responsible for attending and participating in the preconstruction meeting.
- b. CONTRACTOR shall continue coordination with utilities that have not successfully relocated prior to construction.
- c. During construction, CONTRACTOR shall be available at reasonable times during normal working hours to respond to reasonable inquiries concerning the accuracy or intent of CONTRACTOR's plans. All such inquiries shall be made only by persons designated by the CITY to interpret the plans and Contract documents for the benefit of the contractors and subcontractors performing the work. CONTRACTOR shall not be required to respond to inquiries by persons other than the CITY's designated representative and shall not be required to engage in exhaustive or extensive analysis or interpretation of the plans.
 - d. CONTRACTOR shall review shop drawings for the lighting facilities.

12. Title Searches

- a. A parcel shall be defined as all temporary and permanent right-of-way being acquired from a single existing parcel of land. This means a single parcel could have several legal descriptions based on its configuration.
- b. CONTRACTOR shall determine the owners of properties located adjacent to and in the immediate area of the project alignment, along with the legal descriptions of those properties (Preliminary Abstracting). Preliminary abstracting shall include a Title and Encumbrance Report with a 20-year title

Exhibit A1 Page 7 of 9

search, including a search for mortgages, easements, liens, contract sales, judgments, other encumbrances and the current legal owner and shall be performed by an INDOT pre-qualified Abstractor.

13. Right of Way Engineering

- a. CONTRACTOR shall review and interpret the Title and Encumbrance Reports.
- b. CONTRACTOR shall provide determination of the owners and property limits of the areas of acquisition within the project limits.
- c. CONTRACTOR shall provide legal descriptions (certified by a registered land surveyor) of temporary and permanent acquisition parcels.
- d. CONTRACTOR shall provide land plats (certified by a registered land surveyor) for each permanent acquisition parcel showing the owner's property, existing right of way and proposed right of way.
- e. CONTRACTOR shall provide area computations of the owners' title areas, existing rights of way, proposed rights of way and residues of the owners' properties.
- f. CONTRACTOR shall provide documentation and proof and any existing rights of way.
- g. CONTRACTOR shall be available for assistance in interpreting any right of way documents with the CITY or acquisition team.

14. Right of Way Staking

a. CONTRACTOR shall provide in the field, stake-out locating the proposed right of way line at property line intersections, deflection points and at fifty-foot intervals. The stake-out shall be made with wood hubs and lathes.

15. Appraisals

- a. CONTRACTOR shall provide Indiana Department of Transportation (INDOT) approved appraisers to complete the appraisal work.
- b. Each Appraiser shall be familiar with the plans for this project and the parcels herein designated.
- c. The Appraiser shall give the owner of each parcel to be appraised the opportunity to accompany the Appraiser during the inspection of the parcel.

Exhibit A1 Page 8 of 9

- d. The appraisals shall be completed in a manner consistent with INDOT's Real Estate Division Manual.
- e. CONTRACTOR shall submit the appraisals to the CITY for review and approval.

16. Buying

- a. CONTRACTOR shall provide a Right-of-Way Buyer to present the CITY'S offer for the required land to each property owner. The Buyer shall be a licensed real estate broker in the state of Indiana and on INDOT's approved list of buyers.
- b. This work shall not be sublet, assigned or otherwise performed by anyone other than the Buyer.
- c. The Buyer shall perform the services under this Agreement in compliance with INDOT's Real Estate Division Manual.

17. Right of Way Management

- a. CONTRACTOR shall be responsible for administering, scheduling, and coordinating the activities necessary to certify that the right of way has been acquired, and the project is clear for construction. This responsibility shall include meetings, conferences, and coordination with property owners, relocatees, attorneys, engineers, appraisers, buyers, and the CITY.
- b. The CONTRACTOR shall coordinate the delivery of payment to each property owner and relocatee.

18. Special Investigation Services

a. CONTRACTOR shall provide additional engineering services relating to this project as directed by the CITY.

Exhibit A1 Page 9 of 9

EXHIBIT A2

Services by CITY

The CITY shall furnish CONTRACTOR with the following:

- 1. Assist the CONTRACTOR in obtaining property owner information, deeds, and plans of adjacent developments, section corner information, and any other pertinent information necessary to perform work under this Agreement.
- 2. Assist the CONTRACTOR in scheduling Public Information Meetings.
- 3. Criteria for design and details for signs, signals, highways, pavement, and structures such as grades, curves, sight distances, clearances, design loadings, etc.
- 4. Specifications, standards, and standard drawings applicable to the project.
- 5. Plans of any existing structures within the project limits, if available.
- 6. All concerns related to the project received by the CITY from the public.
- 7. Guarantee access to enter upon public and private lands as required for the CONTRACTOR to perform work under this Agreement.
- 8. Existing Studies or Project Plans within the project Area of Influence.
- 9. Utility plans available to the CITY covering the location of signals and underground conduits throughout the affected areas.

Exhibit A2 Page 1 of 1

EXHIBIT A3

Schedule

All work by CONTRACTOR under this Agreement shall be completed and delivered to the CITY for review and approval within the following time periods. Variations from this schedule may be agreed upon by CONTRACTOR and the CITY.

- 1. Final Design and Plans shall be completed within 546 calendar days after agreement commencement date.
- 2. Final Tracings shall be completed within 91 calendar days after CITY approval of Final Design and Plans.

Exhibit A3 Page 1 of 1

Compensation

- 1. Amount of Payment
 - a. CONTRACTOR shall receive as payment for the work performed under this Agreement the total fee not to exceed \$402,400.00 unless a modification of the Agreement is approved in writing by the CITY. Payment to CONTRACTOR for services provided shall be in accordance with the schedules included herein.
 - b. CONTRACTOR shall be paid for the work performed under this Agreement on a lump sum basis in accordance with the following schedule:

i.	Design Survey	\$ 32,400.00
ii.	State Environment Document (SEPA)	\$ 15,000.00
iii.	Waters of the US Report	\$ 9,500.00
iv.	Geotechnical Investigation	\$ 10,000.00
٧.	Construction Stormwater General Permit (CSGP)	\$ 8,800.00
vi.	Road Design and Plans	\$ 198,500.00
vii.	Lighting Design and Plans	\$ 13,800.00
viii.	Bidding Services	\$ 10,100.00

c. CONTRACTOR shall receive as payment for the work performed under this Agreement the specific cost per unit multiplied by the actual units of work performed in accordance with the units defined below, subject to the limits of the not to exceed fee defined herein.

i.	Title Searches (2 @ \$700ea)	\$ 1,400.00
ii.	Right of Way Engineering (2 @ \$2,800ea)	\$ 5,600.00
iii.	Right of Way Staking (2 @ \$800ea)	\$ 1,600.00
iv.	Appraisals (2 @ \$780ea)	\$ 1,560.00
٧.	Right-of-Way Buying (2 @ \$2,320ea)	\$ 4,640.00
vi.	Right-of-Way Management (2 @ \$1,900ea)	\$ 3,800.00

Exhibit A4 Page 1 of 3

d. CONTRACTOR shall be paid based on actual hours of work performed by essential personnel working exclusively on this Agreement at the billing rate as set forth in the "Billing Rates by Classification" table on page 3 of this exhibit.

i.	Utility Coordination	\$ 31,200.00
ii.	Public Information	\$ 19,900.00
iii.	Post Bid Services	\$ 14,600.00
iv.	Special Investigation Services	\$ 20,000.00

2. Method of Payment

- a. CONTRACTOR may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the CITY. The invoice voucher shall represent the value, to the CITY, of the partially completed work as of the date of the invoice voucher. CONTRACTOR shall attach thereto a summary of each pay item of this Appendix, percentage completed and prior payments.
- b. The CITY, for and in consideration of the rendering of the professional services provided for in Exhibit A1, agrees to pay CONTRACTOR for rendering such services the fee established above upon completion of the work thereunder and acceptance thereof by the CITY.

Exhibit A4 Page 2 of 3

	United Cor Hourly Billing Rates			n			
	Hourry Billing Rates	by С	assilicatio				
Classi	fication		2025		2026	2027	2028
1	Department Manager	\$	278.26	\$	289.11	\$ 300.38	\$ 312.10
2	Project/Field Operations Team Leader	\$	221.43	\$	230.03	\$ 239.04	\$ 248.36
3	Senior Project Manager	\$	217.78	\$	226.27	\$ 235.10	\$ 244.27
4	Project/Field Operations Manager	\$	178.94	\$	185.92	\$ 193.17	\$ 200.70
5	Project Engineer/Surveyor	\$	151.04	\$	156.94	\$ 163.06	\$ 169.42
6	Design Engineer	\$	122.74	\$	127.53	\$ 132.50	\$ 137.67
7	Civil Designer	\$	143.41	\$	149.00	\$ 154.81	\$ 160.85
	Civil Designer - OT	\$	162.67	\$	169.01	\$ 175.60	\$ 182.45
8	CADD/RW Designer	\$	144.27	\$	149.89	\$ 155.74	\$ 161.81
	CADD/RW Designer - OT	\$	163.64	\$	170.02	\$ 176.65	\$ 183.54
9	CADD Technician	\$	89.79	\$	93.29	\$ 96.93	\$ 100.71
	CADD Technician - OT	\$	101.84	\$	105.81	\$ 109.94	\$ 114.23
10	Survey Crew Chief	\$	148.96	\$	154.77	\$ 160.80	\$ 167.08
	Surey Crew Chief - OT	\$	168.96	\$	175.55	\$ 182.40	\$ 189.51
11	Survey/Data Technician	\$	157.67	\$	163.82	\$ 170.21	\$ 176.85
	Survey/Data Technician - OT	\$	178.84	\$	185.82	\$ 193.07	\$ 200.59
12	Environmental Specialist	\$	125.83	\$	130.71	\$ 135.84	\$ 141.14
13	Survey Professional	\$	105.72	\$	109.85	\$ 114.13	\$ 118.58
14	Intern	\$	74.48	\$	77.38	\$ 80.40	\$ 83.54
	Intern - OT	\$	84.48	\$	87.77	\$ 91.20	\$ 94.75

Exhibit A4 Page 3 of 3

Insurance

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ACORD 25 (2016/03)

Exhibit A5

The ACORD name and logo are registered marks of ACORD

Page 1 of 2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/6/2024

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).

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	erlingRisk F. Craeswaya Bark Driva				PHONE (A/C No	o, Ext): 800-76	7-7837		FAX (A/C, No):	516-48	7-0372
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ACORD 25 (2016/03)

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Page 2 of 2 Exhibit A5

INDIANA RETAIL TAX EXEMPT

CITY OF NOBLESVILLE
16 SOUTH 10TH STREET STE 270

PURCHASE ORDER

Form 98 (Rev. 1998)

PAGE: 1

CERTIFICATE NO. 0031216070010

FEDERAL EXCISE TAX EXEMPT
356001141

NOBLESVILLE IN 46060 PHONE: 317-776-6328 FAX: 317-776-6369

PURCHASE ORDER NO. 250197

THIS NUMBER MUST APPEAR ON INVOICES, A/P VOUCHER, DELIVERY MEMO, PACKING SLIPS, SHIPPING LABELS AND ANY CORRESPONDENCE.

SHIP TO:

VENDOR # 6737

UNITED CONSULTING ENGINEERS INC 8440 ALLISON POINT BLVD SHITE 200

SUITE 200

TO

INDIANAPOLIS IN 46250

ATTN:

DATE 05/15/2025			ARTMENT	&REHAB 026	SHIP TO ARRIVE BY	,		
APPROPRIATION NUMBER	QU	ANTITY	UNIT	DESCRIPT	ION	PROJECT#	UNIT PRICE	AMOUNT
251026313.100		1.0		LITTLE CHICAGO ROAD & C	CARRIGAN ROAD RAB	026.2503	200000.00	200000.00

SHIP VIA TOTAL

SHIPPING INSTRUCTIONS

- * SHIP PREPAID
- * C.O.D. SHIPMENTS CANNOT BE ACCEPTED
- * PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS.
- * THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENTAL THERETO.

PAYMENT

* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED.

200000.00

* I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY_

TITLE

Hot. Galley

CONTROLLER



FINANCE & ACCOUNTING

Funding Verification/Encumbrance Request Form

Date to be submitted to BoW/Park Board: 5/2//202	5	(put N/A if not subn	nitting to BoW/Park Board)
Vendor name: United Consulting			many as a serift with a warray
Terrandi righter	0	!!- 000 !!	- P 151 - 400 mg
Vendor Address: 8440 Allison Pointe Blvd.		<u> </u>	
Brief description of purchase: Little Chicago Ro	oad	& Carrigan Road	I RAB PE
Source of Funding:	Fund		251
Current Year Operational Budget		artment #	026
Subsequent Year Operational Budget ¹	Proje	ect # (NA if no project #)	026.2503
Funding not yet finalized (attach explanation) ²		Expense Object #	Amount
Loan or debt proceeds	#1	313.100	\$ 200,000.00
Non-Appropriated Fund ³	#2		
This option may only be selected AFTER the adoption of the subset			
Yes Select for all purchases/contracts that will no No Select ONLY if department plans to initiate pa	ymen	aid immediately t immediately	
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