



Board of Public Works and Safety

Agenda Item

Cover Sheet

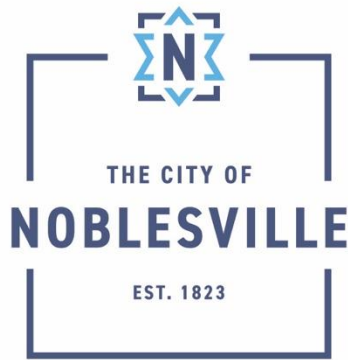
MEETING DATE: May 27, 2025

- ☐ Consent Agenda Item
- ☒ New Item for Discussion
- ☐ Previously Discussed Item
- ☐ Miscellaneous

ITEM #: 13

INITIATED BY: Andrew Rodewald

- ☒ Information Attached
- ☐ Verbal
- ☐ No Paperwork at Time of Packets



TO: NOBLESVILLE BOARD OF PUBLIC WORKS AND SAFETY
FROM: ANDREW RODEWALD, PROJECT MANAGER, ENGINEERING
SUBJECT: AGREEMENT WITH CROSSROAD ENGINEERS FOR EMBRACE DOWNTOWN
PHASE 1 FINAL DESIGN
DATE: MAY 27, 2025

In December 2024, a preliminary design agreement was initiated with Crossroad Engineers for what is now known as “Embrace Downtown”. This project is the beginning of a new phase of a long-discussed streetscape and infrastructure improvement project to address critical aging infrastructure, pedestrian accessibility and mobility, and aesthetic upgrades in the downtown area.

Preliminary design concepts were presented to the public in March, and significant additional feedback has been received since that time. While the initial overall study area is approximately two blocks in each direction of the courthouse, a Phase 1 study area focused on Logan Street from White River to 10th Street, 8th Street from Conner to Clinton and 9th Street from Conner to Clinton. A Phase 1A construction project is still being finalized for final design, but will include Logan Street from 8th to 9th Street. Project termini in each direction is being evaluated based on a number of phasing considerations.

Additionally, significant environmental and underground study through the Phase 1 area is being included to better educate design and potential construction pitfalls. The sanitary and storm sewer separation will continue to have alternatives evaluated for future phases as well.

This portion of the project will have final design complete by year end, with construction anticipated for 2026.

I recommend the Board of Public Works approve the agreement with Crossroad Engineers for Embrace Downtown Phase 1 final design.

In advance, I greatly appreciate your consideration of this request.



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 Nine Hundred Thousand and Eight Hundred and Thirty Dollars (\$900,830) .

- 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: 5/13/2024

Printed: Trent E. Newport

Title: President

Approved by the Board of Public Works and Safety of the City of Noblesville this _____ day of _____ 202_.

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): CrossRoad 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
COUNTY OF Marion

SS:

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



EXHIBIT 'A'

April 30, 2025

[REVISED May 13, 2025]



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
Embrace Downtown – Phase 1 | Final 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 final design development and construction inspection of the Embrace Downtown – Phase 1 Project. This project will be based on information determined during our preliminary / conceptual design phase and development of 30% plans. Based on our preliminary design, it is understood that Phase 1 of the overall Embrace Downtown Project will include the 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 assumed that CRE and our partner(s) will provide necessary information, including color exhibits, and participate in one (1) public outreach meeting in Summer/Fall of 2025. Based on current understanding, it is assumed that no Right-of-Way or easements will be obtained as part of this project; therefore, no Right-of-Way Engineering, title work, or acquisition/management services are included within the scope of this project. If any Right-of-Way and/or easements are required to be obtained for this project, these services will be provided as an additional service at a mutually agreed upon rate. 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. FINAL ROAD DESIGN

Final road design and construction plans for the project will be prepared in accordance with the City of Noblesville's standards, guidelines and directions, and using INDOT standards where applicable. CrossRoad Engineers will submit plans to the City Engineer for review at the following milestone:

- STG 2 / Field Check Plans (Approximately 60% complete)
- STG 3 / Final Check Plans (Approximately 90% complete)

Based on the submitted Stage 1 plans and previous design decisions, it is anticipated that the final road design will include full reconstruction of Logan Street from the east side of 8th Street to the east side of 9th Street, including the intersection of 9th Street and Logan Street, and potentially on 9th Street from Logan Street to the alley north of Logan Street.

It is also anticipated that the design will include utility work and pavement patching to separate the existing combined sewer and relocate the existing water main along Logan Street from the bridge to 8th Street, and on 8th Street from Logan Street to Clinton Street.

Based on Stage 1 plans and preliminary design decisions, it is anticipated that the final plans will include the following civil plans sheets:

- Title Sheet
- Index Sheet
- Typical Sections Sheet
- Roadway Construction Details Sheets
- Road Plan & Profiles
- Detailed Spot Grading Information
- Cross Sections
- Maintenance of Traffic Plan
 - INDOT/MUTCD/City of Noblesville standards
- Construction Phasing Plan
- Stormwater Drainage Design
 - Plan and profiles, as necessary
- Sanitary Sewer Design
 - Plan and profiles, as necessary
- Utility Plan Sheets
- Water Main Relocation Plans (being designed in separate contract with Indiana American Water)
- Retaining Wall / Foundation Modification Plan Sheets, *as necessary if new outfall structure is permitted in this phase of the project.*
- Miscellaneous Details
- Structure Data Table and Miscellaneous Tables

It is assumed that there will be one (1) public information meeting that we will attend when the design is at Stage 3 / 90% complete.

In accordance with current discussions with the City of Noblesville Utilities, it is assumed that in addition to separating the existing combined sewer within the limits of the Phase 1 project area, CRE will continue to evaluate options for combined sewer separation within the overall study limits north of Conner Street, and to investigate the feasibility of installing a new or upsized outfall to the White River within the scope of this proposal. It is assumed that the new outfall structure will not be designed in this phase, as there will still be portions of sanitary sewer that is still connected to the current combined sewer until future phases when the separation is completed. Any updates to the City's CSO network modeling and long-term control plan are not included in the scope of this project.

As discussed with City of Noblesville Engineering Dept. and Street Dept., it is assumed that we will be creating an Operations and Maintenance Manual (O&M Manual) for items such as: paver maintenance and replacement, site furnishings maintenance and

replacement, trench drain and other storm sewer maintenance and replacement, landscaping maintenance and replacement, snow clearing, and others.

2a. LANDSCAPE ARCHITECTURAL - DESIGN AND BIDDING SERVICES

We will utilize a subconsultant, RATIO, for landscape architectural design services for this project. See RATIO's attached proposal dated May 14, 2025, for details of this function.

2b. LANDSCAPE ARCHITECTURAL – WAYFINDING SYSTEM DESIGN

We will utilize a subconsultant, RATIO, for landscape architectural design services for this project. See RATIO's attached proposal dated May 14, 2025, for details of this function.

3. UTILITY COORDINATION

Coordination with representatives from each of the utility companies having facilities within the project areas will be included in this task. CrossRoad Engineers will communicate any relocation of facilities that may be needed and then review the relocation plans that the utility companies prepare. We will review any reimbursable claims by the utility companies and coordinate as necessary. This task does not include work associated with field locating the vertical depth of any utilities ("potholing"). This work will be in general accordance with INDOT policy and procedures currently in effect. This scope also includes ongoing utility coordination services during the construction phase of the project.

4. PERMIT APPLICATIONS

The project limits may require the disturbance of more than one acre of land. Therefore, an IDEM CSGP permit is anticipated. SWPPP Plans will be prepared for the project as well, and review through the Hamilton County Soils and Water Conservation District will be coordinated. Coordination with Hamilton County Surveyor's Office and permitting through the Hamilton County Drainage Board may also be necessary for the project, as it is anticipated that modification of the existing Hamilton County storm sewer around the Judicial Center will be necessary. It is assumed that for any outlet permits that may be required for this project, all necessary applications and exhibits will be prepared in this phase of the project. Based on ongoing discussions with the City of Noblesville Utilities, it is anticipated that a new storm outfall to the White River will continue to be evaluated within this phase of the project. Therefore, it is anticipated that coordination with DNR for Construction in a Floodway (CIF) permitting and IDEM / USACE for RGP or 401 and 404 water quality permitting may be necessary. Based on the anticipated details of the outfall work at this time, it is assumed that no CIF permitting will be necessary, as the diameter of the outfall pipe is projected be 42", or less, which does not require a CIF permit. Further, it is assumed that a new outfall would result in fill placement under the ordinary high-water mark of the White River that will be less than the threshold of long-form 401/404 permitting; therefore, it is anticipated that we will complete coordination to determine if an RGP notification to IDEM and USACE will be necessary. It is assumed that any additional permitting that may be necessary for the combined sewer separation portion of the project will be provided by others and is not included within this scope of this proposal.

5. BID DOCUMENTS AND BIDDING PHASE

Following the City Engineer's approval of Final Check Plans, final bid documents will be prepared, including construction plans, project specifications and final engineer's estimate.

Bidding documents will be prepared using "front end" information and documents provided by the City. A CrossRoad Engineers representative will also attend and prepare agendas and minutes for the pre-bid, bid opening and the pre-construction meetings.

6. PHASE II LIMITED ENVIRONMENTAL SITE INVESTIGATION

We will utilize a subconsultant, Patriot Engineering and Environmental, Inc. (Patriot), for a Phase II limited site investigation of the anticipated Phase 1 project limits. See Patriot's attached proposal dated April 14, 2025, for details of this function.

7. GEOPHYSICAL UST SURVEY

We will utilize a subconsultant, Patriot Engineering and Environmental, Inc. (Patriot), for a geophysical survey of the overall study area to further investigate potential underground storage tank (UST) locations that were indicated on the previous Preliminary Environmental Evaluation that was performed by Patriot. See Patriot's attached proposal dated April 4, 2025, for details of this function.

8. IRRIGATION DESIGN AND SOIL DEVELOPMENT

We will utilize a subconsultant, Certified Consultants, for irrigation design and soil development planning for this project, and for construction phase services. See Certified Consultants' attached proposal dated April 16, 2025, for details of these functions.

9. ELECTRICAL ENGINEERING

We will utilize a subconsultant, The Engineering Collaborative (TEC), for electrical engineering design and construction phase services for this project. See TEC's attached proposal dated April 21, 2025, for details of these functions.

10. AUDIO/VISUAL/TECH DESIGN (ALLOWANCE)

Based on discussion with City of Noblesville, it is anticipated that the design of the Embrace Downtown project may include some level of audio and/or visual, and technology design. Discussions on level of design and features are currently ongoing. We will utilize a subconsultant for this portion of the work; however, since the exact scope is unknown, a fee allowance is being included in this scope and fee proposal to be able to add a project partner to the team. A scope and fee proposal will be provided when it is determined who we will be using.

11. 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-1' or will be based on a mutually agreed upon fee.

12. 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.

15. 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, meeting mileage, 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

A handwritten signature in dark ink, reading "William Hall II". The signature is written in a cursive, flowing style.

William Hall, PE
Vice-President

ATTACHMENT “A”

FEE SCHEDULE – HOURLY NOT TO EXCEED*

1.	FINAL ROAD DESIGN	\$	298,200
2a.	LANDSCAPE ARCHITECTURAL - DESIGN AND BIDDING SERVICES ⁽¹⁾	\$	270,000
2b.	LANDSCAPE ARCHITECTURAL – WAYFINDING SYSTEM DESIGN ⁽¹⁾	\$	45,000
3.	UTILITY COORDINATION	\$	60,300
4.	PERMIT APPLICATIONS	\$	14,500
5.	BID DOCUMENTS AND BIDDING PHASE	\$	17,600
6.	PHASE II LIMITED ENVIRONMENTAL SITE INVESTIGATION ⁽²⁾ (LUMP SUM)	\$	62,000
7.	GEOPHYSICAL UST SURVEY (LUMP SUM) ⁽²⁾	\$	14,450
8.	IRRIGATION DESIGN AND SOIL DEVELOPMENT (LUMP SUM) ⁽³⁾	\$	19,150
9.	ELECTRICAL ENGINEERING (LUMP SUM) ⁽⁴⁾	\$	8,000
10.	AUDIO / VISUAL / TECH DESIGN (ALLOWANCE) ⁽⁵⁾	\$	30,000
11.	SPECIAL INVESTIGATIONS (ALLOWANCE)	\$	50,000
12.	ARCHITECTURAL RENDERINGS AND REIMBURSABLES (BUDGET ESTIMATE – See Ratio Proposal) ⁽¹⁾	\$	8,000
	Eye Level Views: \$660 / EACH		
	Semi-Aerial Views: \$900 / EACH		
13.	MISCELLANEOUS REIMBURSABLES (BUDGET ESTIMATE – See 15. Understandings)	\$	3,630

TOTAL ESTIMATED PROJECT FEE **\$ 900,830**

Our Total Estimated Project Fee is divided into the above work components for billing purposes.

* Fees will be billed on an hourly basis, 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.

⁽³⁾ We will utilize a subconsultant (Certified Consultants) for a portion of this task.

⁽⁴⁾ We will utilize a subconsultant (TEC) for a portion of this task.

⁽⁵⁾ We will utilize a subconsultant for a portion of this task. Subconsultant is unknown at this time.