

Board of Public Works and Safety

Agenda Item

Cover Sheet

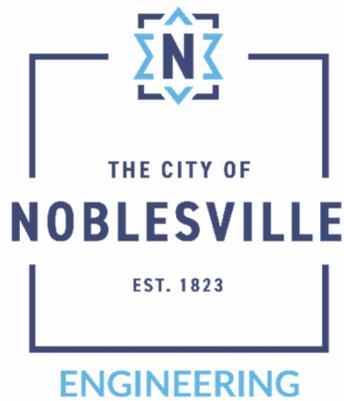
MEETING DATE: April 29, 2025

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

ITEM #: 4

INITIATED BY: Alison Krupski

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



TO: NOBLESVILLE BOARD OF PUBLIC WORKS AND SAFETY
FROM: ALISON KRUPSKI, CITY ENGINEER
SUBJECT: DESIGN CONTRACT WITH UNITED CONSULTING
LITTLE CHICAGO ROAD CORRIDOR ASSESSMENT
DATE: APRIL 29, 2025

Little Chicago Road is the only north/south primary arterial on the west side of Noblesville. It is also the only north/south roadway that provides a bridge over Morse Reservoir. For this reason, coupled with the growth seen on the west side, the city would like to contract with United Consulting to study the corridor from SR38 to Carrigan Road. This study would take a high-level look at preliminary traffic modeling, drainage, safety, and intersection improvements at residential neighborhood. The study will recommend improvements along with associated cost estimates to help with planning and funding future capital projects along the corridor. No final engineering design and no planned construction are associated with this contract at this time.

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, 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 A4**.

Compensation shall not exceed One-Hundred-Thirty-Four Thousand Seven Hundred Dollars (\$134,700).

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

SECTION V. GENERAL PROVISIONS

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

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

5.6 Insurance.

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

A. Commercial General Liability

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

B. Auto Liability

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

C. Workers Compensation and Employer's Liability

As required by Indiana law.

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, 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 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:
United Consulting
Attn: Michael A. Rowe, PE
8440 Allison Pointe Boulevard, Suite 200
Indianapolis, IN 46250

To City:
City of Noblesville
Attn: Ali Krupski
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 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 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.

United Consulting (“Contractor”)

By: Chris R. Pope

Printed: Chris R. Pope, PE

Title: Senior Vice President

Date: April 9, 2025

Jeromy A. Richardson

Jeromy A. Richardson, PE

Vice President

Approved by the Board of Public Works and Safety of the City of Noblesville this _____ day of _____ 2025.

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): Chris R. Pope

(Printed Name): Chris Pope, PE

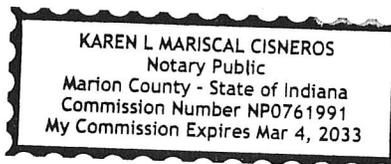
(Title): Senior Vice President

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana

COUNTY OF Marion

SS:



Subscribed and sworn to before me this 9th day of April,
2025.

My commission expires: March 4, 2033 (Signed) Karen L. Mariscal Cisneros

a. Residing in Marion County, State of Indiana

Services by CONTRACTOR***Description of Project***

The city of Noblesville (CITY) desires to study the Little Chicago Road corridor from SR 38 to Carrigan Road (PROJECT) for a total project length of 1.6 miles. An Engineering Assessment will be completed for the corridor to document existing conditions, perform traffic analysis, complete preliminary hydraulic analysis, and to serve as a guide for subsequent project development activities. The engineering assessment will be locally funded by the CITY. A full description of the provided services can be found below.

A. ENGINEERING ASSESSMENT

1. THE CONTRACTOR shall conduct one site visit to document existing conditions along the Little Chicago Road corridor and conduct up to four coordination meetings with the CITY.
2. The CONTRACTOR shall prepare a preliminary Red Flag Investigation, summarizing the potential impacts to environmental resources. A written summary of the investigation shall be included in the Engineering Assessment.
3. The CONTRACTOR shall review existing GIS data to determine the approximate existing right-of-way. A written summary of existing right-of-way and potential impacts shall be included in the Engineering Assessment.
4. THE CONTRACTOR shall submit a Utility Design Ticket to identify existing utilities along the Little Chicago Road corridor. Potential impacts to utilities shall be identified and summarized in the Engineering Assessment.
5. THE CONTRACTOR shall provide traffic analysis services for the Engineering Assessment. The analysis shall include the following items:

- a. The CONTRACTOR shall review existing turning movement traffic data provided by the CITY and shall coordinate a growth rate to be applied to the conducted analysis. The growth rate shall be applied to existing traffic data to develop background growth volumes.
 - b. The CONTRACTOR shall calculate Annual Average Daily Traffic (AADT) volumes for the Little Chicago Road corridor between SR 38 and Carrigan Road. INDOT traffic volume adjustment factors shall be utilized in the calculation.
 - c. The CONTRACTOR shall provide trip generation in accordance with the ITE Trip Generation Manual for up to 5 developments along the corridor to provide the number of vehicles entering and exiting the developments in the AM and PM Peak Hours.
 - d. The trips shall be distributed to the development access points based on existing traffic patterns for both the AM and PM Peak hours. The site traffic shall be combined with background growth develop the following scenarios:
 - i. 2045 Build Traffic Volumes – AM Peak Hour
 - ii. 2045 Build Traffic Volumes – PM Peak Hour
 - e. The CONTRACTOR shall perform an intersection capacity analysis using SIDRA v9.1 at the following intersection locations using the 2045 Build Traffic Volumes for the AM and PM Peak Hours:
 - i. Little Chicago Road and Elderberry Road
 - ii. Little Chicago Road and Buttonwood Drive
 - iii. Little Chicago Road and Timbers Parkway
 - f. The CONTRACTOR shall perform a roadway segment capacity analysis using Highway Capacity Software (HCS) v2025. The analysis shall determine the lane configuration required to provide a level of service (LOS) D or better along the corridor in the future design year.
6. The CONTRACTOR shall provide a preliminary drainage investigation for the corridor. The following items shall be included.

- a. The CONTRACTOR shall provide culvert hydrology calculations for up to two culverts located along the Little Chicago Road corridor. The calculations shall be prepared in accordance with Chapter 200 of the Hamilton County Stormwater Manual.
 - b. The CONTRACTOR shall provided culvert hydraulics for up to two culverts located along the Little Chicago Road corridor and provide direction for developing conceptual profiles. The calculations shall be completed using HY-8 v7.2 and in accordance with Chapter 300 of the Hamilton County Stormwater Manual.
 - c. THE CONTRACTOR shall prepare a preliminary drainage analysis for the project to identify detention requirements and potential sites for detention.
7. The CONTRACTOR shall develop a preliminary alignment and profile for the Little Chicago Road corridor. The preliminary alignment shall be utilized to develop a conceptual layout of the corridor, including proposed lane configurations for the corridor and lane configurations at the Elderberry, Buttonwood, and Timbers intersections. The profile shall be developed to accommodate proposed drainage improvements along the corridor. Exhibits shall be prepared showing proposed typical sections, a conceptual layout with profile, and anticipated right-of-way along the corridor.
8. The CONTRACTOR shall provide a written summary for the Engineer's Assessment. The summary shall include the following information:
 - a. A description of the existing facility.
 - b. A summary of the completed traffic analysis.
 - c. Recommendations for proposed roadway improvements, including lane configurations for the Little Chicago Road corridor and intersection improvements at the Elderberry, Buttonwood, and Timbers intersections.
 - d. A summary of recommended drainage improvements, including structure size and type for culverts and anticipated detention needs.

- e. Identify and research parcels that would be affected by the proposed project. The CONTRACTOR shall prepare a Right of Way Impact Analysis Report summarizing the R/W Impacts for the proposed project. The report will also establish a budget for anticipated Right of Way Costs for the project.
- f. A summary of anticipated environmental impacts.
- g. A detailed construction cost for recommended improvements. The cost estimate shall be broken down by segment and by intersection. Up to four segments and up to three intersections are included.
- h. A project development summary of anticipated preliminary engineering fees, right-of-way costs, reimbursable utility costs, and construction costs.

Services by CITY

The CITY shall furnish the 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. Criteria for design and details for signs, signals, highways and structures such as grades, curves, sight distances, clearances, design loadings, etc.
3. Specifications and standard drawings applicable to the project.
4. Plans of any existing structures within the project limits, if available.
5. All concerns related to the project received by the CITY from the public.
6. Guarantee access to enter upon public and private lands as required for the CONTRACTOR to perform work under this Agreement.
7. Existing Studies, Traffic Count Data, or Project Plans within the project Area of Influence.
8. Land use and Comprehensive Plans within the Area of Influence.

Schedule

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

1. Completed Engineering Assessment within 182 calendar days after Agreement Commencement Date.

Exhibit A4

Compensation

A. Amount of Payment

1. The CONTRACTOR shall receive as payment for the work performed under this Agreement the total fee not to exceed \$ 134,700 unless a modification of the Agreement is approved in writing by the CITY. Payment to CONTRACTOR for service provided shall be in accordance with the schedule included herein.
2. The CONTRACTOR shall be paid based on actual hours of work performed by essential personnel working exclusively on this project at the billing rates as set forth in the Billing Rates by Classification table on page 2, of this Appendix, subject to the limits of the not to exceed fee defined herein.
 - a. Engineering Assessment \$ 134,700

B. Method of Payment

1. The 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. The CONTRACTOR shall attach thereto a summary of each pay item in Section A.2. of this Appendix, percentage completed and prior payments.
2. The City for and in consideration of the rendering of the professional services provided for in Appendix "A1", agrees to pay the CONTRACTOR for rendering such services the fee established above upon completion of the work thereunder and acceptance thereof by the CITY.

United Consulting
2025 Billing Rates by Classification

Classification	Hourly Billing Rates
1 Department Manager	\$ 278.26
2 Project/Field Operations Team Leader	\$ 221.43
3 Senior Project Manager	\$ 217.78
4 Project/Field Operations Manager	\$ 178.94
5 Project Engineer/Surveyor	\$ 151.04
6 Design Engineer	\$ 122.74
7 Civil Designer	\$ 143.41
Civil Designer - OT	\$ 162.67
8 CADD/RW Designer	\$ 144.27
CADD/RW Designer - OT	\$ 163.64
9 CADD Technician	\$ 89.79
CADD Technician - OT	\$ 101.84
10 Survey Crew Chief	\$ 148.96
Survey Crew Chief - OT	\$ 168.96
11 Survey/Data Technician	\$ 157.67
Survey/Data Technician - OT	\$ 178.84
12 Environmental Specialist	\$ 125.83
13 Survey Professional	\$ 105.72
14 Intern	\$ 74.48
Intern - OT	\$ 84.48

These rates shall be increased by 5% on January 1 of each year subsequent to 2025.

**PURCHASE ORDER
CITY OF NOBLESVILLE
16 SOUTH 10TH STREET STE 270**

**INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 0031216070010**

**FEDERAL EXCISE TAX EXEMPT
356001141**

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

PURCHASE ORDER NO. 250173

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

SHIP TO:

TO
**VENDOR # 6737
 UNITED CONSULTING ENGINEERS INC
 8440 ALLISON POINT BLVD
 SUITE 200
 INDIANAPOLIS IN 46250**

ATTN:

DATE 04/25/2025	DEPARTMENT STR/IMRPOV&REHAB 026	SHIP TO ARRIVE BY
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APPROPRIATION NUMBER	QUANTITY	UNIT	DESCRIPTION	PROJECT #	UNIT PRICE	AMOUNT
251026313.100	1.0		LITTLE CHICAGO ROAD CORRIDOR	026.2504	100000.00	100000.00

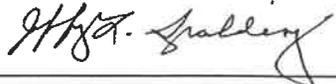
SHIP VIA	TOTAL 100000.00
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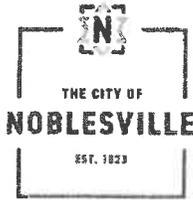
SHIPPING INSTRUCTIONS

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

ORDERED BY 
 TITLE CONTROLLER



FINANCE & ACCOUNTING

Funding Verification/Encumbrance Request Form

Date to be submitted to BoW/Park Board: 4/29/2025 (put N/A if not submitting to BoW/Park Board)

Vendor name: United Consulting 6737

Vendor Address: 8440 Allison Pointe Blvd., Suite 200, Indianapolis, IN 46250

Brief description of purchase: Little Chicago Road Corridor Assessment

Source of Funding:

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

Fund #	251	
Department #	026	
Project # (NA if no project #)	026.2504	
	Expense Object #	Amount
#1	313.100	\$ 100,000.00
#2		
#3		

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

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

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

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

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

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

Department Director

[Signature]
(Signature)

Alison Krupski
(Printed Name)

4/18/25
(Date)

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

FOR OFFICE OF FINANCE AND ACCOUNTING USE ONLY

OFA Action Taken

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

PO # (if applicable): 250173

OFA Signature Caitlin Kesner

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

Comments: _____

Initials: AK

Date: 4/25/25

Exhibit A5

Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/23/2024

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

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

PRODUCER Walker Professional Insurance PO Box 55 Carmel IN 46082		CONTACT NAME: Kristen Walker, CIC PHONE (A/C, No, Ext): (317) 759-9321 FAX (A/C, No): E-MAIL ADDRESS: Certificate@WalkerProfessional.com	
INSURED United Consulting Engineers, Inc. 8440 Allison Pointe Blvd Ste 200 Indianapolis IN 46250		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Co. Ltd 11000 INSURER B: Hartford Accident & Indemnity Co 22357 INSURER C: Multiple Hartford Companies by state 00914 INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL24102344674 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			36SBWUI8421	11/01/2024	11/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			36UEGAE5702	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			36SBWUI8421	11/01/2024	11/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	36WEGCB8685	11/01/2024	11/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Where allowable by law: General Liability, Automobile and Umbrella liability provides for additional insured when agreed by written contract or agreement. General Liability, Automobile and Umbrella liability are provided on a primary, non-contributory basis when agreed by written contract or agreement. General Liability, Automobile and Workers Compensation include blanket waiver of subrogation when agreed by written contract or agreement. Umbrella is follow form per the terms of the policy. 30 days notice of cancellation, except for non-payment, shall be provided to the certificate holder.

CERTIFICATE HOLDER City of Noblesville Engineering Department 16 S 10th St. Noblesville IN 46060	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
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).

PRODUCER SterlingRisk 135 Crossways Park Drive P.O. Box 9017 Woodbury NY 11797	CONTACT NAME: PHONE (A/C, No, Ext): 800-767-7837 FAX (A/C, No): 516-487-0372 E-MAIL ADDRESS: request@sterlingrisk.com	
	INSURER(S) AFFORDING COVERAGE License#: BR-1418528 UNITCON-02 INSURER A : SiriusPoint Specialty Insurance Corporation INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 16820
INSURED United Consulting Engineers, Inc. 8440 Allison Pointe Blvd Suite 200 Indianapolis IN 46250		

COVERAGES **CERTIFICATE NUMBER: 1568000625** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NOT-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PROVAE000015600	10/1/2024	10/1/2025	\$3,000,000 \$5,000,000 Limit each claim Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Waiver of Subrogation applies where required by previously written agreement.

CERTIFICATE HOLDER City of Noblesville Attn: Engineering Department 16 S. 10th Street Noblesville IN 46060	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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