

TO: NOBLESVILLE BOARD OF PUBLIC WORKS AND SAFETY

FROM: ANDREW RODEWALD, PROJECT MANAGER, ENGINEERING

SUBJECT: SUPPLEMENTAL #1 WITH SHREWSBERRY FOR

FEDERAL HILL-FOREST PARK TRAIL PROFESSIONAL SERVICES

DATE: NOVEMBER 14, 2023

As part of long-term trail connectivity measures associated with the Noblesville Alternative Transportation (NAT) Plan, and the continued development of both Federal Hill Commons and Forest Park, a trail connection has become increasingly vital. While not yet officially named, we are preliminarily calling this the Federal Hill – Forest Park Trail.

A preliminary design agreement with Shrewsberry & Associates was entered into on February 14, 2023. This preliminary design completed limited survey and prepared various alternatives to consider. From that, a final route was selected. This route generally follows John Street from Logan north, continuing along the Riverplace Center (Kroger) west property line, then contains a tunnel under the existing railroad tracks. From there it will connect into the Forest Park trail network. This supplemental services agreement with Shrewsberry will take off from the preliminary design point and perform final design of the project.

I recommend the Board of Public Works approve the Supplemental Services Agreement with Shrewsberry & Associates for final design of a Federal Hill-Forest Park Trail.

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



AMENDMENT #1

Professional Services for Federal Hill to Forest Park Trail

This Amendment is to the Agreement made and entered into on February 14, 2023, by and between the **City of Noblesville, Indiana, a municipal corporation** (hereinafter referred to as "City") and **Shrewsberry & Associates, LLC** (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, the City desires the Contractor to continue the project with final design and plan development services; and,

WHEREAS, in order to provide for completion of the services, it is necessary to amend and supplement the contract in the amount of \$223,500.00.

NOW, THEREFORE, for and in consideration of the above representations, the City and Contractor agree that the Agreement is amended as follows:

- 1. Section 2.1 is amended to add services as specified in <u>Attachment A-1</u>, attached hereto and incorporated into this Amendment.
- 2. Section 3.1 is amended to extend the Termination Date until December 31, 2024, unless terminated earlier in accordance with the original Agreement.
- 3. Section 4.1 is amended to increase the Compensation amount as specified in <u>Attachment B-1</u>, attached hereto and incorporated into this Amendment, and as follows:

Original - Unearned Fee + Amend. #1 = Total \$108,700.00 - \$36,835.00 + \$260,335.00 = \$332,200.00

4. All other terms and conditions of the Agreement shall remain in full force and effect.

(Remainder of Page Left Intentionally Blank)

| below. | e executed this Agreement on the dates subscribed |
|--|---|
| Shrewsberry & Associates, LLC ("Contractor | ") |
| By: Chiffy Tane | Date: 10/27/2023 |
| Printed: Anthony Warren | |
| Title: President/CEO | |
| | |
| Approved by the Board of Public Works and day of | |
| | |
| JACK MARTIN, PRESIDENT | |
| | |
| JOHN DITSLEAR, MEMBER | |
| LAURIE DYER, MEMBER | |
| ROBERT J. ELMER, MEMBER | |
| NOBERT OF EDINESS, NAME 223 | |
| RICK L. TAYLOR, MEMBER | |
| | |
| ATTEST: | |
| | |
| EVELYN L. LEES, CLERK | |

CITY OF NOBLESVILLE, INDIANA

ATTACHMENT A-1 SCOPE OF SERVICES

City of Noblesville Federal Hill to Forest Park Trail October 4, 2023

PROJECT DESCRIPTION

The project is intended to provide a new multi-use trail connection between Federal Hill Park and Forest Park in the City of Noblesville (OWNER).

The purpose of this scope of services is to provide additional professional services for design and preparation of construction plans and documents for the multi-use trail route recommended by a feasibility study prepared under the initial Services Agreement dated February 14, 2023 (Agreement). The approved feasibility study dated September 13, 2023, and revised on October 3, 2023, recommends advancing Alternative 1, which runs west from Federal Hill Commons along the south side of Logan Street to Nixon Street, continuing north as sidewalk or trail along either the west side or east side of Nixon Street to Allen Street, continuing north along the east side of Nixon Street and the west edge of the Kroger property utilizing the existing pavement on the western edge of the parking lot, installing a three-sided pre-cast concrete structure as a pedestrian tunnel under the Nickel Plate Rail line, and connecting with the existing White River Greenway near the existing Forest Park Drive crossing.

The work will be submitted electronically in .pdf format via OneDrive and e-mail for OWNER review and construction letting. Letting on November 14, 2023, is anticipated.

Shrewsberry shall provide the following services, as specified in the following tasks:

| TASK | DESCRIPTION |
|-------|--|
| 1. | FEASIBILITY STUDY (completed under initial Agreement) |
| 11. | PRELIMINARY TOPOGRAPHIC SURVEY (completed under initial Agreement) |
| III. | TOPOGRAPHIC SURVEY & LOCATION CONTROL ROUTE SURVEY |
| IV. | TRAIL & PEDESTRIAN STRUCTURE DESIGN |
| V. | UTILITY COORDINATION |
| VI. | RAILROAD COORDINATION |
| VII. | GEOTECHNICAL INVESTIGATION |
| VIII. | RIGHT OF WAY ENGINEERING & ACQUISITION SERVICES |
| IX. | BIDDING & CONSTRUCTION PHASE SERVICES |

GENERAL REQUIREMENTS

1. Prepare stamped and sealed contract bid plans, special provisions for the specifications, contract document book, and final construction cost estimates by quantity and unit price. All work shall be in general accordance with current editions of:

City of Noblesville:

Noblesville Construction Standards

American Association of State Highway and Transportation Officials (AASHTO):

AASHTO A Policy on Geometric Design of Highways and Streets

AASHTO Guide for the Development of Bicycle Facilities

National Association of City Transportation Officials (NACTO): NACTO Urban Bikeway Design Guide

Indiana Department of Transportation (INDOT):
Indiana Design Manual (IDM)
INDOT Standard Specifications
INDOT Standard Drawings

Hoosier Heritage Port Authority (HHPA) specifications, federal standards, American Railway Engineering and Maintenance-of-Way Association (AREMA) standards, and rail industry general practices.

TASK III. TOPOGRAPHIC SURVEY & LOCATION CONTROL ROUTE SURVEY

To expedite project design development, the initial Agreement included preliminary topographic and Location Control Route Survey so that this task could proceed immediately after OWNER approval of the recommended trail alignment alternative. The preliminary survey area was assumed to be Alternative 2, the shortest and smallest project area option considered. Alternative 1 requires an expanded survey area to be added to initial Agreement scope of services.

- 1. Provide full topographic route survey of the expanded project area, described as follows:
 - a. The limits of the area for the topographic route survey start at the intersection of Logan St. with John St. and extend eastward along Logan St. for approximately 725 feet to a point approximately 90 feet east of the intersection of Logan St. with the main Kroger shopping center road, extending outward from the roadway centerline as shown on Attachment "B" (Survey Limits).
 - b. Also, the limits of the area for the topographic route survey extend from the intersection of Logan St. with Nixon St. northward approximately 1,200 feet along the east side of the existing Kroger commercial store continuing over the existing railroad tracks to Forest Park Drive as shown on Attachment "B" (Survey Limits).
 - c. Locate all trees 6" in diameter and up in the triangle area between Nixon St., the west edge of the Kroger parking lot and the southern toe of slope of the railroad as shown in the green shaded area on Attachment "B" (Survey Limits).
 - d. The topographic survey data will be combined into an Autodesk Civil 3D drawing with a contoured surface model with one-foot contours, associated break-lines and topographic features.

TASK IV: TRAIL & PEDESTRIAN STRUCTURE DESIGN

- 1. Mobilize and collect pertinent available project data.
- 2. Provide design team management under the direction of a Project Manager who shall have overall responsibility for coordination, management, and reporting of the design team activities to OWNER.
 - a. Prepare and execute subconsultant agreements.
 - b. Manage design team.
 - c. Manage and oversee all subconsultant activities performed toward development of the project.
 - d. Provide monthly progress reports and schedule updates to OWNER.
 - e. Supervise quality control processes to address technical quality.
- 3. Prepare construction documents and drawings in general accordance with INDOT drafting standards for the following submittals and design tasks.
 - a. Stage 3 Plans, Special Provisions, and Engineers Estimate (approximately 95% complete) submit via OneDrive or e-mail for OWNER review.
 - b. Final Tracings submit via OneDrive for bid letting by OWNER.
 - c. Perform internal Quality Assurance/Quality Control (QA/QC) review of all submittals.
 - d. Respond to review comments for each review submittal and incorporate revisions as mutually agreed upon between Shrewsberry and OWNER.
- 4. Assumptions pertaining to this task include:
 - a. Plans are anticipated to include the following sheets:
 - i. Title
 - ii. Index and General Notes
 - iii. Typical Sections
 - iv. Plat No. 1
 - v. Location Control Route Survey
 - vi. Maintenance of traffic plans for intersecting streets
 - vii. Plan and Profile
 - viii. General Plan
 - ix. Soil Boring Location Plan
 - x. Construction Details
 - xi. Temporary Erosion Control Plan
 - xii. Trail Signage Plans, if needed
 - xiii. Approach & Miscellaneous Tables
 - xiv. Structure Data Table, if needed
 - xv. Cross Sections
 - b. The trail will have paved width of 12 feet typical or 10 feet minimum where width is constrained. OWNER will provide trail pavement section.
 - c. The trail will cross the existing Nickel Plate Rail line through a three-sided, pre-cast concrete pedestrian tunnel structure. The Nickel Plate Rail is an active railroad and will require track reconstruction after structure installation. Coordination with railroad owner for crossing approval will be required and performed under another task of this agreement.
 - d. The adjacent railroad bed is an abandoned trolley line owned by the City and will not require crossing approval. Additionally, excavation for trail installation will not require tunnel or embankment replacement or reconstruction.

- e. The trail segment utilizing the western edge of the existing parking lot behind the Kroger will be striped with new pavement markings to delineate the trail on existing pavement.
- f. Rapid Rectangular Flashing Beacons (RRFB) are anticipated on Logan Street at pedestrian crossing.
- g. Curb ramp replacements on the north side of Logan Street at Nixon Street are anticipated. New curb ramps will also be required at Nixon Street and Allen Street intersection.
- h. Curb ramps and sidewalk along the south side of Logan Street will be constructed by others.
- i. No retaining walls or boardwalk are anticipated.
- j. Disturbed area will not exceed 1 acre, therefore a Construction Stormwater General Permit (CSGP) will not be required. However, a temporary erosion control plan will be provided.
- k. Permanent stormwater quantity and quality measures (detention or BMPs) will not be required.
- I. The project is located within the 100-year flood zone but outside of the regulated floodway of White River. Therefore, a DNR Construction in a Floodway permit is not required.
- m. Submitting a request for approval from Hamilton County or City of Noblesville for work within the floodplain is not anticipated.
- n. Most of the green space behind Kroger is an existing floodplain compensatory mitigation storage area. The proposed trail alignment will be designed to remain outside of the mitigation area.
- o. No airports are within 2 miles of project area, therefore FAA Tall Structure Permit will not be required for construction activities.
- p. The project will not involve regulated wetlands or waterways, therefore will not require any additional permits.
- q. Roadway and trail signage plan and details will be limited to regulatory stop signs, pedestrian crossing warning signs, and RRFB. Other trail signs, such as trail identification, mile markers, intersecting street names, trail sharing prioritization, educational or points-of-interest signs are not anticipated.
- r. Public involvement or public meeting will not be required. Coordination meetings with railroad stakeholders will be performed under another task of this agreement.
- s. OWNER will provide front-end bid documents, advertisement, and bidding services.
- t. Drainage design will be limited to grading swales, relocating existing inlets, or installing 12 inch diameter culvert where trail crosses ditch, if necessary. Hydraulic analysis is not anticipated.

5. Exclusions from this task include:

- a. Environmental investigation, Categorical Exclusion document preparation, or Section 106 coordination.
- b. Formal public involvement or attendance at public meeting.
- c. Permit applications.
- d. Pavement design.
- e. Hydraulic analysis and detention design.
- f. Traffic signal or pedestrian hybrid beacon (HAWK) design.
- g. Trail branding and identification graphic design.

TASK V. UTILITY COORDINATION

- 1. Determine utility conflicts and coordinate utility relocations or adjustments to accommodate the project in accordance with 105 IAC 13.
 - a. Identify utilities in project vicinity and distribute Initial Notice of Proposed Improvement letter.
 - b. Distribute Stage 3 plans with Request Work Plan letter.
 - c. Review utility work plans for reasonableness and for conflicts between utilities.
 - d. Prepare Notice of Approved Work Plan letters and submit with approved utility work plans to City of Noblesville for concurrence.
 - e. Prepare and distribute Notice to Proceed letters with approved utility work plans to utilities which require relocation.
- 2. Assumptions pertaining to this task include:
 - a. Only minor conflicts, such as guy wire relocation or casting adjustments, or No Conflict work plans are anticipated from all utilities.
 - b. Reimbursable utility relocation agreements will not be required.
- 3. Exclusions from this task include:
 - a. Preparation of utility relocation reimbursable agreements.
 - b. Utility relocation observation or inspection services.
 - c. Subsurface Utility Engineering (SUE) services.

TASK VI. RAILROAD COORDINATION

- 1. Perform coordination and attend review meetings with Hoosier Heritage Port Authority (HHPA) or their designated consultant for approval of tunnel structure installation under Nickel Plate Rail line.
 - a. Submit preliminary plans, specifications, and application for review by HHPA consultant.
 - b. Prepare supplemental exhibits and supporting materials in advance of HHPA meetings, as requested or authorized by OWNER.
 - c. Prepare and distribute meeting minutes within one week after meeting.
- 2. Assumptions pertaining to this task include:
 - a. HHPA will request a maximum of 1 in-person or virtual meetings to coordinate proposed project.
- 3. Exclusions from this task include:
 - a. Meetings in addition to those specified above or included in other tasks of this agreement.

VII. GEOTECHNICAL INVESTIGATION

- 1. Perform subsurface investigation to provide geotechnical recommendations for three-sided pedestrian structure and wingwall foundations.
 - a. Make site visit to stake exploratory locations.
 - b. Perform two 50 feet deep borings, one at each end at the proposed three-sided structure.
 - c. Complete a laboratory testing program sufficient to characterize the subsurface conditions.
 - d. Prepare a brief letter providing geotechnical recommendations for the three-sided structure and wingwall foundations.

- 4. Assumptions pertaining to this task include:
 - b. Tree clearing for drilling equipment access will be performed by others.
- 5. Exclusions from this task include:
 - b. Tree clearing.

VIII. RIGHT OF WAY ENGINEERING & ACQUISITION SERVICES

1. Title & Encumbrance Reports

a. Provide a documented 20-year title search (T&E Report) for each parcel involved in Right of Way or perpetual easement acquisition.

2. Right of Way Engineering

- a. Prepare legal descriptions for all parcels from which Right of Way or perpetual easement acquisition is required. The legal descriptions will be prepared and certified by an Indiana licensed Professional Surveyor.
- b. Prepare Right of Way Parcel Plats for each fee simple (permanent) Right of Way or easement acquisition. The Parcel Plats will be prepared and certified by an Indiana licensed Professional Surveyor.

3. Right of Way Staking

a. Stake proposed Right of Way or easement in the field, if requested or authorized by OWNER.

4. Right of Way Acquisition Management

- a. Coordinate and manage subconsultants and land acquisition activities.
- b. Upon acceptance of an offer, provide conveyance documents and accounts payable voucher to OWNER to issue payment to each property owner.
- c. Assemble two copies of each of the items necessary to furnish the land acquisition services for each parcel outlined in this agreement. After the completion of all land acquisition activities, one copy for each parcel shall be provided to the OWNER and the CONSULTANT will retain the remaining copy for each parcel.
- d. In fulfillment of this Agreement, the CONSULTANT shall comply with the appropriate regulations and requirements of the OWNER and other public agencies having a legal jurisdiction over the project.

5. First Appraisal:

- a. Prepare waiver valuation, value finding appraisal report, short form appraisal report, or long form appraisal report for each parcel to determine the value of the real estate to be acquired.
- b. Each appraisal report shall be prepared by an appraiser licensed by the State of Indiana who is on the INDOT list of approved appraisers. Each appraisal report shall be prepared in accordance with the INDOT Real Estate Division Manual, August 2021 version, and in compliance with applicable local, state, and federal regulations.
- a. Prepare 2 copies of appraisal report.
- b. Prepare a statement of the basis for just compensation (SBJC) for each parcel.

6. Second Appraisal:

- a. Prepare a second appraisal for each parcel that requires compensation greater than \$25,000.
- b. Each appraisal report shall be prepared by an appraiser licensed by the State of Indiana who is on the INDOT list of approved appraisers. Each appraisal report shall be prepared in accordance with the INDOT Real Estate Division Manual, August 2021 version, and in compliance with applicable local, state, and federal regulations.

7. Buying:

- a. Upon receipt of Right of Way Engineering documents, negotiate with each property owner to obtain Right of Entry in advance of appraisal completion.
- b. Upon receipt of approved SBJC from Owner, extend an offer and negotiate with each property owner to acquire each parcel.
- c. Each offer shall be extended by a real estate broker licensed in the State of Indiana who is on the INDOT list of approved buyers. Each offer shall be extended in accordance with the INDOT Real Estate Division Manual, August 2021 version, and in compliance with applicable local, state, and federal regulations.
- d. In the event that a parcel cannot be acquired through negotiations by the buyer, a condemnation report shall be prepared for use by the OWNER in securing the parcel through eminent domain proceedings.
- e. Secure a partial release of each mortgage or release of sewage lien for each acquisition encumbered by a mortgage or sewage lien, when directed by the OWNER.
- f. Record Right of Entry instrument obtained in advance of each fee simple or easement acquisition in the office of the Hamilton County Recorder.
- g. Record the conveyance instrument for each fee simple or easement acquisition in the office of the Hamilton County Recorder.
- h. Record each partial mortgage release and release of sewage lien, if required, in the office of the Hamilton County Recorder.

8. Assumptions pertaining to this task include:

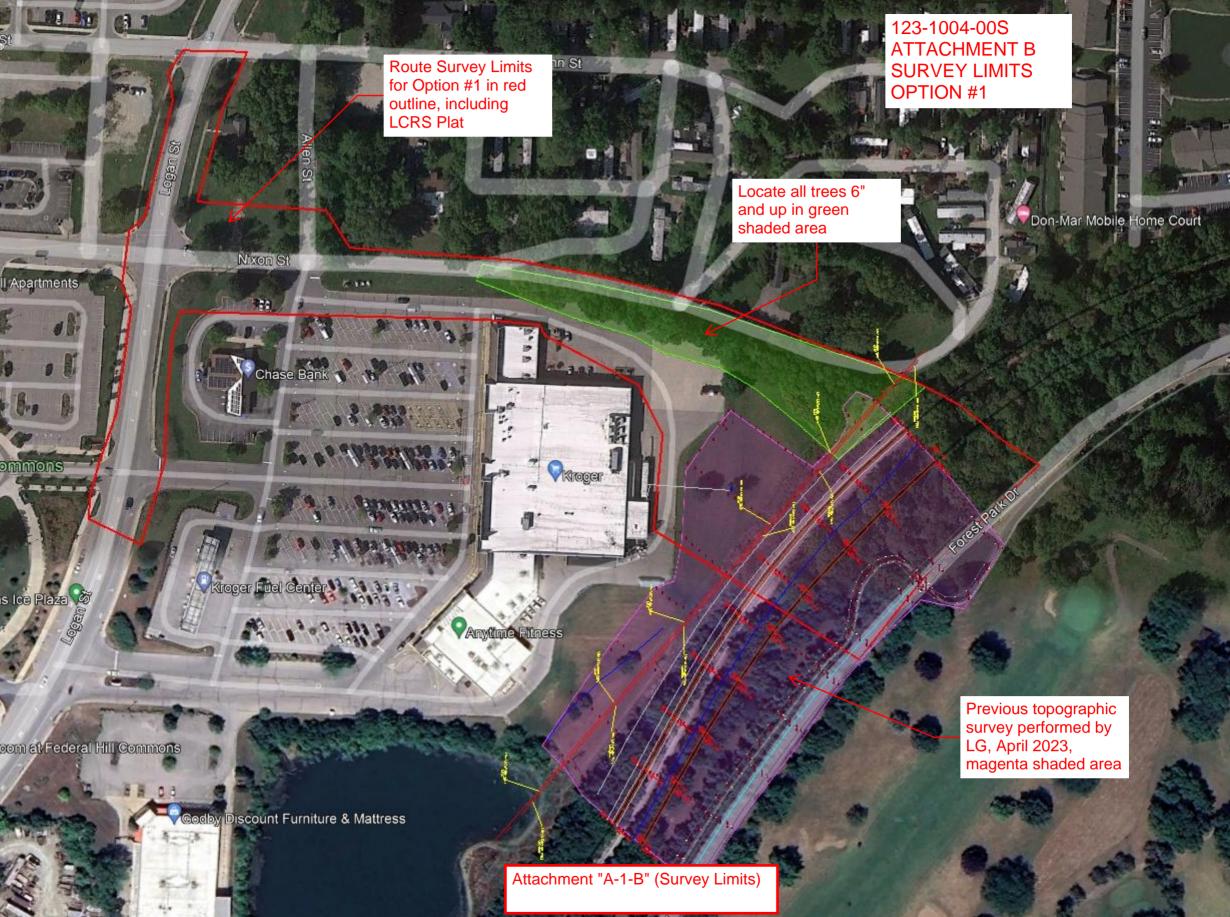
- a. T&E reports for a maximum of 2 tax parcels is anticipated.
- b. Right of Way or perpetual easement acquisition is anticipated to involve a maximum of 2 property owners.
- c. A separate set of Right of Way Plans will not be prepared.
- d. Fees assume Short Form appraisal reports will be required, based on no damages to the residue and compensation to the property owner anticipated to be over \$100,000. If compensation is determined to be less than \$100,000 to the property owner, the appraisal types will be converted to Value Findings. If damages to the residue(s) will occur, Commercial Long Form appraisal reports will be required.

9. Exclusions from this task include:

a. Staking of pedestrian tunnel structure or trail centerline.

IX. BIDDING & CONSTRUCTION PHASE SERVICES

- 1. Facilitate a competitive bid process for the project and clarify design intent during construction.
 - a. Review plans and bid documents as advertised by OWNER and notify OWNER of inconsistencies from submitted documents which require correction.
 - b. Respond to bidder questions.
 - c. Issue addenda to interpret, clarify, or expand the plans and bid documents that are not directly related to an error or omission by Shrewsberry.
 - d. Attend pre-construction meeting.
 - e. Respond to contractor questions during construction to clarify design intent.
 - f. Attend a maximum of 2 construction progress meetings, if requested.
 - g. Review shop drawings.
- 2. Assumptions pertaining to this task include:
 - a. A pre-bid meeting will not be required.
 - b. Utility relocation observation services will not be required or will be performed by others. Verification of utility elevations and horizontal locations are the responsibility of the utility company or others. Preparation of a letter acknowledging completion of utility relocation work, if applicable, will be performed by others.
- 3. Exclusions from this task include:
 - a. Construction inspection services.
 - b. Utility relocation inspection, observation, status reporting, and completion verification and acknowledgement.



Federal Hill to Forest Park Hill

 Des. No.:
 Project Manger:
 Andrew Rodewald

 Project No:
 Const. Est.:
 \$ 947,000

Project Type: Letting: 11/14/2023

Location: City of Noblesville RFP:



| Fee Justification Summary | | | | | |
|---|----|------------------------|--|--|--|
| Description | | Fee | | | |
| TASK III: TOPOGRAPHIC SURVEY & LOCATION CONTROL ROUTE SURVEY (by Lochmueller Group) | \$ | 32,100.00 Hourly, NTE | | | |
| TASK IV: TRAIL & PEDESTRIAN STRUCTURE DESIGN | \$ | 162,000.00 Hourly, NTE | | | |
| TASK V: UTILITY COORDINATION | \$ | 8,000.00 Hourly, NTE | | | |
| TASK VI: RAILROAD COORDINATION | \$ | 8,000.00 Hourly, NTE | | | |
| TASK VII: GEOTECHNICAL INVESTIGATION (by Terracon) | \$ | 13,235.00 Lump Sum | | | |
| TASK VIII: RIGHT OF WAY ENGINEERING & ACQUISITION SERVICES (by Subconsultants) | \$ | 26,000.00 Unit Prices | | | |
| TASK IX: BIDDING & CONSTRUCTION SERVICES | \$ | 11,000.00 Hourly, NTE | | | |
| | | | | | |
| TOTAL | \$ | 260,335.00 | | | |

Federal Hill to Forest Park Hill

 Des. No.:
 Project Manger:
 Andrew Rodewald

 Project No:
 Const. Est.:
 \$ 947,000

Project Type: Letting: 11/14/2023

Location: City of Noblesville RFP:



| | Estimated Hours and Category Rates | | | | | | | | | | | |
|---|------------------------------------|-----------|-----------|-----------|-----------|-----------|----------|----------|----------|---------------|----------|-----------------|
| Task Description | Eng 5 | Eng 4 | Eng 3 | Eng 2 | Eng 1 | Des 3 | Des 2 | Des 1 | Intern | Subconsultant | Expenses | Total |
| | \$ 239.17 | \$ 205.43 | \$ 164.43 | \$ 136.14 | \$ 119.12 | \$ 127.42 | \$ 89.83 | \$ 89.39 | \$ 51.85 | | | |
| TASK VIII: RIGHT OF WAY ENGINEERING & ACQUISITION SERVICES (by | Subconsulta | nts) | | | | | | | | | | |
| T&E Report (by Dodd Title) | | | | | | | | | | | | \$ - |
| 2 Parcels @ \$425/parcel | | | | | | | | | | \$850.00 | | \$ 850.00 |
| Copies: 400 est. @ \$1/copy | | | | | | | | | | \$400.00 | | \$ 400.00 |
| Right of Way Engineering (by Miller) | | | | | | | | | | | | \$ - |
| 2 Parcels @ \$800/parcel | | | | | | | | | | \$1,600.00 | | \$ 1,600.00 |
| Right of Way Staking (by Miller) | | | | | | | | | | | | \$ - |
| 2 Parcels @ \$800/parcel (est.) | | | | | | | | | | \$1,600.00 | | \$ 1,600.00 |
| Right of Way Acquisition Management (by Hazeltine) | | | | | | | | | | | | \$ - |
| 2 Parcels @ \$1,310/parcel | | | | | | | | | | \$2,620.00 | | \$ 2,620.00 |
| First Appraisal (by Hazeltine) - assumes Short Forms (note 1) | | | | | | | | | | | | \$ - |
| 2 Parcels @ \$3,015/parcel (note 1) | | | | | | | | | | \$6,030.00 | | \$ 6,030.00 |
| Second Appraisal (by eValuations) - assumes compensation over \$25k | | | | | | | | | | | | \$ - |
| 2 Parcels @ \$3,015/parcel (note 1, 2) | | | | | | | | | | \$6,030.00 | | \$ 6,030.00 |
| Buying (by Roadway Services) | | | | | | | | | | | | \$ - |
| Buying: 2 Parcels @ \$2,160/parcel | | | | | | | | | | \$4,320.00 | | \$ 4,320.00 |
| Right of Entry: 2 Parcels @ \$250/parcel | | | | | | | | | | \$500.00 | | \$ 500.00 |
| Trip Charge for Recording ROE: 2 Parcels @ \$250/parcel | | | | | | | | | | \$500.00 | | \$ 500.00 |
| Trip Charge for Recording RW or Esmt: 2 Parcels @ \$250/parcel | | | | | | | | | | \$500.00 | | \$ 500.00 |
| Recording Fees @ Actual Cost: \$250 est. | | | | | | | | | | \$250.00 | | \$ 250.00 |
| Contingency | | | | | | | | | | \$800.00 | | \$ 800.00 |
| Subtotal = | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ 26,000.00 | \$ | \$ 26,000.00 |
| Rounded Subtotal = | Rounded Subtotal = \$ 26,000.00 | | | | | | | | | | | |
| Total = | • | | • | | | • | | • | • | | | \$ 26,000.00 |

Notes

^{1.} Appraisal type are estimated based on current information provided. The fees for Short Form Appraisals are based on no damages to the residue and compensation to the property owner over \$100,000. If compensation to property owner is less than \$100,000, the appraisal type will be converted to Value Findings at a fee of \$2,055 per appraisal. If damages will occur to the residue, a Commercial Long Form appraisal at a fee of \$12,050 per appraisal will be required.

^{2.} Second appraisals will only be completed for parcels that have compensation to property owner over \$25,000.



DESIGNED:_

CHECKED:_

ACD

CHECKED:

SURVEY BOOK

CONTRACT

FEDERAL HILL TO FOREST PARK TRAIL

OPTION 1

SHEETS

PROJECT NO.

of

\$DATE\$ | \$TIME\$ | \$

CONCRETE TRAIL

Funding Verification/Encumbrance Request Form

| Date to be submitted to BoW / Park Board: | (put N/A if not submitting | to BoW/Park Board) | | | | |
|---|----------------------------|--------------------------------|-----------------------------|--|--|--|
| Vendor name: | | | | | | |
| Vendor Address: | | | | | | |
| Brief description of purchase: | | | | | | |
| Source of Funding: | Fund | I # | | | | |
| Current Year Operational Budget | Depa | artment # | | | | |
| Subsequent Year Operational Budget ¹ | Proje | ect # (NA if no project #) | | | | |
| Loan or debt proceeds | | | | | | |
| Non-Appropriated Fund | | Expense Object # | Amount | | | |
| Funding not yet finalized (attach explanation) ² : | #1 | | + | | | |
| 1) Note: This option may only be selected AFTER the adoption of the subsequent year budget . OFA will create a PO <u>after the start of the next year</u> . | #2 | | | | | |
| If contract details change in between form submission and the start of the | #3 | | | | | |
| year, contact OFA Staff. 2) This option may only be selected in <u>unusual</u> circumstances. An additional | #4 | | | | | |
| 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. | #5 | | | | | |
| No Select <u>ONLY</u> if department plans to initiate payment. The Department certifies that sufficient appropriation authority expense for future payment. Department Director | | · | ense series to obligate the | | | |
| (Signature) | (Printed | Name) | (Date) | | | |
| Please email completed form to <u>OFAbudget@noblesville.in.us</u> . | | | | | | |
| FOR OFFICE OF FINANCE AND ACCOUNTING USE ONLY | | | | | | |
| OFA Action Taken | | | | | | |
| Purchase Order Created | | PO # (if applical | ble): | | | |
| Reviewed Availability of funds (Contract/Purchase of o | ver \$50ŀ | c or paid with debt proceeds o | only) | | | |
| OFA Signature | | | | | | |
| No Action Taken (Department should still include this form in purchase/contract approval submission) | | | | | | |
| Comments: | | | | | | |
| Initials: Date: | | | | | | |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/22/2023

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 Holmes Murphy & Associates, LLC / CSDZ, LLC | CONTACT NAME: Beau Murray PHONE (A/C, No, Ext): 608-242-2558 (A/C, No): | | | | |
|---|---|-------|--|--|--|
| 2727 Grand Prairie Parkway Waukee IA 50263 | (A/C, No, Ext): 608-242-2558 (A/C, No): E-MAIL ADDRESS: BMurray@holmesmurphy.com | | | | |
| | INSURER(S) AFFORDING COVERAGE | NAIC# | | | |
| | INSURER A: Valley Forge Insurance Company | 20508 | | | |
| INSURED SHRASOPO | INSURER B: The Continental Insurance Company | 35289 | | | |
| Shrewsberry & Associates, LLC 7321 Shadeland Station Suite 160 | INSURER C: Continental Casualty Company | 20443 | | | |
| Indianapolis IN 46256 | INSURER D: Travelers Casualty & Surety of America | 31194 | | | |
| | INSURER E : Federal Insurance Company | 20281 | | | |
| | INSURER F: | | | | |
| | | | | | |

COVERAGES CERTIFICATE NUMBER: 1861491372

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) | LIMIT | s |
|-------------|--|--------------|-------------|---------------------------|----------------------------|----------------------------|--|---------------------------------------|
| E | X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR | Υ | Υ | 7040389747 | 9/25/2023 | 9/25/2024 | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 \$ 1,000,000 |
| | X OH & WA Stop Gap | | | | | | MED EXP (Any one person) | \$ 15,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | \$2,000,000 |
| | POLICY X PRO- JECT X LOC | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | OTHER: | | | | | | Stop Gap Liability | \$1,000,000 |
| В | AUTOMOBILE LIABILITY | Υ | Υ | 7040391773 | 9/25/2023 | 9/25/2024 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | \$ |
| | OWNED SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | \$ |
| | X HIRED X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| В | X UMBRELLA LIAB OCCUR | Υ | Υ | 7040392244 | 9/25/2023 | 9/25/2024 | EACH OCCURRENCE | \$ 10,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | \$ 10,000,000 |
| | DED X RETENTION\$ 10,000 | | | | | | | \$ |
| Α | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | Υ | 7040391207 | 9/25/2023 | 9/25/2024 | X PER OTH- STATUTE ER | See States Below |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE N | N/A | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | (Mandatory in NH) | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | \$1,000,000 |
| C D | Prof & Poll Liability Excess Professional Liability | | | AEH114132004 107423772 | 9/25/2023 9/25/2023 | 9/25/2024 9/25/2024 | Per Claim / Aggregate Deductible Excess Policy Limit | 5,000,000 \$100,000 \$5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Workers Compensation Insured States: AZ, CO, DC, ID, IN, KY, LA, OR, NC, TN, TX

Project: Federal Hill to Forest Park Trail

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: Certificate Holder, Project Owner and Others as required by written contract.

See Attached...

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

| AGENCY | CUSTOMER ID | SHRASOPO |
|--------|--------------------|----------|
| AGENCI | COSTONIER ID | |

LOC #:

| R |
|--------------|
| ACORD |
| |

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

| | | 11110 0011ED0EE | | | | |
|---|-----------|---|--|--|--|--|
| AGENCY Holmes Murphy & Associates, LLC / CSDZ, LLC POLICY NUMBER | | NAMED INSURED Shrewsberry & Associates, LLC 7321 Shadeland Station Suite 160 | | | | |
| | | Indianapolis IN 46256 | | | | |
| CARRIER | NAIC CODE | | | | | |
| | | EFFECTIVE DATE: | | | | |
| ADDITIONAL REMARKS | | | | | | |
| THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACC | | VOLUM VALUE | | | | |
| FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE | | | | | | |
| Waiver of Subrogation only if required by written contract with respect to General Liability, Automobile Liability, Workers Compensation and Umbrella/Excess Liability applies in favor of: Certificate Holder, Project Owner and Others as required by written contract. | | | | | | |
| | | General Liability, Automobile or Workers' Compensation policies be cancelled ll be delivered to the certificate holder. | | | | |
| | | | | | | |