LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of Aug 29, 20 17 ("Effective Date") by and between the City of Noblesville, Indiana, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and CHA Consulting, Inc. ("the CONSULTANT"), with its office located at 300 South Meridian Street, Indianapolis, IN 46225 and is a corporation/limited liability company organized under the laws of the State of New York.

Des. No.: _____

Project Description: Environmental Documentation for the Pleasant Street Corridor between 8th Street and SR 32 in the City of Noblesville, Hamilton County, Indiana

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I **SERVICES BY CONSULTANT**. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II **INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA.** The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III **TERM**. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be 8/29/17. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV **COMPENSATION**. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **$ 484,296.**

SECTION V **NOTICE TO PROCEED AND SCHEDULE**. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors.**

   A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA's prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

   B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise ("DBE") SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT's Economic Opportunity Division Director.

3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant**. The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities**.

   A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

      i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. **Compliance with Laws.**

A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.

B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:

i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.

ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.

iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term "principal" for purposes of this Contract 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 the CONSULTANT or who has managerial or supervisory responsibilities for the Services.

vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT's SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA's request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.

C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT'S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:

i. terminate this Contract; or

ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.

D. *Disputes.* If a dispute exists as to the CONSULTANT's liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA's reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA's reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, "deficiencies") until all deficiencies are remedied in a timely manner.

9. Confidentiality of LPA Information.

A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.

B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

10. Delays and Extensions. The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. DBE Requirements.

A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

> The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination.

A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

B The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least $50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.

D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).

E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)

F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, leasors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, leasors or material suppliers, who participate in construction, right-of-way clearance and related projects.

G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.

H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

(1) Compliance with Regulations: The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

(2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or

(b) cancellation, termination or suspension of the Contract, in whole or in part.

(6) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.

B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.

C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.

B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:

i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;

v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and

vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

The LPA may terminate for default if the CONSULTANT fails to cure a breach of this provision no later than thirty (30) days after being notified by the LPA.

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.

18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.

19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.

20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.

21. **Insurance - Liability for Damages.**

    A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.

    B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.

    C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.

E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.

F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than $250,000.00 professional liability insurance per claim and $250.000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than $1,000,000.00 per claim and $1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry $1,000,000.00 per occurrence, $2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.

2. The policy shall provide thirty (30) days notice of cancellation to LPA.

3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than $1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.

2. The policy shall provide thirty (30) days notice of cancellation to the LPA.

3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of $1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.

2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:

   a. United States Longshoremen & Harbor workers

   b. Maritime Coverage - Jones Act

3. The policy shall provide thirty (30) days notice of cancellation to the LPA.

4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of $5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.

2. The policy shall provide thirty (30) days notice of cancellation to the LPA.

3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification**. This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contact. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

23. **Notice to Parties**: Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

City of Noblesville, Department of Engineering
16 South 10th Street, Suite 155
Noblesville, IN 46060
Attn: Mr. John Beery, PE

Notices to the CONSULTANT shall be sent to:

CHA Consulting, Inc.
Union Station
300 South Meridian Street
Indianapolis, IN 46225
Attn: Mr. Thomas P. Karis, PE
Senior Vice President

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.

25. **Ownership of Documents and Materials**. All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product) will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.

26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.

27. **Penalties, Interest and Attorney's Fees**. The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. **Pollution Control Requirements**. If this Contract is for $100,000 or more, the CONSULTANT:

    i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;

    ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and

    iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.

29. **Severability**. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

30. **Status of Claims**. The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:

31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.

32. **Substantial Performance**. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.

33. **Taxes**. The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.

34. **Termination for Convenience.**

    A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.

    B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make

such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if

(i) the CONSULTANT fails to:

1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;

2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;

3. Make progress so as to endanger performance of this Contract; or

4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or

(ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.

B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.

C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.

37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.

38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.

39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

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Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT

Thomas P Karis

Signature

Thomas P. Karis, PE

Senior Vice President

August 24, 2017

Date

Attest:

Karen E Alexander

Signature

Karen E. Alexander

(Print or type name and title)

August 24, 2017

Date

KAREN E. ALEXANDER
Notary Public- Seal
State of Indiana
My Commission Expires Oct 12, 2017

LOCAL PUBLIC AGENCY

Signature

John Ditslear

Mayor

August 29, 2017

Date

Lawrence Stork

Signature

Lawrence Stork

Member

8/29/17

Date

Signature

Jack Martin

Member

8-29-2017

Date

Attest: Evelyn L. Lees
Evelyn L. Lees, City Clerk

CITY OF NOBLESVILLE INCORPORATED MAY 6, 1887 SEAL INDIANA

APPENDIX "A"

Pleasant Street Corridor – Environmental Assessment
8th Street to SR 32
Noblesville, Hamilton County, Indiana

Scope of Services
July 14, 2017

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

Project Description

The CHA Consulting, Inc. team (Consultant) will provide professional engineering and environmental specialty services to the City of Noblesville (the Owner) for the environmental analyses and documentation associated with the Pleasant Street Corridor Project. The purpose of the proposed NEPA action (the project) is to provide a viable east-west corridor, paralleling SR 32/SR 38 to the south to relieve traffic congestion in downtown Noblesville. For the purposes of this scope of services the Pleasant Street corridor will extend from 8th Street to SR 32 in the City of Noblesville, Hamilton County, Indiana. A total of four alternatives will be evaluated as part of the NEPA analysis and documentation development process. The four alternatives will be developed by others (Designer) and provided to the Consultant for use in the NEPA analysis and documentation. From the four provided alternatives, the culmination of the NEPA process performed under this scope of services will be the identification of a Preferred Alternative for advancement to detailed design development.

The breadth of this scope of services is expressly limited to the development and definition of a Preferred Alternative and the preparation, documentation, coordination/collaboration and agency processing of an approved NEPA compliant Environmental Assessment (EA) for the Preferred Alternative. This scope of services does not include detailed design development, permitting, bid package development, letting or construction engineering of the Preferred Alternative.

Detailed design development, permitting, bid package development, letting and construction engineering services required to advance the Preferred Alternative to implementation may be added to this scope of services as extra work at a later date through supplemental agreement based upon the status of the Preferred Alternative at the time of NEPA approval.

The Consultant will be responsible for the management, coordination, and development of an environmental document that shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation (INDOT), the Federal Highway Administration and other applicable local, state and federal agencies. A detailed discussion of the Consultant's services is described in the following section:

Section 1	Environmental Documentation

Section 1: Environmental Documentation

Objective

The objective of this section is to develop environmental documentation for the proposed action (project) in conformance with the INDOT LPA Guidance Document Chapter 6 (Environmental Processing/Permitting) of the "INDOT LPA Guidance Document for Local Federal-Aid Projects" (latest revision). The services described herein involve the performance of the necessary steps to prepare and deliver a NEPA compliant Environmental Assessment (EA) for the proposed project. All services will be developed in accordance with the INDOT Procedural Manual for Preparing Environmental Studies (2008 Edition), the Indiana Categorical Exclusion Manual (Revised June 2013) and all other appropriate Federal, State, and local laws relating to the environment. The Consultant's work will involve close coordination with the City of Noblesville, INDOT and the Federal Highway Administration. It is anticipated that the NEPA EA will culminate in a Finding of No Significant Effect.

Deliverables

- NEPA- compliant Environmental Assessment (EA)

Coordination

- The Consultant's work efforts will be coordinated through Owner's representative, INDOT, FHWA, and other interested and/or involved agencies as deemed appropriate by Consultant.

Activity

- Project Administration: The Consultant will prepare monthly status reports (assume 30 month project duration) for the Owner's Project Manager through the completion of the services described herein. The Consultant will also attend meetings with the City of Noblesville and the Indianapolis Metropolitan Planning Organization as required. No more than six (6) meetings are anticipated.

- Project Management Team: The Consultant will assist in the assembly of the Project Management Team (PMT) consisting of representatives from INDOT, the FHWA, the project sponsor/Owner, and the Indianapolis Metropolitan Planning Organization (IMPO) to provide guidance during project development. Two (2) meetings of the PMT are anticipated with the first occurring at the onset of the project to discuss the scope, purpose and need, and schedule. The second meeting of the PMT will be held prior to the second public information meeting to discuss the conceptual alternatives and preliminary results of the impact analysis.

- Purpose and Need: The Consultant will review available reports, studies and applicable information and clearly define the transportation purpose and need of the project.

- Data Collection and Assimilation:
    - Data Review: The Consultant will collect, assemble and review previous studies prepared for the project, and readily available secondary source information including, but not limited to, the National Wetland Inventory (NWI) Map, USGS Quadrangle Map, NRCS Soil Survey and the FEMA Flood Insurance Rate Map.
    - Notify Property Owners: Prior to the commencement of any field work or surveys, all property owners within the general project area will be identified by the Consultant. Notice of Entry for Survey or Investigation letters will be mailed

by the Consultant to all of the property owners advising them of the Consultant's intent to enter onto their property to conduct the required field investigations.

- Field Investigation: A field inspection of the project site will be conducted by the Consultant to identify and assess the locations of environmental, social and economic resources, both physical and natural. Special investigations resulting from the field investigation will be undertaken as appropriate.
- Red Flag Survey: A Red Flag Survey will be conducted by the Consultant and will include a review of the Indiana GIS Atlas developed by the Indiana Geological Survey in conjunction with INDOT. The investigation will be utilized to identify areas of concern (Red Flags) within the project area. This investigation will also include a review by the Consultant of files contained in IDEM's Virtual File Cabinet to determine if any further investigations are required. Once completed, the survey will be provided to the Designers and utilized to develop alternatives. The survey will also be included in the EA.

- Alternatives Development and Validation: The Consultant will work cooperatively and collaboratively with the Designer, providing input about the affected project area for the purposes of assisting the Designer to develop feasible alternatives that satisfy the purpose and need for the project and which minimize impacts to the natural and physical environment. Prior to the start of Alternatives Development by the Designer, the Consultant will establish screening criteria in consultation with the Designer and the PMT to determine the viability of alternatives. As part of the Alternative Validation, included in this task will be a cursory review by the Consultant of all relevant drawings developed by the Designer. The intent of the Consultant's review is to provide input, comment or confirmation that the design meets appropriate industry accepted standards and design policy and procedures including, but not solely limited to:
  - Horizontal and vertical geometrics
  - Cross sectional elements
  - Operational and public safety considerations

  The primary purpose of the review will be to confirm that the impacted or disturbed project area (project footprint) is reasonably and accurately identified and represented.

- Early Coordination: The Consultant will prepare and distribute early coordination information packages to the appropriate local, state and federal resource agencies requesting comments on the proposed project. The package will include a description of the proposed project, project location, purpose and need for the project, and preliminary alternatives under consideration. An appropriate graphic of the project area and any known potential environmental issues will be prepared by the Consultant and included in the package.

- Assessment of Environmental Impacts: The Consultant will identify and analyze the potential impacts and/or consequences resulting from the project alternatives on social, economic, and environmental resources. These studies will be conducted in sufficient detail to allow for, or be in support of, compilation and development of the necessary information for preparation of an Environmental Assessment that will include the following:

  - Impacts to Ecosystems (Aquatic and Terrestrial): The Consultant will analyze project impacts upon water quality, flood plains and aquatic and terrestrial habitats. Based upon the Consultant's familiarity with the project area, this scope of services assumes that no threatened or endangered species are present in the project area. If threatened or endangered species are discovered to occur, or to be present within the project impact area, then additional studies may be

required to minimize and offset any adverse impacts. *The performance of additional studies related to threatened and endangered species is* <u>*not*</u> *included as part of this scope, and would be considered as additional work and a change in scope would be required. This scope of services also does not include formal consultation with the U.S. Fish and Wildlife Service. Should formal consultation with the U.S. Fish and Wildlife Service be required, that work would be considered as additional work and a change in scope would be required.*

- Wetland and Waterways Identification: The Consultant will conduct investigations of the project area to determine the presence of isolated wetlands or jurisdictional "Waters of the U.S." The investigation will include the preparation of an exhibit to illustrate existing wetlands and "Waters of the U.S." within the project area.
  - Conduct a wetland determination at the project site.
  - Examination of the existing conditions, including soil characteristics, drainage ditches, hydrology, vegetation, and general topography.
  - Natural features to be investigated and evaluated will include blue-line waterways as noted on the USGS topographic mapping of the corridor and other drainageways depicted on the Natural Resources Conservation Service Soil Survey of the project area which cross or flow immediately adjacent to the project; National Wetland Inventory mapped wetlands; other potential wetlands; and roadside drainage ditches. Documentation of site hydrology, vegetation, and soils will be collected and documented on the basis of observed field conditions.
  - The observed conditions will be compared to the standard criteria established by the U.S. Army Corps of Engineers to determine the existence of regulated resources. An assessment will be prepared which evaluates the potential regulatory status of those resources.

- Wetland Delineation: The Consultant will complete a wetland delineation of the wetlands identified within, or adjacent to, the boundaries of the Preferred Alternative. The wetland boundaries will be located using GPS technology to establish the upland boundary. The wetland delineation will be completed in accordance with the *1987 Corps of Engineers Wetland Delineation Manual (Y-87-1)* and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0).* A Routine Wetland Delineation Report including all mapping, photographs and description of existing conditions on site will be prepared by the Consultant.

- Air Quality Impacts: Hamilton County is in conformity for all air pollutant criteria. Therefore, a hot zone analysis for carbon monoxide and particulate matter will not be required. The Consultant will undertake coordination with IMPO to ensure that the project is appropriately programmed in the Long Range Transportation Plan. The level of mobile air source toxics (MSAT) analysis is unable to be determined at this time for the purposes of this scope of services. MSAT analysis determination cannot be concluded until such time that traffic projections and operational analyses are provided to the Consultant by the Designer, or if a concern for MSAT exposure is identified by the Consultant in the course of field investigations. The Consultant will coordinate with INDOT to determine the appropriate level of MSAT analysis. *Should an MSAT analysis be required, that work would be considered as additional work and a change in scope would be required.*

- Relocation Impacts: If more than ten (10) relocations are determined necessary to complete the project, the Consultant will complete a Conceptual Stage Relocation

Study (CSRS) to assess the likely effects on the relocated businesses and residents. The CSRS will inventory the characteristics and needs of residents, businesses, farms, non-profits, and institutions that may be relocated as a result of the project. The CSRS will also survey the real estate market to determine availability of replacement property within the area. If more than ten (10) businesses require relocation, a business information survey will be prepared and provided to businesses likely impacted by a project.

- Prime or Unique Farmland: The Consultant will complete Form CPA-106 and coordinate with the Natural Resources Conservation Service (NRCS) for a determination of impacts to prime or unique farmland as a result of the proposed project.

- Cultural Resources: The objective of this task is for the Consultant to complete the Section 106 Documentation in accordance with Section 106, National Historic Preservation Act (NHPA) of 1966, as amended, and CFR Part 800 (Revised January 2001) and Final Rule on Revision of Current Regulations, dated December 12, 2000, and incorporating amendments effective August 5, 2004. Archaeological investigations will be conducted in accordance and compliance with the Secretary of the Interior's "Standards and Guidelines for Archaeology and Historic Preservation" (48 FR 44716), the current version of the Indiana Department of Natural Resources, Division of Historic Preservation and Archaeology's (IDNR, DHPA) "Guidebook: Indiana Historic Sites and Structures Inventory - Archaeological Sites", and recent amendments to the Indiana Historic Preservation Act (IC 14-21-1). The field work, laboratory analysis and preparation of the final report and recommendations will be accomplished or directly supervised by a qualified professional archaeologist meeting the standards set forth in 36 CFR 61 of the National Historic Preservation Act and 312-IAC-21 of the Indiana Administrative Code. All reports will be prepared in accordance with INDOT's *Cultural Resource Manual.*

  - The following tasks associated with the Aboveground Study will be completed:
    - The Consultant will initiate consultation with consulting parties.
    - The Consultant will conduct background research on properties and the area to evaluate historic properties.
    - The Consultant will draw an Area of Potential Effects for aboveground resources and field verify.
    - The Consultant will conduct a field survey and geo-code properties greater than fifty years of age.
    - The Consultant will research and write Historic Property Report.
    - The Consultant will submit report to INDOT-CRO.
    - The Consultant will make CRO's requested revisions and submit the report to INSCOPE and transmit a paper copy to the State Historic Preservation Officer (SHPO).

  - The following tasks associated with the Archaeology Study will be completed by the Consultant:
    - A records check in the State Historic Architectural and Architectural Database and research on prior reports at the Division of Historic Preservation and Archaeology.
    - Research on historic aerials, maps, and other primary source materials.

- Archaeological field reconnaissance: transect of shovel test probes on each side of the railroad right-of-way; three transects in areas of new right-of-way, per location provided in Pleasant Street Feasibility Study.
- The Consultant will perform laboratory analysis, re-enter SHAARD site form, curate, and notify landowner for site 12-HA-0037.
- The Consultant will prepare Archaeology Report.
- Report will be submitted to INDOT-CRO.
- The Consultant will make CRO's requested revisions and submit the report to INSCOPE and transmit a paper copy to the State Historic Preservation Officer (SHPO).

▪ The following tasks associated with the Section 106 Documentation will be completed by the Consultant:
  - Correspond with consulting parties.
  - Prepare 800.11(e) documentation.
  - Distribute the 800.11(e) (after approval by INDOT) to consulting parties.
  - Publish a public notice.
  - Coordinate, moderate, and prepare a meeting summary for two (2) site visits or consulting party meetings with consulting parties.
  - File the e-notification of Adverse Effect to the Advisory Council on Historic Preservation and request FHWA invite Council to join in consultation
  - Negotiate and prepare a Memorandum of Agreement.
  - Circulate the Memorandum of Agreement for signature.
  - Prepare for and attend one (1) agency meeting.
  - Prepare for and participate in three team meetings.
  - Prepare for and attend one (1) public information meeting.

o Section 4(f): Impacts to publically owned parks and recreational land, wildlife and waterfowl refuges or historic resources will require a Section 4(f) evaluation. As impacts are anticipated to a potential archaeological site, an individual Section 4 (f) evaluation will be required and will be prepared by the Consultant. The evaluation will include analysis of alternatives; a finding that the alternatives are not feasible and prudent; identification of mitigation measures; identification of measures to minimize harm; coordination with all associated interested and involved agencies; and public involvement. The public involvement will be limited to an advertisement placed in a local newspaper by the Consultant giving the public 30 days to review and comment on the Section 4(f) findings. Any additional impacts to publically owned parks and recreational land, wildlife and waterfowl refuges or historic resources within the affected project area will require a separate Section 4(f) analysis. Should impacts to a Section 4(f) property (exclusive of the one archaeological site that has been identified and accounted for in this scope of services) occur as a result of this project, the Consultant will prepare documentation to the level necessary to support a "de minimis" finding. This documentation will be incorporated into the EA. *This scope of services assumes that the project will not impact more than one resource, and the one impacted resource will be "de minimis", and as such the performance of additional studies related to the preparation of additional*

Section 4(f) evaluation is not included as part of this scope, and would be considered as additional work and a change in scope would be required.

- Noise Impacts: A noise analysis will be completed in accordance with the INDOT Traffic Noise Policy (July 2017). Existing noise levels will be obtained from identified receivers using an integrated sound level meter. Future (i.e. design year) traffic noise levels will be predicted using the FHWA accepted noise prediction software, *Traffic Noise Model Version 2.5*. The Designer will be responsible for providing the Consultant with the existing and proposed elevations as well as traffic projections and operational analyses information. Noise impacts will be identified by the Consultant for the Preferred Alternative by comparing the predicted design year traffic noise levels with the existing noise levels in accordance with FHWA's Noise Abatement Criteria. Due to the urban nature of portions of the project corridor, there will exist locations where barriers are not deemed to be feasible. Impact analysis will be evaluated for the entire corridor; however, barrier analysis will be performed along the Preferred Alternative at a maximum of two (2) locations identified following the corridor analysis performed. *If more than two (2) locations are identified it would be considered as additional work and a change in scope would be required.*

- Socioeconomic Impacts: The Consultant will compile and review the latest state, regional and local land use plans and Transportation Plans, census data and other publically available information in determining land use impacts. Consideration will be given to current and future land use, business and commercial development, employment and economic opportunities, disruption to communities and residential neighborhoods, access to public and community facilities, community cohesion and safety issues including travel patterns and accessibility changes related to vehicular, commuter, bicycle, and pedestrian traffic. Identification of disproportionate impacts on Environmental Justice populations will be included in this analysis using data from the most recent decennial census completed by the US Census Bureau. Impacts are anticipated and additional coordination with INDOT and the community have been included in this scope.

- Indirect and Cumulative Impacts: The Consultant will contact local community officials and planning and zoning authorities to determine the existence of land-use plans, planning information, and permitting processes that will identify anticipated development in the project area. Where development has preceded the proposed project, an evaluation of whether the project will prompt further development will be completed by the Consultant. *A resource specific cumulative impact analysis is not included as part of this scope, and would be considered as additional work and a change in scope would be required.*

- Hazardous Materials:

  - Phase I Initial Site Assessment: A Phase I Initial Site Assessment (ISA) will be completed by the Consultant for the proposed project area to determine the potential for the presence of hazardous materials. The Phase I will include the performance of an on-site investigation to view present conditions for evidence of contaminated soils (chemical spill residue, die-back of vegetation, etc.), hazardous substances, or petroleum product usage (presence of above ground or underground storage tanks, storage of acids, etc.) and evaluate any likely environmentally hazardous site history. The

neighboring properties will also be evaluated for risk on the proposed project area. Federal, state, local and tribal records out to the distances specified by ASTM 1528 and AAI standards (ranging from 1/8 to 1 mile depending on the database) will be reviewed. Based upon data research or the presence of occupants associated with the properties, identified persons considered to be knowledgeable of the sites will be interviewed by the Consultant regarding the history of the project area. These persons may include past property owners, present property owners, site managers, tenants and neighbors. Municipal or County planning files will be examined for information regarding prior land usage and permits granted. A file search will be conducted with public agencies (State water board, fire department, County health department, etc.) having oversight relative to water quality and soil contamination issues. Historic aerial photography of the project area will be reviewed and the current USGS maps will be scrutinized for drainage patterns and topography. The chain of title for Environmental Liens and/or Activity and Land Use Limitations (AUL's) will also be examined. All information collected during the investigation and conclusions based on the investigation will be documented in a report for inclusion in, or referenced by the EA.

- Phase II Preliminary Site Investigation: *A Phase II Preliminary Site Investigation (PSI) is not included as part of this scope, and would be considered as additional work and a change in scope would be required.*

- Environmental Document: An Environmental Assessment/FONSI will be prepared in accordance with current FHWA regulations and the INDOT guidance documents. The draft document will be submitted by the Consultant to the INDOT and FHWA for review and comment. Comments received will be evaluated by the Consultant in consultation with the Owner and appropriate revisions and/or responses will be completed by the Consultant and incorporated into an updated EA. The revised EA will be resubmitted to INDOT and FHWA for document approval.

- Commitments Database: The Consultant will maintain a master list of commitments made during the project development. The most current list of project commitments will be provided to the INDOT Project Manager and uploaded into INDOT's Commitment Database. An All Commitments Report will be submitted along with all major submittals.

- Public Information Meetings: Two Public Information meetings are anticipated at the following milestones of the project, prior to the development of conceptual alternatives, and after the conceptual alternatives are developed and the impact analysis is completed. The Consultant will prepare for, attend and record input at each meeting, in addition to assisting the Owner with the scheduling and development of presentation materials.

- Public Hearing: A Public Hearing will be required for completion of this project. The Consultant will be responsible for the following:
    - Prepare, distribute, advertise, and conduct a Public Hearing in accordance with the "INDOT Public Involvement Procedures Manual" approved August 15, 2012.
    - Transcribe and respond to all public comments received through the Public Hearing Process.
    - Prepare the Public Hearing Transcript that will be used to attain Hearing Certification from INDOT.

Assumptions

- All environmental services will be completed in accordance with the INDOT Procedural Manual for Preparing Environmental Studies (2008 Edition).
- The EA will be prepared in accordance with current National Environmental Policy Act (NEPA) requirements.
- No Carbon Monoxide/Particulate matter 2.5 hot spot analysis will be required.
- No MSAT Analysis (level 3, 4, or 5) will be required.
- The historic bridges will be re-used as pedestrian bridges so the finding will be No Adverse Effect on above ground resources.
- The new terrain roadway will be approximately 80 feet wide (no more than two transects of shovel test probes).
- No human burials or remains encountered.
- No archaeological sites (beyond those identified) will be encountered.
- No "sacred site" or Traditional Cultural Place.
- Any archaeology reconnaissance on parcels designated as relocations or acquisitions (beyond that within the project right-of-way) will be part of a separate task order.
- Previously-identified sites will be investigated within the project corridor only – not to exceed one acre of 5-meter testing.
- INDOT and/or FHWA will correspond with the Tribes.
- The overall project finding will be Adverse Effect since additional archaeological studies will be ongoing at the time that Section 106 is concluded.
- No more than one box of artifacts curated.
- Re-enter no more than 1 SHAARD site form for a previously-identified site (12-HA-0037).

Information Supplied by Owner

- See Appendix "B".

Items Specifically Not Included

- Environmental Impact Statement (EIS)
- Formal Section 7 Coordination with the U.S. Fish and Wildlife Service
- Phase II Preliminary Site Investigation (PSI)
- Detailed Groundwater Assessment
- Resource Specific Cumulative Impact Analysis
- Carbon Monoxide/Particulate matter 2.5 hot spot analysis
- MSAT Analysis (level 3, 4, or 5)
- More than one Individual Section 4(f) analysis
- Section 6(f)
- Asbestos Inspections
- Section 401 Water Quality Certification
- Section 404 Permit
- Rule 5 Permit
- Construction in a Floodway Permit
- County Legal Drain Permit
- Stream and Wetland Mitigation Plan Development
- Archaeology study/reconnaissance on parcels designated as relocations or acquisitions (beyond right-of-way).
- Any archeological studies beyond the Phase Ia (specifically Phase Ib, Phase Ic, Phase II and Phase III) are excluded.
- Mitigation activities that are stipulated in the Section 106 Memorandum of Agreement.

- Consultation with the Advisory Council on Historic Preservation.
- Consultation with Tribes

APPENDIX "B"

Pleasant Street Corridor – Environmental Assessment
8th Street to SR 32
Noblesville, Hamilton County, Indiana

Owner Provided Information

INFORMATION AND SERVICES TO BE FURNISHED BY THE OWNER:

The Owner shall furnish the Consultant with the following:

1. Assist the Consultant in obtaining property owner information, deeds, plans of adjacent developments, section corner information, and any other pertinent information necessary to perform work under this Agreement.

2. Plans of existing structures and roads within the project limits.

3. All written reviews relevant to the project that are received by, or in the possession of the Owner.

4. Data, information or correspondence from the transportation planning process.

5. Public and private utility plans or utility information, including but not necessarily limited to above ground and underground facilities and equipment, the location of signals and underground conduits, etc.

6. Free and clear access to enter upon public and private lands as requested for the Consutlant to perform the services included within this Agreement.

7. All legal services as may be required for development of the project.

APPENDIX "C"

Pleasant Street Corridor – Environmental Assessment
8th Street to SR 32
Noblesville, Hamilton County, Indiana

Schedule

No work shall be performed by the Consultant until the Consultant receives a written Notice-to-Proceed from the LPA/ Owner.

All work by the Consultant under this Agreement shall be completed and delivered to the LPA/ Owner (or the Owner's designee) for review and approval, if required, within the following time periods; exclusive of the Owner's review time:

Scope Section	Description
Section 1	a. The Draft Environmental Document will be available for release to the public within 700 days after completion of the environmental investigation field survey. b. The public hearing will be held within 90 calendar days after the environmental document is released for public involvement. c. The environmental document will be approved within 90 days after completion of the public involvement requirements.

The basis of the fee schedule assumes a project duration of 30 months.

APPENDIX "D"

Pleasant Street Corridor – Environmental Assessment
8th Street to SR 32
Noblesville, Hamilton County, Indiana

Compensation

The Consultant shall receive as payment for the completion of work performed under this Agreement the Not to Exceed Amount of $484,296, unless a modification of the Agreement is approved in writing by the Owner.

The Consultant will be paid for the work performed under this Agreement in accordance with the following schedules:

Scope Section	Description	Fee Type and Amount	
Section 1	a) Environmental Assessment – CHA Consulting (Prime)	NTE	$311,000.00
	b) Environmental Assessment – American Structurepoint (Sub to CHA)	NTE	$82,096.00
	c) Section 106 Documentation – Weintraut & Associates (Sub to CHA)	NTE	$91,200.00

FEE SUMMARY

PROJECT: **Pleasant Street Corridor - EA** **INDOT DES. NO:** ***TBD***

CLIENT: **City of Noblesville**

TASK	DESCRIPTION:	FEE		
Section 1	Environmental Assessment - CHA	Hourly NTE	$	311,000
Section 2	Environmental Assessment - ASI	Hourly NTE	$	82,096
Section 3	Section 106 Documentation - W&A	Hourly NTE	$	91,200
		TOTAL NOT TO EXCEED FEE	**$**	**484,296**

Environmental Assessment - CHA

PROJECT: Pleasant Street Corridor - EA
CLIENT: City of Noblesville
DES. NO.: *TBD*

STAFF HOURS BY CLASSIFICATION

DESCRIPTION	Principal Engineer VI	Proj. Mgr. Sr. Engineer V	Project Engineer IV	Asst Proj Engineer III	Engineer II	Assistant Engineer I	Sr. Engineer Design/Tech	Env Scientist V	Env Scientist IV	Env Scientist III	Principal Eng. Design/Tech	Designer Tech/CADD	Admin Assistant	TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
ENVIRONMENTAL SERVICES															
Project Administration															
Project Management	16	232											60	312	$45,938.64
MPO Meetings		24												24	$3,735.36
Client Meetings	20	36						20						92	$14,295.48
SUBTOTAL:														428	$63,969.48
Project Management Team (PMT) - 2															
Meeting Preparation		4						32	32				4	72	$8,102.00
Meeting Attendance	16	16						16	16					64	$9,409.92
Preparation of Meeting Minutes		4											4	8	$1,011.44
SUBTOTAL:														144	$18,523.36
Community Advisory Committee (CAC) - 3															
Meeting Preparation		8						38	40					86	$9,581.04
Meeting Attendance		24						24	24					72	$9,053.28
Preparation of Meeting Minutes		4						12					4	20	$2,502.92
SUBTOTAL:														178	$21,137.24
Purpose & Need															
Review of Available Prior Studies								16	24					40	$4,323.80
Coordination of Criteria with Design Team		2						8	8					18	$2,083.92
Develop. of Purpose & Need Statement		2	4					4	8					18	$2,067.48
SUBTOTAL:														76	$8,475.00
Data Collection & Assimilation															
Notice of Survey to Landowners								4	12					16	$1,664.64
Field Investigation								12	12					24	$2,658.96
Red Flag Survey								8	32					40	$4,107.60
SUBTOTAL:														80	$8,431.20
Alternatives Development															
Traffic Operations Verification		20			20									40	$4,810.40
Roadway Design Verification		20			20									40	$4,810.40
Alternative Develop. with Design Team		4						8	20					32	$3,562.88
Develop. of Screening Criteria		2						8	12					22	$2,473.08
SUBTOTAL:														54	$15,656.76
Early Coordination															
Early Coordination Packet Prep.	2							4	24		8			38	$4,212.96
Packet Distribution to Reg. Agencies								2					2	4	$443.02
SUBTOTAL:														42	$4,655.98
Assessment of Env. Impacts															
Terrestrial & Aquatic Habitat								52	48					100	$11,241.00
Wetland & Waterway Identification								12	128					140	$13,944.60
Wetland Delineation								16	180					196	$19,500.84
Air Quality			4	4										8	$1,030.68
Relocation Impacts								4						4	$497.16
Prime or Unique Farmland								6						6	$745.74
Cultural Resources (CP Meetings, Coordination, etc.)								40	40					80	$8,863.20
Section 4(f)		2						35	80					117	$12,444.63
Noise Impacts		24		60	180	40		4						308	$28,757.92
Socioeconomic Impacts								4						4	$497.16
Indirect & Cumulative Impacts								4						4	$497.16
Hazardous Materials								4						4	$497.16
SUBTOTAL:														971	$98,517.25
Environmental Assessment															
EA Document Preparation	1	2						24	90				2	117	$12,377.38
FONSI Request	1	2						4	18				2	25	$2,770.42
SUBTOTAL:														142	$15,147.80
Commitments Database															
Initial Commitment Spreadsheet Formation								6						6	$745.74
Commitments Database Updates								12						12	$1,491.48
SUBTOTAL:														18	$2,237.22
Public Information Meetings - 2															
Scheduling of Meetings								16					4	20	$2,377.52
Preparation of Materials / Displays	4							24	32		12		8	80	$9,610.88
Meeting Facilitation / Attendance	16							16	16					48	$6,919.68
Meeting Summary / Org. of Comments								12	32					44	$4,604.76
SUBTOTAL:														192	$23,512.84
Public Hearing - 1															
Scheduling of Hearing								4	4					8	$832.32
Preparation of Materials / Displays	2	4						16	40		8		6	76	$8,358.84
Hearing Facilitation / Attendance	12	12						12	12					48	$7,057.44
Response to Comments	2	4						24	40					70	$7,918.92
SUBTOTAL:														202	$24,167.52
TOTAL - HOURS:	98	460	4	64	220	40	0	579	1,018	0	28	4	94	2,607	
Loaded Hourly Rate	$210.90	$155.64	$120.18	$102.03	$84.88	$78.13	$93.97	$124.29	$97.29	$77.03	$119.88	$70.19	$97.22		
COSTS PER CLASSIFICATION	$20,248.40	$71,594.40	$480.72	$6,529.92	$18,673.60	$3,125.20	$0.00	$71,963.91	$99,041.22	$0.00	$3,356.64	$280.76	$9,138.68		$304,431.45

TOTAL HOURLY COSTS:	**$304,431.45**

DIRECT EXPENSES							
Mileage	30	Trips x	50	Mi./Trip x	$0.54	/Mi.	$802.50
Per Diem	4	Persons x	5	Days x	$26.00	/Day	$520.00
Public Notices x 5							$750.00
Court Reporter - Hearing Transcript							$1,300.00
Misc. Supplies (Report Production)							$3,000.00
DIRECT EXPENSE SUBTOTAL:							**$6,372.50**

TOTAL COSTS:	**$311,000.00**

*2019 Rates Utilized for EA

AMERICAN STRUCTUREPOINT, INC.

Fee Summary

7/7/2017

PROJECT: Pleasant Street Improvements, Noblesville, Hamilton County, Indiana (2017.00697)

DESCRIPTION: Environmental Documentation

Project Item	Hours	Fee
Red Flag	0	$ -
Environmental Assessment	169	$ 18,634 75
Wetlands/Waterways Delineation and Permitting	36	$ 2,490 84
ISA	72	$ 7,290 54
EJ/Community Impacts	260	$ 23,994 73
Section 106	0	$ -
Section 4(f)	0	$ -
Section 7	0	$ -
Noise Study	0	$ -
Public Involvement	309	$ 27,824 62
Subtotal (Direct Salary)	846	$ 80,235 48

Direct Expenses		
Section 106 Services (Pre-qualified Professional)	$	-
Mileage	$	235 40
Per Diem	$	-
HazMat Database Search	$	-
Stenographer	$	-
Graphics/Handouts	$	1,225.00
Legal Notice	$	400.00
Subtotal (Direct Expenses)	$	1,860 40

Total Project Costs	$ 82,095 88

AMERICAN STRUCTUREPOINT, INC.

MAN-HOUR JUSTIFICATION

7/7/2017

PROJECT: Pleasant Street Improvements, Noblesville, Hamilton County, Indiana (2017.00697)

DESCRIPTION: Prepare Environmental Assessment

	ESTIMATED TIME						
WORK CLASSIFICATION	Project Manager	Project Engineer	Sr. Env. Specialist	Environmental Specialist	Staff Scientist	Senior Technician	TOTAL
Step 1 -- Project Development							
Project Kick-off Meeting	0	0	4	0	4	0	8
Project Management Team Coordination							0
Organize PMT	1	0	4	0	4	0	9
PMT Meetings and Preparation (2 meetings)	2	0	12	0	12	0	26
Meeting Summaries/Minutes	1	0	2	0	4	0	7
Develop Public Involvement Plan	4	0	12	0	16	0	32
Assist with Purpose and Need Development	0	0	4	0	4	0	8
Obtain/Notify Project Area Property Owners	0	0	0	0	0	0	0
Step 2 -- Alternative Analysis							
Identify/Evaluate Conceptual Alternatives	0	0	2	0	4	0	6
Determine Environmental Document Requirements	0	0	0	0	0	0	0
Step 3 -- Environmental Analysis							
Early Coordination w/ resource Agencies	0	0	0	0	0	0	0
Environmental Studies and Analysis	0	0	0	0	0	0	0
Endangered Species							0
Karst Features							0
QA/QC Review	0						0
Step 4 -- Prepare Categorical Exclusion							
General Project Identification/Description/Design	0	0	0	0	0	0	0
Project Description/Preferred Alternative							0
Purpose and Need for Project							0
Other Alternatives Considered							0
Roadway Character							0
Design Criteria for Bridges							0
Maintenance of Traffic							0
Estimated Cost and Schedule							0
Right-of-Way							0
QA/QC Review							0
Identification/Evaluation of Impacts	4	0	0	9	10	0	30
Ecological Resources							0
Other Resources			1	1	2		4
Cultural Resources							0
Section 4(f)/Section 6(f) Resources							0
Air Quality Impacts							0
Noise Impacts							0
Community Impacts			2	4	4		10
Public Involvement			2	0	4		6
Hazardous Materials & Regulated Substances			2	4	0		6
Permits Required							0
Environmental Commitments							0
Early Coordination							0
QA/QC Review	4						4
Step 5 -- Assemble Categorical Exclusion							
Compile Draft Document Sections	0	0	2	0	8	0	10
Prepare Graphics	0	0	2	0	8	0	10
Compile Document Sections for INDOT/FHWA Review	0	0	2	0	4	0	6
Coordinate Final Approval after Public Involvement	0	0	0	0	0	0	0
Project Management/Client Coordination	24	0	0	0	0	0	24
Total Hours	36	0	46	9	78	0	169
Average Hourly Rate	$ 183.11	$ 116.82	$ 146.38	$ 82.49	$ 58.55	$ 118.07	
Direct Salary	$ 6,591.96	$ -	$ 6,733.48	$ 742.41	$ 4,566.90	$ -	$ 18,634.75
Direct Expenses							$ 64.20
Total Cost							$ 18,698.95

Direct Expenses	Unit Cost	Unit	Quantity	Cost
Lodging				$ -
Per Diem	$ 25.00	person/day	0	$ -
Mileage	$ 0.54	Miles	120	$ 64.20
				$ -
				$ -
				$ -
HazMat Database Report	$ 100.00	Lump Sum	0	$ -
				$ -
Total				$ 64.20

AMERICAN STRUCTUREPOINT, INC.

MAN-HOUR JUSTIFICATION

7/7/2017

PROJECT: Pleasant Street Improvements, Noblesville, Hamilton County, Indiana (2017.00697)

DESCRIPTION: Environmental Justice/Community Impacts

WORK CLASSIFICATION	Project Manager	Project Engineer	Senior Env Specialist	Environmental Specialist	Staff Scientist	Senior Technician	TOTAL
EJ Analysis							
Conduct Project area Demographic analysis			2		6		8
INDOT Coordination on EJ			2		2		4
Determine Relocation and R/W Impacts			1		1		2
Prepare Draft Benefits and Burdens Analysis			4		8		12
EJ Community Coordination							
Identification of Meeting Location	0	0	1		2	0	3
Prepare Notification of Meeting	0	0	1		2	0	3
Coord. / Delivery of Notice to EJ Community	0	0	8	8	16	0	32
Meeting Preparation / Displays	0	0	8		12	0	20
Conduct Community Meeting	0	0	6		12	0	18
Meeting Summary / Minutes	0	0	2		4	0	6
Community Impact Analysis							0
Develop Community Profile			4		16		20
Inventory Relocation Characteristics			8		24		32
Determine Comparable Housing/Costs			8		12		20
Evaluate Economic Impacts			4		12		16
INDOT/FHWA/Client Coordination	4		4		4		12
Prepare Graphics/tables			4		12		16
QA/QC	12						12
Final Benefits & Burdens Analysis	0	0	8		16	0	24
Total Hours	16	0	75	8	161	0	260
Average Hourly Rate	$ 183.11	$ 116.82	$ 146.38	$ 82.49	$ 58.55	$ 118.07	
Direct Salary Cost	$ 2,929.76	$ -	$ 10,978.50	$ 659.92	$ 9,426.55	$ -	$ 23,994.73
Direct Expenses							$ 64.20
Total Cost							$ 24,058.93

Direct Expenses	Unit Cost	Unit		Quantity	Cost
Lodging					$ -
Per Diem	$ 25.00	person/day		0	$ -
Mileage	$ 0.54	Miles		120	$ 64.20
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
Total					$ 64.20

AMERICAN STRUCTUREPOINT, INC.

MAN-HOUR JUSTIFICATION

7/7/2017

PROJECT: Pleasant Street Improvements, Noblesville, Hamilton County, Indiana (2017.00697)

DESCRIPTION: Hazardous Material Initial Site Assessment

WORK CLASSIFICATION	Project Manager	Project Engineer	Sr. Env. Specialist	Environmental Specialist	Staff Scientist	Senior Technician	TOTAL
Initial Data Collection and Exhibit Preparation	0	0	2	6	0	0	8
Identification of Potential HazMat Sites	0	0	2	4	0	0	6
Detailed Site Review for Initial Site Assessments	0	0	4	8	0	0	12
Public Records and Database Reviews	0	0	2	8	0	0	10
Site Evaluation and Opinion of RECs	0	0	2	12	0	0	14
Client Coordination	0	0	2	2	0	0	4
Prepare Initial Site Assessment Report	2	0	4	12	0	0	18
Total Hours	2	0	18	52	0	0	72
Average Hourly Rate	$ 183.11	$ 116.82	$ 146.38	$ 82.49	$ 76.37	$ 118.07	
Direct Salary Cost	$ 366.22	$ -	$ 2,634.84	$ 4,289.48	$ -	$ -	$ 7,290.54
Direct Expenses							$ 21.40
Total Cost							$ 7,311.94

Direct Expenses	Unit Cost	Unit	Quantity	Cost
Lodging				$ -
Per Diem	$ 25.00	person/day	0	$ -
Mileage	$ 0.54	Miles	40	$ 21.40
				$ -
				$ -
				$ -
				$ -
Total				$ 21.40

AMERICAN STRUCTUREPOINT, INC.

MAN-HOUR JUSTIFICATION

7/7/2017

PROJECT: Pleasant Street Improvements, Noblesville, Hamilton County, Indiana (2017.00697)

DESCRIPTION: Wetland Delineation and Permitting

WORK CLASSIFICATION	Project Manager	Project Engineer	Sr. Env. Specialist	Environmental Specialist	Staff Scientist	Senior Technician	TOTAL
Conduct Field Investigation	0	0	0	12	12	0	24
Prepare Wetland Boundary Mapping	0	0	0	0	0	0	0
Prepare Delineation Report/JD Forms	0	0	0	4	8	0	12
Coordinate Project with Regulatory Agencies	0	0	0	0	0	0	0
Prepare IDEM 401 (RGP)/404 (RGP) Applications	0	0	0	0	0	0	0
Total Hours	0	0	0	16	20	0	36
Average Hourly Rate	$ 183.11	$ 116.82	$ 146.38	$ 82.49	$ 58.55	$ 118.07	
Direct Salary Cost	$ -	$ -	$ -	$ 1,319.84	$ 1,171.00	$ -	$ 2,490.84
Direct Expenses							$ 21.40
Total Cost							$ 2,512.24

Direct Expenses	Unit Cost	Unit	Quantity	Cost
Lodging				$ -
Per Diem	$ 25.00	person/day	0	$ -
Mileage	$ 0.54	Miles	40	$ 21.40
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
Total				$ 21.40

AMERICAN STRUCTUREPOINT, INC.

MAN-HOUR JUSTIFICATION

7/7/2017

PROJECT: Pleasant Street Improvements, Noblesville, Hamilton County, Indiana (2017.00697)

Description: Public Involvement, Including Community Advisory Committee

WORK CLASSIFICATION	Project Manager	Project Engineer	Sr. Env. Specialist	Environmental Specialist	Staff Sciontist	Senior Technician	TOTAL
Public Information Meeting (PIM)							
Coordinate Meeting Date and Location	0	0	2	0	2	0	4
Prepare Meeting Presentation/Handouts	0	0	2	0	12	0	14
Prepare Public Notice	0	0	1	0	2	0	3
Conduct Public Information Meeting	0	0	6	0	12	0	18
Total Hours (PIM)	0	0	11	0	28	0	39
Direct Salary Cost (PIM)	$ -	$ -	$ 1,610.18	$ -	$ 1,639.40	$ -	$ 3,249.58
Direct Expenses (PIM)							$ -
Total Cost (PIM)							$ 3,249.58

Direct Expenses (PIM)	Unit Cost	Unit	Quantity	Cost
Lodging				$ -
Per Diem	$ 25.00	person/day	0	$ -
Mileage	$ 0.54	Miles	0	$ -
				$ -
Graphics	$ 150.00	Sets	0	$ -
Handouts	$ 5.00	Packets	0	$ -
Legal Notice	$ 200.00	Lump Sum	0	$ -
Total				$ -

Community Advisory Committee (CAC) Meetings (3)							
Develop/Organize Committee			8		8		
Develop CAC Plan			4		4		
Coordinate Meeting Date and Location	0	0	2	0	2	0	4
Prepare Meeting Presentation/Handouts	0	0	2	4	8	0	14
Conduct CAC Meeting	0	0	6	6	6	0	18
Prepare Meeting Summary/Distribute	0	0	2	2	6	0	10
Total Hours (PIM)	0	0	24	12	34	0	46
Direct Salary Cost (PIM)	$ -	$ -	$ 3,513.12	$ 989.88	$ 1,990.70	$ -	$ 6,493.70
Direct Expenses (PIM)							$ 314.20
Total Cost (PIM)							$ 6,807.90

Direct Expenses (PIM)	Unit Cost	Unit	Quantity	Cost
Lodging				$ -
Per Diem	$ 25.00	person/day	0	$ -
Mileage	$ 0.54	Miles	120	$ 64.20
				$ -
Graphics	$ 150.00	Sets	1	$ 150.00
Handouts	$ 5.00	Packets	20	$ 100.00
Legal Notice	$ 200.00	Lump Sum	0	$ -
Total				$ 314.20

Public Hearing (PH)							
Identify Location and Prepare Notices	0	0	1	0	2	0	3
Prepare Hearing Presentation/Graphics	0	0	8	0	16	0	24
Attend Hearing	0	0	6	0	6	0	12
Prepare Hearing Transcript/Responses	0	0	2	0	16	0	18
Obtain Hearing Certification	0	0	1	0	2	0	3
Total Hours (PH)	0	0	18	0	42	0	60
Direct Salary Cost (PH)	$ -	$ -	$ 2,634.84	$ -	$ 2,459.10	$ -	$ 5,093.94
Direct Expenses (PH)							$ 1,439.20
Total Cost (PH)							$ 6,533.14

Direct Expenses (PH)	Unit Cost	Unit	Quantity	Cost
Lodging				$ -
Per Diem	$ 25.00	person/day	0	$ -
Mileage	$ 0.54	Miles	120	$ 64.20
				$ -
Stenographer	$ 400.00	Report	0	$ -
Graphics	$ 150.00	Sets	4	$ 600.00
Handouts	$ 5.00	Packets	75	$ 375.00
Legal Notice	$ 200.00	Lump Sum	2	$ 400.00
Total				$ 1,439.20

Public Involvement Totals							
Total Hours	0	0	101	36	172	0	309
Average Hourly Rate	$ 183.11	$ 116.82	$ 146.38	$ 82.49	$ 58.55	$ 118.07	
Direct Salary Cost (PI)	$ -	$ -	$ 14,784.38	$ 2,969.64	$ 10,070.60	$ -	$ 27,824.62
Direct Expenses (PI)							$ 1,439.20
Total Cost (PI)							$ 29,263.82

Section 106 Documentation - W&A: Phase 2

PROJECT: Pleasant Street: 8th Street to new road DES. NO.:
CLIENT: City of Noblesville

DESCRIPTION	STAFF HOURS BY CLASSIFICATION										TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	No. of Sheets	Director / Principal	Historic PI	Historian	GIS	Graphic Design	Archaeology PI	Staff Archaeologist				
Administration												
* Schedule & oversight		32	8	0	0	0	32	12			84	$7,529.88
* Team meetings (3)		12	16	0	0	0	0	0			28	$2,872.84
* Consultation with team members		24	16	0	0	0	0	0			40	$4,494.16
SUBTOTAL:											**152**	**$14,896.88**
Aboveground Study											0	$0.00
*Initiate consultation & coordination		4	4	0	0	0	0	0			8	$853.32
*Field survey (including photo labeling & field notes)		2	8	10	6	0	0	0			26	$1,824.30
*Research		6	0	8	0	0	0	0			14	$1,274.82
*Prepare Historic Property Report, including QAQC		4	24	24	6	2	0	0			60	$4,274.36
*Distribute the Report		1	4	0	0	0	4	0			9	$707.91
*Consulting party meeting or site visit (2)		8	26	0	0	0	0	0			34	$3,114.60
SUBTOTAL:											**151**	**$12,049.31**
Archaeology Study*											0	$0.00
Records Check		0	0	0	2	0	8	4			14	$802.96
Research		0	0	0	0	0	12	0			12	$779.76
Reconnaissance -		4	0	0	8	0	120	280			412	$28,497.80
Archaeology Report, including QAQC		8	0	0	12	6	240	80			346	$21,062.04
Laboratory		0	0	0	0	0	30	20			50	$2,784.80
SHAARD site form: (1 re-enter)		0	0	0	0	0	2	0			2	$129.96
Landowner Notification & Curation		0	0	0	0	0	0	12			12	$501.24
SUBTOTAL:											**848**	**$46,558.56**
Section 106 Documentation											0	$0.00
* 800.11(e) Documentation, including QAQC			8	40	0	0	0	0	0		48	$2,946.56
* Public Notice			1	4	0	0	0	0	0		5	$310.30
*Memorandum of Agreement			24	0	16	0	0	0	0		48	$3,269.76
*Attend public meeting			4	0	0	0	0	0	0		4	$312.88
*re-notification			2	6	0	0	0	0	0		8	$504.56
*Correspond with SHPO & CP			8	24	0	0	0	4	0		36	$2,185.32
*Agency meeting			4	0	0	0	0	4	0		8	$479.96
SUBTOTAL:											**157**	**$41,843.07**
TOTAL - HOURS:		105	157	124	50	8	448	416	0	0	1,308	
HOURLY RATE		$135.11	$78.22	$58.02	$58.02	$58.02	$64.98	$41.77				
COSTS PER CLASSIFICATION		$14,186.55	$12,280.54	$7,194.48	$2,901.00	$464.16	$29,111.04	$17,376.32	$0.00	$0.00		$83,514.09
TOTAL HOURLY COSTS:												**$83,514.09**

DIRECT EXPENSES									
Mileage		Trips x		1,000	Mi./Trip x	0.380			$380.00
Meals	7	Persons x		4	Days x	$26.00			$728.00
Lodging	35	Nights x		$100.00	/ Night				$3,500.00
Miscellaneous including Public notice, reseeding				$3,000.00					$3,000.00
Prints		Sets x			Sheets	$0.10			$0.00
DIRECT EXPENSE SUBTOTAL:									**$7,608.00**

TOTAL NOT TO EXCEED FEE	**$91,200.00**

*Scoped as no new sites & relocating one previously encountered site. If new sites are encountered, each small site will add about $3,000 to project cost.