



Board of Public Works and Safety

Agenda Item

Cover Sheet

MEETING DATE: February 27, 2024

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

ITEM #: 15

INITIATED BY: Andrew Rodewald

- Information Attached
- Bring Paperwork from Previous Meeting
- Verbal
- No Paperwork at Time of Packets



TO: NOBLESVILLE BOARD OF PUBLIC WORKS AND SAFETY
FROM: ANDREW RODEWALD, PROJECT MANAGER, ENGINEERING
SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH CROSSROAD ENGINEERS
8TH STREET AND CHRISTIAN AVENUE IMPROVEMENTS
DATE: FEBRUARY 27, 2024

As traffic continues to grow throughout the city, maintaining safe access for local residents and those travelling through remains a high priority. With the recent opening of roundabouts on 8th Street at Historic Pleasant and Pleasant Streets, the 8th Street corridor has become increasingly more utilized. A high volume of traffic currently utilizes Greenfield Avenue to Christian Avenue to 8th Street, thus making safety and traffic delay at the intersection of 8th Street and Christian a priority area of focus. Furthermore, the recent opening of the Nickel Plate Trail, parallel to 8th Street is bringing an increased number of pedestrians to this corridor.

This contract with Crossroad Engineers will have a primary task of intersection improvements to 8th Street and Christian Avenue, likely a roundabout. They will also be partnering with Rundell Ernstberger Associates (REA) in designing aesthetic and landscape components for this area. They will provide full scope, survey, design, and bidding services.

REA has previously been contracted by the city to masterplan Nickel Plate Trail corridor improvements. Crossroad will also utilize this contract and that previous work by REA to perform an engineering assessment of potential future roadway and trail improvements along the remainder of the corridor, including trail connections between Nickel Plate Trail and Allisonville Trail.

I recommend the Board of Public Works approve the professional services agreement with Crossroad Engineers for 8th Street and Christian Avenue Improvements.

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



SERVICES AGREEMENT

This Services Agreement (hereinafter referred to as “Agreement”), entered into by and between the **City of Noblesville, Indiana, a municipal corporation** (hereinafter referred to as “City”) and **CrossRoad Engineers, PC**, hereinafter referred to as “Contractor”), and its successors and assigns, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. INTERPRETATION AND INTENT

- 1.1 The “Agreement”, as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include this Services Agreement and the **Exhibit A** attached hereto, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.
- 1.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.
- 1.3 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.
- 1.4 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City’s representatives having drafted all or any portion of this Agreement.
- 1.5 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

SECTION II. DUTIES OF CONTRACTOR

- 2.1 Contractor shall provide services as specified in **Exhibit A**, attached hereto and incorporated into this Agreement.

SECTION III. TERM

- 3.1 The term of this Agreement shall begin upon execution and terminate December 31st, 2026, (“Termination Date”) unless terminated earlier in accordance with this Agreement.

SECTION IV. COMPENSATION

- 4.1 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in **Exhibit A**.

Compensation shall not exceed **Four Hundred Thirty-Five Thousand Five Hundred Eighty Dollars (\$435,580)**.

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

SECTION V. GENERAL PROVISIONS

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

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

5.6 Insurance.

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

A. Commercial General Liability

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

B. Auto Liability

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

C. Workers Compensation and Employer's Liability

As required by Indiana law.

giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

5.9 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its board, agents and employees of any of them (“Indemnitees”) from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees and court costs and other expenses, to the extent caused by negligent acts, errors, or omissions of the Work. The Contractor’s indemnification under this Section shall survive both final payment and the termination of this Agreement.

5.10 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To Contractor:
Noblesville Creates
Attn: Aili McGill
107 S. 8th Street
Noblesville, IN 46060

To City:
City of Noblesville
Attn: Aaron Head
16 S. 10th Street
Noblesville, IN 46060

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

5.11 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.

5.12 Non-discrimination. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

5.13 Conflict of Interest.

5.13.1 Contractor certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.

5.13.2 For purposes of compliance with IC 36-1-21, Contractor certifies and warrants to City that Contractor, or a person who wholly or partially owns Contractor, is not a relative, as that term is defined by IC 36-1-21-3, of an elected official of Noblesville, Indiana.

5.14 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.15 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

5.16 Applicable Laws; Forum.

5.16.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Contractor to determine whether the provisions of the Agreement require formal modification.

5.16.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the City of Noblesville, County of Hamilton. Suit, if any, shall be brought in the State of Indiana, County of Hamilton.

- 5.17 Waiver. City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies.
- 5.18 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.19 Attorneys' Fees. Contractor shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.
- 5.20 Successors and Assigns. City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City or the Contractor.
- 5.21 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by City.
- 5.22 Debarment and Suspension
- 5.22.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.
- 5.22.2 Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.
- 5.22.3 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program.

Any such event shall be cause for termination of this Agreement as provided herein.

5.22.4 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.

5.23 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program (“Program”). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

5.23.1 Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 5.23, City shall require Contractor to remedy the violation not later than thirty (30) days after City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, City shall terminate the contract for breach of contract. If City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.

5.23.2 If Contractor employs or contracts with an unauthorized alien but City determines that terminating the contract would be detrimental to the public interest or public property, City may allow the contract to remain in effect until City procures a new contractor.

5.23.3 Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 5.23, Contractor may terminate its contract with the subcontractor for such violation.

5.23.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Contractors enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

CrossRoad Engineers, PC ("Contractor")

By: Mark A. Beck

Date: 2/20/2024

Printed: Mark A. Beck

Title: Vice - President

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

JACK MARTIN, PRESIDENT

JOHN DITSLEAR, MEMBER

LAURIE DYER, MEMBER

ROBERT J. ELMER, MEMBER

RICK L. TAYLOR, MEMBER

ATTEST:

EVELYN L. LEES, CLERK
CITY OF NOBLESVILLE, INDIANA

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): Cross Road Engineers, PC
By (Written Signature): [Signature]
(Printed Name): Mark A Beck
(Title): Vice - President

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana
COUNTY OF Marion

SS:



Subscribed and sworn to before me this 20th day of February, 2024.

My commission expires: November 11, 2027 (Signed) Hannah Northern

a. Residing in Morgan County, State of Indiana

EXHIBIT A

December 29, 2023
Revised February 6, 2024



Mr. Andrew Rodewald, P.E.
Project Manager, City of Noblesville
16 S. 10th St., Suite 155
Noblesville IN 46060

RE: Fee Proposal for Civil Engineering Services
8th Street and Christian Avenue Roundabout Project and
Trail Feasibility Study – Carbon St. between Allisonville Trail and Nickel Plate Trail
Noblesville, Indiana

Dear Andrew,

CrossRoad Engineers is pleased to present this Scope of Services and Fee Proposal to provide professional services associated with a Trail Feasibility Study along Carbon Street, along with development of a roundabout at the intersection of 8th Street and Christian Avenue in Noblesville, Indiana. These projects will be based on information provided at our scoping meeting held on December 8, 2023 and are anticipated to be completed with local funding. It is anticipated that the project will utilize the City of Noblesville standards for roadway section; as such, no geotechnical or pavement design services are included in this proposal. No public meetings are anticipated; however, color exhibits for City use are required. We have based our Fee Proposal on the aforementioned assumptions, and the following scope of work items are included to assist you in the development of this project:

A. TRAIL FEASIBILITY STUDY: CARBON ST. BETWEEN ALLISONVILLE AND NICKEL PLATE TRAILS

This task will include production of a trail feasibility report consisting of analysis of a possible trail connection along Carbon Street between the Allisonville Trail (which runs along the west side of 8th Street) and Nickel Plate Trail (which runs along the east side of 10th Street). Potential trail is assumed to be 10 feet wide. Both sides of the street are to be considered, but it appears that the north side may be more conducive to placement of the proposed path. Sight distance is to be investigated at the crossings of both 8th Street and 10th Street.

The City is open to curb extensions and other measures to improve safety for pedestrians crossing roadways. Multiple options can be analyzed, including removal of the structure at the NW corner of 10th Street and Carbon Street. Deliverables to include a feasibility report, including diagrams and cost estimates of any alternatives presented.

B. 8th STREET AND CHRISTIAN AVENUE ROUNDABOUT

1. TOPOGRAPHIC SURVEY & ROUTE SURVEY

CrossRoad Engineers will survey the project limits in order to produce a topographic base map and Location Control Route Survey in accordance with applicable Indiana

Code. Upon the completion of the field work, we will establish all section lines, right of way lines, and property lines per deeds and platted subdivisions; complete all survey line work; generate the TIN surface model and also create one-foot interval contours; and add all relative survey notes to the drawings. Included will be information such as one-foot contouring, existing street elevations, existing sanitary and storm structures, and verification of existing utilities. This survey will also include all research, office work, and field work necessary to complete the Route Survey.

2. ROAD DESIGN & PLAN PREPARATION

In general, this task involves the preparation of design plans and bidding documents to allow the proposed project to be constructed. We will prepare up to three roundabout conceptual layouts for City consideration and potentially up to one alternative intersection concept, as per conversation with City staff. Layouts will include right-of-way impacts and recommended landscaping layouts. Once the City has selected the preferred alternative we will generate plans, specifications, and estimates of cost, which shall be in accordance with the accepted standards for such work and in general accordance with the following documents in effect as of the Effective Date of this Agreement: American Association of State Highway and Transportation Officials' "A Policy on Geometric Design of Highways and Streets"; Indiana Manual on Uniform Traffic Control Devices; and, Indiana Design Manual based on the approved conceptual layout.

Construction drawings will be prepared in accordance with state and local laws and ordinances and will include the following:

- Title Sheet
- Route Survey
- Roadway Construction Details
 - Road Plan & Profiles
 - Construction Details
 - Road Cross Sections
- Intersection Construction Details
 - Grading spot elevations
 - Pavement marking
- Maintenance of Traffic Plan
 - INDOT/MUTCD standards
- Stormwater Drainage Design
 - Plan and profiles as necessary
 - Drainage structure details
- Erosion Control Plan
 - Consistent with local MS4 requirements for CSGP conformance
- Miscellaneous Details and Specifications, including roundabout lighting.

The existing drainage system consists of a combined sewer. At this time, there are no plans by the City to do a separation project. With the age of the existing facilities, it is anticipated that they will need to be addressed by either lining the existing lines, removing/replacing the existing line with PVC pipe of equal size in same location, or

relocating the line out of the roadway as needed due to conflicts.

3. LANDSCAPING

We will utilize a subconsultant, Rundell Ernstberger Associates (REA) for landscaping services for this project. See REA's attached proposal dated February 5, 2024 for details of this function.

4. REGULATORY SUBMITTALS & BIDDING PHASE

It is anticipated the construction of the project will disturb more than one acre of ground and therefore an Indiana Department of Environmental Management (IDEM) Construction Stormwater General Permit (CSGP) Notice of Intent will be required. CrossRoad will prepare a Storm Water Pollution Prevention Plan, submittal of public notice, and permit application forms. No other permits are anticipated to be required. Also, this phase will include the preparation of an Engineer's Estimate for the overall project, as well as the necessary administrative services required for compiling bid documents and facilitating and reviewing the public bid of the project. REA shall assist as discussed in their attached proposal. CrossRoad Engineers will not be responsible for any payments relating to permit applications. This phase does not include the acquisition of any construction or building permits through any agency as permitting shall be the responsibility of the selected contractor.

5. RIGHT OF WAY ENGINEERING

CONSULTANT shall perform Right of Way Engineering work consisting of preparing right of way plans, property plats, and legal descriptions for those right of way parcels that need to be acquired for the project. There are expected to be 4 parcels of land to be acquired, including 3 total takes. This effort also includes a 20-year title research for the permanent right of way to be acquired. All of this work will be completed in accordance with the Right of Way Engineering Procedure Manual, hereinafter called the MANUAL, 865 I.A.C. 1-12.

6. RIGHT OF WAY ACQUISITION SERVICES

This work includes the management and all of the activities necessary to procure the required parcels of right of way. These activities include the appraisals, buying of right of way, right of way management, relocation services, and RW staking. Also, transfer documents will be prepared and recorded. If requested, the proposed right of way will be field staked.

7. SPECIAL INVESTIGATIONS

In general, this phase shall consist of work that is not covered by the items listed above. Work will be provided on an hourly basis per the attached Hourly Billing Rate.

8. UTILITY COORDINATION

CrossRoad Engineers shall coordinate with the representatives from each of the utility companies having facilities located within the project area. We will communicate any relocation of facilities that may be needed and then review the relocation plans that the utility companies prepare. We will review any reimbursable claims by the utilities and coordinate as necessary. This task does not include work associated with field

locating the vertical depth of any utilities. Although no 'potholing' of facilities is anticipated to be required, it is assumed that the utility companies will be responsible for performing this work on their own facilities. This work shall be in general accordance with INDOT policy and procedures in effect as of the Effective Date of this Agreement. This scope of work only addresses utility coordination through the design process. Utility coordination services during the construction phase will be provided as needed on an hourly basis at current hourly rates.

9. CONSTRUCTION PHASE SERVICES

In general scope of services for this phase include, but are not limited to, answering of general design questions, shop drawing review, completion of construction changes to the plans, and on-site meetings as requested, including pre-construction meetings and pre-final walkthroughs.

10. METHOD FOR PAYMENT OF ENGINEERING FEES

During this work, progress invoices will be prepared for the portions of the work done to date based on the Fee Schedule included with this document as Attachment "A". These invoices will be submitted by the 5th of each month and will become due by the 30th of that same month. Invoices not paid within 30 days after submission to you will accrue interest at a rate of 1.5% per month. Should the City decide to cancel the project at any time, all phases that have been worked on will be invoiced up to that time of project termination.

11. UNDERSTANDINGS

For additional services not covered herein, the work will be performed as authorized by you at a mutually agreed upon rate. Costs incurred due to agency applications for plan review and approval, postage for plan distribution, public notifications, recording fees, and other direct costs shall be invoiced separately as a reimbursable with a 15% administrative charge. Payment for these items will not be the responsibility of CrossRoad Engineers.

We are ready to begin and appreciate your allowing CrossRoad Engineers to design this project for you. If you have any questions, please call me at 317-780-1555 ext. 111.

Sincerely,

CrossRoad Engineers, PC



Mark A. Beck, PE
Vice-President

ATTACHMENT "A"

FEE SCHEDULE

A.	TRAIL FEASIBILITY STUDY	\$ 15,000
B.	8 TH STREET AND CHRISTIAN AVENUE ROUNDABOUT	
	1. TOPOGRAPHIC SURVEY & ROUTE SURVEY	\$ 49,000
	2. ROAD DESIGN & PLAN PREPARATION	\$ 151,000
	3. LANDSCAPING ⁽¹⁾	\$ 40,500
	4. REGULATORY SUBMITTALS AND BIDDING PHASE ⁽¹⁾	\$ 12,400
	5. R/W ENGINEERING	\$ 15,400
	• 4 Parcels @ \$3,850 each	
	6. RIGHT OF WAY ACQUISITION SERVICES	\$ 91,280
	• Residential Short Form Appraisals: 6 @ \$4,720 each	
	• Residential Long Form Appraisals: 2 @ \$6,650 each	
	• Buying: 4 @ \$2,660 each	
	• RW Management: 4 @ \$1,600 each	
	• Relocations: 6 @ \$4,770 each	
	• Payment Processing & Deed Recordings: 4 @ \$200 each	
	• RW Stakings: 4 @ \$800 each	
	7. SPECIAL INVESTIGATIONS	\$ 20,000
	8. UTILITY COORDINATION	\$ 18,000
	9. CONST. PHASE SERVICES	\$ 23,000 ⁽¹⁾
	TOTAL ESTIMATED PROJECT FEE	\$ 435,580

Our Total Estimated Project Fee is divided into the above work components for billing purposes. Design Fees are hourly unless otherwise noted.

⁽¹⁾ We will utilize a subconsultant (REA) for a portion of this task.



HOURLY BILLING RATES

PERSONNEL CLASSIFICATION

HOURLY RATE

DESIGN

Director	\$	182.00
Senior Project Manager		160.00
Project Manager		143.00
Project Engineer		127.00
Assistant Project Engineer		110.00
CADD Manager		127.00
CADD Technician		110.00
Assistant CADD Technician		94.00
R/W Manager		160.00
R/W Appraiser		160.00
R/W Buyer		160.00

INSPECTION

Director	\$	182.00
Senior Project Manager		160.00
Senior Resident Project Representative		152.00
Resident Project Representative		143.00
Asst Resident Project Representative		132.00
Project Inspector		127.00
Assistant Project Inspector		90.00

SURVEY

Survey Manager	\$	160.00
Assistant Survey Manager		135.00
Survey Crew - 1 Person		132.00
Crew Chief		110.00
Field Person		88.00
Researcher		99.00
Survey Technician		110.00

MISCELLANEOUS

Mileage (per mile)	Current IRS Rate
Other Direct Costs	at cost +15%

Rates Effective through December 2024

CROSSROAD ENGINEERS, PC

RUNDELL ERNSTBERGER ASSOCIATES

Mr. William Hall II, PE
Principal
CrossRoad Engineers, PC
6280 N. Shadeland Ave. Ste A
Indianapolis, IN 46220

**Re: 8th Street and Christian Avenue Improvements | Noblesville, IN
Landscape and Hardscape Design Services**

5 February 2024

Dear Willie:

Rundell Ernstberger Associates (REA) is pleased to respond to your request for a proposal to provide professional design services for the planned 8th Street and Christian Avenue Improvement project in Noblesville, Indiana. We appreciate the opportunity to continue our work with CrossRoad Engineers to further enhance the City of Noblesville. The following proposal outlines our understanding of the project scope, design services, estimated timeline, and proposed fees.



PROJECT UNDERSTANDING

Based on our discussions, we have the following understanding of the project:

1. CrossRoad Engineers seeks professional landscape design services from REA associated with a planned renovation of Christian Avenue between 8th Street and 10th Street in Noblesville, IN. A new roundabout is proposed for the intersection of Christian Avenue and 8th Street.
2. As a part of the ongoing Noblesville Alternative Transportation Plan and Nickel Plate Trail Master Plan process with the city's Planning Department, REA has proposed a conceptual layout which would utilize a boulevard design (utilizing 7th Street, 8th Street, and the Nickel Plate Trail) in place of the proposed roundabout at the intersection of Christian Avenue and 8th Street. As a part of the schematic design for this project, the city would like to evaluate inclusion of this concept, or components from the concept, into a schematic option which addresses the city's criteria for design and accommodation of vehicular traffic along with bicycle and pedestrian traffic along the Nickel Plate Trail.
3. REA's services will be provided as a subconsultant to CrossRoad Engineers, who will be the lead consultant for the city. REA will utilize the services of Hines, Inc. for Irrigation Design if applicable.
4. REA's project scope will include hardscape and softscape. Landscape plans and details of the street corridor is anticipated to include tree lawns with street trees and ground plane plantings, street trees in tree grates, silva cells and/or CU Structural soils, selection and location of tree up-lights and electrical receptacles, and irrigation. Hardscape plans and details of the street corridor are anticipated to include sidewalk pavements, curb ramps, crosswalks, and monument markers. Roadway design will be by CrossRoad Engineers and will include roundabout design, intersection design, road layout, curb, and driveway cuts.
5. REA's services will include Preliminary Plans, Construction Documents, Bidding, and Construction Administration.
6. REA's deliverables are anticipated to include planting plans and details, soil plans, irrigation plans, details for tree grates, curb ramps, crosswalks, monument markers, and associated technical specifications, pay items, and cost estimate. Streetscape layout, grading, drainage, utility, electrical plans, intersection, and drive cut details will be by CrossRoad Engineers. Street furnishing selections, layout, and details will be included in REA's scope of work.

7. REA will participate in meetings with Noblesville Engineering for the development of the hardscape and softscape design. REA will also provide construction administration services for approval of plant materials, submittals, and site observation.
8. It is also anticipated that REA will include in our scope of work layout and routing of the Nickel Plate Trail from 8th Street to 10th Street along Carbon Street. This is identified in the Active Transportation Plan as a potential connection to the existing Nickel Plate Trail along 8th Street.
9. A project construction budget has not yet been identified. CrossRoad Engineers has prepared a preliminary project estimate but an estimate for the hardscape and softscape scope of work has not been prepared.
10. CrossRoad Engineers will provide REA with any relevant plans, surveys, or studies needed to perform our services. REA will rely upon the accuracy of these documents.
11. We anticipate approximately four to five (4-5) months to complete design services. Based on our discussions we anticipate notice to proceed with design services in late Spring/early Summer 2024, completion of design in fall of 2024, and construction start in Spring 2025.



SCOPE OF SERVICES

Based on the above project understanding, REA proposes the following scope of services:

1. **Schematic Design (30% Plans):** Upon receipt of Notice to Proceed, REA will meet with the project design and development team to evaluate conceptual layout options for the 8th Street and Christian Avenue intersection along with a master plan level analysis of impact to the Nickel Plate Trail Master Plan design. Upon development of conceptual layouts, the team will confirm the site design program and landscape scope of work. Based on the direction developed from this meeting, REA will utilize the provided survey and base plans to prepare preliminary options for the streetscape design. REA will review the preliminary options with the project team/client to determine a preferred schematic design option and site design features. REA will prepare a final Schematic Design plan for the project site design components. Our services will include three (3) project team coordination/progress meetings during this phase of work.
2. **Design Development (60% Plans):** Upon approval of the Schematic Design plan, REA will prepare Design Development documents to include preliminary site landscape plans and details, monument markers and preliminary lighting and power outlet locations. Preliminary site demolition, erosion control, layout, grading, drainage, utility, and electrical plans and details will be by others. REA will also prepare a table of contents for anticipated technical specifications and assist with the development of a preliminary construction cost opinion to include pay items and associated costs. REA will submit Design Development documents to CrossRoad for incorporation into the overall DD plan set. Our services will include a total of two (2) project team/client coordination/progress meetings during the Design Development stage. We anticipate one (1) review submittal during this stage.
3. **Construction Documents (100% Plans):** Upon approval of the Design Development documents, REA will prepare a final construction document package that will include construction drawings and technical specifications. The construction drawings will include site landscape plans, monument markers and details. Site demolition, erosion control, layout, grading, drainage, utility, and electrical plans and details will be by others. REA will also prepare technical specifications for the project components under our design responsibility; front end, Division 0, Division 1 specifications will be by others. REA will assist with the development of the final construction cost opinion. REA will provide CrossRoad with our final drawings and specifications for bidding/pricing

of the project. Our services will include a total of two (2) project team coordination/progress meetings during the Construction Documents stage. We anticipate One (1) review submittal at 90% complete. REA's services include the preparation of documentation for a single bid package.

4. **Permitting/Approvals:** Permitting services will be provided by others.
5. **Bidding/Pricing:** During the bidding/pricing stage, REA will assist in addressing contractor questions, preparing addenda, and issuing clarifications as necessary for items related to our design responsibility.
6. **Construction Administration:** Once a construction contract has been awarded, REA will provide construction administration services on an hourly/as needed basis. Our services include attending up to three (3) construction progress meetings/site visits, including the final walk through. During these site visits, REA will observe construction activities, respond to any questions, and provide any needed direction. REA will also prepare and submit a brief field report for each site visit to CrossRoad. REA will review submittals and respond to RFI's / ASI's related to items under our design responsibility, including the review and approval of plant materials and shop drawings of monument markers. If requested, REA will assist in the preparation of a substantial completion punch list. We anticipate a construction period of approximately 2 months for items related to our design responsibility.



SCHEDULE

We anticipate the following preliminary timeline for completion of the above services, dependent upon City and agency review and approval timeline.

Task	Duration
Notice to Proceed	TBD
Schematic Design	1.5 month
Design Development	2 months
Construction Documents	2 months
Bidding	1 month
Construction Administration	3 months

COMPENSATION

Based on the services and schedule described above, REA proposes an anticipated fee of \$54,500.00. Anticipated fees for each phase are illustrated below and will be invoiced on an hourly basis.

Phase of Design	REA	HINES	Total
Schematic Design (30%)	\$9,000.00	\$0	\$9,000.00
Design Development (60%)	\$10,000.00	\$2,500.00	\$12,500.00
Construction Documents (100%)	\$15,500.00	\$3,500.00	\$19,000.00
Bidding	\$500.00	\$500.00	\$1,000.00
Construction Administration	\$10,000.00	\$2,000.00	\$12,000.00
Expenses	\$500.00	\$500.00	\$1,000.00
Total	\$45,500.00	\$9,000.00	\$54,500.00

- Services will be billed monthly on an hourly basis plus reimbursable expenses with payment due 30 days from the date of the invoice. Fees will not be exceeded without prior written approval from CrossRoad Engineers.

- Additional services requested beyond those specified herein will be billed per REA's standard hourly rates in effect at the time services are rendered, or on a negotiated fee basis. Such services will be performed only when authorized in writing by CrossRoad Engineers.
- All project documents and submittals, including final bid documents, will be prepared and submitted electronically; no hard copy printing or reproductions are included.

ADDITIONAL SERVICES

The following services are not included in the above scope of work and fee for this project. If required, these services shall be provided if authorized through an approved amendment of this agreement by the City. Additional services will be billed at our standard hourly rates or on a negotiated fee basis.

- Field surveying or geotechnical studies
- Site civil, MEP, or structural services
- Design of audio, video, Wi-Fi, and security systems
- Design of signage, site furnishings, lighting
- Specialty consultants beyond those indicated herein
- Preparation of documentation and reporting for LEED or other certification programs
- Attendance at and performance of notification for public hearings
- Site permitting services
- Changes to the project design, documents, or scope of work after receipt of approval for each stage of design
- Significant additions or deletions to the stated project scope of work or construction budget
- Owner-initiated changes in the scope of work after commencement of construction documents or during the construction period
- Extensive delays in the project timeline due to conditions beyond the control of REA
- Preparation of additional site design concepts
- Preparation of Bid Alternates and Bid Packages beyond those specified herein
- Preparation of as-built or record documents
- Construction Administration services beyond those specified herein
- Project illustrations, renderings, or 3D models



Willie, if the terms of this proposal are agreeable to you, your signature below will constitute a satisfactory form agreement between Rundell Ernstberger Associates, Inc. and CrossRoad Engineers, PC. Please return one (1) signed original to this office. Should you elect to execute a different form of agreement, please attach a copy of this letter as an exhibit.

Thank you for the opportunity to collaborate with you on this project!

Respectfully,

A handwritten signature in black ink, appearing to read 'Tricia McClellan', written over a light blue horizontal line.

Tricia McClellan, PLA
PARTNER

RUNDELL ERNSTBERGER ASSOCIATES

URBAN DESIGN / PLANNING / LANDSCAPE ARCHITECTURE
618 EAST MARKET STREET / INDIANAPOLIS, INDIANA 46202
P 502.216.0179 / REASITE.COM

Attachments: REA Standard Hourly Rate Schedule

Accepted: CROSSROAD ENGINEERS, PC

By: _____

Date: _____



RUNDELL ERNSTBERGER ASSOCIATES

Standard Fee and Reimbursement Schedule

Effective August 2023

Rates indicated are subject to semi-annual review and revision.

Professional and Technical Staff

Partner	\$230.00/hour
Senior Project Manager	\$195.00/hour
Associate Landscape Architect	\$175.00/hour
Landscape Architect	\$150.00/hour
Urban Designer	\$150.00/hour
Senior Planner	\$190.00/hour
Associate Planner	\$175.00/hour
Planner	\$155.00/hour
Technical Staff (Graduate LA/Planner)	\$125.00/hour
Civil Engineer I	\$185.00/hour
Construction Inspection Manager	\$130.00/hour
Construction Inspection Field Technician	\$110.00/hour
Administrative	\$90.00/hour



A surcharge of fifty percent (50%) will be added to hourly rates for expert witness testimony and/or for participation at hearings, depositions, etc.

Reimbursable Expenses

Mileage	Standard mileage rate
Travel, Lodging, and Meals	Cost
Postage, Handling, etc.	Cost
Printing/Copies/Reproductions	Cost
Materials	Cost + 5%
Equipment Rental	Cost + 5%
Subcontract Services	Cost + 5%

Invoices

Invoicing and payment schedule are detailed in the contract. Balances remaining unpaid after thirty (30) days are subject to a monthly finance charge of 1.5% (18% annually) until paid.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. Broad Form Named Insured**
- B. Employees As Insureds**
- C. Blanket Additional Insured**
- D. Blanket Waiver Of Subrogation**
- E. Employee Hired Autos**
- F. Fellow Employee Coverage**
- G. Auto Loan Lease Gap Coverage**
- H. Glass Repair – Waiver Of Deductible**
- I. Personal Effects Coverage**
- J. Hired Auto Physical Damage Coverage**
- K. Hired Auto Physical Damage – Loss Of Use**
- L. Hired Car – Worldwide Coverage**
- M. Temporary Transportation Expenses**
- N. Amended Bodily Injury Definition – Mental Anguish**
- O. Airbag Coverage**
- P. Amended Insured Contract Definition – Railroad Easement**
- Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound**
- R. Notice Of And Knowledge Of Occurrence**
- S. Unintentional Errors Or Omissions**
- T. Towing Coverage**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any “employee” of yours is an “insured” while using a covered “auto” you don't own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs is an “insured” for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out

of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

An “employee” of yours is an “insured” while operating an “auto” hired or rented under a contract or agreement in that “employee's” name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:

(1) Any covered “auto” you lease, hire, rent or borrow; and

(2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee's” name, with your permission, while performing duties related to the conduct of your business. However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total “loss” to a covered “auto” shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto”, less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the “loss”;

- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
- c. Security deposits not returned by the lessor;
- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

H. Glass Repair – Waiver Of Deductible

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible for a covered “auto” will apply to glass damage if the glass is repaired rather than replaced.

I. Personal Effects Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

c. Personal Effects Coverage

In the event of a total theft loss of your covered “auto” we will pay up to \$400 for “loss” to wearing apparel and other personal effects which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto”;

No deductible applies to Personal Effects Coverage.

J. Hired Auto Physical Damage Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

d. Hired Auto Physical Damage Coverage

If hired “autos” are covered “autos” for Liability Coverage and this policy also provides Physical Damage Coverage for an owned “auto”, then the Physical Damage Coverage is extended to “autos” that you hire, rent or borrow subject to the following:

- (1) The most we will pay for “loss” in any one “accident” to a hired, rented or borrowed “auto” is the lesser of:
 - (a) \$60,000
 - (b) The actual cash value of the damaged or stolen property as of the time of the “loss”; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- (2) An adjustment for depreciation and physical condition will be made in the event of a total “loss”.
- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned auto will apply.
- (5) This Coverage Extension will not apply to:
 - (a) Any “auto” that is hired, rented or borrowed with a driver; or
 - (b) Any “auto” that is hired, rented or borrowed from your “employee”.

K. Hired Auto Physical Damage – Loss Of Use

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

- e. We will pay sums which you legally must pay to the lessor of a covered “auto” which you have leased without a driver for thirty (30) days or less for the lessor’s loss of use of the covered “auto”, provided:
 - (1) This insurance provides comprehensive, specified causes of loss or collision covered on the covered “auto”;
 - (2) The loss of use results from the covered “auto” being damaged in an “accident” while you are leasing it.

We will pay up to a maximum limit of \$1,500 for this covered extension.

L. Hired Car – Worldwide Coverage

The following is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions:**

f. Hired Car – Worldwide Coverage

- (1) We will pay all sums an “insured” legally must pay as damages because of “bodily injury” or “property damage” to which this insurance applies, caused by an “accident” which occurs outside of the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the maintenance, or use of any covered “auto” of the private passenger type you lease, hire, rent or borrow without a driver for thirty (30) days or less.
- (2) With respect to any claim made or “suit” instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:

(a) You shall undertake the investigation, settlement and defense of such claims and “suits” and keep us advised of all proceedings and actions.

(b) You will not make any settlement without our consent.

(c) We will reimburse you:

(i) For the amount of damages because of liability imposed upon you by law on account of “bodily injury” or “property damage” to which this insurance applies, and

(ii) For all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or “suits”. Reimbursement for expenses will be part of the Limit of Insurance for liability coverage shown in the Business Auto Coverage Declarations, and not in addition to such limits.

(3) The limit of Insurance for Liability Coverage shown in the Business Auto Coverage Declarations is the most we will reimburse you for the sum of all damages imposed on you, as set forth in paragraph 2.c. above, and all expenses incurred by you arising out of any single “accident” or “loss”.

(4) You must maintain the greater of the following primary auto liability insurance limits:

(a) Compulsory admitted insurance with limits required to be in force to satisfy the legal requirements of the jurisdiction where the accident occurs; or

(b) Insurance limits required by law and issued by a government entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the “accident” occurs; or

(c) Auto liability insurance limits of at least \$300,000 combined single limit or \$100,000 per person/\$300,000 per accident Bodily Injury, \$100,000 Property Damage.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a “loss”, we will pay only to the extent that we would have been liable had you so complied.

(5) The insurance provided by this coverage extension is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

M. Temporary Transportation Expenses

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, subparagraph **a. Transportation Expenses** is deleted and replaced by the following:

a. Transportation Expenses

(1) We will pay up to a maximum of \$1,500 for temporary transportation expense incurred by you because of Physical Damage to a covered “auto”.

(2) We will pay only for those covered “autos” for which you carry Comprehensive, Collision or Specified Case of Loss Coverage.

(3) We will pay only for those expenses incurred by you during the period of time that begins twenty-four (24) hours after the covered “loss” and ends at the time when the covered “auto” can be reasonably repaired or replaced.

(4) This coverage does not apply while there are spare or reserve “autos” available to you for your operations.

N. Amended Bodily Injury Definition – Mental Anguish

The following is added to **SECTION V – DEFINITIONS, Definition C.**:

“Bodily injury” also includes mental anguish, but only when the mental anguish arises from other bodily injury, sickness or disease.

O. Airbag Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions 3.a.**:

However, this exclusion will not apply to accidental discharge of an airbag due to mechanical or electrical breakdown.

P. Amended Insured Contract Definition – Railroad Easement

SECTION V – DEFINITIONS paragraph H. “Insured contact” is modified as follows:

1. Paragraph H.3. is replaced by the following:

3. Any easement or license agreement.

2. Paragraph H.6.a. is deleted.

Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound

SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions, exception paragraph a. to exclusion 4.c. and 4.d. is deleted and replaced with the following:

- a. Equipment and accessories used with such equipment, except for tapes, records, discs or other electronic media device, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from the housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "autos" electrical system, in or upon the covered "autos"; or

R. Notice Of And Knowledge Of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim Suit Or Loss, subparagraph a. is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured person and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;

- (2) A partner if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

S. Unintentional Errors Or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment Misrepresentation Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

T. Towing Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing, is deleted and replaced by the following:

- 2. We will pay up to \$750 for towing and labor costs incurred each time a covered "auto" is disabled due to a covered cause of loss. However:
 - a. All labor must be performed at the place of disablement; and
 - b. If the covered auto is a private passenger type no deductible applies; and
 - c. If the covered auto is not of the private passenger type our obligation to pay will be reduced by a \$250 deductible per disablement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

(This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10-25-2023
Insured
CrossRoad Engineers, PC
Insurance Company
RLI Insurance Company

Policy No.
PSW0005322

Endorsement No.
Premium 9249.77

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR DESIGN PROFESSIONALS EXCESS LIABILITY ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. General Aggregate Limit – Per Project Or Per Location
- B. Additional Insured – Primary/Non-contributory
- C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

A. General Aggregate Limit – Per Project Or Per Location

Paragraph 2.a. of C. Limits of Liability of SECTION I – INSURING AGREEMENT is deleted and replaced by the following:

- a. The limit of liability stated in the Declarations as general aggregate is the most we will pay during each policy period for all ultimate net loss, except ultimate net loss because of:
 - (1) injury and damage included in the products-completed operations hazard or;
 - (2) any coverage included in **underlying insurance** to which no underlying aggregate applies.

The general aggregate applies separately to each of your “projects” away from premises owned by or occupied by you or to each of your locations owned by or occupied by you.

“Projects” mean an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each “project” at the same “location” shall be considered a single “project”.

For the purposes of this provision, “location” means

- (1) premises involving the same or connecting lots;
- (2) premises where connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad; or

- (3) premises where operations are performed in sections, stages or phases as a continuation of the same contract or agreement, even if the premises do not involve connecting lots.

B. Additional Insured – Primary/Non-contributory

Paragraph K. Other Insurance of SECTION IV – CONDITIONS is deleted and replaced by the following:

K. Other Insurance

If other insurance, whether collectible or not, is available to the insured covering a loss also covered by this policy, the insurance afforded by this policy shall be in excess of, and shall not contribute with, such other insurance. However, if the **underlying insurance** provides coverage to an additional insured on a primary basis, or a primary and non-contributory basis, this insurance shall be available to such additional insured on an excess basis over the underlying insurance. We will not share with other insurance which covers such additional insured as a named insured.

C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Paragraph L. Subrogation of SECTION IV – CONDITIONS is deleted and replaced by the following:

L. Subrogation

In the event of any payment under this policy, the insured must notify us of any of the insured's rights of recovery against any person or organization. We shall be subrogated to all such rights. The insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights. However we waive any rights of recovery we may have against any person or organization if the **underlying insurance** also waives such rights.

Any amount recovered through subrogation or otherwise shall be apportioned in the inverse order of payment of the claim or claims involved to the extent of actual payment thereof by all interests. The expenses of all such recoveries and proceedings in connection therewith shall be apportioned in the ratio of respective recoveries. With respect to proceedings conducted solely by us, if there is no recovery, we will bear the expense thereof. If there is a recovery, we shall be reimbursed in full from such recovery for the amount of all expenses incurred by us before apportionment of such recovery as herein provided.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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

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

**FEDERAL EXCISE TAX EXEMPT
356001141**

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

PURCHASE ORDER NO. 240114

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

SHIP TO:

TO
**VENDOR # 9493
CROSSROAD ENGINEERS PC
115 N 17TH AVENUE
BEECH GROVE IN 46107**


ATTN:

DATE 02/21/2024	DEPARTMENT ENGINEERING		SHIP TO ARRIVE BY			
APPROPRIATION NUMBER	QUANTITY	UNIT	DESCRIPTION	PROJECT #	UNIT PRICE	AMOUNT
251026313.100	1.0		PROFESSIONAL SERVICES-8TH & CHRISTIAN	026.2302	250000.00	250000.00

SHIP VIA	TOTAL 250000.00
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SHIPPING INSTRUCTIONS
 * SHIP PREPAID
 * C.O.D. SHIPMENTS CANNOT BE ACCEPTED
 * PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS.
 * THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENTAL THERETO.

PAYMENT
 * A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED.
 * I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY 
 TITLE CONTROLLER

Funding Verification/Encumbrance Request Form

Date to be submitted to BoW / Park Board: 2/27/24 (put N/A if not submitting to BoW/Park Board)

Vendor name: Crossroad Engineers, PC

Vendor Address: 115 N 17th Ave, Beech Grove, IN 46107

Brief description of purchase: Professional Services - 8th & Christian Intersection Improvements

Source of Funding:

- Current Year Operational Budget
- Subsequent Year Operational Budget ¹
- Loan or debt proceeds
- Non-Appropriated Fund
- Funding not yet finalized (attach explanation) ²:

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

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

Fund #	251
Department #	026
Project # (NA if no project #)	026.2302

	Expense Object #	Amount
#1	313.100	\$ 250,000.00
#2		
#3		
#4		
#5		

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

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

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

Department Director

[Signature]
(Signature)

MELISSA KRUPSKI
(Printed Name)

2/16/24
(Date)

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

FOR OFFICE OF FINANCE AND ACCOUNTING USE ONLY

OFA Action Taken	
<input type="checkbox"/> Purchase Order Created	PO # (if applicable): <u>240114</u>
<input checked="" type="checkbox"/> Reviewed Availability of funds (Contract/Purchase of over \$50k or paid with debt proceeds only)	
OFA Signature: <u>[Signature]</u>	
<input type="checkbox"/> No Action Taken (Department should still include this form in purchase/contract approval submission)	
Comments: _____	
Initials: <u>HT</u>	Date: <u>2/21/24</u>