

TO: NOBLESVILLE BOARD OF PUBLIC WORKS AND SAFETY
FROM: ANDREW RODEWALD, PROJECT MANAGER, ENGINEERING
SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH USI CONSULTANTS FOR BODEN ROAD SEGMENT THREE DESIGN (EN-338-12)
DATE: FEBRUARY 27, 2024

The City entered into agreement with USI Consultants for preliminary design of the Boden Road corridor, from Greenfield Avenue to SR 38, in late 2020. The intent was to establish roadway and storm sewer layout in preparation for future development. Since that time, multiple grant applications have been submitted in order to fund various portions of the project. To date, the roundabout at 156th Street has been completed, and funding for a roundabout at 166th Street received through INDOT. Furthermore, INDOT will be constructing a roundabout at SR 38 in 2024. Thus, all intersections along the corridor are programmed.

As the segment between the intersections of 166th Street and SR 38 is relatively short, and its alignment is not ideal for being built while maintaining traffic, it is being moved forward in priority. The intent is that the segment ("Segment 3") will be constructed using local funds at the same time that the roundabout at 166th Street is built using INDOT funds in 2026. Thus, this design contract will be expedited to get to full design from its current preliminary status.

The attached professional services agreement with USI Consultants will allow them to pick up from where the previous design left off, and take the project to final design and eventual bid.

I recommend the Board of Public Works approve the professional services agreement with USI Consultants for Boden Road Segment Three design (EN-338-12).

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 **USI CONSULTANTS, INC.**, (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 **Attachment A, B, C, and D**, 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 **Attachment 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 31, 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 **Attachment A**. The Contractor shall receive payment for the work performed under this Agreement as

set forth in Attachment "D", which is attached to this Agreement, and incorporated herein by reference. Compensation shall not exceed: Four hundred ninety-nine thousand and nine hundred forty dollars (\$499,940.00).

SECTION V. GENERAL PROVISIONS

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

parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor's possession or control. Any loss or damage shall be restored at Contractor's expense. City shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

5.6 Insurance.

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

A. Commercial General Liability

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

B. Auto Liability

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

C. Workers Compensation and Employer's Liability

As required by Indiana law.

D. Professional/Errors & Omissions Liability

Limits of Liability	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate

All coverage provided above shall be endorsed to include the City as an additional insured except for the Worker's Compensation / Employer's Liability and Professional/Errors & Omissions policy.

5.7 Termination for Cause or Convenience.

5.7.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor's default.

5.7.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Contractor's compensation shall be equitably adjusted.

5.7.3 Upon receipt of notice of termination for default or for City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.

5.7.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 5.8.1 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

5.8 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

5.9 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its board, agents and employees of any of them (“Indemnitees”) from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees and court costs and other expenses, to the extent caused by the negligent acts, errors, or omissions by the Contractor. 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:
USI Consultants, Inc.
8415 E. 56th Street
Indianapolis, IN 46216
accounting@usiconsultants.com

To City:
City of Noblesville
Attn: Economic Development
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. 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 exercise the standard of care 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.
- 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 5.24, 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 5.24, Contractor may terminate its contract with the subcontractor for such violation.
- 5.23.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Contractor's enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.

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

USI Consultants, Inc. ("Contractor")

By: 

Date: 2/15/2024

Printed: Philip D Beer II, PE, PS, FACEC

Title: President

Approved by the Board of Public Works and Safety of the City of Noblesville this 27th
day of February 20224

JACK MARTIN, PRESIDENT

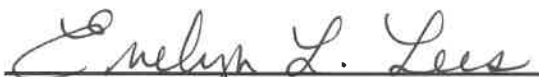

JOHN DITSLEAR, MEMBER


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): USI Consultants, Inc.

By (Written Signature) 

(Printed Name): Philip D Beer II, PE, PS, FACEC

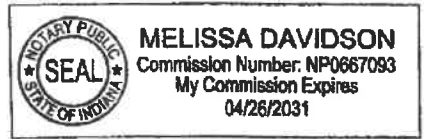
(Title): President

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana

COUNTY OF Marion

SS:



Subscribed and sworn to before me this 20th day of December,
2023.

My commission expires: 04/26/2031 (Signed) 

a. Residing in Madison County, State of Indiana

APPENDIX "A"

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 (INDOT or Department) and Federal Highway Administration (FHWA).

General Project Scope No. 1

The general project scope of this portion of the agreement is to perform an engineering assessment for two crossings under or over Boden Road; both will be between 156th Street and 166th Street.

The CONSULTANT shall be responsible for performing the following activities:

- TASK 1. Engineering Assessment

General Project Scope No. 2

The general project scope of this portion of the agreement includes the final design, plan development, environmental permitting, utility coordination, and real estate services for the road reconstruction and widening of Boden Road between 166th Street and State Road 38, including the roundabout at 166th Street and State Road 38. The scope assumes utilizing the previously completed survey and 40% preliminary roadway design to develop a locally funded Road Reconstruction and Widening project for Boden Road between 166th Street and State Road 38.

The CONSULTANT shall be responsible for performing the following activities:

- TASK 2. Additional Topographic Survey Data Collection
- TASK 3. Design and Plan Development
- TASK 4. INDOT Permit, Coordination, and Other Meetings
- TASK 5. Utility and Railroad Coordination
- TASK 6. Waters of the US Report
- TASK 7. Environmental Permitting
- TASK 8. Special Investigations including SUE (if needed)
- TASK 9. Right of Way Plan Development
- TASK 10. Real Estate Services
- TASK 11. Construction Phase Services
- TASK 12. Excluded Services

PROJECT SCOPE NO. 1**TASK 1. ENGINEERING ASSESSMENT – BODEN ROAD CROSSINGS BETWEEN 156th STREET AND 166th STREET**

The CONSULTANT shall prepare an Engineering Assessment evaluating the cost of two underpasses or overpasses across Boden Road between 156th Street and 166th Street in accordance with the INDOT “Engineering Assessment Manual” (Sept., 2018) for additional information. One crossing will be closer to 156th Street and the other crossing will be closer to 166th Street.

The report will be written as a compilation of primarily technical engineering features of the project, describing, among other special circumstances:

- (a) site conditions
- (b) status or level of performance for physical infrastructure or service (depending on project type)
- (c) problem to be addressed (need)
- (d) alternative solutions targeting the performance problem
- (e) discussion of cost and positive effect on performance of treatment alternatives
- (f) statement suggesting the apparent most cost-effective solution.

The report is typically made up of written description, and supporting tables/charts and sketch-plan engineering drawings. It represents a preliminary improvement plan, outlining primary features of the project (corrective measures), at a level of refinement suitable to enable design development to proceed. The procurement of essential data and analysis shall be limited to no more than necessary to reach an informed decision, and the associated report shall document the critical elements of this phase clearly and as concisely as practicable to serve downstream project purposes. See the INDOT “Engineering Assessment Manual” (Sept, 2018) for additional information.

The report is expected to define essential engineering elements of the proposal, addressing the applicable following items: proposal’s construction limits and lengths; traffic data (typically supplied by LPA) and traffic capacity (level-of-service, operational) analyses utilizing the Highway Capacity Manual, with emphasis on the proposed recommendation; crash data (supplied by LPA) and analysis; applicable engineering standards and guidelines, notably design classifications and related controlling criteria; typical and special cross-sections; proposed horizontal and vertical alignments, where appropriate to convey the proposal; proposal's plan view superimposed over aerial photographic base maps, and, in select cases, over topographic mapping or other underlying image (aerial images will normally be supplied by LPA); where relevant, the access control plan (i.e., location of interchanges, collector-distributors, grade-separations, crossroad extensions and rerouting, local service roads, route transfers); interchange and intersection configurations if applicable; multimodal elements (e.g., grade separations for railroads and pedestrian/bicyclist paths); preliminary hydraulic data and recommendations; traffic signal, sign, and lighting elements; construction, right-of-way, and design engineering cost estimates, and other features of engineering economic analysis; right-of-way limits and impacts (width, area, type, relocations, parcels, etc.); survey requirements (coverage) for subsequent design activities; construction phasing scheme if necessary; provisional strategy for maintenance of traffic during construction; compatibility with other state and local transportation projects and long-range plans; social, economic, and environmental issues apparent at the engineering assessment phase; and all other relevant civil/transportation engineering issues.

PROJECT SCOPE NO. 2

TASK 2. ADDITIONAL TOPOGRAPHIC SURVEY DATA COLLECTION

The CONSULTANT shall provide topographic survey of the newly constructed roundabout at Boden Road and State Road 38. This will be amended into the previously developed topographic survey.

The CONSULTANT shall re-verify deeds of record, subdivision plats, survey plats, section corner location information, highway plans, and commissioners' records for all properties within the project limits. The CONSULTANT's survey shall be in accordance with I.C. 25-21.5; 865 I.A.C. 1-12; and the INDOT Design Manual (IDM) which is available online on the INDOT website, and which is incorporated by reference. If there is any conflict between I.C. 25-21.5, 865 I.A.C. 1-12, or the INDOT Design Manual, the order of precedence shall be:

- A. I.C. 25-21.5
- B. 865 I.A.C. 1-12
- C. INDOT Design Manual

Deliverables: If requested, the CONSULTANT will provide LPA with all survey information relative to the project, including a survey book.

TASK 3. ROAD DESIGN AND PLAN DEVELOPMENT

The CONSULTANT shall utilize the existing 40% corridor preliminary roadway design to develop preliminary plans, an economic analysis with proposed economic alternatives and preliminary estimates of cost, adjusted to meet accepted standards and processes for locally-funded projects and in accordance with the Indiana Manual on Uniform Traffic control Devices (IMUTCD), Standard Specifications, Standard Drawings, Recurring Special Provisions and Plan Details, Special Provision Technical Advisories, Design Memorandums and the Indiana Design Manual (IDM). Such preliminary plans and economic analyses shall be developed to the point required to fulfill the requirements for a Preliminary Field Check (PFC).

The CONSULTANT shall prepare Design Exceptions as described in the IDM when reduced project elements are appropriate. Design Exceptions shall be supported by Performance Based Practical Design (PBPD) documentation when requested.

Following completion of the PFC and approval of the Environmental Document, the CONSULTANT shall develop the Stage 3 design including contract plans, special provisions for the specifications and updated cost estimates for the construction of the project. The CONSULTANT shall prepare Unique Special Provisions as described in IDM Chapters 14 & 19. The cost estimate and unit prices for construction shall be prepared according to INDOT's current practices and shall include all items of work required for the complete construction of the work, including temporary work.

The CONSULTANT shall arrange and attend such conferences with officials of the LPA and other interested agencies, as required. The CONSULTANT shall prepare presentation materials for meetings and shall prepare and distribute minutes. Meetings shall include, but shall not be limited to:

- A. Field Checks – The CONSULTANT shall arrange and attend the preliminary field check and final field check, if necessary. The CONSULTANT shall prepare the field check notification letter and distribute it along with plans.

- B. Quarterly Report Meetings – The CONSULTANT shall review quarterly reports, provide updates and attend quarterly report meetings with the client four times a year if requested to update the client on the project progress and schedule.

The CONSULTANT shall use the City of Noblesville's Typical pavement section. A pavement design will not be performed.

For Final Tracings submittal CONSULTANT shall address Stage 3 comments. The responsible registered professional engineer shall affix his/her seal to all plans, specifications and reports.

The CONSULTANT shall review the contract bid package and identify necessary corrections to the Contract Administration Division.

Project will be paid for utilizing 100% local funds. If it becomes necessary to utilize federal funds, fees for the design shall be negotiated in good faith at the time under a Supplemental Agreement of this contract.

Deliverables: The CONSULTANT shall submit deliverables to LPA and/or, if applicable, INDOT in accordance with the Indiana Design Manual and Appendix C - Schedule.

Public involvement is not anticipated for this project and is not included in the scope. If public involvement becomes necessary, fees shall be negotiated in good faith at the time under a Supplemental Agreement of this contract.

Professional design services by the CONSULTANT for the northern crossing are for a cast-in-place or prefabricated small structure (i.e. corrugated metal pipe, prestressed precast 3 or 4-side concrete box culvert, etc.).

Professional design services by the CONSULTANT for the southern crossing are for a prefabricated small structure (i.e. corrugated metal pipe, prestressed precast 3 or 4-side concrete box culvert, etc.). Structural design of the bridge or small structure superstructure or substructure is not included in this agreement. If structural design of any structural components becomes necessary or is requested by the LOCAL PUBLIC AGENCY, the fees for it shall be negotiated in good faith at the time under a Supplemental Agreement to this contract.

TASK 4. INDOT Permit, Coordination, and Other Meetings

The CONSULTANT shall assist in preparing and submitting a driveway permit application to INDOT, ensuring alignment with INDOT's guidelines and criteria for driveway permits. This task involves:

- Compilation of required documentation, including site plans, impact assessments, and technical reports.
- Submission of the permit application to the appropriate INDOT district office.
- Regular follow-up and communication with INDOT to facilitate permit processing and address any inquiries or concerns.

The CONSULTANT shall ensure that the project is in compliance with INDOT's regulations, standards, and guidelines. This will include:

When necessary, the CONSULTANT shall engage with surrounding business owners and property owners to inform and involve them in the project.

TASK 5. UTILITY COORDINATION SERVICES

The CONSULTANT shall perform utility coordination in accordance with the following:

- A. Utility coordination activities, as presented during Utility Coordinator Certification Training
- B. 105 IAC 13 Utility Facility Relocations on Construction Contracts
- C. Indiana Design Manual (IDM) Chapter 104 Utility Coordination INDOT Accommodation Policy
- D. FHWA Program Guide: Utility Relocation and Accommodation on Federal Aid Highway Projects

The CONSULTANT shall have an INDOT certified Utility Coordinator as part of the project team.

At the start of a project, the CONSULTANT shall develop and thereafter maintain a schedule of activities to deliver the project. The CONSULTANT shall design the project to potentially avoid the relocation of utility facilities when feasible and to minimize the financial impact to the project and to the utilities.

Prior to Stage 2 plans, the CONSULTANT shall report in writing to the LPA which utilities may be relocated and the reason they may be relocated. The CONSULTANT shall complete the following not later than 90 days prior to the contract letting:

- A. Utility relocation work plan
- B. Utility coordination certificate
- C. Utility special provision

The CONSULTANT shall act as a liaison between utility companies, and LPA, answering questions, interpreting plans, and corresponding with utilities.

Reimbursable utility agreements are excluded from the scope of work for this project. If one is required, fees shall be negotiated in good faith at the time under a Supplemental Agreement of this contract.

TASK 6. WATERS OF THE US REPORT

The CONSULTANT shall prepare a Wetland Determination/Delineation and Waters of the U.S. Determination. A field reconnaissance shall be conducted during the growing season, which is typically April 15 through October 15, by a wetland scientist in accordance with the U.S. Army Corps of Engineers Wetland Delineation Manual of January 1987 and the August 2010 Midwest Regional Supplement manual (Version 2.0). A delineation of identified wetland areas shall also be conducted. Identified waterways shall be surveyed to determine if they meet the definition of Waters of the U.S. The CONSULTANT shall submit the report to the USACE for approval and determination.

TASK 7. ENVIRONMENTAL PERMITTING

The CONSULTANT shall assist the LPA in securing the necessary environmental permits by developing permit-compliant drawings, drafting the permit applications, and coordinating, applying for, and tracking the status of the permits until it is received. The CONSULTANT shall assist the LOCAL PUBLIC AGENCY in securing the environmental permits marked with an “x” in the box below:

- Indiana Department of Environmental Management (IDEM) Section 401 Individual Permit
- Indiana Department of Environmental Management (IDEM) Section 401/United States Army Corps of Engineers (USACE) Section 404 Regional General Permit.
- Indiana Department of Environmental Management (IDEM) Section 401/United States Army Corps of Engineers (USACE) Section 404 Nationwide Permit
- Indiana Department of Natural Resources (IDNR) Construction in a Floodway Permit with Replacement-in-Kind Worksheet, excluding hydraulic analysis and modeling
- Indiana Department of Natural Resources (IDNR) Construction in a Floodway Permit including hydraulic analysis and modeling
- IDEM Construction Stormwater General Permit (Formally Rule 5)
- County Regulated Drainage Permit
- Federal Aviation Administration Permit
- Other (i.e. US Coast Guard Permit, IDEM Section 10, etc.): _____
- Coordination for the Acquisition of mitigation credits

The CONSULTANT shall track the status of permits and permit expiration dates to determine if valid permits will be available for the current project construction schedule.

If the CONSULTANT is requested or required to assist the LOCAL PUBLIC AGENCY in securing a permit not selected above, the work to provide such assistance shall be considered a change in the scope of the work. If additional permitting, outside the scope listed above, are required, fees shall be negotiated in good faith at the time under a Supplemental Agreement of this contract.

Environmental mitigation design, implementation, or acquisition of mitigation credits are only included for the northern small structure replacement and stream relocation. Mitigation on other impacted environmental resources are not included in this agreement. If they become necessary, fees shall be negotiated in good faith at the time under a Supplemental Agreement of this contract.

The scope included in this agreement assumes that the project will not require a Cemetery Development Plan (CDP). If a CDP becomes necessary, fees shall be negotiated in good faith at the time under a Supplemental Agreement of this contract.

TASK 8. SPECIAL INVESTIGATIONS (WITH SUE)

During the design and plan development and right-of-way acquisition (if required), certain special investigations may become necessary. Subsurface utility engineering (SUE) Quality Level A, as defined by FHWA, shall be included in this task should it become necessary to obtain additional information on buried facilities.

The CONSULTANT shall perform the required services in two phases. The first phase consists of the CONSULTANT's designating services. For the purposes of this contract, "designate" means to indicate, by marking, the presence and approximate horizontal location of subsurface utilities using geophysical prospecting techniques, including, without limitation, electromagnetic and sonic techniques. This phase is defined as Quality Level B (QL-B). The second phase consists of subsurface utility location (test hole) services. For the purposes of this contract, "locate" means to obtain the accurate horizontal and vertical position of subsurface utilities by

excavating a test hole. This phase is defined as Quality Level A (QL-A). The CONSULTANT shall provide these services as identified in the fee schedule listed in Appendix D and as requested in writing by LPA to aid in the design of the project, rights-of-way or construction plans for the project.

TASK 9. RIGHT OF WAY PLAN DEVELOPMENT

Right of Way Engineering and Title Research

The following Right-of-Way Engineering will be provided to secure the permanent and temporary right-of-way needed for this project:

1. Determine the owners of all properties located adjacent to and in the immediate area of the project alignment, along with the legal descriptions of those properties (Preliminary Abstracting).
2. Preliminary abstracting shall include a title search, including a search for all mortgages, easements, liens, contract sales, judgments, other encumbrances and the current legal owner.
3. Prepare final Right-of-Way Plans consistent with the requirements of Chapter One Hundred Nine of the Indiana Design Manual.
 - a. Parcel boundaries in the project area.
 - b. Names of owners in the parcels shown.
 - c. Project center lines and S-lines.
 - d. Existing and proposed right-of-way lines.
 - e. Land section lines.
 - f. Prepare Parcel Listing Summary Sheet showing: Parcel numbers, property owners, total area of property and type of taking.
4. Provide legal descriptions for all parcel takings. The descriptions shall be prepared and certified by a Registered Land Surveyor in Indiana.
5. Provide individual plats for each parcel. Each plat shall include the following:
 - a. Legal descriptions.
 - b. Total area before taking.
 - c. Existing Right-of-Way.
 - d. Area of taking.
 - e. Areas of residue.
 - f. Existing Right-of-Way to be reacquired.
 - g. Sketch of the parcel, drawn to scale, with the above data indicated thereon.
 - h. Also, complete Parcel Listing Summary Sheet included in Right-of-Way Plans showing items (d) and (e).
6. Provide Legal Instruments required for Transfer of Title and Recording. The preliminary abstracting/title search prepared initially shall be updated immediately prior to sending out offers to purchase right of way.
7. Provide information obtained above for each parcel to be utilized by appraisers, negotiators and attorneys to provide the required right-of-way services.

A parcel shall be defined as all temporary and permanent right-of-way being acquired from a single existing parcel of land. This means a single parcel could have several legal descriptions based on its configuration.

The CONSULTANT shall be available for assistance in the interpretation of the Right-of-Way documents.

Right of Way Staking

The CONSULTANT shall provide wooden lathes that identify the new right-of-way line for the project. The CONSULTANT shall stake the entire project one time, on the same visit, and at the same time for appraisal/acquisition purposes.

If additional parcels become necessary to acquire, above and beyond the number of parcels listed in the fee schedule in Appendix D, and/or additional right-of-way staking becomes necessary, fees shall be negotiated in good faith at the time under a Supplemental Agreement of this contract.

TASK 10. RIGHT-OF-WAY SERVICES

The CONSULTANT shall provide the following Right-of-Way Services to secure the needed right-of-way for the project. These Right-of-Way services include all reasonable services as required to secure the parcels based on the approved engineering design or to recommend to the LOCAL PUBLIC AGENCY that a parcel be condemned.

- A. Right-of-way management - The CONSULTANT shall be responsible for administering, scheduling and coordinating all activities necessary to certify right-of-way has been acquired and the PROJECT is clear for construction letting, including meetings, conferences, and communications with Property Owners, Relocates, Attorneys, Engineers, Appraisers, Surveyors, Mortgage Companies, Buyers and the LOCAL PUBLIC AGENCY. This task also includes obtaining all necessary mortgage releases. The CONSULTANT will process claim vouchers to the LOCAL PUBLIC AGENCY for payments to property owners and relocates. The CONSULTANT shall maintain accurate parcel files which will be available at reasonable times, for inspection by the LOCAL PUBLIC AGENCY. Upon acquisition of the parcel the file shall be submitted to the LOCAL PUBLIC AGENCY for processing of claim voucher and recording. In addition the CONSULTANT shall be available for consultation with the attorney for the LOCAL PUBLIC AGENCY in any legal proceedings including pre-trial conferences and testimony, for an additional cost, if required.
- B. Appraisal Problem Analysis - The CONSULTANT shall prepare the Appraisal Problem Analysis (APA) for each parcel prepared by the approved appraiser(s). The APA report shall determine the appraisal types required.
- C. Appraising - The CONSULTANT will provide Indiana Department of Transportation (INDOT) approved appraisers to complete the appraisal work.

The appraisal work will comply with state laws regarding eminent domain, as well as the Uniform Standards of Professional Appraisal Practice. The appraisal work will not meet guidelines for a locally-funded project. Should the LOCAL PUBLIC AGENCY decide to apply for federal funds in the future for this project, the appraisals can be updated in a report format that meets federal guidelines. The LOCAL PUBLIC AGENCY will negotiate at that time a fee with the CONSULTANT to update the appraisals in a report format that meets federal funding guidelines.

- D. R/W Buying – The CONSULTANT will provide a right-of-way buyer to negotiate the acquisition of the required land from each property owner.
- E. R/W Services Contingencies – During the Right-of-Way acquisition, additional R/W Services such as, but not limited to, additional CTC estimates, complexities, additional meetings, etc. may become necessary. If additional R/W Services outside the scope of services become(s) necessary, the CONSULTANT shall submit an estimated costs to the LOCAL PUBLIC AGENCY for review, prior to execution of such services.

If additional parcels become necessary to acquire, above and beyond the number listed in the fee schedule in Appendix D, and/or additional right-of-way staking becomes necessary, fees shall be negotiated in good faith at the time under a Supplemental Agreement of this contract.

TASK 11. CONSTRUCTION PHASE SERVICES

Following the award of the construction Contract, the CONSULTANT shall be responsible for attending the pre-construction meeting. During the course of construction, the CONSULTANT shall be available at reasonable times during normal working hours to respond to reasonable inquiries concerning the accuracy or intent of the CONSULTANT's plans. All such inquiries shall be made only by persons designated by LPA to interpret the plans and Contract documents for the benefit of the contractors and subcontractors performing the work. The CONSULTANT shall not be required to respond to inquiries by persons other than LPA's designated representative and shall not be required to engage in exhaustive or extensive analysis or interpretation of the plans.

The CONSULTANT shall review all shop drawings as described in IDM 14-1.02(08). If applicable, this includes - Mechanically Stabilized Earth (MSE) retaining walls, Sound Barrier Systems and Precast Concrete 3-Sided Structures and Box Culverts.

If during the construction phase it is determined that unforeseen or unusual conditions arise, the CONSULTANT shall revise the plans with LPA approval.

If requested by LPA, the CONSULTANT shall have the CONSULTANT's project design engineer attend and participate in partnering (1) a workshop with contractor, subcontractors, etc. to develop a statement of goals, and (2) follow-up meetings.

Utility Coordination Services During Construction:

All utility coordination services are under the direction of an LPA Oversight Agent who coordinates with the Project Manager. The CONSULTANT shall act as a liaison between utility companies and LPA, answering questions, interpreting plans, coordinating activities, and other actions as needed.

The CONSULTANT shall remain on-point during the construction phase of the project and be proactive in resolving any utility related issues, facilitating utility relocation work and ensuring utility relocation work is done on schedule so there are no project delays due to utility work.

The CONSULTANT shall issue a letter giving the utility notice to proceed with construction activities. The CONSULTANT shall attend construction progress meetings held by the project engineer as necessary. The CONSULTANT will prepare a bi-weekly status report indicating the details of utility relocation work and

submit these reports to the Oversight Agent, Project Manager and Project Engineer. The CONSULTANT shall prepare permit addendums for any change to utility relocation work plans including cost increases prior to the work being performed. The CONSULTANT shall send to each utility with relocation work, a letter acknowledging completion of their work, not later than two weeks after the utility relocation work is complete. The CONSULTANT shall send to each reimbursable utility, a letter requesting a cumulative invoice summary in 90 days, not later than two weeks after the utility relocation work is complete.

TASK 12. EXCLUDED PROFESSIONAL SERVICES

The professional services listed below, when marked with an 'x', are often included in similar agreements. However, they have been expressly excluded from this agreement based on the specific request of the Local Public Agency or the CONSULTANT professional assessment that they are not required.

- Topographic or Route Survey
- Hydraulic Analysis
- Utility Coordination
- Railroad Coordination
- Environmental Permitting
- Environmental Documentation Preparation (i.e. SEPA, CE-1, etc.)
- Geotechnical Investigation
- Lead Based Paint Testing (structure built prior to 1978, assumption is lead based paint)
- Pavement Design
- Asbestos Investigation
- Right-of-Way Engineering
- Right-of-Way Services
- Bid Documents, except special provisions, and Bid Assistance
- Construction Phases Services
- Construction Inspection (Periodic and Full Time)

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.
2. Standard Specifications and standard drawings applicable to the project
3. Plans of existing bridge within the project limits
4. All written views pertinent to the location and environmental studies that are received by LPA
5. Traffic assignments, Traffic Signal Warrants (New Signal), Traffic Lighting Warrants (New Lighting)
6. Available data from the transportation planning process
7. Utility plans available to LPA covering utility facilities govern the location of signals and underground conduits throughout the affected areas
8. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract

APPENDIX "C"

SCHEDULE:

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

Scope No. 1: Boden Road Crossing between 156th St. and 166th St.

Draft Engineering Assessment February 2024

Scope No. 2: Boden Road between 166th Street and State Road 38

See attached Gantt Chart on page 13 of 16

APPENDIX "D"**Amount of Payment**

1. The CONSULTANT shall receive as payment for the services performed under this Agreement the total fee not to exceed **\$ 499,940.00** unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY.

2. The CONSULTANT will be paid for the services described in Appendix "A" on a lump sum basis unless otherwise noted in accordance with the following fee schedule:

Scope No. 1: Boden Road Crossing between 156th St. and 166th St.

1. Engineering Assessment\$ 40,000.00

Scope No. 2: Boden Road between 166th Street and State Road 38

2. Additional Topographic Survey.....	\$ 11,270.00	NTE
3. Design and Plan Development.....	\$ 217,120.00	NTE
4. SR 38 Roundabout Maintenance of Traffic	\$ 20,000.00	NTE
5. Northern Small Str. & Stream Relocation Plan Dev.....	\$ 30,000.00	NTE
6. INDOT Permit, Coordination, and Other Meetings.....	\$ 30,000.00	NTE
7. Utility Coordination.....	\$ 33,925.00	NTE
8. Waters of the US Report (WOTUS)	\$ 7,500.00	
9. IDEM Section 401/Army Corp Section 404 RGP	\$ 11,000.00	NTE
10. IDEM Construction Stormwater General Permit (Rule 5).....	\$ 5,200.00	
11. Hamilton County Regulated Drain Permits	\$ 8,000.00	NTE
12. Special Investigations including SUE (if needed)	\$ 40,000.00	NTE
13. Right of Way Plan Development (3 parcels)	\$ 14,700.00	
14. Title and Encumbrance Reports (Sub) (3 parcels @ \$450/ea.)....	\$ 1,350.00	Unit
15. Right-of-Way Staking (1 site visit).....	\$ 2,500.00	
16. Appraisal Problem Analysis (Sub)(1 parcels @ \$275/ea.)	\$ 275.00	Unit
17. Appraisals (Sub)(1 parcels @ \$2,200/ea.)	\$ 2,200.00	Unit
18. Review Appraisals (Sub)(1 parcels @ \$1,200/ea.)	\$ 1,200.00	Unit
19. Right-of-Way Services Management (3 parcels).....	\$ 4,400.00	
20. Total/Partial Acquisition (1 parcels).....	\$ 2,300.00	
21. Additional ROW Services (i.e. CTC, ect).....	\$ 2,000.00	NTE
22. Construction Phase Services	\$ 15,000.00	NTE

TOTAL NOT-TO-EXCEED..... \$499,940.00

The CONSULTANT shall not be paid for any service performed by the LOCAL PUBLIC AGENCY or

services not required to develop this project. In accordance with Section III of this Agreement, if notice to proceed with any portion of the work is not given prior to three years from the date of this Agreement, the fees for that portion of the work may be renegotiated as mutually agreed upon by the LOCAL PUBLIC AGENCY and the CONSULTANT.

Hourly Not-to-Exceed (Hourly NTE)

The CONSULTANT will be paid the following negotiated labor rate multiplier basis for services with hourly NTE fees:

2023 – 2024 USI Billable Hourly Rates Per Classification - Effective: 11/13/2023

CLASSIFICATION	BILLABLE HOURLY RATE
CADD Technician	\$ 92.00
Clerical	\$126.00
Construction Project Manager I	\$139.00
Construction Project Manager II	\$144.00
Construction Project Manager III	\$172.00
Construction Project Manager IV	\$195.00
Construction Project Manager V - Dept Manager	\$228.00
Designer/Detailer I	\$194.00
Designer/Detailer II	\$213.00
Drone Operator	\$145.00
Engineer Intern	\$149.00
Engineer I - Project Engineer/Non-PE PM	\$160.00
Engineer II - Project Manager	\$192.00
Engineer III - Senior Project Engineer	\$221.00
Engineer IV - Senior Project Manager	\$234.00
Engineer V - Department Manager	\$287.00
Engineer VI - Principal Engineer*	\$292.00
Environmental Specialist I	\$129.00
Environmental Specialist II	\$151.00
Environmental Specialist III	\$175.00
Intern	\$ 78.00
Project Coordinator	\$161.00
Right of Way I - ROW Technician	\$111.00
Right of Way II - Project Manager/Buying Agent	\$136.00
Right of Way III - Senior Project Manager	\$192.00
Surveyor I - Survey Technician I	\$ 92.00
Surveyor II - Survey Technician II	\$100.00
Surveyor III - Party Chief I	\$140.00
Surveyor IV - Party Chief II	\$165.00
Surveyor V - Project Surveyor	\$184.00
Surveyor VI - Construction Survey Manager	\$210.00
Surveyor VII - Design Survey Manager	\$261.00
Urban Planner I	\$118.00
Utility Coordinator I	\$ 94.00
Utility & Railroad Coordinator II	\$196.00

NOTES:

1. The base rate shown will be multiplied by a factor of 1.5 for overtime rates (over 8 hrs. per day).
2. Same rates will apply for travel time.
3. Motel expenses will be reimbursed at the rate charged to USI Consultants, Inc.

4. Per Diem expense will be \$41.00 per night per individual.
5. Mileage Rates will be \$0.655 per mile (Federal Mileage Rate)
6. Unmanned Aircraft System (UAS/Drone) Rate will be \$275.00

The base period hourly billing rate schedule shown above shall be in effect until June 30, 2024. Applicable rates following the base period shall be adjusted annually effective July 1st of each subsequent calendar year. The adjustment will be the 12 month percent change, as of December 31, 20XX, as compared to December 31, 20XX-1 in the Employment Cost Index. Negative percentages of change will result in decreases in the rates. INDOT reserves the right, annually as described herein, and after consideration of other relevant economic and financial factors to make fair and reasonable rate adjustments differing from the ECI when considered to be in the best interest of the State of Indiana. Employment Cost Index is defined as the "Employment Cost Index, Wages and Salaries (not seasonally adjusted), for private industry workers, professional, scientific and technical services", as issued each December by the U.S. Department of Labor, Bureau of Labor Statistics, Base = December 2005 =100. The CONSULTANT will be reimbursed for direct costs (the actual costs of such out-of-pocket expenses directly attributable to the Contract such as fares, mileage, equipment rentals, reproductions, approved sub-consultant fees, contract or temporary staffing, etc.) as approved by INDOT. Direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current State of Indiana policy on travel reimbursement.

For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such invoice shall be subject to approval as reasonable by INDOT prior to any reimbursement therefore.

Method of Payment

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Agreement. The invoice voucher shall be submitted to the LOCAL PUBLIC AGENCY. The invoice voucher shall represent the value, to the LOCAL PUBLIC AGENCY, of the partially completed work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each pay item in Section A.2. of this Appendix, percentage completed and prior payments in a form acceptable to the LOCAL PUBLIC AGENCY.
2. The LOCAL PUBLIC AGENCY for and in consideration of the rendering of the engineering services provided for in Appendix "A", agrees to pay the CONSULTANT for rendering such services the fee established above upon completion of the work thereunder, acceptance thereof by the LOCAL PUBLIC AGENCY and upon the CONSULTANT submitting an invoice and county claim voucher as described above.

Invoices shall be submitted to:

Amy Hopkins
CITY Contact Name

ahopkins@noblesville.in.us

In the event of a substantial change in the scope, character or complexity of the work on the project, the maximum fee payable and the specified fee shall be adjusted in accordance with item 6 (changes in work) of the General Provisions, set out in this Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/31/2024

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

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

PRODUCER Walker Professional Insurance PO Box 55 Carmel IN 46082	CONTACT NAME: Kristen Walker, CIC	PHONE (A/C, No, Ext): (317)759-9321	FAX (A/C, No):
	E-MAIL ADDRESS: Certificate@WalkerProfessional.com		
INSURED USI Consultants, Inc. 8415 E 56th St Indianapolis IN 46216	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	The Phoenix Ins Co	25623
	INSURER B:	The Travelers Indemnity Co	25658
	INSURER C:	The Travelers Property Casualty Ins Co	36161
	INSURER D:	Continental Casualty Company	20443
	INSURER E:	Arch Insurance Company	11150
INSURER F:			

COVERAGES CERTIFICATE NUMBER: CL237943387 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			6806S143315	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Owned Watercraft \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA6S143930	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP6S144060	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB6S144011	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DE	Professional Liability (Claims-Made Form)			AEH591945245; PAAEX0001100	07/01/2023	07/01/2024	Each Claim Limit \$5,000,000 Aggregate Limit \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

[Job #: PE Job Type: Boden Rd: 166th to SR 38]

Where allowable by law: General Liability, Automobile Liability and Umbrella Liability provides for additional insured when agreed by written contract or agreement. General Liability, Automobile Liability and Umbrella Liability is provided on a primary, non-contributory basis when agreed by written contract or agreement. General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability include a waiver of subrogation when agreed by contract or agreement. General Liability includes Contractual Liability per the terms of the policy. Umbrella is follow form per the terms of the policy. Umbrella liability does NOT extend over professional liability. Waiver of subrogation is provided on the Professional Liability policy in favor of the insured's client only if required by written contract. 30 days notice of cancelation, except for non-payment, shall be provided

CERTIFICATE HOLDER

City of Noblesville, Indiana 16 S. 10th Street Noblesville IN 46060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

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

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

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

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos 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.

C. EMPLOYEE HIRED AUTO

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

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

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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 an "employee's" name, with your

COMMERCIAL AUTO

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".

D. EMPLOYEES AS INSURED

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

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.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

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

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

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

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

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

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO 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 written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

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 non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. 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 Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

PROVISIONS

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

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-6S144011-23-47-G

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 any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

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

INDIANA RETAIL TAX EXEMPT
 CERTIFICATE NO. 0031216070010

FEDERAL EXCISE TAX EXEMPT
 355001141

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

PURCHASE ORDER NO. 240115

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

SHIP TO:

TO **VENDOR # 1021**
USI CONSULTANTS
ATTN: MELISSA DAVIDSON
8415 E 56TH ST
INDIANAPOLIS IN 46216

ATTN:

DATE 02/21/2024		DEPARTMENT ENGINEERING		SHIP TO ARRIVE BY		
APPROPRIATION NUMBER	QUANTITY	UNIT	DESCRIPTION	PROJECT #	UNIT PRICE	AMOUNT
199026313.100	1.0		PROFESSIONAL SERVICES BODEN ROAD	026.2401	250000.00	250000.00
ADDL DESC:EN-338-12						


SHIP VIA	TOTAL
	250000.00

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 _____

ORIGINAL - VENDOR'S COPY

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: USI Consultants

Vendor Address: 1021 8415 E 56th Street, Indianapolis, IN 46216

Brief description of purchase: Professional Services - Boden Rd Segment 3 Design (EN-338-12)

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 #	199
Department #	026
Project # (NA if no project #)	026. 2401

	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)

ALISON KRUPSKI 2/16/24
(Printed Name) (Date)

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

FOR OFFICE OF FINANCE AND ACCOUNTING USE ONLY

OFA Action Taken

- Purchase Order Created
- Reviewed Availability of funds (Contract/Purchase of over \$50k or paid with debt proceeds only)
- No Action Taken (Department should still include this form in purchase/contract approval submission)

PO # (if applicable): 240115

OFA Signature [Signature]

Comments:

Initials: HT Date: 2/21/24