

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 **Lochmueller Group, 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 **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 31, 2030, (“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 Seven Hundred Fifty-Seven Thousand Nine Hundred Dollars (\$757,900.00).

- 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, arising out of or resulting from any 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:
Lochmueller Group
Attn: Doug Shatto
6200 Vogel Road
Evansville, IN 47715

To City:
City of Noblesville
Attn: Alison Krupski
16 S. 10th Street
Noblesville, IN 46060

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

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

5.12 Non-discrimination. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or

transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

5.13 Conflict of Interest.

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

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

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

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

5.16 Applicable Laws: Forum.

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

5.16.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the City of

Noblesville, County of Hamilton. Suit, if any, shall be brought in the State of Indiana, County of Hamilton.

- 5.17 Waiver. City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies.
- 5.18 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.19 Attorneys' Fees. Contractor shall be liable to City for reasonable attorneys' fees incurred by City 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.

Lochmueller Group, Inc. (“Contractor”)

By: David A. Henkel

Date: June 17, 2024

Printed: Dave A. Henkel, PE, PTOE

Title: Regional Leader – Central Indiana

Approved by the Board of Public Works and Safety of the City of Noblesville this _____ day of _____ 2024.

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

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

Lochmueller Group, Inc. ("Contractor")

By: _____

Date: _____

Printed: Dave A. Henkel, PE, PTOE

Title: Regional Leader – Central Indiana

Approved by the Board of Public Works and Safety of the City of Noblesville this 25th day of June 2024.



JACK MARTIN, PRESIDENT



JOHN DITSI EAR, MEMBER



LAURIE DYER, MEMBER




ROBERT J. ELMER, MEMBER



RICK L. TAYLOR, MEMBER

ATTEST:



EVELYN L. LEES, CLERK
CITY OF NOBLESVILLE, INDIANA

SR 37 Roadway Improvements
North Section: Greenfield Avenue to State Road (SR) 38 / SR 32
City of Noblesville, Hamilton County
Des. Nos.: 1600540 & 2400029

Exhibit "A"
SCOPE OF SERVICES

Services to be furnished by Contractor:

In fulfillment of this Agreement, the Contractor 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).

The Contractor shall be responsible for performing the following activities in accordance with the INDOT Work Breakdown Structure (WBS):

- Task 1. Project Management
- Task 2. Environmental Documentation
- Task 3. Waters of the U.S. Investigation / Report
- Task 4. Cultural Resources Management
- Task 5. Noise Analysis
- Task 6. Hazardous Materials
- Task 7. Public Relations
- Task 8. As-Needed Services

ENVIRONMENTAL SERVICES: An Environmental Assessment (EA), and subsequently prepared Additional Information (AI) document was approved by the Indiana Department of Transportation (INDOT) and Federal Highway Administration (FHWA) through FHWA's April 25, 2018 issuance of a Finding of No Significant Impact (FONSI). The EA/AI/FONSI addressed impacts resulting from improvements to the SR 37 corridor to a limited access facility between I-69 in the City of Fishers and SR 38 / SR 32 in the City of Noblesville, all of which occur within Hamilton County. Construction of the South Section of the project (between I-69 and 146th Street) is mostly complete, with the construction of the 141st Street interchange being the only known element that remains outstanding. This scope of work includes the environmental services needed to update the National Environmental Policy Act (NEPA) documentation prepared for the overall project, specifically, within the North Section. Updates to the NEPA documentation are warranted based on the City of Noblesville's and INDOT's intent to advance the North Section which were previously considered to be extremely conceptual. The Contractor shall carry out the environmental tasks that will update the prior approved Environmental Assessment (EA) and provide updated NEPA clearance for the North Section of the project.

The elements associated with this scope of services are tied to the modified survey area ("Study Area") as illustrated in the below exhibit.



TASK 1.0: PROJECT MANAGEMENT

- 1.1. Project Organization and Coordination – Perform all file management, routine review of project budget and schedule, and coordination of subconsultant contracts between July of 2024 and June of 2027 (35 months).
- 1.2. Update Property Owners and Mail Notice of Entry Letters – This task was previously completed under a separate contract. No effort by the Contractor is anticipated as part of this task. Additional notices required to be sent due to further modifications in the project area will be considered out of scope and additional or supplemental services will be required.
- 1.3. Progress Reports – Prepare monthly progress reports, which will be provided to the client. Monthly progress reports are anticipated between July of 2024 and June of 2027 (35 months).
- 1.4. Client/Design Coordination Meetings (70x) – Prepare for and attend seventy (70) meetings with the designers and client. It is anticipated half of these meetings thirty-five (35) will be held virtually with the other thirty-five (35) being in-person at Noblesville City Hall. Two representatives of the environmental team are anticipated to be present at these meetings.

TASK 2.0 ENVIRONMENTAL DOCUMENTATION

- 2.1. Red Flag Investigation (RFI) Addendum – A third addendum to the RFI was approved by INDOT Site Assessment and Management (SAM) on December 27, 2023. Due to the expected passage of time, it is anticipated that a fourth addendum to the previously approved RFI Addendum is warranted. The Contractor shall prepare a fourth addendum to the RFI, which includes a preliminary analysis of publicly available infrastructure, environmental, and hydrological data within the project corridor. In addition, the IDEM Virtual File Cabinet will be reviewed to assess the potential for sites requiring additional investigation due to potential soil and/or groundwater contamination. A narrative summary and maps depicting findings of the RFI will be produced. The RFI will be prepared in accordance with the current INDOT guidance on preparing RFIs. If after the completion of the RFI and site investigation it is determined the project will require an addendum to the Phase I Initial Site Assessment (ISA), Phase II Limited Site Investigation beyond those sites identified later in this scope, or the development of a remediation work plan, the services required to complete these additional investigations will be considered out of scope and additional or supplemental services will be required.
- 2.2. Field Inspection – Complete a field inspection of the project area, specifically within the expanded areas of the environmental footprint. The field inspection shall include a survey by one environmental specialist to document potential environmental resources, including ecological resources (non-wetland related), recreational facilities, or hazardous materials. This task also includes preparation and mobilization for field work. Further modifications to the project area by INDOT's design consultant requiring additional evaluations will be considered out of scope and additional or supplemental services will be required.
- 2.3. Agency Re-Coordination – Prepare and distribute re-coordination packages (including letters, RFI Addendum maps, and other project relevant information) to the appropriate local, state, and Federal resource agencies identified in the current *INDOT Categorical Exclusion Manual*. This task shall also include coordination of the revised right-of-way limits and the re-coordination letter content with the design team.
- 2.4. IPaC Documentation / USFWS Informal Consultation – Because portions of the project in the South Section extended more than 300 linear feet from the edge of pavement, the Range-wide Programmatic Informal Consultation process with the U.S. Fish and Wildlife Service (USFWS) was not able to be utilized to address potential impacts to the Indiana bat, or northern long-eared bat. For

consistency, this task assumes the continuation of informal consultation with the USFWS. This task includes preparation of an informal coordination packet detailing tree clearing, wetland, and waterway impacts resulting from the project. The informal coordination packet will be submitted to INDOT Environmental Services Division (ESD) for review prior to its release to the USFWS. In addition to the informal consultation with USFWS, the CONTRACTOR shall, as part of this task, inspect up to 32 small structures/bridges for bats and evidence of migratory bird nests and prepare an equal number of Bridge/Structure Assessment Forms. This task does not include any re-evaluations of the bridges/structures required by the USFWS for construction beginning later than two years from the original field inspection. Additional inspections following the initial one will be considered out of scope and additional or supplemental services will be required. Project information will be inputted in the USFWS's Information for Planning and Consultation (IPaC) in order to obtain an official species list. It is anticipated the Indiana bat and northern long-eared bat are the only species identified through this process. The identification of additional species may require additional or supplemental services to complete.

- 2.5. Environmental Justice Update – Update the previously completed analysis for Environmental Justice and Community Impacts as required under Executive Order 12898 and consistent with the procedures outlined in the most recent versions of the INDOT Categorical Exclusion Manual and Public Involvement Procedures Manual and revisions thereto. This re-evaluation shall include an analysis of the most currently available U.S. Census data to identify populations of concern, identification of impacts from the proposed project, coordination with local community representatives to quantify the project's effects, and determination of appropriate mitigation if unavoidable and disproportionate impacts are identified. The previously approved EA identified three census block groups within Noblesville as having elevated low-income populations and one block group within Noblesville as having both elevated low-income and minority populations. However, INDOT ESD determined on January 18, 2017 the project would not have a disproportionately high and adverse effect on the identified populations. It is anticipated this re-evaluation will not change the prior determination and will not identify any new elevated low-income or minority populations of concern requiring detailed analysis for benefits and burdens. If during consultation with INDOT and FHWA it is determined additional consultation meetings and/or additional community coordination is required, the work required to complete these additional investigations will be considered out of scope and additional or supplemental services will be required.
- 2.6. Section 4(f) Coordination Update – Re-assess the project area and update the listing of Section 4(f) properties and re-engage the appropriate officials having jurisdiction (Hamilton County or the City of Noblesville) over the resources. It is anticipated that this analysis and coordination will not result in a Section 4(f) use of any identified resources. It is anticipated that all identified resources will either have “no use” or a “temporary occupancy” determination. If during development of the project it is determined further Section 4(f) evaluations are necessary, additional or supplemental services will be required to develop and evaluate potential avoidance alternatives, determine whether any alternatives are feasible and prudent, and analyze impacts from identified avoidance alternatives, as required for individual evaluations.
- 2.7. Greenhouse Gas (GHG) Analysis – Carry out the air quality analysis, which will be required for the project due to the addition of travel lanes. This will be completed in accordance with the *National Environmental Policy Act Guidance on Consideration of Greenhouse Gas Emissions and Climate Change* by the Council on Environmental Quality (CEQ), which details interim guidance (Guidance) for incorporating greenhouse gas (GHG) emission data into NEPA documents. The GHG analysis will include the following:
 - 2.7.1. *Air Quality Analysis* – Total net GHG emissions or reductions will be calculated for individual pollutants and total CO₂ equivalent emissions based on the Indianapolis Metropolitan Planning Organization (IMPO) travel demand model (TDM) results from the modified Build

- Alternative evaluation. Emissions associated with construction will be incorporated. Discount rates of 2.5 percent to 3 percent are proposed to present a range of values. Direct, indirect, and cumulative effects of traffic emissions are captured in the IMPO TDM including added travel from induced development in the project as well as cumulative increases from reasonably foreseeable growth within the study area.
- 2.7.2. *GHG Effect Evaluation* – These effects include assessing the GHG emissions of construction and operation of the facility over time, adjusted by appropriate discount rates. Added emission of methane and nitrous oxide are converted to CO₂ equivalents. No decommissioning of the proposed action is anticipated and will not be included in the analysis.
 - 2.7.3. *Carbon Stock Analysis* – Carbon stock will be analyzed within the project area for the baseline (No-Build) alternative and then calculated for the modified Build Alternative. These will be provided as a net-change calculation from the baseline (No-Build) alternative.
 - 2.7.4. *Mitigation Measures* – Mitigation measures provided by programs for implementation of electric vehicle travel as well as other zero-emission vehicles (such as the potential for hydrogen-powered vehicles) will be evaluated. The analysis will include a single build alternative for reduced emissions from credible projections of changes in vehicle fleet mix from USDOT.
 - 2.7.5. *Cost-Benefit Analysis* – No overall cost-benefit analysis will be conducted for this project. The discounted value of monetized GHG emissions will be provided along with the discount rates used.
- 2.8. Conceptual Stage Relocation Study – A Conceptual Stage Relocation Study (CSRS) is required when 10 or more relocations are anticipated as part of a project. The CSRS provides an evaluation of the potential effects of relocating residences and businesses as part of the project. This includes an analysis of the financial impact of the project and availability of comparable properties in the community. It is anticipated the CSRS will assess the relocation impacts associated with up to 18 businesses. The CSRS will be coordinated with INDOT Environmental Services Division and incorporated into AI document.
 - 2.9. Business Needs Survey – Prepare a business needs survey that will be utilized in the development of the CSRS. The survey will gather information about businesses including the years of operation, number of employees, ownership, type of business, customer/client locations, employee locations and methods of transportation, and special requirements. Distribution of the survey will occur as part of the public outreach associated with the project. This task includes preparation of a summary of responding businesses answers to the survey. Coordination of the survey content will occur with the city, INDOT, and INDOTs design consultant prior to distribution.
 - 2.10. Additional Information Documentation – Carry out the environmental analyses and develop the appropriate level of National Environmental Policy Act (NEPA) documentation for the project in accordance with INDOT environmental procedures as determined by the anticipated project impacts. The prepared document, an AI (AI No. 2), is intended to update the previously approved EA, which was approved on April 28, 2017 and subsequent AI (AI No. 1), which was approved on April 25, 2018 in conjunction with FHWA's issuance of a FONSI for the project. This task also includes updating the commitments summary spreadsheet for the project following approval of the AI. Additional modifications to the project's established modified footprint, including the construction limits, having the potential of affecting impacts to known or unknown resources will be considered out of scope and additional or supplemental services will be required.
 - 2.11. Updated FONSI Request Packet – Prepare the necessary packet and documentation to request an updated FONSI from FHWA. This request will be coordinated through INDOT ESD who will shepherd the request through FHWA.
 - 2.12. Environmental Commitments Coordination & ECF Review – It is anticipated there will be up to three contracts associated with the North Section of the project. For each Contract, at or around Stage 3

plans, the Contractor will coordinate with the designers regarding the environmental commitments and update their implementation status in the Commitments Database. In addition, the Contractor will review the Environmental Consultation Form (ECF) prepared by the designer for each Contract.

TASK 3.0 WATERS OF THE U.S. (WOTUS) INVESTIGATION / REPORT

- 3.1. Field Delineation / Determination – The modified survey area, which includes areas of the conceptual design expanding outside the prior environmental footprint, will be evaluated by two teams of environmental specialists to reconfirm the presence of wetlands and other aquatic resources that are likely to be regulated by the U.S. Army Corps of Engineers (USACE) and/or Indiana Department of Environmental Management (IDEM). The team will be led by two Environmental Specialist 4's and supported by two Environmental Specialist 2's. This task includes effort for preparation and mobilization for field work and is anticipated to be completed in two 12-hour days. Further modifications to the project area by INDOT's design consultant requiring additional evaluations for ecological resources will be considered out of scope and additional or supplemental services will be required.
- 3.2. WOTUS Addendum Report Development – Prepare the following documents to update the findings from the November 29, 2017 WOTUS Report as well as address the additional areas to be surveyed due to the modified project footprint.
 - An addendum to the Waters of the U.S. Report will be prepared to determine the presence of wetlands and other aquatic resources that are regulated by the USACE and/or IDEM. The Waters of the U.S. Addendum will include the location of wetlands or waterways and coordination with the design engineers regarding avoidance alternatives for the proposed project. The WOTUS Addendum Report will be prepared in accordance with the USACE Wetland Delineation Manual (1987), and guidance provided by the USACE since 1991, including the appropriate Regional Supplement to the Corps of Engineers Wetland Delineation Manual.
 - Updated Jurisdictional Determination (JD) forms will be prepared at the following two locations requested by the USACE.
 - a) Stony Creek and previously identified Wetland U
 - b) Previously identified UNT 1 and UNT 4 to Stony Creek

The Wetland Delineation / Waters of the U.S. Report will be coordinated through the INDOT Ecology, Waterway, Permitting, & Stormwater Office (EWPSO).

TASK 4.0 CULTURAL RESOURCES MANAGEMENT

- 4.1. Consulting Party Section 106 Re-initiation Letter – This task was previously completed under a separate contract. No effort by the Contractor is anticipated as part of this task.
- 4.2. APE Update and Field Inspection – This task was previously completed under a separate contract. No effort by the Contractor is anticipated as part of this task. Further modifications in the project area by INDOT's design consultant that are found to require additional field inspections by a qualified historian will be considered out of scope and additional or supplemental services will be required.
- 4.3. Historic Property Report (HPR) Addendum – This task was partially completed under a separate contract. The current HPR addendum (first addendum) was submitted to INDOT CRO on May 2, 2024. Effort by the Contractor as part of this task includes revisions to HPR addendum following receipt of comments from INDOT CRO and distribution of the documentation to consulting parties following approval. Further modifications in the project area by INDOT's design consultant that are found to require additional survey of aboveground resources requiring expansion of the APE will be considered out of scope and additional or supplemental services will be required.
- 4.4. Archaeological Investigation Addendum – This task was partially completed under a separate contract. The current archaeological addendum (fourth addendum) was submitted to INDOT CRO on May 2,

2024. Effort by the Contractor as part of this task includes the facilitation of revisions to the Phase Ia archaeological addendum following receipt of comments from INDOT CRO and distribution of the documentation to consulting parties following approval. Further modifications in the project area by INDOTs design consultant that are found to require additional archaeological investigations will be considered out of scope and additional or supplemental services will be required.

- 4.5. Consulting Parties Meeting – No effort by the Contractor is included as part of this task. Should it be determined necessary to convene a consulting parties meeting, additional or supplemental funds will be required.
- 4.6. Preliminary Effects Report – No effort by the Contractor is included as part of this task. Should additional cultural resources be identified, other than Bridge No. 151, warranting the preparation of a Preliminary Effects Report, or if required by INDOT CRO, additional or supplemental funds will be required.
- 4.7. Updated Effects Finding Preparation – The second addendum to the Section 106 finding of “No Adverse Effect” was issued by INDOT, on behalf of the FHWA, on February 16, 2018. As part of this scope, the Contractor shall prepare a new Effect Finding with supporting 800.11(e) documentation. The Contractor shall prepare the appropriate Section 106 documentation in accordance with the current INDOT Cultural Resources Manual. It is anticipated the project Effect Finding will remain “No Adverse Effect.” As the effect finding is not anticipated to change, re-advertising the public notice is not anticipated to be necessary. If consultation with INDOT and the State Historic Preservation Officer (SHPO) result in the identification of additional resources that are eligible for listing on the National Register of Historic Places, and results in a finding of “Adverse Effect,” additional services may be required to complete the Section 106 process. These additional services will be considered out of scope, and additional or supplemental services will be required to complete the required consulting parties’ coordination and/or the preparation of a Memorandum of Agreement.

TASK 5.0 NOISE ANALYSIS

- 5.1. Base Topographic Data – Information required for updates to the noise model within the right-of-way will be obtained from CAD survey and design files available from the designer. Information required for updates to the noise model beyond the right-of-way will be generated via GIS data, DEM, LiDAR or a combination thereof. GPS will be used to obtain locations and elevations of new ambient noise monitoring locations.
- 5.2. Land Use Assessment / Planning & Zoning Authority Coordination – Re-coordinate with local planning and zoning entities to determine if there are any revisions to planned developments within the study area.
- 5.3. Noise Sampling Plan & Coordination with INDOT – Prepare a plan detailing the methodology and location of the additional ambient sampling locations. This plan shall be coordinated with INDOT ESD prior to conducting the measurements.
- 5.4. Ambient Noise Measurements – Due to development that has occurred within the North Section, additional ambient measurements are assumed to be required. Leq(h) sound pressure level (SPL) readings will be taken with a Type 1 integrating sound level meter at no more than five locations adjacent to the corridor. Readings will be collected by two Environmental Specialists in accordance with the FHWA Measurement of Highway-Related Noise.
- 5.5. TNM 2.5 Model Updates – The previously prepared noise model will be updated using TNM 2.5 based on the most accurate design and topographic information available for the area. Updated design year traffic data provided by the designer will be inputted into the model. Design year traffic data shall include ADT, DHV, DHV % truck and AM/PM peak intersection / interchange turning movements. All developed and/or permitted undeveloped properties within 500 feet of the nearest lane will be included in the analysis. TNM 2.5 validation runs will be conducted using traffic volumes obtained during the field Leq(h) measurements.

- 5.6. Identification of Impacted Receptors – Prediction of future design year noise levels ($L_{eq(h)}$) will be determined using traffic data provided by the designer. Design year model re-runs for the North Section will be utilized to determine the location and number of receptors, if any, that are predicted to be impacted by the roadway project. Determination of impacted receptors will be based on criteria established in the most current INDOT Traffic Noise Analysis Procedure (currently the 2022 version).
- 5.7. TNM 2.5 Design Year Model Barrier Re-Evaluation – The original noise analysis for the project, completed in January of 2017, evaluated test barriers at four locations within the North Section where receptors were found to be impacted. None of the tested barriers met INDOT’s requirements to be considered feasible and reasonable. For those receptors predicted to be impacted by the proposed action, if any, a noise abatement evaluation will be conducted to determine if mitigation measures are both feasible and reasonable in accordance with the INDOT Traffic Noise Analysis Procedure. As part of this task, a re-evaluation of the noise abatement at the below four locations will occur based on more refined design and traffic information. This re-evaluation will assess whether barrier mitigation is both feasible and reasonable in accordance with the INDOT Traffic Noise Analysis Procedure.
- Millstone Apartments
 - Primrose School of Noblesville
 - Cumberland Road Residences (between Greenfield Avenue and Stony Creek)
 - Legacy Bible Church
- In addition, this task will consider a new test barrier at Wellington North subdivision (southwest quadrant of Greenfield Avenue and SR 37).
- 5.8. Noise-Related Planning / Development Information – The TNM 2.5 program will be used to update the estimated areas adjacent to the corridor at which 66 dBA levels can be expected based on design year traffic volumes.
- 5.9. Noise Analysis Addendum Report – A addendum report on the methods and findings including maps, photographs, data sheets and model results will be prepared. The results of the analysis will be compiled into a technical report and coordinated through INDOT Environmental Services Division for approval.

TASK 6.0 HAZARDOUS MATERIALS

- 6.1. Sampling Plan Coordination – Facilitate coordination between SESCO Group and INDOT SAM regarding the Phase II LSI sampling plan for ten (10) sites of concern along the North Corridor. These sites were identified in the January 17, 2017, Phase I ESA and also during a recent RFI Addendum, dated December 27, 2023, and hazmat corridor review.
- Speedway #3304 (FID #22634) at 3150 Conner Street
 - Former Nally’s Dry Cleaning at 2640 Conner Street
 - Jiffy Lube Multicare site at 2390 Conner Street
 - Valero/Home Run Mart/Amoco Oil Co., (FID #1091) at 2995 Conner Street
 - Former Dorskocil Specialty Brand Co. (FID #4321) at 2395 E. Conner Street
 - Meijer Gas Station #230 (FID #24769; AI ID# 12808) at 16905 Mercantile Boulevard
 - Rickers #77/BP (FID #24490) at 16788 Clover Road
 - Boggs Wrecker Service at 2180 Greenfield Avenue
 - Speedway #3352 (FID #18087) at 2290 Greenfield Avenue
 - Marsh Village Pantry #648 / Marathon branded filling station (FID #18330) at 2299 Greenfield Avenue

SESCO Group will complete the Phase II LSI. SESCO Group’s scope is included separately; their fee is included as a direct cost. Any additional sites requiring Phase II LSI testing are not included as part of this scope. Additional sites beyond those listed above will require additional or supplemental funds to complete.

- 6.2. Site Review / Oversight – Be on-site prior to, or on the first day of planned sampling activities to review with SESCO Group the proposed boring locations at the 10 REC locations and make any needed adjustments that may be identified through the ground truthing review (i.e., substantial utility conflicts). This activity will occur over a period of one day.
- 6.3. Phase II LSI Report Review – Review the documentation prepared by SESCO Group for quality assurance and coordinate the documentation with INDOT SAM for approval.

TASK 7.0 PUBLIC RELATIONS

- 7.1. Outreach Planning and Coordination – Plan an average of eight (8) hours per month between July of 2024 and June of 2027 (35 months) for the review, along with the project team and INDOTs design consultant, of current outreach strategies being employed, communication needs and goals, mailing list updates message management on social media platforms / project website, and the public involvement plan (PIP). This task will involve coordination with the public outreach representatives on INDOTs design consultant’s team.
- 7.2. Public Involvement Plan – The PIP was partially completed under a separate contract. With the project being led by INDOT, modifications to the PIP are necessary. As part of this task, the Contractor shall update the PIP to identify key audiences, the methods to reach stakeholders, the expectations associated with events, and the timing of outreach efforts. Coordination of the PIP will occur with the city, INDOT, and INDOTs design consultant.
- 7.3. Public Information Meetings (2x) – Two public information meetings are anticipated as part of this task. The first will occur early in the design phase to reintroduce the project to the public, while the second will occur approximately one year later when INDOTs design consultant has identified a modified preferred alternative. It is anticipated the Contractor will manage all aspects of each public information meeting with INDOTs design consultant providing support and oversight of the task. This task will include the following.
 - 7.3.1. *PIM Planning and Coordination* – This task incorporates the planning and preparation for each of the two meetings. This includes coordinating the date, scheduling the venue, and inviting stakeholders. The Contractor will also prepare the visual displays, handouts, and comment forms, plus coordinate the presentation development with the city, INDOT, and INDOTs design consultant.
 - 7.3.2. *PIM Meetings and Documentation* – Coordinate staffing for the event, facilitate the event, and ensure display areas have appropriate coverage. It is anticipated three representatives of the Contractor will attend each meeting. Following the meeting, a summary of the event will be created for the project record, comments will be evaluated and incorporated in a database, and project distribution lists will be updated.
- 7.4. Community Advisory Committee – Review and update as needed the membership of two Community Advisory Committee bodies. The first reflective of elected officials, non-profit organizations, emergency service providers, and neighborhoods. The second focused on business owners/managers in the project area.
 - 7.4.1. *Development & Coordination* – Development activities include identifying stakeholders, creating and maintaining mailing lists and encouraging participation.
 - 7.4.2. *CAC Meeting Planning* – Secure a date and venue for each meeting as well as develop handout materials and visual displays and a presentation. Develop opportunities for interactive collaboration and feedback.
 - 7.4.3. *CAC Meeting Participation & Documentation* – Two meetings of each CAC will be held prior to each public information meeting. It is anticipated three representatives of the Contractor will attend each meeting. A summary of each meeting will be prepared and distributed to the project team and attendees.

- 7.5. Public Hearing – A public hearing for the project was held on May 16, 2017. Coordination with INDOT indicated that a second public hearing will be required for this section of the project. It is anticipated the Contractor will manage all aspects of the hearing with INDOTs design consultant providing support and oversight of the task. This task will include the following.
- 7.5.1. *Hearing Planning and Coordination* – This task incorporates the planning and preparation for the hearing. This includes coordinating the date, scheduling the venue, preparing meeting materials/exhibits, and inviting stakeholders, in preparation for the meeting. This also includes developing visual displays, handouts, and comment forms, developing the presentation, and coordinating ADA/LEP support services for the meeting. This task also includes production and publication of the Notice of Public Hearing, mailing notifications to adjacent property owners, as well as notifying stakeholders.
- 7.5.2. *Hearing Attendance and Documentation* – Coordinate staffing for the event and ensure display areas have appropriate coverage. Additionally, the Contractor will assume the lead role in conducting the hearing, facilitating introductions, moderating the comment-taking process, and subsequently reminding attendees how they can provide comments after the hearing. It is anticipated three representatives of the Contractor will attend the hearing. The Contractor will also provide a summary of all comments received at the hearing and work with INDOT and the designer to review responses for clarity and consistency. A court reporter will be arranged, and a transcript provided. This task assumes attendance at the hearing by three Contractor representatives.
- 7.5.3. *Virtual Presentation Production* – Prepare a prerecorded version of the hearing presentation in advance of the hearing to be shared through project distribution channels for those individuals unable to attend the meeting in person.
- 7.5.4. *Website Content and Media Relations* – Plan and coordinate content delivery to be used in media relations and for the INDOT website. Content includes a production schedule and meeting checklist, media release, Notice of Public Hearing, recorded presentation, display boards and comment form.

TASK 8.0 AS-NEEDED SERVICES

- 8.1. Ad-Hoc Coordination Meetings – Participate in additional meetings not defined in the above defined tasks as requested by the city between July of 2024 and June of 2027. This is anticipated to include the following.
- 8.1.1. *City-Contractor Coordination Meetings* – This includes 35 in-person meetings by two representatives of the Contractor. Anticipate 4 hours per meeting, per person for preparation, participation, and debriefing.
- 8.1.2. *Stakeholder Coordination Meetings* – This includes up to 18 in-person meetings by one representative of the Contractor with stakeholders where meetings are set by the city, INDOT, or INDOTs design consultant. Anticipate 4 hours per meeting, per person for preparation, participation, and debriefing.
- 8.2. Value Reviews & Coordination – Assist the city in reviewing and providing interpretation on information that is provided by INDOT or INDOTs design consultant. This includes but is not limited to design plans, displays, reports, and renderings. Anticipate an average of 4 hours per month by two representatives of the Contractor between July of 2024 and June of 2027.

TASK 9.0 SERVICES NOT BEING PROVIDED UNDER THIS AGREEMENT

Any services not specifically included above are not included in Contractor’s Scope of Services being provided under this Agreement. The services not being provided under this Agreement include, but are not limited to, the following:

- Permitting

- Mitigation and monitoring activities
- Any services not being provided as indicated in the Scope of Services

COMPENSATION

1.0 AMOUNT OF PAYMENT

- 1.1 The Contractor shall receive compensation for providing such professional services under Exhibit "A" of this Agreement in the amount of a total fee not-to-exceed Seven Hundred Fifty-Seven Thousand Nine Hundred Dollars (\$757,900.00), unless an amendment to this Agreement is executed by the parties that increases the maximum amount payable.
- 1.2 The Contractor shall be paid for the Services performed under Tasks 2.0, 3.0, 4.0, 5.0 and 6.0 of Exhibit "A" of this Agreement on a lump sum and expense basis, and in accordance to the lump sum fee schedule below:
- | | | |
|-------|--|--------------|
| 1.2.1 | NEPA Documentation..... | \$185,100.00 |
| 1.2.2 | Waters of the US Investigation/Report..... | \$31,500.00 |
| 1.2.3 | Cultural Resources Management..... | \$15,900.00 |
| 1.2.4 | Noise Analysis..... | \$55,100.00 |
| 1.2.5 | Hazardous Materials..... | \$5,600.00 |
- 1.3 The Contractor shall be paid for the Services performed under Tasks 1.0, 7.0, and 8.0, of Exhibit "A" of this Agreement on an hourly rate and expense basis based on the rates set forth in Exhibit "1", attached hereto and incorporated herein by reference and in accordance with the following schedule:
- | | | |
|-------|-------------------------|--------------|
| 1.3.1 | Project Management..... | \$162,600.00 |
| 1.3.2 | Public Relations..... | \$202,600.00 |
| 1.3.3 | As-Needed Services..... | \$99,500.00 |

2.0 METHOD OF PAYMENT

- 2.1 The Contractor shall submit invoices to the client on a monthly basis for services rendered. In no event shall the total of the Contractor's invoices exceed the amount provided in this Exhibit "A" without prior approval as provided elsewhere in this Agreement.
- 2.2 The City shall pay the Contractor for said invoices within thirty (30) calendar days for Contractor's services. ALL PAYMENTS SHALL BE MAILED TO LOCHMUELLER GROUP, INC. AT 6200 VOGEL ROAD, EVANSVILLE, INDIANA 47715.

EXHIBIT " 1 "



2024 INDIANA HOURLY RATE SCHEDULE ENGINEERING, ENVIRONMENTAL, SURVEYING AND PLANNING SERVICES

| CLASSIFICATION | HOURLY RATE | CLASSIFICATION | HOURLY RATE |
|-----------------------------------|-------------|---|-------------|
| Senior Project Manager II-IV..... | \$305 | Environmental Specialist IV..... | \$193 |
| Senior Project Manager I..... | \$257 | Environmental Specialist III..... | \$176 |
| Senior Engineer II..... | \$249 | Environmental Specialist II..... | \$138 |
| Senior Engineer I..... | \$247 | Environmental Specialist I..... | \$104 |
| Project Engineer IV..... | \$206 | Environmental Technician II..... | \$106 |
| Project Engineer III..... | \$197 | Environmental Technician I..... | \$102 |
| Project Engineer II..... | \$160 | Environmental Geologist..... | \$171 |
| Project Engineer I..... | \$152 | Historian/Section 106 Specialist IV..... | \$178 |
| Engineering Intern III..... | \$134 | Historian/Section 106 Specialist III..... | \$162 |
| Engineering Intern II..... | \$122 | Historian/Section 106 Specialist II..... | \$131 |
| Engineering Intern I..... | \$116 | Historian/Section 106 Specialist I..... | \$91 |
| Engineering Designer IV..... | \$202 | Certified Construction Engineer III..... | \$197 |
| Engineering Designer III..... | \$157 | Certified Construction Engineer II..... | \$168 |
| Engineering Designer II..... | \$148 | Certified Construction Engineer I..... | \$127 |
| Engineering Designer I..... | \$122 | Certified Construction Project Supervisor II..... | \$190 |
| Engineering Technician III..... | \$148 | Certified Construction Project Supervisor I..... | \$147 |
| Engineering Technician II..... | \$109 | Certified Construction Inspector II..... | \$142 |
| Engineering Technician I..... | \$90 | Certified Construction Inspector I..... | \$110 |
| IT System Specialist..... | \$233 | Transportation Planner IV..... | \$184 |
| Project Liaison..... | \$184 | Transportation Planner III..... | \$140 |
| Senior Trans Planner II..... | \$241 | Transportation Planner II..... | \$120 |
| Graphic Designer..... | \$152 | Transportation Planner I..... | \$94 |
| Senior Landscape Architect I..... | \$242 | Senior Appraiser..... | \$220 |
| Landscape Architect..... | \$140 | Right of Way Services Specialist..... | \$178 |
| Professional Surveyor IV..... | \$212 | Realty Specialist..... | \$131 |
| Survey Party Chief III..... | \$146 | Real Estate Buyer..... | \$89 |
| Survey Party Chief II..... | \$121 | Manager Administrative Services..... | \$144 |
| Survey Party Chief I..... | \$107 | Administrative Assistant..... | \$107 |
| Survey Technician..... | \$87 | Student Intern..... | \$76 |

TRAVEL TIME for survey crews will be charged both directions from door-to-door.

OVERTIME work will be performed only at the direction of the client. All work on survey crews, drafting or clerical over eight hours per day or work performed on weekends or holidays is considered overtime and will be billed at 1.25 times above quoted rates.

CONSTRUCTION LAYOUT: Contractors shall verify construction layout stakes and notify the surveyor of any discrepancies prior to construction.
 DIRECT EXPENSES will be charged to the client in addition to the above quoted rates. Mileage will be charged at the allowable federal mileage reimbursement rate at the time the mileage was incurred. Direct expenses include but are not limited to: mileage, filing fees, testing, express mail costs, etc. provided that they are reasonable and necessary for the accomplishment of the work.

These rates may be changed on an annual basis at the discretion of Lochmueller Group, Inc.

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): Lochmueller Group, Inc.

By (Written Signature): Jordyn Langley

(Printed Name): Jordyn Langley

(Title): Chief Human Resources Officer

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana

SS:

COUNTY OF Marion

Subscribed and sworn to before me this 13 day of June,
2024.

My commission expires: 8/31/2031 (Signed) Candis Mae Kessie

a. Residing in Marion County, State of Indiana



CANDIS MAE KESSIE
Notary Public, State of Indiana
Marion County
My Commission Expires: 8/31/2031
Commission Number 672403

