



Board of Public Works and Safety

Agenda Item

Cover Sheet

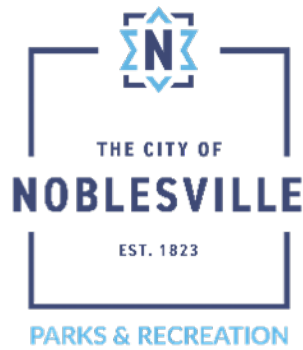
MEETING DATE: March 11, 2025

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

ITEM #: 9

INITIATED BY: Savannah Wines

- ☒ Information Attached
- ☐ Verbal
- ☐ No Paperwork at Time of Packets



TO: Mayor's Office

CC: Noblesville Board of Public Works and Safety

FROM: Savannah Solgere Wines, Director, Parks Department

SUBJECT: Service Agreement with American StructurePoint Inc. for Land Survey of the
Dillon Park Splashpad and Playground Area

DATE: March 11, 2025

The City of Noblesville Parks Department is working on the renovation of the Dillon Park splashpad and playground. One of the items we need before we can begin design is a land and topo survey. ASI would provide us with all files and formats necessary.



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 **StructurePoint 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 on July 31st, 2025 (“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 **Fifteen thousand Five Hundred Dollars and Zero Cents (\$15,500.00)**

- 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.

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 5.7.1 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, 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:
American StructurePoint Inc.
Attn: Jeff Douglass
9025 River Road, Suite 200
Indianapolis, IN 46240

To City:
Noblesville Parks
Attn: Savannah Wines
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 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.

_____ (**“Contractor”**)

By: _____

Date: _____

Printed: _____

Title: _____

City of Noblesville

By: _____

Date: _____

Printed: _____

Title: _____

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): _____

By (Written Signature): _____

(Printed Name): _____

(Title): _____

Important - Notary Signature and Seal Required in the Space Below

STATE OF _____

SS:

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____,
20 ____.

My commission expires: _____ (Signed) _____

a. Residing in _____ County, State of _____



February 21, 2025

Ms. Savannah Wines
City of Noblesville
701 Cicero Rd
Noblesville, IN 46060

Re: Topographic Survey
Dillon Park Playground and Splashpad Renovation
Noblesville, Indiana

Dear Ms. Wines:

American Structurepoint, Inc., is pleased to provide the following proposal for a topographic survey of the above mentioned property in Noblesville, Indiana (see attached aerial image).

PROJECT SCOPE

I. Topographic Survey

American Structurepoint will prepare a Topographic Survey for the site including the following:

- A. Survey crews shall have unrestricted access to project limits
- B. Survey to include those items notes the request for consultant services: land survey
- C. Establish horizontal (Indiana State Plane East) and vertical control (NAVD "88")
 - 1. Set 3 temporary benchmarks on site for use during construction
- D. Select topographic survey with ± 20 -foot grid including visible grade changes, top of bank, toe of slope and flow lines
- E. Locate aboveground evidence of utilities on site and marks made on the ground by local utility companies (Indiana 811). Utility locates will be called in one time (while field staff is onsite) and the markings will be collected from that one-time call in. One Call will only locate utilities within the public right-of-way or within recorded easements and typically does not include private utilities.
- F. CAD Drafting and creation of a TIN and contours (1-foot contour interval)
- G. Land Surveyors review

Survey Limits:



PROJECT DELIVERABLES

American Structurepoint will deliver copies of the Survey in PDF form and in AutoCAD 2018 (or later) to the client and to any additional parties specified by the client.

The services described above will be completed within 15 business days after notice to proceed is received.

American Structurepoint shall have no responsibility for any services or work, except as expressly identified in our agreement or as subsequently agreed to in writing. Any and all actions, communications, or work by American Structurepoint related to the project shall be subject to the terms of our agreement, except as otherwise stated by American Structurepoint. We shall have no responsibility for oversight or supervision of the contractors or their employees, for the means and methods of construction, or for the safety of persons on or off the job site. We shall have no responsibility to inspect for, or remove, hazardous materials. We are only responsible for the safety of our employees. Neither our professional activities, nor our presence or the presence of our subconsultants at the job site, shall relieve the Client of its obligations, duties, and responsibilities.

We will perform these services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. American Structurepoint shall not be responsible for the acts or omissions of the owner, the contractor and subcontractors, and their respective agents and employees, or any other persons or entities performing work on the project who are not under the direct control or authority of American Structurepoint.

We will make 1 set of revisions based on the consolidated comments of all interested parties and then, after reviewing and addressing those, we will sign and send a final survey. Any further revisions or changes will be charged at our hourly rate or a negotiated fee.

COMPENSATION

Compensation for services rendered will be lump sum/as indicated below and invoiced upon completion of the survey or monthly on a percent-complete basis (if necessary).

Topographic Survey..... (Lump Sum) \$ 15,500.00

Full payment of invoices is due by the addressee of this proposal within thirty (30) days of date of invoice regardless of the date or status of financial closing of the property and regardless of any third-party involvement. If payment is not made within 30 days of the date when the payment is due, we may, at our option, and effective upon the delivery of written notice of our intention to do so, terminate the contract or suspend further performance of our services under the contract, and we shall have no liability for delay or damage that results from the termination of the contract or suspension of services.

REIMBURSABLE EXPENSES

Reimbursable expenses include direct expenses incurred by American Structurepoint, Inc., or our consultants in the performance of work which is directly related to the project. These expenses are in addition to compensation for Basic and Supplemental services. Reimbursable expenses will be invoiced at 1.1 times our direct costs. These expenses include, but are not limited to, the following:

- Governmental agency review or permit fees

- Reproduction of documents for governmental agency review, bidding, or construction
- Reimbursable expenses charged to us by subconsultants
- Couriers and overnight deliveries, including FedEx, UPS, or similar carriers

SUPPLEMENTAL SERVICES

The fees listed above represent the total scope of services as we understand it at this time. We do not anticipate the need for the following services, but we are available to provide them for a supplemental fee if such a need should arise.

- A. Services resulting from changes of scope or magnitude of the project as described above and services resulting from changes made after the drawings are substantially complete
- B. Any additional on-site or off-site topographic or utility survey, ALTA/NSPS Land Title Survey, boundary surveys, primary or secondary platting, easement or right-of-way descriptions, land acquisition or appraisal services, tree survey, on-site private utility locates, construction staking and layout, as-built surveys, easement vacations or post-construction record drawings, except as defined above
- C. Determination of location or depth of utilities by means such as vacuum excavation or potholing
- D. Studies: Phase I or Phase II Environmental Site Assessment, environmental impact report, asbestos survey, traffic impact study, traffic signal warrant analysis, geotechnical investigations and reports, soil borings, materials testing, endangered species reports, etc.

Savannah, we thank you for this opportunity and look forward to working with you on this project. The fees for services contained in this proposal are valid for three months from the date of this letter. We are prepared to begin work on the project immediately upon written acceptance of this proposal. If the terms of this proposal are agreeable, please indicate your acceptance by returning a signed copy of this letter to our office. We will consider this our notice to proceed.

If you have any questions, please feel free to contact us at (317) 547-5580.

Sincerely,
American Structurepoint, Inc.

A handwritten signature in black ink, reading "Jeff A. Douglass". The signature is written in a cursive, flowing style.

Jeff Douglass, PS
Indiana Survey Group Leader

If the terms of this proposal are agreeable, indicate your acceptance by returning a signed copy of this letter to our office. We will consider this our notice to proceed.

Accepted by: _____

Printed Name: _____

Date: _____



Request for Consultant Services: Land Survey

For the following **Project**:

The City of Noblesville, IN, Dillon Park Playground and Splashpad Renovation

The **Owner**:

*The City of Noblesville, IN
701 Cicero Road
Noblesville, IN 46060*

The **Surveyor**:

*American StructurePoint Inc.,
9025 River Road
Suite 200
Indianapolis, IN 46240*

This Request for Consultant Services is intended to accompany the Noblesville Standard Services Agreement if awarded.

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2. Basic Services
 - a. General Requirements
 - b. Boundary Survey & ALTA/NSPS Boundary Survey Requirements
 - c. Topographical Survey Requirements
3. Specialty Services

1) General Information



- a. The surveyor's performance of the services set forth in this request is based upon the information contained in this section and the accompanying exhibits. If this information changes materially, the Owner and Surveyor shall appropriately adjust the schedule, the Surveyor's services, and the Surveyor's compensation.

b. Property Information

- i. Legal or other description of the Property to be surveyed.

Property is within the Dillon Park boundary in Noblesville, IN. Exact limits are shown on the exhibit (attached).

The property as shown on the attached exhibit is within the Dillon Park Boundary and is intended to include the area that contains the existing playground, splashpad, parking, shelters, cell towers, surrounding pavement and parking.

- ii. *Site access is provided by the arrangement below:*

X - The Owner has title to the Property and the right of entry for the Surveyor to perform its services.

- Permission for entry provided by:

Savannah Solgere Wines, (317-776-6350), City of Noblesville Parks and Recreation Department

- Conditions

7:30am-5pm Monday - Friday

- iii. The Surveyor shall contact the following person(s) to schedule and make necessary arrangements for access to the Property.

*Butch Tincher (317-366-3099)
Savannah Solgere Wines (317-776-6350)*

- iv. The Owner shall provide the Surveyor with documents in the Owner's possession, such as geotechnical reports and surveys, that contain relevant information about the existing condition of the Property,



including information regarding boundary lines, topography, means of access to the site, utilities, encumbrances, locations of structures that may be affected by the Project. Include information from Owner supplied drawings on survey. Note source of this information on the survey.

2) Basic Services

a. General Requirements

- i. All services shall be performed by qualified personnel under the supervision of a surveyor licensed to practice in the jurisdiction in which the Project is located.
- ii. The Surveyor shall take reasonable precautions to prevent damage to the Property and shall reasonably restore the site to the condition existing prior to the Surveyor's entry.
- iii. The Surveyor shall review the information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Surveyor's services. The requirements of this Agreement shall be in addition to such laws, codes, and regulations. If a conflict exists between the requirements of the jurisdiction in which the Project is located and the requirements of this Agreement, the Surveyor shall notify and consult with the Owner prior to proceeding with the services impacted by the conflict.
- iv. In order to satisfy the requirements of this Agreement, the Surveyor's research may include site observations, review of public records provided by the Owner and any research required by the jurisdiction in which the Project is located. The Surveyor shall promptly notify the Owner if such research is inadequate to satisfy the requirements of this



Agreement and, upon written authorization from the Owner, provide further research as a Specialty Service.

- v. The Surveyor shall conduct a survey of the Property in accordance with the selection(s) made below. If more than one selection is made, all information shall be on the same drawing unless the Owner requests otherwise.

< > Boundary Survey as described in Section 2.b

< > ALTA/NSPS Boundary Survey as described in Section 2.b

<X> Topographical Survey as described in Section 2.c

<X> If ALTA or Boundary are selected and Topographical Survey, the

surveyor shall provide preliminary digital files to design team in advance of completing the ALTA survey to facilitate Project advancement.

- vi. The Surveyor shall establish a benchmark at the site, record the benchmark and its location on each drawing, and reference its elevation to:

< > National Geodetic Vertical Datum (NGVD) 1929

<X> North American Vertical Datum (NAVD) 1988 and give location of benchmark used

< > Assumed elevation < > at < >

< > Official town or city datum < >

< > Other

- vii. The Surveyor shall prepare the survey drawings in accordance with the following requirements:

- 1. The drawings shall note all dimensions and elevations in:

(Imperial units shall be used if the Owner and Consultant do not select units of measurement below or do not subsequently agree in writing to units of measurement.)

- a. < X> Imperial Units (feet, inches, etc.) at:

- i. < > scale (i.e. 1:20, 1:30, etc.)

- ii. <X> annotative



- b. < > Metric units (*If selected, imperial units used in all other sections of this Agreement shall be expressed as appropriate metric units.*)
 - i. < > scale
 - ii. < > annotative
- 2. The survey shall be recorded in indicated horizontal coordinate systems:
 - a. < > US Survey Foot
 - b. <X> International Foot
 - c. <X> NAD83 State Plane
 - d. < > NAD27 State Plane
 - e. < > Other
- 3. The sheets in the drawings shall be 24" tall x 36" wide with left binding edge and borders at 1/2".
- 4. The drawings shall show a north arrow and locate north directed to the top of the sheet unless otherwise agreed upon by architect.
- 5. The drawings shall include a legend of symbols and abbreviations used on the drawings.
- 6. The drawings shall include spot elevations on paving or other hard surfaces to the nearest 0.01 foot; on other surfaces, to the nearest 0.1 foot.
- 7. The Surveyor shall provide the survey drawing to the Owner in a medium and format determined by the Owner. The Surveyor shall also provide the drawings to the Owner in the below indicated format(s) after the survey has been reviewed and accepted by Owner. The Surveyor shall sign and seal the



drawings with an appropriate certification statement as required by the jurisdiction in which the Project is located.

- a. <X> PDF signed and sealed.
 - b. < > AutoCAD Standard 2018 or newer. All Objects converted to eliminate the need for Object Enablers.
 - c. <X> AutoCAD Civil3d 2018 or newer. Including object data and 3d surface.
 - d. < > Land XML (*if not using AutoCAD Civil3d)
 - e. < > Original instrument data
8. Digital files are to be provided adhering to the following standards:
 - a. All items, including but not limited to markers, styles, text objects, blocks, etc. shall be set to color 'by-layer' and linetype 'by-layer'.
 - b. All linetypes and text shall be annotative to allow adjustment of scale as needed by the design team.
 - c. Use 'Arial' as the font.
 - d. Surveyor shall utilize and abide by the layering system (layer names, linetypes, etc.) as provided by RATiO in the form of a .DWG. If a representative layer does not exist for a surveyed object, Surveyor may utilize their own layer naming but shall include the prefix 'VV-'.
 - e. No objects shall be placed on Layers '0' or 'Defpoints'.
(This includes parent objects and nested child objects.)
9. Upon receipt of Survey, RATiO will review survey file for adherence to RATiO standards and land survey requirements. Non-conforming surveys will be returned with comments for revision. Revised survey shall be returned to RATiO with 7



business days. (It is encouraged that Surveyor contact RATIO in advance of initial submittal to discuss requirements to avoid potential Project delay.)

b. Topographical Survey Requirements

- i. If the Topographical Survey is selected in Section 2.a.v, the Surveyor shall prepare the survey in accordance with the requirements of, and the survey shall contain the information set forth in, this section 2.c.
- ii. Note a minimum of three permanent benchmarks on site for each four acres and a description and elevation of each benchmark to the nearest 0.01 foot.
- iii. Show contours at 1-foot intervals. Every fifth contour line is to be drawn with a line of greater weight than the intermediate four and shall be provided on the appropriate layer. Contour lines are to accurately reflect the presence of sudden changes in topographic relief such as curbs and walls.
- iv. Note spot elevations at each intersection of a 20 feet square grid covering the Property.
- v. Note spot elevations at street intersections and at 20 feet on center of curb, gutter, sidewalk edge of paving, including far side of paving and corners of pavement. Note spot elevations at all change in grade (including but not limited to ramps and curb ramps). Note spot elevations at the top and bottom of each set of stairs. Note center of swales and top and bottom of banks.
- vi. Show plotted location of structures (i.e. buildings, foundations, etc.), paving, improvements (i.e. curbs, fences, pavements, etc.), and other permanent features. Show observed evidence of subsurface structures.



- vii. Show interior floor elevations and exterior pavement elevations at each entrance of buildings on the Property.
- viii. Show the information set forth in this Section 2.c.viii for utilities on or adjacent to the Property. The following information shall be shown based on record information, surface evidence, and information obtained from the appropriate public utility location service.
(Inadequate record data requiring the Surveyor to employ techniques of subsurface exploration to locate utilities will be a Specialty Service subject to Owner approval.) Surface objects such as hatches, manholes, tank lids, power boxes, inlets, catch basins, etc. shall be shown to scale.
- ix. Location, size, depth, and pressure of water and gas mains, central steam, and other similar utilities such as buried tanks and septic fields.
- x. Location of fire hydrants available to the Property and the location, size, depth, and pressure of the main serving each.
- xi. Location elevation and characteristics of power, cable television, fiber optics, street lighting, traffic control facilities, and communications systems above and below grade.
- xii. Location, size, depth, and direction of flow of sanitary sewers, combination sewers, storm drains, culverts, and other drainage facilities; location of catch basins, cleanouts and manholes, and invert elevation of each.
- xiii. Name of the operating authority, including contact person and phone number, for each utility indicated above.
- xiv. Source of information for each utility shown, such as existing survey or record documents from utility company, and whether the utility location has been verified.



- xv. Note elevation of water in any excavation, well, or body of water on or adjacent to the Property. Show mean elevation of such water if available in public records or records provided by the Owner.
- xvi. Show location of flood plain and flood level of streams or adjacent bodies of water based on graphic plotting from the current applicable FEMA Flood Insurance Rate Map. Plot 100-year flood elevations if identified by the FEMA Flood Insurance Rate Map or otherwise available from state or local authorities. Indicate source of information.
- xvii. Note approximate extent of watershed onto Property and indicate the source of the information.
- xviii. Show location of test borings if ascertainable, and the elevation of the tops of holes. If test borings are completed after acceptance of survey, Surveyor to return to site to collect and provide to Owner in a separate .DWG file.
- xix. Show location of trees greater than 2 inches in diameter at 4 feet in height; locate within one foot (horizontal) tolerance.

<X> Provide tree canopy diameter. Tree block to be drawn to scale and provide accurate representation of tree canopy diameter.
- xx. Show location of all trees within boundary area to be included in the survey; locate to center within six inches (horizontal) tolerance. Identify species, give diameter at breast 4 feet in height, show extent of tree canopy(ies) and provide ground elevation on upper slope side.
- xxi. Show perimeter outline only of thickly wooded areas, outlines of planting beds (metal or spade edge), and shrub massing unless otherwise agreed upon between the Owner and Surveyor.
- xxii. Describe significant natural features.
- xxiii. Show location(s) of confirmed soil contamination(s). Indicate source of information.



xxiv. Provide current geolocated aerial imagery of project area within the survey .DWG. Preferred file format .TIFF.

xxv. Other

Note Spot Elevations at corners of pool deck, pool edges, top and bottom of pool, fences/gates, and all hardscape pavement





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scope area

scope area

scope area

scope area



Dillon Park Splash Pad

Google



General Conditions

These general conditions apply to the letter agreement dated February 21, 2025, referencing a topographic survey for Dillon Park in Noblesville, IN by and between The City of Noblesville hereinafter referred to as "Client", and American Structurepoint, Inc 9025 River Road, Suite 200, Indianapolis, Indiana 46240, hereinafter referred to as "Consultant," wherein it is agreed as follows:

Standard of Care. The Consultant shall endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in designs, drawings, specifications, and other services if the errors or deficiencies resulted, independently of all other causes, from negligence of the Consultant.

Ownership of Documents. All reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant as instruments of service shall remain the property of the Consultant. The Consultant shall retain all common law, statutory, and other reserved rights, including the copyright thereto. If desired, the Consultant shall provide the Client with a reproducible copy of final documents to be used in operation and maintenance of the project.

Access to Records. Full access to the work during the progress of the work shall be available to the Client. The Consultant and his subconsultants shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the period of this Agreement, and for three years from the date of final payment under the terms of this agreement, for inspection by the Client.

Liability for Damages. The presence of the Consultant or its employees and subconsultants at a construction/project site shall not relieve the General Contractor of its obligations, duties, and responsibilities, including but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees the General Contractor shall be solely responsible for jobsite safety.

Changes in Work. In the event the Client requires a major change in scope, character, or complexity of the Consultant's services after the services have progressed as directed by the Client, adjustments in compensation to the Consultant and adjustments to time allowed for performance of the services as modified shall be negotiated by the Client and the Consultant in the exercise of their honest and reasonable judgment. The Consultant shall not commence the additional services or the change of the scope of the services until a supplemental agreement is executed and the Consultant is authorized in writing by the Client.

Insurance. The Consultant shall procure and maintain throughout the term of this agreement the following types of insurance.

- ◆ Worker's Compensation insurance as required by law
- ◆ Comprehensive General Liability insurance including contractual liability and liability arising out of the use of automobiles
- ◆ Professional Liability insurance

Payment Terms. The Consultant may submit to the Client a maximum of one invoice voucher per calendar month for work covered under this agreement. The invoice voucher shall represent the value, to the Client, of the partially completed services as of the date of the invoice voucher. Payment is due upon receipt of the invoice.

Suspension of Services. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

Termination. In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- ◆ Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- ◆ Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- ◆ Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- ◆ Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Non-Discrimination. The Consultant and its subconsultants, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of services under this agreement with respect to hire, tenure, terms, conditions, or privileges of employment, or any other matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin, or ancestry.

Successors and Assignees. The Client and the Consultant each binds itself and its successors, executors, administrators, and assignees to the other party of this agreement, and to the successors, executors, administrators, and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this agreement. Except as above set forth, neither the Client nor the Consultant shall assign, sublet, or transfer its interest in this agreement without the written consent of the other.

Supplements. This agreement may only be amended, supplemented, or modified by a written document executed in the same manner as this agreement.

Governing Law. This agreement shall be interpreted and enforced according to the laws of the State of Indiana.

Limitation of Liability. To the fullest extent permitted by law, Client and Consultant (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Client under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Consultant, whichever is greater.

Mediation. In an effort to resolve any conflicts that arise during the design and construction of the project or following the completion of the project, the Client and the Consultant agree that all disputes between them arising out of or relating to this agreement or the project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.