

Date: February 27, 2024
To: Board of Public Works and Safety
From: Denise Aschleman, Principal Planner
Subject: Contract/Services Agreement for West Gateway Plan and East Gateway Plan

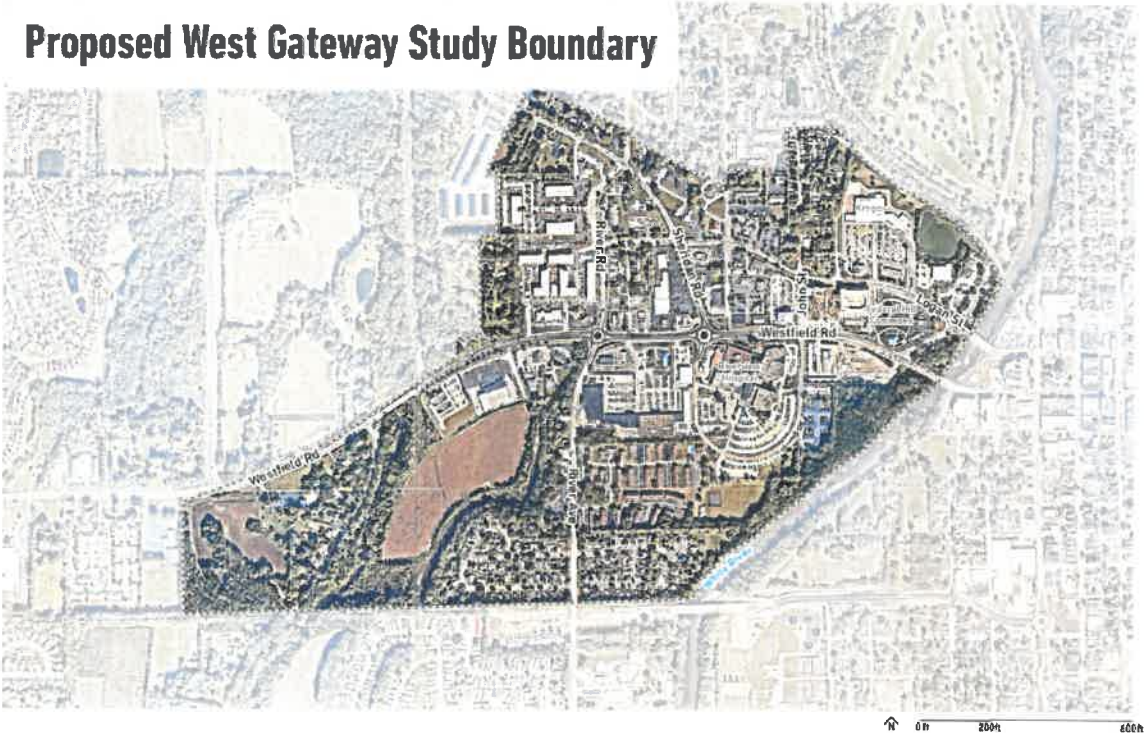
This is a contract with MKSK that will result in the production of two plan documents. The first document is the West Gateway Plan. The plan area is shown on the attached exhibit and is generally the area on the west side of the River on either side of State Road 32 to River Road, then the area between the south of State Road 32 to the Pleasant Street extension. The second document will be the East Gateway Plan. The east gateway area is shown on the attached exhibit and is generally the area on both sides of State Road 32 from 18th Street to State Road 37 and down to the area around Firestone and Pleasant Street.

The plans will be paid for out of the Economic Development budget which was part of a budget request. Staff recommends that the Board approve the services agreement.

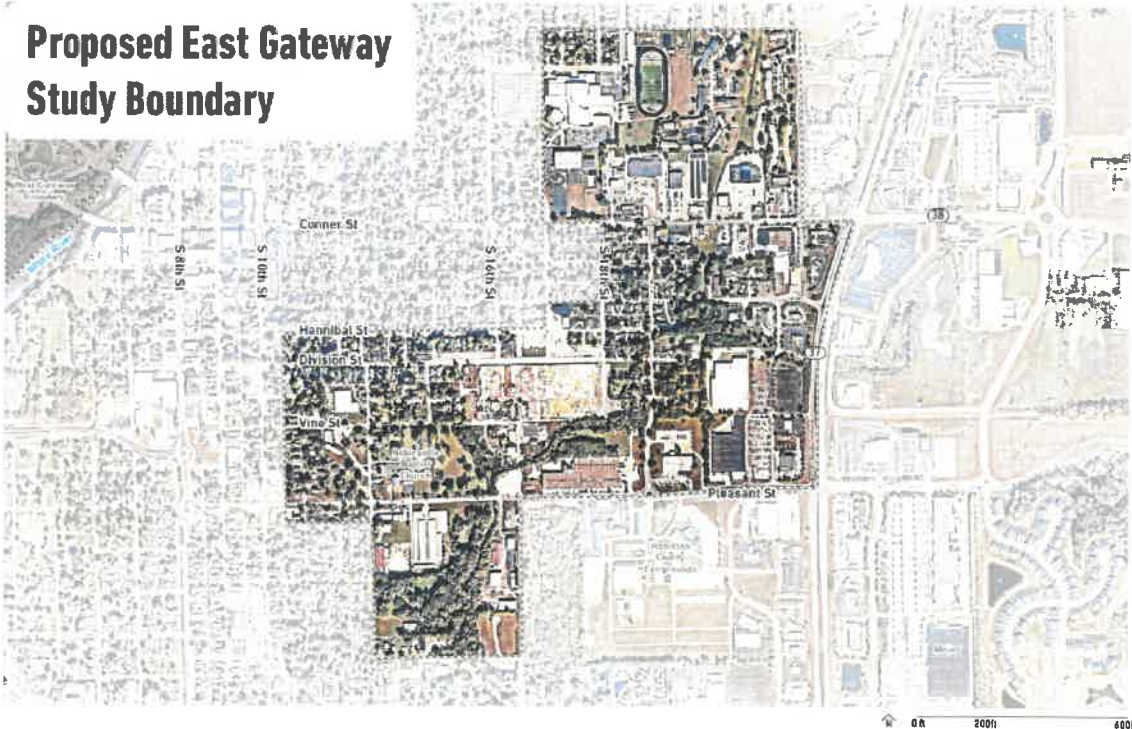


Attachment D. West Gateway study area boundary

Proposed West Gateway Study Boundary



Attachment E. East Gateway study area boundary



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 **MKSK** hereinafter referred to as “Consultant”), and its successors and assigns, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. INTERPRETATION AND INTENT

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

SECTION II. DUTIES OF CONTRACTOR

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

SECTION III. TERM

- 3.1 The term of this Agreement shall begin upon execution and terminate December 31st, 2024, (“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 Three Hundred Seventy Dollars (\$370,000.00)

- 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 Consultant 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 reasonable attorneys’ fees and court costs and other expenses, arising out of or resulting from any negligent acts, errors, or omissions of the Consultant. 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 Consultant:
MKSK, Inc.
Attn: Thomas Porto
462 South Ludlow Street
Columbus, OH 43215

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

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

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

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

5.13 Conflict of Interest.

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

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

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

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

5.16 Applicable Laws; Forum.

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

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

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

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

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

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

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

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

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

5.23.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming 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.

MKSK, Inc. _____ (“Consultant”)

By: *T. Porto*

Date: February 19, 2024

Printed: Thomas Porto

Title: C.F.O.

Approved by the Board of Public Works and Safety of the City of Noblesville this 27th
day of February 2024.

JACK MARTIN, PRESIDENT

 [Signature]

JOHN DITSLEAR, MEMBER

 [Signature]

LAURIE DYER, MEMBER

 [Signature]

ROBERT J. ELMER, MEMBER

RICK L. TAYLOR, MEMBER

ATTEST:

 [Signature]

EVELYN L. LEES, CLERK
CITY OF NOBLESVILLE, INDIANA

E-Verify Affidavit

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

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

(Contractor): MKSK, Inc.
By (Written Signature): [Signature]
(Printed Name): Thomas Porto
(Title): C.F.O.

Important - Notary Signature and Seal Required in the Space Below

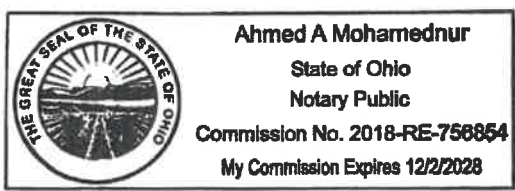
STATE OF Ohio
COUNTY OF Franklin

SS:

Subscribed and sworn to before me this 31 day of January,
2024.

My commission expires: 12-02-28 (Signed) [Signature]

a. Residing in Franklin County, State of Ohio



1/29/2024



Noblesville Gateway Plans - Fee Proposal

Good afternoon,

On behalf of the MKSK team, please review the attached fee proposal to authorize MKSK to complete plans for Noblesville's East and West Gateways. We have based our proposal on the information provided during the preparation session with the city team and emailed feedback. We agree that several overlaps and synergies exist between these projects and the area's future, and our workplan is tailored to address those needs. We propose starting this project in mid-February and concluding by the end of 2024, with the bulk of the work completed before Thanksgiving. Where possible, meetings will be grouped on the same day for both scopes of work while still maintaining the staggered schedule for both studies.

Our team is composed of the following professionals and services to be authorized as subconsultants under MKSK's prime agreement with the City of Noblesville:

- **MKSK.** Lead consultant, project management, planning, urban design, landscape architecture, placemaking, - sustainability
- **JQOL.** Civil engineering (subconsultant contracted to MKSK)
- **Policy Analytics.** TIF and market analysis (subconsultant contracted to MKSK)
- **Pure Development.** Development advisory (subconsultant contracted to MKSK)

Our proposal contains the following sections:

- **Attachment A.** Project scope and fee chart
- **Attachment B.** West Gateway SOW
- **Attachment C.** East Gateway SOW
- **Attachment D.** West Gateway study area boundary
- **Attachment E.** East Gateway study area boundary
- **Attachment F.** Professional rate and fee schedule
- **Attachment G.** Draft schedule

We are excited by the experience of our collective team and the leadership and knowledge that we will bring to this project and the community. We look forward to the opportunity to discuss our team, approach, methodology, experience, and how we are the best fit for this challenge and opportunity.

Respectfully Submitted,

Andy Knight, PLA, Principal in Charge (authorized to execute contract)

Valerie Berstene, AICP and AIA, Associate (project manager)

Aaron Kowalski, AICP, Senior Associate (client manager)

Attachment A. Project Scope and Fee Chart

Noblesville Gateway Plans	
Cost Estimate	
West Gateway Total	
Task 1: Project Kickoff and Understanding (and ongoing work/coordination)	
Task 2: Define and Develop a Community Engagement Plan	
Task 3: Develop Vision, Goals, and Objectives	
Task 4: Develop Plan Recommendations	
Task 5: Develop an Implementation Strategies and Final Reports	
Total Expenses	
Total Cost Estimate:	\$185,000
East Gateway Total	
Task 1: Project Kickoff and Understanding (and ongoing work/coordination)	
Task 2: Define and Develop a Community Engagement Plan	
Task 3: Develop Vision, Goals, and Objectives	
Task 4: Develop Plan Recommendations	
Task 5: Develop an Implementation Strategies and Final Reports	
Total Expenses	
Total Cost Estimate:	\$185,000
Total Cost for Plans:	\$370,000
Additional Services Options	
Additional City Approval Meetings	Charged Hourly
Additional Community Meetings	\$10,000-\$15,000 per meeting (includes prep and travel)
Additional Catalytic Sites (including development analysis, massing, and modeling)	\$7,500 per site
Additional Renderings	\$3,000 each

Attachment B. West Gateway SOW (this process would begin in February 2024)**TASK 1 – PROJECT KICKOFF & UNDERSTANDING (approximately one month)**

- 1.1 Establish a Project Management Team (PMT) of City staff, including Economic Development, Engineering, Parks, Community Relations Manager, and consultant team members to guide this process through ongoing coordination. At a kickoff meeting, this PMT will develop and refine a project timeline with project phasing and dates, public and stakeholder engagement, and project milestones. During this kickoff meeting, we will discuss key issues and opportunities within the West and East Gateways.
- 1.2 Tour the West and East Gateways with City staff following the kickoff meeting to gain a larger understanding of the area, make detailed observations of existing conditions, and start to build upon a list of opportunities related to redevelopment, development of an iconic gateway, open spaces/parks, and roadway and pedestrian improvements.
- 1.3 Compile all GIS and planimetric data for asset mapping and analysis.
- 1.4 Conduct an existing conditions assessment that includes demographics, history, and asset mapping (land use, zoning, existing infrastructure (i.e., road and sidewalk/trail networks, storm, and sanitary sewer systems, etc.), flood plain, recent/planned development projects, public investments, historic properties, topography/terrain, and others as deemed necessary).
- 1.5 Conduct a plan and project alignment to review previous plans, studies, and ongoing projects for the area, summarizing key findings, recommendations, and implementation items. Relevant plans and projects include the following:
 - Noblesville Comprehensive Plan (2020)
 - Housing Analysis (2016)
 - Thoroughfare Plan (2008)
 - Parks and Rec Master Plan (2020)
 - Alternative Transportation Plan (2015)
 - Downtown Streetscape Master Plan (2018)
 - Logan Street enhanced sidewalk with possible intersection improvements
 - Planned roundabout by Federal Hill apartments
 - Planned trail connection between Federal Hill and Forest Park
 - Align with the ongoing Alternative Transportation Plan and Trail Analysis
 - Pleasant Street Plan
 - White River Vision Plan
 - Others as provided by the city
 - Any other infrastructure projects in the area
- 1.6 Organize an Advisory Group that includes neighborhood residents, business owners, IEDC representatives, developers, Noblesville Creates, Main Street organization, Riverview, and other identified stakeholders to act as a representative voice of the district's interests. This group will meet at project milestones to guide the process. During this first task, City staff will develop a list of potential members of this group and confirm their interest and availability.

Meetings:

- PMT Kickoff Meeting and ongoing coordination

Deliverables:

- Key Observations from Site Tour
- Existing Conditions Analysis
- Plan Alignment

TASK 2 – DEFINE & DEVELOP A COMMUNITY ENGAGEMENT PLAN (approximately one month)

2.1 Create an engagement plan that prioritizes strategies for engagement, sets points of contact, and identifies engagement expectations.

2.2 Launch an online survey to broaden the team’s understanding of the district’s strengths, challenges, and opportunities. The survey can be distributed through the City’s social media and email lists.

2.3 Develop an interactive mapping tool where people can place their ideas locationally and see what others say about the study area.

2.4 Host a Kickoff Meeting with the Advisory Group to present the project timetable and phasing and establish project goals. Conduct an interactive activity at this meeting to identify area strengths, weaknesses, and opportunities.

2.5 Conduct stakeholder roundtables to address the area's priorities, concerns, and opportunities. Meetings (up to four total) will be conducted virtually in one-hour sessions, with participants grouped by shared interests or themes. Potential participants are to be refined upon selection, including neighborhood groups, developers, business owners, non-profits, City department representatives, etc.

2.6 Present at a Joint Plan Commission and City Council meeting to introduce the project, discuss key findings and observations, and collect feedback on their priorities and ideas for opportunities in the area.

Meetings:

- PMT Ongoing Coordination
- Advisory Group Kickoff Meeting
- Stakeholder Roundtables (up to 4)
- Joint Plan Commission and City Council Meeting

Deliverables:

- Engagement Plan
- Online Survey
- Advisory Group Kickoff Takeaways
- Stakeholder Roundtable Takeaways
- Joint Plan Commission and City Council Meeting Takeaways

TASK 3 – DEVELOP THE WEST GATEWAY DISTRICT VISION, GOALS & OBJECTIVES (approximately two months)

3.1 Develop plan goals and objectives using best practices focused on districts with iconic gateway structures, survey results, and feedback gathered from each meeting to inform a draft vision, goals, and objectives.

3.2 Engage the community at a Visioning Workshop to introduce the plan, present initial impressions, a current understanding of the area’s identity, and report on what we have heard from residents and

stakeholders. This meeting will include a brief presentation with an overview of the project and interactive activities where the community can engage in one-on-one conversations with the consultant team and City staff. Interactive activities that we've utilized successfully in the past include "Build your own development/park/gateway," dotmocracy look and feel preference boards, strengths and weaknesses pins on large aerials, comment cards / "my vision for this project/gateway is..." cards, etc. We will work with you to tailor this Visioning Workshop to ensure we receive meaningful and valuable feedback informing the process and promoting a community-driven and supported vision.

Meetings:

- PMT Ongoing Coordination
- Community Visioning Workshop

Deliverables:

- Online Survey Results
- Plan Vision, Goals, and Objectives

TASK 4 – DEVELOP PLAN RECOMMENDATIONS (approximately one month)

4.1 Develop plan components in collaboration with the PMT. The plan components will include the following:

a. *Land Use Component* – This will include an analysis of current trends and planned developments, identifying incompatible uses and potential development sites, an infill redevelopment strategy, identification of locations for an iconic gateway structure, and a methodology that promotes a walkable and thriving area adjacent to Downtown Noblesville. This component will include concepts and 3D elements to help visually convey potential future development of the area.

b. *Infrastructure Component* – Analysis of storm and sanitary sewers and other utilities will be included in this component to show existing systems and networks, as well as recommended improvements with a focus on innovative Best Management Practices (BMPs), needed to support and promote development in the area.

c. *Design and Development Component* – Design and development guidelines and policies will be created to ensure that future development of the West Gateway area promotes walkability, high-quality design and is cohesive with Downtown and surrounding residential areas. The standards will include recommended setbacks, heights of buildings, percentage of open space, minimum and maximum parking and bike standards, landscaping and streetscaping standards, and materiality and design standards.

d. *Urban Design Component* – Building upon the Land Use and Design and Development Components, the team will develop up to three concepts for an iconic gateway structure in the study area focused on activation, brand, and ability to strengthen economic development through public investment in the West

Gateway. Concepts will be refined into a preferred concept with renderings, key considerations, and ROM cost estimates included.

e. *Mobility Component* – This component will focus on the transportation elements of the area and includes recommendations and proposed street sections for existing roadways focused on Complete Streets. Recommendations may include road reconfigurations, midblock crossings, intersection improvements, bike facilities, and location of streetscape enhancements. Trail connections will also be identified and will include recommendations on best practices for trail crossings.

f. *Economic and Fiscal Impact Analysis Component* – The consultant team will prepare development feasibility based on similar markets in Hamilton County and the Indianapolis metropolitan area. A high-level pro forma will be developed to evaluate assessed values from development to determine the level of infrastructure investment from TIF funds and potential tax abatement opportunities. The pro forma will evaluate a proposed development to see if it meets the district’s objectives. This component will also include ROM cost estimates for development to be utilized in the proforma/TIF projections.

4.2 Share Plan Component Drafts with the Advisory Group at a Second Meeting. This meeting will provide an overview of the results from the community engagement process and provide an overview of the plan components and recommendations.

4.3 Host a second Community Meeting in which the consultant team presents draft recommendations, accompanied by displays, stations, activities, or small group discussions to gather feedback and gauge community support.

Meetings:

- PMT Ongoing Coordination
- Advisory Group Meeting #2
- Community Meeting #2

Deliverables:

- Draft Plan Components

TASK 5 – DEVELOP AN IMPLEMENTATION STRATEGY & FINAL REPORT (approximately one month)

5.1 Craft an implementation strategy with plan recommendations by component. Recommendations should be aspirational yet feasible. The plan will specify potential project partners, recommended timeframes, potential funding sources, and suggested project champions in a summary table.

5.2 Produce a visually compelling final document that inspires the public and can be a tool for the City to use in order to implement this transformative project. The document will be provided in digital PDF

format suitable for web and device viewing and print. This will include a graphic executive summary not to exceed ten pages.

5.3 Host a final Advisory Group Meeting to establish project champions for the next steps and review the implementation strategy and draft plan.

5.4 Assist City Staff with the adoption process, attending and presenting at a joint Plan Commission and City Council meeting. The consultant team will make up to two rounds of edits to the final plan document.

Meetings:

- PMT Ongoing Coordination
- Advisory Group Meeting #3
- Joint Adoption Meeting

Deliverables:

- Implementation Strategy
- Draft and Final Plan Document
- Executive Summary

Attachment C. East Gateway SOW (this process would begin in March 2024)

TASK 1 – PROJECT KICKOFF & UNDERSTANDING (approximately one month)

- 1.1 Establish a Project Management Team (PMT) of City staff, including Economic Development, Engineering, Parks, Public Safety/Police, Community Relations Manager, and consultant team members to guide this process through ongoing coordination. At a kickoff meeting, this PMT will develop and refine a project timeline with project phasing and dates, public and stakeholder engagement, and project milestones. We will discuss key issues and opportunities within the West and East Gateways during this kickoff meeting.
- 1.2 Tour the West and East Gateways with City staff following the kickoff meeting to gain a larger understanding of the area, make detailed observations of existing conditions, and start to build upon a list of opportunities related to redevelopment, development of an iconic gateway, open spaces/parks, and roadway and pedestrian improvements.
- 1.3 Compile all GIS and planimetric data for asset mapping and analysis.
- 1.4 Conduct an existing conditions assessment that includes demographics, history, and asset mapping (land use, zoning, existing infrastructure (i.e., road and sidewalk/trail networks, storm, and sanitary sewer systems, etc.), flood plain, recent/planned development projects, public investments, historic properties, topography/terrain, and others as deemed necessary).
- 1.5 Conduct a plan and project alignment to review previous plans, studies, and ongoing projects for the area, summarizing key findings, recommendations, and implementation items. Relevant plans and projects include the following:
 - Noblesville Comprehensive Plan (2020)
 - Housing Analysis (2016)
 - Thoroughfare Plan (2008)
 - Parks and Rec Master Plan (2020)
 - Alternative Transportation Plan (2015)
 - Downtown Streetscape Master Plan (2018)
 - Any other infrastructure projects in the area
 - Permitted uses of Firestone site pursuant to Charitable Contribution Agreement
 - Preliminary conceptual design for new public safety building
- 1.6 Organize an Advisory Group that includes neighborhood residents, business owners, police/FOP, Acuity (environmental), Veridus (owners rep), IEDC representatives, developers, and other identified stakeholders to represent the district's interests. This group will meet at project milestones to guide the process. During this first task, City staff will develop a list of potential members of this group and confirm their interest and availability. Subsets of this group may also be asked to meet in smaller format meetings on an ad hoc basis. Some members of this group may be the same as West Gateway. Where possible, meetings will be grouped on the same day for both scopes of work.

Meetings:

- PMT Kickoff Meeting and ongoing coordination

Deliverables:

- Key Observations from Site Tour
- Existing Conditions Analysis
- Plan Alignment

TASK 2 – DEFINE & DEVELOP A COMMUNITY ENGAGEMENT PLAN (approximately one month)

2.1 Create an engagement plan that prioritizes strategies for engagement, sets points of contact, and identifies engagement expectations.

2.2 Launch an online survey to broaden the team’s understanding of the district’s strengths, challenges, and opportunities including public information tailored to environmental issues and remediation. The survey can be distributed through the City’s social media and email lists. OR, at the client's discretion, this could be converted to up to additional small group stakeholder meetings.

2.3 Develop an interactive mapping tool where people can place their ideas locationally and see what others say about the study area.

2.4 Host a Kickoff Meeting with the Advisory Group to present the project timetable and phasing and establish project goals. Conduct an interactive activity at this meeting to identify area strengths, weaknesses, and opportunities.

2.5 Conduct stakeholder roundtables to address the area's priorities, concerns, and opportunities. Meetings (up to four total) will be conducted virtually in one-hour sessions, with participants grouped by shared interests or themes. Potential participants are to be refined upon selection, including neighborhood groups, developers, business owners, non-profits, City department representatives, etc.

2.6 Present at a Joint Plan Commission and City Council meeting to introduce the project, discuss key findings and observations, and collect feedback on their priorities and ideas for opportunities in the area.

Meetings:

- PMT Ongoing Coordination
- Advisory Group Kickoff Meeting
- Stakeholder Roundtables (up to 4)
- Joint Plan Commission and City Council Meeting

Deliverables:

- Engagement Plan
- Online Survey
- Advisory Group Kickoff Takeaways
- Stakeholder Roundtable Takeaways
- Joint Plan Commission and City Council Meeting Takeaways

TASK 3 – DEVELOP THE WEST GATEWAY DISTRICT VISION, GOALS & OBJECTIVES (approximately two months)

3.1 Develop plan goals and objectives using best practices focused on districts with iconic gateway structures, survey results, and feedback gathered from each meeting to inform a draft vision, goals, and objectives.

3.2 Engage the community at a Visioning Workshop to introduce the plan, present initial impressions, a current understanding of the area’s identity, and report on what we have heard from residents and stakeholders. This meeting will include a brief presentation with an overview of the project and

interactive activities where the community can engage in one-on-one conversations with the consultant team and City staff. Interactive activities that we've utilized successfully in the past include "Build your own development/park/gateway," dotmocracy look and feel preference boards, strengths and weaknesses pins on large aerials, comment cards / "my vision for this project/gateway is..." cards, etc. We will work with you to tailor this Visioning Workshop to ensure we receive meaningful and valuable feedback informing the process and promoting a community-driven and supported vision.

Meetings:

- PMT Ongoing Coordination
- Community Visioning Workshop

Deliverables:

- Online Survey Results
- Plan Vision, Goals, and Objectives

TASK 4 – DEVELOP PLAN RECOMMENDATIONS (approximately one month)

4.1 Develop plan components in collaboration with the PMT. The plan components will include the following:

a. *Land Use Component* – This will include an analysis of current trends and planned developments, identifying incompatible uses and potential development sites, an infill redevelopment strategy, identification of locations for an iconic gateway structure, and a methodology that promotes a walkable and thriving area adjacent to Downtown Noblesville. This component will include concepts and 3D elements to help visually convey potential future development of the area.

b. *Infrastructure Component* – Analysis of storm and sanitary sewers and other utilities will be included in this component to show existing systems and networks, as well as recommended improvements with a focus on innovative Best Management Practices (BMPs), needed to support and promote the development in the area. Furthermore, brownfield redevelopment analysis will be included as part of this study utilizing reports/information publicly available or information provided by the city and/or its consultants.

c. *Design and Development Component* – Design and development guidelines and policies will be created to ensure that future development of the West Gateway area promotes walkability, high-quality design and is cohesive with Downtown and surrounding residential areas. The standards will include recommended setbacks, heights of buildings, percentage of open space, minimum and maximum parking and bike standards, landscaping and streetscaping standards, and materiality and design standards.

d. *Urban Design Component* – Building upon the Land Use and Design and Development Components, the team will develop up to three concepts for an iconic gateway structure in the study area focused on activation, brand, and ability to strengthen economic development through public investment in the West

Gateway. Concepts will be refined into a preferred concept with renderings, key considerations, and ROM cost estimates included.

e. *Mobility Component* – This component will focus on the transportation elements of the area and includes recommendations and proposed street sections for existing roadways focused on Complete Streets. Recommendations may include road reconfigurations, midblock crossings, intersection improvements, bike facilities, and location of streetscape enhancements. Trail connections will also be identified and will include recommendations on best practices for trail crossings.

f. *Economic and Fiscal Impact Analysis Component* – The consultant team will prepare development feasibility based on similar markets in Hamilton County and the Indianapolis metropolitan area. A high-level pro forma will be developed to evaluate assessed values from development to determine the level of infrastructure investment from TIF funds and potential tax abatement opportunities. The pro forma will evaluate a proposed development to see if it meets the district’s objectives. This component will also include ROM cost estimates for development to be utilized in the proforma/TIF projections.

g. Share the draft plan document with Bridgestone/Firestone for review/approval consistent with process requirements in the Charitable Contribution Agreement—follow up with a virtual call to explain and take questions.

4.2 Share plan component drafts with the advisory group at a second Meeting. This meeting will provide an overview of the results from the community engagement process and provide an overview of the plan components and recommendations.

4.3 Host a second community meeting where the consultant team presents draft recommendations, accompanied by displays, stations, activities, or small group discussions to gather feedback and gauge community support.

Meetings:

- PMT Ongoing Coordination
- Advisory Group Meeting #2
- Community Meeting #2

Deliverables:

- Draft Plan Components

TASK 5 – DEVELOP AN IMPLEMENTATION STRATEGY & FINAL REPORT (approximately one month)

5.1 Craft an implementation strategy with plan recommendations by component. Recommendations should be aspirational yet feasible. The plan will specify potential project partners, recommended timeframes, potential funding sources, and suggested project champions in a summary table.

5.2 Produce a visually compelling final document that inspires the public and can be a tool for the City to use in order to implement this transformative project. The document will be provided in digital PDF format suitable for web and device viewing and print. This will include a graphic executive summary not to exceed ten pages.

5.3 Host a final Advisory Group Meeting to establish project champions for the next steps and review the implementation strategy and draft plan.

5.4 Assist City Staff with the adoption process, attending and presenting at a joint Plan Commission and City Council meeting. The consultant team will make up to two rounds of edits to the final plan document.

Meetings:

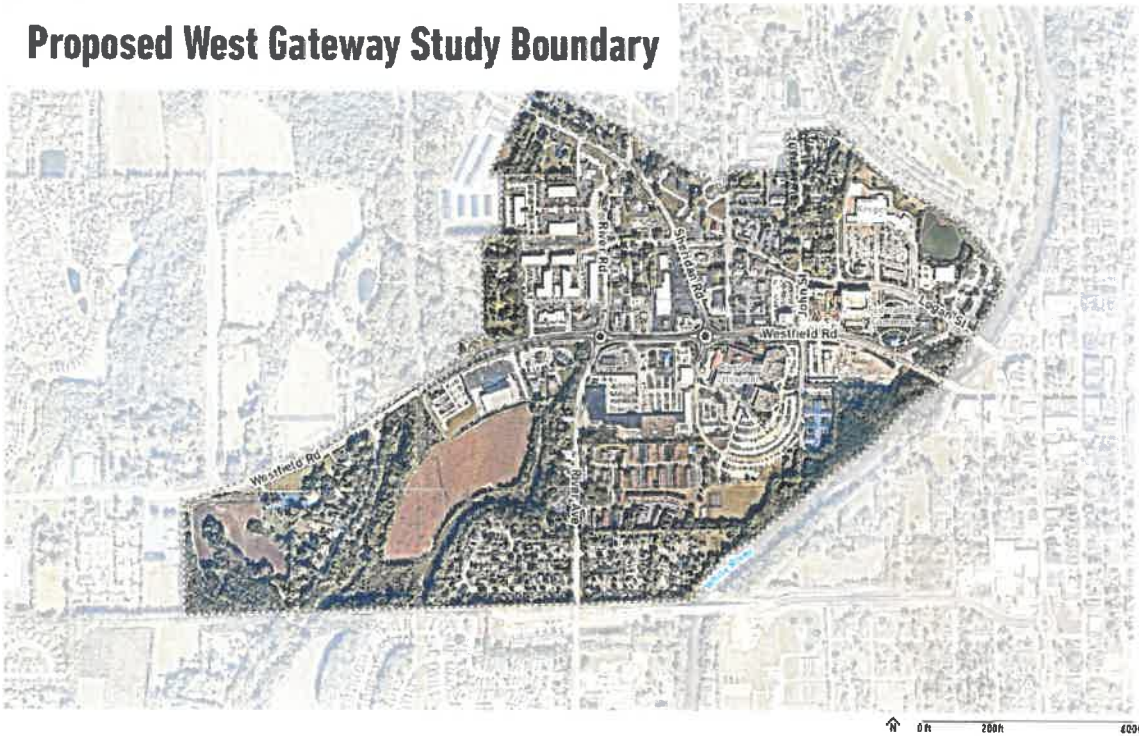
- PMT Ongoing Coordination
- Advisory Group Meeting #3
- Joint Adoption Meeting

Deliverables:

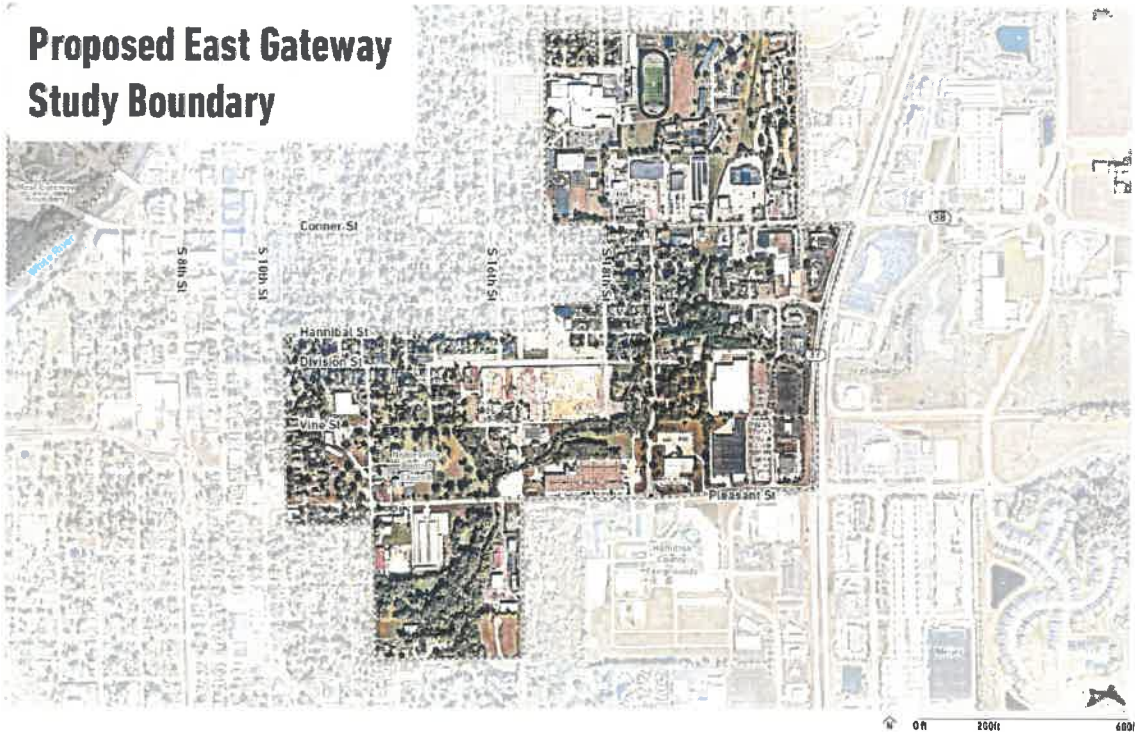
- Implementation Strategy
- Draft and Final Plan Document
- Executive Summary

Attachment D. West Gateway study area boundary

Proposed West Gateway Study Boundary



Attachment E. East Gateway study area boundary



PROFESSIONAL FEE RATE SCHEDULE



PROFESSIONAL FEES 2024

Principal	\$ 275	Urban Planner III	\$ 160
Associate Principal	\$ 225	Urban Planner II	\$ 145
Senior Associate	\$ 200	Urban Planner I	\$ 125
Associate	\$ 185	Intern	\$ 85
Landscape Architect III	\$ 160	Administration	\$ 85
Landscape Architect II	\$ 145		
Landscape Architect I	\$ 125		

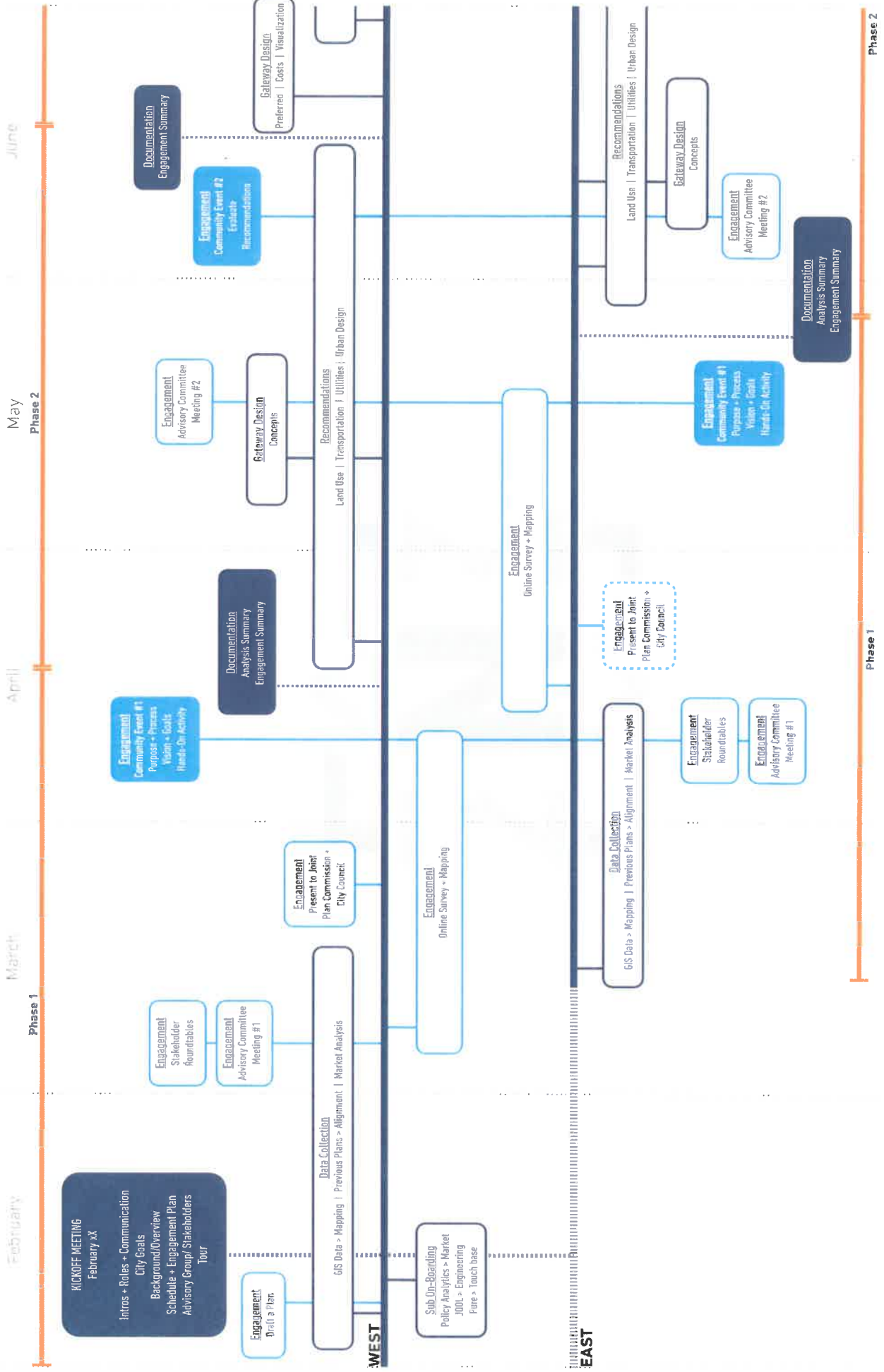
PLOTTING & PRINTING COSTS 2024

B/W Copy 8.5" x 11" – Per Sheet	\$ 0.10
B/W Copy 11" x 17" – Per Sheet	\$ 0.20
B/W Large Format Print – Per Sq. Ft.	\$ 0.30
Color Copy 8.5" x 11" – Per Sheet	\$ 1.00
Color Copy 11" x 17" – Per Sheet	\$ 2.00
Color Large Format Print – Per Sq. Ft.	\$ 4.00

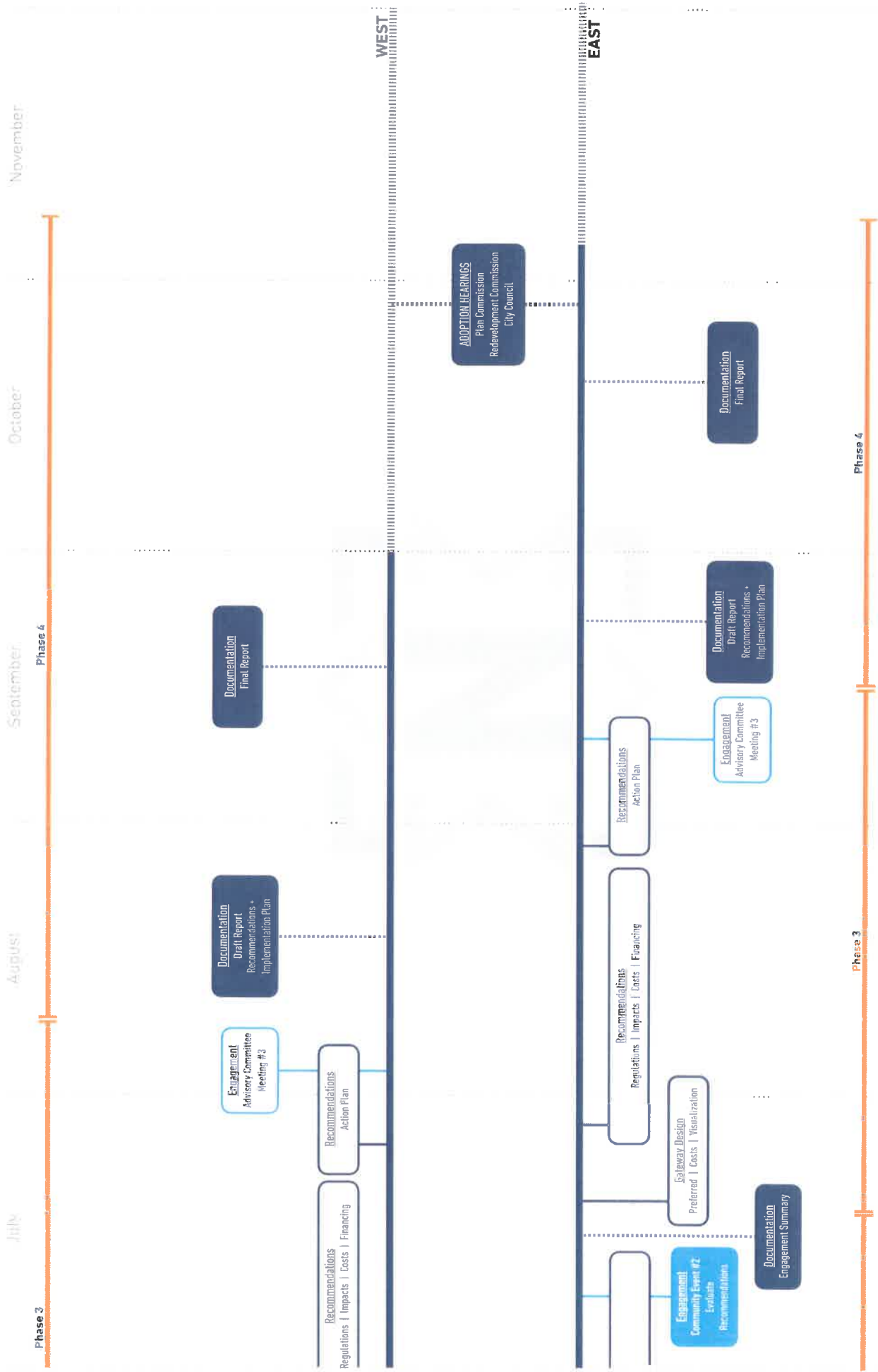
MILEAGE RATE

Mileage @ IRS rate is \$0.67 per mile

Attachment 6. Draft Schedule



Attachment G. Draft Schedule



November

October

September

August

July

Phase 4

Phase 3

Phase 4

Phase 3

WEST

EAST

Documentation Final Report

Documentation Draft Report Recommendations + Implementation Plan

Engagement Advisory Committee Meeting #3

Recommendations Action Plan

Recommendations Regulating | Impacts | Costs | Financing

ADOPTION HEARINGS Plan Commission Redevelopment Commission City Council

Documentation Final Report

Documentation Draft Report Recommendations + Implementation Plan

Engagement Advisory Committee Meeting #3

Recommendations Action Plan

Recommendations Regulating | Impacts | Costs | Financing

Gateway Design Preferred | Costs | Visualization

Engagement Community Event #2: Evaluate Recommendations

Documentation Engagement Summary

Authorization

Client (*Signature*)

Date

Client (*Name and Title*)

Andy Knight for MKSK, Inc.

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/31/2024

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

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

PRODUCER The James B. Oswald Company 1100 Superior Avenue, Suite 1500 Cleveland OH 44114	CONTACT NAME: Lauren Haney PHONE (A/C No., Ext): 216-487-3169 FAX (A/C, No): 216-839-2815 E-MAIL ADDRESS: lhaney@oswaldcompanies.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED MKSK, Inc. dba MKSK; Myers Schmalenberger, Inc.; Kinzelman Kline Gossman Ltd, dba MKSK 462 South Ludlow Alley Columbus OH 43215	MSK2L-1	INSURER A: Valley Forge Insurance Co. NAIC # 20508 INSURER B: Continental Insurance Company 35289 INSURER C: Continental Casualty Company 20443 INSURER D: Berkley Insurance Company 32603 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 545832692 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> All Primary & <input checked="" type="checkbox"/> Non-Contributory GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	B 7013631267	11/14/2023	11/14/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> All Primary <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	B 7013631267	11/14/2023	11/14/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	B 7013631608	11/14/2023	11/14/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 Excludes Professional \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 7 13005296	11/14/2023	11/14/2024	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER OH Stop-Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability Claims Made Retro Date: 06/01/87	N	Y	AEC-9072155-08	11/14/2023	11/14/2024	Each Claim \$2,000,000 Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured and Waiver of Subrogation as designated above is provided when required of the Named Insured by written contract or agreement.

CERTIFICATE HOLDER City of Noblesville 16 S. 10th Street Noblesville IN 46060 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

**BLANKET ADDITIONAL INSURED ENDORSEMENT
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE AND
BLANKET WAIVER OF SUBROGATION**

Architects, Engineers and Surveyors

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

A. Who Is An Insured is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the:
 - a. "Bodily injury" or "property damage"; or
 - b. Offense that caused the "personal and advertising injury";
 for which the additional insured seeks coverage

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused in whole or in part by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the written contract or written agreement; or
 - c. "Your work" that is specified in the written contract or written agreement, but only for "bodily injury" or "property damage" included in the "products-completed operations hazard," and only if:
 - (1) The written contract or written agreement requires you to provide the additional insured such coverage; and
 - (2) This Coverage Part provides such coverage.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
3. The insurance provided to the additional insured does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
 - b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.
4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of construction or demolition work while you are acting as a construction or demolition contractor.

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C. Under Businessowners Liability Conditions, the condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Except as provided for in paragraph D.2. below:
 - a. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
 - b. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

D. With respect only to the insurance provided by this endorsement, the condition entitled Other Insurance of the BUSINESSOWNERS COMMON POLICY CONDITIONS is amended to delete paragraphs 2. and 3. and replace them with the following:

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.
3. When this insurance is excess, we will have no duty under Business Liability insurance to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. Additional Insured – Extended Coverage

When an additional insured is added by this or any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds:

If the additional insured is:

1. An individual, then his or her spouse is an insured;
2. A partnership or joint venture, then its partners, members and their spouses are insureds;
3. A limited liability company, then its members and managers are insureds;
4. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
5. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

- (1) "Bodily injury" or "personal and advertising injury" to any fellow employee or to any natural person listed in paragraphs 1. through 4. above;

- (2) "Property damage" to property owned, occupied or used by their employer or by any fellow employee; or
 - (3) Providing or failing to provide professional health care services.
- F. The condition entitled **Transfer of Rights of Recovery Against Others to Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to deleted paragraph 2. and replace it with the following:
- 2. We waive any right of recovery we may have against any person or organization with whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

All other terms and conditions of the Policy remain unchanged.

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BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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C.	Estates, Legal Representatives and Spouses
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I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "written contract" to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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- h. **"Bodily injury" or "property damage"** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
- (1) The exceptions contained in Subparagraphs **d.** or **f.**; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
 4. This provision **2.** does not apply if **"bodily injury" or "property damage"** included within the **"products-completed operations hazard"** is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a **"written contract."**
2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
 - a. A higher limit of insurance than required by such **"written contract;"**
 - b. Coverage broader than required by such **"written contract"** and in no event greater than that described by the applicable paragraph a. through k. below; or
 - c. Coverage for **"bodily injury" or "property damage"** included within the **"products-completed operations hazard."** But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) such person or organization's financial control of you; or
- (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for **"bodily injury," "property damage" or "personal and advertising injury"** as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for **"bodily injury," "property damage," or "personal and advertising injury"** as grantor of a franchise to you.

d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for **"bodily injury," "property damage" or "personal and advertising injury"** caused in whole or in part by your maintenance, operation or use of such equipment, provided that the **"occurrence"** giving rise to such **"bodily injury" or "property damage"** or the offense giving rise to such **"personal and advertising injury"** takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the **"occurrence"** giving rise to such **"bodily injury" or "property damage"** or the offense giving rise to such **"personal and advertising injury,"** takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the **"occurrence"** giving rise to such **"bodily injury" or "property damage"** or the offense giving rise to such **"personal and advertising injury,"** takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for **"bodily injury," "property damage" or "personal and advertising injury"** arising out of:

(1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (b) The construction, erection, or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance; or

(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

- (a) **"Bodily injury," "property damage" or "personal and advertising injury"** arising out of operations performed for the state or government agency or subdivision or political subdivision; or
- (b) **"Bodily injury" or "property damage"** included within the **"products-completed operations hazard."**

With respect to this provision's requirement that additional insured status must be requested under a **"written contract,"** we will treat as a **"written contract"** any governmental permit that requires you to add the governmental entity as an additional insured.



i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" caused by:

- a. Your acts or omissions; or
- b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs a. through i. above. Such additional insured is an insured solely for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1) For "**bodily injury**," "**property damage**," or "**personal and advertising injury**" arising out of the rendering or failure to render any professional services;
- (2) For "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**." But this provision (2) does not apply to such "**bodily injury**" or "**property damage**" if:
 - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "**written contract**"; and
 - (b) The "**written contract**" requires you to make the person or organization an additional insured for such "**bodily injury**" or "**property damage**"; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

- 1. With respect only to additional insured coverage provided under paragraphs A. and B. above:
 - a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "**written contract**" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.
 - b. Under **Liability and Medical Expense Definitions**, the following definition is added:

"**Written contract**" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

 - (1) Is currently in effect or becomes effective during the term of this policy; and
 - (2) Was executed prior to:
 - (a) The "**bodily injury**" or "**property damage**;" or
 - (b) The offense that caused the "**personal and advertising injury**";for which the additional insured seeks coverage.
- 2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

 - a. An individual, then his or her spouse is an insured;

- b. A partnership or joint venture, then its partners, members and their spouses are insureds;
- c. A limited liability company, then its members and managers are insureds;
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
- e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

- (1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs a. through d. above;
- (2) "**Property damage**" to property owned, occupied or used by their employer or by any fellow employee; or
- (3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "**Bodily injury**" is deleted and replaced by the following:

"**Bodily injury**" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under **Businessowners Liability Conditions**, the Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

Paragraphs a. and b. above apply to you or to any additional insured only when such "**occurrence**," offense, claim or "**suit**" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "**executive officer**" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.



D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph 2.a.1. is amended to add the following:

The limitations described in subparagraphs 2.a.1.(a), (b) and (c) do not apply to your "employees" for "bodily injury" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"employee" or "volunteer worker" that becomes necessary while your "employee" is performing duties in the conduct of your business. Your "employees" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "employees" whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion k. **Damage To Property**, is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

(1) rented to you:

(2) temporarily occupied by you with the permission of the owner, or

(3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph (14) of the exclusion entitled **Personal and Advertising Injury**:

Exclusions c, d, e, f, g, h, i, k, l, m, n, and o, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

3. The first Paragraph under item 5. **Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "**property damage**" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

- a. \$1,000,000; or
- b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "**personal and advertising injury**" is amended to add the following:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "**executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

(17) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to delete Paragraph c. and replace it with the following:

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

- a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

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