

TO: Noblesville Board of Public Works and Safety
FROM: Patty Johnson, Street Commissioner
SUBJECT: Board to Consider Services Agreement with GKM Property Services for 2024
Right of Way Landscaping
DATE: February 16, 2024

Attached is a service agreement with GKM Property Services for right of way landscaping for the 2024 season. GKM Property Services is the only contractor to submit a bid. We have used GKM Property Services for this work over the last several years and been satisfied with their level of service.

I recommend the Board of Public Works approve the Services Agreement with GKM Property Services.



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 **GKM Property Services, 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 October 31, 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 \$169,773.84 (\$).

SECTION V. GENERAL PROVISIONS

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

loss or damage shall be restored at Contractor's expense. City shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

5.6 Insurance.

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

A. Commercial General Liability

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

B. Auto Liability

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

C. Workers Compensation and Employer's Liability

As required by Indiana law.

D. Professional/Errors & Omissions Liability

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

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

5.7 Termination for Cause or Convenience.

- 5.7.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor's default.
- 5.7.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Contractor's compensation shall be equitably adjusted.
- 5.7.3 Upon receipt of notice of termination for default or for City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.
- 5.7.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 5.8.1 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

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

- 5.9 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its board, agents and employees of any of them (“Indemnitees”) from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees and court costs and other expenses, 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:
GKM Property Services, INC | To City:
City of Noblesville |
| Attn:
Broderick J Kalbaugh
20242 Hague Road
Noblesville, IN 46062 | Attn: City Clerk
16 S. 10 th Street
Noblesville, IN 46060 |
| | <i>Courtesy Copy:</i>
City Attorney
16 S. 10 th 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 5.24, City shall require Contractor to remedy the violation not later than thirty (30) days after City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, City shall terminate the contract for breach of contract. If City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.

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

5.23.3 Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 5.24, Contractor may terminate its contract with the subcontractor for such violation.

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

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

GKM Property Services, INC "Contractor")

By: 

Date: 2/12/24

Printed: Broderick J Kalbaugh

Title: President

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

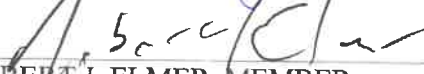
JACK MARTIN, PRESIDENT



JOHN DITSLEAR, MEMBER



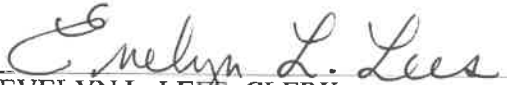
LAURIE DYER, MEMBER



ROBERT J. ELMER, MEMBER

RICK L. TAYLOR, MEMBER

ATTEST:

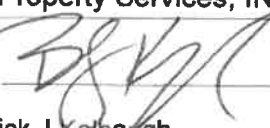

EVELYN L. LEES, CLERK
CITY OF NOBLESVILLE, INDIANA

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): GKM Property Services, INC

By (Written Signature): 

(Printed Name): Broderick J Kalbaugh

(Title): President

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana

SS:

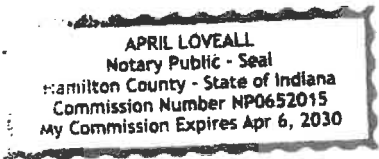
COUNTY OF Hamilton

Subscribed and sworn to before me this 12th day of February,
20 24.

My commission expires: 4/6/2030

(Signed) 
April Loveall

a. Residing in Hamilton County, State of Indiana



BID BOND

Bond Number CIC1947239

KNOW ALL PERSONS BY THESE PRESENTS,

That we, GKM Property Services, Inc. (hereinafter called the "Principal"), as Principal, and the Capitol Indemnity Corporation of Madison, Wisconsin a corporation duly organized under the laws of the State of Wisconsin (hereinafter called the "Surety"), as Surety, are held and firmly bound unto The City of Noblesville (hereinafter called the "Obligee"), in the sum of ten percent of the total amount bid (10%) (\$10%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2024 Right of Way Landscaping Contract.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 9th day of February, 2024.

This bond automatically expires ninety (90) days from the original bid date.

April Lovell
(Witness)

GKM Property Services, Inc.
(Print Name of Principal) (Seal)

[Signature]
(Signature of Officer of the Principal)

Brian Kalbach President
(Print Name of Officer of the Principal and Title)

Capitol Indemnity Corporation

[Signature]
(Witness)

Todd A. Stein
(Signature of Attorney-in-Fact)

Todd A. Stein, Attorney-in-Fact
(Print Name of Attorney-in-Fact and title)



**CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY**

CIC1947239

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----- MARK LEVINSON; RUTH M. PELL; TODD A. STEIN; KELLEY J. WISOR; MARY E. BRENNER-MILLER-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

RJ Byrnes
Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer
Suzanne M Broadbent
Suzanne M. Broadbent
Assistant Secretary

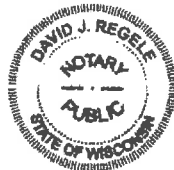


CAPITOL INDEMNITY CORPORATION

John L. Sennott, Jr.
John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele
David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 9th day of February 20 24



Andrew B. Diaz-Matos
Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

CIC-ePOA-M (Rev. 01-2020)

NAIC# 10472

Department of Insurance

State of Indiana

OFFICE OF

Insurance Commissioner



CERTIFICATE OF AUTHORITY

Indianapolis, Indiana, November 17, 2006

Whereas, The **Capitol Indemnity Corporation of Middleton, Wisconsin** having complied with all the requirements of the laws regulating **Stock Multi-Line Insurance Companies** doing business in the State of Indiana.

Therefore, as Insurance Commissioner of the State of Indiana, by virtue of authority vested in me by law, I do hereby authorize, empower and license the above named company to transact its appropriate business of

Class II (a)(b)(c)(d)(e)(f)(g)(h)(i)(j)(k) without bail bonds

Class III (a)(b)(c)(d)

through its duly authorized agents in the State of Indiana, in accordance with the laws thereof which are applicable to said Company.

1816



IN TESTIMONY WHEREOF I hereunto
subscribe my name and affix the seal of my
office the date written above.

James C. Atterholt
INSURANCE COMMISSIONER

2024 Right of Way Landscaping

ITEMIZED PROPOSAL

Item No.	Description	Sq. Feet	Monthly Maintenance	Extended Price (7 months)	Mulch Installation
1.0	City Hall and Gray Parking Lot	8,100	\$ 599.40	\$ 4,195.80	\$ 1,944.00
2.0	City Hall Employee Parking - Tan Lot	5,451	\$ 403.37	\$ 2,823.62	\$ 1,308.24
3.0	Public Safety Bldg Overflow Parking lot	4,465	\$ 330.41	\$ 2,312.87	\$ 1,071.60
4.0	Public Safety Building	6,691	\$ 495.13	\$ 3,465.94	\$ 1,605.84
5.0	Purple Lot and Parking Islands on 8th Street	5,178	\$ 383.17	\$ 2,682.20	\$ 1,242.72
6.0	10th & Wayne Rain Gardens	654	\$ 48.40	\$ 338.77	\$ 156.96
7.0	Maple Street Rain Gardens	1,440	\$ 106.56	\$ 745.92	\$ 345.60
8.0	136th Street and Marilyn Road Roundabout	4,804	\$ 355.50	\$ 2,488.47	\$ 1,152.96
9.0	136th Street and Brooks School Road Roundabout	3,345	\$ 247.53	\$ 1,732.71	\$ 802.80
10.0	141st Street and Marilyn Road Roundabout	3,026	\$ 223.92	\$ 1,567.47	\$ 726.24
11.0	141st Street and Brooks School Road Roundabout	3,515	\$ 280.11	\$ 1,820.77	\$ 843.60
12.0	146th and Olio Roundabout	3,350	\$ 247.90	\$ 1,735.30	\$ 804.00
13.0	Clover Road and Town & Country Roundabout	1,189	\$ 87.99	\$ 615.90	\$ 285.36
14.0	Field Drive and Cumberland Road Roundabout	2,046	\$ 151.40	\$ 1,059.83	\$ 491.04
15.0	Greenfield Avenue & Union Chapel Roundabout	4,297	\$ 317.98	\$ 2,225.85	\$ 1,031.28
16.0	Greenfield Avenue & Howe Road Roundabout	3,200	\$ 236.80	\$ 1,657.60	\$ 768.00
17.0	Hague Road & 196th Street Roundabout	2,684	\$ 198.62	\$ 1,390.31	\$ 644.16
18.0	Hague Road & Carrigan Road Roundabout	4,515	\$ 334.11	\$ 2,338.77	\$ 1,083.60
19.0	Hazel Dell & 161st Street Roundabout	4,012	\$ 296.89	\$ 2,078.22	\$ 962.88
20.0	Hazel Dell - 146th to Edenshall	3,500	\$ 259.00	\$ 1,813.00	\$ 840.00
21.0	Hazel Dell - 169th to SR32	1,200	\$ 88.80	\$ 621.60	\$ 288.00
22.0	Hazel Dell - Belchamp Dr to 169th Street	1,200	\$ 88.80	\$ 621.60	\$ 288.00
23.0	Hazel Dell - Bladen Drive to Belchamp	1,200	\$ 88.80	\$ 621.60	\$ 288.00
24.0	Hazel Dell - Edenshall to Midland	9,590	\$ 709.66	\$ 4,967.62	\$ 2,301.60
25.0	Hazel Dell - Midland to Bladen	1,200	\$ 88.80	\$ 621.60	\$ 288.00
26.0	I69 Gateway Signs	2,717	\$ 201.06	\$ 1,407.41	\$ 652.08
27.0	Island South of 169th on Union Chapel Road	75	\$ 5.55	\$ 38.85	\$ 18.00
28.0	Levinson Building	45	\$ 3.33	\$ 23.31	\$ 10.80
29.0	Little Chicago and 191st Street Roundabout	4,984	\$ 368.82	\$ 2,581.71	\$ 1,196.16
30.0	Little Chicago Road - Pebble Brook area	2,833	\$ 209.64	\$ 1,467.49	\$ 679.92
31.0	Little Chicago - Conner Crossing/Mill Grove area	2,833	\$ 209.64	\$ 1,467.49	\$ 679.92

32.0	Little Chicago at SR32	2,833	\$ 209.64	\$ 1,467.49	\$ 679.92
33.0	Mercantile and Pleasant Street Roundabout	571	\$ 42.25	\$ 295.78	\$ 137.04
34.0	Mercantile and Town & Country Roundabout	2,923	\$ 216.30	\$ 1,514.11	\$ 701.52
35.0	Orange Parking Lot - North 9th Street	4,057	\$ 300.22	\$ 2,101.53	\$ 973.68
36.0	Pleasant Street & 19th Street Roundabout	1,590	\$ 117.66	\$ 823.62	\$ 381.60
37.0	Pleasant Street & Presley Drive Roundabout	1,362	\$ 100.79	\$ 705.52	\$ 326.88
38.0	Presley & SR32 Roundabout	10,223	\$ 756.50	\$ 5,295.51	\$ 2,453.52
39.0	Promise Road and SR32 Roundabout	10,282	\$ 760.87	\$ 5,326.08	\$ 2,467.68
40.0	South 10th Street Roundabout & Island	1,403	\$ 103.82	\$ 726.75	\$ 336.72
41.0	South Allisonville Road	32,032	\$ 2,370.37	\$ 16,592.58	\$ 7,687.68
42.0	Tegler & Olio Roundabout	3,823	\$ 282.90	\$ 1,980.31	\$ 917.52
43.0	Union Chapel Road and SR32 Roundabout	10,282	\$ 760.87	\$ 5,326.08	\$ 2,467.68
44.0	Union Chapel Road - Pleasant to Town & Country	45,558	\$ 3,371.29	\$ 23,599.04	\$ 10,933.92
45.0	Union Chapel Road - SR32/38 to Pleasant	45,558	\$ 3,371.29	\$ 23,599.04	\$ 10,933.92
46.0	Union Chapel road - Town and Country to 166th	45,558	\$ 3,371.29	\$ 23,599.04	\$ 10,933.92
46.0	Fire Station #72 - 400 South Harbour Drive	279	\$ 41.85	\$ 292.95	\$ 68.36
47.0	Fire Station #73 - Greenfield Avenue	220	\$ 33.00	\$ 231.00	\$ 53.90
48.0	Fire Station #74 - Hague Road	265	\$ 39.75	\$ 278.25	\$ 64.93
49.0	Fire Station #75 - 191st Street	306	\$ 45.90	\$ 321.30	\$ 74.97
50.0	Fire Station #76 - Hazel Dell Road	1,292	\$ 193.80	\$ 1,356.60	\$ 316.54
51.0	Fire Station #77 - Olio Road	773	\$ 115.95	\$ 811.65	\$ 189.39
		324,529	Totals: \$	169,773.84	\$ 77,902.64

Total Estimated Construction Costs =

\$169,773.84 (Figures)

One Hundred Sixty Nine Thousand Seven Hundred Seventy Three Dollars and Eighty Four Cents (Words)

These prices are the sum of the unit prices multiplied by the quantity for each item. Whereas any mathematical computation error exists causing Total Estimated Landscaping Costs to be stated incorrectly, the Undersigned acknowledges that the unit prices, as stated above, shall govern.

The above stated items covers all work, labor, equipment, and manpower to complete project. Prospective bidder accepts and agrees to completed the project in accordance to Bid Specifications and Maps.

Base Bid: Total Estimated Construction Costs = \$169,773.84

CONTRACTOR: GKM Property Services, INC.

ADDRESS: 20242 Hague Road

Noblesville, IN 46062

TELEPHONE: (317) 764-8599

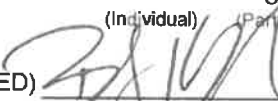
FAX: N/A

CONTACT: Brody Kalbauch

EMAIL: bk@gkmlandscaping.com

Respectfully submitted,
GKM Property Services, INC.

(Individual) Contractor (Partnership) or (Corporation)

By: (SIGNED) 

By: (TYPED) Broderick J Kalbauch

Title: President/CEO

Address: 20242 Hague Road
Noblesville, IN 46062

Date: 45,334

The above Bidder acknowledges receipt of Addenda Nos. NONE

Note: The legal status of the Bidder, whether as an individual, partnership, or corporation must be indicated as above, and all pertinent information as required by the Specifications must be furnished.

NON-COLLUSION AFFIDAVIT

2024 RIGHT OF WAY LANDSCAPING CONTRACT

NOBLESVILLE, INDIANA

The Bidder, by its officers and agents or representatives present at the time of filing this bid, being duly sworn, on their oaths say that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other Bidder or with any public officer whereby such affiant or affiants, or either of them has paid or is to pay such other Bidder or public officer anything of value whatsoever, or such affiant or affiants, or either of them has not directly or indirectly entered into any arrangement with any other Bidder or Bidders which tends to or does lesson or destroy free competition in the letting of the contract sought for by the attached quotes; that no inducement of any form or character other than that which appears upon the face of the quote will be suggested, offered, paid, or delivered to any person whomsoever to influence the acceptance of the said quote or awarding of the Contract, nor has this Bidder any agreement or understanding of any kind whatsoever with any person whomsoever, to pay, deliver to, or share with any person in any way or manner any of the proceeds of the Contract sought by this quote.

Witness our hands this 12th day of February, 2024.

Name: GKM Property Services, Inc.

Address: 20242 Hague Road

Noblesville, IN 46062

By:  _____, President/CFO
Broderick J. Kalbaugh Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/18/2024

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 Gregory & Appel Insurance 433 N Capitol Ave Suite 400 Indianapolis, IN 46204	CONTACT NAME: Katelin Baar PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: kshaw@gregoryappel.com
	INSURER(S) AFFORDING COVERAGE NAIC #
INSURED GKM Property Services Inc. 12788 E. 191st Street Noblesville, IN 46060	INSURER A : Selective Insurance 12572
	INSURER B : Accident Fund General Insurance Company 12304
	INSURER C : _____
	INSURER D : _____
	INSURER E : _____
INSURER F : _____	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			S2318094	11/16/2023	11/16/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			S2318094	11/16/2023	11/16/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			S2318094	11/16/2023	11/16/2024	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
							\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	AFWCP100082161	1/1/2024	1/1/2025	PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

CERTIFICATE HOLDER City of Noblesville 16 S. 10th Street Noblesville, IN 46060	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 