



Board of Public Works and Safety

Agenda Item

Cover Sheet

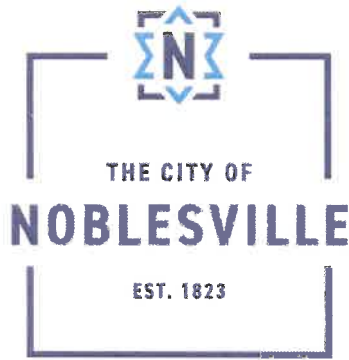
MEETING DATE: April 23, 2024

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

ITEM #: 8

INITIATED BY: John Easley

- Information Attached
- Bring Paperwork from Previous Meeting
- Verbal
- No Paperwork at Time of Packets



TO: Noblesville Board of Public Works and Safety
FROM: John Easley, Urban Forester Street Department
SUBJECT: Board to consider services agreement with BrightView Landscape, LLC
DATE: April 23, 2024

The Street Department is seeking services for the annual tree plantings. BrightView Landscape, LLC was the most responsive and reasonable bidder of the companies that provided quotes.

We ask that the Board approve the agreement with BrightView Landscape for this year's annual tree plantings.

Attachments:

1. Funding Verification Form
2. Purchase Order
3. Signed services agreement
4. E-Verify
5. Certificate of Insurance
6. Quote
7. Proposed tree planting locations with species
8. Two letters declining to bid

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 **BrightView Landscape, LLC** (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 June 15, 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 Thirty-Six Thousand Ninety Seven Dollars and 51/100 Dollars (\$36,097.51)

- 4.2 Funding for a multi-year agreement is not guaranteed. All of the City's obligations under this Agreement shall be subject to annual appropriation and shall not constitute a general obligation or indebtedness of the City.

SECTION V. GENERAL PROVISIONS

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

At City's request, Contractor will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works in City. Without the prior written consent of City, Contractor shall not use, copy or prepare derivative works of the Works, or any parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor's possession or control. Any loss or damage shall be restored at Contractor's expense. City shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

5.6 Insurance.

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

A. Commercial General Liability

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

B. Auto Liability

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

C. Workers Compensation and Employer's Liability

As required by Indiana law.

D. Professional/Errors & Omissions Liability

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

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

5.7 Termination for Cause or Convenience.

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

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

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

5.7.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 5.7.1 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

5.8 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by

giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

- 5.9 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its board, agents and employees of any of them (“Indemnitees”) from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees and court costs and other expenses, arising out of or resulting from any negligent acts, errors, or omissions of the Work. The Contractor’s indemnification under this Section shall survive both final payment and the termination of this Agreement.
- 5.10 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To Contractor:
Bryan Doup,
Account Manager
BrightView Landscape Services
8046 Castleway Drive
Indianapolis, IN 46250

To City:
City of Noblesville
Attn: Mayor’s Office
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.

Brightview Landscapes, LLC (“Contractor”)

By: 

Date: 3/22/24

Printed: David Sharp

Title: VP & GM

City of Noblesville

By: 

Date: 04/17/2024

Printed: Chris Jensen

Title: Mayor

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): Brightview Landscapes, LLC
By (Written Signature): *David Sharp*
(Printed Name): David Sharp
(Title): VP & GM

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana
COUNTY OF Marion

SS:

Subscribed and sworn to before me this 25th day of March,
2024.

My commission expires: 4.3.2027 (Signed) *Christa E. Hodgson*

a. Residing in Marion County, State of Indiana

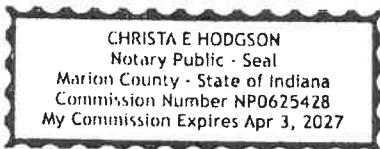




EXHIBIT A

Proposal for Extra Work at City of Noblesville

Property Name	City of Noblesville	Contact	John Easy
Property Address	1575 Pleasant Street Noblesville, IN 46060	To	City of Noblesville
		Billing Address	10 South 10th St Noblesville, IN 46060
Project Name	2024 City of Noblesville Tree Planting		
Project Description	Plant trees per attached plans		

Scope of Work

Install 150 trees as described in information provided from City of Noblesville.

QTY	UoM/Size	Material/Description	Unit Price	Total
150.00	EACH	Travel and Load	\$78.88	\$11,831.25
150.00	EACH	Plant 2" Caliper Tree (Labor Only)	\$105.17	\$15,775.01
150.00	EACH	Mulch Tree 2" Depth with Hardwood Mulch	\$18.50	\$2,774.37
150.00	EACH	Install and Fill Gator Bag	\$38.11	\$5,716.88

For internal use only

SO# 8353842
JOB# 383800189
Service Line 130

Total Price \$36,097.51

THIS IS NOT AN INVOICE

This proposal is valid for thirty (30) days unless otherwise approved by Contractor's Senior Vice President
8046 Castleway Dr, Indianapolis, IN 46250 ph. (317) 845-9943 fax (317) 913-3163

TERMS & CONDITIONS

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
2. **Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U S
3. **License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable
5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
6. **Liability:** Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment
9. **Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate
10. **Access to Jobsite:** Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. **Payment Terms:** Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
12. **Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. **Assignment.** The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization
14. **Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means. at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer involved.

15. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care services:

16. **Tree & Stump Removal.** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense
17. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability

Acceptance of the Contract

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

	Urban Forester - City of Noblesville
Signature	Title
John Easley	March 04, 2024
Printed Name	Date

BrightView Landscapes, LLC "Contractor"

	Account Manager
Signature	Title
Bryan Doup	March 04, 2024
Printed Name	Date

Job #:	383800189		
SO #:	8353842	Proposed Price:	\$36,097.51

City of Noblesville, Indiana
Proposed Street Tree Plantings for 2024

Identifier	Tree #	Work Order #	Planting Address	Location	Common Name	Subdivision Name	Notes
	1	104593	19142 Welkin Ct	S, 25' fm corner on Capstone, hi water site	Tree Lilac	Allison Trails	no irrigation
	2	105800	16037 Concert Way	S, 20' L of drive, replant	Rky Mt Glow Maple	Arbor Grove	no irrigation
	3	105806	16036 Concert Way	S, 20' R of drive, replant	Rky Mt Glow Maple	Arbor Grove	
	4	106346	401 Buntin Ct	M, 70' S. of corner	Golden Rain Tree	Carlton Heights	
	5	106346	401 Buntin Ct	M, 100' S. of corner	Golden Rain Tree	Carlton Heights	
	6	110329	21238 Carlton Ct	M, 35' L of drive, align w/ frnt door,	Golden Rain Tree	Carlton Heights	
	7	106139	20956 Waters Edge Ct	S/M 20' R of drive	Rky Mt Glow Maple	Carrigan at the Levee	
	8	107525	7658 Winding Lake Drive S.	S/M, 20' L of drive	Tree Lilac	Carrigan at the Levee	no irrigation
	9	107525	7658 Winding Lake Drive S.	S/M, 20' R of driveway	Tree Lilac	Carrigan at the Levee	no irrigation
	10	107525	7658 Winding Lake Drive S.	S/M, 42' N. of S2 on Winding Lake Dr W.	Tree Lilac	Carrigan at the Levee	no irrigation
	11	109390	10967 Boxwood Ln	M, 20' R of drive	Ginkgo	Chapel Woods	
	12	110288	7199 Morello Ln	S, 20' L of drive	Tree Lilac	Cherry Tree Meadows	no irrigation
	13	105879	5373 Cottage Grove Lane	S/M 20' E of prop. line on Cottage Grove Ln	Golden Rain Tree	Conner Crossing	
	14	107477	18865 Cherry Grove Ln	S/M, 20' R of driveway	Golden Rain Tree	Conner Crossing	
	15	109425	18855 Brookston Lane	S, 10' E of storm inlet	Tree Lilac	Conner Crossing	no irrigation
	16	110058	5474 Cottage Grove Ln	M, replace F2 at 30' R drive, Maple or Red	Rky Mt Glow Maple	Conner Crossing	
	17	110297	5420 Lake Station Lane	S, 20' L of drive	Tree Lilac	Conner Crossing	
	18	110297	5420 Lake Station Lane	S, 40' L of drive	Tree Lilac	Conner Crossing	
	19	106254	20571 Country Lake Blvd	M, 20' L drive, replant	Ginkgo	Country Lake Estates	
	20	101374	12609 Wolf Run Rd	S 20' L of drive	Rky Mt Glow Maple	Deer Path	
	21	106098	15356 Dry Creek Rd	S, 20' R of drive	Tree Lilac	Deer Path	
	22	102440	16438 Anderson Way	M, 20' N of drive	Ginkgo	Essex of Noblesville	no irrigation
	23	110476	16359 Anderson Way	M, 20' Left of drive	Princeton Elm	Essex of Noblesville	no irrigation
	24	110021	9380 Fairview Pkwy	S, 30' L of drive	Tree Lilac	Fairfield Farms	
	25	107764	18670 Big Circle Dr	S, 25' fm corner on Meadow Rue	Rky Mt Glow Maple	Fairways at Prairie Crossing	
	26	107764	18670 Big Circle Dr	S, 45' fm corner on Meadow Rue	Rky Mt Glow Maple	Fairways at Prairie Crossing	
	27	107764	18670 Big Circle Dr	S, 65' fm corner on Meadow Rue	Rky Mt Glow Maple	Fairways at Prairie Crossing	
	28	110520	16285 Ketton Dr	S, 20' L of drive,	Tree Lilac	Flagstone Ridge	IRRIGATION
	29	107674	17162 Long Creek Drive	S, abt 30' R of drive, align with patio	Tree Lilac	Highlands at Stony Creek	
	30	105387	19598 Wagon Trail Dr	M, 36' L of drive	Ginkgo	Highlands Prairie	
	31	108896	5080 Green Valley Ln	S, 51.25' fm crosswalk on Montview	Tree Lilac	Holston Hills	
	32	108896	5080 Green Valley Ln	S, S2 at 20' fm S1	Tree Lilac	Holston Hills	
	33	108896	5080 Green Valley Ln	S, S3 at 20' fm S2	Tree Lilac	Holston Hills	
	34	108896	5080 Green Valley Ln	S, S4 at 20' fm S3	Tree Lilac	Holston Hills	
	35	108896	5080 Green Valley Ln	S, S5 at 20' fm S4	Tree Lilac	Holston Hills	
	36	108896	5080 Green Valley Ln	S, S6 at 20' fm S5	Tree Lilac	Holston Hills	
	37	108896	5080 Green Valley Ln	S, S7 at 20' fm S6	Tree Lilac	Holston Hills	
	38	108926	5177 Shady Dell Circle	M, 25' fm corner on Wyndcroft Ct	Golden Rain Tree	Holston Hills	

39	108926	5177 Shady Dell Circle	M, 55' fm corner on Wyndcroft Ct	Golden Rain Tree	Holston Hills	
40	108926	5177 Shady Dell Circle	M, 85' fm corner on Wyndcroft Ct	Golden Rain Tree	Holston Hills	
41	109385	14955 Wyndcroft Ct	S, 15' L of walkway	Tree Lilac	Holston Hills	
42	109744	5083 Green Valley Ln	S, 35' fm Stop sign, Lilac	Tree Lilac	Holston Hills	no irrigation
43	109744	5083 Green Valley Ln	S, 55' fm Stop sign, Lilac	Tree Lilac	Holston Hills	no irrigation
44	108015	10124 Golden Drive	S, 6 ft L of walkway	Tree Lilac	Howe Place	
45	107249	165 Monticello Ct	M, 20' R of Drive, Pyramidal Hornbeam	Pyramidal Hornbeam	James Place	
46	107673	6570 Braemar Avenue N	S, 20' L of drive	Rky Mt Glow Maple	Lochaven	
47	108245	6493 Pennan Ct	S, 18' L of drive, plant Lilac	Tree Lilac	Lochaven	no irrigation
48	109037	6734 Braemar Ave N	S, 25' R of F2	Rky Mt Glow Maple	Lochaven	
49	109098	14761 Braemar Ave E	S, 20' L of drive	Tree Lilac	Lochaven	
50	109101	15282 Dunrobin Dr	M, abt 24' L of F1, Maple	Rky Mt Glow Maple	Lochaven	irrigation
51	109427	6302 Ederline Ln	S, 20' R of drive	Tree Lilac	Lochaven	
52	109427	6302 Ederline Ln	S, 40' R of drive	Tree Lilac	Lochaven	
53	109430	6254 Ederline Ln	S, 20' fm F2, wet site-shallow plant	Tree Lilac	Lochaven	WET SITE
54	110393	6679 Braemar Avenue S	S/M, 40' West of drive	Golden Rain Tree	Lochaven	IRRIGATION
55	110393	6679 Braemar Avenue S	S/M, 60' West of drive	Golden Rain Tree	Lochaven	IRRIGATION
56	107752	6713 Joseph Nelson Ct	M, F2 site, 20' R of drive	Ginkgo	Manors at Lochaven	
57	107465	14332 Black Farm Drive	S, 8' L of walkway	Rky Mt Glow Maple	Marilyn Ridge	
58	108291	19127 Golden Meadow Way	M, F1 spot	Golden Rain Tree	Meadows Estates	veh accident
59	108310	19114 Golden Meadow	S, 30' L of existing tree L of drive	Tree Lilac	Meadows Estates	
60	108310	19114 Golden Meadow	S, 20' R of drive	Tree Lilac	Meadows Estates	
61	108310	19114 Golden Meadow	S, 50' R of drive	Tree Lilac	Meadows Estates	
62	109218	10406 Trillium Ct	M, abt 23' R of drive	Golden Rain Tree	Meadows Estates	
63	102734	18901 Planer Dr	S/M on Planer Drive about 40 ft left of drive	Golden Rain Tree	Mill Grove	
64	100604	21540 Shore Vista Ln	M, 20' R of drive	Ginkgo	Morse Overlook	
65	100604	21540 Shore Vista Ln	M, 50' R of driveway	Ginkgo	Morse Overlook	
66	109273	19501 Creekview Drive	S, 20 ft right of drive	Tree Lilac	Morse Park Estates	
67	107344	15781 Hazel Dell Rd	M, space out within gap in treeline	Princeton Elm	none	
68	107344	15781 Hazel Dell Rd	M, space out within gap in treeline	Princeton Elm	none	
69	102569	7328 Hardin Oak Dr	S/M 20' R of drive	Ginkgo	Oakmont	no irrigation
70	109229	18386 Canyon Oak Drive	M, 22' R of drive, Paperbark Maple if poss.	Paperbark Maple	Oakmont	
71	110309	7078 English Oak Dr	S/M, 20' R of drive, Ginkgo or Pkwy Maple	Ginkgo	Oakmont	
72	102739	1658 Logan Street	M, 20 feet left of drive	Ginkgo	Old Town	
73	109039	1368 Wayne Street	S, 10' East of walkway	Ginkgo	Old Town	
74	106257	17288 Crescent Moon Dr	M, 20' R of drive	Tree Lilac	Old Town	no irrigation
75	107466	17278 Crescent Moon Dr	M, 24' R of drive	Ginkgo	Overlook at Stony Creek Est.	
76	110478	17272 Crescent Moon Dr	M, 20' L of drive, replant	Golden Rain Tree	Overlook at Stony Creek Est.	
77	108069	4990 Eldon Drive	S, N. of 4990, R of walkway in planting spot	Princeton Elm	Overlook at Stony Creek Est.	
78	108072	across fm 4982 Eldon Dr	S, in planting spot	Rky Mt Glow Maple	Pebblebrook Villas	watered by HOA
79	108073	4893 Eldon Dr	S, just N of 4893 Eldon, S1 for 4913 Eldon	Rky Mt Glow Maple	Pebblebrook Villas	watered by HOA
80	104623	19439 Potters Bridge	S/M, 20' L of driveway	Rky Mt Glow Maple	Pebblebrook Villas	watered by HOA
81	105564	9615 Crescent Oaks Dr	S, 20' L of drive, replant	Tree Lilac	Potters Woods	

82	105565	19458 Covered Bridge Way	S, only 1, 70' fm F2, replant	Tree Lilac	Potters Woods	
83	105569	19416 Covered Bridge Way	S, F2, 20' L of drive, replant	Tree Lilac	Potters Woods	
84	105572	19377 Potters Bridge Rd	S, 20' fm S1, replant	Tree Lilac	Potters Woods	
85	107377	19450 Blue Oak Ct	M, F1 spot 35' fm corner, second replant	Golden Rain Tree	Potters Woods	IRRIGATION
86	109742	9677 Coyote Ct	S/M, 20' L of drive, Rcy Mt Glow Maple	Rky Mt Glow Maple	Potters Woods	
87	105503	6156 Stonehenge Blvd	S, 40' R of drive, replant	Rky Mt Glow Maple	Promenade Woods	
88	105504	6095 Stonehenge Blvd	S, 24' L of drive, replant	Rky Mt Glow Maple	Promenade Woods	
89	110480	16854 Creek Trail Dr	S, 18' L of drive, plant high due to wet site	Rky Mt Glow Maple	Promenade Woods	
90	101024	19159 Roubesh Blvd	M, 20' L drive, replant	Ginkgo	Reserve at Woodside	WET SITE
91	109490	18817 Roubesh Circle	M, 20' L of drive	Princeton Elm	Roubesh Woods	no irrigation
92	109490	18817 Cromarty Circle	M, 50' L of drive	Princeton Elm	Settlers Mill	
93	108030	5109 Sweetwater Dr	S/M 30' R of drive, Plant Hardy spp, replant	Tree Lilac	Settlers Mill	
94	110008	17008 Bluestone Dr	S/M, 20' L of drive	Tree Lilac	Slater Ridge	
95	107632	16815 Meadow Wood Ct	S/M 28' L of drive	Tree Lilac	Slater Ridge	
96	107632	16815 Meadow Wood Ct	S/M 70' L of drive	Golden Rain Tree	Slater Woods	
97	107652	8730 Sommerwood Dr	S/M, 20' L drive	Golden Rain Tree	Slater Woods	
98	107652	8730 Sommerwood Dr	S/M, 20' R of driveway	Tree Lilac	Sommerwood	
99	108352	9058 Carnation Dr	S, 20' R of drive	Tree Lilac	Sommerwood	no irrigation
100	108352	9058 Carnation Dr	S, 25' fm corner on Rosebud	Tree Lilac	Sommerwood	no irrigation
101	108352	9059 Carnation Dr	S, 45' fm corner on Rosebud	Tree Lilac	Sommerwood	no irrigation
102	108352	9058 Carnation Dr	S, 65' fm corner on Rosebud	Tree Lilac	Sommerwood	no irrigation
103	108352	9058 Carnation Dr	S, 85' fm corner on Rosebud	Tree Lilac	Sommerwood	no irrigation
104	110481	9046 Sommerwood Dr	M, S4 on Windsor Ln, 3rd replant fm Tupelo	Tree Lilac	Sommerwood	no irrigation
105	108528	601 Tulip Ct	M, at 25' fm corner	Ginkgo	Sommerwood	
106	108528	601 Tulip Ct	M, at 55' fm corner	Rky Mt Glow Maple	Sommerwood	
107	109383	580 South Harbour Dr	M, 27' R of drive	Rky Mt Glow Maple	South Harbour	
108	107028	9957 Jasper Ct	M, 20 ft left of driveway	Princeton Elm	South Harbour	
109	106118	7564 Pacific Summit	M, 20' L of drive, no Ginkgo, replant	Golden Rain Tree	Stony Ridge	IRRIGATION
110	104285	16032 Bounds Ct	S, 20' R of drive	Princeton Elm	The Ridge	no irrigation
111	107473	5268 Ashbrook Dr	S/M, 20' L of drive, Maple Red in Fall if poss	Rky Mt Glow Maple	Twin Oaks	no irrigation
112	110672	15288 Proud Truth Drive	S/M, Columnar tree, 35' fm stop sign	Rky Mt Glow Maple	Villages at Pebble Brook	
113	103379	209 Yorkshire Cir	M, 20' R of drive, replant	Tree Lilac	Waterman Farms	
114	103976	185 Wellington Pkwy	M, 35' fm Stop	Ginkgo	Wellington NE	no irrigation
115	103976	185 Wellington Pkwy	M, 20' fm drive	Ginkgo	Wellington NE	
116	104122	270 Abbey Rd	M, 25' fm corner	Ginkgo	Wellington NE	
117	104122	270 Abbey Rd	M, 85' fm corner	Ginkgo	Wellington NE	
118	104709	66 Chesterfield	M, 20' L of drive	Ginkgo	Wellington NE	no irrigation
119	104709	66 Chesterfield	M, 20' R of drive	Ginkgo	Wellington NE	no irrigation
120	105831	16550 Audubon Ct	M, 20' R drive, replant	Tree Lilac	Wellington NE	no irrigation
121	105831	16550 Audubon Ct	M, 50' R drive, replant	Tree Lilac	Wellington NE	no irrigation
122	105961	16289 Herriman Blvd	M tree, 20' R of driveway	Ginkgo	Wellington NE	no irrigation
123	107649	64 Chesterfield	M, F2, 20' R drive, Elm, replant	Princeton Elm	Wellington NE	
124	107754	Westminster x Brompton Ct	S, F1 = 40' R drive	Tree Lilac	Wellington NE	watered by HOA

125	107754	Westminster x Brompton Ct	S, F2 = 20' R Drive	Tree Lilac	Wellington NE	watered by HOA
126	107754	Westminster x Brompton Ct	S, S1 = 36' N of Stop sign	Tree Lilac	Wellington NE	watered by HOA
127	107754	Westminster x Brompton Ct	S, S3 = 30' N of existing S2	Tree Lilac	Wellington NE	watered by HOA
128	109231	280 Wellington Pkwy	M, in frt of park, 15' R of right walkway	Princeton Elm	Wellington NE	watered by HOA
129	109231	280 Wellington Pkwy	M, in frt of park, 15' L of left walkway	Princeton Elm	Wellington NE	watered by HOA
130	109231	280 Wellington Pkwy	M, in frt of park, 30' R of left walkway	Princeton Elm	Wellington NE	watered by HOA
131	109231	280 Wellington Pkwy	M, in frt of park, 60' R of left walkway	Princeton Elm	Wellington NE	watered by HOA
132	109232	516 Stony Creek Circle	M, 30' L of drive	Princeton Elm	Wellington NE	watered by HOA
133	109232	516 Stony Creek Circle	M, 20' right of drive	Princeton Elm	Wellington NE	watered by HOA
134	106204	724 St. James Place	M, 20' L of drive	Princeton Elm	Wellington North	no irrigation
135	107533	411 Westminster Dr	M, 50' R of drive	Golden Rain Tree	Wellington North	no irrigation
136	108032	205 Westminster Dr	M, 20' L of drive	Rky Mt Glow Maple	Wellington North	no irrigation
137	108032	205 Westminster Dr	M, 50' L of drive	Rky Mt Glow Maple	Wellington North	no irrigation
138	108492	5516 Noble Crossing Pkwy W	S, F1 at 30' fm F2, L of drive	Rky Mt Glow Maple	West Haven	no irrigation
139	102137	18893 Hewes Ct	S, 20' L of driveway,	Tree Lilac	Whitcomb Ridge	
140	102137	18893 Hewes Ct	S, 20' R of driveway,	Tree Lilac	Whitcomb Ridge	
141	105994	18860 Stockton Dr	S, 20' R of drive	Tree Lilac	Whitcomb Ridge	
142	106002	19080 Stockton Drive	S, 25' L of S1 on Braxton Dr	Tree Lilac	Whitcomb Ridge	
143	106002	19080 Stockton Drive	S, 50' L of S1 on Braxton Dr	Tree Lilac	Whitcomb Ridge	
144	106031	7135 Gwinnett Place	S, 20' L of drive	Tree Lilac	Whitcomb Ridge	
145	110482	7296 Braxton Dr	S, 20' R of drive	Tree Lilac	Whitcomb Ridge	no irrigation
146	108450	18795 Long Walk Lane	S, 20' L drive	Rky Mt Glow Maple	Whitcomb Ridge	no irrigation
147	108451	18763 Long Walk Lane	S, 20 feet left of drive	Rky Mt Glow Maple	Woods & Greens Prairie Xing	
148	108455	18838 Round Lake Rd	S, 20' L drive, wants Red Maple	Rky Mt Glow Maple	Woods & Greens Prairie Xing	
149	108461	8114 Little Circle Rd	S, 36' L of drive	Rky Mt Glow Maple	Woods & Greens Prairie Xing	
150	110094	18776 Longwalk Ln	S, 20' R of drive	Tree Lilac	Woods & Greens Prairie Xing	

TOTAL TREES = 150



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/26/2023

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 Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED BrightView Landscapes, LLC Location #38380 8046 Castleway Drive Indianapolis IN 46250 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Insurance Company		22667
	INSURER B: American Guarantee & Liability Ins Co		26247
	INSURER C: Endurance American Insurance Company		10641
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570101758648 **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. **Limits shown are as requested**

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 checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			XSLG47325857 SIR applies per policy terms & conditions	10/01/2023	10/01/2024	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H10716561	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<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			AUC508596819 SIR applies per policy terms & conditions	10/01/2023	10/01/2024	EACH OCCURRENCE	\$3,000,000
							AGGREGATE	\$3,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLRC5068541A WC - AOS SCFC50685482 WC - WI	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
A					10/01/2023	10/01/2024	E.L. EACH ACCIDENT	\$2,000,000
							E.L. DISEASE-EA EMPLOYEE	\$2,000,000
							E.L. DISEASE-POLICY LIMIT	\$2,000,000

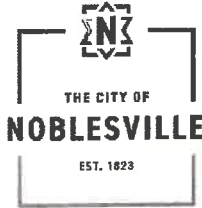
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Noblesville is included as Additional Insured in accordance with the policy provisions of the General Liability policy. Should General Liability, Automobile Liability and Workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions will govern how Notice of Cancellation may be delivered to Certificate Holders in accordance with the policy provisions of each policies.

CERTIFICATE HOLDER City of Noblesville 16 S. 10th St. 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

Holder Identifier : BCNOP

Certificate No : 570101758648





FINANCE & ACCOUNTING

Funding Verification/Encumbrance Request Form

Date to be submitted to BoW/Park Board: April 9, 2024 (put N/A if not submitting to BoW/Park Board)

Vendor name: BrightView Landscaping Services

Vendor Address: 8046 Castleway Drive, Indpls, IN 46250

Brief description of purchase: Spring 2024 Street Tree Planting Service

Source of Funding:

- Current Year Operational Budget
- Subsequent Year Operational Budget¹
- Funding not yet finalized (attach explanation)²
- Loan or debt proceeds
- Non-Appropriated Fund³

Fund #	101	
Department #	025	
Project # (NA if no project #)	n/a	
	Expense Object #	Amount
#1	364.100	\$ 36,097.51
#2		
#3		

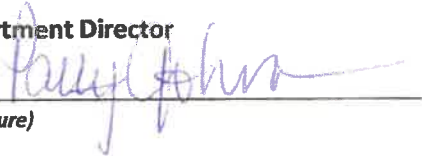
- 1) This option may only be selected AFTER the adoption of the subsequent year budget. OFA will create a PO after the start of the next year. If contract details change in between form submission and the start of the year, contact OFA Staff.
- 2) This option may only be selected in unusual circumstances. An additional FVF will need to be submitted to OFA once funding source has been determined. OFA will not create a PO until this follow-up form has been submitted.
- 3) These funds are not appropriated through the annual budget process. They include but are not limited to grant funds and impact fee funds.

Are you requesting that a Purchase Order (PO) be created for this expenditure?

- Yes Select for all purchases/contracts that will not be paid immediately
- No Select ONLY if department plans to initiate payment immediately

The Department certifies that sufficient appropriation authority exists in the stated fund and expense series to obligate the expense for future payment.

Department Director



(Signature)

Patty Johnson

(Printed Name)

3-20-24

(Date)

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

FOR OFFICE OF FINANCE AND ACCOUNTING USE ONLY

OFA Action Taken

- Purchase Order Created
- Reviewed Availability of funds (Contract/Purchase of over \$50k or paid with debt proceeds only)

PO # (if applicable): 240155

OFA Signature Caitlin Moss

- No Action Taken (Department should still include this form in purchase/contract approval submission)

Comments: _____

Initials: HT

Date: 3-20-24

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

PAGE: 1

**INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 0031216070010**

**FEDERAL EXCISE TAX EXEMPT
356001141**

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

PURCHASE ORDER NO. 240155

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

SHIP TO:

TO
VENDOR # 9524
BRIGHTVIEW LANDSCAPES LLC
PO BOX 740655
ATLANTA GA 30374-0655

ATTN:

DATE 03/20/2024		DEPARTMENT STREET		SHIP TO ARRIVE BY			
APPROPRIATION NUMBER	QUANTITY	UNIT	DESCRIPTION	PROJECT #	UNIT PRICE	AMOUNT	
101025364.100	1.0		SPRING 2024 STREET PLANTING SERVICE		36097.51	36097.51	

SHIP VIA	TOTAL 36097.51
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SHIPPING INSTRUCTIONS

- * SHIP PREPAID
- * C.O.D. SHIPMENTS CANNOT BE ACCEPTED
- * PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS.
- * THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENTAL THERETO.

PAYMENT

- * A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED.
- * I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY *H.H. Galling*
TITLE _____ CONTROLLER _____

COPY