



Board of Public Works and Safety

Agenda Item

Cover Sheet

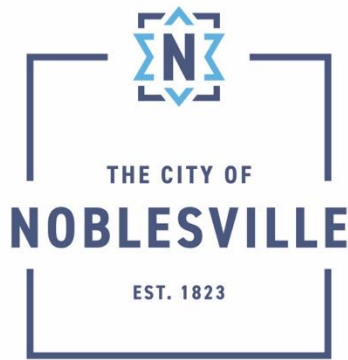
MEETING DATE: May 14, 2024

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

ITEM #: 9

INITIATED BY: Patty Johnson

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



TO: Noblesville Board of Public Works and Safety
FROM: Patty Johnson, Interim Parks Director
SUBJECT: Request Approval to Award Contract for Bunker Renovation-Phase II to Verde Sports Contractors
DATE: May 14, 2024

Attached is a service agreement between the City of Noblesville and Verde Sports Contractors. The City of Noblesville requested bids for renovation of the remaining bunkers at Fox Prairie Golf Course. Phase I of the bunker renovation was completed in 2022 by the same contractor. The parks department staff was very pleased with the work done by Verde Sports Contractors. While we didn't receive any additional bids and this bid is a little higher than the estimate, the cost increases are not out of line with the increase in cost of materials and shipping products since the estimate was prepared last year.

The parks department staff recommends the Board of Public Works and Safety award the bid to Verde Sports Contractors. Please feel free to reach out to me if you have any questions. Thank you.



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 **Verde Sports Construction**, 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 Four Hundred Twenty-One Thousand, Three Hundred Eighty-One dollars and forty cents (\$421,381.40).

- 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:
Verde Sports Construction
115 2nd St #1535
Langley, WA 98260

To City:
City of Noblesville
Attn: Curt Brisco
701 Cicero Road
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.

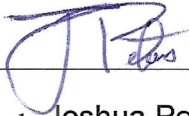
5.23.2 If Contractor employs or contracts with an unauthorized alien but City determines that terminating the contract would be detrimental to the public interest or public property, City may allow the contract to remain in effect until City procures a new contractor.

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.

Verde Sports Construction ("Contractor")

By:  _____

Date: 4/25/24 _____

Printed: Joshua Peters _____

Title: Owner / Manager _____

Approved by the Board of Public Works and Safety of the City of Noblesville this _____ day of _____ 202_.

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): Verde Sports Construction
By (Written Signature): [Signature]
(Printed Name): Ryan Cassidy
(Title): Office Manager

Important - Notary Signature and Seal Required in the Space Below

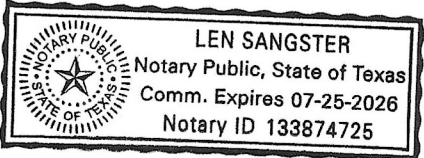
STATE OF Texas
COUNTY OF Collin

SS:

Subscribed and sworn to before me this 25 day of April,
2024

My commission expires: 07/25/2026 (Signed) [Signature]

a. Residing in Collin County, State of Texas.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/26/2024

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 Arthur J. Gallagher Risk Management Service, LLP 701 Lamar Street Wichita Falls TX 76301 | CONTACT NAME: PHONE (A/C, No, Ext): 940-397-2724 | | FAX (A/C, No): 940-322-9549 |
| | E-MAIL ADDRESS: Lexie_Boone@ajg.com | | |
| INSURED Verde Sports Construction, LLC dba Verde Sports La 115 2nd Street #1535 Langley WA 98260 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A : Evanston Insurance Company | | 35378 |
| | INSURER B : Progressive Casualty Insurance Company | | 24260 |
| | INSURER C : Insurance Company of the West | | 27847 |
| | INSURER D : | | |
| | INSURER E : | | |
| INSURER F : | | | |

COVERAGES

CERTIFICATE NUMBER: 746311771

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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 3AA690264 | 7/17/2023 | 7/17/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 01333503-7 | 11/18/2023 | 5/18/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | MKLV4EUL104660 | 7/17/2023 | 7/17/2024 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N Y | N/A | WTX 5075835 00 | 12/6/2023 | 12/6/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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 |

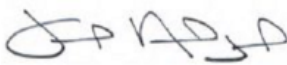
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

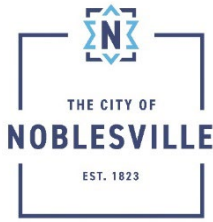
The General Liability policy include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

Josh Peters and Richard Paul Hagy are excluded from Worker's Compensation Coverage.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|--|
| City of Noblesville 701 Cicero Road Noblesville IN 46060 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |

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FINANCE & ACCOUNTING

Funding Verification/Encumbrance Request Form

Date to be submitted to BoW/Park Board: _____ (put N/A if not submitting to BoW/Park Board)

Vendor name: _____

Vendor Address: _____

Brief description of purchase: _____

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 # | | |
| Department # | | |
| Project # (NA if no project #) | | |
| | Expense Object # | Amount |
| #1 | | |
| #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*

Additional Comments: _____

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)

(Printed Name)

(Date)

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

FOR OFFICE OF FINANCE AND ACCOUNTING USE ONLY

OFA Action Taken

Purchase Order Created PO # (if applicable): _____

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

OFA Signature _____

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

Comments: _____

Initials: _____ Date: _____

Instructions

When should this form be used?

1. All agreements reviewed or purchases submitted for approval by the Mayor's Office, Board of Works, or Park Board must be accompanied by a Funding Verification Form (FVF). This form should be completed and reviewed by OFA prior to submission of purchase or agreement to the Mayor's Office.
 - Therefore, OFA must receive this form **no later** than 4:00 PM on the Thursday prior to the Mayor's Office's submission deadline. *Note: To ensure OFA has sufficient time to review and approve the FVF, please submit as early as possible.*
 - For items to be reviewed by the Park Board, please ask OFA for FVF submission deadline.
 - OFA's projected turnaround time is as follows: forms received before 2:30pm will be returned by the end of the same business day, while forms received after 2:30pm will be returned the following business day by 10am. Please note that special circumstances may increase the lead time for approval, including but not limited to vacations or illness, month/year end, and meetings.
2. The FVF is also the tool for encumbering funds for agreements with vendors that are not reviewed by the BoW or Park Board. Submitting this form to OFA will initiate the creation of a Purchase Order (PO) when appropriate.
 - *Note: For agreements that do not require review by the BoW or Park Board, it is still advantageous for departments to encumber the funds as soon as an agreement with the vendor is reached.*
3. When requesting a PO, the FVF **must** be accompanied by an agreement, quote, or other sufficient documentation of obligation, vendor, and purchase amount.
 - *Note: Limited exceptions may be made in special circumstances. Please speak to the Deputy Controller for consideration of an exception.*

Completing the Form

1. Fill out information related to the vendor agreement and the source of payment.
 - Check one of the options for funding source; if funding is not yet in place (or it is based on next year's budget), a PO will not be created until funding is finalized.
 - Individual POs can only be associated with only one (1) project, department, and fund. Therefore, if the cost of a contract is going to be split among multiple projects, departments, or funds, a separate FVF must be submitted for each.
 - An individual PO/encumbrance, however, may be split between multiple expense codes. Fill in each expense code associated with the agreement, as well as the cost associated with each expense code.
2. Along with vendor information and funding source, please indicate whether you are requesting that a PO be created.
 - If you select "Yes", then a PO number will be generated. Selecting "No" indicates that the obligation will be paid immediately via the next accounts payable claims payment cycle.
3. The department director (or designee) must sign the form certifying that funding exists to pay for the full annual cost of the agreement. *Note: The availability of existing appropriation authority can be checked by using the 'Budget vs. Actual' reports in OpenGov.*
 - For agreements with costs exceeding \$50,000, OFA Staff will also review the department's available appropriation authority to certify that funding is available.
 - For agreements with costs funded from debt or loan proceeds, OFA Staff will also review available resources to certify that funding is available.
4. Once completed, transmit the form and supporting documentation to OFABudget@noblesville.in.gov. Please name the file as follows: Year, Month, Day, Fund #/Department #, brief description.
 - *Example: "2020 02 25 – 101003 – OpenGov Contract"*
5. After receiving the FVF, OFA Staff will review the submission, take whatever action is relevant, and will then transmit a copy back to the department. If a PO is created, the PO number will be listed at the bottom of the form, and the PO will be attached.

City of Noblesville Fox Prairie Bunker Remodel Phase 2 Scope of Work

This Scope of Work for the City of Noblesville Fox Prairie Bunker Remodel Phase 2 is to work with the Noblesville Parks and Recreation Director to perform the following work:

- Reshape and resand the following bunkers
 - Central Hole 4
 - Fairway path bunker
 - Fairway path bunker
- Reshape and replace using Better Billy Bunker Specifications the following golf bunkers:
 - Central Hole 4
 - Green path bunker
 - Green tree bunker
 - Central Hole 5
 - Green tree bunker
 - Central Hole 6
 - Two fairway path bunkers
 - Fairway middle bunker
 - Green path bunker
 - Green tree bunker
 - West Hole 3
 - Fairway middle bunker
 - Green bunker
 - West Hole 4
 - Green bunker
 - West Hole 5
 - Green bunker
 - West Hole 6
 - Green bunker
 - West Hole 7
 - Green path bunker
 - Green tree bunker
 - Hole 8
 - Green bunker
- Remove and grass over the following golf bunkers
 - Central Hole 6
 - Fairway tree bunker
 - West Hole 3
 - Fairway tree bunker
- Each of the above bunkers (including reshaping) to be marked by Owner and certified by contractor prior to completion of work
- Contractor is required to:
 - Obtain all necessary permits;

City of Noblesville Fox Prairie Bunker Remodel Phase 2 Scope of Work

- Complete all utility locates;
- Strip and dispose of existing grass from areas to be graded;
- Stockpile topsoil from areas to be graded;
- Remove and dispose of existing bunker sand and bunker drainage;
- Grade or to remove existing bunkers as required;
- Fill and compact depression to eliminate the possibility of settling;
- Construct drainage system as required;
- Shape, reconstruct bunker slopes for newly constructed bunkers;
- Install internal bunker drainage system and connect to existing drainage system, or outlet as directed by Parks Director or designee;
- Grade fairways and roughs as required;
- Trim and finish grades and replace topsoil;
- Install and repair irrigation system as required;
- Repair cart paths as required;
- Finish grade all areas and remove rocks;
- Fertilize and sod;
- Place, spread, compact and rake bunker sand; and
- Complete/satisfy final inspection

The above list is intended only to establish a general order of work and is not a detailed list. Many items can be done concurrently, and various areas of work may progress at a faster pace than others due to weather conditions or other unknown variables. Not all specific operations may be mentioned but are considered to be included as required.

- The Contractor shall be responsible for staking and laying out all lines and grades, as/if required, in accordance with the drawings and to meet field conditions to properly construct any necessary or required element.
- Where indicated, Better Billy Bunker Specifications (attached) shall be followed.
- All grassing shall follow the Grassing Specifications.
- Where excess material is generated at any feature site and stockpiled adjacent to the site, Contractor shall move material to a feature site that requires it, or dispose/stockpile it at the direction of the Parks Director or designee.
- Soil moving, seedbed preparation and laying of sod will not be permitted when conditions are too wet or too dry. All such operations are to be performed only with Specific approval of the Parks Director or designee.
- Materials for bunker sand, irrigation, seed, soil amendments, bluegrass sod and fescue sod will be specified by Parks Director or designee.

City of Noblesville Fox Prairie Bunker Remodel Phase 2 Scope of Work

- All irrigation work required shall be coordinated in advance with Parks Director or designee.
- Contractor shall provide City of Noblesville an at scale drawing of record showing infrastructure and features as built.
- Before acceptance and final payment shall be made, the Contractor shall restore, in an acceptable manner, all property which he may have damaged in the completion of the work, and all parts of the work be left in a neat and presentable condition. All ground occupied by the Contractor in connection with the work shall be cleaned of all rubbish, excess materials, temporary buildings, structures and equipment, and all waterways left unobstructed.
- For a period of one year from the date of final acceptance of the Contract, the Contractor shall promptly furnish, install, repair or replace without cost to the Owner, any and all items which prove to be defective in either material or workmanship which Contractor provided and installed.