



# Board of Public Works and Safety

## Agenda Item

## Cover Sheet

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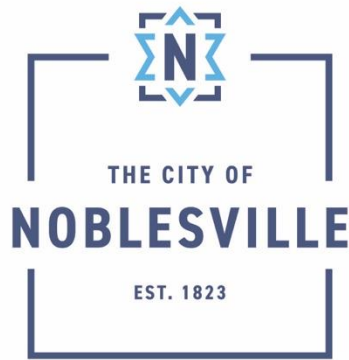
**MEETING DATE:** June 25, 2024

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

**ITEM #:** 6

**INITIATED BY:** Kristyn Parker

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



**TO:** Board of Public Works and Safety

**FROM:** Kristyn Parker, Project Coordinator, Utilities

**SUBJECT:** Board to consider approving Change Order 1 for Dillon Park sewer realignment project

**DATE:** June 25, 2024

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Utilities is requesting the Board of Works to approve Change Order #1 to the contract with Central Indiana Boring Contractors in the amount of \$1000 for the Dillon Park sewer realignment project.

This change order covers valves that were required by the manufacturer for installation. The project is now complete and ready to be invoiced.

**I recommend that the Board approves the Change Order with Central Indiana Boring Contractors contract.**



# CHANGE ORDER

Dillon Park Sewer Realignment  
Project Name  
6351 Midland Ln, Noblesville, IN 46062  
Project Address  
Christopher Penski  
Project Manager Name / Firm Name

001  
Change Order Number  
May 31 2024  
Change Order Date

## DESCRIPTION OF CHANGES:

(check here  and attach additional pages if more space is needed.)

Added required (Per Manufacturer) Combination Curb Stop / Swing Check Valve (Stainless Steel) and D.I. Valve Box. Was not a check valve in place.

## PRICE. These changes (select one):

- raise  lower the price of the contract to \$ 35400  
 do not affect the price of the contract.

## PROJECT DURATION. These changes (select one):

- extend  shorten the duration of the project by \_\_\_\_\_ days.  
 do not affect the duration of the project.

**COMPLETION.** The new approximate date of completion is: 05/31/2024

## PAYMENT SCHEDULE. These changes will adjust the payment schedule as follows:

Combination Curb Stop / Swing check valve (Stainless steel) \$400, Ductile Iron Valve box w/ D.I. lid marked sewer, \$400 2" E.F. Coupler \$10, 1" E.F. Coupler \$10, 2" to 1" HDPE fusible reducer \$10, and install \$170

Owner Signature  
City of Noblesville Wastew:  
Printed Name Date

Contractor Signature  
Christopher Penski  
Printed Name Date  
05/31/2024



All of which is approved by the Board of Public Works and Safety of the City of Noblesville this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Jack Martin, President

\_\_\_\_\_  
John Ditslear, Member

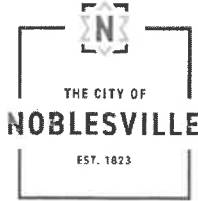
\_\_\_\_\_  
Laurie Dyer, Member

\_\_\_\_\_  
Robert J. Elmer, Member

\_\_\_\_\_  
Rick L. Taylor, Member

ATTEST:

\_\_\_\_\_  
Evelyn L. Lees, Clerk  
CITY OF NOBLESVILLE, INDIANA



FINANCE & ACCOUNTING

Funding Verification/Encumbrance Request Form

Date to be submitted to BoW/Park Board: 6/25/24 (put N/A if not submitting to BoW/Park Board)

Vendor name: Central Indiana Boring Contractors

Vendor Address: 11494 E 300 N, Sheridan, IN 46069

Brief description of purchase: Change Order 1 for Dillon Park sewer realignment project

Source of Funding:

- Current Year Operational Budget
- Subsequent Year Operational Budget<sup>1</sup>
- Funding not yet finalized (attach explanation)<sup>2</sup>
- Loan or debt proceeds
- Non-Appropriated Fund<sup>3</sup>

Fund #	330	
Department #	033	
Project # (NA if no project #)	NA	
	Expense Object #	Amount
#1	423.100	\$ 1,000.00
#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

Jonathan Mirgeaux Digitally signed by Jonathan Mirgeaux  
DN: cn=Jonathan Mirgeaux, o=City of Noblesville, ou=Noblesville Utilities, cn=Jonathan Mirgeaux

(Signature)

Jonathan Mirgeaux

(Printed Name)

6/11/24

(Date)

Please email completed form to [OFAbudget@noblesville.in.gov](mailto:OFAbudget@noblesville.in.gov)

FOR OFFICE OF FINANCE AND ACCOUNTING USE ONLY

<b>OFA Action Taken</b>	
<input checked="" type="checkbox"/> Purchase Order Created	PO # (if applicable): <u>240000</u>
<input type="checkbox"/> Reviewed Availability of funds (Contract/Purchase of over \$50k or paid with debt proceeds only)	
OFA Signature <u>Caitlin Moss</u>	Digitally signed by Caitlin Moss Date: 2024.06.11 15:19:08 -04'00'
<input type="checkbox"/> No Action Taken (Department should still include this form in purchase/contract approval submission)	
Comments: _____	
Initials: <u>HT</u>	Date: <u>6/11/24</u>

## 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 **Central Indiana Boring Contractors / TMC Contractors** (hereinafter referred to as "CIBC/TMC" or "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 \_\_\_\_\_ December 31, 2025 \_\_, ("Termination Date") or when construction is completed (whichever is earlier).

### 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 Four Thousand Four Hundred Dollars (\$34,400.00)
- 4.2 Funding for a multi-year agreement is not guaranteed. All of the City's obligations under this Agreement shall be subject to annual appropriation and shall not constitute a general obligation or indebtedness of the City.

## **SECTION V. GENERAL PROVISIONS**

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

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

5.6 Insurance.

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

A. Commercial General Liability

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

B. Auto Liability

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

C. Workers Compensation and Employer's Liability

As required by Indiana law.



D. Professional/Errors & Omissions Liability

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

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

5.7 Termination for Cause or Convenience.

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

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

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

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

To Contractor:  
Central Indiana Boring Contractors /  
TMC Contractors  
ATTN: Christopher Penski  
11494 E 300 N  
Sheridan, IN 46069

To City:  
City of Noblesville  
Attn: Jonathan Mirgeaux  
16 S. 10<sup>th</sup> Street  
Noblesville, IN 46060

*Courtesy Copy:*  
City Attorney  
16 S. 10<sup>th</sup> 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 Contractors 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.

CIBC/TMC Contractors ("Contractor")

By: Christopher S Penski

Date: 03/22/2024

Printed: Christopher S Penski

Title: Owner

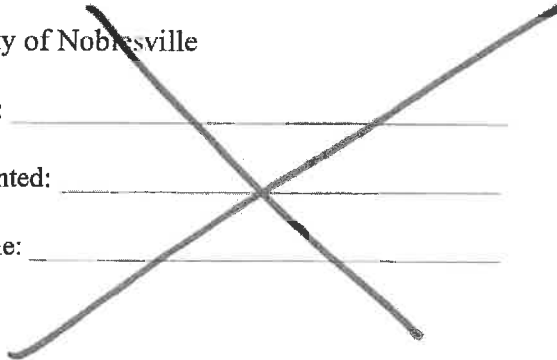
City of Noblesville

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_



All of which is approved by the Board of Public Works and Safety of the City of Noblesville this  
26<sup>th</sup> day of March 2024.

  
\_\_\_\_\_  
JACK MARTIN, PRESIDENT


  
\_\_\_\_\_  
JOHN DITSLEAR, MEMBER

  
\_\_\_\_\_  
LAURIE DYER, MEMBER

\_\_\_\_\_  
ROBERT J. ELMER, MEMBER

  
\_\_\_\_\_  
RICK L. TAYLOR, MEMBER

ATTEST:

  
\_\_\_\_\_  
EVELYN L. LEES, CLERK  
CITY OF NOBLESVILLE, INDIANA

**E-Verify Affidavit**

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

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

(Contractor): Central Indiana Boring Contractors

By (Written Signature): Christopher S Penski

(Printed Name): Christopher S Penski

(Title): Owner

*Important - Notary Signature and Seal Required in the Space Below*

STATE OF \_\_\_\_\_

SS:

COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_.

My commission expires: \_\_\_\_\_ (Signed) \_\_\_\_\_

a. Residing in \_\_\_\_\_ County, State of \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/22/2024

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).

<b>PRODUCER</b> Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (855) 222-5919      FAX (A/C, No): E-MAIL: support@nextinsurance.com ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A : Next Insurance US Company      16285 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
<b>INSURED</b> tmc contractors 4151 Kessler Boulevard East Dr Indianapolis, IN 46220		

**COVERAGES**      **CERTIFICATE NUMBER:** 230305314      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR. INSP. 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:	X	NXTKPLVDTY-02-GL	05/17/2023	05/17/2024	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00 MED EXP (Any one person) \$10,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$1,000,000.00 PRODUCTS - COMP/OP AGG \$1,000,000.00
	<b>AUTOMOBILE LIABILITY</b> <input 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					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED.      RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE      OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractors Errors and Omissions	X	NXTKPLVDTY-02-GL	05/17/2023	05/17/2024	Each Occurrence: \$10,000.00 Aggregate: \$20,000.00

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

The Certificate Holder is City of Noblesville. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

For landscaping at Noblesville Utilities/Dillon Park and Central Indiana Boring Contractors subject to policy terms and conditions.

<b>CERTIFICATE HOLDER</b> City of Noblesville 197 Washington St Noblesville, IN 46060	<b>LIVE CERTIFICATE</b>  Click or scan to view	<b>CANCELLATION</b> 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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# CHANGE ORDER

Dillon Park Sewer Realignment

Project Name

6351 Midland Ln, Noblesville, IN 46062

Project Address

Christopher Penski

Project Manager Name / Firm Name

001

Change Order Number

May 31 2024

Change Order Date

## DESCRIPTION OF CHANGES:

(check here  and attach additional pages if more space is needed.)

Added required (Per Manufacturer) Combination Curb Stop / Swing Check Valve (Stainless Steel) and D.I. Valve Box. Was not a check valve in place.

## PRICE. These changes (select one):

- raise  lower the price of the contract to \$ 35400  
 do not affect the price of the contract.

## PROJECT DURATION. These changes (select one):

- extend  shorten the duration of the project by \_\_\_\_\_ days.  
 do not affect the duration of the project.

**COMPLETION.** The new approximate date of completion is: 05/31/2024

**PAYMENT SCHEDULE.** These changes will adjust the payment schedule as follows:

Combination Curb Stop / Swing check valve (Stainless steel) \$400, Ductile Iron Valve box w/ D.I. lid marked sewer, \$400 2" E.F. Coupler \$10, 1" E.F. Coupler \$10, 2" to 1" HDPE fusible reducer \$10, and install \$170

Owner Signature

City of Noblesville Wastewa

Printed Name

Date

Contractor Signature

Christopher Penski

Printed Name

05/31/2024

Date



All of which is approved by the Board of Public Works and Safety of the City of Noblesville this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Jack Martin, President

\_\_\_\_\_  
John Ditslear, Member

\_\_\_\_\_  
Laurie Dyer, Member

\_\_\_\_\_  
Robert J. Elmer, Member

\_\_\_\_\_  
Rick L. Taylor, Member

ATTEST:

\_\_\_\_\_  
Evelyn L. Lees, Clerk  
CITY OF NOBLESVILLE, INDIANA

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

**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. 240227**

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

**SHIP TO:**

**TO**  
**VENDOR # 3963  
CENTRAL INDIANA BORING CONTRACTORS  
11494 E 300 N  
SHERIDAN IN 46069**


**ATTN:**

<b>DATE</b> 06/11/2024	<b>DEPARTMENT</b> WW		<b>SHIP TO ARRIVE BY</b>			
<b>APPROPRIATION NUMBER</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>DESCRIPTION</b>	<b>PROJECT #</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
330033423.100	1.0		CHANGE ORDER 1 FOR DILLON PARK SEWER		1000.00	1000.00

<b>SHIP VIA</b>	<b>TOTAL</b> 1000.00
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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 \_\_\_\_\_  
 TITLE \_\_\_\_\_ CONTROLLER