



Board of Public Works and Safety

Agenda Item

Cover Sheet

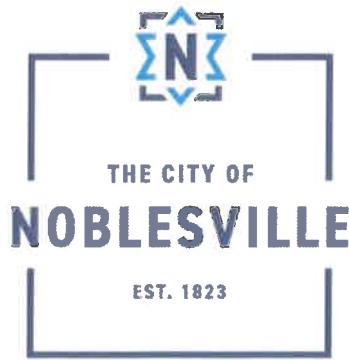
MEETING DATE: July 23, 2024

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

ITEM #: 4

INITIATED BY: Erin Hinshaw

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



TO: Noblesville Board of Public Works and Safety
FROM: Erin Hinshaw, Parks & Recreation
SUBJECT: Board to Consider Agreement with Soft Water Solutions
DATE: July 23, 2024

Soft Water Solutions has been chosen to complete water softener installations in the Forest Park & Fox Prairie Pro Shops and the Forest Park Inn. Being able to have these units installed in our buildings will greatly decrease water line blockages and extend the life of our plumbing fixtures and equipment.

I recommend the Board of Public Works approve the service agreement with Soft Water Solutions.

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 **Soft Water Solutions** (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 September 30, 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 Nine Thousand Eighty-Four Dollars and Zero Cents (\$9,084.00).

- 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:
Soft Water Solutions
Attn: Tom Edens
P.O. Box 509
Noblesville, IN 46061

To City:
City of Noblesville
Attn: Erin Hinshaw
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 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.

____ Soft Water Solutions ____ ("Contractor")

By: 

Date: July 7, 2024

Printed: Tommy Edens

Title: Member

City of Noblesville

By: 

Date: 07/18/2024

Printed: Chris Jensen

Title: Mayor

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

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): Soft Water Solutions

By (Written Signature): [Signature]

(Printed Name): Tommy Tolens

(Title): Member

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana

SS:

COUNTY OF Hamilton

Subscribed and sworn to before me this 2 day of July, 2024.

My commission expires: 06/15/2026 (Signed) [Signature]

a. Residing in Hamilton County, State of Indiana



Rita Hilty, Notary Public
Hamilton County, State of Indiana
My Commission Expires
June 15, 2026



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/26/2024 19:24

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 Kluesner, Charles 3337 State Road 32 E Westfield, IN 46074 | CONTACT NAME: PHONE (A/C, No. Ext): (317) 804-7201 E-MAIL: Charlie.Kluesner@infarmbureau.com ADDRESS: | FAX (A/C, No): |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED SOFT WATER SOLUTIONS LLC PO BOX 509 NOBLESVILLE, IN 46061-0509 | INSURER A: United Farm Family Mutual Insurance Company | NAIC # 15288 |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR (NSD, W/D) | 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 | X | BOP8240933 | 02/10/2024 | 02/10/2025 | EACH OCCURRENCE \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000 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 |
| | AUTOMOBILE LIABILITY <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 (Per 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 \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)
 We follow Indiana state law regarding cancellations.
 ATTN: Erin Hinshaw

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

EXHIBIT A



ESTIMATE: UNIT DELIVERY, SET-UP, & INSTALL

Soft Water Solutions, LLC

P.O. Box 509 Noblesville, IN 46061

317.499.2096

www.mysoftwatersolutions.com

CUSTOMER

Noblesville Parks Dept.
Erin Hinshaw

ESTIMATE NO

24 - 7120

DATE

4/24/2024

ADDRESS

701 Cicero Road

CITY/STATE/ZIP

Noblesville, IN 46060

PHONE

317-776-6350

E-MAIL

ehinshaw@ncblesville.in.us

SALESPERSON

TE

PROJECT

Installation of replacement
48K and 80K softener units

PREPARED BY:

TE

ATTENTION

PAYMENT TERMS

Due Upon Completion

DUE DATE

| QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|-----------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------------------|-------------------|
| Forest Park Golf Course | | | |
| 1 | Twin-tank Nelsen 48K-grain Water Softener w/18x33 Brine Tank | | \$3,590.00 |
| 1 | Construction of Drain and Materials / 3/4" | | |
| 1 | Delivery/Installation/Set Up/Remove & Dispose current unit | | |
| 1 | Sales Tax on Unit and Parts | | |
| Fox Prairie Golf Course | | | |
| 1 | Twin-tank Nelsen 64K-grain Water Softener w/18x33 Brine Tank | | \$3,390.00 |
| 1 | Construction of Drain and Materials / 1" | | |
| 1 | Delivery/Installation/Set Up/Remove & Dispose current unit | | |
| 1 | Sales Tax on Unit and Parts | | |
| WARRANTY: | | * Manufacturer's Warranty covers tanks for 10 years, valves for 5 years | |
| | | * Addition labor Warranty covered by SWS: 180 days | |
| INSTALLATION: | | * TBD by client | |
| NOTES: | | * (6) bags of salt provided for each location at no charge | |
| SUBTOTAL | | | \$6,680.00 |
| THIS PROPOSAL INCLUDES THE CONDITIONS NOTED: | | | |
| OTHER | | | |
| TOTAL | | | \$6,680.00 |

Sign Below to Accept Quote:

Authorized Party

Date



ESTIMATE: UNIT DELIVERY, SET-UP, & INSTALL

Soft Water Solutions, LLC

P.O. Box 509 Noblesville, IN 46061

317.499.2096

www.mysoftwatersolutions.com

CUSTOMER

Noblesville Parks Dept.
Erin Hinshaw

ESTIMATE NO

24 - 7124

DATE

6/5/2024

ADDRESS

701 Cicero Road

CITY/STATE/ZIP

Noblesville, IN 46060

PHONE

317-776-6350

E-MAIL

ehinshaw@noblesville.in.us

SALESPERSON

DC

PROJECT

Installation of new water softener in FP Inn

PREPARED BY:

TE

ATTENTION

PAYMENT TERMS

Due Upon Completion

DUE DATE

| QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|------------------------|------------------------------------------------------------|------------|-------------------|
| Forest Park Inn | | | |
| 1 | Nelsen 64K-grain Water Softener w/15x17 Brine Tank | | \$2,404.00 |
| 1 | Construction of Drain and Materials / 3/4" line | | |
| 1 | Delivery/Installation/Set Up/Remove & Dispose current unit | | |
| 1 | Sales Tax on Unit and Parts | | |
| SUBTOTAL | | | \$2,404.00 |

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

| | |
|--------------|-------------------|
| OTHER | |
| TOTAL | \$2,404.00 |

Sign Below to Accept Quote:

Authorized Party

Date

ADDITIONAL QUOTES



Kineticco[®]

water systems

8828 Corporation Dr.
Indianapolis, IN 46256
(317) 542-8888
(800) 444-1387

www.kineticcoindy.com

9765 Basil Western Road
Canal Winchester, OH 43110
(614) 920-7700
(800) 444-1387

www.kineticocolumbus.com

11015 Kinsman Road
Newbury, OH 44065
(440) 564-9100
(800) 444-1387

www.kineticonewbury.com

Project Quotation

| | |
|--------------------------|------------------------------------------------|
| Quotation Number: | 837 |
| Quote Date: | 5/1/2024 |
| Customer | Forrest Park & Fox Prairie |
| Address | 701 Cicero Rd Noblesville, IN. 46060 |
| Attention: | Erin |
| Description: | Water Softeners for Forrest Park & Fox Prairie |

Equipment Description

CP 210 Commerical Water Softeners
Non-Electric Twin Tank On-Demand Softener

Unit Cost

\$4,995.00

Qty

2

Extended Cost

\$9,990.00

\$9,990.00

Services Description

Full installation and removal included.
5 bags of salt at each location.
Add in drain stack w/ p-trap and air gap

Cost

\$

-

Services Total

\$

-

7% Tax

\$

699.30

TOTAL

\$

10,689.30

Quotation valid for 90 days

www.kineticco.com





To: Noblesville Parks – Fox Prairie Golf Course
Attention: Erin Hinshaw
From: Chris Shaw
Date: 05/08/24

Dear Erin,

We appreciate the opportunity to present you this quote. Pricing and availability as follow:

| Quantity | Part Number | Description | Unit Price | Amount |
|-------------------------------|-------------|-----------------------------------------------------------------------------------------------------------------------|--------------|-------------------|
| 1 | 01040021 | HE 060 Twin 1.5" – 14X47 Resin Tanks, 2 Cubes Resin per Tank, 1.5" Inlet/Outlet, Metered Regeneration, GBE Controller | \$ | \$ |
| 1 | 01036064 | Brine Tank – 24X42 – Initial Fill of 8 Bags of Solar Salt 40# | \$ | \$ |
| | | Delivered, Install Materials, Labor, Freight | \$ | \$5,019.86 |
| | | Connect to current 1-1/4" Copper | \$ | \$ |
| | | Electrical Outlet within 3 Feet of Install location | \$ | \$ |
| | | Drain will be ran to North Wall 3" PVC Drain – Standpipe will be installed for Softener System. | \$ | \$ |
| | | Limited Factory Warranty – Parts for 1 Year from Installation. Labor for First Six Months | \$ | \$ |
| Sales Tax not Included | | | Total | \$5,019.86 |

Scope of Work: Does not include chemicals, salt, or other parts or associated systems unless otherwise listed. Installation has been calculated during normal business hour; no premium time is included. If you should have any questions, please contact the person listed on this quotation.

NOTES:

Prices quoted are F.O.B point of delivery and are valid for 30 days only. Payment terms are net 30 days. Unless specified, prices quoted do not include *Sales Tax*. Please have your purchasing department refer to this quote number when supplying this office with purchase order.

Lead time is 2-4 weeks ARO from the order placement and includes shipping time.

APPENDIX TERMS AND CONDITIONS OF SALES AND SERVICE

By issuing a Purchase Order for our products and/or services, Customer agrees to abide by and accept Ultrapure & Industrial Services, LLC Terms & Conditions available at <http://ultrapure.com/terms-conditions>. No additions, conditions, amendments or modifications by the Customer will be binding, unless agreed to in writing and signed by both parties.



To: Noblesville Parks – Forest Park Golf Course
Attention: Erin Hinshaw
From: Chris Shaw
Date: 04/26/24

Dear Erin,

We appreciate the opportunity to present you this quote. Pricing and availability as follow:

| Quantity | Part Number | Description | Unit Price | Amount |
|-------------------------------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------------|
| 1 | 01023230 | HE Twin 10X54 Resin Tanks, 1.5 Cubes Resin per Tank, 1” Inlet/Outlet, Metered Regeneration, GBX Controller. 18X43 Brine Tank – Initial Fill of Solar Salt 40# - 5 Bags | \$ | \$ |
| | | Delivered, Install Materials, Labor, Freight | \$ | \$3,547.70 |
| | | | \$ | \$ |
| | | Softener will be connected to existing Copper Inlet/Outlet | \$ | \$ |
| | | Electrical within Three feet of Install Location | \$ | \$ |
| | | Drain will be ran to east end of room and connected to current Drain Line. | \$ | \$ |
| | | Limited Factory Warranty – Parts for 1 Year from Installation. Labor for First Six Months | \$ | \$ |
| Sales Tax not Included | | | Total | \$3,547.70 |

Scope of Work: Does not include chemicals, salt, or other parts or associated systems unless otherwise listed. Installation has been calculated during normal business hour; no premium time is included. If you should have any questions, please contact the person listed on this quotation.

NOTES:

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