Board of Public Works and Safety

Agenda Item

Cover Sheet

MEETING DATE: June 11, 2024

☐ Consent Agenda Item

☒ New Item for Discussion

☐ Previously Discussed Item

☐ Miscellaneous

ITEM #: 9

INITIATED BY: Kristyn Parker

☒ Information Attached

☐ Bring Paperwork from Previous Meeting

☐ Verbal

☐ No Paperwork at Time of Packets

THE CITY OF
NOBLESVILLE
EST. 1823

TO: **Board of Public Works**

FROM: **Kristyn Parker, Noblesville Utilities**

SUBJECT: **Service Agreement with Clark Dietz Inc. for LS20 Master Plan**

DATE: **5/29/24**

Noblesville Utilities is requesting Board approval of a Services Agreement with Clark Dietz, Inc. for LS20 Master Plan engineering services in the amount of $79,895.00.

LS20 has reached its capacity and runs almost continuously. This Services Agreement will

- Review the previous Master Plan created in 2018
- Develop additional feasible options for LS20
- Update 2018 cost estimates to 2024 dollars and additional feasible options cost estimates
- Calculate overall life-cycle costs
- Create a Master Plan based on all work tasks

Thank you for your consideration.

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 **Clark Dietz, Inc.** (hereinafter referred to as "Engineer"), 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 Engineer, and shall include this Services Agreement and the **Exhibit A** attached hereto, and any written supplemental agreement or modification entered into between City and Engineer, 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 Engineer. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Engineer 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 Engineer.

1.3 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Engineer or other rights or obligations of City or Engineer the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Engineer 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 ENGINEER

2.1 Engineer 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, 2024, ("Termination Date") unless terminated earlier in accordance with this Agreement.

SECTION IV. COMPENSATION

4.1 Engineer proposes to furnish Professional Services in accordance with the conditions of this Agreement necessary to complete the work as defined in **Exhibit A.** Compensation shall not exceed seventy-nine thousand eight hundred ninety-five dollars ($79,895.00).

SECTION V. GENERAL PROVISIONS

5.1 Independent Contractor. The parties agree that Engineer is an independent contractor as that term is commonly used and is not an employee of the City. As such, Engineer is solely responsible for all taxes and none shall be withheld from the sums paid to Engineer. Engineer acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Engineer has no authority, express or implied, to bind or obligate City in any way.

5.2 Subcontracting.

Approval required. The parties agree that Engineer 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, Engineer 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. Engineer 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 Engineer of any responsibility for performing under this Agreement.

5.3 Necessary Documentation. N/A

5.4 Records; Audit. Engineer shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Engineer 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 Engineer 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 Engineer, either solely or jointly with City, in the course of Engineer'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, Engineer 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, Engineer 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, Engineer shall be responsible for loss or damage to the Works while they are in Engineer's possession or control. Any

loss or damage shall be restored at Engineer'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, Engineer 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 Engineer 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 Engineer'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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer'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 Engineer 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, Engineer's compensation shall be equitably adjusted.

5.7.3 Upon receipt of notice of termination for default or for City's convenience, Engineer 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 Engineer in performing this Agreement, whether completed or in process.

5.7.4 If, after termination for Engineer's default, it is determined that Engineer 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 Engineer'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 Engineer 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 reasonable attorneys' fees and court costs and other expenses, arising out of or resulting from any negligent acts, errors, or omissions of the Work. The Engineer'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 Engineer:
Clark Dietz, Inc.
Attn: Brian Powers, P.E.
8900 Keystone Crossing, Suite 475
Indianapolis IN 46240

To City:
City of Noblesville
Attn: Jonathan Mirgeaux, P.E.
16 S. 10th Street
Noblesville, IN 46060

Courtesy Copy:
City Attorney
16 S. 10th Street
Noblesville, IN 46060

5.11 Disputes. Engineer 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 Engineer and City may otherwise agree in writing. Should Engineer fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Engineer as a result of such failure to proceed shall be borne by Engineer, and Engineer 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 Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Engineer 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 Engineer 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, Engineer certifies and warrants to City that Engineer, or a person who wholly or partially owns Engineer, 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. Engineer 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 Engineer 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 Engineer 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. Engineer 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 Engineer, or from Engineer's failure to fulfill any provisions or responsibility provided herein.

5.20 Successors and Assigns. City and Engineer 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, Engineer 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 Engineer.

5.21 Authority to Bind Engineer. Notwithstanding anything in this Agreement to the contrary, the signatory for Engineer represents that he/she has been duly authorized to execute agreements on behalf of Engineer and has obtained all necessary or applicable approval from the home office of Engineer to make this Agreement fully binding upon Engineer when his/her signature is affixed and accepted by City.

5.22 Debarment and Suspension

5.22.1 Engineer 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 Engineer.

5.22.2 Engineer 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 Engineer shall provide immediate written notice to City if, at any time after entering into this Agreement, Engineer learns that its certifications were erroneous when submitted, or Engineer 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 Engineer 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, Engineer shall enroll in and verify the work eligibility status of all newly hired employees of Engineer through the E-Verify Program ("Program"). Engineer 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 Engineer and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Engineer or its subcontractor subsequently learns is an unauthorized alien. If Engineer violates this Section 5.23, City shall require Engineer to remedy the violation not later than thirty (30) days after City notifies Engineer. If Engineer 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, Engineer shall, in addition to any other contractual remedies, be liable to City for actual damages. There is a rebuttable presumption that Engineer did not knowingly employ an unauthorized alien if Engineer verified the work eligibility status of the employee through the Program.

5.23.2 If Engineer 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 engineer.

5.23.3 Engineer shall, prior to performing any work, require each subcontractor to certify to Engineer that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Engineer shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Engineer determines that a subcontractor is in violation of this Section 5.23, Engineer 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 Engineers 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.

Clark Dietz, Inc. ("Engineer")

By: _____ Date: May 29, 2024

Printed: Kevin Hetrick

Title: Senior Vice President

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

(Engineer): __Clark Dietz, Inc._____

By (Written Signature): Kevin Hetrick

(Printed Name):_____Kevin Hetrick_____

(Title): _____Senior Vice President_____

Important - Notary Signature and Seal Required in the Space Below

STATE OF __Indiana_____

COUNTY OF __Marion_____

SS:

NOTARY PUBLIC SEAL INDIANA

POLLY MOORE
Notary Public
State of Indiana
Commission Expires 11/24/2027
Commission Number: NP0723757

Subscribed and sworn to before me this _29_ day of __May_____, 20 _24.

My commission expires: 11/24/2027 (Signed) Polly Moore

a. Residing in ___Marion_____ County, State of __Indiana_____

EXHIBIT A
SCOPE OF SERVICES
Lift Station 20 Master Plan Update
City of Noblesville, Indiana

Project Background, Understanding, and Objectives

The City of Noblesville, Indiana has requested that Clark Dietz, Inc. provide Professional Engineering Services to update 2018 master planning for the Lift Station 20 and 24 service areas. Flow from the stations currently discharges to Lift Station 19. Lift Station 20 has reached its capacity and runs nearly continuously.

Primary tasks for this Master Plan Update include a thorough review of previous master planning flow assumptions, calculations, and options; consideration of additional feasible options; determining planning-level capital and life-cycle costs for feasible options; and providing a Supplemental Master Plan report with the recommended option for design and construction.

Scope of Services

The scope will include the following tasks:

1. Project Administration and Communication

    1.1 Create Project Work Plan and conduct internal kickoff meeting to discuss
    1.2 Prepare for and conduct initial client kickoff meeting to align goals and objectives
    1.3 Prepare for and conduct meeting with planning staff regarding development
    1.4 Complete initial QA/QC review of assumptions, calculations, and approach
    1.5 Prepare for and conduct meeting to review potential additional options
    1.6 Complete QA/QC review of draft deliverable, recommendations, and completion of scope
    1.7 Prepare for and conduct meeting to present draft report
    1.8 General Project Management, including progress reports and communication

2. Review Previous Master Plan

    2.1 Determine development since 2018 and existing flows in the lift station service areas
    2.2 Update typical EDU flows for the lift station service areas
    2.3 Use current planning to update future average and peak flows for the service areas
    2.4 Analyze options from 2018 Master Plan to verify assumptions, calculations, and feasibility

3. Develop Additional Options

    3.1 Brainstorm potential additional options for consideration
    3.2 Evaluate potential additional options and determine, with Owner input, which are feasible

4. Analysis of Feasible Options

    4.1 Complete updated planning level cost estimates (2024 dollars)
    4.2 Calculate overall life-cycle costs
    4.3 Summarize non-cost factors
    4.4 Evaluate all factors to provide a recommended project plan

5. Supplemental Master Plan

5.1 Create draft Supplemental Master Plan presenting the above work tasks
5.2 Following input from Owner on draft, complete final Supplemental Master Plan
5.3 Provide deliverables in digital and hard copy format

Schedule

The following is the anticipated schedule and milestones:

Review Potential Additional Options with Owner	Within 3 months from Notice to Proceed
Present Draft Supplemental Master Plan	Within 2 months from previous milestone
Final Supplemental Master Plan	Within 2 months from previous milestone

Compensation

The total compensation will be a lump sum amount of $79,895.00. The following breakdown is included for information purposes only.

Task	Fee Amount
1. Project Administration and Communication	$15,965
2. Review Previous Master Plan	$19,600
3. Develop Additional Options	$12,500
4. Analysis of Feasible Options	$13,980
5. Supplemental Master Plan	$17,850
TOTAL	**$79,895**

Assumptions

The scope of services and compensation is based on the following assumptions. If these are not found to be applicable, Clark Dietz can provide the services for additional compensation to be negotiated if such services are needed.

1. This agreement does not include flow monitoring services. It is assumed that flow data and/or pump run time data for the Lift Station 20 and 24 service areas will be provided by the Owner.

2. Historical development information, particularly since the previous Lift Station 20 and 24 service areas master plan completion in 2018, and full build-out planning assumptions for the service areas, will be provided to Clark Dietz by the Owner.

3. Current GIS data of the Lift Station 20 and 24 service areas will be provided by the Owner.

4. Design services are not included in this scope but are intended to be added in a future amendment.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/6/2024

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
Holmes Murphy & Associates
2727 Grand Prairie Parkway
Waukee IA 50263

CONTACT NAME: Audrey McNeil
PHONE (A/C, No, Ext): 309-282-3907 **FAX (A/C, No):**
E-MAIL ADDRESS: amcneill@holmesmurphy.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Twin City Fire Insurance Co	29459
INSURER B : Hartford Accident and Indemnity Company	22357
INSURER C : Sentinel Insurance Company Ltd	11000
INSURER D : XL Specialty Insurance	37885
INSURER E :	
INSURER F :	

INSURED CLADIEPC
Clark Dietz, Inc.
125 West Church Street
Champaign IL 61820

COVERAGES **CERTIFICATE NUMBER:** 1836828146 **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	X **COMMERCIAL GENERAL LIABILITY**			84SBWAC5926	11/1/2023	11/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	**AUTOMOBILE LIABILITY**			84UEGZV4783	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X **UMBRELLA LIAB** X OCCUR			84SBWAC5926	11/1/2023	11/1/2024	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		84WEGAJ1H5Z	11/1/2023	11/1/2024	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liability (Claims-Made Policy)			DPR5020366	11/1/2023	11/1/2024	Per Claim Aggregate	5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project Reference: LS 20 Master Plan Update
Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: Certificate Holder, Project Owner and Others as required by written contract.

CERTIFICATE HOLDER

City of Noblesville
197 Washington Street
Noblesville IN 46060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Kari Cooley

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