

TO: Board of Public Works
FROM: Kristyn Parker, Utilities Project Coordinator
SUBJECT: Services Agreement with Sub-Surface of Indiana, Inc.
DATE: March 25, 2025

Utilities is requesting Board approval of a Services Agreement with Sub-Surface of Indiana for the Lift Station 2 Interceptor project. This project will be placing a parallel 48" interceptor that will convey sewage from the east side of Noblesville to Lift Station 2 increasing capacity.

Bids were opened at the March 11th Board of Works meeting. Five bids were received:

- Atlas Excavating \$2,363,960.00
- Brackney Inc. \$2,218,490.00
- Fox Contractors Corp. \$2,668,558.00
- SLB Pipe Solutions \$2,449,040.00
- Sub-Surface of Indiana \$1,810,740.00

Sub-Surface of Indiana had the lowest most responsive and responsible bid at \$1,810,740.00. Our contract engineers discussed the project with Sub-Surface of Indiana after the bid opening to verify they incorporated all aspects of the project into their bid and they were satisfied with the bid offering.

Utilities recommends approval of the Services Agreement with Sub-Surface of Indiana.



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 **Sub-Surface of Indiana, Inc.**, 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 December 31st, 2026, (“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 One Million Eight Hundred Ten Thousand Seven Hundred Forty Dollars (\$1,810,740.00).

- 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.

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:
Sub-Surface of Indiana, Inc.
Attn: Ryan Decker
7225 W 700 S
Morgantown, IN 46160

To City:
Noblesville Utilities
Attn: Jonathan Mirgeaux
197 S Washington St.
Noblesville, IN 46060

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

- 5.11 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.
- 5.12 Non-discrimination. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or

transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

5.13 Conflict of Interest.

5.13.1 Contractor certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.

5.13.2 For purposes of compliance with IC 36-1-21, Contractor certifies and warrants to City that Contractor, or a person who wholly or partially owns Contractor, is not a relative, as that term is defined by IC 36-1-21-3, of an elected official of Noblesville, Indiana.

5.14 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.15 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

5.16 Applicable Laws; Forum.

5.16.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Contractor to determine whether the provisions of the Agreement require formal modification.

5.16.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the City of

Noblesville, County of Hamilton. Suit, if any, shall be brought in the State of Indiana, County of Hamilton.

- 5.17 Waiver. City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies.
- 5.18 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.19 Attorneys' Fees. Contractor shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.
- 5.20 Successors and Assigns. City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City or the Contractor.
- 5.21 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by City.
- 5.22 Debarment and Suspension
- 5.22.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.
- 5.22.2 Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.
- 5.22.3 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of

intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

5.22.4 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.

5.23 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

5.23.1 Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 5.23, City shall require Contractor to remedy the violation not later than thirty (30) days after City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, City shall terminate the contract for breach of contract. If City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.

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

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

5.23.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Contractor's enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

Sub-Surface of Indiana, Inc. ("Contractor")

By: Ry Decker

Date: March 17th, 2025

Printed: Ryan Decker

Title: Estimator/Project Manager

Approved by the Board of Public Works and Safety of the City of Noblesville this 25th
day of March 2025.



JACK MARTIN, PRESIDENT

JOHN DITSLEAR, MEMBER



LAURIE DYER, MEMBER

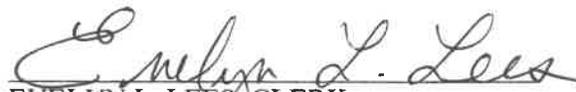


ROBERT J. ELMER, MEMBER



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): Sub-Surface of Indiana, Inc.

By (Written Signature): *Ry Decker*

(Printed Name): Ryan Decker

(Title): Estimator/Project Manager

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana

SS:

COUNTY OF Johnson

Subscribed and sworn to before me this 17th day of March,
20 25.

My commission expires: January 3rd, 2032 (Signed) *Patricia A. Hall*

a. Residing in Brown County, State of Indiana



EXCESS (FOLLOWING FORM) LIABILITY INSURANCE

THIS POLICY PROVIDES FOLLOWING FORM COVERAGE AND WILL BE CLAIMS-MADE WHEN FOLLOWING CLAIMS-MADE "CONTROLLING UNDERLYING INSURANCE". PLEASE READ THE ENTIRE FORM CAREFULLY.

Various provisions in this insurance restrict coverage. Read the entire contract carefully to determine rights, duties and what is and is not covered.

Throughout this insurance the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – EXCESS (FOLLOWING FORM) LIABILITY COVERAGE

1. INSURING AGREEMENT

- a. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which this insurance applies, provided that the "controlling underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", this insurance does not apply to damages that are in excess of that sublimit unless such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance or the Schedule Of Controlling Underlying Insurance in the Declarations.
- b. This insurance is subject to:
 - (1) The same terms, conditions, agreements, exclusions and definitions as the "controlling underlying insurance", except with respect to any provisions to the contrary contained in this insurance; and
 - (2) Any additional exclusions not contained in the "controlling underlying insurance" that are contained in any other "underlying insurance".
- c. For the purposes of Paragraph a. above, the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance or the Schedule Of Controlling Underlying Insurance in the Declarations can only be reduced or exhausted by the following payments:
 - (1) Payments of judgments or settlements for damages that are covered by such "un-

derlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess (Following Form) Liability Insurance Policy, none of such payments can be for damages that would not be covered by this Excess (Following Form) Liability Insurance Policy because of its different policy period; or

- (2) "Medical expenses" incurred for bodily injury caused by an accident that takes place during the policy period of this Excess (Following Form) Liability Insurance Policy.

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance or the Schedule Of Controlling Underlying Insurance in the Declarations are reduced or exhausted by other payments, this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been reduced or exhausted by such other payments.

2. DEFENSE OF CLAIMS OR SUITS

- a. We will have no duty to defend any claim or "suit" regardless of whether the claim or "suit" is for damages to which this insurance applies.
- b. We will have the right but not the duty to associate in the investigation, settlement or defense of any claims or "suits" for damages to which this insurance is likely to apply.
- c. We may investigate and settle any claim or "suit" at our discretion.

EXCESS (FOLLOWING FORM)

d. We will pay, with respect to any claim or "suit" for which we associate in the defense of the claim or "suit" or for which we pay our part of a judgment:

- (1) All expenses we incur.
- (2) The cost of appeal bonds and bonds to release attachments, but only for bond amounts within the "applicable limit of insurance". We do not have to furnish these bonds.
- (3) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the "applicable limit of insurance", we will not pay any prejudgment interest based on that period of time after the offer.

These payments will not reduce the "applicable limit of insurance".

3. EXCLUSIONS

In addition to the exclusions contained in any "underlying insurance", the following exclusions apply to this insurance:

a. Asbestos

- (1) Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.
- (2) Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that is part of any claim or "suit" which also alleges any damages described in Paragraph (1) of this exclusion.
- (3) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
 - (b) Claim or "suit" by or on behalf of a governmental authority because of

testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

b. Employment-Related Practices

Damages because of injury to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraph (1) (a), (b) or (c) of this exclusion.

This exclusion applies:

- (1) Whether the insured may be held liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

c. ERISA, COBRA and Similar Laws

Any obligation of the insured under:

- (1) The Employees Retirement Income Security Act Of 1974 (ERISA);
 - (2) The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA); or
 - (3) Any similar common or statutory law of any jurisdiction;
- including any amendments to such laws.

d. War

Damages arising out of:

- (1) War, including undeclared or civil war; or

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

SECTION II- WHO IS AN INSURED

Any person or organization qualifying as an insured under the "controlling underlying insurance" is an insured under this policy.

If you have agreed to provide insurance for that person or organization in a written contract or agreement:

1. The limits of insurance afforded to such person or organization will be:
 - a. The amount by which the minimum limits of insurance you agreed to provide such person or organization in such written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or
 - b. The Limits of Insurance of this policy shown in the Declarations;
 whichever is less; and
2. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in such written contract or agreement are wholly within the total limits of insurance of all applicable "underlying insurance".

SECTION III- LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for all damages covered under this policy, except:
 - a. Damages because of injury or damage included in the "auto hazard"; or
 - b. Damages because of injury or damage for which insurance is provided under any Aircraft Liability coverage included as "controlling underlying insurance" to which no aggregate limit applies.

If a policy of "underlying insurance" that is immediately underlying this policy applies a separate products-completed operations aggregate limit in that same policy, a separate Aggregate Limit will apply to all damages covered under this policy that would have been subject to such products-completed operations aggregate limit in that policy of "underlying insurance".

3. Subject to Paragraph 2. above, the Occurrence Limit is the most we will pay for all damages covered under this policy arising out of any one "event" to which the applicable "controlling underlying insurance" applies a limit of insurance that is separate from the aggregate limit of insurance under that insurance.
4. The limits of this insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months. The policy period begins with the effective date shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period.

SECTION IV – CONDITIONS

1. APPEALS

- a. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit", we may do so.
- b. If we appeal such a judgment, we will pay all costs of the appeal. These sums are in addition to the "applicable limit of insurance". In no event will our liability exceed the "applicable limit of insurance".

2. BANKRUPTCY

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.

In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" not become bankrupt or insolvent.

3. CANCELLATION

- a. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.

EXCESS (FOLLOWING FORM)

b. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.

d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

e. If this insurance is cancelled, we will send such first Named Insured any premium refund due. The refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.

f. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this insurance.

5. DUTIES REGARDING AN EVENT, CLAIM OR SUIT

a. You must see to it that we are notified promptly of an "event" which may result in a claim under this insurance. Notice should include:

- (1) How, when and where the "event" took place; and
- (2) The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses.

b. If a claim is made or "suit" is brought against any insured which may result in a claim against this insurance, you must see to it that we receive prompt written notice of the claim or "suit".

c. The insured must:

- (1) Cooperate with the "underlying insurers";

- (2) Comply with the terms of the "controlling underlying insurance"; and

- (3) Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under this policy or any policy of "underlying insurance".

d. If we associate in the investigation, settlement or defense of any claim or "suit", the insured must cooperate with us.

6. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this insurance:

- a. At any time during the policy period;
- b. Up to three years after the end of the policy period; and
- c. Within one year after final settlement of all claims under this insurance.

7. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

- a. Make inspections and surveys at any time;
- b. Give you reports on the conditions we find; and
- c. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

8. LEGAL ACTION AGAINST US

No person or organization has a right under this insurance:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this insurance unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

- a. Are not payable under the terms of this insurance; or
- b. Are in excess of the "applicable limit of insurance".

An agreed settlement means a settlement and release of liability signed by us, by the insured and by the claimant or the claimant's legal representative.

9. MAINTENANCE OF UNDERLYING INSURANCE

The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess (Following Form) Liability Insurance Policy. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in paragraph 1.c. of Section I – Excess Liability Coverage. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

The first Named Insured shown in the Declarations must give us a written notice of any change in the "underlying insurance" as respects:

- a. Coverage;
- b. Limits of insurance;
- c. Termination of any coverage; or
- d. Exhaustion of aggregate limits.

If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of your "underlying insurance", this insurance is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

10. OTHER INSURANCE

This insurance is excess over any valid and collectible other insurance whether such other insurance is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance or as quota share with this insurance.

As used anywhere in this policy, other insurance:

- a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:
 - (1) Another insurance company;

- (2) Us or any of our affiliated insurance companies;
- (3) Any risk retention group;
- (4) Any self-insurance method or program, including any failure to buy insurance, or decision to not buy insurance, for any reason, in which case the insured will be deemed to be the provider of other insurance; or
- (5) Any similar risk transfer or risk management method.

- b. Does not include any "underlying insurance".

11. OUR RIGHT TO RECOVER FROM OTHERS

If we make a payment under this insurance, the insured will assist us and the "underlying insurer" in recovering what we paid by using the insured's rights of recovery. Reimbursement will be made in the following order:

- a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance";
- b. Next, to us; and
- c. Then, to any person or organization (including the insured and the "underlying insurer") that is entitled to claim the remainder, if any.

Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

12. PREMIUM

- a. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
- b. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph d. below.
- c. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
- d. Additional premium may become payable when coverage is provided for additional insureds under the provisions of Section II – Who Is An Insured.

13. PREMIUM AUDIT

If this policy is auditable:

- a. The first Named Insured shown in the Declarations must keep records of the information we need for premium computation, and send us copies at such times as we may request.
- b. At the close of each audit period, we will compute the earned premium for that period.
- c. Audit premiums are due and payable on notice to such first Named Insured.
- d. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to such first Named Insured, subject to the Minimum Premium.

14. REPRESENTATIONS

By accepting this insurance, you agree:

- a. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this insurance in reliance upon your representations.

15. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

16. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

17. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

- a. The insured's liability is established by:
 - (1) A court decision; or
 - (2) A written agreement between the claimant, the insured, any "underlying insurer" and us; and
- b. The amount of the "applicable underlying limit" is paid by or on behalf of the insured.

18. WHEN WE ARE PROHIBITED FROM PAYING DAMAGES ON BEHALF OF AN INSURED

If the laws or regulations of a country or jurisdiction prohibit us from paying, on behalf of an insured, amounts that the insured is legally obligated to pay as damages to which this insurance applies, the insured may pay such damages with our consent.

If the insured gives us proof of such payments, we will repay the insured for such damages. But we will only repay the insured for such damages until we have used up the "applicable limit of insurance" in the payment of judgments or settlements.

19. WHEN WE ARE PROHIBITED FROM PAYING OTHER EXPENSES ON BEHALF OF AN INSURED

If the laws or regulations of a country or jurisdiction prohibit us from paying expenses described in Paragraph 2.d. of Section I – Excess Liability Coverage on behalf of an insured, we will repay the insured for such expenses that the insured incurs with our consent.

20. CURRENCY

Payments for damages or expenses described in Paragraph 2.d. of Section I – Excess Liability Coverage will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately proceeding the date the payment is processed.

SECTION V – DEFINITIONS

1. "Applicable limit of insurance" means the maximum amount we will pay as damages in accordance with Section III – Limits Of Insurance.
2. "Applicable underlying limit" means the sum of:
 - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance or the Schedule Of Controlling Underlying Insurance in the Declarations less the amount by which

that limit has been reduced solely by payments as permitted in paragraph 1.c. of Section I – Excess Liability Coverage; and

- b. The applicable limit of insurance of any other insurance that applies.

The limits of insurance in any policy of "underlying insurance" will apply even if:

- a. The "underlying insurer" claims the insured failed to comply with any condition of the policy; or
 - b. The "underlying insurer" becomes bankrupt or insolvent.
3. "Auto hazard" means all bodily injury and property damage for which liability insurance is afforded under the terms, other than limits of insurance, of the auto policy of "controlling underlying insurance".
 4. "Controlling underlying insurance":
 - a. Means the policy or policies of insurance listed in the Schedule Of Controlling Underlying Insurance in the Declarations.
 - b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess (Following Form) Liability Insurance Policy.
 - c. Does not include any part of the policy period of any of the policies described in Paragraphs a. or b. above that began before, or that continues after, the policy period of this Excess (Following Form) Liability Insurance Policy.
 5. "Event" means an occurrence, offense, accident, act, error or omission or other unit.
 6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.
 7. "Suit" means a civil proceeding. "Suit" includes:
 - a. An arbitration proceeding which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding to which the insured submits with our consent.
 8. "Underlying insurance":
 - a. Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance or the Schedule Of Controlling Underlying Insurance in the Declarations.
 - b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess (Following Form) Liability Insurance Policy.
 - c. Does not include any part of the policy period of any of the policies described in Paragraphs a. or b. above that began before, or that continues after, the policy period of this Excess (Following Form) Liability Insurance Policy.
 9. "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance or the Schedule Of Controlling Underlying Insurance in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY NON-CONTRIBUTORY COVERAGE WHEN REQUIRED BY WRITTEN AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

With respect to any additional insured coverage provided under this policy, or by any endorsement to this policy, **SECTION IV – CONDITIONS**, paragraph 5. **Other Insurance** is deleted and replaced by the following:

5. Other Insurance

- a. Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- (1) Primary;
- (2) Excess;
- (3) Contingent; or
- (4) On any other basis.

In addition, this insurance is excess over any self-insured retentions, deductibles, or captive retentions payable by the additional insured or payable by any person or organization whose coverage is available to the additional insured.

However, if a "written agreement" requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative only to the other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance. For any other insurance available to the additional insured where that person or organization is not a Named Insured, this policy will share coverage with that other insurance based on the terms specified in Paragraph b. Method of Sharing below.

b. Method of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this method, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

For the purposes of the coverage provided by this endorsement, a "written agreement" means a written contract or written agreement that:

1. requires you to include a person or organization as an additional insured for a period of time during the policy period; and
2. is executed prior to the occurrence of "bodily injury", "property damage", or "personal and advertising injury" that forms the basis for a claim under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTOR'S BLANKET FLEX ADDITIONAL INSURED
ENDORSEMENT – FORM A**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

| | | |
|--|--|--|
| Policy Number CPP20855251201 | Agency Number 0635823 | Policy Effective Date 01/01/2025 |
| Policy Expiration Date 01/01/2026 | Date 01/12/2025 | Account Number 20056790 |
| Named Insured SUB-SURFACE OF INDIANA INC | Agency HOUCHENS INSURANCE GROUP / LEXINGTON | Issuing Company AMERISURE INSURANCE COMPANY |

A. SECTION II - WHO IS AN INSURED is amended to add as an additional insured:

1. Any person or organization with whom you have agreed in a "written agreement" that such person or organization be added as an additional insured on this policy, and any other person or organization you are required to add as an additional insured under such "written agreement".
2. If "your work" began under a written letter of intent or written work order, any person or organization who issued the written letter of intent or written work order, but:
 - a. such coverage will apply only for 30 calendar days following the date the written letter of intent or written work order was issued; and
 - b. the person or organization is an additional insured only for, and to the extent of, liability arising out of "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your negligent acts or omissions, or the negligent acts or omissions of others working on your behalf, in the performance of your work as specified in the written letter of intent or written work order. This coverage does not apply to liability arising out of the independent acts or omissions of the additional insured.

For the purposes of the coverage provided by this endorsement, a "written agreement" means a written contract or written agreement that:

1. requires you to include a person or organization as an additional insured for a period of time during the policy period; and
2. is executed prior to the occurrence of "bodily injury", "property damage", or "personal and advertising injury" that forms the basis for a claim under this policy.

The insurance provided by this endorsement does not apply to any person or organization that is specifically listed as an additional insured on another endorsement attached to this policy.

B. The coverage provided to any person or organization added as an additional insured pursuant to Paragraph **A.1** is limited as follows:

1. If the "written agreement" specifically and exclusively requires you to name the person or organization as an additional insured using the ISO CG 20 10 endorsement with edition dates of 11 85 or 10 01, or the ISO CG 20 37 10 01 endorsement, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" for that insured by or for you.
2. If the "written agreement" requires you to name the person or organization as an additional insured using the ISO CG 20 10 and or CG 20 37 endorsements without specifically and exclusively requiring the 11 85 or 10 01 edition dates, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.
3. If the "written agreement" requires you to name the person or organization as an additional insured for operations arising out of your work and does not specify an ISO additional insured endorsement, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of your acts or omissions, or the acts or omissions of others working on your behalf, in the performance of your work as specified in the "written agreement". This coverage does not apply to liability arising out of the sole negligence of the additional insured unless specifically required in the "written agreement".
4. If none of the above paragraphs apply, then the person or organization is an additional insured only for, and to the extent of, liability arising out of "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your negligent acts or omissions, or the negligent acts or omissions of others working on your behalf, in the performance of your work as specified in the "written agreement". This coverage does not apply to liability arising out of the independent acts or omissions of the additional insured.

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

C. The insurance provided to an additional insured under this endorsement does not apply to:

1. "Bodily injury" or "property damage" included in the "products-completed operations hazard" unless the "written agreement" specifically requires such coverage (including by specifically requiring the CG 20 10 11 85). To the extent the "written agreement" requires such coverage for a specified amount of time, the coverage provided by this endorsement is limited to the amount of time required for such coverage by the "written agreement".
2. "Bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:
 - a. The preparing, approving, or failing to prepare or approve:
 - (1) Maps;
 - (2) Drawings;
 - (3) Opinions;
 - (4) Reports;
 - (5) Surveys;
 - (6) Change orders;

(7) Design specifications; and

b. Supervisory, inspection, or engineering services.

D. The limits of insurance that apply to the additional insured are the least of those specified in the "written agreement" or declarations of this policy.

Coverage provided by this endorsement for any additional insured shall not increase the applicable Limits of Insurance shown in the Declarations. The limits of insurance that apply to the additional insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

E. With respect to the coverage provided by this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance** is deleted and replaced with the following:

4. Other Insurance.

a. Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- (1) Primary;
- (2) Excess;
- (3) Contingent; or
- (4) On any other basis.

In addition, this insurance is excess over any self-insured retentions, deductibles, or captive retentions payable by the additional insured or payable by any person or organization whose coverage is available to the additional insured.

However, if the "written agreement" requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative only to the other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance. For any other insurance available to the additional insured where that person or organization is not a Named Insured, this policy will share coverage with that other insurance based on the terms specified in Paragraph b. Method of Sharing below.

b. Method of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this method, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**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. 250130

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

SHIP TO:

TO
**VENDOR # 35
SUB-SURFACE OF INDIANA, INC
7225 W 700 S
MORGANTOWN IN 46160**

ATTN:

| | | | | | | |
|---------------------------------|---------------------------------|--------------------------|---|------------------|-------------------|---------------|
| DATE 03/14/2025 | DEPARTMENT UTIL/SEWER | SHIP TO ARRIVE BY | | | | |
| APPROPRIATION NUMBER | QUANTITY | UNIT | DESCRIPTION | PROJECT # | UNIT PRICE | AMOUNT |
| 352033423.100 | 1.0 | | LS 2 INTERCEPTOR PROJECT - CONSTRUCTION | 030.2002 | 1810740.00 | 1810740.00 |

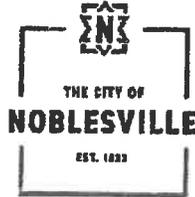
| | |
|-----------------|----------------------------|
| SHIP VIA | TOTAL 1810740.00 |
|-----------------|----------------------------|

- 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 98, 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 _____

ORIGINAL - VENDOR'S COPY



FINANCE & ACCOUNTING

Funding Verification/Encumbrance Request Form

Date to be submitted to BoW/Park Board: 3/25/25 (put N/A if not submitting to BoW/Park Board)

Vendor name: Sub-Surface of Indiana, Inc. 35

Vendor Address: 7225 W 700 S, Morgantown, IN 46160

Brief description of purchase: LS 2 Interceptor Project - construction

Source of Funding:

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

| | |
|--------------------------------|-------------------------|
| Fund # | 352 |
| Department # | 033 |
| Project # (NA if no project #) | 030.2002 |
| | Expense Object # Amount |
| #1 | 423.100 \$ 1,810,740.00 |
| #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
(Signature)

Jonathan Mirgeaux
(Printed Name)

3/14/25
(Date)

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

FOR OFFICE OF FINANCE AND ACCOUNTING USE ONLY

OFA Action Taken

- Purchase Order Created
- Reviewed Availability of funds (Contract/Purchase of over \$50k or paid with debt proceeds only)
OFA Signature Caitlin Kesner
- No Action Taken (Department should still include this form in purchase/contract approval submission)

PO # (if applicable): 250130

Comments: _____

Initials: AK

Date: 3/14/25