



# Board of Public Works and Safety

## Agenda Item

### Cover Sheet

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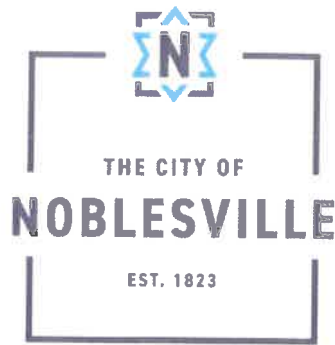
**MEETING DATE:** May 13, 2025

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

**ITEM #:** 8

**INITIATED BY:** David Dale

- ☒ Information Attached
- ☐ Verbal
- ☐ No Paperwork at Time of Packets



**TO:** Noblesville Board of Public Works and Safety  
**FROM:** David Dale – Facilities Manager  
**SUBJECT:** Request for Approval – Flooring Replacement in Visitor Center Public Restrooms  
**DATE:** April 28, 2025

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The Maintenance Department is requesting approval to enter into an agreement with Terstep Construction for the replacement of flooring in the Visitor Center public restrooms.

This project is necessary due to a sewer backup that damaged the subfloor beneath the tile. The repair is being processed as an insurance claim, and the Terstep Construction proposal was approved by the insurance provider.

Given the heavy usage of these restrooms, floor tile is not a suitable flooring option. Instead, we will install an epoxy floor system, which is more durable, moisture-resistant, and provide better protection to the subfloor and basement from potential water intrusion.

The total cost of the proposal from Terstep is **\$43,000**.

Scope of Work Includes:

- Removal of all restroom fixtures and partitions
- Removal of existing tile and damaged subfloor
- Disposal of all debris and damaged materials
- Installation of new subfloor
- Installation of an epoxy floor system
- Repair and paint walls as needed
- Reinstallation of all fixtures and partitions



If you have any questions or concerns, please reach out to David Dale.

Thank you

**David Dale**  
**Facilities Manager**



## 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 Terstep Co. 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 at project completion (December 1<sup>st</sup>, 2027) 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 forty three thousand and four hundred dollars (\$43,400.00).

## SECTION V. GENERAL PROVISIONS

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

parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor's possession or control. Any loss or damage shall be restored at Contractor's expense. City shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

5.6 Insurance.

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

A. Commercial General Liability

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

B. Auto Liability

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

C. Workers Compensation and Employer's Liability

As required by Indiana law.

D. Professional/Errors & Omissions Liability

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

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

5.7 Termination for Cause or Convenience.

5.7.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor's default.

5.7.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Contractor's compensation shall be equitably adjusted.

5.7.3 Upon receipt of notice of termination for default or for City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.

5.7.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 5.7.1 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

5.8 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

5.9 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its board, agents and employees of any of them ("Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees and court costs and other expenses, arising out of or resulting from any negligent acts, errors, or omissions of the Work. The Contractor's indemnification under this Section shall survive both final payment and the termination of this Agreement.

5.10 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To Contractor:  
Terstep Co Inc.  
Attn: Brad Woolen  
9292 East 131<sup>st</sup> Street  
Fishers, IN 46038

To City:  
City of Noblesville  
Attn: David Dale  
16 S. 10th Street  
Noblesville, IN 46060

Courtesy Copy:  
City Attorney  
16 S. 10<sup>th</sup> Street  
Noblesville, IN 46060

5.11 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.

5.12 Non-discrimination. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

5.13 Conflict of Interest.

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



- 5.13.2 For purposes of compliance with IC 36-1-21, Contractor certifies and warrants to City that Contractor, or a person who wholly or partially owns Contractor, is not a relative, as that term is defined by IC 36-1-21-3, of an elected official of Noblesville, Indiana.
- 5.14 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 5.15 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
- 5.16 Applicable Laws; Forum.
- 5.16.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Contractor to determine whether the provisions of the Agreement require formal modification.
- 5.16.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the City of Noblesville, County of Hamilton. Suit, if any, shall be brought in the State of Indiana, County of Hamilton.
- 5.17 Waiver City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies.
- 5.18 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
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- 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.

Terstep Co. Inc. ("Contractor")

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

Date: 5-6-25

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

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

City of Noblesville

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

Date: 05/02/2025

Printed: David Dale

Title: Facilities Manager

#### **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): TERSTEF Co  
By (Written Signature): [Signature]  
(Printed Name): BRAD WOMEN  
(Title): ESTIMATOR/PROJECT MANAGER

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana  
COUNTY OF Hamilton

SS:

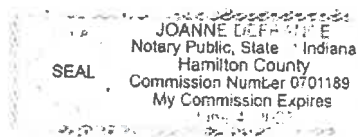
Subscribed and sworn to before me this 6<sup>th</sup> day of May, 2020.

My commission expires: 6/4/20

(Signed) Jo Anne Whitacre

a. Residing in Hamilton

County, State of Indiana



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

April 7, 2025

Noblesville Public Restroom Reno  
Facility Management  
Attn: David Dale

Terstep Co. would like to provide the City of Noblesville with the following quote for the public restroom's renovations project needed because of water damage.

Total cost for labor & materials is – (\$43,400 - forty-three thousand, four hundred dollars).  
Approximate duration to complete: 4-5 weeks.

Scope description:

- (1) Remove all toilet partitions, cover all existing toilets & urinals during construction.
- (2) Demo & remove the existing ceramic floors that have experienced flooding in the men's & women's restrooms on the 1<sup>st</sup> floor, along with the hall corridor leading to both. Approximately 600' sq ft floor tile demolition, along with the underlayment applied over the original floor to eliminate existing moisture remaining under the tile.
- (3) A new base of 3/4" marine plywood will be applied to the original building floor system (pending it is found to be in sound condition?) Joints will be filled and prepped to apply new non-slip epoxy floor coating with integrated cove base ran up existing tile wall base. PVA Flake system to match existing building with clear topcoat. Comes with 2 yr limited warranty.
- (4) Patch/repair damage done to walls & ceilings. Paint owners color choice with Sherwin Williams paint products.
- (5) Reinstall toilet partitions & cut existing doors to height if necessary.

Exclusions:

No plumbing/electrical/HVAC work is included in this scope.  
Work will be performed during normal hours from 7am to 3:30pm.  
No wall or base tile removal in scope.  
The owner is responsible for securing space during non-working hours to prevent damage.  
No additional work to restroom partitions, paint touch-up etc.  
Any unforeseen conditions that require additional cost to correct.

Questions or concerns feel free to contact me at (317) 590-7384 or (bradw@terstep.com)

## David Dale

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**From:** Okerson, Ryan <Ryan.Okerson@Chubb.com>  
**Sent:** Tuesday, April 22, 2025 8:55 PM  
**To:** David Dale; Tristy Wheeler  
**Cc:** US Property Claims; Christine Washington  
**Subject:** RE: Chubb Claim # 092025022653 (839 Conner St.) Federal Insurance Company - Payment Information  
**Attachments:** City of Noblesville 092025022653 - Chubb Statement of Loss (SOL) 4-22-2025.pdf

EXTERNAL EMAIL - This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Hello David and Tristy,

It is Chubb's pleasure to present our written claim settlement for the above referenced claim. As discussed, Chubb is settling your claim as outlined below and in the attached Statement of Loss (SOL) document attached. After application of the \$25,000 deductible, I have processed a check in the amount of \$30,424.05.

The check is made payable to: City of Noblesville;

This check is mailed to: 16 S. 10<sup>th</sup> Street - Noblesville, IN 46060, Attn: David Dale, and should arrive within 6-8 business days.

**Claim Summary:**

Indiana Restoration Services (Mitigation & Drying): \$12,024.05

Terstep Company Contracting (Repair estimate): \$43,400.00

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Damages total: \$55,424.05

Less Deductible: (\$25,000.00)

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|                |             |
|----------------|-------------|
| Claim payment: | \$30,424.05 |
|----------------|-------------|

We would like you to know that acceptance of this payment is not a release, nor a waiver of any of your rights under the policy. Your claim can be re-evaluated and/or re-opened if appropriate. By accepting payment, you are not waiving your rights to present claims for additional damages or pricing concerns related to this loss. Should there be any discrepancy with your contractor, please contact me as soon as possible for consideration of additional items beyond the scope of the agreed estimate.

For your protection, state law require that we inform you of the following: Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

We strive to provide exceptional claims service that live up to our high standards with every claim, every day. You will receive a survey asking for your opinion of your claims experience. Your feedback is extremely important to us, and we would like to hear from you.

It has been a pleasure assisting you with your claim - please let me know if you have any questions or if I may be of further assistance at this time.



Sincerely,



**Ryan Okerson**

Claim Director, Chubb North American Claims  
Florida License # W688208

Chubb  
PO Box 716  
Portland, ME 04104

Ph: 317-746-0103  
Email: [ryan.okerson@chubb.com](mailto:ryan.okerson@chubb.com)

I strive to take care of all issues and questions with you. If you need to speak to my manager, Brad Waddell, you can reach him at 256-214-4400 or via email at [bradlee.waddell@chubb.com](mailto:bradlee.waddell@chubb.com).



## Proud To Claim Chubb

**From:** Okerson, Ryan

**Sent:** Monday, March 24, 2025 2:45 PM

**To:** David Dale <ddale@noblesville.in.gov>; Tristy Wheeler <twheeler@noblesville.in.gov>

**Cc:** US Property Claims <uspropertyclaims@Chubb.com>; Christine Washington <christine.washington@us.davies-group.com>

**Subject:** Chubb Claim # 092025022653 (839 Conner St.) Federal Insurance Company

Hello David,

Thank you for your time on the phone on Friday and for sending in the requested claim information. As discussed, I will be your adjuster and main point of contact at Chubb, and look forward to assisting you throughout the claims process. My direct cell # is 317-746-0103 and my email is [ryan.okerson@chubb.com](mailto:ryan.okerson@chubb.com).

**As a follow up to our discussion, please take note of the following and forward the requested information:**

- Lew's Plumbing invoice to clear the sewer line
- I got the email with the photo folder link, but when I click on the link, I am not granted access because it's saying the email was not sent directly to me. Can you try sending the folder link directly to me instead of a forwarded email.
- Email trial with Christine Washington – **Received successfully**
- Indiana Restoration Service (Mitigation & drying estimate) – **Received successfully**

**INSPECTION:** I'll see you this Wednesday March 26, 2025 at 9:00a. I'll give you a call ahead on your cell.

Best,



**Ryan Okerson**  
Claim Director, Chubb North American Claims  
Florida License # W688208

Chubb  
PO Box 716  
Portland, ME 04104

Ph: 317-746-0103  
Email: [ryan.okerson@chubb.com](mailto:ryan.okerson@chubb.com)

I strive to take care of all issues and questions with you. If you need to speak to my manager, Brad Waddell, you can reach him at 256-214-4400 or via email at [bradlee.waddell@chubb.com](mailto:bradlee.waddell@chubb.com).



## Proud To Claim Chubb

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| CHUBB Statement of Loss Summary Sheet |  | Writing Company           |
|---------------------------------------|--|---------------------------|
| Insured Name                          | City Of Noblesville                      | Federal Insurance Company |
| Date of Loss                          | 01/30/2025                               |                           |
| Location                              | 839 Conner Street, Noblesville, IN 46060 |                           |
| Policy Number                         | 000036057179                             |                           |
| Claim Number                          | 092025022653                             |                           |
| Date Created                          | 04/22/2025                               |                           |

| Totals        | \$ 55,424.05           | \$ 30,424.05      | \$ -        | \$ 30,424.05    |          |
|---------------|------------------------|-------------------|-------------|-----------------|----------|
| Coverage Line | Replacement Cost Value | Actual Cash Value | Paid Amount | Current Payment | Comments |
| Building      | \$ 49,250.84           | \$ 49,250.84      | \$ -        | \$ 49,250.84    |          |
| Debris        | \$ 6,173.21            | \$ 6,173.21       | \$ -        | \$ 6,173.21     |          |
| DEDUCTIBLE    |                        | \$ (25,000.00)    |             | \$ (25,000.00)  |          |

[illegible][illegible]

### Debris Details

[illegible]



TERSCOM-01

GANDRICK

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Gregory & Appel Insurance  
433 N Capitol Ave Suite 400  
Indianapolis, IN 46204

CONTACT NAME: Isabel Lytle  
PHONE (A/C, No, Ext): (317) 352-3391  
FAX (A/C, No):  
E-MAIL: ilittle@gregoryappel.com  
FEDREG# S:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED

Terstep Company, Inc. II  
9292 East 131st Street  
Fishers, IN 46038

INSURER A : Cincinnati Insurance Company

10677

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE   | ADDITIONAL INSURER | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|--------------------|---------------|-------------------------|-------------------------|--|
| A X      | COMMERCIAL GENERAL LIABILITY  |                    |               |                         |                         |  |
|          | CLAIMS-MADE X OCCUR   | X X                | EPP0727355    | 10/1/2024               | 10/1/2025               | EACH OCCURRENCE \$ 1,000,000                         |
|          |   |                    |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 |
|          |   |                    |               |                         |                         | MED EXP (Any one person) \$ 10,000                   |
|          |   |                    |               |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000                   |
|          |   |                    |               |                         |                         | GENERAL AGGREGATE \$ 2,000,000                       |
|          |   |                    |               |                         |                         | PRODUCTS - COMPROP AGG \$ 2,000,000                  |
|          |   |                    |               |                         |                         | EMPLOYEE BENEFIT \$ 3,000,000                        |
|          | GENL AGGREGATE LIMIT APPLIES PER:   |                    |               |                         |                         |  |
|          | POLICY X PRO  |                    |               |                         |                         |  |
|          | JECT  |                    |               |                         |                         |  |
|          | LOC   |                    |               |                         |                         |  |
|          | OTHER   |                    |               |                         |                         |  |
| A        | AUTOMOBILE LIABILITY  |                    |               |                         |                         |  |
| X        | ANY AUTO  | X X                | EBA0727355    | 10/1/2024               | 10/1/2025               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000     |
|          | OWNED AUTOS ONLY  |                    |               |                         |                         | BODILY INJURY (Per person) \$                        |
|          | SCHEDULED AUTOS ONLY  |                    |               |                         |                         | BODILY INJURY (Per accident) \$                      |
|          | HIRED AUTOS ONLY  |                    |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                    |
|          | NON-OWNED AUTOS ONLY  |                    |               |                         |                         |  |
| A X      | UMBRELLA LIAB   | X OCCUR            |               |                         |                         | EACH OCCURRENCE \$ 10,000,000                        |
|          | EXCESS LIAB   | CLAIMS-MADE        | EPP0727355    | 10/1/2024               | 10/1/2025               | AGGREGATE \$   |
|          | DED X RETENTION \$  | 0                  |               |                         |                         | Aggregate \$ 10,000,000                              |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                               | Y/N                | X EWC0727356  | 10/1/2024               | 10/1/2025               | X PER STATUTE OTH-ER                                 |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N/A                |               |                         |                         | E L EACH ACCIDENT \$ 1,000,000                       |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                      |                    |               |                         |                         | E L DISEASE - EA EMPLOYEE \$ 1,000,000               |
|          |   |                    |               |                         |                         | E L DISEASE - POLICY LIMIT \$ 1,000,000              |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Noblesville & the Owner are included as additional insured as defined in CG7300 0119 (Included primary and non-contributory) with respects to general liability, automobile liability as defined in CA7816 1117 all according to the terms, conditions and exclusions within the policy.  
A Waiver Of Subrogation is provided on the General Liability per form CG7300, Automobile Liability per form CA7809 and Workers Compensation per form WC000313 but only in accordance with policy terms, conditions and exclusions.

## CERTIFICATE HOLDER

City of Noblesville  
16 S. 10th St.  
Noblesville, IN 46060

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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