

# Board of Public Works and Safety

## Agenda Item

## Cover Sheet

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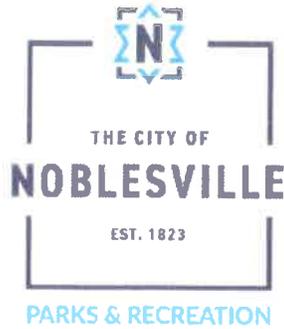
**MEETING DATE:** April 29, 2025

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

**ITEM #:** 12

**INITIATED BY:** Charlie Elliott

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



**TO:** Noblesville Board of Public Works and Safety  
**FROM:** Savannah Wines, Parks Director, Parks Department  
**SUBJECT:** Board to Consider Service Agreement with V3 Companies for On Call General Assistance  
**DATE:** May 13 ,2025

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The service agreement with V3 Companies outlines an on-call general assistance agreement to support Noblesville Parks and Recreation through 2025. This agreement is designed to provide general consulting services as needed throughout the year, not tied to any one specific project but rather to help us respond efficiently and effectively to department priorities as they arise. The scope of this agreement covers technical guidance, conceptual planning, project review support, and general parks consulting, but does not include larger specified projects.

The agreement is for a not to exceed amount of \$16,000 and is in the 2025 approved budget.

**The Parks Department Recommends the Board of Public Works approve the services agreement with V3 Companies.**



## 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 **V3 Companies** (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 on **December 31<sup>st</sup>, 2025** (“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 **Sixteen Thousand Dollars and Zero Cents (\$16,000.00)**.

- 4.2 Funding for a multi-year agreement is not guaranteed. All of the City's obligations under this Agreement shall be subject to annual appropriation and shall not constitute a general obligation or indebtedness of the City.

## SECTION V. GENERAL PROVISIONS

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

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

5.6 Insurance.

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

A. Commercial General Liability

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

B. Auto Liability

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

C. Workers Compensation and Employer's Liability

As required by Indiana law.

D. Professional/Errors & Omissions Liability

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

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

5.7 Termination for Cause or Convenience.

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

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

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

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

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

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

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

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

To Contractor:  
V3 Companies  
Attn: Julie Schilling  
1060 N. Capitol Ave.  
Suite 6-301  
Indianapolis, IN 46204

To City:  
Noblesville Parks  
Attn: Savannah Wines  
16 S. 10<sup>th</sup> Street  
Noblesville, IN 46060

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

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

5.12 Non-discrimination. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or

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

5.13 Conflict of Interest.

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

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

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

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

5.16 Applicable Laws: Forum.

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

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

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

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

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

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

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

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

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

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

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

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

V3 Companies, Ltd. (“Contractor”)

By: *Sarah S. Swaur*

Date: 4/10/2025

Printed: V3 Companies, Ltd.

Title: Landscape Architecture Group Leader

City of Noblesville

By: *Chris Jensen*

Date: 04/23/2025

Printed: Chris Jensen

Title: Mayor

**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): V3 Companies, Ltd.

By (Written Signature): *Sarah S. Evans*

(Printed Name): Sarah Evans

(Title): Landscape Architecture Group Leader

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

STATE OF Indiana  
COUNTY OF Hamilton

SS:



Subscribed and sworn to before me this 10<sup>th</sup> day of April, 2025.

My commission expires: 12-01-32 (Signed) *Joseph Irwin*

a. Residing in Allen County, State of Indiana

# EXHIBIT A



March 17, 2025

Ms. Savannah Wines, Director  
Noblesville Parks & Recreation  
701 Cicero Road  
Noblesville, IN 46060

RE: General Assistance Consulting – 2025

Dear Ms. Wines:

On behalf of V3 Companies, Ltd. (V3), we are pleased to submit this scope of services as requested for on-call Professional Services related to **General Assistance Consulting – 2025 (PROJECT)**. V3 proposes to provide the above services on an hourly, time and expense basis, not to exceed a maximum of \$15,000, plus reimbursables. If you find this Contract to be acceptable, the executed copies of this letter along with the General Terms and Conditions established by V3 it will constitute the entire agreement between Noblesville Parks & Recreation (CLIENT) and V3 for on-call services on this PROJECT as outlined below.

## COMPENSATION

<b>D00 – GENERAL CONSULTING</b>	<b>\$15,000.00 T&amp;M, N.T.E.</b>	
<b>SERVICES</b>	<b>SCOPE EXHIBIT</b>	<b>FEE</b>
General Assistance Consulting	A	\$15,000.00
<b>REIMBURSABLES (Z99)</b>	AS INCURRED	\$1,000.00
<b>TOTAL AUTHORIZED CONTRACT</b>		<b>\$16,000.00</b>

<b>MISCELLANEOUS EXHIBITS</b>		
<b>EXTENT OF AGREEMENT</b>	<b>EXHIBIT B</b>	
<b>GENERAL TERMS AND CONDITIONS</b>	<b>ATTACHED</b>	
<b>V3 STANDARD BILLING RATE SCHEDULE</b>	<b>ATTACHED</b>	

If Additional Services are required, V3 shall be paid a fee based on the actual hours expended multiplied by V3's Billing Rate Schedule attached hereto or other negotiated fee.

In addition to the professional services fees set forth above, V3 shall be compensated for 110% of reimbursable expenses such as printing, postage, messenger service, travel, mileage and tolls to/from meetings and other similar project-related items.

CLIENT will be invoiced monthly for Professional Services and reimbursable expenses. The above financial arrangements are on the basis of prompt payment of invoices and the orderly and continuous progress of the Project through construction.

### MISCELLANEOUS CONTRACTUAL ITEMS

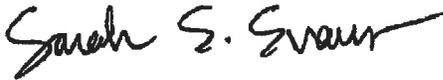
The fee and completion schedule stated herein is valid for 30 days from the date of this agreement. If the 30 days has expired, V3 reserves the right to renegotiate the fee and/or completion schedule with the CLIENT.

If there are protracted delays for reasons beyond V3's control, an equitable adjustment of the above-noted compensation shall be negotiated taking into consideration the impact of such delay on the pay scales applicable to the period when V3's services are, in fact, being rendered.

If CLIENT or other interested parties request digital files of design data, V3 shall be indemnified from any claims arising out of the accuracy, misuse or reuse by others of the data delivered in digital form.

We appreciate the opportunity to be of continued service to the City of Noblesville Parks and Recreation Department. If you have any questions or comments concerning this Contract, please contact us. If the terms are acceptable, please sign and return as authorization to proceed.

Sincerely,  
V3 COMPANIES, LTD.



Sarah Evans, PLA, ASLA  
Landscape Architecture Group Leader



Charles F. Lehman, PLA, ASLA, FRSA  
Landscape Architect, Strategic Planning Advisor

Accepted For:  
City of Noblesville Parks & Recreation

By: Savannah Wines

Title: Parks Director

Date: 4/30/2025

### INVOICE INFORMATION

**PREFERENCE:**

Receive by Email

Receive by Mail

Both

Purchase Order # (If Applies)

\_\_\_\_\_

Important Accounting Notes:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SEND INVOICE TO:**

Attention: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_



## EXHIBIT B | Extent of Agreement

This agreement does not include services for:

1. Services associated with preparation for, and attendance at public meetings with applicable public agencies in excess of the number of meetings specifically included in the above scope of services, or services required in connection with obtaining zoning approvals.
2. Construction Documents will be part of a subsequent agreement.
3. Archaeological or environmental consulting services of any kind.
4. Structural engineering services of any kind including the design of site retaining walls or the design of underground stormwater retention facilities.
5. Services resulting from any significant modifications to the site plan by CLIENT or Owner after V3 has received authorization to proceed with a specific phase of work and has prepared its initial computer layout of the site.
6. Pump Station design for water, stormwater, or wastewater.
7. Services associated with the design of off-site roadway and utility improvements outside the limits of the subject property. It is assumed that the existing public utilities located immediately adjacent to the site have sufficient capacity, flow and pressure to service the proposed development.
8. Traffic Impact Study, Traffic Signal design services, or off-site roadway design services.
9. Gas, electric, and telephone service design for the proposed buildings. V3 will include the location of these utilities on the Civil Engineering drawings for purposes of coordination only. The CLIENT will be responsible for providing the necessary information to the applicable utility companies for coordinating service to the site.
10. Electrical engineering design for site lighting. V3 will indicate the location of light poles on the civil engineering drawings for purposes of coordination with underground utilities.
11. V3 may be required to produce documents and emails as part of the Freedom of Information Act and Open Meetings Act (Illinois Public Act 96-0542 ), or from a court ordered subpoena . Requests of this nature are beyond the control of V3 and are specifically not included in this contract. V3 will notify the CLIENT of any request received on behalf of this contract, and will invoice the CLIENT for time and materials in accordance with the Additional Services and Reimbursables sections of this contract.

**Please note that V3 can provide many of the services outlined above should they be required.**



**V3 COMPANIES  
BILLING RATE SCHEDULE**

(Rates effective January 1, 2025 through December 31, 2025)

<u>Description</u>	<u>Hourly Rate</u>	<u>Description</u>	<u>Hourly Rate</u>
Principal	265.00	Project Surveyor III	145.00
Director	250.00	Construction Technician IV	145.00
Chief Estimator	245.00	Project Landscape Designer III	145.00
Senior Project Manager	240.00	Project Landscape Architect II	140.00
Director, Field Operations (CG)	240.00	Project Scientist I	140.00
Survey Crew*	235.00	Field Technician (ER)	140.00
Senior Estimator	235.00	Civil Designer II	140.00
Senior Survey Project Manager	225.00	Project Surveyor II	140.00
Resident Construction Manager II	220.00	Construction Technician III	140.00
Resident Engineer II	220.00	Construction Representative II	140.00
Restoration Superintendent	220.00	Construction Manager II (CG)	140.00
Senior Administration	220.00	Planner I	140.00
Superintendent	220.00	Project Designer I	135.00
Senior Crew Chief	215.00	Project Surveyor I	135.00
Senior Project Construction Engineer	210.00	Senior Design Technician	135.00
Estimator II	210.00	Technician III	135.00
1 Man Union Crew	210.00	Operator III	135.00
Project Manager II	205.00	Project Landscape Designer II	135.00
Field Operations Manager (ER)	200.00	Project Landscape Architect I	130.00
Senior Ecologist	200.00	Design Technician III	130.00
Senior Ecological Restoration Project Manager	200.00	Construction Technician II	130.00
Survey Project Manager II	200.00	Scientist III	130.00
Resident Construction Manager I	200.00	Senior Estimating Technician	130.00
Project Construction Engineer II	200.00	Planning Technician III	130.00
Project Manager I	195.00	Project Planner II	130.00
Senior Project Engineer	190.00	Civil Designer I	125.00
Ecological Restoration Project Manager II	190.00	Construction Representative I	125.00
Survey Project Manager I	190.00	Construction Manager I (CG)	125.00
Resident Engineer I	190.00	Technician II	125.00
Project Construction Engineer I	190.00	Senior Survey Technician	125.00
Administration V	190.00	Construction Administrator II	125.00
Estimator I	190.00	Administration III	125.00
Senior Construction Representative	185.00	Project Landscape Designer I	125.00
Ecological Restoration Project Manager I	180.00	Project Planner I	125.00
Project Engineer II	180.00	Design Technician II	120.00
Construction Administrator III	180.00	Construction Technician I	120.00
Senior Planner	175.00	Scientist II	120.00
Senior Project Landscape Architect	170.00	Estimating Technician II	120.00
Project Engineer I	170.00	Operator II	120.00
Senior Project Scientist	165.00	Planning Technician II	120.00
Planner III	165.00	Field Ecologist III	110.00
Senior Project Landscape Designer	165.00	Design Technician I	110.00
Senior Project Designer	160.00	Scientist I	110.00
Senior Construction Technician	160.00	Planning Technician I	110.00
Construction Representative V	160.00	Field Ecologist II	105.00
Administration IV	160.00	Technician I/Intern	105.00
Project Landscape Architect III	150.00	Construction Administrator I	105.00
Project Scientist II	150.00	Administration II	105.00
Civil Designer III	150.00	Estimating Technician I	105.00
Construction Technician V	150.00	Operator I	105.00
Construction Representative III	150.00	Field Ecologist I	100.00
Construction Representative IV	150.00	Administration I	85.00
Planner II	150.00	Project Coordinator	85.00
Project Designer II	145.00		

\*Time is charged portal to portal



**V3 COMPANIES, LTD. (CONSULTANT)  
GENERAL TERMS AND CONDITIONS**

**1. CLIENT'S RESPONSIBILITIES**

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

- a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property and legal descriptions, zoning, deed and other land use restrictions; all of which CONSULTANT may use and rely upon in performing services under this Agreement. CONSULTANT shall not be responsible for the accuracy, completeness, and timeliness of services and information provided by the CLIENT or CLIENT's other consultants.
- b. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- c. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

**2. CONSULTANT'S RESPONSIBILITIES**

CONSULTANT will render Professional Services in accordance with generally accepted and currently recognized practices and principles and in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality. CONSULTANT makes no warranty, either expressed or implied, with respect to its services.

- a. Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the CLIENT and any other party concerning the Project, the CONSULTANT shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the CLIENT, the construction contractor, other contractors or subcontractors, other than its own activities or own subcontractors in the performance of the work described in this agreement. Nor shall the CONSULTANT be responsible for the acts or omissions of the CLIENT, or for the failure of the CLIENT, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the CONSULTANT.
- b. CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or time schedule adjustments, and CONSULTANT and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
- c. The CONSULTANT will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The CONSULTANT is not responsible for, and CLIENT agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within any Contract Documents prepared by others. It is expressly understood that the uncovering of errors in the plans and specifications prepared by others is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by CLIENT.

**3. TERMS OF PAYMENT**

CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. CLIENT shall make prompt monthly payments in response to CONSULTANT's monthly statements. If CLIENT disputes all or any portion of an invoice, CLIENT shall notify CONSULTANT within 14 calendar days of the date of the invoice, describe the nature of the dispute, and pay undisputed sums. Thereafter CONSULTANT and CLIENT shall make a good faith effort to resolve such dispute.

CLIENT's obligation to pay for services rendered under this Agreement is in no way contingent upon the CLIENT's ability to obtain financing, zoning, approvals from governmental or regulatory agencies, final adjudication of a lawsuit in which CONSULTANT is not involved, or upon CLIENT's successful completion of the project. No deduction shall be made from any CONSULTANT invoice on account of penalty, liquidated damages or other sums withheld. It is agreed that all expenses incurred by CONSULTANT in enforcing this Agreement or in filing liens, obtaining judgments or collecting any delinquent amounts due, including reasonable attorney's fees, shall be recoverable from the CLIENT.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT's statement therefore, the past amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day. CONSULTANT may after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges including all costs of collection (including reasonable attorneys' fees). CONSULTANT shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension.

**4. SUSPENSION OF SERVICES**

CLIENT may, at any time, by written order to CONSULTANT require CONSULTANT to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. CLIENT, however, shall pay all costs associated with the suspension. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs. CONSULTANT reserves the right to terminate this Agreement if its services are suspended or the project is dormant for a period of 60 days or more.

**5. TERMINATION**

This Agreement may be terminated by either party upon fourteen (14) days written notice. If terminated, CLIENT agrees to pay CONSULTANT for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination.

**6. ATTORNEY'S FEES**

In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses. Prevailing party is the party who recovers at least 75% of its total claims in the action or who is required to pay no more than 25% of the other party's total claims in the action when considered in the totality of claims and counterclaims, if any. In claims for money damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the prevailing party.

**7. REUSE OF DOCUMENTS**

All documents including but not limited to Reports, Drawings and Specifications prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement are Instruments of Service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. Upon payment to CONSULTANT for services performed, CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on

any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and CLIENT shall indemnify, defend, and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

## **8. INSURANCE**

Upon CLIENT request the CONSULTANT shall provide the CLIENT with certificates of insurance evidencing all coverages held by the CONSULTANT.

In order that the CLIENT and the CONSULTANT may be fully protected against claims, the CLIENT agrees to secure from all CONTRACTORS and SUBCONTRACTORS working directly or indirectly on the project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property damage naming the CLIENT and the CONSULTANT and their officers, employees and agents as additional insureds, and that said CONTRACTOR and SUBCONTRACTORS shall maintain such insurance in effect and bear all costs for the same until completion or acceptance of the work. Certificates of said insurance shall be delivered to the CLIENT and to the CONSULTANT as evidence of compliance with this provision. However, the lack of acknowledgment and follow-up by CONSULTANT regarding the receipt of said certificates does not waive CLIENT's and CONTRACTOR's obligation to provide said certificates.

## **9. DIGITAL TRANSMISSIONS.**

The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any non-design document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

For design drawings, construction documents, and reports: due to the unsecured nature of CAD files and other electronic data, and the inability of the originator to establish controls over the use thereof, CONSULTANT assumes no responsibility for any consequences arising out of the use of the data that is transmitted digitally. It is the sole responsibility of the user to check the validity of all information contained herein. The user shall at all times refer to the signed and sealed design drawings or other documents during all phases of the project. The user shall assume all risks and liabilities resulting from the use of this data.

## **10. CERTIFICATIONS, GUARANTEES AND WARRANTIES**

CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification.

## **11. CONSTRUCTION PHASE SERVICES**

If construction phase services are provided as part of this Agreement, CONSULTANT shall not control or be responsible for another's means, methods, techniques, schedules, sequences or procedure, or for construction safety or any other related programs, or for another's failure to complete the work in accordance with the plans and specifications. If construction phase services are to be provided to determine the general progress of the work, they shall not include supervision of the contractors, or of their means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs. CONSULTANT maintains the right but not the duty to recommend that CLIENT reject work that does not appear to conform generally to the plans and specifications. CONSULTANT shall not have any liability for recommendations made in good faith.

If Construction Documents are part of this Agreement and construction phase services are excluded from this Contract, CLIENT is responsible for interpreting the Construction Documents and specifications and observing the work of the contractors for general conformance with the Construction Documents. If CLIENT authorizes deviations from the Construction Documents or specifications prepared by CONSULTANT, CLIENT agrees to indemnify, defend and hold CONSULTANTS, its directors, officers, shareholders, partners, or employees, harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to reasonable attorneys' fees, all legal expenses and CONSULTANTS time, to the extent such claim, loss, damage or expense arises out of or results in whole or in part from such deviations, regardless of whether or not such claim, loss, damage or expense is caused in part by CONSULTANT.

## **12. INDEMNIFICATION**

CONSULTANT agrees to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, to the extent caused by CONSULTANT's, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.

CLIENT agrees to the fullest extent permitted by law, to indemnify and hold CONSULTANT, its directors, officers, shareholders and employees harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by CLIENT's, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement

If the negligence or willful misconduct of both the CONSULTANT and CLIENT (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between CONSULTANT and CLIENT in proportion to their relative degrees of negligence acts, errors or omissions and the right of indemnity shall apply for such proportion.

## **13. WAIVER OF CONTRACT BREACH**

The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

## **14. WAIVERS OF CONSEQUENTIAL DAMAGES AND SUBROGATION**

CLIENT and CONSULTANT waive all claims to consequential damages for any claims or disputes arising out of or related to this Agreement. In addition, CLIENT and CONSULTANT waive all claims against each other to the extent covered by any applicable insurance during design or construction, including but not limited to claims for subrogation.

## **15. LIMITATION OF LIABILITY**

To the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed the greater of \$100,000 or the total compensation received by CONSULTANT. Such causes include but are not limited to the CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract. In no event shall CONSULTANT's liability exceed the proceeds available under CONSULTANT's insurance policies.

## **16. NO PERSONAL LIABILITY**

CLIENT and CONSULTANT shall not bring claims or lawsuits against each other's directors, officers, shareholders, employees, subsidiaries, or affiliates.

**17. HAZARDOUS MATERIALS**

The CONSULTANT, its principals, employees, agents or consultants shall perform no services relating to the investigation, detection, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials on this project. The CLIENT acknowledges that, with regard to this Agreement, the CONSULTANT has no professional liability (errors and omissions) or other insurance for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ("Hazardous Materials"). Those services are not included in the scope of this Agreement.

**18. ENTIRE AGREEMENT AND SEVERABILITY**

This Agreement is the entire and integrated agreement between CLIENT and CONSULTANT and supersedes all prior negotiations, statements or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and CONSULTANT. In the event that any term or provision of this agreement is found to be void, invalid or unenforceable for any reason, that term or provision shall be deemed to be stricken from this agreement, and the balance of this agreement shall survive and remain enforceable.

**19. NO ASSIGNMENT**

Neither party can assign this Agreement without the other party's written consent.

**20. DISPUTE RESOLUTION AND CONTROLLING LAW**

CLIENT and CONSULTANT agree to mediate claims or disputes arising out of or relating to this Agreement as a condition precedent to litigation. If a third party is required, the mediation shall be conducted by an attorney or any other mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises and the parties agree to participate in mediation in good faith. Mediation fees shall be shared equally within reason, if needed. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law. In the event mediation or dispute over non-payment or partial payment to CONSULTANT incurs, CLIENT will be responsible for any and all legal fees, interest of late payments, and necessary expenses required to secure rightful payments.

This Agreement is governed by the laws of the state in which the Project is located.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/16/2025

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

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

<b>PRODUCER</b> DSP Insurance Services, Inc. 1900 E. Golf Rd Suite 225 Schaumburg IL 60173	<b>CONTACT NAME:</b> Marie Vera	
	<b>PHONE (A/C, No, Ext):</b> (847) 934-6100	<b>FAX (A/C, No):</b> (847) 934-6186
<b>E-MAIL ADDRESS:</b> mvera@dspins.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> National Fire Ins Co of Hartford		20478
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**      **MV**      **CERTIFICATE NUMBER:** Cert ID 42768 (169)      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BUA7011433078	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
							\$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: V3 Project #LL241267

<b>CERTIFICATE HOLDER</b>  City of Noblesville  701 Cicero Rd  Noblesville IN 46060	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 