CITY OF NOBLESVILLE

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is made and entered into this 23rd day of January, 2024, by and between City of Noblesville, 16 South 10th Street, Noblesville, Indiana 46060 ("Owner") and United Construction Services, LLC ("Contractor"), for the project described as "10th Street Sewer Realignment Project" (the "Project") and more particularly detailed in Appendix A.

Owner:

City of Noblesville
16 South 10th Street
Noblesville, Indiana 46060

Owner/ Consultant Engineer:

Chris Franz, PE / HWC Engineering

135 N Pennsylvania Street

Indianapolis, IN 46204

Project Engineer :

Jim Hellmann, PE

Contractor:

United Construction Services, LLC

347 S Broadway Street

Pendleton, IN 46064

Project:

10th Street Sewer Realignment

The Owner and Contractor agree as follows:

RECITALS:

A. The Owner has caused to be prepared certain plans, specifications and other documents (collectively, the "Contract Documents") for the Project, and the Contractor has filed a bid proposal ("Proposal") to furnish labor, tools, material, equipment and/or services, and to perform the Work called for in the Contract Documents; and

B. The said Contract Documents accurately and fully describe the terms and conditions upon which the Contractor is willing to furnish the labor, tools, material, equipment, services, and perform the Work called for by the Contract Documents.

THE OWNER AND CONTRACTOR AGREE AS FOLLOWS:

Article 1. **Contract Documents**. This Agreement consists of the following Contract Documents, all of which are as fully a part of this Agreement as if set out verbatim herein or attached hereto as the Agreement between the parties hereto in all matters and the manner set forth herein and described and consist of this Agreement including any attachments, the Drawings and the Specifications identified herein, and written modifications issued after execution of this Agreement.

A. Conflicts / Order of Precedent. Contractor shall promptly call to the attention of Owner any discrepancy or conflict in the Contract Documents that affect its Work. In the event of conflict or discrepancies between and among the Contract Documents, figure dimensions shall take precedence over scale measurements, large scale details shall take precedence over small scale plans or drawings, and plans or drawings of a later date shall take precedence over those of an earlier date. Any part of the Work shown on the Drawings but not specifically mentioned in the Specifications, or vice versa, shall be considered as part of the Work as though included in both. In the event of an inconsistency or conflict between the Drawings and Specifications, or within either document not clarified by addendum, the provision of a Contract Document expressing the greater quantity, quality or scope of work, or imposing a greater obligation upon the Contractor, or affording a greater right or remedy to the Owner shall govern without regard to the party who drafted such provision. Likewise, the Work to be undertaken by Contractor shall include all incidental work necessary as customarily done for the completion of the Project even though it may not be specifically described in the Contract Documents.

B. Contractor's Review of Contract Documents. Contractor has carefully studied and compared the Contract Documents with each other and with information furnished by Owner and has reported to Owner all errors, inconsistencies or omissions. Contractor shall have no rights against Owner for errors, inconsistencies or omissions in the Contract Documents unless Contractor recognized such error, inconsistency or omission and reported it prior to the date of this Agreement. Contractor shall perform no construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents. Contractor warrants and represents to Owner that the Drawings and Specifications for the Work are suitable and adapted for said Work

and guarantees the sufficiency of said Drawings and Specifications for their intended purpose and agrees that it will perform the Work and complete the same to the satisfaction of Owner.

C. Enumeration of Contract Documents. An enumeration of the Contract Documents, other than Modifications, is attached in Appendix B. There are no Contract Documents other than those listed herein. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 2. The Work. The intent of the Agreement is to provide for the construction and completion in every detail of the Work described. Contractor, shall provide all materials, labor, tools, equipment, supplies, safety equipment, transportation and supervision necessary to perform, and shall perform, the Work in a good and workmanlike manner and in accordance with the Contract Documents or reasonably inferable by Contractor as necessary to produce the results intended by the Contract Documents and generally described in Appendix C (all hereinafter called the "Work"). The Contractor shall provide all items, articles, materials and operations or methods to fully and completely construction the Work as detailed on the Contract Documents, including all labor, equipment and incidentals necessary for full completion of the Work. All Work shall be performed in a thorough, first-class and workmanlike manner, conforming to all applicable laws and in accordance with the Contract Documents, including all addenda.

A. **Supervision and Construction Procedures**. Contractor shall supervise and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Contractor shall be responsible to Owner for the acts and omissions of Contractor's employees, subcontractors, material suppliers, laborers, equipment lessors and all other persons performing portions of the Work. Contractor shall be responsible for the inspection of Work performed under the Contract Documents to determine that the Work is in proper condition to receive subsequent Work.

B. **Labor and Materials.** Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

C. **Taxes.** If required, Contractor shall pay all sales, consumer, use and similar taxes for the Work provided by Contractor.

D. **Permits, Fees and Notices.** Any applicable permits, fees, and notices are referenced in the Special Provisions under item SP 6.

E. **Survey.** Owner shall furnish all available surveys in its possession describing the physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Such items are for informational purposes only and Owner shall not be liable for inaccuracies or omissions therein, nor

shall any inaccuracies or omissions in such items relieve Contractor of its responsibility to perform its Work in accordance with the Contract Documents.

F. **Clean-Up.** Contractor shall keep the premises and surrounding area free from the accumulation of waste materials or rubbish caused by operations under the Contract Documents. At completion of the Work, Contractor shall remove from and about the Project waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up, Owner may do so, and the cost thereof shall be charged to Contractor.

G. **Subcontractors.** Before construction commences, Contractor shall furnish in writing to Owner the names of all persons or entities proposed for each principal portion of the Work and their respective Contract Prices. All subcontractors shall be state certified/qualified. Contractor shall not contract with a proposed person or entity to whom Owner has made a reasonable objection. Contractor shall not change a subcontractor, person or entity previously selected if Owner makes reasonable objection to such change.

H. **Subcontracts.** By appropriate agreement, Contractor shall require each subcontractor, to the extent of the Work to be performed by the subcontractor, to be bound to Contractor by the terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities which Contractor, by the Contract Documents, assumes toward Owner. Each subcontract shall preserve and protect the rights of Owner under the Contract Documents with respect to the Work to be performed by the subcontractor so that subcontracting thereof will not prejudice such rights. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound. Each subcontract for a portion of the Work is contingently assigned by Contractor to Owner, however, such assignment is effective only after termination of this Agreement by Owner for cause pursuant to Article 14 of the General Conditions and only for those subcontracts which Owner accepts by notifying the subcontractor in writing.

I. **Project Labor Relations.** Contractor along with its Subcontractors shall assure harmonious labor relations at and adjacent to the Project so as to prevent any delays, disruptions or interference to the Work. Contractor shall prevent strikes, sympathy strikes, slowdowns, work interruptions, jurisdictional disputes or other labor disputes resulting for any reason whatsoever from the acts or failure to act of the employees of Contractor or any of its subcontractors, material suppliers, or other such persons or entities. Contractor agrees that it will bind and require all of its subcontractors, material suppliers and other such persons or entities to agree to all of the provisions of this paragraph. If Contractor or any of its subcontractors, material suppliers or other such persons or entities fail to fulfill any of the covenants set forth in this paragraph, Contractor will be deemed to be in default and substantial violation of the Contract Documents.

J. **Contractor's Representations.** Contractor represents and warrants the following to Owner as a material inducement to Owner to execute this Agreement,

which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

1. Contractor is able to furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so.

2. Contractor has examined and carefully studied the Contract Documents (including the Addenda enumerated herein) and the other related data identified in the Bidding Documents including "technical data."

3. Contractor has visited the site of the Project and is familiar with the local conditions under which the Work is to be performed and has correlated observations with the requirements of the Contract Documents.

4. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5. Contractor possesses a high level of experience and expertise in the business administration, construction and superintendence of projects of the size, complexity and nature of the Project involving, among other things, the Work to be performed hereunder, and will perform the Work with the care, skill and diligence of such a contractor.

6. Contractor represents and warrants and the Owner awards this Agreement upon the express warranty of the Contractor that has not, nor has any other member, representative, agent, or officer of the firm, company, corporation or partnership represented by the Contractor.

    a. employed or retained any company or person, to solicit or secure this Agreement; or

    b. entered into or offered to enter into any combination, collusion, or agreement to receive or pay and that the Contractor has not received or paid, any fee, commission, percentage, or any other consideration, contingent upon or resulting from the award of and the execution of this Agreement, excepting such consideration and subject to the terms and conditions expressed upon the face of the within Agreement.

7. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Conditions listed in Appendix B, if any. Contractor accepts the determination set forth in the General Conditions of the extent of the "technical data" contained in such reports and drawings upon which Contractor is entitled to rely. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents. For a breach or violation of this representation, the Owner shall have the right to cancel this Agreement without liability and to recover, at the election of the Owner, any and all monies or other consideration paid hereunder.

8. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing of the Work.

Article 3. Contractor's Representations related to Unauthorized Aliens.

1. Contractor represents that it is enrolled in and verified the work eligibility status of all newly hired employees of the Contractor through the E-Verify program as defined herein, however, contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program if the E-Verify program no longer exists and Contractor signs an Affidavit affirming that the Contractor does not knowingly employ an unauthorized alien. See Appendix D. E-Verify program means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L.104-208), Division C, Title IV, s.403(a), as amended, operated by the United State Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603) (the "E-Verify Program").

2. Contractor and its subcontractor(s) may not knowingly employ or contract with an unauthorized alien; or retain an employee or contract with a person that the Contractor or its subcontractor subsequently learns is an unauthorized alien. If a Contractor violates this requirement, the Owner shall require in writing that the Contractor remedy the violation not later than thirty (30) days after the date the Owner notifies the Contractor of the violation. There is a rebuttable presumption that a Contractor did not knowingly employ an unauthorized alien if the Contractor verified the work eligibility of the employee through the E-Verify Program. If the Contractor fails to remedy the violation within the thirty (30) day period, the Owner shall terminate the Agreement with Contractor for breach. However, if Owner determines that terminating the Agreement would be detrimental to the public interest or public property, the Owner may allow the Agreement to remain in effect until the Owner procures a replacement contractor. If the Owner terminates the Agreement, the Contractor shall be liable to the Owner for any and all actual damages incurred, including but not limited to attorneys' fees.

3. Contractor's subcontractor(s) shall certify to Contractor in a manner consistent with federal law that the Contractor's subcontractor(s), at the time of certification does not knowingly employ or contract with an unauthorized alien; and has enrolled and is participating in the E-Verify Program.

4. Contractor shall maintain in its files a certification of each of its subcontractor(s) throughout the duration of the term of this Agreement and the term of Contractor's subcontract with its subcontractor(s).

5. Termination of the Agreement for violation of this requirement may not be considered by the Contractor or its subcontractor(s) as a breach of contract by the Owner.

Article 4. Project Engineer. If the Project has been designed by the Project Engineer, the Project Engineer is to act as the Owner's representative, assumes all duties and responsibilities, and has the rights and authority assigned to Project Engineer in the Contract Documents in connection with completion of the Work all in accordance with the Contract Documents. If the Project Engineer will not act as the Owner's representative, then the Owner's engineer will serve in this role.

Article 5. Date of Commencement and Completion. Contractor shall commence its Work no later than the date indicated in the Notice to Proceed with the Work to be provided by the Owner to Contractor, and the Work shall be performed regularly, diligently and without interruption at such a rate of progress to achieve Substantial Completion of the Project as specified in the Special Provisions. The Work shall be completed and ready for final payment in accordance the General Conditions and Special Provisions. Time limits stated in the Contract Documents are of the essence of this Agreement. By executing this Agreement, Contractor confirms that the Contract Time is a reasonable period for performing the Work. Contractor shall not knowingly, except by agreement or instruction of Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 5, of the General Conditions.

A. **Time**. Time is of the essence of the Agreement. It is not incumbent upon Owner to notify Contractor when to begin (other than the Notice to Proceed), cease or resume Work, to give early notice of the rejection of faulty Work, nor in any way to superintend so as to relieve Contractor of responsibility or of any consequence of neglect or carelessness by Contractor or its subordinates. All materials and labor shall be furnished at such time as shall be for the best interest of all trades concerned, to the end that the combined Work of all may be properly and fully completed in accordance with the progress schedule. The Work will be performed as required by Owner's Schedule, consistent with the Substantial Completion and Final Completion Dates. Owner may modify this Schedule. If the Work is delayed by Owner, the Substantial Completion Date will be extended. Contractor must request an extension of the Substantial Completion Date in writing to Owner no later than forty-eight (48) hours after the beginning of the condition causing the delay or Contractor's claim will be waived. Contractor will provide Owner with an estimate of the duration of delay. An extension of the Completion Date will be Contractor's sole remedy for any delay.

B. **Overtime**. Owner, if it deems it reasonably necessary, may direct Contractor to work overtime, in addition to any overtime required to meet the progress schedule and, if so directed, Contractor shall Work said overtime. Provided that Contractor is not in default under any of the terms or provisions of the Contract Documents, Contractor will be reimbursed for such actual additional wages paid, if any, at rates which have been approved by Owner plus taxes imposed by law on such additional wages, worker's compensation insurance and levies on such additional wages if required to be paid by Contractor. If, however, the progress of the Work or of the Project be delayed by any fault or neglect or act or failure to act of Contractor or any of its officers, agents, servants, employees or subcontractors, then Contractor shall, in addition to all of the other obligations imposed by this Agreement upon Contractor in such cases, and at its own cost and expense, work such overtime as may be necessary

to make up for all time lost and to avoid delay in the completion of the Work and of the Project. If, after written notice is given, Contractor refuses to work overtime required to make up lost time or to avoid delay in the completion of the Work and of the Project, Owner may hire others to perform the Work and deduct the cost from Contractor's Contract Price.

C. **Delay**. Should the progress of the Work or of the Project be delayed by any fault or neglect or act or failure to act of Contractor or any of its officers, agents, servants, employees or subcontractors so as to cause any additional cost, expense, liability or damage to Owner, or any damages or additional costs or expenses for which Owner may or shall become liable, Contractor shall and does hereby agree to compensate Owner for and indemnify it against all such costs, expenses, damages and liability.

D. **Submittals**. Contractor shall timely prepare, review, approve and submit to Owner all shop drawings, product data and samples required for the Work by the Contract Documents ("Submittals"). Contractor must verify all materials, field measurements and field construction criteria. Contractor must strictly comply with the requirements of the Contract Documents even if Submittals are approved by Owner.

E. **Safety**. Contractor must take all reasonable safety precautions for the Project and comply with all safety requirements and regulations as may be provided elsewhere in the Contract Documents and by applicable laws, ordinances, rules, regulations and orders of public authorities having jurisdiction over the Project. Contractor warrants that: (a) the duty to provide a safe place for Contractor's Work for Contractor's employees, the employees of any other entity, or any other person on or about the Project site rests solely with the Contractor; (b) the duty to provide general or safety supervision and safety inspections of the Work, equipment, and procedures of the Contractor, its subcontractors, and of others as it might affect the safety of property or persons related to the performance of the Work under this Agreement rests solely with the Contractor; (c) the Contractor shall designate a person in it employ, stationed full time at the jobsite during the progress of the Work, and such person shall be authorized to take prompt action in matters relating to safety on behalf of Contractor. Such person shall be knowledgeable in matters relating to safety through either training or experience or both. Such person shall attend all safety meetings or safety inspections held at the jobsite and take appropriate action to correct unsafe work practices which come to his attention or Contractor's attention; and (d) the duty to take reasonable safety precautions with respect to the handling of hazardous substances, Project site cleanliness, and emergency procedures and to comply with necessary safety measures and with applicable laws, ordinances, rules, regulations, and orders of public authorities for the safety of persons and property, including but not limited to applicable OSHA standards, related to the performance of the Contractor's Work under this Agreement rests solely with the Contractor.

The Contractor shall indemnify, defend and save Owner harmless from any liability, loss, cost penalty, damage or expense, including attorneys' fees, damage, injury, course of action, proceeding, citation, or work stoppage arising out of or in any way connected with any alleged violation by Contractor of any

such statute, regulation, order, rule, requirement or standard and such sums shall be deducted from amounts due under this agreement.

F. **Warranty**. In addition to Contractor's obligations to correct defective or non-conforming Work provided by law or as may be provided elsewhere in the Contract Documents, Contractor warrants to the Owner that materials and equipment furnished by Contractor will be of good quality and new unless otherwise permitted by the Contract Documents and the Work will be free from defects and conform to the requirements of the Contract Documents. Contractor will immediately correct, at Contractor's expense, all defects and non-conformance in workmanship or materials which appear within three (3) years from the completion of the Project. This warranty is in addition to all special or extended warranties. Contractor must indemnify Owner against, and reimburse Owner for, all claims, damages and expenses, including attorneys' fees, incurred by Owner as a result of Contractor's failure to abide by its warranty obligations.

Article 6. Contract Price. The Contractor shall, in strict conformity with the Contract Documents, provide and perform all Work at the Unit Prices provided in the Bid Proposal, and Owner agrees to pay Contractor for the timely and proper performance of the Work, subject to additions and deductions in accordance with the Contract Documents, in current funds based on the Unit Prices and the Bid Proposal attached as Appendix E, when multiplied by the estimated unit quantities the total estimated sum of two hundred thirty-one thousand five hundred dollars and 00/100 Dollars (words) $231,500.00 (the "Contract Price"), subject to actual final approved quantities, which Contractor agrees to accept as full and final payment for all the Work performed, accepted and described in the Contract Documents. The Contractor understands that all Work shall be compensated on a Unit Price basis and that the Owner and Engineer cannot and do not guarantee the quantity of any item of Work to be performed under the Agreement. The Contractor agrees that each Unit Price shall be deemed full and complete compensation for all direct and indirect costs for the respective item of Work, including, without limitation, all materials, labor, supervision, equipment, transportation, warranties, repairs, replacement, overhead and profit for the item, complete and in place. In determining the Contract Price, Contractor has taken into account the level of completeness of the Contract Documents and has exercised its best skill and efforts to make (1) appropriate judgments and inferences in connection with the requirements of the Contract Documents, and (2) all inquiries to clarify the Contract Documents as necessary to calculate and establish the Contract Price. The Contract Price may be changed only by Change Order.

Article 7. Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified herein, plus any extensions allowed in accordance with the Contract Documents. It recognizes that the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner liquidated damages for each day that expires after the time specified herein for

Substantial Completion until the Work is otherwise substantially complete as defined in the Special Provisions. After Substantial Completion, if Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified herein for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner liquidated damages for each day that expires after the time specified herein for completion and readiness for final payment as defined in the Special Provisions.

Article 8. Contract Payments. All payments provided herein are subject to funds as provided by Owner and the laws of the State of Indiana. Contractor shall submit Applications for Payment in accordance with Article 13 of the General Conditions. Based on Applications for Payment properly submitted to Owner by Contractor, the Applications for Payment will be processed by Owner as provided in the General Conditions.

A. Progress Payments; Retainage: Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment, no more often than monthly during construction as provided below. Each Application for Payment shall be based on the schedule of values established in Section 2.3 of the General Conditions (and in the case of Unit Price Work based on the number of units properly completed) or, in the event there is no schedule of values, as provided in the General Conditions. Such Application for Payment shall be supported by such data substantiating Contractor's right to payment as Owner may require, such as copies of requisitions from subcontractors and material suppliers.

1. Owner reserves the right to inspect the Project and approve the progress of Work completed to the date of the Application for Payment. If requested by Owner prior to making said payment, Contractor shall submit to Owner an Affidavit and partial Waiver of Lien, and/or partial waivers from subcontractors and material suppliers, in form and content satisfactory to Owner, stipulating that all costs for labor and materials incurred in the previous month have been paid to subcontractors, material suppliers, laborers and equipment lessors. An Application for Payment shall not include requests for payment of amounts Contractor does not intend to pay to a subcontractor or material supplier.

    a. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Owner shall determine, or Owner may withhold, in accordance with Article 13 of the General Conditions.

    b. Progress payment will be made for ninety-five (95%) of Work completed (with the balance being held as retainage). If Work is fifty percent (50%) complete as determined by Owner, and if the character and progress of the Work has

been satisfactory to Owner, Owner, at its sole discretion and without obligation, may determine that as long as the character and progress of the Work remain satisfactory, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to one hundred percent (100%) of the Work properly completed.

c. Progress payment will be made for ninety percent (90%) of invoice price for materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in Article 13 of the General Conditions).

B. Payment of Subcontractors. The Contractor agrees to assume and does assume full and exclusive responsibility for the payment of subcontractors in compliance with Ind. Code § 36-1-12-13. The Agreement is expressly made an obligation covered by the Contractor's Payment Bond and Performance Bond obligation. The obligation of the surety shall not in any way be affected by the bankruptcy, insolvency, or breach of Agreement of the Contractor.

1. The making of an incorrect certification by the Contractor shall be considered a substantial breach of contract on the part of the Contractor. Based on a breach of contract, the Owner may, in addition to all other remedies, withhold all payments not yet made and recover all payments previously made less that amount which has actually been paid to subcontractors by the Contractor. The obligation is hereby created on the part of the Contractor to return all such payments previously made in such case.

2. Upon receipt of a progress payment, Contractor shall pay promptly all valid bills and charges for materials, equipment, labor and other costs in connection with or arising out of the Work and will hold Owner free and harmless from and against all liens and claims of liens for such materials, equipment, labor and other costs, or any of them, filed against the Project or the site, or any part thereof, and from and against all expenses and liability in connection therewith including, but not limited to, court costs and attorneys' fees. Should any lien or claim of lien be filed of record against the Project, or should Owner receive notice of any claim or of any unpaid bill in connection with the Work, Contractor shall forthwith either pay or discharge the same and cause the same to be released of record or shall furnish Owner with appropriate indemnity in form and amount satisfactory to Owner.

C. Withholding of Payment. If any claim or lien is made or filed with or against Owner, the Project, or contract proceeds by any person claiming that Contractor

or any subcontractor or any person for whom Contractor is liable has failed to make payment for labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work, or if at any time there shall be evidence of such non-payment or of any claim or lien which is chargeable to Contractor, or if Contractor or any subcontractor or other person for whom Contractor is liable causes damages to the Work, or if Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, Owner shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (1) satisfy, discharge and/or defend against such claim or lien or any action which may be brought or judgment which may be recovered thereon, (2) make good any such non-payment, damage, failure or default, and (3) compensate Owner for and indemnify him against any and all losses, liability, damages, costs, and expenses, including attorneys' fees and disbursements which may be sustained or incurred in connection therewith. Owner shall have the right to apply and charge against Contractor so much of the amount retained as may be required for the foregoing purposes. If the amount retained is insufficient therefor, Contractor shall be liable for the difference.

1. If Owner withholds any payment, partial or final, from Contractor, Owner may, but shall not be obligated or required to, make direct or joint payment on behalf of Contractor for any part or all of such sums due and owing to said subcontractors, material suppliers, equipment lessors and/or laborers for their labor, materials or equipment furnished to the Project, not to exceed the Contract Price remaining due and owing to Contractor, and charge all such direct payments against the Contract Price; provided, however, that nothing contained in this paragraph shall create any direct liability on the part of Owner to any subcontractor, material supplier, equipment lessor or laborer, or any direct contractual relationship with Owner.

D. Substantial Completion. Upon Substantial Completion of the Work in accordance with Article 13 of the General Conditions, the Owner shall pay the Contractor an amount sufficient to increase total payments to Contractor to ninety-five percent (95%) of the Contract Price (with the balance being retainage), less such amounts as Owner shall determine, or Owner may withhold, in accordance with Article 13 of the General Conditions.

E. Final Payment. Upon final completion and acceptance of the Work in accordance with Article 13 of the General Conditions, Owner shall pay the remainder of the Contract Price as provided in said Article 13.

1. When the Contractor completes the Work in accordance with the Contract Documents and in an acceptable matter as determined by the Owner, the Contractor will prepare a final estimate for the Work performed and will furnish the Owner with a copy of the final estimate. Final payment shall not become due until Contractor submits (a) an affidavit that payrolls, bills for materials and

equipment, and other indebtedness connected with the Work for which Owner or Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents will remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Owner, (3) a written statement that Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, and (5) if required by Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances.

2. The Owner will then certify to the Owner's duly appointed representative the balance due the Contractor and the certificate will be deemed evidence of final acceptance of the completed Agreement by the Owner. Owner shall make final payment to the Contractor within ninety-one (91) days after final acceptance and completion of the Agreement. However, final payment may not be made on any amount that is in dispute, but final payment may be made on the part of the Contract Price or those amounts not in dispute. Acceptance of final payment by Contractor shall constitute a waiver of claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of final payment.

Article 9. Insurance and Indemnification.

A. In addition to the requirements of Article 5 of the General Conditions, Contractor shall, prior to commencing the Work, purchase and maintain from insurance companies lawfully authorized to do business in Indiana policies of insurance acceptable to the Owner, 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 Owner shall be given to the Owner 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 Owner; 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:

1. **Commercial General Liability**

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

The Commercial General Liability Policy must be endorsed to provide that the general aggregate amount applies separately to each of Contractor's separate projects. ISO Endorsement *CG2503 Per Project Endorsement* or its equivalent shall be used to satisfy this requirement.

2. **Automobile Liability**

Limits of Liability: $1,000,000 Per Accident
Coverage Details All owned, non-owned, & hired vehicles

3. **Workers Compensation and Employer's Liability**

Coverage A (Worker's Comp.) Statutory Minimum Requirements
Coverage B
Employer's Liability: $1,000,000 Each Accident
$1,000,000 Disease – each employee
$1,000,000 Disease Policy Limit

4. **Excess Liability (Umbrella Form)**

Limits of Liability: $5,000,000 Each Occurrence

B. All coverage provided above shall be endorsed to include the Owner as an additional insured except for the Worker's Compensation / Employer's Liability policy. ISO forms *CG 2010 07 04* and *CG 2037,* or equivalent endorsement forms must be used on the commercial general liability policy to provide additional insured status to the Owner and shall include coverage for completed operations. The policies for which the Owner is named as additional insured shall provide primary and non-contributing coverage and any valid and collectible insurance carried separately by the Owner shall be in excess of the limits provided by such policies and shall be non-contributory. To the extent commercially reasonable, all insurance requirements and limits shall apply to all of Contractor's subcontractors and sub-subcontractors and Contractor is responsible to verify those insurance requirements and limits. The commercial general liability, automobile liability, and workman's compensation policies must be endorsed to provide a waiver of subrogation in favor of Owner.

C. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment. Information concerning reduction of coverage on account of revised limits or claims paid under the general aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

D. **Property Insurance / Builder's Risk.** Unless otherwise provided, the Contractor shall purchase and maintain, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Work at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing, until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, subcontractors and sub-subcontractors in the Project. Property insurance shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Contractor's services and expenses required as a result of such insured loss.

E. **Indemnification.**

1. The Contractor shall defend, indemnify and hold harmless the Owner and its board, agents and employees of any of them ("Indemnities") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including loss of use, caused by Contractor, a subcontractor, anyone directly or indirectly

employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. The Contractor's indemnification under this Section shall survive both final payment and the termination of this Agreement.

2. In claims against any person or entity indemnified under this section by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

3. The Contractor shall indemnify and defend, at the Contractor's sole expense, the Indemnitees as set forth herein from and against any actions, lawsuits, proceedings or claims resulting from claim filed or asserted against the Work, the Project and any improvements thereon, the Contract Sum or any applicable retainage by a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. If the Contractor refuses an Indemnitee's demand for a defense and indemnification, the Contractor shall reimburse the Owner for all its costs incurred as a result of any such lien or claim including but not limited to, any judgment resulting from any actions, lawsuits or proceedings. If the Contractor disputes a claim, the Contractor shall have the right to contest such claim but such right shall not in any way abridge, modify or nullify the Contractor's obligations to the Indemnitees.

Article 10. Termination and Suspension. The Agreement and the Work may be suspended and/or terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

Article 11. Interest. Unless otherwise expressly provided in the Contract Documents, payments due to Contractor under the terms of the Contract Documents and unpaid shall bear no interest and Contractor shall be entitled to no interest, statutory or otherwise. If the right to interest is expressly provided in the Contract Documents, then such interest shall apply only with respect to liquidated and non-disputed payments, and shall accrue from and after the thirtieth (30th) day following Owner's receipt of a statement of account by Contractor demanding such payment and containing an express statement by Contractor of its intention to assess such interest. In the event Owner is entitled to withhold payment under the Contract Documents, or in

the event of a good faith dispute between Owner and Contractor, no interest shall accrue.

Article 12. Owner's, Contractor's and Engineer's Representations.

The Owner's Representative is:

Jim Hellmann

City of Noblesville
16 South 10th Street
Noblesville, Indiana 46060

The Contractor's Representative is:

Brandon Buck, President
347 S Broadway Street
Pendelton, IN 46064

Article 13 Miscellaneous.

A. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, except for its conflict of laws provisions, as well as with all municipal ordinances and code of the Owner. The parties further agree that, in the event a lawsuit is filed hereunder, the parties waive any rights to a jury trial they may have, agree to file any such lawsuit in an appropriate court in Hamilton County, Indiana only, and agree that such court is the appropriate venue for and has sole jurisdiction over the same.

B. **Terms**. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

C. **No Assignments**. Owner and Contractor respectively bind themselves, their successors, assigns, and legal representatives to the other party hereto in respect to covenants, agreements, and obligations contained in the Contract Documents. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the prior written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under this Agreement.

D. **Severability**. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

E. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to the individual or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

F. **Rights and Remedies**. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law. No act or failure to act by Owner or Contractor shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a thereunder.

G. **No Third Party Beneficiaries**. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between Owner and Subcontractor or (2) between any persons or entities, other than Owner and Contractor.

H. **Prior Agreements**. This Agreement contains all of the agreements of the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, representations, and/or contracts, either oral or written, respective thereto. This Agreement, together with any attachments hereto or referenced herein, constitutes the entire agreement between Contractor and Owner with respect to the subject matter hereof, and supersedes all prior oral or written representations and agreements regarding same. Notwithstanding any other term or condition set forth herein, to the extent any term or condition contained in any exhibit attached to this Agreement conflicts with any term or condition contained in this Agreement, the term or condition contained in this Agreement shall govern and prevail, unless the parties hereto, or their successors in interest, expressly and in writing agree otherwise. This Agreement may only be modified by written amendment executed by both parties hereto, or their successors in interest.

I. **Owner's Property.** Any and all documentation (other than original tracings and original calculations) generated by Contractor pursuant to this Agreement shall be considered Owner's exclusive property and shall be disclosed only to the Owner and to not other person without Owner's prior express written consent. Contractor shall keep confidential all working and deliberative material pursuant to Ind. Code §5-14-3-4.

J. **Relationship.** The relationship of the parties hereto shall be as provided for in this Agreement, and Contractor, as well as its agents, employees, contractors, subcontractors, outside sources and other persons shall in no fashion be deemed to be an employee of Owner. Furthermore, Contractor shall be solely responsible for payment to or for its agents, employees, contractors, subcontractors, outside sources and other persons all statutory, contractual and other compensation, benefits and obligations due thereto, and Owner shall not be responsible for same. Rather, the Contract Price to be paid hereunder by Owner to Contractor shall, subject to the terms and conditions hereof, be the full and maximum compensation and monies required of Owner to be paid to Contractor pursuant to this Agreement.

K. Contractor and all Subcontractors are responsible to comply with Indiana Code as it pertains to public works projects. The following are notable requirements set forth in IC §5-16-13, in effect as of July 1, 2015, but are not inclusive of all requirements.

1. Contractor shall self-perform Work of at least 15 percent of total Contract Price.

2. Contractor and all Subcontractors, regardless of tier, shall maintain General Liability Insurance of at least $1,000,000 per occurrence and $2,000,000 in aggregate.

3. Contractor and all Subcontractors, regardless of tier, shall not pay cash to its employees for Work performed on this public works Project.

4. Contractor and all Subcontractors, regardless of tier, shall comply with federal Fair Labor Standards Act of 1938.

5. Contractor and all Subcontractors, regardless of tier, shall be in compliance with workers compensation requirements of Indiana Code §22-3-5-1 and Indiana Code §22-3-7-34 and commits worker's compensation fraud if such Contractor or Subcontractor falsely classifies an employee as an independent contractor, sole proprietor, owner, partner, officer, or member of a limited liability company.

6. Contractor and all Subcontractor, regardless of tier, shall be in compliance with unemployment compensation system requirements of Indiana Code §22-4-1 through §22-4-39-5.

7. Contractor and all Subcontractors, regardless of tier, shall be in compliance with requirements for drug testing of its employees set forth in Indiana Code §4-13-18-1 through §4-13-18-7.

L. Following provisions shall be in effect for Contracts awarded after December 31, 2016.

1. Contractor and all Subcontractors, regardless of tier, that are performing the constructing, altering, demolishing, or renovating of a public building or other structure must be qualified by the Indiana Department of Administration, and those contractors and subcontractors that are constructing, altering, or repairing highways, streets, or alleys must be qualified by INDOT.

a. Suppliers of material are not required to be qualified by IDOA prior to doing work on public works projects. A "Supplier" is defined as "any person supplying materials, but no on site labor, to a Contractor or Subcontractor. IC §4-13.6-1-20.

b. Contractors and Subcontractors, regardless of tier, performing work for local governmental entities awarded under Indiana Code §36-1-12 and whose contracts are less than $300,000 are not required to have been qualified by IDOA or INDOT.

2. For public works by local governmental entities under Ind. Code §36-1-12, Contractor and its Subcontractors shall comply with requirements for drug testing of its employees set forth in Ind. Code §4-13-18 if estimated cost of public works Contract is at least $150,000.

3. Contractor and all Subcontractors, regardless of tier, shall preserve its payroll and related records for three (3) years after completion of the project work and such records shall be open to inspection by the Indiana Department of Workforce Development.

4. If Contractor or Subcontractor, regardless of tier, employs 10 or more employees, then such Contractor/Subcontractor shall provide access to a training program applicable to tasks to be performed in normal course of employee's employment. Contractor or Subcontractor may comply with this training requirement through one of following: (i) an apprenticeship program; (ii) a program offered by Ivy Tech Community College of Indiana or Vincennes University; (iii) a program established by or for Contractor Subcontractor; (iv) a program offered by an entity sponsored by U. S. Department of Labor, Bureau of Apprenticeship and Training; (v) a program that results in award of an industry recognized portable certification; (vi) a program approved by Federal Highway Administration; or (vII) a program approved by INDOT.

5. If Contractor or first tier Subcontractor employs more than 50 journeymen, such Contractor/first tier Subcontractor shall participate in an apprenticeship or training program that meets standards established by or has been approved by any of following: U.S. Department of Labor, Bureau of Apprenticeship and Training; Indiana Department of Labor; Federal Highway Administration; or INDOT.

M. Contractor shall maintain policies of employment as follows:

1. Pursuant to the requirements of Indiana Code §22-9-1-10 and §5-16-6-1, Contractor and its Subcontractors may not discriminate against any employee or applicant for employment to be employed in the performance of such contract, with respect to his hire, tenure, terms, conditions or privileges of employment of any matter directly or indirectly related to employment because of his race, religion, color, sex, handicap, national origin or ancestry. The Contractor and Subcontractor, if any, agrees to comply with all the provisions contained in the Equal Opportunity Clause quoted in Executive Orders No. 11246 and No. 11375. In addition, the Contractor shall cause this Equal Opportunity Clause to be included in the subcontracts or purchase orders hereunder unless exempted by rules, regulations and orders of the Secretary of Labor issued pursuant to Section 204 of the executive Orders No. 11246 and No. 11375 as amended. Breach of this covenant may be regarded as a material breach of contract.

2. Contractor and Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them on their behalf, state all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, handicap, national origin or ancestry.

N. **Contractor Not Suspended or Debarred**. By signing this Agreement, Contractor certifies that Contractor, its principals or sub-recipients are not suspended or debarred by Federal Government, nor is known suspension or debarment procedure pending. Contractor agrees to notify the Owner in writing of suspension or debarment, or potential suspension or debarment proceeding. Failure to report suspension or debarment, or potential suspension or debarment will be sufficient cause to terminate this Agreement and report such termination to Federal authorities.

O. **Drug Testing Program**. The laws of the State of Indiana (IC §36-1-12-24 as amended) contain certain special provisions regarding drug testing of employees of public works Contractors and Subcontractors. As determined by the Owner, projects estimated to be in excess of $150,000.00 will be governed by these provisions. These provisions require, among other things, that the Contractor submit with the bid a written plan for a program to test the Contractor's employees for drugs. In addition, each successful Bidder will be required to comply with all applicable provisions of the statute referred to above with respect to each Bidder's Subcontractors, as the term "Subcontractor" is defined in the statue referred to above.

P. **Fire Arms**. There shall be no firearms allowed on the Project Site or anywhere within the Project property. Exceptions would be made for law enforcement officials, security forces required elsewhere by these Specifications, or per other requirements or allowances specifically made by the Owner.

Q. **Nondiscrimination**. The Contractor shall perform, observe and comply with all applicable State, Municipal and Federal laws, rules, regulations and Executive Orders pertaining to nondiscrimination against employees or applicants for employment because of race, color, religion, sex, handicap, disability, national origin or ancestry. During the performance of this Contract, the Contractor agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 and the regulations promulgated thereunder. When required by such laws, rules, regulations and Executive Orders, the Contractor shall include nondiscrimination provisions in all contracts and purchase orders.

The Contractor agrees that:

1. In the hiring of employees for the performance of work under this Contract or any subcontract hereunder, neither the Contractor, any Subcontractor, nor any person acting on behalf of the Contractor or Subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry or handicap, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;

2. Neither the Contractor, Subcontractor, nor any person on their behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, religion, color, sex, national origin or ancestry, or handicap;

3. There may be deducted from the amount payable to the Contractor by the Owner, under this Contract, a penalty of five dollars ($5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of these nondiscrimination provisions; and

4. This Contract may be canceled or terminated by the Owner, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of these nondiscrimination provisions.

R. **American Steel.** To the extent that the Contractor's performance of the Work entails the use of purchase of steel products (as defined in I.C. §5-16-8-1, as amended from time to time), then Contractor warrants that only steel products made in the United States shall be used or supplied in the performance of the Contract and in the performance of any subcontracts.

S. **Open Competition**. Where in these Specifications one or more certain materials, trade names, or articles of certain manufacture are mentioned, it

is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Other names or materials can be used, if in the opinion of the Architect they are equal in durability and efficiency to those mentioned and of a design in harmony within the work as outlined and the Architect gives written approval of a substitution before the articles and material are ordered by the Contractor.

Article 14 Dispute Resolution.

A. Mediation. The parties shall endeavor to resolve their claims by mediation which, if the parties mutually agree, shall be administered by the Indiana Rules for Alternative Dispute Resolution in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Noblesville, Indiana, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

B. Litigation. In the event of any litigation between the Owner and Contractor that arises out of or relates to this Agreement or the Project, the Owner in such litigation shall be entitled to recover its attorneys' fees incurred in the litigation and includes attorneys' fees incurred in the collection or enforcement of any judgment. The parties agree that the exclusive and sole venue for any claim arising out of or relating to the Contract shall be any court of competent jurisdiction located in Hamilton County, Indiana.

IN WITNESS WHEREOF, Owner and Contractor have signed five (5) copies of this Agreement. One counterpart each has been delivered to Owner, Contractor and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or identified by Engineer on their behalf.

IN WITNESS WHEREOF, the parties hereto set their hand on the dates below written:

OWNER:
BOARD OF PUBLIC WORKS AND SAFETY
CITY OF NOBLESVILLE

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

Date: 1-23-2024

CONTRACTOR:
United Construction Services, LLC

BY: _____

Printed Name: Brandon Buck

Title: President

Date: 1/12/2024

CITY OF NOBLESVILLE, INDIANA

APPENDIX A

Project Description

PROJECT: 10th Street Sewer Realignment Project

WORK: This project includes the realignment of an 8-inch sewer located east of 10th Street. The work starts north of the Hamilton County Highway Department (1700 S 10th St, Noblesville, IN 46060) and terminates at just north of Noble Auto Service (1372 S 10th St, Noblesville, IN 46060) for a total length of 850 linear feet.

DESIGN BY: HWC Engineering
135 N Pennsylvania Avenue, Suite 2800
Indianapolis, IN 46204

CITY OF NOBLESVILLE, INDIANA

Appendix B

Enumeration of Contract Documents

1. This Agreement (pages A-1 to A-25, inclusive).
2. Addenda issued prior to receipt of bid proposals, whether or not receipt thereof has been acknowledged by Contractor in its Proposal numbers 1 to 3 inclusive.
3. Drawings, consisting of a cover sheet and sheets numbered G1 through DT1, inclusive.
4. Specifications, consisting of all sections listed in Table of Contents thereof with the general title:
   a. Contract Information Book for 10th Street Sewer Realignment City Project Number: 030.2205
5. The Additional Requirements;
6. Contractor's Itemized Proposal and Declarations (pages B-1 to B-37, inclusive);
7. General Conditions (pages G-1 to G-67, inclusive);
8. Special Conditions (w/ Underground Facilities); and
9. All other documents defined as Contract Documents in any of the above listed documents.

CITY OF NOBLESVILLE, INDIANA

APPENDIX C

Scope of Work and Locations (the "Work")

Description of Work: This project includes the realignment of an 8-inch sewer located east of 10th Street. The work starts north of the Hamilton County Highway Department (1700 S 10th St, Noblesville, IN 46060) and terminates at just north of Noble Auto Service (1372 S 10th St, Noblesville, IN 46060) for a total length of 850 linear feet.

A mandatory alternate bid is included for this project that removes 377 linear feet of directional drilling and requires all 8-inch sanitary sewer be installed via open cutting.

CITY OF NOBLESVILLE

E-VERIFY AFFIDAVIT

Pursuant to Ind. Code 22-5-1.7-11, the Contractor entering into the Agreement with the City of Noblesville 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 and unauthorized alien. The undersigned further affirms that, prior to entering into its Agreement with the City of Noblesville, 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): United Construction Services, LLC

By (Written Signature) _____

(Printed Name): Brandon Buck

(Title): President

Important – Notary Signature and Seal Required in the Space Below

STATE OF Indiana

SS: _____

COUNTY OF Madison

Subscribed and sworn to before me this 28th day of November, 2023

My commission expires: March 2, 2031 (Signed): _____

Residing in Delaware County, State Indiana

3801237

TERESA L SMITH
Notary Public, State of Indiana
Delaware County
Commission Number NP0747234
My Commission Expires
March 2, 2031

CITY OF NOBLESVILLE, INDIANA

APPENDIX E

Contractor's Itemized Bid Proposal

Client#: 19976 UNITCON

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/12/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MJ Insurance, Inc.
(dba The MJ Companies)
PO Box 3430
Carmel, IN 46082-3430

CONTACT NAME: The MJ Companies
PHONE (A/C, No, Ext): 317 805-7542 FAX (A/C, No): 317 805-7515
E-MAIL ADDRESS: certificate@mjinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Amerisure Insurance Company	19488
INSURER B : Amerisure Mutual Insurance Co.	23396
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
United Construction Services, LLC
347 S Broadway St
Pendleton, IN 46064

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	CPP2116879	03/01/2023	03/01/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y		CA2116878	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X PHYS DAMAGE			COMP/COLL DEDS:	$1,000			$
B	X UMBRELLA LIAB X OCCUR	Y	Y	CU2116881	03/01/2023	03/01/2024	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	WC2116882	03/01/2023	03/01/2024	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory In NH)	N / A		3A STATES INCL:	IN		E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			3C STATES EXCL:	ND OH WA	WY	E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
B	RENTED/LEASED EQUIPMENT			IM2116880	03/01/2023	03/01/2024	LIMIT: $300,000	
	INSTALLATION FLTR					DED: $500	DED: $1,000 / LIMIT: $100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The additional insured and waiver of subrogation boxes above are marked based on the policy information shown below.

The Certificate Holder and others as defined in the written agreement and the General Liability additional insured endorsement CG7324 3/23 (see attached endorsement) and Automobile Liability endt CA7115 11/09 are (See Attached Descriptions)

CERTIFICATE HOLDER

City of Noblesville
16 South 10th Street
Noblesville, IN 46060

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

included as additional insured subject to the terms, conditions and exclusions on the policy(ies).

Waiver of Subrogation applies to the Certificate Holder and others as defined in the written agreement and the General Liability endorsement CG7049 04/17, Umbrella Liability endt CU2403 12/20, and Workers Compensation per endt WC000313 subject to the terms, conditions and exclusions on the policy(ies) as permitted by law, when required by written contract.

Primary & Noncontributory applies to the Certificate Holder and others as defined in the written agreement and the General Liability endorsement CG7324 3/23, Automobile Liability endt CA7165 09/11, and Umbrella Liability endt CU7467 03/23 subject to the terms, conditions and exclusions on the policy(ies).

Umbrella coverage extends over General Liability, Automobile Liability, and Employers Liability and is form following in regard to Additional Insured as defined by endorsement CU0001 04/13 and subject to the policy terms, conditions and exclusions on the policy.

RE: C.03 Agreement - Project: 10th Street Sewer Realignment

HOLDER CONTINUED: Board of Public Works and Safety, City of Noblesville (Owner) and Contractor; Contractors subcontractors and sub-subcontractors; Owner

Owner/ Consultant Engineer:
Chris Franz, PE / HWC Engineering
135 N Pennsylvania Street
Indianapolis, IN 46204

Project Engineer :
Jim Hellmann, PE

Contractor:
United Construction Services, LLC
347 S Broadway Street
Pendleton, IN 46064

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT – FORM A

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number	**Agency Number**	**Policy Effective Date**
Policy Expiration Date	**Date**	**Account Number**
Named Insured	**Agency**	**Issuing Company**

1. **a.** **SECTION II - WHO IS AN INSURED** is amended to add as an additional insured any person or organization:

   (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or

   (2) Who is named as an additional insured under this policy on a certificate of insurance.

   b. The written contract, written agreement, or certificate of insurance must:

   (1) Require additional insured status for a time period during the term of this policy; and

   (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.

   c. If, however:

   (1) "Your work" began under a letter of intent or work order; and

   (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and

   (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;

   we will provide additional insured status as specified in this endorsement.

2. The insurance provided under this endorsement is limited as follows:

   a. That person or organization is an additional insured only with respect to liability caused, in whole or in part, by:

   (1) Premises you:

   (a) Own;

   (b) Rent;

   (c) Lease; or

   (d) Occupy;

   (2) Ongoing operations performed by you or on your behalf. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

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(a) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or

(b) That portion of "your work" out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.

(3) Completed operations coverage, but only if:

(a) The written contract, written agreement, or certificate of insurance requires completed operations coverage or "your work" coverage; and

(b) This coverage part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

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

b. If the written contract, written agreement, or certificate of insurance:

(1) Requires "arising out of" language; or

(2) Requires you to provide additional insured coverage to that person or organization by the use of either or both of the following:

(a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01; or

(b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

then the phrase "caused, in whole or in part, by" in paragraph **2.a.** above is replaced by "arising out of".

c. If the written contract, written agreement, or certificate of insurance requires you to provide additional insured coverage to that person or organization by the use of:

(1) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13; or

(2) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13; or

(3) Both those endorsements with either of those edition dates; or

(4) Either or both of the following:

(a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 without an edition date specified; or

(b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 without an edition date specified;

then paragraph **2.a.** above applies.

d. Premises, as respects paragraph **2.a.(1)** above, include common or public areas about such premises if so required in the written contract or written agreement.

e. Additional insured status provided under paragraphs **2.a.(1)(b)** or **2.a.(1)(c)** above does not extend beyond the end of a premises lease or rental agreement.

f. The limits of insurance that apply to the additional insured are the least of those specified in the:

(1) Written contract;

(2) Written agreement;

(3) Certificate of insurance; or

(4) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

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g. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:

(1) The preparing, approving, or failing to prepare or approve:

(a) Maps;

(b) Drawings;

(c) Opinions;

(d) Reports;

(e) Surveys;

(f) Change orders;

(g) Design specifications; and

(2) Supervisory, inspection, or engineering services.

h. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph **4. Other Insurance** is deleted and replaced with the following:

4. Other Insurance.

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

a. Primary;

b. Excess;

c. Contingent; or

d. On any other basis;

but if the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the coverage provided under this CG 70 48 endorsement does not apply except for paragraph **2.h. Other Insurance.** Additional insured status is limited to that provided by CG 20 10 11 85 shown below and paragraph **2.h. Other Insurance** shown above.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

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j. The insurance provided by this endorsement does not apply to any premises or work for which the person or organization is specifically listed as an additional insured on another endorsement attached to this policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S BLANKET FLEX ADDITIONAL INSURED ENDORSEMENT – FORM A

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number	**Agency Number**	**Policy Effective Date**
Policy Expiration Date	**Date**	**Account Number**
Named Insured	**Agency**	**Issuing Company**

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

1. Any person ororganization with whom you have agreed in a "written agreement" that such person or organization be added as an additional insured on this policy, and any other person or organization you are required to add as an additional insured under such "written agreement".

2. If "your work" began under a written letter of intent or written work order, any person or organization who issued the written letter of intent or written work order, but:

   a. such coverage will apply only for 30 calendar days following the date the written letter of intent or written work order was issued; and

   b. the person or organization is an additional insured only for, and to the extent of, liability arising out of "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your negligent acts or omissions, or the negligent acts or omissions of others working on your behalf, in the performance of your work as specified in the written letter of intent or written work order. This coverage does not apply to liability arising out of the independent acts or omissions of the additional insured.

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

1. requires you to include a person or organization as an additional insured for a period of time during the policy period; and

2. is executed prior to the occurrence of "bodily injury", "property damage", or "personal and advertising injury" that forms the basis for a claim under this policy.

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

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

1. If the "written agreement" specifically and exclusively requires you to name the person or organization as an additional insured using the ISO CG 20 10 endorsement with edition dates of 11 85 or 10 01, or the ISO CG 20 37 10 01 endorsement, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" for that insured by or for you.

2. If the "written agreement" requires you to name the person or organization as an additional insured using the ISO CG 20 10 and or CG 20 37 endorsements without specifically and exclusively requiring the 11 85 or 10 01 edition dates, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

3. If the "written agreement" requires you to name the person or organization as an additional insured for operations arising out of your work and does not specify an ISO additional insured endorsement, that person or organization is an additional insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" arising out of your acts or omissions, or the acts or omissions of others working on your behalf, in the performance of your work as specified in the "written agreement". This coverage does not apply to liability arising out of the sole negligence of the additional insured unless specifically required in the "written agreement".

4. If none of the above paragraphs apply, then the person or organization is an additional insured only for, and to the extent of, liability arising out of "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your negligent acts or omissions, or the negligent acts or omissions of others working on your behalf, in the performance of your work as specified in the "written agreement". This coverage does not apply to liability arising out of the independent acts or omissions of the additional insured.

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

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

1. "Bodily injury" or "property damage" included in the "products-completed operations hazard" unless the "written agreement" specifically requires such coverage (including by specifically requiring the CG 20 10 11 85). To the extent the "written agreement" requires such coverage for a specified amount of time, the coverage provided by this endorsement is limited to the amount of time required for such coverage by the "written agreement".

2. "Bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:

a. The preparing, approving, or failing to prepare or approve:
(1) Maps;
(2) Drawings;
(3) Opinions;
(4) Reports;
(5) Surveys;
(6) Change orders;

(7) Design specifications; and

b. Supervisory, inspection, or engineering services.

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

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

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

4. **Other Insurance.**

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

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

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

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

b. Method of Sharing

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

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

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THE CITY OF NOBLESVILLE EST. 1823

FINANCE & ACCOUNTING

Funding Verification/Encumbrance Request Form

Date to be submitted to BoW/Park Board: 1/23/24 *(put N/A if not submitting to BoW/Park Board)*

Vendor name: United Construction Services, LLC

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Vendor Address: 347 S Broadway St, Pendleton, IN 46064

Brief description of purchase: Construction services for 10th St. Sewer Extension

Source of Funding:

Current Year Operational Budget

Subsequent Year Operational Budget[1]

Funding not yet finalized (attach explanation)[2]

Loan or debt proceeds

Non-Appropriated Fund[3]

Fund #		301
Department #		304
Project # *(NA if no project #)*		030.2205
	Expense Object #	**Amount**
#1	413.200	231,500.00
#2		
#3		

1) ***This option may only be selected AFTER the adoption of the subsequent year budget.*** *OFA will create a PO after the start of the next year. If contract details change in between form submission and the start of the year, contact OFA Staff.*
2) *This option may only be selected in unusual circumstances. An additional FVF will need to be submitted to OFA once funding source has been determined. OFA will not create a PO until this follow-up form has been submitted.*
3) *These funds are not appropriated through the annual budget process. They include but are not limited to grant funds and impact fee funds.*

Are you requesting that a Purchase Order (PO) be created for this expenditure?

☑ Yes *Select for all purchases/contracts that will not be paid immediately*

☐ No *Select ONLY if department plans to initiate payment immediately*

The Department certifies that sufficient appropriation authority exists in the stated fund and expense series to obligate the expense for future payment.

Department Director

Jonathan Mirgeaux Digitally signed by Jonathan Mirgeaux DN: C=US, E=jmirgeaux@noblesville.in.us, O=City of Noblesville, OU=Noblesville Utilities, CN=Jonathan Mirgeaux Date: 2024.01.16 10:05:10-05'00'

(Signature)

Jonathan Mirgeaux

(Printed Name)

1/16/24

(Date)

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

FOR OFFICE OF FINANCE AND ACCOUNTING USE ONLY

OFA Action Taken

☐ **Purchase Order Created** **PO # (if applicable):** 240052

☑ **Reviewed Availability of funds** *(Contract/Purchase of over $50k or paid with debt proceeds only)*

OFA Signature Ian Zelgowski Digitally signed by Ian Zelgowski Date: 2024.01.16 13:42:50 -05'00'

☐ **No Action Taken** *(Department should still include this form in purchase/contract approval submission)*

Comments:

Initials: HT Date: 1/16/24

Installed by the CITY OF NOBLESVILLE-2013

PURCHASE ORDER
CITY OF NOBLESVILLE
16 SOUTH 10TH STREET STE 270

NOBLESVILLE IN 46060
PHONE: 317-776-6328
FAX: 317-776-6369

Form 98 (Rev. 1998)

PAGE: 1

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 0031216070010

FEDERAL EXCISE TAX EXEMPT
356001141

PURCHASE ORDER NO. 240052

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

SHIP TO:

TO
VENDOR # 14
UNITED CONSTRUCTION SERVICES LLC
347 S BROADWAY ST
PENDELTON IN 46064

ATTN:

DATE	DEPARTMENT	SHIP TO ARRIVE BY
01/16/2024		

APPROPRIATION NUMBER	QUANTITY	UNIT	DESCRIPTION	PROJECT #	UNIT PRICE	AMOUNT
301304413.200	1.0		CONSTRUCTION SERVICES FOR 10TH ST SEWER	030.2205	231500.00	231500.00

	SHIP VIA	WW	TOTAL	231500.00

SHIPPING INSTRUCTIONS

* SHIP PREPAID
* C.O.D. SHIPMENTS CANNOT BE ACCEPTED
* PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS.
* THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENTAL THERETO.

PAYMENT

* A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED.
* I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY Jeffrey T. Spalding

TITLE CONTROLLER

ORIGINAL - VENDOR'S COPY