



# Board of Public Works and Safety

## Agenda Item

## Cover Sheet

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**MEETING DATE:** September 10, 2024

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

**ITEM #:** 8

**INITIATED BY:** Kristyn Parker

- Information Attached
- Bring Paperwork from Previous Meeting
- Verbal
- No Paperwork at Time of Packets



**TO:** Board of Public Works  
**FROM:** Kristyn Parker, Project Coordinator, Utilities Department  
**SUBJECT:** Approval of purchase and installation and garage doors and opener  
**DATE:** August 13, 2024

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Noblesville Utilities is requesting approval for the purchase and installation of two overhead garage doors and one garage opener for the East Garage building at the Wastewater Plant. The current garage doors are corroded and one of the openers has stopped working.

We obtained three quotes for the requested work, of which Overhead Door Co. of Indianapolis had the lowest, most responsive quote at \$28,900.00

Overhead Door Co. of Indianapolis	\$28,900.00
Robert Dietrick Company	\$47,775.21
Midwest Garage Door Systems, Inc.	\$36,705.00

Utilities recommends approval of the purchase and installation of the garage doors and opener from Overhead Door Company of Indianapolis. Thank you for your consideration.



## SERVICES AGREEMENT

This Services Agreement (hereinafter referred to as "Agreement"), entered into by and between the **City of Noblesville, Indiana, a municipal corporation** (hereinafter referred to as "City") and **Garage Door Systems LLC (dba Overhead Door Co of Indianapolis)** \_\_\_\_\_ (hereinafter referred to as "Contractor"), and its successors and assigns, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

### SECTION I. INTERPRETATION AND INTENT

- 1.1 The "Agreement", as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include this Services Agreement and the **Exhibit A** attached hereto, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.
- 1.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.
- 1.3 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.
- 1.4 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City's representatives having drafted all or any portion of this Agreement.
- 1.5 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

### SECTION II. DUTIES OF CONTRACTOR

- 2.1 Contractor shall provide services as specified in **Exhibit A**, attached hereto and incorporated into this Agreement.

### SECTION III. TERM

- 3.1 The term of this Agreement shall begin upon execution and terminate \_\_\_\_\_ December 31, 2025 \_\_, ("Termination Date") unless terminated earlier in accordance with this Agreement.

### SECTION IV. COMPENSATION

- 4.1 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in Exhibit A. Compensation shall not exceed      \$28,900.
- 4.2 Funding for a multi-year agreement is not guaranteed. All of the City's obligations under this Agreement shall be subject to annual appropriation and shall not constitute a general obligation or indebtedness of the City.

## SECTION V. GENERAL PROVISIONS

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

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

5.6 Insurance.

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

A. Commercial General Liability

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

B. Auto Liability

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

C. Workers Compensation and Employer's Liability

As required by Indiana law.

D. Professional/Errors & Omissions Liability

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

\$2,000,000 Aggregate

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

5.7 Termination for Cause or Convenience.

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

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

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

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

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

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

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

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

To Contractor:  
Garage Door Systems \_\_\_\_\_  
Dba Overhead Door Co of Indianapolis  
8811 Bash St  
Indianapolis, IN 46256 \_\_\_\_\_

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

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

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

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

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

5.13 Conflict of Interest.

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

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

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

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

5.16 Applicable Laws; Forum.

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

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



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

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

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

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

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

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

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

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

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

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

Overhead Door Indpt ("Contractor")

By: [Signature]

Date: 8/27/24

Printed: Don Rindler

Title: Comm Dir. Hqs

City of Noblesville

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

Date: \_\_\_\_\_

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

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

All of which is approved by the Board of Public Works and Safety of the City of Noblesville this  
\_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
JACK MARTIN, PRESIDENT

\_\_\_\_\_  
JOHN DITSLEAR, MEMBER

\_\_\_\_\_  
LAURIE DYER, MEMBER

\_\_\_\_\_  
ROBERT J. ELMER, MEMBER

\_\_\_\_\_  
RICK L. TAYLOR, MEMBER

ATTEST:

\_\_\_\_\_  
EVELYN L. LEES, CLERK  
CITY OF NOBLESVILLE, INDIANA

**The Genuine. The Original.**



August 21, 2024

City of Noblesville, Indiana  
Contractor Address

Re: Addendum

To Whom It May Concern:

As part of a nationwide company policy, our parent company has reviewed our contract and asked that we make a couple changes.

Item 1 of our addendum clarifies we will not be required to carry professional liability insurance. Our company performs no design, architectural, or any other services that would be covered by a professional liability policy. That being the case, we do not carry professional liability insurance.

Item 2 tailors our obligations of indemnity and defense to the same extent as that found in industry standard contracts like the A201-2007 General Conditions of the Contract for Construction or the A401 – 2007 Standard Form of Agreement Between Contractor and Subcontractor [both drafted by the American Institute of Architects]. Specifically, it ensures we are responsible for the full extent of any liabilities caused by our organization or by anyone acting on our behalf.

The changes made by our addendum clarify our intentions and help ensure the integrity of our agreement. In an effort to expedite the contract review process, we have attached a signed addendum to our signed contract. However, we are willing to make these revisions by any other means you may prefer.

Feel free to contact me with any questions you may have.

Sincerely,



Daniel Szolis  
General Manager  
Overhead Door Company of Indianapolis

**ADDENDUM**

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This Addendum (hereinafter "Addendum") amends the attached Services Agreement (hereinafter "Agreement") made between City of Noblesville, Indiana (hereinafter "City") and Overhead Door Co. of Indianapolis dba Garage Door Systems, LLC (hereinafter "Contractor").

Notwithstanding anything contained in the Agreement to the contrary (including but not limited to any provision purporting to void or render this Addendum ineffective): a) this Addendum is effective the same day as the aforementioned Agreement; b) this Addendum does amend the aforementioned Agreement; and c) in the event of a conflict between any term(s) in this Addendum and any term(s) in the Agreement, the term(s) in this Addendum shall control.

1. This Addendum amends the language from **Section 5.6(D)** as follows with the text containing strikethrough (~~strikethrough~~) deleted; the text underlined (underlined) added; and any text omitted for brevity (... or ....) remaining in full force and effect:

"D. Professional/Errors & Omissions Liability (but only if Contractor is providing any design, architectural, or any other services that would be covered by a professional liability policy)  
..."

2. This Addendum amends **Section 5.9** by adding the following language to the end of that Section:

"Notwithstanding anything contained in this Agreement to the contrary, Subcontractor's defense, indemnification, additional insured and hold harmless obligations under this Agreement shall apply to the extent, and only to the extent, any claims, damages, losses, expenses, fees, costs or expenses mentioned in this Agreement (for the purposes of this paragraph, hereinafter called "Claim" or "Claims") are caused in whole or in part by any negligent act or omission of, or breach of an obligation by, the Subcontractor, the Subcontractor's sub-subcontractors, or anyone directly or indirectly employed by them, regardless of whether or not such Claim is caused in part by a party indemnified hereunder. By way of example, should a Claim arise for which Subcontractor is 95% at fault and a party indemnified hereunder, or any other party not controlled by or in any way related to Subcontractor, is 5% at fault Subcontractor's defense, indemnification, hold harmless, and additional insured obligations shall extend only to 95% of the Claim. In the event Subcontractor defends against a Claim and/or pays defense costs in excess of its proportionate share of fault Subcontractor shall be reimbursed in an amount equal to such excess payments made or costs incurred."

The Agreement made between City and Contractor is attached and made a part of this document.

**Contractor:**

Overhead Door Co. of Indianapolis dba  
Garage Door Systems, LLC

Signed: \_\_\_\_\_

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

Date: \_\_\_\_\_

**City:**

City of Noblesville, Indiana

Signed: \_\_\_\_\_

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

Date: \_\_\_\_\_

# IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED AND PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

### SCHEDULE

#### Designated Person(s) or Organization(s):

All persons or organizations where required by contract or agreement.

- A. SECTION II – COVERED AUTOS LIABILITY COVERAGE**, paragraph **1. Who Is An Insured** is amended to include the person(s) or organization(s) shown in the above Schedule as an additional "insured", but only with respect to "accidents" arising out of your work while being performed for such person(s) or organization(s).
- B.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This policy's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to the "insured" person(s) or organization(s) shown in the above Schedule provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Installed Building Products, Inc.

**Endorsement Effective Date:** 10/01/2023

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

All persons or organizations as required by contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations as required by contract or agreement	The locations as specified in the contracts or agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**E-Verify Affidavit**

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

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

(Contractor): Garage Door Systems dba Overhead Door of Indpls  
By (Written Signature): [Signature]  
(Printed Name): Don Brindler  
(Title): Commercial Div. Mgr.

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

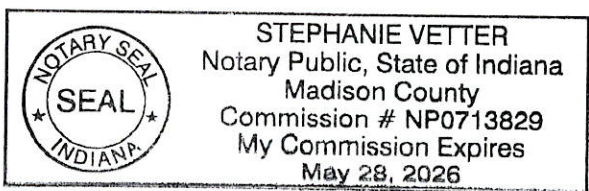
STATE OF IN  
COUNTY OF Marion

SS:

Subscribed and sworn to before me this 17<sup>th</sup> day of August, 2024.

My commission expires: 5-28-2024 (Signed) [Signature]

a. Residing in Madison County, State of INDIANA





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/13/2024

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

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

<b>PRODUCER</b> Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> COI Service Desk														
	<b>PHONE (A/C No, Ext):</b> 614-727-1375	<b>FAX (A/C, No):</b>													
	<b>E-MAIL ADDRESS:</b> COIServiceDesk@installed.net														
	<table border="0" style="width:100%"> <tr> <td style="text-align: center; width: 70%;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: center; width: 30%;"><b>NAIC #</b></td> </tr> <tr> <td><b>INSURER A:</b> Old Republic Insurance Company</td> <td style="text-align: center;">24147</td> </tr> <tr> <td><b>INSURER B:</b> American Guarantee and Liability Insurance</td> <td style="text-align: center;">26247</td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	<b>INSURER A:</b> Old Republic Insurance Company	24147	<b>INSURER B:</b> American Guarantee and Liability Insurance	26247	<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>
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<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															

**COVERAGES** CERTIFICATE NUMBER: W34465128 REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			MWZY 314253 23	10/01/2023	10/01/2024	EACH OCCURRENCE	\$ 5,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
							MED EXP (Any one person)	\$ 10,000	
							PERSONAL & ADV INJURY	\$ 5,000,000	
	GENL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 10,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 10,000,000	
OTHER:				\$					
A	<b>AUTOMOBILE LIABILITY</b>			MWTB 314252 23	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000	
	<input checked="" type="checkbox"/> ANY AUTO	Y	Y				BODILY INJURY (Per person)	\$	
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)	\$
									\$
					\$				
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>			AUC 9314206-12	10/01/2023	10/01/2024	EACH OCCURRENCE	\$ 10,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE	\$ 10,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	<input type="checkbox"/> CLAIMS-MADE						\$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			MWC 314250 23	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below	No	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Noblesville Utilities is named as Additional Insured as respects to General Liability and Automobile Liability coverage as required by written contract

General Liability insurance applies on a Primary & Non-Contributory basis.

Auto Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be

<b>CERTIFICATE HOLDER</b>  City of Noblesville Utilities Attn : Jonathan Mirgeaux 197 Washington St Noblesville, IN 46060	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--



### ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED .Garage Door Systems, LLC dba Overhead Door - Indianapolis	
POLICY NUMBER See Page 1		8811 Bash St Indianapolis, IN 46256	
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

purchased by Additional Insured.

General Liability and Automobile Liability coverages includes a Waiver of Subrogation in favor of City of Noblesville Utilities where permitted by law.

Waiver of Subrogation applies in favor of City of Noblesville Utilities with respects to Workers Compensation as permitted by law

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

**INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 0031216070010**

**FEDERAL EXCISE TAX EXEMPT  
356001141**

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

**PURCHASE ORDER NO. 240259**

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

**SHIP TO:**

**TO**  
**VENDOR # 8682  
 THE OVERHEAD DOOR CO OF  
 INDIANAPOLIS  
 PO BOX 50648  
 INDIANAPOLIS IN 46250**

**ATTN:**

<b>DATE</b> 07/25/2024		<b>DEPARTMENT</b> UTILITIES		<b>SHIP TO ARRIVE BY</b>		
<b>APPROPRIATION NUMBER</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>DESCRIPTION</b>	<b>PROJECT #</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
330034424.100	1.0		2 GARAGE DOORS AND ONE GARAGE DOOR		28900.00	28900.00

<b>SHIP VIA</b>	<b>TOTAL</b> 28900.00
-----------------	--------------------------

**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 \_\_\_\_\_  
 TITLE \_\_\_\_\_ CONTROLLER \_\_\_\_\_

**ORIGINAL - VENDOR'S COPY**

## Funding Verification/Encumbrance Request Form

Date to be submitted to BoW / Park Board: 8/13/23 (put N/A if not submitting to BoW/Park Board)

Vendor name: The Overhead Door Company Co. of Indiana 8682

Vendor Address: 8811 Bash Street, Indianapolis, IN 46256

Brief description of purchase: 2 garage doors and one garage door opener

**Source of Funding:**

- Current Year Operational Budget
- Subsequent Year Operational Budget <sup>1</sup>
- Loan or debt proceeds
- Non-Appropriated Fund
- Funding not yet finalized (attach explanation) <sup>2</sup>:

1) Note: 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.

Fund #	330
Department #	034
Project # (NA if no project #)	NA

	Expense Object #	Amount
#1	424.100	\$ 28,900.00
#2		
#3		
#4		
#5		

**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: cn=J.Mirgeaux@noblesville.in.us, o=City of  
 Noblesville, ou=Noblesville Utilities, cn=Jonathan Mirgeaux  
 Date: 2024.07.25 11:27:02 -0400  
 (Signature)

Jonathan Mirgeaux 7/25/24  
 (Printed Name) (Date)

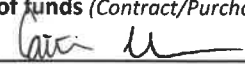
Please email completed form to [OFAbudget@noblesville.in.us](mailto:OFAbudget@noblesville.in.us).

**FOR OFFICE OF FINANCE AND ACCOUNTING USE ONLY**

**OFA Action Taken**

Purchase Order Created PO # (if applicable): 240259

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

OFA Signature: 

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

Comments: \_\_\_\_\_

Initials: CM Date: 7/25/24

**Garage Door Systems LLC**

dba Overhead Door Co of Indianapolis  
 Phil Lehr  
 Commercial Sales Representative  
 Ph: 317-508-6969 Fax: 317-570-3735  
 e-mail: phil.lehr@installed.net

8811 Bash St.  
 Indianapolis, IN 46256  
 Main Office: 317-842-7444  
 Toll Free: 800-578-5556  
 website: www.myohd.com

The Genuine. The Original.



Proposal #: 7-48096  
 Q 56432

PROPOSAL SUBMITTED TO: Noblesville Waste Water				Date 7/12/2024		Attention Scott Mitchell			
STREET 197 Washington St				Job Name Noblesville Waste Water					
City Noblesville		State IN	ZipCode 46060		Job Location Noblesville				
Phone Number 317-605-3448			Fax Number			Job Phone 317-605-3448			
ITEM #	QTY	SERIES	DOOR WIDTH	DOOR HEIGHT	OPENING WIDTH	OPENING HEIGHT	OPERATION	HEAD ROOM	JAMB TYPE
2	2	625	11' 5"	14' 0"	11' 5"	14' 0"	Electric	"Z" Guides	Steel

**FURNISH AND INSTALL:**

The above sized 625 series rolling door(s) as manufactured by the Overhead Door Corporation. Door standard features to include the following:

Curtain to consist of double interlocking slats with foamed-in-place insulation. Curtain will be provided with malleable iron endlocks on alternate slats. Windlocks will be used as required to meet design wind load, minimum 20 psf. Guides will be three structural steel angles with weatherstripping on exterior side. Brackets will be hot rolled steel plate to support the barrel, counterbalance and hood. Hood will include baffle. Counterbalance will be helical torsion springs housed in a steel pipe and adjustable by means of an external tension wheel. All non-galvanized, exposed, ferrous surfaces will receive one coat of rust inhibitive primer. Curtain to have baked enamel prime finish.

**PROPOSAL TO INCLUDE THE FOLLOWING:**

Item 1 above to feature the following:

- Aluminum insulated curtain
- Bottom bar to be extruded aluminum.
- Finish to be mill aluminum.
- Spring barrel to be galvanized.
- Powder Coat-Black steel guides

Install customer provided operator on one of the 14' doors  
 Provide and install Overhead RHX operator on the other 14' door  
 460 Volts

-Includes wall button station and photo eyes

\*\*\*No special mods on this operator\*\*\*

We hereby propose to complete in accordance with above specification, for the sum of:

**Twenty Eight Thousand Nine Hundred Dollars and No Cents**

**\$28,900.00**

Signature

Phil Lehr  
 Sales Representative

Commercial

Direct Dial: 317-842-7444 x143

**TERMS AND CONDITIONS**

Payment to be made as follows:

Prices subject to change if not accepted in 15 days.

BY OTHERS: Jambs, spring pads, ALL WIRING to motors and low voltage wiring to control stations, unless otherwise stated above, are NOT included. In the event Purchaser breaches or defaults under the terms and provisions of this Agreement, the Purchaser shall be responsible for the costs of collection, including reasonable attorneys' fees. The Seller is entitled to full and final payment from Purchaser upon completion of work and within terms set forth above, regardless of any additional contractual arrangements between Purchaser and a 3rd party ("paid when paid" is overridden by these terms. Agreement is contingent upon strikes, accidents, or delays beyond our control.

ACCEPTANCE: Terms, Price, and specifications on all pages of this proposal are hereby accepted and the work authorized.

Purchaser: \_\_\_\_\_

Signature

Title

Date of Acceptance



# PURCHASE REQUISITION

**Vendor Name** Garage Door Systems LLC dba Overhead Door Co.  
**Address:** 8811 Bash St.  
**City:** Indianapolis **State:** IN **Zip Code:** 46256  
**Contact:** Phil Lehr  
**Phone Number:** (317) 508-6969

**OrderDate:** 19-Jul-24  
**PO#:** ~~8~~ 56780  
**LineItem:** 330-034-424.10C  
**Plant:** x  
**Collections:**  
**Depreciation:**  
**Other:**  
**Approved by:** BW

Quantity	Unit	Description	UnitPrice	Amount
1.00	ea	parts and labor to install two garage doors	\$28,900.00	\$28,900.00

Sole Supplier

<b>Sub Total</b>	\$28,900.00
<b>Shipping</b>	\$0.00
<b>Total</b>	\$28,900.00

**Vendor #2 Cost** \$47,775.21

**Name** Robert Dietrick Company  
**Address** 9051 Technology Drive  
**City** Fishers **State** IN **Zip Code** 46038  
**Contact** Zack King **Phone Number** (708) 921-6088  
**Comments**

**Vendor #3 Cost** \$36,705.00

**Name:** Midwest Garage Door Systems, Inc.  
**Address:** 437 East Stop 18 Road  
**City:** Greenwood **State** IN **Zip Code** 46143  
**Contact:** Austin Miller **Phone Number** (317) 889-9500  
**Comments**

**Purpose or Use** East garage bays 7 & 8. Removal of old doors and hardware. Install two new doors, one new opener, and one existing spare opener.

**Requested By** Brent Walker

**Garage Door Systems LLC**

dba Overhead Door Co of Indianapolis  
 Phil Lehr  
 Commercial Sales Representative  
 Ph: 317-508-6969 Fax: 317-570-3735  
 e-mail: phil.lehr@installed.net

8811 Bash St.  
 Indianapolis, IN 46256  
 Main Office: 317-842-7444  
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The Genuine. The Original.



Proposal #: 7-48096  
 Q 56432

PROPOSAL SUBMITTED TO: Noblesville Waste Water				Date 7/12/2024		Attention Scott Mitchell			
STREET 197 Washington St				Job Name Noblesville Waste Water					
City Noblesville		State IN	ZipCode 46060		Job Location Noblesville				
Phone Number 317-605-3448		Fax Number			Job Phone 317-605-3448				
ITEM #	QTY	SERIES	DOOR WIDTH	DOOR HEIGHT	OPENING WIDTH	OPENING HEIGHT	OPERATION	HEAD ROOM	JAMB TYPE
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 Provide and install Overhead RHX operator on the other 14' door  
 460 Volts

-Includes wall button station and photo eyes

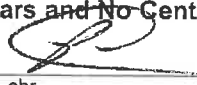
\*\*\*No special mods on this operator\*\*\*

We hereby propose to complete in accordance with above specification, for the sum of:

**Twenty Eight Thousand Nine Hundred Dollars and No Cents**

**\$28,900.00**

Signature

  
 Phil Lehr  
 Sales Representative

Commercial

Direct Dial: 317-842-7444 x143

**TERMS AND CONDITIONS**

Payment to be made as follows:

Prices subject to change if not accepted in 15 days.

BY OTHERS: Jams, spring pads, ALL WIRING to motors and low voltage wiring to control stations, unless otherwise stated above, are NOT included. In the event Purchaser breaches or defaults under the terms and provisions of this Agreement, the Purchaser shall be responsible for the costs of collection, including reasonable attorneys' fees. The Seller is entitled to full and final payment from Purchaser upon completion of work and within terms set forth above, regardless of any additional contractual arrangements between Purchaser and a 3rd party ("paid when paid" is overridden by these terms. Agreement is contingent upon strikes, accidents, or delays beyond our control.

ACCEPTANCE: Terms, Price, and specifications on all pages of this proposal are hereby accepted and the work authorized.

Purchaser: \_\_\_\_\_

Signature

Title

Date of Acceptance

# PURCHASE REQUISTION

**Vendor Name** Garage Door Systems LLC dba Overhead Door Co.  
**Address:** 8811 Bash St.  
**City:** Indianapolis **State:** IN **Zip Code:** 46256  
**Contact:** Phil Lehr  
**Phone Number:** (317) 508-6969

**OrderDate:** 19-Jul-24  
**PO#:** ~~56780~~  
**LineItem:** 330-034-424.100  
**Plant:** x  
**Collections:**  
**Depreciation:**  
**Other:**  
**Approved by:** BW

Quantity	Unit	Description	UnitPrice	Amount
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Sole Supplier

<b>Sub Total</b>	\$28,900.00
<b>Shipping</b>	\$0.00
<b>Total</b>	\$28,900.00

**Vendor #2 Cost** \$47,775.21

**Name** Robert Dietrick Company  
**Address** 9051 Technology Drive  
**City** Fishers **State** IN **Zip Code** 46038  
**Contact** Zack King **Phone Number** (708) 921-6088  
**Comments**

**Vendor #3 Cost** \$36,705.00

**Name:** Midwest Garage Door Systems, Inc.  
**Address:** 437 East Stop 18 Road  
**City:** Greenwood **State** IN **Zip Code** 46143  
**Contact:** Austin Miller **Phone Number** (317) 889-9500  
**Comments**

**Purpose or Use** East garage bays 7 & 8. Removal of old doors and hardware. Install two new doors, one new opener, and one existing spare opener.

**Requested By** Brent Walker



**Zack King**  
Territory Representative

✉ zack.king@rd-co.com  
☎ +1 7089216088  
🌐 www.rd-co.com

**Quote Description:**  
Rolling Steel Doors - Door 18

**QUOTE: QT-404641**

**07/10/2024**

**PREPARED FOR:**  
Noblesville Wastewater Utility  
197 Washington Street  
Noblesville, Indiana 46060, United States

**SEND PURCHASE ORDER TO:**  
Robert Dietrick Company  
9051 Technology Drive  
Fishers, Indiana 46038, United States  
(317) 732-8574  
Zack King  
zack.king@rd-co.com  
+1 7089216088 (mobile)

LINE	PRODUCT DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
1	11' 6" x 14' 0" Aluminum Rolling Steel Door	2	\$20,808.15	\$41,616.29
2	Gear Head Operator	1	\$3,403.67	\$3,403.67
3	5k Fork Lift and (2) 1930 Scissor Lift Rentals	1	\$2,755.25	\$2,755.25

*Freight and Handling*  
*Installation*  
**TOTAL**

Included  
Included  
**\$ 47,775.21**

**Quote Summary:**

- (2) 11' 6" x 14' Rolling Steel Doors
- RDC to remove existing doors and dispose on-site
- RDC to install (2) new Raynor Aluminum Rolling Steel Doors
- RDC to also install new operator that Customer has on-site, as well as one that they have included in this quote
- RDC to wire in to existing power and test operation
- RDC to rent (1) 5k Fork Lift and (2) 1930 Scissor Lifts
- Material ships to site, Customer to off-load
- Normal working hours, Monday-Friday

Quote is valid for 30 days. Thank you for your business!



**Zack King**  
Territory Representative

✉ zack.king@rd-co.com  
☎ +1 7089216088

🌐 www.rd-co.com  
9051 Technology Drive  
Fishers, Indiana 46038  
United States

# TERMS AND CONDITIONS

## Standard Terms:

# Proposal Acceptance

I have read and agree to the terms and conditions

Name: \_\_\_\_\_

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

Date Signed: \_\_\_\_\_

PO#: \_\_\_\_\_

Signature: \_\_\_\_\_

ATTN:

*Proposal*

**MIDWEST GARAGE DOOR SYSTEMS, INC.**

437 East Stop 18 Road  
GREENWOOD, INDIANA 46143  
(317) 889-9500  
FAX (317) 884-3737

PROPOSAL SUBMITTED TO <b>NOBLESVILLE WASTE WATER</b>		PHONE <b>317-605-3448</b>	DATE <b>7-15-24</b>
STREET <b>197 WASHINGTON ST</b>		JOB NAME	
CITY, STATE and ZIP CODE <b>NOBLESVILLE, IN</b>		JOB LOCATION	
ARCHITECT	DATE OF PLANS	FAX	JOB PHONE

We hereby submit specifications and estimates for:

**WE PROPOSE TO PROVIDE LABOR AND MATERIALS TO INSTALL THE FOLLOWING:**

**(1) 11'5"X14' INSULATED ROLLING ALUMINUM DOOR**

FACE OF WALL MOUNT  
MOUNTS TO STEEL JAMBS  
INTERIOR COIL WEATHERED THERMISER  
6F INSULATED SLAT  
18/18 ALUMINUM/ALUMINUM  
MILL FINISH ALUMINUM  
REUSE EXISTING OPERATOR - RIGHT HAND SIDE

**INSTALLED FOR THE SUM OF: \$17,355.00**

**(1) 11'5"X14' INSULATED ROLLING ALUMINUM DOOR**

FACE OF WALL MOUNT  
MOUNTS TO STEEL JAMBS  
INTERIOR COIL WEATHERED THERMISER  
6F INSULATED SLAT  
18/18 ALUMINUM/ALUMINUM  
MILL FINISH ALUMINUM  
MOTOR OPERATION

- RIGHT HAND SIDE
- PHOTO SAFETY SYSTEM

**INSTALLED FOR THE SUM OF: \$19,350.00**

NOTE: PRICES MAY CHANGE WITHOUT NOTICE

NOTE: MOUNTING OF CONTROL BOXES, SUPPLY AND CONTROL WIRING, AND CONDUIT BY OTHERS.

NOTE: MIDWEST GARAGE DOOR SYSTEMS, INC. IS NOT RESPONSIBLE FOR STEEL DOORS SEALING TO BROKEN OR UNLEVEL CONCRETE.

*We Propose* hereby to furnish material and labor – complete in accordance with above specifications, for the sum of: Dollars (\$ SEE ABOVE ),

Payment to be made as follows:

**NET 30 DAYS**

All materials is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practice. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized  
Signature

*AUSTIN MILLER*

AUSTIN MILLER

Note: The proposal may be  
withdrawn by us if not accepted within **\*\*10\*\*** days.

**Acceptance of Proposal** -- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_