



Board of Public Works and Safety

Agenda Item

Cover Sheet

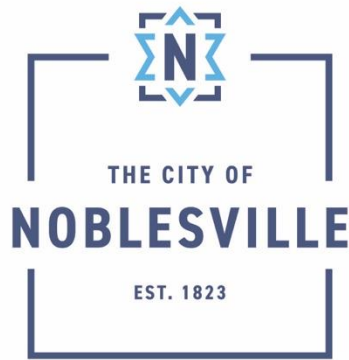
MEETING DATE: February 27, 2024

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

ITEM #: 9

INITIATED BY: Patty Johnson

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



TO: Noblesville Board of Public Works and Safety
FROM: Patty Johnson, Street Commissioner
SUBJECT: Board to Consider Services Agreement for Westside Salt Barn Roof Replacement
DATE: February 8, 2024

Attached you will find three quotes for replacement of the west side salt barn building roof. This building was erected in 2006. Since that time the only work to the roof has been replacement of a small section that was damaged during a storm.

The salt barn currently has a hole in the roof and needs to be replaced while the salt level is low, which it currently is, but won't be for long due to contractual obligations. This item was presented to the Finance Committee on February 8th and they approved the transfer of funds from the 101-025-300 series to the 101-025-400 series to cover this expense.

I recommend approval of the service agreement with Greenfield Contractors in the amount of \$34,623.17. Please feel free to reach out with any questions. Thank you.



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 **Greenfield Contractors LLC** (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 June 30, 2024 (“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 Forty Five Thousand Five Hundred Forty Four and Forty One Cents (\$45,544.41).

- 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:
Greenfield Contractors LLC
1012 N. Santa Fe Avenue, Ste B
Princeville, IL 61559

To City:
City of Noblesville
Attn: Dusty Troutman
1575 Pleasant Street
Noblesville, IN 46060

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

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

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

5.13 Conflict of Interest.

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

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

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

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

5.16 Applicable Laws; Forum.

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

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

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

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

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

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

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

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

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

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

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

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

Greenfield Contractors ("Contractor")

By: 

Date: 2-20-24

Printed: Sean Breese

Title: Sales

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

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 ^{affirmed} 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 agree to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): Greenfield Contractors

By (Written Signature): Sean Breese

(Printed Name): Sean Breese

(Title): Sales

Important - Notary Signature and Seal Required in the Space Below

STATE OF Illinois

SS:

COUNTY OF Stark



Subscribed and ^{affirmed} sworn to before me this 21 day of February, 2024.

My commission expires: January 16, 2008 (Signed) Samuel Levi Ertle

a. Residing in Stark County, State of Illinois



1012 N Santa Fe Ave Ste B
 Princeville IL 61559
 (309) 385-1859

May be withdrawn if not signed
 within 7 days

Contract

FOB	Date	Contract #
Effingham, IL	2/19/2024	05683
Terms	Net 15 - 1.5%/month late fee	

rgulley@noblesville.in.gov

317-776-6348

Bill To	Ship To	Ref #	
Noblesville IN Road Department 1575 Pleasant ST Noblesville IN 46060	Noblesville IN Road Department 1575 Pleasant ST Noblesville IN 46060		
Description	Qty	Rate	Total
Replacement Fabric Cover (Accu-Steel Building) - Existing Building Size 70'x120' with 15' Truss Centers - Cover Termination 1' Below Baseplate - Wall Mount - Mono Sectional Keder Cover - Includes Accu-Steel Main Cover - Keder Track Must Be In Good Condition For Successful Install. Time & Materials Will Be Charged To Customer If Keder Track Needs Replaced - Main Roof Color: _____ White _____ -Roof End Trim Color: _____ White _____ -Includes:Building to be empty - Customer Will Need To Contact Power Company To Disconnect Live Power To Live Line Adjacent TO Building Prior To Greenfield's Arrival -Excludes: Any electrical work or accessories, removal and reinstallation of doors, working over product inside building, protecting contents of building during construction (electrical, offices, etc) *If Nothing is Written Above White is Assumed. Standard Colors Are as Follows: White, Tan/Beige, Dark Blue, Green, and Red -All Covers are Manufactured With Patented Anti-Tear Membrane, are UV Stabilized, and Fungal Resistant -Freight Is Not Included -Tax Is Not Included ***Unloading of Building Materials from Semi by Customer. (Must Have Equipment with Forks capable of lifting up to 2750 lbs)*** -Typical Building Material Delivery in 6-8 Weeks -A drawing will be provided for customer approval to determine exact cover size. Price may be adjusted up or down depending on actual cover dimensions.			45,544.41

Approval of contract includes the eight terms and conditions items listed above.
 Customer Signature:
 Date:

Greenfield Signature

2/19/2024

sbreese@greenfield-contractors.com
 Page 1

Total



1012 N Santa Fe Ave Ste B
 Princeville IL 61559
 (309) 385-1859

May be withdrawn if not signed
 within 7 days

Contract

FOB	Date	Contract #
Effingham, IL	2/19/2024	05683
Terms	Net 15 - 1.5%/month late fee	

rgulley@noblesville.in.gov

317-776-6348

Bill To	Ship To	Ref #
Noblesville IN Road Department 1575 Pleasant ST Noblesville IN 46060	Noblesville IN Road Department 1575 Pleasant ST Noblesville IN 46060	

Description	Qty	Rate	Total
<p>Greenfield Contractors LLC will make every reasonable effort to minimize the time delays.</p> <p>Payment Terms 25% Down Payment 50% Due on Building Delivery 25% Due on Completion Make checks payable to Greenfield Contractors LLC</p> <p>TERMS AND CONDITIONS:</p> <ol style="list-style-type: none"> 1. Builder's Risk insurance provided by others to cover losses due to direct physical loss related to the contract's scope of work. This can be provided for an extra charge. 2. 120 volt 30 amp electrical service brought to jobsite by others. A generator charge of \$20 per day will apply if electrical service is unavailable. 3. Location of private underground utilities by others. 4. Building permits provided by others. 5. Owner to provide level building site. Additional charges will apply for building sites more than 1" out of level. 6. Labor includes one mobilization, un-conditional site access, inside of building and 20' on sides and 30' on ends of buildings of clear, hard and flat surface. 7. Greenfield Contractors LLC reserves the right to re-schedule the installation and charge an additional mobilization if the site is ill prepared. 8. Customer to dispose of remaining construction debris left by construction crew. 9. Customer is responsible for protecting the contents of the building during the project duration. 			0.00

Approval of contract includes the eight terms and conditions items listed above.
 Customer Signature:
 Date:

Greenfield Signature

2/19/2024

sbrcese@greenfield-contractors.com
 Page 2

Total	\$45,544.41
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Corporate
 703 Hebron Avenue, Floor 3, Glastonbury, CT 06033
 p: 1.860.760.0046 • f: 1.888.958.1393 • www.clearspan.com



Customer ID: 6000573
 Quote Number: 1112810

QUOTE

Sourcewell Contract #: 071223-CSS
 110822-CSS

Page: 1 of 2

<p>Quote To:</p> <p>CITY OF NOBLESVILLE 1575 PLEASANT ST NOBLESVILLE IN 46060-3635 UNITED STATES</p> <p>Phone: 0</p> <p>Sales Person: BRAD WILLIAMS Fax: 860-760-0210 BWILLIAMS@CLEARSPAN.COM</p>	<p>Ship To:</p> <p>CITY OF NOBLESVILLE 1575 PLEASANT ST NOBLESVILLE, IN 46060-3635</p> <p>Date: 12/20/2023 Valid for 10 Days</p> <p>Quote Total 51,725.43</p>
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Labor estimate for recover work to be performed on an open web truss building. The building is 70x120. Our crew will be expected to remove and replace the roof cover and one end wall cover. The roof cover will be converted from a single cover to two new covers. The interior and exterior of the building are expected to be free and clear for crew and equipment access.

Installation Assumptions: Full site access for crew and equipment, Open site free from obstructions, No foundation work included in estimate, Sufficient room on site to unload and stage materials, Standard wages and working hours expected.

Line	Part	Description	Expected Qty	Unit Price	Ext. Price	<i>USD</i>
1	100107	ALL NEW 70X120 MAIN COVER AND END PANEL MATERIALS 20 YEAR WARRANTY	1.00	25,000.00	25,000.00	
2	700000	STANDARD WAGE LABOR TO REMOVE AND INSTALL COVERS AND END PANEL (includes site visit prior to manufacturing to measure and inspect building)	1.00	25,150.00	25,150.00	

QUOTE - Miscellaneous Charge -	
Description	Ext. Price
1.) Freight	1,575.43

Proposal reflects Sourcewell Pricing. Only available through the purchasing CoOp. PO must state Sourcewell contract # to qualify.



Corporate
703 Hebron Avenue, Floor 3, Glastonbury, CT 06033
p: 1.860.760.0046 • f: 1.888.958.1393 • www.clearspan.com



Customer ID: 6000573
Quote Number: 1112810

QUOTE

Sourcewell Contract #: 071223-CSS
110822-CSS

Page: 2 of 2

Please Note:

**Additional Sales Tax will apply for materials and installation if the project is not tax exempt.*

**Freight Rate shown is estimated. Buyer is responsible for final freight charges that are calculated at time of shipment*

**Anchor Hardware not included for Designed and Engineered Structures unless listed on the quote. Customer may provide the anchor bolts or ClearSpan will quote them once engineering is completed*

Lines Total	50,150.00
Line Miscellaneous Charges	0.00
Quote Miscellaneous Charges	1,575.43
Quote Total	51,725.43



Exclusions – Items not included, but may apply to overall project:

- Architectural and Civil Engineering
- Foundation structural engineering, including but not limited to anchor bolt design and embedment details
- Sales Tax on Materials
- Permits & Fees
- Payment and performance bonds
- Prevailing wage rates
- Emergency Responder Communication Enhancement System
- Testing & special inspections by owner – Soil borings, soils testing, concrete testing, bolt inspection, etc
- Site work including, but not limited to: site prep, import or export of materials, etc
- Assumed building has 20' clear on all four sides and interior for staging/erection and building engineering requirements
- Site specific safety requirements
- All electrical & mechanical systems
- All winter conditions
- Dumpster/Disposal of removed cover
- Greystone is not responsible or liable for any landscaping or ground surface damage due to normal equipment usage on site
- Greystone Construction is not liable and will not accept any responsibility for the structural design and structural performance of this existing building to be recovered.



Market Provisions:

- Greystone is committed to being your trusted team partner on your project. We are asking all of our clients recognize the volatility of our markets and understand we are providing current pricing for budgeting purposes with the need to adjust final project pricing based on the markets at the actual time of the order. It's important to provide you with the best value for your project, and we do not want to speculate where the actual market rates will be at the time of procurement and/or delivery.
- Pricing is based on current market conditions and does not include future tariffs, surcharges, price escalation, or fees. (i.e., many wholesalers and manufacturers are not committing to pre-determined pricing for pre-ordered materials. These materials are priced at the time of the delivery.) Due to extremely volatile markets, pricing shall be re-evaluated at time of procurement and/or delivery. Any savings or additional cost would be communicated with Owner prior to procurement and/or delivery.
- Price increases will be assigned as contingency. Unless Greystone specifically outlines a contingency value in our proposal or scope of work, it is recommended that the Owner carry a contingency.
- Construction schedule may be affected by material shortages or lead times beyond our control. Any shortages or lead time issues will be communicated with the owner. Evaluation of alternatives will be reviewed, and the contract schedule or costs may be adjusted accordingly.
- Unless noted otherwise budget pricing is valid for 15 days



Scope of Work & Pricing

to be performed by Greystone Construction

Furnish & Install Budget Price:

- Replacement Cover for 73' x 120' Series Building
- 12.5 ounce, 23 mil polyethylene Non-FR fabric
 - Single piece cover design – Keder Split
- (1) Endwall Fabric
- Furnish and Install new 1" ratchets and PVC
- New Tie-down Straps
- Reuse all original tension tubes and lashing winches
- Existing steel to remain
- Existing Cables and purlins to remain
- Pull covers and tension the fabric to industry specification
- Deenergizing powerlines – **By others**
- Removal of light posts – **By others**
- Freight allowance of \$1,000 included
 - Contract will be updated to reflect actual freight amount at time of shipment
- Provide all necessary labor and equipment to complete items noted above
- Budget valid for 15 days

Furnish & Install Budget Price: \$70,765



December 30, 2023

Dusty Troutman
City of Noblesville, IN
8030 E 160th St
Noblesville, IN 46060

Re: Budget Proposal – Fabric Building Recover

Mr. Troutman,

Thank you for the opportunity to provide a budget to furnish and install a replacement cover for your fabric building in Noblesville, IN. A few of the advantages the Greystone team brings to the project include:

- **Design-Build Experience** – Greystone has offered design-build and general construction services for 33 years.
- **Fabric Building Expertise** – Greystone has sold and installed fabric buildings for over 20 years. We've successfully completed over 1,300 fabric building.
- **Self-Performed Work** – Greystone has the capability to self-perform the building installation with our own crews. Often times this allows us to provide the most competitive pricing, maintain quality and hold schedule.

Let us know if you have any questions. We look forward to discussing our next steps.

Sincerely,

Mitchell Lawless
Business Development Manager

Westside Salt Barn

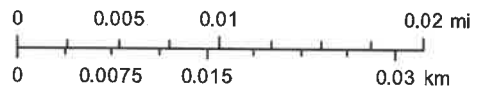


2/7/2024, 3:52:58 PM

centerlines

Parcels

1:600





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/12/2024

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

PRODUCER First Mid Insurance Group 1090 South Route 51 Forsyth, IL 62535	CONTACT NAME: Trenda Myers	
	PHONE (A/C, No, Ext): (217) 859-7049	FAX (A/C, No):
	E-MAIL ADDRESS: trenda.myers@firstmid.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : West Bend Mutual Insurance Company	15350
	INSURER B : Berkley Industrial Comp	15911
	INSURER C : Travelers Property & Casualty Company of America	25674
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED

Greenfield Contractors, LLC
1012 N Santa Fe Ave, Ste B
Princeville, IL 61559

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		A967913	9/16/2023	9/16/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			A967913	9/16/2023	9/16/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			A967913	9/16/2023	9/16/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Aggregate \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	BIN194671216	9/16/2023	9/16/2024	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased/Rented Equip			QT6602S860313TIL22	9/16/2023	9/16/2024	Limit 150,000
C	Installation Floater			QT6602S860313TIL22	9/16/2023	9/16/2024	Limit 100,000

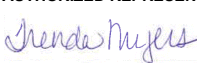
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

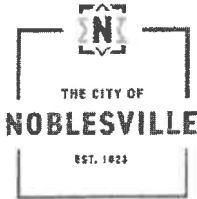
RE: All work

Noblesville IN Road Department is named as additional insured under the general liability; subject to written contract.

CERTIFICATE HOLDER

CANCELLATION

Noblesville IN Road Department 1575 Pleasant St Noblesville, IN 46060	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 



FINANCE & ACCOUNTING

Funding Verification/Encumbrance Request Form

Date to be submitted to BoW/Park Board: 2/13/2024 (put N/A if not submitting to BoW/Park Board)

Vendor name: Greenfield Contractors, LLC

Vendor Address: 136 1012 North Santa Fe Avenue Suite B Princevill, IN 61559

Brief description of purchase: Salt Barn Roof Repair

Source of Funding:

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

Table with columns: Fund #, Department #, Project #, Expense Object #, Amount. Row 1: Fund # 101, Department # 025, Project # N/A, Expense Object # 424.100, Amount \$ 34,623.17

- 1) This option may only be selected AFTER the adoption of the subsequent year budget.
2) This option may only be selected in unusual circumstances.
3) These funds are not appropriated through the annual budget process.

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 [Signature]

Patty Johnson 2/8/24
(Printed Name) (Date)

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

FOR OFFICE OF FINANCE AND ACCOUNTING USE ONLY

OFA Action Taken
Purchase Order Created
Reviewed Availability of funds
OFA Signature Caitlin Moss
No Action Taken
Comments:
Initials: HT Date: 2/9/24
PO # (if applicable): 240100



1012 N Santa Fe Ave Ste B
 Princeville IL 61559
 (309) 385-1859

May be withdrawn if not signed
 within 7 days

Contract

FOB	Date	Contract #
Effingham, IL	11/27/2023	05495
Terms	Net 15 - 1.5%/month late fee	

droutman@noblesville.in.us

317-776-6348

Bill To	Ship To	Ref #
Noblesville IN Road Department 1575 Pleasant ST Noblesville IN 46060	Noblesville IN Road Department 1575 Pleasant ST Noblesville IN 46060	

Description	Qty	Rate	Total
Replacement Fabric Cover - Existing Building Size 70'x120' with 15' Truss Centers - Cover Termination 1' Below Baseplate - Wall Mount - Mono Cover - Includes 1 End Walls with 2 Black Mesh Vents - Main Roof and End Wall Color: <u>White</u> - Roof End Trim Color: <u>White</u> - Includes: Building to be empty - Excludes: Any electrical work or accessories, removal and reinstallation of doors, working over product inside building, protecting contents of building during construction (electrical, offices, etc) *If Nothing is Written Above White is Assumed. Standard Colors Are as Follows: White, Tan/Beige, Dark Blue, Green, and Red - All Covers are Manufactured With Patented Anti-Tear Membrane, are UV Stabilized, and Fungal Resistant - Freight Is Not Included - Tax Is Not Included ***Unloading of Building Materials from Semi by Customer. (Must Have Equipment with Forks capable of lifting up to 2750 lbs)*** - Typical Building Material Delivery in 6-8 Weeks - A drawing will be provided for customer approval to determine exact cover size. Price may be adjusted up or down depending on actual cover dimensions.			34,623.17

Approval of contract includes the eight terms and
 conditions items listed above.
 Customer Signature:

 Date:

Greenfield Signature

11/27/2023

sbreese@greenfield-contractors.com
 Page 1

Total



1012 N Santa Fe Ave Ste B
 Princeville IL 61559
 (309) 385-1859

May be withdrawn if not signed
 within 7 days

Contract

FOB	Date	Contract #
Effingham, IL	11/27/2023	05495
Terms	Net 15 - 1.5%/month late fee	

dtrotman@noblesville.in.us 317-776-6348

Bill To	Ship To	Ref #
Noblesville IN Road Department 1575 Pleasant ST Noblesville IN 46060	Noblesville IN Road Department 1575 Pleasant ST Noblesville IN 46060	

Description	Qty	Rate	Total
<p>Greenfield Contractors LLC will make every reasonable effort to minimize the time delays.</p> <p>Payment Terms 25% Down Payment 50% Due on Building Delivery 25% Due on Completion Make checks payable to Greenfield Contractors LLC</p> <p>TERMS AND CONDITIONS:</p> <ol style="list-style-type: none"> 1. Builder's Risk insurance provided by others to cover losses due to direct physical loss related to the contract's scope of work. This can be provided for an extra charge. 2. 120 volt 30 amp electrical service brought to jobsite by others. A generator charge of \$20 per day will apply if electrical service is unavailable. 3. Location of private underground utilities by others. 4. Building permits provided by others. 5. Owner to provide level building site. Additional charges will apply for building sites more than 1" out of level. 6. Labor includes one mobilization, un-conditional site access, inside of building and 20' on sides and 30' on ends of buildings of clear, hard and flat surface. 7. Greenfield Contractors LLC reserves the right to re-schedule the installation and charge an additional mobilization if the site is ill prepared. 8. Customer to dispose of remaining construction debris left by construction crew. 9. Customer is responsible for protecting the contents of the building during the project duration. 			0.00

Approval of contract includes the eight terms and conditions items listed above.
 Customer Signature:
 Date:

Greenfield Signature

11/27/2023

sbrees@greenfield-contractors.com
 Page 2

Total \$34,623.17

**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. 240100

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

SHIP TO:

TO
VENDOR # 136
GREENFIELD CONTRACTORS LLC
321 E MAIN ST
SUITE B
PRINCEVILLE IN 61559

ATTN:

DATE 02/09/2024		DEPARTMENT STREET			SHIP TO ARRIVE BY		
APPROPRIATION NUMBER	QUANTITY	UNIT	DESCRIPTION	PROJECT #	UNIT PRICE	AMOUNT	
101025424.100	1.0		SALT BARN ROOF REPAIR		34623.17	34623.17	

SHIP VIA	TOTAL 34623.17
-----------------	--------------------------

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