



Board of Public Works and Safety

Agenda Item

Cover Sheet

MEETING DATE: March 12, 2024

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

ITEM #: 10

INITIATED BY: Wendy StremLaw

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



TO: Noblesville Board of Public Works and Safety
FROM: Wendy StremLaw, Administrative Manager, Parks Department
SUBJECT: Board to Consider Service Agreement with GKM Property Services for
Landscape & Watering Services 2024
DATE: March 7, 2024

Funds were budgeted to allow for consistent landscaping maintenance to be done at both the Fox Prairie and Forest Park Golf Clubhouse areas. In addition, a pilot project of outsourcing the watering of the Noblesville downtown planters was budgeted for 2024.

These projects have proven to be labor and time intensive in the past. In pursuit of better utilizing the time and talents of the Parks maintenance team as well as city funds, the Parks Department believes the work we have outlined in the agreement would be better suited to an outside company thus allowing the more effective use of parks maintenance staff to attend to other pressing projects in our Parks and on the trails throughout the summer months.

GKM Property Services provided the most competitive quote for these projects and is familiar with working with the City of Noblesville.

I recommend the Board of Public Works approve the Services Agreement with GKM Property Services for 2024.



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 **GKM PROPERTY SERVICES INC.** (hereinafter referred to as “Contractor”), and its successors and assigns, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. INTERPRETATION AND INTENT

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

SECTION II. DUTIES OF CONTRACTOR

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

SECTION III. TERM

- 3.1 The term of this Agreement shall begin upon execution and terminate December 31, 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 Thirty-Eight Thousand, One Hundred and Fifty-One Dollars and Ninety Two Cents (\$38,151.92).

Note: See Exhibit A for price breakdown.

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:
GKM Property Services Inc.
Attention: Brody Kalbaugh
20242 Hague Road
Noblesville, IN 46062

To City:
City of Noblesville
Attn: Parks Department
701 Cicero Road
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 5.24, 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 5.24, 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.

GKM PROPERTY SERVICES INC. (“Contractor”)

By:  _____

Date: 2/27/2024

Printed: Broderick J Kalbaugh

Title: President / CFO

City of Noblesville

By:  _____

Date: 03/07/2024

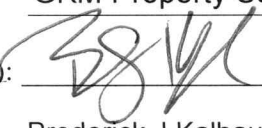
Printed: Chris Jensen

Title: Mayor

E-Verify Affidavit

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

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


(Contractor): GKM Property Services, INC
By (Written Signature): 
(Printed Name): Broderick J Kalbaugh
(Title): President / CFO

Important - Notary Signature and Seal Required in the Space Below

STATE OF INDIANA
COUNTY OF HAMILTON

SS:

Subscribed and sworn to before me this 27th day of February, 20 24.

My commission expires: 4/6/2030 (Signed) 

Residing in Hamilton County, State of Indiana

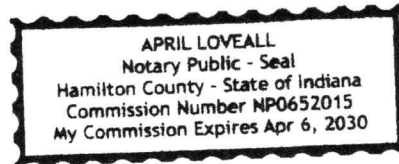


EXHIBIT A



GKM Property Services
 20242 Hague Road
 Noblesville, IN 46062

Proposal - Landscaping #3451

Created: 07/18/2023

Date: 07/18/2023

From: Brody Kalbaugh

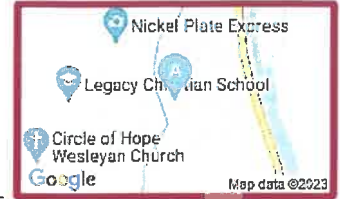
Proposal For

City Of Noblesville Parks & Recreation

701 Cicero Rd
 Noblesville, IN 46060

Location

701 Cicero Rd
 Noblesville, IN 46060



Customer Contact

mobile: 1-463-210-7062
bnear@noblesville.in.us

Terms

Net 15

2024 Landscape Proposal Forest Park Club

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Spring Clean Up *SPRING CLEAN-UP, PRUNING, MULCHING & BED CARE (April-May) -Clean property grounds of all trash, leaves, debris, and removal of all clippings. This service includes cutting back and grooming all ornamental grasses, cutting out all necessary dead growth from shrubs, pruning and shaping all bushes, shrubs, and trees around the property. Evaluation is made during the pruning process to make sure all bushes, shrubs and trees have no signs of diseases or damages. If necessary for bushes/ shrubs to be re-place, we will notify management. We will do our best to keep all bushes, shrubs and trees trimmed away from building and other obstacles. -All mulched landscaping beds and tree rings will be edge with a hand spade or a machine edger. All mulch beds will be edged before installing mulch during the spring clean-up, this will prevent mulch from spilling into the turf areas. To help prevent future weed growth before mulch installation, all landscape beds receiving mulch will have pre-emergent applied. All existing and established landscape beds will be re-mulched with Premium Brown Dyed AA Hardwood Mulch. We will supply and install mulch at a depth of 1.5-2 inches in the landscape beds. *All Labor, Materials, Equipment, Delivery and Disposal Fees Included**	1	\$ 2,040.75	\$ 2,040.75
Landscape:Bed Maintenance *BED MAINTENANCE & HARD SURFACE (Weed Control) -All hard surface and landscape beds around the property will be hand weeded & sprayed to maintain a clean weeded free landscape bed. Total Bed Maintenance: (14)	14	\$ 55.25	\$ 773.50
Pruning *SUMMER PRUNING* (July-August)	1	\$ 745.15	\$ 745.15



GKM Property Services

20242 Hague Road
Noblesville, IN 46062

Proposal - Landscaping #3451

Created: 07/18/2023
Date: 07/18/2023
From: Brody Kalbaugh

We will prune and shape all bushes, shrubs, and trees around the property during the summer. Evaluation is made during the pruning process to make sure all bushes, shrubs and trees have no signs of diseases or damages. If necessary for bushes/shrubs to be re-placed we will notify management. We will do our best to keep all bushes, shrubs and trees trimmed low and away from any obstacles.

NOTE: Extra Tree Trimming can be requested on any specific area. We will charge accordingly on necessary pruning of specific trees.

Fall Clean Up *FALL CLEAN-UP & LEAF REMOVAL* (October-November)	1	\$ 855.80	\$ 855.80
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Fall clean-up consist of removal of leaves and debris from all turf areas and landscape beds. Pick-Up all trash/blow off parking lot, Pruning all necessary shrubs and trees on the property. Cutting all ornamental grasses and dead heading all plants.

All Labor, Materials, Equipment and Dump Fees Included

Terms and Conditions Attachment By signing this proposal you are agreeing to GKM Property Services Terms and Conditions attached to this proposal.	1	\$ 0.00	\$ 0.00
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All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.

SUBTOTAL \$ 4,415.20

TOTAL \$ 4,415.20

Signature

DUE DATE 08/02/2023

x

Date:

Please sign here to accept the terms and conditions

Sales Reps

Brody Kalbaugh
Office: (317) 764-8599
bk@gkmlandscaping.com



GKM Property Services
 20242 Hague Road
 Noblesville, IN 46062

Proposal - Landscaping #3450

Created: 07/18/2023
 Date: 07/18/2023
 From: Brody Kalbaugh

Proposal For

City Of Noblesville Parks & Recreation

701 Cicero Rd
 Noblesville, IN 46060

Location

8465 E 196th St
 Noblesville, IN 46060



Customer Contact

mobile: 1-463-210-7062
bneal@noblesville.in.us

Terms

Net 15

2024 Landscape Proposal Fox Prairie Club

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Spring Clean Up *SPRING CLEAN-UP, PRUNING, MULCHING & BED CARE (April-May) -Clean property grounds of all trash, leaves, debris, and removal of all clippings. This service includes cutting back and grooming all ornamental grasses, cutting out all necessary dead growth from shrubs, pruning and shaping all bushes, shrubs, trees and deadheading perennials around the property. Evaluation is made during the pruning process to make sure all bushes, shrubs and trees have no signs of diseases or damages. If necessary for bushes/ shrubs to be re-place, we will notify management. We will do our best to keep all bushes, shrubs and trees trimmed away from building and other obstacles. -All mulched landscaping beds and tree rings will be edge with a hand spade or a machine edger. All mulch beds will be edged before installing mulch during the spring clean-up, this will prevent mulch from spilling into the turf areas. To help prevent future weed growth before mulch installation, all landscape beds receiving mulch will have pre-emergent applied. All existing and established landscape beds will be re-mulched with Premium Brown Dyed AA Hardwood Mulch. We will supply and install mulch at a depth of 1.5-2 inches in the landscape beds. *All Labor, Materials, Equipment, Delivery and Disposal Fees Included**	1	\$ 2,728.54	\$ 2,728.54
Landscape:Bed Maintenance *BED MAINTENANCE & HARD SURFACE (Weed Control) -All hard surface and landscape beds around the property will be hand weeded & sprayed to maintain a clean weeded free landscape bed. Includes rock beds. Total Bed Maintenance: (14)	14	\$ 68.25	\$ 955.50
Pruning	1	\$ 863.68	\$ 863.68



***SUMMER PRUNING* (July-August)**

We will prune and shape all bushes, shrubs, trees and deadhead perennials around the property during the summer. Evaluation is made during the pruning process to make sure all bushes, shrubs and trees have no signs of diseases or damages. If necessary for bushes/shrubs to be replaced we will notify management. We will do our best to keep all bushes, shrubs and trees trimmed low and away from any obstacles.

NOTE: Extra Tree Trimming can be requested on any specific area. We will charge accordingly on necessary pruning of specific trees.

Fall Clean Up	1	\$ 984.20	\$ 984.20
<i>*FALL CLEAN-UP & LEAF REMOVAL* (October-November)</i>			

Fall clean-up consist of removal of leaves and debris from all turf areas and landscape beds. Pick-Up all trash/blow off parking lot, Pruning all necessary shrubs and trees on the property. Cutting all ornamental grasses and dead heading all plants / perennials.

All Labor, Materials, Equipment and Dump Fees Included

Terms and Conditions Attachment	1	\$ 0.00	\$ 0.00
By signing this proposal you are agreeing to GKM Property Services Terms and Conditions attached to this proposal.			

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.

SUBTOTAL	\$ 5,531.92
TOTAL	\$ 5,531.92

Signature	DUE DATE	08/02/2023
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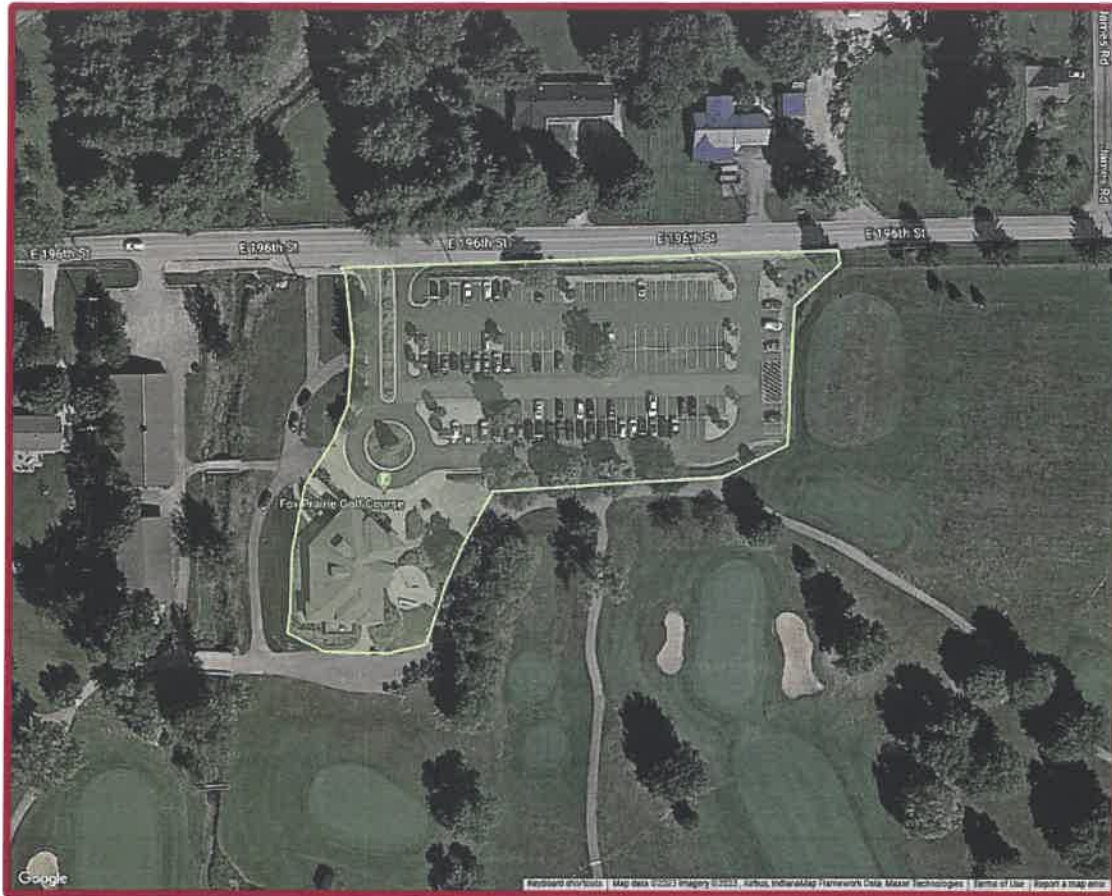
x

Date:

Please sign here to accept the terms and conditions

Sales Reps

Brody Kalbaugh
 Office: (317) 764-8599
bk@gkmlandscaping.com



ID	DESCRIPTION	COLOR
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*Landscape Maintenance Areas: Bed Maintenance Spring Clean Up & Pre-Emergent Bed Edge & Mulch Summer Prune Fall Clean Up





GKM Property Services
 20242 Hague Road
 Noblesville, IN 46062

Proposal - Landscaping #3449

Created: 07/18/2023
 Date: 07/18/2023
 From: Brody Kalbaugh

Proposal For

City Of Noblesville Parks & Recreation

701 Cicero Rd
 Noblesville, IN 46060

Location

701 Cicero Rd
 Noblesville, IN 46060



Customer Contact

mobile: 1-463-210-7062
bneal@noblesville.in.us

Terms

Net 15

2024 Water Program Planters & Baskets

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Water Program *Water Program For City Of Noblesville Parks & Recreation Department. Includes Watering 108 Hanging Baskets & 78 Planters. Starting In April 15th - October 31st. Water Hanging Baskets & Planters (2) x Per Week. Fertilization Of Hanging Baskets (1) x Per Week. \$1,084.80 Per Week x (26) Weeks = \$28,204.80 *All Labor, Materials, Equipment, Water and Trip Fee Included.	1084.8	\$ 26.00	\$ 28,204.80

SUBTOTAL \$ 28,204.80

TOTAL \$ 28,204.80

DUE DATE 08/02/2023

Signature

x

Date:

Please sign here to accept the terms and conditions

Sales Reps

Brody Kalbaugh
 Office: (317) 764-8599
bk@gkmlandscaping.com



CERTIFICATE OF LIABILITY INSURANCE

GKMPROP-CL

KBAAR

DATE (MM/DD/YYYY)

1/18/2024

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

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

PRODUCER Gregory & Appel Insurance 433 N Capitol Ave Suite 400 Indianapolis, IN 46204	CONTACT NAME: Katelin Baar	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS: kshaw@gregoryappel.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Selective Insurance		12572
INSURER B : Accident Fund General Insurance Company		12304
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

GKM Property Services Inc.
 12788 E. 191st Street
 Noblesville, IN 46060

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				S2318094	11/16/2023	11/16/2024	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/>	CLAIMS-MADE	<input checked="" type="checkbox"/>	OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 500,000	
					MED EXP (Any one person)				\$ 15,000	
					PERSONAL & ADV INJURY				\$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:									GENERAL AGGREGATE	\$ 2,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC									PRODUCTS - COMP/OP AGG	\$ 2,000,000
OTHER:										\$
A	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY				S2318094	11/16/2023	11/16/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/>	ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/>	SCHEDULED AUTOS	BODILY INJURY (Per person)				\$	
	<input type="checkbox"/>	HIRED AUTOS ONLY	<input type="checkbox"/>	NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident)				\$	
	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident)				\$	
A	<input checked="" type="checkbox"/>	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	S2318094	11/16/2023	11/16/2024	EACH OCCURRENCE	\$ 2,000,000	
		EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE	\$ 2,000,000	
		DED <input checked="" type="checkbox"/>	RETENTION \$	0					\$	
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				AFWCP100082161	1/1/2024	1/1/2025	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	Y / N	E.L. EACH ACCIDENT				\$ 1,000,000	
		If yes, describe under DESCRIPTION OF OPERATIONS below		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)

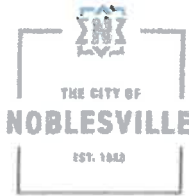
CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Katelin Baar



FINANCE & ACCOUNTING

Funding Verification/Encumbrance Request Form

Date to be submitted to BoW/Park Board: March 12, 2024 (put N/A if not submitting to BoW/Park Board)

Vendor name: GKM Property Services

Vendor Address: 1804 20242 Hague Road, Noblesville, IN 46062

Brief description of purchase: Water Program - Downtown Planters & Baskets 2024

Source of Funding:

- Current Year Operational Budget
- Subsequent Year Operational Budget¹
- Funding not yet finalized (attach explanation)²
- Loan or debt proceeds
- Non-Appropriated Fund³

Fund #	108
Department #	020
Project # (N/A if no project #)	N/A
Expense Object #	Amount
#1	314.100 \$ 28,204.80
#2	304.100
#3	

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

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

- Yes Select for all purchases/contracts that will not be paid immediately
- No Select ONLY if department plans to initiate payment immediately

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

Department Director

(Signature) Matt Light

(Printed Name) Matt Light

(Date) 2/22/24

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 (Contract/Purchase of over \$50k or paid with debt proceeds only)
- No Action Taken (Department should still include this form in purchase/contract approval submission)

PO # (if applicable) 240128

OFA Signature [Signature]

Comments:

Initials: HT

Date: 2/22/24

**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. 240128

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

SHIP TO:

TO
VENDOR # 1804
GKM PROPERTY SERVICES INC
20242 HAGUE RD
NOBLESVILLE IN 46062

ATTN:

DATE 02/22/2024		DEPARTMENT PARKS			SHIP TO ARRIVE BY		
APPROPRIATION NUMBER	QUANTITY	UNIT	DESCRIPTION	PROJECT #	UNIT PRICE	AMOUNT	
108020364.100	1.0		WATER PROGRAM-DOWNTOWN PLANTERS &		28204.80	28204.80	


SHIP VIA	TOTAL 28204.80
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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



FINANCE & ACCOUNTING

Funding Verification/Encumbrance Request Form

Date to be submitted to BoW/Park Board: March 12, 2024 (put N/A if not submitting to BoW/Park Board)

Vendor name: GKM Property Services

Vendor Address: 20242 Hague Road, Noblesville, IN 46062

Brief description of purchase: Landscape work at Forest Park Golf Club 2024

Source of Funding:

- Current Year Operational Budget
- Subsequent Year Operational Budget¹
- Funding not yet finalized (attach explanation)²
- Loan or debt proceeds
- Non-Appropriated Fund³

Fund #	110	
Department #	021	
Project # (N/A if no project #)	N/A	
	Expense Object #	Amount
#1	314.100	\$ 4,415.20
#2	364.100	
#3		

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

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

- Yes Select for all purchases/contracts that will not be paid immediately
- No Select ONLY if department plans to initiate payment immediately

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

Department Director

(Signature)

Math Light

(Printed Name)

Math Light

(Date)

2/22/24

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 (Contract/Purchase of over \$50k or paid with debt proceeds only)
- No Action Taken (Department should still include this form in purchase/contract approval submission)

PO # (if applicable): 240126

OFA Signature *[Signature]*

Comments:

Initials: HT

Date: 2/22/24

**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. 240126

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

SHIP TO:

TO
**VENDOR # 1804
 GKM PROPERTY SERVICES INC
 20242 HAGUE RD
 NOBLESVILLE IN 46062**

ATTN:

DATE 02/22/2024	DEPARTMENT PARKS		SHIP TO ARRIVE BY			
APPROPRIATION NUMBER	QUANTITY	UNIT	DESCRIPTION	PROJECT #	UNIT PRICE	AMOUNT
110021364.100	1.0		LANDSCAPE WORK AT FOREST PARK GOLF		4415.20	4415.20

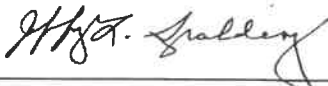
SHIP VIA	TOTAL 4415.20
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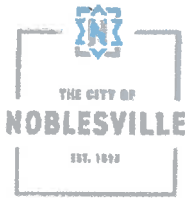
SHIPPING INSTRUCTIONS

- * 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



FINANCE & ACCOUNTING

Funding Verification/Encumbrance Request Form

Date to be submitted to BoW/Park Board: March 12, 2024 (put N/A if not submitting to BoW/Park Board)

Vendor name: GKM Property Services

Vendor Address: 1804 20242 Hague Road, Noblesville, IN 46062

Brief description of purchase: Landscape work at Fox Prairie Golf Club 2024

- Source of Funding:
- Current Year Operational Budget
 - Subsequent Year Operational Budget¹
 - Funding not yet finalized (attach explanation)²
 - Loan or debt proceeds
 - Non-Appropriated Fund³

Fund #	110
Department #	021
Project # (NA if no project #)	N/A
Expense Object #	Amount
#1	314.100 \$ 5,531.92
#2	364.100
#3	

1) This option may only be selected AFTER the adoption of the subsequent year budget. OFA will create a PO after the start of the next year. If contract details change in between form submission and the start of the year, contact OFA Staff.
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Department Director
Matt Light
(Signature)

Matt Light 2/22/24
(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 PO # (if applicable): 240127
- Reviewed Availability of funds (Contract/Purchase of over \$50k or paid with debt proceeds only)
OFA Signature [Signature]
- No Action Taken (Department should still include this form in purchase/contract approval submission)

Comments: _____

Initials: HT Date: 2/22/24

**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. 240127

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

SHIP TO:

TO
**VENDOR # 1804
 GKM PROPERTY SERVICES INC
 20242 HAGUE RD
 NOBLESVILLE IN 46062**

ATTN:

DATE 02/22/2024		DEPARTMENT PARKS			SHIP TO ARRIVE BY		
APPROPRIATION NUMBER	QUANTITY	UNIT	DESCRIPTION	PROJECT #	UNIT PRICE	AMOUNT	
110021364.100	1.0		LANDSCAPE WORK AT FOX PRAIRIE GOLF CLUB		5531.92	5531.92	

SHIP VIA	TOTAL 5531.92
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SHIPPING INSTRUCTIONS

- * SHIP PREPAID
- * C.O.D. SHIPMENTS CANNOT BE ACCEPTED
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ORDERED BY 
 TITLE _____ CONTROLLER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/18/2024

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PRODUCER: Gregory & Appel Insurance, 433 N Capitol Ave Suite 400, Indianapolis, IN 46204
INSURED: GKM Property Services Inc., 12788 E. 191st Street, Noblesville, IN 46060
CONTACT NAME: Katelin Baar
E-MAIL ADDRESS: kshaw@gregoryappel.com

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

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

CERTIFICATE HOLDER: City of Noblesville, 16 S. 10th Street, Noblesville, IN 46060
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.