

Board of Public Works and Safety

Agenda Item

Cover Sheet

MEETING DATE: September 10, 2024

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

ITEM #: 6

INITIATED BY: David Dale

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

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 MacInnis Construction 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 at project completion (“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 ten thousand dollars (\$10,000.00).

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:
MacInnis Construction Inc.
Attn: Heather McInnis
1720 Cicero Road
Noblesville, IN. 46060

To City:
City of Noblesville
Attn: David Dale
16 S. 10th 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.

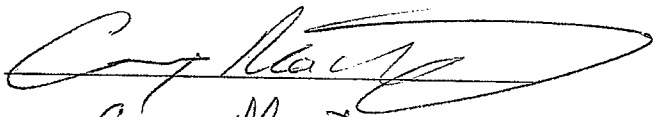
- 5.13.1 Contractor certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.
- 5.13.2 For purposes 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 Contractor’s enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.

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

MacInnis Construction Inc.
("Contractor")

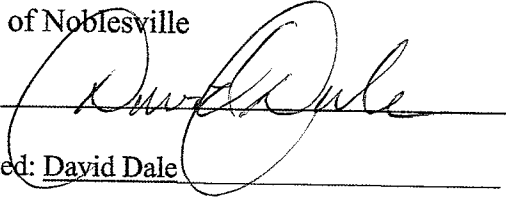
By: 

Date: 8-12-24

Printed: Gary MacInnis

Title: Owner/President

City of Noblesville

By: 

Date: 8/6/2024

Printed: David Dale

Title: Facilities Manager

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): MacInnis Construction Inc

By (Written Signature): [Handwritten Signature]

(Printed Name): Heather MacInnis

(Title): Owner / Vice President

Important - Notary Signature and Seal Required in the Space Below

STATE OF INDIANA

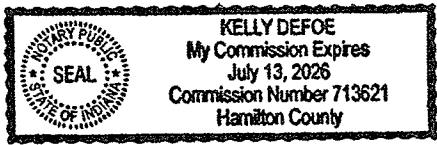
COUNTY OF HAMILTON

SS:

Subscribed and sworn to before me this 17th day of August, 2024

My commission expires: 7-13-26 (Signed) [Handwritten Signature]

a. Residing in Hamilton County, State of Indiana





MacInnis Construction, Inc.
1194 Maple Ave
Noblesville, IN 46060

Estimate

Date	Estimate #
8/7/2024	612

Name / Address
City of Noblesville 16 S 10th St Noblesville, IN 46060

Project
Visitor's Center Painting...

Description

Note: Unless stated otherwise, all prices include labor and material. Although every effort has been made to provide pricing as accurately as possible, the project total is an estimate. It should not be taken as a "not to exceed" dollar amount. Actual project total will be figured on a cost plus basis for overhead / expenses. Consequently, if allowances or other costs provided are not needed for the job or amount to a lower total, the customer will be charged only for costs incurred. If the cost of a customer's final product choices exceeds allowances for material included in this estimate, the cost of the job will increase and the price adjustment discussed with the customer. Material and labor supplied by MacInnis Construction will be warranted for one year (with exception of tile / countertop joint detailed below).

Material Cost Disclaimer: Due to the current economic situation related to the COVID 19 virus, material prices are fluctuating rapidly. Total listed on estimate reflects material prices provided by our suppliers at time of estimate, but costs may increase or decrease before order placement. The customer is responsible for any material cost increases from the time of estimate to the time of order placement.

Owner Supplied Material and Labor Disclaimer: Should the customer decide to supply his or her own plumbing fixtures, lighting or other materials, he or she takes full responsibility for its quality, timely delivery (so as not to delay the project) and completeness of its parts. If a customer supplied material arrives damaged or is missing parts, it is the customers' responsibility to return or reorder the product and accept any project schedule delays caused by the product. MacInnis Construction, Inc. will not warranty labor on any customer supplied products. The customer also accepts any additional costs incurred by MacInnis Construction, Inc. as a result of customer supplied materials. Additional costs can be, but are not limited to, time spent to advise the customer which product to purchase, assist him / her with ordering the product, time spent adjusting schedule to coordinate with product arrival or time and material required to solve problems caused by the product during installation. Should the customer decide to supply his or her own labor, he or she is responsible for completing the work within the time frame and to the degree agreed to by MacInnis Construction, Inc. or accept schedule delays and /or costs incurred by MacInnis Construction, Inc. to complete the customers' scope of work.

By signing below, the customer agrees to:

- The scope and estimated cost as described on this document.
- Pay all invoices in full within 15 days of receipt of invoice. If invoice is not paid within 15 days, customer agrees to pay the 10% late fee that will be added to the invoice total.
- The terms of the notes and disclaimers displayed on this document.
- Pay a \$250 fee to hold a slot on the job calendar of MacInnis Construction Inc. Fee is non-refundable if customer decides not to proceed with the work, but will be credited toward the job if work is completed by MacInnis Construction Inc.
- Pay for any billable design time, subcontractor's labor & material, crew labor, material costs and/or material restocking or cancelation fees incurred by MacInnis Construction Inc. in preparation for work to begin, if the customer decides not to proceed with the project.

Customer's Signature: 

Date: 8/14/24

Note: Estimate is good for 90 days. The first estimate is provided at no charge. However, upon verbal request by the customer to proceed with estimate revisions or drawings, the customer agrees to pay MacInnis Construction Inc. for the estimate and / or drawing hours accumulated from the date of request forward. Hours will be billed at a rate of \$50 per hour.

Total \$5,503.50



MacInnis Construction, Inc.
 1194 Maple Ave
 Noblesville, IN 46060

Estimate

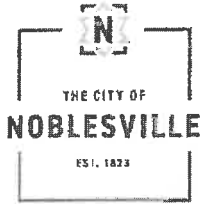
Date	Estimate #
8/7/2024	612

Name / Address
City of Noblesville 16 S 10th St Noblesville, IN 46060

Project
Visitor's Center Painting...

Description
<p>ADDITIONAL SCOPE ADDED 9-21-23: collect and dispose of all paint chips per lead paint safety protocols.</p> <p>Painting of exterior / facade of Noblesville Visitor's Center at 839 Conner: scrape / prep columns and I beam. Paint all of facade of Visitor's center and exterior opening of stairwell from I beam to sidewalk (including I beam, columns, tongue and groove material, metal portion of blade sign, back board of signage, 4 gooseneck lights and 3 pendants) with Sherwin William "Tricom Black" to match adjacent commercial space. Paint letters of signage white. Does not include any painting or other work to masonry portion of structure. Note: as discussed with the customer on site, painting of the lights may not be a permanent solution, but the painter will use a "direct to metal" paint product to maximize durability.</p> <p>OPTIONAL WORK: Scrape / prep interior of stairwell. Paint walls, ceiling, trim, treads, risers and hallway sides of doors on second floor. Walls to be light grey - color TBD. Treads, risers, trim and doors to be dark green - color TBD. Stain and clear coat handrail Subtotal of optional work: \$2535.00 (included in total below)</p> <p>Permitting - nothing figured. City of Noblesville to procure all necessary sidewalk closure, permits and parking spaces (2 requested) prior to work beginning.</p>

<p>Note: Estimate is good for 90 days. The first estimate is provided at no charge. However, upon verbal request by the customer to proceed with estimate revisions or drawings, the customer agrees to pay MacInnis Construction Inc. for the estimate and / or drawing hours accumulated from the date of request forward. Hours will be billed at a rate of \$50 per hour.</p>	<p>Total \$ 8,038.50</p>
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FINANCE & ACCOUNTING

Funding Verification/Encumbrance Request Form

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

Vendor name: MacInnis Construction

Vendor Address: 3522 1194 Maole Avenue, Noblesville IN 46060

Brief description of purchase: Visitor Center Store Front & Stairwell Painting

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 #	101	
Department #	001	
Project # (NA if no project #)		
	Expense Object #	Amount
#1	424.100	\$ 10,000.00
#2		
#3		

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

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

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

Additional Comments: _____

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]
(Signature)

DAVID T. DALE
(Printed Name)

8/20/24
(Date)

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

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)

OFA Signature [Signature]

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

PO # (if applicable): 2402M

Comments: _____

Initials: HT Date: 8/20/24



MacInnis Construction, Inc.
1194 Maple Ave
Noblesville, IN 46060

Estimate

Date	Estimate #
8/7/2024	612

Name / Address
City of Noblesville 16 S 10th St Noblesville, IN 46060

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Note: Unless stated otherwise, all prices include labor and material. Although every effort has been made to provide pricing as accurately as possible, the project total is an estimate. It should not be taken as a "not to exceed" dollar amount. Actual project total will be figured on a cost plus basis for overhead / expenses. Consequently, if allowances or other costs provided are not needed for the job or amount to a lower total, the customer will be charged only for costs incurred. If the cost of a customer's final product choices exceeds allowances for material included in this estimate, the cost of the job will increase and the price adjustment discussed with the customer. Material and labor supplied by MacInnis Construction will be warrantied for one year (with exception of tile / countertop joint detailed below).

Material Cost Disclaimer: Due to the current economic situation related to the COVID 19 virus, material prices are fluctuating rapidly. Total listed on estimate reflects material prices provided by our suppliers at time of estimate, but costs may increase or decrease before order placement. The customer is responsible for any material cost increases from the time of estimate to the time of order placement.

Owner Supplied Material and Labor Disclaimer: Should the customer decide to supply his or her own plumbing fixtures, lighting or other materials, he or she takes full responsibility for its quality, timely delivery (so as not to delay the project) and completeness of its parts. If a customer supplied material arrives damaged or is missing parts, it is the customers' responsibility to return or reorder the product and accept any project schedule delays caused by the product. MacInnis Construction, Inc. will not warranty labor on any customer supplied products. The customer also accepts any additional costs incurred by MacInnis Construction, Inc. as a result of customer supplied materials. Additional costs can be, but are not limited to, time spent to advise the customer which product to purchase, assist him / her with ordering the product, time spent adjusting schedule to coordinate with product arrival or time and material required to solve problems caused by the product during installation. Should the customer decide to supply his or her own labor, he or she is responsible for completing the work within the time frame and to the degree agreed to by MacInnis Construction, Inc. or accept schedule delays and /or costs incurred by MacInnis Construction, Inc. to complete the customers' scope of work.

By signing below, the customer agrees to:

- The scope and estimated cost as described on this document.
- Pay all invoices in full within 15 days of receipt of invoice. If invoice is not paid within 15 days, customer agrees to pay the 10% late fee that will be added to the invoice total.
- The terms of the notes and disclaimers displayed on this document.
- Pay a \$250 fee to hold a slot on the job calendar of MacInnis Construction Inc. Fee is non-refundable if customer decides not to proceed with the work, but will be credited toward the job if work is completed by MacInnis Construction Inc.
- Pay for any billable design time, subcontractor's labor & material, crew labor, material costs and/or material restocking or cancelation fees incurred by MacInnis Construction Inc. in preparation for work to begin, if the customer decides not to proceed with the project.

Customer's Signature: 

Date: 8/14/24

Note: Estimate is good for 90 days. The first estimate is provided at no charge. However, upon verbal request by the customer to proceed with estimate revisions or drawings, the customer agrees to pay MacInnis Construction Inc. for the estimate and / or drawing hours accumulated from the date of request forward. Hours will be billed at a rate of \$50 per hour.

Total \$5,503.50



MacInnis Construction, Inc.
 1194 Maple Ave
 Noblesville, IN 46060

Estimate

Date	Estimate #
8/7/2024	612

Name / Address
City of Noblesville 16 S 10th St Noblesville, IN 46060

Project
Visitor's Center Painting...

Description
<p>ADDITIONAL SCOPE ADDED 9-21-23: collect and dispose of all paint chips per lead paint safety protocols.</p> <p>Painting of exterior / facade of Noblesville Visitor's Center at 839 Conner: scrape / prep columns and I beam. Paint all of facade of Visitor's center and exterior opening of stairwell from I beam to sidewalk (including I beam, columns, tongue and groove material, metal portion of blade sign, back board of signage, 4 gooseneck lights and 3 pendants) with Sherwin William "Tricorn Black" to match adjacent commercial space. Paint letters of signage white. Does not include any painting or other work to masonry portion of structure. Note: as discussed with the customer on site, painting of the lights may not be a permanent solution, but the painter will use a "direct to metal" paint product to maximize durability.</p> <p>OPTIONAL WORK: Scrape / prep interior of stairwell. Paint walls, ceiling, trim, treads, risers and hallway sides of doors on second floor. Walls to be light grey - color TBD. Treads, risers, trim and doors to be dark green - color TBD. Stain and clear coat handrail Subtotal of optional work: \$2535.00 (included in total below)</p> <p>Permitting - nothing figured. City of Noblesville to procure all necessary sidewalk closure, permits and parking spaces (2 requested) prior to work beginning.</p>

Note: Estimate is good for 90 days. The first estimate is provided at no charge. However, upon verbal request by the customer to proceed with estimate revisions or drawings, the customer agrees to pay MacInnis Construction Inc. for the estimate and / or drawing hours accumulated from the date of request forward. Hours will be billed at a rate of \$50 per hour.

Total \$ 8,038.50

Phone # 317-517-6958

macinnisconstructioninc@gmail.com

www.macinnisconstructioninc.com

**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. 240277

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

SHIP TO:

TO
**VENDOR # 3522
MACINNIS CONSTRUCTION & DESIGN
1194 MAPLE AVE
NOBLESVILLE IN 46060**

ATTN:

DATE 08/20/2024	DEPARTMENT MAINT	SHIP TO ARRIVE BY
---------------------------	----------------------------	--------------------------

APPROPRIATION NUMBER	QUANTITY	UNIT	DESCRIPTION	PROJECT #	UNIT PRICE	AMOUNT
101001424.100	1.0		VISITOR CENTER STORE FRONT & STAIRWELL		10000.00	10000.00

SHIP VIA	TOTAL 10000.00
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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 _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/12/2024

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 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 ACB Insurance, Inc 9959 Crosspoint Boulevard Indianapolis IN 46256-3391	CONTACT NAME: Lisa Small	FAX (A/C, No): (317)915-8697
	PHONE (A/C, No, Ext): (317)915-8601	E-MAIL ADDRESS: lisa@acb-insurance.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED G Macinnis Construction Inc 1194 Maple Ave Noblesville IN 46060-	INSURER A: Celina	20176
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		7239882-0	07/13/2024	07/13/2025	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	7239882-0	07/13/2024	07/13/2025	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Noblesville is listed as additional insured.

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 <i>Lisa Small</i>	AI 013226
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