

December 12, 2024

TO: BOARD OF PUBLIC WORKS AND SAFETY

FROM: EVELYN LEES 

RE: Services Agreement with Glidden Fence Company, Inc. for fence repair at Riverside Cemetery

On the evening of September 29, a storm felled a large tree on the north side of the cemetery and crushed a section of the fence. Fortunately, no headstones were damaged. Dusty Troutman at the Street Department worked to get three quotes to replace the section of fence. The lowest responsive, responsible quote was from Glidden Fence Company, Inc. in Westfield.

Because Glidden would install the fence, the project becomes a public work. Following our procedure, we are working to receive a services agreement and the necessary documentation from Glidden. A photo of the damage, a draft agreement, and the quotes Dusty obtained are attached. The quote from Bullseye Fence did not include the business name.

If you have any questions, please feel free to contact me.



## 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 **Glidden Fence Company, 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 June 30, 2025, (“Termination Date”) unless terminated earlier in accordance with this Agreement.

### SECTION IV. COMPENSATION

- 4.1 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in **Exhibit A**.

Compensation shall not exceed One Thousand Five Hundred Dollars and Zero Cents (\$1,145.00).

- 4.2 Funding for a multi-year agreement is not guaranteed. All of the City's obligations under this Agreement shall be subject to annual appropriation and shall not constitute a general obligation or indebtedness of the City.

## **SECTION V. GENERAL PROVISIONS**

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

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

5.6 Insurance.

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

A. Commercial General Liability

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

B. Auto Liability

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

C. Workers Compensation and Employer's Liability

As required by Indiana law.

D. Professional/Errors & Omissions Liability

Limits of Liability	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate

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

5.7 Termination for Cause or Convenience.

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

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

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

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

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

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

- 5.9 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its board, agents and employees of any of them (“Indemnitees”) from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees and court costs and other expenses, arising out of or resulting from any negligent acts, errors, or omissions of the Work. The Contractor’s indemnification under this Section shall survive both final payment and the termination of this Agreement.
- 5.10 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To Contractor:  
Glidden Fence Co., Inc.  
Attn: Bill Dapper  
17808 Spring Mill Road  
Westfield, IN 46074

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

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

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

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

5.13 Conflict of Interest.

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

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

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

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

5.16 Applicable Laws; Forum.

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

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



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

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

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

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

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

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

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

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

5.23.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming 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.

Slidden Fence Co Inc ("Contractor")

By: Kelli Wright

Date: 12/14/24

Printed: Kelli Wright

Title: Office Manager

City of Noblesville

By: 

Date: 12/17/24

Printed: Jack Martin

Title: President, Board  
of Public Works + Safety

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): Glidden Fence Co Inc  
By (Written Signature): Kelli Wright  
(Printed Name): Kelli Wright  
(Title): Office Manager

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

STATE OF INDIANA  
COUNTY OF HAMILTON

SS:



Subscribed and sworn to before me this 16 day of DECEMBER, 2024.

My commission expires: 6/27/2032 (Signed) Ryie Norris

a. Residing in HAMILTON County, State of INDIANA

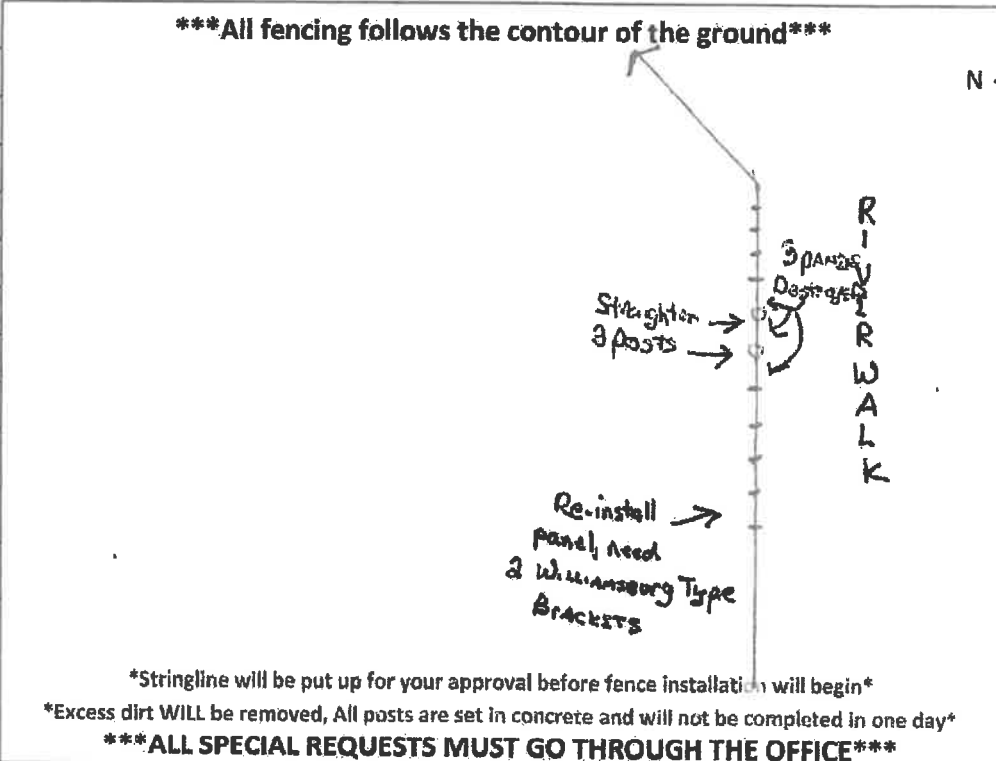
Estimator: **Bill** Time: **10am**  
 Day: **Wednesday** Date: **11/20/2024**

**Glidden Fence Co., Inc.**  
 PO Box 481 Westfield, IN 46074  
 Phone: 317-867-5140

Contract # **16426**  
 Underground: \_\_\_\_\_

Email: **office@gliddenfencecoinc.com**

Client: **City of Noblesville**  
 Address: **16 South 10th St.**  
 City/Zip: **Noblesville 46060**  
 Best # **317-764-1862**  
 Email: **dtroutman@noblesville.in.gov**  
 Contact: **Dusty**  
 Cnty/Twnshp **Hamilton / Noblesville**  
 Loc: **201-207 S 5th St.**  
 City/Zip **Noblesville 46060**  
 Job Total: **\$ 1145.00**  
 Adj. +/-  
 Deposit:  
 Balance:



**REINSTALL 1 PANEL STRAIGHTEN 2 POSTS, REPLACE 3 SECTIONS OF 4' 2 RAIL CLASSIC WILLIAMSBURG TYPE ORN. STEEL FENCE WITH MONTAGE ORN STEEL FENCE (NOT A CLOSE MATCH BUT SAME TYPE AS WE INSTALLED ON ANOTHER AREA.**

This quotation may be accepted only by noting your acceptance upon a copy hereof and returning the same to us on or before **25th** day of **DECEMBER** 20**24**.  
 Unless accepted on or before said date, this quotation shall be deemed to have been cancelled and rescinded. Seller reserves the right to revoke this quotation at any time before acceptance.

**PROVISIONS OF THE CONTRACT**

1. Any offer to contract pursuant to the accompanying quotation shall not result in a binding contract until it is accepted and acknowledged by the buyer and approved by the Seller's credit department.
2. Payment terms: 25% down for new fences, 50% down for special order materials, and payment in full for repairs. Balance due upon completion unless otherwise noted.
3. Seller will complete the job within 90 days from the date of contract unless prevented from doing so by delays beyond Seller's control. If Seller is unable to complete the job within 90 days from the date of contract because of delays by Buyer, Buyer's agent, contractors, or employees, the contract price shall be null, void, and subject to amendments between the parties.
4. Buyer shall be held responsible for any underground obstructions and the surveying of property lines. Buyer shall clear all lines for the construction of the fence and shall mark property mark with stakes. Seller shall not be responsible for any encroachments over Buyer's property lines and specifically relies upon Buyer's instructions with regard to location of said property.
5. Seller shall not be held liable for unmarked underground obstructions, including, but not limited to, sprinkler lines, drainage tiles, underground gutters, invisible fence, and pool lines.
6. Seller warrants that the fence erected is made in a good workmanlike manner, in accordance with the specifications therefore supplied or agreed to by buyer and expressly the same against defects in material and workmanship for a period of twelve (12) months from completion date. Seller makes no other warranty, express or implied, and any implied warranty or merchantability fitness for a particular purpose which exceeds the foregoing warranty is hereby disclaimed by Seller and excluded from any agreement made by acceptance in a contract pursuant to this Quotation. Seller will not be liable for consequential damages, loss or expense arising in connection with the use of or inability to use its fence for any purpose whatsoever. Seller's maximum liability shall not in any case exceed the contract price for goods claimed to be defective or unsuitable. Warranty is not honorable unless job is paid in full.
7. If Buyer cancels or otherwise rescinds this contract prior to the performance of any work or the supplying of any materials, Buyer agrees to pay Seller twenty-five percent (25%) of the total contract price, which said amount will be due and payable to Seller within ninety (90) days from the date of said rescission or cancellation.
8. Buyer warrants that all persons named as owners (or in a proper case, as contract purchasers) of the real estate on which the fence is to be erected have signed this contract for Buyer.
9. Accounts become past due fourteen (14) days after completion. Thereafter, finance charges are assessed at 21% APR, computed on the average daily balance due.
10. In the event of non-payment a referral to an attorney for collection, Buyer agrees to be liable for Seller's court costs, attorney fees, and other costs of reimbursements due under this contract.
11. The right to access and removal is granted to Glidden Fence in the event of non-payment.
12. Seller reserves the right to place signage on new fences.
13. No request, whether expressed or implied, shall be deemed executable unless indicated on this contract in writing and acknowledged by Glidden Fence Co., Inc.'s office staff.
14. Buyer is responsible for obtaining all required county, city, or neighborhood association permits and variances.
15. All credit card payments are subject to a 2% processing fee.

If you pay your balance within 5 days of job completion you can save an extra   25%  

**Bill Dapper**  
 Seller **Glidden Fence Co., Inc.** Date **11.25.2024**  
 Buyer \_\_\_\_\_ Date \_\_\_\_\_

\*\* Only one discount may be applied per contract\*\*

Sub: **Riverside Cemetery** Directions: \_\_\_\_\_

# Sharkey Nails It Construction Co



GC#1100015 License and insured

Hamilton 317-809-9738

19675 Hague Rd. Noblesville IN 46062

317-809-9738

sharkeynailsit.com

sharkeynailsit72@gmail.com

TO  
**City of Noblesville , IN**

201 S. 5th Street Noblesville ,In 46060

☎ 317-764-1862

Dtroutman@noblesville.in.gov

<b>QUOTE</b>	<b>DATE</b>	<b>TOTAL</b>
435	Nov 20, 2024	USD \$3,199.00

## DESCRIPTION

Replace 2 aluminum post 2"x2"x5' and replace 3 gothic top aluminum panels. Replace brackets on the other aluminum panel that has been removed. 42"x8'. Clean up and remove trash from site.	1	\$3,199.00
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<b>TOTAL</b>	<b>USD \$3,199.00</b>
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Please leave a rating/review on <https://nextdoor.com>

Please note that this estimate is based on the information provided and may be subject to change upon further evaluation or any modifications to the project's requirements. Any additional work or materials not mentioned in this estimate will be clearly communicated and agreed upon before proceeding. This estimate will be honored for two weeks from the date of the estimate or once the deposit is received and you are on the schedule.

P.O. Box 941 • Noblesville, IN 46061-0941 • Phone: (317) 774-0197

**Estimate Submitted To:**

City of Noblesville  
1575 Pleasant St.  
Noblesville, IN 46060

Phone: 317-776-6348

Email: [dtroutman@noblesville.in.gov](mailto:dtroutman@noblesville.in.gov)

Cell: 317-764-1862

Contact: Dusty Troutman

**Jobsite:**

Riverside Cemetery  
201 S 5<sup>th</sup> St.  
Noblesville, IN

**Provisions of Contract**

**\*\*Payment Terms:** Balance due upon completion. A 4% convenience fee applied to credit card payments.

**\*\*Buyer** guarantees that all the persons named as owners (or in a proper case, as contract purchasers) of the real estate on which the fence is to be erected have signed this contract for Seller. Buyer shall clear all lines for construction of the fence and shall properly mark with stakes. Seller shall not be responsible for any encroachments over Buyer's property lines or into drainage and utility easements and solely relies on the Buyer's Instructions with regard to the location of said property. Buyer responsible for obtaining all required county, city or neighborhood association permits and variances.

**\*\*Bullseye Fence** is not responsible for damage to underground obstructions/auxiliary lines including, but not limited to: sprinkler systems, sump pump lines, drain pipes, septic systems, satellite lines, auxiliary power to lights or buildings, pool or hot tub lines, etc. Bullseye Fence is not responsible for damage to brick, concrete, wood, stone, etc. when drilling for flange posts and fence. Bullseye Fence is not responsible for damage to sod, grass, landscaping, bushes, trees, flowers, plants, gardens, items hanging on existing fence, etc.

**\*\*Seller** will complete the job within one hundred eighty (180) days from the date of contract, unless prevented from doing so by delays beyond Seller's control. If Seller is unable to complete the job within one hundred eighty (180) days from date of contract because of delays caused by Buyer or Buyer's agents, contractors, or employees, the contract price shall be null and void and subject to renegotiation between the parties.

**\*\*Seller** guarantees that the fence installed is of good workmanship in accordance with the specifications supplied or agreed to by Buyer and expressly guarantees the same against defects in material and workmanship for a period of 24 months from completion date. Seller makes no other warranty, expressed or implied; and any implied warranty or merchantability of fitness for a particular purpose which exceeds the foregoing warranty is hereby disclaimed by Seller and excluded from any agreement made by acceptance in a contract pursuant to this proposal. Seller will not be liable for any consequential damages, loss, or expense arising in connection with the use of or inability to use its fence for any purpose whatever. Seller's maximum liability shall not in any case exceed the contract price for goods claimed to be defective or unsuitable. Warranty void on treated pine lumber for bowing, warping, twisting, splitting, cracking and checking.

**\*\*A FINANCE CHARGE** equal to FOUR PERCENT (4%) of the total owed will be added to the account SEVEN (7) days past due. Thereafter, a FINANCE charge of FOUR PERCENT (4%) per month (21% ANNUAL PERCENTAGE RATE) will be added and computed on the AVERAGE DAILY BALANCE due.

**\*\*Buyer** agrees to be liable for Seller's court costs, attorney fees, and other costs of collection amount due under this contract in the event that referral to an attorney for non-payment becomes necessary. In the event of non-payment, all warranties are void and the right to access and remove is granted to Bullseye Fence.

All posts set in concrete mixed on site. Removal of topsoil from post holes included.

**Description of Work**

Existing 48" Black Steel Williamsburg 2-Rail Spear on 2" Posts

**\$2,610.00**

Reseal/Straighten 4 – Posts

Install 3 – Panels of 48" Black Steel Montage Residential 2-Rail Classic on Existing Posts with New Brackets

Reinstall 1 – Existing Panel with New Brackets

SELLER'S SIGNATURE:



BUYER'S SIGNATURE: \_\_\_\_\_

DATE: 12/3/24

DATE: \_\_\_\_\_

ESTIMATE VALID THROUGH: 1/3/25



# FINANCE & ACCOUNTING

## Funding Verification/Encumbrance Request Form

Date to be submitted to BoW/Park Board: 12/17/24 (put N/A if not submitting to BoW/Park Board)

Vendor name: Glidden Fence Company, Inc.

Vendor Address: 17808 Spring Mill Road, Westfield, IN 46074

Brief description of purchase: Replacement of section of damaged fence at Riverside Cemetery

**Source of Funding:**

- Current Year Operational Budget
- Subsequent Year Operational Budget<sup>1</sup>
- Funding not yet finalized (attach explanation)<sup>2</sup>
- Loan or debt proceeds
- Non-Appropriated Fund<sup>3</sup>

Fund #	101
Department #	013
Project # (NA if no project #)	
Expense Object #	Amount
#1	310.100 \$ 1,145.00
#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

Evelyn L. Lees  
(Signature)

Evelyn Lees  
(Printed Name)

12/12/24  
(Date)

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

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

**OFA Action Taken**

- Purchase Order Created PO # (if applicable): \_\_\_\_\_
- Reviewed Availability of funds (Contract/Purchase of over \$50k or paid with debt proceeds only)  
OFA Signature Caitlin Kesner
- No Action Taken (Department should still include this form in purchase/contract approval submission)

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

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

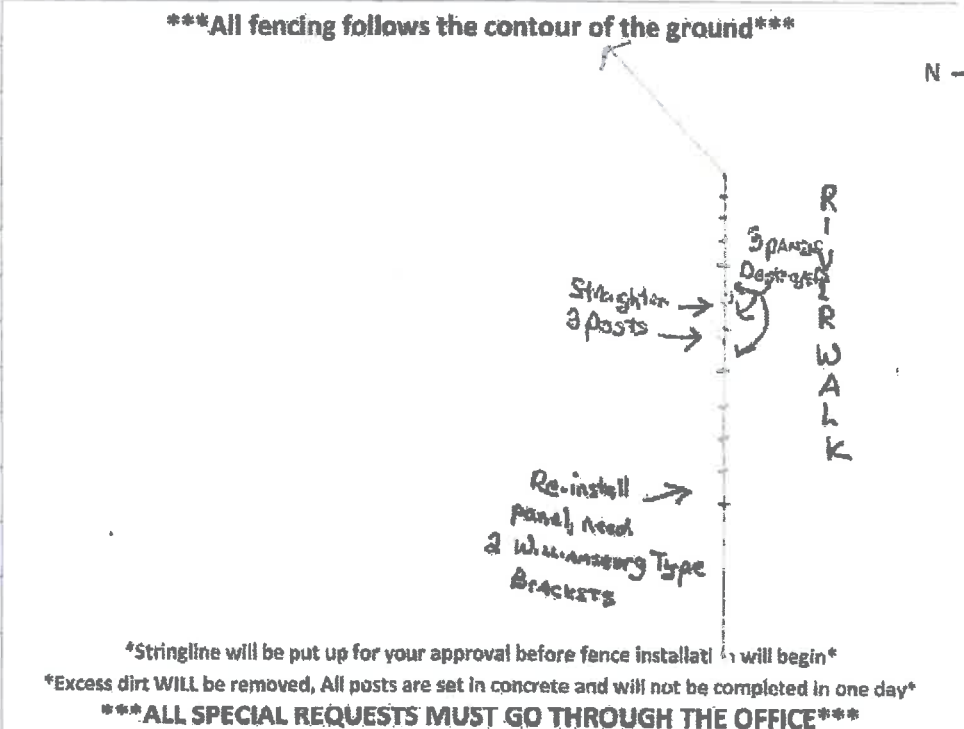


Estimator: **Bill** Time: **10am**  
 Day: **Wednesday** Date: **11/20/2024**

**Glidden Fence Co., Inc.**  
 PO Box 481 Westfield, IN 46074  
 Phone: 317-867-5140  
 Email: office@gliddenfencecoinc.com

Contract # **16426**  
 Undergroun:

Client: **City of Noblesville**  
 Address: **16 South 10th St.**  
 City/Zip: **Noblesville 46060**  
 Best # **317-764-1862**  
 Email: **dtroutman@noblesville.in.gov**  
 Contact: **Dusty**  
 Cnty/Twnshp **Hamilton / Noblesville**  
 Loc: **201-207 S 5th St.**  
 City/Zip **Noblesville 46060**  
 Job Total: **\$ 1145.00**  
 Adj. +/-  
 Deposit:  
 Balance:



\*Stringline will be put up for your approval before fence installation will begin\*  
 \*Excess dirt WILL be removed, All posts are set in concrete and will not be completed in one day\*  
**\*\*\*ALL SPECIAL REQUESTS MUST GO THROUGH THE OFFICE\*\*\***

**REINSTALL 1 PANEL STRAIGHTEN 2 POSTS REPLACE 3 SECTIONS OF 4' 2 RAIL CLASSIC WILLIAMS ORN TYPE ORN. STEEL FENCE WITH MOUNTAGE ORN STEEL FENCE (NOT A CLOSE MATCH BUT SAME TYPE AS WE INSTALLED ON ANOTHER AREA.**

This quotation may be accepted only by noting your acceptance upon a copy hereof and returning the same to us on or before **25th** day of **OCTOBER** 20**24**.  
 Unless accepted on or before said date, this quotation shall be deemed to have been cancelled and rescinded. Seller reserves the right to revoke this quotation at any time before acceptance.

**PROVISIONS OF THE CONTRACT**

1. Any offer to contract pursuant to the accompanying quotation shall not result in a binding contract until it is accepted and acknowledged by the buyer and approved by the Seller's credit department.
2. Payment terms: 25% down for new fences, 50% down for special order materials, and payment in full for repairs. Balance due upon completion unless otherwise noted.
3. Seller will complete the job within 90 days from the date of contract unless prevented from doing so by delays beyond Seller's control. If Seller is unable to complete the job within 90 days from the date of contract because of delays by Buyer, Buyer's agent, contractors, or employees, the contract price shall be null, void, and subject to amendments between the parties.
4. Buyer shall be held responsible for any underground obstructions and the surveying of property lines. Buyer shall clear all lines for the construction of the fence and shall mark property mark with stakes. Seller shall not be responsible for any encroachments over Buyer's property lines and specifically relies upon Buyer's instructions with regard to location of said property.
5. Seller shall not be held liable for unmarked underground obstructions, including, but not limited to, sprinkler lines, drainage ties, underground gutters, invisible fence, and pool lines.
6. Seller warrants that the fence erected is made in a good workmanlike manner, in accordance with the specifications therefore supplied or agreed to by buyer and expressly the same against defects in material and workmanship for a period of twelve (12) months from completion date. Seller makes no other warranty, express or implied, and any implied warranty of merchantability inasmuch as a particular purpose which exceeds the foregoing warranty is hereby disclaimed by Seller and excluded from any agreement made by acceptance in a contract pursuant to this Quotation. Seller will not be liable for consequential damages, loss or expense arising in connection with the use of or inability to use its fence for any purpose whatsoever. Seller's maximum liability shall not in any case exceed the contract price for goods claimed to be defective or unsuitable. Warranty is not honorable unless job is paid in full.
7. If Buyer cancels or otherwise rescinds this contract prior to the performance of any work or the supplying of any materials, Buyer agrees to pay Seller twenty-five percent (25%) of the total contract price, which said amount will be due and payable to Seller within ninety (90) days from the date of said rescission or cancellation.
8. Buyer warrants that all persons named as owners (or in a proper case, as contract purchasers) of the real estate on which the fence is to be erected have signed this contract for Buyer.
9. Accounts become past due fourteen (14) days after completion. Thereafter, finance charges are assessed at 21% APR, computed on the average daily balance due.
10. In the event of non-payment a referral to an attorney for collection, Buyer agrees to be liable for Seller's court costs, attorney fees, and other costs of reimbursements due under this contract.
11. The right to access and removal is granted to Glidden Fence in the event of non-payment.
12. Seller reserves the right to place signage on new fences.
13. NO request, whether expressed or implied, shall be deemed executable unless indicated on this contract in writing and acknowledged by Glidden Fence Co., Inc.'s office staff.
14. Buyer is responsible for obtaining all required county, city, or neighborhood association permits and variances.
15. All credit card payments are subject to a 2% processing fee.

If you pay your balance within 5 days of job completion you can save an extra 2%

**\*\* Only one discount may be applied per contract\*\***

Seller: Bill Dappin Glidden Fence Co., Inc. Date: 11-25-2024  
 Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Sub: **Riverside Cemetery** Directions: