

FROM: Bruce Neal, Landscape Tech, Parks Department

SUBJECT: Scope of Work for Downtown Planters and Hanging Baskets

DATE: January 2025

-
1. Water 78 concrete planters downtown at least twice a week, sometimes three times a week depending on the weather.
 - a. Also start fertilizing once a week, about three weeks after they are planted because I will be putting a granular fertilizer in at planting.
 - b. Preferably use a Plant Marvel Nutriculture Flower and Bloom Plant food water-soluble fertilizer (12-31-14).
 2. Water 15 concrete planters on Logan St. Bridge at least twice a week, sometimes three times a week depending on weather.
 - a. Also start fertilizing once a week.
 - b. Preferably use a Plant Marvel Nutriculture Flower and Bloom Plant food water-soluble fertilizer (12-31-14).
 3. Water 175 Hanging baskets at least twice a week, sometimes three times a week depending on the weather at various locations.
 - a. Also start fertilizing once a week.
 - b. Preferably use a Plant Marvel Nutriculture Flower and Bloom Plant food water-soluble fertilizer (12-31-14).
 - c. Locations:
 - i. 20 baskets at Seminary Park
 - ii. 24 baskets at Federal Hill
 - iii. 28 baskets on Pleasant Street Bridge
 - iv. 103 baskets are Downtown, Public Safety bldg., Logan St. bridge, and in front of City Hall.
 4. Maintenance on 78 Concrete planters when watering or other times.
 - a. Trash needs cleaned out when you see it.
 - b. Flowers need maintained, if flower needs pruned or deadheaded to make more blooms or keep its shape that needs to be done. If you are not sure what needs done or showed how to do the pruning or deadheading please let me know and I will show you how to do it.

NOBLESVILLE PARKS & RECREATION DEPARTMENT

317.776.6350 | 701 Cicero Road | Noblesville, IN 46060 | www.NoblesvilleParks.org



- c. You will need to let me know if there are any issues or problems with the planters, so I can do what needs to be done to fix the issue or problem.
- d. See attached Map for locations



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** (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 on December 31st, 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 **Forty-Two Thousand Eight Hundred Fifty Six Dollars and Seventy Eight Cents (\$42,856.78)**

- 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:
GKM Property Services
Attn: Brody Kalbaugh
20242 Hague Road
Noblesville, IN 46062

To City:
Noblesville Parks
Attn: Savannah Wines
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.

GKM Property Services, Inc ("Contractor")

By: *By Kyle*

Date: 3/3/2025

Printed: Broderick J Kalbaugh

Title: President/CFO

City of Noblesville

By: *Chris*

Date: 3/11/2025

Printed: Chris Jensen

Title: Mayor

Approved by the Board of Public Works and Safety of the City of Noblesville this _____ day of _____ 202_.

~~_____
JACK MARTIN, PRESIDENT~~

~~_____
JOHN DITSLEAR, MEMBER~~

~~_____
LAURIE DYER, MEMBER~~

~~_____
ROBERT J. ELMER, MEMBER~~

~~_____
RICK L. TAYLOR, MEMBER~~

ATTEST: _____

EVELYN L. LEES, CLERK

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

SS:

COUNTY OF Hamilton

Subscribed and sworn to before me this 3rd day of March, 2025,
2025.

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

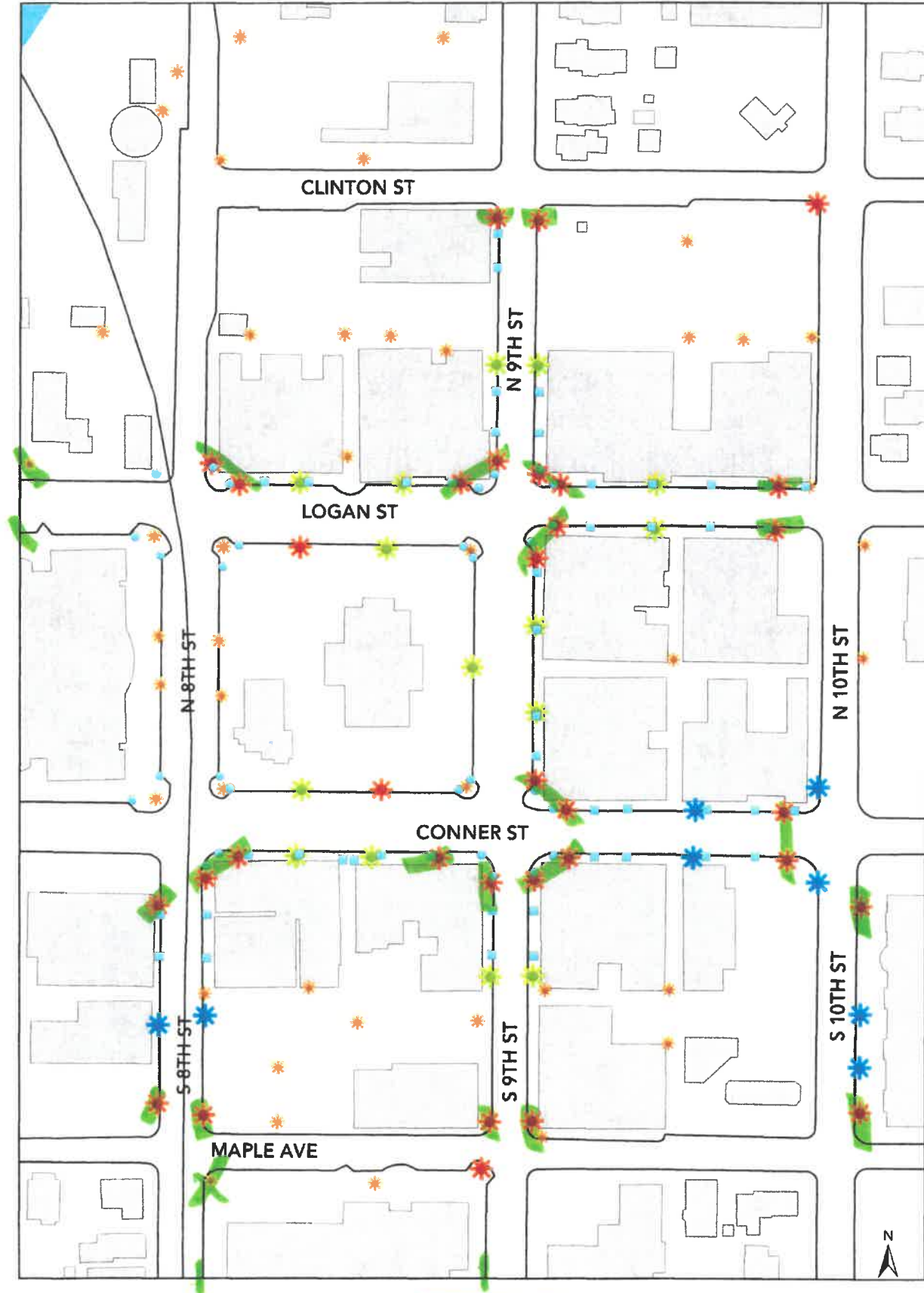
a. Residing in Hamilton County, State of Indiana



DOWNTOWN NOBLESVILLE CHANGES 2019

Hanging Baskets

Draft 4 - 4/30/19



- / ● Planters (75 total)
- ★ Parking (15 total)
- ★ Flowers (33 total)
- ★ Banner (8 total)
- ★ No Change

EXHIBIT A



Proposal #842

Date: 1/22/2025

Customer:

Savannah Solgere
City Of Noblesville Parks &
Recreation
701 Cicero Road
Noblesville, IN 46060

Property:

City Of Noblesville Parks &
Recreation
701 Cicero Rd
12788 E 191st St
Noblesville, IN 46060

2025 Planters & Baskets - Water Program RENEWAL

2025 Downtown Planters & Hanging Baskets Watering, Fertilization, Maintenance Program.

-78 Concrete Planters Downtown.

-15 Concrete Planters On Logan St. Bridge.

-175 Hanging Baskets.

- 20 Baskets At Seminary Park
- 24 Baskets At Federal Hill
- 28 Baskets On Pleasant Street Bridge
- 103 Baskets Are Downtown, Public Safety bldg., Logan St. Bridge, And In Front Of City Hall.

Services Billed Upon Completion

Description of Services	Frequency	Cost per Occ.	Annual Cost
Planters & Baskets - 2025			
Planters & Baskets - Water Program	58	\$738.91	\$42,856.78
		Total	\$42,856.78

Terms & Conditions

Payment Terms: We hereby propose to furnish material and labor in accordance with above specifications and any attachments for the above amount. Invoice is payable upon receipt as outlined in this proposal. All work is to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications will only be completed upon a written and signed work order, as an additional cost over and above the estimate. Invoices are payable upon receipt as outlined above. A late payment charge of 1.5% per month (18% APR) shall apply to any portion of the invoice not paid within the terms. If payment is not received within the terms above, GKM Property Services, INC also holds the right to null and void any and all warranties for work and have the right to file a lien if payment terms are not met. This shall serve as your notice of our intent to file a lien if our payment terms are not met. Client will be responsible for any reasonable collection expenses including reasonable attorney's fees. All credit card payments are subject to a 3% processing fee.

Equal Installment Option: If chosen, contract can be paid in monthly installments with the option of (8), (10), or (12) equal installments to be billed monthly.

Terms of Validity: Thirty (30) days following the proposal date, GKM Property Services, INC retains the right to re-quote the proposal in order to reflect any changes in labor costs, material cost, and or other costs.

Contract Term: Contract will be effective from April 1st, 2025 until November 1st, 2025 unless otherwise discussed.

Concealed Contingencies: GKM Property Services, INC will not assume responsibility for damage done to any underground wiring, irrigation, etc unless they are appropriately marked and designated prior to the commencement of any work being completed. Client is responsible for the location of all property lines, boundaries, and corners. GKM Property Services, INC is not responsible for any water usage on irrigation systems or any water loss that may occur due to breaks or damages to the system or clocks improperly programmed. Any extra costs to fix these issues will be the responsibility of the client. All elements of this agreement are contingent upon strikes, accidents, or any unforeseen problems that arise after the work has started.

Unforeseen Circumstances: Any projects and/or services may be delayed due to unforeseen circumstances such as Mother Nature, change orders, ordering materials or any other delays that may occur. This has the ability to affect the timing of completion of any project. GKM Property Services INC will not be held liable for any delays in any construction or management of the project.

Acceptance: The above prices, specifications and conditions as well as the additional terms and conditions appearing below are satisfactory and are hereby accepted and GKM Property Services, INC is authorized to do work as specified. Payment will be made as outlined above. By signing this proposal, you agree this shall constitute a legally binding agreement.

Entire Agreement: This proposal may be withdrawn by GKM Property Services, INC within (30) days after submission if not accepted in that timeframe. The terms, covenants and conditions contained in the proposal are the entire agreement of the parties, and all prior or contemporaneous oral or written agreements are merged herein. Any other oral statements made by any employee or agent of GKM Property Services, INC does not constitute a warranty and does not constitute part of this agreement. No changes or modifications of the proposal shall be valid unless in writing and signed by all parties to the proposal.

Termination of Contract: It is understood and agreed upon that either party may terminate this contract, without cause, upon delivery of thirty (30) days written notice of termination to the other party.

Governing Law: The validity, interpretation and performance of this proposal or any transactions consummated hereunder shall be governed by the laws of the State of Indiana.

By 
Brody Kalbaugh

Date 1/22/2025
GKM Property Services

By _____

Date _____
City Of Noblesville Parks & Recreation

