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 ____**May Sealing LLC**_____ (hereinafter referred to as "Contractor"), and its successors and assigns, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. INTERPRETATION AND INTENT

1.1 The "Agreement", as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include this Services Agreement and the **Exhibit A** attached hereto, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.

1.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.

1.3 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.

1.4 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City's representatives having drafted all or any portion of this Agreement.

1.5 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

SECTION II. DUTIES OF CONTRACTOR

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

SECTION III. TERM

3.1 The term of this Agreement shall begin upon execution and terminate ____ July 13 2024__, ("Termination Date") unless terminated earlier in accordance with this Agreement.

SECTION IV. COMPENSATION

4.1 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in **Exhibit A.** Compensation shall not exceed _____($27350.00__).

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:
_May Sealing LLC _____
Attn: Mike May
_11716 E 216th St.__
___Noblesville, IN 46060_____

To City:
City of Noblesville
Attn: Street Department_____
1575 Pleasnat Street
Noblesville, IN 46060

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

5.11 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.

5.12 Non-discrimination. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or

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

5.13 Conflict of Interest.

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

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

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

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

5.16 Applicable Laws; Forum.

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

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

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

5.17 Waiver. City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies.

5.18 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

5.19 Attorneys' Fees. Contractor shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.

5.20 Successors and Assigns. City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City or the Contractor.

5.21 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by City.

5.22 Debarment and Suspension

5.22.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.

5.22.2 Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.

5.22.3 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of

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

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

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

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

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

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

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

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

May Sealing LLC **("Contractor")**

By: Michael May Date: 3/27/2024

Printed: Michael May

Title: Owner

City of Noblesville

By: _____ Date: _____

Printed: _____

Title: _____

All of which is approved by the Board of Public Works and Safety of the City of Noblesville this 14th day of May 2024.

JACK MARTIN, PRESIDENT

JOHN DITSLEAR, MEMBER

LAURIE DYER, MEMBER

ROBERT J. ELMER, MEMBER

RICK L. TAYLOR, MEMBER

ATTEST:

EVELYN L. LEES, CLERK
CITY OF NOBLESVILLE, INDIANA

E-Verify Affidavit

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

The undersigned, on behalf of the Contractor, being first duly 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): May Sealing LLC

By (Written Signature): Michael May

(Printed Name): Michael May

(Title): Owner

Important - Notary Signature and Seal Required in the Space Below

STATE OF Indiana

COUNTY OF Hamilton

SS:

CARMEN B STAPERT
Notary Public - Seal
Hamilton County - State of Indiana
Commission Number NP0737548
My Commission Expires Nov 18, 2029

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

My commission expires: 11/18/2029 (Signed)

a. Residing in Hamilton County, State of Indiana

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/22/2024

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
PHONE (A/C, No, Ext): (317)915-8601 FAX (A/C, No): (317)915-8697
E-MAIL ADDRESS: lisa@acb-insurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hastings Mutual	38288
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
May Sealing LLC
PO Box 1262
Noblesville IN 46061-

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	Y		CPP6248040	03/25/2024	03/25/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			ACV6247091	03/25/2024	03/25/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		A000021555	03/25/2024	03/25/2025	[X] WC STATUTORY LIMITS [ ] OTHER	
							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)

CERTIFICATE HOLDER
City of Noblesville
Noblesville IN 46060-

CANCELLATION
AI 028199

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
Lisa Small

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ESTIMATE	#22877
ESTIMATE DATE	Oct 27, 2023
TOTAL	$27,350.00

MAY SEALING LLC

Noblesville Street Department
1575 Pleasant Street
Noblesville, IN 46060

(317) 922-3518
jakethompson@noblesville.in.us

CONTACT US

P.O. BOX 1262
Noblesville, IN 46061

(317) 776-1010
maysealing@gmail.com

ESTIMATE

Services	qty	unit price	amount
THOROUGH CLEANING OF BLACKTOP Asphalt to be thoroughly cleaned with steel brooms and walk-behind blowers. Oil spots to be chemically treated.			
HOT POUR CRACK SEALING At least 9500 linear feet of cracks/seams to be sealed with Deery Superstretch Crack Sealant. Cracks to be cleaned first with steel brooms, walk-behind blowers, and a 2800 Degree Fahrenheit heat lance as needed to clean, dry, etch, and incinerate vegetation in cracks. Not every crack or inch of crack to be filled and emphasis is on cracks greater than 1/4."	1.0	$5,700.00	$5,700.00
2 COATS OF SEALER (Spray Application) Two coats of Star-Seal Action Pave Coal-Tar Sealer enhanced with Sureflex Additive and sand applied to approximately 91, square feet of asphalt. Some "trim areas" near perimeter, concrete, buildings or other structures may receive a single, hand-applied coat. If Star-Seal Action Pave is not readily available on day of sealing another coal tar or asphalt emulsion sealer may be substituted.	1.0	$26,150.00	$26,150.00
PARKING LOT STRIPING Repaint parking lot lines and other markings with latex traffic marking paint. Variations in size, color, and font type may occur.	1.0	$1,500.00	$1,500.00
BARRICADE LOT FOR UP TO 48 HOURS			

TERMS & CONDITIONS

All material guaranteed to be as specified. All work will be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written change orders and will become an extra cost over and above the estimate. All agreements contingent upon the absence of strikes, accidents or delays beyond our control. May Sealing LLC will not be responsible for premature wearing or discoloration of seal-coating applied after October 15. Please note: in rare cases areas with high water table or sub-base problems, hydrostatic pressure can cause discoloration/staining in cracks and surface of newly-sealed asphalt. Temporary tire marks and scuffs may form in newly-sealed asphalt for approximately 30 days. If the work specified above cannot be provided due to vehicles in the parking area or inability to access the area on the scheduled work date, an additional trip charge of $500 will be assessed to return and complete the work. This proposal may be withdrawn if not accepted within 30 days. By accepting this proposal, client agrees to pay all invoices on time and is responsible for all fees and court costs concerning collection. Payment due upon job completion.

Services subtotal: $33,350.00

Subtotal	$33,350.00
Multi-Service Discount	- $6,000.00
Total	**$27,350.00**

Thank-you for considering us for your business!

Sowers Sealcoating Inc
216 N JOHN ST
Arcadia,IN 46030Phone # 317.502.7825
sowersandsons@yahoo.com
www.sowerssealcoating.com

Estimate

Date	Estimate #
11/4/2023	229

Name / Address
Noblesville Street Department Jake Thompson

Project

Description		Total
Fully clean and prepare surface of driveway by mechanical means: Power Brooms, Wire Wheels, Walk-behind Blowers.	0.00	0.00
Fill estimated cracks with Deery Hot Pour Rubberized Crack Filler,filling app 21000 lineal feet	10,500.00	10,500.00
Seal driveway surface with Action Pave a Coal Tar Sealer and Silica Sand Mixture with (Approx 2lbs to1gal sand/sealer ratio) 96971 SF will be applied by cutting in all the perimeter and spraying 2 coats	16,485.00	16,485.00
Restripe pre-existing lines, numbers and HC spots using the previous paint color unless otherwise instructed by the customer.	945.00	945.00
	Total	$27,930.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the specs submitted for above work and completed in a substantial workmanlike manner for the agreed upon costs as stated in the estimate, provided no other issues arise. Payment is due upon completion unless otherwise noted. If the above specifications and conditions are satisfactory and are accepted, please sign and return to Sowers Sealcoating Inc. Thank you for your business.

Respectfully submitted_____ Date:_____

Accepted signature_____ Date:_____

ESTIMATE

CONRAD'S SEALCOATING & STRIPING

5553 WEST 900 NORTH
FRANKTON, IN 46044
765-639-1769

Noblesville Street Dept. 10-25-23

Job Description

Square Foot of Seal Coat 97,416

Linear Foot of Crack Seal 12,843

Striping

Patching

BRUSH ON - NO SPRAY ON

Itemized Estimate	
Price of Seal Coat	$ 19,483.00
Price of Crack Seal	$ 7,707.00
Price of Striping	$ 1,287.00
Price of Cleaning	$
Price of Patching	$
Total Estimated Job Cost	$ 28,476.00

Thanks Conrad

Estimates subject to change in 30 days

THE CITY OF NOBLESVILLE

FINANCE & ACCOUNTING

Funding Verification/Encumbrance Request Form

Date to be submitted to BoW/Park Board: 12-19-23 *(put N/A if not submitting to BoW/Park Board)*

Vendor name: May Sealing, LLC

11459

Vendor Address: PO Box 1262, Noblesville, IN 46061

Brief description of purchase: Sealing parking lot at Street Department and restripe

Source of Funding:

- [x] Current Year Operational Budget
- [ ] Subsequent Year Operational Budget[1]
- [ ] Funding not yet finalized (attach explanation)[2]
- [ ] Loan or debt proceeds
- [ ] Non-Appropriated Fund[3]

Fund #		101
Department #		025
Project # (NA if no project #)		NA
	Expense Object #	Amount
#1	366.100	$ 27,350.00
#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?

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

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

Department Director

(Signature)

Patty Johnson *(Printed Name)* 12/6/23 *(Date)*

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

FOR OFFICE OF FINANCE AND ACCOUNTING USE ONLY

OFA Action Taken

- [x] Purchase Order Created — PO # (If applicable): 2303416
- [ ] Reviewed Availability of funds *(Contract/Purchase of over $50k or paid with debt proceeds only)*

OFA Signature

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

Comments:

Initials: HT Date: 12/5/23

Rev 03/07/2023

Installed by the CITY OF NOBLESVILLE-2013

Form 98 (Rev. 1998)

PURCHASE ORDER
CITY OF NOBLESVILLE
16 SOUTH 10TH STREET STE 270

NOBLESVILLE IN 46060
PHONE: 317-776-6328
FAX: 317-776-6369

PAGE: 1

INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 0031216078010

FEDERAL EXCISE TAX EXEMPT
358001141

PURCHASE ORDER NO. 230346

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

SHIP TO:

TO
VENDOR # 11459
MAY SEALING LLC
PO BOX 1262
NOBLESVILLE IN 46061

ATTN:

DATE	DEPARTMENT	SHIP TO ARRIVE BY
12/05/2023	STREET	

APPROPRIATION NUMBER	QUANTITY	UNIT	DESCRIPTION	PROJECT #	UNIT PRICE	AMOUNT
101025366.100	1.0		SEALING PARKING LOT AT ST DEPT & RESTRIPE		27350.00	27350.00

SHIP VIA

TOTAL 27350.00

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 H. Spalding

TITLE CONTROLLER

ORIGINAL - VENDOR'S COPY