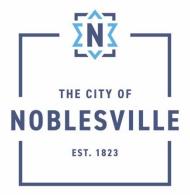


Board of Public Works and Safety Agenda Item

Cover Sheet

MEETING DATE: May 27, 2025
☐ Consent Agenda Item
⊠ New Item for Discussion
☐ Previously Discussed Item
☐ Miscellaneous
ITEM #: <u>6</u>
INITIATED BY: Kristyn Parker
⊠ Information Attached
□ Verbal
☐ No Paperwork at Time of Packets



TO: Board of Public Works

FROM: Kristyn Parker, Project Coordinator, Utilities

SUBJECT: Approval of Services Agreement with SLB Pipe Solutions, LLC

DATE: May 27, 2025

Utilities is requesting approval of a Services Agreement with SLB Pipe Solutions, LLC for construction services for the CSO 004 Stormwater Separation Project. This services agreement is in a do not exceeds amount of \$899,458.00.

The CSO 004 Stormwater Separation Project will separate sanitary and storm sewers in the CSO 004 basin. Streets impacted by this project include:

- 14th Street from North St. to Central Ave.
- 9th Street and Monument

Thank you for your consideration.



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 SLB Pipe Solutions 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 December 31st, 2027, ("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.**

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Compensation shall not exceed Eight Hundred Ninety-nine Thousand Four Hundred Fifty-eight dollars (\$899,458.00).

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 <u>Independent Contractor.</u> 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

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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 <u>Insurance</u>.

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.

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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 <u>Termination for Failure of Funding</u>. 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

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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 <u>Indemnification.</u> 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: SLB Pipe Solutions LL Attn: Eric Spreen 2900 Mitchell Rd, Box 1021 Bedford, IN 47421 To City: Noblesville Utilities Attn: Jonathan Mirgeaux 197 S Washington St. Noblesville, IN 46060

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

- 5.11 <u>Disputes.</u> 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 <u>Non-discrimination.</u> 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

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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

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

- 5.17 <u>Waiver.</u> 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 <u>Attorneys' Fees.</u> 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 <u>Authority to Bind Contractor.</u> 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

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- 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 <u>Compliance With E-Verify Program.</u> 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.

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IN WITNESS WHEREOF, the parties hereto have below.	ve executed this Agreement on the dates subscribed
SLB Poe Solutions ("Contractor")	
By: 55 55	Date: 05-05-2025
Printed: Evic Spraen	
Title: DUNA.	
Approved by the Board of Public Works and day of	
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	

EXHIBIT A

BID PACKAGE

NOBLESVILLE CSO 004 STORMWATER SEPARATION PROJECT NOBLESVILLE, INDIANA

1 Proposal

ITEMS

2	Itomizod	Proposal
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- 3 Bid Bond
- 4 Affidavit of Major Suppliers
- 5 Affidavit of Subcontractors
- 6 List of Bidder Experience on Public Works Projects
- 7 Non-Collusion Affidavit
- 8 E-Verify Affidavit
- 9 Form 96 to be provided by Bidder
- 10 Financial Statement to be provided by Bidder

PLACE A TAB BY EACH SECTION NOTED ABOVE FOR QUICK REVIEW AT BID OPENING

Bidder: SLB Pipe Solutions LLC	-	
Address: 2900 Mitchell Road; PO	вох	1021
City, State, Zip: Bedford, IN 47421	4	
Phone: 812-583-3566	i	
Contact: Eric Spreen		

PROPOSAL

NOBLESVILLE CSO 004 STORMWATER SEPARATION PROJECT NOBLESVILLE. INDIANA

To the Board of Public Works and Safety, Noblesville, Indiana:

Pursuant to the published "Notice to Bidders", the undersigned has investigated the conditions affecting the cost of the proposed:

NOBLESVILLE CSO 004 STORMWATER SEPARATION

And hereby tenders this bid to construct said project in accordance with the Contract Documents now on file with the City of Noblesville, Indiana, and to furnish all necessary machinery, equipment, tools, labor and other means of construction, and to furnish all material specified in the manner and at the time prescribed as required by the Contract Documents and pursuant to the Payment Bond and Performance Bond to be filed, each in the amount of 100 percent of the Contract price of:

TOTAL BASE BID AMOUNT

eight hundred ninety nine thouand	
four hundred fifty eight dollars	Dollars (Words)
\$899,458.00	Dollars (Figures)

These prices are the sum of the quoted unit prices multiplied by the quantity for each item as shown on the attached Itemized Proposal. Whereas as a mathematical computation error exists on the Itemized Proposal; thus causing the above-stated Bid Amount to be stated incorrectly, the Bidder acknowledges that the unit prices, as stated on the Itemized Proposal, shall govern.

The undersigned further agrees to complete the furnishing and construction of this Contract and be substantially completed and ready for use on or before November 30, 2025.

Enclosed is a certified check to the Board of Public Works and Safety, City of Noblesville, or a Bid Bond binding the undersigned and surety to the Board of Public Works and Safety, City of Noblesville, Indiana, in the amount of:



which amount is not less than ten percent (10%) of the <u>total</u> bid amount (Base Bid) as set out above, guaranteeing the undersigned will enter into contract for the performance of the work if this Proposal is accepted.

As required by the statutes of the State of Indiana for any bid of \$100,000 of more, Questionnaire Form 96 (revised 2013), of the Indiana State Board of Accounts is properly executed and attached hereto. It is hereby agreed that this Proposal shall remain in full force and effect and may not be withdrawn for a period of 60 days from the date of receiving proposals by the Board of Public Works and Safety, Noblesville, Indiana.

Respectfully	submitted,
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SLB Pipe Solutions LLC

Contractor

(Individual) (Partnership) or (Corporation)

By: Eric Spreen

2900 Mitchell Road; PO BOX 1021

Bedford, IN 47421

Dated:

April 15, 2025

The above Bidder acknowledges receipt of Addenda Nos. none

Address:

Note: The legal status of the Bidder, whether as an individual, partnership or corporation must be indicated as above, and all pertinent information as required by the Specifications must be furnished.

CITY OF NOBLESVILLE - CSO 004 STORMWATER SEPARATION PROJECT ITEMIZED PROPOSAL

			ASE BID		
em No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Mobilization / Demobilization	LS	1	\$40,000.00	\$40,000.00
2	Construction Engineering	LS	1	\$15,000.00	\$15,000.00
3	Maintenance of Traffic	LS	1	\$30,000.00	\$30,000.00
4	Erosion & Sediment Control	LS	2	\$2,500.00	\$5,000.00
5	Clearing and Grubbing	LS	1	\$5,000.00	\$5,000.00
6	Precast Manhole Type C (Depth 0'-8') Structural Backfill	EA	6	\$11,500.00	\$69,000.00
7	Precast Manhole Type C (Depth 8'-16') Structural Backfill	EA	3	\$16,000.00	\$48,000.00
8	Precast Manhole Type C, Doghouse, (Depth 8'-16') Structural Backfill	EA	3	\$18,000.00	\$54,000.00
9	Inlet Type A	EA	5	\$4,500.00	\$22,500.00
10	Inlet Type J	EA	8	\$5,500.00	\$44,000.00
11	Modify & Connect to Existing Structure	EA	2	\$10,500.00	\$21,000.00
12	12" RCP Storm Sewer (0'-8' Depth), Structural Backfill	LF	394	\$275.00	\$108,350.00
13	15" RCP Storm Sewer (0-8' Depth), Structural Backfill	LF	224	\$275.00	\$61,600.00
14	15" RCP Storm Sewer (8'-12' Depth), Structural Backfill	LF	551	\$300.00	\$165,300.00
15	18" RCP Storm Sewer (0-8' Depth), Earthen Backfill	LF	56	\$250.00	\$14,000.00
16	Modify Existing Diversion Structure CSO 004	LS	1	\$15,000.00	\$15,000.00
17	Concrete Sidewalk Reconstruction	SY	173	\$100.00	\$17,300.00
18	Concrete Driveway Reconstruction	SY	39	\$110.00	\$4,290.00
19	Concrete Curb, 18" Box Curb	LF	96	\$77.00	\$7,392.00
20	Concrete Curb and Gutter, Type II	LF	330	\$47.00	\$15,510.00
21	Concrete Curb Ramp	SY	22	\$120.00	\$2,640.00
22	Mulched Seeding	SY	415	\$7.00	\$2,905.00
23	Cold Mill Asphalt Pavement 1.5"	TON	134	\$50.00	\$6,700.00
24	HMA Surface, Type A	TON	100	\$207.00	\$20,700.00
25	HMA Intermediate, Type A	TON	167	\$148.00	\$24,716.00
26	HMA Base, Type A	TON	167	\$140.00	\$23,380.00
27	Compacted Aggregate Base #53 Crushed stone	TON	303	\$40.00	\$12,120.00
28	Line, Thermoplastic, Soild, White, 4-inch	LF	25	\$6.00	\$150.00
29	Line, Thermoplastic, Soild, Yellow, 4-inch	LF	320	\$6.00	\$1,920.00
30	Stop Bar, Thermoplastic, Soild, White, 12-inch	LF	10	\$24.00	\$240.00
31	Replace Existing Casting	EA	1	\$1,750.00	\$1,750.00
32	Remove and Reinstall Existing Sign	EA	2	\$1,000.00	\$2,000.00
33	Remove Existing Catch Basin/Inlet	EA	3	\$1,000.00	\$3,000.00
34	Remove Concrete Curb	LF	423	\$15.00	\$6,345.00
35	Remove Concrete Sidewalk and Driveway Approach Slabs	SY	268	\$75.00	\$20,100.00
36	Remove Existing Pipes (All Sizes)	LF	114	\$75.00	\$8,505.00

Base Bid: Total Estimated Construction Costs =		\$899,458.00	(Figures)
Eight-Hundred & Ninety-Nin	ne Thousand,	Four Hundred & Fifty-Eight	(Words)

These prices are the sum of the unit prices multiplied by the quantity for each item. Whereas any mathematical computation error exists causing Total Estimated Construction Costs to be stated incorrectly, the Undersigned acknowledges that the unit prices, as stated above, shall govern.

The above stated items covers all work, labor, equipment, and manpower to complete project. Prospective quoter accepts and agrees to competed the project in accordance to Contract Information Book and Construction Plans.

CITY OF NOBLESVILLE PAYMENT BOND

CONTRACTOR

(Name and address of principal place of business):

SURETY:

(Name and address of principal place of business):

OWNER:

City of Noblesville 16 S. 10th Street

Noblesville, Indiana 46060

CONSTRUCTION CONTRACT

Date

Project Description ("Project"): Noblesville CSO 004 Stormwater Separation Project consisting of the installation of new storm sewer systems including pipes and structures and a new combine sewer Diversion Structure for CSO 004. Project will include the replacement of curbs, sidewalks, curb ramps and roadway pavements associated with the installation of the new systems.

BOND

Bond Number:

Date: (Not earlier than

Agreement date):

Penal Sum (100% of Contract Sum): (Words) (\$ (\$)

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

"CONTRACTOR"

Company: SLB Pipe Solutions LLC

Company:

Signature:

By:

Printed:

Eric E Spreen

Printed:

Title:

President

Countersigned:

The above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

- 1. The Bid Bond is given as required by Indiana Code 36-1-12-4.5. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay Owner upon default of Bidder the Penal Sum set forth on the face of this Bond. Payment of the Penal Sum is the extent of Bidder's and Surety's liability. Surety is held and firmly bound unto Owner in the full and just sum equal to the Penal Sum, to be paid upon demand of the Owner, plus interest at the maximum legal rate from date of demand and any attorney fees and court costs incurred by Owner to enforce this Bid Bond.
- 2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required (or any extension thereof agreed to in writing by Owner) the executed Agreement, Performance, and Payment Bonds, and Certificates of Insurance.
- 3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required (or any extension thereof agreed to in writing by Owner) the executed Agreement, Performance and Payment Bonds, and Certificates of Insurance and other documentation to be delivered prior to commencement of Work, or
 - 3.2 All Bids are rejected by Owner.
- 4. Payment under this Bond, including interest at the maximum legal rate from the date of demand and any attorneys' fees and costs incurred by Owner to enforce this instrument will be due and payable upon default of Bidder and within seven (7) calendar days after receipt by Bidder and Surety of written notice of default from Owner, identifying this Bond and the Project and including a statement of the amount due.
- 5. No suit or action shall be commenced under this Bond prior to seven (7) calendar days after the notice of default period required in Paragraph 4 above.
- 6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in Hamilton County, Indiana.
- 7. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executes this Bond on behalf of Surety, and deliver such Bond and bind the Surety thereby.
- 8. This Bond is intended to conform to all applicable statutory requirements of Ind. Code §36-1-12-4.5. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect
- 9. The Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and its Bid Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

BB-2

CONTRACTOR'S AFFIDAVIT OF MAJOR SUPPLIERS

The following Major Suppliers will provide material or equipment on Noblesville CSO 004 Stormwater Separation Project in fulfilling the Agreement with the City of Noblesville.

List only one Major Supplier per category. Listing of more than one Major Supplier per category may be cause for rejection of the Bid Proposal.

	NAME	TRADE	AMOUNT (nearest \$1,000)	PRE-QUALIFIED (Yes or No)
1,	Roadsafe	Traffic Control/MOT	\$25,000.00	Yes
2.	Case Construction	Asphalt Pavement	\$65,000.00	Yes
3.	Case Construction	Concrete	\$40,000.00	Yes
4.	Rinker	Concrete Pipe	\$26,000.00	Yes
5.	Core & Main	PVC Pipe	\$20,000.00	Yes
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

Affidavit of Subcontractors Employed Page No. 2

of the firm	being duly sworn upon oath, deposes and says that he is and is familiar with the affidavit herewith and that the statements
are complete and true.	
	Firm Name: 5LB Pipe Solutions LL
	BY: EPILE SPREEN SIES
	Title: President
	Date: 4-15-25
The district to the control of the control	the state of the s
INJUST DE SIGNED DY DRIN	cidal of organization of person executing Signature Afficavit (Form LPW 0.22
liviust be signed by print	cipal of organization of person executing Signature Amdavit (Form LPW 0.22
STATE OF Indiama))))) SS:
STATE OF Indiama)
STATE OF Indiama).ss:
STATE OF Indiana COUNTY OF Javane Said County and State, th) SS:) personally appeared before me, a Notary Public, in and fo
STATE OF Indiana COUNTY OF Javanes Said County and State, th	personally appeared before me, a Notary Public, in and fo
STATE OF Indiana COUNTY OF Javanes Said County and State, th	personally appeared before me, a Notary Public, in and for the day of
STATE OF Indiana COUNTY OF Javanes Said County and State, th	personally appeared before me, a Notary Public, in and for the facts alleged in the foregoing affidavit are true.
COUNTY OF Javenes Said County and State, the sworn upon his oath, says	personally appeared before me, a Notary Public, in and for day of
COUNTY OF Javenes Said County and State, the sworn upon his oath, says	personally appeared before me, a Notary Public, in and for the facts alleged in the foregoing affidavit are true. James & Phillips

CONTRACTOR'S AFFIDAVIT OF SUBCONTRACTORS EMPLOYED

The following sub-contractors will perform work on Noblesville CSO 004 Stormwater Separation Project in fulfilling the Agreement with the City of Noblesville. List only one subcontractor per category. Listing of more than one subcontractor per category may be cause for rejection of the Bid Proposal.

	<u>NAME</u>	TRADE	AMOUNT (nearest \$1,000)	PRE-QUALIFIED (Yes or No)
1.	SLB	Erosion Control	\$5,000.00	
2.	Roadsafe	Traffic Control/MOT	\$25,000.00	
3.	Case Construction	Pavement Milling	\$6,000.00	
4.	Case Construction	Asphalt Paving	\$54,000.00	
5.	Case Construction	Concrete Ramp Construction	\$2,000.00	
6.	Case Construction	Concrete Curb Construction	\$15,000.00	
7.	Case Construction	Decorative Concrete Construction	\$0.00	
8.	SLB	Pipework	\$400,000.00	
9.	Case Construction	Signal/Electrical	\$0.00	
10.	SLB	Earthwork	\$400,000.00	
11.	SLB	Native Plants	\$2,500.00	
12.	SLB	Seeding/Sod	\$2,500.00	
13.	Cripe	As-Builts/GIS Submittal	\$14,000.00	
14.	Roadsafe	Signage	\$25,000.00	
15.	Case Construction	Pavement Markings	\$1,900.00	

Affidavit of Subcontractors Employed Page No. 2

of the firm	and is familiar with the affidavit herewith and that the statements
are complete and true.	
	Firm Name: 5LB Pipe So Intions LLC
	BY: ERICE SPREEN SIES
	Title: President
	Date: 4-15-25
Must be signed by prin	ncipal of organization or person executing Signature Affidavit (Form LPW 0.22)
findst pe signed by bin	Topar of organization of person executing dignature Findavit (1 diff EF 44 0.22)
1	
STATE OF Indiania)
STATE OF Indiana). SS:
STATE OF Indiana) (SS:
STATE OF Indiana COUNTY OF Levere).SS:)
COUNTY OF Junes Said County and State, the	personally appeared before me, a Notary Public, in and for day of April 2025, after being duly
STATE OF Indiana COUNTY OF Javese said County and State, the sworn upon his oath, say) SS: personally appeared before me, a Notary Public, in and for
COUNTY OF Junes Said County and State, the) SS: personally appeared before me, a Notary Public, in and for day of April 2025, after being duly
COUNTY OF Junes Said County and State, the	personally appeared before me, a Notary Public, in and for his
county of Javese said County and State, the sworn upon his oath, say	personally appeared before me, a Notary Public, in and for his
COUNTY OF Jewese Said County and State, the sworn upon his oath, say	personally appeared before me, a Notary Public, in and for his

LIST OF BIDDER EXPERIENCE ON PUBLIC WORKS PROJECTS

NOBLESVILLE CSO 004 STORMWATER SEPARATION PROJECT

NOBLESVILLE, INDIANA

The principal Bidder on this project shall exhibit at least five years of progressive work experience on five separate public works projects and contracts that equal or exceed the scope, value and nature of this project.

All projects used to demonstrate experience shall be projects completed as direct contracts with a local, municipal, county, or state public agency. Projects with non-public agencies and not publicly funded will not be considered as relevant project experience. All projects used to demonstrate experience shall be accompanied with reference and contact information. No blank spaces are to be left.

Failure by a Bidder to comply with the foregoing requirements may result in his bid being disqualified.

Project No. 1 Toddson L.	ane Main Exetension
Begin / Complete Da	tes
Project Description	5,000 LF of 6-12" Sanitary sewer Lift station installation
<u>Location</u>	Greencastle, IN
Bidder's Relevant Work Experience	Public works projects.
Construction Cost	\$1,636,398
Reference	Lori Young Fleis & Vanderbrink 317-745-6995

Project No. 2 Fort Bran	nch - Wastwater Improvements Project
Begin / Complete Dat	tes10/1/2451/1/2025
Project Description	Sanitary sewer replacement, storm sewer, jack and bore railroad crossing.
Location	Fort Branch, IN
Bidder's Relevant Work Experience	Public works project.
Construction Cost	\$1,600,000
Reference	Keegan Dunn HWC Engineering
	317-525-3929
D : IN a Beechwood	Cobblostone Physic 2
,	l-Cobblestone Phase 2
Begin / Complete Dat	<u>8/ 1/ 23 - 12 / 1/5 23</u>
Project Description	Storm sewer replacement.
Location	Avon, IN
Bidder's Relevant Wo Work Experience	Public works project, storm sewer install.
Construction Cost	\$448,845.00
- 1010101100	Steve Moore 317-272-0948 x 106

Project No. 4 Avon Heights Phase 3 Drainage Improvements

Begin / Complete Da	tes 050/12/024 8 3/0 /2024
Project Description	Storm sewer replacement.
Location	Avon, IN
Bidder's Relevant Work Experience	Public works project, storm sewer relay
Construction Cost	\$696,000
Reference	Steve Moore 317-272-0948 x 106
	smoore@avonindiana.gov
Project No. 5 Noblesvil	le Point Repairs
Begin / Complete Da	tes 9 /27/ 24 - 11 /15/ 24
Project Description	Sanitary sewer point repairs Storm sewer repairs
Location	Noblesville
Bidder's Relevant Work Experience	Public works project, owner experience storm and sanitary
Construction Cost	\$90,960
Reference	Kristyn Parker 317-776-6353 x 3009

NON-COLLUSION AFFIDAVIT

NOBLESVILLE CSO 004 STORMWATER SEPARATION

NOBLESVILLE, INDIANA

The Bidder, by its officers and agents or representatives present at the time of filing this bid, being duly swom, on their oaths say that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other Bidder or with any public officer whereby such affiant or affiants, or either of them has paid or is to pay such other Bidder or public officer anything of value whatsoever, or such affiant or affiants, or either of them has not directly or indirectly entered into any arrangement with any other Bidder or Bidders which tends to or does lesson or destroy free competition in the letting of the contract sought for by the attached bids; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid, or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the Contract, nor has this Bidder any agreement or understanding of any kind whatsoever with any person whomsoever, to pay, deliver to, or share with any person in any way or manner any of the proceeds of the Contract sought by this bid.

Witness our hands this <u>15th</u> day of <u>April</u>	, 20 25
Name: SLB Pipe Solutions LLC	
Address: 2900 Mitchell Rd	
Bedford, IN 47421	
By: Eric E Spreen & 2.5,	President
	Title

CITY OF NOBLESVILLE **E-VERIFY AFFIDAVIT**

Pursuant to Ind. Code 22-5-1.7-11, the Contractor entering into the Agreement with the City of Noblesville 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 and unauthorized alien. The undersigned further affirms that, prior to entering into its Agreement with the City of Noblesville, 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): 52Blife Solutions LLC
By (Written Signature) 5555
(Printed Name): ERICE SPREEN
(Title): PRESIDENT
Important - Notary Signature and Seal Required in the Space Below
STATE OF Indean SS:
Subscribed and sworn to before me this 4 day of 4pil , 2025
My commission expires: April 4. 2032 (Signed): Janie R. Ahds Residing in June County, State Jahren
Residing in Juenee County, State Indian
JAMIE R PHILLIPS Notary Public - Seal Lawrence County - State of Indiana Commission Number NP0755690

My Commission Expires Apr 4, 2072

Part of State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)

	Bedford, IN 47421
(Address,	PO BOX 1021
	2900 Mitchell Road
(Contractor,	
	SLB Pipe Solutions LLC
	BID OF

FOR PUBLIC WORKS PROJECTS

OF

City of Noblesville

ration Project	
oblesville CSO 004 Stormwater Separation Project	
CSO 004 Sto	
Noblesville	

Filed

Action taken_____



PART I (To be completed for all bids. Please type or print)

Date (month, day, year): April 15, 2025
Governmental Unit (Owner): City of Noblesville
2. County: Hamilton
3. Bidder (Firm): SLB Pipe Solutions LLC
Address: 2900 Mitchell Road, PO BOX 1021
City/State/ZIPcode: Bedford, IN 47421
4. Telephone Number: 812-583-3566
5. Agent of Bidder (if applicable): Eric E Spreen
Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete
the public works project ofNoblesville CSO 004 Stormwater Separation Project
(Governmental Unit) in accordance with plans and specifications prepared byCity of Noblesville
Engineering Department and dated March 2025 for the sum of
ight hundred ninety nine four hundred fifty eight dollars and zero cents \$_899,458.00
The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted to	his day of	,, subject to the
following conditions:		- 1
Contracting Authority Members:		
(For pro	PART II jects of \$150,000 or more – IC 36-1-12-4	4)
Governmental Unit:	City of Noblesville	
Bidder (Firm)	SLB Pipe Solutions LLC	
Date (month, day, ye	ar):April 15, 2025	

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
\$1,224,380	San Sewer	12/1/2024	Metro Water Services Nashville
\$400,000.	Water utility	10/1/2024	Town of Milton, Milton IN
\$685,000	Storm utility	8/1/2024	Town of Avon, Avon IN
\$594,801	San Sewer	1/31/2025	Town of Bargersville, IN

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
\$1,626,438	San Sewer	5/1/25	City of Ben Davis (Indianapolis)
\$428,450	San Sewer	5/1/25	Ninestar Connect Greenfield, IN
\$1,614,875	San Sewer	6/1/25	Town of Fort Branch, IN
\$1,696,346	San Sewer	4/15/25	City of Greencastle, IN

3.	Have you ever failed to complete any work awarded to you? No If so, where and why?
4.	List references from private firms for which you have performed work. DEVCO Construction, Citizens Energy, Indiana University
	Bloomington, Birge and Held, Miller Pipeline, Inliner
	Solutions, Advanced Rehab Technologies, Insituform
	Technologies
	SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE
ł.	Explain your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which yo believe would enable the governmental unit to consider your bid.)
	SLB will use an existing workforce and source local
	materials and subcontractors when possible.
	Please list the names and addresses of all subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5 years along with a brief description of the work done by each subcontractor.
	Case Construction, hardscapes, asphalt, concrete
	US Hydrovac, hydro excavation
	B First Logistics, trucking and hauling

	If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.
	Can be provided prior to contact signing.
	What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.
	CAT Excavators, loaders and skid steers, dump trucks
	misc equipment, work trucks and trailers
	E)
	Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.
	All material and sub work was quoted by multiple vendors.
9	

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON - COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

	I ODLIO W		NOL AND C	JORRECI.		
Dated at <u>6 am</u>	this	10th	_ day of	April	,2025	
SLI	B Pipe Soluti		ame of Organ	ization)		
Eric	c E Spreen, I	President				
		(Ti	ttle of Person	Signing)		
A	CKNOWLE	DGEMENT				
STATE OF Indiana 3) ss COUNTY OF January	3	•				
Before me, a Notary Public, personally appea	red the above	e-named8	ric Si	VeeN	and	
swore that the statements contained in the for	egoing docur	ment are true	and correc	t		
Subscribed and sworn to before me this JAMIE R PHILLIPS Notary Public - Seal Lawrence County - State of Indiana Commission Number NP0755690 My Commission Expires Apr 4, 2032 My Commission Expires:	_	y of April	R Phill	,	The state of the s	TO MUNICIPALITY OF THE STATE OF
County of Residence: Juurne					******	

Profit and Loss SLB Pipe Solutions LLC

January-December, 2024

Distribution account	Total
Income	
Total for Income	\$6,560,625.25
Cost of Goods Sold	
Total for Cost of Goods Sold	-\$1,127.82
Gross Profit	\$6,561,753.07
Expenses	
Total for Expenses	\$6,482,884.72
Net Operating Income	\$78,868.35
Other Income	
Total for Other Income	\$270,413.75
Other Expenses	
Total for Other Expenses	\$153,905.60
Net Other Income	\$116,508.15
Net Income	\$195,376.50

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): SLB Pipe Selections. LhC.
By (Written Signature):
(Printed Name): Eric Spreen.
(Title): Ounel.
Important - Notary Signature and Seal Required in the Space Below
STATE OF Indiae or SS: COUNTY OF Jauenel JAMIE R PHILLIPS Notary Public - Seal Lawrence County - State of Indiana Commission Number NP0755690 My Commission Expires Apr 4, 2032
Subscribed and sworn to before me this 5 day of 9 ,
My commission expires: Opid 4. 2032 (Signed) Janie P. Pulo
a. Residing in Irdia County, State of January.

OP ID: CH

ACORD'

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/19/2025

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

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

PRODUCER	219-769-6616	CONTACT Peter Monger, CRIS					
Rothschild Agency, Inc 8979 Broadway		PHONE (A/C, No, Ext): 219-769-6616	FAX (A/C, No): 219-70	69-7423			
Merrillville, IN 46410-		E-MAIL ADDRESS: pete@rothschildagency.com					
Peter Monger, CRIS		INSURER(S) AFFORDING COVERAGE	NAIC#				
		INSURER A: Grange Indemnity Insurance Co	10322				
INSURED SLB Pipe Solutions, LLC CBT Services LLC		INSURER B:					
		INSURER C:					
DBA Pipe Solutions PO Box 1021		INSURER D:					
Bedford, IN 47421		INSURER E :					
		INSURER F:					

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

		DSIONS AND CONDITIONS OF SUCH								
INSR		TYPE OF INSURANCE	ADDL S	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
A	Х	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR			CPP2867871	12/12/2024	12/12/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
								MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV INJURY	φ	1,000,000
	GEI	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
		POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:							\$	
Α	AU	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X	ANY AUTO			CA2867872	12/12/2024	12/12/2025	BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	X	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
									\$	
Α	X	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	5,000,000
		EXCESS LIAB CLAIMS-MADE			CUP2867874	12/12/2024	12/12/2025	AGGREGATE	\$	5,000,000
		DED RETENTION\$							\$	
Α	WOF	RKERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH-ER		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE Y/N	N/A		WCP2867873	12/12/2024	12/12/2025	E.L. EACH ACCIDENT	\$	1,000,000
	(Mai	ndatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
$oxed{oxed}$	DÉS	s, describe under CRIPTION OF OPERATIONS below							\$	1,000,000
A	Lea	sed/Rented			CPP2867871	12/12/2024	12/12/2025	Limit		350,000
1								Ded		1,000

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

Certificate holder shall be notified 15 days in advance of cancellation or significant coverage alteration. 10 day notice applies to cancellation for non payment of premium. Certificate holder is additional insured with respect to liability arising out of operations performed by or on behalf of the named insured.

CERTIFICATE HOLDER		CANCELLATION
CITY OF NOBLESVILLE	NOB9002	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
197 WASHINGTON ST NOBLESVILLE, IN 46060		AUTHORIZED REPRESENTATIVE Peter Monace

INDIANA RETAIL TAX EXEMPT

CERTIFICATE NO. 0031216070010

FEDERAL EXCISE TAX EXEMPT 356001141

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

Form 98 (Rev. 1998)

PAGE: 1

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

PURCHASE ORDER NO. 250199

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

SHIP TO:

VENDOR # 9533
SLB PIPE SOLUTIONS LLC
PO BOX 1021
BEDFORD IN 47421

TO

ATTN:

DATE 05/15/2025		DEPARTMENT UTIL/SEWER 033		SHIP TO ARRIVE BY			
APPROPRIATION NUMBER	QUANTI	TY UNIT	DESCRIPT	DESCRIPTION PROJECT #		UNIT PRICE	AMOUNT
301309423.100	1	1.0	CSO 004 STORMWATER SE	PARATION PROJECT		449729.00	449729.00
330033423.100	1	1.0	CSO 004 STORMWATER SE	PARATION PROJECT		449729.00	449729.00

SHIP VIA	TOTAL	899458.00
	1	

SHIPPING INSTRUCTIONS

- * SHIP PREPAID
- * C.O.D. SHIPMENTS CANNOT BE ACCEPTED
- * PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS.
- * THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENTAL THERETO.

PAYMENT

- * A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED.
- * I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY____

TITLE CONTROLLER

Jo. Spall

COPY



FINANCE & ACCOUNTING

Funding Verification/Encumbrance Request Form

Date to be submitted to BoW/Park Board: 05/27/25		(put N/A if not submit	tting to BoW/Park Board)				
Vendor name: SLB Pipe Solutions LLC	532	3					
Vendor Address: 2900 Mitchell Rd, Box 102	1, B	edford, IN 47421					
Brief description of purchase: CSO 004 Stormwa	ater	Separation Project	<u>t</u>				
Source of Funding:	Fund # Department #		330 301-309				
<u>Current</u> Year Operational Budget <u>Subsequent</u> Year Operational Budget ¹	Proj	ect # (NA if no project #)	NA NA				
Funding not yet finalized (attach explanation) ² Loan or debt proceeds	#1	Expense Object # 423.100	\$ 449,729.00				
Non-Appropriated Fund ³	#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 							
dditional Comments:							
the Department certifies that sufficient appropriation authori expense for future payment.	ity exi:	sts in the stated fund and ex	pense series to obligate the				
Contro Hugen	J	onathan Mirgeaux	5-14-25				
lignature)	•	rinted Name)	(Date)				
lease email completed form to <u>OFAbudget@noblesville.in.go</u>	<u>v</u>						
OR OFFICE OF FINANCE AND ACCOUNTING USE ONLY							
OFA Action Taken Purchase Order Created Reviewed Availability of funds (Contract/Purchase of over \$50k or paid with debt proceeds only) OFA Signature Cattlin Kesner No Action Taken (Department should still include this form in purchase (contract approval submission)							
No Action Taken (Department should still include this form in purchase/contract approval submission) Comments: Available unencumbered cash insufficient, but fund has liquid investments. Initials: Date: 5/15/25							



FINANCE & ACCOUNTING

Funding Verification/Encumbrance Request Form

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Source of Funding: Current Year Operational Budget		I# artment# ect#(NA if no project#)	330 033				
Subsequent Year Operational Budget ¹ Funding not yet finalized (attach explanation) ² Loan or debt proceeds Non-Appropriated Fund ³	#1 #2 #3	Expense Object # 423.100	NA Amount \$ 449,729.00				
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The Department certifies that sufficient appropriation author expense for future payment.	ity exis	its in the stated fund and e	хрепse series to obligate the				
Department Director	J	onathan Mirgeau	× 5-14-25				
(Sgnature) Please email completed form to OFAbudget@noblesville.in.go	(P	rinted Name)	(Date)				
FOR OFFICE OF FINANCE AND ACCOUNTING USE ONLY		,	715 o 1/100 o 1				
OFA Action Taken Purchase Order Created Reviewed Availability of funds (Contract/Purchase of Signature No Action Taken (Department should still include this Comments:		\$50k or paid with debt proced	,				
Initials: 00 Date: 5/15/25							