



Board of Public Works and Safety

Agenda Item

Cover Sheet

MEETING DATE: January 28, 2025

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

ITEM #: 6

INITIATED BY: Deputy Chief Murry Dixon

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



TO: BOARD OF PUBLIC WORKS AND SAFETY
FROM: MURRY DIXON, DEPUTY CHIEF
SUBJECT: AGREEMENT WITH PRO AIR MIDWEST, LLC
DATE: JANUARY 28, 2025

Attached you will find information regarding an agreement between the Noblesville Fire Department and Pro Air Midwest for quarterly air sampling and maintenance of the Station 71 and 77 breathing air compressors and for air sampling for Ladders 372, 373, 378, and 379, Dive 375, and Hazmat 377 breathing air systems. The total cost for all testing and maintenance is \$6488.00.

Thank you.



NOBLESVILLE FIRE DEPARTMENT

DEFEND FROM HARM | COMBAT SUFFERING | SERVE SELFLESSLY

317.776.6336 | 135 South 9th Street | Noblesville, IN 46060 | www.CityofNoblesville.org

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 **Pro Air Midwest 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 31, 2025**, ("Termination Date") unless terminated earlier in accordance with this Agreement.

SECTION IV. COMPENSATION

- 4.1 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in **Exhibit A**. Compensation shall not exceed Six thousand four hundred eighty-eight dollars and no cents (\$ 6,488.00)).

SECTION V. GENERAL PROVISIONS

- 5.1 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the City. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate City in any way.

- 5.2 Subcontracting.

Approval required. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.

- 5.3 Necessary Documentation. N/A

- 5.4 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period copies thereof, if requested, shall be furnished at no cost to City.

- 5.5 Ownership.

5.5.1 "Works" means works of authorship fixed in any tangible medium of expression by Contractor or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.

5.5.2 All Works made or created by Contractor, either solely or jointly with City, in the course of Contractor's performance of services under this Agreement shall be deemed to be works for hire and are and shall be the exclusive property of City. At City's request, Contractor will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works in City. Without the prior written consent of City, Contractor shall not use, copy or prepare derivative works of the Works, or any

- 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:

Pro Air Midwest
Attn: Bryan Goodali
6256 W Legacy Ln
Ellettsville, IN 47429

To City:

City of Noblesville
Attn: Fire Department
16 S. 10th Street
Noblesville, IN 46060

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

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

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

Pro Air Midwest _____ ("Contractor")

By (Written Signature):  _____ Date: 1/7/2025

Printed: Bryan Goodall

Title: President

City of Noblesville

By (Written Signature):  _____ Date: 1/10/25

Printed: Murry Dixon

Title: Deputy Chief

NFPA Compliant Service Agreement

DATE 12/05/2024	TYPE OF AGREEMENT NEW <input type="checkbox"/> RENEW <input checked="" type="checkbox"/>	SALES REP NAME Jennifer Williams	
CHARGE TO Noblesville Fire Department	EMAIL mdixon2@noblesville.in.gov		
ATTENTION	PHONE 317-778-8386		
STREET ADDRESS 135 South 9th Street	CITY Noblesville, IN 46060	STATE	ZIP CODE
	TERM ONE YEAR	FROM 01/01/2025 TO 12/31/2025	TOTAL AMOUNT \$ 2948.00

EQUIPMENT UNDER SERVICE

TYPE OF EQUIPMENT	MODEL	SERIAL NUMBER	FILTER CARTRIDGE
Mako #1	BAM06H1	5407H2077002	1803
Mako - Olio Rd	BAM06HE1	5406EH556	1803

TERMS AND CONDITIONS OF AGREEMENT

SERVICE WILL BE FURNISHED to customer by **Pro Air Inc.** for the equipment listed above.

Service shall consist of:

- Preventative maintenance per manufacturer standards
- Full functional system testing
- Visual inspection of all components and adjustments as needed
- Includes all labor and trip charges

Pro Air Inc. will perform the above-described service without the necessity of prior notice on customer's part. For such service, customer will pay the contract amount prior to service being rendered.

Additional materials needed may be required at the time of service and shall be invoiced separately.

IT IS UNDERSTOOD that the listed equipment at the date hereof is in good operating condition and also that the service to be rendered does not cover repairs required because of accident, fire, water, abuse, misuse, or worn out.

SERVICE IS AUTHORIZED by the customer to be rendered by **Pro Air Inc.** to the equipment listed for the period above noted and from year to year thereafter unless this agreement is terminated by either party as herein provided. Either party may terminate this agreement upon written notice to the other party, given no less than thirty (30) days immediately prior to any anniversary date hereof.

Pro Air Inc. reserves the right to examine equipment prior to any of this agreement and in the event the machine(s) require rebuilding over and above that stipulated in this contract, an estimate will be submitted for customer approval before work is started.

Pro Air Inc. shall not be responsible for failure to render service for causes beyond its control, including, without limitation, strikes and labor disputes.

Quantity	Description	Price Each	TOTAL
1	Semi Annual Maintenance	\$ 500.00	\$ 500.00
6	Air Samples	\$ 110.00	\$ 660.00
2	Filters	\$ 157.00	\$ 314.00
1	Semi Annual Maintenance	\$ 500.00	\$ 500.00
6	Air Samples	\$ 110.00	\$ 660.00
2	Filters	\$ 157.00	\$ 314.00

APPROVED BY **PRO AIR MIDWEST LLC**
6256 LEGACY LN
ELLETTSVILLE, IN 47429
OFFICE (812)558-0958

BY: 

CUSTOMER'S ACCEPTANCE

NAME MURRY A. DIXON

BY 

TITLE DEPUTY CHIEF DATE 01/09/2024

Equipment Service Agreement

DATE 12/05/2024	TYPE OF AGREEMENT NEW <input type="checkbox"/> RENEW <input checked="" type="checkbox"/>	SALES REP NAME Jennifer Williams	
DEPARTMENT Noblesville Fire Department	EMAIL cculp@noblesville.in.us		
ATTENTION	PHONE		
STREET ADDRESS 135 South 9 th Street	CITY Noblesville, IN 48060	STATE	ZIP CODE
	T E R M	FROM 01/01/2025	TOTAL AMOUNT \$ 3540.00
		ONE YEAR TO 12/31/2025	

EQUIPMENT UNDER SERVICE

TYPE OF EQUIPMENT	MODEL	SERIAL NUMBER	FILTER CARTRIDGE
Ladder #72	LTI	9093	Air
Ladder #73	Smeal	3982	Air
Dive #75	Rosenbauer	1559	Air
Ladder #78	Rosenbauer	1560	Air
Ladder #79	Pierce	4532	Air
Hazmat #77			Air

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Quantity	Description	Price Each	TOTAL
6	Semi Annual Maintenance	\$ 150.00	\$ 750.00
24	Air Samples	\$ 110.00	\$ 2220.00

APPROVED BY **PRO AIR MIDWEST LLC**
 6256 Legacy Ln
 Ellettsville, IN 47429
 Phone (812)558-0958
 jennifer.williams@proairmidwest.com

BY:



CUSTOMER'S ACCEPTANCE

NAME MURRY A. DIXON

BY 

TITLE DEPUTY CHIEF DATE 01/09/2024

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): Pro Air Midwest
By (Written Signature): [Signature]
(Printed Name): Bryan Goodall
(Title): President

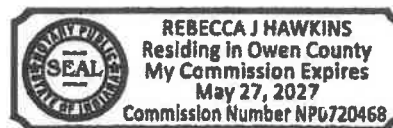
Important - Notary Signature and Seal Required in the Space Below

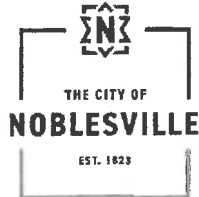
STATE OF INDIANA SS:
COUNTY OF MONROE

Subscribed and sworn to before me this 7th day of JANUARY, 2025.

My commission expires: MAY 27, 2027 (Signed) [Signature]

a. Residing in DWEN County, State of INDIANA





FINANCE & ACCOUNTING

Funding Verification/Encumbrance Request Form

Date to be submitted to BoW/Park Board: 1/28/25 (put N/A if not submitting to BoW/Park Board)

Vendor name: Pro Air Midwest LLC

Vendor Address: 6256 Legacy Lane; Ellettsville, IN 47429

Brief description of purchase: air quality testing to be performed on SCBA filling stations

Source of Funding:

- ☒ Current Year Operational Budget
☐ Subsequent Year Operational Budget¹
☐ Funding not yet finalized (attach explanation)²
☐ Loan or debt proceeds
☐ Non-Appropriated Fund³

Fund #	101
Department #	005
Project # (NA if no project #)	NA
Expense Object #	Amount
#1	362.100 \$ 6,488.00
#2	
#3	

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

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

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

Additional Comments: _____

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

Department Director

(Signature)

Matt Mitchell

(Printed Name)

1/7/25

(Date)

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

FOR OFFICE OF FINANCE AND ACCOUNTING USE ONLY

OFA Action Taken

- ☒ Purchase Order Created
☐ Reviewed Availability of funds (Contract/Purchase of over \$50k or paid with debt proceeds only)

PO # (if applicable): 250017

OFA Signature Caitlin Kesner

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

Comments: _____

Initials: CK

Date: 1/8/2025



PROAIRM-01

SHELLIEBRAGG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/7/2025

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 NFP Property & Casualty Services, Inc. 8900 Keystone Crossing Suite 900 Indianapolis, IN 46240	CONTACT NAME: PHONE (A/C, No, Ext): (317) 808-7272 E-MAIL ADDRESS:	FAX (A/C, No): (317) 972-7142
INSURED Pro Air Midwest, LLC 6256 Legacy Lane Ellettsville, IN 47429	INSURER(S) AFFORDING COVERAGE INSURER A: The Cincinnati Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
	NAIC # 28665	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT X LOC OTHER:	X	EPP 0397069	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A X	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	EBA 0397069	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A X	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 0	X	EPP 0397069	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Noblesville is an additional insured as required by written contract

CERTIFICATE HOLDER

CANCELLATION

City of Noblesville 16 S. 10th Street Noblesville, IN 46060	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
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