



# Board of Public Works and Safety

## Agenda Item

## Cover Sheet

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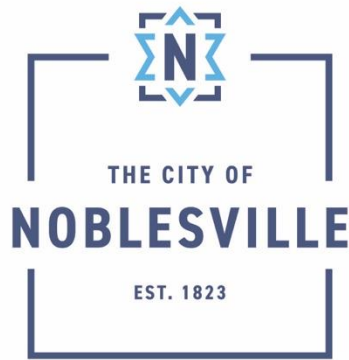
**MEETING DATE:** September 24, 2024

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

**ITEM #:** 5

**INITIATED BY:** Chuck Haberman

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



**TO: NOBLESVILLE BOARD OF PUBLIC WORKS AND SAFETY**

**FROM: CHUCK HABERMAN, ASSISTANT ECONOMIC DEVELOPMENT DIRECTOR**

**SUBJECT: LUMINAUT SERVICES AGREEMENT**

**DATE: AUGUST 27, 2024**

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The Economic Development department partnered with Luminaut IN 2021 to develop a business case for an “innovative learning center”. The business case provided our department with a model that would help us project costs based on uses, sustainability, and other factors. The current scope of work will be to update the projected cost and design features based on updated demand analysis conducted by DORIS research.

Today we ask the Board to approve the services agreement with Luminaut.

Attached to this memo is a services agreement, scope of work, and additional supporting documentation.

## 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 **Luminaut** (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 **April 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 Fifty-Two Thousand (\$52,000).

- 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:  
Luminaut  
Attn: Erin Jennings  
702 N. Capitol Ave.  
Indianapolis, IN 46204

To City:  
City of Noblesville  
Attn: Chuck Haberman  
16 S. 10<sup>th</sup> Street  
Noblesville, IN 46060

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

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

5.12 Non-discrimination. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

5.13 Conflict of Interest.

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

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

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

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

5.16 Applicable Laws; Forum.

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

5.16.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the City of Noblesville, County of Hamilton. Suit, if any, shall be brought in the State of Indiana, County of Hamilton.



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

Any such event shall be cause for termination of this Agreement as provided herein.

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

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

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

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

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

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

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

**Luminaut (“Contractor”)**

By: 

Date: August 14, 2024

Printed: Jill R. Rose

Title: Principal

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

\_\_\_\_\_  
JACK MARTIN, PRESIDENT

\_\_\_\_\_  
JOHN DITSLEAR, MEMBER

\_\_\_\_\_  
LAURIE DYER, MEMBER

\_\_\_\_\_  
ROBERT J. ELMER, MEMBER

\_\_\_\_\_  
RICK L. TAYLOR, MEMBER

ATTEST:

\_\_\_\_\_  
EVELYN L. LEES, CLERK  
CITY OF NOBLESVILLE, INDIANA


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): **Luminaut**

By (Written Signature): 

(Printed Name): **Jill Rose**

(Title): **Principal**

Important - Notary Signature and Seal Required in the Space Below

STATE OF INDIANA  
COUNTY OF MARION

SS:



Subscribed and sworn to before me this 14 day of AUGUST,  
20 24.

My commission expires: 01/05/2028 (Signed) 

a. Residing in MARION County, State of INDIANA



## Architectural Fee Agreement

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Date: August 12, 2024  
Project: Noblesville Innovative Learning Center / Research Scope  
From: Erin Jennings, IIDA, AIA, NCIDQ, NCARB  
Re: Proposal for: Design Consulting Services

To: Mr. Chuck Haberman  
Assistant Economic Development Director  
City of Noblesville  
16 S 10<sup>th</sup> Street  
Noblesville IN 46060

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Dear Chuck,

Thank you for the opportunity to present this proposal for Design Consulting Services— we are excited about the chance to work with you and the rest of the team at the City of Noblesville for the ongoing efforts at the new learning center project at Innovation Mile.

Below is our understanding of the project scope to provide the below design consulting services. The scope is followed by our fees to complete the design & documentation required for the project. We have crafted this proposal based upon our experience and the steps necessary to achieve a superior design and construction process.

### **Project Scope**

Provide design oversight and consulting services to the City of Noblesville, in partnership with the efforts proposed by DORIS Research, for the new learning center project at Innovation Mile.

### **Qualifications**

- This proposal assumes the City of Noblesville will provide accurate information on Owner provided items in a timeframe congruent with the project schedule.
- This proposal is valid for 30 days.

### **Scope of Services**

Upon authorization, the team will begin with the City of Noblesville and DORIS Research to discuss project goals and priorities Luminaut will begin design consulting and advisory oversight for the following:

- Confirm stakeholder group and timeline are sufficient to the City's goals, in conjunction with DORIS Research.
- Attend the Project Alignment Meeting to provide design input, guidance, and advisory oversight in goal setting and expectations.
- Participate in Stakeholder Introductions and Invitations, as listed in the process document provided by DORIS Research.
- Supplement and support efforts in compiling data from the one-on-one interviews, survey, and secondary research, as needed by DORIS Research.
- Participate and guide the Challenge Defining Meeting, as identified in the DORIS Research proposal.
- Support the Stakeholder Follow-Ups and Subset Invitations.
- Participate in the Data Collection Round 2 Workshop.
- Assist in compiling all information for the Insight Report to be presented at the Findings Meeting.



**TOTAL FIXED FEE**

**\$52,000**

*\*\*To be billed at \$6,500/month for eight (8) months.*

**Reimbursable Expense Allowance** (not included in fixed fee)

The fees estimated in this proposal also do not include standard reimbursable expenses such as printing, delivery charges, building permit fees, mileage, etc. which will be billed at 1.15 times of the actual cost. It is assumed documentation will be shared digitally to minimize associated project expenses.



## TERMS AND CONDITIONS

1. Luminaut shall perform its services consistent with the professional skill and care ordinarily provide by architects practicing in the same or similar locality under the same similar circumstances (Standard of Care). Luminaut shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Regardless of any other term or condition of this Agreement, Luminaut makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.
2. Luminaut shall provide the professional services set forth in this Agreement. Services not set forth herein are considered Additional Services and will involve an additional charge to the Owner.
3. Luminaut shall not be responsible for loss (monetary, temporal, or otherwise) due to Owner-requested design changes and/or permitting requirements and delays required by any government agency.
4. Luminaut shall not be responsible for a Owner's directive or substitution made without the approval of Luminaut.
5. Luminaut is not responsible for any fees, charges, or other monetary items required by any government agency for submission, review, or approval of any applications, permits, plans, specifications, or other documents.
6. Invoices for services and reimbursable expenses will be submitted monthly and are due upon receipt. An invoice will be considered Past Due, and subject to a 1.5% interest charge per month, if not paid within 30 days after the invoice date. Work will be suspended, without waiving any claim or right against the Owner and without liability to the Owner, if an invoice remains unpaid after 60 days. Work will not resume until the account is current. Continued non-payment will result in the termination of this Agreement.
7. Luminaut and its consultants shall be deemed the owners of their respective Instruments of Service, including all drawings and specifications, and retain all common law, statutory, and other reserved rights, including copyrights.
8. Execution of this Agreement grants the Owner a non-exclusive license to use these Instruments of Service solely for purposes of constructing, using, maintaining, altering, and adding to the project, provided the Owner performs its obligations under this contract. Luminaut and its consultants are released from all claims and causes of action resulting from such use if Luminaut and/or its consultants are not retained by the Owner to perform these services.
9. Luminaut and the Owner shall commence all claims arising out of this Agreement within the period specified by applicable law, but, in all cases, not more than 10 years after the date of substantial completion of the work.
10. Luminaut shall have the right to include photographic or artistic representations of the design of the project in promotional and professional materials and shall be given reasonable access to the completed project to make these representations. Luminaut may not include the Owner's confidential information in any such materials.
11. In recognition of the relative risks and benefits of the Project to both the Owner and Luminaut, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law and notwithstanding anything to the contrary in this Agreement, to limit the liability of Luminaut to the Owner for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of Luminaut to the Owner shall not exceed Luminauts' total fee for services rendered on this Project and paid to Luminaut. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
12. In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and the Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service.
13. Luminaut shall review and approve or take other appropriate action with respect to Contractor submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with the design concept and information expressed in the Contract Documents. Luminauts' review of such submittals is not for the purpose of (a) determining the accuracy or completeness of details, such as dimensions, quantities or weights, (b) substantiating instructions or procedures for fabrication, installation or performance of equipment or systems, or (c) approving safety precautions, or construction means, methods, techniques, sequences or procedures; all of which are the sole responsibility of the Contractor. Luminauts' action with respect to complete and proper submittals shall be taken with reasonable promptness, while allowing sufficient time in Luminauts' judgment to permit adequate review. Luminaut shall not be responsible for any deviations from the Contract Documents not brought to the attention of Luminaut in writing by the Owner or the Contractor.
14. Owner shall retain only those contractors and consultants that are lawfully licensed to practice their profession in the jurisdiction where the Project is located. The Owner shall coordinate the services of its own consultants and contractors with those services provided by the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants and contractors. The Owner shall furnish the services of consultants and contractors other than those



designated in this Agreement or authorize the Architect to furnish them as an additional service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

15. The Contracts between the Owner and Owners consultants and contractors shall require the consultants to coordinate their drawings and other instruments or service with those of the Architect and to advise the Architect of any potential conflict. The Architect shall have no responsibility for the components of the Project designed by the Owner's consultants and contractors.
16. Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided with limits of coverage, at least equal to those required of the Architect.

**Authorization to Proceed** – By signing below, I acknowledge that I have read, understand, and agree to comply with all provisions of this contract.

\_\_\_\_\_  
Chuck Haberman, Assistant Director of Economic Development  
**City of Noblesville**

\_\_\_\_\_  
Date

This document is valid for 30 days from the date prepared. Upon acceptance of this proposal, we will begin preparation of work.

If you have any questions regarding this proposal, please do not hesitate to contact us. Thank you for the opportunity to assist you with this project.

Sincerely,



Erin Jennings, IIDA, AIA, NCIDQ, NCARB  
Market Leader  
**Luminaut**







LUMINAUT

## Fee Schedule

The following summary outlines the hourly billing rates for Luminaut employees, consultants, and expenses.

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Principal II.....	\$250
Principal I.....	\$225
Market Leader, Director.....	\$200
Senior Manager.....	\$190
Manager III, Senior Architect.....	\$180
Manager II, Design Technology Manager.....	\$170
Architect III, Senior Designer.....	\$165
Manager I, Architect II, Designer III.....	\$150
Architect I, Designer II, Design Technology Specialist.....	\$135
Designer I.....	\$110
Intern.....	\$90
Clerical.....	\$80

Services of consultants will be billed at 1.15 times the amount charged to Luminaut.

Reimbursable expenses will be billed at 1.15 times the direct cost to Luminaut.

Our invoices are issued on a monthly basis, and payment is expected within fifteen days of receipt. Invoices unpaid after 30 days are subject to an interest charge of 1.5% per month. Work will be suspended on a project if an invoice remains unpaid after 60 days and will not resume until the account is current. Submission of final Construction Documents is needed to obtain a building permit and cannot be made until your account with us has been paid in full, to date. In the event of any litigation arising from, or related to, the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other related expenses.

Rates are subject to change at the end of the effective period.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/13/2024

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 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).

<b>PRODUCER</b> The James B. Oswald Company 1100 Superior Avenue, Suite #1500 Cleveland, OH 44114	<b>CONTACT NAME:</b> Lauren Haney <b>PHONE (A/C. No. Ext):</b> 216-487-3169 <b>E-MAIL ADDRESS:</b> lhaney@oswaldcompanies.com		<b>FAX (A/C. No):</b> 216-839-2815													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B : Cincinnati Indemnity Company</td> <td>10677</td> </tr> <tr> <td>INSURER C : XL Specialty Insurance Co.</td> <td>37885</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Cincinnati Insurance Company	10677	INSURER B : Cincinnati Indemnity Company	10677	INSURER C : XL Specialty Insurance Co.	37885	INSURER D :		INSURER E :		INSURER F :
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<b>INSURED</b> Luminaut, Inc. 1100 Sycamore Street, #200 Cincinnati OH 45202	LUMIN-1															

**COVERAGES**

CERTIFICATE NUMBER: 979163770

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Al Primary & <input checked="" type="checkbox"/> Non-Contributory GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	ECP 057 42 44	4/5/2024	4/5/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Al Primary	Y	Y	EBA0574224	4/5/2024	4/5/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	ECP 057 42 44	4/5/2024	4/5/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	EWC 064 66 79-03	4/5/2024	4/5/2025	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER Ohio Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Claims Made Retro Date: 03/05/1979	N	Y	DPR5027633	4/5/2024	4/5/2025	Each Claim \$5,000,000 Aggregate \$5,000,000 Pollution & Envir. Liability Included

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

Additional Insured and Waiver of Subrogation as designated above is provided when required of the Named Insured by written contract or agreement.

**CERTIFICATE HOLDER****CANCELLATION 30 Day NOC/10 Day NOC Non-Payment**
 City of Noblesville  
 16 South 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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### Funding Verification/Encumbrance Request Form

Date to be submitted to BoW / Park Board: 8/27/2024 (put N/A if not submitting to BoW/Park Board)

Vendor name: Luminaut Indiana, LLC

Vendor Address: 10250 702 N. Capitol Ave. Indianapolis, IN 46204

Brief description of purchase: Learning Center Demand Research & Design Update

**Source of Funding:**

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

1) Note: 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.

Fund #	101
Department #	016
Project # (NA if no project #)	


	Expense Object #	Amount
#1	310.100	\$ 52,000.00
#2		
#3		
#4		
#5		

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

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)

Andrew Murray  
(Printed Name)

8/14/24  
(Date)

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

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

<b>OFA Action Taken</b>		PO # (if applicable): <u>240274</u>
<input checked="" type="checkbox"/> Purchase Order Created		
<input checked="" type="checkbox"/> Reviewed Availability of funds (Contract/Purchase of over \$50k or paid with debt proceeds only)		
OFA Signature: <u></u>		
<input type="checkbox"/> No Action Taken (Department should still include this form in purchase/contract approval submission)		
Comments: _____		
Initials: <u>HT</u>	Date: <u>8/14/24</u>	