

Board of Public Works and Safety

Agenda Item

Cover Sheet

MEETING DATE: December 17, 2024

- \Box Consent Agenda Item
- \boxtimes New Item for Discussion
- □ Previously Discussed Item
- \Box Miscellaneous

ITEM #: <u>5</u>

INITIATED BY: Savannah Wines

- \boxtimes Information Attached
- □ Bring Paperwork from Previous Meeting
- □ Verbal
- \square No Paperwork at Time of Packets



The Parks Department is requesting to add wayfinding signage for the restrooms in the parking garage at Federal Hill Commons. Planned as part of the post-construction agenda, following the completion of Federal Hill Village. The signage includes one wall sign and one blade sign.

This project must be under contract by the end of 2024.

The Parks Department recommends the Board of Public Works approve Amendment No. 1 to the Service Agreement with Signworks Inc.



AMENDMENT NO. 1 TO SERVICES AGREEMENT

- 1. Background Data:
 - a. Effective Date of Services Agreement: June 11, 2024
 - b. City: <u>City of Noblesville, Indiana, a municipal corporation</u>
 - c. Contractor: Studio M Architecture & Planning
 - d. Project: <u>Service Agreement with Signworks Inc for Monument Sign at</u> Federal Hill Commons____
- 2. Nature of Amendment
 - Modification to Terms: Addition of Parking Garage Restroom Signage.
 Fabrication of 1 Restroom Directional Wall sign and 1 Restroom
 Directional Blade Sign, and Installation.
 - b. Modification to Compensation: Four Thousand Five Hundred and Seventeen Dollars and Zero Cents (\$4,517.00).
- 3. Description of Modifications Attachment 1, "Modifications"

City and Contractor hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Attachment No. 1

Modifications

1. City shall extend the term of the contract to terminate as of December 31, 2025, as follows:

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.
- 2. City shall pay Contractor the following additional or modified compensation. Section IV. Compensation is modified to read as follows and outline in **Exhibit A**:

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 Four Thousand Five Hundred and Seventeen Dollars and Zero Cents (\$4,517.00).

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

Signworks, Inc. ("Contractor")

By: Andrew C Chapman

Date: 12-9-2024

Date:_____

Printed: Andrew C. Chapman

Title: President / CEO

City of Noblesville

By:

Printed:	

Title: _____

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

Attachment 1: "Modifications"



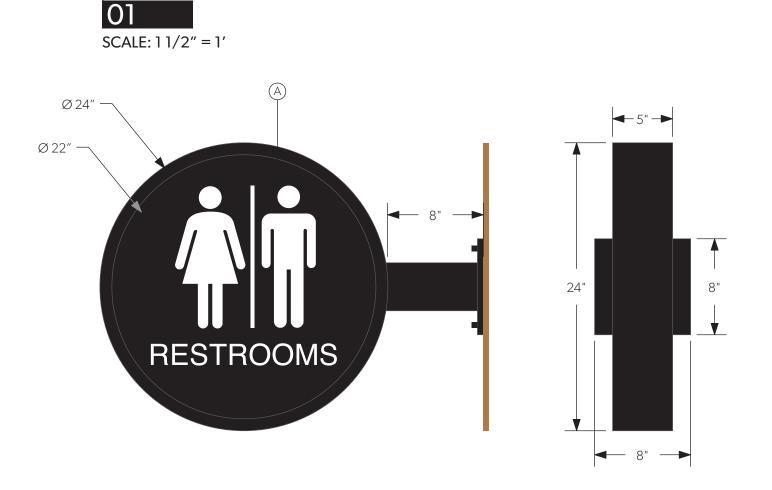


Garage Restroom Signage

11.11.2024

SignworksThinks.com 317.872.8722

These drawings and/or the accompanying specifications as instruments of service are the exclusive property of Signworks, Inc. and their use and publications by any method, in whole or in part, is prohibited except by written authorization from Signworks, Inc. Copyright and ownership of these plans and/or specifications shall remain with the designer without prejudice and visual contact with them shall constitute prima fascia evidence of these restrictions. Signworks, Inc. shall be entitled to further compensation equal to one hundred & fifty percent (150%) of the original project fee, the total cost of production & installation per occurrence, and the reasonable costs of collection for any unauthorized use of these drawings and or specifications or any derivative works thereof.



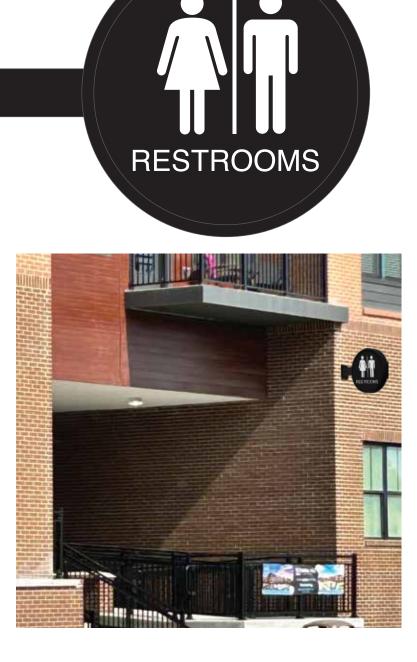
SPECIFICATIONS:

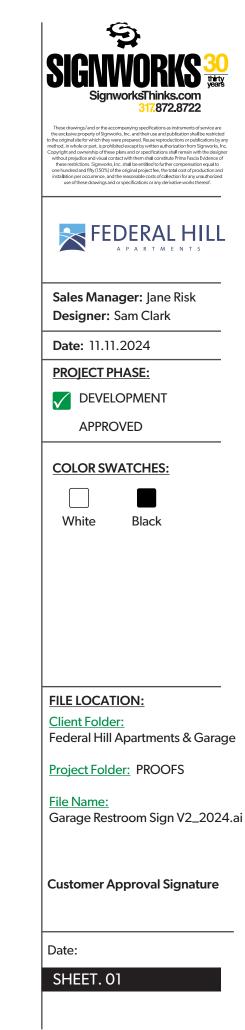
Qty. 1 Total

SINGLE SIDED

RESTROOM -BLADE SIGN

(A) 24" Dia x 5"D fabricated aluminum sign painted black with cut vinyl graphics applied, non-illuminated, mounted to building with 4"Sq. steel post and 8"H x 8"W steel plate.







SCALE: 11/2" = 1'





SPECIFICATIONS:

(A) 36"H x 36"W 3mm ACM Panel with digitally printed and laminated graphics. Mechanically fastened to wall.



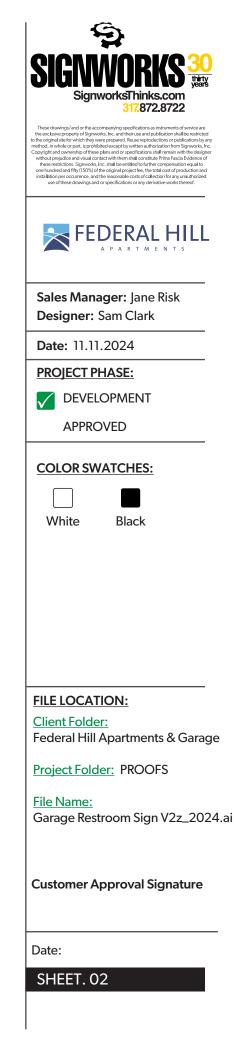


EXHIBIT A

Signworks, Inc. 5370 West 84th Street Indianapolis, Indiana 46268 ap@signworksthinks.com (317) 872-8722

SignworksThinks.com



-	Quote 11273 ederal Hill - Garage Restroom Signage	jane@	esign	works	S REP INFO Jane Risk President thinks.com) 872-8722		2024 DATE 2024 DATE	
	REQUESTED BY City of Noblesville 16 S 10th St, Noblesville, IN 46060	CONTACT INFO Savannah Solgere ssolgere@noblesvi (317) 776-6350	ille.in	1.gov				
#	ITEM	QT	ΓY Ι	UOM	U.PRICE	TOTAL (EXCL. TAX)	TAXABLE	
1	Restroom Directional Wall Sign Fabricate (1) 36"h x 36"w, 3mm ACM, panel with direct digitally printed graphics per customer approved art.	1		Unit	\$297.00	\$297.00	Ν	
2	Restroom Directional Blade Sign Fabricate (1) 24"diameter x 5"D, aluminum, non-illuminat double sided, circular, blade sign with applied vinyl graph per customer approved art. Sign to mount to existing exte brick wall (see installation below). Please note: This price does not include modification building for sign mounting.	nics erior		Unit	\$3,020.00	\$3,020.00	Ν	
3	Installation Equipment and labor for installation of (2) sign panels, to mechanically fastened to masonry walls with screws and caps.			Unit	\$1,200.00	\$1,200.00	Ν	
4	Raw Materials Due to the customized nature of this scope of work, raw materials can not be secured until after a contract has be awarded, final design and selections have been made ar approved by the owner/contractor. The final contract pric subject to change due to the volatile raw material and su	nd e is		Unit	\$0.00	\$0.00	Ν	

chain market.

Please make all checks payable to: Signworks.

This Proposal may be withdrawn if not accepted within 14 days. By signing, Client accepts the Proposal for the Project and agrees to these terms and any addendums, exhibits, and attachments. There is a required deposit as specified and the balance is due in full on the day of installation unless prior and mutually agreed arrangements were made, in writing. In either case, interest will incur 1.75% per month beginning on the installation date. Payments made in person or over the phone are subject to a convenience fee of 3.5% of the total amount due, unless other arrangements are made at the time of sale or in advance. All products, services, signs, artwork, concepts, and sketches remain the exclusive property of Signworks, Inc. until purchased. The Client acknowledges that the Design Work and other documents prepared by the Company for this Project are instruments of professional services for use solely with respect to this Project and, unless otherwise provided, the Company shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright. Any additional uses will require separate pricing. The Company will grant the Client a limited license to use the documents for completion of the current Project and for information and reference in connection with the Client's use and occupancy of the completed Project. The Company's Design Work and other documents shall not be used by the Client, or others on other projects or for additions to this Project, except by agreement in writing with the Company. The rights granted to Client are for usage of the Final Works in their original form only. Client may not crop, distort, manipulate, reconfigure, mimic, animate, edit, extract portions, intentionally alter the color of the Final Works, or otherwise create derivative works based on the Final Works. Upon completion of the Services, and expressly conditioned upon full payment of all fees and costs due, the Company grants to Client limited usage rights in the Final Works as set forth above. The Company retains all proprietary rights, including property ownership, intellectual property rights and Copyrights, in and to all Preliminary Works and Working Files, and Client shall return all Preliminary Works and Working Files in Client's possession upon request. The Company retains property ownership in any original artwork comprising Final Works. The Client agrees to pay all costs of collection in the event of default of payment and/or schedule of payments, including reasonable attorney fees and other collection costs. Client agrees to provide any existing art or logo files necessary for the construction of the requested Project and Services. Prices include standard time to manufacture and/or perform the scope of work under normal conditions utilizing standard materials and methods. Actual production time could differ depending on final order quantity, time submitted or other conditions. Please order and/or Schedule as far in advance as possible. A Rush Fee shall be incurred based on Client needs. The Client agrees that the Company shall not be liable for any delays in the delivery of products and services caused by any act outside the direct control of the Company including but not limited to; acts of God; adverse weather conditions, fire, tornado, wind, rain, strikes, lockouts and other labor difficulties; government controls, procedures or requirements; acts of suppliers of material or labor; acts or defaults of developers; acts or defaults of the Client. Such delays shall not serve as cause to cancel, amend or diminish any of the requirements of the Client under the terms of this Proposal. The Company does not guarantee a firm completion date and under no circumstances shall the Company be held liable in any manner for such delays or be obligated to provide or compensate the Client for said delays. The Client is responsible for any contingent signage arrangements, payments and storage space that may be needed as a result of any delays. The one of any delays. Pricing is based on the Entire Combined Scope presented and are quantity dependent. Set up charges, if applicable, unless specified, are not included. Client requests for additional services such as storage, removal, proofs, plotting, engineering, wind load calculations, design, revisions, overnight shipping, and/or powder coating, will be billed depending on the Scope of Work. Any changes made during the shop drawing, submittal, or engineering phase may result in additional charges. Client will be billed on a time and material basis for any changes in scope. This includes the project not being ready when our team members are scheduled to be on site. Additional Reimbursable Travel Charges will be incurred if there are additional client requested, client required, and/or unplanned or irregular trips due to circumstances beyond our control. In the event that we are contracted to install sign products, and undisclosed, unknown, unforeseen, or unusual digging and/or mounting, installing, fastening, or hanging conditions are encountered, including conditions discovered or resulting from the removal of any existing signage or other materials, this contract is binding; however, an additional cost based on labor and materials, may be added to the above cost estimate. Sign and/or Graphic removal is considered a change in scope unless specifically itemized and provided, however unknown conditions are still considered a scope change. Client acknowledges and understands that any amount on this quotation for Permits and for Sales, Use or Privilege Taxes is merely an estimate and is subject to change at any time without notice. Sales, Use and Privilege Taxes will be calculated and charged based on the sale, installation, and delivery of the goods and services as determined by any applicable governing authorities or jurisdiction. Client accepts responsibility for and shall pay all Sales, Use, Privilege or other Third Party expenses, imposed on, in connection with, or measured by the transaction contemplated by this quotation in addition to the prices set forth on this document. Permit acquisitions, fines or fees attributable or applicable to this job are not included, nor are estimates guaranteed, and remain the responsibility of the Client. Client acknowledges and understands that all Products and Services provided are sold subject to the terms of the Express Limited Warranty Agreement, no other warranty or guarantee express or implied is applicable. We will provide a Certificate of Insurance upon request. The Company shall have the right to document, photograph or otherwise record all completed designs or installations of the Work, and to reproduce, publish and display such documentation, photographs, or records for promotional purposes, recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses. We price each project based upon acceptance of our standard terms and contract, if you submit your own contract to us we will review to make a determination of acceptance, however there may be a price increase.

Downpayment (50.0 %)

 Subtotal:
 \$4,517.00

 Sales Tax (0%):
 \$0.00

 Total:
 \$4,517.00

SIGNATURE:

\$2,258.50

DATE:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/27/2024

THIS CERTIFICATE IS ISSUED AS A MAT CERTIFICATE DOES NOT AFFIRMATIVE BELOW. THIS CERTIFICATE OF INSURA REPRESENTATIVE OR PRODUCER, AND	LY OI ANCE	r ne(Doe	GATIVELY AMEND, EXTER S NOT CONSTITUTE A CO	ND OR A	ALTER THE (COVERAGE A	FFORDED BY THE POLI	CIES	
IMPORTANT: If the certificate holder is a If SUBROGATION IS WAIVED, subject to this certificate does not confer rights to	the t	erms	and conditions of the po	licy, cer	tain policies				
PRODUCER	the c	ertin	cate noider in neu or such	CONTAC		emnf			
McGowan Insurance Group				NAME: PHONE (A/C, No	•	64-5000	FAX	(317) 4	64-5001
355 Indiana Avenue	A/C, No E-MAIL ADDRES	angelak@	mcqowaninsq	(A/C, No):	(011)				
Suite 200	53: ° C	, <u> </u>	•		NA10 #				
Indianapolis			IN 46204		Cincinn	ti Insurance Co			NAIC # 10677
INSURED				INSURE		L INSURANCI			20281
Signworks, Inc.; Indianapolis Sig	nworl	ks Inc	· ·	INSURE	х в .				20201
The Sign Group INSURER C : INSURER C :									
5370 W 84th St				INSURE					
Indianapolis			IN 46268-1517	INSURE					
•	TIFIC		NUMBER: 2024 Liability	INSURE	K F :		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF I				ISSUED	TO THE INSU				
INDICATED. NOTWITHSTANDING ANY REQUI CERTIFICATE MAY BE ISSUED OR MAY PERTA EXCLUSIONS AND CONDITIONS OF SUCH PO	REME	NT, TE HE INS	RM OR CONDITION OF ANY SURANCE AFFORDED BY THE	CONTRA E POLICI	CT OR OTHER	R DOCUMENT \ D HEREIN IS S	WITH RESPECT TO WHICH T	HIS	
INSR	ADDL	SUBR			POLICY EFF	POLICY EXP	LIMIT	-c	
LTR TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)	EACH OCCURRENCE		0,000
							DAMAGE TO RENTED	\$ 500,	
							PREMISES (Ea occurrence)	\$ 10,0	
A			EPP 0392803		06/29/2024	06/29/2025	MED EXP (Any one person) PERSONAL & ADV INJURY	Ψ	0,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	Ψ	0,000
								φ	0,000
							PRODUCTS - COMP/OP AGG	\$,	-,
							COMBINED SINGLE LIMIT	\$ 1,00	0.000
							(Ea accident) BODILY INJURY (Per person)	\$	-,
			EPP 0392803		06/29/2024	06/29/2025	BODILY INJURY (Per accident)	\$	
AUTOS ONLY AUTOS HIRED NON-OWNED					00.20.2021	00/20/2020	PROPERTY DAMAGE	\$	
AUTOS ONLY AUTOS ONLY							(Per accident)	\$	
									0,000
			EPP 0392803		06/29/2024	06/29/2025		\$ 6,00	
DED X RETENTION \$ 0							AGGREGATE Umbrella is follow form	\$ 5,55	-,
WORKERS COMPENSATION							PER OTH-	\$	
AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE							STATUTE ÉR		
OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$	
If yes, describe under							E.L. DISEASE - EA EMPLOYEE	\$	
DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
Builders Risk			06710279WUC		06/29/2024	06/29/2025	Contract Work	\$1,0	00,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLE	S (AC	ORD 1	01, Additional Remarks Schedule.	may be at	tached if more s	pace is required)	<u> </u>	I	
The following applies in favor of City of Noblesvi Completed Operations on a Primary and Non-C Non-Contributory basis, and Waiver of Subrogat Auto Liability. The Umbrella sits over the Emplo	ontrib tion; U	utory I Imbrel	basis, and Waiver of Subroga la is follow form over the und	ition; Aut	o Liability Add	itional Insured	on a Primary and	d	
CERTIFICATE HOLDER				CANC	ELLATION				
City of Noblesville 16 S. 10th Street				THE ACC	EXPIRATION [DATE THEREON TH THE POLIC ^Y	SCRIBED POLICIES BE CAN 7, NOTICE WILL BE DELIVER 7 PROVISIONS.		DBEFORE
							anan .)		
Noblesville			IN 46060			11 5	AND CORPORATION.	A11	

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