

TO: Noblesville Board of Public Works and Safety

FROM: Savannah Wines, Parks Director, Parks Department
Aaron Head, Community Engagement Manager, Mayor's Office

SUBJECT: Board to Consider Amendment No. 1 to the Service Agreement with Signworks Inc. for the Federal Hill Commons Monument Sign to Include Parking Garage Wayfinding Restroom Signage

DATE: December 17, 2024

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: City of Noblesville, Indiana, a municipal corporation
 - c. Contractor: Studio M Architecture & Planning
 - d. Project: Service Agreement with Signworks Inc for Monument Sign at Federal Hill Commons

2. Nature of Amendment
 - a. 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

Printed: Andrew C. Chapman

Title: President / CEO

City of Noblesville

By: _____

Date: _____

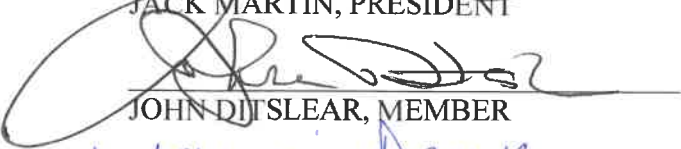
Printed: _____

Title: _____

Approved by the Board of Public Works and Safety of the City of Noblesville this 17th
day of December 2024



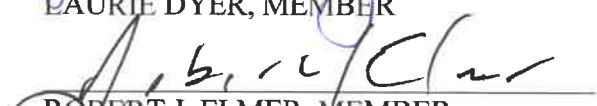
JACK MARTIN, PRESIDENT



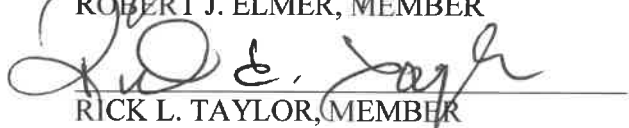
JOHN DITSLEAR, MEMBER



LAURIE DYER, MEMBER

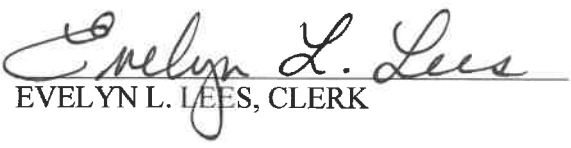


ROBERT J. ELMER, MEMBER



RICK L. TAYLOR, MEMBER

ATTEST:



EVELYN L. LEES, CLERK

Sales Manager: Jane Risk
 Designer: Sam Clark

Date: 11.11.2024

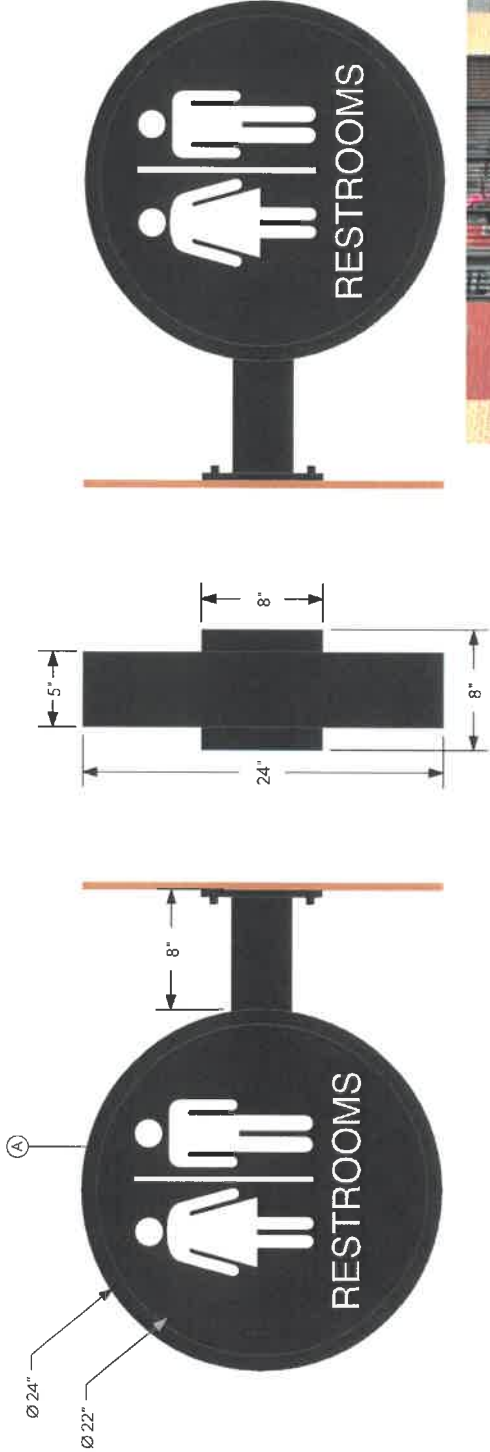
PROJECT PHASE:
 DEVELOPMENT
 APPROVED

COLOR SWITCHES:
 White
 Black

FILE LOCATION:
 Client Folder:
 Federal Hill Apartments & Garage
 Project Folder: PROOFS
 File Name:
 Garage Restroom Sign V2_2024.ai

Customer Approval Signature
 Date:
 SHEET_01

Qty. 1 Total
 SINGLE SIDED
 RESTROOM
 I-BLADE SIGN
 01
 SCALE: 1 1/2" = 1'



SPECIFICATIONS:
 (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.

Sales Manager: Jane Risk
 Designer: Sam Clark

Date: 11.11.2024

PROJECT PHASE:
 DEVELOPMENT
 APPROVED

COLOR SWITCHES:
 White
 Black

FILE LOCATION:
 Client Folder:
 Federal Hill Apartments & Garage
 Project Folder: PROOFS

File Name:
 Garage Restroom Sign V2z_2024.ai

Customer Approval Signature

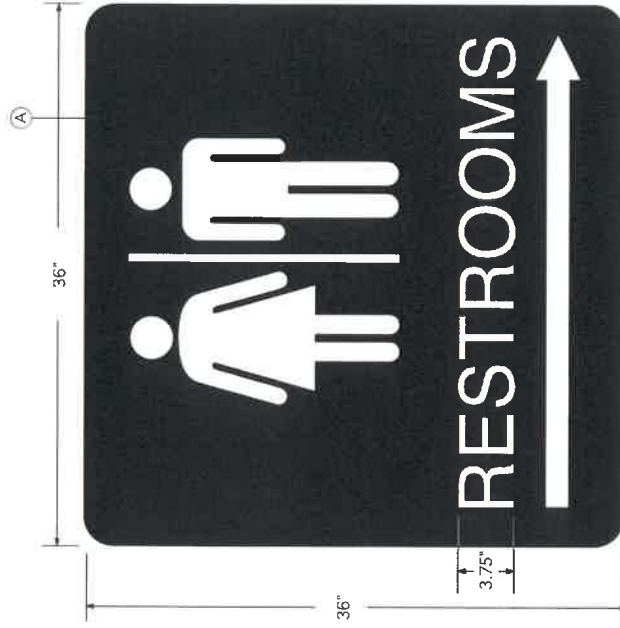
Date:
 SHEET 02

Qty. 1 Total
 SINGLE SIDED

RESTROOM
 -FLAT SIGN

02

SCALE: 1 1/2" = 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



SIGNWORKS
SignworksThinks.com
317.872.8722

Quote 11273

Federal Hill - Garage Restroom Signage

SALES REP INFO
Jane Risk
President
jane@signworksthinks.com
(317) 872-8722

QUOTE DATE
12/06/2024
QUOTE DUE DATE
12/06/2024
QUOTE EXPIRY DATE
12/20/2024
TERMS
50/50

REQUESTED BY
City of Noblesville
16 S 10th St,
Noblesville, IN 46060

CONTACT INFO
Savannah Solgere
ssolgere@noblesville.in.gov
(317) 776-6350

#	ITEM	QTY	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	N
2	Restroom Directional Blade Sign Fabricate (1) 24"diameter x 5"D, aluminum, non-illuminated, double sided, circular, blade sign with applied vinyl graphics per customer approved art. Sign to mount to existing exterior brick wall (see installation below). Please note: This price does not include modifications to building for sign mounting.	1	Unit	\$3,020.00	\$3,020.00	N
3	Installation Equipment and labor for installation of (2) sign panels, to be mechanically fastened to masonry walls with screws and snap caps.	1	Unit	\$1,200.00	\$1,200.00	N
4	Raw Materials Due to the customized nature of this scope of work, raw materials can not be secured until after a contract has been awarded, final design and selections have been made and approved by the owner/contractor. The final contract price is subject to change due to the volatile raw material and supply chain market.	1	Unit	\$0.00	\$0.00	N

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. 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.

Subtotal:	\$4,517.00
Sales Tax (0%):	\$0.00
Total:	\$4,517.00

Downpayment (50.0 %)

\$2,258.50

SIGNATURE:

DATE:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/27/2024

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).

PRODUCER McGowan Insurance Group 355 Indiana Avenue Suite 200 Indianapolis IN 46204		CONTACT NAME: Angela Cempf PHONE (A/C No. Ext): (317) 464-5000 E-MAIL ADDRESS: angelak@mcgowaninsgrp.com FAX (A/C No): (317) 464-5001	
INSURED Signworks, Inc.; Indianapolis Signworks, Inc.; The Sign Group 5370 W 84th St Indianapolis IN 46268-1517		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: FEDERAL INSURANCE COMPANY INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC #	
		10677	
		20281	

COVERAGES **CERTIFICATE NUMBER:** 2024 Liability **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 GEN L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			EPP 0392803	06/29/2024	06/29/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL <input type="checkbox"/> ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			EPP 0392803	06/29/2024	06/29/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			EPP 0392803	06/29/2024	06/29/2025	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 Umbrella is follow form \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				
B	Builders Risk			06710279WUC	06/29/2024	06/29/2025	Contract Work \$1,000,000

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


The following applies in favor of City of Noblesville when required by written agreement: General Liability Additional Insured including Ongoing and Completed Operations on a Primary and Non-Contributory basis, and Waiver of Subrogation; Auto Liability Additional Insured on a Primary and Non-Contributory basis, and Waiver of Subrogation; Umbrella is follow form over the underlying limits and endorsements applicable to General Liability and Auto Liability. The Umbrella sits over the Employers Liability.

CERTIFICATE HOLDER

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

CANCELLATION

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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