



# Board of Public Works and Safety

## Agenda Item

### Cover Sheet

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**MEETING DATE:** December 19, 2023

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

**ITEM #:** 4

**INITIATED BY:** Brandon Bennett

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



**TO:** Members of the Board of Public Works

**FROM:** Brandon Bennett, Parks & Recreation Director

**SUBJECT:** Service agreement for Forest Park Lodge deck replacement

**DATE:** December 19<sup>th</sup>, 2023

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This agreement is with Artisan Outdoor Crafts man to replace the existing deck at the Lodge at Forest Park. We requested 4 quotes and received 2 that were publicly opened at your previous meeting. Artisan was the lowest, most responsive, most responsible quoter. We met them onsite to discuss the project to make sure all costs were accounted for since there was such large discrepancy between the bidders. We also reviewed the connection to the building which was noted as a potential additional cost due to not having access to the space to inspect it prior to the quote. We determined the additional cost for that as well as requested upgraded beams would amount to an additional \$13,000. We negotiated that into the agreement with our architect's guidance, and they updated their proposal, which is attached.

I would recommend the approval of this service agreement with Artisan Outdoor Craftsman for the replacement of the deck at Forest Park Lodge in the amount of \$100,894.

Please let me know if you have any questions.

## 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 **Artisan Outdoor Craftsman** (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 July 31, 2024, ("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 one hundred thousand and eight hundred and ninety four dollars, (\$100,894).

- 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:  
Artisan Outdoor Craftsman  
Attn: Roy Western  
11071 E. 126<sup>th</sup> Street  
Fishers, IN 46038

To City:  
City of Noblesville  
Attn: Brandon Bennett  
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 Contractor's 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.

ARTISAN OUTDOOR CRAFTSMAN  
("Contractor")

By: Roy Western

Date: 12-7-2023

Printed: ROY WESTERN

Title: DIRECTOR OF CONTRACTOR SALES

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  
E-VERIFY AFFIDAVIT**

Pursuant to Ind. Code 22-5-1.7-11, the Contractor entering into the Agreement with the City of Noblesville is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program if the E-Verify Program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ and unauthorized alien. The undersigned further affirms that, prior to entering into its Agreement with the City of Noblesville, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify Program.

(Contractor): ARTISAN OUTDOOR CRAFTSMAN

By (Written Signature) Roy Western

(Printed Name): ROY WESTERN

(Title): DIRECTOR OF CONTRACTOR SALES

Important – Notary Signature and Seal Required in the Space Below

STATE OF INDIANA

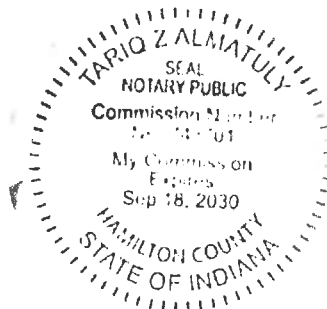
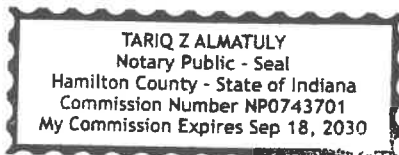
SS: \_\_\_\_\_

COUNTY OF HAMILTON

Subscribed and sworn to before me this 4<sup>th</sup> day of December, 20 23

My commission expires: SEP, 18 2030 (Signed): T. Almatuly

Residing in 12741 E 131 ST County, State HAMILTON, INDIANA



# EXHIBIT A



OUTDOOR CRAFTSMAN

\*\*\*\*\*

11071 E. 126<sup>th</sup> Street

Fishers, IN 46038

p.317-813-9669

[www.artisanoc.com](http://www.artisanoc.com)

Dear Parks and Recreation City of Noblesville

I want to first thank you for the opportunity to bid on the deck replacement for Forest Park Lodge project and once completed will be a fantastic upgrade and add value to the Lodge. Artisan Outdoor Craftsman has completed many deck projects in Noblesville and Hamilton County with many referrals due to the attention to detail and creative with which we approach each project. The uniqueness we bring under our ownership and quality, and attention to details make it a much easier process for our client from start to finish. We have done our best to provide quality workmanship with our experience of over 500,000 square feet of total deck construction. If we are awarded this project all certificates of liability insurance will be upgraded to meet qualifications.

I thank you again for the opportunity and hopefully I can look forward to working with you in the near future to create a functional, attractive, and value-added project for you.

Sincerely,

Ryan Coyne

Owner/President

Artisan Outdoor Craftsman, LLC

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CITY OF NOBLESVILLE  
REQUEST FOR QUOTE  
INSTRUCTIONS TO QUOTERS

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**From: Noblesville City Clerk**  
**C/O Brandon Bennett, Director of Parks and Recreation**  
**City of Noblesville**  
**16 S.10<sup>th</sup> Street**  
**Noblesville, IN 46060**

**Date: November 21, 2023**

**FOREST PARK LODGE DECK REPLACEMENT**

**1. GENERAL**

- 1.1 Notice is hereby given that the City of Noblesville ("Noblesville") will receive sealed quotes ("Quote") for the above-described **FOREST PARK LODGE DECK REPLACEMENT** at the Noblesville City Clerk, c/o Brandon Bennet, Director of Parks and Recreation, 16 South 10<sup>th</sup> Street, Noblesville IN 46060 until 9am EST on **December 5, 2023**. No late Quotes will be accepted.
- 1.2 **PROJECT LOCATION** – The project is located within Forest Park at 701 Cicero Road, Noblesville, IN 46060



- 1.3 SCOPE OF SERVICES - Quoters shall provide the following minimum services as outlined and detailed on Sheets A101, S101, S401, S402, S403 for the replacement of the existing deck at the Forest Park Lodge:
- a. Remove and replace existing wood framing with treated wood
  - b. Remove and replace existing handrail with treated wood
  - c. Remove and replace existing decking with synthetic wood
  - d. Raking, leveling and installation of turfgrass seeding and straw on disturbed areas
  - e. Final cleaning of project site and removal of temporary measures
  - f. New footings
- 1.4 Noblesville reserves the right to reject any or all Quotes or to waive any informalities and to accept the Quote that it deems most favorable to Noblesville after all Quotes have been examined and reviewed. All Quotes are subject to approval by the Board of Public Works and Safety.

## **2. EXAMINATION OF SPECIFICATIONS/SCOPE OF SERVICES**

- 2.1 Quoters shall carefully and thoroughly examine specifications/scope of services and shall assume the full risk of their own judgments as to the nature, value, price, quality, and quantity of this quote(s), and for the price quote, and assume all risk of any and all variances or errors in any computation or statement of value, price, or quantities in strict compliance with the Specifications/Scope of Services.

## **3. QUOTER'S PROPOSAL AND EVALUATION**

- 3.1 By submitting a Quote the Quoter agrees the Quote proposal and price(s) contained therein shall be valid for ninety (90) days from the date of Quote opening.
- 3.2 Award of the Quote will be made to the Quoter with the lowest, responsive, and responsible Quote total. The Owner reserves the right to reject all Quotes and may waive or allow a Quoter to correct errors, omissions or other irregularities in Quote Documents that are found not to have afforded the Quoter a substantial competitive advantage over other Quoters. All Quotes are subject to approval by the Board of Public Works and Safety.
- 3.3 The Owner shall have the right to reject any Quote if investigation of the Quoter fails to satisfy the Owner that such Quoter is properly qualified to carry out the obligations as quoted. Any or all Quotes will be rejected if there is reason to believe that collusion exists among Quoters.

### **Quote Total – Forest Park Lodge Deck Replacement**

\$ 87,896.00

4. N/A

## **5. EXCEPTIONS**

- 5.1 The Quoter shall fully state each exception taken to the Instructions to Quoters.
- 5.2 Quoter is cautioned that any exception taken by Quoter and deemed by Owner to be a material qualification or variance from the terms of the Instructions to Quoters may result in this Quote being rejected as non-responsive.
- 5.3 Exceptions:
- 
- 

**6. DOCUMENTS REQUIRED TO BE SUBMITTED WITH QUOTE**

6.1 E-verify

6.2 Certificate of Insurance

A Certificate of Insurance shall be included in the Quote with the following coverages:

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

The Commercial General Liability Policy must be endorsed to provide that the general aggregate amount applies separately to each of Contractor's separate projects.

B. Auto Liability

Limits of Liability: \$1,000,000 Per Accident  
Coverage Details: All owned, non-owned, & hired vehicles

C. Workers Compensation and Employer's Liability

Coverage A  
(Worker's Comp.): Statutory Minimum Requirements  
Coverage B  
Employer's Liability: \$500,000 Each Accident

D. Excess Liability (Umbrella Form)

Limits of Liability: \$5,000,000 Each Occurrence

All coverage provided above shall be endorsed to include the City as an additional insured except for the Worker's Compensation / Employer's Liability policy. The policies for which the Owner is named as additional insured shall provide primary and non-contributing coverage and any valid and collectible insurance carried separately by the Owner shall be in excess of the limits provided by such policies and shall be non-contributory.



7. SIGNATURES

Quoter certifies that it has informed itself fully regarding all conditions under which it will be obligated by these Instructions to Quoters, and knows, understands and accepts the existing conditions. Quoter further certifies that it has thoroughly reviewed the Instructions to Quoters, Specifications, including all Addenda, and has had the opportunity to ask questions and obtain interpretations or clarifications concerning the Instructions to Quoters, Specifications, and Addenda.

*[Signature by or on behalf of the Quoter in the spaces provided below shall constitute execution of each and every Part of this Itemized Proposal and Declarations document. SIGNATURE MUST BE PROPERLY NOTARIZED.]*

Written Signature: Roy Western  
Printed Name: ROY WESTERN  
Title: DIRECTOR OF CONTRACTOR Sales

Important - Notary Signature and Seal Required in the Space Below

STATE OF INDIANA  
COUNTY OF HAMILTON

SS:

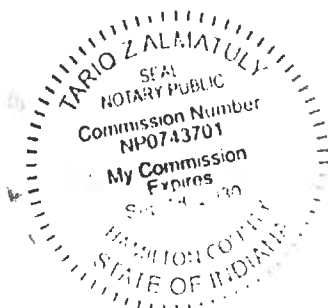
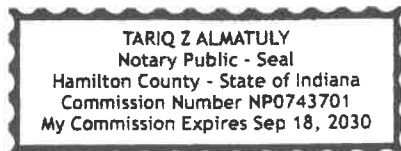
Subscribed and sworn to before me this 4<sup>th</sup> day of December,  
2023.

My commission expires: SEP. 18 2030

(Signed) T. Zalmatuly

Residing in 12741 E 131 ST

County, State of HAMILTON, INDIANA





11071 E. 126<sup>th</sup> Street  
Fishers, IN 46038  
p.317.813.9669  
[www.artisanoc.com](http://www.artisanoc.com)

December 4<sup>th</sup>, 2023

The following is a quote prepared for:

Peterson Architecture:  
Forest Park  
710 Cicero Rd.  
Noblesville, IN

*Estimate phase provided by Artisan Outdoor Craftsman, LLC*

---

**Composite Deck**

- ♦ Remove existing deck and handrail and haul away.
- ♦ Install a new deck per the drawing using Trex composite decking. All decking will be attached using hidden fasteners and all break boards and perimeter boards will be attached using color matching face screws.
- ♦ Grooved decking to be installed with a gap between boards for water drainage.
- ♦ All framing to be treated lumber and will be protected using Trex Protect joist tape to help prevent future rot.

**Exact beam installation unknown. Change order for interior patching may apply.**

**Beams to be LVL engineered treated beams.....\$13,000.00**

- ♦ All posts to be set in poured concrete footers. Footers to be reinforced with “metal cage” tied rebar support. See plan for details.
- ♦ Install Trex fascia board around perimeter of deck
- ♦
- ♦ **25 YEAR TREX WARRANTY**
- ♦ **10 YEAR LABOR WARRANTY**
- ♦ **Total for Trex Basics (Saddle).....\$88,910.00**

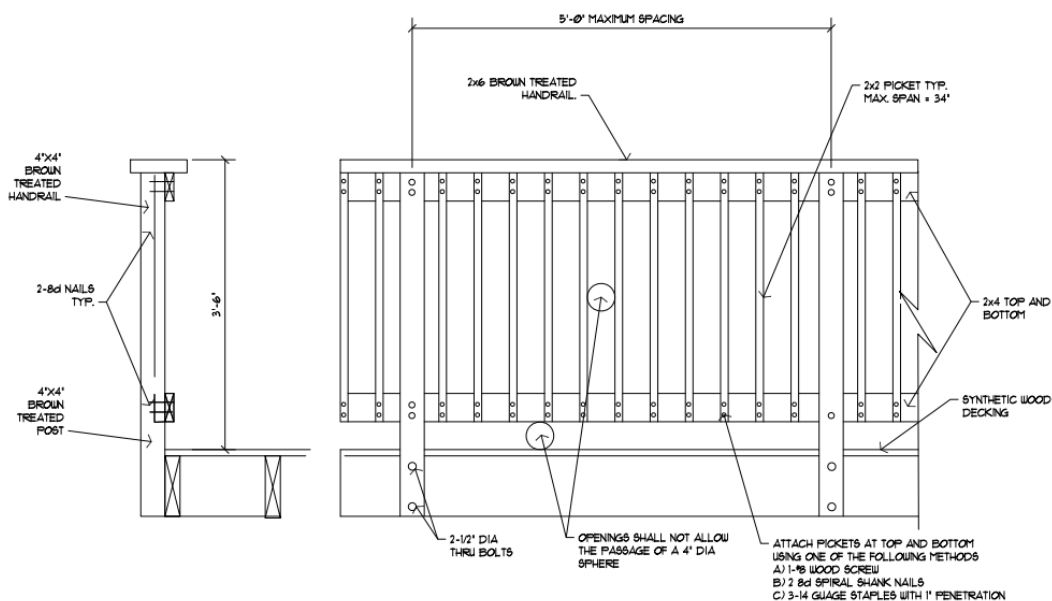
**Client Initials:** \_\_\_\_\_

### **Cedartone Treated Handrail**

- ♦ Install brown treated wood railing per drawing drawing:
  - ♦ 4x4 brown treated posts lagged to exterior side of bandboard framing with 2-1/2" dia. thru bolts.
  - ♦ 2x4 brown treated top and bottom rail.
  - ♦ 2x6 brown treated top cap grab rail.
  - ♦ 2x2 brown treated spindle
  - ♦ Price includes labor and various misc. fasteners.
  - ♦ Openings shall not exceed 4".
- ♦ **Total.....\$11,984.00**



Trex Basics



Handrail Details

**Client Initials:** \_\_\_\_\_

**FINANCING AVAILABLE THROUGH**



**Payments:** A 50% deposit is required when the signed contract is returned. Projects will not be scheduled until both the signed contract and the required 50% deposit is received. All additional payments will be paid based on payment schedule provided. Payment schedule is subject to change based on weather conditions or deviation from original design and contract. If changes are made, a new payment schedule will be provided. All change orders will require payment in full prior to installation. **A 3.5% service charge will be assessed for projects paid for by credit or debit cards.**

Note: Client is responsible for all fees that may occur due to insufficient funds and will be required to pay by cash or cashiers check only for that amount

**Payment Schedule:**

▪ **Total Contract** .....\$100,894.00

**NOTE: Price subject to change based on fuel prices and manufacturer price increases.**

**Note:** Payment schedule is subject to change based on weather and site conditions.

Acceptance of Proposal:

\_\_\_\_\_ **I have read and accepted the attached “General Terms and Conditions.”**  
 (initial)

Artisan Outdoor Craftsman, LLC is authorized to do the work as specified. A 50% deposit is enclosed.

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Date

**Client Initials:** \_\_\_\_\_

## Artisan Outdoor Craftsman General Terms and Conditions

**Acceptance:** The client, by accepting this contract, agrees to all terms and conditions.

**Alteration to the Signed Contract:** Any alteration or deviation from the stated specifications will be executed by an additional agreement *(change order) signed by both parties which will outline the new specifications and list any additional costs. Change orders shall be paid in full before materials are ordered and before the work on the change order begins.*

**Client Initials:** \_\_\_\_\_

*Change order materials could potentially have a lead time for production and delivery and could change the schedule of the job or be pulled off of the job completely until material arrives. Change order materials could potentially have a restocking fee or may be non-refundable.*

**Client Initials:** \_\_\_\_\_

*The design plan is what will be followed and used upon installation of the project. The 3D concept, if applicable, is a rendering and for representative purposes only. The 3D concept is a rendering to help you as the client see your home after the project. Actual project may vary from the 3D concept due to elevations, materials, material colors, etc.*

**Client Initials:** \_\_\_\_\_

*Pictures on proposal are for representative purposes only. Materials and colors may vary on actual materials.*

**Client Initials:** \_\_\_\_\_

**Workmanship by Contractor:** Artisan Outdoor Craftsman, LLC (hereinafter AOC) warrants that the work to be performed will be completed to industry standards and per the contract documents. All work is guaranteed to be as specified. All elements of the agreement are contingent upon strikes, accidents, weather, or delays beyond our control. The estimate does not include material price increases, or additional labor and materials which may be required should unforeseen problems arise after the work has started.

**Insurance:** AOC is fully insured. Copies of all insurance coverage are available upon request.

**Conditions of Job Site:** If between the times of the inspection and the date the work is to be performed there is a change in the conditions of the physical surroundings of the job site which require additional labor to complete the work, AOC reserves the right to adjust the contract price to reflect the additional cost. If the new price is unacceptable to the client, he or she may cancel the contract. Time and material charges already incurred will be the responsibility of the client. The client guarantees to provide AOC with the use of the entire job site and to keep access areas unobstructed during the performance of the proposed work. Should the performance of the work specified require that AOC enter and make use of the adjoining property, it is the responsibility of the client to obtain permission from the adjoining property owner.

*Inclement weather such as rains, freezing temperatures, snow, or other acts of God could potentially change the schedule of your project. Inclement weather may change the start date, but also the time frame upon project completion. Inclement weather will not only affect the day of the weather, but possibly days after, due to the following day(s) wet conditions. AOC will do our best to meet any deadlines and complete the project in a quick, timely manner, but the safety of our employees comes first.*

**Client Initials:** \_\_\_\_\_

**Driveway and Sidewalks:** AOC will not be held responsible for any kind of damage to driveway aprons, driveways, or sidewalks during construction. In most cases, the driveway will need to be used by machines and trucks to do the work. AOC will take many precautions to help prevent any type of damage to the surfaces, but AOC cannot know as to how the original contractor installed the base and concrete, the materials used, or the thickness of these items associated with the driveway and sidewalks.

**Client Initials:** \_\_\_\_\_

AOC will mark where materials are to be dumped and stored within the work area or within a mutually agreeable location on the driveway or in the yard. In most cities and towns, they do not allow any materials to be dumped in the street. If that is not the case and it is allowed, at no point will any materials be left on the roadway overnight.

**Client Initials:** \_\_\_\_\_

**Clean Up** AOC is responsible for cleaning up debris on the jobsite left from the construction process, but is NOT responsible for any lawn or landscape damage or repairs that need to be done after construction unless otherwise stated in the above contract.

**Client Initials:** \_\_\_\_\_

**Concealed Contingencies:** The client agrees to pay for additional time and material for any additional work or any time required due to concrete or other foreign matter in the ground, active hornet or wasp nests or beehives, or any other conditions not readily apparent in estimating the work specified. This may include additional dumpsters, equipment, exterminators, etc. Estimates for such work can be provided before the job starts or handwritten change orders may be signed by clients after the job has started. The client also agrees to pay for all permit fees which are additional to this contract as AOC does not know what the permit fees may be until filed. Fuel surcharges will also be passed on to the client from all deliveries as well as if fluctuation in the fuel costs from time of signed contract.

**Client Initials:** \_\_\_\_\_

**Underground Utilities:** AOC will contact the proper authorities to arrange for marking locations of all underground utilities but assumes no liability if damaged during construction. Any repairs to underground wiring, irrigation, etc. due to damage during installation as a result of not being marked, or improperly marked, are the responsibility of the client. AOC assumes no responsibility for invisible dog fences or cable television lines or landscape lighting or any other private utilities if damaged. Extra labor charge may apply if privately run lines, such as, underground sprinkler, gas, dog fencing, etc. need to be moved or repaired due to damage in order to complete the construction/installation project.

**Client Initials:** \_\_\_\_\_

**Payments:** A 50% deposit is required when the signed contract is returned. Projects will not be scheduled until both the signed contract and the required 50% deposit are received. All additional payments will be paid based on payment schedule provided. Payment schedule is subject to change based on weather conditions or deviation from original design and contract. If changes are made, a new payment schedule will be provided. All change orders will require payment in full prior to installation. **A 3.5% convenience fee will be assessed for projects paid for by credit or debit cards.**

Note: Client is responsible for all fees that may occur due to insufficient funds and will be required to pay by cash or cashier's check only for that amount.

**Design Revisions:** The client will be allowed one (1) revision to the original design before an extra cost is incurred. Any changes to the design after final approval or in the field are subject to an extra charge which will be assessed by a change order.

**Construction:** AOC will guarantee all construction from abnormal defects for a period of one year from date of installation. All materials shall be guaranteed by their corresponding manufacturer. Copies of manufacturers' warranties can be provided upon request. **All AOC guarantees are void unless job is paid in full upon completion.**

**Time of Contract:** The prices on this estimate are guaranteed for thirty (30) days from the date on the estimate.

**Client Initials:** \_\_\_\_\_

### **Projects with Wood Structures**

Checking will be most prevalent near drilled holes, screws or bolts and on the ends of the material. If checking occurs at the end on both sides of the post and appears to form a check that is all the way through the material, this will be limited to just the end of the post and will not travel through the rest of the post.

Most checking will occur within the first few months after installation, once the wood has finally adjusted to the environment the checking will stop, so there are no worries of it getting worse or the check continuing to grow over the life of the fence.

Again, it is important to remember that checking will not affect the structural integrity of your fence or deck and will not shorten its life span; this is a completely natural occurrence and is not covered under the warranty of the project.



**Client Initials:** \_\_\_\_\_

**Client Initials:** \_\_\_\_\_

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/01/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER EPIC Insurance Midwest P.O. Box 80159 Indianapolis, IN 46280	CONTACT NAME: <b>Stephanie Stewart</b>	FAX (A/C, No): <b>812-478-6001</b>
	PHONE (A/C, No, Ext): <b>812-478-6029</b>	E-MAIL ADDRESS: <b>stephanie.stewart@epicbrokers.com</b>
INSURED  <b>Artisan Outdoor Craftsman, LLC</b> <b>11071 E. 126th Street</b> <b>Fishers, IN 46038</b>	INSURER(S) AFFORDING COVERAGE	
	INSURER A: <b>West Bend Mutual Insurance Company</b>	NAIC # <b>15350</b>
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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 INSR 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"/> PD Ded: <b>1,000</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		B35434101	10/01/2023	10/01/2024	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COM/OP AGG \$ <b>2,000,000</b> \$
A	AUTOMOBILE LIABILITY <input checked="" 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		B35434101	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>		B35434101	10/01/2023	10/01/2024	EACH OCCURRENCE \$ <b>1,000,000</b> AGGREGATE \$ <b>1,000,000</b> \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	B35462101	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

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

## CERTIFICATE HOLDER

## CANCELLATION

City of Noblesville  
16 S 10th, St  
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

*Steve Danielson*

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## FINANCE & ACCOUNTING

### Funding Verification/Encumbrance Request Form

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

Vendor name: Artisan Outdoor Craftsman

Vendor Address: 11461 11071 E. 126th Street, Fishers, IN 46038

Brief description of purchase: Deck Replacement at Forest Park Lodge

**Source of Funding:**

- ☒ Current Year Operational Budget  
☐ Subsequent Year Operational Budget<sup>1</sup>  
☐ Funding not yet finalized (attach explanation)<sup>2</sup>  
☐ Loan or debt proceeds  
☐ Non-Appropriated Fund<sup>3</sup>

Fund #	108
Department #	023
Project # (NA if no project #)	NA
Expense Object #	Amount
#1	490.100 \$ 100,894.00
#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

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

**Department Director**

Brandon Bennett Digitally signed by Brandon Bennett  
Date: 2023.12.07 14:40:45 -05'00'

(Signature)

Brandon Bennett 12/7/2023

(Printed Name)

(Date)

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

**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)  
OFA Signature Ian Zelgowski Digitally signed by Ian Zelgowski  
Date: 2023.12.08 09:17:43 -05'00'  
☐ No Action Taken (Department should still include this form in purchase/contract approval submission)

PO # (if applicable): 230370

Comments: \_\_\_\_\_

Initials: IZ Date: 12/08/2023

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

Form 98 (Rev. 1998)

PAGE: 1

INDIANA RETAIL TAX EXEMPT  
CERTIFICATE NO. 0031216070010

FEDERAL EXCISE TAX EXEMPT  
356001141

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

**PURCHASE ORDER NO. 230370**

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

**SHIP TO:****TO**

**VENDOR # 11461**  
**ARTISAN OUTDOOR CRAFTSMAN**  
**11071 E 126TH STREET**  
**FISHERS IN 46038**

**ATTN:**

DATE		DEPARTMENT		SHIP TO ARRIVE BY		
12/08/2023		PARKS				
APPROPRIATION NUMBER	QUANTITY	UNIT	DESCRIPTION	PROJECT #	UNIT PRICE	AMOUNT
108023490.100	1.0		DECK REPLACEMENT AT FOREST PARK LODGE		100894.00	100894.00

SHIP VIA

TOTAL

**100894.00****SHIPPING INSTRUCTIONS**

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

**PAYMENT**

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

ORDERED BY

TITLE

CONTROLLER

**ORIGINAL - VENDOR'S COPY**