



CITY OF FISHERS AGENDA

BOARD/COMMISSION: Town Hall Building Corporation Meeting

DATE: 1/9/2023, at 4:00 PM

DIRECTIONS: City Services Building - Controller's Conference Room, 3 Municipal Drive, Fishers, IN 46038

In accordance with the Americans with Disabilities Act (ADA), the City of Fishers will, upon request, provide appropriate aid (i.e. interpreters) and/or assistance leading to effective participation for people with disabilities. Anyone who requires such assistance should [email Kelly Lewark](#), Office Manager, no later than 48 hours before the scheduled event or call at (317) 595-3487.

- 1. Call to Order**
- 2. Confirmation of Quorum and Proper Notice of Meeting**
- 3. Elections**
 - a. a. President
 - b. Vice-President
 - c. Secretary
- 4. Consent of Previous Meeting Minutes**
 - a. 12-12-22
- 5. Live Wall Agreement**
 - a. Agreement
- 6. Resolution Accepting Dedication of Property**

7. Old Business

8. New Business

- a. Fishers Event Center Update

9. Adjournment

This Agreement ("Agreement") is made by and between the **Fishers Town Hall Building Corporation**, an Indiana not for profit corporation with a principal place of business at 3 Municipal Drive, Fishers, Indiana ("Client") and **Engineered Facades** ("Contractor"), with a principal place of business at 15255 Endeavor Drive, Ste 100, Noblesville, IN 46060.

1. Services to Be Performed

Contractor shall perform the proposed construction services described in Exhibit A, attached hereto and incorporated into this Agreement (the "Services").

2. Payment

In consideration for the Services to be performed by Contractor, Client shall pay Contractor \$81,670.00 (the "Contract Price").

Client further agrees to pay Contractor as follows: 25% of Contract Price upon signing of agreement by the parties; an additional 40% of Contract Price at time of delivery of product to worksite; and the balance upon completion of the Services.

3. Vehicles and Equipment

At its sole cost and expense, Contractor shall furnish all vehicles, equipment, tools, and materials used to complete the Services, and, subject to the terms of this Agreement, Client shall be exclusively liable for the Contract Price.

4. Business Licenses, Permits, and Certificates

Contractor represents and warrants that Contractor and Contractor's employees, and contract personnel will comply with all federal, state, and local laws regarding the Services to be completed pursuant to this Agreement.

5. Taxes

The Services described in Exhibit A is considered a nontaxable project for Indiana Sales and Use tax, therefore no taxes will be charged to, or collected from, the Client.

6. Insurance

Contractor will provide insurance as described on the attached sample Certificate of Insurance and shall additionally include the City of Fishers and the Fishers Town Hall Building Corporation as additional insureds on such policy.

7. Term of Agreement

This Agreement will become effective when signed by both parties and will terminate upon payment by the Client; and (b) completion of the Services by Contractor.

8. Terminating the Agreement

With reasonable cause, either Client or Contractor may terminate this Agreement, effective immediately upon giving written notice; provided, however, in the event of termination, any money paid or to be paid shall be equitably apportioned (the “Partial Amount”) based on the work performed to the date of termination (the “Partial Amount”), and within twenty (20) business days’ of such termination, any amount (a) in excess of the Partial Amount held by Contractor shall be returned to Client, or (b) owed by Client toward the Partial Amount shall be paid by Client to Contractor.

9. Exclusive Agreement

This is the entire Agreement between Contractor and Client.

10. Modifying the Agreement

This Agreement may be modified only by a writing signed by both parties.

11. Applicable Law/Resolving Disputes

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana. Contractor waives, to the extent permitted under applicable law: (a) the right to a trial by jury; and (b) any right Contractor may have to: (i) assert the doctrine of “forum non conveniens”; or (ii) object to venue.

12. Indemnification.

Contractor shall indemnify and hold harmless Client from and against any and all claims arising from or connected with: (i) breaches by Contractor under contracts to which Contractor is a party, to the extent that such contracts relate to the performance of any of the Services or any party acting by, under, through, or on behalf of Contractor; (ii) injury to, or death of, persons or loss of, or damage to, property, suffered in connection with performance of the Services by Contractor or any party acting by, under, through, or on behalf of Contractor; (iii) the negligence or willful misconduct of Contractor or any party acting by, under, through, or on behalf of Contractor; and (iv) the breach by Contractor of any term or condition of this Agreement.

Signatures

Client/Owner: _____

Fishers Town Hall Building Corporation

Signature

Date

Contractor: _____

Engineered Facades

Signature

Date



To: Ross Hilleary

Company: Fishers Planning & Zoning

Project: Live Wall Framing

Location: Fishers IN

Drawing Date: N/A

From: Scott Harris, Andrew Taba, Brad Hitzfield

Office: Scott's Cell: 317.619.1654
Andrew's Cell: 317.672.1000
Brad's Cell: 317.430.5200

Addenda: N/A

Date: November 1, 2022

Page: 1 of 1

EXHIBIT A: Proposal

Back-up Framing for Livewall

1. Furnish and install framing in nine (9) openings in precast parking garage structure
2. Each opening is assumed to be 241" wide x 79" tall x 6" deep
3. Framing consists of vertical aluminum tubes mechanically fastened back to concrete structure with clips allowing for expansion/contraction (Note: PT strands must not be present)
4. Shop drawings and structural calculations

Livewall Rails

1. Install only horizontal rails for (9) openings in precast parking garage structure
2. Rails are roughly spaced 12" apart vertically
3. Includes supplemental vertical framing in between vertical aluminum tubes
4. Excludes filling of planter boxes and irrigation hookup

Specific Exclusions:

1. Concrete x-ray, embeds
2. Furnishing of the Livewall system including mechanical/electrical connections
3. Structural steel, metal stud framing, insulation, sheathing, plywood, weather barriers, wood blocking
4. Sealant to adjacent materials (i.e. masonry, EIFS/DEFS, glass/glazing, etc.)
5. Roof edge metal including copings, gravel stop, fascia, counter-flashing, scuppers, gutters and downspouts
6. Expansion control, deflection joints

BASE BID PRICE EXCLUDING SALES TAX:

***\$81,670**

**Due to fluctuating economic conditions, material allocations and other impacts, we reserve the right to update our pricing and material deliveries. Thanks in advance for understanding our position and hopefully the economics challenges will dissipate quickly.*

General Exclusions: Sales Tax, Non-Standard Permits, Non-Standard Insurances, Job-Site Travel, Other Travel, Design Engineering, Stamped Structural Calculations, Performance and Payment Bond, Bid Bond, Building Information Modeling, Stamped Shop Drawings, Diversity Participation, Non-Standard Safety, Safety Labor, Job-Site Security, Lab Test Materials, Lab Test Labor, Visual Mockup Materials, Visual Mockup Labor, Performance Mockup Materials, Performance Mockup Labor, Test Lab Charges, Quality Control, Field Testing, FM Global Requirements, Temporary Utilities, Field Office, Off-Site Storage, Job-Site Storage, Off-Site Fabrication Labor, Composite Cleanup Crew Participation, Job-Site Cleaning, Job-Site Waste Disposal, Final Cleaning, Product Protection Materials, Product Protection Labor, Non-Standard Warranties, Extra/Attic Stock Materials.

www.engineeredfacades.com

phone: 317.845.5300 | fax: 317.845.5353

15255 Endeavor Drive ■ Suite 100 ■ Noblesville, IN 46060

phone: 512.592.7206 | fax: 512.592.57201

3914 Gattis School Rd ■ Suite 102 ■ Round Rock, TX 78664





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/22/2022

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 Dimond Bros. Insurance, LLC 11708 North College Avenue Carmel IN 46032	CONTACT NAME: Laurie Sirene PHONE (A/C, No, Ext): (317) 853-3500 E-MAIL ADDRESS: laurie.sirene@dimondbros.com FAX (A/C, No): (317) 853-3501																					
INSURED Visionline Corporation dba Engineered Facades 15255 Endeavor Drive, Suite 100 Noblesville IN 46060	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Cincinnati Insurance Co.</td><td>10677</td></tr><tr><td>INSURER B:</td><td>Cincinnati Indemnity Company</td><td>23280</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Cincinnati Insurance Co.	10677	INSURER B:	Cincinnati Indemnity Company	23280	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 22-23 Master**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			EPP0552929	09/30/2022	09/30/2023	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 500,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	EWC0552931	09/30/2022	09/30/2023	<table><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
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E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
A	Inland Marine			EPP0552929	09/30/2022	09/30/2023	<table><tr><td>Installation Floater</td><td>\$2,000,000</td></tr><tr><td>Leased/Rented Equip.</td><td>\$400,000</td></tr></table>	Installation Floater	\$2,000,000	Leased/Rented Equip.	\$400,000										
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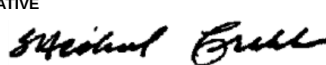
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Leased/Rented Equipment

Subject to the terms and conditions of the policy, Ahern Rentals Inc, lessor, is added as additional insured on the General Liability policy and Loss Payee on the Inland Marine policy with respect to any leased or rented equipment up to the limit shown for Any One Item.

The Producer shown on the ACORD 25 will provide the Certificate Holder 30 days written notice of cancellation if cancellation of the policy(ies) shown on the Certificate is initiated by the Insurance Company(ies) for reasons other than non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

Ahern Rentals Inc 1401 Mineral Ave Las Vegas NV 89106	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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Additional Named Insureds

Other Named Insureds

ProCLAD Investments, LLC.	Additional Named Insured
ProCLAD, Inc.	Additional Named Insured
VisionLine Corp.	Additional Named Insured