



Board of Public Works and Safety

Agenda Item

Cover Sheet

MEETING DATE: March 27, 2018

☒ New Item for Discussion

☐ Previously Discussed Item

☐ Miscellaneous

ITEM #: 8

INITIATED BY: David Dale

☒ Information Attached

☐ Bring Paperwork from Previous Meeting

☐ Verbal

☐ No Paperwork at Time of Meeting

Wallpaper/Paint Project at the Public Safety Building

March 13, 2018

To:

Board of Works

City of Noblesville

Board of Works,

This proposal is for the removal of the wallpaper and painting the walls in the Public Safety Building. This proposal includes the first floor public areas, lobby restrooms, 9th St. vestibule, and second floor hallway. Since the wallpaper is starting to fall off and is in poor condition throughout the building this will be the first step in a several year process. The project will include removal of the old wallpaper, applying a sealer to prevent the wallpaper glue from bleeding through, applying a skim coat and sanding, priming and then two coats of paint.

Three proposals:

Renovia: \$23,705.00

P&E Painting LLC: \$28,025.00

Jack Laurie Group: \$37,900.00

The funding for this project was included in this year's budget and will not need any alternative funding. I have attached copies of the proposals. I have attached the contract with Renovia Services to be signed for approval.

Sincerely,

David Dale

Facilities Manager



David,

I've created a Proposal for your review in Renovia's secure, online document management system. In this document, you can review our **Scope of Work, Prep & Paint Details, Pictures & Description, Pricing, Terms**, and our **Warranty**.


A few notes for your convenience:

In the upper right corner of the screen you'll see a button labeled "**Sign Contract**"

An authorized signer may click "**Sign Contract**" to submit a legally binding electronic signature for the terms described in the document.

You will also see a button labeled "**Ask a Question**"

This button allows you to submit a question directly to me regarding any question/comments/concerns you may have about the Proposal that has been submitted to you.

In the upper left hand corner, you will notice three bars stacked on top of each other . By clicking on this bar, you will be able to access the **Table of Contents**, which allows you to easily navigate throughout the entire document.

If you need to review this document offline, click the button labeled "**Download**" at the bottom of the **Table of Contents** to produce a PDF copy.

Thanks for your consideration and please let me know if you have any questions.

Best Regards,

Chris Hall
chall@renovia.com



Renovia
5151 N. Shadeland Ave.
Indianapolis, IN 46226
Ph: (866) 271-2148
Fax: (317) 968-9567
www.renovia.com

Interior Proposal

Proposal number: 135 S 9th Street Interior 2017 **Date:** March 20, 2018

Contact: Chris Hall
Email: chall@renovia.com
Phone: (317) 710-3575

Full Workers Compensation Coverage/\$2,000,000 General Liability Insurance
All Proposals Are Valid For 90 Days

Customer:	Site Information:
City of Noblesville 16 S 10th St Noblesville, Indiana, 46060 Primary Contact: David Dale	Site Name: City of Noblesville Public Safety Building Site Address: 135 S 9th Street Site City: Noblesville Site State: IN Site Zip: 46060 Site Contact: David Dale Site Phone: (317) 753-9256

Scope of Work

Pricing Options

Wallpaper Removal and Painting

Interior wallpaper removal, skim coating and painting of the Public Works main entrance. Includes the additional bathrooms/small areas that were added during a site walk with David Dale completed in March 2018.

****All painting products to be Sherwin Williams Paints****

INCLUDES:

- Removal of wallpaper
- Apply 2 skim coats of drywall mud, to be sanded to a smooth finish
- Apply 1 full prime of Promar 200 Zero VOC primer to the following substrates:
 - Drywall
- Apply 1 full prime of Extreme Bonding primer to the following substrates:
 - Plastic Cover Guards
- Apply 2 finish coats of Promar 200 Zero VOC, eggshell finish, to the following substrates:
 - Drywall
 - Plastic Cover Guards

EXCLUDES:

- Stained Trim
- Stained Handrailings
- Stained Wainscoting
- Stained Doors
- Window and Door Frames
- Elevator Doors
- Bathroom Partition Walls
- Tile
- Equipment
- Ceilings
- Removal of any wall decor, pictures or misc. items

PLEASE NOTE:

- **We are only removing wallpaper and painting the areas that have identified by the customer**

Primer Coats

Substrate	Manufacturer	Material	# Coats	Color
Drywall	Sherwin Williams	Promar 200 Primer	1	
Plastic Corner Guards	Sherwin Williams	Promar 200 Zero Voc Egshel	1	



Pictures & Descriptions



Pricing

Items Included	
Wallpaper Removal and Painting	\$23,705.00
Total	\$23,705.00

Payment is due: _____

***Special pricing for producible work in winter months (Nov 2017-Mar 2018). Please contact your representative for further details.**

Contractor reserves the right to withdraw this Proposal without liability prior to Customer's acceptance of this Proposal. Unless previously withdrawn, this Proposal shall remain valid for a period of thirty (90) days from the date of this Proposal.

**** Please review the attached terms of this Proposal and limited one year warranty, which are both incorporated into this Proposal. Consult your sales representative with any questions. ****

Instructions for Acceptance

This document may be accepted and signed online using the "**Sign Contract**" button in the top right-hand corner of the document.

Alternatively, you may download a PDF copy of this document by clicking the "**Download Document**" button from the Table of Contents. Once this proposal has been downloaded, you will be presented with designated areas to sign and accept the proposal.



Signature

Presented to:

David Dale

Accepted by:

Printed Name

Signed Name

Title

Date

Terms of Proposal

1. **Work.** Contractor shall furnish necessary construction administration and management services and use the Contractor's diligent efforts to perform the services and supply those materials expressly identified in the Proposal as being provided by the Contractor for the Project (the "Work"). The Work shall be performed in an expeditious manner. The term "Proposal" as used herein shall refer to collectively to the proposal, these terms of proposal and the attached limited one year warranty. The term "Project" as used herein shall mean the project that is identified as the Site in the Proposal.
2. **Warranty.** Contractor shall provide a limited warranty of the Work per the attached Limited One Year Warranty.
3. **Safety.** Contractor shall have overall responsibility for safety precautions and programs in the performance of the Work, except that Contractor's subcontractors shall also be responsible for the safety of persons or property in the performance of their work, and for compliance with the provisions of laws. Contractor shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect its employees and other persons at the Work site, materials and equipment stored on-site for use in the Work, and property located at and adjacent to the Work site, whether or not the property is part of the Work.
4. **Contractor's Insurance.** Contractor shall during performance of the Work maintain workers compensation insurance at statutory rates and commercial general liability insurance with minimum policy limits of \$2,000,000 in the aggregate.
5. **Property Insurance.** Before the start of the Work, Customer shall obtain and maintain a Builder's Risk Policy or other comparable property insurance for the Project. This insurance shall be written as a Builder's Risk Policy or equivalent form to cover all risks of physical loss except those specifically excluded by the policy. Customer shall be solely responsible for any deductible amounts. This policy shall provide for a waiver of subrogation in favor of Contractor. Customer and Contractor waive all rights against each other and their respective employees, agents and subcontractors for damages caused by risks covered by the property insurance except such rights as they may have to the proceeds of the insurance.
6. **Permits.** Except for those permits expressly identified in the Proposal as being secured and paid for by Contractor, Customer shall secure and pay for all other permits as well as all approvals, easements, assessments and fees required for the Work, the development and construction of the Project and any use or occupancy thereof.
7. **Temporary Facilities.** Unless otherwise specifically included within Contractor's identified scope of the Work, Customer shall furnish any and all necessary temporary site facilities including but not limited to site access, storage space, guard rails, covers for floor, roof, and wall openings, security, parking, electrical and other temporary utility services, lighting, trash services, weather protection and lavatories.
8. **Customer's Separate Contractors.** In the event that Customer elects to perform work at the Work site directly or by others retained by Customer, Contractor and Customer shall coordinate the activities of all forces at the Work site and shall agree upon fair and reasonable schedules and operational procedures for the Work site activities. Customer shall require each separate contractor to cooperate with Contractor and assist with the coordination of activities and the review of construction schedules and operations. The price to be paid by Customer to Contractor as identified in the Proposal ("Contract Price") and the completion time shall be equitably adjusted, as mutually agreed by Customer and Contractor, for changes made necessary by the coordination of construction activities and any delays or impacts caused thereby.
9. **Work Site Conditions.** If the conditions at the Work site are (a) physical conditions which are materially different from those indicated in the Proposal or were otherwise concealed, or (b) unusual and unknown physical conditions which are materially different from conditions ordinarily encountered and generally recognized as inherent in the Work, Contractor shall stop the Work and give prompt written notice of the condition to Customer. Contractor shall not be required to perform any work relating to such condition without the written mutual agreement of the parties. Any change in the

Contract Price or completion time as a result of the condition shall be made by Change Order.

10. **Customer Requirements.** Customer shall provide, at its expense, to Contractor and with reasonable promptness any information applicable to Contractor's performance of the Work that is under Customer's control, which information Contractor is entitled to rely on. Upon request of Contractor, Customer shall promptly provide evidence of Project financing, which evidence shall be a condition precedent to Contractor commencing or continuing the Work.
11. **Delays.** Contractor shall be entitled to an equitable adjustment in the Contract Price including reasonable overhead and profit and an extension of the completion time for any modification of the construction schedule and for any other delays, accelerations and impacts to the Work that were due to causes beyond Contractor's reasonable control including but not limited to those caused by labor disputes, fires, floods, acts of God or government, adverse weather, wars, embargos, transportation and vendor delays, or any other delays caused by Customer, its separate contractors or others.
12. **Change Orders.** Contractor may request or Customer may order changes in the Work or the timing or sequencing of performance of the Work that impacts the Contract Price or the completion time. All such changes in the Work that affect the completion time or Contract Price shall be formalized in a written Change Order. Customer and Contractor shall negotiate in good faith an appropriate adjustment to the Contract Price and/or completion time and shall conclude these negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price or the completion time shall not be unreasonably withheld. Contractor shall not be obligated to perform changes in the Work that impact the Contract Price or the completion time until a Change Order has been executed by the parties.
13. **Payments.** Contractor shall periodically submit to Customer an invoice for payment based on the Work performed as of the date of submission of the invoice. Invoices shall include payment requests on account of any Change Orders. Customer shall pay the amount due on any invoice in accordance with the payment terms set forth in the Proposal (or if none, then payment shall be made within twenty (20) days of Customer's receipt of the Contractor's invoice). All payments to Contractor shall not be subject to the withholding of any retainage.
14. **Final Payment.** Claims not reserved by Customer in writing with the making of final payment shall be waived except for claims relating to liens or similar encumbrances or warranties.
15. **Delay in Payment.** If Contractor does not receive a progress payment from Customer when such payment is due, Contractor, upon giving three (3) days' written notice to Customer and without prejudice to and in addition to any other legal remedies, may stop the Work until payment of the full amount owing to Contractor has been received. In such an event, the Contract Price and completion time shall be equitably adjusted by Change Order for Contractor's reasonable additional costs and delay resulting from the shutdown, delay and start-up. Any amounts not timely paid shall bear interest at the rate of 1.5% per month from the due date until paid, and Contractor shall be entitled to recover any costs of collection of these overdue amounts including its reasonable attorney fees.
16. **Termination by Customer.** Should Contractor be in material breach of the terms of this Proposal, Customer may, without prejudice to any other rights or remedies of Customer, issue written notice to Contractor advising of such default and provided Contractor fails to remedy its material breach within this seven day notice period, terminate this Proposal for cause by sending written notice to Contractor.
17. **Termination by Contractor.** Should Customer fail to pay Contractor amounts owed under this Proposal or is otherwise in material breach of the terms of this Proposal, Contractor may, without prejudice to any other rights or remedies of Contractor, after seven days advance written notice to Customer and provided Customer fails to pay such amounts owed to Contractor or otherwise fails to remedy its material breach within this seven day notice period, terminate this Proposal for cause by sending written notice to Customer. In the event of such termination for cause by Contractor, Contractor shall be promptly compensated by Customer for the Work performed up through such termination, any cancellation or



restocking fees and any other damages incurred by Contractor.

18. **Dispute Resolution.** This Proposal shall be governed by Indiana law. If a dispute arises out of or relates to this Proposal or its breach, the parties shall endeavor to settle the dispute through direct discussions. In the event a dispute is not resolved through direct discussions, the dispute shall be resolved by litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.
19. **Damages.** In no event shall Contractor be liable for any special, incidental, consequential or liquidated damages related to or arising out of this Proposal or the performance by Contractor of the Work, and Customer waives its claims of all such damages against Contractor.
20. **Extent of Agreement.** This Proposal is for the exclusive benefit of the parties and not for the benefit of any third party. This Proposal represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations, requests for proposal or agreements, either written or oral. If any term or provision of this Proposal is found by the court to be invalid, illegal or otherwise unenforceable, the remaining provisions shall remain in full force and effect.
21. **Waiver.** The delay or failure by Contractor to exercise or enforce any right hereunder shall not constitute or be deemed a waiver of such right or any other right under this Proposal. No waiver by Contractor of any breach of this Proposal shall constitute or be deemed a waiver of any subsequent breach.
22. **Assignment.** Except as to the assignment of proceeds, neither party shall assign its interest in this Proposal, in whole or in part, without the written consent of the other party. The terms and conditions of this Proposal shall be binding upon both parties, their partners, successors, assigns, and legal representatives.
23. **Counterparts.** This Proposal and any Change Orders may be executed in counterparts, and signatures by facsimile copy or e-mail attachment shall be effective as original signatures.
24. **Authority.** The persons that signed the Proposal represent and affirm that they have the authority to execute this Proposal and to bind the entity for which they are signing.

Limited One Year Warranty

Subject to the limitations set forth below, for a period of 12 months from the date of completion of the work described on the front of this contract, the owner named on the front of this contract (The Contractor) will repair peeling, blistering or chipping paint resulting from defective workmanship.

This limited Warranty Does Not Cover

- Any work where the contractor did not supply the paint or other materials
- Any work which was not performed by the contractor
- Varnished surfaces
- Surfaces made of, or containing, galvanized metal
- The cost of paint required to perform the repairs
- Repairs to horizontal surfaces or any surface that, by virtue of its design permits moisture to collect. Surfaces include, but are not limited to, decks, railings, stairs, porches, roofs, floors and wood gutters.
- Exact paint match as environmental conditions will affect the color and finish of all paints over time
- Any repairs which are necessitated as a result of a defect in the paint regardless of whether the paint was supplied by the contractor or the customer.
- Cracks in drywall, plaster, or wood
- Peeling, blistering or chipping where they are caused by:
 - Mill-glazing from smooth cedar
 - Ordinary wear and tear
 - Abnormal use or misuse
 - Peeling of layers of paint existing prior to the work performed by the contractor
 - Structural defects
 - Settling or movements
 - Moisture content of the substrate
 - Abrasion, mechanical damage, abrasive cleaning, abuse, or damage resulting from use of chemicals or cleaning agents or exposure to harmful solids, liquids, or gases
 - Damage or defects caused in whole or in part by reason of fire, explosion, flood, acts of God, extreme weather conditions, misuse, alterations, abuse, vandalism, negligence, or any other similar caused beyond the control of the contractor.

Repairs under this limited warranty will be performed only on the specific areas where peeling, blistering or chipping has occurred and only to the level of surface preparation described in the preparation section of this contract.

FOR THIS WARRANTY TO BE VALID, YOU MUST:

- Pay the full contract price
- Retain a copy of the original contract
- Retain a copy of your cancelled check or other evidence of payment in full
- Pay for all materials used to perform the repairs
- Make the property accessible to the contractor, or his employees, to perform the repairs

THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE BY THE CONTRACTOR AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THIS WARRANTY COVERS ONLY THOSE SERVICES PROVIDED BY THE CONTRACTOR TO THE ORIGINAL PURCHASER NAMED ON THE FRONT OF THIS CONTRACT. IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DAMAGES IN EXCESS OF THE ORIGINAL CONTRACT PRICES. THIS WARRANTY MAY NOT BE ALTERED OR EXTENDED FOR ANY PURPOSE UNLESS DONE SO IN WRITING IN A DOCUMENT EXECUTED BY ALL PARTIES TO THIS CONTRACT.



This warranty gives you specific legal rights. Some jurisdictions do not allow limitations on how long an implied warranty last, so the above limitation may not apply to you. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

All of which is approved by the Board of Public Works and Safety of the City of Noblesville this
_____ day of _____ 2018.

JOHN DITSLEAR, MAYOR

LAWRENCE STORK, MEMBER

JACK MARTIN, MEMBER

ATTEST:

EVELYN L. LEES, CLERK
CITY OF NOBLESVILLE, INDIANA

P&E Painting, LLC.

Mike Patrick
5649 E. 62nd Place
Indianapolis, IN 46220
Phone: (317) 965-3734

Proposal Submitted to: David Dale

Job Location: 135 S. 9th St. Noblesville, IN

Date: March 14, 2018

Start Date: to be determined

Common Hallways, Front Foyer (1st and 2nd Floors)

Walls: Presently Wall Covered

- Section off work area
- Remove existing wall covering
- Apply sealant to exposed drywall
- Hand sand to smooth finish
- Caulk where necessary
- Paint: 2 coats
 - Color: to be determined
 - Product: PPG Interior Hi-Hide (eggshell)
- Clean work area

Total Cost of Labor, Materials & Lift: \$18,742 (No Skim coat)

Common Hallways, Front Foyer (1st and 2nd Floors)

Walls: Presently Wall Covered

- Section off work area
- Remove existing wall covering
- Apply sealant to exposed drywall
- Skim walls with mud
- Hand sand to smooth finish
- Caulk where necessary
- Paint: 2 coats
 - Color: to be determined
 - Product: PPG Interior Hi-Hide (eggshell)
- Clean work area

Total Cost of Labor, Materials & Lift: \$28,025 (Skim coat)

Offices:

Walls:

- Patch any divots, blemishes and cracks
- Hand sand to smooth finish
- Caulk where necessary
- Paint: 2 coats
 - Color: to be determined
 - Product: PPG Interior Hi-Hide (eggshell)
- Clean work area

Total Cost of Labor & Materials: \$450/per office

Warranty:

P& E Painting, LLC warrants all labor provided for the Project for a period of **two (2) years** against defects in workmanship, subject to the limitations contained herein.

All warranties contained herein are void if: (a) the Project is damaged through an act of God; or (b) the Project is found to have been tampered with or misused by the customer beyond reasonable wear, and shall not apply if the Project has been physically damaged intentionally or due to accident or neglect; including but not limited to damage caused by the following: standing water, shift in the structures, fire damage, and chemicals applied to surfaces. These warranties are valid only to the original purchaser of the services as indicated on the original sales invoice.


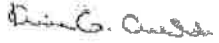


7998 Georgetown Rd
Indianapolis, IN 46268

Proposal

Number 5-21892

Date Mar 14, 2018

Sold To	Ship To	Bill To	Your Sales Rep
City of Noblesville David Dale 16 S. 10th Street Noblesville, IN 46060 Email ddale@noblesville.in.us Phone (317) 770-5757 Fax	Public Safety Painting David Dale 16 S. 10th Street Noblesville, IN 46060 Phone (317) 770-5757 Fax	City of Noblesville David Dale 16 S. 10th Street Noblesville, IN 46060 Phone (317) 770-5757 Fax	 Kevin Ault 317-704-1100 ext 202 Cell 317-409-1318  Kevin.Ault@JackLaurieGroup.com

Terms	P.O. Number	Project Name	Date of Plans
NET 30		Public Safety Painting	3/14/18

Scope of Work

Scope of Work:

Provide all necessary labor and material to perform the following to all walls throughout the 1st and 2nd floor entrances, corridors and lobby:

- " Remove and dispose of the existing vinyl wallcoverings (areas inspected were properly sized...this quote is based on all areas being sized)
- " Apply guardz-primer sealer over all existing wall surfaces
- " Skim-coat and sand all wall surfaces to prepare for new paint finishes
- " Apply one-coat of latex primer and two-coats of latex paint to all wall surfaces

Base Bid Total = \$37,900

Add \$3,000 if work is to be performed during off-shift hours

Add \$2,500 to paint all hollow-metal door-frames throughout painted wall areas

Add \$3,500 to patch, repair and repaint drywall ceilings at 1st & 2nd floor of Lobby area

EXCLUSIONS: All major sub-floor restoration (including grinding or leveling slabs); scraping mud, removing drywall compound and paint; removing or disposing of existing flooring materials; moving furniture; providing temporary services (light, heat, etc.); handling hazardous material (asbestos, etc.), stripping and/or waxing vinyl floors, unless specifically noted within this proposal, are excluded from the above price.

DEPOSIT: Please remit to Jack LaurieGroup, 7998 Georgetown Rd., Suite 1,000, Indianapolis, IN 46268.
Materials will be ordered upon receipt of deposit.

Deposit Amount \$0.00

Authorized By

Accepted by



Kevin Ault

Date Mar 14, 2018

Customer

Date



Paint and Wall Coverings

- Drywall finishing
- Textured walls/ceilings
- Interior and exterior painting
- Wall coverings
- Specialty coatings
- Electrostatic painting

Cleaning Services

- Floor cleaning and maintenance
- Janitorial services for entire building and furnishings
- Construction clean up

Floors

- Carpet
- Vinyl
- Wood
- Hard tile
- Natural stone
- Sports floors
- LEED-certified

Walls

- Drywall
- Plaster

Ceilings

- Acoustical
- Specialty
- Decorative