



Board of Public Works and Safety

Agenda Item

Cover Sheet

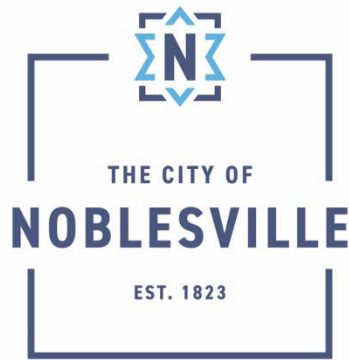
MEETING DATE: January 28, 2025

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

ITEM #: 9

INITIATED BY: Charlie Elliott

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



TO: Noblesville Board of Public Works and Safety

FROM: Charlie Elliott, Parks Assistant Director, Parks Department

SUBJECT: Board to Consider Amendment No. 1 to the Service Agreement with Baumgartner & Company for the paving of the Hague Road Nature Haven Parking Lot

DATE: January 28, 2025

The City of Noblesville Parks Department is requesting an amendment to the project scope to capture additional materials that will be required after field measurements were taken.

The Parks Department recommends the Board of Public Works approve Amendment No. 1 to the services agreement with Baumgartner & Company.

AMENDMENT NO. 1 TO SERVICES AGREEMENT

1. Background Data:
 - a. Effective Date of Services Agreement: December 3, 2025
 - b. City: City of Noblesville, Indiana, a municipal corporation
 - c. Contractor: Baumgartner Asphalt & Company
 - d. Project: Service Agreement with Baumgartner Asphalt & Company for the Paving of the Hague Road Nature Haven Parking Lot
2. Nature of Amendment
 - ☒ Modifications to Term
 - ☒ Modifications to Compensation
3. Description of Modifications Attachment 1, "Modifications"

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Attachment No. 1

Modifications

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

SECTION IV. COMPENSATION

- 4.1 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in Exhibit A and Attachment No. 1 of this amendment. Compensation shall not exceed Forty Five Thousand Seven Hundred Forty Seven Dollars and Zero Cents (\$45,747.00).

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

_____ (**“Contractor”**)

By: _____

Date: _____

Printed: _____

Title: _____

City of Noblesville

By: _____

Date: _____

Printed: _____

Title: _____

Attachment No. 1



BAUMGARTNER — & COMPANY — ASPHALT SERVICES

To: City of Noblesville - Parks and Recreation Address: 701 Cicero Rd Noblesville, IN 46060	Attn: Savannah Solgere Wines Phone: 317-764-7161 Email: ssolgere@noblesville.in.gov
Project Name: Hague Rd Parking Lot Project Location: 18130 Hague Rd.	Estimate Date: 1/16/2025

This quote provides for all labor, equipment, and material necessary to accomplish work as set out below.

Item Description	Estimated Quantity	Unit
• #53 Compacted Stone Base	17.00	TON
• 4" INDOT HMA 25mm Intermediate Type B	24.00	TON
• 1.5" INDOT HMA 9.5mm Surface Type B	9.00	TON

Bid Total \$4,957.00

- **Quote is valid for 15 days. Furthermore, quote is based upon performance of the Work within the 2025 construction season; thereafter, pricing is subject to Baumgartner's confirmation or adjustment.**
- **Quote does not include any topsoil placement at perimeter of lot.**
- Quote based on all Work performed on weekdays during normal business hours. Weekend, holiday and/or after-hours Work will be performed at an additional cost with prior approval only.
- Quote is based on complete access to the Work. Delays resulting from failure to provide access shall be compensated at our standard hourly rates.
- Pavement designs with less than one percent (1%) fall in grade will not have a drainage guarantee.
- Quote includes the locating of public utilities via "Indiana 811" which requires a minimum of three (3) business days for completion. Quote does not include locating private utilities and/or irrigation lines – location of private utilities shall be the responsibility of the Customer.
- **Quote is based solely on knowledge and assumptions derived only from a review of the subject project plans/specifications and not on any visual review of the site, subsurface investigation(s), geotechnical exploration(s) or testing. As such, Baumgartner will not be liable for any unknown, differing or unforeseen conditions discovered.**
- Trees and vegetation to be trimmed by others in advance of Work to allow for safe working conditions and to allow trucks and construction equipment adequate access to the site. Baumgartner will not be responsible for broken limbs and/or health of trees/vegetation after work is completed.
- Baumgartner will not be responsible for the following items or conditions: permits, bonds, engineering, layout, allowances, testing, saw cutting, private utilities, landscape repairs, contaminated soils, subgrade prep/remediation, subgrade treatment, proof rolls,
- Quote is to be incorporated into Baumgartner's contract without limitation and with Quote as the controlling document related to conflicting terms. Work will be scheduled upon receipt of afore mentioned contract.

**12461 Reynolds Dr. Fishers, IN. 46038
Phone:(317) 296-7225
Baumgartnerasphalt.com**

Accepted:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Signature: _____

Printed Name & Title:

Date of Acceptance: _____

Confirmed:

**Baumgartner & Company Asphalt
Services**

Authorized Signature:

Project Manager: Jim Purvis