

TO: Board of Public Works and Safety

FROM: Alison Krupski, City Engineer

SUBJECT: On-Call Agreement with American Structurepoint, Inc.
Supplemental No. 2

DATE: October 15, 2024

The City has an existing on-call agreement with American Structurepoint, Inc., and we are requesting to supplement this contract. While this on-call agreement is held in the engineering department, many other city departments (Mayor's Office, Economic Development, Planning, etc.) have used this agreement in the past couple years. Some items that have been completed using this agreement include temporary intersection improvements at SR37, yearly grant application support, and City Construction Standards review.

I recommend the Board of Public Works and Safety approve this agreement with American Structurepoint, Inc.



AMENDMENT NO. 2 TO SERVICES AGREEMENT

1. Background Data:

- a. Effective Date of Services Agreement: February 22, 2022
- b. City: City of Noblesville, Indiana, a municipal corporation
- c. Contractor: American Structurepoint, Inc.
- d. Project: On-Call Agreement

2. Nature of Amendment

- ☒ Modifications to Payment to Contractor
- ☒ Modifications to other terms and conditions of the Agreement

3. Description of Modifications

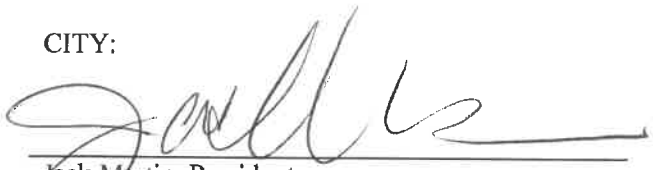
Attachment 1, "Modifications"

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.

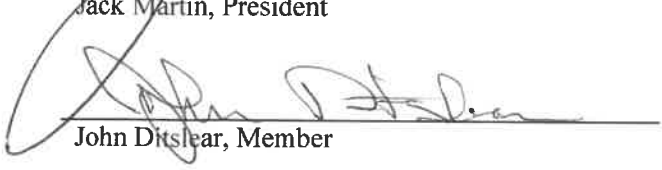
Signature Page Follows

Approved by the Board of Public Works and Safety of the City of Noblesville this 15th day of October, 2024.

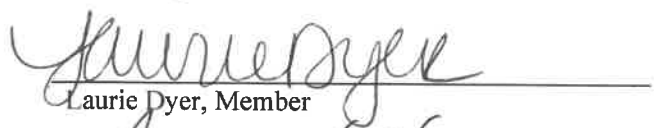
CITY:



Jack Martin, President



John Ditslear, Member



Laurie Dyer, Member




Robert J. Elmer, Member



Rick L. Taylor, Member

Attest:

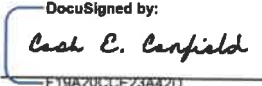


Evelyn L. Lees, Clerk
City of Noblesville, Indiana

CONTRACTOR:

By:

DocuSigned by:



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Printed: Cash. E. Canfield, PE

Title: President

Date Signed: 9/6/2024

This is **Attachment 1**, consisting of 1 page, to Amendment No. 2.

Modifications

1. City shall pay Contractor the following additional or modified compensation. Section IV. Compensation and Appendix D, Paragraph A are modified to read as follows:

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 Section 2.1. Compensation shall not exceed ~~Five Hundred Thousand Dollars and 00/100 (\$500,000.00)~~ **Seven Hundred Thousand Dollars and 00/100 (\$700,000.00)**.

Appendix D, Paragraph A is modified as follows:

A. Amount of Payment

1. The Contractor shall be compensated for services to be performed under this Contract a fee total not to exceed ~~\$500,000~~ **\$700,000** unless approved in writing by the City.
2. The Contractor shall be compensated for services an amount equal to the cumulative hours charged to the Project by each class of Contractor's employees, plus direct expenses. Rates will be calculated using labor rate multiplier based on current wage rate, overhead rate, 15% profit and FCCM. Progress payments with this method are computed using a provisional overhead rate based upon the most recently audited rate that is accepted by INDOT. Final compensation is determined by actual audited and accepted overhead rates for the billing periods, which are determined subsequent to the close of the Contractor's fiscal years. Progress payment adjustments are to be made upon issuance of accepted overhead rates and a final audit is required when the work is completed. Overtime rates will only be paid if the employee works over 40 hours on this project. The total obligation under this portion of the Contract shall not exceed ~~\$500,000~~ **\$700,000**, unless approved in writing by the City.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/6/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Agency 3780 Mansell Rd. Ste. 370 Alpharetta GA 30022		CONTACT NAME: Rebecca Egan PHONE (A/C, No, Ext): 770-552-4225 E-MAIL ADDRESS: ACECcertificates@greyling.com FAX (A/C, No): 770-552-4225		
INSURED American Structurepoint, Inc. 9025 River Road Suite #200 Indianapolis IN 46240		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Valley Forge Insurance Company		20508
		INSURER B : The Continental Insurance Company		35289
		INSURER C : National Fire Insurance Co of Hartford		20478
		INSURER D : Travelers Casualty & Surety Co America		31194
		INSURER E : Transportation Insurance Company		20494
INSURER F :				

COVERAGES**CERTIFICATE NUMBER:** 910923749**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 INSD 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 \$1M/\$1M/\$1M GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		6050367892	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
E	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		6050364572	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		6050364555	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	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 / A		650364569	11/1/2023	11/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability incl. Pollution Liability		107806802	5/29/2024	5/29/2025	Per Claim Aggregate \$5,000,000 \$5,000,000

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

Any person or organization, as required by written contract or agreement requiring insurance, is included as additional insured with respect to the General Liability and Automobile Liability policies. Coverage on the General Liability and Automobile policies is primary and non-contributory where required by written contract or agreement. A waiver of subrogation in favor of any person or organization, signed prior to a loss, as required by written contract or agreement requiring insurance, applies with respect to the General Liability, Automobile Liability and Employers Liability policies. Umbrella is follow form.

CERTIFICATE HOLDER**CANCELLATION**

City of Noblesville
16 S. 10th Street
Noblesville IN 46060-0000

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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