



# Board of Public Works and Safety

## Agenda Item

### Cover Sheet

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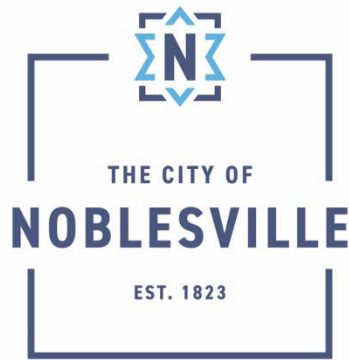
**MEETING DATE:** January 28, 2025

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

**ITEM #:** 10

**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 The Noll Landscape Group for the Forest Park Parking Lot Retaining Wall Replacement Project

**DATE:** January 28, 2025

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The Parks Department is requesting an amendment to the project scope to address concrete footing removal. During demolition of the existing wall a concrete footer attached to the existing asphalt was discovered. Removal of this footer is needed before the replacement can proceed.

The Parks Department recommends the Board of Public Works approve Amendment No. 1 to the Service Agreement with The Noll Landscape Group.

## 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: The Noll Landscape Group
  - d. Project: Service Agreement with the Noll Landscape Group for the Forest Park Parking Lot Retaining Wall Replacement
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 One Hundred One Thousand Two Hundred Ninety Eight Dollars and Forty Cents (\$101,298.40).

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

The Noll Landscape Group ("Contractor")

By: Connor Noll

Date: 1/17/25

Printed: Connor Noll

Title: VP

City of Noblesville

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

# Attachment No. 1

The Noll Landscape Group, Inc.  
10290 E 131st Street  
Fishers, IN 46038



## Estimate

### ADDRESS

Dustin Stafford  
The City of Noblesville  
701 Cicero Road  
Noblesville, IN 46060

ESTIMATE # 2264

DATE 01/16/2025

### SALES REP

CN

DESCRIPTION	QTY	RATE	AMOUNT
FOREST PARK RETAINING WALL			
** Added Scope - Concrete footing removal**			
Crown Concrete Cutting cost to cut the footing free from the asphalt	1	805.00	805.00
Labor to demo and remove the existing concrete footing	1	2,592.00	2,592.00
Debris Removal	2	125.00	250.00
			Subtotal: 3,647.00

### NOTES:

1. The Noll Landscape Group is not responsible for any damage to under ground utilities not marked by the utility locate company (i.e. irrigation, dog fence, low voltage wire, etc.) NLG will do our best not to damage unmarked utilities. In the event damage occurs, we will make the repair on a time and materials cost passed on to the homeowner unless otherwise noted.
2. The above materials prices are subject to change due to volatility in pricing from our suppliers.
3. \*\* By signing or accepting this estimate, I agree to the attached Contract (Terms & Conditions)\*\*

SUBTOTAL	3,647.00
TAX	0.00
TOTAL	<b>\$3,647.00</b>

Accepted By

Accepted Date