AMENDMENT NO. 1 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

   X Modifications to Payment to Contractor

   X 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 10th day of October, 2023.

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:

Printed: Willis R. Conner, PE, SE

Title: President

Date Signed: 09-07-2023

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

Modifications

1. The Term of the Agreement is extended. Section III. Term is modified to read as follows:

   SECTION III. TERM

   3.1 The Term of this Agreement shall begin upon execution and terminate ~~February 22, 2024~~ **January 1, 2025** ("Termination Date") and shall automatically renew for one year term unless the City gives Contractor notice not to renew the Contract by ~~February 1, 2024~~ **December 1, 2024** or unless terminated in accordance with this Agreement. The parties may also amend the term by written agreement.

2. 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 ~~Two Hundred Fifty Thousand Dollars and 00/100 ($250,000.00)~~ **Five Hundred Thousand Dollars and 00/100 ($500,000.00).**

   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 ~~$250,000~~ **$500,000** 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 $~~250,000~~ **$500,000**, unless approved in writing by the City.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/17/2023

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
Greyling Ins. Brokerage/EPIC
3780 Mansell Road, Suite 370
Alpharetta GA 30022

CONTACT NAME: Cherie Crumley
PHONE (A/C, No, Ext): 678.824.8554 FAX (A/C, No): 678.824.8554
E-MAIL ADDRESS: ACECCertificates@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company	20508
INSURER B : American Casualty Co of Reading, PA	20427
INSURER C : The Continental Insurance Company	35289
INSURER D : National Fire Insurance Co of Hartford	20478
INSURER E : Travelers Casualty & Surety Co America	31194
INSURER F :	

INSURED AMERSTR
American Structurepoint, Inc.
9025 River Road
Suite #200
Indianapolis IN 46240

COVERAGES **CERTIFICATE NUMBER:** 587700221 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Stop Gap $1M/$1M/$1M GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	6050367892	11/1/2022	11/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	6050364572	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	6050364555	11/1/2022	11/1/2023	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC 6 50364569	11/1/2022	11/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liability			107806802	5/29/2023	5/29/2024	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 one 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.

Re: Project - On-Call agreement – ASI Project Number 2021.03220.
City of Noblesville, Indiana is named as Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.

CERTIFICATE HOLDER

City of Noblesville, Indiana, a municipal corporation
16 South 10th Street, Suite 270
Noblesville IN 46060

CANCELLATION

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
Gregg Bachelor

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