



# Board of Public Works and Safety

## Agenda Item

### Cover Sheet

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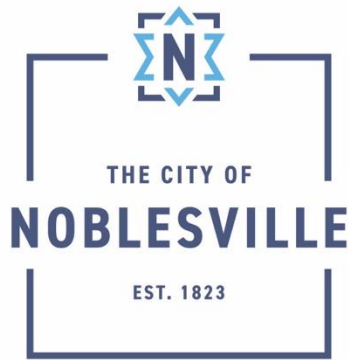
**MEETING DATE:** December 19, 2023

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

**ITEM #:** 12

**INITIATED BY:** Andrew Rodewald

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



**TO: NOBLESVILLE BOARD OF PUBLIC WORKS & SAFETY**  
**FROM: ANDREW RODEWALD, PROJECT MANAGER, ENGINEERING**  
**SUBJECT: SUPPLEMENTAL FOR ON-CALL AGREEMENT WITH CHRISTOPHER B. BURKE**  
**ENGINEERING, LLC (CBBEL)**  
**DATE: DECEMBER 19, 2023**

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The City of Noblesville entered into an on-call agreement with Christopher B. Burke Engineering, LLC on April 12, 2022. The purpose of this contract was to assist Engineering staff with technical matters due to time constraints and/or special technical knowledge. Engineering is requesting that the on-call contract be extended. The maximum amount payable under this contract shall not exceed \$75,000.00.

**I recommend the Board of Public Works approve this agreement with Christopher B. Burke Engineering, LLC for On-Call services.**

Your consideration in this matter is appreciated.

## AMENDMENT NO. 1 TO SERVICES AGREEMENT

### 1. Background Data:

- a. Effective Date of Services Agreement: December 19, 2023
- b. City: City of Noblesville, Indiana, a municipal corporation
- c. Contractor: Christopher B. Burke Engineering, LLC
- 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 \_\_\_\_\_ day of \_\_\_\_\_, 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: Jon D. Stolz, PE

\_\_\_\_\_  
Title: Managing Vice President

Date Signed:

\_\_\_\_\_  
December 11, 2023

## **Modifications**

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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 **December 31, 2025** ("Termination Date") and shall automatically renew for one year term unless the City gives Contractor notice not to renew the Contract by **December 1, 2025** 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 \$75,000.00.

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 **\$75,000.00** 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 **\$75,000.00**, unless approved in writing by the City.



<u>Personnel</u>	<u>(\$/Hr)</u>
Engineer VI.....	235
Engineer V .....	215
Engineer IV.....	190
Engineer III .....	155
Engineer I/II .....	115
Resource Planner V .....	185
Resource Planner IV.....	155
Resource Planner III .....	130
Resource Planner I/II .....	105
Engineering Technician IV .....	165
Engineering Technician III .....	145
Engineering Technician I/II .....	105
CAD II.....	130
CAD I .....	107
GIS Specialist IV .....	160
GIS Specialist III.....	155
GIS Specialist I/II .....	103
Environmental Resource Specialist V .....	175
Environmental Resource Specialist IV .....	155
Environmental Resource Specialist III.....	130
Environmental Resource Specialist I/II .....	105
Environmental Resource Technician.....	100
Administrative .....	90
Engineering Intern.....	60
Information Technician I/II.....	90

Direct Costs

Outside Copies, Messenger, Delivery Services, Mileage..... Cost + 12%

*\*Charges include overhead and profit*

*Christopher B. Burke Engineering, LLC reserves the right to increase these rates and costs by 5% if the contract is executed after December 31, 2023.*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/08/2023

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).

<b>PRODUCER</b> Donne Insurance Group, Inc 7777 W. 159th Street Suite B Tinley Park IL 60477	<b>CONTACT NAME:</b> Gail Pope <b>PHONE (A/C, No, Ext):</b> (708) 429-3100 <b>E-MAIL ADDRESS:</b> Gail.Pope@DonneInsurance.com <b>FAX (A/C, No):</b> (708) 429-3105
<b>INSURED</b> Christopher B. Burke Engineering LLC PNC Center, Suite 1368 South Tower 115 West Washington Street Indianapolis IN 46204	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Ind Co Of Con <b>INSURER B:</b> The Phoenix Ins Co <b>INSURER C:</b> Travelers Prop Cas Ins Co Amer <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 25682 25623 25674

**COVERAGES****CERTIFICATE NUMBER:** 2023-2024**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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	6805H917373	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA3R432514	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP4E474524	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	UB-9J124034-23-47-G	01/01/2023	01/01/2024 <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: City of Noblesville: Stormwater On-call - Additional Insured: City of Noblesville - General liability policy includes blanket additional insured status, primary and non-contributory coverage and waiver of subrogation, in any written agreement requiring insurance. Workers compensation policy includes waiver of subrogation. Automobile liability policy includes blanket additional insured status and waiver of subrogation, in any written contract requiring insurance. 30 day notice of cancellation. Umbrella follows form.

**CERTIFICATE HOLDER****CANCELLATION**

City of Noblesville 16 S. 10th Street Suite 155 Noblesville IN 46060	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b> <b>AUTHORIZED REPRESENTATIVE</b> <i>William A. Donne</i>
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