

AMENDMENT NO. 1 TO SERVICES AGREEMENT

1. Background Data:
 - a. Effective Date of Services Agreement: October 1, 2021
 - b. City: City of Noblesville, Indiana, a municipal corporation
 - c. Contractor: Buckland & Associates
 - d. Project: Agreement with Buckland & Associates for Insurance Appraisals on City buildings

2. Nature of Amendment

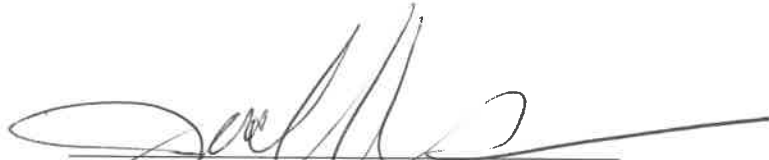
- Modifications to Interpretation and Intent, Duties of Contractor, and Compensation

3. Description of Modifications Attachment 1, "Modifications"

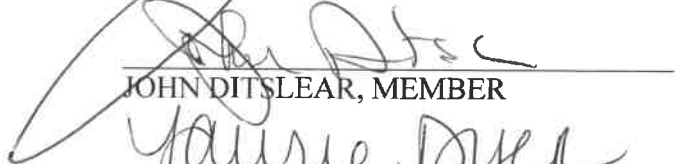
City and Contractor hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

Signature Page Follows

All of which is approved by the Board of Public Works and Safety of the City of Noblesville this
12th day of March 2024.



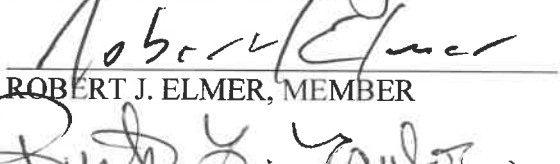
JACK MARTIN, PRESIDENT



JOHN DITSLEAR, MEMBER



LAURIE DYER, MEMBER



ROBERT J. ELMER, MEMBER



RICK L. TAYLOR, MEMBER

ATTEST:



EVELYN L. LEES, CLERK
CITY OF NOBLESVILLE, INDIANA

Attachment No. 1

Modifications

1. City agrees to these modifications to add additional buildings to Buckland & Associates scope of work and agrees to pay Buckland & Associates as outline in the Agreement, Attachment A and Attachment B. Modifications to the original Agreement are as follows:

SECTION I. INTERPRETATION AND INTENT

- 1.1 The "Agreement", as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include this Service Agreement, Attachment A and Attachment B, attached hereto, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.

SECTION II. DUTIES OF CONTRACTOR

- 2.1 Contractor shall provide services as specified in Attachment A and Attachment B, attached hereto and incorporated into this Agreement.

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 and shall be compensated with the terms as defined in Attachment A and Attachment B.

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December 28, 2023

Page 1 of 2

Mayor Chris Jensen
 c/o Mr. Jeffery Spalding, C.F.O.
 CITY OF NOBLESVILLE
 16 South 10th Street
 Noblesville, IN 46060

RE: Quotation for Insurance Appraisals on 23 Lift Stations for:
CITY OF NOBLESVILLE – WASTEWATER TREATMENT PLANT
 Various Locations, Noblesville, IN

Mayor Jensen:

As per the request of the Utility Director, Mr. Jonathan Mirgeaux, it is our pleasure to provide you with a quotation for appraising 23 remote lift stations located at various locations, City of Noblesville, IN.

PURPOSE

The purpose of these appraisals is to determine the proper insurable value of the lift stations.

SCOPE OF WORK

The appraisals will include an analysis of the building components and floor area (if applicable), wet and dry wells, housing or canopies (if applicable), pumps, on-site piping, meters, service equipment, generators, fencing, and special construction. The report format will include an "easy to read" narrative, exterior photos, and typical layout plans showing actual or general overall dimensions. Values will include replacement cost new, insurable replacement cost and the sound value based on the accrued depreciation with consideration for observed age and condition. The appraisals will exclude value for land, movable equipment, yard improvements such as landscaping, pavement, and sidewalks.

APPRAISAL FEE AND TERMS

Total fee and locations of the remote lift stations to be appraised for the City of Noblesville Wastewater Treatment are as follows:

	Appraisal Fee	Reappraisal Fee
<u>23 LIFT STATIONS</u>	\$ 22,850.00	\$ 860.00
01- #1 Wellington, 15545 Allisonville Road		
02- #2 Stoney Creek, 1810 South 10 th Street		
03- #3 Forest Hill, 557 Lakeview Drive		
04- #5 North Harbor, 406 Westchester Blvd.		
05- #6 South Harbor, Albemarle Circle		
06- #7 Loren Williams, 333 Harbourview Court		
07- #8 Oak Bay, 7708 Land End Circle		
08- #9 Hawthorn Place, 20628 Little Chicago Road (Under Construction)		
09- #10 Little Chicago, 21101 Little Chicago Road		
10- #11 Harbour Overlook, 331 Poplar Drive		
11- #12 Clarendon Drive, 10 Clarendon Drive		
12- #13 East Harbour, 20601 Hague Road		
13- #14 Westbrook Plaza, 198 South Mensa Drive		
14- #15 Carrigan Cove, 7280 Waterview Point		
15- #16 Fairfield Farms, 18923 Fairfield Blvd.		
16- #17 Carlton Heights, 21119 North Banbury		
17- #18 Crystal Lakes, 7718 Dakota Drive		

APPRAISAL FEE AND TERMS – Con't.

- 18- #20 Vestal Ditch, 6649 East 161st Street
- 19- #21 Meadows, 10704 Wood Lily Court
- 20- #22 Potters Woods, 19500 Allisonville Road
- 21- #23 Roudebush Woods, 10820 Tallisman Drive
- 22- #24 River Road, 14760 River Road
- 23- #25 Albany Ridge, 19400 Quilling Lane

Total appraisal fee for 23 lift station appraisals is **\$22,850.00**. Billing on this project will be 50% upon completion of fieldwork of each location with the remaining balance due upon receipt of the completed appraisal report. Travel expenses are included in the above fees for the duration of this appraisal assignment.

ANNUAL REAPPRAISAL

The 23 lift station appraisals will be updated on an annual basis for **\$860.00**. The annual reappraisal fee for these 23 lift stations will be added to the current base contracted reappraisal fee of \$4,540.00 for a new total annual base reappraisal fee of \$5,390.00 for all appraised buildings and building structures of the City of Noblesville, IN. There would be an additional charge of \$120.00/hr. plus travel if changes require a field inspection to include them in the update. These appraisals can be updated for ten years though 2034, at which time a proposal for a new appraisal will be submitted. If major changes occur to any building or structure during this period, it may be recommended to perform a new appraisal of the one building before 2034.

PROOF OF LOSS SERVICE

For one year from the date of the initial appraisal field inspection, Buckland & Associates will assist as your representative in preparing a Statement of Loss for any insurable loss of the property appraised. Thereafter, for nine consecutive years we will update our appraisal values and perform required fieldwork on all appraised properties to keep our "Proof Of Loss Service" in effect.

This quotation is based an on-site personal visitation of the properties. If you desire to have us complete the appraisal of your property based on the items outlined on pages one and two, please sign below and return to our office. We will coordinate with WWT prior to our field visitations to document all information required to complete the appraisal process. This quotation will be effective for 60 days from date of issue.

Submitted by:
Buckland & Associates



Daniel W. Buckland
Owner/Architect
Appraiser-In-Charge

Accepted By: _____



Title: _____

CFO & Controller

Date: _____

2/26/2024

December 28, 2023

Page 1 of 2

Mayor Chris Jensen
c/o Mr. Jeffery Spalding, C.F.O.
CITY OF NOBLESVILLE
16 South 10th Street
Noblesville, IN 46060

RE: Quotation for Insurance Appraisals on 1 Building for:
CITY OF NOBLESVILLE
Bolden Building
151 North 8th St., Noblesville, IN

Mayor Jensen:

It is our pleasure to provide you with a quotation for appraising 1 building located at the 151 N. 8th St., Noblesville, IN.

PURPOSE

The purpose of these appraisals is to determine the proper insurable value of the building.

SCOPE OF WORK

The building appraisal will include a detailed analysis of the major and minor building components, service equipment, floor area, and special construction. The report format will include an "easy to read" narrative, exterior photos, and perimeter footprint plan showing overall dimensions of the buildings. Values will include replacement cost new, insurable replacement cost and the sound value based on the accrued depreciation with consideration for observed age and condition. The building appraisal will exclude value for land, inventory, furniture & equipment, yard improvements such as landscaping, parking lot pavement, and sidewalks.

APPRAISAL FEE AND TERMS

The fee for one building appraisal located at the above referenced location is **\$1,950.00**. Billing on this project will be 50% per upon completion of fieldwork with the remaining balance due upon receipt of the completed appraisal report. Travel expenses are included in the above fees for the duration of this appraisal assignment.

ANNUAL REAPPRAISAL

The building appraisal will be updated on an annual basis for **\$75.00** that will be added to the fee already established for all the buildings of the City of Noblesville, IN. There would be an additional charge of \$120.00/hr. if changes require a field inspection to include them in the update. These appraisals can be updated for ten years though 2034, at which time a proposal for a new appraisal will be submitted. If major changes occur to the building during this period, it may be recommended to perform a new appraisal of the building before 2034.

PROOF OF LOSS SERVICE

For one year from the date of the initial appraisal field inspection, Buckland & Associates will assist as your representative in preparing a Statement of Loss for any insurable loss of the property appraised. Thereafter, for nine consecutive years we will update our appraisal values and perform required fieldwork on all appraised properties to keep our "Proof Of Loss Service" in effect.

This quotation is based on an on-site personal visitation of the property. If you desire to have us complete the appraisal of your property based on the items outlined on pages one and two, please sign below and return to our office. We will coordinate with your staff prior to our field visitation to document all information required to complete the appraisal process. This quotation will be effective for 60 days from the date of issue.

Submitted by:
Buckland & Associates



Daniel W. Buckland
Owner/Architect
Appraiser-In-Charge

Accepted By:  _____

Title: CFO & Controller _____

Date: 2/26/2024 _____

SERVICES AGREEMENT

This Services Agreement (hereinafter referred to as "Agreement"), entered into by and between the City of Noblesville, Indiana, a municipal corporation (hereinafter referred to as "City") and Buckland & Associates (hereinafter referred to as "Contractor"), and its successors and assigns, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. INTERPRETATION AND INTENT

- 1.1 The "Agreement", as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include this Services Agreement and Attachment A attached hereto, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.
- 1.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.
- 1.3 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.
- 1.4 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City's representatives having drafted all or any portion of this Agreement.
- 1.5 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

SECTION II. DUTIES OF CONTRACTOR

- 2.1 Contractor shall provide services as specified in Attachment A, attached hereto and incorporated into this Agreement.

SECTION III. TERM

- 3.1 The term of this Agreement shall begin upon execution and terminate December 31, 2031. ("Termination Date") unless terminated earlier in accordance with this Agreement.

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 and shall be compensated in accordance with the terms as defined in Attachment A.

SECTION V. GENERAL PROVISIONS

- 5.1 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the City. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate City in any way.
- 5.2 Subcontracting.
Approval required. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.
- 5.3 Necessary Documentation. N/A
- 5.4 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period copies thereof, if requested, shall be furnished at no cost to City.
- 5.5 Ownership.
- 5.5.1 "Works" means works of authorship fixed in any tangible medium of expression by Contractor or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.
- 5.5.2 All Works made or created by Contractor, either solely or jointly with City, in the course of Contractor's performance of services under this Agreement shall be deemed to be works for hire and are and shall be the exclusive property of City. At City's request, Contractor will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright

rights in and to such Works in City. Without the prior written consent of City, Contractor shall not use, copy or prepare derivative works of the Works, or any parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor's possession or control. Any loss or damage shall be restored at Contractor's expense. City shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

5.6 Insurance.

Minimum Insurance Requirements. Prior to commencing Work, the Contractor shall purchase and maintain from insurance companies lawfully authorized to do business in Indiana policies of insurance acceptable to the City, which afford the coverages set forth below. Insurance shall be written for not less than limits of liability specified or required by law, whichever coverage is greater, and shall include coverage for Contractor's indemnification obligations contained in this Agreement. Certificates of Insurance acceptable to the City shall be given to the City prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. Each policy must be endorsed to provide that the policy will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the City; provided however that such policies may be cancelled with only ten (10) days' prior notice for non-payment of premium. The required coverages and limits which Contractor is required to obtain are as follows:

A. Commercial General Liability

Limits of Liability:	\$2,000,000 General Aggregate
	\$2,000,000 Products & Completed Ops.
	\$1,000,000 Bodily Injury · Prop. Damage
	\$1,000,000 Personal · Advertising Injury
	\$1,000,000 Each Occurrence

B. Auto Liability

Limits of Liability:	\$500,000 Per Accident
Coverage Details	All owned, non-owned, & hired vehicles

C. Workers Compensation and Employer's Liability

As required by Indiana law.

D. Professional/Errors & Omissions Liability

Limits of Liability	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate

All coverage provided above shall be endorsed to include the City as an additional insured except for the Worker's Compensation Employer's Liability and Professional/Errors & Omissions policy.

5.7 Termination for Cause or Convenience.

5.7.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor's default.

5.7.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Contractor's compensation shall be equitably adjusted.

5.7.3 Upon receipt of notice of termination for default or for City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.

5.7.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 5.8.1 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

5.8 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

5.9 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its board, agents and employees of any of them ("Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees and court costs and other expenses, arising out of or resulting from any negligent acts, errors, or omissions of the Work. The Contractor's indemnification under this Section shall survive both final payment and the termination of this Agreement.

5.10 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To Contractor:
Buckland & Associates
Attn: Daniel W. Buckland, Owner/Architect
19205 Amber Way
Noblesville, IN 46060

To City:
City of Noblesville
Attn: Jeffrey L. Spalding, CFO & Controller
16 S. 10th Street
Noblesville, IN 46060

Courtesy Copy:
City Attorney
16 S. 10th Street
Noblesville, IN 46060

5.11 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.

5.12 Non-discrimination. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

5.13 Conflict of Interest.

5.13.1 Contractor certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.


- 5.13.2 For purposes of compliance with IC 36-1-21, Contractor certifies and warrants to City that Contractor, or a person who wholly or partially owns Contractor, is not a relative, as that term is defined by IC 36-1-21-3, of an elected official of Noblesville, Indiana.
- 5.14 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- 5.15 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
- 5.16 Applicable Laws; Forum.
- 5.16.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Contractor to determine whether the provisions of the Agreement require formal modification.
- 5.16.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the City of Noblesville, County of Hamilton. Suit, if any, shall be brought in the State of Indiana, County of Hamilton.
- 5.17 Waiver. City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies.
- 5.18 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

- 5.19 Attorneys' Fees. Contractor shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.
- 5.20 Successors and Assigns. City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City or the Contractor.
- 5.21 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by City.
- 5.22 Debarment and Suspension
- 5.22.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.
- 5.22.2 Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.
- 5.22.3 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.
- 5.22.4 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.

- 5.23 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.
- 5.23.1 Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 5.24, City shall require Contractor to remedy the violation not later than thirty (30) days after City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, City shall terminate the contract for breach of contract. If City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.
- 5.23.2 If Contractor employs or contracts with an unauthorized alien but City determines that terminating the contract would be detrimental to the public interest or public property, City may allow the contract to remain in effect until City procures a new contractor.
- 5.23.3 Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 5.24, Contractor may terminate its contract with the subcontractor for such violation.
- 5.23.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Contractor's enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.

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

Buckland & Associates ("Contractor")

By: 

Date: October 1, 2021

Printed: DANIEL W. BUCKLAND

Title: Owner



August 19, 2021

Page 1 of 4

Mayor Chris Jensen
CITY OF NOBLESVILLE
16 South 10th Street
Noblesville, IN 46060

RE: Quotation for Insurance Appraisals on 57 Buildings for:
CITY OF NOBLESVILLE
Various Locations, Noblesville, IN

Mayor Jensen:

It is our pleasure to provide you with a quotation for appraising 57 buildings and/or building items in open of the City of Noblesville for the purpose of insurance coverage to value.

PURPOSE

The purpose of these appraisals is to determine the proper insurable value of the following buildings.

SCOPE OF WORK

The building appraisals will include a detailed analysis of the major and minor building components, service equipment, floor area, and special construction. The report format will include an "easy to read" narrative, exterior photos, and perimeter footprint plan showing overall dimensions of the buildings. Values will include replacement cost new, insurable replacement cost and the sound value based on the accrued depreciation with consideration for observed age and condition. The building appraisals will exclude value for land, inventory, furniture & equipment, yard improvements such as landscaping, parking lot pavement, and sidewalks.

The wastewater treatment plant buildings and/or structures have special built-in equipment such as pumps, piping, and controls that are required for the operation of the plant and one lift station. For these appraisals, we will include values for this permanently installed equipment in addition to the structures that enclose them. We will also include value for active underground piping installed within the plant property, if accurate plans are made available during our on-site visitation designating the location, size, and material of the piping.

APPRAISAL FEE AND TERMS

A breakdown of the buildings to be appraised for the City of Noblesville are as follows:

	<u>Appraisal Fee</u>	<u>Reappraisal Fee</u>
APPRAISAL FEE AND TERMS		
GENERAL OPERATIONS (10 Appraisals)	\$ 19,175.00	\$ 995.00
CITY HALL, 16 S. 10th Street		
01-City Hall Building		
POLICE/FIRE STATION #1, 135 S. 9th Street		
01-Police Station/Fire Station Building		
02-Communication Tower		
FIRE STATION #2, 400 Harbour Drive		
01-Fire Station #2 -- Building		
FIRE STATION #3, 2101 Greenfield Avenue		
01-Fire Station #3 -- Building		

**APPRAISAL FEE AND TERMS
 GENERAL OPERATIONS (Con't)**

<u>Appraisal Fee</u>	<u>Reappraisal Fee</u>
Inc. Above	Inc. Above

FIRE STATION #4, 20777 Hague Road
 01-Fire Station #4 – Building

FIRE STATION #5, 10170 E. 191st Street
 01-Fire Station #5 – Building
 02-

FIRE STATION #6, 16800 Hazel Dell Road
 01-Fire Station #6 – Building

FIRE STATION #7, 15251 Oleo Road
 01-Fire Station #7 – Building

VISITOR'S CENTER, 839 Connor Street
 01-Visitor's Center and Restroom – Building

APPRAISAL FEE AND TERMS

STREET DEPARTMENT (3 Appraisals)
STREET DEPARTMENT, 1575 Pleasant Street
 01- Main Office, Building A

<u>Appraisal Fee</u>	<u>Reappraisal Fee</u>
\$ 3,300.00	\$ 220.00

STREET DEPARTMENT, 880 S. 16th Street
 01- Salt Barn

STREET DEPARTMENT, 12575 E. 166th Street
 01- Salt Barn

PARKS DEPARTMENT (9 Appraisals)

FOREST PARK, 701 Cicero Road
 01- Forest Park Inn
 02- Forest Park Lodge
 03- Forest Park Golf Club House
 04- Carousel
 05- Train Cold Storage Building

<u>Appraisal Fee</u>	<u>Reappraisal Fee</u>
\$ 14,800	\$ 800.00

FOX PRAIRIE GOLF COURSE & SOCCER FIELDS, 8465 E. 196th Street
 01- Fox Prairie Club House
 02- Maintenance & Offices

FEDERAL HILL COMMONS, 175 Logan Street
 01- Outdoor Amphitheater and wall
 02- The Green Room Building



	<u>Appraisal Fee</u>	<u>Reappraisal Fee</u>
APPRAISAL FEE AND TERMS		
WASTEWATER TREATMENT PLANT (35 Appraisals)	\$ 32,700.00	\$ 1,950.00
MAIN PLANT, 197 W. Washington Street		
01- Equalization Tanks (4)		
02- Chlorine Building		
03- Headworks with Grit Tank		
04- Grit Separator with Tanks		
05- Underground Storage Tank, with (4) Above Ground Structures		
06- Primary Clarifier with 12 Tanks		
07- Splitter Structure		
08- Blower/Electrical Building		
09- Aeration Tanks (4 sets of 3) with Above Ground Piping		
10- Final Clarifiers (4)		
11- Splitter Structure/Return Building		
12- Phosphorus/Chemical Building		
13- Stormwater Lift Station		
14- Effluent Pump Station		
15- UV Structure		
16- Processing Building		
17- Anaerobic Digester Structures (3) with underground tunnel		
18- Gravity Thickener Tanks		
19- Gas Burnout Structure		
20- South Blower Building		
21- South Sludge Processing Building		
22- Aerobic Digester Tanks (5)		
23- On-site Underground piping from accurate plans only		

LIFT STATIONS – Westfield Road Location, City of Noblesville
 01- Remote Lift Station

APPRAISAL FEE AND TERMS

Total appraisal fee for 57 building appraisals is \$69,975.00. Billing on this project will be 50% per department upon completion of fieldwork with the remaining balance due upon receipt of the completed appraisal report per department. Travel expenses are included in the above fees for the duration of this appraisal assignment.

ANNUAL REAPPRAISAL

The 57 building appraisals will be updated on an annual basis for \$3,965.00. There would be an additional charge of \$100.00/hr. plus travel if changes require a field inspection to include them in the update. These appraisals can be updated for ten years through 2031, at which time a proposal for a new appraisal will be submitted. If major changes occur to any building or structure during this period, it may be recommended to perform a new appraisal of that building before 2031.



PROOF OF LOSS SERVICE

For one year from the date of the initial appraisal field inspection, Buckland & Associates will assist as your representative in preparing a Statement of Loss for any insurable loss of the property appraised. Thereafter, for nine consecutive years we will update our appraisal values and perform required fieldwork on all appraised properties to keep our "Proof Of Loss Service" in effect.

This quotation is based on current insurance documentation along with our personal visitation of the properties. Any missing properties or duplication will be corrected upon discovery during the fieldwork stage of this assignment. This quotation is valid for 120 days from date of issue.

Submitted by:
Buckland & Associates



Daniel W. Buckland
Owner/Architect
Appraiser-In-Charge

Accepted By:


John A. Spalding

Title: CFO & Controller

Date: 8/23, 2021



All of which is approved by the Board of Public Works and Safety of the City of Noblesville this
9th day of November 2021.


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



FINANCE & ACCOUNTING

Funding Verification/Encumbrance Request Form

Date to be submitted to BoW/Park Board: N/A (put N/A if not submitting to BoW/Park Board)

Vendor name: Buckland & Associates LLC

Vendor Address: 4510 19205 Amber Way, Noblesville, IN 46060-8349

Brief description of purchase: Insurance Appraisals - Bolden Bldg & 23 WW Utility Structures

Source of Funding:

- Current Year Operational Budget
- Subsequent Year Operational Budget¹
- Funding not yet finalized (attach explanation)²
- Loan or debt proceeds
- Non-Appropriated Fund³

Fund #		410
Department #		000
Project # (NA if no project #)		NA
	Expense Object #	Amount
#1	319.100	\$ 24,800.00
#2		
#3		

- 1) This option may only be selected AFTER the adoption of the subsequent year budget. OFA will create a PO after the start of the next year. If contract details change in between form submission and the start of the year, contact OFA Staff.
- 2) This option may only be selected in unusual circumstances. An additional FVF will need to be submitted to OFA once funding source has been determined. OFA will not create a PO until this follow-up form has been submitted.
- 3) These funds are not appropriated through the annual budget process. They include but are not limited to grant funds and impact fee funds.

Are you requesting that a Purchase Order (PO) be created for this expenditure?

- Yes Select for all purchases/contracts that will not be paid immediately
- No Select ONLY if department plans to initiate payment immediately

The Department certifies that sufficient appropriation authority exists in the stated fund and expense series to obligate the expense for future payment.

Department Director

Jeffrey L Spalding Digitally signed by Jeffrey L Spalding
Date: 2024.02.26 16:50:24 -0500

Jeffrey L. Spalding

2/26/24

(Signature)

(Printed Name)

(Date)

Please email completed form to OFABudget@noblesville.in.us

FOR OFFICE OF FINANCE AND ACCOUNTING USE ONLY

OFA Action Taken

- Purchase Order Created PO # (if applicable): 24030
- Reviewed Availability of funds (Contract/Purchase of over \$50k or paid with debt proceeds only)
- OFA Signature [Signature]
- No Action Taken (Department should still include this form in purchase/contract approval submission)

Comments: _____

Initials: HT

Date: 2/26/24

**PURCHASE ORDER
CITY OF NOBLESVILLE
16 SOUTH 10TH STREET STE 270**

**INDIANA RETAIL TAX EXEMPT
CERTIFICATE NO. 0031216070010**

**FEDERAL EXCISE TAX EXEMPT
356001141**

**NOBLESVILLE IN 46060
PHONE: 317-776-6328
FAX: 317-776-6369**

PURCHASE ORDER NO. 240130

**THIS NUMBER MUST APPEAR ON INVOICES, A/P
VOUCHER, DELIVERY MEMO, PACKING SLIPS,
SHIPPING LABELS AND ANY CORRESPONDENCE.**

SHIP TO:

TO

**VENDOR # 4510
BUCKLAND & ASSOCIATES
19205 AMBER WAY
NOBLESVILLE IN 46060-8349**

ATTN:

DATE 02/27/2024	DEPARTMENT NON		SHIP TO ARRIVE BY			
APPROPRIATION NUMBER	QUANTITY	UNIT	DESCRIPTION	PROJECT #	UNIT PRICE	AMOUNT
410000319.100	1.0		INSURANCE APPRAISALS-BOLDEN BLDG & ADDL DESC:23 WW UTILITY STRUCTURES		24800.00	24800.00


SHIP VIA	TOTAL 24800.00
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SHIPPING INSTRUCTIONS

- * SHIP PREPAID
- * C.O.D. SHIPMENTS CANNOT BE ACCEPTED
- * PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS.
- * THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENTAL THERETO.

PAYMENT

- * A/P VOUCHER CANNOT BE APPROVED FOR PAYMENT UNLESS THE P.O. NUMBER IS MADE A PART OF THE VOUCHER AND EVERY INVOICE AND VOUCHER HAS THE PROPER SWORN AFFIDAVIT ATTACHED.
- * I HEREBY CERTIFY THAT THERE IS AN UNOBLIGATED BALANCE IN THIS APPROPRIATION SUFFICIENT TO PAY FOR THE ABOVE ORDER.

ORDERED BY 
TITLE _____ CONTROLLER _____

ORIGINAL - VENDOR'S COPY