



Board of Public Works and Safety

Agenda Item

Cover Sheet

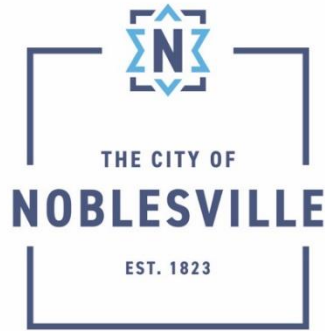
MEETING DATE: August 13, 2024

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

ITEM #: 9

INITIATED BY: Deon Ochoa

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



TO: BOARD OF PUBLIC WORKS AND SAFETY
FROM: DEON OCHOA, CONSTRUCTION MANAGER, ENGINEERING
SUBJECT: SUPPLEMENTAL AGREEMENT #2 WITH TRI-STATE FORESTRY (EN-375-01)
DATE: AUGUST 13, 2024

The City of Noblesville accepted an on-call agreement with Tri-State Forestry on August 29, 2023 and then approved a supplemental on March 26, 2024 to assist the Street Department with tree services related to the City's Road Rehabilitation Program. This agreement has been used to assist several Capital and Maintenance projects throughout the City. The City has received a Community Crossings Grant that allows for over \$1M in additional road rehabilitation. As a result, we are requesting this supplemental to assist in tree services.

I recommend the Board of Public Works and Safety approve the Supplemental agreement with Tri- State Forestry.

In advance, I greatly appreciate your consideration of this request.

AMENDMENT NO. 2 TO SERVICES AGREEMENT

1. Background Data:

- a. Effective Date of Services Agreement: August 13, 2024
- b. City: City of Noblesville, Indiana, a municipal corporation
- c. Contractor: Tri-State Forestry
- 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 _____, 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:

Brandon McKinney

Printed:

Brandon McKinney

Title:

Estimator

Date Signed:

8/6/2024

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 **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 31, 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 **Two Hundred thousand dollars and zero cents (\$200,000.00)**

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 **\$200,000.00** 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 **\$200,000.00**, unless approved in writing by the City.