Board of Public Works and Safety

Agenda Item

Cover Sheet

MEETING DATE: March 26, 2024

☐ Consent Agenda Item

☒ New Item for Discussion

☐ Previously Discussed Item

☐ Miscellaneous

ITEM #: 9

INITIATED BY: René Gulley

☒ Information Attached

☐ Bring Paperwork from Previous Meeting

☐ Verbal

☐ No Paperwork at Time of Packets

THE CITY OF
NOBLESVILLE
EST. 1823

TO: Noblesville Board of Public Works and Safety

FROM: René Gulley, Operations Manager Street Department

SUBJECT: Board to consider parking reservations for Skender Construction

DATE: March 26, 2024

Skender Construction is requesting to use ten (10) parking spaces on the east side of N 8th Street from April 15th through July 15th to replace windows for the Old Courthouse. The parking spaces will be reserved Monday through Friday during business hours. They will use these spaces for deliveries and construction crew parking, allowing access to their tools throughout the workday.

The committee recommends the Board of Public Works approve this parking reservation.

Fee: _____

ENCR-0184-2024 Paid: _____

Tiana Chamberlin

From: Sent on Behalf of Street Department <no-reply@egovnotices.com>
Sent: Tuesday, February 27, 2024 3:36 PM
To: Street Department
Subject: Encroachment Permit Submitted - Receipt #2024-EWA69L

RECEIVED
FEB 28 2024
BY: TC

A citizen submitted the following information for one or more item(s) for which you are on the notification list. The information sent to the citizen is as follows.

Confirmation

Thank you for submitting an online Encroachment Permit. You will be contacted by the Noblesville Street Department after a review of this application.

**This is required as part of the permit application.* Please email nsd@noblesville.in.us with a map detailing the location (site map) and construction plans.*

TERMS AND CONDITIONS FOR ENCROACHMENT PERMIT

Confirmation: I agree to the terms and conditions listed above.

ENCROACHMENT PERMIT APPLICATION

Application Date: 02/27/2024
Work Address: 33 N 9th Street
Subdivision (if applicable): N/A

NAME OF PERMITTEE / CONTRACTOR

Name of Permittee / Contractor: Skender Construction
Contact Name: Mitch Imler
Address: 3850 Priority Way South Dr., Indianapolis, IN 46240
Phone Number: 317-417-2712
Email: mimler@skender.com

NAME OF SUB-CONTRACTOR (IF APPLICABLE)

Sub-Contractor Name: Hometown Window and Roofing
Contact Name: Andy Brown
Address: 1710 S 10th St, Noblesville, IN 46060
Phone: 317-773-2100
Email: andy@hometownwdc.com

Construction Details

Location (Check all that apply): Street
Type: Other
Construction: Existing Construction
Type of Construction: Other
If other, please specify: Replacing windows on the Histirc Courthouse
Describe Proposed Work: Replacing all of the windows on the historic courthouse. We will need 10 parking spaces for trailers/deliveries and trucks on the west side of the Historic COurthouse.

SIZE OF STREET OR RIGHT-OF-WAY CUT

Traffic Lanes - Length: No Lanes will be occupied.
Traffic Lanes - Width: No Lanes will be occupied.
Traffic Lanes - Depth within Lanes: No cutting will take place
Sidewalk - Length: We will not occupy the sidewalk
Sidewalk - Width: We will not occupy the sidewalk
Sidewalk - Depth within Sidewalk: We will not occupy the sidewalk
Type of Surface: Asphalt

TRAFFIC PORTION AFFECTED BY PERMIT

Width: 10 Parking spaces on the West Side of the Historic courthouse.
Length: 10 Parking spaces on the West Side of the Historic courthouse.
Number of Lanes: 10 Parking spaces on the West Side of the Historic courthouse.
Number of Lanes Closed: 10 Parking spaces on the West Side of the Historic courthouse.
Number of Hours Closed: All Day
Vehicles/Equipment Left on Site Unattended?: No
Unattended for how many weekdays and how many weekends?: 12 weeks ~~and 12 weekends~~
work days only
Estimated Start Date: 04/15/2024
Estimated Completion Date: 07/15/2024

To stay up to date you can view the status of this item here.

Noblesville, IN

Skender Construction - 33 N 9th St

2/28/2024, 11:02:49 AM

1:600

0 0.005 0.01 0.02 mi

0 0.0075 0.015 0.03 km

centerlines

Parcels

Sam Zinski |

"Exhibit D" Insurance Requirements for 24-02-01 – Hamilton County Window Upgrades

During the life of the Agreement, the Subcontractor shall purchase and maintain the following insurance with companies properly licensed to do business in the State of Indiana and with a financial rating of A.M. Best of A-/VII or better, acceptable to the Owner and Architect, covering all operations under this Agreement, whether performed by the Subcontractor or its subcontractors of any tier. The Subcontractor will obtain and submit to **SKENDER**, before any work is performed under this contract, Certificates of Insurance from the Subcontractor's insurance carriers, evidencing the following coverage. In addition to certificates, Skender, the Owner and Architect may require originals of all insurance policies, declaration pages, forms and endorsements, should they deem necessary.

Subcontractor shall not commence Work under this Agreement until he has obtained all of the insurance required under the Contract Documents.

CERTIFICATE HOLDER(S)

Each Certificate Holder listed below requires a separate certificate under this contract; coverage requirements are identical for each. All certificates should be provided to myCOI, by your insurance agent, using the myCOI Agent Portal.

Skender Construction LLC
1330 W. Fulton St.
Suite 200
Chicago, IL. 60607

Hamilton County
33 N. 9th Street
Noblesville, IN 46060

City of Noblesville
1575 Pleasant Street
Noblesville, IN 46060

ADDITIONAL INSURED(S)

Submittal of the Subcontractor's evidence of insurance shall name the following parties, their agents, employees and representatives as ***Additional Insureds on a Primary and Non-Contributory basis*** on all policies, except Workers' Compensation and Professional Liability, for any liability arising directly or indirectly from the operations of the subcontractor, and shall be held harmless, as set out in the Contract Documents, to the fullest extent permitted by law. Additional Insured status should be provided under ISO form CG 2010 (10/01) and the CG 2037 (10/01) or equivalent forms.

1. Skender Construction LLC
2. Skender Construction of Indiana LLC
3. Skender Group LLC
4. Hamilton County
5. DLZ
6. City of Noblesville

WAIVER OF SUBROGATION

The Subcontractor agrees that ***each insurer*** providing insurance as required by this Contract shall **Waive its Rights of Subrogation** against all Additional Insureds listed above.

COVERAGE & LIMITS

(A) Workers' Compensation and Employers' Liability: Workers' Compensation and Occupational Disease Insurance in statutory amounts, covering all employees who are to provide a service under this Agreement and Employers' Liability coverage with limits of:

- Bodily Injury by Accident: $1,000,000 each accident
- Bodily Injury by Disease: $1,000,000 policy limit
- Bodily Injury by Disease: $1,000,000 each employee

Coverage extensions shall include other endorsements that may be required by applicable jurisdictions. Contractors having offices or places of hire outside the State of Illinois shall attach or otherwise show an "All State" endorsement. If the worker's compensation policy excludes specific individuals, those individuals are not allowed on the job site unless they have special permission. Permission may only be granted by Skender Construction's Risk Management Department, the Project Manager or the project Superintendent.

(B) Commercial General Liability: Commercial Liability insurance in the broadest form available or equivalent with limits of not less than:

"Exhibit D" Insurance Requirements for
24-02-01 – Hamilton County Window Upgrades

- General Aggregate: $2,000,000 per project*
- Products-Completed Operations Aggregate: $2,000,000
- Personal and Advertising Injury: $1,000,000
- Each Occurrence: $1,000,000

General Liability Coverage shall be written on an occurrence basis and include all Premises and Operations, Products and Completed Operations, Sudden and Accidental Pollution**, Explosion, Collapse, Underground, Independent Contractors, Separation of Insureds, Defense and Contractual Liability. **Subcontractor shall maintain completed operations coverage on all subsequent policy renewals through all applicable statute of limitation periods following completion of the Work, and inclusion of additional insureds shall extend to such completed operations coverage.** Such coverage shall not contain any exclusion reasonably unacceptable to Skender Construction's Risk Management Department.

*Should the Subcontractor be unable to provide a "per project aggregate", an Owners' Contractors' Protective Liability policy (OCP), in the name of the additional insureds, with equal limits of liability as described herein, shall be provided. OCP coverage shall include explosion, collapse, underground property damage, independent contractors, broad form property damage, punitive damage and blanket contractual liability, containing no limitation endorsement applying to liability assumed in the Contract Documents including indemnification of all additional insureds, are to be included. Skender's acceptance of an OCP ***does not eliminate*** the Subcontractor's requirement to maintain the above General Liability policy, nor does it eliminate the Subcontractor's requirement to provide Primary and Non-Contributory Additional Insured status for the Products and Completed Operations hazard, to all Additional Insureds required by this contract, under such General Liability policy.

****Should the Subcontractor be unable to provide sudden and accidental pollution through primary General Liability Insurance, a separate Pollution Legal Liability Policy shall be provided in the amount of $1,000,000 per Occurrence and in the Aggregate.**

(C) Automobile Liability: When any motor vehicles, including owned, non-owned, and hired are used in connection with work to be performed under this Agreement, the Subcontractor shall provide Automobile Liability Insurance for bodily injury and property damage, with a combined single limit per occurrence, of not less than $1,000,000.

(D) Umbrella/Excess Liability: Commercial Umbrella or Excess Liability Insurance Policy with limits no less than $5,000,000 per Occurrence and Aggregate. Commercial Umbrella or Excess Liability Insurance Policy shall at least follow-form of the underlying policies. Underlying policies shall include, but are not limited to General Liability, Employers' Liability and Automobile Liability.

(E) Professional Liability: Professional Liability Insurance covering liability for errors and omissions in the project design that may arise, in whole or in part, as a result of acts or omissions, negligent or otherwise, of the Subcontractor's Architect or Engineer, its employees, agents or representatives and/or the acts or omissions, negligent or otherwise, of its sub-consultants, their employees, agents or representatives with limits of no less than $1,000,000 per Occurrence and in the Aggregate, unless job specifications require a greater amount. Professional Liability shall include contractual liability coverage with all coverage retroactive to the earlier of the date of this Contract or the commencement of the Architect's or Engineer's services in relation to the project. Said insurance shall be maintained for a period of two (2) years after the time of completion. During the term of the Contract and continuation thereof after the completion of the Work, said insurance shall be maintained with the same insurance carrier or if there is a change in an insurance carrier no limitation of prior acts shall apply. A certificate of insurance evidencing professional liability coverage identifying the limit and the deductible shall be provided. Failure of the Owner to require such Certificate of Insurance shall not relieve the Architect or the Engineer or any sub-consultants from the responsibility to provide Professional Liability Insurance or **to file Certificates** of Insurance on behalf of any sub-consultants.

(F) All Risk Property Damage: All Risk Property Insurance for the Project in the amount of full replacement value of the property including improvements and betterment shall be carried to protect against loss of, damage to or destruction of the Project. The insurance shall include all risks as defined by the policy; extra expense and business interruption covering the loss of revenue attributable to the Project and extra expense or damage to any part of the Project. **This insurance shall be provided by Project Owner or Skender Construction.**

(G) All Risk Property/Contractor's Equipment: The Subcontractor shall be responsible for all loss or damage to personal property (including but not limited to material, equipment, tools and supplies) owned or rented by the Subcontractor.

(H) Valuable Papers: Valuable Papers (to include media) coverage is required for full replacement value, including "as-built" drawings. Such coverage shall be extended to include the cost to reproduce, replace, or restore such drawings and papers.

(I) Hazardous Wastes: If any Hazardous Wastes are transported pursuant to this Agreement, the Subcontractor or any applicable subcontractor shall comply with any additional insurance requirements that are stipulated by Title 49 of the Code of Federal Regulations and the Interstate Commerce Commission regulations for the transportation of such substances.

(J) Additional/Other Coverage: The insurance coverage as required are not intended to preclude the Subcontractor from obtaining, at its own expense, other coverage and higher limits where required by law or as required by the Subcontractor's operations.

"Exhibit D" Insurance Requirements for
24-02-01 – Hamilton County Window Upgrades

REQUIREMENTS FOR SUBCONTRACTORS OF EVERY TIER, VENDORS, SUPPLIERS, MATERIAL DEALERS & OTHERS

1. The Subcontractor shall require all its subcontractors of every tier to carry applicable types of insurance required by this Section in amounts and with limits reasonably acceptable to Skender Construction of Indiana LLC.
2. The Subcontractor and its subcontractors of every tier shall require their respective vendors, suppliers, material dealers, and others who merely transport, pick up, deliver, or carry materials, personnel, parts or equipment, or any other items or persons to or from the Work to maintain Workers' Compensation, General Liability, Automobile Liability, and Umbrella Liability insurance coverage.

POLICY MAINTENANCE

1. Each insurance policy required shall be carried until the respective obligations required to be performed under the terms of this Agreement, that are the subject of the coverage under the respective policy, have been completed in accordance with the terms of this Agreement.
2. Failure to carry or keep such insurance in force shall constitute an event of default under this Agreement and the Contractor maintains the right to stop performance by Subcontractor under this Agreement until proper evidence of insurance is provided.
3. Thirty (30) days prior written notice shall be given in the event that coverage is substantially changed, canceled, or non-renewed.
4. As it relates to the project outlined in this contract, the Subcontractor shall, within three (3) business days of discovery, notify the Contractor of any claims made against the Subcontractor under its insurance policies, as well as any costs, judgments, awards and/or settlements pending or paid on behalf of the Subcontractor under its insurance policies, whether the costs so associated will be borne by the Subcontractor or its insurance carriers.
5. Contractor may modify, delete, alter or change the insurance requirements contained in the Contract if such modification, deletion, alteration, or change is required by Federal or State law on not less than sixty (60) days prior notice to Subcontractor, provided that such insurance is commercially available to the Subcontractor.
6. Should Subcontractor carry insurance limits higher than the limits required by this Exhibit D, the additional insured shall have the benefit of coverage to the full extent of the policy and coverage shall not be limited by the requirements stated herein.

CERTIFICATES OF INSURANCE

1. The Subcontractor shall not commence work or allow any tier of subcontractor to commence work on any subcontract until Certificates of Insurance have been obtained from all tiers of subcontractors. Such Certificates of Insurance shall be filed with myCOI and shall be subject to the Contractor's and Owner's approval.
2. Renewal certificates of insurance or such similar evidence shall be provided to myCOI if the coverage has an expiration or renewal date occurring during the term of this Agreement. Such renewal certificates are to be delivered prior to the expiration of the existing coverage.
3. Certificates of insurance are to be provided annually as evidence of completed operations coverage for one (1) year after substantial completion of the Work, however completed operations coverage shall be maintained through all applicable statute of limitation periods and shall include coverage for the additional insureds listed above.
4. Failure of the Contractor to require such Certificates of Insurance shall not relieve the Subcontractor from the responsibility to provide the specified insurance coverage or to file Certificates of Insurance on behalf of any tier of subcontractor.
5. Authorization is hereby granted to the Contractor to withhold issuance of Notice to Proceed, deny access to the site and/or Work, and to withhold payments until properly executed certificates of insurance providing insurance as required herein are received by myCOI.
6. Should the owner's, architect's or engineer's specifications require greater limits or coverage than those specified in this Exhibit "D", those will supersede Skender Construction's requirements.

The obligation of the subcontractor and its subcontractors to procure and maintain any insurance required by these insurance requirements is a separate responsibility of the subcontractor and its subcontractors and independent of the duty to furnish a certificate of insurance of any such insurance policies. The contractor has the right to obtain and subcontractor must provide and cause its subcontractors to provide, on request, certified copies of all insurance policies maintained or required to be maintained by subcontractor and its subcontractors and all relevant correspondence or records relating to the insurance. Failure of Skender Construction of Indiana LLC or their insurance representatives to receive certificates of insurance or copies of policies required, to demand receipt of such certificates of insurance or copies of policies required, or to determine whether the terms of each insurance policy comply with the requirements as set forth in this Contract Document, must not be construed as a waiver of subcontractors or third tier subcontractors obligations to obtain insurance pursuant to these insurance requirements.