



Board of Public Works and Safety

Agenda Item

Cover Sheet

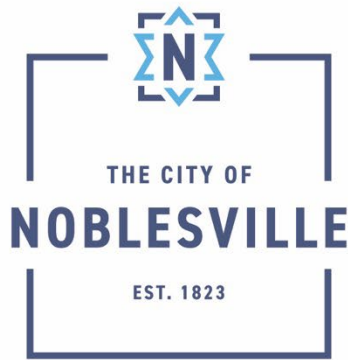
MEETING DATE: September 24, 2024

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

ITEM #: 10

INITIATED BY: Sarah Davis

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



TO: NOBLESVILLE BOARD OF PUBLIC WORKS AND SAFETY

FROM: SARAH DAVIS, ECONOMIC DEVELOPMENT COORDINATOR

SUBJECT: CHA SERVICE AGREEMENT

DATE: SEPTEMBER 17, 2024

The Economic Development Department is partnering with CHA for the application development of the EPA Brownfield Community-wide Assessment Grant. The partnership will assist in securing the maximum amount of funding available to conduct environmental site assessment and planning activities relative to priority Brownfield sites in the City of Noblesville. The attached scope of work will include CHA grant writers working with City staff to obtain documents and information, coordinate stakeholder meetings and the assembly of the final grant application package for the City's submittal to EPA.

Attachments:

1. 2024 Professional Service Agreement
2. CHA 2024 Scope of Work
3. Certificate of Insurance
4. Funding Verification Form
5. Purchase Order



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 CHA Consulting, Inc., a New York corporation (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 the **Exhibit 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 **Exhibit A**, attached hereto and incorporated into this Agreement.

SECTION III. TERM

- 3.1 The term of this Agreement shall begin upon execution and terminate September 11, 2025, 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 as defined in **Exhibit A**. Compensation shall not exceed \$6,000.00.

- 4.2 Funding for a multi-year agreement is not guaranteed. All of the City's obligations under this Agreement shall be subject to annual appropriation and shall not constitute a general obligation or indebtedness of the City.

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. 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. The Works are for the City's use only, for the purposes disclosed to Contractor, and the City shall not use them or permit them to be used for an extension of services or any other project or purpose for which they were not prepared, without Contractor's express written consent. In the event of any such unauthorized use, the City shall hold Contractor harmless. 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 Combined Single Limit
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 Per Claim
	\$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 when such payments become due, or if it otherwise violates or fails to perform any material 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 to compensate Contractor for all Work and services performed and expenses incurred up to the date of termination.
- 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 5.7.2 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 third-party claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees and court costs and other expenses, to the extent caused by the negligent acts, errors, or omissions of the Contractor in the performance 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:
CHA Consulting, Inc.
Attn: Legal Department
3 Winners Circle
Albany, NY 12205

To City:
City of Noblesville
Attn: Andrew Murray
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. To the extent permitted by law, 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 5.23, 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 5.23, 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

Contractors 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.

5.24 Jobsite Responsibilities. Neither the professional activities of Contractor nor the presence of Contractor or its employees and/or subcontractors at the construction site, shall relieve any construction contractors of their obligations, duties and responsibilities, including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work or construction in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. Contractor and its personnel have no authority to exercise any control over any construction contractor or entity or their employees in connection with their work or any health or safety precautions.

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

CHA Consulting, Inc. ("Contractor")

By: 

Date: September 12, 2024

Printed: Gregory S. Corso

Title: Power & Manufacturing Sector President

City of Noblesville

By: 

Date: 9/11/24

Printed: Andrew Murray

Title: Economic Development Director

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): CHA Consulting, Inc.

By (Written Signature): 

(Printed Name): Gregory S. Corso

(Title): Power & Manufacturing Sector President


Important - Notary Signature and Seal Required in the Space Below

STATE OF New York

SS:

COUNTY OF Albany

Subscribed and sworn to before me this 12th day of September,
20 24.

My commission expires: Nov. 8, 2025 (Signed) 

Residing in Albany County, State of New York

JANINE R. FERRIS
Notary Public, State of New York
No. 01FE6032823
Qualified in Albany County
Commission Expires No. 8, 2025



Wednesday, September 11, 2024

Andrew Murray, Economic Development Director
City of Noblesville
16 South 10th Street
A206 – City Hall Second Floor
Noblesville, Indiana 46060
amurray@noblesville.in.gov

Proposal: EPA Brownfield Community-wide Assessment Grant Application Development – City of Noblesville, Indiana | CHA Proposal#: X89009

Dear Mr. Murray:

CHA Consulting, Inc. (CHA) is pleased to provide this proposal to assist the City of Noblesville, Indiana with the development of a Fiscal Year (FY) 2025 United States Environmental Protection Agency (EPA) Brownfield Community-wide Assessment (CWA) grant application. The overarching objective of this project will be to secure the maximum amount of funding available to conduct environmental site assessment and planning activities relative to priority Brownfield sites in the City of Noblesville. This initial project will set the stage for subsequent opportunities to secure funding to complete a wide range of restoration, remediation, and redevelopment projects within the City.

This proposal highlights a proposed scope of services, approach, assumptions, anticipated schedule, costs, as well as terms and conditions to prepare a successful grant application. More specifically, our scope of work, schedule, and proposed project budget are presented in Exhibits A, B, and C respectively. All work will be completed on a lump sum basis in accordance with our attached Terms and Conditions.

Thank you for considering CHA for your environmental and engineering needs. Should you have any questions, please do not hesitate to contact the undersigned at (812) 345-3286. If the terms of this proposal are acceptable, please sign the terms and conditions on **page 9** in the space provided and return this proposal/agreement to the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read 'JHignite', written over a light blue horizontal line.

Jason Hignite
Senior Project Manager
jhignite@chasolutions.com

A handwritten signature in blue ink, appearing to read 'Keith Ziobron', written over a light blue horizontal line.

Keith J. Ziobron, PE
Associate Vice President
Brownfield Program Discipline Lead
kziobron@chasolutions.com

Attachments

Exhibit A – Scope of Work
Exhibit B – Schedule
Exhibit C – Project Budget
Terms and Conditions

Exhibit A

SCOPE OF WORK

We understand that the City of Noblesville is interested in applying for an EPA Community-wide Assessment (CWA) Grant as part of the upcoming FY2025 annual grant competition. With increases in funding for FY2025 and beyond via the Bipartisan Infrastructure Law (BIL), CHA will work with the City of Noblesville to develop a compelling application for the upcoming grant cycle. The value of the grant will depend on the threshold set by EPA and will be determined when the FY2025 guidelines are released, which is expected in August or September of this year.

Due to the potential complexities associated with priority brownfields (types, size, location, history, multiple stakeholders, etc.), we anticipate it will take significant effort over the next few months to obtain and process the information necessary to prepare a compelling grant application. Therefore, we recommend starting the process as soon as possible and establishing a series of meetings to initiate the data gathering, research, and stakeholder engagement activities.

CHA will assist with all facets of preparing your grant applications, including:

- Working closely with City staff and others (as needed) to obtain and process relevant background documents and conduct the research necessary to prepare all sections of the grant application.
- Assisting with stakeholder engagement activities including:
 - Solicitation of the required letter of acknowledgment from the Indiana Department of Environmental Management (IDEM).
 - Coordinating and attending stakeholder meetings as part of the grant application process to solicit input on the application.
- Meetings with the City and/or its partners as needed throughout the grant application process.
- Preparing a draft grant application for the City's review at least two weeks prior to the submittal deadline.
- Addressing City comments on the draft narrative and providing a final grant narrative at least one week prior to the submittal deadline.
- Assembling the final grant application package for the City's submittal to EPA via www.grants.gov.
- Other activities identified by CHA and the City that will increase the likelihood of a successful application.

This initial project is an opportunity for the City and its partners to leverage CHA's expertise to secure the maximum amount of EPA Brownfield CWA Grant funding during the FY2025 grant competition.

CHA will coordinate the preparation of the City's grant application. Our grant writers and support staff collaborate across EPA regions, sharing information and insights throughout the U.S. Senior staff provide

expert level reviews and help ensure that grant applications align with evolving EPA standards. Further, we will ensure that each section of the application meets EPA requirements, helping you craft a complete and compelling application. We will link anticipated project benefits to existing community initiatives and planning processes, quantifying these results wherever possible, and relating projected outcomes to the economic, environmental impact, environmental justice, and other issues discussed throughout the application.

We will tell the unique story of your people, land, and the tremendous opportunities the defined target area and priority brownfield sites represent for the City and its partners. This project is an opportunity for the City to initiate strategies to position the City for supplemental funding opportunities over the next several years.

Assumptions

Although CHA will take the lead on most of the grant application activities, the nature of the project requires a strong partnership between the City and CHA in working together to deliver a winning application. Therefore, we request the following support from city staff:

- Attend kick-off meeting and regular calls, as necessary, to assist in identifying background documents and developing content for the grant narrative
- Participate in stakeholder engagement activities as part of the grant application process
- Provide timely responses to questions, reviews, and requested feedback throughout the grant application process
- It is assumed that the City of Noblesville maintains active status with both sam.gov and grants.gov.
- City will Submit the final application package via www.Grants.gov

We find the best results come when the grantee is fully engaged in the grant application process.

Exhibit B

SCHEDULE

We have a team of staff prepared to begin working on your application within 10 working days upon receiving a notice to proceed. The table below identifies a schedule for the grant preparation process. At a time convenient for the City and CHA, we will schedule a kick-off call in order to streamline the City’s involvement. We will collaborate to adjust this schedule to be responsive to the City’s needs and staff schedules.

Tasks	Start Date and Anticipated Completion Date
Task 1. Grant application kick-off call and ongoing check-in calls.	We will work with the City to schedule a kick-off call within two weeks of receiving a notice to proceed. To streamline the kick-off process and reduce future requests for information, we will provide a list of questions and data requests for the City. We will also schedule check-in calls with the City through early November. We will complete as much of the grant application as possible leading up to the release of the FY2025 EPA guidelines (anticipated to occur in September 2024).
Task 2. Review EPA grant funding guidelines, announcements, FAQs, and changes as they are released.	Immediately upon release of the FY2025 EPA guidelines, we will review them to identify any changes from previous guidelines and develop strategies for addressing them.
Task 3. Write grant application and submit drafts.	We will start preparing the grant application immediately following the kick-off meeting. Our team will work on it continuously until providing a substantially complete draft to the City at least two weeks prior to the submittal deadline.
Task 4. Revise grant application per comments from the client.	Immediately following receipt of comments from the City we will begin addressing them. A final version of the applications will be provided one week prior to submission.
Task 5. Submission of Grant Application to the client	We will provide the narrative application package to the City for submittal via the Grants.gov website. The EPA submittal deadline for FY2025 is anticipated to be in November 2024.

Exhibit C

FEE

CHA will perform the Scope of Work for a lump sum fee of \$6,000.00. Invoices will be issued on a monthly percent complete basis.

CHA SHORT FORM AGREEMENT

THIS AGREEMENT is made this 20th day of August, 2024 by and between CHA Consulting, Inc. (hereinafter “CHA”) and The City of Noblesville, Indiana (hereinafter “Client”). Client and CHA, for the consideration hereinafter set forth, hereby agree as follows:

1. Services of CHA

CHA agrees to provide the professional services described in Exhibit A (hereinafter the “Services”) attached and incorporated by reference.

2. Schedule of Services

CHA shall use its best efforts to complete the Services in a timely fashion to meet Client’s requirements. If the parties have agreed to a specific project schedule and specific milestone dates, such information will be set forth in Exhibit B attached hereto.

3. Responsibilities of Client

Client shall furnish or make available to CHA any and all of its records, maps, or other data which are pertinent to CHA’s work. Client shall authorize and assist CHA in obtaining any such pertinent information from other public and private sources. CHA shall be entitled to use and rely upon, without reverification, the accuracy, reliability and completeness of said records, maps and all other data provided by Client or its employees, agents, officers, or consultants in conjunction with CHA’s performance of the Services.

4. Compensation

As compensation for the performance of the Services, Client shall pay CHA its fees and expenses in accordance with Exhibit C. Payments are due at the address appearing on the invoice within 30 days following the invoice date. Invoices not paid within 30 days will accrue interest from the 31st day at the rate of 1% per month (12% per annum).

In the event that Client disputes any portion of an invoice submitted by CHA, Client shall notify CHA within fourteen (14) days of the invoice date, identify the cause of the disagreement, and timely pay any amounts not in dispute. The parties agree to use their best efforts to resolve the dispute within thirty (30) days of Client’s notice to CHA. Client’s failure to dispute an invoice within fourteen (14) days of the invoice date shall be deemed a waiver of all claims pertaining to that invoice.

5. Termination

This Agreement may be terminated by either party upon not less than seven (7) days written notice. CHA shall be compensated for all Services performed until the receipt of notice plus any fees and/or costs reasonably necessary to properly terminate the project.

6. Use of Documents

All documents produced by CHA pursuant to this Agreement are instruments of service and shall remain CHA’s property. Submission or distribution of any said instruments of service to meet statutory or regulatory requirements or for other purposes in connection with the Project shall not constitute publication or otherwise

affect CHA's reserved rights with respect to said documents. Provided that the Client meets its obligations under this Agreement including, but not limited to, payment, CHA shall grant to the Client a nonexclusive license to use said instruments of service and shall provide the Client with reproducible copies of Schematic Design, Design Development and final Bidding Drawings, and copies of reports, cost estimates, specifications, and other final documents that Client may request. Documents or computerized materials provided to Client are for Client's use only, for the purposes disclosed to CHA, and Client shall not transfer them to others or use them or permit them to be used for an extension of Services or any other project or purpose for which they were not prepared, without CHA's express written consent. If this Agreement shall be terminated prior to completion of CHA's Services, the Client shall pay a licensing fee to CHA for the Client's continued use of CHA's drawings, plans or other documents for purposes of the Project. Client and CHA agree to indemnify and defend one another for any unauthorized use of any document or computerized materials.

7. Relationship of Parties

CHA is and shall at all times during the term of this Agreement be an independent contractor of Client. This Agreement and the relationship of the parties shall not be deemed to create or be one of employment, agency, partnership, joint venture or any other association.

8. Assignment

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement may not be assigned by Client or CHA without the prior written consent of the other. Any assignment without written consent of the other party shall be null and void.

9. Standard of Care

The standard of care for all professional engineering and related Services performed or furnished by CHA under this Agreement will be the care and skill ordinarily used by the members of CHA's profession practicing under similar conditions at the same time and in the same locality. CHA makes no warranties, express or implied, under this Agreement or otherwise, in connection with CHA's Services.

10. Insurance

CHA shall procure and maintain worker's compensation and employer's liability insurance in accordance with requirements of the state in which the Services are being performed, comprehensive liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of \$1,000,000 per occurrence for bodily injury and property damage; automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage and professional liability insurance in the amount of \$2,000,000 per claim.

11. Indemnification

CHA shall indemnify and hold harmless Client, its officers, directors, shareholders, partners, agents and employees from and against those damages and costs (including reasonable attorney's fees) that Client is legally obligated to pay as a result of a third party claim concerning the death or bodily injury to any person or the destruction or damage to any property, but only to the extent caused by the negligent act, error or omission of CHA subject to any limitations of liability contained in this Agreement. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.

Client shall indemnify and hold harmless CHA, its officers, directors, shareholders, partners, agents and employees from and against those damages and costs (including reasonable attorney's fees) that CHA is legally obligated to pay as a result of a third party claim concerning the death or bodily injury to any person or the destruction or damage to any property, but only to the extent caused by the negligent act, error or omission of Client subject to any limitations of liability contained in this Agreement.

12. Limitation on Liability

The total liability of CHA and its officers, directors, shareholders, partners, employees and agents to Client and any one claiming by, through or under Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, the Services of this Agreement from any cause or causes whatsoever including, but not limited to, negligence, errors, omissions, strict liability or breach of contract shall not exceed the total compensation received by CHA under this Agreement or the total amount of \$1,000,000, whichever is greater.

13. No Personal Liability

Notwithstanding any other provision of this Agreement to the contrary, CHA's officers, directors, shareholders, partners, employees, or agents shall not be personally liable, regardless of the cause of action asserted including breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to CHA's performance or non-performance of the Agreement. Client will look solely to CHA for its remedy for any claim arising out of or related to this Agreement.

14. Waiver of Consequential Damages

In no event shall CHA be liable to Client or the Client to CHA for consequential, special or indirect damages, including but not limited to, loss of profits or revenue, loss of use of equipment, loss of production, additional expenses incurred in the use of the equipment and facilities and claims of customers of the Client. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted including, but not limited to, ones arising out of any breach of contract, warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause arising out of the performance or non-performance of the contract by Client/CHA.

15. Mediation

The parties, as a condition precedent to commencing litigation (other than for the non-payment of CHA's fees), shall endeavor to resolve their claims by mediation which, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the contract and with the American Arbitration Association.

16. Other Agreements

(a) The services to be performed by CHA are intended solely for the benefit of Client and no benefit is conferred on, nor any contractual relationship established with any person or entity not a party to this Agreement; (b) Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties; (c) This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters; (d) This Agreement shall not be

amended, modified, supplemented or rescinded in any manner except by written agreement executed by the parties; (e) This Agreement shall be governed by and construed in accordance with the laws of the state where the project is located; (f) CHA shall not be liable for any failure to perform or delay in the performance of the Services due to circumstances beyond its reasonable control; (g) No waiver by CHA or Client of any power, right or remedy hereunder or under applicable law with respect to any event or occurrence shall prevent the subsequent exercise of such power, right or remedy with respect to any other or subsequent occurrence.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above.

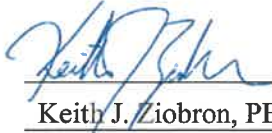
CHA

By:

Name:

Title:

Date



Keith J. Ziobron, PE

Associate Vice President

September 11, 2024

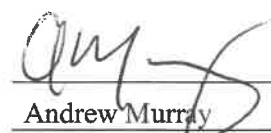
CLIENT

By:

Name:

Title:

Date:



Andrew Murray

Economic Development Director

September 11, 2024





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/30/2024

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 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 Ames & Gough 859 Willard Street Suite 320 Quincy MA 02169	CONTACT NAME: PHONE (A/C, No, Ext): 617-328-6555		FAX (A/C, No): 617-328-6555
	E-MAIL ADDRESS: boston@amesgough.com		
INSURED CHA Consulting, Inc. 3 Winners Circle Albany, NY 12205	CHA HOLDING		INSURER(S) AFFORDING COVERAGE
	INSURER A : Phoenix Insurance Company A++, XV		NAIC # 25623
	INSURER B : Travelers Indemnity Company, A++, XV		25658
	INSURER C : Berkshire Hathaway Specialty Insurance Company		22276
	INSURER D : Travelers Indemnity Co. of America A++, XV		25666
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 1529752773

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		630-7E170386	8/1/2024	8/1/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			810-4S407410	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-4S539836	8/1/2024	8/1/2025	EACH OCCURRENCE	\$ 15,000,000
							AGGREGATE	\$ 15,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-4S429322	8/1/2024	8/1/2025	<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
C	Professional Liability & Pollution			47-EPP-308429-06	8/1/2024	8/1/2025	Per Claim Limit	\$6,000,000
							Aggregate Limit	\$10,000,000

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

All coverages are in accordance with the policy terms and conditions. If AI box is checked, GL Endorsement Form #CGD604, Auto AI #CAT499 to the extent provided therein applies and all coverages are in accordance with the policy terms and conditions.

Certificate Holder shall be listed as additional insured with respect to general liability where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Noblesville
 16 South 10th Street
 Noblesville IN 46060
 USA

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

Jared Maxwell

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FINANCE & ACCOUNTING

Funding Verification/Encumbrance Request Form

Date to be submitted to BoW/Park Board: 9/24/24 (put N/A if not submitting to BoW/Park Board)

Vendor name: CHA Consulting Inc.

Vendor Address: 963 3 Winners Circle, Albany, NY, 12205

Brief description of purchase: Grant Application Development

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 #	101
Department #	016
Project # (NA if no project #)	N/A
Expense Object #	Amount
#1	310.100 \$ 6,000.00
#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

[Signature]
(Signature)

Andrew Murray
(Printed Name)

9/5/24
(Date)

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

FOR OFFICE OF FINANCE AND ACCOUNTING USE ONLY

OFA Action Taken

- Purchase Order Created
- Reviewed Availability of funds (Contract/Purchase of over \$50k or paid with debt proceeds only)
- No Action Taken (Department should still include this form in purchase/contract approval submission)

PO # (if applicable): 240292

OFA Signature Caitlin Moss

Comments: _____

Initials: HT

Date: 9/10/24

**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. 240292

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

SHIP TO:

TO
VENDOR # 963
CHA CONSULTING
PO BOX 845746
BOSTON MA 02284-5746

ATTN:

DATE 09/06/2024		DEPARTMENT ED			SHIP TO ARRIVE BY		
APPROPRIATION NUMBER	QUANTITY	UNIT	DESCRIPTION	PROJECT #	UNIT PRICE	AMOUNT	
101016310.100	1.0		GRANT APPLICATION DEVELOPMENT		6000.00	6000.00	

SHIP VIA	TOTAL 6000.00
-----------------	-------------------------

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 _____