

**TO: NOBLESVILLE BOARD OF PUBLIC WORKS AND SAFETY**  
**FROM: JIM HELLMANN, ASST. CITY ENGINEER, ENGINEERING**  
**SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH CHA CONSULTING FOR INNOVATION MILE INFRASTRUCTURE INSPECTION (EN-368-02)**  
**DATE: FEBRUARY 27, 2024**

The attached professional services agreement is for the inspection of the public infrastructure including roads, trails, utilities, ponds, and similar that serves the Event Center and parking garage.

**I recommend the Board of Public Works approve the above stated professional services agreement.**

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



## 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 December 31, 2025, (“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 as defined in **Exhibit A**.

Compensation shall not exceed Two Hundred and Forty Thousand Dollars and Zero Cents (\$240,000.00).

## 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 5.7.1 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, officials 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 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: Michael A. Platt, General Counsel  
3 Winners Circle  
Albany, NY 12205

To City:  
City of Noblesville  
Attn: \_\_\_\_\_  
16 S. 10<sup>th</sup> Street  
Noblesville, IN 46060

*Courtesy Copy:*  
City Attorney  
16 S. 10<sup>th</sup> 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. [RESERVED]
- 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 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.

5.24 Jobsite Safety. 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 constructor or other entity or their employees in connection with their work or any health or safety precautions. The City also agrees that Contractor and Contractor's consultants shall be indemnified by the construction contractors and constructors and shall be named as additional insureds under the construction contractors and constructor's general liability insurance policy(ies) – these requirements shall be set forth in the City's contractual agreement(s) with the construction contractors and constructors.

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

**CHA Consulting, Inc. ("Contractor")**

By: 

Date: 2/22/24

Printed: Cory Mahan

Title: Midwest Inspection Leader

Approved by the Board of Public Works and Safety of the City of Noblesville this 27th day of February 2024.

  
JACK MARTIN, PRESIDENT

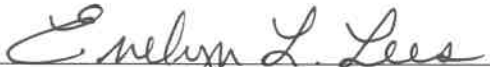
  
JOHN DITSLEAR, MEMBER

  
LAURIE DYER, MEMBER

  
ROBERT J. ELMER, MEMBER

  
RICK L. TAYLOR, MEMBER

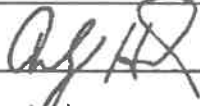
ATTEST:

  
\_\_\_\_\_  
EVELYN L. LEES, CLERK  
CITY OF NOBLESVILLE, INDIANA

**Appendix A**  
**E-VERIFY AFFIDAVIT**

Pursuant to Ind. Code §22-5-1.7-11, the Consultant entering into the Agreement with the City of Noblesville is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. The Consultant 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.

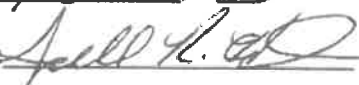
The undersigned, on behalf of the Consultant, being first duly sworn, deposes and states that the Consultant does not knowingly employ and unauthorized alien. The undersigned further affirms that, prior to entering into the Agreement with City, the undersigned Consultant will enroll in and agrees to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

(Consultant): CHA Consulting, Inc.  
By (Written Signature)   
(Printed Name): Andrew Hahn  
(Title): Sr. Vice President

*Important – Notary Signature and Seal Required in the Space Below*

STATE OF Indiana  
COUNTY OF Marion

SS:  JILL R. HAYTH  
Res. of Marion County  
My Comm. Exp. 10/17/2025  
Commission # 706616

Subscribed and sworn to before me this 10<sup>th</sup> day of August, 2023  
My commission expires: 10/17/2025 (Signed: )  
Residing in Marion County, State Indiana

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the City of Noblesville.

The CONSULTANT shall be responsible for performing the following activities:

A. Engineering Personnel

For the fulfillment of all services outlined in Section B below, The CONSULTANT will provide one (1) fulltime Resident Project Representative, and Inspectors and clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report.

The qualifications and experiences of personnel provided by the CONSULTANT are subject to approval by the CITY and no personnel will be assigned to the project until the CITY and approval is obtained.

The fulltime Resident Project Representative will take directions from and report to the CITY of Noblesville Engineer on all matters concerning contract compliance and administration.

The fulltime Resident Project Representative will coordinate project activities with the City's Project Coordinator.

B. Description of Services

1. Construction Schedule: Review the construction schedule prepared by the Contractor for compliance with the Contract, and give to the CITY detailed documentation concerning its acceptability.
2. Conferences: Attend pre-construction conferences as directed by the CITY, arrange a schedule of progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules prepared, to the CITY for notification to those who are expected to attend. Record for the CITY, as directed, minutes of such meetings. The CONSULTANT shall be available for conferences as requested by the CITY, to review working details of the project. The CITY may review and inspect the activities whenever desired during the life of the Agreement.
3. Liaison: Serve as the CITY's liaison with the Contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in liaison capacity, the fulltime Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to verify that all provisions therein are complied with. Any deviation observed shall be reported to the CITY by the fulltime Resident Project Representative.
4. Cooperate with the CITY in dealing with the various, Federal, State and Local Agencies having jurisdiction over the project.

5. Assist the CITY in obtaining from the Contractor a list of his proposed suppliers and sub-contractors.
6. Assist the CITY in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.
7. Equipment – Furnish all equipment necessary to sample and test materials in accordance with contract documents.
8. Samples – Obtain field samples of materials delivered to the site as required by the contract documents.
9. Shop Drawings:
  - a. Receive and review shop drawings and falsework drawings per INDOT Construction Memorandum 20-10.
  - b. Review approved shop and falsework drawings, specifications and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.
  - c. Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and advise the CITY when he/she believes it is necessary to disapprove work as failing to conform to the Contract Documents.
10. Review of Work, Inspection and Tests:
  - a. Conduct on-site inspections for the CITY of the work in progress as a basis for determining that the project is proceeding in accordance with the Contract Documents.
  - b. Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the Indiana State Highway Commission Construction Manual and in accordance with current accepted practices.
  - c. Accompany visiting inspectors, representing Local, State or Federal Agencies having jurisdiction over the project, and report details of such inspection to the CITY.
  - d. Verify that required testing has been accomplished.
11. Modification: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the CITY.
12. Records:
  - a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders and additional drawings subsequent to the award of the Contract, progress reports and other project related documents.
  - b. Keep a diary or log book, recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request furnish copies of such a diary or log book to the CITY.
  - c. Maintain for the CITY, a record of names, addresses and telephone numbers of all sub-contractors and major material suppliers.

- d. Maintain a set of drawings on which authorized changes are notes, and deliver to the CITY upon request, but in any event at the completion of the project.
  - e. Prepare the Final Construction Record and Final Estimate as required by the CITY.
13. Reports: Furnish to the CITY at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.
  14. Progress Estimates: Prepare progress estimates for periodic partial payments to the Contractor and deliver to the CITY for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete in place in accordance with the contract.
  15. Project Responsibility: The Resident Project Representative will be responsible for the documentation of pay quantities and estimates, and the maintenance of appropriate records related to the construction of this project.
  16. Work Schedule and Suspension: The CONSULTANT's crew will be required to regulate their work week to conform to the Contractor's hours in accordance with the directions of the CITY. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the CONSULTANT may also be suspended without cost to the project.
  17. Contract Administration: The CONSULTANT will administer the contract in accordance with the CITY's procedures.
  18. Conflict of Interest: The CONSULTANT acknowledges and agrees that the CONSULTANT, a firm associated with the CONSULTANT, or an individual associated with the CONSULTANT cannot accept or perform any work (including but not limited to construction engineering, production staking, falsework drawings, shop drawings) for the Contractor, material supplier of the Contractor or for any of the Contractor's subcontractors on this project. For purposes of this section a firm is associated with the CONSULTANT if the firm and the CONSULTANT have a common director, common officer or a common owner. For purposes of this section an individual is associated with the CONSULTANT if the individual is an employee of the CONSULTANT or an employee of a firm associated with the CONSULTANT.

For purposes of this section the following definitions shall be used:

Director – Any member of the board of directors of a corporation.

Officer – The president, secretary, treasurer, or such other officers as may be prescribed by the corporation's bylaws.

Owner – a sole proprietor, any partner in a partnership, or any shareholder of a corporation.

19. Request For Information (RFI's): All RFI's submitted by the contractor should be coordinated with the designer for responses from the Engineer of Record.

## **APPENDIX "B"**

### **INFORMATION AND SERVICES TO BE FURNISHED BY THE CITY:**

The CITY shall furnish the CONSULTANT with the following:

1. The CITY shall each designate an employee as Project Coordinator to coordinate activities with the Consultant.
2. Assistance to the CONSULTANT by placing at his disposal all available information pertinent to the project.



## APPENDIX "C"

### SCHEDULE:

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the CITY.

All work by the CONSULTANT under this Contract shall be completed and delivered to the CITY for review and approval within the approximate time periods shown in the following submission schedule:

- A. The CONSULTANT will be prepared to begin the work under this Agreement within five (5) days after a letter of notification to proceed is received from the CITY. The CONSULTANT shall complete and deliver the final construction record to the CITY within forty-five (45) calendar days after the Contractor's last day of work.

## APPENDIX "D"

### Compensation:

#### A. Amount of payment

1. CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed \$240,000.00 unless a supplement is executed by the parties that increases the maximum amount payable.
2. CONSULTANT will be paid for the actual hours of work performed exclusively on the Contract in accordance with the following negotiated hourly billing rates per classification up to the not to exceed amount as indicated in Appendix D.A.1 and in accordance with contractors estimated construction timeline as stated in Appendix C. Future years rates are calculated at agreed to rate increase. Rates are attached to the end of the contract.
3. For those services performed by the CONSULTANT, the CONSULTANT will be reimbursed the direct non-salary costs (the actual costs of such out-of-pocket expenses directly attributable to the Contract such as round trip mileage from the CONSULTANT's personal place of residence to the assigned job site including the mileage at the job site, etc.) as approved by the CITY. As of the date of this contract the mileage reimbursement rate is \$0.67 per mile and will follow the Federal mileage rate reimbursement.
4. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such invoice shall be subject to approval as reasonable by the CITY prior to any reimbursement thereof.
5. The CONSULTANT shall submit monthly timesheets for each employee working on the Contract to the CITY. Hours worked by the employee shall be recorded to the nearest 0.25 hour.
6. The CONSULTANT shall not bill for overtime premium for any individual until forty hours have been worked on the Contract for the week by that individual. Holiday hours not worked on the Contract do not apply to the forty hour weekly total.

#### B. Method of payment

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice vouchers shall be submitted to the CITY.

2. The invoice vouchers shall represent the value, to the CITY, of the partially completed work as of the date of the invoice voucher. When submitting an invoice, the CONSULTANT shall furnish a copy of records showing the individuals who worked on the Contract during the month, their classification, the number of hours worked since the last invoice voucher was submitted, and the hourly rate.
  
3. If the CITY does not agree with the amount claimed by the CONSULTANT on an invoice voucher, the CITY will send the CONSULTANT a letter by regular mail or e-mail and listing the differences between actual and claimed progress. The letter or e-mail will be sent to the CONSULTANT's address/email on page 1 of this Contract or the CONSULTANT's last known address/email.

## Funding Verification/Encumbrance Request Form

Date to be submitted to BoW / Park Board: 2/27/24 (put N/A if not submitting to BoW/Park Board)

Vendor name: CHA Consulting

Vendor Address: 3 Winners Circle, Albany, NY 12205

Brief description of purchase: Construction Inspection Innovation Mile Infrastructure (EN-368-02)

**Source of Funding:**

- Current Year Operational Budget
- Subsequent Year Operational Budget <sup>1</sup>
- Loan or debt proceeds
- Non-Appropriated Fund
- Funding not yet finalized (attach explanation) <sup>2</sup>:

Fund #	<del>250</del> 251
Department #	016
Project # (NA if no project #)	016.2110

	Expense Object #	Amount
#1	313.200	\$ 240,000.00
#2		
#3		
#4		
#5		

1) Note: 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.

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)

Alison Krupski

(Printed Name)

2/27/24

(Date)

Please email completed form to [OFAbudget@noblesville.in.us](mailto:OFAbudget@noblesville.in.us).

### FOR OFFICE OF FINANCE AND ACCOUNTING USE ONLY

**OFA Action Taken**

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

Comments: \_\_\_\_\_

Initials: \_\_\_\_\_ Date: \_\_\_\_\_