



# Board of Public Works and Safety

## Agenda Item

## Cover Sheet

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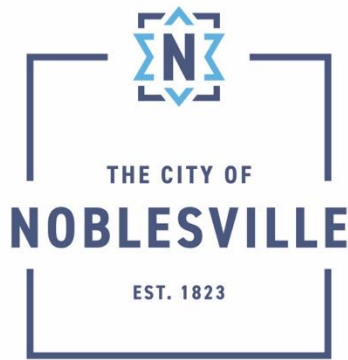
**MEETING DATE:** November 12, 2024

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

**ITEM #:** 8

**INITIATED BY:** David Dale

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



**TO:** Noblesville Board of Public Works and Safety  
**FROM:** David Dale – Facilities Manager  
**SUBJECT:** Board to Consider agreement with Technical Assurance for Design & Oversight of the Visitor Center Exterior Rehabilitation Project  
**DATE:** November 5, 2024

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The Maintenance Department requests your consideration of the Technical Assurance proposal, which pertains to the design and project management of the 2025 Visitor Center exterior and structural rehabilitation project.

Project management is crucial due to the project's location, the variety of repairs required, the need for oversight of sensitive structural work, and the coordination across multiple properties.

The proposal from Technical Assurance covers all aspects of repairs and structural work for the building. The full scope of repairs and the extent of the project will be finalized in 2025, pending further discussions with the City Council.

**Thank you.**

**David Dale**  
**Facilities Manager**



## 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 Technical Assurance Inc. (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 at project completion (“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 ten thousand dollars (\$41,400.00).

## **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 period copies thereof, if requested, shall be furnished at no cost to City.

- 5.5 Ownership. Omitted.

- 5.6 Insurance.

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

of premium. The required coverages and limits which Contractor is required to obtain are as follows:

A. Commercial General Liability

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

B. Auto Liability

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

C. Workers Compensation and Employer’s Liability

As required by Indiana law.

D. Professional/Errors & Omissions Liability

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

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

5.7 Termination for Cause or Convenience.

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

- 5.7.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Contractor's compensation shall be equitably adjusted.
- 5.7.3 Upon receipt of notice of termination for default or for City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.
- 5.7.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 5.7.1 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, agents and employees of any of them ("Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees and court costs and other expenses, arising out of or resulting from any negligent acts, errors, or omissions of the Work. The Contractor's indemnification under this Section shall survive both final payment and the termination of this Agreement.
- 5.10 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To Contractor:  
Technical Assurance Inc.  
Attn: John Suschak  
38112 Second St.  
Willoughby, Ohio 44094

To City:  
City of Noblesville  
Attn: David Dale  
16 S. 10th 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. 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 Contractor's enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.

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

Technical Assurance Inc. ("Contractor")

By: Kurtis J Taylor

Date: 11/1/24

Printed: Kurtis Taylor

Title: Vice President

City of Noblesville

By: Chris Jensen

Date: 11/07/2024

Printed: Chris Jensen

Title: Mayor

**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): TECHNICAL ASSURANCE

By (Written Signature): 

(Printed Name): KURTIS TAYLOR

(Title): VICE PRESIDENT

Important - Notary Signature and Seal Required in the Space Below

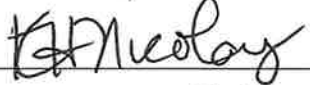
STATE OF Ohio

COUNTY OF Cuyahoga

SS:



Subscribed and sworn to before me this 5<sup>th</sup> day of November, 2024.

My commission expires: June 16, 2029 (Signed) 

a. Residing in Cuyahoga County, State of Ohio

October 16, 2024

Mr. David Dale  
Facility Manager  
Maintenance Department  
City of Noblesville  
16 South 10<sup>th</sup> Street  
Noblesville, IN 46060  
[ddale@noblesville.in.us](mailto:ddale@noblesville.in.us)

**RE: Consulting Service Proposal for the City of Noblesville – Visitors Center Façade Restoration Project 2025**  
**Solve Services: Design and Bid**  
**Manage Services: Construction Phase Services (Conventional Administration and Management, Part Time Onsite Project Management, Quality Observation and Field Testing Services)**

Dear Mr. Dale:

Technical Assurance, Inc. appreciates the opportunity to propose Solve and Manage services to the City of Noblesville for the Visitors Center Façade Restoration Project 2025 located at 839 Conner St., Noblesville, IN 46060. As you are aware, we have completed the Consultant Discover and Plan services (assessment, testing, exploratory, evaluation, planning, reporting and construction costing services).

The following proposal includes a description of the services that we intend to provide for the successful design, management and observation of this project. Technical Assurance is a national building enclosure consulting and engineering firm. Our brand represents ‘best in class’ building consulting, forensic investigation, programmatic asset management, design and commissioning. Our services are sought primarily by those clients who value their building assets as critical to their daily operations.

The following is the proposed scope of work for the City of Noblesville Visitors Center Façade Restoration Project 2025.

### [Consultant Solve: Pre-Programming, Design and Bid Services](#)

#### [Pre-Programming Services](#)

1. Conduct meetings with Owner’s representatives, manufacturers and appropriate personnel to determine project requirements and performance criteria.
2. Visit the site to review existing conditions and specific details required for the design.
3. Research all avenues of project design and quality assurance.
4. Incorporate limited traffic control work items as directed by Owner.
5. Order and conduct any required and approved field-testing services.
6. Review with the Owner project design and constructability options.
7. Review with Owner project construction opinion of probable cost and any required probable cost changes due to current project scope. It should be noted that until the pre-programming services are complete, previously assigned opinions of probable cost may have to be modified. The Consultant can discuss optional alternate cost bids or bid breakdowns that may provide Owner project award flexibility once actual bids come in.

## Design Services

### **Construction Documents**

1. Develop specification documents exploration and project analysis.
2. Specifications shall take into account building code standards.
3. Provide special conditions, testing requirements, bid forms and other documents required for the performance of the contract on these projects.
4. Owner to provide “front-end” documents that stipulate special and general conditions required for the project.
5. Drawings will include specific information and details to indicate where the varying allowance quantities are located on the site.
6. Detail drawings shall take into account building code standards.

## Bid Services

### **Bidding and Contract Phase**

1. Conduct Pre-Bid Conference.
2. Prepare any required addenda.
3. Bids will be submitted directly to the Owner.
4. Conduct pre-contract award interviews with each apparent successful trade bidder.
5. Provide a Bid Evaluation Report that will include a bid tabulation summary and recommendation for contract award.

## Consultant Manage: Construction Phase Services

### **Construction Administration and Project Management**

1. Submittals: Review all building material submittals and shop drawings.
2. Pre-Construction Conference: Conduct Pre-Construction Conference and draft meeting memorandum. Periodic construction phase administration and project management:
  - a. Review and process pay requests and forward to Owner for approval.
  - b. Process RFI’s change logs, work change directives and change orders.
  - c. Process and handle all other construction administration documents required for the project.
  - d. Reject all nonconforming work.

### **Quality Observation Services**

1. Generally observe that the construction work is being installed per manufacturer’s instructions and guidelines, and with the intent of the Construction Documents.
  - a. Option 3: The proposed Fee Schedule assumes that all four (4) projects will be executed over a 4-year phase over an estimated 5-week construction schedule per phase.
    - i. This proposal is for year 1 inclusive of work for Building J.
2. Observe the installation of all materials related to the performance of these projects.
3. Observe the installation of all construction work on a part-time basis as defined by attached Fee Schedule.
4. If observed workmanship is unacceptable, alert project manager and technical consultant so that they may visit the site and make final determination on acceptability of work.

### Quality Observation Reporting

1. Provide Quality Observation reports to the Owner's representative to include the following:
  - a. General description of the work being completed.
  - b. General progress of the work being completed.
  - c. Digital photographic documentation

### **Project Close Out**

1. Technical Assurance will develop a project punch list at the conclusion of the project to include all work items requiring additional work or correction prior to job close out.

### Consultant Solve-Manage Service Fee Type

The Consultant Solve-Manage design, bid, construction administration and project management and quality observation services are based upon a stipulated sum. The stipulated fee is a fixed fee that will not go up or down unless the Owner reduces or expands the project work scope. Minor changes to the design documents will be completed at no charge. If the Owner makes changes to the designated project work scope, the Consultant shall submit for Owner's approval proposed fee reductions or increases. Additional design charges will only result from major work scope changes or additions to the planned work scope.

### Exclusions

1. Independent testing services not included in the construction base bid contract that are required and approved by the Owner will be charged as an additional reimbursable expense or as a direct expense to the Owner.
2. Excludes permitting or street closure costs or submission of applications.
3. Reimbursables are not included.

### Insurance

1. Upon acceptance of this Agreement, Technical Assurance shall provide the Owner with Certificates of Insurance for General Liability and Professional Liability Insurance.
2. Technical Assurance has Professional Liability Insurance and General Liability Insurance with limits of \$1,000,000.00. the City of Noblesville will be listed as an additional insured on the General Liability Policy.
3. In addition, the Consultant shall provide and maintain all necessary Worker's Compensation and other employment related insurance on all employees who provide any services on the project.

Thank you for your kind consideration and continuing support of Technical Assurance, Inc.

Offered by: Technical Assurance, Inc.

Accepted by (Client):



\_\_\_\_\_  
John Suschak  
Director of Façade Consulting

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

The attached terms and conditions are part of this agreement.

#### Attachments to this Agreement:

1. Attachment “A” - Fee Schedule for Consulting Services
2. Attachment “B” – Certificates of Insurance (To be provided after execution of this Agreement)

#### Terms and Conditions

##### **Proposal Terms**

This Proposal and attached Fee Schedule is valid for a period of 60 days.

##### **Agreement/Contract**

This document is a Single Prime Contract, between the Owner and Technical Assurance, the Prime Consultant.

##### **Billings/Payments**

Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date and the Consultant may, without waiving any claim or right against the Client and without liability whatsoever to the Client, terminate the performance of the service. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees. Technical Assurance will not invoice beyond our estimated fees, where applicable, without the Owner's express consent.

##### **Third-Party Payor**

Technical Assurance, Inc. is required to inform you, our Client, in writing, that if some or all of the fees earned by Technical Assurance, Inc. in this matter will be paid by a third-party, the third-party payor is *not* Technical Assurance, Inc.'s client for this matter. Technical Assurance, Inc. will take instructions from the Client, *not* from the third-party payor, and Technical Assurance, Inc. will only pursue the Client's best interests in this matter. Furthermore, Technical Assurance, Inc. will not share your confidences with the third-party payor except as the Client specifically permits. With that being said, please let Technical Assurance, Inc. know immediately if the Client objects to Technical Assurance, Inc. sending bills directly to third-party payor, such bills, as mentioned above, containing detail of each task performed on the Client's behalf, who performed the task and how long the task took to complete. If the Client has any concerns regarding Technical Assurance, Inc.'s billing methods, we will work closely with the Client to come up with an alternative solution that is acceptable for Technical Assurance, Inc., the Client, and the third-party payor.

Technical Assurance, Inc. must emphasize that although the third-party payor has agreed to pay its fees earned on the Client's behalf, Technical Assurance, Inc. holds both the third-party payor and the Client individually and collectively responsible for payment of Technical Assurance, Inc.'s fees/costs. Should the third-party payor become delinquent regarding payment of Technical Assurance, Inc.'s fees/costs, the Client will be notified, and attempts will be made to seek payment from either the Client or an additional third-party. Technical Assurance, Inc. reserves the right to terminate the Client relationship with the Client should

delinquency of payment to Technical Assurance, Inc. reach sixty (60) days and pursue all legal avenues of collection from the Client and/or third-party payor.

If you have any questions about the foregoing or are concerned how the payments made by third-party payor to Technical Assurance, Inc. relate to Technical Assurance, Inc.'s duties of loyalty and confidentiality to the Client, please contact us soon as possible.

### **Existing Drawings and Documents**

The Owner will make fully available to the Consultant all existing building and site drawings, previous contractor and consultant reports, and any other documents related to the projects scheduled for construction. The Consultant will pull, mark or catalog all existing documents or drawings that the Consultant will need for purposes of existing building conditions related to the projects designated for construction. The Owner will be responsible for all expenses related to duplicating existing documents and building drawings selected by the Consultant for use.

### **Termination of Services**

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay the Consultant for all services rendered to the date of termination, all reimbursable expenses and reasonable termination expenses.

### **Ownership Documents**

All construction documents produced by the Prime Consultant and their Sub-Consultants under this Agreement shall remain the property of the Prime Consultant and their Sub-Consultants for purposes of bidding, construction and permitting. The Owner may use the construction documents for purposes of reference, building identification and building maintenance for the project only. Should this Agreement be terminated the Owner may pass these documents to another Consultant for purposes of reference and as an initial basis for the development of the new Consultant's Construction Documents. At no time may the Prime Consultant's and their Sub-Consultants Construction Documents (Project Manual-Specifications and Drawings), in the form provided by this Agreement, be used for bidding, permitting or construction without the Prime Consultant's expressed written permission.

### **Standard of Care**

In providing services under this agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of Consultant's part of the Project. Regardless of any other term or condition of this Agreement, Consultant makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

### **Consequential Damages**

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor the Consultant shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

### **Hidden Conditions**

A condition is hidden if concealed by existing finishes or structure or is not capable of investigation by reasonable visual observation. If the Consultant has reason to believe that a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after such



notification, or (2) the Consultant has no reason to believe that such a condition exists, the Consultant shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

#### **Hazardous Materials/Mold**

The Consultant shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. The Consultant shall have no responsibility for an existing or constructed building that may, as a result of post-construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs.

#### **Risk Allocation**

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the Client agrees to the fullest extent permitted law, to limit the Consultant's liability to the Client or anyone making claims through the client, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all causes, to an amount not greater than the Consultant's fee.

#### **Betterment**

If a required item or component of the Project is omitted from the Consultant's documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been included or required in the Consultant's original documents. In no event will the Consultant be responsible for any costs or expense that provides betterment or upgrades or enhances the value of the Project.

#### **Defects in Service**

The Client shall promptly report to the Consultant any defect or suspected defects in the Consultant's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontractors at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

#### **Dispute Resolution**

Any claim or dispute between the Client and the Consultant shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator. If the Parties cannot agree upon a mediator, the claim or dispute shall be submitted to the American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect. Unless otherwise specified, the laws of the state of the Project location shall govern this Agreement.

#### **Special Terms and Conditions**

The Owner may retain Consultant to perform additional services as described in this Agreement. Any and all additional services and conditions of this Agreement as may be modified by such written order. The Owner shall not be responsible, liable or obligated to pay for any additional work or services performed or materials supplied without its prior written approval. It should be noted that some additional services may be urgent in nature and require Owner's immediate verbal authorization to proceed. In the event a verbal authorization is provided a written order is to follow in an expeditious manner.

October 15, 2024

Mr. David Dale  
 Facility Manager  
 City of Noblesville  
 16 South 10th Street  
 Noblesville, IN 46060



**Consultant Solve and Manage Fee Schedule**  
**The City of Noblesville Vistors Center Façade Restoration Project 2025**

**Project Duration** Weeks 12

**Service Type** Conventional Design-Bid and Project Admin/Manage

**Project Budget**

Construction Estimate (Façade Restoration)	\$ 300,000
Consultant Fee: Solve (Design-Bid Services)	\$ 18,000
Consultant Fee: Manage (Project Admin/Management Services)	\$ 9,000
Consultant Fee: Quality Observation Day Rate Services Estimate	\$ 14,400
<b>Total Consultant Fee</b>	<b>\$ 41,400</b>
<b>Total Project Budget</b>	<b>\$ 341,400</b>

Reimbursable Expense Estimate	N/A
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**Consultant Solve Phase: Design and Bid Services**

Scope of Services	Service Type	Service %	Total
Pre-Design	Stipulated Sum	15%	\$ 2,700
Design Development	Stipulated Sum	35%	\$ 6,300
Construction Documents	Stipulated Sum	30%	\$ 5,400
Plan Review	Stipulated Sum	5%	\$ 900
Bidding	Stipulated Sum	15%	\$ 2,700
<b>Total Solve Service Fees</b>			<b>\$ 18,000</b>

**Consultant Manage Services: Project Admin/Manage and Quality Observation Day Rate Estimate**

Scope of Services	Service Type	Service %	Total
<b>Project Admin and Management</b>	<b>Stipulated Sum</b>	<b>3%</b>	<b>\$ 9,000</b>

Scope of Services	Estimated Days	Day Rate	Total
Quality Observation Services	8	\$ 850.00	\$ 6,800.00
Consultant Technical Site Visits	4	\$ 1,900.00	\$ 7,600.00
<b>Total Day Rate Site Visit Quality Observation Fees</b>			<b>\$ 14,400.00</b>
<b>Total Manage Construction Phase Project Admin and Day Rate</b>			<b>\$ 23,400.00</b>

<b>TOTAL CONSULTANT SOLVE-MANAGE SERVICES</b>	<b>\$ 41,400.00</b>
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Reimbursable Expense Estimate	N/A
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**Acceptance:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 Authorized Representative

*\*This document is valid for sixty days.*

**Scope of Services Definition:**

Pre-Design	Field testing and discovery and detail cataloging (previously completed)
Design Development	Design solution and schematic design



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/21/2024

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).

<b>PRODUCER</b> <b>Fenner &amp; Esler</b> 467 Kinderkamack Road P. O. Box 60 Oradell NJ 07649-0060	<b>CONTACT NAME:</b> Timothy P. Esler, CPCU <b>PHONE (A/C No. Ext):</b> (201)262-1200 <b>E-MAIL ADDRESS:</b> certs@fenner-esler.com	<b>FAX (A/C No):</b> (201)262-7810
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Arch Specialty Insurance Company	<b>NAIC #</b> 21199
<b>INSURED</b> <b>Technical Assurance, Inc.</b> 38112 Second Street Willoughby OH 44094	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**

CERTIFICATE NUMBER: Master 24-25

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	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
<b>A</b>	Contractors Professional and Pollution Liability			PDCPP0014808 Retro Date: 4/1/1993	6/24/2024 Per Claim Ded	6/24/2025 \$25k	Per Claim Limit	\$2,000,000
							Aggregate Limit	\$2,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

City of Noblesville Attn: David Dale 16 S. 10th Street Noblesville, IN 46060	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 Timothy Esler/JEAN
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**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. 240339**

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

**SHIP TO:**

**TO**  
**VENDOR # 7048  
TECHNICAL ASSURANCE  
C/O SCOTT KRABILL  
38112 SECOND ST  
WILLOUGHBY OH 44094**

**ATTN:**

<b>DATE</b> 10/22/2024	<b>DEPARTMENT</b> MAINTENANCE		<b>SHIP TO ARRIVE BY</b>			
<b>APPROPRIATION NUMBER</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>DESCRIPTION</b>	<b>PROJECT #</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
101001424.100	1.0		VISITOR CENTER EXTERIOR PROJECT		41400.00	41400.00

<b>SHIP VIA</b>	<b>TOTAL</b> 41400.00
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**SHIPPING INSTRUCTIONS**  
 \* SHIP PREPAID  
 \* C.O.D. SHIPMENTS CANNOT BE ACCEPTED  
 \* PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS.  
 \* THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF AND SUPPLEMENTAL THERETO.

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

ORDERED BY \_\_\_\_\_  
 TITLE \_\_\_\_\_ CONTROLLER \_\_\_\_\_

**ORIGINAL - VENDOR'S COPY**



# FINANCE & ACCOUNTING

## Funding Verification/Encumbrance Request Form

Date to be submitted to BoW/Park Board: 11-12-2024 (put N/A if not submitting to BoW/Park Board)

Vendor name: Technical Assurance Inc.

Vendor Address: 38112 Second St. Willoughby Ohio 44094

Brief description of purchase: Visitor Center Exterior Project Consultation & Oversight

**Source of Funding:**

- Current Year Operational Budget
- Subsequent Year Operational Budget<sup>1</sup>
- Funding not yet finalized (attach explanation)<sup>2</sup>
- Loan or debt proceeds
- Non-Appropriated Fund<sup>3</sup>

Fund #	101	
Department #	001	
Project # (NA if no project #)		
	Expense Object #	Amount
#1	424.100	\$ 41,400.00
#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.

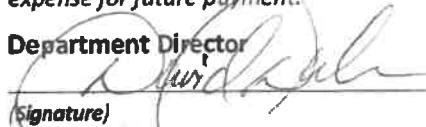
Are you requesting that a Purchase Order (PO) be created for this expenditure?

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

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

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)

DAVID DALE  
(Printed Name)

10/21/2024  
(Date)

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

### 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)

PO # (if applicable): \_\_\_\_\_

OFA Signature 

- No Action Taken (Department should still include this form in purchase/contract approval submission)

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

Initials: CK Date: 10/22/24