

Board of Public Works and Safety

Agenda Item

Cover Sheet

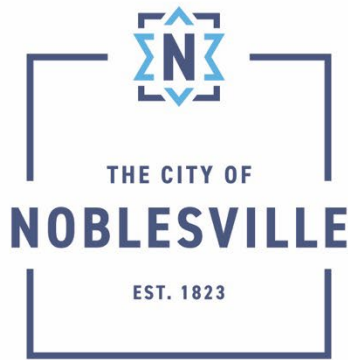
MEETING DATE: December 17, 2024

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

ITEM #: 3

INITIATED BY: Jayne Thompson

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



TO: Board of Public Works and Safety
FROM: Jayme Thompson, Project Manger
SUBJECT: Contract Extension with CHA Consulting, Inc.
DATE: December 17, 2024

Attached is a request for an extension of the professional services agreement with CHA Consulting, Inc. for continued high quality owners' representation for construction of The Arena at Innovation Mile AKA Project Scoreboard. To date, Jeff Birenbaum and his team at CHA have fulfilled their role well in ensuring the City's interests are considered and incorporated, risks are mitigated, and the project timeline and budget are on track.

This extends the termination date through the end of 2025. It is an additional \$103,000, for a not to exceed total of \$589,000.00



AMENDMENT NO. 1 TO SERVICES AGREEMENT

1. Background Data:
 - a. Effective Date of Services Agreement: June 13, 2023
 - b. City: City of Noblesville, Indiana, a municipal corporation
 - c. Contractor: CHA Consulting, Inc. a New York corporation
 - d. Project: Project Scoreboard AKA The Arena at Innovation Mile

2. Nature of Amendment

- Modifications to Term
- Modifications to Compensation

3. Description of Modifications Attachment 1, "Modifications"

City and Contractor hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Attachment No. 1

Modifications

1. City shall extend the term of the contract to terminate as of December 31, 2025, as follows:

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.

2. City shall pay Contractor the following additional or modified compensation. Section IV. Compensation is modified to read as follows and outline in **Exhibit A**:

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 Twenty-Eight Thousand Dollars and Zero Cents (\$589,000.00).

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

_____ (“Contractor”)

By:  _____

Date: 11/18/2024

Printed: Jeff M. Birenbaum

Title: Vice President

EXHIBIT A

Date: <u>10/28/2024</u>
PROJECT No. _____
Extra Work No. <u>1</u>
EXTRA WORK AUTHORIZATION
In accordance with the written Contract dated May 2023 between the parties designated below for:
THE PROJECT: <u>Project Scoreboard</u>
THE CLIENT: <u>City of Noblesville, IN</u>
hereby authorizes the scheduler to proceed with additional services as follows:
SCOPE OF SERVICES:
<u>OPM services per original scope</u>
SCHEDULE:
<u>Extension of time - March 2025 thru August 2025 – Full services per original contract</u>
<u>Extension of time – September thru December. Post construction completion OPM services</u>
FEE
<u>\$18,500 per Month for March thru August – Total - \$111,000</u>
<u>\$10,000 per month – September thru December – Total \$40,000</u>
<u>Already contracted – Final two months close out - \$20,000 (credit against the above)</u>
<u>Already contracted – CD estimate no longer needed - \$28,000 (reallocated to credit against the above)</u>
<u>\$151,000 add, less \$48,000 = \$103,000 additional</u>

Upon return of a fully executed authorization, this Supplement shall become a part of the Agreement identified above.

APPROVED BY: Business Practice Leader- CES	APPROVED BY: CLIENT
NAME: Jeff Birenbaum	NAME:
SIGNATURE: 	SIGNATURE:
TITLE: Vice President	TITLE:
DATE: 10/28/2024	DATE:

All of which is approved by the Board of Public Works and Safety of the City of Noblesville this
_____ day of _____ 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

**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. 240377

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

SHIP TO:

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

ATTN:

DATE 11/15/2024	DEPARTMENT ECON DEV		SHIP TO ARRIVE BY			
APPROPRIATION NUMBER	QUANTITY	UNIT	DESCRIPTION	PROJECT #	UNIT PRICE	AMOUNT
101016310.100	1.0		EVENTCENTER OPM CONTRACT AMENDMENT	016.2303	103000.00	103000.00

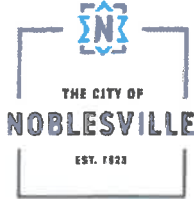
SHIP VIA	TOTAL 103000.00
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SHIPPING INSTRUCTIONS
 * SHIP PREPAID
 * C.O.D. SHIPMENTS CANNOT BE ACCEPTED
 * PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING LABELS.
 * THIS ORDER ISSUED IN COMPLIANCE WITH CHAPTER 99, ACTS 1945 AND ACTS AMENDATORY THEREOF 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 _____

OFFICE COPY



FINANCE & ACCOUNTING

Funding Verification/Encumbrance Request Form

Date to be submitted to BoW/Park Board: 12/17/2024 (put N/A if not submitting to BoW/Park Board)

Vendor name: CHA

Vendor Address: _____

Brief description of purchase: Event Center OPM Contract Amendment

Source of Funding:

- Current Year Operational Budget
- Subsequent Year Operational Budget¹
- Funding not yet finalized (attach explanation)²
- Loan or debt proceeds
- Non-Appropriated Fund³

Fund #		101
Department #		016
Project # (NA if no project #)		016.2303
	Expense Object #	Amount
#1	310.100	\$ 103,000.00
#2		
#3		

- 1) This option may only be selected AFTER the adoption of the subsequent year budget. OFA will create a PO after the start of the next year. If contract details change in between form submission and the start of the year, contact OFA Staff.
- 2) This option may only be selected in unusual circumstances. An additional FVF will need to be submitted to OFA once funding source has been determined. OFA will not create a PO until this follow-up form has been submitted.
- 3) These funds are not appropriated through the annual budget process. They include but are not limited to grant funds and impact fee funds.

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

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

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)

Andrew Murray
 (Printed Name)

11/7/2024
 (Date)

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

FOR OFFICE OF FINANCE AND ACCOUNTING USE ONLY

OFA Action Taken

Purchase Order Created PO # (if applicable): 240 377

Reviewed Availability of funds (Contract/Purchase of over \$50k or paid with debt proceeds only)

OFA Signature Cain

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

Comments: _____

Initials: CK Date: 11/15/24

E-Verify Affidavit

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

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

(Contractor): CHA Consulting, Inc
By (Written Signature): [Signature]
(Printed Name): Jeff M. Birenbaum
(Title): Vice President, Business Practice Leader

Important - Notary Signature and Seal Required in the Space Below

STATE OF MA
COUNTY OF Middlesex

SS:



Subscribed and sworn to before me this 7th day of June, 2023.

My commission expires: 1/20/2024 (Signed) [Signature]

a. Residing in Belmont, Middlesex County, State of Massachusetts

