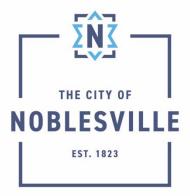


Board of Public Works and Safety Agenda Item

Cover Sheet

MEETING DATE: December 17, 2024
☐ Consent Agenda Item
☐ Previously Discussed Item
☐ Miscellaneous
ITEM #: <u>3</u>
INITIATED BY: Jayme 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 Agre	eement: _June 13, 2023
	b.	City: <u>City of Noblesville</u> .	Indiana, a municipal corporation
	c.	Contractor: CHA Consulting, In	c. a New York corporation
	d.	Project: <u>Project Scoreboard</u>	AKA The Arena at Innovation Mile
2.	Nat	ture of Amendment	
	<u>X</u>	Modifications to Term	
	<u>X</u>	Modifications to Compens	ation

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")	
m	Date: 11/18/2024
Jeff M. Birenbaum	
Vice President	
	Jeff M. Birenbaum

EXHIBIT A

EXTRA WORK AUTHORIZATION

In accordance with the written Contract dated May 2023 between the parties designated below for:

THE PROJECT: Project Scoreboard

THE CLIENT: City of Noblesville, IN

hereby authorizes the scheduler to proceed with additional services as follows:

SCOPE OF SERVICES:

OPM services per original scope

SCHEDULE:

Extension of time - March 2025 thru August 2025 - Full services per original contract

Extension of time – September thru December. Post construction completion OPM services

FEE

\$18,500 per Month for March thru August - Total - \$111,000

\$10,000 per month - September thru December - Total \$40,000

Already contracted – Final two months close out - \$20,000 (credit against the above)

Already contracted – CD estimate no longer needed - \$28,000 (reallocated to credit against the above)

\$151,000 add, less \$48,000 = \$103,000 additional

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 F	Public Works and Safety of the City of Noblesville this 2024.
JACK MARTIN, PRESIDENT	<u> </u>
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

Form 98 (Rev. 1998)

PAGE: 1

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			ARTMENT CON DEV		SHIP TO ARRIVE BY				
APPROPRIATION NUMBER	QUA	ANTITY	UNIT	DESCRIPT	ION	PROJECT#	UNIT PRICE	AMOUNT	
101016310.100		1.0		EVENTCENTER OPM CONT	RACT AMENDMENT	016.2303	103000.00	103000.00	

SHIP VIA TOTAL 103000.00

SHIPPING INSTRUCTIONS

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

PAYMENT

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

ORDERED BY TITLE __ CONTROLLER



FINANCE & ACCOUNTING

Funding Verification/Encumbrance Request Form

Date to be submitted to BoW/Park Board: 12/17/202	24	(put N/A if not subr	nitting to BoW/Park Board)			
Vendor name: CHA						
Vendor Address:						
Brief description of purchase: Event Center OPN	VI Co	ntract Amendme	ent			
Source of Funding:	Func	1#	101			
Current Year Operational Budget	Department #		016			
Subsequent Year Operational Budget ¹	Project # (NA if no project #)		016.2303			
Funding not yet finalized (attach explanation) ²	41	Expense Object #	Amount			
Loan or debt proceeds	#1	310.100	\$ 103,000.00			
Non-Appropriated Fund ⁸	#3	<u> </u>				
Are you requesting that a Purchase Order (PO) be created for all purchases/contracts that will not	<u>ot</u> be p aymen	aid immediately immediately	expense series to obligate the			
Department Director	Δ	ndrew Murray	11/7/2024			
Signature)	(P	rinted Name)	(Date)			
lease email completed form to <u>OFAbudget@noblesville.in.gov</u> OR OFFICE OF FINANCE AND ACCOUNTING USE ONLY						
OFA Action Taken Purchase Order Created Reviewed Availability of funds (Contract/Purchase) OFA Signature Communication of the state		\$50k or paid with debt proce				
No Action Taken (Department should still include thi	s Jorm	n purcnase/contract approv	ui suomission)			
Comments:						
Initials: <u>CK</u> 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 Sig	gnature):	
(Printed Name	Jeff M. Birenbaum	
(Title):	Vice President, Business Practice Leader	
Important - No	tary Signature and Seal Required in the Space Below	Secretary of the secret
STATE OFCOUNTY OF	SS:	
20 23.	thed and sworn to before me this 7th day of June n expires: 1/20/2024 (Signed Collars)	The to make
	ng in Belment Middlesex County, State of Massac	husetts



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/25/2022

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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:				
Ames & Gough 859 Willard Street	PHONE (A/C, No, Ext): (617) 328-6555 FAX (A/C, No): (617) 3	328-6888			
Suite 320	E-MAIL ADDRESS: boston@amesgough.com				
Quincy, MA 02169	INSURER(S) AFFORDING COVERAGE	NAIC#			
	INSURER A: Phoenix Insurance Company A++, XV	25623			
INSURED	INSURER B: Travelers Indemnity Company, A++, XV 25658				
CHA Consulting, Inc.	INSURER C: Travelers Casualty Insurance Company of Americ				
575 Broadway	INSURER D : Berkshire Hathaway Specialty Insurance Company	22276			
Albany, NY 12207	INSURER E:				
	INSURER F:				

COVERAGES

CERTIFICATE NUMBER:

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.

CLAIMS-MADE X OCCUR	х		(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)				
CLAIMS-MADE X OCCUR	Y			li i	EACH OCCURRENCE	\$	1,000,000	
	^	630-7E170386	8/1/2022	8/1/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000	
					MED EXP (Any one person)	\$	15,000	
					PERSONAL & ADV INJURY	\$	1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	S	2,000,000	
POLICY X PRO-					PRODUCTS - COMP/OP AGG	s	2,000,000	
OTHER;						\$		
UTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	
ANY AUTO	X	X	810-4\$407410	8/1/2022	8/1/2023	BODILY INJURY (Per person)	\$	
AUTOS ONLY AUTOS					BODILY INJURY (Per accident)	\$		
AUTOS ONLY X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$		
						\$		
- Coocit		OUD 4050000	0// 10000	8/1/2023	EACH OCCURRENCE	\$	10,000,000	
	Х	CUP-45539836	7-45539836 8/1/2022		AGGREGATE	\$	10,000,000	
DED X RETENTION\$ 10,000						\$		
ORKERS COMPENSATION					X PER OTH-			
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		OPRIETOR/PARTNER/EXECUTIVE N/A N/A UB-4S429322 8/1/2022 8/1/2023 RMEMBER EXCLUDED?		E.L. EACH ACCIDENT	\$	1,000,000		
					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	
/es, describe under ESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000	
ofessional Liab		47-EPP-308429-04	8/1/2022	8/1/2023	Per Claim	-	6,000,000	
		47-EPP-308429-04	8/1/2022	8/1/2023	Aggregate		10,000,000	
	POLICY X PRO- OTHER: UTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY	POLICY X PROJECT X LOC OTHER: UTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY X NON-OWNED AUTOS ONLY AUTOS ONLY X LOC CUR EXCESS LIAB CLAIMS-MADE EXCESS LIAB CLAIMS-MADE DEMPLOYERS' LIABILITY Y PROPRIETOR/PARTNER/EXECUTIVE N N/A PROJECTION OF OPERATIONS below	POLICY X PRO- OTHER: UTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY C UMBRELLA LIAB EXCESS LIAB CLAIMS-MADE EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 10,000 DRKERS COMPENSATION ID EMPLOYERS' LIABILITY Y PROPRIETOR/PARTNER/EXECUTIVE N FICER/MBER EXCLUDED? andatory in NH) es, describe under SCRIPTION OF OPERATIONS below Ofessional Liab 47-EPP-308429-04	POLICY X PRO- OTHER: UTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY LIMBRELLA LIAB AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY CLAIMS-MADE EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 10,000 DEKERS COMPENSATION ID EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE IN IN /A es, describe under SCRIPTION OF OPERATIONS below Ofessional Liab 47-EPP-308429-04 8/1/2022	POLICY X PRO- OTHER: UTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY AUTOS ONL	POLICY X JECT X LOC OTHER: UTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY	POLICY X PRODUCTS - COMP/OP AGG \$ OTHER: DTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If Al box is checked, GL Endorsement Form #CGD604, Auto Al #CAT499 to the extent provided therein applies and all coverages are in accordance with the policy terms and conditions.

RE: Professional engineering and related professional services.

City of Noblesville (Indiana) shall be included as additional insured with respects to General, Auto, and Umbrella Liability where required by written contract. A 30 Day Notice of Cancellation is provided in accordance with the policy terms and conditions.

CERTIFICATE HOLDER	CANCELLATION
City of Noblesville (Indiana) Economic Development 16 S. 10th Street	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Noblesville, IN 46060	AUTHORIZED REPRESENTATIVE
Ť.	gared maxwell