

**TO:** NOBLESVILLE BOARD OF PUBLIC WORKS AND SAFETY

**FROM:** SARAH DAVIS, ECONOMIC DEVELOPMENT COORDINATOR

**SUBJECT:** CHA Phase II Professional Service Agreement

**DATE:** March 11, 2025

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In November of 2024, the Economic Development Department engaged CHA to perform a Phase I Environmental Site Assessment on the former Industrial Dielectrics Inc. (IDI) property located at 407 Division Street. Based upon the findings of the Phase I, it was recommended by CHA that a Phase II should be completed. The Economic Development Department is seeking services for CHA to complete a Phase II. This service agreement will have a not to exceed amount of \$118,500. The attached scope of work will include, subsurface investigation, universal waste inventory, hazardous materials pre-demo survey and a summary report.

**Attachments:**

1. Professional Service Agreement
2. CHA 2025 Scope of Work – Phase II
3. Certificate of Insurance
4. Purchase Order
5. Funding Verification Form
6. CHA W-9



## 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, 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 One Hundred Eighteen Thousand Five Hundred Dollars (\$118,500).

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

## SECTION V. GENERAL PROVISIONS

- 5.1 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the City. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate City in any way.
- 5.2 Subcontracting.  
Approval required. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.
- 5.3 Necessary Documentation. N/A
- 5.4 Records: Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement. Copies thereof, if requested, shall be furnished at no cost to City.
- 5.5 Ownership.
- 5.5.1 "Works" means works of authorship fixed in any tangible medium of expression by Contractor or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.
- 5.5.2 All Works made or created by Contractor, either solely or jointly with City, in the course of Contractor's performance of services under this Agreement shall be

deemed to be works for hire and are and shall be the exclusive property of City. At City's request, Contractor will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works in City. Without the prior written consent of City, Contractor shall not use, copy or prepare derivative works of the Works, or any parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor's possession or control. Any loss or damage shall be restored at Contractor's expense. City shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. The Works are for the City's use only, for the purposes disclosed to Contractor, and the City shall not use them or permit them to be used for an extension of services or any other project or purpose for which they were not prepared, without Contractor's express written consent. In the event of any such unauthorized use, the City shall hold Contractor harmless. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

5.6 Insurance.

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

A. Commercial General Liability

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

B. Auto Liability

Limits of Liability:	\$500,000 Combined Single Limit
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Coverage Details      All owned, non-owned, & hired vehicles

**C. Workers Compensation and Employer's Liability**

As required by Indiana law.

**D. Professional/Errors & Omissions Liability**

Limits of Liability      \$1,000,000 Per Claim

\$2,000,000 Aggregate

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

**5.7 Termination for Cause or Convenience.**

- 5.7.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it when such payments become due, or if it otherwise violates or fails to perform any material term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor's default.
- 5.7.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Contractor's compensation shall be equitably adjusted to compensate Contractor for all Work and services performed and expenses incurred up to the date of termination.
- 5.7.3 Upon receipt of notice of termination for default or for City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.
- 5.7.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this

Agreement shall be made as provided in Section 5.7.2 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

- 5.8 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.
- 5.9 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its board, agents and employees of any of them ("Indemnitees") from and against third-party claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees and court costs and other expenses, to the extent caused by the negligent acts, errors, or omissions of the Contractor in the performance of the Work. The Contractor's indemnification under this Section shall survive both final payment and the termination of this Agreement.
- 5.10 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To Contractor:  
CHA Consulting, Inc.  
Attn: Legal Department  
3 Winners Circle  
Albany, NY 12205

To City:  
City of Noblesville  
Attn: Andrew Murray  
16 S. 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. To the extent permitted by law, Contractor shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.
- 5.20 Successors and Assigns. City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City or the Contractor.
- 5.21 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by City.
- 5.22 Debarment and Suspension
- 5.22.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.



- 5.22.2 Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.
- 5.22.3 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.
- 5.22.4 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.
- 5.23 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.
- 5.23.1 Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 5.23, City shall require Contractor to remedy the violation not later than thirty (30) days after City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, City shall terminate the contract for breach of contract. If City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.
- 5.23.2 If Contractor employs or contracts with an unauthorized alien but City determines that terminating the contract would be detrimental to the public interest or public property, City may allow the contract to remain in effect until City procures a new contractor.
- 5.23.3 Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 5.23, Contractor may terminate its contract with the subcontractor for such violation.
- 5.23.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming

Contractors enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.

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

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

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

By: Pat R

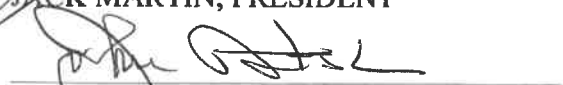
Date: 2/26/25

Printed: Patrick Rabideau


Title: Vice President

Approved by the Board of Public Works and Safety of the City of Noblesville this 11<sup>th</sup>  
day of March 2025.

  
\_\_\_\_\_  
JACK MARTIN, PRESIDENT

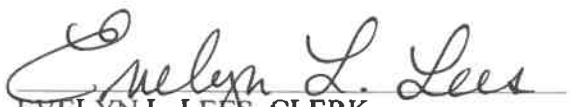
  
\_\_\_\_\_  
JOHN DITSLEAR, MEMBER

  
\_\_\_\_\_  
LAURIE DYER, MEMBER

  
\_\_\_\_\_  
ROBERT J. ELMER, MEMBER

\_\_\_\_\_  
RICK L. TAYLOR, MEMBER

ATTEST:

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

**E-Verify Affidavit**

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

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

(Contractor): CHA Consulting, Inc.

By (Written Signature): 

(Printed Name): Gregory S. Corso

(Title): Power & Manufacturing Sector President

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

STATE OF New York

SS:

COUNTY OF Albany

Subscribed and sworn to before me this 20<sup>th</sup> day of February,  
2025.

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

a. Residing in Albany County, State of New York

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

# Exhibit A



January 28, 2025

Ms. Sarah Davis  
Economic Development Manager  
City of Noblesville  
16 South 10<sup>th</sup> Street  
A206 – City Hall Second Floor  
Noblesville, Indiana 46060  
[sdavis@noblesville.in.gov](mailto:sdavis@noblesville.in.gov)

**Re: Proposal for Professional Services for the Former IDI Properties located at 407 Division Street, in the City of Noblesville, Indiana  
CHA Proposal No. X93360.000**

Dear Ms. Davis:

CHA Consulting, Inc. (CHA) is pleased to submit this proposal to provide professional engineering services relative to the former Industrial Dielectrics, Inc. property located across the five tax parcels listed below (collectively referred to as the “Site”), which total 6.566 acres, in the City of Noblesville, Indiana:

- 29-10-01-203-004.000-013
- 29-10-01-204-028.000-013
- 29-10-01-204-035.000-013
- 29-10-01-204-037.000-013
- 29-10-01-204-039.000-013

It is our understanding that the City of Noblesville has acquired the Site with the intent of preparing it for redevelopment. Based on the findings of the Phase I Environmental Site Assessment prepared by CHA December 2024, the Site and surrounding area have been utilized for industrial purposes since at least the early 1900’s. Therefore, CHA has provided the following scope of services to evaluate the Site:

## **SCOPE OF WORK (Exhibit A)**

### **Task 1 – Limited Subsurface Investigation**

As part of the limited subsurface investigation, a CHA environmental professional will oversee the installation of soil borings and temporary monitoring wells as well as install sub-slab soil vapor monitoring points across the Site, focusing on areas where historical operations were noted. Soil, groundwater, sub-slab air, and indoor air conditions will be evaluated through samples collected during this investigation as described in the following sections.

#### **Soil Borings**

CHA will obtain a drilling subcontractor and will oversee the installation of up to thirty-two (32) soil borings. Exact locations of each soil boring will be determined based on field conditions encountered. Concrete core drilling through the floor within the buildings will be required. Each soil

boring will be installed to a maximum depth of twenty (20) feet below ground surface (bgs) using hydraulic push (Geoprobe®) drilling techniques. However, the borings will typically be terminated approximately four to five feet below the groundwater table, unless contamination is identified and extends deeper, or refusal is encountered. CHA will utilize a handheld GPS to record the location of each soil boring where feasible.

At each soil boring location, soil samples will be collected continuously throughout the depth of each boring. Upon collection, each sample core will be examined by a qualified CHA environmental professional for visual and olfactory evidence of contamination and will be screened for the presence of volatile organic vapors using a photoionization detector (PID). Based on field screening results, one soil sample from each soil boring will be selected for laboratory analysis from the area exhibiting the greatest contamination or the two-foot interval above the groundwater table. Soil borings will be distributed as follows:

#### Groundwater Monitoring Wells

Eight (8) of the soil borings will be converted to temporary monitoring wells with the intent of screening and analyzing the first water bearing zone. Monitoring wells will be installed in presumed upgradient and downgradient locations focusing in areas of potential concern identified within the Phase I ESA. Handheld GPS locations will be recorded for each monitoring well, where feasible.

Each well will be constructed with one-inch diameter polyvinyl chloride (PVC) pipe and well screen. The well screens will have a slot opening size of 0.010-inches. CHA will allow each well to sit for 24-hours and collect one groundwater sample from each.

#### Soil and Groundwater Sampling

CHA will collect up to thirty-five (34) soil and eight (8) groundwater samples from the soil borings and temporary monitoring wells, respectively. Soil samples will be collected from one discrete interval exhibiting the greatest contamination, or 2 feet above the water table. Soil samples for VOC analysis will be collected via a Terracore® sampler. Groundwater samples will be collected via poly bailers, after the wells have been allowed to sit for 24-hours.

CHA personnel will don a new pair of disposable latex gloves prior to the collection of each soil and groundwater sample. All samples will be labeled and placed on ice immediately following sample collection. All samples will then be relinquished to an Indiana certified environmental laboratory under proper chain-of-custody procedures. Samples will be analyzed for the following constituents on a ten-day turnaround time:

- Volatile organic compounds (VOCs) via EPA Method 8260/5035
- Semivolatile organic compounds (SVOCs) via EPA Method 8270

In addition, 6 soil and 4 groundwater samples will be analyzed for Target Analyte List (TAL) metals via EPA Method 6010B, 4 soil and 2 groundwater samples will be analyzed for polychlorinated biphenyls (PCBs) via EPA Method 8082A, and 3 soil and 2 groundwater samples will be analyzed for per-and polyfluoroalkyl substances (PFAS) via EPA Method 1633.



Any non-disposable, down-hole equipment will be cleaned between sampling locations to prevent possible cross-contamination. After the collection of the soil samples, CHA will backfill each borehole with excess soil generated from the samples, except boreholes that are converted to monitoring wells. After collecting groundwater samples, CHA will attempt to pull the PVC from the ground or cut them at or just below grade in the rare instance they cannot be pulled, prior to backfilling the hole with bentonite chips which will be hydrated. All expendable supplies will be disposed of off-site. Concrete and asphalt patching are not anticipated nor included with this proposal.

### **Task 2 – Universal Waste Inventory**

It is our understanding that upon vacating the Site, IDI removed equipment and materials. However, to verify that universal wastes have been removed and to evaluate potential disposal costs associated building demolition/site development, CHA will perform a Universal Waste Inventory inspection via a thorough walkthrough to identify materials remaining that may require disposal as universal waste in accordance with USEPA in Title 40 of the Code of Federal Regulations (CFR) Part 273.

### **Task 3 – Summary Report**

CHA will summarize and document the investigative activities and associated results of the Subsurface Investigation and Inventory within a summary report. The report will include appropriate documentation that supports CHA's opinions, conclusions and recommendations.

### **Task 4 – Hazardous Materials Pre-Demolition Survey**

In addition to the aforementioned investigation, it is our understanding that the City of Noblesville may demolish the buildings on Site in order to prepare the property for redevelopment. CHA will retain a subcontractor licensed in the State of Indiana to perform a pre-demolition inspection. This inspection will include the collection of samples from building materials for the evaluation of asbestos containing materials (ACM) and lead based paint (LBP). A total of up to 400 ACM samples and 10 LBP samples are anticipated.

The subcontractor will prepare a detailed final report documenting field activities, sampling methodologies and interpretation of analytical results. This report will inform a hazardous materials abatement design program as appropriate.

### **Scope Assumptions**

- It must be understood that completion of the scope of services described herein does not guarantee that all areas of the subject site will exhibit the characteristics which can be inferred from the observable site conditions or analytical results. The subsurface investigation will not eliminate all uncertainty with respect to potential subsurface contamination that could be discovered by excavating the entire subject site.
- Assessment is an iterative process, and additional investigations may be appropriate after the initial response. We have not included sub-slab vapor or indoor air assessment as part of this scope of services. It is anticipated that soil and groundwater results will be utilized to provide a recommendation on whether a dedicated vapor intrusion investigation is warranted.
- CHA has assumed prevailing wage rates do not apply to this work. If prevailing wage rates are required, this proposal will be revised accordingly for all applicable services.





- CHA expects the duration of field activities to encompass no more than ten (10) full 8-hour days onsite to complete the work identified in Task 1.
- CHA will have our subcontracted drilling firm clear all public utilities through Dig Safe/UFPO. The Client or Property owner will be responsible for providing utility plans and ensuring that their utilities (including underground fill lines and piping, conduits, storm water drainage lines, etc.) are clearly marked. CHA is not responsible for damage to unknown/unmarked private utilities not identified by the Client or property owner.
- Existing power is available in the existing buildings to operate a hammer drill and use of a generator will not be required.
- CHA has included costs for the collection of the soil, groundwater and air samples for laboratory analysis in the quantities identified in Task 1. CHA makes no warranties or implies any liability regarding the presence or absence of any other chemical analytes not referenced in Task 1, above.
- CHA has assumed that the borings will be backfilled with soil cuttings and any surplus soil will be left on-site. CHA has assumed no site restoration beyond filling of the open boreholes is required. Additionally, CHA has assumed that containerization and off-site disposal of groundwater will not be required for this project.
- The turnaround time for laboratory analysis will be on a 10-business day turnaround time from the time of receipt of the samples by the laboratory. Results can be received from the laboratory sooner for an additional cost. If further expedited services are desired, CHA will prepare a revised fee proposal for approval. Expedited turn-around can be requested on a 1-day, 2-day, or 3-day, turn around for soil and groundwater, and a 3-day turn around for air. Expedited samples are marked up as follows:
  - 3-day: 50%
  - 2-day: 75%
  - 1-day: 100%
- CHA has not included quality assurance/quality control (QAQC) samples or data validation into this scope of work.
- Information gathered during this investigation will not be specifically useful for geotechnical engineering purposes.

### **SCHEDULE (Exhibit B)**

Due to the availability of the driller, CHA can be prepared to commence field work as early as the week of February 17th, upon authorization of the above scope. It is anticipated that field work will be completed in ten (10) days. Samples will be analyzed within 10-business days from receipt of the samples at the laboratory. CHA will prepare and submit the letter report (Task 3) within three (3) weeks from receipt of the analytical data. It is anticipated that the hazardous building materials report will be prepared within this time frame and will be provided to the City immediately upon receipt and review.

### **FEES (Exhibit C)**

CHA proposes to be compensated for the services described herein on a lump sum basis estimated in the amount of \$118,500. The breakdown of costs by task is provided below:






<b>Task</b>	<b>Fee</b>
<b>1. Subsurface Investigation</b>	<b>\$84,800</b>
<i>CHA Labor &amp; Direct Expenses</i>	<i>\$33,100</i>
<i>Drilling</i>	<i>\$33,800</i>
<i>Laboratory Analyses</i>	<i>\$17,900</i>
<b>2. Universal Waste Inventory</b>	<b>\$3,000</b>
<b>3. Summary Report</b>	<b>\$7,000</b>
<b>4. Hazardous Materials Pre-Demo Survey</b>	<b>\$23,700</b>
<b>Total All Tasks</b>	<b>\$118,500</b>

If the conditions of this proposal are in keeping with your expectations, please sign the attached agreement.

We appreciate the opportunity to submit this proposal for this important project. If you have any questions, please do not hesitate to contact Samantha Miller at (315) 257-7154 or [smiller@chasolutions.com](mailto:smiller@chasolutions.com), or Keith Ziobron at (678) 405-3125 or [kziobron@chasolutions.com](mailto:kziobron@chasolutions.com).

Sincerely,



Samantha J. Miller, P.E.  
Senior Engineer V



Keith Ziobron, P.E.  
Associate Vice President

Attachment: Agreement for Professional Services

cc: Kayla Robinson  
Andy Hahn

SJM/kz  
V:\Proposals\_Quals\Advanced Energy\Proposal\_25\Environmental & Sustainability\X93360\_City of Noblesville IN\_Environmental Phase II Svcs\2025-01-28\_City of Noblesville Phase II & Pre-Demo Services\_r1.docx



## CHA

### AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this 28th day of January 2025, by and between CHA Consulting, Inc., with its principal place of business at 3 Winners Circle, Albany, New York 12205 (hereinafter “CHA”) and City of Noblesville, Indiana with an office located at 16 South 10<sup>th</sup> Street, A206 – City Hall Second Floor, Noblesville, Indiana 46060 (hereinafter “Client”).

Client and CHA, for the consideration hereinafter set forth, hereby agree as follows:

#### **1. Services of CHA**

(a) CHA agrees to provide the professional services described in Exhibit A (hereinafter the “Services” – see text noted as Exhibit A in the letter dated 1/28/25 which transmitted this agreement) and incorporated herein with respect to the project located at 407 Division Street (hereinafter the “Project”).

(b) Any activities or Services not included within the scope of the Services will be considered “Extra Services” and will require additional compensation.

(c) CHA is responsible for the professional quality, technical accuracy, timely completion and coordination of all designs, drawings, specifications, reports, and other services furnished by CHA under this Agreement. CHA shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its design, drawings, specifications, reports and other services, unless such corrective action is directly attributable to deficiencies in Client-furnished information. In the case of an omission, CHA shall be responsible only for the additional cost, if any, compared with what the cost of work would have been if it were included in the initial estimates of cost.

#### **2. Schedule of Services**

CHA shall use reasonable diligence and expediency consistent with sound professional practices to complete the Services in a timely fashion so as to meet Client’s requirements. If Client requests significant modifications or changes in the scope or requests Extra Services, the time for performance shall be correspondingly adjusted. If the parties have agreed to a specific Project schedule and specific milestone dates, such information shall be set forth in Exhibit B (see text noted as Exhibit B in the letter dated 1/28/25 which transmitted this agreement).

#### **3. Responsibilities of Client**

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

(b) Client shall provide all criteria and full information as to the Client’s requirements for the Project; designate a person to act with authority on the Client’s behalf in respect to all aspects of the Project; examine and respond promptly to CHA’s submittals; and give prompt written notice to CHA whenever the Client observes or otherwise becomes aware of any defect in the work.

(c) Client shall notify CHA promptly of all known or suspected Hazardous Material at the site, of any contamination of the site by Hazardous Materials, and of any other conditions requiring special care, and provide CHA with any available documents describing the nature, location and extent of such materials, contamination or conditions.

**4. Compensation**

(a) As compensation for the performance of the Services, Client shall pay CHA its fees and expenses in accordance with Exhibit C (see text noted as Exhibit C in the letter dated 1/28/25 which transmitted this agreement).

(b) Client shall reimburse CHA for any application and/or permit fees paid for securing approval of authorities having jurisdiction over the Project.

(c) Invoices will be rendered monthly for Services performed and expenses incurred during the previous month. Supporting documentation and additional detail will be provided upon Client's request. Payments are due at the address appearing on the invoice within 30 days following the invoice date. Invoices not paid within 30 days will accrue interest from the 31<sup>st</sup> day at the rate of 1% per month (12% per annum). Any late payment will be applied first to interest and then to the oldest outstanding balance due. If Client contests an invoice, Client may withhold only the contested portion and must timely pay the undisputed portion.

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

**5. Termination**

(a) This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party substantially fail to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Client's failure to make payments when due for Services and expenses shall be deemed a material failure permitting CHA to terminate this Agreement.

(b) In the event of termination of this Agreement not caused by the fault of CHA, CHA shall be compensated for Services performed and expenses incurred prior to the date of termination along with all reasonable and necessary expenses attributable to such termination.

**6. Suspension**

If CHA fails to receive payment when due for Services and expenses, CHA may, upon seven (7) days written notice to Client, suspend performance of the services without further notice. Upon a suspension of Services, CHA shall have no liability to the Client for delay or damage caused by such suspension.

**7. Estimates of Costs and Schedules**

CHA's estimate of construction costs and schedules are for budget and planning assistance purposes only. Cost and schedule estimates are based on CHA's professional judgment of the requirements known at the time of the Agreement. Accordingly, CHA does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluation or studies submitted by CHA to Client.

**8. Relationship of Parties**

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

**9. Use of Documents**

All documents produced by CHA pursuant to this Agreement are instruments of service and shall remain CHA's property. Submission or distribution of any said instruments of service to meet statutory or regulatory requirements or for other purposes in connection with the Project shall not constitute publication or otherwise affect CHA's reserved rights with respect to said documents. Provided that the Client meets its obligations under this Agreement including, but not limited to, payment, CHA shall grant to the Client a

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

**10. Designated Representative**

Both parties shall designate specific individuals to act as their respective representatives for this Project. Such individuals shall have authority to transmit instructions, receive information and render decisions relative to the Project on behalf of each respective party.

**11. Standard of Care**

The standard of care for all professional engineering and related Services performed or furnished by CHA under this Agreement will be the care and skill ordinarily used by the members of CHA's profession practicing under similar conditions at the same time and in the same locality. There are no expressed or implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, not specified herein.

**12. Jobsite Safety**

Neither the professional activities of CHA, nor the presence of CHA or their employees and/or sub-consultants at the construction site, shall relieve Client and any other entity 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. CHA and their personnel have no authority to exercise any control over any construction contractor or entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the contractor(s) is solely responsible for jobsite safety and warrants that this intent shall be made evident in the Client's Agreement with the contractor(s). The Client also agrees that CHA and CHA's consultants shall be indemnified by the contractors and shall be named as additional insureds under the contractor's general liability insurance policy.

**13. Test Results**

Test results apply only to materials actually tested and represent the condition of the tested material only at the time of testing. There are no expressed or implied warranties made or intended by CHA as to the applicability of test results for other than our purposes for preparation of the study or for any time beyond the actual field and laboratory testing. Unless otherwise stated in writing, the Client assumes responsibility for determining whether the quantity and the nature of the services ordered is adequate and sufficient for the Client's intended purposes.

**14. Insurance**

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

(b) Upon reasonable notice, Client shall provide CHA with copies of the certificates of insurance necessary to demonstrate that all contractors, subcontractors, independent contractors and others on the site

have appropriate insurance coverage, including but not limited to commercial general liability, worker's compensation, disability and, where applicable, professional liability coverage.

**15. Indemnification**

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

**16. Limitation on Liability**

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

**17. Assignment of Rights**

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

**18. Use of Subconsultants**

CHA may use independent professional associates, consultants or subcontractors in the performance of a portion of the Services.

**19. Third Party Beneficiary**

The Services to be performed by CHA are intended solely for the benefit of Client and no benefit is conferred on, nor any contractual relationship established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on CHA's performance of its Services hereunder. No right to assert a claim against CHA, its officers, employees, agents or consultants shall accrue to any third party as a result of this Agreement or the performance or non-performance of CHA's Services hereunder.

**20. Waiver of Consequential Damages**

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

**21. Mediation**

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

**22. Electronic Media**

Data, words, graphical representations and drawings that are stored on electronic media such as computer disks and magnetic tape, or which are transmitted electronically, may be subject to uncontrollable alteration. Client agrees it may only justifiably rely upon the final hardcopy materials bearing the consultant's original signature and seal.

**23. No Waiver**

No waiver by CHA or Client of any power, right or remedy hereunder or under applicable law with respect to any event or occurrence shall prevent the subsequent exercise of such power, right or remedy with respect to any other or subsequent occurrence.

**24. Severability and Reformation**

Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

**25. Integration & Amendments**

This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters. This Agreement shall not be amended, modified, supplemented or rescinded in any manner except by written agreement executed by the parties.

**26. Force Majeure**

CHA shall not be liable for any failure to perform or delay in the performance of the Services due to circumstances beyond its control, including, but not limited to: (1) strikes, lockouts, work slowdowns or stoppages; (2) Acts of God; or (3) failure of Client to furnish information in a timely manner.

**27. Choice of Law/Jurisdiction**

This Agreement shall be governed by and construed in accordance with the law of the state where the project is located.

**28. No Personal Liability**

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

**29. Notices**

Any and all notices provided for under this Agreement shall be in writing and shall be deemed to have been sufficiently given if personally delivered or if mailed, postage prepaid, by certified or return receipt

requested mail addressed to the parties at the addresses set forth above in the preamble. Notice given by certified mail shall be deemed complete on the third business day after mailing.

**30. Representations**

Each party represents and warrants to the other that:

- (a) It is duly organized and validly existing in the jurisdiction of its organization and has all the necessary power and authority to execute, deliver and perform this Agreement.
- (b) The execution, delivery and performance of this Agreement has received all necessary partnership, corporate or other approvals, and does not conflict with any law, regulation, order, contract or instrument to which such party is bound.
- (c) The individual signing on its behalf is duly authorized to execute this Agreement to legally bind such party.

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

**CHA**

**CLIENT**

<b>By</b> _____	<b>By</b> _____
<b>Name</b> <u>Keith Ziobron, P.E.</u>	<b>Name</b> _____
<b>Title</b> <u>Senior Project Manager II</u>	<b>Title</b> _____
<b>Date:</b> <u>January 28, 2025</u>	<b>Date:</b> _____



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

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

**COVERAGES**      **CERTIFICATE NUMBER: 1529752773**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	630-7E170386	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
D	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		810-4S407410	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP-4S639836	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB-4S429322	8/1/2024	8/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability & Pollution		47-EPP-308429-06	8/1/2024	8/1/2025	Per Claim Limit \$6,000,000 Aggregate Limit \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 All coverages are in accordance with the policy terms and conditions. If AI box is checked, GL Endorsement Form #CGD604, Auto AI #CAT499 to the extent provided therein applies and all coverages are in accordance with the policy terms and conditions.  
 Certificate Holder shall be listed as additional insured with respect to general liability where required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Jared Maxwell*

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**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. 250084**

**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:**

<b>DATE</b> 02/10/2025		<b>DEPARTMENT</b> ECO DEVO/PGMS&PROJ			<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>
101016310.100	1.0		PHASE II SERVICE AGREEMENT	016.2502	118500.00	118500.00


<b>SHIP VIA</b>	<b>TOTAL</b> 118500.00
-----------------	---------------------------

**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 98, 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**

## Funding Verification/Encumbrance Request Form

Date to be submitted to BoW / Park Board: 02/25/25 (put N/A if not submitting to BoW/Park Board)

Vendor name: CHA Consulting Inc. 963

Vendor Address: 3 Winners Circle, Albany, NY 12205

Brief description of purchase: \_\_\_\_\_

**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 #	101
Department #	016
Project # (NA if no project #)	016.2502

	Expense Object #	Amount
#1	310.100	\$ 118,500.00
#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)

Andrew Murray

(Printed Name)

2/6/25

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

PO # (If applicable): 250084

OFA Signature Caitlin Kesner

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

Initials: aa

Date: 02/10/25

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p><b>CHA Consulting, Inc.</b></p>	
	<p><b>2</b> Business name/disregarded entity name, if different from above.</p>	
	<p><b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor    <input checked="" type="checkbox"/> C corporation    <input type="checkbox"/> S corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____</p> <p><small>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p><b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/></p>	
	<p><b>5</b> Address (number, street, and apt. or suite no.). See instructions.</p> <p><b>3 Winners Circle</b></p>	<p>Requester's name and address (optional)</p>
	<p><b>6</b> City, state, and ZIP code</p> <p><b>Albany, NY 12205-1161</b></p>	
	<p><b>7</b> List account number(s) here (optional)</p>	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
-			-						
or									
<b>Employer identification number</b>									
1	6	-	0	9	6	6	2	5	9

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date <b>2/7/25</b>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they