



Board of Public Works and Safety

Agenda Item

Cover Sheet

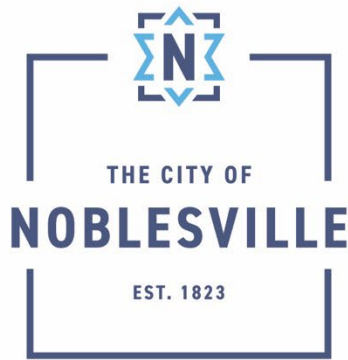
MEETING DATE: January 23, 2024

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

ITEM #: 6

INITIATED BY: Sarah Davis

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



TO: NOBLESVILLE BOARD OF PUBLIC WORKS AND SAFETY

FROM: SARAH DAVIS – ECONOMIC DEVELOPMENT ADMINISTRATIVE MANAGER

SUBJECT: ANOVA 2024 SCOPE OF WORK – SERVICE AGREEMENT

DATE: JANUARY 23, 2024

Beginning in 2022, the Economic Development department partnered with Anova to hire an owner's technical representative to oversee the completion of the Federal Hill Garage project on behalf of the City. The attached scope of work is a continuation of their services that will carry through the completion of the project. Our plan is to use funds remaining (\$47,735) on our previous purchase order 230008 to cover the (\$37,030) to complete this project. We ask the Board today to approve the services agreement.

Attachments:

1. Professional Service Agreement
2. Anova Scope of Work
3. Certificate of Insurance
4. PO 230008 and FVF

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 **Anova, LLC** (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 **Attachment A- Anova Proposal dated January 3, 2024** 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 **Attachment A**, attached hereto and incorporated into this Agreement. Contractor shall provide City monthly invoices, itemized by hourly work.

SECTION III. TERM

- 3.1 The term of this Agreement shall begin upon execution and terminate December 31, 2024, ("Termination Date") unless terminated earlier in accordance with this Agreement.

SECTION IV. COMPENSATION

- 4.1 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in Attachment A. Compensation shall not exceed thirty-seven thousand and 30/100 dollars (\$37,030).
- 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 period 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. 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 Per Accident
Coverage Details	All owned, non-owned, & hired vehicles

C. Workers Compensation and Employer's Liability

As required by Indiana law.

D. Professional/Errors & Omissions Liability

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

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

5.7 Termination for Cause or Convenience.

- 5.7.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it in accordance with its written agreements, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then provided Contractor fails to cure such default upon 10 days prior written notice from the City, City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor's default.
- 5.7.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Contractor's compensation shall be equitably adjusted.
- 5.7.3 Upon receipt of notice of termination for default or for City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.
- 5.7.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 5.8.1 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

- 5.8 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any

time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received; provided however, City shall pay Contractor for services rendered prior to termination. City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

- 5.9 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its board, agents and employees of any of them (“Indemnitees”) from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees and court costs and other expenses, arising out of or resulting from any negligent acts, errors, or omissions by the Contractor. 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:
Anova, LLC
Attn: Tim Isle
905 North Capitol Ave, Ste 100
Indianapolis, IN 46204

To City:
City of Noblesville
Attn: Economic Development
16 S. 10th Street
Noblesville, IN 46060

Courtesy Copy:
Kristin L. Altice, Esq.
902 N. Capitol Ave
Indianapolis, IN 46204

Courtesy Copy:
City Attorney
16 S. 10th 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. N/A
- 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 5.24, 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 5.24, Contractor may terminate its contract with the subcontractor for such violation.

5.23.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Contractor's enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.

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

ANOVA, LLC ("Contractor")

By: Tim Isle

Date: 1/10/2024

Printed: Tim Isle

Title: President

City of Noblesville

By: Chris Jensen

Date: 01/17/2024

Printed: Chris Jensen

Title: Mayor

E-Verify Affidavit

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

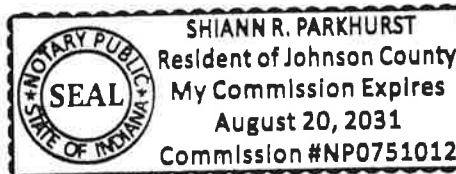
The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to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

(Contractor): ANOVA LLC
By (Written Signature): [Signature]
(Printed Name): Tim Isle
(Title): President

Important - Notary Signature and Seal Required in the Space Below

STATE OF IN
COUNTY OF _____

SS:



Subscribed and sworn to before me this 10TH day of January, 2024.

My commission expires: 8/20/2031 (Signed) [Signature]

a. Residing in JOHNSON County, State of IN



EXHIBIT A

Proposal basis of current agreement: January 14, 2021 and November 9, 2022
This extension proposal: **January 3, 2024**

Andrew P. Murray
Assistant Director – Economic Development
City of Noblesville, IN
16 S. 10th Street
Noblesville, IN 46060

Re: Owner's Representative Services for the Federal Hill Apartments

Dear Andrew,

Anova is pleased to provide you with our proposal to extend our Owner's Technical Representative (OTR) Services for the Federal Hill Apartments project on a time and material basis Not-to-Exceed (NTE) amount of **\$37,030**. This budget is based on the remaining balance of the previous one-year extension (January 2023 through December 2023), at part-time engagement (approximately 10-15 hours per week). See attached breakdown of budget. 2023 funding of \$175,000 based on our November 9, 2022 proposal remains in place for the remainder of 2023 calendar year labor. This proposal carries over the remaining funding for calendar year 2024.

The extended OTR Services will be consistent with the role as it is currently being performed, generally following the project oversight guidelines below, as applicable.

PROJECT MANAGEMENT

- PM (Regular On-site Review)
 - » Budget tracking
 - » Schedule Tracking
 - » Issue/Risk Tracking
 - » Construction Quality Assurance
 - » Status Reporting
- Identify Outstanding Issues
 - » Sources
 - Weekly Meetings
 - Correspondence
 - Memorandum
 - Requests for Change
 - Performance Reports
 - Status Reports





- Schedule Updates
- Evaluate Potential Impact, Action Required, Assign Sponsor, Team Member, and Assign Drop Dead Date for Resolution
 - » Define the exact scope of each issue and determine what and how it will affect the overall project
 - » Determine what action is required to resolve each issue
 - » Determine who is responsible for resolving each issue
 - » Perform “What-if” schedule impact analyses to determine impacts to the overall schedule, cost, scope, and quality of the project
- Track information concerning:
 - » Issue number, title, type, category, status, priority, submitted by, issue date, and date assigned
- Change Request (if applicable):
 - » To change Management Process
 - » Identify Alternatives
 - » Update Issue Tracking System & Communicate Status to Team Members
 - » Review Issue Resolution with Sponsor, Team Members, and Team Leaders
 - » Manage Outstanding Issues
 - » Issue Identification Reports
 - » Issue Investigation Reports
 - » Issue Tracking Reports
 - » Issues Management Log
 - » Report on Issues Submitted and Issues Approved
- Request for Payment
 - » Resolve any Open Issues/Change Orders
 - Contract Files
 - Final Written Notice of Contract Completion
- Coordinate all activities associated with the identification of all bidders
- Coordinate activities associated with conducting Due Diligence to analyze contractor capacity, competency, and capability
- Coordinate all activities associated with the review of qualification statements from interested bidders
- Assist client in all activities associated with direct selection of contractor(s)
- Assist client in all activities associated with contract negotiation
- Coordinate all activities associated with the distribution of bidding and proposal documents
- Coordinate all activities associated with the handling of bid inquiries and addenda. This includes:
 - » Holding a pre-bid conference
 - » Recording all bid document inquiries
 - » Receiving and responding to questions from bidders
 - » Clarifying or interpreting bidding documents





- » Review and advise on alternates or substitutions proposed by bidders
- » Preparing and issuing supplementary information or addenda as necessary
- Coordinate all activities associated with handling bid proposal evaluations
- Coordinate all activities associated with the handling of contract negotiation and award.
This includes:
 - » Notifying successful bidder of acceptance and basis of acceptance
 - » Assisting in issuing a letter of intent
 - » Assisting with contract negotiation with the successful bidder
 - » Requesting and receiving the submission of post-bid information
 - » Assisting in preparation of construction contract
 - » Assisting with preparation and coordination of separate prime contracts
 - » Assisting in the execution of the construction contract

PROJECT TIME/SCHEDULE MANAGEMENT

The Project Manager will lead the management of all activities associated with:

- Managing the variables that affect schedule and cost
- Regularly or as needed, provide timely reporting on the latest project time management to the Owners, within reason
- Defining and refining the project and implementation of the overall schedule
- Alerting project authorities of possible problem and delays, which may arise to monitor timely action to mitigate the problem
- Monitoring site activities concerning the latest approved schedules
- Compilation of project performance deliverables/requirements
- Coordinating project works progress tracking
- Communicating on expectations to the entire project team taking a proactive approach to ensure that the project schedule is up to date
- Taking corrective action when needed to ensure the client's required delivery dates are respected
- Reviewing execution schedules submitted by Contractors for conformity with master schedule and contract documentation
- Continuously monitoring the project's progress
- Identifying actual and potential variances between the work on site and project schedule and take action to eliminate the risk of delay
- Preparing monthly project report and written narrative based on authorized schedule and progress of work to date
- Identifying the project critical path





COST MANAGEMENT

Project Cost Management includes the processes required to ensure that the project is completed within the approved budget.

- Preparation of tender document by formulating general/special terms and conditions of contracts in consultation with the Owner.
- Ensuring accurate budget forecasting
- Ensuring proper initial estimate/budget allocation
- Providing corrective actions that lead to cost-effective solutions
- Reviewing the preliminary project estimates
- Identifying variances and causes and alarm cost overruns
- Reviewing cash flow projections submitted by the contractor for field works
- Providing consultation and preparing budgets for the construction of the Project
- Reviewing each contractor accounting for construction cost and check each contractor's invoices for stage of completion of the invoiced work
- Taking actions as may be necessary or desirable to have the project completed as efficiently and safely possible, having regard to budgetary limits
- Determination of appropriate contingency for the project budget

DOCUMENT ADMINISTRATION QUALITY MANAGEMENT

- Manage all activities associated with an arrangement for appropriate representatives to attend a demonstration(s) of systems
- Manage activities associated with obtaining appropriate records of demonstration(s). This includes:
 - » Arranging for turnover of applicable operating instructions
- Manage all activities associated with the verification of substantial performance. This includes:
 - » Receiving from the contractor application for Certificate of Substantial Performance
 - » Receiving from the contractor a list of items to be completed or corrected
 - » Performing site review for substantial performance
 - » Reviewing site review findings in relation to contract and lien legislation
 - » Notifying contractor if substantial performance not certified and provide reason
- Manage all activities associated with obtaining and reviewing required documents for release for basic holdback. This includes:
 - » Issuing of certification for payment for release of hold back
- Manage all activities associated with assisting the client in obtaining occupancy permit if required or requested
- Confirm completion of all activities associated with obtaining from the contractor:
 - » Warranties
 - » Certifications of inspections
 - » Equipment manuals





- » Workers compensation certificate
- » Operating instructions
- » Statutory declaration documents
- » Keying schedules
- » Maintenance stock
- » As-built drawings
- » Other specified items
- Manage all activities associated with verification of completion. This includes:
 - » Receiving from contractor application for statement of completion
 - » Carrying out site visit for completion
 - » Reviewing findings in relation to contract and lien legislation and notifying contractor if the project is found to be not complete and reasons
 - » Issuing statement of completion
 - » Receiving Contractor's written notice of total completion
 - » Issuing certificate for payment for holdback for finishing work
 - » Performing final site visit and issuing a final site visit report
 - » Receiving from contractor final application for payment and issuing a final certificate for payment to the Contractor
 - » Prepare record drawings if required
 - » Advising professional liability insurer of project completion date where required
 - » Correction of punch list item
 - » The Project Manager will coordinate periodic project quality checks
 - » Ensure detailed monitoring and correction of finished works/parts related to master construction program
 - » Work closely with the design team/client to include where possible to incorporate all future facility user fit-out within the construction schedule
 - » Ensure that contractors prepare and submit operating and maintenance manuals
 - » Ensure that as-built drawings in both hard and electronic versions are provided by the contractors and coordinated by the design team

QUALITY MANAGEMENT

- Review Plans, Specs, Industry Standards and Manufacturers Recommended Installation instructions to verify contractor compliance
- Review RFI's, submittals and all other project documentation
- Prepare Project specific checklists to be executed during audits
- Inspect and close all quality items when satisfactory corrections are completed
- Conduct weekly quality audits using Procore Software
- Distribute weekly open items list to responsible contractors for correction





CONSTRUCTION QUALITY MANAGEMENT

- Develop a construction project quality program in alignment with Section 01440 Construction Quality Specification
- Execute and administer the project quality program including, but not limited to the following activities:
 - » Review Plans, Specs, Industry Standards, and Manufacturers Recommended Installation Instructions to verify compliance.
 - » Review RFI's, submittals and all other project documentation to be incorporated into the quality of the installation
 - » Prepare Project specific checklists to be executed during audits
 - » Conduct daily quality audits
 - » Communicate all discrepancies to for review in draft form
 - » Participate in meetings as directed

RATES AND SERVICES (Includes overhead and per diem)

LABOR			
POSITION	MH's	BILL RATE	TOTAL
Shaun Barcelow, OTR Project Manager	264.5	\$140.00	\$37,030
CONTINGENCY			
Additional manhours or SME engagement	Covered by line item above, if needed		\$0.00
TOTAL			\$37,030

We are very happy about the opportunity to continue working with the City of Noblesville team on this exciting project. Should you have any questions or wish to discuss this in greater detail, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Isle", written over a light blue circular background.

Tim Isle
President



ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

1/10/2024

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 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER EPIC Insurance Midwest P.O. Box 80159 Indianapolis, IN 46280	CONTACT NAME: Christopher Ensminger PHONE (A/C, No, Ext): 317-706-9594 FAX (A/C, No): E-MAIL ADDRESS: christopher.ensminger@epicbrokers.com														
INSURED Anova, LLC dba Anova Technical Services 905 N. Capitol Avenue, Suite 100 Indianapolis, IN 46204	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Nat'l Union Fire Ins Co Pittsburgh PA</td> <td>19445</td> </tr> <tr> <td>INSURER B : The Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER C : New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER D : Travelers Property Casualty Co of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER E : National Trust Insurance Company</td> <td>20141</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Nat'l Union Fire Ins Co Pittsburgh PA	19445	INSURER B : The Cincinnati Insurance Company	10677	INSURER C : New Hampshire Insurance Company	23841	INSURER D : Travelers Property Casualty Co of Amer	25674	INSURER E : National Trust Insurance Company	20141	INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

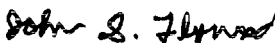
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	3118753	09/01/2023	09/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	CA10008702800	09/01/2023	09/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			EXS0588338	09/01/2023	09/01/2024	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	011326634	09/01/2023	09/01/2024	<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
D	Leased & Rented Equipment			QT6609K051449TIL23	09/01/2023	09/01/2024	\$1,000,000 Per Item \$2,500 Deductible

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

General Liability policy provides Additional Insured status including Completed Operations and Waiver of Subrogation if required by written contract. The General Liability policy is Primary and Non-Contributory if required by written contract. The Auto Liability policy provides Additional Insured status and Waiver of Subrogation if required by written contract, and is primary and noncontributory if required by written contract. The Workers Compensation policy provides a Waiver of Subrogation if required by written contract (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of Noblesville 16 South 10th Street Noblesville, IN 46060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

and permitted by state law. Umbrella follows form. General Liability provides 30 Day Notice of Cancellation
(10 Day Notice for Nonpayment of Premium.)

Funding Verification/Encumbrance Request Form

Date to be submitted to BoW / Park Board: 1/10/23 (put N/A if not submitting to BoW/Park Board)

Vendor name: Anova

Vendor Address: 5580 905 N. Capitol Ave. Suite 100 Indianapolis, IN 46204

Brief description of purchase: The City of Noblesville has negotiated terms with Anova

Source of Funding:

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

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.

Fund #	101
Department #	016
Project # (NA if no project #)	016-2101

	Expense Object #	Amount
#1	390.100	\$ 175,000.00
#2		
#3		
#4		
#5		

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)

12/20/22

(Date)

Please email completed form to 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)

PO # (if applicable): 230008

OFA Signature



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

Comments: Set up 2023 PO when the new year is activated on accounting system.

Initials: HT

Date: 1/6/23

PURCHASE ORDER
CITY OF NOBLESVILLE
16 SOUTH 10TH STREET STE 270

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. 230008

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

SHIP TO:

TO
VENDOR # 5580
ANOVA LLC
905 N CAPITOL AVENUE
SUITE 100
INDIANAPOLIS IN 46204

ATTN:

DATE 01/06/2023		DEPARTMENT ED		SHIP TO ARRIVE BY		
APPROPRIATION NUMBER	QUANTITY	UNIT	DESCRIPTION	PROJECT #	UNIT PRICE	AMOUNT
101016390.100	1.0		NEGOTIATED AGREEMENT	016.2101	175000.00	175000.00

SHIP VIA

TOTAL

175000.00

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

ORIGINAL - VENDOR'S COPY