

**SERVICES AGREEMENT BETWEEN
THE CONSOLIDATED CITY OF INDIANAPOLIS AND MARION COUNTY-DEPARTMENT
OF METROPOLITAN DEVELOPMENT
AND
SHREWSBERRY & ASSOCIATES LLC**

This Services Agreement ("Agreement"), entered into by and between the **Consolidated City of Indianapolis and Marion County Department of Metropolitan Development ("City")** and **SHREWSBERRY & ASSOCIATES LLC ("Contractor")**, 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

- 1.01 The "Agreement", as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include these Terms and Conditions, the Attachments described in Sections II and IV and attached hereto, all addenda issued prior to receipt of RFPs, quotes, or bids, whether or not receipt thereof has been acknowledged by Contractor, all conditions, plans, specifications and standards, instructions and notice to vendors, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.
- 1.02 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.
- 1.03 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.
- 1.04 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.
- 1.05 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

- 2.01 Contractor shall provide services as specified in Attachment A, Scope of Services, attached hereto and incorporated into this Agreement.

SECTION III. TERM

- 3.01 The term of this Agreement shall begin upon execution date of this Agreement by all parties and shall terminate on **December 31, 2026**, unless terminated earlier in accordance with this Agreement.
- 3.02 This Agreement may be renewed or amended by agreement of parties. An amendment or renewal shall be only by written instrument signed by both City and Contractor and attached hereto as an amendment. All other terms and conditions of the Agreement shall remain the same as set forth herein.

SECTION IV. COMPENSATION

- 4.01 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 at the rates set forth in Attachment B, attached hereto and incorporated herein. However, in no event shall compensation for services under this Agreement exceed four hundred thirty-five thousand six-hundred seventy-four dollars (**\$435,674.00**).
- 4.02 Contractor shall submit a properly itemized invoice for services performed and expenses incurred under this Agreement and shall cooperate with and provide any other necessary information to City. City will pay Contractor within thirty (30) days after receipt of such properly itemized claim forms.

SECTION V. GENERAL PROVISIONS

- 5.01 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the Consolidated City of Indianapolis and/or Marion County. 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.
- 5.02 Subcontracting.
- 5.02.1 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.

5.02.2 Prompt Subcontractor Payment-Contractor shall pay subcontractors and suppliers funds due from previous progress payments within fifteen (15) business days of receipt of payment from the City. During the term of this Agreement and upon completion of this Agreement, the City may request documentation to certify payments to subcontractors and suppliers, and Contractor shall provide such documentation within fourteen (14) days of such request.

5.02.3 Minority, Women, Veterans, and Disability-Owned Business Enterprise Participation - To the extent Contractor uses subcontractors or other agents in the performance of services under this Agreement, Contractor shall either:

- (a) Use, at a minimum, fifteen percent (15%) Minority Business Enterprises, eight percent (8%) Women's Business Enterprises, three percent (3%) Veteran's Business Enterprises, and one percent (1%) Disability-Owned Business Enterprises in the performance of services under this Agreement; or
- (b) Demonstrate a good faith effort to achieve such percentages, in compliance with the policies and to the satisfaction of the City of Indianapolis Department of Minority & Women Business Development.

Contractor shall also comply with the requirements and be subject to the penalties for non-compliance referenced in the Consolidated City of Indianapolis and Marion County MBE/WBENBE/DBE Business Utilization Plan found at <https://www.indy.gov/activity/certify-your-minority-women-veteran-disabled-owned-business> and in Article IV of Chapter 202 of the Revised Code of the Consolidated City and County which are hereby incorporated by reference into this Agreement.

Failure of Contractor to comply with this section shall constitute a breach of this Agreement.

5.03 Necessary Documentation. Contractor certifies that it will furnish City, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of the City of Indianapolis, the County of Marion, other units of local government, the State of Indiana, and the United States. Contractor further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this Agreement. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

5.04 Confidentiality.

5.04.1 The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Contractor understands that the information provided to it or obtained from City during the performance of its services is confidential and may not, without prior written consent of City, be disclosed to a person not in City's employ except to employees or agents of Contractor who have a need to know in order to provide the services. Further, Contractor's work product generated during the performance of this Agreement is confidential to City. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. Confidential information shall not include information, that: (a) was known by Contractor at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Contractor; (c) is made known to Contractor by a third person who does not impose any obligation of confidence on Contractor with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or court order whereupon Contractor shall provide notice to City prior to such disclosure; or (e) information that is independently developed by Contractor without references to the confidential information.

5.04.2 Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, City that is required to be kept confidential by City pursuant to Indiana law except as contemplated by Section 5.04.1(d), above.

5.04.3 Contractor acknowledges that City will not treat this Agreement as confidential information and will post the Agreement on the City of Indianapolis website as required by Section 141-105 of the Revised Code of the Consolidated City of Indianapolis and Marion County. Use by the public of any document or the information contained therein shall not be considered an act of City.

5.05 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 and for three (3) years from the date of final payment under this Agreement for inspection by City or any other authorized representative of the City of Indianapolis, Marion County, Indiana. Copies thereof, if requested, shall be furnished at no cost to City.

5.06 Ownership.

5.06.1 "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.

5.06.2 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.

5.06.3 Contractor shall retain all rights in and to its know-how, methods, techniques, discoveries, concepts, and ideas, whether patentable or not, and whether possessed by Contractor prior to or acquired by Contractor during the performance of this Agreement. Contractor also shall retain all rights in and to all works of authorship fixed in a tangible medium of expression which were made, created or acquired by Contractor prior to the effective date of this Agreement ("Pre-Existing Works"), provided that a listing of such Pre-Existing Works is attached to this Agreement.

5.07 Insurance. Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and City from the claims set forth below which may arise out of or result from Contractor's operations under this Agreement, whether such operations be by Contractor or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

- 1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
- 2) Claims for damages because of bodily injury and personal injury, including death, and;
- 3) Claims for damages to property.

Contractor's insurance shall be not less than the amounts shown below:

A. Commercial General Liability (Occurrence Basis)

Bodily Injury, personal injury, property damage, Contractual liability, product/completed operations	
Each Occurrence Limit Damage	\$1,000,000.00
to Rented Premises	\$100,000.00 (each occurrence)
Medical Expense Limit	\$5,000.00
Personal and Advertising Injury Limit	\$500,000.00
General Aggregate Limit	\$2,000,000.00 (Other than Products Completed Operations)

NOTE: GENERAL AGGREGATE TO APPLY PER PROJECT

Products/Completed Operations	\$1,000,000.00
B. Auto Liability	\$1,000,000.00 (combined single limit) (owned, hired & non-owned)
C. Excess/Umbrella Liability	\$1,000,000 (each occurrence and aggregate)
D. Worker's Compensation	Statutory
E. Employer's Liability	
Bodily Injury Accident	\$100,000 each accident
Bodily Injury by Disease	\$100,000 each employee
Bodily Injury by Disease	\$500,000 policy limit
F. Professional Liability	\$1,000,000 each occurrence \$2,000,000 aggregate

5.07.1 Certificates of Insurance, naming the Consolidated City of Indianapolis and Marion County as an "additional insured," (A, B, and C, only) showing such coverage then in force (but not less than the amount shown above) shall be filed with City prior to commencement of any work. The coverages afforded under the policies shall not be cancelled or not renewed until at least thirty (30) days after written notice has been given to City. Upon cancellation, Contractor shall obtain a new insurance policy in accordance with Section 5.07 of this Agreement and send a copy of the new policy to the City.

5.07.2 With the prior approval of City, Contractor may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Contractor shall be responsible for all deductibles.

5.07.3 Nothing in the above provisions shall operate as or be construed as limiting the amount of liability of Contractor to the above enumerated amounts.

5.08 Termination for Cause or Convenience.

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

5.08.2 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.

5.08.3 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.

5.08.4 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 5.08.2 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

5.09 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.

- 5.10 **Indemnification.** Contractor agrees to indemnify, defend, and hold harmless the City of Indianapolis, Marion County and their respective officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission or breach of any provision of this Agreement by Contractor or any of its officers, agents, employees or subcontractors regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder:

Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. City shall not provide such indemnification to Contractor, provided, however, that Contractor shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omissions of City.

- 5.11 **Notice.** Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, facsimile 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:	To City:
Anthony Warren, President & CEO Shrewsbury & Associates, LLC 7321 Shadeland Station, Suite 160 Indianapolis, IN 46256	Department of Metropolitan Development 200 E. Washington St., Ste. 2042 Indianapolis, IN 46204

- 5.12 **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.
- 5.13 **Non-discrimination.** Contractor and its officers, agents, employees, and subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement.

5.14 Conflict of Interest.

5.14.1 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.

5.14.2 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 either the Mayor of Indianapolis, Indiana, or a member of the City-County Council of Indianapolis and Marion County, Indiana.

5.15 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.

5.16 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.

5.17 Applicable Laws: Forum.

5.17.1 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.

5.17.2 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 Consolidated City of Indianapolis, County of Marion. Suit, if any, shall be brought in the State of Indiana, County of Marion.

- 5.18 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.
- 5.19 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.
- 5.20 Attorneys' Fees. Contractor shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.
- 5.21 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.
- 5.22 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.
- 5.23 Debarment and Suspension.
- 5.23.1 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.
- 5.23.2 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.

5.23.3 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.

5.24 Compliance With E-Verify Program. By executing this Agreement, the Contractor affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

5.24.1 The Contractor shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

5.24.2 The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

5.24.3 The Contractor shall require its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

If Contractor is in violation of IC § 22-5-1.7, and fails to cure the breach within 30 days after being notified by the City, such circumstance may constitute a material breach of this Agreement and the City may terminate this Agreement as provided by this statute.

5.25 Key Persons. The parties agree that the work described in this Agreement to be performed by Contractor is a personal service, highly professional in nature, and that the identity of the individual who is to be personally responsible for such work is of prime importance to City. The parties therefore agree that in the event of the death or disability of Contractor, or, if Contractor is a firm, partnership, or corporation, in the event of the death, or disability or termination of employment of anyone understood to be personally responsible for the work described in this Agreement, City may, without penalty and in its discretion, terminate this Agreement, and make its own new Agreement with any other party for completion of the work herein described.

5.26 Electronic Signature. Contractor and City agree to signature both in counterparts and by facsimile.

5.27 Post-Employment Restrictions. Contractor, providing supplies, real property, or services under this Agreement, certifies to City that no employee, contract employee, or subcontractor of Contractor:

5.27.1 Participated in any way in the solicitation, negotiation, or awarding of this Agreement while previously employed by an agency of the City of

Indianapolis or Marion County for a period of one (1) year prior to the execution of this Agreement;

- 5.27.2 For a period of one (1) year after such employee ceased supervising the administration or performance of this Agreement on behalf of an agency of the City of Indianapolis or Marion County, shall perform any functions on behalf of Contractor under this Agreement with respect to the City, unless the employee's former agency has consented to the employee's performance for Contractor in writing;
- 5.27.3 Has violated any provision of Chapter 293 of the Revised Code of the Consolidated City of Indianapolis and Marion County, regarding the solicitation, negotiation, awarding, or performance of this Agreement;
- 5.27.4 Is currently an official or deputy mayor of, or has appointing authority to, any agency of the City of Indianapolis or Marion County; and
- 5.27.5 Was previously employed by the City of Indianapolis or Marion County within one (1) year of this Agreement and currently has the performance of lobbying activity (as that term is defined in Section 909-101 of the Revised Code of the Consolidated City of Indianapolis and Marion County) related to an agency or an official as a responsibility of his or her employment or contractual relationship with Contractor.

Violation of this certification shall constitute a material breach of this Agreement and, upon such a violation, City may terminate this Agreement. In addition, upon a violation of this certification, City shall report such violation to the Office of Corporation Counsel who may, at its discretion, debar Contractor from eligibility for future city and/or county purchasing, bids, contracts, and/or projects.

- 5.28 **Method of Payment.** Contractor shall accept invoice payments via City/County check, City/County Purchasing Card (Master Card) or Automated Clearing House (ACH) at the City's sole option and discretion. The City will not be responsible for any card fees or other bank charges incurred by the Contractor.
- 5.29 **Additional Information upon Request.** The Contractor shall, upon request of the City, make available its policies, practices and standards for the hiring of applicants, except as prohibited under Indiana Code section 22-2-17-3, to the extent such information is related to the provision of services under this Agreement.
- 5.30 **Wage Theft/Payroll Fraud.** The Contractor shall report, and shall require its subcontractors to report, all complaints or adverse determinations of Wage Theft or Payroll Fraud against the Contractor or its subcontractors to the City's Office of Finance and Management within thirty (30) days of notification of the complaint or adverse determination. If an adverse decision is rendered against the Contractor with respect to services provided to the City, the City may terminate this Agreement, reduce the incentives or subsidies to be provided under this Agreement, or seek other remedies.

By executing this Agreement, Contractor affirms under the penalties of perjury that Contractor has not had any adverse determinations rendered against the Contractor within the preceding three (3) years.

ATTACHMENT A: SCOPE OF SERVICES

I. Role and Purpose

The Contractor will serve as the **Owner's Representative (OR)** for the **Indianapolis City Market Campus Project**. The OR will act as an extension of the City's team, managing and supporting the project through the stages of procurement, design, construction, and project close-out. The goal is to ensure the project is delivered on time, within budget, and meets the operational needs of the City. Construction began in 2024, OR joined the project team in April 2025, and construction is anticipated to be complete in 2026.

II. Procurement Support

1. **Assist with Build-Operate-Transfer (BOT) Agreement:**
 - Ensure the BOT agreement aligns with the City's goals and objectives, providing expert advice and support throughout the process.
2. **Assist in Selection of Markethouse Operator:**
 - Advise the City in selecting a Markethouse operator that aligns with the long-term operational goals of the project.

III. Design Management

1. **Oversee Design and Development of Key Areas:**
 - Supervise the design and development of the **West Plaza, Markethouse, and East Plaza**, ensuring delivery as per the agreement by the BOT Developer and maintaining design quality.
2. **Review Construction Documents:**
 - Review and ensure the construction documents align with the City's needs and priorities.
3. **Establish Communication Protocol:**
 - Develop a clear communication protocol among all project stakeholders (Contractor, Architect, Engineers, Operator, and City).
4. **Meeting Coordination and Attendance:**
 - Schedule and attend meetings as the City's Owner's Representative, ensuring clear documentation and action items.
5. **Document Management:**
 - Ensure all project documents and meeting notes are accessible to the City team via a shared system for transparency.
6. **Budget and Schedule Monitoring:**
 - Monitor and review the project's budget and design schedule, making adjustments as necessary to keep the project on track.
7. **Value Engineering Support:**
 - Assist in the value engineering process, providing cost-effective recommendations while maintaining project quality.
8. **Scope Gap Identification:**
 - Proactively identify and address any scope gaps or additional services required to meet the City's objectives.
9. **Submittal and Approval Assistance:**
 - Assist in the submittal and approval processes with local authorities, utility companies, and other necessary entities to ensure compliance and project progress.
10. **Procurement and Delivery Method Guidance:**
 - Advise the City on procurement strategies, project delivery methods, and other related matters to optimize project success.
11. **Ensure Compliance with BOT Agreement:**
 - Ensure that the terms outlined in the BOT agreement are met at all stages of the project.

IV. Construction Oversight

1. **Monitor Budget and Schedule:**
 - Continuously review and monitor the construction budget and schedule, ensuring the project adheres to both.
2. **Site Visits for Quality Control:**
 - Conduct regular site visits to verify construction is proceeding according to the project's standards and quality control procedures.
3. **Ensure Compliance with BOT Agreement:**
 - Ensure all activities during the construction phase are aligned with the BOT agreement terms.
4. **Confirm Insurance and Bonding:**
 - Verify that the selected contractor maintains required insurance and bonding as specified.
5. **Pre-Construction Meeting Documentation:**
 - Lead and document pre-construction meetings, establishing a system for document submittals, critical construction milestones, and procedures.
6. **Schedule Milestone Reporting:**
 - Monitor, track, and report on project schedule adherence, flagging any delays or issues promptly.
7. **Site Supervision Meetings:**
 - Attend meetings with the contractor's site superintendent to discuss progress, resolve issues, and review change requests.

V. Close-Out Support

1. **Punch List Walk-Through:**
 - Attend and assist with the punch list walk-through and final inspection to ensure all remaining work is completed.
2. **Review of O&M Manuals and Project Information:**
 - Review all project documentation, including operations and maintenance manuals, to ensure the City is ready to take ownership and maintain the facility.

Project Deliverables & Expectations

1. Regular Reporting

Provide quarterly performance reports to the City, BOT Developer, and other stakeholders, outlining progress and addressing any issues or risks.

2. Review Meetings

- Organize periodic meetings with stakeholders to discuss progress and adjust coordination as necessary to maintain alignment and satisfaction.

3. Performance Benchmarks

- Establish and monitor specific milestones for critical path items (e.g., design approval, construction phase completion).

Stakeholder Expectations

1. City Team Expectations

- Provide transparent and timely communication on project status, risks, budget, and timeline.
- Identify and propose solutions for issues, especially related to budget or schedule delays.
- Ensure design and construction align with the City's operational and aesthetic goals.
- Facilitate efficient decision-making to avoid delays.
- Ensure compliance with local codes, permits, and regulations to minimize risks.

2. BOT Developer Expectations

- Act as a collaborative partner to ensure alignment with contractual terms and procurement processes.
- Communicate the City's expectations clearly and transparently to avoid misunderstandings.
- Resolve conflicts efficiently, ensuring project momentum is maintained.
- Ensure timely processing of document approvals and submittals.

3. Contractors and Subcontractors Expectations

- Provide clear instructions and feedback on project direction to ensure no ambiguity.
- Ensure timely review and processing of payment requests and change orders.
- Ensure contractors are compliant with bonding, insurance, and other regulatory requirements.
- Assist in resolving issues related to scope changes, delays, or technical challenges.

4. Public Stakeholders (e.g., City Market Corporation, Community) Expectations

- Provide regular updates on project progress, milestones, and changes to the City Market Corporation and other community stakeholders, as identified by the City.
- Ensure that the project is completed on time and is operationally ready for its intended use.
- Minimize disruption to the surrounding community during construction.

ATTACHMENT B: PRICING

Compensation for services rendered under this Agreement for Owner's Representative services shall not exceed a total of four hundred thirty-five thousand six hundred seventy-four dollars (**\$435,674.00**) at the below specified rates:

Service Category	Hourly Rate	Hours	Total
Program Management	\$ 212	1320	\$ 279,840
Construction Inspection	\$ 155	880	\$ 136,400
		Total for Services	\$ 416,240
Misc. Reimbursable Expenses (Mileage, Parking, Printing, Construction Signage, etc.)			\$ 19,434
		Total (Not to Exceed Fee plus Reimbursable Expenses)	\$ 435,674

The parties have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective electronic signatures dated below agree to the terms thereof.

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CONTRACTOR

By:

0.54pm/1.223-04-10716.05-10-0400

66c11340-1740b12721811

Date: 04/30/2025

Printed: Anthony Warren

Title: President and CEO

Company: Shrewsberry & Associates, LLC

AGENCY/DEPARTMENT

By:

0.54pm/1.223-04-10716.05-10-0400

66c11340-1740b12721811

Date: 4/30/2025

Printed: Megan Vukusich

Title: Director

Agency/Department: DEPARTMENT OF METROPOLITAN DEVELOPMENT

APPROVED AS TO AVAILABILITY OF FUNDING

By:



Date: 5-1-25

Printed: Abigail Hanson

Title: Controller

Agency/Department: OFFICE OF FINANCE AND MANAGEMENT

APPROVED AS TO FORM AND LEGALITY

By:  *Sheila Kinney*

Date: 5/1/2025

Printed: Sheila E. Kinney

Title: Asst. Corp. Counsel

Agency/Department: OFFICE OF CORPORATION COUNSEL