



Board of Public Works and Safety

Agenda Item

Cover Sheet

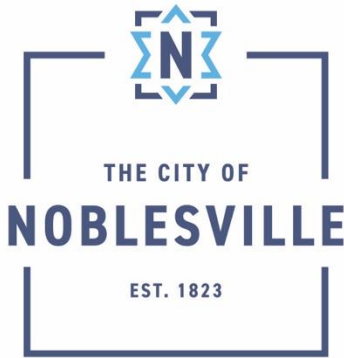
MEETING DATE: April 9, 2024

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

ITEM #: 10

INITIATED BY: Caleb Gutshall

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



Date: March 21st, 2024
To: Board of Public Works and Safety
From: Caleb Gutshall, Planning Director
Subject: Contract for Architectural Consulting Services

I am requesting that the Board of Public Works and Safety approve the Proposal of Professional Services (the "Contract") with Veridus Group up to and not to exceed \$43,200 to provide architectural consulting services to the City. The services provided will help ensure all new projects are designed with quality architectural elements and align with the Noblesville 2020 Comprehensive Plan.

The total cost of the Analysis will **not exceed \$43,200.00**. The contract is for a twelve-month duration and consulting services will include:

- **Design Review:** The consultant will review all development plans and building elevations submitted to the Planning Department and provide written architectural and site design comments, suggestions, and recommendations for aesthetic enhancements.
- **City Guideline Review:** The consultant will review and comment on any amendments or additions to any architectural design guidelines prepared by the City or other consultants related to City projects.
- **Meeting Attendance:** The consultant will attend staff meetings and public meetings as needed to provide verbal and written comments, suggestions, and recommendations related to the design of any proposed development.

Attached is a copy of the Contract. Funding for architectural consulting services was specifically identified and included in the Council-approved 2024 Planning Department budget.

If you have any questions prior to the meeting on the 9th, please feel free to contact me at 776-6325 or at cgutshall@noblesville.in.us.



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 **The Veridus Group** (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 January 1, 2024 and 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 Exhibit A. Compensation shall not exceed Forty-Three Thousand, Two Hundred Dollars (\$43,200).

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, 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.

5.7.2 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 5.7.1 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. 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 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:
The Veridus Group
Attn: Dan Weekes
6280 N. Shadeland Ave.
Indianapolis, IN 46220

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

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. 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 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.

THE VERIDUS GROUP ("Contractor")

By: 

Date: MARCH 21, 2024

Printed: DAN WEEKES

Title: DIRECTOR OF BUILDING FORENSICS

City of Noblesville

By: 

Date: 04/09/2024


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): THE VERIDIS GROUP
By (Written Signature): 
(Printed Name): DAN WEEKES
(Title): DIRECTOR OF BUILDING FORENSICS

Important - Notary Signature and Seal Required in the Space Below

STATE OF _____

SS:

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____,
20 ____.

My commission expires: _____ (Signed) _____

a. Residing in _____ County, State of _____



Exhibit A



February 29, 2024

City of Noblesville

Caleb Gutshall, Planning Department
16 South 10th Street
Noblesville, IN 46060
(delivered via email to: CGutshall@Noblesville.In.US)

Re: Architectural Consulting Services

Dear Mr. Gutshall,

Veridus Group, Inc., is pleased to provide the following proposal for Architectural Consulting Services in Noblesville, Indiana. It is our understanding that the Noblesville Planning Department would like to continue our partnership in providing architectural consulting services to ensure future developments align with the Noblesville 2020 Comprehensive Plan, similar to those being performed at the neighboring City of Fishers.

We understand as the City of Noblesville continues to grow, it is important to be mindful of progressive principles that are intentional and defined in a thoughtful and purposeful manner. We believe quality, adaptable developments focused on longevity can provide long-term sustainability and improve the overall effectiveness of the City of Noblesville. The Veridus Group is equipped to partner with you in providing necessary architectural review of plans and elevations for commercial and residential projects submitted to the city. Such review will provide insight for innovative developments aligning with your 2020 Comprehensive Plan and overall vision.

Veridus will perform requested architectural consulting and development review services to meet your goals and your department's budget. Our objective will be focused on ensuring future developments meet your overall goals by providing constructive review comments that can be effectively communicated to the designer, developer, elected officials and any other community stakeholders, and may include the following tasks:

ANTICIPATED SCOPE

We will work directly with the Noblesville Planning Department to ensure all new developments adhere to your vision, with specific services including, but not be limited to the following:

- **Design Review**

We will review any and all development plans and elevations submitted to the Department of Planning and Development, and provide written architectural and site design comments, suggestions and recommendations for your consideration. This will typically include marking up portions of the submitted plans or elevations and including them within our report.

- **City Guideline Review**

We will review and comment on any amendments or additions to any architectural design guidelines prepared by the city or other consultants related to city projects.

- **Meeting Collaboration**

We can attend Planning and Development staff meetings as requested concerning active or pending development applications in order to collaborate on architectural review responses.

- **Public Meeting Attendance**

If requested, we can be available to attend public meetings and provide verbal and written comments, suggestions and recommendations related to the design of any proposed development.

We will perform these services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

CLIENT PROVIDED ITEMS

- A. Plans and elevations associated with each new development that is requested to be reviewed
- B. Any amendments to the 2020 Comprehensive Plan, Planned Unit Developments (PUDs), etc. that are associated with the developments that are to be reviewed.

COMPENSATION

We propose to continue providing these on-demand architectural consulting services as we did last year for a **flat fee of \$3,600 per month** (regardless of hours worked) for the next 12 months, equating to \$43,200 for the year.

Full payment of invoices is due within 30 days from invoice date. If payment is not made within 30 days of the date when the payment is due, we may, at our option, and effective upon the delivery of written notice of our intention to do so, terminate the contract or suspend further performance of our services under the contract, and we shall have no liability for delay or damage that results from the termination of the contract or suspension of services.

We thank you for this opportunity and look forward to a partnership with you on these services. The fees for services contained in this proposal are valid for 30 days from the date of this letter. If the terms of this proposal and the attached Standard Terms and Conditions are agreeable, please sign and date below, which shall serve as our notice to proceed with the work. A Service Order referencing this scope of work may also be prepared by the City of Noblesville and sent to us for execution.

If you have any questions, please feel free to contact me at (317) 746-8292.

Sincerely,

Veridus Group, Inc.



Dan Weekes, AIA, NCARB, BECxP
Director of Building Forensics

Accepted by Client:

(Signature)

(Date)

(Printed Name)

(Printed Title)



VERIDUS STANDARD TERMS AND CONDITIONS form an integral part of the Proposal/Agreement for the referenced Project: City of Noblesville – Architectural Consulting Services

1. INSURANCE: Veridus shall secure and endeavor to maintain such insurance as will protect the Client from claims of negligence, bodily injury, death or property damage that may arise out of the performance of Veridus’ services under this Agreement.

2. PAYMENT TO THE CONSULTANT: If the Client fails to make monthly payments due Veridus, Veridus may, after giving seven days written notice to the Client, suspend services under this Agreement and retain all work products deliverable to the Client until full payment is received. The project completion date shall be automatically extended by the number of days services are suspended. No deductions shall be made from Veridus’ compensation on account of penalty, liquidated damages or other sums withheld from payment(s) to Veridus or based on Veridus’ performance.

3. RISK ALLOCATION: In recognition of the relative risks, rewards and benefits of the Project to both the Client and Veridus, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Veridus’ total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses, including attorney’s fees, arising out of this Agreement, from any cause or causes, shall not exceed the total amount of Veridus’ fee for any claim arising out of Veridus’ negligence.

4. OPINION OF PROBABLE CONSTRUCTION COSTS: Any opinion of probable construction cost prepared by Veridus represents their judgment as a design professional and is supplied for the general guidance of the Client. Since Veridus has no control over the cost of labor and material, or over competitive bidding or market conditions, Veridus does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the Client.

5. OWNERSHIP OF DOCUMENTS: It is understood by and between the parties to this Agreement that all Drawings, Specifications and other work or products of Veridus for this Project shall remain the property of Veridus and are instruments of service for this Project only and shall apply to this particular Project only. Any reuse of the instruments of service of Veridus by the Client for any extensions of the Project or for any other project without the written permission of Veridus shall be prohibited.

6. REIMBURSABLE EXPENSES: Reimbursable expenses include actual expenditures made by Veridus, their employees or their sub-consultants on behalf of the Project. Reimbursable expenses include, but are not necessarily limited to the following: (a) expenses of transportation, meals and lodging when traveling in connection with a project, (b) overnight or express mail; photographic development and supplies; couriers and fees paid for testing and/or for securing approval of authorities having jurisdiction over this Project; (c) expenses of printing, reproduction, postage and handling of drawings and

specifications; (d) expenses related to sub-consultants and specialists when authorized by the Client. Mileage shall be billed at the current observed federal rate.

In-house plotting, printing and reproduction will be billed as follows:

| | | |
|---------------|---------------|--------|
| Drawing Plots | 24 x 36 bond | \$3.00 |
| | 30 x 42 bond | \$4.00 |
| Color Prints | 8.5 x 11 bond | \$0.50 |
| | 11 x 17 bond | \$1.00 |
| Digital Media | CD | \$5.00 |

7. CONSTRUCTION PHASE SERVICES: Should the Client authorize construction installation based on the plans provided under this Agreement without project observation, review of contractor’s performance, and/or construction phase services by Veridus, the Client assumes all responsibility for interpretation of these documents and for construction observation, and waives any claims against Veridus that may be in any connected thereto.

8. EXISTING AND HIDDEN CONDITIONS: A condition is hidden if existing finishes or features conceal it or if it cannot be investigated by reasonable visual observation. If Veridus has reason to believe that such a condition may exist, Veridus will notify the Client, who shall then authorize and pay for all costs associated with the investigation of such condition and, if necessary, all costs necessary to correct said condition.

9. CHANGES IN SCOPE OF SERVICES: In the event the scope of work as described in this Agreement changes to a degree that will alter the fee, the Client shall be notified in writing and a revised fee will be documented and a completion time and compensation amount will be submitted for approval.

10. ADDITIONAL SERVICES: Additional services, if agreed upon and executed by the Client and Veridus, will be billed at the rates indicated below.

- Principal Consultant\$210/hr.
- Project Executive (Expert Witness)\$260/hr.
- Project Executive\$190/hr.
- Senior Project Manager\$170/hr.
- Project Manager\$160/hr.
- Project Technician\$130/hr.
- Office / Clerical\$100/hr.
- Trial/Deposition Prep & Testimony\$390/hr.
- MileageCurrent Federal Rate

Initials _____



VERIDUS STANDARD TERMS AND CONDITIONS form an integral part of the Proposal/Agreement for the referenced Project: City of Noblesville – Architectural Consulting Services

11. ACCESS TO SITE: Unless otherwise stated, Veridus shall have access to the site/area for activities necessary for the performance of our services.

12. ASSIGNMENT: Neither party to this Agreement shall transfer, sublet, or assign any rights or interest in this Agreement without the prior written consent of the other party. Subcontracting to sub-consultants normally contemplated by Veridus shall not be considered an assignment for purposes of this Agreement.

13. PROFESSIONAL LIABILITY INSURANCE: Veridus is covered for professional liability by our practice policy. Any additional insurance required, in excess of our practice policy, will be a reimbursable expense.

14. HAZARDOUS MATERIALS: Both parties acknowledge that Veridus' scope of services does not include any service related to the presence of any hazardous or toxic materials. Veridus may, at its option and without liability for consequential or other damages, suspend performance of its services until the Client retains appropriate parties to identify and abate or remove the hazardous or toxic materials and warrants the jobsite is in full compliance with all applicable laws and regulations.

15. JOBSITE SAFETY: Consultant shall have no authority to exercise any control over any construction contractor or other entity in connection with their work or any health or safety precautions. The Client agrees the General Contractor shall be solely responsible for jobsite safety and worker safety and warrants that such intent shall be included in Client's contract with the General Contractor.

16. RECORD DRAWINGS: Since record drawings are based on unverified information provided by other parties, which Veridus shall assume will be reliable, Veridus cannot and does not warrant their accuracy.

17. STANDARD OF CARE: In providing services under this Agreement, Veridus will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Veridus makes no warranty as to its professional services rendered under this agreement.

18. TERMINATION OF SERVICES: In the event of termination of this Agreement by either party, the Client shall, within 30 days of termination, pay Veridus for all services rendered and all reimbursable costs incurred by Veridus up to the date of termination.

19. CONSEQUENTIAL DAMAGES: Neither the Client nor Veridus shall be liable to the other or shall make a claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement.

20. DISPUTE RESOLUTION: All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement, or breach thereof, shall be presented to non-binding mediation, subject to the parties agreeing on a mediator. The Client and Veridus agree to include a similar mediate agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators involved in this project, thereby providing for mediation as the primary method for dispute resolution between all parties.

21. STATUTE OF LIMITATIONS: To the fullest extent permitted by law, the Client and Consultant agree the time period for bringing claims regarding Consultant's performance under this Agreement shall expire one year after substantial completion of the project.

Initials _____

**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. 240160

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

SHIP TO:

TO
**VENDOR # 3313
VERIDUS GROUP
6280 N SHADELAND AV
SUITE A
INDIANAPOLIS IN 46220**

ATTN:

| | | |
|---------------------------|-------------------------------|--------------------------|
| DATE 03/21/2024 | DEPARTMENT PLANNING | SHIP TO ARRIVE BY |
|---------------------------|-------------------------------|--------------------------|

| APPROPRIATION NUMBER | QUANTITY | UNIT | DESCRIPTION | PROJECT # | UNIT PRICE | AMOUNT |
|-------------------------|----------|------|-----------------------------------|-----------|------------|----------|
| 101006319.100 | 1.0 | | ARCHITECTURAL CONSULTING SERVICES | | 43200.00 | 43200.00 |

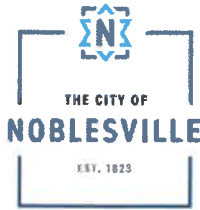
| | |
|-----------------|--------------------------|
| SHIP VIA | TOTAL 43200.00 |
|-----------------|--------------------------|

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



FINANCE & ACCOUNTING

Funding Verification/Encumbrance Request Form

Date to be submitted to BoW/Park Board: April 9, 2024 (put N/A if not submitting to BoW/Park Board)

Vendor name: Veridus Group 3313

Vendor Address: 6280 N Shadeland Ave, Indianapolis, IN 46220

Brief description of purchase: Architectural Consulting Services

Source of Funding:

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

| | | |
|--------------------------------|------------------|--------------|
| Fund # | | 101 |
| Department # | | 006 |
| Project # (NA if no project #) | | NA |
| | Expense Object # | Amount |
| #1 | 319.100 | \$ 43,200.00 |
| #2 | | |
| #3 | | |

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

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

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

The Department certifies that sufficient appropriation authority exists in the stated fund and expense series to obligate the expense for future payment.

Department Director

Caleb Gutshall Digitally signed by Caleb Gutshall
Date: 2024.03.21 11:34:27 -04'00'

Caleb P Gutshall 3/21/24

(Signature)

(Printed Name)

(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): 240160

OFA Signature *Caleb Gutshall*

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

Comments:

Initials: CM Date: 3/21/24