

## OWNER'S REPRESENTATION/CONSULTING AGREEMENT

This Agreement dated October \_\_\_\_, 2017 is made By and Between the Town of Yorktown, Indiana, whose address is 9800 W. Smith Street, Yorktown, Indiana, 47396 ("Client"), AND the Veridus Group, whose address is 6280 N. Shadeland Avenue, Ste. A, Indianapolis, IN 46220, ("Veridus", "Owners Representative" or "Consultant")

Whereas the Client believes it to be in the Clients best interest for Veridus to function as the Client's Representative in various projects that are of benefit to the Client;

Whereas Veridus has the knowledge, contacts and expertise to provide the required services; and

Whereas the Client is in need of the various services requested in accordance with terms as set forth below.

- 1. Owners Representation/Consulting Services.** The Client hereby employs Veridus to perform the following services in accordance with the terms and conditions set forth in this Agreement: Veridus will consult with the Client concerning matters relating to the Town Council, Redevelopment Commission and/or the design, management and construction of the Client's project(s), or those projects which include public subsidies, and generally any matter arising out of the project(s). A general Scope of Potential Services which may be provided to the owner is included in the original proposal and attached as Exhibit "B". It is understood that the owner may have contracted some of such services with others under separate contracts. Services in addition to those generally provided as the Owner's Representative will be charged at an hourly rate consistent with those rates set forth in Exhibit "A" attached hereto and incorporated herein by reference; provided however, all such services must first be pre-approved in writing by the Client.
- 2. Project(s).** The Project(s) for which Veridus shall function as the Owner's Representative or Consultant will include any and all projects assigned to Veridus in writing by the Town Council, Town Redevelopment Commission or the Town Manager and executed with the Veridus work order, subject to the other terms of this agreement.
- 3. Terms of Agreement.** This agreement will begin on the date of this agreement and will end after a period of 12 (twelve) months. Either party may cancel this agreement pursuant to the terms of Paragraph 16 below by notice to the other party in writing, by certified mail or personal delivery. The term of this agreement may be extended at the consent of both parties within 3 months of the end date and will be subject to standard and customary rate increases.
- 4. Time Devoted by Veridus.** In order to fulfill the obligations under this contract, Veridus will spend the time required for each individual work order. The time estimated for each project will be listed in the Project Work Orders. The particular amount of time may vary from day to day or week to week.
- 5. Place Where Services Will Be Rendered.** Veridus will perform most services in accordance with this contract at a location of Veridus' discretion. In addition, Veridus will perform services on the telephone and at such other places as necessary to perform these services in accordance with this agreement. Veridus will be on site or in Plainfield as the duties require.

**6. Payment to Veridus.** Veridus will be paid at the hourly rates as listed in Exhibit "A". Veridus will submit a statement (usually no later than by the 10<sup>th</sup> day of the following month) setting forth the services rendered, and the Client will pay Veridus the amount due as indicated by the statement submitted by Veridus within thirty (30) days of receipt of said statement.

**7. Independent Contractor.** Both the Client and Veridus agree that Veridus will be paid as an independent contractor in the performance of the duties required by this Agreement. Accordingly, Veridus shall be responsible for payment of all taxes including Federal, State and Local taxes arising out of Veridus' activities in accordance with this contract, including by way of illustration, but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

**8. Confidential Information.** Veridus agrees that any information received by Veridus during any furtherance of Veridus' obligations in accordance with this Agreement, which concerns the personal, financial or other affairs of the Client will be treated by Veridus in full confidence and will not be revealed to any other persons, firms or organizations without prior written authorization from the Client.

**9. Employment of Others.** The Client may from time to time request that Veridus arrange for the services of others. All costs to Veridus for those services will be paid by the Client but in no event shall Veridus employ others without the prior authorization of the Client. Hourly rates for these additional services will be determined at the time the service is required and agreed to by both parties. In the event Veridus needs to hire additional employees to accommodate the workload, the personnel assigned to the Client will be agreed to by both parties in writing.

**10. Standard of Care** Veridus expressly represents that the services covered by this Agreement and related Project Assignments will conform to the information furnished to or by the Client to Veridus, and the such services will be performed in a timely manner, in a professional manner and in accordance with the industry standards. In addition, Veridus acknowledges that it knows the Client's intended use of the work performed under the Agreement and Veridus expressly represents and warrants that the services covered by this Agreement by Veridus will be fit and sufficient for the particular purposes intended by the Client. Veridus shall be responsible for the quality, technical accuracy and the coordination of the services performed by it under this Agreement. Veridus shall, without additional compensation, correct or revise any errors or deficiencies in its basic services.

**11. Nondiscrimination.** Veridus shall comply with all state, federal and municipal laws, regulations, and standards of due care or diligence applicable to its activities pursuant to this Agreement including, but not limited to, the non-discrimination requirements imposed by Indiana Code Section 22-9-1-10, Indiana Code Section 36-1-12-15 and Indiana Code Section 5-16-6-1.

**12. Liability.** Veridus shall not be liable for any consequences resulting from the Client's consultation with other people or companies regarding matters relating to the design, management and construction of the Client's project, unless such liability arises out of or results from an act, omission and/or the negligence of Veridus and/or its breach of this Agreement. Nor, shall Veridus be liable for the work or any consequence from the work of any third party who works on the project.

Veridus agrees to indemnify, defend and hold the Client, its officers, officials, both elected and appointed, employees and agents harmless from any and all losses, claims, liabilities, damages, costs and expenses, including, but not limited to, reasonable attorney's fees, which it may incur as a result of

or arising from: (i) a breach by Veridus, its officers, directors, partners, employees and subcontractors of its obligations hereunder or arising from the acts or omissions of Veridus, its officers, directors, partners, employees and subcontractors in performing its obligations hereunder; and (ii) any breach of any one or more Veridus' representations, warranties, covenants or agreements contained herein.

**13. Client's Premises/Facility.** Veridus agrees to take all action necessary while on the Client's premises to ensure that anyone performing work under this Agreement, shall not jeopardize, injure, threaten or in any way compromise the health, safety and/or well-being of any persons at the Client's facility, including, but not limited to its employees. In addition, Veridus agrees to adhere to any and all applicable safety and procedure policies in place and used at the Client's facility.

**14. Insurance.** Veridus will carry a general liability policy in the amount of One Million Dollars (\$1,000,000.00) which policy shall name the Client as an additional named insured. Additionally, Veridus shall maintain a Two Million Dollar (\$2,000,000.00) umbrella policy. Additionally, Veridus will maintain a policy which contains provisions for Professional Services and Errors and Omissions coverage. Upon request, Veridus will supply the Client with a copy of the policies within thirty (30) days of the date of this Agreement.

**15. Expenses.** The Client shall reimburse Veridus for expenses incurred by Veridus in the performance of the services required by the Agreement, provided however such expenses are pre-approved in writing by the Client. Any special equipment required for the project shall be expensed and become the property of the Client upon completion of the project. Veridus will not purchase or lease any such equipment without the Client's written authorization. Veridus shall be entitled to reimbursement for all other expenses incurred provided that Veridus first obtains the Client's written permission for said expenses.

**16. Termination.** This Agreement shall terminate upon the occurrence of any of the following events:

**16.01** If the principal of Veridus dies during the term of this contract, the contract shall be deemed to be terminated as of the end of the month in which the principal dies and the Client shall pay to Veridus the compensation due up to the end of the month in which the principal dies.

**16.02** Veridus may terminate the contract at any time upon thirty (30) days-notice to the Client and the Client shall pay Veridus the compensation for actual work performed up to the date of termination.

**16.03** The Client may terminate this contract for any reason after giving thirty (30) days-notice. The Client shall pay Veridus compensation for actual work performed up to the date of termination.

**16.04** The Client may terminate this contract in the event the principal of Veridus becomes incapacitated or incompetent by reason of insanity, sickness or injury so as to be unable to perform substantially all of the duties hereunder for any continuous period of one (1) month.

**17. Remedies.** The Client and Veridus agree that any breach or evasion of any terms of this Agreement by either party hereto will result in immediate and irreparable injury to the other party and will authorize recourse to an injunction and/or specific performance as well as all other legal or equitable remedies to which such injured party may be entitled hereto.

**18. Venue.** This Agreement and the related Project Assignments shall be interpreted according to and governed by the laws of the State of Indiana and any litigation to which the Client and Veridus may be a party shall be brought exclusively in the State Courts in the County in which the Project is located, and the parties hereto waive any objections to such jurisdiction or venue.

**19. Attorney Fees.** The breaching party of this Agreement shall pay the non-breaching party's attorney fees and any other reasonable fees incurred in the process when the non-breaching party seeks remedy for breach of this Agreement either in litigation or non-litigation.

**20. Modification.** No modification or amendment of this Agreement or any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged herewith. Unless otherwise stated, the modification or amendment, will not affect any past obligations under this Agreement. No evidence of any modification or amendment shall be offered or received in evidence in any proceeding between the parties hereto arising out of or affecting this Agreement or the rights or obligation of the parties hereto unless such modifications or amendment is in writing and duly executed as required herein. The parties agree that emails bearing the name of the authorized representative of either the Client or Veridus will constitute a signed modification.

**21. Waiver.** The failure to enforce any provision or obligation under this Agreement by the Client or Veridus shall not constitute a waiver thereof or serve as a bar to the subsequent enforcement of any other provision or obligation under this Agreement.

**22. No Contracting with Iran.** As required by I.C. 5-22-16.5, the signature entered on behalf of the Veridus below constitutes Veridus' certification that it is not engaged in investment activities with the government of Iran or any agency or instrumentality of the government of Iran, all as defined and regulated the Act.

**23. E-Verify.** Veridus shall enroll and verify the work eligibility status of all newly hired employees through the E-Verify program as defined in I.C. 22-5-1.7-3. Veridus shall not knowingly employ or contract with an unauthorized alien. Veridus shall not retain an employee or contract with a person that Veridus subsequently learns is an unauthorized alien.

Veridus shall require all subcontractors who perform work under its contract to certify that:

- (1) The subcontractor does not knowingly employ or contract with an unauthorized alien;
- (2) The subcontractor has enrolled and is participating in the E-Verify program. Veridus agrees to maintain this certification at least two years after the term of a contract a subcontractor.

Client may terminate the contract if Veridus fails to cure a breach of this section no later than thirty (30) days after being notified by Client.

**24. Ownership of Work Product.** Veridus agrees that any and all documents, reports, summaries, inventions, writings, written, created or reduced to practice in the performance of work under this Agreement shall be the sole and exclusive property of the Town.


**25. Survival.** The provisions of this Agreement relating to representations, warranties and indemnification shall survive the termination of this Agreement.

**26. Severability.** If any provision in this Agreement shall for any reason be determined to be invalid or unenforceable, the balance of such provision and the remaining provision of this Agreement shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable provision has not been a part hereof.

[THIS SPACE INTENTIONALLY LEFT BLANK]

--Signatures Below--

Veridus Group, Inc. by:

  
\_\_\_\_\_  
Timothy M. Jensen, President

Town of Yorktown, Indiana, Client by:

\_\_\_\_\_  
Name



**Owner's Representation****Standard Hourly Rates - 2017**

<b><u>Classification of Employee Group</u></b>	<b><u>Rate/Hr</u></b>
Principal Consultant	\$155
Project Executive / Senior Project Manager	\$135
Project Consultant (Specialty)	\$135 - \$200
Project Manager	\$115
Project Technician	\$ 90
Office / Clerical	\$ 70





**VERIDUS WORK ORDER # 01 – Developer Negotiations**

This Work Order is issued under the Prime Agreement entered into in Yorktown, Indiana on the 16<sup>th</sup> of October, 2017, by and between

Town of Yorktown (Town Council or Redevelopment Commission)

9800 W. Smith Street

Yorktown, IN 47396

hereinafter referred to as “Town”, and

Veridus Group, Inc.

6280 N. Shadeland Avenue, Suite A

Indianapolis, IN 46220

hereinafter referred to as “Veridus”, wherein it is agreed as follows:

Under this Work Order, Veridus is authorized to perform services on:

***Various developments in the Town of Yorktown, but focused on the downtown area and primarily on those projects associated with the Yorktown Downtown Redevelopment Plan.***

For mutual consideration hereinafter set forth, the Town and Veridus agree as follows:

- A. Veridus agrees to perform the following services:

***Meet with developers and specific project owners and engage in design discussions and negotiations on property purchase, acquisition and disposition of Town-owned property and economic development agreements***

- B. The schedule for services performed under this work agreement is as follows:

***While there are projects on-going in the Town, the schedule for this work is to be determined on a project by project basis.***

- C. Town agrees to compensate Veridus per the prime agreement. An estimate of the required hours is as follows:

***Tim Jensen                      Principal                      100hrs***

Estimates are for budgeting purposes only. Only actual hours worked will be billed. Reimbursable expenses shall be compensated as described in our standing Owner’s Representation Agreement, unless otherwise noted.

- D. Veridus’ representatives for this project will be:

***Tim Jensen***

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Work Order upon the terms, conditions, and provisions above stated and in the Prime Agreement the day and year signed by the last required signatory.

**TOWN OF YORKTOWN, INDIANA**

By \_\_\_\_\_  
(signature)

Name \_\_\_\_\_  
(print)

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
(signature)

Name \_\_\_\_\_  
(print)

Title \_\_\_\_\_

Date \_\_\_\_\_

**VERIDUS GROUP, INC**

By \_\_\_\_\_  
(signature)

Name Timothy M. Jensen  
(print)

Title President

Date \_\_\_\_\_

**VERIDUS WORK ORDER # 02 – Town Hall Owner’s Rep**

This Work Order is issued under the Prime Agreement entered into in Yorktown, Indiana on the 16<sup>th</sup> of October, 2017, by and between

Town of Yorktown (Town Council or Redevelopment Commission)  
9800 W. Smith Street  
Yorktown, IN 47396

hereinafter referred to as “Town”, and

Veridus Group, Inc.  
6280 N. Shadeland Avenue, Suite A  
Indianapolis, IN 46220

hereinafter referred to as “Veridus”, wherein it is agreed as follows:

Under this Work Order, Veridus is authorized to perform services on:

***The Yorktown Town Hall Project – Phase I (design and contract procurement)***

For mutual consideration hereinafter set forth, the Town and Veridus agree as follows:

- A. Veridus agrees to perform the following services:

***Serve as the Town’s representative throughout the development, design, procurement and construction of the Town Hall project. A full scope of construction services will be provided once the design is finalized and a separate work order will be presented.***

- B. The schedule for services performed under this work agreement is as follows:

***The schedule for this scope of work is yet to be determined. The Town’s desire is to break ground on the Town Hall in the summer of 2018.***

- C. Town agrees to compensate Veridus per the prime agreement. An estimate of the required hours is as follows:

<b><i>Tim Jensen</i></b>	<b><i>Principal</i></b>	<b><i>40 hrs</i></b>
<b><i>David Rainey</i></b>	<b><i>Proj. Exec.</i></b>	<b><i>60 hrs</i></b>

Estimates are for budgeting purposes only. Only actual hours worked will be billed. Reimbursable expenses shall be compensated as described in our standing Owner’s Representation Agreement, unless otherwise noted.

- D. Veridus’ representatives for this project will be:

<b><i>Tim Jensen</i></b>	<b><i>Principal</i></b>
<b><i>David Rainey</i></b>	<b><i>Project Executive</i></b>

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Work Order upon the terms, conditions, and provisions above stated and in the Prime Agreement the day and year signed by the last required signatory.

**TOWN OF YORKTOWN, INDIANA****VERIDUS GROUP, INC**

By \_\_\_\_\_  
(signature)

Name \_\_\_\_\_  
(print)

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
(signature)

Name Timothy M. Jensen  
(print)

Title President

Date \_\_\_\_\_

By \_\_\_\_\_  
(signature)

Name \_\_\_\_\_  
(print)

Title \_\_\_\_\_

Date \_\_\_\_\_