



City of Indianapolis and Marion County

Request for Qualifications

Release Date	April 1, 2026
Request for Qualifications Reference Number	RFQUAL-13DMD-2026-3
Request for Qualifications Title	Homeowner Repairs – Contractor Pool
Agency	Department of Metropolitan Development
Agency Contact	Des Conlon
	Tel: (317) 327-7566
	Email: desmond.conlon@indy.gov
Written Questions Due	Date: Open
Request for Qualifications Submittal Deadline Delivery Due Date and Time (Eastern Time)	This Request for Qualifications will remain open for submissions for a period of six (6) months from the date of issuance on April 1, 2026 and ending on October 1, 2026. The time period will enable DMD to circulate a pool of potential contractors. Delivery by email only to Desmond.Conlon@indy.gov <u>Electronic Submissions Only</u>

**City of Indianapolis Request for Qualifications
Department of Metropolitan Development
Homeowner Repair – Contractor Pool**

Questions pertaining to the Request for Qualifications (RFQUAL) documents may be directed to Des Conlon, Principal Program Manager – Home Repair, in writing by email to: desmond.conlon@indy.gov.

NOTE: Any related addenda to this RFQUAL, including written answers to questions, will be posted on the Purchasing Division’s official website at www.indy.gov/purch under the appropriate project heading. Addenda will NOT be sent directly to vendors. Vendors will be responsible for periodically checking this website for any related addenda up to and including the due date. Vendors should print out, sign, and return written acknowledgement(s) with their RFQUAL. Failure to sign and return the addenda may cause a response to be determined as non- responsive for review purposes.

The City of Indianapolis and Marion County (hereinafter referred to as “City”) by and through the Department of Metropolitan Development, Community Investments is seeking Request for Qualifications (RFQUAL) submittals in regard to the contents herein. The City is looking for qualified contractors to provide home repair services.

1. General Information

The City’s Homeowner Repair Program is funded with a portion of its annual Community Development Block Grant (CDBG) and City Funds. The mission of the Indianapolis Homeowner Repair program is to provide repairs for low- and moderate-income homeowners, ensuring a safe and habitable home, where they can live as long as they want.

2. Background of Plan

The purpose of this Request for Qualifications (RFQUAL) is to establish a pool of on-call Contractors that can be assigned to multiple single-family home repair projects throughout the year. It is the City’s intent to utilize each Contractor within the pool to conduct work as part of the Homeowner Repair program. Each project will be bid out to the pool for CDBG funded projects. Priority repairs will be assigned to available contractors for City funded projects.

3. Anticipated Scope of Work

Contractor may respond to qualifications for a single trade in specific cases or multiple trades in the RFQUAL response to the City. The following is a listing of trades / certified skills to which Contractors may respond:

- General Contractor
- Plumbing
- Electrical
- HVAC
- Lead-Based Paint Testing
- Lead-Based Paint Removal
- Asbestos Removal

- Roofing
- Radon Testing
- Radon Mitigation
- Mold Remediation

Eligible Repairs Under the program:

The following is a list of some eligible repairs:

- Foundations.
- Framing and structural support components.
- Critical systems including HVAC, water heaters, water pumps, and related systems.
- Interior flooring.
- Doors and/or windows.
- Electrical.
- Plumbing.
- Well/Septic/Sewage repairs (when necessary).
- Interior and exterior finishes.
- Any necessary or required Americans with Disabilities Act (ADA) improvements including special tubs/showers, access ramps, and special cabinets/counters.
- Sidewalks/walkways providing access to the structure, which pose a health and/or safety hazard.
- Any and all necessary site work required to complete the rehabilitation.
- Construction material/waste removal and disposal.
- Abatement activities for materials containing lead.
- Mitigation activities for radon.
- Abatement activities for any materials containing asbestos.

Additional home issues can include the following:

- Cost-effective energy measures and improvements that meet local zoning and code.
- Decent, Safe, and Sanitary (DSS) standards or required Housing Quality Standards (HQS).
- Improvements that add enhanced resilience, such as elevation of major electrical components, roof strapping, and other measures.
- Lead-based paint testing, mitigation, or stabilization, as needed.
- Radon testing and mitigation.
- Asbestos testing, mitigation, or encapsulation.
- Mold remediation, if necessary.
- Accessibility features for documented special needs.
 - Repaired homes inhabited by special needs or elderly (age 62 or older) persons must be analyzed as to the special physical needs of such persons.
 - Improvements such as widened doorways, ramps, level entry and doorways, and grab bars in bath areas must be installed, if appropriate.
- Hearing and sight-impaired adaptations should also be considered.
- All special needs requirements must be documented prior to approval.
 - Ventilation and energy efficiency items such as ceiling fans, window screens, and screen doors if missing or not functional at the time of inspections.
 - Electrical components can be inspected including service, meter, wiring, and fixtures even if no electrical work is being specified.

4. Term of the Contract

The contract will commence once executed with the Department of Metropolitan Development and will be in effect for 18 months and may be renewable up to an additional 18 months. The City anticipates that the Contractors who receive contracts will complete individual Scopes of Work in accordance with the timeline determined by the City. This is typically 60 days after the Notice to Proceed is signed.

The Contractor shall disclose all projects for private development that may be in conflict with other City projects before execution of the contract.

The City's acceptance of a proposal and approval of the award shall be contingent and conditioned upon the parties' entry into and execution of a written contract acceptable to the City.

5. Subcontracting

The City will allow subcontracting for this agreement; however, the Contractor must provide a list of subcontractors to City prior to the commencement of work. All persons working on this project shall be employees or independent contractors of the Contractor as defined by law. The list shall include the name of the Contractor, the company the Contractor is assigned to, and the hourly labor rate.

6. Submission Requirements

All submittals must include the following and will be checked against **Section 12, Checklist of Items for Submission**.

- a. Cover Letter explaining an overview of the company and the reason for applying.**
- b. Contractor Application Form (Attachment A), including organization name, contact name, address, phone number, and email address.**
- c. Qualifications Narrative, separate from attachment A:**
 1. General Information
 - a. Description of the organization & team.
 - b. Organizational chart with names and titles.
 - c. Special certificates and /or licenses. e.g. Lead RRP or Abatement
 - d. Document capacity to address the scope of work.
 2. Team Experience and Qualifications
 - a. Detail each team member's role on this project.
 - b. Detail each team member's certifications and or trainings.
 - c. Indicate which Anticipated Scopes will be completed using subcontractors.

All Contractors responding to the RFQUAL must demonstrate the following:

Contractor shall be licensed and bonded with the City during the term of this Agreement.

For further information, go to the following City of Indianapolis Business and Neighborhood Services web site: <https://www.indv.gov/activity/contractor-licenses>.

Be in good standing with the City of Indianapolis, or not have any complaints under the Better Business Bureau regarding Contractor's work and performance.

Be able to complete the type of services that will be requested by local homeowners as outlined in **Section 3, Anticipated Scope of Work**. A scope of services will be drafted specific to each household; however, general services outlined above will be a part of the City contract.

Contractor shall obtain all necessary permits when required by federal, state, or municipal laws to cover the scope of services to be performed by the Contractor.

It is hereby agreed that City will be damaged in the sum of **two hundred (\$200.00) liquidated damages per day for each day** Contractor is unable, or refuses, to provide the services in the amount and manner herein provided. Contractor agrees to pay City said damages or, in the alternative the City may withhold monies otherwise due the Contractor. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit the City's other remedies under this agreement, or as provided by applicable law.

d. Relevant Organizational Experience

Document the organization's capacity and intent to proceed without delay if selected for this work.

Provide a detailed description of the Organization's ability to implement the **Anticipated Scope of Work** as detailed in **Section 3**.

An outline of qualifications and experience in performing similar services for each service your organization wishes to provide. List any educational degrees, **active** licenses/certifications, and relative work experience. **NOTE:** A statement of interest is not required for each service.

Three (3) business references from previous clients; preference will be given to references where similarly requested services were performed. Do not include references that are currently employed by City. ***Letters of reference should be included in this section as well as listed in the Contractor Application Form – Attachment A.***

e. Current Certificate of Insurance with all sections covered per Insurance section 5.08 on pages 24-25. These are minimum requirements. Read these carefully and share with you Insurance company to ensure that all sections are covered.

f. Copy of MBE/WBE/XBE Certification – if applicable.

7. MBE/WBE/VBE/DOBE ("XBE") participation form or waiver

It is the policy of the City that Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Veteran Business Enterprises (VBEs), and Disability-Owned Business Enterprises (DOBEs) shall have the maximum feasible opportunity to participate in the performance of contracts. Consequently, the City, through Article IV, Section 202-401 of the revised municipal code & The Consolidated City of Indianapolis and Marion County MBE/WBE/VBE/DOBE Business

Utilization Plan in Indianapolis, has established MBE participation goals of 15%, WBE participation goals of 8%, VBE participation goals of 3%, and DOBE participation goals of 1% for its dollars spent on public works, goods, and services.

In order to help accomplish this goal, the City is requesting that you include with your submittal information regarding your status as an MBE, WBE, VBE, or DOBE. Additionally, please include contact information for any MBE, WBE, VBE, or DOBE owned Vendors directly participating in your business operations. The City also requests contact information for any MBE, WBE, VBE, or DOBE sub-contractors that you might use in the course of doing business with the City.

Some examples of this kind of service include, but are not limited to: office supplies, courier services, shipping services, etc. These services can occur at the local, state, or national level. Please include an estimated percentage or dollar amount that you anticipate using.

Be advised that the information provided on MBE/WBE/VBE/DOBE participation will be included as part of the evaluation criteria for this RFQ. Accordingly, it is imperative that you do everything possible to obtain the information above and supply it as part of the submittal.

In order to be recognized by the City of Indianapolis/Marion County as an MBE/WBE/VBE/DOBE participant, **your company must be certified with the Office of Minority & Women Business Development (OMWBD)**. The City will recognize only City of Indianapolis certified firms regardless of any other state or national affiliation.

If you should need assistance in obtaining information or certification for possible participation in a contract, please contact the OMWBD on the Internet at www.indy.gov/omwbd or by phone at (317) 327-5262.

Respondents can view a list of City OMWBD approved MBE/WBE/VBE/DOBE vendors by going to this web page: <https://www.indy.gov/activity/find-omwbd-contractor> and selecting the appropriate monthly "Vendor Listing" spreadsheet.

8. Compensation

Since this is a Request for Qualifications only, **any Vendor submission of compensation will cause your submittal to be rejected**. After the City selects a short list of candidates, negotiations will begin with each Vendor and the City will encourage, only at that time, innovative responses regarding compensation for representing the City in providing consulting services.

The Purchasing Division competes Public Bids for all goods and services over \$150,000.00 for the originating Agency following the procedures for competitive bidding as specified in IC 5-22-7.

9. Non-Discrimination

The respondent agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans with Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act no. 220, Public Act of 1976, as amended and all other applicable federal, state and local laws and regulations. Specifically, Contractors and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex, gender identity, veteran status, or

disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

10. Submission Instructions

Please provide **one (1) electronic submission** of the submittal to this Request for Qualification.

Please send your submittal via email to Des Conlon at desmond.conlon@indy.gov.

Subject must read Homeowner Repair – Contractor Pool: RFQUAL-13DMD-2026-3.

Submissions must be signed by a representative of the respondent organization authorized to submit and establish fees on behalf of the respondent organization and bind the respondent organization to the terms and conditions of this RFQUAL.

11. Evaluation

Contractors will be evaluated on the following items.

- Knowledge of any previous experience with the supply or service being acquired. The City asks that **all respondents have at least five (5) years working experience/knowledge**. Experience via an apprentice program is preferred.
- **Possession of required licenses for Marion County.** Information regarding licenses for general contractors, electrical contractors, heating and cooling contractors, wrecking contractors, and plumbing contractors can be found at <https://www.indy.gov/activity/contractor-licenses>.
- **Registration in sam.gov system as required by federal contracted agencies.**
- Positive customer surveys and past performance ratings.
- **Possession of the lead-based paint renovator certification from the EPA. More than two employees with this specific certification is preferred. If Lead based work is undertaken Lead Worker and Lead Supervisor certificates must be supplied.**
- Business location within Marion County is preferred.
- Ability to meet timely deadlines by scheduling work in less than a month time frame of being selected.
- Payment of workers with a living wage will be preferred. Living wage for Marion County is currently set at \$20.44 for a single adult with no children.
<https://livingwage.mit.edu/states/18>

Contractors with any valid employment/discrimination complaints or harassment complaints will not be selected.

12. Checklist of Items for Submission

- a. Cover Letter
- b. Contractor Application Form – Attachment A
- c. Qualifications Narrative (3-5 Pages)
 - i. Copies of License from BNS
 - ii. Copies of Lead-Based Paint Renovator Certification
 - iii. Copies of other appropriate certificates or licenses such as Lead worker and Supervisor
- d. Relevant Organization Experience (3-5 pages)
 - iv. Letters of Reference from previous clients
- e. Current Certificate of Insurance – see 5.08 requirements – check the details
- f. Copy of MBE/WBE/XBE Certification – if applicable

14. Contractor Requirements

14.1. Scheduling

Non-Emergency/Scheduled work shall be defined as work determined in advance by the City, with a written quote prepared in advance and agreed to by the Contractor and the City. Contractor must agree to use DMD's required project management software (Rehab Spec) for quote submission. Contractor shall start within a reasonable timeframe of less than one month. Contractor shall submit an estimated schedule with quote. No overtime, holiday or weekend work will be allowed unless approved in advance by the City.

Time extensions on a job may be granted by the City based upon inclement weather, acts of God, or other events beyond the control of the Contractor. Such extensions must be in writing and agreed to by both parties.

Any emergency or High Priority work commencement shall be at the sole discretion of the City. Quotes for priority work are expected within 24-48 hours. Work on priority projects is expected to start within 48 hours of being awarded and Notice to Proceed is signed.

14.2. Staffing

Contractor shall include a suitable back-up provision for employee vacations, illnesses, or other situations that arise infrequently, but prevent the Contractor from responding directly to a notification. Contractor shall be ultimately responsible for ensuring that City's needs are met at all times.

Contractor shall have the capability to perform all enumerated services in- house, or by the use of fully qualified subcontractors.

Contractor shall ensure that staffing levels, labor types and hours worked are reasonable and necessary for any given project.

14.3. Warranty I Guarantees

Contractor shall guarantee replacement projects and repairs for a minimum period of one (1) year from the date of installation or completion. Contractor shall provide the City with documentation for any manufacturer warranty periods longer than one (1) year and shall properly inspect and install the components in a manner that does not void any manufacturer's warranty. Failure of any portion of the repairs or parts within one (1) year due to improper workmanship, materials of construction, or design may result in a refund

to the City of the purchase price of that portion which failed; or all other remedies provided by law.

If a manufacturer's warranty extends beyond the one (1) year period mentioned herein, the Contractor shall make sure that City can take full advantage.

City shall inspect the workmanship and quality of materials, and will approve the completion of the repair, as a partner with the homeowner. Disputes shall be resolved by the Administrator of the Division of Community Investments of the Department in conflict and are not subject to arbitration.

14.4. Safety

Contractor shall be solely responsible for initiating, supervising, and maintaining all needed safety precautions in connection with the work. Contractor shall take all necessary precautions for the safety of, and provide for the necessary protection to prevent damage, injury or loss to, employees, bystanders, materials, equipment and property. In so doing, Contractor shall comply with the applicable rules and regulations of any regulatory body (e.g. OSHA, IOSHA,) having jurisdiction over the safety of persons or property. Contractor shall be liable for any resulting damage arising from its operations. Hard hats and fall protection shall be worn and functional as required by OSHA, IOSHA, and local building ordinances when employees are working on City property.

Likewise, the Contractor shall abide by all federal, state and local laws, rules and regulations as relates to the handling, storage, transportation and disposal of all waste including, but not limited to hazardous waste, on all projects, and shall in no instance improperly store or dispose of a hazardous waste on City property. Contractor shall comply with all other environmental laws or regulations in effect.

14.5. New and Replacement Parts

Quality Assurance and Control of Installation

- Contractor shall monitor Quality Control over suppliers, manufacturers, products, services, site conditions, and workmanship, to furnish work of specified quality.
- Contractor shall comply with the manufacturer's instructions, including each sequential step.

Contractor shall ask for clarification in the event of conflict between manufacturer's instructions and contract documents.

- Contractor shall comply with specified standards as minimum quality levels except where more stringent parameters on any phase would demand higher levels of quality.
- All work will be done to the highest level of quality and workmanship per industry standards. Contractor shall ensure that all work is performed only by persons capable of producing the required level of quality.

Contractor shall ensure that all products being secured are secured positively by devices that withstand stress, vibration, distortion, or disfigurement.

14.6.

Tolerances

- Contractor shall monitor all tolerances of installed and ensure that tolerances do not accumulate.
- Contractor shall comply with manufacturer's tolerances. In the event of a conflict between the Contract Documents and the manufacturer's tolerances, the Contractor shall request clarification from the Agency/Department before proceeding.

Contractor shall establish dimensions within tolerances before securing products permanently.

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15. Federal and Local Contractual Obligations

In all cases, the City of Indianapolis must be listed as additional insured and the Certificates of Insurance must be submitted to DMD prior to contract execution.

15.1. No Conflict of Interest

The Contractor agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Contractor hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the DMD, or the Contractor, or of any designated public agencies or Sub-recipients which are receiving funds under the City's CDBG Entitlement program.

The 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.

For purposes of compliance with IC 36-1-21, Project Sponsor certifies and warrants to City that Contractor, or a person who wholly or partially owns the Contract Business, 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.

15.2. Building Standards

Any housing constructed, rehabilitated or acquired, as part of this RFQUAL shall, at the conclusion of services provided pursuant to the RFQUAL, with the respect to such services performed, comply with the property standards and codes specified in the Indiana Residential Code and Indiana Building Code and the Revised Code of the Consolidated City of Indianapolis - Marion County.

15.3. Inspection of Project

Any duly authorized representative of the DMD or HUD shall, at all reasonable times, have access and the right to inspect the Project until termination of this Agreement.

15.4. Section 3

The Contractor shall include the following language regarding compliance with the federal Section 3 requirements in all subcontracts related to the Project:

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12

U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons.

- i. Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968, formerly federal regulations at 24 CFR Part 135. HUD released a final rule in the Fall of 2020, changing the regulation to 24 CFR Part 75. The final rule moved from tracking the number of qualified new hires (Section 3 residents) in Section 3 projects to tracking the total labor hours worked by Section 3 workers and targeted Section 3 workers. In connection with the final rule at 24 CFR Part 75, HUD published a document citation via the federal register, 85 FR 60907, Section 3 Benchmarks for Creating Economic Opportunities for Low- and Very Low-Income Persons and Eligible Businesses. The citation includes benchmark numbers and the methodology for determining the benchmarks.
 - ii. HUD established nationwide benchmarks for work performed by tracking total labor hours. The two benchmarks are: (1) twenty-five percent (25%) or more of the total number of labor hours worked on a Section 3 project is performed by Section 3 workers; and (2) five percent (5%) or more of the total number of labor hours worked on a Section 3 project is performed by targeted Section 3 workers. The five percent is a function of the twenty-five percent (i.e., if there are 100 labor hours, then at least 25 labor hours should go to Section 3 workers, at least five of which should be targeted Section 3 workers). If reporting indicates that the City has not met the Section 3 safe harbor benchmarks, the City must report in a method prescribed by HUD program offices on the qualitative nature of its activities and those its contractors and subcontractors pursued per 24 CFR § 75.15(b) and § 75.25(b).
- B. The Parties to this contract agree to comply with HUD's regulation in 24 CFR Part 75 and Department of Metropolitan Development (DMD) policy and guidelines, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediments that would prevent them from complying with the Part 75 regulation.
- C. The contractor agrees to include this Section 3 language in every subcontract subject to compliance with HUD's regulation in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 language, upon a finding that the subcontractor is in violation of HUD's regulation in 24 CFR Part 75 and DMD's policy and guidelines. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulation, 24 CFR Part 75.
- D. Noncompliance with HUD's regulation in 24 CFR Part 75 and DMD's policy and guidelines may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

- E. If the Project is subject to Section 3, the Project Sponsor and its subcontractors shall perform the following responsibilities:
- i. Sign and date the End-User Agreement of the City of Indianapolis' Section 3 Plan, accepting that contractor(s) and/or its subcontractor(s) will read the City of Indianapolis' Section 3 Plan and follow the required prioritization of effort.
 - a. Email a scanned copy or mail the physical copy to the City of Indianapolis' Section 3 Coordinator.
 - ii. Clearly indicate Section 3 eligibility on all job postings with the following stipulation: "This job is a Section 3 eligible job opportunity. We encourage applications from individuals that are low-income and/or live in public housing and/or receive a Section 8 voucher."
 - iii. Include the City of Indianapolis' Section 3 Self-Certification forms for Section 3 workers, targeted Section 3 workers, and Section 3 business concerns in all job postings.
 - iv. Submit all bid solicitation documents with the required Standard Section 3 Contract & Bid Language included to the City of Indianapolis' Section 3 Coordinator.
 - a. Email a scanned copy or mail the physical copy to the City of Indianapolis' Section 3 Coordinator.
 - v. Submit all contract award documents with the required Standard Section 3 Contract & Bid Language included to the City of Indianapolis' Section 3 Coordinator.
 - a. Email a scanned copy or mail the physical copy to the City of Indianapolis' Section 3 Coordinator.
 - vi. Report all labor hours, Section 3 and non-Section 3, in the City's official claim spreadsheets for the claim's time period (final claims must be cumulative). Complete the following tabs on the claim spreadsheet:
 - a. HUD Form-4737
 - vii. The HUD Form-4737 sheet tracks cumulative Section 3 worker hours by business. For example, "Business A had a total of 30 Section 3 worker hours out of 100 total hours."
 1. All claimed Section 3 business concerns, Section 3 workers, and targeted Section 3 workers must submit completed City of Indianapolis' Section 3 Self-Certification forms to the Section 3 Coordinator.
 - a. HUD Form-4737A
 - viii. The HUD Form-4737A sheet tracks Section 3 worker hours by worker. For example, of the 30 Section 3 worker hours listed above, "Andy worked 10 hours, Brandon worked 15 hours, and Carmen worked 5 hours."
 1. All claimed Section 3 business concerns, Section 3 workers, and targeted Section 3 workers must submit completed City of Indianapolis' Section 3 Self-Certification forms to the Section 3 Coordinator.

- ix. If, at completion of the Section 3 project, contractor(s) and/or its subcontractor(s) have not met the Section 3 safe harbor benchmarks, provide requested evidence listed in the City of Indianapolis' Best Efforts and Greatest Extent Feasible or fifth page of the City of Indianapolis' Section 3 Plan (these contain the same requested information).
 - a. Email a scanned copy or mail the physical copy to the City of Indianapolis' Section 3 Coordinator.
- x. At completion of the Section 3 project, provide requested evidence listed in the City of Indianapolis' Section 3 Compliance Review Checklist for the following subheadings: Procurement and Contract Documents; Business and Worker Records; Outreach Documents; and, when necessary, Other Documents.
 - a. Email a scanned copy or mail the physical copy to the City of Indianapolis' Section 3 Coordinator.
- xi. At completion of the Section 3 project, sign and date the End-User Agreement of the City of Indianapolis' Section 3 Compliance Review that certifies contractor(s) and its subcontractor(s) have followed the required prioritization of effort.
 - a. Email a scanned copy or mail the physical copy to the City of Indianapolis' Section 3 Coordinator.

15.5. Estimates I Purchase Orders

Prior to work being performed, Contractor shall submit a written quote (or estimate) to the City for each job on a time and materials basis, with a not-to- exceed dollar amount. The quote shall be submitted through DMD's required digital portal and include an itemized listing of all labor hours and materials required to complete the specific project. The cost of any specialized equipment rental shall also be provided for approval by the applicable department/agency. This quote is for the City's budgetary purposes. After project completion, the City will pay only for those hours actually worked and/or materials actually required. Estimates for "Emergency" and "High Priority" work must be prepared and submitted to the City within twenty-four (24) hours of time of inspection.

City will order the services under this Agreement by purchase order or other legitimate method as determined by the department/agency. The order will detail a specific number of hours at the specific dollar amount per hour, and a specific dollar amount for any parts and materials required to complete the work.

15.6. Invoices

Contractor shall submit time sheets for each project detailing hours worked, original rental sheets of approved equipment rentals, material invoices, and material delivery sheets, to the City representative through DMD's required digital portal for review and

approval. Invoices shall show a Nomenclature of the part. Manufacturer, Manufacturers part number and Manufacture's list price then extended with Contractors bid discount.

City will pay the Contractor for the specific charges list in the quote, which will typically only include:

- Hourly Labor Rates
- Parts & Materials

Upon the submittal of approved claims. City shall compensate the Contractor for all legitimate charges, including labor rates in an amount not to exceed the per unit prices as shown on the "Pricing Form."

No minimum or maximum number of service/repair calls to be purchased under this agreement is stated or implied herein. There is no guaranteed minimum dollar value for this Agreement and all service/repair calls will be done on an "as needed" basis.

15.7. **Accounting Records**

Contractor shall maintain proper accounting records for the scope of all services under this agreement and provide an accounting for all charges and expenditure as may be necessary for audit purposes. All such records shall be subject to inspection and examination by City and/or HUD representatives during normal business hours.

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Attachment A
Department of Metropolitan Development
Community Investments
Homeowner Repair Contractor Pool Application Form

Business Name:			
Business Website:			
Address:			
Business Phone:		Home Phone:	
Email:			
Type of Entity (Sole Proprietor, Partnership, Limited Liability Company, or Corporation):			
Year Business Established:			
Federal Employer ID Number:			
Gross Business Income (Sales) Last Year:			
Number of Employees, including working Owner(s):			

Which Contractor pool(s) is your company applying to?

- ☐ General Contractor
- ☐ Plumbing
- ☐ Electrical
- ☐ HVAC
- ☐ Roofing
- ☐ Lead-Based Paint Testing
- ☐ Lead-Based Paint Removal
- ☐ Asbestos Removal
- ☐ Radon Testing
- ☐ Radon Mitigation
- ☐ Mold Remediation

Do you have prior experience working with Federal housing programs? Yes ☐ No ☐
If yes, what programs?

Is this a minority, woman, veteran, or disability-owned business as defined by the City of Indianapolis OMWBD? If yes, check which applies.

WBE ☐ MBE ☐ VBE ☐ DOBE ☐

Owner Information (Provide for all owners, attach a separate sheet, if needed):

Name:		Phone:	
Street Address:		City/State/Zip:	

Name:		Phone:	
Street Address:		City/State/Zip:	

Name:		Phone:	
Street Address:		City/State/Zip:	

Name:		Phone:	
Street Address:		City/State/Zip:	

Client References:

Type of Work:		Contract Amount:	
Name:		Address:	
Phone:		Email:	

Type of Work:		Contract Amount:	
Name:		Address:	
Phone:		Email:	

Type of Work:		Contract Amount:	
Name:		Address:	
Phone:		Email:	

Supplier/Subcontractor References (List four high dollar volume suppliers or subcontractors):

Business Name:		Business Address:	
Business Phone:		Contact Name:	
Contact Phone:		\$ Volume Last Year	

Business Name:		Business Address:	
Business Phone:		Contact Name:	
Contact Phone:		\$ Volume Last Year	

Business Name:		Business Address:	
Business Phone:		Contact Name:	
Contact Phone:		\$ Volume Last Year	

(Attachment A continues on the Next Page)

Please answer the following questions regarding your business:

	Yes	No
Is the applicant presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency?	☐	☐
Has the applicant within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for the commission of fraud or criminal offense?	☐	☐
Is the applicant presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local?)	☐	☐
Has the applicant within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default?	☐	☐
Does the State of Indiana or any local agency have a tax lien against your firm?	☐	☐
Has the applicant/licensee ever been organized or done business under another corporate or company name, in the capacity of a residential builder?	☐	☐
Has the applicant ever had a registered complaint, investigation, subpoena, suspension of license, cease and desist order, or criminal prosecution against the contractor?	☐	☐
If any of the above questions are answered yes, please provide an explanation on an attached sheet.	☐	☐

The undersigned authorized representative certifies that all information herein is correct and that information may be verified from any source and further agrees:

- That the City of Indianapolis Contractor's License is current, and that the undersigned contractor agrees to maintain current status of all licenses as required by the Business Neighborhood Services Division; and
- That the undersigned authorizes the City of Indianapolis' Purchasing Division to verify and further investigate any of the information provided; and
- That all information provided is true, correct, and complete.

Applicant/Business	
Name and Title of Authorized Representative	
Signature of Authorized Representative Date	

16. Sample Agreement

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CONSOLIDATED CITY OF INDIANAPOLIS AND MARION COUNTY– DEPARTMENT OF
METROPOLITAN DEVELOPMENT

AND

XXXXXX

FOR

FOR HOMEOWNER REPAIR CONTRACTING

This Professional Services Agreement (hereinafter referred to as “Agreement”), entered into by and between the **Consolidated City of Indianapolis and Marion County by and through the Department of Metropolitan Development (“DMD”)** on behalf of all city and county agencies (hereinafter referred to as “City”) and **XXXXXX** (hereinafter referred to as “Contractor”).

WHEREAS, the City desires to have access to necessary contracting services on an as-needed, as-assigned basis, and

WHEREAS, City issued RFQ Reference RFQUAL-13DMD-2026-3 (“RFQ,”) the terms of which are incorporated herein by reference, and

WHEREAS, pursuant to the RFQ, Contractor successfully qualified to provide services to the City and desires to provide such homeowner repair services

NOW THEREFORE, in consideration of the mutual promises and representations set forth below, the parties agree to the terms herein 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. Supplements offered by City based on Contractor’s quotes and signed by Contractor as anticipated by this Agreement shall be effective and shall become part of this Agreement upon execution by the 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.
- 1.06 Where the term "Revised Code" is stated, it shall mean the municipal ordinances of Indianapolis-Marion County, Indiana that is formally known as the "Revised Code of the Consolidated City of Indianapolis and Marion County, Indiana".
- 1.07 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, including requirements for CDBG and City provided funding as detailed in section 4.01, incorporated herein.

SECTION II. DUTIES OF CONTRACTOR

- 2.01 Contractor shall provide services as specified in **Attachment A**, Scope of Services for Homeowner Repair Program – Contractor Pool RFQUAL-13DMD-2026-3, attached hereto. **Attachment A** and all terms of RFQUAL-13DMD-2026-3 are incorporated fully herein.
- 2.02 The relevant on-call services will be detailed in a project-specific Specification of Work for each project undertaken pursuant to this Agreement.
- 2.03 Contractor shall offer the services that are the subject of this Agreement to all City agencies and to other governmental units and political subdivisions on the same terms as they are offered to DMD.

SECTION III. TERM

- 3.01 The term of this Agreement shall begin on X/X/XX, and shall terminate on April 30, 2027 unless terminated earlier in accordance with this Agreement.
- 3.02 This Agreement may be renewed by agreement of parties. The term of the renewal may be less but shall not be longer than the term of the original Agreement. A 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

and all Supplements to this agreement at the rates negotiated subsequent to qualification under the RFQ and as set forth in the Supplements, each of which is incorporated herein upon execution by Contractor, and in accordance with any Notice to Proceed issued by virtue of this Agreement. However, in no event shall compensation for services under this Agreement exceed Two Million Dollars and 00/100 (\$2,000,000.00).

- 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 or its designated fiscal agent will pay Contractor within thirty (30) days after receipt of such properly itemized claim forms.
- 4.03 NO MINIMUM OR MAXIMUM GUARANTEED FOR SERVICE USE UNDER THIS AGREEMENT IS STATED OR IMPLIED HEREIN.

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 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:

1.1.1.1.1. 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

1.1.1.1.2. Demonstrate a good faith effort to achieve such percentages, in compliance with the policies and to the satisfaction of the City of Indianapolis Office of Minority & Women Business Development.

Failure of Contractor to comply with either (a) or (b), above, 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 Prompt pay requirement. 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. Violation of this requirement shall constitute a breach of this Agreement.

5.06 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.

5.07 Ownership.

5.07.1 “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.

5.07.2 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.

5.07.3 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.

5.08 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	\$1,000,000.00
Damage 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. [Reserved for Professional Liability or additional riders as needed]	

5.08.1 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.

5.08.2 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.

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

5.09 Termination for Cause or Convenience.

- 5.09.1 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.
- 5.09.2 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.
- 5.09.3 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.
- 5.09.4 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 5.09.2 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

5.10 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.

5.11 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.

- 5.12 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:

XXXXXX

Address line 1

Address line 2

Attn: Name

Email: xxxx@xxxxx.com

To City:

Department of Metropolitan Development

200 E. Washington St., Room 2042

Indianapolis, IN 46204

Attn: Finance Department

Email: dmdinvoices@indy.gov

- 5.13 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.

- 5.14 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.

- 5.15 Conflict of Interest.**

- 5.15.1** 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.

5.15.2 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.

5.16 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.

5.17 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.

5.18 Applicable Laws; Forum.

5.18.1 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.

5.18.2 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.

5.19 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.

5.20 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.

5.21 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.

5.22 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.

5.23 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.

5.24 Debarment and Suspension.

5.24.1 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.

5.24.2 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.

5.24.3 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.

5.25 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:

5.25.1 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.

5.25.2 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.

5.25.3 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.

5.26 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.

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

5.28 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:

5.28.1 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;

5.28.2 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;

5.28.3 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;

5.28.4 Is currently an official or deputy mayor of, or has appointing authority to, any agency of the City of Indianapolis or Marion County; and

5.28.5 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.

- 5.29 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. The DMD shall use reasonable efforts to process such Disbursement requests within thirty (30) days from the receipt of the request, but the Contractor acknowledges that such requests must proceed through several and various departments within the City. Each request for a Disbursement will be processed upon compliance with all of the terms, conditions and covenants of this Agreement. Any Disbursement shall be contingent on satisfactory work progress and sufficient quantity and quality of the work in accordance with the plans and specifications approved by the DMD. The DMD shall not be obligated to make Disbursements unless the DMD is satisfied, in its reasonable discretion, that the conditions precedent to the making of such advances have been satisfied by the Contractor.
- 5.30 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.
- 5.31 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

In accordance with the terms and conditions of the attached Professional Services Agreement (hereinafter “Agreement”) by and between the **Consolidated City of Indianapolis and Marion County, Department of Metropolitan Development** (hereinafter “City”) and **XXXXXX** (hereinafter “Contractor”), Contractor shall do, perform, and carry out in a good and professional manner the following services:

General Description

All activities that are conducted under the terms of the master contract/Agreement will be funded and managed or administered by the specific City Department/Agency/Division requiring services (hereinafter referred to as “Agency.”) That Agency will retain control over the management and execution of its respective projects. Each Agency will determine its own needs for services and funding sources and will facilitate other arrangements (e.g. rights of entry) for the selected contractor.

When an Agency has a need for **GENERAL CONTRACTING** services, that Agency will describe its needs and request a site/project specific work plan and cost estimate, with a not-to-exceed dollar amount (“quote”) from contractor(s). Contractor will provide a quote addressing any criteria specified by the Agency and relevant to a successful solution for the project (e.g. timeline). Lump sum pricing may be approved for certain projects at the Agency’s discretion. The requesting Agency will review the quote(s), including project scope and costs, prior to notifying the selected contractor to initiate activities for the project. The requesting Agency will be responsible for making payments for the services performed. DMD will utilize project-specific supplements to the Agreement. Other Agencies will execute a cover agreement incorporating agency-specific quote(s) to purchase services off of the Agreement.

All activities conducted under this master contract must comply with the regulatory requirements and guidelines of the Department of Housing and Urban Development (HUD), United States Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA), and other application federal, state, and local agencies.

As part of its qualification to provide the services below, the Contractor is obligated to remain current with all standards related to such services and to perform in accordance with current requirements. The activities that may be conducted under master contracts pursuant to this Agreement include, but are not limited to:

- General Contracting
- Plumbing
- Electrical
- HVAC
- Lead-Based Paint Testing
- Lead-Based Paint Removal
- Asbestos Removal
- Roofing
- Radon Testing
- Radon Mitigation
- Mold Remediation

Deliverables will be as described in the project-specific supplements to the Agreement or cover agreements incorporating agency-specific quote(s).

Notations and Assumptions

DMD – Homeowner Repairs – Contractor Pool

Final – May 2025 RFQUAL-13DMD-2026-3

1. Contractor shall obtain all necessary permits when required by federal, state, or municipal laws to cover the scope of services to be performed by the Contractor.
2. Fees associated with permit applications are the responsibility of the Agency and will be paid for on a reimbursement basis with invoice submission.
3. The City will allow subcontracting for this agreement; however, contractor must provide a list of subcontractors to City prior to the commencement of work.
4. Contractor shall be licensed and bonded during the term of this Agreement and be in good standing with the City of Indianapolis.
5. It is hereby agreed that City will be damaged in the sum of two hundred (\$200.00) liquidated damages per day for each day Contractor is unable, or refuses, to provide the services in the amount and manner herein provided. Contractor agrees to pay City said damages or, in the alternative, the City may withhold monies otherwise due the Contractor. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit the City's other remedies under this agreement, or as provided by applicable law.
6. Contractor must agree to use DMD's required project management software for quote and invoice submission.
7. Contractor shall submit an estimated schedule with quote. No overtime, holiday or weekend work will be allowed unless approved in advance by the City.
8. All projects are expected to be completed within 60 days of signed Notice to Proceed from the City of Indianapolis
9. Time extensions on a job may be granted by the City based upon inclement weather, acts of God, or other events beyond the control of the Contractor. Such extensions must be in writing and agreed to by both parties.
10. Any emergency or high priority work commencement shall be at the sole discretion of the City.
11. Contractor shall guarantee replacement projects and repairs for a minimum period of one (1) year from the date of installation or completion. Contractor shall provide the City with documentation for any manufacturer warranty periods longer than one (1) year, and shall properly inspect and install the components in a manner that does not void any manufacturer's warranty. Failure of any portion of the repairs or parts within one (1) year due to improper workmanship, materials of construction, or design may result in a refund to the City of the purchase price of that portion which failed; or all other remedies provided by law. If a manufacturer's warranty extends beyond the one (1) year period mentioned herein, the Contractor shall make sure that City can take full advantage.
12. Contractor shall monitor Quality Control over suppliers, manufacturers, products, services, site conditions, and workmanship, to furnish work of specified quality. Contractor shall comply with the manufacturer's instructions, including each sequential step.
13. All work will be done to the highest level of quality and workmanship per industry standards. Contractor shall ensure that all work is performed only by persons capable of producing the required level of quality.

**ATTACHMENT B: AGREEMENT TO DISTRIBUTE
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
CFDA # 14.218**

THIS AGREEMENT TO DISTRIBUTE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (the "Agreement") and City Funds is entered into as of this XX day of XXX, 2026 by and between XXXXXX, (the "Contractor") and the Consolidated City of Indianapolis acting by and through its Department of Metropolitan Development (the "DMD").

RECITALS

1. Title I of the Housing and Community Development Act of 1974, 42 U.S.C. §5301-5321, as amended (the "Act"), created the Community Development Block Grant ("CDBG") program to provide funds for the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income.
2. The Department of Housing and Urban Development ("HUD") is authorized to allocate funds under the Act, and has promulgated rules, regulations and policies, including 24 CFR 570 (collectively, the "Regulations"), to implement the purposes of the Act.
3. Pursuant to the Act, the DMD has applied for funds ("CDBG Funds") from HUD.
4. The DMD has approved Contractor's application (the "Application") to use a portion of the CDBG Funds to accomplish purposes consistent with the Act, as described herein (the "Project").
5. The DMD is willing to make a grant of CDBG Funds (the "Grant") to the Contractor for the intended uses and purposes of the Project, subject to compliance with and satisfaction of the terms and conditions set forth or incorporated by reference in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual obligations, covenants and promises of the parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Contractor and the DMD hereby agree as follows:

ARTICLE I. DEFINITIONS AND INCORPORATIONS

1.01 All of the provisions of 24 CFR 570, including definitions, are incorporated herein by reference. A copy of 24 CFR 570 can be located at: <https://www.govinfo.gov/app/collection/cfr/2018/>

1.02 All of the provisions of the DMD's CDBG Federal Grants Policies and Procedures Manual ("CDBG Policies") including definitions, located at <https://www.indy.gov/activity/community-development-grants> are incorporated herein by reference. The CDBG Manual is updated as needed, and no less than once annually, as required by Federal Grant Guidelines. Parties agree that the provisions and required updates are enforceable as terms and conditions of this agreement.

1.03 Contractor's RFQ application ("Application") is hereby incorporated by reference. DMD has relied upon Contractor's representations made in Application in awarding the grant and such representations

shall be considered enforceable conditions of the Agreement.

1.04 “Reimbursement” means any periodic distribution by DMD of Grant proceeds to the Contractor to pay Eligible Costs incurred and paid for by the Contractor.

1.05 “Eligible Activities” means those activities meeting the purposes of the Act, as enumerated at 42 U.S.C. §5305 and 24 CFR 570.200-206.

1.06 “Eligible Costs” means the costs identified and incorporated herein and more specifically described in those documents required to be submitted for each Reimbursement, and incurred for completion of the Project; provided, however, that all such costs must be in compliance with the terms of the Act, the Regulations and 24 CFR Part 200. DMD shall have the sole discretion to determine whether costs are compliant with the Federal Regulations and the CDBG policies in order to constitute Eligible Costs.

1.07 “Project” means the specific Eligible Activities to be assisted with the Grant, as described in Section 2.02 below.

1.08 “Project Completion Date” means the date the DMD shall have determined that the Project has reached completion in accordance with the plans and specifications approved by the DMD and is in compliance with the Act, as described in Section 2.04.

1.09 “Program Income” means the gross income received by the Contractor directly generated from the use of CDBG funds.

ARTICLE II. TERMS OF GRANT AND SCOPE OF PROJECT

1.0

2.01 Description of Project. The Project shall, and the Contractor certifies that the activities carried out with the CDBG Funds shall, meet one or more of the national objectives of the Act: (a) benefit low/moderate income persons; (b) aid in the prevention or elimination of slums or blight; and (c) meet community development needs having a particular urgency, all as described in 24 CFR 570.208. A detailed description of the Project including, without limitation, the Eligible Activities and tasks to be performed for completing the Project, is attached hereto and incorporated herein as **Attachment A**.

2.02 Description of Work and Itemized Cost Estimate. The Contractor, with its regular construction or maintenance crew and personnel, at its standard schedule, working hours or wages set forth in the Davis-Bacon Act, or by an approved contractor, will make the necessary adjustments, removals, alterations and/or relocation in its existing facilities as shown on Schedule I, attached hereto and incorporated herein by reference.

2.03 Schedule for Completing Project. The Project shall be timely completed in compliance with the schedule; provided, however, that if the Project is not completed by the specified deadline, the DMD may, in its sole discretion, extend the deadline by giving written notice of the extension to the Contractor.

2.04 Progress Reports. The Contractor shall submit regular Progress Reports to DMD in the form, content, and frequency as reasonably required by the DMD.

2.05 Work Commencement. The Contractor shall not start work on the adjustments, removals, alterations and/or relocations covered by this agreement until written authorization has been provided by DMD and until a satisfactory starting date has been established with the appropriate district utility

engineer

2.06 Term of this Agreement; Reversion of Assets. Unless terminated earlier as provided in Article VI below, this Agreement shall remain in effect for any period that the Contractor has control over CDBG Funds, including program income. Upon expiration of this Agreement, the Contractor shall transfer to the DMD any CDBG Funds on hand at the time of expiration (or received after the Agreement's termination) and any accounts receivable attributable to the use of CDBG Funds. In addition, upon expiration of this Agreement, if any real property under the Contractor's control was acquired or improved in whole or in part with CDBG Funds in excess of \$25,000.00, then the Contractor shall elect and satisfy one of the two requirements at 24 CFR 570.503(b)(7).

2.07 Reimbursements. When requesting a Disbursement of Grant funds, the Contractor shall comply with the applicable claims procedure set forth in the CDBG Policies. The Contractor may not request a Reimbursement of funds until payment has been made by the Contractor for Eligible Costs, and the Reimbursements will be made only in accordance with the benchmarks in **Attachment A**. The DMD shall use reasonable efforts to process such Disbursement requests within thirty (30) days from the receipt of the request, but the Contractor acknowledges that such requests must proceed through several and various departments within the City. Each request for a Disbursement will be processed upon compliance with all of the terms, conditions and covenants of this Agreement. Any Disbursement shall be contingent on satisfactory work progress and sufficient quantity and quality of the work in accordance with the plans and specifications approved by the DMD. Prior to the last Disbursement, the sum total of any and all Disbursements shall not exceed ninety percent (90%) of the total amount of the Grant. The DMD shall not be obligated to make Disbursements unless the DMD is satisfied, in its reasonable discretion, that the conditions precedent to the making of such advances have been satisfied by the Contractor. The Contractor irrevocably authorizes the DMD, at DMD's option (without any obligation to do so), to make Disbursements for work performed or materials furnished directly to any contractor of the Contractor entitled to payment by check payable to such person to which a Disbursement is to be made. No further direction or authorization from the Contractor shall be necessary or required for such direct Disbursements. Any additional payment procedures are specified in the CDBG Policies and/or **Attachment A**.

ARTICLE III. CONDITIONS PRECEDENT

3.01 The DMD shall be under no obligation to make a Disbursement of Grant funds to the Contractor unless all of the conditions precedent specified below have been fulfilled and evidence shall have been delivered to the DMD of the satisfaction of such conditions precedent, which satisfaction shall be in the DMD's sole and absolute discretion:

- A. The funds are needed and will be used solely to pay Eligible Costs actually incurred and paid by the Contractor in accordance with this Agreement;
- B. The representations and warranties of the Contractor contained in or incorporated by reference in Article IV of this Agreement continue to be true, complete and accurate;
- C. The Contractor has carried out all of its obligations and is in compliance with all the covenants specified in Article V of this Agreement, to the extent that such obligations or covenants are required to have been carried out or are applicable at the time of the request for the Disbursement;
- D. The Contractor has not committed or suffered an act, event, occurrence or circumstance, which constitutes an Event of Default or which with the passage of time or giving of notice or both would constitute an Event of Default under Article VI of this Agreement;

- E. The Disbursements previously made, if any, have been used solely to pay or reimburse Eligible Costs actually incurred or paid by the Contractor in accordance with this Agreement; and
- F. Such additional conditions specified on **Attachment A**, if any, and/or in the CDBG Policies have been satisfied.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

The Contractor represents and warrants, as of the date hereof, that:

4.01 Authority. The Contractor has the requisite power, right and legal authority to execute, deliver and perform its obligations under this Agreement and has taken all action necessary to authorize the execution, delivery, performance and observance of its obligations under this Agreement. This Agreement, when executed and delivered, will constitute the legal, valid and binding obligation of the Contractor, enforceable against Contractor in accordance with its terms.

4.02 Capacity and Capability. The Contractor has the requisite capacity and capability to effectively administer and complete the Project.

4.03 No Conflict of Interest. The Contractor agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Contractor hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the DMD, or the Contractor, or of any designated public agencies or Sub-recipients which are receiving funds under the CDBG Entitlement program.

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.

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.

4.04 Environmental Representations. All representations made by the Contractor in connection with the environmental review remain true, and the Contractor shall comply with the CDBG Policies regarding environmental matters. To the best of the Contractor's knowledge, the Project does not involve real property the nature of which would constitute a brownfield or flood plain under applicable federal, state or local law; or, alternatively, if the Project or transactions contemplated herein do lie within a flood plain or constitute a brownfield, the Contractor has disclosure such to the DMD and otherwise fully complied with applicable laws.

4.05 Religious Activity. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the assistance funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the assistance

funded under this part, and participation must be voluntary for the beneficiaries of the assistance provided.

A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

4.06 Anti-Lobbying Certification. The Contractor hereby certifies that no federal funds have been or will be spent on lobbying activities in connection with the Project. The Contractor agrees to make disclosure as required by 2 CFR 200.450 if funds other than funds received under this agreement are spent or committed for lobbying activities.

4.07 Political Activity. The CDBG Funds shall not be used for political activities, and no personnel employed under this Agreement shall engage in any way or to any extent in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code.

4.08 Grantor Recognition. The Contractor shall insure recognition of the role of the DMD and the United States Department of Housing and Urban Development for activities carried out through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Contractor shall include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

ARTICLE V. COVENANTS OF THE CONTRACTOR

The Contractor covenants and agrees that for so long as this Agreement is in effect:

5.01 Compliance with Laws. The Contractor acknowledges that the Grant is funded with CDBG Funds, which subjects the Project to extensive federal regulation. Contractor will comply with, conform to and obey (and take such steps as are necessary to enable the DMD to comply with, conform to and obey) the Act, Regulations, and all other federal statutes, regulations, rules and policies applicable to the Project. The Contractor shall also comply with applicable state and laws and the CDBG Policies. Failure to do so may be considered an Event of Default.

5.02 Use of Funds. The Contractor shall use the Grant only to satisfy Eligible Costs incurred and paid to complete the Project. The Grant shall not be used for any prohibited activities identified in 24 CFR 570.207, or in violation of any limitations or standards governing Eligible Activities. If any Grant funds shall be determined by DMD to have been used for something other than an Eligible Cost, an equal amount from non-public funds shall become immediately due and payable to the DMD; provided, however, that the Contractor shall, subject to its full cooperation with the DMD, be entitled to an

opportunity to remedy, contest or appeal such determination.

5.03 Restrictions on Project. The Project shall continue to meet the purposes of the Act and be restricted to the Eligible Activities for the duration of this Agreement.

5.04 Income Limits. To the extent that the Project is intended to serve the primary purpose of the Act -- providing benefits to low and moderate-income persons -- the Project shall satisfy the income limits established by the Act and the Regulations. Income limits are based on information provided by HUD and are subject to change during the term of this Agreement. The current income limits are included within the CDBG Federal Grants Policies and Procedures Manual and at the HUD website <http://www.huduser.gov/portal/datasets/il.html> to the extent that the CDBG policies and the website conflict or contain discrepancies, the HUD website shall control.

5.05 Building Standards. Any housing constructed, rehabilitated or acquired, as part of the Project, at the conclusion of services provided pursuant to the Project, with the respect to such services performed, comply with the property standards and codes specified in the Indiana Residential Code and Indiana Building Code and the Revised Code of the Consolidated City of Indianapolis - Marion County.

5.06 Other Federal Requirements. The Contractor shall complete the Project and carry out all activities associated therewith in full compliance with all federal laws and regulations described in 24 CFR 570.600-570.614 (except 24 CFR 570.604), including without limitation, the following: (a) the Civil Rights Act of 1964, 42 U.S.C. §2000a et seq. and the Fair Housing Act, 42 U.S.C. §3601 et seq.; (b) Executive Orders 11063, 11246 and 12259 (equal opportunity in housing); (c) the prohibitions against discrimination on the basis of race, color, national origin, religion, sex, age and handicap as specified in 42 U.S.C. §5309; (d) the labor standards set forth in the Davis-Bacon Act, 40 U.S.C. 3141 and 40 U.S.C. 3142 et seq, and the Contract Work Hours and Safety Standards Act, 40 U.S.C. §3702 et seq.; (e) Section 202(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. §4106, et seq. and the regulations at 44 CFR 59-79; (f) the displacement and relocation requirements specified in 24 CFR 570.606; (g) the equal employment/contracting standards specified at 24 CFR 570.607; (h) the lead-based paint requirements specified at 24 CFR 570.608; (i) the Architectural Barriers Act of 1968, 42 U.S.C. §4151 et seq., and the Americans with Disabilities Act, 42 U.S.C. §12131; 47 U.S.C. §155, 201, 218 and 255; and (j) the Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Housing Receiving Federal Assistance as specified in 24 CFR Part 35, et al.

5.07 Uniform Administrative Requirements. The Contractor shall comply with the uniform administrative requirements specified at 24 CFR 570.502(b), 24 CFR 570.610, and 2 CFR Part 200.

5.08 Records and Reporting Requirements. The Contractor shall keep and maintain in its offices, for a minimum of five (5) years after the expiration of this Agreement, complete and accurate books of account and financial records in which complete and accurate entries will be made of all dealings or transactions in relation to its business and affairs and its operation of the Project in accordance with generally accepted accounting principles consistently applied. The Contractor shall also maintain, for the same period of time, complete and accurate records and other documents relating to its receipt and disbursement of the Grant and any other records and documents pertaining to the Project which the DMD or HUD may be required to maintain or report under the Act or under the Regulations, rules and policies now or hereafter enacted to implement the Act. The Contractor shall also comply with all reporting requirements specified in the CDBG Federal Grants Policies and Procedures Manual including, without limitation, the submission of quarterly reports and the year-end report.

5.09 Inspection and Audit. Any duly authorized representative of the DMD or HUD shall, at all reasonable times, have access to and the right to inspect, copy, audit and examine all books of account, records and other documents of the Contractor relating to the Project for a period of four (4) years after the expiration of this Agreement. The Contractor will cooperate fully with the DMD and HUD in

connection with any interim or final audit relating to the Grant or the Project which may be performed. Such audits shall be conducted annually and in conformity with 24 CFR Part 200 and as set forth in 24 CFR 570.503 (b)(2).

5.10 Inspection of Project. Any duly authorized representative of the DMD or HUD shall, at all reasonable times, have access and the right to inspect the Project until termination of this Agreement.

5.11 Section 3 Clause. The Contractor shall include the following Section 3 Clause in all contracts related to the Project.

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- D. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other standing, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- E. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge the subcontractor has been found in violation of regulations in 24 CFR Part 135.
- F. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- G. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- H. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e)

("Section 7(b)") also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (1) preference and opportunities for training and employment shall be given to Indians, and (2) preference in the award of contracts and subcontractors shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract are subject to the provisions of Section 3 and Section 7(b) agrees to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

5.12 EEO/AA Statement. During the performance of this Agreement, Contractor agrees as follows:

- A. The Contractor and its 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, gender identity, religion, national origin, ancestry, age, disability, or United States military service veteran status.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

5.13 Sexual Harassment Clause

- A. Contractor and subcontractors shall establish and maintain a written sexual harassment policy and shall inform its employees of the policy.
- B. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts to the Department of Metropolitan Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/ Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the Department of Metropolitan Development.
- C. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
- D. The Department of Metropolitan Development may cancel or terminate the Contract and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Sexual Harassment clause.

5.14 Drug Free Workplace Policy/Applicable Laws. The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. This includes 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 there under after execution of this Agreement shall be reviewed by the City and the Contractor to determine whether the provisions of the Agreement require formal modification.

5.15 Debarment and Suspension

- A. 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 the Contractor.
- B. 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 program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.
- C. 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.
- D. 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.

5.16 Confidentiality

- A. 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. The 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:

- (i) was known by Contractor at the time it was received;
 - (ii) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Contractor;
 - (iii) is made known to Contractor by a third person who does not impose any obligation of confidence on Contractor with respect to such information;
 - (iv) 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
 - (v) information that is independently developed by Contractor without references to the confidential information.
- B. 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 this 5.16 (A)(iv), above.
- C. Contractor acknowledges that City will not treat this Agreement as confidential information and will post the Agreement on the City 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.

ARTICLE VI. EVENTS OF DEFAULT REMEDIES

6.01 Performance Monitoring. DMD will monitor the performance of the Contractor against goals and performance standards required herein. Substandard performance as determined by DMD will constitute non-compliance with this Agreement.

6.02 Events of Default. Each of the following shall constitute an "Event of Default" for purposes of this Agreement:

- A. The failure of the Grant to be used solely for Eligible Costs incurred to complete the Project.
- B. The material inaccuracy of any representation or warranty made by Contractor to the DMD or HUD in the Application, this Agreement, or otherwise.
- C. The Contractor's failure to properly perform any other material provision or covenant contained in this Agreement, including failure to meet timelines, benchmarks, failure to turn in Quarterly Reports, or any failure to meet other CED requirements and such failure shall remain un-remedied for a period of thirty (30) days after written notice thereof to Contractor from the DMD, including the failure of the Contractor to timely complete the Project in accordance with **Attachment A**. During the 30-day cure period, the DMD may withhold all or any portion of Disbursements.

6.03 Remedies; Termination Upon the occurrence of an Event of Default, the DMD, at its option and without notice, may terminate or suspend any obligation to make any further Disbursement and may declare the Grant immediately due and payable, whereupon the same shall become and be immediately due and payable by the Contractor (jointly and severally if more than one), without presentation, demand, protest, notice of protest, or other notice of dishonor of any kind, all of which are expressly waived by the Contractor, and without relief from valuation and appraisal laws. The DMD may exercise any remedies at 2 CFR part 200.338 and 2 CFR part 200.339, may declare the Contractor ineligible for any further participation in grant programs administered by the DMD, and may institute any action, suit, or other proceeding in law, in equity or otherwise, which it shall deem necessary or proper for the protection of its interests. Upon termination, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, equipment, reports or other materials prepared by the Contractor under this Agreement shall, at the option of DMD, become the property of DMD.

6.04 Termination for Convenience. Notwithstanding Section 6.03, in accordance with 2 CFR part

200.339 and 2 CFR part 200.326, Grants may be terminated in whole or in part as follows:

- A. by the DMD, with the consent of the Contractor, in which case the parties shall agree on the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
- B. by the Contractor upon written notice to the DMD, setting forth the reasons for such termination, the effective date and, in the case of a partial termination, the portion to be terminated. If, in the case of a partial termination, the DMD determines that the remaining portion of the Grant will not accomplish the purposes for which the Grant was made, the DMD may terminate the Grant in its entirety.

ARTICLE VII. MISCELLANEOUS

7.01 Expenses Incurred Upon Event of Default. The Contractor shall reimburse the DMD for all reasonable expenses and costs of collection and enforcement, including reasonable attorneys' fees, incurred by the DMD as a result of one or more Events of Default by the Contractor. The Contractor shall also reimburse the DMD for all reasonable expenses and costs incurred in connection with the making of the Grant, including reasonable attorneys' fees.

7.02 No Assignment or Succession. Except as otherwise provided by this Agreement, neither this Agreement, nor any interest of the Contractor in, under or to this Agreement, or the Project, may be assigned or transferred by the Contractor without the prior written consent of the DMD, which consent shall not be unreasonably withheld or delayed.

7.03 Amendments. No modification or amendment of any provision of this Agreement shall be effective unless made in writing and signed by all parties.

7.04 Disclaimer of Relationship. Nothing contained in this Agreement, nor any act of the DMD or of the Contractor, or of any other person, shall in and by itself be deemed or construed by any person to create any relationship of third party beneficiary, employer/employee, principal and agent, limited or general partnership, or of joint venture. The Contractor shall at all times remain an "independent contractor" with respect to performance under the Agreement. The Contractor is responsible for and shall pay all amounts and benefits owing to or for the account of its employees, if any, including, without limitation, unemployment compensation, FICA, retirement, life and/or medical insurance and worker's compensation insurance.

7.05 Survival of Covenants, Etc. All representations, warranties, covenants and agreements made by the Contractor in connection with this Agreement and all certificates delivered by the Contractor shall survive the expiration of this Agreement and the completion of the Project; provided, further, that no third party shall be entitled to rely upon any representations, warranties, covenants, agreements or certificates.

7.06 Governing Law. Except to the extent preempted by the Act or other applicable federal law, the laws of the State of Indiana shall govern all aspects of this Agreement, including execution, interpretation, performance and enforcement.

7.07 No Waiver. Neither failure nor delay on the part of the DMD in exercising any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any further exercise thereof or the exercise of any other right. No waiver of any provision of this Agreement or consent to any departure by the Contractor there from shall be effective unless the same shall be in writing, signed on behalf of the DMD by a duly authorized officer thereof, and the same

shall be effective only in the specific instance for which it is given. No notice to or demand on the Contractor in any case shall entitle the Contractor to any other or further notices or demands in similar or other circumstances, or constitute a waiver of any of the DMD's right to take other or further action in any circumstances without notice or demand.

7.08 Remedies Cumulative. All powers and remedies given by this Agreement shall be cumulative and in addition to those otherwise provided by law.

7.09 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original for all purposes.

7.10 Binding of All Successors and Assigns. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors, assigns and legal representatives.

7.11 Further Assurances. The Contractor shall, at its expense, upon request of the DMD, duly execute and deliver, or cause or be executed and delivered, such further instruments and perform or cause to be performed such further acts as may be reasonably necessary or proper in the reasonable opinion of the DMD to carry out the provisions and purposes of this Agreement, the Project or the Act.

7.12 Severability. The invalidity, illegality or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity, legality or enforceability of the remaining provisions hereof or thereof.

7.13 Headings. The headings of the Articles, sections and paragraphs used in this Agreement are for convenience only and shall not be read or construed to affect the meaning or construction of any provision.

7.14 Entire Agreement. This Agreement embodies the entire agreement and understanding between the DMD and the Contractor and supersedes all prior verbal and written agreements by, between and among the parties.

7.15 Documentation and Reporting. The Contractor shall submit to the DMD such documentation as the DMD may reasonably request, including but not limited to invoices for work completed and for materials purchased. All documentation and reporting shall be in compliance with CDBG Policies.

7.16 No Third Party Beneficiary. No contractor, subcontractor, mechanic, materialman, laborer, vendor or other person dealing with the Contractor shall be, nor shall any of them be deemed to be, third party beneficiaries of this Agreement, but each such person shall be deemed to have agreed: (a) that they shall look to the Contractor, as its sole source of recovery if not paid, and (b) except as otherwise agreed to by the DMD and any such person in writing, they may not enter any claim or bring any such action against the DMD under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the DMD and such person, each such person shall be deemed to have waived in writing all right to seek redress from the DMD under any circumstances whatsoever.

7.17 Insurance and Bonding. The Contractor shall also comply with all bonding and insurance requirements of the current CDBG Policies and 2 CFR Part 200. of 24 CFR 570 and CDBG Policies.