

CITY OF BATESVILLE, INDIANA

Mayor Mike Bettice

SUBJECT: Board of Works Meeting, Monday, February 12, 2018 at 6:30 p.m.
Council Meeting – Will follow Board of Works Meeting

ADDRESSED TO: Darrick Cox, Kevin Chaffee, Jim Fritsch, Paul Gates, John Irrgang, Tracy Rohlfig, Brad Dreyer, Doug Wilson, Stan Holt, Todd Schutte, Tim Macyauski, Randy Jobst, Eric Laker, Scott Bauer, Mike Baumer, Sarah Lamping, Steven Harmeyer, The Herald-Tribune, WRBI

Board of Works

Call Meeting to order.

Roll Call.

Review of minutes:

Old Business:

1. August Mack Environmental Contract – Feller's Service Station
2. ARA Contract – Grant Administration – Feller's Service Station

New Business:

1. Cardinal Crawl – Street Closure Request
2. Farmer's Market – Parking Lot Usage Request
3. Margaret Mary Health Girls on the Run – Street Closure Request
4. Kiwanis Carnival – Parking Lot Usage Request
5. Sgt. Chad Keith 5k – Street Closure Request
6. Rapid Response Low Profile Vehicle Bid
7. Replacement EMS Vehicle Bid

**City of Batesville
Board of Works
Memorial Building
January 8, 2018
6:30 PM**

Members Present: Mayor Mike Bettice, Brad Dreyer, John Irrgang
Absent: None

Clerk-Treasurer: Paul Gates

Mayor Mike Bettice announced that all 3 Board of Works members from 2017 would remain on the Board for 2018.

John Irrgang made a motion, seconded by Brad Dreyer to approve the minutes for the Board of Works meeting on December 11, 2017.

Vote: For: Bettice, Dreyer, Irrgang. Against: None. **Motion carried.**

Brad Dreyer made a motion, seconded by Mike Bettice to approve the minutes for the special Board of Works meeting on December 18, 2017.

Vote: For: Bettice, Dreyer, Irrgang. Against: None. **Motion carried.**

Brad Dreyer made a motion, seconded by John Irrgang to approve the 2018 Wastewater Utility budget as presented by Clerk-Treasurer Paul Gates.

Vote: For: Bettice, Dreyer, Irrgang. Against: None. **Motion carried.**

Mike Bettice made a motion, seconded by Brad Dreyer to approve a contract with HWC Engineering for services in connection with the multi-use trail project which will extend the existing trail from Brum Woods to the YMCA. The Federal grant monies will be available for this project in 2021, with construction to be completed in 2022.

Vote: For: Bettice, Dreyer, Irrgang. Against: None. **Motion carried.**

John Irrgang made a motion, seconded by Brad Dreyer to adjourn the meeting.

Vote: For: Bettice, Dreyer, Irrgang. Against: None. **Motion carried.**

Meeting adjourned at 6:48 PM.

Attest:

Michael A. Bettice, Mayor

Paul J. Gates, Clerk-Treasurer



317.916.8000 • www.augustmack.com
1302 North Meridian Street, Suite 300 • Indianapolis, Indiana 46202

January 30, 2018

Mayor Michael Bettice
City of Batesville
132 South Main Street
Batesville, IN 47006

**Re: Proposal for Environmental Services
Former Fellers Service Station (Site)
18 North Elm Street
Batesville, Indiana
August Mack Proposal Number PR3311.380**

Dear Mayor Bettice:

August Mack Environmental, Inc. (August Mack) is pleased to provide you with this proposal for environmental services, which includes engineering and environmental oversight of the demolition/clearance and remediation activities at the above-reference Site. The purpose of this proposal is to address the scope of services requested by the City of Batesville in a letter dated July 28, 2017 and subsequently outlined in the *August Mack State of Qualifications for City of Batesville Blight Clearance Program Proposal* dated August 28, 2017.

The scope of work is presented below along with associated cost information.

SCOPE OF WORK

Preparation of Bid Specification Document

- August Mack will prepare a bid specification document that will outline the implementation activities necessary for a chosen contractor to complete the requested scope of services, including: asbestos abatement; universal waste removal; Site demolition and restoration; oil/water separator clean-out, removal, and disposal; in-ground hydraulic lift clean-out, removal, and disposal; and removal and disposal of a previously closed-in-place underground storage tank (UST).

Clearance and Remediation Tasks

Asbestos Survey and Oversight of Abatement

- Buildings constructed prior to 1989 could potentially have asbestos-containing materials (floor tiles and mastics); therefore, prior to demolition, an August Mack

State of Indiana-Licensed Asbestos Building inspector will conduct an inspection of suspect asbestos-containing materials. The inspector will identify the number and locations of bulk material samples necessary to sufficiently characterize the suspect asbestos-containing materials (ACMs) associated with the building. All bulk samples of the suspect-ACMs will be collected in accordance with United States Environmental Protection Agency's (US EPA) Asbestos Hazardous Emergency Response Act (AHERA) guidelines.

- The bulk material samples collected during the inspection will be transported by August Mack personnel using strict chain-of-custody documentation. The samples will be submitted to EMSL Analytical Laboratories, Inc., a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory. All samples will be analyzed utilizing polarized light microscopy (PLM) augmented with dispersion staining as specified in U.S. EPA Method 600/M4-82-020.
- It should be noted that some damage may be incurred to building materials in an attempt to uncover all potential ACMs. If there are spaces that are not reasonably accessible due to safety hazards or construction of the space, which we do not anticipate at this time, the client will be notified immediately and these areas will be noted.
- If necessary, August Mack will oversee the removal and disposal of ACMs that will be performed by a State of Indiana licensed Asbestos Abatement Contractor. All abatement should be conducted following all state and federal regulatory requirements and all asbestos waste generated during the course of the abatement should be disposed in an approved landfill.
- An August Mack State of Indiana Licensed Asbestos Building Inspector along with the abatement contractor Project Supervisor will conduct a final visual inspection of the work area to ensure the thoroughness of the abatement and document the successful removal of the material.
- Upon completion, August Mack will prepare a final letter report. The report will include Site information, inspection and testing protocols and methodologies, and summary of findings.

Universal Waste Survey and Oversight of Removal

- August Mack will perform an initial walkthrough of the Site building to identify types and amounts of universal waste present within the Site building.
- August Mack will oversee the proper containerization and off-Site disposal of universal waste.
- Upon completion, August Mack will prepare a final letter report. The report will include Site information, inspection findings, and documentation of proper disposal.

Oversight of Site Demolition and Restoration

- August Mack will oversee permitting, Site preparations, and demolition of the Site building and surrounding pavement in addition to disposal of building materials and Site restoration.

*Oversight of Removal and Disposal of Previously Closed-In-Place UST**Oversight of Oil/Water Separator and In-Ground Lift Clean-Out, Removal, and Disposal Closure Sampling and Reporting*

- August Mack will oversee the removal of the UST located beneath the western portion of the Site building that was reported to have been previously closed-in-place per the Indiana Department of Environmental Management (IDEM) Virtual File Cabinet (VFC) records.
- Following removal, August Mack will oversee the backfill placement within the former UST pit.
- August Mack will oversee the cleaning, removal, and proper off-Site disposal of the oil/water separator and in-ground hydraulic lift system components.
- Upon completion of removal activities, the excavations and any soil removed will be assessed for evidence of contamination. The inspection will involve visual observation supplemented by organic vapor monitoring using a photoionization detector (PID). August Mack is assuming that impacted soils will not be encountered. If necessary, clearly impacted soils will be segregated from clean soils and placed on plastic sheeting. Soils that do not show any indication of impacts based on field screening and observation (odors and staining) will be placed back into the excavation pits after the system components are removed and the excavation assessments are completed. August Mack will conduct closure sampling to provide adequate documentation of the excavation conditions. Soil samples will be collected from the sidewalls and base of each excavation area. If any impacts are identified, you will be immediately notified and options to further evaluate and/or mitigate the situation will be discussed at that time.
- This proposal includes collecting and analyzing five (5) soil samples from each excavation for the following parameters:
 - Volatile Organic Compounds (VOCs) using U.S. EPA SW846 Method 5035/8260C
 - Polyaromatic Hydrocarbons (PAHs) using U.S. EPA SW846 Method 8270 SIM
 - Polychlorinated Biphenyls (PCBs) using U.S. EPA SW846 Method 8082
- Quality Assurance/Quality Control (QA/QC) samples including one (1) duplicate and one (1) matrix spike/matrix spike duplicate (MS/MSD) sample will also be collected from each excavation area.
- All samples will be placed in laboratory-supplied sample containers, labeled, logged on a chain-of-custody form, stored on ice, and delivered to Pace Analytical Services in Indianapolis, Indiana.

- It is assumed that no water will be encountered during removal activities. In the event that water is encountered in either excavation pit, August Mack will collect one (1) water sample. The excavation water samples will be analyzed for PCBs using U.S. EPA SW-846 Method 8082¹.
- Following completion of field activities and receipt of analytical results, August Mack will prepare a Closure Report documenting the removal activities. This report will include, at a minimum, the following:
 - Residual product/sludge disposal documentation
 - Removal and disposal documentation
 - A summary of soil and groundwater sampling activities
 - Excavation analytical results
 - A photo-log documenting the field activities, and
 - Findings and conclusions regarding the Site

¹ In association with Leaking UST Incident 201411502, groundwater samples are being collected from a permanent monitoring well network for the analysis of VOCs and PAHs.

COST INFORMATION

The not to exceed **Time and Materials (T&M)** cost to complete the activities described above is **\$38,150**. A breakdown of costs associated with this work is presented in the table below.

T&M Costs

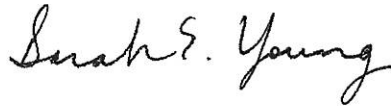
Task	Cost
Preparation of Bid Specification Document	\$7,500
Pre-demolition Asbestos Survey and Abatement • Collect samples of potential ACM associated with the Site building • Oversee ACM abatement (if necessary) • Prepare letter report of findings and activities	\$5,000
Pre-demolition Universal Waste Removal • Identify universal waste • Oversee containerization and disposal of universal waste • Prepare letter report of findings and activities	\$1,650
Site Demolition and Restoration • Oversee demolition of Site building and surrounding pavement • Oversee Site restoration	\$7,000
Removal and Disposal of Closed-In-Place UST and Oil/Water Separator and In-Ground Hydraulic Lift Clean-Out, Removal, Disposal, and Sampling • Oversee removal and disposal of UST and backfill of UST excavation • Oversee clean-out, removal, and disposal of oil/water separator and in-ground hydraulic lift and backfill of excavations • Collect closure samples of oil/water separator and in-ground hydraulic lift excavations for analysis of VOCs, PAHs, and PCBs • Prepare a Closure Report	\$17,000
Total	\$38,150

These costs assume that normal conditions are encountered, and August Mack will have access to the Site. Any delays, obstructions, or other limitations hindering efficient completion of the work, through no fault of August Mack, may result in additional charges.

You will be billed on a time and materials basis in accordance with the established Fee Schedule. You will only be billed for work performed. No work beyond what is budgeted above will be performed without your prior approval.

If you are in agreement with this proposal, please sign and return one (1) copy as your authorization to proceed. Please feel free to contact us if you have any questions or require additional information.

Sincerely,



Sarah E. Young, CHMM
Senior Manager



Christopher S. Abel, CHMM
Closure Manager

Accepted by: _____

Acknowledging the Attached August Mack Terms & Conditions and Federal and State Third Party Contract Provisions

ATTACHMENT A

Fee Schedule

Terms and Conditions and Third Party Contract Provisions



COMPANY FEE SCHEDULE

January 2017

Labor Classification	Rate/Hour
Principal	\$230.00
Senior Manager	\$155.00
Senior Compliance Manager	\$155.00
Senior Regulatory Expert	\$155.00
Senior Technical	\$155.00
Senior Project Manager	\$130.00
Operations Manager	\$130.00
Construction Principal	\$130.00
Project Manager	\$120.00
Compliance Manager/Engineer	\$120.00
eCAP® Account Manager	\$120.00
Environmental Site Assessor	\$110.00
Staff Scientist/Geologist/Chemist/Engineers	\$100.00
Field Services Manager	\$100.00
Technical Report Writer	\$95.00
Compliance Specialist	\$75.00
Field Specialist	\$75.00
Field Supervisor/ Operator	\$75.00
Driller	\$75.00
Draftsman	\$70.00
Administrative Personnel	\$65.00
Field Technician	\$60.00
Outside Professional/Service	Cost + 15%
Subcontractors	Cost + 15%
Materials & Supplies/Incidentals	Cost + 15%
Per Diem	\$40.00/Day
Mileage	Standard Mileage Rate
Supplemental Billing Units	See attached if applicable

** Please refer to the Expert Witness Fee Schedule for any work associated with litigation support, depositions, courtroom preparation or appearances.*

AUGUST MACK ENVIRONMENTAL, INC.

CLIENT TERMS AND CONDITIONS

DEFINITIONS. When used herein, the terms "we," "us," "August Mack," or "our" refer to August Mack Environmental, Inc., and the terms "you," "your," "he/she," "his/her," "it," and "its" refer to Client.

AGREEMENT. This agreement is governed by the following terms and conditions in the order of precedence: a) these Terms and Conditions; and b) August Mack's Proposal accepted by Client (the Proposal and these Terms and Conditions shall be collectively referred to as the "Agreement"). This Agreement constitutes the entire agreement between the parties and shall supersede all prior oral or written communications.

SCOPE OF WORK. Client has requested that August Mack perform the work ("Work") as specified in and for the charges set forth in our Proposal and as authorized by Client.

COMPENSATION. Invoices for services provided are due and payable upon receipt. Balances outstanding more than thirty (30) days after invoice date shall be deemed delinquent and shall be subject to a monthly finance charge of 1 ½ percent, court costs, attorney's fees, and any other cost of collection incurred by August Mack.

RIGHT OF ENTRY AND RIGHT TO PROCEED. Client grants a right of entry from time to time to August Mack, its agents, staff, consultants, and contractors or subcontractors, to perform all acts, tests, studies, evaluations and research pursuant to the Work. To the extent that any of the Work requires access to property owned or controlled by a third party, Client represents that it has obtained all licenses, permits, and rights-of-way necessary to grant August Mack access to such property.

PERMITS. Client represents that it possesses all permits and licenses required to comply fully with all laws, ordinances, and regulations governing the performance of its activities at the site.

STANDARD OF CARE AND WARRANTY. Professional services provided by us will be performed, findings obtained, and recommendations prepared in accordance with generally accepted engineering principles and practices. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED.

INSURANCE. August Mack maintains workers' compensation and employer's liability insurance for our employees as required by state laws. In addition, we maintain commercial general liability and auto liability insurance. A Certificate of Insurance can be supplied evidencing such coverage. We will not be liable or responsible for any loss, damage, or liability beyond the amounts, limits, coverage, or conditions of such insurance specified above.

PROFESSIONAL LIABILITY. Client acknowledges and agrees that our total aggregate liability to Client or any third party arising from negligent professional acts, errors, omissions, or breach of the above described standard of care and warranty, shall not exceed the amounts, limits, coverage, or conditions of our professional liability insurance or our total fee, whichever is less.

HAZARDOUS SUBSTANCES AND CONSTITUENTS. Prior to the start of any Work Client shall advise us of any hazardous substances or any condition existing in, on, or near the site presenting a potential danger to human health, the environment, or equipment. Client shall provide continuing information as it becomes available to the Client in the future. We do not assume control of or responsibility for the site or the person in charge of the site, or for communicating with any federal, state, or local public agencies regarding the Work or the site, or undertake responsibility for reporting to any federal, state, or local public agencies any conditions that may present a potential danger to public health, safety, or the environment, including but not limited to spills, releases, or leaks. Client shall bear the sole responsibility for communicating with any federal, state, or local public agencies regarding the Work or the site, and for notifying the appropriate federal, state, or local public agencies in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment, including but not limited to spills, releases, and leaks. Client shall indemnify and hold us harmless for the consequences of any communication or reporting or failure to report to any such public agency. Client shall have sole responsibility for compliance with any and all federal, state, or local laws, regulations, guidance, or other requirements relating to the handling, treatment, storage, or disposal of hazardous substances or constituents, and shall have sole responsibility for any and all changed conditions at, or hazardous substances or constituents introduced to the site by Client or any third party before, during, or after the completion of the Work. Client shall have sole responsibility for compliance with all applicable laws relating to the handling, removal, transportation, treatment, storage, or disposal of hazardous substances or constituents from, to or at the site. Client shall indemnify and hold harmless August Mack for any and all liability arising from such action, including but not limited to any allegation that August Mack is an owner, handler, generator, operator, treater, storer, arranger, transporter, or disposer under the Resource Conservation and Recovery Act as amended, the Comprehensive Environmental Response, Compensation, and Liability Act as amended, or any other similar federal, state, or local regulation or law.

CONTAMINATED EQUIPMENT. All laboratory and field equipment contaminated in performing the Work which cannot be reasonably decontaminated shall become the property and responsibility of Client. All such equipment shall be delivered to Client for final disposal. Client shall pay all costs associated with the storage, transportation, and disposal of such designated equipment. Client agrees to pay the fair market value of any such equipment which cannot reasonably be decontaminated.

UNFORESEEN OCCURRENCES. If, during the performance of the Work, any unforeseen hazardous substances or constituents or other unforeseen conditions or occurrences are encountered which, in our sole discretion affect or may affect the Work, the risk involved in performing the Work, or the recommended scope of the Work, we will promptly notify Client thereof. Subsequent to that notification, August Mack in its sole discretion may:

- (a) Complete the original Scope of Services, if practicable, in accordance with the procedures originally intended in the Proposal;
- (b) Agree with Client to modify the Scope of Services and the estimate of charges to include work on the previously unforeseen conditions or occurrences; or
- (c) Terminate the Work as provided herein effective on the date specified by us.

August Mack shall be excused for any delay in the performance of the Work resulting from unforeseen circumstances that could not have been avoided by the exercise of due care.

CLAIMS. If a third party or employee of Client brings a suit or claim for damages against us alleging exposure to or damage from hazardous substances, material, elements, or constituents at or from the property where the Work is being performed as specified in the Proposal or the surrounding property before, during, or after the Work, which is alleged to have resulted in or caused disease or any adverse health condition or other personal injury or property damage, including remediation costs, diminution of property value, or uninhabitability of property, then: Client shall be liable for, hold harmless, and indemnify us in any such suit or claim and pay on our behalf, to the maximum extent permitted by law, any and all damages, losses, liabilities, obligations, penalties, claims, judgments, costs, disbursements, or expenses, including but not limited to attorneys' and experts' fees, court costs and other costs, expenses, or disbursements, and personnel costs incurred in defense of such suit or claim. In the event that Client makes a claim against us of any kind or nature whatsoever for any alleged error, omission, or act arising out of the performance of the Work that cannot be mutually resolved without resort to arbitration or litigation, and Client fails to prove such claim, then Client shall pay all costs incurred by us in defending ourselves against the claim, including, but not limited to attorneys' and experts' fees, court costs, arbitration costs, and other costs, expenses, or disbursements, and personnel costs incurred in defense of such claim or suit. Client agrees that for the purposes of this Agreement it has failed to prove its claim when the monetary amount awarded to or recovered by it is less than the highest sum offered by us in

writing to resolve the matter prior to resolution of the claim.

EQUIPMENT. In the event that August Mack leases certain equipment to Client in order to perform the work contemplated by this Agreement: Client shall be responsible to August Mack for any loss, theft, damage, destruction, or other misuse of that equipment, and shall pay August Mack upon written demand, the amount necessary to repair or replace that equipment. To cover Client's liability to August Mack for such equipment. Client may obtain and maintain appropriate insurance against loss, theft, damage, destruction, or other misuse of such equipment, which names August Mack as an additional insured with a carrier acceptable to us. If a third party or employee of Client brings suit or makes a claim for damages against August Mack arising out of such use of August Mack's equipment, Client shall indemnify and shall pay on our behalf, to the maximum extent permitted by law, any and all damages, losses liabilities, obligations, penalties, claims, judgments, costs, disbursements, or expenses, including but not limited to attorneys' and experts' fees, court costs and other costs, expenses or disbursements, and personnel costs incurred by us in defending such claim or suit.

DOCUMENTS. Client will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents, and other information deemed necessary by us for proper performance of our services and Client warrants and represents that any such information provided shall not infringe on any United States or foreign patent, copyright, trade secret, or other proprietary right of any third party, and shall hold August Mack harmless and indemnify us for any such infringement. We may rely upon Client-provided documents in performing the Work; however, we assume no responsibility or liability for their accuracy. Client-provided documents will remain property of Client. All documents, including, but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations, and estimates, prepared by us as instruments of service pursuant to this Agreement, shall be our sole property. Client agrees and acknowledges that all documents furnished to Client or Client's agents or designees by August Mack shall be treated as confidential, and shall be disseminated only to those employees or agents whose duties justify their need to know such information, unless prior written authorization is obtained from August Mack or disclosure is compelled by a court of competent jurisdiction. Client further agrees that any documents not paid for will be returned to us upon demand and will not be used by Client for any purpose. Client further agrees that under no circumstances shall any documents produced by us pursuant to this Agreement be used at any location for any project or by any person not expressly provided for in this Agreement without our prior written permission. If Client uses all or any of our documents for another project or disseminates our documents in violation of this paragraph, to the maximum extent permitted by law, Client shall indemnify and hold us harmless from any and all claims arising from such unauthorized use. Further, no part of any document we deliver to Client shall be reproduced or distributed, whether for advertising or any other purpose, without our prior written consent. Any such reproduction or distribution shall be at Client's sole risk and without liability or legal exposure to August Mack, and Client shall indemnify and hold us harmless, to the maximum extent permitted by law, from any and all claims arising from such unauthorized reproduction or distribution.

RECORDS RETENTION. August Mack has a two (2) year records retention policy and will destroy all project records for all closed and inactive projects that are in excess of three (3) years old. Client shall notify us of any records it chooses or is required to maintain beyond the three-year retention period and we will provide them to the Client for Client's retention.

ASSIGNABILITY. Neither party shall assign or transfer their interest in this Agreement without prior written consent from the other party.

TERMINATION. This Agreement may be terminated by either party due to a material breach of this Agreement by the other party. Prior to termination, the nonbreaching party shall provide the breaching party written notice of the breach. The breaching party shall have ten (10) days following the receipt of written notice to cure the breach. On the eleventh (11th) day following receipt of written notice, the nonbreaching party may terminate this Agreement if the breach has not been cured to the reasonable satisfaction of the nonbreaching party.

If not previously terminated this Agreement shall expire upon August Mack's completion of the Work. Upon termination of this Agreement, August Mack shall be entitled to payment for Work performed up to and including the date of termination as well as all reasonable costs of demobilization and closeout of the Work.

DUTY TO COOPERATE. The parties agree to provide reasonable access to information regarding the site or the Work performed and to responsible personnel as may be required to address any claim made regarding the Work performed or this Agreement. The parties further agree to provide copies to each other of any claims, demands, or notices from any federal, state, or local public agency regarding the Work performed or this Agreement.

NO WAIVER. The failure of August Mack to insist on strict performance of the terms hereunder will not be considered as a waiver of any right or remedies that it may have for any subsequent breach, default, or non-performance, or its right to insist strict performance of this Agreement. No waiver is valid unless in writing signed by August Mack.

SEVERABILITY. In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.

SURVIVAL. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and August Mack shall survive the completion of the services and the termination of this Agreement.

INTEGRATION. This Agreement and the documents attached hereto and which are incorporated herein constitute the entire agreement between the parties and cannot be changed except by written instrument signed by both the parties.

COUNTERPARTS. This Agreement and any subsequent modifications may be executed in counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same Agreement.

ALTERNATIVE DISPUTE RESOLUTION. Client and August Mack agree and acknowledge that all disputes or controversies arising out of, from, or under this Agreement or the parties' relationship (except for the need for extraordinary or provisional remedies such as injunctive relief or specific performance) that cannot be settled through negotiations between the parties will be settled by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association then in effect. Arbitration shall take place in Marion County, Indiana. The arbitration shall be conducted before one (1) neutral arbitrator if the dispute or controversy involves legitimate claims in the aggregate of less than Two Hundred Thousand dollars (\$200,000.00) or before three (3) neutral arbitrators if the dispute or controversy exceeds in the aggregate Two Hundred Thousand dollars (\$200,000.00).

GOVERNING LAW, VENUE, AND JURISDICTION. This Agreement is and shall be deemed to be a contract entered into and made pursuant to the laws of the State of Indiana and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of such State. Any litigation brought in connection with this Agreement shall be commenced and maintained in the United States District Court for the Southern District of Indiana in Indianapolis, Indiana or the Superior Court of Marion County, Indiana having jurisdiction over the parties and the subject matter of the dispute.

FEDERAL AND STATE THIRD-PARTY CONTRACT PROVISIONS

CDBG-ASSISTED NON-CONSTRUCTION CONTRACTS

(Required by Title 24 of the Code of the Federal Register as well as other selected contract provisions required by the Indiana Office of Community and Rural Affairs for CDBG-assisted grants/activities)

The following Federal Regulations, Contract Provisions and Clauses are incorporated into this agreement in their entirety, and made an integral part hereof.

1. Equal Employment Opportunity (Executive Order 11246 dated 9/24/65, as amended by Executive Order 11375 dated 10/13/67):

The contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for professional services, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any federal program involving such grant, contract, loan insurance or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination.

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 considerations for employment without regard to race, color, religion, sex or national origin.

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 advising the said labor union or workers' representatives of the contractor's commitments under this section, 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 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations and relevant orders of the Secretary of Labor.

E. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering 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 non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as

provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

G. The contractor will include the portion of the sentence immediately preceding paragraph A and 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 Executive Order 11246 of September 14, 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 administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in work on or under the contract.

I. The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

J. The contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate proceedings.

2. Minority and Women Business Enterprise Policy (Indiana Office of Community and Rural Affairs):

The contractor agrees to ensure that disadvantaged business enterprises as defined in 13 CFR 124.103 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 13 CFR 124.103 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. The contractor shall establish and pursue a 10% goal for participation in the proceeds of this contract.

During the performance of this contract, the contractor agrees to comply with Executive Order 12138 entitled "Women Business Enterprise Policy" which includes, but is not limited to, creating or supporting new programs responsive to the special needs of women business enterprises, establishing incentives to promote business or business-related opportunities of women business enterprises, collecting and

disseminating information in support of women business enterprise in ensuring to women business enterprises knowledge of any ready access to business-related services and resources.

3. Compliance in the Provision of Training, Employment and Business Opportunities:

A. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development through the Indiana Office of Community and Rural Affairs and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC, 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

4. Title VI Civil Rights Act of 1964:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

A. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

B. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

C. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the awarding agency, the Indiana Office of Community and Rural Affairs, or the United States Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.

D. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban

Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- (1) Withholding of payments to the contractor under the contract until the contractor complies; and/or,
- (2) Cancellation, termination or suspension of the contract, in whole or in part.

E. The contractor shall include the provisions of paragraph (A) through (E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development 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 supplier as a result of such direction, the contractor may request the Indiana Office of Community and Rural Affairs to enter into such litigation to protect the interests of the State of Indiana, and, in addition, the contractor may request the United States Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

5. Title VIII Civil Rights Acts of 1968 (as applicable):

The contractor shall comply with Title VIII Civil Rights Acts of 1968 which prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing or housing, blockbusting, and discriminatory advertising; and makes it unlawful to deny any person access to, or membership or participation in, any multiple listing service or real estate broker organization for discriminatory reasons.

6. Section 109 Housing and Urban Development Act of 1974 (as applicable):

The contractor provides that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this title.

7. Section 504 Rehabilitation Act of 1973:

A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

B. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

C. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Indiana Office of Community and Rural Affairs, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

E. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of

Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

F. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

8. Fair Housing Amendments Act of 1988 (as applicable):

The contractor shall comply with Fair Housing Amendments Act of 1988 which Amends Title VIII of the Civil Rights Act of 1968 that prohibits discrimination on the basis of race, color, religion, sex or national origin in the sale, rental and financing of dwellings. The 1988 Amendments Act extends coverage of the 1968 Act to persons with disabilities and families with children. In addition, the 1988 Amendments establish certain design and construction requirements for new multi-family housing built for first occupancy on or after March 13, 1991.

9. Age Discrimination Act of 1975:

The contractor shall comply with the Age Discrimination Act of 1975 which provides that no person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

10. Americans With Disabilities Act of 1990:

The contractor shall comply with the Americans With Disabilities Act of 1990 which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

11. Certification of Nonsegregated Facilities:

The contractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and those under his/her control. He/she certifies further that he/she will not maintain or provide for employment segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the awards of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certification in his/her files; and that he/she will forward this notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

12. Retention and Access Requirements For Records (24 CFR Part 85.42):

A. The contractor shall comply with Retention and Access Requirements For Records (24 CFR Part 85.42) and State of Indiana records access and retention requirements, to wit:

Financial records, supporting documents, statistical records and all other records pertinent to a grant shall be retained for a period of five (5) years, with the following qualifications:

- (1) If any litigation, claim, negotiation, audits or other action is started before the expiration of the five-year period, the records shall be retained until all litigation, claim or audit findings involving the records have been resolved, or the five-year period, whichever is later.
- (2) Records of nonexpendable property acquired with federal funds shall be retained for five years after final disposition of such property.
- (3) When records are transferred to or maintained by the federal sponsoring agency, the five-year retention required is not applicable to the grantee.

B. The five-year retention period starts from the date of issuance of a "Certification of Completion" respective to the grant by the Indiana Office of Community and Rural Affairs.

C. The Indiana Office of Community and Rural Affairs shall request transfer of certain records to its custody from grantees when it is determined that the records possess long-term retention value. However, in order to avoid duplicate record-keeping, the Indiana Office of Community and Rural Affairs may make arrangements with grantees to retain any records that are continuously needed for joint uses.

D. The Indiana Office of Community and Rural Affairs, the United States Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers and records of grantee and sub-grantees to make audits, examinations, excerpts and transcripts.

E. Unless otherwise required by law, Indiana Office of Community and Rural Affairs shall not place restrictions upon grantees that will limit public access to the records of grantees that are pertinent to a grant except when the agency can demonstrate that such records must be kept confidential and would have been excepted from disclosure pursuant to the Freedom of Information Act (5 USC 552) if the records had belonged to the grantor agency.

13. Conflict of Interest (24 CFR 85.36 and 24 CFR 570.611):

The contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by federal funds. No employee, officer or agent of the grantee shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:

- (a) An employee, agent, consultant, officer, or elected or appointed official of the grantee, any designated public agency or any subrecipient agency that is receiving CDBG funds from the Indiana Office of Community and Rural Affairs;
- (b) Any member of his/her immediate family;
- (c) His or her partner; or
- (d) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements funded with CDBG funds. To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents or by contractors or their agents.

No persons described in (a) through (d) above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial

interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

14. Remedies/Sanctions or Breach of Contract Terms:

Upon written notice, the grantee may withhold payments to the contractor if the contractor shall fail to fulfill in a timely and proper manner its obligations to grantee under this contract, or if the contractor shall violate any of the conditions of this contract. The grantee shall in its written notice to contractor fully describe the nature of failure or violation by contractor, the corrective action required of contractor, and, the grantee shall allow the contractor thirty (30) days from the date of notification to correct such failure and/or violation. If such failure or violation is corrected by the contractor within thirty (30) days from the date of notification, then the grantee shall process payment(s) to the contractor. If such failure or violation is not corrected within thirty (30) days from the date of this notification, then the grantee may proceed to terminate this contract.

15. Termination of Contract for Cause - 24 CFR 85.43 (All Contracts in Excess of \$10,000):

If the contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the contractor shall continue to violate any of the covenants, agreements, or stipulations of this contract, following notices by the grantee and allowances for corrective actions specified in Paragraph 14 above, the grantee shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In the event the contractor disputes grantee's election to terminate this contract for cause under this paragraph, contractor may pursue equitable relief or remedy.

16. Termination for Convenience - 24 CFR 85.44 (All Contracts in Excess of \$10,000):

The grantee may terminate this contract for its convenience, at any time, by giving at least thirty (30) days notice in writing to the contractor. If the contract is terminated by the grantee as provided herein, the grantee agrees to pay the contractor, no later than thirty (30) days following the date of the written notice of contract termination by grantee. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

17. Changes to Contract:

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties. Such modification shall be effective upon the signing by both parties of an addendum to this contract encompassing those changes. Where the addendum changes the compensation or time of performance, it shall also describe the change in scope, character or complexity of the work that is the basis for the change.

18. Contractor to Furnish Necessary Personnel Resources:

A. The contractor represents that it has, or will secure at its own expense, all personnel required in performing the services specified in this contract. Such personnel shall not be employees of or have, as individuals, any contractual relationship with the grantee.

B. All of the services required hereunder will be performed by the contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

C. With the exception of the work described as being subcontracted within the contract, if any, none of the work or services covered by this contract shall be subcontracted without the prior approval of the grantee. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

19. Reports and Information:

The contractor, at such times and in such forms as the grantee or the Indiana Office of Community and Rural Affairs may require, shall furnish grantee and/or the Indiana Office of Community and Rural Affairs such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred by grantee in connection therewith, and any other matters covered by this contract.

20. Records and Audits:

The contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the grantee to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the grantee or any authorized representative, and will be retained for five years after the expiration of this contract unless permission to destroy them is granted.

21. Copyright and Patent Rights:

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The US Department of Housing and Urban Development, the Indiana Office of Community and Rural Affairs and the grantee shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.

22. Compliance with State and Local Laws:

The contractor specifically agrees that in performance of the services herein enumerated, contractor and his/her employees/agents will comply with any applicable State, and Local Statutes, ordinances and regulations at the time this agreement is executed.

23. Disclosure Reports (HUD Reform Act of 1989 - 24 CFR Part 4.9):

Section 2 of the HUD Reform Act of 1989 requires that if the grantee receives \$200,000 or more in federal CDBG funds during a federal fiscal year, (October 1 - September 30), a HUD disclosure report must be completed for each contract funded in whole or in part with federal CDBG funds. A copy of all such Disclosure Reports must be submitted by the grantee to the Grant Support Office of the Indiana Office of Community and Rural Affairs within ten (10) days after contract execution. In order for the grantee to comply with this federal requirement, the grantee will provide to the contractor the prescribed format of Part IV to the HUD Disclosure Report, and the contractor agrees to furnish the grantee a completed Part IV to the HUD Disclosure Report within seven (7) days of execution of the agreement between contractor and grantee. Within such Part IV of the prescribed HUD Disclosure Report, the contractor will provide the grantee with the following minimum information:

- a. The name of all persons who are proprietors, partners, directors or officers of the contractor and thereby have a pecuniary interest in the proceeds of the CDBG-assisted contract;

- b. The social security account number of all proprietors listed in a. above, or the federal identification number of the partnership or corporation which is subject to the CDBG-assisted contract, as applicable;
- c. The type of participation each individual named in a. above will have in the CDBG-assisted contract. Such participation may be listed in the Part IV of the HUD Disclosure Report as “direct”, or “passive”, whichever applies to such proprietor, partner, director or officer, as applicable; and,
- d. The financial interest of the named individual as set forth in a. above; such interest to be expressed in dollar terms or in terms of percentage of ownership of the proprietorship, partnership, or corporation which is to receive federal CDBG funding under this contract.

24. Compliance with Copeland “Anti-Kick Back” Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Copeland “Anti-Kick Back” Act (18 USC 874) as supplemented in US Department of Labor regulations 29 CFR Part 3, respective to all contracts and subgrants for construction or repair services.

25. Compliance with Davis-Bacon Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by grantees and subgrantees.

26. Compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act (40 USC 327-333) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by grantees and subgrantees, and \$2,500 for other contracts which involve the employment of mechanics or laborers.

27. Compliance with Clean Air and Water Acts (applicable to all contracts over \$100,000):

In carrying out this agreement, the contractor agrees to comply with the requirements of the Federal Clean Air Act (42 USC 7401 et seq.), and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended. Such statutes and regulations prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency’s List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US Environmental Protection Agency.

28. Conservation:

In carrying out this agreement, the contractor agrees to comply with the requirements of mandatory standards and policies relating to energy efficiency which are contained in the State of Indiana’s energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (PL 94-163, 89 Statutes 871).

29. Drug-Free Workplace Requirements:

In carrying out this agreement, the contractor agrees to comply with the requirements of the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and to certify that contractor will comply with drug-free workplace requirements in accordance with the Act and with HUD rules found at 24 CFR part 24, subpart F.

AGREEMENT

(Blight Clearance Grant #BC-15-102)

THIS AGREEMENT is effective February 12, 2018 by and between the City of Batesville, Indiana (hereinafter referred to as the City), and Administrative Resources association, 748 Franklin Street, Columbus, IN 47201 (hereinafter referred to as ARa).

WHEREAS, the Indiana Office of Community and Rural Affairs (IOCRA) has awarded the City a grant providing for financial aid to the City in the form of a Community Development Block Grant (CDBG); and,

WHEREAS, pursuant to such grant agreement, the City will undertake certain activities necessary for the administration of said project; and,

WHEREAS, the City desires to employ ARa to assist in the administration of said CDBG funds; and,

WHEREAS, the City has, by Resolution, authorized the Mayor to enter into contracts for the provision of grant administration and program management services,

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SCOPE OF SERVICES

ARa will provide the following grant related **general administration technical assistance and advisory services, and environmental review services**, which, if implemented, are intended to assure the correct, complete and timely execution and completion of the Batesville CDBG program in compliance with federal and state laws, rules and regulations, and will perform and carry out these services in a satisfactory and proper manner, as determined by the City. The services that will be provided include, but are not limited to, the following:

Environmental Review:

ARa will conduct a site inspection, and will prepare an environmental assessment, including preparation of public notices and preparation and submission of the Request for Release of Funds and Certification. If an environmental assessment has been or is conducted as a part of the project engineering process, ARa will review and process that assessment for compliance with federal and IOCRA regulations

General administration technical assistance and advisory services, including:

Financial Management:

(including progress reporting)

ARa will assist the Clerk-Treasurer in establishing a financial management system and project file pursuant to the Grantee Implementation Manual, including amending the Letter of

Credit to include this grant, and assisting the Clerk-Treasurer in preparation of requests for payment on the Letter of Credit. ARa will prepare financial and progress reports for Batesville as required by the OCRA, in consultation with the Mayor, Clerk-Treasurer, and Environmental Consultant, as appropriate. (ARa will establish a shadow records system in our offices to better serve and protect the City in the event that some or all of the City records are misplaced or destroyed.)

Program Management:

ARa will assist the City in gaining release of any grant conditions that may accompany or be later applied to the CDBG grant, and in appropriate staging of the project to expedite release of funds and to minimize the project implementation process.

Program Amendments:

ARa will assist the City in preparation of program amendments that may from time to time become necessary as a result of unforeseen circumstances, and will assist in the proper filing and processing of such amendments.

Uniform Acquisitions and Relocation Act compliance:

Where building or easement acquisition is to be supported with CDBG funds, ARa will assist the City in compliance with uniform acquisition and relocation act provisions that may be applicable to this project.

Demolition Procurement and Management:

Where demolition is to be supported with CDBG funds, ARa will provide the contractor and the environmental consultant with information and documents to enable them to comply with federal and state equal opportunity requirements, and will assist the contractor as requested to assure his ability to fully comply.

ARa will prepare for the City and the project environmental consultant, all federal and state required equal opportunity forms, notices and certifications.

ARa will advise the City regarding the required appointment of a Civil Rights Officer, and will assist the appointed officer in coordinating his or her duties with the appropriate OCRA officials.

Project Progress Monitoring:

ARa will assist the City in monitoring the project on a regular basis to assure compliance with provisions of the Indiana Office of Community and Rural Affairs Grantee Implementation Manual.

Project Close-Out and Reporting:

ARa will advise and represent the City in discussions with the project auditor/monitor and OCRA officials to resolve concerns or questions relating to the progress or management of the CDBG program, and will prepare the required close-out documents in consultation with the Mayor and Clerk-Treasurer. ARa will manage the grant settlement process, and will assist the City in preparation of required reports until the grant is finally closed-out, with a final certification of completion awarded to the City.

TIME OF PERFORMANCE

Services are to commence on the above noted effective date of this agreement. All services shall continue until the grant is closed-out, unless this agreement is amended or terminated as provided herein.

DESIGNATED REPRESENTATIVES

Trena Carter of ARa, or her successor in the position, will serve as the designated representative of ARa for purposes of daily liaison regarding administration of the grant program.

Michael Bettice, Mayor of Batesville, or his successor in office, will serve as the designated representative of the City for purposes of daily liaison regarding administration of the grant program.

Eric A. Frey, II of ARa, or his successor in the position, will serve as the designated representative of ARa for purposes of liaison regarding administration of this agreement between ARa and the City.

Michael Bettice, Mayor of Batesville, or his successor in office, will serve as the designated representative of the City regarding administration of this agreement between ARa and the City.

COMPENSATION AND SCHEDULE OF PAYMENTS

Payment of fees for services provided hereunder shall be fully contingent and conditioned upon the ultimate award of a grant for this project covering such fees by the Indiana Office of Community and Rural Affairs and receipt of same by the city.

For the above described **environmental review services** regarding the CDBG grant, and conditioned upon award of the grant, the City agrees to pay ARa the sum of *Three Thousand Dollars* (**\$3,000.00**), which shall be the maximum amount charged for such services. Payment for the above described services, as indicated below, shall be deemed earned and payable to ARa upon completion of each of the following activities, the completion of which represent major milestones in grant program activity:

\$3,000.00 shall be due and payable to ARa upon completion of the CDBG program environmental assessment process, as evidenced by release of funds by IOCRA.

For the above described **general administration technical assistance and advisory services** regarding the Batesville CDBG grant, and conditioned upon award of the grant, the City agrees to pay ARa the sum of *Eight Thousand, Five Hundred Dollars* (**\$8,500**), which shall be the maximum amount charged for such services. Payment for the above described services, in the amounts indicated, shall be deemed earned and payable to ARa upon completion of each of the following activities, the completion of which represents major milestones in grant program progress:

\$3,500.00 shall be due and payable to ARa upon establishment of the grant financial management records system as evidenced by amendment

to the existing letter of credit (if needed), establishment of a Ledger of Appropriations, Encumbrances, Disbursements and Balances and Ledger of Receipts, Disbursements and Balances for the grant program in the Office of the Clerk-Treasurer, and establishment of a Contract Obligations Control register, Contractor Expenditure Ledger, and Federal Cash Control Register in the ARa office with copies in the City files.

\$3,500.00 shall be due and payable to ARa upon initiation of project demolition, as evidenced by award of a demolition contract for the project.

\$ 1,000.00 shall be due and payable to ARa upon initiation of grant close-out activities. In order to comply with the OCRA requirement that all payments, except for audit fees, be made prior to submission of the close-out package, payment shall be considered earned if paid approximately six weeks prior to submission of the close-out report.

METHOD OF PAYMENT

Payment shall be made no more often than monthly, based upon submission of a duly executed claim by ARa to the Clerk-Treasurer of the City.

FEDERAL AND STATE THIRD-PARTY CONTRACT PROVISIONS CDBG-ASSISTED PROFESSIONAL SERVICES CONTRACTS

EQUAL EMPLOYMENT OPPORTUNITY EXECUTIVE ORDER 11246 & 11375

Contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for professional services, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any federal program involving such grant, contract, loan insurance or guarantee, the following equal opportunity clause:

During the performance of this contract, Contractor agrees as follows:

A. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination.

B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.

C. 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 advising the said labor union or workers representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations and relevant orders of the Secretary of Labor.

E. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

G. Contractor will include the portion of the sentence immediately preceding paragraph A and 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 Executive Order 11246 of September 14, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in work on or under the contract.

I. Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

J. Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions:

Cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate proceedings.

**MINORITY AND WOMEN BUSINESS ENTERPRISE POLICY
(Office of Community and Rural Affairs):**

Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract. Contractor shall establish and pursue a 10% goal for participation in the proceeds of this contract.

During the performance of this contract, Contractor agrees to comply with Executive Order 12138 entitled "Women Business Enterprise Policy" which includes, but is not limited to, creating or supporting new programs responsive to the special needs of women business enterprises, establishing incentives to promote business or business-related opportunities of women business enterprises, collecting and disseminating information in support of women business enterprise in ensuring to women business enterprises knowledge of any ready access to business-related services and resources.

**COMPLIANCE IN THE PROVISION OF TRAINING,
EMPLOYMENT AND BUSINESS OPPORTUNITIES**

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development through the Indiana Office of Community and Rural Affairs and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC, 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

TITLE VI CIVIL RIGHTS ACT OF 1964:

During the performance of this contract, Contractor, for itself, its assignees and successors in interest (hereinafter referred to as "Contractor"), agrees as follows: A) Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices. B) In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin. C) Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the awarding agency, the Indiana Office of Community and Rural Affairs, or the United States Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information. D) In the event of Contractor's noncompliance with the nondiscrimination provisions of this contract, the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to: (1) Withholding of payments to Contractor under the contract until Contractor complies; and/or, (2) Cancellation, termination or suspension of the contract, in whole or in part. E) Contractor shall include the provisions of paragraph (A) through (E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Contractor shall take such action with respect to any subcontract or procurement as the Indiana Office of Community and Rural Affairs or the United States Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request the Indiana Office of Community and Rural Affairs to enter into such litigation to protect the interests of the State of Indiana, and, in addition, Contractor may request the United States Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

TITLE VIII CIVIL RIGHTS ACTS OF 1968 (AS APPLICABLE)

Contractor shall comply with Title VIII Civil Rights Acts of 1968 which prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing or housing, blockbusting, and discriminatory advertising; and makes it unlawful to deny any person access to, or membership or participation in, any multiple listing service or real estate broker organization for discriminatory reasons.

**SECTION 109 HOUSING AND URBAN DEVELOPMENT ACT OF 1974
(AS APPLICABLE)**

Contractor provides that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this title.

SECTION 504 REHABILITATION ACT OF 1973

Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act. In the event of Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Indiana Office of Community and Rural Affairs, provided by or through the contracting officer. Such notices shall state obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees. Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that Contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals. Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

**FAIR HOUSING AMENDMENTS ACT OF 1988
(AS APPLICABLE)**

Contractor shall comply with Fair Housing Amendments Act of 1988 which Amends Title VIII of the Civil Rights Act of 1968 that prohibits discrimination on the basis of race, color, religion, sex or national origin in the sale, rental and financing of dwellings. The 1988 Amendments Act extends coverage of the 1968 Act to persons with disabilities and families with children. In addition, the 1988 Amendments establish certain design and construction requirements for new multi-family housing built for first occupancy on or after March 13, 1991.

AGE DISCRIMINATION ACT OF 1975

Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

AMERICANS WITH DISABILITIES ACT OF 1990

Contractor shall comply with the Americans with Disabilities Act of 1990 which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the

benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

CERTIFICATION OF NONSEGREGATED FACILITIES

Contractor certifies that it does not maintain or provide for its employees any segregated facility at any of its establishments and those under its control. Contractor certifies further that it will not maintain or provide for employment segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certification from proposed subcontractors prior to the awards of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certification in its files; and that it will forward this notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

RETENTION AND ACCESS REQUIREMENTS FOR RECORDS (24 CFR PART 85.42)

Contractor shall comply with Retention and Access Requirements For Records (24 CFR Part 85.42) and State of Indiana records access and retention requirements, to wit: Financial records, supporting documents, statistical records and all other records pertinent to a grant shall be retained for a period of five (5) years, with the following qualifications: (1) If any litigation, claim, negotiation, audits or other action is started before the expiration of the five-year period, the records shall be retained until all litigation, claim or audit findings involving the records have been resolved, or the five-year period, whichever is later; (2) Records of nonexpendable property acquired with federal funds shall be retained for five years after final disposition of such property; (3) When records are transferred to or maintained by the federal sponsoring agency, the five-year retention required is not applicable to the city.

The five-year retention period starts from the date of issuance of a "Certification of Completion" respective to the grant by the Indiana Office of Community and Rural Affairs.

The Indiana Office of Community and Rural Affairs shall request transfer of certain records to its custody from grantees when it is determined that the records possess long-term retention value. However, in order to avoid duplicate record-keeping, the Indiana Office of Community and Rural Affairs may make arrangements with grantees to retain any records that are continuously needed for joint uses.

The Indiana Office of Community and Rural Affairs, the United States Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers and records of grantee and sub-grantees to make audits, examinations, excerpts and transcripts.

Unless otherwise required by law, Indiana Office of Community and Rural Affairs shall not place restrictions upon grantees that will limit public access to the records of grantees that are pertinent to a grant except when the agency can demonstrate that such records must be kept confidential and would have been excepted from disclosure pursuant to the Freedom of Information Act (5 USC 552) if the records had belonged to the grantor agency.

CONFLICT OF INTEREST
(24 CFR 85.36 AND 24 CFR 570.611)

Contractor shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by federal funds. No employee, officer or agent of the city shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is: (a) An employee, agent, consultant, officer, or elected or appointed official of the city, any designated public agency or any subrecipient agency that is receiving CDBG funds from the Indiana Office of Community and Rural Affairs; (b) Any member of his/her immediate family; (c) His or her partner; or (d) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. Contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements funded with CDBG funds. To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents or by contractors or their agents.

No persons described in (a) through (d) above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

REMEDIES/SANCTIONS OR BREACH OF CONTRACT TERMS

Upon written notice, the city may withhold payments to Contractor if Contractor shall fail to fulfill in a timely and proper manner its obligations to city under this contract, or if Contractor shall violate any of the conditions of this contract. The city shall in its written notice to Contractor fully describe the nature of failure or violation by Contractor, the corrective action required of Contractor, and, the city shall allow Contractor thirty (30) days from the date of notification to correct such failure and/or violation. If such failure or violation is corrected by Contractor within thirty (30) days from the date of notification, then the city shall process payment(s) to Contractor. If such failure or violation is not corrected within thirty (30) days from the date of this notification, then the city may proceed to terminate this contract.

TERMINATION OF CONTRACT FOR CAUSE
24 CFR 85.43 (ALL CONTRACTS IN EXCESS OF \$10,000)

If Contractor shall fail to fulfill in timely and proper manner his obligations under this contract, or if Contractor shall continue to violate any of the covenants, agreements, or stipulations of this contract, following notices by the city and allowances for corrective actions specified in under *Remedies/Sanctions or Breach of Contract Terms*, above, the city shall thereupon have the right to terminate this contract by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Contractor under this contract shall, at the option of the city, become the property of the city and Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed

hereunder. In the event Contractor disputes city's election to terminate this contract for cause under this paragraph, contractor may pursue equitable relief or remedy.

TERMINATION FOR CONVENIENCE

24 CFR 85.44 (ALL CONTRACTS IN EXCESS OF \$10,000)

The city may terminate this contract for its convenience, at any time, by giving at least thirty (30) days' notice in writing to Contractor. If the contract is terminated by the city as provided herein, the city agrees to pay Contractor, no later than thirty (30) days following the date of the written notice of contract termination by city. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Contractor under this contract shall, at the option of the city, become the property of the city and Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

CHANGES TO CONTRACT

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties. Such modification shall be effective upon the signing by both parties of an addendum to this contract encompassing those changes. Where the addendum changes the compensation or time of performance, it shall also describe the change in scope, character or complexity of the work that is the basis for the change.

CONTRACTOR TO FURNISH NECESSARY PERSONNEL RESOURCES

Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services specified in this contract. Such personnel shall not be employees of or have, as individuals, any contractual relationship with the city.

All of the services required hereunder will be performed by Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

With the exception of the work described as being subcontracted within the contract, if any, none of the work or services covered by this contract shall be subcontracted without the prior approval of the city. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

REPORTS AND INFORMATION

Contractor, at such times and in such forms as the city or the Indiana Office of Community and Rural Affairs may require, shall furnish and/or the Indiana Office of Community and Rural Affairs such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred by the city in connection therewith, and any other matters covered by this contract.

RECORDS AND AUDITS

Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the city to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the city or any authorized representative, and will be retained for five years after the expiration of this contract unless permission to destroy them is granted.

COPYRIGHT AND PATENT RIGHTS

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of Contractor. The US Department of Housing and Urban Development, the Indiana Office of Community and Rural Affairs and the city shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of Contractor's services.

COMPLIANCE WITH STATE AND LOCAL LAWS

Contractor specifically agrees that in performance of the services herein enumerated, Contractor and its employees/agents will comply with any applicable state, and local statutes, ordinances and regulations in force at the time this agreement is executed.

DISCLOSURE REPORTS (HUD REFORM ACT OF 1989)

Section 2 of the HUD Reform Act of 1989 requires that if the grantee receives \$200,000 or more in federal CDBG funds during a federal fiscal year, (October 1 - September 30), a HUD disclosure report must be completed for each contract funded in whole or in part with federal CDBG funds. A copy of all such Disclosure Reports must be submitted by the grantee to the Grants Management Office of the Indiana Office of Community and Rural Affairs within ten (10) days after contract execution. In order for the grantee to comply with this federal requirement, the grantee will provide to the contractor the prescribed format of Part IV to the HUD Disclosure Report, and the contractor agrees to furnish the grantee a completed Part IV to the HUD Disclosure Report within seven (7) days of execution of the agreement between contractor and grantee. Within such Part IV of the prescribed HUD Disclosure Report, the contractor will provide the grantee with the following minimum information: a. The name of all persons who are proprietors, partners, directors or officers of the contractor and thereby have a pecuniary interest in the proceeds of the CDBG-assisted contract; b. The social security account number of all proprietors listed in a. above, or the federal identification number of the partnership or corporation which is subject to the CDBG-assisted contract, as applicable; c. The type of participation each individual named in a. above will have in the CDBG-assisted contract. Such participation may be listed in the Part IV of the HUD Disclosure Report as "direct", or "passive", whichever applies to such proprietor, partner, director or officer, as applicable; and, d. The financial interest of the named individual as set forth in a. above; such interest to be expressed in dollar terms or in terms of percentage of ownership of the proprietorship, partnership, or corporation which is to receive federal CDBG funding under this contract.

COMPLIANCE WITH COPELAND ACT

In carrying out this agreement, Contractor agrees to comply with the requirements of the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in US Department of Labor regulations 29 CFR Part 3, respective to all contracts and subgrants for construction or repair services.

COMPLIANCE WITH DAVIS-BACON ACT

In carrying out this agreement, Contractor agrees to comply with the requirements of the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by the city and subrecipients.

**COMPLIANCE WITH SECTIONS 103 AND 107 OF THE
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

In carrying out this agreement, Contractor agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by the city and subrecipients, and \$2,500 for other contracts which involve the employment of mechanics or laborers.

**COMPLIANCE WITH CLEAN AIR AND WATER ACTS
(APPLICABLE TO ALL CONTRACTS OVER \$100,000)**

In carrying out this agreement, Contractor agrees to comply with the requirements of Section 306 of the Federal Clean Air Act (42 USC 1857(h)), section 508 of the Clear Water Act (33 USC 1368), Executive Order 11738, and the Environmental Protection Agency regulations (40 CFR Part 15) US Department of respective to all contracts in excess of \$100,000 awarded by the city and subrecipients. Such statutes and regulations prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency's List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US Environmental Protection Agency.

CONSERVATION

In carrying out this agreement, Contractor agrees to comply with the requirements of mandatory standards and policies relating to energy efficiency which are contained in the State of Indiana's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (PL 94-163, 89 Statutes 871).

**COMPLIANCE WITH E-VERIFY EMPLOYMENT FOR WORK ELIGIBILITY
STATUS**

Employment Eligibility Verification pursuant to I.C. 22-5-1.7-11, 12 and 13

ARa affirms under penalties of perjury that it does not knowingly employ an unauthorized alien. ARa shall enroll in and verify (or has enrolled in and verifies) the work eligibility status of all its newly hired employees through the E-Verify program as defined in I.C. 22-5-1.7-3. ARa is not required to participate should the E-Verify program cease to exist.

ARa shall not knowingly employ or contract with an unauthorized alien. ARa shall not retain an employee or contract with a person that ARa subsequently learns is an unauthorized alien. The Commission may terminate this Agreement for breach of contract if ARa fails to cure a breach of this provision no later than thirty (30) days after being notified of such breach.

INVESTMENT ACTIVITIES IN IRAN PROHIBITION

Pursuant to I.C. 5-22-16.5, *et seq*, ARa hereby certifies that they are not engaged in investment activities in Iran, as those terms may be defined in I.C. 5-22-16.5, *et seq*."

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, in the year 201__:

ATTEST:

Michael A. Bettice, Mayor
City of Batesville, Indiana
(City)

Paul Gates, Clerk-Treasurer
City of Batesville, Indiana

Eric A. Frey, II
Executive Director
Administrative Resources association
(ARa)

ARa 01/2011 eaf

Andrea Wade

From: Leon Smith <do-not-reply@batesvilleindiana.us>
Sent: Tuesday, January 23, 2018 11:53 AM
To: awade@batesvilleindiana.us; tmacyauski@batesvilleindiana.us; bvilvestdept@etczone.com
Cc: mbettice@batesvilleindiana.us
Subject: Street Closure Request

Follow Up Flag: Follow up
Flag Status: Flagged

Event Name: Saint Louis School Cardinal Crawl

Date of requested closure: April 21, 2018

Requested streets to be closed: Helena St. - Mulberry St. - Volz St. - Park Ave. - Pohlman St. - Delaware St. - Central Ave. - John St. - Western Ave. - Park Ave. - Beech Grove St. - Mulberry St. - Saint Louis Cemetery - Mulberry St. - Saint Louis Place - Saint Louis School Parking Lot (race route map attached)

Time of requested closure: 8:00 am

Organization: Saint Louis School

Contact:

Leon Smith
leonsmith612@gmail.com
8123632686
17 E. saint Louis Place, Batesville, IN 47006

Event Coordinator:

Secondary Event Coordinator:

Requested streets to be closed: Helena St. - Mulberry St. - Volz St. - Park Ave. - Pohlman St. - Delaware St. - Central Ave. - John St. - Western Ave. - Park Ave. - Beech Grove St. - Mulberry St. - Saint Louis Cemetery - Mulberry St. - Saint Louis Place - Saint Louis School Parking Lot (race route map attached)

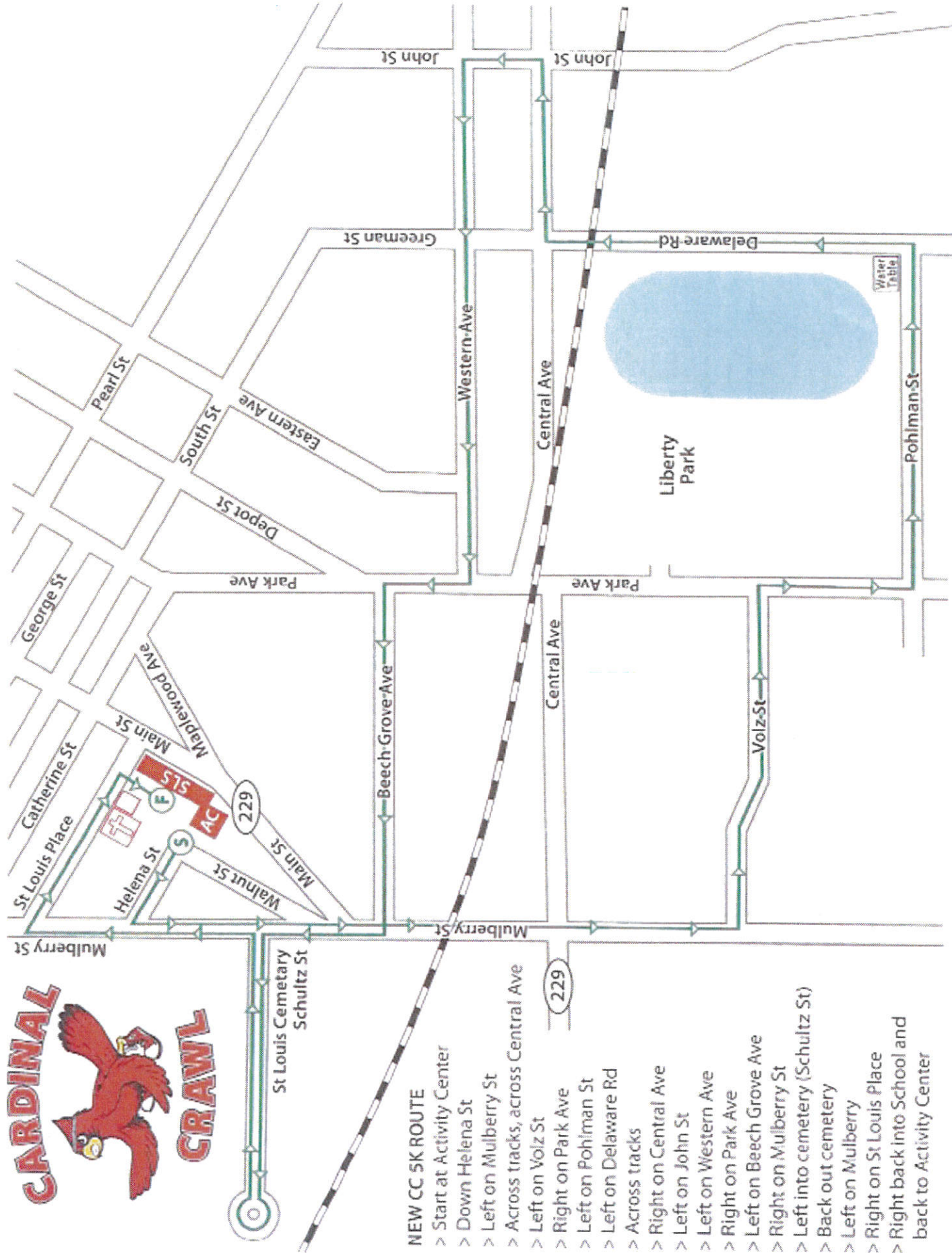
Additional Requests: Request Cones, Request Barricades, Request Police Traffic Assistance

Additional information: 36 cones needed
4 barricades needed

Certificate of Liability (if applicable) is attached.

--
This e-mail was sent from the Street Closure Request form on the City of Batesville website.

CARDINAL CRAWL

NEW CC 5K ROUTE

- > Start at Activity Center
- > Down Helena St
- > Left on Mulberry St
- > Across tracks, across Central Ave
- > Left on Volz St
- > Right on Park Ave
- > Left on Pohlman St
- > Left on Delaware Rd
- > Across tracks
- > Right on Central Ave
- > Left on John St
- > Left on Western Ave
- > Right on Park Ave
- > Left on Beech Grove Ave
- > Right on Mulberry St
- > Left into cemetery (Schultz St)
- > Back out cemetery
- > Left on Mulberry
- > Right on St Louis Place
- > Right back into School and back to Activity Center



Board of Works
Application for Road Closure(s) /Parking Lot(s) Usage

Consideration for usage must be presented 60 days prior to the event date. The undersigned herewith requests the use of the following city streets and/or parking areas listed below and acknowledges any use of spray paint or adhesive markings on city streets and/or trails is **prohibited**:

Parking lot Corner of Boehringer & Main Street 8 am to 12:00

Event Date & Time: Saturdays May 5 to Oct 27

Event: Farmers Market

Contact Name: Christy Ludwig

Organization (If Applicable): Batesville Farmers Market

Home & Cell Number: 812-212-7288

Address, State, Zip Code: 9230 N. Spades Rd Sunman, IN 47041

Date Request Submitted: 2-1-18

Please check off that **you** have done the following:

- ☐ Submitted route(s) ☐ Notified property owners of affected street(s) closure
- ☐ Included a copy of your Certificate of Liability (Only applies to usage of Parking lots)
- ☐ Forwarded your Site Safety Plan (Groups that are holding Festivals/Events of Assembly) to the Batesville Fire Chief

Please select the following, if needed:

- ☐ Request Barricades (Please note you are responsible for moving the lightweight barriers into place and removing them from the roadway after your event)
- ☒ Request Cones
- ☐ Request Police Traffic Assistance
- ☐ Additional Requests _____

Return completed form to: Andrea Wade, Mayor's Office
132 South Main Street
Batesville, IN 47006
or awade@batesvilleindiana.us

Approval of Application (Office use only)

Date Received: 2/1/18

Date of Board of Works Approval: _____

Reviewed (Initial): Police Chief _____ Fire Chief _____ Mayor _____



Board of Works
Application for Road Closure(s) /Parking Lot(s) Usage

Consideration for usage must be presented 60 days prior to the event date. The undersigned herewith requests the use of the following city streets and/or parking areas listed below and acknowledges any use of spray paint or adhesive markings on city streets and/or trails is **prohibited**:

Park, Beech Grove, Mulberry, paved walking trail (Brum to Pohlman), Pohlman, Delaware, Central, Western, and Liberty.

Route diagram attached. Side note: anticipate 700-800 5K participants

Event Date & Time: Saturday, May 12, 9:00 5K start

Event: GOTR Spring 5K

Lynn Hertel

Contact Name

GOTR of MMHealth

Organization (If Applicable)

812-212-1977

Home & Cell Number

321 Mitchell Ave (hospital address)

Address, State, Zip Code

805 Sycamore Rd (Lynn's address)

1-31-18

Date Request Submitted

Please check off that you have done the following:

- ☒ Submitted route(s) ☐ Notified property owners of affected street(s) closure
☐ Included a copy of your Certificate of Liability (Only applies to usage of Parking lots)

Please select the following, if needed:

- ☒ Request Barricades or Cones (we routinely use the barricades/fencing and cones from street dept)
☒ Request Police Traffic Assistance
☐ Additional Requests (Lynn organizes cones/barricades with Miller)

Return completed form to: Andrea Wade, Mayor's Office
132 South Main Street
Batesville, IN 47006
or awade@batesvilleindiana.us

Approval of Application (Office use only)

Date Received: 2/1/18

Date of Board of Works Approval: _____

Reviewed (Initial): Police Chief _____ Fire Chief _____ Mayor _____

Girls on the Run 5k Route



Begin on S Park

Left on Beech Grove

Left on Mulberry St.

Right into Brum Woods

Right on Mulberry St.

Left on walking trail

Straight onto Pohlman St.

Left on Delaware Rd.

Right on Central Ave.

Left on Western Ave.

Left on Liberty St.

Right on Central Ave.

Left into Liberty Park



Board of Works
Application for Road Closure(s) /Parking Lot(s) Usage

Consideration for usage must be presented 60 days prior to the event date. The undersigned herewith requests the use of the following city streets and/or parking areas listed below and acknowledges any use of spray paint or adhesive markings on city streets and/or trails is **prohibited**:

Same As In Past Years. PARKING LOT SOUTH OF PEARL TO BOWLING GREEN

PARKING AREA NEXT TO DES WANDER SCHOOL (NOW ANIMAL SHELTER)
5/8 - 5/12 CLOSURE

Event Date & Time: 5/10, 5/11, 5/12 CARNIVAL Event: Keweenaw CARNIVAL

HOM STRUENING
Contact Name Organization (If Applicable) Keweenaw

812-212-0577
Home & Cell Number Address, State, Zip Code

1/26/18
Date Request Submitted

Please check off that you have done the following:

- ☐ Submitted route(s) ☒ Notified property owners of affected street(s) closure 2 weeks prior
☐ Included a copy of your Certificate of Liability (Only applies to usage of Parking lots)
☒ Forwarded your Site Safety Plan (Groups that are holding Festivals/Events of Assembly) to the Batesville Fire Chief

Please select the following, if needed:

- ☒ Request Barricades (Please note you are responsible for moving the lightweight barriers into place and removing them from the roadway after your event)
☒ Request Cones
☐ Request Police Traffic Assistance
☐ Additional Requests TRASH BARRIERS AND LINERS 2-3 PICNIC TABLES

Return completed form to: Andrea Wade, Mayor's Office
132 South Main Street
Batesville, IN 47006
or awade@batesvilleindiana.us

Approval of Application (Office use only)

Date Received: _____ Date of Board of Works Approval: _____

Reviewed (Initial): Police Chief _____ Fire Chief _____ Mayor _____

Site Safety Plan

Event:

Kiwanis Spring Carnival

Submitted 1/26/18 aw

Complete form and present to the Fire Chief for approval

Event Coordinator

Dennis Muepfer

Phone Number

812-212-8165

Secondary Event Coordinator

Nam STRUENING

Phone Number

812-212-0577

Event Date:

5/10, 5/11, 5/12 Carnival Dates

Parking Lot or Road Closures:

List areas and times of closures

Will Need Parking Lot North of Pines to Berthman Ave
Lot By New Animal Shelter. (Old Ward's School
will Need These Areas Closed Starting 5/8/18 thru 5/12/18 ->
Closure Dates of Street/Parking area
Liability Certificate comes from Carnival company,
after April 1, 2018.

Equipment to be used:

List items used to close/block off parking lot/road

Barriers, Tapes, Barricade And Lights
+ CONES. - Street Department

Life Safety Strategy:

See Chapter 4 of the Indiana Fire Code, Section 404.3.2, #4

Andrea Wade

From: Nikki Glutz <do-not-reply@batesvilleindiana.us>
Sent: Wednesday, January 10, 2018 2:45 PM
To: awade@batesvilleindiana.us; tmacyauski@batesvilleindiana.us; bvillestdept@etczone.com
Cc: mbettice@batesvilleindiana.us
Subject: Street Closure Request

Event Name: SGT Chad Keith 5K

Date of requested closure: August 11th

Requested streets to be closed: Park Ave, Pohlman St, Delaware Rd, E CO Rd 1400 N, N Co Rd 300 E.

Time of requested closure: 8:45 a- 12p (4.25 hours)

Contact:

Nikki Glutz
nikki.glutz@gmail.com
3173736998
Liberty Park Batesville IN 47006

Event Coordinator:

Secondary Event Coordinator:

Requested streets to be closed: Park Ave, Pohlman St, Delaware Rd, E CO Rd 1400 N, N Co Rd 300 E.

Additional Requests: Request Cones, Request Barricades, Request Police Traffic Assistance

Certificate of Liability (if applicable) is attached.

--

This e-mail was sent from the Street Closure Request form on the City of Batesville website.



Measure distance

Click on the map to add to your path

Total area: 8,750,457.08 ft² (812,944.06 m²)

Total distance: 3.13 mi (5.04 km)

ity Coon
Association



WORLD CLASS EQUIPMENT. SUPERIOR SERVICE.

4212 Perry Blvd.
Whitestown, Indiana 46075
(800) 382-9788

February 2, 2018

Chief Todd Schutte
Batesville Fire Department
115 E. Catherine Street
Batesville, IN 47006

Subject: **Proposal for One (1) Pierce Ford F550
Mini Pumper / Initial Attack Apparatus Proposal/Bid #940**

Dear Chief Schutte,

With regard to the above subject, please find attached our completed proposal.
Pricing, is as follows, including 100% prepay option.

Pricing Summary:

Sale Price – **\$277,800.00**

100% Performance Bond:

Should the Batesville Fire Department elect to have us provide a Performance Bond, \$833.00 will need to be added to the above price.

100% Prepayment Option:

Should the Batesville Fire Department elect to make a 100% prepayment at contract execution, a discount of **(\$5,555.00)** can be subtracted from the above "Sales Price" resulting in a revised contract price of **\$272,245.00 OR \$273,078.00 with Performance Bond.**

Terms and Conditions:

Taxes – Not Applicable
Freight – F.O.B. – Bradenton, FL / Shipping to Batesville, IN
Terms – Net due prior to vehicle(s) release at the Pierce Manufacturing Plant (Bradenton, FL). Net due at Contract signing for **Prepay discount** to be applicable.
Delivery – 10 - 11 months from receipt and acceptance of contract.



PERFORM LIKE NO OTHER
FACTORY AUTHORIZED DEALER
ILLINOIS - INDIANA



Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or international conflicts, or other causes beyond our control not preventing, could alter the delivery schedule.

The specifications herein contained, shall form a part of the final contract, and are subject to changes as desired by the purchaser, provided such changes are acknowledged and agreed to in writing by the purchaser.

This proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications.

The attached proposal is valid until February 28, 2018. *After February 28, the price would increase by 3%.*

We trust the above and the enclosed to be full and complete at this time; however, should you have any questions or require additional information, please do not hesitate to contact me at 317-557-2727 or gdavis@gep3.com.

We wish to thank the Batesville Fire Department for the opportunity to submit our proposal.

Respectfully,

Garry Davis

Garry Davis
Apparatus Sales
Global Emergency Products



February 2, 2018

City of Batesville
132 South Main Street
Batesville, IN 47006

To all present,

We have prepared for you a new 2018 Road Rescue Custom-Built Type 1 Modular Ambulance on a Freightliner M2 Custom-Built Chassis for your department. This vehicle is outlined per the attached Road Rescue Specification Sheet. Please review this for any needed changes, discrepancies and/or errors prior to issue of the contract.

Price: \$265,472.00 each.

*Please note: Freightliner is quoting 26 Weeks Delivery on the chassis.

ALTERNATE CHASSIS PROPOSAL:

2018 Ford F-550 4x2 330hp Powerstroke Diesel.

Price: \$241,518.00 each.

We have a chassis on hold, should you choose this option.

(This proposal is inclusive of discounts from Ford Motor Company. Ford FIN Code: QM749.

The title of the ambulance will need to be in compliance of information on file with Ford.)

Delivery: Approximately 60-90 calendar days from Chassis arrival and Pre-Construction Spec Approval.

*Changes, additions & deletions may be made at list price, prior to Contract Approval, and may delay delivery.

Contract will be issued once all parties are in agreement of the specification.

Should you have any questions, concerns or need on this, please do not hesitate to call me.
As usual, I am at your service!

Sincerely,

Jack Emshwiller

Jack Emshwiller
Ambulance Sales Representative
Central, Southern & Northeast Indiana
Mobile: 317-407-9782
E-Mail: jemshwiller@fireserviceinc.com

February 2, 2018

City of Batesville Board of Works and Fire Department
115 E. Catherine Street
Batesville, Indiana 47006

Re: Sealed Ambulance Bid

To: All Interested Parties:

The following proposal is offered as in response to the City of Batesville Request for Proposal referenced above. In the interest of clarity, we have included a full Specifications and Drawings in Tab #4 of this proposal.

While Horton has exceeded the Bid Specification in every detail, the Fire Department will be given the opportunity to make revisions and clarifications throughout the design process.

The cost for the vehicle as specified is as follows:

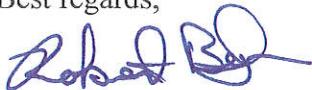
Ambulance per Bid Specification:

\$265,100.00

Delivery for the vehicle as specified is 190 Days ARO. Delivery is contingent upon timely customer sign-off of Engineering and Production Documents.

As the Safety, Quality, Volume and Innovation leader in the Ambulance Industry since 1968, we stand ready should you have question or need further clarification of our commitment to excellence in everything we do. Please feel free to contact me at your convenience.

Best regards,



Robert W. Burgh
Regional Sales Manager
Horton Emergency Vehicles
3800 McDowell Road
Grove City, Ohio 43123
517-416-5888 Direct

