INDIANA OFFICE OF
Community & Rural Affairs
Where Rural Matters

March 13, 2013

The Honorable Kristen S. Brown
Mayor, City of Columbus
123 Washington Street
Columbus, Indiana 47201

RE: Modification to Scope of Project
Community Development Block Grant DR2-09-244

Dear Mayor Brown:

This is in regard to your request for a modification to the above referenced Community Development Block Grant project which was awarded from Disaster Recovery funds for a Clearance project. Your correspondence requests to change the scope of the project by removing one of the three buildings designated for demolition/clearance and reduce the amount of asphalt and concrete to be demolished.

With this reduction in project related expenses, the total project costs are reduced from $126,000 to $106,400. In the Grant Agreement fully executed on February 6, 2013, it was agreed that grant funds would cover 90% of project costs while local funds would pay 10%.

This is to advise that your modification request is approved and a revised budget page for your Grant Agreement is enclosed. The grant amount is being reduced from $113,400 to $95,760 and local match is being reduced from $12,600 to $10,400. These figures maintain the percentage allocation of grant funds/local funds as agreed upon.

All other grant terms and conditions previously stated shall remain in full force and effect. Should you have any questions, or if we may be of further assistance, do not hesitate to contact this office at 317-232-8333.

Sincerely,

Kathleen A. Weissenberger

Kathleen A. Weissenberger, Director
Grant Services Division

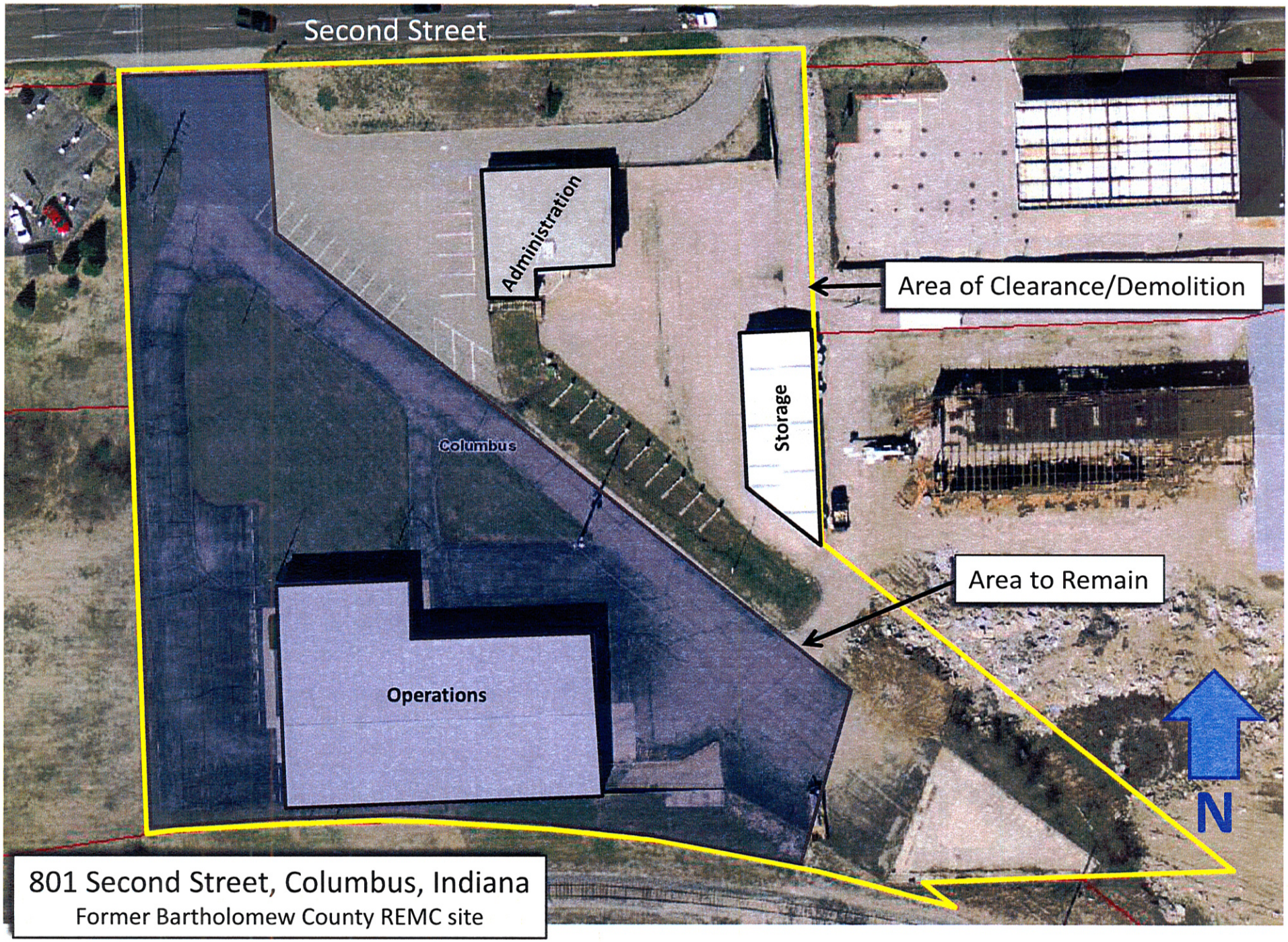
cc: Lt. Governor's Business Office
Trena Carter, Grant Administrator

EXHIBIT B

PROJECT BUDGET AND COST SHARING SCHEDULE									
COMMUNITY:		City of Columbus, Revised				GRANT NUMBER:		DR2-09-244	
ITEM #	ACTIVITY DESCRIPTION	CDBG FUNDS	%	LOCAL FUNDS	%	OTHER FUNDS	%	TOTAL FUNDS	%
01	Acquisition/ Disposition	$0		$0		$0		$0	
02	Clearance	$95,760	95%	$5,240	5%	$0		$101,000	100%
03	Public Center Facility	$0		$0		$0		$0	
04A	Water Facilities	$0		$0		$0		$0	
04B	Sewer Facilities	$0		$0		$0		$0	
04C	Flood/Drainage Facilities	$0		$0		$0		$0	
05	Street/Bridge Improvements	$0		$0		$0		$0	
06	Other Public Facilities	$0		$0		$0		$0	
07	Public Services	$0		$0		$0		$0	
08	Relocation	$0		$0		$0		$0	
09A	Residential Rehabilitation	$0		$0		$0		$0	
09B	Commercial Rehabilitation	$0		$0		$0		$0	
10	Public Housing Modernization	$0		$0		$0		$0	
11	Architectural Barriers Removal	$0		$0		$0		$0	
12	Planning Only	$0		$0		$0		$0	
13	Administration Plng & Mgmt	$0		$2,400	100%	$0		$2,400	100%
14A	Econ. Dev. Asst./ Non-Profit Ent.	$0		$0		$0		$0	
14B	Econ. Dev .Asst./ For-Profit Ent.	$0		$0		$0		$0	
14C	Micro Enterprise Program System	$0		$0		$0		$0	
15A	New Construction Last Resort	$0		$0		$0		$0	
15B	New Construction Rehab not Feas	$0		$0		$0		$0	
15C	New Construction Other	$0		$0		$0		$0	
16	Environmental Review	$0		$3,000	100%			$3,000	100%
17	Homeownership Assistance	$0		$0		$0		$0	
18	MBE Program Participation	$0		$0		$0		$0	
19	Other (Specify)	$0		$0		$0		$0	
	Totals	**$95,760**	**90%**	**$10,640**	**10%**	**$0**		**$106,400**	**100%**

City of Columbus
Former REMC Site
DR2 - Clearance Project
REVISED-February 27, 2012

ITEM	LUMP SUM PRICE	CDBG	LOCAL	TOTAL
Demolition/Clearance:				
Mobilization/Demobilization	$ 10,000.00	$ 10,000.00	$ -	$ 10,000
Removal of structure, foundation and all other concrete and impervious surfaces	$ 56,000.00	$ 56,000.00	$ -	$ 56,000
Utility abandonment	$ 20,000.00	$ 20,000.00	$ -	$ 20,000
Fill	$ 10,000.00	$ 9,760.00	$ 240.00	$ 10,000
Site Restoration	$ 5,000.00	$ -	$ 5,000.00	$ 5,000
	$ 101,000.00	**$ 95,760.00**	**$ 5,240.00**	**$ 101,000.00**
Administration:				
Grant Administration	$ 2,400.00	$ -	$ 2,400.00	$ 2,400.00
Environmental Review	$ 3,000.00	$ -	$ 3,000.00	$ 3,000.00
	$ 5,400.00	**$ -**	**$ 5,400.00**	**$ 5,400.00**
	$ 106,400.00	**$ 95,760.00**	**$ 10,640.00**	**$ 106,400.00**



801 Second Street, Columbus, Indiana
Former Bartholomew County REMC site

AGREEMENT

(DR2-09-244 Columbus Clearance)

THIS AGREEMENT is effective_____ by and between the City of Columbus Redevelopment Commission, Indiana (hereinafter referred to as the Commission), and Administrative Resources association, 748 Franklin Street, Columbus, Indiana 47201, (hereinafter referred to as ARa and Contractor herein).

WHEREAS, the City of Columbus has received Disaster Recovery Appropriation #2 (DR2) funds from the Indiana Office of Community and Rural Affairs (IOCRA) for financial aid in the form of a grant under Community Development Block Grant program, as amended; and,

WHEREAS, the City of Columbus through the Commission is undertaking certain activities necessary for the administration of proposed project; and,

WHEREAS, the Commission desires to employ ARa as its Contractor to assist in the administration of said DR2 grant; and,

WHEREAS, the Commission authorizes the President of the Commission 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,** which, if implemented, are intended to assure the correct, complete and timely execution and completion of the Columbus DR2 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 Commission. The services that will be provided include, but are not limited to, the following:

General administration technical assistance and advisory services, including:

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

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 Columbus as required by the IOCRA, in consultation with the Mayor, Commission Director, Clerk-Treasurer, and Engineer, as appropriate. (ARa will establish a shadow records system in our offices to better serve and protect the Commission in the event that some or all of the Commission records are misplaced or destroyed.)

Program Management:
ARa will assist the Commission in gaining release of any grant conditions that may accompany or be later applied to the DR2 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 Commission 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 DR2 funds, ARa will assist the Commission in compliance with uniform acquisition and relocation act provisions which may be applicable to this project.

Construction Procurement and Management:
Where construction or demolition is to be supported with DR2 funds, ARa will provide the contractor and engineer 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 Commission and the project engineer, all federal and state required equal opportunity forms, notices and certifications.
ARa will advise the Commission regarding the required appointment of a Civil Rights Officer, and will assist the appointed officer in coordinating his or her duties with the appropriate IOCRA officials.

Project Progress Monitoring:
ARa will assist the Commission 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 Commission in discussions with the project auditor and IOCRA officials to resolve concerns or questions relating to the progress or management of the DR2 program, and will prepare the required close-out documents in consultation with the Mayor, Commission Director and Clerk-Treasurer. ARa will manage the grant settlement process, and will assist the Commission 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.

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.

Heather Pope, Director of the Columbus Redevelopment Commission or her successor in the position, will serve as the designated representative of the Commission for purposes of daily liaison regarding administration of the grant program.

Eric Frey 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 Commission.

Heather Pope, Director of the Columbus Redevelopment Commission or her successor in the position, will serve as the designated representative of the Commission regarding administration of this agreement between ARa and the Commission.

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 Commission.

For the above described **environmental review services** regarding the DR2 grant, and conditioned upon award of the grant, the Commission 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 DR2 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 Columbus DR2 grant, and conditioned upon award of the grant, the Commission agrees to pay ARa the sum of ***Two Thousand Four Hundred Dollars* ($2,400.00)**, 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 represent major milestones in grant program progress:

$1,000.00 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) and the establishment of all reports required by State Board of Accounts and IOCRA in the ARa office with copies in the Commission files.

$1,000.00 shall be due and payable to ARa upon initiation of project construction, as evidenced by award of a construction/demolition contract for the project.

$400.00 shall be due and payable to ARa upon initiation of grant close-out activities. In order to comply with the IOCRA 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 upon submission of a duly executed claim by ARa to the Clerk-Treasurer of the Commission.

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

EQUAL EMPLOYMENT OPPORTUNITY EXECUTIVE ORDER 11246 & 11375

Contractor, ARa, 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

(INDIANA 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 it's employees any segregated facility at any of it's establishments and those under it's control. Contractor certifies further that it will not maintain or provide for employment segregated facilities at any of it's establishments, and it will not permit employees to perform their services at any location under it's control where segregated facilities are maintained. Contractor agrees that a breech 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 it's 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 Commission.

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 Commission 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 Commission, 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 Commission may withhold payments to Contractor if Contractor shall fail to fulfill in a timely and proper manner its obligations to Commission under this contract, or if Contractor shall violate any of the conditions of this contract. The Commission 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 Commission 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 Commission 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 Commission 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 Commission and allowances for corrective actions specified in under *Remedies/Sanctions or Breach of Contract Terms*, above, the Commission 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 Commission, become the property of the Commission and Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In the event Contractor disputes Commission'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 Commission 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 Commission as provided herein, the Commission agrees to pay Contractor, no later than thirty (30) days following the date of the written notice of contract termination by Commission. 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 Commission, become the property of the Commission 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 Commission.

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 Commission. 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 Commission 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 Commission 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 Commission to assure proper accounting for all funds applicable to this contract. These records will be made available for audit purposes to the Commission 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 Commission 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 it's 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 received 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 Commission 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 Commission 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

Commission 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:

_____
President
Columbus Redevelopment Commission
Columbus, Indiana
(Commission)

_____
Luann Welmer, Clerk-Treasurer
City of Columbus, Indiana

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

ARa 1/13 eaf

City of Columbus Redevelopment Commission
REMC Site Demolition
Project Scope Narrative
July 20, 2012
Revised 2/27/13

Site Location

The site is located at 801 2nd Street in Columbus, Indiana. The property is owned by the City of Columbus Redevelopment Commission. The 3.3 acres site contains an operations building, a storage barn, and an administrative building along with asphalt and concrete driveways and parking areas. The property is zoned Community Commercial.

Prior Studies

Phase I and Phase II environmental site assessments have been completed for the subject property for the Columbus Redevelopment Commission and are on file.

Regulations

Any site or building work on this site must comply with the City of Columbus Zoning Ordinance. Additionally, a portion of this site is located within the Haw Creek watershed for which the City has adopted additional standards which limit the fill which may be placed on the site (Ordinance No. 26, 2011). Prior to the placement of any fill on that portion of the site, modeling will be required to demonstrated that the fill will not result in any obstruction or loss of capacity in any 500-year flood flow conveyance path. The contractor shall also comply with Ordinance No. 29, 2008 dealing with stormwater management and shall submit a notice of intent to IDEM prior to beginning work on the site and a notice of termination upon completion of the work.

Project Scope

The intent of this project is to demolish and remove all buildings, structures, pavement, and any other site improvements from the subject property in preparation for possible redevelopment, re-use, or repurposing of the property. The major components of the site demolition are as follows:

1. Demolish and remove approximately 3150 square foot storage barn. The building is a pole barn with a concrete floor. The building is primarily open.
2. Demolish and remove approximately 3000 square foot administrative building. The two-story building has a brick exterior.
3. Demolish and remove approximately 40,100 square feet of asphalt and concrete pavement.
4. Demolish and remove concrete racks, previously used for utility pole storage. Demolish and remove any retaining walls and/or any miscellaneous structures on the site, including, but not limited to signs, fences, poles, flag poles, parking bumpers, or curbs.
5. Upon completion of the demolition and removal of all site improvements, all excavations shall be backfilled with topsoil and the site shall be grades and seeded. The final grades of the site shall match the existing site elevations. Seeding shall be INDOT seed mixture R.

6. The Contractor shall take notice of the location of existing tracks, pipes, wires, and the like; and he shall take the necessary precaution to prevent their being damaged. In the case that existing tracks, pipes, wires, and the like are so located that the work contracted for cannot be performed, the Contractor shall so notify the Redevelopment Director and request instruction before proceeding. Carelessness in handling or wanton disregard for such facilities will not be tolerated. Damage to such facilities caused by the Contractor will be repaired at his own expense.
7. Demolition debris shall be taken to one of two sites:
    a. The City Garage Construction Demolition Site, 720 South Mapleton Street, Columbus, IN, has a reduced disposal fee, but cannot accept "general refuse" such as furniture, carpeting, and appliances. Built-in cabinets and bathroom fixtures (tubs, sinks) are acceptable.
    b. General refuse must go to the landfill at 811 East County Road 450 South. Contract shall pay all dumping fees.
8. The Contractor shall comply with the applicable laws and ordinances governing the transport and disposal of materials, debris, rubbish, and trash on or off the area and shall commit no trespass on any public or private property in any operation due to or connected with the demolition and site clearance. Should the Contractor encounter any asbestos material, paints, solvents, fuel oil, underground tanks, etc. during demolition, Contractor shall properly dispose of any and all materials in accordance with requirements of the Indiana Department of Environmental Management. Contractor indemnifies the Owner of any and all materials and assumes all liability. Dump slips shall be submitted to the Owner at the completion of the work and prior to payment.
9. In accordance with 326 IAC 14-10, the Contractor shall complete and submit a demolition/renovation notification to IDEM when demolition or renovation of buildings, houses, canopies, and bridges are part of the contract. This notification shall be submitted regardless of whether asbestos containing material is present. Fees for this demolition/renovation notification shall be paid to IDEM by the Contractor.

RESOLUTION NO: ___-2013

RESOLUTION OF THE COLUMBUS REDEVELOPMENT COMMISSION TO ENTER INTO A CONTRACT WITH ADMINISTRATIVE RESOURCES ASSOCIATION TO ADMINISTER THE GRANT DEMOLITION OF THE PROPERTY LOCATED AT 801 SECOND STREET, CITY OF COLUMBUS

Comes now the Columbus Department of Redevelopment, more commonly known as the Columbus Redevelopment Commission, and for this Resolution says as follows:

WHEREAS, Indiana Code §36-7-14-1 *et seq*. provides that a community may establish a Department of Redevelopment to be controlled by a Redevelopment Commission; and

WHEREAS, the City of Columbus, through its Common Council, did on August 19, 2003 create the City of Columbus Department of Redevelopment and the City of Columbus Redevelopment Commission ("Redevelopment Commission") by way of Ordinance Number 25, 2003; and

WHEREAS, Columbus Downtown Inc. purchased the property at 801 Second Street May 12, 2010 from Bartholomew County REMC as part of a redevelopment effort along the Second Street Corridor; and

WHEREAS, Columbus Downtown Inc. transferred the property to Columbus Redevelopment Commission on April 19, 2012; and

WHEREAS, the Redevelopment Commission has expressed interest in demolishing the two buildings located at 801 Second Street, which were damaged in the June 2008 flood, as part of the redevelopment of said property; and

WHEREAS, the Redevelopment Commission has received $106,400 of Federal Money from the Community Development Block Grant Disaster Recovery Fund for the demolish of said buildings with a local match of $10,640; and

NOW, THEREFORE, IT IS RESOLVED:

1. The Columbus Redevelopment Commission wishes to engage the services of Administrative Recourses Association (ARa) as a contractor to level, grade and seed the property at 801 Second Street.

2. The Columbus Redevelopment Commission does hereby engage the services of Administrative Recourses Association (ARa) to administer the Community Development Block Grant on behalf of the Redevelopment Commission all pursuant to the terms and conditions set forth in the ARa contract dated March 18, 2013.

3. The Columbus Redevelopment Commission does herby direct the President of the Redevelopment Commission to execute the attached agreement here to.

Adopted this 18th day of March, 2013.

_____
, President

_____
, Vice-President

_____
Dave Wright, Secretary